Notice of Meeting of the City Council of the City of Georgetown, Texas April 28, 2026

The Georgetown City Council will meet on April 28, 2026 at 3:00 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 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

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

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

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

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

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

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 04.14.2026
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

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

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

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

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

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

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
April 28, 2026

SUBJECT:
Unified Development Code Regarding Mixed Use - Downtown

SUGGESTED ACTION:
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

ITEM SUMMARY:
Background:
The current purpose statement for the Mixed Use – Downtown (MU-DT) zoning district provides some guidance on where the zoning district is appropriate, but it does not clarify exactly where the district is and is not allowed. Recent development conditions in the downtown area of Georgetown have demonstrated the need for clear and consistent standards for the application of the MU-DT zoning district under the updated Unified Development Code (UDC).

Purpose:
The purpose of this item is to provide Council with an overview of how development under the MU-DT zoning district is regulated differently in and out of the existing historic overlay districts. Staff will be seeking direction related to proposed options to introduce more clarity into the draft UDC for MU-DT development.

FINANCIAL IMPACT:
NA

SUBMITTED BY:
Hunter Gould, Planning Department

ATTACHMENTS:
CCWS_04.28.2026.pdf

Mixed Use Downtown (MU-DT) Zoning

April 28, 2026 | City Council Workshop

GEORGETOWN TEXAS

Purpose of Presentation

Provide City Council with a detailed view of the Mixed Use-Downtown zoning district including the history of the district and how development is regulated in the district.

1. Background
2. Applicable Regulations
3. UDC Steering Committee Feedback
4. Proposed Options
5. Discussion

Background

MU-DT Purpose Statement

- **Mixed Use Downtown District (MU-DT).**
  - The Mixed Use Downtown District (MU-DT) is intended to provide a location for a mix of land uses including general commercial and retail activities, office as well as single-family and multi-family in the downtown area. Developments in the MU-DT District are typically smaller in size and scope although there may be occasionally heavy traffic. The Mixed Use Downtown District is only appropriate in the traditional downtown area of Georgetown. Properties in MU-DT shall meet the design requirements of the Downtown Overlay District and the Historic District Design Guidelines.

MU-DT Adopted

- Mixed Use Downtown (MU-DT) zoning district was adopted in May 2006 along with the addition of the Mixed Use (MU) and Transit Oriented Development (TOD)
- MU-DT was previously named Downtown Commercial District (C2)
  - Change in name was to establish the relationship between the new MU and MU-DT with both districts serving similar purposes, but with MU-DT limited to Downtown and MU available City-wide
    - MIN 10.11.2005 CC-R

MU-DT and the Downtown Overlay

- While MU-DT is described as appropriate in the “traditional downtown area of Georgetown,” it is not required under the code to only locate within the Downtown Historic Overlay District.
- All development under MU-DT in Georgetown today has been within the Downtown Overlay and subject to the Downtown design guidelines.

Applicable Regulations

Building Design

	Downtown Overlay	Old Town Overlay	Outside Overlays
Building Materials	Traditional Materials (masonry, wood)	Traditional Materials (masonry, wood, stucco)	**X**
Color	Muted base color, brighter accents	**UDC Standard** – Sides, rear similar to front	**UDC Standard** – Sides, rear similar to front
Roof Styles	Contingent on blockface character	Traditional styles, simple form	**UDC Standard** – List of approved styles
Roof Treatments	Contingent on blockface character	Contingent on building style	**UDC Standard** – list of approved treatments

Building Design

	Downtown Overlay	Old Town Overlay	Outside Overlays
Storefront	Traditional	**UDC Standard** – Entry set back minimum 15’	**UDC Standard** – Entry set back minimum 15’
Building Articulation	Traditional Rythm	Simple Forms that are Context Sensitive	**UDC Standard** – basic vertical and horizontal articulation
Architectural Features	Commercial Features (awnings, display windows, parapets, etc.)	Residential Features (porches, gables, garages)	**UDC Standard** – minimum from list of basic features

Lighting

	Downtown Overlay	Old Town Overlay	Outside Overlays
Location	Context Sensitive	**UDC Standard** – max brightness at property line	**UDC Standard**– max brightness at property line
Brightness	Daylight Temperature	Natural Temperature	**UDC Standard** - – max brightness at property line
Mounting	Wall Mounted	**UDC Standard** – Shielded with opaque housing	**UDC Standard** – shielded with opaque housing
Aesthetics	Context Sensitive	X	X

Dimensional Standards

	Downtown Overlay	Old Town Overlay	Outside Overlays
Setbacks	0’	0’	0’
Height	Subject to Downtown Master Plan height zones	35’	40’
Lot Size	**X**	**X**	**X**
Lot Width	25’	25’	25’

Uses

	Downtown Overlay	Old Town Overlay	Outside Overlays
Allowed (Mixture of Commercial and Residential Uses)	As per Use Table	As per Use Table	As per Use Table
Limitations (Some limitations are specific to MU-DT)	As per Use Table	As per Use Table	As per Use Table

- Not in CN
  - Hotel, Dance Hall/Nightclub (S), Live Music/Entertainment (L), Farmer's Market, Single Family
- Not in C-1
  - General Restaurant (L in C-1) Farmer's Market, Single Family

Parking

	Downtown Overlay	Old Town Overlay	Outside Overlays
Minimum	Controlled by Downtown Overlay District based on use and Area	**UDC Standard** – based on use and square footage	**UDC Standard** – based on use and square footage
Design	UDC Standard, but Context Sensitive	**UDC standard** – basic striping and dimensions	**UDC standard** – basic striping and dimensions

Impervious Cover

	Downtown Overlay	Old Town Overlay	Outside Overlays
Limit	95% - may require infrastructure installation	70% max	70% max over Edwards Aquifer, edit needed otherwise

Additional Design Elements

	Downtown Overlay	Old Town Overlay	Outside Overlays
Street Furniture Standards	Activation of Public Realm	X	X
Urban vs. Commercial Character	Context Sensitive Approach	X	X
Recommended Infill Setback	0'	X	X
Storefront Windows	Traditional Window Rythym	X	X

Additional Design Elements

	Downtown Overlay	Old Town Overlay	Outside Overlays
Mass, Scale, Form	2-3 Story, Rectangular Form, with Flat Roof	Context Sensitive, Simple Form & Roof Plane	X

Discussion with UDC Steering Committee

Steering Committee Discussion

- Desire to see a City-wide mixed use district
- Agreement MU-DT is not designed to operate outside of some additional design guideline control
- Recommendation for staff to pursue a usable City-wide mixed use district following UDC adoption

Proposed Options

Option 1

Within UDC Update

- Limit MU-DT to only be allowed within the Downtown Overlay District

Outside of UDC Update

- Update Downtown Design Guidelines to establish a more effective transition zone

Option 2

Within UDC Update

- Limit MU-DT to only allowed within the Downtown or Old Town Overlay Districts
- Require MUDT to be contiguous with existing MUDT

Outside of UDC Update

- Update Old Town Design Guidelines to better accommodate commercial development

Option 3

Within UDC Update

- Limit MU-DT to only allowed within the Downtown or Old Town Overlay Districts

Outside of UDC Update

- Update Old Town Design Guidelines to better accommodate commercial development

Discussion

Feedback Requested

- Would Council like to pursue one of the proposed options?
- Is Council supportive of staff pursuing the development of a new City-wide MU district following code adoption?

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Future Land Use Map Amendment Workshop

SUGGESTED ACTION:
Presentation and discussion regarding a proposed Future Land Use Map update to align with future development -- Edgar Garcia, Planning Director

ITEM SUMMARY:
Background:
The City's Comprehensive Plan, Georgetown 2030, guides future land use and development in the City and its Extraterritorial Jurisdiction (ETJ). The Future Land Use Map (FLUM) is an integral part of the Comprehensive Plan, showing what types of development the City has planned in certain areas. The Mining land use category is found in large sections of the City's northwest. Development in these areas was not expected and, thus, not planned for. Recently, the City has received proposals for development in these areas, and the FLUM needs to be updated to account for proposed developments.

Purpose:
The purpose of the items is to provide the Council with an overview of the current FLUM status in our northwest and review the proposal from staff for updating the FLUM. Timeline for the FLUM amendment will also be discussed.

FINANCIAL IMPACT:

SUBMITTED BY:
Hunter Gould, Planning Department

ATTACHMENTS:
FLUM_Amendment_Workshop.pdf

Future Land Use Map Amendment

City Council Workshop

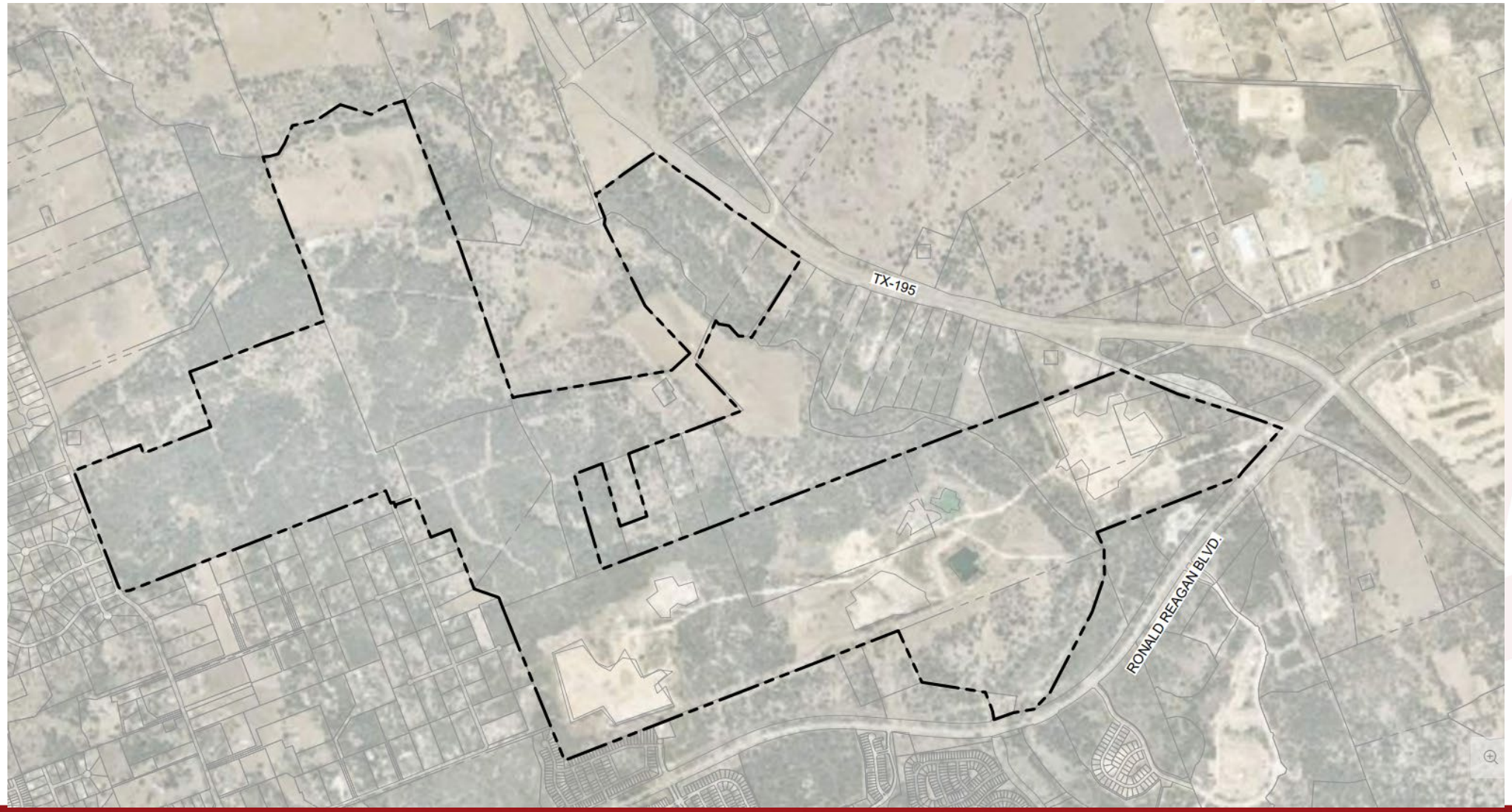
April 28, 2026

GEORGETOWN TEXAS

Future Land Use Map

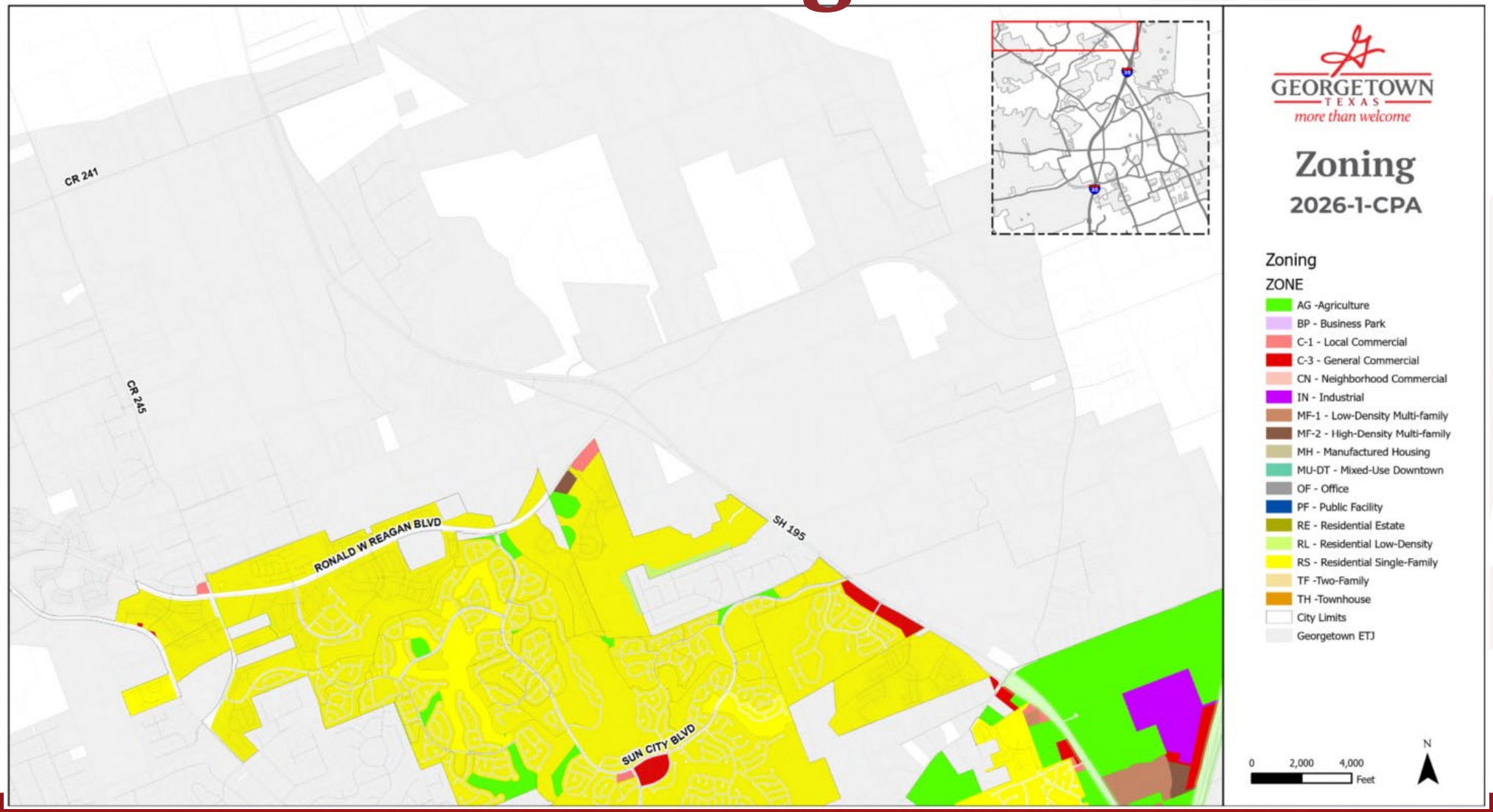
- Part of Comprehensive Plan
- Guides long term development patterns
- City's vision, but not official zoning
- Developments proposed in mining areas

Future Land Use Map

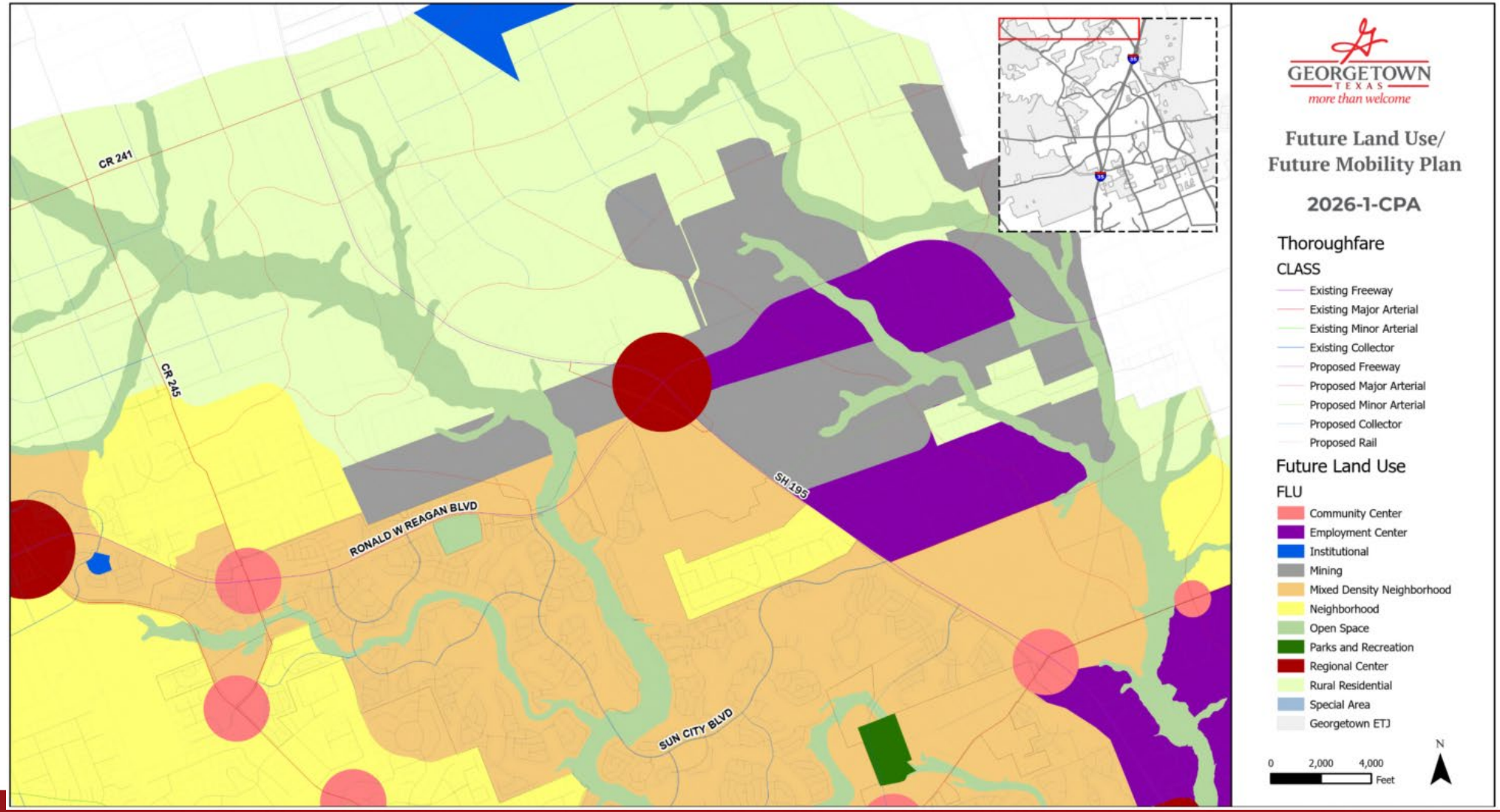


Focus Area - Aerial

Focus Area - Zoning



Focus Area - FLUM



Current Categories

Mining

- **Target Ratio:**
  - 100% nonresidential
- **Primary Use:** Mining
- **Secondary Uses:** N/A

Rural Residential

- **DUA:** Less than 2
- **Target Ratio:**
  - 70% large residential lots (2 acres or more)
  - 25% detchaed residential (5 units or less/acre)
  - 5% nonresidential
- **Primary Uses:** Single-family detached residential
- **Secondary Uses:** Limited retail and service uses, agriculture, civic, institutional, parks, and open space

Employment Center

- **DUA:** 14 ≥
- **Target Ratio:**
  - 100% nonresidential
  - 25% detchaed residential (5 units or less/acre)
  - 5% nonresidential
- **Primary Uses:** Manufacturing, life sciences, professional services, office, retail
- **Secondary Uses:** Commercial, high-density residential, restaurants, hospitals, training & logistics facilities

Proposed Categories

Mixed-Density Neighborhood

- **DUA:** 5.0 minimum
- **Target Ratio:**
  - 25% detached residential (5-7 DUA)
  - 45% Moderate density residential (townhomes, duplexes, cottage court)
  - 30% nonresidential
- **Primary Use: Variety of single-family home types (detached, duplex, townhome)**, small lot single-family detached homes
- **Secondary Uses: Limited neighborhood-serving retail and service uses**, office, institutional, civic, parks, and open space

Regional Center

- **DUA:** < 18
- **Target Ratio:**
  - 75% nonresidential
  - 25% vertical mixed-use multifamily
- **Primary Uses:** Large retailers, urban residential, hotels, corporate, office, restaurants, multi-tenant commercial, big box commercial, live/work/shop units
- **Secondary Uses:** Mixed-use high-density residential, specialty retailers, professional office, civic & institutional uses

Proposed Timeline

- April 28th — Council Workshop
- May 2oth — Finalize proposal
- June 23rd — Planning & Zoning Public Hearing
- July 14th — City Council 1st Reading
- July 28th — City Council 2nd Reading

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Executive Session 04.28.2026

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
- 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

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Call to Order 04.28.2026

SUGGESTED ACTION:
Pledge of Allegiance
Recognitions
Actions out of Executive Session

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Public Wishing to Address 04.28.2026

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

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
City Council Minutes 04.14.2026

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

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:
City Council Minutes 04.14.2026.pdf

Minutes of the City Council
City of Georgetown, Texas
Tuesday, April 14, 2026

The Georgetown City Council met on Tuesday, April 14, 2026, at 2:00 PM at the Council and Court Building, 510 W. 9th Street.

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

1. Policy Development and Discussion - Workshop

Mayor Schroeder called the meeting to order at 2:01 p.m. Councilmember Hood joined the meeting during the presentation for Item 1.B.

1.A **Employee Recognition - Years of Service - March 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

Merrilee Page, Assistant HR Director, presented the item and recognized employees for 5, 10, and 15 years of service with the City.

1.B **FY2026 Mid-Year Budget Amendment**
Presentation and discussion regarding the FY2026 Mid-Year Budget Amendment -- Randi Cormack, Budget Manager

Cormack presented and reviewed general capital projects; personnel updates; other additions and changes for the General and Joint Services Funds, Fleet and Self Insurance, Special Revenue Funds, Airport, Electric, and Water; FY2027 Budget planning; questions and next steps.

General discussion among Council and staff, including Assistant Chief Financial Officer Nathan Parras, regarding the transfer into the Council Discretionary Fund, and the Blue Hole Renovation transfer.

1.C **Proposed Electric 5-Year Capital Improvement Plan (CIP)**
Presentation and discussion regarding the proposed Electric Utility Five-Year Capital Improvement Plan (CIP) for Fiscal Years 2027 through 2031 -- Daniel Bethapudi, Electric Utility General Manager

Bethapudi presented and reviewed: Electric CIP planning inputs; Electric CIP definitions; and 5-Year CIP forecast summary and debt to cash ratios. Ian Milne, Senior Electric Distribution Designer, then presented and reviewed: Electric Plant projects; operational technology; ordinary replacements; circuit rehab, including planning pole replacements; make ready for pole attachments; Electric Utility Operations Center land acquisition; and Electric Utility Operations Center building. Bethapudi presented and reviewed the Electric fleet, capital tools, and electric general plant upgrades. Michael Simpson, Energy Market Portfolio Analyst, then presented and reviewed the financial forecast and key assumptions used, the financial forecast, financial metric, and the rate increase forecast.

General discussion among Council and staff regarding development fees, cost reimbursed by bonds versus paid out by the utility, moving electric lines underground, smart metering, and associated equipment, and how utility bond ratings are reviewed.

Mayor Schroeder recused the meeting into Executive Session at 2:51 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 04.14.2026**

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
- Deliberation regarding the condemnation case pending in County Court at Law #5 under Cause Number 23-1593-CC5

Sec.551.072: Deliberations about Real Property

- 8th and Forrest
- University and Summercrest
- Deliberation regarding the purchase or value of real property identified by the Williamson County Appraisal District as Parcels R333419, R039676, R384234 and R442341
- Deliberation regarding lease or value of real property locally known as 295 SE Inner Loop, Georgetown, Texas 78626
- 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

Sec. 551.087: Deliberation Regarding Economic Development Negotiations

- Project Orchard
- Project Gopher
- Project Lost Mine Peak
- Project Aurora

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 6:23 p.m.

3.A **Call to Order 04.14.2026**
Pledge of Allegiance
Recognitions
- Child Abuse Prevention and Awareness Month Proclamation
- Electric Linemen Appreciation Day Proclamation
Actions out of Executive Session

Moved by Kevin Pitts; seconded by Jake French to Approve the authorization of the City of Georgetown to purchase those certain tracts of real property situated in Williamson County, Texas, identified by the Williamson County Appraisal District as Parcels R333419, R039676, R384234, and R442341, as part of the Georgetown Regional Water Initiative Project; and further move to authorize the City Manager to negotiate the terms of acquisition and consideration and execute all necessary documents related to the aforementioned property 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 Jake French to Approve the authorization of the City of Georgetown to enter into a lease agreement with Inner Visions, LLC, in order for the City of Georgetown to lease from Inner Visions, LLC certain real property situated in Williamson County, Texas, locally known as 295 SE Inner Loop, Georgetown, Texas 78626; and further move to authorize the City Manager to negotiate the terms and consideration of the lease and to execute all necessary documents related 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 Attorney and/or her designee, to settle the condemnation case pending in County Court at Law #5 under Cause Number 23-1593-CC5, 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

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@georgetowntexas.gov.

4.A **Public Wishing to Address 04.14.2026**
- Justina Eddy would like to address the Council regarding adding building codes related to toxins, especially in apartment buildings.
- Jen Bradac would like to address the Council regarding the recent property valuation trends in North Old Town.

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 Jake French; seconded by Shawn Hood to Approve as presented with the exception of Item 5.V.
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 Meeting Minutes for 03.24.2026**
Consideration and possible action to approve the meeting minutes of the City Council meeting held on March 24, 2026 -- Robyn Densmore, City Secretary

5.B **Resolution - Civil Service Commission Member Appointment of Stephen Fought**
Consideration and possible action to approve a Resolution confirming the appointment of Stephen Fought to the remainder of an unexpired term on the Fire Fighters' and Police Officers' Civil Service Commission -- David Morgan, City Manager

5.C **Resolution - ETJ Disannexation - Lester - 19.691 Acres**
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 19.691 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R039080 and owned by Merlin Lester -- Michael Charles, Real Estate Services Coordinator

5.D **Resolution - ETJ Disannexation - Sheffield - 1 Acre**
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 1 acre of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R039579 and owned by Keith and Dusti Sheffield -- Michael Charles, Real Estate Services Coordinator

5.E **Resolution - ETJ Disannexation - Ward and Burke Berry Creek, Inc. - 7.309 Acres**
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 7.309 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R683456 and

owned by Ward and Burke Berry Creek, Inc -- Michael Charles, Real Estate Services Coordinator

5.F **Resolution - Bluffview PID Cost Determination**
Consideration and possible action to approve a Resolution determining costs of the proposed Public Improvements in the Bluffview Public Improvement District, approving a Proposed Improvement Area #1 Assessment Roll, calling a Public Hearing, and making related findings and determinations in accordance with Chapter 372 of the Texas Local Government Code -- Nick Woolery, Assistant City Manager

5.G **Resolution - Heirloom PID Developer Deposit Agreement**
Consideration and possible action to approve a Resolution approving a Developer Deposit Agreement between the City of Georgetown, Texas and Heirloom East TX, LLC and Heirloomtx, LLC, regarding the Heirloom Public Improvement District and making related findings and determinations -- Nick Woolery, Assistant City Manager

5.H **Resolution - 2025-8-ANX - 3500 FM 971**
Consideration and possible action to approve a Resolution to begin the annexation proceedings 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.I **Purchase a Sanitary Sewer Vacuum Truck**
Consideration and possible action to approve the purchase of a Model 900ECO vacuum truck from Houston Freightliner under HGAC contract# HT06-20 for an amount not to exceed $566,186.00 -- Scott Parker, Fleet Services Manager

5.J **Fire Hydrant Parts Contract with ACT Pipe & Supply**
Consideration and possible action to award a bid to ACT Pipe & Supply for the purchase of fire hydrants parts in an amount not -to-exceed $50,000.00 annually and to authorize the City Manager to execute up to four 1-year renewals for a total not-to-exceed amount of $250,000.00 -- Chelsea Solomon, PE, Water Utility Director

5.K **Fire Hydrant Parts Contract with Ferguson Waterworks**
Consideration and possible action to award a bid to Ferguson Waterworks for the purchase of fire hydrants parts from ITB 202613 in an amount not-to-exceed $30,000.00 annually and to authorize the City Manager to execute up to four 1-year renewals for a total not-to-exceed amount of $150,000.00 -- Chelsea Solomon, PE, Water Utility Director

5.L **Temporary Labor Contract with Openwork, LLC**
Consideration and possible action to approve a contract between the City of Georgetown and Openwork, LLC for as needed temporary labor services, with a not to exceed amount of $ 60,000.00, and to authorize the City Manager to execute the agreement and up to two additional one-year renewals in accordance with the terms of the contract -- Cherie Hernandez, Customer Billing Manager

5.M **Neighborhood Park Improvements Construction Contract**
Consideration and possible action to approve contract with Choice Builders of Temple, TX in the amount of $ 623,935.90 for Parkland Improvements of Donegal, Way Point, Vista Vera and Madison Oaks Parks -- Eric Nuner, Parks and Recreation Assistant Director

5.N **Third Amendment to Task Order No. A&F-22-001 for the Austin Avenue Improvements Project**
Consideration and possible action to approve the Third amendment Task Order A&F-22-001 with Aguirre & Fields LP, Inc. for the Austin Avenue Improvements Project in the amount of $485,593.00 -- Wesley Wright, P.E., Systems Engineering Director

5.O **Piggyback agreement with D.I.J. Construction, Inc, for Pavement Markings**
Consideration and possible action to approve a piggyback agreement between the City of Georgetown and D.I.J. Construction for the installation of pavement markings and purchase of related products, for a term to end November 5, 2030, in an amount not to exceed $853,265.00 – April Haughey, Assistant Public Works Director

5.P **Agreement with Samsara Inc. for Fleet Tracking on all City of Georgetown Vehicles**
Consideration and possible action to approve an agreement with Samsara Inc. for fleet tracking on all City of Georgetown vehicles for an amount not to exceed $148,605.69 under Sourcewell contract #102924-SAM and to authorize the City Manager to approve any future purchases that may occur -- Scott Parker, Fleet Services Manager

5.Q **Airport Facility Lease with John Cannan Aviation Inc.**
Consideration and possible action to approve an airport facility lease between Cannan Aviation Inc and the City of Georgetown -- Matthew Sommerfeld, Airport Manager, and Eric Johnson, Public Works Director

5.R **Resolution - Amending Airport Minimum Standards to remove all references to leasing**
Consideration and possible action to approve a Resolution to adopting the amended Airport Minimum Standards removing Section 7 regarding leasing -- Eric Johnson, Public Works Director, and Matthew Sommerfeld, Airport Manager

5.S **Resolution - Amending Airport Leasing Policy to Align with City Code 12.32.300 Amendment**
Consideration and possible action to approve a Resolution to amend the Airport Leasing Policy to ensure compliance with amended City Code Section 12.32.300 -- Eric Johnson, Public Works Director, and Matthew Sommerfeld, Airport Manager

5.T **Second Reading - Amending Section 12.32.300 Airport Lease provision and restrictions of the Code of Ordinances**
Second Reading of an Ordinance amending Chapter 12.32, Georgetown Municipal Airport Use Regulations, Article 111 Leasing, Section12.32.300(A) of the Code of Ordinances -- Eric Johnson, Public Works Director, and Matthew Sommerfeld, Airport Manager

5.U **Second Reading - 2025-10-REZ - 601 S Church Street**
Second Reading of an Ordinance for a Zoning Map Amendment to rezone, .1652 Acres of Lot 8, Block 11, Glasscock Addition, from the Residential single family zoning district to the Mixed-Use Downtown zoning district, for the property generally located at 601 S. Church Street (2025-10-REZ) --Allyson Iiams, Preservation & Redevelopment Program Manager

5.V **Second Reading - 2025-6-ANX - Northlands Water Reclamation Facility**
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 Facility (2025-6-ANX) -- Ryan Clark, AICP, Planning Manager

5.W **Second Reading - 2025-7-ANX - Three Forks Water Reclamation Facility**
Second Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 59.54 acres of City of Georgetown owned property in the John Berry Survey, Abstract 51, as the Public Facility (PF) zoning district, for the property generally located at FM 971, to be known as the Three Forks Water Reclamation Plant (2025-7-ANX) -- Ryan Clark, AICP, Planning Manager

5.X **Second Reading - 2025-9-ANX - SE Inner Loop**
Second Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 3.266 acres of City of Georgetown owned property in the L.J Dyches Survey, Abstract No. 180, as the Public Facility (PF) zoning district, for the property generally located at SE Inner Loop (2025-9-ANX) -- Ryan Clark, AICP, Planning Manager

5.Y **Second Reading - 2026-3-ANX - RM 2243**
Second Reading of an Ordinance for the Disannexation of approximately 40.2 acres in the Joseph Thompson Survey, Abstract No. 608, but excluding portions of right -of-way on RM 2243 (Leander Road), currently in the City Limits (2026-3-ANX) -- Jeff Fisher, AICP, Assistant Planning Director

6. Legislative Regular Agenda

6.A **First Reading - 2025-4-ANX - 2200 Shell Road and Shell Spur, 28.93 Acres**
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, approximately 28.93 acres in the Robert Williams Survey, Abstract 524, as the Planned Unit Development (PUD) zoning district, with portions of Right-Of-Way for Shell Road and Shell Spur, for the property generally located at 2200 Shell Road, Georgetown, Texas (2025-4-ANX) -- Ryan Clark, AICP, Planning Manager

Items 6.A, 6.B, and 6.C were presented together.

Kelly Trietsch, Chief Development Officer, introduced the item and provided the case history.

Clark then presented and reviewed the following: the Council's feedback from Spring 2025; Aerial Map; nearby uses; Comprehensive Plan guidance; Planned Unit Development (PUD) zoning designation explanation; site plan; fuel sales; modifications to MF-1 standards; modification to MF-2 standards; how the application complies, partially complies, or does not comply with the approval criteria in UDC Sections 3.06.030 and 3.06.040; and how public notifications were sent and to date staff has received no comments in favor and four (4) comments in opposition.

Clark read the Ordinance caption

Amanda Brown with HD Brown Consulting, representing the applicant; presented and reviewed the Location Map; existing zoning; proposed Concept Plan; existing Future Land Use Map; proposed zoning; application including Development Agreement, annexation, and PUD application; C-Store Use; tree mitigation and tree survey; transportation; wastewater and water; compatibility; reasons to support the proposal; proposed changes; and the application summary.

General discussion among Council, staff, including Wes Wright, Systems Engineering Director, and Edgar Garcia, Planning Director, and the applicant regarding traffic

impact fees and what triggers a Traffic Impact Analysis, road and traffic improvements that will be required for the project, how the needed right-of-way will need to be acquired for traffic improvements, and impervious cover.

Mayor Schroeder opened the public hearing at 7:16 p.m. for Items 6.A, 6.B, and 6.C since the same speaker had signed up on those items and they are connected.

Health Culp with time from Gayle Elsasser, addressed the Council regarding tradeoffs for the development, areas addressed since the Planning and Zoning meeting, current decision point, what the neighborhood would like, P&Z comments regarding denial of the project at the February 3, 2026, P&Z meeting, changes wanted by the neighborhood, and traffic. Carol Thorp addressed the council regarding her concern with a multi-family development coming in near her property and the adverse effects it will have on her property values, concerns with having a wastewater plant near her home, and the way it could impact her husband's health.

Mayor Schroeder closed the public hearing at 7:27 p.m.

General discussion among Council and staff after the motion regarding the amendments proposed by Councilmember Pitts and how they are meant to address concerns raised by the Council and neighbors, and impervious cover being removed from the PUD document.

Moved by Kevin Pitts; seconded by Jake French to Approve as presented with the following conditions added:
The base zoning shall be modified as follows:
- Tracts 1 and 2 shall be designated MF-1, limited to a maximum of 10 dwelling units per acre.
- Tracts 3 and 4 shall be designated C-1, replacing C-3. Any uses that are listed as prohibited by the applicant for C-3 that are also uses allowed under C-1 shall also be prohibited.
Building design standards shall be modified as follows:
- Minimum building separation in Tracts 1 and 2 shall be 10 feet.
- A minimum 50-foot setback shall be required from any existing or entitled residential development.
Fuel sales and architectural standards for Tract 4 shall include:
- Placement of the primary structure between the public street and fuel dispensing areas.
Landscape and buffer requirements shall include:
- An eight-foot-high screening wall, of any material, so long as it is 80% opaque along the southern property line.
Parkland dedication fees to be waived.
Section K - Utility provisions to be removed from PUD. Utility regulations are handled through utility agreements rather than zoning documents. Having this in the PUD could cause confusion.
And any other changes needed to the PUD Ordinance to conform with these changes.

Motion Approved: 6- 1
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Jake French, Shawn Hood, and Ron Garland
Voting Against: Ben Stewart

6.B **First Reading - 2025-12 -ANX - 2200 Shell Road and Shell Spur, 14.20 Acres**
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, approximately 14.20 acres in the Robert Williams Survey, Abstract 524, as the Planned Unit Development (PUD) zoning district, with portions of Right-Of-Way for Shell Road and Shell Spur, for the property generally located at 2200 Shell Road, Georgetown, Texas (2025-12-ANX) -- Ryan Clark, AICP, Planning Manager

This item was presented at the same time as Item 6.A.

Clark read the Ordinance caption.

Moved by Kevin Pitts; seconded by Jake French to Approve with the following exceptions:
Building design standards shall be modified as follows:
- minimum building separation shall be 10 feet.
- a minimum 50-foot setback shall be required from any existing or entitled residential development.
Landscape and buffer requirements shall include:
- an eight-foot-high screening wall, of any material, so long as it is 80% opaque along the southern property line.
Impervious cover shall meet the impervious cover allowed in each base zoning district.
Remove the section: Tree preservation and protection
Parkland dedication fees to be waived
Section K Utility provision to be removed from the PUD. Utility regulations are handled through utility policies or agreements
And any other changes needed to the PUD Ordinance to conform with these changes.

Motion Approved: 6- 1
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Jake French, Shawn Hood, and Ron Garland
Voting Against: Ben Stewart

6.C **Development Agreement Related to 2200 Shell Road with NOVA368, LLC**
Consideration and possible action to approve a Development Agreement for Transportation Improvements and Major Wastewater Line Easement Acquisition Assistance related to 2200 Shell Road with Nova368, LLC -- Wesley Wright, PE, Systems Engineering Director

Garcia introduced the item.

After the motion, there was a discussion regarding the use of two different facade materials.

Moved by Kevin Pitts; seconded by Jake French to Approve with the following changes:
Add the following requirements to Tract 1, 2, & 3:
- Primary structures to be constructed of masonry materials on all four sides. A minimum of 80 percent masonry on each building elevation.
- At least two distinct masonry materials on street-facing façades.
- Metal siding, corrugated panels, and large expanses of fiber cement siding, are prohibited except as minor accents not exceeding 20 percent of any façade. Add the following requirements to Tract 4:
- Primary structures to be constructed of masonry materials on all four sides.

- A minimum of 80 percent masonry on each building elevation.
- At least two distinct masonry materials on street-facing façades.
- Metal siding, corrugated panels, and large expanses of fiber cement siding, are prohibited except as minor accents not exceeding 20 percent of any façade.
- Canopy support columns must be masonry-wrapped.
- Construction of a right-turn lane from Shell Spur to Shell Road. Additional items:
- Waive all parkland dedication fees
- Waive all remaining TIF fees

Motion Approved: 6- 1
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Jake French, Shawn Hood, and Ron Garland
Voting Against: Ben Stewart

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

Edgar Garcia, Development Director, presented and reviewed the annexation approval process, tentative schedule, location map, and how the property will be surrounded by city limits.

Garcia read the Ordinance caption.

General discussion among Council and staff regarding right-of-way.

Moved by Ben Stewart; seconded by Shawn Hood 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.E **First Reading - 2026-2-ANX - Cedar Breaks Road ROW**
First Reading on 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

Garcia presented and reviewed the item under consideration, the approval process, the tentative schedule, the Aerial Map, and how the application complies with all aspects of the approval criteria for UDC Section 3.25.030.

Garcia read the Ordinance caption.

There was no discussion needed on the item.

Moved by Ron Garland; seconded by Shawn Hood 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.F **First Reading - Amending the FY2026 Annual Budget for Mid-Year Obligations**
First 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

This item was presented during the Workshop portion of the meeting this afternoon.

Cormack 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.G **Resolution Pursuant to Government Code Section 2206.053 - Wolf Ranch Parkway Road Expansion from SH 29 to Rivery Boulevard**

Consideration and possible action to approve a Resolution pursuant to Government Code Section 2206.053 finding that portions of properties along Wolf Ranch Parkway between SH 29 and Rivery Boulevard ("Project"), Georgetown TX 78628, and owned by the following property owners: NNN Georgetown TX Owner LP; Gray Fox Holdings LLC; Wolf Lakes LP; Owners Association of Wolf Ranch Residential Community Association; Residences of Wolf Lakes LP; H4WR Phase 2, LLC; Wolf Lakes Property Owners Association, Inc.; Wolf Lakes Multifamily Owner, LLC; Stephen Kahng; Inland Western Georgetown Rivery Limited Partnership; Wal-Mart Real Estate Business Trust; Carroll at Rivery Ranch LLC: HD Development Properties, L.P.; Wolf Ranch, LLC; The Summit II At Rivery Park LTD.; Strategic Entertainment Group; Novak Land Office LLC; Lalani Rivery Suites, LLC, are necessary for the Wolf Ranch Parkway Road Improvements Project; and authorizing eminent domain proceedings for the acquisition of fee simple right-of-way ("ROW") or any lesser interest from said properties -- Scott Mikel, Real Estate Services Coordinator

Mikel presented and reviewed the project limits, project description, rendering of improvements, 23 impacted properties, previous Council action right-of-way (ROW) acquisition status, Texas Property Code Chapter 21, and action needed on the item.

There was no discussion needed on the item.

Robyn Densmore, City Secretary, performed a record vote.

Moved by Kevin Pitts; seconded by Jake French to Approve that the City Council of the City of Georgetown, by adopting the proposed Resolution pertaining to the Wolf Ranch Parkway Road Improvements Project, authorizes the use of the power of eminent domain to acquire the necessary Real Estate rights from portions of properties located on both sides of Wolf Ranch Parkway between State Highway 29 and Rivery Boulevard, in the Joseph P. Pulsifer Survey No. 3G, Abstract No. 498, Williamson County, Texas; such portions of properties being more fully described in Exhibit "A" of the proposed Resolution for this Agenda Item, and that the first record vote applies to all units of property to be condemned.
Motion Approved: 6- 1
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Jake French, Shawn Hood, and Ron Garland
Voting Against: Ben Stewart

6.H **Resolution Pursuant to Government Code Section 2206.053 - Cimarron Hills Force Main and Gravity Sewer Line Extension Project**

Consideration and possible action to approve a Resolution pursuant to Government Code Section 2206.053 finding that a portion of a commercial property located at 5451 W State Highway 29., Georgetown TX 78628 and owned by Barbara Supak, Adolf F. Supak, Shannon Scott Supak (otherwise known as Scott Supak), Shelly Christine Miller (otherwise known as Shelley Christine Supak), Timothy Miller, and HRL Rocky Top LLC Series "A" Only, is necessary as part of the City's Cimarron Hills Force Main and Gravity Sewer Line Extension Project, and authorizing eminent domain proceedings for the acquisition of a wastewater easement and temporary construction easement, or any lesser interest from said property –- Scott Mikel, Real Estate Services Coordinator

Mikel presented and reviewed the parcel location, parcel impact, previous Council action and easement acquisition status, Texas Property Code Chapter 21, and needed action.

There was no discussion needed on the item.

Robyn Densmore, City Secretary, performed a record vote.

Moved by Kevin Pitts; seconded by to Approve that the City Council of the City of Georgetown Texas, by adopting the proposed Resolution, authorizes the use of the power of eminent domain to acquire a wastewater easement and a temporary construction easement portion of the following property owned by Barbara Supak, Adolf F. Supak, Shannon Scott Supak (otherwise known as Scott Supak), Shelly Christine Miller (otherwise known as Shelley Christine Supak), Timothy Miller, and HRL Rocky Top LLC Series "A" Only in the A.H. Porter Survey, Abstract No. 490 and the John B. Berry Survey, Abstract No. 98, Williamson County, Texas, being a portion of the called 224.413 acre tract of land recorded in Williamson County, Texas, such portion being more particularly described in Exhibit "A" of the proposed resolution for this agenda item, as part of the City's Cimarron Hills Force Main and Gravity Sewer Line Extension Project.
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 7:53 p.m.

These minutes were approved at the meeting of _____.

_____ _____

Mayor Attest

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Resolution - ETJ Disannexation - Smith - 10.01 Acres

SUGGESTED ACTION:
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

ITEM SUMMARY:

FINANCIAL IMPACT:

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

ATTACHMENTS:
Res_ETJ_Release_Smith_Christenson_10 AC wExhibits.pdf
SMITH Map.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING APPROXIMATELY 10.01 ACRE OF LAND FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCEL R600082, AND BEING LOCALLY KNOWN AS 101 CHRISTENSON CREST, GEORGETOWN, WILLIAMSON COUNTY, TEXAS, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 31, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of an approximately 10.01 acre tract of land in the A.H. Porter Survey (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

Roger Allen Smith
Robyn Beth Smith
3052 Agave Loop
Round Rock, Texas 78681

RECEIVED
MAR 31 2026
CITY SEC.

March 30 2026

City Secretary
City of Georgetown
808 Martin Luther King Jr St.
Georgetown, Texas 78626

Re: Petition for Release from ETJ – 10.010 Acres (R600082)

Dear City Secretary,

Please find enclosed the Petition for Release from the Extraterritorial Jurisdiction of the City of Georgetown for the above-referenced 10.010-acre property located in Williamson County.

The Petition is submitted pursuant to Chapter 42, Subchapter D of the Texas Local Government Code and includes all required supporting exhibits, including the deed, legal description, and maps.

The Petition has been fully executed and notarized by the property owners. We respectfully request confirmation of receipt and processing in accordance with the applicable statutory requirements.

Please feel free to contact Courtney McWhorter at Sprouse Shrader Smith PLLC with any questions regarding this submission.

Thank you for your time and consideration.

Sincerely,

Roger Allen Smith
Robyn Beth Smith

PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF GEORGETOWN

March 30, 2026

Petitioner: Roger Allen Smith and Robyn Beth Smith

Mailing & Residential Address: 3052 Agave Loop, Round Rock, Texas 78681

Disannexation Area Requested:

All that certain 10.010 acre tract of land out of the A.H. Porter Survey, Abstract No. 490 in Williamson County, Texas and being more particularly described in a deed to the property recorded in Document No. 2020119655, of the Official Public Records of Williamson County, Texas attached hereto as Exhibit "A" and map attached hereto as Exhibit "B".

Parcel ID No. and Property Address: R600082; 101 Christenson Crest, Georgetown, Texas 78628

Contact Person for Petitioner: Courtney McWhorter
Sprouse Shrader Smith PLLC
Galleria Oaks A&B, 13215 Bee Cave Pkwy, Suite A-230
Austin, Texas 78738
Email: courtney.mcwhorter@sprouselaw.com
Telephone: 512.615.6650

This Petition for release, pursuant to Subchapter D of Chapter 42 of the Texas Local Government Code applies for the foregoing reasons:

- No military base is located within five miles of the Property (Sec. 42.101 (1)); see location map attached as Exhibit "C";
- The exclusion provided in 42.101(2) does not apply because the Property was not voluntarily annexed, and since Williamson County grew by less than 50 percent from the 2010 census to the 2020 census. In fact, according to the US Census website, the population of Williamson County only increased by 44.08% from the 2010 to the 2020 census. The following data was acquired from the USA census website: https://www.census.gov/quickfacts/fact/table/williamsoncountytexas/PST045223;
- Sec. 42.101(3) exclusion does not apply since the City of Georgetown's population is less than 1.4 million, and Williamson County's population is less than 2 million;
- The exclusion of Sec. 42.101(4) does not apply because the Property is not located in an area designated as an industrial district under Sec. 42.044; and

- The exclusion of Sec. 42.101(5) does not apply because the Property is not located in an area subject to a strategic partnership agreement.

As noted above, no exclusion applies under Subchapter D of Chapter 42 of the Texas Local Government Code. Accordingly, the Petitioners as the sole owners of the Property, as indicated by Parcel ID No. R600082, has the authority under 42.102(b) to file this petition for release. As the sole owners signing this petition, the Petitioners have satisfied Sec. 42.104 (b) and (c). By providing the attached maps, Petitioners have fulfilled the last requirement under Sec. 42.104 (d)(1).

This Petition is signed and notarized by the Petitioners as the sole owners of the referenced Property and is delivered to the City Secretary's office at 808 Martin Luther King Jr St. Georgetown, Texas 78626. As required under Sec. 42.105, the City must notify the Petitioner of the results of the Petition.

Petitioners respectfully requests that the City of Georgetown immediately release the Property from the City's ETJ.

Petitioners:

Roger Allen Smith
DOB: [redacted]
Date Signed: 3/30/2026

Robyn Beth Smith
DOB: [redacted]
Date Signed: 3/30/26

STATE OF TEXAS
COUNTY OF Williamson

Sworn to and subscribed before me on the 30th day of March 2026, by Roger Allen Smith.

Leslie Ann McKenzie
My Commission Expires
4/5/2027
Notary ID 130163302

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF Williamson

Sworn to and subscribed before me on the 30th day of March 2026, by Robyn Beth Smith.

Leslie Ann McKenzie
My Commission Expires
4/5/2027
Notary ID 130163302

Notary Public, State of Texas

EXHIBIT A
Deed with Legal Description

ELECTRONICALLY RECORDED 2020119655
Williamson County, Texas Total Pages: 8

GF#20059991

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.

WARRANTY DEED WITH VENDOR'S LIEN

Date: **September 30, 2020**

Grantor: **Harrison 209 LLC, a Texas limited liability company**

Grantor's Mailing Address (including county):

202 Dovetail Cv.
Georgetown, TX 78628
Williamson County

Grantee: **Roger Allen Smith a/k/a Roger Smith and spouse, Robyn Beth Smith**

Grantee's Mailing Address (including county):

3052 Agave Loop
Round Rock, Texas 78681
Williamson County

Consideration:

For the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration paid to the undersigned by the Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's Note that is in the principal amount of **Three Hundred Sixty Thousand and No/100 Dollars ($360,000.00)**, payable to the order of **Capital Farm Credit, ACA**. The Note is secured by a Vendor's Lien retained in favor of **Capital Farm Credit, ACA** in this Deed and by a Deed of Trust from Grantee to **Ben R. Novosad**, Trustee.

Unofficial Document

Property (including any improvements):

Tract 1: All that certain 10.010 acre tract of land out of the A. H. PORTER Survey, Abstract No. 490 in Williamson County, Texas and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

Tract 2: Being a 60 foot wide non-exclusive access easement out of the A. H. Porter Survey, Abstract 490, in Williamson County, Texas, and being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof for all purposes.

Tract 3: Being a 0.8012 acre (34,902) square feet access easement out of the A. H. PORTER Survey, Abstract No. 490, in Williamson County, Texas, and being more particularly described by metes and bounds in Exhibit "C" attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any applicable governmental district, agency, authority, etc. taxes for current year, the payment of which Grantee assumes.

Grantor for the consideration and subject to the reservations from and 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 hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Capital Farm Credit, ACA, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the Note herein described. The Vendor's Lien and Superior Title to the property are retained for the benefit of **Capital Farm Credit, ACA,** and are

Unofficial Document

transferred to that party without recourse on Grantor.

EXECUTED this 30 day of September, 2020.

Harrison 209 LLC, a Texas limited liability company

By: Chad Sullivan
Name: Chad Sullivan
Title: Manager

STATE OF Texas
COUNTY OF Williamson

This instrument was acknowledged before me on the 30 day of September, 2020, by Chad Sullivan, Manager of **Harrison 209 LLC, a Texas limited liability company**, on behalf of said limited liability company.

PENNIE CHANDLER
Notary Public, State of Texas
Expires JULY 11, 2022
I.D.# 141280-8

Pennie Chandler
Notary Public, State of TX
Notary's Name (printed):
Notary's commission expires:

AFTER RECORDING RETURN TO:

LONGHORN TITLE COMPANY
3613 Williams Drive, Bldg. 2, Ste. 204
Georgetown, TX 78628

Unofficial Document

FOREST SURVEYING AND MAPPING CO.
T.B.P.L.S Firm # 10002000
1002 Ash St.
Georgetown, TX, 78626

EXHIBIT A

DESCRIPTION FOR: Harrison 209 LLC

Tract 7, 10.010 Acres

BEING 10.010 acres of land, situated in the A. H. Porter Survey, Abstract No. 490, in Williamson County, Texas, said 10.010 acres being a portion out of a 209.281 acre tract, of record to HARRISON 209 LLC, Document No. 2020012734, Official Public Records Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in September of 2020 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

COMMENCING, at a ½" capped iron pin found (steel pin), marked "MATKIN HOOVER", at the Southwest corner of said 209.281 acre tract, same being the Southeast corner of a 155.015 acre tract, of record to Cimarron Hills Development, LLC, Document No. 2012087332, (OPRWCT), same being the Northeast corner of a 813.09 acre tract, of record to Paloma Cimarron Hills, LP, Document No. 2001017168, (OPRWCT), same being the Northwest corner of Lot 26, Block B, Cedar Hollow Crossing Subdivision, Cabinet J, Slides 338-353, Plat Records Williamson County, Texas, (PRWCT), same being a point in the South line of Lightning Ranch Road, a 60 foot wide Access Easement, of record to Harrison 209 LLC, Tract 2, Document No. 2020012734, (OPRWCT), thence, with the West boundary line of said 209.281 acre tract, (L5) N 21°11'59" W, 60.00 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", thence with the North line of Lightning Ranch Road, with ½" capped iron pin set, marked "FOREST RPLS 1847" (L4) N 68°50'01" E, 60.25 feet, N 69°15'02" E, 770.75 feet, to the North corner of the East termination point of said 60 foot wide Access Easement to Harrison 209 LLC, Tract 2, same being the North corner of the West termination point of a 60 foot wide Access Easement, called 5.52 Acres, to Kerry E. Russell, Document No. 9904412, described in Volume 2242, Page 743, Deed Records Williamson County, Texas, (DRWCT), continuing with the North line of Lightning Ranch Road, (L3) N 69°14'54" E, 69.03 feet, (L2) N 69°13'43" E, 243.30 feet, (L1) N 68°44'42" E, 156.26 feet, N 68°44'42" E, 50.00 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for the Southwest corner hereof, same being the most easterly Southwest corner of Tract 8, surveyed this date, for the True POINT OF BEGINNING,

THENCE, departing the North line of Lightning Ranch Road, over and across said 209.281 acre tract, with the common line of Tract 7 and Tract 8, the following four (4) courses and distances:

1. (L11) N 21°03'06" W, 50.00 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for an ell corner hereof,
2. (L12) S 68°44'42" W, 10.00 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for an ell corner hereof,
3. N 21°03'06" W, 643.01 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for the Northwest corner hereof,
4. N 68°56'54" E, 632.54 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for the Northeast corner hereof, same being upper the Southeast corner of Tract 8, said point being in the West line of Tract 9,

THENCE, continuing over and across said 209.281 acre tract, with the common line of Tract 7 and Tract 9, the following three (3) courses and distances:

1. S 21°03'06" E, 616.03 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for an ell corner hereof,
2. (L6) S 68°59'34" W, 15.00 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for an ell corner hereof,
3. (L7) S 21°03'06" E, 75.00 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for the Southeast corner hereof, said point being in the North line of Lightning Ranch Road,

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THENCE, continuing over and across said 209.281 acre tract, with the North line of Lightning Ranch Road, the following three (3) courses and distances:

1. (L8) S 68°59'34" W, 25.82 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for an angle point hereof,
2. (L9) S 68°46'14" W, 208.12 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for an angle point hereof,
3. (L10) S 68°44'42" W, 373.60 feet, to the POINT OF BEGINNING, and containing 10.010 acres, more or less.

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

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent encroachments, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this, the 2nd day of September 2020, A.D. File: Harrison Tract 7.doc

WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847

STATE OF TEXAS
REGISTERED
WILLIAM F. FOREST, JR.
1847
PROFESSIONAL
LAND SURVEYOR

Unofficial Document

EXHIBIT B

FIELD NOTES FOR 60-FOOT-WIDE ACCESS EASEMENT
(From State Highway No. 29 to North line of 98.38 Acre Owen tract)

BEING a 60-foot-wide strip of land, situated in the A. H. Porter Survey, Abstract No. 490, in Williamson County, Texas, said land being a portion of that certain tract of land called 1,764.68 acres, as conveyed to Resort Properties, Inc. by deed as recorded in Volume 2748, Page 318, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of June, 1992, under the supervision of Don H. Bizzell, Registered Professional Land Surveyor, and being more particularly described as follows:

BEGINNING at a point on the north line of State Highway No. 29, being the south line of the above-referenced 1,764.68 acre tract, said point being S 83° 50' 30"E, 38.15 feet from the most southerly Southwest corner of the said 1,764.68 acre tract;

THENCE, along and 30 feet to either side of the following described centerline; N 20° 15' 30"W, 533.99 feet; N 19° 32'W, 1,172.86 feet; N 19° 01'W, 265.79 feet; N 18° 51'W, 379.51 feet; N 19° 32' 30"W, 166.71 feet; N 14° 29' 30"W, 66.97 feet; N 10° 22' 30"E, 119.52 feet; N 26° 20'E, 377.49 feet; N 19° 04'E, 47.04 feet; N 2° 54'E, 92.73 feet; N 5° 08'W, 92.11 feet; N 8° 06'E, 107.44 feet; N 9° 36'E, 65.45 feet; N 8° 47'E, 46.34 feet; N 1° 55' 30"W, 46.91 feet; N 20° 12'W, 215.97 feet; N 14° 26' 30"W, 112.81 feet; N 30° 35' 30"W, 431.67 feet; N 26° 19'W, 94.93 feet; N 20° 49'W, 158.91 feet; N 11° 01' 30"W, 49.02 feet; N 13° 23'W, 78.27 feet; N 21° 06' 30"W, 71.12 feet; N 29° 44'W, 53.30 feet to a point for the Termination hereof;

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

I, Don H. Bizzell, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that said property has access to and from a dedicated roadway, to the best of my knowledge and belief.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this the day of September, 1992, A. D.

Don H. Bizzell
Registered Professional Land Surveyor, No. 2218
State of Texas

STATE OF TEXAS
DON H. BIZZELL
2218

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation

Unofficial Document

FOREST SURVEYING AND MAPPING CO.
T.B.P.L.S Firm # 10002000
1002 Ash St.
Georgetown, TX, 78626

EXHIBIT C

DESCRIPTION FOR: Harrison 209 LLC

Access Easement No. 2

BEING 0.8012 acres (34,902 square feet) of land, situated in the A. H. Porter Survey, Abstract No. 490, in Williamson County, Texas, said 0.8012 acres being a portion out of a 209.281 acre tract, of record to HARRISON 209 LLC, Document No. 2020012734, Official Public Records Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in September of 2020 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

COMMENCING, at a ½" capped iron pin found (steel pin), marked "MATKIN HOOVER", at the Southwest corner of said 209.281 acre tract, same being the Southeast corner of a 155.015 acre tract, of record to Cimarron Hills Development, LLC, Document No. 2012087332, (OPRWCT), same being the Northeast corner of a 813.09 acre tract, of record to Paloma Cimarron Hills, LP, Document No. 2001017168, (OPRWCT), same being the Northwest corner of Lot 26, Block B, Cedar Hollow Crossing Subdivision, Cabinet J, Slides 338-353, Plat Records Williamson County, Texas, (PRWCT), same being a point in the South line of Lightning Ranch Road, a 60 foot wide Access Easement, of record to Harrison 209 LLC, Tract 2, Document No. 2020012734, (OPRWCT), thence, with the West boundary line of said 209.281 acre tract, (L5) N 21°11'59" W, 60.00 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", thence with the North line of Lightning Ranch Road, with ½" capped iron pins set, marked "FOREST RPLS 1847", (L4) N 68°50'01" E, 60.25 feet, N 69°15'02" E, 770.75 feet, to the North corner of the East termination point of said 60 foot wide Access Easement to Harrison 209 LLC, Tract 2, same being the North corner of the West termination point of a 60 foot wide Access Easement, called 5.52 Acres, to Kerry E. Russell, Document No. 9904412, described in Volume 2242, Page 743, Deed Records Williamson County, Texas, (DRWCT), continuing with the North line of Lightning Ranch Road, (L3) N 69°14'54" E, 60.03 feet, (L2) N 69°13'43" E, 243.30 feet, (L1) N 68°44'42" E, 156.26 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for the Southwest corner hereof, same being the Southeast corner of Tract 6, surveyed this date, said point being the most westerly Southeast corner of Tract 5, surveyed this date, to the TRUE POINT OF BEGINNING,

THENCE, over and across said 209.281 acre tract and Tracts 6, 5, 8 and 7, surveyed this date, the following three (3) courses and distances:

1. departing the North line of Lightning Ranch Road, N 21°03'06" W, passing at 50.00 feet, a ½" capped iron pin set, marked "FOREST RPLS 1847", an ell corner of said Tract 6, in all a total distance of 698.13 feet, to a point for the Northwest corner hereof,
2. N 68°56'54" E, 50.00 feet, to a point, for the Northeast corner hereof,
3. S 21°03'06" E, 697.95 feet, to a point, for the Southeast corner hereof, said point being the Southwest corner of Tract 7, said point being in the North line of Lightning Ranch Road,

THENCE, with the North line of Lightning Ranch Road, S 68°44'42" W, 50.00 feet, to the POINT OF BEGINNING, and containing 0.8012 acres (34,902 square feet), more or less.

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

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this, the 2nd day of September 2020, A.D. File: Harrison Access Easement No. 2.doc

STATE OF TEXAS REGISTERED WILLIAM F. FOREST, JR. III 1847 PROFESSIONAL LAND SURVEYOR

RETURN TO Longhorn Title Co., Inc.

WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847

Surveying Services are regulated by the Texas Board of Professional Engineers and Land Surveyors
1917 S Interstate 35 Austin, TX 78741, US (512) 440-7723

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2020119655

Pages: 8 Fee: $49.00
10/01/2020 02:51 PM

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document

EXHIBIT B
Map

EXHIBIT C
Location Map

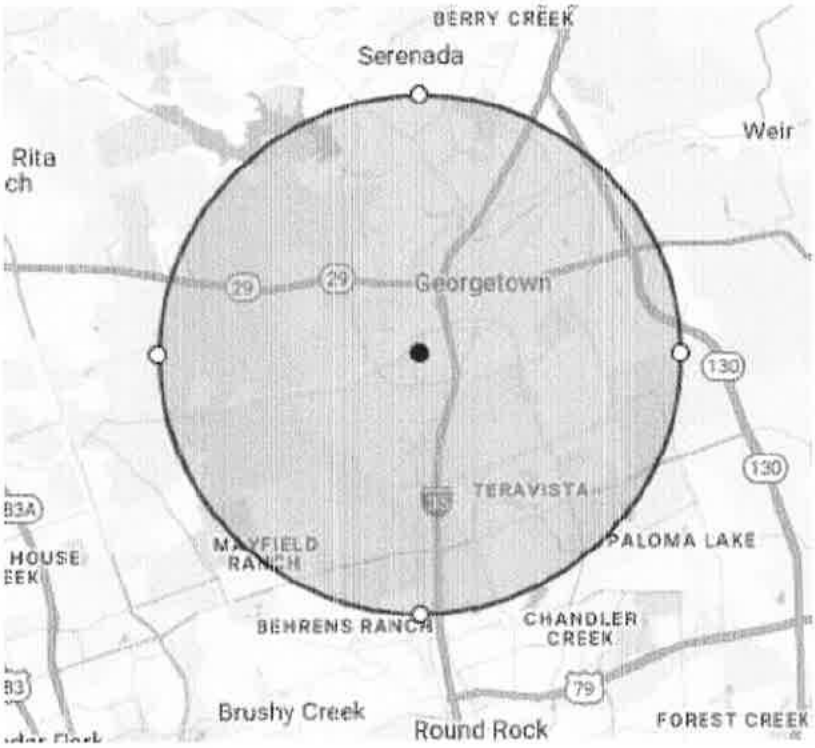


Exhibit B to Resolution

Legal Description and Map

FOREST SURVEYING AND MAPPING CO.
T.B.P.L.S Firm # 10002000
1002 Ash St.
Georgetown, TX. 78626

EXHIBIT A

DESCRIPTION FOR: Harrison 209 LLC

Tract 7, 10.010 Acres

BEING 10.010 acres of land, situated in the A. H. Porter Survey, Abstract No. 490, in Williamson County, Texas, said 10.010 acres being a portion out of a 209.281 acre tract, of record to HARRISON 209 LLC, Document No. 2020012734, Official Public Records Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in September of 2020 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

COMMENCING, at a ½" capped iron pin found (steel pin), marked "MATKIN HOOVER", at the Southwest corner of said 209.281 acre tract, same being the Southeast corner of a 155.015 acre tract, of record to Cimarron Hills Development, LLC, Document No. 2012087332, (OPRWCT), same being the Northeast corner of a 813.09 acre tract, of record to Paloma Cimarron Hills, LP, Document No. 2001017168, (OPRWCT), same being the Northwest corner of Lot 26, Block B, Cedar Hollow Crossing Subdivision, Cabinet J, Slides 338-353, Plat Records Williamson County, Texas, (PRWCT), same being a point in the South line of Lightning Ranch Road, a 60 foot wide Access Easement, of record to Harrison 209 LLC, Tract 2, Document No. 2020012734, (OPRWCT), thence, with the West boundary line of said 209.281 acre tract, (L5) N 21°11'59" W, 60.00 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", thence with the North line of Lightning Ranch Road, with ½" capped iron pin set, marked "FOREST RPLS 1847" (L4) N 68°50'01" E, 60.25 feet, N 69°15'02" E, 770.75 feet, to the North corner of the East termination point of said 60 foot wide Access Easement to Harrison 209 LLC, Tract 2, same being the North corner of the West termination point of a 60 foot wide Access Easement, called 5.52 Acres, to Kerry E. Russell, Document No. 9904412, described in Volume 2242, Page 743, Deed Records Williamson County, Texas, (DRWCT), continuing with the North line of Lightning Ranch Road, (L3) N 69°14'54" E, 60.03 feet, (L2) N 69°13'43" E, 243.30 feet, (L1) N 68°44'42" E, 156.26 feet, N 68°44'42" E, 50.00 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for the Southwest corner hereof, same being the most easterly Southwest corner of Tract 8, surveyed this date, for the True POINT OF BEGINNING,

THENCE, departing the North line of Lightning Ranch Road, over and across said 209.281 acre tract, with the common line of Tract 7 and Tract 8, the following four (4) courses and distances:

1. (L11) N 21°03'06" W, 50.00 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for an ell corner hereof,

2. (L12) S 68°44'42" W, 10.00 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for an ell corner hereof,

3. N 21°03'06" W, 643.01 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for the Northwest corner hereof,

4. N 68°56'54" E, 632.54 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for the Northeast corner hereof, same being upper the Southeast corner of Tract 8, said point being in the West line of Tract 9,

THENCE, continuing over and across said 209.281 acre tract, with the common line of Tract 7 and Tract 9, the following three (3) courses and distances:

1. S 21°03'06" E, 616.03 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for an ell corner hereof,

2. (L6) S 68°59'34" W, 15.00 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for an ell corner hereof,

3. (L7) S 21°03'06" E, 75.00 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for the Southeast corner hereof, said point being in the North line of Lightning Ranch Road,

Unofficial Document

THENCE, continuing over and across said 209.281 acre tract, with the North line of Lightning Ranch Road, the following three (3) courses and distances:

1. (L8) S 68°59'34" W, 25.82 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for an angle point hereof,
2. (L9) S 68°46'14" W, 208.12 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for an angle point hereof,
3. (L10) S 68°44'42" W, 373.60 feet, to the POINT OF BEGINNING, and containing 10.010 acres, more or less.

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

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this, the 2nd day of September 2020, A.D. File: Harrison Tract 7.doc

WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847

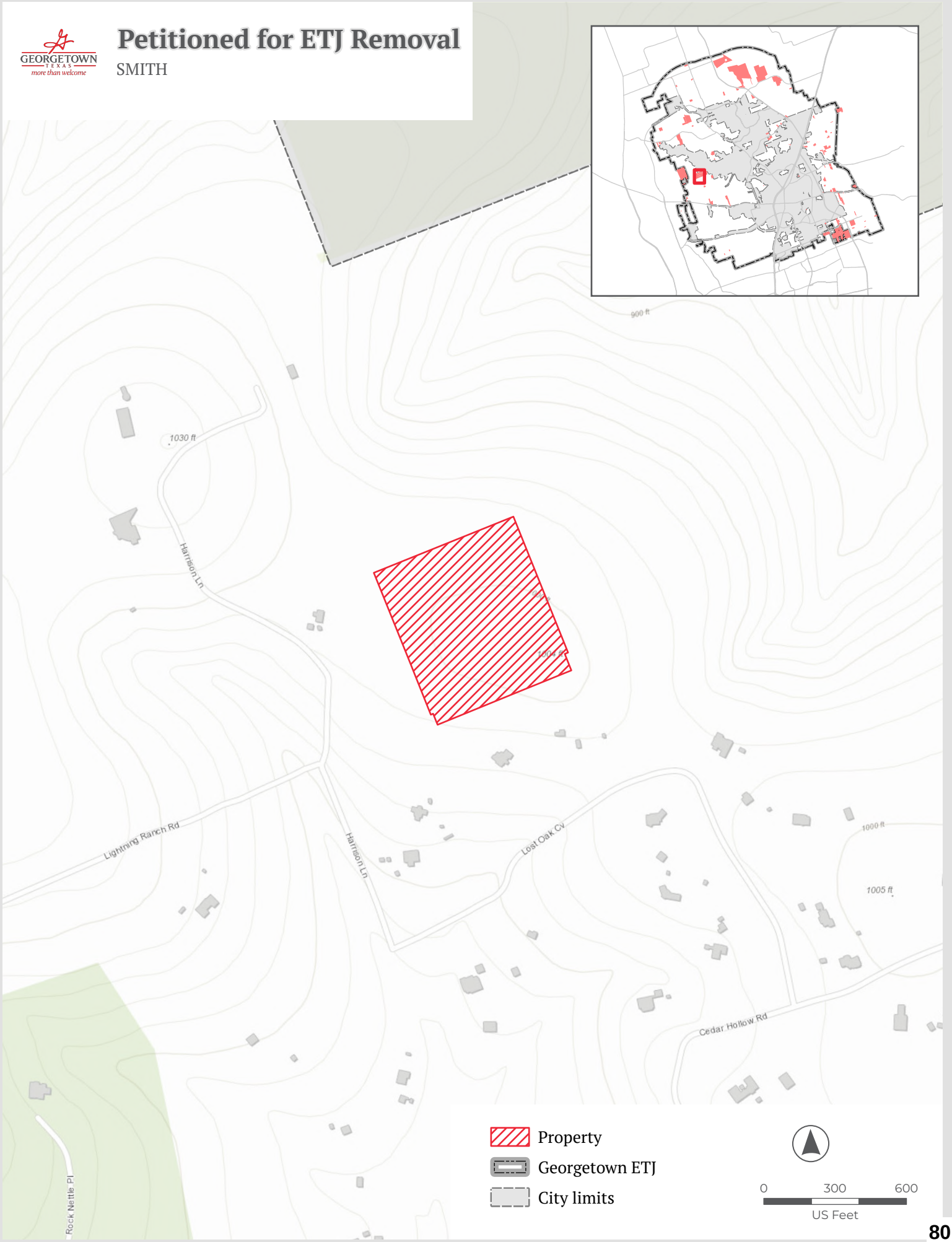
STATE OF TEXAS
REGISTERED
WILLIAM F. FOREST, JR.
1847
PROFESSIONAL
LAND SURVEYOR

Unofficial Document

EXHIBIT B
Map

Petitioned for ETJ Removal

SMITH



City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Resolution - Adoption of the Updated Neighborhood Transportation Management Plan

SUGGESTED ACTION:
Consideration and possible action to adopt the updated Neighborhood Transportation Management Plan -- Lua Saluone, PE, Transportation Manager

ITEM SUMMARY:
The City Council has determined that residents throughout the City of Georgetown are often concerned about high traffic speeds and/or volumes in residential areas. Speeding vehicles and unexpected traffic volumes, whether perceived or real, may contribute to a sense of uneasiness or create safety concerns within a community.

On January 23, 2018, the City Council directed City staff to develop a policy to efficiently address traffic safety concerns in residential areas and to streamline the processes and procedures necessary to improve public safety and operational effectiveness; and

On July 10, 2018, City Council approved the Neighborhood Traffic Management Policy (NTMP) which provides an objective and comprehensive framework to better address mitigation of adverse effects of traffic in residential areas; and

City Council now finds it necessary and appropriate to amend the NTMP to incorporate provisions for traffic-calming measures that promote the safety and livability of local neighborhoods, and to revise the language of said NTMP to provide greater clarity and understanding regarding the procedures for establishing or modifying speed limits, as well as for planning, approving, and implementing neighborhood traffic-calming and safety projects on residential streets, residential collectors, and neighborhood collectors owned and maintained by the City of Georgetown.

FINANCIAL IMPACT:
In accordance with the adopted Plan, financial commitments by the City of Georgetown will be evaluated during each fiscal year budget process.

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

ATTACHMENTS:
Res_NTMP Update_03.24.2026.pdf
Neighborhood Traffic Management Program_04.28.2026_FINAL.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING THE NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that residents throughout the City of Georgetown are often concerned about high traffic speeds and/or volumes in residential areas. Speeding vehicles and unexpected traffic volumes, whether perceived or real, may contribute to a sense of uneasiness or create safety concerns within a community; and

WHEREAS, on January 23, 2018, the City Council directed City staff to develop a policy to efficiently address traffic safety concerns in residential areas and to streamline the processes and procedures necessary to improve public safety and operational effectiveness; and

WHEREAS, on July 10, 2018, City Council approved the Neighborhood Traffic Management Policy (NTMP) which provides an objective and comprehensive framework to better address mitigation of adverse effects of traffic in residential areas; and

WHEREAS, the City Council now finds it necessary and appropriate to amend the NTMP to incorporate provisions for traffic-calming measures that promote the safety and livability of local neighborhoods, and to revise the language of said NTMP to provide greater clarity and understanding regarding the procedures for establishing or modifying speed limits, as well as for planning, approving, and implementing neighborhood traffic-calming and safety projects on residential streets, residential collectors, and neighborhood collectors owned and maintained by the City of Georgetown; and

WHEREAS, the City Council finds that the adoption of an amended NTMP is in the best interest of the public and the residents of the City.

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 Amended Neighborhood Traffic Management Policy attached hereto as Exhibit A is hereby adopted.

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 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 _____ day of _____, 2026.

ATTEST:

_____
Robyn Densmore, City Secretary

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

Transportation Division – Systems Engineering

Neighborhood Traffic Management Program

Effective Date: July 10, 2018

Revised Date: April 28, 2026

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DEFINITIONS

Arterial Streets
A street designed to carry large volumes of local and regional traffic into or out of the City which provides for efficient vehicular movement between distant locations, decreasing traffic on local and collector streets.

Bulb out (a.k.a. Curb Extension)
A sidewalk extension that narrows the roadway at an intersection or mid-block, reducing crossing distance for pedestrians and slowing turning vehicles.

Chicane
A series of alternating curb extensions or shifts in the roadway alignment that create an S-shaped travel path, used to slow traffic.

Chokers
Curb extensions or build-outs that narrow the travel lane at mid-block or intersection approaches to slow traffic and discourage passing.

Lateral Shift
A curb extension or alignment change that causes the travel lane to shift sideways, forcing drivers to reduce speed.

Local Street
A street that provides access to residential and commercial properties with short trip lengths, low speeds, and typically serves local traffic only.

Major Collectors
A street that connects and distributes traffic between Arterial Streets and Local Streets providing access and movement between neighborhoods, parks, schools, retail areas and the arterial street system. A collector street may serve both residential and commercial development, depending on the type of collector and average daily traffic volume.

Mitigation
Strategies or improvements implemented to reduce the negative impacts of traffic (e.g., installing signals, adding turn lanes, applying traffic calming, adjusting signal timing).

Neighborhood Collectors
A street that primarily serves the local traffic needs of a subdivision, neighborhood or development, with relatively low traffic counts and lower speeds.

Platted Neighborhood
The final map of all or a portion of a subdivision previously approved by the proper decision-making body. A Final Plat shall be prepared in accordance with the provisions of this Code and those of any other applicable local regulation, with the purpose of being prepared to be placed on record in the office of the County Clerk.

Prima Facie Speed Limit
A default speed limit established by state law where no specific limit is posted. For example, in Texas: 30 mph in urban districts, 15 mph in alleys, 70 mph on highways outside urban areas (unless otherwise posted).

Residential Collectors
A residential street that connects and distributes residential traffic between Local Streets and Major Collectors and Arterials. May directly serve residential development, with limited spacing between access points.

Roundabout
A circular intersection where traffic flows counterclockwise around a central island, designed to improve safety and efficiency by reducing conflict points and requiring yielding at entry.

Traffic Calming Devices
Physical measures designed to slow or reduce traffic speeds and volumes in residential/neighborhood areas (e.g. bulb out, chokers, traffic circles, roundabouts).

Traffic Circle
A small circular intersection (often on local streets) where traffic yields to circulating traffic, but usually less formal in design than a modern roundabout (may allow stop control, higher speeds, or different yielding rules).

Traffic Studies
Systematic investigation of traffic conditions in a specific area to understand how vehicles, pedestrians, and sometimes cyclists move through it. The purpose is to provide data and analysis to help make informed decisions about traffic control, road design or safety improvements.

PURPOSE

The Neighborhood Traffic Management Program (NTMP) addresses safety concerns in residential neighborhoods with the installation of warranted small-scale traffic calming devices, signage, striping and/or techniques. The NTMP process is initiated by residents, through their Homeowners Associations (HOA)/ Neighborhood Associations (NOA) or elected representatives.

Representatives

For purposes of this program, neighborhoods with an established HOA or NOA will be represented by that governing body. The application will require a minimum of 51% of property owners within the HOA/ NOA, or subdivision, supporting the application. In neighborhoods without such a governing body, residents may elect representatives to participate in the program. To elect a representative, the neighborhood must secure written support from at least 51% of the platted lots within the subdivision in favor of participation.

In all cases, the project must be supported by at least 51% of the platted lots within the platted subdivision, not just the residents on the affected street.

Some mitigation measures require unanimous (100%) support from the property owners whose properties would be directly affected. Please contact the Transportation Department at ___ to confirm the level of support required for your proposed project.

The elected representatives, HOA, or NOA will serve as the "Requestor" for the purposes of this program. The Requestor of record will receive all correspondence, act as the primary point of contact, and serve as the liaison to any community organizations within whose boundaries the requested study area lies.

Requestors must submit a complete NTMP application.

Program Goals and Objectives

- **Improve Neighborhood Traffic Safety:** The NTMP seeks to promote and maintain a safe, comfortable, and pleasant environment for all users of neighborhood streets through targeted traffic mitigation projects. The NTMP ensures that traffic mitigation efforts are guided by community input and involvement to ensure that the City's actions reflect the priorities and needs of residents in their daily lives.

- **Preserve Neighborhood Character and Livability**: The NTMP ensures that traffic management efforts enhance, rather than diminish, the unique character and quality of life within each neighborhood. By prioritizing the comfort, safety, and residential nature of these areas, the

program seeks to maintain the sense of community and protect neighborhoods from the negative impacts of excessive traffic and automobile use.

- **Increase Neighborhood Involvement**: The NTMP is designed to foster active resident participation in identifying traffic concerns, shaping practical solutions, and supporting their implementation. By engaging the community throughout the process, the program empowers residents to weigh the benefits and trade-offs of potential projects and ensure that outcomes reflect their priorities and values.

Eligibility

To be eligible for this Program, the Requestor must ensure that the subject street(s) meet all of the following criteria before submitting an NTMP application.

The subject street must:

- Be a public street within the city limits of Georgetown; classified as a Residential Road, Residential Collector, and/or Neighborhood Collector Road, as defined in the City's Unified Development Code. Major collectors and Arterial Roads are evaluated through a separate process and are outside the scope of the NTMP.
- Be within a platted subdivision.
- Have a posted or Prima Facie speed limit of 35 mph or lower.
- Consist of at least one travel lane in each direction – (Turn lanes, bike lanes, and parking lanes are not counted as travel lanes).
- Be paved.

NTMP REQUEST PROCESS - OVERVIEW

Application submission

Requestors must submit complete NTMP applications to be considered for the Program. In order to be deemed complete, applications must include:

- Complete and accurate NTMP Request Application Form (Appendix A) and
- A Petition of Support with the required number of signatures in support (Appendix B).

The Requestor must submit a completed application and all required supporting documentation by email to Transportation Department at **transportation@georgetowntexas.gov** and must include "NTMP" in the subject line of the email.

Staff application review

Application review will be completed within 3 months from the date of submission of a completed application.

- Incomplete applications will not be considered and will be returned by email to the Requestor of record.
- Complete applications are prioritized in the order each application was received.
- The Requestor will receive notification of application status. Notification of a complete submission and start of study will be provided to the Requestor of record.

Notification of Application Acceptance

If the application is accepted, the City will notify the Requestor of the acceptance of the application through email.

Traffic Study

All requested projects are required to undergo a traffic study; however, traffic studies are subject to funding availability and must be approved through the City's annual budget process.

- Traffic studies typically evaluate factors such as traffic volume and speeding trends and include, at a minimum, the following components:
  - The City will conduct the study on a weekday during the school year.
  - As part of the study, the department will perform a traffic count. Traffic counts will be conducted on weekdays—preferably Tuesday through Thursday—to capture typical traffic conditions.
  - The City will not conduct traffic studies during school break periods, holidays, or during adverse conditions or events (including rain, festivals, or similar disruptions).

Notification of Study Results

Notification of study results will be provided to the Requestor of record by email.

Neighborhood Meeting

After results have been shared with the Requestor of record, staff may coordinate with the requestor to schedule a meeting with interested parties Requestor to present the results.

- **A public meeting is not required** unless staff deems appropriate.

Funding for Design and Construction

Recommended improvements are subject to funding availability and must be presented to City Council as part of the City's annual budget process.

- NOTE: The City's standard for traffic management designs is concrete, and the City does not install or maintain decorative features such as fountains or landscaping.

- If a neighborhood is interested in materials or designs other than concrete, the neighborhood may discuss those options with the Transportation Department. Any such request is subject to City review and approval and requires a license to encroach. Please note that not all neighborhoods will be eligible for this option.

Implementation

Projects may not begin until funding is approved and appropriated through the City's annual budget process. Once approved, study recommendations will be scheduled for design and/or construction.

REMOVAL OF TRAFFIC CALMING DEVICES

Traffic calming devices installed under the Neighborhood Traffic Management Program (NTMP) may be considered for removal to mitigate unforeseen safety concerns or unacceptable traffic diversion. Any removal requires approval from Transportation.

Requests for removal are subject to the same process as implementation. The Requestor must obtain the same level of neighborhood support and submit the same required information as is required for implementation.

The Requestor must submit a completed application for removal, along with all required supporting documentation, by email to the Transportation Department at **transportation@georgetowntexas.gov**. The email subject line must include "NTMP."

Appendix A: Process Flow Chart

NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM

↓

ELEGIBILITY
- Public street within the city limits; clasified as Residential Road, Residential Collector, and or Neighborhood Collector Road.
- Street must be within a platted subdivision.
- Have a Prima Facie speed limit of 35 mph or lower.
- Consist of at least one travel lane in each direction.
- Street must be paved.

↓

1. APPLICATION SUBMISSION
- Requestor must submit complete NTMP applications to be considered for the Program.
- In order to be deemed complete, applications must include:
    - Complete and accurate NTMP Request Application Form
    - Petition of Support

↓

2. STAFF APPLICATION REVIEW
- Application review will be completed within 3 months from the date of submission of a complete application.
- Complete applications are prioritized in the order each application was received.
- The Requestor will receive notification of application status. Notification of a complete sumbission and start of study will be provided to the Requestor of record.

↓

3. NOTIFICATION OF APPLICATION ACCEPTANCE
- If the application is accepted, the City will notify the Requestor of the acceptance of the application through email.

↓

4. TRAFFIC STUDY
- All requested projects are required to undergo a traffic study; however, traffic studies are subject to funding availability and must be approved through the City's annual budget process.
- Traffic studies typically evaluate factors such as traffic volume and speedign trends and include, at a minimum the follwoing components:
    - The City will conduct the study on a weekday during the school year.
    - As part of the study, the department will perform traffic counts.
    - The City will not conduct traffic studies during school break periods, holidays, or adverse conditions or events.

↓

5. NOTIFICATION OF STUDY RESULTS
- Notification of study results will be provided to the Requestor of record by email.

↓

END

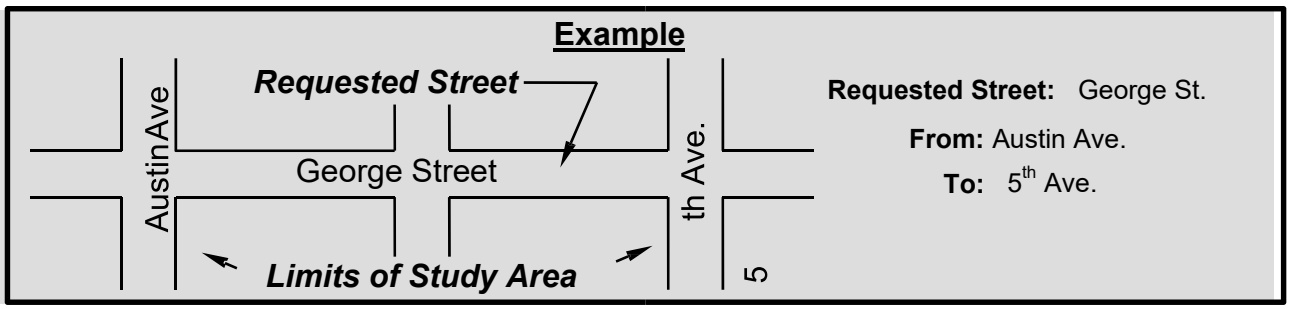
Appendix B: NTMP Request Application Form

NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM REQUEST APPLICATION

Submittal of this form constitutes a formal request and must contain the completed information in the application and any additional background material you wish to include. This request will be processed according to the guidelines and procedures for the Neighborhood Traffic Management Program in effect as of the date the request is submitted.

REQUESTED STREET LOCATION:

Requested Street:	
From:	
To:	



Benefits	Trade-offs
Improved traffic conditions enhance safety, reduce speeding, and improve overall quality of life for residents.	Traffic-calming measures may alter traffic patterns or require the removal of existing on-street parking.
Targeted speed enforcement can positively influence driver behavior and reduce speeding.	Enforcement efforts are typically short-term and may not provide a lasting solution without complementary measures.
Enhanced comfort and safety for pedestrians and cyclists through improved street design and traffic calming.	Implementation may require additional right-of-way or easements from adjacent property owners.
Greater neighborhood involvement in identifying issues and shaping project designs fosters community ownership and tailored solutions.	Project success depends on sustained neighborhood support, which can be challenging to organize and maintain.

By my signature below, I agree to be the Requester of Record for this request. I have read the guidelines and procedures governing the Neighborhood Traffic Management Program and agree to carry out to the best of my

x

abilities the duties and responsibilities associated with being the Requester of Record. I also understand that any documents submitted to the City of Georgetown may be subject to public disclosure in accordance with the Texas Public Information Act.

REQUESTOR INFORMATION:

Name:		**Subdivision Name:**	
Address:			
City, St, Zip:			
Email Address:			
Phone Number:			

Signature of Requestor: _____

Date:_____

A request can be made by a resident, homeowner/neighborhood association, or other entity whose property is located within the study area. The Requester of record will receive all correspondence and is the primary contact for the request. This person will also serve as the liaison to any community organizations within whose boundaries the requested study area lies.

Prior to submitting a request, the Requester must meet with Transportation to discuss the speed or traffic volume issues being considered for mitigation.

1. Date of Pre-application conference_____

2. Type of Application:

   Speed Study: ☐ Traffic Study: ☐

3. A general description of the traffic problem or condition to be remedied:

_____

_____

_____

_____

_____

4. Special conditions concerning the proposed study area that are germane to this request:

_____

_____

_____

_____

_____

5. Evidence of support from the neighborhood and community: (See Appendix C)

_____

_____

_____

_____

_____

_____

_____

Please attach any additional information to support the application.

Timeline subject to change based on contracting requirements, type and extent of data collection, technical review, number of projects, and/or other factors that will be discussed with the Requestor upon submittal.

City of Georgetown Certification: Date of Receipt: _____

Type of Application: _____ Completeness Review: YES ☐ NO ☐

Staff Recipient: _____ Initial Here: _____

A copy of the completed Staff Certification will be sent to the Requestor upon completion.

Appendix C: Petition of Support

PETITION OF SUPPORT

We, the undersigned property owners, acknowledge and support the request for a Neighborhood Traffic Management Program for the _____ subdivision/street.

Total Number of Residences /Total Number of Signatures within HOA/NOA or on the subject street: _____

Name of the property owner	Address	Signature

Note: A minimum of 51% petition of support from residential households on the subject street(s) is required.

Appendix D: Approved Neighborhood Traffic Calming Options

APPROVED NEIGHBORHOOD TRAFFIC CALMING OPTIONS

The Institute of Transportation Engineers (ITE) defines traffic calming as "*the combination of physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users*."

Traffic calming mechanisms encompass horizontal deflections such as chicanes, bulb-outs, and roundabouts; all designed to reduce speeds and manage traffic volumes.

Any traffic calming device or geometric street feature must be approved by Transportation .

Any warranted mitigation is to be installed in public right-of-way.

CLASSIFICATION	OPTION	BENEFIT	DRAWBACK	CONTRAINTS
Width Reduction	Pavement Edgelines (markings)	-May reduce speeds. -No impact on emergency service vehicles. -Creates buffer next to travel lane.	-May impact parking due to narrow road width.	-Pavement width may not be adequate. - Requires frequent maintenance.
	Bulb out (Curve Extensions)	-May reduce speeds. -Creates protected on-street parking bays. -Improves pedestrian safety by reducing crossing distances. -May be combined with other measures like raised islands.	-Higher installation costs than striping or signage due to curb reconstruction, utility relocation and potential landscaping. - May require drainage modifications. May impact on-street parking, particularly near intersections.	-In areas with narrow sidewalks or constrained ROW, expanding the curb may not be feasible.

CLASSIFICATION	OPTION	BENEFIT	DRAWBACK	CONTRAINTS
	Choker	-Chokers easily negotiable by large vehicles. -May reduce speeds. -May be combined with islands and circles for improved effectiveness. -Similar to a bulb out but used at mid-block locations.	-May require bicyclists to briefly merge with vehicular traffic. -May require the elimination of some on-street parking.	
	Island	-May reduce speeds -No impact on emergency services -Creates buffer next to travel lane	-May impact parking due to narrow road width. - Median island restricts access to driveways from both directions.	-Pavement width may not be adequate.
Horizontal Deflection	Lateral Shift	-Reduces speeds by introducing horizontal deflection that forces drivers to adjust their steering path and travel at lower speeds. -Reduce cut-through traffic by making the route less direct.	- May reduce on-street parking. - Applicable only in midblock. - Appropriate if the speed limit is typically 35 mph or less (FHWA). - May require drainage modifications. - Some lateral shifts are more effective than others. -Higher installation cost compared to other traffic calming measures.	-Requires engineering design and construction. - Requires sufficient street width for implementation. - Placements need to consider the accessibility of driveways. - Underground and overhead utilities may limit the placement of medians, curb extensions or

CLASSIFICATION	OPTION	BENEFIT	DRAWBACK	CONTRAINTS
				adjusted travel lanes.
	Chicane	- Flexible design since can be installed using permanent curb changes or materials like striping, planters or bollards. -May reduce speeds by creating horizontal deflection that requires drivers to steer through a series of alternating curves. -Discourage cut through traffic by making roads less appealing to through drivers.	-May reduce on-street parking. -Requires sufficient street width for implementation. - May require drainage modifications. -Higher installation costs compared to other traffic calming measures. -May slow emergency response times.	-Requires engineering design and construction. -Should retain sufficient width to allow for the continued easy flow of emergency vehicles. -Appropriate if the speed limit is typically 35 mph or less (FHWA).
	Roundabouts and Traffic Circles	-May reduce speeds. -Reduce number and severity of crashes. -Reduce conflict points. -Allows for continuous vehicle movement. -May be combined with chokers for improved effectiveness.	-Slows response time of emergency services. -May reduce on-street parking. -Requires more right of way than a traditional intersection.	-Requires engineering design and construction. -Certain measures are incompatible with school bus and other large vehicle operations.

CLASSIFICATION	OPTION	BENEFIT	DRAWBACK	CONTRAINTS
Others	Enforcement	-Targeted application at specific times or locations based on observed violations. -Immediate speed reduction when enforcement is active. -Short-term improvement.	-Short-term effectiveness as drivers tend to revert to previous behaviors once enforcement presence reduces.	- Law enforcement agencies often have limited personnel, making it difficult to provide consistent coverage in all areas.
	Speed Trailer	-Short term speed reduction. -Easy to set-up. -Does not require physical changes. -May be effective where traffic is predominantly local.	-Short term effectiveness. -May encourage high speeds by motorists testing device.	-Only one through lane in each direction. -Requires adequate room for equipment.
	Speed Radar Signs	-Increase driver awareness of speeding by providing real-time alerts when drivers are exceeding the speed limit. -Studies show that the signs can reduce vehicle speeds by 5-10 mph. -Can be used to collect data. -Portable options are available (trailer-mounted and pole-mounted). -Cost effective in comparison with physical traffic calming measures.	- No legal penalty – These signs do not issue tickets or penalties, so habitual speeders may ignore them. -Ongoing cost for the maintenance and data retrieval equipment or software. -Must be installed where approaching drivers can clearly see them.	- They need power supply (electric or solar power) -Radar signs are considered traffic calming or advisory devices, not enforceable regulatory signs. - Cannot link speeds to license plates. -Not effective on curves or hills.

CLASSIFICATION	OPTION	BENEFIT	DRAWBACK	CONTRAINTS
	Education	-Promotes driver awareness -Encourage voluntary compliance by helping drivers understand the reasons behind traffic rules and the impact of their actions.	-Temporary results. -No physical impact on speed or volume reduction. -Requires continuous effort.	-Resource limitations. -Dependence on public participation.

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Resolution - Medical Program Administration and Bundled Pharmacy Management Services with United Healthcare

SUGGESTED ACTION:
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

ITEM SUMMARY:
A total of 8 proposals for one or more coverages were received in response to the City's competitively advertised Request for Proposals (RFP) 20260331 for Employee Benefits (including medical, pharmacy benefits management, and point solutions) for the upcoming 2027 coverage year.

Proposals were evaluated extensively by Alliant Insurance Services, the City's Benefits Consultant, Human Resources, and representatives from the Employee Benefits Committee, focusing on services offered including but not limited to plan design, innovative solutions, integrated systems, customer services and claims process, communication strategy, compliance as well as the financial impact. Where possible, coverages were bundled during negotiations to achieve the best value for the City. A summary of the overall scores is attached.

Based on the overall offering, value & financial impact on the City, including benefit quality for employees, staff recommends award as follows:

Program Recommended Partner
Medical TPA and bundled Pharmacy Management Services: United Healthcare

The City anticipates offering competitive benefits to employees while minimizing the financial impact to both employees and the City. Coverages will be reviewed during the year to evaluate performance, and the City has requested three-year rate guarantees where applicable, saving the cost of processing an RFP, providing continuity in care to employees and allowing the City to establish an ongoing relationship with the provider.

FINANCIAL IMPACT:
The guaranteed cost for the administration of health benefits for the first three years are reflected in a Per Employee Per Month fee:

- Year 1 (2027)-$58.41
- Year 2 (2028)-$59.41
- Year 3 (2029)-$61.95

Competitive administrative costs including Disease Management Productions, dedicated health

coach, COBRA administration, Employee Work Solutions, and a dedicated service management team all included in the monthly Per Employee Per Month (PEPM) Administration charge. It is anticipated with an estimated improvement of $1,344,600 annually for RX Fixed Rebates.

The City's benefit eligible employees have grown 130% with medical plan enrollment growth of 132% over the length of the last contract (5 years). This contract provides a guaranteed fixed administrative cost over the next three benefit years allowing cost control over benefits as the City's employee base continues to grow and health care costs continue to rise.

SUBMITTED BY:
Jamie Beran, Human Resources and OD

ATTACHMENTS:
City of Georgetown - PY2027-29 - Finalist BAFO Summary.pdf
Resolution Awarding Self-funded Medical Program Administration to UHC 4.28.2026.pdf

Alliant

GEORGETOWN
TEXAS
more than welcome

RFP 202615 Employee Benefits

March 5, 2026

RFP 202615
Best & Final Comparison

RFP 202615 Executive Summary – Best & Final

Vendor	Notes	Impact
UHC RFP	Medical TPA is UHC, Medical Network with UHC Choice Plus, Pharmacy PBM is UHC	Renewal is shown with three options
Aetna RFP	Medical TPA is Aetna, Medical Network with Aetna Choice POS, Pharmacy PBM is CVS	2027 Impact: -$0.07M (-0.5%) in net projected savings 2028 Impact: -$0.7M (-4.0%) in net projected savings 2029 Impact: -$0.8M (-4.1%) in net projected savings 2027 - 2029 Impact: -$1.6M (-3.0%) in net projected savings
Cigna RFP	Medical TPA is Cigna, Medical Network with Cigna OAP, Pharmacy PBM is Cigna	2027 Impact: $0.2M (1.2%) in net projected savings 2028 Impact: -$0.4M (-2.5%) in net projected savings 2029 Impact: -$0.6M (-3.2%) in net projected savings 2027 - 2029 Impact: -$0.9M (-1.7%) in net projected savings

RFP 202615

Medical Plan Comparison-

Best & Final

Alliant Insurance Services

2027 UHC (Incumbent) BAFO Analysis

Incumbent's proposal includes the following:

- Naviguard: In 2025 saved the City $130.81 PEPM
- Additional Wellness Support:
  - Health Engagement Coach
  - Health Engagement Consultant
- Rx Rebate Allocation Options
  - 100% Rebate Share

City of Georgetown

Self-Funded Rate Analysis

Plan Year January 2027 - December 2027

	Current	Renewal		
Medical Administrative Carrier	UHC	UHC		
Medical Network	UHC Choice +	UHC Choice + / Surest / Nexus		
PBM Vendor (if pharmacy carved out)	UHC	UHC		
Stop Loss Carrier	UHC	UHC		
Employee Count	842	842	842	842
Administrative Fees PEPM		**Option 1 (Hybrid)**	**Option 2 (100% Rebate Share)**	**Option 3 (RX Carve Out)**
Base Medical Administration	$51.46	$51.46	$51.46	$60.00
Consulting Fee	$0.00	$0	$0	$0
Rx Admin Fee	$0.00	$0	$0	$0
HSA Fee	$0.00	$0	$0	$0
Third Party PBM Integration	$0.00	$0	$0	$0
Stop Loss Integration	$0.00	$0	$0	$0
Virtual Visits	$0.00	$0	$0	$0
BVA / Member Rewards	$0.00	$0	$0	$0
Network Fee	$0.00	$0	$0	$0
Naviguard	$2.50	$6.50	$6.50	$10.50
Utilization Management	$0.00	$0	$0	$0
Behavioral Health	$0.00	$0	$0	$0
Telemedicine	$0.00	$0	$0	$0
NSA/CAA Compliance	$0.00	$0	$0	$0
Clinical Health Solutions	$0.00	$0	$0	$0
Medical Rebate Credit	N/A	N/A	N/A	N/A
Rx Rebate Credit	-$47.00	-$51.46	$0	$0
Variable Copay Program	$0.45	$0.45	$0.45	$0.45
Total Administrative Fee PEPM	$7.41	$6.95	$58.41	$70.95
Total Annual Administrative Premium	**$74,871**	**$70,223**	**$590,175**	**$716,879**
Change from Renewal	***0%***	***0%***	***740%***	***921%***
Additional Credits				
General Purpose Credit	$0	-$10,000	$0	$0
Implementation Credit	$0	$0	$0	$0
Pharmacy Implementation Credit	$0	$0	$0	$0
Admin Fee Waiver (1 Month)*	$0	$0	$0	$0
Pharmacy Management Allowance	$0	-$20,000	-$20,000	$0
Audit Credit	-$30,000	-$30,000	-$30,000	-$30,000
Communication Credit	-$25,000	-$100,000	-$40,000	-$25,000
Wellness Credit	-$200,000	-$250,000	-$200,000	-$100,000
Medical Waiver Stipend	$221,400	$221,400	$221,400	$221,400
Total Annual Additional Credits	**-$33,600**	**-$188,600**	**-$68,600**	**$66,400**
Change from Renewal		***0%***	***-64%***	***-135%***
Annual Fixed Costs Total	**$2,711,788**	**$3,210,233**	**$3,850,185**	**$4,111,889**
Change from Renewal	***$0***	***$0***	***$639,952***	***$901,656***
	0%	***0%***	***20%***	***28%***

Notes
1) Enrollment Data from UHC - December 2025 enrollment - 842
2) The above budget does not reflect the PCORI fee - $3.47 PMPY - $5,114
3) HSA Funding of $421,125 is not included.

Alliant Insurance Services

2027 Plan Year Respondent Analysis- BAFO

UHC
- Value Adds: Wellness program support

Aetna:
- Reduced Administrative Fee: $59.45 → $58.95
- 1 month of fee credit up to $50K in year 1
- Carved out Rx: $23,360 Implementation fee + $0.060 PEPM
- Included Smart Compare
- Included National Advantage Program for OON Claims ($4.00 PEPM)

Cigna:
- Quote Assumes integrated pharmacy

Plan Year January 2027 - December 2027

	Renewal			Option 1	Option 2
Medical Administrative Carrier	UHC			Aetna	Cigna
Medical Network	UHC Choice + / Surest / Nexus			Aetna Choice POS	Cigna PPO
Administrative Fees PEPM	**Option 1 (Hybrid)**	**Option 2 (100% Rebate Share)**	**Option 3 (RX Carve Out)**	**100% Rebate Share**	**100% Rebate Share**
Base Medical Administration	$51.46	$51.46	$60.00	$58.95	$50.03
Consulting Fee	$0	$0	$0	$0.00	$0
Rx Admin Fee	$0	$0	$0	$1.55	$0
HSA Fee	$0	$0	$0	$0.00	$0
Third Party PBM Integration	$0	$0	$0	$0.00	$0
Stop Loss Integration	$0	$0	$0	$0.00	$4.00
Virtual Visits	$0	$0	$0	$0.00	$0
BVA / Member Rewards	$0	$0	$0	$0.00	$0
Network Fee	$0	$0	$0	$3.40	$0
Naviguard	$6.50	$6.50	$10.50	$4.00	$0
Utilization Management	$0	$0	$0	$0.00	$1.25
Behavioral Health	$0	$0	$0	$0.00	$0
Telemedicine	$0	$0	$0	$0.00	$0
NSA/CAA Compliance	$0	$0	$0	$0.00	$0
Clinical Health Solutions	$0	$0	$0	$0.00	$0
Medical Rebate Credit	N/A	N/A	N/A	N/A	N/A
Rx Rebate Credit	-$51.46	$0	$0	N/A	N/A
Variable Copay Program	$0.45	$0.45	$0.45	N/A	N/A
Total Administrative Fee PEPM	$6.95	$58.41	$70.95	$67.90	$55.28
Total Annual Administrative Premium	**$70,223**	**$590,175**	**$716,879**	**$686,062**	**$558,549**
Change from Renewal	***0%***	***740%***	***921%***	***877%***	***695%***
Stop Loss Premiums					
Total Annual Stop Loss Premium	**$3,328,611**	**$3,328,611**	**$3,328,611**	**$3,328,611**	**$3,328,611**
Change from Renewal	***0%***	***0%***	***0%***	***0%***	***0%***
Additional Credits					
General Purpose Credit	-$10,000	$0	$0	$0	$0
Implementation Credit	$0	$0	$0	$0	-$75,000
Pharmacy Implementation Credit	$0	$0	$0	-$9,375	-$5,000
Admin Fee Waiver (1 Month)*	$0	$0	$0	-$50,000	$0
Pharmacy Management Allowance	-$20,000	-$20,000	$0	-$5,625	-$10,000
Audit Credit	-$30,000	-$30,000	-$30,000	-$30,000	-$30,000
Communication Credit	-$100,000	-$40,000	-$25,000	-$25,000	-$100,000
Wellness Credit	-$250,000	-$200,000	-$100,000	-$200,000	-$250,000
Medical Waiver Stipend	$221,400	$221,400	$221,400	$221,400	$221,400
Total Annual Additional Credits	**-$188,600**	**-$68,600**	**$66,400**	**-$98,600**	**-$248,600**
Change from Renewal	***0%***	***-64%***	***-135%***	***-48%***	***32%***
Annual Fixed Costs Total	**$3,210,233**	**$3,850,185**	**$4,111,889**	**$3,916,072**	**$3,638,560**
Change from Renewal	***$0***	***$639,952***	***$901,656***	***$705,839***	***$428,326***
	0%	***20%***	***28%***	***22%***	***13%***
Claims					
Medical Claims PEPM	$804.85	$804.85	$804.85	$797.75	$847.46
Pharmacy Claims PEPM	$458.10	$458.10	$458.10	$458.10	$458.10
Total Claims PEPM	$1,262.95	$1,262.95	$1,262.95	$1,255.85	$1,305.56
Annual Expected Claims	**$12,760,832**	**$12,760,836**	**$12,760,836**	**$12,689,077**	**$13,191,360**
Annual Maximum Claims	**$4,628,632**	**$4,628,632**	**$4,628,632**	**$4,628,632**	**$4,628,632**
Additional Liability					
Rx Rebates (Traditional)	$0	-$1,293,117	$0	-$639,230	-$661,330
HSA Funding					
Shared Savings					
Expected Annual Plan Cost	**$15,971,065**	**$15,317,905**	**$16,872,726**	**$15,965,919**	**$16,168,589**
Change from Renewal	***$0***	***-$653,160***	***$901,661***	***-$5,145***	***$197,525***
	0.0%	***-4.1%***	***5.6%***	***0.0%***	***1.2%***
Maximum Annual Plan Cost	**$7,838,866**	**$7,185,701**	**$8,740,522**	**$7,905,475**	**$7,605,862**
Change from Current	***8%***	***-1%***	***20%***	***9%***	***4%***

Notes
1) Enrollment Data from UHC – December 2025 enrollment - 842
2) The above budget does not reflect the PCORI fee - $3.47 PMPY - $5,114
3) HSA Funding of $421,125 is not included.

Alliant Insurance Services

2028 Plan Year Respondent Analysis-BAFO

Plan Year January 2028 - December 2028

	Renewal			Option 1	Option 2
Medical Administrative Carrier	UHC			Aetna	Cigna
Medical Network	UHC Choice + / Surest / Nexus			Aetna Choice POS	Cigna PPO
Administrative Fees PEPM	**Option 1 (Hybrid)**	**Option 2 (100% Rx Rebate Share)**	**Option 3 (RX Carve Out)**	**100% Rebate Share**	**100% Rebate Share**
Base Medical Administration	$51.46	$51.46	$60.00	$58.95	$51.53
Consulting Fee	$0	$0	$0	$0	$0
Rx Admin Fee	$0	$0	$0	$1.55	$0
HSA Fee	$0	$0	$0	$0	$0
Third Party PBM Integration	$0	$0	$0	$0	$0
Stop Loss Integration	$0	$0	$0	$0	$4.00
Virtual Visits	$0	$0	$0	$0	$0
BVA / Member Rewards	$0	$0	$0	$0	$0
Network Fee	$0	$0	$0	$3	$0
Naviguard	$7.50	$7.50	$11.50	$4	$0
Utilization Management	$0	$0	$0	$0	$1.25
Behavioral Health	$0	$0	$0	$0	$0
Telemedicine	$0	$0	$0	$0	$0
NSA/CAA Compliance	$0	$0	$0	$0	$0
Clinical Health Solutions	$0	$0	$0	$0	$0
Medical Rebate Credit	N/A	N/A	N/A	N/A	N/A
Rx Rebate Credit	-$51.46	$0	$0	N/A	N/A
Variable Copay Program	$0.45	$0.45	$0.45	N/A	N/A
Total Administrative Fee PEPM	$7.95	$59.41	$71.95	$67.90	$56.78
Total Annual Administrative Premium	**$80,327**	**$600,279**	**$726,983**	**$686,062**	**$573,705**
Change from Renewal	***0%***	***647%***	***805%***	***754%***	***614%***
Stop Loss Premiums					
Total Annual Stop Loss Premium	**$4,150,750**	**$4,150,750**	**$4,150,750**	**$4,150,750**	**$4,150,750**
Change from Renewal	***0%***	***0%***	***0%***	***0%***	***0%***
Additional Credits					
General Purpose Credit	-$10,000	-$10,000	-$10,000	$0.00	$0.00
Pharmacy Management Allowance	-$20,000	-$20,000	$0	-$5,625	-$10,000
Audit Credit	-$30,000	-$30,000	-$30,000	-$30,000	-$30,000
Communication Credit	-$100,000	-$40,000	-$25,000	-$25,000	-$100,000
Wellness Credit	-$250,000	-$200,000	-$100,000	-$200,000	-$250,000
Medical Waiver Stipend	$221,400	$221,400	$221,400	$221,400	$221,400
Total Annual Additional Credits	**-$188,600**	**-$78,600**	**$56,400**	**-$39,225**	**-$168,600**
Change from Renewal	***0%***	***-58%***	***-130%***	***-79%***	***-11%***
Annual Fixed Costs Total	**$4,042,477**	**$4,672,429**	**$4,934,133**	**$4,797,587**	**$4,555,855**
Change from Renewal	***$0***	***$629,952***	***$891,656***	***$755,110***	***$513,378***
	0%	***16%***	***22%***	***19%***	***13%***
Claims					
Medical Claims PEPM	$865.21	$865.21	$865.21	$857.58	$911.02
Pharmacy Claims PEPM	$510.78	$510.78	$510.78	$510.78	$510.78
Total Claims PEPM	$1,375.99	$1,375.99	$1,375.99	$1,368.36	$1,421.80
Annual Expected Claims	**$13,903,039**	**$13,903,045**	**$13,903,045**	**$13,825,903**	**$14,365,857**
Annual Maximum Claims	**$5,160,925**	**$5,160,925**	**$5,160,925**	**$5,160,925**	**$5,160,925**
Additional Liability					
Rx Rebates (Traditional)	$0	-$1,370,374	$0	-$1,329,562	-$1,427,730
HSA Funding					
Expected Annual Plan Cost	**$17,945,516**	**$17,205,099**	**$18,837,178**	**$17,293,928**	**$17,493,982**
Change from Renewal	***$0***	***-$740,417***	***$891,661***	***-$651,588***	***-$451,534***
	0.0%	***-4.1%***	***5.0%***	***-3.6%***	***-2.5%***

Notes
1) Enrollment Data from UHC – December 2025 enrollment - 842
2) The above budget does not reflect the PCORI fee - $3.47 PMPY - $5,114
3) HSA Funding of $421,125 is not included.

Alliant Insurance Services

2029 Plan Year Respondent Analysis-BAFO

Plan Year January 2029 - December 2029

	Renewal			Option 1	Option 2
Medical Administrative Carrier	UHC			Aetna	Cigna
Medical Network	UHC Choice + / Surest / Nexus			Aetna Choice POS	Cigna PPO
Administrative Fees PEPM	**Option 1 (Hybrid)**	**Option 2 (100% Rx Rebate Share)**	**Option 3 (RX Carve Out)**	**100% Rebate Share**	**100% Rebate Share**
Base Medical Administration	$53.00	$53.00	$61.80	$58.95	$53.07
Consulting Fee	$0	$0	$0	$0	$0
Rx Admin Fee	$0	$0	$0	$1.55	$0
HSA Fee	$0	$0	$0	$0	$0
Third Party PBM Integration	$0	$0	$0	$0	$0
Stop Loss Integration	$0	$0	$0	$0	$4.00
Virtual Visits	$0	$0	$0	$0	$0
BVA / Member Rewards	$0	$0	$0	$0	$0
Network Fee	$0	$0	$0	$0	$0
Naviguard	$8.50	$8.50	$12.50	$0	$0
Utilization Management	$0	$0	$0	$0	$1.25
Behavioral Health	$0	$0	$0	$0	$0
Telemedicine	$0	$0	$0	$0	$0
NSA/CAA Compliance	$0	$0	$0	$0	$0
Clinical Health Solutions	$0	$0	$0	$0	$0
Medical Rebate Credit	N/A	N/A	N/A	N/A	N/A
Rx Rebate Credit	-$51.46	$0	$0	N/A	N/A
Variable Copay Program	$0.45	$0.45	$0.45	N/A	N/A
Total Administrative Fee PEPM	$10.49	$61.95	$74.75	$60.50	$58.32
Total Annual Administrative Premium	**$105,991**	**$625,943**	**$755,274**	**$611,292**	**$589,265**
Change from Renewal	***0%***	***491%***	***613%***	***477%***	***456%***
Stop Loss Premiums					
Total Annual Stop Loss Premium	**$5,177,924**	**$5,177,924**	**$5,177,924**	**$5,177,924**	**$5,177,924**
Change from Renewal	***0%***	***0%***	***0%***	***0%***	***0%***
Additional Credits					
General Purpose Credit	-$10,000	-$10,000	-$10,000	$0	$0
Pharmacy Management Allowance	-$20,000	-$20,000	$0	-$5,625	-$10,000
Audit Credit	-$30,000	-$30,000	-$30,000	-$30,000	-$30,000
Communication Credit	-$100,000	-$40,000	-$25,000	-$25,000	-$100,000
Wellness Credit	-$250,000	-$200,000	-$100,000	-$200,000	-$250,000
Medical Waiver Stipend	$221,400	$221,400	$221,400	$221,400	$221,400
Total Annual Additional Credits	**-$188,600**	**-$78,600**	**$56,400**	**-$39,225**	**-$168,600**
Change from Current	***0%***	***-58%***	***-130%***	***-79%***	***-11%***
Annual Fixed Costs Total	**$5,095,315**	**$5,725,267**	**$5,989,598**	**$5,749,991**	**$5,598,590**
Change from Renewal	***$0***	***$629,952***	***$894,283***	***$654,676***	***$503,274***
	0%	***12%***	***18%***	***13%***	***10%***
Claims					
Medical Claims PEPM	$930.10	$930.10	$930.10	$921.90	$979.35
Pharmacy Claims PEPM	$569.52	$569.52	$569.52	$569.52	$569.52
Total Claims PEPM	$1,499.62	$1,499.62	$1,499.62	$1,491.42	$1,548.87
Annual Expected Claims	**$15,152,204**	**$15,152,210**	**$15,152,210**	**$15,069,283**	**$15,649,733**
Annual Maximum Claims	**$5,754,431**	**$5,754,431**	**$5,754,431**	**$5,754,431**	**$5,754,431**
Additional Liability					
Rx Rebates (Traditional)	$0	-$1,370,374	$0	-$1,405,389	-$1,641,340
HSA Funding					
Expected Annual Plan Cost	**$20,247,519**	**$19,507,103**	**$21,141,808**	**$19,413,885**	**$19,606,983**
Change from Renewal	***$0***	***-$740,417***	***$894,289***	***-$833,635***	***-$640,537***
	0.0%	***-3.7%***	***4.4%***	***-4.1%***	***-3.2%***

Notes
1) Enrollment Data from UHC – December 2025 enrollment - 842
2) The above budget does not reflect the PCORI fee - $3.47 PMPY - $5,114
3) HSA Funding of $421,125 is not included.

Alliant Insurance Services

2027-2029 Plan Years Respondent Analysis-BAFO

City of Georgetown

Self-Funded Rate Analysis

Plan Year January 2027 - December 2029

	Renewal			Option 1	Option 2
Medical Administrative Carrier	UHC			Aetna	Cigna
Medical Network	UHC Choice + / Surest / Nexus			Aetna Choice POS	Cigna PPO
Administrative Fees PEPM	**Option 1 (Hybrid)**	**Option 2 (100% Rx Rebate Share)**	**Option 3 (RX Carve Out) - CVS**	**100% Rebate Share**	**100% Rebate Share**
Base Medical Administration	$51.97	$51.97	$60.60	$58.95	$51.54
Consulting Fee	$0	$0	$0	$0	$0
Rx Admin Fee	$0	$0	$0	$1.55	$0
HSA Fee	$0	$0	$0	$0	$0
Stop Loss Integration	$0	$0	$0	$0	$4.00
Virtual Visits	$0	$0	$0	$0	$0
BVA / Member Rewards	$0	$0	$0	$0	$0
Network Fee	$0	$0	$0	$2	$0
Naviguard	$7.50	$7.50	$11.50	$3	$0
COBRA / HIPAA	$0.00	$0.00	$0.00	$0	$0.00
Fiduciary Responsibility Transfer (ELAP)	$0.00	$0.00	$0.00	$0	$0.00
Utilization Management	$0	$0	$0	$0	$1.25
Behavioral Health	$0	$0	$0	$0	$0
Telemedicine	$0	$0	$0	$0	$0
NSA/CAA Compliance	$0	$0	$0	$0	$0
Clinical Health Solutions	$0	$0	$0	$0	$0
Medical Rebate Credit	$0	$0	$0	$0	$0
Rx Rebate Credit	-$51.46	$0	$0	$0	$0
Variable Copay Program	$0.45	$0.45	$0.45	$0	$0
Total Administrative Fee PEPM	$8.46	$59.92	$72.55	$65.43	$56.79
Total Annual Administrative Premium	**$256,541**	**$1,816,396**	**$2,199,136**	**$1,983,415**	**$1,721,520**
Change from Renewal	***0%***	***608%***	***757%***	***673%***	***571%***
Stop Loss Premiums PEPM					
Total Annual Stop Loss Premium	**$12,657,285**	**$12,657,285**	**$12,657,285**	**$12,657,285**	**$12,657,285**
Change from Renewal	***0%***	***0%***	***0%***	***0%***	***0%***
Additional Credits					
General Purpose Credit	-$30,000	-$20,000	-$20,000	$0	$0
Implementation Credit	$0	$0	$0	$0	-$75,000
Pharmacy Implementation Credit	$0	$0	$0	-$9,375	-$5,000
Admin Fee Waiver (6 Months)*	$0	$0	$0	-$50,000	$0
Pharmacy Management Allowance	-$60,000	-$60,000	$0	-$16,875	-$30,000
Audit Credit	-$90,000	-$90,000	-$90,000	-$90,000	-$90,000
Communication Credit	-$300,000	-$120,000	-$75,000	-$75,000	-$300,000
Wellness Credit	-$750,000	-$600,000	-$300,000	-$600,000	-$750,000
Medical Waiver Stipend	$664,200	$664,200	$664,200	$664,200	$664,200
Total Annual Additional Credits	**-$565,800**	**-$225,800**	**$179,200**	**-$177,050**	**-$585,800**
Change from Renewal	***0%***	***-60%***	***-132%***	***-69%***	***4%***
Annual Fixed Costs Total	**$12,348,026**	**$14,247,881**	**$15,035,621**	**$14,463,651**	**$13,793,005**
Change from Renewal	***$0***	***$1,899,856***	***$2,687,595***	***$2,115,625***	***$1,444,979***
	0%	***15%***	***22%***	***17%***	***12%***
Claims					
Annual Expected Claims	**$41,816,075**	**$41,816,091**	**$41,816,091**	**$41,584,262**	**$43,206,950**
Additional Liability					
Rx Rebates (Traditional)	**$0**	**-$4,033,865**	**$0**	**-$3,374,181**	**-$3,730,400**
Expected Annual Plan Cost	**$54,164,101**	**$52,030,107**	**$56,851,712**	**$52,673,732**	**$53,269,555**
Change from Renewal	***$0***	***-$2,133,993***	***$2,687,611***	***-$1,490,369***	***-$894,546***
	0.0%	***-3.9%***	***5.0%***	***-2.8%***	***-1.7%***

Notes
1) Enrollment Data from UHC – December 2025 enrollment - 842
2) The above budget does not reflect the PCORI fee - $3.47 PMPY - $5,114
3) HSA Funding of $421,125 is not included.

2027 ASO Financial Breakdown – UHC Renewal Vs. Finalist TPA Proposed Offers

City of Georgetown

Self-Funded Rate Analysis

Plan Year January 2027 - December 2027

	Renewal			Option 1	Option 2
Medical Administrative Carrier	UHC			Aetna	Cigna
Medical Network	UHC Choice + / Surest / Nexus			Aetna Choice POS	Cigna PPO
Administrative Fees PEPM	**Option 1 (Hybrid)**	**Option 2 (100% Rebate Share)**	**Option 3 (RX Carve Out)**	**100% Rebate Share**	**100% Rebate Share**
Base Medical Administration	$51.46	$51.46	$60.00	$58.95	$50.03
Consulting Fee	$0	$0	$0	$0	$0
Rx Admin Fee	$0	$0	$0	$1.55	$0
HSA Fee	$0	$0	$0	$0	$0
Third Party PBM Integration	$0	$0	$0	$0	$0
Stop Loss Integration	$0	$0	$0	$0	$4.00
Virtual Visits	$0	$0	$0	$0	$0
BVA / Member Rewards	$0	$0	$0	$0	$0
Network Fee	$0	$0	$0	$0	$0
Naviguard	$6.50	$6.50	$10.50	$0	$0
Utilization Management	$0	$0	$0	$0	$1.25
Behavioral Health	$0	$0	$0	$0	$0
Telemedicine	$0	$0	$0	$0	$0
NSA/CAA Compliance	$0	$0	$0	$0	$0
Clinical Health Solutions	$0	$0	$0	$0	$0
Medical Rebate Credit	N/A	N/A	N/A	N/A	N/A
Rx Rebate Credit	-$51.46	$0	$0	N/A	N/A
Variable Copay Program	$0.45	$0.45	$0.45	N/A	N/A
Total Administrative Fee PEPM	$6.95	$58.41	$70.95	$60.50	$55.28
Total Annual Administrative Premium	**$70,223**	**$590,175**	**$716,879**	**$611,292**	**$558,549**
Change from Renewal	***0%***	***740%***	***921%***	***771%***	***695%***
Stop Loss Premiums					
Total Annual Stop Loss Premium	**$3,328,611**	**$3,328,611**	**$3,328,611**	**$3,328,611**	**$3,328,611**
Change from Renewal	***0%***	***0%***	***0%***	***0%***	***0%***
Additional Credits					
General Purpose Credit	-$10,000	$0	$0	$0	$0
Implementation Credit	$0	$0	$0	$0	-$75,000
Pharmacy Implementation Credit	$0	$0	$0	-$9,375	-$5,000
Admin Fee Waiver (1 Month)*	$0	$0	$0	-$50,000	$0
Pharmacy Management Allowance	-$20,000	-$20,000	$0	-$5,625	-$10,000
Audit Credit	-$30,000	-$30,000	-$30,000	-$30,000	-$30,000
Communication Credit	-$100,000	-$40,000	-$25,000	-$25,000	-$100,000
Wellness Credit	-$250,000	-$200,000	-$100,000	-$200,000	-$250,000
Medical Waiver Stipend	$221,400	$221,400	$221,400	$221,400	$221,400
Total Annual Additional Credits	**-$188,600**	**-$68,600**	**$66,400**	**-$98,600**	**-$248,600**
Change from Renewal	***0%***	***-64%***	***-135%***	***-48%***	***32%***
Annual Fixed Costs Total	**$3,210,233**	**$3,850,185**	**$4,111,889**	**$3,841,303**	**$3,638,560**
Change from Renewal	***$0***	***$639,952***	***$901,656***	***$631,069***	***$428,326***
	0%	***20%***	***28%***	***20%***	***13%***

Notes
1) Base Medical Admin Fee for each vendor
2) Enrollment Count through December 2025 – 842
3) Stop Loss premiums are assumed to be equivalent for all vendors

2028 ASO Financial Breakdown – UHC Renewal Vs. Finalist TPA Proposed Offers

City of Georgetown

Self-Funded Rate Analysis

Plan Year January 2028 - December 2028

	Renewal			Option 1	Option 2
Medical Administrative Carrier	UHC			Aetna	Cigna
Medical Network	UHC Choice + / Surest / Nexus			Aetna Choice POS	Cigna PPO
Administrative Fees PEPM	**Option 1 (Hybrid)**	**Option 2 (100% Rx Rebate Share)**	**Option 3 (RX Carve Out)**	**100% Rebate Share**	**100% Rebate Share**
Base Medical Administration	$51.46	$51.46	$60.00	$58.95	$51.53
Consulting Fee	$0	$0	$0	$0	$0
Rx Admin Fee	$0	$0	$0	$1.55	$0
HSA Fee	$0	$0	$0	$0	$0
Third Party PBM Integration	$0	$0	$0	$0	$0
Stop Loss Integration	$0	$0	$0	$0	$4.00
Virtual Visits	$0	$0	$0	$0	$0
BVA / Member Rewards	$0	$0	$0	$0	$0
Network Fee	$0	$0	$0	$0	$0
Naviguard	$7.50	$7.50	$11.50	$0	$0
Utilization Management	$0	$0	$0	$0	$1.25
Behavioral Health	$0	$0	$0	$0	$0
Telemedicine	$0	$0	$0	$0	$0
NSA/CAA Compliance	$0	$0	$0	$0	$0
Clinical Health Solutions	$0	$0	$0	$0	$0
Medical Rebate Credit	N/A	N/A	N/A	N/A	N/A
Rx Rebate Credit	-$51.46	$0	$0	N/A	N/A
Variable Copay Program	$0.45	$0.45	$0.45	N/A	N/A
Total Administrative Fee PEPM	$7.95	$59.41	$71.95	$60.50	$56.78
Total Annual Administrative Premium	**$80,327**	**$600,279**	**$726,983**	**$611,292**	**$573,705**
Change from Renewal	***0%***	***647%***	***805%***	***661%***	***614%***
Stop Loss Premiums					
Total Annual Stop Loss Premium	**$4,150,750**	**$4,150,750**	**$4,150,750**	**$4,150,750**	**$4,150,750**
Change from Renewal	***0%***	***0%***	***0%***	***0%***	***0%***
Additional Credits					
General Purpose Credit	-$10,000	-$10,000	-$10,000	$0.00	$0.00
Pharmacy Management Allowance	-$20,000	-$20,000	$0	-$5,625	-$10,000
Audit Credit	-$30,000	-$30,000	-$30,000	-$30,000	-$30,000
Communication Credit	-$100,000	-$40,000	-$25,000	-$25,000	-$100,000
Wellness Credit	-$250,000	-$200,000	-$100,000	-$200,000	-$250,000
Medical Waiver Stipend	$221,400	$221,400	$221,400	$221,400	$221,400
Total Annual Additional Credits	**-$188,600**	**-$78,600**	**$56,400**	**-$39,225**	**-$168,600**
Change from Renewal	***0%***	***-58%***	***-130%***	***-79%***	***-11%***
Annual Fixed Costs Total	**$4,042,477**	**$4,672,429**	**$4,934,133**	**$4,722,817**	**$4,555,855**
Change from Renewal	***$0***	***$629,952***	***$891,656***	***$680,340***	***$513,378***
	0%	***16%***	***22%***	***17%***	***13%***

Notes
1) Base Medical Admin Fee for each vendor
2) Enrollment Count through December 2025 – 842
3) Stop Loss premiums are assumed to be equivalent for all vendors

2029 ASO Financial Breakdown – UHC Renewal Vs. Finalist TPA Proposed Offers

City of Georgetown

Self-Funded Rate Analysis

Plan Year January 2029 - December 2029

	Renewal			Option 1	Option 2
Medical Administrative Carrier	UHC			Aetna	Cigna
Medical Network	UHC Choice + / Surest / Nexus			Aetna Choice POS	Cigna PPO
Administrative Fees PEPM	**Option 1 (Hybrid)**	**Option 2 (100% Rx Rebate Share)**	**Option 3 (RX Carve Out)**	**100% Rebate Share**	**100% Rebate Share**
Base Medical Administration	$53.00	$53.00	$61.80	$58.95	$53.07
Consulting Fee	$0	$0	$0	$0	$0
Rx Admin Fee	$0	$0	$0	$1.55	$0
HSA Fee	$0	$0	$0	$0	$0
Third Party PBM Integration	$0	$0	$0	$0	$0
Stop Loss Integration	$0	$0	$0	$0	$4.00
Virtual Visits	$0	$0	$0	$0	$0
BVA / Member Rewards	$0	$0	$0	$0	$0
Network Fee	$0	$0	$0	$0	$0
Naviguard	$8.50	$8.50	$12.50	$0	$0
Utilization Management	$0	$0	$0	$0	$1.25
Behavioral Health	$0	$0	$0	$0	$0
Telemedicine	$0	$0	$0	$0	$0
NSA/CAA Compliance	$0	$0	$0	$0	$0
Clinical Health Solutions	$0	$0	$0	$0	$0
Medical Rebate Credit	N/A	N/A	N/A	N/A	N/A
Rx Rebate Credit	-$51.46	$0	$0	N/A	N/A
Variable Copay Program	$0.45	$0.45	$0.45	N/A	N/A
Total Administrative Fee PEPM	$10.49	$61.95	$74.75	$60.50	$58.32
Total Annual Administrative Premium	**$105,991**	**$625,943**	**$755,274**	**$611,292**	**$589,265**
Change from Renewal	***0%***	***491%***	***613%***	***477%***	***456%***
Stop Loss Premiums					
Total Annual Stop Loss Premium	**$5,177,924**	**$5,177,924**	**$5,177,924**	**$5,177,924**	**$5,177,924**
Change from Renewal	***0%***	***0%***	***0%***	***0%***	***0%***
Additional Credits					
General Purpose Credit	-$10,000	-$10,000	-$10,000	$0	$0
Pharmacy Management Allowance	-$20,000	-$20,000	$0	-$5,625	-$10,000
Audit Credit	-$30,000	-$30,000	-$30,000	-$30,000	-$30,000
Communication Credit	-$100,000	-$40,000	-$25,000	-$25,000	-$100,000
Wellness Credit	-$250,000	-$200,000	-$100,000	-$200,000	-$250,000
Medical Waiver Stipend	$221,400	$221,400	$221,400	$221,400	$221,400
Total Annual Additional Credits	**-$188,600**	**-$78,600**	**$56,400**	**-$39,225**	**-$168,600**
Change from Current	***0%***	***-58%***	***-130%***	***-79%***	***-11%***
Annual Fixed Costs Total	**$5,095,315**	**$5,725,267**	**$5,989,598**	**$5,749,991**	**$5,598,590**
Change from Renewal	***$0***	***$629,952***	***$894,283***	***$654,676***	***$503,274***
	0%	***12%***	***18%***	***13%***	***10%***

Notes
1) Base Medical Admin Fee for each vendor
2) Enrollment Count through December 2025 – 842
3) Stop Loss premiums are assumed to be equivalent for all vendors

2027 - 2029 ASO Financial Breakdown – UHC Renewal Vs. Finalist TPA Proposed Offers

City of Georgetown

Self-Funded Rate Analysis

Plan Year January 2027 - December 2029

	Renewal			Option 1	Option 2
Medical Administrative Carrier	UHC			Aetna	Cigna
Medical Network	UHC Choice + / Surest / Nexus			Aetna Choice POS	Cigna PPO
Administrative Fees PEPM	**Option 1 (Hybrid)**	**Option 2 (100% Rx Rebate Share)**	**Option 3 (RX Carve Out) - CVS**	**100% Rebate Share**	**100% Rebate Share**
Base Medical Administration	$51.97	$51.97	$60.60	$58.95	$51.54
Consulting Fee	$0	$0	$0	$0	$0
Rx Admin Fee	$0	$0	$0	$1.55	$0
HSA Fee	$0	$0	$0	$0	$0
Stop Loss Integration	$0	$0	$0	$0	$4.00
Virtual Visits	$0	$0	$0	$0	$0
BVA / Member Rewards	$0	$0	$0	$0	$0
Network Fee	$0	$0	$0	$0	$0
Naviguard	$7.50	$7.50	$11.50	$0	$0
COBRA / HIPAA	$0.00	$0.00	$0.00	$0	$0.00
Fiduciary Responsibility Transfer (ELAP)	$0.00	$0.00	$0.00	$0	$0.00
Utilization Management	$0	$0	$0	$0	$1.25
Behavioral Health	$0	$0	$0	$0	$0
Telemedicine	$0	$0	$0	$0	$0
NSA/CAA Compliance	$0	$0	$0	$0	$0
Clinical Health Solutions	$0	$0	$0	$0	$0
Medical Rebate Credit	$0	$0	$0	$0	$0
Rx Rebate Credit	-$51.46	$0	$0	$0	$0
Variable Copay Program	$0.45	$0.45	$0.45	$0	$0
Total Administrative Fee PEPM	$8.46	$59.92	$72.55	$60.50	$56.79
Total Annual Administrative Premium	**$256,541**	**$1,816,396**	**$2,199,136**	**$1,833,876**	**$1,721,520**
Change from Renewal	***0%***	***608%***	***757%***	***615%***	***571%***
Stop Loss Premiums PEPM					
Total Annual Stop Loss Premium	**$12,657,285**	**$12,657,285**	**$12,657,285**	**$12,657,285**	**$12,657,285**
Change from Renewal	***0%***	***0%***	***0%***	***0%***	***0%***
Additional Credits					
General Purpose Credit	-$30,000	-$20,000	-$20,000	$0	$0
Implementation Credit	$0	$0	$0	$0	-$75,000
Pharmacy Implementation Credit	$0	$0	$0	-$9,375	-$5,000
Admin Fee Waiver (6 Months)*	$0	$0	$0	-$50,000	$0
Pharmacy Management Allowance	-$60,000	-$60,000	$0	-$16,875	-$30,000
Audit Credit	-$90,000	-$90,000	-$90,000	-$90,000	-$90,000
Communication Credit	-$300,000	-$120,000	-$75,000	-$75,000	-$300,000
Wellness Credit	-$750,000	-$600,000	-$300,000	-$600,000	-$750,000
Medical Waiver Stipend	$664,200	$664,200	$664,200	$664,200	$664,200
Total Annual Additional Credits	**-$565,800**	**-$225,800**	**$179,200**	**-$177,050**	**-$585,800**
Change from Renewal	***0%***	***-60%***	***-132%***	***-69%***	***4%***
Annual Fixed Costs Total	**$12,348,026**	**$14,247,881**	**$15,035,621**	**$14,314,111**	**$13,793,005**
Change from Renewal	***$0***	***$1,899,856***	***$2,687,595***	***$1,966,085***	***$1,444,979***
	0%	***15%***	***22%***	***16%***	***12%***

Notes
1) Base Medical Admin Fee for each vendor
2) Enrollment Count through December 2025 – 842
3) Stop Loss premiums are assumed to be equivalent for all vendors

Additional Notes from Administrators

UHC Choice + / Surest / Nexus	Aetna	Aetna	Cigna		
Value Adds: Maven, Second Opinion, Kaia, Cell & Gene Therapy Rider, Hinge Health (rate based on per case)	Disease Management is $735 per case	Non-Network Claim Negotiation: NAP is at 37.5% of savings (includes FCR, IBR, PCRS) with a $100,000 maximum fee per individual NAP claim and $4.00 PEPM maximum PEPM NAP fee.	Quote Assumes integrated pharmacy		
Emotional Well Being Support (EWS): 5 sessions, Worklife, Dedicated Workspace Support, Mental Health First Aid Training w/ optional additional buy-up DWS	Seton Aetna Whole Health (ACO) has an additional $3.40 PEPM Network Access Fee, plus $25,000 annual charge and $2.00 COC charge	1 Month Admin Fee waiver of $50,000 for Year 1			
FSA Admin: $3.98 PEPM	Value Adds: EAP, Inspira (HSA $1.39 PEPM, FSA $2.66 PEPM)				

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Medical Plan Discount Analysis

- The 2026 discount analysis shows that BCBS PPO has the strongest discounts. The BCBS PPO discounts equate to an estimated savings decrement to medical claims of between 3% - 4% compared to UHC PPO.
- Aetna PPO discounts equate to an estimated savings decrement to medical claims of between 1% - 2% compared to UHC PPO.
- Cigna PPO discounts equate to an estimated costs decrement to medical claims of between 5% - 6% compared to UHC PPO.
- City of Georgetown Average Discounts Earned over past two calendar years
  - 2024 – 68.0%
  - 2025 – 66.2%

State	Count	Aetna PPO	BCBS PPO	Cigna PPO	UHC PPO
Texas	826	66.3%	67.0%	64.2%	66.0%
Grand Total	826	66.3%	67.0%	64.2%	66.0%

GOGT	Average Discount Earned
2024 CY	68.0%
2025 CY	66.2%

Notes

1. *Dark green in each row indicates the highest discount, while a light green cell indicates that another vendor has discounts within 2% of the highest available discount*

Analysis was completed with January 2026 OE Census file.

RFP 202615

Pharmacy Plan Comparison

Best & Final

Alliant Insurance Services

2027 Pharmacy Respondent Analysis- BAFO

The Market Check includes the following:

- UHC Pricing option 1: renewal quote
- UHC Pricing option 2: 100% Rebate Share
- Aetna CVS: 100% Rebate Share
- Cigna: 100% Rebate

	Renewal	Renewal	Option 1	Option 2
Medical Administrator	UHC	UHC	Aetna	Cigna
PBM	UHC - Pricing Option 1	UHC - Pricing Option 2	CVS	Cigna
Enrollment	842	842	842	842
Pricing Terms				
Pass-Through or Traditional Pricing Offer	Traditional	Traditional	Traditional	Pass-Through
Administrative Fees				
Commision Fee Per Claim	$0.00	$0.00	$2.00	$0.00
Admin Fee Per Claim	$0.00	$0.00	$1.50 (manual claim only)	$2.50
Admin Fee PEPM	$0.00	$0.00	$0.00	$0.00
Dispensing Fees Guarantees				
Retail Brand	$0.49	$0.49	$0.20	$0.60
Retail Generic	$0.49	$0.49	$0.20	$0.60
Retail 90 Brand	$0.00	$0.00	$0.00	$0.00
Retail 90 Generic	$0.00	$0.00	$0.00	$0.00
Mail Brand	$0.00	$0.00	$0.00	$10.40
Mail Generic	$0.00	$0.00	$0.00	$10.40
Retail Specialty Brand	$0.49	$0.49	$0.20	$0.60
Retail Specialty Generic	$0.49	$0.49	$0.20	$0.60
Discount Guarantees				
Retail Brand	19.50%	19.50%	20.50%	19.55%
Retail Generic	85.50%	85.00%	87.10%	86.60%
Retail 90 Brand	23.00%	23.00%	20.50%	20.05%
Retail 90 Generic	85.50%	85.00%	88.60%	88.10%
Mail Brand	25.50%	25.30%	20.50%	20.50%
Mail Generic	88.00%	88.00%	92.10%	92.50%
Retail Specialty Brand	Drug by Drug	Drug by Drug	18.00%	Specialty Discounts on a Combined Basis (Retail, HD, Brand, Generic): 24%
Retail Specialty Generic	Drug by Drug	Drug by Drug	50.00%	Specialty Discounts on a Combined Basis (Retail, HD, Brand, Generic): 24%
Mail Specialty Brand	Drug by Drug	Drug by Drug	23.50%	Specialty Discounts on a Combined Basis (Retail, HD, Brand, Generic): 24%
Mail Specialty Generic	Drug by Drug	Drug by Drug	23.50%	Specialty Discounts on a Combined Basis (Retail, HD, Brand, Generic): 24%
LDDs	14.00%	14.00%	17.00%	Included in Specialty Guarantee
Rebate Guarantees (2 Tier /3 tier)				
Retail Brand	$381.34	$549.70	$437.81	$425.00
Retail 90 Brand	$381.34	$549.70	$915.43	$950.00
Mail Brand	$790.30	$1,139.21	$979.11	$950.00
Mail Specialty Brand	$1,521.07	$2,190.52	$6,500.00	$3,800.00
Total Rebate-eligible Claim Projections By Channel				
Retail Brand	1378	1378	1378	1378
Retail 90 Brand	39	39	39	39
Mail Brand	236	236	236	236
Retail Specialty Brand			included in 'Mail Specialty Brand'	0
Mail Specialty Brand	112	112	112	112
Total Rebate Projections By Channel				
Retail Brand	$525,486.52	$757,486.60	$603,302.18	$585,650.00
Retail 90 Brand	$14,872.26	$21,438.30	$35,701.77	$37,050.00
Mail Brand	$186,510.80	$268,853.56	$231,069.96	$224,200.00
Mail Specialty Brand	$170,359.84	$245,338.24	$728,000.00	$425,600.00
Additional Rebate Guarantees (If Applicable)				
Rebate PEPM	$51.46	$0.00	N/A	N/A
Other Credits				
Pharmacy Management Allowance Credit (Per Member)	$0.00	$0.00	$3.00	$0.00
Pharmacy Management Allowance Credit (Flat $ Amt)	$20,000	$20,000	$0.00	$10,000
Implementation Credit (Per Member)	$0.00	$0.00	$5.00	$0.00
Implementation Credit (Flat $ Amt)	$0.00	$0.00	$0.00	$5,000

Notes
1) Script Count from UHC - December 2025 experience

Alliant Insurance Services

2028 Pharmacy Respondent Analysis- BAFO

	Renewal	Renewal	Option 1	Option 2
Medical Administrator	UHC	UHC	Aetna	Cigna
PBM	UHC - Pricing Option 1	UHC - Pricing Option 2	CVS	Cigna
Enrollment	842	842	842	842
Pricing Terms				
Pass-Through or Traditional Pricing Offer	Traditional	Traditional	Traditional	Pass-Through
Administrative Fees				
Commision Fee Per Claim	$0.00	$0.00	$2.00	$0.00
Admin Fee Per Claim	$0.00	$0.00	$1.50 (manual claim only)	$2.50
Admin Fee PEPM	$0.00	$0.00	$0.00	$0.00
Dispensing Fees Guarantees				
Retail Brand	$0.49	$0.49	$0.20	$0.60
Retail Generic	$0.49	$0.49	$0.20	$0.60
Retail 90 Brand	$0.00	$0.00	$0.00	$0.00
Retail 90 Generic	$0.00	$0.00	$0.00	$0.00
Mail Brand	$0.00	$0.00	$0.00	$10.70
Mail Generic	$0.00	$0.00	$0.00	$10.70
Retail Specialty Brand	$0.49	$0.49	$0.20	$0.60
Retail Specialty Generic	$0.49	$0.49	$0.20	$0.60
Discount Guarantees				
Retail Brand	19.50%	19.50%	20.50%	19.55%
Retail Generic	85.70%	85.25%	87.20%	86.60%
Retail 90 Brand	23.00%	23.00%	20.50%	20.05%
Retail 90 Generic	85.50%	85.25%	88.70%	88.10%
Mail Brand	25.50%	25.30%	20.50%	20.50%
Mail Generic	88.25%	88.25%	92.20%	92.50%
Retail Specialty Brand	Drug by Drug	Drug by Drug	18.00%	Specialty Discounts on a Combined Basis (Retail, HD, Brand, Generic): 24%
Retail Specialty Generic	Drug by Drug	Drug by Drug	50.00%	Specialty Discounts on a Combined Basis (Retail, HD, Brand, Generic): 24%
Mail Specialty Brand	Drug by Drug	Drug by Drug	23.50%	Specialty Discounts on a Combined Basis (Retail, HD, Brand, Generic): 24%
Mail Specialty Generic	Drug by Drug	Drug by Drug	23.50%	Specialty Discounts on a Combined Basis (Retail, HD, Brand, Generic): 24%
LDDs	14.00%	14.00%	17.00%	Included in Specialty Guarantee
Rebate Guarantees (2 Tier /3 tier)				
Retail Brand	$414.33	$566.29	$461.70	$450.00
Retail 90 Brand	$414.33	$566.29	$939.31	$1,025.00
Mail Brand	$918.85	$1,255.85	$1,002.99	$1,025.00
Mail Specialty Brand	$1,648.78	$2,280.50	$6,900.00	$3,950.00
Total Rebate Projections By Channel				
Retail Brand	$575,504.37	$786,576.81	$641,301.30	$625,050.00
Retail 90 Brand	$16,158.87	$22,085.31	$36,633.09	$39,975.00
Mail Brand	$214,092.05	$292,613.05	$233,696.67	$238,825.00
Mail Specialty Brand	$194,556.04	$269,099.00	$814,200.00	$466,100.00
Additional Rebate Guarantees (If Applicable)				
Rebate PEPM	$51.46	$0.00	N/A	N/A
Other Credits				
Pharmacy Management Allowance Credit (Per Member)	$0.00	$0.00	$3.00	$0.00
Pharmacy Management Allowance Credit (Flat $ Amt)	$20,000	$20,000	$0.00	$10,000
Implementation Credit (Per Member)	$0.00	$0.00	$0.00	$0.00
Implementation Credit (Flat $ Amt)	$0.00	$0.00	$0.00	$0.00

Notes
1) Script Count from UHC - December 2025 experience

Alliant Insurance Services

2029 Pharmacy Respondent Analysis- BAFO

	Renewal	Renewal	Option 1	Option 2
Medical Administrator	UHC	UHC	Aetna	Cigna
PBM	UHC - Pricing Option 1	UHC - Pricing Option 2	CVS	Cigna
Enrollment	842	842	842	842
Pricing Terms				
Pass-Through or Traditional Pricing Offer	Traditional	Traditional	Traditional	Pass-Through
Administrative Fees				
Commision Fee Per Claim	$0.00	$0.00	$2.00	$0.00
Admin Fee Per Claim	$0.00	$0.00	$1.50 (manual claim only)	$2.50
Admin Fee PEPM	$0.00	$0.00	$0.00	$0.00
Dispensing Fees Guarantees				
Retail Brand	$0.49	$0.49	$0.20	$0.60
Retail Generic	$0.49	$0.49	$0.20	$0.60
Retail 90 Brand	$0.00	$0.00	$0.00	$0.00
Retail 90 Generic	$0.00	$0.00	$0.00	$0.00
Mail Brand	$0.00	$0.00	$0.00	$11.00
Mail Generic	$0.00	$0.00	$0.00	$11.00
Retail Specialty Brand	$0.49	$0.49	$0.20	$0.60
Retail Specialty Generic	$0.49	$0.49	$0.20	$0.60
Discount Guarantees				
Retail Brand	19.50%	19.50%	20.50%	19.60%
Retail Generic	85.80%	85.50%	87.20%	86.70%
Retail 90 Brand	23.00%	23.00%	20.50%	20.10%
Retail 90 Generic	85.50%	85.50%	88.70%	88.20%
Mail Brand	25.50%	25.30%	20.50%	20.50%
Mail Generic	88.50%	88.50%	92.20%	92.50%
Retail Specialty Brand	Drug by Drug	Drug by Drug	18.00%	Specialty Discounts on a Combined Basis (Retail, HD, Brand, Generic): 24%
Retail Specialty Generic	Drug by Drug	Drug by Drug	50.00%	Specialty Discounts on a Combined Basis (Retail, HD, Brand, Generic): 24%
Mail Specialty Brand	Drug by Drug	Drug by Drug	23.50%	Specialty Discounts on a Combined Basis (Retail, HD, Brand, Generic): 24%
Mail Specialty Generic	Drug by Drug	Drug by Drug	23.50%	Specialty Discounts on a Combined Basis (Retail, HD, Brand, Generic): 24%
LDDs	14.00%	14.00%	17.00%	Included in Specialty Guarantee
Rebate Guarantees (2 Tier /3 tier)				
Retail Brand	$467.59	$612.15	$461.70	$475.00
Retail 90 Brand	$467.59	$612.15	$939.31	$1,100.00
Mail Brand	$1,083.71	$1,371.19	$1,002.99	$1,100.00
Mail Specialty Brand	$1,785.22	$2,397.69	$6,900.00	$4,100.00
Total Rebate Projections By Channel				
Retail Brand	$668,186.11	$874,762.35	$659,769.30	$678,775.00
Retail 90 Brand	$18,703.60	$24,486.00	$37,572.40	$44,000.00
Mail Brand	$253,588.14	$320,858.46	$234,699.66	$257,400.00
Mail Specialty Brand	$221,367.28	$297,313.56	$855,600.00	$508,400.00
Additional Rebate Guarantees (If Applicable)				
Rebate PEPM	$51.46	$0.00	N/A	N/A
Other Credits				
Pharmacy Management Allowance Credit (Per Member)	$0.00	$0.00	$3.00	$0.00
Pharmacy Management Allowance Credit (Flat $ Amt)	$20,000	$20,000	$0.00	$10,000
Implementation Credit (Per Member)	$0.00	$0.00	$0.00	$0.00
Implementation Credit (Flat $ Amt)	$0.00	$0.00	$0.00	$0.00

Notes
1) Script Count from UHC - December 2025 experience

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AWARDING THE CONTRACT FOR BUNDLED THIRD-PARTY ADMINISTRATIVE SERVICES; PHARMACY MANAGEMENT SERVICES; COBRA ADMINISTRATION, EMPLOYEE WORKS SERVICES, AND DISEASE MANAGEMENT PROGRAMS TO UNITED HEALTHCARE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO SUCH CONTRACT ON BEHALF OF THE CITY.

WHEREAS, the City competitively advertised its Request for Proposals (RFP) 20260331 on January 8, 2026, for Employee Benefits requesting proposals that include third-party administration of the medical and prescription plans; medical provider and prescription plan network(s); onsite registered dietitian or health coach; chronic disease management programs; and mental health services programs;

WHEREAS, the City received eight (8) proposals in response to RFP 20260331;

WHEREAS, the City evaluated the eight (8) proposals and recommends awarding the contract to United Healthcare to provide bundled Third-Party Administrative Services; Pharmacy Management Services; COBRA Administration, Employee Works Services, and disease management programs. No award for independent pharmacy management and no independent award for Point Solutions.

WHEREAS, the City Council has determined that it is appropriate to accept the following benefit coverage proposal: the proposal from United Healthcare offering bundled Third-Party Administrative Services; Pharmacy Management Services; COBRA Administration, Employee Work Services, and disease management programs.

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

Section 1. 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 2. The City Council hereby approves the award of the contract listed above.

Section 3. The City Council hereby authorizes the City Manager to negotiate and sign the final contract.

Section 4. The City Council hereby authorizes the City Manager to negotiate and sign renewals of the above contract as long as such renewals do not deviate more than 7% of the initial per employee per month proposal price.

Section 5. The Mayor is authorized to sign the Resolution and the City Secretary to

attest.

Section 6. This Resolution shall become effective and be in full force and effect immediately.

PASSED AND APPROVED this 28th day of April 2026.

ATTEST:

By: _____
Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN:

By: _____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Resolution - Bluffview Public Improvement District (PID) Preliminary Limited Offering Memorandum

SUGGESTED ACTION:
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

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.

This resolution authorizes the Council's approval of the form and content of the Preliminary Limited Offering Memorandum (the "PLOM") related to the "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 Project) (the "Bonds"), to fund public improvements within the District. This resolution authorized the PLOM to be used and distributed by FMSbonds, Inc. (the "Underwriter") to investors in connection with the market and sale of the Bonds. The PLOM relating to the Bonds, is attached as Exhibit A.

The Bonds are special, limited obligations of the City that are payable only from Assessment and related funds as described in the PLOM, and the City has no obligation to pay the PID Bonds out of any other sources. As described in the PLOM, the Bonds do not carry a credit rating. Accordingly, the PLOM limits the initial offering of the PID Bonds only to “Accredited Investors” and “Qualified Institutional Buyers” under federal securities law, and the PID Bonds must be sold in minimum denominations of $25,000 of principal amount and any integral multiple of $1,000 in excess thereof.

FINANCIAL IMPACT:
There is no anticipated change to the Interest & Sinking portion of the tax rate due to the issuance

of the Bonds. The Bonds are special, limited obligations of the City payable solely from the pledged revenues consisting primarily of the Assessments. The Bonds do not give rise to a charge against the general credit or taxing power of the City.

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
Bluffview PID Resolution Appr PLOM (with Exhibits)(compressed).pdf

CITY OF GEORGETOWN TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, 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)"

WHEREAS, on March 22, 2022 the City Council (the "Council") of the City of Georgetown, Texas (the "City") adopted Resolution No. 032222-AA authorizing the creation of the Bluffview Public Improvement District (the "District"); and

WHEREAS, this Council intends to issue "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 Project) (the "Bonds"), to fund public improvements within the District; and

WHEREAS, there has been presented to this Council a Preliminary Limited Offering Memorandum relating to the Bonds (the "Preliminary Limited Offering Memorandum"), attached hereto as Exhibit A; and

WHEREAS, this Council finds and determines that it is necessary and in the best interests of the City to approve the form and content of the Preliminary Limited Offering Memorandum and authorize the use of the Preliminary Limited Offering Memorandum in the offering and sale of the Bonds by the Underwriter for the Bonds, FMSbonds Inc.; and

WHEREAS, the Council finds that the passage of this Resolution is in the best interest of the citizens of the City;

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

SECTION 1: That all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2: That this Council hereby approves the form and content of the Preliminary Limited Offering Memorandum and deems the Preliminary Limited Offering Memorandum final, 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 under the Securities Exchange Act of 1934, with such changes, addenda, supplements or amendments as may be approved by the City Manager, Assistant City Manager or the Chief Financial Officer. The City hereby authorizes the

Preliminary Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds.

SECTION 3: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 4: That this Resolution shall become effective from and after its date of passage.

[The Remainder of this Page Intentionally Left Blank]

PASSED AND APPROVED ON THIS 28TH DAY OF April, 2026.

ATTEST:

_____
Robyn Densmore, City Secretary

_____
David Morgan, City Manager

THE CITY OF GEORGETOWN:

_____
Josh Schroeder, Mayor

EXHIBIT A

Preliminary Limited Offering Memorandum
(Improvement Area #1 Project)

NEW ISSUE **NOT RATED**

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED [_____], 2026

THE BONDS ARE INITIALLY OFFERED ONLY TO "ACCREDITED INVESTORS" (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933) AND "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933). SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS."

In the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, interest on the Bonds (as defined below) will be excludable from gross income for federal income tax purposes under existing statutes, regulations, published rulings and court decisions existing on the date hereof, subject to the matters described under "TAX MATTERS" herein, including the alternative minimum tax on certain corporations.

$4,565,000*
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)

Dated Date: Closing Date (as defined below)
Interest to Accrue from Closing Date **Due: September 15, as shown on the inside cover**

The City of Georgetown, Texas, Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 Project) (the "Bonds"), are being issued by the City of Georgetown, Texas (the "City"). The Bonds will be issued in fully registered form, without coupons, in authorized denominations of $25,000 of principal amount and any integral multiple of $1,000 in excess thereof. The Bonds will bear interest at the rates set forth on the inside cover page hereof, and such interest will be calculated on the basis of a 360-day year of twelve 30-day months and will be payable on each March 15 and September 15, commencing September 15, 2026, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry-only system is maintained, the principal of and interest on the Bonds will be paid from the sources described herein by UMB Bank, N.A., as trustee (the "Trustee"), or its authorized successor, to Cede & Co. as the registered owner thereof. See "BOOK-ENTRY-ONLY SYSTEM."

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act"), an ordinance expected to be adopted by the City Council of the City (the "City Council") on May 12, 2026, and an Indenture of Trust, dated as of June 1, 2026 (the "Indenture"), entered into by and between the City and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

Proceeds of the Bonds will be used to provide funds for paying (1) a portion of the Actual Costs of the Improvement Area #1 Projects, (2) the Administrative Reserves related to the Bonds, (3) the Bond Issuance Costs of the Bonds, including funding a reserve fund for the payment of principal of and interest on the Bonds, and (4) the interest on the Bonds during and after the period of construction. See "THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS" and "APPENDIX B — Form of Indenture."

The Bonds, when issued and delivered, will constitute valid and binding special, limited obligations of the City payable solely from a first lien on, security interest in and pledge of the Trust Estate, consisting primarily of the Assessments (as defined herein) levied against assessed parcels in Improvement Area #1 of the Bluffview Public Improvement District (the "District"), in accordance with the Service and Assessment Plan, and other assets comprising the Trust Estate, all to the extent and upon the conditions described in the Indenture. The Bonds are not payable from funds raised or to be raised from taxation. See "SECURITY FOR THE BONDS SIMILARLY SECURED." The Bonds are subject to redemption at the times, in the amounts, and at the redemption prices more fully described herein under the subcaption "DESCRIPTION OF THE BONDS — Redemption Provisions."

The Bonds involve a significant degree of risk, are speculative in nature, and are not suitable for all investors. See "BONDHOLDERS' RISKS" and "SUITABILITY FOR INVESTMENT." The Underwriter is limiting this offering to Qualified Institutional Buyers and Accredited Investors. The limitation of the initial offering to Qualified Institutional Buyers and Accredited Investors does not denote restrictions on transfers in any secondary market for the Bonds. Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should consult with their legal and financial advisors before considering a purchase of the Bonds, and should be willing to bear the risks of loss of their investment in the Bonds. The Bonds are not credit enhanced or rated and no application has been made for a rating on the Bonds.

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM FIRST LIEN ON, SECURITY INTEREST IN AND PLEDGE OF THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE HOLDERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO HOLDER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE. SEE "SECURITY FOR THE BONDS SIMILARLY SECURED."

This cover page contains certain information for quick reference only. It is not a summary of the Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The Bonds are offered for delivery when, as, and if issued by the City and accepted by FMSbonds, Inc. (the "Underwriter"), subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See "APPENDIX D — Form of Opinion of Bond Counsel." Certain legal matters will be passed upon for the City by its City Attorney, for the Underwriter by its counsel, Norton Rose Fulbright US LLP, and for the Developer by its counsel, Metcalfe Wolff Stuart & Williams, LLP. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about June 4, 2026 (the "Closing Date").

FMSbonds, Inc.

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion and amendment without notice. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

* *Preliminary; subject to change.*

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS, AND CUSIP NUMBERS

CUSIP Prefix: _____[a]

$4,565,000*
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)

$_____ _____% Term Bonds, Due September 15, 20__, Priced to Yield ____%; CUSIP ___[a] [b] [c]

$_____ _____% Term Bonds, Due September 15, 20__, Priced to Yield ____%; CUSIP ___[a] [b] [c]

(a) CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services ("CGS"), managed by FactSet Research Systems Inc. on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the service provided by CGS. CUSIP numbers are provided for convenience of reference only. The City, the City's Financial Advisor and the Underwriter do not take any responsibility for the accuracy of such numbers.

(b) The Bonds are subject to redemption, in whole or in part, before their scheduled maturity, at the option of the City, on any date on or after September 15, 20__, such redemption date or dates to be fixed by the City, at the redemption price of the principal amount thereof, plus accrued interest to the date of redemption, as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(c) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."

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* *Preliminary; subject to change.*

CITY OF GEORGETOWN, TEXAS

CITY COUNCIL

Name	Place	Term Expires (May)
Josh Schroeder	Mayor	2026[1]
Kevin Pitts	Mayor Pro-Tem, District 5	2027
Amanda Parr	Councilmember, District 1	2027
Shawn Hood	Councilmember, District 2	2026[1]
Ben Butler	Councilmember, District 3	2028
Ron Garland	Councilmember, District 4	2028
Jake French	Councilmember, District 6	2026[1]
Ben Stewart	Councilmember, District 7	2028

[1] An election for the position of such Councilmembers will be held on May 2, 2026. Josh Schroeder is running unopposed for Mayor. Doug Noble is running unopposed for the District 2 seat. Jake French, the incumbent, and Emily Kaye Kipp are running for the District 6 seat.

CITY MANAGER	ASSISTANT CITY MANAGER	CHIEF FINANCIAL OFFICER	CITY SECRETARY
David Morgan	Laurie Brewer[1]	Leigh Wallace	Robyn Densmore

[1] Ms. Brewer will retire from the City on May 15. The City is utilizing an outside search firm to identify a replacement and anticipates bringing candidates to Council in June, 2026.

ADMINISTRATOR
P3Works, LLC

FINANCIAL ADVISOR TO THE CITY
Specialized Public Finance Inc.

BOND COUNSEL
McCall, Parkhurst & Horton L.L.P.

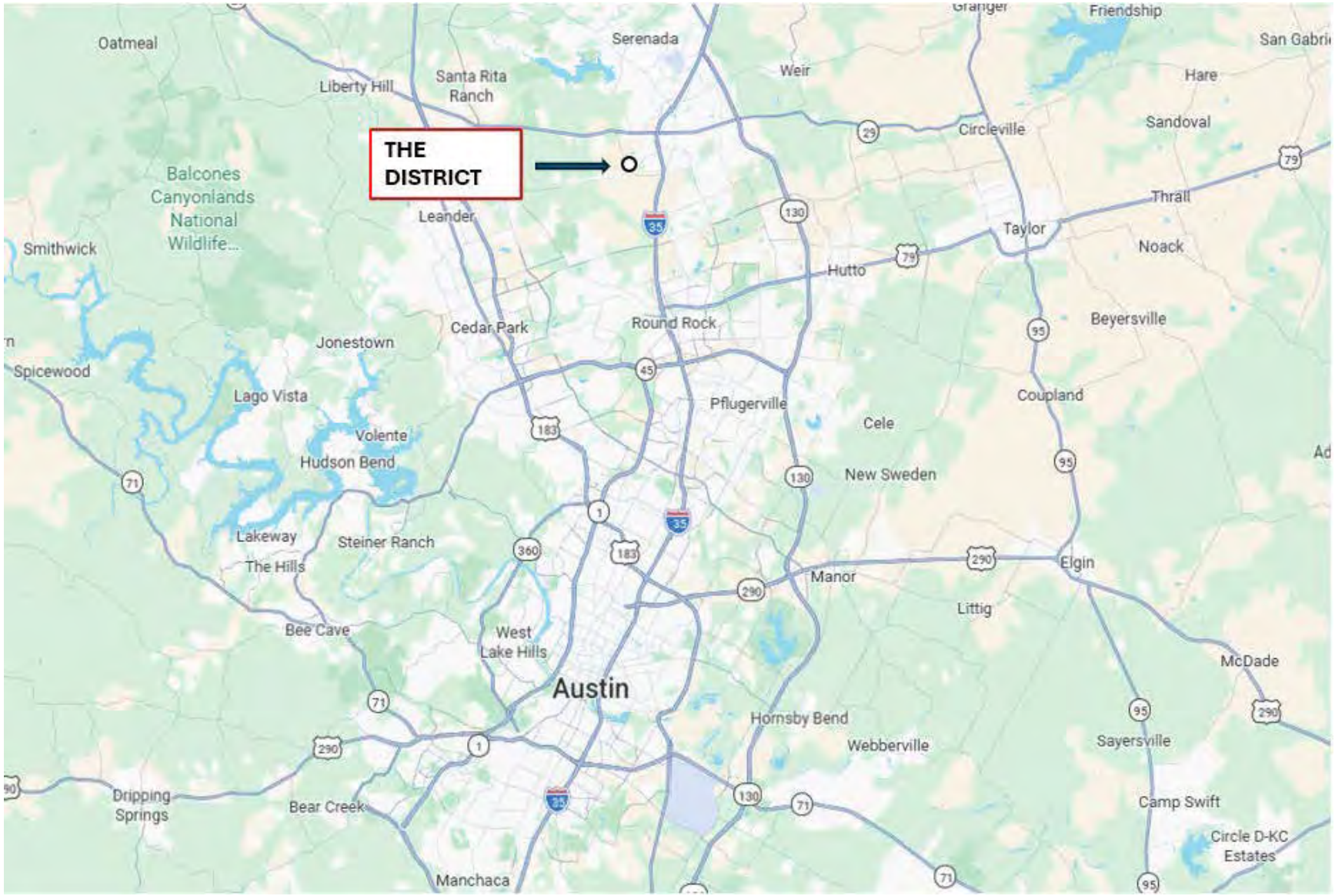
For additional information regarding the City, please contact:

Ms. Leigh Wallace
Chief Financial Officer
City of Georgetown
808 Martin Luther King Jr. St.
Georgetown, TX 78626
Phone: (512) 930-3676
Leigh.Wallace@georgetown.org

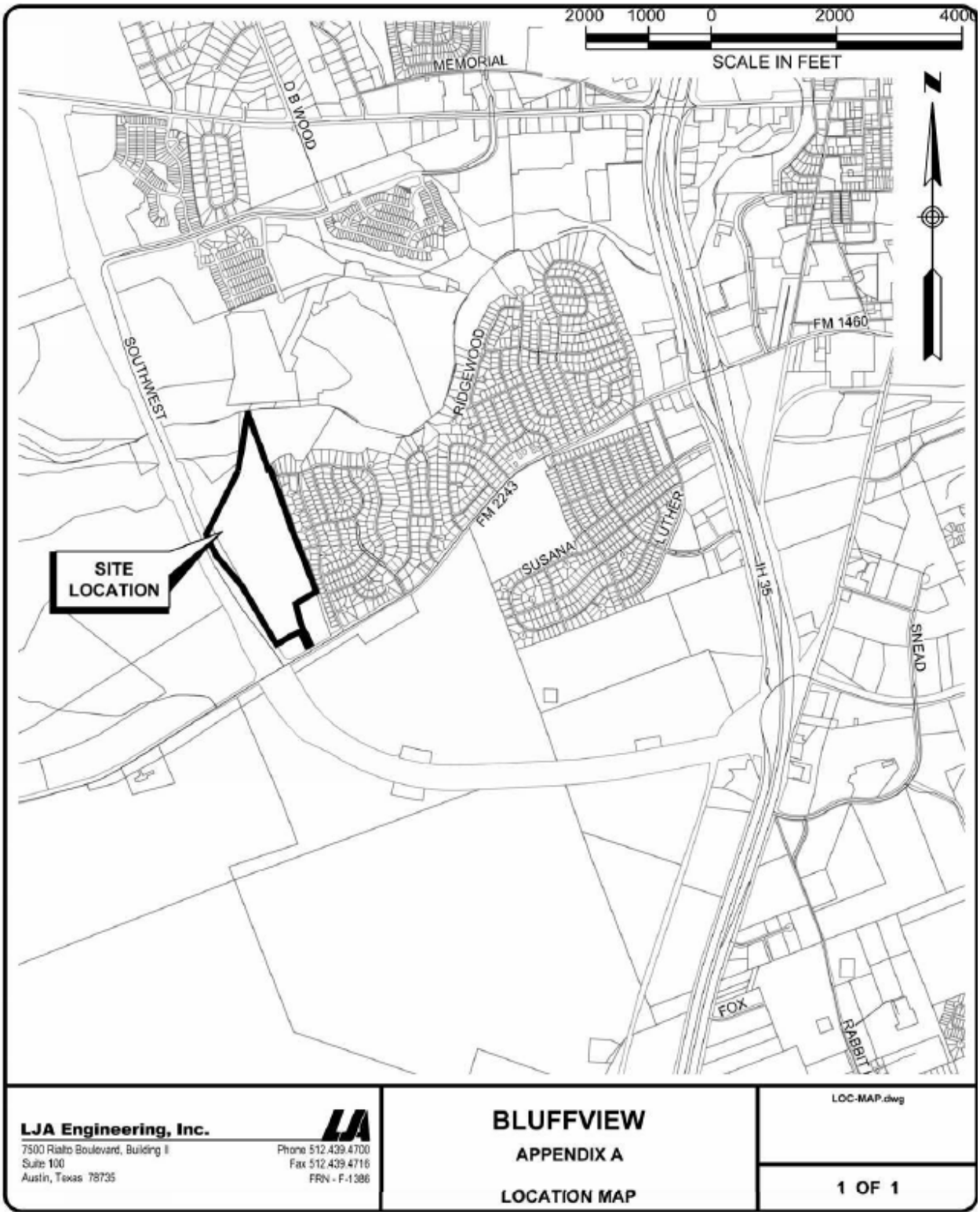
Jennifer Ritter
Specialized Public Finance Inc.
248 Addie Roy Road Suite B-103
Austin, TX 78746
Phone: 512-275-7300
jennifer@spfmuni.com

Jeff Garland
Specialized Public Finance Inc.
248 Addie Roy Road Suite B-103
Austin, TX 78746
Phone: (512) 275-7300
jeff@spfmuni.com

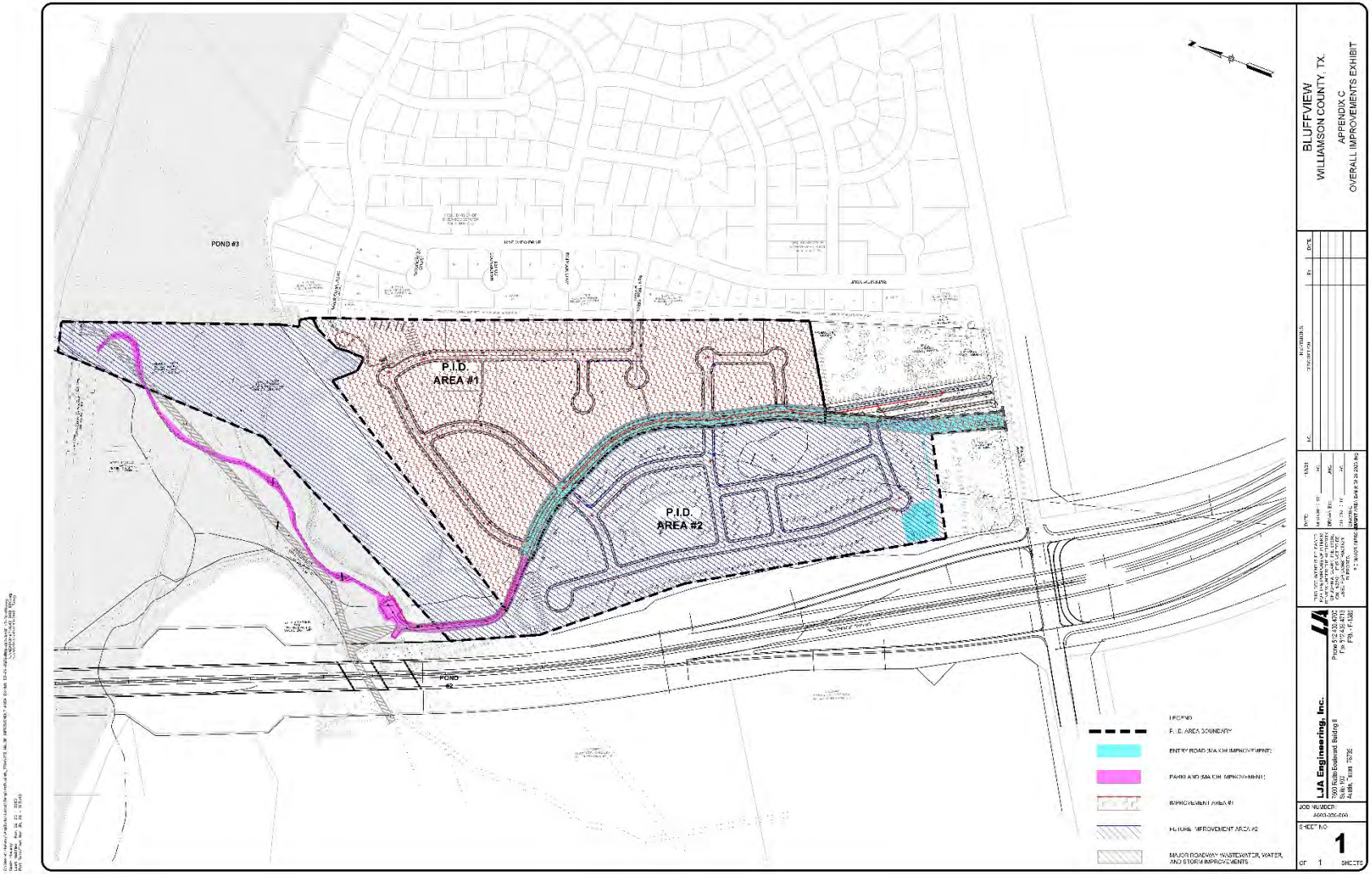
REGIONAL LOCATION MAP OF THE DISTRICT



MAP OF THE DISTRICT



MAP SHOWING IMPROVEMENT AREAS WITHIN THE DISTRICT



FOR PURPOSES OF COMPLIANCE WITH RULE 15C2-12 OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION AS AMENDED AND IN EFFECT ON THE DATE OF THIS PRELIMINARY LIMITED OFFERING MEMORANDUM (THE "RULE" OR "RULE 15C2-12"), THIS DOCUMENT CONSTITUTES AN "OFFICIAL STATEMENT" OF THE CITY WITH RESPECT TO THE BONDS THAT HAS BEEN "DEEMED FINAL" BY THE CITY AS OF ITS DATE EXCEPT FOR THE OMISSION OF NO MORE THAN THE INFORMATION PERMITTED BY RULE 15C2-12.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE CITY OR THE UNDERWRITER TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED AND SOLD ONLY TO "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT OF 1933") AND "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933. SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" HEREIN. EACH PROSPECTIVE INITIAL PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS, MUST BE ABLE TO BEAR THE ECONOMIC AND FINANCIAL RISK OF SUCH INVESTMENT IN THE BONDS, AND MUST BE ABLE TO AFFORD A COMPLETE LOSS OF SUCH INVESTMENT. CERTAIN RISKS ASSOCIATED WITH THE PURCHASE OF THE BONDS ARE SET FORTH UNDER "BONDHOLDERS' RISKS" HEREIN. EACH INITIAL PURCHASER, BY ACCEPTING THE BONDS, AGREES THAT IT WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGMENTS AND REPRESENTATIONS DESCRIBED UNDER THE HEADING "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS."

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE CITY AND OBTAINED FROM SOURCES, INCLUDING THE DEVELOPER, WHICH ARE BELIEVED BY THE CITY AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE DEVELOPER SINCE THE DATE HEREOF.

NONE OF THE CITY, THE UNDERWRITER OR THE DEVELOPER MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY FOR USE IN THIS LIMITED OFFERING MEMORANDUM.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS LIMITED OFFERING MEMORANDUM CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE

UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT OF 1933. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "PROJECT," "ANTICIPATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY NEITHER PLANS TO ISSUE ANY UPDATES OR REVISIONS NOR PLANS TO REQUEST THAT THE DEVELOPER PROVIDE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE — THE CITY" AND "— THE DEVELOPER," RESPECTIVELY.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS LIMITED OFFERING MEMORANDUM AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS LIMITED OFFERING MEMORANDUM OR THE RELATED TRANSACTIONS AND DOCUMENTS OR FOR ANY FAILURE BY ANY PARTY TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE BONDS OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS LIMITED OFFERING MEMORANDUM FOR PURPOSES OF, AND AS THAT TERM IS DEFINED IN, THE RULE.

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PRELIMINARY LIMITED OFFERING MEMORANDUM

$4,565,000*
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)

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page, the inside cover and the appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Georgetown, Texas (the "City"), of its $4,565,000* aggregate principal amount of Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 Project) (the "Bonds").

INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED INITIALLY TO AND ARE BEING SOLD ONLY TO "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT OF 1933") AND "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933. THE LIMITATION OF THE INITIAL OFFERING TO QUALIFIED INSTITUTIONAL BUYERS AND ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE BONDS. PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND/OR INTEREST ON THE BONDS. THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BONDHOLDERS' RISKS," AND "SUITABILITY FOR INVESTMENT."

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act"), an ordinance expected to be adopted by the City Council of the City (the "City Council") on May 12, 2026 authorizing the issuance of the Bonds (the "Bond Ordinance"), and an Indenture of Trust, dated as of June 1, 2026 (the "Indenture"), expected to be entered into by and between the City and UMB Bank, N.A., as trustee (the "Trustee"). All capitalized terms used in this Limited Offering Memorandum, except as otherwise noted in "ASSESSMENT PROCEDURES," that are not otherwise defined herein shall have the meanings set forth in the Indenture. See "APPENDIX B — Form of Indenture."

The Bonds will be secured by a first lien on, security interest in, and pledge of the Trust Estate, consisting primarily of revenue from special assessments (the "Assessments" or "Improvement Area #1 Assessments") levied against assessed property located within Improvement Area #1 of the District (the "Assessed Property") pursuant to an ordinance expected to be adopted by the City Council on May 12, 2026 (the "Assessment Ordinance"), all to the extent and upon the conditions described in the Indenture. Reference is made to the Indenture for a full statement of the authority for, and the terms and provisions of, the Bonds. See "SECURITY FOR THE BONDS SIMILARLY SECURED" and "ASSESSMENT PROCEDURES."

Set forth herein are brief descriptions of the City, the District, the Developer (as defined herein), the Administrator (as defined herein), the Special Assessment Consultant (as defined herein), the Assessment Ordinance, the Bond Ordinance, the Service and Assessment Plan, the Development and Authorized Improvements Agreement (as defined herein) and the Financing and Reimbursement Agreement (as defined herein), together with summaries of terms of the Bonds and the Indenture and certain provisions of the PID Act. All references herein to such documents and the PID Act are qualified in their entirety by reference to such documents or such PID Act and all references to the Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. Copies of these documents may be obtained during the period of the offering of the Bonds from the Underwriter, FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, telephone number (214) 302-2246. The form of Indenture appears in APPENDIX B and the form of Service and Assessment Plan appears as APPENDIX C. The information provided under this caption "INTRODUCTION" is intended to provide a brief

* *Preliminary; subject to change.*

overview of the information provided in the other captions herein and is not intended, and should not be considered, fully representative or complete as to the subjects discussed hereunder.

PLAN OF FINANCE

Development and Financing Plan

The District consists of approximately 68.08 acres making up a master-planned residential community known as Bluffview (the "Development"), which is being marketed by the Homebuilder (as defined below) as "Bluff Haven." In 2013, Lamy 2243, Ltd., a Texas limited partnership (the "Developer"), acquired the land within the District from A.C. Weir Properties, Ltd., a Texas limited partnership ("Weir"). See "THE DEVELOPMENT — Overview." Pursuant to the Purchase and Sale Agreement (the "Purchase Agreement") between the Developer and TNHC Austin, LLC, a Delaware limited liability company d/b/a Risewell Homes (the "Homebuilder"), as assigned to KL LB Buy 4, LLC, a Delaware limited liability company (the "Landowner"), the Landowner purchased from the Developer approximately 28.949 acres of land within the District, which comprises the first development phase of the District ("Improvement Area #1"), and approximately 1.248 acres of land outside of the District. The Landowner is a land banking entity and is not affiliated with the Developer. The Developer owns the remaining land within the District, consisting of approximately 39.131 acres to be developed as the second phase within the District, including approximately 16 acres of parkland (the "Developer Parkland") north of Improvement Area #1 ("Improvement Area #2"). See "THE DEVELOPER — History and Financing of the District."

Currently, the Developer expects the District to include 105 single-family homes and 181 condo or multifamily units, parkland, and open space developed over two phases. Improvement Area #1 is expected to contain 105 single-family homes, consisting of 65 50' lots, 24 60' lots and 16 60' "Bluffs" lots, which are premium lots with enhanced positioning and views. Improvement Area #2 is currently expected to contain 181 condo or multifamily units. Improvement Area #2 is zoned "MF-1," pursuant to the PUD Ordinance (as defined herein), and may include additional single-family residential lots, for-sale condominium units, rental apartment units or a combination of such products. The Developer will evaluate optimal product types based on market conditions and demand at the time Improvement Area #2 is ready for development. Maps of the District are shown on "MAP OF THE DISTRICT" on page iii and "MAP SHOWING IMPROVEMENT AREAS WITHIN THE DISTRICT" on page iv. See also "THE DEVELOPMENT — Development Plan."

The Developer began development of the District by constructing or causing the construction of the Major Improvements that benefit the entire District and the Improvement Area #1 Improvements that only benefit Improvement Area #1. See "THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS" for a detailed description of such improvements. [The Developer achieved substantial completion of the majority of such public improvements in October 2025 and the [City accepted the applicable improvements in April 2026] [Developer expects final City acceptance by April 2026]. ***[To be updated prior to posting]*** A portion of the Bluffview Drive Enhancements (as defined herein), consisting of certain landscaping and the "Bluffview Entry Monument" remain to be completed. Certain of the Major Improvements and Improvement Area #1 Improvements will be operated and maintained by the HOA (as defined herein). See "THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS — Ownership and Maintenance of the Improvement Area #1 Projects" and "THE DEVELOPMENT — Development and Authorized Improvements Agreement." The Developer will also construct certain public improvements (the "Improvement Area #2 Improvements") that only benefit Improvement Area #2. Development of Improvement Area #2 is not anticipated to commence until Improvement Area #1 demonstrates strong absorption and market conditions support additional residential product. See "THE DEVELOPMENT."

The City will reimburse the Developer for a portion of the Actual Costs, paid or incurred by or on behalf of the Developer, of the Improvement Area #1 Improvements and Improvement Area #1's allocable share of the Major Improvements (together, the "Improvement Area #1 Projects"), in the approximate amount of $3,629,473* through the issuance of the Bonds. The balance of the costs of the Improvement Area #1 Projects, in the approximate amount of $4,071,843*, were or will be funded by or on behalf of the Developer without reimbursement by the City. The City and the Developer entered into the PID Financing and Reimbursement Agreement Bluffview Public Improvement District, effective as of May 9, 2023 (the "Financing and Reimbursement Agreement"), which provides, in part, for the deposit of the Assessments and the proceeds from the issuance and sale of the Bonds, and the payment of the

* *Preliminary; subject to change.*

Actual Costs of the Improvement Area #1 Projects. See "THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT — Financing and Reimbursement Agreement," "THE DEVELOPER — History and Financing of the District," and "APPENDIX C — Form of Service and Assessment Plan."

Pursuant to the Development and Authorized Improvements Agreement, effective as of May 9, 2023, between the City and the Developer (the "Development and Authorized Improvements Agreement"), and consented to by Weir, the Developer is required to construct the Parkland Improvements, the Bluffview Drive Enhancements, the Southwest Bypass Screening Wall, the Transportation Improvements and the BNA Enhancements (each as defined herein, and collectively, the "Required PID Improvements"). The majority of the Required PID Improvements are part of the Major Improvements. See "THE DEVELOPMENT — Development and Authorized Improvements Agreement" and "APPENDIX F — Development and Authorized Improvements Agreement."

Weir owns two tracts of land south of the District and on either side of the entrance to the District, known as "Commercial Tract A" and "Commercial Tract B" (the "Commercial Tracts"). Pursuant to the Amended and Restated Development Agreement, dated as of April 14, 2023, between the Developer and Weir (the "Weir Agreement"), the Developer is required to construct the Weir Improvements (as defined herein) to serve the Commercial Tracts in consideration of, among other things, Weir's dedication to the City of approximately 23.866 acres of land adjacent to the Developer Parkland (the "Weir Parkland" and together with the Developer Parkland, the "Parkland"). The water and wastewater Weir Improvements constitute Major Improvements. The portion of such Major Improvements were allocated to the Commercial Tracts and are not included in the costs set forth in the Service and Assessment Plan. The Developer financed the construction of the Weir Improvements with equity capital and will not be reimbursed for such costs by the City. The Developer has completed construction of the Weir Improvements, except for the entryway features and related landscaping. See "THE DEVELOPMENT — Development Plan."

The Developer will enter into a maintenance agreement (the "Maintenance Agreement") with the City and Bluffview Master Community, Inc., a homeowners' association created by the Developer (the "HOA"), which provides for the maintenance of the (i) Private Open Space (as defined herein), (ii) Pedestrian Linkages (as defined herein), (iii) Bluffview Drive Enhancements, (iv) BNA Enhancements, (v) Southwest Bypass Screening Walls, (vi) drainage easements, (vii) all drainage, water quality, stormwater management ponds and other structures within the District, other than drainage improvements directly associated with public roadways within the District, and (viii) any other Authorized Improvements (as defined in the Service and Assessment Plan) located within an Enhanced Area Easement (as defined in the Development and Authorized Improvements Agreement). See "THE DEVELOPMENT — Maintenance Agreement."

The Developer also constructed and financed certain improvements necessary to provide finished lots within the District, including earthwork, detention ponds, water quality features, drainage, dry utilities, mailboxes, as well as other soft costs, which are not eligible for repayment by assessments levied within the District or the proceeds of bonds secured by such assessments (the "Developer Funded Improvements"). The Developer completed the construction of the Developer Funded Improvements for an approximate cost of approximately $1,370,086. See "THE DEVELOPMENT — Development Plan."

The Developer expects to request the City to issue in the future one or more series of bonds (collectively, the "Future Improvement Area Bonds") to finance the costs of the Improvement Area #2 Improvements and the portion of the Major Improvements allocable to Improvement Area #2 (together, the "Improvement Area #2 Projects"). The estimated costs of the Improvement Area #2 Improvements will be determined as development progresses, and the Service and Assessment Plan will be updated accordingly to include a description and the costs of such public improvements. Such Future Improvement Area Bonds will be secured by separate assessments levied pursuant to the PID Act on assessable property within Improvement Area #2 benefitted thereby.

Homebuilder

Pursuant to the Option Agreement between the Homebuilder and the Landowner dated October 17, 2024 (the "Option Agreement"), the Homebuilder expects to construct all of the approximately 105 single-family homes within Improvement Area #1. As of March 31, 2026, the Homebuilder has taken down 8 homes, has 2 homes under construction and has no completed homes. See "THE DEVELOPMENT — Development Plan – Residential Lot Development."

The Bonds

Proceeds of the Bonds will be used for the purpose of paying (1) a portion of the Actual Costs of the Improvement Area #1 Projects, (2) the Administrative Reserves related to the Bonds, (3) the Bond Issuance Costs of the Bonds, including funding a reserve fund for the payment of principal of and interest on the Bonds, and (4) the interest on the Bonds during and after the period of construction. See "SOURCES AND USES OF FUNDS," "THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS" and "APPENDIX B — Form of Indenture."

Payment of the Bonds is secured by a pledge of and a first lien upon the Trust Estate, consisting primarily of the Assessments, all to the extent and upon the conditions described herein and in the Indenture. See "SECURITY FOR THE BONDS SIMILARLY SECURED" and "ASSESSMENT PROCEDURES."

The Bonds, any Refunding Bonds, and any Future Improvement Area Bonds shall never constitute an indebtedness or general obligation of the City, the State of Texas (the "State") or any other political subdivision of the State, within the meaning of any constitutional provision or statutory limitation whatsoever, but the Bonds are limited and special obligations of the City payable solely from the Trust Estate as provided in the Indenture. Neither the faith and credit nor the taxing power of the City, the State or any other political subdivision of the State is pledged to the payment of the Bonds.

LIMITATIONS APPLICABLE TO INITIAL PURCHASERS

Each initial purchaser is advised that the Bonds being offered pursuant to this Limited Offering Memorandum are being offered and sold only to "qualified institutional buyers" as defined in Rule 144A promulgated under the Securities Act of 1933, and "accredited investors" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933. The limitation of the initial offering to qualified institutional buyers and accredited investors does not denote restrictions on transfers in any secondary market for the Bonds. Each initial purchaser of the Bonds (each, an "Investor") will be deemed to have acknowledged, represented, and warranted to the City as follows:

1. The Investor has authority and is duly authorized to purchase the Bonds and to execute any instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.

2. The Investor is an "accredited investor" under Rule 501 of Regulation D of the Securities Act of 1933 or a "qualified institutional buyer" under Rule 144A of the Securities Act of 1933, and therefore has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Bonds.

3. The Bonds are being acquired by the Investor for investment and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Investor intends to hold the Bonds solely for its own account for investment purposes for an indefinite period of time and does not intend at this time to dispose of all or any part of the Bonds. However, the Investor may sell the Bonds at any time the Investor deems appropriate. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.

4. The Investor understands that the Bonds are not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) will not carry a rating from any rating service.

5. The Investor acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Improvement Area #1 Projects, the Bonds, the security therefor, and such other information as the Investor has deemed necessary or desirable in connection with its decision to purchase the Bonds (collectively, the "Investor Information"). The Investor has received a copy of this Limited Offering Memorandum relating to the Bonds. The Investor acknowledges that it has assumed responsibility for its review of the Investor Information, and it has not relied upon any advice, counsel, representation, or information from the City in connection with the Investor's purchase of the Bonds. The Investor agrees that none of the City, its councilmembers, officers, or employees shall have any liability to the Investor whatsoever for or in connection with the Investor's decision to purchase the Bonds except for gross negligence, fraud,

or willful misconduct. For the avoidance of doubt, it is acknowledged that the Underwriter is not deemed an officer or employee of the City.

6. The Investor acknowledges that the obligations of the City under the Indenture are special, limited obligations payable solely from amounts paid by the City to the Trustee pursuant to the terms of the Indenture and the City shall not be directly or indirectly or contingently or morally obligated to use any other moneys or assets of the City for amounts due under the Indenture. The Investor understands that the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the City, the State, or any political subdivision or taxing district thereof; that the Bonds will never represent or constitute a general obligation or a pledge of the full faith and credit of the City, the State, or any political subdivision thereof; that no right will exist to have taxes levied by the City, the State, or any political subdivision thereof for the payment of principal of and interest on the Bonds; and that the liability of the City and the State with respect to the Bonds is subject to further limitations as set forth in the Bonds and the Indenture.

7. The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor. The Investor is aware that the development of the District involves certain economic and regulatory variables and risks that could adversely affect the security for the Bonds.

The Investor acknowledges that the sale of the Bonds to the Investor is made in reliance upon the certifications, representations, and warranties described in items 1-7 above.

DESCRIPTION OF THE BONDS

General Description

The Bonds will mature on the dates and in the amounts set forth on the inside cover page of this Limited Offering Memorandum. Interest on the Bonds will accrue from their date of delivery to the Underwriter (the "Closing Date") and will be computed on the basis of a 360-day year of twelve 30-day months and will be payable on each March 15 and September 15, commencing September 15, 2026 (each, an "Interest Payment Date"), until maturity or prior redemption. UMB Bank, N.A. is the initial Trustee, Paying Agent and Registrar for the Bonds. The record date ("Record Date") for the interest payable on the Bonds on any Interest Payment Date means the close of business on the last Business Day of the preceding month.

The Bonds will be issued in fully registered form, without coupons, in authorized denominations of $25,000 of principal and any integral multiple of $1,000 in excess thereof ("Authorized Denominations"); 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. Upon initial issuance, the ownership of the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), and purchases of beneficial interests in the Bonds will be made in book-entry only form. See "BOOK-ENTRY-ONLY SYSTEM" and "SUITABILITY FOR INVESTMENT."

Redemption Provisions

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.

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 or any other transfers to the Redemption Fund under the terms of the Indenture. See "ASSESSMENT PROCEDURES — Prepayment of Assessments" for the definition and description of Prepayments. 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.

Mandatory Sinking Fund Redemption. The Bonds maturing on September 15 in the years 20__ and 20__ (collectively, the "Term Bonds"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

$ Bonds Maturing September 15, 20

Redemption Date	**Principal Amount**
	$
†	

† Stated Maturity

$ Bonds Maturing September 15, 20

Redemption Date	**Principal Amount**
	$
†	

† Stated Maturity

At least 30 days prior to each sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption randomly by lot, a principal amount of Term Bonds of such maturity equal to the Sinking Fund Installment amount 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 the Indenture.

The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the mandatory sinking fund redemption described above shall be reduced, at the option of the City, by the principal amount of any Term Bonds of such maturity which, at least 30 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Term Bonds required to be redeemed on any redemption date described above 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 the extraordinary optional redemption provisions and not previously credited to a mandatory sinking fund redemption.

Notice of Redemption. Upon written notification of the City to the Trustee of the exercise of any redemption provision under the Indenture, 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 portion thereof to be redeemed, at the address shown in 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, and subject to the Indenture, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable. Any such notice shall be conclusively presumed to have been duly given, whether or not the Holder receives such notice. Notice of redemption having been given as provided in the Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the principal amount plus accrued unpaid interest on such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

The City has the right to rescind any optional redemption or extraordinary optional redemption 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. 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.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Partial Redemption. If less than all of the Bonds are to be redeemed pursuant to the Indenture, 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.

If less than all of the Bonds are called for optional redemption, 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 to call by lot the Bonds, or portions thereof, within such Stated Maturity and in such principal amounts, for redemption.

If less than all of the 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. If less than all Bonds within a Stated Maturity are called for extraordinary optional redemption, the Trustee shall call by lot the Bonds, or portions thereof, within such Stated Maturity and in such principal amounts, for redemption.

Upon surrender of any Bond for redemption in part, the Trustee in accordance with the provisions of the 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.

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by DTC, while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Limited Offering Memorandum. The City and the Underwriter believe the source of such information to be reliable, but neither the City nor the Underwriter takes responsibility for the accuracy or completeness thereof.

The City cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis or (3) DTC will serve and act in the manner described in this Limited Offering Memorandum. The current rules applicable to DTC are on file with the Securities and Exchange Commission (the "SEC"), and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered security certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its registered subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). Direct Participants and Indirect Participants are collectively referred to herein as "Participants." DTC has an S&P Global Ratings rating of "AA+". The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all Bonds of the same maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant of such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and all other payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Paying Agent/Registrar, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, the Paying Agent/Registrar or the City, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered. Thereafter, Bond certificates may be transferred and exchanged as described in the Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but none of the City, the City's Financial Advisor or the Underwriter take any responsibility for the accuracy thereof.

NONE OF THE CITY, THE TRUSTEE, THE PAYING AGENT, THE CITY'S FINANCIAL ADVISOR OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS. THE CITY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM. THE CURRENT RULES APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE CURRENT PROCEDURES OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

SECURITY FOR THE BONDS SIMILARLY SECURED

The following is a summary of certain provisions contained in the Indenture. Reference is made to the Indenture for a full statement of the terms and provisions of the Bonds Similarly Secured. "Bonds Similarly Secured" means, collectively, any Outstanding Bonds and Refunding Bonds. Investors must read the entire Indenture to obtain information essential to the making of an informed investment decision. See "APPENDIX B — Form of Indenture."

General

THE BONDS SIMILARLY SECURED ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM AND SECURED BY A FIRST LIEN ON, SECURITY INTEREST IN AND PLEDGE OF THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE 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 THE INDENTURE. THE HOLDERS OF THE BONDS SIMILARLY SECURED SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS SIMILARLY SECURED OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE. SEE "APPENDIX B — Form of Indenture."

The principal of, premium, if any, and interest on the Bonds Similarly Secured are secured by a pledge of and first lien upon the Pledged Revenues (as defined herein), consisting primarily of the Assessments expected to be levied against the Assessed Property and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. In accordance with the PID Act, the City has caused the preparation of the Service and Assessment Plan, which describes the special benefit received by the Assessed Property, provides the basis and justification for the determination of special benefit on the Assessed Property, establishes the methodology for the levy of the Assessments and provides for the allocation of Pledged Revenues for payment of principal of, premium, if any, and interest on the Bonds Similarly Secured. The Service and Assessment Plan is reviewed and updated at least annually (each, an "Annual Service Plan Update") for the purpose of determining the annual budget for improvements and the Annual Installments (as defined below) of the Assessments due in a given year. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on all current and future landowners within the District. See "APPENDIX C — Form of Service and Assessment Plan."

Pledged Revenues

The City is authorized by the PID Act, the Assessment Ordinance and other provisions of applicable law to finance the Improvement Area #1 Authorized Improvements (as defined herein) by levying Assessments upon the Assessed Property. For a description of the assessment methodology and the amounts of Assessments anticipated to be levied in Improvement Area #1, see "ASSESSMENT PROCEDURES" and "APPENDIX C — Form of Service and Assessment Plan."

Pursuant to the Indenture, the following terms are assigned the following meanings:

"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.

"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.

"Assessment Revenues" means the revenues received by the City from the collection of Improvement Area #1 Assessments, including Prepayments, Annual Installments and Foreclosure Proceeds.

"Pledged Funds" means, collectively, the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"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.

See "SECURITY FOR THE BONDS SIMILARLY SECURED — Pledged Revenue Fund" and "APPENDIX C — Form of Service and Assessment Plan."

Collection and Deposit of Assessments

The Assessments on each parcel, tract, or lot which are to be collected in each year during the term of the Bonds Similarly Secured are shown on the Improvement Area #1 Assessment Roll. The Assessments (excluding the portion of the Annual Installments of the Assessments collected for Annual Collection Costs and Delinquent Collection Costs), together with the interest thereon, will be deposited in the Pledged Revenue Fund for the payment of the principal of and interest on the Bonds Similarly Secured, as and to the extent provided in the Service and Assessment Plan and the Indenture. See "SECURITY FOR THE BONDS SIMILARLY SECURED — Pledged Revenue Fund."

The Assessments assessed to pay debt service on the Bonds Similarly Secured together with interest thereon, are payable annually in installments established by the Assessment Ordinance and the Service and Assessment Plan to correspond, as nearly as practicable, to the debt service requirements for the Bonds Similarly Secured (excluding the portion of the Annual Installments levied for Annual Collection Costs and the Additional Interest). An Annual Installment of an Assessment will be made payable in the Assessment Ordinance in each City fiscal year preceding the date of final maturity of the Bonds Similarly Secured which, if collected, will be sufficient to pay debt service requirements attributable to Assessments in the Service and Assessment Plan. Each Annual Installment is payable as provided in the Service and Assessment Plan and the Assessment Ordinance.

The portions of the Annual Installments collected to pay Annual Collection Costs and Delinquent Collection Costs will be deposited in the Administrative Fund and shall not constitute Pledged Revenues.

Unconditional Levy of Assessments

The City will impose Assessments on the Assessed Property to pay the principal of and interest on the Bonds Similarly Secured scheduled for payment from Pledged Revenues as described in the Indenture and in the Service and Assessment Plan and coming due during each fiscal year. The Assessments are effective on the date of, and strictly in accordance with the terms of, the Assessment Ordinance. Each Assessment may be paid immediately in full or in periodic Annual Installments over a period of time equal to the term of the Bonds Similarly Secured, which installments shall include interest on the Assessments. Pursuant to the Assessment Ordinance, interest on the Assessments will be calculated at the rate of interest on the Bonds plus the Additional Interest rate calculated on the basis of a 360-day year of twelve 30-day months. Such rate may be adjusted as described in the Service and Assessment Plan. Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated annually during the Annual Service Plan Update and shall be due when billed, expected to be on or about October 1 of each year. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

As authorized by Section 372.018(b) of the PID Act, the City will calculate and collect, each year while the Bonds Similarly Secured are Outstanding and unpaid, an amount pay the annual costs incurred by the City in the administration and operation of the District (the "Annual Collection Costs"). The portion of each Annual Installment of an Assessment used to pay Annual Collection Costs shall remain in effect each year until all Bonds Similarly Secured are finally paid or until the City adjusts the amount after an annual review in any year pursuant to Section 372.013 of the PID Act. The amount collected to pay Annual Collection Costs shall be due in the manner set forth in the Assessment Ordinance when billed, expected to be on or about October 1 of each year, and shall be delinquent if not paid by February 1 of the following year. **Amounts collected for Annual Collection Costs do not secure repayment of the Bonds Similarly Secured.**

There is no discount or premium for the early payment of the Assessments.

The PID Act provides that the Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney's fees, if incurred) are a first and prior lien (the "Assessment Lien") against the Assessed Property, superior to all other liens and claims, except liens and claims for the State, county, school district, or municipality for ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Ordinance until Assessments are paid (or otherwise discharged) and is enforceable by the City Council in the same manner that an ad valorem property tax levied against real property may be enforced by the City Council. See "ASSESSMENT PROCEDURES" herein. The Assessment Lien is superior to any homestead rights of a property owner that are properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance ("Pre-existing Homestead Rights") for as long as such rights are maintained on the property. See "BONDHOLDERS' RISKS — Assessment Limitations."

Failure to pay an Annual Installment when due will not accelerate the payment of the remaining Annual Installments of the Assessments and such remaining Annual Installments (including interest) will continue to be due and payable at the same time and in the same amount and manner as if such default had not occurred.

Perfected Security Interest

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, which is the date of the delivery of the Indenture, without physical delivery or transfer of control of the Trust Estate, the filing of the 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 the 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 the Indenture is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Project Collection Fund

While any of the Bonds Similarly Secured are Outstanding, Williamson County, Texas (the "County") acting by and through its Tax Assessor-Collector (the "County 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 the Indenture. 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) in the first paragraph of "— Pledged Revenue Fund" below for the debt service payment date immediately following the required City Certificate delivery date or the deposit in full set forth in (ii) in the first paragraph of "— Pledged Revenue Fund" below after the City provides a City Certificate by the dates specified in the Indenture and after the Trustee deposits all Pledged Revenues received as provided in the Indenture, 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 the Indenture as necessary to ensure the deposits to the Bond Pledged Revenue Account of the Pledged Revenue Fund and to the Reserve Account of the Reserve Fund are made in full.

For a discussion of the Billing and Collection Services Agreement currently in place between the City and the County, see "ASSESSMENT PROCEDURES — Billing and Collection Services Agreement."

Pledged Revenue Fund

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 the Indenture and subsequently transferred to the Pledged Revenue Fund by the Trustee pursuant to a City Certificate as described in the Indenture, 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 the Indenture, 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 the Indenture 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 for in (ii) above after the City transfers the Pledged Revenues to the Trustee by the dates specified in the Indenture and after the Trustee deposits all such Pledged Revenues as provided in the Indenture, 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) above are made in full.

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.

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.

Upon receipt of Foreclosure Proceeds, the Trustee shall transfer such amount of Foreclosure Proceeds determined in writing by the City, first to the Reserve Fund to restore any transfers from the Reserve Account to restore any transfers from the Accounts within the Reserve Fund made with respect to the particular 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.

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 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.

Bond Fund

On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds Similarly Secured, less any amount to be used to pay interest on the Bonds Similarly Secured on such Interest Payment Date from the Capitalized Interest Account as provided below.

If amounts in the Principal and Interest Account are insufficient for the purposes set forth above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency, in the order of priority set forth in the Indenture. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

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 the Indenture, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

If, after the foregoing transfers and any transfer from the Reserve Fund (as described under the subcaptions "Reserve Account of the Reserve Fund" and "Delinquency & Prepayment Account of the Reserve Fund" below), there are insufficient funds to make the payments to the Principal and Interest Account of the Bond Fund described 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.

Project Fund

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 the Indenture.

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 rely on such payment instructions though given by the City with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the payment instructions contained therein. The execution by the City or its designee of such Certification for Payment shall constitute conclusive evidence upon which the Trustee may 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 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.

Except as provided in the following two paragraphs, 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.

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 the Indenture. Upon such transfers, the Improvement Area #1 Improvement Account of the Project Fund shall be closed.

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.

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 in 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.

[Notwithstanding the above provisions, 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 Release Condition (as defined below) has been satisfied, 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 Trustee, the City's financial advisor, Bond Counsel and the Administrator for review and confirmation.

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.]

Notwithstanding anything in the Indenture to the contrary, in the event the Developer has not provided the required evidence 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 the Indenture.

Reserve Account of the Reserve Fund

Pursuant to the Indenture, the Reserve Fund will be held by the Trustee for the benefit of the Bonds Similarly Secured, and initially funded with proceeds of the Bonds in the amount of the Reserve Account Requirement. Pursuant to the Indenture, the "Reserve Account Requirement" for the Bonds Similarly Secured 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 or (2) an extraordinary optional redemption, 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 $[_____].

In the event of an extraordinary optional redemption of Bonds Similarly Secured, 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.

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. 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

[*] Preliminary; subject to change.

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.

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.

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.

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 the Indenture, 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 of the Indenture, (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 of the Indenture.

Delinquency & Prepayment Reserve Account of the Reserve Fund

Pursuant to the Indenture, a Delinquency & Prepayment Reserve Account will be held by the Trustee for the benefit of the Bonds. 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. The "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 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 the Indenture. 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 the Indenture, 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 the Indenture, 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 the Indenture until the Bonds are no longer Outstanding.

Upon an extraordinary optional redemption of Bonds Similarly Secured due to Prepayments, after transferring funds from the Reserve Account of the Reserve Fund to the Redemption Fund, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds Similarly Secured to the date fixed for redemption of the Bonds Similarly Secured to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Delinquency & Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

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 the Indenture.

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. Additional Interest shall be used to replenish the Delinquency & Prepayment Reserve Account of the Reserve Fund.

Administrative Fund

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 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 the Indenture.

Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered pursuant to the Indenture 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 the Indenture. See "APPENDIX C — Form of Service and Assessment Plan."

THE ADMINISTRATIVE FUND SHALL NOT BE PART OF THE TRUST ESTATE AND SHALL NOT BE SECURITY FOR THE BONDS SIMILARLY SECURED.

Defeasance

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 the Indenture (a "*Defeased Debt*"), 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 the Indenture nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds Similarly Secured. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds Similarly Secured on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities. At such time as the Bonds Similarly Secured shall be deemed to be Defeased Debt, such Bonds Similarly Secured and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the Trust Estate as provided in the Indenture, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to the Trustee (or other financial institution permitted by applicable law) for the payment of such Defeased Debt, including any insufficiency therein caused by the failure of the Trustee (or other financial institution permitted by law) to receive payment when due on the Defeased Securities.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities. "Investment Securities" means those authorized investments described in the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended (the "PFIA"); and 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. Under current State law, Investment Securities that are authorized for the investment of funds to defease

public securities are (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality, and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds Similarly Secured. Because the Indenture does not contractually limit such investments, Holders will be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used as Defeasance Securities or that for any other Defeasance Security will be maintained at any particular rating category.

Events of Default

Each of the following occurrences or events constitutes an "Event of Default" under the Indenture:

(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 Assessments, including the prosecution of foreclosure proceedings;

(iii) Default in the performance or observance of any covenant, agreement or obligation of the City under the 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.

Remedies in Event of Default

Upon the happening and continuance of any of the Events of Default, 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 under the Indenture and its receipt of indemnity satisfactory to it shall proceed, to protect and enforce the rights of the Holders under the 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 in the Indenture, 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.

THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

Whenever moneys are to be applied pursuant to the Indenture, irrespective of and whether other remedies authorized under the 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 the Indenture. 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.

Restriction on Holder's Actions

No Holder shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust thereof or any other remedy thereunder, 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 the Indenture, or of which it is deemed to have notice pursuant to the Indenture, (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 granted in the Indenture or to institute such action, suit or proceeding in its own name, (iii) the Holders have furnished to the Trustee indemnity as provided in the Indenture, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers granted in the Indenture, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding and so affected by such Event of Default, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Holders of the Bonds Similarly Secured shall have any right in any manner whatsoever to affect, disturb, or prejudice the Indenture by its, his, or their action or to enforce any right thereunder except in the manner provided therein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided in the Indenture and for the equal benefit of the Holders of all Bonds Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of the Indenture and to any action or cause of action for the enforcement of the Indenture or for any other remedy thereunder.

Subject to provisions of the Indenture with respect to certain liabilities of the City, nothing in the 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 thereunder to the respective Holders thereof at the time and place, from the source and in the manner expressed therein and in the Bonds Similarly Secured.

In case the Trustee or any Holders of Bonds Similarly Secured shall have proceeded to enforce any right under the 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 under the Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Application of Revenues and Other Moneys after Event of Default

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 the Indenture 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 the Indenture, during the continuance of an Event of Default, 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:

(i) 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

(ii) 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 the Indenture.

In the event funds are not adequate to cure any of the Events of Default described above, 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 the Indenture.

The restoration of the City to its prior position after any and all defaults have been cured, as provided above, shall not extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

Investment or Deposit of Funds

Money in any Fund or Account established pursuant to the Indenture, 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.

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 the Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever 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.

Against Encumbrances

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 the 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.

So long as Bonds Similarly Secured are Outstanding under the Indenture, 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 the Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

Other Obligations or Other Liens; Refunding Bonds

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.

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, as described below, 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 the Indenture or the priority thereof 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 the 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.

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.

Notwithstanding anything to the contrary in the Indenture, no 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 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.

SOURCES AND USES OF FUNDS

The table that follows summarizes the expected sources and uses of proceeds of the Bonds:[(1)]

Sources of Funds:	
Principal Amount	$
Total Sources	**$**
Use of Funds:	
Deposit to Improvement Area #1 Improvement Account of Project Fund[(2)]	$
Deposit to Cost of Issuance Account of Project Fund	
Deposit to Capitalized Interest Account of Bond Fund	
Deposit to Reserve Account of Reserve Fund	
Deposit to Administrative Fund	
Underwriter's Discount[(3)]	
Total Uses	$

(1) To be updated and completed upon pricing.

(2) [The Trustee may not disburse amounts from the Improvement Area #1 Improvement Account in excess of $[_____][*] except and until the Release Condition has been satisfied. See "SECURITY FOR THE BONDS SIMILARLY SECURED — Project Fund."]

(2) Includes Underwriter's counsel's fee of $_____.

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[*] Preliminary; subject to change.

DEBT SERVICE REQUIREMENTS

The following table sets forth the anticipated debt service requirements for the Bonds:[1]

Year Ending (September 30)	Principal	Interest	Total
2026[2]			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
Total	**$**	**$**	**$**

(1) To be updated and completed upon pricing.

(2) Moneys in the Capitalized Interest Account will be used for the payment of the interest due on the Bonds on September 15, 2026.

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OVERLAPPING TAXES AND DEBT

Overlapping Taxes and Debt

The land within the District, including Improvement Area #1, lies within the corporate limits of the City. The land within Improvement Area #1 has been, and is expected to continue to be, subject to taxes and assessments imposed by taxing entities other than the City. Such taxes are payable in addition to the Assessments. The District is located within the City, the County (including the Williamson County FM/RD Road Fund), and the Georgetown Independent School District ("Georgetown ISD"), all of which may levy ad valorem taxes upon land within the District for payment of debt incurred by such governmental entities and/or for payment of maintenance and operations expenses. The City has no control over the level of ad valorem taxes levied by such other taxing authorities. The following table reflects the overlapping ad valorem tax rates currently levied on property located in Improvement Area #1.

Overlapping Taxes

Taxing Entity	Tax Year 2025 Ad Valorem Tax Rate[1]
City of Georgetown	$0.353000
Georgetown ISD	1.050600
Williamson County (including FM/RD Road Fund)	0.413776
Total Current Tax Rate	**$1.817376**
Estimated Average Annual Installment in Improvement Area #1 as an Equivalent Tax Rate	$0.549256[2]
Estimated Total Tax Rate and Average Annual Installment in Improvement Area #1 as an Equivalent Tax Rate	**$2.366632[2]**

(1) As reported by the Williamson Central Appraisal District. Per $100 taxable appraised value.
(2) Derived from information in the Service and Assessment Plan. Preliminary; subject to change.
Source: Williamson Central Appraisal District, Appraisal (as defined herein) and the Service and Assessment Plan.

As noted above, Improvement Area #1 includes territory located in other governmental entities that may issue or incur debt secured by the levy and collection of ad valorem taxes. Set forth below is an overlapping debt table showing the outstanding indebtedness payable from ad valorem taxes with respect to property within Improvement Area #1, and City debt to be secured by the Assessments.

Overlapping Debt

Taxing or Assessing Entity	Total Outstanding Debt as of March 31, 2026	Estimated % Applicable[1]	Direct and Estimated Overlapping Debt[1]
The City (Assessments - The Bonds)[2]	$ 4,565,000	100.00%	$4,565,000
The City (Ad Valorem)	506,995,000	0.080%	407,895
Williamson County	1,402,705,000	0.012%	161,759
Georgetown ISD	1,128,330,000	0.082%	925,044
Total	**$3,042,595,000**		**$6,059,699**

(1) Based on $16,550,000 prospective market value at completion of the lots in Improvement Area #1 as calculated in the Appraisal and on the Tax Year 2025 Taxable Assessed Valuation for the taxing entities as certified by the Williamson Central Appraisal District.
(2) Preliminary; subject to change.
Source: Municipal Advisory Council of Texas (gross outstanding debt secured by property taxes), the Williamson Central Appraisal District, the Appraisal and the Service and Assessment Plan.

Homeowners' Association Dues

In addition to the taxes and the Assessments described above, the Developer anticipates that each property owner in Improvement Area #1 of the District will pay a property owner's association fee (the "HOA Fee") to the HOA, in the approximate amount of $960 per year.

ASSESSMENT PROCEDURES

General

Capitalized terms used under this caption and not otherwise defined in this Limited Offering Memorandum shall have the meanings given in the Service and Assessment Plan. As required by the PID Act, when the City determines to defray a portion of the costs of Improvement Area #1 Authorized Improvements through Assessments, it must adopt a resolution generally describing the Improvement Area #1 Authorized Improvements and the land within Improvement Area #1 to be subject to Assessments to pay the costs therefor. The City has caused an assessment roll to be prepared (the "Improvement Area #1 Assessment Roll"), which Improvement Area #1 Assessment Roll shows the land within Improvement Area #1 to be assessed, the amount of the benefit to and the Assessment against each Lot or Parcel of land and the number of Annual Installments in which the Assessment is divided. The Improvement Area #1 Assessment Roll was or will be filed with the City Secretary and made available for public inspection. Statutory notice was or will be given to the owners of the property to be assessed and a public hearing will be conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Improvement Area #1 Authorized Improvements and funding the same with Assessments. The City expects to levy the Assessments and adopt the Assessment Ordinance on May 12, 2026, upon which the Assessments will become legal, valid and binding liens upon the Assessed Property.

Under the PID Act, the costs of the Improvement Area #1 Authorized Improvements may be assessed by the City against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Improvement Area #1 Authorized Improvements equals or exceeds the Assessments. The costs of the Improvement Area #1 Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of cost on Assessed Property similarly benefited. The allocation of benefits and assessments to the benefitted land within Improvement Area #1 is set forth in the Service and Assessment Plan, which should be read in its entirety. See "APPENDIX C — Form of Service and Assessment Plan."

Assessment Methodology

The Service and Assessment Plan describes the special benefit to be received by each Parcel of Assessed Property as a result of the Improvement Area #1 Authorized Improvements, provides the basis and justification for the determination that such special benefit exceeds the Assessments being levied, and establishes the methodology by which the City allocates the special benefit of the Improvement Area #1 Authorized Improvements to Parcels in a manner that results in equal shares of costs being apportioned to Parcels similarly benefited. As described in the Service and Assessment Plan, a portion of the costs of the Improvement Area #1 Authorized Improvements are being funded with proceeds of the Bonds, which are payable from and secured by the Pledged Revenues, including the Assessments.

As set forth in the Service and Assessment Plan, the City Council has determined that the costs of the Major Improvements shall be allocated to Improvement Area #1 and Improvement Area #2 based upon Estimated Buildout Value of each Parcel or assessed property to the Estimated Buildout Value of the District. Currently, Improvement Area #1 is allocated 50.04% of the Major Improvements costs and Improvement Area #2 is allocated 49.96% of the Major Improvements costs. The costs of the Improvement Area #1 Authorized Improvements are allocated to each Parcel within Improvement Area #1 based on the ratio of the Estimated Buildout Value of each Parcel designated as Assessed Property to the Estimated Buildout Value of all Assessed Property.

The City has determined that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly situated. The Assessments and interest thereon are expected to be paid in Annual Installments as described above. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan 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 Landowner, all other current owners of property within the District and all future owners and developers within the District. See "APPENDIX C — Form of Service and Assessment Plan."

The following table provides additional analysis with respect to assessment methodology and value to lien within Improvement Area #1. See "APPENDIX C — Form of Service and Assessment Plan."

Assessed Property Estimated Value to Lien Ratios[1]

Lot Type	Number of Lots[2]	Average Base Lot Value[3]	Estimated Buildout Value Per Lot[4]	Total Estimated Buildout Value[4]	Maximum Assessment Per Unit[5]	Estimated Ratio of Base Lot Value to Assessment	Estimated Ratio of Price to Assessment
50'	65	165,000	$660,000	$42,900,000	$39,098.11	4.22 : 1	16.88 : 1
60'	24	198,000	790,000	18,960,000	46,799.25	4.23 : 1	16.88 : 1
60' Bluffs	16	198,000	950,000	15,200,000	56,277.58	3.52 : 1	16.88 : 1
Total[8]	**105**			**$77,060,000**			

(1) *Preliminary; subject to change.* Derived from information in the Service and Assessment Plan, unless otherwise noted.
(2) Based on the concept plan for the District.
(3) Based on the values set forth in the Appraisal. See "APPRAISAL" and "APPENDIX G — APPRAISAL."
(4) Provided by the Developer.
(5) Pursuant to the Service and Assessment Plan, the maximum Assessment (the "Maximum Assessment") that can be levied on a Lot within Improvement Area #1 is equal to an amount shown on Exhibit H to the Service and Assessment Plan. See "APPENDIX C — Form of Service and Assessment Plan."

Collection and Enforcement of Assessment Amounts

Under the PID Act, the Annual Installments may be collected in the same manner and at the same time as ad valorem taxes of the City. The Assessments may be enforced by the City in the same manner that an ad valorem tax lien against real property is enforced. Delinquent installments of the Assessments incur interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes. Under the PID Act, the Assessment Lien is a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for State, county, school district or municipal ad valorem taxes. See "BONDHOLDERS' RISKS — Assessment Limitations" herein.

In the Indenture, the City will covenant to collect, or cause to be collected, Assessments as provided in the Assessment Ordinance. No less frequently than annually, City staff or a designee of the City shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Improvement Area #1 Assessment Roll and a calculation of the Annual Installment for each Parcel. Assessments for Annual Collection Costs shall be allocated among all Parcels in proportion to the amount of the Annual Installments for the Parcels.

In the Indenture, the City will covenant, agree and warrant that, for so long as any Bonds are Outstanding, it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

To the extent permitted by law, notice of the Annual Installments will 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.

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 Assessment or the corresponding Assessed Property.

The City expects that it will implement the basic timeline and procedures for Assessment collections and pursuit of delinquencies set forth in Exhibit D of the Disclosure Agreement of Issuer set forth in APPENDIX E-1 and

to comply therewith to the extent that the City reasonably determines that such compliance is the most appropriate timeline and procedures for enforcing the payment of delinquent Assessments.

The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs in connection with its covenants and agreements under the Indenture or otherwise other than with funds on deposit in the Administrative Fund.

Annual Installments will be paid to the City or its agent. Annual Installments are due when billed each year and become delinquent on February 1 of the following year. In the event Assessments are not timely paid, there are penalties and interest as set forth below:

Date Payment Received	Cumulative Penalty	Cumulative Interest	Total
February	6%	1%	7%
March	7%	2%	9%
April	8%	3%	11%
May	9%	4%	13%
June	10%	5%	15%
July	12%	6%	18%

After July, the penalty remains at 12%, and interest accrues at the rate of 1% each month. In addition, if an account is delinquent in July, a 20% attorney's collection fee may be added to the total penalty and interest charge. In general, property subject to lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. An automatic stay by creditors or other entities, including governmental units, could prevent governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In most cases, post-petition Assessments are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

Billing and Collection Services Agreement

The City and the County expect to enter into an Agreement for Billing and Collection Services, (the "Billing and Collection Services Agreement") which will provide for the collection of Assessment Revenues by the County Tax Assessor-Collector on the City's behalf. Pursuant to the Billing and Collection Services Agreement, the County Tax Assessor-Collector will bill and collect the Annual Installments by including the amount of the Annual Installment as a line item in the consolidated property tax bill mailed by the County Tax Assessor-Collector to each owner of real property in the District. The County Tax Assessor-Collector will represent the City for all purposes related to the billing and collection of the Annual Installments. The County Tax-Assessor Collector will collect the Annual Installments of the Assessments and remit the amount collected to the City daily by electronic funds transfer, after deducting the amount due to the County as billing and collection fees, as provided in the Billing and Collection Services Agreement. The owners of the Bonds are not third-party beneficiaries of the Billing and Collection Services Agreement and have no enforcement rights under such agreement. The Billing and Collection Services Agreement provides that it may be terminated annually by either party, and the agreement may be amended by the parties at any time without notice to any other party. Accordingly, there is no assurance that the Billing and Collection Services Agreement will not be amended or terminated prior to the maturity date of the Bonds.

Assessment Amounts

Assessment Amounts. The Maximum Assessment for each lot type has been established by the methodology described in the Service and Assessment Plan and are shown on Exhibit H to the Service and Assessment Plan. The Improvement Area #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel consisting of (i) the annual portion allocable to principal and interest on the Assessment for each Parcel, (ii) the Additional Interest and (iii) the component of the Annual Installment allocable to Annual Collection Costs. The Annual Installments may not exceed the amounts shown on the Improvement Area #1 Assessment Roll. The Assessments will be levied against the Parcels comprising the Assessed Property as indicated on the Improvement Area #1 Assessment Roll. See "APPENDIX C — Form of Service and Assessment Plan."

The Annual Installments shown on the Improvement Area #1 Assessment Roll will be reduced to equal the actual costs of repaying the Bonds, the Additional Interest and actual Annual Collection Costs (as provided for in the definition of such term).

Method of Apportionment of Assessments. For purposes of the Service and Assessment Plan, the Assessments allocable to the Assessed Property have been allocated to the Assessed Property within the District based on Estimated Buildout Value. As the existing Parcels or Lots within Improvement Area #1 are subsequently divided, the Assessments will be apportioned pro rata according to the Estimated Buildout Value of the newly created Parcels or Lots. See "ASSESSMENT PROCEDURES — Assessment Methodology" and "APPENDIX C — Form of Service and Assessment Plan." The following table reflects the estimated allocation of Assessments to be levied and collected.

Estimated Allocation of the Assessments[1]

Lot Type	Number of Lots[2]	Estimated Buildout Value Per Lot[3]	Maximum Assessment Per Unit	Total Assessment	Estimated Average Annual Installment per Unit	Equivalent Tax Rate per $100 Assessed Value
50'	65	$660,000	$39,098.11	$2,541,377	$3,625.09	$0.5493
60'	24	790,000	46,799.25	1,123,182	4,339.12	0.5493
60' Bluffs	16	950,000	56,277.58	900,441	5,217.93	0.5493
Total[8]	**105**			**$4,565,000**		

(1) *Preliminary; subject to change.* Derived from information in the Service and Assessment Plan, unless otherwise noted.
(2) Based on the concept plan for the District.
(3) Provided by the Developer.

The Bonds are secured by a lien on and pledge of the Trust Estate consisting primarily of Pledged Revenues, including the Assessments. See "SECURITY FOR THE BONDS SIMILARLY SECURED" and "APPENDIX C — Form of Service and Assessment Plan."

Prepayment of Assessments

Voluntary Prepayments. Pursuant to the PID Act and the Indenture, the owner of any Assessed Property may voluntarily prepay (a "Prepayment") all or part of any Assessment levied against any Lot or Parcel, together with accrued interest to the date of payment, at any time. Upon receipt of such Prepayment, such amounts will be applied towards the redemption or payment of the Bonds. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as payment of regularly scheduled Assessments.

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

True-Up of Assessments if Maximum Assessment Exceeded at Plat. Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not cause the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment for any Lot will exceed the Maximum Assessment, then (1) the Assessment applicable to each Lot Type shall each be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City 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 the final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such amounts. The final plat for the District has been platted. See "ASSESSMENT PROCEDURES — Assessment Methodology."

Prepayment as a Result of an Eminent Domain Proceeding or Taking. Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "Taking"), the portion of

the Assessed Property that was taken or transferred (the "Taken Property") shall be reclassified as Non-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 the Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment of 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.

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

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

Reduction of Assessments

If as a result of cost savings or an Improvement Area #1 Project not being constructed, the Actual Costs of completed Improvement Area #1 Projects are less than the Assessments, the Trustee shall apply amounts on deposit in the Project Account that are not expected to be used for purposes of the Project Account to redeem outstanding Bonds, in accordance with the Indenture.

Priority of Lien

The Assessments or any reassessment, the expense of collection, and reasonable attorney's fees, if incurred, constitute a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for the State, county, school district or municipality ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance until the Assessment is paid and may be enforced by the City in the same manner as an ad valorem tax levied against real property may be enforced by the City. The owner of any Assessed Property may pay the entire Assessment levied against any Lot or Parcel, together with accrued interest to the date of payment, at any time.

Foreclosure Proceedings

In the event of delinquency in the payment of any Annual Installment, except for unpaid Assessments on homestead property (unless the lien associated with the Assessment attached prior to the date the property became a homestead), the City is empowered to order institution of an action in State district court to foreclose the lien of such delinquent Annual Installment. In such action the real property subject to the delinquent Annual Installments may be sold at judicial foreclosure sale for the amount of such delinquent Annual Installments, plus penalties and interest.

Any sale of property for nonpayment of an installment or installments of an Assessment will be subject to the lien established for remaining unpaid installments of the Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent installments of the Assessments against such property as they become due and payable. Judicial foreclosure proceedings are not mandatory. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and in such event there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. The City is not required under any circumstance to purchase or make payment for the purchase of the delinquent Assessment on the corresponding Assessed Property.

In the Indenture, the City will covenant to take and pursue all actions permissible under Applicable Laws to cause the 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 of the Assessments, provided that the City is not required to expend any funds for collection and enforcement of Assessments other than funds on deposit in the Administrative Fund. Pursuant to the Indenture, Foreclosure Proceeds (excluding Delinquent Collection Costs) constitute Pledged Revenues to be deposited into the Pledged Revenue Fund upon receipt by the City and distributed in accordance with the Indenture. See "APPENDIX B — Form of Indenture." See also "APPENDIX E-1 — Form of Disclosure Agreement of Issuer" for a description of the expected timing of certain events with respect to collection of the delinquent Assessments.

The City will not be obligated to fund foreclosure proceedings out of any funds other than in the Administrative Fund. If Pledged Revenues are insufficient to pay foreclosure costs, the owners of the Bonds may be required to pay amounts necessary to continue foreclosure proceedings. See "APPENDIX B — Form of Indenture" and "APPENDIX C — Form of Service and Assessment Plan."

THE CITY

Background

The City of Georgetown is located in central Williamson County between the cities of Round Rock and Jarrell on Interstate Highway 35. The City is approximately 26 miles north of Austin. The City was originally an agricultural trade center for the County and surrounding area. In recent years the City has become more industrialized and commercially oriented. Along with commercial growth, the City has successfully promoted tourism in the area which has become a significant economic benefit to the community. Industries in the immediate area include a large crushed stone operation, several electronic manufacturers and agricultural related businesses. The City's 2020 census population was 67,176 and the current estimated population is 101,344

City Government

The City is a political subdivision and is a home rule municipality of the State, duly organized and existing under the laws of the State. The City was incorporated in 1848, and prior to 1970 operated as a general law city under the laws of the State. At an election held in 1970, the voters of the City by a majority vote adopted a home rule charter. The City operates under a City Manager form of government. The governing body of the City currently consists of the Mayor and seven members of the City Council. The City Manager is the chief administrative officer for the City.

The current members of the City Council and their respective expiration of terms of office are and the principal administrators of the City are shown on page i hereof. General information regarding the City and the surrounding area can be found in "APPENDIX A — General Information Regarding the City and Surrounding Area."

Water and Wastewater

The City will provide both retail water supply and retail sewer service to the lots within the District. The City's existing water and wastewater systems are sufficient to serve all of the property in the District. The Development is currently capable of being treated through the existing collection system by either the City's San Gabriel or Dove Springs Wastewater Treatment Plants. Both plants are currently operating an average daily flow below full capacity. In addition, Dove Springs is in the final stages of a 1.0 million gallon per day ("MGD") expansion through the Texas Commission on Environmental Quality (the "TCEQ"). Also, plans are under design and in

easement acquisition for a gravity, lift station, and force main called the San Gabriel Interceptor that will allow the Development to ultimately be served by the proposed Three Forks Water Reclamation Facility, a 21 MGD plant with the first 6 MGD phase currently under design.

THE DISTRICT

General

The PID Act authorizes municipalities, such as the City, to create public improvement districts within their boundaries or extraterritorial jurisdiction, and to impose assessments within the public improvement district to pay for certain improvements. The District includes approximately 68.08 acres and lies entirely within the corporate limits of the City. The District was created by a resolution of the City adopted on March 22, 2022, in accordance with the PID Act (the "Creation Resolution") for the purpose of undertaking and financing the cost of certain public improvements within the District, including the Improvement Area #1 Projects, authorized by the PID Act and approved by the City Council that confer a special benefit on the District property. A map of the property within the District is included on page iii hereof.

Powers and Authority of the City

Pursuant to the PID Act, the City may establish and create the District and undertake, or reimburse a developer for the costs of, improvement projects that confer a special benefit on property located within the District, whether located within the City limits or the City's extraterritorial jurisdiction. The PID Act provides that the City may levy and collect Assessments on property in Improvement Area #1 of the District, or portions thereof, payable in full or in periodic installments based on the benefit conferred by an improvement project to pay all or part of its cost.

Pursuant to the PID Act and the Creation Resolution, the City has the power to undertake, or reimburse a developer for the costs of, the financing, acquisition, construction or improvement of the Improvement Area #1 Projects. See "THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS." Pursuant to the authority granted by the PID Act and the Creation Resolution, the City has determined to undertake the construction, acquisition or purchase of certain street, water, wastewater, drainage, landscaping, and parkland improvements within the District comprising the Improvement Area #1 Projects and to finance the costs thereof through the issuance of the Bonds. The City has further determined to provide for the payment of debt service on the Bonds through the Pledged Revenues. See "ASSESSMENT PROCEDURES" and "APPENDIX C — Form of Service and Assessment Plan."

THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS

General

The "Improvement Area #1 Authorized Improvements" consist of the (1) Improvement Area #1 Projects, (2) the Bonds Issuance Costs (as defined below) of the Bonds, and (3) the first-year Annual Collection Costs allocable to Improvement Area #1. A portion of the costs of the below described Improvement Area #1 Authorized Improvements will be funded with proceeds of the Bonds. The balance of the costs of the Improvement Area #1 Authorized Improvements were or will be funded by the Developer without reimbursement by the City in accordance with the terms of the Financing and Reimbursement Agreement and the Service and Assessment Plan. See "APPENDIX C — Form of Service and Assessment Plan."

Improvement Area #1 Authorized Improvements

Major Improvements. The Improvement Area #1 Projects include Improvement Area #1's allocable share of the following 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.

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.

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. Included in the summary are an estimated 14% for soft costs including contingency, engineering, and project management.

Improvement Area #1 Improvements. The Improvement Area #1 Projects also include the following 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.

Soft Costs. Included in the summary are an estimated 14% for soft costs including contingency, engineering, and project management.

Bond Issuance Costs. The Improvement Area #1 Authorized Improvements also consist of the following "Bond Issuance Costs:" (i) initial deposit to the Reserve Account, (ii) capitalized interest, (iii) the underwriter's

discount, including a fee for underwriter's counsel and (iv) other costs associated with issuing the Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of the Bonds.

First-Year Annual Collection Costs. The Improvement Area #1 Authorized Improvements also include the estimated first year of Annual Collection Costs allocable to Improvement Area #1.

Improvement Area #1 Authorized Improvements Costs

The following table reflects the total expected costs of the Improvement Area #1 Authorized Improvements.

Expected Costs of the Improvement Area #1 Authorized Improvements[1]

Improvement Area #1 Authorized Improvements	Cost
Major Improvements[2]	
Street and Parkland	$ 775,827
Water	213,945
Wastewater	443,539
Drainage	1,013,027
Landscaping	580,617
Soft Costs	423,774
Subtotal[3]	*$3,450,728*
Improvement Area #1 Improvements	
Street	$1,770,639
Water	472,695
Wastewater	665,385
Drainage	819,867
Soft Costs	522,002
Subtotal[3]	*$4,250,588*
Bond Issuance Costs	
Debt Service Reserve	$ 359,900
Capitalized Interest	124,777
Underwriter's Discount	136,950
Costs of Issuance	273,900
Subtotal[3]	*$ 895,527*
First Year Annual Collection Costs	$ 40,000
Total[3]	**$8,636,843**

(1) Derived from information in the Service and Assessment Plan. *Preliminary; subject to change.*
(2) Represents Improvement Area #1's allocable share of the Major Improvements. The total estimated costs of the Major Improvements is approximately $6,895,411.
(3) Totals may not add due to rounding.

The cost of the Improvement Area #1 Authorized Improvements is expected to be approximately $8,636,843*. A portion of such costs in the amount of $4,565,000* are expected to be paid with proceeds of the Bonds. The balance of the costs of the Authorized Improvements, in the total approximate amount of $4,071,843*, were or will be funded by the Developer and will not be reimbursed by the City. See "THE DEVELOPER — History and Financing of the District."

Ownership and Maintenance of the Improvement Area #1 Projects

A portion of the Improvement Area #1 Projects, consisting of all of the water and wastewater improvements and a portion of the drainage, street and landscaping improvements, will be dedicated to and accepted by the City in accordance with the terms of the Development and Authorized Improvements Agreement and will constitute a portion

* *Preliminary; subject to change.*

of the City's infrastructure improvements. The City will provide for the ongoing maintenance and repair of such Improvement Area #1 Projects. The remaining Improvement Area #1 Projects, consisting of the Bluffview Drive Enhancements, the SF Bluffview Drive Screening Wall, the BNA Enhancements, and the Pedestrian Linkages, will be owned by the City and operated and maintained by the HOA in accordance with the terms of the Development and Authorized Improvements Agreement and the Maintenance Agreement.

THE DEVELOPMENT

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City and the Underwriter, and neither the City nor the Underwriter have any way of guaranteeing the accuracy of such information.

Overview

The Development is an approximately 68.08-acre master-planned residential community, located in the City's corporate limits, west of Interstate 35 and at the northeast corner of Southwest Bypass (also known as SH 195) and FM 2243. The District is approximately 4 miles from the City's downtown and approximately 30 miles north from Austin, Texas.

The Development's defining characteristic is its integration with significant public parkland improvements that connect residents to the City's broader park and trail network. The Development includes the construction of the Parkland Improvements, including parkland entry roads, trailhead parking facilities, and an 8-foot wide concrete trail (the Bluffview Trail) that connects to the San Gabriel Regional Trail Extension, providing residents with immediate access to outdoor recreational opportunities along the San Gabriel River corridor. Additional amenities include the Bluffview Natural Area (as defined herein) with concrete sidewalks, park benches, designated parking, and decorative fencing, as well as enhanced entry features including rock walls, columns, and monument landscaping. See "— The Development and Authorized Improvements Agreement" and "— Concept Plan" below.

In 2013, the Developer acquired the land within the District from Weir. Pursuant to the Purchase Agreement, the Landowner purchased from the Developer approximately 28.949 acres of land within the District, which comprises Improvement Area #1. The Developer owns the remaining land within the District. See "THE DEVELOPER — History and Financing of the District."

Development Plan

Construction of Improvements. The Development is being developed in two phases, which started with the construction of the Major Improvements and the Improvement Area #1 Improvements. [The Developer achieved substantial completion of the majority of such public improvements in October 2025 and the [City accepted the applicable improvements in April 2026] [Developer expects final City acceptance by April 2026]. A portion of the Bluffview Drive Enhancements, consisting of certain landscaping and the Bluffview Entry Monument remain to be completed. The Developer will also construct the Improvement Area #2 Improvements, which construction is anticipated to commence when Improvement Area #1 demonstrates strong absorption and market conditions support additional residential product. See "THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS."

The Developer also constructed and financed the Developer Funded Improvements necessary to provide finished lots within the District, including earthwork, detention ponds, water quality features, drainage, and dry utilities, as well as other soft costs, which are not eligible for repayment by assessments levied within the District or the proceeds of bonds secured by such assessments. The Developer completed the construction of the Developer Funded Improvements for an approximate cost of approximately $1,370,086. The Developer financed such construction with equity capital and no third-party financing was obtained.

Weir owns two tracts of land south of the District and on either side of the entrance to the District, known as "Commercial Tract A" and "Commercial Tract B." Pursuant to the Weir Agreement, in consideration of, among other things, Weir's dedication to the City of the Weir Parkland, the Developer is required to construct the following improvements (the "Weir Improvements"):

- Water lines and related facilities to provide water service to the Commercial Tracts

- Wastewater line and related appurtenances to provide sanitary sewer service to Commercial Tract B and either grinder pumps(s) and associated force mains to serve Commercial Tract A or a gravity flow line to serve Commercial Tract A

- Concurrently with development of Improvement Area #2, a wastewater line and related appurtenances to provide sanitary sewer service to Commercial Tract A

- Detention and water quality pond and related drainage facilities to accommodate storm water flowage from Commercial Tract A to Commercial Tract B (the "Storm Water Facilities")

- Entry road across the Commercial Tracts from FM 2243 to Improvement Area #1 and certain entryway features and landscaping

The water and wastewater Weir Improvements constitute a portion of the Major Improvements. Therefore, the Commercial Tracts' share of the costs of such Major Improvements have been allocated to the Commercial Tracts, accordingly. The costs allocable to the Commercial Tracts are not included in the costs set forth in the Service and Assessment Plan. The Developer has completed all of the Weir Improvements, except for the entry features and related landscaping. The Developer financed such construction with equity capital and no third-party financing was obtained.

Residential Lot Development. Currently, the Developer expects the District to include 105 single-family homes and 181 condo or multifamily units. Improvement Area #1 is expected to contain 105 single-family homes, consisting of 65 50' lots, 24 60' lots and 16 60' "Bluffs" lots, which are premium lots with enhanced positioning and views. Improvement Area #2 is currently expected to contain 181 condo or multifamily units. Improvement Area #2 is zoned "MF-1" pursuant to the PUD Ordinance, and may include additional single-family residential lots, for-sale condominium units, rental apartment units or a combination of such products. The Developer will evaluate optimal product types based on market conditions and demand at the time Improvement Area #2 is ready for development.

Pursuant to the Option Agreement, the Homebuilder expects to construct all of the 105 single-family homes within Improvement Area #1. The Homebuilder did not provide a copy of the Option Agreement. As of March 31, 2026, the Homebuilder has taken down 8 homes, has 2 homes under construction and has no completed homes.

Information regarding completed improvements in Improvement Area #1 and the Developer's current expectations regarding buildout of the lots within the District are shown in the following table.

Expected Buildout of Residential Lots within the Development[1]

Improvement Area	Quantity of Lots/Units[2]	Actual/Expected Infrastructure Start Date	Actual/Expected Infrastructure Completion Date	Expected Final Lot/Unit Sale Date to Builder
#1	105	October 2024	October 2025	November 2028
#2	181	October 2028	October 2029	November 2032

(1) The projections for Improvement Area #2 are based on the Developer's current expectations. Development of Improvement Area #2 will be based on the market conditions and demand at the time Improvement Area #2 is ready to be developed.

(2) Based on the Developer's current expectations. The amount and type of products included in Improvement Area #2 are subject to change.

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The Homebuilder expects to take down lots in Improvement Area #1 pursuant to the terms of the Option Agreement, as set forth below.

Expected Absorption of Lots by Homebuilder in Improvement Area #1

Expected Final Sale Date	50' Lots	60' Lots[1]	Total Lots
2026	16	16	32
2027	24	24	48
2028	25	-	25
Total	**65**	**40**	**105**

[1] According to the Developer, the Option Agreement does not distinguish between 60' lots and 60' Bluffs lots.

The Developer's expectations regarding absorption of homes in Improvement Area #1 is shown in the following table.

Expected Absorption of Homes in Improvement Area #1[1]

Expected Final Sale Date	50' Lots	60' Lots	60' Bluffs	Total Lots
2026	16	12	4	32
2027	24	12	12	48
2028	25	0	0	25
Total	**65**	**24**	**16**	**105**

[1] These projections regarding expected absorption were provided by the Developer. According to the Developer, the Homebuilder may begin construction of homes prior to taking down the lots.

The Developer's current expectations regarding estimated lot and home prices in Improvement Area #1 are as follows:

Expected Single-Family Lot Values and Home Prices in Improvement Area #1[1]

Lot Type	Quantity of Lots	Base Lot Value	Base Home Price
50'	65	$155,000	$660,000
60'	24	186,000	790,000
60' Bluffs	16	186,000	950,000

[1] Data provided by the Developer. Projections in the Appraisal may vary.

Financing and Reimbursement Agreement

The City and the Developer entered into the Financing and Reimbursement Agreement, which provides, in part, for the deposit of the Assessments and the proceeds from the issuance and sale of the Bonds, and the payment of the Actual Costs of the Improvement Area #1 Projects. Pursuant to the Financing and Reimbursement Agreement, (i) the total amount of bonds issued to finance improvements in the District shall not exceed $15,000,000, (ii) the equivalent tax rate of any annual installments of assessments shall not exceed $0.55 per $100 taxable assessed valuation based on the Estimated Buildout Value of the homes, and (iii) the minimum value to lien ratio of the estimated taxable assessed value to the assessments levied within the District is 4:1, based on the sale prices in executed real estate contracts, the William Central Appraisal District's value of the property, or an appraisal of the property to be assessed. The City has required a holdback of certain amounts in the Project Fund in lieu the 4:1 value to lien ratio requirement.* See "SECURITY FOR THE BONDS SIMILARLY SECURED — Project Fund."

Development and Authorized Improvements Agreement

Pursuant to the Development and Authorized Improvements Agreement, the Development includes: (i) approximately 38 acres of Parkland dedicated to the City for use as public parkland; (ii) approximately 1.5 acres of environmentally sensitive land on the west side of Bluffview Drive (the "Private Open Space") within Improvement

* Preliminary; subject to change.

Area #2 to be maintained by the HOA as private, open, green space; and (iii) approximately 1.3 acres of open space (the "Bluffview Natural Area" or "BNA") in the northwest corner of Improvement Area #1 to be maintained by the HOA, each as shown on the concept plan below. See "— Concept Plan."

Capitalized terms used in this subsection and not otherwise defined herein shall have the meaning assigned to such term in the Development and Authorized Improvements Agreement. The Developer agreed to construct the "Required PID Improvements" described below in accordance with the terms of the Development and Authorized Improvements Agreement.

- (i) Parkland Entry Road, commencing at the terminus of Bluffview Drive on the Developer Property and terminating at the Trailhead Parking Lot on the Weir Parkland; (ii) Trailhead Entry Sign; (iii) Trailhead Parking Lot, consisting of at least 13 parking spaces; and (iv) Bluffview Trail, consisting of an 8' wide concrete trail commencing at the Trailhead Parking Lot, crossing through the Parkland, and connecting to the San Gabriel Regional Trail Extension (collectively, the "Parkland Improvements"). *The Parkland Improvements are included in the street or landscaping Major Improvements, a portion of which are expected to be financed with proceeds of the Bonds. All of the Parkland Improvements are complete. The Parkland Improvements will be owned, operated and maintained by the City.*

- (i) an entry monument sign; (ii) the Shared Use Path, consisting of a 10' wide concrete sidewalk running continuously alongside the landscaping strip that borders the east side of Bluffview Drive; (iii) a five-foot wide sidewalk on the opposite side of Bluffview Drive from the Shared Use Path; (iv) at least eight park benches placed along the Shared Use path or five-foot sidewalk; (v) a 6' high screening wall situated alongside both sides of Bluffview Drive, up to the Parkland Entry Road (the "MF Bluffview Drive Screening Wall" and "SF Bluffview Drive Screening Wall" and together, the "Bluffview Drive Screening Walls"); (vi) a mail center; and (vii) irrigated landscaping situated alongside Bluffview Drive and the Shared Use Path (collectively, the "Bluffview Drive Enhancements"). *All of the Bluffview Drive Enhancements, except the mail center, are included in the landscaping or street Major Improvements, a portion of which are expected to be financed with proceeds of the Bonds. All of the Bluffview Drive Enhancements are complete, except for the Bluffview Entry Monument and the irrigated landscaping, which are currently under construction. The Bluffview Drive Enhancements will be owned by the City and operated and maintained by the HOA.*

- a 6' high screening wall bordering Improvement Area #2 (the "Southwest Bypass Screening Wall"). *The Southwest Bypass Screening Wall is expected to be considered an Improvement Area #2 Improvement. The Developer is required to complete the Southwest Bypass Screening Wall not later than the date that the first certificate of occupancy or its equivalent is issued for any structure within Improvement Area #2.*

- (i) Bluffview Drive (now known as Bluff Edge Lane), consisting of 2-lane collector and 4-lane collector roads, commencing at Leander Road/FM 2243 and ending at the beginning of the Parkland Entry Road; and (ii) the Pedestrian Linkages, consisting of 5' wide sidewalks connecting residential area to parkland and trails (together, the "Transportation Improvements"). *The Transportation Improvements are included in the street Major Improvements, a portion of which are expected to be financed with proceeds of the Bonds. All of the Transportation Improvements are complete. Bluffview Drive will be owned, operated and maintained by the City. The Pedestrian Linkages will be owned by the City and operated and maintained by the HOA.*

- (i) a 5' wide ADA-compliant concrete sidewalk looping the perimeter of the Bluffview Natural Area; (ii) three park benches; (iii) and four parallel parking spaces adjacent to the Bluffview Natural Area; and (iv) a wrought iron or rod fence (collectively, the "BNA Enhancements"). *All of the BNA Enhancements are included in the drainage, landscaping or street Major Improvements, a portion of which are expected to be financed with proceeds of the Bonds. All of the BNA Enhancements are complete. The BNA Enhancements will be owned by the City and operated and maintained by the HOA.*

See "THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS — Improvement Area #1 Authorized Improvements" and "— Ownership and Maintenance of the Improvement Area #1 Projects" and "APPENDIX F — Development and Authorized Improvements Agreement."

Maintenance Agreement

The Developer will enter into the Maintenance Agreement with the City and the HOA, which provides for the maintenance of the (i) Private Open Space, (ii) Pedestrian Linkages, (iii) Bluffview Drive Enhancements, (iv) BNA Enhancements, (v) Southwest Bypass Screening Walls, (vi) drainage easements, (vii) all drainage, water quality, stormwater management ponds and other structures within the District, other than drainage improvements directly associated with public roadways within the District, and (viii) any other Authorized Improvements located within an Enhanced Area Easement. Under the Maintenance Agreement, the HOA, at its sole cost and expense, shall perform all maintenance work for the above listed improvements. The HOA shall levy HOA assessments in amounts necessary to perform the responsibilities under the Maintenance Agreement.

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Concept Plan

EXHIBIT C.6
BLUFFVIEW NATURAL AREA

THE CONTENT OF THIS EXHIBIT IS ILLUSTRATIVE IN NATURE AND IS EXCLUSIVELY INTENDED TO PROVIDE A CONCEPTUAL VISION FOR THE AREA.

Photographs of the Development

The following photographs shows the current development within the District.

Zoning/Permitting

The development of property within the District is governed by the Development and Authorized Improvements Agreement, Title 17 of the City's Code of Ordinances and Ordinance No. 2023-29 approved by the City Council of the City on May 9, 2023 (the "PUD Ordinance").

Education

The Development is served by Georgetown ISD. Georgetown ISD operates eleven elementary schools, four middle schools, three high schools and three alternative programs. Wolf Ranch Elementary School, which is approximately 2-3 miles from the District, James Tippit Middle School, which is approximately 3-4 miles from the District and East View High School, which is approximately 4-5 miles from the District, are expected to serve the District.

GreatSchools.org rated Wolf Ranch Elementary School and James Tippit Middle School 6/10 and East View High School a 5/10. The Texas Education Agency annual school report cards were issued for the 2024 – 2025 school year – Wolf Ranch Elementary School received a "B" and James Tippit Middle School and East View High School both received a "C."

Environmental

Site Evaluation. In connection with the Developer's purchase of the property within the District, a Phase I Environmental Site Assessment report was prepared by Capital City Partners in January 2013 (the "Initial Phase I ESA"). An additional Phase I Environmental Site Assessment was conducted by Horizon Environmental Services in September 2024 (the "Additional Phase I ESA," and together with the Initial Phase I ESA, the "Phase I ESAs") in connection with the Landowner's purchase of the property within Improvement Area #1. The Phase I ESAs reported no evidence of current or historical recognized environmental conditions involving the property.

The Additional Phase I ESA reported three pipelines along the eastern boundary of the District. Two of the pipelines are operated by Enterprise Crude Pipeline LLC and reportedly transport crude oil. The third pipeline is operated by Enterprise Product Operating LLC and reportedly transports a highly volatile liquid. These pipelines were not considered recognized environmental conditions.

The Additional Phase I ESA also noted that the southern portion of the District is within the Edwards Aquifer Recharge Zone (the "Recharge Zone"). The Recharge Zone is the area where the stratigraphic units constituting the Edwards Aquifer are exposed at the surface and where water may filter into the aquifer through permeable features such as cracks, fissures, caves, and other openings in these layers. The Recharge Zone includes other geologic formations in proximity to the Edwards Aquifer where such features may create a potential for recharge of surface waters into the Edwards Aquifer. The TCEQ Edwards Aquifer Rules (30 TAC 213) regulate activities within the Recharge Zone and areas draining toward it. The TCEQ (and/or local jurisdiction) will require an approved Geologic Assessment as part of a Water Pollution Abatement Plan prior to land disturbance. The northern portion of the District is found within the Edwards Aquifer Contributing Zone (the "Contributing Zone"). The Contributing Zone of the Edwards Aquifer includes all watersheds that feed runoff into rivers and streams that flow over the Recharge Zone. These areas are generally north and west of the Recharge Zone. The TCEQ will require an approved Contributing Zone Plan prior to land disturbance. A Geologic Assessment can be added under TCEQ's Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer (30 TAC Chapter 213). These measures provide a higher level of water quality protection and may be adopted by those who wish to implement additional measures for environmental protection or to satisfy requirements for agencies other than the TCEQ.

The Development is subject to the Edwards Aquifer Protection Plan approved by the TCEQ on July 26, 2024 (the "Protection Plan"). Development of the District has complied with the provisions set forth in the Protection Plan.

Endangered Species. According to the website for the United States Fish and Wildlife Service, the Barton Springs salamander, the interior least tern, the Whooping Crane and the Golden-cheeked Warbler are endangered species in Williamson County, as are three species of insects and two species of arachnids. In connection with the Development, the Developer was required to obtain permits/approvals from the United States Fish and Wildlife Service (the "Permit") and enter into a Participation Agreement with the United States Fish and Wildlife Service and Weir (the "Participation Agreement"), pursuant to which the Developer and Weir agreed to participate in the Williamson County Regional Habitat Conservation Plan and the United States Fish and Wildlife Service authorized

the "taking" of certain listed species, including the bone cave harvestman, coffin cave mold beetle, Golden-cheeked Warbler and black-capped vireo, in connection with the development of the covered property. The Developer has followed all of the requirements set forth in the Permit and the Participation Agreement.

Mineral Rights

There are certain mineral rights reservations of prior owners of real property within the District (the "Mineral Owners") pursuant to one or more deeds in the chain of title for the property in the District, which may include a waiver of the Mineral Owners' rights to enter onto the surface of the property to explore, develop, drill or produce minerals.

While there is currently no drilling or exploration of minerals, the Developer cannot predict whether the Mineral Owners will take new action in the future to explore or develop the above-described mineral rights. Certain rules and regulations of the Texas Railroad Commission may restrict the ability of the Mineral Owners to explore or develop the property due to well density, acreage, or location issues. Additionally, while the City has not adopted an oil and gas ordinance to regulate oil and gas drilling within its territorial jurisdiction, the City has adopted the 2015 International Fire Code, with local amendments, which includes regulations for well drilling that include oil and gas drilling within the City's jurisdiction.

Although the Developer does not expect the exercise of such rights or any other mineral rights or related real property rights in or around the District, to have a material adverse effect on the Development, the property within Improvement Area #1 or the ability of the landowners within Improvement Area #1 to pay Assessments, the Developer makes no guarantee as to such expectation. See "BONDHOLDERS' RISKS — Exercise of Mineral Rights."

Utilities

Water and Wastewater. The City will provide retail water supply and retail sewer service to the lots within the District.

Additional Utilities. The Developer anticipates additional utilities to be provided by: (1) Telephone/Cable/Data – AT&T and Spectrum; (2) Electric – Pedernales Electric Cooperative; and (3) Natural Gas – Atmos Energy.

THE DEVELOPER

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City and the Underwriter, and neither the City nor the Underwriter have any way of guaranteeing the accuracy of such information.

General

In general, the activities of a developer in a development such as the District include purchasing the land, designing the subdivision, including the utilities and streets to be installed and any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as internet, gas and electric service) and selling improved lots and commercial reserves to builders, developers, or other third parties. The relative success or failure of a developer to perform such activities within a development may have a material effect on the security of revenue bonds, such as the Bonds, issued by a municipality for a public improvement district. A developer is generally under no obligation to a public improvement district, such as the District, to develop the property which it owns in a development. Furthermore, there is no restriction on the developer's right to sell any or all of the land which the developer owns within a development. In addition, a developer is ordinarily the major tax and assessment payer within a district during its development.

Description of the Developer

The Developer is a Texas limited partnership formed specifically for the development of the District. The partnership is controlled through its general partner, Bluffview 2021 GP, LLC, which is equally owned by Don Reese

and Jeremy Smitheal, both founding principals of Riverside Resources, an Austin-based real estate investment and development company ("Riverside Resources").

A snapshot of some of the communities the principals of Riverside Resources have developed in the Austin, Texas market is presented below.

Projects

Name of Community	City	Number of Lots	Status of Development
The Whitley	Austin	312-unit luxury apartment community on 9 acres in Central Austin, developed as JV with Argyle Residential	Completed, Sold
Fifth & West	Austin	420-unit apartment community in West Campus, developed as JV with Argyle Residential	Completed, Sold
Presidio 1	Cedar Park	85,000 SF Class A office building as first phase of 300+ acre mixed-use campus	Completed, Sold
5202 Ben White	Austin	330,000 SF creative office building, repositioned from former AMD fabrication facility, fully leased to Austin	Completed, Sold
300 Colorado	Austin	359,000 SF Class A office tower with ground floor retail, developed as 50/50 JV with Cousins Properties, anchored by Parsley Energy HQ (300,000 SF prelease)	Completed, JV Partner Buyout

Executive Biographies of Principals of the Developer

Don Reese, Founding Partner, Riverside Resources. Don is a Founding Partner of Riverside Resources where he has been instrumental in building and leading such real estate firm. He provides strategic vision and guidance to a diverse range of commercial real estate transactions and development activities throughout Central Texas and focuses on the oversight of acquisition and development opportunities, capital relationships, transaction structures, direction of execution teams, and community involvement. Prior to founding Riverside Resources, Don started his career as an attorney with the Austin law firm Clark, Thomas, Winters & Shapiro before becoming President and partner at an Austin-based real estate company that developed and/or owned over 2.6 million square feet of commercial space and 3,600 acres of land.

Don has been active in numerous civic and professional organizations including currently or previously serving as an Executive Council member of the University of Texas Real Estate Finance and Investment Center, Director of the Real Estate Council of Austin, University of Texas Chancellor's Council Executive Committee, UT President's Associates, UT Development Board, McCombs School of Business Advisory Council, Advisory Council and Executive Committee of the UT Longhorn Foundation, President and Director of the Austin Longhorn Club, Economic Development Council of Opportunity Austin, Board of Greater Austin Crime Commission, Board of Greater Austin Chapter of the National Football Foundation, Board of the DKR Alzheimer's Fund, and Director of Capital National Bank in Austin (now Wells Fargo Bank). For his extensive and impactful involvement in the Austin community he was honored as Austin Man of the Year by the Austin Chapter of the NFL Alumni Association.

Don received a B.B.A. (with Highest Honors) with a dual major in the Business Honors Program and in Accounting from the McCombs School of Business as well as a J.D. from the University of Texas. He is a licensed Attorney and was a Certified Public Accountant.

Jeremy Smitheal, Founding Partner, Riverside Resources. Jeremy is currently the managing director of Riverside Resources. Prior to joining Riverside Resources in 1995, he worked as an investment banking analyst at Bear Stearns & Co. Inc., participating in mergers & acquisitions and equity and debt offerings.

Jeremy is a founding board member of the 2033 Foundation, which invests in and develops real estate for the sole benefit of The University of Texas at Austin. He serves on the Frost Bank Austin Advisory Board. He served as an adjunct professor in the Finance Department at the UT Austin, McCombs School of Business, teaching BBA and MBA classes on Real Estate Investments and Decision Making from 2007-2021. He was the 2013 recipient of the McCombs School of Business MBA Rising Star Award and has served on various UT Austin councils and committees including strategic housing, curriculum, and real estate.

Jeremy has also been active in various civic and professional organizations including currently or previously serving on the UT Finance and Investment Center; the UT Austin Development Board; McCombs School of Business Dean's Leadership Circle; the Real Estate Council of Austin; Commercial Leasing Brokers Association; Austin Commercial Real Estate Society; the Nature Conservancy of Texas; Boy Scouts Capitol Area Council; and Helping Hand Home for Children. Jeremy obtained a B.B.A. with highest honors with a dual major in Finance and Real Estate and an M.B.A. from the University of Texas at Austin.

Bennett Holcomb, Partner, Riverside Resources. Bennett joined Riverside Resources in 2019 and is responsible for leasing, project management, and underwriting potential investment opportunities. Prior to joining the team, Bennett completed an internship with HFF and served five years as an Infantry Officer in the U.S. Army, both in combat and in training environments across the globe. Bennett received a B.S. in International Relations (with Honors) from the United States Military Academy at West Point and an MBA from the University of Texas McCombs School of Business.

Chris Whitworth, Cordova Real Estate Ventures. Chris is the Founding Partner of Cordova Real Estate Ventures. Chris plays a key role in sourcing opportunities, entitling property, leasing and operations. Previously, Chris co-founded Capital City Partners, where he led the development of over 600,000 square feet of retail space, 375,000 square feet of industrial space, 120,000 square feet of office space and 131 residential lots in the Austin MSA. Prior to Capital City Partners Chris was a project partner at Hill Partners, Inc (now HPI) and also served as a project manager for a civil engineering firm specializing in private development.

Chris holds a B.S. in Civil Engineering and a Masters in Land Economics and Real Estate from Texas A&M University. Chris has nearly 3 decades of experience in leasing, entitlements, design, construction and serving as a fiduciary to related parties on real estate investments in Central Texas.

History and Financing of the District

The Developer acquired the approximately 68.08-acre tract of land comprising the District from Weir in March 2013 for $3,027,000. The acquisition was financed through partner equity. Pursuant to the Purchase and Sale Agreement, on October 17, 2024, the Landowner purchased from the Developer approximately 30.197 acres of land, including Improvement Area #1 and a 1.248 acre parcel of right-of-way at the entrance of the development but outside of the District, for a total purchase price of $17,515,000 (the "Total Purchase Price"), calculated as $6,123,567 for the land to be paid to the Developer at land closing and $11,391,433 to be paid by the Homebuilder (the "Development Fee") in accordance with the terms of the Development Agreement between the Developer, the Landowner and the Homebuilder, effective as of October 17, 2024 (the "Lot Development Agreement"), as described below. The Landowner is also required to pay the Developer an amount equal to 20% of the gross purchase price of the home paid by the homeowner to the Landowner less the pro rata amount of the Total Purchase Price ($186,000 per 60' lot and $155,000 per 50' lot) (the "True Up Amount"). If the True Up Amount results in a negative number, neither the Landowner nor Developer owe any additional funds.

Pursuant to the Lot Development Agreement, the Developer agreed to oversee the construction of the Required PID Improvements, Weir Improvements and related improvements necessary to provide finished lots in Improvement Area #1 (collectively, the "Lot Development Improvements") and the Homebuilder agreed to pay the costs of such construction up to the amount of the Development Fee directly to the applicable contractors. If the actual costs to complete the Lot Development Improvements is less than the Development Fee, the Homebuilder is required to pay the Developer the remaining Development Fee. If the actual costs to complete the Lot Development Improvements exceeds the Development Fee, the Developer is responsible for paying such overruns. At land closing, the Developer put in escrow $1,060,421, which was equal to 10% of the estimated hard costs to complete Improvement Area #1 and is to be used by the Developer for any cost overruns. The Developer retained all rights to reimbursement for the Improvement Area #1 Projects from the Assessments and/or the proceeds of the Bonds and neither the Landowner or the Homebuilder are entitled to the reimbursement for any such costs.

In addition, the Homebuilder agreed to pay a development management fee (the "Management Fee") to the Developer equal to the product of $1,500 multiplied by each Lot within Improvement Area #1, with $118,125 of the Management Fee to be paid by the Homebuilder to Developer on a percentage of completion basis for the Development Work (as defined in the Lot Development Agreement) and the remaining $39,375 of the Management Fee will be paid by the Homebuilder to the Developer within 15 days after Developer's satisfaction of its post-Substantial Completion Date (as defined in the Lot Development Agreement) obligations.

All of the Major Improvements, Improvement Area #1 Improvements, Weir Improvements, and Developer Funded Improvements, except for the Bluffview Entry Monument and certain landscaping, have been completed for an approximate cost of $3,450,728, $4,250,588, $301,036, and $1,370,086, respectively. A portion of the costs of the Improvement Area #1 Projects, in the approximate amount of $3,629,473*, are expected to be paid to the Developer with proceeds of the Bonds. The remaining costs were financed by the Homebuilder or the Developer with partner equity and no third-party financing was obtained. Thus, there are currently no liens on the property within Improvement Area #1, which were incurred by the Developer, Landowner or Homebuilder, and the Developer does not currently anticipate the incurrence of any liens on the property within Improvement Area #1 for as long as the Landowner or Homebuilder owns such property (with the exception of the Assessment Lien). The PID Act provides that the Assessment Lien is a first and prior lien against the Assessed Property within Improvement Area #1 and is superior to all other liens and claims except liens or claims for State, county, school district, or municipality ad valorem taxes.

ADMINISTRATOR

The following information has been provided by the Administrator. Certain of the following information is beyond the direct knowledge of the City and the Underwriter, and neither the City nor the Underwriter have any way of guaranteeing the accuracy of such information.

The City has selected P3Works, LLC as the initial Administrator. The City has entered into an agreement with the Administrator to provide specialized services related to the administration of the District needed to support the issuance of the Bonds. The Administrator will primarily be responsible for preparing the annual update to the Service and Assessment Plan. The Administrator is a consulting firm focused on providing district services relating to the formation and administration of public improvement districts, and has offices in Austin, Houston, and North Richland Hills, Texas.

The Administrator's duties will include:

- Preparation of the annual update to the Service and Assessment Plan;
- Preparation of assessment rolls for county billing and collection;
- Establishing and maintaining a database of all County Parcel identification numbers within the District;
- Trust account analysis and reconciliation;
- Property owner inquires;
- Determination of Prepayment amounts;
- Preparation and review of disclosure notices with dissemination agent; and
- Review of developer draw requests for reimbursement of public improvement costs.

THE SPECIAL ASSESSMENT CONSULTANT

The following information has been provided by the Special Assessment Consultant. Certain of the following information is beyond the direct knowledge of the City and the Underwriter, and neither the City nor the Underwriter have any way of guaranteeing the accuracy of such information.

In its role as Special Assessment Consultant to the Developer, Development Planning & Financing Group, Inc. ("DPFG") (www.dpfg.com) is primarily responsible for the preparation of the financial analyses utilized in the preparation by the PID Administrator of the Service and Assessment Plan. DPFG is a national real estate consulting firm with six offices in four states (California, Texas, Florida and North Carolina). Since its inception in 1991, it has focused on providing real estate and financial consulting services principally to residential and commercial real estate developers as well as lenders, public agencies and other institutional investors. A key emphasis is identifying the lowest cost and the lowest risk manner of financing and funding public improvements and infrastructure such as roadways, utilities, etc., as well as the vertical improvements of a project.

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* *Preliminary; subject to change.*

To accomplish this, DPFG typically provides, among others, the following services:

- Preparation of financial analyses and projections;
- Preparation of financial feasibility studies, including compliance analyses with debt covenants;
- Identification of available and applicable public/private financing alternatives;
- Preparation of fiscal and economic impact studies;
- Negotiation of development agreements;
- Evaluation of development impact fee arrangements;
- Tracking of reimbursable development costs; and
- Structuring of financing and reimbursement agreements.

The financing programs that are involved usually include some type of public financing and/or public/private partnerships. These have included land secured financings such as municipal utility districts (MUDs), public improvement districts (PIDs), tax increment reinvestment zones (TIRZs), community facility districts (CFDs), as well as general obligation, revenue and assessment bonds. The firm has been involved in the formation, structuring, feasibility analysis and issuance of more than $17.0 billion of bonds for more than 2,600 special taxing districts (or their equivalents) since 1991. The firm′s Texas Region office has been involved as a consultant to developers for more than $1.2 billion of land secured financings in Texas since 2011.

APPRAISAL

The Appraisal

General. Barletta & Associates, Inc. (the "Appraiser") prepared an appraisal report (the "Appraisal") for the City effective as of March 6, 2026, based upon a physical inspection of the District conducted on March 6, 2026. The Appraisal was prepared at the request of the City. The description herein of the Appraisal is intended to be a brief summary only of the Appraisal as it relates to Improvement Area #1. The Appraisal is attached hereto as APPENDIX G and should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions, hypothetical conditions and qualifications, which are set forth therein. See "APPENDIX G — APPRAISAL."

Value Estimates. The Appraiser estimated the hypothetical "as is" bulk market value of the fee simple interest in the 105 lots in Improvement Area #1, under certain extraordinary assumptions and hypothetical conditions. The Appraisal does not reflect the value of the Assessed Property as if sold to a single purchaser in a single transaction. See "THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT — Development Plan" and "APPENDIX G — Appraisal."

The value estimate for the 105 single family lots comprising the Assessed Property using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal, as of March 6, 2026, is $16,550,000. None of the City, the Developer nor the Underwriter makes any representation as to the accuracy, completeness, assumptions or information contained in the Appraisal. The assumptions or qualifications with respect to the Appraisal are contained therein. There can be no assurance that any such assumptions will be realized, and the City, the Developer and the Underwriter make no representation as to the reasonableness of such assumptions. See "BONDHOLDERS' RISKS — Use of Appraisal."

Prospective investors should read the complete Appraisal in order to make an informed decision regarding any contemplated purchase of the Bonds. The complete Appraisal is attached as APPENDIX G.

BONDHOLDERS' RISKS

Before purchasing any of the Bonds, prospective investors and their professional advisors should carefully consider all of the risk factors described below which may create possibilities wherein interest may not be paid when due or that the Bonds may not be paid at maturity or otherwise as scheduled, or, if paid, without premium, if applicable. The following risk factors (which are not intended to be an exhaustive listing of all possible risks associated with an investment in the Bonds) should be carefully considered prior to purchasing any of the Bonds. Moreover, the order of presentation of the risks summarized below does not necessarily reflect the significance of such investment risks.

THE BONDS SIMILARLY SECURED ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM A FIRST LIEN ON, SECURITY INTEREST IN, AND PLEDGE OF, THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS SIMILARLY SECURED DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE TRUST ESTATE. THE HOLDERS OF THE BONDS SIMILARLY SECURED SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO HOLDER OF THE BONDS SIMILARLY SECURED SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS SIMILARLY SECURED OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS SIMILARLY SECURED OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE.

The Underwriter is not obligated to make a market in or repurchase any of the Bonds, and no representation is made by the Underwriter, the City, or the City's Financial Advisor that a market for the Bonds will develop and be maintained in the future. If a market does develop, no assurance can be given regarding future price maintenance of the Bonds. See "– Limited Secondary Market for the Bonds" herein.

The City has not applied for or received a rating on the Bonds. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so. See "– No Credit Rating" herein.

Deemed Representations and Acknowledgment by Investors

Each Investor will be deemed to have acknowledged and represented to the City the matters set forth under the heading "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" which include, among others, a representation and acknowledgment that the purchase of the Bonds involves investment risks, certain of which are set forth under this heading "BONDHOLDERS' RISKS" and elsewhere herein, and such Investor, either alone or with its purchaser representative(s) (as defined in Rule 501(h) of Regulation D under the Securities Act of 1933), has sophisticated knowledge and experience in financial and business matters and the capacity to evaluate such risks in making an informed investment decision to purchase the Bonds, and the Investor can afford a complete loss of its investment in the Bonds.

General Factors Relating to Payment of the Bonds

The ability of the City to pay debt service on the Bonds as due is subject to various factors that are beyond the City's control. These factors include, among others, (a) the ability or willingness of property owners within Improvement Area #1 to pay Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within Improvement Area #1, (c) general and local economic conditions which may impact real property values, the ability to liquidate real property holdings and the overall value of real property development projects, and (d) general economic conditions which may impact the general ability to market and sell the property within the District, it being understood that poor economic conditions within the City, State and region may slow the assumed pace of sales of such property.

The rate of development of the property in the District is directly related to the vitality of the residential housing industry. In the event that the sale of the lands within the District, should proceed more slowly than expected and the Developer is unable to pay the Assessments, only the value of the lands, with improvements, will be available for payment of the debt service on the Bonds, and such value can only be realized through the foreclosure or expeditious liquidation of the lands within Improvement Area #1. There is no assurance that the value of such lands will be sufficient for that purpose and the expeditious liquidation of real property through foreclosure or similar means is generally considered to yield sales proceeds in a lesser sum than might otherwise be received through the orderly marketing of such real property.

Assessment Limitations

Annual Installments of Assessments are billed to property owners of Assessed Property within Improvement Area #1. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as ad valorem taxes as set forth under "ASSESSMENT PROCEDURES" herein. Additionally, Annual Installments established by the Service and Assessment Plan correspond in number and proportionate amount to the number of installments and principal amounts of Bonds maturing in each year, interest on such principal, and the Annual Collection Costs for such year. See "ASSESSMENT PROCEDURES" herein. The unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Annual Installments of Assessment payments in the future.

In order to pay debt service on the Bonds, it is necessary that Annual Installments are paid in a timely manner. Due to the lack of predictability in the collection of Annual Installments in Improvement Area #1, the City has established a Reserve Account in the Reserve Fund, to be funded from the proceeds of the Bonds, to cover delinquencies. The Annual Installments are secured by the Assessment Lien. However, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid depletion of the Reserve Account and delay in payments of debt service on the Bonds. See "BONDHOLDERS' RISKS — Bondholders' Remedies and Bankruptcy of Property Owners" herein.

Upon an ad valorem tax lien foreclosure event of a property within Improvement Area #1, any Assessment that is also delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Assessments, the liens securing such delinquent ad valorem taxes and delinquent Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, Section 372.017(b), case law relating to other types of assessment liens and opinions of the Texas Attorney General, the Assessment Lien as it relates to Annual Installment payments that are not yet due should remain in effect following an ad valorem tax lien foreclosure, with future installment payments not being accelerated. Texas Local Government Code Section 372.018(d) supports this position, stating that an Assessment Lien runs with the land and the portion of an assessment payment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien.

The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Ordinance. **However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance ("Pre-existing Homestead Rights") for as long as such rights are maintained on the property.** It is unclear under State law whether or not Pre-existing Homestead Rights would prevent the Assessment Lien from attaching to such homestead property or instead cause the Assessment Lien to attach, but remain subject to, the Pre-existing Homestead Rights.

Under State law, in order to establish homestead rights, the claimant must show a combination of both overt acts of homestead usage and intention on the part of the owner to claim the land as a homestead. Mere ownership of the property alone is insufficient and the intent to use the property as a homestead must be a present one, not an intention to make the property a homestead at some indefinite time in the future. As of the date of adoption of the Assessment Ordinance, no such homestead rights will have been claimed. Furthermore, the Landowner and the Homebuilder will own 100% of the land within Improvement Area #1 at the time the Assessments will be levied and are not eligible to claim homestead rights. Consequently, there are and can be no homestead rights on the Assessed Property superior to the Assessment Lien and, therefore, the Assessment Liens may be foreclosed upon by the City.

Failure by owners of the parcels to pay Annual Installments when due, depletion of the Reserve Fund, delay in foreclosure proceedings, or the inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Assessments levied against such parcels may result in the inability of the City to make full or punctual payments of debt service on the Bonds.

THE ASSESSMENTS CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE PROPERTY ASSESSED, SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT LIENS AND CLAIMS FOR STATE,

COUNTY, SCHOOL DISTRICT OR MUNICIPALITY AD VALOREM TAXES AND IS A PERSONAL OBLIGATION OF AND CHARGE AGAINST THE OWNERS OF PROPERTY LOCATED WITHIN IMPROVEMENT AREA #1.

State Law Requiring Notice of Assessment; Failure of Developer to Deliver Required Notice Pursuant to Texas Property Code

The 87th Legislature passed HB 1543, which became effective September 1, 2021, and requires a person who proposes to sell or otherwise convey real property within a public improvement district to provide to the purchaser of the property, before the execution of a binding contract for the purchase of such real property, written notice of the obligation to pay public improvement district assessments, in accordance with Section 5.014, Texas Property Code, as amended. In the event a contract of purchase and sale is entered into without the seller providing the notice, the intended purchaser is entitled to terminate the contract of purchase and sale. If the Landowner or the Homebuilder do not provide the required notice and prospective purchasers of property within Improvement Area #1 terminate a purchase and sale contract, the anticipated absorption schedule may be affected. In addition to the right to terminate the purchase contract, a property owner who did not receive the required notice is entitled, after sale, to sue for damages for (i) all costs relative to the purchase, plus interest and reasonable attorney's fees, or (ii) an amount not to exceed $5,000, plus reasonable attorney's fees. In a suit filed pursuant to clause (i), any damages awarded must go first to pay any outstanding liens on the property. In such an event, the outstanding Assessments on such property should be prepaid. See "DESCRIPTION OF THE BONDS — Redemption Provisions." In the event of such prepayment, a partial redemption of the Bonds could occur. On payment of all damages respectively to the lienholders and purchaser pursuant to clause (i), the purchaser is required to reconvey the property to the seller. Further, if the Landowner or the Homebuilder do not provide the required notice and become liable for monetary damages, the anticipated buildout and absorption schedule may be affected. No assurances can be given that the projected buildout and absorption schedules presented in this Limited Offering Memorandum will be realized. The forms of notice to be provided to homebuyers are attached as to the Service and Assessment Plan and will be included in each Annual Service Plan Update. See "APPENDIX B — Form of Service and Assessment Plan."

Potential Future Changes in State Law Regarding Public Improvement Districts

During Texas legislative sessions and interim business of the Texas legislature, various proposals and reports have been presented by committees of Texas Senate and Texas House of Representative which suggest or recommend changes to the PID Act relating to oversight of bonds secured by special assessments including adopting requirements relating to levels of build out or adding State level oversight in connection with the issuance of bonds secured by special assessments under the PID Act. The 89th Legislative Session of the State convened on January 14, 2025 and concluded on June 2, 2025. When the regular Legislature is not in session, the Governor of Texas may call one or more special sessions, at the Governor's direction, each lasting no more than 30 days, and for which the Governor sets the agenda. Since the conclusion of the 89th Regular Session, the Governor called two special sessions, the first special session which began on July 21, 2025 and concluded on August 15, 2025 and the second special session which began on August 15, 2025 and concluded on September 4, 2025, both of which have ended without any legislation being passed by either chamber of the Texas legislature recommending oversight of bonds secured by assessments. It is impossible to predict what new proposals may be presented regarding the PID Act and the issuance of special assessment bonds during any upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Texas Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. It is impossible to predict with certainty the impact that any such future legislation will or may have on the security for the Bonds.

General Risks of Real Estate Investment and Development

Investments in undeveloped or developing real estate are generally considered to be speculative in nature and to involve a high degree of risk. The Development will be subject to the risks generally incident to real estate investments and development. Many factors that may affect the Development, including the schedule for and/or the costs of the various improvements to be constructed within the District necessary to serve residents therein, as well as the operating revenues of the Developer, including those derived from the Development, are not within the control of the Developer. Such factors include changes in national, regional and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent

and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; acts of God (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; contractor or subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer.

The Development cannot be completed without the Developer obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction of each phase of the Development and to allow the occupancy of residences and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results for the Developer.

A slowdown of the development process and the related absorption rate within the Development because of any or all of the foregoing could affect adversely land values. As described herein, the Assessments are an imposition against the land only. Neither the Landowner, the Homebuilder, the Developer nor any other subsequent landowner is a guarantor of the Assessments and the recourse for the failure of any landowner to pay the Assessments is limited to the collection proceedings against the land as described herein. The timely payment of the Bonds depends on the willingness and ability of the landowners to pay the Assessments when due. Any or all of the foregoing could reduce the willingness and ability of such owners to pay the Assessments and could greatly reduce the value of the property within Improvement Area #1 in the event such property has to be foreclosed. If Annual Installments are not timely paid and there are insufficient funds in the accounts of the Reserve Fund, a nonpayment could result in a payment default under the Indenture.

Risks Related to the Current Residential Real Estate Market

The real estate market is currently experiencing a slowing of new home sales and new home closings due in part to rising inflation and mortgage interest rates. It is difficult to determine what effects the tariffs imposed by the federal administration and the retaliatory tariffs against the United States will have on inflation and mortgage interest rates. Downturns in the real estate market, mortgage rates, and other factors beyond the control of the Developer, including general economic conditions, may impact the timing of parcel, lot, and home sales within the District. No assurances can be given that projected home prices and buildout values presented in this Limited Offering Memorandum will be realized.

Risks Related to Increase in Costs of Building Materials and Labor Shortages

As a result of low supply and high demand, shipping constraints, and the ongoing trade war (including tariffs and retaliatory tariffs), there have been substantial increases in the cost of lumber and other materials, causing many homebuilders and general contractors to experience budget overruns. Further, the federal administration's impositions and threatened impositions of tariffs and the imposition or threatened imposition of retaliatory tariffs against the United States will impact the ability of the Developer to estimate costs. If the cost of materials remains high or increase, it may affect the ability of the Homebuilder to construct homes within Improvement Area #1.

The federal administration's immigration policies may impact the State's workforce. Undocumented construction workers make up a large percentage of construction workers in the State. Mass deportations or immigration policies that make it challenging for foreign workers to work in the United States may result in labor shortages, particularly in construction. Labor shortages will impact the Homebuilder's ability to construct homes within Improvement Area #1.

Completion of Homes

The cost and time for completion of homes by the Homebuilder is uncertain and may be affected by changes in national, regional and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes yet to be built in the Development, which

may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; force majeure (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer.

Absorption Rate

There can be no assurance that the Homebuilder will be able to achieve its anticipated absorption rates. Failure to achieve the absorption rate estimates may adversely affect the estimated value of the District, could impair the economic viability of the District, and could reduce the ability or desire of property owners in Improvement Area #1 to pay the Assessments.

Competition

The housing industry in Central Texas is very competitive, and none of the Developer, the City, the City's Financial Advisor, or the Underwriter can give any assurance that the building programs which are planned throughout the District will be completed in accordance with the Developer's expectations. The successful development of the land within the District, the success of the Development, and the sale of residential units therein, once such homes are built, may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market, and other factors beyond the control of the Developer. The competitive position of the Homebuilder in the sale of single-family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to maintenance of market values in Improvement Area #1 of the District.

There can be no assurances that other similar projects will not be developed in the future or that existing projects will not be upgraded or otherwise become able to compete with the Development. Below is a list of competitive projects in the area.

Subdivision	Homebuilder	Lot Size	Home Prices
Wolf Ranch West, Sec 3G	Westin Homes	56'	$722,990-$774,990
Wolf Ranch West, Sec 7B	Highland Homes	51'	$545,990-$690,990
Wolf Ranch West, Sec 7B	Pulte Homes	42'	$417,990-$598,990
Wolf Ranch West, Sec 6G	Drees Custom Homes	61' & 71'	$545,990-$690,990
Saddleback at Santa Rita Ranch	GFO Home	60'	$550,000-$750,000

Source: The Appraisal

Lien Foreclosure and Bankruptcy

The payment of Assessments and the ability of the City to foreclose on the lien of a delinquent unpaid Assessment may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not cause the Assessments to become extinguished, bankruptcy of a property owner in all likelihood would result in a delay in prosecuting foreclosure proceedings. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, and the possibility that delinquent Assessments might not be paid in full.

Direct and Overlapping Indebtedness, Assessments and Taxes

The ability of an owner of Assessed Property to pay the Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of Improvement Area #1 currently impose ad valorem taxes on the property within Improvement Area #1 and will likely do so in the future. Such entities could also impose assessment liens on the property within Improvement Area #1. The imposition of additional liens, whether from taxes, assessments, or for private financing, may reduce the ability or willingness of the landowners to pay the Assessments. See "OVERLAPPING TAXES AND DEBT."

Depletion of Accounts of the Reserve Fund; No Prefunding of Delinquency & Prepayment Reserve Account

Failure of the owners of property within Improvement Area #1 of the District to pay the Assessments when due could result in the rapid, total depletion of the accounts in the Reserve Fund prior to replenishment from the resale of property upon a foreclosure or otherwise or delinquency redemptions after a foreclosure sale, if any. There could be a default in payments of the principal of and interest on the Bonds if sufficient amounts are not available in the Reserve Fund. The Delinquency & Prepayment Reserve Account of the Reserve Fund is not funded from proceeds of the Bonds. Instead, funding of the Delinquency & Prepayment Reserve Account is accumulated over time, by the mechanism described in "SECURITY FOR THE BONDS —Delinquency & Prepayment Reserve Account of the Reserve Fund."

Hazardous Substances

While governmental taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may be relevant. One of the most serious in terms of the potential reduction in the value that may be realized to the assessment is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or "Superfund Act," is the most well-known and widely applicable of these laws. It is likely that, should any of the parcels of land located in the District be affected by a hazardous substance, the marketability and value of parcels would be reduced by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The value of the land within the District does not consider the possible liability of the owner (or operator) for the remedy of a hazardous substance condition of the parcel. The City has not independently verified, and is not aware, that the owner (or operator) of any of the parcels within the District has such a current liability with respect to such parcel; however, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the land within the District resulting from the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a foreclosure.

See "THE DEVELOPMENT — Environmental" for discussion of the Phase I ESAs performed on the property within the District.

Regulation

Development within the District may be subject to future federal, state and local regulations. Approval may be required from various agencies from time to time in connection with the layout and design of development in the District, the nature and extent of public improvements, land use, zoning and other matters. Failure to meet any such regulations or obtain any such approvals in a timely manner could delay or adversely affect development in the District and property values.

Availability of Utilities

The progress of development within Improvement Area #1 of the District is also dependent upon the City providing an adequate supply of water and wastewater service to the Development. If the City fails to provide water and wastewater services to the property in the District, the Development cannot be substantially completed, and the Developer will not be able to construct homes. See "THE CITY — Water and Wastewater."

Portions of the State, including the City and its surrounding area, are experiencing significant growth, which has produced and is expected to continue to produce a growing demand for water and wastewater service. The ability of the City to provide an adequate supply of water and sufficient capacity for treatment of wastewater, as applicable, is dependent on many factors, including, but not limited to, supply and demand of materials to complete necessary water and wastewater improvements, compliance with the Texas Commission on Environmental Quality regulations,

the effects of extreme weather events on such entity's water and wastewater systems, and the construction of developments competing with the District. See "BONDHOLDERS' RISKS — General Risks of Real Estate Investment and Development," "— Risks Related to Increase in Costs of Building Materials and Labor Shortages, "— Competition," "— Regulation," and "— Flood Plain and Risk from Weather Events."

None of the City, the Financial Advisor, the Underwriter, or the Developer can predict the impact that such growing demand may have on the City, the District, the projected buildout schedule, availability of water and wastewater service to the District or an investment in the Bonds.

Flood Plain and Risk from Weather Events

The San Gabriel River forms a portion of the eastern boundary of the District. Approximately 5.21 acres within Improvement Area #2 is located within an official Federal Emergency Management Agency ("FEMA") 100-year flood plain, Zone A, as shown on the current FEMA Flood Insurance Rate Map Number 48491C0480F, dated December 20, 2019 (the "Flood Plain"). All of the land within the Flood Plain will be used for open space/parkland.

FEMA will from time to time revise its Flood Insurance Rate Maps. None of the City, the Underwriter, or the Developer make any representation as to whether FEMA may revise its Flood Insurance Rate Maps, whether such revisions may result in homes that are currently outside of the 100-year and 500-year flood plain from being included in the 100-year or 500-year flood plain in the future, or whether extreme flooding events may occur more often than assumed in creating the rate maps.

All of the State, including the City, is subject to extreme weather events that can cause loss of life and damage to property through strong winds, wildfires, hurricanes, tropical storms, flooding, heavy rains and freezes, including events similar to the severe winter storm that the continental United States experienced in February 2021, which resulted in disruptions in the Electric Reliability Council of Texas power grid and prolonged blackouts throughout the State. It is impossible to predict whether similar events will occur in the future and the impact they may have on the City, including land within the District.

Exercise of Mineral Rights

As described herein under "THE DEVELOPMENT — Mineral Rights," there are certain mineral rights reservations located within the District not owned by the Landowner or Homebuilder. There may also be additional mineral rights and related real property rights reflected in the chain of title for the real property within the District recorded in the real property records of the County.

The Developer does not expect the existence or exercise of any mineral rights or related real property rights in or around the District to have a material adverse effect on the Development, the property within the District, or the ability of landowners within Improvement Area #1 to pay Assessments. However, the Developer provides no representations, warranties or other assurances with respect to the existence or exercise of any mineral rights or related real property rights in or around the District. Furthermore, none of the City, the Financial Advisor, or the Underwriter provide any assurances as to such Developer's expectations.

Bondholders' Remedies and Bankruptcy of Property Owners

In the event of default in the payment of principal of or interest on the Bonds or the occurrence of any other Event of Default under the Indenture, 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 the 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 in the Indenture, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the City's obligations under the Bonds or the Indenture and such obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, so its use rests within the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and,

consequently, the remedy of mandamus may have to be relied upon from year to year. The owners of the Bonds cannot themselves foreclose on property within Improvement Area #1 or sell property within Improvement Area #1 in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the owners of the Bonds further may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. In this regard, should the City file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the City to seek judicial foreclosure of its Assessment Lien would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See "BONDHOLDERS' RISKS — Chapter 9 Bankruptcy Limitation to Bondholders' Rights" herein.

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within the District pursuant to the Federal Bankruptcy Code could, subject to its discretion, delay or limit any attempt by the City to collect delinquent Assessments, or delinquent ad valorem taxes, against such property owner.

In addition, in 2006, the Texas Supreme Court ruled in Tooke v. City of Mexia, 197 S.W.3d 325 (Tex. 2006) ("Tooke") that a waiver of sovereign immunity must be provided for by statute in "clear and unambiguous" language. In so ruling, the Court declared that statutory language such as "sue and be sued", in and of itself, did not constitute a clear and unambiguous waiver of sovereign immunity. In Tooke, the Court noted the enactment in 2005 of sections 271.151-.160, Texas Local Government Code (the "Local Government Immunity Waiver Act"), which, according to the Court, waives "immunity from suit for contract claims against most local governmental entities in certain circumstances." The Local Government Immunity Waiver Act covers cities and relates to contracts entered into by cities for providing goods or services to cities.

In Wasson Interests, Ltd. v. City of Jacksonville, 489 S.W.3d 427 (Tex. 2016) ("Wasson"), the Texas Supreme Court (the "Court") addressed whether the distinction between governmental and proprietary acts (as found in tort- based causes of action) applies to breach of contract claims against municipalities. The Court analyzed the rationale behind the Proprietary-Governmental Dichotomy to determine that "a city's proprietary functions are not done pursuant to the 'will of the people'" and protecting such municipalities "via the [S]tate's immunity is not an efficient way to ensure efficient allocation of [S]tate resources." While the Court recognized that the distinction between governmental and proprietary functions is not clear, the Wasson opinion held that the Proprietary-Governmental Dichotomy applies in a contract-claims context. The Court reviewed Wasson for a second time and issued an opinion on October 5, 2018 clarifying that to determine whether governmental immunity applies to a breach of contract claim, the proper inquiry is whether the municipality was engaged in a governmental or proprietary function when it entered into the contract, not at the time of the alleged breach. Therefore, in regard to municipal contract cases (as in tort claims), it is incumbent on the courts to determine whether a function was proprietary or governmental based upon the statutory and common law guidance at the time of inception of the contractual relationship. Texas jurisprudence has generally held that proprietary functions are those conducted by a city in its private capacity, for the benefit only of those within its corporate limits, and not as an arm of the government or under authority or for the benefit of the State; these are usually activities that can be, and often are, provided by private persons, and therefore are not done as a branch of the State, and do not implicate the state's immunity since they are not performed under the authority, or for the benefit, of the State as sovereign. Notwithstanding the foregoing new case law issued by the Court, such sovereign immunity issues have not been adjudicated in relation to bond matters (specifically, in regard to the issuance of municipal debt). Each situation will be prospectively evaluated based on the facts and circumstances surrounding the contract in question to determine if a suit, and subsequently, a judgement, is justiciable against a municipality.

The City is not aware of any State court construing the Local Government Immunity Waiver Act in the context of whether contractual undertakings of local governments that relate to their borrowing powers are contracts covered by such act. Because it is unclear whether the Texas legislature has effectively waived the City's sovereign immunity from a suit for money damages in the absence of City action, the Trustee or the owners of the Bonds may not be able to bring such a suit against the City for breach of the Bonds or the Indenture covenants. As noted above, the Indenture provides that owners of the Bonds may exercise the remedy of mandamus to enforce the obligations of the City under the Indenture. Neither the remedy of mandamus nor any other type of injunctive relief was at issue in Tooke, and it is unclear whether Tooke will be construed to have any effect with respect to the exercise of mandamus, as such remedy has been interpreted by State courts. In general, State courts have held that a writ of mandamus may be issued to require public officials to perform ministerial acts that clearly pertain to their duties. State courts have held that a ministerial act is defined as a legal duty that is prescribed and defined with a precision and certainty that leaves nothing to the exercise of discretion or judgment, though mandamus is not available to enforce purely

contractual duties. However, mandamus may be used to require a public officer to perform legally-imposed ministerial duties necessary for the performance of a valid contract to which the State or a political subdivision of the State is a party (including the payment of moneys due under a contract).

Judicial Foreclosures

Judicial foreclosure proceedings are not mandatory; however, the City has covenanted (subject to provisions set forth in the Indenture) to order and cause such actions to be commenced. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and, in such event, there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. Moreover, in filing a suit to foreclose, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property; the proceeds of any sale of property within Improvement Area #1 available to pay debt service on the Bonds may be limited by the existence of other tax liens on the property. See "OVERLAPPING TAXES AND DEBT." Collection of delinquent taxes, assessments, and the Assessments may be adversely affected by the effects of market conditions on the foreclosure sale price, and by other factors, including taxpayers' right to redeem property within two years of foreclosure for residential and agricultural use property and six months for other property, and by a time-consuming and expensive collection procedure.

No Acceleration

The Indenture expressly denies the right of acceleration in the event of a payment default or other default under the terms of the Bonds or the Indenture.

Limited Secondary Market for the Bonds

The Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Bonds in the event a Holder thereof determines to solicit purchasers for the Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Bonds may be sold. Such price may be lower than that paid by the current Holders of the Bonds, depending on the progress of development of Improvement Area #1 subject to the Assessments, existing real estate and financial market conditions and other factors.

No Credit Rating

The City has not applied for or received a rating on the Bonds. Even if a credit rating had been sought for the Bonds, it is not anticipated that such a rating would have been investment grade. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary market trading in connection with a particular issue is suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then generally prevailing circumstances. Such prices could be substantially different from the original purchase price.

Chapter 9 Bankruptcy Limitation to Bondholders' Rights

The enforceability of the rights and remedies of the owners of the Bonds may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. The City is authorized under State law to voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946. The City may proceed under Chapter 9 if it (1) is generally not paying its debts, or unable to meet its debts, as they become due, (2) desires to effect a plan to adjust such debts, and (3) has either obtained the agreement of or negotiated in good faith with its creditors, is unable to negotiate with its creditors because negotiation is impracticable, or reasonably believes that a creditor may attempt to obtain a preferential transfer.

If the City decides in the future to proceed voluntarily under the Federal Bankruptcy Code, the City would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Federal Bankruptcy Code, (2) all payments to be made in connection

with the plan are fully disclosed and reasonable, (3) the City is not prohibited by law from taking any action necessary to carry out the plan, (4) administrative expenses are paid in full, (5) all regulatory or electoral approvals required under State law are obtained and (6) the plan is in the best interests of creditors and is feasible. The rights and remedies of the owners of the Bonds would be adjusted in accordance with the confirmed plan of adjustment of the City's debt. The City cannot predict a Bankruptcy Court's treatment of the Bondholders' creditor claim and whether a Bondholder would be repaid in full.

Tax-Exempt Status of the Bonds

The Indenture contains covenants by the City intended to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes. As discussed under the caption "TAX MATTERS," interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued as a result of future acts or omissions of the City in violation of its covenants in the Indenture.

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or State level, may adversely affect the tax-exempt status of interest on the Bonds under federal or State law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

As further described in "TAX MATTERS" below, failure of the City to comply with the requirements of the Internal Revenue Code of 1986 (the "Code") and the related legal authorities, or changes in the federal tax law or its application, could cause interest on the Bonds to be included in the gross income of owners of the Bonds for federal income tax purposes, possibly from the date of original issuance of the Bonds. Further, the opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of interest on the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. The IRS has an ongoing program of auditing obligations that are issued and sold as bearing tax-exempt interest to determine whether, in the view of the IRS, interest on such obligations is included in the gross income of the owners thereof for federal income tax purposes. In the past, the IRS has announced audit efforts focused in part on "developer-driven bond transactions," including certain tax increment financings and certain assessment bond transactions. It cannot be predicted if this IRS focus could lead to an audit of the Bonds or what the result would be of any such audit. If an audit of the Bonds is commenced, under current procedures parties other than the City would have little, if any, right to participate in the audit process. Moreover, because achieving judicial review in connection with an audit of tax-exempt obligations is difficult, obtaining an independent review of IRS positions with which the City legitimately disagrees may not be practicable. Any action of the IRS, regardless of the outcome, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of obligations presenting similar tax issues, may affect the market price for, or the marketability of, the Bonds. Finally, if the IRS ultimately determines that the interest on the Bonds is not excluded from the gross income of Bondholders for federal income tax purposes, the City may not have the resources to settle with the IRS, the Bonds are not required to be redeemed, and the interest rate on the Bonds will not increase.

Management and Ownership

The management and ownership of the Developer, the Landowner and the Homebuilder could change in the future. Purchasers of the Bonds should not rely on the management experience of such entities. There are no assurances that such entities will not sell the subject property or that officers will not resign or be replaced. In such circumstances, a new developer or new officers in management positions may not have comparable experience in projects comparable to the Development.

Dependence Upon Landowner and Homebuilder

The Landowner and Homebuilder own all of the Assessed Property in Improvement Area #1 and will have the obligation for payment of the Annual Installments until homes begin to be sold to homebuyers. The ability of the Landowner and Homebuilder to make full and timely payment of the Assessments will directly affect the ability of the City to meet its debt service obligations with respect to the Bonds.

Use of Appraisal

Caution should be exercised in the evaluation and use of appraisal results. An appraisal is an estimate of market value as of a specified date based upon assumptions and limiting conditions and any extraordinary assumptions specific to the relevant valuation and specified therein. The estimated market value specified in the Appraisal is not a precise measure of value but is based on a subjective comparison of related activity taking place in the real estate market. The valuation set forth in the Appraisal is based on various assumptions of future expectations and while the Appraiser's forecasts for the properties in the District is considered by the Appraiser to be reasonable at the current time, some of the assumptions may not materialize or may differ materially from actual experience in the future.

The Bonds will not necessarily trade at values determined solely by reference to the underlying value of the properties in Improvement Area #1.

In performing its analyses, an appraiser makes numerous assumptions with respect to general business, economic and regulatory conditions, and other matters, many of which are beyond the Appraiser's, Underwriter's, and City's control, as well as to certain factual matters. Furthermore, the Appraiser's analysis, opinions and conclusions are necessarily based upon market, economic, financial, and other circumstances and conditions existing prior to the valuation and date of the Appraisal.

The intended use and user of the Appraisal are specifically identified in the Appraisal as agreed upon in the contract for services and/or reliance language found in the Appraisal. The Appraiser has consented to the use of the Appraisal in this Limited Offering Memorandum in connection with the issuance of the Bonds. No other use or user of the Appraisal is permitted by any other party for any other purpose.

2026 Iran War

Global stability has become more uncertain following the February 28, 2026, military strikes launched by the Unites States and Israel that resulted in the death of Supreme Leader Ayatollah Ali Khamenei and other members of Iran's leadership. Generally, early stages of any war are unstable and unpredictable, but this particular conflict is further burdened by unclear and shifting objectives, and no clear exit strategy or defined victory. Retaliatory attacks by the Islamic Revolutionary Guard Corps present a risk that the war may broaden to surrounding countries, or that internal power struggles could produce an Iranian civil war. A lengthy conflict would disrupt global shipping, disturb trade routes and supply chains, and reduce global output. The impact of war in the Middle East on the national economy will depend on the extent of rising oil prices and the disruption to global oil supplies. Increased energy prices are likely to create higher inflation, slower growth, and higher unemployment in the Unites States

TAX MATTERS

Opinion

On the date of initial delivery of the Bonds, McCall, Parkhurst & Horton L.L.P., Austin, Texas, Bond Counsel to the City, will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof ("Existing Law"), (1) interest on the Bonds for federal income tax purposes will be excludable from the "gross income" of the holders thereof and (2) the Bonds will not be treated as "specified private activity bonds" the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). Except as stated above, Bond Counsel to the City will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Bonds. See "APPENDIX D — Form of Opinion of Bond Counsel."

In rendering its opinion, Bond Counsel to the City will rely upon (a) the City's federal tax certificate, and (b) covenants of the City with respect to arbitrage, the application of the proceeds to be received from the issuance and sale of the Bonds and certain other matters. Failure by the City to observe the aforementioned representations or covenants could cause the interest on the Bonds to become taxable retroactively to the date of issuance.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Bonds in order for interest on the Bonds to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Bonds to be included in gross income retroactively to the date of issuance of the Bonds. The opinion of Bond Counsel to the

City is conditioned on compliance by the City with the covenants and the requirements described in the preceding paragraph, and Bond Counsel to the City has not been retained to monitor compliance with these requirements subsequent to the issuance of the Bonds.

Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel's opinion is not a guarantee of a result. Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds.

A ruling was not sought from the Internal Revenue Service by the City with respect to the Bonds or the property financed or refinanced with proceeds of the Bonds. No assurances can be given as to whether the Internal Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an Internal Revenue Service audit is commenced, under current procedures the Internal Revenue Service is likely to treat the City as the taxpayer and the Bondholders may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

Federal Income Tax Accounting Treatment of Original Issue Discount

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the bonds may not be equal to the accrual period or be in excess of one year (the "Original Issue Discount Bonds"). In such event, the difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The "stated redemption price at maturity" means the sum of all payments to be made on the bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under existing law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under existing law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

Collateral Federal Income Tax Consequences

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on existing statutes, regulations, published rulings and court decisions, all of which are subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with Subchapter C earnings and profits, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium assistance credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS.

Interest on the Bonds may be includable in certain corporations' "adjusted financial statement income" determined under section 56A of the Code to calculate the alternative minimum tax imposed by section 55 of the Code.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount bonds" to the extent such gain does not exceed the accrued market discount of such bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

State, Local and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

Information Reporting and Backup Withholding

Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Bonds will be sent to each registered holder and to the IRS. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner's social security number or other taxpayer identification number ("TIN"), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient's federal income tax. Special rules apply to partnerships, estates and trusts, and in certain circumstances, and in respect of Non-U.S. holders, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

Future and Proposed Legislation

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could

affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

LEGAL MATTERS

Legal Proceedings

Delivery of the Bonds will be accompanied by the unqualified approving legal opinion of the Attorney General of the State to the effect that the Bonds are valid and legally binding obligations of the City under the Constitution and laws of the State, payable from the Trust Estate and, based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the legal opinion of Bond Counsel, to a like effect.

McCall, Parkhurst & Horton L.L.P., Austin, Texas, serves as Bond Counsel to the City. Norton Rose Fulbright US LLP serves as Underwriter's Counsel. The legal fees paid to Bond Counsel and Underwriter's Counsel are contingent upon the sale and delivery of the Bonds.

Legal Opinions

The City will furnish the Underwriter a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of the State, as recorded in the Bond Register of the Comptroller of Public Accounts of the State, to the effect that the Bonds are valid and binding special obligations of the City. The City will also furnish the legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding special obligations of the City under the Constitution and laws of the State. The legal opinion of Bond Counsel will further state that the Bonds, including principal of and interest thereon, are payable from and secured by a first lien on, security interest in and pledge of the Trust Estate. Bond Counsel will also provide a legal opinion to the effect that interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described above under the caption "TAX MATTERS," including the alternative minimum tax consequences for certain corporations. A copy of the opinion of Bond Counsel is attached hereto as "APPENDIX D — Form of Opinion of Bond Counsel."

Except as noted below, Bond Counsel did not take part in the preparation of the Limited Offering Memorandum, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Bonds herein under the captions or subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS SIMILARLY SECURED," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology," "Billing and Collection Services Agreement," and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (first paragraph only), "LEGAL MATTERS — 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 — FORM OF INDENTURE" and such firm is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Litigation — The City

At the time of delivery and payment for the Bonds, the City will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or overtly threatened against the City affecting the existence of the District, or seeking

to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof, in accordance with the Indenture, or the collection or application of Assessments securing the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Assessment Ordinance, the Bond Ordinance, the Indenture, any action of the City contemplated by any of the said documents, or the collection or application of the Pledged Revenues, or in any way contesting the completeness or accuracy of this Limited Offering Memorandum or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any documents relating to the Bonds.

Litigation — The Developer

At the time of delivery and payment for the Bonds, the Developer will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory body, public board or body pending, or, to the best knowledge of the Developer, threatened against or affecting the Developer or any of its affiliates wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Developer or its managing member, or would adversely affect (1) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Service and Assessment Plan, the Development and Authorized Improvements Agreement or the Financing and Reimbursement Agreement or otherwise described in this Limited Offering Memorandum or (2) the tax-exempt status of interest on the Bonds.

SUITABILITY FOR INVESTMENT

Investment in the Bonds poses certain economic risks. See "BONDHOLDERS' RISKS." The Bonds are not rated by any nationally recognized municipal securities rating service. No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. Additional information will be made available to each prospective investor, including the benefit of a site visit to the City and the opportunity to ask questions of the Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. See "BONDHOLDERS' RISKS — Bondholders' Remedies and Bankruptcy of Property Owners." Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by governmental immunity, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors and enacted before or after such delivery, and by general principles of equity that permit the exercise of judicial discretion.

NO RATING

No application for a rating on the Bonds has been made to any rating agency, nor is there any reason to believe that the City would have been successful in obtaining an investment grade rating for the Bonds had application been made.

CONTINUING DISCLOSURE

The City

Pursuant to Rule 15c2-12 of the SEC (the "Rule"), the City, the Administrator and UMB Bank, N.A., as dissemination agent (the "Dissemination Agent"), will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement of Issuer"), for the benefit of the Holders of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of Issuer, certain financial information and operating data relating to the City (collectively, the "City Reports"). The specific nature of the information to be

contained in the City Reports is set forth in "APPENDIX E-1 — Form of Disclosure Agreement of Issuer." Under certain circumstances, the failure of the City to comply with its obligations under the Disclosure Agreement of Issuer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of Issuer would allow the Holders of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The City has agreed to update information and to provide notices of certain specified events only as provided in the Disclosure Agreement of Issuer. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of Issuer. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of Issuer or from any statement made pursuant to the Disclosure Agreement of Issuer.

The City's Compliance with Prior Undertakings

During the last five years, the City has complied in all material respects with its continuing disclosure agreements made in accordance with the Rule, except as provided below.

The Developer

The Developer, the Administrator and the Dissemination Agent will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement of Developer"), for the benefit of the Holders of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of Developer, certain information regarding the Development and the Improvement Area #1 Projects (collectively, the "Developer Reports"). The specific nature of the information to be contained in the Developer Reports is set forth in "APPENDIX E-2 — Form of Disclosure Agreement of Developer." Under certain circumstances, the failure of the Developer or the Administrator to comply with its obligations under the Disclosure Agreement of Developer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of Developer would allow the Holders of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The Developer has agreed to provide (i) certain updated information to the Administrator, which consultant will prepare and provide such updated information in report form and (ii) notices of certain specified events, only as provided in the Disclosure Agreement of Developer. The Developer has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of Developer. The Developer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The Developer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of Developer or from any statement made pursuant to the Disclosure Agreement of Developer.

The Developer's Compliance with Prior Undertakings

The Developer has not previously entered into certain continuing disclosure agreements related to public securities.

UNDERWRITING

FMSbonds, Inc. (the "Underwriter") has agreed to purchase the Bonds from the City at a purchase price of $_____ (the par amount of the Bonds, less a reoffering discount of $_____ less an underwriting discount of $_____). The Underwriter's obligations are subject to certain conditions precedent and if obligated to purchase any of the Bonds the Underwriter will be obligated to purchase all of the Bonds. The Bonds may be offered and sold by the Underwriter at prices lower than the initial offering prices stated on the inside cover page hereof, and such initial offering prices may be changed from time to time by the Underwriter.

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE

The sale of the Bonds has not been registered under the Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of 1933 in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any other jurisdiction. The City assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

The PID Act and Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code, as amended) provide that the Bonds are negotiable instruments and investment securities governed by Chapter 8, Texas Business and Commerce Code, as amended, and are legal and authorized investments for insurance companies, fiduciaries, trustees, or for the sinking funds of municipalities or other political subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State, the PFIA requires that the Bonds be assigned a rating of at least "A" or its equivalent as to investment quality by a national rating agency. See "NO RATING" above. In addition, the PID Act and various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or more, and savings and loan associations. The Bonds are eligible to secure deposits to the extent of their market value. No review by the City has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states. No representation is made that the Bonds will be acceptable to public entities to secure their deposits or acceptable to such institutions for investment purposes.

The City made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes.

INVESTMENTS

The City invests its funds in investments authorized by State law in accordance with investment policies approved by the City Council. Both State law and the City's investment policies are subject to change.

Under State law, the City is authorized to make investments meeting the requirements of the PFIA, which currently include (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which is guaranteed or insured by or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, or the National Credit Union Share Insurance Fund or its successor; (8) interest-bearing banking deposits other than those described by clause (7) if (A) the funds invested in the banking deposits are invested through: (i) a broker with a main office or branch office in this state that the City selects from a list the governing body or designated investment committee of the City adopts as required by Section 2256.025, Texas Government Code; or (ii) a depository institution with a main office or branch office in this state that the City selects; (B) the broker or depository institution selected as described by (A) above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the City's account; (C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and (D) the City appoints as the City's custodian of the banking deposits issued for the City's account: (i) the depository institution selected as described by (A) above; (ii) an entity described by Section 2257.041(d), Texas Government Code; or (iii) a clearing broker dealer registered with the SEC and operating under SEC Rule 15c3-3; (9) (i) certificates of deposit or share certificates meeting the requirements of

the PFIA that are issued by an institution that has its main office or a branch office in the State and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or their respective successors, or are secured as to principal by obligations described in clauses (1) through (8) or in any other manner and provided for by law for City deposits, or (ii) certificates of deposits where (a) the funds are invested by the City through (A) a broker that has its main office or a branch office in the State and is selected from a list adopted by the City as required by law, or (B) a depository institution that has its main office or branch office in the State that is selected by the City, (b) the broker or the depository institution selected by the City arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City, (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States, and (d) the City appoints the depository institution selected under (a) above, a custodian as described by Section 2257.041(d) of the Texas Government Code, or a clearing broker-dealer registered with the SEC and operating pursuant to SEC Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the City with respect to the certificates of deposit; (10) fully collateralized repurchase agreements that have a defined termination date, are secured by a combination of cash and obligations described in clause (1) above or clause (12) below, require the securities being purchased by the City or cash held by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) certain bankers' acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least "A-1" or "P-1" or the equivalent by at least one nationally recognized credit rating agency; (12) commercial paper with a stated maturity of 365 days or less that is rated at least "A-1" or "P-1" or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank; (13) no-load money market mutual funds registered with and regulated by the United States SEC that provide the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940 and that comply with federal SEC Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and (14) no-load mutual funds registered with the SEC that have an average weighted maturity of less than two years, and either (a) a duration of one year or more and invest exclusively in obligations described in under this heading, or (b) a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities, other than the prohibited obligations described below, in an amount at least equal to the amount of bond proceeds invested under such contract and are pledged to the City and deposited with the City or a third party selected and approved by the City.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than "AAA" or "AAAm" or an equivalent by at least one nationally recognized rating service. The City may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance, or resolution. The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than ten (10) years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Political subdivisions such as the City are authorized to implement securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (8) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than "A" or its equivalent or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (12) through (14) above, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City's name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less.

Under State law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that include a list of authorized investments for City funds, the maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each fund's investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under State law, the City's investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment considering the probable safety of capital and the probable income to be derived." At least quarterly the City's investment officers must submit an investment report to the City Council detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, the ending market value and the fully accrued interest for the reporting period of each pooled fund group, (4) the book value and market value of each separately listed asset at the end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategies and (b) State law. No person may invest City funds without express written authority from the City Council.

Under State law, the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt by written instrument a rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment strategies and records any changes made to either its investment policy or investment strategy in the respective rule, order, ordinance or resolution; (3) require any investment officers with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (4) require the qualified representative of firms offering to engage in an investment transaction with the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business organization that are not authorized by the City's investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio, requires an interpretation of subjective investment standards or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority), and (c) deliver a written statement in a form acceptable to the City and the business organization attesting to these requirements; (5) in conjunction with its annual financial audit, perform a compliance audit of the management controls on investments and adherence to the City's investment policy; (6) provide specific investment training for the Treasurer, chief financial officer and investment officers; (7) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse purchase agreement; (8) restrict the investment in no-load mutual funds in the aggregate to no more than 15% of the City's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; and (10) at least annually review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

INFORMATION RELATING TO THE TRUSTEE

The City has appointed UMB Bank, N.A., a national banking association organized under the laws of the United States, to serve as Trustee. The Trustee is to carry out those duties assignable to it under the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Limited Offering Memorandum and assumes no responsibility for the contents, accuracy, fairness or completeness of the information set forth in this Limited Offering Memorandum or for the recitals contained in the Indenture or the Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the City of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the

proceeds of such Bonds by the City. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, the technical or financial feasibility of the project, or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

Additional information about the Trustee may be found at its website at www.umb.com. Neither the information on the Trustee's website, nor any links from that website, is a part of this Limited Offering Memorandum, nor should any such information be relied upon to make investment decisions regarding the Bonds.

SOURCES OF INFORMATION

General

The information contained in this Limited Offering Memorandum has been obtained primarily from the City's records, the Developer and its representatives and other sources believed to be reliable. In accordance with its responsibilities under the federal securities law, the Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum or any sale hereunder will create any implication that there has been no change in the financial condition or operations of the City or the Developer described herein since the date hereof. This Limited Offering Memorandum contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions, ordinances, indentures and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

Developer

The information contained in this Limited Offering Memorandum relating to the description of the Developer, the Development and the Improvement Area #1 Projects generally and, in particular, the information included in the maps on pages ii, iii and iv herein and in the sections captioned "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), "LEGAL MATTERS — Litigation – The Developer," "CONTINUING DISCLOSURE — The Developer" and "— The Developer's Compliance with Prior Undertakings," "APPENDIX E-2" and "APPENDIX F" has been provided by the Developer, and the Developer warrants and represents that, to the Developer's knowledge after due inquiry, the information contained herein is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they were made, not misleading. At the time of delivery of the Bonds to the Underwriter, the Developer will deliver a certificate to this effect to the City and the Underwriter.

Experts

The information regarding the Service and Assessment Plan in this Limited Offering Memorandum has been provided by the Administrator and has been included in reliance upon the authority of such firm as experts in the field of assessment allocation/methodology and district administration.

The information regarding the Appraisal in this Limited Offering Memorandum has been provided by the Appraiser and has been included in reliance upon the authority of such firm as experts in the field of the appraisal of real property. The Appraiser has consented to the inclusion of the Appraisal herein.

Updating of Limited Offering Memorandum

If, subsequent to the date of the Limited Offering Memorandum, the City learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Underwriter, of any adverse event which causes the Limited Offering Memorandum to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, the City will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the Limited Offering Memorandum satisfactory to the Underwriter; provided, however, that the obligation of the City to so amend or supplement the Limited Offering Memorandum will terminate when the City delivers the Bonds to the Underwriter, unless the Underwriter notifies the City on or before such date that less than all of the Bonds have been sold to ultimate customers; in which case the City's obligations hereunder will extend for an additional period of time (but not more than ninety (90) days after the date the City delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "anticipate," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED HEREIN TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

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AUTHORIZATION AND APPROVAL

The City Council has approved by resolution the form and content of this Preliminary Limited Offering Memorandum and has authorized this Preliminary Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds.

CITY OF GEORGETOWN, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

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APPENDIX A

GENERAL INFORMATION REGARDING THE CITY AND SURROUNDING AREA

The following information has been provided for informational purposes only.

Historical Employment in the City (Average Annual)

	Average Annual				
	2025[1]	2024	2023	2022	2022
Civilian Labor Force	47,059	46,154	44,681	39,508	39,508
Total Employed	45,247	44,254	42,923	38,012	38,012
Total Unemployed	1,812	1,900	1,758	1,496	1,496
Unemployment Rate	3.9%	4.1%	3.9%	3.8%	3.8%

[1] Data through December 2025.
Source: Texas Labor Market Information

Major Employers in the City

The top ten employers in the City are set forth in the table below.

Employer	Employees
Georgetown ISD	2,000
Williamson County Govt	1,937
City of Georgetown	992
ZT Systems	525
St. David's Hospital	516
Airborn, Inc.	505
Southwestern University	479
Rock Springs Hospital	257
Chatsworth Products Georgetown	254
Costco	244

Source: The City's 2025 CAFR.

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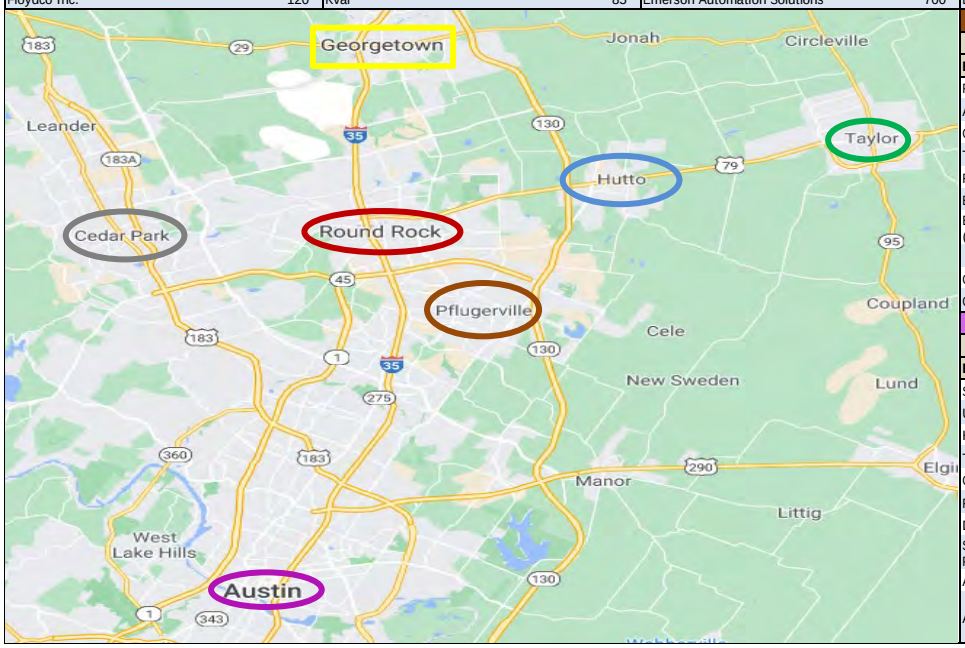
Regional Employers

The major employers of municipalities surrounding the City are set forth in the table below.

City of Taylor, TX		City of Hutto, TX		City of Round Rock, TX		City of Cedar Park, TX	
Approximately 20 Miles from Georgetown		Approximately 13 Miles from Georgetown		Approximately 10 Miles from Georgetown		Approximately 17 Miles from Georgetown	
Employer	**Employees**	**Employer**	**Employees**	**Employer**	**Employees**	**Employer**	**Employees**
ERCOT	600	Hutto ISD	1,612	Dell Inc.	10,000	Leander ISD	5,277
Taylor ISD	500	Paradigm Manufacturing	251	Round Rock ISD	6,236	Cedar Park Regional Medical Center	786
Durcon Inc.	400	City of Hutto	203	Kalahari Resorts & Conventions	1,830	Firefly Aerospace	750
E.R. Carpenter Co	200	Cover Auto – Hutto	201	City of Round Rock	1,204	City of Cedar Park	591
Baylor Scott & White	180	Home Depot	173	Airco Mechanical	1,197	PEC	490
Corrections Corp of America	160	SEOYON E-HWA TEXAS	158	Baylor Scott & White Healthcare	1,000	ETS-Lindgren	330
HEB	160	BryComm	140	UPS	914	CoreSlab Structures	286
City of Taylor	150	Lowe's	125	St. David's Round Rock Medical Center	846	National Oilwell Varco	230
Wal-Mart	125	Hooky Entertainment	118	Ascension Seton Medical Center Williamson	708	Texas Concrete, Texas Materials & Wheeler	180
Floydco Inc.	120	Kval	85	Emerson Automation Solutions	700	Builders FirstSource	180



City of Pflugerville, TX	
Approximately 14 Miles from Georgetown	
Employer	**Employees**
Pflugerville ISD	3,675
Amazon	2,600
City of Pflugerville	532
Typhoon Texas	505
Rosendin	500
ESD	338
Baylor Scott & White (Pflugerville)	281
Fedex Ground	227
Costco Wholesale	200
Cash Construction	190

City of Austin, TX	
Approximately 26 Miles from Georgetown	
Employer	**Employees**
State Government	41,620
University of Texas at Austin	32,369
HEB	27,271
Tesla, Inc.	21,191
City of Austin	16,403
Federal Government	16,100
Dell Computer Corporation	13,000
St David's Healthcare Partnership	12,639
Ascension Seton	12,635
Amazon.com	11,000

Source: The individual City's 2025 CAFR.

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APPENDIX B

FORM OF INDENTURE

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 [_____], 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 [_____], 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 [_____], 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 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	REGISTERED
NO. _____	State of Texas	$_____

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 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 Trustee, 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 [_____], CUSIP No. [_____], 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. 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, that 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, or to deliver any notice 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 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.

(f) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any events or information, default or Event of Default unless the Trustee has actual knowledge thereof or shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Holders of at least Quarter in Interest of the Bonds Similarly Secured at that time. The Trustee may assume conclusively that there is no Event of Default, except as noted above.

(g) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture, and final payment of the Bonds Similarly Secured.

(h) The permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and, with respect to such permissive rights, the Trustee shall not be answerable for other than its negligence or willful misconduct.

(i) The Trustee may act through attorneys or agents and shall not be responsible for the acts or omissions of any such attorney or agent appointed with due care.

(j) Neither the Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the City, the 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 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 fees, expense, and indemnification shall survive the release, discharge, and satisfaction of the Indenture.

Section 9.7. **Permitted Acts.**

The Trustee and its directors, officers, employees, or agents may become the 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: _____

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.

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)

City Signature Page to Indenture of Trust

UMB Bank, N.A.,
as Trustee

By: _____
Authorized Officer

Trustee Signature Page to Indenture of Trust

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APPENDIX C

FORM OF 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

Jonathan O. Nobles
Registered Professional Land Surveyor No. 5777

Date

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

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

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

STATE OF TEXAS
JOE BEN EARLY JR.
6016
LAND SURVEYOR

EXHIBIT B-1 – DISTRICT BOUNDARY MAP

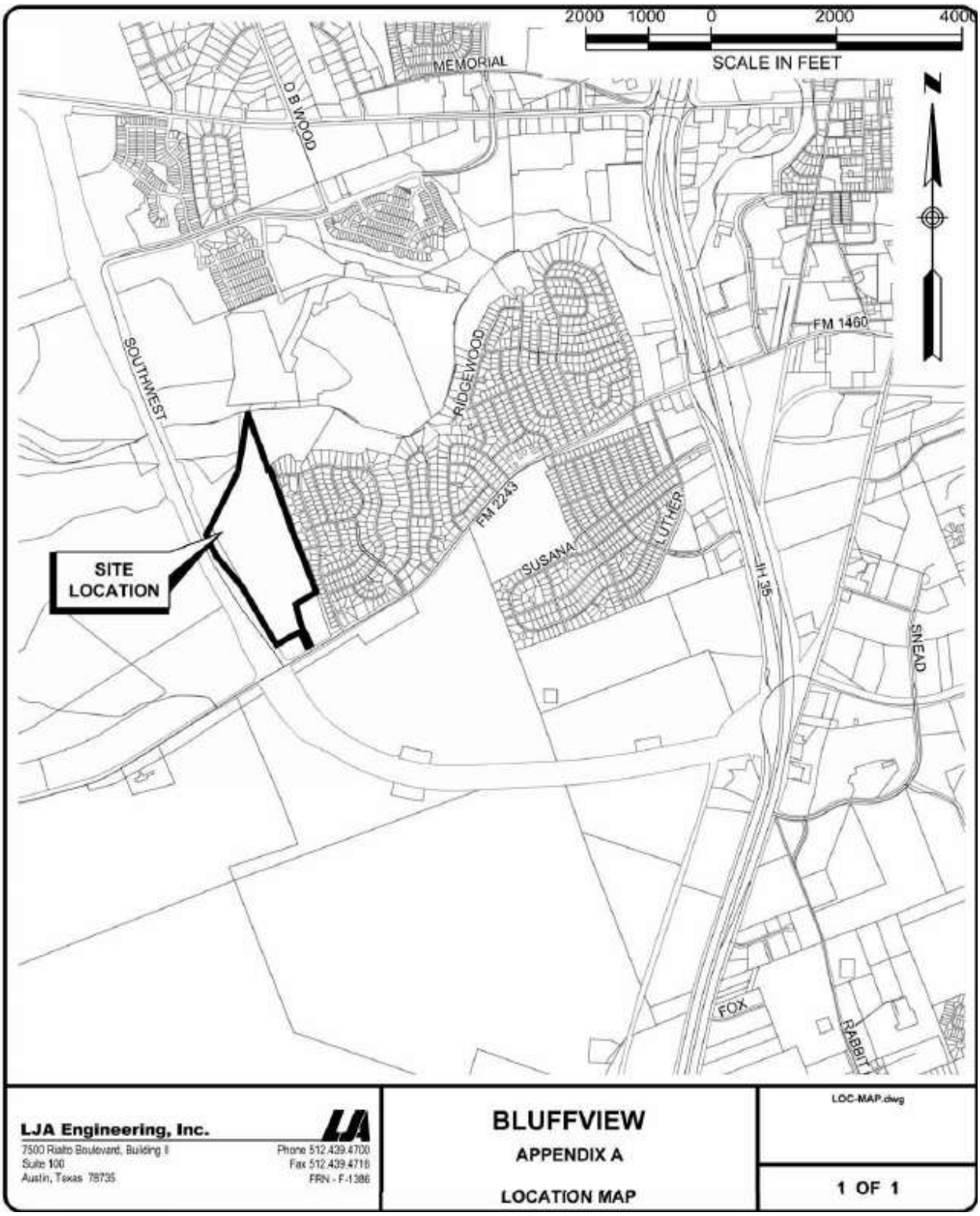


EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

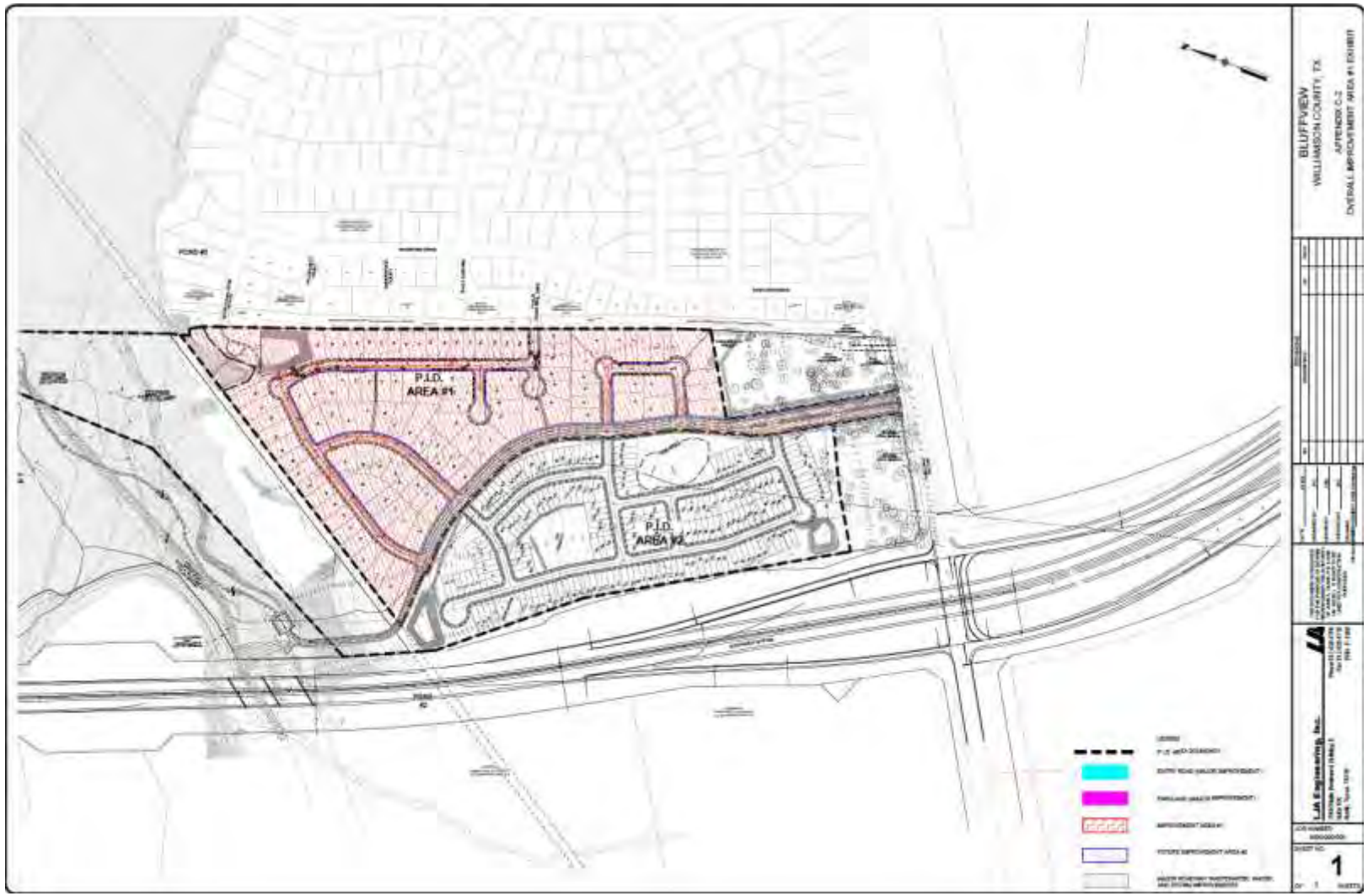


EXHIBIT C-1 – AUTHORIZED IMPROVEMENTS

	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.

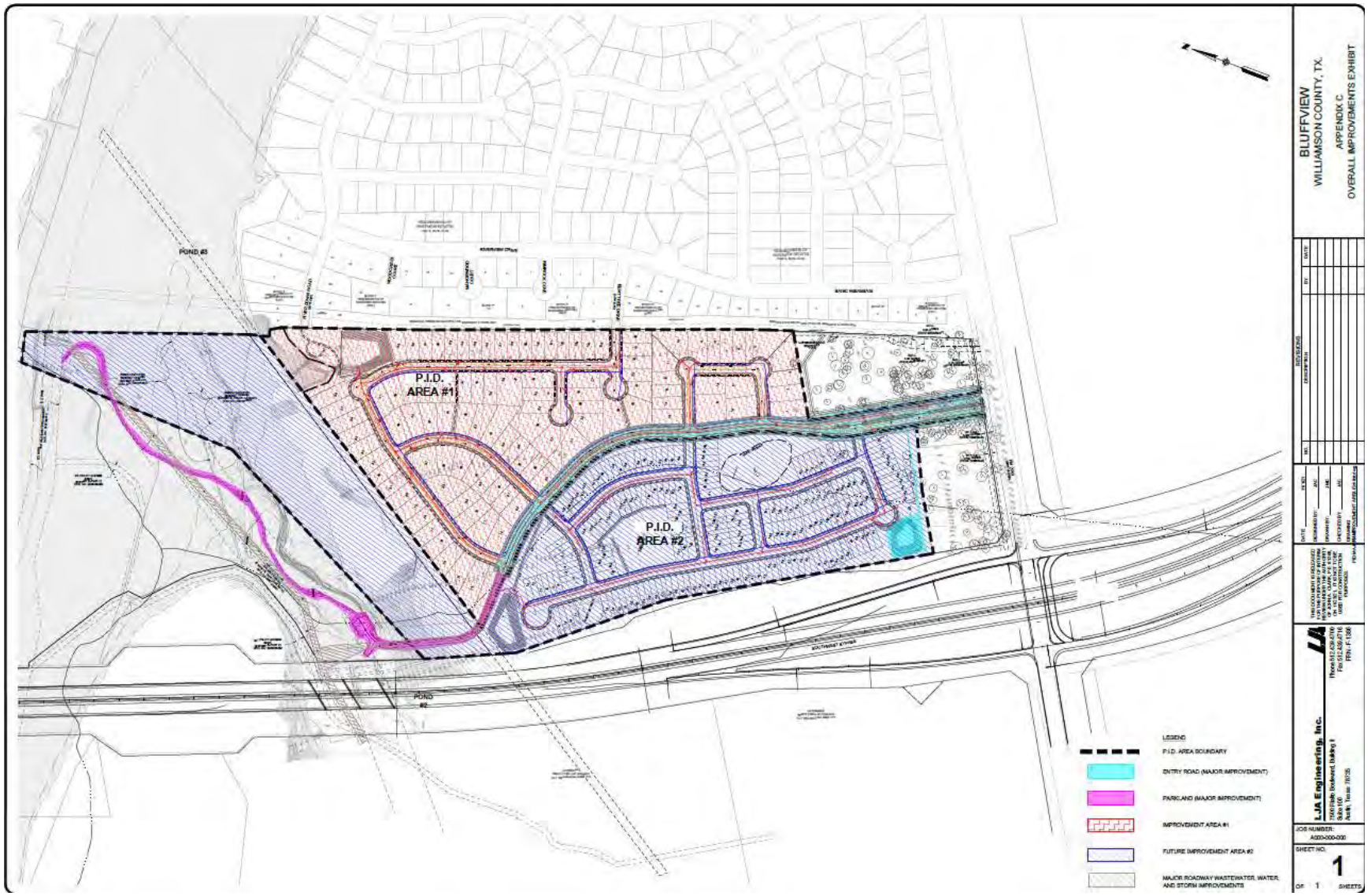
EXHIBIT H – MAXIMUM ASSESSMENT PER LOT TYPE

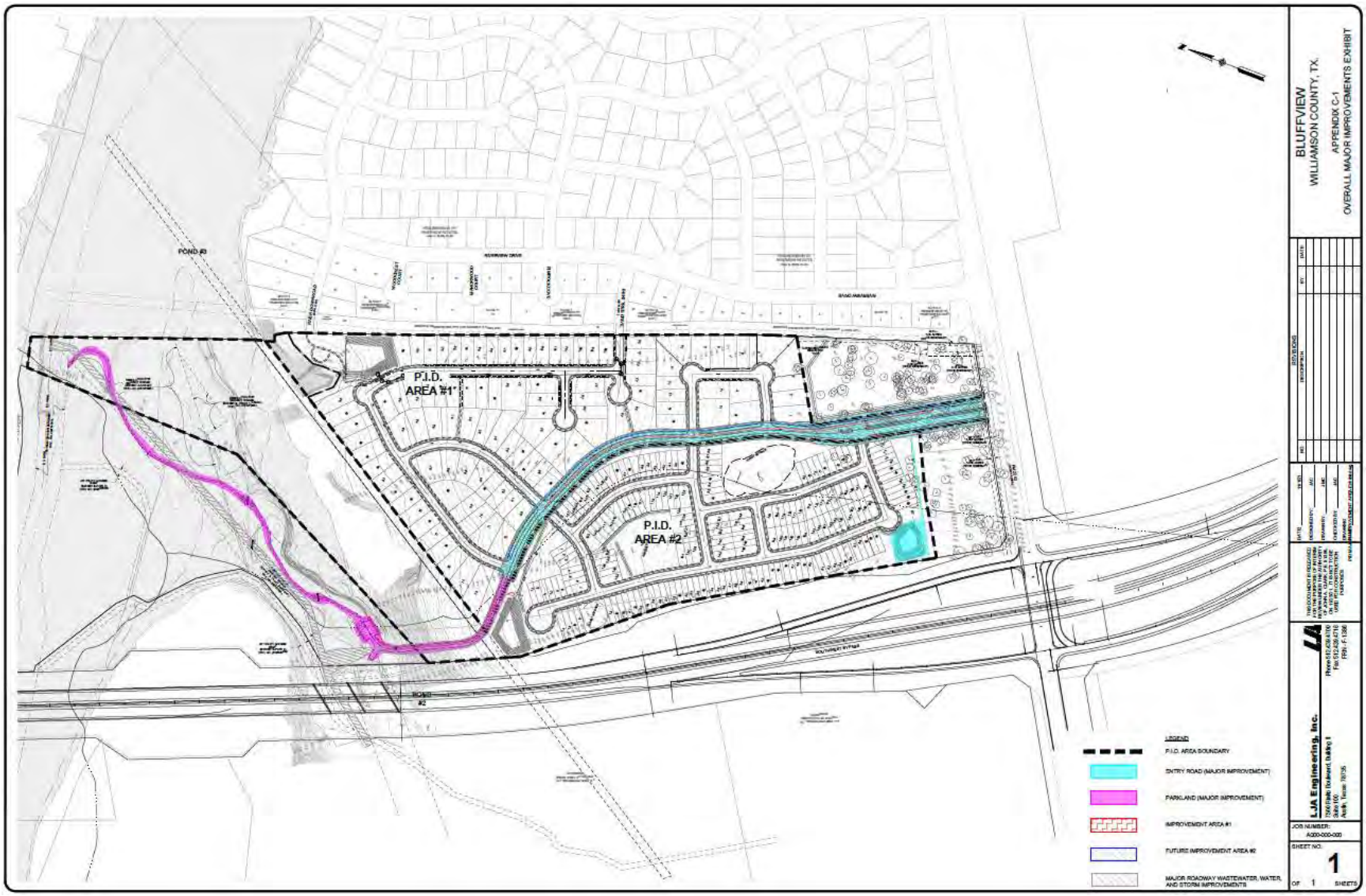
Lot Type	Units[a]	Estimated Buildout Value[a]		Assessment		Average Annual Installment		Gross PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	
Improvement Area #1								
Lot Type 1	65	$ 660,000	$ 42,900,000	$ 39,098.11	$ 2,541,377	$ 3,625.09	$ 235,631	$ 0.5493
Lot Type 2	24	790,000	18,960,000	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**

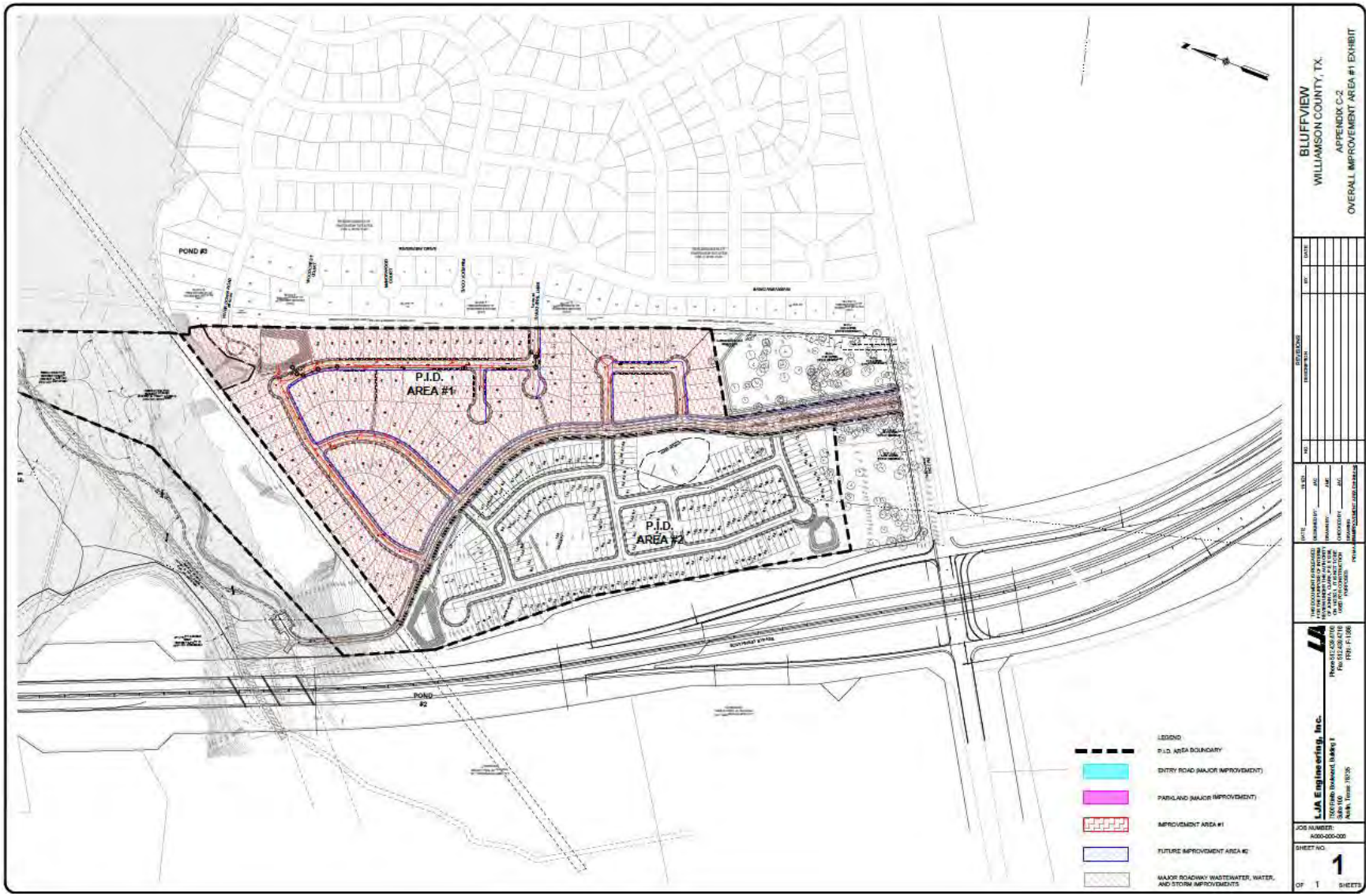
Footnotes:

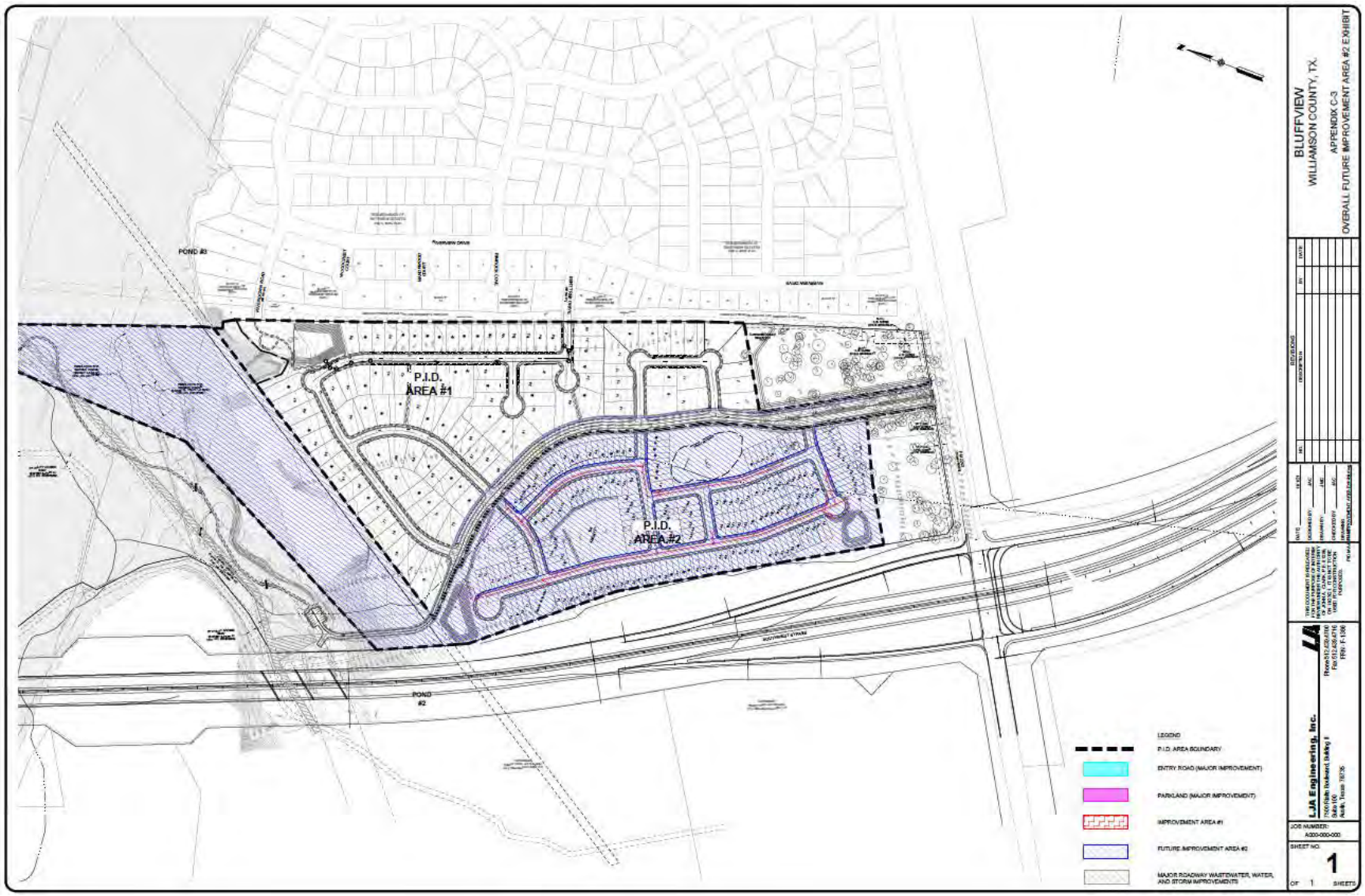
[a] As provided in the Developer model dated 12/15/2025.

EXHIBIT I – MAPS OF AUTHORIZED IMPROVEMENTS

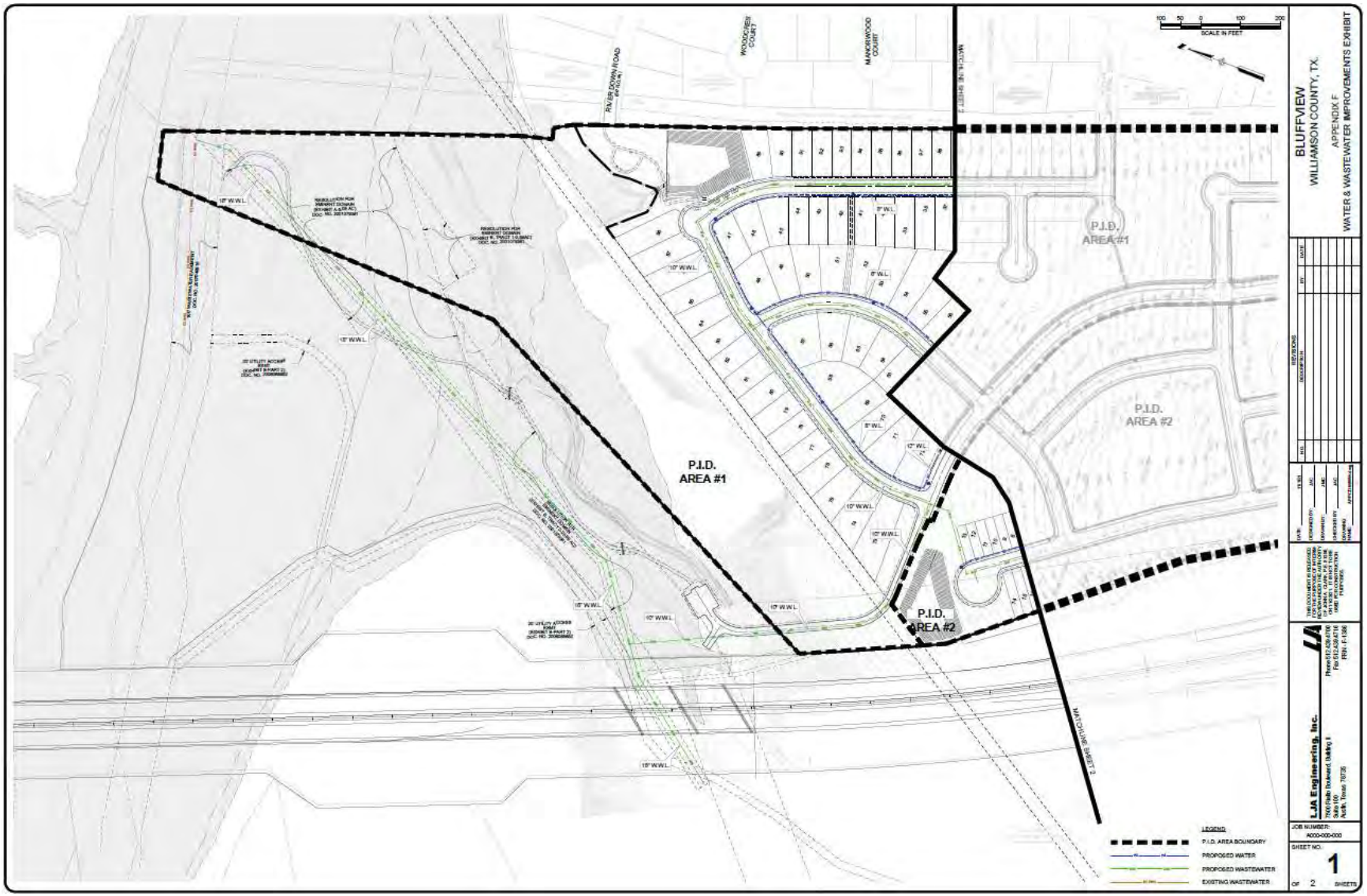


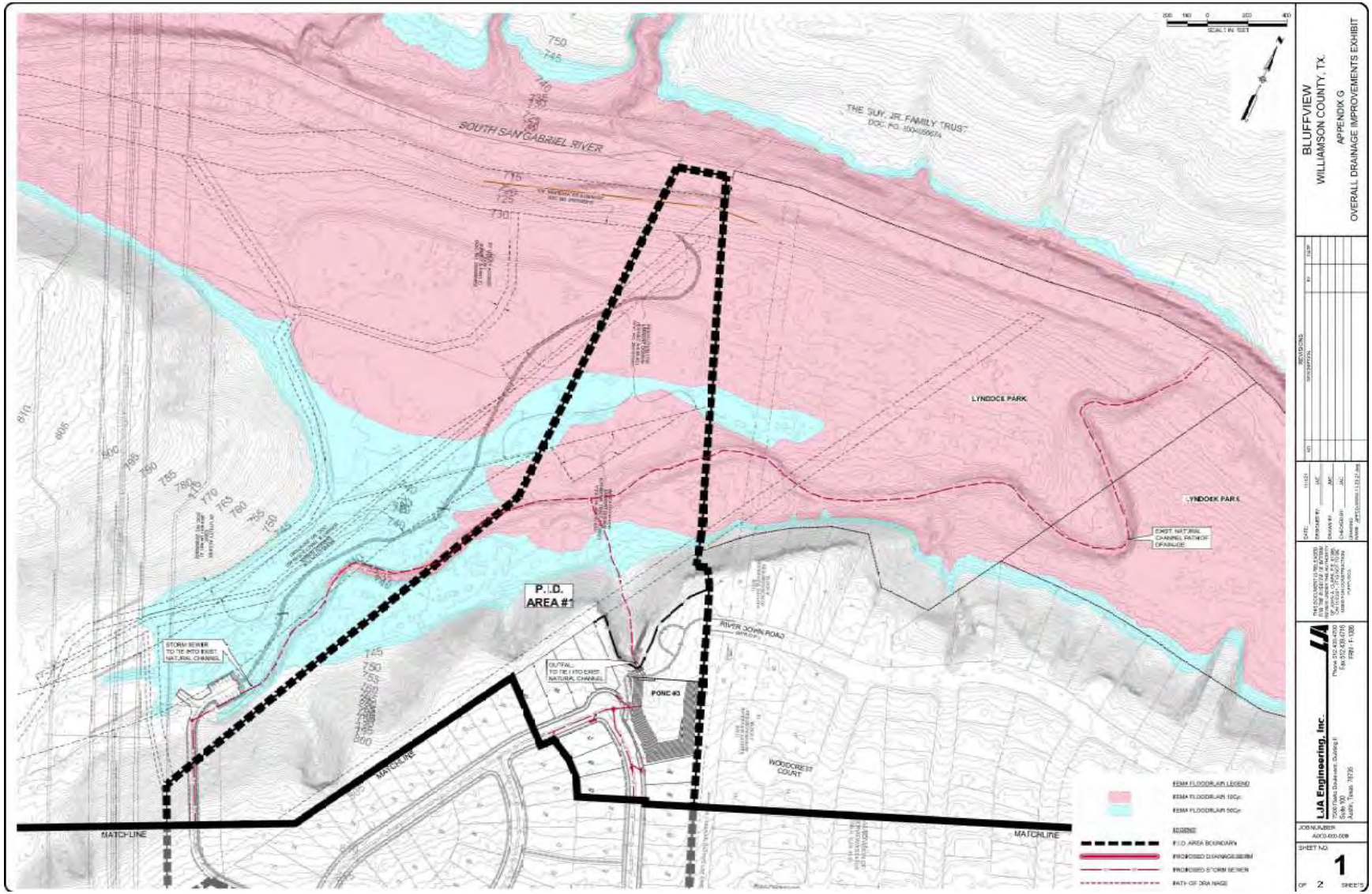

P.I.D.
AREA #1
P.I.D.
AREA #2
POND #3
POND #2
LEGEND
P.I.D. AREA BOUNDARY
ENTRY ROAD (MAJOR IMPROVEMENT)
PARKLAND (MAJOR IMPROVEMENT)
IMPROVEMENT AREA #1
FUTURE IMPROVEMENT AREA #2
MAJOR ROADWAY WASTEWATER, WATER, AND STORM IMPROVEMENTS
BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C-1
OVERALL MAJOR IMPROVEMENTS EXHIBIT
L.J.A. 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
L.J.A. 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
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 E
OVERALL PARK IMPROVEMENTS EXHIBIT
SCALE IN FEET
P.I.D. AREA #1
P.I.D. AREA #2
BLUFFVIEW NATURAL AREA PARKING
PARK BENCHES
5' CONCRETE TRAIL
ROD IRON FENCE
LOW WATER CROSSING
10' SHARED USE CONCRETE PATH
5' CONCRETE SIDEWALK
PARK ACCESS DRIVE
PARK TRAILHEAD PARKING
LEGEND
P.I.D. AREA BOUNDARY
PARK
PROPOSED SIDEWALK / CONCRETE PATH
PROPOSED PARK CONCRETE PATH / TRAIL
PROPOSED FENCING (ROD IRON)
LJA Engineering, Inc.
JOB NUMBER:
A000-000-000
SHEET NO.
1
OF 1 SHEETS


BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX F
WATER & WASTEWATER IMPROVEMENTS EXHIBIT
SCALE IN FEET
P.I.D. AREA #1
P.I.D. AREA #2
RIVERDOWN ROAD
WOODCREST COURT
MANORWOOD COURT
LEGEND
P.I.D. AREA BOUNDARY
PROPOSED WATER
PROPOSED WASTEWATER
EXISTING WASTEWATER
L.J.A Engineering, Inc.
JOB NUMBER:
SHEET NO.
1
OF 2 SHEETS


BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX G
OVERALL DRAINAGE IMPROVEMENTS EXHIBIT
SOUTH SAN GABRIEL RIVER
THE SUY, JR. FAMILY TRUST
LYNDOCK PARK
P.I.D. AREA #1
POND #3
RIVER JOHN ROAD
WOODCREST COURT
MATCHLINE
STORM SEWER TO TIE INTO EXIST. NATURAL CHANNEL
OUTFALL TO TIE INTO EXIST. NATURAL CHANNEL
EXIST. NATURAL CHANNEL PATH OF DRAINAGE
FEMA FLOODPLAIN LEGEND
LEGEND
P.I.D. AREA BOUNDARY
PROPOSED DRAINAGE BERM
PROPOSED STORM SEWER
PATH OF DRAINAGE
L.J.A. Engineering, Inc.
JOB NUMBER
SHEET NO.
1
OF 2 SHEETS

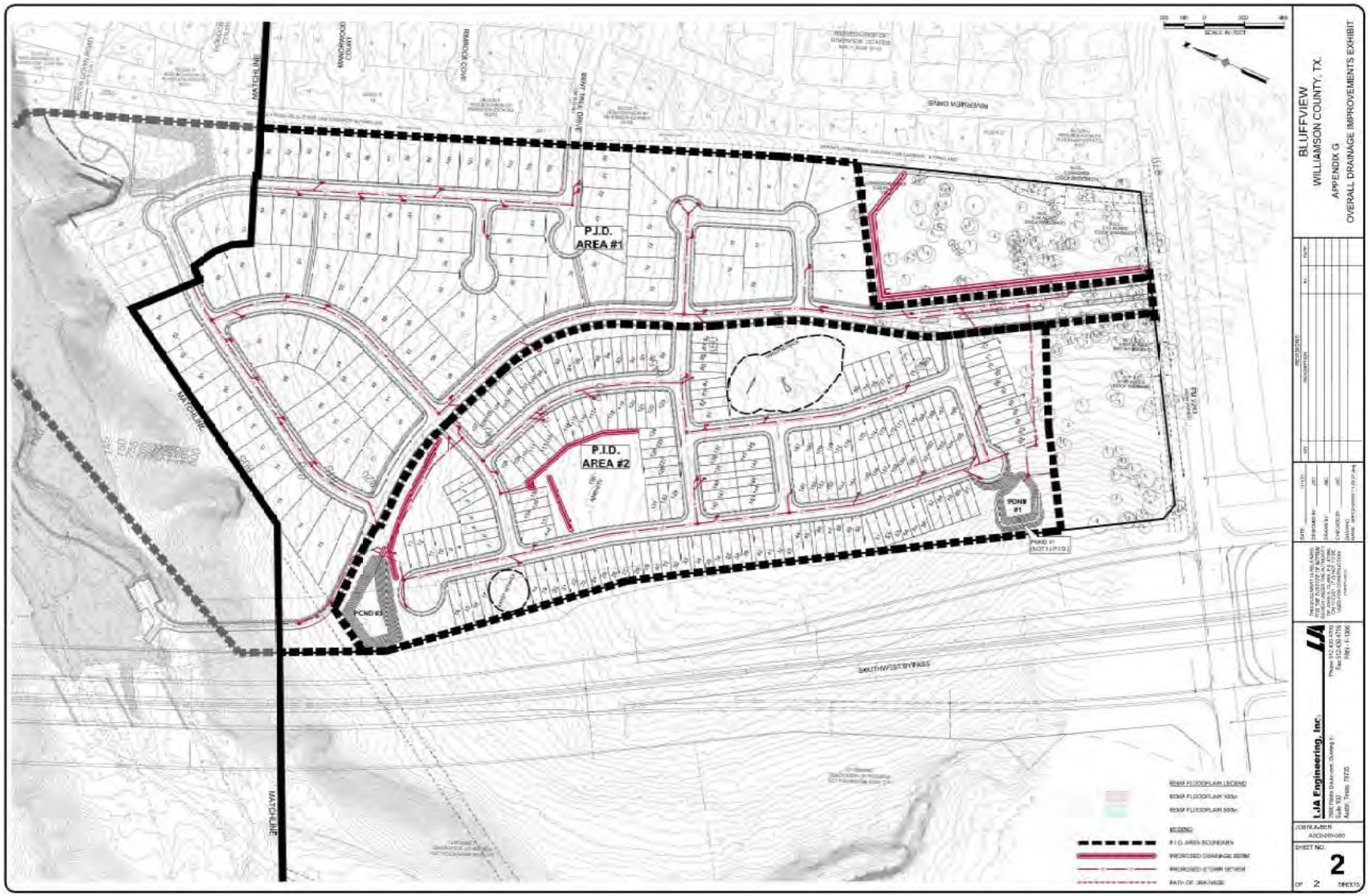

BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX G
OVERALL DRAINAGE IMPROVEMENTS EXHIBIT
P.I.D. AREA #1
P.I.D. AREA #2
POND #1
POND #2
POND #3
MATCHLINE
MANGRWOOD COURT
RAMROCK COVE
SOUTHWEST BYPASS
L.J.A. Engineering, Inc.
JOB NUMBER
SHEET NO.
2
OF 2 SHEETS

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:

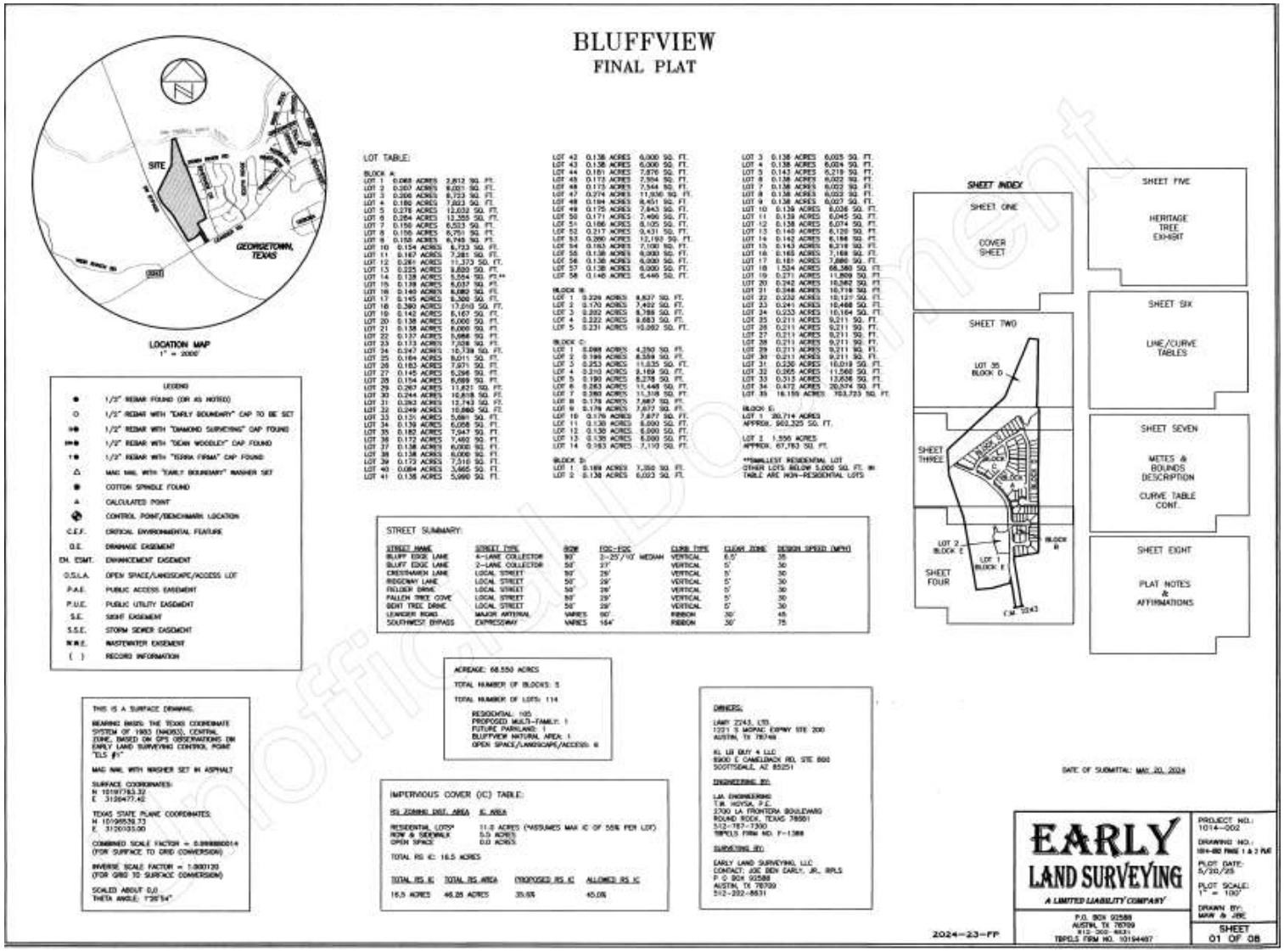
_____
[Secretary Name], City Secretary

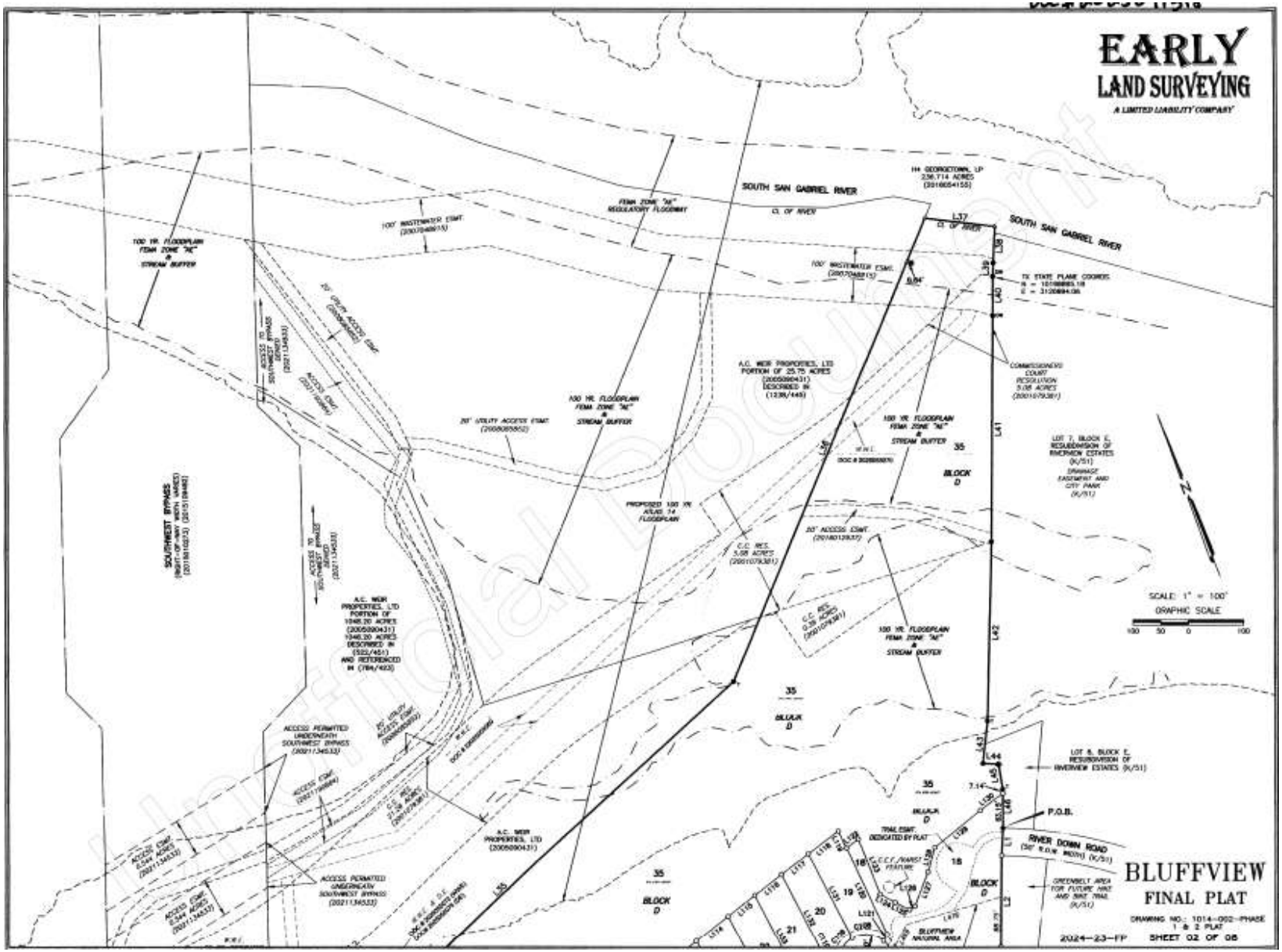
STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

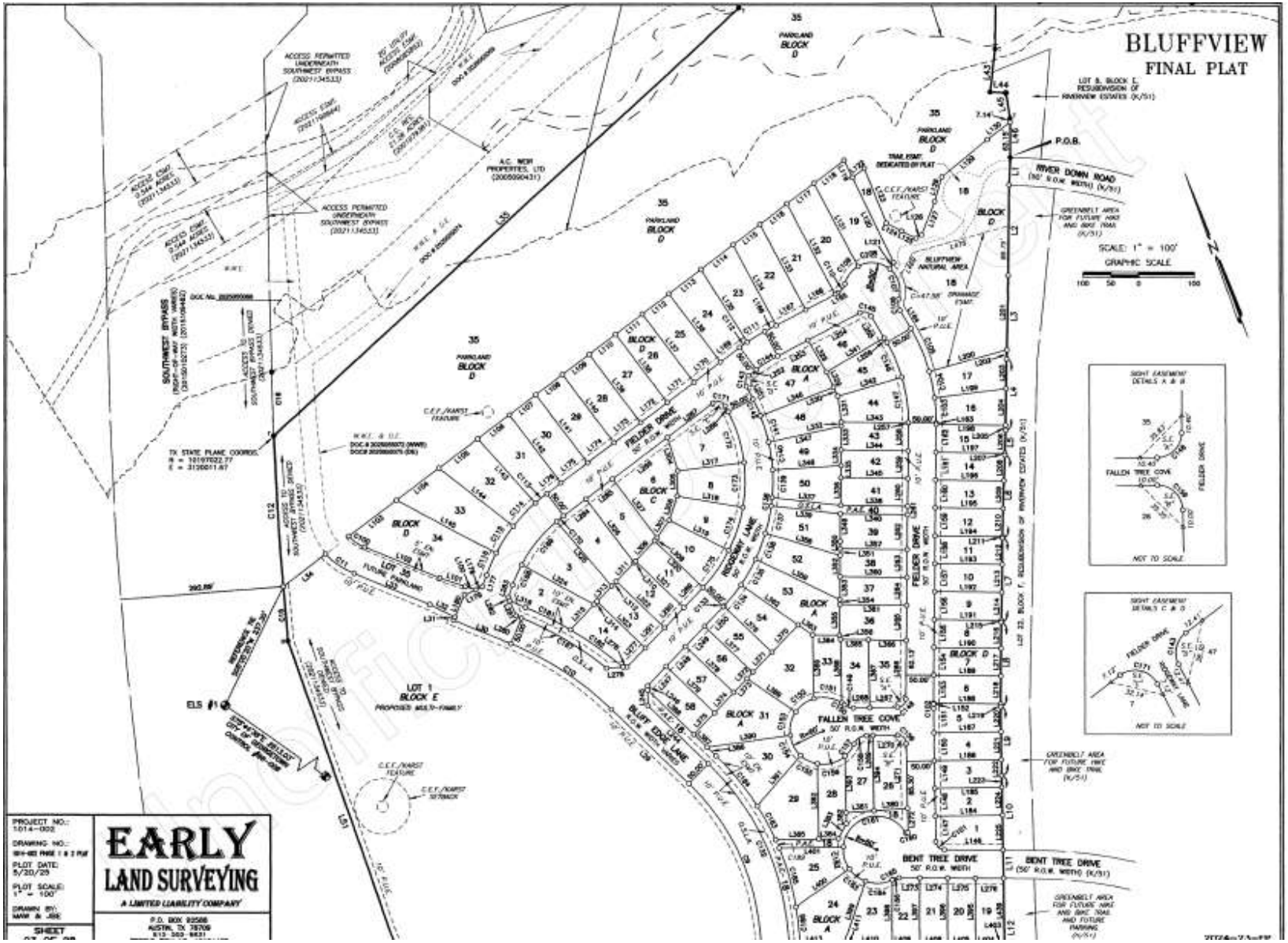
This instrument was acknowledged before me on the ____ day of _____, 20__, by [City Official Name], City Official Title for the City of Georgetown, Texas, on behalf of said municipality.

_____
Notary Public, State of Texas

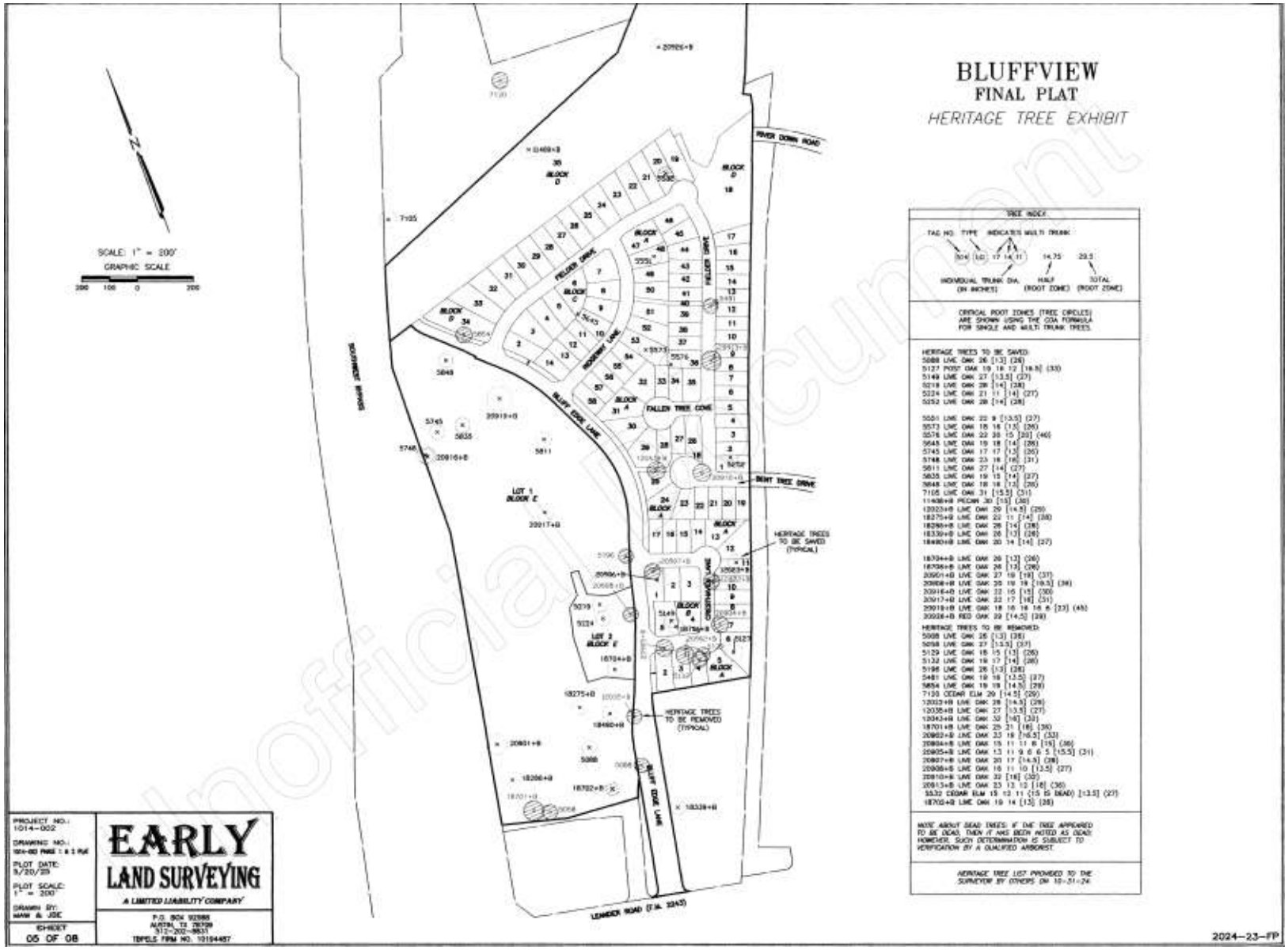
EXHIBIT L – BLUFFVIEW FINAL PLAT




EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY
SOUTH SAN GABRIEL RIVER
SOUTHWEST BYPASS
BLOCK D
SCALE: 1" = 100'
GRAPHIC SCALE
P.O.B.
RIVER DOWN ROAD
BLUFFVIEW
FINAL PLAT
DRAWING NO.: 1014-002-PHASE 1 & 2 PLAT
2024-23-FP
SHEET 02 OF 06


BLUFFVIEW
FINAL PLAT
SCALE: 1" = 100'
GRAPHIC SCALE
P.O.B.
RIVER DOWN ROAD
FIELDER DRIVE
FALLEN TREE COVE
BENT TREE DRIVE
BLUFF EDGE LANE
RIDGEWAY LANE
SOUTHWEST BYPASS
PARKLAND
BLOCK D
BLOCK A
BLOCK C
BLOCK E
LOT 1
EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

BLUFFVIEW
FINAL PLAT
BENT TREE DRIVE
BLOCK A
BLOCK B
CRESTHAVEN LANE
LOT 1
BLOCK E
LOT 2
BLOCK E
SOUTHWEST BYPASS
BLUFF COVE LANE
LENNDER ROAD (F.M. 2243)
RIVERVIEW DRIVE
SCALE: 1" = 100'
GRAPHIC SCALE
EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY
SHEET
04 OF 08


BLUFFVIEW
FINAL PLAT
HERITAGE TREE EXHIBIT
SCALE: 1" = 200'
GRAPHIC SCALE
RIVER DOWN ROAD
BLUFF DOE LANE
FALLEN TREE DRIVE
FALLEN TREE COVE
HEIRT TREE DRIVE
HEIRTAGE TREES TO BE SAVED (TYPICAL)
HEIRTAGE TREES TO BE REMOVED (TYPICAL)
LENDER ROAD (F.M. 2243)
TREE INDEX
CRITICAL ROOT ZONES (TREE CIRCLES) ARE SHOWN USING THE COA FORMULA FOR SINGLE AND MULTI TRUNK TREES.
HERITAGE TREES TO BE SAVED:
HERITAGE TREES TO BE REMOVED:
NOTE ABOUT DEAD TREES: IF ONE TREE APPEARED TO BE DEAD, THEN IT WAS BEEN NOTED AS DEAD; HOWEVER, SUCH DETERMINATION IS SUBJECT TO VERIFICATION BY A QUALIFIED ARBORIST.
HERITAGE TREE LIST PROVIDED TO THE SURVEYOR BY OTHERS ON 10-31-24.
PROJECT NO.: 1014-002
PLOT DATE: 9/20/23
PLOT SCALE: 1" = 200'
DRAWN BY: MAW & JSC
SHEET 05 OF 08
EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY
TBPELS FIRM NO. 10194457
2024-23-FP
Unofficial Document

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S18°15'27"E	49.97'
L2	S20°23'07"E	161.74'
L3	S19°48'07"E	150.08'
L4	S20°04'17"E	127.72'
L5	S19°01'36"E	44.95'
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	S59°05'00"W	359.31'
L19	S24°40'44"E	29.42'
L20	S30°26'49"E	637.73'
L21	S59°32'27"W	130.07'
L22	S59°32'27"W	9.83'
L23	N30°28'49"W	406.56'
L24	N30°28'49"W	128.35'
L25	N18°49'53"W	93.61'
L26	N20°00'46"W	222.48'
L27	N28°03'54"W	101.49'
L28	N21°57'42"W	151.86'
L29	N67°12'03"W	193.08'
L30	N88°45'24"W	111.18'
L31	N01°14'36"E	5.99'
L32	N84°45'09"W	50.30'
L33	N88°45'24"W	147.01'
L34	S31°49'39"W	96.11'
L35	N26°29'53"E	1134.99'
L36	N01°28'00"E	911.03'
L37	N75°35'37"E	127.88'
L38	S18°53'43"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	325.99'
L43	S14°40'14"E	77.23'
L44	N72°02'33"E	28.27'
L45	S30°30'57"E	46.31'
L46	S20°59'57"E	70.29'
L47	S57°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	N60°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	S49°10'51"E	168.49'
L132	S49°10'51"E	183.55'
L133	S49°10'51"E	173.84'
L134	S49°10'51"E	163.73'
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	S83°08'49"E	202.87'
L146	S89°05'26"W	105.68'
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'
L152	N29°23'23"W	1.93'
L153	N29°23'23"W	50.00'
L154	N29°23'23"W	50.00'
L155	N29°23'23"W	50.00'
L156	N29°23'23"W	50.00'
L157	N29°23'23"W	50.00'
L158	N29°23'23"W	50.00'
L159	N29°23'23"W	50.00'
L160	N29°23'23"W	50.00'
L161	N29°23'23"W	50.00'
L162	N29°23'23"W	50.00'
L163	N29°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'
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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	S00°46'25"E	21.79'
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	120.45'
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	122.58'
L197	S69°36'37"W	123.79'
L198	S69°36'37"W	124.62'
L199	S61°40'06"W	129.54'
L200	S53°14'06"W	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	N22°15'49"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	N88°10'21"W	25.77'
L252	N31°49'39"E	17.63'
L253	N41°13'00"E	61.17'
L254	N41°13'00"E	105.90'
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	103.41'
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°31'44"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	N88°45'24"W	10.16'
L281	N44°45'55"W	28.80'
L282	N44°45'55"W	7.18'
L283	N00°46'25"W	23.55'
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°57'08"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	11.79'
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	N76°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	S39°49'29"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	119.42'
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	N56°30'15"E	133.92'
L348	N65°19'40"E	123.21'
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	N80°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	34.34'
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	136.28'
L395	S20°54'34"E	120.00'
L396	S20°54'34"E	120.00'
L397	S20°54'34"E	120.00'
L398	S20°54'34"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	36.89'
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	23.39'
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	120.29'
L417	S21°57'42"E	64.55'
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°36'53"W	123.85'
L438	N21°36'53"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	16.35'
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	S59°05'00"W	151.49'
L453	S59°05'00"W	80.08'
L454	S59°05'00"W	64.80'
L455	S59°05'00"W	82.82'
L456	S59°05'00"W	20.12'
L457	N85°00'46"W	7.07'
L458	S74°13'28"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°24'48"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°28'11"E	35.35'
C3	25.00'	11°20'32"	4.95'	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"	74.68'	N23°39'21"W	74.50'
C6	500.00'	3°10'53"	27.76'	N16°25'20"W	27.76'
C7	475.00'	8°03'08"	66.76'	N24°02'20"W	66.70'
C8	525.00'	6°06'13"	55.92'	N25°00'48"W	55.90'
C9	420.00'	45°14'21"	331.52'	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'
C13	6870.00'	0°48'55"	97.75'	N26°01'43"W	97.75'
C14	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°23'51"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°28'00"	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'	67°56'54"	59.30'	N37°29'07"W	55.88'
C108	50.00'	89°15'26"	80.44'	S73°54'43"W	58.53'
C109	50.00'	46°10'22"	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°59'46"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'	N76°30'05"W	42.24'
C118	325.00'	4°33'03"	25.81'	N87°42'42"E	25.81'
C119	325.00'	3°26'58"	19.57'	N83°42'42"E	19.56'
C120	25.00'	48°11'23"	21.03'	N86°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°38'58"	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	37.89'
C129	50.00'	50°38'30"	44.19'	S88°11'55"W	42.77'
C130	50.00'	43°00'56"	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'	N32°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'	N48°14'45"W	33.19'
C143	15.00'	80°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 92588
AUSTIN, TX 78709
512-292-9531
TBPELS FIRM NO. 10194487

PROJECT NO.: 1014-002
DRAWING NO.: 014-002 PAGE 1 & 2 PLAT
PLOT DATE: 5/20/25
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 68.080 ACRE TRACT CONVEYED TO LANY 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 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 9, Block E, of said Resubdivision of Riverview Estates;

THENCE South 15°15'33" 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 20°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°54'34" 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 southeast 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 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°46'52" 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°00'07" 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 88.88 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°55'00" 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 451 of the Deed Records of Williamson County, Texas, a distance of 359.31 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 26.42 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 28.16 feet, and a chord which bears South 27°34'47" East, a distance of 28.15 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°28'11" East, a distance of 35.28 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 130.87 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 9.93 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 southeast 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°35'52" 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°33'29", 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 68.080 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 northeastmost corner of the said 0.774 acre tract;

THENCE with the northeast line of the said 0.774 acre tract, and crossing the said 68.080 acre tract, the following two (2) courses and distances:
1. South 50°23'43" 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 southeast line of the said 68.080 acre tract, being also the easternmost corner of the said 0.774 acre tract;

THENCE With the northeast right-of-way line of Southwest Bypass, and the southeast line of the said 68.080 acre tract, the following five (5) courses and distances:
1. North 39°40'31" West, a distance of 360.06 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 629.23 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 28°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 westernmost 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 90°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°28'00" East, passing a cotton spindle found at a distance of 826.43 feet and 0.84 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. 2010054105 of the Official Public Records of Williamson County, Texas;

THENCE North 75°35'37" 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 northeastmost corner of the said 68.080 acre tract;

THENCE with the northeast line of the said 68.080 acre tract, and the southeast 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 5088" cap found;
3. South 20°42'13" East, a distance of 71.61 feet to a 1/2" rebar with "Dean Woodley RPLS 5088" 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 225.98 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°02'33" East, a distance of 26.27 feet to a cotton spindle found;
8. South 30°35'57" East, a distance of 48.31 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'	S86°06'26"W	17.15'
C150	60.00'	5°41'32"	5.96'	N74°40'46"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°56'45"	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'	69°41'03"	28.86'	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'	S53°35'35"W	3.87'
C161	60.00'	145°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'	37°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'	16°54'47"	81.18'	S19°39'05"E	80.88'
C174	275.00'	16°56'03"	81.28'	S02°43'40"E	80.98'
C175	275.00'	16°56'03"	81.28'	S14°12'24"W	80.98'
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'	S86°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	490.00'	8°02'32"	68.78'	N49°26'18"W	68.72'
C184	490.00'	13°44'29"	117.52'	N60°19'48"W	117.24'
C185	490.00'	12°47'31"	109.40'	S37°07'21"E	109.17'
C186	490.00'	7°57'24"	68.05'	S26°44'54"E	67.99'
C187	490.00'	0°48'30"	6.91'	S22°21'57"E	6.91'
C188	545.00'	8°01'59"	76.41'	N24°01'45"W	76.35'
C189	490.00'	1°53'56"	16.24'	N44°25'05"W	16.24'
C190	490.00'	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 92068
AUSTIN, TX 78709
512-202-6631
TBPELS FIRM NO. 10194487

PROJECT NO.: 1014-002
DRAWING NO.: 1014-002 PAGE 1 & 2 FLAT
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. SHEMERAL AUTHORIZED AGENT OF LAMY 2243, LTD., OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORD IN DOCUMENT NO. 2013025052 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, _____ AUTHORIZED AGENT OF KL LB BUY 4, LLC., OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORD IN DOCUMENT NO. 2024082865 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 300
AUSTIN, TX 78746

BY: BLUFFVIEW 2021 GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER
BY: _____
JEREMY L. SHEMERAL, MANAGER

KL LB BUY 4 LLC, A DELAWARE LIMITED LIABILITY COMPANY
8900 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. SHEMERAL, 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 Rivera
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 KL LB BUY 4 LLC, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 625441
MY COMMISSION EXPIRES 08-08-26
COUNTY OF Maricopa
THE STATE OF Arizona

JULIE GILLETT
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 625441
Expires August 08, 2026

Sofia Esquivel
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 Esquivel

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 FIRM 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. 2022038101, 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 ON EXISTING 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 2023-29.
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. 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 18, BLOCK D IS DESIGNATED AS THE BLUFFVIEW NATURAL AREA (BNA) LOT AND HEREBY DEDICATED TO THE PUBLIC IN ACCORDANCE WITH PUD ORDINANCE 2023-29 AND PER THE DEVELOPMENT AGREEMENT NO. 2022038101. 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 2023-29.

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 LEANDER 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

STATE OF TEXAS
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: 512-202-8531

STATE OF TEXAS
JOE BEN EARLY, JR.
6016

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 11:00 O'CLOCK, A.M., AND DULY RECORDED THIS THE 18th DAY OF November 2025 A.D., AT 11:01 O'CLOCK, A.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
Brittany Harper

COUNTY COURT WILLIAMSON COUNTY TEXAS

2024-23-FP

EARLY LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8531
TBPELS FIRM NO. 10194407

PROJECT NO.: 1014-002
DRAWING NO.: 1014-002 PAGE 1 & 2 PLAT
PLOT DATE: 5/20/25
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & 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:

_____

_____

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_____

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:

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_____

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:

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_____

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

STATE OF TEXAS
T. W. HOYSA
100072
LICENSED
PROFESSIONAL ENGINEER

03/23/2026

November 2021
Revised
March 2026

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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

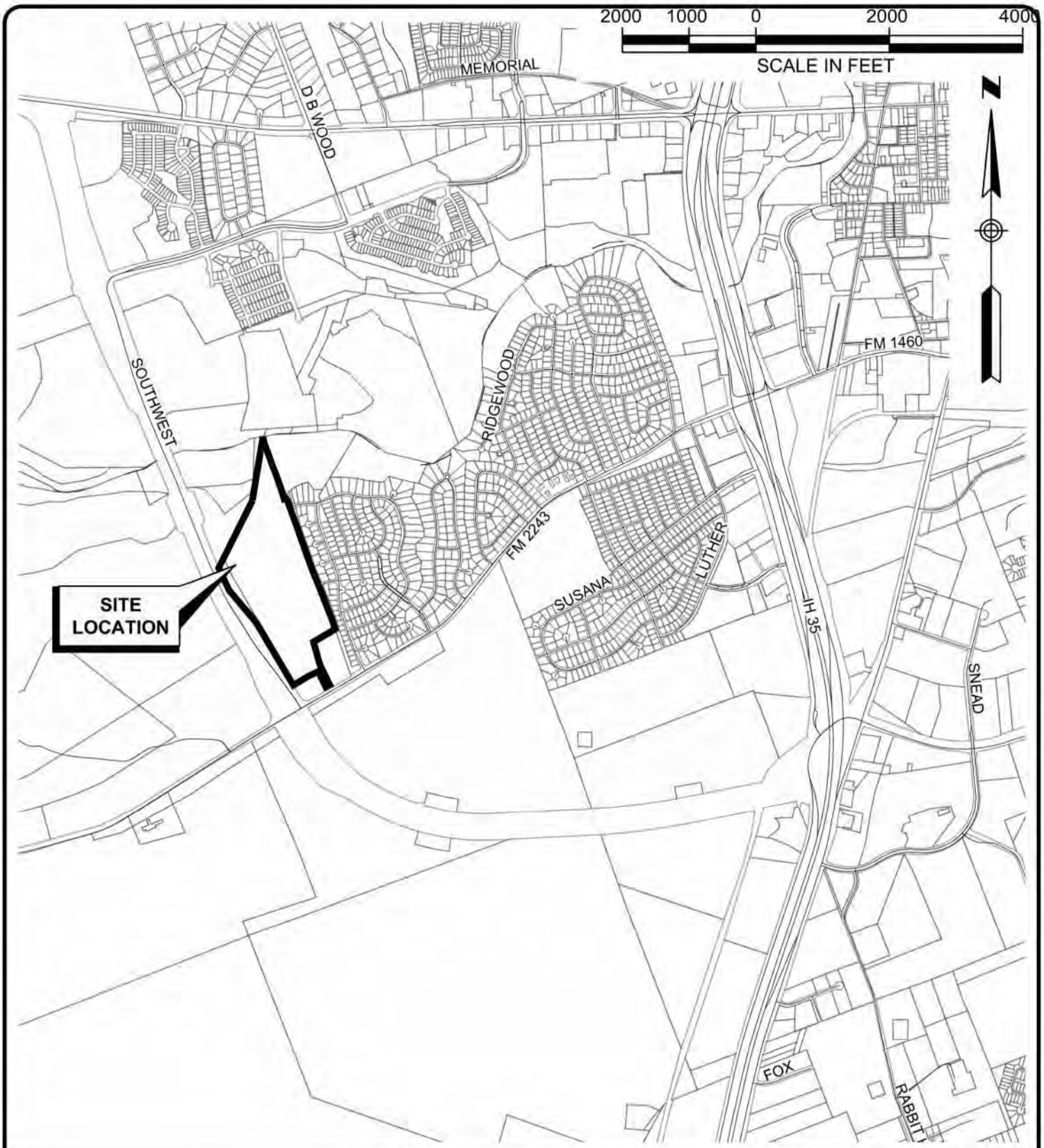
It is assumed that Area #1 will be constructed first. This will include the entry road, single-family, and the park improvements. This would include the wastewater trunk line, park access drive and parking, and the private park improvements.

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

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

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

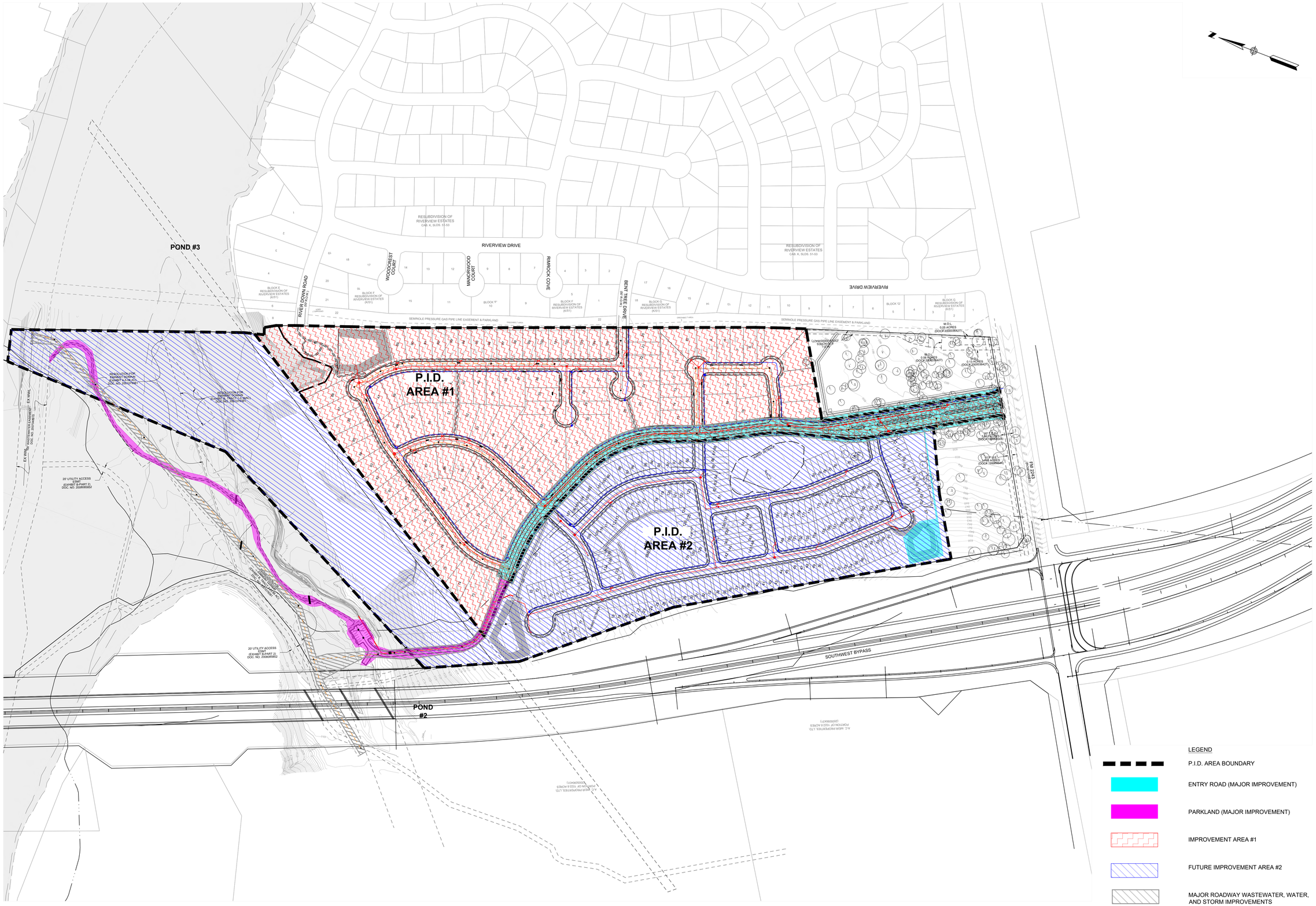
7/20/22

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

APPENDIX C

Public Improvement District Areas #1 and #2 and Major Improvement Areas Exhibit



BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C
OVERALL IMPROVEMENTS EXHIBIT

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: IMPROVEMENT AREA Exhibit.dwg

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES A. CLARK, P.E. #83696 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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Last Modified: Nov 23, 2021 - 09:43
XRefs Displayed: Nov 23, 2021 - 11:14:26
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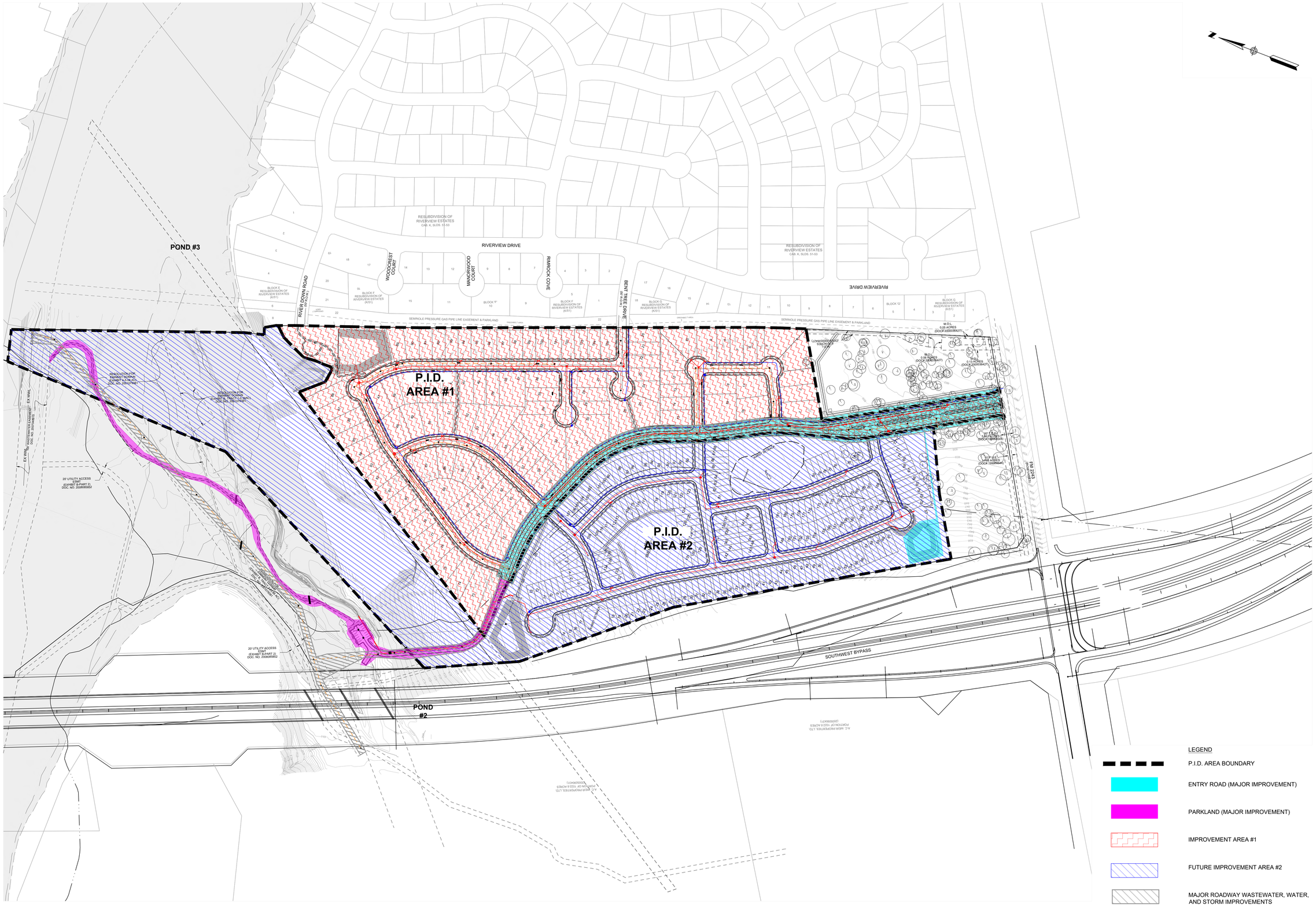

BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C
OVERALL IMPROVEMENTS EXHIBIT

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: AREA Exhibit 1-28-2026.dwg

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES A. CLARK, P.E. ON 11/23/21. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
PID MAJOR IMPROVEMENT AREA

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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User: rielsy
Last Modified: Jan 28, 26 - 08:16
Plot Date/Time: Jan 28, 26 - 13:13

BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C-1
OVERALL MAJOR IMPROVEMENTS EXHIBIT

NO.	DESCRIPTION	BY	DATE

REVISIONS

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING: PID MAJOR IMPROVEMENT AREA Exhibit.dwg

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAC. THE EXHIBIT WAS CREATED 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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User rkelsay
Last Modified: Nov. 23, 2021 - 09:44
Plot Date/Time: Dec 06, 2021 - 14:45:36
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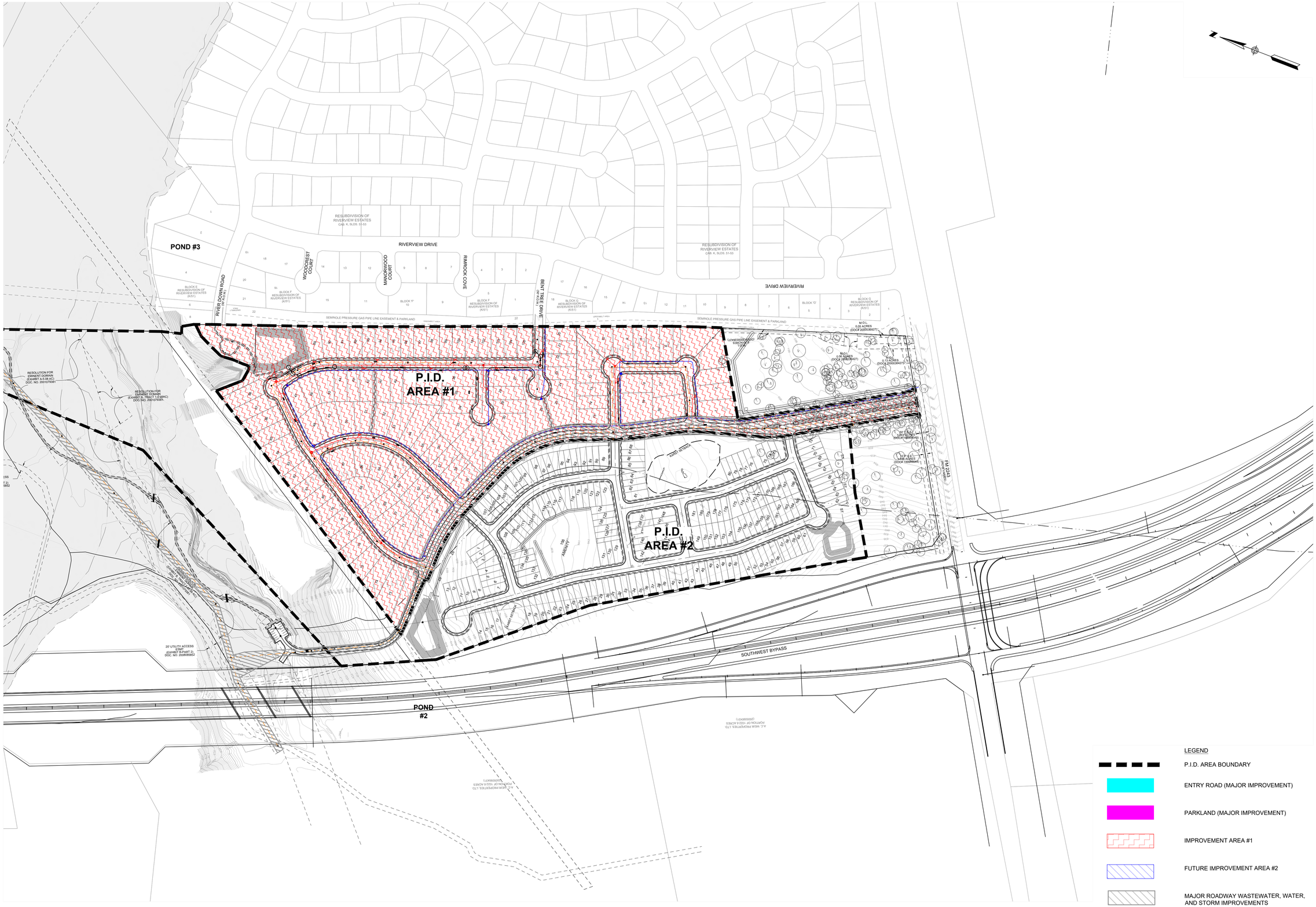

BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C-2
OVERALL IMPROVEMENT AREA #1 EXHIBIT

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: IMPROVEMENT AREA Exhibit 1-29-2026.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 1 SHEETS

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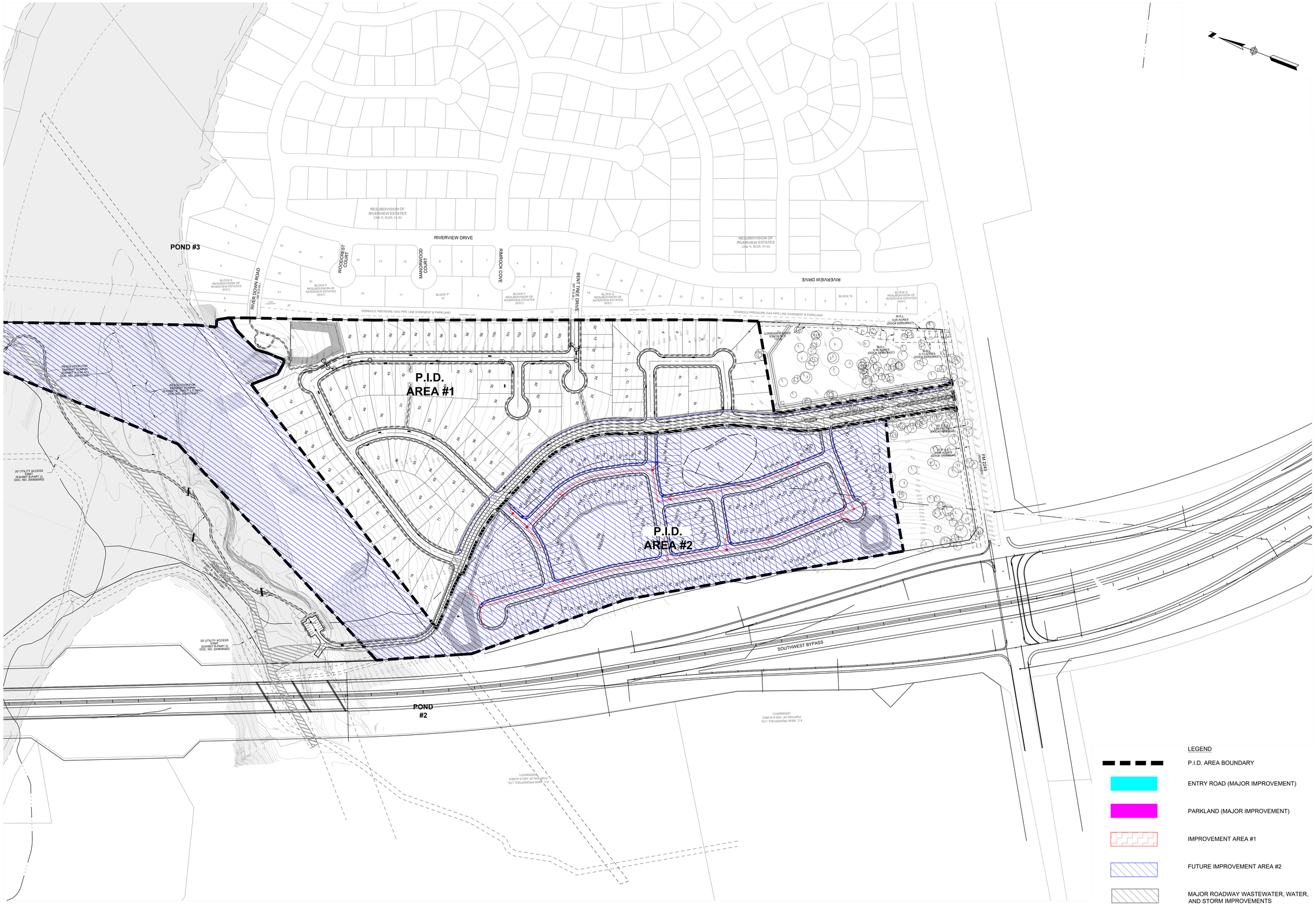
User: rhelsay
Last Modified: Jan. 29, 2026 - 08:16
Plot Scale/Time: Jan. 29, 2026 - 11:10



BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C-3
OVERALL FUTURE IMPROVEMENT AREA #2 EXHIBIT

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: P.I.D. AREA Exhibit 1-28-2026.dwg

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PID MAJOR IMPROVEMENTS

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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User: rnelsy
Last Modified: Jan 28, 26 - 08:16
XRefs Displayed: Feb 02, 26 - 10:09

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 NUMBER: FID MAJOR IMPROVEMENT AREA Exhibit.dwg

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAC, P.E. 81755 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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User: jackvis
Last Modified: Jan 25, 2021 - 09:03
Plot Style: Plot Date: Jan 25, 2021 - 9:04:34

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**

LJA Engineering
FRN-F-1386

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.

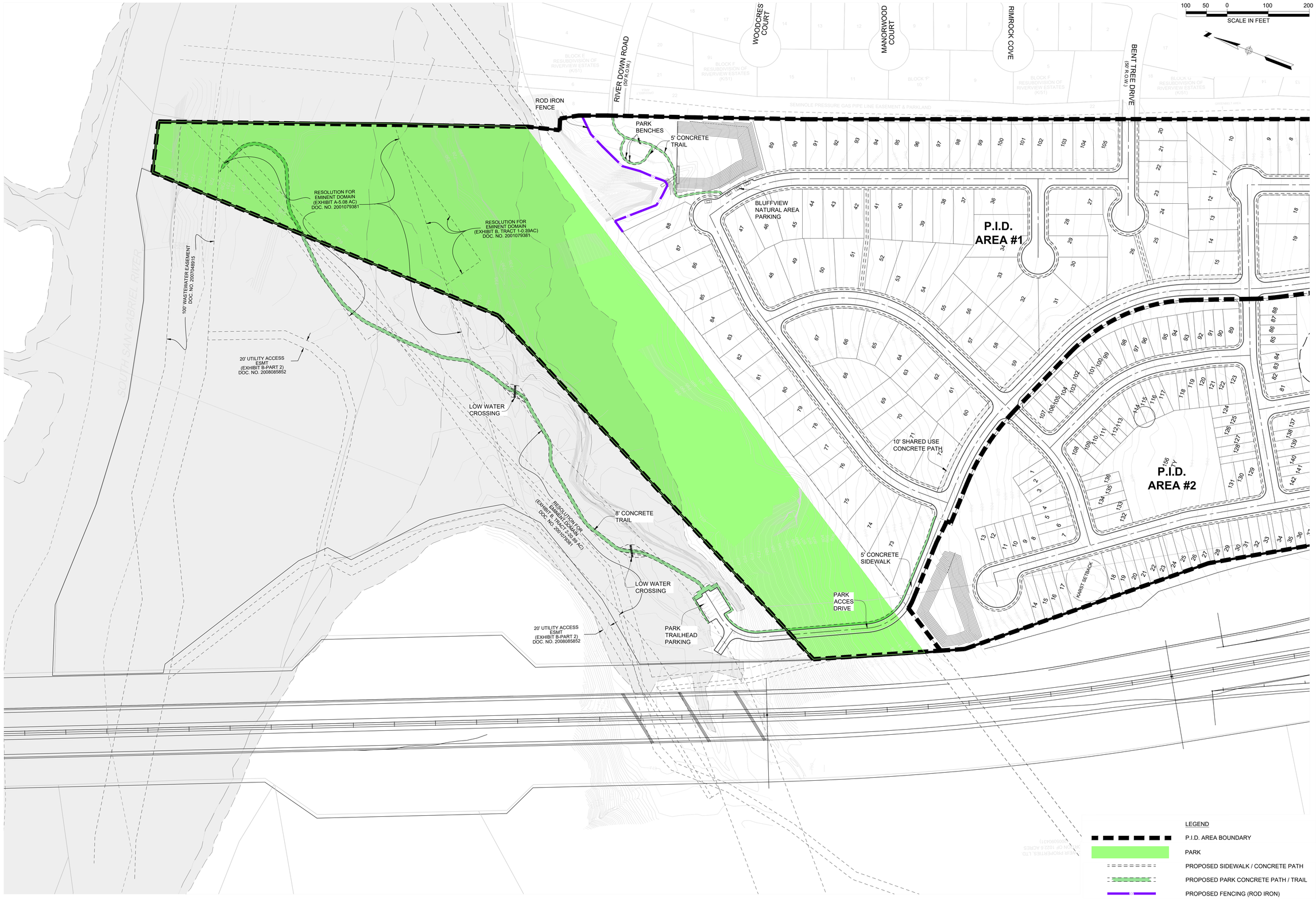
Engineer's Estimate of Preliminary Cost

				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**

LJA Engineering
FRN-F-1386

APPENDIX E

Overall Park Improvements Exhibit



BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX E
OVERALL PARK IMPROVEMENTS EXHIBIT

NO.	DESCRIPTION	BY	DATE

REVISIONS

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 WHICH MAY INCLUDE PEER REVIEW AND/OR AGENCY REVIEW. 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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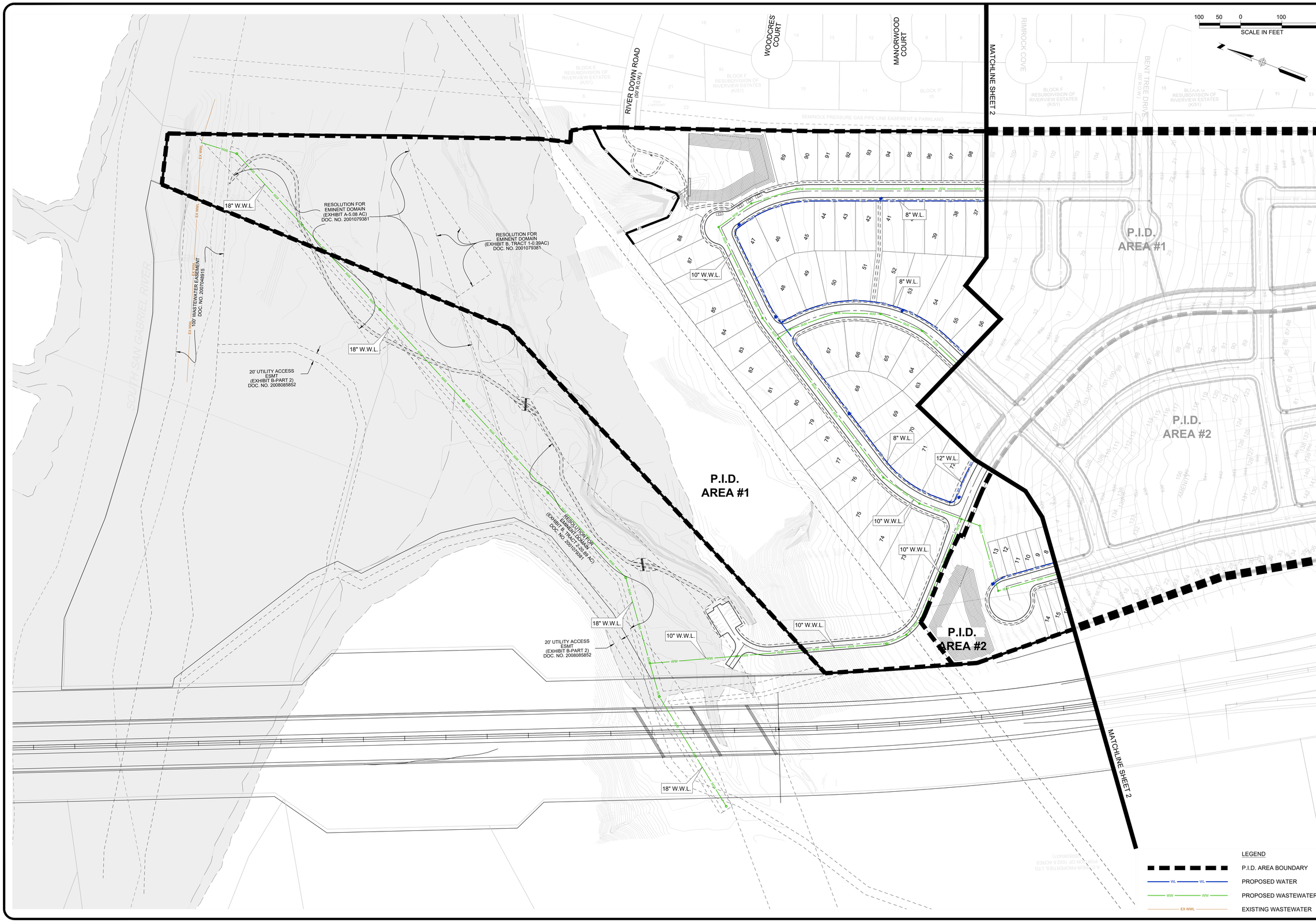
User: jclark
Last Modified: Nov. 23, 21 - 14:41
Plot Style: Nov. 23, 21 - 13:46

APPENDIX F

Water and Wastewater Improvements Exhibit



BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX F
WATER & WASTEWATER IMPROVEMENTS EXHIBIT

REVISIONS			
NO.	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 MARK A. LAKE, P.E. 81393 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 2 SHEETS

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Last Plotted/Saved: Nov. 23, 21 - 14:59

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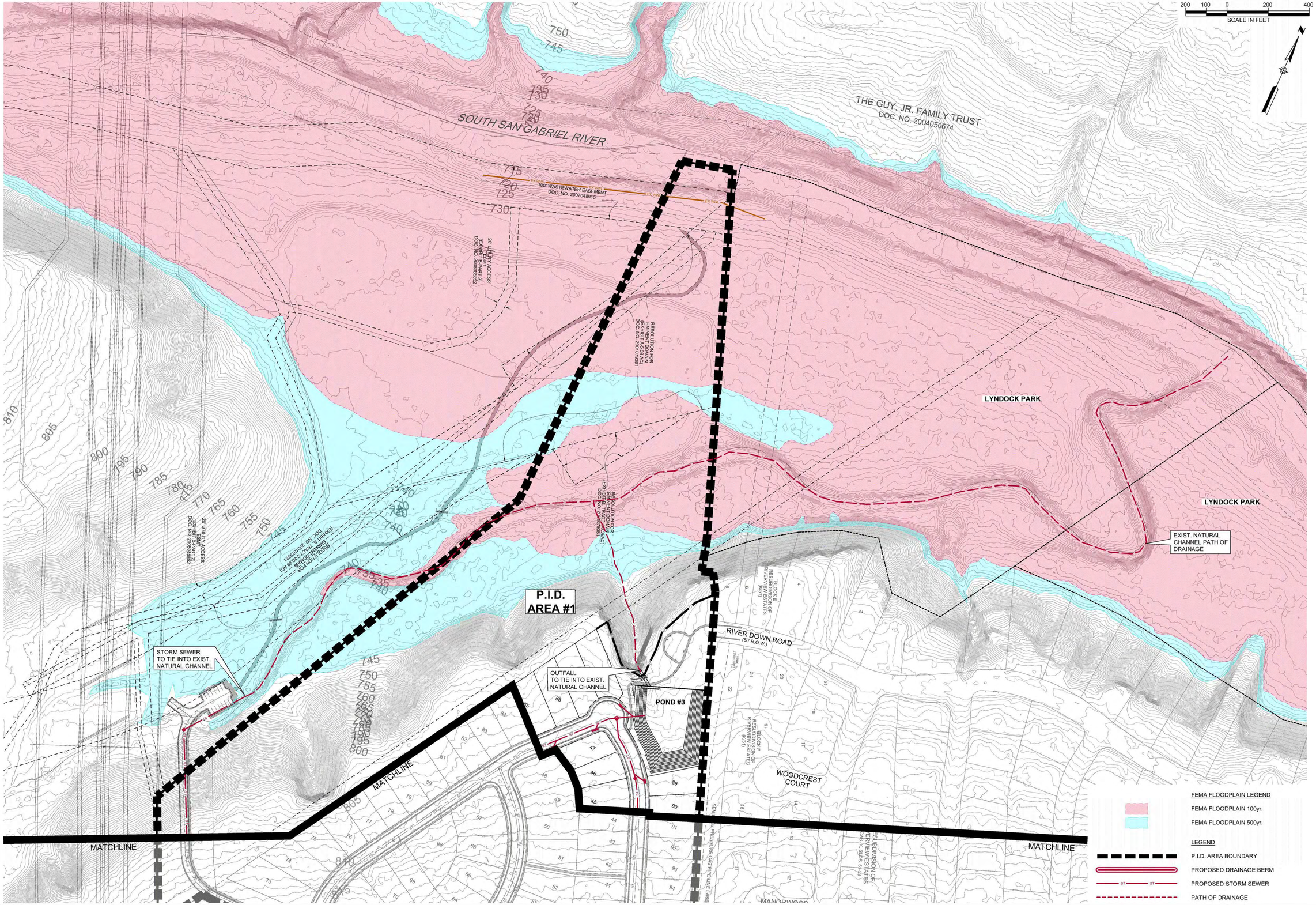
APPENDIX G

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: J:\PROD-WWW-11-23-21.dwg

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES A. CARTER, PE 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 2 SHEETS

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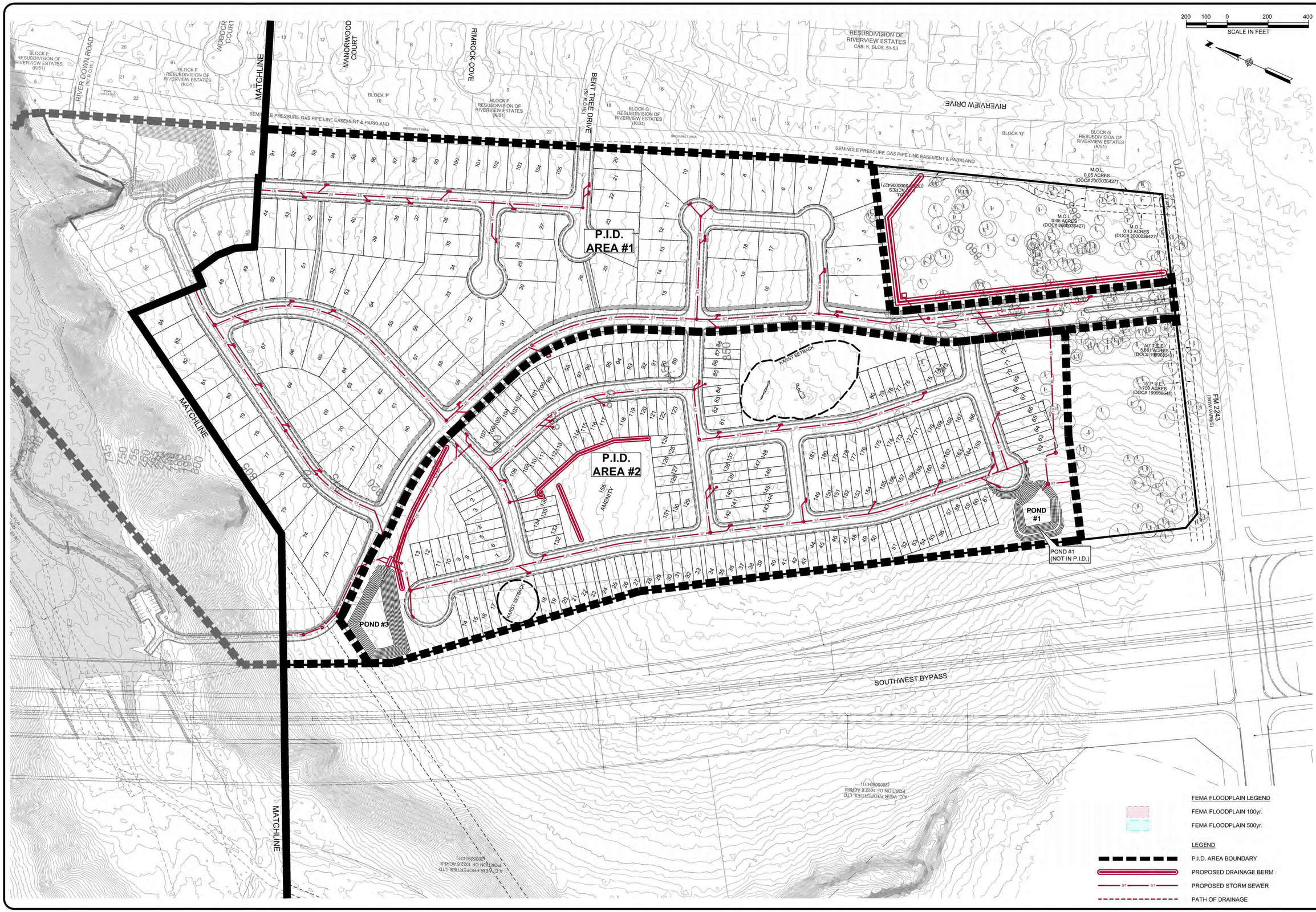

BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX G
OVERALL DRAINAGE IMPROVEMENTS EXHIBIT

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: J:\PROD-WWW-11-23-21.dwg

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES A. CLAUSEN 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. 2 OF 2 SHEETS

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APPENDIX D

FORM OF OPINION OF BOND COUNSEL

[An opinion in substantially the following form will be delivered by McCall, Parkhurst & Horton L.L.P., Bond Counsel, upon the delivery of the Bonds, assuming no material changes in facts or law.]

CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)
IN THE PRINCIPAL AMOUNT OF $_____

AS BOND COUNSEL for the City of Georgetown, Texas, in Williamson County, Texas (the "Issuer"), we have examined into the legality and validity of the issue of the bonds described above (the "Bonds"), which bear interest from the dates and mature on the dates stated on the face of the Bonds, all in accordance with the Ordinance authorizing the issuance of the Bonds (the "Bond Ordinance") and the Trust Indenture (as defined below).

WE HAVE EXAMINED the applicable and pertinent provisions of the Constitution and laws of the State of Texas, and have examined and relied upon a transcript of certified proceedings of the Issuer and other pertinent instruments furnished by the Issuer relating to the authorization, issuance and delivery of the Bonds; and we have examined various certificates and documents executed by officers and officials of the Issuer upon which certificates and documents we rely as to certain matters stated below. We have also examined one executed Bond which we found to be in proper form and duly executed.

BASED ON SAID EXAMINATION, IT IS OUR OPINION that the Bonds have been duly authorized, and have been duly issued and delivered, all in accordance with law, and that, except as may be limited by laws relating to governmental immunity, bankruptcy, reorganization, and other similar matters affecting creditors' rights or by general principles of equity which permit the exercise of judicial discretion, (i) the Bonds constitute valid and legally binding obligations of the Issuer which are payable as to principal and interest from the sources provided in the Bond Ordinance and the Indenture of Trust between the Issuer and UMB Bank, N.A., dated as of June 1, 2026, (the "Trust Indenture"), (ii) the covenants and agreements in the Trust Indenture constitute valid and binding obligations of the Issuer, (iii) the Bonds constitute valid and legally binding special obligations of the Issuer secured as Bonds under the Trust Indenture, and (iv) the Bonds are payable in accordance with the priorities established in the Trust Indenture from the sources provided therein.

THE ISSUER has reserved the right, subject to the restrictions stated in the Trust Indenture, to amend the Trust Indenture in the manner provided therein; and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in principal amount of all outstanding bonds affected by such amendment and secured by the Trust Indenture.

THE REGISTERED OWNERS of the Bonds shall never have the right to demand payment of the principal thereof or interest thereon out of any funds raised or to be raised by taxation, or from any source whatsoever other than specified in the Trust Indenture.

IT IS FURTHER OUR OPINION, except as discussed below, that the interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes under the statutes, regulations, published rulings, and court decisions existing on the date of this opinion. We are further of the opinion that the Bonds are not "specified private activity bonds" and that, accordingly, interest on the Bonds will not be included as an individual alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). In expressing the aforementioned opinions, we have relied on certain representations, the accuracy of which we have not independently verified, and assume compliance by the Issuer with certain covenants, regarding the use and investment of the proceeds of the Bonds and the use of the property financed, and refinanced, therewith. In expressing the aforementioned opinions, we have relied on certain representations and covenants regarding the use and investment of the proceeds of the Bonds. We call your attention to the fact that if such representations are determined to be inaccurate or upon a failure by the Issuer to comply with such covenants, interest on the Bonds may become includable in gross income retroactively to the date of issuance of the Bonds.

EXCEPT AS STATED ABOVE, we express no opinion as to any other federal, state, or local tax consequences of acquiring, carrying, owning, or disposing of the Bonds, including the amount, accrual or receipt of interest on, the Bonds. In particular, but not by way of limitation, we express no opinion with respect to the federal, state or local tax consequences arising from the enactment of any pending or future legislation. Owners of the Bonds should consult their tax advisors regarding the applicability of any collateral tax consequences of owning the Bonds.

WE CALL YOUR ATTENTION TO THE FACT that the interest on tax-exempt obligations, such as the Bonds, may be includable in a corporation's adjusted financial statement income for purposes of determining the alternative minimum tax imposed on certain corporations by section 55 of the Code.

OUR OPINIONS ARE BASED ON EXISTING LAW, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service (the "Service"); rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the Issuer as the taxpayer. We observe that the Issuer has covenanted not to take any action, or omit

to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Bonds as includable in gross income for federal income tax purposes.

WE EXPRESS NO OPINION as to any insurance policies issued with respect to the payments due for the principal of and interest on the Bonds, nor as to any such insurance policies issued in the future.

OUR SOLE ENGAGEMENT in connection with the issuance of the Bonds is as Bond Counsel for the Issuer, and, in that capacity, we have been engaged by the Issuer for the sole purpose of rendering our opinions with respect to the legality and validity of the Bonds under the Constitution and laws of the State of Texas, and with respect to the exclusion from gross income of the interest on the Bonds for federal income tax purposes, and for no other reason or purpose. The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result. We have not been requested to investigate or verify, and have not independently investigated or verified, any records, data, or other material relating to the financial condition or capabilities of the Issuer, or the disclosure thereof in connection with the sale of the Bonds, and have not assumed any responsibility with respect thereto. We express no opinion and make no comment with respect to the marketability of the Bonds. Our role in connection with the Issuer's Limited Offering Memorandum prepared for use in connection with the sale of the Bonds has been limited as described therein.

THE FOREGOING OPINIONS represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result.

Respectfully,

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APPENDIX E-1

FORM OF DISCLOSURE AGREEMENT OF ISSUER

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__					
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__							
20__							

[1] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

[2] [Does/does not] include interest and penalties.

Parcel Numbers for Delinquencies Equaling or Exceeding 10% of Annual Installments Due

For the past five Fiscal Years, if the total amount of delinquencies as of September 1 equals or exceeds ten percent (10%) of the amount of Annual Installments due, a list of parcel numbers for which the Annual Installments are delinquent.

Fiscal Year Ended (9/30)	Delinquent % as of 9/1	Parcel Numbers
20__	%	
20__		

History of Prepayment of Assessments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
20__		$		$
20__				
20__				
20__				
20__				

[insert any necessary footnotes]

ITEMS REQUIRED BY 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.

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APPENDIX E-2

FORM OF DISCLOSURE AGREEMENT OF DEVELOPER

CITY OF GEORGETOWN, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER

This Continuing Disclosure Agreement of Developer dated as of June 1, 2026 (this "Disclosure Agreement"), is executed and delivered by and among Lamy 2243, Ltd., a Texas limited partnership (the "Developer"), P3Works, LLC (the "Administrator"), and UMB Bank, N.A., acting solely in its capacity as dissemination agent (the "Dissemination Agent") with respect to the captioned bonds (the "Bonds"). The Developer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Developer, the Administrator, and the Dissemination Agent for the benefit of the Holders and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust, dated as of 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:

"Affiliate" shall mean an entity that is controlled by, controls, or is under common control with another entity.

"Amenities" shall mean the amenities to be constructed in connection with the development of the District, which may include, but are not limited to the entryway monument and related landscaping.

"Assessments" shall have the meaning assigned to Improvement Area #1 Assessments in the Indenture.

"Certification Letter" shall mean a certification letter provided by a Reporting Party pursuant to Section 3, in substantially the form attached as Exhibit D.

"Developer" shall mean Lamy 2243, Ltd. , a Texas limited partnership, its successors and assigns, including any Affiliate of the Developer.

"Developer Listed Events" shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

"Disclosure Agreement of Issuer" shall mean the Continuing Disclosure Agreement of Issuer with respect to the Bonds dated as of even date herewith executed and delivered by and among the Issuer, the Administrator, and the Dissemination Agent.

"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 the Bluffview Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access System administered by the MSRB which, as of the date of this Disclosure Agreement, is available on the internet at http://emma.msrb.org.

"Homebuilder(s)" shall mean any merchant homebuilder who enters into a Lot Purchase Agreement with the Developer, and the successors and assigns of such homebuilder under such Lot Purchase Agreement.

"Issuer" shall mean the City of Georgetown, Texas.

"Listed Events" shall mean, collectively, Developer Listed Events and Significant Homebuilder Listed Events.

"Lot Purchase Agreement" shall mean, with respect to lots or land within Improvement Area #1 of the District, any agreement between a Homebuilder and the Developer to purchase lots or to purchase land.

"MSRB" shall mean the Municipal Securities Rulemaking Board, or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

"Participating Underwriter" shall mean FMSbonds, Inc., and its successors and assigns.

"Quarterly Ending Date" shall mean each March 31, June 30, September 30 and December 31, beginning September 30, 2026.

"Quarterly Filing Date" shall mean for each Quarterly Ending Date, the fifteenth calendar day of the second month following such Quarterly Ending Date being February 15, May 15, August 15, and December 15.

"Quarterly Information" shall have the meaning assigned to such term in Section 3 of this Disclosure Agreement.

"Quarterly Report" shall mean any Quarterly Report described in Section 3 of this Disclosure Agreement and containing the information listed in Exhibit A hereto.

"Reporting Party" shall mean, collectively, the Developer and any Significant Homebuilder who has acknowledged and assumed reporting obligations in accordance with Section 6 of this Disclosure Agreement.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Significant Homebuilder" shall mean a Homebuilder that then owns 10 or more of the single family residential lots within Improvement Area #1.

"Significant Homebuilder Listed Events" shall mean any of the events listed in Section 4(b) of this Disclosure Agreement.

SECTION 3. Quarterly Reports.

(a) The Developer and any Significant Homebuilder that is a Reporting Party, with respect to its acquired real property, shall, at its cost and expense, provide, or cause to be provided, to the Administrator, not more than ten (10) days after each Quarterly Ending Date, beginning with September 30, 2026, the information in the Quarterly Report required to be provided by such Reporting Party pursuant to Section 3(d) (with respect to each Reporting Party, the "Quarterly Information"). The Reporting Party shall provide, or cause to be provided, such Quarterly Information until such party's obligations terminate pursuant to Section 7 of this Disclosure Agreement. For the avoidance of doubt, (i) if the Developer elects, the Developer may, but shall not be obligated to, provide any Quarterly Information on behalf of any Significant Homebuilder and (ii) the Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until a Significant Homebuilder Acknowledgment (as defined herein) with respect to such real property is delivered in accordance with Section 6 of this Disclosure Agreement, at which time the Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred to such Significant Homebuilder.

(b) The Administrator shall (i) review each Quarterly Report containing the Quarterly Information provided by each Reporting Party pursuant to subsection (a) above and (ii) no later than twenty (20) days after each Quarterly Ending Date, either (1) advise the applicable Reporting Party as to any necessary changes to the applicable Quarterly Information or (2) provide to the Dissemination Agent the Quarterly Report in accordance with subsection (c) below. If the Administrator advises a Reporting Party as to any necessary changes to their respective Quarterly Information, such Reporting Party shall provide, or cause to be provided, to the Administrator, not more than thirty (30) days after each Quarterly Ending Date, the revised Quarterly Information. The Administrator shall review the revised Quarterly Information within the Quarterly Report and provide the Quarterly Report to the Dissemination Agent in accordance with subsection (c) below.

If Reporting Parties provide the Quarterly Information in more than one report to the Administrator, the Administrator shall (i) prepare each Quarterly Report with the Quarterly Information provided by the Reporting Parties pursuant to subsection (a) above, and (ii) provide the Quarterly Report to the Reporting Parties for review no later than twenty (20) days after each Quarterly Ending Date. The Reporting Parties shall review and revise, as necessary, the Quarterly Report and, upon such review, shall promptly, but no later than thirty (30) days after each Quarterly Ending Date, provide the Quarterly Report and Certification Letter(s) to the Administrator and direct the Administrator to provide such Quarterly Report and Certification Letter(s) to the Issuer and the Dissemination Agent pursuant to subsection (c) below.

In all cases, each Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all of the Quarterly Information provided by such Reporting Party contained in the Quarterly Report.

(c) The Administrator shall provide to the Dissemination Agent, with a copy to each Reporting Party, no later than thirty-five (35) days after each Quarterly Ending Date, the Quarterly Report containing the information described in Section 3(d), the Certification Letter(s), if applicable, and written direction to the Dissemination Agent to file such report with the MSRB. Pursuant to the written direction of the Administrator, the Dissemination Agent shall file the Quarterly Report and the Certification Letter(s), if applicable, with the MSRB and provide a copy of such report to the Issuer and the Participating Underwriter within ten (10) days of the Dissemination Agent's receipt thereof pursuant to this subsection 3(c); provided, however, that the Quarterly Report must be submitted to the MSRB not later than each Quarterly Filing Date. In the event that any Reporting Party or the Administrator does not provide the information required by subsection (a) or (b) of this Section 3, as applicable, in a timely manner and, as a result, either an incomplete Quarterly Report is filed with the MSRB, or a Quarterly Report is not filed with the MSRB by each Quarterly Filing Date, the Dissemination Agent shall, upon written direction from the applicable Reporting Party file a notice of failure to provide Quarterly Information or failure to file a Quarterly Report with the MSRB in substantially the form attached as Exhibit B, as soon as practicable. If incomplete Quarterly Information or no Quarterly Information is provided by any Reporting Party, the Dissemination Agent and any other Reporting Party who provided complete Quarterly Information shall not be responsible for the failure to submit a complete Quarterly Report to the MSRB. If each Reporting Party timely provides the required Quarterly Information to the Administrator as described in this Section 3, the failure of the Administrator to provide the Quarterly Report to the Dissemination Agent, or the failure of the Dissemination Agent to provide such report to the Participating Underwriter in a timely manner, shall not be deemed a default by the Reporting Parties under this Disclosure Agreement.

(d) Each Quarterly Report shall consist of the information listed in Exhibit A attached hereto.

SECTION 4. Event Reporting Obligations.

(a) Pursuant to the provisions of this Section 4, each of the following is a Developer Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Assessments levied within Improvement Area #1 on a parcel owned by the Developer; provided, however, that the exercise of any right of the Developer as a landowner within Improvement Area #1 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Developer Listed Event under this Section nor a breach or default of this Disclosure Agreement;

(ii) Material damage to or destruction of any development or improvements within Improvement Area #1, including the Improvement Area #1 Projects and the Amenities;

(iii) Material default by the Developer or any of the Developer's Affiliates on any loan with respect to the acquisition, development, or permanent financing of Improvement Area #1 Projects undertaken by the Developer or any of the Developer's Affiliates;

(iv) Material default by the Developer or any of Developer's Affiliates on any loan secured by property within Improvement Area #1 owned by the Developer or any of the Developer's Affiliates;

(v) The bankruptcy, insolvency, or similar filing of the Developer or any of the Developer's Affiliates or any determination that the Developer or any of the Developer's Affiliates is unable to pay its debts as they become due;

(vi) The consummation of a merger, consolidation, or acquisition of the Developer, or the sale of all or substantially all of the assets of the Developer or any of the Developer's Affiliates, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(vii) The filing of any lawsuit with a claim for damages in excess of $1,000,000 against the Developer or any of the Developer's Affiliates that may adversely affect the completion of development of Improvement Area #1, or litigation that may materially adversely affect the financial condition of the Developer or any of the Developer's Affiliates;

(viii) Any material change in the legal structure, chief executive officer, or controlling ownership of the Developer;

(ix) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Sections 5 or 6 hereof; and

(x) Early termination of or material default by a Homebuilder under a Lot Purchase Agreement.

(b) Pursuant to the provisions of this Section 4, each of the following occurrences related to any Significant Homebuilder is a Significant Homebuilder Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Assessments levied within Improvement Area #1 on a lot or parcel owned by such Significant Homebuilder; provided, however, that the exercise of any right of such Significant Homebuilder as a landowner within Improvement Area #1 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Significant Homebuilder Listed Event under this Section nor a breach or default of this Disclosure Agreement;

(ii) The bankruptcy, insolvency, or similar filing of such Significant Homebuilder or any determination that such Significant Homebuilder is unable to pay its debts as they become due;

(iii) The consummation of a merger, consolidation, or acquisition involving such Significant Homebuilder or the sale of all or substantially all of the assets of the Significant Homebuilder, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(iv) Any change in the type of legal entity, chief executive officer, or controlling ownership of such Significant Homebuilder;

(v) Early termination of or material default by such Significant Homebuilder under a Lot Purchase Agreement; and

(vi) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 6 hereof.

(c) Whenever a Reporting Party obtains knowledge of the occurrence of a Listed Event applicable to such Reporting Party, such Reporting Party shall promptly, and not more than five (5) Business Days after such Reporting Party obtains such knowledge, notify the Issuer, the Administrator and the Dissemination Agent in writing and the Reporting Party shall provide written direction to the Dissemination Agent to file a notice of such occurrence with the MSRB, in the manner hereinafter described, and provide a copy of such notice to the Issuer and the Participating Underwriter. Any such notice is required to be filed within ten (10) Business Days after the Reporting Party becomes aware of the occurrence of such Listed Event. If the Reporting Party timely notifies the Dissemination Agent of the occurrence of a Listed Event, as described in this Section 4, the failure of the Dissemination Agent to provide such notice to the Participating Underwriter in a timely manner shall not be deemed a default by such Reporting Party under this Disclosure Agreement.

The Developer and each other Reporting Party, if any, shall only be responsible for reporting the occurrence of a Listed Event applicable to such Reporting Party and shall not be responsible for reporting the occurrence of a Listed Event applicable to any other Reporting Party, regardless of if a Reporting Party is providing Quarterly Information on behalf of any other Reporting Party.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the applicable Reporting Party desires to make, the written direction of such Reporting Party for the Dissemination Agent to disseminate such information as provided herein, and the date the Reporting Party desires for the Dissemination Agent to disseminate the information.

In all cases, the applicable Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the applicable Reporting Party shall have the sole responsibility to ensure that any notice required to be filed with the MSRB under this Section 4 is actually filed within ten (10) Business Days after such Reporting Party becomes aware of the Listed Event applicable to such Reporting Party.

(d) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event, notify in writing the Administrator and the applicable Reporting Party of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the applicable Reporting Party to do so. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Reporting Party and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the applicable Reporting Party as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to

make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Participating Underwriter, the Administrator, the Issuer, any Reporting Party, 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.

(e) If the Dissemination Agent has been instructed in writing by a Reporting Party to report the occurrence of a Listed Event in accordance with subsections (c) or (d) of this Section 4, the Dissemination Agent shall file a notice of such occurrence with the MSRB promptly after its receipt of such written instructions from such Reporting Party; provided that all such notices must be filed no later than the date specified in subsection (c) of this Section 4 for such Listed Event.

SECTION 5. Assumption of Reporting Obligations of Developer.

The Developer shall cause each Person who, through assignment, assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #1 Projects or the Amenities to assume and comply with the disclosure obligations of the Developer under this Disclosure Agreement. The Developer shall deliver to the Dissemination Agent, the Administrator, and the Issuer a written acknowledgment from each Person who assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #1 Projects or Amenities in substantially the form attached as Exhibit E (the "Developer Acknowledgment"), acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to Section 4(a)(ix) above, the Developer shall provide written direction to the Dissemination Agent to file a copy of each Developer Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above. Upon any such transfer to a Person, and such Person's delivery of written acknowledgment of assumption of Developer's obligations under this Disclosure Agreement as to the property transferred, the Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred or the obligations assigned. Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership, the Developer shall not be liable for the acts or omissions of such Person arising from or in connection with such disclosure obligations under this Disclosure Agreement.

SECTION 6. Assumption of Reporting Obligations by Significant Homebuilder.

(a) If a Homebuilder acquires ownership of real property in Improvement Area #1 resulting in such Homebuilder becoming a Significant Homebuilder, the Developer may (i) cause such Significant Homebuilder to comply with the Developer's disclosure obligations under Section 3 and Section 4(b) hereof, with respect to such acquired real property, until such party's disclosure obligations terminate pursuant to Section 7 of this Disclosure Agreement or (ii) elect to provide any or all Quarterly Information on behalf of such Significant Homebuilder; provided, however, that if the Developer initially elects to provide any or all Quarterly Information on behalf of such Significant Homebuilder, the Developer may elect in the future to cause such Significant Homebuilder to comply with the Developer's disclosure obligations, as described in clause (i) above.

(b) If the Developer elects to cause a Significant Homebuilder to comply with the Developer's disclosure obligations, as described in clause (i) above, the Developer shall deliver to the Dissemination Agent, Administrator and the Issuer a written acknowledgment from each Significant Homebuilder, in substantially the form attached as Exhibit F, acknowledging and assuming the Developer's obligations under this Disclosure Agreement with respect to the real property transferred

(the "Significant Homebuilder Acknowledgment"). Pursuant to Section 4(a)(ix) above, the Developer shall provide written direction to the Dissemination Agent to file a copy of the Significant Homebuilder Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above. Upon any such transfer to a Significant Homebuilder and such Significant Homebuilder's delivery of the Significant Homebuilder Acknowledgment, the Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred or the obligations assigned. The Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until the Significant Homebuilder Acknowledgment with respect to such real property is delivered to the Dissemination Agent, Administrator, the Issuer and the MSRB, in accordance with this Section 6(b).

(c) Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership of real property, the Developer shall not be liable for the acts or omissions of such Significant Homebuilder arising from or in connection with such disclosure obligations under this Disclosure Agreement.

SECTION 7. Termination of Reporting Obligations.

(a) The reporting obligations of a Reporting Party under this Disclosure Agreement shall terminate upon the earlier of (i) the date when none of the Bonds remain Outstanding, (ii) when the Reporting Party, including their respective Affiliates and/or successors and assigns, no longer owns 10 or more single family residential lots within Improvement Area #1, as of each Quarterly Ending Date, or (iii) the Issuer's issuance of the certificate of occupancy for the last single family residential lot or Parcel owned by the Reporting Party, including their respective Affiliates and/or successors and assigns, respectively; provided, however, if the Developer elects to provide any or all Quarterly Information on behalf of a Significant Homebuilder in accordance with Section 6(a) above, the reporting obligations of the Developer under this Disclosure Agreement shall terminate upon the earlier of (i) the date when none of the Bonds remain Outstanding, (ii) when the Developer and such Significant Homebuilder(s) (on behalf of whom the Developer is reporting), including their respective Affiliates and/or successors and assigns, collectively no longer own 10 or more single family residential lots within Improvement Area #1, as of each Quarterly Ending Date, or (iii) the Issuer's issuance of the certificate of occupancy for the last single family residential lot or Parcel owned by the Developer and such Significant Homebuilder(s) (on behalf of whom the Developer is reporting), including their respective Affiliates and/or successors and assigns.

(b) Upon receipt of written notice from a Reporting Party or the Dissemination Agent that the reporting obligations of a Reporting Party have terminated in accordance with subsection (a) of this Section 7, the Administrator shall provide written notice to the applicable Reporting Party, the Participating Underwriter, the Issuer, and the Dissemination Agent in substantially the form attached as Exhibit C, of the termination of such Reporting Party's reporting obligations under this Disclosure Agreement (the "Termination Notice"). If such Termination Notice with respect to a Reporting Party occurs while any of the Bonds remain Outstanding, the Administrator shall immediately provide, or cause to be provided, the Termination Notice to the Dissemination Agent, and, pursuant to written direction from the Administrator, the Dissemination Agent shall provide such Termination Notice to the MSRB, the Issuer, the Trustee, the applicable Reporting Party and the Participating Underwriter on or before the next succeeding Quarterly Filing Date.

(c) The obligations of the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, or (ii) termination of all Reporting Parties' reporting obligations in accordance with subsection (a) of this Section 7 and any Termination Notice required by subsection (b) of this Section 7 has been provided to the MSRB, the Issuer, the Trustee, the Dissemination Agent, the Reporting Parties, and the Participating Underwriter, as applicable.

SECTION 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist the Developer and any other Reporting Party in carrying out their obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time with thirty (30) days' notice to the Issuer, the Developer, and the Administrator; provided, however, that if the Dissemination Agent is serving in the same capacity under the Disclosure Agreement of Issuer, the Dissemination Agent shall resign under the Disclosure Agreement of Issuer simultaneously with its resignation hereunder; provided, further, that if the Issuer is the Dissemination Agent, the Issuer may not resign without first appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. Pursuant to the Disclosure Agreement of Issuer, the Issuer has agreed to provide written notice to each Reporting Party of any change in the identity of the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be UMB Bank, N.A.

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Developer, the Administrator, and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested in writing by the Developer or the Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3 or 4, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of a Reporting Party, or the type of business conducted; and

(b) The amendment or waiver either (i) is approved by the 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. No amendment which adversely affects the Dissemination Agent or the Issuer may be made without the respective party's prior written consent.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Administrator shall describe such amendment in the next related Quarterly Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Developer. The Developer shall provide, or cause to be provided, at its cost and expense, an executed copy of any amendment or waiver entered into in accordance with this Section 9 to the Issuer, the Administrator, the Dissemination Agent, and the Participating Underwriter.

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent a Reporting Party from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in addition to that which is required by this Disclosure Agreement. If any Reporting Party chooses to include any information in any Quarterly Report or notice of occurrence of a Developer Listed Event or Significant Homebuilder Listed Event, as applicable, in addition to that which is specifically required by this Disclosure Agreement, such Reporting Party shall have no obligation under this Disclosure Agreement to update such information or include it in any future Quarterly Report or notice of occurrence of a Developer Listed Event or Significant Homebuilder Listed Event.

SECTION 11. Content of Disclosures. In all cases, the Developer or Significant Homebuilder, as applicable, shall have the sole responsibility for the content, design, and other elements comprising substantive contents of all disclosures provided under this Disclosure Agreement.

SECTION 12. Default. In the event of a failure of any Reporting Party or the Administrator to comply with any provision of this Disclosure Agreement, (i) the Dissemination Agent or any Holder or beneficial owner of the Bonds may, and (ii) 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, the Dissemination Agent shall, take such actions as may be necessary and appropriate to cause the applicable Reporting Party and/or the Administrator to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Reporting Party, the Dissemination Agent, or the Administrator to comply with this Disclosure Agreement shall be an action in mandamus or specific performance. A default under this Disclosure Agreement shall not be deemed a default under the Disclosure Agreement of Issuer, and a default under the Disclosure Agreement of Issuer shall not be deemed a default under this Disclosure Agreement. Additionally, a default by a Reporting Party of its obligations under this Disclosure Agreement shall not be deemed a default by any other Reporting Party under this Disclosure Agreement.

SECTION 13. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) Notwithstanding anything to the contrary contained herein, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Quarterly Report) prepared by the Developer, Significant Homebuilder, and/or the Administrator pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. The Developer agrees to indemnify and hold harmless the Dissemination Agent, its officers, directors, employees, and agents against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities finally adjudicated by a court of competent jurisdiction to have been directly caused by the Dissemination Agent's negligence or willful misconduct. The obligations of the Developer under this Section shall survive termination of this Disclosure Agreement, resignation or removal of the Dissemination Agent, and payment in full of the Bonds. Nothing in this

Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent shall not be responsible for the failure to submit a complete or accurate Quarterly Information or Quarterly Report or any other information, including notice of a Listed Event, to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Developer or any person with whom the Developer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean the Dissemination Agent has actual knowledge of any event described in Section 4 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. The Developer agrees to indemnify and hold harmless the Administrator, its officers, directors, employees, and agents against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's breach, negligence, or willful misconduct. The obligations of the Developer under this Section shall survive termination of this Disclosure Agreement, resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The Developer, the Administrator, and the Dissemination Agent agree that the legal expenses of the Dissemination Agent or the Administrator to which it is expressly entitled to be paid pursuant to this Section 13(c) are Annual Collection Costs.

(d) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, THE DEVELOPER, OR ANY SIGNIFICANT HOMEBUILDER 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 OTHER PARTY TO THIS DISCLOSURE AGREEMENT OR A SIGNIFICANT HOMEBUILDER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION, EXCEPT AS DESCRIBED IN SECTION 12 WITH RESPECT TO THE DISSEMINATION AGENT.

SECTION 14. No Personal Liability. No covenant, stipulation, obligation, or agreement of any Reporting Party, the Administrator, or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future officer, agent, or employee of the Reporting Party, the Administrator, or the Dissemination Agent in other than that person's official capacity.

SECTION 15. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken thereunder, or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act, or action, or part thereof, is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Reporting Parties, the Administrator, the Dissemination Agent, the Issuer, the Participating Underwriter, and the 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 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #1, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the

Issuer, which agreement governs the administration of Improvement Area #1, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

SECTION 19. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 20. Notice. Any written notice required to be given or made hereunder among or between any of the Reporting Parties, 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 or Significant Homebuilder to provide proof of an e-mail read receipt or delivery receipt does not constitute a breach or default by such party or Significant Homebuilder under this Disclosure Agreement.

If to Developer:		Lamy 2243, Ltd. 100 Congress Avenue, Suite 1450 Austin, Texas 78701
	Email:	bholcomb@riverside-re.com chris@cordovarev.com
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 21. Term of Disclosure Agreement. Except for surviving indemnities of the parties to this Disclosure Agreement, this Disclosure Agreement terminates on the earlier of (i) the first date on which none of the Bonds remain Outstanding and (ii) the first date on which the reporting obligations of all Reporting Parties have terminated in accordance with the terms of this Disclosure Agreement.

SECTION 22. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Developer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

(Signature pages follow.)

UMB Bank, N.A.,
Dissemination Agent

By: _____
Authorized Officer

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

P3Works, LLC,
Administrator

By: _____
Name: _____
Title: _____

EXHIBIT A

CITY OF GEORGETOWN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

DEVELOPER QUARTERLY REPORT
[*INSERT QUARTERLY ENDING DATE*]

Delivery Date: _____, 20__

CUSIP Numbers: [Insert CUSIP Numbers]

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

I. Expenditures Paid from Accounts under Indenture

1. TOTAL BUDGETED COSTS REQUIRED TO COMPLETE IMPROVEMENT AREA #1 PROJECTS: $_____

2. Of the budgeted costs for Improvement Area #1 Projects shown in the Service and Assessment Plan:

    a. Actual costs drawn from the Improvement Area Improvement Account[1]: $_____
    b. Actual costs drawn from the Major Improvement Account[2]
    c. Actual costs drawn from the Developer Improvement Account[2]

[1] Improvement Area Improvement Account means the account titled Improvement Area #1 Improvement Account held under the Project Fund in the Indenture.
[2] Not applicable.

II. Status of Improvement Area #1 Projects

Projected/actual completion date of the Improvement Area #1 Projects

1. [Actual/Expected] date of completion of the Improvement Area #1 Projects: [_____]
2. Explanation of any delay/change in projected completion date since last Quarterly Report was filed: [_____]

III. Unit Mix in Improvement Area #1

Product Type	Number of Units
Single Family 50'	65
Single Family 60'	24
Single Family 60' Bluffs	16

IV. Lot Status in Improvement Area #1

Of the 105 lots in Improvement Area #1, what is the status:

1. Planned lots as of the date of issuance of the Bonds: 105
2. Planned lots as of the date of this Quarterly Report: _____
3. Lots developed: _____
4. Lots platted: _____
5. Expected completion date of all lots in Improvement Area #1 (if incomplete): _____

V. Ownership of Lots/Units in Improvement Area #1

PLANNED LOTS IN IMPROVEMENT AREA #1: 105

Of the 105 lots in Improvement Area #1:

1. Number of lots owned by the Developer: _____
2. Number of lots under contract but not closed to Homebuilder(s): _____
3. Number of lots owned by all Homebuilder(s): _____[3]
    a. a. Number of lots owned by [*insert name of Homebuilder*]: _____[4]
    b. b. Number of lots owned by [*insert name of Homebuilder*]: _____
4. Number of units owned by homeowners: _____

[3] If Developer is using EMMA filing assistance software, a chart containing the Quarterly Information provided under this item will be generated. If Developer is not using EMMA filing assistance software, Developer shall prepare a chart containing such Quarterly Information.

[4] Include a line item for each individual Homebuilder.

VI. Home Sales Information in Improvement Area #1

PLANNED HOMES IN IMPROVEMENT AREA #1: 105

Of the 105 homes planned for Improvement Area #1:

1. How many total building permits were issued **during the current quarter**? _____
   a. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: _____[5]
   b. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: _____[5]
2. How many total homes have closed with homebuyers **during the current quarter**? _____
   a. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: _____[5]
   b. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: _____][5]
3. How many total homes have closed with homebuyers **cumulatively**? _____
   a. Number of homes closed with homebuyers cumulatively for [*insert name of Homebuilder*]: _____[5]
   b. Number of homes closed with homebuyers cumulatively for [*insert name of Homebuilder*]: _____[5]

VII. Amenities

TOTAL [EXPECTED/ACTUAL] COSTS OF AMENITIES: $[_____]

Of the $[_____] [expected/actual] costs of the Amenities:

1. Amount spent as of Quarterly Ending Date: $[_____]
2. [Actual/Expected] completion date of Amenities: [_____]

VIII. Material Changes

Describe any material changes, if applicable:

1. **Permits and Approvals** - Since the issuance of the Bonds, have there been any material changes to permits or development approvals (including any zoning) impacting the development of the land subject to the Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.

[5] Include a line item for each individual Homebuilder.

2. **Mortgage Loans** - Since the issuance of the Bonds, have there been any material changes to mortgage loans (whether changes to an existing loan or incurrence of a new mortgage loan), if applicable, for the land subject to the Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.

3. **Builder Contracts** - Since the issuance of the Bonds, have there been any material changes to builder contracts (including but not limited to changes to price, substantial completion dates, number of lots, or other terms) with respect to the land subject to the Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.

4. **Ownership** - Since the issuance of the Bonds, other than a sale to a homebuilder pursuant to a Lot Purchase Agreement, has there been any sale, assignment or transfer of ownership of lands subject to the Assessments securing the Bonds by the Developer to any third-party developer/land bank, which was not disclosed in a previously filed Quarterly Report? If so, provide the name of the third-party and indicate whether this third-party developer/land bank has executed a Developer Acknowledgment pursuant to the Disclosure Agreement?

5. **Reserved.**

6. **Amendments** – Since the issuance of the Bonds and except as otherwise disclosed in a previously filed Quarterly Report, (i) describe any amendments or waivers to any provision of the Disclosure Agreement, including a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Reporting Parties and (ii) include a copy of the amendment, as applicable.

7. **Other** – Provide any other material information that should be disclosed.

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO
[PROVIDE QUARTERLY INFORMATION][FILE QUARTERLY REPORT]

[DATE]

Name of Issuer:	City of Georgetown, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 Project) (the "Bonds")
CUSIP Numbers:	[insert CUSIP Numbers]
Date of Delivery:	_____, 20__

NOTICE IS HEREBY GIVEN that _____, a _____ (the ["Developer[1]"] ["Significant Homebuilder"]) has not provided the [Quarterly Information][Quarterly Report] [the [Quarterly Information][Quarterly Report] was not filed in a timely manner due to [_____]] for the period ending on [*Insert Quarterly Ending Date*] with respect to the Bonds as required by the Continuing Disclosure Agreement of Developer related to such Bonds, by and among Lamy 2243, Ltd., a Texas limited partnership (the "Developer"), P3Works, LLC, as Administrator, and UMB Bank, N.A., as Dissemination Agent. The [Developer][Significant Homebuilder] anticipates that the [Quarterly Information][Quarterly Report] will be [provided][filed] by _____.

Dated: _____

UMB Bank, N.A.,
on behalf of the Developer,
as Dissemination Agent

By: _____

Title: _____

cc: City of Georgetown, Texas

[1] If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT C

TERMINATION NOTICE

[DATE]

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 Numbers.	[insert CUSIP Numbers]
Date of Delivery:	_____, 20__

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

Lamy 2243, Ltd.
100 Congress Avenue, Suite 1450
Austin, Texas 78701

[Significant Homebuilder]

NOTICE IS HEREBY GIVEN that _____, a _____ (the ["Developer[1]"] ["Significant Homebuilder"]) is no longer responsible for providing [any Quarterly Information][the Quarterly Report] with respect to the Bonds, thereby terminating such party's reporting obligations under the Continuing Disclosure Agreement of Developer related to such Bonds, by and among Lamy 2243, Ltd., a Texas limited partnership (the "Developer"), P3Works, LLC, as Administrator, and UMB Bank, N.A., as Dissemination Agent.

Dated: _____

P3Works, LLC
on behalf of [Developer][Significant Homebuilder],
as Administrator)

By: _____

Title: _____

[1] If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT D

CERTIFICATION LETTER

[DATE]

Name of Issuer:	City of Georgetown, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 Project)
CUSIP Numbers:	[insert CUSIP Numbers]
Quarterly Ending Date:	_____, 20__

Re: Quarterly Report for Bluffview Public Improvement District – Improvement Area #1

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of Developer related to the captioned Bonds by and among Lamy 2243, Ltd., a Texas limited partnership[1] (the "Developer"), P3Works, LLC, as Administrator, and UMB Bank, N.A., as Dissemination Agent, this letter constitutes the certificate stating that the Quarterly Information, provided by [Developer][_____, as a "Significant Homebuilder"], contained in this Quarterly Report herein submitted by the Administrator, on behalf of the [Developer][Significant Homebuilder], constitutes the [portion of the] Quarterly Report required to be furnished by the [Developer][Significant Homebuilder]. Any and all Quarterly Information, provided by the [Developer][Significant Homebuilder], contained in this Quarterly Report for the three month period ending on [*Insert Quarterly Ending Date*], to the best of my knowledge, is true and correct, as of [insert date].

Please do not hesitate to contact our office if you have any questions or comments.

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

[OR
SIGNIFICANT HOMEBUILDER
(as Significant Homebuilder)]

By: _____
Name: _____
Title: _____

[1] If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT E

FORM OF ACKNOWLEDGMENT OF ASSIGNMENT OF DEVELOPER REPORTING OBLIGATIONS

[DATE]

[INSERT ASSIGNEE CONTACT INFORMATION]

Re: Bluffview Public Improvement District – Improvement Area #1 – Continuing Disclosure Obligation

Dear _____,

Per [*Insert name of applicable agreement*], as of _____, 20__, you have been assigned and have assumed the obligations, requirements, or covenants to construct one or more of the Improvement Area #1 Projects or Amenities (as those terms are defined in the Disclosure Agreement of Developer (as defined herein)) within Improvement Area #1 of the Bluffview Public Improvement District (the "District").

Pursuant to Section 2 of the Continuing Disclosure Agreement of Developer (the "Disclosure Agreement of Developer") by and among Lamy 2243, Ltd., a Texas limited partnership (the "Developer"), P3Works, LLC (the "Administrator"), and UMB Bank, N.A. (the "Dissemination Agent"), with respect to the "City of Georgetown, Texas, Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 Project)," any person that, through assignment, assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #1 Projects or Amenities is defined as a Developer.

As a Developer, pursuant to Section 5 of the Disclosure Agreement of Developer, you acknowledge and assume the reporting obligations of the Disclosure Agreement of Developer for the property which is owned as detailed in the Disclosure Agreement of Developer, which is included herewith.

Sincerely,

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

Acknowledged by:
[INSERT ASSIGNEE NAME]
By: _____
Title: _____

EXHIBIT F

FORM OF SIGNIFICANT HOMEBUILDER ACKNOWLEDGMENT

[DATE]

[INSERT SIGNIFICANT HOMEBUILDER CONTACT INFORMATION]

Re: Bluffview Public Improvement District – Improvement Area #1 – Continuing Disclosure Obligation

Dear _____,

As of _____, 20__, you own ____ lots within Improvement Area #1 of Bluffview Public Improvement District (the "District"). Pursuant to Section 2 of the Continuing Disclosure Agreement of Developer related to the captioned Bonds (the "Disclosure Agreement of Developer") by and among Lamy 2243, Ltd., a Texas limited partnership (the "Developer"), P3Works, LLC (the "Administrator"), and UMB Bank, N.A. (the "Dissemination Agent"), with respect to the "City of Georgetown, Texas, Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 Project)," any entity that owns 10 or more of the single family residential lots within Improvement Area #1 of the District is defined as a Significant Homebuilder.

As a Significant Homebuilder, pursuant to Section 6 of the Disclosure Agreement of Developer, you acknowledge and assume the reporting obligations under Sections 3 and 4(b) of the Disclosure Agreement of Developer for the property which is owned as detailed in the Disclosure Agreement of Developer, which is included herewith.

Sincerely,

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

Acknowledged by:
[INSERT ASSIGNEE NAME]
By: _____
Title: _____

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APPENDIX F

DEVELOPMENT AND AUTHORIZED IMPROVEMENTS AGREEMENT

DEVELOPMENT AND AUTHORIZED IMPROVEMENTS AGREEMENT
between
THE CITY OF GEORGETOWN
and
LAMY 2243, LTD.
and
AND A.C. WEIR PROPERTIES, LTD.
(Bluffview Subdivision)

This Development and Authorized Improvements Agreement (the "Agreement") is entered into by and 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"), acting by and through their respective authorized representatives. A.C. Weir Properties, Ltd., a Texas limited partnership ("Weir"), has executed this Agreement for the purpose of consenting to the terms and conditions of this Agreement pertaining to the Additional Weir Parkland (defined herein), the Amended Wastewater Easement (defined herein), and, if applicable, an Access Easement (defined herein).

WHEREAS, Developer owns approximately 68.080 acres of land located in the corporate limits of the City of Georgetown, Williamson County, Texas, as more particularly described in that certain "Special Warranty Deed," by and between Weir and Developer dated to be effective on March 29, 2013, and recorded in the Official Public Records of Williamson County, Texas as Document No. 2013028282 and generally depicted in the attached **Exhibit "A"** (the "Developer Property").

WHEREAS, Developer is under contract to purchase from Weir approximately 23.866 acres of land, situated west of and adjacent to the Developer Property within the City's extraterritorial jurisdiction in Williamson County, Texas, which is more particularly described by metes and bounds and surveyor's sketch in the attached **Exhibit "B"** (the "Additional Weir Parkland").

WHEREAS, by petition to the City dated December 28, 2021 Developer requested creation of a Public Improvement District ("PID") over the Developer Property as allowed by Chapter 372 of the Texas Local Government Code (the "PID Act"), and on March 22, 2022, the City Council approved the PID Resolution (defined herein) and created a PID over the Developer Property.

WHEREAS, to satisfy the City's parkland dedication requirements and as additional consideration for the City's creation of the PID on the Developer Property, the Developer

is required to construct the Authorized Improvements (defined herein), and to convey the Developer Parkland (defined herein) and cause Weir to convey the Additional Weir Parkland to the City, all at no cost to the City, in accordance with the terms and conditions of the PUD Ordinance (defined herein), the Financing Agreement (defined herein), and this Agreement.

WHEREAS, this Agreement addresses the transfer to and dedication of the Developer Parkland and the Additional Weir Parkland to the City, construction of the Authorized Improvements (defined herein), and Development of the Developer Property and the Additional Weir Parkland.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. DEFINITIONS

When capitalized, the following terms and phrases used in this Agreement shall have the meanings set forth below:

1.01 "ADA" shall mean the Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213 (2013), as may be amended from time to time in the future or State's Texas Architectural Barriers Act (TABA).

1.02 "Access Easement" shall mean a temporary or permanent easement in favor of the City in Approved Form located within the boundaries of the Developer Property or the Additional Weir Parkland providing access to an Authorized Improvement, or the Amended Wastewater Easement until such time as a public road providing access to same is Complete or, in the case of the San Gabriel Regional Trail Extension, or an Authorized Improvement to be placed in the Parkland, until such time as ownership of the portion of the Parkland where the Authorized Improvement is located is transferred to the City.

1.03 "Additional Weir Parkland" shall mean the approximately 23.866 acres of land owned, as of the Effective Date, by A.C. Weir Properties, Ltd., a Texas limited partnership, which Developer contractually controls, situated west of and adjacent to the Developer Parkland within the City's extraterritorial jurisdiction in Williamson County, Texas, which is more particularly described by metes and bounds and surveyors sketch on the attached **Exhibit "B"**, where Developer is required to construct certain Parkland Improvements and, if required by the Approved Plans, a portion of the Wastewater Line,

and which Weir or Developer is required to convey, cause to be conveyed, to the City for use as public parkland in accordance with the requirements of **Section 5.14** of this Agreement.

1.04 "Additional Weir Parkland Deed" shall mean the deed transferring the Additional Weir Parkland to the City, at no cost to the City, from Weir to the City in the Approved Form attached as **Exhibit "C"** to this Agreement, when required by **Section 5.14** of this Agreement.

1.05 "Amended Wastewater Easement" shall mean the amendment to the Wastewater Easement dated June 5, 2007 recorded in the Official Public Records of Williamson County as Document No. 2007048915 by and between A.C. Weir Properties, Ltd. and the City in the Approved Form attached as **Exhibit "H"** to this Agreement and to be recorded at Developer's expense in the Official Records of Williamson County, Texas executed by both Developer and Weir allowing the San Gabriel Regional Trail Extension to be constructed by others within the boundaries of the "Easement Area" described in more detail in the Amended Wastewater Easement which shall consist of those areas of the above referenced Wastewater Easement located within the Developer Parkland and Additional Weir Parkland.

1.06 "Applicable Laws" means the PID Act and all other laws or statutes, rules, or regulations of the City, the State of Texas or the United States, as the same may be amended from time to time, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived. The term also includes, without limitation the following: this Agreement, the Approved Plans, the City's Code of Ordinances, UDC, Construction Specifications and Standards Manual, and Drainage Criteria Manual, and all other City-adopted or City-approved ordinances, resolutions, orders, codes, specifications, standards, policies, manuals, and other actions of the City pertaining to design, construction, and conditions for the City's acceptance of the Authorized Improvements for ownership, operation, and maintenance.

1.07 "Approved Form" shall mean (a) as to a Utility Easement, the Utility Easement Form, Water Line Easement Form or Wastewater Easement Form (as applicable) promulgated by the City, available online at https://realestate.georgetown.org/convey-property-to-the-city/, as said City- promulgated forms may be revised by the City from time to time; (b) as to the Additional Weir Parkland Deed, the form of deed attached as **Exhibit "C"**; (c) as to the Developer Parkland Deed, the form of deed attached as **Exhibit "E"**; (d) as to any other easement required whose form is not attached to this Agreement or promulgated by the City and made available on-line or on request to the City Attorney's Office, the easement agreed to in form and substance by the City; (e) as to the

Fire Truck Turnaround Easement, the form of easement attached as **Exhibit "G"**; (f) as to the Amended Wastewater Easement, the form of easement attached as **Exhibit "H"**; and (g) as to an Access Easement, the Access Easement Form promulgated by the City, available online at https://realestate.georgetown.org/convey-property-to-the-city/, as said City- promulgated forms may be revised by the City from time to time.

1.08 "Approved Plan" shall mean, for each Authorized Improvement, the final City-engineer approved construction plan for same. This term shall also include and encompass all applicable provisions of the Applicable Laws pertaining to an Authorized Improvement.

1.09 "Architectural Standards" shall mean, as to single family residential structures and condominiums within the PID, the standards attached as **Exhibit "O-1"** to this Agreement.

1.10 "Authorized Improvements" shall mean, the improvements authorized under Section 372.003 of the Act, as more specifically described in Section III of the PSAP, as may be subsequently modified or amended as provided in the SAP, which improvements shall be accepted for ownership by the City or for public use (e.g. public easement), including District Formation Expenses, First Year Annual Collection Costs, and Bond Issuance Costs (each as defined in the SAP), if PID Bonds are issued.

1.11 "Bluffview Drive" shall mean the collector-level roadway of varying widths (2-lane collector and 4-lane collector) to be constructed by Developer on the Developer Property in accordance with the requirements of this Agreement commencing at Leander Road/FM 2243, continuing northward through the Developer Property, and ending at the beginning of the Park Entrance Road, as generally shown on Exhibit C.3 and Exhibit C.4, attached to the PUD Ordinance.

1.12 "Bluffview Drive Enhancements" shall mean and include all of the following:

1.12.01 a monument sign with a max height of 6 feet and no larger than one hundred fifty (150) square feet, made of materials and lettering consistent with the PUD with letters stating the name of the Project and identifying the "South San Gabriel River Trailhead" as depicted on "**Exhibit Q-1**" attached hereto, with the final design subject to the approval of the City's Representative, to be constructed by Developer on the median of Bluffview Drive near its intersection with FM 2243/Leander Road as generally depicted on the attached "**Exhibit Q-1**;"(the "**Bluffview Entry Monument**").

1.12.02 the Shared Use Path (defined herein);

1.12.03 a five-foot wide sidewalk on the opposite side of Bluffview Drive from the Shared Use Path (the "**Bluffview Drive Sidewalk**");

1.12.04 at least eight park benches placed along the Shared Use path or five-foot sidewalk;

1.12.05 A screening wall with a height of (6) foot located within an Enhanced Area Easement in Approved Form which is outside of (i.e., in addition to, not within or overlapping) any other easement, including a public utility easement (provided, however, perpendicular crossings for dry/wet utilities and/or communication facilities shall be allowed on a limited basis), situated alongside both sides of Bluffview Drive made of rock or stone with the final design subject to the approval of the City Representative, to be constructed by Developer along the sides of Bluffview Drive that border the areas designated as "MF-1" and "RS" on Exhibit C.2 of the PUD Ordinance, up to the Park Entrance Road (collectively, the "**Bluffview Drive Screening Walls**"). The portion of the Bluffview Drive Screening Wall bordering the area designated as "MF-1" shall be referred to as the "**MF Bluffview Drive Screening Wall**" and the portion of the Bluffview Drive Screening Wall bordering the area designated as "RS" shall be referred to as the "**SF Bluffview Drive Screening Wall**";

1.12.06 a mail center made of native stone; and

1.12.07 irrigated landscaping situated alongside Bluffview Drive and the Shared Use Path as more particularly described in Section 4.1.1 of, and Exhibit C.4 attached to, the PUD Ordinance, and the additional landscaping described in the attached **Exhibit "R."**

1.13 "Bluffview Natural Area" or "BNA" shall mean the approximately 1.3 acres of private open space within the Developer Property in the location generally shown on Exhibit C.2, Exhibit C.5, and Exhibit C.6 attached to the PUD Ordinance.

1.14 "Bluffview Trail" shall mean an eight-foot (8') wide concrete trail with potentially up to two low water crossings to be constructed by Developer in accordance with the requirements of this Agreement commencing at the Trailhead Parking Lot, crossing through the Parkland, and connecting to the San Gabriel Regional Trail Extension, in the location generally shown on the attached **Exhibit "K"**.

1.15 "BNA Enhancements" shall mean all of the following:

1.15.01 a five foot (5') wide ADA-compliant concrete sidewalk looping the perimeter of the Bluffview Natural Area and connecting to the existing sidewalk in River Down Road and to the street constructed by Developer along the east side of the Developer Property; and

1.15.02 three park benches; and

1.15.03 four parallel parking spaces on the street to be constructed by Developer along the west side of the Developer Property adjacent to the Bluffview Natural Area, together with signage in a form and location approved by the City' Representative stating that the parking places are reserved for visitors to the Bluffview Natural Area; and

1.15.04 a wrought iron or rod fence,

all as generally shown on Exhibit E.8 attached to the PUD Ordinance.

1.16 ""Completion", "Complete", or "Completed," "Completing" shall mean and be deemed to have occurred for each Authorized Improvement on the date all of the following events have occurred for the relevant Authorized Improvement:

- construction of an Authorized Improvement is substantially complete such that the Authorized Improvement is capable of being fully operational pending final acceptance of the Authorized Improvement for use by the Owners Association or City, whichever is accepting same for ownership; and
- as to engineered Authorized Improvements, the design engineer has certified in writing to the City that the Authorized Improvement is Complete and provided record drawings for same; and
- all testing and inspections by the Owners Association or City, whichever is accepting the Authorized Improvement for ownership and maintenance, of the Authorized Improvement have been successfully conducted, all final written approvals required for use, operation and maintenance from such entity have been obtained, and the Owners Association or City, as appropriate, has (in writing) accepted the Authorized Improvement for ownership, use, operation and maintenance; and
- the City has received and approved all Completion Documentation and Dedication Documentation for the Authorized Improvement, and, if appropriate, the Maintenance Agreement related to the Authorized Improvement has been executed.

1.17 "Completion Documentation" shall mean (a) the Maintenance Security for a Completed Authorized Improvement; and (b) a set of construction plans for a Completed Authorized Improvement certified record drawings by the engineer responsible for preparing the Approved Plan for same; (c) all third-party warranties and guarantees associated with the Authorized Improvement; and (d) Easements in the applicable Approved Form associated with the Authorized Improvement.

1.18 "Cure Period" shall have the meaning specified in Section 11.01.

1.19 "Dedication Documentation" shall mean and include all of the following, as applicable:

- As to a Utility Easement, Access Easement, Enhanced Area Easement, and the Fire Truck Turnaround Easement, a draft easement instrument in the applicable Approved Form; the legal description (metes and bounds or platted lot) and map or sketch of the proposed easement area prepared by a licensed surveyor registered to practice in the State of Texas; and a current title commitment in favor of the City subject only to the standard, pre-printed exceptions that are part of the promulgated form of Texas title insurance policies and the Permitted Exceptions; an ownership and lien affidavit covering the land; a policy of title insurance for the land to the City in reflecting a value of $1.00 per square foot.

- As to a Parkland Deed, a draft instrument in the Approved Form, the legal description (metes and bounds) and map or sketch of the applicable Parkland Property prepared by a licensed surveyor registered to practice in the State of Texas; an ownership and lien affidavit covering the applicable Parkland Property; and a current title commitment in favor of the City subject only to the standard, pre-printed exceptions that are part of the promulgated form of Texas title insurance policies and the Permitted Exceptions; an ownership and lien affidavit covering the land; a policy of title insurance policy for the land to the City reflecting a value of $1.00 per square foot.

1.20 "Designated Successors and Assigns" shall mean an entity reasonably determined by the City to have the financial, technical, and managerial capacity and experience to perform the duties and/or obligations of Developer under this Agreement, and to which Developer assigns (in writing) all or a portion of its rights and obligations contained in this Agreement and such Designated Successor and Assign assumes in writing.

1.21 "Develop," "Developed," or "Development" shall mean the initiation of any activity governed by the UDC related to land or property modification whether for imminent or future construction activities including but not limited to, division of a parcel of land into two or more parcels; alteration of the surface or subsurface of the land including grading, filling, or excavating; clearing or removal of natural vegetation and/or trees in preparation of construction activities; installation of public infrastructure including utilities, roadways and drainage facilities, the Authorized Improvements; and construction of impervious surfaces. Exclusions from this definition are repairs to existing utilities; minimal clearing of vegetation for surveying and testing; and bona fide agricultural activities.

1.22 "Developer" shall mean Lamy 2243, Ltd., a Texas limited partnership.

1.23 "Developer Funded Improvements" shall mean the improvements that are funded entirely by the Developer and are not eligible for repayment by PID assessments or PID bonds; provided that, for the avoidance of doubt, such term does not include the improvements to be funded entirely by the Developer without reimbursement to the extent the amount of Authorized Improvements exceeds the amount of the Reimbursement Obligation, as that term is to be defined in the Service and Assessment Plan for the PID and/or the Financing Agreement.

1.24 "Developer Parkland" shall mean the approximately 14 acres out of the Developer Property generally located in the area labeled as "Dedicated Public Parkland" in Exhibit C.2 and Exhibit C.5 attached to the PUD Ordinance where Developer is required to construct certain Parkland Improvements and, if required by the Approved Plans, a portion of the Wastewater Line, and to convey to the City for public parkland purposes in accordance with the requirements of this Agreement.

1.25 "Developer Parkland Deed" shall mean the deed in the Approved Form attached as **Exhibit "E"** to this Agreement.

1.26 "Developer Property" shall mean the approximately 68.080 acres of land located in the corporate limits of Georgetown, Williamson County, Texas, as more particularly described in that certain "Special Warranty Deed," by and between Weir and Developer dated to be effective on March 29, 2013, and recorded in the Official Public Records of Williamson County, Texas as Document No. 2013028282 and described and depicted in the attached **Exhibit "A"**.

1.27 "Drainage Easement – Parkland" shall mean one or more defined area easements (i.e., not a blanket easement) reserved by Developer in the applicable Parkland Deed, located within the Developer Parkland or the Additional Weir Parkland, as applicable), in form and substance approved by the City, and meeting the requirements set forth in Section 7.09 of this Agreement.

1.28 "Easements" shall mean, collectively, the following easements in favor of the City in the appropriate Approved Form, and individually shall mean the one of them specified: Access Easement, Drainage Easement, Utility Easement, Fire Truck Turnaround Easement, the Amended Wastewater Easement, and the Enhanced Area Easements.

1.29 "Effective Date" shall mean the latest date accompanying the signature lines of the Parties' duly authorized representatives on this Agreement.

1.30 "End Buyer" shall mean an owner, tenant or occupant of a legal lot, regardless of the proposed use of such legal lot.

1.31 "Enhanced Area Easements" means the Easements in Approved Form for the Bluffview Drive Enhancements, BNA Enhancements, Southwest Bypass Screening Wall, and the Parkland Improvements. No Enhanced Area Easement may be located within or overlap in any way any other easement (including, but not limited to) a public utility easement.

1.32 "Financial Security" shall mean an irrevocable letter of credit from an issuer meeting the requirements of the UDC and the City's minimum criteria for issuers, in a form acceptable to the City Attorney, in the amount of 125% of the City-approved engineer's estimated cost of Completing, or causing Completion of, the applicable Required PID Improvement.

1.33 "Fire Truck Turnaround Easement" shall mean an easement in Approved Form located on the Developer Property along the Parkland Entry Road just south of the boundary between the Developer Property and the Additional Weir Parkland.

1.34 "Force Majeure" shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism or other public enemies; orders of any kind by the government of the United States, the State of Texas, Williamson County, the City, the Texas Commission on Environmental Quality, or any other agency of the any of the foregoing or any other civil or military authority with jurisdiction over the Project (as such orders may be amended and supplemented by guidance memoranda, administrative rules and regulations, and ordinances); insurrections; riots; epidemics and pandemics; landslides, earthquakes, lightning, fires, hurricanes, tornadoes, storms, floods, washouts, other natural disasters; arrests; restraint of government and people; civil disturbances; explosions; unforeseeable interruptions of supply chains necessary for a Party's performance; or other causes not reasonably within the control of the Party claiming such inability. The term shall not mean or include inability by Developer to make any payments to the City or to its contractors and lenders.

1.35 "Lender" shall mean any person or entity loaning funds to Developer for the acquisition, development and/or refinancing of any of the Developer Property or the Additional Weir Parkland, for financing any payments to be made by Developer

hereunder, or for the construction of the Authorized Improvements who takes a collateral interest in this Agreement as contemplated by **Section 13.13.05** of this Agreement.

1.36 "MF-1 Area Public Streets" shall mean the streets within the area described as having the zoning designation of MF-1 in the PUD Ordinance, if the MF-1 Area is developed and those streets are dedicated to the City as public streets.

1.37 "Maintenance Agreement" shall mean the Maintenance Agreement between the City, Developer, and the Owners Association(s) in a form attached as **Exhibit "P"** requiring perpetual maintenance and repair of certain Authorized Improvements (as specified in this Agreement) by the Owners Association(s).

1.38 "Maintenance Period" shall mean, as to an Authorized Improvement, the period beginning on the later of (a) for Authorized Improvements that are not Parkland Improvements, the effective date of the bill of sale or other action transferring the Authorized Improvement to the City; or (b) for Parkland Improvements, the date that the Parkland Deed for the land on which the Authorized Improvement is situated is recorded in the Official Public Records of Williamson County, Texas, and ending on the date that is two (2) years after the beginning of the period.

1.39 "Maintenance Security" shall mean a bond, letter of credit, or cash held in escrow, as the City may determine in its sole discretion and in a form reasonably acceptable to the City, in the amount of one hundred ten percent (110%) of the total cost of constructing each Authorized Improvement.

1.40 "Multi-Family Site" shall mean that portion of the Developer Property west of Bluffview Drive having the base zoning classification of "MF-1" as generally shown on Exhibit C.1 and Exhibit C.2 attached to and further described in the PUD Ordinance.

1.41 "Owners Association" shall mean a property owners' association and/or homeowners' association and/or condominium unit owners' association formed and operating under the applicable laws of the State of Texas where membership is appurtenant to ownership of single-family legal lots or condominium unit shown on a subdivision plat for the Developer Property, or to ownership of the Multi-Family Site (or a portion thereof) if the Multi-Family Site is Developed as apartments, as applicable.

1.42 "Parkland" shall mean, collectively, the Developer Parkland and the Additional Weir Parkland.

1.43 "Parkland Deeds" shall mean, collectively, the Developer Parkland Deed and the Additional Weir Parkland Deed.

1.44 "Parkland Entry Road" shall mean the roadway to be constructed by Developer in conformance with the UDC's standards for driveways, except as follows: (a) the roadway shall be at least 24 feet wide (measured back of curb to back of curb); (b) the roadway shall have a maximum slope of 15%; (c) the roadway shall have curbs, but the type of curbing may vary (as long as the type is allowed by the UDC); (d) the roadway shall have a 5-foot wide concrete sidewalk on one side following the slope of the centerline of the Parkland Entry Road and which is required to comply with the ADA requirements for sidewalk slopes unless the sidewalk slope falls into an exception within the ADA and/or the regulations implementing the ADA codified at 28 C.F.R. Chs. 35 (title II) and 36 (title II) or State's Texas Architectural Barriers Act (TABA); (e) the roadway shall include the Fire Truck Turnaround Easement. The Parkland Entry Road shall commence at the terminus of Bluffview Drive on the Developer Property and terminate at the Trailhead Parking Lot on the Additional Weir Parkland, in the location generally shown on Exhibit C.2, Exhibit C.3, and Exhibit C.5 attached to the PUD Ordinance.

1.45 "Parkland Improvements" shall mean, collectively, the Parkland Entry Road, Trailhead Entry Sign, Trailhead Parking Lot, and Bluffview Trail. When singular, the term shall mean one of the Parkland Improvements.

1.46 "Parties" shall mean, collectively, the City, Developer, and Weir, with the qualification that Weir is executing this Agreement solely to evidence its consent to the obligations related to the Additional Weir Parkland and the Amended Wastewater Easement. When singular, the term shall refer to one of the Parties.

1.47 "Pedestrian Linkage(s)" shall mean five foot (5') wide sidewalk(s) to be constructed by Developer in accordance with the specifications set forth in the UDC and generally located where shown on Exhibit C.2 attached to the PUD Ordinance. The final alignments will be included in the Approved Plan.

1.48 "Permitted Exceptions" shall mean, as to each of the Parkland Deeds, (i) easements, restrictions and other encumbrances listed on the attached **Exhibit "B-1"** (Weir Additional Parkland) **and Exhibit "E-1"** (Developer Parkland), (ii) all City utility easements, and (iii) all matters reflected on a subdivision plat approved by the City. [The Drainage Easement Parkland will also be a Permitted Exception.]

1.49 "Phase 1 Building Permits" shall mean a maximum of ten (10) building permits for single family residences, no more than four (4) of which may be for model homes, located on the Developer Property but not on the Multi-Family Site.

1.50 "PID Bonds" shall mean special assessment revenue bonds to be issued by the City in one or more series to reimburse Developer for the cost of certain public infrastructure benefitting the Project in accordance with the terms and conditions of Chapter 372 of the Texas Local Government Code, the PID Resolution, and the Financing Agreement (defined in **Section 8.01** of this Agreement).

1.51 "PID Dissolution Agreement" shall mean the agreement executed by duly authorized representative(s) of owner(s) of the Developer Property meeting the requirements of Chapter 372 of the Texas Local Government Code requesting dissolution of the PID in substantially the form attached as **Exhibit "M".**

1.52 "PID Resolution" shall mean City Resolution No. 032222-AA adopted by the City Council on March 22, 2022 creating a PID on the Developer Property.

1.53 "Private Agreement" shall mean the Amended and Restated Development Agreement between Developer and Weir dated to be effective on _____, 2023, which is attached to this Agreement as **Exhibit "N,"** including all exhibits and attachments to same.

1.54 "Private Open Space" shall mean the approximately 1.5 acres of environmentally sensitive land on the west side of Bluffview Drive in the location generally shown on Exhibit C.2 and Exhibit C.5 attached to the PUD Ordinance which is to be maintained as private, open, green space, and which is to be conveyed by Developer to a Designated Successor or Assign or the Owners Association for ownership, maintenance and repair in accordance with the Maintenance Agreement. The Private Open Space is in addition to any parkland dedication requirements required by the UDC or this Agreement.

1.55 "Project" shall mean the Development of the Developer Property and the Additional Weir Parkland, the construction of the Authorized Improvements, and the conveyance to the City of the Easements, Developer Parkland, and the Additional Weir Parkland all in conformity with this Agreement and the PUD Ordinance.

1.56 "PSAP" means the Bluffview Public Improvement District Preliminary Service and Assessment Plan. The PSAP will be replaced by the Service and Assessment Plan (the "SAP"), upon the City's approval of the SAP.

1.57 "Public Improvement" shall mean and include the Authorized improvements, as well as any other water, wastewater, transportation, drainage and other improvements to be transferred to the City after Completion by Developer and acceptance by the City.

1.58 "PUD Ordinance" shall mean City of Georgetown Ordinance No. _____ and all of its attachments relating to Development of the Developer Property. The PUD Ordinance is incorporated into this Agreement by this reference for all purposes.

1.59 "Required PID Improvements" shall mean, collectively, the Parkland Improvements, the Bluffview Drive Enhancements, the Southwest Bypass Screening Wall, the Transportation Improvements, and the BNA Enhancements. When plans are approved by the City for each of the Required PID Improvements, the City agrees its approval is deemed acknowledgement that the scope of the applicable Required PID Improvement has been satisfied so long as the applicable improvement is constructed in compliance with the approval plans.

1.60 "Shared Use Path" shall mean a ten foot (10') wide concrete sidewalk to be constructed by Developer running continuously alongside the landscaping strip that borders the east side of Bluffview Drive, beginning at the intersection of Bluffview Drive and Leander Road/FM 2243 and terminating at the beginning of Parkland Entry Road, generally shown on Exhibits C.2 and C.5 attached to the PUD Ordinance.

1.61 "San Gabriel Regional Trail Extension" shall mean the "Phase 3 Segment of the Guy Tract Regional Trail" to be constructed by H4 WR, L.P., a Texas limited partnership, on the Parkland, pursuant to that certain "First Amendment to Consent Agreement," dated to be effective on July 16, 2018 between the City; Wolf Legacy, L.P., a Texas limited partnership; H4 WR, L.P., and Williamson County Municipal Utility District No. 29, recorded in the Official Public Records of Williamson County, Texas at Document No. 2018062670, and which is described in more detail in City Ordinance No. 2018-26, at Exhibit G-2, the general location of which is shown on Exhibit C.5 attached to the PUD Ordinance.

1.62 "Single Family Site" shall mean that portion of the Developer Property east of Bluffview Drive having the base zoning classification of "RS" as shown on Exhibit "C-1" attached to and further described in the PUD Ordinance.

1.63 "Southwest Bypass Screening Wall" shall mean a six (6) foot high screening wall bordering the area designated as "MF-1" on Exhibit C.1 of the PUD, made of rock or stone, consistent with the Engineering Report, with the initial design subject to the

approval of the City Representative but in any case must be located within an Easement in Approved Form which is outside of (i.e., in addition to, not within or overlapping) the required 15′ public utility easement (PUE) so as not to interfere with the 15′ PUE, to be constructed by Developer along the entire length of the Developer Property that borders the Southwest Bypass; provided, however, perpendicular crossings of the 15' PUE for wet/dry utilities and/or communication facilities may be allowed on a limited basis.

1.64 "Trailhead Parking Lot" shall mean a paved parking lot meeting the standards for parking lots in the UDC to be constructed by Developer on the Additional Weir Parkland consisting of at least 13 vehicular parking spaces, inclusive of at least one handicapped parking space, situated at the terminus of the Parkland Entry Road in the approximate location shown on Exhibits C.2, C.3., C.5 and C.7 attached to the PUD Ordinance.

1.65 "Trailhead Entry Sign" shall mean a sign located at the head of the Trailhead Parking Lot near the area where the Bluffview Trail begins, and which is 12 feet high and 12 feet wide, with letters stating "**South San Gabriel River Trailhead**" and consisting of native stone and metal, as generally depicted on Exhibit "Q-2" attached hereto.

1.66 "Transportation Improvements" shall mean, collectively, Bluffview Drive and the Pedestrian Linkages.

1.67 "UDC" or "Unified Development Code" shall mean the Title 17 of the City of Georgetown Code of Ordinances entitled "Unified Development Code," as the same was in effect on July 9, 2019. Notwithstanding the foregoing sentence, any application, parkland, tree-related, TIA-related, or any other fees required by the UDC shall be those fees in effect at the time payment of said fees are due rather than the fees in effect on July 9, 2019.

1.68 "Utility Easement" shall mean an easement in the Approved Form for a water, wastewater, or other utility-related Authorized Improvement to be constructed by Developer and, on its completion, transferred to the City for ownership, operation, and maintenance.

1.69 "Wastewater Line" shall mean a wastewater line sized to serve the Developer Property and the Weir Outlots having a diameter to be determined by the City during design and shown on the Approved Plans, to be constructed by Developer within an internal public right of way (if the City consents to such placement, in writing) or in a Utility Easement for the Wastewater Line, commencing at a connection to the City's South San Gabriel Wastewater Interceptor (located within the boundaries of the easement recorded in the Official Records of Williamson County, Texas as Document No.

2007048915) and extending to a location to be agreed upon by Developer and Weir and approved by the City.

1.70 "Weir Outlots" shall mean, collectively, the 2.77 acre tract (+/-) situated in the southwest corner of FM 2243/Leander Road and Southwest Bypass ("Commercial Tract A"), and the 5.55 acre tract (+/-) situated in the southeast corner of the proposed Bluffview Drive and FM 2243/Leander Road ("Commercial Tract "B"), both owned by Weir and both shown in the attached **Exhibit "L."**

SECTION 2. CONDITIONS PRECEDENT

2.01 Private Agreement. The City acknowledges that Weir and Developer have delivered the fully executed Private Agreement to the City, a copy of which is attached to this Agreement as **Exhibit "N."**

2.02 Amended Wastewater Easement. The City acknowledges that Weir and Developer have delivered the fully executed and recordable Amended Wastewater Easement to the City. The City shall be authorized to record the Amended Wastewater Easement in the Official Public Records of Williamson County, Texas, at Developer's expense, after this Agreement is executed by the City and Developer.

2.03 Reimbursement of City Expenses. As additional consideration for this Agreement and as an additional condition precedent to the effectiveness of this Agreement, Developer shall pay the City's staff and outside consultant and legal fees and expenses associated with preparing of this Agreement, the Financing Agreement, and all other resolutions, ordinances, notices and other documents associated with the PID or the Project, which invoiced amounts must be received by the City on or before the date that this item is first scheduled to be considered by the City Council, and all remaining or additional amounts must be received by the City within thirty (30) days of the date the City transmits an invoice for same to Developer. Developer shall request wiring instructions from the City Manager prior to remitting payment by bank wire. Developer hereby agrees that it shall be solely responsible for reimbursement of the City expenses, and Weir shall have no responsibility for same. Developer further agrees to pay the City's staff and outside consultant and legal fees and expenses associated with preparing any amendment(s) to the Financing Agreement, and all other resolutions, ordinances, notices and other documents associated with the PID or the Project before any such amendment(s) is considered by the City Council.

2.04 Parkland Deeds. The City acknowledges that Weir and Developer have delivered fully-executed recordable Parkland Deeds to the City, which are attached to this

Agreement as **Exhibits "C" and "E."** The Parkland Deeds shall be recorded in the Official Public Records of Williamson County, Texas by the City, at Developer's expense, in accordance with **Section 5.14** of this Agreement.

2.05 PID Dissolution Agreement. Developer has executed and provided to the City the PID Dissolution Agreement.

2.06 City's Escrow Obligations. City agrees to hold the PID Dissolution Agreement and the Parkland Deeds in trust to forbear from recording same in the Official Public Records of Williamson County, Texas until such time that the conditions for recording each such document, as those conditions are set forth in this Agreement, are met for each document. Developer shall pay all costs of recordation.

2.07 Effect of Failure to Perform Conditions Precedent. This Agreement shall be void ab initio and shall have no force or effect if any one or more of the conditions precedent described in **Article 2** of this Agreement are not fully performed on or before the dates such performances are required by this Agreement. In addition, except for failures to pay the full amount due when required by **Section 2.03**, the City shall be entitled to process the PID Dissolution Agreement and dissolve the PID if any one or more of the foregoing conditions precedent are not fully performed on or before the dates such performances are required by this Agreement. For failure to pay the full amount due when required by **Section 2.03**, the City shall have the right to process the PID Dissolution Agreement and dissolve the PID if the full amount due under **Section 2.03** is not paid in full after the expiration of the Cure Period.

SECTION 3. TERM

3.01 Term. The term of the Agreement begins on the Effective Date and, unless terminated in accordance with other provisions of this Agreement, continues until the Parties' obligations hereunder are completed.

SECTION 4. DESIGNATION OF REPRESENTATIVES

4.01 City Representatives. The City designates the Director of the City's Parks and Recreation Department as its authorized representative to act on the City's behalf with respect to the portions of this Agreement pertaining to the design and construction of the Bluffview Trail and designates the Assistant City Manager overseeing the City's Planning & Development Department as the authorized representative of the City for all other purposes. The contact information for the individual City Representatives shall be as stated on the City's official website.

4.02 Developer Representative. Developer designates Chris Whitworth as its authorized representative to act on the Developer's behalf with respect to this Agreement. The contact information for the Developer Representative is in **Section 13.06** of this Agreement pertaining to Notice.

4.03 Change of Representative. The City and Developer may designate additional or different representatives at any time after providing written notice to the other of them.

SECTION 5. AUTHORIZED IMPROVEMENTS

5.01 Obligation to Fund and Complete Developer Funded Improvements**.** Developer shall Complete, or cause to be Completed, the Developer Funded Improvements at no cost to the City in accordance with the Applicable Laws and this Agreement. By its signature on this Agreement, Developer certifies that it has sufficient funds to Complete the Developer Funded Improvements and agrees to maintain sufficient funds for such purpose in the form of: (i) loan funds, (ii) funds available pursuant to a letter of credit, (iii) available cash, or (iv) any combination of (i) – (iii) as required by the City. Developer further agrees that, if requested by the City, Developer shall provide evidence of same to the City.

5.02 Obligation to Complete Authorized Improvements. Developer shall Complete, or cause to be Completed, the Authorized Improvements at no cost to the City in accordance with the Applicable Laws and this Agreement.

5.03 Completion Deadlines

5.03.01 Deadline for Required PID Improvements (*except* the MF Bluffview Screening Wall and/or the Southwest Bypass Screening Wall). Developer shall Complete, or cause Completion of, all Required PID Improvements (*except* the MF Bluffview Screening Wall and/or the Southwest Bypass Screening Wall) prior to any dwelling unit being occupied on the Developer Property. The Developer agrees not to request, and the City shall have no obligation to conduct, the final inspection of any "dwelling unit" (as the term "dwelling unit" is defined in the UDC) within the Single Family Site until the Developer has Completed, or caused the Completion of, all of the Required PID Improvements, and the City has accepted all of the Required PID Improvements for ownership and maintenance To that end, the Developer shall have the responsibility to (i) inform the City in writing that the Required PID Improvements (excluding the MF Bluffview Screening Wall and/or the Southwest Bypass Screening Wall, as may be applicable) are Complete and ready for final inspection; and (ii) request the final

inspection with the City. If the Developer fails to Complete the Required PID Improvements (save and except the MF Bluffview Drive Screening Wall and/or the Southwest Bypass Screening Wall) and transfer same to the City before December 31, 2027, subject to Force Majeure, then after the expiration of the Cure Period, the City shall be entitled to process the PID Dissolution Agreement and dissolve the PID.

5.03.02 Deadlines for MF Bluffview Screening Wall and/or the Southwest Bypass Screening Wall. Developer shall Complete, or cause the Completion of the MF Bluffview Drive Screening Wall and the Southwest Bypass Screening Wall on or before the Completion deadlines set forth in **Section 5.06.02.01** and **Section 5.06.04.02** (respectively). If either the MF Bluffview Drive Screening Wall or the Southwest Bypass Screening Wall is not completed by the applicable deadline set forth in **Section 5.06.02.02** and **Section 5.06.04.02** (respectively), subject to Force Majeure, then Developer agrees that the Southwest Bypass Screening Wall and/or the MF Bluffview Drive Screening Wall, as applicable, will become a Developer Funded Improvement(s), however, the City shall not have the right to dissolve the PID solely for Developer's failure to timely Complete the MF Bluffview Drive Screening Wall or the Southwest Bypass Screening Wall.

5.04 Wastewater Line. The City shall not be required to approve a final plat of all or any portion of the property until the Wastewater Line is Complete, or the Developer has posted, and the City has accepted, in form and amount, fiscal security for the Wastewater Line per Section 13.09 of the UDC.

5.05 Transportation Improvements.

5.05.01 Bluffview Drive. Developer must include the entire length of Bluffview Drive in the first preliminary plat of the Developer Property and construct the entire length of Bluffview Drive in one stage or phase.

5.05.02 Pedestrian Linkages. Developer may elect to construct the Pedestrian Linkages in stages or phases as described in this **Section 5.05.02**. For each plat containing all or any portion of the Pedestrian Linkages, Developer shall include construction plans for the Pedestrian Linkages (and the related stormwater permit applications) within the submittal of the overall construction plans for other public improvements associated with said plat. Developer must (i) post Financial Security for or (ii) Complete, or cause Completion, the portion of the Pedestrian Linkage shown on a plat prior to the timeframe set forth in **Section 5.03.01**. Developer shall include a plat note on the recorded plat stating that the

Owners Association is responsible for maintaining the Pedestrian Linkages in perpetuity in accordance with the Maintenance Agreement, and that the City shall not maintain the Pedestrian Linkages. Developer shall dedicate the Pedestrian Linkages to the public via plat recordation.

5.06 Bluffview Drive Enhancements and Southwest Bypass Screening Wall.

5.06.01 Shared Use Path, Bluffview Drive Sidewalk, and Bluffview Entry Monument. Developer shall submit to the City construction plans (and the related stormwater permit applications) for the Shared Use Path, Bluffview Drive Sidewalk, and Bluffview Entry Monument simultaneously with construction plans (and the related stormwater permit applications) for Bluffview Drive. Developer shall cause Completion of the Shared Use Path, Bluffview Drive Sidewalk, and the Bluffview Entry Monument to occur on or before the deadline set forth in **Section 5.03.01**.

5.06.02 Bluffview Drive Screening Walls. Developer shall construct the Bluffview Drive Screening Walls. The Bluffview Drive Screening Walls must not be placed in or overlap any other Easement or public utility easement; provided, however, perpendicular crossings for wet/dry utilities and/or communication facilities within other easements may be allowed under the terms and conditions set forth in City Code of Ordinances Chapter 12.09. The Bluffview Drive Screening Walls must be Completed in their entirety when required by this Section.

5.06.02.01 SF Bluffview Drive Screening Walls. Developer shall submit construction plans for the SF Bluffview Drive Screening Wall to the City simultaneously with submittal of construction plans for other public improvements associated with the first final plat(s) for any portion of the Single Family Site. Regardless of whether Financial Security is provided by Developer to the City for the SF Bluffview Drive Screening Wall as allowed by **Section 5.13.01** of this Agreement, Developer shall Complete construction of the SF Bluffview Screening on or before the deadline set forth in **Section 5.03.01**.

5.06.02.02 MF Bluffview Drive Screening Walls. Developer shall submit construction plans for the MF Bluffview Drive Screening Wall to the City simultaneously with submittal of the construction plans for other public improvements for all or any portion of the Multi-Family Site. Regardless of whether Financial Security is provided by Developer to the City for the MF Bluffview Drive Screening Wall as allowed by Section 5.13.01 of this

Agreement, Developer shall Compete construction of the MF Bluffview Drive Screening Wall not later than the date that the first certificate of occupancy or its equivalent, authorizing occupancy) is issued for any structure on the Multi-Family Site. In addition, if Developer fails to Compete construction of the MF Bluffview Drive Screening Wall when required by this Agreement, the terms of **Section 5.03.02** will apply and the MF Bluffview Drive Screening Wall will become a Developer Funded Improvement.

5.06.03 Remaining Bluffview Drive Enhancements. Developer shall cause the remaining Bluffview Drive Enhancements not addressed in Sections 5.06.02, above, (e.g., the irrigated landscaping and the benches) to be installed concurrently with the construction of the Shared Use Path. Developer must submit the plans for the remaining Bluffview Drive Enhancements (and the related stormwater permit applications) simultaneously with the construction plans (and the related stormwater permit applications) for Bluffview Drive. Developer shall cause Completion of the initial planting of the landscaping to occur prior to the timeframe set forth in **Section 5.03.01**.

5.06.04 Southwest Bypass Screening Wall. Developer shall construct the Southwest Bypass Screening Wall. The Southwest Bypass Screening Wall must not be placed in or overlap any other Easement or public utility easement; provided, however, perpendicular crossings within other easements for dry/wet utilities and/or communication facilities may be under the terms and conditions set forth in City Code of Ordinances Chapter 12.09.

5.06.04.01 Developer shall submit construction plans for the Southwest Bypass Screening Wall to the City simultaneously with submittal of the construction plans for other public improvements for all or any portion of the Multi-Family Site.

5.06.04.02 Regardless of whether Financial Security is provided by Developer to the City for the Southwest Bypass Drive Screening Wall as allowed by Section 5.13.01 of this Agreement, Developer shall Compete construction of the Southwest Bypass Screening Wall not later than the date that the first certificate of occupancy is issued for any structure on the Multi-Family Site. In addition, if Developer fails to Compete construction of the Southwest Bypass Screening Wall when required by this Agreement, the terms of **Section 5.03.02** will apply and the Southwest Bypass Screening Wall will become a Developer Funded Improvement.

5.07 Building Permit Limits. The City shall not be required to issue any building permits (or certificate of occupancy or the equivalent, authorizing occupancy) other than the Phase 1 Building Permits until the Required PID Improvements (other than the MF Bluffview Screening Wall and/or Southwest Bypass Screening Wall, as applicable) are Completed.

5.08 BNA Enhancements. Developer shall construct the BNA Enhancements. Developer shall submit to the City construction plans for the BNA Enhancements (and the related stormwater permit applications) simultaneously with submittal of construction plans for other public improvements associated with the first plat for any portion of the Developer Property bordering or situated immediately adjacent to the Bluffview Natural Area. Developer must (i) post Financial Security for or (ii) Complete or cause Completion to occur, of BNA Enhancements, and provide detailed documentation of same to the City, prior to recording said final plat in the Official Public Records of Williamson County, Texas.

5.09 Maintenance of Bluffview Drive Enhancements, the Southwest Bypass Screening Wall, and the BNA Enhancements. Developer shall dedicate the Bluffview Drive Enhancements, the Southwest Bypass Screening Wall, and the BNA Enhancements to the public via plat, public easement and/or other agreed upon instrument. The Bluffview Drive Enhancements, the Southwest Bypass Screening Wall, and the BNA Enhancements shall be maintained by the Owners Association(s) in perpetuity in accordance with the Maintenance Agreement. The City shall not maintain the any Bluffview Drive Enhancements, the Southwest Bypass Screening Wall, or any BNA Enhancements.

5.10 Required Plat Note. Developer shall include a plat note on the recorded plat containing Bluffview Drive Enhancements, the Southwest Bypass Screening Wall, and/or the BNA Enhancements stating that the Owners Association is responsible for maintaining the Bluffview Drive Enhancements, the Southwest Bypass Screening Wall, and the BNA Enhancements in perpetuity in accordance with the Maintenance Agreement and that the City shall not maintain Bluffview Drive Enhancements, the Southwest Bypass Screening Wall, and the BNA Enhancements.

5.11 Parkland Improvements.

5.11.01 Construction. Developer shall construct the Parkland Improvements.

5.11.02 Minimum Investment. Developer shall invest at least ONE MILLION EIGHT THOUSAND THREE HUNDRED EIGHTY-SIX DOLLARS

AND NINETY ONE CENTS ($1,008,386.91) (the "Minimum Investment Amount") in Completing the Parkland Improvements and Bluffview Natural Area Enhancements. For clarity, the Minimum Investment Amount is not a cost cap; the Developer is obligated to Complete construction of the Parkland Improvements and the Bluffview Natural Area Improvements even if the cost of same exceeds the Minimum Investment Amount.

5.11.03 Schedule. Developer shall finalize the preliminary/schematic design of the Parkland Improvements with the City's Director of Parks and Recreation prior to Developer's formal submission of the construction plans for the Parkland Improvements to the City. Developer shall cause Completion of all Parkland Improvements to occur, and shall submit the required Completion Documentation to the City for all Parkland Improvements, on or before the first to occur of the following dates (i) the date that the first dwelling unit within the Project is occupied, or (ii) December 31, 2027, subject to Force Majeure and any applicable "nesting periods" under the Williamson County Regional Habitat Conservation Plan where construction activities are prohibited.

5.11.04 Transfer of Parkland Improvements. The Parkland Improvements shall be transferred to the City via the Weir Parkland Deed or the Developer Parkland Deed, as applicable, when and as required by **Sections 5.19.02 and 5.19.03** of this Agreement. After the expiration of the Cure Period, the City shall be entitled to process the PID Dissolution Agreement and dissolve the PID if the Parkland Improvements are not Completed and transferred to the City when and as required by this Agreement.

5.11.05 Special Provisions Relating to Existing Enterprise Easement. Developer previously granted an access easement to Enterprise Crude Pipeline LLC, by instrument dated February 15, 2016, recorded under Document No. 2016012937 of the Official Public Records of Williamson County, Texas, as further affected by Memorandum of Merger recorded under Document No. 2020082921 of the Official Public Records of Williamson County, Texas (the "Existing Enterprise Easement"), which is located on the Developer Parkland. Developer shall use its best efforts to situate the Bluffview Trail such that it is not placed in, on, or across the Existing Enterprise Easement. If topographic or other unavoidable field conditions exist that force the Bluffview Trail to be placed in, on or across the Existing Enterprise Easement, the following provisions shall apply: (a) only one crossing of one Enterprise easement by the Bluffview Trail is permitted; (b) the crossing area must be in a location approved by the City; (c) the crossing must be designed and constructed such that the Bluffview Trail is directly

perpendicular to the affected Enterprise easement; (d) the crossing area must be at least 10 feet by 10 feet in size; and (e) the crossing area must be fortified such that it is designed and constructed to meet the City's technical specifications for weight-bearing roads (suitable for bearing weight of a 2-ton vehicle).

5.12 Common Amenity Areas. Whether developed as apartments or condominiums, Multi-Family Site must include Common Amenity Areas and associated improvements per Section 6.06 of the UDC, which will be determined with more specificity at the time of site development plan approval.

5.13 Development Limitations and Financial Security.

5.13.01 With regard to the Required PID Improvements, under the terms and conditions of this subsection, Developer may record the final plat prior to Completion of all of the Required PID Improvements by providing Financial Security to the City that meets all of the following conditions: (i) the Financial Security is compliant in form with the UDC; (ii) the amount of the Financial Security is for 125% of the engineer's estimate of probable cost of constructing the Required PID Improvements that remain uncompleted, and (iii) the Financial Security is received by the City prior to recordation of the plat(s) associated with the applicable Required PID Improvements. Notwithstanding the generality of the foregoing, Developer may not post fiscal security in lieu of construction of any of the Required PID Improvements in order to receive City approval of a final plat until such time as seventy percent (70%) of construction for the "Horizontal Improvements" within the Single Family Site are Completed. For the purposes of this subsection, the term "Horizontal Improvements" means those certain streets (including Drainage Facilities associated with said streets, but not any other Drainage Facilities), water lines, and wastewater lines to be located within the boundaries of the Single Family Site. As used in this subsection, the term "Drainage Facilities" means the water quality, drainage, and stormwater retention or detention facilities associated with or serving the Transportation Improvements and any internal roadways on the Developer Property. Nothing in this Section extends the deadlines for Completion set forth in **Section 5.03**.

5.13.02 If the Developer provides Financial Security as allowed by this Agreement, Developer shall maintain the Financial Security in full force and effect until notified in writing by the City that the last of the Required PID Improvements is confirmed Complete. After Notice to Developer and expiration of the Cure Period, City may use the Financial Security to Complete or cause Completion of some, none or all of the Required PID Improvements. Within thirty (30) days the

last of the Required PID Improvements is transferred to the City for ownership and maintenance (and a public use easement has been granted when required by this Agreement), the City shall request bank wiring instructions from Developer and return any unused portion of the Financial Security to Developer via bank wire to the institution and account specified to the City in writing. The Developer shall have no further rights to the Financial Security.

5.14 Construction Standards. All work performed under this Agreement by or on behalf of Developer must be performed in compliance with the UDC, unless modified by the PUD Ordinance or this Agreement (including the Exhibits), and the Applicable Laws, and be free from design and construction defects at the time of Completion.

5.15 Inspections.

5.15.01 During Construction. During construction, the Developer may request inspections from the City, and may combine requests for interim inspections. A request by Developer, Developer's contractor, or a subcontractor shall constitute permission and consent for the City to enter the Developer Property or Parkland for the purpose of performing inspections. The City will try, but shall not be required to, notify Developer prior to performing Developer-requested inspections. Developer and Weir hereby consent to entry of the Parkland by the City to address emergencies without prior notice to Developer or Weir. For all other inspections (i.e., non-Developer-requested inspections and non-emergency situations), the City shall notify Developer 24-hours in advance of entering the Parkland or the Developer Property for the purpose of performing an inspection of an Authorized Improvement. The City is not responsible for the construction of the Authorized Improvements, the quality of the materials, or the construction methods utilized. In addition, the City is not responsible for making continuous on-site inspections of the construction work and the City has no privity with or responsibility for Developer's contractors or any subcontractors during construction; provided, however, that privity may subsequently exist after construction with the assignments of warranties to the City.

5.15.02 Final Inspection(s)

5.15.02.01 Request for Final Inspection. Upon substantial completion of an Authorized Improvement, Developer shall request final inspection of same. The Developer may combine requests for final inspections. Not later than fourteen (14) business days after the date of the requested final inspection, the City shall provide to the Developer, in writing: a list of items still requiring

Completion or modification, a request for additional information, a statement that construction of the Authorized Improvement is Complete and ready to be accepted by the City for ownership and maintenance (if same is to be conveyed to the City per the terms of this Agreement). If the City requests modifications or additional information, the Developer shall respond to the City's within fourteen (14) business days after receipt of the results of the City's final inspection, unless the Developer notifies the City in writing that the request will take longer to correct (e.g., ordering new parts or making a significant correction or modification), after which period the Developer (or the Developer's contractor or subcontractor) shall request another final inspection. This process will repeat until the City finds the Authorized Improvement is in conformance with the UDC, Approved Plans, the PUD Ordinance, and this Agreement (including the Exhibits), as applicable.

5.15.02.02 Completion Notice. Not later than thirty (30) days after the date of the City's Final Inspection resulting in a determination that an Authorized Improvement is ready to be accepted by the City for ownership and maintenance (for those that are to be conveyed to the City for ownership and maintenance per the terms of this Agreement), the Developer must submit to the City (a) the Maintenance Security for the Completed Authorized Improvement; and (b) a set of construction plans for the Completed Authorized Improvement certified as "as-built" by the engineer responsible for preparing the Approved Plans

5.16 Warranties.

5.16.01 Developer Warranties. Developer hereby warrants that the Authorized Improvements will be free from defects the duration of the Maintenance Period. The Developer shall correct and repair, or cause to be corrected and repaired, any defects in materials or workmanship of the Authorized Improvements that are discovered before and during the Maintenance Period due to any cause.

5.16.02 Third-Party Warranties. Upon expiration of the Maintenance Period, Developer shall transfer to the City all contractor, subcontractor, consultant, and manufacturer warranties for the Authorized Improvements. Any such third-party warranty will expire pursuant to its original terms.

5.17 Costs. Developer shall be solely responsible for all costs of design and construction of the Authorized Improvements. Any increases in the actual costs of the design and

construction of the Authorized Improvements, including cost increases, change orders and overruns shall be borne by Developer. Costs include, but are not limited to, landscaping costs, labor costs, site restoration and re-vegetation costs, materials costs, engineering costs, utility connection fees, permits, and inspection fees, if imposed by the City, incurred in the design and construction of the Authorized Improvements.

5.18 Waiver of Fiscal Posting. Developer shall not be required to post fiscal under UDC Section 13.09 for any Required PID Improvements that are included in the amount of the Financial Security.

5.19 Transfer of Ownership of Parkland.

5.19.01 General. The Parties acknowledge and agree that the City is holding the Parkland Deeds in escrow per the requirements of **Section 2** of this Agreement. In addition to the provisions of this **Section 5.18**, Developer and Weir acknowledge and agree that (a) the City shall have the right modify the list of Permitted Exceptions (**Exhibit "B-1"** and **Exhibit "E-1"**) prior to recording the Parkland Deeds as allowed or required by this Agreement, (b) Developer and Weir must remove all mortgages, deeds of trust, judgment liens, mechanic's and materialmen's liens, and other liens and encumbrances against their respective portions of the Parkland (other than liens for taxes and assessments which are not delinquent) which either secure indebtedness or can be removed by payment of a liquidated sum of money prior to the time for transfer to the City set forth below; (c) beginning on the Effective Date and continuing until recordation of the Parkland Deeds, Developer and Weir, each as to their respective portions of the Parkland, shall not (i) develop, grade, or otherwise alter the Parkland except as allowed by this Agreement (including but not limited to the construction of the Parkland Improvements and certain Authorized Improvements), or (ii) voluntarily create encumbrances on the Parkland other than those listed as Permitted Exceptions (**Exhibit "B-1"** and **Exhibit "E-1"**) or as may be required by the City or other governmental authority as part of the development/subdivision process prior to the recordation of the Parkland Deeds without the prior written consent of the City. If easement(s) are needed from a third party provider (whether one or more, "**Third Party Easements**") in order to provide certain services (electric, telecommunications) to the Developer Property, Developer will first obtain the City's consent to such Third Party Easements, such consent not to be unreasonably withheld, conditioned, or delayed. The City's consent will not be deemed to have been unreasonably withheld, conditioned, or delayed if the applicable Third Party Easements materially, adversely affect the Parkland. Furthermore, Developer shall use its best efforts to situate the Bluffview Trail such

that it is not placed in, on, or across any of the Third Party Easements. If topographic or other unavoidable field conditions exist that force the Bluffview Trail to be placed in, on or across the Third Party Easements, the following provisions shall apply: (a) only one crossing of one Third Party Easement by the Bluffview Trail is permitted; (b) the crossing area must be in a location approved by the City; (c) the crossing must be designed and constructed such that the Bluffview Trail is directly perpendicular to the affected Third Party Easement; (d) the crossing area must be at least 10 feet by 10 feet in size; and (e) the crossing area must be fortified such that it is designed and constructed to meet the City's technical specifications for weight-bearing roads (suitable for bearing weight of a 2-ton vehicle).

5.19.02 Transfer of Additional Weir Parkland. The City shall be authorized to record the Additional Weir Parkland Deed in the Official Public Records of Williamson County, Texas, after Developer has Completed or caused Completion of the Authorized Improvements to be located on the Additional Weir Parkland (as determined by the Approved Plans) and the Wastewater, unless an earlier transfer date is agreed to by the Parties. All recordation costs shall be the responsibility of Developer. After expiration of the Cure Period, the City shall be entitled to process the PID Dissolution Agreement and dissolve the PID if the Additional Weir Parkland is not transferred to the City when and as required by this Agreement.

5.19.03 Transfer of Developer Parkland. The City shall be authorized to record the Developer Parkland Deed in the Official Public Records of Williamson County, Texas, after Developer has Completed or caused Completion of the Authorized Improvements to be located on the Developer Parkland (as determined by the Approved Plans) and the Wastewater Line (if to be located in the Developer Parkland per the Approved Plans), unless an earlier transfer date is agreed to by the Parties. All recordation costs shall be the responsibility of Developer. After expiration of the Cure Period, the City shall be entitled to process the PID Dissolution Agreement and dissolve the PID if the Developer Parkland is not transferred to the City when and as required by this Agreement.

5.19.04 Additional Requirements for Transfer of Parkland to the City. The transfer of the Parkland must be by special warranty deed in the Approved Form restricting the Parkland to public park use, free of all liens and encumbrances except those of the Permitted Exceptions attached as **Exhibit "B-1"** and **Exhibit "E-1"** applicable to the Additional Weir Parkland or the Developer Parkland, as applicable, the Drainage Easement-Parkland (if needed), and accompanied by a

title commitment having only those standard pre-printed exceptions that are part of the promulgated form of Texas title insurance policies, the Permitted Exceptions applicable to the Additional Weir Parkland or the Developer Parkland, as applicable, restrictions or exceptions as may be required by the City or other governmental authority as part of the development/subdivision process (e.g. TCEQ requirements) the restrictions and reservations in such deed, and such other exceptions as are acceptable to the City Attorney, in the City Attorney's sole discretion. Developer will pay the cost of a title insurance policy(ies) for the Parkland consistent with such a title commitment reflecting a value for the Parkland of $1.00 per square foot, as well as the costs of recording and preparation of conveyance documents. The City shall not be required to pay a PID assessment for the Parkland.

5.20 Satisfaction of UDC Parkland Requirements. The City hereby acknowledges and agrees that the transfer of ownership of the Parkland and Completion of the Parkland Improvements satisfies all parkland dedication requirements and parkland improvement fees of the City under the UDC, and Developer shall not be required to dedicate any additional parkland nor shall Developer be required to pay any parkland improvement fees.

5.21 Construction of San Gabriel Regional Trail Extension. The Parties agree that the San Gabriel Regional Trail Extension is to be constructed, or caused to be constructed, within the locations defined in the Amended Wastewater Easement by H4 WR, L.P., a Texas limited partnership, pursuant to that certain "First Amendment to Consent Agreement," dated to be effective on July 16, 2018 between the City; Wolf Legacy, L.P., a Texas limited partnership; H4 WR, L.P., and Williamson County Municipal Utility District No. 29, recorded in the Official Public Records of Williamson County, Texas at Document No. 2018062670, and which is described in more detail in City Ordinance No. 2018-26, at Exhibit G-2. Weir agrees to cooperate with the City and with H4 WR, LP, and their authorized agents, to facilitate construction of the San Gabriel Regional Trail Extension on the Additional Weir Parkland. Developer agrees to cooperate with the City and with H4 WR, LP, and their authorized agents, to facilitate construction of the San Gabriel Regional Trail Extension on the Developer Parkland.

5.22 Limitations. Developer shall not dedicate to the City, nor will the City accept ownership or responsibility for, any drainage, water quality, or stormwater management pond or other structure located within the Bluffview Natural Area or elsewhere on the Developer Property or Additional Weir Parkland, other than drainage improvements directly associated with the public roadways. Developer shall require the Owners Association to own and maintain all drainage, water quality, stormwater management

ponds and other structures on the Developer Property, other than drainage improvements directly associated with public roadways. Notwithstanding the above, although not currently expected, should any pond(s) and/or vegetative buffer strips be required by TCEQ due to construction of Parkland Improvements, the City shall be responsible for the maintenance of such pond(s) and/or vegetative buffer strips.

5.23 Change in Status of an Authorized Improvement. Notwithstanding anything to the contrary in this Agreement or the Financing Agreement, any Authorized Improvement that is not authorized by the City to be placed within the right-of-way of a public road under Section 12.08 or 12.09 of the City's Code of Ordinances, (if such encroachment is allowed under this Agreement) or an Approved Easement (as determined by the Approved Plans and the as-built plans), but is nevertheless constructed within the right-of-way, shall be considered a Developer Funded Improvement rather than an Authorized Improvement under this Agreement and the Financing Agreement

SECTION 6. DEVELOPMENT STANDARDS

6.01 General Standards. To ensure quality and durability, design enhancements are included throughout the Project being developed on the Developer Property, masonry elements will be prominent in the public spaces including the signage, columns integrated into the fencing on perimeter streets, and in the Project's residential structures. Except as provided in this **Article 6** or as stated in the PUD Ordinance, all other design standards for single-family or multi-family structures in the UDC shall apply where applicable. If the Multi-Family Site is developed as condominiums, the condominiums shall not be master metered and each unit shall be individually metered.

6.02 Single-Family and Condominium Design Requirements. For single-family detached and condominium structures within the Developer Property, the Parties agree that the Architectural Standards attached as **Exhibit "O-1"** shall apply. Developer shall cause such standards to be incorporated into covenants, conditions and restrictions applicable to all Parcel owners in the PID, and shall record same in the official public records of Williamson County, Texas. In addition, Developer shall submit, or cause to be submitted, a Certificate of Architectural Standards Compliance Certificate in the form attached as **Exhibit "O-1"** with all requests for final inspection of a single-family residential structure and condominium unit within the PID, containing certification by the Developer and home-builder that the residence has been constructed in compliance with the Architectural Standards. No certificate of occupancy will be issued by the City unless and until the Certificate of Architectural Standards Compliance has been

submitted to the City and the City's inspector has performed a final inspection confirming same.

6.03 Multi-Family Site Design Requirements. For all multi-family structures within the Multi-Family Site, the Parties agree that the following shall apply: (1) the design standards attached as **Exhibit "O-2",** and (2) Section 7.04 of the UDC pertaining to "Lighting Standards." Developer shall cause such standards to be incorporated into covenants, conditions and restrictions applicable to all Parcel owners in the PID and shall record same in the official public records of Williamson County, Texas. In addition, Developer shall submit, or cause to be submitted, a Certificate of Architectural Standards Compliance Certificate with all requests for final inspection of a multifamily residential structure within the PID, containing certification by the Developer and builder that the structure has been constructed in compliance with the provisions of Section 6.03 of this Agreement. No certificate of occupancy for a multi-family structure will be issued by the City unless and until the Certificate of Architectural Standards Compliance has been submitted to the City and the City's inspector has performed a final inspection confirming same.

6.04 UDC Compliance. Unless expressly stated otherwise in the PUD Ordinance or this Agreement, the requirements of the UDC shall apply to all Development on the Developer Property and the Additional Weir Parkland.

6.05 PUD Ordinance Compliance. The requirements of the PUD Ordinance shall apply to all Development on the Developer Property. The PUD Ordinance, as it may be amended from time to time, is incorporated into this Agreement by this reference for all purposes.

6.06 Private Open Space. Developer shall create and maintain, or cause to be maintained, the Private Open Space as private green space and used only in conformity with Applicable Laws and the Williamson County Regional Habitat Conservation Plan. Developer shall transfer the Private Open Space to the Designated Successor or Assign or the Owners Association for ownership and maintenance, unless otherwise required by the Williamson County Regional Habitat Conservation Plan. The City shall have no responsibility for ownership or maintenance of the Private Open Space and the Private Open Space is not a Required PID Improvement or an Authorized Improvement.

SECTION 7. EASEMENTS

7.01 Location Requirements**.** Any Authorized Improvements not located within dedicated public right-of-way must be built within Easements. The specific locations of

all Easements will be determined during the City's review and approval of construction plans and final plats for the Project.

7.02 Dedication Documentation; Approved Form. At least sixty (60) days prior to the deadline for conveying an Easement to the City, Developer will provide, or cause to be provided, the applicable Dedication Documentation to the City. All Easements conveyed to the City must be in Approved Form, as confirmed by the City Attorney. The City Attorney's confirmation must be evidenced by the City Attorney's signature on the Easement instrument. The City is not required to accept conveyances of Easements that are not on the appropriate Approved Form or assignments of private easements.

7.03 Ownership and Liens. If the Dedication Documentation includes an ownership and lien affidavit and the affidavit shows a lien or other monetary encumbrance which affects and encumbers all or any portion of the area within the applicable Easement, Developer (or Weir, as to the Additional Weir Parkland) shall cause the holder of such lien or encumbrance to subordinate such lien or other monetary encumbrance to the applicable Easement as per the applicable Approved Form.

7.04 Costs. The costs incurred to convey the Easements (including costs of acquisition, recording, and preparation of the Dedication Documentation and costs of issuing title policies required by this Agreement) are the responsibility of Developer.

7.05 Title Policies. If the Dedication Documentation for an Easement includes a title commitment, Developer will provide title insurance for the Easement. Developer or Weir, as applicable, will cause the release of any liens or monetary encumbrances reflected on the commitment when an Easement is granted to the City and will cause the subordination of any liens or monetary encumbrances reflected on the commitment as to the Easement. The amount of the title policy for each Easement will be calculated by multiplying the number of square feet within the area to be conveyed by $1.00. Only the standard pre-printed exceptions, and those of the Permitted Exceptions that apply to the area being conveyed to the City will be reflected on a title policy.

7.06 Access Easements. If no public road providing access to an Authorized Improvement or the San Gabriel Regional Trail Extension exists when the applicable Easement is granted, if requested by the City, Developer and Weir shall grant, or cause to be granted, an Access Easement, in a location determined during the City's review and approval of construction plans and final plats, sufficient to allow the City and its authorized agents to access the Authorized Improvement or the San Gabriel Regional Trail Extension, as applicable, until such time as a public road providing such access is

Complete. Each Access Easement will terminate as each portion of the Access Easement is shown on and included within a recorded plat.

7.07 Maintenance Agreement. Simultaneously with the execution of this Agreement by a duly authorized representative of Developer, Developer shall also execute the Maintenance Agreement. At its first meeting after the Effective Date, Developer shall also cause a duly authorized representative of the Owners Association to sign the Maintenance Agreement on behalf of the Owners Association. Until the Owners Association has collected at least FIFTY THOUSAND DOLLARS ($50,000.00) in fees, the Developer and the Owners Association shall be jointly and severally liable to the City for compliance with said Maintenance Agreement.

7.08 Owners Association Required. Owners Association(s) must be created on the entire Developer Property not later than thirty (30) days after the date that the first final plat for any portion of the Developer Property is recorded in the Official Public Records of Williamson County, Texas. The Owners Association(s), through its conditions and restrictions filed of record in the Official Public Records of Williamson County, Texas, shall be required to fix and collect, or cause to be fixed and collected, from End Buyers annual fees and charges in amounts sufficient to produce the amount of money necessary to maintain, repair, replace and perform all work required under the Maintenance Agreement, and after expiration of any cure period provided for in the Maintenance Agreement, shall expressly allow the City to fix and collect said fees and charges if the Owners Association fails to do so. Before the Owners Association Turnover Date (defined below) Developer and the Owners Association shall be jointly and severally responsible for ensuring that the Owners Association fees and charges are determined and collected in accordance with this Agreement and Applicable Laws. Except as provided in **Section 7.08** of this Agreement, on and after the Owners Association Turnover Date, (a) Developer shall be released from all obligations and liabilities under this Section, and (b) the Owners Association shall, in writing, assume all of the Developer's obligations under this section and the Maintenance Agreement. As used herein, the "Association Turnover Date" means the date as determined under Texas Property Code Section 209.00591 (as in effect at such time), that Developer shall be required to include owners of Lots on the board of directors of the Association. As of the Effective Date, the Texas Property Code defines such date to be "the 120th day after the date 75 percent of the lots that may be created and made subject to the declaration are conveyed to owners other than a declarant or a builder in the business of constructing homes who purchased the lots from the declarant for the purpose of selling completed homes built on the lots," but such date shall not be later than "the 10th anniversary of the date the declaration was recorded." Notwithstanding the foregoing, the Association Turnover Date shall not be before Developer Completes or causes Completion of

construction of the Authorized Improvements and the Authorized Improvements have been accepted for ownership and maintenance by the City or Owners Association, as applicable.

7.09 Stormwater Generally/Drainage Easements - Parkland. Developer anticipates that the Project will convey fully developed (where no detention is required) stormwater flow or runoff across areas of the Parkland. Simultaneously with its submittal to the City of an application for subdivision construction plans for any portion of the Developer Property that will convey stormwater runoff to any portion of the Parkland, Developer must make a written request to the City for a defined area (i.e, not blanket) Drainage Easement across the Parkland. The request must be accompanied by a drainage study prepared in accordance with the Applicable Laws and using the most current rainfall data and prepared by a registered professional engineer licensed to practice in the State of Texas, and a draft form of easement including a metes and bounds description and a surveyor's sketch of the requested easement area supported by the drainage study. Notwithstanding the generality of the foregoing, no Drainage Easement-Parkland shall be located in, on, under or across the Trailhead Parking Lot, and may only be located in, on, under or across Bluffview Trail and the San Gabriel Regional Trail Extension with City-approved, engineered drainage crossing features and improvements. In no event shall any Drainage Easement-Parkland interfere with the integrity of the Bluffview Trail or the Regional Trail or cause or create a substantial negative impact on the Parkland or any improvements thereon. On approval by the City Attorney of the form and substance of the Drainage Easement-Parkland. the City-approved Drainage Easement-Parkland will become a Permitted Exception to the relevant Parkland Deed(s).

SECTION 8. FINANCING AGREEMENT

8.01 Financing Agreement. On even date herewith, pursuant to the PID Resolution and the authority of Chapter 372 of the Texas Local Government Code, Developer and the City have entered into that certain "PID Financing and Reimbursement Agreement" (the "Financing Agreement") pertaining to levying of assessments and issuance of bonds to finance certain public improvements benefitting the Developer Property (referred to as "Authorized Improvements" in the Financing Agreement).

8.02 Developer Default of PID Financing Agreement. Developer's compliance with the Financing Agreement is a material consideration for the City's consent to enter into this Agreement; therefore, Developer's failure to comply with the terms and conditions of the Financing Agreement (after notice and opportunity to cure if and as provided in the Financing Agreement), shall constitute a material breach of this Agreement in which event the City shall be allowed to refuse to remit PID Assessments to the Developer,

refuse to issue PID Bonds, and/or exercise any other remedies available to it in law or equity until the defect is cured.

8.03 Release of Assessments and Issuance of PID Bonds. The Parties agree that the City shall not issue any PID Bonds (or if special assessments have been levied, not release any special assessment revenue to Developer) until after all of the following events have occurred: (i) all Required PID Improvements (*except* the MF Bluffview Screening Wall and/or the Southwest Bypass Screening Wall) have been Completed and accepted by the City or Owners Association (as appropriate per the term of this Agreement); (ii) the Parkland Improvements have been transferred to the City; (iii) the Additional Weir Parkland has been conveyed to the City via a recorded Additional Weir Parkland Deed; and (iv) the Developer Parkland has been conveyed to the City via a recorded Developer Parkland Deed.

SECTION 9. LIABILITY AND INDEMNIFICATION

9.01 Indemnification.

DEVELOPER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, ATTORNEYS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES", INDIVIDUALLY AN "INDEMNIFIED PARTY"), AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (CLAIMS), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY DEVELOPER, ITS PARTNERS, MANAGERS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUCCESSORS OR ASSIGNS, (COLLECTIVELY, THE "DEVELOPER PARTIES"); (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE DEVELOPER PARTIES IN THIS AGREEMENT OR IN A FINAL SUBMITTAL BY DEVELOPER TO THE CITY; (C) THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE DEVELOPER PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE BUT ARE NOT LIMITED TO CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. DEVELOPER'S OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE INDEMNIFIED PARTIES OR BREACH OF

ANY OF SUCH PARTIES' OBLIGATIONS UNDER THIS AGREEMENT. THE DEVELOPER'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9.02 Notice of Claim.

9.02.01 City shall give Developer written notice of a Claim asserted against an Indemnified Party. Developer shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Developer of any obligations in this Agreement. In no event may Developer admit liability on the part of an Indemnified Party without the written consent of the City Council.

9.02.02 Developer shall give notice of any Claim made against any of the Developer Parties, a Contractor, or a vendor, related to the Parkland Improvements, Developer shall provide written notice of such claim to the City Attorney within five (5) calendar days of the date that Developer or any of its employees, agents, or representatives first have actual (not constructive) notice of the Claim. Notification from Developer shall include the names and addresses of the person, firm, corporation, or other entity making the Claim and, if known, the basis and alleged amount of the Claim.

9.03 Contractor Indemnity. Developer shall require all its Contractors to indemnify City as provided in this Article.

SECTION 10. INSURANCE; BONDS

10.01 Insurance. Developer shall require its Contractors to procure and maintain in full force and effect for the duration of this Agreement insurance coverages in accordance with the insurance requirements as set forth in the attached **Exhibit "J."**

10.02 Payment/Performance Bonds. Developer shall also require performance and payments bonds from its Contractors in the full amounts of its contract sum(s) for the Authorized Improvements.

SECTION 11. DEFAULT AND REMEDIES

11.01 Default. No Party will be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice will set forth in reasonable detail the nature of the alleged failure) and until such Party has been given at least 30 days after the date of the notice (the "Cure Period") to cure the alleged failure after written notice of the alleged failure. Except for a failure to pay money or post and maintain the Maintenance Security and, if required the Financial Security when and as required by this Agreement due, no Party will be in default under this Agreement if, within the Cure Period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured; provided, however, such no such extensions shall cause the Cure Period to be longer than 90 days. All claims of default pertaining to deadlines are subject to Force Majeure**.** The City shall not be required to process any applications, issue any approvals, or grant any permits to the Developer, until all defaults, non-performances or non-compliances are cured. If a Lender has notified the City of the Lender's liens against or security interest in any portion of the Developer Property or the Additional Weir Parkland, or improvements built thereon or serving same, the City will give the Lender notice of any default by Developer or Weir and at least 30 days to cure the default (commencing on the date of notice to the Lender) before exercising the City's remedies by reason of the default. The City agrees to accept any cure offered by a Lender as if it were the defaulting Party.

11.02 Remedies. A Party may enforce this Agreement only as provided in this Agreement and under applicable Texas law, including without limitation the right to specifically enforce any term or provision of this Agreement and/or the right to institute and action for damages or mandamus. Consequential damages, exemplary damages or special damages are not recoverable.

11.03 Effect of City Approvals. Notwithstanding anything in this Agreement to the contrary, it is understood and agreed that (i) the level of standards required by the City for the construction of the Authorized PID Improvements are strictly for the benefit of the City only, and the Developer is free, at Developer's sole cost and expense, to design and construct the Authorized PID Improvements to a higher standard; and (ii) all City approvals of the Developer's and the Developer's engineer's plans and specifications, and all inspections done by the City of the plans, specifications and construction of the Authorized PID Improvements are strictly for the benefit of the City, and such inspections and approvals are not to be expressly or impliedly relied upon by Developer, Developer's engineer, any of Developer's contractors or subcontractors, or any End Buyer for any purpose whatsoever.

11.04 Deadlines; "Days". The term "business day" means a date that is not a Saturday, Sunday or holiday on which national banks are authorized to close for business. The term "day" or "days," unless specified as a business day, is deemed to mean a calendar day. Deadlines that do not fall on a business day will be extended to the next business day.

11.05 Suspension of Work. At any time without prior notice for health and safety reasons, and at any other time with thirty (30) calendar day's prior notice, the City may suspend the work or any portion of the work by written notice to Developer stating the date on which Developer shall resume the work. Developer shall resume the work on the date stated in the City's notice. Developer shall receive an extension of time to perform equal to the time work is suspended.

SECTION 12. CONDITION OF PREMISES; DISCLAIMER OF WARRANTIES

12.01 Neither the City nor any agent, employee, or representative of the City is authorized to make or has made any warranties or representations of any kind or character, expressed or implied, with respect to the physical condition of the Parkland or any Required PID Improvement or its fitness or suitability for any particular use.

SECTION 13. MISCELLANEOUS PROVISIONS

13.01 Filings. The Parties agree that, for the purposes of Chapter 212 of the Texas Local Government Code, a plan or plat is deemed to be filed when the application for said plat or plan includes all information required by, and is in compliance with, the Applicable Laws.

13.02 Cooperation. The City and Developer and Weir each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder or enable the fulfillment of their respective obligations hereunder, provided in either case the terms of this Agreement are not modified or amended thereby. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any part hereof or any actions taken hereunder by any Party, the City and the Developer agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement while allowing each Party to effect the benefits of this Agreement to it.

13.03 Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

The exhibits to this Agreement are as follows:

Exhibit "A" – Developer Property
Exhibit "B" –Additional Weir Parkland
Exhibit "B-1" – Permitted Exceptions for Additional Weir Parkland
Exhibit "C" - Additional Weir Parkland Deed
Exhibit "D" – *Intentionally Deleted*
Exhibit "E" – Form of Developer Parkland Deed
Exhibit "E-1" – Permitted Exceptions for Developer Parkland
Exhibit "F" – Intentionally Deleted
Exhibit "G" – Form of Fire Truck Turnaround Easement
Exhibit "H" – Form of Amended Wastewater Easement)
Exhibit "I" – *Intentionally Deleted*
Exhibit "J" – Insurance Requirements
Exhibit "K" – Bluffview Trail (general location map)
Exhibit "L" – Weir Outlots
Exhibit "M" – PID Dissolution Agreement
Exhibit "N" – Weir Development Agreement and Amendment(s) (private Agreements)
Exhibit "O-1" – Architectural Standards and Compliance Checklist – Residential
Exhibit "O-2" – Multi-Family Site Design Requirements and Compliance Checklist
Exhibit "P" – Maintenance Agreement
Exhibit "Q-1" – Bluffview Entry Monument
Exhibit "Q-2" – *Intentionally Deleted*
Exhibit "Q-3" – Trailhead Entry Sign
Exhibit "R" – Additional Landscaping

13.04 Entire Agreement. This Agreement and the attached Exhibits, together with the PID Resolution, PID Dissolution Agreement and the Financing Agreement collectively constitute the agreements between the Parties pertaining to the subjects addressed in this Agreement. Development of the Developer Property and the Additional Weir Parkland must comply with all Applicable Laws, this Agreement, and the PUD Ordinance, but in the event of conflict, this Agreement and the PUD Ordinance shall control.

13.05 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Exclusive venue shall be in the state district court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

13.06 Independent Contractor. It is understood and agreed by, and between the Parties that each Party, in satisfying the conditions of this Agreement, is acting independently, and that each Party assumes no responsibility or liabilities to any third party in connection with these actions. All duties and obligations of each Party shall be in the capacity of an independent contractor, and not as an agent or employee of the other Party.

13.07 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another delivery service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; or (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective when received. Courtesy copies shall be sent by email to each party as available. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City: City of Georgetown
P.O. Box 409
Georgetown, Texas 78627
Attn: City Manager
or
808 Martin Luther King Jr. St.
Georgetown, Texas 78626
Attn: City Manager

With copies to:
City of Georgetown

P.O. Box 409
Georgetown, Texas 78627
Attn: Parks and Recreation Director
or
1101 N. College Street
Georgetown, Texas 78626
Attn: Parks and Recreation Director

City of Georgetown
P.O. Box 409
Georgetown, Texas 78627
Attn: City Attorney
or
809 Martin Luther King Jr. St.
Georgetown, Texas 78626
Attn: City Attorney

Developer: Lamy 2243, Ltd.
100 Congress Avenue, Suite 1450
Austin, Texas 78701
Attn: Bennett Holcomb

With copies to:

Metcalfe Wolff Stuart & Williams LLP
221 West 6th Street, Suite 1300
Austin, Texas 78701
Attn: Talley J. Williams

Cordova Real Estate
5515 Balcones Drive
Austin, Tx 78731
Attn: Chris Whitworth

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other Parties. The Parties may, by giving at least five (5) days' written notice to the City, designate additional persons to receive copies of notices under this Agreement.

13.08 Successor and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and any Designated Successors and Assigns.

13.09 Severability. In the event 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 provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

13.10 Amendment. The Parties may not amend this Agreement, except in a written agreement executed by authorized representatives of the Parties and recorded, at Developer's expense, in the Official Public Records of Williamson County; provided, however that an amendment that does not affect conveyance of rights (easement or fee) to the Additional Weir Parkland to the City, and amendments that may occur after recordation of the Additional Weir Parkland Deed in the Official Public Records of Williamson County, Texas, do not need the consent of Weir and may be effected by a written agreement executed by authorized representatives of the City and Developer.

13.11 Waiver. The Parties may not waive any provision in this Agreement, except pursuant to a written waiver executed by the Parties. A waiver made in writing on one occasion is effective only in that instance and only for the purpose it is given and is not to be construed as a waiver on any future occasion or against any other Party.

13.12 No Recourse. No recourse shall be had against any elected official, director, officer, attorney, agent, or employee of the City, whether in office on the Effective Date of this Agreement or after such date, for any claim based upon this Agreement.

13.13 No Joint Venture, Partnership Agency. This Agreement will not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer-employee or borrowed servant relationship by and among the Parties.

13.14 Assignment.

13.14.01 Except as otherwise expressly provided in this Agreement, until such time as the Required PID Improvements (save and except the MF Bluffview Screening Wall and the Southwest Bypass Screening Wall) are Completed, no Party may assign any of its rights under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Parties. Any

purported assignment of rights or delegation of performance in violation of this **Section 13.14.01** is void ab initio whether it is voluntary or involuntary, by merger (unless the Party is the surviving entity), consolidation, dissolution, operation of law, or any other manner.

13.14.02 Notwithstanding the limitations on assignment in **Section 13.14.01**, prior to the Completion of the Required PID Improvements, Developer may assign this Agreement to a City-approved Designated Successor and Assign if such assignment is in connection with sales of all or a portion of the Developer Property (but not the Additional Weir Parkland) to a City-approved Designated Successor and Assign, either by a single assignment or through one or more partial assignments, in each instance with the prior written consent of the City; and provided further that Developer or the intended Designated Successor and Assign first timely submits documentation to the City demonstrating, to the City's reasonable satisfaction, the intended Designated Successor's and Assign's financial, technical, and managerial capacity to perform under this Agreement. If the intended Designated Successor and Assign is approved as a "Designated Successor and Assign" by the City, in the City's reasonable discretion, then any assignment to the City-approved Designated Successor and assign shall be in writing, specifically setting forth the obligations and rights assigned, requiring the City-approved Designated Successor and Assign to assume the assigned duties and delegated obligations as to the portion of the Developer Property (but not the Additional Weir Parkland) transferred by Developer to the City-approved Designated Successor and Assign, and be executed by duly authorized representatives of the Developer and the City-approved Designated Successor and Assign, and approved by the City Council. Notwithstanding the foregoing, a regional or national homebuilder shall be deemed approved as a "Designated Successor and Assign" additionally, any assignment or partial assignment to a City-approved Designated Successor and Assign shall release Developer from the delegated duties and obligations under this Agreement from and after the effective date of the assignment; provided further however, that in no event will assignment by Developer release Developer from any liability that resulted from an act or omission by Developer that occurred before the effective date of the assignment. The mere conveyance of a legal lot or portion of the Developer Property without a written assignment comporting with the requirements of this **Section 13.14.02** will not effect an assignment of the rights or obligations of Developer hereunder.

13.14.03 Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or

assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

13.14.04 Unless expressly stated in the assignment/delegation documentation or in the PID Resolution, no assignment of any rights or delegations of any obligations of Developer under this Agreement shall be deemed an assignment of Developer's rights to receive proceeds from PID assessments or PID bonds.

13.14.05 The Developer may collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its right, title or interest under this Agreement from time to time, without the consent of, but with prompt notice to, the City. Any such collateral assignment, pledge, lien or security interest must be expressly subject to this Agreement. This Agreement, and all terms, conditions and covenants herein, shall survive a transfer, conveyance, or assignment occasioned by the exercise of foreclosure of lien rights by a Lender, whether judicial or non-judicial, and will continue to bind the Developer Property, and at the Lender's election, the Lender (or the purchaser of the Developer Property or portion thereof through exercise of lien rights or deed in lieu thereof) may become a Party to this Agreement (but the Developer is not released).

13.14.06 This Agreement shall bind and inure to the benefit of the Parties and the successors and assigns authorized herein. This Agreement is not binding on and does not create any encumbrance to title as to, any End Buyer except for land use and development regulations that apply to such property.

13.14.07 From time to time upon written request by any seller or purchaser of land within the Property, or any Lender or prospective Lender or Designated Successor and Assign, the City shall execute a written estoppel certificate to such seller, purchaser, Lender, or Designated Successor and Assign stating, if true, that the City has not given or received any written notices alleging any events of default under this Agreement.

13.15 Authority to Execute. Each Party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the Party, except as may be limited by applicable bankruptcy, insolvency, or similar laws affecting creditor's rights, or with respect to City's governmental immunity under the Constitution and laws of the State of Texas.

13.16 Filings. The Parties agree that, for the purposes of Chapter 212 of the Texas Local Government Code, a plan or plat for all or any part of the Land is deemed to be filed when the application for said plat or plan includes all information required by, and is in compliance with, the Applicable Laws.

13.17 Iran, Sudan, and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf , or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

13.18 No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

13.19 Anti-Boycott of Energy Companies. Pursuant to Section 2274.002 (as added by

Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17. C.F.R. § 230.405, and exists to make a profit.

13.20 Discrimination Against Firearm Entity or Trade Association. Pursuant to Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" (A) means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm

accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17. C.F.R. § 230.405, and exists to make a profit.

13.21 Texas Ethics Commission Form 1295 Certificate of Interested Parties. The Developer hereby verifies that it has submitted a disclosure of interested parties to the City pursuant to the requirements of Section 2252.908, Texas Government Code and Chapter 46 of the rules of the Texas Ethics Commission.

13.22 Employment of Undocumented Workers. During the term of this Agreement, and to the extent required under State law, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the taxes abated herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101 (c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

(Signature pages follow)

CITY:

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

ATTEST:

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By_____
Skye Masson, City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 20___, by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(SEAL)

_____
Notary Public, State of Texas

DEVELOPER:
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 _____, 2022, 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

WEIR:
A.C. WEIR PROPERTIES, LTD., a Texas limited partnership

By: A.C. Weir Properties GP, LLC, a Texas limited liability company, its general partner

By: _____
Michael R. Weir, President

State of TEXAS §
§
County of _____ §

This instrument was acknowledged before me on _____, 20___, by Michael R. Weir, President of A.C. Weir Properties GP, LLC, a Texas limited liability company, the general partner in A.C. Weir Properties, Ltd., a Texas limited partnership, on behalf of said company and limited partnership.

(SEAL)

_____
Notary Public, State of Texas

EXHIBIT A
Developer Property

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

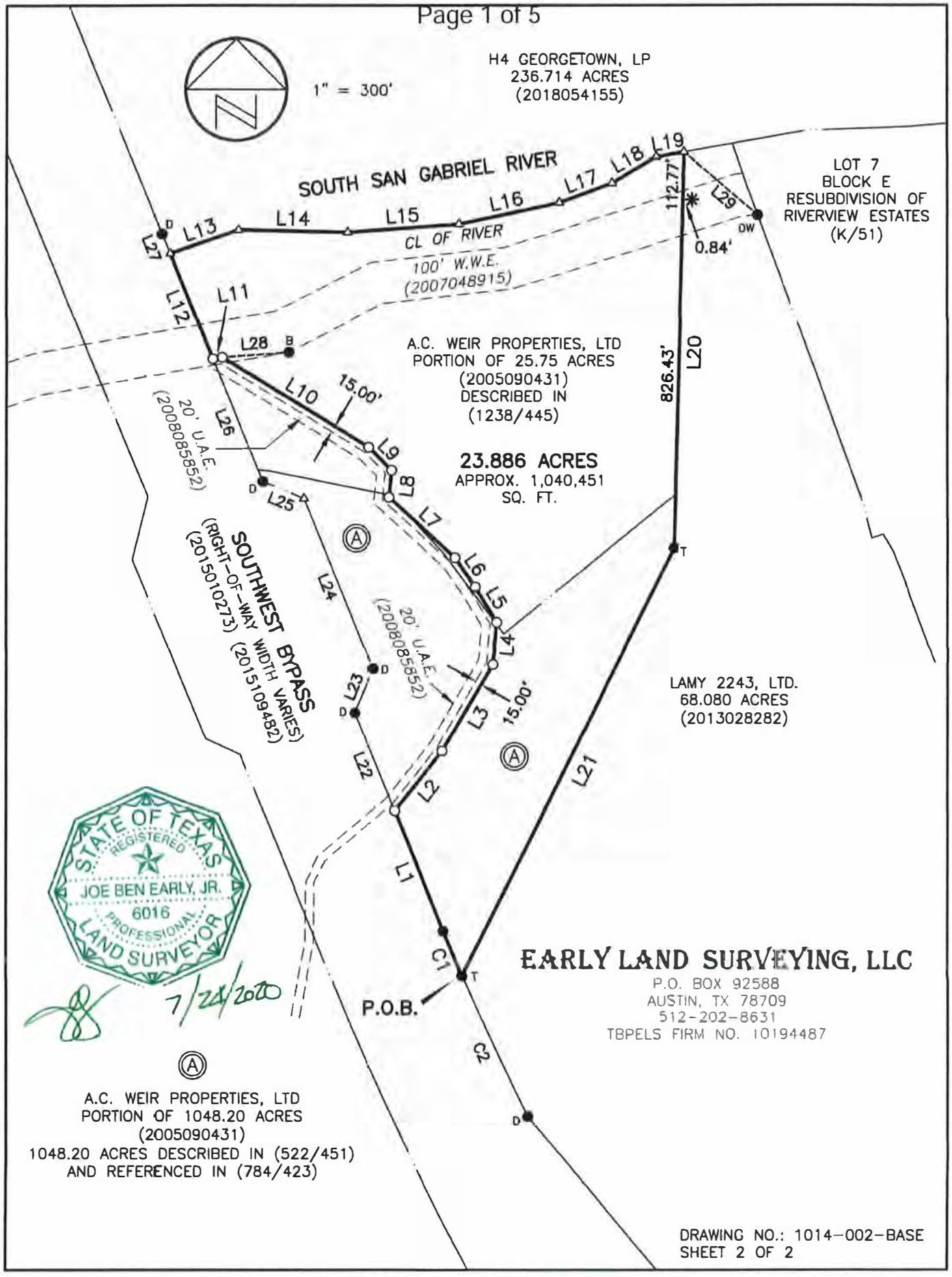
Jonathan O. Nobles
Registered Professional Land Surveyor No. 5777

Date

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 B
Additional Weir Parkland

Exhibit B - Additional Weir Parkland



EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

23.886 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 23.886 ACRES (APPROXIMATELY 1,040,451 SQ. FT.) IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 1048.20 ACRE TRACT AND A PORTION OF A 25.75 ACRE TRACT CONVEYED TO A.C. WEIR PROPERTIES, LTD. IN A SPECIAL WARRANTY DEED DATED JULY 20, 2005 AND RECORDED IN DOCUMENT NO. 2005090431 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1048.20 ACRE TRACT DESCRIBED IN VOLUME 522, PAGE 451 AND REFERENCED IN VOLUME 784, PAGE 423 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 25.75 ACRE TRACT DESCRIBED IN VOLUME 1238, PAGE 445 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 23.886 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "Terra Firma" cap found in the east 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 the westernmost 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 with "Diamond Surveying" cap found for an angle point in the the east right-of-way line of Southwest Bypass and the west line of the said 68.080 acre tract, bears with a curve to the left, having a radius of 6870.00 feet, an arc length of 368.84 feet, a delta angle of 03°04'34", and a chord which bears South 24°53'48" East, a distance of 368.80 feet;

THENCE with the east right-of-way line of Southwest Bypass and crossing the said 1048.20 acre tract, the following two (2) courses and distances:

1. With a curve to the right, having a radius of 6870.00 feet, an arc length of 114.63 feet, a delta angle of 00°57'22", and a chord which bears North 22°52'50" West, a distance of 114.62 feet to a 1/2" rebar found;

2. North 22°22'11" West, a distance of 308.82 feet to a 1/2" rebar with "Early Boundary" cap set, from which a 1/2" rebar found with "Diamond Surveying" cap found for an angle point in the east right-of-way line of Southwest Bypass, bears North 22°22'11" West, a distance of 252.27 feet;

THENCE crossing the said 1048.20 acre tract and the said 25.75 acre tract, the following ten (10) courses and distances:

1. North 38°56'20" East, a distance of 181.93 feet to a 1/2" rebar with "Early Boundary" cap set;

2. North 30°13'34" East, a distance of 238.98 feet to a 1/2" rebar with "Early Boundary" cap set;

3. North 05°36'31" East, a distance of 100.72 feet to a 1/2" rebar with "Early Boundary" cap set;

4. North 31°09'39" West, a distance of 98.36 feet to a 1/2" rebar with "Early Boundary" cap set;

5. North 34°41'33" West, a distance of 84.88 feet to a 1/2" rebar with "Early Boundary" cap set;

6. North 48°01'59" West, a distance of 215.06 feet to a 1/2" rebar with "Early Boundary" cap set;

7. North 06°20'22" East, a distance of 64.75 feet to a 1/2" rebar with "Early Boundary" cap set;

8. North 45°26'26" West, a distance of 77.47 feet to a 1/2" rebar with "Early Boundary" cap set;

9. North 58°43'03" West, a distance of 411.20 feet to a 1/2" rebar with "Early Boundary" cap set, from which a 1/2" rebar with "Bury" cap found for an angle point in a 100 foot wide wastewater easement described in Document No. 2007048915 of the Official Public Records of Williamson County, Texas, bears North 85°42'54" East, a distance of 159.75 feet;

10. South 80°19'38" West, a distance of 22.03 feet to a 1/2" rebar with "Early Boundary" cap set in the east right-of-way line of Southwest Bypass, from which a 1/2" rebar found with "Diamond Surveying" cap found for an angle point in the east right-of-way line of Southwest Bypass, bears South 22°23'02" East, a distance of 314.68 feet;

THENCE North 22°23'02" West with the east right-of-way line of Southwest Bypass and crossing the said 25.75 acre tract, a distance of 269.50 feet to a calculated point in the centerline of the South San Gabriel River, being in the north line of the said 25.75 acre tract, being the southwest corner of a 236.714 acre tract described in Document No. 2018054155 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with "Diamond Surveying" cap found in the east right-of-way line of

Southwest Bypass and the west line of the said 236.714 acre tract, bears North 22°23'02" West, a distance of 50.07 feet;

THENCE with the centerline of the South San Gabriel River, same being the north line of the said 25.75 acre tract and the south line of the said 236.714 acre tract, the following seven (7) courses and distances:

1. North 71°09'02" East, a distance of 173.04 feet to a calculated point;
2. South 88°44'51" East, a distance of 261.33 feet to a calculated point;
3. North 85°58'39" East, a distance of 269.27 feet to a calculated point;
4. North 77°49'02" East, a distance of 243.17 feet to a calculated point;
5. North 70°07'47" East, a distance of 135.27 feet to a calculated point;
6. North 59°30'47" East, a distance of 122.13 feet to a calculated point;
7. North 80°20'51" East, a distance of 68.14 feet to a calculated point for the northwest corner of the said 68.080 acre tract, from which a 1/2" rebar with "Dean Woodley" cap found in the east line of the said 68.080 acre tract, being in the west line of Lot 7, Block E, Resubdivision of Riverview Estates, a subdivision of record in Cabinet K, Slide 51 of the Plat Records of Williamson County, Texas, being also the southeast termination of the said 100 foot wide wastewater easement, bears South 49°57'54" East, a distance of 231.63 feet;

THENCE crossing the said 1048.20 acre tract and the said 25.75 acre tract and with the west line of the said 68.080 acre tract, the following two (2) courses and distsances:

1. South 01°28'00" West passing a cotton spindle found at a distance of 112.77 feet and 0.84 feet left of line and continuing for a total distance of 939.20 feet to a 1/2" rebar with "Terra Firma" cap found;
2. South 26°29'53" West, a distance of 1134.99 feet to the **POINT OF BEGINNING**, containing 23.886 acres of land, more or less.

Surveyed on the ground on July 24, 2020. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.
Attachments: Survey Drawing No. 1014-002-BASE

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

7/24/2020

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

SKETCH TO ACCOMPANY A DESCRIPTION OF 23.886 ACRES (APPROXIMATELY 1,040,451 SQ. FT.) IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 1048.20 ACRE TRACT AND A PORTION OF A 25.75 ACRE TRACT CONVEYED TO A.C. WEIR PROPERTIES, LTD. IN A SPECIAL WARRANTY DEED DATED JULY 20, 2005 AND RECORDED IN DOCUMENT NO. 2005090431 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1048.20 ACRE TRACT DESCRIBED IN VOLUME 522, PAGE 451 AND REFERENCED IN VOLUME 784, PAGE 423 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 25.75 ACRE TRACT DESCRIBED IN VOLUME 1238, PAGE 445 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	(RECORD CHORD)
C1	6870.00'	0°57'22"	114.63'	N22°52'50"W	114.62'	
C2	6870.00'	3°04'34"	368.84'	S24°53'48"E	368.80'	(S24°52'26"E 368.87')

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1014-002-BASE

LEGEND

●	1/2" REBAR FOUND (OR AS NOTED)
B●	1/2" REBAR WITH "BURY" CAP FOUND
D●	1/2" REBAR WITH "DIAMOND SURVEYING" CAP FOUND
DW●	1/2" REBAR WITH "DEAN WOODLEY" CAP FOUND
T●	1/2" REBAR WITH "TERRA FIRMA" CAP FOUND
O	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
✱	COTTON SPINDLE FOUND
△	CALCULATED POINT
W.W.E.	WASTEWATER EASEMENT
U.A.E.	UTILITY ACCESS EASEMENT
( )	RECORD INFORMATION

LINE TABLE			
LINE	BEARING	DISTANCE	
L1	N22°22'11"W	308.82'	
L2	N38°56'20"E	181.93'	
L3	N30°13'34"E	238.98'	
L4	N05°36'31"E	100.72'	
L5	N31°09'39"W	98.36'	
L6	N34°41'33"W	84.88'	
L7	N48°01'59"W	215.06'	
L8	N06°20'22"E	64.75'	
L9	N45°26'26"W	77.47'	
L10	N58°43'03"W	411.20'	
L11	S80°19'38"W	22.03'	
L12	N22°23'02"W	269.50'	(RECORD)
L13	N71°09'02"E	173.04'	(N71°09'02"E 173.04')
L14	S88°44'51"E	261.33'	(S88°44'51"E 261.33')
L15	N85°58'39"E	269.27'	(N85°58'39"E 269.27')
L16	N77°49'02"E	243.17'	(N77°49'02"E 243.17')
L17	N70°07'47"E	135.27'	(N70°07'47"E 135.27')
L18	N59°30'47"E	122.13'	(N59°30'47"E 122.13')
L19	N80°20'51"E	68.14'	
L20	S01°28'00"W	939.20'	(S01°27'46"W 911.03')
L21	S26°29'53"W	1134.99'	(S26°29'39"W 1134.86')
L22	N22°22'11"W	252.27'	
L23	N22°40'24"E	113.52'	(N22°37'10"E 113.58')
L24	N22°22'14"W	438.04'	(N22°22'50"W 438.04')
L25	N67°22'14"W	105.09'	(N67°22'50"W 105.09')
L26	S22°23'02"E	314.68'	
L27	N22°23'02"W	50.07'	(N22°22'50"W 50.00')
L28	N85°42'54"E	159.75'	
L29	S49°57'54"E	231.63'	

7/24/2020

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

DATE OF SURVEY: 7/24/20
PLOT DATE: 7/24/20
DRAWING NO.: 1014-002-BASE
DRAWN BY: JBE
SHEET 1 OF 2

EXHIBIT B-1
Permitted Exceptions for Additional Weir Parkland

EXHIBIT B-1
Permitted Exceptions for Additional Weir Parkland

1. A 10 foot communication facilities easement granted to General Telephone Company of the Southwest, by instrument dated March 19, 1979, recorded in Volume 750, Page 722 of the Deed Records of Williamson County, Texas.
2. A 10 foot communication line easement granted to General Telephone Company of the Southwest, by instrument dated August 6, 1984, recorded in Volume 1062, Page 572 of the Deed Records of Williamson County, Texas.
3. A 10 foot communication line easement granted to GTE Southwest Incorporated, by instrument dated July 12, 1996, recorded under Document No.9643569 of the Official Records of Williamson County, Texas.
4. Wastewater easement granted to the City of Georgetown, by instrument dated June 5, 2007, recorded under Document No. 2007048915 of the Official Public Records of Williamson County, Texas.
5. The terms, conditions and stipulations of that certain Utility Access Easement Agreement dated September 4, 2008, recorded under Document No. 2008085852 of the Official Public Records of Williamson County, Texas.
6. The terms, conditions, stipulations and condemnation rights of that certain Resolution dated October 2, 2001, recorded under Document No. 2001079381 of the Official Public Records of Williamson County, Texas. (5.08 acres and 21.28 acres).
7. The rights of Upper Brushy Creek Water Control and Improvement District to levy taxes and issue bonds.
8. Changes in area or boundary resulting from erosion, accretion or avulsion caused by San Gabriel River, which forms a boundary of the subject property.
9. Access limitations as described in Agreed Final Judgment in Case No. 15-1180-CC4, County Court at Law No. 4, Williamson County, Texas, and recorded under Document No. 2021134533 of the Official Public Records of Williamson County, Texas.
10. Access Road Easement dated December 16, 2021 granted to Pedernales Electric Cooperative, Inc., recorded in Document No. 2021190864 of the Official Records of Williamson County, Texas.

EXHIBIT C
Additional Weir Parkland Deed

EXHIBIT C – FORM OF DEED

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.

SPECIAL WARRANTY DEED

This Special Warranty Deed ("**Deed**") is made as of _____, 20__ **A.C. WEIR PROPERTIES, LTD.,** a Texas limited partnership ("**Grantor**") and the **CITY OF GEORGETOWN**, a Texas home-rule municipal corporation (the "**Grantee**").

Grantor, for and in consideration of TEN AND NO/DOLLARS ($10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt of which is acknowledged, and to secure the payment of which no lien, express or implied, is retained, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee 23.886 acres, more or less, the real property more particularly described by metes and bounds and surveyor's sketch on **Exhibit A** to this Deed (the "**Real Property**"), together with all interest of Grantor in:

- Any improvements situated thereon and appurtenances thereto; and
- Any easements, rights-of-way, and rights of ingress or egress on, over, across or under the Real Property or that benefit the Real Property; and
- Any strips or gores of land adjoining the Real Property and abutting properties, whether owned or claimed by deed, limitations, or otherwise, and whether or not located inside or outside the Real Property; and
- Any land lying in or under the bed of the South Fork of the South San Gabriel River,

(collectively, the "**Property**") TO HAVE AND TO HOLD the Property, subject only to the Permitted Exceptions (defined below) together will all and singular the rights and appurtenances thereto in anywise belonging, to Grantee, its successors and assigns, forever; and Grantor binds itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property to 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.

2. Permitted Exceptions. The Property is conveyed free of all liens and encumbrances except those restrictions, easements, covenants, and encumbrances described on **Exhibit B** attached to this Deed, but only to the extent that the same are in existence as of the Effective Date and affect the Property (the "**Permitted Exceptions**").

3. Taxes. Grantor agrees to pay all liens on the Property (if any) and agrees to pay all ad valorem taxes due on the Property for the year of the Effective Date and all prior years (if any).

EXECUTED to be effective as of the date first above-written (the "**Effective Date**").

Exhibit A – Metes and Bounds and Surveyors Sketch of the Real Property
Exhibit B – Permitted Exceptions

(*The remainder of this page is intentionally left blank. Signatures, acknowledgements, and exhibits follow on separate pages.*)

EXHIBIT C – FORM OF DEED

GRANTOR:
A.C. WEIR PROPERTIES, LTD., a Texas limited partnership

By: A.C. Weir Properties GP, LLC, a Texas limited liability company, its general partner

By: _____
Michael R. Weir, President

State of TEXAS §
§
County of WILLIAMSON §

This instrument was acknowledged before me on _____, 20___, by Michael R. Weir, President of A.C. Weir Properties GP, LLC, a Texas limited liability company, the general partner in A.C. Weir Properties, Ltd., a Texas limited partnership, on behalf of said company and limited partnership.

(SEAL) _____

Notary Public, State of Texas

EXHIBIT C – FORM OF DEED

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney, City of Georgetown, Texas

Date:_____

EXHIBIT C – FORM OF DEED

AFTER RECORDING, RETURN TO THE CITY OF GEORGETOWN, TEXAS:
City Attorney
City of Georgetown
809 Martin Luther King Jr. St.
Georgetown, Texas 78626

EXHIBIT D
Intentionally Deleted

EXHIBIT E
Form of Developer Parkland Deed

EXHIBIT E – FORM OF DEED

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.

SPECIAL WARRANTY DEED

This Special Warranty Deed ("**Deed**") is made as of _____, 20__ **LAMY 2243, LTD.,** a Texas limited partnership ("**Grantor**") and the **CITY OF GEORGETOWN**, a Texas home-rule municipal corporation (the "**Grantee**").

Grantor, for and in consideration of TEN AND NO/DOLLARS ($10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt of which is acknowledged, and to secure the payment of which no lien, express or implied, is retained, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee _____ acres, more or less, the real property more particularly described by metes and bounds and surveyor's sketch on **Exhibit A** to this Deed (the "**Real Property**"), together with all interest of Grantor in:

- Any improvements situated thereon and appurtenances thereto; and
- Any easements, rights-of-way, and rights of ingress or egress on, over, across or under the Real Property or that benefit the Real Property; and
- Any strips or gores of land adjoining the Real Property and abutting properties, whether owned or claimed by deed, limitations, or otherwise, and whether or not located inside or outside the Real Property; and
- Any land lying in or under the bed of the South Fork of the South San Gabriel River,

(collectively, the "**Property**") TO HAVE AND TO HOLD the Property, subject only to the Permitted Exceptions (defined below) together will all and singular the rights and appurtenances thereto in anywise belonging, to Grantee, its successors and assigns, forever; and Grantor binds itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property to 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.

Grantor hereby reserves for Grantor, its successors and assigns an exclusive easement and right-of-way (the "**Drainage Easement**") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of drainage facilities and related appurtenances (collectively, the "**Facilities**") and allowing the flow of water on, over, across, under, and through the portion of the Property more particularly described on **Exhibit C** attached hereto and made a part hereof.

2. Permitted Exceptions. The Property is conveyed free of all liens and encumbrances except those restrictions, easements, covenants, and encumbrances described on **Exhibit B** attached to this Deed, but only to the extent that the same are in existence as of the Effective Date and affect the Property (the "**Permitted Exceptions**").

3. Taxes. Grantor agrees to pay all liens on the Property (if any) and agrees to pay all ad valorem taxes due on the Property for the year of the Effective Date and all prior years (if any).

EXECUTED to be effective as of the date first above-written (the "**Effective Date**").

Exhibit A – Metes and Bounds and Surveyors Sketch of the Real Property
Exhibit B – Permitted Exceptions
Exhibit C – Drainage Easement

(*The remainder of this page is intentionally left blank. Signatures, acknowledgements, and exhibits follow on separate pages.*)

EXHIBIT E – FORM OF DEED

GRANTOR:

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 _____, 2022, 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

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney, City of Georgetown, Texas

Date:_____

EXHIBIT E – FORM OF DEED

AFTER RECORDING, RETURN TO THE CITY OF GEORGETOWN, TEXAS:
City Attorney
City of Georgetown
809 Martin Luther King Jr. St.
Georgetown, Texas 78626

EXHIBIT E-1

Permitted Exceptions for Developer Parkland

EXHIBIT E-1
Permitted Exceptions for Developer Parkland

1. A 10 foot communication facilities easement granted to General Telephone Company of the Southwest, by instrument dated March 19, 1979, recorded in Volume 750, Page 722 of the Deed Records of Williamson County, Texas.
2. A 10 foot communication line easement granted to General Telephone Company of the Southwest, by instrument dated August 6, 1984, recorded in Volume 1062, Page 572 of the Deed Records of Williamson County, Texas.
3. A 10 foot communication line easement granted to GTE Southwest Incorporated, by instrument dated July 12, 1996, recorded under Document No. 9643569 of the Official Records of Williamson County, Texas.
4. Wastewater easement granted to the City of Georgetown, by instrument dated June 5, 2007, recorded under Document No. 2007048915 of the Official Public Records of Williamson County, Texas.
5. The terms, conditions, stipulations and condemnation rights of that certain Resolution dated October 2, 2001, recorded under Document No. 2001079381 of the Official Public Records of Williamson County, Texas.
6. The terms, conditions and stipulations of that certain Boundary Line Agreement dated March 29, 1985, recorded in Volume 1161, Page 98 of the Official Records of Williamson County, Texas.
7. All oil, gas and other minerals, together with all rights relating thereto, express or implied, reserved in instrument recorded under Document No. 2013028282 of the Official Public Records of Williamson County, Texas. Said mineral estate not traced further herein.
8. The terms, conditions and stipulations of that certain Williamson County Regional Habitat Conservation Plan Memorandum of Participation Agreement Relative to U.S. Fish and Wildlife Service Permit dated January 23, 2015, recorded under Document No. 2015016292 of the Official Public Records of Williamson County, Texas.
9. Road access easement granted to Enterprise Crude Pipeline LLC, by instrument dated February 15, 2016, recorded under Document No. 2016012937 of the Official Public Records of Williamson County, Texas, as further affected by Memorandum of Merger recorded under Document No. 2020082921 of the Official Public Records of Williamson County, Texas.
10. Terms, conditions and stipulations of that certain Edwards Aquifer Protection Plan approved April 22, 2016, evidenced by Affidavit recorded under Document No. 2016045986 of the Official Public Records of Williamson County, Texas.
11. Access limitations as described in Agreed Final Judgment in Cause No. 15-1180-CC4, County Court at Law No. 4, Williamson County, Texas, and recorded under Document No. 2021134533 of the Official Public Records of Williamson County, Texas.
12. Changes in area or boundary resulting from erosion, accretion or avulsion caused by San Gabriel River, which forms a boundary of the subject property.
13. Terms, conditions and stipulations of that certain Public Service Improvement Plan recorded under Document No. 2022037268 of the Official Public Records of Williamson County, Texas.

EXHIBIT F
Intentionally Deleted

EXHIBIT G

Form of Fire Truck Turnaround Easement

EXHIBIT G
FIRE TRUCK TURNAROUND EASEMENT

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

This Fire Truck Turnaround Easement (this "**Agreement**") is made on the _____ day of _____, 2022, at Georgetown, Texas, between LAMY 2243, Ltd., a Texas limited partnership (herein referred to as "**Grantor**"), and the **CITY OF GEORGETOWN**, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, ATTN: Georgetown City Secretary (herein referred to as **"Grantee"** or the "**City**"). Grantor and Grantee are sometimes collectively referred to herein as the "**Parties**." For the consideration and purposes set forth herein, the Parties agree as follows:

WHEREAS, Grantor owns approximately 68.080 acres of land situated in Williamson County, Texas, as more particularly described by metes and bounds and surveyors sketch on the attached **Exhibit A** (the "**Property**").

WHEREAS, pursuant to that certain "Development and Authorized Improvements Agreement" by and between Grantor (and others) and the City dated to be effective on _____, 2022 (the "**Development Agreement**"), Grantor and Grantee have agreed that the portion of the Property more particularly described below shall be conveyed as an easement to the City for use as a temporary turnaround location for emergency vehicles.

WHEREAS, the City requires an area for emergency vehicles to have room to turn around along the Parkland Entry Road, as defined in the Development Agreement; and

WHEREAS, Grantee desires to obtain from Grantor and Grantor has agreed to provide to Grantee an area for emergency vehicles to have room to turn around along the Parkland Entry Road as provided herein.

NOW, THEREFORE, in consideration of the premises, the sum of One and No/100 Dollars ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grantor hereby GRANTS, SELLS and CONVEYS to Grantees, its successors and assigns, a non-exclusive easement and right of way (the "**Easement**") for the inspection, construction, operation, maintenance, replacement, upgrade, and repair of a temporary all weather flexible base turnaround for emergency vehicle access in, under, upon, and

across the following described land, together with any improvements and fixtures thereon, to wit:

> Being all that certain [___-acre] (more or less) tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds and by surveyor's sketch in **Exhibit "B"** attached hereto and made a part hereof for all purposes (the "**Easement Area**").

2. The Easement Area may be used by Grantee and its successors and assigns, for the purposes set forth above. In addition, Grantee is authorized to remove or cause to be removed trees and brush and other debris or obstructions in the Easement Area so that it is suitable at all times for the intended purposes. Grantor shall not construct or place any structures, fences, walls, buildings, or other improvements or barriers on, over or across the Easement Area.

3. The duration of the grant of Easement is PERPETUAL; ***provided,*** that the Easement may be replaced or relocated under the following conditions:

a) **Replacement with Public Road Access** – If and when the Easement Area, or any portion thereof, is included in a City-approved and recorded subdivision plat that provides emergency vehicle access along the Parkland Entry Road via public road(s) established by such plat ("**Public Road Access**"), the Easement will automatically terminate as to the portions of the Easement Area that are replaced by the Public Road Access. In that event, Grantee shall, on Grantor's request, execute an addendum to this Agreement evidencing the termination of the Easement as to that portion of the Easement Area replaced by the Public Road Access; or

b) **Replacement with Alternative Access** - If and when the Easement Area, or any portion thereof, is replaced by emergency vehicle access along the Parkland Entry Road via a permanent perpetual access easement in a location acceptable to the Grantee, and conveyed to Grantee via separate instrument ("**Alternate Access**"), the Easement will automatically terminate as to the portions of the Easement Area replaced by the Alternate Access. In that event, Grantee shall, on Grantor's request, execute an addendum to this Agreement evidencing the termination of the Easement as to that portion of the Easement Area replaced by the Alternate Access.

EXHIBIT G
FIRE TRUCK TURNAROUND EASEMENT

4. The Easement and the rights and privileges granted by this Agreement are NON-EXCLUSIVE to Grantee, and Grantee acknowledges that Grantor may use the Easement Area for purposes that do not unreasonably interfere with Grantees' use of the Easement Area.

5. Grantor and Grantor's successors and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement, and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof, by, through or under Grantor but not otherwise, subject to all matters of record in Williamson County, Texas, to the extent same are valid and subsisting and affect the Easement Area.

6. Miscellaneous

a. Entire Agreement. Notwithstanding any terms, provisions or conditions of any other documents or instruments to the contrary, this Agreement constitutes the entire agreement among the Parties hereto as to the subject matter hereof, and the Parties do not rely upon any statement, promise or representation not herein expressed.

b. Amendments. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by an agreement in writing signed by the Parties hereto.

c. Governing Law. This Agreement shall be deemed to be a contract under the laws of the State of Texas which is performable in Williamson County, Texas, and for all purposes shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

d. Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof.

e. Binding on Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns and shall be deemed to be a covenant running with the land.

f. No Partnership. Nothing contained herein shall be construed to create a partnership between or among the Parties, nor shall it cause them to be considered

joint venturers or members of any joint enterprise. In addition, this Agreement is not intended to create any third party beneficiary except as otherwise provided.

g. Notices. Any notice hereunder must be in writing, and shall be effective when deposited in the United States Mail, Certified (Return Receipt Requested), or with a recognized overnight courier service, addressed to the parties as set forth below (or as may be designated from time to time as provided in this Section 7.g), or when actually received by the party to be notified, including electronically confirmed facsimile transmissions:

To Grantor:

Lamy 2243, Ltd.
C/o Cordova Real Estate Ventures
5515 Balcones Drive
Austin, TX 7873
Attn: Chris Whitworth

With a copy to:
Talley J. Williams
Metcalf Wolff Stuart & Williams, LLP
221 W. 6th Street, Suite 1300
Austin, TX 78701

To; City
City Manager
City of Georgetown
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

Exhibit "A" – Description of Grantor's Property
Exhibit "B" - Description of Easement Area

(Remainder of page intentionally blank.)
(Signature page follows.)

EXHIBIT G
FIRE TRUCK TURNAROUND EASEMENT

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date first written above (the "Effective Date").

GRANTOR:

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 _____, 2022, 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

APPROVED AS TO FORM:

_____

_____
City Attorney, City of Georgetown

AFTER RECORDING, RETURN TO:
City Attorney
City of Georgetown
809 Martin Luther King Jr. St.
Georgetown, Texas 78626

EXHIBIT G
FIRE TRUCK TURNAROUND EASEMENT

EXHIBIT A
METES AND BOUNDS OF PROPERTY
(*to be attached before recording*)

EXHIBIT B
METES AND BOUNDS OF EASEMENT AREA
(*to be attached before recording*)

EXHIBIT H

Amended Wastewater Easement

EXHIBIT"H"

AMENDMENT TO WASTEWATER EASEMENT

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

This Amendment to Wastewater Easement (the "**Amendment**") is made to be effective on the date shown below (the "**Effective Date**"), and is between **AC WEIR PROPERTIES, LTD**, a Texas limited partnership, whose current mailing address is 303 Ridge Run Drive, Georgetown, Texas 78628, Attn: Michael R. Weir ("**Weir**"), **LAMY 2243, LTD.,** a Texas limited partnership, whose current address is c/o Cordova Real Estate Ventures, 5515 Balcones Drive, Austin, Texas 78731, Attn: Chris Whitworth ("**Lamy**") (Weir and Lamy are collectively referred to in this Amendment as the "**Grantors**"), and the **CITY OF GEORGETOWN, TEXAS**, a Texas home-rule municipal corporation, whose address is P.O. Box 409, Georgetown, Texas 78627, Attn: Georgetown City Manager, as grantee ("**Grantee**" or "the **City**"). Grantors and Grantee are collectively referred to in this Amendment as "the **Parties**."

RECITALS

A. Effective June 5, 2007, Weir and the City entered into that certain Wastewater Easement recorded in the Official Public Records of Williamson County, Texas as Document No. 2007048915 the (the "**Original Easement**").

B. Effective March 29, 2013, Lamy acquired from Weir approximately 68.080 acres of land in Georgetown, Williamson County, Texas, more particularly described in that certain "Special Warranty Deed," by and between Weir and Lamy dated to be recorded in the Official Public Records of Williamson County, Texas as Document No. 2013028282 (the "**Lamy Tract**").

C. As of the Effective Date of this Amendment, the Original Easement lies in part on the Lamy Tract and in part on land still owned by Weir.

D. The Parties desire to amend the Original Easement solely to allow the portion of the "Easement Area" or "Property" (as those terms are defined in the Original Easement) described and/or depicted on **Exhibit A** attached hereto ("**Trail Easement Area**") to be used for additional purposes that do not conflict with the Original Easement, and the Parties agree that the additional uses will facilitate development of the Lamy Tract and the land still owned by Weir.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledges, the Parties agree as follows:

1. In addition to the purposes allowed in the Original Easement, the Trail Easement Area may also be used for the placement, installation, construction, operation, maintenance, repairing, replacing, rebuilding, relocating, removing and/or upgrading , public sidewalks, public pedestrian trails, public hike and bike trails, and related appurtenances including but not limited to irrigation lines, lighting, trash and/or recycling receptacles, benches, and landscaping, (collectively, the "**Trail Improvements**"), on, over, under, and across the Trail Easement Area.

2. In addition to the rights and privileges granted to Grantee in the Original Easement, as amended by this Amendment (collectively, the "**Easement**""), the Easement includes the following rights and privileges: (1) the right to change the size of the Facilities and the Trail Improvements located within the Trail Easement Area; (2) the right to relocate the Facilities and Trail Improvements within the Trail Easement Area; and (3) the right to remove from the Trail Easement Area all trees and parts thereof, or other obstructions, which endanger or may interfere with the Facilities or the Trail Improvements or the authorized uses of the Easement.

3. Grantors hereby dedicate the portion of the Trail Easement Area containing the Trail Improvements as a public sidewalk and/or public hike-and-bike trail.

4. Intentionally Deleted

5. The Parties acknowledge and agree that some or all of the Trail Improvements are to be constructed by H4 WR, L.P., a Texas limited partnership, pursuant to that certain "First Amendment to Consent Agreement," dated to be effective on July 16, 2018 between the City; Wolf Legacy, L.P., a Texas limited partnership; H4 WR, L.P., and Williamson County Municipal Utility District No. 29, recorded in the Official Public Records of Williamson County, Texas as Document No. 2018062670, as described in more detail in City Ordinance No. 2018-26 at Exhibit G-2 thereto, and Grantors agree that the rights granted to the City under this Agreement may be assigned by the City, in whole or in part, to H4 WR, L.P. and its agents for the purpose of constructing the Trail Improvements.

6. The Original Easement, together with and as amended by this Amendment, contain the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning Easement shall be of no force and

effect. Any subsequent amendment or modification must be in writing and agreed to by the parties.

7. Each Grantor represents and warrants to the City that it is a limited partnership validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas, and that the person executing this Agreement on behalf of said Grantor is duly authorized to do so.

8. All other terms and conditions of the Original Easement shall remain in full force and effect.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on to be effective on the ___ day of _____, 2022 (the "**Effective Date**").

[*The remainder of this page intentionally left blank.*
Signatures and acknowledgements follow on separate pages.]

GRANTOR:
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 _____, 2022, 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

GRANTOR:
A.C. Weir Properties, Ltd., a Texas limited partnership

By: A.C. Weir Properties GP, LLC, a Texas limited liability company,

Its General Partner

By:_____
Michael R. Weir, President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Michael R. Wier, President of A.C. Weir GP, LLC, a Texas limited liability company, as general partner of A.C. Weir Properties, Ltd., a Texas limited partnership, on behalf of said limited partnership.

_____
NOTARY PUBLIC, State of Texas

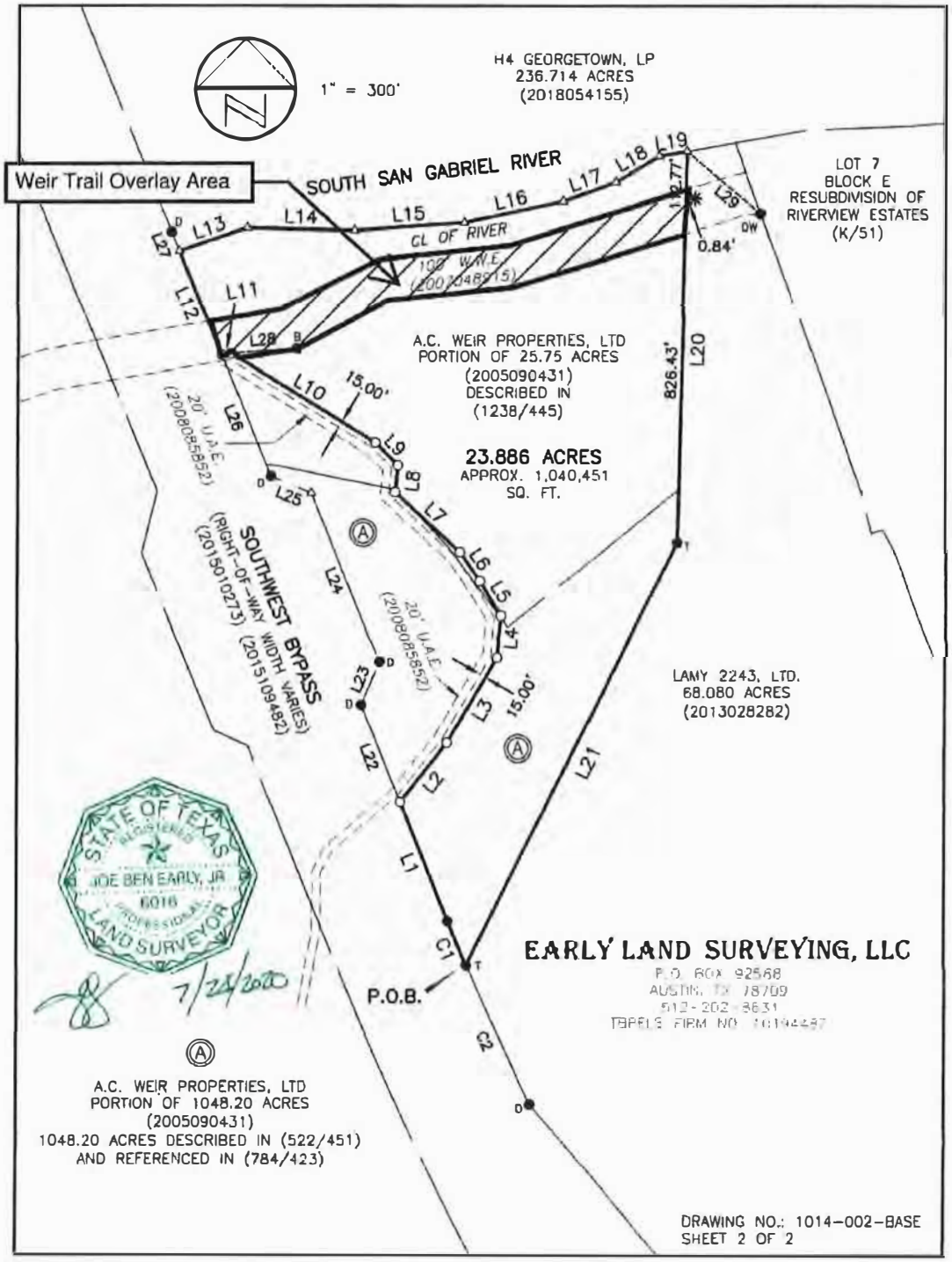
APPROVED AS TO FORM:

By: _____
Printed Name:_____
Title: City Attorney, City of Georgetown

AFTER RECORDING, RETURN TO:
City of Georgetown, Texas
City Attorneys Office
P.O. Box 409
Georgetown, Texas 78627

EXHIBIT A
TRAIL EASMENT AREA

WEIR:



LAMY:

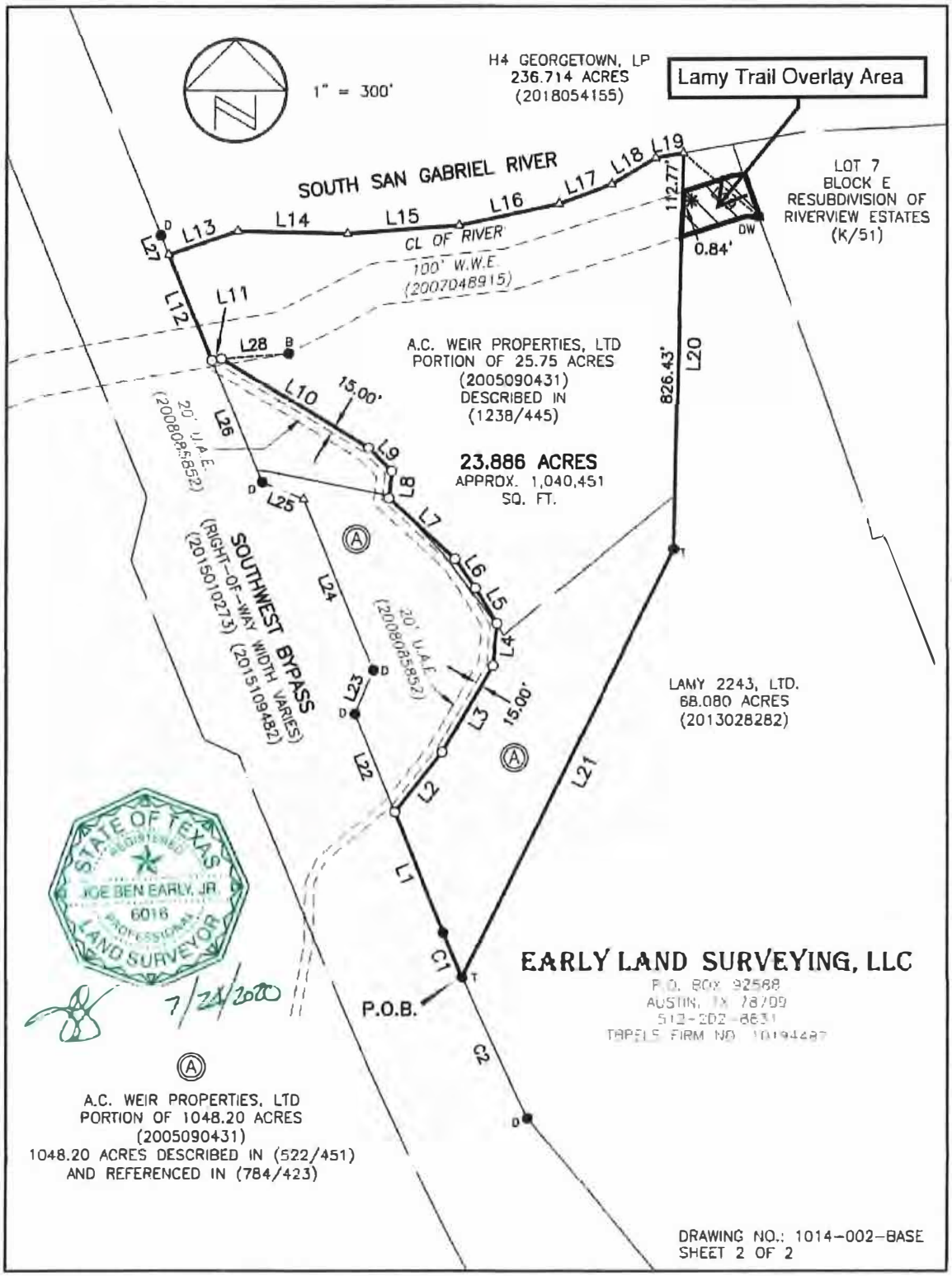

1" = 300'
H4 GEORGETOWN, LP
236.714 ACRES
(2018054155)
Lamy Trail Overlay Area
SOUTH SAN GABRIEL RIVER
CL OF RIVER
100' W.W.E
(2007048915)
LOT 7
BLOCK E
RESUBDIVISION OF
RIVERVIEW ESTATES
(K/51)
112.77'
0.84'
826.43'
A.C. WEIR PROPERTIES, LTD
PORTION OF 25.75 ACRES
(2005090431)
DESCRIBED IN
(1238/445)
23.886 ACRES
APPROX. 1,040,451
SQ. FT.
15.00'
20' U.A.E.
(2008085852)
SOUTHWEST BYPASS
(RIGHT-OF-WAY WIDTH VARIES)
(2015010273) (2015109482)
LAMY 2243, LTD.
68.080 ACRES
(2013028282)
L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16 L17 L18 L19 L20 L21 L22 L23 L24 L25 L26 L27 L28
C1 C2
P.O.B.
STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR
7/24/2020
EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487
A.C. WEIR PROPERTIES, LTD
PORTION OF 1048.20 ACRES
(2005090431)
1048.20 ACRES DESCRIBED IN (522/451)
AND REFERENCED IN (784/423)
DRAWING NO.: 1014-002-BASE
SHEET 2 OF 2

EXHIBIT I
Intentionally Deleted

EXHIBIT J
Insurance Requirements

EXHIBIT J
Insurance Requirements

1. CONTRACTOR shall purchase and maintain insurance in the types and amounts indicated below for the duration of the Agreement (unless a longer duration is specified), which shall include items owned by the City of Georgetown, Texas ("OWNER") in the care, custody and control of CONTRACTOR prior to and during the term of the Contract and all warranty periods. Failure to purchase and maintain the required insurance shall be grounds for Termination of the Agreement or Suspension of the Work by OWNER. Except for the Worker's Compensation policy, the other insurance policies required by the Agreement to be obtained by CONTRACTOR must state that OWNER, its officials, directors, employees, representatives, and volunteers are added as additional insureds with regard to operations and activities by or on behalf of the named insureds performed under contract with OWNER. The additional insured status must cover completed operations as well, and the policy covering completed work must remain in effect until the expiration of the statue of repose.
2. CONTRACTOR must complete and forward the required Certificates of Insurance to OWNER before the Agreement is executed as verification of coverage required below. CONTRACTOR shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by OWNER. Approval of insurance by OWNER shall not relieve or decrease the liability of CONTRACTOR hereunder and shall not be construed to be a limitation of liability on the part of CONTRACTOR. CONTRACTOR must also complete and forward the required Certificates of Insurance to OWNER whenever a previously identified policy period has expired as verification of continuing coverage.
3. Contractor's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better, except for hazardous material insurance which shall be written by companies with A.M. Best ratings of A- or better.
4. All endorsements naming the OWNER as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate: City of Georgetown, 113 E. Street, Georgetown, Texas 78626, ATTN: Contract Manager.
5. The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on any policy. It is agreed that the CONTRACTOR's insurance shall be considered primary with respect to any insurance or self-insurance carried by OWNER. The CONTRACTOR'S insurance

shall apply separately to each insured against whom a claim is made and/or lawsuits brought, except with respect to the limits of insurer's liability.

6. If insurance policies are not written for amounts specified below, CONTRACTOR shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
7. OWNER shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the Parties hereto or the underwriter on any such policies.
8. OWNER reserves the right to review the insurance requirements set forth during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by OWNER based upon changes in statutory law, court decisions, the claims· history of the industry or financial condition of the insurance company as well as CONTRACTOR.
9. CONTRACTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.
10. CONTRACTOR shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
11. The policies must contain the following language: "This policy shall not be cancelled, materially changed, or not renewed until after thirty (30) days prior written notice has been given to OWNER." In addition, CONTRACTOR shall provide OWNER thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicted within the Agreement.
12. If OWNER-owned property is being transported or stored off-Site by CONTRACTOR, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect OWNER's property.
13. The insurance coverages required under this contract are required minimums and are not intended to limit the responsibility or liability of CONTRACTOR.
14. Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the Agreement, at the Subcontractor's own expense, to maintain during the term of the Agreement, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative,

the CONTRACTOR may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. The CONTRACTOR's certificate of insurance shall note in such event that the Subcontractors are included as additional insureds and that CONTRACTOR agrees to provide Workers' Compensation for the Subcontractors and their employees. The CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. The CONTRACTOR must retain the certificates of insurance for the duration of the Agreement plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its subcontractors. The OWNER shall be entitled, upon request and without expense, to receive copies of these certificates.

B. Business Automobile Liability Insurance. Provide coverage for all owned, non-owned and hired vehicles in an amount not less than $1,000,000 combined single limit per accident for bodily injury and property damage. The policy shall contain the following endorsements in favor of OWNER:

- Waiver of Subrogation endorsement TE 2046A;

- 30-day Notice of Cancellation endorsement TE 0202A; and
- Additional Insured endorsement TE 9901 B.
- Provide coverage in the following types and amounts:

- A minimum combined bodily injury and property damage limit of $1,000,000 per occurrence. No aggregate shall be permitted for this type of coverage.

Such insurance shall include coverage for loading and unloading hazards.

C. Workers' Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). CONTRACTOR shall assure compliance with this Statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to Owner's Representative for every person providing services on the Project as acceptable proof of coverage. The required Certificate of Insurance must be presented as evidence of coverage for CONTRACTOR. Workers' Compensation Insurance coverage written by the Texas Workers Compensation Fund is acceptable to OWNER. CONTRACTOR's policy shall apply to the State of Texas and include these endorsements in favor of OWNER:

- Waiver of Subrogation, form WC 420304; and

- 30-day Notice of Cancellation, form WC 420601.

The minimum policy limits for Employers' Liability Insurance coverage shall be the minimum amounts required to meet the statutory requirements of Texas Labor Code, Section 401.011(44), or the following, whichever is greater:

- $1,000,000 bodily injury per accident, and
- $1,000,000 bodily injury by disease policy limit; and
- $1,000,000 bodily injury by disease each employee; and
- $1,000,000 Employer's Liability.

CONTRACTOR has the option to self-insure in accordance with applicable law and OWNER approval.

D. Commercial General Liability Insurance. The Policy shall contain the following provisions (to the extent available):

- Blanket contractual liability coverage for liability and indemnifications assumed under the Agreement and all contracts relative to this Project.
    - Completed Operations/Products Liability until the end the statute of repose period.
    - Explosion, Collapse and Underground (X, C & U) coverage.
    - Independent Contractor's coverage.
    - Aggregate limits of insurance per project, endorsement CG 2503.
    - OWNER listed as an additional insured, endorsement CG 2010.
    - 30-day notice of cancellation in favor of OWNER, endorsement CG 0205.
    - Waiver of Transfer of Recovery Against Others in favor of OWNER, endorsement CG 2404 fully insuring CONTRACTOR'S or Subcontractor's liability for bodily injury and property damages with a combined bodily injury (including death) and property damage minimum limit of:

$1,000,000 per occurrence

$2,000,000 general aggregate

$2,000,000 products and completed operations aggregate Coverage shall be on an "occurrence" basis.

E. Intentionally Omitted.

F. Umbrella Liability Insurance. The CONTRACTOR shall obtain, pay for, and maintain umbrella liability insurance during the contract term, insuring the CONTRACTOR (or subcontractor) for an amount not less than $1,000,000 that provides coverage at least as broad and applies in excess of and follows the form of the primary liability coverages required hereunder. The policy shall provide "drop down" coverage where underlying primary insurance coverages limits are insufficient or exhausted.

PERFORMANCE AND PAYMENT BONDS

A. General.

1. Bonds, when required by the Agreement or by Chapter 2253 of the Texas Government Code, shall be executed on forms furnished by or acceptable to OWNER. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

B. Performance Bond.

1. If the estimated cost of constructing the Required PID Improvement exceeds $100,000, CONTRACTOR shall furnish OWNER with a Performance Bond in the form set out by OWNER. The Performance Bond shall be effective for the term of the Agreement and through all warranty period(s).

2. If the estimated cost of constructing the Required PID Improvement exceeds $25,000 but is less than or equal to $100,000, CONTRACTOR shall furnish OWNER with a Performance Bond in the form set out by OWNER, unless the original estimated time for Completion of Construction is 60 Calendar Days or less, in which case CONTRACTOR can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no money will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER; CONTRACTOR shall be entitled to receive 95% of the estimated cost of construction of the Required PID Improvement following Final Completion, and the remaining 5% of the Contract Amount following the one year warranty period.

3. If the estimated cost of constructing the Parkland Improvements is less than or equal to $25,000, CONTRACTOR will not be required to furnish a Performance Bond.

4. If a Performance Bond is required to be furnished, it shall extend for the one-year warranty period, or longer if the warranty periods are longer.

C. *Payment Bond.*

1. If the estimated cost of constructing the Required PID Improvement exceeds $25,000, CONTRACTOR shall furnish OWNER with a Payment Bond in the form set out by OWNER.
2. If the estimated cost of constructing the Required PID Improvement is less than or equal to $25,000, CONTRACTOR will not be required to furnish a Payment Bond; provided that no money will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER.

D. *Power of Attorney.* Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

E. *Bond Indemnification.* The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD THE OWNER HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.

F. *Furnishing Bond Information.* OWNER shall furnish certified copies of the payment bond and the related Agreement to any qualified person seeking copies who complies with Tex. Gov't Code, §2253.026.

G. *Claims on Payment Bonds*. Claims on payment bonds must be sent directly to the CONTRACTOR and his surety in accordance with Tex. Gov't Code § 2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the CONTRACTOR on such Contract, and that reliance on notices sent to the OWNER may result in loss of their rights against the CONTRACTOR and/or his surety. The OWNER is not responsible in any manner to a claimant for collection

of unpaid bills and accepts no such responsibility because of any representation by any agent or employee.

H. *Payment Claims when Payment Bond not Required.* The rights of Subcontractors regarding payment are governed by Tex. Prop. Code, §§53.231 - 53.239 when the estimated cost of constructing the Required PID Improvement is less than $25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to the CONTRACTOR as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.

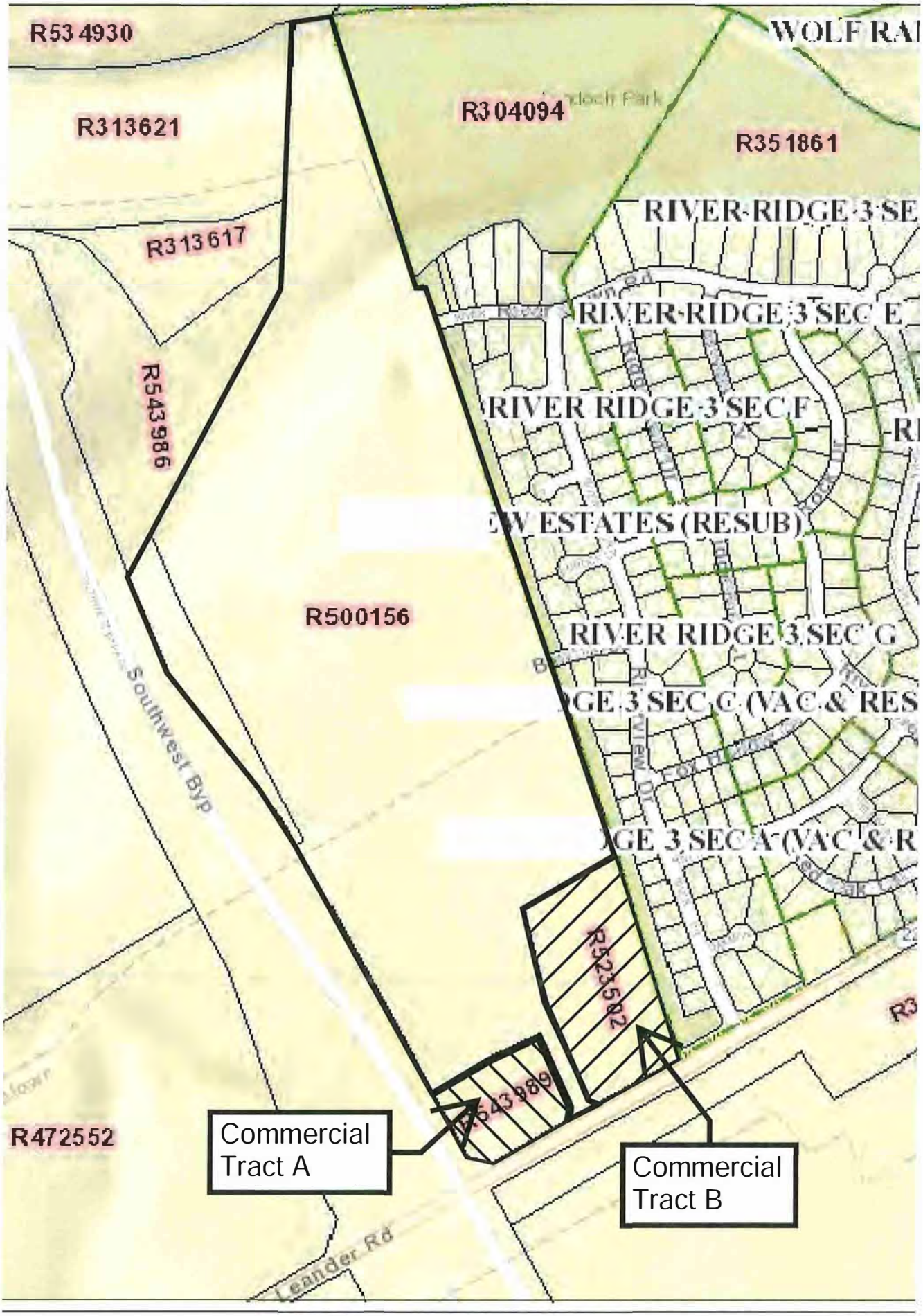
I. Minimum Standards for Sureties. Sureties shall be listed on the US Department of the Treasury's Listing Approved Sureties stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

EXHIBIT K
Bluffview Trail General Location Map

Exhibit K - Bluffview Trail (general location map)

EXHIBIT L
Weir Outlots

EXHIBIT L - WEIR OUTLOTS



This map is a user generated static output from an Int

EXHIBIT M
PID Dissolution Agreement

Exhibit "M"

AGREEMENT REGARDING THE DISSOLUTION OF THE BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT

This Agreement Regarding the Dissolution of the Bluffview Public Improvement District (the "Agreement") is entered into on this_____ day of _____ 2023, by LAMY 2243, Ltd., a Texas limited partnership, (the "Developer") and the City of Georgetown, a Texas home rule municipality (the "City"). The Developer and the City are hereinafter sometimes referred to collectively as the "Parties".

Whereas, the Developer requested the City establish the Bluffview Public Improvement District (the "District") in that certain Petition for the Creation of a Public Improvement District to Finance Certain Improvements to Bluffview Subdivision dated July 10, 2019 (the "Petition");

Whereas, on March 22, 2022, the City approved the formation of the District over the Property described in Exhibit A, attached hereto and incorporated herein for all purposes, by Resolution No. 032222- AA (the "Resolution"), recorded as Document No. 2022037268 in the Official Public Records of Williamson County, Texas;

Whereas, effective _____, 2023, the City, Developer, and A.C. Weir Properties, Ltd. entered into that certain "Development and Authorized Improvements Agreement" recorded as Document No. _____ in the Official Public Records of Williamson County, Texas (the "Development Agreement");

Whereas, effective _____, 2023, the City and Developer entered into that certain "PID Financing and Reimbursement Agreement" recorded as Document No. _____ in the Official Public Records of Williamson County, Texas (the "Financing Agreement");

Whereas, the Developer has requested the City to issue, or cause to be issued, bonds to assist with the financing of certain public improvements identified in the Resolution (the "PID Bonds"); and

Whereas, the Parties desire to provide for the dissolution of the District under the circumstances described in the Development Agreement and/or the Financing Agreement, or state law;

NOW, THEREFORE, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the parties agree as follows:

1. The Developer agrees that this Agreement constitutes Developer's petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, under the circumstances described in the Development Agreement, the Financing Agreement, state law and/or if the first issuance of PID Bonds or a levy of special assessments does not occur by December 31, 2029 (the "Authorization"). The Developer will not oppose the City's dissolution of the District undertaken in accordance with this Agreement, and will cooperate with the City to cause the District to be dissolved. The Authorization shall terminate and expire upon the later to occur of the following events: (i) the City issues an ordinance levying special assessments in the District, or (ii) the first issuance of the PID Bonds.

2. This Agreement shall be a covenant running with the land and shall be binding upon future owners of the Property or portions thereof and shall further be binding upon and inure to the benefit of the parties, their successors, and assigns. Owner shall cause any person or entity to whom Owner transfers the Property or any portion thereof (the "Subsequent Owner") to execute a document containing language substantially similar to that set forth in paragraph 1 granting the City the authorization to dissolve the District as provided in paragraph 1. Owner shall provide the City with a copy of said document upon the City's request.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Williamson County, Texas.

4. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and this Agreement is effective as of the first date indicated above.

[Signature Pages Follow]

Exhibit "M"

CITY:

City of Georgetown, Texas
a Texas home-rule municipal corporation

By:_____
Name: Josh Schroeder
Title: Mayor

Attest:

By:_____
Name: Robyn Densmore
Title: City Secretary

Approved as to Form:

By:_____
Name: Skye Masson
Title: City Attorney

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this_____ day of_____ _____, 2023, by Josh Schroeder, Mayor of the City of Georgetown, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

_____
Notary Public, State of Texas

DEVELOPER:

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_____ day of_____ _____, 2023, 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

EXHIIBT "A" TO PID DISSOLUTION AGREEMENT

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

Jonathan O. Nobles
Registered Professional Land Surveyor No. 5777

Date

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 N

Weir Development Agreement and Amendment(s) (Private Agreements)

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "**Agreement**') is made and entered into as of the ____ day of _____, 2022, by and between LAMY 2243, LTD., a Texas limited partnership ("**Lamy**"), and A.C. WEIR PROPERTIES, LTD., a Texas limited partnership ("**Weir**").

RECITALS:

A. Pursuant to that certain Contract of Sale dated effective September 13, 2012 (as amended, the "**Contract**"), Weir sold to Lamy, that certain tract of land (the "**Residential Tract**") situated in Williamson County, Texas, described on Exhibit A attached hereto and made a part hereof.

B. Weir is the owner of certain tract(s) of land (collectively, the "**Commercial Tract**") located adjacent to the Residential Tract situated in Williamson County, Texas, and depicted on Exhibit A attached hereto and made a part hereof. The Commercial Tract is comprised of "**Commercial Tract A**" (as depicted on Exhibit A attached hereto) and "**Commercial Tract B**" (as depicted on Exhibit A attached hereto).

C. Lamy has filed an application with the City of Georgetown, Texas ("**City**") to rezone the Residential Tract as "**Planned Unit Development**" or "**PUD**," and has also petitioned the City to create the "Bluffview Public Improvement District" ("**PID**") having boundaries coterminous with the Residential Tract.

D. The City has advised Lamy that, among other things, it will require dedication of additional public parkland and construction of certain public parkland improvements as a condition of creating a PID on the Residential Tract; and Weir has agreed to make additional land available for such public parkland purposes under the terms and conditions of this Agreement and the forthcoming Development and Authorized Improvement Agreement pertaining to the development of the Residential Tract and related matters.

E. Weir and Lamy enter into this Agreement to evidence their agreements with respect to the development of the Commercial Tract and the Residential Tract, installation and construction of certain subdivision improvements and other related matters.

AGREEMENTS:

Now THEREFORE, for $10.00 and other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, and in consideration of the mutual covenants and benefits in this Agreement, Weir and Lamy agree as follows.

Article I
GENERAL TERMS AND DEFINITIONS

1.1 Amendment and Restatement of Original Development Agreement. This Agreement amends and restates in its entirety and supersedes the Development Agreement

executed by Lamy and Weir dated March 29, 2013.

1.2 Definitions. In addition to the terms defined elsewhere in this Agreement, the following definitions will apply to this Agreement:

(a) "**Business Day**" means Monday through Friday of each week with the sole exception of any one or more of those days on which a Federal or state holiday falls and on which the County Clerk's office for Williamson County, Texas is closed.

(b) "**Development and Authorized Improvement Agreement**" shall mean the agreement to be entered into between the City, Lamy, and Weir pertaining to development of the Residential Tract, conveyance of parkland to the City (including the Weir Parkland), the construction of certain parkland improvements on the parkland, and related matters.

(c) "**Multifamily Tract**" shall mean that portion of the Residential Tract west of the Entry Road as generally shown on Exhibit A-1 attached to this Agreement.

(d) "**Party**" means Lamy or Weir, or any permitted assignee or successor of any of them under this Agreement.

(e) "**Property**" means, collectively, the Commercial Tract and the Residential Tract.

(f) "**Wastewater Facilities**" shall collectively mean the Initial Wastewater Facilities and the Additional Wastewater Facilities.

(g) "**Weir Parkland**" shall mean that certain 23.886-acre tract described by metes and bounds and surveyors sketch on Exhibit A to the Weir Parkland Deed attached as Exhibit G to this Agreement.

(h) "**Weir Parkland Deed**" shall mean the deed to the City from Weir for the Weir Parkland attached to this Agreement as Exhibit G.

Article II
CONSTRUCTION OBLIGATIONS AND RELATED MATTERS

2.1 Water Facilities. Lamy agrees, at Lamy's sole cost and expense, to construct certain water lines and related facilities (collectively, the "**Water Facilities**") in order to provide water service to Commercial Tract A and Commercial Tract B, which Water Facilities shall be constructed and installed in substantial accordance with the specifications set forth in Exhibit B hereto. The Water Facilities shall be designed and constructed in accordance with the requirements of all governmental authorities having jurisdiction over same. Lamy shall use its commercially reasonable efforts to obtain final approval and acceptance of the Water Facilities by the City and provide evidence of same to Weir on or before June 1st, 2024.

2.2 Wastewater Facilities.

(a) Lamy agrees, at Lamy's sole cost and expense, to construct or cause to be constructed a wastewater line and related appurtenances commencing at a point of

connection with the City's South San Gabriel River located in or alongside the South San Gabriel River, as generally shown on Exhibit C attached hereto, with the final diameter(s) and location to be determined during design, in order to provide sanitary sewer service to the Residential Tract, Commercial Tract B, and the final point of discharge if Commercial Tract A is served via grinder pump(s)(collectively, the "**Initial Wastewater Facilities**"). It is intended that Commercial Tract A will be served by a grinder pump or multiple grinder pumps if Commercial Tract A is subdivided. Lamy shall be responsible for providing Weir with documentation from the City that the use of grinder pumps is acceptable for the City and Lamy shall be responsible for the cost of any grinder pumps and associated force mains from the grinder pump to the future sewer stub or manhole. If the City doesn't allow Commercial Tract A wastewater service to be provided via grinder pumps, then Lamy shall be required to construct a gravity flow line to serve Commercial Tract A as part of the Initial Wastewater Facilities and the term "Initial Wastewater Facilities" shall thereafter be deemed to include the gravity flow line instead of the grinder pump(s).

Notwithstanding the foregoing, the Initial Wastewater Facilities shall be designed and constructed in accordance with the requirements of all governmental authorities having jurisdiction over same. Lamy shall use its commercially reasonable efforts to obtain final approval and acceptance of the Initial Wastewater Facilities by the City and provide evidence of same to Weir on or before June 1st, 2024.

(b) Concurrently with the development of the Multifamily Tract, Lamy agrees, at Lamy's sole cost and expense, to construct or cause to be constructed a wastewater line and related appurtenances, with the final diameter(s) and location to be determined during design, in order to provide sanitary sewer service to Commercial Tract A (collectively, the "**Additional Wastewater Facilities**"). The Additional Wastewater Facilities shall be designed and constructed in accordance with the requirements of all governmental authorities having jurisdiction over same. Lamy shall use its commercially reasonable efforts to obtain final approval and acceptance of the Additional Wastewater Facilities by the City and provide evidence of same to Weir on or before June 1st, 2026. If the Initial Wastewater Facilities include a grinder pump serving Commercial Tract A, then once the Multifamily Tract is developed and the Additional Wastewater Facilities are constructed, the grinder pump service will be replaced by gravity flow sewer service at Lamy's expense. In conjunction with the construction of the Additional Wastewater Facilities, Lamy shall also be responsible for removing the grinder pumps to allow for future gravity service through the Multifamily Tract.

(c) The depiction of the Initial Wastewater Facilities shown on Exhibit C Page 1 is an initial alignment/location and has not been formally approved by the City. During the City design process Lamy and Weir shall work together to finalize the alignment in a location acceptable to Lamy, Weir and the City. When requested by Developer, Weir shall dedicate one or more wastewater easements for the benefit of the City to allow for the installation of the Wastewater Facilities.

2.3 Storm Water Facilities.

(a) Lamy agrees, at Lamy's sole cost and expense, to construct a detention and water quality pond (the "**Detention and Water Quality Pond**") and related drainage facilities (collectively, the "**Storm Water Facilities**"), in substantial accordance with the

specifications set forth in Exhibit D attached hereto; provided, however, if Lamy obtains approval from the City to waive the detention requirement, the Detention and Water Quality Pond shall only be required to be constructed for purposes of water quality and shall become Water Quality Pond. In consideration of Weir's agreement to allow Commercial Tract A to be served by grinder pump, as set forth in Section 2.2(b) above, Lamy shall design and construct the Storm Water Facilities in a manner sufficient to accommodate storm water flowage from Commercial Tract A and Commercial Tract B, and the Storm Water Facilities shall be installed in accordance with the requirements of all governmental authorities having jurisdiction over same. The location of the Storm Water Facilities is generally depicted on Exhibit D attached hereto. Lamy shall use its commercially reasonable efforts to obtain final approval and acceptance of the Storm Water Facilities by the City and provide evidence of same to Weir on or before June 1st, 2024.

(b) Each Party hereby acknowledges that if the City does not allow Commercial Tract A to be served by grinder pump, as set forth in Section 2.2(b) above, Lamy shall no longer be required to design and construct Storm Water Facilities serving Commercial Tract B and therefore, Weir (or any subsequent owner of Commercial Tract B) shall be responsible for any Storm Water Facilities required for the development of Commercial Tract B. However, if grinder pumps are not allowed, Lamy will still be required to install a Detention and Water Quality Pond for Commercial Tract A subject to section 2.3 (a)

(c) Other than the Storm Water Facilities, any other ponds or other stormwater or water runoff controls or subdivision infrastructure which are located on any Party's property shall be built and maintained by such Party at its sole cost and expense.

(d) Prior to commencing construction of the Storm Water Facilities, the parties whose property will use and benefit from the Storm Water Facilities will enter into a restrictive covenant, easement and maintenance agreement that requires each party (or an applicable homeowners association) to contribute financially to the maintenance of the Storm Water Facilities based upon the relative projected water flowage from the respective properties.

(e) Lamy and its successors shall have the right to expand the Detention and Water Quality Pond to accommodate future development of the Residential Tract or to accommodate a third-party beneficiary to be determined by Lamy, in its sole discretion.

(f) Lamy shall be allowed to construct a temporary drainage berm on Commercial Tract B as shown on Exhibit D to deter drainage runoff from the Entry Road. Weir will cooperate with Lamy to accommodate easements for the temporary drainage berm if required by the City.

2.4 Roadway and Entry Improvements.

(a) Lamy agrees, at Lamy's sole cost and expense, to construct and install (i) an entry road across the Commercial Tract from F. M. Highway 2243 to the Residential Tract (the "**Entry Road**"), and (ii) certain entryway features and landscaping (the "**Entryway Features**") (the Entry Road and the Entryway Features are sometimes hereinafter referred

to collectively as the "**Road/Entryway Improvements**"), in substantial accordance with the specifications set forth in Exhibit D hereto. The Road/Entryway Improvements shall be designed and constructed in accordance with the requirements of all governmental authorities having jurisdiction over same. The location of the Entry Road and Entryway Features is generally depicted on Exhibit D attached hereto. Lamy agrees to coordinate the median break location for Commercial Tract A with Weir, subject to any applicable design requirements requested by the City. Notwithstanding the foregoing, Weir and Lamy acknowledge and agree that the final location and design of the Road/Entryway Improvements may be modified or changed in order to satisfy and comply with the requirements and specifications of governmental authorities. Weir shall grant, by plat or other written instrument, such easements and rights-of way over and across the Commercial Tract as may be necessary to construct and utilize the Road/Entryway Improvements. Furthermore, Weir shall be entitled to install and utilize such driveways, curbcuts, access points, utilities, utility connections and roadway connections over and connecting to the Roadway/Entryway Improvements as may be necessary or beneficial for the use and development of the Commercial Tract. Lamy shall use its commercially reasonable efforts to obtain final approval and acceptance of the Entry Road by the City and provide evidence of same to Weir on or before June 1st, 2024.

(b) After the PUD has been approved by the City, Lamy and Weir agree to reconfigure the boundaries of the Commercial Tract and Residential Tract to accommodate the relocation of the driveway of the Entry Road.. Lamy and Weir further agree to effectuate this reconfiguration of boundaries by "swapping land" and no further consideration shall be paid by either Party. It is expected that Commercial Tract A will increase to 4.01 acres and Commercial Tract B will decrease to 4.75 acres, as depicted on Exhibit J attached hereto. Lamy shall be responsible for any survey work and drafting of the deeds associated with this transaction.

(c) During the City's platting and subdivision process, Lamy intends to seek approval from the City for a monument/entry sign within the median of the Entry Road If the City does not approve the location of a monument/entry sign within the median of the Entry Road, Weir herby agrees to grant Lamy a monument/entry sign easement on each of the Commercial Tracts in the general locations shown on Exhibit F attached hereto.

2.5 Temporary Residential Signs. Weir agrees that Lamy shall have the right to erect one or more signs not exceeding 12 feet in width and 12 feet in height to be located on the Commercial Tract fronting F.M. Highway 2243, which signs shall be for the purpose of advertising the residential development on the Residential Tract, provided such signs are in compliance with applicable laws. Upon request by Lamy, Weir shall record a temporary sign easement in the Official Public Records of Williamson County, Texas, benefiting Lamy in form reasonably acceptable to Lamy. Notwithstanding the foregoing, in the event Weir sells or develops the property on which a sign is located, Lamy shall at Weir's request, relocate Lamy's marketing sign to another location on the Commercial Tract fronting F.M. Highway 2243. On or before the date which is the earlier of (i) December 31, 2027, or (ii) the date all houses constructed on the Residential Tract have sold to third parties, Lamy shall remove such marketing signs at Lamy's cost.

2.6 Platting; Zoning; Granting of Easements; Approval of Plans; Development

Cooperation; Architectural Standards; Wildlife Tax Exemption.

(a) Lamy shall, at its sole cost and expense and as soon as commercially practicable after the date hereof, use its commercially reasonable efforts to cause the Residential Tract to be zoned "PUD".

(b) Weir and Lamy shall each grant, by plat or separate legal instrument, such easements, rights-of-way and other matters and agreements as are necessary or desirable in connection with the construction, installation, permitting, use and maintenance of the Water Facilities, the Wastewater Facilities, the Storm Water Facilities and/or the Road/Entryway Improvements.

(c) Prior to commencement of the construction or installation of the Water Facilities, the Wastewater Facilities, the Storm Water Facilities and/or the Road/Entryway Improvements, Lamy shall submit to Weir final plans for such improvements for Weir's review and approval (which approval shall not be unreasonably withheld, conditioned or delayed).

(d) Weir and Lamy hereby agree to reasonably cooperate with the other party in connection with the development of the Commercial Tract and the Residential Tract, which cooperation shall include, without limitation, the execution and delivery of any easements, consents, plats, dedications and other documents and agreements as may be reasonably requested by any Party. The Parties shall mutually cooperate with each other and to do all things as are reasonable and necessary (without the incurrence of any expense except as provided herein) to assist the other Parties in accomplishing the purposes of this Agreement. All Parties hereto agree that, at all times and in all matters respecting the development of the Commercial Tract and the Residential Tract, they will deal with each other in good faith, they will cooperate with each other in carrying out the development of the Commercial Tract and the Residential Tract, they will not unreasonably withhold or delay consent when needed by any other Party and provided for or required herein, and they will execute and deliver any document reasonably needed by any other Party in order to fulfill the purposes of this Agreement.

2.7 Architectural Standards. Lamy hereby agrees that any single family residence constructed on the Residential Tract shall comply with architectural standards (the "**Architectural Standards**") which are substantially the same as or better than the standards applicable to the residential subdivision located immediately east of the Residential Tract. Upon the request of either Party, Weir and Lamy shall mutually define and agree upon the Architectural Standards in writing. Furthermore, each Party hereby acknowledges that i) the "**Village Builders**" residential product currently being constructed by Lennar Homes of Texas (or an affiliate thereof) in the Terra Vista Subdivision located in Round Rock, Texas, or ii) the Residential Architectural Standards attached in Exhibit E satisfies and complies with the Architectural Standards. Upon the written request of Weir, Lamy shall execute and record an instrument in the Official Public Records of Williamson County, Texas, for the benefit of Weir, which shall impose the Architectural Standards against the Residential Tract.

2.8 Wildlife Tax Exemption. From and after the date hereof, unless Lamy elects

otherwise, Weir shall use reasonable efforts to assist Lamy in maintaining the wildlife ad valorem tax exemption with respect to the Residential Tract.

2.9 Temporary Landscape Easement. Weir agrees to grant Lamy a temporary access and landscape easement to allow Lamy to enter onto the portion of the Commercial Tract generally depicted on Exhibit F-1 attached hereto to maintain the existing landscaping, trees and shrubs and, at Lamy's option, to install grass and an irrigation system for such landscaping. This temporary access and landscape easement is contemplated as an interim/temporary easement that will be terminated whenever Commercial Tracts A and B are developed for their final use.

2.10 Weir Parkland Provisions.

(a) Weir agrees that it shall, simultaneously with its execution of this Amendment:

(1) Execute the Weir Parkland Deed attached to this Agreement as Exhibit G conveying, at no cost to the City, the Weir Parkland to the City. Upon satisfaction of the Weir Parkland Conveyance Condition (defined below), Weir agrees that the Weir Parkland Deed may be released from escrow to the City for recordation in the Official Public Records of Williamson County, Texas. In addition, and in connection therewith, Weir acknowledges and agrees that (i) Lamy and/or the City shall have the right modify the list of Permitted Exceptions (Exhibit B to the Weir Parkland Deed attached to this Amendment as Exhibit G) prior to recording the Weir Parkland Deed if and as allowed by the Development and Parkland Improvement Agreement, (ii) Weir must remove all mortgages, deeds of trust, judgment liens, mechanic's and materialmen's liens, and other liens and encumbrances against the Weir Parkland (other than liens for taxes and assessments which are not delinquent) which either secure indebtedness or can be removed by payment of a liquidated sum of money prior to the occurrence of the Weir Parkland Conveyance Condition; (iii) beginning on the Effective Date and continuing until recordation of the Weir Parkland Deed, Weir shall not (x) develop, grade, or otherwise alter the Weir Parkland, or (y) voluntarily create encumbrances on the Weir Parkland other than those listed as Permitted Exceptions (Exhibit B to the Weir Parkland Deed attached to the Amendment as Exhibit G) prior to the recordation of the Weir Parkland Deed without the prior written consent of both Lamy and the City; and

(2) Execute the Access and Construction Easement (herein so called) attached hereto as Exhibit H granting Lamy and/or the City the right to enter the Weir Parkland to construct the Wastewater Line, parkland improvements, drainage improvements, roadway improvements or any other applicable improvements, if needed, on the Weir Parkland; and

(3) Execute the Amendment to Wastewater Easement (pertaining to the Wastewater Easement recorded in Document No. 2007048915 of the Official Public Records of Williamson County, Texas) attached hereto as Exhibit I ("**Amendment to Wastewater Easement**") authorizing the City, the City's authorized agent, and/or H4 WR, L.P., a Texas limited partnership, to construct or cause to be constructed certain trail improvements more particularly described in said Amendment to Wastewater Easement

solely within the portions of the existing wastewater easement area that are located in the Weir Parkland and the parkland being dedicated on the Residential Tract; and

(4) Execute the Development and Authorized Improvement Agreement by and between the City, Lamy, and Weir solely for the purpose of evidencing Weir's consent to the terms therein related Weir's obligations to convey the Weir Parkland and execute the Amendment to Wastewater Easement.

(b) Lamy agrees that it shall:

(1) Also execute the Amendment to Wastewater Easement;

(2) Cause the City to hold the Weir Parkland Deed in escrow and not release the Weir Parkland Deed for recordation until after the Wastewater Facilities are substantially completed and have been accepted by the City for operation and maintenance (the "**Weir Parkland Conveyance Condition**") and remove inapplicable Permitted Exceptions (Exhibit B to the Weir Parkland Deed attached as Exhibit G to this Amendment) as allowed or required by Section 2.10(a)(1) of the Agreement and the Development and Parklands Agreement; and

(3) Within ten (10) business days after City Council's approval of the Development and Authorized Improvement Agreement, record in the Official Public Records of Williamson County, at Lamy's expense, the Access and Construction Easement attached hereto as Exhibit H, and, if requested by Weir or the City, to file a release of said easement on completion of the construction activities authorized therein; and

(4) Cause the City to hold the Amendment to Wastewater Easement in escrow and not release the Amendment to Wastewater Easement until the City Council has approved the Development and Authorized Improvement Agreement; and

(5) Hold the Development and Authorized Improvement Agreement executed by Weir in escrow until it has also been executed by the City and Lamy, at which time Lamy shall release Weir's executed counterpart to the City so that it can be attached to the final Development and Authorized Improvement Agreement and recorded, at Lamy's expense, in the Official Records of Williamson County, Texas, and thereafter provide Weir with a fully executed, recorded copy of same.

2.11 Covenants Run With the Land. The rights, obligations and benefits established pursuant to this Agreement shall run with the land and be appurtenant to the Commercial Tract and Residential Tract and shall be binding on Weir and Lamy and their respective successors and assigns and all subsequent owners of any portion of the Property.

Article III
GENERAL PROVISIONS RELATING TO BREACH OR DEFAULT.

3.1 Default; Notice and Cure. If any Party shall breach this Agreement or default under this Agreement (the "**Defaulting Party**"), either or both of the other Parties, as applicable (the "**Non- Defaulting Party**"), may give the Defaulting Party notice of such

breach or default, and the Defaulting Party will have thirty (30) days from the date of such notice to cure such breach or default. Provided, however, if such breach or default cannot be cured within such 30-day period, then, so long as the Defaulting Party has commenced cure of the asserted default within such 30-day period and is diligently pursuing the cure of such asserted default, the Non-Defaulting Party will not exercise any rights or remedies under this Agreement.

3.2 Rights and Remedies. Any Non-Defaulting Party shall have the right to cure a Defaulting Party's breach or default and to seek reimbursement for the cost of such curative actions from the Defaulting Party, as well as pursue any other remedy available at law or inequity, including without limitation injunctive or declarative relief.

3.3 No Waiver. No failure of any Party to exercise any power given to such Party hereunder or to insist upon strict compliance by any other Party with its obligations hereunder and no custom or practice of the Parties in variance with the terms hereof shall constitute a waiver of any Party's right to demand compliance with the terms thereof.

3.4 No Termination. The Parties expressly agree that any Party's breach of or default under this Agreement shall not entitle any other Party to cancel, rescind or otherwise terminate this Agreement. Such limitation shall not affect in any manner any other rights or remedies which the non-defaulting party may have hereunder by reason of any such breach or default.

3.5 Attorneys Fees. In the event of any legal proceedings arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its attorney's fees and expenses and court costs.

Article IV
MISCELLANEOUS PROVISIONS

4.1 Notice. All notices, demand, statement and requests required or permitted to be given under this Agreement shall be given in writing and shall be deemed given when delivered by messenger delivery or on the date of deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, properly addressed as follows:

If to Weir:

A.C. Weir Properties, Ltd.
Attn: Michael R. Weir
303 Ridge Run Drive Georgetown, TX 78628
Phone: 512.818.1034 Fax: 512.819.9168
E-mail: weir@wm.com

With copy to:

Sneed, Vine & Perry, P.C.
1104 South Church St.

Georgetown, TX 78626
Attn: Paul Jordan, Esq.
Phone: 512.930.9775
E-mail: pjordan@sneedvine.com

If to Lamy:

Lamy 2243, Ltd.
5515 Balcones Drive
Austin, Texas 78731
Attn: Chris Whitworth
Phone: (512) 956-5600
E-mail: chris@cordovarev.com

With copy to:

Metcalfe Wolff Stuart & Williams LLP
221 West 6th Street, Suite 1300
Austin, Texas 78701
Attn: Talley J. Williams
Phone (512) 404-2234
E-mail: twilliams@mwswtexas.com

or to such other address as either party may designate by written notice to the other party given in the manner hereinabove provided.

4.2 Construction, Interpretation, and Severability.

(a) THIS AGREEMENT SHALL BE GOVERNED AND INTERPRETED UNDER THE LAWS OF THE STATE OF TEXAS.

(b) Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

(c) All exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

(d) This Agreement contains the entire agreement between the parties relating to the subject matter hereof. The parties agree that there are no oral agreements, understandings, representations, or warranties which are not expressly set forth herein. This Agreement cannot be amended or varied except by written agreement executed by Parties.

(e) The Parties hereto acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. The Parties have equal bargaining power, and intend the

plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the Party who causes the uncertainty to exist or against the draftsman.

(f) If any provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, 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.

4.3 Assignment; No Third Party Beneficiary. This Agreement is not intended to and does not confer on any person other than Weir and Lamy, and their successors and permitted assigns, any rights, obligations, remedies, or liabilities. This Agreement is solely for the benefit of Weir and Lamy and their successors and permitted assigns. Lamy shall have the right to assign its rights and obligations under this Agreement to any party that hereafter acquires the Residential Tract and, so long as such assignee assumes all obligations of Lamy hereunder, Lamy shall automatically be released of any further liability under this Agreement.

4.4 Multiple Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall constitute an original and shall together constitute one and the same instrument.

4.5 Exhibits. The following exhibits are attached to and incorporated in this Agreement by reference:

Exhibit A - Residential and Commercial Tracts
Exhibit A-1 – Multifamily Tract
Exhibit B – Specifications For Water Facilities
Exhibit C – Specifications For Wastewater Facilities
Exhibit D– Specifications For Storm Water Facilities and Entry Road
Exhibit E - Design Standards from Authorized Improvements Agreement
Exhibit F – Monument/Entry Sign Easement
Exhibit F-1 – Temporary Landscape Easement
Exhibit G – Weir Parkland Deed
Exhibit H – Access and Construction Easement
Exhibit I – Amendment to Wastewater Easement (San Gabriel Trail Construction)
Exhibit J – Reconfiguration of Commercial Tract

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WEIR:

A.C. Weir Properties, Ltd.
a Texas limited partnership

By: A.C. Weir Properties GP, LLC,
a Texas limited liability company
its general partner

By: _____
Michael R. Weir, President

LAMY:

LAMY 2243, LTD.,
a Texas limited partnership

By: Bluffview 2021 GP, LLC
Its: General Partner

By: _____
Name:_____
Title: Manager

EXHIBIT A - RESIDENTIAL TRACT AND COMMERCIAL TRACT

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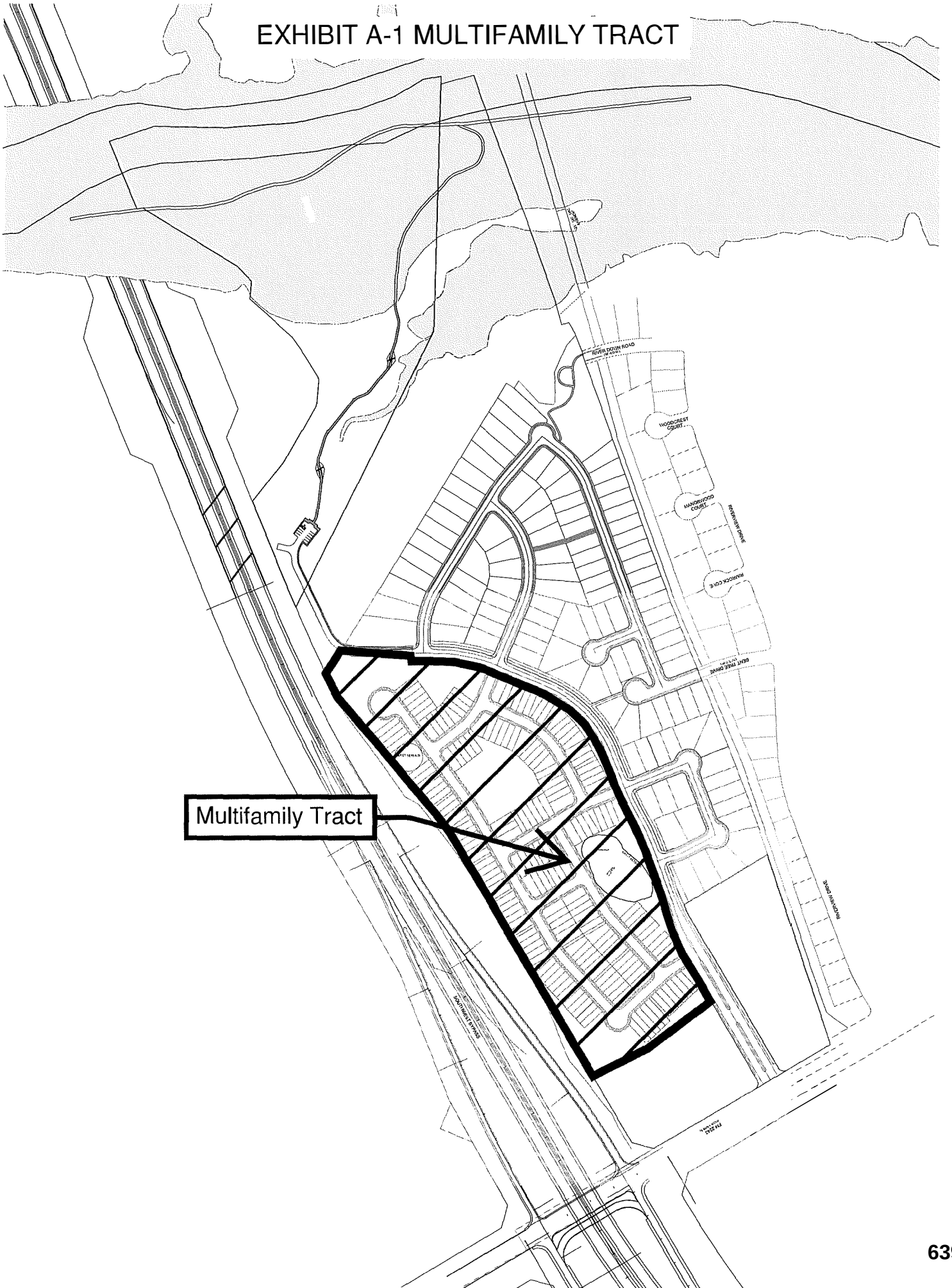
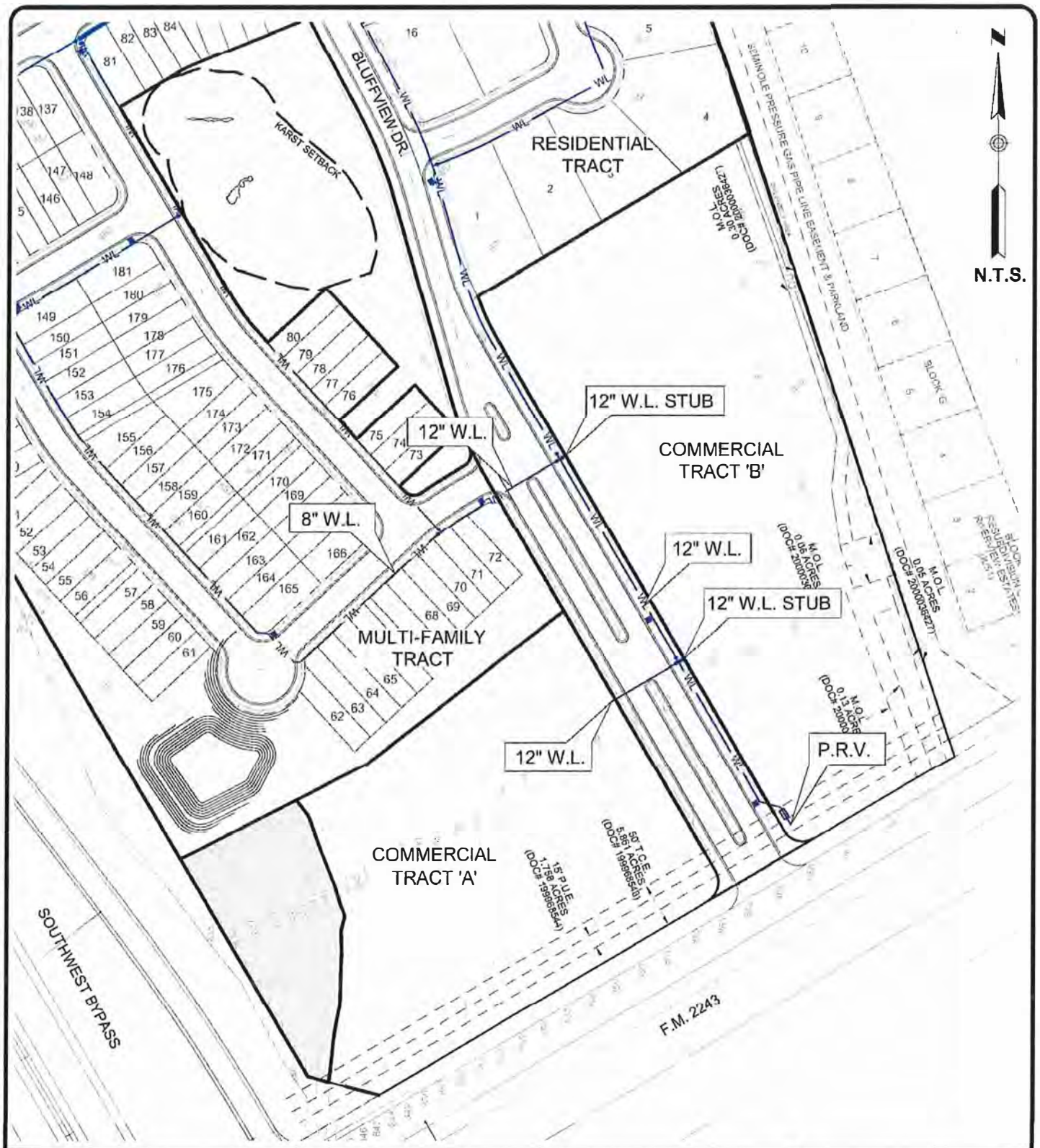
EXHIBIT A-1 MULTIFAMILY TRACT





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
EXHIBIT B WATER FACILITIES

APPCD-WWW-exb3.dwg

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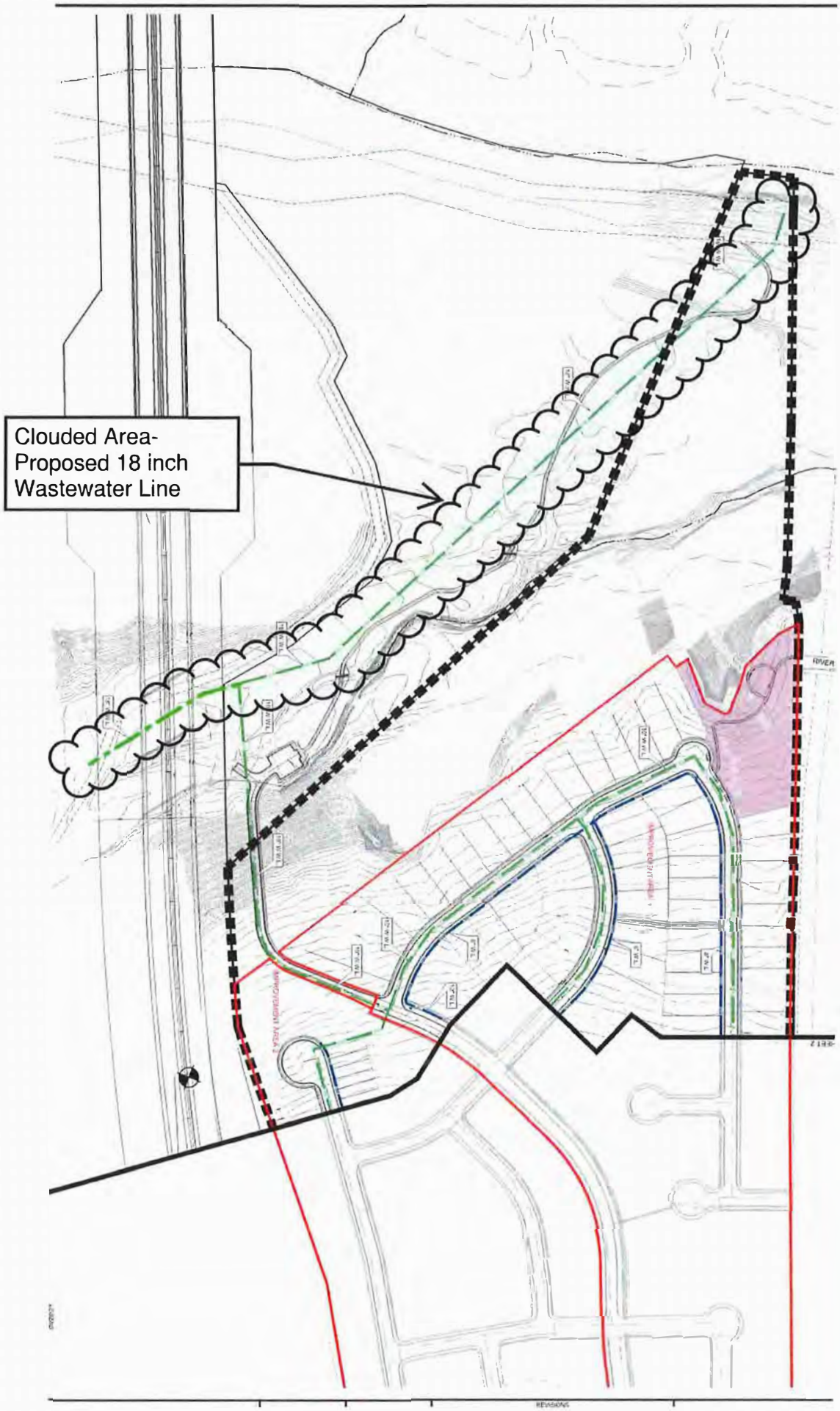
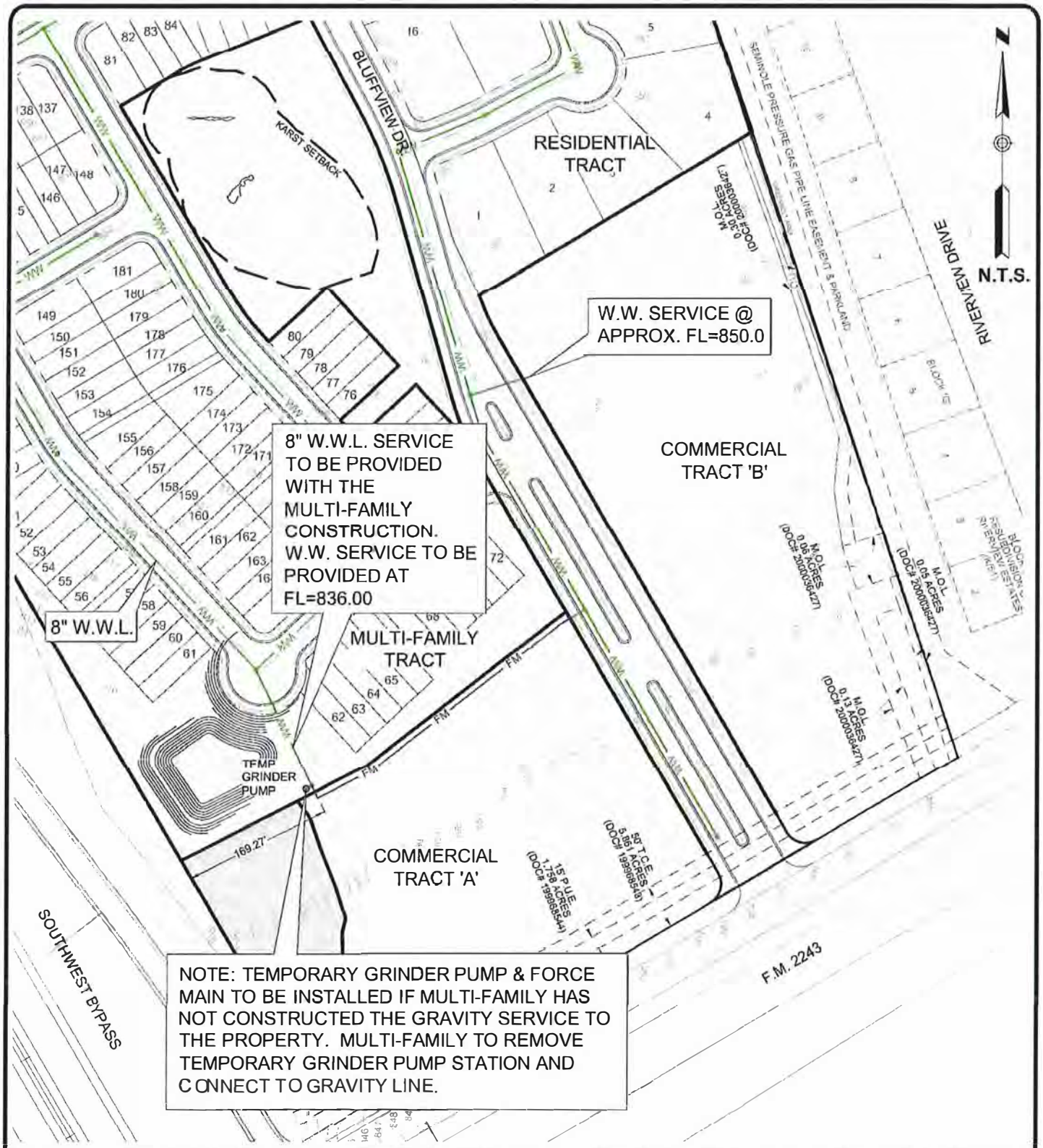


LJA Engineering, Inc.

EXHIBIT C WASTEWATER FACILTIES 1 OF 2



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BLUFFVIEW

EXHIBIT C
WASTEWATER FACILITIES

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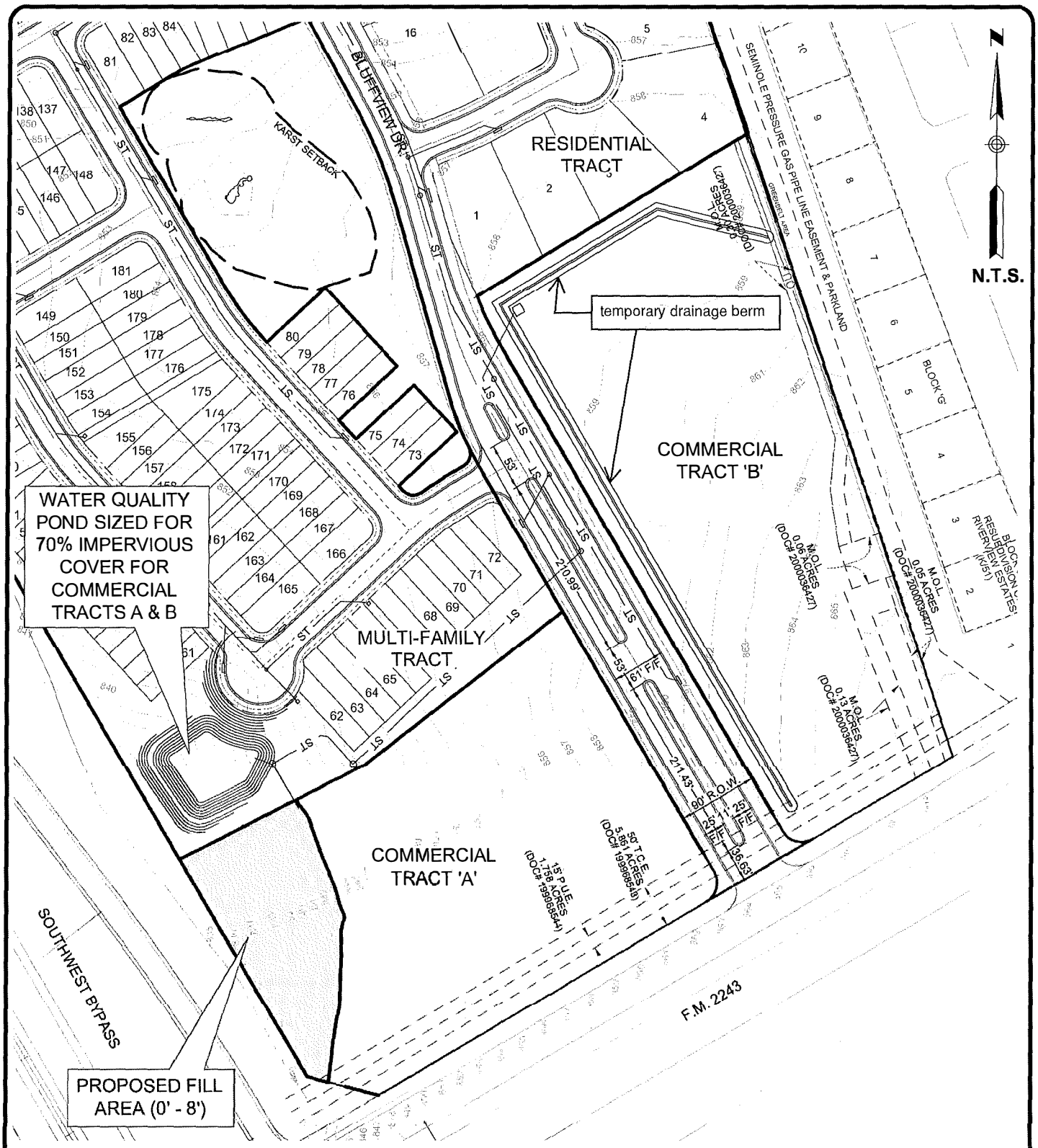
2 of 2



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Fax 512.439.4716
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BLUFFVIEW

EXHIBIT D STORMWATER FACILITIES AND ENTRY ROAD

APPCD-WWW-exb3.dwg

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EXHIBIT E
Residential Architectural Standards

BLUFFVIEW - PID ARCHITECTUAL STANDARDS

Architectural Standards for Single Family Residential:

A) Exterior Material Treatment

- At least 85% of the exterior surface area of all front elevations, all street facing elevations, and all elevations facing public/private parkland shall consist of brick, stone, or stucco (exclusive of windows, doors or any other openings);
- The side and rear elevations not facing a public right-of-way shall consist of at least 50% brick, stone or stucco on the first floor (exclusive of windows, doors or any other openings) and brick, stone or cement based siding on the second floor and;
- Street facing side of homes that back onto or are adjacent to arterial roads or residential collectors shall consist of 85% brick, stone or stucco on the street facing side (exclusive of windows, doors or any other openings).

B) Front Elevation Features *At least a minimum of two (2) of the following design options shall be incorporated into front elevations and included on the architectural plans submitted for building permits:*

- Covered front porch or patio with a minimum size of sixty (60) square feet;
- A garage door recessed from the primary front facade a minimum of two feet (2'0") for garage doors that face the front street;
- Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);
- Shed roof or trellis (at least 18" deep) above the garage door;
- A combination of at least two roof types (e.g. hip and gable) or two (2) different roof planes of varying height and/or direction;
- Two (2) or more masonry finishes to compliment the architectural style of the home; or
- The addition of the one or more dormers on the front elevation to compliment the architectural style of the home.

* Roof overhang or 18" permitted within side setback.

INSTRUCTIONS: Builder to complete and submit to the City of Georgetown, Texas:
Initial Submittal - with application for Building Permit.
Resubmittal - with application for Certificate of Occupancy.

BLUFFVIEW PID

Certificate of Compliance ~~- Residential~~ Architectural Standards

PART A: RESIDENCE ADDRESS – to be completed by Builder Representative

Lot _____ Block _____ Phase _____ Street Address: _____

I, _____ [*printed name of authorized Builder Representative making the representations and certifications*] ("Builder Representative"), being an authorized agent of _____ [*Builder company name*] ("Builder"), hereby certify that the residential structure located at the address shown above has been constructed by Builder in compliance with the Bluffview PID Architectural Standards as set forth in that certain PID Construction, Financing, and Reimbursement Agreement between Lamy 2243, LTD, a Texas Limited Partnership, and the City of Georgetown, Texas, dated to be effective on _____, 2021 and recorded in the Official Public Records of Williamson County, Texas as Document No. _____.

PART B: COMPLIANCE CHECKLIST – to be completed by Builder Representative

IMPORTANT:

- The following Compliance Checklist must bear the signature of the Builder Representative for each element listed. Submittal of an incomplete Compliance Checklist will result in denial of issuance of a Building Permit, request for Final Inspection, and/or request for issuance of a Certificate of Occupancy.
- Signature of the Builder Representative shall constitute a representation, warranty and certification by the Builder Representative that the residence is, or will be on construction, in compliance with the corresponding element on the Compliance Checklist.
- The City will not issue a Building Permit, schedule a Final Inspection, and/or issue a Certificate of Occupancy unless the City confirms that the residence is in compliance with all elements on the Compliance Checklist.

BLUFFVIEW PID

Compliance Checklist for Residential Architectural Standards

Lot _____ Block _____ Phase _____ Street Address: _____

PART B1: COMPLIANCE CHECKLIST – EXTERIOR MATERIALS*

Exterior Material Treatment	Builder Representative Signature
At least 85% of the exterior surface area of all front elevations, all street facing elevations, and all elevations facing public/private parkland shall consist of brick, stone, or stucco (exclusive of windows, doors or any other openings);	
The side and rear elevations not facing a public right-of-way shall consist of at least 50% brick, stone or stucco on the first floor (exclusive of windows, doors or any other openings) and brick, stone or cement based siding on the second floor and;	
Street facing side of homes that back onto or are adjacent to arterial roads or residential collectors shall consist of 85% brick, stone or stucco on the street facing side (exclusive of windows, doors or any other openings).	

*SELECT ONE LOT CONFIGURATION FOR THE RESIDENCE and complete the following:

a) Write on the four sides of the applicable diagram below: "public street," "public/private parkland," "arterial road," "residential collector," or "adjacent lot."

b) Indicate 85% or 50% on each side of structure footprint to reflect amount of masonry required.

Corner Lot or Midblock Lot

Cul-de-sac Lot

BLUFFVIEW PID

Compliance Checklist ~~for Residential~~ Architectural Standards

Lot _____ **Block** _____ **Phase** _____ **Street Address:** _____

PART B2: COMPLIANCE CHECKLIST – FRONT ELEVATION FEATURES At minimum of two (2) of the following design options must be incorporated into front elevations and included on the architectural plans submitted for building permits**.

Front Elevation Features ** Roof overhang of 18" permitted within side setback.	**Signature of Applicant affirming compliance**
Covered front porch or patio with a minimum size of sixty (60) square feet;	
A garage door recessed from the primary front facade a minimum of two feet (2'0") for garage doors that face the front street;	
Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);	
Shed roof or trellis (at least 18" deep) above the garage door;	
A combination of at least two roof types (e.g. hip and gable) or two (2) different roof planes of varying height and/or direction;	
Two (2) or more masonry finishes to compliment the architectural style of the home; or	
The addition of the one or more dormers on the front elevation to compliment the architectural style of the home.	

BLUFFVIEW PID

Compliance Checklist ~~for Residential~~ Architectural Standards

Lot _____ Block _____ Phase _____ Street Address: _____

TO BE COMPLETED BY THE CITY

PART C: CITY PLAN REVIEW.

By _____ *[name of City representative]*

Date of Review: _____

Plan Number: _____

I have reviewed the referenced architectural plans for the referenced residence and found the plans to be:

_____ **In Compliance** _____ **with the Compliance Checklist**

_____ **Not in Compliance** _____ **with the Compliance Checklist**

If "Not in Compliance" is selected, it is for the following reasons:

PART D: CITY INSPECTION.

By _____ *[name of City representative]*

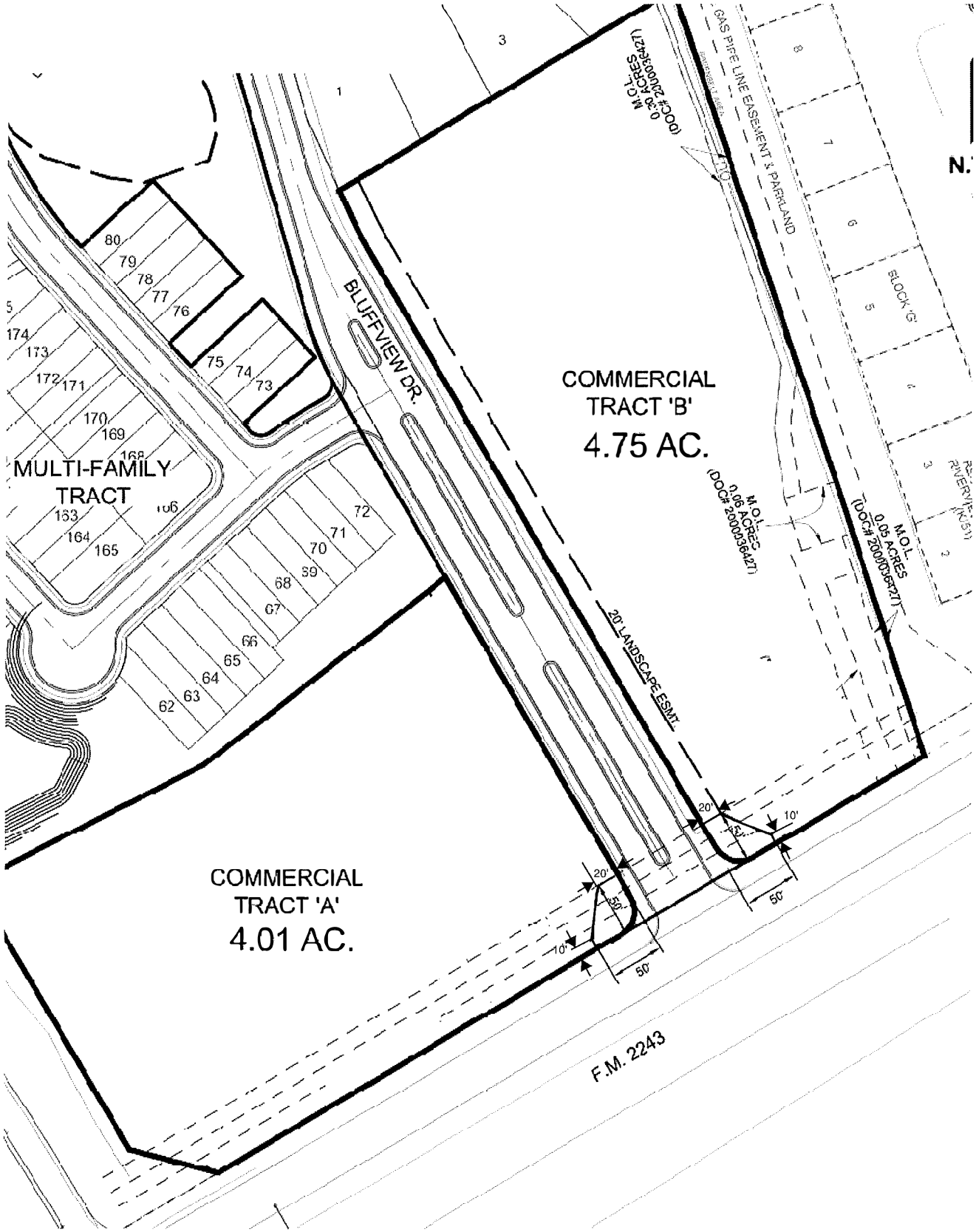
Date of Inspection: _____

I have inspected the referenced residence and found it to be:

_____ **In Compliance** _____ **with the Compliance Checklist**

_____ **Not in Compliance** _____ **with the Compliance Checklist**

If "Not in Compliance" is selected, it is for the following reasons:



c.

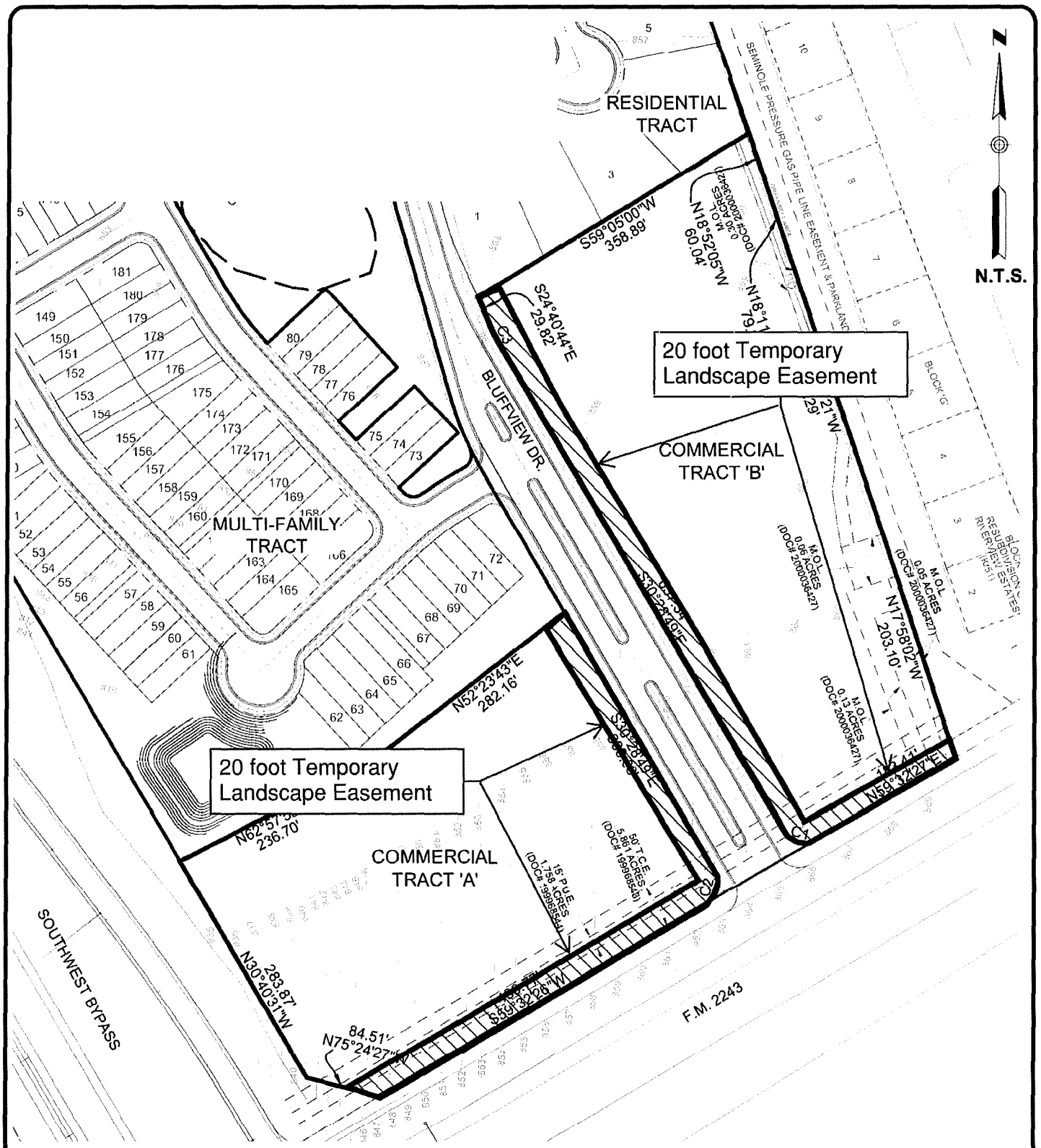
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

BLUFFVIEW

Exhibit F - Monument/Entry Sign Easement

APPCD-comm-LANDSCAPE.dwg

1 OF 1



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

EXHIBIT F-1 TEMPORARY LANDSCAPE EASEMENT

APPCD-comm.dwg

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EXHIBIT G – WEIR PARKLAND DEED

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.

SPECIAL WARRANTY DEED

This Special Warranty Deed ("**Deed**") is made as of _____, 20__ **A.C. WEIR PROPERTIES, LTD.,** a Texas limited partnership ("**Grantor**") and the **CITY OF GEORGETOWN**, a Texas home-rule municipal corporation (the "**Grantee**").

Grantor, for and in consideration of TEN AND NO/DOLLARS ($10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt of which is acknowledged, and to secure the payment of which no lien, express or implied, is retained, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee 23.886 acres, more or less, the real property more particularly described by metes and bounds and surveyor's sketch on **Exhibit A** to this Deed (the "**Real Property**"), together with all interest of Grantor in:

- Any improvements situated thereon and appurtenances thereto; and
- Any easements, rights-of-way, and rights of ingress or egress on, over, across or under the Real Property or that benefit the Real Property; and
- Any strips or gores of land adjoining the Real Property and abutting properties, whether owned or claimed by deed, limitations, or otherwise, and whether or not located inside or outside the Real Property; and
- Any land lying in or under the bed of the South Fork of the South San Gabriel River,

(collectively, the "**Property**") TO HAVE AND TO HOLD the Property, subject only to the Permitted Exceptions (defined below) together will all and singular the rights and appurtenances thereto in anywise belonging, to Grantee, its successors and assigns, forever; and Grantor binds itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property to 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.

2. Permitted Exceptions. The Property is conveyed free of all liens and encumbrances except those restrictions, easements, covenants, and encumbrances described on **Exhibit B** attached to this Deed, but only to the extent that the same are in existence as of the Effective Date and affect the Property (the "**Permitted Exceptions**").

3. Taxes. Grantor agrees to pay all liens on the Property (if any) and agrees to pay all ad valorem taxes due on the Property for the year of the Effective Date and all prior years (if any).

EXECUTED to be effective as of the date first above-written (the "**Effective Date**").

Exhibit A – Metes and Bounds and Surveyors Sketch of the Real Property
Exhibit B – Permitted Exceptions

(*The remainder of this page is intentionally left blank. Signatures, acknowledgements, and exhibits follow on separate pages.*)

EXHIBIT G – WEIR PARKLAND DEED

GRANTOR:
A.C. WEIR PROPERTIES, LTD., a Texas limited partnership

By: A.C. Weir Properties GP, LLC, a Texas limited liability company, its general partner

By: _____
Michael R. Weir, President

State of TEXAS §
§
County of WILLIAMSON §

This instrument was acknowledged before me on _____, 20___, by Michael R. Weir, President of A.C. Weir Properties GP, LLC, a Texas limited liability company, the general partner in A.C. Weir Properties, Ltd., a Texas limited partnership, on behalf of said company and limited partnership.

(SEAL) _____

Notary Public, State of Texas

EXHIBIT G – WEIR PARKLAND DEED

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney, City of Georgetown, Texas

Date:_____

EXHIBIT G – WEIR PARKLAND DEED

AFTER RECORDING, RETURN TO THE CITY OF GEORGETOWN, TEXAS:
City Attorney
City of Georgetown
809 Martin Luther King Jr. St.
Georgetown, Texas 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.

Easement Agreement for Access and Construction
(Utility and Parkland Improvements)

Date: _____, 2023

Grantor: A.C. WEIR PROPERTIES, LTD., a Texas limited partnership

Grantor's Mailing Address: Attn: Michael R. Weir, 303 Ridge Run Drive, Georgetown, Texas 78628.

Grantee: LAMY 2243, LTD., a Texas limited partnership

Grantee's Mailing Address: c/o Cordova Real Estate Ventures, Attn: Chris Whitworth, 555 Balcones Drive, Austin, Texas 78731

Bluffview Property: Those certain tracts of land consisting of approximately ___ acres owned by Grantee in Williamson County, Texas more particularly described on Exhibit A attached hereto.

Easement Property: Those certain tracts of land owned by Grantor in Williamson County, Texas which adjoin the Bluffview Property and which are more particularly described on Exhibit B attached hereto.

Permanent Easement: A permanent, non-exclusive easement for providing free and uninterrupted pedestrian and vehicular ingress to and egress from the Bluffview Property, to and from the Easement Property. A permanent, non-exclusive easement for the use, installation, construction, operation, maintenance, replacement, and repairs of (i) trails, trailhead(s), roads/drives, parking area, and other related parkland improvements and (ii) utilities (collectively the "Improvements")

Easement Purpose: Access to and from the Bluffview Property to the Easement Property for activities associated with the use, installation, construction, operation, maintenance, replacement, repair and upgrade of the Improvements within the Permanent Easement.

Consideration: The sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: All presently recorded and validly existing restrictions, reservations, covenants, conditions, easements and interests outstanding in persons other than Grantor.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors and assigns the Easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Bluffview Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Easement to Grantee and Grantee's tenants, successors, and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement*. The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Bluffview Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Bluffview Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee (its successors and assigns and designees) and Grantee's tenants, licensees and invitees, who at any time own the Bluffview Property or hold any interest in the Bluffview Property (as applicable, the "Holder").

2. *Duration of Easement*. After completion of construction of the Improvements, the Easement shall be used by Grantee only to the extent reasonably necessary or desirable during the term of the Permanent Easement, to use the Easement Property in order to conduct maintenance, replacement, repair, upgrade operations of the Improvements within the Permanent Easement.

3. *Reservation of Rights*. Grantor reserves for Grantor and Grantor's tenants', licensees, invitees, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for access to Grantor's real property and for all other purposes that do not unreasonably interfere with or materially and permanently interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor's tenants, licensees, invitees, successors, and assigns the right to use all or part of the Easement in conjunction with Holder.

4. *Attorney's Fees*. If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

5. *Binding Effect*. This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

6. *Choice of Law*. This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

7. *Counterparts*. This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

8. *Waiver of Default*. It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

9. *Further Assurances*. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

10. *Indemnity*. Grantee agrees to indemnify, defend, and hold harmless Grantor from any loss, attorney's fees, expenses or claims arising out of any use by Grantee or any Holder of the Easement Property for the Easement Purpose, and each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

11. *Entire Agreement*. This agreement and any exhibits are the entire agreement of the parties concerning the Bluffview Property, the Easement Property, and the grant of the Easement by Grantor to Grantee.

12. *Legal Construction*. If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

13. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

14. *Recitals*. Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

15. *Time*. Time is of the essence. Unless otherwise specified, all references to "days"

mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

[Signature Pages to Follow]

GRANTOR:

A.C. WEIR PROPERTIES, LTD., a Texas limited partnership

By: A.C. Weir Properties GP, LLC
Its: General Partner

By:_____
Name:_____
Title:_____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of A.C. Weir Properties GP, LLC, a Texas limited liability company, the General Partner of A.C. Weir Properties, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

_____
NOTARY PUBLIC in and for the State of Texas

GRANTEE:

LAMY 2243, LTD.,
a Texas limited partnership

By: Bluffview 2021 GP, LLC
Its: General Partner

By: _____
Name:_____
Title: Manager

THE STATE OF TEXAS
COUNTY OF _____

THIS INSTRUMENT is acknowledged before me on this ___ day of _____, 2023, by _____, Manager of Bluffview 2021 GP, LLC, a Texas limited liability company, the general partner of LAMY 2243, LTD., a Texas limited partnership, on behalf of said entities.

[SEAL]

_____
Notary Public, State of Texas

EXHIBIT A

Bluffview Property

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

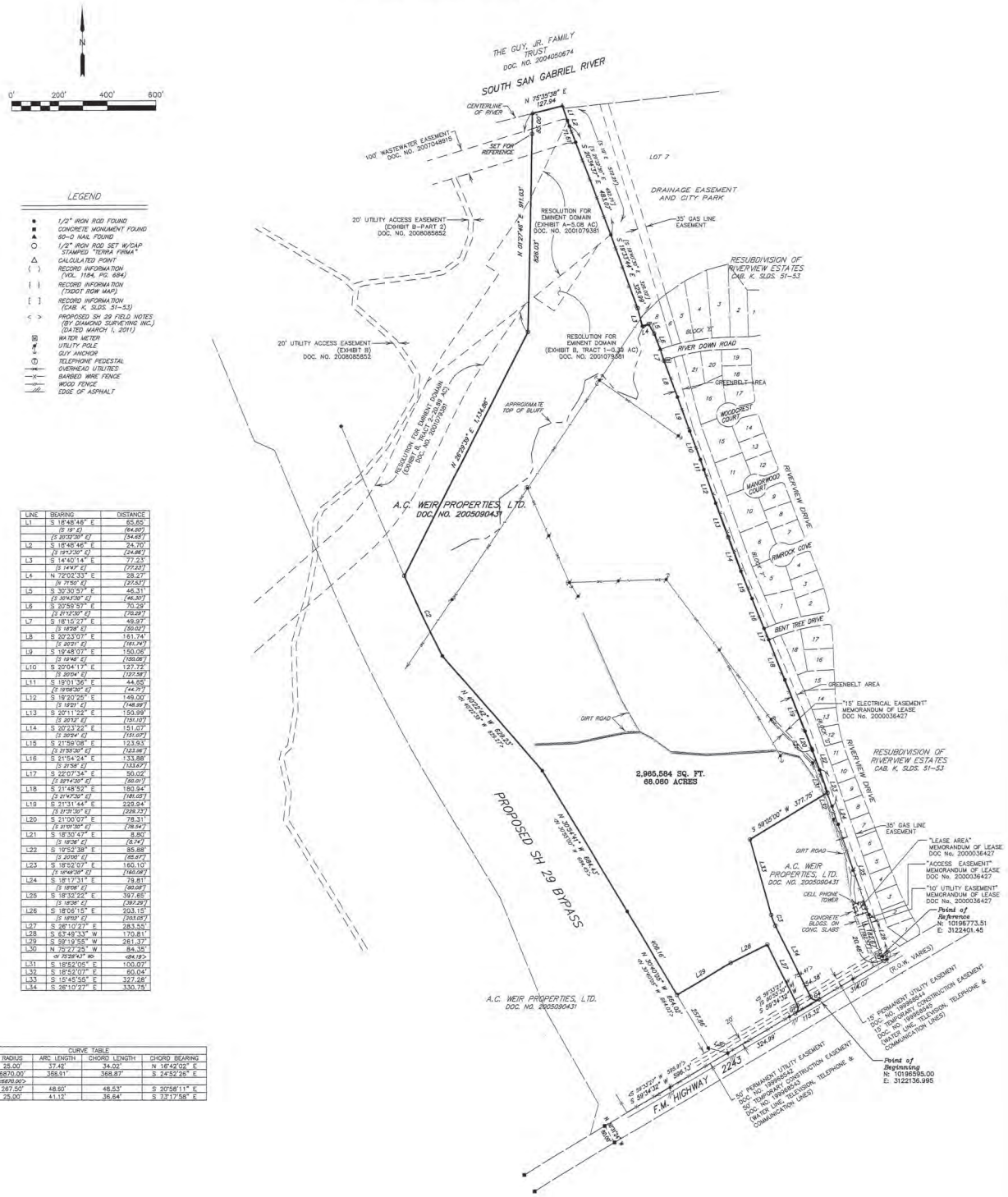
3/6/2013

Jonathan O. Nobles
Registered Professional Land Surveyor No. 5777

Date

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

SURVEY PLAT OF A PORTION OF THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, WILLIAMSON COUNTY, TEXAS



LINE	BEARING	DISTANCE
L1	S 18°48'46" E	65.65'
	(S 19° E)	(64.60')
	(S 20°03'39" E)	(34.63')
L2	S 18°48'46" E	24.70'
	(S 19°13'30" E)	(24.88')
L3	S 14°40'14" E	77.23'
	(S 14°44' E)	(77.23')
L4	N 72°02'33" E	28.27'
	(N 71°50' E)	(27.53')
L5	S 30°30'53" E	46.31'
	(S 30°43'39" E)	(46.30')
L6	S 30°58'57" E	70.29'
	(S 31°12'39" E)	(70.28')
L7	S 18°15'27" E	49.97'
	(S 18°38' E)	(50.02')
L8	S 30°33'03" E	161.74'
	(S 30°21' E)	(161.74')
L9	S 19°48'07" E	150.06'
	(S 19°46' E)	(150.08')
L10	S 20°04'17" E	127.72'
	(S 20°04' E)	(127.58')
L11	S 19°01'36" E	44.55'
	(S 19°08'30" E)	(44.77')
L12	S 19°20'25" E	149.00'
	(S 19°21' E)	(148.99')
L13	S 20°11'22" E	150.99'
	(S 20°12' E)	(151.10')
L14	S 20°23'23" E	151.07'
	(S 20°24' E)	(151.07')
L15	S 21°59'08" E	123.93'
	(S 21°59'30" E)	(123.98')
L16	S 21°54'24" E	133.88'
	(S 21°58' E)	(133.47')
L17	S 22°07'34" E	50.02'
	(S 22°14'30" E)	(50.01')
L18	S 21°48'52" E	180.94'
	(S 21°47'30" E)	(181.03')
L19	S 21°31'44" E	229.94'
	(S 21°31'30" E)	(229.73')
L20	S 21°00'07" E	78.31'
	(S 21°01'30" E)	(78.54')
L21	S 18°30'47" E	8.80'
	(S 18°38' E)	(8.74')
L22	S 19°52'38" E	85.88'
	(S 20°00' E)	(85.87')
L23	S 18°52'07" E	160.10'
	(S 18°48'30" E)	(160.08')
L24	S 18°17'31" E	79.81'
	(S 18°08' E)	(80.09')
L25	S 18°32'22" E	397.65'
	(S 18°38' E)	(397.29')
L26	S 18°06'15" E	203.15'
	(S 18°03' E)	(203.03')
L27	S 28°10'27" E	283.55'
L28	S 67°49'33" W	170.81'
L29	S 59°19'55" W	261.37'
L30	N 75°27'25" W	84.35'
	(N 75°24'37" W)	(84.19')
L31	S 18°52'05" E	100.07'
L32	S 18°52'07" E	60.04'
L33	S 15°45'55" E	327.08'
L34	S 28°10'27" E	330.75'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	25.00'	37.42'	34.02'	N 16°42'02" E
C2	8870.00'	368.51'	368.87'	S 24°52'26" E
	(8878.00')			
C3	267.50'	48.60'	48.53'	S 20°58'11" E
C4	25.00'	41.12'	36.64'	S 73°17'58" E

BEARING BASIS NOTE:

HORIZONTAL DATUM BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.99986634.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10a. A 10 foot communications facilities easement granted to General Telephone Company of the Southwest, by instrument dated March 19, 1979, recorded in Volume 750, Page 722 of the Deed Records of Williamson County, Texas, MAY AFFECT the subject tract, but is unable to be plotted from information currently available.

10b. A 10 foot communications facilities easement granted to General Telephone Company of the Southwest, by instrument dated August 6, 1984, recorded in Volume 1062, Page 572 of the Deed Records of Williamson County, Texas, MAY AFFECT the subject tract, but is unable to be plotted from information currently available.

10c. A 10 foot communications facilities easement granted to GTE Southwest Incorporated, by instrument dated July 12, 1996, recorded under Document No. 9643569 of the Official Public Records of Williamson County, Texas, MAY AFFECT the subject tract, but is unable to be plotted from information currently available.

10d. Permanent utility easement granted to City of Georgetown-Texas, by instrument dated September 29, 1999, recorded under Document No. 199968542 of the Official Public records of Williamson County, Texas, DOES AFFECT the subject tract, as shown on survey.

10e. Temporary construction easement granted to City of Georgetown, by instrument dated September 29, 1999, recorded under Document No. 199968543 of the Official Public Records of Williamson County, Texas, DOES AFFECT the subject tract, as shown on survey.

10f. A 15 foot permanent utility easement granted to City of Georgetown, Texas, by instrument dated September 29, 1999, recorded under Document No. 199968544 of the Official Public records of Williamson County, Texas, DOES AFFECT the subject tract, as shown on survey.

10g. Temporary construction easement granted to City of Georgetown, by instrument dated September 29, 1999, recorded under Document No. 199968545 of the Official Public Records of Williamson County, Texas, DOES AFFECT the subject tract, as shown on survey.

10h. Wastewater easement granted to the City of Georgetown, by instrument dated June 5, 2007, recorded under Document No. 2007048915 of the Official Public Records of Williamson County, Texas, DOES AFFECT the subject tract, as shown on survey.

10i. The terms, conditions and stipulations of that certain Temporary Access and Construction Easement Agreement dated June 7, 2007, recorded under Document No. 2007048916 of the Official public Records of Williamson County, Texas, DOES AFFECT the subject tract, but is unable to be plotted.

10k. The terms, conditions and stipulations of that certain Resolution dated October 2, 2001, recorded under Document No. 2001079381 of the Official Public Records of Williamson County, Texas, DO AFFECT the subject tract as shown on survey.

10l. The terms, conditions and stipulations of that certain Boundary Line Agreement dated March 29, 1985, recorded in Volume 1161, Page 98 of the Official Public records of Williamson County, Texas, DOES AFFECT the east side of the subject tract.

10n. Electric Easement as created by Lease Agreement dated June 1, 2000, executed by and between A.C. Weir Ranch Ltd. as Lessor and Texas Cellular Telephone Company, L.P., as Lessee evidenced by Memorandum of Lease recorded under Document No. 2000036427 of the Official Public records of Williamson County, Texas, DOES AFFECT the subject tract, as shown on survey.

The property described hereon is contained within Flood Zone X & AE as identified on F.I.R.M. Panel No. 48491C0480E, dated September 26, 2008 as published by the Federal Emergency Management Agency, the purpose of which is for flood insurance only.

All easements of which I have knowledge and those recorded easements furnished by First American Title Insurance Company, according to File No. 2012025J8 issued March 27, 2013, are shown or depicted hereon. Other than visible easements, no unrecorded or unwritten easements which may exist are shown hereon.

To Lamy 2243, Ltd., a Texas limited partnership, A.C. Weir Properties, Ltd., First American Title Insurance Company and Heritage Title Company of Austin, Inc.:

I HEREBY CERTIFY that a survey was made on the ground of the property shown hereon; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown; that said property has access to and from a public roadway; and that this plat is an accurate representation of the property to the best of my knowledge.

Jonathan O. Nobles
Registered Professional Land Surveyor No. 5777
Date: December 24, 2007
Updated: January 24, 2013

STATE OF TEXAS REGISTERED JONATHAN O. NOBLES 5777 PROFESSIONAL LAND SURVEYOR

THIS SURVEY PLAT IS VALID ONLY IF IT BEARS THE ORIGINAL SEAL OF THE ABOVE SURVEYOR

Revised : March 27, 2013
Client : Capital City Partners, Inc.
Date : January 24, 2013
Office : C. Cregar, J. Nobles, C. Willoughby, M. Carney
Crew : J. Jones, M. Snyder, M. Carney, R. Meyer, D. Smith, W. Levin
F.B. : 592/42, 639/19
Job No : 0A497-001-00 001
File : J:\Projects\A497\001-01\Survey\Drawing Files\A497-001-01.dwg
J:\Projects\A497\001-01\Survey\Point Files\A497-001-01.crd

A497-01001

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terra firma LAND SURVEYING

1701 Directors Boulevard, Suite 400 Austin, Texas 78744 512/328-8373 Fax 512/445-2286

EXHIBIT B

Easement Property

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

23.886 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 23.886 ACRES (APPROXIMATELY 1,040,451 SQ. FT.) IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 1048.20 ACRE TRACT AND A PORTION OF A 25.75 ACRE TRACT CONVEYED TO A.C. WEIR PROPERTIES, LTD. IN A SPECIAL WARRANTY DEED DATED JULY 20, 2005 AND RECORDED IN DOCUMENT NO. 2005090431 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1048.20 ACRE TRACT DESCRIBED IN VOLUME 522, PAGE 451 AND REFERENCED IN VOLUME 784, PAGE 423 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 25.75 ACRE TRACT DESCRIBED IN VOLUME 1238, PAGE 445 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 23.886 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "Terra Firma" cap found in the east 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 the westernmost 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 with "Diamond Surveying" cap found for an angle point in the the east right-of-way line of Southwest Bypass and the west line of the said 68.080 acre tract, bears with a curve to the left, having a radius of 6870.00 feet, an arc length of 368.84 feet, a delta angle of 03°04'34", and a chord which bears South 24°53'48" East, a distance of 368.80 feet;

THENCE with the east right-of-way line of Southwest Bypass and crossing the said 1048.20 acre tract, the following two (2) courses and distances:

1. With a curve to the right, having a radius of 6870.00 feet, an arc length of 114.63 feet, a delta angle of 00°57'22", and a chord which bears North 22°52'50" West, a distance of 114.62 feet to a 1/2" rebar found;

2. North 22°22'11" West, a distance of 308.82 feet to a 1/2" rebar with "Early Boundary" cap set, from which a 1/2" rebar found with "Diamond Surveying" cap found for an angle point in the east right-of-way line of Southwest Bypass, bears North 22°22'11" West, a distance of 252.27 feet;

THENCE crossing the said 1048.20 acre tract and the said 25.75 acre tract, the following ten (10) courses and distances:

1. North 38°56'20" East, a distance of 181.93 feet to a 1/2" rebar with "Early Boundary" cap set;

2. North 30°13'34" East, a distance of 238.98 feet to a 1/2" rebar with "Early Boundary" cap set;

3. North 05°36'31" East, a distance of 100.72 feet to a 1/2" rebar with "Early Boundary" cap set;

4. North 31°09'39" West, a distance of 98.36 feet to a 1/2" rebar with "Early Boundary" cap set;

5. North 34°41'33" West, a distance of 84.88 feet to a 1/2" rebar with "Early Boundary" cap set;

6. North 48°01'59" West, a distance of 215.06 feet to a 1/2" rebar with "Early Boundary" cap set;

7. North 06°20'22" East, a distance of 64.75 feet to a 1/2" rebar with "Early Boundary" cap set;

8. North 45°26'26" West, a distance of 77.47 feet to a 1/2" rebar with "Early Boundary" cap set;

9. North 58°43'03" West, a distance of 411.20 feet to a 1/2" rebar with "Early Boundary" cap set, from which a 1/2" rebar with "Bury" cap found for an angle point in a 100 foot wide wastewater easement described in Document No. 2007048915 of the Official Public Records of Williamson County, Texas, bears North 85°42'54" East, a distance of 159.75 feet;

10. South 80°19'38" West, a distance of 22.03 feet to a 1/2" rebar with "Early Boundary" cap set in the east right-of-way line of Southwest Bypass, from which a 1/2" rebar found with "Diamond Surveying" cap found for an angle point in the east right-of-way line of Southwest Bypass, bears South 22°23'02" East, a distance of 314.68 feet;

THENCE North 22°23'02" West with the east right-of-way line of Southwest Bypass and crossing the said 25.75 acre tract, a distance of 269.50 feet to a calculated point in the centerline of the South San Gabriel River, being in the north line of the said 25.75 acre tract, being the southwest corner of a 236.714 acre tract described in Document No. 2018054155 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with "Diamond Surveying" cap found in the east right-of-way line of

Southwest Bypass and the west line of the said 236.714 acre tract, bears North 22°23'02" West, a distance of 50.07 feet;

THENCE with the centerline of the South San Gabriel River, same being the north line of the said 25.75 acre tract and the south line of the said 236.714 acre tract, the following seven (7) courses and distances:

1. North 71°09'02" East, a distance of 173.04 feet to a calculated point;
2. South 88°44'51" East, a distance of 261.33 feet to a calculated point;
3. North 85°58'39" East, a distance of 269.27 feet to a calculated point;
4. North 77°49'02" East, a distance of 243.17 feet to a calculated point;
5. North 70°07'47" East, a distance of 135.27 feet to a calculated point;
6. North 59°30'47" East, a distance of 122.13 feet to a calculated point;
7. North 80°20'51" East, a distance of 68.14 feet to a calculated point for the northwest corner of the said 68.080 acre tract, from which a 1/2" rebar with "Dean Woodley" cap found in the east line of the said 68.080 acre tract, being in the west line of Lot 7, Block E, Resubdivision of Riverview Estates, a subdivision of record in Cabinet K, Slide 51 of the Plat Records of Williamson County, Texas, being also the southeast termination of the said 100 foot wide wastewater easement, bears South 49°57'54" East, a distance of 231.63 feet;

THENCE crossing the said 1048.20 acre tract and the said 25.75 acre tract and with the west line of the said 68.080 acre tract, the following two (2) courses and distsances:

1. South 01°28'00" West passing a cotton spindle found at a distance of 112.77 feet and 0.84 feet left of line and continuing for a total distance of 939.20 feet to a 1/2" rebar with "Terra Firma" cap found;
2. South 26°29'53" West, a distance of 1134.99 feet to the **POINT OF BEGINNING**, containing 23.886 acres of land, more or less.

Surveyed on the ground on July 24, 2020. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.
Attachments: Survey Drawing No. 1014-002-BASE

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

7/24/2020

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

SKETCH TO ACCOMPANY A DESCRIPTION OF 23.886 ACRES (APPROXIMATELY 1,040,451 SQ. FT.) IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 1048.20 ACRE TRACT AND A PORTION OF A 25.75 ACRE TRACT CONVEYED TO A.C. WEIR PROPERTIES, LTD. IN A SPECIAL WARRANTY DEED DATED JULY 20, 2005 AND RECORDED IN DOCUMENT NO. 2005090431 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1048.20 ACRE TRACT DESCRIBED IN VOLUME 522, PAGE 451 AND REFERENCED IN VOLUME 784, PAGE 423 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 25.75 ACRE TRACT DESCRIBED IN VOLUME 1238, PAGE 445 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	(RECORD CHORD)
C1	6870.00'	0°57'22"	114.63'	N22°52'50"W	114.62'	
C2	6870.00'	3°04'34"	368.84'	S24°53'48"E	368.80'	(S24°52'26"E 368.87')

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1014-002-BASE

LEGEND

- ● 1/2" REBAR FOUND (OR AS NOTED)
- B● 1/2" REBAR WITH "BURY" CAP FOUND
- D● 1/2" REBAR WITH "DIAMOND SURVEYING" CAP FOUND
- DW● 1/2" REBAR WITH "DEAN WOODLEY" CAP FOUND
- T● 1/2" REBAR WITH "TERRA FIRMA" CAP FOUND
- ○ 1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
- ✱ COTTON SPINDLE FOUND
- △ CALCULATED POINT
- W.W.E. WASTEWATER EASEMENT
- U.A.E. UTILITY ACCESS EASEMENT
- ( ) RECORD INFORMATION

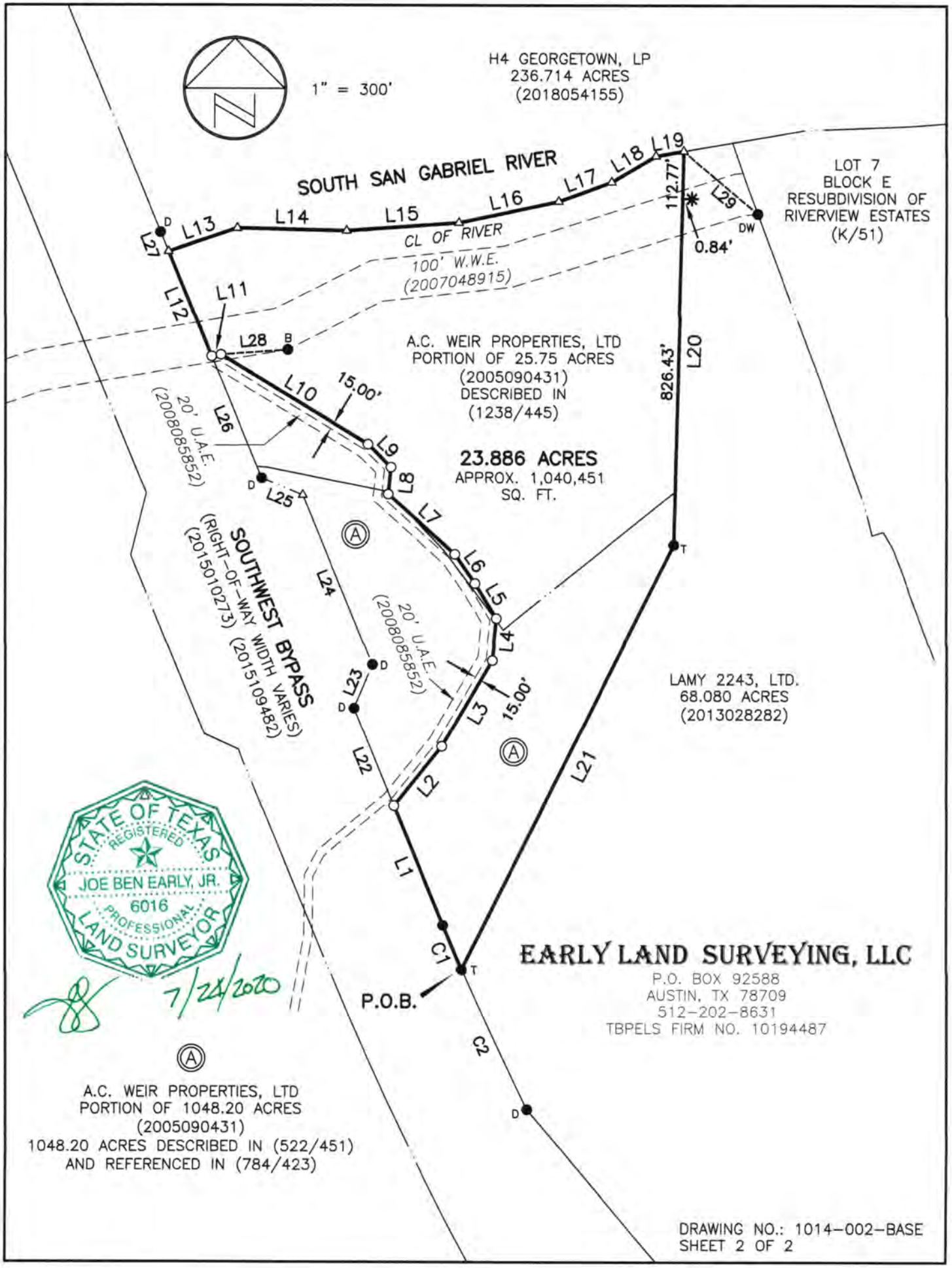
LINE TABLE			
LINE	BEARING	DISTANCE	
L1	N22°22'11"W	308.82'	
L2	N38°56'20"E	181.93'	
L3	N30°13'34"E	238.98'	
L4	N05°36'31"E	100.72'	
L5	N31°09'39"W	98.36'	
L6	N34°41'33"W	84.88'	
L7	N48°01'59"W	215.06'	
L8	N06°20'22"E	64.75'	
L9	N45°26'26"W	77.47'	
L10	N58°43'03"W	411.20'	
L11	S80°19'38"W	22.03'	
L12	N22°23'02"W	269.50'	(RECORD)
L13	N71°09'02"E	173.04'	(N71°09'02"E 173.04')
L14	S88°44'51"E	261.33'	(S88°44'51"E 261.33')
L15	N85°58'39"E	269.27'	(N85°58'39"E 269.27')
L16	N77°49'02"E	243.17'	(N77°49'02"E 243.17')
L17	N70°07'47"E	135.27'	(N70°07'47"E 135.27')
L18	N59°30'47"E	122.13'	(N59°30'47"E 122.13')
L19	N80°20'51"E	68.14'	
L20	S01°28'00"W	939.20'	(S01°27'46"W 911.03')
L21	S26°29'53"W	1134.99'	(S26°29'39"W 1134.86')
L22	N22°22'11"W	252.27'	
L23	N22°40'24"E	113.52'	(N22°37'10"E 113.58')
L24	N22°22'14"W	438.04'	(N22°22'50"W 438.04')
L25	N67°22'14"W	105.09'	(N67°22'50"W 105.09')
L26	S22°23'02"E	314.68'	
L27	N22°23'02"W	50.07'	(N22°22'50"W 50.00')
L28	N85°42'54"E	159.75'	
L29	S49°57'54"E	231.63'	

7/24/2020

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

DATE OF SURVEY: 7/24/20
PLOT DATE: 7/24/20
DRAWING NO.: 1014-002-BASE
DRAWN BY: JBE
SHEET 1 OF 2


1" = 300'
H4 GEORGETOWN, LP
236.714 ACRES
(2018054155)
SOUTH SAN GABRIEL RIVER
CL OF RIVER
100' W.W.E.
(2007048915)
LOT 7
BLOCK E
RESUBDIVISION OF
RIVERVIEW ESTATES
(K/51)
A.C. WEIR PROPERTIES, LTD
PORTION OF 25.75 ACRES
(2005090431)
DESCRIBED IN
(1238/445)
23.886 ACRES
APPROX. 1,040,451
SQ. FT.
20' U.A.E.
(2008085852)
SOUTHWEST BYPASS
(RIGHT-OF-WAY WIDTH VARIES)
(201510273) (201510948 2)
LAMY 2243, LTD.
68.080 ACRES
(2013028282)
112.77'
0.84'
826.43'
15.00'
P.O.B.
L1
L2
L3
L4
L5
L6
L7
L8
L9
L10
L11
L12
L13
L14
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L17
L18
L19
L20
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L25
L26
L27
L28
L29
C1
C2
STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR
7/24/2020
EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487
A.C. WEIR PROPERTIES, LTD
PORTION OF 1048.20 ACRES
(2005090431)
1048.20 ACRES DESCRIBED IN (522/451)
AND REFERENCED IN (784/423)
DRAWING NO.: 1014-002-BASE
SHEET 2 OF 2

EXHBIT I – AMENDMENT TO WASTEWATER EASEMENT (SAN GABRIEL TRAIL CONSTRUCTION)

AMENDMENT TO WASTEWATER EASEMENT

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

This Amendment to Wastewater Easement (the "**Amendment**") is made to be effective on the date shown below (the "**Effective Date**"), and is between **AC WEIR PROPERTIES, LTD**, a Texas limited partnership, whose current mailing address is 303 Ridge Run Drive, Georgetown, Texas 78628, Attn: Michael R. Weir ("**Weir**"), **LAMY 2243, LTD.,** a Texas limited partnership, whose current address is c/o Cordova Real Estate Ventures, 5515 Balcones Drive, Austin, Texas 78731, Attn: Chris Whitworth ("**Lamy**") (Weir and Lamy are collectively referred to in this Amendment as the "**Grantors**"), and the **CITY OF GEORGETOWN, TEXAS**, a Texas home-rule municipal corporation, whose address is P.O. Box 409, Georgetown, Texas 78627, Attn: Georgetown City Manager, as grantee ("**Grantee**" or "the **City**"). Grantors and Grantee are collectively referred to in this Amendment as "the **Parties**."

RECITALS

A. Effective June 5, 2007, Weir and the City entered into that certain Wastewater Easement recorded in the Official Public Records of Williamson County, Texas as Document No. 2007048915 the (the "**Original Easement**").

B. Effective March 29, 2013, Lamy acquired from Weir approximately 68.080 acres of land in Georgetown, Williamson County, Texas, more particularly described in that certain "Special Warranty Deed," by and between Weir and Lamy dated to be recorded in the Official Public Records of Williamson County, Texas as Document No. 2013028282 (the "**Lamy Tract**").

C. As of the Effective Date of this Amendment, the Original Easement lies in part on the Lamy Tract and in part on land still owned by Weir.

D. The Parties desire to amend the Original Easement solely to allow the portion of the "Easement Area" or "Property" (as those terms are defined in the Original Easement) described and/or depicted on **Exhibit A** attached hereto ("**Trail Easement Area**") to be used for additional purposes that do not conflict with the Original Easement, and the Parties agree that the additional uses will facilitate development of the Lamy Tract and the land still owned by Weir.

EXHBIT I – AMENDMENT TO WASTEWATER EASEMENT (SAN GABRIEL TRAIL CONSTRUCTION)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledges, the Parties agree as follows:

1. In addition to the purposes allowed in the Original Easement, the Trail Easement Area may also be used for the placement, installation, construction, operation, maintenance, repairing, replacing, rebuilding, relocating, removing and/or upgrading , public sidewalks, public pedestrian trails, public hike and bike trails, and related appurtenances including but not limited to irrigation lines, lighting, trash and/or recycling receptacles, benches, and landscaping, (collectively, the "**Trail Improvements**"), on, over, under, and across the Trail Easement Area.

2. In addition to the rights and privileges granted to Grantee in the Original Easement, as amended by this Amendment (collectively, the "**Easement**""), the Easement includes the following rights and privileges: (1) the right to change the size of the Facilities and the Trail Improvements located within the Trail Easement Area; (2) the right to relocate the Facilities and Trail Improvements within the Trail Easement Area; and (3) the right to remove from the Trail Easement Area all trees and parts thereof, or other obstructions, which endanger or may interfere with the Facilities or the Trail Improvements or the authorized uses of the Easement.

3. Grantors hereby dedicate the portion of the Trail Easement Area containing the Trail Improvements as a public sidewalk and/or public hike-and-bike trail.

4. Intentionally Deleted

5. The Parties acknowledge and agree that some or all of the Trail Improvements are to be constructed by H4 WR, L.P., a Texas limited partnership, pursuant to that certain "First Amendment to Consent Agreement," dated to be effective on July 16, 2018 between the City; Wolf Legacy, L.P., a Texas limited partnership; H4 WR, L.P., and Williamson County Municipal Utility District No. 29, recorded in the Official Public Records of Williamson County, Texas as Document No. 2018062670, as described in more detail in City Ordinance No. 2018-26 at Exhibit G-2 thereto, and Grantors agree that the rights granted to the City under this Agreement may be assigned by the City, in whole or in part, to H4 WR, L.P. and its agents for the purpose of constructing the Trail Improvements.

6. The Original Easement, together with and as amended by this Amendment, contain the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning Easement shall be of no force and

effect. Any subsequent amendment or modification must be in writing and agreed to by the parties.

7. Each Grantor represents and warrants to the City that it is a limited partnership validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas, and that the person executing this Agreement on behalf of said Grantor is duly authorized to do so.

8. All other terms and conditions of the Original Easement shall remain in full force and effect.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on to be effective on the ___ day of _____, 2022 (the "**Effective Date**").

[*The remainder of this page intentionally left blank.*
Signatures and acknowledgements follow on separate pages.]

EXHBIT I – AMENDMENT TO WASTEWATER EASEMENT (SAN GABRIEL TRAIL CONSTRUCTION)

GRANTOR:
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 _____, 2022, 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

EXHBIT I – AMENDMENT TO WASTEWATER EASEMENT (SAN GABRIEL TRAIL CONSTRUCTION)

GRANTOR:
A.C. Weir Properties, Ltd., a Texas limited partnership

By: A.C. Weir Properties GP, LLC, a Texas limited liability company,

Its General Partner

By:_____
Michael R. Weir, President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2022, by Michael R. Wier, President of A.C. Weir GP, LLC, a Texas limited liability company, as general partner of A.C. Weir Properties, Ltd., a Texas limited partnership, on behalf of said limited partnership.

_____
NOTARY PUBLIC, State of Texas

APPROVED AS TO FORM:

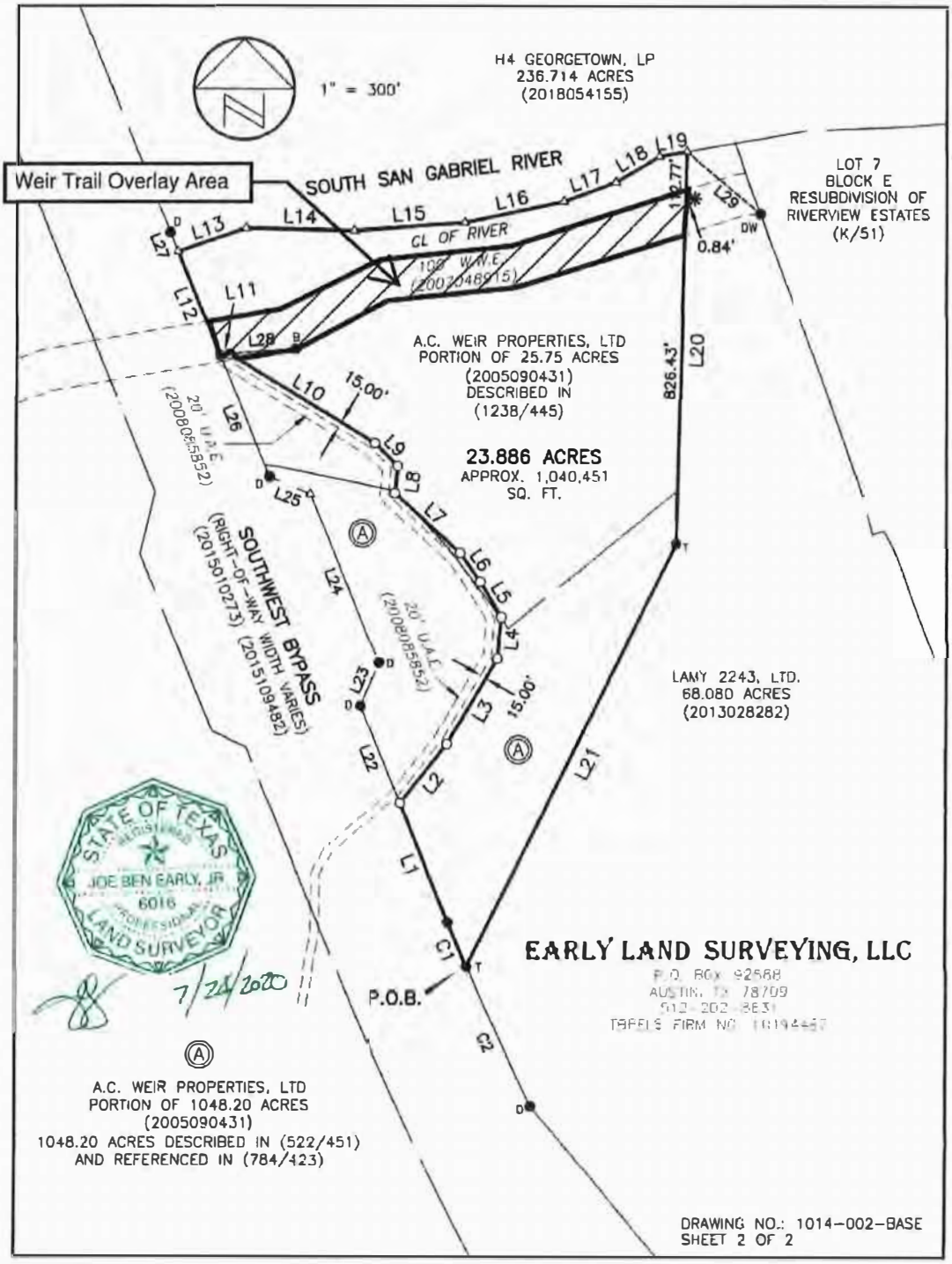
By: _____
Printed Name:_____
Title: City Attorney, City of Georgetown

AFTER RECORDING, RETURN TO:
City of Georgetown, Texas
City Attorneys Office
P.O. Box 409
Georgetown, Texas 78627

EXHBIT I – AMENDMENT TO WASTEWATER EASEMENT (SAN GABRIEL TRAIL CONSTRUCTION)

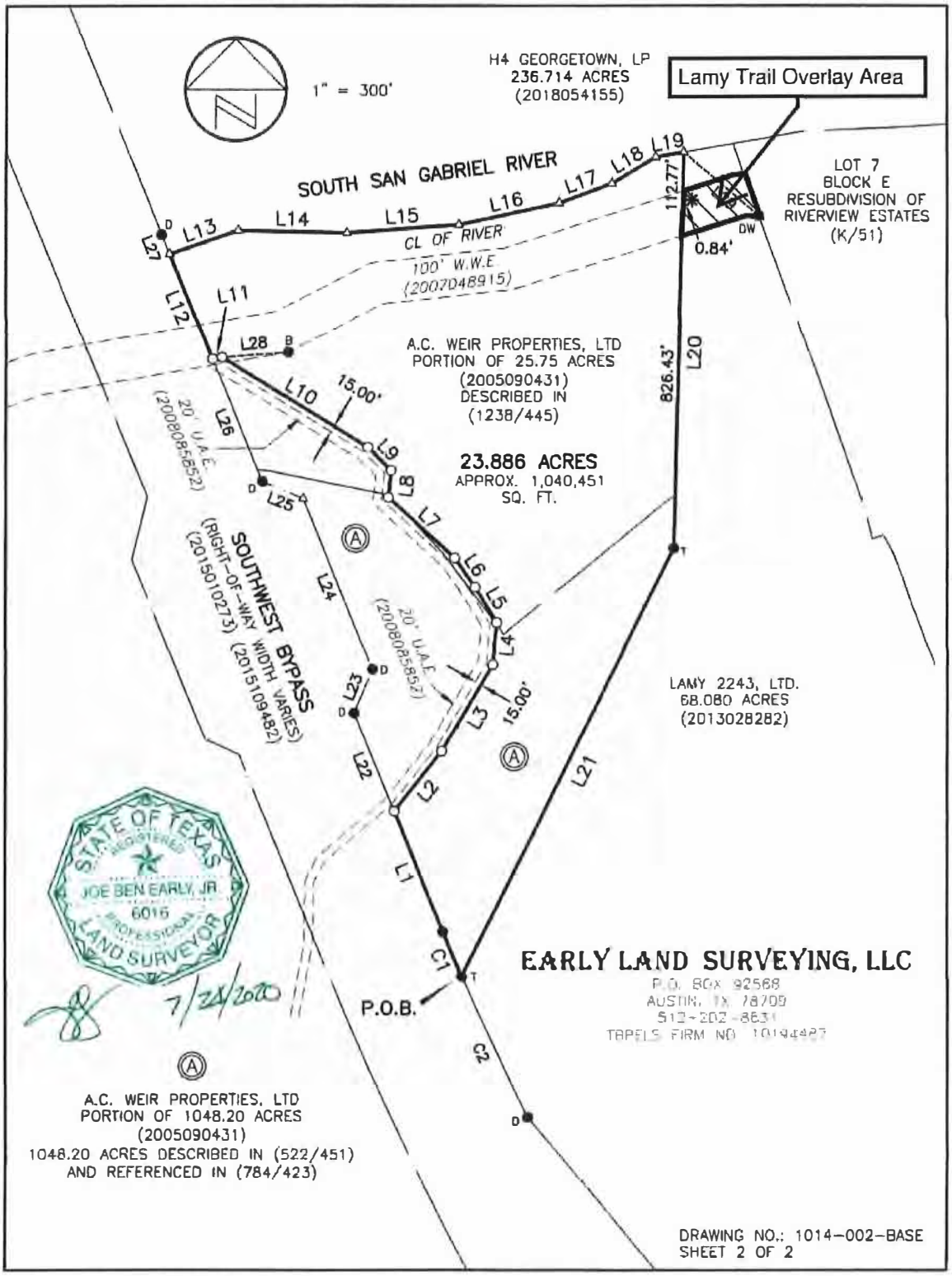
EXHIBIT A
TRAIL EASMENT AREA

WEIR:

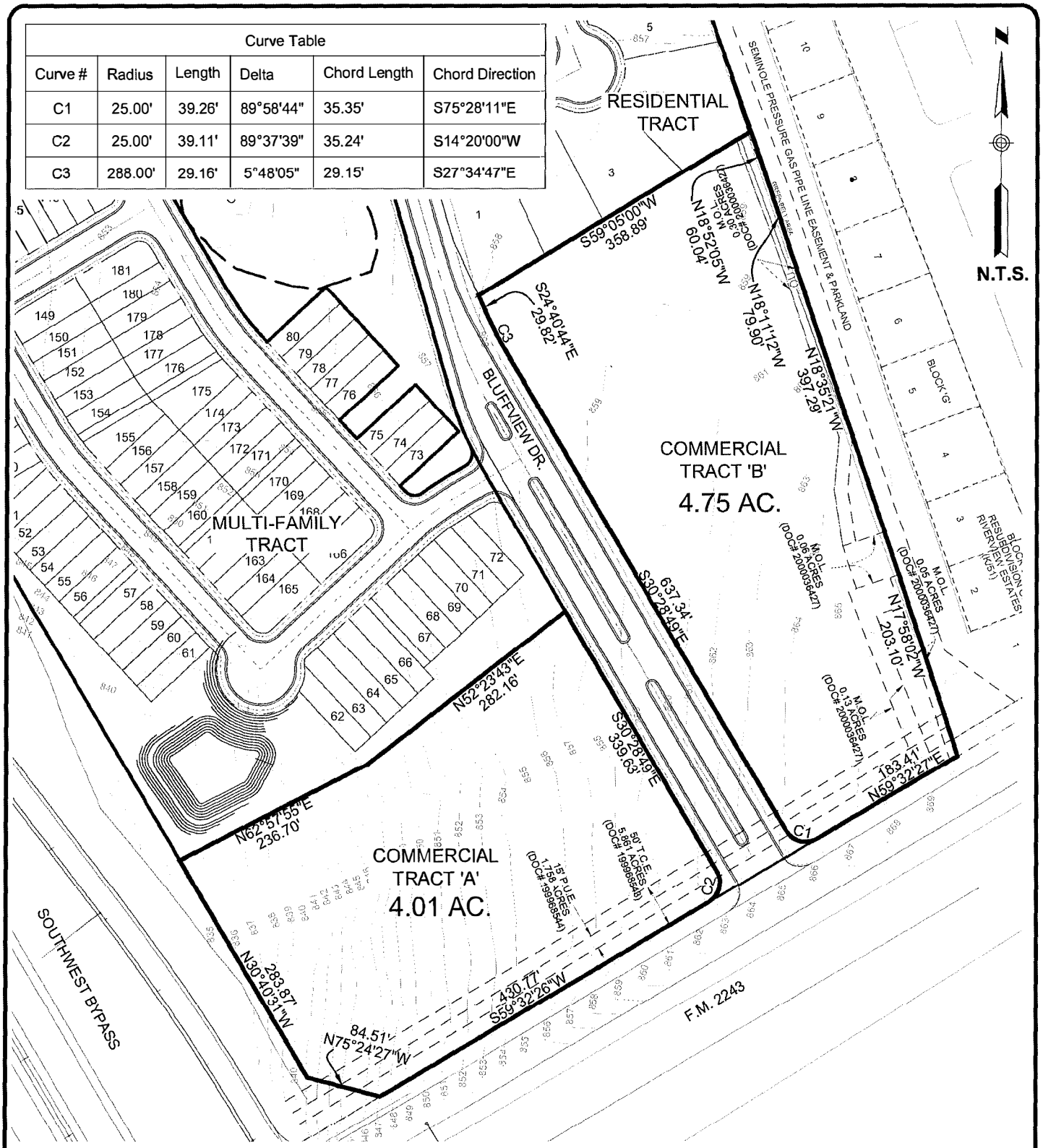


EXHBIT I – AMENDMENT TO WASTEWATER EASEMENT (SAN GABRIEL TRAIL CONSTRUCTION)

LAMY:



Curve Table					
Curve #	Radius	Length	Delta	Chord Length	Chord Direction
C1	25.00'	39.26'	89°58'44"	35.35'	S75°28'11"E
C2	25.00'	39.11'	89°37'39"	35.24'	S14°20'00"W
C3	288.00'	29.16'	5°48'05"	29.15'	S27°34'47"E



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

EXHIBIT J RECONFIGURATION OF COMMERCIAL TRACT

APPCD-comm.dwg

I:\A140 Riverside Res\Bluffview\exhibits\APPCD-comm.dwg

[End of Amended and Restated Development Agreement Exhibits]

EXHIBIT O-1
Residential Architectural Standards

EXHIBIT O-1
Residential Architectural Standards

BLUFFVIEW - PID ARCHITECTUAL STANDARDS

Architectural Standards for Single Family Residential:

A) Exterior Material Treatment

- At least 85% of the exterior surface area of all front elevations, all street facing elevations, and all elevations facing public/private parkland shall consist of brick, stone, or stucco (exclusive of windows, doors or any other openings);
- The side and rear elevations not facing a public right-of-way shall consist of at least 50% brick, stone or stucco on the first floor (exclusive of windows, doors or any other openings) and brick, stone or cement based siding on the second floor and;
- Street facing side of homes that back onto or are adjacent to arterial roads or residential collectors shall consist of 85% brick, stone or stucco on the street facing side (exclusive of windows, doors or any other openings).

B) Front Elevation Features *At least a minimum of two (2) of the following design options shall be incorporated into front elevations and included on the architectural plans submitted for building permits:*

- Covered front porch or patio with a minimum size of sixty (60) square feet;
- A garage door recessed from the primary front facade a minimum of two feet (2'0") for garage doors that face the front street;
- Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);
- Shed roof or trellis (at least 18" deep) above the garage door;
- A combination of at least two roof types (e.g. hip and gable) or two (2) different roof planes of varying height and/or direction;
- Two (2) or more masonry finishes to compliment the architectural style of the home; or
- The addition of the one or more dormers on the front elevation to compliment the architectural style of the home.

* Roof overhang or 18" permitted within side setback.

INSTRUCTIONS: Builder to complete and submit to the City of Georgetown, Texas:
Initial Submittal - with application for Building Permit.
Resubmittal - with application for Certificate of Occupancy.

BLUFFVIEW PID

Certificate of Compliance - Residential Architectural Standards

PART A: RESIDENCE ADDRESS – to be completed by Builder Representative

Lot _____ **Block** _____ **Phase** _____ **Street Address:** _____

I, _____ [*printed name of authorized Builder Representative making the representations and certifications*] ("Builder Representative"), being an authorized agent of _____ [*Builder company name*] ("Builder"), hereby certify that the residential structure located at the address shown above has been constructed by Builder in compliance with the Bluffview PID Architectural Standards as set forth in that certain PID Construction, Financing, and Reimbursement Agreement between Lamy 2243, LTD, a Texas Limited Partnership, and the City of Georgetown, Texas, dated to be effective on _____, 2021 and recorded in the Official Public Records of Williamson County, Texas as Document No. _____.

PART B: COMPLIANCE CHECKLIST – to be completed by Builder Representative

IMPORTANT:

- The following Compliance Checklist must bear the signature of the Builder Representative for each element listed. Submittal of an incomplete Compliance Checklist will result in denial of issuance of a Building Permit, request for Final Inspection, and/or request for issuance of a Certificate of Occupancy.
- Signature of the Builder Representative shall constitute a representation, warranty and certification by the Builder Representative that the residence is, or will be on construction, in compliance with the corresponding element on the Compliance Checklist.
- The City will not issue a Building Permit, schedule a Final Inspection, and/or issue a Certificate of Occupancy unless the City confirms that the residence is in compliance with all elements on the Compliance Checklist.

BLUFFVIEW PID

Compliance Checklist for Residential Architectural Standards

Lot _____ Block _____ Phase _____ Street Address: _____

PART B1: COMPLIANCE CHECKLIST – EXTERIOR MATERIALS *

Exterior Material Treatment	Builder Representative Signature
At least 85% of the exterior surface area of all front elevations, all street facing elevations, and all elevations facing public/private parkland shall consist of brick, stone, or stucco (exclusive of windows, doors or any other openings);	
The side and rear elevations not facing a public right-of-way shall consist of at least 50% brick, stone or stucco on the first floor (exclusive of windows, doors or any other openings) and brick, stone or cement based siding on the second floor and;	
Street facing side of homes that back onto or are adjacent to arterial roads or residential collectors shall consist of 85% brick, stone or stucco on the street facing side (exclusive of windows, doors or any other openings).	

*SELECT ONE LOT CONFIGURATION FOR THE RESIDENCE and complete the following:

a) Write on the four sides of the applicable diagram below: "public street," "public/private parkland," "arterial road," "residential collector," or "adjacent lot."

b) Indicate 85% or 50% on each side of structure footprint to reflect amount of masonry required.

Corner Lot or Midblock Lot

Cul-de-sac Lot

BLUFFVIEW PID

Compliance Checklist for Residential Architectural Standards

Lot _____ **Block** ____ **Phase** _____ **Street Address:** _____

PART B2: COMPLIANCE CHECKLIST – FRONT ELEVATION FEATURES At minimum of two (2) of the following design options must be incorporated into front elevations and included on the architectural plans submitted for building permits**.

Front Elevation Features ** Roof overhang of 18" permitted within side setback.	**Signature of Applicant affirming compliance**
Covered front porch or patio with a minimum size of sixty (60) square feet;	
A garage door recessed from the primary front facade a minimum of two feet (2'0") for garage doors that face the front street;	
Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);	
Shed roof or trellis (at least 18" deep) above the garage door;	
A combination of at least two roof types (e.g. hip and gable) or two (2) different roof planes of varying height and/or direction;	
Two (2) or more masonry finishes to compliment the architectural style of the home; or	
The addition of the one or more dormers on the front elevation to compliment the architectural style of the home.	

GEORGETOWN
TEXAS

BLUFFVIEW PID

Compliance Checklist for Residential Architectural Standards

Lot _____ Block _____ Phase _____ Street Address: _____

TO BE COMPLETED BY THE CITY

PART C: CITY PLAN REVIEW.

By _____ *(name of City representative)*

Date of Review: _____

Plan Number: _____

I have reviewed the referenced architectural plans for the referenced residence and found the plans to be:

_____ In Compliance _____with the Compliance Checklist

_____ Not in Compliance _____ with the Compliance Checklist

If "Not in Compliance" is selected, it is for the following reasons:

PART D: CITY INSPECTION.

By _____ *(name of City representative)*

Date of Inspection: _____

I have inspected the referenced residence and found it to be:

_____ In Compliance _____with the Compliance Checklist

_____ Not in Compliance _____ with the Compliance Checklist

If "Not in Compliance" is selected, it is for the following reasons:

EXHIBIT O-2

Multi-Family Site Design Requirements and Compliance Checklist

Exhibit "O-2"
Multi-Family Site Design Requirements and Compliance Checklist

BLUFFVIEW - PID ARCHITECTUAL STANDARDS

Architectural Standards for Single Family Residential:

A) Exterior Material Treatment

- At least 85% of the exterior surface area of all front elevations, all street facing elevations, and all elevations facing public/private parkland shall consist of brick, stone, or stucco (exclusive of windows, doors or any other openings);
- The side and rear elevations not facing a public right-of-way shall consist of at least 50% brick, stone or stucco on the first floor (exclusive of windows, doors or any other openings) and brick, stone or cement based siding on the second floor and;
- Street facing side of homes that back onto or are adjacent to arterial roads or residential collectors shall consist of 85% brick, stone or stucco on the street facing side (exclusive of windows, doors or any other openings).

B) Front Elevation Features *At least a minimum of two (2) of the following design options shall be incorporated into front elevations and included on the architectural plans submitted for building permits:*

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- Shed roof or trellis (at least 18" deep) above the garage door;
- A combination of at least two roof types (e.g. hip and gable) or two (2) different roof planes of varying height and/or direction;
- Two (2) or more masonry finishes to compliment the architectural style of the home; or
- The addition of the one or more dormers on the front elevation to compliment the architectural style of the home.

* Roof overhang or 18" permitted within side setback.

INSTRUCTIONS: Builder to complete and submit to the City of Georgetown, Texas:
Initial Submittal - with application for Building Permit.
Resubmittal - with application for Certificate of Occupancy.

BLUFFVIEW PID

Certificate of Compliance ~~- Residential~~ Architectural Standards

PART A: RESIDENCE ADDRESS – to be completed by Builder Representative

Lot _____ **Block** _____ **Phase** _____ **Street Address:** _____

I, _____ [*printed name of authorized Builder Representative making the representations and certifications*] ("Builder Representative"), being an authorized agent of _____ [*Builder company name*] ("Builder"), hereby certify that the residential structure located at the address shown above has been constructed by Builder in compliance with the Bluffview PID Architectural Standards as set forth in that certain PID Construction, Financing, and Reimbursement Agreement between Lamy 2243, LTD, a Texas Limited Partnership, and the City of Georgetown, Texas, dated to be effective on _____, 2021 and recorded in the Official Public Records of Williamson County, Texas as Document No. _____.

PART B: COMPLIANCE CHECKLIST – to be completed by Builder Representative

IMPORTANT:

- The following Compliance Checklist must bear the signature of the Builder Representative for each element listed. Submittal of an incomplete Compliance Checklist will result in denial of issuance of a Building Permit, request for Final Inspection, and/or request for issuance of a Certificate of Occupancy.
- Signature of the Builder Representative shall constitute a representation, warranty and certification by the Builder Representative that the residence is, or will be on construction, in compliance with the corresponding element on the Compliance Checklist.
- The City will not issue a Building Permit, schedule a Final Inspection, and/or issue a Certificate of Occupancy unless the City confirms that the residence is in compliance with all elements on the Compliance Checklist.

BLUFFVIEW PID

Compliance Checklist ~~for Residential~~ Architectural Standards

Lot _____ Block _____ Phase _____ Street Address: _____

PART B1: COMPLIANCE CHECKLIST – EXTERIOR MATERIALS *

Exterior Material Treatment	**Builder Representative Signature**
At least 85% of the exterior surface area of all front elevations, all street facing elevations, and all elevations facing public/private parkland shall consist of brick, stone, or stucco (exclusive of windows, doors or any other openings);	
The side and rear elevations not facing a public right-of-way shall consist of at least 50% brick, stone or stucco on the first floor (exclusive of windows, doors or any other openings) and brick, stone or cement based siding on the second floor and;	
Street facing side of homes that back onto or are adjacent to arterial roads or residential collectors shall consist of 85% brick, stone or stucco on the street facing side (exclusive of windows, doors or any other openings).	

*SELECT ONE LOT CONFIGURATION FOR THE RESIDENCE and complete the following:

a) Write on the four sides of the applicable diagram below: "public street," "public/private parkland," "arterial road," "residential collector," or "adjacent lot."
b) Indicate 85% or 50% on each side of structure footprint to reflect amount of masonry required.

Corner Lot or Midblock Lot

Cul-de-sac Lot

GEORGETOWN
TEXAS

BLUFFVIEW PID

Compliance Checklist ~~for Residential~~ Architectural Standards

Lot _____ **Block** _____ **Phase** _____ **Street Address:** _____

PART B2: COMPLIANCE CHECKLIST – FRONT ELEVATION FEATURES At minimum of two (2) of the following design options must be incorporated into front elevations and included on the architectural plans submitted for building permits**.

Front Elevation Features ** Roof overhang of 18" permitted within side setback.	**Signature of Applicant affirming compliance**
Covered front porch or patio with a minimum size of sixty (60) square feet;	
A garage door recessed from the primary front facade a minimum of two feet (2'0") for garage doors that face the front street;	
Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);	
Shed roof or trellis (at least 18" deep) above the garage door;	
A combination of at least two roof types (e.g. hip and gable) or two (2) different roof planes of varying height and/or direction;	
Two (2) or more masonry finishes to compliment the architectural style of the home; or	
The addition of the one or more dormers on the front elevation to compliment the architectural style of the home.	

BLUFFVIEW PID

Compliance Checklist ~~for Residential~~ Architectural Standards

Lot _____ Block _____ Phase _____ Street Address: _____

TO BE COMPLETED BY THE CITY

PART C: CITY PLAN REVIEW.

By _____ *(name of City representative)*

Date of Review: _____

Plan Number: _____

I have reviewed the referenced architectural plans for the referenced residence and found the plans to be:

_____ In Compliance _____with the Compliance Checklist

_____ Not in Compliance _____ with the Compliance Checklist

If "Not in Compliance" is selected, it is for the following reasons:

PART D: CITY INSPECTION.

By _____ *(name of City representative)*

Date of Inspection: _____

I have inspected the referenced residence and found it to be:

_____ In Compliance _____with the Compliance Checklist

_____ Not in Compliance _____ with the Compliance Checklist

If "Not in Compliance" is selected, it is for the following reasons:

EXHIBIT P
Maintenance Agreement

EXHIBIT "P"

MAINTENANCE AGREEMENT
NAME OF OWNERS ASSOCIATION

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 _____., a Texas non-profit 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. _____ 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 _____, 2023, (the "Development Agreement"), and the Declaration of Covenants, Conditions and Restrictions for the Bluffview Subdivision (or similarly titled document governing the development, improvement, and sale of land in the District) dated effective _____, and recorded under Document No. _____ 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:

_____

By: _____
Name: _____
Title: _____
Address for Notice:
_____
_____
_____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 202__ by _____, President of _____., a Texas non-profit corporation on behalf of said corporation.

By:_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "P"

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 _____, 202__ 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

EXHIBIT "P"

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 __ "Maintenance Agreement, set forth in that certain "Development and Authorized Improvements Agreement," dated to be effective on _____, 2023 between 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 §

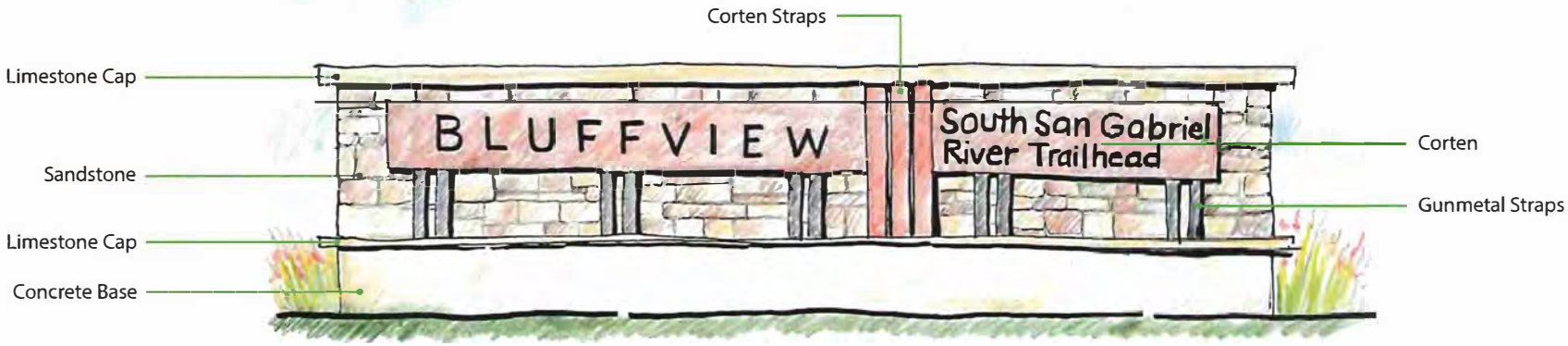
This instrument was acknowledged before me on this the ___ day of _____, 2023, by _____, _____ of Bluffview 2021 GP, LLC, a Texas limited liability company, as General Partner of LAMY 2243, LTD., a Texas limited partnership, on behalf of said entities.

(SEAL)

_____
Notary Public, State of Texas

EXHIBIT Q-1
Bluffview Entry Monument

EXHIBIT Q-1 - Bluffview Entry Monument



Entry Monument Sign - Concept

Disclaimer:
This document represents des
electronic or hard copy, is to co
and published work may not b
the written consent of Studio16

EXHIBIT Q-2
Intentionally Deleted

EXHIBIT Q-3
Trailhead Entry Sign

PARK TRAILHEAD ENTRY FEATURE

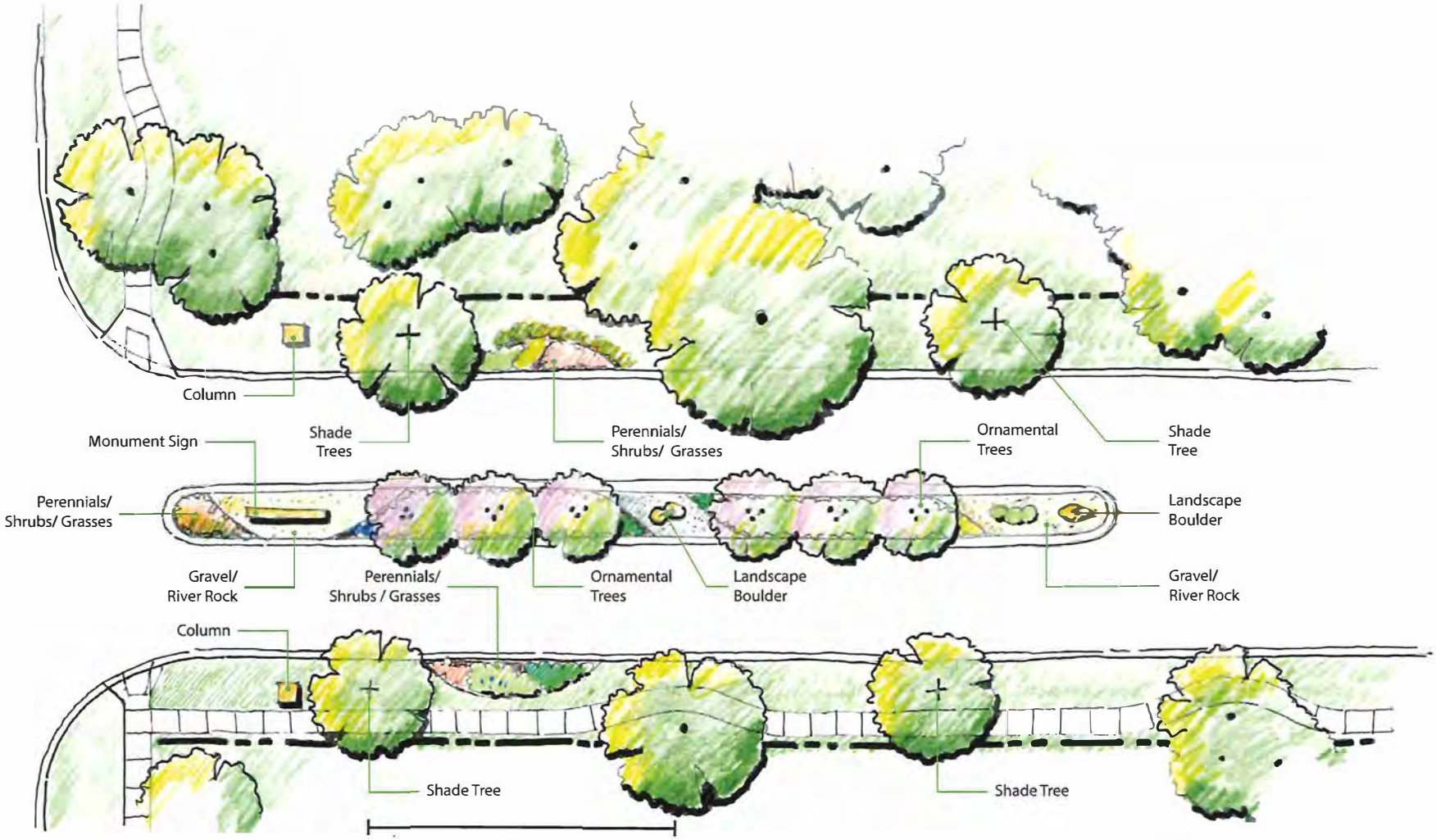
Exhibit Q-3 Trailhead Entry Sign

EXHIBIT R
Additional Landscaping

Exhibit "R"

Additional Landscaping

EXHIBIT R - Additional Landscaping
Page 1 of 2



Entry Boulevard

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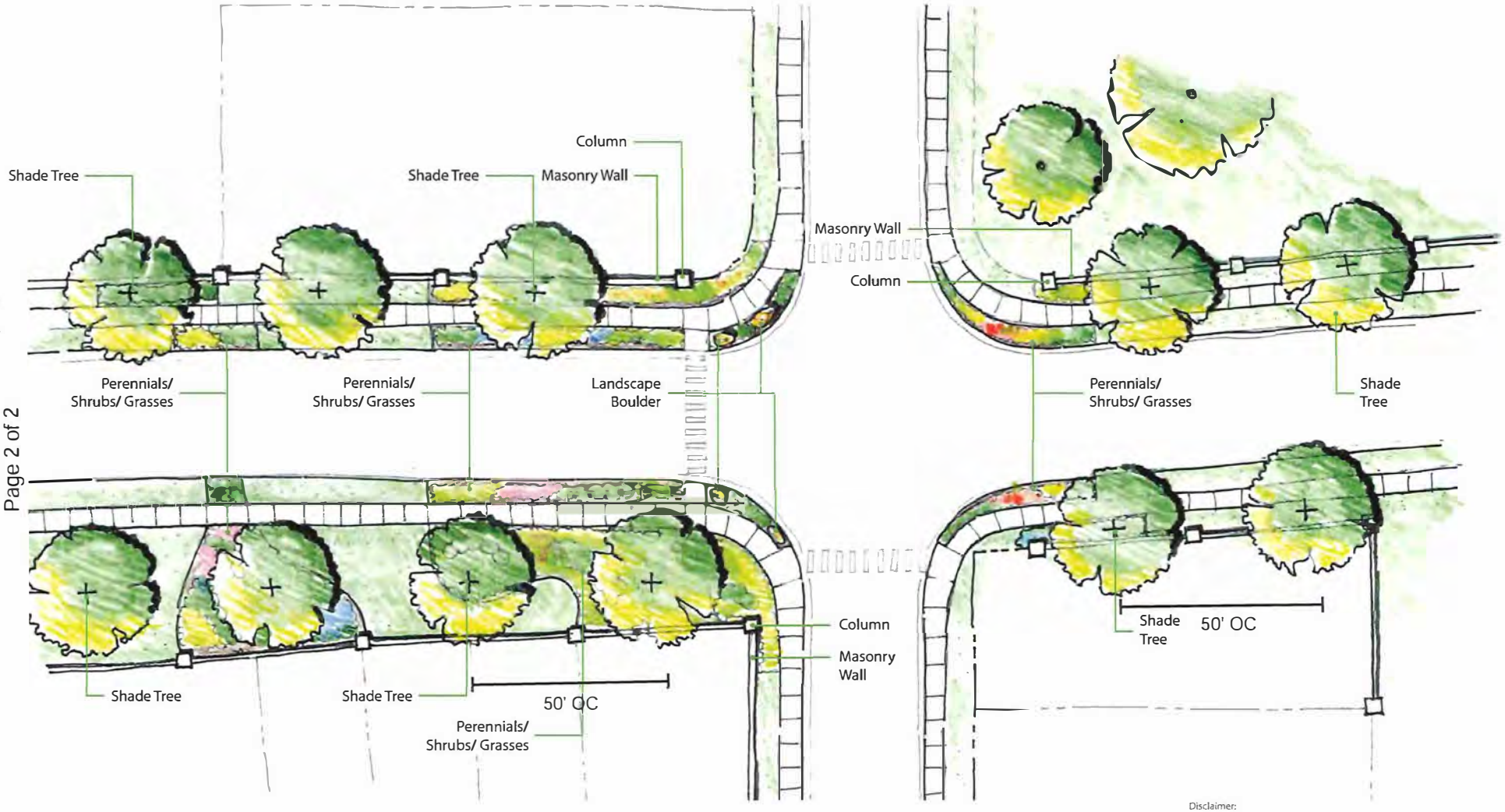
EXHIBIT R - Additional Landscaping
Page 2 of 2



Intersection

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APPENDIX G

APPRAISAL

AN APPRAISAL REPORT OF

BLUFFVIEW – PUBLIC IMPROVEMENT DISTRICT, IMPROVEMENT AREA NO. 1

BEING 105 FINISHED DETACHED SFR LOTS ON 28.949 ACRES, LOCATED ALONG THE NORTH LINE OF LEANDER ROAD (F.M. 2243) AT BLUFF EDGE LANE, IN GEORGETOWN, WILLIAMSON COUNTY, TEXAS 78628

FOR

MR. R.R. "TRIPP" DAVENPORT, III
UNDERWRITER
FMSBONDS, INC.
5 COWBOYS WAY, SUITE 300-25
FRISCO, TEXAS 75034

BY

BARLETTA & ASSOCIATES, INC.
1313 CAMPBELL ROAD, BUILDING C
HOUSTON, TEXAS 77055-6429

B&A FILE NUMBER: C9587-04

AS OF

DATE OF APPRAISAL TRANSMITTAL:	APRIL 10, 2026
EFFECTIVE DATE OF "AS IS" MARKET VALUE:	MARCH 6, 2026

April 10, 2026

Mr. R.R. "Tripp" Davenport, III
Underwriter
FMSbonds, Inc.
5 Cowboy Way, Suite 300-25
Frisco, Texas 75034

Phone: 877-899-2220
Email: tdavenport@fmsbonds.com

RE: **An Appraisal Report of Bluffview Public Improvement District, Improvement Area No. 1, being 105 finished detached SFR lots, on 28.949 acres**, located along the north line of Leander Road (F.M. 2243) at Bluff Edge Lane, in Georgetown, Williamson County, Texas 78628. The subject lots have typical lot sizes of 50' x 120', or 6,000 SF and 60' x 120' or 7,200 SF.

Client: FMSbonds, Inc.
B&A File No.: C9587-04

Dear Mr. Davenport:

At your request, we have personally visited and prepared an appraisal of the above-captioned subject property, gathered comparable market data, and conducted a study of the market area for the purpose of providing our opinion of the **Hypothetical "As Is" Bulk Market Value** of the subject lots in compliance with FMSbonds, Inc.'s Appraisal Instructions, the Uniform Standards of Professional Appraisal Practice and the Appraisal Institute's Code of Professional Ethics. This appraisal also complies with applicable fair lending and anti-defamation laws including the Equal Credit Opportunity Act (ECOA), the Fair Housing Act (FHAct), the Civil Rights Act of 1866, as well as other federal, state or local laws that prohibit discrimination.

To conclude, it is our opinion that the **Hypothetical "As Is" Bulk Market Value** of the fee simple interest in the subject lots, as of the indicated date, is as follows:

Description	No. of Lots	Avg. Lot FF	Value	Effective Date
Hypothetical "As Is" Bulk Market Value	105	50' & 60'	**$16,550,000**	3/6/2026

The Bulk Market Values above are derived from a Sum of Retail Revenue of $18,645,000, or $165,000 per 50' lot and $198,000 per 60' lot for Bluffview, PID IA No. 1.

The estimated prospective **Marketing Period** and historic **Exposure Time** for the subject lots at the above concluded Hypothetical "As Is" Bulk Market Value is estimated within 12

months, based upon discussions with area builders, and the marketing period for comparable properties that have recently sold.

The use of extraordinary assumptions or hypothetical conditions might have affected assignment results.

Extraordinary Assumptions:

1.) This appraisal assumes that Risewell Homes, or comparable production builder/s, will build upon the finished subject lots, detached single-family units with a projected price range from $660,000 to $950,000.

2.) If any of these assumptions and conditions prove to be false, it may have an effect on the Market Values contained herein.

Hypothetical Conditions:

1.) Two of the lots have commenced vertical construction and are approximately 50% completed homes. For purposes of this appraisal, and per the client’s request, these lots are considered hypothetically vacant for this valuation.

2.) If any of these assumptions and conditions prove to be false, it may have an effect on the Market Values contained herein.

As referenced herein, **Market Value** is defined as follows:

> The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> (1) buyer and seller are typically motivated;
> (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
> (3) a reasonable time is allowed for exposure in the open market;
> (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
> (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
>
> (Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 394-395)

It has been a pleasure serving you. Please call if we may be of further assistance.

Sincerely,

BARLETTA & ASSOCIATES, INC.

Phillip F. Barletta, MAI, SRA
President
State Certified, 1320197-CG

David M. Baehr, MAI, SRA, AI-GRS
State Certified, 1380372-CG

CERTIFICATION

We certify, to the best of our knowledge and belief, the following:

USPAP Certifications

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
4. We have provided no real estate services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this Appraisal Report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. David M. Baehr, MAI, SRA, AI-GRS made an unaccompanied visit to the subject site on March 6, 2026. Phillip F. Barletta, MAI, SRA did not inspect property, but is very familiar with the market area and the subject subdivision.
10. No one provided significant real property appraisal assistance to the signers of this appraisal report.
11. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
12. The appraisers have extensive experience in appraising subdivisions, subdivision lots, base master floor plans, and master-planned residential subdivisions, and are State General Certified; thus, they are well-qualified to appraise the subject property and fully satisfy the Competency Rule of the Uniform Standards of Professional Appraisal Practice.
13. Phillip F. Barletta, MAI, SRA and David M. Baehr, MAI, SRA, AI-GRS are State Certified General Real Estate Appraisers by the Texas Appraiser Licensing and Certification Board for the State of Texas.

AI Certifications

1. The reported analyses, opinions and conclusions were developed, and this report has also been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
2. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
3. As of the date of this report, Phillip F. Barletta, MAI, SRA and David M. Baehr, MAI, SRA, AI-GRS have completed the continuing education program for Designated Members of the Appraisal Institute.

The appraisers hereby certify regulatory compliance, and after completing a detailed and thorough analysis of all the relevant market data, the concluded fee simple estate **Hypothetical "As Is" Bulk Market Value**, as of the noted effective date, are as follows:

Description	No. of Lots	Avg. Lot FF	Value	Effective Date
Hypothetical "As Is" Bulk Market Value	105	50' & 60'	**$16,550,000**	3/6/2026

The estimated prospective **Marketing Period** and historic **Exposure Time** for the subject lots at the above concluded Hypothetical "As Is" Bulk Market Value is estimated within 12 months, based upon discussions with area builders, and the marketing period for comparable properties that have recently sold.

The use of extraordinary assumptions or hypothetical conditions might have affected assignment results.

Extraordinary Assumptions:

1.) This appraisal assumes that Risewell Homes, or comparable production builder/s, will build upon the finished subject lots, detached single-family units with a projected price range from $660,000 to $950,000.

2.) If any of these assumptions and conditions prove to be false, it may have an effect on the Market Values contained herein.

Hypothetical Conditions:

1.) Two of the lots have commenced vertical construction and are approximately 50% completed homes. For purposes of this appraisal, and per the client's request, these lots are considered hypothetically vacant for this valuation.

2.) If any of these assumptions and conditions prove to be false, it may have an effect on the Market Values contained herein.

BARLETTA & ASSOCIATES, INC.

Phillip F. Barletta, MAI, SRA
President
State Certified, 1320197-CG

David M. Baehr, MAI, SRA, AI-GRS
State Certified, 1380372-CG

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following conditions:

1. This Appraisal Report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice, Standards Rule 2-2 (a). As such, this report does, in fact, include narrative discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning, and analyses is included in this report. The appraisers are not responsible for unauthorized use of this report.

2. No responsibility is assumed for legal or title consideration. Title to the property is assumed to be good and marketable unless otherwise stated in this report.

3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.

4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.

5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.

9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this appraisal report.

10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

13. The appraisers are not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraisers that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, lead contamination, or other potentially hazardous materials may affect the value of the property. The appraisers' value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraisers' descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans With Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.

16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers, and in any event, only with proper written qualification and only in its entirety.

18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or the firm with which the appraisers are

connected) shall be disseminated to the public through advertising, public relations, new sales, or other media without prior written consent and approval of the appraisers.

19. Texas is a non-disclosure state. It is important that the intended user of the appraisal understand that, in Texas, there is no legal requirement for grantors or grantees to disclose any information relative to a transfer of real property. In Texas, deeds typically do not contain information about the transaction other than the legal description, the parties involved in the transaction and minimum consideration of $10.00. As a result, no data source provides absolute coverage of all transactions. It is possible that there are sales data in the market, of which the appraisers are unaware. Our sources provide the data typically available to appraisers in the ordinary course of business.

The use of extraordinary assumptions or hypothetical conditions might have affected assignment results.

Extraordinary Assumptions:

1.) This appraisal assumes that Risewell Homes, or comparable production builder/s, will build upon the finished subject lots, detached single-family units with a projected price range from $660,000 to $950,000.

2.) If any of these assumptions and conditions prove to be false, it may have an effect on the Market Values contained herein.

Hypothetical Conditions:

1.) Two of the lots have commenced vertical construction and are approximately 50% completed homes. For purposes of this appraisal, and per the client's request, these lots are considered hypothetically vacant for this valuation.

2.) If any of these assumptions and conditions prove to be false, it may have an effect on the Market Values contained herein.

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Name:	**Bluffview – Public Improvement District, Improvement Area No. 1**
Type of Property:	The subject consists of Bluffview, being 105 finished detached SFR lots, on 28.949 acres, located along the north line of Leander Road (F.M. 2243) at Bluff Edge Lane, in Georgetown, Williamson County, Texas 78628. The subject lots have typical lot sizes of 50' x 120', or 6,000 SF and 60' x 120' or 7,200 SF.
Coordinates:	Latitude: 30.504933; Longitude: -97.995164
Postal Address:	Georgetown, Texas 78628
Location:	Located along the north line of Leander Road (F.M. 2243) at Bluff Edge Lane, in Georgetown, Williamson County, Texas 78628.
Tract Size:	28.949 acres (105 lots)
Density:	3.66 lots per acre

Subject Bluffview, Lot Mix:

No.	Description	Avg. FF	Avg. Size
65	Finished	50'	6,000 SF
40	Finished	60'	7,200 SF
105			

Appraisal Dates:

- Date of Report Transmittal:	April 10, 2026
- Effective Date of "As Is" Market Value:	March 6, 2026
Purpose of the Appraisal:	To provide an opinion of the Hypothetical "As Is" Bulk Market Value per the U.S.P.A.P.; FMSbonds, Inc.'s Appraisal Guidelines; and the Appraisal Institute's Code of Professional Ethics.
Rights Appraised:	Fee Simple Estate
Zoning:	PUD (Planned Unit Development) by the City of Georgetown.
Restrictions:	None adverse known

Utilities/Services:

Utilities/Services	
Electricity:	Pedernales Electric Cooperative
Water/Sanitary Sewer:	City of Georgetown
Gas:	Atmos Energy
Phone:	AT&T & others
Police Protection:	City of Georgetown & Williamson Co. Sheriff's Dept.
Fire Protection:	Georgetown Fire Department
School District:	Georgetown I.S.D.

Floodplain:

FEMA Flood Map	
Flood Map No.:	48491C0480F
Flood Map Date:	12/20/2019
Flood Map Designation:	Zone X

Environmental: No adverse influences noted or known, such as endangered species, habitats, or wetlands.

Builders: Risewell Homes is the exclusive builder in the subdivision; however, the Highest and Best Use is to have two builders active in the community, given the lot count.

New Home Price Range: Detached single-family units with a projected price range of $660,000 to $950,000.

Highest & Best Use of Lots: Construction of move-up detached single-family residential homes, with two builders per lot size, as demand and market conditions warrant in the $660,000 to $950,000 price range.

CONCLUSIONS:

To conclude, it is our opinion that the fee simple estate **Hypothetical "As Is" Bulk Market Value** of the fee simple interest in the subject lots, as of the indicated date, is as follows:

Description	No. of Lots	Avg. Lot FF	Value	Effective Date
Hypothetical "As Is" Bulk Market Value	105	50' & 60'	**$16,550,000**	3/6/2026

IDENTIFICATION OF THE SUBJECT PROPERTY

The subject of this appraisal consists of Bluffview, PID, IA No. 1, being 105 finished detached SFR lots, on 28.949 acres, located along the north line of Leander Road (F.M. 2243) at Bluff Edge Lane, in Georgetown, Williamson County, Texas 78628. The subject lots have typical lot sizes of 50' x 120', or 6,000 SF and 60' x 120' or 7,200 SF. The subject can be legally identified as noted on the following pages:

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

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

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:

HISTORY OF THE SUBJECT PROPERTY

Per the requirements of the Appraisal Institute's Standards of Professional Practice and the U.S.P.A.P., the following are comments pertaining to the three-year sales history of the subject.

97 of the subject lots are owned by KL LB Buy 4; 8 of the subject lots are owned by TNHC Austin, LLC (dba Risewell Homes), who purchased lots in February 2026 and have two homes under construction as of the date of inspection. In October 2024, Lamy 2243, Ltd. conveyed approximately 28.949 acres — comprising Improvement Area #1 of the Bluffview residential development in Georgetown — to KL LB Buy 4, LLC pursuant to a Purchase and Sale Agreement. KL LB Buy 4, LLC is a land banker acting on behalf of Risewell Homes. The total purchase price for the lots was $17,515,000, calculated on a per-lot basis of $155,000 per 50-foot lot (65 lots) and $186,000 per 60-foot lot (40 lots), for a total of 105 finished residential lots. The conveyance was made subject to permitted exceptions of record but expressly excluded KL LB Buy 4's entitlement to any PID reimbursements, which were retained by Lamy 2243 as Grantor. The transaction also included a "true-up" provision requiring KL LB Buy 4 to pay Lamy 2243 an amount equal to 20% of gross home sale proceeds less the pro-rata lot purchase price upon each home closing to a homebuyer.

The appraisers are not aware of any other sales, listings for sale, contracts, or offers to purchase the subject finished lots in the three years prior to the effective date of this appraisal.

INTENDED USE/USER OF THE APPRAISAL

This appraisal is intended to offer our opinion of the **Hypothetical "As Is" Bulk Market Value of the 105 finished lots in IA No. 1,** to the client, FMSbonds, Inc., for the underwriting of the City's Bluffview (Public Improvement District Improvement Area No. 1) Bond transaction. The use of the appraisal by anyone other than Mr. Tripp Davenport, III and Mr. Robert Rivera (c/o FMSbonds, Inc.), or the City of Georgetown is prohibited, except as provided herein. Additionally, we confirm our permission to use the final Appraisal Report in the offer and sale of public securities, secured by the special assessments levied on property within the PID, and we confirm that we will execute, subject to our approval of the same, a certificate related to the use of the appraisal for such purpose, as provided by the client. Any other party is an unintended unauthorized user.

SCOPE OF WORK OF THE APPRAISAL

Barletta & Associates, Inc. has an internal Quality Control Program. All appraisals are read a second time by an MAI who is not participating in the assignment. For this assignment, Quality Control Oversight was provided by Phillip F. Barletta, MAI, SRA, who was an active appraiser participant.

The scope of work of the appraisal is the process to support our opinion of the Hypothetical "As Is" Bulk Market Value of the 105 finished 50' and 60' lots, that comprise Bluffview PID, IA No. 1, employing all applicable approaches to value in a comprehensive appraisal process and presented in this Appraisal Report. In preparing this appraisal, the appraisers:

- visited the subject property and surrounding market area, unaccompanied;
- contacted Mr. Bennett Holcomb with Riverside RE, who provided physical, financial and historical data for this valuation analysis;
- analyzed macro and micro market conditions of this region and market area;
- interviewed active market participants;
- gathered relevant available information on current comparable builder takedown lot sales and lot absorption data, referencing such publications as the ABOR MLS, the Zonda Austin Metrostudy and the appraisers' extensive database;

- referenced other publications and services such as MapPro, CoStar, Crexi, Google Earth, Realty Rates.com, the Texas A & M Real Estate Research Center, the Williamson County Appraisal District, and the Williamson County Clerk's Office, among other services;
- confirmed and analyzed the data and applied the most applicable approaches to value; i.e. the Sales Comparison Approach-Retail Lot Sales; and the Income Approach-DCF Analysis;
- The Cost Approach does not apply to the valuation of finished lots as they are no longer a function of the cost to develop. The absence of the Cost Approach does not affect the credibility of the Market Value conclusions in this appraisal;
- concluded the Bulk Value of all 105 finished lots in IA No. 1 to a single purchaser and, as such, our report conforms to the reporting guidelines of the Appraisal Institute, the Texas Appraiser Licensing and Certification Board, the Appraisal Foundation's U.S.P.A.P., and Regulation 12 CFR Part 564; and
- concluded the Hypothetical "As Is" Bulk Market Value of the 105 finished lots in IA No. 1, as of the stated effective date for a reasonable exposure period.

PROPERTY RIGHTS APPRAISED

The property rights appraised are the ***Fee Simple Estate***. Fee Simple Estate is defined by The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, published in 2022, Page 73, as follows:

> Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.

DEFINITION OF MARKET VALUE

As referred to herein, ***Market Value*** is defined as follows:

> The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> (1) buyer and seller are typically motivated;
>
> (2) both parties are well informed or well advised, and each acting in what they consider their own best interests;
>
> (3) a reasonable time is allowed for exposure in the open market;
>
> (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

(5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 394-395)

DEFINITION OF "SUM OF THE RETAIL VALUES"

As referred to herein, ***Sum of Retail Values*** is defined by The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, published in 2022, Page 185, as follows:

> The sum of the separate and distinct market value opinions for each of the units in a condominium, subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as though sold together in a single transaction; it is simply the total of the individual market value conclusions. An appraisal has an effective date, but summing the sale prices of multiple units over an extended period of time will not be the value on that one day unless the prices are discounted to make the value equivalent to what another developer or investor would pay for the bulk purchase of the units. Also called the aggregate of the retail values or aggregate retail selling price.

DEFINITION OF "AS IS" MARKET VALUE ON APPRAISAL DATE

As referred to herein, ***"As Is" Market Value*** is defined by The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, published in 2022, Page 10, as follows:

> The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraised date.

DEFINITION OF "BULK VALUE"

As referred to herein, ***"Bulk Value"*** is defined by The Dictionary of Real Estate Appraisal, Seventh Edition, revised 2022, by the Appraisal Institute, Page 22, as follows:

> The value of multiple units, subdivided plots, or properties in a portfolio as though sold together in a single transaction.

DATES OF THE APPRAISAL

The date of the site visit was March 6, 2026. The date of transmittal of the report is April 10, 2026.

ZONING & RESTRICTIONS

The subject is zoned PUD (Planned Unit Development) by the City of Georgetown and the current residential use is considered a legal conforming use. The subject is assumed to be deed restricted, and we are unaware of any adverse deed restrictions which would preclude development to the subject lots' highest and best use.

AD VALOREM TAX DATA

All properties in the State of Texas are taxed at 100% of their assessed value, which are determined for all taxing jurisdictions within a county by a central county appraisal district, in this case, the Williamson County Appraisal District (WCAD). The finished subject lots have been individually assigned account numbers, but assessed values have not yet been assigned.

The property does not carry an agricultural exemption; thus, 3-years of rollback taxes are not applicable.

In most cases, the taxing entities typically assess lots at around 15% to 100% of the retail value. Within the discounted cash flow section of this report, the appraisers will utilize an average **60%** assessment-to-retail value ratio, based on the following tax comparables:

Property Tax Comps for Bluffview			
WCAD Property ID	**Street Address**	**2025 Lot Value**	**% Tax Assessment**
R304061	103 Foxhollow Drive	$105,000	59.13%
R304057	104 River Down Road	$105,000	59.13%
Average Tax Assessment-to-Total Value Ratio:			59.13%
Rounded:			**60%**

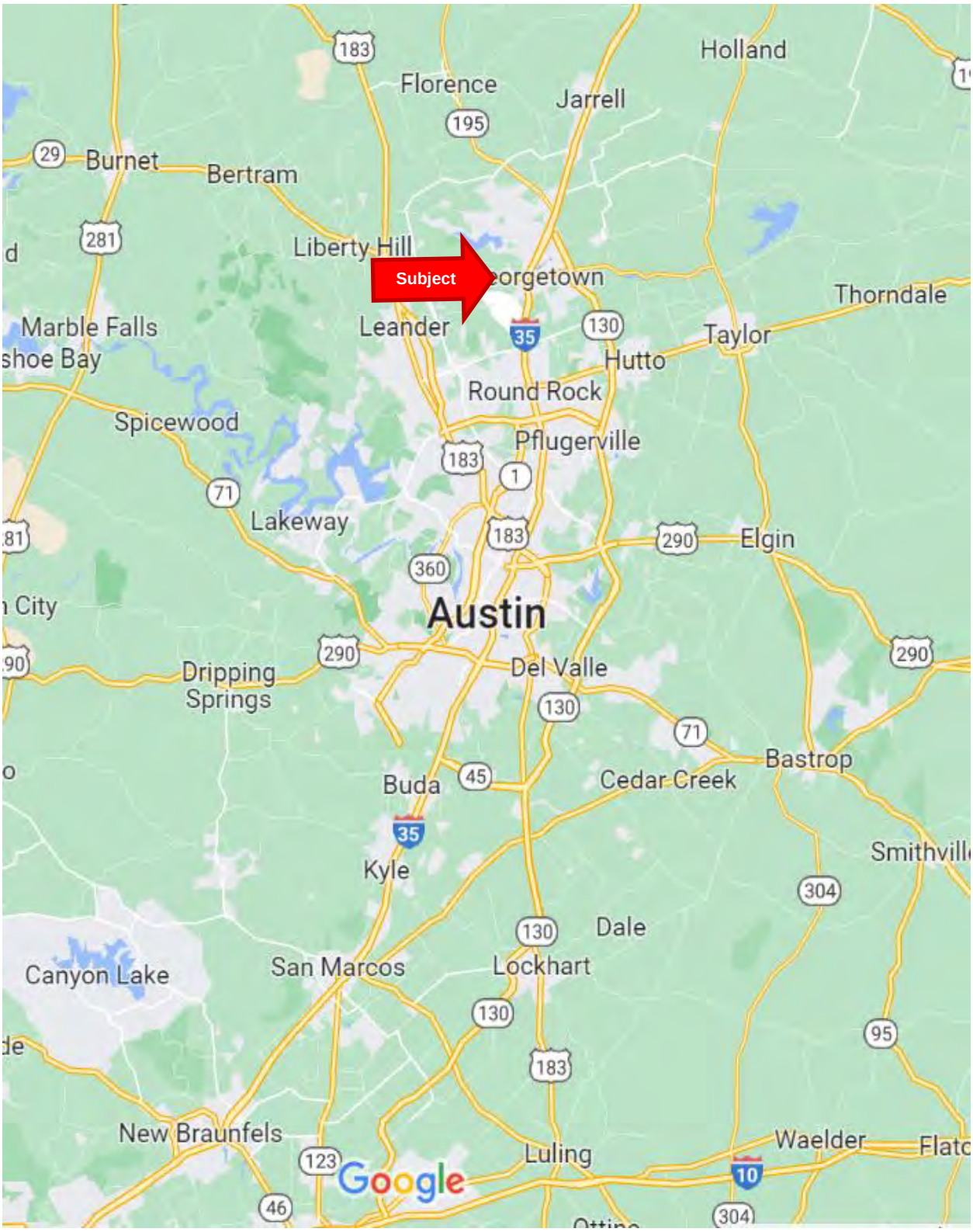
2025 Tax Rates: The 2025 property tax rates per $100, applicable to the subject, are summarized in the following table:

Taxing Authorities and 2025 Rates per $100	
City of Georgetown	$0.3530
Williamson County	$0.3694
Williamson County Farm & Road District	$0.0443
Georgetown I.S.D.	$1.0506
2025 Cumulative Tax Rate per $100:	**$1.8174**

GREATER AUSTIN AREA DATA

(Please refer to the Addenda of this appraisal for an Austin MSA summary analysis.)

AUSTIN AREA MAP



MARKET AREA ANALYSIS

Market Area Defined: According to The Dictionary of Real Estate Appraisal, Seventh Edition, by the Appraisal Institute, 2022, page 116, a ***market area*** is defined as: "The geographic region from which a majority demand comes and in which the majority of competition is located. Depending on the market, a market area may be further subdivided into components such as primary, secondary, and tertiary market areas, or the competitive market area may be distinguished from the general market area."

Boundaries: In order to discuss a market area, the boundaries must be established in order to distinguish it from the rest of the community. The subject market area takes in the municipalities of westerly Georgetown and Liberty Hill, and is located approximately 25-30 miles north-northwest of Austin's Central Business District. The market area boundaries are generally delineated as follows:

F.M. 487/F.M. 970 to the North;
I.H. 35 to the East;
U.S. Highway 183 to the West; and
R.M. 2243 to the South

Major Streets: The subject market area is experiencing rapid growth, with a general mix of predominantly residential and supportive commercial interests. The primary arteries into and through the market area include I.H. 35, S.H. 29, Ronald W. Reagan Boulevard, R.M. 2338/Williams Drive, R.M. 2243, F.M. 3405, F.M. 487, F.M. 970, and U.S. Highway 183.

I.H. 35 is the primary north/south corridor for the market area, and has by far, the highest concentration of commercial and retail development for the market area. S.H. 130 is a recently constructed toll road, which is now complete between I.H. 10 in Seguin and I.H. 35 in Georgetown, and generally parallels I.H. 35. U.S. Highway 183 is a six-lane, limited access freeway, which links with I.H. 35 to provide access into downtown Austin, and then it courses farther south to S.H. 71, near Bergstrom International Airport. Congestion

has been increasing along U.S. Highway 183, and several expansion projects are now underway, and more are planned.

Of particular importance to the subject property is the expansion of Ronald W. Reagan Boulevard. Also known as C.R. 239 and Parmer Lane, Ronald W. Reagan Boulevard was realigned and widened to a six-lane thoroughfare, north of the Travis/Williamson County line, due north of S.H. 29, and now extends north to F.M. 3405, then turns east to cross R.M. 2338, and S.H. 195, and onto I.H. 35. The realignment significantly enhances traffic flow in this corridor. Ronald W. Reagan Blvd. is now one of the primary routes into the Georgetown/Liberty Hill area.

The regional grocery chain, H-E-B, occupies a 103,000 SF grocery store, located at the southeast corner of S.H. 29 and Ronald W. Reagan Boulevard in Liberty Hill, anchoring a center that contains another 100,000 SF of retail space and pad sites in 12 buildings.

At the southwest corner of FM 2243 and U.S. 183A, in Leander, is planned as a 78-acre mixed-use project that includes retail, restaurants, entertainment, hospitality, office and apartments, as well as a 4-acre crystalline lagoon and 10 acres of boardwalk amenities. The overall plan includes 1,000,000 SF of commercial development, including a full-service hotel and conference center, along with 1,600 multifamily apartments, to be built in phases. Construction began circa June 2021 and is to be completed in six phases over a 12 to 15-year period.

Services/Utilities: Police and fire protection is provided by the City of Georgetown for the area situated within the city limits. The area beyond the city limits is patrolled and serviced by the Williamson County Sheriff's department, and various fire/EMS districts. Water and wastewater for the majority of the area is provided by the City of Georgetown, with sufficient capacity to sustain future growth. The areas outside of the city limits are served through either MUDs, WCIDs, or private well and septic systems. The Lower Colorado River Authority (LCRA) also provides wastewater treatment and sanitary sewer service, and Chisholm Trail Special Utility District provides water for several local MUD's. Electricity to the area is by Pedernales Electric Co-op, and typically AT&T or Verizon

provides telephone service. Natural gas is provided by several local gas or propane companies.

Land Use: The subject market area is approximately 40% built-out, with several large tracts still operating for cattle and crop production. However, as Austin's growth patterns move north and northwest, land is becoming increasingly more suitable for higher-density development. The largest residential subdivision is Sun City Georgetown, which is located along S.H. 195, southeast Ronald W. Reagan Boulevard. This is a 4,100-acre, age-restricted community, which was originally developed by Del Webb, but was purchased by Pulte. The development is approved for a total of 7,500 homes, and offers three golf courses, numerous pools and activity centers, along with 14 miles of nature trails.

Wolf Ranch is a 755-acre, relatively new master-planned community located near the intersection of S.H. 29 (University Avenue) and I.H. 35, being developed by Hillwood Communities, and will contain over 1,500 home sites, along with various commercial and multifamily uses, as well as two public school sites upon build-out.

Other relatively new master-planned communities within the market area include Santa Rita Ranch, located along Ronald W. Reagan Boulevard, north of S.H. 29, and MorningStar, which is located at the northeast corner of Ronald W. Reagan Boulevard, and S.H. 29. Santa Rita Ranch is a 1,718-acre master-planned community, which will offer approximately 6,700 residential lots, along with various commercial, multifamily, retail and hospitality uses, as well as several public and private school sites and churches. MorningStar, which now has 6 active new home builders, will eventually contain over 2,200 residential lots, along with various commercial, multifamily, retail and hospitality uses, as well as a public school site.

Also at the intersection of I.H. 35 and S.H. 29 is the Wolf Ranch Town Center. This is the largest retail development within the market area, and is anchored by national credit tenants, including Best Buy, DSW, Kirkland's, Kohl's, Michael's, Office Depot, Old Navy, Ross Dress for Less, Target, and T.J. Maxx, along with a variety of hospitality and specialty boutique retailers.

Education: The market area is served primarily by the Georgetown I.S.D., but takes in a small portion of the Liberty Hill I.S.D., and Florence I.S.D. Enrollment has surged as population trends have moved north and northwest. These preferred districts are well ranked out of the total school districts in the state of Texas. Austin Community College, Southwestern University, and The University of Texas are all conveniently located to the subject market area.

Residential: The appraisers have referenced the Zonda Austin Metrostudy, 4th Quarter 2025. The subject is located within the Georgetown West Submarket and is located within the North Market Area of the overall Austin region. The following chart summarizes the vital statistics for the Georgetown West Submarket, the North Market Area, and the overall Austin region.

Zonda Austin Metrostudy 4Q 2025								% Change
Submarket/ Market Area		**4Q 2024**	**1Q 2025**	**2Q 2025**	**3Q 2025**	**4Q 2025**	**Yrly. Rates/ Supply**	**12 Month**
Georgetown West Submarket	Starts	354	358	386	316	236	1,296	-33.33%
	Closings	508	429	448	333	329	1,539	-35.24%
	Housing Inv.	1,005	934	872	855	762	5.9 mos.	-24.18%
	VDL Inv.	2,636	2,724	2,685	3,020	3,502	32.4 mos.	32.85%
North Market Area	Starts	1,316	1,269	1,456	1,151	976	4,852	-25.84%
	Closings	1,686	1,215	1,433	1,315	1,274	5,689	-24.44%
	Housing Inv.	2,962	3,016	3,039	2,875	2,577	5.9 mos.	-13.00%
	VDL Inv.	10,525	10,523	10,741	11,812	13,030	32.2 mos.	23.80%
Austin Total	Starts	3,404	3,575	4,123	3,564	2,845	14,107	-16.42%
	Closings	5,009	3,958	4,083	3,768	3,919	15,728	-21.76%
	Housing Inv.	10,347	9,964	10,004	9,800	8,726	6.7 mos.	-15.67%
	VDL Inv.	33,841	35,647	34,965	37,777	40,371	34.3 mos.	19.30%

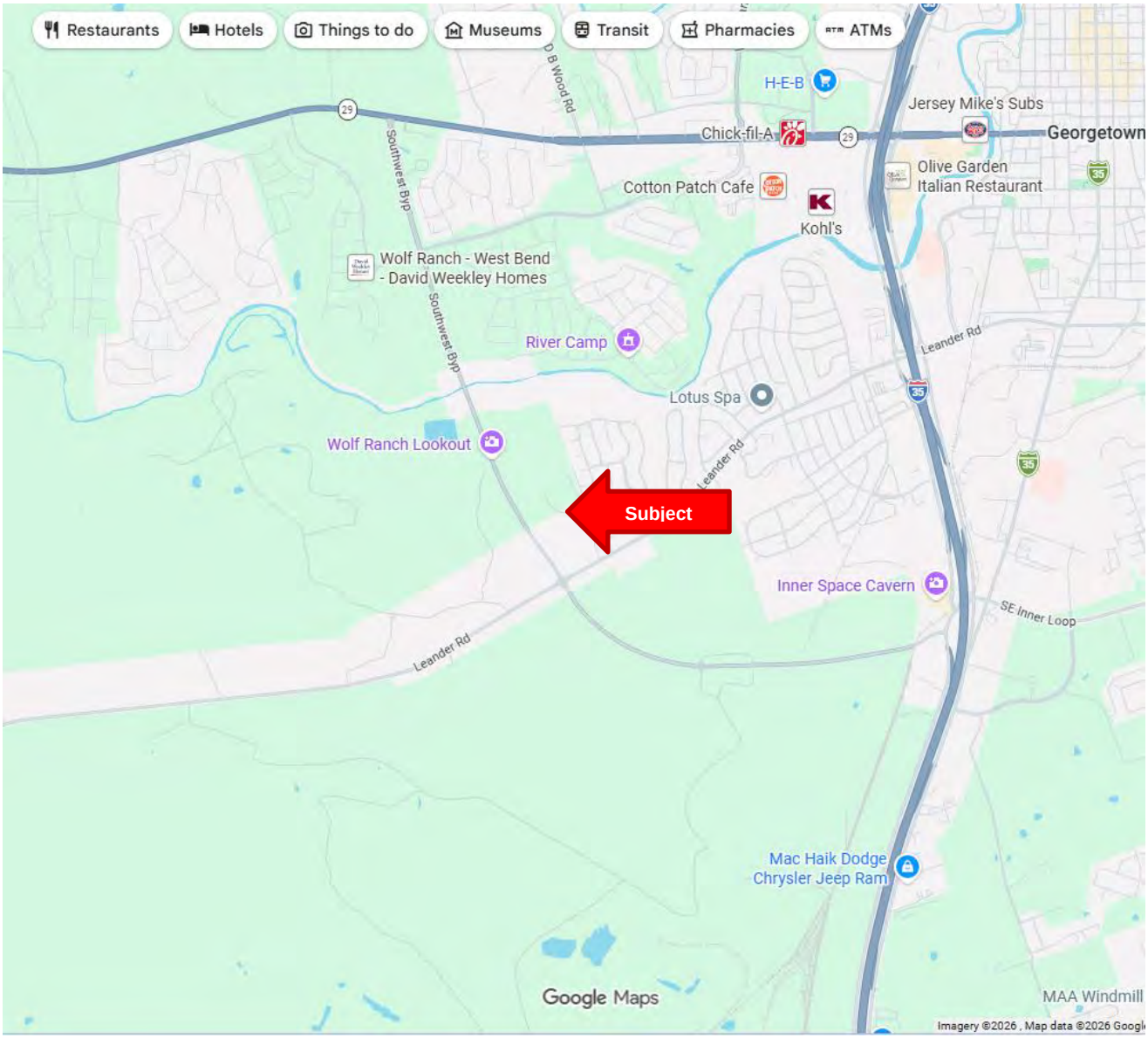
For the 4th Quarter 2025, the Georgetown West Submarket had 236 housing starts (a 33.33% decrease since 4th Quarter 2024) and 329 closings (a 35.24% decrease since 4th Quarter 2024). The submarket ended the quarter with a new home inventory of 762 units or a 5.9-month supply, which is the same as the 5.9-month supply for the North Market Area new home market. The Georgetown West Submarket concluded the 4th Quarter 2025 with 3,502 vacant developed lots in inventory. This lot inventory equates to a 32.4-month **oversupply**, which is similar to the 32.2-month oversupply for the North Market Area. A 20 to 24-month supply of lots is considered to be a market in equilibrium.

For the 4th Quarter 2025, the overall North Market Area had 976 starts (a 25.84% decrease since 4th Quarter 2024) and 1,274 closings (a 24.44% decrease since 4th Quarter 2024). The result is a stable new home inventory of 2,577 units or a 5.9-month supply, which is superior to the 6.7-month supply for the overall Austin new home market. At the time of this Zonda Austin Metrostudy report, there was a total existing inventory of 13,030 vacant developed lots in the North Market Area. This equates to a 32.2-month **oversupply**, which is superior to the 34.3-month oversupply for the overall Austin region. Again, a 20 to 24-month supply of lots is considered to be a market in equilibrium.

CONCLUSION: The subject market area is in the direct path of Austin's growth patterns to the north and northwest. The area is very desirable due to its suburban locale, and proximity to the City of Austin. The expansion of U.S. Highway 183 and Ronald W. Reagan Boulevard to a six-lane divided thoroughfare has greatly enhanced access, and is expected to further stimulate demand in the residential and commercial real estate markets.

Inflation has greatly recovered from its 2022 peak of about 9%, settling to 2.3%, as of the end of April 10025. The overall impact to the local residential market is to be determined, as mortgage rates are approximately within the range of 5.9% to 6.20%, but most experts expect continued steady activity throughout 2026, with the anticipation of lower rates over the next 12 months.

MARKET AREA MAP



LOCATION MAP

CAUTION: The location of property arrows shown on this map are approximate only. Inaccuracies may exist on map such as missing, incorrectly drawn, or incorrectly addressed streets. Please report any such inaccuracy to MapPro, Inc. so that appropriate corrections can be made.

SITE ANALYSES

The subject consists of Bluffview, being 105 finished detached SFR lots, on 28.949 acres, located along the north line of Leander Road (F.M. 2243) at Bluff Edge Lane, in Georgetown, Williamson County, Texas 78628. The subject lots have typical lot sizes of 50’ x 120’, or 6,000 SF and 60’ x 120’ or 7,200 SF.

Coordinates:	Latitude: 30.504933; Longitude: -97.995164
Postal Address:	Georgetown, Texas 78628
Location:	Located along the north line of Leander Road (F.M. 2243) at Bluff Edge Lane, in Georgetown, Williamson County, Texas 78628.
Tract Size:	28.949 acres (105 lots)
Density:	3.66 lots per acre

Subject Bluffview, Lot Mix:

No.	Description	Avg. FF	Avg. Size
65	Finished	50'	6,000 SF
40	Finished	60'	7,200 SF
105			

Zoning:	PUD (Planned Unit Development) by the City of Georgetown
Restrictions:	None adverse known
Shape:	The subject proposed detached lots are generally rectangular-shaped.
Topography:	The topography of the subject residential lots is rolling with excellent Hill Country views.
Subdivision Improvements:	Improvements include asphalt streets, trails, entry monuments, parking lot, drainage, parks, water and sanitary sewer lines by the City of Georgetown, electrical lines, natural gas lines, cable/telephone lines, storm sewer drainage and detention.

Easements: The appraisers know of no easements that would adversely affect development of the subject lots to their highest and best use.

Soil/Subsoil Conditions: A soil and subsoil report has not been provided to the appraisers; however, as evidenced by the existing and surrounding development, the soil conditions appear to be adequate in all respects for most types of construction.

Environmental: Upon physical inspection of the subject, no obvious environmental hazards or endangered species were observed. The appraisers are not environmental engineers, and are not qualified to detect environmental hazards or endangered species. For a conclusive analysis of the lots, a study by qualified environmental experts would be necessary.

Utilities/Services:

Utilities/Services	
Electricity:	Pedernales Electric Cooperative
Water/Sanitary Sewer:	City of Georgetown
Gas:	Atmos Energy
Phone:	AT&T & others
Police Protection:	City of Georgetown & Williamson Co. Sheriff's Dept.
Fire Protection:	Georgetown Fire Department
School District:	Georgetown I.S.D.

Floodplain:

FEMA Flood Map	
Flood Map No.:	48491C0480F
Flood Map Date:	12/20/2019
Flood Map Designation:	Zone X

Builders: Risewell Homes is the exclusive builder in the subdivision; however, the Highest and Best Use is to have at least two builders active in the community.

New Home Price Range: Detached single-family units with a projected price range of $660,000 to $950,000.

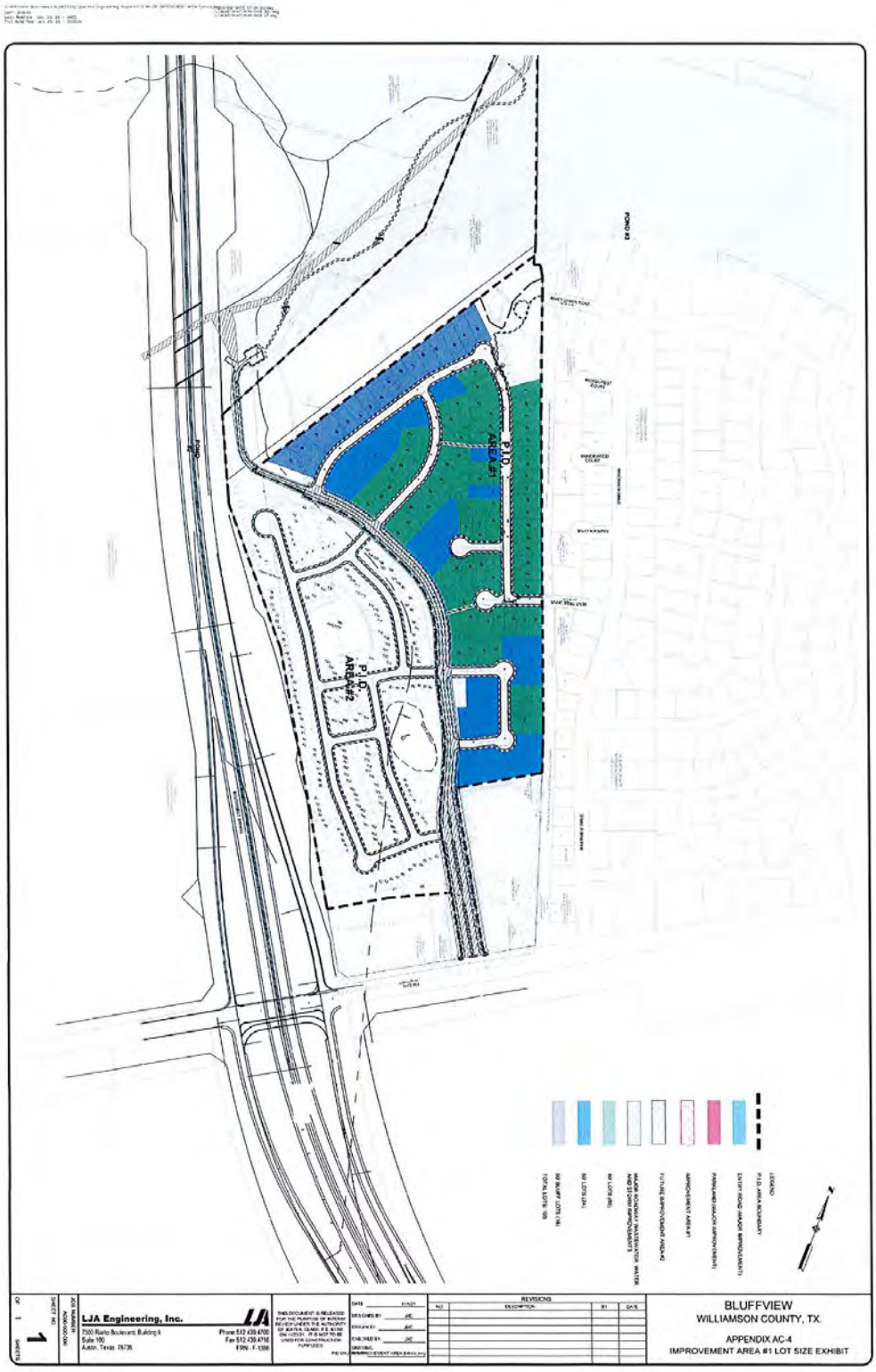
Conclusion: All services and public utilities are available, and no detrimental zoning, encroachments, or restrictions were noted, which would represent an adverse influence

to the subject lots for new residential construction in the $660,000 to $950,000 price range for the detached product by Risewell Homes and at least one other builder.

WCAD MAP

South Fork San Gabriel River
Lyndoch Park
829 ft
832 ft
Southwest Byp
Barcones Estate Dr
Riverview Dr
Fox Hollow Dr
Sun Ridge Dr
River Ridge Pool
Red Oak Ct
Leander Rd
878 ft
879 ft
Weir Ranch Rd
Junior High Park

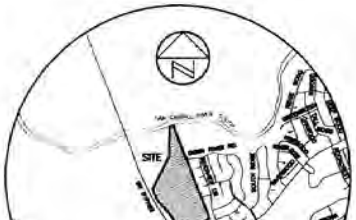
SITE PLAN


P.I.D.
AREA #1
P.I.D.
AREA #2
LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FIRM - F-1386
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JOHN A. CLARK, P.E. &/OR ON 10/20/21. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
REVISIONS
BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX AC-4
IMPROVEMENT AREA #1 LOT SIZE EXHIBIT

PLAT

Doc #2025091318

BLUFFVIEW
FINAL PLAT



LOCATION MAP
1" = 2000'

LEGEND

●	1/2" REBAR FOUND (OR AS NOTED)
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP TO BE SET
	1/2" REBAR WITH "DIAMOND SURVEYING" CAP FOUND
	1/2" REBAR WITH "DEAN WOODLEY" CAP FOUND
	1/2" REBAR WITH "TERRA FIRMA" CAP FOUND
△	MAG NAIL WITH "EARLY BOUNDARY" WASHER SET
●	COTTON SPINDLE FOUND
▲	CALCULATED POINT
	CONTROL POINT/BENCHMARK LOCATION
C.E.F.	CRITICAL ENVIRONMENTAL FEATURE
D.E.	DRAINAGE EASEMENT
EN. EMT.	ENHANCEMENT EASEMENT
O.S.L.A.	OPEN SPACE/LANDSCAPE/ACCESS LOT
P.A.E.	PUBLIC ACCESS EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.E.	SIGHT EASEMENT
S.S.E.	STORM SEWER EASEMENT
W.W.E.	WASTEWATER EASEMENT
( )	RECORD INFORMATION

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS ON EARLY LAND SURVEYING CONTROL POINT "ELS #1"

MAG NAIL WITH WASHER SET IN ASPHALT

SURFACE COORDINATES:
N 10197763.32
E 3120477.42

TEXAS STATE PLANE COORDINATES:
N 10196539.73
E 3120103.00

COMBINED SCALE FACTOR = 0.9999800014
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000120
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0
THETA ANGLE: 1°20'54"

LOT TABLE:

BLOCK A:

LOT 1	0.065 ACRES	2,812 SQ. FT.
LOT 2	0.207 ACRES	9,021 SQ. FT.
LOT 3	0.200 ACRES	8,723 SQ. FT.
LOT 4	0.180 ACRES	7,823 SQ. FT.
LOT 5	0.278 ACRES	12,032 SQ. FT.
LOT 6	0.284 ACRES	12,355 SQ. FT.
LOT 7	0.150 ACRES	6,523 SQ. FT.
LOT 8	0.155 ACRES	6,751 SQ. FT.
LOT 9	0.150 ACRES	6,545 SQ. FT.
LOT 10	0.134 ACRES	6,723 SQ. FT.
LOT 11	0.167 ACRES	7,281 SQ. FT.
LOT 12	0.261 ACRES	11,373 SQ. FT.
LOT 13	0.225 ACRES	9,820 SQ. FT.
LOT 14	0.128 ACRES	5,554 SQ. FT.**
LOT 15	0.139 ACRES	6,037 SQ. FT.
LOT 16	0.140 ACRES	6,082 SQ. FT.
LOT 17	0.145 ACRES	6,300 SQ. FT.
LOT 18	0.390 ACRES	17,010 SQ. FT.
LOT 19	0.142 ACRES	6,167 SQ. FT.
LOT 20	0.138 ACRES	6,000 SQ. FT.
LOT 21	0.138 ACRES	6,000 SQ. FT.
LOT 22	0.137 ACRES	5,986 SQ. FT.
LOT 23	0.173 ACRES	7,526 SQ. FT.
LOT 24	0.247 ACRES	10,759 SQ. FT.
LOT 25	0.184 ACRES	8,011 SQ. FT.
LOT 26	0.183 ACRES	7,971 SQ. FT.
LOT 27	0.145 ACRES	6,296 SQ. FT.
LOT 28	0.154 ACRES	6,689 SQ. FT.
LOT 29	0.267 ACRES	11,621 SQ. FT.
LOT 30	0.244 ACRES	10,618 SQ. FT.
LOT 31	0.293 ACRES	12,743 SQ. FT.
LOT 32	0.249 ACRES	10,860 SQ. FT.
LOT 33	0.131 ACRES	5,691 SQ. FT.
LOT 34	0.139 ACRES	6,058 SQ. FT.
LOT 35	0.162 ACRES	7,047 SQ. FT.
LOT 36	0.172 ACRES	7,482 SQ. FT.
LOT 37	0.138 ACRES	6,000 SQ. FT.
LOT 38	0.138 ACRES	6,000 SQ. FT.
LOT 39	0.172 ACRES	7,510 SQ. FT.
LOT 40	0.084 ACRES	3,665 SQ. FT.
LOT 41	0.138 ACRES	5,990 SQ. FT.
LOT 42	0.138 ACRES	6,000 SQ. FT.
LOT 43	0.138 ACRES	6,000 SQ. FT.
LOT 44	0.181 ACRES	7,874 SQ. FT.
LOT 45	0.173 ACRES	7,554 SQ. FT.
LOT 46	0.173 ACRES	7,544 SQ. FT.
LOT 47	0.274 ACRES	11,930 SQ. FT.
LOT 48	0.194 ACRES	8,451 SQ. FT.
LOT 49	0.175 ACRES	7,643 SQ. FT.
LOT 50	0.171 ACRES	7,464 SQ. FT.
LOT 51	0.186 ACRES	8,105 SQ. FT.
LOT 52	0.217 ACRES	8,431 SQ. FT.
LOT 53	0.280 ACRES	12,193 SQ. FT.
LOT 54	0.163 ACRES	7,106 SQ. FT.
LOT 55	0.138 ACRES	6,000 SQ. FT.
LOT 56	0.138 ACRES	6,000 SQ. FT.
LOT 57	0.138 ACRES	6,000 SQ. FT.
LOT 58	0.148 ACRES	6,446 SQ. FT.

BLOCK B:

LOT 1	0.226 ACRES	9,837 SQ. FT.
LOT 2	0.170 ACRES	7,402 SQ. FT.
LOT 3	0.202 ACRES	8,786 SQ. FT.
LOT 4	0.222 ACRES	9,663 SQ. FT.
LOT 5	0.231 ACRES	10,062 SQ. FT.

BLOCK C:

LOT 1	0.098 ACRES	4,250 SQ. FT.
LOT 2	0.196 ACRES	8,559 SQ. FT.
LOT 3	0.253 ACRES	11,035 SQ. FT.
LOT 4	0.210 ACRES	9,169 SQ. FT.
LOT 5	0.190 ACRES	8,278 SQ. FT.
LOT 6	0.263 ACRES	11,448 SQ. FT.
LOT 7	0.260 ACRES	11,318 SQ. FT.
LOT 8	0.176 ACRES	7,667 SQ. FT.
LOT 9	0.176 ACRES	7,677 SQ. FT.
LOT 10	0.176 ACRES	7,677 SQ. FT.
LOT 11	0.138 ACRES	6,000 SQ. FT.
LOT 12	0.138 ACRES	6,000 SQ. FT.
LOT 13	0.138 ACRES	6,000 SQ. FT.
LOT 14	0.163 ACRES	7,110 SQ. FT.

BLOCK D:

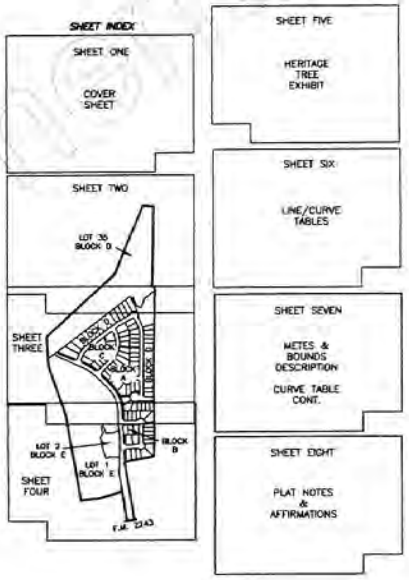
LOT 1	0.189 ACRES	7,350 SQ. FT.
LOT 2	0.138 ACRES	5,033 SQ. FT.
LOT 3	0.138 ACRES	6,025 SQ. FT.
LOT 4	0.138 ACRES	6,024 SQ. FT.
LOT 5	0.143 ACRES	6,219 SQ. FT.
LOT 6	0.138 ACRES	6,022 SQ. FT.
LOT 7	0.138 ACRES	6,022 SQ. FT.
LOT 8	0.138 ACRES	6,022 SQ. FT.
LOT 9	0.138 ACRES	6,027 SQ. FT.
LOT 10	0.139 ACRES	6,036 SQ. FT.
LOT 11	0.139 ACRES	6,045 SQ. FT.
LOT 12	0.138 ACRES	6,074 SQ. FT.
LOT 13	0.140 ACRES	6,120 SQ. FT.
LOT 14	0.142 ACRES	6,196 SQ. FT.
LOT 15	0.143 ACRES	6,219 SQ. FT.
LOT 16	0.165 ACRES	7,189 SQ. FT.
LOT 17	0.181 ACRES	7,880 SQ. FT.
LOT 18	1.524 ACRES	66,390 SQ. FT.
LOT 19	0.271 ACRES	11,809 SQ. FT.
LOT 20	0.242 ACRES	10,542 SQ. FT.
LOT 21	0.246 ACRES	10,716 SQ. FT.
LOT 22	0.232 ACRES	10,121 SQ. FT.
LOT 23	0.241 ACRES	10,488 SQ. FT.
LOT 24	0.233 ACRES	10,184 SQ. FT.
LOT 25	0.211 ACRES	9,211 SQ. FT.
LOT 26	0.211 ACRES	9,211 SQ. FT.
LOT 27	0.211 ACRES	9,211 SQ. FT.
LOT 28	0.211 ACRES	9,211 SQ. FT.
LOT 29	0.211 ACRES	9,211 SQ. FT.
LOT 30	0.211 ACRES	9,211 SQ. FT.
LOT 31	0.230 ACRES	10,019 SQ. FT.
LOT 32	0.265 ACRES	11,560 SQ. FT.
LOT 33	0.313 ACRES	13,636 SQ. FT.
LOT 34	0.472 ACRES	20,534 SQ. FT.
LOT 35	16.155 ACRES	703,723 SQ. FT.

BLOCK E:
LOT 1 20.714 ACRES
APPROX. 902,325 SQ. FT.

LOT 2 1.556 ACRES
APPROX. 67,763 SQ. FT.

**SMALLEST RESIDENTIAL LOT
OTHER LOTS (BELOW 5,000 SQ. FT. IN TABLE ARE NON-RESIDENTIAL LOTS

SHEET INDEX



STREET SUMMARY:

STREET NAME	STREET TYPE	ROW	FOC-FOC	CURB TYPE	CLEAR ZONE	DESIGN SPEED (MPH)
BLUFF EDGE LANE	4-LANE COLLECTOR	80'	2-25'/10' MEDIAN	VERTICAL	6.5'	30
BLUFF EDGE LANE	2-LANE COLLECTOR	56'	27'	VERTICAL	5'	30
CRESTHAVEN LANE	LOCAL STREET	50'	29'	VERTICAL	5'	30
RIDGEWAY LANE	LOCAL STREET	50'	29'	VERTICAL	5'	30
FIELDER DRIVE	LOCAL STREET	50'	29'	VERTICAL	5'	30
FALLEN TREE COVE	LOCAL STREET	50'	29'	VERTICAL	5'	30
BENT TREE DRIVE	LOCAL STREET	50'	29'	VERTICAL	5'	30
LEANDER ROAD	MAJOR ARTERIAL	VARIES	90'	RIBBON	30'	45
SOUTHWEST BYPASS	EXPRESSWAY	VARIES	164'	RIBBON	30'	75

ACREAGE: 88.550 ACRES

TOTAL NUMBER OF BLOCKS: 5

TOTAL NUMBER OF LOTS: 114

RESIDENTIAL: 105
PROPOSED MULTI-FAMILY: 1
FUTURE PARKLAND: 1
BLUFFVIEW NATURAL AREA: 1
OPEN SPACE/LANDSCAPE/ACCESS: 6

IMPERVIOUS COVER (IC) TABLE:

RS ZONING DIST. AREA	IC AREA
RESIDENTIAL LOTS*	11.0 ACRES (*ASSUMES MAX IC OF 55% PER LOT)
ROW & SIDEWALK	5.5 ACRES
OPEN SPACE	0.0 ACRES
TOTAL RS IC: 16.5 ACRES	

TOTAL RS IC	TOTAL RS AREA	PROPOSED RS IC	ALLOWED RS IC
16.5 ACRES	46.28 ACRES	35.6%	45.0%

OWNERS:

LAWY 2243, LTD.
1221 S MOPAC EXPWY STE 200
AUSTIN, TX 78746

KL LB BUY 4 LLC
6900 E CAMELBACK RD, STE 809
SCOTTSDALE, AZ 85251

ENGINEERING BY:

LJA ENGINEERING
T.W. HOYSA, P.E.
2700 LA FRONTERA BOULEVARD
ROUND ROCK, TEXAS 78681
512-787-7300
TBPELS FIRM NO. F-1386

SURVEYING BY:

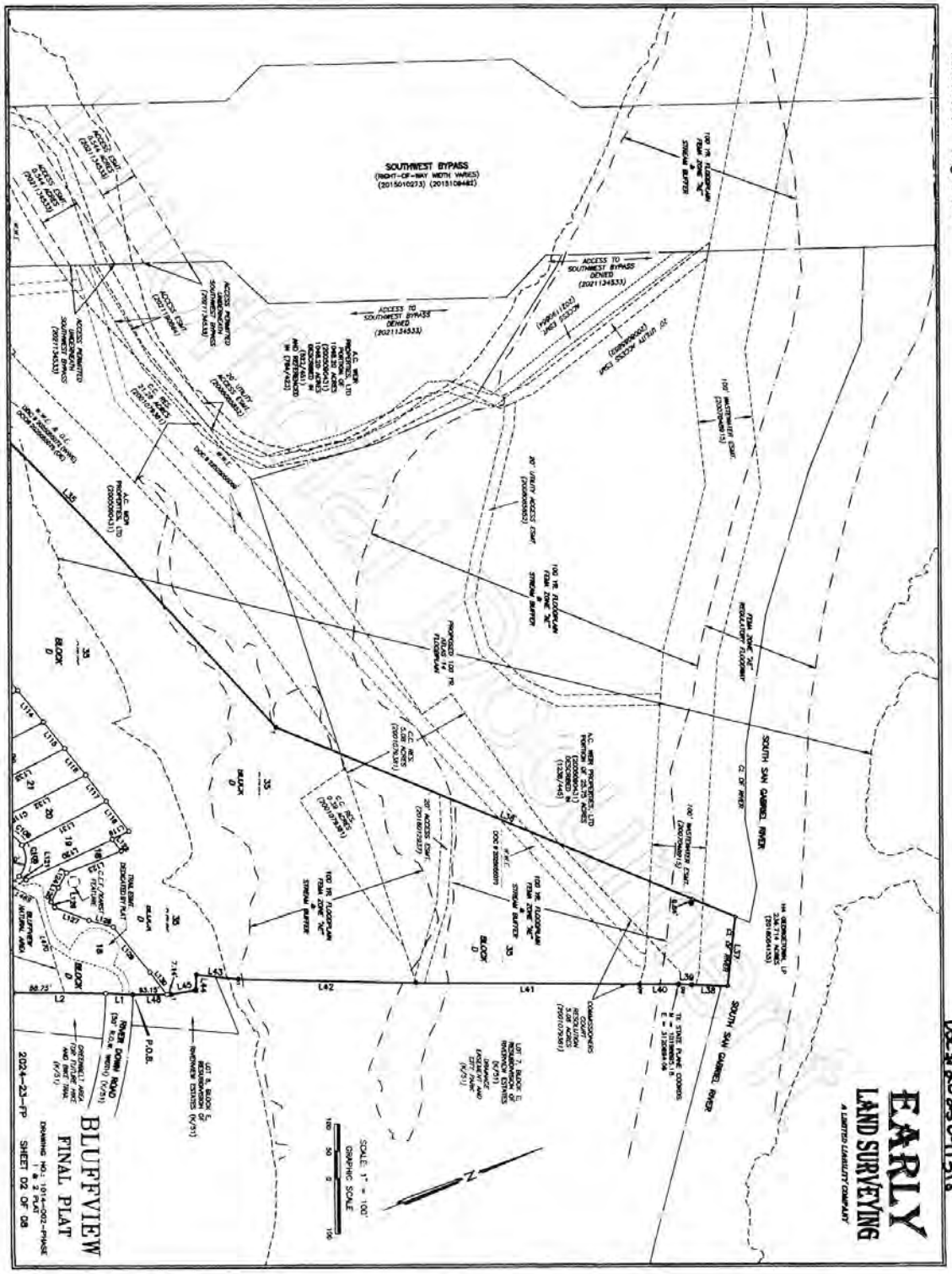
EARLY LAND SURVEYING, LLC
CONTACT: JOE BOB EARLY, JR., RPLS
P O BOX 92598
AUSTIN, TX 78709
512-202-8631

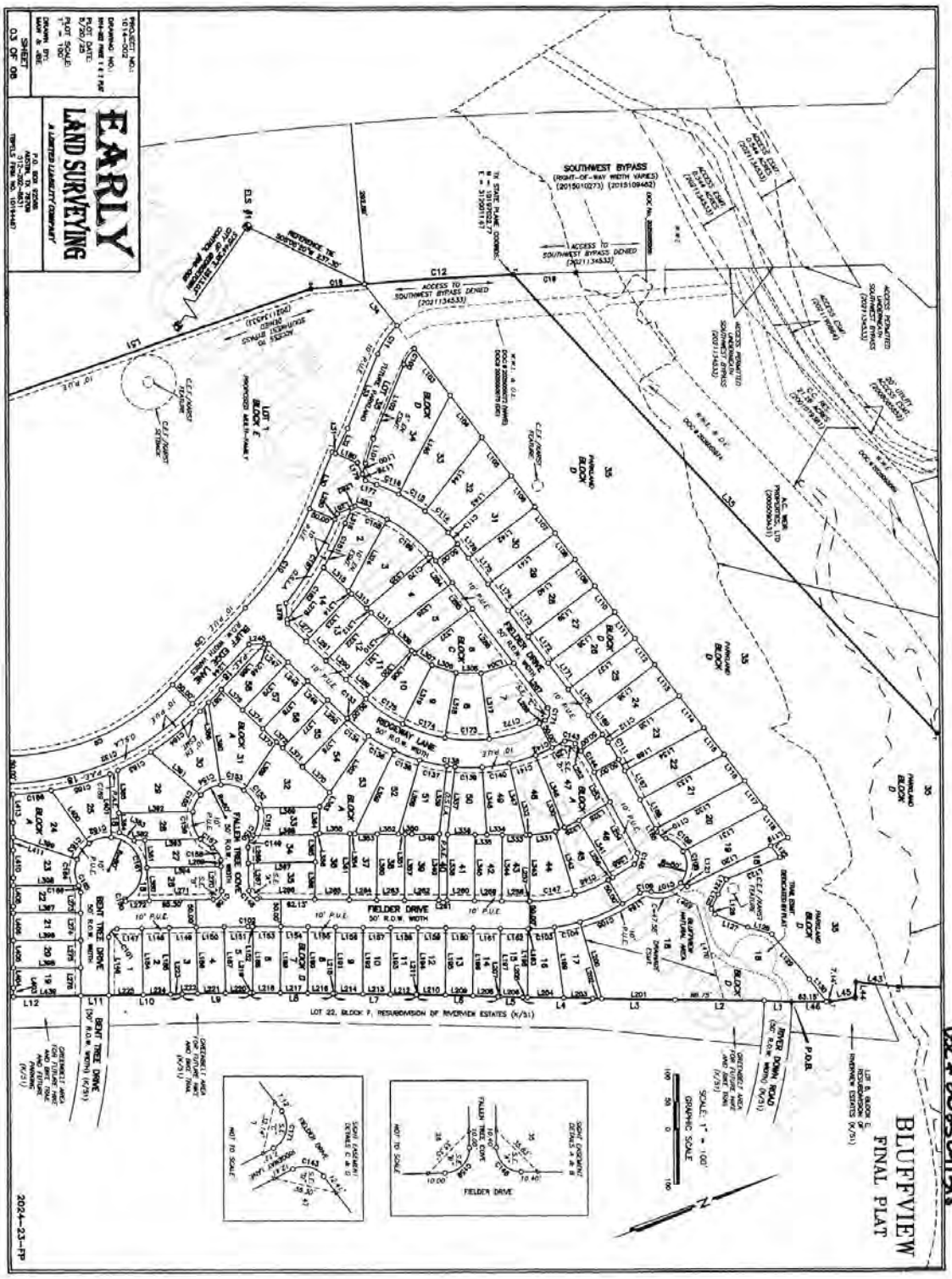
DATE OF SUBMITTAL: MAY 20, 2024

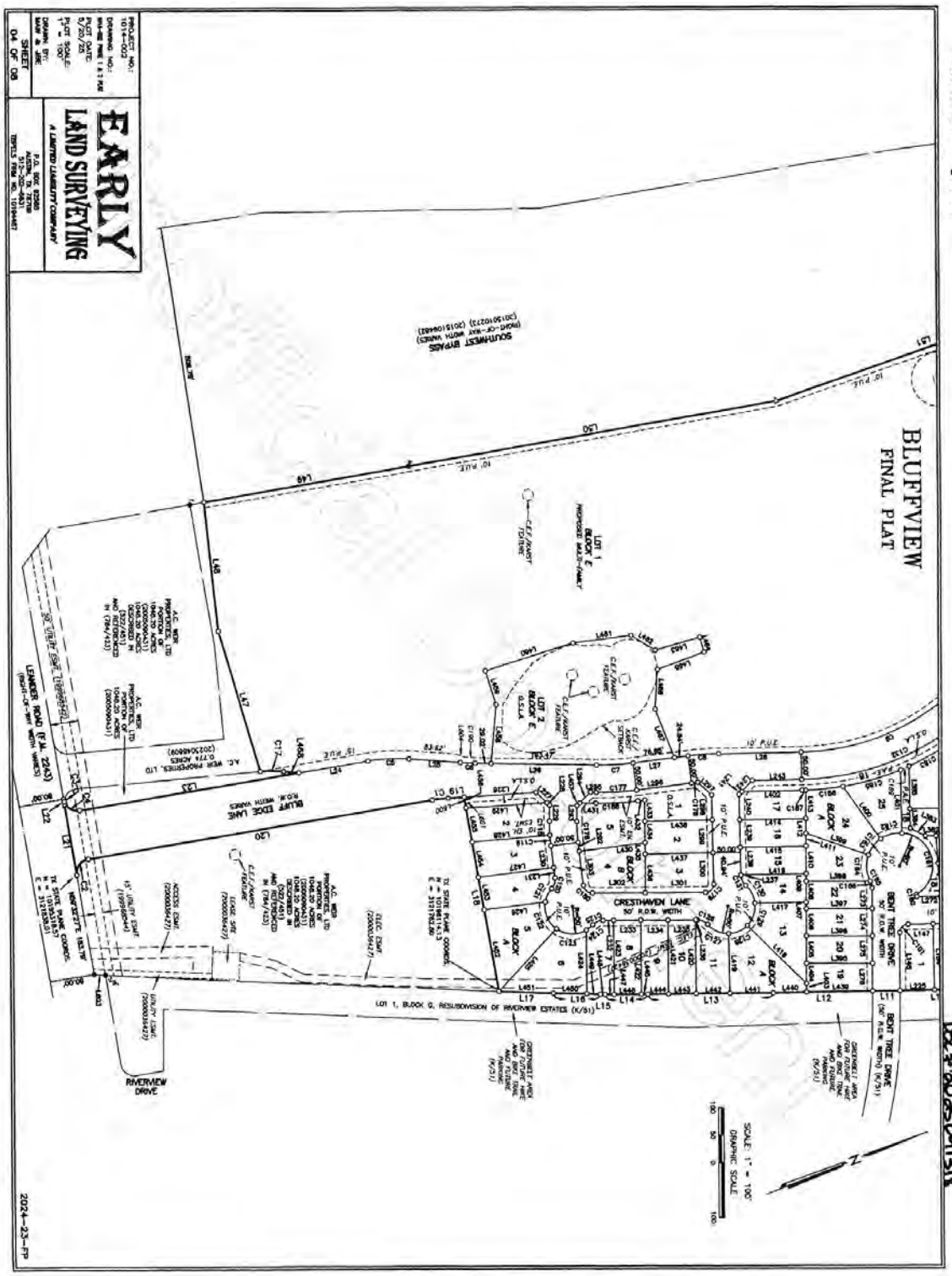
2024-23-FP

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92598
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194457

PROJECT NO.: 1014-002
DRAWING NO.: HH-02 PHSE 1 & 2 PLAT
PLOT DATE: 5/20/25
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JBE
SHEET 01 OF 08

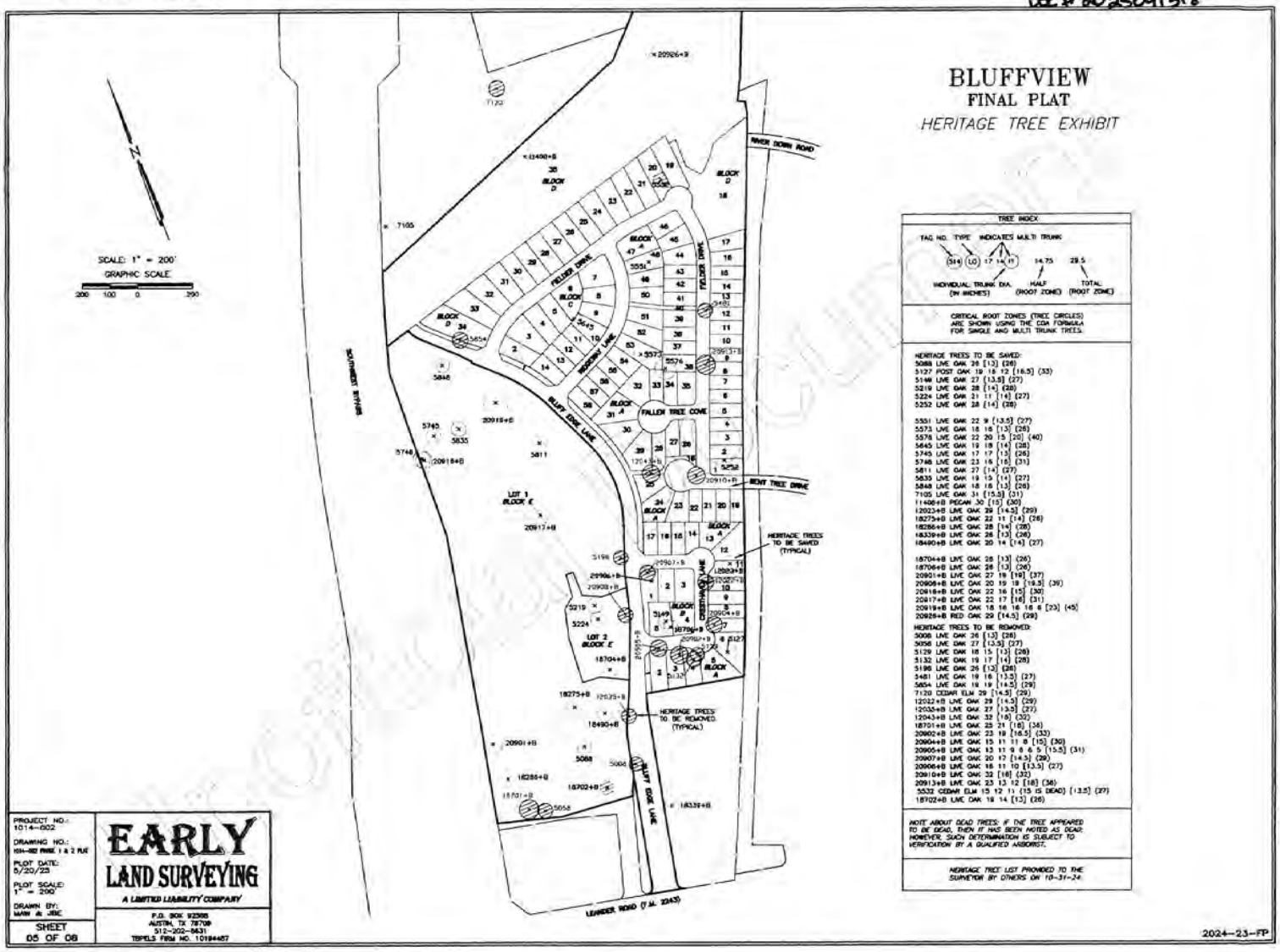

2025091318 Page 3 of 9
Doc #2025091318
EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY
SOUTHWEST BYPASS
(RIGHT-OF-WAY WIDTH VARIES)
(2015010273) (2015109481)
ACCESS TO SOUTHWEST BYPASS DENIED (20211134533)
SOUTH SAN GABRIEL RIVER
BLUFFVIEW
FINAL PLAT
SCALE: 1" = 100'
GRAPHIC SCALE
P.O.B.
BLOCK D


BLUFFVIEW
FINAL PLAT
EARLY
LAND SURVEYING
SOUTHWEST BYPASS
FIELDER DRIVE
RIDGEWAY LANE
FALLEN TREE COVE
BENT TREE DRIVE
RIVER DOWN ROAD
LOT 22, BLOCK F, RESUBDIVISION OF RIVERVIEW ESTATES (K/31)
2025091318 Page 4 of 9
2024-23-FP


202509131B Page 5 of 9
BLUFFVIEW
FINAL PLAT
EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92369
AUSTIN, TX 78709
(512) 282-5851
TBPLS FIRM NO. 10194467
PROJECT NO: 1014-002
DRAWING NO: 004-006 PHASE 1 & 2 FINAL
PLOT DATE: 5/20/25
PLOT SCALE: 1"=100'
DRAWN BY: MAW & JRC
SHEET 04 OF 08
SOUTHWEST BYPASS
(NORTH-OF-WAY WIDTH VARIES)
(2015010273) (2015109482)
10' PUE
LOT 1
BLOCK E
PROPOSED MULTI-FAMILY
C.E.F./ANCHT FEATURE
LOT 2
BLOCK E
O.S.L.A.
BLUFF RIDGE LANE
N.O.W. WIDTH VARIES
A.C. NEW PROPERTIES, LTD
0.774 ACRES
(2023046609)
A.C. NEW PROPERTIES, LTD
PORTION OF
10.000 ACRES
(2022046511)
(2000060431)
DESCRIBED IN
(2000060427)
AND (784/423)
A.C. NEW PROPERTIES, LTD
PORTION OF
10.000 ACRES
(2000060431)
(2000060427)
LENNDER ROAD (F.M. 2243)
(RIGHT-OF-WAY WIDTH VARIES)
ACCESS EASEMENT
(2000060427)
LEGGE SITE
(2000060427)
C.E.F./ANCHT FEATURE
A.C. NEW PROPERTIES, LTD
PORTION OF
10.000 ACRES
(2000060431)
(2022046511)
DESCRIBED IN
(2000060427)
AND (784/423)
TX STATE PLANE COORDS.
N = 10106114.3
E = 3131762.80
OLEC EASEMENT
(2000060427)
CRESTHAVEN LANE
50' R.O.W. WIDTH
BLOCK A
BLOCK B
BLOCK C
BLOCK D
BLOCK E
BLOCK F
BLOCK G
BLOCK H
BLOCK I
BLOCK J
BLOCK K
BLOCK L
BLOCK M
BLOCK N
BLOCK O
BLOCK P
BLOCK Q
BLOCK R
BLOCK S
BLOCK T
BLOCK U
BLOCK V
BLOCK W
BLOCK X
BLOCK Y
BLOCK Z
BENT TREE DRIVE
50' R.O.W. WIDTH
BENT TREE DRIVE
(50' R.O.W. WIDTH) (K/51)
GREENBELT AREA
(DRAINAGE EASEMENT ONLY FOR ONE AND FUTURE HOMES) (K/51)
LOT 1, BLOCK G, RESUBDIVISION OF RIVERVIEW ESTATES (K/51)
GREENBELT AREA
(DRAINAGE EASEMENT ONLY FOR FUTURE HOMES AND BRC TRAIL AND FUTURE DRAINAGE) (K/51)
RIVERVIEW DRIVE
SCALE: 1" = 100'
GRAPHIC SCALE
100 50 0 100
N
DOC#202509131B
2024-23-FP

Doc # 2025091318

BLUFFVIEW
FINAL PLAT
HERITAGE TREE EXHIBIT



TREE INDEX

TAG NO. TYPE INDICATES MULTI TRUNK

(514) (LO) 17 14 (11) 14.75 29.5

INDIVIDUAL TRUNK DIA. (IN INCHES) — HALF (ROOT ZONE) — TOTAL (ROOT ZONE)

CRITICAL ROOT ZONES (TREE CIRCLES) ARE SHOWN USING THE COA FORMULA FOR SINGLE AND MULTI TRUNK TREES.

HERITAGE TREES TO BE SAVED:
5088 LIVE OAK 26 [13] (26)
5127 POST OAK 18 15 12 [16.5] (33)
5146 LIVE OAK 27 [13.5] (27)
5219 LIVE OAK 28 [14] (28)
5224 LIVE OAK 31 11 [14] (27)
5252 LIVE OAK 28 [14] (28)

5551 LIVE OAK 22 9 [13.5] (27)
5573 LIVE OAK 18 18 [13] (26)
5576 LIVE OAK 22 20 15 [20] (40)
5645 LIVE OAK 19 19 [14] (28)
5745 LIVE OAK 17 17 [13] (26)
5746 LIVE OAK 23 16 [16] (31)
5811 LIVE OAK 27 [14] (27)
5835 LIVE OAK 19 15 [14] (27)
5848 LIVE OAK 18 18 [13] (26)
7105 LIVE OAK 31 [15.5] (31)
11406+8 PECAN 30 [15] (30)
12023+8 LIVE OAK 29 [14.5] (29)
18275+8 LIVE OAK 22 11 [14] (26)
18286+8 LIVE OAK 28 [14] (28)
18339+8 LIVE OAK 26 [13] (26)
18490+8 LIVE OAK 20 14 [14] (27)

18704+8 LIVE OAK 26 [13] (26)
18706+8 LIVE OAK 26 [13] (26)
20901+8 LIVE OAK 27 19 [19] (37)
20906+8 LIVE OAK 20 19 19 [19.5] (39)
20916+8 LIVE OAK 22 16 [15] (30)
20917+8 LIVE OAK 22 17 [16] (31)
20919+8 LIVE OAK 18 16 16 16 8 [23] (45)
20926+8 RED OAK 29 [14.5] (29)

HERITAGE TREES TO BE REMOVED:
5008 LIVE OAK 26 [13] (26)
5056 LIVE OAK 27 [13.5] (27)
5129 LIVE OAK 18 15 [13] (26)
5132 LIVE OAK 19 17 [14] (28)
5196 LIVE OAK 26 [13] (26)
5461 LIVE OAK 19 16 [13.5] (27)
5654 LIVE OAK 19 19 [14.5] (29)
7120 CEDAR ELM 29 [14.5] (29)
12032+8 LIVE OAK 29 [14.5] (29)
12035+8 LIVE OAK 27 [13.5] (27)
12043+8 LIVE OAK 32 [16] (32)
18701+8 LIVE OAK 25 21 [16] (34)
20902+8 LIVE OAK 23 18 [16.5] (33)
20904+8 LIVE OAK 15 11 11 8 [15] (30)
20905+8 LIVE OAK 13 11 9 8 6 5 [13.5] (31)
20907+8 LIVE OAK 20 17 [14.5] (29)
20906+8 LIVE OAK 16 11 10 [13.5] (27)
20915+8 LIVE OAK 32 [16] (32)
20913+8 LIVE OAK 23 12 12 [18] (36)
5532 CEDAR ELM 15 12 11 (15 IS DEAD) [13.5] (27)
18702+8 LIVE OAK 18 14 [13] (26)

NOTE ABOUT DEAD TREES: IF THE TREE APPEARED TO BE DEAD, THEN IT HAS BEEN NOTED AS DEAD; HOWEVER, SUCH DETERMINATION IS SUBJECT TO VERIFICATION BY A QUALIFIED ARBORIST.

HERITAGE TREE LIST PROVIDED TO THE SURVEYOR BY OTHERS ON 10-31-24.

PROJECT NO.: 1014-002
DRAWING NO.: 1014-002 PHASE 1 & 2 PUD
PLOT DATE: 5/20/23
PLOT SCALE: 1" = 200'
DRAWN BY: MAW & JRC
SHEET 05 OF 08

EARLY LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92305
AUSTIN, TX 78709
512-202-8431
TBPELS FIRM NO. 10184457

2024-23-FP

DOC#2025091318

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S18°15'27"E	49.97'
L2	S20°23'07"E	161.74'
L3	S19°48'07"E	150.06'
L4	S20°04'17"E	127.72'
L5	S19°01'36"E	44.85'
L6	S19°20'20"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	S19°48'50"E	180.94'
L13	S21°31'44"E	228.94'
L14	S21°60'07"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	S56°05'00"W	359.31'
L19	S24°40'44"E	29.42'
L20	S30°28'48"E	637.73'
L21	S59°32'27"W	130.07'
L22	S59°32'27"W	9.83'
L23	N30°28'49"W	406.56'
L24	N30°28'49"W	126.35'
L25	N16°49'53"W	93.81'
L26	N20°00'46"W	222.45'
L27	N28°03'54"W	101.49'
L28	N21°57'42"W	151.06'
L29	N67°12'03"W	193.06'
L30	N68°45'24"W	111.18'
L31	N01°14'36"E	5.99'
L32	N64°45'09"W	50.30'
L33	N68°45'24"W	147.01'
L34	S31°49'39"W	96.11'
L35	N28°29'53"E	1134.99'
L36	N01°28'00"E	911.03'
L37	N79°35'37"E	127.88'
L38	S18°33'43"E	85.93'
L39	S18°50'40"E	24.47'
L40	S20°42'13"E	71.81'
L41	S20°35'36"E	411.42'
L42	S19°33'44"E	325.99'
L43	S14°40'14"E	77.23'
L44	N77°02'33"E	28.27'
L45	S30°30'37"E	46.31'
L46	S20°59'37"E	70.29'
L47	S52°23'43"W	267.04'
L48	S62°37'56"W	238.70'
L49	N30°40'31"W	380.08'
L50	N30°54'42"W	684.43'
L51	N40°22'43"W	629.23'
L100	S82°56'43"W	20.13'
L101	S87°14'20"W	47.34'
L102	N68°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	168.92'
L121	S08°15'18"W	13.55'
L122	N31°49'39"E	26.84'
L123	S42°32'33"E	105.39'
L124	S83°22'43"E	31.07'
L125	S84°32'21"E	26.71'
L126	N36°37'20"E	11.78'
L127	N00°44'32"E	64.40'
L128	N05°07'54"W	45.63'
L129	N29°42'08"E	108.40'
L130	N31°44'05"E	51.52'
L131	S49°10'51"E	168.49'
L132	S49°10'51"E	183.55'
L133	S49°10'51"E	173.64'
L134	S49°10'51"E	163.73'
L135	S53°37'00"E	154.43'
L136	S56°10'21"E	153.52'
L137	S56°10'21"E	153.52'
L138	S56°10'21"E	153.52'
L139	S56°10'21"E	153.52'
L140	S56°10'21"E	153.52'
L141	S56°10'21"E	153.52'
L142	S56°10'21"E	153.52'
L143	S62°53'55"E	155.15'
L144	S73°01'22"E	170.05'
L145	S83°06'48"E	202.87'
L146	S89°00'28"W	105.68'
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	43.54'
L152	N20°23'23"W	1.93'
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	2.92'
L164	N51°42'03"W	37.42'
L165	S41°13'00"W	5.81'
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	31.99'
L177	S00°46'25"E	21.79'
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	N68°45'24"W	146.84'
L183	S31°49'39"W	37.31'
L184	S88°02'52"W	120.44'
L185	S88°02'52"W	120.46'
L186	S88°02'52"W	120.46'
L187	S88°02'52"W	120.46'
L188	S88°36'37"W	120.45'
L189	S88°36'37"W	120.45'
L190	S88°36'37"W	120.45'
L191	S88°36'37"W	120.46'
L192	S88°36'37"W	120.64'
L193	S88°36'37"W	120.81'
L194	S88°36'37"W	121.02'
L195	S88°36'37"W	121.94'
L196	S88°36'37"W	122.88'
L197	S88°36'37"W	123.79'
L198	S88°36'37"W	124.82'
L199	S81°40'06"W	129.54'
L200	S83°14'06"W	144.70'
L201	S19°48'07"E	133.41'
L202	S19°48'07"E	16.65'
L203	S20°04'17"E	82.97'
L204	S20°04'17"E	85.72'
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	46.34'
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	47.38'
L213	S20°11'22"E	50.00'
L214	S20°11'22"E	50.00'
L215	S20°11'22"E	3.83'
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°39'15"E	27.20'
L228	N22°39'15"E	6.89'
L229	N88°59'14"E	28.99'
L230	N61°59'13"E	39.70'
L231	N61°59'13"E	15.89'
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	N87°12'03"W	150.02'
L245	N22°15'49"W	26.32'
L246	N22°15'49"W	7.08'
L247	N22°40'25"E	48.89'
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	17.83'
L253	N41°13'00"E	61.17'
L254	N41°13'00"E	105.90'
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°02'32"W	49.87'
L268	S68°02'32"W	29.15'
L269	N68°02'52"E	10.96'
L270	N68°02'52"E	45.00'
L271	S21°57'08"E	117.06'
L272	S21°57'08"E	43.13'
L273	N69°05'28"E	37.32'
L274	N69°05'28"E	50.00'
L275	N69°05'28"E	50.00'
L276	N69°05'28"E	50.45'
L277	S22°40'25"W	47.59'
L278	S63°31'14"W	7.35'
L279	S63°31'14"W	29.31'
L280	N88°45'24"W	10.16'
L281	N44°45'55"W	28.05'
L282	N44°45'55"W	7.18'
L283	N00°46'25"W	23.55'
L284	N31°49'39"E	50.22'
L285	N31°49'39"E	80.00'
L286	N31°49'39"E	123.81'
L287	N31°49'39"E	102.42'
L288	S48°10'21"E	11.86'
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	S89°59'14"W	28.54'
L294	N85°00'46"W	28.28'
L295	N20°00'46"W	10.45'
L296	N35°03'54"W	101.49'
L297	N21°03'24"E	34.16'
L298	N68°03'07"E	45.61'
L299	N68°03'07"E	80.00'
L300	N68°03'07"E	56.78'
L301	S21°00'47"E	109.77'
L302	S21°00'47"E	96.82'
L303	S81°59'13"W	82.61'
L304	S38°08'25"E	62.79'
L305	S19°39'05"E	45.59'
L306	S02°43'40"E	45.64'
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	7.38'
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	S82°31'22"E	148.11'
L325	S81°34'17"E	151.93'
L326	S58°10'21"E	142.87'
L327	S58°10'21"E	132.08'
L328	S51°42'03"E	88.28'
L329	S48°01'09"E	29.82'
L330	S48°01'09"E	17.72'
L331	S28°49'29"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	119.82'
L339	N75°28'25"E	124.78'
L340	N69°36'37"E	120.38'
L341	N38°17'57"E	120.00'
L342	N50°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	N58°30'15"E	133.92'
L348	N65°19'40"E	123.21'
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	S38°42'58"E	7.90'
L357	N69°36'37"E	120.00'
L358	N85°37'09"E	140.00'
L359	S85°33'26"E	167.50'
L360	N69°36'37"E	120.00'
L361	N69°36'37"E	120.00'
L362	S76°13'16"E	125.42'
L363	S76°13'16"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	121.61'
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	15.88'
L373	S22°40'25"W	34.34'
L374	S22°40'25"W	50.00'
L375	S22°40'25"W	53.93'
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	80.09'
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	N80°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	135.28'
L395	S20°54'34"E	120.00'
L396	S20°54'34"E	120.00'
L397	S20°54'34"E	120.00'
L398	S20°54'34"E	120.00'
L399	S01°34'47"E	120.18'
L400	S33°50'18"W	117.35'
L401	S68°02'52"W	115.50'
L402	S21°57'42"E	111.12'
L403	S89°05'28"W	15.45'
L404	S89°05'28"W	36.88'
L405	S89°05'28"W	50.00'
L406	S89°05'28"W	50.00'
L407	S89°05'28"W	11.65'
L408	S89°05'28"W	38.35'
L409	S89°05'28"W	13.86'
L410	S89°05'28"W	50.01'
L411	S89°05'28"W	23.28'
L412	S89°05'28"W	26.72'
L413	S89°05'28"W	51.56'
L414	S21°57'42"E	122.10'
L415	S21°57'42"E	121.19'
L416	S21°57'42"E	120.29'
L417	S21°57'42"E	94.55'
L418	N23°31'10"E	151.95'
L419	S68°03'07"W	108.70'
L420	S86°59'13"W	134.23'
L421	S68°59'13"W	134.88'
L422	S68°59'13"W	135.02'
L423	S68°59'13"W	135.01'
L424	S68°59'13"W	116.09'
L425	N88°00'31"W	155.58'
L426	S28°00'47"E	113.26'
L427	S28°00'47"E	136.07'
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	39.45'
L432	N28°03'54"W	12.83'
L433	N88°59'13"E	38.50'
L434	N88°59'13"E	39.39'
L435	N88°59'13"E	20.62'
L436	N88°59'13"E	20.00'
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	80.93'
L441	S21°31'44"E	80.45'
L442	S21°31'44"E	61.45'
L443	S21°31'44"E	50.00'
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	S59°05'00"W	151.49'
L453	S59°05'00"W	80.05'
L454	S59°05'00"W	64.80'
L455	S59°05'00"W	50.00'
L456	S59°05'00"W	20.12'
L457	N85°00'46"W	7.07'
L458	S74°13'58"W	107.86'
L459	S51°34'15"W	84.55'
L460	N39°05'46"W	168.24'
L461	N08°22'22"W	107.41'
L462	N10°20'26"E	52.38'
L463	N36°50'47"W	84.40'
L464	N53°09'13"E	27.98'
L465	S41°24'46"E	90.65'
L466	N72°43'49"E	72.64'
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"	29.18'	S27°34'47"E	29.15'
C2	25.00'	89°56'44"	39.26'	S75°28'11"E	35.35'
C3	25.00'	11°25'22"	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"	74.88'	N23°39'21"W	74.50'
C6	500.00'	3°10'53"	27.76'	N18°25'20"W	27.76'
C7	475.00'	8°03'08"	66.76'	N24°02'20"W	66.70'
C8	525.00'	6°06'12"	55.92'	N25°00'48"W	55.90'
C9	420.00'	45°14'21"	331.62'	N44°34'53"W	323.07'
C10	575.00'	21°33'21"	216.33'	N77°58'44"W	215.05'
C11	147.72'	24°04'32"	62.07'	N76°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'	N28°01'43"W	97.75'
C16	6870.00'	0°57'22"	114.63'	S22°52'50"E	114.62'
C17	287.50'	8°04'48"	42.39'	S20°17'36"E	42.35'
C100	84.50'	23°49'46"	35.14'	N76°50'31"W	34.89'
C101	15.00'	88°57'26"	23.29'	N66°25'51"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°21'36"W	45.01'
C104	325.00'	8°28'00"	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'	67°56'54"	59.30'	N37°29'07"W	55.88'
C108	50.00'	69°15'26"	60.44'	S73°54'43"W	56.83'
C109	50.00'	46°15'22"	40.37'	S16°09'19"W	39.28'
C110	25.00'	48°11'22"	21.03'	S17°07'19"W	20.41'
C111	325.00'	6°26'29"	36.54'	S37°59'46"W	36.52'
C112	325.00'	2°56'53"	16.72'	S33°18'05"W	16.72'
C113	325.00'	4°43'34"	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'	N76°30'05"W	42.24'
C118	325.00'	4°33'03"	25.81'	N67°42'42"E	25.81'
C119	325.00'	3°26'58"	19.57'	N63°42'42"E	19.56'
C120	25.00'	48°11'23"	21.03'	N88°04'54"E	20.41'
C121	50.00'	32°08'53"	27.04'	S85°18'51"E	26.71'
C122	50.00'	64°06'42"	55.95'	N47°08'22"E	53.07'
C123	50.00'	65°40'13"	58.18'	N18°15'05"W	54.95'
C124	50.00'	17°36'58"	15.37'	N80°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	37.89'
C129	50.00'	50°38'30"	44.19'	S86°11'55"W	42.77'
C130	50.00'	43°00'56"	37.54'	S41°22'12"W	36.66'
C131	25.00'	48°11'23"	21.03'	S43°57'26"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°08'39"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'	N06°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'	80°00'00"	20.94'	N08°10'21"W	19.28'
C144	275.00'	9°33'22"	45.07'	N38°31'20"E	45.02'
C145	15.00'	88°04'20"	23.06'	N85°15'54"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'	86°26'15"	23.15'	S23°49'44"W	20.92'

BLUFFVIEW
FINAL PLAT

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92586
AUSTIN, TX 78709
512-202-8631
TBPELS Firm NO. 10194487

PROJECT NO.: 1614-002
DRAWING NO.: 1614-002 PAGE 1 & 2 PLAT
PLOT DATE: 5/20/25
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JBE
SHEET 06 OF 08

2024-23-FP

DOC #2025091318

METES AND BOUNDS DESCRIPTION:

A DESCRIPTION OF 66.580 ACRES (APPROXIMATELY 2,898,943 SQ. FT.) IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 65.080 ACRE TRACT CONVEYED TO LANY 2243, LTD IN A SPECIAL WARRANTY DEED EFFECTIVE MARCH 29, 2013 AND RECORDED IN DOCUMENT NO. 2013032362, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PORTION OF A 30.197 ACRE TRACT CONVEYED TO KL LB BUY 4 LLC, IN A SPECIAL WARRANTY DEED EXECUTED OCTOBER 17, 2024 AND RECORDED IN DOCUMENT NO. 2024062262 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 66.580 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 31 of the Plat Records of Williamson County, Texas, being in the northwest line of the said 30.197 acre tract, being also the southwest corner of Lot 6, Block E, of said Resubdivision of Riverview Estates;

THENCE South 18°15'23" East, with the southwest termination of River Down Road, and the northeast line of the said 30.197 acre tract, a distance of 46.97 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 northwest 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 20°04'17" East, a distance of 127.72 feet to a 1/2" rebar with "Early Boundary" cap to be set;
4. South 19°01'36" 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 144.00 feet to a 1/2" rebar with "Early Boundary" cap to be set;
6. South 20°11'22" East, a distance of 130.89 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°58'08" 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°07'54" 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°00'07" East, a distance of 78.21 feet to a 1/2" rebar with "Early Boundary" cap to be set;
4. South 18°36'47" East, a distance of 8.80 feet to a 1/2" rebar with "Early Boundary" cap to be set;
5. South 18°52'38" East, a distance of 83.88 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 50°05'00" 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 532, Page 451 of the Deed Records of Williamson County, Texas, a distance of 339.31 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 28.42 feet to a 1/2" rebar with "Early Boundary" cap to be set;
2. With a curve to the left, having a radius of 255.00 feet, a delta angle of 05°46'05", an arc length of 29.18 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°28'46" East, a distance of 637.73 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 89°56'44", an arc length of 39.28 feet, and a chord which bears South 75°28'11" East, a distance of 35.35 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 130.07 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 9.93 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. 2023040609 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°46'46" 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 southeast 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°02'25", an arc length of 29.25 feet, and a chord which bears North 14°35'52" 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°33'29", 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°28'49" West, a distance of 408.56 feet to a 1/2" rebar with "Early Boundary" cap to be set;

THENCE with a northeast line of the said 65.080 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 28.04 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 42.35 feet, and a chord which bears South 20°17'38" East, a distance of 42.30 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 northwest line of the said 0.774 acre tract, and crossing the said 65.080 acre tract, the following two (2) courses and distances:
1. South 52°33'43" West, a distance of 267.94 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 65.080 acre tract, being also the westernmost corner of the said 0.774 acre tract;

THENCE With the northwest right-of-way line of Southwest Bypass, and the southwest line of the said 65.080 acre tract, the following five (5) courses and distances:
1. North 30°40'31" West, a distance of 380.68 feet to a 1/2" rebar with "Diamond Surveying" cap found;
2. North 30°54'42" West, a distance of 884.43 feet to a mag nail with "Early Boundary" washer set;
3. North 40°22'43" West, a distance of 629.23 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 28°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 westernmost corner of the said 65.080 acre tract, from which a 1/2" rebar found at 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 02°37'22", an arc length of 314.83 feet, and a chord which bears North 22°52'50" West, a distance of 314.82 feet;

THENCE with the northwest line of the said 65.080 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 1336, 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 1154.99 feet to a 1/2" rebar with "Terra Firma" cap found;
2. North 01°28'09" East, passing a cotton spindle found at a distance of 828.43 feet and 0.84 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 65.080 acre tract, being also in the south line of a 236.714 acre tract described in Document No. 2018054155 of the Official Public Records of Williamson County, Texas;

THENCE North 75°35'27" East, with the centerline of the South San Gabriel River, the north line of the said 65.080 acre tract and the south line of the said 236.714 acre tract, a distance of 127.88 feet to a calculated point for the northernmost corner of the said 65.080 acre tract;

THENCE with the northeast line of the said 65.080 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 65.93 feet to a 1/2" rebar found;
2. South 18°36'40" East, a distance of 24.47 feet to a 1/2" rebar with "Dean Woodley RPLS 5066" cap found;
3. South 20°42'13" East, a distance of 71.61 feet to a 1/2" rebar with "Dean Woodley RPLS 5066" cap found;
4. South 20°35'36" East, a distance of 411.42 feet to a 1/2" rebar found;
5. South 19°33'44" East, a distance of 325.99 feet to a 1/2" rebar with "Terra Firma" cap found;
6. South 14°40'14" East, a distance of 77.33 feet to a 1/2" rebar found;
7. North 72°02'33" East, a distance of 28.27 feet to a cotton spindle found;
8. South 30°30'51" East, a distance of 48.31 feet to a 1/2" rebar with "Terra Firma" cap found;

South 20°59'37" East, a distance of 70.29 feet to the POINT OF BEGINNING, containing 66.580 acres of land, more or less.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C149	25.00'	40°07'09"	17.51'	S88°08'26"W	17.15'
C150	60.00'	5°41'32"	5.96'	N74°40'46"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	43.28'
C154	60.00'	39°32'59"	41.42'	S46°51'06"E	40.60'
C155	60.00'	32°12'06"	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'	63°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'	S53°35'35"W	3.87'
C161	60.00'	145°40'46"	152.56'	S56°17'54"W	114.66'
C162	60.00'	39°37'11"	41.49'	S36°21'06"E	40.67'
C163	60.00'	35°25'06"	37.09'	S73°52'14"E	36.50'
C164	60.00'	46°25'06"	48.61'	N85°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°48'39"E	22.98'
C172	275.00'	20°03'53"	96.30'	S38°08'25"E	95.81'
C173	275.00'	16°54'47"	81.18'	S19°39'05"E	80.88'
C174	275.00'	16°56'03"	81.28'	S02°43'40"E	80.98'
C175	275.00'	16°56'03"	81.28'	S14°12'24"W	80.98'
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°58'08"	23.81'	S86°28'50"E	21.39'
C180	15.00'	91°21'13"	23.92'	S18°20'47"W	21.46'
C181	545.00'	7°55'50"	89.28'	S84°47'30"E	89.21'
C182	545.00'	10°20'19"	118.39'	S75°39'25"E	118.23'
C183	490.00'	8°02'32"	68.78'	N49°26'18"W	68.72'
C184	490.00'	13°44'29"	117.52'	N60°19'48"W	117.24'
C185	490.00'	12°47'51"	109.40'	S37°07'21"E	109.17'
C186	490.00'	7°57'24"	68.05'	S26°44'54"E	67.99'
C187	490.00'	0°48'30"	6.91'	S22°21'57"E	6.91'
C188	545.00'	8°01'59"	76.41'	N24°01'45"W	76.35'
C189	490.00'	1°53'58"	16.24'	N44°26'05"W	16.24'
C190	490.00'	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 92588
AUSTIN, TX 78709
512-202-5631
TBPELS FIRM NO. 10194467

PROJECT NO.: 1014-002
DRAWING NO.: 1014-002 PAGE 1 & 2 PLAT
PLOT DATE: 5/20/25
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JBE
SHEET 07 OF 08

DOC#2025091318

BLUFFVIEW
FINAL PLAT

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, JEREMY L. SMITHEAL AUTHORIZED AGENT OF LAMY 2243, LTD., OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORD IN DOCUMENT NO. 2013028282 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 KL LB BUY 4, LLC., OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORD IN DOCUMENT NO. 2022032885 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 200
AUSTIN, TX 78746

BY: BLUFFVIEW 2021 GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER

BY: Jeremy L. Smitheal
JEREMY L. SMITHEAL MANAGER

KL LB BUY 4 LLC, A DELAWARE LIMITED LIABILITY COMPANY
6900 E CAMELBACK RD, STE 300
SCOTTSDALE AZ 85251

BY: [signature]
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. SMITHEAL, MANAGER OF BLUFFVIEW 2021 GP, LLC. ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 6808733
MY COMMISSION EXPIRES 04-21-2029
COUNTY OF TRAVIS
THE STATE OF TEXAS

Angela R Chvez
My Commission Expires
4/21/2029
Notary ID 6808733

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 KL LB BUY 4 LLC, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 625411
MY COMMISSION EXPIRES: 04-08-26
COUNTY OF Maricopa
THE STATE OF Arizona

JULIE GILLETT
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 625411
Expires April 08, 2026

BY: Edwar Garcia
L. GARCIA-WILSON, 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

GARCIA-WILSON, PLANNING DIRECTOR — DATE 11/17/25

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 13.44, 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 11/17/2025
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 FIRM 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. 2023038101, 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 DRZ.
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 2023-29.
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 WATER 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 16, BLOCK D IS DESIGNATED AS THE BLUFFVIEW NATURAL AREA (BNA) LOT AND HEREBY DEDICATED TO THE PUBLIC IN ACCORDANCE WITH PUD ORDINANCE 2023-29 AND PER THE DEVELOPMENT AGREEMENT NO. 2023038101. 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 2023-29

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 HEREIN, 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

STATE OF TEXAS — T. W. HOYSA — 100072 — 11/17/2025

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. 6018
EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
MAIN: 512-202-8631

STATE OF TEXAS — JOE BEN EARLY, JR. — 6018 — REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS |
COUNTY OF WILLIAMSON | KNOW ALL MEN BY THESE PRESENTS

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 19th DAY OF November 2025 A.D., AT 11:00 O'CLOCK, A.M., AND DULY RECORDED THIS THE 19th DAY OF November 2025 A.D., AT 11:01 O'CLOCK, A.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: [signature] Deputy

COUNTY COURT — WILLIAMSON COUNTY, TEXAS

2024-23-FP

EARLY LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194467

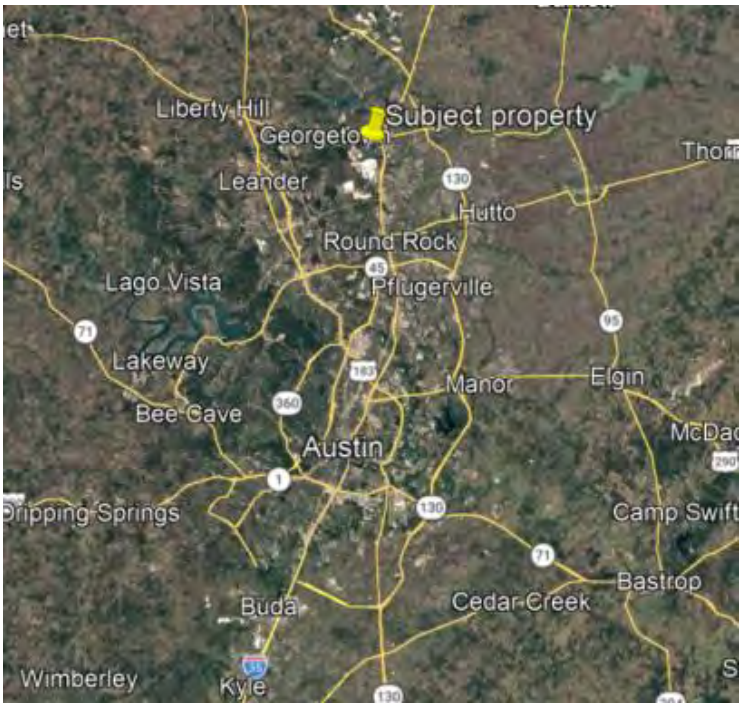
PROJECT NO.: 8014-002
DRAWING NO.: 101-102 PAGE 1 & 2 PLAT
PLOT DATE: 5/20/25
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JBE
SHEET 08 OF 08

FLOOD PLAIN MAP

CAUTION: The location of flood hazard areas shown on this map are approximate only. Flood hazard boundaries may change from time to time. A property in the general vicinity of a flood hazard area should be evaluated by a civil engineer or other appropriate specialist prior to purchase or investment.

AERIAL PHOTOS

Micro Aerial



Macro Aerial

SUBJECT PROPERTY PHOTOGRAPHS

HIGHEST AND BEST USE

The **"Highest and Best Use"** is defined as:

> The reasonably probable use of property, that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. (The Dictionary of Real Estate Appraisal, Seventh Edition, 2022, pages 88-89, Appraisal Institute).
>
> **Highest and Best Use of Land or a Site As Though Vacant:** Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements. (The Dictionary of Real Estate Appraisal, Fifth Edition, 2010, page 93, Appraisal Institute).
>
> **Highest and Best Use of Property As Improved**: The use that should be made of a property as it exists. A near-complete property should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the near-complete building and constructing a new one. (The Dictionary of Real Estate Appraisal, Fifth Edition, 2010, page 94, Appraisal Institute).

The definition immediately above applies specifically to the highest and best use of land. In cases where a site has near-complete improvements, the highest and best use may be different from the near-complete use. The near-complete use will continue, however, unless or until land value in its highest and best use exceeds the total value of the property in its near-complete use.

Contribution of that specific use to community environment or to community development goals is implied within these definitions, in addition to wealth maximization. Also implied is that determination of the highest and best use is formulation of an opinion, not a fact, resulting from the appraiser's judgment and analysis. In appraisal practice, the concept of highest and best use is the premise on which value is based. In the context of most probable selling price (market value), another appropriate term to reflect highest and best use would be "most probable use." In the current context of investment value, an alternative term would be "most profitable use".

In order to reasonably determine the highest and best use of the subject finished lots, the legally permissible uses, physically possible uses, financially feasible uses and the maximally productive use are considered.

LEGALLY PERMISSIBLE

Zoning/Restrictions: Zoning regulations, deed restrictions, adverse easements, historical districts, building codes, and environmental regulations often limit the potential uses of a property. The subject proposed lots are zoned PUD (Planned Unit Development) by the City of Georgetown, and are considered a legal conforming use. The subject is assumed to be deed restricted, and we are unaware of any adverse deed restrictions which would preclude development to the subject's highest and best use.

PHYSICALLY POSSIBLE

Site size, shape, topography, location, and the availability of utilities are generally held as the most important factors in determining uses by which land may be developed. Some small sites, because of their limited size, can only reach their optimum use as part of an assemblage with adjacent tracts. Conversely, larger sites are not restricted by size, allowing for a wider range of possible uses.

Given the subject subdivision location in the suburban Georgetown Market Area, the subject lots were designed and engineered for the construction of move-up SFRs. The proposed move-up priced residential usage is considered to be the most physically possible use for the 105 finished 50' and 60' lots.

The subject subdivision lots can accommodate a variety of uses. However, in light of the existing development in the subject's immediate market area, the construction of move-up, detached single-family residences is concluded to be most physically appropriate for these lots.

FINANCIALLY FEASIBLE

The appraisers have referenced the Zonda Austin Metrostudy, 4th Quarter 2025. The subject is located within the Georgetown West Submarket and is located within the North

Market Area of the overall Austin region. The following chart summarizes the vital statistics for the Georgetown West Submarket, the North Market Area, and the overall Austin region.

Zonda Austin Metrostudy 4Q 2025								% Change
Submarket/ Market Area		**4Q 2024**	**1Q 2025**	**2Q 2025**	**3Q 2025**	**4Q 2025**	**Yrly. Rates/ Supply**	**12 Month**
Georgetown West Submarket	Starts	354	358	386	316	236	1,296	-33.33%
	Closings	508	429	448	333	329	1,539	-35.24%
	Housing Inv.	1,005	934	872	855	762	5.9 mos.	-24.18%
	VDL Inv.	2,636	2,724	2,685	3,020	3,502	32.4 mos.	32.85%
North Market Area	Starts	1,316	1,269	1,456	1,151	976	4,852	-25.84%
	Closings	1,686	1,215	1,433	1,315	1,274	5,689	-24.44%
	Housing Inv.	2,962	3,016	3,039	2,875	2,577	5.9 mos.	-13.00%
	VDL Inv.	10,525	10,523	10,741	11,812	13,030	32.2 mos.	23.80%
Austin Total	Starts	3,404	3,575	4,123	3,564	2,845	14,107	-16.42%
	Closings	5,009	3,958	4,083	3,768	3,919	15,728	-21.76%
	Housing Inv.	10,347	9,964	10,004	9,800	8,726	6.7 mos.	-15.67%
	VDL Inv.	33,841	35,647	34,965	37,777	40,371	34.3 mos.	19.30%

For the 4th Quarter 2025, the Georgetown West Submarket had 236 housing starts (a 33.33% decrease since 4th Quarter 2024) and 329 closings (a 35.24% decrease since 4th Quarter 2024). The submarket ended the quarter with a new home inventory of 762 units or a 5.9-month supply, which is the same as the 5.9-month supply for the North Market Area new home market. The Georgetown West Submarket concluded the 4th Quarter 2025 with 3,502 vacant developed lots in inventory. This lot inventory equates to a 32.4-month **oversupply**, which is similar to the 32.2-month oversupply for the North Market Area. A 20 to 24-month supply of lots is considered to be a market in equilibrium.

For the 4th Quarter 2025, the overall North Market Area had 976 starts (a 25.84% decrease since 4th Quarter 2024) and 1,274 closings (a 24.44% decrease since 4th Quarter 2024). The result is a stable new home inventory of 2,577 units or a 5.9-month supply, which is superior to the 6.7-month supply for the overall Austin new home market. At the time of this Zonda Austin Metrostudy report, there was a total existing inventory of 13,030 vacant developed lots in the North Market Area. This equates to a 32.2-month **oversupply**, which is superior to the 34.3-month oversupply for the overall Austin region. Again, a 20 to 24-month supply of lots is considered to be a market in equilibrium.

MAXIMALLY PRODUCTIVE HIGHEST & BEST USE CONCLUSION

Based on our analyses of the legally permissible, physically possible and financially feasible uses for the 105 finished subject lots, we conclude that their maximally productive use, and therefore, their highest and best use, is as follows:

- **Highest & Best Use of Lots:** Construction of move-up detached single-family residential homes, with two builders, as demand and market conditions warrant in the $660,000 to $950,000 price range.

SALES COMPARISON APPROACH – RETAIL LOT VALUATION

The Sales Comparison Approach is "The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison." (The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, 2022, p. 170).

The rationale for this approach, based on the principle of substitution, is that a probable purchaser would not be justified in paying more for an individual retail lot than the cost of acquiring a substitute property of similar utility and characteristics, as that of the typical subject lot.

Again, knowledgeable individuals active in the area, which include real estate brokers, principals, developers, and builders were consulted for information that would aid in the investigation. All of the data presented was confirmed for accuracy. On the following pages are details concerning the comparable takedown lot sales that have been used for the establishment of the subject's typical or base Retail Lot Value conclusion.

LOT SALE NUMBER ONE

Subdivision: Wolf Ranch West, Section 3G

Mapsco Reference: 285-V

Location: Located generally south of Wolf Ranch Parkway & west of I-35, in the city of Georgetown, Williamson County, Texas 78628.

Lot Sales Data:

Lots	Avg FF	Base Lot Price	Total Lot Price	Lot Price PFF	Sale Date
25	56’	$165,200	$179,600	$3,207	5/28/2025

Grantor: H4 Georgetown Phase 4G, LLC.

Grantee: Westin Homes

New Home Price Range: $722,990 to $774,990

Financing: Cash to seller

Utilities: All available

School District: Georgetown I.S.D.

Zoning: PUD by the City of Georgetown

Restrictions: Typical Deed Restrictions

Floodplain: None

Recording Information: 2025-042029

Confirmation: Contract/Developer

Comments: This is the bulk purchase of 25, 56’ lots by Westin Homes. In addition to the base lot price, Westin will pay a total of $14,400 per lot in builder fees

LOT SALE NUMBER TWO

Subdivision: Wolf Ranch West, Section 7B

Mapsco Reference: 285-V

Location: Located generally south of Wolf Ranch Parkway & west of I-35, in the city of Georgetown, Williamson County, Texas 78628.

Lot Sales Data:

Lots	Avg FF	Base Lot Price	Total Lot Price	Lot Price PFF	Sale Date
20	51’	$147,900	$162,300	$3,182	2/12/2025

Grantor: H4 Georgetown Phase 4G, LLC.

Grantee: Highland Homes

New Home Price Range: $545,990 to $690,990

Financing: Cash to seller

Utilities: All available

School District: Georgetown I.S.D.

Zoning: PUD by the City of Georgetown

Restrictions: Typical Deed Restrictions

Floodplain: None

Recording Information: 2025-054011525

Confirmation: Contract/Developer

Comments: This is the bulk purchase of 20, 51’ lots by Highland Homes. In addition to the base lot price, Highland will pay a total of $14,400 per lot in builder fees.

LOT SALE NUMBER THREE

Subdivision: Wolf Ranch West, Section 7B

Mapsco Reference: 285-V

Location: Located generally south of Wolf Ranch Parkway & west of I-35, in the city of Georgetown, Williamson County, Texas 78628.

Lot Sales Data:

Lots	Avg FF	Base Lot Price	Total Lot Price	Lot Price PFF	Sale Date
72	42’	$119,700	$134,100	$3,193	11/21/2024

Grantor: H4 Georgetown Phase 4G, LLC.

Grantee: Pulte Homes

New Home Price Range: $417,990 to $598,990

Financing: Cash to seller

Utilities: All available

School District: Georgetown I.S.D.

Zoning: PUD by the City of Georgetown

Restrictions: Typical Deed Restrictions

Floodplain: None

Recording Information: 2024-093355/2025-005107

Confirmation: Contract/Developer

Comments: This is the bulk purchase of 72, 42’ lots by Pulte Homes. In addition to the base lot price, Pulte will pay a total of $14,400 per lot in builder fees.

LOT SALE NUMBER FOUR

Subdivision: Wolf Ranch West, Section 6G

Mapsco Reference: 285-V

Location: Located generally south of Wolf Ranch Parkway & west of I-35, in the city of Georgetown, Williamson County, Texas 78628.

Lot Sales Data:

Lots	Avg FF	Base Lot Price	Total Lot Price	Lot Price PFF	Sale Date
7	61’	$176,900	$194,000	$3,180	3/14/2025
5	71’	$205,900	$223,480	$3,148	3/14/2025

Grantor: H4 Georgetown Phase 4G, LLC.

Grantee: Drees Custom Homes

New Home Price Range: $545,990 to $690,990

Financing: Cash to seller

Utilities: All available

School District: Georgetown I.S.D.

Zoning: PUD by the City of Georgetown

Restrictions: Typical Deed Restrictions

Floodplain: None

Recording Information: 2025-054011525

Confirmation: Contract/Developer

Comments: This is the initial takedown of 11, 61’ and 71’ lots by Drees Custom Homes. In addition to the base lot price, Dress will pay a total of $14,400 per lot in builder fees.

LOT SALE NUMBER FIVE

Subdivision Name: Saddleback at Santa Rita Ranch, Ph. 1, Section 2A

Map Reference: 252 C

Location: The northwest corner of Celeste Way and Barnette Pass, in the ETJ of Liberty Hill, Williamson County, Texas 78642**.**

Lot Sales Data:

Lots	Avg FF	Base Lot Price	Annual Escalator	Total Lot Price	Total Price PFF	Sales Date
36	60’	$168,000	N/A	$184,721	$3,079	7/10/2025

Grantor: Pulte Homes of Texas, L.P.

Grantee: GFO Home, LLC

New Home Price Range: $550,000 to $750,000

Financing: Cash to seller

Utilities: All available

School District: Liberty Hill I.S.D.

Zoning: None (ETJ)

Restrictions: Residential Deed Restrictions

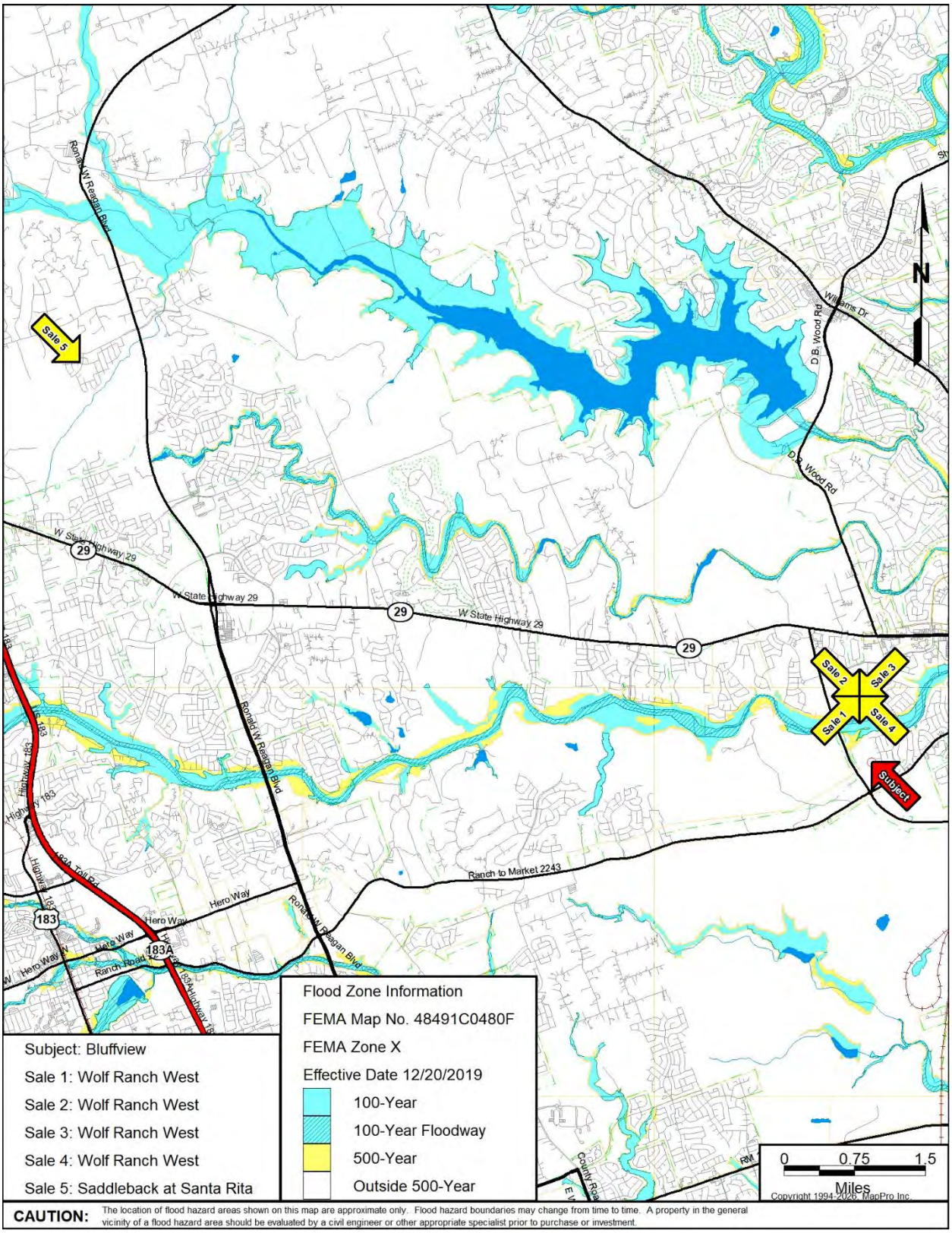
Floodplain: None

Subdivision Amenities: Master-planned

Confirmation: Lot Purchase Contracts & Clerk’s File #2025053600

Comments: This is the bulk purchase of 36 lots. In addition to the base lot price, the lots are subject to $16,721 per lot, or $279 PFF in builder fees.

LOCATION MAP OF SALES COMPARABLES



CAUTION: The location of flood hazard areas shown on this map are approximate only. Flood hazard boundaries may change from time to time. A property in the general vicinity of a flood hazard area should be evaluated by a civil engineer or other appropriate specialist prior to purchase or investment.

LOT SALES ANALYSES

The Lot Sales illustrated on the preceding pages are considered to be representative of the best available data for comparison to the subject lots, and are summarized on the following chart:

Lot Sales Summary							
Lot Sale	Sale Date	Subdivision	Sale Type	Description	Lot Size	Price PFF	Lot Price
1	5/28/2025	Wolf Ranch West, Sec. 3G	Bulk	25 Lots	56'	$3,207	$179,600
2	2/12/2025	Wolf Ranch West, Sec. 7B	Bulk	20 Lots	51'	$3,182	$162,300
3	11/21/2024	Wolf Ranch West, Sec. 7B	Bulk	72 Lots	42'	$3,193	$134,100
4	3/14/2025	Wolf Ranch West, Sec. 6G	Bulk	12 Lots	61' & 71'	$3,180	$194,000 & $223,480
5	7/10/2025	Saddleback at Santa Rita Ranch	Bulk	36 Lots	60'	$3,079	$184,721

The market data was first analyzed to determine the best unit of comparison, and the features inherent to a given property causing a property's sale price to vary relative to another property. Sales comparison was then used to estimate representative and reasonable measures for adjustment factors or differences between the comparable sales and subject residential lots. The best units of comparison for the lot sales are the total sales price per lot, the price per square foot, or the price per front foot. Of these various units of comparison, it was determined that the price per front foot was the most applicable, because in this market segment, the prices per front foot were considered most reflective of the various differences associated with such lot sales. The categories found to be prevalent for analysis were cumulative adjustments such as Financing (cash equivalent consideration), Conditions of Sale (motivation), and Time (sale date); and additive market related conditions adjustments such as Location, Lot Size, and Other Property Characteristics (physical). Adjustments are made on a cumulative basis for the first three categories listed, and then on an additive basis on the remaining categories.

CUMULATIVE ADJUSTMENTS

Market Conditions: A time adjustment is required if changes occur in market conditions between the time of sale of a comparable property, and the effective date of the appraisal of the subject property. Under such circumstances, the price of the comparable property would be different at the date of appraisal, and an adjustment is warranted to the cash equivalent sales price for the sale to be used as a comparable. Lot prices have been

increasing since 2020 from 4% to 10%; we have adjusted the subject lots 6% per annum which is reasonable for the subject's location.

Financing/Cash Equivalent Considerations: Prior to adjusting for various categories applicable in the adjustment grid, each sale was reviewed with respect to financing terms and supplemental acquisition costs. When favorable financing occurred, the sale was adjusted to reflect the cash equivalent price in terms of U.S. dollars that the seller actually received. Generally cash equivalency is arrived at by applying present value factors to the stream of income generated by the seller offering favorable financing. All monies are brought back to the present value if the seller were to sell for cash or cash equivalency. No considerations for financing were required in this analysis.

Conditions of Sale: This category, as well as the previous two categories, is related to motivation of the parties in the transaction to agree on the sales price at the date of sale. The conditions and reasons for a sale are factors, which can have a direct impact on the sales price. Buyers and sellers motivation for acquisition or disposition of a property can cause large differences in the actual sales price versus market value. Extraction of an appropriate adjustment for special sales conditions is generally difficult to ascertain. Pairing of sales is typically the best method in establishing an adjustment. However, when sales are scarce and/or significant differences in the properties are evident, additional considerations must be reviewed. Such considerations typically relate to additional information provided by the buyer and/or seller, which may be difficult to measure, but must be considered, analyzed, and reasonably adjusted. Due to holding costs, bulk lot takedowns which are significantly larger or smaller in lot totals will typically reflect discounted or higher lot sale prices, respectively. No adjustment was warranted for Lot Sale 4 as it is considered a typical takedown for the subject market area and have not been adjusted for this element of comparison. Lot Sales 1 thru 3, and 5 were adjusted upward 10% to 15% each for larger lot count compared to a smaller typical lot takedown.

ADDITIVE ADJUSTMENTS

Location: Lot Sales 1 thru 5 have been adjusted downward for superior price point

ranging from -10% for being premier master planned communities in Georgetown.

Lot Size: Based upon the per front foot methodology utilized, only significant differences in lot frontages will typically warrant an adjustment. The subject and the lot sales have lot frontages of 42' to 71' and no adjustments were warranted on a per front foot methodology.

Amenities: No adjustments were warranted for Lot Sales 1 thru 5 for this element of comparison.

LOT SALES ADJUSTMENT GRID

The following Lot Sales Adjustment Grid illustrates the adjustments that were extracted and applied in the analysis of the subject lots.

Lot Sales Adjustment Grid						
Market Data	**Subject**	**Sale 1**	**Sale 2**	**Sale 3**	**Sale 4**	**Sale 5**
Sale Price PFF	-	$3,207	$3,182	$3,193	$3,180	$3,079
Sales Date	3/6/2026	5/28/2025	2/12/2025	11/21/2024	3/14/2025	7/10/2025
Adjustment	-	5.0%	6.5%	8.0%	6.0%	4.0%
Adjusted Sales Price PFF		$3,368	$3,389	$3,448	$3,371	$3,202
Financing	CTS	CTS	CTS	CTS	CTS	CTS
Adjustment	-	0%	0%	0%	0%	0%
Adjusted Sales Price PFF		$3,368	$3,389	$3,448	$3,371	$3,202
Conditions of Sale	Typical Takedown	25 Lots	20 Lots	72 Lots	12 Lots	36 Lots
Adjustment	-	10%	10%	15%	0%	10%
Adjusted Sale Price PFF	**-**	**$3,704**	**$3,728**	**$3,966**	**$3,371**	**$3,522**
Builder	Risewell Homnes	Westin Homes	Highland Homes	Pulte Homes	Drees Custom Homes	GFO Home
Location	Bluffview	Wolf Ranch West, Sec. 3G	Wolf Ranch West, Sec. 7B	Wolf Ranch West, Sec. 7B	Wolf Ranch West, Sec. 6G	Saddleback at Santa Rita Ranch
Adjustment	-	-10%	-10%	-10%	-10%	-10%
Lot Size	50' & 60'	56'	51'	42'	61' & 71'	60'
Adjustment	-	0%	0%	0%	0%	0%
Amenities	Typical for area	Typical for area	Typical for area	Typical for area	Typical for area	Typical for area
Adjustment	-	0%	0%	0%	0%	0%
Net Adjustment	**-**	**-10%**	**-10%**	**-10%**	**-10%**	**-10%**
Adjusted Sale Price PFF	**-**	**$3,334**	**$3,355**	**$3,569**	**$3,034**	**$3,170**
Indicated Mean:	**$3,292**					
Indicated Median:	**$3,334**					
Concluded Value PFF:	**$3,300**					

Conclusion of Base Retail Lot Value

The lot sales used in this analysis are of typical base lot sales to which lot adjustments, due to premiums (if applicable) and applicable fees, will be applied to conclude an adjusted value PFF. Accordingly, the appraisers derived the following statistical parameters and the Base Retail Lot Value PFF.

Statistical Benchmarks	
Lowest	$3,034
Mean	$3,292
Median	$3,334
Highest	$3,569
Concluded Value PFF:	**$3,300**

The builder lot sales used in this analysis exhibit an adjusted price per front foot of $3,034 to $3,569 PFF, with a mean of $3,292 PFF and a median of $3,334 PFF. Based on the preceding analysis, with consideration given to all comparable lot sales, the statistical benchmarks noted above and the highest and best use of the subject and comparable lot sales; a typical subject lot is concluded to have an individual Retail Market Value of **$3,300 PFF, or $165,000 per 50' lot and $198,000 per 60' lot, as of March 6 2026.**

LOT PREMIUMS AND FEES

No lot fees or lot premiums are applicable for the subject lots.

"AS IS" RETAIL LOT VALUES

Thus, the Sum of the Retail Lot Values – "As Is" can be summarized as follows:

Sum of the Retail Lot Values - "As Is" Bluffview PID, IA No. 1						
No. Lots	Average Lot FF	Concluded PFF	Base Lot Price	Base Lot Revenue	Sum of the Lot Revenues $ Total	$ / Lot
65	50'	$3,300	$165,000	$10,725,000	**$10,725,000**	**$165,000**
40	60'	$3,300	$198,000	$7,920,000	**$7,920,000**	**$198,000**
105					**$18,645,000**	**$177,571**

INCOME APPROACH - DISCOUNTED BULK MARKET VALUE ANALYSIS

The Bulk Market Value for the subject lots, or sold collectively to a single purchaser, is determined by discounting the net sales proceeds of the aggregate gross builder retail lot revenue arrived at previously. The discounting is necessary to reflect the absorption period, required yield, and related expenses incurred during the sell-out term. The following is a discussion of each of these categories and the assumptions applicable thereto:

ABSORPTION ANALYSIS

To determine the rates at which the subject single-family lots will be absorbed into the market, we have analyzed the recent absorption of lots in the following competing subdivisions in the vicinity of the subject.

Zonda Austin Metrostudy 4Q 2025									
Subdivision / Product ($1,000)		**1Q 2025**	**2Q 2025**	**3Q 2025**	**4Q 2025**	**Past 4 Qtrs Total Absorb**	**Avg Absorb Per Qtr**	**No. of Builders**	**Avg Absorb Per Bldr/Qtr**
Wolf Ranch/South Fork, Sec. 6 - **Lennar Homes**	Starts	0	0	1	1	2	0.5	1	0.5
46' Lots	Closings	13	21	14	0	48	12.0		12.0
$432 - $579									
Wolf Ranch/South Fork, Sec. 3G, 4G - **Perry Homes**	Starts	6	6	14	6	32	8.0	1	8.0
56' Lots	Closings	6	12	7	9	34	8.5		8.5
$664 - $814									
Broken Oak - **Chesmar Homes**	Starts	9	14	11	5	39	9.8	1	9.8
60' Lots	Closings	4	7	9	14	34	8.5		8.5
$530 - $655									
Parmer Ranch, Ph. 5B & 8 - **Perry Homes**	Starts	5	5	1	5	16	4.0	1	4.0
50' Lots	Closings	6	10	2	6	24	6.0		6.0
$547 - $654									
Retreat at San Gabriel - **Brightland Homes**	Starts	11	3	2	0	16	4.0	1	4.0
50' Lots	Closings	8	8	13	6	35	8.8		8.8
$350 - $605									
Crescent Bluff - **Pulte Homes**	Starts	8	5	2	3	18	4.5	1	4.5
55' Lots	Closings	7	7	6	5	25	6.3		6.3
$475 - $571									
Average Absorption Per Quarter Over Past 4 Quarters				**Starts**		**Minimum:**	**0.0**		**0.5**
						Average:	**5.1**		**5.1**
						Maximum:	**9.8**		**9.8**
				Closings		**Minimum:**	**6.0**		**6.0**
						Average:	**8.3**		**8.3**
						Maximum:	**12.0**		**12.0**

These absorption comparables indicate quarterly absorption of 0.5 to 9.8 lots, with an average of 5.1 starts per quarter per builder and 6.0 to 12.0 lots, with an average of 8.3 closings per quarter per builder. The comparable subdivisions include a variety of builders and offer lot sizes which are generally similar to those of the subject lots, and new home pricing ranging from $350,000 up to $814,000.

LOT ABSORPTION PROJECTION

All of the absorption comparables noted above are good indicators of absorption given their location and price point compared to the subject property. Given the softening of interest rates, upward demand trend, builder rate buydowns, an absorption rate of **20 lots per quarter for the 50' and 60' has been concluded. As previously noted; our analysis assumes that the Highest and Best Use is to have at least two builders active in the development.**

YIELD RATE / IRR ANALYSIS

We referenced the developer's survey conducted by RealtyRates.com for the 4th Quarter 2025 (3rd quarter 2025 data).

RealtyRates.com DEVELOPER SURVEY - 4th Quarter 2025* Texas - Subdivisions & PUDs						
	Actual Rates			Pro-Forma Rates		
	Min	Max	Avg	Min	Max	Avg
Site-Built Residential	15.59%	33.99%	23.00%	14.97%	32.63%	22.08%
-100 Units	15.59%	29.30%	22.00%	14.97%	28.13%	21.12%
100-500 Units	15.98%	32.23%	23.14%	15.34%	30.94%	22.22%
500+ Units	16.37%	33.70%	23.53%	15.72%	32.35%	22.59%
Mixed Use	16.76%	33.99%	23.34%	16.09%	32.63%	22.41%
Manufactured Housing	16.09%	37.16%	24.70%	15.44%	35.67%	23.71%
-100 Units	16.09%	32.31%	23.72%	15.44%	31.02%	22.77%
100-500 Units	16.49%	35.54%	24.98%	15.83%	34.12%	23.98%
500+ Units	16.89%	37.16%	25.40%	16.22%	35.67%	24.39%
Business Parks	16.05%	35.53%	23.94%	15.40%	34.11%	22.98%
-100 Acres	16.05%	30.90%	23.00%	15.40%	29.66%	22.08%
100-500 Acres	16.45%	33.99%	24.21%	15.79%	32.63%	23.24%
500+ Acres	16.85%	35.53%	24.62%	16.17%	34.11%	23.63%
Industrial Parks	16.12%	29.98%	21.47%	15.47%	28.78%	20.61%
-100 Acres	16.12%	26.07%	20.67%	15.47%	25.03%	19.85%
100-500 Acres	16.52%	28.68%	21.70%	15.86%	27.53%	20.83%
500+ Acres	16.93%	29.98%	22.05%	16.25%	28.78%	21.16%

*3rd Quarter 2025 Data

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Within the RealtyRates.com survey, developers and builders reported modeling pro-forma internal rates of return ranging from 14.97% to 28.13%, with an average of 21.12% for site-built residential >100 units. The developers and builders reported actual rates ranging from 15.59% to 29.30%, with an average of 22.00%. The above chart reflects surveyed rates for complete subdivision developments – from vacant land to lot development, to home construction, to home sellout. By contrast, the subject of this analysis represents finished lots. Therefore, entitlement risk and development has occurred. Home construction, marketing, and home sales risk remains to be incurred. Based on the availability of alternative investment yields and considering the relative risk of the subject residential development investment; it is the appraiser's opinion that an overall **IRR of 17%** inclusive of profit, is reasonable for the subject finished lots.

DISCOUNTED CASH FLOW ASSUMPTIONS

Sum of the Retail Values: The Sum of the Builder Retail Values for the cash flows are predicated on a beginning lot value, previously concluded as follows:

Sum of the Retail Lot Values - "As Is" Bluffview PID, IA No. 1						
No. Lots	Average Lot FF	Concluded PFF	Base Lot Price	Base Lot Revenue	Sum of the Lot Revenues $ Total	$ / Lot
65	50'	$3,300	$165,000	$10,725,000	**$10,725,000**	**$165,000**
40	60'	$3,300	$198,000	$7,920,000	**$7,920,000**	**$198,000**
105					**$18,645,000**	**$177,571**

Absorption Period: The appraisers previously concluded that the projected lot absorption within the existing project will be 20 lots per quarter.

Sales Price Escalation: The retail lot revenues have been escalated over the projected sell-out at 6.0% per annum, or 1.5% per quarter.

Beginning Lot Inventory: The Beginning Lot Inventory is the total number of lots in inventory on the first day of each annual period.

Lot Sales Per Period: The Lots Sales per Period is the total number of lots sold or absorbed during each annual period.

Ending Lot Inventory: The Ending Lot Inventory is the total number of lots in inventory on the last day of each annual period.

Average Lots Held Per Period: The Average Lots Held per Period is the average of Beginning Lot Inventory and Ending Lot Inventory.

Starting Inventory (Dollars): The Starting Inventory is expressed in terms of dollars by multiplying the Average Lot Value by the Beginning Lot Inventory and is a carry-over of the Ending Inventory balance.

Average Inventory Held (Dollars): The Average Inventory Held in Dollars is the average of the Starting Inventory (dollars) and the Ending Inventory (dollars).

Ending Inventory (Dollars): The Ending Inventory is expressed in terms of dollars by subtracting the periodic Sales (dollars) from the Starting Lot Inventory (dollars).

Lot Sales Income: The Total Annual Sales are the revenue generated during the period, before sales expense deductions.

SALES EXPENSES

Marketing/Closing Costs: The marketing expense is typically carried by the lot developer; however, in submarkets in which the lot supply is at shortage levels and in quality developments, the marketing expense can and is occasionally passed through to the builders. In the case of the subject, the marketing expense is based on **1.0%** of lot sales, beginning in Period 0. Please note that the marketing expense is combined with commissions and closing costs expenses below.

Typical lot takedown contracts call for the developer to pay commissions and part or all of the closing costs. Thus, real estate commissions and closing costs are typical carrying expenses. The commissions/closing costs expense is based on **4.0% of the periodic sales**. This item is considered to be sufficient to cover broker commissions at 3.0%, plus 1.0% closing costs. Brokerage fees for this type of transaction typically range from 2% to 4%, due to the repetitive nature of lot takedown contracts. Closing costs also vary, but typically total 0.5% to 1.5% of the sales price of the lots. Again, the marketing expense of 1.0% is combined with the commissions and closing costs category. Thus, **total marketing/closing costs equate to 5.0% of periodic sales,** beginning in Period 0.

Taxes: We utilized a property tax rate of **$1.8174** per $100 in the cash flow. Estimated property taxes are based upon the average lot inventory (retail value) held per period, multiplied by **60%**, multiplied by the projected current tax rate noted above, and divided by 4 to reflect quarterly taxes, beginning in the 1st period.

Administrative Expense: This category reflects incidental expenses including bank charges, accounting and legal fees, office expenses, etc., which are typically incurred by the developer throughout the holding period. These expenses are often relatively minor; thus, we have projected this expense at **0.5% of periodic sales**, beginning in Period 1.

Homeowner's Association Fees: The HOA expense is calculated based on the average inventory held (Lots) by the developer multiplied by the quarterly HOA fee to reflect quarterly HOA fees. HOA fees within Bluffview are $960. While the builder is responsible for subsidizing the development HOA for inventory lots, the builder is typically only responsible for about 50% of the standard homeowner HOA fee. For the purposes of this analysis, we assume that the builder will be responsible for a HOA fee of $480.00 per lot per year on inventory lots, or **$120.00 per lot held per quarter**.

DISCOUNTED CASH FLOW ANALYSES

The discounted cash flow analysis is presented on the following page.

Discounted Cash Flow Analysis Bulk Market Value "As Is"						
Bluffview PID, IA No. 1 - 50' & 60' Lots			Date of Value			
TOTAL NO. OF LOTS:	105		**March 6, 2026**			
AVERAGE INDIVIDUAL LOT VALUE:	$177,571					
GROSS RETAIL VALUE:	$18,645,000					
ABSORPTION PERIOD:	5 QUARTERS					
ANNUAL YIELD/IRR:	17.0%					
EFFECTIVE TAX RATE/$100:	$1.8174	$1.8174	$1.8174	$1.8174	$1.8174	$1.8174
AVG. HOA DUES per LOT ($480.00/Yr.)	$120.00	$120.00	$120.00	$120.00	$120.00	$120.00
QUARTERLY PERIOD:	**0**	**1**	**2**	**3**	**4**	**5**
STARTING LOT INVENTORY:	105.0	85.0	65.0	45.0	25.0	5.0
LOT SALES/PERIOD:	20.0	20.0	20.0	20.0	20.0	5.0
ENDING LOT INVENTORY:	85.0	65.0	45.0	25.0	5.0	0.0
AVG. LOTS HELD/PERIOD:	95.0	75.0	55.0	35.0	15.0	2.5
SALES APPRECIATION:	0.00%	1.50%	1.50%	1.50%	1.50%	1.50%
STARTING INVENTORY (Dollars):	$18,645,000	$15,319,975	$11,891,004	$8,355,717	$4,711,696	$956,474
AVG. LOT VALUE:	$177,571	$180,235	$182,939	$185,683	$188,468	$191,295
AVG. INVENTORY HELD:	$16,869,286	$13,517,625	$10,061,619	$6,498,891	$2,827,018	$478,237
ENDING INVENTORY:	$15,093,571	$11,715,275	$8,232,234	$4,642,065	$942,339	$0
QUARTERLY SALES:	$3,551,429	$3,604,700	$3,658,771	$3,713,652	$3,769,357	$956,474
LESS EXPENSES:						
a) MARKETING/CLOSING (5.0%)	$177,571	$180,235	$182,939	$185,683	$188,468	$47,824
b) TAXES/AVG. INV. HELD (@ 60%)	$0	$36,850	$27,429	$17,716	$7,707	$1,304
c) ADMINISTRATIVE @ 0.5%:	$17,757	$18,024	$18,294	$18,568	$18,847	$4,782
d) HOA DUES per QUARTER:	$0	$9,000	$6,600	$4,200	$1,800	$300
TOTAL EXPENSES:	$195,329	$244,108	$235,261	$226,167	$216,821	$54,210
NET SALES INCOME:	$3,356,100	$3,360,592	$3,423,510	$3,487,485	$3,552,536	$902,265
QUARTERLY YIELD/IRR:						
FACTOR @ 17.0%	1.000000	0.959233	0.920127	0.882616	0.846634	0.812119
DISCOUNTED SALES:	$3,356,100	$3,223,589	$3,150,064	$3,078,110	$3,007,698	$732,746
	$16,548,307					
ROUNDED TO:	**$16,550,000**	-11.2% Discount Margin				
VALUE PER LOT:	**$157,619**					

RECONCILIATION AND FINAL MARKET VALUE CONCLUSIONS

The Sales Comparison Approach was used to conclude the “As Is” retail revenues of the subject residential lots. An Income Approach retail sell-out technique was then employed to derive the indicated Hypothetical “As Is” Bulk Market Value of the finished 105 lots in the Bluffview PID, IA No. 1. The cumulative builder retail revenue of the subject lots were discounted for their projected absorption period. A discounted cash flow analysis was used to present value the projected income streams of the subject finished lots over their projected absorption period. The Income Approach procedure is generally considered to be the most valid method of estimating the bulk value of multiple builder retail lots to one individual buyer, especially if the parcels/lots involve a holding period or sell-out term and carrying costs.

While considered, the Cost Approach was not developed. The absence of the Cost Approach does not affect the credibility of the Market Value conclusions in this appraisal.

To conclude, it is our opinion that the **Hypothetical “As Is” Bulk Market Value** of the subject lots, subject to the conditions stated herein, as of the indicated effective date, is as follows:

Description	No. of Lots	Avg. Lot FF	Value	Effective Date
Hypothetical "As Is" Bulk Market Value	105	50' & 60'	**$16,550,000**	3/6/2026

MARKETING & EXPOSURE PERIODS

According to participants in the regional and local residential lot market and others who have experience handling and marketing of such properties in the subject area, marketing times for properties such as the subject have been reasonably in this active submarket. Based upon our market analysis, we have projected a prospective marketing period for the subject single-family lots “As Is” to be within 3 to 6 months. The subject property should market well at the reasonable and competitive concluded Bulk Market Value. As a result, we further estimate a historic exposure period of approximately 3 to 6 months for the subject, based upon the market data presented herein and the reported exposure times of the comparable sales.

The use of extraordinary assumptions or hypothetical conditions might have affected assignment results.

Extraordinary Assumptions:

1.) This appraisal assumes that Risewell Homes, or comparable production builder/s, will build upon the finished subject lots, detached single-family units with a projected price range from $660,000 to $950,000.

2.) If any of these assumptions and conditions prove to be false, it may have an effect on the Market Values contained herein.

Hypothetical Conditions:

1.) Two of the lots have commenced vertical construction and are approximately 50% completed homes. For purposes of this appraisal, and per the client's request, these lots are considered hypothetically vacant for this valuation.

2.) If any of these assumptions and conditions prove to be false, it may have an effect on the Market Values contained herein.

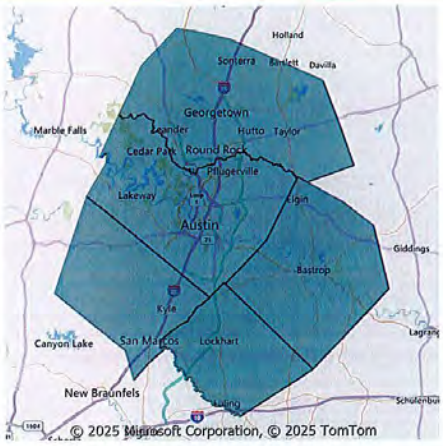
ADDENDA

AUSTIN REGIONAL DATA

Quarterly Housing Report

AUSTIN ROUND ROCK SAN MARCOS MSA

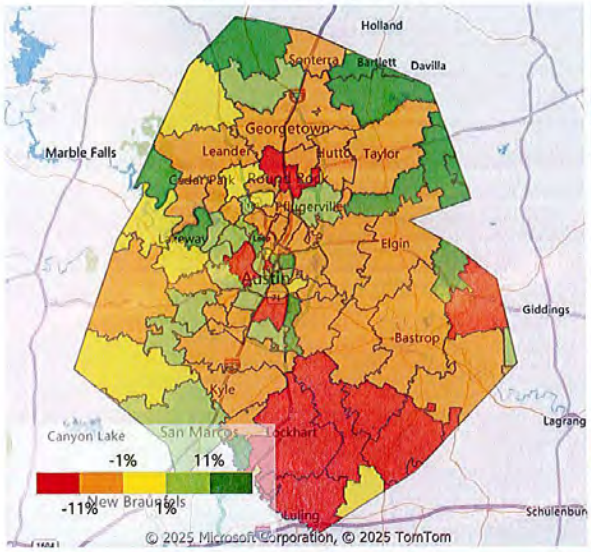
Third Quarter 2025



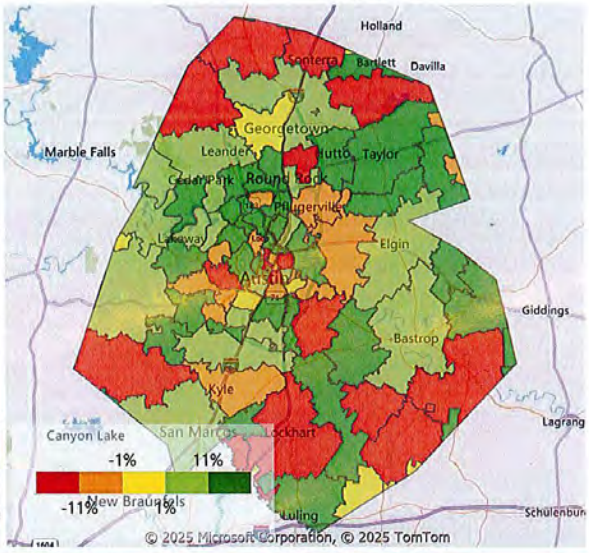
Executive Summary

- Metro area sales volume increased 4.5% to 8,112 transactions. Median price decreased 2.1% year-over-year to $429,000.
- 2025 Q3 months inventory for all residential properties rose 16.9% year-over-year to 5.4 months.
- Metro area residential property listings increased 17.8% year-over-year to 13,648 active listings.
- Single-family new construction median price decreased by 2.3% year-over-year to $395,235.
- Single-family rental average rent decreased by .2% year-over-year to $2,295.

Median Price Change (YoY)



Sales Volume Change (YoY)



About this report

Data used in this report come from the Texas REALTOR® Data Relevance Project, a partnership among the Texas REALTORS® and local REALTOR® associations throughout the state. Analysis is provided through a research agreement with the Texas Real Estate Research Center at Texas A&M University.

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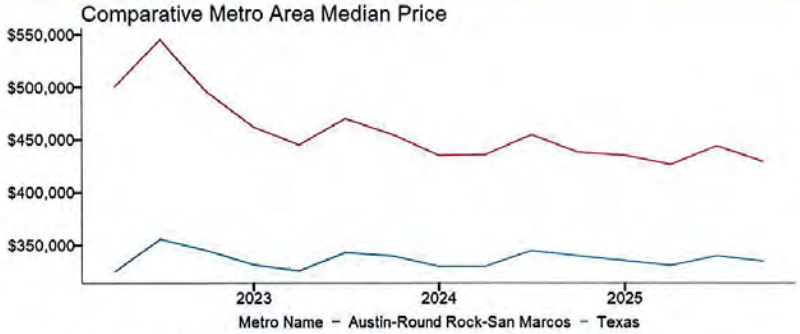
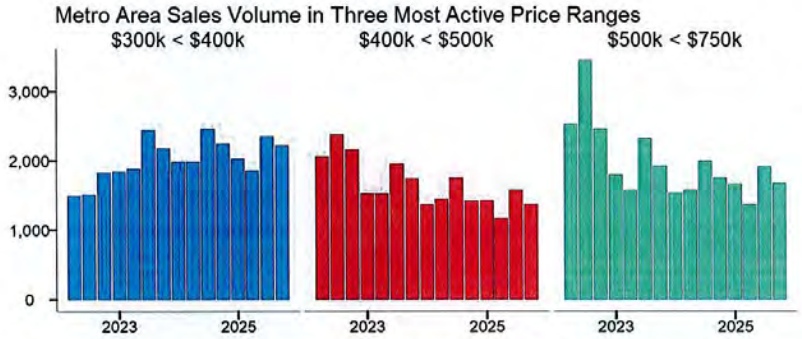
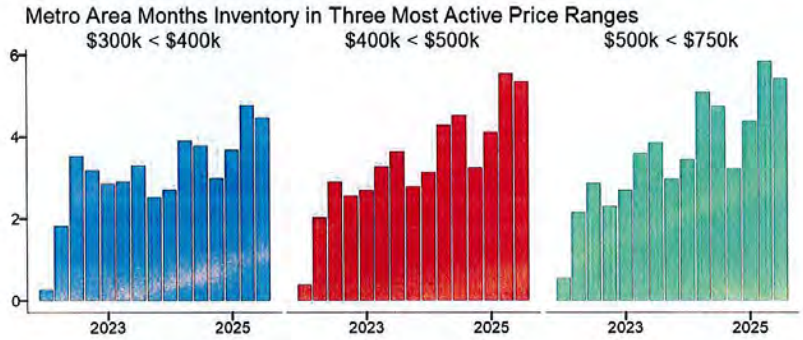
Key Market Metrics



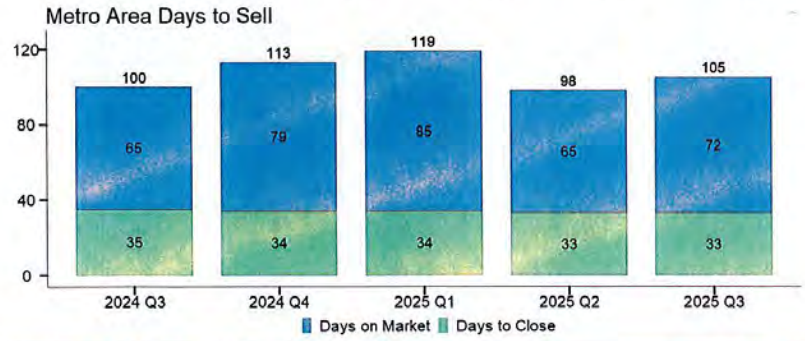
Median price in the Austin-Round Rock-San Marcos metro decreased by approximately 2.1% year-over-year, from $439,000 to $429,000. Metro area price exceeded the statewide median price of $335,000 by $94,000.



2025 Q3 total sales volume increased by approximately 4.5% year-over-year, from 7,762 to 8,112. Sales of homes between $300k and $400k dipped from 2,246 to 2,218, while homes between $500k and $750k dipped from 1,752 to 1,672, and homes between $400k and $500k dipped from 1,417 to 1,375.



Metro area months inventory increased year-over-year from 4.6 to 5.38 months. Homes between $300k and $400k rose year-over-year, from 3.79 to 4.47 months, while homes between $500k and $750k rose year-over-year, from 4.73 to 5.42 months and homes between $400k and $500k rose year-over-year, from 4.52 to 5.35 months.



Average days to sell throughout the metro area increased from 100 to 105 days, an increase of 5% year-over-year. Average days to sell for homes between $300k and $400k increased from 95 to 101 days, a 6.3% increase year-over-year.

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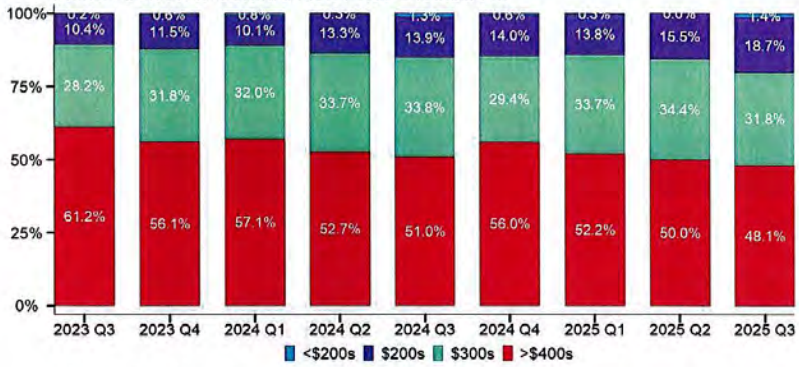
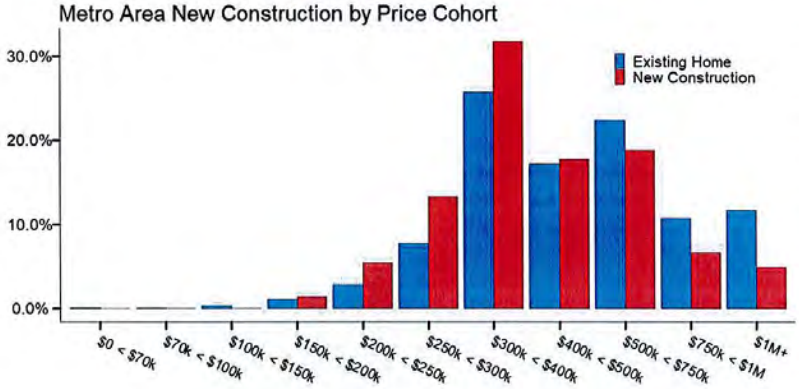
Single-Family New Construction

Metro Area New Construction Price Distribution



Homes in the $400s and above range fell to 48.1% of single-family new construction sales through the MLS. The second most active price range was homes in the $300s, which fell from 33.8% to 31.8% year-over-year.

Metro Area New Construction by Price Cohort



In the latest quarter, the average price was $497,671 for new homes sold through the MLS, an increase over last year's figure of $496,908. Average price for existing homes was $612,154, a decrease over last year's figure of $619,091.

Top Five Most Active Zip Codes

	Median Price	YoY%	Median Price PSF	YoY%	Median Square Feet
	$319,000	2.9%	$160.19	-10.7%	1,911
	$310,000	-6.0%	$171.71	-3.8%	1,859
	$490,000	-5.8%	$209.99	-4.0%	2,479
	$470,000	-5.7%	$205.60	-3.7%	2,500
	$262,000	-6.4%	$146.91	-5.5%	1,780

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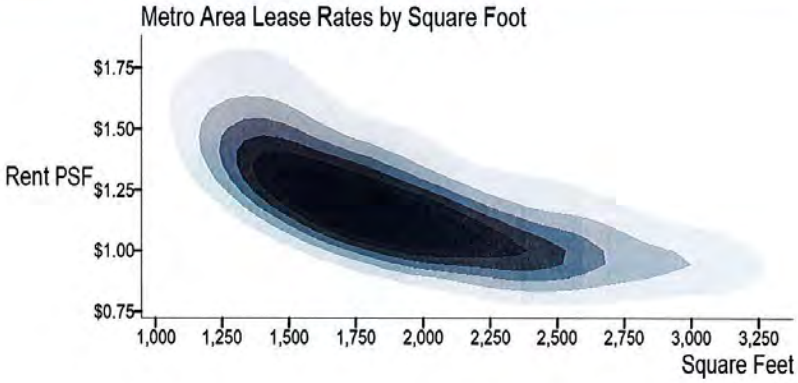
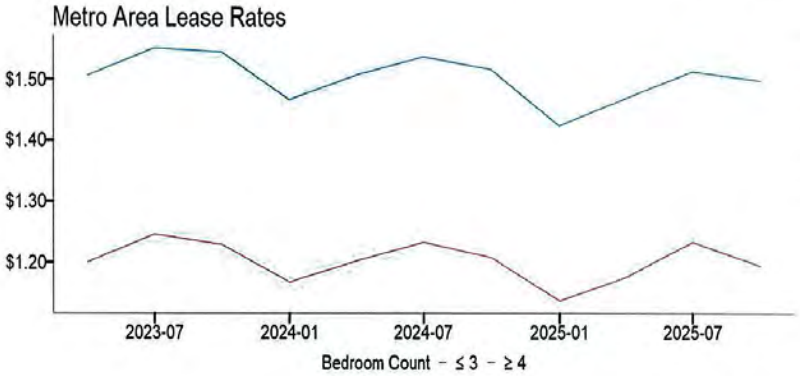
Single-Family Rentals



Average rent per square foot for single-family properties was $1.37, a decrease compared with last year's rental rate of $1.39. The average home size was 1,990 square feet.



Average rent per square foot for three-bedroom single-family properties was $1.50, a decrease compared with last year's rental rate of $1.52. For four-bedroom single-family homes, the rental rate per square foot was $1.19, a decrease compared with last year's rental rate of $1.21.

Rental Metrics by Bedroom Count

Bedroom Count	Average Monthly Rent	Average Monthly Rent	Average Square Feet	Distribution
Three or less	$2,319	$1.50	1,627	56.6%
Four or more	$2,947	$1.19	2,462	43.4%
Overall	$2,592	$1.37	1,990	100%

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Housing Metrics by County

Bastrop County

Price Cohort	Closed Sales	YoY%	% Sales	Median Price	YoY%	Median Price PSF	YoY%	Active Listings	Months Inventory	Median Square Feet	Median Year Built
$0 < $70k	1	0%	0%	***	***	***	***	1	6.0	***	***
$70k < $100k	0	0%	0%	-	-	-	-	0	0.0	-	-
$100k < $150k	4	100%	1%	***	***	***	***	2	2.0	***	***
$150k < $200k	12	0%	3%	$169,650	-1%	$155.75	3%	14	5.3	1,146	1977
$200k < $250k	10	-33%	3%	$241,750	6%	$177.29	5%	42	7.8	1,224	1984
$250k < $300k	86	59%	22%	$279,995	-2%	$191.56	-3%	114	5.1	1,450	2024
$300k < $400k	164	10%	41%	$341,865	1%	$179.88	-5%	305	6.1	1,944	2024
$400k < $500k	65	30%	16%	$423,250	-5%	$199.53	-7%	175	8.6	2,145	2021
$500k < $750k	43	-17%	11%	$582,500	3%	$231.18	0%	139	8.3	2,571	2012
$750k < $1M	12	0%	3%	$830,000	6%	$253.99	-8%	59	18.2	3,320	2011
$1M+	3	50%	1%	***	***	***	***	34	27.2	***	***

*** Not displayed when fewer than five sales

Caldwell County

Price Cohort	Closed Sales	YoY%	% Sales	Median Price	YoY%	Median Price PSF	YoY%	Active Listings	Months Inventory	Median Square Feet	Median Year Built
$0 < $70k	1	0%	1%	***	***	***	***	1	6.0	***	***
$70k < $100k	1	100%	1%	***	***	***	***	3	5.1	***	***
$100k < $150k	4	100%	3%	***	***	***	***	3	4.0	***	***
$150k < $200k	19	58%	13%	$185,845	1%	$127.35	-4%	12	4.0	1,500	2025
$200k < $250k	36	16%	25%	$225,500	0%	$158.88	-7%	40	4.6	1,460	2024
$250k < $300k	29	-28%	20%	$275,206	0%	$183.90	-5%	49	3.9	1,572	2023
$300k < $400k	36	-40%	25%	$330,000	0%	$171.50	-1%	72	5.7	1,885	2025
$400k < $500k	6	-40%	4%	$430,000	-6%	$222.40	34%	25	7.9	1,855	1993
$500k < $750k	12	50%	8%	$580,000	3%	$233.42	-31%	35	15.0	2,367	1994
$750k < $1M	2	0%	1%	***	***	***	***	11	33.0	***	***
$1M+	0	-100%	0%	-	-	-	-	9	0.0	-	-

*** Not displayed when fewer than five sales

Hays County

Price Cohort	Closed Sales	YoY%	% Sales	Median Price	YoY%	Median Price PSF	YoY%	Active Listings	Months Inventory	Median Square Feet	Median Year Built
$0 < $70k	0	0%	0%	-	-	-	-	3	0.0	-	-
$70k < $100k	0	0%	0%	-	-	-	-	1	12.0	-	-
$100k < $150k	2	-50%	0%	***	***	***	***	7	6.0	***	***
$150k < $200k	13	18%	1%	$184,000	9%	$145.42	-5%	19	4.9	1,266	2005
$200k < $250k	115	32%	9%	$231,990	2%	$161.18	-6%	93	3.0	1,402	2025
$250k < $300k	239	39%	18%	$276,220	-3%	$176.17	-4%	280	3.9	1,575	2025
$300k < $400k	416	-10%	31%	$337,960	0%	$178.66	-4%	505	3.7	1,911	2024
$400k < $500k	180	-15%	14%	$450,000	2%	$196.40	-2%	318	5.1	2,300	2023
$500k < $750k	184	-13%	14%	$599,400	2%	$222.01	-6%	361	5.3	2,755	2019
$750k < $1M	89	1%	7%	$862,286	0%	$278.33	-2%	160	6.0	3,110	2018
$1M+	90	41%	7%	$1,200,000	-9%	$319.55	-10%	192	8.5	3,698	2015

*** Not displayed when fewer than five sales

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Housing Metrics by County

Travis County

Price Cohort	Closed Sales	YoY%	% Sales	Median Price	YoY%	Median Price PSF	YoY%	Active Listings	Months Inventory	Median Square Feet	Median Year Built
$0 < $70k	1	100%	0%	***	***	***	***	30	90.0	***	***
$70k < $100k	4	100%	0%	***	***	***	***	2	4.8	***	***
$100k < $150k	12	33%	0%	$131,250	-1%	$223.14	74%	17	6.8	601	1983
$150k < $200k	66	65%	2%	$175,000	-5%	$229.63	-18%	113	6.9	801	1983
$200k < $250k	97	35%	3%	$222,500	-3%	$203.42	-32%	179	6.8	1,120	1984
$250k < $300k	219	24%	6%	$275,000	-2%	$198.57	-13%	379	6.2	1,398	2005
$300k < $400k	735	3%	21%	$350,000	0%	$212.38	-6%	1,161	5.1	1,615	2009
$400k < $500k	579	-1%	16%	$440,000	-1%	$223.70	-6%	1,022	5.4	1,953	2009
$500k < $750k	818	-4%	23%	$608,000	1%	$282.49	-2%	1,432	5.4	2,166	2002
$750k < $1M	441	15%	12%	$855,900	2%	$324.31	0%	765	5.8	2,654	2002
$1M+	584	15%	16%	$1,412,500	-4%	$464.95	-2%	1,291	7.3	3,415	2005

*** Not displayed when fewer than five sales

Williamson County

Price Cohort	Closed Sales	YoY%	% Sales	Median Price	YoY%	Median Price PSF	YoY%	Active Listings	Months Inventory	Median Square Feet	Median Year Built
$0 < $70k	2	100%	0%	***	***	***	***	19	114.0	***	***
$70k < $100k	0	-100%	0%	-	-	-	-	0	0.0	-	-
$100k < $150k	7	133%	0%	$125,000	2%	$107.28	-23%	3	2.4	1,184	1956
$150k < $200k	39	15%	1%	$180,000	-3%	$133.86	-4%	29	3.8	1,380	2020
$200k < $250k	90	14%	3%	$228,470	2%	$159.86	-1%	84	3.4	1,411	2021
$250k < $300k	241	54%	9%	$280,000	-1%	$187.78	-2%	325	4.8	1,482	2013
$300k < $400k	867	1%	32%	$349,000	-1%	$195.48	-4%	1,107	4.0	1,772	2015
$400k < $500k	545	-3%	20%	$441,000	0%	$196.63	-4%	931	5.0	2,270	2017
$500k < $750k	615	-2%	23%	$589,000	-1%	$215.31	-2%	1,025	5.1	2,764	2017
$750k < $1M	193	-4%	7%	$830,000	-1%	$248.81	0%	443	7.3	3,396	2016
$1M+	81	16%	3%	$1,120,711	-7%	$290.00	-1%	207	9.1	4,116	2015

*** Not displayed when fewer than five sales

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QUALIFICATIONS
OF THE
APPRAISERS

QUALIFICATIONS OF PHILLIP F. BARLETTA, MAI, SRA

PROFESSIONAL AFFILIATIONS

Member Appraisal Institute, MAI Number:	7644
Texas State Certified General Real Estate Appraiser	
Certificate Number:	1320197-CG
Date of Expiration:	03/31/2027
Texas Real Estate Broker, License Number:	0235500-B

Mr. Barletta is a designated Realtor Member of the Houston Association of Realtors and the Texas Association of Realtors. He has served as a member on the Appraisal Institute's Houston Chapter Number 33 Admissions Committee and Candidate's Guidance Committee. He has also been elected to the Houston Chapter Number 33 Board of Directors for Years 2000, 2001 and 2002, and served on the Officer's Nominating Committee for 2003, 2004, 2011, 2014, 2017 and 2019. In 2020, he was again elected to the Houston Chapter Board of Directors in 2020 for 2021.

EDUCATIONAL BACKGROUND

Mr. Barletta graduated from Sam Houston State University in Huntsville, Texas on May 21, 1977. He received a Bachelor of Business Administration degree with primary emphasis on finance, management, and real estate related courses. In addition he has successfully passed the following Appraisal Institute Courses and attended the following Seminars:

1)	Course 1-A:	Basic Appraisal Principles, Methods and Techniques (1979)
2)	Course 8:	Single-Family Residential Appraisal (1979)
3)	Course 1B-A:	Capitalization Theory and Techniques, Part A (1984)
4)	Course 1B-B:	Capitalization Theory and Techniques, Part B (1985)
5)	Course 2-1:	Case Studies and Real Estate Valuation (1985)
6)	Course 2-2:	Valuation Analysis and Report Writing (1985)
7)	Course 2-3:	Standards of Professional Practice (1985)
8)	Seminar:	Subdivision Analysis, by A.I.R.E.A., Houston, TX (1986)
9)	Seminar:	R41-b and the Appraiser, by S.R.E.A., Dallas, TX (1987)
10)	Course 1B-B:	Audited Capitalization, Part B (1987)
11)	Seminar:	FNMA Underwriting Guidelines, by S.R.E.A., Houston, TX (1987)
12)	Seminar:	FNMA Appraisal Guidelines & Condo/PUD Acceptance (2 days), by S.R.E.A., Houston, TX (1988)
13)	Seminar:	FNMA Appraisal Guidelines, by S.R.E.A., Houston, TX (1989)
14)	Seminar:	Standards of Professional Practice Update by A.I.R.E.A., Houston, TX (1989)
15)	Seminar:	Comprehensive Appraisal Workshop by Ted Whitmer, MAI, Houston, TX (Jan. 15-18, 1990)
16)	Seminar:	Affordable Housing Disposition Program by RTC, Houston, TX (Sept. 21, 1990)
17)	Seminar:	Appraising Troubled Income Properties by A.I.R.E.A., Houston, TX (Oct. 25, 1990)
18)	Seminar:	Discounted Cash Flow Analysis by A.I.R.E.A., Houston, TX (Nov. 16, 1990)
19)	Seminar:	FNMA Underwriting Guidelines by Appraisal Institute, Houston, TX (July 19, 1991)
20)	Seminar:	Valuation of Leased Fees by Appraisal Institute, Houston, TX (July 20, 1991)
21)	Course:	Standards of Professional Practice - Parts A & B by Appraisal Institute, Houston, TX (March 26-29, 1992)
22)	Seminar:	Americans with Disabilities Act (ADA) Seminar by Appraisal Institute, Houston, TX (Nov. 4, 1992)
23)	Seminar:	ARGUS Version 3.0 Training Seminar by ARGUS Financial Software, Houston, TX (Nov. 12, 1993)
24)	Seminar:	The New URAR Report, by Appraisal Institute, Houston, TX (Feb. 17, 1994)
25)	Seminar:	Fair Lending and the Appraiser, by Appraisal Institute, Houston, TX (April 8, 1994)
26)	Seminar:	Understanding Limited Appraisals & Reporting Options - General, Houston, TX (July 7, 1994)
27)	Seminar:	How to Appraise FHA Insured Property, by H.U.D., Houston, TX (Dec. 1, 1994)
28)	Seminar:	Real Estate Evaluations & The Appraisal Industry, by Appraisal Institute, Houston, TX (April 20, 1995)
29)	Seminar:	Appraisal Practices for Litigation, by Appraisal Institute, Houston, TX (May 19-20, 1995)
30)	Seminar:	The High-Tech Appraisal Office, by Appraisal Institute, Kansas City, MO (6/14/96)
31)	Seminar:	The Internet and Appraising, by Appraisal Institute, Kansas City, MO (6/15//96)
32)	Seminar:	Litigation Skills for the Appraiser: An Overview, by Appraisal Institute, Houston, TX (10/25/96)
33)	Seminar:	Understanding Limited Appraisals & Appraisal Reporting Options, by Appraisal Institute, Houston, TX (June 12, 1997)
34)	Seminar:	Affordable Housing Valuation, by Appraisal Institute, Houston, TX (June 13, 1997)
35)	Course 430:	Standards of Professional Practice, Part C, by Appraisal Institute, Houston, TX (Dec. 4-5, 1997)
36)	Seminar:	R4580 Fannie Mae Seminar, by Appraisal Institute, Houston, TX (July 17, 1998)
37)	Seminar:	The Appraisal of Local Retail Properties, by Appraisal Institute, Houston, TX (September 28, 1998)

38)	Seminar:	Attacking & Defending an Appraisal in Litigation, by Ted Whitmer, MAI, CCIM, Houston, Texas (April 15-16, 1999)
39)	Seminar:	Fannie Mae – Mortgage Lending, by Appraisal Institute, Houston, TX (November 10, 1999)
40)	Seminar:	10th Annual Outlook for Texas Rural Land Markets, by Texas A&M University, College Station, TX (March 24, 2000)
41)	Seminar:	Subdivision Analysis, by Appraisal Institute, Houston, TX (June 20, 2000)
42)	Seminar:	HUD Multifamily Accelerated Processing (MAP), by HUD, Fort Worth, TX (September 27, 2000)
43)	Seminar:	U.S.P.A.P. 2001 Update, by Appraisal Institute, Houston, TX (February 17, 2001)
44)	Seminar:	11th Annual Outlook for Texas Rural Land Markets, by Texas A&M University, College Station, TX (May 4, 2001)
45)	Seminar:	2002 Commercial Real Estate Forecast, by CCIM, Houston, TX (February 14, 2002)
46)	Seminar:	Texas USPAP Update, by Appraisal Institute, Houston, TX (March 23, 2002)
47)	Seminar:	12th Annual Outlook for Texas Rural Land Markets, by Texas A&M University, College Station, TX (May 3, 2002)
48)	Course 430:	Standards of Professional Practice, Part C, by Appraisal Institute, Houston, TX (December 12-13, 2002)
49)	Seminar:	13th Annual Outlook for Texas Land Markets, by Texas A&M University, College Station, TX (April 10, 2003)
50)	Course 400:	U.S.P.A.P. 2004 Update, by Appraisal Institute, Houston, TX (January 24, 2004)
51)	Course 400:	U.S.P.A.P. 2005 Update, by Appraisal Institute, Houston, TX (April 14, 2005)
52)	Seminar:	15th Annual Outlook for Texas Land Markets, by Texas A&M University, College Station, TX (April 28, 2005)
53)	Seminar:	Professional Guide to the URAR, by Appraisal Institute, Houston, TX (June 23, 2005)
54)	Seminar:	16th Annual Outlook for Texas Land Markets, by Texas A&M University, College Station, TX (April 27, 2006)
55)	Seminar:	Subdivision Valuation, by Appraisal Institute, Houston, TX (November 9, 2006)
56)	Seminar:	Scope of Work, by Appraisal Institute, Houston, TX (January 18, 2007)
57)	Course 400:	U.S.P.A.P. 2008-09 Update, by Appraisal Institute, Houston, TX (Jan. 19, 2008)
58)	Seminar:	Analyzing Distressed Real Estate, by Appraisal Institute, Houston, TX (Dec. 11, 2008)
59)	Seminar:	Mortgage Fraud, by Champions School of R.E., Houston, TX (Jan. 16, 2009)
60)	Seminar:	19th Annual Outlook for Texas Land Markets, by Texas A&M University, San Antonio, TX (April 6-7, 2009)
61)	Seminar:	U.S.P.A.P. 2010 – 2011 Update, by Appraisal Institute, Houston, TX (Feb. 24, 2010)
62)	Seminar:	20th Annual Outlook for Texas Land Markets, by Texas A&M University, San Antonio, TX (May 6-7, 2010)
63)	Seminar:	Business Practices & Ethics, by Appraisal Institute, Houston, TX (Dec. 9, 2010)
64)	Seminar:	Staying out of Trouble in Appraisal Practice & A Lender's Perspective, by Appraisal Institute, Houston, TX (Feb. 26, 2011)
65)	Seminar:	Appraising Distressed Commercial Real Estate, by Appraisal Institute, Houston, TX (April 15, 2011)
66)	Seminar:	Appraisal Curriculum Overview (2-Day General), by Appraisal Institute, Austin, TX (May 10-11, 2011)
67)	Course:	Fundamentals of Separating Real & Personal Property from Intangible Business Assets, by Appraisal Institute, Chicago, IL (Dec. 15-16, 2011)
68)	Seminar:	U.S.P.A.P. 2012-2013 Update, by Appraisal Institute, Houston, TX (Feb 22, 2012)
69)	Seminar:	Complex Litigation Appraisal Case Studies, by Appraisal Institute, Houston, TX (Jan. 14, 2013)
70)	Seminar:	23rd Annual Outlook for Texas Land Markets, by Texas A&M University, San Antonio, TX (April 25-26, 2013)
71)	Seminar:	Business Practices & Ethics, by Appraisal Institute, Houston, TX (July 31, 2013)
72)	Seminar:	U.S.P.A.P. 2014-2015 Update, by Appraisal Institute, Houston, TX (December 6, 2013)
73)	Seminar:	24th Annual Outlook for Texas Land Markets, by Texas A&M University, San Antonio, TX (April 17-18, 2014)
74)	Course:	Texas Appraiser Trainee/Sponsor Course, Houston, TX (April 16, 2015)
75)	Seminar:	25th Annual Outlook for Texas Land Markets, by Texas A&M University, San Antonio, TX (April 23-24, 2015)
76)	Seminar:	U.S.P.A.P. 2016 – 2017 Update, by Appraisal Institute, Houston, TX (December 11, 2015)
77)	Seminar:	26th Annual Outlook for Texas Land Markets, by Texas A&M University, San Antonio, TX (April 28 – 29, 2016)
78)	Seminar:	Eminent Domain, by CLE International, Austin, TX (Feb 9-10, 2017)
79)	Seminar	27th Annual Outlook for Texas Land Markets, by Texas A&M University, San Antonio, TX (April 20-21, 2017)
80)	Symposium:	2017 Real Estate Symposium/TALCB Course #32884, by Appraisal Institute, Houston, TX (August 18, 2017)
81)	Seminar:	Business Practices & Ethics, by Appraisal Institute, Houston, TX (Oct. 13, 2017)
82)	Course:	U.S.P.A.P. 2018-2019, 7-Hour Update, by Appraisal Institute, Houston, TX (Dec. 7, 2017)
83)	Seminar:	28th Annual Outlook for Texas Land Markets, by Texas A&M University, San Antonio, TX (April 26-27, 2018)
84)	Symposium:	2018 Real Estate Symposium, by Appraisal Institute, Houston, TX (September 28, 2018)
85)	Seminar:	29th Annual Outlook for Texas Land Markets, by Texas A&M University, San Antonio, TX (April 25-26, 2019)
86)	Symposium:	2019 Real Estate Symposium, TALCB Course #37477, By Appraisal Institute, Houston, TX (Sept. 26, 2019)
87)	Seminar:	U.S.P.A.P. 2020-2021, 7-Hour Update, by Appraisal Institute, Houston, TX (Dec. 13, 2019)
88)	Course:	Eminent Domain & Condemnation by Appraisal Institute Online, (Sept. 10, 2020)
89)	Seminar:	Business Practice and Ethics, by Appraisal Institute, Live Online-Synchronous (July 27, 2021)
90)	Course:	U.S.P.A.P. 2022-2023, 7-Hour Update by Appraisal Institute, Austin, TX (Dec. 17, 2021)
91)	Seminar:	31st Annual Outlook for Texas Land Markets, by Texas A&M University, San Antonio, TX (April 28-29, 2022)
92)	Symposium:	2022 Real Estate Symposium, by Appraisal Institute, Houston, TX (Oct. 25, 2022)
93)	Course:	Supervisory Appraiser Course, by Appraisal Institute, Synchronous, Houston, TX (Dec. 2, 2022)
94)	Seminar:	32nd Annual Outlook for Texas Land Markets, by Texas A&M University, San Antonio (April 13-14, 2023)
95)	Symposium:	2023 Houston Real Estate Symposium – Riding the Waves of Market Volatility, Houston, TX (Sept. 19, 2023)
96)	Course:	U.S.P.A.P. 2024-2025, 7-Hour Update, by Appraisal Institute, Houston, TX (Dec. 15, 2023)
97)	Seminar:	33rd Annual Outlook for Texas Land Markets, by Texas A&M University, San Antonio, TX (April 4-5, 2024)
98)	Symposium:	2024 Real Estate Symposium by Appraisal Institute, Houston, TX (Oct. 23, 2024)
99)	Course:	Appraising for the Supervisor & Trainee, by Champions School of R.E., Houston, TX (Jan. 24, 2025)

100) Seminar:	34th Annual Outlook for Texas Land Markets, by Texas A&M University, San Antonio (April 10-11, 2025)
101) Course:	Appraiser's Guide to the New URAR, Houston, TX (August 28, 2025)
102) Symposium:	2025 Real Estate Symposium by Appraisal Institute, Houston, TX (Sept. 11, 2025)
103) Course:	U.S.P.A.P 2026-2027, 7-Hour Update, by Appraisal Institute, Houston, TX (Dec. 12, 2025)

APPRAISAL BACKGROUND

Mr. Barletta began appraising in January, 1977. He has had extensive experience in appraising all types of commercial and residential properties (listed below) in the Houston, Dallas/Ft. Worth, Austin and San Antonio regions, plus numerous other cities throughout Texas. In August, 1987, Mr. Barletta became a partner in an appraisal company in which he held the title President. In 1991, he formed a new company, BARLETTA & ASSOCIATES, INC., where he also holds the title of President, with offices at 1313 Campbell Road, Suite C, Houston, Texas 77055-6429.

Some of the various types of appraisals performed by Mr. Barletta would include: high-end single-family residences, two-to-four unit residential income properties, raw land, mixed-use developed commercial sites, master-planned residential subdivisions, condominium/PUD projects, conventional and HUD apartment projects, office buildings, shopping centers, office/warehouses, special-purpose properties, motels/hotels, golf courses, marinas, restaurants, various commercial/retail facilities, all types of industrial properties and eminent domain/condemnation properties. Mr. Barletta has also been qualified as an expert witness in various court matters for real property valuation by numerous attorneys, and he has arbitrated and reviewed a number of legal issues.

Texas Address:	1313 Campbell Road, Suite C Houston, Texas 77055-6429
Phone Number:	(713) 464-7700
Fax Number:	(713) 464-3696
E-Mail:	phillip@barlettainc.com

TALCB

TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: PHILLIP FRANK BARLETTA

License #: 1320197-CG **License Expires: 03/31/2027**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Executive Director

DAVID BAEHR, MAI, SRA, AI-GRS

(713) 884-7813
david.baehr@barlettainc.com

REAL ESTATE APPRAISER

– 16 years in real estate appraisals, asset management, acquisitions, and portfolio management –

Accomplished real estate appraiser, a high performer excelling in performing and reviewing appraisals for compliance with USPAP, FIRREA and the OCC. Has experience with various proposed/existing property types, including: A & D (subdivision development), 5+ lots/units, single-family, multi-family, office and other property types throughout the U.S. This includes REO/distressed properties. Consults with account officers, fee appraisers and brokers giving guidance regarding any issues that may arise. Research markets and perform due diligence to complete risk analyses and determine credibility of appraisal under review. ***General Certified Real Estate Appraiser and a Designated Member of the Appraisal Institute.***

PROVEN COMPETENCIES

- Appraisal review
- Data/Market Analysis
- Client inquiries/Investigations
- Due Dilligence
- Market trend analysis
- Forward looking projections
- Market forecasting
- Risk management

PROFESSIONAL EXPERIENCE

Barletta & Associates, Houston, TX — 5/2021-Present

COMMERCIAL REAL ESTATE APPRAISER – Appraising a variety of commercial properties specializing in residential subdivision valuation.

U.S. Bancorp, Houston, TX — 7/2013-4/2021

The fifth largest financial institution in the United States, with $429 billion in assets.

VICE PRESIDENT / SENIOR REVIEW APPRAISER

Review appraisals of proposed and existing collateral, ensuring that the appraisal reports are in compliance with USPAP, FIRREA, the OCC and U.S. Banks policy and procedures. Depending on the complexity of the property type, discounted cash flow analysis, expense/revenue projections may be utilized to ensure the reports are in line with market trends. Analyze and review residential appraisal reports. A & D subdivision development appraisals, 5+ lot/units appraisals, commercial land, medical offices, industrial, multifamily and other property types throughout the U.S each month for the purpose of collateral monitoring and loan underwriting. Communicate issues, concerns and results with loan officers.

- Manage the ordering and review of appraisals of portfolios with borrowing bases and revolvers and other credit facilities of borrowers with loan amounts totaling over $500MM.
- Properly order appraisals with appropriate scope of work and value scenarios from qualified and competent appraisers (based on the property type and vendor's experience) on the approved vendor panel.
- Monitor appraisal process from engagement to review completion and facilitate report delivery and response to issues as appropriate.
- In reviewing the appraisal reports, discuss any USPAP, FIRREA or OCC deficiencies with the vendors in order to ensure compliance with federal regulations and RETECHS Internal Procedures.

David Baehr dmbaehr@sbcglobal.net

- Effectively communicate valuation/appraisal issues with the business lines and answer any questions from the loan production staff and risk management group as well as respond to reconsideration requests from business lines in a timely manner.

APPRAISAL MC, Houston, TX 4/2013-7/2013

A rapidly growing appraisal management company that provides the nation's premier lenders with the capability to maintain compliance standards throughout the appraisal ordering process. We pride ourselves on customer service as well as extensive industry knowledge and experience.

VP APPRAISAL REVIEW

- Assess risks associated with the real estate appraisal and evaluation for residential lending channels.
- Protect the financial interests of company by adhering to appraisal standards for accuracy and quality and proactively identify appraisal risk in real estate markets.
- Maintain knowledge of the real estate industry and follow all state and federal laws and regulation pertaining to the Real Estate Industry.

PNC BANK, N.A., Houston, TX 3/2012-4/2013
(PNC BANK, N.A., purchased RBC BANK USA in March 2012)
A $13 billion financial services organization with 57,000 employees.

REVIEW APPRAISER 3/2012-4/2013
Analyze and review residential and commercial appraisals throughout the U.S each month for the purpose of collateral monitoring, loan underwriting and foreclosure proceedings. Communicate issues, concerns and results with relationship managers.

- Join with fee appraisers and attain compliance with USPAP and federal regulations.
- Engage third party appraisers to perform appraisals for the bank.

ROYAL BANK OF CANADA (RBC Builder Finance division), Houston, TX 6/2005-3/2012
A full-scale banking institution with 74,000 global employees and $27 billion in annual revenue.

STAFF APPRAISER 9/2005-3/2012
Produced property and land appraisals, completing due diligence for up to 620 appraisals per month. Evaluated collateral, creating forecasts for short and long-term revenue and expense projections. Executed valuations for vacant lots and single-family residences (1-4 family and 5+ lots and units), aggregating retail proceeds and discounted cash flow analysis. Partnered with national account officers and asset management departments to analyze contracts, budgets, absorption rates, and economic housing data. Coordinated and completed form appraisals and evaluation reports, assessing distressed collateral.

- Became proficient in the sales comparison, cost, and income approaches to market value and liquidation/disposition value on various property types as a certified appraiser.
- Engaged in sophisticated cash flow modeling for complex collateral, creating bulk valuations.
- Conducted in depth market research on new homebuilders and developers.

INSPECTOR ANALYST 6/2005-9/2005
Operated within a broad international customer base in the builder finance division, focusing on construction lending to premier clients throughout the US. Completed cost effective, reliable collateral draw inspections for the Houston-based office. Served customers by coordinating inspections with builders.

David Baehr dmbaehr@sbcglobal.net

- Fulfilled up to 500 inspections per week for four months; saved customers $180,000 by personally completing inspections, alleviating the need for builders to hire outside inspectors.
- Ensured customers received draws according to schedule; observed builder progress and authorized access to additional credit extensions.
- Joined with a colleague to complete 600+ inspections in two days.

EDUCATION & TRAINING

DEGREES

- **Bachelor of Business Administration – Finance**, University of St. Thomas, 2005
- **Associate of Arts in General Studies**, Houston Community College, 2002

CERTIFICATIONS

- General Certified Real Estate Appraiser, TX-1380372-G
- MAI designation through the Appraisal Institute
- SRA designation through the Appraisal Institute
- AI-GRS designation through the Appraisal Institute

- **PROFESSIONAL DEVELOPMENT**
- Real estate appraisal coursework in Advanced Highest and Best Use and Market Analysis, Quantitative Analysis, Sales Comparison and Income Approaches, Advanced Residential Applications, Site Valuations, Cost Approach, Real Estate Finance, Statistics and Valuation Modeling, Residential Report Writing, USPAP, and Appraisal Procedures and Principles, *The Appraisal Institute & McKissock*
- Advanced accounting coursework, *University of Houston – Downtown, Houston Community College, & Lone Star College System*

COMPUTER SKILLS

- Proficient in Microsoft Office Suite, Zonda Metrostudy, Costar, RIMS, LINKS and Argus.

AFFILIATION

Member, Appraisal Institute

TALCB

TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: DAVID MATTHEW BAEHR

License #: 1380372-CG **License Expires: 10/31/2026**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Executive Director

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
2026-7-LIC License for a Monument Sign to Encroach into Bluff Edge Lane

SUGGESTED ACTION:
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

ITEM SUMMARY:
A license to encroach for a monument sign associated with the Bluffview Development to encroach into the Right-of-Way at the intersection of Bluff Edge Drive and FM 2243. This monument sign was approved in development agreement 2023038101.

FINANCIAL IMPACT:
N/a

SUBMITTED BY:
Lauren Boenig, City Attorney's Office/ Real Estate

ATTACHMENTS:
2026-7-LIC Bluffview Moument Sign.pdf

REVOCABLE LICENSE AGREEMENT

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

This is a Revocable License Agreement by and between the City of Georgetown, a Texas home-rule municipal corporation (hereinafter referred to as "LICENSOR"), and Lamy 2243, LTD., a Texas limited Partnership, whose address is RIVERSIDE RESOURCES 1221 S MOPAC EXPY STE 200 AUSTIN, TX 78746-7625 (hereinafter referred to as "LICENSEE"), owner of a certain tract of land as recorded in Document No. 2025091318 of the Official Deed Records of Williamson County, Texas, and located at 1005 Bluff Edge Lane ("hereinafter referred to as the "PROPERTY"), Georgetown, Williamson County, Texas. LICENSOR hereby grants a license to the said LICENSEE to permit an Entryway Monument Sign to encroach into the right-of-way at the intersection of FM 2243 and Bluff Edge Lane of the PROPERTY, as shown on **Exhibit "A"** attached hereto and incorporated herein by reference for all purposes (hereinafter referred to as Licensed Area), owned and occupied by the City of Georgetown, Williamson County, Texas, but such improvements shall at all times not be in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, improvements and other property, and subject to the following terms and conditions:

Neither the granting of the license, nor any related permit, constitutes an abandonment by LICENSOR of its property, easement or easements, or any other rights in and to the above-described property. LICENSEE expressly stipulating and agreeing by LICENSEE's acceptance of this license that LICENSEE neither asserts nor claims any interest or right of any type or nature whatsoever, legal, equitable or otherwise in or to LICENSOR's easement.

LICENSEE hereby expressly covenants, stipulates and agrees, without limitation, to indemnify and defend the LICENSOR and hold it harmless from any and all liability, claim, cause of action, and cost, including attorneys' fees, and including any acts or omissions of the LICENSOR, its officers, agents, and employees, which may grow out of or be attributable to the granting by the LICENSOR of said license and any supplemental license which may hereafter be issued in connection herewith including any inspections which may be conducted in connection with or pursuant to said license or any supplemental license.

LICENSEE, at its own expense, shall restore or cause to be restored the subject property to as good a condition as existed prior to construction of the improvements which are the subject of this License Agreement. LICENSEE shall pay all costs of relocation of any public utilities or facilities which may be incurred as a result of the proposed construction or actual construction.

LICENSEE agrees to comply with all laws and ordinances in the construction and maintenance of said improvements, and specifically shall abide by Chapter 12.09 of the Code of Ordinances.

A. If an inspection reveals that any part of the structure or facility or other aspect of the Licensed Area does not comply with applicable terms and provisions of the City Code of Ordinances, the owner of the structure or facility shall be notified and required to make such repairs as are necessary in order to comply with the applicable terms and provisions of the City Code of Ordinances. If any Licensee fails and refuses to allow the Director, or his designee, to come upon or enter the Licensed Area for the purpose of making an inspection, he may be prosecuted under the terms of Chapter 12.09 of the Code of Ordinances, and the Director may revoke the revocable license for the Licensed Area, and such action shall be final.

B. The City shall have the right at any and all times upon 180 days written notice to the Licensee, its representatives, successors or assigns, to take possession of and use all or any part of the Licensed Area in the event that such use be reasonably desired or needed by the City for street, sewer, transportation or any other public or municipal use or purpose, and in such event, the City shall have the right to cancel the revocable license as to that portion of the Licensed Area so designated and required by the City.

C. The Licensee shall have the right at any time upon 180 days written notice to the City, to relinquish the use and possession of all or any part of the Licensed Area as it may so determine and to cancel said revocable license as to that part so relinquished.

D. Upon the lawful termination of a revocable license issued hereunder, in whatsoever manner such termination may be made, Licensee, assigns, successors and representatives, bind and obligate themselves to restore the Licensed Area to the original condition as it existed prior to any construction, or to fulfill any other reasonable conditions for the restoration of the Licensed Area which may be acceptable to the City, and should the Licensee, assigns, successors, or representatives fail or refuse to do so within 90 days after such termination then in that event the City may do or have done the work necessary for such purpose at the sole cost, risk, liability and expense of Licensee, their assigns, successors and representatives.

E. Upon written consent of the City, acting by and through the Director, the Licensee may, at his sole cost, risk liability and expense including public liability and property damage insurance in the amounts specified in Subsection 12.09.030 D.4. of Code of Ordinances, remove, reroute, reconstruct, lower or raise any existing utility lines, public or private sewer lines, water lines, including storm sewers, pipes or conduits presently located within a public street, roadway, sidewalk or easement or the City's right-of-way, provided that before changing or interfering with any such utility lines as described aforesaid, the Licensee shall notify the respective utility companies and the City, owning or operating the aforesaid utility lines, concerning any and all changes, modifications, rerouting of or any interference whatsoever with the aforesaid utility lines, pipes or conduits. Any necessary changes, modifications, rerouting or interference with the aforesaid utility lines, pipes or conduits shall be done under the direction of the representatives of the respective utility companies or the City, as the case may be.

F. After the completion of any construction within a Licensed Area under the terms of a revocable license granted hereunder, should the City desire to lay or construct its utility lines, including sewer lines, water lines, or any other pipes, or conduits under, across, or along said streets within its right-of-way, any and all additional cost for the laying or construction of the aforesaid utility lines, including pipes and conduits, within said street or right-of-way, which may occur by reason of the existence of said construction, shall be paid to the City by the said Licensee, his assigns, successors and representatives.

G. Solely as between the City and the Licensee, and not for the benefit of any other person, the Licensee, by acceptance of such revocable license, hereby waives any claim he, or any heirs, successors or assigns might have for damages for loss of lateral support to any other improvements hereby contemplated which loss of lateral support might be occasioned by any improvements which the City, its assigns, grantees, or licensees might install or construct.

H. The Licensee, or his successors, assigns, or representatives, by the acceptance of such revocable license, agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless solely the City, any of its agencies, and any person, from all liability, cost or damage on account of Licensee's use, occupancy and maintenance of any part of a public street, roadway, sidewalk or easement or the City's right-of-way and the structures and facilities therein, including by way of example, but not by way of limitation, any buildings, piers, fences, pools, walls, patios, decks basements, etc. constructed on the surface or the subsurface of any public street or right-of-way. This indemnity shall continue in force and effect during the existence of any revocable licenses issued under the provisions of this Chapter.

I. No transfer or assignment of any revocable license granted under the terms and provisions of this Chapter shall be effective unless and until:

1. The Licensee has, in writing, advised the Director of the name and mailing address of the transferee or assignee; and

2. The transferee or assignee has furnished the Director its written agreement to assume and perform all of the duties, covenants and obligations of the revocable license; and, thereupon, each provision of the revocable license shall be binding upon, and inure to the benefit of, the transferee or assignee of the Licensee.

J. The breach or violation of any one of the terms, provisions, or conditions set forth in this Chapter shall be sufficient to constitute grounds for the cancellation and forfeiture of the revocable license granted under the authority of Chapter 12.09 of the Code of Ordinances. Any such cancellation and forfeiture may be exercised upon 20 days written notice by the City to the Licensee, a representative or successor, unless, at the expiration of such time, any such violation or breach has ceased or the Licensee is proceeding with all diligence and good faith to remedy any such violation or breach and thereafter continues without delay with such remedial work or correction until such violation or breach has been completely remedied, and, any person violating any of the provisions of this Chapter may be prosecuted as provided in Chapter 12.09 of the Code of Ordinances.

If any person or the owner of land abutting a public street, roadway, sidewalk or easement or the City's right-of-way reveals by his application for a building permit or other authorization of the City that any new, remodeling or renovating construction is desired to be made within any part of a public street, roadway, sidewalk or easement or the City's right-of-way, the requested revocable license will be reviewed for compliance with the terms and provisions of Chapter 12.09 of the Code of Ordinances, and in addition, be subject to the following conditions:

1. The proposed use of a public street, roadway, sidewalk or easement or the City's right-of-way by any person or the abutting land owner shall not interfere with the City's lawful use thereof.

2. The proposed construction within a public street, roadway, sidewalk or easement or the City's right-of-way shall be in accordance with the City's Construction Standards, Unified Development Code, and any other applicable ordinances and regulations.

K. At all times during the construction and building of any structure within a public street, roadway, sidewalk or easement or the City's right-of-way:

1. The street or highway shall be kept open for vehicular and pedestrian traffic in a reasonable manner and no obstruction of the sidewalks shall be allowed in such a way as to prevent the use thereof by pedestrians;

2. Dirt and other material removed from the building and construction of any such structure within a public street, roadway, sidewalk or easement or the City's right-of-way shall not be allowed to remain on the street or sidewalk, but all such dirt and other materials shall be removed immediately at the sole cost, risk, liability and expense of Licensee;

3. All excavations and obstructions of any kind where allowed during the period of Licensee's construction, shall be properly barricaded, and well illuminated during the night time, all subject to the approval of the Building Official.

L. After the completion of the construction within a Licensed Area, the Licensee shall at his own cost and expense replace any sidewalks and surface of any streets that were damaged or removed in the construction of any structures or facilities in a condition equally as good as they were immediately prior to the time of excavation or construction, and all of such sidewalks and streets shall be maintained in a good and useable condition for one year after said sidewalks or streets have been replaced, all subject to the approval of the Director. All damage, if any, to said sidewalks and streets caused by the construction, use, maintenance and operation by Licensee shall be repaired by and at the cost and expense of the Licensee. In the event Licensee fails or refuses to proceed with diligence with the performance of any work in connection with the replacement, rebuilding or resurfacing of streets and sidewalks within 30 days after receiving written notice from the Director, the City may do such work or cause same to be done, all at the sole risk, cost, liability and expense of Licensee.

M. The Licensee, or his successors, assigns or representatives agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless the City, from all liability, cost or damage on account of the construction within a public street, roadway, sidewalk or easement or the City's right-of-way, or on account of using, occupying, preparing, maintaining and operating any such improvements therein.

This license shall expire automatically upon removal of the improvements located upon the property pursuant to this license.

This license shall be effective upon the acceptance of the terms hereof by the LICENSEE, as indicated by the signature of LICENSEE and the approval thereof by the City.

The license shall be filed of record in the Official Records of Williamson County, Texas.

SIGNED and AGREED to on this _____ day of _____, 2026.

LICENSOR:

City of Georgetown, Texas, a Texas
home-rule municipal corporation

By: _____
Name: Edgar Garcia
Title: Director, Planning Department

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ___ day of _____, 20___, by Edgar Garcia, Director of the Planning Department for the City of Georgetown, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

LICENSEE:

Lamy 2243, Ltd.,
a Texas limited partnership

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

By: _____
Jeremy Smitheal, Manager

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 2026, by Jeremy L. Smitheal, Manager of Bluffview 2021 GP, LLC, a Texas limited liability company, on behalf of said limited liability company, in its capacity as the General Partner of Lamy 2243, Ltd., a Texas limited partnership, on behalf of said limited partnership..

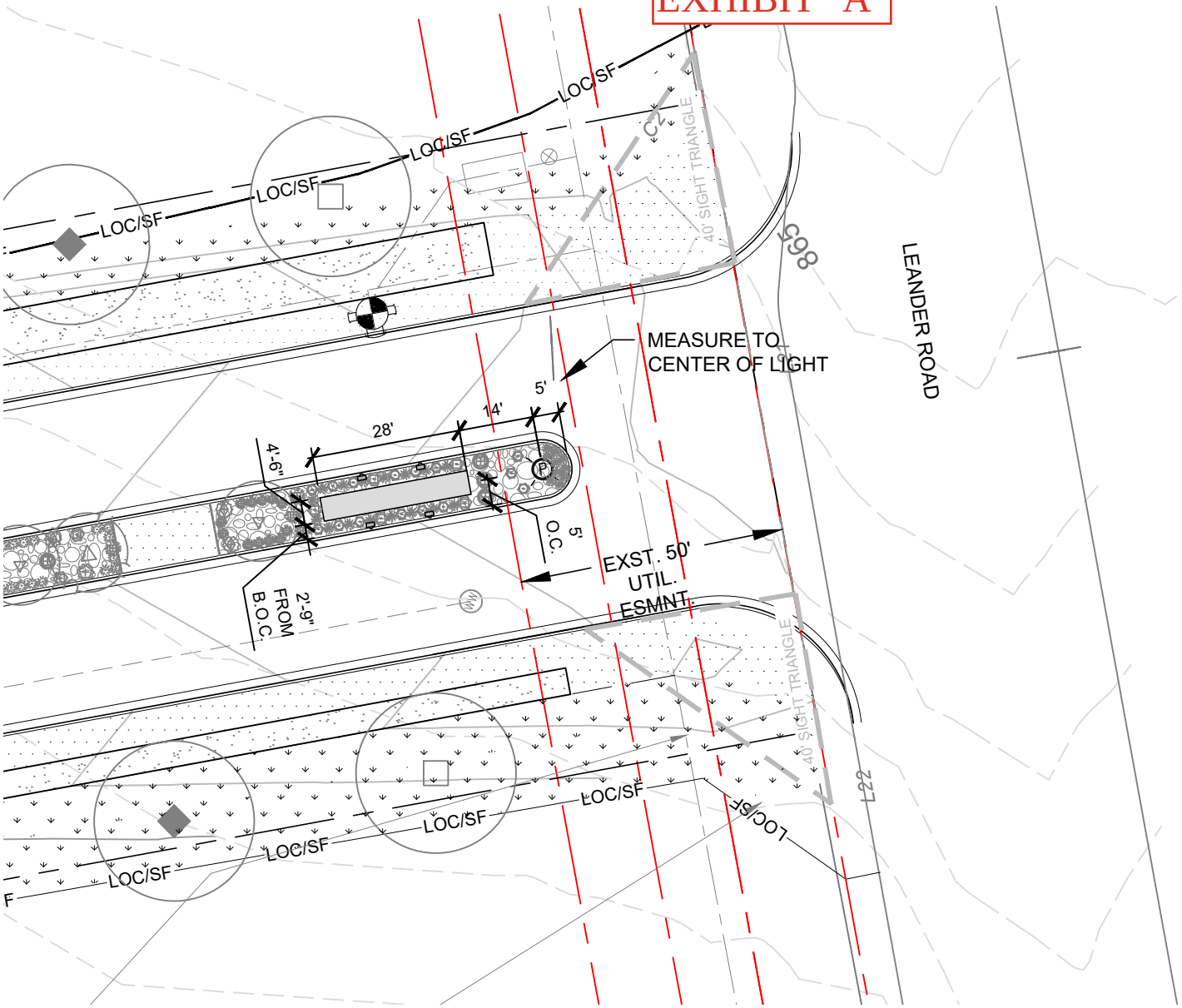
_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
Andrew Culpepper, Assistant City Attorney

AFTER RECORDING, RETURN TO LICENSOR:
City of Georgetown
Attn: Real Estate Services
P.O. Box 409
Georgetown, Texas 78627

EXHIBIT "A"



KEY LEGEND:

PUE

MONUMENT SIGN

STREET LIGHT

studio 16:19™

design ▪ collaborate ▪ solve ▪ impact

305 w liberty ave, suite100
round rock, texas 78664

p: 512.534.8680
studio1619.com

OWNER
lamy 2243 ltp.
1717 west 6th st.,
suite 390
austin, texas 78703
p:: 512.346.6482

BLUFFVIEW

MONUMENT SIGN

PROJECT #: 23.833	EXHIBIT NAME: MONUMENT SIGN EXHIBIT	
DATE: 01.29.2026	SCALE: 1" = 30'-0"	PREPARED BY: ag, cl, bs

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Parking Fee In-Lieu Agreement Monument Commons

SUGGESTED ACTION:
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

ITEM SUMMARY:
This is a fee in-lieu agreement to satisfy the parking requirements as outlined in the UDC and reflected on the Site Development Plan (2025-65-SDP). Out of the maximum building size of 17,428 square feet, 13,040 square feet is proposed as office use and subject to one (1) parking space per 500 square feet. The fee is calculated at $1,200 per parking space per year for nonexclusive use of available downtown public parking. This agreement has an initial term of one (1) year with automatic renewal for successive one-year terms for so long as the Project relies on, or otherwise requires, Parking In-Lieu spaces to satisfy applicable parking requirements.

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:
Parking Fee in Lieu Agreement_Monument Commons_ Final 4.2026.pdf

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

CITY OF GEORGETOWN
PARKING IN-LIEU FEE AGREEMENT

This PARKING IN-LIEU FEE AGREEMENT ("Agreement") is entered into between the CITY OF GEORGETOWN, a home-rule municipality in the State of Texas ("City"), and Monument Commons, LP ("Property Owner"), the owner of the real property located at 501 Rock Street, Georgetown, Texas 78628, more particularly described in **Exhibit A** attached hereto and incorporated herein ("Property").

RECITALS

WHEREAS, the City Council of the City of Georgetown has determined that providing public parking to support private development is a benefit to the community and promotes economic development;

WHEREAS, the requirements for parking are outlined in the City's Unified Development Code (the "UDC");

WHEREAS, Property Owner is proposing a project which requires a Site Development Plan (2025-65-SDP) which provides for office use space ("Project");

WHEREAS, at the time of the initial term of this Agreement, the Project requires thirty-one (31) total parking spaces, which the Property Owner is unable to provide;

WHEREAS, the parties acknowledge that the number of required spaces may be subject to change in the future based on changes in use or intensity of the Property, as contemplated by this Agreement;

WHEREAS, to satisfy the deficit of twenty-six (26) parking spaces, Property Owner desires to participate in the Parking In-Lieu Fee Program and pay annual in-lieu fee payments in accordance with the terms and conditions of this Agreement;

WHEREAS, the City has agreed to accept the in-lieu fee payment(s), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. RECITALS. The Recitals set forth above are true and correct and are hereby incorporated and adopted in whole as though each were set out herein.

2. PURPOSE. This Agreement confirms the Property Owner's participation in the Parking In-Lieu Fee Program to satisfy parking requirements for the Project located at the Property.

3. FEE. Subject to future adjustments as provided in this Agreement, Property Owner shall pay an **ANNUAL** Parking In-Lieu Fee for twenty-six (26) parking spaces, in the total initial amount of **THIRTY-ONE THOUSAND TWO HUNDRED DOLLARS AND NO CENTS ($31,200.00)** (the "Fee").

The Fee is calculated based on a maximum building size of 17,428 square feet, of which 13,040 square feet are proposed as office use. For purposes of this Project, only non-retail and non-restaurant uses are subject to parking requirements. Accordingly, the office use space is subject to a parking requirement of one (1) parking space per 500 square feet, resulting in twenty-six (26) required parking spaces at a rate of $1,200 per parking space per year.

The Property Owner agrees to pay the Fee for so long as the Project relies on, or otherwise requires, Parking In-Lieu spaces to satisfy applicable parking requirements. The initial annual Fee shall be paid in full prior to the issuance of any certificate of occupancy for the Project. Thereafter, the Property Owner shall pay the Fee annually, in the amount then in effect, with each annual payment due within 30 days of the Agreement's Renewal Date.

a. The Property Owner further acknowledges and agrees that the City may reassess the Property and its use annually to determine whether the existing Fee continues to reflect the parking demand. If such reassessment determines that the use or intensity of the Property has changed, resulting in increased parking demand, the City may adjust the required number of parking spaces accordingly. The Property Owner or successor shall be required to meet the additional parking demand through further compliance which may include providing on-site parking or paying additional in-lieu fees.

b. The City shall not refund any portion of the in-lieu fees paid, including in the event of a future reduction in the project's parking requirements or redevelopment of the Property.

c. Upon payment of the Fee, including any adjustments made pursuant to the City's annual assessment of the Property and its use, the City acknowledges that the Property Owner has satisfied the parking requirement for the specified number of parking spaces for that year, subject to reassessment in the following year.

4. **TERM**. This Agreement shall have an initial term of one (1) year, commencing on the Commencement Date, and shall automatically renew for successive one-year terms for so long as the Project relies on, or otherwise requires, Parking In-Lieu spaces to satisfy applicable parking requirements. Either Party may terminate this Agreement effective at the end of any then-current term by providing written notice of termination to the other Party at least ninety (90) days prior to the Renewal Date.

a. In the event of termination by the City, the City agrees to provide limited administrative assistance to the Property Owner in connection with the Property Owner's efforts to find alternate parking solutions to meet its requirements under the UDC and the then-current SDP. Such administrative assistance shall be limited solely to actions within the City's internal authority, including expediting review processes and prioritizing applicable applications or permits. The City shall have no obligation to identify, secure, coordinate, or facilitate alternative parking solutions, nor to contact, solicit, or negotiate with other property owners or third parties on behalf of the Property Owner. In the event of termination by the City when the Property Owner is not in default of this Agreement, the City further agrees that if the Property Owner is unable to find alternate parking solutions to meet its requirements under the UDC and the then current SDP, the Project shall be considered a legal nonconforming situation as further described in

the UDC, and the City shall not withhold, suspend, deny, or revoke building permits, certificates of occupancy, approvals, inspections, or other development-related authorizations.

5. NONEXCLUSIVE USE. The Property Owner shall have no right to designated parking spaces within the public parking lots located within the Downtown zone, or at any other location within the City of Georgetown, nor shall the Property Owner have exclusive use of any public parking space. Through participation in the subject Parking In-Lieu Fee Program, the Property Owner agrees to assist the City of Georgetown in funding the provision of existing, and/or the provision of new, off-street public parking spaces and/or parking structures within the Downtown Area of the City of Georgetown.

6. REMEDIES. Failure by the Property Owner to pay the Fee as required under this Agreement, or to otherwise comply with any term, condition, or obligation of this Agreement, shall constitute a default under this Agreement and a violation of the City's development regulations. Upon the occurrence of a default, the City may provide written notice to the Property Owner specifying the nature of the default. If the Property Owner fails to cure such default within thirty (30) days after receipt of written notice the City shall have the right, in its sole discretion, to terminate this Agreement immediately upon written notice to the Property Owner.

In addition to its right of termination, the City may withhold, suspend, deny, or revoke building permits, certificates of occupancy, approvals, inspections, or other development-related authorizations, and may take any other administrative action deemed necessary or appropriate as the City determines in its sole discretion. The City may further pursue any and all remedies available under this Agreement, the City's Code of Ordinances, the Unified Development Code, and applicable laws of the State of Texas, including all legal and equitable relief.

Termination of this Agreement shall be cumulative of, and not exclusive of, any other rights or remedies available to the City, and no exercise by the City of any remedy shall constitute an election of remedies or waiver of any other right. Venue for any action arising out of or related to this Agreement shall lie exclusively in a court of competent jurisdiction in Williamson County.

7. INDEMNITY. PROPERTY OWNER WILL INDEMNIFY AND HOLD HARMLESS (WITHOUT LIMIT AS TO AMOUNT) THE CITY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS IN THEIR OFFICIAL CAPACITY (COLLECTIVELY "INDEMNITEES"), AND ANY OF THEM, FROM AND AGAINST ALL LOSS, ALL RISK OF LOSS AND ALL DAMAGE, INCLUDING ATTORNEYS' FEES AND EXPENSES, SUSTAINED OR INCURRED BECAUSE OF OR BY REASON OF ANY AND ALL CLAIMS, DEMANDS, SUITS, OR ACTIONS OBTAINED, ALLEGEDLY CAUSED BY, ARISING OUT OF OR RELATING IN ANY MANNER TO PROPERTY OWNER'S ACTIONS OR DEFAULTS PURSUANT TO THIS AGREEMENT, AND SHALL PROTECT AND DEFEND INDEMNITEES, AND ANY OF THEM WITH RESPECT THERETO.

8. NOTICE. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below::

Notice to the City:

City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627
David.morgan@georgetown.org

With a copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
Skye.masson@georgetown.org

Notice to Monument Commons, LP:

Monument Commons, LP
ATTN: Scott Stribling
801 South Main Street
Georgetown, Texas 78626
(EMAIL)

Either party may update its notice address by written notice to the other party. Each party acknowledges that it is solely responsible for maintaining accurate and up-to-date information for its registered agent and principal business address for receipt of official notices. Notices sent to the most recent information on file with the Secretary of State or otherwise provided by the party shall be deemed effective.

9. COVENANT RUNNING WITH THE LAND. This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and transferees. There shall be no assignment of this Agreement or any of the rights or obligations herein, without the advance written consent of the City.

10. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Property Owner and the heirs, successors, and permitted assigns of the Property Owner and on any person acquiring an ownership interest in the Property, or a part or portion of the Property, through the Property Owner. The Owner's obligations under this Agreement may not be assigned without the written approval of the City; provided the City's approval shall not be unreasonably withheld if the Property Owner's assignee expressly assumes all obligations of the Property Owner under this Agreement. An assignment shall not be construed as releasing the Property Owner from Property Owner's obligations under this Agreement and Property Owner's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the City executes and delivers to the Property Owner a written release. The City agrees to release the Property Owner, only if the Property Owner's assignee expressly assumes the Property Owner's

obligations under this Agreement. The City may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Property Owner.

11. DISPUTE RESOLUTION. If either Party has a claim or dispute, the Parties shall first attempt to resolve the matter through this dispute resolution process. The disputing Party shall notify the other Party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the Party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both Parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the Parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the Parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both Parties. If the Parties cannot resolve the dispute through mediation, then either Party shall have the right to exercise any and all remedies available under law regarding the dispute.

12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

13. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14. RECORDING. This Agreement may be recorded in the Official Public Records of Williamson County, Texas at the discretion of the City. Any applicable recording fees shall be paid by the Property Owner.

15. NO WAIVER. No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

16. AMENDMENT. This Agreement may only be amended by written instrument approved and executed by the parties.

17. EFFECTIVE DATE. This Agreement is entered into and becomes binding as of the date of the last signature below (the "Effective Date"). However, the term of this Agreement shall commence on the date the City receives full and complete payment of the Fee (the "Commencement Date"). The Commencement Date shall also serve as the "Renewal Date" for purposes of calculating each subsequent annual Fee payment.

18. ENTIRE AGREEMENT. This document constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior agreements, representations, or understandings. No amendment shall be valid unless made in writing and signed by both parties.

[*signature page follows*]

CITY OF GEORGETOWN:

By: _____
Name: _____
Title: _____
Date: _____

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 this the _____ day of _____, 2026 by_____, _____, and _____ on behalf of the City.

_____
Notary Public, State of Texas

MONUMENT COMMONS, LP:

By: GP Monument Commons, LLC, a
Texas limited liability company, its General Partner

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____2026, by _____, Managing Member of GP Monument Commons, LLC, a Texas limited liability company, General Partner of Monument Commons LP, a Texas limited partnership, on behalf of said limited partnership.

_____

NOTARY PUBLIC, State of Texas

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THIS AGREEMENT

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Austin Avenue Corridor and Downtown Conversion Schematics

SUGGESTED ACTION:
Consideration and possible action to approve the schematic design for Austin Avenue and downtown improvements -- Lua Saluone, PE, Transportation Manager

ITEM SUMMARY:
Following feedback from the City Council at their workshop on February 24, 2026 and review by city staff, the project team has finalized schematic design for the Austin Avenue corridor from Second Street to Leander Road, along University Avenue (SH29) from Rock Street to Elm Street and along 7th and 8th Streets from Rock Street to Church Street.

Adopting this schematic enables the project team to continue the environmental review process with TxDOT and begin final design.

FINANCIAL IMPACT:
Funding for final design is provided by a grant from the Capital Area Metropolitan Planning Organization (CAMPO).

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

ATTACHMENTS:
AUSTIN AVE CORRIDOR SCHEMATIC (4-16-2026).pdf
AUSTIN AVE SCHEMATIC SQUARE ONE WAY (4-15-2026).pdf
UNIVERSITY AVE SCHEMATIC.pdf

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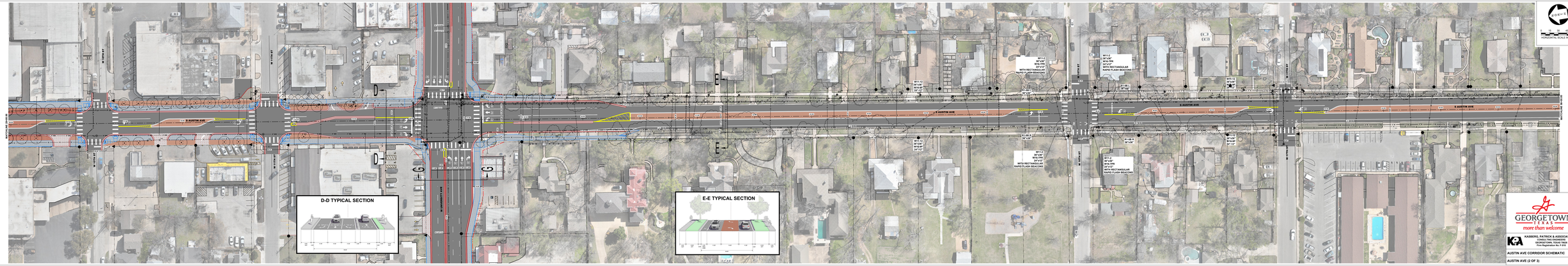
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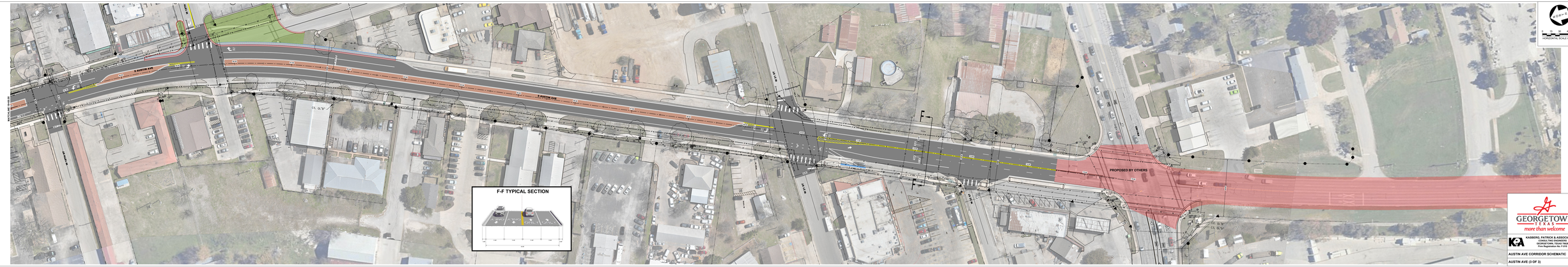
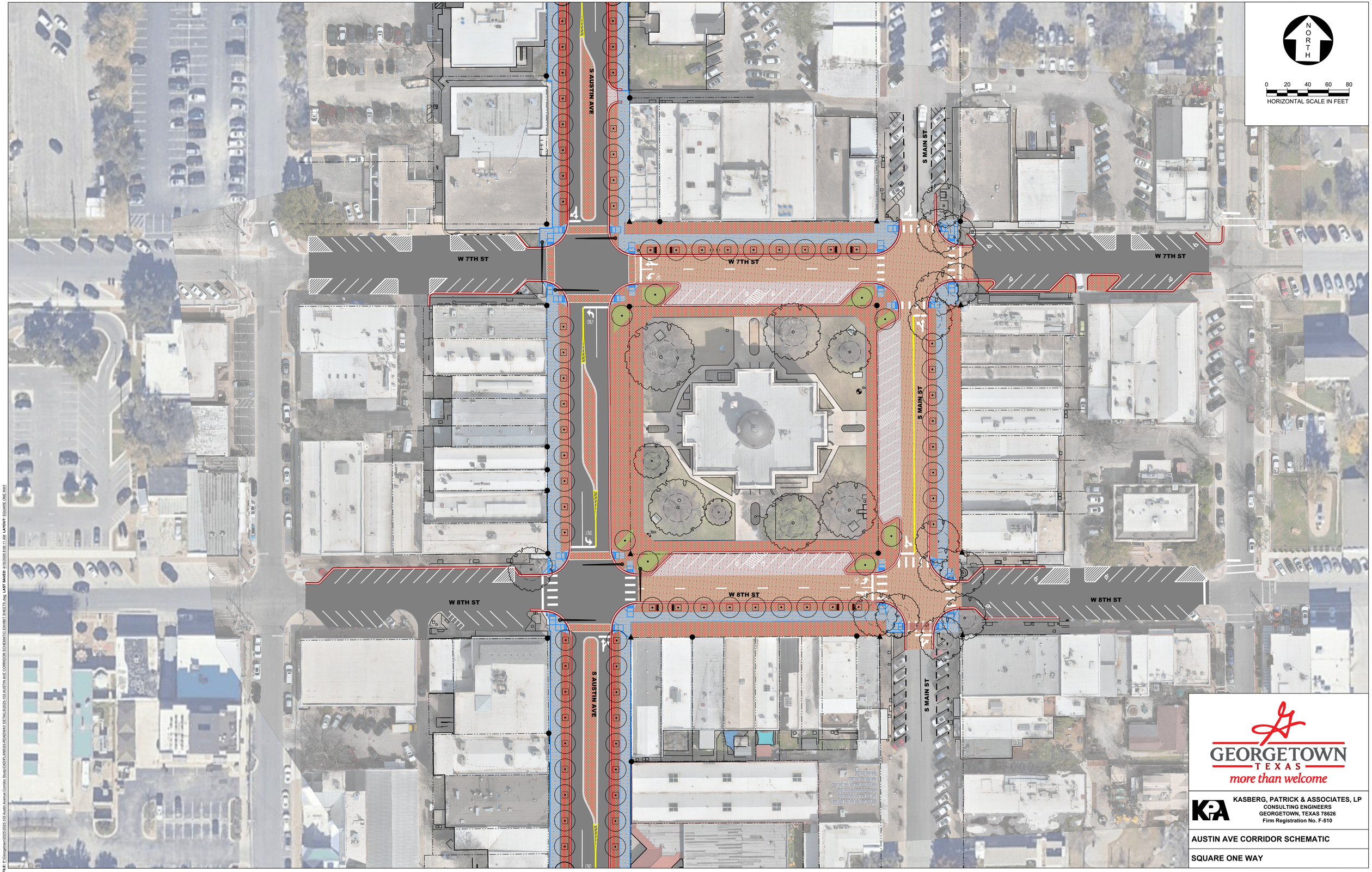


GEORGETOWN
TEXAS
more than welcome

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
Texas Registration No. F-1046
Firm Registration No. F-876

AUSTIN AVE CORRIDOR SCHEMATIC

AUSTIN AVE (3 OF 3)



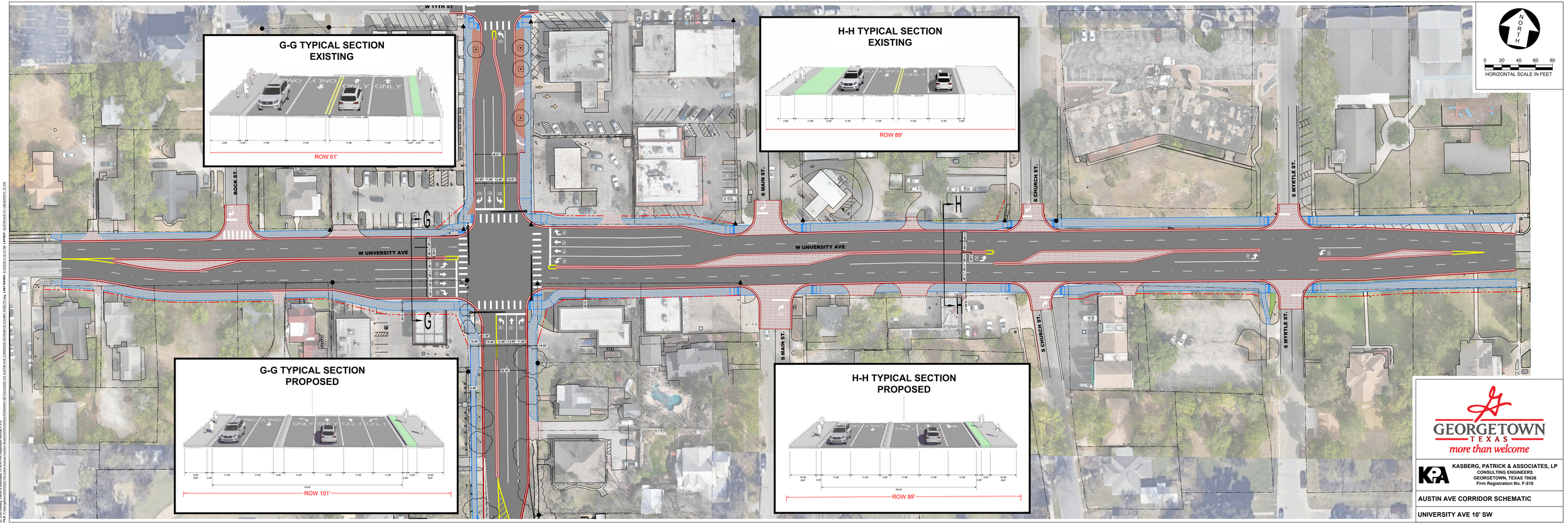
GEORGETOWN TEXAS
more than welcome

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626
Firm Registration No. F-510

AUSTIN AVE CORRIDOR SCHEMATIC

SQUARE ONE WAY

FILE: P:\Georgetown\2020\2020-103 Austin Avenue Corridor Study\CAD\PLANS\03-ROADWAY DETAILS\2020-103 AUSTIN AVE CORRIDOR SCHEMATIC EXHIBIT SHEETS.dwg LAST SAVED: 4/16/2026 8:06:11 AM LAYOUT: SQUARE ONE WAY



GEORGETOWN TEXAS
more than welcome

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626
Firm Registration No. F-510

AUSTIN AVE CORRIDOR SCHEMATIC

UNIVERSITY AVE 10' SW

© 2019 Kasberg, Patrick & Associates, LP KPA Firm Registration Number F-510
FILE E:\Georgetown\20200205-SW Austin Avenue Corridor Study\CADD_AUSTIN AVE CORRIDOR SCHEMATIC SHEETS.dwg LAST SAVED: 4/20/2020 2:45:12 PM LAYOUT: AUSTIN AVE 10' UNIVERSITY 22X36

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
First Amendment to Water Impact Fee Credit Agreement Related to Somerset Hills Development

SUGGESTED ACTION:
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

ITEM SUMMARY:
The original Water Agreement provided Water Impact Fee credits for a Water Master Planned 24" line along the Ronald Reagan roadway frontage of the Somerset Hills single/multifamily development. A portion of the overall property is proposed to be removed from the Water Agreement as it is under contract to be sold to the city for the Northlands Water Reclamation Facility.

The proposed waterline will still be constructed as the property is developed. However, the Somerset Hills developer(s) will not obligated to construct it, nor will they be eligible for any credits associated with that portion of the waterline going forward.

Staff and the landowner/developer(s) all recommend approval of the proposed agreement.

FINANCIAL IMPACT:
No direct financial impact to the city as part of this agreement. The waterline will be constructed as part of the Northlands Water Reclamation facility and funds are included in the proposed FY27 Water Capital Improvement Plan budget.

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

ATTACHMENTS:
First Amendment to Water Impact Fee Credit Agreement (WIFC Somerset Hills PUD)(337079.9).pdf

FIRST AMENDMENT TO
WATER IMPACT FEE CREDIT AGREEMENT

This First Amendment to Water Impact Fee Credit Agreement (this "**Amendment**") is made and executed effective as of _____, 2026 (the "**Amendment Date**"), by and among City of Georgetown, Texas (the "**City**"), Furman Tierra LLC, a Texas limited liability company ("**Furman Tierra**"), GTS Development, L.L.C., a Delaware limited liability company ("**GTS I**"), GTS Development II, L.L.C., a Delaware limited liability company ("**GTS II**"), Georgetown Patio Homes LLC, a Texas limited liability company ("**GPH**"), and Cook Tierra LLC, a Texas limited liability company ("**Cook Tierra**"). Furman Tierra, GTS I, GTS II, GPH, and Cook Tierra are collectively referred to herein as the "**Owners**". The City and the Owners are referred to collectively as the "**Parties**" and "**Party**" means any of the Parties.

RECITALS:

A. The City, Furman Tierra, Plazo Tierra LLC, a Texas limited liability company, ("**Plazo Tierra**"), GPH, and Aaronson Tierra LLC, a Texas limited liability company, entered into that certain Water Impact Fee Credit Agreement dated January 25, 2022 (the "**Agreement**").

B. The Owners are the current owners of all of the Property (as defined in the Agreement) that is subject to the Agreement.

C. Cook Tierra is the current owner of all the Released Property (defined below) and does not own any part of the Property other than the Released Property.

D. The Parties now desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended and modified as follows:

1. **Released Property**. The land described in Exhibit A attached hereto (the "**Released Property**") is hereby fully and finally released from the terms and provisions of the Agreement, and the Agreement is hereby terminated with respect to the Released Property and shall be of no further force or effect as to the Released Property. The Agreement shall remain in full force and effect in accordance with its original terms with respect to the remainder of the Property, and no rights or obligations of any of the Owners of the Property (other than the Released Property) under the Agreement shall be affected by the termination of the Agreement as to the Released Property as provided herein.

2. **Water Transmission Line**. The terms of the Agreement provide for the Water Transmission Line (as defined therein) to end at the eastern property line of the Released Property. Due to the termination of the Agreement with respect to the Released Property as set forth herein, the Parties now desire to modify the definition of the Water Transmission Line to exclude those portions contemplated by the Agreement that were to be located on the Released Property. For all purposes under the Agreement, the Water Transmission Line now means, collectively: (a) the Segment of SC28-01 (as defined in the Agreement), and (b) the Segment of SC23-02 (as defined

in the Agreement), excluding all portions of the Segment SC23-02 that are located on the Released Property. The Water Transmission Line, as so modified, is shown on Exhibit B attached hereto.

3. **Defined Terms**. Any and all capitalized terms used in this Amendment but not expressly defined herein will have the meanings given to them in the Agreement.

4. **Ratification**. Except as modified by this Amendment, the Agreement remains unmodified and in full force and effect in accordance with its original terms. In the event of any conflict or inconsistency between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment will control and govern in all events.

5. **Counterparts**. This Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

6. **Entire Agreement**. The Agreement, as modified by this Amendment, represents and constitutes the Parties' entire agreement and is intended to be a full, final, and complete integration of all prior or contemporaneous agreements between the Parties as to the subject matter thereof.

[The remainder of this page intentionally left blank;
signature pages immediately follow.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the respective acknowledgement dates below to be effective for all purposes on the Amendment Date.

CITY OF GEORGETOWN, TEXAS

By:_____
Name:_____
Title:_____

ATTEST:

By:_____
Name:_____
Title:_____

APPROVED AS TO FORM:

By:_____
Name:_____
Title:_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared _____, an individual [check one] ___ known to me or ___ proved to me through _____ (description of identity card) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2026.

_____
Notary Public, State of TEXAS
Printed name:
Commission expires:

FURMAN TIERRA LLC,
a Texas limited liability company

By:_____
Charles Aaronson,
Vice President

THE STATE OF _____ §
§
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared Charles Aaronson, as Vice President of Furman Tierra LLC, a Texas limited liability company [check one] ___ known to me or ___ proved to me through _____ (description of identity card) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2026.

_____
Notary Public, State of TEXAS
Printed name:
Commission expires:

GTS DEVELOPMENT, L.L.C.,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

THE STATE OF _____ §
§
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____, as _____ of _____, a _____ [check one] ___ known to me or ___ proved to me through _____ (description of identity card) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2026.

_____
Notary Public, State of TEXAS
Printed name:
Commission expires:

GTS DEVELOPMENT II, L.L.C.,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

THE STATE OF _____ §
§
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____, as _____ of _____, a _____ [check one] ___ known to me or ___ proved to me through _____ (description of identity card) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2026.

_____
Notary Public, State of TEXAS
Printed name:
Commission expires:

GEORGETOWN PATIO HOMES LLC,
a Texas limited liability company

By:_____
Charles Aaronson,
President

THE STATE OF _____ §
§
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared Charles Aaronson, as President of Georgetown Patio Homes LLC, a Texas limited liability company [check one] ___ known to me or ___ proved to me through _____ (description of identity card) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2026.

_____
Notary Public, State of TEXAS
Printed name:
Commission expires:

COOK TIERRA LLC,
a Texas limited liability company

By:_____
Charles Aaronson,
Vice President

THE STATE OF _____ §
§
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared Charles Aaronson, as Vice President of Cook Tierra LLC, a Texas limited liability company [check one] ___ known to me or ___ proved to me through _____ (description of identity card) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2026.

_____
Notary Public, State of _____
Printed name:
Commission expires:

<u>After Recording, Please Return to:</u>
Walls Landry Baker & Oliver PLLC
3508 Far West Blvd., Suite 355
Austin, Texas 78731
Attn: Alex Oliver

EXHIBIT A

LEGAL DESCRIPTION OF THE RELEASED PROPERTY

Tract 1:

Being 20.579 acres situated in the Frederick Foy Survey, Abstract Number 229, Williamson County, Texas, and being all of the called 20.57 acre tract of land (Tract 1) conveyed to Cook Tierra LLC, recorded in Document No. 2025103471 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T), and being more particularly described in Exhibit A-1 attached hereto.

AND

Tract 2:

Being 19.766 acres or 861,0004 square feet of land, situated in the Frederick Foy Survey, Abstract Number 229, Williamson County, Texas, and being a portion of a called 189.153 acres tract conveyed to Somerset Hills, Ltd. by Document Number 2004098880 of the O.P.R.W.C.T, which tract is the same as that certain 19.691 acres tract conveyed to Furman Tierra LLC by instrument recorded as Document No. 2024021816 of the O.P.R.W.C.T. Said 19.766 acres tract of land being more particularly described by metes and bounds in Exhibit A-2 attached hereto.

EXHIBIT A-1

LEGAL DESCRIPTION OF TRACT 1

METES AND BOUNDS DESCRIPTION

FOR A 20.579 ACRE TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE CALLED 20.57 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO COOK TIERRA LLC, RECORDED IN DOCUMENT NO. 2025103471 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 20.579 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF FEBRUARY 2026, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap marked "FOREST RPLS 1847" monumenting the southeast corner of said 20.57 acre Cook Tierra LLC tract and the southwest corner of the called 99.60 acre tract of land conveyed to PLA Capital, LLC – Series Tract I (Grantee # 1), recorded in Document No. 2020163208 of the Official Public Records of Williamson County, Texas, same being on the north boundary line of the called 10.8151 acre tract of land (Exhibit D) conveyed to Williamson County, Texas, recorded in Document No. 2010006962 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of Ronald W. Reagan Boulevard (260' right-of-way width at this point), for the southeast corner and **POINT OF BEGINNING** hereof, from which an iron rod found with cap marked "MCKIM & CREED" on the curving south boundary line of said 99.60 acre PLA Capital, LLC – Series Tract I tract, the north boundary line of said 10.8151 acre Williamson County, Texas tract and said north right-of-way line of Ronald W. Reagan Boulevard, bears N 73°49'06" E for a distance of 678.89 feet;

THENCE, with the south boundary line of said 20.57 acre Cook Tierra LLC tract and said north right-of-way line of Ronald W. Reagan Boulevard, in part with said north boundary line of the 10.8151 acre Williamson County, Texas tract, and in part with the north boundary line of the called 51.41 acre tract of land (Exhibit B), conveyed to Williamson County, Texas, recorded in said Document No. 2010006962, the following four (4) Courses and distances:

1. With a curve to the right an arc length of **46.76 feet**, said curve having a radius of **2870.00 feet**, a delta angle of **0°56'01"** and a chord which bears **S 81°17'34" W** for a distance of **46.76 feet** to a 2" metal fence post found on the end of this curve;

2. **S 08°40'19" E** for a distance of **20.11 feet** to a 1/2" iron rod found;

3. With a curve to the right an arc length of **649.64 feet**, said curve having a radius of **2890.00 feet**, a delta angle of **12°52'46"** and a chord which bears **S 87°59'07" W** for a distance of **648.27 feet** to a cotton gin spindle found on the end of this curve;

4. **N 85°35'06" W** passing at a distance of 928.37 feet a 1/2" iron rod found 0.18 feet north of this line, continuing for a total distance of **1250.56 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the southwest corner of said 20.57 acre Cook Tierra LLC tract and the southeast corner of Caldicot Lane as

dedicated by Somerset Hills Phase B, a subdivision recorded in Document No. 2025044853 of the Official Public Records of Williamson County, Texas, for the southwest corner hereof, from which a 1/2" iron rod found on said north boundary line the 51.41 acre Williamson County, Texas tract and said north right-of-way line of Ronald W. Reagan Boulevard, same being on the south boundary line of Lot 18, Block I of said Somerset Hills Phase B, bears N 85°35'06" W for a distance of 133.94 feet;

THENCE, with the west boundary line of said 20.57 acre Cook Tierra LLC tract and the east right-of-way line of said Caldicot Lane, the following six (6) courses and distances:

1. **N 41°39'50" W** for a distance of **36.09 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING";

2. With a curve to the left an arc length of **71.24 feet**, said curve having a radius of **325.00 feet**, a delta angle of **12°33'35"** and a chord which bears **N 06°14'12" W** for a distance of **71.10 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on a point or reverse curvature of a curve to the right;

3. With said curve to the right an arc length of **35.56 feet**, said curve having a radius of **25.00 feet**, a delta angle of **81°30'22"** and a chord which bears **N 28°14'31" E** for a distance of **32.64 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on a point of reverse curvature of a curve to the left;

4. With said curve to the left an arc length of **3.15 feet**, said curve having a radius of **325.00 feet**, a delta angle of **0°33'18"** and a chord which bears **N 68°28'21" E** for a distance of **3.15 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the end of this curve;

5. **N 68°26'42" E** for a distance of **4.16 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING";

6. **N 21°33'28" W** for a distance of **61.48 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the northwest corner of said 20.57 acre Cook Tierra LLC tract and the most easterly northeast corner of said Caldicot Lane, same being on the south boundary line of the called 7.2414 acre tract of land (Exhibit A) conveyed to the City of Georgetown, Texas, recorded in Document No. 2009060884 of the Official Public Records of Williamson County, Texas, for the northwest corner hereof, from which an iron rod found with cap marked "SURVCON" monumenting the southwest corner of said 7.2414 City of Georgetown, Texas tract and an interior ell corner of said Somerset Hills Phase B, bears S 68°26'34" W for a distance of 74.97 feet;

THENCE, **N 68°26'34" E** with the northwest boundary line of said 20.57 acre Cook Tierra LLC tract, in part with said south boundary line of the 7.2414 acre City of Georgetown, Texas tract and in part with the south boundary line of the called 12.7586 acre tract of land (Exhibit B) conveyed to the City of Georgetown, Texas, recorded in said Document

No. 2009060884, passing at a distance of 256.63 feet an iron rod found with cap marked "SURVCON" monumenting the southeast corner of said 7.2414 acre City of Georgetown, Texas tract and the southwest corner of said 12.7586 acre City of Georgetown, Texas, tract, continuing for a total distance of **928.06 feet** to an iron rod found with cap marked "FOREST RPLS 1847" monumenting the north corner of said 20.57 acre Cook Tierra LLC tract, the southeast corner of said 12.7586 acre City of Georgetown, Texas tract, same being on an angle point in the west boundary line of said 99.60 acre PLA Capital, LLC – Series Tract I tract, for the north corner hereof;

THENCE, **S 81°06'51" E** with the northeast boundary line of said 20.57 acre Cook Tierra LLC tract and said west boundary line of the 99.60 acre PLA Capital, LLC – Series Tract I tract, for a distance of **984.32 feet** to an iron rod found with illegible cap monumenting the northeast corner of said 20.57 acre Cook Tierra LLC tract and an interior ell corner of said 99.60 acre PLA Capital, LLC – Series Tract I tract, for the northeast corner hereof;

THENCE, with the east boundary line of said 20.57 acre Cook Tierra LLC tract and said west boundary line of the 99.60 acre PLA Capital, LLC – Series Tract I tract, the following three (3) courses and distances:

1. **S 21°23'05" E** for a distance of **257.19 feet** to a mag spike nail found monumenting the beginning of a curve to the right;

2. With said curve to the right an arc length of **98.45 feet**, said curve having a radius of **470.00 feet**, a delta angle of **12°00'05"** and a chord which bears **S 15°22'01" E** for a distance of **98.27 feet** to a mag spike nail found on the end of this curve;

3. **S 09°25'01" E** for a distance of **88.68 feet** to the **POINT OF BEGINNING** hereof and containing 20.579 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00015.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

February 9, 2026

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Z:\FREESE AND NICHOLS INC\GEORGETOWN NORTHLANDS WWTP 2024-58_COGT LTS\NORTHLANDS RONALD REAGAN BLVD 20.579 ACRE M&B 20260209.doc

EXHIBIT A-2

LEGAL DESCRIPTION OF TRACT 2

BEING 19.766 ACRES OR 861,004 SQUARE FEET OF LAND, SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NUMBER 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 189.153 ACRES TRACT CONVEYED TO SOMERSET HILLS, LTD BY DOCUMENT NUMBER 2004098880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) WHICH TRACT IS THE SAME AS THAT CERTAIN 19.691 ACRES TRACT CONVEYED TO FURMAN TIERRA, LLC BY INSTRUMENT RECORDED AS DOCUMENT No. 2024021816, O.P.R.W.C.T. SAID 19.766 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 83/90 HARN DATUM WITH ALL DISTANCES SHOWN HEREON CONVERTED TO SURFACE VALUES BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.000143965.

BEGINNING, AT A FOUND 1/2-INCH IRON ROD WITH NO CAP, FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT, BEING THE NORTHEAST CORNER OF SAID 189.153 ACRES TRACT, SAME BEING A CORNER IN THE WEST LINE OF A CALLED 36.909 ACRES TRACT CONVEYED TO GRACE EVA PROPERTIES, LLC BY DOCUMENT NUMBER 2021050701, O.P.R.W.C.T., AND SAME BEING A CORNER IN THE EAST LINE OF A CALLED 99.60 ACRES TRACT CONVEYED TO PIA CAPITAL, LLC – SERIES TRACT I BY DOCUMENT NUMBER 2020163208, O.P.R.W.C.T.;

THENCE, SOUTH 21 DEGREES 32 MINUTES 48 SECONDS EAST, ALONG THE LINE COMMON TO THE WEST LINE OF SAID 36.909 ACRES TRACT AND THE EAST LINE OF SAID 189.153 ACRES TRACT, A DISTANCE OF 965.65 FEET PAST A FOUND 1/2-INCH IRON ROD WITH CAP STAMPED "RPLS 5184" AT THE SOUTHWEST CORNER OF SAID 36.909 ACRES TRACT, THENCE A TOTAL DISTANCE OF 990.07 FEET TO A FOUND 1/2-INCH IRON ROD WITH CAP STAMPED "STANLEY" BEING A POINT IN THE NORTH RIGHT-OF-WAY OF RONALD REAGAN BOULEVARD (WIDTH VARIES) AS RECORDED IN DOCUMENT NUMBER 2010006962, O.P.R.W.C.T.;

THENCE, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID RONALD REAGAN BOULEVARD, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 32 DEGREES 51 MINUTES 33 SECONDS WEST, A DISTANCE OF 221.83 FEET TO A FOUND 1/2-INCH IRON ROD WITH CAP STAMPED "STANLEY" FOR A NON-TANGENT POINT OF CURVATURE, AND

2. 1721.79 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2890.00 FEET, A CENTRAL ANGLE OF 34 DEGREES 08 MINUTES 07 SECONDS, A CHORD BEARING OF SOUTH 49 DEGREES 55 MINUTES 31 SECONDS WEST, AND A CHORD DISTANCE OF 1696.44 FEET TO A FOUND 1/2-INCH IRON ROD WITH CAP STAMPED "STANLEY", AND

3. NORTH 23 DEGREES 00 MINUTES 25 SECONDS WEST, A DISTANCE OF 20.80 FEET TO A FOUND 1/2-INCH IRON ROD WITH CAP STAMPED "STANLEY", SAID POINT BEING IN THE SOUTHEAST LINE OF SAID 99.60 ACRES TRACT;

THENCE, ALONG THE LINE COMMON TO THE NORTHWEST LINE OF SAID 189.153 ACRES TRACT AND THE SOUTHEAST LINE OF SAID 99.60 ACRES TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. NORTH 44 DEGREES 00 MINUTES 37 SECONDS EAST, A DISTANCE OF 313.71 FEET TO A FOUND 1/2-INCH IRON ROD WITH CAP STAMPED "STANLEY", AND

2. NORTH 27 DEGREES 39 MINUTES 37 SECONDS EAST, A DISTANCE OF 1,395.88 FEET TO A FOUND 60D NAIL, AND

3. NORTH 19 DEGREES 15 MINUTES 37 SECONDS EAST, A DISTANCE OF 581.96 FEET TO A FOUND 1/2-INCH IRON ROD WITH CAP STAMPED "STANLEY", AND

4. NORTH 01 DEGREES 43 MINUTES 00 SECONDS EAST, A DISTANCE OF 168.93 FEET TO THE POINT OF BEGINNING, CONTAINING 19.766 ACRES OR 861,004 SQUARE FEET OF LAND, MORE OR LESS.

JORGE FERNANDEZ
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6077
MCKIM & CREED, INC.
8920 BUSINESS PARK DRIVE, SUITE 150, AUSTIN, TX 78759
TBPLES FIRM NO. 10177601
EMAIL: JFERNANDEZ@MCKIMCREED.COM
DATE: 2024-09-11

EXHIBIT B

DEPICTION OF WATER TRANSMISSION LINE

[See attached four (4) pages]

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Interlocal Agreement for Automatic Aid for Emergency Medical Services

SUGGESTED ACTION:
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

ITEM SUMMARY:
This Interlocal Agreement establishes a coordinated automatic aid system among participating agencies to ensure the nearest available emergency medical services (EMS) unit responds to incidents, regardless of jurisdictional boundaries. The agreement is authorized under Chapter 791 of the Texas Government Code.
The agreement outlines operational guidelines, response expectations, liability provisions, and procedures for automatic and mutual aid. Automatic aid applies to the initial 12-hour operational period, after which responses may transition to mutual aid if additional support is required.
This agreement replaces any prior automatic aid arrangements among the participating entities and formalizes regional coordination to improve response times and service delivery.

FINANCIAL IMPACT:

SUBMITTED BY:
Monica Heyward, Fire Department

ATTACHMENTS:
EMS Automatic Aid Agreement - FINAL DRAFT.pdf
01APR26 EMS Auto Aid Operational Guidelines For Legal Review.pdf

STATE OF TEXAS §
§
WILLIAMSON COUNTY §

INTERLOCAL AGREEMENT FOR AUTOMATIC AID FOR EMERGENCY MEDICAL SERVICES

This Interlocal Agreement for Automatic Aid of Emergency Medical Services ("Agreement") is entered into by and between **Williamson County** ("Williamson County"), Travis County ("Travis County"), the **City of Georgetown** ("the City of Georgetown"), and **City of Austin** ("City"), and **Travis County Emergency Services District One and District Two** ("ESDs") pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ch. 791.001, *et seq*. The County, City, and ESDs may each be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Parties recognize the importance of providing timely and efficient emergency medical services to the residents of their respective jurisdictions;

WHEREAS, the Parties acknowledge that certain emergency situations may exceed the capabilities and resources of any single Party to provide such timely and efficient medical services;

WHEREAS, it is in the best interest of all Parties to collaborate and support each other during emergency situations, regardless of the jurisdictional boundaries among the Parties;

WHEREAS, the Parties desire to establish a comprehensive arrangement for the automatic coordination of aid in accordance with the terms of this Agreement;

WHEREAS, the Parties are authorized to enter into this agreement in all respects pursuant to TEX. GOV'T CODE ANN., ch. 791;

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the Parties agree as follows:

TERMS

Section 1. Responsibilities of the Parties

A. Operational Guidelines

i. The Parties have established an Automatic Aid Operational Guideline and Procedure ("Operational Guidelines"), attached hereto as **Exhibit A**. The Parties shall abide by the Operational Guidelines, and any subsequent amendment to the Operational Guidelines shall automatically be incorporated into this Agreement.

ii. The Parties agree to cooperate in executing any further or subsidiary agreements as may be required.

B. Automatic Aid

i. In accordance with the Operation Guidelines, the Parties agree to automatically dispatch the nearest available emergency medical service (EMS) unit(s) to the scene of an emergency situation within the Service Area, as shown in the Standard Operating Guideline (SOG). A Party shall respond only to the extent that an EMS unit is readily available.

ii. As soon as possible after the emergency situation is stabilized, all outside jurisdictional Parties are to be released.

i. An automatic aid response is considered the first operational period of twelve (12) hours. Nothing in this Agreement obligates a Party responding to an emergency situation to remain on scene for more than the first operational period.

ii. Any response after twelve (12) hours will be considered a mutual aid response and subject to reimbursement, as provided by law or by written agreement.

iii. Nothing in this Agreement shall preclude any Party from seeking reimbursement of expenses from third parties, or other appropriate entities, including but not limited to local, state, or federal governmental agencies, as appropriate. All Parties shall follow their existing billing practices as if they were in their individual jurisdiction.

iv. Calls outside the Service Area or outside the call types listed in the SOG for automatic aid shall be considered requests for mutual aid, and dispatching available units is made at the sole discretion of the assisting Party.

C. Liability

i. Each Party shall be responsible for any injuries or death to its own employees and volunteers while performing services under this Agreement. A Party shall not be liable for benefits or any other compensation for injuries to or death of any other Party's employees or volunteers while performing services under this Agreement. An employee or volunteer shall be deemed to be performing services under this Agreement when en route to, en route from, or at the scene of a call or emergency situation.

ii. Pursuant to the terms of Section 791.006(a-1) of the Texas Government Code, the Parties agree that any civil liability, including for purposes of determining civil liability for non-party claims, the act of any person or persons while providing emergency services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the Party performing such act. The payment of any and all civil or other liability, including liability on the basis of negligence, resulting from the furnishing of services under this Agreement is the responsibility of the Party whose employee or volunteer performs such act. This shall specifically include, but not be limited to, the payment of court costs, expenses, and any attorney's fees recoverable from any such claim or lawsuit. The Parties agree that the assignment of liability described by this Section is intended to be different than liability otherwise assigned under Section 791.006(a) of the Texas Government Code.

iii. It is expressly understood and agreed that the entering into and execution of this Agreement does not waive, modify, or alter, nor shall be deemed to waive, modify, or alter, any

immunity or defense that would otherwise be available to a Party under this Agreement, or available to its employees or volunteers.

D. All Parties agree that all funds used under this Agreement shall be from current fiscal funds appropriated and available for the performance of emergency medical services for that Party.

Section 2. Term and Termination

A. Term

i. The initial term of this Agreement shall commence upon execution by all parties and shall continue in effect until September 30, 2027 ("Initial Term"). At the end of the Initial Term, the Agreement shall automatically renew for successive one-year terms (each a "Renewal Term"), until terminated by all Parties.

ii. A Party may choose not to renew the Agreement by providing written notice to the other Parties at least thirty (30) days prior to the next Renewal Term. If a Party chooses not to renew this Agreement, that decision has no effect on the validity and continuing applicability of the Agreement on the remaining Parties. Should a Party choose not to renew this Agreement, the responsibilities and obligations under this Agreement shall cease on the day before the applicable Renewal Term, except for any financial obligations incurred hereunder prior to non-renewal.

B. Termination

i. A Party may terminate its participation in this Agreement, with or without cause, by providing at least one hundred twenty (120) days' written notice to the other Parties. A Party's decision to terminate its participation in this Agreement shall have no effect on the validity and continuing applicability of this Agreement to the remaining Parties. Should a Party exercise its right to terminate for convenience, its legal responsibilities to, and obligations under this Agreement shall cease as of the termination date, except for any financial obligations incurred hereunder prior to termination.

ii. Should a Party fail to comply with the terms and conditions of this Agreement or the Operational Guidelines, as amended, after ten (10) days' written notice from the Central Texas Regional EMS Auto-Aid Committee to the defaulting Party, that Party's participation in this Agreement will be immediately terminated upon majority vote of the remaining Parties.

Section 3. Miscellaneous

C. Non-Assignability. None of the Parties shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Parties.

D. Notice. Notice shall be provided by certified mail, return receipt requested, at the following addresses:

i.	Williamson County:	Williamson County ATTN: County Judge 710 S. Main Street Ste. 101 Georgetown, Texas 78626
ii.	Travis County:	Travis County ATTN: County Judge P. O. Box 1748 Austin, Texas 78767-1748 With copy to: Travis County ATTN: County Executive – Emergency Services P. O. Box 1748 Austin, Texas 78767-1748
iii.	City of Georgetown:	City of Georgetown ATTN: City Manager P.O. Box 409 Georgetown, Texas 78627 david.morgan@georgetown.org With a copy to: City of Georgetown ATTN: City Attorney P.O. Box 409 Georgetown, Texas 78627 skye.masson@georgetown.org
iv.	City of Austin:	City of Austin ATTN: City Manager P. O. Box 1088 Austin, Texas 78767 With copy to: City of Austin ATTN: Chief – Austin Travis County EMS P. O. Box 1088 Austin, Texas 78767
v.	Travis County ESD No. 1:	Travis County ESD No. 1 ATTN: Fire Chief 20624 FM 1431 Suite 5 Lago Vista, Texas 78645

vi. Travis County ESD No. 2: Travis County ESD No. 2
ATTN: Fire Chief
203 E. Pecan Street
Pflugerville, Texas 78660

E. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association, or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. No Party shall be considered to be an agent of another Party, and nothing in this Agreement shall be deemed to create an employment relationship between any of the Parties.

F. Compliance With All Laws. The Parties agree to comply with all applicable state, local, and federal laws and regulations in the provision of services under this Agreement.

G. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

H. Entire Agreement. This Agreement contains the entire agreement between the Parties. This Agreement supersedes any previous automatic aid agreement between the Parties. Any previous statement or understanding regarding automatic aid that is not included in this Agreement shall be of no force or effect until executed as an amendment to this Agreement.

I. Amendments. Any changes, modifications, revisions, or amendments to this Agreement that are mutually agreed upon by the Parties to this Agreement shall be incorporated by written instrument, executed, and signed by all Parties to this Agreement with the same approvals, certifications, submissions, and other requirements applicable to the original Agreement.

J. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement shall not be affected.

K. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original, and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

L. Dispute Resolution. Each of the Parties agrees that in the event of a dispute arising out of this Agreement with another Party, the disputing Parties shall first attempt resolution through mediation by a mediator mutually agreed upon by the disputing parties.

SIGNATURES TO FOLLOW

TRAVIS COUNTY

By: _____

Andy Brown, County Judge

Date: _____

WILLIAMSON COUNTY

By: _____

Steven Snell, County Judge

Date: _____

CITY OF AUSTIN

By: _____

T.C. Broadnax, City Manager

Date: _____

CITY OF GEORGETOWN

By: _____

Josh Schroeder, Mayor

Date: _____

ATTEST:

_____

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

TRAVIS COUNTY ESD 1

By: _____

Donnie Norman, Fire Chief

Date: _____

TRAVIS COUNTY ESD 2

By: _____

Nick Perkins, Fire Chief

Date: _____

EMS Automatic Aid Agreement
Travis and Williamson County Agencies
Operational Guidelines

I. PURPOSE

To establish operational guidelines that will address the basic provision of emergency service response into the designated service areas identified within the Travis and Williamson County Automatic Aid Agreement(s).

II. BACKGROUND

Each agency participating in an Automatic Aid Agreement agrees that automatic aid provides for the most efficient and effective delivery of emergency response services to the citizens of our respective jurisdictions.

However, all agencies must operate under an Incident Command System (ICS) that is National Incident Management System (NIMS) compliant as promulgated by the U.S. Department of Homeland Security. In order for there to be a core standard when it comes to an ICS, all agencies participating in this agreement agree to utilize terminology and practices consistent with the "Blue Card" certification system where applicable.

These guidelines shall be reviewed at least annually by the participating agencies. Any revisions shall require prior notification, review, and approval from all participating agencies.

III. DEFINITIONS

- "Automatic Aid" is an agreement between jurisdictions to respond the nearest available unit(s) to mitigate an emergency situation.

- "Certified Personnel" are certified as Emergency Medical Technician or above by the Texas Department of State Health Services (TDSHS).

- "Staffing of Units" involves TDSHS certified personnel credentialed by their Medical Director. Students do not count towards staffing. Certified personnel with a provisional credential at their certification level may be counted towards staffing when directly supervised by an appropriately credentialed Field Training Officer per the Medical Director's standards.

IV. PROCEDURE

A. Response

1. AHJs shall utilize the agreed upon regional Standard Operating Guidelines and incorporate these policies into their departmental policies and procedures. Until common Standard Operating Guidelines (SOGs) can be established that incorporate all of the safety elements found within the current SOGs of all AHJs that ensure use of common terminology, standard definitions, common strategies and tactics, standardized procedures, and incident management, AHJs will continue to utilize their current agency based operating guidelines. The following list outlines future guidelines the agencies believe will be developed however this list is non-exhaustive and relevant SOGs may be added, revised, or deleted as the development process progresses.

    a. Central Texas Regional EMS Guideline #E1 – Incident Management System
    b. Central Texas Regional EMS Guideline #E2 – Radio Communications
    c. Central Texas Regional EMS Guideline #E3 – Fireground Medical Support
    d. Central Texas Regional EMS Guideline #E4 – Vehicle Rescue
    e. Central Texas Regional EMS Guideline #E5 – Mass Casualty Incident
    f. Central Texas Regional EMS Guideline #E6 – Active Attack Incidents

2. Each Authority Having Jurisdiction (AHJ) shall determine the appropriate response plans for the alarm types within their jurisdiction except as described in Sections A. Per the Automatic Aid Agreement, these response plans shall be rostered with the geographically closest and most resource appropriate unit(s) based upon resource typing within the Computer Aided Dispatch (CAD) system, regardless of jurisdiction.

3. The first arriving unit at an incident, regardless of type or jurisdiction, shall establish Incident Command and follow the applicable Central Texas Regional Procedures. All later arriving units shall also follow the applicable Central Texas Regional policies or follow directions from Incident Command.

4. Regardless of jurisdiction, Incident Command shall have the authority to reduce/upgrade the response level (Code 1 or Code 3) of all incoming units and may cancel/upgrade the response of units based upon conditions found on scene. However, the AHJ in which the incident is located may continue the response of a unit(s) if required by the AHJ's SOGs.

5. In addition to the command elements assigned to an incident, any AHJ may respond to a command element on a response into another jurisdiction when

that department has units assigned to an incident. Upon arrival, they shall report to the Command Post upon arrival and will confer with Command regarding the current Incident Action Plan (IAP) for the incident. The Auto Aid department's command element shall then be assigned to an IMS role that best affords the management and supervision of the assisting jurisdiction's units. Examples of possible assignments include Unified Command, Operations, Safety Officer, Branch Director, Division/Group Supervisor, or a Single Resource Unit Leader. If the Auto Aid command element does not concur with the IAP due to unsafe acts, orders or conditions he/she has the authority to remove that jurisdiction's units from an IDLH atmosphere or other unsafe assignment.

6. Any personnel, EMS Supervisor, or command level officer on the emergency scene, regardless of assignment, has a duty to immediately stop an unsafe act or, to communicate an unsafe condition to Command. The personnel, EMS supervisor, or command level officer who stops the unsafe act, must immediately communicate their actions to Command.

7. When appropriate, the AHJ may assume Incident Command for all multi-unit responses. The arrival of the AHJ on the incident scene does not mean that Command should be automatically transferred to the AHJ. Command should only be transferred when the AHJ is completely aware of the position and function of crews operating at the scene and understands the overall Incident Action Plan (IAP).

8. Any Auto Aid department may limit resources in their response plan which respond into other jurisdictions to ensure the maintenance of coverage in their home jurisdiction. Alternatively, AHJs may request "move ups" from other AHJs to provide coverage.

9. A Post-Incident Review (PIR) will normally be conducted on any Auto Aid incident where more than 2 transport units were utilized on the incident. The PIR will include units and command elements from all assisting jurisdictions. The CAFCA auto aid sub-committee will utilize an EMS regional policy committee as a standing committee for annual review of all EMS regional policies. This sub-committee will use PIR information to evaluate the Operational Guidelines and regional policies in order to make recommendations for possible revisions.

10. In jurisdictions where medical emergencies are not prioritized, responses shall be handled by the geographically closest available unit. In jurisdictions where medical emergencies are prioritized, the geographically closest available unit shall only respond to Priority 1 call types. Priority 2 through 5 call types shall be handled by the AHJ.

11. This automatic aid agreement shall cover only the first twelve (12) hours of an event. After twelve (12) hours the involved agencies may request reimbursement as outlined within section III E of this document.

B. Staffing

Each agency shall determine the appropriate personnel staffing numbers for their respective units. However, in order for units to be available to be resourced into the response plans of another agency's jurisdiction transport ambulances must be staffed at the Mobile Intensive Care Unit level.

C. Training

Neighboring AHJs should train together as often as possible (recommended quarterly), to assure comfort and conformity with the SOGs of the other agency(s). The goal of this training is to provide consistent, efficient, effective, and safe operations on the emergency scene.

1. Agencies may cooperatively develop and deliver continuing education (CE) appropriate to their jurisdiction
2. Participate in both formal and impromptu cross-agency multi-company drills
3. Maintain both agency and state required CEs

D. Certifications of Personnel

It is the responsibility of the AHJ's Medical Director to define and oversee the credentialing of personnel. All personnel must complete NIMS 100, 200, 700, 800.

E. Reimbursement

1. Agencies may bill each other for extended operations (beyond twelve (12) hours) on incidents that utilized automatic aid. The billing documentation must follow the same guidelines used for FEMA reimbursements and may include:

    a. Labor cost for time actually assigned to the incident
    b. Overtime calculations per FLSA
    c. Fringe benefit costs
    d. Apparatus and equipment usage
    e. Costs for any materials used during the emergency event

2. Supporting documentation shall be required and standardized FEMA usage rates shall apply.

F. Equipment and Apparatus

Each AHJ shall standardize equipment as much as practical and should communicate any major equipment compatibility issues to their neighboring agency(s) and the Travis-Williamson County EMS Automatic Aid Subcommittee.

G. Dispatch Protocols

Dispatching protocols shall be coordinated through each AHJ and their respective PSAPs. Response plans from each AHJ shall be distributed to the participating automatic aid agencies as well as to the Travis-Williamson County EMS Automatic Aid Subcommittee.

H. Quality Improvement

Where questions arise regarding aspects of clinical care provided in an Auto-Aid response, the AHJs shall rely upon established regional processes to share information within organized Quality Improvement committees. The proceedings and records of these organized Quality Improvement committees shall remain confidential and are not subject to disclosure by court subpoena or otherwise to the extent permitted under Texas Health and Safety Code §773.095, 42 USC § 11101, or other applicable laws.

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Grant Application for American Public Power Association's DEED Scholarship 2026

SUGGESTED ACTION:
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

ITEM SUMMARY:
The objective of the grant is to provide funds for an internship paid for by the American Public Power Association (APPA) for the student to obtain the necessary knowledge, training, and work attitude to create a documented process to analyze electric system data pertaining to Power Quality studies.

FINANCIAL IMPACT:
The internship scholarship is worth $4,000 to be to the intern by APPA.

SUBMITTED BY:
Rene Bywater-Barajas, Electric Department

ATTACHMENTS:
Approval_Form_2818_ Electric Engineering Internship - City of GeorgetownPacket (1).pdf

2818: Electric Engineering Internship - City of Georgetown

2026 Spring Student Internship Application

Georgetown Utility Systems

Jose Espinoza Torres System Planning and Engineering

Jose.EspinozaTorres@georgetowntexas.gov
O: 512-638-0010

Approval Form

Internship Information

Internship Title*

Please keep title as concise as possible.

2818: Electric Engineering Internship - City of Georgetown

Brief, Basic, Non-technical Description*

Please provide a brief (couple of sentences) description of your proposed internship. You will be required to provide a more elaborate description of the proposed internship later in the application.

Internship opportunity for students interested in obtaining insight into the electric utility world. The student will be working with engineering team that conducts system planning, system protection, and power studies.

Access DB ID

(For administrative use only)

Contract Execution Date

Administrative use only

Termination Date (If Applicable)

Abstract

(For administrative use only)

Proposed Completion Date (mm/yyyy)

06/2026

Internship Category*

Please choose the 3 keywords that best describe your proposed internship. The first drop down menu will offer broad categories. The second will get slightly more detailed, and the third drop down will be the most detailed.

Broad category descriptions: "Utility Operations" - Covers engineering and operations projects such as those related to generation, transmission, and distribution. These primarily focus on the delivery of electricity to the customer up to the meter)

"Customer" - Covers topicsthat primarily focus on a customer's usage of energy that has been delivered by the utility. It focuses on energy usage issues "on the other side of the electric meter" which might include small distributed generation.

If nothing fits your proposed Internship, please use your own keywords in the text box below labeled "Internship Category - Other."

1. Utility Operations > Distribution > Power quality

Internship Category - Other

If you answered "Other" above, or none of the drop down menus fit your proposed internship, please offer a few other keywords to describe your proposed internship. Use this suggested list of internship categories to help determine the other keywords.

Geographic Region*

REGION 4 (AR, LA, OK, and TX)

Sponsoring DEED member company's name*

Student applicants must receive sponsorship from a DEED member.

City of Georgetown

Name of sponsor from DEED member*

Jose Espinoza Torres

Title of sponsor from DEED member*

Engineering Supervisor

Course of Study

Expected Graduation Date

Please provide the expected graduation date in mm/yyyy format.

Student Information

Student Name

N/A

Student Phone Number
N/A

Student Email Address
N/A

Student Street Address Line 1
N/A

Student Street Address Line 2
N/A

Student City
N/A

Student State (Abbreviation)

Student Zip Code

Student's Educational Institution Information

Name of Educational Institution
N/A

Name of Department Head from Educational Institution
N/A

Title of Department Head from Educational Institution
N/A

Email Address of Department Head from Educational Institution

N/A

Phone Number of Department Head from Educational Institution

N/A

Mailing Address of Educational Institution

N/A

Award Information

Grant Type*

Installment

Decision Date*

04/03/2026

Amount Awarded*

$4,000.00

File Attachment Summary

Applicant File Uploads

No files were uploaded

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Task Order for Professional Services at Bluffview Trail

SUGGESTED ACTION:
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

ITEM SUMMARY:
The development of Bluffview Trail, a segment of the South San Gabriel River Trail, was identified in the 2022 Parks and Recreation Master Plan. This project will create a connection from the recently constructed Bluffview Trail Access Point, which was developer built, through Lyndoch Park to the South San Gabriel River Trail corridor.

Planned improvements include a 10-foot-wide concrete trail, a low water crossing, and associated site furnishings to support user experience and accessibility. Concrete is proposed as the trail surface due to its durability, low long-term maintenance requirements, and improved performance in flood-prone areas.

Lyndoch Park is a 36-acre parcel located along the South San Gabriel River. The property was dedicated to the City in 1995 through the parkland dedication process and represents a key natural asset within the community.

This task order is proposed under Master Services Agreement 24-0179-MSA with Covey Landscape Architects. Covey Landscape Architects has successfully completed professional services for previous projects in Georgetown and is currently providing design services for the South San Gabriel River Trail at Wolf Ranch, which Bluffview Trail will connect to.

Professional design consulting services for this project will include landscape architecture, civil engineering, and structural engineering. Design support services will include surveying, geotechnical investigation, hydraulic and hydrologic modeling and analysis, and environmental services.

FINANCIAL IMPACT:
Funded through Parkland Dedication Special Revenue Fund

SUBMITTED BY:
Amy Castillo, Parks and Recreation

ATTACHMENTS:
CLA-26-001 South San Gabriel River Trail - Lyndoch Park Connection_Covey Signed.pdf

TASK ORDER

Task Order No. CLA-26-001-TO
consisting of 9 pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and Covey Landscape Architects ("Landscape Architect") for Professional Services – Task Order Edition, dated _____ ("Agreement"), Owner and Landscape Architect agree as follows:

1. **Specific Project Data**

   A. Title: South San Gabriel River Trail – Lyndoch Park Connection

   B. Description: The South San Gabriel River Trail – Lyndoch Park Connection project in Georgetown, Texas seeks to provide a 10' width trail connection from the existing South San Gabriel River Trail stub at the Wolf Ranch River Camp Amenity Center, across the Southfork of the San Gabriel River via a low water crossing, extend West through Lyndoch Park, and connect into the recent completion of the Bluffview Subdivision Trail stub. (Reference Exhibit C).

   C. City of Georgetown Project Number: Project # 0001132

   D. City of Georgetown General Ledger Account No.: #_____

   E. City of Georgetown Purchase Order No.: _____

   F. Master Services Agreement, Contract Number: 24-0179-MSA

2. **Services of Landscape Architect**

   See Exhibit A, Scope of Services, attached

3. **Owner's Responsibilities**

   Owner shall have those responsibilities set forth in the Agreement subject to the following:

4. **Times for Rendering Services**

Phase	Completion Date
Concept Design / Design Development	April 2026
Construction Documentation	August 2026
Environmental Design & Permitting	April 2027
Bidding	May 2027
Construction	October 2027

5. **Payments to Landscape Architect**

A. Owner shall pay Landscape Architect for services rendered as follows:

Category of Services	***Compensation Method***	***Lump Sum or Not to Exceed Amount of Compensation for Services***
Basic Services:	*A. Lump Sum*	*$297,410.00*
Project Management / Coordination, Concept Design / Design Development, Construction Documentation, Environmental Design & Permitting, Bid Documentation and Advertisement for Bid Assistance, Construction Administration		

B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

6. **Subcontractors:**

Kasberg, Patrick & Associates, LP - Georgetown, Texas - Civil Engineering Services
Gessner Engineering – Georgetown, Texas – Structural Engineering Services

7. **Other Modifications to Agreement:**

8. **Attachments:**

Exhibit A: Detail Scope for Landscape Architectural Services and consultants, 3 pages
Exhibit B: Summary of Profession Services Fee, 1 page
Exhibit C: Location map for South San Gabriel River Trail – Lyndoch Park Connection, 1 page

9. **Documents Incorporated By Reference:** The Agreement effective

TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Landscape Architect shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Landscape Architect is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2026.

OWNER:	LANDSCAPE ARCHITECT :
By: _____	By: _____
Name: David Morgan	Name: Evan Cuyler, PLA
Title: City Manager	Title: Landscape Architect
	Landscape Architect License or Firm's Certificate No. 3563
	State of: Texas
Date: _____	Date: April 15, 2026
ATTEST:	APPROVED AS TO FORM:
_____, City Secretary	_____ City Attorney

TASK ORDER

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Patrick Cavanaugh

Title: Parks Development Manager

Address: 1101 N College St
Georgetown, TX 78626

E-Mail Address: Patrick.cavanaugh@georgetown.org

Phone: 512-930-3540

Fax: N/A

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ronald Stafford

Title: Principal/Landscape Architect

Address: 800 South Austin Avenue
Georgetown, TX 78626

E-Mail Address: rstafford@coveylandscape.com

Phone: 512-887-5311

Fax: N/A

EXHIBIT A:
Detailed Project Scope for Professional Services
For
South San Gabriel River Trail – Lyndoch Park Connection, Georgetown, Texas
Provided by
Covey Planning + Landscape Architecture
January 9, 2026

SITE
The South San Gabriel River Trail – Lyndoch Park Connection project in Georgetown, Texas seeks to provide a 10' width trail connection from the existing South San Gabriel River Trail stub at the Wolf Ranch River Camp Amenity Center, across the Southfork of the San Gabriel River via a low water crossing, extend West through Lyndoch Park, and connect into the recent completion of the Bluffview Subdivision Trail stub. (Reference Exhibit C)

BASIC SERVICES
This document will outline the scope for professional services, including landscape architectural design, civil engineering, structural engineering, environmental design, data collection and analysis, boundary survey and location, tree survey, development of design, preparation of construction drawing and technical specifications, cost estimates, bidding, contract documents, and construction observation for the project between Covey Planning + Landscape Architecture (Consultant) and the City of Georgetown Department of Parks and Recreation (Client) for a trail connection project. The following components are included:

- 10' width concrete trail
- Low water crossing
- Culvert crossing
- Seating bench locations

SCOPE OF SERVICES
The scope associated with the Landscape Architectural Services for the South San Gabriel River Trail – Lyndoch Park Connection:

1) **Project Management / Coordination** – To establish a program for communicating design and all processes with the Client and subconsultants.
   a) The landscape architect will schedule and hold a project kickoff meeting between Client and subconsultants.
   b) The landscape architect will coordinate project scope with the Client, adjacent property owners, and subconsultants.
   c) The landscape architect will gather base files and other project information (Survey, Geotechnical Report, Geological Assessment).
   d) The landscape architect will register project site with the TDLR for accessibility.
   e) The landscape architect will develop environmental constraints map that can be taken into the field to locate initial trail alignment and low water crossing locations. Environmental constraints will be provided by subconsultant
   f) The subconsultant will provide survey boundaries, topography, utilities, and existing trees.
   g) The landscape architect will coordinate with subconsultant to utilize top con to collect data points based on Client preferred alignment.

2) **Concept Design / Design Development** – To finalize selection of sitework layout and approved design intent.

   a) The landscape architect will hold initial site visit and walk preliminary alignment based on input provided by the Client.

b) The landscape architect will flag Client preferred alignment based on existing site conditions.
c) The landscape architect will flag Client preferred crossing locations based on environmental constraints map.
d) The landscape architect will produce a concept plan to illustrate Client preferred alignment for coordination purposes.
e) The landscape architect will locate locations for seating benches along Client preferred alignment.

3) **Construction Documentation** – Based upon approved Design Development documents and estimate of probable cost, construction drawings and technical specifications will be created for the bidding and installation process.

a) The civil engineer will finalize design including plan and profile sheets, drainage calculations, floodplain evaluation for low water crossings, tree preservation, erosion control, access plan, details, technical specifications, and coordination with all project team members.
b) The structural engineer will finalize design of low water crossings and coordination with all project team members.
c) The environmental specialist will prepare regulatory and permitting applications and coordinate with
d) The landscape architect will submit the drawings to the City of Georgetown for approval of the Site Development Permit.
e) All project team will provide an opinion of probable project costs based on the final drawings and specifications.

4) **Environmental Design & Permitting** – To obtain approval from appropriate regulatory and permitting departments for construction of the trail project.

a) The landscape architect will coordinate with environmental subconsultants.
b) The environmental specialist will coordinate permitting applications for low water crossing.
c) The environmental specialist will coordinate permitting applications for culvert crossing.
d) The environmental specialist will coordinate permitting applications and file with TCEQ, FEMA, USCOE, TPWD, Army Corp of Engineers, or any other appropriate project related departments for approvals.
e) The environmental specialist will prepare an environmental site assessment for permitting.

5) **Bid Documentation and Advertisement for Bid Assistance** – To obtain a suitable installation cost that does not exceed the project budget submitted by a reputable General Contractor through a bidding process.

a) The landscape architect will assist the Client in advertising project for bid.
b) The landscape architect will conduct the Pre-Bid meeting for all potential bidders.
c) The landscape architect will answer any bidder questions and issue addenda as needed.
d) The landscape architect will provide proper and timely responses of information and clarifications needed from potential bidders.
e) The landscape architect will create a Bid Tabulation of all submitted contractor bids for the evaluation and provide a written recommendation of award to the Client.

6) **Construction Administration** – To ensure the selected contractor follows the construction installation and process per the approved construction drawings and technical specifications.

a) Pre-Construction Meeting: The landscape architect to conduct a Pre-Construction meeting with the selected installation contractor.
b) The landscape architect will receive and distribute all material submittals for review and comment.
c) The landscape architect will review and sign all payment applications prior to forwarding to the Client for processing.
d) The landscape architect will address contractor Requests for Information in a timely manner.
e) On-Site Construction Meetings: The landscape architect to attend on-site meetings to observe or assist the selected landscape contractor.
f) The landscape architect will provide weekly site visits to observe the construction process and provide field reports.
g) The landscape architect will attend requested site meetings to address any unforeseen conditions that may arise during the construction installation.
h) Substantial Completion Meeting: The landscape architect will attend a punch list / walk through to observe and note any incomplete items.
i) The landscape architect will attend a Substantial Completion walk and note any defects or unfinished work on a punch list.
j) Final Completion Meeting: The landscape architect will attend a final walk through to verify all Punchlist / Substantial Completion items have been corrected.
k) The landscape architect will attend a Final Completion walk to ensure all punch list items have been completed per the construction documents.
l) The landscape architect will ensure the contractor provided accurate as-built drawings prior to approval of final payment.

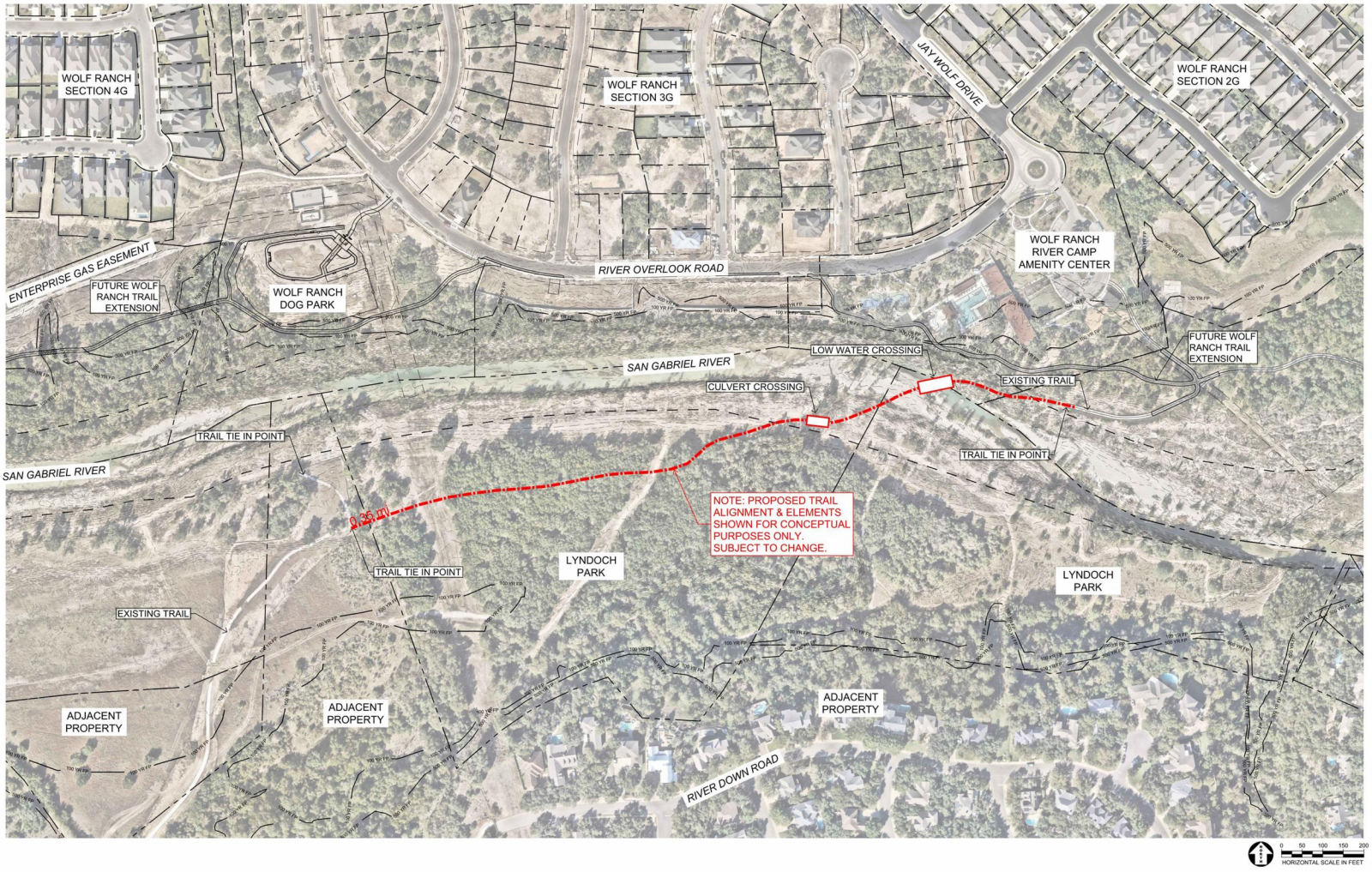
EXHIBIT B

Professional Services For South San Gabriel River Trail – Lyndoch Park Connection, Georgetown, Texas

Summary of Professional Services Fee Estimate by Consultant

January 9, 2026					
	COST SUMMARY				
		COVEY	**KPA**	**GESSNER**	**TOTAL**
1	**PROJECT MANAGEMENT / COORDINATION**	$26,875.00	$0.00	$0.00	$26,875.00
2	**CONCEPT DESIGN / DESIGN DEVELOPMENT**	$17,100.00	$4,500.00	$11,200.00	$32,800.00
3	**CONSTRUCTION DOCUMENTATION**	$0.00	$54,505.00	$14,000.00	$68,505.00
4	**ENVIRONMENTAL DESIGN & PERMITTING**	$0.00	$75,080.00	$0.00	$75,080.00
5	**BID DOCUMENTATION AND ADVERTISEMENT FOR BID ASSISTANCE**	$21,420.00	$4,200.00	$0.00	$25,620.00
6	**CONSTRUCTION ADMINISTRATION**	$17,260.00	$10,770.00	$2,800.00	$30,830.00
	PROFESSIONAL SERVICES TOTAL	**$82,655.00**	**$149,055.00**	**$28,000.00**	**$259,710.00**
Project Fees:					
TDLR REGISTRATION, REVIEW AND INSPECTION FEE					**$1,500.00**
GEOLOGICAL ASSESSMENT FEE					**$4,200.00**
TOPOGRAPHIC SURVEY					**$19,500.00**
SUBSURFACE UTILITY ENGINEERING					**$12,500.00**
Excludes all City Permit fees and Site Development Review fees.					
				PROJECT TOTAL	**$297,410.00**
Subconsultants:					
Civil Engineering Design / WPAP Preparation / Environmental Design & Permitting - Kasberg, Patrick & Associates, LP (KPA)					
Geotechnical and Strucutral Engineering Design - Gessner Engineering					

EXHIBIT C:
Location Map
For
South San Gabriel River Trail – Lyndoch Park Connection, Georgetown, Texas
Provided by
Covey Planning + Landscape Architecture
January 9, 2026



City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Contract with Motorola Solutions for NICE Emergency Call Recording System Maintenance

SUGGESTED ACTION:
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

ITEM SUMMARY:
The NICE Recording System is a critical public safety tool used by the Georgetown Police and Fire Departments to record all 911 calls and a majority of radio communications. These recordings support operational review, training, and State-mandated records retention.

This system was initially implemented in FY 2020 as part of the City's Motorola radio system deployment. In FY 2024, regional public safety agencies collaborated to upgrade NICE across the area, ensuring interoperability and long-term compliance. Ongoing maintenance and support are required to maintain system compatibility and support changes within the Motorola radio platform.

The proposed agreement with Motorola Solutions, Inc. provides the NICE Gold Package and NICE SUA II software upgrade and assurance for the term of April 1, 2026, through March 31, 2029. The total agreement amount is $309,457.24, with annual billing of $100,469.45 in 2026-2027, $103,109.45 in 2027-2028, and $105,878.34 in 2028-2029. This agreement will be executed under the Texas Department of Information Resources cooperative contract DIR-CPO-5433, which satisfies state competitive procurement requirements.

FINANCIAL IMPACT:
Total Amount: $309,457.24
Funding Source: IT Management Cost Center
Fiscal Years: FY 2026 through FY 2029
Purchase Method: DIR Contract DIR-CPO-5433

SUBMITTED BY:
Greg Berglund, Information Technology

ATTACHMENTS:
Service Agreement NICE [vendor signed].pdf
DIR-CPO-5433 Contract.pdf

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000143378
Contract Modifier: R01-DEC-25 05:02:22

Date: 22-JAN-2026

Company Name:	Georgetown, City Of
Attn.:	Jess Henderson
Billing Address:	3500 Db Wood Rd
City, State, Zip Code:	Georgetown, TX 78628
Customer Contact:	Jess Henderson
Phone:	512-930-8161

P.O.#:	N/A
Customer #:	1000464818
Bill to Tag#:	0019
Contract Start Date:	01-APR-2026
Contract End Date:	31-MAR-2029
Payment Cycle:	ANNUALLY
Currency:	USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC02SVC0127A	NICE GOLD PACKAGE	$13,860.18	$166,322.23
	SVC02SVC0487A	NICE-SUA II	$11,927.91	$143,135.01
		Sub Total	$25,788.10	$309,457.24
		Taxes	$0.00	$0.00
		Grand Total	$25,788.10	$309,457.24

SPECIAL INSTRUCTIONS - Contract as per DIR-CPO-5433

Billing Schedule:

2026-2027: 100,469.45
2027-2028: 103,109.45
2028-2029: 105,878.34

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS

Subcontractor(s)	City	State
Nice Systems Inc	Hoboken	NJ
Call Center Operations	Schaumburg	IL

This service agreement is subject to the terms and conditions of the Texas DIR-CPO-5433 Contract. Georgetown, City of may accept this service agreement by returning to Motorola a signed copy of this service agreement or delivering a signed purchase order that specifically references "PO is subject to Motorola's Service Agreement USC000143378 and the terms and conditions of the Texas DIR-CPO-5433 Contract." By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
Paul Newman	Regional Service Manager	March 12, 2026
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
Paul Newman		
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	

Company Name	:	Georgetown, City Of
Contract Number	:	USC000143378
Contract Modifier	:	R01-DEC-25 05:02:22
Contract Start Date	:	01-APR-2026
Contract End Date	:	31-MAR-2029

Docusign Envelope ID: DB956FE2-FC35-4BD1-B71D-5470418A0639

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES

Motorola Solutions, Inc.

1 INTRODUCTION

1.1 Parties

This contract for Motorola Branded Products and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Motorola Solutions, Inc. a Delaware For-Profit Corporation (hereinafter "Successful Respondent"), with its principal place of business at 500 West Monroe Street Chicago, IL 60661.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-574, on 6/15/2023, for Motorola Branded Products and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-574, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

A. For transactions under this Contract, the order of precedence shall be as follows:
   1. this Contract;
   2. **Appendix A, Standard Terms and Conditions**;
   3. **Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan**;
   4. **Appendix C, Pricing Index**;
   5. **Appendix D, Service Agreement template**;
   6. **Appendix E, Motorola Master Customer Agreement**;
   7. **Exhibit 1, RFO DIR-CPO-TMP-574**, including all Addenda; and

8. **Exhibit 2, Successful Respondent's Response to RFO** DIR-CPO-TMP-574, including all Addenda.

B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions**.

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contact following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-574 for Motorola Branded Products and Related Services. At DIR's sole discretion, Successful Respondent may

incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

5.2 Customer Discount

A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.

B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.

C. If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.

B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

6 DIR ADMINISTRATIVE FEE

A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.

B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

A. A current price list or mechanism to obtain specific contract pricing;
B. MSRP/list price or DIR Customer price;
C. Discount percentage (%) off MSRP or List Price;
D. Warranty policies; and
E. Return policies.

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.
C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.
D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful

Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.

E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.

F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

<u>If sent to the State</u>:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700

<u>If sent to Successful Respondent:</u>

Marty Saucedo
Senior Account Manager
Motorola Solutions, Inc.
500 West Monroe Street
Chicago, IL 60661
Phone: (210) 237-2936
Email: marty.saucedo@motorolasolutions.com

10 SOFTWARE LICENSE AND SERVICE AGREEMENTS

10.1 Software License Agreement

A. Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.

B. Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

10.2 Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in **Appendix D** of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Successful Respondent and DIR. Successful Respondent and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of Successful Respondent.

11 CONFLICTING OR ADDITIONAL TERMS

A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.

B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such

Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

No exceptions have been agreed to by DIR and Successful Respondent.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

Motorola Solutions, Inc.

Authorized By: Signature on File

Name: Scott Lees

Title: Regional Vice President

Date: 11/21/2024 | 3:40 PM CST

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 12/5/2024 | 5:01 PM CST

Office of General Counsel: Signature on File

Date: 12/5/2024 | 5:00 PM CST

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Cybersecurity Maintenance and Support Renewal with Solid Border, Inc.

SUGGESTED ACTION:
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

ITEM SUMMARY:
This item is to request approval of a one-year renewal with Solid Border, Inc. for annual maintenance and support of the City's Palo Alto firewalls, Cortex endpoint security software, and KnowBe4 security awareness training software in the total amount of $243,434.94.

This renewal provides ongoing licensing, updates, and support for critical cybersecurity systems used across the City. The City's nine Palo Alto firewalls serve as a primary layer of defense for inbound and outbound network traffic, including access between internal and operational technology networks and connectivity supporting Police Department access to TLETS data. These firewalls inspect traffic, enforce security policies, and help protect City systems from external threats.

The renewal also provides continued support for Cortex endpoint security software, which protects City workstations and servers through threat prevention, behavior-based detection, and automated response capabilities. Cortex XDR helps identify and contain malicious activity, including malware and ransomware, and strengthens the City's overall cybersecurity posture.
In addition, the renewal includes KnowBe4 security awareness training software, which provides the State-required cybersecurity training for City staff and supports the reporting necessary to maintain compliance with State mandates.

This purchase is being made through the BuyBoard cooperative purchasing contract 760-25.

FINANCIAL IMPACT:
These items were budgeted during the FY 2026 budget process. Expenses will be recorded in CC0652, IT Management, under the spend category for Software Maintenance Subscriptions and Support Services.

SUBMITTED BY:
Greg Berglund, Information Technology

ATTACHMENTS:
Palo Alto PA1410, renewal, Cortex, KB4.pdf

solid border
Network Security Reseller

QUOTE FOR James Davis
City Of Georgetown
300-1 Industrial Ave
Georgetown TX 78627
United States
(512) 930-3656
james.davis@georgetowntexas.gov

DATE 02/25/2026
QUOTE # 6009267

CONTACT Erica Stinson
(512) 699-5600
erica@solidborder.com

PLEASE SEND PURCHASE ORDER
BY EMAIL orders@solidborder.com
BY FAX 800-887-9974

paloalto NETWORKS
PREMIER SECURITY PARTNER

ITEM	SKU	DESCRIPTION	QTY	LIST PRICE	PER UNIT	EXTENDED
1	PAN-PA-3430-BND-CORESEC-R	PA-3430, Precision AI Network Security Subscription Renewal Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and Advanced SD-WAN), 1 years (12 months) term. For SN's: 024301004691 & 024301004773 Support to run 08/15/2026 through 11/01/2027	2	$56,993.06	$42,744.79	$85,489.58
2	PAN-SVC-PREM-3430-R	Premium support renewal, PA-3430. For SN's: 024301004691 & 024301004773 Support to run 08/02/2026 through 11/01/2027	2	$14,612.50	$13,735.75	$27,471.50
3	PAN-SVC-PREM-PRA-25-R	Premium support renewal, Panorama 25 devices. For SN: 000702320051 Support to run 11/09/2026 through 11/01/2027	1	$2,809.72	$2,641.13	$2,641.13
4	PAN-PA-3220-ATP-HA2-R	Advanced Threat Prevention subscription for device in an HA pair renewal, PA-3220. For SN's: 016201039124 & 016201039190 Support to run 03/28/2026 through 11/01/2027	2	$9,214.87	$6,911.15	$13,822.30
5	PAN-PA-3220-AWF-HA2-R	Advanced WildFire subscription for device in an HA pair renewal, PA-3220. For SN's: 016201039124 & 016201039190 Support to run 03/28/2026 through 11/01/2027	2	$9,214.87	$6,911.15	$13,822.30
6	PAN-PA-3220-PAA-HA2-R	Prisma Access Agent subscription for device in an HA pair renewal, PA-3220. For SN's: 016201039124 & 016201039190 Support to run 03/28/2026 through 11/01/2027	2	$6,164.54	$4,623.40	$9,246.80
7	PAN-PA-3220-ADVURL-HA2-R	Advanced URL Filtering subscription for device in an HA pair renewal, PA-3220. For SN's: 016201039124 & 016201039190 Support to run 03/28/2026 through 11/01/2027	2	$9,214.87	$6,911.15	$13,822.30
8	PAN-SVC-PREM-3220-R	Premium support renewal, PA-3220. For SN's: 016201039124 & 016201039190 Support to run 03/28/2026 through 11/01/2027	2	$7,186.64	$6,755.44	$13,510.88
9	PAN-PA-820-ATP-R	Advanced Threat Prevention subscription renewal, PA-820. For SN: 012001045027 Support to run 03/28/2026 through 11/01/2027	1	$2,571.22	$1,928.41	$1,928.41
10	PAN-PA-820-ADVURL-R	Subscription Advanced URL Filtering Renewal, PA-820. For SN: 012001045027 Support to run 03/28/2026 through 11/01/2027	1	$2,571.22	$1,928.41	$1,928.41

ITEM	SKU	DESCRIPTION	QTY	LIST PRICE	PER UNIT	EXTENDED
11	PAN-SVC-PREM-820-R	Premium support renewal, PA-820. For SN: 012001045027 Support to run 03/28/2026 through 11/01/2027	1	$1,820.62	$1,711.38	$1,711.38
12	PAN-XDR-PRVT	Cortex XDR Prevent, includes 30 days of alerts retention and standard success. For SN: 0220980000002946 Support to run 09/14/2026 through 11/01/2027	1,200	$45.26	$22.63	$27,156.00
13	KSATP-N-E16-G	KnowBe4 Security Awareness Training Subscription Platinum, Co-Term Support to run 07/09/2026 through 11/01/2027	1,200	$24.99	$13.74	$16,488.00
14	PAN-PA-1410	Palo Alto Networks PA-1410	1	$9,995.00	$6,896.55	$6,896.55
15	PAN-PWR-450W-AC	PA-3400,PA-1400, ION 5200 and ION 9200 450W spare power supply	1	$1,660.00	$1,145.40	$1,145.40
16	PAN-PWR-CORD-US	Power cord for North America with IEC-60320 C13 and NEMA 5-15P cord ends, 10A, 125V max, 6ft	1	$0.00	$0.00	$0.00
17	PAN-PA-1410-ATP	PA-1410, Advanced Threat, 1 year (12 months) term.	1	$3,000.00	$2,190.00	$2,190.00
18	PAN-PA-1410-ADVURL	PA-1410, Advanced URL Filtering subscription, 1 year (12 months) term.	1	$3,000.00	$2,190.00	$2,190.00
19	PAN-SVC-PREM-1410	PA-1410, Premium support, 1 year (12 months) term.	1	$2,100.00	$1,974.00	$1,974.00
					SUBTOTAL	$243,434.94
					SHIPPING	$0.00
					TAX (%)	$0.00
					TOTAL	**$243,434.94**

Purchasing Contract BuyBoard 760-25 Hardware

QUOTE EXPIRES 03/27/2026

TERMS Net 30.
Payment via credit card may incur a 4% processing fee.

EMPLOYER ID # EIN # 33-1009121

REMIT TO Solid Border, Inc.
1806 Turnmill St
San Antonio TX 78248
United States

By issuing a purchase order referencing the Quote number above, Customer acknowledges and agrees that use of the products and/or services listed herein are governed by the applicable terms and conditions listed below unless the parties have an applicable fully executed agreement or addendum thereto which governs this purchase.

Solid Border, Inc. Terms and Conditions

This order is non-refundable and non-cancellable.

For agreements with a term longer than 1-year, Customer is obligated to fulfill all additional payments for the term listed above. Multi-year commitments are binding.

Modifications to this agreement must be approved in writing by Solid Border, Inc.

If this Quote includes any of the following products and/or services, then they may be subject to auto-renewal by the manufacturer: BitSight, Cisco, Entrust, Mimecast, Proofpoint, or Rapid7. For auto-renewing products and/or services, if a purchase order for your renewal is not received by 45 days from the end of your current subscription term, then the auto-renewal will be cancelled, which may affect future pricing. Your current subscription will not be affected. A renewal quote can be generated prior to the end of your subscription term or by request.

SOLIDBORDER.COM
PROTECT YOUR NETWORK
HUB // DIR // BUYBOARD

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Dell Power Protect Backup Storage Purchase through Insight Public Sector

SUGGESTED ACTION:
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

ITEM SUMMARY:
This item requests approval to purchase Dell PowerProtect backup storage, including five years of support, for the City's backup environment in the amount of $217,670.06.

Dell PowerProtect will replace the City's existing backup storage infrastructure and improve the security, performance, and resiliency of the City's backup systems. The solution provides modern data protection features, improved data deduplication, and native Microsoft Azure integration to support secure cloud replication for off-site resilience and disaster recovery. It also provides centralized monitoring and management through a single interface, simplifying operations and improving visibility. The purchase includes five years of support with 24x7 coverage and a four-hour response time.

Staff evaluated multiple solutions for this project, including Dell, Quantum, ExaGrid, and Object First. Based on the evaluation, Dell offered the best overall combination of security, compliance, Azure integration, operational simplicity, scalability, and value. Dell also provides turnkey CJIS compliance with minimal configuration, which is important for law enforcement data retention requirements.

This purchase will be made through Insight Public Sector under the Texas Department of Information Resources cooperative contract DIR-CPO-5792.

FINANCIAL IMPACT:
These items were budgeted during the FY 2026 budget process. Expenses will be recorded in CC0651, IT Operations, under the spend category for Computer Hardware.

SUBMITTED BY:
Greg Berglund, Information Technology

ATTACHMENTS:
Backup Storage Evaluation.pptx
Quotation #0229299701 updated 4.6.26.pdf
Quotation #0229325950 updated 4.6.26.pdf

Backup Storage Evaluation

Analysis and Recommendation

Solutions Evaluated

- Dell (Power Protect) DD6410
- Quantum DXi
- Exagrid EX81
- Object First OOTBI

Feature Comparison

Feature	Dell Power Protect	Quantum Dxi	Exagrid	Object First
Storage Type	Spinning Disk	All-flash	Flash and Spinning Disk	Spinning Disk
Capacity	128TB usable	129TB usable	120TB usable	128TB usable
Expandability	32TB at 4TB increments	100TB at 15TB Increments	New Appliance	New Appliance
Azure Integration	Native built-in	Via Veeam	Via Veeam	Via Veeam
Immutability	DD Retention Lock	Secure Snapshot	Time-lock	S3 Versioning
CJIS Compliant	Yes (Certified)	Yes (Certified)	Yes (Capable)	Yes (Capable)
Encryption	At-rest +in-flight	At-rest +in-flight	At-rest +in-flight	At-rest +in-flight
Dedup Ratio	30:1 typical	20:1 Typical	20:1 Typical	Via Veeam
Restore Performance	High	High	High	Medium

Security and Compliance Analysis

Requirement	Dell	Quantum	Exagrid	Object First
CJIS Compliance	CJIS-Aligned	CJIS-Aligned	Manual	Manual
FIPS 140-s	Native	Native	Native	Native
Immutability	DD Lock	Snapshot	Time-lock	Object First Immutability
Air-gap Support	Cloud Tier	Veeam	Veeam	Veeam
Ransomware Detection	Supplemental Detection	Limited	Limited	Built-in
Audit Logging	Detailed	Standard	Standard	Standard
MFA Support	Yes	Yes	Yes	Yes

Compliance Recommendation

Dell and Quantum provide turnkey CJIS compliance with minimal configuration. ExaGrid and Object First require additional hardening procedures and ongoing compliance validation. DD Retention Lock provides court-admissible immutability for law enforcement data retention requirements.

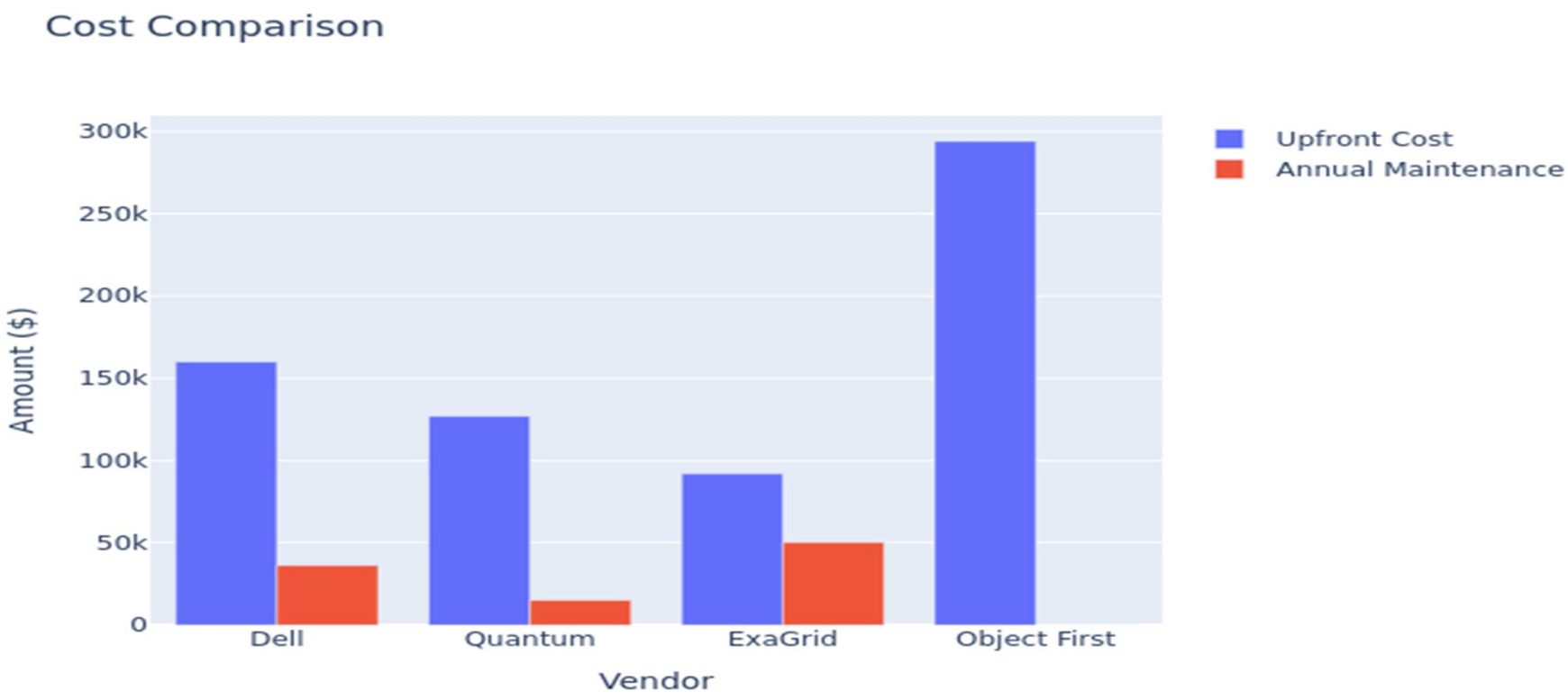
Azure Integration Comparison

Dell Power Protect (Native)	Quantum/Exagrid/Object First
• DD Cloud Tier built-in • Direct Azure Blob integration • Automated tiering policies • Native encryption/compression • Single management interface **Implementation:** • Configure Cloud Tier destination • Set retention policies • Enable automatic tiering • No additional licensing	• Veeam SOBR + Azure Blob • Additional licensing costs • Complex configuration • Multiple management consoles • Performance overhead **Implementation:** • Configure Veeam B&R • Deploy Cloud Connect gateway • Configure Azure storage account • Setup backup copy jobs • Additional Veeam licensing

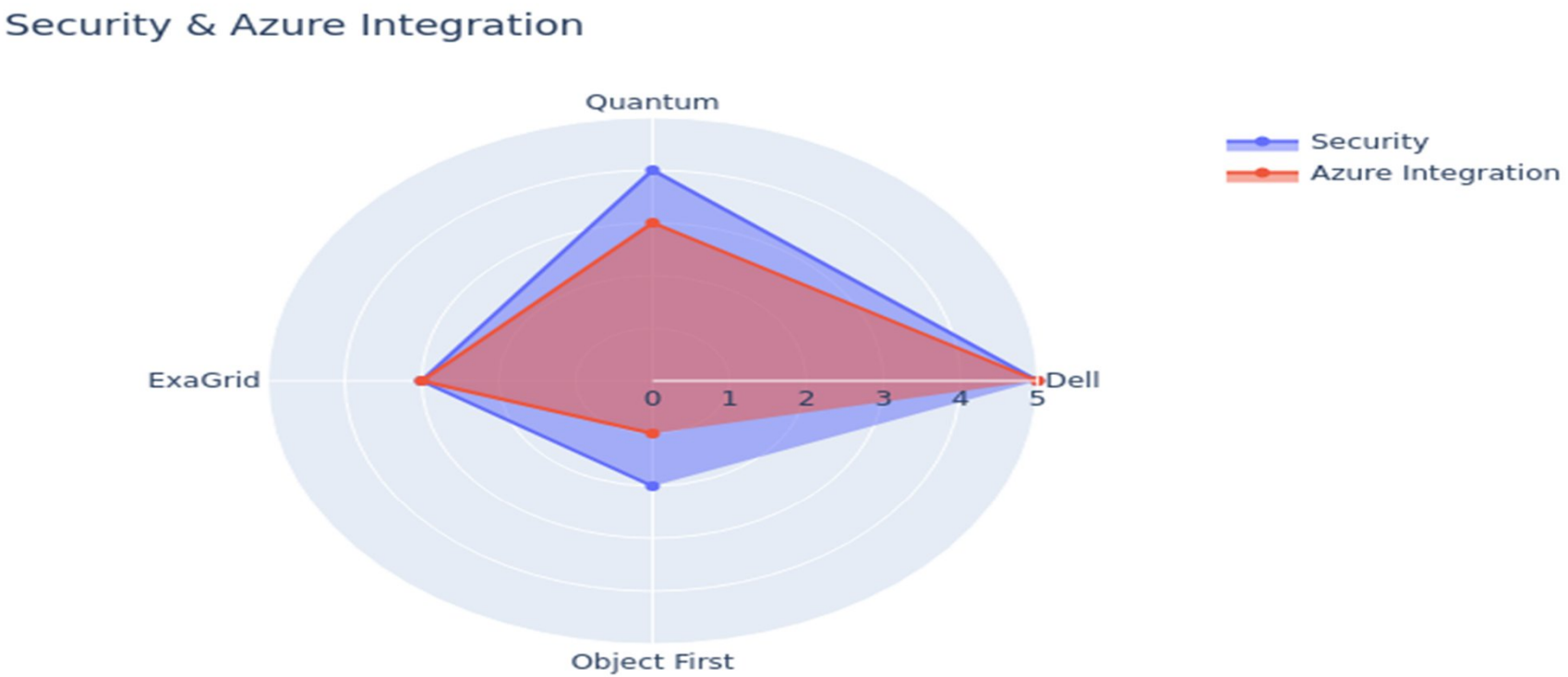
Risk Assessment Matrix

Risk Factor	Dell	Quantum	Exagrid	Object First
Vendor Stability	Low	Medium	Low	Medium
Tech Obsolescence	Low	Low	Low	Medium
Scale-Out Complexity	Low	Low	Medium	Medium
Azure Migration	Low	Medium	Medium	Medium
Staff Training	Low	Medium	Low	High
Expansion Cost	Low	Low	High	High
CJIS Maintenance	Low	Low	Medium	Medium
Management	Low	Low	High	High

Cost Comparison



Security and Azure Integration



Recommendation

Dell Power Protect

- Azure integration built-in
- Security and Compliance: Immutability + encryption at rest/transit
- Operational simplicity: Centralized management for appliance and its replication/tiering
- Future scalability: Incremental capacity built in
- Turnkey CJIS compliance for law enforcement data
- Established vendor with municipal references

INSIGHT PUBLIC SECTOR, INC.
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

Account name: 11384487

CITY OF GEORGETOWN
CHRIS BRYCE
295 SE INNER LOOP
GEORGETOWN TX 78626-2140

SHIP-TO

CITY OF GEORGETOWN
CHRIS BRYCE
295 SE INNER LOOP
GEORGETOWN TX 78626-2140

Quotation

Quotation Number	:	0229299701
Document Date	:	20-MAR-2026
PO Number	:	
PO Release	:	5 YEAR STORAGE
Sales Rep	:	Lupe Perez
Email	:	LUPE.PEREZ@INSIGHT.COM
Phone	:	+17372473771
Sales Rep 2	:	Jordan Larason
Email	:	JORDAN.LARASON@INSIGHT.COM
Phone	:	+18139064798

We deliver according to the following terms:

Payment Terms	:	Net 30 days
Ship Via	:	Insight Assigned Carrier/Ground
Terms of Delivery	:	FOB DESTINATION
Currency	:	USD

Material	Material Description	Quantity	Unit Price	Extended Price
3000196621716	DELL POWERPROTECT DD6410 INTEL QUAD 10/25G SFP28 OCP DELL AGENT - STATE OF TEXAS DIR PRODUCT AND RELATED SERVICES(# DIR-CPO-5792)	1	108,835.03	108,835.03

Product Subtotal	108,835.03
TAX	0.00
Total	108,835.03

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Lupe Perez
+17372473771
LUPE.PEREZ@INSIGHT.COM

Jordan Larason
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CHRIS BRYCE
295 SE INNER LOOP
GEORGETOWN TX 78626-2140

SHIP-TO

CITY OF GEORGETOWN
CHRIS BRYCE
295 SE INNER LOOP
GEORGETOWN TX 78626-2140

Quotation

Quotation Number	:	0229325950
Document Date	:	31-MAR-2026
PO Number	:	
PO Release	:	
Sales Rep	:	Lupe Perez
Email	:	LUPE.PEREZ@INSIGHT.COM
Phone	:	+17372473771
Sales Rep 2	:	Joe Pasipanki
Email	:	JOSEPH.PASIPANKI@INSIGHT.COM
Phone	:	+12036592447

We deliver according to the following terms:

Payment Terms	:	Net 30 days
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Material	Material Description	Quantity	Unit Price	Extended Price
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Sincerely,

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LUPE.PEREZ@INSIGHT.COM

Joe Pasipanki
+12036592447
JOSEPH.PASIPANKI@INSIGHT.COM

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Change Order #2 to Pecan Branch Electrical Contract with T-Morales Company Contract 25-0292-CIP

SUGGESTED ACTION:
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

ITEM SUMMARY:
The original bid included electrical, instrumentation and controls for both the existing Pecan Branch Wastewater Treatment Plant and the temporary package plant. The first change order was approved in November and included additional costs for permanent power, as well as additional material and labor to relocate the temporary package plant to a more suitable location environmentally and hydraulically on the site.

This second change order requests approval of the replacement of the existing soft starts with three (3) 125 HP Variable Frequency Drives (VFDs), along with the installation of associated harmonic filters, electrical infrastructure, and supporting equipment at the Smith Branch Lift Station. These improvements were requested by City Utility operations staff to provide greater operational flexibility and improved flow control of the lift station.

These improvements extend the service life of the Smith Branch Lift Station and provide operations staff with improved accessibility and flexibility to divert flow between the Dove Springs, Pecan Branch, and San Gabriel Wastewater Treatment Plants.

This change order also includes:
- Installation of bypass pumping to maintain operations during construction
- Addition of an HVAC unit for electrical equipment cooling
- Removal of the existing Accusine system (to control power quality)
- Concrete pads for VFDs and harmonic filters
- Electrical conduit, wiring, and switchgear modifications
- Programming, controls updates, and HMI integration
- Coordination for shutdown and startup of equipment

These improvements will enhance system reliability, provide improved motor control, reduce electrical harmonics, and increase overall operational efficiency. Additionally, the upgrades will reduce wear on electrical equipment, resulting in improved long-term maintenance and energy performance.

Staff Recommendation:

Staff recommends approval of Change Order #2 with T-Morales Company Contract 25-0292-CIP for the installation of Variable Frequency Drives (VFD) and Harmonic Filters for Smith Branch Lift Station in the amount of $404,021.41

FINANCIAL IMPACT:
Financial Impact:

Funds for this expenditure can be found in the FY26 Wastewater CIP Budget

Attachments:

Change Order #2

SUBMITTED BY:
Larry Taylor, Systems Engineering

ATTACHMENTS:
T-Morales Change Order #2.pdf

Change Order

No. 2

Date of Issuance: 3/26/26 Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Pecan Branch WWTP	City of Georgetown	512-930-6914
Contract:		Date of Contract:
Lary Taylor		3/26/26
Contractor:		Engineer's Project No.:
T-Morales		

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
Demo existing soft starters & install new 125hp LS VFD's with stand alone Harmonic Filters outside

Attachments (list documents supporting change):
See attached proposal.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $3,104,900.00	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): 12/30/26 Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. _____: $315,879.00	[Increase] [Decrease] from previously approved Change Orders No. 3 to No. _____: Substantial completion (days): 31 Ready for final payment (days): _____
Contract Price prior to this Change Order: $3,420,779.00	Contract Times prior to this Change Order: Substantial completion (days or date): 11/30/26 Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: $404,021.41	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): 12/30/26 Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $3,824,800.41	Contract Times with all approved Change Orders: Substantial completion (days or date): 12/30/26 Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: John P McGuiggin	By: _____	By: Sean Aragon
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 3/25/26	Date: _____	Date: 3/26/26

Approved by Funding Agency (if applicable):

_____ Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Change Order Request

T. Morales Company Electric & Controls, Ltd.
401 SH 130
Georgetown, TX 78626
Telephone: 254-793-4344

Project Name:	COGT Pecan Branch WWTP
Project Number:	202528
Change Order #:	**4 VFD Adder**
Change Order Date:	3/23/2026

Description of Work

The work for this change consists of the installation of ***(Demo existing Soft Starters and install 3 new 125HP LS VFDs with stand alone Harmonic Filters outside)***. This work includes the switchgear, subcontractor quotes, equipment, conduits with wiring, conduit installation fittings, mounting hardware, and labor to completely install the work.

- TMC to get bypass pumps delivered and installed.
- TMC Subcontractor to install AC unit.
- TMC to Demo Accusine system and Wiring; will leave out for COGT.
- TMC to install forms for concrete inside and outside for both of the Harmonic filters, and VFD bases.
- Cure time for the concrete before installing VFDs and Harmonic Filters.
- Install 2 of the 3 VFD's get everything piped in.
- Install 3 Harmonic Filters outside get it piped in.
- Prepipe and wire the 2 of the 3 VFD's to shorten the shut down window.
- Once everything is piped in and wired get CPUSA onsite to pre program the 2 of 3 VFD's per engineer/Owner instructions
- Once all is ready Schedule shut down 6 hour window; at this time TMC will turn on Bypass Pumps already onsite.
- Demo Soft Starters/ and gutter
- Complete conduit and wire for the 2 of the 3 VFD's
- Get off by pass and run the 2 of 3 VFD's
- Once Gutter and Soft Starts are demoed we can complete the final VFD install.

Miscellaneous Materials

Description	Qty
3/4" CONDUIT - RMC - ALUM	190
1" CONDUIT - RMC - ALUM	60
2" CONDUIT - RMC - ALUM	230
3/4" COUPLING - RMC - ALUM	36
1" COUPLING - RMC - ALUM	4
2" COUPLING - RMC - ALUM	24
3/4" ELBOW 90 DEG - RMC - ALUM	18
1" ELBOW 90 DEG - RMC - ALUM	2

T·MORALES COMPANY

Change Order Request

Description	Qty
2" ELBOW 90 DEG - RMC - ALUM	12
3/4" CONN THRD HUB INSUL W/ GRD LUG - RMC - ALUM	12
1" CONN THRD HUB INSUL W/ GRD LUG - RMC - ALUM	2
2" CONN THRD HUB INSUL W/ GRD LUG - RMC - ALUM	11
2" TYPE LB STD CONDUIT BODY W/ CVR & GSKT - RMC - ALUM	3
2" TYPE LL STD CONDUIT BODY W/ CVR & GSKT - RMC - ALUM	1
2" TYPE LR STD CONDUIT BODY W/ CVR & GSKT - RMC - ALUM	1
2" TYPE C STD CONDUIT BODY W/ CVR & GSKT - RMC - ALUM	3
3/4" 2-PC STRUT CLAMP - RMC - ALUM	33
1" 2-PC STRUT CLAMP - RMC - ALUM	6
2" 2-PC STRUT CLAMP - RMC - ALUM	33
1" TYPE LB STD CONDUIT BODY - RMC - ALUM	2
3/4" MEASURE CUT & THREAD LABOR - RMC - ALUM	8
1" MEASURE CUT & THREAD LABOR - RMC - ALUM	6
2" MEASURE CUT & THREAD LABOR - RMC - ALUM	9
SEALING COMPOUND W/ FIBER - 1 LB PKG	8
1" FLEX - LIQUIDTIGHT METALLIC - GRAY	10
2" FLEX - LIQUIDTIGHT METALLIC - GRAY	30
1" CONN STRAIGHT - LIQUIDTIGHT DIECAST	2
2" CONN STRAIGHT - LIQUIDTIGHT DIECAST	6
1" CONN 90 DEG - LIQUIDTIGHT DIECAST	2
2" CONN 90 DEG - LIQUIDTIGHT DIECAST	6
1" LINKSEAL	2
2" LINKSEAL	6
#14 XHHW BLACK	800
#12 XHHW BLACK	120
# 2 XHHW BLACK	484
#4/0 XHHW BLACK	1,161
#12 WIRE POWER TERM	8
#4/0 WIRE POWER TERM	36
CBL - CMP CAT6 UTP BLU	60
#16-2/C BELDEN TS	540
1/2" CONN W/ STRAIN RELIEF GRIP FOR 0.40-0.54 CORD	2
LABEL - CABLE	24
TERM - EQPMT RM 4 PR (DATA)	6
3/8-16x 1 5/8x 2 7/16 OR 3 1/4 SPRING NUT	36
3/8" ROD COUPLING - S/S 316	10
3/8-16 HEX NUT - S/S	72
3/8" LOCK WASHER - S/S	36
3/8x 1 1/4 FENDER WASHER - S/S	72
TRANSFORMER NEOPRENE PADS	12
100-150HP VFD	3
2" DIAM CORE 6" THICK WALL	2
4" DIAM CORE 6" THICK WALL	6
FIRESTOP COMPOUND CAULK TUBE	5
DEMO STARTER SIZE 3 3PH COMB	3
#4/0 WIRE TO PULL OUT	765
16x16x6	1
3/4" FIELD CUT KO	18
2" FIELD CUT KO	14
1/4-20x 2 1/4 WEDGE ANCHOR - 1 1/8" MIN DEPTH - 316 S/S	3
3/8-16x 2 3/4 WEDGE ANCHOR - 1 1/2" MIN DEPTH - 316 S/S	24
1-5/8" Strut - 316SS	50
1-5/8" Strut Base - 316SS	4

Change Order Request

Description	Qty
3/8" Spring Nut - 316SS	38
1/2" Square Washer - 316SS	24
Mini Cas relays	3
Harmonic Filter Install	3
Demo Equipment Rack	1
Concrete extension for the 3 indoor VFD's	1
Concrete for the 3 ouside harmonic filters	1
Demo Accusine	1
Totals	**5,227**

Summary

Miscellaneous Materials		112,100.04
5 Star Quote		85,764.77
CPUSA Quote 1		4,850.00
CPUSA Quote 2		21,500.00
AC Unit Quote		17,861.25
ByPass PMPs		7,660.45
Total Material		**249,736.51**
Labor		
Crew Composite - ST	(591.93 Hrs @ $51.81)	30,667.89
COR Foreman Coordination (10% of Labor)	(59.19 Hrs @ $72.39)	4,284.76
COR General Foreman (15% of Labor)	(88.79 Hrs @ $81.58)	7,243.49
Material Handling & Disposal (5% of Labor)	(29.60 Hrs @ $46.35)	1,371.96
Project Management Time	(30.00 Hrs @ $80.00)	2,400.00
Labor Subtotal		**45,968.10**
Labor Burden	(@ 25.000 %)	11,492.03
Total Labor		**57,460.13**
General Expenses		
Expendable Tools for Material (6%)	(112,100.04 @ 0.0600)	6,726.00
Expendable Tools for Quoted Material (6%)	(137,636.47 @ 0.0600)	8,258.19
Warranty on Material (3%)	(112,100.04 @ 0.0300)	3,363.00
Warranty on Quoted Material (3%)	(137,636.47 @ 0.0300)	4,129.09
Warranty on Labor (3%)	(43,568.10 @ 0.0300)	1,307.04
Computer Expenses	(1.00 @ 75.0000)	75.00
Cell Phone	(1.00 @ 70.0000)	70.00
Internet	(1.00 @ 25.0000)	25.00
Truck Lease	(1.00 @ 500.0000)	500.00
Vehicle Maintenance	(1.00 @ 120.0000)	120.00
Fuel Expense	(0.50 @ 400.0000)	200.00
Portable Toilet	(1.00 @ 120.0000)	120.00
Dumpster	(1.00 @ 250.0000)	250.00
Total General Expenses		**25,143.32**
Equipment		
Boom Lift - 45' Articulating 4WD	(1.00 @ 1,507.0000)	1,507.00
Diamond Core Drill Bit - 6"	(1.00 @ 242.0000)	242.00
Pipe Threader	(1.00 @ 146.1300)	146.13
Hydraulic Knockout Set	(1.00 @ 17.3000)	17.30
Core Drill	(1.00 @ 166.9900)	166.99

Change Order Request

Summary (Cont'd)		
555 Bender	(1.00 @ 123.9000)	123.90
Dual-Tandem Axle Flatbed Trailer	(1.00 @ 177.2200)	177.22
Wire Spool Trailer	(1.00 @ 183.4300)	183.43
One Ton Flatbed Truck	(1.00 @ 924.4100)	924.41
Cable Feeder	(1.00 @ 149.4300)	149.43
Cable Puller (Tugger)	(1.00 @ 175.0400)	175.04
30,000 Lb. Pulling Rope	(1.00 @ 66.0300)	66.03
Total Equipment		**3,878.88**
Overhead & Markups		
Overhead	(@ 5.000 %)	16,810.94
Markup	(@ 10.000 %)	35,302.98
Total Markups		**52,113.92**
Liability/Builder's Risk	(@ 2.000 %)	7,766.66
Performance/Payment Bonds	(@ 2.000 %)	7,921.99
Final Amount		**$404,021.41**

Clarifications

This quotation includes the following services and materials:

- Conduits with associated fittings, mounting hardware as required.
- Concrete Installation for 3 Harmonic filters and house keeping pads for VFD's
- Accusine wire and removal
- CPUSA's quote attached for HMI modifications, controls and VFD programming.
- AC unit quote attached
- Bypass Pumps quote attached.
- Wiring and terminations for power and control.
- Subcontractor services for instrumentation procurement and installation.
- Equipment costs for small tools (benders, drills, saws).
- Equipment costs for high work (ladders, scaffolds, platform lift, snorkel lift, bucket truck).
- Demo Softstarters, gutter and equipment rack.

This quotation ***does not*** include any of the following:

- Any items not listing in the above change order.
- Engineering Services.

This quotation is qualified upon the following:

- Retainage related to the original scope of work will be released independently and shall not be included as part of the proposed Change Order.
- Engineer shall review and approve the submittal data attached to this proposal for the equipment selected, and confirm the selection is an acceptable solution for this application.

Change Order Request

Extension in Time Request:

Submittals and approvals:	N/A, Engineer to review and approve attached submittal data.
Lead time for procurement:	20 weeks.
Approx time for installation:	4 weeks.

This change order for the Smith Branch work does not effect the substantial completion of the Pecan Branch project. This change is separate from the schedule for Pecan Branch.

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Second Reading - 2025-2-ANX - Old FM 1460

SUGGESTED ACTION:
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

ITEM SUMMARY:
Overview of Applicant's Request:
The City has an agreement with TxDOT to obtain ownership for the ROW for Old 1460 Trail. As part of the City of Georgetown taking over ownership and maintenance of the roadway, it is annexing it into City Limits.

Staff's Analysis:
Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed meets the criteria established in UDC Section 3.25.030 for an Annexation, as outlined in the attached Staff Report.

Public Comments:
As required by the Unified Development Code (UDC), a legal notice advertising the public hearing was placed in the Sun Newspaper (Sunday, February 22, 2026).

City Council First Reading:
At their 4/14/26 meeting, the City Council approved (7-0) First Reading of the Ordinance for the proposed request.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Hunter Gould, Planning Department

ATTACHMENTS:
2025-2-ANX - Staff Presentation.pdf
2025-2-ANX - Staff Memo.pdf
Exhibit 1- Location Map.pdf
Exhibit 2 - Old 1460 Trail Metes and Bounds Exhibit.pdf
Exhibit 3 - Area of ETJ to be Surrounded by City Limits.pdf
Exhibit 4 - Annexation Service Plan for Old 1460 Trail.pdf
2025-2-ANX Ordinance with Exhibits.pdf

Old 1460 Trail Annexation – Second Reading of an Ordinance 2025-2-ANX

April 28, 2026 | City Council

GEORGETOWN TEXAS

Item Under Consideration

2025-2-ANX

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

Resolution

Public Hearing #1

Public Hearing #2

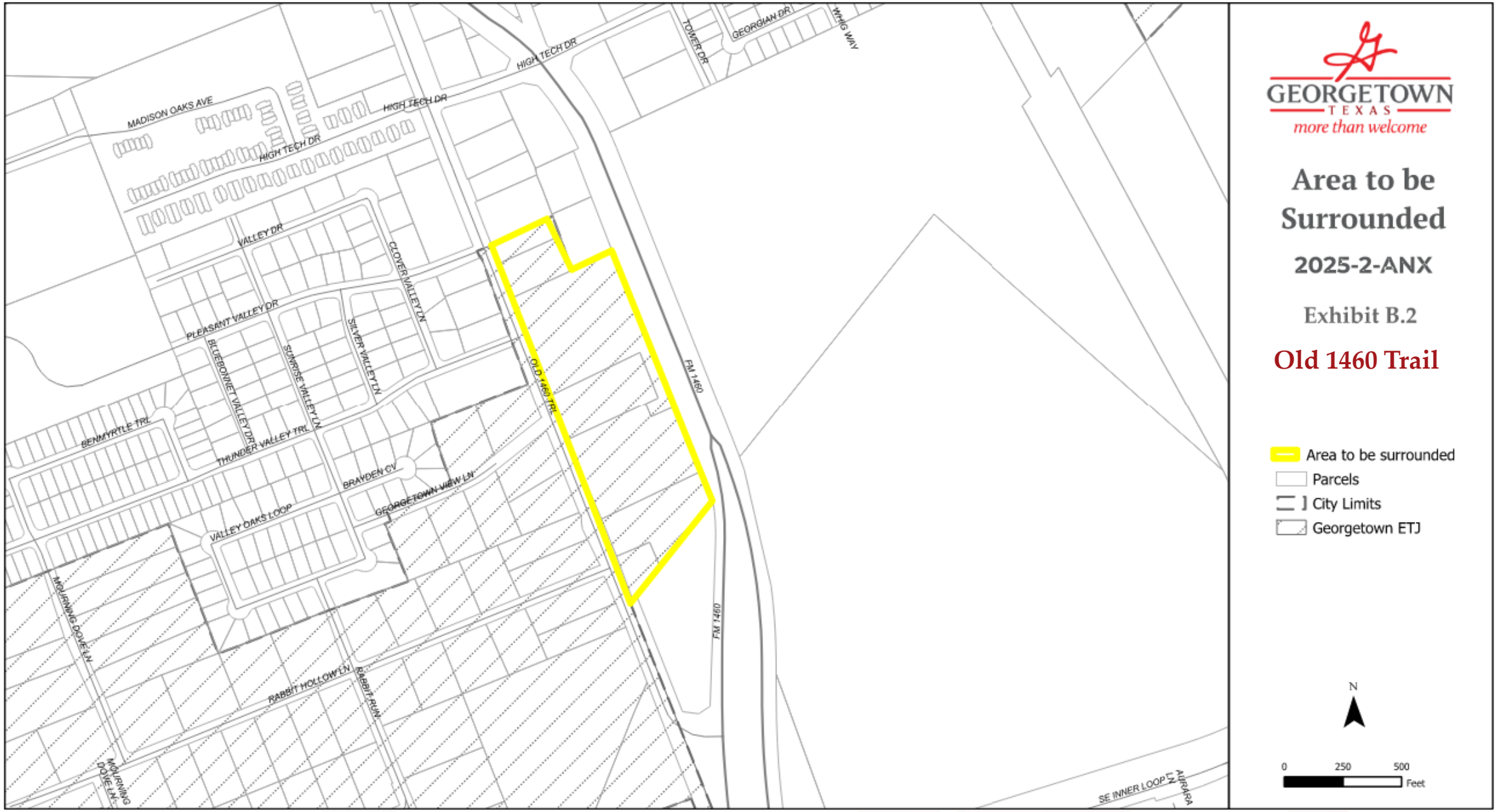
1st Reading and Approval of Service Plan

2nd Reading of an Ordinance ★

Tentative Schedule

Status	Date	Body	Purpose
✓	February 24	City Council	Resolution petitioning for annexation
✓	March 10	City Council	First Public Hearing
✓	March 24	City Council	Second Public Hearing
✓	April 14	City Council	Approval of the Service Plan
✓	April 14	City Council	1st Reading
	April 28	City Council	2nd Reading

GEORGETOWN
TEXAS
more than welcome
Location
2025-2-ANX
Exhibit B.2
Old 1460 Trail
Site
Parcels
City Limits
Georgetown ETJ
N
0
250
500
Feet
HIGH TECH DR
VALLEY DR
CLOVER VALLEY LN
PLEASANT VALLEY DR
BLUEBONNET VALLEY DR
SUNRISE VALLEY LN
SILVER VALLEY LN
BENMYRTLE TRL
THUNDER VALLEY TRL
BRAVDEN CV
GEORGETOWN VIEW LN
VALLEY OAKS LOOP
OLD 1460 TRL
FM 1460
MOURNING DOVE LN
RABBIT HOLLOW LN
RABBIT RUN
COTTONTAIL LN
FM 1460 TN
SE INNER LOOP
AURARA LN
NATURITA DR


GEORGETOWN
TEXAS
more than welcome
Area to be Surrounded
2025-2-ANX
Exhibit B.2
Old 1460 Trail
Area to be surrounded
Parcels
City Limits
Georgetown ETJ
N
0
250
500
Feet
MADISON OAKS AVE
HIGH TECH DR
TOWER DR
GEORGIAN DR
WHIG WAY
VALLEY DR
CLOVER VALLEY LN
PLEASANT VALLEY DR
SILVER VALLEY LN
BLUEBONNET VALLEY DR
SUNRISE VALLEY LN
OLD 1460 TRL
FM 1460
BENMYRTLE TRL
THUNDER VALLEY TRL
BRAYDEN CV
GEORGETOWN VIEW LN
VALLEY OAKS LOOP
MOURNING DOVE LN
RABBIT HOLLOW LN
RABBIT RUN
SE INNER LOOP
AURARA LN

UDC 3.25.030 – Annexation Approval Criteria

Criteria	Staff Analysis
A. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action; and	Complies
B. The annexation promotes the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City.	Complies
C. Consistency with the City's adopted long range plans and annexation policies.	Complies

Summary

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

First Reading of an Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF GEORGETOWN, TEXAS, AND THE ANNEXATION OF APPROXIMATELY 6.351 ACRES OF LAND IN THE LEWIS J. DYCHES SURVEY, ABSTRACT NO. 180 AND KNOWNS AS OLD 1460 TRAIL AS DESCRIBED HEREIN; FINDING THAT SURROUNDING THE AREA BETWEEN OLD 1460 TRAIL AND THE CURRENT CITY LIMITS IS IN THE PUBLIC INTEREST; PROVIDING FOR SERVICE PLANS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Planning Department Staff Report

Report Date: **April 6, 2026**
Case Number: **2025-2-ANX**

AGENDA ITEM DESCRIPTION

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

AGENDA ITEM DETAILS

Project Name:	**Old 1460 Trail ROW Annexation**
Applicant:	**City of Georgetown c/o Larry Taylor**
Property Owner:	**City of Georgetown c/o Larry Taylor**
Property Address:	**Old 1460 Trail, Georgetown, Texas**
Legal Description:	**6.351 acres of Right-Of-Way located in Lewis P. Dyches Survey, Abstract No. 180**
Current Zoning:	**n/a – located in City's ETJ**
Current Use:	**Roadway**

APPLICANT'S REQUEST

The City has an agreement with TxDOT to obtain ownership for the ROW for Old 1460 Trail. As part of the City of Georgetown taking over ownership and maintenance of the roadway, it is annexing it into City Limits.

RECOMMENDATION

Staff recommend approval of the request.

PROPERTY CONTEXT

Old 1460 Trail is currently a 2-lane roadway without sidewalks in the ETJ. It services the residential single-family homes along it as well as a warehouse and church. The area requested would bring the entirety of the roadway into City Limits, which is approximately 0.8 miles. Approximately 0.23 miles are already in City Limits.

STAFF ANALYSIS

Bringing the rest of Old 1460 Trail into City Limits will reduce the gap in service between where the roadway is currently in City Limits and where it is not. This will align with the 2030 Comprehensive Plan's Land Use Policies 12 and 13, which call for supporting public safety services and infrastructure as well as promoting development decisions that serve the needs of our interlocal government partners. This request fulfills an agreement between the City and TxDOT as well as ensures there isn't a gap in service for residents and visitors that utilize Old 1460 Trail.

PUBLIC NOTIFICATION

As required by the Unified Development Code (UDC), a legal notice advertising the public hearing was placed in the Sun Newspaper (Sunday, February 22, 2026).

ATTACHMENTS

Exhibit 1 – Location Map
Exhibit 2 – Old 1460 Trail Metes and Bounds and Exhibit
Exhibit 3 – Area of ETJ to be Surrounded by City Limits
Exhibit 4 – Annexation Service Plan for Old 1460 Trail

SUBMITTED BY

Ryan Clark, Planning Manager

GEORGETOWN
TEXAS
more than welcome

Location

2025-2-ANX

Exhibit B.2
Old FM 1460 Traill

- Site
- Parcels
- City Limits
- Georgetown ETJ

N

0 250 500 Feet

LANDESIGN SERVICES, INC.
10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " 2 "

POLITICAL SUBDIVISION DESCRIPTION
FOR THE ANEXATION OF THE EXISTING RIGHT-OF-WAY OF OLD 1460 TRAIL TO THE CITY OF GEORGETOWN

BEING 6.351 ACRES WITHIN THE CITY OF GEORGETOWN EXTRA TERRITORIAL JURISDICTION, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE LEWIS J. DYCHES SURVEY, ABSTRACT NO. 180 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF OLD 1460 TRAIL (VARIABLE WIDTH RIGHT-OF-WAY); SAID 6.351 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8-inch rebar found in the existing East right-of-way line of Old 1460 Trail for the Northwest corner of a called 0.543 of one acre tract of land described in a General Warranty Deed with Third Party Vendor's Lien to Danielle Marie Bliss Dawson and Kenneth Roberts Dawson, recorded in Document No. 2020118191, of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.) and the common Southwest corner of a called 0.892 of one acre tract of land described in a Warranty Deed to Danny Seay, recorded in Document No. 200073712, of said O.P.R.W.C.T. for the most Northerly corner hereof;

THENCE **South 21°33'16" East**, with the existing East right-of-way line of said Old 1460 Trail, and the common West line of said 0.543 of one acre tract, then the West line of a called 1.01 acre tract of land described in a General Warranty Deed to Reayou, LLC, recorded in Document No. 2022016529, of said O.P.R.W.C.T., then the West line of a remainder of a called 236.41 acre tract of land described in a Warranty Deed with Vendor's Lien to Georgetown Railroad Company, Inc., recorded in Volume 1638, Page 369, of the Deed Records of Williamson County, Texas (D.R.W.C.T.), then the West line of a called 1.00 acre tract of land called Tract I and a 1.00 acre tract of land called Tract II, both described in a Warranty Deed to Starks Welding & Manufacturing Services, Inc., recorded in Document No. 2001000735, of said O.P.R.W.C.T., and then the West line of a called 2.00 acre tract of land described as Lot No. 1, WILLIAM ADDISON SURVEY, Abstract No. 21 in Volume 853, Page 321, of said D.R.W.C.T., and a called 1.836 acre tract described as Lot No. 2 in said Volume 853, Page 321, both further described as Tract 4 in a Texas Warranty Deed to Martha Ann Edwards, Trustee of the Martha Edwards Protection Trust, recorded in Document No. 2023017050, of said O.P.R.W.C.T., a distance of **1,075.20** feet to a 1/2-inch rebar at the Southwest corner of said Lot No. 1, and the common Northwest corner of said Lot No. 2;

THENCE **South 21°29'01" East**, with the existing East right-of-way line of said Old 1460 Trail, and the common West line of said 1.836 acre tract, a distance of **177.99** feet to a 1/2-inch rebar at the Southwest corner of a said 1.836 acre tract, and the common Northwest corner of a called 2.168 acre tract of land described in a General Warranty Deed with Vendor's Lien to Kingdom Point Church, recorded in Document No. 2020016967, of said O.P.R.W.C.T.;

THENCE **South 21°22'06" East**, with the existing East right-of-way line of said Old 1460 Trail, and the common West line of said 2.168 acre tract, a distance of **170.40** feet to a 1/2-inch rebar found at the Southwest corner of said 2.168 acre tract, and the common Northwest corner of a called 0.50 of one acre tract of land conveyed to Ben Garcia (No Recording Information Found);

THENCE, with the existing East right-of-way line of said Old 1460 Trail, and the common West line of said 0.50 of one acre tract, the following three (3) courses and distances:

1) **South 21°45'10" East,** a distance of **91.90** feet to a Texas Department of Transportation (TxDOT) Type I concrete monument found;

2) **South 43°06'27" East,** a distance of **54.05** feet to a Calculated Point; and

3) **South 21°18'27" East,** a distance of **49.24** feet to a Calculated Point at the Southwest corner of said 0.50 of one acre tract, common with a Northwest corner of said remainder of a called 236.41 acre tract;

THENCE **South 21°35'36" East**, with the existing East right-of-way line of said Old 1460 Trail, and the common West line of said remainder of a called 236.41 acre tract, passing at a distance of 532.08 feet, a Calculated Point at the Southernmost corner of said remainder of a called 236.41 acre tract and the common most Westerly corner of a called 16.269 acre tract of land described in a Special Warranty Deed to The State of Texas Acting by and Through the Texas Transportation Commission, described by deed as Parcel 207, Part 1, recorded in Document No. 2013117955, of said O.P.R.W.C.T., and continuing with the previous East right-of-way line of said Old 1460 Trail and the common West line of said 16.269 acre tract for a total distance of **1,281.36** feet to a Calculated Point at the return of the intersection of the previous East right-of-way line of said Old 1460 Trail and the previous North right-of-way line of SE Inner Loop (180' Wide Right-of-Way), at a Southwest corner of a said 16.269 acre tract;

THENCE**,** over and across the existing right-of-way of said SE Inner Loop, the following three (3) courses and distances:

1) **South 21°35'36" East,** a distance of **90.36** feet to a Calculated Point;

2) **South 68°24'24" West,** a distance of **99.99** feet to a Calculated Point for the most Southerly corner hereof; and

3) **North 21°41'50" West,** a distance of **96.16** feet to a Calculated Point at a Southeast corner of a called 0.043 of one acre tract of land described in a Deed to The State of Texas, Acting Through the Texas Transportation Commission, described by deed as Parcel 208, recorded in Document No. 2014096967, of said O.P.R.W.C.T., at the return of the intersection of the existing West right-of-way line of said Old 1460 Trail, same being the previous West right-of-way line of said Old 1460 Trail and the previous North right-of-way line of said SE Inner Loop;

THENCE **North 21°41'50" West**, with the previous West right-of-way line of said Old 1460 Trail, and the common East line of said 0.043 of one acre tract, a distance of **380.43** feet to a 1/2-inch rebar found at the Northeast corner of said 0.043 of one acre tract, and the common Southeast corner of a called 3.15 acre tract of land described in a General Warranty Deed with Vendor's Lien to Bertha Montes Garcia, recorded in Document No. 2020090906, of said O.P.R.W.C.T.,

THENCE with the existing West right-of-way line of said Old 1460 Trail, and the common East line of said 3.15 acre tract, then the East line of a called 10.00 acre tract of land described in a Warranty Deed to The Most Reverend Vincent M. Harris, Bishop of Austin, and His Successors in Office, recorded in Volume 554, Page 86, of said D.R.W.C.T., and then the East line of said Lot 1, Block A, RABBIT HOLLOW (AMENDED), a subdivision recorded in Cabinet E, Slide 33, of the Plat Records of Williamson County, Texas (P.R.W.C.T.), then of Lot 2, Block A, said RABBIT HOLLOW (AMENDED), the following three (3) courses and distances:

1) **North 21°29'17" West,** passing at a distance of 30.24 feet a 5/8-inch rebar found with aluminum cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION PROPERTY CORNER", and continuing for a total distance of **194.52** feet to a 1/2-inch rebar found with plastic cap stamped "RPLS 5784";

2) **North 32°41'00" West,** a distance of **51.04** feet to a TxDOT Type I concrete monument found; and

3) **North 21°22'21" West,** a distance of **759.65** feet to a Calculated Point at the return of the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing South right-of-way line of Rabbit Hollow Lane (50' Wide Right-of-Way), at a Northeast corner of said Lot 2, Block A;

THENCE **North 22°13'06" West,** over and across the existing right-of-way of said Rabbit Hollow Lane, a distance of **79.94** feet to 1/2-inch rebar found at the return of the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing North right-of-way line of Rabbit Hollow Lane, for a Southwest corner of Lot 1, Block C, said RABBIT HOLLOW (AMENDED);

THENCE with the existing West right-of-way line of said Old 1460 Trail, and the common East line of said Lot 1, Block C, then of Lot 2, Block C, said RABBIT HOLLOW (AMENDED), the following four (4) courses and distances:

1) **North 21°51'57" West,** a distance of **107.53** feet to a 1/2-inch rebar found for the Northeast corner of said Lot 1, Block C, and the common Southeast corner of said Lot 2, Block C;

2) **North 22°00'05" West,** a distance of **52.73** feet to a Calculated Point;

3) **North 10°12'34" West,** a distance of **50.98** feet to a TxDOT Type I concrete monument found; and

4) **North 21°33'30" West,** a distance of **18.83** feet to a 1/2-inch rebar found at the Northeast corner of said Lot 2, Block C, and the common Southeast corner of Lot 2, GEORGETOWN SOUTH, PHASE ONE, a subdivision recorded in Cabinet C, Slide 115, of said P.R.W.C.T.;

THENCE **North 21°29'19" West,** with the existing West right-of-way line of said Old 1460 Trail, and the common East line of last said Lot 2, then of Lot 1, said GEORGETOWN SOUTH, PHASE ONE, a distance of **380.54** feet to a Calculated Point at the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing South right-of-way line of Georgetown View Lane (50' Wide right-of-way) (undeveloped road), and the common Northwest corner of last said Lot 1;

THENCE **North 21°29'19" West,** over and across the existing right-of-way of said Georgetown View Lane, a distance of **52.51** feet to a 1/2-inch rebar found at the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing North right-of-way line of said Georgetown View Lane, for the Southeast corner of a called 1.09 acre tract of land described in a General Warranty Deed to Billy B. Postell and Lisa M. Postell, recorded in Document No. 2025021229, of said O.P.R.W.C.T.;

THENCE **North 21°21'33" West,** with the existing West right-of-way line of said Old 1460 Trail, and the common East line of said 1.09 acre tract, then the East line of a called 1.59 acre tract of land conveyed in a Special Warranty Deed to Dana Ruth Wilson, recorded in Document No. 2017116610, of said O.P.R.W.C.T., and described in a Deed Recorded in Volume 557, Page 201, of said D.R.W.C.T., a distance of **330.53** feet to a Calculated Point at the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing South right-of-way line of Thunder Valley Trail (50' Wide Right-of-Way), for the Northeast corner of said 1.59 acre tract;

THENCE **North 22°13'58" West,** over and across the existing right-of-way of said Thunder Valley Trail, a distance of **51.85** feet to a Calculated Point at the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing North right-of-way line of said Thunder Valley Trail, and the common Southeast corner of a called 0.46 of one acre tract of land described in a General Warranty Deed with Vendor's Lien to Bersain Giron Hilerio and wife, Marisol Barrera, recorded in Document No. 2022057810, of said O.P.R.W.C.T.;

THENCE **North 21°23'22" West,** with the existing West right-of-way line of said Old 1460 Trail, and the common East line of said 0.46 of one acre tract, then the East line of a called 0.695 of one acre tract of land described in a Warranty Deed with Vendor's Lien to Thomas W. Linton and Chelsea M. Whyte, recorded in Document No. 2013082706, of said O.P.R.W.C.T., a distance of **249.87** feet to a 1/2-inch rebar found for the Northeast corner of said 0.695 of one acre tract, and the common Southeast corner of a called 0.46 of one acre tract of land described in a deed to Jesse C. Chambers Jr. and wife, Patsy Chambers, recorded in Volume 522, Page 506, of the Deed Record of Williamson County, Texas (D.R.W.C.T.);

THENCE **North 21°34'19" West,** with the existing West right-of-way line of said Old 1460 Trail, and the common East line of last said 0.46 of one acre tract, a distance of **100.00** feet to a Calculated Point at the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing South right-of-way line of Pleasant Valley Drive (60' Wide Right-of-Way), being the Northeast corner of last said 0.46 of one acre tract;

THENCE **North 21°36'25" West,** over and across the existing right-of-way of said Pleasant Valley Drive, a distance of **31.68** feet to a Calculated Point in the approximate centerline of the existing right-of-way of said Pleasant Valley Drive;

THENCE **North 68°26'44" East,** over and across the existing right-of-way of said Old 1460 Trail, a distance of **78.49** feet to the **POINT OF BEGINNING** and containing 6.351 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on September 29, 2025.

03/13/2026

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

Job Number: 25-038
Attachments: K:\!2025\25038 - CoGT ROW Annexation\CAD\DWGs\25038_CoGT_ROW Annexation_Old 1460_Exhibit.dwg

LEGEND

●	1/2-INCH REBAR FOUND (OR AS NOTED)
■	2-INCH IRON PIPE FOUND
◉	CONCRETE MONUMENT FOUND
	5/8-INCH REBAR WITH CAP STAMPED TEXAS DEPARTMENT OF TRANSPORTATION FOUND (OR AS NOTED)
△	CALCULATED POINT (NOT SET)
▲	MAG-NAIL FOUND
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
DOC. NO.	DOCUMENT NUMBER
VOL., PG.	VOLUME, PAGE
CAB.	CABINET
R.O.W.	RIGHT-OF-WAY

GENERAL NOTES:

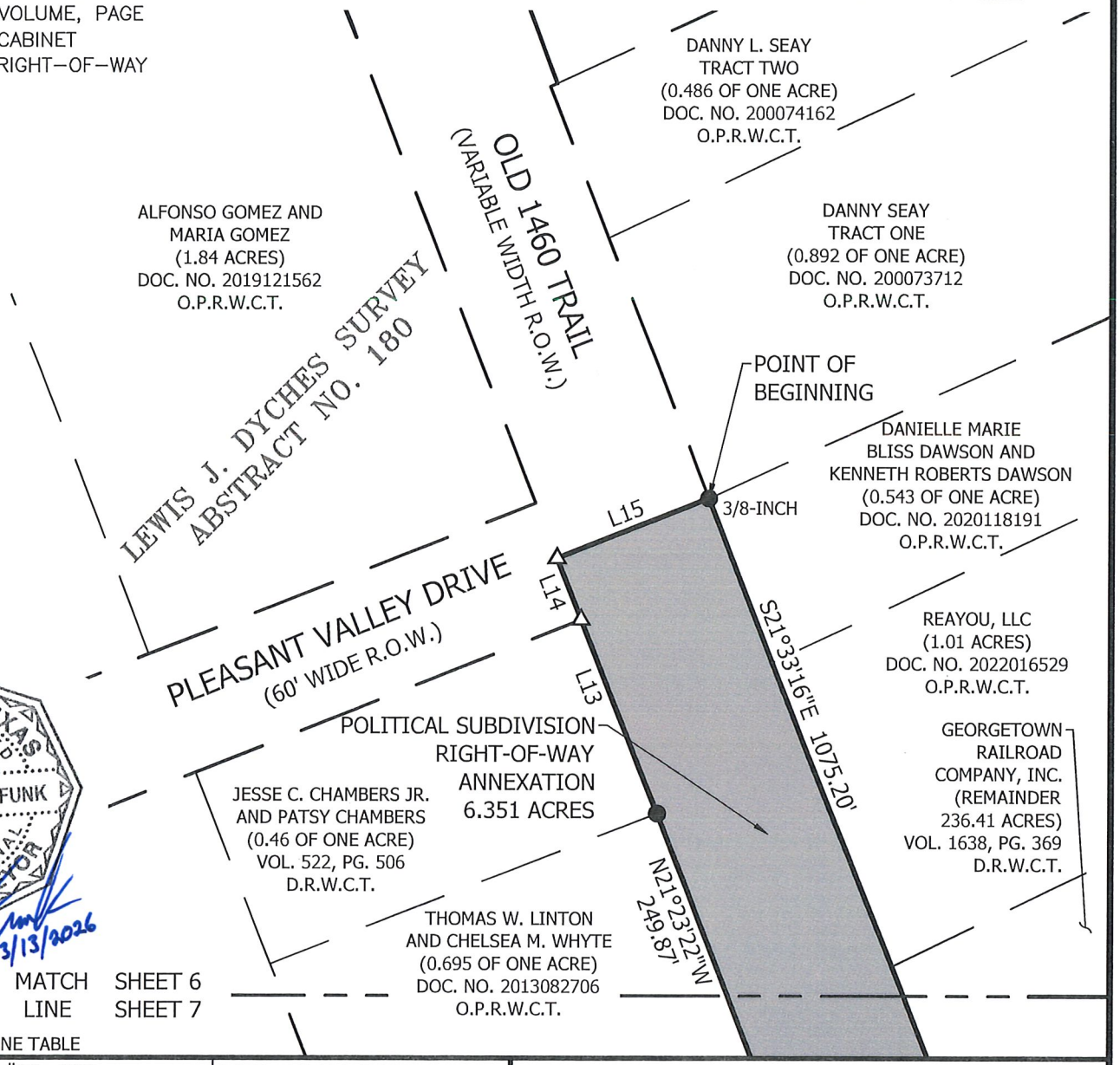
THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00012.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

80' 60' 40' 20' 0' 40' 80'

GRAPHIC SCALE



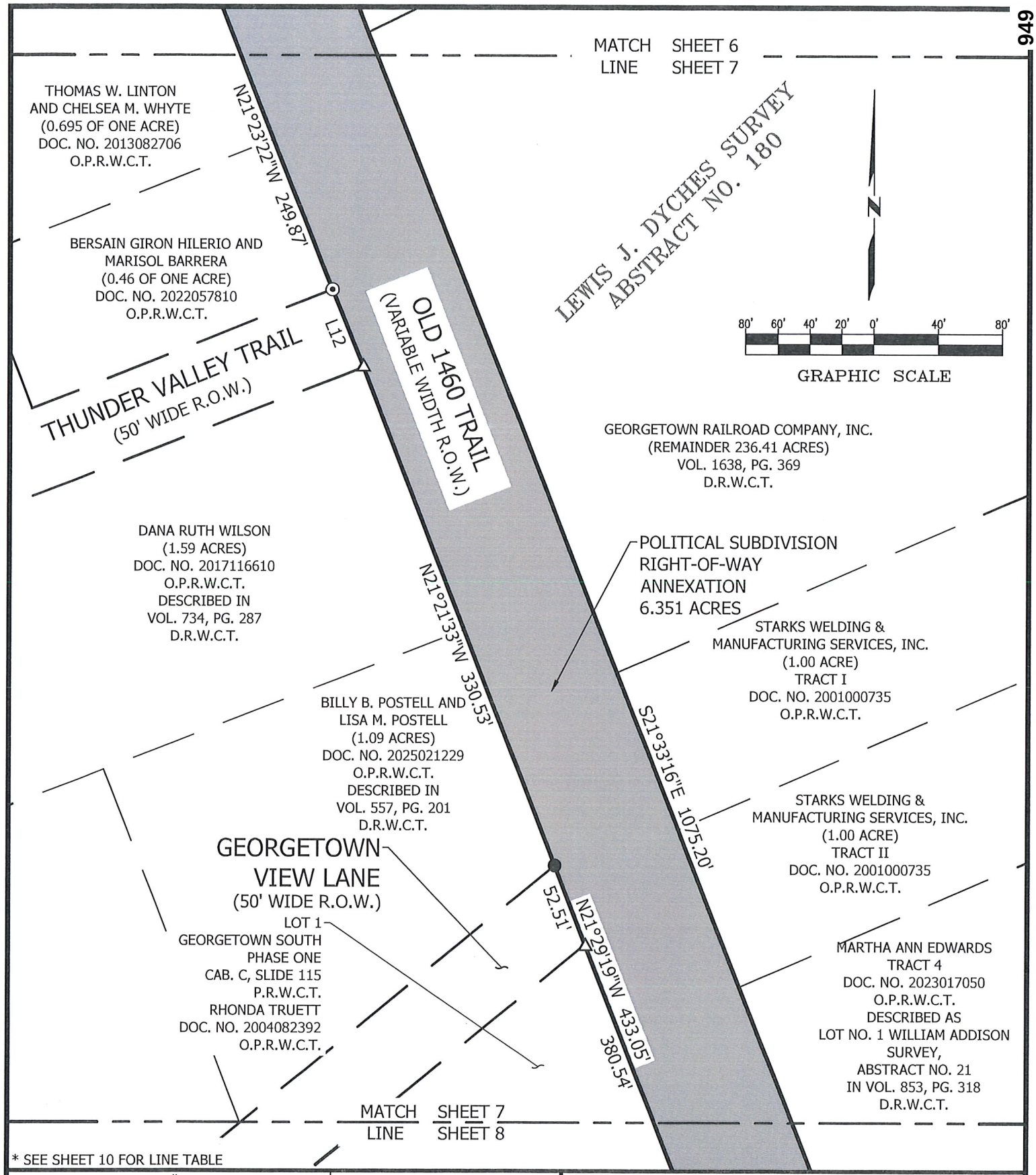
STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

03/13/2026

* SEE SHEET 10 FOR LINE TABLE

JOB NUMBER: JOB #25-038		DATE: 03/11/2026	
PROJECT NAME: CoGT ROW ANNEXATION			
DRAWING NAME: CoGT ROW ANNEXATION OLD 1460 EXHIBIT.DWG			
DRAWING FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DWGs			
METES AND BOUNDS FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DESCRIPTIONS			
RPLS: FWF	TECH: DNP	PARTY CHIEF: CD	CHK BY: HAS
SHEET 06 of 10	FIELDBOOKS 34/498	SCALE:1"=80'	

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901



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SHEET 07 of 10	FIELDBOOKS 34/498	SCALE:1"=80'	

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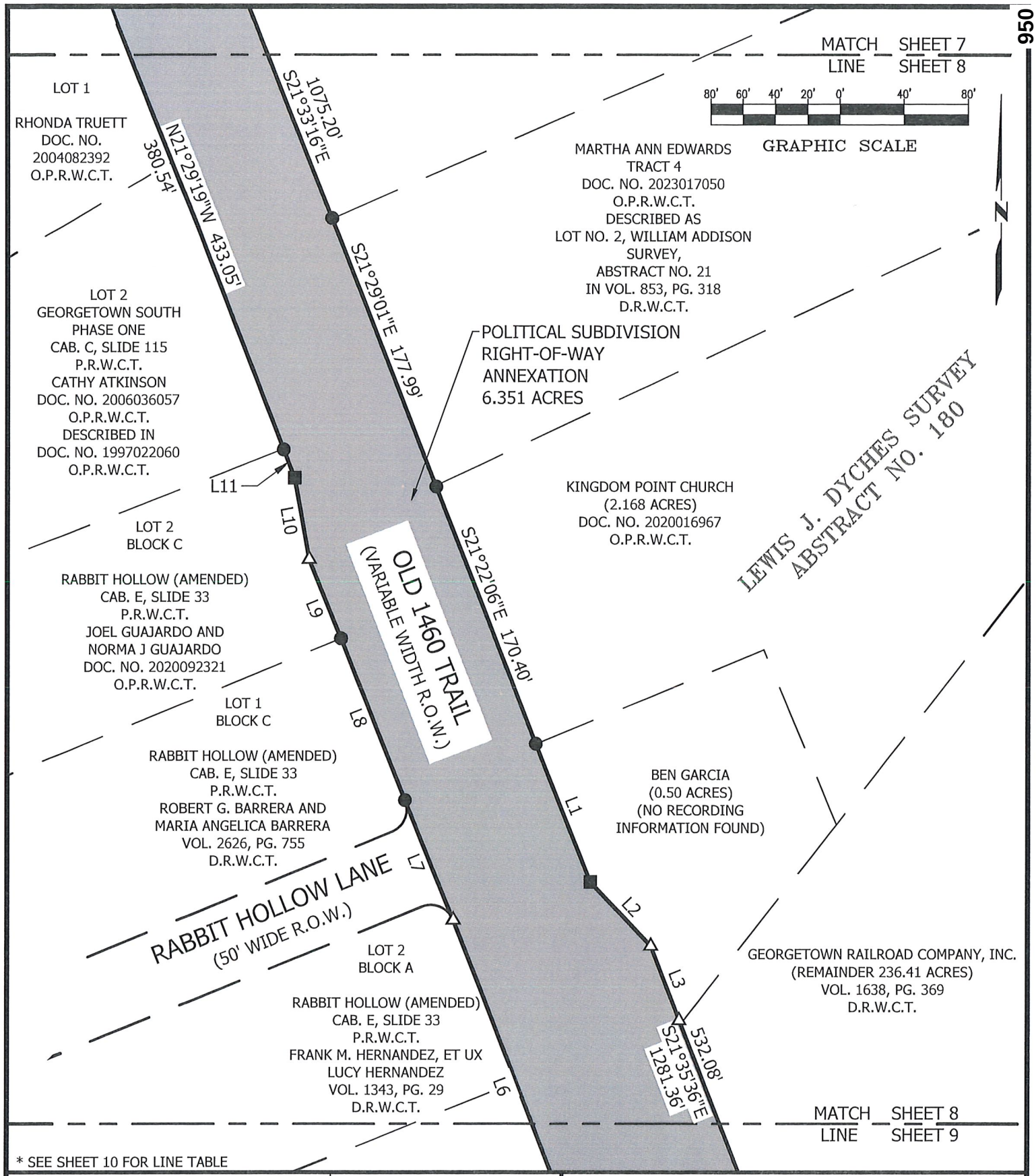

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RPLS: FWF	TECH: DNP	PARTY CHIEF: CD	CHK BY: HAS
SHEET 08 of 10	FIELDBOOKS 34/498	SCALE:1"=80'	

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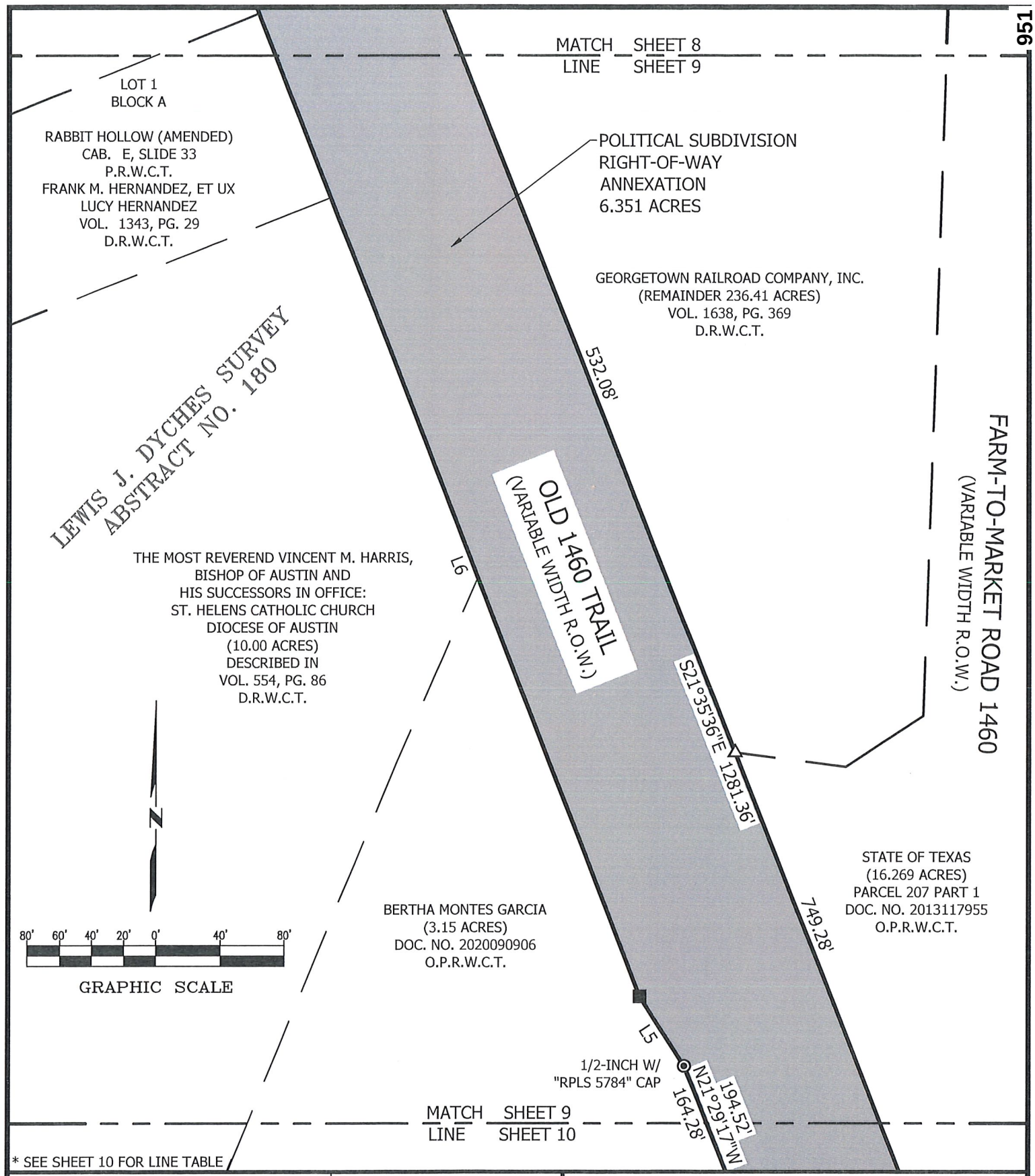

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RPLS: FWF	TECH: DNP	PARTY CHIEF: CD	CHK BY: HAS
SHEET 09 of 10	FIELDBOOKS 34/498	SCALE:1"=80'	

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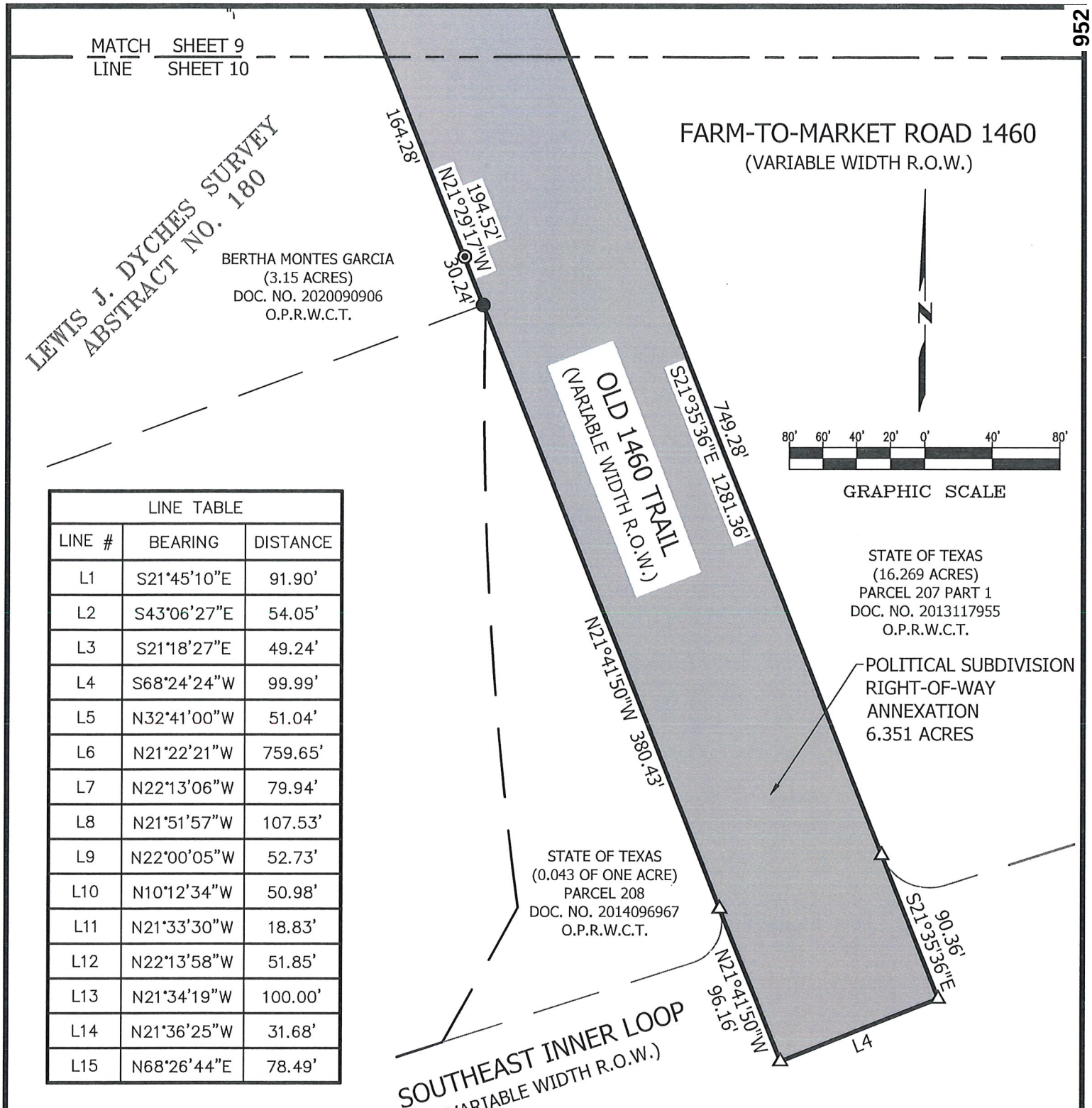

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S21°45'10"E	91.90'
L2	S43°06'27"E	54.05'
L3	S21°18'27"E	49.24'
L4	S68°24'24"W	99.99'
L5	N32°41'00"W	51.04'
L6	N21°22'21"W	759.65'
L7	N22°13'06"W	79.94'
L8	N21°51'57"W	107.53'
L9	N22°00'05"W	52.73'
L10	N10°12'34"W	50.98'
L11	N21°33'30"W	18.83'
L12	N22°13'58"W	51.85'
L13	N21°34'19"W	100.00'
L14	N21°36'25"W	31.68'
L15	N68°26'44"E	78.49'

JOB NUMBER: JOB #25-038		DATE: 03/11/2026	
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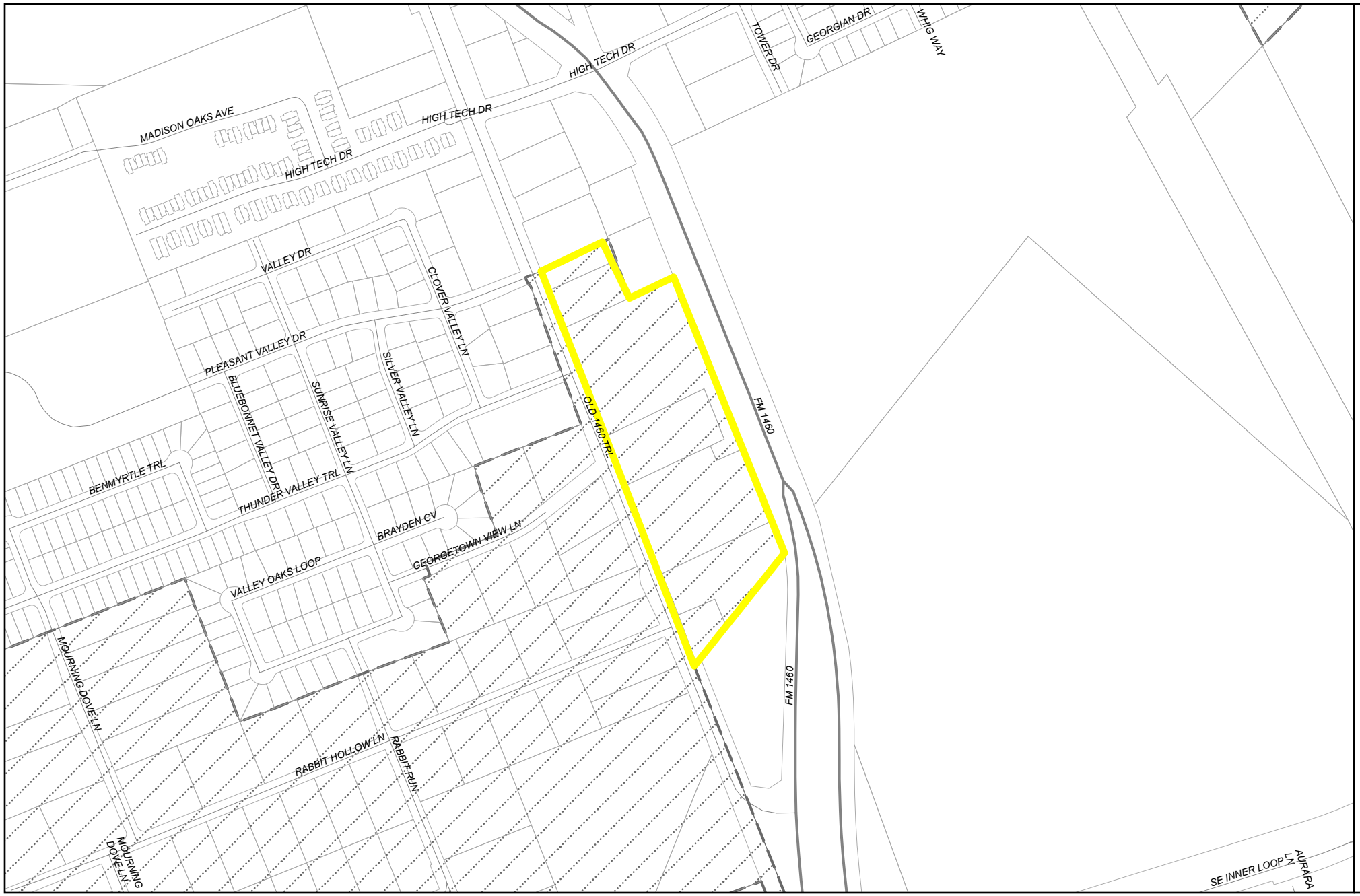


GEORGETOWN
TEXAS
more than welcome

Area to be Surrounded

2025-2-ANX

Exhibit C
Old FM 1460 Trail

- Area to be surrounded
- Parcels
- City Limits
- Georgetown ETJ

N

0 250 500 Feet

Exhibit 4

CITY OF GEORGETOWN
ANNEXATION SERVICE PLAN
AREA: OLD 1460 TRAIL
(PLEASANT VALLEY DRIVE TO FM 1460)
COUNCIL DISTRICT: NO. 1
DATE: APRIL 14, 2026

I. INTRODUCTION

This Service Plan (the "Plan") is made by the City of Georgetown, Texas ("City") pursuant to Sections 43.056(b)-(o) and 43.065 of the Texas Local Government Code ("LGC"). This Plan relates to the annexation into the City of the land shown on Exhibit "A" to this Service Plan, which is referred to as "the Old 1460 Trail Right of Way". The provisions of this Plan were made available for public inspection and explained to the public at the two public hearings held by the City on March 10, 2026 and March 24, 2026 in accordance with Section 43.063 of the LGC.

II. TERM OF SERVICE PLAN

Pursuant to Section 43.056(l) of the LGC, this Plan shall be in effect for a ten-year period commencing on the effective date of the ordinance approving the annexation. Renewal of the Plan shall be at the discretion of the City Council and must be accomplished by Ordinance.

III. INTENT

It is the intent of the City to provide municipal services in accordance with the timetables required by the LGC. The City reserves the rights guaranteed to it by the LGC to amend this Plan if the City Council determines that changed conditions, subsequent occurrences, or any other legally sufficient circumstances exist under the LGC or other Texas laws that make this Plan unworkable, obsolete, or unlawful.

IV. CATEGORIZATION OF MUNICIPAL SERVICES

The municipal services described herein are categorized by those services which are (1) available to the annexed area immediately upon annexation; (2) those services which will be available to the annexed area within 2½ years from the effective date of the annexation; and (3) those services for which capital improvements are needed and which will be available within 4½ years from the effective date of the annexation based upon a schedule for construction of such improvements as set forth herein.

For the purposes of this Plan, "provision of services" includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract, in whole or in part, and may include duties on the part of a private landowner with regard to such services.

In addition, in accordance with Section 43.056(g) of the LGC, if before annexation the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the same being provided by the City to other areas within the City limits, this Plan shall be construed to allow for the provision to the annexed area of a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area.

V. SERVICES TO BE PROVIDED UPON ANNEXATION

1. **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.

2. **Police** – The City's Police Department will provide protection and law enforcement services.

3. **Planning and Development, Building Permits, and Inspections Services** - 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.

4. **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.

5. **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.

6. **Library** – Upon annexation, library privileges will be available to anyone residing in the annexed area.

7. **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.

8. **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.

9. **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.

10. **Solid Waste Services** – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

11. **Code Compliance** – The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.

12. **Animal Control Services** – Upon annexation, the City shall provide animal control services in the annexed area.

13. **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.

14. **Health and Safety Regulations** – The provisions of the City Code of Ordinances relating to health and safety regulations (including but not limited to Fire Prevention Code; Fireworks; Food Sanitation; Noise Control; Nuisances; Junked Motor Vehicles; and Smoking in Public Places) shall apply in the annexed area.

15. **Regulations Pertaining to Peace, Morals and Welfare** -- The provisions of the City Code of Ordinances relating to peace, morals and welfare (including but not limited to Housing Discrimination; Weapons; and Enforcement of Other Miscellaneous Violations) shall apply in the annexed area.

VI. SERVICES TO BE PROVIDED WITHIN 4½ YEARS OF ANNEXATION; CAPITAL IMPROVEMENTS PROGRAM

1. **In General –** The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary for services that are provided directly by the City.

2. **Water and Wastewater Services–** Water and wastewater services are only provided to occupied lots that have been legally subdivided and platted or are otherwise a legal lot, and that are located within the boundaries of the City's authorized service areas. Further, existing residences in the annexed area that were served by a functioning onsite sewer system (septic system) shall continue to use such private system for wastewater services in conformance with the City Code of Ordinances. Existing non-residential

establishments in the annexed area may continue to use an onsite sewer system (septic system) for sewage disposal in conformance with the City Code of Ordinances. Upon the Development of any property in the annexed area, the provisions of the UDC shall apply. The City shall have no obligation to extend water or wastewater service to any part of the annexed area that is within the service area of another water or wastewater utility. For annexed areas located within the City's authorized service areas, the City shall, subject to the terms and conditions of this Plan, extend water and wastewater service in accordance with the service extension ordinances, policies, and standards that are summarized in Section X of this Plan, which may require that the property owner or developer of a newly developed tract install water and wastewater lines. The extension of water and wastewater services will be provided in accordance with the policies summarized in Section X of this Plan and with any applicable construction and design standards manuals adopted by the City.

3. **Water and Wastewater Capital Improvements Schedule –** Because of the time required to design and construct the necessary water and wastewater facilities to serve the annexed area, certain services cannot be reasonably provided within 2½ years of the effective date of annexation. Therefore, the City shall implement a program, which will be initiated after the effective date of the annexation and include the acquisition or construction of capital improvements necessary for providing water and wastewater services to the area. The following schedule for improvements is proposed: construction will commence within 2 ½ years from the effective date of annexation and will be substantially complete within 4 ½ years from the effective date of annexation. However, the provisions of Section VII of this Plan shall apply to the schedule for completion of all capital improvements. In addition, the acquisition or construction of the improvements shall be accomplished by purchase, lease, or other contract or by the City succeeding to the powers, duties, assets, and obligations of a conservation and reclamation district as authorized or required by law.

4. **Roads and Streets –** No road or street related capital improvements are necessary at this time. Future extension of roads or streets and installation of traffic control devices will be governed by the City's Comprehensive Plan, the City's Overall Transportation Plan, the City's Capital Improvements Plan; the City's regular or non-impact fee Capital Improvements Program, and any applicable City ordinances, policies, and procedures, which may require that the property owner or developer install roads and streets at the property owner's or developer's expense. It is anticipated that the developer of new subdivisions in the area will install street lighting in accordance with the City's standard policies and procedures. Provision of street lighting will be in accordance with the City's street lighting policies.

5. **Capital Improvements for Other Municipal Services** – No capital improvements are necessary at this time to provide municipal Police; Fire Protection; Emergency Medical Services; Solid Waste Collection; Public Parks, Playgrounds, or Swimming Pools; Public Buildings or Facilities; or Library Services. The annexed area will be included in the City's future planning for new or expanded capital improvements and evaluated on the same basis and in accordance with the same standards as similarly situated areas of the City.

VII. FORCE MAJEURE AND SCHEDULE EXTENSIONS

1. Certain events, described as Force Majeure Events in this Plan, are those over which the City has no control. Force Majeure Events shall include, but not be limited to, acts of God; terrorism or acts of a public enemy; war; blockages; riots; strikes; epidemics; forces of nature including landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes; arrest and restraint of government; explosions; collisions, and all other inabilities of the City, whether similar to those enumerated or otherwise, which are not within the control of the City. Any deadlines or other provisions of this Plan that are affected by a Force Majeure Event shall be automatically extended to account for delays caused by such Force Majeure Event.

2. In accordance with Section 43.056(e) of the LGC, this Plan and the schedules for capital improvements necessary to provide full municipal services to the annexed area may be amended by the City to extend the period for construction if the construction is proceeding with all deliberate speed. The construction of the improvements shall be accomplished in a continuous process and shall be completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices. However, the City does not violate this Plan if the construction process is interrupted for any reason by circumstances beyond the direct control of the City.

VIII. AMENDMENTS

Pursuant to the provisions of Section 43.056(k) of the LGC, on approval by the City Council, the Plan is a contractual obligation that is not subject to amendment or repeal except as provided by state law. Section 43.056(k) of the LGC provides that if the City Council determines, after public hearings, that changed conditions or subsequent occurrences make the Plan unworkable or obsolete, the City Council may amend the Plan to conform to the changed conditions or subsequent occurrences. An amended Plan must provide for services that are comparable to or better than those established in the Plan before amendment. Before any Plan amendments are adopted, the City Council must provide an opportunity for interested persons to be heard at public hearings called and held in the manner provided by Section 43.063 of the LGC.

IX. FEES

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.

X. WATER AND WASTEWATER SERVICE EXTENSION POLICIES

The policies and regulations related to water and wastewater utility extensions that are included in the City Code of Ordinances, the Unified Development Code, the City's Construction and Specifications Manual, Drainage Manual, and other published policies and technical manuals, as the same may be amended from time to time, shall control the extension of water and wastewater services to the annexed area.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF GEORGETOWN, TEXAS, AND THE ANNEXATION OF APPROXIMATELY 6.351 ACRES OF LAND IN THE LEWIS J. DYCHES SURVEY, ABSTRACT NO. 180 AND KNOWNS AS OLD 1460 TRAIL AS DESCRIBED HEREIN; FINDING THAT SURROUNDING THE AREA BETWEEN THE OLD 1460 TRAIL AND THE CURRENT CITY LIMITS IS IN THE PUBLIC INTEREST; PROVIDING FOR SERVICE PLANS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown ("City"), desires for the City, pursuant to Section 43.061 of the Local Government Code, to annex said area of land into the City of Georgetown, to-wit:

> 6.351 acres of land in the Lewis J. Dyches Survey, Abstract No. 180, more particularly shown on the map in *Exhibit "A"* and described by metes and bounds in *Exhibit "B,"* which are attached hereto and incorporated herein by reference as if set forth in full (the "Old 1460 Trail Right-of-Way");

WHEREAS, the Georgetown City Council approved a resolution granting the petition on February 24, 2026; and

WHEREAS, all of the herein-described property lies within the extraterritorial jurisdiction of the City of Georgetown, Texas; and

WHEREAS, the herein-described property lies adjacent and contiguous to the City of Georgetown, Texas; and

WHEREAS, the area to be annexed is not required to be 1,000 feet in width at its narrowest point because the annexation was initiated upon the written petition of the owner(s) of the area to be annexed; and

WHEREAS, the City of Georgetown wishes to undertake full jurisdiction, control, and maintenance of the property, for public road purposes, which property is situated within the City of Georgetown and more particularly shown in Exhibit "D" attached hereto from 0.1 mile north of High Tech Dr, southward to existing FM 1460 (0.13 mile north of Inner Loop), a distance of approximately 0.684 mile; and

WHEREAS, the City of Georgetown will work to maintain and improve the aforementioned property in perpetuity; and

WHEREAS, all prerequisites of state law and the City Charter have been complied with;

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

Section 1. The meeting at which this ordinance 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 ordinance 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. The City Council hereby finds that this ordinance implements and is not inconsistent or in conflict with any 2030 Comprehensive Plan Vision Statements, Goals and Policies.

Section 3. The City Council of the City of Georgetown hereby annexes into the city limits 6.351 acres of land in the Lewis J. Dyches Survey, Abstract No. 180, as shown in ***Exhibit A***, and described in ***Exhibit B*** of this Ordinance. The City Council of the City of Georgetown hereby approves the Service Plan for the area to be annexed, attached as ***Exhibit C*** to this Ordinance.

Section 4. The 6.351 acres, as described in ***Exhibit A*** and depicted in ***Exhibit B*** of this Ordinance is hereby included in City Council District 1, as it is adjacent to Council District 1.

Section 5. In accordance with Section 12.46.160 of the City's Code of Ordinances, the City's Official Transportation Service Area Map shall be updated to reflect that the Property is hereby included in the transportation service area known as "E".

Section 6. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Section 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance 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 First Reading on the 14th of April , 2026.

PASSED AND APPROVED on Second Reading on the 28th of April , 2026.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

LEGEND

●	1/2-INCH REBAR FOUND (OR AS NOTED)
■	2-INCH IRON PIPE FOUND
◉	CONCRETE MONUMENT FOUND
	5/8-INCH REBAR WITH CAP STAMPED TEXAS DEPARTMENT OF TRANSPORTATION FOUND (OR AS NOTED)
△	CALCULATED POINT (NOT SET)
▲	MAG-NAIL FOUND
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
DOC. NO.	DOCUMENT NUMBER
VOL., PG.	VOLUME, PAGE
CAB.	CABINET
R.O.W.	RIGHT-OF-WAY

GENERAL NOTES:

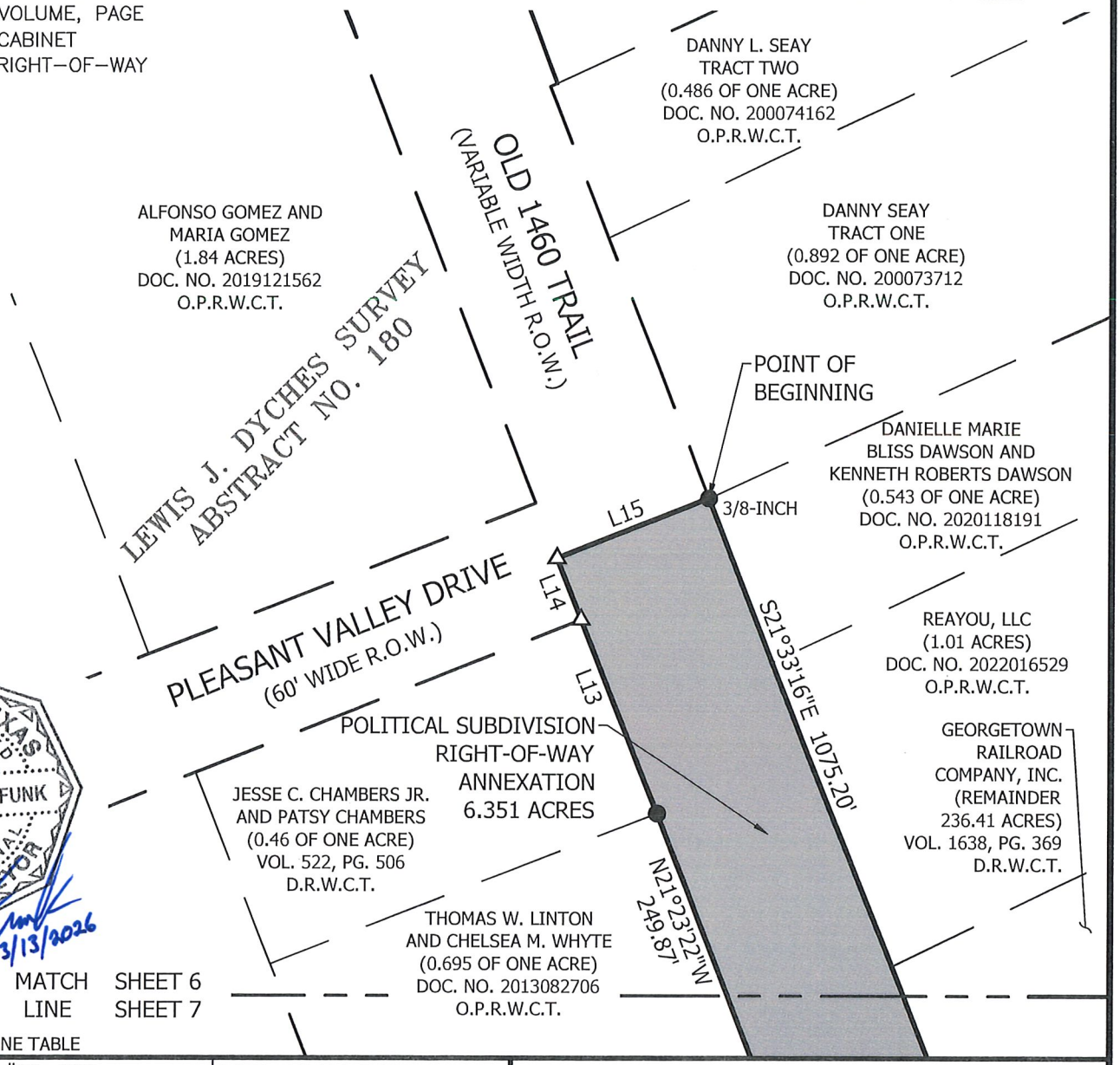
THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00012.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

80' 60' 40' 20' 0' 40' 80'

GRAPHIC SCALE



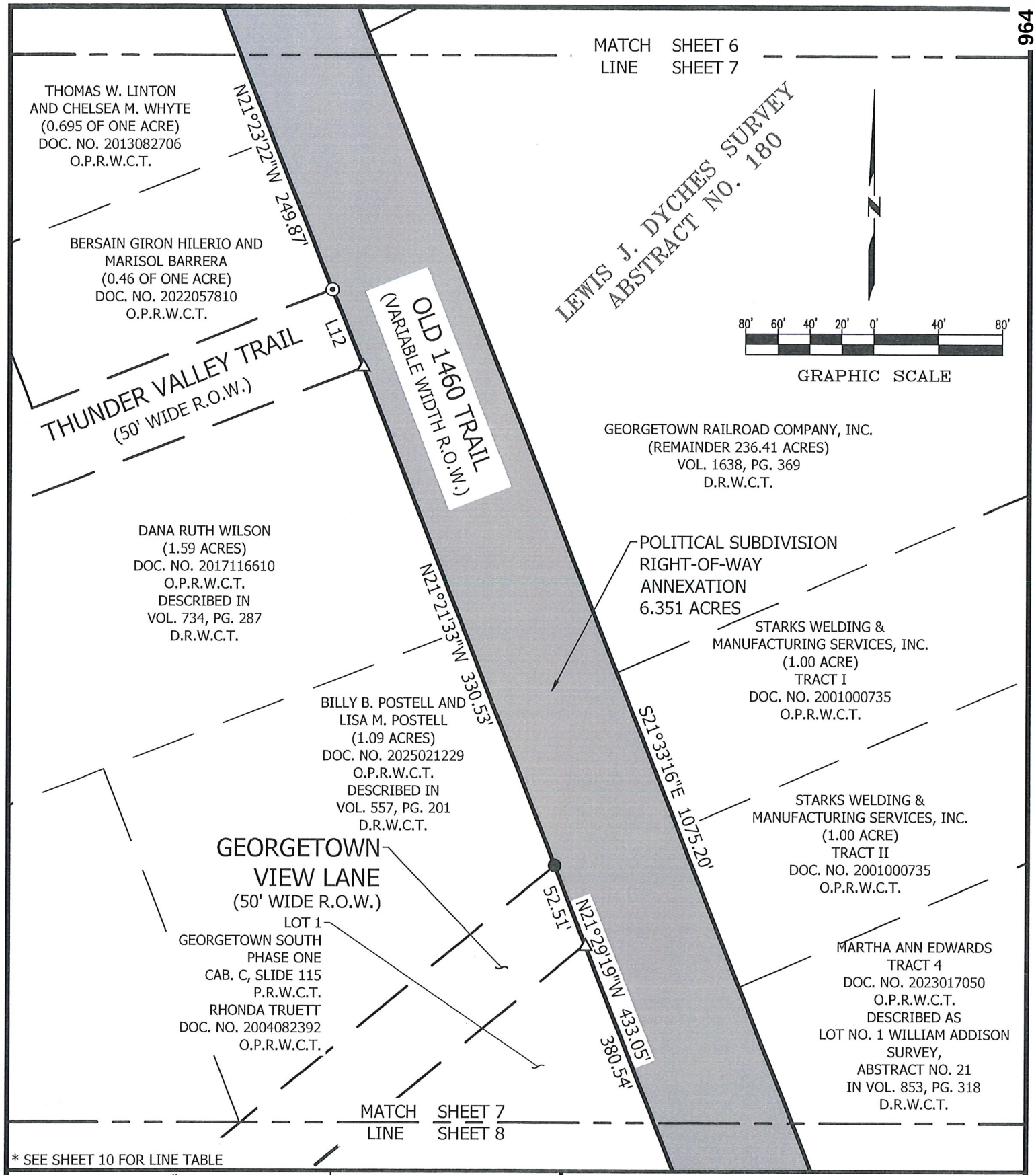
STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

03/13/2026

* SEE SHEET 10 FOR LINE TABLE

JOB NUMBER: JOB #25-038		DATE: 03/11/2026	
PROJECT NAME: CoGT ROW ANNEXATION			
DRAWING NAME: CoGT ROW ANNEXATION OLD 1460 EXHIBIT.DWG			
DRAWING FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DWGs			
METES AND BOUNDS FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DESCRIPTIONS			
RPLS: FWF	TECH: DNP	PARTY CHIEF: CD	CHK BY: HAS
SHEET 06 of 10	FIELDBOOKS 34/498	SCALE:1"=80'	

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901



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SHEET 07 of 10	FIELDBOOKS 34/498	SCALE:1"=80'	

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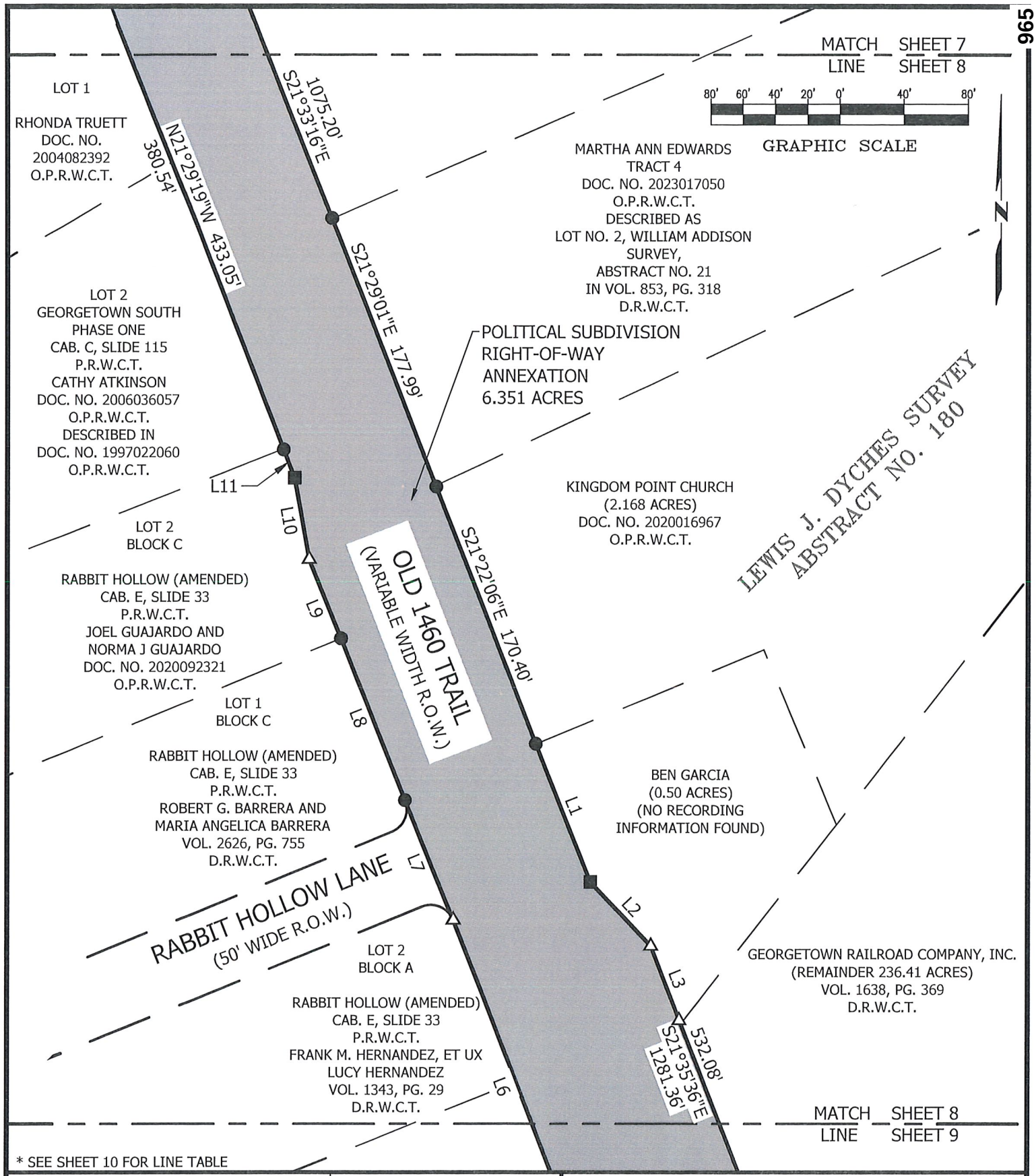

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RPLS: FWF	TECH: DNP	PARTY CHIEF: CD	CHK BY: HAS
SHEET 08 of 10	FIELDBOOKS 34/498	SCALE:1"=80'	

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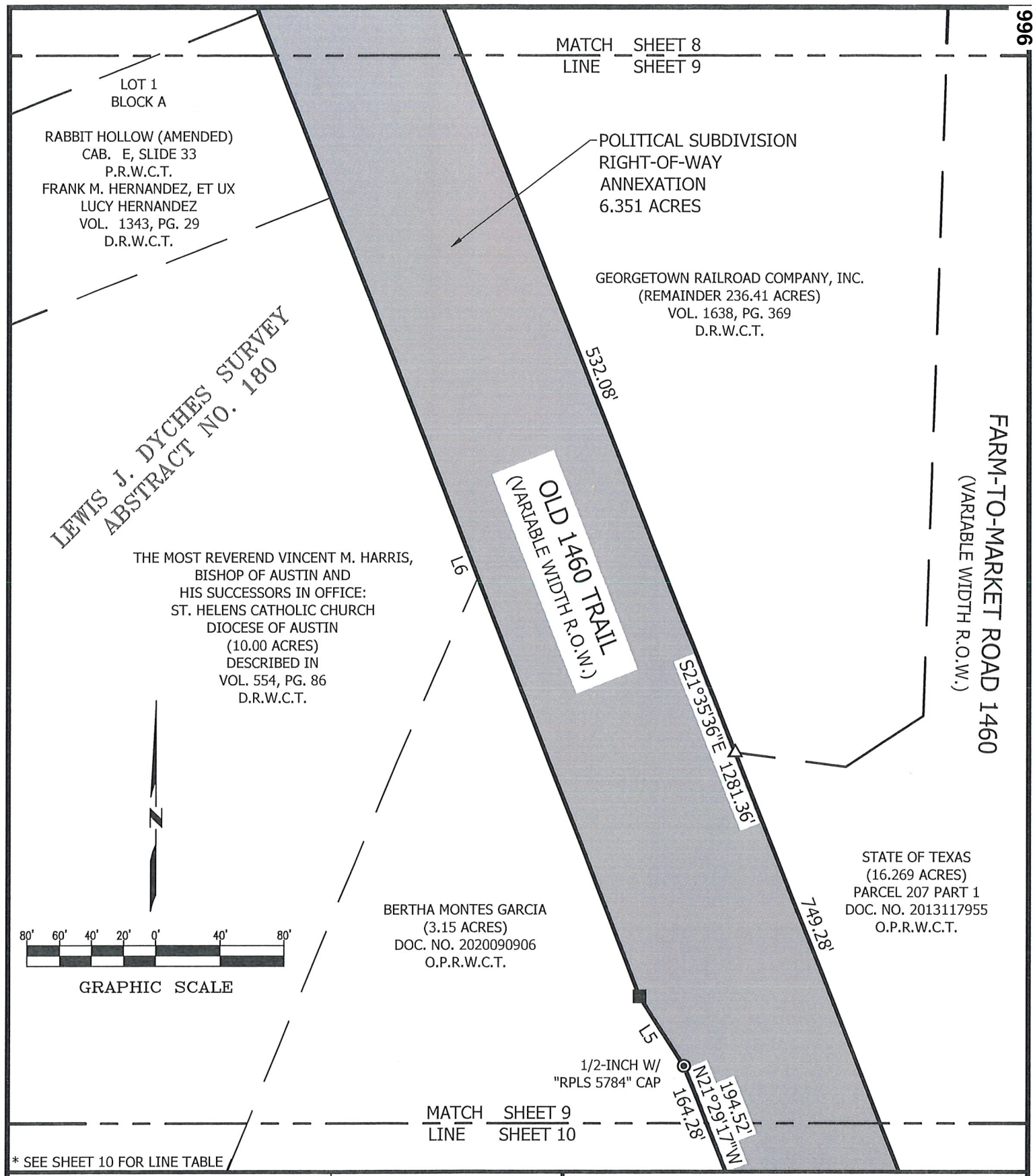

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RPLS: FWF	TECH: DNP	PARTY CHIEF: CD	CHK BY: HAS
SHEET 09 of 10	FIELDBOOKS 34/498	SCALE:1"=80'	

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
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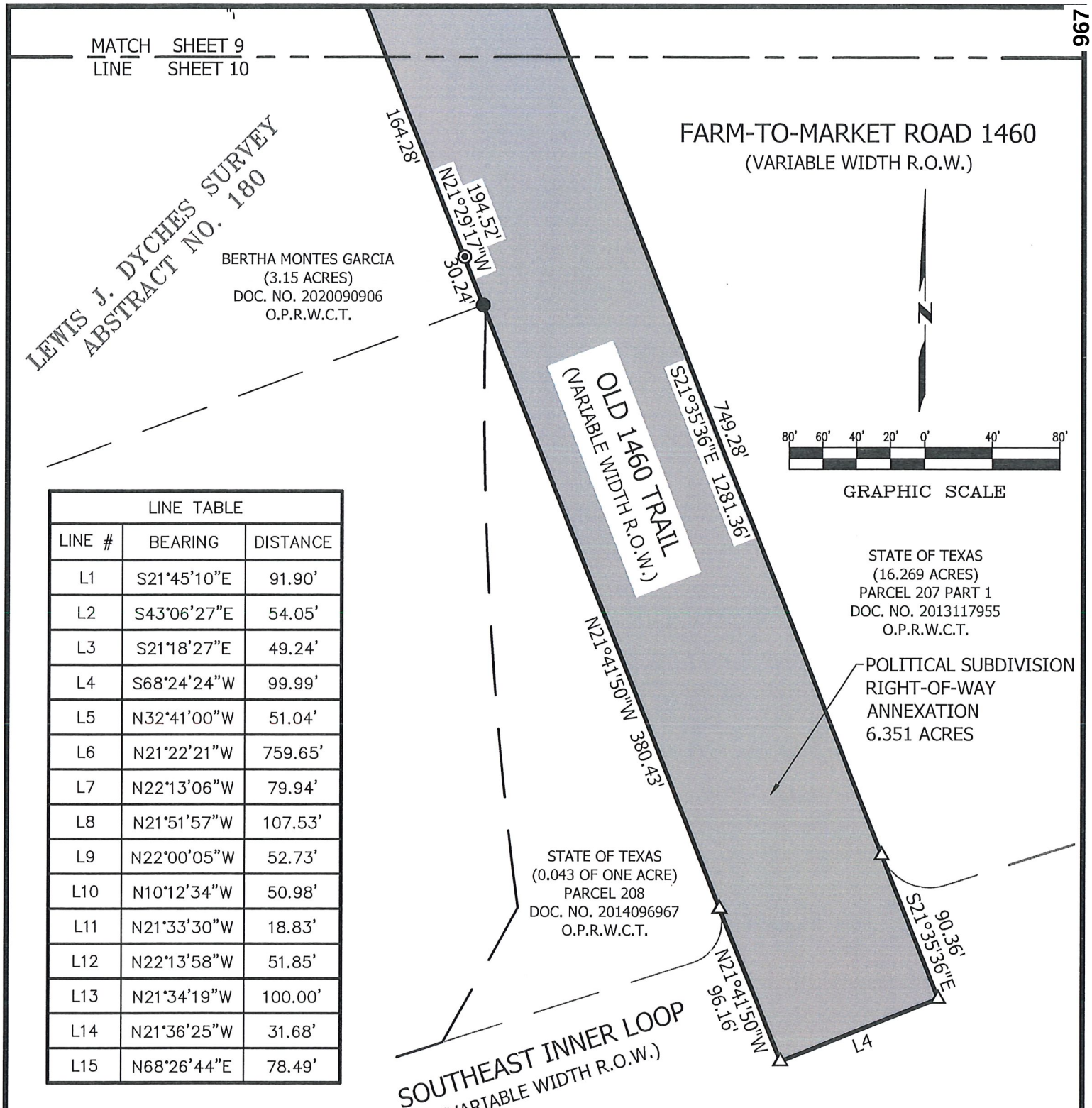

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S21°45'10"E	91.90'
L2	S43°06'27"E	54.05'
L3	S21°18'27"E	49.24'
L4	S68°24'24"W	99.99'
L5	N32°41'00"W	51.04'
L6	N21°22'21"W	759.65'
L7	N22°13'06"W	79.94'
L8	N21°51'57"W	107.53'
L9	N22°00'05"W	52.73'
L10	N10°12'34"W	50.98'
L11	N21°33'30"W	18.83'
L12	N22°13'58"W	51.85'
L13	N21°34'19"W	100.00'
L14	N21°36'25"W	31.68'
L15	N68°26'44"E	78.49'

JOB NUMBER: JOB #25-038		DATE: 03/11/2026	
PROJECT NAME: CoGT ROW ANNEXATION			
DRAWING NAME: CoGT ROW ANNEXATION OLD 1460 EXHIBIT.DWG			
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RPLS: FWF	TECH: DNP	PARTY CHIEF: CD	CHK BY: HAS
SHEET 10 of 10	FIELDBOOKS 34/498	SCALE:1"=80'	

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

EXHIBIT B

LANDESIGN SERVICES, INC.
10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " __ "

POLITICAL SUBDIVISION DESCRIPTION
FOR THE ANEXATION OF THE EXISTING RIGHT-OF-WAY OF OLD 1460 TRAIL TO THE CITY OF GEORGETOWN

BEING 6.351 ACRES WITHIN THE CITY OF GEORGETOWN EXTRA TERRITORIAL JURISDICTION, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE LEWIS J. DYCHES SURVEY, ABSTRACT NO. 180 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF OLD 1460 TRAIL (VARIABLE WIDTH RIGHT-OF-WAY); SAID 6.351 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8-inch rebar found in the existing East right-of-way line of Old 1460 Trail for the Northwest corner of a called 0.543 of one acre tract of land described in a General Warranty Deed with Third Party Vendor's Lien to Danielle Marie Bliss Dawson and Kenneth Roberts Dawson, recorded in Document No. 2020118191, of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.) and the common Southwest corner of a called 0.892 of one acre tract of land described in a Warranty Deed to Danny Seay, recorded in Document No. 200073712, of said O.P.R.W.C.T. for the most Northerly corner hereof;

THENCE **South 21°33'16" East**, with the existing East right-of-way line of said Old 1460 Trail, and the common West line of said 0.543 of one acre tract, then the West line of a called 1.01 acre tract of land described in a General Warranty Deed to Reayou, LLC, recorded in Document No. 2022016529, of said O.P.R.W.C.T., then the West line of a remainder of a called 236.41 acre tract of land described in a Warranty Deed with Vendor's Lien to Georgetown Railroad Company, Inc., recorded in Volume 1638, Page 369, of the Deed Records of Williamson County, Texas (D.R.W.C.T.), then the West line of a called 1.00 acre tract of land called Tract I and a 1.00 acre tract of land called Tract II, both described in a Warranty Deed to Starks Welding & Manufacturing Services, Inc., recorded in Document No. 2001000735, of said O.P.R.W.C.T., and then the West line of a called 2.00 acre tract of land described as Lot No. 1, WILLIAM ADDISON SURVEY, Abstract No. 21 in Volume 853, Page 321, of said D.R.W.C.T., and a called 1.836 acre tract described as Lot No. 2 in said Volume 853, Page 321, both further described as Tract 4 in a Texas Warranty Deed to Martha Ann Edwards, Trustee of the Martha Edwards Protection Trust, recorded in Document No. 2023017050, of said O.P.R.W.C.T., a distance of **1,075.20** feet to a 1/2-inch rebar at the Southwest corner of said Lot No. 1, and the common Northwest corner of said Lot No. 2;

THENCE **South 21°29'01" East**, with the existing East right-of-way line of said Old 1460 Trail, and the common West line of said 1.836 acre tract, a distance of **177.99** feet to a 1/2-inch rebar at the Southwest corner of a said 1.836 acre tract, and the common Northwest corner of a called 2.168 acre tract of land described in a General Warranty Deed with Vendor's Lien to Kingdom Point Church, recorded in Document No. 2020016967, of said O.P.R.W.C.T.;

THENCE **South 21°22'06" East**, with the existing East right-of-way line of said Old 1460 Trail, and the common West line of said 2.168 acre tract, a distance of **170.40** feet to a 1/2-inch rebar found at the Southwest corner of said 2.168 acre tract, and the common Northwest corner of a called 0.50 of one acre tract of land conveyed to Ben Garcia (No Recording Information Found);

THENCE, with the existing East right-of-way line of said Old 1460 Trail, and the common West line of said 0.50 of one acre tract, the following three (3) courses and distances:

1) **South 21°45'10" East,** a distance of **91.90** feet to a Texas Department of Transportation (TxDOT) Type I concrete monument found;

2) **South 43°06'27" East,** a distance of **54.05** feet to a Calculated Point; and

3) **South 21°18'27" East,** a distance of **49.24** feet to a Calculated Point at the Southwest corner of said 0.50 of one acre tract, common with a Northwest corner of said remainder of a called 236.41 acre tract;

THENCE **South 21°35'36" East**, with the existing East right-of-way line of said Old 1460 Trail, and the common West line of said remainder of a called 236.41 acre tract, passing at a distance of 532.08 feet, a Calculated Point at the Southernmost corner of said remainder of a called 236.41 acre tract and the common most Westerly corner of a called 16.269 acre tract of land described in a Special Warranty Deed to The State of Texas Acting by and Through the Texas Transportation Commission, described by deed as Parcel 207, Part 1, recorded in Document No. 2013117955, of said O.P.R.W.C.T., and continuing with the previous East right-of-way line of said Old 1460 Trail and the common West line of said 16.269 acre tract for a total distance of **1,281.36** feet to a Calculated Point at the return of the intersection of the previous East right-of-way line of said Old 1460 Trail and the previous North right-of-way line of SE Inner Loop (180' Wide Right-of-Way), at a Southwest corner of a said 16.269 acre tract;

THENCE**,** over and across the existing right-of-way of said SE Inner Loop, the following three (3) courses and distances:

1) **South 21°35'36" East,** a distance of **90.36** feet to a Calculated Point;

2) **South 68°24'24" West,** a distance of **99.99** feet to a Calculated Point for the most Southerly corner hereof; and

3) **North 21°41'50" West,** a distance of **96.16** feet to a Calculated Point at a Southeast corner of a called 0.043 of one acre tract of land described in a Deed to The State of Texas, Acting Through the Texas Transportation Commission, described by deed as Parcel 208, recorded in Document No. 2014096967, of said O.P.R.W.C.T., at the return of the intersection of the existing West right-of-way line of said Old 1460 Trail, same being the previous West right-of-way line of said Old 1460 Trail and the previous North right-of-way line of said SE Inner Loop;

THENCE **North 21°41'50" West**, with the previous West right-of-way line of said Old 1460 Trail, and the common East line of said 0.043 of one acre tract, a distance of **380.43** feet to a 1/2-inch rebar found at the Northeast corner of said 0.043 of one acre tract, and the common Southeast corner of a called 3.15 acre tract of land described in a General Warranty Deed with Vendor's Lien to Bertha Montes Garcia, recorded in Document No. 2020090906, of said O.P.R.W.C.T.,

THENCE with the existing West right-of-way line of said Old 1460 Trail, and the common East line of said 3.15 acre tract, then the East line of a called 10.00 acre tract of land described in a Warranty Deed to The Most Reverend Vincent M. Harris, Bishop of Austin, and His Successors in Office, recorded in Volume 554, Page 86, of said D.R.W.C.T., and then the East line of said Lot 1, Block A, RABBIT HOLLOW (AMENDED), a subdivision recorded in Cabinet E, Slide 33, of the Plat Records of Williamson County, Texas (P.R.W.C.T.), then of Lot 2, Block A, said RABBIT HOLLOW (AMENDED), the following three (3) courses and distances:

1) **North 21°29'17" West,** passing at a distance of 30.24 feet a 5/8-inch rebar found with aluminum cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION PROPERTY CORNER", and continuing for a total distance of **194.52** feet to a 1/2-inch rebar found with plastic cap stamped "RPLS 5784";

2) **North 32°41'00" West,** a distance of **51.04** feet to a TxDOT Type I concrete monument found; and

3) **North 21°22'21" West,** a distance of **759.65** feet to a Calculated Point at the return of the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing South right-of-way line of Rabbit Hollow Lane (50' Wide Right-of-Way), at a Northeast corner of said Lot 2, Block A;

THENCE **North 22°13'06" West,** over and across the existing right-of-way of said Rabbit Hollow Lane, a distance of **79.94** feet to 1/2-inch rebar found at the return of the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing North right-of-way line of Rabbit Hollow Lane, for a Southwest corner of Lot 1, Block C, said RABBIT HOLLOW (AMENDED);

THENCE with the existing West right-of-way line of said Old 1460 Trail, and the common East line of said Lot 1, Block C, then of Lot 2, Block C, said RABBIT HOLLOW (AMENDED), the following four (4) courses and distances:

1) **North 21°51'57" West,** a distance of **107.53** feet to a 1/2-inch rebar found for the Northeast corner of said Lot 1, Block C, and the common Southeast corner of said Lot 2, Block C;

2) **North 22°00'05" West,** a distance of **52.73** feet to a Calculated Point;

3) **North 10°12'34" West,** a distance of **50.98** feet to a TxDOT Type I concrete monument found; and

4) **North 21°33'30" West,** a distance of **18.83** feet to a 1/2-inch rebar found at the Northeast corner of said Lot 2, Block C, and the common Southeast corner of Lot 2, GEORGETOWN SOUTH, PHASE ONE, a subdivision recorded in Cabinet C, Slide 115, of said P.R.W.C.T.;

THENCE **North 21°29'19" West,** with the existing West right-of-way line of said Old 1460 Trail, and the common East line of last said Lot 2, then of Lot 1, said GEORGETOWN SOUTH, PHASE ONE, a distance of **380.54** feet to a Calculated Point at the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing South right-of-way line of Georgetown View Lane (50' Wide right-of-way) (undeveloped road), and the common Northwest corner of last said Lot 1;

THENCE **North 21°29'19" West,** over and across the existing right-of-way of said Georgetown View Lane, a distance of **52.51** feet to a 1/2-inch rebar found at the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing North right-of-way line of said Georgetown View Lane, for the Southeast corner of a called 1.09 acre tract of land described in a General Warranty Deed to Billy B. Postell and Lisa M. Postell, recorded in Document No. 2025021229, of said O.P.R.W.C.T.;

THENCE **North 21°21'33" West,** with the existing West right-of-way line of said Old 1460 Trail, and the common East line of said 1.09 acre tract, then the East line of a called 1.59 acre tract of land conveyed in a Special Warranty Deed to Dana Ruth Wilson, recorded in Document No. 2017116610, of said O.P.R.W.C.T., and described in a Deed Recorded in Volume 557, Page 201, of said D.R.W.C.T., a distance of **330.53** feet to a Calculated Point at the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing South right-of-way line of Thunder Valley Trail (50' Wide Right-of-Way), for the Northeast corner of said 1.59 acre tract;

THENCE **North 22°13'58" West,** over and across the existing right-of-way of said Thunder Valley Trail, a distance of **51.85** feet to a Calculated Point at the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing North right-of-way line of said Thunder Valley Trail, and the common Southeast corner of a called 0.46 of one acre tract of land described in a General Warranty Deed with Vendor's Lien to Bersain Giron Hilerio and wife, Marisol Barrera, recorded in Document No. 2022057810, of said O.P.R.W.C.T.;

THENCE **North 21°23'22" West,** with the existing West right-of-way line of said Old 1460 Trail, and the common East line of said 0.46 of one acre tract, then the East line of a called 0.695 of one acre tract of land described in a Warranty Deed with Vendor's Lien to Thomas W. Linton and Chelsea M. Whyte, recorded in Document No. 2013082706, of said O.P.R.W.C.T., a distance of **249.87** feet to a 1/2-inch rebar found for the Northeast corner of said 0.695 of one acre tract, and the common Southeast corner of a called 0.46 of one acre tract of land described in a deed to Jesse C. Chambers Jr. and wife, Patsy Chambers, recorded in Volume 522, Page 506, of the Deed Record of Williamson County, Texas (D.R.W.C.T.);

THENCE **North 21°34'19" West,** with the existing West right-of-way line of said Old 1460 Trail, and the common East line of last said 0.46 of one acre tract, a distance of **100.00** feet to a Calculated Point at the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing South right-of-way line of Pleasant Valley Drive (60' Wide Right-of-Way), being the Northeast corner of last said 0.46 of one acre tract;

THENCE **North 21°36'25" West,** over and across the existing right-of-way of said Pleasant Valley Drive, a distance of **31.68** feet to a Calculated Point in the approximate centerline of the existing right-of-way of said Pleasant Valley Drive;

THENCE **North 68°26'44" East,** over and across the existing right-of-way of said Old 1460 Trail, a distance of **78.49** feet to the **POINT OF BEGINNING** and containing 6.351 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on September 29, 2025.

03/13/2026

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

Job Number: 25-038
Attachments: K:\!2025\25038 - CoGT ROW Annexation\CAD\DWGs\25038_CoGT_ROW Annexation_Old 1460_Exhibit.dwg

EXHIBIT C

CITY OF GEORGETOWN
ANNEXATION SERVICE PLAN
AREA: OLD 1460 TRAIL
(PLEASANT VALLEY DRIVE TO FM 1460)
COUNCIL DISTRICT: NO. 1
DATE: APRIL 14, 2026

I. INTRODUCTION

This Service Plan (the "Plan") is made by the City of Georgetown, Texas ("City") pursuant to Sections 43.056(b)-(o) and 43.065 of the Texas Local Government Code ("LGC"). This Plan relates to the annexation into the City of the land shown on Exhibit "A" to this Service Plan, which is referred to as "the Old 1460 Trail Right of Way". The provisions of this Plan were made available for public inspection and explained to the public at the two public hearings held by the City on March 10, 2026 and March 24, 2026 in accordance with Section 43.063 of the LGC.

II. TERM OF SERVICE PLAN

Pursuant to Section 43.056(l) of the LGC, this Plan shall be in effect for a ten-year period commencing on the effective date of the ordinance approving the annexation. Renewal of the Plan shall be at the discretion of the City Council and must be accomplished by Ordinance.

III. INTENT

It is the intent of the City to provide municipal services in accordance with the timetables required by the LGC. The City reserves the rights guaranteed to it by the LGC to amend this Plan if the City Council determines that changed conditions, subsequent occurrences, or any other legally sufficient circumstances exist under the LGC or other Texas laws that make this Plan unworkable, obsolete, or unlawful.

IV. CATEGORIZATION OF MUNICIPAL SERVICES

The municipal services described herein are categorized by those services which are (1) available to the annexed area immediately upon annexation; (2) those services which will be available to the annexed area within 2½ years from the effective date of the annexation; and (3) those services for which capital improvements are needed and which will be available within 4½ years from the effective date of the annexation based upon a schedule for construction of such improvements as set forth herein.

For the purposes of this Plan, "provision of services" includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract, in whole or in part, and may include duties on the part of a private landowner with regard to such services.

In addition, in accordance with Section 43.056(g) of the LGC, if before annexation the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the same being provided by the City to other areas within the City limits, this Plan shall be construed to allow for the provision to the annexed area of a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area.

V. SERVICES TO BE PROVIDED UPON ANNEXATION

1. **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.

2. **Police** – The City's Police Department will provide protection and law enforcement services.

3. **Planning and Development, Building Permits, and Inspections Services** - 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.

4. **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.

5. **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.

6. **Library** – Upon annexation, library privileges will be available to anyone residing in the annexed area.

7. **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.

8. **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.

9. **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.

10. **Solid Waste Services** – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

11. **Code Compliance** – The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.

12. **Animal Control Services** – Upon annexation, the City shall provide animal control services in the annexed area.

13. **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.

14. **Health and Safety Regulations** – The provisions of the City Code of Ordinances relating to health and safety regulations (including but not limited to Fire Prevention Code; Fireworks; Food Sanitation; Noise Control; Nuisances; Junked Motor Vehicles; and Smoking in Public Places) shall apply in the annexed area.

15. **Regulations Pertaining to Peace, Morals and Welfare** -- The provisions of the City Code of Ordinances relating to peace, morals and welfare (including but not limited to Housing Discrimination; Weapons; and Enforcement of Other Miscellaneous Violations) shall apply in the annexed area.

VI. SERVICES TO BE PROVIDED WITHIN 4½ YEARS OF ANNEXATION; CAPITAL IMPROVEMENTS PROGRAM

1. **In General –** The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary for services that are provided directly by the City.

2. **Water and Wastewater Services–** Water and wastewater services are only provided to occupied lots that have been legally subdivided and platted or are otherwise a legal lot, and that are located within the boundaries of the City's authorized service areas. Further, existing residences in the annexed area that were served by a functioning onsite sewer system (septic system) shall continue to use such private system for wastewater services in conformance with the City Code of Ordinances. Existing non-residential

establishments in the annexed area may continue to use an onsite sewer system (septic system) for sewage disposal in conformance with the City Code of Ordinances. Upon the Development of any property in the annexed area, the provisions of the UDC shall apply. The City shall have no obligation to extend water or wastewater service to any part of the annexed area that is within the service area of another water or wastewater utility. For annexed areas located within the City's authorized service areas, the City shall, subject to the terms and conditions of this Plan, extend water and wastewater service in accordance with the service extension ordinances, policies, and standards that are summarized in Section X of this Plan, which may require that the property owner or developer of a newly developed tract install water and wastewater lines. The extension of water and wastewater services will be provided in accordance with the policies summarized in Section X of this Plan and with any applicable construction and design standards manuals adopted by the City.

3. **Water and Wastewater Capital Improvements Schedule –** Because of the time required to design and construct the necessary water and wastewater facilities to serve the annexed area, certain services cannot be reasonably provided within 2½ years of the effective date of annexation. Therefore, the City shall implement a program, which will be initiated after the effective date of the annexation and include the acquisition or construction of capital improvements necessary for providing water and wastewater services to the area. The following schedule for improvements is proposed: construction will commence within 2 ½ years from the effective date of annexation and will be substantially complete within 4 ½ years from the effective date of annexation. However, the provisions of Section VII of this Plan shall apply to the schedule for completion of all capital improvements. In addition, the acquisition or construction of the improvements shall be accomplished by purchase, lease, or other contract or by the City succeeding to the powers, duties, assets, and obligations of a conservation and reclamation district as authorized or required by law.

4. **Roads and Streets –** No road or street related capital improvements are necessary at this time. Future extension of roads or streets and installation of traffic control devices will be governed by the City's Comprehensive Plan, the City's Overall Transportation Plan, the City's Capital Improvements Plan; the City's regular or non-impact fee Capital Improvements Program, and any applicable City ordinances, policies, and procedures, which may require that the property owner or developer install roads and streets at the property owner's or developer's expense. It is anticipated that the developer of new subdivisions in the area will install street lighting in accordance with the City's standard policies and procedures. Provision of street lighting will be in accordance with the City's street lighting policies.

5. **Capital Improvements for Other Municipal Services** – No capital improvements are necessary at this time to provide municipal Police; Fire Protection; Emergency Medical Services; Solid Waste Collection; Public Parks, Playgrounds, or Swimming Pools; Public Buildings or Facilities; or Library Services. The annexed area will be included in the City's future planning for new or expanded capital improvements and evaluated on the same basis and in accordance with the same standards as similarly situated areas of the City.

VII. FORCE MAJEURE AND SCHEDULE EXTENSIONS

1. Certain events, described as Force Majeure Events in this Plan, are those over which the City has no control. Force Majeure Events shall include, but not be limited to, acts of God; terrorism or acts of a public enemy; war; blockages; riots; strikes; epidemics; forces of nature including landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes; arrest and restraint of government; explosions; collisions, and all other inabilities of the City, whether similar to those enumerated or otherwise, which are not within the control of the City. Any deadlines or other provisions of this Plan that are affected by a Force Majeure Event shall be automatically extended to account for delays caused by such Force Majeure Event.

2. In accordance with Section 43.056(e) of the LGC, this Plan and the schedules for capital improvements necessary to provide full municipal services to the annexed area may be amended by the City to extend the period for construction if the construction is proceeding with all deliberate speed. The construction of the improvements shall be accomplished in a continuous process and shall be completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices. However, the City does not violate this Plan if the construction process is interrupted for any reason by circumstances beyond the direct control of the City.

VIII. AMENDMENTS

Pursuant to the provisions of Section 43.056(k) of the LGC, on approval by the City Council, the Plan is a contractual obligation that is not subject to amendment or repeal except as provided by state law. Section 43.056(k) of the LGC provides that if the City Council determines, after public hearings, that changed conditions or subsequent occurrences make the Plan unworkable or obsolete, the City Council may amend the Plan to conform to the changed conditions or subsequent occurrences. An amended Plan must provide for services that are comparable to or better than those established in the Plan before amendment. Before any Plan amendments are adopted, the City Council must provide an opportunity for interested persons to be heard at public hearings called and held in the manner provided by Section 43.063 of the LGC.

IX. FEES

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.

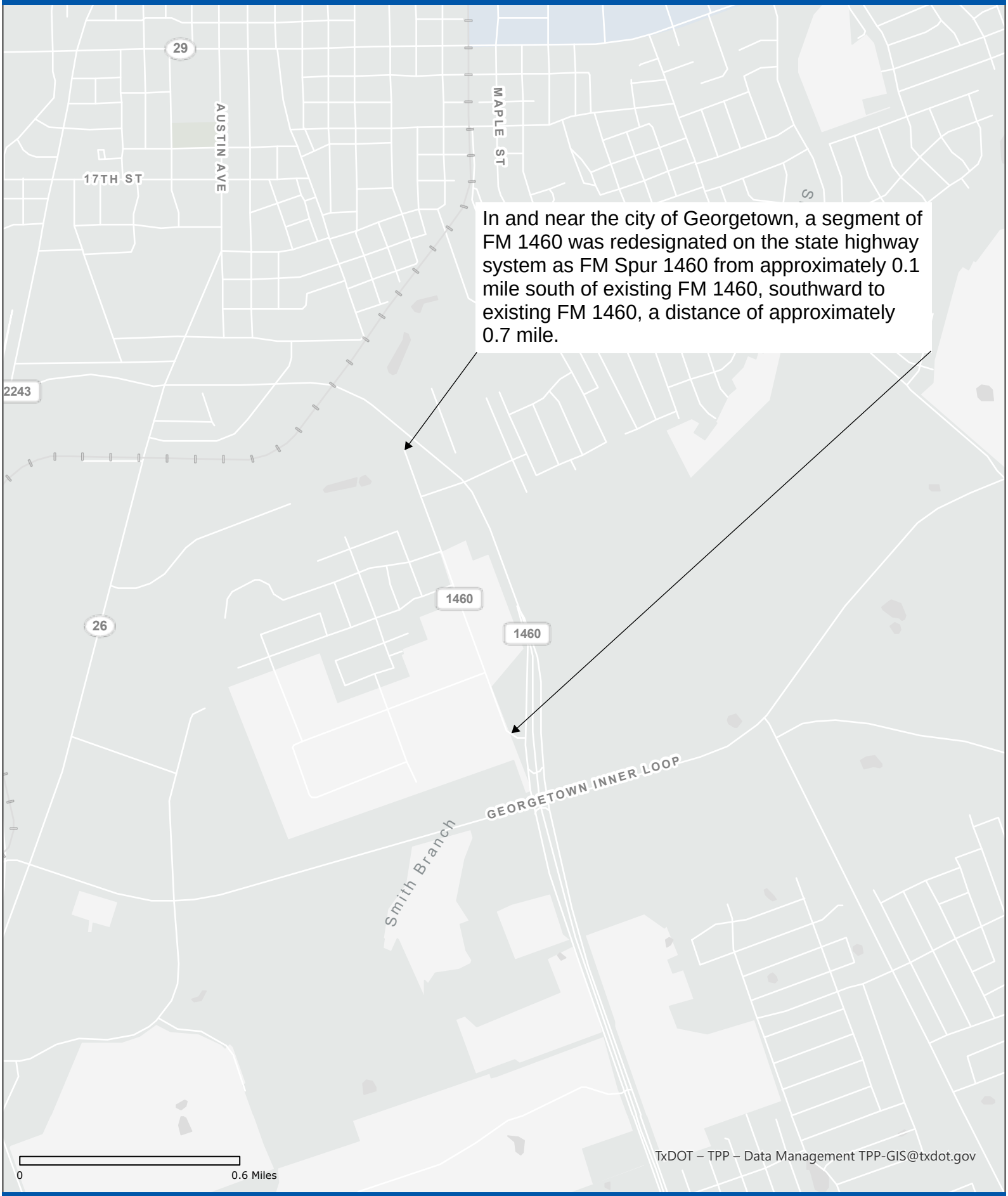
X. WATER AND WASTEWATER SERVICE EXTENSION POLICIES

The policies and regulations related to water and wastewater utility extensions that are included in the City Code of Ordinances, the Unified Development Code, the City's Construction and Specifications Manual, Drainage Manual, and other published policies and technical manuals, as the same may be amended from time to time, shall control the extension of water and wastewater services to the annexed area.

EXHIBIT D

Old 1460 Trail RoW TTGE

Exhibit D



In and near the city of Georgetown, a segment of FM 1460 was redesignated on the state highway system as FM Spur 1460 from approximately 0.1 mile south of existing FM 1460, southward to existing FM 1460, a distance of approximately 0.7 mile.

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City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Second Reading - Amending the FY2026 Annual Budget for Mid-Year Obligations

SUGGESTED ACTION:
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

ITEM SUMMARY:
Each year the City brings forward a mid-year budget amendment. The Charter and State Law allow the budget to be amended for other municipal purposes that were not foreseen at the time the original budget was adopted. The total amendment decreases expense appropriation by $553 thousand and revenue by $7.3 million.

The attached Exhibit-A shows a summary income statement for each affected fund before with a proposed amendment.

In the General Fund, this amendment lowers franchise and PILOT revenue from the electric utility to better align with current projections from electric retail sales revenue and consumption. In addition, this amendment will recognize revenue transferred in from the animal services SRF and appropriate developer contributions from the Master Development Fee Reserve. The funding for the animal services SRF will be used to offset the contribution to the City's portion of the regional animal shelter. The master development fee revenue will be used for costs associated with the widening of Ronald Reagan BLVD between Williams Drive and SH195.

Per the Fiscal and Budgetary Policy, the General Fund will transfer $1.5M to Council Discretionary. This transfer reflects the amount of revenue surplus or expense savings from the prior fiscal year after replenishing contingency, revenue stability reserve, and one-time uses in FY2026.

Several Capital Projects have experienced price escalation or a change in timing or scope. This amendment provides $2.5 million in funding for remodeling of the visitor center, which will be funded from tourism, as well as $639 thousand in funding for various transportation projects.

The Information Technology fund is seeing an escalated scope for the CSC datacenter, and this amendment seeks to appropriate an additional $2.2 million in funding for the first year of that project.

Finally, this amendment addresses a slower ramp up of large load customers in electric which reduces their purchase power costs and their sales revenue.

This amendment captures other miscellaneous items that were not known at the adoption of the FY2026 Budget.

The following funds are amended: General, Capital Projects, Tourism, Council Discretionary, Library,

Police Federal Seizures & Forfeitures, Police Forfeitures, Animal Services, Preserve at Water Oak PID, GTEC, Fleet Services, Joint Services, Information Technology, Self Insurance, Airport Operations, Electric, and Water.

FINANCIAL IMPACT:
The proposed budget amendment would decrease appropriation by $553 million.

SUBMITTED BY:
Shawn Gunnin, Finance/Purchasing

ATTACHMENTS:
FY2026 MYBA Ordinance.pdf
FY2026 MYBA Narrative.pdf
Exhibit A - Fund Schedules.pdf
Exhibit B - Position Control.pdf
Exhibit C - Revenue and Expense Detail.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GEORGETOWN, TEXAS, AMENDING THE FISCAL YEAR 2026 ANNUAL BUDGET FOR MID-YEAR OBLIGATIONS THAT WERE NOT KNOWN AT THE TIME THE BUDGET WAS ADOPTED; APPROPRIATING THE VARIOUS AMOUNTS THEREOF IN ACCORDANCE WITH EXISITNG STATUTORY REQUIREMENTS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown, Texas (the "City") is seeking to amend its annual budget for fiscal year 2026; and

WHEREAS, the City is aware of obligations not currently funded in the fiscal year 2026 Budget in the following funds: General, Capital Projects, Tourism, Council Discretionary, Library, Police Federal Seizures & Forfeitures, Police Forfeitures, Animal Services, Preserve at Water Oak PID, GTEC Projects, Fleet Services, Joint Services, Information Technology, Self Insurance, Airport Operations, Airport Projects, Electric, and Water; and

WHEREAS, these funds will be funded from available fund balances or additional revenues; and

WHEREAS, the City Charter and state law allow for changes in the Annual Operating Plan by a Council majority plus one in emergency situations and for municipal purposes; and

WHEREAS, for the Capital Projects the City is moving major capital projects to subsequent years and therefore must decrease the Budget to reflect the removal of these expenditures; and

WHEREAS, the changes were unknown and unforeseeable at the time the fiscal year 2026 Budget was approved; and

WHEREAS, the City Council finds it to be in the best interest of the public to amend the 2026 Budget for mid-year obligations that were not known at the time the Budget was adopted, as set out herein.

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

Section 1. The meeting at which this ordinance 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 ordinance 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 amendment to the 2026 annual Budget of the revenues of the City of Georgetown and expenses of conducting the affairs thereof, is in all things adopted and approved as an addition to the previously approved Budget of the current revenues and expenses, as well as fixed charges against said City for the fiscal year beginning October 1, 2025 and ending September 30, 2026. A copy of the amendment is attached hereto as Exhibit A and incorporated by reference herein.

Section 4. The total of $533,130 is hereby released from appropriation for payments of expenditures and payments of the funds and included in Exhibit A.

Section 5. All ordinances or resolutions that conflict with the provisions of this ordinance are hereby repealed, and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect. This ordinance complies with the vision statement of the Georgetown 2030 Plan.

Section 6. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective upon adoption of its second and final reading by the City Council in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the 14th of April, 2026.

PASSED AND APPROVED on Second Reading on the 28th of April, 2026.

ATTEST: **THE CITY OF GEORGETOWN:**

_____ _____

Robyn Densmore, City Secretary Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

FY2026: Mid-Year Budget Amendment

Each year, the city amends the budget for multi-year capital projects, as well as operational changes that were unknown at the time the budget was adopted. Additionally, a reconciliation of the position control model was done to ensure that all positions are reflected accurately in their cost centers. There was no financial impact of this reconciliation.

General Capital Project Fund:

This amendment contains impact to capital projects due to price escalation, change in scope and design and new projects. Total amendment to the General Capital Project Fund totals $3,921,113 in expense and recognizing $3,573,703 in additional revenue, predominately from interfund transfers.

Reducing Berry Creek grant revenue and expenses - $1,000,000
Visitor Center Renovation - $2,513,000
San Gabriel Low Water Crossing - $741,323
Ridgeline - $200,000 (CO Bond interest)
Bluffview Trails - $147,410 (CO Bond interest)
Shell Road Study for Sycamore to SH195 - $39,890 (TIA fees)
Berry Creek Highlands/SH195 Traffic Signal - $400,000 (Developer Contributions)

The city received insurance payments for the 2025 flooding damage to the **San Gabriel Low water crossing**. The insurance proceeds will be used as revenue and appropriate the funds to the project. The City will look to reallocate the previously committed 2025 bonds to eligible other park projects.

The City is moving forward with a **renovation** of the existing **Visitors Center** to address long-standing facility and infrastructure needs while enhancing the overall visitor experience. Improvements to the facility were first identified in the 2019 Tourism Strategic Plan, and while several options were explored, renovating the current space has proven to be the most efficient and effective solution based on cost, operations, and community impact. Recent deterioration in building conditions has made these updates more urgent, requiring temporary closure and relocation of staff to prevent more significant and costly issues.

This project presents an important opportunity to modernize the space, improve accessibility and safety, and better serve visitors through updated layouts, enhanced retail areas, additional restrooms, and improved technology. The renovation also supports the goals of the Downtown Master Plan and ensures the Visitors Center remains a functional, welcoming, and sustainable asset for years to come. Total cost of the renovation is $2.5 million, which is a transfer of available capital reserve balance in the Tourism Fund.

General Fund:

This amendment recognizes several revenue sources paid to the general fund from the Electric Utility coming in under budget due to slower than anticipated ramp ups of very large commercial & industrial customers. The **franchise fees** are estimated to come in **$242 thousand** under budget and the payment in lieu of taxes, or **PILOT**, is estimated to be **$587 thousand** under budget. The offsetting expenses and revenue are recognized later in this report under the electric fund section. To offset the impact on the general fund, staff are proposing to utilize the revenue stability reserve, funded at 8% of General Fund operating expenses, or $7.1M. Per the City's Fiscal and Budgetary Policy, the revenue stability reserve is

designated to temporarily offset a decline, or projections under budget of actuals, in any General Fund revenue source.

The City is liquidating the **Animal Services** special revenue fund due to the closing of the animal shelter. The remaining balance of **$413 thousand** will be transferred to the general fund and recognized as a revenue. It will be used to offset the cost the City pays annually to the Williamson County Regional Animal Shelter.

Included in this amendment is **$740 thousand** increase in appropriations for the widening Ronald Reagan Blvd between Williams Drive and SH195. Design is currently being finalized, and construction is expected to start in late FY2026. The scope of the project includes a new bridge over Berry Creek, immediately to the east of Sun City Blvd. These funds are being proposed to offset the cost of a city requested widening of that bridge to accommodate a full westbound right turn/deceleration lane at Northbound Sun City Blvd which is an arterial roadway on the city's Future Mobility Plan. While this Northbound Sun City Blvd extension does not currently exist, a development agreement for property to the north that would construct and necessitate this right turn lane is actively being negotiated. Ultimately, these funds will be reimbursed to the city as part of the first MUD debt issuance associated with the proposed development. Staff are proposing to use master development fees reserve to pay for the expense.

This amendment includes an increased appropriation of **$136 thousand** for the **rideGTX** public transportation program to address usage and program adjustments. Ridership continues to increase, with the average monthly service cost currently estimated at approximately $36,000 ($288,000 for February-September). In addition, increased ridership associated with the Two-Step event (two days) and the Red Poppy Festival (three days) is projected to result in an additional $25,000 in service costs.

City staff are recommending an increase in appropriation of **$16 thousand** for a **replacement display cooler** for the library café since the current one is repaired frequently to maintain adequate temperature levels for food safety.

Finally in the General Fund, according to the City's Fiscal and Budgetary Policy, staff is recommending **transferring $1.5 million** to the Council Discretionary fund. This transfer represents the amount of revenue surplus or expense savings from the prior fiscal year after replenishing FY2026 contingency needs, accounting for the revenue stability reserve, and other eligible one-time expenses programmed into the FY2026 budget.

SPECIAL REVENUE FUNDS:

Tourism
The **visitor center renovations** in the general capital projects will be funded by a transfer from the Tourism fund. This is to increase appropriations for the tourism fund by **$2.5 million.**

Council Discretionary
This amendment recognizes a **$1.5 million** transfer from the General Fund. These dollars can be used for eligible one-time expenses per City Council direction.

Police Federal Seizures & Forfeitures Fund

- Increased appropriations of $152,987 eligible to spend on one-time police equipment.

Police Forfeitures – State & Local

- Increased appropriations of $986 eligible to spend on one-time police equipment.

Animal Services

Due to the closing of the Animal Shelter, the city will transfer the remaining fund balance to the general fund to close this special revenue fund. The remaining balance of **$413 thousand** will be recognized as revenue in the general fund and be used for the FY2026 annual contribution to WCRAS.

Preserve at Water Oak PID

- Increased revenue of $389,243
- Increased expense of $60,000 PID administration fees.

LIBRARY FUND:

The Library donations revenue this year might fall short of anticipated expense needs and so they are asking for **$64 thousand** in reserved funds to be appropriated to cover any shortfalls.

GEORGETOWN TRANSPORTATION ENHANCEMENT CORPORATION (GTEC) FUND:

This amendment is to reduce the budget and expense from the 2026 COs in the amount of $7.5 million for **Wolf Ranch Parkway.** This is due to the fact that we have $22 million already budgeted and available and we are not ready for construction. Furthermore, the city needs more information on pricing before we issue additional debt. This will reduce the revenues by **$7.5 million** and reduce the expenses by **$7.5 million** (the cost of the project and the cost of the debt issuance).

INTERNAL SERVICE FUNDS:

Information Technology Fund

Due to the location change of the **customer service center**, the IT infrastructure required was greater than initially planned and not included in the project cost. This amendment is to increase appropriation by an additional **$2.3 million** in appropriation. The expense will come from liquidating part of the capital reserve in the IT Fund. This amount covers the eligible one-time cost for the project and the capital reserve remains in compliance with the Fiscal and Budgetary Policy.

In the Spring of 2026, the city will likely select a new benefits provider, and they will need **integration with Workday** software, the city's ERP. This will likely require a third part completion and so this request is for an increase in expenses of **$70 thousand.**

Finally, there is an amendment for **$46 thousand** for an overhire of a critical **IT manager** position that has announced his tentative retirement in the Summer of 2026. This position overseas many of the complex software integrations with workday and this overhire would allow the new manager the benefit of learning from the current manager before they retire.

Fleet Services Fund

Through the FY2026 budget process, Fleet proposed repurposing an underutilized replacement vehicle for the approved Wireless Communications Program Manager. Upon further assessment of the vehicle, it was found to have issues and be more cost effective to replace it vs. repair it. The expense to purchase the vehicle was not appropriated through the

FY2026 budget development. This amendment proposes an increase of $42 thousand from fleet fund balance.

Joint Services Fund
The joint service fund will increase appropriations in **finance administration** for a merchant services request for proposal in the amount of **$8.5 thousand** and in the **citywide human resources** for an increase in property and casualty insurance cost in the amount of **$120 thousand.**

Self Insurance Fund
An increase of **$50 thousand** in the self-insurance fund is for an additional provider for **mental health for first responders** and emergency communications employees. The city is working with Insight Counseling Services to provide this additional coverage.

ENTERPRISE FUNDS:

AIRPORT:
This budget amendment includes a reduction in the amount of bond proceeds needed for the **air traffic control tower**. A decrease in **$70 thousand** will be reflected in the bond proceeds and in the non-operating expenses.

Additionally, the airport is **purchasing land** for $2.5 million with a TxDOT grant. The TxDOT grant will cover about 92% of the purchase price with the city having to pay **$177 thousand** so this amendment will increase appropriations to cover that.

ELECTRIC:
The Electric Fund is requesting a full-time position, **SCADA System Analyst,** with an anticipated start date of June 1st. The Electric SCADA group currently has one employee who must maintain the existing SCADA system, complete needed capacity improvements, and support the implementation of new the SCADA and DMS software. Adding an additional support staff position is necessary to help with project testing, coordination, and troubleshooting while keeping daily operations covered. The new full-time employee prorated salary, benefits, and operational needs including a vehicle total of **$155 thousand**.

Included in the amendment for electric is the adjustment for purchase power, REC revenue, sales revenue and franchise fees.

Staff are recommending a reduction in **purchase power expenses** totaling **$6.3 million**. MWH purchases forecasted throughout the year are trending 82,000 MWH less than budget largely due to the very large customers not increasing production as projected. This amendment also recognizes the reduction of electric retail sales revenue related to the forecasted MWHs. Staff are proposing a **reduction to electric retail sales revenue** totaling **$4.8 million.** This reduction in revenue has an impact on the amount appropriated for **Payment in Lieu of Taxes (PILOT)** and **Franchise Fees** expenses, reducing the appropriation by **$587 thousand** and **$242 thousand** respectively.

Renewable energy credit prices have fallen significantly over the past year, resulting in a decline in renewable energy credit revenue. To address the decline, this amendment reduces renewable energy credit revenue by **$326 thousand**.

This amendment appropriates **$16 thousand** for a **Motorola service agreement** that resides in the newly created electric control center.

The electric fund is projected to meet all reserve requirements.

WATER:

The **Dove Springs Package Plant** lease will provide temporary capacity while other basins are taken offline for drainage and rehabilitation. This amendment appropriates **$1.5 million** for the lease. This amount was originally approved in FY2025 but was not included in the roll forward and fell to fund balance.

In FY2022 the Engineer was reclassified to Project Manager for the groundwater project. This amendment is to add the position back to Water (+1) on position control. There is no financial impact in FY2026. The budget will be added in FY2027.

POSITION CONTROL:

Finance worked with Human Resources to restate position control. The total number of authorized positions is accurately reflected in Exhibit B – Position Control. There is no financial impact associated with the change in the position control schedule.

General Fund	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**38,522,544**	**(1,047,134)**	**37,475,410**
Revenue			
40001:Property Taxes	23,370,763	-	23,370,763
40002:Sales Taxes	32,774,595	-	32,774,595
40005:Franchise Taxes	10,711,049	(242,474)	10,468,575
40008:Other Taxes	750,000	-	750,000
41001:Fines	638,575	-	638,575
42001:Interest Income	1,782,000	-	1,782,000
43001:Fees	12,554,266	-	12,554,266
43003:Permits	4,825,000	-	4,825,000
43004:Administrative Charges	3,860,492	-	3,860,492
43005:Rental Revenue	58,846	-	58,846
44001:Grant Revenue	-	-	-
44502:Developer Contributions	-	400,000	400,000
44503:Interlocal Agreement Revenue	7,833,534	-	7,833,534
44504:Donations	-	-	-
44505:Sponsorship	3,000	-	3,000
45001:Misc Revenue	413,371	-	413,371
45002:Insurance Proceeds	-	-	-
45003:Misc Reimbursements	6,180	-	6,180
45004:Sale of Property	-	-	-
70001:Transfers In	1,053,282	413,302	1,466,584
70002: Payment in Lieu of Taxes	19,840,639	(586,966)	19,253,673
Revenue Total	**120,475,592**	**(16,138)**	**120,459,454**
Expense			
CC0001 Non-Departmental	2,590,000	1,914,365	4,504,365
CC0104 Development Administration	410,435	-	410,435
CC0105 Development Engineering	1,717,497	-	1,717,497
CC0107 Planning	3,117,752	-	3,117,752
CC0202 Parks Administration	1,942,992	-	1,942,992
CC0210 Library	4,165,054	16,000	4,181,054
CC0211 Parks	3,786,693	-	3,786,693
CC0212 Recreation	5,015,792	-	5,015,792
CC0213 Tennis Center	596,933	-	596,933
CC0215 Garey Park	1,527,922	-	1,527,922
CC0218 Downtown, Arts, & Events	805,268	-	805,268
CC0311 311 Call Center	1,159,392	-	1,159,392
CC0316 Municipal Court	757,318	-	757,318
CC0402 Fire Support Services/Administration	8,175,605	-	8,175,605
CC0422 Fire Emergency Services	24,906,269	-	24,906,269
CC0448 EMS	4,409,394	-	4,409,394
CC0536 Inspection Services	2,889,780	-	2,889,780
CC0602 Administrative Services	2,740,113	-	2,740,113
CC0605 Emergency Management	561,706	-	561,706
CC0634 City Council Services	276,929	-	276,929
CC0635 City Secretary Services	1,876,024	-	1,876,024
CC0638 General Government Contracts	9,461,598	740,339	10,201,937
CC0655 Communications/Public Engagement	1,612,110	-	1,612,110
CC0702 Police Administration	3,138,690	-	3,138,690
CC0742 Police Operations	26,827,717	-	26,827,717
CC0744 Animal Services	619,040	-	619,040
CC0745 Code Compliance	844,956	-	844,956
CC0802 Public Works	795,734	-	795,734
CC0846 Streets	5,245,714	-	5,245,714
CC0847 Transportation Planning	1,590,401	136,000	1,726,401
Expense Total	**123,564,828**	**2,806,704**	**126,371,532**
Ending Fund Balance	**35,433,307**	**(3,869,976)**	**31,563,331**
Reserves			
MDF Reserve	1,489,158	(740,333)	748,825
Benefit Payout Reserve	340,000	-	340,000
Contingency Reserve	22,088,107	-	22,088,107
Revenue Stability Reserve	7,166,364	(829,440)	6,336,924
Reserves Total	**31,083,629**	**(1,569,773)**	**29,513,856**
Available Fund Balance	**4,349,678**	**(2,300,203)**	**2,049,475**

Capital Project	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**219,415,182**	**(1,717,342)**	**217,697,840**
Revenue			
41602:Impact Fees	-	-	-
42001:Interest Income	7,034,600	-	7,034,600
43001:Fees	4,485,361	39,380	4,524,741
44001:Grant Revenue	35,435,267	(1,000,000)	34,435,267
45001:Misc Revenue	-	-	-
45002:Insurance Proceeds	-	741,323	741,323
45003:Misc Reimbursements	-	-	-
46001:Bond Proceeds	90,353,500	-	90,353,500
46002:Bond Premium	-	-	-
70001:Transfers In	2,500,000	3,793,000	6,293,000
Revenue Total	**139,808,727**	**3,573,703**	**143,382,430**
Expense			
CC0001 Non-Departmental	10,512,549	-	10,512,549
CC0211 Parks	12,036,739	(111,267)	11,925,472
CC0302 Finance Administration	31,426	-	31,426
CC0319 Facilities	89,149,721	3,393,000	92,542,721
CC0402 Fire Support Services/Administration	160,134	-	160,134
CC0526 Systems Engineering	178,892,380	639,380	179,531,760
CC0602 Administrative Services	1,759,862	-	1,759,862
CC0802 Public Works	42,939,457	-	42,939,457
CC0846 Streets	2,500,000	-	2,500,000
CC0847 Transportation Planning	-	-	-
Expense Total	**337,982,267**	**3,921,113**	**341,903,380**
Ending Fund Balance	**21,241,642**	**(2,064,752)**	**19,176,890**
Reserves			
TIF Reserve	947,244	-	947,244
TIA Reserve	1,000,000		1,000,000
Interest Reserve	6,000,000	(347,410)	5,652,590
Reserves Total	**7,947,244**	**(347,410)**	**7,599,834**
Available Fund Balance	**13,294,398**	**(1,717,342)**	**11,577,056**

Tourism	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**3,877,330**	**-**	**3,877,330**
Revenue			
40008:Other Taxes	2,100,000	-	2,100,000
42001:Interest Income	128,700	-	128,700
43001:Fees	-	-	-
44505:Sponsorship	100,000	-	100,000
45001:Misc Revenue	135,000	-	135,000
45003:Misc Reimbursements	61,189	-	61,189
Revenue Total	**2,524,889**	**-**	**2,524,889**
Expense			
CC0001 Non-Departmental	222,657	2,513,000	2,735,657
CC0208 CVB	2,090,406	-	2,090,406
CC0218 Downtown, Arts, & Events	47,250	-	47,250
CC0254 Poppy Festival	292,000	-	292,000
Expense Total	**2,652,313**	**2,513,000**	**5,165,313**
Ending Fund Balance	**3,749,906**	**(2,513,000)**	**1,236,906**
Reserves			
Contingency	490,767	-	490,767
Capital Reserve	2,614,452	(1,900,000)	714,452
Reserves Total	**3,105,219**	**(1,900,000)**	**1,205,219**
Available Fund Balance	**644,687**	**(613,000)**	**31,687**

Council Discretionary	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**2,883,275**	**(83,189)**	**2,800,086**
Revenue			
42001:Interest Income	198,000	-	198,000
70001:Transfers In	-	1,514,365	1,514,365
Revenue Total	**198,000**	**1,514,365**	**1,712,365**
Expense			
CC0001 Non-Departmental	700,000	-	700,000
Expense Total	**700,000**	**-**	**700,000**
Ending Fund Balance	**2,381,275**	**1,431,176**	**3,812,451**
Reserves			
Contingency	-	-	-
Capital Reserve	-	-	-
Reserves Total	**-**	**-**	**-**
Available Fund Balance	**2,381,275**	**1,431,176**	**3,812,451**

Streetlight Fund	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**79,995**	**-**	**79,995**
Revenue			
42001:Interest Income	11,000	-	11,000
43001:Fees	1,302,659	-	1,302,659
45001:Misc Revenue	(6,000)	-	(6,000)
Revenue Total	**1,307,659**	**-**	**1,307,659**
Expense			
CC0001 Non-Departmental	-	-	-
CC0517 Streetlight Administration	1,213,640	-	1,213,640
Expense Total	**1,213,640**	**-**	**1,213,640**
Ending Fund Balance	**174,014**	**-**	**174,014**
Reserves			
Reserves Total	**-**	**-**	**-**
Available Fund Balance	**174,014**	**-**	**174,014**

Library	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**100,273**	**-**	**100,273**
Revenue			
42001:Interest Income	3,500	-	3,500
43001:Fees	-	-	-
44001:Grant Revenue	-	-	-
44504:Donations	106,000	-	106,000
Revenue Total	**109,500**	**-**	**109,500**
Expense			
CC0210 Library	145,152	64,000	209,152
Expense Total	**145,152**	**64,000**	**209,152**
Ending Fund Balance	**64,621**	**(64,000)**	**621**
Reserves			
Reserves Total	**-**	**-**	**-**
Available Fund Balance	**64,621**	**(64,000)**	**621**

268 Police Federal Seizures & Forfeitures

	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**74,737**	**107,953**	**182,690**
Revenue			
42001:Interest Income	297	-	297
44002:Federal Forfeitures	-	-	-
Revenue Total	**297**	**-**	**297**
Expense			
CC0702 Police Administration	30,000	152,987	182,987
Expense Total	**30,000**	**152,987**	**182,987**
Ending Fund Balance	**45,034**	**(45,034)**	**-**
Reserves			
Reserves Total	**-**	**-**	**-**
Available Fund Balance	**45,034**	**(45,034)**	**-**

269 Police Forfeitures - State & Local			
	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**10,788**	**(2)**	**10,786**
Revenue			
42001:Interest Income	200	-	200
Revenue Total	**200**	**-**	**200**
Expense			
CC0742 Police Operations	10,000	986	10,986
Expense Total	**10,000**	**986**	**10,986**
Ending Fund Balance	**988**	**(988)**	**-**
Reserves			
Reserves Total	**-**	**-**	**-**
Available Fund Balance	**988**	**(988)**	**-**

Animal Services	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**358,742**	**54,560**	**413,302**
Revenue			
42001:Interest Income	-	-	-
43001:Fees	-	-	-
44504:Donations	-	-	-
Revenue Total	**-**	**-**	**-**
Expense			
CC0744 Animal Services	-	413,302	413,302
Expense Total	**-**	**413,302**	**413,302**
Ending Fund Balance	**358,742**	**(358,742)**	**-**
Reserves			
Reserves Total	**-**	**-**	**-**
Available Fund Balance	**358,742**	**(358,742)**	**-**

Preserve at Water Oak PID	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	-	-	-
Revenue			
40001:Property Taxes	-	389,243	389,243
44502:Developer Contributions	-	-	-
Revenue Total	-	**389,243**	**389,243**
Expense			
CC0601 PID Administration	-	60,000	60,000
Expense Total	-	**60,000**	**60,000**
Ending Fund Balance	-	**329,243**	**329,243**
Reserves			
Reserves Total	-	-	-
Available Fund Balance	-	**329,243**	**329,243**

GTEC	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**101,866,290**	**(45,116)**	**101,821,174**
Operating Revenue			
40002:Sales Taxes	14,566,542	-	14,566,542
42001:Interest Income	1,684,000	-	1,684,000
Operating Revenue Total	**16,250,542**	**-**	**16,250,542**
Operating Expense			
CC0001 Non-Departmental	-	-	-
CC0500 GTEC	642,931	-	642,931
Operating Expense Total	**642,931**	**-**	**642,931**
Non-Operating Revenue			
44001:Grant Revenue	2,880,238	-	2,880,238
45003:Misc Reimbursements	110,000	-	110,000
46001:Bond Proceeds	7,500,000	(7,500,000)	-
46002:Bond Premium	-	-	-
Non-Operating Revenue Total	**10,490,238**	**(7,500,000)**	**2,990,238**
Non-Operating Expense			
CC0001 Non-Departmental	7,455,388	(75,000)	7,380,388
CC0500 GTEC	72,512,894	(7,500,000)	65,012,894
Non-Operating Expense Total	**79,968,282**	**(7,575,000)**	**72,393,282**
Ending Fund Balance	**47,995,857**	**29,884**	**48,025,741**
Reserves			
Contingency Reserve	3,641,635		3,641,635
Debt Service Reserve	7,276,535		7,276,535
Reserves Total	**10,918,170**	**-**	**10,918,170**
Available Fund Balance	**37,077,687**	**29,884**	**37,107,571**

Fleet Services Fund	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**11,076,831**	**(396,861)**	**10,679,970**
Revenue			
42001:Interest Income	811,800	-	811,800
43004:Administrative Charges	5,655,304	-	5,655,304
45001:Misc Revenue	-	-	-
45002:Insurance Proceeds	200,000	-	200,000
45003:Misc Reimbursements	-	-	-
45004:Sale of Property	-	-	-
70001:Transfers In	6,742,000	-	6,742,000
Revenue Total	**13,409,104**	**-**	**13,409,104**
Expense			
CC0320 Fleet	19,946,076	42,000	19,988,076
Expense Total	**19,946,076**	**42,000**	**19,988,076**
Ending Fund Balance	**4,539,859**	**(438,861)**	**4,100,998**
Reserves			
WC Adjustment	-	-	-
Capital Reserve	3,670,313	(438,861)	3,231,452
Contingency Reserve	869,546	-	869,546
Reserves Total	**4,539,859**	**(438,861)**	**4,100,998**
Available Fund Balance	**(0)**	**0**	**0**

Joint Services	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**10,054,523**	**2,272**	**10,056,795**
Revenue			
41002:Penalties	60,000	-	60,000
42001:Interest Income	247,500	-	247,500
43001:Fees	60,000	-	60,000
43003:Permits	-	-	-
43004:Administrative Charges	29,400,889	-	29,400,889
45001:Misc Revenue	100	-	100
45002:Insurance Proceeds	75,000	-	75,000
45003:Misc Reimbursements	150,000	-	150,000
Revenue Total	**29,993,489**	**-**	**29,993,489**
Expense			
CC0001 Non-Departmental	3,074,433	-	3,074,433
CC0302 Finance Administration	2,350,476	8,500	2,358,976
CC0315 Accounting	1,998,018	-	1,998,018
CC0317 Purchasing	993,129	-	993,129
CC0318 Warehouse Services	367,105	-	367,105
CC0321 Utility Customer Service	4,170,234	-	4,170,234
CC0322 Utility Customer Billing	6,170,806	-	6,170,806
CC0503 Organizational and Operational Excellence	1,010,890	-	1,010,890
CC0526 Systems Engineering	3,965,954	-	3,965,954
CC0534 Conservation	1,040	-	1,040
CC0556 Shared Control Center	1,023,929	-	1,023,929
CC0635 City Secretary Services	-	-	-
CC0637 Economic Development	752,418	-	752,418
CC0639 Human Resources	2,070,566	-	2,070,566
CC0640 Citywide Human Resources	2,046,860	120,000	2,166,860
CC0654 Legal	1,861,195	-	1,861,195
CC0658 Real Estate Services	656,248	-	656,248
Expense Total	**32,513,301**	**128,500**	**32,641,801**
Ending Fund Balance	**7,534,711**	**(126,228)**	**7,408,483**
Reserves			
WC Adjustment	-	-	-
Contingency Reserve	5,899,534	-	5,899,534
Reserves Total	**5,899,534**	**-**	**5,899,534**
Available Fund Balance	**1,635,177**	**(126,228)**	**1,508,949**

Information Technology Fund	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**13,150,529**	**(34,352)**	**13,116,177**
Revenue			
42001:Interest Income	277,750	-	277,750
43004:Administrative Charges	18,390,645	-	18,390,645
45001:Misc Revenue	-	-	-
45002:Insurance Proceeds	-	-	-
45003:Misc Reimbursements	-	-	-
45004:Sale of Property	-	-	-
70001:Transfers In	1,273,449	-	1,273,449
Revenue Total	**19,941,844**	**-**	**19,941,844**
Expense			
CC0647 IT End User Support	1,097,957	-	1,097,957
CC0648 IT Fiber	491,564	-	491,564
CC0649 IT Applications	1,977,008	-	1,977,008
CC0650 IT Public Safety	843,424	-	843,424
CC0651 IT Infrastructure	2,413,737	2,174,464	4,588,201
CC0652 IT Management	11,374,233	115,680	11,489,913
Expense Total	**18,197,922**	**2,290,144**	**20,488,066**
Ending Fund Balance	**14,894,451**	**(2,324,496)**	**12,569,955**
Reserves			
WC Adjustment	-	-	-
Reserve for Capital	5,887,500		5,887,500
Contingency Reserve	4,007,288	-	4,007,288
Reserves Total	**9,894,788**	**-**	**9,894,788**
Available Fund Balance	**4,999,663**	**(2,324,496)**	**2,675,167**

Self Insurance Fund	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**8,441,980**	**(81,775)**	**8,360,205**
Operating Revenue			
42001:Interest Income	250,000	-	250,000
Operating Revenue Total	**250,000**	**-**	**250,000**
Operating Expense			
CC0001 Non-Departmental	-	-	-
CC0357 Self Insurance	15,899,018	50,000	15,949,018
Operating Expense Total	**15,899,018**	**50,000**	**15,949,018**
Non-Operating Revenue			
44501:Contribution Revenue	15,143,055	-	15,143,055
45001:Misc Revenue	300,000	-	300,000
45002:Insurance Proceeds	278,231	-	278,231
45003:Misc Reimbursements	182,411	-	182,411
Non-Operating Revenue Total	**15,903,697**	**-**	**15,903,697**
Non-Operating Expense			
Ending Fund Balance	**8,696,659**	**(131,775)**	**8,564,884**
Reserves			
WC Adjustment	-	-	-
Rate Stabilization	2,809,312	-	2,809,312
IBNR	1,478,585	-	1,478,585
Reserves Total	**4,287,897**	**-**	**4,287,897**
Available Fund Balance	**4,408,762**	**(131,775)**	**4,276,987**

Airport Operations	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**3,625,006**	**730,017**	**4,355,024**
Operating Revenue			
40001:Property Taxes	15,215	-	15,215
42001:Interest Income	157,600	-	157,600
43005:Rental Revenue	355,000	-	355,000
43606:Airport Charges	5,595,500	-	5,595,500
Operating Revenue Total	**6,123,315**	**-**	**6,123,315**
Operating Expense			
CC0636 Airport	6,327,591	177,424	6,505,015
Operating Expense Total	**6,327,591**	**177,424**	**6,505,015**
Non-Operating Revenue			
44001:Grant Revenue	130,000	-	130,000
45001:Misc Revenue	3,000	-	3,000
45002:Insurance Proceeds	-	-	-
46001:Bond Proceeds	680,000	(70,000)	610,000
46050:Proceeds from Lease	4,261	-	4,261
70001:Transfers In	-	-	-
Non-Operating Revenue Total	**817,261**	**(70,000)**	**747,261**
Non-Operating Expense			
CC0001 Non-Departmental	249,319	-	249,319
CC0636 Airport	2,726,401	(70,000)	2,656,401
Non-Operating Expense Total	**2,975,720**	**(70,000)**	**2,905,720**
Ending Fund Balance	**1,262,270**	**552,593**	**1,814,863**
Reserves			
WC Adjustment	-	-	-
Contingency Reserve	330,509	-	330,509
Debt Service Reserve	216,967	-	216,967
Reserves Total	**547,476**	**-**	**547,476**
Available Fund Balance	**714,794**	**552,593**	**1,267,387**

Electric Services	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**84,700,245**	**5,024,702**	**89,724,947**
Operating Revenue			
40002:Sales Taxes	7,500	-	7,500
41002:Penalties	887,250	-	887,250
42001:Interest Income	3,428,250	-	3,428,250
43001:Fees	5,006,867	(326,112)	4,680,755
43003:Permits	646,713	-	646,713
43004:Administrative Charges	899,883	-	899,883
43601:Electric Charges	123,896,919	(4,815,458)	119,081,461
44502:Developer Contributions	21,607,256	-	21,607,256
Operating Revenue Total	**156,380,638**	**(5,141,570)**	**151,239,068**
Operating Expense			
CC0001 Non-Departmental	600,000	-	600,000
CC0516 Electric Operational Technology	1,081,869	51,826	1,133,695
CC0517 Streetlight Administration	-	-	-
CC0520 Customer Energy Solutions	1,056,059	-	1,056,059
CC0521 Operational Technology	1,205,802	-	1,205,802
CC0522 Electric Administration	11,777,119	(242,474)	11,534,645
CC0523 Electric Safety and Employee Development	377,984	-	377,984
CC0525 T&D Services	3,978,123	-	3,978,123
CC0534 Conservation	-	-	-
CC0537 Electric Resource Management	87,647,942	(6,266,961)	81,380,981
CC0555 Electric Systems Operations	910,033	16,285	926,318
CC0557 Electrical Engineering	1,845,999	-	1,845,999
Operating Expense Total	**110,480,930**	**(6,441,324)**	**104,039,606**
Non-Operating Revenue			
44001:Grant Revenue	-	-	-
45001:Misc Revenue	2,991	-	2,991
45004:Sale of Property	7,174	-	7,174
46001:Bond Proceeds	44,540,225	-	44,540,225
46002:Bond Premium	-	-	-
70001:Transfers In	-	-	-
Non-Operating Revenue Total	**44,550,390**	**-**	**44,550,390**
Non-Operating Expense			
CC0001 Non-Departmental	24,735,054	(586,966)	24,148,088
CC0516 Electric Operational Technology	12,659,511	-	12,659,511
CC0521 Operational Technology	4,825	-	4,825
CC0522 Electric Administration	512,020	-	512,020
CC0525 T&D Services	1,028,272	-	1,028,272
CC0537 Electric Resource Management	-	-	-
CC0555 Electric Systems Operations	4,100	-	4,100
CC0557 Electrical Engineering	71,866,138	-	71,866,138
Non-Operating Expense Total	**110,809,920**	**(586,966)**	**110,222,954**
Ending Fund Balance	**64,340,423**	**6,911,422**	**71,251,845**
Reserves			
WC Adjustment	-	-	-
Operating Contingency Reserve	6,349,393	12,957	6,362,349
Rate Stabilization Reserve	32,631,410	(5,481,410)	27,150,000
Non-Operating Reserve	12,060,411	-	12,060,411
Reserves Total	**51,041,214**	**(5,468,454)**	**45,572,760**
Available Fund Balance	**13,299,209**	**12,379,876**	**25,679,084**

Water Services	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**465,504,706**	**4,155,340**	**469,660,046**
Operating Revenue			
41002:Penalties	850,000	-	850,000
41602:Impact Fees	34,730,106	-	34,730,106
42001:Interest Income	26,581,883	-	26,581,883
43001:Fees	6,502,911	-	6,502,911
43005:Rental Revenue	25,000	-	25,000
43602:Water Charges	100,231,801	-	100,231,801
43603:Wastewater Charges	38,172,490	-	38,172,490
43604:Irrigation Charges	1,121,315	-	1,121,315
44502:Developer Contributions	535,000	-	535,000
Operating Revenue Total	**208,750,506**	**-**	**208,750,506**
Operating Expense			
CC0001 Non-Departmental	625,000	-	625,000
CC0514 Water Operational Technology	1,945,139	-	1,945,139
CC0524 Metering Services	3,782,380	-	3,782,380
CC0526 Systems Engineering	-	-	-
CC0527 Water Services Administration	43,759,305	-	43,759,305
CC0528 Water Distribution	11,181,565	-	11,181,565
CC0529 Water Plant Management	9,682,282	-	9,682,282
CC0530 Wastewater Operations	5,498,253	-	5,498,253
CC0531 Wastewater Plant Management	8,983,755	1,500,000	10,483,755
CC0532 Irrigation Operations	589,171	-	589,171
CC0535 Water Conservation	2,483,321	-	2,483,321
CC0539 Regulatory Compliance	1,358,075	-	1,358,075
CC0553 Water Operations	99,451	-	99,451
CC0554 Water Control Center	2,200,980	-	2,200,980
Operating Expense Total	**92,188,678**	**1,500,000**	**93,688,678**
Non-Operating Revenue			
44001:Grant Revenue	10,000,000	-	10,000,000
45001:Misc Revenue	2,396,488	-	2,396,488
45002:Insurance Proceeds	-	-	-
45004:Sale of Property	-	-	-
46001:Bond Proceeds	450,544,407	-	450,544,407
46002:Bond Premium	-	-	-
70001:Transfers In	61,000,000	-	61,000,000
Non-Operating Revenue Total	**523,940,895**	**-**	**523,940,895**
Non-Operating Expense			
CC0001 Non-Departmental	14,863,636	-	14,863,636
CC0514 Water Operational Technology	144,100	-	144,100
CC0524 Metering Services	3,002,564	-	3,002,564
CC0526 Systems Engineering	784,149,290	-	784,149,290
CC0527 Water Services Administration	1,622,745	-	1,622,745
CC0528 Water Distribution	77,415,581	-	77,415,581
CC0529 Water Plant Management	-	-	-
CC0530 Wastewater Operations	24,696,236	-	24,696,236
CC0531 Wastewater Plant Management	155,200	-	155,200
CC0532 Irrigation Operations	43,305	-	43,305
CC0535 Water Conservation	97,300	-	97,300
CC0539 Regulatory Compliance	211,200	-	211,200
CC0553 Water Operations	20,867,561	-	20,867,561
CC0554 Water Control Center	24,600	-	24,600
Non-Operating Expense Total	**927,293,318**	**-**	**927,293,318**
Ending Fund Balance	**178,714,111**	**2,655,340**	**181,369,451**
Reserves			
WC Adjustment	-	-	-
Contingency Reserve	18,015,608	-	18,015,608
Non-Operating Reserve	19,763,923		19,763,923
Impact Fee Reserve	51,962,957	-	51,962,957
Reserves Total	**89,742,488**	**-**	**89,742,488**
Available Fund Balance	**88,971,623**	**2,655,340**	**91,626,963**

Position Control	FY26 Adopted Budget	FY26 MYBA Changes	FY26 Proposed Amended Budget
100 General Fund			
CC0104 Development Administration	3.00		3.00
CC0105 Development Engineering	8.00		8.00
CC0107 Planning	19.00		19.00
CC0202 Parks Administration	11.00		11.00
CC0210 Library	29.00		29.00
CC0211 Parks	21.00		21.00
CC0212 Recreation	21.00		21.00
CC0213 Tennis Center	3.50		3.50
CC0215 Garey Park	9.50		9.50
CC0218 Downtown, Arts, & Events	4.50		4.50
CC0311 311 - Call Center	10.00		10.00
CC0316 Municipal Court	5.50		5.50
CC0402 Fire Support Services/Administration	23.00		23.00
CC0422 Fire Emergency Services	139.00		139.00
CC0448 EMS	24.00		24.00
CC0536 Inspection Services	22.00		22.00
CC0602 Administrative Services	13.00		13.00
CC0605 Emergency Management	3.00		3.00
CC0635 City Secretary Services	9.00		9.00
CC0638 General Government Contracts	5.00		5.00
CC0655 Communications/Public Engagement	8.00		8.00
CC0702 Police Administration	5.00		5.00
CC0742 Police Operations	148.50		148.50
CC0744 Animal Services	4.00		4.00
CC0745 Code Compliance	6.00		6.00
CC0802 Public Works	3.00		3.00
CC0846 Streets	26.00		26.00
CC0847 Transporation Planning	3.00		3.00
100 General Fund Total	**586.50**		**586.50**
201 Tourism			
CC0208 CVB	7.50		7.50
201 Tourism Total	**7.50**		**7.50**
500 Facilities Maintenance Fund			
CC0319 Facilities	8.00		8.00
500 Facilities Maintenance Fund Total	**8.00**		**8.00**
520 Fleet Services Fund			
CC0320 Fleet	11.00		11.00
520 Fleet Services Fund Total	**11.00**		**11.00**
540 Joint Service Fund			
CC0302 Finance Administration	9.00		9.00
CC0315 Accounting	15.00		15.00
CC0317 Purchasing	7.00		7.00
CC0318 Warehouse	3.00		3.00
CC0321 Utility Customer Service	17.00		17.00
CC0322 Utility Customer Billing	25.00		25.00
CC0503 Organizational and Operational Excellence	4.00		4.00
CC0526 Systems Engineering	24.00		24.00
CC0556 Shared Control Center	8.00		8.00
CC0637 Economic Development	4.00		4.00

CC0639 Human Resources	13.00		13.00
CC0654 Legal	7.00		7.00
CC0658 Real Estate Services	4.00		4.00
540 Joint Service Fund Total	**140.00**		**140.00**
570 Information Technology Fund			
CC0647 IT End User Support	5.00		5.00
CC0648 IT Fiber	2.00		2.00
CC0649 IT Applications	14.00		14.00
CC0650 IT Public Safety	4.00		4.00
CC0651 IT Infrastructure	7.00		7.00
CC0652 IT Management	11.00		11.00
570 Information Technology Fund Total	**43.00**		**43.00**
600 Airport Operations			
CC0636 Airport	9.00		9.00
600 Airport Operations Total	**9.00**		**9.00**
610 Electric Services			
CC0516 Operational Technology - Electric	3.00	1.00	4.00
CC0520 Customer Energy Solutions	3.00		3.00
CC0521 Operational Technology - Shared	7.00		7.00
CC0522 Electric Administration	10.00		10.00
CC0525 T&D Services	36.00		36.00
CC0555 Electric Systems Operations	8.00		8.00
CC0557 Electrical Engineering	17.00		17.00
CC0558 Engineering Technology	1.00		1.00
610 Electric Services Total	**85.00**	**1.00**	**86.00**
630 Solid Waste Fund			
CC0533 Environmental Services	3.00		3.00
630 Solid Waste Fund Total	**3.00**		**3.00**
640 Stormwater Services			
CC0843 Stormwater Administration & Regulatory	3.00		3.00
CC0845 Stormwater	10.00		10.00
640 Stormwater Services Total	**13.00**		**13.00**
660 Water Services			
CC0514 Operational Technology - Water	7.00		7.00
CC0524 Metering Services	17.00		17.00
CC0527 Water Services Administration	40.00	1.00	41.00
CC0528 Water Distribution	30.00		30.00
CC0529 Water Plant Management	24.00		24.00
CC0530 Wastewater Operations	19.00		19.00
CC0531 Wastewater Plant Management	20.00		20.00
CC0535 Water Conservation	13.00		13.00
CC0539 Regulatory Compliance	9.00		9.00
CC0554 Water Control Center	14.00		14.00
660 Water Services Total	**193.00**	**1.00**	**194.00**
Grand Total	**1099.00**	**2.00**	**1101.00**

FY2026 MYBA Detail	Expense	Revenue
100 General Fund		
CC0001 Non-Departmental		
FY26 MYBA: Animal Services SRF	-	413,302
FY26 MYBA: Berry Creek Highland Traffic Signal/SH29	400,000	400,000
FY26 MYBA: Franchise Fee projection under budget	-	(242,474)
FY26 MYBA: PILOT projection under budget	-	(586,966)
FY26 MYBA: Council Discretionary	1,514,365	-
CC0001 Non-Departmental Total	**1,914,365**	**(16,138)**
CC0210 Library		
FY26 MYBA: Replacement Reach-in Display Cooler for Library Cafe	16,000	-
CC0210 Library Total	**16,000**	**-**
CC0638 General Government Contracts		
FY26 MYBA: Yearwood MUD Agreement	740,339	-
CC0638 General Government Contracts Total	**740,339**	**-**
CC0847 Transportation Planning		
FY26 MYBA: Public Transportation - rideGTX	136,000	-
CC0847 Transportation Planning Total	**136,000**	**-**
100 General Fund Total	**2,806,704**	**(16,138)**
120 General Capital Projects		
CC0001 Non-Departmental		
FY26 MYBA: Berry Creek Highland Traffic Signal/SH29	-	400,000
FY26 MYBA: Visitors Center Renovation	-	2,513,000
FY26 MYBA: Year One funding for CSC datacenter and related projects	-	880,000
FY26 MYBA: Berry Creek Reduction and Moving to Blue Hole	-	(1,000,000)
CC0001 Non-Departmental Total	**-**	**2,793,000**
CC0211 Parks		
FY26 MYBA: Bluffview Trails	147,410	-
FY26 MYBA: San Gabriel Low Water Crossing	741,323	741,323
FY26 MYBA: Berry Creek Reduction and Moving to Blue Hole	(1,000,000)	-
CC0211 Parks Total	**(111,267)**	**741,323**
CC0319 Facilities		
FY26 MYBA: Visitors Center Renovation	2,513,000	-
FY26 MYBA: Year One funding for CSC datacenter and related projects	880,000	-
CC0319 Facilities Total	**3,393,000**	**-**
CC0526 Systems Engineering		
FY26 MYBA: Berry Creek Highland Traffic Signal/SH29	400,000	-
FY26 MYBA: Ridgeline	200,000	-
FY26 MYBA: Study for Sycamore to SH195	39,380	39,380
CC0526 Systems Engineering Total	**639,380**	**39,380**
120 General Capital Projects Total	**3,921,113**	**3,573,703**
201 Tourism		
CC0001 Non-Departmental		
FY26 MYBA: Visitors Center Renovation	2,513,000	-
CC0001 Non-Departmental Total	**2,513,000**	**-**
201 Tourism Total	**2,513,000**	**-**
206 Council Discretionary		
CC0001 Non-Departmental		
FY26 MYBA: Council Discretionary	-	1,514,365
CC0001 Non-Departmental Total	**-**	**1,514,365**
206 Council Discretionary Total	**-**	**1,514,365**
221 Library		
CC0210 Library		
FY26 MYBA: Fund 221 Library Reserves	64,000	-
CC0210 Library Total	**64,000**	**-**
221 Library Total	**64,000**	**-**
268 Police Federal Seizures & Forfeitures		

FY2026 MYBA Detail	Expense	Revenue
CC0702 Police Administration		
FY26 MYBA: Federal Seizures	152,987	-
CC0702 Police Administration Total	**152,987**	**-**
268 Police Federal Seizures & Forfeitures Total	**152,987**	**-**
269 Police Forfeitures - State & Local		
CC0742 Police Operations		
FY26 MYBA: Seizures Local and State	986	-
CC0742 Police Operations Total	**986**	**-**
269 Police Forfeitures - State & Local Total	**986**	**-**
274 Animal Services		
CC0744 Animal Services		
FY26 MYBA: Animal Services SRF	413,302	-
CC0744 Animal Services Total	**413,302**	**-**
274 Animal Services Total	**413,302**	**-**
347 Preserve at Water Oak PID		
CC0001 Non-Departmental		
FY26 MYBA: Preserve at Water Oak PID	-	389,243
CC0001 Non-Departmental Total	**-**	**389,243**
CC0601 PID Administration		
FY26 MYBA: Preserve at Water Oak PID	60,000	-
CC0601 PID Administration Total	**60,000**	**-**
347 Preserve at Water Oak PID Total	**60,000**	**389,243**
402 GTEC - Projects		
CC0001 Non-Departmental		
FY26 MYBA: Reduction in Wolf Ranch Parkway	(75,000)	-
CC0001 Non-Departmental Total	**(75,000)**	**-**
CC0500 GTEC		
FY26 MYBA: Reduction in Wolf Ranch Parkway	(7,500,000)	(7,500,000)
CC0500 GTEC Total	**(7,500,000)**	**(7,500,000)**
402 GTEC - Projects Total	**(7,575,000)**	**(7,500,000)**
520 Fleet Services Fund		
CC0320 Fleet		
FY26 MYBA: Wireless Communications Program Manager Vehicle	42,000	-
CC0320 Fleet Total	**42,000**	**-**
520 Fleet Services Fund Total	**42,000**	**-**
540 Joint Service Fund		
CC0302 Finance Administration		
FY26 MYBA: Merchant Services RFP	8,500	-
CC0302 Finance Administration Total	**8,500**	**-**
CC0640 Citywide Human Resources		
FY26 MYBA: Property and Casualty Insurance Increase	120,000	-
CC0640 Citywide Human Resources Total	**120,000**	**-**
540 Joint Service Fund Total	**128,500**	**-**
570 Information Technology Fund		
CC0651 IT Infrastructure		
FY26 MYBA: Year One funding for CSC datacenter and related projects	2,174,464	-
CC0651 IT Infrastructure Total	**2,174,464**	**-**
CC0652 IT Management		
FY26 MYBA: New Workday integrations for newly selected benefit providers	70,000	-
FY26 MYBA: Overhire for IT Manager - Architecture (Integrations)	45,680	-
CC0652 IT Management Total	**115,680**	**-**
570 Information Technology Fund Total	**2,290,144**	**-**

FY2026 MYBA Detail	Expense	Revenue
590 Self Insurance Fund		
CC0357 Self Insurance		
FY26 MYBA: Mental Health Provider for First Responders and Emergency Communications Employees	50,000	-
CC0357 Self Insurance Total	**50,000**	**-**
590 Self Insurance Fund Total	**50,000**	**-**
601 Airport Operations - Grants		
CC0636 Airport		
FY26 MYBA: Airport Grant	177,424	-
CC0636 Airport Total	**177,424**	**-**
601 Airport Operations - Grants Total	**177,424**	**-**
602 Airport Operations - Projects		
CC0636 Airport		
FY26 MYBA: Reducing Air Traffic Control Tower Equipment	(70,000)	(70,000)
CC0636 Airport Total	**(70,000)**	**(70,000)**
602 Airport Operations - Projects Total	**(70,000)**	**(70,000)**
610 Electric Services		
CC0001 Non-Departmental		
FY26 MYBA: PILOT projection under budget	(586,966)	-
CC0001 Non-Departmental Total	**(586,966)**	**-**
CC0516 Electric Operational Technology		
FY26 MYBA: SCADA System Analyst	51,826	-
CC0516 Electric Operational Technology Total	**51,826**	**-**
CC0522 Electric Administration		
FY26 MYBA: Franchise Fee projection under budget	(242,474)	-
FY26 MYBA: Sales Revenue Projection (Overall Sales Revenue) Under Budget	-	(4,815,458)
CC0522 Electric Administration Total	**(242,474)**	**(4,815,458)**
CC0537 Electric Resource Management		
FY26 MYBA: Purchase Power Projection Under Budget	(6,266,961)	-
FY26 MYBA: REC Revenue Projection Under Budget	-	(326,112)
CC0537 Electric Resource Management Total	**(6,266,961)**	**(326,112)**
CC0555 Electric Control Center		
FY26 MYBA: Motorola Service Agreement	16,285	-
CC0555 Electric Control Center Total	**16,285**	**-**
610 Electric Services Total	**(7,028,290)**	**(5,141,570)**
660 Water Services		
CC0531 Wastewater Plant Management		
FY26 MYBA: Package Plant Lease for Dove Springs WWTP	1,500,000	-
CC0531 Wastewater Plant Management Total	**1,500,000**	**-**
660 Water Services Total	**1,500,000**	**-**
Grand Total	**(553,130)**	**(7,250,397)**

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Second Reading - 2026-2-ANX - Cedar Breaks Road

SUGGESTED ACTION:
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

ITEM SUMMARY:
Overview of Applicant's Request:
The City annexed the GISD High School Site #3 in 2023. Per State Law in Local Government Code Chapter 43, municipalities are required to annex all adjacent County ROW's when bringing real property into City Limits. The City did not include the adjacent ROW for Cedar Breaks Road at that time, and so this request is being made to comply with State Law.

Staff's Analysis:
Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed meets the criteria established in UDC Section 3.25.030 for an Annexation, as outlined in the attached Staff Report.

Public Comments:
As required by the Unified Development Code (UDC), a legal notice advertising the public hearing was placed in the Sun Newspaper (Sunday, February 22, 2026).

City Council First Reading:
At their 4/14/26 meeting, the City Council approved (7-0) First Reading of the Ordinance for the proposed request.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Hunter Gould, Planning Department

ATTACHMENTS:
2026-2-ANX - Staff Presentation.pdf
2026-2-ANX - Staff Memo.pdf
Exhibit 1 - Location Map and Area of ETJ to be surrounded by City Limits.pdf
Exhibit 2 - Cedar Breaks Road Metes and Bounds and Exhibit.pdf

Exhibit 3 - Annexation Service Plan for Cedar Breaks Road.pdf
2026-2-ANX Ordinance with Exhibits.pdf

Cedar Breaks Road Annexation – Second Reading of an Ordinance 2026-2-ANX

April 28, 2026 | City Council

GEORGETOWN TEXAS

Item Under Consideration

2026-2-ANX

- 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

Resolution

Public Hearing #1

Public Hearing #2

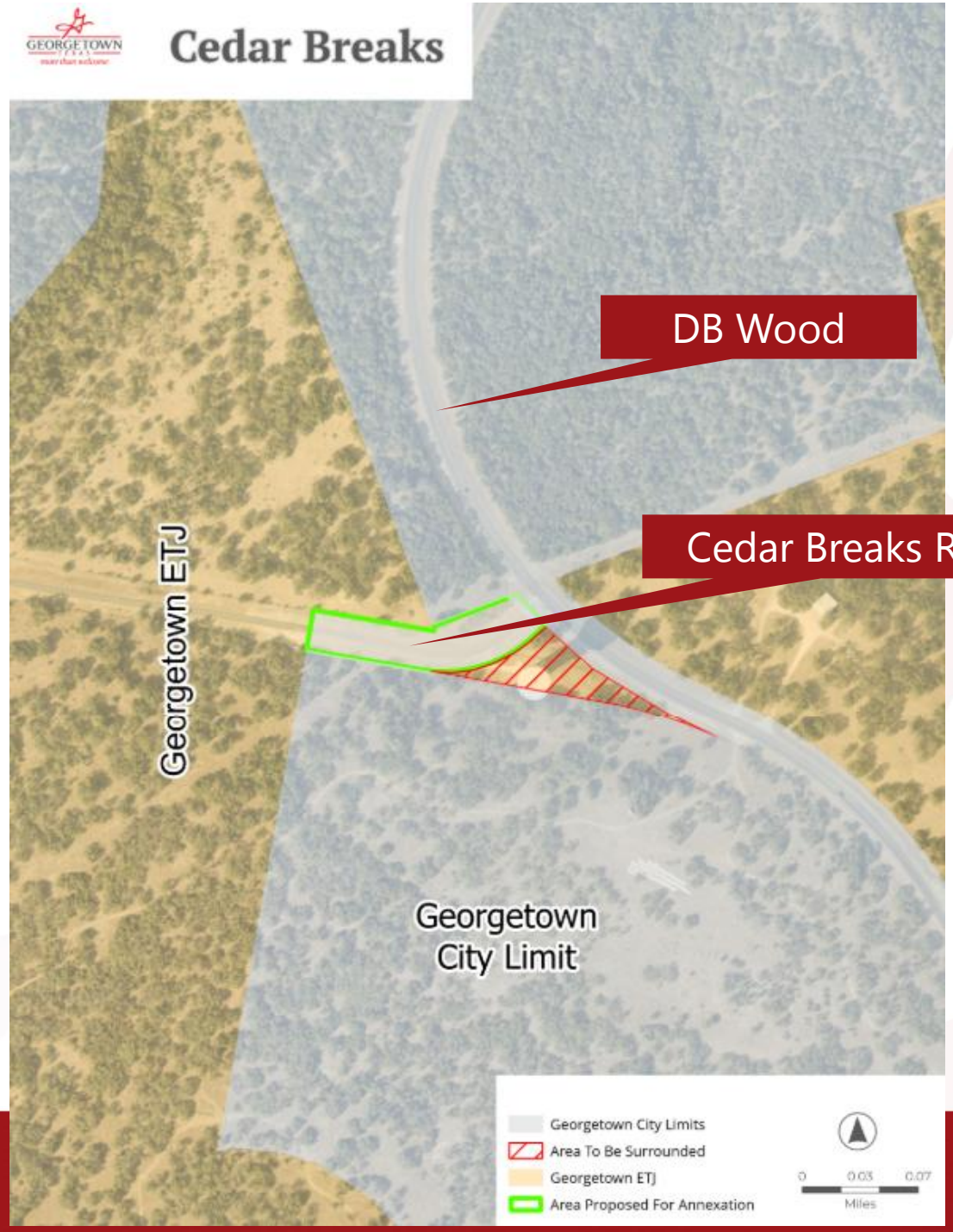
1st Reading and Approval of Service Plan

2nd Reading of an Ordinance ★

Tentative Schedule

Status	Date	Body	Purpose
✓	February 24	City Council	Resolution petitioning for annexation
✓	March 10	City Council	First Public Hearing
✓	March 24	City Council	Second Public Hearing
✓	April 14	City Council	Approval of the Service Plan
✓	April 14	City Council	1st Reading
	April 28	City Council	2nd Reading

Cedar Breaks



UDC 3.25.030 – Annexation Approval Criteria

Criteria	Staff Analysis
A. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action; and	Complies
B. The annexation promotes the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City.	Complies
C. Consistency with the City's adopted long range plans and annexation policies.	Complies

Summary

- Second Reading 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

Second Reading of an Ordinance

- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF GEORGETOWN, TEXAS, AND THE ANNEXATION OF APPROXIMATELY 2.098 ACRES OF LAND IN THE JOSEPH FISH SURVEY, ABSTRACT NO. 232 AND KNOWNS AS CEDAR BREAKS ROAD AS DESCRIBED HEREIN; FINDING THAT SURROUNDING THE AREA BETWEEN THE CEDAR BREAKS ROAD AND THE CURRENT CITY LIMITS IS IN THE PUBLIC INTEREST; PROVIDING FOR SERVICE PLANS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Planning Department Staff Report

Report Date: **April 6, 2026**
Case Number: **2026-2-ANX**

AGENDA ITEM DESCRIPTION

First 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

AGENDA ITEM DETAILS

Project Name:	**Cedar Breaks Road ROW Annexation**
Applicant:	**City of Georgetown c/o Larry Taylor**
Property Owner:	**City of Georgetown c/o Larry Taylor**
Property Address:	**Cedar Breaks Road, Georgetown, Texas**
Legal Description:	**2.098 acres in the Joseph Fish Suvery, Abstract No. 232**
Current Zoning:	**n/a – located in City's ETJ**
Current Use:	**Roadway**

APPLICANT'S REQUEST

The City annexed the GISD High School Site #3 in 2023. Per State Law in Local Government Code Chapter 43, municipalities are required to annex all adjacent County ROW's when bringing real property into City Limits. The City did not include the adjacent ROW for Cedar Breaks Road at that time, and so this request is being made to comply with State Law.

RECOMMENDATION

Staff <u>recommend approval</u> of the request.

PROPERTY CONTEXT

Cedar Breaks Road is a 2-lane road without a sidewalk in the ETJ. It is primarily used to service the numerous Lake Georgetown sites and parks as well as the South Lake Water Treatment Plant.

STAFF ANALYSIS

The annexation of the ROW for Cedar Breaks Road is required by State Law and will align with the 2030 Comprehensive Plan's Land Use Policies 12 and 13, which call for supporting public safety services and infrastructure as well as promoting development decisions that serve the needs of our interlocal government partners.

PUBLIC NOTIFICATION

As required by the Unified Development Code (UDC), a legal notice advertising the public hearing was placed in the Sun Newspaper (Sunday, February 22, 2026).

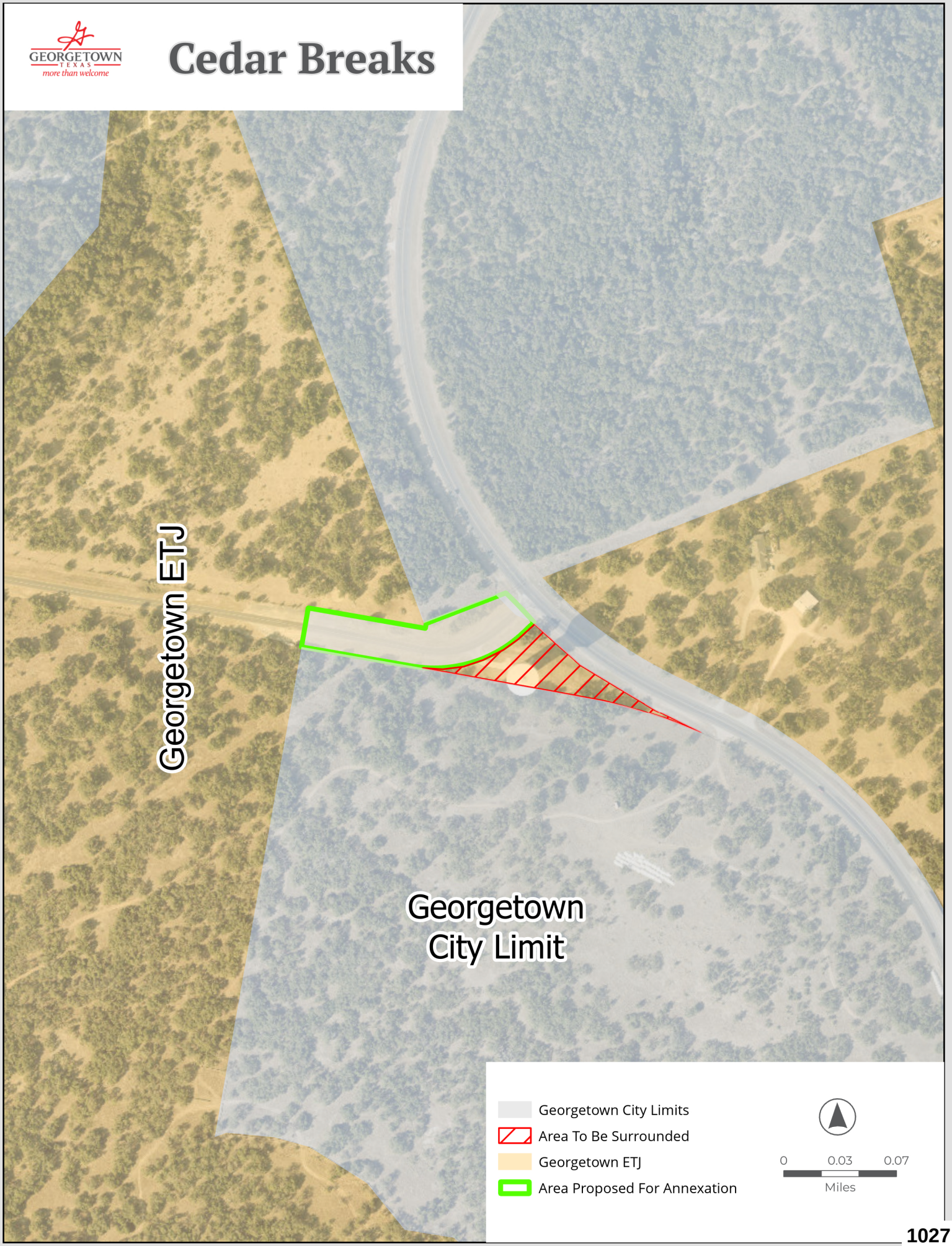
ATTACHMENTS

Exhibit 1 – Location Map and Area of ETJ to be Surrounded by City Limits
Exhibit 2 – Cedar Breaks Road Metes and Bounds and Exhibit
Exhibit 3 – Annexation Service Plan for Cedar Breaks Road

SUBMITTED BY

Ryan Clark, Planning Manager

Cedar Breaks



LSI LANDESIGN SERVICES, INC.

10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " **2** "

POLITICAL SUBDIVISION DESCRIPTION
FOR THE ANEXATION OF THE EXISTING RIGHT-OF-WAY OF CEDAR BREAKS ROAD TO THE CITY OF GEORGETOWN

BEING 2.098 ACRES WITHIN THE CITY OF GEORGETOWN EXTRA TERRITORIAL JURISDICTION, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE JOSEPH FISH SURVEY, ABSTRACT NO. 232 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF CEDAR BREAKS ROAD (120' WIDE RIGHT-OF-WAY) RECORDED IN VOLUME 901, PAGE 551, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.) AND IN DOCUMENT NO. 2001052829, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 2.098 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar found with plastic cap stamped "STEGER BIZZELL" in the existing South Right-of-Way line of Cedar Breaks Road for the Northeast corner of a called 15.00 acre tract of land described in a Special Warranty Donation Deed with Use Restriction to Georgetown Independent School District, recorded in Document No. 2019122376, of said O.P.R.W.C.T. and the common Northwest corner of Lot 1, Block A, GISD HIGH SCHOOL NO. 3, a subdivision of record in Document No. 2025009472, of said O.P.R.W.C.T. for the most Westerly corner hereof;

THENCE **North 09°52'10" East**, over and across the existing Right-of-Way of said Cedar Breaks Road, a distance of **120.13** feet to a Calculated Point in the existing North Right-of-Way line of said Cedar Breaks Road, and the common South line of a called 33.68 acre tract of land, described by deed as Tract II, described in a Warranty Deed to Jim Forrest Avant, Jeff Wood Avant and Jamie Avant Dyhle, recorded in Volume 2334, Page 548, of said D.R.W.C.T.;

THENCE with the existing North right-of-way line of said Cedar Breaks Road and the common South line of said 33.68 acre tract, the following two (2) courses and distances:

1) **South 80°07'50" East**, a distance of **361.59** feet to a 1/2-inch rebar found with illegible plastic cap at the Southeast corner of said 33.68 acre tract;

2) **North 10°05'32" East**, a distance of **14.95** feet to a concrete monument with U.S. Army Corps of Engineers disk found for the Easterly Northeast corner of said 33.68 acre tract, for the South corner of a called 333.00 acre tract of land conveyed in a General Warranty Deed to The United States of America, recorded in Volume 516, Page 349, of said D.R.W.C.T

THENCE, **North 69°00'44" East**, with the existing North Right-of-Way line of said Cedar Breaks Road and the common South line of said 333.00 acre tract, a distance of **259.58** feet to a Calculated Point on the South line of said 333.00 acre tract, in the existing Southwest Right-of-Way line of D.B. Wood Road (120' Wide Right-of-Way, Document No. 2005080399, O.P.R.W.C.T.), for the Northerly corner hereof;

THENCE with the existing Southwest Right-of-Way line of said D.B. Wood Road, along a curve to the **Left**, having a radius of **1,492.84** feet, an arc length of **123.72** feet, a delta angle of **04°44'54"**, and a chord which bears **South 43°45'29" East,** a distance of **123.67** feet to a 1/2-inch rebar found with aluminum cap stamped "CITY OF GEORGETOWN" for the Northwest corner of a called 1.314 acre tract of land described in a Deed Without Warranty to The City of Georgetown, recorded in Document No. 2016073417, of said O.P.R.W.C.T.;

THENCE with the existing Southeast Right-of-Way line of said Cedar Breaks Road, and the common Northwest line of said 1.314 acre tract, the following two (2) courses and distances:

1) **South 46°26'21" West,** a distance of **42.79** feet to a 1/2-inch rebar found with aluminum cap stamped "CITY OF GEORGETOWN"; and

2) Along a curve to the **Right**, having a radius of **393.66** feet, an arc length of **369.95** feet, a delta angle of **53°50'43"**, and a chord which bears **South 73°09'51" West,** a distance of **356.49** feet to a 1/2-inch rebar found with aluminum cap stamped "CITY OF GEORGETOWN" for the West corner of said 1.314 acre tract, and the common North line of said Lot 1;

THENCE **North 80°10'52" West**, with the existing South Right-of-Way line of said Cedar Breaks Road, and the common North line of said Lot 1, a distance of **340.10** feet to the **POINT OF BEGINNING** and containing 2.098 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on September 29, 2025.

2-9-2026

Ethan Scott Hopkin
Registered Professional Land Surveyor
State of Texas No. 7048

STATE OF TEXAS
REGISTERED
ETHAN SCOTT HOPKIN
7048
PROFESSIONAL
LAND SURVEYOR

Job Number: 25-038
Attachments: K:\!2025\25038 - CoGT ROW Annexation\CAD\DWGs\25038_CoGT_ROW Annexation_Cedar Breaks_Exhibit.dwg

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID–TO–SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00012.

100' 80' 60' 40' 20' 0' 50' 100'

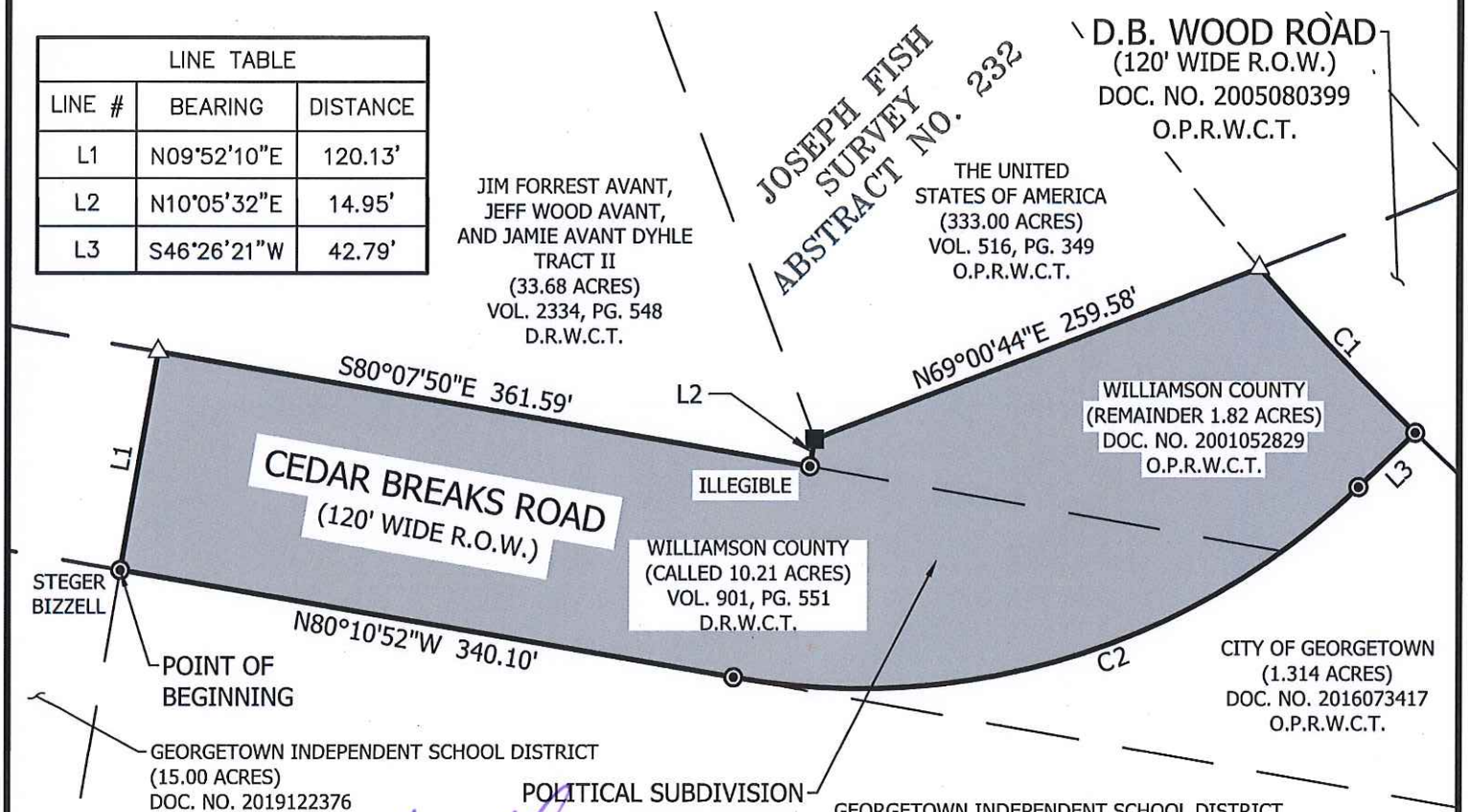
GRAPHIC SCALE

LEGEND

■	CONCRETE MONUMENT WITH U.S. ARMY CORPS OF ENGINEERS DISK FOUND
◉	1/2–INCH REBAR WITH ALUMINUM DISK STAMPED "CITY OF GEORGETOWN" FOUND (OR AS NOTED)
△	CALCULATED POINT (NOT SET)
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
DOC. NO.	DOCUMENT NUMBER
VOL., PG.	VOLUME, PAGE
R.O.W.	RIGHT–OF–WAY

N

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N09°52'10"E	120.13'
L2	N10°05'32"E	14.95'
L3	S46°26'21"W	42.79'



STATE OF TEXAS
REGISTERED
ETHAN SCOTT HOPKIN
7048
PROFESSIONAL
LAND SURVEYOR

2-9-2026

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	1492.84'	123.72'	4°44'54"	S43°45'29"E	123.68'
C2	393.66'	369.95'	53°50'43"	S73°09'51"W	356.49'

JOB NUMBER: JOB #25–038		DATE: 02/09/2026	
PROJECT NAME: CoGT ROW ANNEXATION			
DRAWING NAME: CoGT ROW ANNEXATION CEDAR BREAKS EXHIBIT.DWG			
DRAWING FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DWGs			
METES AND BOUNDS FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DESCRIPTIONS			
RPLS: ESH	TECH: DNP	PARTY CHIEF: CD	CHK BY: ESH
SHEET 03 of 03	FIELDBOOKS 17/498		SCALE:1"=100'

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

Exhibit 3

CITY OF GEORGETOWN
ANNEXATION SERVICE PLAN
AREA: CEDAR BREAKS DRIVE
COUNCIL DISTRICT: NO. 2
DATE: APRIL 14, 2026

I. INTRODUCTION

This Service Plan (the "Plan") is made by the City of Georgetown, Texas ("City") pursuant to Sections 43.056(b)-(o) and 43.065 of the Texas Local Government Code ("LGC"). This Plan relates to the annexation into the City of the land shown on Exhibit "A" to this Service Plan, which is referred to as "the Cedar Breaks Right of Way". The provisions of this Plan were made available for public inspection and explained to the public at the two public hearings held by the City on March 10, 2026 and March 24, 2026 in accordance with Section 43.063 of the LGC.

II. TERM OF SERVICE PLAN

Pursuant to Section 43.056(l) of the LGC, this Plan shall be in effect for a ten-year period commencing on the effective date of the ordinance approving the annexation. Renewal of the Plan shall be at the discretion of the City Council and must be accomplished by Ordinance.

III. INTENT

It is the intent of the City to provide municipal services in accordance with the timetables required by the LGC. The City reserves the rights guaranteed to it by the LGC to amend this Plan if the City Council determines that changed conditions, subsequent occurrences, or any other legally sufficient circumstances exist under the LGC or other Texas laws that make this Plan unworkable, obsolete, or unlawful.

IV. CATEGORIZATION OF MUNICIPAL SERVICES

The municipal services described herein are categorized by those services which are (1) available to the annexed area immediately upon annexation; (2) those services which will be available to the annexed area within 2½ years from the effective date of the annexation; and (3) those services for which capital improvements are needed and which will be available within 4½ years from the effective date of the annexation based upon a schedule for construction of such improvements as set forth herein.

For the purposes of this Plan, "provision of services" includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract, in whole or in part, and may include duties on the part of a private landowner with regard to such services.

In addition, in accordance with Section 43.056(g) of the LGC, if before annexation the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the same being provided by the City to other areas within the City limits, this Plan shall be construed to

allow for the provision to the annexed area of a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area.

V. SERVICES TO BE PROVIDED UPON ANNEXATION

1. **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.

2. **Police** – The City's Police Department will provide protection and law enforcement services.

3. **Planning and Development, Building Permits, and Inspections Services** - 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.

4. **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.

5. **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.

6. **Library** – Upon annexation, library privileges will be available to anyone residing in the annexed area.

7. **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.

8. **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.

9. **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.

10. **Solid Waste Services** – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

11. **Code Compliance** – The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.

12. **Animal Control Services** – Upon annexation, the City shall provide animal control services in the annexed area.

13. **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.

14. **Health and Safety Regulations** – The provisions of the City Code of Ordinances relating to health and safety regulations (including but not limited to Fire Prevention Code; Fireworks; Food Sanitation; Noise Control; Nuisances; Junked Motor Vehicles; and Smoking in Public Places) shall apply in the annexed area.

15. **Regulations Pertaining to Peace, Morals and Welfare** -- The provisions of the City Code of Ordinances relating to peace, morals and welfare (including but not limited to Housing Discrimination; Weapons; and Enforcement of Other Miscellaneous Violations) shall apply in the annexed area.

VI. SERVICES TO BE PROVIDED WITHIN 4½ YEARS OF ANNEXATION; CAPITAL IMPROVEMENTS PROGRAM

1. **In General –** The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary for services that are provided directly by the City.

2. **Water and Wastewater Services–** Water and wastewater services are only provided to occupied lots that have been legally subdivided and platted or are otherwise a legal lot, and that are located within the boundaries of the City's authorized service areas. Further, existing residences in the annexed area that were served by a functioning onsite sewer system (septic system) shall continue to use such private system for wastewater services in conformance with the City Code of Ordinances. Existing non-residential establishments in the annexed area may continue to use an onsite sewer system (septic system) for sewage disposal in conformance with the City Code of Ordinances. Upon the Development of any property in the annexed area, the provisions of the UDC shall apply.

The City shall have no obligation to extend water or wastewater service to any part of the annexed area that is within the service area of another water or wastewater utility. For annexed areas located within the City's authorized service areas, the City shall, subject to the terms and conditions of this Plan, extend water and wastewater service in accordance with the service extension ordinances, policies, and standards that are summarized in Section X of this Plan, which may require that the property owner or developer of a newly developed tract install water and wastewater lines. The extension of water and wastewater services will be provided in accordance with the policies summarized in Section X of this Plan and with any applicable construction and design standards manuals adopted by the City.

3. **Water and Wastewater Capital Improvements Schedule –** Because of the time required to design and construct the necessary water and wastewater facilities to serve the annexed area, certain services cannot be reasonably provided within 2½ years of the effective date of annexation. Therefore, the City shall implement a program, which will be initiated after the effective date of the annexation and include the acquisition or construction of capital improvements necessary for providing water and wastewater services to the area. The following schedule for improvements is proposed: construction will commence within 2 ½ years from the effective date of annexation and will be substantially complete within 4 ½ years from the effective date of annexation. However, the provisions of Section VII of this Plan shall apply to the schedule for completion of all capital improvements. In addition, the acquisition or construction of the improvements shall be accomplished by purchase, lease, or other contract or by the City succeeding to the powers, duties, assets, and obligations of a conservation and reclamation district as authorized or required by law.

4. **Roads and Streets –** No road or street related capital improvements are necessary at this time. Future extension of roads or streets and installation of traffic control devices will be governed by the City's Comprehensive Plan, the City's Overall Transportation Plan, the City's Capital Improvements Plan; the City's regular or non-impact fee Capital Improvements Program, and any applicable City ordinances, policies, and procedures, which may require that the property owner or developer install roads and streets at the property owner's or developer's expense. It is anticipated that the developer of new subdivisions in the area will install street lighting in accordance with the City's standard policies and procedures. Provision of street lighting will be in accordance with the City's street lighting policies.

5. **Capital Improvements for Other Municipal Services** – No capital improvements are necessary at this time to provide municipal Police; Fire Protection; Emergency Medical Services; Solid Waste Collection; Public Parks, Playgrounds, or Swimming Pools; Public Buildings or Facilities; or Library Services. The annexed area will be included in the City's future planning for new or expanded capital improvements and evaluated on the same basis and in accordance with the same standards as similarly situated areas of the City.

VII. FORCE MAJEURE AND SCHEDULE EXTENSIONS

1. Certain events, described as Force Majeure Events in this Plan, are those over which the City has no control. Force Majeure Events shall include, but not be limited to, acts of God; terrorism or acts of a public enemy; war; blockages; riots; strikes; epidemics; forces of nature including landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes; arrest and restraint of government; explosions; collisions, and all other inabilities of the City, whether similar to those enumerated or otherwise, which are not within the control of the City. Any deadlines or other provisions of this Plan that are affected by a Force Majeure Event shall be automatically extended to account for delays caused by such Force Majeure Event.

2. In accordance with Section 43.056(e) of the LGC, this Plan and the schedules for capital improvements necessary to provide full municipal services to the annexed area may be amended by the City to extend the period for construction if the construction is proceeding with all deliberate speed. The construction of the improvements shall be accomplished in a continuous process and shall be completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices. However, the City does not violate this Plan if the construction process is interrupted for any reason by circumstances beyond the direct control of the City.

VIII. AMENDMENTS

Pursuant to the provisions of Section 43.056(k) of the LGC, on approval by the City Council, the Plan is a contractual obligation that is not subject to amendment or repeal except as provided by state law. Section 43.056(k) of the LGC provides that if the City Council determines, after public hearings, that changed conditions or subsequent occurrences make the Plan unworkable or obsolete, the City Council may amend the Plan to conform to the changed conditions or subsequent occurrences. An amended Plan must provide for services that are comparable to or better than those established in the Plan before amendment. Before any Plan amendments are adopted, the City Council must provide an opportunity for interested persons to be heard at public hearings called and held in the manner provided by Section 43.063 of the LGC.

IX. FEES

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.

X. WATER AND WASTEWATER SERVICE EXTENSION POLICIES

The policies and regulations related to water and wastewater utility extensions that are included in the City Code of Ordinances, the Unified Development Code, the City's Construction and Specifications Manual, Drainage Manual, and other published policies and technical manuals, as the same may be amended from time to time, shall control the extension of water and wastewater services to the annexed area.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF GEORGETOWN, TEXAS, AND THE ANNEXATION OF APPROXIMATELY 2.098 ACRES OF LAND IN THE JOSEPH FISH SURVEY, ABSTRACT NO. 232 AND KNOWNS AS CEDAR BREAKS ROAD AS DESCRIBED HEREIN; FINDING THAT SURROUNDING THE AREA BETWEEN THE CEDAR BREAKS ROAD AND THE CURRENT CITY LIMITS IS IN THE PUBLIC INTEREST; PROVIDING FOR SERVICE PLANS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown ("City"), as the owner of the hereinafter described right-of-way, desires for the City, pursuant to Section 43.061 of the Local Government Code, to annex said area of land into the City of Georgetown, to-wit:

> 2.098 acres of land in the Joseph Fish Survey, Abstract No. 232, more particularly shown on the map in *Exhibit "A"* and described by metes and bounds in *Exhibit "B,"* which are attached hereto and incorporated herein by reference as if set forth in full (the "Cedar Breaks Road Right-of-Way");

WHEREAS, the Georgetown City Council approved a resolution granting the petition on February 24, 2026; and

WHEREAS, all of the herein-described property lies within the extraterritorial jurisdiction of the City of Georgetown, Texas; and

WHEREAS, the herein-described property lies adjacent and contiguous to the City of Georgetown, Texas; and

WHEREAS, the area to be annexed is not required to be 1,000 feet in width at its narrowest point because the annexation was initiated upon the written petition of the owner(s) of the area to be annexed; and

WHEREAS, the City of Georgetown wishes to undertake full jurisdiction, control, and maintenance of the property, for public road purposes, which property is situated within the City of Georgetown and more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the City of Georgetown will work to maintain and improve the aforementioned property in perpetuity; and

WHEREAS, all prerequisites of state law and the City Charter have been complied with;

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

Section 1. The meeting at which this ordinance 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 ordinance 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. The City Council hereby finds that this ordinance implements and is not inconsistent or in conflict with any 2030 Comprehensive Plan Vision Statements, Goals and Policies.

Section 3. The City Council of the City of Georgetown hereby annexes into the city limits 2.098 acres of land in the Joseph Fish Survey, Abstract No. 232, as shown in ***Exhibit A***, and described in ***Exhibit B*** of this Ordinance. The City Council of the City of Georgetown hereby approves the Service Plan for the area to be annexed, attached as ***Exhibit C*** to this Ordinance.

Section 4. The 2.098 acres, as described in ***Exhibit A*** and depicted in ***Exhibit B*** of this Ordinance is hereby included in City Council District 2, as it is adjacent to Council District 2.

Section 5. In accordance with Section 12.46.160 of the City's Code of Ordinances, the City's Official Transportation Service Area Map shall be updated to reflect that the Property is hereby included in the transportation service area known as "B".

Section 6. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Section 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance 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 First Reading on the 14th of April , 2026.

PASSED AND APPROVED on Second Reading on the 28th of April , 2026.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID–TO–SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00012.

100' 80' 60' 40' 20' 0' 50' 100'

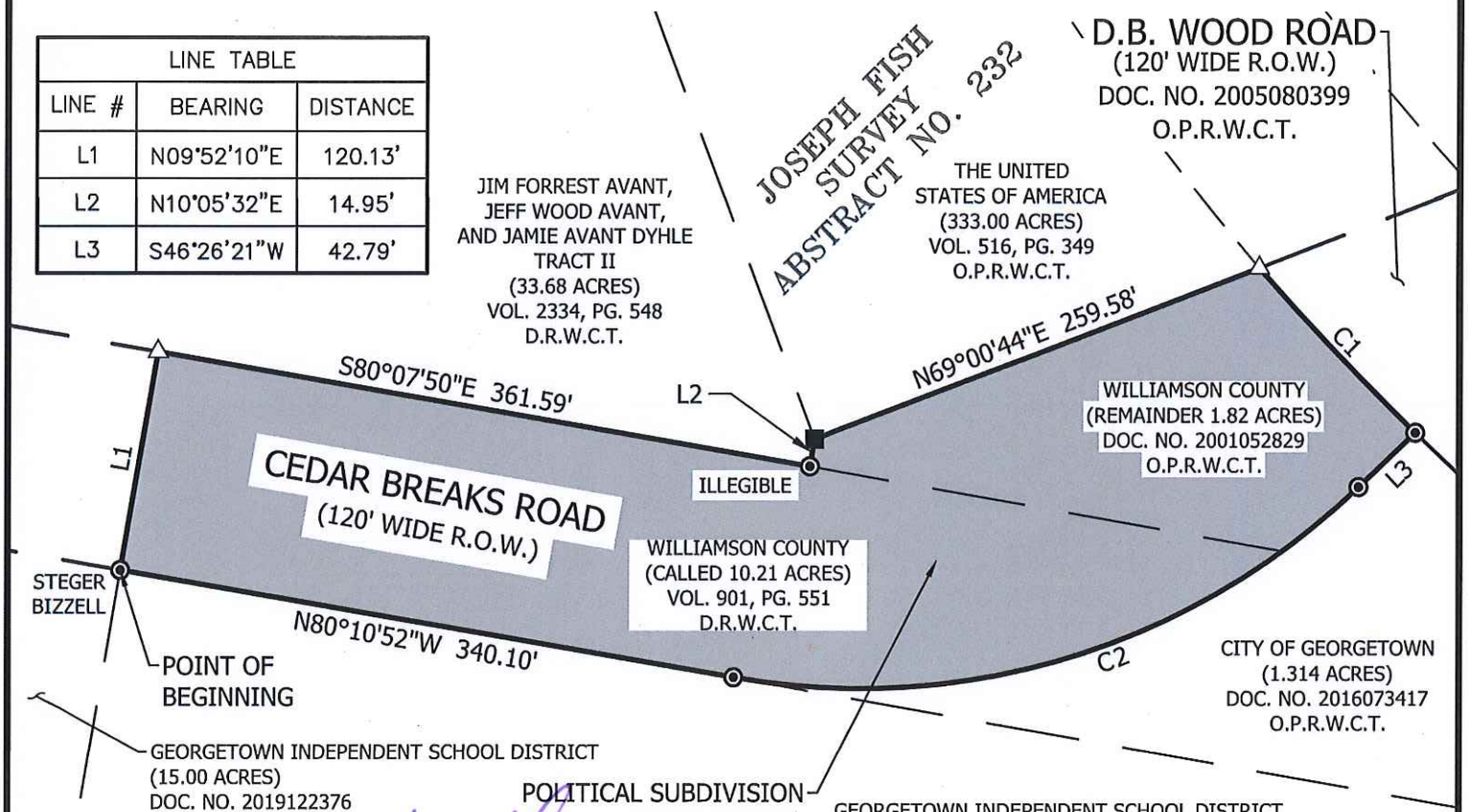
GRAPHIC SCALE

LEGEND

■	CONCRETE MONUMENT WITH U.S. ARMY CORPS OF ENGINEERS DISK FOUND
◉	1/2–INCH REBAR WITH ALUMINUM DISK STAMPED "CITY OF GEORGETOWN" FOUND (OR AS NOTED)
△	CALCULATED POINT (NOT SET)
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
DOC. NO.	DOCUMENT NUMBER
VOL., PG.	VOLUME, PAGE
R.O.W.	RIGHT–OF–WAY

N

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N09°52'10"E	120.13'
L2	N10°05'32"E	14.95'
L3	S46°26'21"W	42.79'



STATE OF TEXAS
REGISTERED
ETHAN SCOTT HOPKIN
7048
PROFESSIONAL
LAND SURVEYOR

2-9-2026

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	1492.84'	123.72'	4°44'54"	S43°45'29"E	123.68'
C2	393.66'	369.95'	53°50'43"	S73°09'51"W	356.49'

JOB NUMBER: JOB #25–038		DATE: 02/09/2026	
PROJECT NAME: CoGT ROW ANNEXATION			
DRAWING NAME: CoGT ROW ANNEXATION CEDAR BREAKS EXHIBIT.DWG			
DRAWING FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DWGs			
METES AND BOUNDS FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DESCRIPTIONS			
RPLS: ESH	TECH: DNP	PARTY CHIEF: CD	CHK BY: ESH
SHEET 03 of 03	FIELDBOOKS 17/498		SCALE:1"=100'

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

EXHIBIT B

LSI LANDESIGN SERVICES, INC.
10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

POLITICAL SUBDIVISION DESCRIPTION FOR THE ANEXATION OF THE EXISTING RIGHT-OF-WAY OF CEDAR BREAKS ROAD TO THE CITY OF GEORGETOWN

BEING 2.098 ACRES WITHIN THE CITY OF GEORGETOWN EXTRA TERRITORIAL JURISDICTION, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE JOSEPH FISH SURVEY, ABSTRACT NO. 232 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF CEDAR BREAKS ROAD (120' WIDE RIGHT-OF-WAY) RECORDED IN VOLUME 901, PAGE 551, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.) AND IN DOCUMENT NO. 2001052829, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 2.098 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar found with plastic cap stamped "STEGER BIZZELL" in the existing South Right-of-Way line of Cedar Breaks Road for the Northeast corner of a called 15.00 acre tract of land described in a Special Warranty Donation Deed with Use Restriction to Georgetown Independent School District, recorded in Document No. 2019122376, of said O.P.R.W.C.T. and the common Northwest corner of Lot 1, Block A, GISD HIGH SCHOOL NO. 3, a subdivision of record in Document No. 2025009472, of said O.P.R.W.C.T. for the most Westerly corner hereof;

THENCE **North 09°52'10" East**, over and across the existing Right-of-Way of said Cedar Breaks Road, a distance of **120.13** feet to a Calculated Point in the existing North Right-of-Way line of said Cedar Breaks Road, and the common South line of a called 33.68 acre tract of land, described by deed as Tract II, described in a Warranty Deed to Jim Forrest Avant, Jeff Wood Avant and Jamie Avant Dyhle, recorded in Volume 2334, Page 548, of said D.R.W.C.T.;

THENCE with the existing North right-of-way line of said Cedar Breaks Road and the common South line of said 33.68 acre tract, the following two (2) courses and distances:

1) **South 80°07'50" East**, a distance of **361.59** feet to a 1/2-inch rebar found with illegible plastic cap at the Southeast corner of said 33.68 acre tract;

2) **North 10°05'32" East**, a distance of **14.95** feet to a concrete monument with U.S. Army Corps of Engineers disk found for the Easterly Northeast corner of said 33.68 acre tract, for the South corner of a called 333.00 acre tract of land conveyed in a General Warranty Deed to The United States of America, recorded in Volume 516, Page 349, of said D.R.W.C.T

THENCE, **North 69°00'44" East**, with the existing North Right-of-Way line of said Cedar Breaks Road and the common South line of said 333.00 acre tract, a distance of **259.58** feet to a Calculated Point on the South line of said 333.00 acre tract, in the existing Southwest Right-of-Way line of D.B. Wood Road (120' Wide Right-of-Way, Document No. 2005080399, O.P.R.W.C.T.), for the Northerly corner hereof;

THENCE with the existing Southwest Right-of-Way line of said D.B. Wood Road, along a curve to the **Left**, having a radius of **1,492.84** feet, an arc length of **123.72** feet, a delta angle of **04°44'54"**, and a chord which bears **South 43°45'29" East,** a distance of **123.67** feet to a 1/2-inch rebar found with aluminum cap stamped "CITY OF GEORGETOWN" for the Northwest corner of a called 1.314 acre tract of land described in a Deed Without Warranty to The City of Georgetown, recorded in Document No. 2016073417, of said O.P.R.W.C.T.;

THENCE with the existing Southeast Right-of-Way line of said Cedar Breaks Road, and the common Northwest line of said 1.314 acre tract, the following two (2) courses and distances:

1) **South 46°26'21" West,** a distance of **42.79** feet to a 1/2-inch rebar found with aluminum cap stamped "CITY OF GEORGETOWN"; and

2) Along a curve to the **Right**, having a radius of **393.66** feet, an arc length of **369.95** feet, a delta angle of **53°50'43"**, and a chord which bears **South 73°09'51" West,** a distance of **356.49** feet to a 1/2-inch rebar found with aluminum cap stamped "CITY OF GEORGETOWN" for the West corner of said 1.314 acre tract, and the common North line of said Lot 1;

THENCE **North 80°10'52" West**, with the existing South Right-of-Way line of said Cedar Breaks Road, and the common North line of said Lot 1, a distance of **340.10** feet to the **POINT OF BEGINNING** and containing 2.098 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on September 29, 2025.

2-9-2026

Ethan Scott Hopkin
Registered Professional Land Surveyor
State of Texas No. 7048

STATE OF TEXAS
REGISTERED
ETHAN SCOTT HOPKIN
7048
PROFESSIONAL
LAND SURVEYOR

Job Number: 25-038
Attachments: K:\!2025\25038 - CoGT ROW Annexation\CAD\DWGs\25038_CoGT_ROW Annexation_Cedar Breaks_Exhibit.dwg

EXHIBIT C

CITY OF GEORGETOWN
ANNEXATION SERVICE PLAN
AREA: CEDAR BREAKS DRIVE
COUNCIL DISTRICT: NO. 2
DATE: APRIL 14, 2026

I. INTRODUCTION

This Service Plan (the "Plan") is made by the City of Georgetown, Texas ("City") pursuant to Sections 43.056(b)-(o) and 43.065 of the Texas Local Government Code ("LGC"). This Plan relates to the annexation into the City of the land shown on Exhibit "A" to this Service Plan, which is referred to as "the Cedar Breaks Right of Way". The provisions of this Plan were made available for public inspection and explained to the public at the two public hearings held by the City on March 10, 2026 and March 24, 2026 in accordance with Section 43.063 of the LGC.

II. TERM OF SERVICE PLAN

Pursuant to Section 43.056(l) of the LGC, this Plan shall be in effect for a ten-year period commencing on the effective date of the ordinance approving the annexation. Renewal of the Plan shall be at the discretion of the City Council and must be accomplished by Ordinance.

III. INTENT

It is the intent of the City to provide municipal services in accordance with the timetables required by the LGC. The City reserves the rights guaranteed to it by the LGC to amend this Plan if the City Council determines that changed conditions, subsequent occurrences, or any other legally sufficient circumstances exist under the LGC or other Texas laws that make this Plan unworkable, obsolete, or unlawful.

IV. CATEGORIZATION OF MUNICIPAL SERVICES

The municipal services described herein are categorized by those services which are (1) available to the annexed area immediately upon annexation; (2) those services which will be available to the annexed area within 2½ years from the effective date of the annexation; and (3) those services for which capital improvements are needed and which will be available within 4½ years from the effective date of the annexation based upon a schedule for construction of such improvements as set forth herein.

For the purposes of this Plan, "provision of services" includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract, in whole or in part, and may include duties on the part of a private landowner with regard to such services.

In addition, in accordance with Section 43.056(g) of the LGC, if before annexation the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the same being provided by the City to other areas within the City limits, this Plan shall be construed to

allow for the provision to the annexed area of a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area.

V. SERVICES TO BE PROVIDED UPON ANNEXATION

1. **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.

2. **Police** – The City's Police Department will provide protection and law enforcement services.

3. **Planning and Development, Building Permits, and Inspections Services** - 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.

4. **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.

5. **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.

6. **Library** – Upon annexation, library privileges will be available to anyone residing in the annexed area.

7. **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.

8. **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.

9. **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.

10. **Solid Waste Services** – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

11. **Code Compliance** – The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.

12. **Animal Control Services** – Upon annexation, the City shall provide animal control services in the annexed area.

13. **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.

14. **Health and Safety Regulations** – The provisions of the City Code of Ordinances relating to health and safety regulations (including but not limited to Fire Prevention Code; Fireworks; Food Sanitation; Noise Control; Nuisances; Junked Motor Vehicles; and Smoking in Public Places) shall apply in the annexed area.

15. **Regulations Pertaining to Peace, Morals and Welfare** -- The provisions of the City Code of Ordinances relating to peace, morals and welfare (including but not limited to Housing Discrimination; Weapons; and Enforcement of Other Miscellaneous Violations) shall apply in the annexed area.

VI. SERVICES TO BE PROVIDED WITHIN 4½ YEARS OF ANNEXATION; CAPITAL IMPROVEMENTS PROGRAM

1. **In General –** The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary for services that are provided directly by the City.

2. **Water and Wastewater Services–** Water and wastewater services are only provided to occupied lots that have been legally subdivided and platted or are otherwise a legal lot, and that are located within the boundaries of the City's authorized service areas. Further, existing residences in the annexed area that were served by a functioning onsite sewer system (septic system) shall continue to use such private system for wastewater services in conformance with the City Code of Ordinances. Existing non-residential establishments in the annexed area may continue to use an onsite sewer system (septic system) for sewage disposal in conformance with the City Code of Ordinances. Upon the Development of any property in the annexed area, the provisions of the UDC shall apply.

The City shall have no obligation to extend water or wastewater service to any part of the annexed area that is within the service area of another water or wastewater utility. For annexed areas located within the City's authorized service areas, the City shall, subject to the terms and conditions of this Plan, extend water and wastewater service in accordance with the service extension ordinances, policies, and standards that are summarized in Section X of this Plan, which may require that the property owner or developer of a newly developed tract install water and wastewater lines. The extension of water and wastewater services will be provided in accordance with the policies summarized in Section X of this Plan and with any applicable construction and design standards manuals adopted by the City.

3. **Water and Wastewater Capital Improvements Schedule –** Because of the time required to design and construct the necessary water and wastewater facilities to serve the annexed area, certain services cannot be reasonably provided within 2½ years of the effective date of annexation. Therefore, the City shall implement a program, which will be initiated after the effective date of the annexation and include the acquisition or construction of capital improvements necessary for providing water and wastewater services to the area. The following schedule for improvements is proposed: construction will commence within 2 ½ years from the effective date of annexation and will be substantially complete within 4 ½ years from the effective date of annexation. However, the provisions of Section VII of this Plan shall apply to the schedule for completion of all capital improvements. In addition, the acquisition or construction of the improvements shall be accomplished by purchase, lease, or other contract or by the City succeeding to the powers, duties, assets, and obligations of a conservation and reclamation district as authorized or required by law.

4. **Roads and Streets –** No road or street related capital improvements are necessary at this time. Future extension of roads or streets and installation of traffic control devices will be governed by the City's Comprehensive Plan, the City's Overall Transportation Plan, the City's Capital Improvements Plan; the City's regular or non-impact fee Capital Improvements Program, and any applicable City ordinances, policies, and procedures, which may require that the property owner or developer install roads and streets at the property owner's or developer's expense. It is anticipated that the developer of new subdivisions in the area will install street lighting in accordance with the City's standard policies and procedures. Provision of street lighting will be in accordance with the City's street lighting policies.

5. **Capital Improvements for Other Municipal Services** – No capital improvements are necessary at this time to provide municipal Police; Fire Protection; Emergency Medical Services; Solid Waste Collection; Public Parks, Playgrounds, or Swimming Pools; Public Buildings or Facilities; or Library Services. The annexed area will be included in the City's future planning for new or expanded capital improvements and evaluated on the same basis and in accordance with the same standards as similarly situated areas of the City.

VII. FORCE MAJEURE AND SCHEDULE EXTENSIONS

1. Certain events, described as Force Majeure Events in this Plan, are those over which the City has no control. Force Majeure Events shall include, but not be limited to, acts of God; terrorism or acts of a public enemy; war; blockages; riots; strikes; epidemics; forces of nature including landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes; arrest and restraint of government; explosions; collisions, and all other inabilities of the City, whether similar to those enumerated or otherwise, which are not within the control of the City. Any deadlines or other provisions of this Plan that are affected by a Force Majeure Event shall be automatically extended to account for delays caused by such Force Majeure Event.

2. In accordance with Section 43.056(e) of the LGC, this Plan and the schedules for capital improvements necessary to provide full municipal services to the annexed area may be amended by the City to extend the period for construction if the construction is proceeding with all deliberate speed. The construction of the improvements shall be accomplished in a continuous process and shall be completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices. However, the City does not violate this Plan if the construction process is interrupted for any reason by circumstances beyond the direct control of the City.

VIII. AMENDMENTS

Pursuant to the provisions of Section 43.056(k) of the LGC, on approval by the City Council, the Plan is a contractual obligation that is not subject to amendment or repeal except as provided by state law. Section 43.056(k) of the LGC provides that if the City Council determines, after public hearings, that changed conditions or subsequent occurrences make the Plan unworkable or obsolete, the City Council may amend the Plan to conform to the changed conditions or subsequent occurrences. An amended Plan must provide for services that are comparable to or better than those established in the Plan before amendment. Before any Plan amendments are adopted, the City Council must provide an opportunity for interested persons to be heard at public hearings called and held in the manner provided by Section 43.063 of the LGC.

IX. FEES

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.

X. WATER AND WASTEWATER SERVICE EXTENSION POLICIES

The policies and regulations related to water and wastewater utility extensions that are included in the City Code of Ordinances, the Unified Development Code, the City's Construction and Specifications Manual, Drainage Manual, and other published policies and technical manuals, as the same may be amended from time to time, shall control the extension of water and wastewater services to the annexed area.

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
Second Reading - 2025-6-ANX - Northlands Water Reclamation Plant

SUGGESTED ACTION:
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

ITEM SUMMARY:
Overview of Applicant's Request:
The City seeks to annex the subject property, which belongs to the City, as part of its development into the Northlands Water Reclamation Plant.

Staff's Analysis:
Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed meets the criteria established in UDC Section 3.06.030.

Public Comments:
As required by the Unified Development Code (UDC), all property owners and registered neighborhood associations within 300-feet of the subject property were notified of the request (6 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (Sunday, February 15, 2026) and signs were posted on-site. As of the publication date of this report, staff has received 0 written comments in favor and 0 in opposition of the request.

Planning and Zoning Commission Recommendation:
At their 3/3/26 meeting, the Planning and Zoning Commission recommended approval (7-0) of the request.

City Council First Reading:
At their 3/24/26 meeting, the City Council approved (7-0) First Reading of the Ordinance for the proposed request.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Hunter Gould, Planning Department

ATTACHMENTS:

2025-6-ANX - Staff Presentation.pdf
2025-6-ANX - Staff Report.pdf
Exhibit 1 - Location Map.pdf
Exhibit 2 - Future Land Use Map.pdf
Exhibit 3 - Zoning Map.pdf
Exhibit 4 - Design and Development Standards of the Public Facility Zoning Map.pdf
Exhibit 5 - Letter of Intent.pdf
Exhibit 6 - UDC Approval Criteria Analysis.pdf
2025-6-ANX Ordinance with Exhibits.pdf

Northlands Water Reclamation Facility 2025-6-ANX

April 14, 2026 | City Council

GEORGETOWN TEXAS

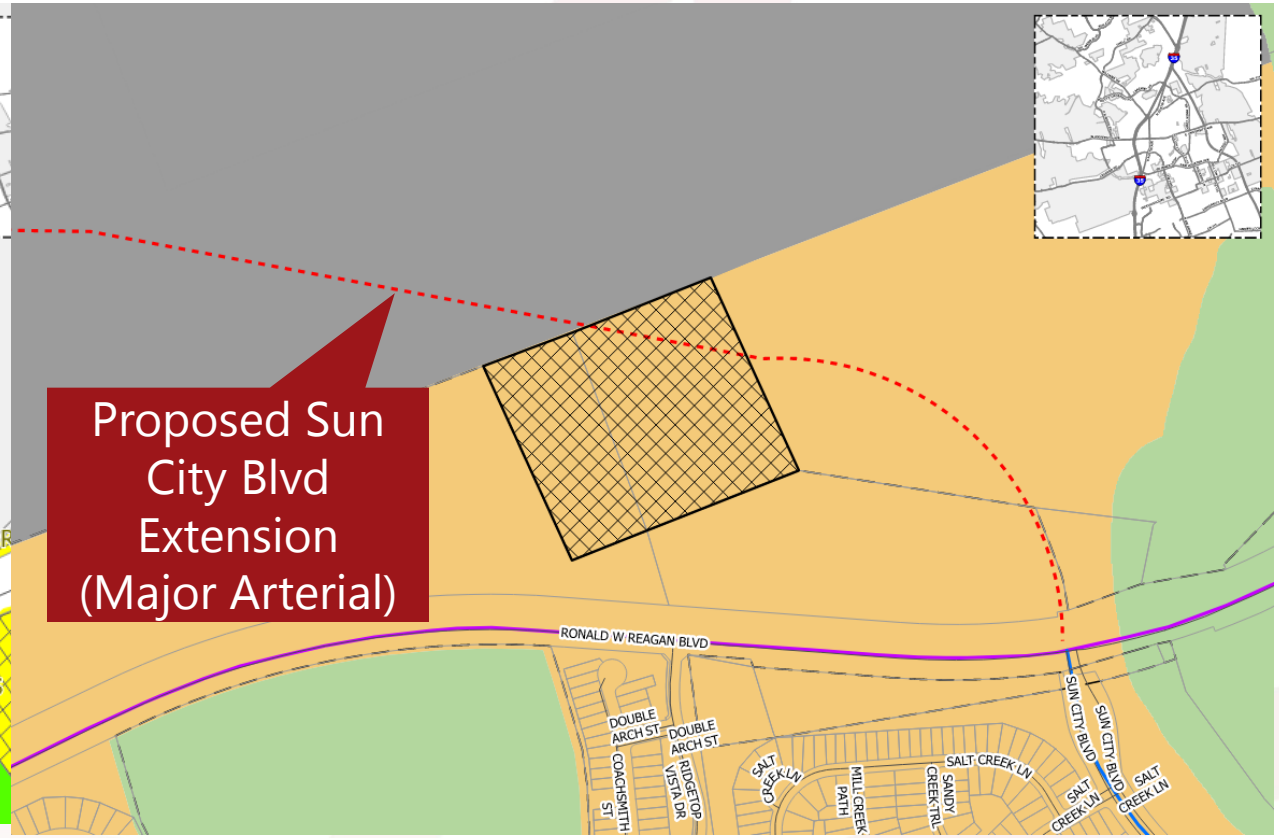
Item Under Consideration

2025-6-ANX

- Public Hearing and First 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 know as the Northlands Water Reclamation Facility (2025-6-ANX). Ryan Clark, AICP, Planning Manager

Yearwood (proposed MUD)
SH 195
Somerset Hills
Ronald Reagan Boulevard
Sun City

Zoning and Future Land Use Map



Mixed Density Neighborhood (MDN)

- Provides for a variety of single-family and medium density housing types in a compact network of complete, walkable streets
- consistent with and complimentary to a traditional neighborhood, with an emphasis on connectivity
- Compatibility between housing types can be achieved through development standards like lot size, setbacks, and building design
- Non-residential uses located at arterials and major intersections with appropriate buffering and pedestrian elements

- **DUA:** 5.0 minimum
- **Target Ratio:** 25% detached residential (5-7 DUA), 45% Moderate density residential (townhomes, duplexes, cottage court), 30% nonresidential
- **Primary Use:** Variety of single-family home types (detached, duplex, townhome), small lot single-family detached homes
- **Secondary Uses:** Limited neighborhood-serving retail and service uses, office, institutional, civic, parks, and open space

Public Facilities (PF)

- Location for government, public, and semi-public uses
- May include schools, public parks, hospitals, airports, government offices, and churches
- Does not include industrial or storage yards
- Some uses allowed are high intensity
- Subject to non-residential design standards

Dimensional Standards

- Max building height = 45’
- Front setback = 25’
- Side setback = 5’
- Rear setback = 0’
- Side Setback to Residential = 15’
- Rear Setback to Residential = 25’
- 15’ bufferyard when adjacent to residential

Allowed Uses in the Public Facilities (PF) Zoning District

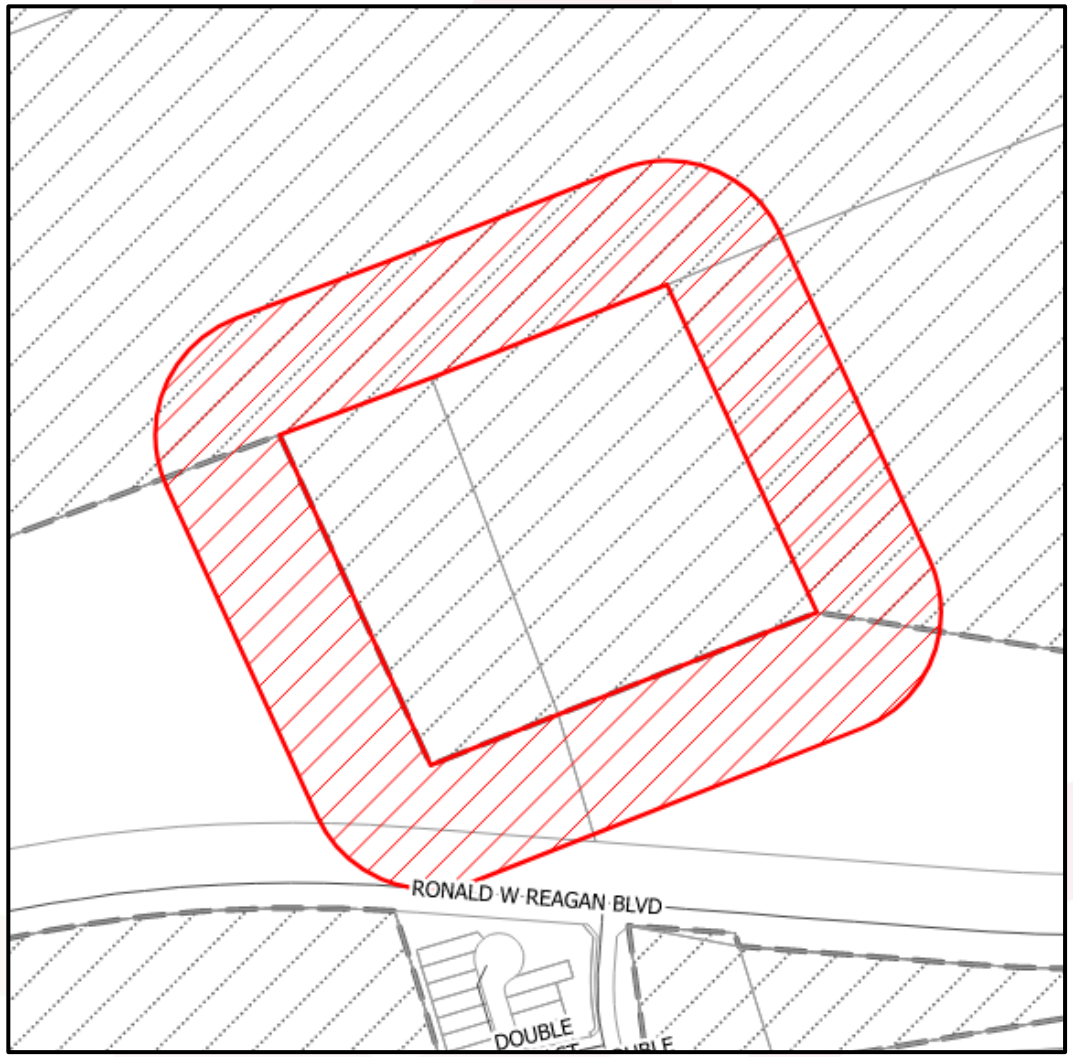
Permitted by Right	Permitted with Limitations	Permitted with a SUP
Emergency Services Station	Elementary School	Group Home (16 or more residents)
Government or Postal Office	Middle School	Orphanage
Library or Museum	High School	Correctional Facility
Social Service Facility	Boarding School	Psychiatric Hospital
Hospital	College or University	Substance Abuse Treatment Facility
Nature Preserve or Community Garden	Business or Trade School	Cemetary, Columbaria, Mausoleum or Memorial Park
Bus Barn	Activity Center, Youth or Senior	Major Event Entertainment
Parking Lot, Off-Site	Animal Shelter	Airport
Park-n-Ride Facility	Community Center	Wireless Transmission Facility >40'
Transit Passenger Terminal	Religious Assembly Facilities (with or without Columbaria)	
Utility Services, Minor, Intermediate, and Major	Public Park, Neighborhood and Regional	
	Golf Course	
	Restaurant, General	
	Event Facility	
	Athletic Facility, Indoor or Outdoor	
	Wireless Transmission Facility ≤40'	
	Heliport	

Approval Criteria – UDC Section 3.06.030

Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;	X		
The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;	X		
The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and	X		
The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.	X		

Public Notifications

- 6 property owners within the 300' buffer
- Notice in Sun News on 02/15/2026
- Signs posted on the property
- To date, staff has received:
  - 0 written comments IN FAVOR
  - 0 written comments OPPOSED
  - 1 resident expressed opposition during public comment at P&Z



Planning & Zoning Commission Action

- At their March 3, 2026 meeting, the Planning & Zoning Commission recommended approval of the request (7-0).

Summary

- Public Hearing and First 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 know as the Northlands Water Reclamation Facility (2025-6-ANX). Ryan Clark, AICP, Planning Manager
- Per UDC Section 3.06.020.E, the Planning and Zoning Commission shall hold a Public Hearing… and make a recommendation to the City Council.

First Reading of an Ordinance

- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS AND THE ANNEXATION AND INITIAL ZONING DESIGNATION OF PUBLIC FACILITY (PF) OF CERTAIN TERRITORY CONSISTING OF 20 ACRES, MORE OR LESS, IN THE FREDERICK FOY SURVEY ABSTRACT NO. 229, AS DESCRIBED HEREIN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Planning Department Staff Report

Report Date: **February 24, 2026**
Case Number: **2025-6-ANX**

AGENDA ITEM DESCRIPTION

Public Hearing and possible action 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 Facility (2025-6-ANX).

AGENDA ITEM DETAILS

Project Name:	**Northlands Water Reclamation Facility Annexation**
Applicant:	**City of Georgetown c/o Larry Taylor**
Property Owner:	**City of Georgetown c/o Larry Taylor**
Property Address:	**31701 Ronald W Reagan Boulevard, Georgetown, Texas**
Legal Description:	**20 acres in the Frederich Foy Survey, Abstract No. 229**
Current Zoning:	**n/a – located in City's ETJ**
Current Use:	**Undeveloped**

APPLICANT'S REQUEST

The applicant is requesting annexation with a base zoning district of Public Facility (PF) for this city owned property. The city intends to use this property for public infrastructure for the surrounding development.

RECOMMENDATION

Staff <u>recommend approval</u> of the request.

PROPERTY CONTEXT

Neighborhood Character:

The subject property is located just east of the proposed Somerset Hills Phase B neighborhood along the north side of Ronald Reagan Boulevard. The majority of the area surrounding the subject site has been entitled for residential uses but is undeveloped. The area across Ronald Reagan is developed with single-family homes as part of Sun City Neighborhood 80.

Zoning Trends:

The areas to the south and east of the site were rezoned in 2018 to Planned Unit Development with a base zoning district of Residential-Single Family. Other properties adjacent to the subject site are in the City's Extra Territorial Jurisdiction (ETJ).

City Council

Present Property Description:

The City of Georgetown acquired this property in 2009. The site is currently undeveloped with many trees occupying the site, especially on the western portion of the property. The subject property has frontage along the ROW of Newport Pass; however, the street has not been constructed yet. In terms of topography, the site appears to be relatively flat.

STAFF ANALYSIS

Technical Review:

The subject property has an existing Future Land Use designation of Mixed-Density Neighborhood (MDN). MDNs are intended to provide a space for medium density housing types, small scale non-residential uses that serve the neighborhood, and civic uses. The Public Facility zoning district does not conflict with the future land use designation of the area. Additionally, the request aligns with both land use policies #10 and #12 which aim to support development decisions that improve infrastructure and keep Georgetown a safe, welcoming community that supports its residents.

The proposed rezoning request was reviewed by all applicable City Departments to determine the appropriateness of the requested zoning on the subject property. No comments were made regarding the zoning request.

Staff reviewed the proposed annexation and rezoning request and found it complies with the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined in Exhibit 6.

PUBLIC NOTIFICATION

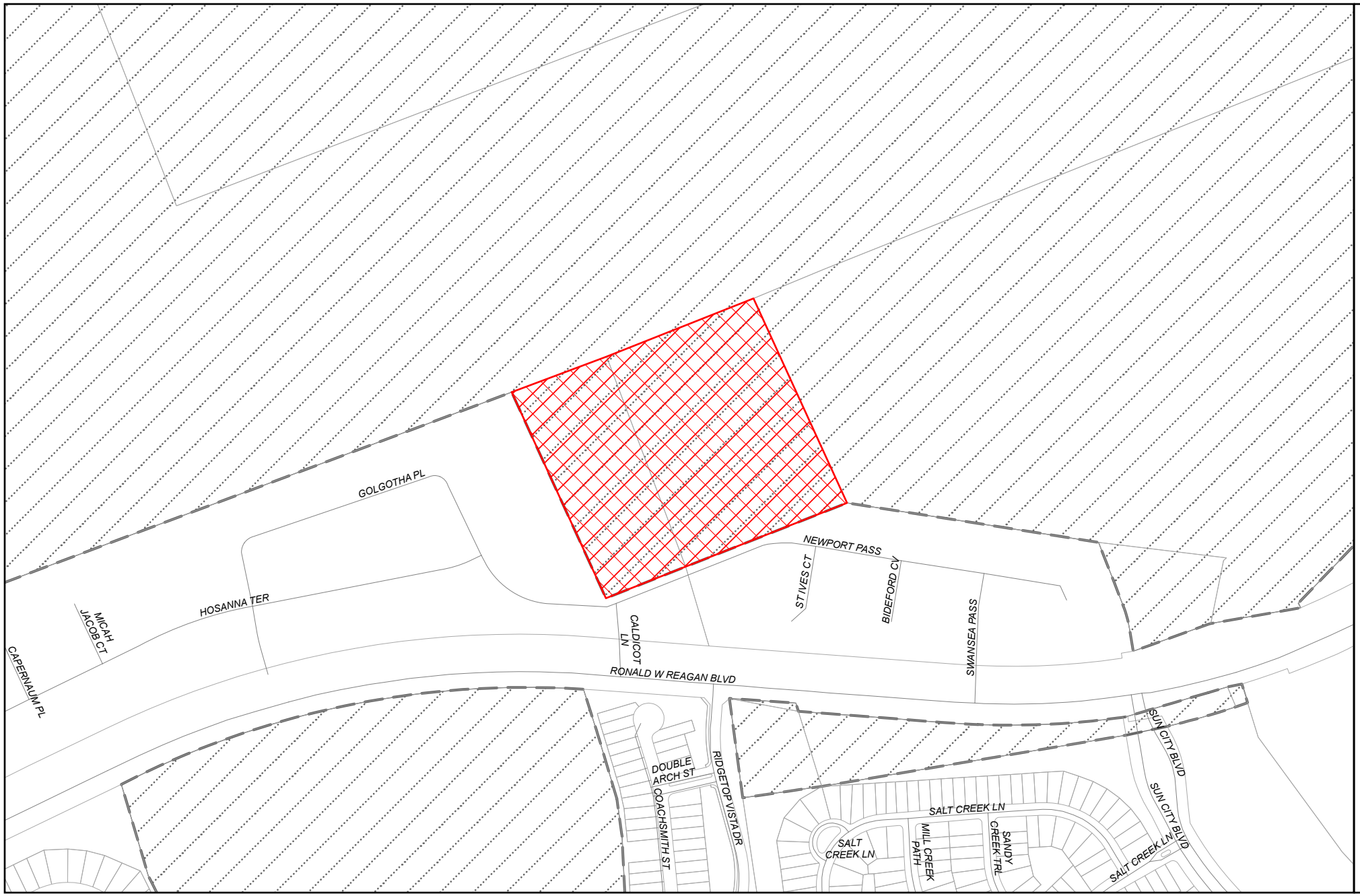
As required by the Unified Development Code, all property owners and registered neighborhood associations within a 300-foot radius of the subject property were notified of the annexation and initial zoning request (4 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (February 15, 2026) and signs were posted on-site. To date, staff has received 0 written comment in favor, and 0 in opposition to the request.

ATTACHMENTS

Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map
Exhibit 4 – Design and development standards of the Public Facility Zoning District
Exhibit 5 – Letter of Intent
Exhibit 6 – Criteria Analysis

SUBMITTED BY

Ryan Clark, Planning Manager



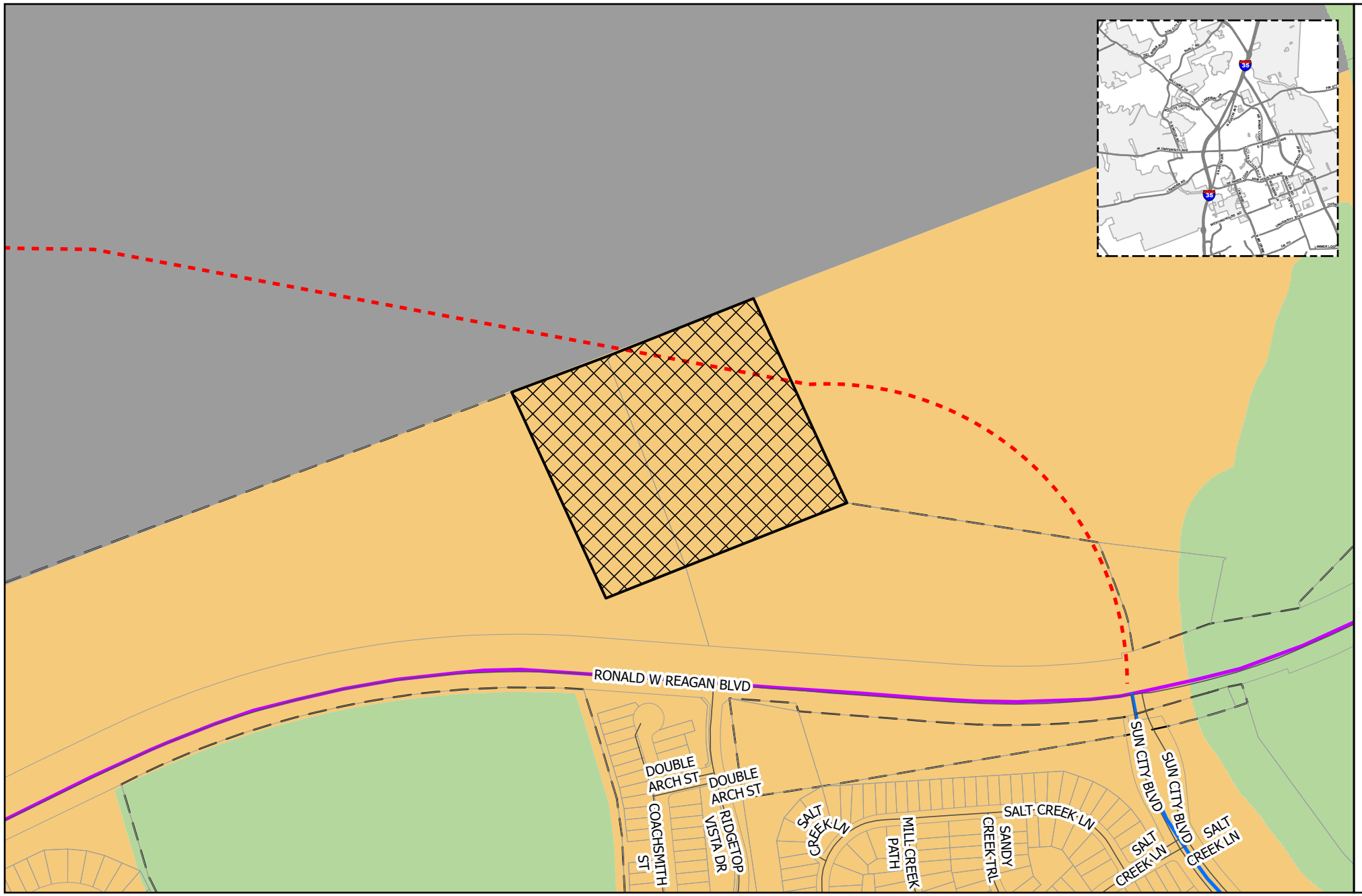
GEORGETOWN
TEXAS
more than welcome

Location

2025-6-ANX

Exhibit #1

- Site
- Parcels
- City Limits
- Georgetown ETJ



GEORGETOWN
TEXAS
more than welcome

Future Land Use/ Overall Transportation Plan

2025-6-ANX

Exhibit #3

- Site
- Parcels
- City Limits

Thoroughfare

CLASS

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

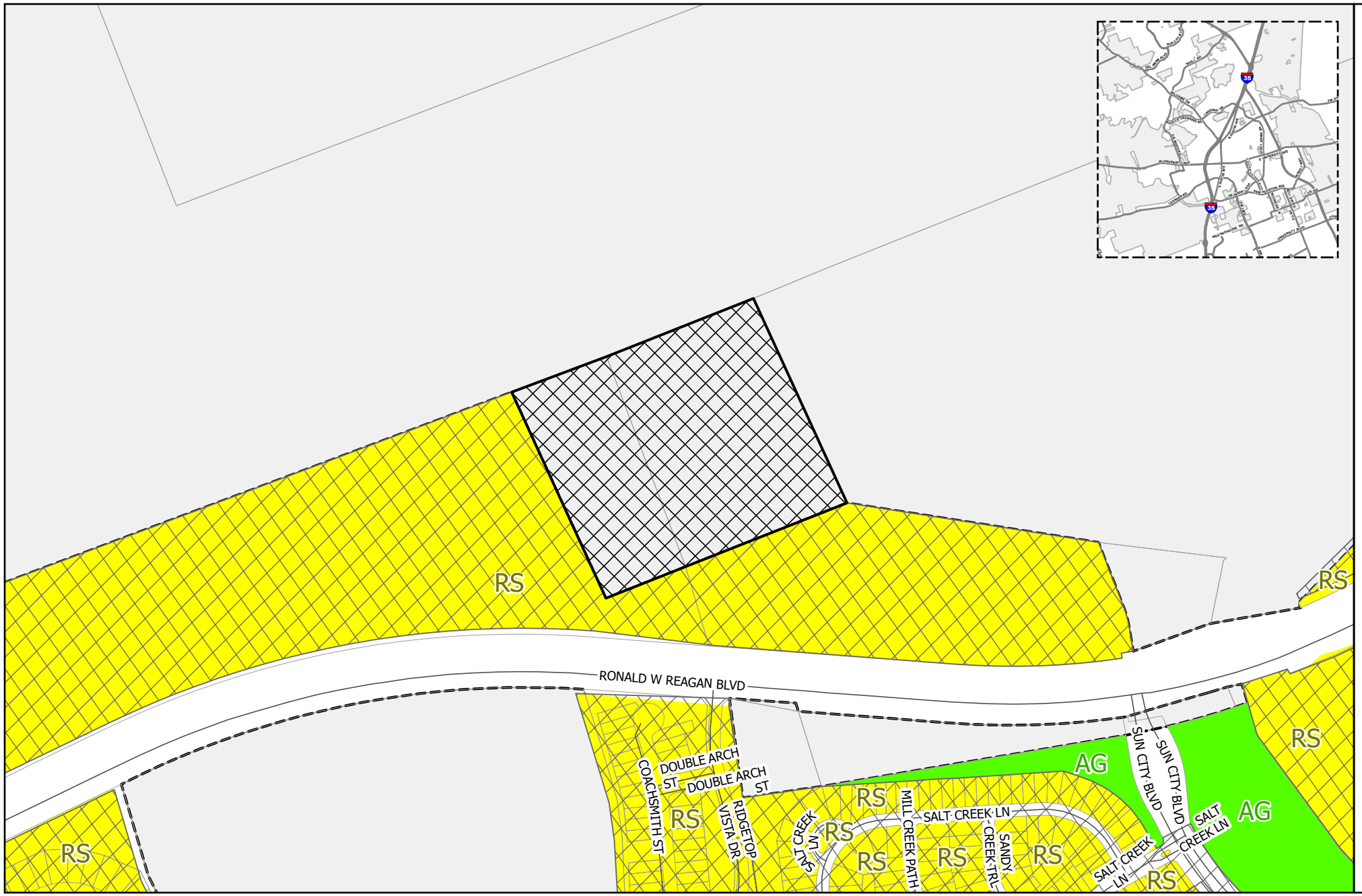
Future Land Use

FLU

- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area
- Georgetown ETJ

0 250 500 Feet

N



GEORGETOWN
TEXAS
more than welcome

Zoning

2025-6-ANX

Exhibit #3

- Site
- PUD
- Courthouse View Overlay
- Old Town Overlay
- Historic Overlay
- Downtown Overlay
- Gateway Overlay
- Parcels

Zoning

ZONE

- AG -Agriculture
- BP - Business Park
- C-1 - Local Commercial
- C-3 - General Commercial
- CN - Neighborhood Commercial
- IN - Industrial
- MF-1 - Low-Density Multi-family
- MF-2 - High-Density Multi-family
- MH - Manufactured Housing
- MU-DT - Mixed-Use Downtown
- OF - Office
- PF - Public Facility
- RE - Residential Estate
- RL - Residential Low-Density
- RS - Residential Single-Family
- TF -Two-Family
- TH -Townhouse
- City Limits
- Georgetown ETJ

0 250 500 Feet

N

PF Public Facility

Residential Uses	Sec. 5.02.010
Special Use Permit Required	Group Home (16 residents or more), Orphanage

Civic Uses	Sec. 5.03.010
Permitted by Right	Emergency Services Station, Government or Postal Office, Library or Museum, Social Service Facility, Hospital, Nature Preserve or Community Garden
Permitted with Limitations	School (Elementary, Middle, High, College or University, Boarding, Business or Trade), Activity Center (Youth or Senior), Animal Shelter, Community Center, Religious Assembly Facilities (Inc. with Columbaria), Public Park (Neighborhood or Regional), Golf Course
Special Use Permit Required	Correctional Facility, Psychiatric Hospital, Substance Abuse Treatment Facility, Cemetery, Columbaria, Mausoleum or Memorial Park,

Commercial Uses	Sec. 5.04.010
Permitted with Limitations	Restaurant (General), Event Facility, Athletic Facility (Indoor or Outdoor)
Special Use Permit Required	Major Event Entertainment

Transportation & Utility Uses	Sec. 5.05.010
Permitted by Right	Bus Barn, Parking Lot (off-site), Park-n-Ride Facility, Transit Passenger Terminal, Utility Services (Minor, Intermediate, Major)
Permitted with Limitations	Heliport, Wireless Transmission Facility (40' or less)
Special Use Permit Required	Airport, Wireless Transmission Facility (over 40')

Temporary Uses	Sec. 5.08.010
Permitted with Limitations	Seasonal Product Sales, Farmer's Market, Temporary and Transient Mobile or Outdoor Food Vendor, Business Offices, Concrete Products, Construction Field Office, Construction Staging (off-site), Parking Lot, Portable Classrooms

Outdoor Display & Storage	Sec. 5.09.020
Permitted	Outdoor Storage (Limited)

***Dimensional Standards on the back**

PF Public Facility

Dimensional Standards: Sec. 7.02.020	**Feet**
Minimum Lot Width	50
Minimum Lot Size	-
Front/street setback	25
Side Setback	5
Side setback to residential or an existing SF home in the ETJ that is platted or planned for residential use on the FLU Map	15
Rear Setback	0
Rear Setback to residential or an existing SF home in the ETJ that is platted or planned for residential use on the FLU Map	25
Maximum Building Height	45
Maximum Impervious Cover - Sec. 11.02	70%
Dimensional Interpretations and Exceptions – Sec. 7.02.030	-
Bufferyard: UDC Sec. 8.04.06 a) Medium level – 15 ft wide planting area; One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet	-
Landscaping: UDC Sec. 8.01	-
Tree Preservation and Protection – Sec. 8.02.	-

April 22, 2025

RE: Voluntary Annexation of R503136; R503133; R038968; R039105; R633916

Ryan,

The City of Georgetown, Texas (the "City") hereby submits its application for annexation of the below described properties:

Owner: The City is the owner of the properties proposed to be annexed.

Contiguity: These properties are contiguous with the City limits of the City of Georgetown, as they exist today, on their north and south boundaries.

Property Size/location:

Property	Size/Location	Current Use	Requested Zoning District	TIF Zone
R503136	12.7586 acres of the Frederick Foy Survey, Abstract 229, Williamson County	undeveloped	Public Facility (PF)	Sun City
R503133	7.2414 acres of the Frederick Foy Survey, Abstract 229, Williamson County	undeveloped	Public Facility (PF)	Sun City
R038968	59.54 acres in the John Berry Survey, Abstract 51, Williamson County	undeveloped	Public Facility (PF)	C
R039105	27.214 acres in the John Berry Survey, Abstract 51, Williamson County	Water treatment plant	Public Facility (PF)	C
R633916	3.266 acres in the Lewis P. Dyches Survey, Abstract 180, Williamson County	undeveloped	Public Facility (PF)	E

Approval Criteria:

- *The application is complete, and the information contained within the application is sufficient and correct enough to allow adequate review and final action; and*
    - All information requested and required is believed to be submitted herein, complete, and accurately stated.
- *The annexation promotes the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City*.

- The construction of these water treatment plant are key to ensuring a high quality of life for Georgetown's residents as the City continues to grow as well as provide flood control for the area. The treatment plants will provide water to residents and businesses on the west side of the City as it expands while also ensuring that the existing water infrastructure in the city is not strained beyond capacity.

- *Consistency with the City's adopted long-range plans and annexation policies.*
  - The subject properties are within the Mixed Density Neighborhood (MDN) future land use designation, which is intended to provide a mix of single-family and medium density housing types to allow a transition to higher density residential or more intense non-residential uses of nearby properties. Secondary uses supported within MDN are neighborhood-serving retail, office, institutional and civic uses. The Public Facility zoning district is subject to non-residential design and landscaping standards with nearby or adjacent residential uses.
- *The zoning change is compatible with the present zoning and confirming uses of nearby property and the with the character of the neighborhood; and*
  - The area surrounding the subject properties along FM 971 are primarily undeveloped. The property along SE Inner Loop is adjacent to property zoned as PUD with a base zoning of Commercial (C-3). The proposed Public Facility zoning district and the water treatment plant it is intended to support would create a distinct feature in the surrounding area. The maximum allowable height within Public Facility is 45 feet, which will allow for significantly taller structures than anything in its immediate vicinity.
- *The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.*
  - The subject properties are large enough to accommodate all of the features planned for the site and the development standards for Public Facility zoning. With the exception of the Three Forks site, there are no manmade or natural barriers on the subject property that would hinder the project's development. The Three Forks site is partially encumbered by a flood plain along it' southern boundary. Where districts such as Industrial, Office and Business Park support similar uses allowed in these districts would be appropriate adjacent to them, public facility does not, instead it allows for a higher intensity of use specifically for a public good. The Public Facility zoning district requires a larger setback and reduced maximum height from than the Industrial and Business Park zoning districts which allow for similar uses. These more restrictive design standards allow for uses in the Public Facility district to more easily incorporate into any potential residential or low intensity non-residential uses that can develop adjacent to the subject property

This application supports the health and safety of the public by providing for control and operation of property owner by the City of Georgetown, clarifying the provision of emergency services, and allowing for the extension of utilities, management of drainage, etc. by the City.

The applicant reserves the right to pull this annexation application from consideration at any time during the proceedings.

Sincerely,

Larry Taylor

CIP Project Manager
City of Georgetown, Texas

Enc: Metes and Bounds Desc. (w/ diagram)
Property Owner's Consent Form

Exhibit 6
UDC Approval Criteria Review

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	**Complies**
This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	**Complies**
The property has a future land use designation of Mixed-Density Neighborhood (MDN). MDNs are intended to provide an area for medium density housing types, neighborhood serving retail, and civic uses. The Public Facility zoning district is appropriate within the MDN future land use designation. The proposed request also aligns with Land Use Policies #10 and #12 which intend to support the city's growth and provide necessary infrastructure to keep Georgetown safe and welcoming for all residents.	

3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	**Complies**
Annexing the property with a base zoning district of Public Facility will subject the property to additional regulations in the UDC that the site is not currently regulated under today. These regulations will ensure the site functions properly near residential dwelling units. For example, with a zoning district of PF, the site will be required to provide a medium level bufferyard adjacent to any RS zoning district ensuring this site does not substantially conflict with surrounding properties. Additionally, this annexation and zoning request will allow for the construction of necessary infrastructure for the current and future residents in this part of Georgetown, promoting the safe, orderly, and healthful development of the city.	
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	**Complies**
As stated previously, the area surrounding the subject site is largely undeveloped but is planned for a residential neighborhood. The Public Facility zoning district is intended to be compatible with both residential and non-residential zoning districts. The uses allowed within the PF zoning district can be more intense that what is typically constructed around residential homes, but there are certain code standards that mitigate any negative aspects of these uses. Generally, the PF zoning district is compatible with the surrounding area's character and present zoning. *See next page*	

5. **The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.**	**Complies**
The subject property does not have any natural features or site constraints that will inhibit the uses allowed within the proposed zoning district. The site has adequate access, and will be served with necessary utilities.	

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS AND THE ANNEXATION AND INITIAL ZONING DESIGNATION OF PUBLIC FACILITY (PF) OF CERTAIN TERRITORY CONSISTING OF 20 ACRES, MORE OR LESS, IN THE FREDERICK FOY SURVEY ABSTRACT NO. 229, AS DESCRIBED HEREIN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the owners of the area proposed for annexation requested annexation of the area by the City of Georgetown ("City") pursuant to Local Government Code Section 43.0671; and

WHEREAS, all of the herein-described property lies within the extraterritorial jurisdiction of the City and is contiguous to the City; and

WHEREAS, the City Council approved a resolution granting the petition for 20 acres on February 10, 2026; and

WHEREAS, Section 4.03.010 of the City's Unified Development Code ("UDC") creates procedures for initial zoning of newly annexed territory; and

WHEREAS, all prerequisites of state law and the City Charter have been complied with.

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

Section 1. The meeting at which this ordinance 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 ordinance 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 hereby annexes into the City limits 20 acres in the Frederick Foy Survey, Abstract On. 229, as shown in Exhibit A and as described in Exhibit B of this ordinance (the "Property"). The Property is hereby included in City Council District 3, as it is adjacent to Council District 3 and no other City Council Districts. The City's official boundary map and City Council Districts map shall be amended accordingly.

Section 4. In accordance with the procedures for initial zoning of newly annexed territory described in Section 4.03.010 of the UDC, and for the reasons set forth by City Staff, the City Council hereby finds that a zoning classification of Public Facility (PF) is appropriate for the Property and consistent with the City's Comprehensive Plan, and upon annexation, the Property shall have a zoning of Public Facility (PF). The City's Official Zoning Map shall be amended accordingly.

Section 5. Upon annexation of the Property, the City shall provide to the Property the municipal services set forth in the Municipal Services Agreement attached to this ordinance as Exhibit C and by this reference incorporated within it (the "Agreement"), pursuant to the schedule set forth therein. The City shall have no obligation to provide services to the Property not listed in the Agreement.

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

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

Section 8. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance 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 First Reading on the _____of _____, 2026.

PASSED AND APPROVED on Second Reading on the _____ of _____, 2026.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

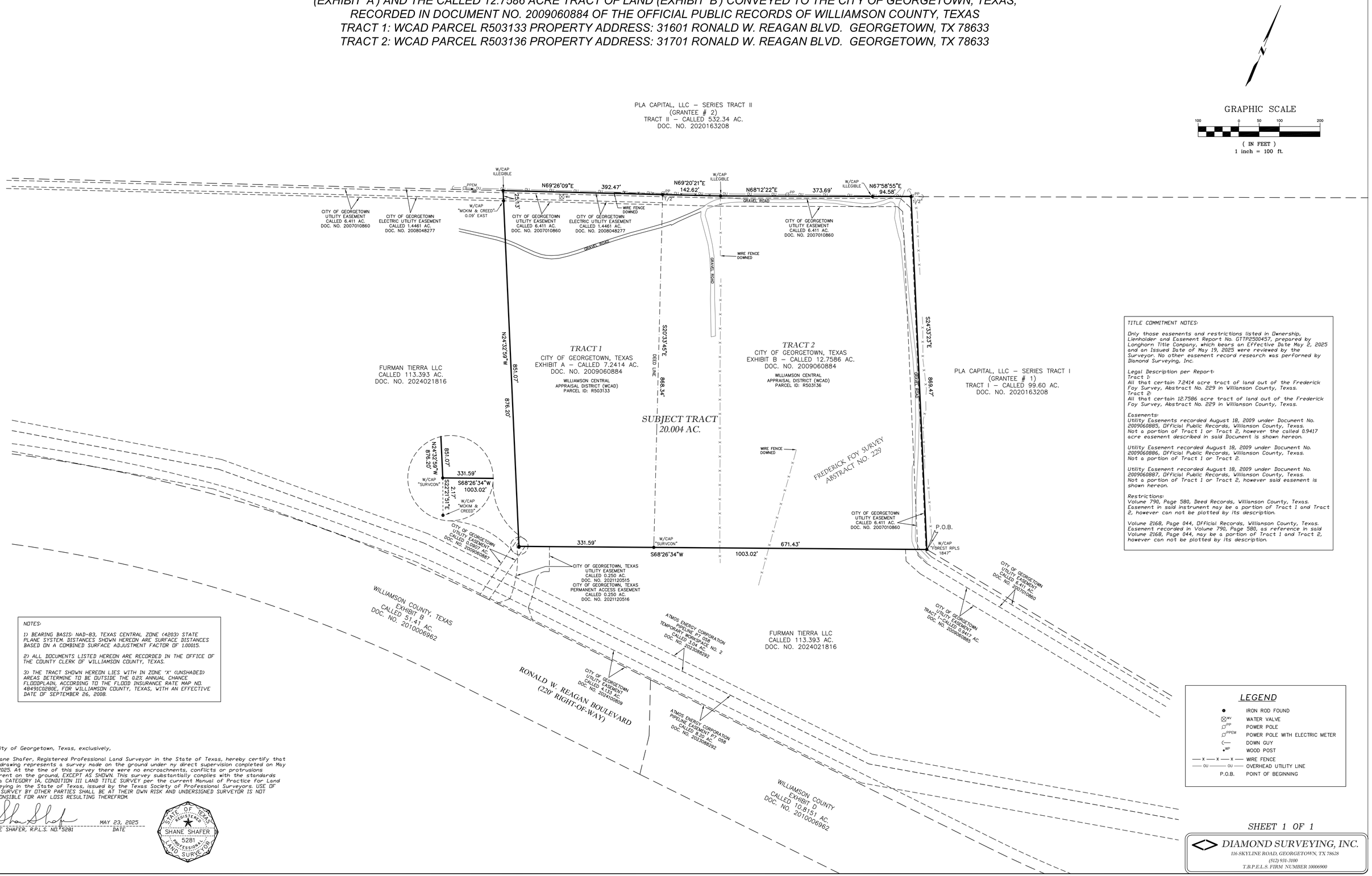
_____
Skye Masson, City Attorney

EXHIBIT A

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 20.004 ACRE TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE CALLED 7.2414 ACRE TRACT OF LAND (EXHIBIT 'A') AND THE CALLED 12.7586 ACRE TRACT OF LAND (EXHIBIT 'B') CONVEYED TO THE CITY OF GEORGETOWN, TEXAS, RECORDED IN DOCUMENT NO. 2009060884 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

TRACT 1: WCAD PARCEL R503133 PROPERTY ADDRESS: 31601 RONALD W. REAGAN BLVD. GEORGETOWN, TX 78633

TRACT 2: WCAD PARCEL R503136 PROPERTY ADDRESS: 31701 RONALD W. REAGAN BLVD. GEORGETOWN, TX 78633



TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Ownership, Lienholder and Easement Report No. GTTP2500457, prepared by Longhorn Title Company, which bears an Effective Date May 2, 2025 and an Issued Date of May 19, 2025 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

Legal Description per Report:
Tract 1:
All that certain 7.2414 acre tract of land out of the Frederick Foy Survey, Abstract No. 229 in Williamson County, Texas.
Tract 2:
All that certain 12.7586 acre tract of land out of the Frederick Foy Survey, Abstract No. 229 in Williamson County, Texas.

Easements:
Utility Easements recorded August 18, 2009 under Document No. 2009060885, Official Public Records, Williamson County, Texas. Not a portion of Tract 1 or Tract 2, however the called 0.9417 acre easement described in said Document is shown hereon.

Utility Easement recorded August 18, 2009 under Document No. 2009060886, Official Public Records, Williamson County, Texas. Not a portion of Tract 1 or Tract 2.

Utility Easement recorded August 18, 2009 under Document No. 2009060887, Official Public Records, Williamson County, Texas. Not a portion of Tract 1 or Tract 2, however said easement is shown hereon.

Restrictions:
Volume 790, Page 580, Deed Records, Williamson County, Texas. Easement in said instrument may be a portion of Tract 1 and Tract 2, however can not be plotted by its description.

Volume 2168, Page 044, Official Records, Williamson County, Texas. Easement recorded in Volume 790, Page 580, as reference in said Volume 2168, Page 044, may be a portion of Tract 1 and Tract 2, however can not be plotted by its description.

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00015.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (UNSHADED) AREAS DETERMINE TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0280E, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.

LEGEND

●	IRON ROD FOUND
WV	WATER VALVE
PP	POWER POLE
PPEM	POWER POLE WITH ELECTRIC METER
	DOWN GUY
WP	WOOD POST
— x — x — x —	WIRE FENCE
— OU — OU —	OVERHEAD UTILITY LINE
P.O.B.	POINT OF BEGINNING

To: City of Georgetown, Texas, exclusively,

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on May 22, 2025. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1A, CONDITION III LAND TITLE SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

SHANE SHAFER, R.P.L.S. NO. 5281 — MAY 23, 2025 DATE

STATE OF TEXAS — REGISTERED — SHANE SHAFER — 5281 — PROFESSIONAL LAND SURVEYOR

SHEET 1 OF 1

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

EXHIBIT B

METES AND BOUNDS DESCRIPTION

FOR A 20.004 ACRE TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE CALLED 7.2414 ACRE TRACT OF LAND (EXHIBIT 'A') AND THE CALLED 12.7586 ACRE TRACT OF LAND (EXHIBIT 'B') CONVEYED TO THE CITY OF GEORGETOWN, TEXAS, RECORDED IN DOCUMENT NO. 2009060884 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 20.004 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF MAY 2025, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap marked “FOREST 1847 RPLS” monumenting the southeast corner of said 12.7586 acre City of Georgetown, Texas tract, and an angle point on the westerly boundary line of the called 99.60 acre tract of land conveyed to PLA Capital, LLC – Series Tract I (Grantee # 1), recorded in Document No. 2020163208 of the Official Public Records of Williamson County, Texas, same being an angle point on a northerly boundary line of the called 113.393 acre tract of land conveyed to Furman Tierra LLC, recorded in Document No. 2024021816 of the Official Public Records of Williamson County, Texas, for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, **S 68°26’34” W** in part with the south boundary line of said 12.7586 acre City of Georgetown, Texas tract and in part with the south boundary line of said 7.2414 acre City of Georgetown, Texas tract, common with said northerly boundary line of the 113.393 acre Furman Tierra LLC tract passing at a distance of 671.43 feet an iron rod found with cap marked “SURVCON” monumenting the southwest corner of said 12.7586 acre City of Georgetown, Texas tract and the southeast corner of said 7.2414 acre City of Georgetown, Texas, tract, in all for a distance of **1003.02 feet** to an iron rod found with cap marked “SURVCON” monumenting the southwest corner of said 7.2414 acre City of Georgetown, Texas tract and an interior ell corner of said 113.393 acre Furman Tierra LLC tract, for the southwest corner hereof, from which an iron rod found with cap marked “MCKIM & CREED” bears S 22°21’51” E for a distance of 2.17 feet;

THENCE, **N 24°32’59” W** with the west boundary line of said 7.2414 acre City of Georgetown, Texas tract and a easterly boundary line of said 113.393 acre Furman Tierra LLC tract passing at a distance of 851.07 feet an iron rod found with cap marked “MCKIM & CREED” 0.09’ east of this line, in all a total distance of **876.20 feet** to an iron rod found with illegible cap monumenting the northwest corner of said 7.2414 acre City of Georgetown, Texas tract and the most northerly northeast corner of said 113.393 acre Furman Tierra LLC tract, same being on the south boundary line of the called 532.34 acre tract of land conveyed to PLA Capital LLC – Series Tract II (Grantee # 2), recorded in said Document No. 2020163208, for the northwest corner hereof;

THENCE, **N 69°26'09" E** with the north boundary line of said 7.2414 acre City of Georgetown, Texas tract and said south boundary line of the 532.34 acre PLA Capital LLC – Series Tract II tract, for a distance of **392.47 feet** to a 1/2" iron rod found monumenting the northeast corner of said 7.2414 acre City of Georgetown, Texas tract and the northwest corner of said 12.7586 acre City of Georgetown, Texas tract, same being an angle point on said south boundary line of the 532.34 acre PLA Capital LLC – Series Tract II tract;

THENCE, with the north boundary line of said 12.7586 acre City of Georgetown, Texas tract and said south boundary line of the 532.34 acre PLA Capital LLC – Series Tract II tract, the following three courses and distances:

1. **N 69°20'21" E** for a distance of **142.62 feet** to an iron rod found with illegible cap;

2. **N 68°12'22" E** for a distance of **373.69 feet** to an iron rod found with illegible cap;

3. **N 67°58'55" E** for a distance of **94.58 feet** to a 1/2" iron rod found monumenting the northeast corner of said 12.7586 acre City of Georgetown, Texas tract and the northwest corner of said 99.60 acre PLA Capital LLC – Series Tract I tract, for the northeast corner hereof;

THENCE, **S 24°33'23" E** with the east boundary line of said 12.7586 acre City of Georgetown, Texas tract and the west boundary line of said 99.60 acre Grantee # 1 tract for a distance of **869.47 feet** to the **POINT OF BEGINNING** hereof and containing 20.004 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00015.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

May 23, 2025

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Z:\FREESE AND NICHOLS INC\GEORGETOWN NORTHLANDS WWTP 2024-58_COGT LTS\NORTHLANDS WWTP C.O.G.T. TRACTS LTS M&B 20250523.doc

EXHIBIT C

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 10 day of March, 2026 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 31601 Ronald Reagan Boulevard, Georgetown, Texas 78627, which consists of approximately 20 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. 2025-6-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 10 day of March, 2026 by Josh Schroeder, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said corporation.

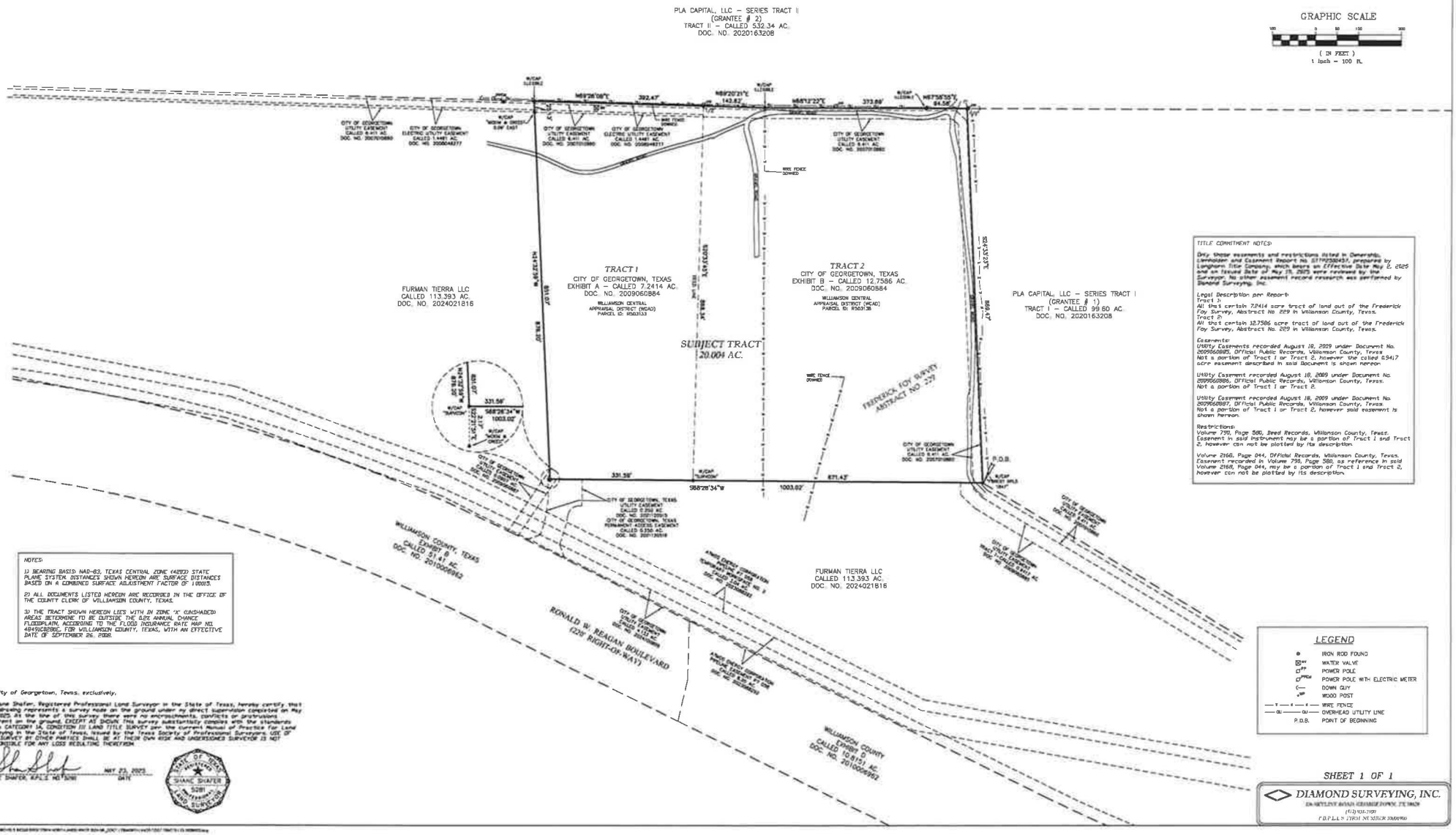
By: _____

Notary Public, State of Texas

KAREN FROST
Notary Public, State of Texas
Comm. Expires 05-24-2028
Notary ID 10536084

EXHIBIT "A"

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 20.004 ACRE TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE CALLED 7.2414 ACRE TRACT OF LAND (EXHIBIT 'A') AND THE CALLED 12.7586 ACRE TRACT OF LAND (EXHIBIT 'B') CONVEYED TO THE CITY OF GEORGETOWN, TEXAS, RECORDED IN DOCUMENT NO. 2009060884 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
TRACT 1: WCAD PARCEL R503133 PROPERTY ADDRESS: 31601 RONALD W. REAGAN BLVD. GEORGETOWN, TX 78633
TRACT 2: WCAD PARCEL R503136 PROPERTY ADDRESS: 31701 RONALD W. REAGAN BLVD. GEORGETOWN, TX 78633



TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Ownership, Lienholder and Easement Report No. 5179020451, prepared by Longhorn Title Company, which bears an Effective Date May 2, 2025 and an Issued Date of May 15, 2025 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

Legal Description per Report:
Tract 1:
All that certain 7.2414 acre tract of land out of the Frederick Foy Survey, Abstract No. 229 in Williamson County, Texas.
Tract 2:
All that certain 12.7586 acre tract of land out of the Frederick Foy Survey, Abstract No. 229 in Williamson County, Texas.

Easements:
Utility Easements recorded August 18, 2009 under Document No. 2009060885, Official Public Records, Williamson County, Texas
Not a portion of Tract 1 or Tract 2, however the called 0.9417 acre easement described in said Document is shown hereon.

Utility Easement recorded August 18, 2009 under Document No. 2009060886, Official Public Records, Williamson County, Texas.
Not a portion of Tract 1 or Tract 2.

Utility Easement recorded August 18, 2009 under Document No. 2009060887, Official Public Records, Williamson County, Texas.
Not a portion of Tract 1 or Tract 2, however said easement is shown hereon.

Restrictions:
Volume 790, Page 580, Deed Records, Williamson County, Texas.
Easement in said instrument may be a portion of Tract 1 and Tract 2, however can not be plotted by its description.

Volume 2168, Page 044, Official Records, Williamson County, Texas.
Easement recorded in Volume 790, Page 580, as reference in said Volume 2168, Page 044, may be a portion of Tract 1 and Tract 2, however can not be plotted by its description.

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00015.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (UNSHADED) AREAS DETERMINE TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0280E, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.

To City of Georgetown, Texas, exclusively,

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on May 23, 2025. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1A, CONDITION III LAND TITLE SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

SHANE SHAFER, R.P.L.S. NO. 5281 — DATE: MAY 23, 2025

STATE OF TEXAS — SHANE SHAFER — 5281 — REGISTERED PROFESSIONAL LAND SURVEYOR

LEGEND

●	IRON ROD FOUND
WV	WATER VALVE
PP	POWER POLE
PPCM	POWER POLE WITH ELECTRIC METER
—<	DOWN GUY
WP	WOOD POST
—X—X—	WIRE FENCE
—OU—	OVERHEAD UTILITY LINE
P.O.B.	POINT OF BEGINNING

SHEET 1 OF 1

DIAMOND SURVEYING, INC.
[illegible]
(512) 931-3939
F.B.P.L.S. FIRM NUMBER 10065900

METES AND BOUNDS DESCRIPTION

FOR A 20.004 ACRE TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE CALLED 7.2414 ACRE TRACT OF LAND (EXHIBIT 'A') AND THE CALLED 12.7586 ACRE TRACT OF LAND (EXHIBIT 'B') CONVEYED TO THE CITY OF GEORGETOWN, TEXAS, RECORDED IN DOCUMENT NO. 2009060884 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 20.004 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF MAY 2025, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap marked "FOREST 1847 RPLS" monumenting the southeast corner of said 12.7586 acre City of Georgetown, Texas tract, and an angle point on the westerly boundary line of the called 99.60 acre tract of land conveyed to PLA Capital, LLC – Series Tract I (Grantee # 1), recorded in Document No. 2020163208 of the Official Public Records of Williamson County, Texas, same being an angle point on a northerly boundary line of the called 113.393 acre tract of land conveyed to Furman Tierra LLC, recorded in Document No. 2024021816 of the Official Public Records of Williamson County, Texas, for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, **S 68°26'34" W** in part with the south boundary line of said 12.7586 acre City of Georgetown, Texas tract and in part with the south boundary line of said 7.2414 acre City of Georgetown, Texas tract, common with said northerly boundary line of the 113.393 acre Furman Tierra LLC tract passing at a distance of 671.43 feet an iron rod found with cap marked "SURVCON" monumenting the southwest corner of said 12.7586 acre City of Georgetown, Texas tract and the southeast corner of said 7.2414 acre City of Georgetown, Texas, tract, in all for a distance of **1003.02 feet** to an iron rod found with cap marked "SURVCON" monumenting the southwest corner of said 7.2414 acre City of Georgetown, Texas tract and an interior ell corner of said 113.393 acre Furman Tierra LLC tract, for the southwest corner hereof, from which an iron rod found with cap marked "MCKIM & CREED" bears S 22°21'51" E for a distance of 2.17 feet;

THENCE, **N 24°32'59" W** with the west boundary line of said 7.2414 acre City of Georgetown, Texas tract and a easterly boundary line of said 113.393 acre Furman Tierra LLC tract passing at a distance of 851.07 feet an iron rod found with cap marked "MCKIM & CREED" 0.09' east of this line, in all a total distance of **876.20 feet** to an iron rod found with illegible cap monumenting the northwest corner of said 7.2414 acre City of Georgetown, Texas tract and the most northerly northeast corner of said 113.393 acre Furman Tierra LLC tract, same being on the south boundary line of the called 532.34 acre tract of land conveyed to PLA Capital LLC – Series Tract II (Grantee # 2), recorded in said Document No. 2020163208, for the northwest corner hereof;

THENCE, **N 69°26'09" E** with the north boundary line of said 7.2414 acre City of Georgetown, Texas tract and said south boundary line of the 532.34 acre PLA Capital LLC – Series Tract II tract, for a distance of **392.47 feet** to a 1/2" iron rod found monumenting the northeast corner of said 7.2414 acre City of Georgetown, Texas tract and the northwest corner of said 12.7586 acre City of Georgetown, Texas tract, same being an angle point on said south boundary line of the 532.34 acre PLA Capital LLC – Series Tract II tract;

THENCE, with the north boundary line of said 12.7586 acre City of Georgetown, Texas tract and said south boundary line of the 532.34 acre PLA Capital LLC – Series Tract II tract, the following three courses and distances:

1. **N 69°20'21" E** for a distance of **142.62 feet** to an iron rod found with illegible cap;

2. **N 68°12'22" E** for a distance of **373.69 feet** to an iron rod found with illegible cap;

3. **N 67°58'55" E** for a distance of **94.58 feet** to a 1/2" iron rod found monumenting the northeast corner of said 12.7586 acre City of Georgetown, Texas tract and the northwest corner of said 99.60 acre PLA Capital LLC – Series Tract I tract, for the northeast corner hereof;

THENCE, **S 24°33'23" E** with the east boundary line of said 12.7586 acre City of Georgetown, Texas tract and the west boundary line of said 99.60 acre Grantee # 1 tract for a distance of **869.47 feet** to the **POINT OF BEGINNING** hereof and containing 20.004 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00015.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

May 23, 2025

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Z:\FREESE AND NICHOLS INC\GEORGETOWN NORTHLANDS WWTP 2024-58_COGT LTS\NORTHLANDS WWTP C.O.G.T. TRACTS LTS M&B 20250523.doc

EXHIBIT D

RESOLUTION NO. 021026-5.H

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, REQUESTING THE ANNEXATION OF APPROXIMATELY 20 ACRES OF CITY-OWNED PROPERTY SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, AND KNOWN AS THE NORTHLANDS WATER RECLAMATION PLANT.

WHEREAS, the City of Georgetown ("City"), as the owner of the hereinafter described property, desires for the City, pursuant to Section 43.0671 of the Local Government Code, to annex said area of land into the City of Georgetown, to-wit:

> 20-acre tracts of land situated in Frederick Foy Survey, Abstract 229, more particularly shown on the map and described by metes and bounds in *Exhibit "A,"* which are attached hereto and incorporated herein by reference as if set forth in full (the "Northlands Water Reclamation Plant");

WHEREAS, the annexation of property under Section 43.0671 triggers the consent annexation procedures of Subchapter C-3 of the Local Government Code, including the requirement of a written municipal services agreement, and a public hearing before a municipality may adopt an ordinance annexing the area.

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, being the sole owner of the Northlands Water Reclamation Plant, hereby requests that the City of Georgetown annex the Northlands Water Reclamation Plant.

SECTION 2: City Staff is directed to prepare a municipal services agreement for the area to be annexed in accordance with Section 43.0672 of the Local Government Code for approval of the City Council.

SECTION 3: The City Secretary is directed to commence the publication of notices of the public hearing before the City Council on the subject of the proposed annexation of said area into the city limits; and further, to place upon the City Council Agendas the consideration of the passage of an ordinance annexing said area into the city limits in accordance with State Law; the tentative schedule for said hearings and ordinance consideration shall be as follows:

Resolution Petitioning for Annexation: February 10, 2026 (today)
Approval of the Municipal Services Agreement: March 10, 2026
Public Hearing: March 24, 2026
Annexation Ordinance (First Reading): March 24, 2026
Annexation Ordinance (Second Reading): April 14, 2026

SECTION 4: The Mayor is hereby authorized to execute, and the City Secretary to attest this Resolution.

SECTION 5: This resolution shall become effective immediately upon adoption.

RESOLVED this 10th day of February, 2026.

THE CITY OF GEORGETOWN:

Josh Schroeder
Mayor

ATTEST:

Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

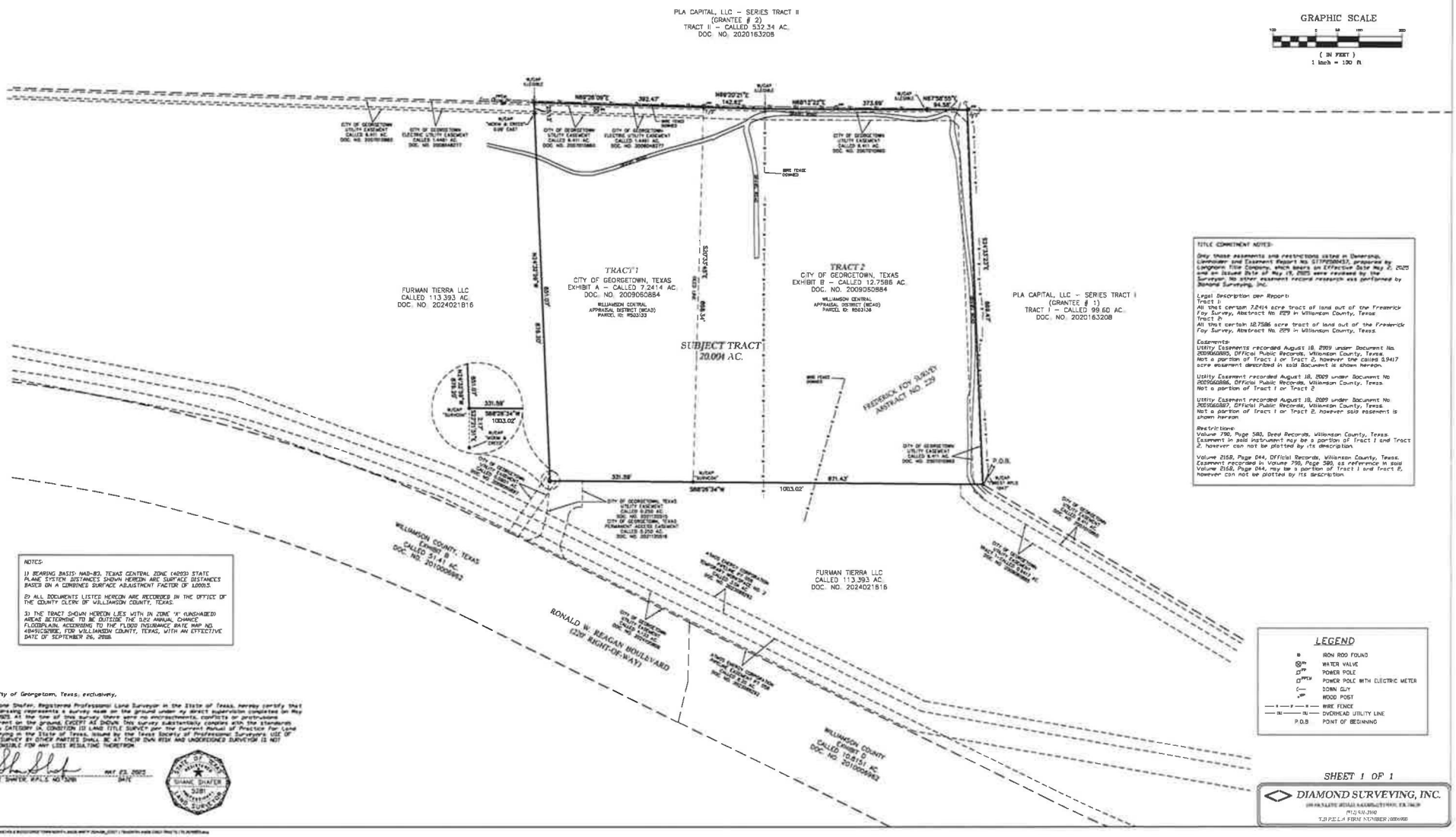
Skye Masson
City Attorney

EXHIBIT "A"

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 20.004 ACRE TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE CALLED 7.2414 ACRE TRACT OF LAND (EXHIBIT 'A') AND THE CALLED 12.7586 ACRE TRACT OF LAND (EXHIBIT 'B') CONVEYED TO THE CITY OF GEORGETOWN, TEXAS, RECORDED IN DOCUMENT NO. 2009060884 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

TRACT 1: WCAD PARCEL R503133 PROPERTY ADDRESS: 31601 RONALD W. REAGAN BLVD. GEORGETOWN, TX 78633

TRACT 2: WCAD PARCEL R503136 PROPERTY ADDRESS: 31701 RONALD W. REAGAN BLVD. GEORGETOWN, TX 78633



TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Ownership, Commitment and Easement Report No. G1192500437, prepared by Longhorn Title Company, which bears an Effective Date May 2, 2025 and an Issued Date of May 19, 2025 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

Legal Description per Report:
Tract 1:
All that certain 7.2414 acre tract of land out of the Frederick Foy Survey, Abstract No. 229 in Williamson County, Texas.
Tract 2:
All that certain 12.7586 acre tract of land out of the Frederick Foy Survey, Abstract No. 229 in Williamson County, Texas.

Easements:
Utility Easements recorded August 18, 2009 under Document No. 2009060885, Official Public Records, Williamson County, Texas. Not a portion of Tract 1 or Tract 2, however the called 0.9417 acre easement described in said Document is shown hereon.

Utility Easement recorded August 18, 2009 under Document No. 2009060886, Official Public Records, Williamson County, Texas. Not a portion of Tract 1 or Tract 2

Utility Easement recorded August 18, 2009 under Document No. 2009060887, Official Public Records, Williamson County, Texas. Not a portion of Tract 1 or Tract 2, however said easement is shown hereon.

Restrictions:
Volume 790, Page 580, Deed Records, Williamson County, Texas. Easement in said instrument may be a portion of Tract 1 and Tract 2, however can not be plotted by its description.

Volume 2159, Page 044, Official Records, Williamson County, Texas. Easement recorded in Volume 790, Page 580, as reference in said Volume 2159, Page 044, may be a portion of Tract 1 and Tract 2, however can not be plotted by its description.

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00015.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (UNSHADED) AREAS DETERMINE TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0295E, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.

To City of Georgetown, Texas, exclusively,

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on May 30, 2025. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1A, CONDITION II LAND TITLE SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

SHANE SHAFER RPLS #5281 — MAY 23, 2025 — DATE

STATE OF TEXAS — SHANE SHAFER — 5281 — REGISTERED — LAND SURVEYOR

LEGEND

●	IRON ROD FOUND
WV	WATER VALVE
PP	POWER POLE
PPEM	POWER POLE WITH ELECTRIC METER
←	DOWN GUY
WP	WOOD POST
—x—x—x—	WIRE FENCE
—OH—	OVERHEAD UTILITY LINE
P.O.B	POINT OF BEGINNING

SHEET 1 OF 1

DIAMOND SURVEYING, INC.
[illegible]
(512) 931-3940
T.B.P.E.L.S. FIRM NUMBER 10064900

METES AND BOUNDS DESCRIPTION

FOR A 20.004 ACRE TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE CALLED 7.2414 ACRE TRACT OF LAND (EXHIBIT 'A') AND THE CALLED 12.7586 ACRE TRACT OF LAND (EXHIBIT 'B') CONVEYED TO THE CITY OF GEORGETOWN, TEXAS, RECORDED IN DOCUMENT NO. 2009060884 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 20.004 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF MAY 2025, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap marked "FOREST 1847 RPLS" monumenting the southeast corner of said 12.7586 acre City of Georgetown, Texas tract, and an angle point on the westerly boundary line of the called 99.60 acre tract of land conveyed to PLA Capital, LLC – Series Tract I (Grantee # 1), recorded in Document No. 2020163208 of the Official Public Records of Williamson County, Texas, same being an angle point on a northerly boundary line of the called 113.393 acre tract of land conveyed to Furman Tierra LLC, recorded in Document No. 2024021816 of the Official Public Records of Williamson County, Texas, for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, **S 68°26'34" W** in part with the south boundary line of said 12.7586 acre City of Georgetown, Texas tract and in part with the south boundary line of said 7.2414 acre City of Georgetown, Texas tract, common with said northerly boundary line of the 113.393 acre Furman Tierra LLC tract passing at a distance of 671.43 feet an iron rod found with cap marked "SURVCON" monumenting the southwest corner of said 12.7586 acre City of Georgetown, Texas tract and the southeast corner of said 7.2414 acre City of Georgetown, Texas, tract, in all for a distance of **1003.02 feet** to an iron rod found with cap marked "SURVCON" monumenting the southwest corner of said 7.2414 acre City of Georgetown, Texas tract and an interior ell corner of said 113.393 acre Furman Tierra LLC tract, for the southwest corner hereof, from which an iron rod found with cap marked "MCKIM & CREED" bears S 22°21'51" E for a distance of 2.17 feet;

THENCE, **N 24°32'59" W** with the west boundary line of said 7.2414 acre City of Georgetown, Texas tract and a easterly boundary line of said 113.393 acre Furman Tierra LLC tract passing at a distance of 851.07 feet an iron rod found with cap marked "MCKIM & CREED" 0.09' east of this line, in all a total distance of **876.20 feet** to an iron rod found with illegible cap monumenting the northwest corner of said 7.2414 acre City of Georgetown, Texas tract and the most northerly northeast corner of said 113.393 acre Furman Tierra LLC tract, same being on the south boundary line of the called 532.34 acre tract of land conveyed to PLA Capital LLC – Series Tract II (Grantee # 2), recorded in said Document No. 2020163208, for the northwest corner hereof;

THENCE, **N 69°26'09" E** with the north boundary line of said 7.2414 acre City of Georgetown, Texas tract and said south boundary line of the 532.34 acre PLA Capital LLC – Series Tract II tract, for a distance of **392.47 feet** to a 1/2" iron rod found monumenting the northeast corner of said 7.2414 acre City of Georgetown, Texas tract and the northwest corner of said 12.7586 acre City of Georgetown, Texas tract, same being an angle point on said south boundary line of the 532.34 acre PLA Capital LLC – Series Tract II tract;

THENCE, with the north boundary line of said 12.7586 acre City of Georgetown, Texas tract and said south boundary line of the 532.34 acre PLA Capital LLC – Series Tract II tract, the following three courses and distances:

1. **N 69°20'21" E** for a distance of **142.62 feet** to an iron rod found with illegible cap;

2. **N 68°12'22" E** for a distance of **373.69 feet** to an iron rod found with illegible cap;

3. **N 67°58'55" E** for a distance of **94.58 feet** to a 1/2" iron rod found monumenting the northeast corner of said 12.7586 acre City of Georgetown, Texas tract and the northwest corner of said 99.60 acre PLA Capital LLC – Series Tract I tract, for the northeast corner hereof;

THENCE, **S 24°33'23" E** with the east boundary line of said 12.7586 acre City of Georgetown, Texas tract and the west boundary line of said 99.60 acre Grantee # 1 tract for a distance of **869.47 feet** to the **POINT OF BEGINNING** hereof and containing 20.004 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00015.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

May 23, 2025

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS REGISTERED SHANE SHAFER 5281 PROFESSIONAL LAND SURVEYOR

Z:\FREESE AND NICHOLS INC\GEORGETOWN NORTHLANDS WWTP 2024-58_COGT LTS\NORTHLANDS WWTP C.O.G.T. TRACTS LTS M&B 20250523.doc

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
First and Final Reading of Certificates of Obligation, Series 2026 Ordinance

SUGGESTED ACTION:
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

ITEM SUMMARY:
This item is to approve the Certificates of Obligation for the projects listed in Exhibit A.

FINANCIAL IMPACT:
There is no anticipated change to the Interest & Sinking portion of the tax rate due to this debt issue. The actual impact will be determined in July 2026, once the Assessed Property Valuation is certified and the FY2027 tax rate is set. Self-supporting certificates are supported by the Stormwater rates and Airport rates.

Actual interest rates for this debt issue will not be determined until just prior to the reading of the attached ordinance at the Council meeting on April 28, 2026. The City of Georgetown will receive the proceeds on May 21, 2026.

Please note all ordinances will be approved and effective on First Reading in accordance with Section 1201.028, Texas Government Code.

SUBMITTED BY:
Shawn Gunnin, Finance/Purchasing

ATTACHMENTS:
CO Ordinance (w exhibits).pdf
2026 CO Project List.pdf

ORDINANCE NO. 2026-__

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

Adopted April 28, 2026

ORDINANCE NO. 2026-__

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

WHEREAS, the City Council of the City of Georgetown, Texas (the "City") deems it advisable to issue certificates of obligation in the amount of $38,215,000* (the "Certificates") and finds that the payment in whole or in part of contractual obligations is incurred or to be incurred for: (1) constructing, improving, renovating, expanding and equipping Fire Station No. 8; (2) renovating, improving and equipping the City's existing Library facility; (3) acquiring and upgrading fire and police vehicles and related equipment; (4) constructing, improving, renovating, expanding and/or equipping City parks and park facilities and related costs and acquisition of any necessary right of way or land therefor, including for Chautauqua Park, Blue Hole Park, park safety improvements, building renovations and replacing parks equipment; (5) acquiring and upgrading City public safety equipment comprised of radios and charging towers; (6) constructing, improving, extending, expanding, upgrading and developing City streets, bridges, sidewalks, bike lanes, intersections and related traffic improvements including purchasing any necessary right-of-way and equipment, including for Leander Road; (7) constructing, improving, expanding and renovating the City's municipal airport, including construction and improvements around Cutter North area and air traffic control tower equipment including security equipment; (8) constructing, improving, extending, expanding and upgrading drainage and flood mitigation improvements, including curb and gutter improvements and stormwater capital improvements; and (9) paying related professional services including for construction managers, engineers, architects, attorneys, auditors, financial advisors, fiscal agents, design costs and costs related to issuing the Certificates.

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code, as amended, and Section 1502.052, Texas Government Code, as amended;

WHEREAS, on February 24, 2026, the City Council passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates;

WHEREAS, the notice was published on March 4, 2026 and March 11, 2026 in the *Williamson County Sun*, a newspaper of general circulation in the City and a "newspaper" as defined in Section 2051.044, Government Code;

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* Preliminary, Subject to change.

WHEREAS, the notice was also posted with the City's website continuously for at least 45 days before the date tentatively set for the passage of this Ordinance;

WHEREAS, the City has not received a petition from the qualified electors of the City protesting the issuance of the Certificates;

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates was submitted to the voters of the City during the preceding three years and failed to be approved;

WHEREAS, it is considered to be in the best interest of the City that the interest bearing Certificates be issued; and

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

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

Section 1. RECITALS AND PURPOSE OF THE CERTIFICATES. (a) The recitals set forth in the preamble hereof are incorporated by reference herein and shall have the same force and effect as if set forth in this Section. The Certificates of the City of Georgetown, Texas (the "City") are hereby authorized to be issued and delivered in the aggregate principal amount of $38,215,000* (the "Certificates") for the payment in whole or in part of contractual obligations incurred or to be incurred for: (1) constructing, improving, renovating, expanding and equipping Fire Station No. 8; (2) renovating, improving and equipping the City's existing Library facility; (3) acquiring and upgrading fire and police vehicles and related equipment; (4) constructing, improving, renovating, expanding and/or equipping City parks and park facilities and related costs and acquisition of any necessary right of way or land therefor, including for Chautauqua Park, Blue Hole Park, park safety improvements, building renovations and replacing parks equipment; (5) acquiring and upgrading City public safety equipment comprised of radios and charging towers; (6) constructing, improving, extending, expanding, upgrading and developing City streets, bridges, sidewalks, bike lanes, intersections and related traffic improvements including purchasing any necessary right-of-way and equipment, including for Leander Road; (7) constructing, improving, expanding and renovating the City's municipal airport, including construction and improvements around Cutter North area and air traffic control tower equipment including security equipment; (8) constructing, improving, extending, expanding and upgrading drainage and flood mitigation improvements, including curb and gutter improvements and stormwater capital improvements; and (9) paying related professional services including for construction managers, engineers, architects, attorneys, auditors, financial advisors, fiscal agents, design costs and costs related to issuing the Certificates.

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* Preliminary, Subject to change.

(b) Vision Statement. The City Council hereby finds that the enactment of this Ordinance and issuance of the Certificates complies with the Vision Statement of the City.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF CERTIFICATES. Each Certificate issued pursuant to this Ordinance shall be designated: "**CITY OF GEORGETOWN, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026**", and initially there shall be issued, sold, and delivered hereunder fully registered Certificates, without interest coupons, dated May 21, 2026, in the respective denominations and principal amounts hereinafter stated, numbered consecutively from R-1 upward (except the initial Certificate delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof (as designated in Section 12 hereof), or to the registered assignee or assignees of said Certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said Certificates shall mature and be payable serially on August 15 in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

YEAR	AMOUNT	YEAR	AMOUNT
2027	$	2037	$
2028		2038	
2029		2039	
2030		2040	
2031		2041	
2032		2042	
2033		2043	
2034		2044	
2035		2045	
2036		2046	

The term "Certificates" as used in this Ordinance shall mean and include collectively the Certificates initially issued and delivered pursuant to this Ordinance and all substitute Certificates exchanged therefor, as well as all other substitute certificates and replacement Certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. INTEREST. The Certificates scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF CERTIFICATE set forth in this Ordinance to their respective dates of maturity or redemption prior to maturity at the following rates per annum:

YEAR	RATE	YEAR	RATE
2027	%	2037	%
2028		2038	
2029		2039	
2030		2040	
2031		2041	
2032		2042	

2033	2043
2034	2044
2035	2045
2036	2046

Interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at The Bank of New York Mellon Trust Company, National Association (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the

execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Certificates and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 45 days prior to any such redemption date), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a

competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Certificates issued in exchange for the Certificates initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Certificate for each of the maturities thereof registered in the name of Cede & Co. as nominee of DTC and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates 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 securities 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 among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. 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 Certificates, (ii) the delivery to any DTC participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal, premium, if any, and interest, with respect to such Certificate, for the purposes of registering transfers with respect to such Certificates, and for all other purposes of registering transfers with respect to such Certificates, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in the Ordinance, or their respective attorneys duly authorized in writing, 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 Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the City to make payments of

principal, premium, if any, and interest pursuant to the Ordinance. 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 Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Certificates, the City shall either (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 Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books 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 Registered Owner transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is 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 Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Blanket Representation of the City to DTC.

(h) Initial Certificate. The Certificates herein authorized shall be initially issued as fully registered certificates, being one certificate for each maturity in the denomination of the applicable principal amount and the initial Certificate shall be registered in the name of the initial purchaser or the designees thereof as set forth in Section 12 hereof. The initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser. Immediately after the delivery of the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate delivered hereunder and exchange therefor Certificates in the form of a separate single fully registered Certificate for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f), all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

Section 5. FORM OF CERTIFICATE. The form of the Certificate, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

FORM OF CERTIFICATE

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS WILLIAMSON COUNTY CITY OF GEORGETOWN, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2026	PRINCIPAL AMOUNT $_____

INTEREST RATE	DATE OF CERTIFICATE	MATURITY DATE	CUSIP NO.
	May 21, 2026		

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the **CITY OF GEORGETOWN, TEXAS**, in Williamson County, Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the date of initial delivery of the Certificates, on February 15, 2027, and semiannually on each August 15 and February 15 thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date, as hereinafter defined, but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged or converted from is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at The Bank of New York Mellon Trust Company, National Association, which is the "Paying Agent/Registrar"

for this Certificate at their office in Houston, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, payments made to the securities depository, or its nominee, shall be made in accordance with arrangements between the City and the securities depository.

DURING ANY PERIOD in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Certificate that on or before each principal payment date or interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to

close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated May 21, 2026, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of **$38,215,000* (THE "CERTIFICATES") AND FINDS THAT THE PAYMENT IN WHOLE OR IN PART OF CONTRACTUAL OBLIGATIONS IS INCURRED OR TO BE INCURRED FOR: (1) CONSTRUCTING, IMPROVING, RENOVATING, EXPANDING AND EQUIPPING FIRE STATION NO. 8; (2) RENOVATING, IMPROVING AND EQUIPPING THE CITY'S EXISTING LIBRARY FACILITY; (3) ACQUIRING AND UPGRADING FIRE AND POLICE VEHICLES AND RELATED EQUIPMENT; (4) CONSTRUCTING, IMPROVING, RENOVATING, EXPANDING AND/OR EQUIPPING CITY PARKS AND PARK FACILITIES AND RELATED COSTS AND ACQUISITION OF ANY NECESSARY RIGHT OF WAY OR LAND THEREFOR, INCLUDING FOR CHAUTAUQUA PARK, BLUE HOLE PARK, PARK SAFETY IMPROVEMENTS, BUILDING RENOVATIONS AND REPLACING PARKS EQUIPMENT; (5) ACQUIRING AND UPGRADING CITY PUBLIC SAFETY EQUIPMENT COMPRISED OF RADIOS AND CHARGING TOWERS; (6) CONSTRUCTING, IMPROVING, EXTENDING, EXPANDING, UPGRADING AND DEVELOPING CITY STREETS, BRIDGES, SIDEWALKS, BIKE LANES, INTERSECTIONS AND RELATED TRAFFIC IMPROVEMENTS INCLUDING PURCHASING ANY NECESSARY RIGHT-OF-WAY AND EQUIPMENT, INCLUDING FOR LEANDER ROAD; (7) CONSTRUCTING, IMPROVING, EXPANDING AND RENOVATING THE CITY'S MUNICIPAL AIRPORT, INCLUDING CONSTRUCTION AND IMPROVEMENTS AROUND CUTTER NORTH AREA AND AIR TRAFFIC CONTROL TOWER EQUIPMENT INCLUDING SECURITY EQUIPMENT; (8) CONSTRUCTING, IMPROVING, EXTENDING, EXPANDING AND UPGRADING DRAINAGE AND FLOOD MITIGATION IMPROVEMENTS, INCLUDING CURB AND GUTTER IMPROVEMENTS AND STORMWATER CAPITAL IMPROVEMENTS; AND (9) PAYING RELATED PROFESSIONAL SERVICES INCLUDING FOR CONSTRUCTION MANAGERS, ENGINEERS, ARCHITECTS, ATTORNEYS, AUDITORS, FINANCIAL ADVISORS, FISCAL AGENTS, DESIGN COSTS AND COSTS RELATED TO ISSUING THE CERTIFICATES.**

ON AUGUST 15, 2035, or on any date thereafter, the Certificates of this series maturing on and after August 15, 2036 may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000).

* Preliminary, Subject to change.

NO LESS THAN 30 days prior to the date fixed for any optional redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificates. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Certificates or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificates shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

WITH RESPECT TO any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

DURING ANY PERIOD in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the

appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Certificate.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificates, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that this Certificate is a general obligation of said City, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such

payment, within the limit prescribed by law, and that this Certificate, together with other obligations of the City, is additionally secured by and payable from the surplus revenues of the City's System remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or part of the Net Revenues of the City's System, which amount shall not exceed $10,000 all as provided in the Ordinance.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the City Council, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Certificate.

_____	_____
City Secretary	Mayor
(SEAL)	

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____
Please insert Social Security or Taxpayer Identification Number of Transferee

_____

_____
(Please print or typewrite name and address, including zip code, of Transferee)

_____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

_____

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Acting Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL CERTIFICATE

The initial Certificate shall be in the form set forth in this Section, except that:

A. immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**ON THE MATURITY DATE SPECIFIED BELOW,** the City of Georgetown, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 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	Amount	Rate

(Information from Sections 2 and 3 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the initial date of delivery of the Certificates at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2027 and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The initial Certificate shall be numbered "T-1."

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Certificates. All ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Certificates are outstanding and unpaid, the City Council shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient, within the limit prescribed by law, to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures (but never less than 2% of the original amount of the Certificates as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City, for each year while any of the Certificates are outstanding and unpaid, and the tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Certificates on their date of initial delivery, if any, shall be deposited in the Interest and Sinking Fund and used to pay interest on the Certificates.

Section 7. REVENUES. The Certificates together with other obligations of the City, are additionally secured by and shall be payable from and secured by the surplus revenues of the City's System after payment of all operation and maintenance expenses or collections thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding) which are payable from all or any part of the net revenues of the City's System, with such amount not exceeding $10,000, constituting "Surplus Revenues." The City shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 6, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 6, if Surplus Revenues or other lawfully available funds are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

Whenever used in this Ordinance the Term "System" means the City's combined electric, waterworks and sewer system as defined in Ordinance No. 98-34.

The Mayor and the Chief Financial Officer of the City are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

Section 8. DEFEASANCE OF CERTIFICATES. (a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or a commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or a commercial bank or trust company for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Certificate, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Certificate as aforesaid when proper notice of redemption of such Certificates shall have been given, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or a commercial bank or trust company as provided in this Section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section which is not required for the payment of such Certificate and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificates and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificates and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased,

and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section for the payment of Certificates and such Certificates shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Certificate for redemption in accordance with the provisions of the Ordinance authorizing its issuance, the City may call such Defeased Certificate for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to redeem the Defeased Certificate and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

As used in this section, "Defeasance Securities" means (i) Federal Securities and (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent. "Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES. (a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner

shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificate in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Certificate issued in conversion and exchange for other Certificates.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers may, at the option of the City, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser 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 Certificates to the initial purchaser. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Certificates 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 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (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 Certificates or the projects financed therewith (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 Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, 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 Certificates 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" which 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 which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Certificates (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 which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates 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 Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with --

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.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 Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Certificates or proceeds of any prior Certificates to pay debt service on another issue more than 90 days after the date of issue of the Certificates 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 Certificates) 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 Certificates have 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 Certificates in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the owners of the Certificates. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. 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). 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. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, 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 Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, 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 Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager, Assistant City Manager or Chief Financial Officer of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue 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 Project is 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 Internal Revenue 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 Certificates, or (2) the date the Certificates are 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 Certificates. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. 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 an opinion of nationally recognized bond counsel to the

effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 12. SALE OF CERTIFICATES. The Certificates are hereby sold to the bidder whose bid produced the lowest true interest cost, pursuant to the taking of public bids therefor, on this date, and shall be delivered to _____ (the "Purchaser") at a price of $_____(representing the par amount of the Certificates of $_____ plus a net initial reoffering premium of $_____and less a Purchaser's discount of $_____). It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable and are in the best interest of the City. The Certificates shall initially be registered in the name of the Purchaser.

Pursuant to Sections 1201.029 and 1201.042, Texas Government Code, the $____ of reoffering premium generated by the sale of the Certificates is allocated to be used as follows: (i) $____ for the Purchaser's discount, (ii) $____ for costs of issuance of the Certificates, (iii) $____, representing the rounding amount, to be deposited to the Interest and Sinking Fund and (iv) $____ to be used to pay the costs of the projects being financed by the Certificates described in Section 1.

Section 13. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or

in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 14. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the purpose for which the Certificates are issued set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Certificates from being arbitrage certificates shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 15. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT, LETTER OF REPRESENTATIONS AND OFFICIAL STATEMENT. Attached hereto as Exhibit "A" is a substantially final form of Paying Agent/Registrar Agreement. Each the Mayor or Mayor Pro-Tem, the City Manager and the Chief Financial Officer are hereby authorized to amend,

complete or modify such agreement as necessary and are further authorized to execute such agreement.

The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Certificates.

The City hereby approves the form and content of the Notice of Sale and Preliminary Official Statement and Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated April 17, 2026, prior to the date hereof is ratified and confirmed. The City Council of the City hereby finds and determines that the Preliminary Official Statement and the Official Statement were and are "deemed final" (as that term is defined in 17 C.F.R. Section 240.15c-12) as of their respective dates.

Section 16. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2026, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 15 of this Ordinance, being information of the type described in Exhibit "B" hereto, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "B" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) Event Notices. The City shall file notice of any of the following events with respect to the Certificates with the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

(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 Internal Revenue Service 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 Certificates, or other material events affecting the tax status of the Certificates;

(7) Modifications to rights of holders of the Certificates, if material;

(8) Certificate calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Certificates, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, 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 or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City 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 City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City 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 City and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section 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.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 8 of this Ordinance that causes the Certificates to be no longer outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City makes no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, 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.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change

in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

(e) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*Financial Obligation*" means 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.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

Section 17. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, (v) obtain insurance or ratings on the Certificates, (vi) obtain the approval of the Attorney General of the State Texas, or (vii) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

(1) Make any change in the maturity of any of the outstanding Certificates;

(2) Reduce the rate of interest borne by any of the outstanding Certificates;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state

that a copy thereof is on file at the office of the City for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 18. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on any Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

Section 19. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, any insurance commitment letter or agreement or insurance policy and the Official Statement. In addition, prior to the initial delivery of the Certificates, the Mayor or Mayor Pro-Tem, the City Manager or the Chief Financial Officer of the City, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 20. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance 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. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the lien on and pledge of ad valorem taxes and revenues to secure the payment of the Certificates.

Section 21. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 22. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Certificates, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Certificates.

Section 23. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 24. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 25. EFFECTIVE DATE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 26. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates 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, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 27. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Certificates or (ii) $9,500, provided that such fee shall not be less than $750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Certificates.

Section 28. ELECTRONIC SIGNATURES. The Mayor or Mayor Pro-Tem and the City Secretary hereby authorize the use of their electronic signatures in connection with the offering and sale of the Certificates and hereby authorize the City's Financial Advisor, City Attorney and Bond Counsel to use such electronic signatures in connection with the offering and sale of the Certificates.

[Remainder of this Page Intentionally Left Blank]

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on the 28th day of April, 2026.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor
City of Georgetown, Texas

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

[Sig Pg]

EXHIBIT "A"

Paying Agent\Registrar Agreement

[See Separate Tab of Transcript]

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT entered into as of May 21, 2026, (this "Agreement"), by and between the **City of Georgetown, Texas** (the "Issuer"), and The Bank of New York Mellon Trust Company, N.A. of Houston, Texas, a banking corporation duly organized and existing under the laws of the United States of America (the "Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its **Combination Tax and Revenue Certificates of Obligation, Series 2026 in the aggregate principal amount of $_____**, (the "Securities"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Securities are scheduled to be delivered to the initial purchasers thereof on or about May 21, 2026; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on the Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE
APPOINTMENT OF BANK AS
PAYING AGENT AND REGISTRAR

Section 1.01. Appointment.

The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the "Ordinance" (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Security and with respect to the transfer and exchange thereof as provided herein and in the "Ordinances."

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO
DEFINITIONS

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank Office" means the designated office of the Bank as indicated on the signature page hereof, except that the payment and registration duties of the Bank will be performed from the Bank's designated office located in Houston, Texas. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Fiscal Year" means the fiscal year of the Issuer, ending September 30.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Ordinance" mean the orders, ordinances or resolutions of the governing body of the Issuer pursuant to which the Security is issued, certified by the City Secretary of the Issuer or any other officer of the Issuer and delivered to the Bank.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinances).

"Redemption Date" when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

"Registered Owner" each means the Person in whose name a Security is registered in the Security Register.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Security.

"Stated Maturity" means the date specified in the Ordinance on which the principal of a Security is scheduled to be due and payable.

Section 2.02. <u>Other Definitions</u>.

The terms "Bank," Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE
PAYING AGENT

Section 3.01. <u>Duties of Paying Agent</u>.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity or Redemption Date, to the Registered Owner upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Registered Owner and preparing and sending checks by United States Mail, first class postage prepaid, on each payment date, to the Registered Owners of the Security (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable

to the Bank, requested in writing by the Registered Owner at the Registered Owner's risk and expense.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of and interest on the Security on the dates specified in the Ordinance.

Section 3.03. Reporting Requirements.

To the extent required by the Internal Revenue Code of 1986, and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto, the Bank shall report, or assure that a report is made to the Registered Owner and the Internal Revenue Service, any amount of acquisition premium, interest paid on, original issue discount or adjusted basis of the Security.

ARTICLE FOUR
REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges.

The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Registered Owners of the Security, the transfer, exchange and replacement of the Security and the payment of the principal of and interest on the Security to the Registered Owners and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacement of Security shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, in form satisfactory to the Bank, duly executed by the Registered Owner thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Security.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Security, the exchange or transfer by the Registered Owners thereof will be completed and new Security delivered to the Registered Owner or the assignee of the Registered Owner in not more than three (3) business days after the receipt of the Security to be canceled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Registered Owner, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates.

The Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. Form of Security Register.

The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Registered Owners.

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05. Return of Canceled Certificates.

The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06. Mutilated, Destroyed, Lost or Stolen Securities.

The Issuer hereby instructs the Bank, subject to the applicable provisions of the Ordinances, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Registered Owner thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Registered Owner of the Security mutilated, or destroyed, lost or stolen.

Section 4.07. Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE
THE BANK

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

The Bank is authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the Issuer's Financial Advisor or other agent. The Bank may act on e-mail transmission of the closing memorandum acknowledged by the Financial Advisor or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, cost or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that

repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or an agent of the Registered Owner. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank shall maintain a copy of the Bond Register within the State of Texas.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner described in any closing memorandum as prepared by the City, the City's Financial Advisor or other agent. The Bank may act on an e-mail transmission of the closing memorandum acknowledged by the City or its Financial Advisor or other agent as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with the instructions set forth in the closing memorandum.

Section 5.03. <u>Recitals of Issuer</u>.

The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Registered Owner or Registered Owners of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. <u>May Hold Securities</u>.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Moneys Held by Bank.

The Bank shall deposit any moneys received from the Issuer into a trust account to be held in a fiduciary capacity for the payment of the Securities, with such moneys in the account that exceed the deposit insurance available to the Issuer by the Federal Deposit Insurance Corporation, to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for trust accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Subject to the Unclaimed Property Law of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after the final maturity of the Security has become due and payable will be paid by the Bank to the Issuer if the Issuer so elects, and the Registered Owner of such Security shall hereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title Six of the Texas Property Code, as amended.

Section 5.06. Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or willful misconduct on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State Court located in the State of Texas and County where either the Bank Office or the administrative offices of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. Depository Trust Company Services.

It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control,

will comply with the "Operational Arrangements," effective August 1, 1987, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Attached hereto is a copy of the Blanket Letter of Representations with The Depository Trust Company.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06. Severability.

In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinances, the Ordinances shall govern.

Section 6.09. Counterparts.

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

Section 6.10. Termination.

This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Registered Owners thereof or (ii) may be earlier terminated by either party upon thirty (30) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Registered Owners of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Section 6.12. Verifications of Statutory Representations and Covenants.

The Bank 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 Bank 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 Bank 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 Bank 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 Bank 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 Bank 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 Bank 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.

Section 6.13. Interested Parties Form Exemption.

The Bank represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Bank is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By _____

Title _____

601 Travis Street, Floor 16
Houston, Texas 77002

CITY OF GEORGETOWN, TEXAS

By: _____
Title: Mayor
808 Martin Luther King, Jr Street,
Georgetown, Texas 78626

ATTEST:

_____
City Secretary

SCHEDULE A

Paying Agent/Registrar Fee Schedule

EXHIBIT "B"

The following information is referred to in Section 16 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

(1) Table 1 – Valuation, Exemptions and Ad Valorem Tax Debt;
(2) Table 2 – Valuation and Ad Valorem Tax Debt History;
(3) Table 3 – Tax Rate, Levy and Collection History;
(4) Table 4 – Ten Largest Taxpayers;
(5) Table 7 – Ad Valorem Tax Debt Service Requirements;
(6) Table 9 – Authorized by Unissued General Obligation Bonds; and
(7) Table 10 – General Fund Revenues and Expenditure History; and
(8) Table 11 – Municipal Sales Tax History.
(9) Appendix B.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements contained in Appendix B to the Official Statement.

FY26 Debt Issuance	FY2026
Certificate of Obligation (CO)	
120	
Facilities	
Fire Station 8	11,083,000
Library Facility Expansion/Renovation Design	200,000
Parks and Recreation Shop Building Renovation	12,000
Facilities Total	11,295,000
Fleet	
Public Safety Vehicles - Fire	3,857,000
Public Safety Vehicles - Police	2,800,000
Fleet Total	6,657,000
Parks	
Blue Hole Park Improvements	2,000,000
Chautauqua Park Renovations	525,000
Park Capital Equipment Replacement	893,000
Park Improvements - MP Medium Priority	100,000
Parks Total	3,518,000
Public Safety	
Public Safety Radio Replacement & Tower Repair	1,926,000
Public Safety Total	1,926,000
Streets	
Annual Intersection Improvements	1,000,000
Leander Rd	11,959,000
Streets Total	12,959,000
120 Total	**36,355,000**
602	
Airport	
Cutter North Area Airport Improvements	560,000
Air Traffic Control Tower Equipment & Security Equipment	50,000
Airport Total	610,000
602 Total	**610,000**
642	
Stormwater	
1401 Pine Street	250,000
907 N. Myrtle	530,000
Pine St & Hogg St.	200,000
Randolph Rd Drainage Improvements	270,000
Stormwater Total	1,250,000
642 Total	**1,250,000**
Certificate of Obligation (CO) Total	**38,215,000**
Grand Total	**38,215,000**

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
First and Final Reading of the General Obligation Bonds, Series 2026 Ordinance

SUGGESTED ACTION:
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

ITEM SUMMARY:
This item is to approve the Certificates of Obligation for the projects listed in Exhibit A.

FINANCIAL IMPACT:
There is no anticipated change to the Interest & Sinking portion of the tax rate due to this debt issue. The actual impact will be determined in July 2026, once the Assessed Property Valuation is certified and the FY2027 tax rate is set.

Actual interest rates for this debt issue will not be determined until just prior to the reading of the ordinance at the Council meeting on April 28, 2026. The City of Georgetown will receive the proceeds on May 21, 2026.

Please note all ordinances will be approved and effective on First Reading in accordance with Section 1201.028, Texas Government Code.

SUBMITTED BY:
Shawn Gunnin, Finance/Purchasing

ATTACHMENTS:
GO Ordinance (w exhibits).pdf
2026 GO Project List.pdf

ORDINANCE NO. 2026-__

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF GEORGETOWN, TEXAS GENERAL OBLIGATION BONDS, SERIES 2026; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER RELATED DOCUMENTS; AWARDING THE SALE OF THE BONDS AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

Adopted April 28, 2026

ORDINANCE NO. 2026-__

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF GEORGETOWN, TEXAS GENERAL OBLIGATION BONDS, SERIES 2026; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER RELATED DOCUMENTS; AWARDING THE SALE OF THE BONDS AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

WHEREAS, at an election held within the City of Georgetown (the "City") on May 9, 2015 the voters of the City authorized the City Council of the City to issue in one or more series the bonds set forth in the proposition set forth below:

PROPOSITION

> Shall the City Council of the City of Georgetown, Texas, be authorized to issue the bonds of the City, in one or more series or issues, in the aggregate principal amount of $105,000,000 with the bonds of each such series or issues, respectively, to mature serially within not to exceed twenty-five years from their date, and to be sold at such prices and bear interest at such rates, as shall be determined within the discretion of the City Council, in accordance with law at the time of issuance, for the purpose of constructing, improving, extending, expanding, upgrading and/or developing streets, roads, bridges, and intersections, to wit: (i) Northwest Blvd Bridge-Fontana Dr to Austin Ave, Rivery Blvd Extension-Williams Dr to Northwest Blvd, IH 35 NB Frontage Road-Williams Dr to Lakeway Bridge, Southwest Bypass-Wolf Ranch Pkwy to Leander Rd, Wolf Ranch Pkwy-DB Wood Dr to Southwest Bypass, Intersection/Capital Pool, Leander Bridge at IH 35, NE Inner Loop-Stadium Dr to FM 971, Stadium Dr (CR 151)-Austin Ave to NE Inner Loop, Southwestern Blvd-Raintree Dr to SE Inner Loop, SH 29 (Haven Lane to SH 130),Leander Rd (RM 2243)- 400ft W of SW Bypass to River Ridge, DB Wood Dr- SH 29 to Oak Ridge Dr, Southwest Bypass-Wolf Ranch Pkwy to SH29, sidewalk, safety and ADA accessibility pool and related utility relocation, sidewalk, safety and operational improvements, purchase of any necessary rights-of-way, drainage and other related costs and (ii) preliminary engineering and rights-of-way acquisition for Williams Dr-Rivery Blvd. to Frontage Rd, IH 35 SB Frontage Road-Williams Dr to Rivery Blvd, SE Inner Loop- Southwestern Blvd to IH 35, SE Inner Loop-SH 29 to Southwestern Blvd, Shell Rd-Williams Dr to Shell Spur Rd, DB Wood Dr-Oak Ridge Dr to Lake Overlook Dr; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay the bonds at maturity?

WHEREAS, the City Council has previously issued general obligation bonds utilizing a total of $102,975,000 of the May 9, 2015 Proposition authorization and has reserved the right to

issue the remaining $2,025,000 of bonds authorized but unissued from the May 9, 2015 Proposition authorization with such previous general obligation bonds being as follows: its General Obligation Bonds, Series 2015A (utilizing $10,075,000); its General Obligation Bonds, Series 2016 (utilizing $10,000,000); its General Obligation Bonds, Series 2017 (utilizing $2,635,000); its General Obligation Bonds, Series 2018 (utilizing $16,550,000); its General Obligation Bonds, Series 2019 (utilizing $5,330,000); its General Obligation Bond, Series 2020 (utilizing $9,080,000); its General Obligation Bond, Series 2021 (utilizing $6,800,000); its General Obligation Bonds, Series 2021A (utilizing $3,005,000); its General Obligation Bonds, Series 2022 (utilizing $18,452,000); its General Obligation Bonds, Series 2023 (utilizing $2,000,000); its General Obligation Bonds, Series 2024 (utilizing $6,605,000) and its General Obligation Bonds, Series 2025 (utilizing $12,443,000);

WHEREAS, the City Council deems it to be in the best interest of the City to issue $1,000,000 of the May 9, 2015 Proposition authorization, reserving the right from time to time to issue the remaining $1,025,000 of bonds authorized but unissued from such authorization;

WHEREAS, at an election held within the City of Georgetown (the "City") on November 7, 2023 the voters of the City authorized the City Council of the City to issue in one or more series the bonds set forth in the propositions set forth below:

PROPOSITION A

Shall the City Council of the City of Georgetown, Texas, be authorized to issue bonds of the City, in one or more series, in the aggregate principal amount of $56,000,000 with the bonds of each such series, respectively, to mature serially within not to exceed thirty years from their date, and to be sold at such prices and bear interest at such rates, as shall be determined within the discretion of the City Council, in accordance with law at the time of issuance, for the purpose of constructing, equipping, improving, extending, expanding, upgrading and/or developing a City facility which includes a customer service center as well as other city services and internal support functions; and also including any necessary land acquisition, design costs, related drainage and other related costs; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay the bonds at maturity?

PROPOSITION B

"Shall the City Council of the City of Georgetown, Texas, be authorized to issue bonds of the City, in one or more series, in the aggregate principal amount of $49,000,000 with the bonds of each such series, respectively, to mature serially within not to exceed twenty years from their date, and to be sold at such prices and bear interest at such rates, as shall be determined within the discretion of the City Council, in accordance with law at the time of issuance, for the purpose of constructing, equipping, improving, extending, expanding, upgrading, and/or

developing park and recreational projects, including any necessary land acquisition, design costs, related drainage and other related costs all with respect to the following park and recreational projects: renovation and expansion of the Georgetown Recreation Center located on Austin Avenue; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay the bonds at maturity?"

WHEREAS, the City Council has previously issued general obligation bonds utilizing a total of $7,000,000 of the November 7, 2023 Proposition A authorization and has reserved the right to issue the remaining $49,000,000 of bonds authorized but unissued from the November 7, 2023 Proposition A authorization with such previous general obligation bonds being as follows: its General Obligation Bonds, Series 2024 (utilizing $7,000,000);

WHEREAS, the City Council deems it to be in the best interest of the City to issue $49,000,000 of the November 7, 2023 Proposition A authorization, leaving no amount unissued from such authorization;

WHEREAS, the City Council has not previously issued general obligation bonds utilizing any of the November 7, 2023 Proposition B authorization and has the right to issue $49,000,000 of bonds authorized but unissued from the November 7, 2023 Proposition B authorization;

WHEREAS, the City Council deems it to be in the best interest of the City to issue $4,000,000 of the November 7, 2023 Proposition B reserving the right from time to time to issue the remaining $45,000,000 of bonds authorized but unissued from such authorization;

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

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

Section 1. <u>RECITALS, AMOUNT AND PURPOSE OF THE BONDS AND VISION STATEMENT</u>. (a) <u>Recitals, Amount and Purpose</u>. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this section. The Bond or Bonds of the City are hereby authorized to be issued pursuant to Chapter 1331, Texas Government Code, as amended and delivered in the aggregate principal amount of $54,000,000* for the purpose of: (1) constructing, improving, extending, expanding, upgrading and/or developing streets, roads, bridges, and intersections, sidewalk, safety and ADA accessibility pool, as further set forth in the proposition approved at the May 9, 2015 election (in a principal amount of $____ and utilizing $1,000,000 of voted authority); (2) constructing, equipping, improving, extending, expanding, upgrading and/or developing a City facility which includes a customer

* Preliminary, Subject to change.

service center as well as other city services and internal support functions, as further set forth in Proposition A approved at the November 7, 2023 election (in a principal amount of $____ and utilizing $49,000,000 of voted authority); (3) constructing, equipping, improving, extending, expanding, upgrading, and/or developing park and recreational projects, as further set forth in Proposition B approved at the November 7, 2023 (in a principal amount of $____ and utilizing $4,000,000 of voted authority); and (4) paying the costs of issuing the Bonds.

(b) Vision Statement. The City Council hereby finds that the enactment of this Ordinance and issuance of the Bonds complies with the Vision Statement of the City.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF BONDS. Each bond issued pursuant to this Ordinance shall be designated: **"CITY OF GEORGETOWN, TEXAS GENERAL OBLIGATION BONDS, SERIES 2025"** and initially there shall be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, dated May 21, 2026, in the respective denominations and principal amounts hereinafter stated, numbered consecutively from R-1 upward (except the Initial Bond submitted to the Attorney General of the State of Texas which will be numbered T-1), payable to the respective initial registered owners thereof (as designated in Section 11 hereof), or to the registered assignee or assignees of the Bonds or any portion or portions thereof (in each case, the "Registered Owner"), and the Bonds shall mature and be payable serially on August 15 in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

YEAR	AMOUNT	YEAR	AMOUNT
2027	$	2037	$
2028		2038	
2028		2039	
2030		2040	
2031		2041	
2032		2042	
2033		2043	
2034		2044	
2035		2045	
2036			

The term "Bonds" as used in this Ordinance shall mean and include collectively the bonds initially issued and delivered pursuant to this Ordinance and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

Section 3. INTEREST. The Bonds scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF BOND set forth in this Ordinance to their respective dates of maturity at the following rates per annum:

YEAR	RATE	YEAR	RATE
2027	%	2037	%
2028		2038	
2028		2039	

2030	2040
2031	2041
2032	2042
2033	2043
2034	2044
2035	2045
2036	

Interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at The Bank of New York Mellon Trust Company, National Association in Houston, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make a copy of the Registration Books available in the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 4(c) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and the Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1206, Texas Government Code, as amended, and particularly Subchapter B thereof, the duty of

conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, 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 (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying

Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Bonds initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities 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 among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, 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 and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal, and interest pursuant to this Ordinance. 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 Ordinance with respect to

interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books 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 the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations of the City to DTC.

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

(i) Cancellation of Initial Bond. On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the purchaser of the Bonds or its designee set forth in Section 11 of this Ordinance, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such initial purchaser set forth in Section 11 of this Ordinance or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all the Bonds for such maturity.

Section 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, the form of initial Bond and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy.

FORM OF BOND

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS WILLIAMSON COUNTY	PRINCIPAL AMOUNT $_____

CITY OF GEORGETOWN, TEXAS
GENERAL OBLIGATION BOND,
SERIES 2026

INTEREST RATE	DATE OF BOND	MATURITY DATE	CUSIP NO.
	May 21, 2026		

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, **GEORGETOWN, TEXAS** (the "City"), in Williamson County, being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the initial date of delivery of the Bonds, on February 15, 2027 and semiannually thereafter on each August 15 and February 15 to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above calculated on the basis of a 360-day year of twelve 30-day months; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at The Bank of New York Mellon Trust Company, N.A., (the "Paying Agent/Registrar") at their office for payment in Houston, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying

Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Bond (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business on the last business day of the month next preceding each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Bond that on or before each payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; 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 series of Bonds dated May 21, 2026, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of **$54,000,000* FOR THE PURPOSE OF: (1) CONSTRUCTING, IMPROVING, EXTENDING, EXPANDING, UPGRADING AND/OR DEVELOPING STREETS, ROADS, BRIDGES,**

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*Preliminary, Subject to Change.

AND INTERSECTIONS, SIDEWALK, SAFETY AND ADA ACCESSIBILITY POOL, AS FURTHER SET FORTH IN THE PROPOSITION APPROVED AT THE MAY 9, 2015 ELECTION; (2) CONSTRUCTING, EQUIPPING, IMPROVING, EXTENDING, EXPANDING, UPGRADING AND/OR DEVELOPING A CITY FACILITY WHICH INCLUDES A CUSTOMER SERVICE CENTER AS WELL AS OTHER CITY SERVICES AND INTERNAL SUPPORT FUNCTIONS, AS FURTHER SET FORTH IN PROPOSITION A APPROVED AT THE NOVEMBER 7, 2023 ELECTION; (3) CONSTRUCTING, EQUIPPING, IMPROVING, EXTENDING, EXPANDING, UPGRADING, AND/OR DEVELOPING PARK AND RECREATIONAL PROJECTS, AS FURTHER SET FORTH IN PROPOSITION B APPROVED AT THE NOVEMBER 7, 2023; AND (4) PAYING THE COSTS OF ISSUING THE BONDS.

ON AUGUST 15, 2035 or on any date thereafter, the Bonds of this Series maturing on and after August 15, 2036 may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000).

THE BONDS maturing on August 15, 20__, 20__, and 20__, (the "Term Bonds") are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Bonds Maturing August 15, 20__*

Redemption Date	**Principal Amount**
August 15, 20__	$
August 15, 20__	$

*Final Maturity

Bonds Maturing August 15, 20__*

Redemption Date	**Principal Amount**
August 15, 20__	$
August 15, 20__	$

*Final Maturity

Bonds Maturing August 15, 20__*

Redemption Date	**Principal Amount**
August 15, 20__	$
August 15, 20__	$

*Final Maturity

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City, at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

NO LESS THAN 30 days prior to the date fixed for any optional redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the

Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limit prescribed by law.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Bond and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

_____	_____
City Secretary	Mayor

[CITY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION
Paying Agent/Registrar

By_____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____
Please insert Social Security or Taxpayer Identification Number of Transferee

_____

_____
(Please print or typewrite name and address, including zip code, of Transferee)

_____

the within Bond and all rights thereunder, 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:

_____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.	NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE INITIAL BOND ONLY:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Acting Comptroller of Public Accounts
of the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL BOND

The Initial Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**ON THE MATURITY DATE SPECIFIED BELOW,** the City of Georgetown, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), in each of the years on August 15 in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Year	Amount	Rate

(Information from Sections 2 and 3 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the initial date of delivery of the Bonds at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2027 and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1."

Section 6. **TAX LEVY.** (a) Payment of the Bonds. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient, within the limit prescribed by law, to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay

the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Bonds on their date of initial delivery, if any, shall be deposited in the Interest and Sinking Fund.

Section 7. **DEFEASANCE OF BONDS** (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the

payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

As used herein, "Defeasance Securities" means (i) Federal Securities and (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

Section 8. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 9. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel

and the assigned CUSIP numbers may, at the option of the City, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser 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 initial purchaser. 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 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (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 or the projects financed therewith (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 of the Bonds 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 Ordinance 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" which 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 which 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 which would otherwise result in the Bonds being treated as "private activity bonds" 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 which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which 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, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.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 have 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) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without

limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. 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 not 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. In the event that regulations or rulings are hereafter promulgated which 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 which impose additional requirements which are 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 City Manager, the Assistant City Manager or Chief Financial Officer of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") 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 Project is 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 are 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) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed of 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 this subsection, 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 of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 11. **SALE OF BONDS**. The Bonds are hereby awarded and sold to the bidder whose bid produced the lowest true interest cost, pursuant to the taking of public bids therefor, on this date, and shall be delivered to _____ (the "Purchaser") at a price of $____ (representing the par amount of the Bonds of $____ plus a net initial reoffering premium of $____ less a Purchaser's discount of $____). It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable and are in the best interest of the City. The Bonds shall initially be registered in the name of the Purchaser.

Pursuant to Sections 1201.029 and 1201.042, Texas Government Code, the $____ of reoffering premium generated by the sale of the Bonds is allocated to be used as follows: (i) $____ for the Purchaser's discount, (ii) $____ for costs of issuance of the Bonds, (iii) $____, representing the rounding amount, to be deposited to the Interest and Sinking Fund and (iv) $____ to be used to pay the costs of the projects being financed by the Bonds described in Section 1 (with the total voted authorization utilized by the Bonds being as set forth in the recitals to this Ordinance).

Section 12. **DEFAULT AND REMEDIES.** (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 13. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT, LETTER OF REPRESENTATIONS AND OFFICIAL STATEMENT. The Paying Agent/Registrar Agreement by and between the District and Bank of New York Mellon Trust Company, NA ("Paying Agent Agreement") in substantially the form and substance previously approved by the City is hereby approved. Each the Mayor or Mayor Pro-Tem, the City Manager and the Chief Financial Officer of the City are hereby authorized to amend, complete or modify such agreement as necessary and are further authorized to execute such agreement.

The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

The City hereby approves the form and content of the Notice of Sale and Preliminary Official Statement and Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated April 17, 2026, prior to the date hereof is ratified and confirmed. The City Council of the City hereby finds and determines that the Preliminary Official Statement and the Official

Statement were and are "deemed final" (as that term is defined in 17 C.F.R. Section 240.15c-12) as of their respective dates.

Section 14. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2026, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 13 of this Ordinance, being information of the type described in Exhibit "A" hereto, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) Event Notices. The City shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

(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 Internal Revenue Service 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 of the Bonds, 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 City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, 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; and

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City 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 City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City 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 City and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section 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.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 7 of this Ordinance that causes the Bonds to be no longer outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City makes no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY 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 THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, 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.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons

for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

(e) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*Financial Obligation*" means 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.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

Section 15. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, (v) obtain insurance or ratings on the Bonds, (vi) obtain the approval of the Attorney General of the State of Texas, or (vii) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

(1) Make any change in the maturity of any of the outstanding Bonds;

(2) Reduce the rate of interest borne by any of the outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from

the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 16. **NO RECOURSE AGAINST CITY OFFICIALS.** No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bonds.

Section 17. **FURTHER ACTIONS.** The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement and the Official Statement. In addition, prior to the initial delivery of the Bonds, the Mayor, is hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement or (ii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 18. **INTERPRETATIONS.** All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance 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. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge of ad valorem taxes to secure the payment of the Bonds.

Section 19. **INCONSISTENT PROVISIONS.** All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 20. **INTERESTED PARTIES.** Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Bonds.

Section 21. **INCORPORATION OF RECITALS.** The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 22. **SEVERABILITY**. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 23. **EFFECTIVE DATE.** This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 24. **PERFECTION.** Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of ad valorem taxes granted by the City under Section 6 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of ad valorem taxes granted by the City under Section 6 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 25. **PAYMENT OF ATTORNEY GENERAL FEE**. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each series of the Bonds or (ii) $9,500, provided that such fee shall not be less than $750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

Section 26. **ELECTRONIC SIGNATURES.** The Mayor or Mayor Pro-Tem and the City Secretary hereby authorize the use of their electronic signatures in connection with the offering and sale of the Bonds and hereby authorize the City's Financial Advisor, City Attorney and Bond Counsel to use such electronic signatures in connection with the offering and sale of the Bonds.

[The Remainder of this Page Intentionally Left Blank]

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on the 28th day of April, 2026.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor
City of Georgetown, Texas

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 14 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

(1) Table 1 – Valuation, Exemptions and Ad Valorem Tax Debt;
(2) Table 2 – Valuation and Ad Valorem Tax Debt History;
(3) Table 3 – Tax Rate, Levy and Collection History;
(4) Table 4 – Ten Largest Taxpayers;
(5) Table 7 – Ad Valorem Tax Debt Service Requirements;
(6) Table 9 – Authorized by Unissued General Obligation Bonds; and
(7) Table 10 – General Fund Revenues and Expenditure History; and
(8) Table 11 – Municipal Sales Tax History.
(9) Appendix B.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements contained in Appendix B to the Official Statement.

FY26 Debt Issuance	FY2026	Bond Authorization
General Obligation (GO)		
Facilities		
Customer Service Center	49,000,000	2023 Prop. A
Recreation Center Renovation-Expansion	4,000,000	2023 Prop. B
Facilities Total	**53,000,000**	
Streets		
2015 Road Bond Priority 1 - Sidewalks	1,000,000	2015 Road Bond
Streets Total	**1,000,000**	
General Obligation (GO) Total	**54,000,000**	
Grand Total	**54,000,000**	

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
First and Final Reading of the Utility System Revenue Bonds, Series 2026 Ordinance

SUGGESTED ACTION:
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

ITEM SUMMARY:
This item is to approve the Utility Revenue Bonds for the projects listed in Exhibit A.

FINANCIAL IMPACT:
All debt service payments related to these bonds will be funded with Utility System revenues generated under the City's rate structure. The Electric and Water utilities complete a cost of service and rate study annually to manage revenues and expenses for capital infrastructure. There are rate increases adopted and projected for the Water and Wastewater utility to fund infrastructure as part of fulfilling the master plan. There is a rate increase in the Electric utility in the current year, and rates are under review for the 5-year outlook.

Actual interest rates for this debt issue will not be determined until just prior to the sale on May 13, 2026. The City of Georgetown will receive the proceeds June 4, 2026.

Please note all ordinances will be approved and effective on First Reading in accordance with Section 1201.028, Texas Government Code.

SUBMITTED BY:
Shawn Gunnin, Finance/Purchasing

ATTACHMENTS:
USRB Delegation Ordinance.pdf
Exhibit A Revenue Bond Electric and Water-Wastewater Project List.pdf
2026 Util Rev Timetable.pdf

ORDINANCE NO. 2026-___

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM REVENUE BONDS; PLEDGING CERTAIN REVENUES IN SUPPORT OF THE BONDS; 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

ADOPTED APRIL 28, 2026

ORDINANCE NO. 2026-___

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM REVENUE BONDS; PLEDGING CERTAIN REVENUES IN SUPPORT OF THE BONDS; 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

WHEREAS, the City Council of the City of Georgetown, Texas (the "City") deems it necessary and desirable, as set forth in this Ordinance, to issue revenue bonds in one or more series for the purpose of financing certain improvements and extensions to the City's System (as defined herein) as well as paying professional services including legal, fiscal, architectural, engineer and any costs of issuance associated therewith;

WHEREAS, the City is an "Issuer" under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least $100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation;

WHEREAS, the Bonds (as defined herein) authorized by this Ordinance shall have the terms included in a Pricing Certificate (as defined herein) to be executed and delivered as further set forth by this Ordinance by the Mayor, acting as the designated pricing officer of the City, or, in the absence of the Mayor, the Mayor Pro-Tem, all in accordance with the provisions of Chapter 1371, Texas Government Code, as amended ("Chapter 1371"), and;

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

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

Section 1. RECITALS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

Section 2. DEFINITIONS AND VISION STATEMENT. (a) Definitions. For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in Exhibit "A" to this Ordinance have the meanings assigned to them in Exhibit "A".

(b) Vision Statement. The City Council hereby finds that the enactment of this Ordinance and issuance of the Bonds complies with the Vision Statement of the City.

Section 3. AMOUNT, NAME AND PURPOSE OF THE BONDS. The Bonds of each Series, each to be designated the "**CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM REVENUE BOND, SERIES 2026**"; provided that the Pricing Officer in the Pricing Certificate may revise the title of any Series of Bonds as necessary to reflect the tax status of such Bonds as taxable or tax-exempt, the year in which such Bonds are being issued, any other revision deemed necessary to properly market such Bonds. The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapters 1371 and 1502, Texas Government Code, as amended, and the City Charter. The Bonds shall be issued in the aggregate principal amount not to exceed $376,560,000 for the purpose of providing funds for (1) extending and improving the City's System, and (2) paying the costs of issuing the Bonds.

Section 4. DATE, DENOMINATION, MATURITIES, NUMBERS, INTEREST AND REDEMPTION. (a) Initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, which shall be in the form of current interest bonds, numbered consecutively from R-1 upward (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than August 15, 2056, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, as all set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. The Pricing Certificate is hereby incorporated in and made a part of this Ordinance. The Bonds shall be designated by the year in which they are awarded as set forth in the Pricing Certificate. The authority for the Pricing Officer to execute and deliver the Pricing Certificate for the Bonds shall expire at 5:00 p.m. C.D.T. on April 28, 2027. Bonds priced on or before April 28, 2027 may be delivered to the initial purchaser after such date.

(b) As authorized by Chapter 1371, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering each Series of the Bonds and carrying out the other procedures specified in this Ordinance, determining which extensions and improvements to the City's System are to be financed, as applicable, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, whether such Bonds shall be issued as Taxable Bonds or Tax-Exempt Bonds, and all other matters relating to the issuance, sale, and delivery of the Bonds, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, and (ii) none of the Bonds issued for new money purposes shall bear interest at a rate greater than 6.00%. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the

amount authorized in Section 3, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds. The Bonds shall be sold by either competitive sale, private placement or negotiated sale as determined by the Pricing Officer, at such price, with and subject to such terms, as determined by the Pricing Officer in the Pricing Certificate.

It is further provided, however, that the Bonds shall not be delivered unless prior to their delivery the Bonds have been rated by a nationally-recognized rating agency for municipal securities in one of the four highest rating categories for long-term obligations, as required by Chapter 1371.

To achieve advantageous borrowing costs for the City, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in the Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on the Bonds.

If the Pricing Officer determines that the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser, any placement agent or the senior managing underwriter for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the City. The Pricing Officer, acting for and on behalf of the City, is authorized to enter into and carry out a purchase agreement, placement agreement or other agreement for the Bonds to be sold by negotiated sale or placement, with the underwriters or placement purchasers at such price, with and subject to such terms as determined by the Pricing Officer pursuant to this Section above.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council determines that the delegation of the authority to the Pricing Officer to approve the final terms and conditions of each Series of the Bonds as set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated in the Pricing Certificate will be, in the best interests and shall have the same force and effect as if such determination were made by the City Council and the Pricing Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect.

(c) The Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this

Ordinance to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

(d) Right of Redemption. The City reserves the right, at its option, to redeem the Bonds as set forth in the Pricing Certificate.

(e) Effect of Redemption. Notice of redemption having been given as provided in the Pricing Certificate, the Bonds called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in the payment of the principal thereof or accrued interest thereon, such Bonds thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bond is presented and surrendered for payment on such date. If the Bonds thereof called for redemption are not so paid upon presentation and surrender thereof for redemption, such Bonds thereof shall continue to bear interest at the rate stated on the Bond until paid or until due provision is made for the payment of same.

(g) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance and the Pricing Certificate have been met and moneys sufficient to pay the principal of the premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice shall sate that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 5. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at the principal corporate trust officer of such eligible institution as may be selected by the Pricing Officer in the Pricing Certificate to serve as paying agent/registrar for the Bonds (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar

shall make a copy of the Registration Books available in the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in Exhibit "B" to this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for transfer and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the preparation, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Chapter 1201, Texas Government Code, and particularly Subchapter D thereof, the duty of transfer and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Bond shall be valid, incontestable and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/ Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be exchanged for other Bonds of the same Series, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in Exhibit "B" to this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/ Registrar, but on each substitute Bond issued in exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The City covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution or other entity to act as and perform

the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option and to the extent permitted by law, (i) act in the capacity of Paying Agent/Registrar or (ii) change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will assume the duties or will appoint a competent and legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System for Bonds. The Bonds issued in exchange for the Bonds initially issued as provided in Section 5(i) shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Bonds, as shown on the Registration Books, of any notice with respect to the Bonds or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as

shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, 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 and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. 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 Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfers Outside Book-Entry-Only Systems. In the event that the City determines to discontinue the use of the Book-Entry-Only System through DTC, or DTC determines to discontinue providing its services with respect to the Bonds, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books 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 registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance. Whenever a successor securities depository has been appointed pursuant to this paragraph, the terms DTC and DTC Participant as used in this Ordinance shall refer to such successor securities depository and its participants, respectively.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Letter of Representations with DTC establishing the Book-Entry-Only System with respect to the Bonds.

(i) Cancellation of Initial Bond. On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the initial purchaser of the Bonds or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such initial purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such initial purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all the Bonds for such maturity.

Section 6. FORM OF BOND. The form of each Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached only to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially in the form set forth in Exhibit "B" hereto, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

Section 7. PLEDGE OF PLEDGED REVENUES. The City hereby covenants and agrees that the Pledged Revenues are hereby irrevocably pledged to the payment and security of the Parity Obligations including the establishment and maintenance of the special funds created, established and maintained for the payment and security thereof, all as hereinafter provided; and it is hereby ordained that the Parity Obligations, and the interest thereon, shall constitute a lien on and pledge of the Pledged Revenues and be valid and binding without any physical delivery thereof or further act by the City, and the lien created hereby on the Pledged Revenues for the payment and security of the Parity Obligations, including the establishment and maintenance of the special funds created, established and maintained for the payment and security thereof, shall be superior to the lien on and pledge of the Pledged Revenues securing payment of any Subordinate Lien Obligations hereafter issued by the City.

Section 8. SPECIAL FUNDS. The City confirms the establishment and maintenance on the books of the City, so long as any of the Parity Obligations are outstanding and unpaid, of the below limited Special Funds:

(a) City of Georgetown, Texas Utility System Revenue Fund, hereinafter called the "Revenue Fund."

(b) City of Georgetown, Texas Utility System Revenue Bonds Interest and Sinking Fund, hereinafter called the "Interest and Sinking Fund."

Though all of such funds may be subaccounts of the City's General Fund held by the City's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such Funds or of such Funds and the City shall keep full and complete records indicating the monies and investments credited to each of such Funds.

Section 9. REVENUE FUND. The City hereby covenants, agrees and establishes that the Gross Revenues shall be deposited and credited to the Revenue Fund immediately as collected and received. All Maintenance and Operating Expenses are and shall be paid from such Gross Revenues as a first charge against same.

Section 10. FLOW OF FUNDS. All Gross Revenues deposited and credited to the Revenue Fund shall be pledged and appropriated to the extent required for the following uses and in the order of priority shown:

FIRST: to the payment of all necessary and reasonable Maintenance and Operating Expenses as defined herein or required by statute, including, but not limited to, Chapter 1502, Texas Government Code, as amended, to be a first charge on and claim against the

Gross Revenues, including a two (2)-month reserve amount based upon the budgeted amount of Maintenance and Operating Expenses for the current Fiscal Year, which amount shall be retained in the Revenue Fund.

SECOND: to the payment of the amounts required to be deposited and credited to the Interest and Sinking Fund created and established for the payment of the Bonds, the Previously Issued Parity Obligations and any Additional Parity Obligations issued by the City as the same become due and payable.

THIRD: pro rata to the payment of the amounts required to be deposited and credited (i) to the Reserve Fund created and established to maintain the Required Reserve Amount in accordance with the provisions of this Ordinance, including amounts owed with respect to any Reserve Fund Obligation to restore the Required Reserve Amount and (ii) to each other reserve fund created and established to maintain a reserve in accordance with the provisions of the ordinances relating to the issuance of any Additional Parity Obligations hereafter issued by the City.

FOURTH: to the payment of Subordinate Lien Obligations.

FIFTH: to the payment of the amounts required for any lawful purpose.

Section 11. INTEREST AND SINKING FUND. For purposes of providing funds to pay the principal of, premium, if any, and interest on the Parity Obligations as the same become due and payable, including any mandatory sinking fund redemption payments, the City agrees that it shall maintain the Interest and Sinking Fund. The City covenants to deposit and credit to the Interest and Sinking Fund prior to each principal, interest payment or redemption date from the available Pledged Revenues an amount equal to one hundred percent (100%) of the amount required to fully pay the interest on and the principal of the Parity Obligations then falling due and payable. The City shall make such deposits and credits to pay maturing principal, accrued interest, and mandatory sinking fund redemptions on the Parity Obligations in substantially equal semi-annual installments on or before each February 15 and August 15.

The required semi-annual deposits and credits to the Interest and Sinking Fund shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in and credited to the Interest and Sinking Fund and the Reserve Fund (excluding any Reserve Fund Obligation) is equal to the amount required to fully pay and discharge all Outstanding Parity Obligations (principal, premium, if any, and interest) or (ii) the Parity Obligations are no longer outstanding.

Accrued interest and capitalized interest, if any, received from the purchaser of any Parity Obligation shall be taken into consideration and reduce the amount of the semi-annual deposits and credits hereinabove required into the Interest and Sinking Fund.

Section 12. RESERVE FUND. (a) To accumulate and maintain a reserve for the payment of the Bonds and the Outstanding Parity Obligations equal to the Average Annual Debt Service Requirements of the Bonds and the Outstanding Parity Obligations (calculated by the City

at the beginning of each Fiscal Year) (the "Required Reserve Amount"), the Reserve Fund has been established and shall be maintained by the City. Earnings and income derived from the investment of amounts held for the credit of the Reserve Fund shall be retained in the Reserve Fund until the Reserve Fund contains the Required Reserve Amount; thereafter, such earnings and income shall be deposited to the credit of the Revenue Fund. As provided in Section 10, the City shall deposit and credit to the Reserve Fund amounts required to maintain the balance in the Reserve Fund in an amount equal to the Required Reserve Amount. There shall be deposited into the Reserve Fund any Reserve Fund Obligations so designated by the City. All funds, investments and Reserve Fund Obligations on deposit and credited to the Reserve Fund shall be used solely for (i) the payment of the principal of and interest on the Bonds and the Outstanding Parity Obligations, when and to the extent other funds available for such purposes are insufficient, (ii) to make Reserve Fund Obligation Payments and (iii) to retire the last Stated Maturity or Stated Maturities of or interest on the Bonds and the Outstanding Parity Obligations.

(b) When and for so long as the cash, investments and Reserve Fund Obligations in the Reserve Fund equal the Required Reserve Amount, no deposits need be made to the credit of the Reserve Fund; but, if and when the Reserve Fund at any time contains less than the Required Reserve Amount, the City covenants and agrees that the City shall cure the deficiency in the Reserve Fund by resuming the Required Reserve Fund Deposits to such Fund from the Pledged Revenues in accordance with Section 10 by monthly deposits and credits in amounts equal to not less than 1/60th of the Required Reserve Amount with any such deficiency payments being made on or before each February 15 and August 15 until the Required Reserve Amount has been fully restored; provided, however, that no such deposits shall be made into the Reserve Fund during any six month period beginning on February 15 and August 15 until there has been deposited into the Interest and Sinking Fund the full amount required to be deposited therein by the next following February 15 and August 15, as the case may be. In addition, in the event that a portion of the Required Reserve Amount is represented by a Reserve Fund Obligation, the Required Reserve Amount shall be restored as soon as possible from monthly deposits of Pledged Revenues on deposit in the Revenue Fund in accordance with Section 10, but subject to making the full deposits and credits to the Interest and Sinking Fund required to be made by the next following February 15 and August 15, as the case may be. The City further covenants and agrees that, subject only to the prior deposits and credits to be made to the Interest and Sinking Fund, the Pledged Revenues shall be applied and appropriated and used to establish and maintain the Required Reserve Amount, including by paying Reserve Fund Obligation Payments when due, and any reserve established for the benefit of any issue or series of Additional Parity Obligations and to cure any deficiency in such amounts as required by the terms of this Ordinance and any other ordinance pertaining to the issuance of Additional Parity Obligations.

During such time as the Reserve Fund contains the Required Reserve Amount, the obligation to maintain the Required Reserve Amount has been suspended pursuant to subsection (d) below or any cash is replaced with a Reserve Fund Obligation pursuant to subsection (c) below, the City may, at its option, withdraw all surplus funds in the Reserve Fund and deposit such surplus in the Interest and Sinking Fund or otherwise use such amount in any manner permitted by law.

(c) A Reserve Fund Obligation issued in an amount equal to all or part of the Required Reserve Amount for the Bonds and the Outstanding Parity Obligations may be used in lieu of

depositing cash into the Reserve Fund. In addition, a Reserve Fund Obligation may be substituted for monies and investments in the Reserve Fund if the substitution of the Reserve Fund Obligation will not, in and of itself, cause any ratings then assigned to the Bonds and the Outstanding Parity Obligations by any Rating Agency to be lowered and the ordinance authorizing the substitution of the Reserve Fund Obligation for all or part of the Required Reserve Amount contains a finding that such substitution is cost effective.

(d) Notwithstanding anything to the contrary contained herein, the requirement set forth in subsection (a) above to maintain the Required Reserve Amount in the Reserve Fund shall be suspended for such time as the Net Revenues for each Fiscal Year are equal to at least 1.35 times the Average Annual Debt Service Requirements. In the event that the Net Revenues for any Fiscal Year are less than 1.35 times the Average Annual Debt Service Requirements, the City will be required to commence making Required Reserve Fund Deposits, as provided in subsection (b) above, and to continue such Required Reserve Fund Deposits until the earlier of (i) such time as the Reserve Fund contains the Required Reserve Amount or (ii) the Net Revenues in each of two consecutive years have been equal to not less than 1.35 times the Average Annual Debt Service Requirements.

(e) A Reserve Fund Obligation permitted under (a) above, must be in the form of a surety bond or insurance policy meeting the requirements described below.

(1) (i) A surety bond or insurance policy issued to a paying agent/registrar for the Parity Obligations, as agent of the Holders, by a company licensed to issue an insurance policy guaranteeing the timely payment of debt service on the Parity Obligations (a "municipal bond insurer") if the claims paying ability of the issuer thereof shall be rated "AAA" or "Aaa", respectively, by S&P or Moody's, or (ii) a surety bond or insurance policy issued to a paying agent/registrar for the Parity Obligations, as agent of the Holders, by an entity other than a municipal bond insurer, if the form and substance of such instrument and the issuer thereof shall be approved in writing by each Bond Insurer of record.

(2) The obligation to reimburse the issuer of a Reserve Fund Obligation for any claims or draws upon such Reserve Fund Obligation in accordance with its terms, including expenses incurred in connection with such claims or draws, to the extent permitted by law, (a Reserve Fund Obligation Payment) shall be made from the deposits made to the Reserve Fund as provided in this Section and in Section 10. The Reserve Fund Obligation shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the issuer of the Reserve Fund Obligation to reimbursement will be subordinated to the cash replenishment of the Reserve Fund to an amount equal to the difference between the full original amount available under the Reserve Fund Obligation and the amount then available for further draws or claims. In the event (a) the issuer of a Reserve Fund Obligation becomes insolvent, or (b) the issuer of a Reserve Fund Obligation defaults in its payment obligations thereunder, or (c) the claims paying ability of the issuer of the insurance policy or surety bond falls below "AAA" or "Aaa," by S&P and Moody's, respectively, the obligation to reimburse the issuer of the

Reserve Fund Obligation shall be subordinated to the cash replenishment of the Reserve Fund.

(3) In the event (a) the revolving reinstatement feature described in the preceding paragraph is suspended or terminated, or (b) the rating of the claims paying ability of the issuer of the surety bond or insurance policy falls below "AAA" or "Aaa," by S&P and Moody's, respectively, the City shall either (i) deposit into the Reserve Fund, in accordance with this Section and Section 10, an amount sufficient to cause the cash or investments credited to the Reserve Fund to accumulate to the Required Reserve Amount, or (ii) replace such instrument with a surety bond or insurance policy meeting the requirements of 1 and 2 above, within six months of such occurrence. In the event (a) the rating of the claims-paying ability of the issuer of the surety bond or insurance policy falls below "A" by S&P and Moody's, or (b) the issuer of the Reserve Fund Obligation defaults in its payment obligations hereunder, or (c) the issuer of the Reserve Fund Obligation becomes insolvent, the City shall either (i) deposit into the Reserve Fund, in accordance with this Section, amounts sufficient to cause the cash or investments on deposit in the Reserve Fund to accumulate to the Required Reserve Amount, or (ii) replace such instrument with a surety bond or insurance policy meeting the requirements of 1 and 2 above within six months of such occurrence.

(4) The Paying Agent/Registrar shall ascertain the necessity for a claim or draw upon any Reserve Fund Obligation and provide notice to the issuer of the Reserve Fund Obligation in accordance with its terms not later than three days (or such appropriate time period as will, when combined with the timing of required payment under the Reserve Fund Obligation, ensure payment under the Reserve Fund Obligation on or before the interest payment date) prior to each date upon which the principal of or interest on the Parity Obligations will be due.

It is recognized that a Reserve Fund Obligation may be issued which is payable only with respect to a part of the Bonds and the Outstanding Parity Obligations with the remainder of the Required Reserve Amount being satisfied by monies and investments and in that case any draws upon the Reserve Fund will have to be made on a pro-rata basis to ensure that every Parity Obligation enjoys an equal amount of security. Therefore, (i) draws upon one or more such Reserve Fund Obligations shall be made on a pro-rata basis with cash and investments available in the Reserve Fund and (ii) deposits and credits to the Reserve Fund to restore it to the Required Reserve Amount shall be utilized on a pro-rata basis to pay Reserve Fund Obligation Payments to reimburse the issuers of the Reserve Fund Obligations, thus restoring that part of the Required Reserve Amount, and to restore with cash and investments the balance of the Required Reserve Amount.

Section 13. EXCESS BOND PROCEEDS. Any proceeds of Parity Obligations not required to effectuate the purposes for which such Parity Obligations were issued, as provided in the respective ordinances authorizing the issuance of such Parity Obligations, or for the payment of the costs of issuance of such Parity Obligations shall be deposited and credited to the Interest and Sinking Fund and shall be taken into consideration and shall reduce the amount of semi-annual deposits and credits to the Interest and Sinking Fund from the Pledged Revenues or used to redeem or purchase the Parity Obligations from which such excess proceeds are related.

Section 14. DEFICIENCIES - EXCESS PLEDGED OR NET REVENUES. (a) If on any occasion there shall not be sufficient Pledged Revenues (after making all payments pertaining to all Parity Obligations) to make the required deposits and credits to the Interest and Sinking Fund and the Reserve Fund, then such deficiency shall be cured as soon as possible from the next available unallocated Pledged Revenues, or from any other sources available for such purpose, and such deposits and credits shall be in addition to the amounts otherwise required to be deposited and credited to these Funds.

(b) Subject to making the deposits and credits required by this Ordinance, or any ordinances authorizing the issuance of Additional Parity Obligations, or the payments and credits required by the provisions of the ordinances authorizing the issuance of Subordinate Lien Obligations hereafter issued by the City, the excess Net Revenues may be used for any lawful purpose.

Section 15. INVESTMENT OF FUNDS - VALUATION - TRANSFER OF INVESTMENT INCOME. (a) Money in the Revenue Fund, the Interest and Sinking Fund and the Reserve Fund may, at the option of the City, be invested in Permitted Investments; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any fund will be available at the proper time or times. All such investments shall be valued in terms of current market value no less frequently than the last business day of the City's Fiscal Year, except that any direct obligations of the United States of America - State and Local Government Series shall be continuously valued at their par value or principal face amount. Any obligation in which money is so invested shall be kept and held at the Depository, except as otherwise permitted by the laws applicable to the City. For purposes of maximizing investment returns, money in such funds may be invested, together with money in other funds or with other money of the City, in common investments of the kind described above, or in a common pool of such investments held by the City or its designated agent, 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 are held by or on behalf of each such fund. If necessary, such investments shall be promptly sold to prevent any default.

(b) All interest and income derived from such investments (other than interest and income derived from amounts credited to the Reserve Fund if the Reserve Fund does not contain the Required Reserve Amount) shall be credited to the Revenue Fund semi-annually and shall constitute Gross Revenues.

Section 16. PAYMENT OF PARITY OBLIGATIONS. While any of the Parity Obligations are outstanding, the City shall transfer to the respective paying agent/registrar therefor, from funds on deposit in and credited to the Interest and Sinking Fund, and, if necessary, in the Reserve Fund, amounts sufficient to fully pay and discharge promptly the interest on and principal of the Parity Obligations as shall become due on each interest or principal payment date, or date of redemption of the Parity Obligations; such transfer of funds must be made in such manner as will cause immediately available funds to be deposited with each respective paying agent/registrar

for the Parity Obligations not later than the business day next preceding the date such payment is due on the Parity Obligations. The Paying Agent/Registrar shall destroy all paid Parity Obligations for which it serves as paying agent/registrar and furnish the City with an appropriate certificate of cancellation or destruction.

Section 17. RATES AND CHARGES. For the benefit of the Holders of the Parity Obligations and in addition to all provisions and covenants in the laws of the State of Texas and in this Ordinance, the City hereby expressly stipulates and agrees, while any of the Parity Obligations are outstanding, to establish and maintain rates and charges for facilities and services afforded by the System that are reasonably expected, on the basis of available information and experience and with due allowance for contingencies, to produce Gross Revenues in each Fiscal Year reasonably anticipated to be sufficient:

A. to pay Maintenance and Operating Expenses;

B. to produce Pledged Revenues at least equal to the greater of 1.25 times the Average Annual Debt Service Requirements or 1.10 times the Maximum Annual Debt Service Requirements;

C. to produce Pledged Revenues in amounts sufficient to enable the City to make the deposits and credits, if any, from Pledged Revenues (i) to the Reserve Fund to restore the Required Reserve Amount in accordance with Section 12 of this Ordinance, including the payment of any Reserve Fund Obligation Payment then due, and (ii) to other reserve funds to establish or restore the reserve securing any issue or series of Additional Parity Obligations;

D. to produce Pledged Revenues, together with any other lawfully available funds (including the proceeds of Debt which the City expects will be utilized to pay all or part of the principal of and/or interest on any obligations described in this subsection D), sufficient to pay the principal of and interest on any Subordinate Lien Obligations issued by the City and the amounts required to be deposited in any reserve or contingency fund created for the payment and security of the Subordinate Lien Obligations and any other obligations or evidences of indebtedness issued or incurred that are payable from, in whole or in part, a subordinate lien on and pledge of the Pledged Revenues; and

E. to pay any other Debt payable from the Pledged Revenues and/or secured by a lien on the Pledged Revenues.

Should the annual audit report required by Section 19 hereof reflect that the Pledged Revenues for the Fiscal Year covered thereby were less than necessary to meet the requirements of this Section, the City Council will review the operations of the System and the rates and charges for services provided, and the City Council will make the necessary adjustments or revisions, if any, in order that the Pledged Revenues for the succeeding year will be sufficient to satisfy the foregoing coverage requirements.

Section 18. GENERAL COVENANTS. The City further covenants and agrees that in accordance with and to the extent required or permitted by law:

(a) Performance. It will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in any ordinance authorizing the issuance of Parity Obligations, including this Ordinance, and in each and every Parity Obligation; it will promptly pay or cause to be paid the principal of and interest on every Parity Obligation on the dates and in the places and manner prescribed in such ordinances and obligations; and it will, at the times and in the manner prescribed, deposit and credit or cause to be deposited and credited the amounts required to be deposited and credited to the Interest and Sinking Fund and the Reserve Fund.

(b) City's Legal Authority. It is a duly created and existing home rule city of the State of Texas, and is duly authorized under the laws of the State of Texas to create and issue the Bonds; that all action on its part for the creation and issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the Holders thereof are and will be valid and enforceable special obligations of the City in accordance with their terms.

(c) Title. It has or will obtain lawful title to the lands, buildings, structures and facilities constituting the System, that it warrants that it will defend the title to all the aforesaid lands, buildings, structures and facilities, and every part thereof, for the benefit of the Holders of the Bonds, the Previously Issued Parity Obligations and Additional Parity Obligations, against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues to the payment of the Bonds, the Previously Issued Parity Obligations and Additional Parity Obligations in the manner prescribed herein, and has lawfully exercised such rights.

(d) Liens. It will from time to time and before the same become delinquent pay and discharge all taxes, assessments and governmental charges, if any, which shall be lawfully imposed upon it, or the System; it will pay all lawful claims for rents, royalties, labor, materials and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and it will not create or suffer to be created any mechanic's, laborer's, materialman's or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the City.

(e) Operation of System; No Free Service. It will, while the Parity Obligations are outstanding and unpaid, continuously and efficiently operate the System, and shall maintain the System in good condition, repair and working order, all at reasonable cost. No free service of the System shall be allowed, and should the City or any of its agencies or instrumentalities make use of the services and facilities of the System, payment of the reasonable value shall be made by the City out of funds from sources other than the Gross Revenues of the System, unless made from surplus or excess Pledged Revenues as permitted in Section 14.

(f) Further Encumbrance. While the Parity Obligations are outstanding and unpaid, it will not additionally encumber the Pledged Revenues in any manner, except as permitted in this Ordinance in connection with Additional Parity Obligations, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants and agreements of this Ordinance; but the right of the City to issue or incur obligations payable from a subordinate lien on the Pledged Revenues is specifically recognized and retained.

(g) Sale or Disposal of Property. While the Parity Obligations are outstanding and unpaid, it will not sell, convey, mortgage, encumber, lease or in any manner transfer title to, or otherwise dispose of the System, or any significant or substantial part thereof; provided that whenever the City deems it necessary to dispose of any other property, machinery, fixtures or equipment, it may sell or otherwise dispose of such property, machinery, fixtures or equipment when it has made arrangements to replace the same or provide substitutes therefor, unless it is determined that no such replacement or substitute is necessary; and, provided further, that the City retains the right to sell, convey, mortgage, encumber, lease or otherwise dispose of any significant or substantial part of the System if (i) the City Manager delivers a certificate to the City Council to the effect that, following such action by the City, the System is expected to produce Gross Revenues in amounts sufficient in each Fiscal Year while any of the Parity Obligations are to be outstanding to comply with the obligations of the City contained in this Ordinance and in the ordinances authorizing the issuance of Additional Parity Obligations; (ii) the City Council makes a finding and determination to the same effect as the certificate of the City Manager set forth in (i) above and (iii) each Rating Agency then maintaining a rating on any Parity Obligation delivers a letter to the City to the effect that such sale, conveyance, mortgage, encumbrance, lease or other disposition will not cause the Rating Agency to withdraw or lower the rating then in effect. Proceeds from any sale hereunder not used to replace or provide for substitution of such property sold, shall be used for improvements to the System or to purchase or redeem Parity Obligations.

(h) Insurance. (1) It shall cause to be insured such parts of the System as would usually be insured by municipal corporations operating like properties, with a responsible insurance company or companies, against risks, accidents or casualties against which and to the extent insurance is usually carried by municipal corporations operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the City Attorney of the City gives a written opinion to the effect that the City is not liable for claims which would be protected by such insurance. At any time while any contractor engaged in construction work shall be fully responsible therefor, the City shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the Holders and their representatives at all reasonable times. Upon the happening of any loss or damage covered by insurance from one or more of said causes, the City shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the City. The proceeds of insurance covering such property are hereby pledged as security for the Parity Obligations and, together with any other funds necessary and available for such purpose, shall be used forthwith by the City for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the System shall be used promptly as follows:

(i) for the redemption prior to maturity of the Parity Obligations, ratably in the proportion that the Outstanding principal of each series of Parity Obligations bears to the total Outstanding principal of all Parity Obligations, provided that if on any such occasion the principal of any such series is not subject to redemption, it shall not be regarded as Outstanding in making the foregoing computation; or

(ii) if none of the Outstanding Parity Obligations is subject to redemption, then for the purchase on the open market and retirement of said Parity Obligations in the same proportion as prescribed in the foregoing clause (i), to the extent practicable; provided that the purchase price for any Parity Obligation shall not exceed the redemption price of such Parity Obligation on the first date upon which it becomes subject to redemption; or

(iii) to the extent that the foregoing clauses (i) and (ii) cannot be complied with at the time, the insurance proceeds, or the remainder thereof, shall be deposited in a special and separate trust fund, at an official depository of the City, to be designated the Insurance Account. The Insurance Account shall be held until such time as the foregoing clauses (i) and/or (ii) can be complied with, or until other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required, whichever of said events occurs first.

(2) The foregoing provisions of (1) above notwithstanding, the City shall have authority to enter into coinsurance or similar plans where risk of loss is shared in whole or in part by the City.

(3) The annual audit hereinafter required shall contain a section commenting on whether or not the City has complied with the requirements of this Section with respect to the maintenance of insurance, and listing all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(4) The payment of premiums for all insurance policies required under the provisions hereof and the costs associated with the maintenance of any self-insurance program shall be considered Maintenance and Operating Expenses. Nothing in this Ordinance shall be construed as requiring the City to expend any funds which are derived from sources other than the operation of the System, but nothing herein shall be construed as preventing the City from doing so.

(i) Governmental Agencies. It will comply with all of the terms and conditions of any and all franchises, permits and authorizations applicable to or necessary with respect to the System, and which have been obtained from any governmental agency; and the City has or will obtain and keep in full force and effect all franchises, permits, authorization and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation and maintenance of the System.

(j) No Competition. It will not grant any franchise or permit for the acquisition, construction or operation of any competing facilities which might be used as a substitute for the System's facilities and, to the extent that it legally may, the City will prohibit any such competing facilities. Notwithstanding the foregoing, the City retains the right, however, to "opt in" to electric competition in accordance with State law if "opting in" will not materially adversely impact the Net Revenues of the System as evidenced by a certification of the City Manager.

(k) Disaggregation of System. The City retains the right to disaggregate the System into one or more independent resulting systems if (i) the City Manager delivers a certificate to the City Council to the effect that, following such action by the City, the remaining System is expected to produce Gross Revenues in amounts sufficient in each Fiscal Year while any of the Parity Obligations are to be outstanding to comply with the obligations of the City contained in this Ordinance and in the ordinances authorizing the Previously Issued Parity Obligations and the issuance of Additional Parity Obligations; (ii) the City Council makes a finding and determination to the same effect as the certificate of the City Manager set forth in (i) above and (iii) each Rating Agency then maintaining a rating on any Parity Obligation delivers a letter to the City to the effect that such disaggregation will not cause the Rating Agency to withdraw or lower the rating then in effect on the Outstanding Parity Obligations.

Section 19. RECORDS AND ACCOUNTS - ANNUAL AUDIT. The City covenants and agrees that so long as any of the Parity Obligations remain Outstanding, the City will keep and maintain a separate and complete system of records and accounts pertaining to the operations of the System in which full, complete, true, proper, and correct entries shall be made of all dealings, transactions, business and affairs relating thereto, or which in any way affect or pertain to the System or the Gross Revenues or the Net Revenues thereof, as provided by generally accepted accounting principles, consistently applied, and by Sections 1502.067 and 1502.068, Texas Government Code, as amended, or other applicable law. The Holders of the Parity Obligations or any duly authorized agent or agents of such Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that, following the close of each Fiscal Year, the City will cause an audit report of such records and accounts to be made by an Accountant. Copies of each annual audit shall be made available for public inspection during normal business hours at the City's principal office and the City Secretary's office and may be furnished to, upon written request, any Holder of Parity Obligations upon payment of the reasonable copying and mailing charges. Expenses incurred in making the annual audit of the operations of the System shall be considered as Maintenance and Operating Expenses.

Section 20. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE TAX-EXEMPT BONDS. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (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 Tax-Exempt Bonds or the projects financed or refinanced therewith (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 of the Tax-Exempt Bonds or the projects financed or refinanced 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 Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt 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 Tax-Exempt Bonds or the projects financed or refinanced 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" which 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 which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Tax-Exempt 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 which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Tax-Exempt 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 Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with --

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of refunding bonds, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.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 Tax-Exempt Bonds;

(7) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(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 Tax-Exempt 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 Tax-Exempt Bonds have 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.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. 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). 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. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax-Exempt 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 Tax-Exempt Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt 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 Tax-Exempt Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager, the Assistant City Manager or the Chief Financial Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds.

(d) Disposition of Project. The City covenants that the property constituting the projects financed or refinanced with the proceeds of the Tax-Exempt Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status

of the Tax-Exempt Bonds. For purpose of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt 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 an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 21. CONTINUING DISCLOSURE UNDERTAKING. The Pricing Officer shall designate in the Pricing Certificate whether or not the provisions of this Section with respect to the City's continuing disclosure undertaking will apply to the Bonds. In the event the Pricing Officer affirmatively elects that the City will make a continuing disclosure undertaking pursuant to the Rule in connection with the issuance of the Bonds, the following provisions shall be effective with respect to the Bonds, unless modified by the Pricing Officer in the Pricing Certificate as necessary to facilitate the sale of the Bonds:

(a) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2026, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by this Ordinance, being information of the type described in the Pricing Certificate, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) Event Notices. The City shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

(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 Internal Revenue Service 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 of the Bonds, 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 City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, 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; and

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City 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 City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City 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 City and (b) the City intends the words used in the immediately preceding

paragraphs (15) and (16) and the definition of Financial Obligation in this Section 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.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City makes no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY 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 THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, 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.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed

circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 22. ISSUANCE OF ADDITIONAL PARITY OBLIGATIONS. (a) The City shall have the right and power at any time and from time to time and in one or more series or issues, to authorize, issue and deliver additional parity revenue bonds or other obligations (herein called "Additional Parity Obligations"), in accordance with law, in any amounts, for purposes of extending, improving or repairing the System or for the purpose of refunding of any Parity Obligations, Subordinate Lien Obligations or other obligations of the City incurred in connection with the ownership or operation of the System. Such Additional Parity Obligations, if and when authorized, issued and delivered in accordance with this Ordinance, shall be secured by and made payable equally and ratably on a parity with all other Outstanding Parity Obligations, from the lien on and pledge of the Pledged Revenues herein granted.

(b) The Interest and Sinking Fund shall secure and be used to pay all Parity Obligations. Each ordinance under which Additional Parity Obligations are issued shall provide and require that, in addition to the amounts required by the provisions of this Ordinance and the provisions of any other ordinance or ordinances authorizing the Previously Issued Parity Obligations and Additional Parity Obligations to be deposited to the credit of the Interest and Sinking Fund, the City shall deposit to the credit of the Interest and Sinking Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Parity Obligations then being issued, as the same come due.

(c) The City may create and establish a reserve fund pursuant to the provisions of any ordinance authorizing the issuance of Additional Parity Obligations for the purpose of securing that particular issue or series of Parity Obligations or any specific group of issues or series of Parity Obligations and the amounts once deposited or credited to said reserve funds shall no longer constitute Net Revenues and shall be held solely for the benefit of the Holders of the particular Parity Obligations for which such reserve fund was established. Each such reserve fund shall be designated in such manner as is necessary to identify the Parity Obligations it secures and to distinguish such reserve fund from the Reserve Fund and the reserve funds created for the benefit of other Parity Obligations.

Section 23. FURTHER REQUIREMENTS FOR ADDITIONAL PARITY OBLIGATIONS. That Additional Parity Obligations shall be issued only in accordance with this Ordinance, but notwithstanding any provisions of this Ordinance to the contrary, no installment, Series or issue of Additional Parity Obligations shall be issued or delivered unless:

(a) The City Manager and the City Secretary of the City sign a written certificate to the effect that the City is not in default as to any covenant, condition or obligation in connection with all Outstanding Parity Obligations, and the ordinances authorizing same, and that the Interest and Sinking Fund, the Reserve Fund and any reserve fund securing any other series or issue of Parity Obligations each contains the amount then required to be therein.

(b) An Accountant signs and delivers to the City a written certificate to the effect that, during either the next preceding Fiscal Year, or any twelve consecutive calendar month period ending not more than ninety days prior to the date of the then proposed Additional Parity Obligations, the Net Earnings were, in the opinion thereof, at least equal to the sum of 1.25 times the Average Annual Debt Service Requirements (computed on a Fiscal Year basis), including Amortization Installments, of the Parity Obligations and the Additional Parity Obligations to be outstanding after the issuance of the then proposed Additional Parity Obligations and 1.10 times the average annual debt service requirement (computed in the same manner as for Parity Obligations) of the Subordinate Lien Obligations to be outstanding after the issuance of the then proposed Additional Parity Obligations.

(c) In making a determination of Net Earnings for any of the purposes described in this Section, the Accountant may take into consideration a change in the rates and charges for services and facilities afforded by the System that became effective at least 60 days prior to the last day of the period for which Net Earnings are determined and, for purposes of satisfying the Net Earnings tests described above, make a pro forma determination of the Net Earnings of the System for the period of time covered by said Accountant's certification or opinion based on such change in rates and charges being in effect for the entire period covered by said Accountant's certificate or opinion.

As used in this Section, the term "Net Earnings" shall mean the Gross Revenues of the System after deducting the Maintenance and Operating Expenses of the System but not expenditures which, under standard accounting practice, should be charged to capital expenditures.

Section 24. ISSUANCE OF SUBORDINATE LIEN OBLIGATIONS. The City hereby reserves the right to issue, at any time, obligations including, but not limited to, Subordinate

Lien Obligations, payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Net Revenues, subordinate and inferior in rank and dignity to the lien on and pledge of such Net Revenues securing the payment of the Parity Obligations, as may be authorized by the laws of the State of Texas.

Section 25. ISSUANCE OF SPECIAL PROJECT OBLIGATIONS. Nothing in this Ordinance shall be construed to deny the City the right and it shall retain, and hereby reserves unto itself, the right to issue Special Project obligations secured by liens on and pledges of revenues and proceeds derived from Special Projects.

Section 26. LIMITED OBLIGATIONS OF THE CITY. The Parity Obligations are limited, special obligations of the City payable from and equally and ratably secured solely by a first lien on and pledge of the Pledged Revenues, and the Holders thereof shall never have the right to demand payment of the principal or interest on the Parity Obligations from any funds raised or to be raised through taxation by the City.

Section 27. SECURITY FOR FUNDS. All money on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

Section 28. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an "Event of Default"

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or

in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 29. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall

be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the Pledged Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 30. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter D of Chapter 1201, Texas Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 5(a) of this Ordinance for Bonds issued in exchange for other Bonds.

Section 31. AMENDMENT OF ORDINANCE. (a) The Bond Insurer, if any, and the Holders of the Parity Obligations aggregating a majority in principal amount of the aggregate principal amount of then Outstanding Parity Obligations shall have the right from time to time to approve any amendment to this Ordinance which may be deemed necessary or desirable by the City, provided, however, that without the consent of the Bond Insurer and the Holders of all of the

effected Parity Obligations at the time outstanding, nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Ordinance or in the Parity Obligations so as to:

(1) Make any change in the maturity of the Outstanding Parity Obligations;

(2) Reduce the rate of interest borne by any of the Outstanding Parity Obligations;

(3) Reduce the amount of the principal payable on the Outstanding Parity Obligations;

(4) Modify the terms of payment of principal of or interest on the Outstanding Parity Obligations or impose any conditions with respect to such payment;

(5) Affect the rights of the Holders of less than all of the Parity Obligations then Outstanding;

(6) Change the minimum percentage of the principal amount of Parity Obligations necessary for consent to such amendment.

(b) If at any time the City shall desire to amend this Ordinance under this Section, the City shall cause notice of the proposed amendment to be delivered to the Bond Insurer and published in a financial newspaper or journal of general circulation in The City of New York, New York, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file for inspection by all Holders of Parity Obligations at the designated trust office of the registrar for such Parity Obligations. Such publication is not required, however, if notice in writing is given to each Holder of the Parity Obligations.

(c) Whenever at any time not less than thirty days, and within one year, from the date of the first publication of said notice or other service of written notice the City shall receive an instrument or instruments executed by the Holders of at least a majority in aggregate principal amount of all Parity Obligations then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file with the Paying Agent/Registrar, the City Council may pass the amendatory ordinance in substantially the same form.

(d) Upon the passage of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties and obligations under this Ordinance of the City and all the Holders of then outstanding Parity Obligations shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) Any consent given by the registered owner of a Parity Obligation pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all

future Holders of the same Parity Obligation during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the Holder who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent and the City, but such revocation shall not be effective if the Holders of at least a majority in aggregate principal amount of the then outstanding Parity Obligations as in this Section defined have, prior to the attempted revocation, consented to and approve the amendment.

(f) For the purpose of this Section, the fact of the holding of Parity Obligations issued in registered form without coupons and the amounts and numbers of such Parity Obligations and the date of their holding same shall be proved by the Security Register of the paying agent/registrar for such Parity Obligations. For purposes of this Section, the holder of a Parity Obligation in such registered form shall be the owner thereof as shown on such Security Register. The City may conclusively assume that such ownership continues until written notice to the contrary is served upon the City.

(g) The foregoing provisions of this Section notwithstanding, the City by action of the City Council may amend this Ordinance for any one or more of the following purposes:

(1) To add to the covenants and agreements of the City in this Ordinance contained, other covenants and agreements thereafter to be observed, grant additional rights or remedies to bondholders or to surrender, restrict or limit any right or power herein reserved to or conferred upon the City;

(2) To make such provisions for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained in this Ordinance, or in regard to clarifying matters or questions arising under this Ordinance, as are necessary or desirable and not contrary to or inconsistent with this Ordinance and which shall not adversely affect the interests of the Holders of the Parity Obligations;

(3) To make any changes or amendments requested by any Rating Agency, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the City, materially adversely affect the interests of the owners of the outstanding Parity Obligations;

(4) To make such changes, modifications or amendments as may be necessary or desirable, which shall not adversely affect the interests of the owners of the outstanding Parity Obligations, in order, to the extent permitted by law, to facilitate the economic and practical utilization of credit agreements with respect to the Parity Obligations including, without limitation, supplementing the definition of "Annual Debt Service Requirements" to address the amortization of payments due and owing under a credit agreement;

(5) To modify any of the provisions of this Ordinance in any other respect whatever, provided that (i) such modification shall be, and be expressed to be, effective only after all Parity Obligations outstanding at the date of the adoption of such modification shall cease to be outstanding, and (ii) such modification shall be specifically referred to in the text of all Additional Parity Obligations issued after the date of the adoption of such modification.

Notice of any such amendment may be published or given by the City in the manner described in subsection (b) of this Section; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory ordinance and the failure to publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory ordinance.

Section 32. CUSTODY, APPROVAL AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, BOND INSURANCE AND CUSIP NUMBERS. The Mayor or Mayor Pro-Tem of the City is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such certificate. The approving legal opinion of the City's Bond Counsel (with an appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary or the Deputy City Secretary of the City), a statement regarding any insurance policy and the assigned CUSIP numbers, if any, may, at the option of the City, be printed on or attached to the Bonds issued and delivered under this Ordinance, but such additions or attachments shall not have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds.

All officers of the City are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with any applicable purchase agreement between the City and the initial purchaser of the Bonds. The Pricing Officer is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar. After registration by the Comptroller of Public Accounts of the State of Texas, delivery of the Bonds shall be made to the purchaser under and subject to the general supervision and direction of the Pricing Officer, against receipt by the City of all amounts due to the City under the terms of sale.

The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser 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 initial purchaser. 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 or the City Manager and the Mayor or the City Manager is hereby authorized to execute such engagement letter. Additionally, a closing instruction letter executed by the City Manager or its Chief Financial Officer shall further provide for the fees and expenses to be paid for such bond counsel services.

Section 33. APPROVAL OF OFFERING DOCUMENTS, AND PAYING AGENT/REGISTRAR AGREEMENT. The Pricing Officer is hereby authorized to approve a Preliminary Official Statement, an Official Statement relating to the Bonds and any addenda, supplement or amendment thereto and to deem such documents final in accordance with the Rule, if the Bonds are sold in a public offering. The City further approves the distribution of such Official Statement in the reoffering of the Bonds by the underwriters or initial purchasers in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

The Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar ("Paying Agent Agreement") in substantially the form and substance previously approved by the City Council in connection with previous transactions is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement as necessary. The Pricing Officer is hereby authorized to select an eligible bank, trust company, financial institution, or other eligible entity act as paying agent and registrar for the Bonds in accordance with the terms of this Ordinance.

Section 34. INSURANCE PROVISIONS. In connection with the sale of the Bonds, the City may obtain municipal bond insurance policies from one or more recognized municipal bond insurance organizations (the "Bond Insurer" or "Bond Insurers") to guarantee the full and complete payment required to be made by or on behalf of the City on the Bonds. The Pricing Officer is hereby authorized to sign a commitment letter or insurance agreement with the Bond Insurer or Bond Insurers and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds to the underwriter out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as the Pricing Officer may deem appropriate. Printing on the Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Bond Insurer and the Pricing Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Bond Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Ordinance.

Section 35. ABILITY TO SELL BONDS BY PRIVATE PLACEMENT. Notwithstanding anything else in this Ordinance to the contrary, in the event that the Pricing Officer determines that it is in the best interest of the City, the Pricing Officer may elect to sell the Bonds by a private placement to a financial institution or other purchaser. In the event the Bonds are sold in such a private placement, the Pricing Officer may elect to have the purchaser deliver an investment letter approved by the City's bond counsel as the bond purchase agreement contemplated by this Ordinance and the Pricing Officer is hereby authorized to sign such investment letter. In the event such investment letter contains customary representations that the purchaser is a sophisticated investor purchasing the Bonds without an intent to resell the Bonds and has received sufficient disclosure from the City, the Bonds may be sold in such a private placement without the Official Statement contemplated by this Ordinance. The Pricing Certificate executed with respect to such a private placement may also provide for a Form of Bond which requires a single Bond with an authorized denomination in the aggregate principal amount of the

Bond that is payable in annual principal installments. The Pricing Officer may also elect in the Pricing Certificate for such a private placement to modify the continuing disclosure requirements set forth in Section 21 hereof as necessary and customary for such a private placement transaction.

Section 36. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on any Parity Obligations or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Parity Obligations.

Section 37. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, any insurance commitment letter or insurance policy and the Official Statement. In addition, prior to the initial delivery of the Bonds, the Mayor, the City Manager or Assistant City Manager, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 38. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance 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. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Bonds.

Section 39. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 40. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Registered Owners of the Bonds, any right, remedy or claim under or by

reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the Registered Owners of the Bonds.

Section 41. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 42. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 43. EFFECTIVE DATE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 44. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of revenues granted by the City under Section 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of revenues granted by the City under Section 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 45. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) $9,500, provided that such fee shall not be less than $750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

Section 46. ELECTRONIC SIGNATURES. The Mayor or Mayor Pro-Tem and the City Secretary hereby authorize the use of their electronic signatures in connection with the offering and sale of the Bonds and hereby authorize the City's Financial Advisor and City Attorney to use such electronic signatures in connection with the offering and sale of the Bonds.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on the 28th day of April, 2026.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor
City of Georgetown, Texas

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

[Sig Pg]

EXHIBIT A

As used in this Ordinance, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Accountant*" means an independent certified public accountant or accountants or a firm of an independent certified public accountants, in either case, with demonstrated expertise and competence in public accountancy.

"*Additional Parity Obligations*" means bonds, notes, warrants, certificates of obligation, contractual obligations or other Debt which the City reserves the right to issue or enter into, as the case may be, in the future under the terms and conditions provided in Sections 22 and 23 of this Ordinance and which obligations are equally and ratably secured solely by a first lien on and pledge of the Pledged Revenues on a parity with the outstanding Parity Obligations and the Bonds.

"*Amortization Installment*" means, with respect to any Term Bonds of any series of Parity Obligations, the amount of money which is required to be deposited into a mandatory redemption account for retirement of such Term Bonds (whether at maturity or by mandatory redemption and including redemption premium, if any) provided that the total Amortization Installments for such Term Bonds shall be sufficient to provide for retirement of the aggregate principal amount of such Term Bonds.

"*Annual Debt Service Requirements*" means, as of the date of calculation, the principal of and interest on all Parity Obligations coming due at Maturity or Stated Maturity (or that could come due on demand of the owner thereof other than by acceleration or other demand conditioned upon default by the City on such Debt, or be payable in respect of any required purchase of such Debt by the City) in such Fiscal Year, and, for such purposes, any one or more of the following rules shall apply at the election of the City:

(1) Balloon Debt. If the principal (including the accretion of interest resulting from original issue discount or compounding of interest) of any series or issue of Funded Debt due (or payable in respect of any required purchase of such Funded Debt by the City) in any Fiscal Year either is equal to at least 25% of the total principal (including the accretion of interest resulting from original issue discount or compounding of interest) of such Funded Debt or exceeds by more than 50% the greatest amount of principal of such series or issue of Funded Debt due in any preceding or succeeding Fiscal Year (such principal due in such Fiscal Year for such series or issue of Funded Debt being referred to herein and throughout this Ordinance as "Balloon Debt"), the amount of principal of such Balloon Debt taken into account during any Fiscal Year shall be equal to the debt service calculated using the original principal amount of such Balloon Debt amortized over the Term of Issue on a level debt service basis at an assumed interest rate equal to the rate borne by such Balloon Debt on the date of calculation;

(2) Consent Sinking Fund. In the case of Balloon Debt, if a Designated Financial Officer shall deliver to the City a certificate providing for the retirement of (and the instrument creating such Balloon Debt shall permit the retirement of), or for the

accumulation of a sinking fund for (and the instrument creating such Balloon Debt shall permit the accumulation of a sinking fund for), such Balloon Debt according to a fixed schedule stated in such certificate ending on or before the Fiscal Year in which such principal (and premium, if any) is due, then the principal of (and, in the case of retirement, or to the extent provided for by the sinking fund accumulation, the premium, if any, and interest and other debt service charges on) such Balloon Debt shall be computed as if the same were due in accordance with such schedule, provided that this clause (2) shall apply only to Balloon Debt for which the installments previously scheduled have been paid or deposited to the sinking fund established with respect to such Debt on or before the times required by such schedule; and provided further that this clause (2) shall not apply where the City has elected to apply the rule set forth in clause (1) above;

(3) Prepaid Debt. Principal of and interest on Bonds and Additional Parity Obligations, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Fiscal Year for which such principal or interest are payable from funds on deposit or set aside in trust for the payment thereof at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust) with a financial institution acting as fiduciary with respect to the payment of such Debt; and

(4) Variable Rate. As to any Parity Obligations that bear interest at a variable interest rate which cannot be ascertained at the time of calculation of the Annual Debt Service Requirement then, at the option of the City, either (A) an interest rate equal to the average rate borne by such Parity Obligations (or by comparable debt in the event that such Parity Obligations has not been outstanding during the preceding 24 months) for any 24 month period ending within 30 days prior to the date of calculation, or (B) an interest rate equal to the 30-year Revenue Bond Index (as most recently published in The Bond Buyer), shall be presumed to apply for all future dates, unless such index is no longer published in The Bond Buyer, in which case an index of revenue bonds with maturities of at least 20 years which is published in a financial newspaper or journal with national circulation may be used for this purpose (if two Series of Parity Obligations which bear interest at variable interest rate, or one or more maturities within a Series, of equal par amounts, are issued simultaneously with inverse floating interest rates providing a composite fixed interest rate for such Parity Obligations taken as a whole, such composite fixed rate shall be used in determining the Annual Debt Service Requirement with respect to such Parity Obligations);

With respect to any calculation of historic data, only those payments actually made in the subject period shall be taken into account in making such calculation and, with respect to prospective calculations, only those payments reasonably expected to be made in the subject period shall be taken into account in making the calculation.

"*Average Annual Debt Service Requirements*" means that average amount which, at the time of computation, will be required to pay the Annual Debt Service Requirements when due (either at Stated Maturity or mandatory redemption) and derived by dividing the total of such Annual Debt Service Requirements by the number of Fiscal Years then remaining before Stated

Maturity of such Parity Obligations. For the purposes of this definition, a fractional period of a Fiscal Year shall be treated as an entire Fiscal Year. Capitalized interest payments provided from bond proceeds, accrued interest on any Debt, and interest earnings thereon shall be excluded in making such computation.

"*Authorized Denominations*" means the denomination of $5,000 or any integral multiple thereof with respect to the Bonds; provided that if the Bonds are sold pursuant to a private placement, the Pricing Officer may determine in the Pricing Certificate that the Authorized Denomination for a Bond is its principal amount.

"Bond Insurer" means any entity that insures or guarantees the payment of principal and interest on any Bonds or the provider of a Reserve Fund Obligation.

"*Bonds*" means the Bonds and includes collectively all Taxable Bonds and Tax-Exempt Bonds initially issued and delivered pursuant to this Ordinance and the Pricing Certificate and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Book-Entry-Only System" means the book-entry system of bond registration provided in Section 5, or any successor system of book-entry registration.

"Cede & Co." means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"*City*" means the City of Georgetown, Texas, and where appropriate, the City Council.

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

"Debt" and *"Debt of the City payable from Pledged Revenues*" mean:

(1) all indebtedness payable from Pledged Revenues and/or Net Revenues incurred or assumed by the City for borrowed money and all other financing obligations of the System payable from Pledged Revenues and/or Net Revenues that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet; and

(2) all other indebtedness payable from Pledged Revenues and/or Net Revenues (other than indebtedness otherwise treated as Debt hereunder) for borrowed money or for the acquisition, construction or improvement of property or capitalized lease obligations pertaining to the System that is guaranteed, directly or indirectly, in any manner by the City, or that is in effect guaranteed, directly or indirectly, by the City through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property

or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise.

For the purpose of determining Debt, there shall be excluded any particular Debt if, upon or prior to the Maturity thereof, there shall have been deposited with the proper depository (a) in trust the necessary funds (or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption, or satisfaction of such Debt or (b) evidence of such Debt deposited for cancellation; and thereafter it shall not be considered Debt. No item shall be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements of the System in prior Fiscal Years.

"*Defeasance Securities*" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds. The foregoing notwithstanding, the Pricing Officer may elect in the Pricing Certificate to modify the definition of "Defeasance Securities" by eliminating any securities or obligations set forth in the preceding sentence upon determining that it is in the best interests of the City to do so.

"*Depository*" means one or more official depository banks of the City.

"*DTC*" means The Depository Trust Company, New York, New York and its successors and assigns.

"*DTC Participant*" means securities 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 among DTC Participants.

"*Designated Financial Officer*" means the chief financial officer of the City, or such other financial or accounting official of the City so designated by the City Council.

"*Federal Securities*" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

"*Financial Obligation*" means 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" means the twelve-month accounting period used by the City in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three-calendar year period.

"Funded Debt" means all Parity Obligations created or assumed by the City that mature by their terms (in the absence of the exercise of any earlier right of demand), or that are renewable at the option of the City to a date, more than one year after the original creation or assumption of such Debt by the City.

"Gross Revenues" and *"Gross Revenues of the City's System*" mean all revenues, income and receipts of every nature derived or received by the City from the operation and ownership of the System; including the interest income from investment or deposit of money in any Fund created by this Ordinance or maintained by the City in connection with the System; and any other revenues hereafter pledged to the payment of all Parity Obligations.

"Holder" or *"Holders"* means the registered owner, whose name appears in the Security Register, for any Parity Obligation.

"*Initial Bond*s" means the Bonds authorized, issued, and initially delivered as provided in Section 4 of this Ordinance.

"Interest and Sinking Fund" means the special Fund maintained by the provisions of Sections 8 and 11 of this Ordinance.

"*Maintenance and Operating Expenses*" means the reasonable and necessary expenses of operation and maintenance of the System as required by Section 1502.058, Texas Government Code, as amended, including all salaries, labor, materials, repairs and extensions necessary to render efficient service (but only such repairs and extensions as, in the judgment of the governing body of the City, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or conditions which would otherwise impair the Parity Obligations), and all payments under contracts now or hereafter defined as operating expenses by the Legislature of Texas. Depreciation shall never be considered as a Maintenance and Operating Expense. The definition includes a two-month reserve amount, as provided under Section 10 of this Ordinance.

"*Maturity*" means, when used with respect to any Debt, the date on which the principal of such Debt or any installment thereof becomes due and payable as therein provided, whether at the Stated Maturity thereof or by declaration of acceleration, call for redemption, or otherwise.

"*Maximum Annual Debt Service Requirements"* means the greatest requirements of Annual Debt Service Requirements (taking into account all mandatory principal redemption requirements) scheduled to occur in any future Fiscal Year or in the then current Fiscal Year for the particular obligations for which such calculation is made. Capitalized interest payments provided from Debt proceeds, accrued interest on any Debt, and interest earnings thereon shall be excluded in making such computation.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Net Revenues*" and "*Net Revenues of the City's System*" mean all Gross Revenues remaining after deducting the Maintenance and Operating Expenses.

"*Ordinance*" means this ordinance finally adopted by the City Council on April 28, 2026.

"Outstanding", when used with respect to Parity Obligations, means, as of the date of determination, all Parity Obligations theretofore delivered under this Ordinance and any ordinance authorizing Additional Parity Obligations, except:

(1) Parity Obligations theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;

(2) Parity Obligations deemed paid pursuant to the provisions of Section 29 of this Ordinance or any comparable section of any ordinance authorizing Additional Parity Obligations;

(3) Parity Obligations upon transfer of or in exchange for and in lieu of which other Parity Obligations have been authenticated and delivered pursuant to this Ordinance and any ordinance authorizing Additional Parity Obligations; and

(4) Parity Obligations under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"*Paying Agent/Registrar*" shall have the meaning set forth in Section 5(a) hereof.

"*Parity Obligations*" means the Bonds, the Previously Issued Parity Obligations and any Additional Parity Obligations hereafter issued by the City or obligations issued to refund any of the foregoing (as determined within the sole discretion of the City Council in accordance with applicable law) if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured by a first lien on and pledge of the Pledged Revenues.

"Permitted Investments" means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended or other applicable law.

"*Pledged Revenues*" means (1) the Net Revenues, plus (2) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter are pledged by the City to the payment of the Parity Obligations, and excluding those revenues excluded from Gross Revenues.

"*Previously Issued Parity Obligations"* means the Outstanding Parity Obligations of the City entitled: "City of Georgetown, Texas Utility System Revenue Bonds, Series 2014," "City of Georgetown, Texas Utility System Revenue Refunding Bonds, Series 2014," "City of Georgetown, Texas Utility System Revenue Bonds, Series 2014A", "City of Georgetown, Texas Utility System Revenue Bonds, Series 2015," "City of Georgetown, Texas Utility System Revenue Bonds, Series 2016," "City of Georgetown, Texas Utility System Revenue Refunding Bonds, Series 2016," "City of Georgetown, Texas Utility System Revenue and Refunding Bonds, Series 2017," "City of Georgetown, Texas Utility System Revenue Bonds, Series 2018," "City of Georgetown, Texas Utility System Revenue Bond, Series 2020", "City of Georgetown, Texas Utility System Revenue Refunding Bond, Series 2020," "City of Georgetown, Texas Utility System Revenue Bonds, Series 2022", "City of Georgetown, Texas Utility System Revenue Bonds, Series 2023", "City of Georgetown, Texas Utility System Revenue Bonds, Series 2024", and "City of Georgetown, Texas Utility System Revenue Bonds, Series 2025."

"*Pricing Certificate*" means each Pricing Certificate of the City's Pricing Officer to be executed and delivered pursuant to Section 3 hereof in connection with the issuance of each Series of the Bonds.

"*Pricing Officer*" means the Mayor, acting as the designated pricing officer of the City to execute the Pricing Certificate. In the absence of the Mayor, the Mayor Pro-Tem may act as the designated pricing officer of the City to execute the Pricing Certificate.

"*Prudent Utility Practice*" means any of the practices, methods and acts, in the exercise of reasonable judgment, in the light of the facts, including but not limited to the practices, methods and acts engaged in or previously approved by a significant portion of the public utility industry, known at the time the decision was made, that would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. It is recognized that Prudent Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. In the case of any facility included in the System which is operated in common with one or more other entities, the term Prudent Utility Practice, as applied to such facility, shall have the meaning set forth in the agreement governing the operation of such facility.

"*Rating Agency*" means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to the Parity Obligations.

"Record Date" means Record Date as defined in the Form of Bonds in Exhibit "B" to this Ordinance and the Pricing Certificate.

"*Required Reserve Amount*" means the amount required to be maintained in the Reserve Fund pursuant to the provisions of Section 12 of this Ordinance.

"*Required Reserve Fund Deposits*" means the deposits and credits, if any, required to be made to the Reserve Fund pursuant to the provisions of Section 12 of this Ordinance.

"Reserve Fund" means the special fund created, established and maintained by the provisions of Section 12 of this Ordinance.

"*Reserve Fund Obligation*" means, to the extent permitted by law, as evidenced by an opinion of nationally recognized bond counsel, a surety bond or insurance policy deposited in the Reserve Fund to satisfy the Required Reserve Amount whereby the City is obligated to provide funds up to and including the maximum amount and under the conditions specified in such agreement or instrument.

"Reserve Fund Obligation Payment" means any subrogation payment the City is obligated to make from Pledged Revenues deposited in the Reserve Fund with respect to a Reserve Fund Obligation.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

"Security Register" means the books or records for the registration of the transfer and exchange of any Parity Obligations.

"*Series*" shall mean series of Bonds issued, as determined by the Pricing Officer pursuant to this Ordinance.

"*Taxable Bonds*" means any Bonds designated by a Pricing Officer in the Pricing Certificate as Taxable Bonds, the interest on which is includable in the gross income of the owner thereof for federal income tax purposes.

"*Tax-Exempt Bonds*" means any of the Bonds designated by the Pricing Officer as Tax-Exempt Bonds, the interest on which is excludable from the gross income of the owner thereof for federal income tax purposes pursuant to Section 103 of the Code.

"*Special Project*" means, to the extent permitted by law, any electric, waterworks, sanitary sewer, wastewater reuse or municipal drainage system property, improvement or facility declared by the City not to be part of the System, for which the costs of acquisition, construction and installation are paid from proceeds of a financing transaction other than the issuance of bonds payable from ad valorem taxes, Pledged Revenues or Net Revenues and for which all maintenance and operation expenses are payable from sources other than ad valorem taxes, Pledged Revenues or Net Revenues, but only to the extent that and for so long as all or any part of the revenues or

proceeds of which are or will be pledged to secure the payment or repayment of such costs of acquisition, construction and installation under such financing transaction.

"Stated Maturity" means the annual principal payments of the Parity Obligations payable on the respective dates set forth in the ordinances which authorized the issuance of such Parity Obligations.

"*Subordinate Lien Obligations*" means (i) any bonds, notes, warrants, certificates of obligation, contractual obligations or other Debt issued by the City that are payable, in whole or in part, from and equally and ratably secured by a lien on and pledge of the Net Revenues, such pledge being subordinate and inferior to the lien on and pledge of the Net Revenues that are or will be pledged to the payment of any Parity Obligations issued by the City, and (ii) obligations hereafter issued to refund any of the foregoing if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Net Revenues on a parity with the Subordinate Lien Obligations.

"*System*" means as currently comprised, the City's combined electric, waterworks and sewer system, which includes all properties, facilities, plants, improvements, equipment, interests and rights currently owned, operated and maintained by the City for the (i) generation, transmission, distribution or sale of electric power and energy, (ii) supply, treatment, and transmission and distribution of treated potable water and (iii) collection and treatment of wastewater, and for water reuse, together with all future extensions, improvements, purchases, repairs, replacements and additions thereto, whether situated within or without the limits of the City, and all water (in any form) owned by the City; provided, however, that the City expressly retains the right to (i) sale or disaggregate the System as set forth in Section 18 of this Ordinance and (ii) incorporate any other utility system as provided by the laws of the State of Texas as a part of the System. The System shall not include any Special Project or any disaggregated part of the System as provided in Section 18 of this Ordinance.

"*Term Bonds*" means those Parity Obligations so designated in the ordinances authorizing such bonds which shall be subject to retirement by operation of a mandatory redemption account.

"*Term of Issue*" means with respect to any Balloon Debt, a period of time equal to the greater of (i) the period of time commencing on the date of issuance of such Balloon Debt and ending on the final maturity date of such Balloon Debt or (ii) twenty-five years.

EXHIBIT B

FORM OF BOND

(All blanks and any appropriate or necessary insertions or deletions, to be completed as determined by the Pricing Officer in the Pricing Certificate.)

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS WILLIAMSON COUNTY	PRINCIPAL AMOUNT $_____

CITY OF GEORGETOWN, TEXAS
UTILITY SYSTEM REVENUE BOND
SERIES 202_*

INTEREST RATE	DATE OF BOND	MATURITY DATE	CUSIP NO.
	_____, 20__*		

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, **GEORGETOWN, TEXAS** (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from _____, 20___*, on _____, 20___* and semiannually thereafter on each _____* and _____* to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above calculated on the basis of a 360-day year of twelve 30-day months; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at _____*, (the "Paying Agent/Registrar") at their office for payment in _____* (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Bond (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business on the _____* business day of the month next preceding each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Bond that on or before each payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

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IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; 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 series of Bonds dated _____, 20___*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of **$_____*, TO PROVIDE FUNDS FOR THE PURPOSE OF [(1) EXTENDING AND IMPROVING THE CITY'S SYSTEM, AND (2) PAYING THE COSTS OF ISSUING THE BONDS.***

ON _____, 20___*, or on any date thereafter, the Bonds of this Series maturing on and after _____, 20___* may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000).

[**THE BONDS MATURING ON** _____, __* are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts on the following dates and at a price of par plus accrued interest to the redemption date ("Term Bonds").

Term Bonds Maturing on _____, 20___*

Redemption Date*	Principal Amount*
_____, 20___	$
_____, 20___†	$

† Final Maturity

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued

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interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.**

NO LESS THAN 30 days prior to the date fixed for any such redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the

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**Use of Term Bonds, if any, to be determined by the Pricing Officer.

appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a special obligation of the City, and that the interest on and principal of this Bond, together with the Previously Issued Parity Obligations and all other outstanding "Parity Obligations" (as defined in the Bond Ordinance), as such interest comes due, and as such principal matures, are payable from and secured by a lien on and pledge of the "Pledged Revenues" of the "System" (which is generally described as the City's combined electric, waterworks and sewer system), all as provided in the Bond Ordinance.

THE CITY also has reserved the right, subject to restrictions stated in the Ordinance, to issue Additional Parity Obligations which also may be made payable from and equally and ratably secured by a first lien on and pledge of, the Pledged Revenues of the System in the same manner and to the same extent as this Series of Bonds.

THE CITY also has reserved the right, subject to restrictions stated in the Bond Ordinance to issue Subordinate Lien Obligations payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Net Revenues (as defined in the Bond Ordinance), subordinate and inferior in rank and dignity to the lien on and pledge of such Net Revenues securing payment of the Bonds, the Previously Issued Parity Obligations or any Additional Parity Obligations.

THE OWNER HEREOF shall never have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Bond and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

_____	_____
City Secretary	Mayor

[CITY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

_____

_____
Paying Agent/Registrar

By_____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____
(Please insert Social Security or Taxpayer Identification Number of Transferee)

_____
_____
(Please print or typewrite name and address, including zip code, of Transferee)

_____

the within Bond and all rights thereunder, 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:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.	NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE INITIAL BOND ONLY:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Acting Comptroller of Public Accounts
of the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL BOND

(i) The Initial Bond shall be in the form set forth in this Exhibit, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**ON THE MATURITY DATE SPECIFIED ABOVE,** the City of Georgetown, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____, 20___* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Principal Amount	Maturity Date* (_____)	Interest Rate

(Information for the Bonds from the Pricing Certificate to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, 20___* at the respective Interest Rate per annum specified above. Interest is payable on _____, 20___* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1."

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FY 2026 Revenue Bond Issuance	FY2026
Revenue Bond	
612	
Electrical Engineering	
Circuit Rehab- Planned pole replacements	4,093,318.00
New Development	11,000,000.00
System Improvements - Capacity Upgrades	2,081,364.00
System Improvements - Operation Technology (SCADA/AMI/Network/Utility Software)	10,075,000.00
System Improvements - Ordinary Replacement	6,270,260.00
System Improvements - Power Quality	753,270.00
System Improvements - Voltage Conversion/OH to UG Conversions	6,178,013.00
System Improvements - Road Widening	2,000,000.00
Electrical Engineering Total	42,451,225.00
Electric Fleet	
2026 Electric New Fleet	864,000.00
2026 Electric Replacement Vehicles	1,225,000.00
Electric Fleet Total	2,089,000.00
612 Total	**44,540,225.00**
662	
Wastewater Operations	
Church Street Wastewater Improvements	1,000,000.00
Cowan Creek Interceptors (CC1, CC7 - North Lake, Williams/Reagan Area) (parallel 21")	23,500,000.00
Dove Springs WWTP Improvements	9,000,000.00
EARZ	2,500,000.00
Lift Station Upgrades	1,500,000.00
Northlands Wastewater Treatment Plant	70,000,000.00
Saddle Creek Lift Station Expansion	1,500,000.00
San Gabriel Reuse Irrigation Improvements	500,000.00
Three Forks Package Plant	7,000,000.00
Three Forks WWTP	145,800,000.00
Berry Creek Interceptor Spur	1,000,000.00
Cowan Creek Lift Station (Prev Northlands LS)	16,800,000.00
Cimarron Hills WWTP Gravity Main	4,500,000.00
Westinghouse Gravity Line Addition and Midway LS Decommissioning	1,500,000.00
2026 Wastewater New Vehicles	130,000.00
Wastewater Operations Total	286,230,000.00
Water Operations	
Cedar Hollow Waterline Improvements	7,775,000.00
DB Wood Road Waterline Relocations	2,400,000.00
Lake Water Treatment Plant Zebra Mussel Mitigation	1,750,000.00
Leander Road Widening - Water and Wastewater Relocations	1,000,000.00
Miscellaneous Line Upgrades	550,000.00
PFAS Study and Treatment for Park WTP	2,000,000.00
Seward Junction North Loop - Waterline Relocations	2,000,000.00
Southwest Bypass Waterline	500,000.00
Southwestern & Southeast Inner Loop Waterline	9,000,000.00
Water Meters	2,000,000.00
Williams Drive Waterline Improvements	1,200,000.00
Ronald Reagan to Braun Waterline Improvements	6,000,000.00
North Lake Water Plant Improvements	750,000.00
2026 Water New Vehicles	1,913,000.00
Ronald Reagan Blvd. Widening - Waterline Relocations	5,750,000.00
Water Operations Total	44,588,000.00
662 Total	**330,818,000.00**
Revenue Bond Total	**375,358,225.00**
Grand Total	**375,358,225.00**

FY26 CIP	FY2026
Revenue Bond	
Wastewater Operations	
2026 Wastewater New Vehicles	130,000
Berry Creek Interceptor Spur	1,000,000
Church Street Wastewater Improvements	1,000,000
Cimarron Hills WWTP Gravity Main	4,500,000
Cowan Creek Interceptors (CC1, CC7 - North Lake, Williams/Reagan Area) (parallel 21")	23,500,000
Cowan Creek Lift Station (Prev Northlands LS)	16,800,000
Dove Springs WWTP Improvements	9,000,000
EARZ	2,500,000
Lift Station Upgrades	1,500,000
Northlands Wastewater Treatment Plant	70,000,000
Saddle Creek Lift Station Expansion	1,500,000
San Gabriel Reuse Irrigation Improvements	500,000
Three Forks Package Plant	7,000,000
Three Forks WWTP	145,800,000
Westinghouse Gravity Line Addition and Midway LS Decommissioning	1,500,000
Wastewater Operations Total	**286,230,000**
Water Operations	
2026 Water New Vehicles	1,913,000
Cedar Hollow Waterline Improvements	7,775,000
DB Wood Road Waterline Relocations	2,400,000
Lake Water Treatment Plant Zebra Mussel Mitigation	1,750,000
Leander Road Widening - Water and Wastewater Relocations	1,000,000
Miscellaneous Line Upgrades	550,000
North Lake Water Plant Improvements	750,000
PFAS Study and Treatment for Park WTP	2,000,000
Ronald Reagan to Braun Waterline Improvements	6,000,000
Ronald Reagan Blvd. Widening - Waterline Relocations	5,750,000
Seward Junction North Loop - Waterline Relocations	2,000,000
Southwest Bypass Waterline	500,000
Southwestern & Southeast Inner Loop Waterline	9,000,000
Water Meters	2,000,000
Williams Drive Waterline Improvements	1,200,000
Water Operations Total	**44,588,000**
Revenue Bond Total	**330,818,000**
Grand Total	**330,818,000**

SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

S	M	T	W	T	F	S
March						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

S	M	T	W	T	F	S
April						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

S	M	T	W	T	F	S
May						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

S	M	T	W	T	F	S
June						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

City of Georgetown, Texas
Timetable for Issuance of
Combined Utility Revenue Bonds, Series 2026

Tuesday, March 24, 2026	• Preliminary Official Statement (POS) is electronically distributed by FA for comments.
	• Bond rating application(s) made.
Tuesday, April 7, 2026	• POS comments returned to FA.
Week of April 12, 2026	• Rating meeting (Utility only) with Standard & Poor's and Fitch (two separate meetings.)
Tuesday, April 28, 2026	• City Council adopts an ordinance authorizing the issuance of Revenue Bonds ("the Bonds") and directing the City Manager and/or Mayor to act as pricing agent if City Council parameters are met.
Friday, May 1, 2026	• Bond rating(s) assigned.
	• POS electronically posted using *I-Deal*.
Wednesday, May 13, 2026	• Sale. Series 2026 Bonds are priced through a negotiated sale and awarded by signature of City Manager and/or Mayor assuming Council parameters met.
Thursday, June 4, 2026	• Closing. Series 2026 Bonds are delivered and proceeds distributed in accordance with Closing Instructions.

* Requires Official Council Meeting.

City of Georgetown, Texas
City Council
April 28, 2026

SUBJECT:
First Reading - Levying Special Assessments for Bluffview Public Improvement District (PID)

SUGGESTED ACTION:
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

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 to the City.

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
Bluffview PID Assessment Ordinance (with Exhibits).pdf
Bluffview PID-First reading of Assessment Ordinance.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.

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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

Jonathan O. Nobles
Registered Professional Land Surveyor No. 5777

Date

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

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

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

STATE OF TEXAS
JOE BEN EARLY JR.
6016
LAND SURVEYOR

EXHIBIT B-1 – DISTRICT BOUNDARY MAP

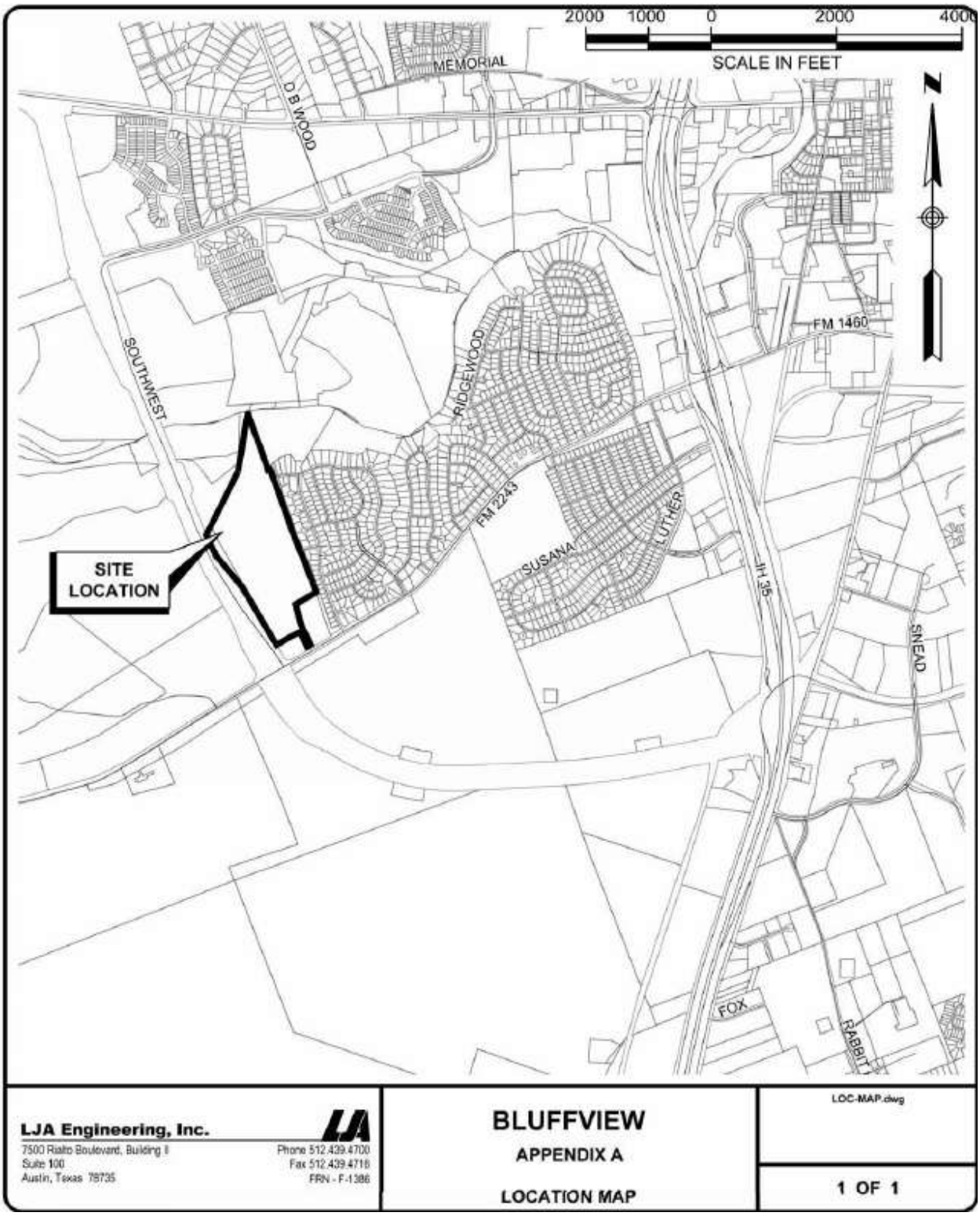


EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

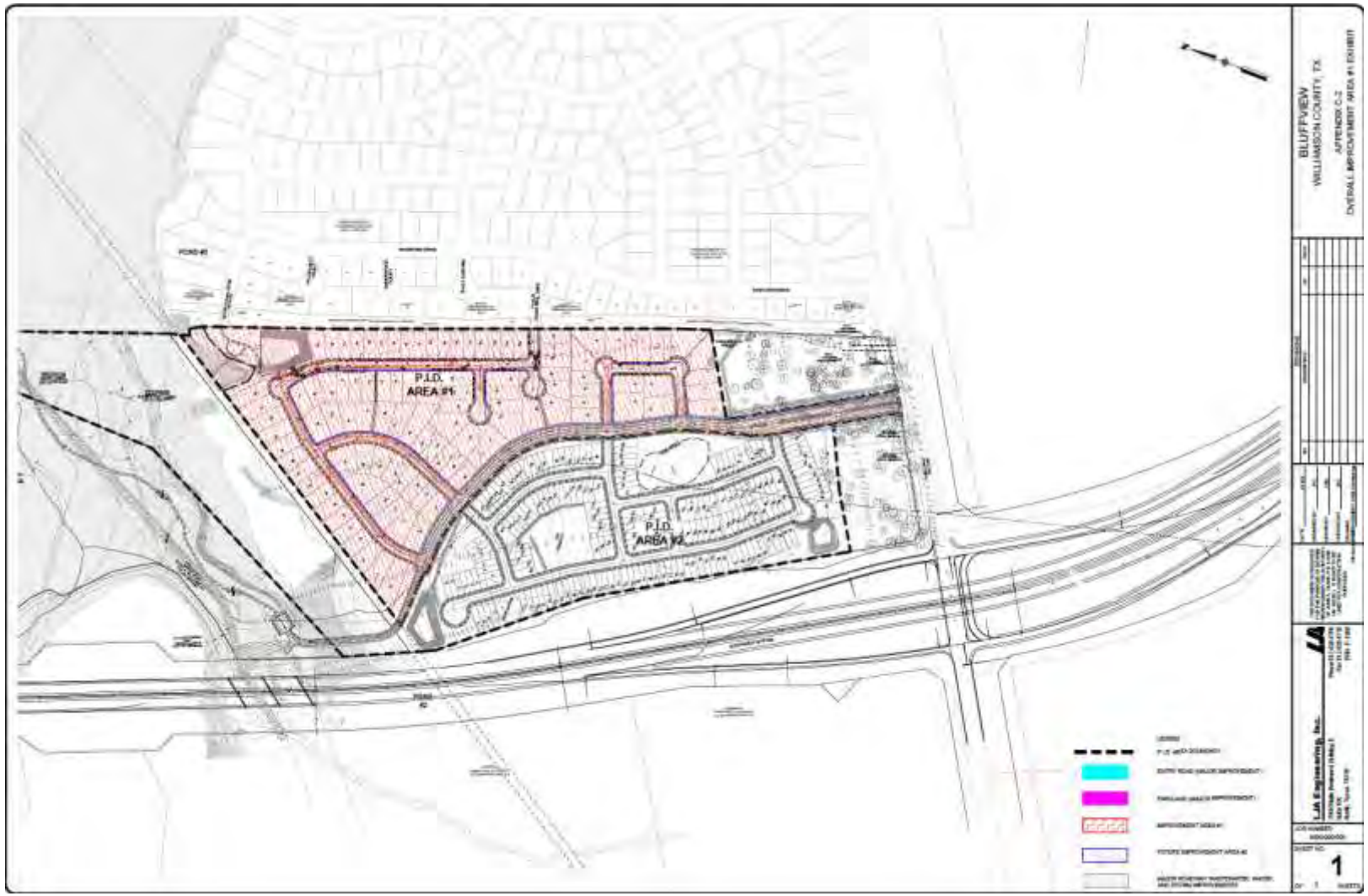


EXHIBIT C-1 – AUTHORIZED IMPROVEMENTS

	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.

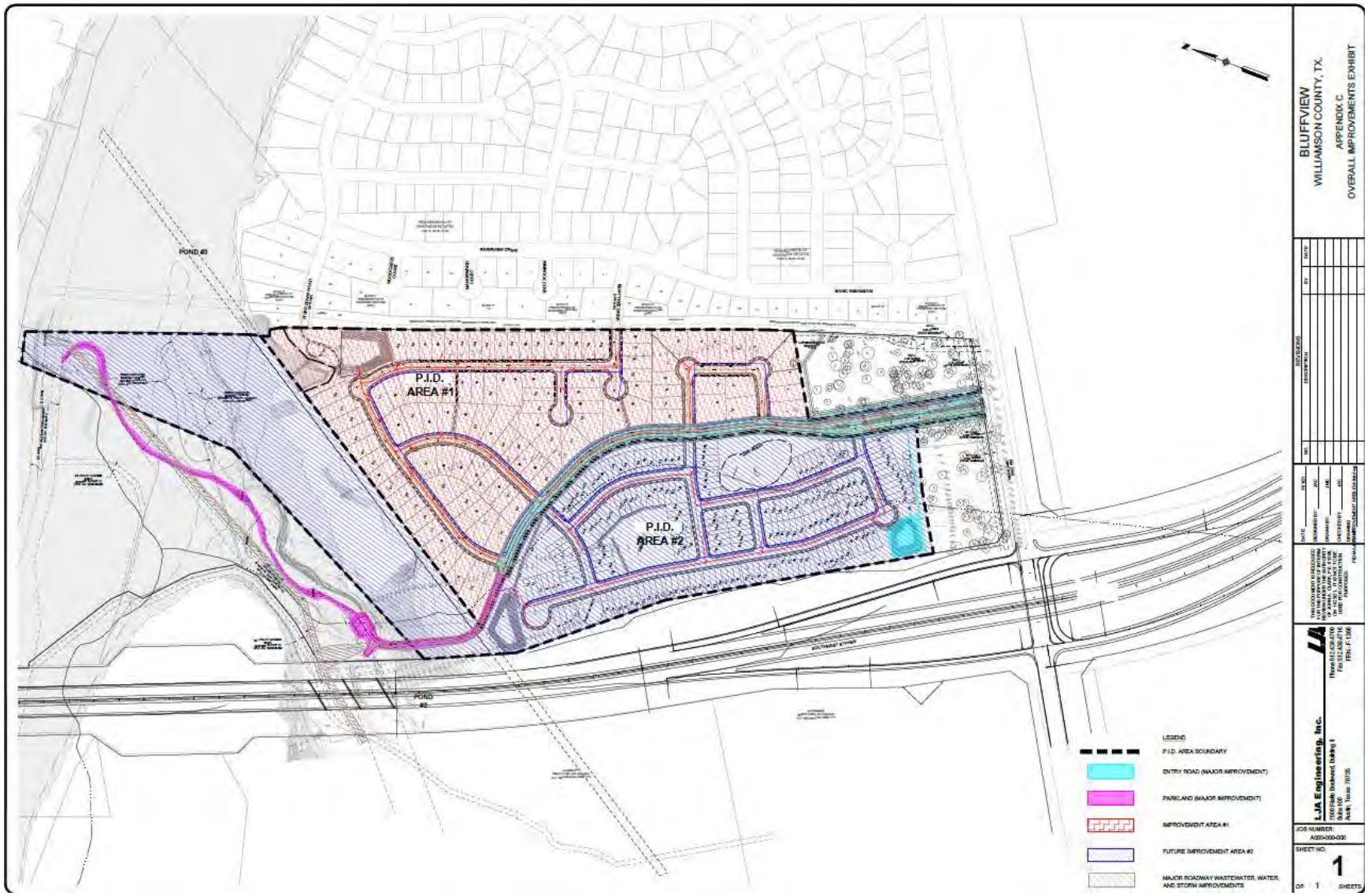
EXHIBIT H – MAXIMUM ASSESSMENT PER LOT TYPE

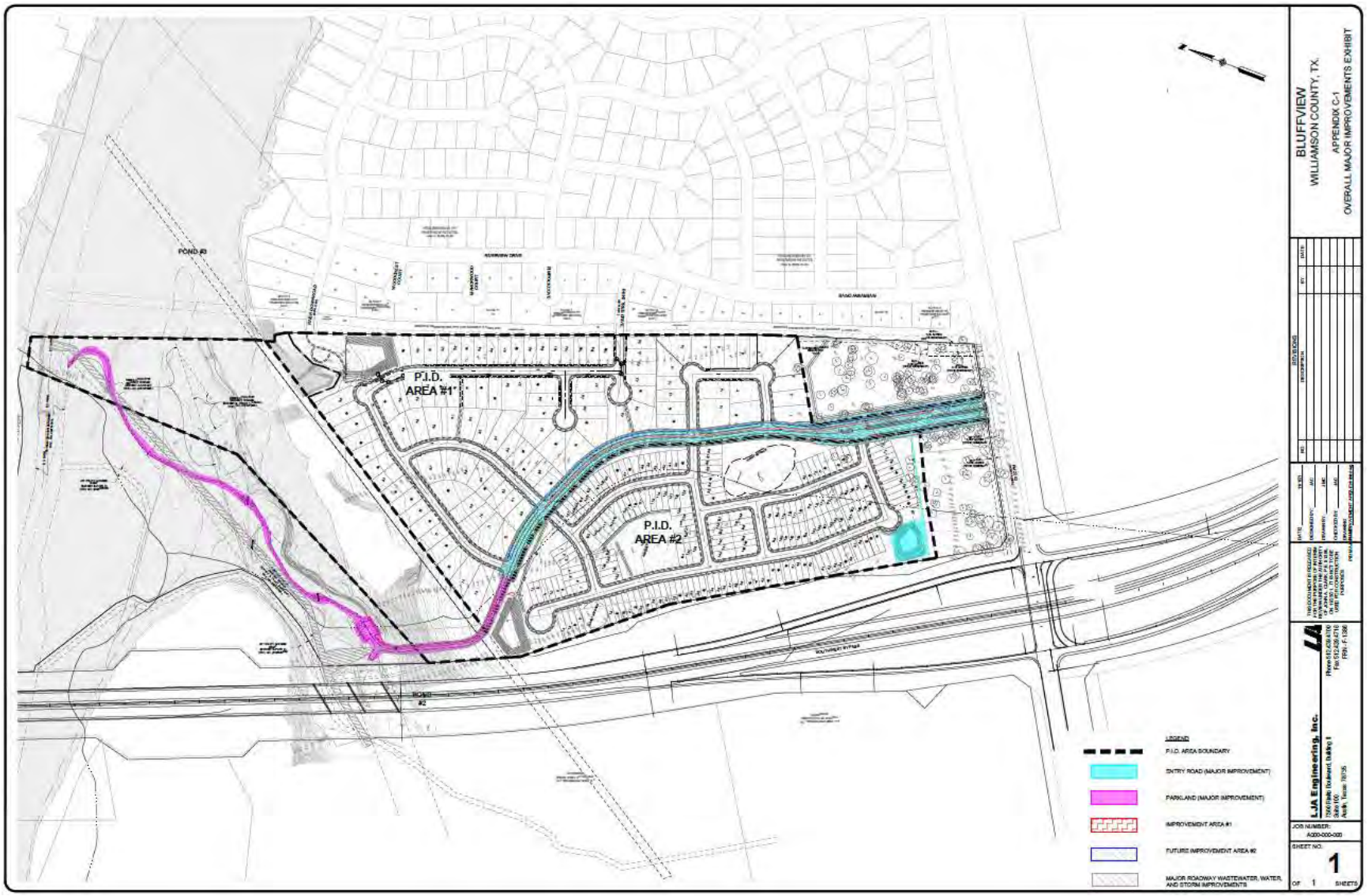
Lot Type	Units[a]	Estimated Buildout Value[a]		Assessment		Average Annual Installment		Gross PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	
Improvement Area #1								
Lot Type 1	65	$ 660,000	$ 42,900,000	$ 39,098.11	$ 2,541,377	$ 3,625.09	$ 235,631	$ 0.5493
Lot Type 2	24	790,000	18,960,000	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**

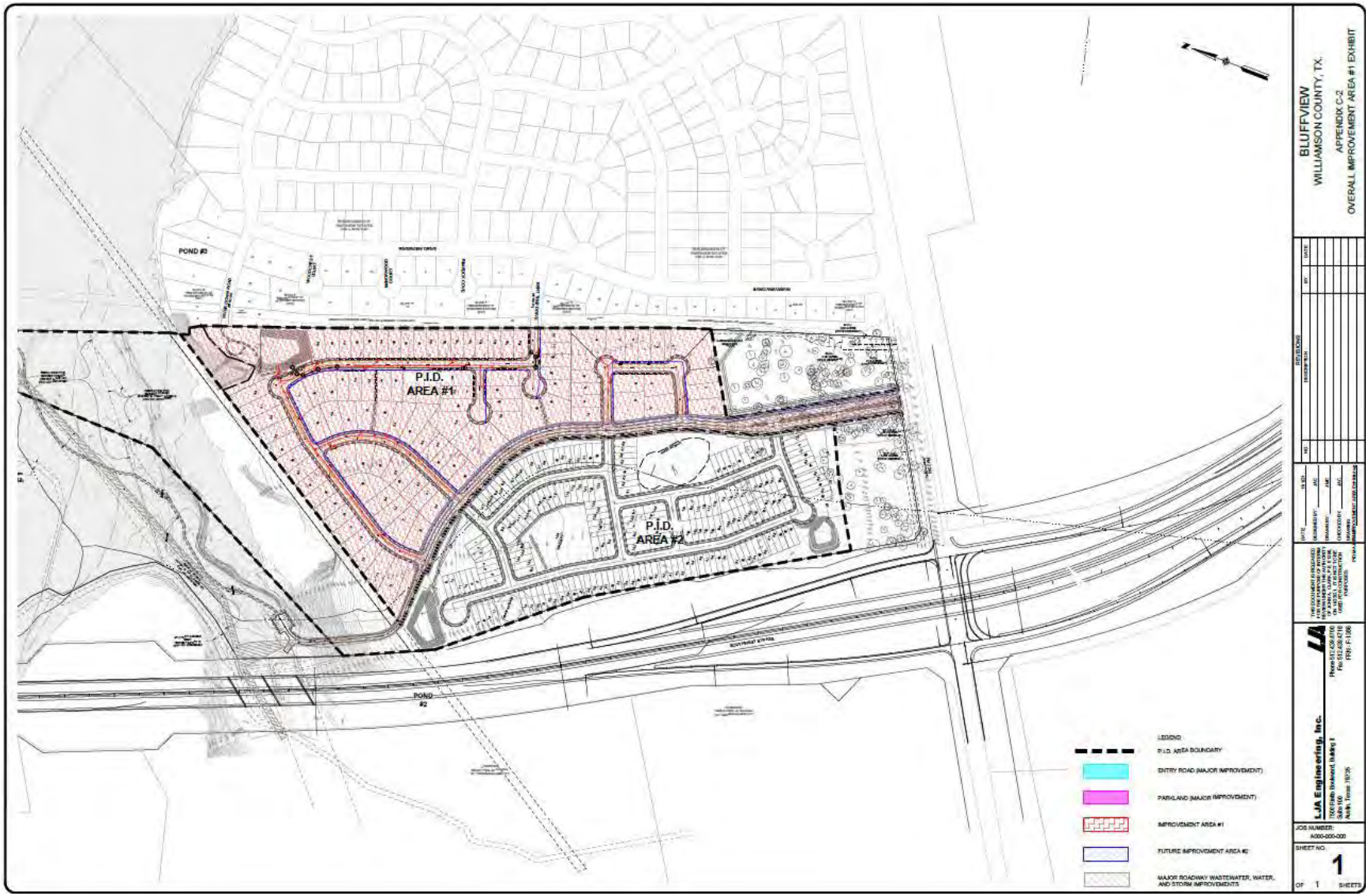
Footnotes:

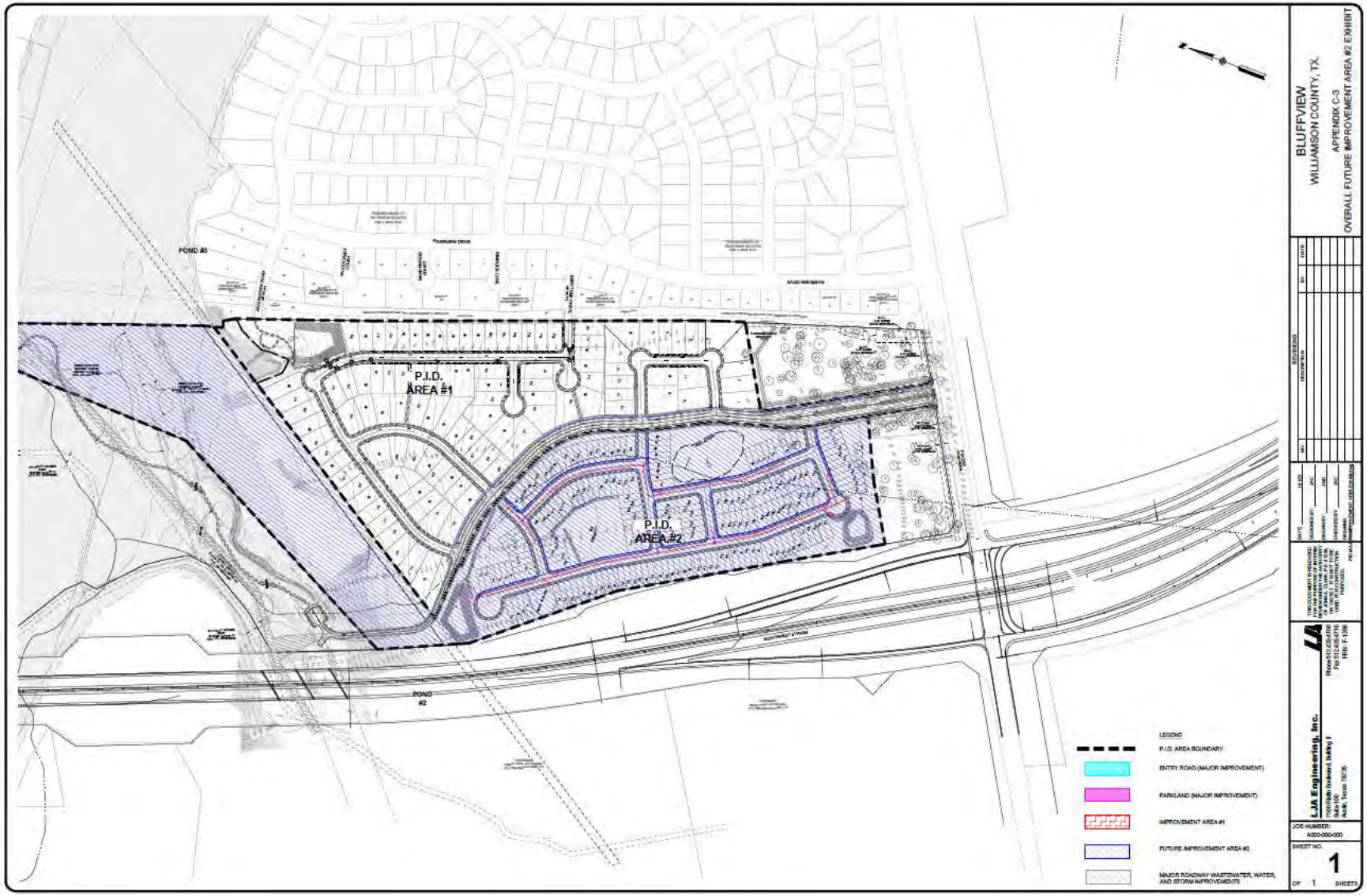
[a] As provided in the Developer model dated 12/15/2025.

EXHIBIT I – MAPS OF AUTHORIZED IMPROVEMENTS

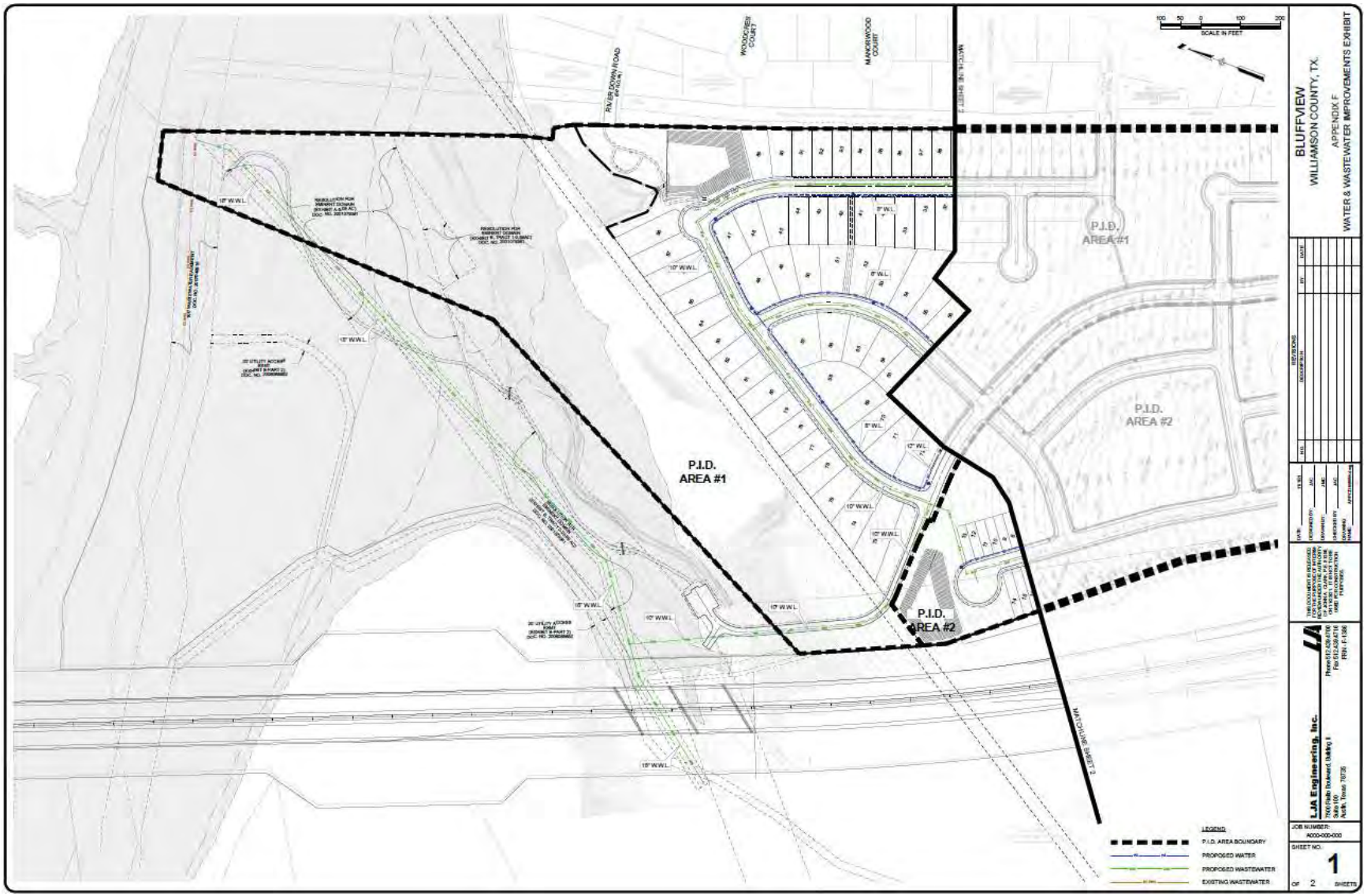


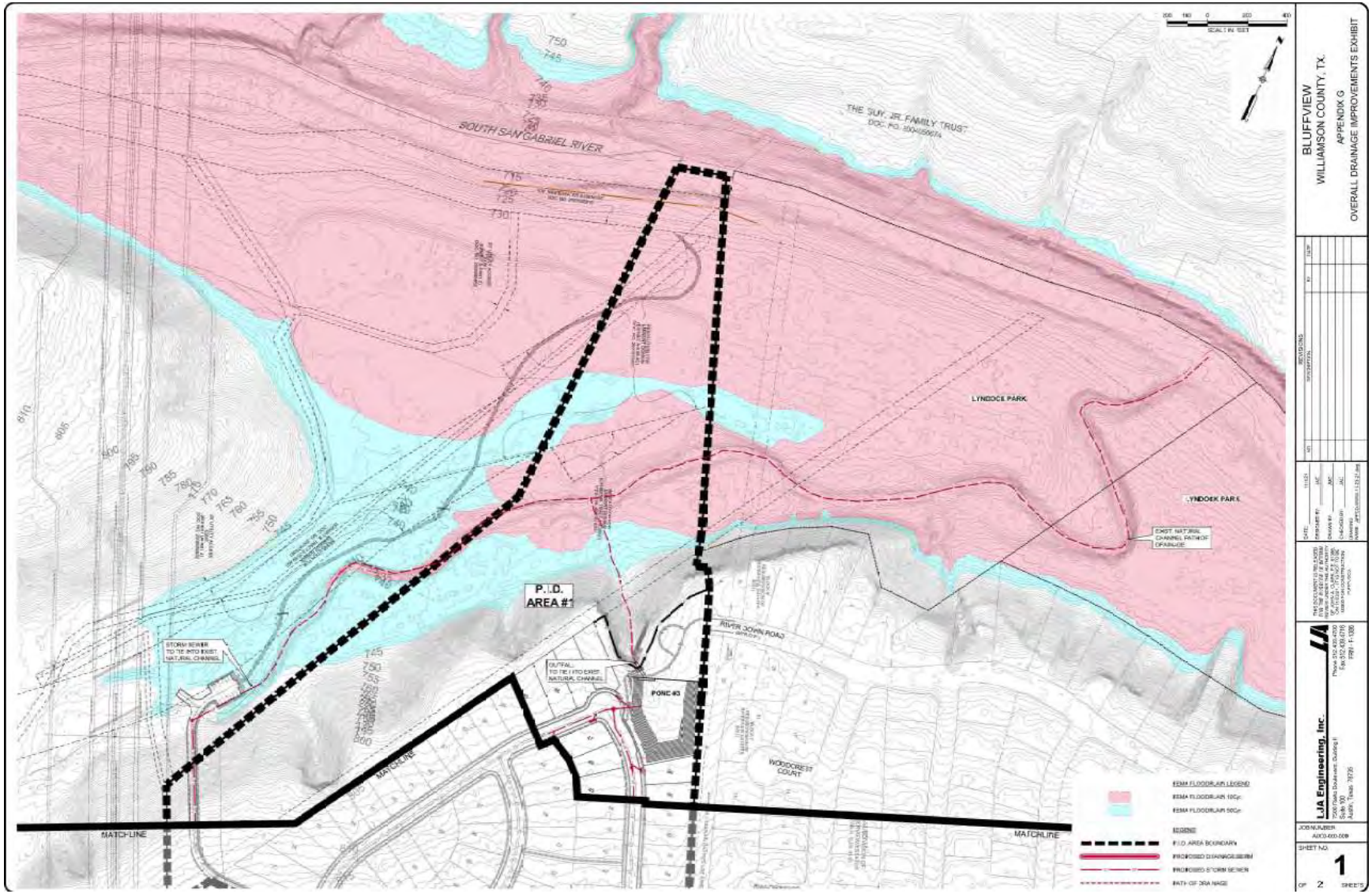

BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C-1
OVERALL MAJOR IMPROVEMENTS EXHIBIT
P.I.D. AREA #1
P.I.D. AREA #2
POND #3
POND #2
LEGEND
P.I.D. AREA BOUNDARY
ENTRY ROAD (MAJOR IMPROVEMENT)
PARKLAND (MAJOR IMPROVEMENT)
IMPROVEMENT AREA #1
FUTURE IMPROVEMENT AREA #2
MAJOR ROADWAY WASTEWATER, WATER, AND STORM IMPROVEMENTS
L.J.A. 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
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 E
OVERALL PARK IMPROVEMENTS EXHIBIT
SCALE IN FEET
P.I.D. AREA #1
P.I.D. AREA #2
BLUFFVIEW NATURAL AREA PARKING
PARK BENCHES
5' CONCRETE TRAIL
ROD IRON FENCE
RIVER DOWN ROAD
WOODCREST COURT
MAKOR WOOD COURT
RIMROCK DRIVE
BENT TREE DRIVE
LOW WATER CROSSING
10' SHARED USE CONCRETE PATH
5' CONCRETE SIDEWALK
PARK ACCESS DRIVE
PARK TRAILHEAD PARKING
LEGEND
P.I.D. AREA BOUNDARY
PARK
PROPOSED SIDEWALK / CONCRETE PATH
PROPOSED PARK CONCRETE PATH / TRAIL
PROPOSED FENCING (ROD IRON)
LJA Engineering, Inc.
JOB NUMBER:
A000-000-000
SHEET NO.
1
OF 1 SHEETS


BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX F
WATER & WASTEWATER IMPROVEMENTS EXHIBIT
SCALE IN FEET
P.I.D. AREA #1
P.I.D. AREA #2
RIVERTOWN ROAD
WOODCREST COURT
MANORWOOD COURT
LEGEND
P.I.D. AREA BOUNDARY
PROPOSED WATER
PROPOSED WASTEWATER
EXISTING WASTEWATER
LJA Engineering, Inc.
JOB NUMBER:
SHEET NO.
1
OF 2 SHEETS


BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX G
OVERALL DRAINAGE IMPROVEMENTS EXHIBIT
SOUTH SAN GABRIEL RIVER
THE SUY, JR. FAMILY TRUST
LYNDOCK PARK
P.I.D. AREA #1
RIVER JOHN ROAD
POND #3
WOODCREST COURT
MATCHLINE
MATCHLINE
MATCHLINE
STORM SEWER TO TIE INTO EXIST. NATURAL CHANNEL
OUTFALL TO TIE INTO EXIST. NATURAL CHANNEL
EXIST. NATURAL CHANNEL PATH OF DRAINAGE
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

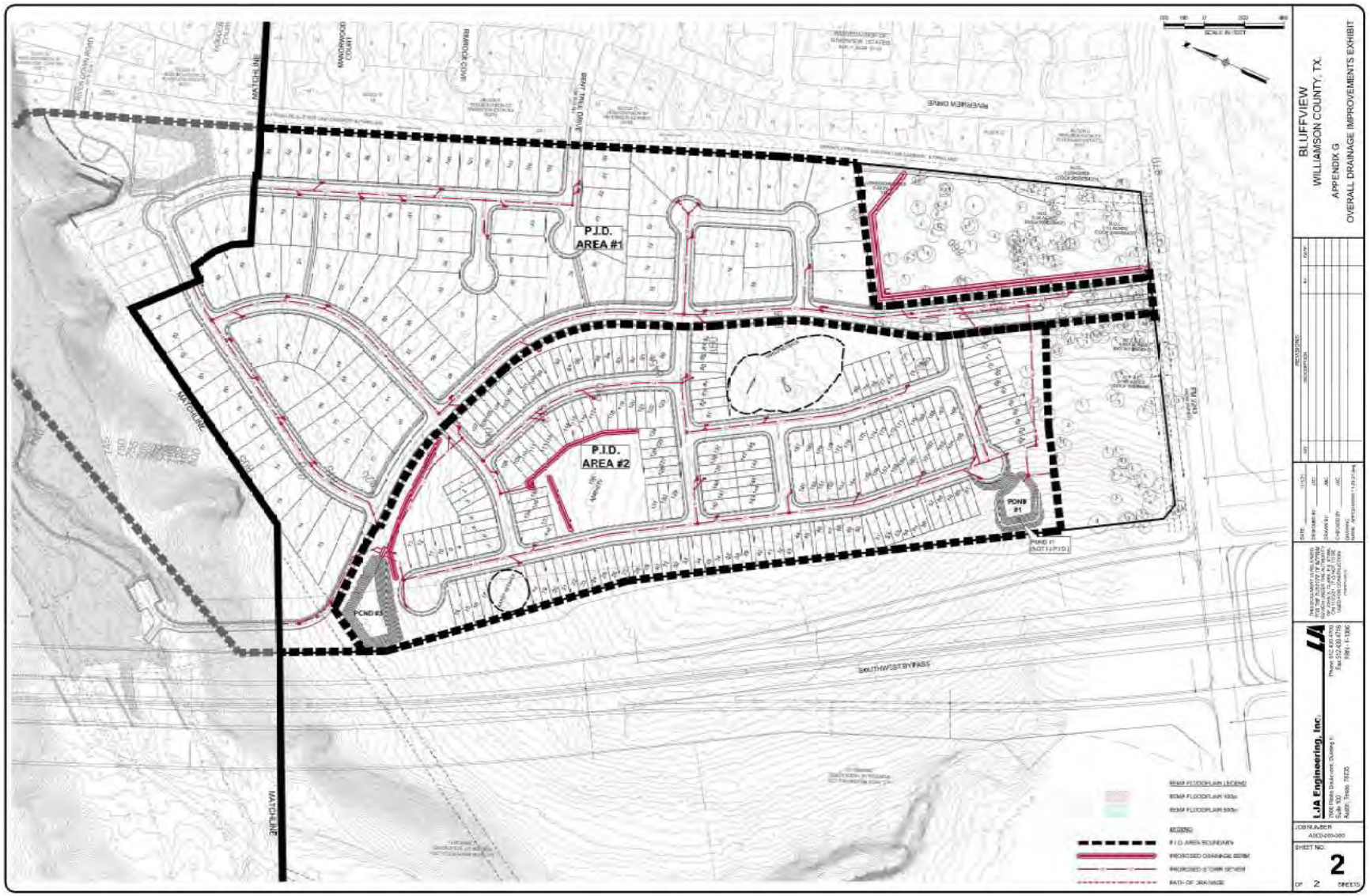

BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX G
OVERALL DRAINAGE IMPROVEMENTS EXHIBIT
P.I.D. AREA #1
P.I.D. AREA #2
POND #1
POND #2
POND #3
MATCHLINE
SOUTHWEST BYPASS
L.J.A. Engineering, Inc.
SHEET NO.
2
OF 2 SHEETS

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:

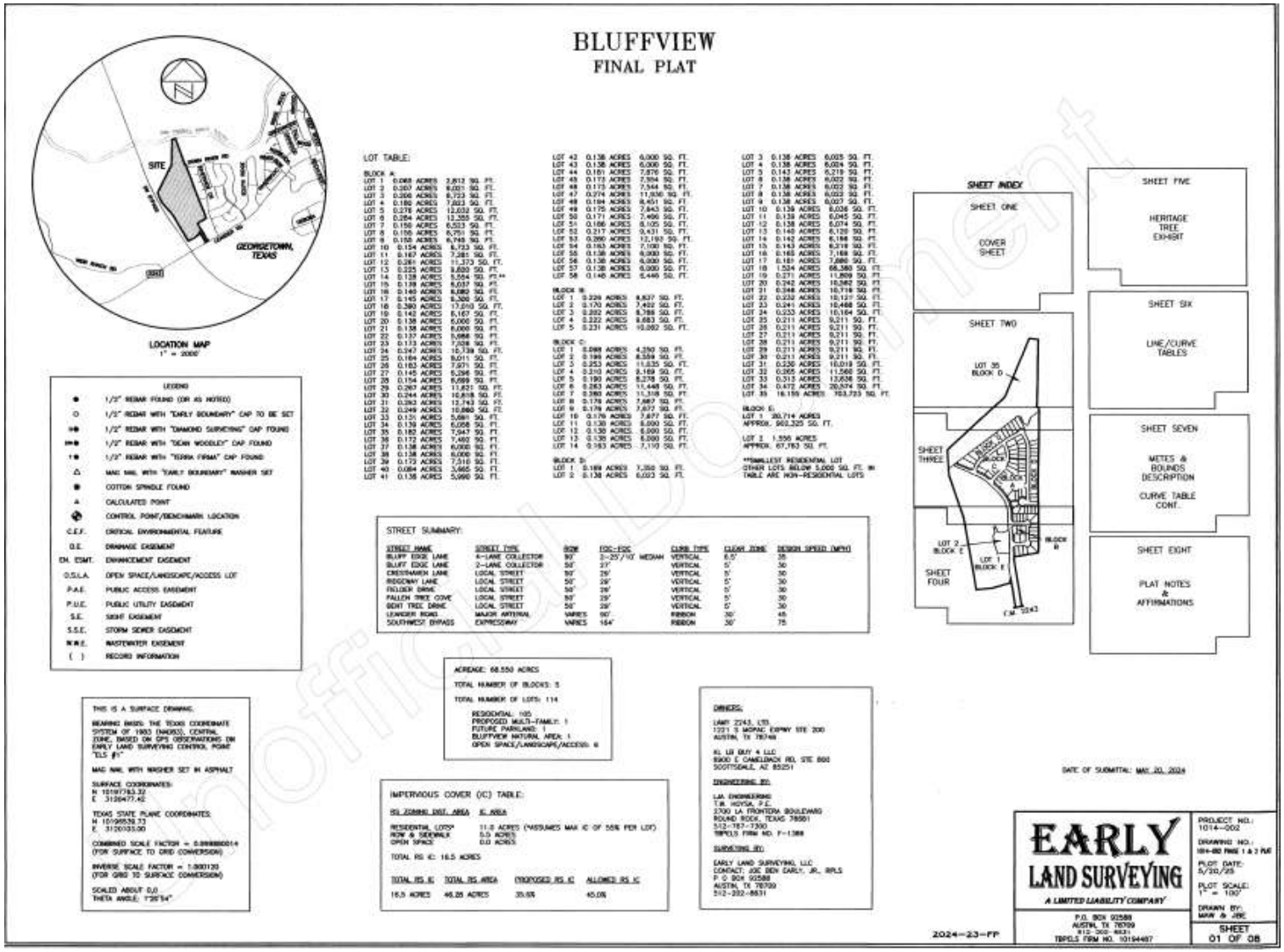
_____
[Secretary Name], City Secretary

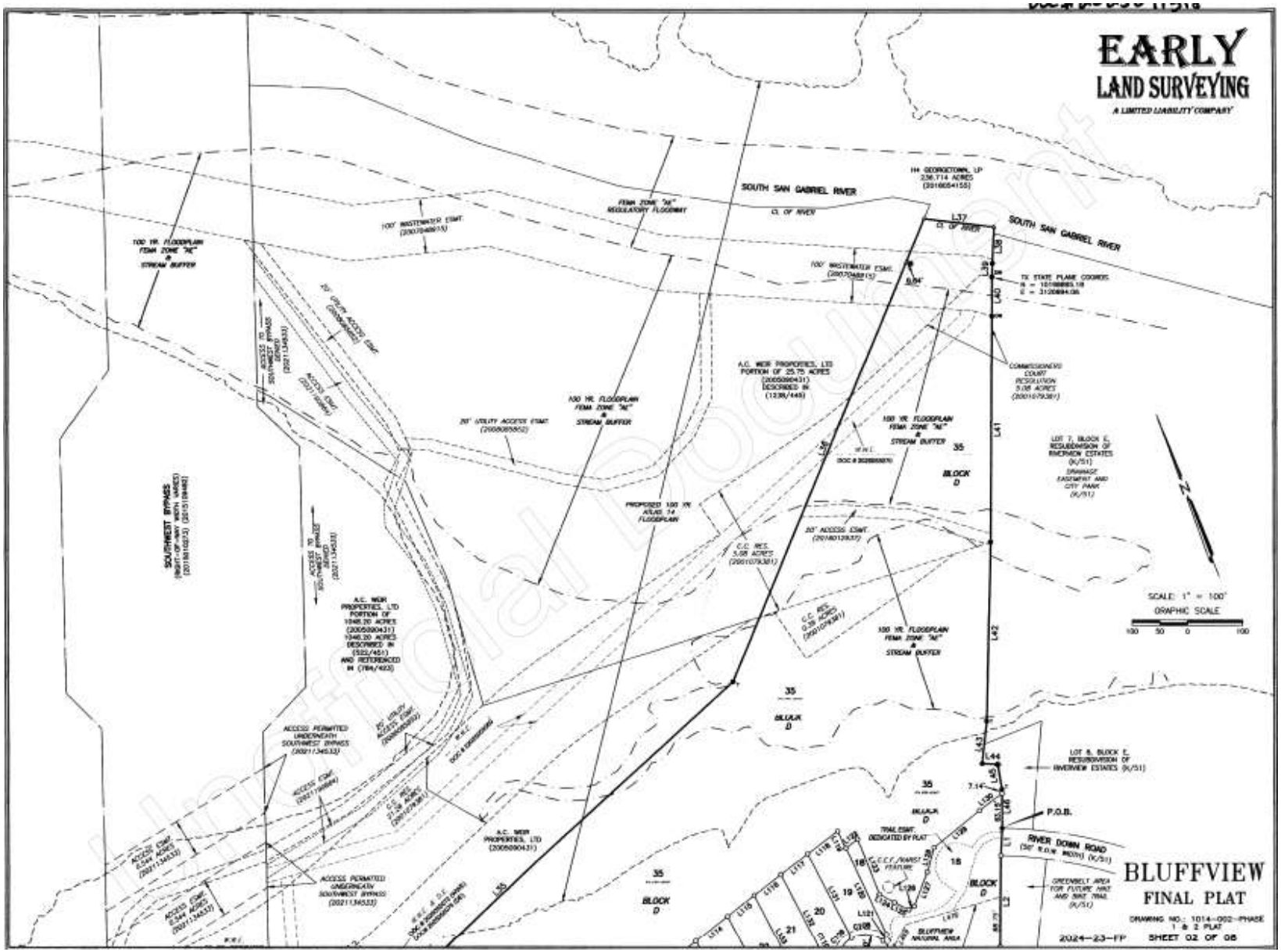
STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

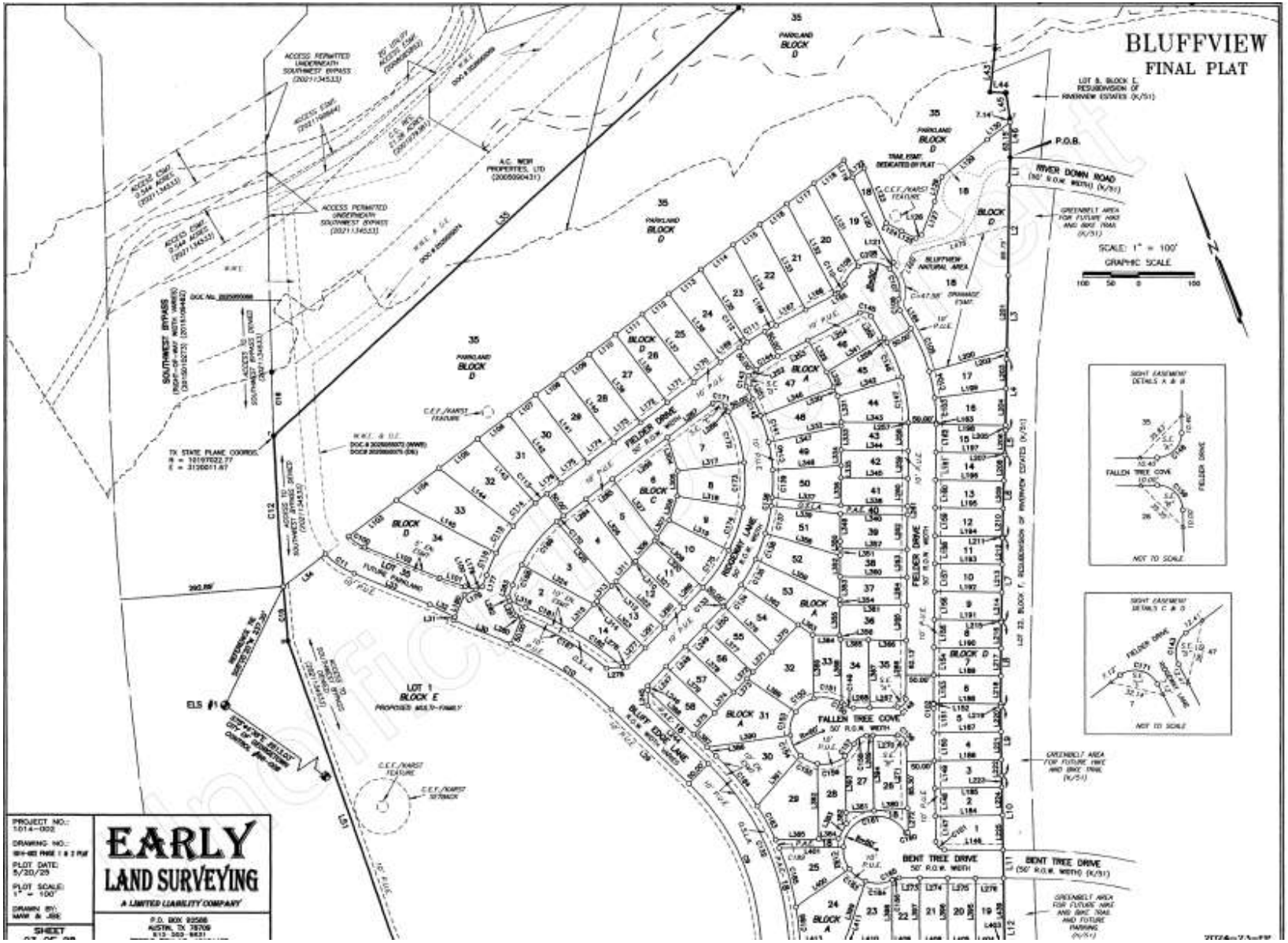
This instrument was acknowledged before me on the ____ day of _____, 20__, by [City Official Name], City Official Title for the City of Georgetown, Texas, on behalf of said municipality.

_____
Notary Public, State of Texas

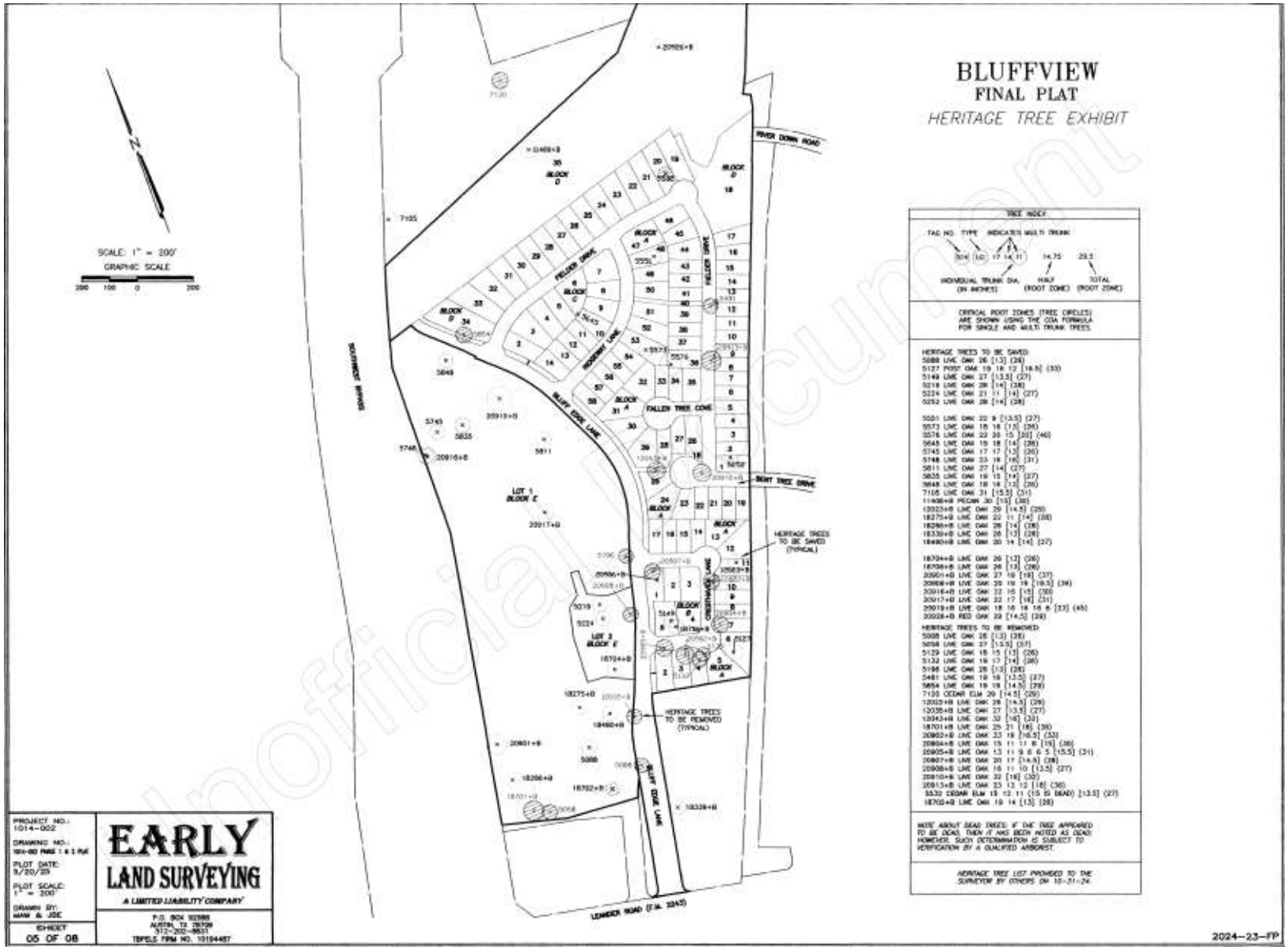
EXHIBIT L – BLUFFVIEW FINAL PLAT




EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY
SOUTH SAN GABRIEL RIVER
SOUTHWEST BYPASS
BLOCK D
SCALE: 1" = 100'
GRAPHIC SCALE
P.O.B.
RIVER DOWN ROAD
BLUFFVIEW
FINAL PLAT
DRAWING NO.: 1014-002-PHASE 1 & 2 PLAT
2024-23-FP
SHEET 02 OF 06


BLUFFVIEW
FINAL PLAT
SCALE: 1" = 100'
GRAPHIC SCALE
P.O.B.
RIVER DOWN ROAD
FIELDER DRIVE
FALLEN TREE COVE
BENT TREE DRIVE
BLUFF EDGE LANE
RIDGEWAY LANE
SOUTHWEST BYPASS
PARKLAND
BLOCK D
BLOCK A
BLOCK C
BLOCK E
LOT 1
PROPOSED MULTI-FAMILY
EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

BLUFFVIEW
FINAL PLAT
BENT TREE DRIVE
BLOCK A
BLOCK B
CRESTHAVEN LANE
LOT 1
BLOCK E
LOT 2
BLOCK E
SOUTHWEST BYPASS
BLUFF COVE LANE
LENNDER ROAD (F.M. 2243)
RIVERVIEW DRIVE
SCALE: 1" = 100'
GRAPHIC SCALE
EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY
SHEET
04 OF 08



Unofficial Document

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S18°15'27"E	49.97'
L2	S20°23'07"E	161.74'
L3	S19°48'07"E	150.08'
L4	S20°04'17"E	127.72'
L5	S19°01'36"E	44.65'
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	S59°05'00"W	359.31'
L19	S24°40'44"E	29.42'
L20	S30°26'49"E	637.73'
L21	S59°32'27"W	130.07'
L22	S59°32'27"W	9.93'
L23	N30°28'49"W	406.56'
L24	N30°28'49"W	128.35'
L25	N18°49'53"W	93.61'
L26	N20°00'46"W	222.46'
L27	N28°03'54"W	101.49'
L28	N21°57'42"W	151.86'
L29	N67°12'03"W	193.08'
L30	N88°45'24"W	111.18'
L31	N01°14'36"E	5.99'
L32	N84°45'09"W	50.30'
L33	N88°45'24"W	147.01'
L34	S31°49'39"W	96.11'
L35	N26°29'53"E	1134.99'
L36	N01°28'00"E	911.03'
L37	N75°35'37"E	127.88'
L38	S18°53'43"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°33'44"E	325.69'
L43	S14°40'14"E	77.23'
L44	N72°00'33"E	28.27'
L45	S30°30'57"E	46.31'
L46	S20°59'57"E	70.29'
L47	S57°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	N60°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	S49°10'51"E	168.49'
L132	S49°10'51"E	183.55'
L133	S49°10'51"E	173.84'
L134	S49°10'51"E	163.73'
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	105.68'
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'
L152	N29°23'23"W	1.93'
L153	N29°23'23"W	50.00'
L154	N29°23'23"W	50.00'
L155	N29°23'23"W	50.00'
L156	N29°23'23"W	50.00'
L157	N29°23'23"W	50.00'
L158	N29°23'23"W	50.00'
L159	N29°23'23"W	50.00'
L160	N29°23'23"W	50.00'
L161	N29°23'23"W	50.00'
L162	N29°23'23"W	50.00'
L163	N29°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	31.69'
L177	S05°46'25"E	21.79'
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	120.45'
L191	S69°36'37"W	120.46'
L192	S69°36'37"W	120.64'
L193	S69°36'37"W	120.81'
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L195	S69°36'37"W	121.94'
L196	S69°36'37"W	122.58'
L197	S69°36'37"W	123.79'
L198	S69°36'37"W	124.62'
L199	S61°40'06"W	129.54'
L200	S53°14'06"W	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	N22°15'49"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	N88°10'21"W	25.77'
L252	N31°49'39"E	17.63'
L253	N41°13'00"E	61.17'
L254	N41°13'00"E	105.90'
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	103.41'
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°31'44"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	N88°45'24"W	10.16'
L281	N44°45'55"W	28.80'
L282	N44°45'55"W	7.18'
L283	N00°45'25"W	23.55'
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°57'08"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	11.79'
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	N76°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	S39°49'29"E	42.02'
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	119.42'
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	N56°30'15"E	133.92'
L348	N65°19'40"E	123.21'
L349	S20°49'47"E	50.00'
L350	S20°23'23"E	12.50'
L351	S20°23'23"E	37.34'
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	N80°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	34.34'
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	136.28'
L395	S20°54'34"E	120.00'
L396	S20°54'34"E	120.00'
L397	S20°54'34"E	120.00'
L398	S20°54'34"E	116.58'
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	36.89'
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	23.39'
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	120.29'
L417	S21°57'42"E	64.55'
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	16.35'
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	S59°05'00"W	151.49'
L453	S59°05'00"W	60.08'
L454	S59°05'00"W	64.80'
L455	S59°05'00"W	62.82'
L456	S59°05'00"W	20.12'
L457	N85°00'46"W	7.07'
L458	S74°13'28"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°24'48"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°28'11"E	35.35'
C3	25.00'	11°25'22"	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"	74.68'	N23°39'21"W	74.50'
C6	500.00'	3°10'53"	27.76'	N16°25'20"W	27.76'
C7	475.00'	8°03'08"	66.76'	N24°02'20"W	66.70'
C8	525.00'	6°06'13"	55.92'	N25°00'48"W	55.90'
C9	420.00'	45°14'21"	331.52'	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'
C13	6870.00'	0°48'55"	97.75'	N26°01'43"W	97.75'
C14	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	34.89'
C101	15.00'	88°57'26"	23.29'	N66°23'51"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°28'00"	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'	67°56'54"	59.30'	N37°29'07"W	55.88'
C108	50.00'	89°15'26"	80.44'	S73°54'43"W	58.53'
C109	50.00'	46°10'22"	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°59'46"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°37'38"	43.26'	S03°02'23"W	43.23'
C117	99.50'	24°30'40"	42.57'	N76°30'05"W	42.24'
C118	325.00'	4°33'03"	25.81'	N87°42'42"E	25.81'
C119	325.00'	3°26'58"	19.57'	N83°42'42"E	19.56'
C120	25.00'	48°11'23"	21.03'	N86°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°38'58"	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	37.89'
C129	50.00'	50°38'30"	44.19'	S88°11'55"W	42.77'
C130	50.00'	43°00'56"	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'	N32°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'	N48°14'45"W	33.19'
C143	15.00'	80°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 92588
AUSTIN, TX 78709
512-292-9531
TBPELS FIRM NO. 10194487

PROJECT NO.: 1014-002
DRAWING NO.: 014-002 PAGE 1 & 2 PLAT
PLOT DATE: 5/20/25
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JSE
SHEET 08 OF 08

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 68.080 ACRE TRACT CONVEYED TO LANY 2243, LTD IN A SPECIAL WARRANTY DEED EFFECTIVE MARCH 29, 2013 AND RECORDED IN DOCUMENT NO. 2013032802, 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 southeast corner of Lot 9, 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 southeast 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 20°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°58'08" East, a distance of 123.93 feet to a 1/2" rebar with "Early Boundary" cap to be set;
9. South 21°54'34" 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 southeast 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 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 southeast line of said Lot 1, the following six (6) courses and distances:
1. South 21°45'52" 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 229.94 feet to a 1/2" rebar with "Early Boundary" cap to be set;
3. South 21°00'07" 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°55'00" 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 451 of the Deed Records of Williamson County, Texas, a distance of 359.31 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 26.42 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 28.16 feet, and a chord which bears South 27°34'47" East, a distance of 28.15 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°28'11" East, a distance of 35.28 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 130.87 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 southeast 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°35'52" 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°33'29", 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 68.080 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 northeastmost corner of the said 0.774 acre tract;

THENCE with the northeast line of the said 0.774 acre tract, and crossing the said 68.080 acre tract, the following two (2) courses and distances:
1. South 50°23'43" 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 southeast line of the said 68.080 acre tract, being also the easternmost corner of the said 0.774 acre tract;

THENCE With the northeast right-of-way line of Southwest Bypass, and the southeast line of the said 68.080 acre tract, the following five (5) courses and distances:
1. North 39°40'31" West, a distance of 360.06 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 629.23 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 28°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 westernmost 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°28'00" East, passing a cotton spindle found at a distance of 826.43 feet and 0.84 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. 2010054106 of the Official Public Records of Williamson County, Texas;

THENCE North 75°35'37" 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 northeastmost corner of the said 68.080 acre tract;

THENCE with the northeast line of the said 68.080 acre tract, and the southeast 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 5088" cap found;
3. South 20°42'13" East, a distance of 71.61 feet to a 1/2" rebar with "Dean Woodley RPLS 5088" 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 225.98 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°02'33" East, a distance of 26.27 feet to a cotton spindle found;
8. South 30°35'57" East, a distance of 48.31 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'	S86°06'26"W	17.15'
C150	60.00'	5°41'32"	5.96'	N74°40'46"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°56'45"	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'	69°41'03"	28.86'	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'	S53°35'35"W	3.87'
C161	60.00'	145°40'46"	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'	35°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'	16°54'47"	81.18'	S19°39'05"E	80.88'
C174	275.00'	16°56'03"	81.28'	S02°43'40"E	80.98'
C175	275.00'	16°56'03"	81.28'	S14°12'24"W	80.98'
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'	S86°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	490.00'	8°02'32"	68.78'	N49°26'18"W	68.72'
C184	490.00'	13°44'29"	117.52'	N60°19'48"W	117.24'
C185	490.00'	12°47'31"	109.40'	S37°07'21"E	109.17'
C186	490.00'	7°57'24"	68.05'	S26°44'54"E	67.99'
C187	490.00'	0°48'30"	6.91'	S22°21'57"E	6.91'
C188	545.00'	8°01'59"	76.41'	N24°01'45"W	76.35'
C189	490.00'	1°53'56"	16.24'	N44°25'05"W	16.24'
C190	490.00'	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 92068
AUSTIN, TX 78709
512-202-6631
TBPELS FIRM NO. 10194487

PROJECT NO.: 1014-002
DRAWING NO.: 1014-002 PAGE 1 & 2 FLAT
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. SHEMERAL AUTHORIZED AGENT OF LAMY 2243, LTD., OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORD IN DOCUMENT NO. 2013025052 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 KL 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 300
AUSTIN, TX 78746

BY: BLUFFVIEW 2021 GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER

BY: _____
JEREMY L. SHEMERAL, MANAGER

KL 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. SHEMERAL, AS MANAGER OF BLUFFVIEW 2021 GP, LLC, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 6808733
MY COMMISSION EXPIRES 04-21-2029
COUNTY OF TRAVIS
THE STATE OF TEXAS

Angela R Rivera
My Commission Expires
4/21/2029
Notary ID 6808733

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 KL LB BUY 4 LLC, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 625441
MY COMMISSION EXPIRES 08-08-26
COUNTY OF Maricopa
THE STATE OF Arizona

JULIE GILLETT
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 625441
Expires August 08, 2026

Sofia Galina
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
Sofia Galina

10/7/25
DATE

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
FLOODPLAIN COORDINATOR, CITY OF GEORGETOWN

11/17/2025
DATE

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 FIRM 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. 2023038101, 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 ON EXISTING 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 2023-29.
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. 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 18, BLOCK D IS DESIGNATED AS THE BLUFFVIEW NATURAL AREA (BNA) LOT AND HEREBY DEDICATED TO THE PUBLIC IN ACCORDANCE WITH PUD ORDINANCE 2023-29 AND PER THE DEVELOPMENT AGREEMENT NO. 2023038101. 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 2023-29.

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: 512-436-4700

STATE OF TEXAS
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: 512-202-8531

STATE OF TEXAS
JOE BEN EARLY, JR.
6016
LAND SURVEYOR

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 11:00 O'CLOCK, A.M., AND DULY RECORDED THIS THE 18th DAY OF November 2025 A.D., AT 11:01 O'CLOCK, A.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
Brittany Harper

COUNTY COURT WILLIAMSON COUNTY TEXAS

2024-23-FP

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8531
TBPLS FIRM NO. 10194407

PROJECT NO.: 1014-002
DRAWING NO.: 1014-002 PAGE 1 & 2 PLAT
PLOT DATE: 5/20/25
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & 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

STATE OF TEXAS
T. W. HOYSA
100072
LICENSED
PROFESSIONAL ENGINEER

03/23/2026

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Landscape Improvements	5
Development Schedule	5

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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

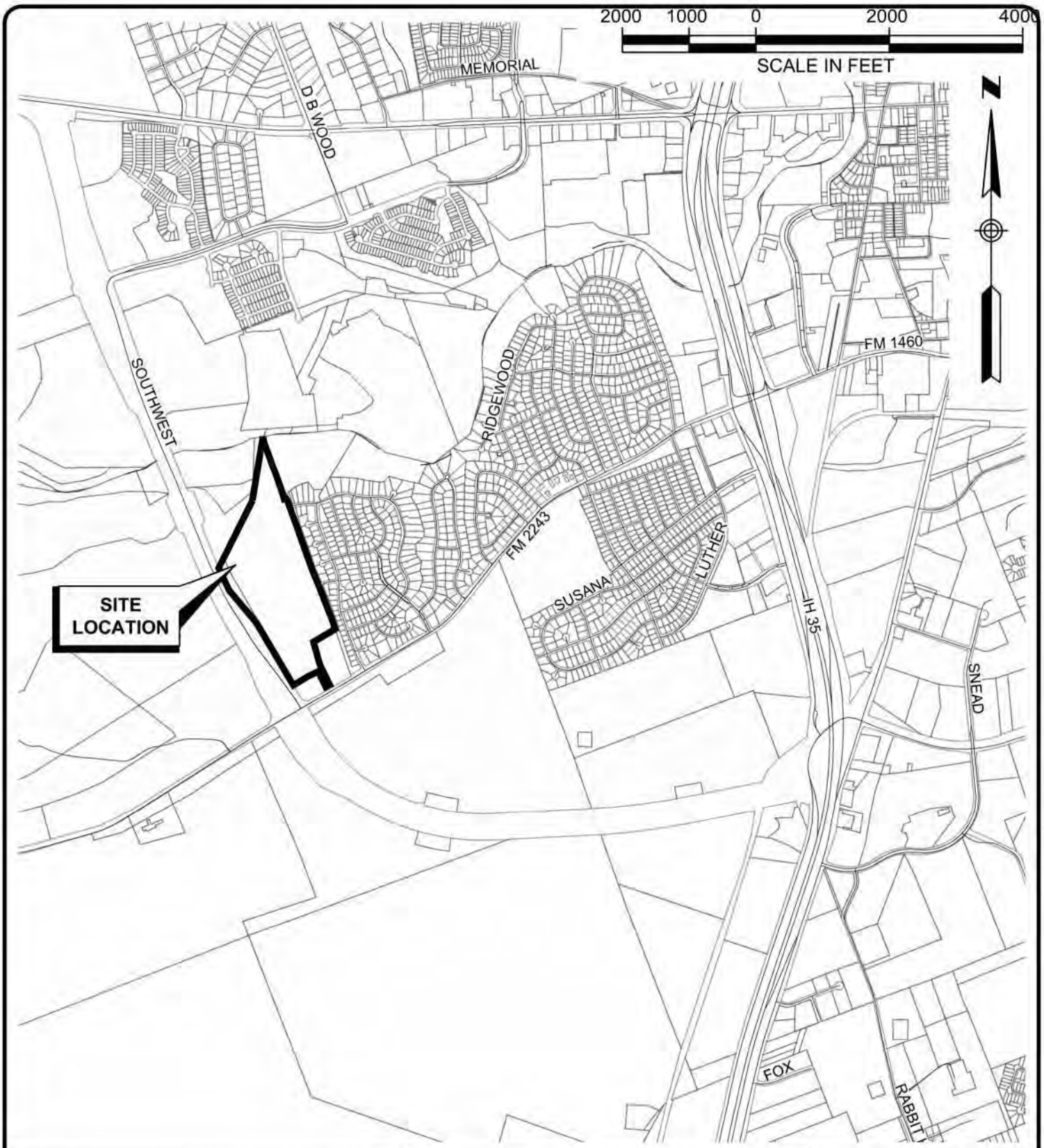
It is assumed that Area #1 will be constructed first. This will include the entry road, single-family, and the park improvements. This would include the wastewater trunk line, park access drive and parking, and the private park improvements.

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

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

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

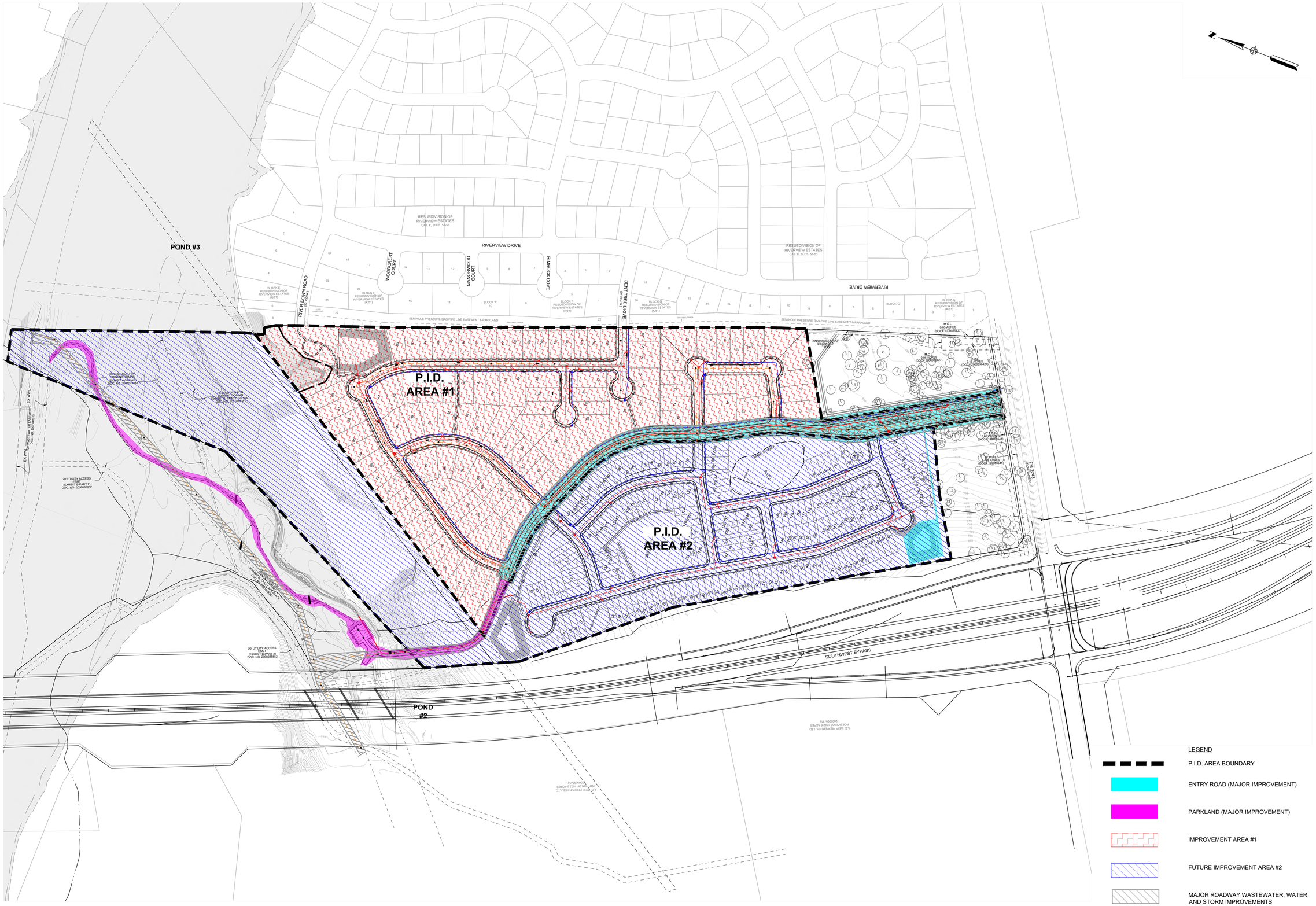
7/20/22

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

APPENDIX C

Public Improvement District Areas #1 and #2 and Major Improvement Areas Exhibit



BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C
OVERALL IMPROVEMENTS EXHIBIT

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: IMPROVEMENT AREA Exhibit.dwg

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES A. CLARK, P.E. 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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XRefs Attached: Nov 23, 2021 - 11:14:26

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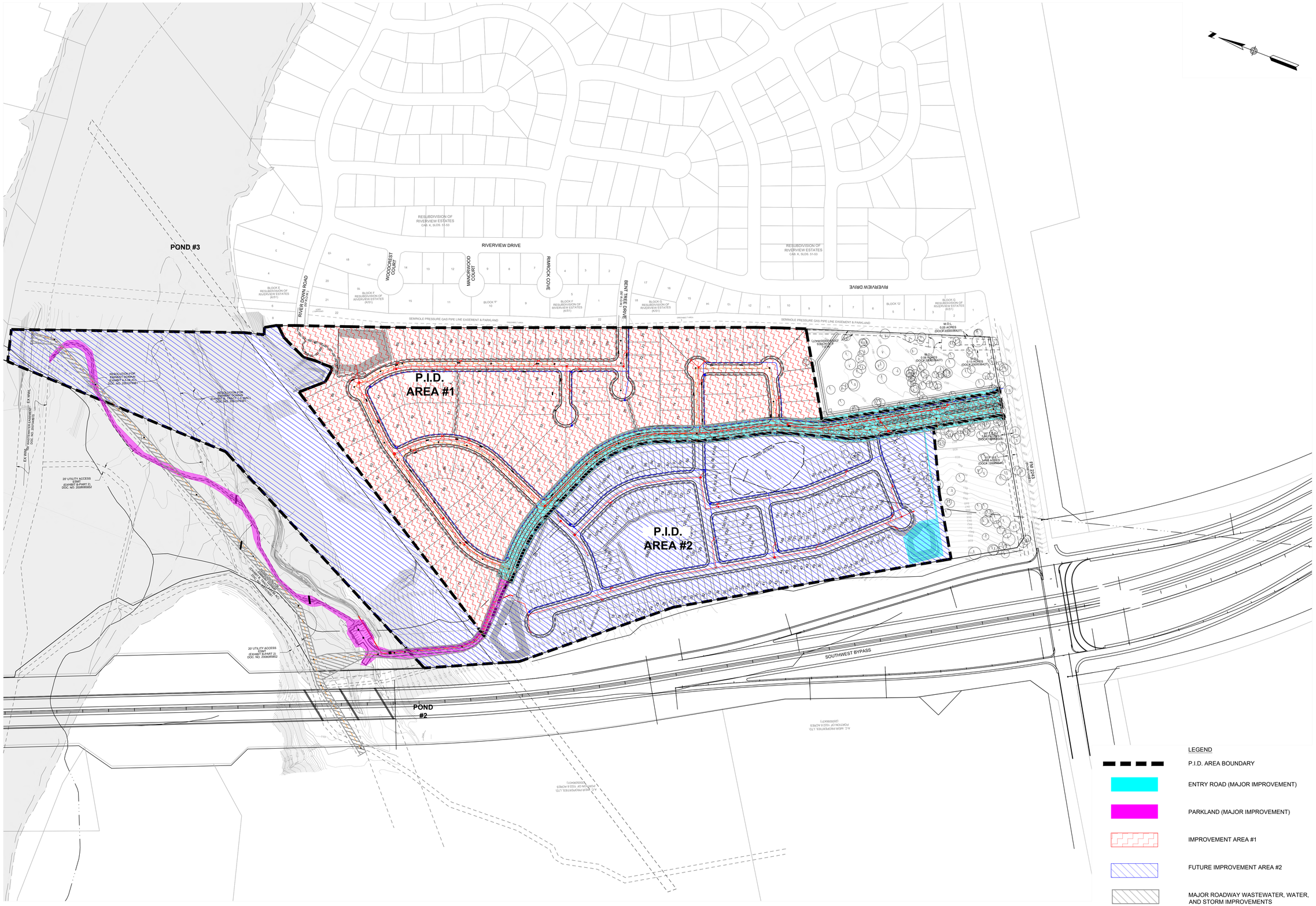

BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C
OVERALL IMPROVEMENTS EXHIBIT

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 1-28-2026.dwg

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES A. CLARK, P.E. #74396 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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Last Modified: Jan 28, 26 - 08:16
Plot Date/Time: Jan 28, 26 - 13:13

BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C-1
OVERALL MAJOR IMPROVEMENTS EXHIBIT

NO.	DESCRIPTION	BY	DATE

REVISIONS

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING: PID MAJOR IMPROVEMENT AREA Exhibit.dwg

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAC, LJA ENGINEERING, TX. 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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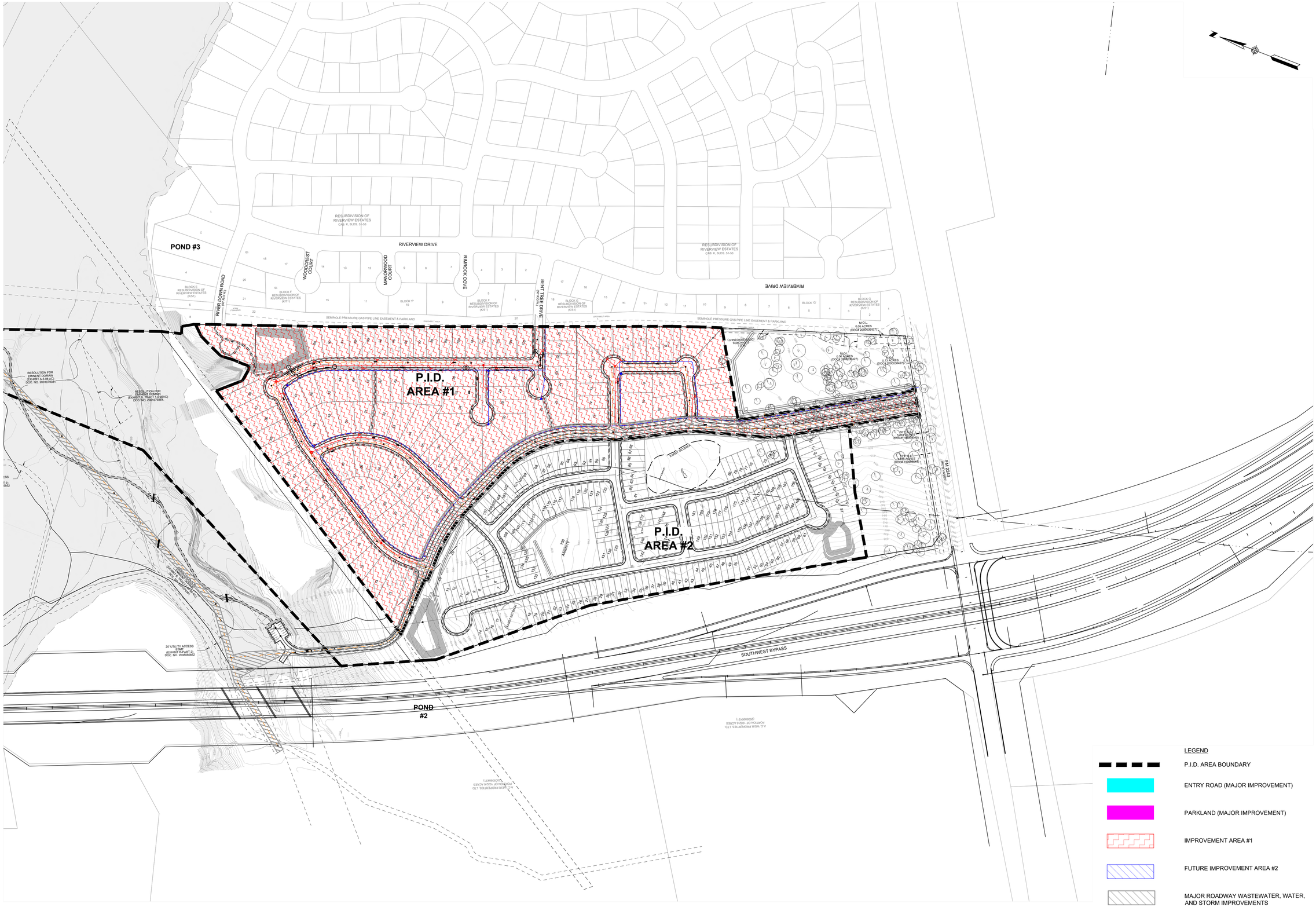
Plot Date/Time: Dec 06, 2021 - 14:45:36



BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C-2
OVERALL IMPROVEMENT AREA #1 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 1-28-2026.dwg

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES A. CLARK, P.E. #83677 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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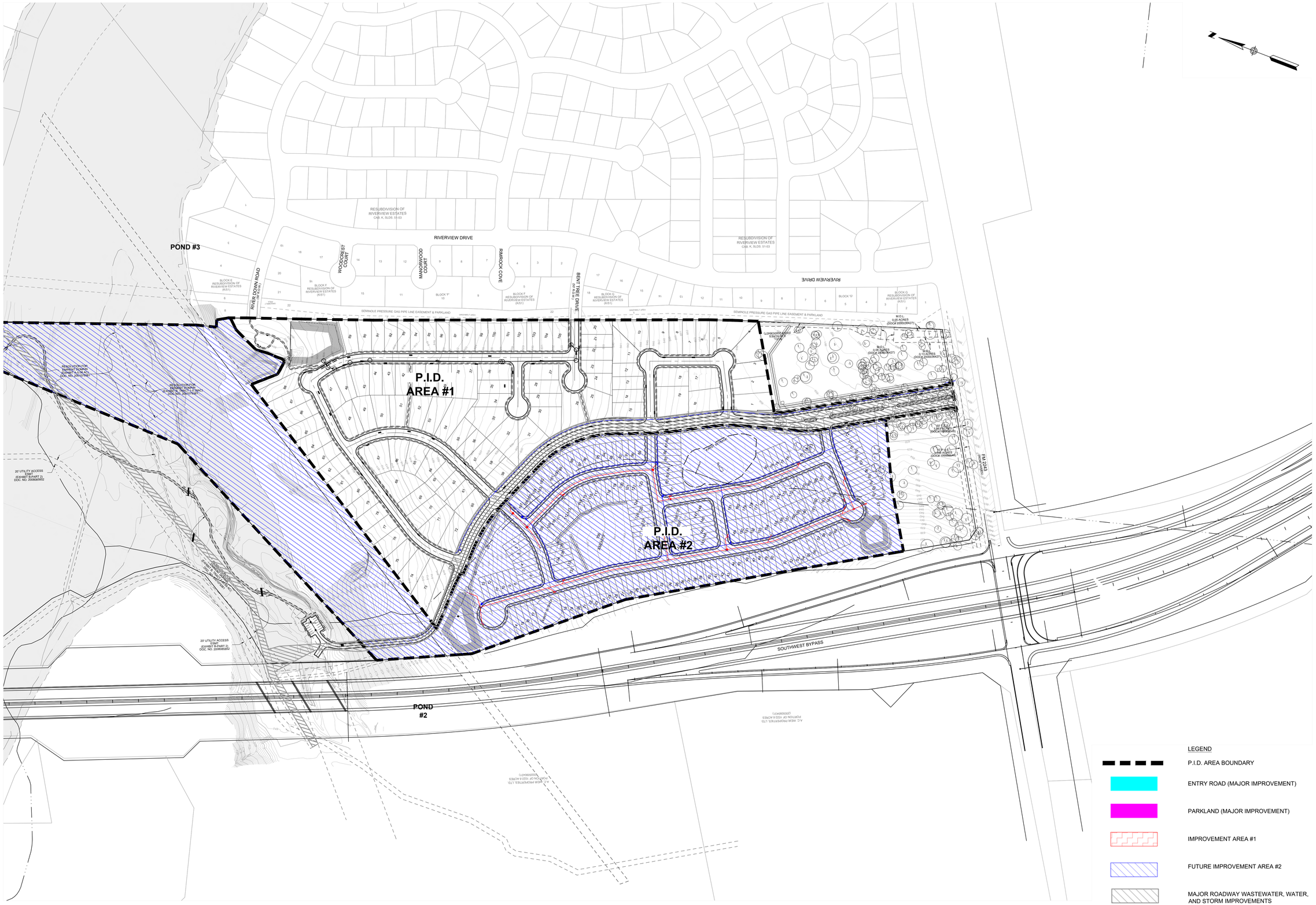
POND #3
RIVER DOWN ROAD
RIVERVIEW DRIVE
WOODCREST COURT
MANORWOOD COURT
RIMROCK COVE
BENT TREE DRIVE
RESUBDIVISION OF RIVERVIEW ESTATES CAB. K, SLDS. 51-53
BLOCK E RESUBDIVISION OF RIVERVIEW ESTATES (K51)
BLOCK F RESUBDIVISION OF RIVERVIEW ESTATES (K51)
BLOCK G RESUBDIVISION OF RIVERVIEW ESTATES (K51)
BLOCK 'F'
BLOCK 'G'
SEMINOLE PRESSURE GAS PIPE LINE EASEMENT & PARKLAND
P.I.D. AREA #1
P.I.D. AREA #2
POND #2
SOUTHWEST BYPASS
FM 2243
M.D.I. 0.05 ACRES (DOCX 2020039427)
M.D.I. 0.05 ACRES (DOCX 2020039427)
M.D.I. 0.13 ACRES (DOCX 2020039427)
M.D.I. 0.13 ACRES (DOCX 2020039427)
M.D.I. 0.07 ACRES (DOCX 2020039427)
M.D.I. 0.07 ACRES (DOCX 2020039427)
M.D.I. 0.05 ACRES (DOCX 2020039427)
M.D.I. 0.05 ACRES (DOCX 2020039427)
M.D.I. 0.05

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 NUMBER: FID MAJOR IMPROVEMENT AREA Exhibit.dwg

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAC, P.E. 81755 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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User: jackson
Last Modified: Jan 25, 2021 - 09:20
Plot Scale/Date: Jan 25, 2021 - 2:06:34

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

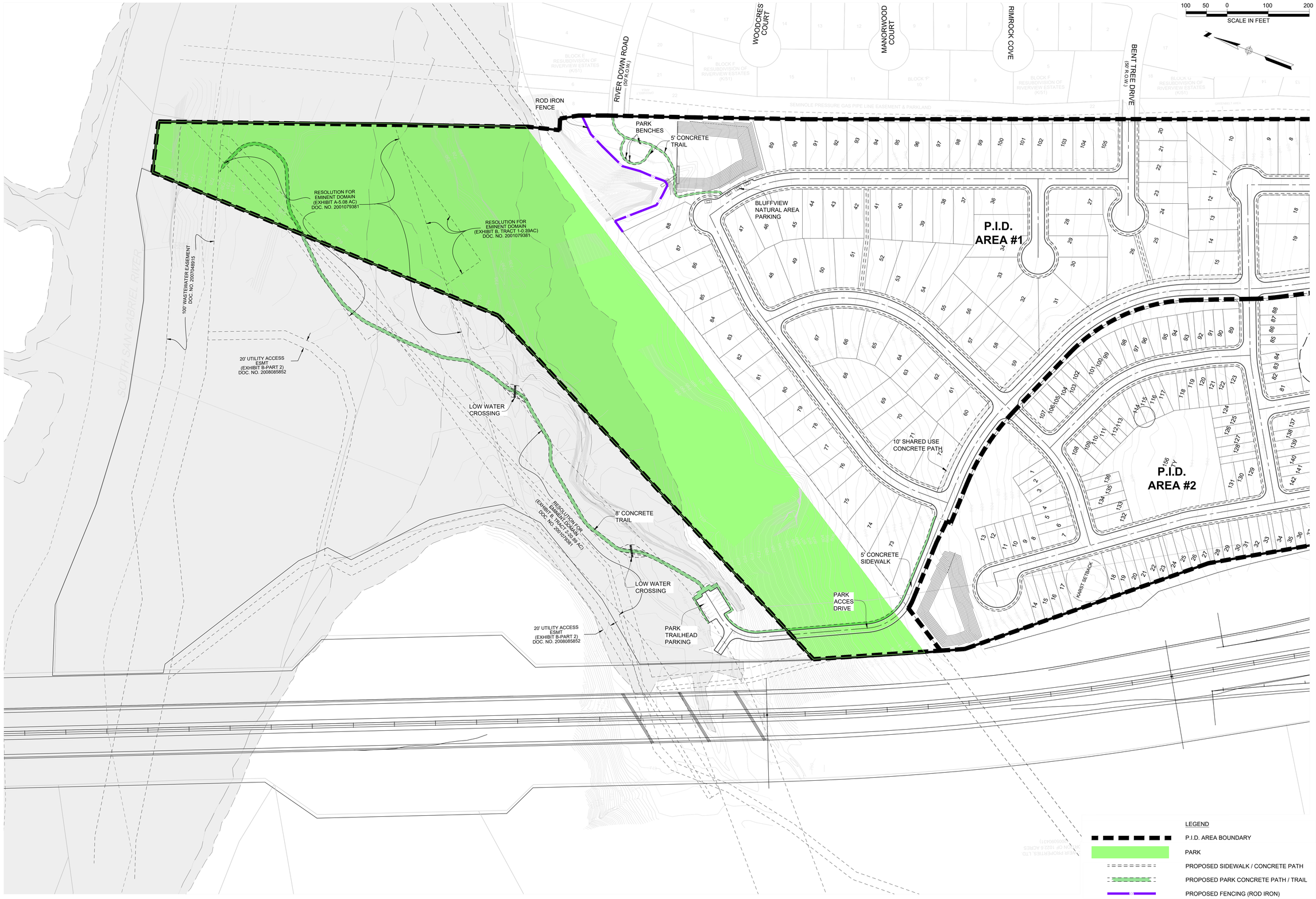
Engineering & Surveying, Inc.

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.	DESCRIPTION	BY	DATE

REVISIONS

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 AND RECEIVED 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

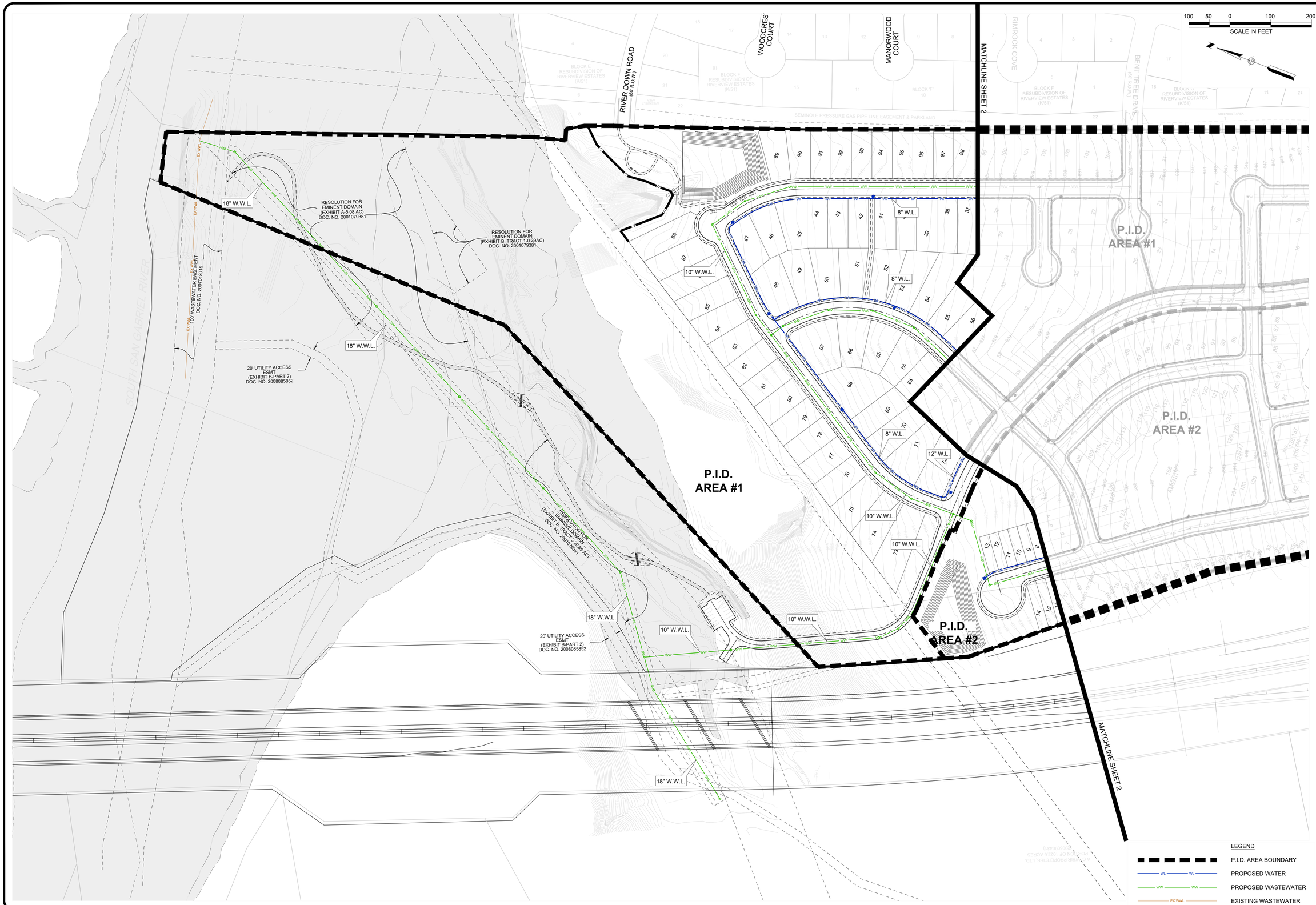
JOB NUMBER: A000-000-000

SHEET NO. 1 OF 1 SHEETS

I:\A140 Riverside Res\Bluffview\exhibits\APPCD-WWW.dwg
User: jclark
Last Modified: Nov. 23, 21 - 14:41
Plot Style: Nov. 23, 21 - 13:46

APPENDIX F

Water and Wastewater Improvements Exhibit



BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX F
WATER & WASTEWATER IMPROVEMENTS EXHIBIT

NO.	DATE	BY	REVISIONS DESCRIPTION

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 MARK A. LAKE, P.E. 81393 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 2 SHEETS

I:\A46 Riverside Ranch\Bluffview\exhibits\APPCD-WWW.dwg
User: jclark
Last Modified: Nov. 23, 21 - 14:46
Last Plotted: Nov. 23, 21 - 14:59

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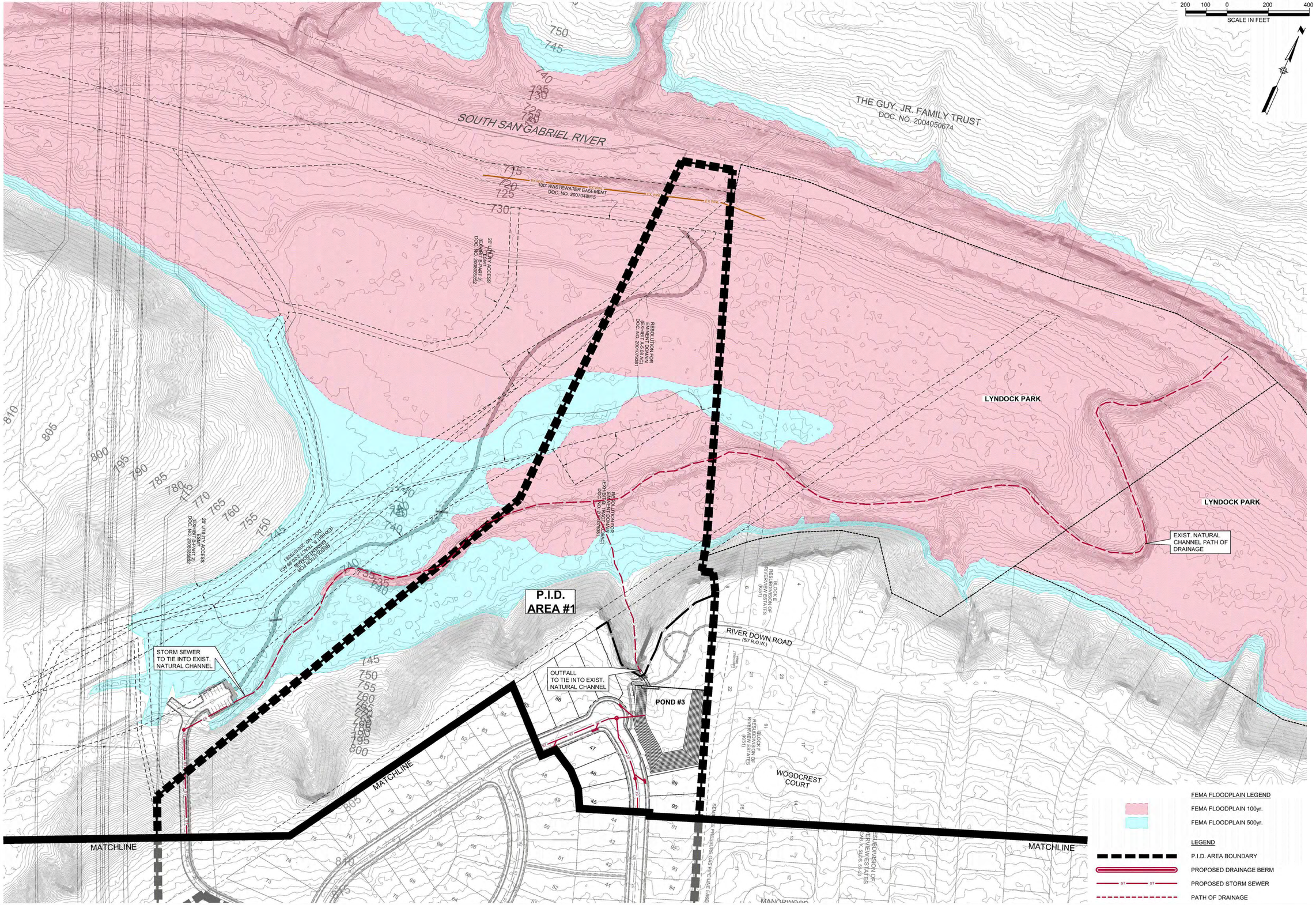
APPENDIX G

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: J:\PROD-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

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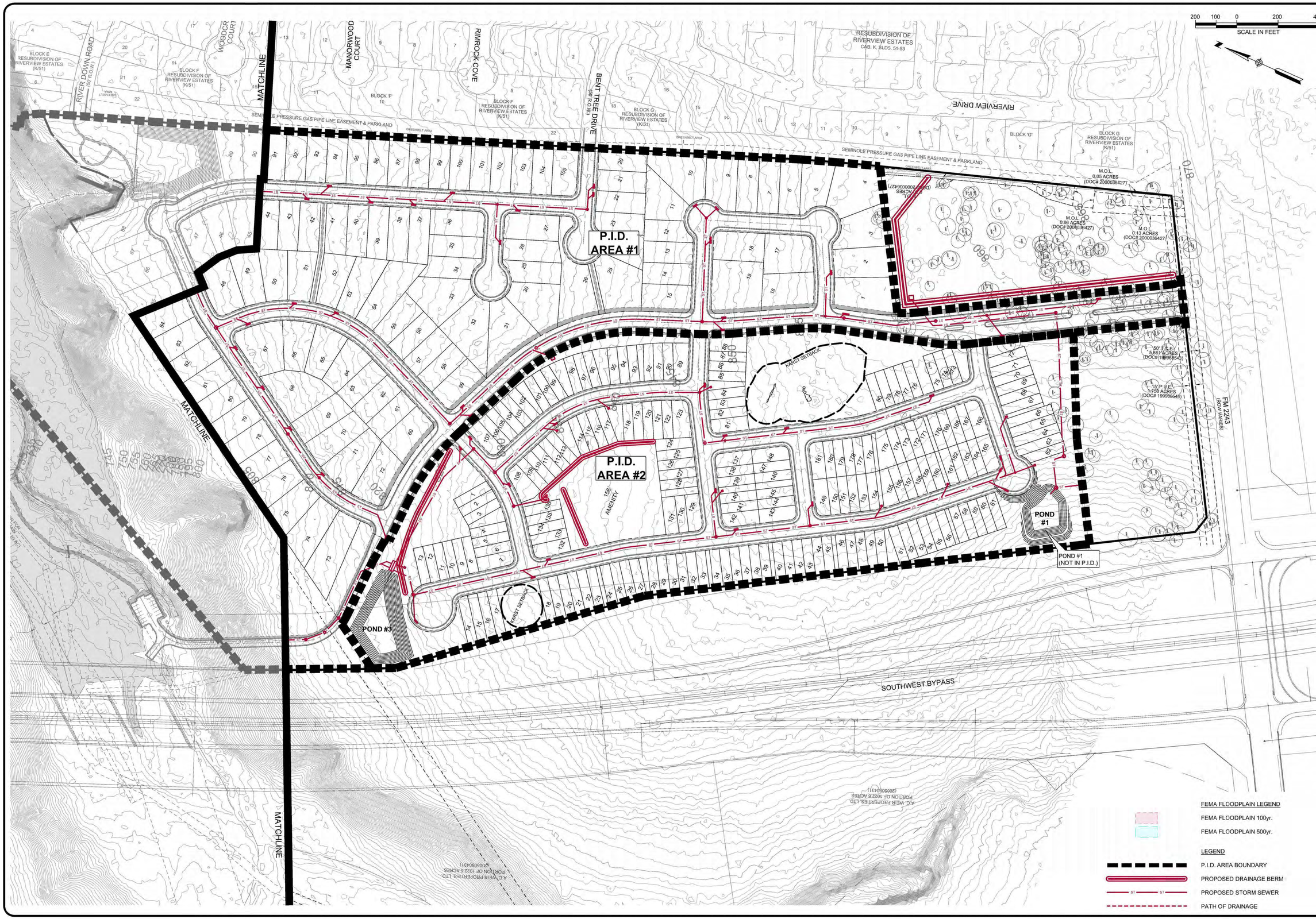
User: JCarter
Last Modified: Dec 10, 21 - 15:01
Plot Scale/Time: Dec 10, 21 - 15:06



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JOB NUMBER: A000-000-000

SHEET NO. 2 OF 2 SHEETS

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User: JCarter
Last Modified: Dec. 16, 21 - 12:19
Plot Date/Time: Dec 16 21 - 12:26:20

Bluffview Public Improvement District

First Reading of PID Assessment Ordinance

Presented by
Nick Woolery, Assistant City Manager

April 28, 2026

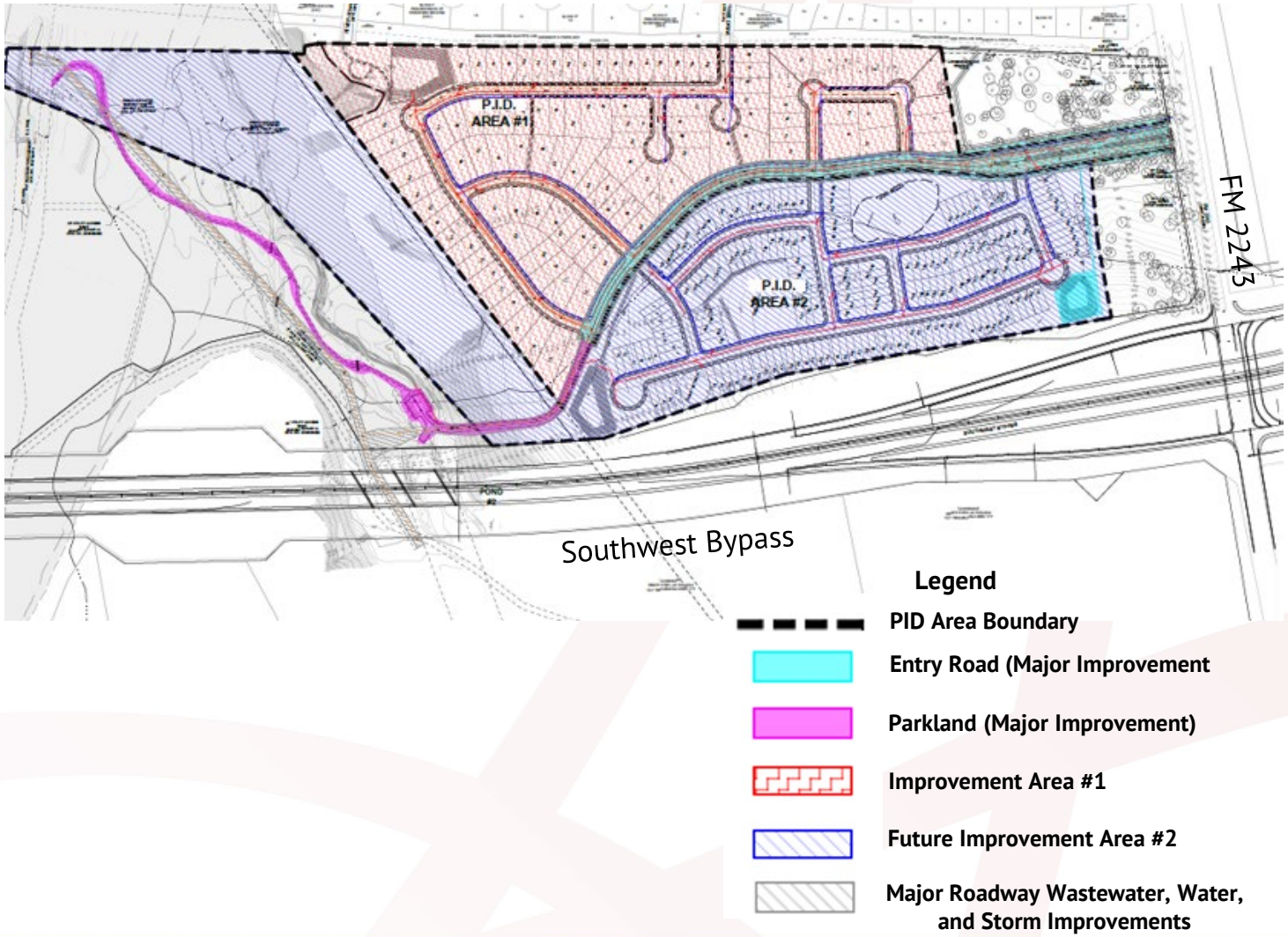
GEORGETOWN TEXAS

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** (previous item)
  - Includes estimated assessment roll and preliminary Service and Assessment Plan
- *** April 28, 2026- 1st Reading of an Ordinance** *we are here*
  - 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**
  - Levying of special assessments
  - Council to adopt Service and Assessment Plan (SAP) and agreements by ordinance
- **Future Council Meetings- Bond Issuing**

Bluffview Development

- **Location**
  - 68.080 acres generally located at FM 2243 and Southwest Bypass in the corporate limits of the City of Georgetown
- **Developer**
  - LAMY 223, LTD
- **General Features**
  - Single Family: 44.3 acres
  - Residential Condominiums: 23.78 acres
  - Parkland: 14 acres
  - Additional Weir Parkland: 23.866 acres



Authorized Improvements

- **Streets-** 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.
- **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.
- **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.
- **Drainage-** includes storm sewer, trench safety, manholes, junction boxes, curb inlets, grate inlets, berms, berm/swale, channel, and headwall. The water quality/detention ponds are excluded from Public Improvements.
- **Landscaping-** Includes rock wall, rock columns, entry monument and landscaping (trees/scrubs/sod/plantings), irrigation, electrical for irrigation, and landscape and landscape/monument lighting.
- **District Formation Expenses**

Authorized Improvements

	Total Costs[a]	Improvement Area #1		Future Improvement Area	
		%	Cost	%	Cost
Major Improvements [b]					
Street	$ 1,550,294	50.04%	$ 775,827	49.96%	$ 774,467
Water	438,461	50.04%	219,423	49.96%	219,038
Wastewater	891,856	50.04%	446,319	49.96%	445,537
Drainage	2,518,802	50.04%	1,260,505	49.96%	1,258,297
Landscaping	1,130,216	50.04%	565,603	49.96%	564,613
Soft Costs[c]	914,148	50.04%	457,475	49.96%	456,673
	$ 7,443,777		$ 3,725,151		$ 3,718,625
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	1,419,867	100.00%	1,419,867	0.00%	-
Landscaping	83,680	100.00%	83,680	0.00%	-
Soft Costs[c]	617,717	100.00%	617,717	0.00%	-
	$ 5,029,983		$ 5,029,983		$ -
Bond Issuance Costs [d]					
Debt Service Reserve Fund	$ 359,900		$ 359,900		$ -
Capitalized Interest	124,777		124,777		-
Underwriter Discount[e]	136,950		136,950		-
Cost of Issuance	273,900		273,900		-
	$ 895,527		$ 895,527		$ -
First Year Annual Collection Costs [d]					
Deposit to Administrative Fund	$ 40,000		$ 40,000		$ -
	$ 40,000		$ 40,000		$ -
Total	**$ 13,409,286**		**$ 9,690,661**		**$ 3,718,625**

Service Plan: Sources and Uses

	Improvement Area #1	Future Improvement Area	Total
Sources of Funds			
Improvement Area #1 Bonds	$ 4,565,000	$ -	$ 4,565,000
Future Improvement Area Apportionment of Costs	-	3,718,625	3,718,625
Developer Contribution[a]	5,125,661	-	5,125,661
Total Sources of Funds	**$ 9,690,661**	**$ 3,718,625**	**$ 13,409,286**
Uses of Funds			
Major Improvements	$ 3,725,151	$ 3,718,625	$ 7,443,777
Improvement Area #1 Improvements	5,029,983	-	5,029,983
	$ 8,755,134	$ 3,718,625	$ 12,473,760
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	**$ 9,690,661**	**$ 3,718,625**	**$ 13,409,286**

Maximum Assessment per Lot Type

Lot Type	Units[a]	Estimated Buildout Value[a]		Assessment[b]		Average Annual Installment		Gross PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	
Improvement Area #1								
Lot Type 1	65	$ 660,000	$ 42,900,000	$ 39,098.11	$ 2,541,377	$ 3,625.09	$ 235,631	$ 0.55
Lot Type 2	24	790,000	18,960,000	46,799.25	1,123,182	4,339.12	104,139	$ 0.55
Lot Type 3	16	950,000	15,200,000	56,277.58	900,441	5,217.93	83,487	$ 0.55
Subtotal	**105**		**$ 77,060,000**		**$ 4,565,000**		**$ 423,256**	**$ 0.55**

Service and Assessment Plan

- This is approved as Exhibit A to the Assessment Ordinance
- Hereafter, the City Council is required by the PID Act to annually review and approve any changes to the SAP as part of the City's budget process.
- The PID Act requires the Service Plan to cover a period of at least 5 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.
- 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.

Next Steps

- **May 12, 2026- Public Hearing and 2nd Reading of an Ordinance**
  - Levying of special assessments
  - Council to adopt Service and Assessment Plan (SAP) and agreements by ordinance
- **Future Council Meetings- Bond Issuing**
  - Before any debt is issued, item will be brought before Council to ensure compliance with PID Policy

First 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.