Notice of Meeting of the City Council of the City of Georgetown, Texas September 22, 2026

The Georgetown City Council will meet on September 22, 2026 at 2:00 PM at Council and Court Building, 510 W. 9th Street.

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

Policy Development and Discussion - Workshop

1.A 3rd Quarter Financial Report
Presentation and discussion regarding the quarterly financial report for the quarter ended June 30, 2026 -- Randi Cormack, Budget Manager

1.B rideGTX Update
Presentation and discussion regarding rideGTX rate and service hour changes -- Lua Saluone, P.E., Transportation Manager

1.C Blue Hole Park Update
Presentation and discussion regarding Blue Hole Park Renovations and Operational Plan -- Eric Nuner, Interim Parks and Recreation Director

1.D 9th and Main St. Parking Garage Retail Space Discussion
Presentation and discussion regarding the 9th and Main St. retail development opportunity, which will provide approximately 16,000 square feet of retail space on the first floor of the future 9th and Main St. Parking Garage -- Kim McAuliffe, Downtown & Tourism 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 09.22.2026
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
- Austin Avenue Bridges

- Settlement Agreement between the City of Georgetown, Cunningham Constructors and Associates Inc., and Atlantic Specialty Insurance Company for Cause No. 24-2681-C26, pending in Williamson County District Court.

Sec. 551.072: Deliberations about Real Estate

- Deliberation regarding the purchase, exchange, lease, or value of two certain tracts of land situated in Williamson County, Texas, such tracts being locally known as 601 S. Main Street, Georgetown, Texas 78626; and 101 E. 7th Street, Georgetown, Texas 78626

Sec. 551.087: Deliberation Regarding Economic Development Negotiations

- Project Hay
- Project Lost Mine Peak
- Project Moonrise
- Project Vista Prism
- Project Spurs

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

3.A Call to Order 09.22.2026
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@georgetowntexas.gov.

4.A Public Wishing to Address 09.22.2026
At the time of posting, no one had signed up to speak.

Statutory Consent Agenda

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

be discussed and acted upon individually as part of the Regular Agenda.

5.A Council Minutes 09.08.2026
Consideration and possible action to approve the meeting minutes of the City Council meeting held on September 8, 2026 -- Robyn Densmore, City Secretary

5.B Appointment of Ethics Commission
Consideration and possible action to confirm the appointment of the Ethics Commission, with designations by each councilmember -- Mayor Josh Schroeder

5.C Quarterly Financial Report
Consideration and possible action to accept the City's Quarterly Financial Report, which includes the Investment Reports for the City of Georgetown, Georgetown Transportation Enhancement Corporation (GTEC), and the Georgetown Economic Development Corporation (GEDCO) for the quarter ended June 30, 2026 -- Randi Cormack, Budget Manager

5.D Resolution - Bond Reimbursement FY27
Consideration and possible action to approve a Resolution expressing official intent to reimburse certain expenditures of the city related to capital equipment, right of way, and the design & construction of various capital projects in an amount not to exceed $130,762,073.00 with proceeds from bonds that will be issued in the Spring of 2027 -- Leigh Wallace, Chief Financial Officer

5.E Resolution - Heirloom 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 (Heirloom Public Improvement District Major Improvement Area Project)" -- Nick Woolery, Assistant City Manager

5.F Resolution - Heirloom PID Construction, Financing, and Reimbursement Agreement
Consideration and possible action to approve a Resolution approving the PID Construction, Financing and Reimbursement 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, P3 Works, City of Georgetown PID Administrator

5.G Interlocal Agreement with The City of Kingsville
Consideration and possible action to approve an Interlocal Agreement with City of Kingsville to allow for cooperative purchasing -- Donna Cantwell, Purchasing Manager

5.H Interlocal Agreement between the City of Euless and the City of Georgetown
Consideration and possible action to approve an Interlocal Agreement with the City of Euless, Texas to allow each party to purchase goods and services from vendors selected

through the competitive process -- John Sullivan, Fire Chief

5.I Airport Rates and Fees Schedule FY2027
Consideration and possible action to adopt a Resolution approving the annual Airport Rates and Fees Schedule for the Georgetown Executive Airport -- Matthew Sommerfeld, Airport Manager, and Eric Johnson, Public Works Director

5.J Annual Amazon Contract
Consideration and possible action to approve the annual estimated expenditure for Fiscal Year 2027 with Amazon.com to provide a variety of supplies and equipment through the Omnia Purchasing Cooperative, Contract R-TC-17006, in an amount not to exceed $750,000.00 and to approve an increase to $525,000.00 for the annual expenditure with Amazon.com for Fiscal Year 2026 -- Donna Cantwell, Purchasing Manager

5.K FY27 Medical Supply Purchases
Consideration and possible action to appropriate funds and approve the purchase of emergency medical supplies in a consolidated medical supply budget from McKesson, Zoll, Bound Tree, Henry Schein, Stryker, Operative IQ, Life Assist, and Teleflex multiple vendors at an amount not to exceed $550,000.00 for FY27 and authorize the City Manager to negotiate and approve the terms and conditions of each purchase -- John Sullivan, Fire Chief

5.L Appropriation of Water Meters with Thirkettle Corporation dba Aqua-Metric Sales Company
Consideration and possible action to appropriate of an additional $760,000.00 with Thirkettle Corporation dba Aqua-Metric Sales Company pursuant to Contract 26-0072-GC for the purchase of water meters -- Chase Kluge, Water Utility Manager

5.M Ranger Facility Group Janitorial Services Contract
Consideration and possible action to approve a janitorial services agreement with Ranger Facility Group, LLC pursuant to TIPS contract # 260504 in an amount not to exceed $1,342,195.00 and authorizing the City Manager to approve month-to-month renewals under the same terms and conditions -- Eric Johnson, Public Works Director, and Trish Long, Facility Services Manager

5.N Southland Industries - HVAC Maintenance
Consideration and possible action to approve an agreement Southland Industries pursuant to Choice Partners Contract CSP 25-035MR-60 for heating, ventilation and air conditioning (HVAC) maintenance services with an annual not to exceed amount of $600,000.00 -- Eric Johnson, Public Works Director, and Trish Long, Facility Services Manager

5.O DH Pace Company - Overhead Door Contract
Consideration and possible action to approve an agreement with DH Pace Company pursuant to BuyBoard contract 757-24 for overhead door Inspections, maintenance, and repair with an annual not to exceed amount of $75,000.00 -- Eric Johnson, Public Works Director, and Trish Long, Facilities Services Manager

5.P Ratification for Recreation Center Indoor Pool Replaster
Consideration and possible action to ratify an Agreement with Hancock Pool Service Inc. pursuant to Buyboard Contract 801-26 in an amount not to exceed $197,750.00 for indoor pool plaster services at the Recreation Center Indoor Pool -- Eric Nuner, Interim Parks and Recreation Director

5.Q Ratification for Pedro S S Services, Inc Electric Underground Construction
Consideration and possible action to ratify the engagement of Pedro S S Serivces, Inc for Electric Underground Construction and Maintenance Services, on a not-to-exceed basis of $586,542.50, in connection with the GB90/GB100 Capacity Upgrades Capital Improvement Project, which required expedited performance to meet a contractual delivery deadline for electric service to a large Commercial & Industrial customer and to avoid the City's exposure to liquidated damages – Richard Pajestka, Electric Engineering and Operations Manager

5.R Routine Airport Maintenance Grant (RAMP)
Consideration and possible action to approve the Texas Department of Transportation Grant for Routine Airport Maintenance -- Eric Johnson, Public Works Director, and Matthew Sommerfeld, Airport Manager

5.S Itineris UMAX Application Maintenance and Support Renewal
Consideration and possible action to approve a renewal with Itineris NA, Inc. for UMAX software licensing, SaaS support, managed services, Wrong Day Irrigation program services, and related travel expenses in an amount not to exceed $1,045,813.32 -- Greg Berglund, Assistant IT Director, and Chris Bryce, IT Director

5.T Final Project and Financing Plan and the Amended and Restated TIF Zone Number Six Infrastructure Reimbursement Agreement for North Georgetown TIRZ
Consideration and possible action to approve the Amended and Restated TIF Zone Number Six Infrastructure Reimbursement Agreement by and among the City of Georgetown, the Board of Directors of the City of Georgetown Tax Increment Financing Zone Number Six and JSACQ/Georgetown, LP -- Cameron Goodman, Director of Economic Development

5.U FY27 Purchase of Police uniforms and equipment thru Galls, LLC BuyBoard Cooperative 773-25
Consideration and possible action to approve police uniforms and equipment purchases with Galls, LLC pursuant to BuyBoard Contract 773-25 in an amount not to exceed $125,000.00 -- Cory J. Tchida, Police Chief

5.V Second Reading - Civil Service Strength of Force Ordinance
Second Reading of an Ordinance establishing the classifications and number of positions (Strength of Force) for all the City of Georgetown Fire Fighters and Police Officers pursuant to Chapter 143 of the Texas Local Government Code pertaining to Civil Service -- Robyn Iverson, Senior Human Resources Generalist

5.W Second Reading - Amendment to Ordinance No. 2021-94 for TIRZ No. 6
Second Reading of an Amendment to Ordinance No. 2021-94 designating Reinvestment Zone Number 6 -- Cameron Goodman, Economic Development Director

5.X Second Reading - Amending Rates of Speed on Ronald Reagan Blvd
Second Reading of an Ordinance to amend sections 10.12.090 & 10.12.130 of the Code of Ordinances related to the rates of speed on Ronald Reagan Blvd; extending the speed limit on Westinghouse Rd within the City limits; establishing a school zone on State Highway 195; and relocating a school zone on Woodlake Dr -- Lua Saluone, P.E., Transportation Manager

5.Y Second Reading - Amending Chapter 13.28 - Drainage Utility of the City of Georgetown Code of Ordinances
Second Reading of an Ordinance amending Chapter 13.28 – Drainage Utility of the City of Georgetown Code of Ordinances related to privately owned drainage systems, responsible parties, and the Drainage Utility fees -- April Haughey, Assistant Public Works Director

Legislative Regular Agenda

6.A Second Reading - Yearwood In-City MUD
Second Reading of an Ordinance of the City Council of the City of Georgetown, Texas approving the "Consent Agreement" between the City, PIA Captial, LLC-Series I, a Texas limited liability company, PIA Captial, LLC-Series II, a Texas limited liability company, John Edward Boyce Yearwood, an individual (collectively, "Yearwood"); PLI I-D, LP, a Texas limited partnership ("Peregrine"); and Georgetown FCL Owner, LLC, a Delaware limited liability company ("FCL"), consenting to the creation of an In-City Municipal Utility District over approximately 726 acres of land generally situated west of the intersection of Ronald W. Reagan Jr. Blvd. and Rattlesnake Road and north of Sun City -- Nick Woolery, Assistant City Manager

6.B Second Reading - Woodside MUD Amended and Restated First Amendment to Consent Agreement
Second Reading of an Ordinance of the City Council of the City of Georgetown, Texas approving the “Amended and Restated First Amendment to Consent Agreement,” between the City of Georgetown, Texas, MK Woodside Development, Inc., and Woodside Municipal Development District No. 1 to revise definitions, the applicable land use plan, tree preservation standards, and notice provisions -- Nick Woolery, Assistant City Manager, and Edgar Garcia, Planning Director

6.C First and Final Reading - Ordinance for Utility System Revenue Bonds, Series 2026A
Consideration and possible action to approve on first and final reading an Ordinance Authorizing the City of Georgetown, Texas Utility System Revenue Bonds, Series 2026A; Pledging Certain Revenues in Support of the Bonds; Approving an Official statement and a Paying Agent/registrar Agreement; Awarding the Sale of the bonds; and Authorizing Other Matters Relating to the Bonds -- Leigh Wallace, Chief Financial Officer

6.D First Reading - Ordinance amending Section 13.04.180, "Rates & Charges - Solid Waste Disposal - Schedule

First Reading of an Ordinance amending Section 13.04.180, "Rates & Charges - Solid Waste Disposal Schedule" of the Code of Ordinances of the City of Georgetown -- April Haughey, Assistant Public Works Director

6.E First Reading - Levying Special Assessments for Heirloom PID

First Reading of an Ordinance levying special assessments for, and apportioning the costs of, certain improvements to Property in and for the Heirloom Public Improvement District Major Improvement Area; fixing a charge and lien against all properties within the Major Improvement Area 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; and approving a Service and Assessment Plan -- 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
September 22, 2026

SUBJECT:
3rd Quarter Financial Report

SUGGESTED ACTION:
Presentation and discussion regarding the quarterly financial report for the quarter ended June 30, 2026 -- Randi Cormack, Budget Manager

ITEM SUMMARY:
The Quarterly Financial Report to Council is available on ClearGov: https://city-georgetown-tx-cleardoc.cleargov.com/20808/796019/d

An executive summary is included to highlight variances with regards to the revenues, expenses, and an overview of the investment portfolio as of June 30, 2026. The Financial Report shows a comparison of current year to date revenues and expenses compared to the prior year for the third quarter of the fiscal year and FY26 projections for all major funds.

In general, all the City's major funds are tracking well compared to the FY2026 budget.

The report also includes updates on capital projects and a summary of active grants.

The investment activity and strategies described in the investment report are in compliance with the City's Investment Policy and state law. This report meets the quarterly reporting requirements mandated by the Public Funds Investment Act.

FINANCIAL IMPACT:

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
FY2026 Q3 Council Presentation.pdf

Quarterly Financial Report

QUARTERLY FINANCIAL REPORT

AGENDA

- Quarter Background
- General Fund
- Electric Fund
- Water Fund

QUARTERLY FINANCIAL REPORT

THIRD QUARTER BACKGROUND

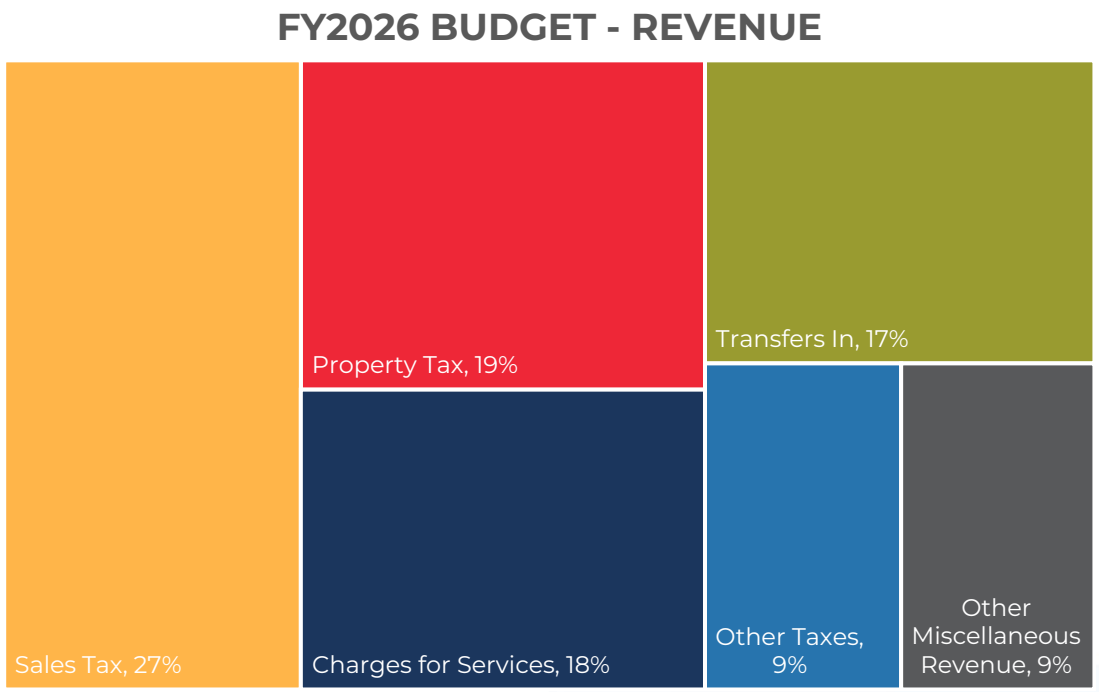
- Budget in this report reflects the CIP Roll Forward and Mid-Year Budget Amendment
- Year-over-year comparisons of FY2025 and FY2026
- Include Q3 actuals to budget comparisons
- Include Q3 actuals to projections comparisons
- Financials are preliminary and unaudited

GENERAL FUND

QUARTERLY FINANCIAL REPORT

QUARTERLY FINANCIAL REPORT

GENERAL FUND



- Revenue Budget Sources
  - The FY2026 revenue budget for the General Fund is $120.5 million
  - Sales Tax totals 27% of revenues
  - Property Tax totals 19% of revenues
  - Charges for Services total 18% of General Fund revenues
  - Transfers In to the General fund is 17% of budgeted revenues
    - PILOT from city owned utilities is 7% and franchise fees is 3% to match our Fiscal and Budgetary Policy

QUARTERLY FINANCIAL REPORT

GENERAL FUND

General Fund							
Quarterly Comparison: Q3 FY26	Budget	FY2025	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Quarterly Comparison	
	FY2026	YTD Actuals: Q3 FY25	YTD Actuals: Q3 FY26	Variance	% of Budget	Variance	% Variance
Revenue							
40001:Property Taxes	23,370,763	20,669,240	21,097,399	(2,273,364)	90.27%	428,158	2.07%
40002:Sales Taxes	32,774,595	18,647,542	19,082,500	(13,692,095)	58.22%	434,958	2.33%
40005:Franchise Taxes	10,468,575	5,770,531	7,557,877	(2,910,698)	72.20%	1,787,346	30.97%
40008:Other Taxes	750,000	604,914	556,488	(193,512)	74.20%	(48,426)	-8.01%
41001:Fines	638,575	522,340	431,944	(206,631)	67.64%	(90,396)	-17.31%
42001:Interest Income	1,782,000	1,375,291	1,076,265	(705,735)	60.40%	(299,026)	-21.74%
43001:Fees	12,554,266	8,505,271	8,490,652	(4,063,614)	67.63%	(14,619)	-0.17%
43003:Permits	4,825,000	3,685,756	3,705,586	(1,119,414)	76.80%	19,830	0.54%
43004:Administrative Charges	3,860,492	1,669,838	2,895,368	(965,124)	75.00%	1,225,530	73.39%
43005:Rental Revenue	58,846	47,953	65,270	6,424	110.92%	17,318	36.11%
45001:Misc Revenue	413,371	686,611	430,419	17,048	104.12%	(256,192)	-37.31%
45002:Insurance Proceeds	-	-	22,900	22,900	0.00%	22,900	0.00%
45003:Misc Reimbursements	6,180	10,670	38,819	32,639	628.14%	28,149	263.82%
45004:Sale of Property	-	4,302	10,499	10,499	0.00%	6,197	144.06%
44001:Grant Revenue	-	49,449	807,972	807,972	0.00%	758,523	1533.95%
44501:Contribution Revenue	-	-	1,009	1,009	0.00%	1,009	0.00%
44502:Developer Contributions	400,000	607,303	982,260	582,260	245.57%	374,958	61.74%
44503:Interlocal Agreement Revenue	7,833,534	4,923,767	5,423,702	(2,409,833)	69.24%	499,935	10.15%
44504:Donations	-	57,875	1,249	1,249	0.00%	(56,626)	-97.84%
44505:Sponsorship	3,000	-	-	(3,000)	0.00%	-	0.00%
70001:Transfers In	1,466,584	2,342,455	1,466,584	-	100.00%	(875,871)	-37.39%
70002:Transfers In - Payment in Lieu of Ta	19,253,673	12,030,162	13,309,440	(5,944,232)	69.13%	1,279,278	10.63%
Revenue Total	**120,459,454**	**82,211,268**	**87,454,201**	**(33,005,252)**	**72.60%**	**5,242,933**	**6.38%**

QUARTERLY FINANCIAL REPORT

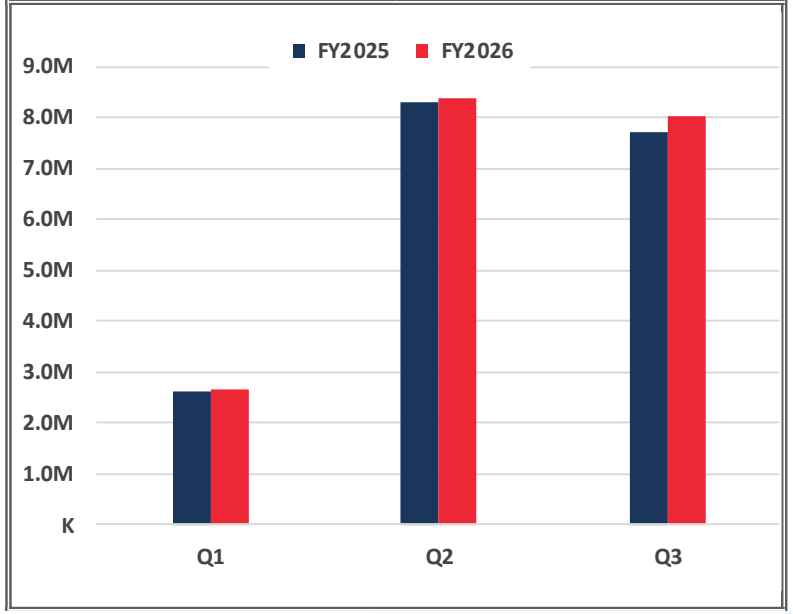
GENERAL FUND

General Fund							
Quarterly Comparison: Q3 FY26	Budget	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Year-End: Projections Vs. Actuals		
	FY2026	YTD Actuals: Q3 FY26	Variance	% of Budget	Projections FY2026	Variance Fav/(Unfav)	% of Projection
Revenue							
40001:Property Taxes	23,370,763	21,097,399	(2,273,364)	90.27%	23,370,763	(2,273,364)	90.27%
40002:Sales Taxes	32,774,595	19,082,500	(13,692,095)	58.22%	32,483,397	(13,400,897)	58.75%
40005:Franchise Taxes	10,468,575	7,557,877	(2,910,698)	72.20%	10,917,201	(3,359,324)	69.23%
40008:Other Taxes	750,000	556,488	(193,512)	74.20%	707,521	(151,032)	78.65%
41001:Fines	638,575	431,944	(206,631)	67.64%	568,248	(136,304)	76.01%
42001:Interest Income	1,782,000	1,076,265	(705,735)	60.40%	1,411,003	(334,738)	76.28%
43001:Fees	12,554,266	8,490,652	(4,063,614)	67.63%	12,337,530	(3,846,878)	68.82%
43003:Permits	4,825,000	3,705,586	(1,119,414)	76.80%	5,060,000	(1,354,414)	73.23%
43004:Administrative Charges	3,860,492	2,895,368	(965,124)	75.00%	3,860,492	(965,124)	75.00%
43005:Rental Revenue	58,846	65,270	6,424	110.92%	76,846	(11,576)	84.94%
45001:Misc Revenue	413,371	430,419	17,048	104.12%	626,447	(196,028)	68.71%
45002:Insurance Proceeds	-	22,900	22,900	0.00%	22,900	-	100.00%
45003:Misc Reimbursements	6,180	38,819	32,639	628.14%	37,279	1,540	104.13%
45004:Sale of Property	-	10,499	10,499	0.00%	9,901	598	106.04%
44001:Grant Revenue	-	807,972	807,972	0.00%	803,031	4,941	100.62%
44501:Contribution Revenue	-	1,009	1,009	0.00%	1,009	0	100.04%
44502:Developer Contributions	400,000	982,260	582,260	245.57%	1,000,957	(18,697)	98.13%
44503:Interlocal Agreement Revenue	7,833,534	5,423,702	(2,409,833)	69.24%	7,833,534	(2,409,833)	69.24%
44504:Donations	-	1,249	1,249	0.00%	1,285	(36)	97.16%
44505:Sponsorship	3,000	-	(3,000)	0.00%	-	-	0.00%
70001:Transfers In	1,466,584	1,466,584	-	100.00%	1,466,584	0	100.00%
70002:Transfers In - Payment in Lieu of Ta	19,253,673	13,309,440	(5,944,232)	69.13%	19,253,673	(5,944,233)	69.13%
Revenue Total	**120,459,454**	**87,454,201**	**(33,005,252)**	**72.60%**	**121,849,601**	**(34,395,400)**	**71.77%**

QUARTERLY FINANCIAL REPORT

GENERAL FUND

SALES TAX	
2.33%	19,082,500

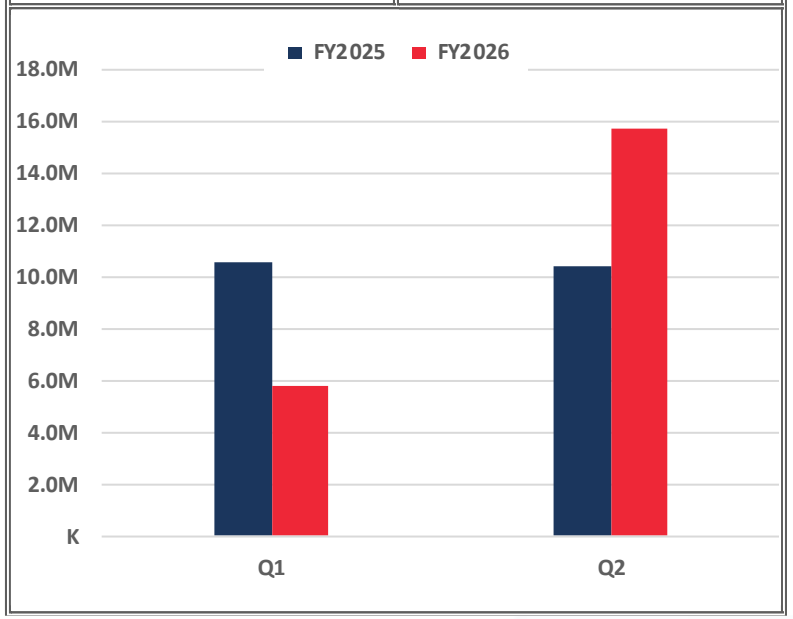


- Sales Tax
  - 27% of budgeted General Fund revenue
  - Sales tax revenue is up 2.33% compared to the same period of FY2025
  - Staff are monitoring sales tax revenues closely

QUARTERLY FINANCIAL REPORT

GENERAL FUND

PROPERTY TAX	
2.07%	21,097,399



- Property Tax
  - 19% of budgeted General Fund revenue
  - Property tax revenue is up 2.07% compared to the same period of FY2025
    - Timing of payment from third-party vendor that submits property tax payments on behalf of mortgage lenders

QUARTERLY FINANCIAL REPORT

GENERAL FUND

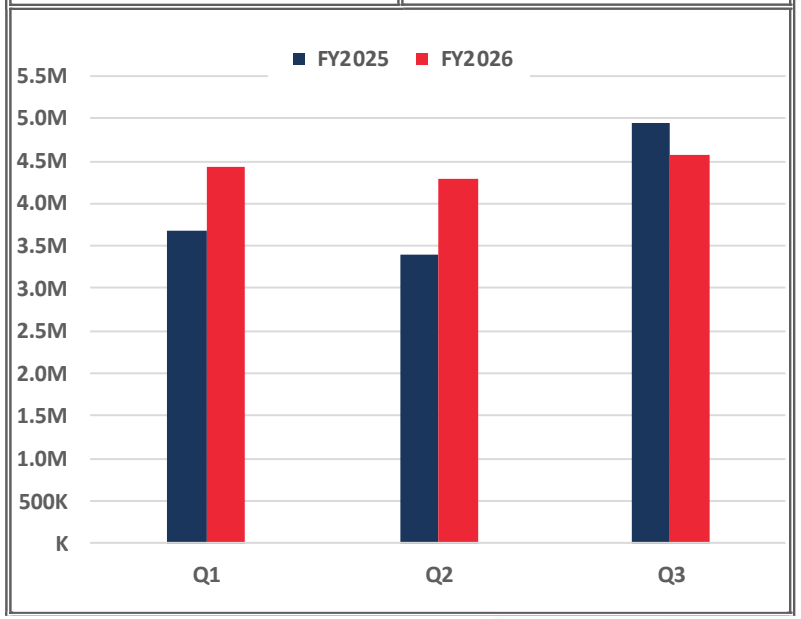
FRANCHISE FEES	
30.97%	7,557,877

- Franchise Fees
  - 8.7% of budgeted General Fund revenue
  - $7.6 million or 72.2% of franchise fees budget received through the quarter
  - Franchise fees revenue is up 30.97% compared to the same period of FY2025
    - Electric
    - Water
    - Garbage
    - Gas
      - In FY25 Franchise – Gas was received in July

QUARTERLY FINANCIAL REPORT

GENERAL FUND

PILOT	
10.63%	13,309,440

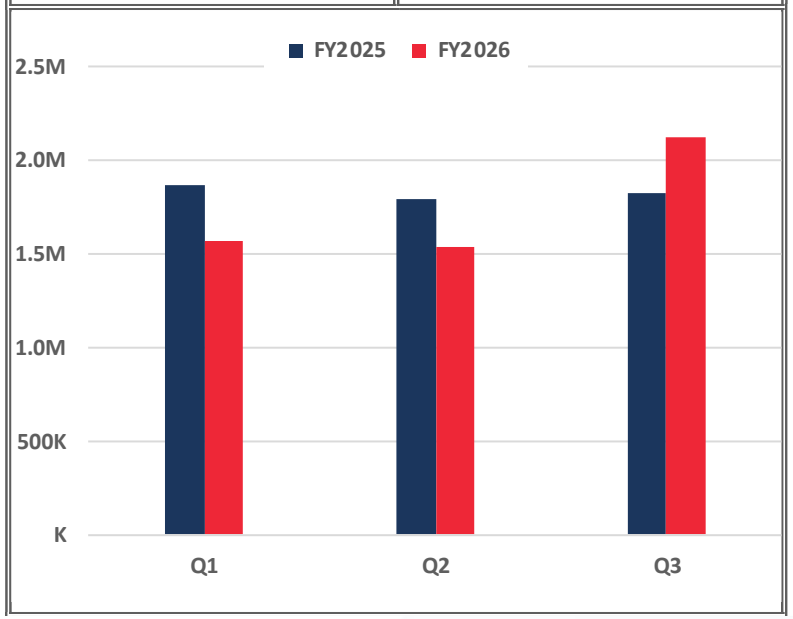


- PILOT
  - 16% of budgeted General Fund revenue
  - $13.3 million or 69.13% of PILOT budget received through the quarter
  - PILOT revenue is up 10.63% compared to the same period of FY2025.

QUARTERLY FINANCIAL REPORT

GENERAL FUND

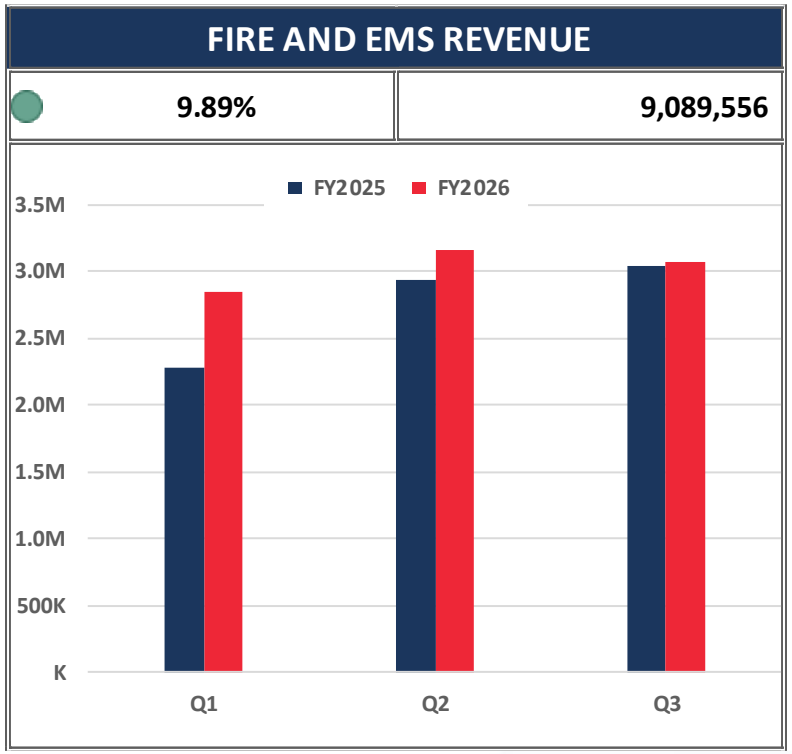
PLANNING & DEVELOPMENT	
-4.49%	5,231,110



- Planning & Development Revenue
  - 6.1% of budgeted General Fund revenue
  - $5.2 million or 70.67% of planning and development budget received through the quarter
  - Planning and development revenue is down 4.49% compared to the same period of FY2025.

QUARTERLY FINANCIAL REPORT

GENERAL FUND

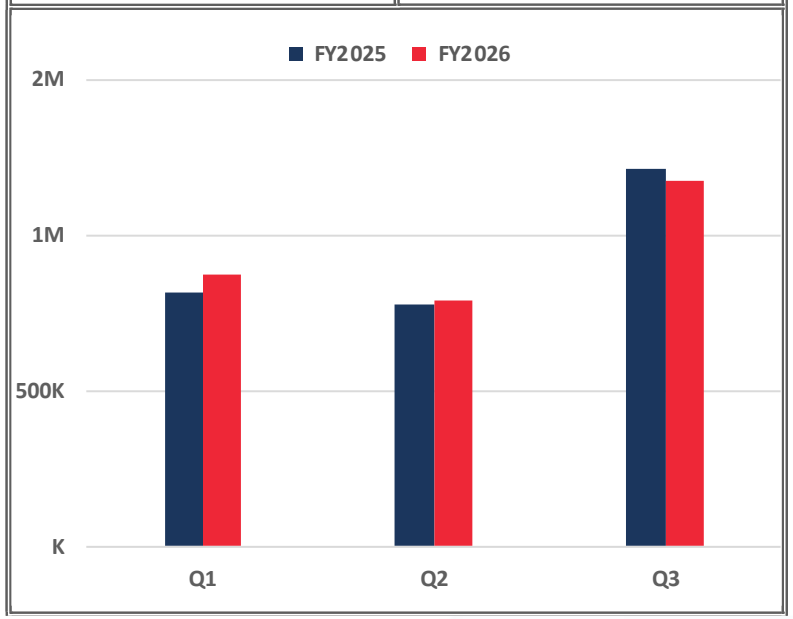


- Fire and EMS Revenue
  - 10.2% of budgeted General Fund revenue
  - $9.1 million or 73.66% of fire and EMS revenue budget received through the quarter
  - Fire and EMS revenue is up 9.89% compared to the same period of FY2025.

QUARTERLY FINANCIAL REPORT

GENERAL FUND

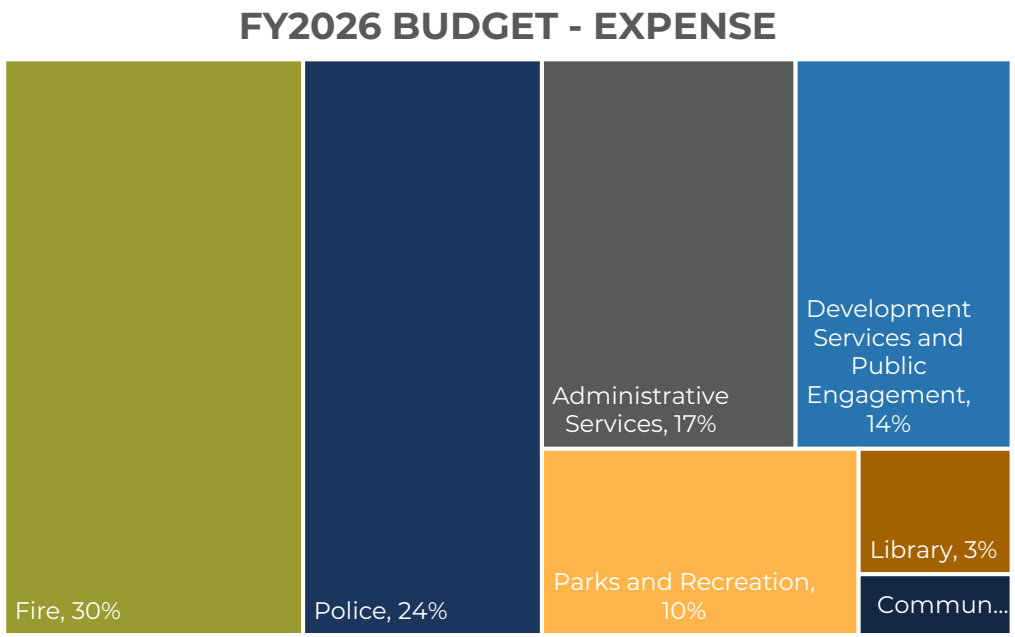
PARKS & RECREATION	
1.39%	2,841,705



- Parks & Recreation
  - 3.6% of budgeted General Fund revenue
  - $2.8 million or 66.35% of Parks and Recreation fees budget received through the quarter
  - Parks and Recreation revenue is up 1.39% compared to the same period of FY2025.

QUARTERLY FINANCIAL REPORT

GENERAL FUND



- Expense Budget Sources
  - The FY2026 expense budget for the General Fund is $126.4 million
  - 54% of the General Fund budgeted expense is for public safety. This includes $37.5 million for Fire and $29.9 million for Police Operations
  - Development Services and Public Engagement is 14%, or $18.3 million
    - Public Works
    - Streets
    - Transportation Planning
  - Parks and Recreation totals 10%

QUARTERLY FINANCIAL REPORT

GENERAL FUND

General Fund							
Quarterly Comparison: Q3 FY26	Budget	FY2025	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Quarterly Comparison	
	FY2026	YTD Actuals: Q3 FY25	YTD Actuals: Q3 FY26	Variance	% Of Budget	Variance	% Variance
Expense							
Personnel	74,741,369	50,572,433	55,698,369	19,043,000	74.52%	(5,125,936)	10.14%
Operations	46,175,014	31,020,814	36,222,509	9,952,505	78.45%	(5,201,695)	16.77%
Operating Capital	820,443	502,053	492,033	328,411	59.97%	10,020	-2.00%
Transfers	4,634,705	2,567,946	4,634,705	-	100.00%	(2,066,759)	80.48%
Total Expense	**126,371,532**	**84,663,245**	**97,047,616**	**29,323,917**	**76.80%**	**(12,384,370)**	**14.63%**

QUARTERLY FINANCIAL REPORT

GENERAL FUND

General Fund							
Quarterly Comparison: Q3 FY26	Budget	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Year-End: Projections Vs. Actuals		
	FY2026	YTD Actuals: Q3 FY26	Variance	% Of Budget	Projections FY2026	Variance Fav/(Unfav)	% of Projection
Expense							
Personnel	74,741,369	55,698,369	19,043,000	74.52%	76,228,382	20,530,013	73.07%
Operations	46,175,014	36,222,509	9,952,505	78.45%	45,870,177	9,647,668	78.97%
Operating Capital	820,443	492,033	328,411	59.97%	823,847	331,814	59.72%
Transfers	4,634,705	4,634,705	-	100.00%	4,120,340	(514,365)	112.48%
Total Expense	**126,371,532**	**97,047,616**	**29,323,917**	**76.80%**	**127,042,746**	**29,995,131**	**76.39%**

QUARTERLY FINANCIAL REPORT

GENERAL FUND

- Personnel
  - 59.1% of budgeted General Fund expenses
  - $55.7 million, or 74.52% personnel expense through the quarter
  - Personnel is up 10.14% compared to the same period of FY2025
- Operations
  - 36.5% of budgeted General Fund expenses
  - $36.2 million, or 78.45% operations expense through the quarter
  - Operations is up 16.77% compared to the same period of FY2025
- Year-over-year increases expected because of additional base budget and newly funded requests in FY2026; both one-time and ongoing

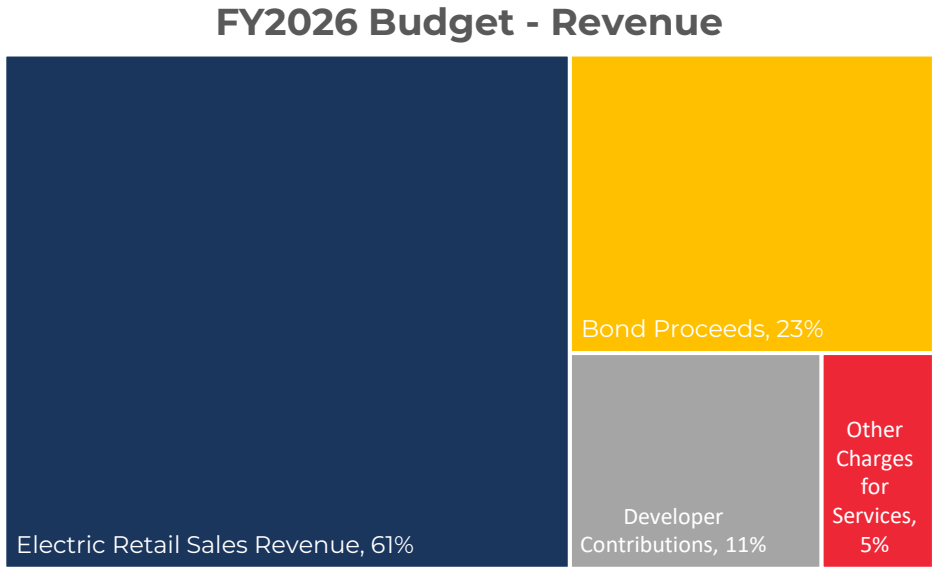
ELECTRIC FUND

QUARTERLY FINANCIAL REPORT

GEORGETOWN TEXAS

QUARTERLY FINANCIAL REPORT

ELECTRIC FUND



- Revenue Budget Sources
  - The FY2026 revenue budget for the Electric Fund is $195.7 million
  - Electric Sales revenue makes up 61% of budgeted revenues
  - Bond Proceeds are 23% of budgeted revenues
  - Developer Contributions budgeted at 11% of total revenue

QUARTERLY FINANCIAL REPORT

ELECTRIC FUND

Electric Services							
Quarterly Comparison: Q3 FY26	Budget	FY2025	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Quarterly Comparison	
	FY2026	YTD Actuals: Q3 FY25	YTD Actuals: Q3 FY26	Variance	% of Budget	Variance	% Variance
Operating Revenue							
40002:Sales Taxes	7,500	7,876	9,696	2,196	129.28%	1,820	23.12%
41002:Penalties	887,250	657,833	642,072	(245,178)	72.37%	(15,761)	-2.40%
42001:Interest Income	3,428,250	2,255,647	2,798,098	(630,152)	81.62%	542,451	24.05%
43001:Fees	4,680,755	2,163,772	2,290,406	(2,390,349)	48.93%	126,634	5.85%
43003:Permits	-	57,440	-	-	0.00%	(57,440)	-100.00%
43004:Administrative Charges	899,883	2,427,636	674,912	(224,971)	75.00%	(1,752,724)	-72.20%
43601:Electric Retail Sales Revenue	119,081,461	72,046,540	79,326,029	(39,755,432)	66.61%	7,279,489	10.10%
44502:Developer Contributions	22,253,969	17,555,479	57,204,473	34,950,504	257.05%	39,648,994	225.85%
Operating Revenue Total	**151,239,068**	**97,172,223**	**142,945,686**	**(8,293,382)**	**94.52%**	**45,773,463**	**47.11%**
Non-Operating Revenue							
45001:Misc Revenue	2,991	3,144	28,040	25,049	937.48%	24,896	791.80%
45003:Misc Reimbursements	-	-	1,388	1,388	0.00%	1,388	0.00%
45004:Sale of Property	7,174	7,539	39,241	32,067	547.00%	31,702	420.49%
44001:Grant Revenue	-	-	(335,929)	(335,929)	0.00%	(335,929)	0.00%
46001:Bond Proceeds	44,540,225	17,490,000	41,000,000	(3,540,225)	92.05%	23,510,000	134.42%
46002:Bond Premium	-	1,110,333	3,906,901	3,906,901	0.00%	2,796,568	251.87%
Non-Operating Revenue Total	**44,550,390**	**18,611,017**	**44,639,641**	**89,251**	**100.20%**	**26,028,624**	**139.86%**
Revenue Total	**195,789,458**	**115,783,240**	**187,585,327**	**(8,204,131)**	**95.81%**	**71,802,087**	**62.01%**

QUARTERLY FINANCIAL REPORT

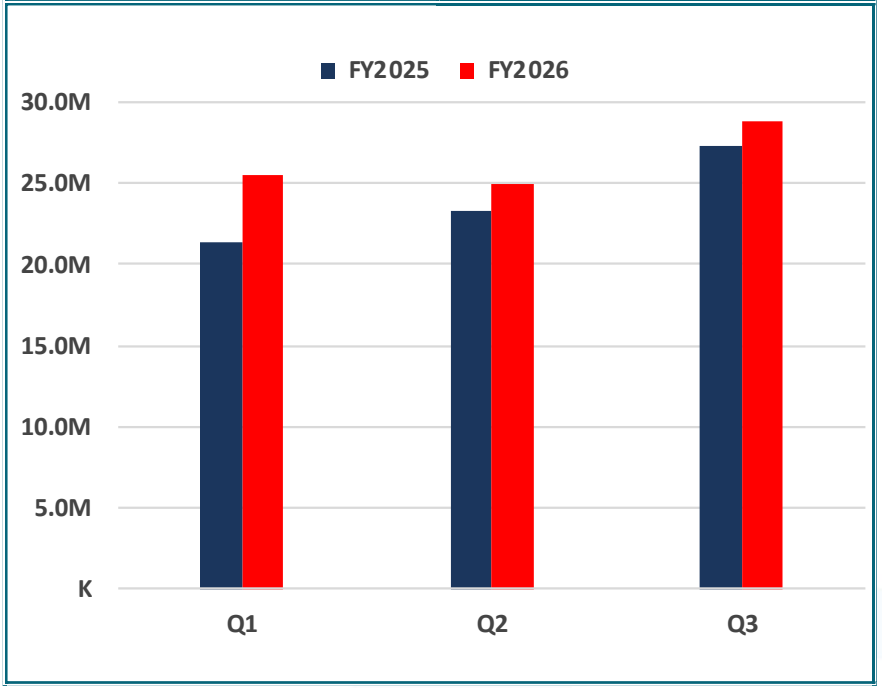
ELECTRIC FUND

Electric Services							
Quarterly Comparison: Q3 FY26	Budget	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Year-End: Projections Vs. Actuals		
	FY2026	YTD Actuals: Q3 FY26	Variance	% of Budget	Projections FY2026	Variance Fav/(Unfav)	% of Projection
Operating Revenue							
40002:Sales Taxes	7,500	9,696	2,196	129.28%	12,000	(2,304)	80.80%
41002:Penalties	887,250	642,072	(245,178)	72.37%	887,250	(245,178)	72.37%
42001:Interest Income	3,428,250	2,798,098	(630,152)	81.62%	3,428,250	(630,152)	81.62%
43001:Fees	4,680,755	2,290,406	(2,390,349)	48.93%	4,412,550	(2,122,144)	51.91%
43003:Permits	-	-	-	0.00%	-	-	0.00%
43004:Administrative Charges	899,883	674,912	(224,971)	75.00%	899,883	(224,971)	75.00%
43601:Electric Retail Sales Revenue	119,081,461	79,326,029	(39,755,432)	66.61%	119,081,461	(39,755,432)	66.61%
44502:Developer Contributions	22,253,969	57,204,473	34,950,504	257.05%	64,029,615	(6,825,142)	89.34%
Operating Revenue Total	**151,239,068**	**142,945,686**	**(8,293,382)**	**94.52%**	**192,751,009**	**(49,805,323)**	**74.16%**
Non-Operating Revenue							
45001:Misc Revenue	2,991	28,040	25,049	937.48%	27,815	225	100.81%
45003:Misc Reimbursements	-	1,388	1,388	0.00%	2,450	(1,063)	56.63%
45004:Sale of Property	7,174	39,241	32,067	547.00%	36,738	2,503	106.81%
44001:Grant Revenue	-	(335,929)	(335,929)	0.00%	(336,928)	999	99.70%
46001:Bond Proceeds	44,540,225	41,000,000	(3,540,225)	92.05%	44,540,225	(3,540,225)	92.05%
46002:Bond Premium	-	3,906,901	3,906,901	0.00%	-	3,906,901	0.00%
Non-Operating Revenue Total	**44,550,390**	**44,639,641**	**89,251**	**100.20%**	**44,270,300**	**369,341**	**100.83%**
Revenue Total	**195,789,458**	**187,585,327**	**(8,204,131)**	**95.81%**	**237,021,309**	**(49,435,982)**	**79.14%**

QUARTERLY FINANCIAL REPORT

ELECTRIC FUND

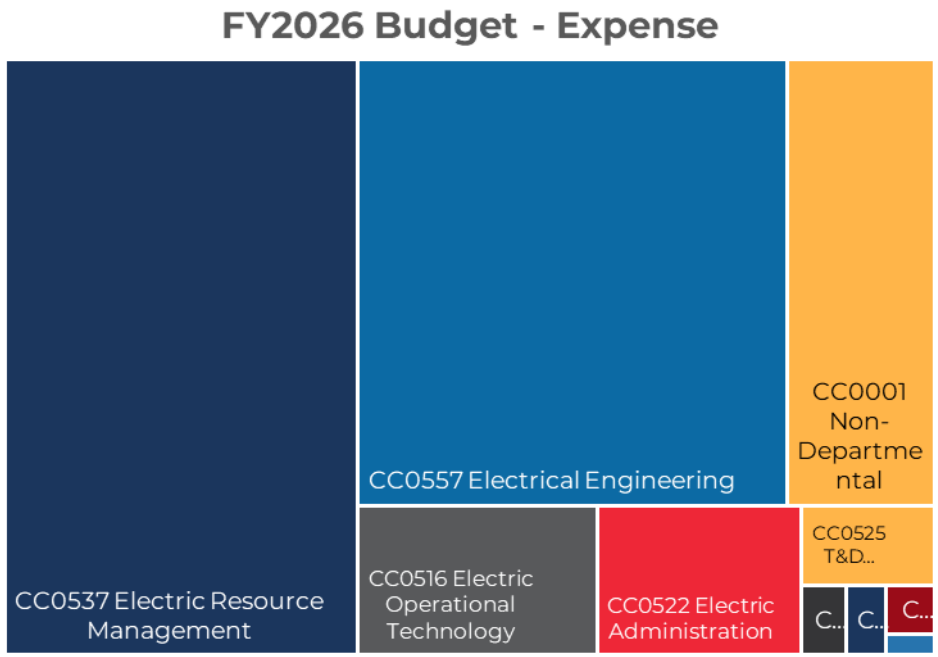
ELECTRIC RETAIL SALES REVENUE	
10.10%	79,326,029



- Electric Sales Revenue
  - Represents 79% of budgeted Electric Fund operating revenue
  - $79.3 million, or 66.61% of electric sales revenue budget received through the quarter
  - Electric sales revenue is up 10.10% compared to the same period of FY2025

QUARTERLY FINANCIAL REPORT

ELECTRIC FUND



- Expense Budget
  - The FY2026 expense budget for the Electric Fund is $214.2 million
  - 37% of budgeted expenses is from purchase power related expenses
  - Electrical Engineering is 34% of budget
    - CIP Expense
  - Non-departmental totals 11% of budget
    - PILOT
    - Debt Service
    - Transfers

QUARTERLY FINANCIAL REPORT

ELECTRIC FUND

Electric Services							
Quarterly Comparison: Q3 FY26	Budget	FY2025	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Quarterly Comparison	
	FY2026	YTD Actuals: Q3 FY25	YTD Actuals: Q3 FY26	Variance	% of Budget	Variance	% Variance
Operating Expense							
CC0001 Non-Departmental	600,000	459,670	373,211	226,790	62.20%	86,460	-18.81%
CC0516 Electric Operational Technology	1,133,695	821,540	582,137	551,558	51.35%	239,403	-29.14%
CC0520 Customer Energy Solutions	1,056,059	317,336	762,192	293,867	72.17%	(444,856)	140.18%
CC0521 Operational Technology	1,205,802	939,811	956,353	249,449	79.31%	(16,542)	1.76%
CC0522 Electric Administration	11,534,645	8,090,036	8,385,727	3,148,918	72.70%	(295,690)	3.65%
CC0523 Electric Safety and Employee Development	377,984	294,417	246,330	131,654	65.17%	48,088	-16.33%
CC0525 T&D Services	3,961,838	5,369,250	2,418,736	1,543,102	61.05%	2,950,515	-54.95%
CC0534 Conservation	-	1,905	-	-	0.00%	1,905	-100.00%
CC0537 Electric Resource Management	81,380,981	51,105,626	54,142,907	27,238,074	66.53%	(3,037,281)	5.94%
CC0555 Electric Systems Operations	942,603	2,162,598	900,101	42,503	95.49%	1,262,497	-58.38%
CC0557 Electrical Engineering	1,845,999	1,946,351	2,425,135	(579,136)	131.37%	(478,784)	24.60%
Operating Expense Total	**104,039,606**	**71,220,453**	**75,026,415**	**29,013,190**	**72.11%**	**(3,805,963)**	**5.34%**
Non-Operating Expense							
CC0001 Non-Departmental	25,012,088	8,787,242	9,817,525	15,194,563	39.25%	(1,030,283)	11.72%
CC0516 Electric Operational Technology	12,659,511	821,540	1,511,390	11,148,121	11.94%	(689,850)	83.97%
CC0520 Customer Energy Solutions	-		-	-	0.00%	-	0.00%
CC0521 Operational Technology	4,825	55,000	-	4,825	0.00%	55,000	-100.00%
CC0522 Electric Administration	212,020	132,150	93,205	118,815	43.96%	38,945	-29.47%
CC0525 T&D Services	164,272	450,076	46,261	118,011	28.16%	403,814	-89.72%
CC0555 Electric Systems Operations	4,100	63,750	4,100	-	100.00%	59,650	-93.57%
CC0557 Electrical Engineering	72,166,138	16,210,124	27,689,675	44,476,463	38.37%	(11,479,551)	70.82%
Non-Operating Expense Total	**110,222,954**	**26,066,238**	**39,162,157**	**71,060,798**	**35.53%**	**(13,095,918)**	**50.24%**
Expense Total	**214,262,560**	**97,286,691**	**114,188,572**	**100,073,988**	**53.29%**	**(16,901,881)**	**17.37%**

QUARTERLY FINANCIAL REPORT

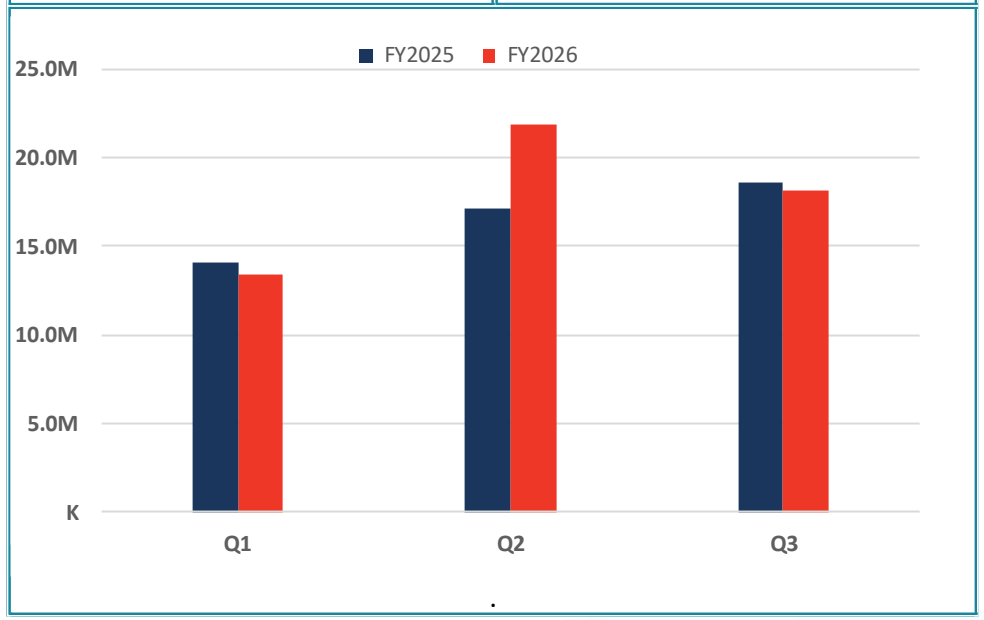
ELECTRIC FUND

Electric Services							
Quarterly Comparison: Q3 FY26	Budget	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Year-End: Projections Vs. Actuals		
	FY2026	YTD Actuals: Q3 FY26	Variance	% of Budget	Projections 2026	Variance Fav/(Unfav)	% of Projections
Operating Expense							
CC0001 Non-Departmental	600,000	373,211	226,790	62.20%	600,000	226,790	62.20%
CC0516 Electric Operational Technology	1,133,695	582,137	551,558	51.35%	897,636	315,500	64.85%
CC0520 Customer Energy Solutions	1,056,059	762,192	293,867	72.17%	1,015,701	253,509	75.04%
CC0521 Operational Technology	1,205,802	956,353	249,449	79.31%	1,420,035	463,683	67.35%
CC0522 Electric Administration	11,534,645	8,385,727	3,148,918	72.70%	12,183,156	3,797,429	68.83%
CC0523 Electric Safety and Employee Development	377,984	246,330	131,654	65.17%	378,533	132,204	65.07%
CC0525 T&D Services	3,961,838	2,418,736	1,543,102	61.05%	4,049,415	1,630,679	59.73%
CC0534 Conservation	-	-	-	0.00%	-	-	0.00%
CC0537 Electric Resource Management	81,380,981	54,142,907	27,238,074	66.53%	81,451,929	27,309,022	66.47%
CC0555 Electric Systems Operations	942,603	900,101	42,503	95.49%	1,139,396	239,296	79.00%
CC0557 Electrical Engineering	1,845,999	2,425,135	(579,136)	131.37%	1,050,327	(1,374,808)	230.89%
Operating Expense Total	**104,039,606**	**75,026,415**	**29,013,190**	**72.11%**	**104,309,427**	**29,283,011**	**71.93%**
Non-Operating Expense							
CC0001 Non-Departmental	25,012,088	9,817,525	15,194,563	39.25%	25,012,089	15,194,564	39.25%
CC0516 Electric Operational Technology	12,659,511	1,511,390	11,148,121	11.94%	12,659,511	11,148,120	11.94%
CC0520 Customer Energy Solutions	-	-	-	0.00%	-	-	0.00%
CC0521 Operational Technology	4,825	-	4,825	0.00%	4,825	4,825	0.00%
CC0522 Electric Administration	212,020	93,205	118,815	43.96%	212,020	118,815	43.96%
CC0525 T&D Services	164,272	46,261	118,011	28.16%	164,272	118,011	28.16%
CC0555 Electric Systems Operations	4,100	4,100	-	100.00%	4,100	-	100.00%
CC0557 Electrical Engineering	72,166,138	27,689,675	44,476,463	38.37%	72,166,138	44,476,463	38.37%
Non-Operating Expense Total	**110,222,954**	**39,162,157**	**71,060,798**	**35.53%**	**110,222,954**	**71,060,798**	**35.53%**
Expense Total	**214,262,560**	**114,188,572**	**100,073,988**	**53.29%**	**214,532,381**	**100,343,809**	**53.23%**

QUARTERLY FINANCIAL REPORT

ELECTRIC FUND

NET PURCHASED POWER	
7.25%	53,417,639



- Purchased Power
  - 51.3% of Electric Fund operating expenses through the quarter
  - $53.4 million, or 65.9% of purchase power expense budget through the quarter
  - Purchase power is up 7.25% compared to the same period of FY2025

QUARTERLY FINANCIAL REPORT

ELECTRIC FUND

Year-to-date Quarterly Net Purchase Power Comparison

- Q3: FY2025
  - Net Purchase Power Budget: $84,739,578
  - Purchased Power: $50,121,299
  - REC Sales: ($869,100)
  - CRR Credits: $555,367
  - Net Purchased Power: $49,807,566
  - % of Net Purchase Power Budget: 58.7%
- Q3: FY2026
  - Net Purchase Power Budget: $81,048,773
  - Purchased Power: $52,705,920
  - REC Sales: ($284,524)
  - CRR Credits: $996,244
  - Net Purchased Power: $53,417,639
  - % of Net Purchase Power Budget: 65.9%

QUARTERLY FINANCIAL REPORT

ELECTRIC FUND

- Slower than anticipated ramp-up of very large load customers is affecting Electric sales revenue and has an offset to purchase power expenses. Electric's budget was updated at the mid-year amendment to align with latest projections.
- Administrative Charges have decreased compared to the prior year due to the re-organization of the Water and Electric Operational Technology and the Water and Electric Control Center teams. The teams split into separate units for each utility.
- Developer Contributions' revenue is higher than budget due to several payments for ZT Systems and Flextronics.
- There was a 2% rate increase, and a higher revenue per MWH due to the rate ramping for VLC&I.
- CC0525 T&D Services and CC05557 Electrical Engineering
    - Capitalization of labor to CIP (Year-end entry)
    - Personnel expenses look inflated and capital expenses deflated. The year-end entry will reflect on the balances sheet but not on the budget schedule
- Meet all reserve requirements for FY2026

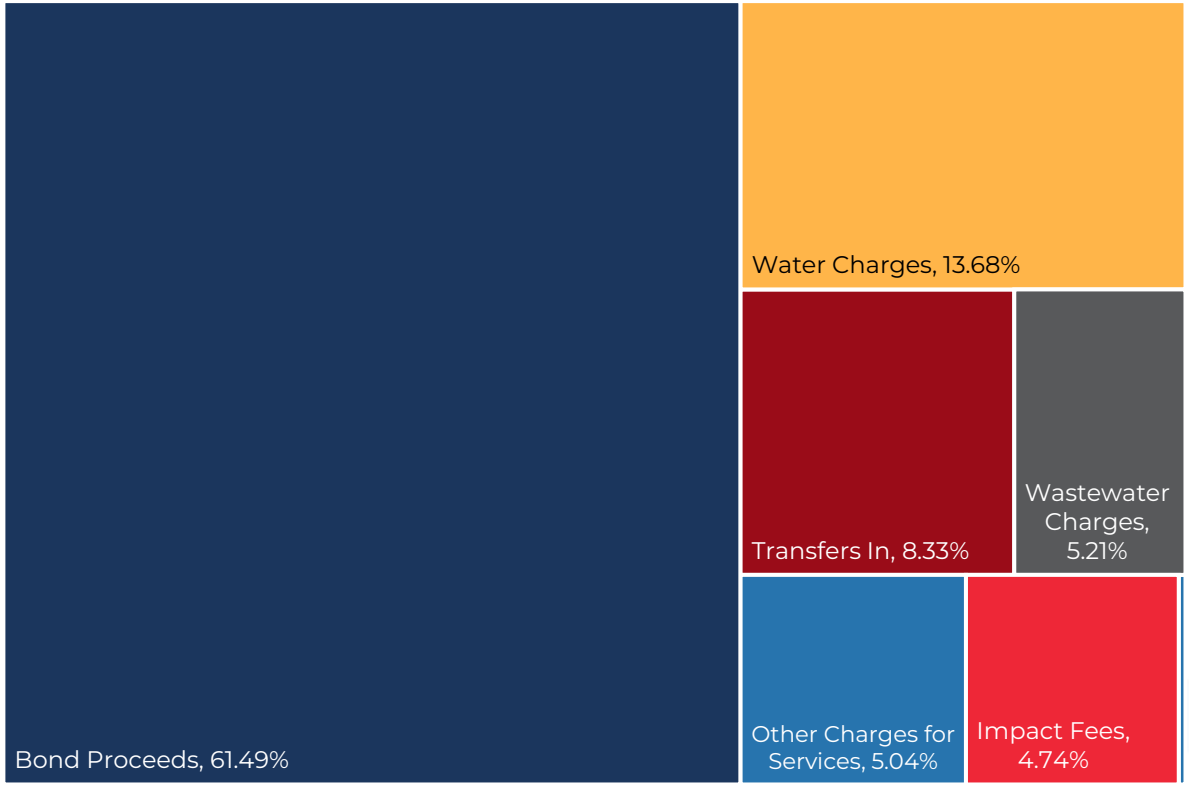
WATER FUND

QUARTERLY FINANCIAL REPORT

QUARTERLY FINANCIAL REPORT

WATER FUND

FY2026 Budget - Revenue



- Revenue Budget Sources
  - The FY2026 revenue budget for the Water Fund is $732.7 million
  - 61.5% of budgeted revenues is from bond proceeds
    - Capital infrastructure for treatment and distribution
  - Water Charges
    - Water 13.7%
    - Wastewater 5.2%
    - Irrigation $1.1 million
  - Impact fees total 4.7% of budgeted revenues

QUARTERLY FINANCIAL REPORT

WATER FUND

Water							
Quarterly Comparison: Q3 FY26	Budget	FY2025	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Quarterly Comparison	
	FY2026	YTD Actuals: Q3 FY25	YTD Actuals: Q3 FY26	Variance	% of Budget	Variance	% Variance
Operating Revenue							
41002:Penalties	850,000	1,214,375	1,574,633	724,633	185.25%	360,258	29.67%
42001:Interest Income	26,581,883	17,134,653	14,603,679	(11,978,204)	54.94%	(2,530,974)	-14.77%
43001:Fees	6,502,911	5,063,017	5,657,373	(845,538)	87.00%	594,356	11.74%
43005:Rental Revenue	25,000	18,889	18,889	(6,111)	75.56%	-	0.00%
43602:Water Charges	100,231,801	60,682,190	67,350,105	(32,881,696)	67.19%	6,667,915	10.99%
43603:Wastewater Charges	38,172,490	25,386,585	29,665,532	(8,506,958)	77.71%	4,278,947	16.86%
43604:Irrigation Charges	1,121,315	769,413	633,279	(488,036)	56.48%	(136,135)	-17.69%
41602:Impact Fees	34,730,106	37,457,338	30,618,953	(4,111,153)	88.16%	(6,838,385)	-18.26%
44502:Developer Contributions	535,000	575,343	666,361	131,361	124.55%	91,018	15.82%
Operating Revenue Total	**208,750,506**	**148,301,804**	**150,788,804**	**(57,961,702)**	**72.23%**	**2,487,000**	**1.68%**
Non-Operating Revenue							
45001:Misc Revenue	2,396,488	1,110,391	279,814	(2,116,674)	11.68%	(830,578)	-74.80%
45002:Insurance Proceeds	-	60,711	41,256	41,256	0.00%	(19,455)	-32.04%
45003:Misc Reimbursements	-	-	936,997	936,997	0.00%	936,997	0.00%
45004:Sale of Property	-	-	38,700	38,700	0.00%	38,700	0.00%
44001:Grant Revenue	10,000,000	-	7,882,331	(2,117,669)	78.82%	7,882,331	0.00%
70001:Transfers In	61,000,000	1,234,065	14,713,470	(46,286,530)	24.12%	13,479,405	1092.28%
46001:Bond Proceeds	450,544,407	83,870,000	312,400,000	(138,144,407)	69.34%	228,530,000	272.48%
46002:Bond Premium	-	5,059,973	21,487,215	21,487,215	0.00%	16,427,241	324.65%
Non-Operating Revenue Total	**523,940,895**	**91,335,141**	**357,779,783**	**(166,161,112)**	**68.29%**	**266,444,642**	**291.72%**
Revenue Total	**732,691,401**	**239,636,944**	**508,568,586**	**(224,122,815)**	**69.41%**	**268,931,642**	**112.22%**

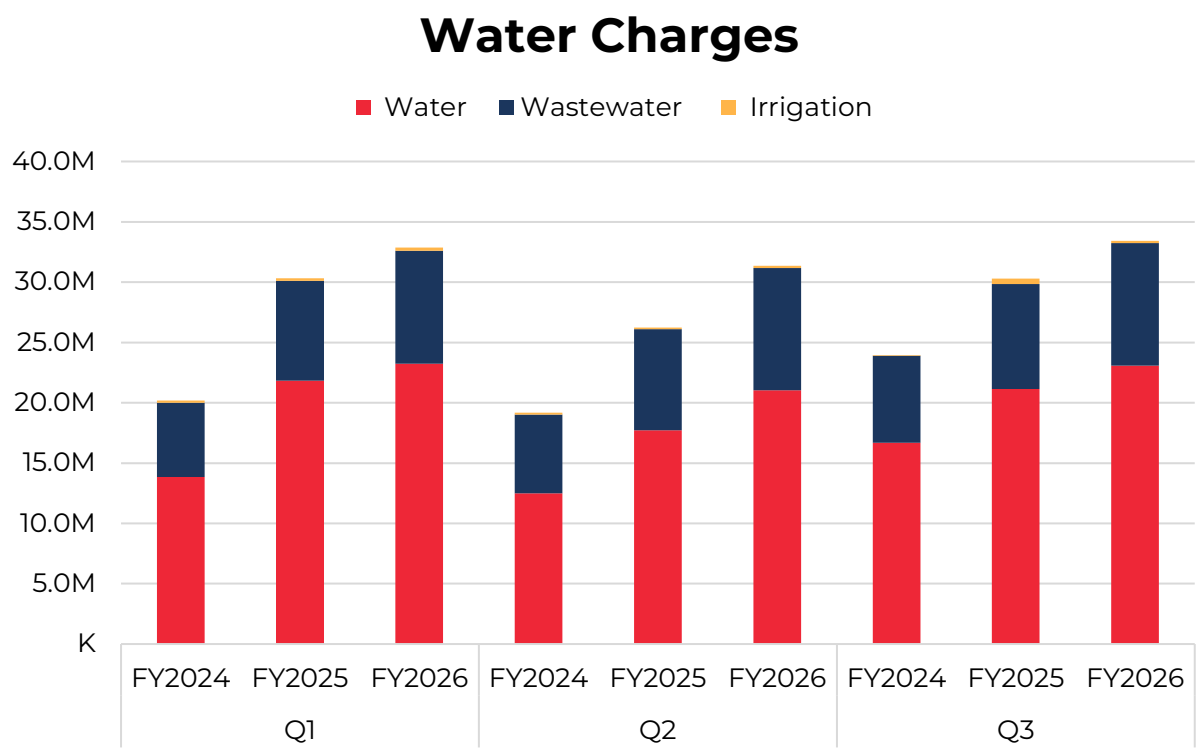
QUARTERLY FINANCIAL REPORT

WATER FUND

Water							
Quarterly Comparison: Q3 FY26	Budget	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Year-End: Projections Vs. Actuals		
	FY2026	YTD Actuals: Q3 FY26	Variance	% of Budget	Projections FY2026	Variance Fav/(Unfav)	% of Projections
Operating Revenue							
41002:Penalties	850,000	1,574,633	724,633	185.25%	2,100,957	(526,324)	74.95%
42001:Interest Income	26,581,883	14,603,679	(11,978,204)	54.94%	26,581,883	(11,978,204)	54.94%
43001:Fees	6,502,911	5,657,373	(845,538)	87.00%	5,300,000	357,373	106.74%
43005:Rental Revenue	25,000	18,889	(6,111)	75.56%	20,000	(1,111)	94.45%
43602:Water Charges	100,231,801	67,350,105	(32,881,696)	67.19%	99,956,801	(32,606,696)	67.38%
43603:Wastewater Charges	38,172,490	29,665,532	(8,506,958)	77.71%	38,167,884	(8,502,352)	77.72%
43604:Irrigation Charges	1,121,315	633,279	(488,036)	56.48%	1,121,315	(488,036)	56.48%
41602:Impact Fees	34,730,106	30,618,953	(4,111,153)	88.16%	34,730,106	(4,111,153)	88.16%
44502:Developer Contributions	535,000	666,361	131,361	124.55%	981,847	(315,486)	67.87%
Operating Revenue Total	**208,750,506**	**150,788,804**	**(57,961,702)**	**72.23%**	**208,960,793**	**(58,171,989)**	**72.16%**
Non-Operating Revenue							
45001:Misc Revenue	2,396,488	279,814	(2,116,674)	11.68%	1,553,395	(1,273,581)	18.01%
45002:Insurance Proceeds	-	41,256	41,256	0.00%	41,256	-	100.00%
45003:Misc Reimbursements	-	936,997	936,997	0.00%	635,179	301,818	147.52%
45004:Sale of Property	-	38,700	38,700	0.00%	38,700	-	100.00%
44001:Grant Revenue	10,000,000	7,882,331	(2,117,669)	78.82%	10,000,000	(2,117,669)	78.82%
70001:Transfers In	61,000,000	14,713,470	(46,286,530)	24.12%	61,000,000	(46,286,530)	24.12%
46001:Bond Proceeds	450,544,407	312,400,000	(138,144,407)	69.34%	380,818,000	(68,418,000)	82.03%
46002:Bond Premium	-	21,487,215	21,487,215	0.00%	-	21,487,215	0.00%
Non-Operating Revenue Total	**523,940,895**	**357,779,783**	**(166,161,112)**	**68.29%**	**500,086,530**	**(142,306,747)**	**71.54%**
Revenue Total	**732,691,401**	**508,568,586**	**(224,122,815)**	**69.41%**	**709,047,323**	**(200,478,737)**	**71.73%**

QUARTERLY FINANCIAL REPORT

WATER FUND



- Water Charges
  - Water charges through the quarter total $67.4 million
  - Up 10.99% compared to Q3 of FY2025
- Wastewater Charges
  - Wastewater charges through the quarter total $29.6 million
  - Up 16.86% compared to Q3 of FY2025
- Irrigation Charges
  - Irrigation charges through the quarter total $633.3 thousand
  - A decrease of 17.69% compared to Q3 of FY2025

QUARTERLY FINANCIAL REPORT

WATER FUND

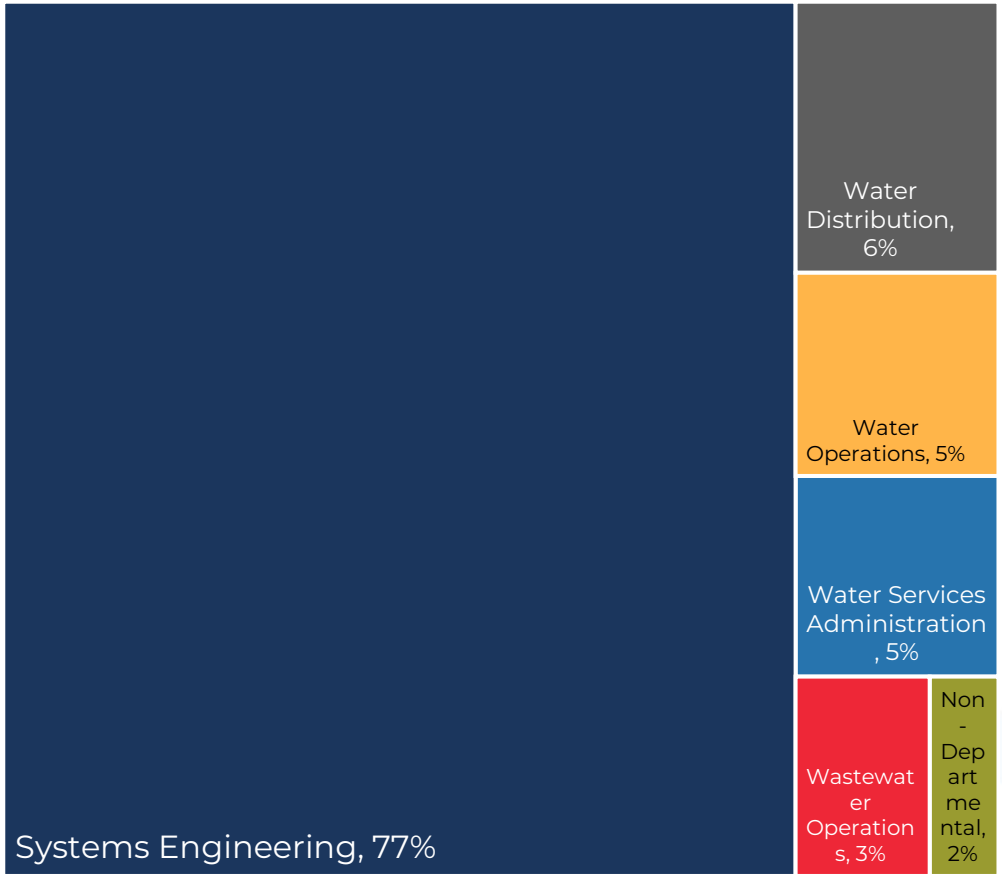
Impact Fee Revenues

- Water and wastewater impact fees are payments from developers to contribute towards capital infrastructure costs
- The fee revenue is used for both cash and debt service payments on eligible capital projects
- Water and wastewater impact fee revenue collection is lower in FY2026 compared to FY2025 largely due to timing of projects; and are conservatively modeled in cost of service and the 5-year forecast
- Staff keep the impact fees separate until they are reconciled at year-end and are ready to be used on active capital projects the following year
    - The fees are then transferred within the water fund mid-year
    - These are shown in the Transfers In revenue
    - There is a corresponding Transfers Out expense in the Water Distribution and Wastewater Operations cost centers

QUARTERLY FINANCIAL REPORT

WATER FUND

FY2026 Budget - Expense



- Expense Budget
  - The FY2025 expense budget for the Water Fund is $1.02 billion
  - 76.68% of budgeted expenses is from CIP Expense for various capital projects (includes roll forward)
  - Water Distribution 6.08%
  - Water Operations
    - Water 4.56%
    - Wastewater 2.96%

QUARTERLY FINANCIAL REPORT

WATER FUND

Water Services Financial Report							
Quarterly Comparison: Q3 FY26	Budget	FY2025	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Quarterly Comparison	
	FY2026	YTD Actuals: Q3 FY25	YTD Actuals: Q3 FY26	Variance	% of Budget	Variance	% Variance
Operating Expense							
CC0001 Non-Departmental	625,000	408,200	319,902	305,098	51.18%	88,297	-21.63%
CC0514 Water Operational Technology	1,845,139	815,063	1,162,497	682,642	63.00%	(347,434)	42.63%
CC0524 Metering Services	3,782,380	2,158,206	2,071,653	1,710,727	54.77%	86,553	-4.01%
CC0526 Systems Engineering	-	69,869	-	-	0.00%	69,869	-100.00%
CC0527 Water Services Administration	43,759,305	37,963,797	36,122,510	7,636,795	82.55%	1,841,287	-4.85%
CC0528 Water Distribution	11,281,565	4,575,113	5,971,884	5,309,681	52.93%	(1,396,772)	30.53%
CC0529 Water Plant Management	9,682,282	5,492,729	6,025,621	3,656,661	62.23%	(532,892)	9.70%
CC0530 Wastewater Operations	5,498,253	2,751,948	3,128,234	2,370,019	56.90%	(376,285)	13.67%
CC0531 Wastewater Plant Management	10,483,755	8,353,889	7,134,088	3,349,667	68.05%	1,219,801	-14.60%
CC0532 Irrigation Operations	589,171	537,225	407,934	181,237	69.24%	129,291	-24.07%
CC0535 Water Conservation	2,483,321	929,368	1,027,634	1,455,687	41.38%	(98,266)	10.57%
CC0539 Regulatory Compliance	1,340,556	603,510	789,546	551,010	58.90%	(186,037)	30.83%
CC0553 Water Operations	99,451	599,275	106,774	(7,324)	107.36%	492,501	-82.18%
CC0554 Water Control Center	2,200,980	1,661	1,153,333	1,047,647	52.40%	(1,151,672)	69318.94%
Operating Expense Total	**93,671,159**	**65,259,854**	**65,421,612**	**28,249,547**	**69.84%**	**(161,758)**	**0.25%**

QUARTERLY FINANCIAL REPORT

WATER FUND

Water Services Financial Report							
Quarterly Comparison: Q3 FY26	Budget	FY2025	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Quarterly Comparison	
	FY2026	YTD Actuals: Q3 FY25	YTD Actuals: Q3 FY26	Variance	% of Budget	Variance	% Variance
Non-Operating Expense							
CC0001 Non-Departmental	14,863,636	7,489,849	10,683,607	4,180,029	71.88%	(3,193,758)	42.64%
CC0514 Water Operational Technology	4,100	89,150	4,100	-	100.00%	85,050	-95.40%
CC0526 Systems Engineering	782,865,780	246,465,845	191,763,229	591,102,551	24.50%	54,702,616	-22.19%
CC0532 Irrigation Operations	43,305	3,058	2,189	41,116	5.06%	868	-28.40%
CC0530 Wastewater Operations	24,713,755	3,790,134	7,763,105	16,950,651	31.41%	(3,972,970)	104.82%
CC0531 Wastewater Plant Management	155,200	-	120,258	34,942	77.49%	(120,258)	0.00%
CC0527 Water Services Administration	2,226,317	994,847	1,873,470	352,846	84.15%	(878,623)	88.32%
CC0528 Water Distribution	50,809,510	1,488,252	12,205,874	38,603,637	24.02%	(10,717,622)	720.15%
CC0529 Water Plant Management	-	269,000	-	-	0.00%	269,000	-100.00%
CC0535 Water Conservation	84,762	60,000	84,762	-	100.00%	(24,762)	41.27%
CC0539 Regulatory Compliance	181,155	-	121,155	60,000	66.88%	(121,155)	0.00%
CC0553 Water Operations	46,456,153	15,240,160	11,485,876	34,970,277	24.72%	3,754,285	-24.63%
CC0554 Water Control Center	24,600	-	24,600	-	100.00%	(24,600)	0.00%
CC0524 Metering Services	4,882,564	5,120,462	5,125,824	(243,260)	104.98%	(5,362)	0.10%
Non-Operating Expense Total	**927,310,837**	**281,010,757**	**241,258,048**	**686,052,789**	**26.02%**	**39,752,709**	**-14.15%**
Expense	**1,020,981,996**	**346,270,611**	**306,679,660**	**714,302,336**	**30.04%**	**39,590,951**	**-11.43%**

QUARTERLY FINANCIAL REPORT

WATER FUND

Water Services Financial Report							
Quarterly Comparison: Q3 FY26	Budget	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Year End: Projections Vs. Actuals		
	FY2026	YTD Actuals: Q3 FY26	Variance	% of Budget	Projections FY2026	Variance Fav/(Unfav)	% of Projection
Operating Expense							
CC0001 Non-Departmental	625,000	319,902	305,098	51.18%	625,000	305,098	51.18%
CC0514 Water Operational Technology	1,845,139	1,162,497	682,642	63.00%	1,686,012	523,515	68.95%
CC0524 Metering Services	3,782,380	2,071,653	1,710,727	54.77%	3,604,368	1,532,716	57.48%
CC0526 Systems Engineering	-	-	-	0.00%	-	-	0.00%
CC0527 Water Services Administration	43,759,305	36,122,510	7,636,795	82.55%	44,186,274	8,063,764	81.75%
CC0528 Water Distribution	11,281,565	5,971,884	5,309,681	52.93%	9,120,352	3,148,468	65.48%
CC0529 Water Plant Management	9,682,282	6,025,621	3,656,661	62.23%	9,061,909	3,036,288	66.49%
CC0530 Wastewater Operations	5,498,253	3,128,234	2,370,019	56.90%	4,442,962	1,314,728	70.41%
CC0531 Wastewater Plant Management	10,483,755	7,134,088	3,349,667	68.05%	9,545,119	2,411,031	74.74%
CC0532 Irrigation Operations	589,171	407,934	181,237	69.24%	545,548	137,614	74.78%
CC0535 Water Conservation	2,483,321	1,027,634	1,455,687	41.38%	1,922,587	894,952	53.45%
CC0539 Regulatory Compliance	1,340,556	789,546	551,010	58.90%	1,297,636	508,089	60.84%
CC0553 Water Operations	99,451	106,774	(7,324)	107.36%	99,451	(7,324)	107.36%
CC0554 Water Control Center	2,200,980	1,153,333	1,047,647	52.40%	1,738,213	584,880	66.35%
Operating Expense Total	**93,671,159**	**65,421,612**	**28,249,547**	**69.84%**	**87,875,431**	**22,453,819**	**74.45%**

QUARTERLY FINANCIAL REPORT

WATER FUND

Water Services Financial Report							
Quarterly Comparison: Q3 FY26	Budget	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Year End: Projections Vs. Actuals		
	FY2026	YTD Actuals: Q3 FY26	Variance	% of Budget	Projections FY2026	Variance Fav/(Unfav)	% of Projection
Non-Operating Expense							
CC0001 Non-Departmental	14,863,636	10,683,607	4,180,029	71.88%	14,863,636	4,180,029	71.88%
CC0514 Water Operational Technology	4,100	4,100	-	100.00%	4,100	-	100.00%
CC0526 Systems Engineering	782,865,780	191,763,229	591,102,551	24.50%	782,865,783	591,102,553	24.50%
CC0532 Irrigation Operations	43,305	2,189	41,116	5.06%	43,306	41,117	5.06%
CC0530 Wastewater Operations	24,713,755	7,763,105	16,950,651	31.41%	24,713,755	16,950,650	31.41%
CC0531 Wastewater Plant Management	155,200	120,258	34,942	77.49%	155,200	34,942	77.49%
CC0527 Water Services Administration	2,226,317	1,873,470	352,846	84.15%	2,226,317	352,847	84.15%
CC0528 Water Distribution	50,809,510	12,205,874	38,603,637	24.02%	50,809,510	38,603,636	24.02%
CC0529 Water Plant Management	-	-	-	0.00%	-	-	0.00%
CC0535 Water Conservation	84,762	84,762	-	100.00%	84,762	(0)	100.00%
CC0539 Regulatory Compliance	181,155	121,155	60,000	66.88%	181,155	60,000	66.88%
CC0553 Water Operations	46,456,153	11,485,876	34,970,277	24.72%	46,456,152	34,970,276	24.72%
CC0554 Water Control Center	24,600	24,600	-	100.00%	24,600	-	100.00%
CC0524 Metering Services	4,882,564	5,125,824	(243,260)	104.98%	4,882,564	(243,260)	104.98%
Non-Operating Expense Total	**927,310,837**	**241,258,048**	**686,052,789**	**26.02%**	**927,310,839**	**686,052,792**	**26.02%**
Expense	**1,020,981,996**	**306,679,660**	**714,302,336**	**30.04%**	**1,015,186,270**	**708,506,610**	**30.21%**

QUARTERLY FINANCIAL REPORT

WATER FUND

- Water Revenue
  - Operating revenue trending slightly under budget however a disproportionate amount of water charges revenue comes from the summer months
  - Water Charges are up 10.99% due to increased consumption and rate increases
  - Fees revenue increased 11.74% from Q3 of FY2025
  - Impact fees from development are within conservative modeling
  - The penalties revenue is up 29.67% due to moving wrong day irrigation fines from water charges to the penalties revenue category.

QUARTERLY FINANCIAL REPORT

WATER FUND

- Water Operating Expense
  - Expenses in Water Services Administration are 4.85% less than FY2025. Expenses in Water Distribution are 30.53% greater than FY2025 due to an increase in Maintenance related expenses as well as the timing of new vehicle purchases
  - Expenses in Wastewater Operations are 13.67% greater than FY2025 due to the timing of maintenance related expenses as well as small increases to utilities and allocation expenses
  - Expenses in Metering Services are 4.01% less than FY2025 due primarily to the timing of water meter expenses
  - Expenses in Water Operational Technology are 42.63% greater than FY2025 due to movement of personnel to better align with functions and increases to the IT allocation
  - Meet fund balance reserve requirements

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
rideGTX Update

SUGGESTED ACTION:
Presentation and discussion regarding rideGTX rate and service hour changes -- Lua Saluone, P.E., Transportation Manager

ITEM SUMMARY:
In response to the direction of City Council at their August 11, 2026 workshop, the Transportation Manager will present options related to a tiered structure of vouchers and the recommendation to limit monthly wheelchair-accessible rides to 25 per month. At the Council meeting on August 11, staff reviewed the City's history of transit programming, including Council's direction to shift GoGeo users to the rideGTX program in Fiscal Year 2027, and presented a summary of ridership patterns and actual program cost for FY26 and projected costs for FY27.

At the August 11, 2026 meeting, City Council provided the following direction to staff:

- The service area for rideGTX is the city limits plus Baylor Scott & White and Ascension Seton Williamson hospitals in Round Rock.
- Increase fare rates for WAV and rideshare from $4-$5
- Investigate a tiered rate structure for: working hours (6am-6pm) and after working hours (6pm-6am) and weekends

Staff is returning to the September 22, 2026 meeting to provide the Council:

- Findings of investigation into tiered rate structure and to seek City Council direction on preferred options

Background:
rideGTX is a City of Georgetown voucher program that partners with Trippp Consulting to provide accessible transportation 24/7, year-round, through the use of Uber and zTrip. Riders get up to 10 discounted vouchers per month for rides that start and end in the service area. Riders pay the first $4, and the City subsidizes up to $10 per ride. Riders pay any remaining balance over $14. WAV riders (wheelchair accessible vehicles) get unlimited rides in the service area. WAV riders pay the first $4 per trip.

Rides that start and end in the service area are eligible for the voucher and WAV. The service area includes the city limits of Georgetown plus Baylor Scott & White and Ascension Seton Williamson hospitals in Round Rock.

rideGTX launched in April 2025. Funding for rideGTX is provided by the City’s general fund.

FINANCIAL IMPACT:
This will require a mid-year budget amendment which will be completed in April 2027. Funding for

the program is made available from the General Fund.

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

ATTACHMENTS:
rideGTX Update - 09-22-2026 FINAL.pdf

rideGTX Update

9/22/26 | City Council Workshop

GEORGETOWN TEXAS

Agenda

- Recap Council direction on 8.11.26
- Options for tiered rate structure
- Contract amendment timeline

Council Feedback

1) Does Council support moving forward with a contract amendment that removes 12 a.m. – 6 a.m. from the hours that vouchers are available, and increasing the cost per voucher to $5.00?
2) Is Council okay holding off, for now, on implementing a tiered rate structure?
3) Is Council interested in TRIPPP's recommendation to limit WAV rides to 25 per month?

Council Direction – 8.11.26

Consensus and direction to staff:

- No changes to service area
- Remove 12a-6a from hours of voucher eligibility
- Increase fares from $4-$5
- Investigate a tiered rate structure for:
  - After hours
  - Weekends

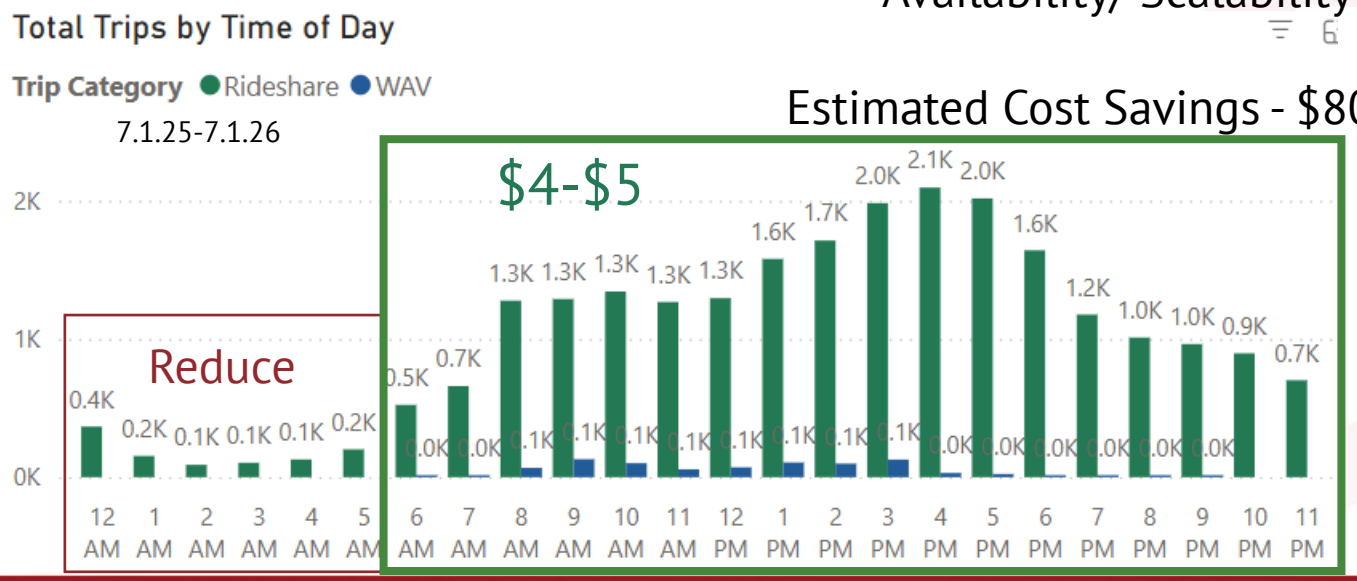
Anticipated cost savings:

- 4.1% of trips occur 12am-6am
- Cost savings based on reduced hours: $17K
- Increased fare: $62K
- After hour WAV savings: $24K

Potential cost increase being negotiated for WAV:

- Load fee
- Availability/ Scalability

Estimated Cost Savings - $80k - $103K



Voucher and Tiered Rate Options

Tier Options:

Tier A – working hours (6am -11:59pm), requires a separate voucher

Tier B – after hours (12a-6a), requires a separate voucher

Tier C – weekends, *assumes after hours service*, requires a separate voucher

Challenges with Tiered Structure

All options require equivalent WAV service

After hours costs for WAV required for Options B, C

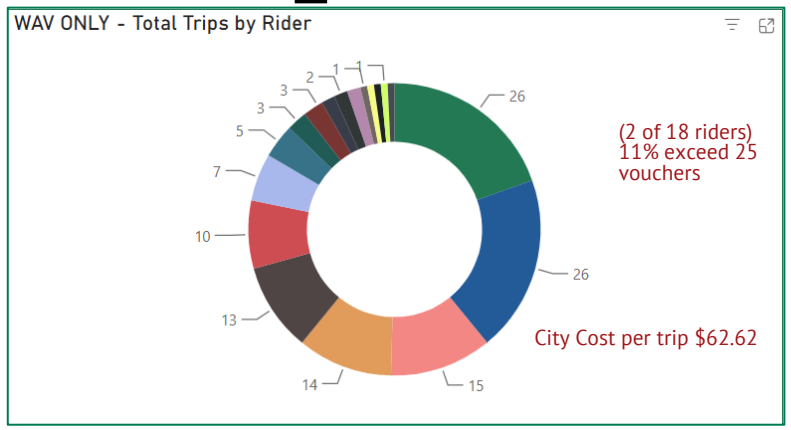
Each new tier creates a new voucher

Vouchers cannot communicate between tiers

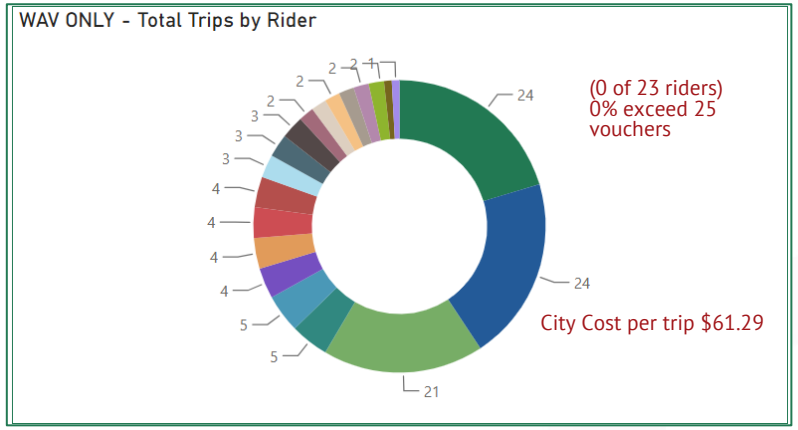
Multiple vouchers could be confusing for customers and increase administration costs to the City, requiring the vendor to provide additional software services

Different from the reduction in service hours and increased voucher cost, implementing tiers will create the most complexity in communicating program changes to the public, while producing limited cost savings

Recommendation to Limit WAV to 25 Trips/Month

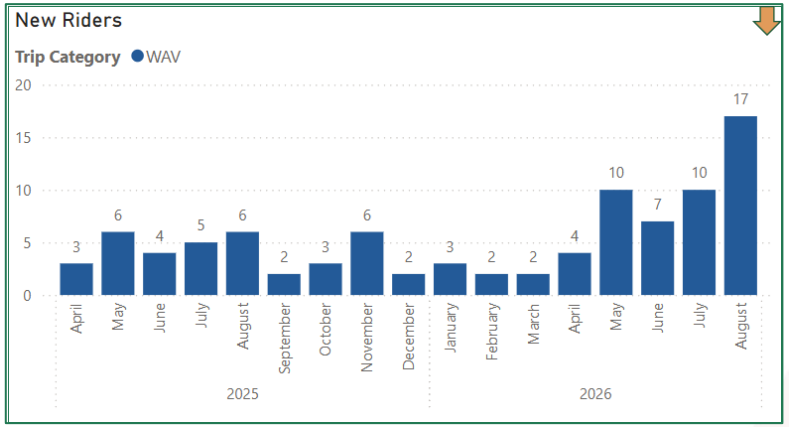


5/1/2026 – 5/31/2026



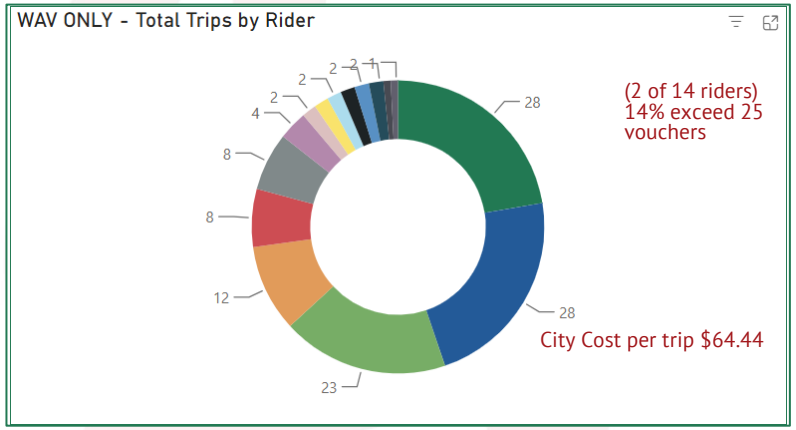
7/1/2026 – 7/31/2026

4/2025 – 8/2026

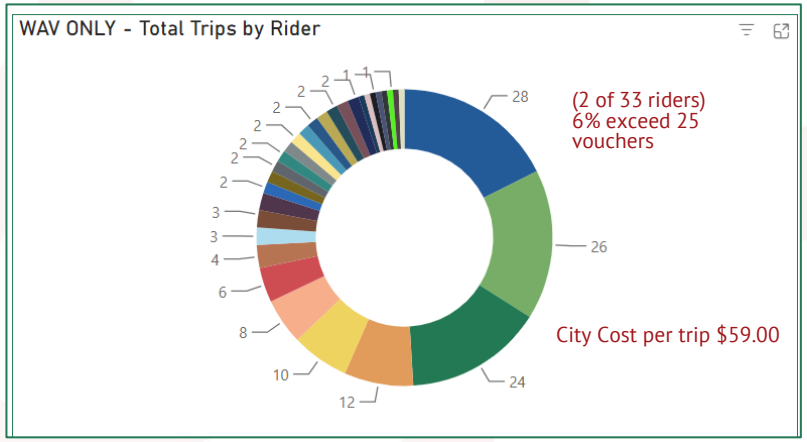


Averaging new riders/month: 5

Total unique riders: 100



6/1/2026 – 6/30/2026



8/1/2026 – 8/31/2026

Contract Amendment

Why a contract amendment is necessary:

- Increase funding
- Reduce service hours
- Increase load fees, increase availability/scalability fees
- Potential changes to tiers or voucher limits

Next steps in amending the contract:

- Finalize rate structures
- Legal review
- Purchasing approval
- CC Approval

Council Feedback

1) Does Council support moving forward with a contract amendment that removes 12 a.m. – 6 a.m. from the hours that vouchers are available, and increasing the cost per voucher to $5.00?
2) Is Council okay holding off, for now, on implementing a tiered rate structure?
3) Is Council interested in TRIPPP's recommendation to limit WAV rides to 25 per month?

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Blue Hole Park Update

SUGGESTED ACTION:
Presentation and discussion regarding Blue Hole Park Renovations and Operational Plan -- Eric Nuner, Interim Parks and Recreation Director

ITEM SUMMARY:
Parks and Recreation will provide an update on the Blue Hole Park renovation project, including the current design status, anticipated project schedule, and key improvements identified through the master planning process. The renovation is intended to improve the park experience while addressing aging infrastructure, riverbank conditions, circulation, parking, restrooms, and other site needs. The project includes improvements such as terraced lawn and gathering areas, picnic amenities, restroom improvements, parking enhancements, and stabilization of portions of the riverbank.

In addition, Parks and Police will provide an operational update regarding current conditions and considerations for future operations.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Amy Castillo, Parks and Recreation

ATTACHMENTS:
Blue Hole Update 9-22-26 Final.pdf

Blue Hole Park Update

PARKS AND RECREATION

September 22, 2026

GEORGETOWN TEXAS

Agenda

- Background
- Current Design Status
- Park Operations
- Police Operations
- Current Timeline

Background

- Master Plan completed Fall 2025
- Task Order with Halff for Construction Design approved 1/27/26 for $1.2M
- Design kicked off in February
- FY27 Budget - $7.9M

Current Design Status

- 30% Design Development completed
  - Current construction estimate- $7M
- 60% Construction Documents underway
- Regulatory inquiries and reviews underway
  - Geotechnical Services are complete
  - Environmental Services underway and upcoming
    - Cultural Resources
    - Endangered Species
    - US Clean Water Act - 404 Permitting
  - Floodplain Analysis underway

Master Plan vs. Design Development

North Riverbank

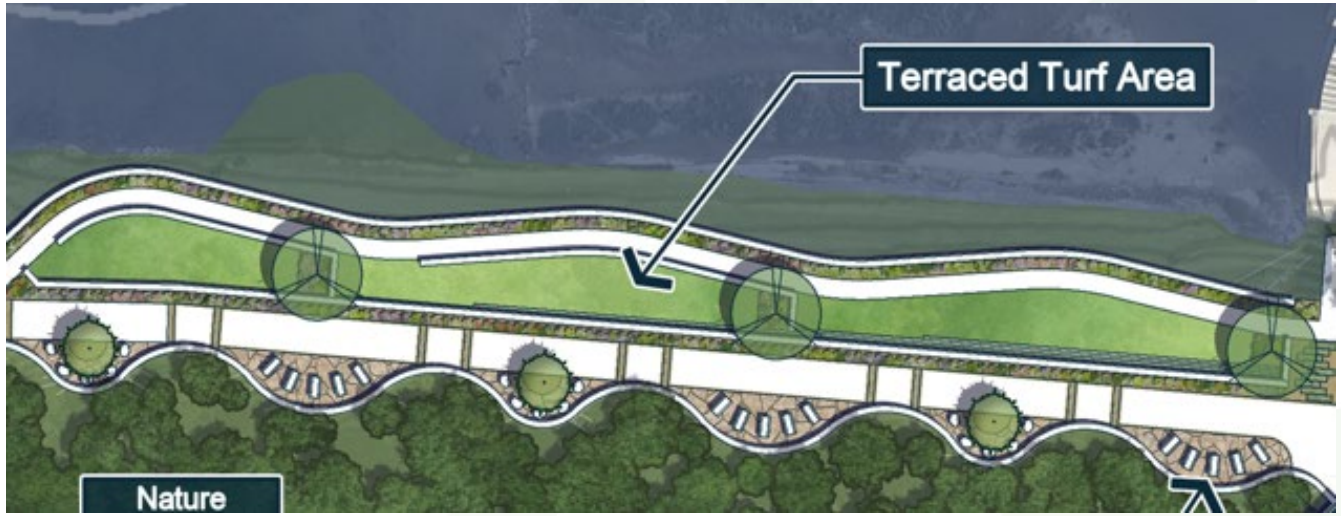
Master Plan

30% Design Development

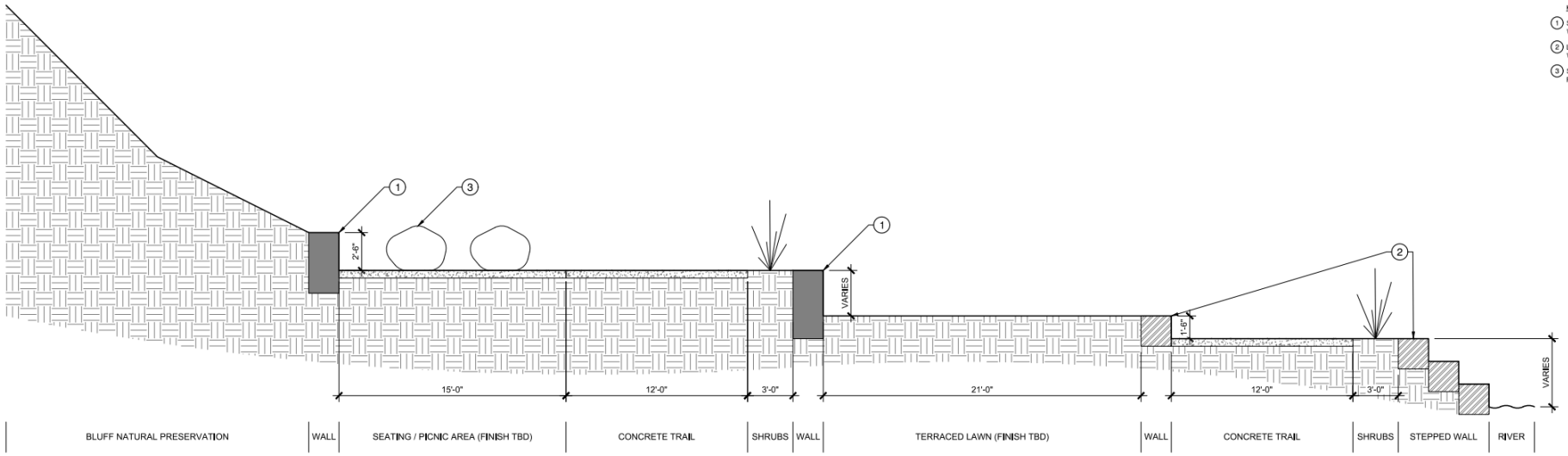
Terraced South Riverbank Entry

Master Plan

30% Design Development



Cross Section of Typical Bank



1 CROSS SECTION A
1/4" = 1'-0"

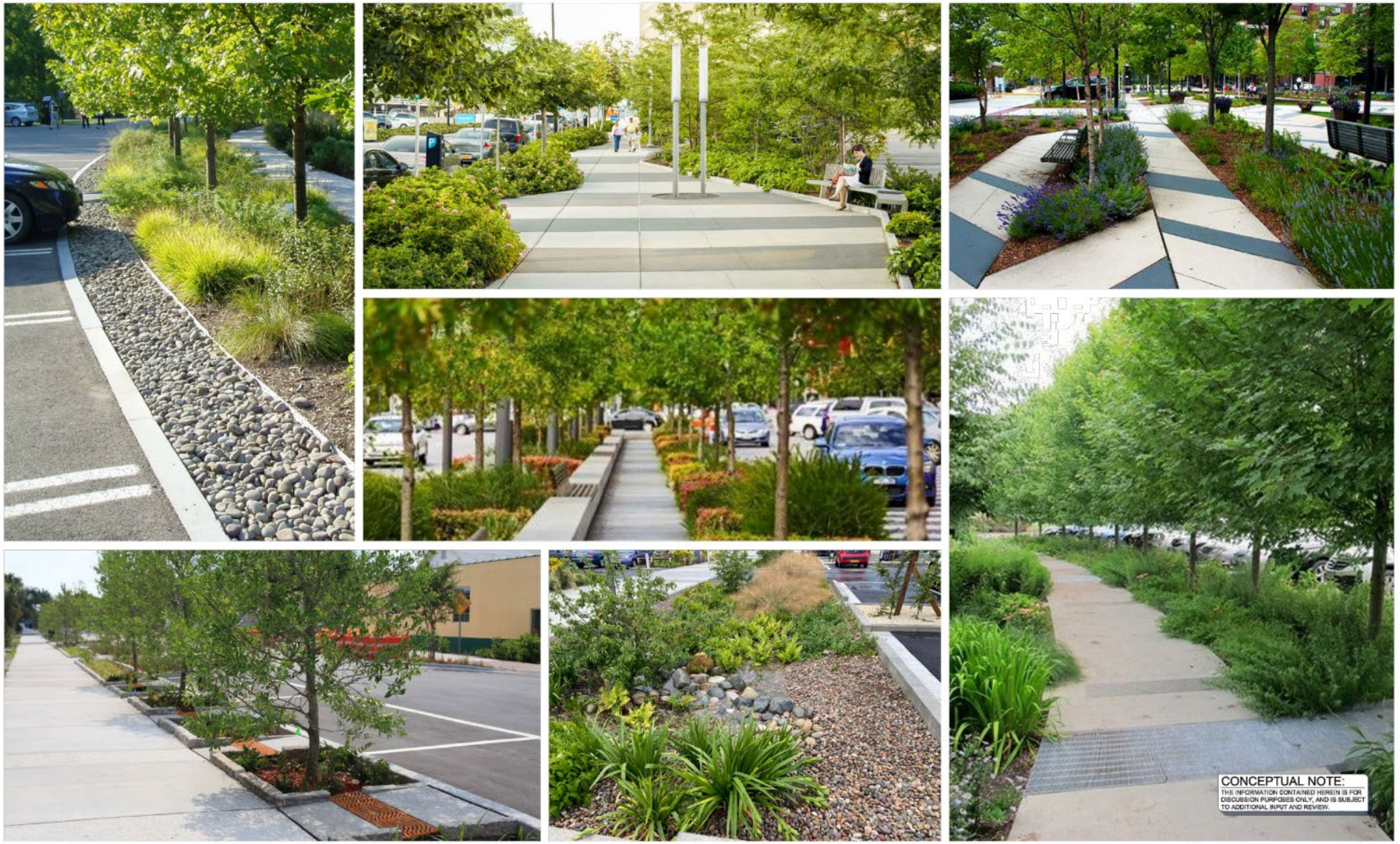
WALLS | TERRACING | ACCESS

Promenade Entry

Master Plan

30% Design Development

Restroom Rendering

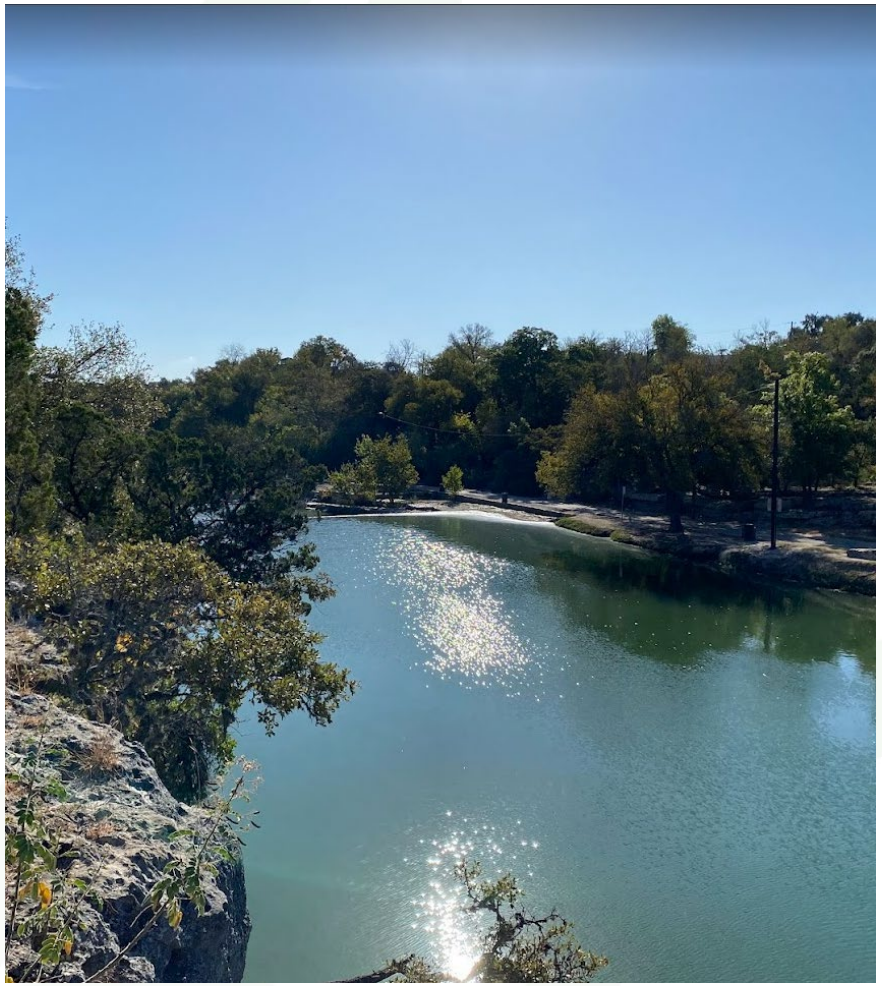


STREETSCAPE | PARKING

Entry Perspective Concept

Key Design Considerations

- Improved visitor experience
- Safety lighting
- Restroom visibility and access
- Improved emergency access
- Security cameras at entry and along trail
- Improved maintenance operations



Current Ordinances for Blue Hole

- No Cliff Jumping
- No Alcohol
- Cliffs and rock faces on north side of the river are closed to the public
- Dogs must be on leash
- Signage in the park noting these prohibited activities is in place

BLUE HOLE PARK RULES

PARK HOURS 5 AM - 10 PM

The following items are prohibited:	Estan prohibidos los siguientes artículos:
Alcohol	Alcohol
Use or possession of any glass	Uso o posesión de cualquier tipo de vidrio
Diving or jumping from a cliff or rock face on City parkland	Buceo o saltando de arriba de la loma o una roca en un parque de la ciudad
Blocking trail from public access	El bloqueo del camino de acceso público
Parking in undesignated areas	Estacionamiento en áreas no designadas
Fires in undesignated grills or fire pits; excluding gas grills	Incendios en las parrillas no designados o fogatas, excepto en parrillas de gas
Conducting any commercial or business activity	La realización de cualquier actividad comercial o de negocios
Indecent or abusive language or activity, which creates a public nuisance	Indecentes o lenguaje abusivo o actividad, lo que crea una nuicance pública
Vandalizing or defacing any structure, facility, or natural feature	Destrozar o desfigurar cualquier estructura, instalación o característica natural
Pets off leash on land or in water	Mascotas sin correa en tierra o en el agua

GEORGETOWN parks & recreation

FOR EMERGENCIES CALL 911
GEORGETOWNTEXAS.GOV/PARKS

REPORT MAINTENANCE ISSUES:

i) CITY OF GEORGETOWN MUNICIPAL CODE, PARKS AND RECREATION FACILITIES §12.20.050 (2025-31)

Operations - Current

- Litter removal – Summer Peak
  - Additional trash cans are supplied
  - Minimal 3 times/day on weekends
  - First visit each morning by 8 a.m. and last each afternoon by 4 p.m.
- Restroom
  - July 2025 flood damaged restroom beyond repair
  - Port-a-potties are in place until renovations are completed

Operations – Future Enhancements

- Include routine services in Downtown maintenance operation
  - Operations beginning at 6 a.m. will allow for earlier litter removal
    - Current downtown operations are covered with one FTE
    - Investigating schedule modifications to assist in early morning litter removal during peak season
    - Proposed future service level request for additional downtown park maintenance worker
- Landscape beds to be added to landscape maintenance contract
- All other park operations will be managed by existing park maintenance personnel including trail maintenance

Police Operations

- 2026 Citations
  - Alcohol related (2)
  - Jumping from Cliff (1)
- Citations low due to compliance when officers are present
- Overtime staffing goal during peak summer (May – September)
  - Friday 5 p.m. – 10 p.m.
  - Saturday 12 p.m. – 10 p.m.
  - Sunday 12 p.m. – 10 p.m.

Current Timeline

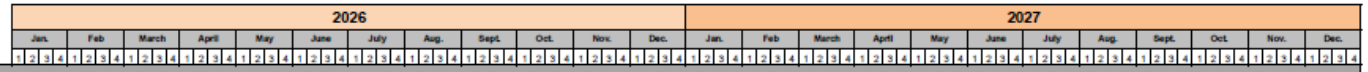
- Construction Documents – Winter 2026
- Regulatory Permitting – Spring 2027
- Bidding – Summer 2027
- Construction – Summer 2027 to early 2028
- Future discussion at Bond Election Workshop on October 13, 2026

Questions

57472.002 - Blue Hole Park- Phase 1: Tentative Development Schedule

R2 (07-08-2026)

halff



Phases	Task | Description
	Kick-off mtg. March 4 (scope review/support services)
1	**Project Management | Coordination** (Project Duration)
2	**Design Development** (3.5 months)
	Pre-Development Meetings: Facilities, Planning (April 8th)
	30% Design Development - plans/OPCC (due for QC July 17th)
	Internal QC - (Comments due July 23, concurrence 24th)
	Address QC comments/back-check (revisions due July 30th, Submit City Parks 31st)
	30% DD City Parks Review (comments due/review Aug 7th)
3	**Construction Documents** (3 months)
	60% Construction Documents-plans/OPCC (due for QC Aug. 28th)
	Internal QC - (Comments due Sept. 3rd, Concurrence Sept. 4th)
	Address QC comments/back-check (revisions due Sept.10th, Submit City Parks 11th)
	60% City Parks Review (comments due/ review Sept. 18th)
	90% Construction Documents - plans/OPCC (due for QC Oct. 9th)
	Internal QC - (Comments due 16th, Concurrence Oct. 16th)
	Address QC comments/back-check (revisions due Oct. 22nd, Submit City Parks Oct. 23rd)
	90% City Parks Review (comment due/review Oct. 30th)
	Final Construction Permit Documents (Signed/Sealed due Nov. 6th)
4	**Regulatory Permitting** (~4 months)
	CITY (Site/Bldg./Stormwater) - Initial Submittal Nov. 9th
	TDLR (TAS Review) - Initial Submittal Nov. 9th
	TCEQ (WPAP) - Initial Submittal Nov. 9th
	ENV (See Design Support Services Ph.9)
	Design Support Services
7	**Partial Boundary Verification and Tree Survey**
8	**Geotechnical Services**
9	**Environmental Services**
9.1	Cultural Resources (2 mo., Curation if req. 2 months)
9.2	Endangered Species Habitat Assessment
9.3	USACE Section 404
9.3	TPWD Sand & Gravel Permit (at 90% Design)
10	**Floodplain Analaysis & Bank Stabilization Evaluation**
5	**Construction Proposal Assistance** (CSP - 2 months, 1 month to NTP)
6	**Construction Phase Services** (8 months/1 month contingency)

TBD

8 Months (1 month contingency)

Note: This schedule is tentative and general design and review time may adjust overall project timeline.

★ Milestones

Internal QA/QC

City Parks Review (Prior to official construction permitting)

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
9th and Main St. Parking Garage Retail Space Discussion

SUGGESTED ACTION:
Presentation and discussion regarding the 9th and Main St. retail development opportunity, which will provide approximately 16,000 square feet of retail space on the first floor of the future 9th and Main St. Parking Garage -- Kim McAuliffe, Downtown & Tourism Director

ITEM SUMMARY:
Presentation and discussion of the 9th and Main St. retail development opportunity, which will provide approximately 16,000 square feet of retail space on the first floor of the future 9th and Main St. Parking Garage. Staff will present potential deal structures and seek Council feedback on key parameters for the retail opportunity, including the approach of partnering with a private master developer.

Following Council direction, staff intends to issue a Request for Proposals (RFP) to identify a qualified development partner and bring proposals back to Council for consideration and selection at a future meeting.

FINANCIAL IMPACT:

SUBMITTED BY:
Shelly Sommerfeld, Economic Development plus

ATTACHMENTS:
Council Workshop - 9th and Main Parking Garage Retail.pdf

9th and Main Parking Garage Retail Space

September 24, 2026 | City Council Workshop

GEORGETOWN TEXAS

Agenda

1) Background & Alignment with Downtown Master Plan Implementation
2) Retail Development Opportunity
3) Council's Direction from May 26, 2026 Meeting - Two Potential Structures
4) Council Feedback & Next Steps

Background & Alignment with Downtown Master Plan Implementation

GEORGETOWN TEXAS

Downtown Master Plan Priorities

MAIN PRIORITY PROJECTS		Near Term (0-3 years)	Mid Term (3-7 years)	Long Term (7+ years)
PROJECT 1	Historic Square Enhancements			X
PROJECT 2	Downtown Gateways (North & South)		X	
PROJECT 3	9th Street Art Walk		X	
PROJECT 4	Blue Hole Park Master Plan	X		
PROJECT 5	Rock Street Promenade			X
PROJECT 6	Bike & Pedestrian Connections	X		
PROJECT 7	Catalytic Sites	X	X	X
PROJECT 8	Downtown Parking Garage (second)		X	

Downtown Master Plan Goals

- **Density & Land Use Goal:** Leverage underutilized publicly owned sites to encourage infill development appropriate in scale and character to Downtown Georgetown.
  - Consider future redevelopment of the City-owned Red Poppy parking lot to include a mix of uses, potentially including City-owned parking structure(s).

- **Transportation, Parking & Pedestrian Access Goal:** Provide adequate public parking in and around the Downtown Overlay District as infill development occurs, while balancing the goals of an urban built environment.
  - Develop a plan for the future expansion of structured parking facilities in Downtown Georgetown, including identification of development triggers that would warrant additional investment
    - Project 8 - Begin planning for the next parking garage
    - Seek development partners
    - Activate ground-floor uses on new development

Retail Development Opportunity

Create retail space at 9th & Main as part of the parking garage development

- Ground-floor retail shell space would be built along with the garage, at the City's discretion on amount and location of the space.
- Initial concepts show the potential for retail space to be located on both 9th Street and Main Street:
  - 11,500 sq ft of retail space on 9th Street; located along the 9th Street Art Walk and across from Founder's Park and Grace Heritage
  - 4,500 sq ft of retail space on Main Street; providing shallower retail space which has been in demand downtown
- Goal: Position the property to attract a high-quality development partner

Council's Direction from May 26, 2026 Meeting – Two Potential Structures

Garage Retail Space

- Council feedback was a desire to sell the space, with the goal of moving forward with finding a buyer quickly to ensure they can participate in the design of the retail space prior to the garage moving to construction
- The City is not looking to become a retail landlord or operate/lease the retail space

How Could We Accomplish the Goal?

Option 1 — Condo-to-Lease / Sell: Create separate retail condominium and ultimately sell/lease the space.

Potential challenges:

- More complicated ownership structure
- City could remain involved in retail ownership/management
- Greater administrative and transactional complexity
- Doesn't cleanly accomplish the goal of getting the City out of the retail leasing business

Option 2 — Long-Term Ground Lease: City leases the development site to a private master developer.

The developer:

- Funds and develops the retail shell
- Builds out/finishes the space
- Secures retail tenants - Executes leases and manages the retail
- Assumes the associated development and leasing risk
- The City remains the landowner — but does not become the retail landlord.

Recommended Approach

Long-Term Ground Lease best aligns with Council's intent.

City benefit:
- Retail at 9th & Main
- A private-sector partner responsible for the retail development
- No City-managed retail leasing operation
- A long-term revenue opportunity for the City

Developer benefit:
- Control of the retail component
- Ability to design and curate the tenant mix
- Long-term control of the asset
- Opportunity to create value through successful retail operations

The City provides the opportunity and the land. The developer provides the investment, development, leasing, and management.

Proposed Deal Parameters

1. Lease Term

- Minimum 30–35 years
- Provides sufficient time for the developer to recover its investment
- Supports financing and long-term investment
- Makes the opportunity more competitive in the development market

2. Developer-Funded Retail Shell

- Developer pays the upfront cost of the retail shell.
- Minimizes the City's upfront investment
- Places development risk with the private sector
- Creates greater accountability for delivery

Council Feedback & Next Steps

Feedback Requested

1. Is Council supportive of pursuing a long-term ground lease with a master developer?

2. If this is the structure you support, are you comfortable with the proposed parameters?

3. Is Council supportive of issuing an RFP to the development community?

Next Steps

- Staff is prepared to issue an RFP immediately.
- The RFP would seek a master developer capable of:
  - Developing the retail shell
  - Financing the project
  - Securing retail tenants
  - Managing the retail component
  - Entering into a long-term ground lease with the City
- Staff will bring qualified proposals back to Council for consideration and selection of a development partner.

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Executive Session 09.22.2026

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
- Austin Avenue Bridges
- Settlement Agreement between the City of Georgetown, Cunningham Constructors and Associates Inc., and Atlantic Specialty Insurance Company for Cause No. 24-2681-C26, pending in Williamson County District Court.

Sec. 551.072: Deliberations about Real Estate
- Deliberation regarding the purchase, exchange, lease, or value of two certain tracts of land situated in Williamson County, Texas, such tracts being locally known as 601 S. Main Street, Georgetown, Texas 78626; and 101 E. 7th Street, Georgetown, Texas 78626

Sec. 551.087: Deliberation Regarding Economic Development Negotiations
- Project Hay
- Project Lost Mine Peak
- Project Moonrise
- Project Vista Prism
- Project Spurs

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Call to Order 09.22.2026

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
September 22, 2026

SUBJECT:
Public Wishing to Address 09.22.2026

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

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Council Minutes 09.08.2026

SUGGESTED ACTION:
Consideration and possible action to approve the meeting minutes of the City Council meeting held on September 8, 2026 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:
City Council Minutes 09.08.2026.pdf

Minutes of the City Council
City of Georgetown, Texas
Tuesday, September 8, 2026

The Georgetown City Council met on Tuesday, September 8, 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 for additional information; TTY users route through Relay Texas at 711.

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

1. Policy Development and Discussion - Workshop

Mayor Schroeder called the meeting to order at 3:00 p.m.

1.A **Employee Recognition - Years of Service - August 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, recognized employees for 5, 10, 20, and 25 years of service.

1.B **Downtown Sidewalk Cafe Program and Ordinance Discussion**
Presentation and discussion regarding the establishment of a formal downtown sidewalk cafe program by ordinance as governed under Chapter 316 of the Texas Transportation Code -- Kelly Trietsch, Chief Development Officer

Trietsch presented and reviewed the program intent, sidewalk café, street patio, Ch. 316 of the Texas Transportation Code, pilot program ordinance overview, permit area and eligibility, application requirements, review and approval process, operational and design standards, enforcement and revocation, sunset provision, implementation options, and needed Council feedback.

General discussion among Council and staff regarding the following: the materials allowed to determine temporary setup; how alcohol sales are handled in the expanded areas; why the three blocks of the Square were not included in the initial considered area; possible current locations for these uses; this change would help business owners control use of space outside of their businesses; tenants would require owner approval; turnaround time on applications; considerations for maximum number of uses so that downtown parking remains available; considerations for crowding of sidewalks; how this would apply to businesses using sidewalks for inventory; timing of program reevaluation

in connection with downtown improvements; handling of businesses that abandon their outdoor seating; electricity will not be allowed in outdoor seating areas; fees; allowing for businesses to come into compliance before implementing fines; need for careful consideration when taking public parking spaces for private use; considerations for charge per square foot on sidewalks; how special events will be accounted for; replacement costs should be considered for street repairs; calculations for total spots that could be lost with implementation; if per-year costs should be increased; phased approach; including 3 blocks North of the Square; and a 24-month review instead of a 12-month review.

1.C **Library Updates**

Presentation and discussion regarding library programs, projects, and initiatives -- Sally Miculek, Library Director

Miculek presented and reviewed what is going on at the Library, the Summer Reading Program, the Library's impact on local children, teens, and adults, outreach and offsite services, Bookmobile and pop-up Library visits, GPL Express, community events, Home Delivery Program, RFID upgrades, and facility planning.

General discussion among Council and staff regarding the following: the locker system has been in place for almost a year; high use of locker systems at Carver and Sun City; feedback on fee changes from residents; and limited seating for some programs.

Mayor Schroeder recessed into Executive Session at 4:33 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 09.08.2026**

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
- Austin Avenue Bridges

Sec. 551.087: Deliberation Regarding Economic Development Negotiations

- Project Hay
- Project Lost Mine Peak
- Project Moonrise
- Project Vista Prism

Sec. 551.074: Personnel Matters

- City Manager Work Plan Update

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

Mayor Schroeder called the meeting to order at 6:17 p.m.

3.A **Call to Order 09.08.2026**

Pledge of Allegiance

Recognitions
Actions out of Executive Session

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 09.01.2026**
At the time of posting, no one had signed up to speak.

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.

Prior to taking up the Consent Agenda, Item 5.C was pulled completely and not taken up for consideration by the Council; Item 5.L was pulled from Consent and became the first item on the Legislative Agenda; and Mayor Schroeder recused on Item 5.K

Moved by Jake French; seconded by Ron Garland to approve as presented with the exception of Items 5.C and 5.L.
Motion Approved: 7 - 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

5.A **09.08.2026 City Council Meeting Minutes**
Consideration and possible action to approve the meeting minutes of the City Council meeting held on August 25, 2026 -- Robyn Densmore, City Secretary

5.B **Appointment of FY 2027 Board and Commission and Chair Appointments**
Consideration and possible action to confirm the Mayor's recommendations of the appointments of new and returning members, and chairs to the city Boards and Commissions -- Mayor Josh Schroeder

5.C **Appointment of Ethics Commission**

Consideration and possible action to confirm the appointment of the Ethics Commission, with designations by each councilmember -- Mayor Josh Schroeder

This item was pulled from the agenda and not taken up for consideration by the Council.

5.D **Resolution - ETJ Disannexation - Orangestone La Branch, LLC - 30.01 Acres**
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 30.01 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R333612 and owned by Orangestone La Branch, LLC -- Michael Charles, Real Estate Services Coordinator

5.E **Resolution - Meet & Confer for Fire**
Consideration and possible action to approve a Resolution ratifying a Meet and Confer agreement with the Georgetown Association of Professional Fire Fighters -- Laura Maloy, Human Resources Director

5.F **Resolution - Health District Annual Funding Agreement**
Consideration and possible action to approve a Resolution authorizing a funding agreement between the City of Georgetown and the Williamson County and Cities Health District for this agency to continue to provide services for the citizens of Georgetown for FY2027 -- Leigh Wallace, Chief Financial Officer

5.G **Resolution - Atmos Energy Rate Adoption & Settlement**
Consideration and possible action to approve a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corporation, Mid-Tex Division regarding the 2026 Rate Review Mechanism filing -- David Morgan, City Manager

5.H **Resolution - First Amendment to the Development and Construction Agreement Heirloom PID**
Consideration and possible action to approve the "First Amendment to the Development and Construction Agreement", between the City of Georgetown, Texas and Heirloom East TX, LLC, HEIRLOOMTX, LLC, and Georgetown Independent School District, relating to approximately 618.98 acres of land -- Nick Woolery, Assistant City Manager

5.I **Resolution - Heirloom Public Improvement District (PID) - Cost Determination and Call for Public Hearing**
Consideration and possible action to approve a Resolution determining costs of the proposed public improvements in the Heirloom PID, approving a proposed Assessment Roll, calling a Public Hearing, and making findings and determination, in accordance with Chapter 372 of the Texas Local Government Code -- Nick Woolery, Assistant City Manager

5.J **Drainage Improvements - Stormwater Quick Wins Rejection of Bid**
Consideration and possible action to reject the bid related to the Drainage Improvements – Stormwater Quick Wins project in the amount of $270,123.00 -- Wesley Wright, P.E., Systems Engineering Director, and David Herzog, CIP Manager

5.K **SRO Agreement with GISD for 2026-2027 School Year**
Consideration and possible action to approve the annual School Resource Officer interlocal agreement between the Georgetown Independent School District (GISD) and the City of Georgetown, Texas -- Cory J. Tchida, Police Chief

5.L **Homeland Security Memorandum of Understanding**
Consideration and possible action to approve a Memorandum of Understanding between U.S. Immigration and Customs Enforcement, Homeland Security Investigations and the City of Georgetown and authorize the Police Chief to execute -- Cory J. Tchida, Police Chief

This item was pulled from Consent and became the first item on the Legislative Agenda.

Tchida presented and reviewed what is authorized in the MOU; who is included in HSI (Homeland Security Investigations); HSI versus ERO (Enforcement Removal Operations); definition of Customs Officer per the MOU; K9-specific scope for GPD; training, oversight, and accountability; community impact; frequently asked questions; and legal framework.

General discussion among Council and staff regarding the following: without an MOU, GPD would still assist with emergencies; how the MOU adds formality to our assistance; to date, GPD has not been called out by HSI; and there is no anticipated increase in participation by GPD.

Mary Calixtro addressed the Council regarding her concerns with the MOU; the thought process behind entering into the MOU; how some citizens are concerned and afraid; and the potential for overzealous officers and the violation of citizens' rights.

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

5.M **Regional Vehicle-Related Crime Task Force Interlocal Agreement**
Consideration and possible action to approve an Interlocal Agreement between Georgetown, Round Rock, Hutto, Cedar Park, Leander, Pflugerville, and Williamson County to create a regional vehicle-related crimes task force -- Cory J. Tchida, Police Chief

5.N **Renewal of Consulting Agreement with Clean Energy Capital Securities LLC**
Consideration and possible action to approve the first renewal of a consultation agreement with Clean Energy Capital Securities LLC for financial strategy and advisory services regarding water acquisition projects in an amount not to exceed $120,000.00; and to authorize the City Manager to renew the agreement for up to two additional one-year terms in an amount not to exceed $120,000.00 per renewal term -- Zane Brown, Strategic Projects Manager

5.O **Construction Contract with Keeley Construction Inc. for Park Water Treatment Plant PFAS Pilot Study**
Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):
Consideration and possible action to award a construction contract to Keeley Construction Inc., from New Braunfels, TX, for the Park Water Treatment Plant (WTP) PFAS Pilot Study in the amount of $229,500.00 -- Wesley Wright, PE, Systems Engineering Director and David Herzog, CIP Manager

5.P **Construction Contract with O & J Coatings, Inc. for Carriage Oaks EST Rehabilitation**
Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):
Consideration and possible action to award a construction contract to O & J Coatings, Inc.,

from Hurst, TX, for the Carriage Oaks EST Rehabilitation in the amount of $995,270.00 -- Wesley Wright, PE, Systems Engineering Director, and David Herzog, CIP Manager

5.Q **First Amendment to Task Order FNI-25-001 with Freese & Nichols**
Forwarded from the Georgetown Water Utility Advisory Board (GWUAB): Consideration and possible action to approve an amendment to Task Order FNI-25-001 with Freese & Nichols, Inc. for professional services related to the Park Water Treatment Plant PFAS Pilot Study in the amount of $1,185,186.00 -- Wesley Wright, PE, Systems Engineering Director, and David Herzog, CIP Manager

5.R **Construction Manager at Risk Contract to Walsh Construction dba Archer - Northlands Water Reclamation Facility**
Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):
Consideration and possible action to award and approve a Construction Manager at Risk (CMAR) Agreement with Walsh Construction Company II, LLC, dba Archer Western of Irving, TX for pre-construction services for the Northlands Water Reclamation Facility (WRF) in an amount of $1,209,500.00 -- Wesley Wright P.E., Systems Engineering Director, and David Herzog, CIP Manager

5.S **Construction Manager at Risk Contract to Sundt Construction, Inc. - Three Forks Water Reclamation Facility**
Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):
Consideration and possible action to award and approve a Construction Manager at Risk (CMAR) Agreement with Sundt Construction, Inc. of Tempe, AZ for pre- construction services in the amount of $2,268,426.00 -- Wesley Wright P.E., Systems Engineering Director, and David Herzog, CIP Manager

5.T **Construction Manager at Risk for the Customer Service Center - Swinerton**
Consideration and possible action to award and approve a Construction Manager at Risk (CMAR) Agreement with Swinerton Builders for pre -construction services for the Customer Service Center in the amount of $30,000 with a General Conditions Percentage of 2.25% -- Jennifer Bettiol, CIP Manager Public Works

5.U **Project Development Agreement with the City of Georgetown Transportation Enhancement Corporation and the TMLIRP**
Consideration and possible action to approve a Project Development Agreement with the City of Georgetown Transportation Enhancement Corporation and the Texas Municipal League Intergovernmental Risk Pool and to authorize the City Manager to execute the Project Development Agreement in a form substantially similar to the document attached hereto -- Andrew Culpepper, Senior Assistant City Attorney - Real Estate Services

5.V **Parking Easement Agreement with the TMLIRP**
Consideration and possible action to approve a Parking Easement Agreement with the Texas Municipal League Intergovernmental Risk Pool and to authorize the City Manager to execute the Parking Easement Agreement in a form substantially similar to the document attached hereto -- Andrew Culpepper, Senior Assistant City Attorney - Real Estate Services

5.W **Interlocal Agreement for CR 110 Forcemain Relocation**
Consideration and possible action to approve an Interlocal Agreement with Williamson County for the relocation of wastewater improvements associated with County Road 110N roadway improvements -- Wesley Wright, PE, Systems Engineering Director

5.X **HydroPro Contract Renewal 22-0098-GC-R4**
Consideration and possible action to approve the fourth renewal of contract # 22- 0098-GC-R4 with HydroPro Solutions, LLC of Cedar Park, TX, for the supply of Master Meter water meters, registers and related items for the City of Georgetown's Advanced Metering Infrastructure System, for an amount not-to-exceed $2,500,000.00 -- Chase Kluge, Water Services Manager

5.Y **Award of ITB #202670 - Electric Underground Construction and Maintenance Services**
Consideration and possible action to approve the award of ITB No. 202670 for Electric Underground Construction and Maintenance Services to Pedro S S Services, Inc., the lowest bidder, in an annual amount not to exceed $15,000,000.00, and authorizing the City Manager to execute all future renewals -- Richard Pajestka, Electric Engineering and Operations Manager

5.Z **Second Amendment Task order CPY-22-001 for the South East Inner Loop Project**
Consideration and possible action to approve a Second Amendment to Task Order CPY-22-001 to CP&Y professional engineering services related to the design of Southeast Inner Loop Expansion Project in the amount of $675,055.00 -- Wesley Wright, PE, Systems Engineering Director

5.AA **Task Order Amendment for KPA-25-002 Related to the Ridgeline Boulevard Extension, Phase 1**
Consideration and possible action to approve a first amendment to Task Order KPA-25-002 with Kasberg, Patrick and Associates, LP. for professional services related to the Ridgeline Boulevard Extension, Phase 1 (Naturita to FM 1460) project in the amount of $640,500.00 -- Wesley Wright, P.E., Systems Engineering Director, and David Herzog, CIP Manager

5.AB **Task Order VOL-26-001 Volkert, Inc. to design East SH29 from Haven Lane to Patriot Way**
Consideration and possible action to approve Task Order VOL -26-001 with Volkert, Inc, for professional services related to the East SH29 from Haven Lane to Patriot Way in the amount of $466,442.00 -- Wesley Wright, P.E., Systems Engineering Director, and David Herzog, CIP Manager

5.AC **Task Order MEI-027-004 with McCord Engineering Inc. 25-0352-MSA**
Consideration and possible action to approve Task Order MEI -27-004 with McCord Engineering, Inc. for Electric Substation Design Services in the amount not to exceed $500,000.00 -- Richard Pajestka, Electric Engineering and Operations Manager

5.AD **Task Order MEI-027-003 with McCord Engineering Inc. 25-0352-MSA**
Consideration and possible action to approve Task Order MEI-27-003 with McCord Engineering, Inc. for New Development Engineering and Design Assistance in the amount not to exceed $2,000,000.00 -- Richard Pajestka, Electric Engineering and Operations Manager

5.AE **Task Order MEI-027-002 with McCord Engineering Inc. 25-0352-MSA**
Consideration and possible action to approve Task Order MEI- 27-002 with McCord Engineering, Inc. for Electric System Engineering Planning and Engineering Assistance in the amount not to exceed $500,000.00 -- Richard Pajestka, Electric Engineering and Operations Manager

5.AF **Task Order MEI-027-001 with McCord Engineering Inc. 25-0352-MSA**

Consideration and possible action to approve Task Order MEI-27-001 with McCord Engineering, Inc. for Electric System and Planned Capital Improvements in the amount not to exceed $1,000,000.00 -- Richard Pajestka, Electric Engineering and Operations Manager

5.AG **Design and Construction Administration Contract for Fire Station 8**
Consideration and possible action to approve an agreement with GFF, Inc. for the design and construction administration services for Fire Station 8 located on Westinghouse Rd in the amount of $1,031,350.00 -- Jennifer Bettiol, CIP Manager Public Works

5.AH **Consulting Agreement with Esource**
Consideration and possible action to approve a contract between the City of Georgetown and Esource for utility billing software assessment services, with a not to exceed amount of $121,000.00 -- Leigh Wallace, Chief Financial Officer

5.AI **Second Reading - Contract Authority Update**
Second Reading of an Ordinance Amending Sec. 4.08.010 of the Code of Ordinances to allow the Council to delegate approval of cooperative agreement contracts to the City Manager -- Leigh Wallace, Chief Financial Officer

5.AJ **Second Reading - Administrative Department Updates**
Second Reading of an Ordinance amending § 2.08.010. "Administrative Departments" of the Georgetown Code of Ordinances -- Randi Cormack, Budget Manager

5.AK **Second Reading - Amendment to Miscellaneous Utility Account Fees**
Second Reading of an Ordinance amending Section 13.04.240 of Chapter 13.04, Article VII of the Code of Ordinances of the City of Georgetown, regarding the Meter Tampering Fee -- Cherie Hernandez, Customer Billing Manager

5.AL **Second Reading - Adoption of the 2026 National Electric Code**
Second Reading of an Ordinance to adopt the 2026 National Electric Code with local amendments -- Greg Holt, Assistant Chief Building Official

5.AM **Second Reading - Adoption of the 2021 International Fire Code**
Second Reading of an Ordinance to adopt the 2021 International Fire Code with local amendments -- Daniel Bilbrey, Deputy Fire Marshal

5.AN **Second Reading - 2026 Annual Service Plan Update and Assessment Roll for Georgetown Village PID**
Second Reading of an Ordinance approving and adopting the final 2026 Annual Service Plan Update, 2026 Assessment Role, establishing classification for the apportionment of costs and the method of assessing special assessments for the supplemental services and improvements to the property in the Georgetown Village Public Improvement District No. 1 (GVPID), closing the hearing and levying assessments for the cost of certain supplemental services and improvements to be provided in the GVPID during FY27, fixing charges and liens against the property in the GVPID and against the owners thereof, and providing for the collection of the assessments -- Kyle Shafman, P3Works, LLC, City of Georgetown's PID Administrator

5.AO **Second Reading - 2025-2-PUD - Texas Municipal Center Planned Unit Development**
Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 1.322 acres of Block 23, Glasscock Addition, from the Mixed-Use Downtown (MU-DT) zoning district, and 0.257 acres of Lot 4, Lot 3 (SP), Block 21, and 0.414 acres of Lots 5-6, Lot 7 (SP), Block 21 of Glasscock Addition, from the Residential Single -Family (RS) zoning

district to the Planned Unit Development (PUD) zoning district with a base zoning district of Mixed-Use Downtown (MU-DT), for the properties generally located at 205 E. University Avenue, 1014 Myrtle Street, and 1009 Church Street (2025-2-PUD) -- Allyson Iiams, Assistant Planning Director

5.AP **Second Reading - 2025-8-SUP - 2815 N Austin Ave**
Second Reading of an Ordinance on a request for a Special Use Permit (SUP) for the specific use of "Car Wash" in the General Commercial (C-3) zoning district on the property located at 2815 North Austin Avenue, Georgetown, Texas, bearing the legal description of 1.951 acres out of the Antonio Flores Survey, Abstract No. 235 (2025-8-SUP) -- Matt Skawin, Planner

6. Legislative Regular Agenda

6.A **Second Reading - Levy the Property Tax Rate**
Second Reading of an Ordinance levying a property tax rate for the City of Georgetown for the tax year 2026 -- Randi Cormack, Budget Manager

This item was taken after Item 6.B and before Item 6.C.

Cormack presented the item and noted that it must be voted on separately from approving the budget.

Cormack read the Ordinance caption.

Three separate votes were held. Robyn Densmore, City Secretary, performed a roll call vote for the third motion.

Moved by Kevin Pitts; seconded by Jake French to approve a tax rate of 11.2630 cents for the maintenance and operations component of the overall tax rate.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Ron Garland, Doug Noble
Voting Against: None

Moved by Kevin Pitts; seconded by Jake French to approve a tax rate of 25.0537 cents for the debt service component of the overall tax rate.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Ron Garland, Doug Noble
Voting Against: None

Moved by Kevin Pitts; seconded by Jake French to approve that the property tax rate be increased by the adoption of a tax rate of 36.3167 cents, which is effectively a 0.28 percent increase in the tax rate.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

6.B **Second Reading - Annual Operating Budget FY2027**
Second Reading of an Ordinance adopting the City of Georgetown Annual Budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027 -- Randi Cormack, Budget Manager

This item was taken before Item 6.A.

Cormack presented the item and noted that it is required by law to be approved before Item 6.A and requires a roll call vote.

Cormack read the Ordinance caption.

Robyn Densmore, City Secretary, performed a roll call vote.

Moved by Kevin Pitts; seconded by Ron Garland to approve an Ordinance adopting the fiscal year 2027 annual budget.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

6.C **Second Reading - Electric Rate Ordinance Updates**
Second reading and final approval of an Ordinance amending Chapter 13.04 of the City Code relating to electric rates, fees, and service provisions -- Daniel Bethapudi, Electric Utility General Manager

Victoria Sirimarco, Chief Business Officer for Electric, introduced the item. Michael Simpson, Electric Portfolio Analyst, presented the item and reviewed the staff recommendations; Electric Rate Ordinance updates since the first reading; Sec. 13.04.011: Billed Demand Definition; Sec. 13.04.045, 13.04.0451, 13.04.046, and 13.04.0461; and Sec. 13.04.084: EE&C Fee Schedule.

Simpson read the Ordinance caption.

The Council had no comments or questions on the item.

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

6.D **First Reading - Civil Service Strength of Force Ordinance**
First Reading of an Ordinance establishing the classifications and number of positions (Strength of Force) for all the City of Georgetown Fire Fighters and Police Officers pursuant to Chapter 143 of the Texas Local Government Code pertaining to Civil Service -- Robyn Iverson, Senior Human Resources Generalist

Iverson presented the item and reviewed the change details and the classifications of positions.

Iverson read the Ordinance caption.

The Council had no comments or questions on the item.

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

6.E **Public Hearing on the Proposed FY2027 Drainage Utility Fee**
Public Hearing on the Proposed FY2027 Drainage Utility Fee -- April Haughey, Assistant Public Works Director

Haughey presented and reviewed the Stormwater Rate background, the Stormwater Cost of Service Study review, residential and nonresidential rate impacts, and next steps.

Mayor Schroeder opened and closed the public hearing at 6:56 p.m., as there were no speakers.

No Council action was needed on this item.

6.F **First Reading - Amending Chapter 13.28 - Drainage Utility of the City of Georgetown Code of Ordinances**
First Reading of an Ordinance amending Chapter 13.28 – Drainage Utility of the City of Georgetown Code of Ordinances related to privately owned drainage systems, responsible parties, and the Drainage Utility fees -- April Haughey, Assistant Public Works Director

Haughey presented and reviewed the item background; the general proposed amendments; and the amendments for Sec. 13.28.100. - Calculation of Drainage Utility Fees, and Sec. 13.28.115. Responsible parties.

Haughey read the Ordinance caption.

The Council had no comments or questions on the item.

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

6.G **First Reading - Woodside MUD Amended and Restated First Amendment to Consent Agreement**
First Reading of an Ordinance of the City Council of the City of Georgetown, Texas approving the "Amended and Restated First Amendment to Consent Agreement," between the City of Georgetown, Texas, MK Woodside Development, Inc., and Woodside Municipal Development District No. 1 to revise definitions, the applicable land use plan, tree preservation standards, and notice provisions -- Nick Woolery, Assistant City Manager, and Edgar Garcia, Planning Director

Woolery presented and reviewed the MUD background, overview of the amendment, and the land use summary.

Woolery read the Ordinance caption.

General discussion among Council and staff regarding clarification on the location of Woodside and Sun City neighborhoods.

Moved by Kevin Pitts; seconded by Doug Noble to Approve as presented.
Motion Approved: 6- 1
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: Ben Butler

6.H **Public Hearing and First Reading - Yearwood In-City MUD**
Public Hearing and First Reading of an Ordinance of the City Council of the City of Georgetown, Texas approving the "Consent Agreement" between the City, PIA Captial, LLC-Series I, a Texas limited liability company, PIA Captial, LLC- Series II, a Texas limited liability company, John Edward Boyce Yearwood, an individual (collectively, "Yearwood"); PLI I-D, LP, a Texas limited partnership ("Peregrine"); and Georgetown FCL Owner, LLC, a Delaware limited liability company ("FCL"), consenting to the creation of an In-City Municipal Utility District over approximately 728.38 acres of land generally situated west of the intersection of Ronald W. Reagan Jr. Blvd. and Rattlesnake Road and north of Sun City -- Nick Woolery, Assistant City Manager

Woolery presented and reviewed the project timeline; the Aerial Map; the major components of the agreement; the agreement parties; and the MUD Consent Agreement effective dates, district creation, MUD Bond, tax rate requirements, Land Use and Development, Land Use Map, roadways, wall and fencing, parks, trails, and amenities, parkland dedication map, transportation, water and wastewater service, Conceptual Water Plan, and the Conceptual Wastewater Plan.

Woolery read the Ordinance caption.

General discussion among Council and staff regarding concerns on tax rate; nearby MUDs; the slight change in acreage, and the change in closing date for second reading; future policy considerations; and the potential operation and maintenance for drainage.

After Item 6.I, it was discovered that the Mayor had not conducted the public hearing for this item. The Council went back and held the public hearing at that time.

Mayor Schroeder opened and closed the public hearing at 7:45 p.m. as there were no speakers.

Moved by Kevin Pitts; seconded by Jake French to Approve as presented.
Motion Approved: 6- 1
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: Ben Butler

6.I **Public Hearing and First Reading - Amendment to Ordinance No. 2021-94 for TIRZ No. 6**

Public Hearing and First Reading of an Amendment to Ordinance No. 2021-94 designating Reinvestment Zone Number 6 -- Cameron Goodman, Economic Development Director

Goodman presented and reviewed the location of the proposed zone, the TIRZ -financed project, the original TIRZ financing structure, and the proposed changes to the TIRZ.

Goodman read the Ordinance caption.

General discussion among Council and staff regarding how the base year is moving from 2024 back to 2022, and how the change will also extend the end period for zone by 5 years.

Mayor Schroeder opened and closed the public hearing at 7:44 p.m. as there were no speakers.

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

Adjournment

Mayor Schroeder adjourned the meeting at 7:45 p.m.

These minutes were approved at the meeting of _____

_____ _____

Mayor Attest

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Appointment of Ethics Commission

SUGGESTED ACTION:
Consideration and possible action to confirm the appointment of the Ethics Commission, with designations by each councilmember -- Mayor Josh Schroeder

ITEM SUMMARY:
The following people have agreed to serve on the 2027 Ethics Commission. Terms begin October 1, 2026. The Ethics Commission is governed by Chapter 2.20 - Ethics of the Georgetown Code of Ordinances. Recommended members are shown on the attached list.

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:
Ethics Commission Appointments 09.22.2026 for FY 2027.pdf

Ethics Commission Appointments by District

FY 2027

Mayor Rep	Jusak Bernhard
District 1 Rep	Sarah Korpita
District 2 Rep	Greg Herbert Pate
District 3 Rep	Denise Hemphill
District 4 Rep	Joe Orsak
District 5 Rep	Peter Bahrs
District 6 Rep	Jared Pyka
District 7 Rep	Susy Turnbull

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Quarterly Financial Report

SUGGESTED ACTION:
Consideration and possible action to accept the City's Quarterly Financial Report, which includes the Investment Reports for the City of Georgetown, Georgetown Transportation Enhancement Corporation (GTEC), and the Georgetown Economic Development Corporation (GEDCO) for the quarter ended June 30, 2026 -- Randi Cormack, Budget Manager

ITEM SUMMARY:
The Quarterly Financial Report to Council is available on ClearGov: https://city-georgetown-tx-cleardoc.cleargov.com/20808/796019/d

An executive summary is included to highlight variances with regards to the revenues, expenses, and an overview of the investment portfolio as of June 30, 2026. The Financial Report shows a comparison of current year to date revenues and expenses compared to the prior year for the third quarter of the fiscal year and FY26 projections for all major funds.

The report also includes updates on capital projects and a summary of active grants.

The investment activity and strategies described in the investment report are in compliance with the City's Investment Policy and state law. This report meets the quarterly reporting requirements mandated by the Public Funds Investment Act.

FINANCIAL IMPACT:

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
FY2026 Q3 Council Presentation.pdf

Quarterly Financial Report

GEORGETOWN TEXAS

QUARTERLY FINANCIAL REPORT

AGENDA

- Quarter Background
- General Fund
- Electric Fund
- Water Fund

QUARTERLY FINANCIAL REPORT

THIRD QUARTER BACKGROUND

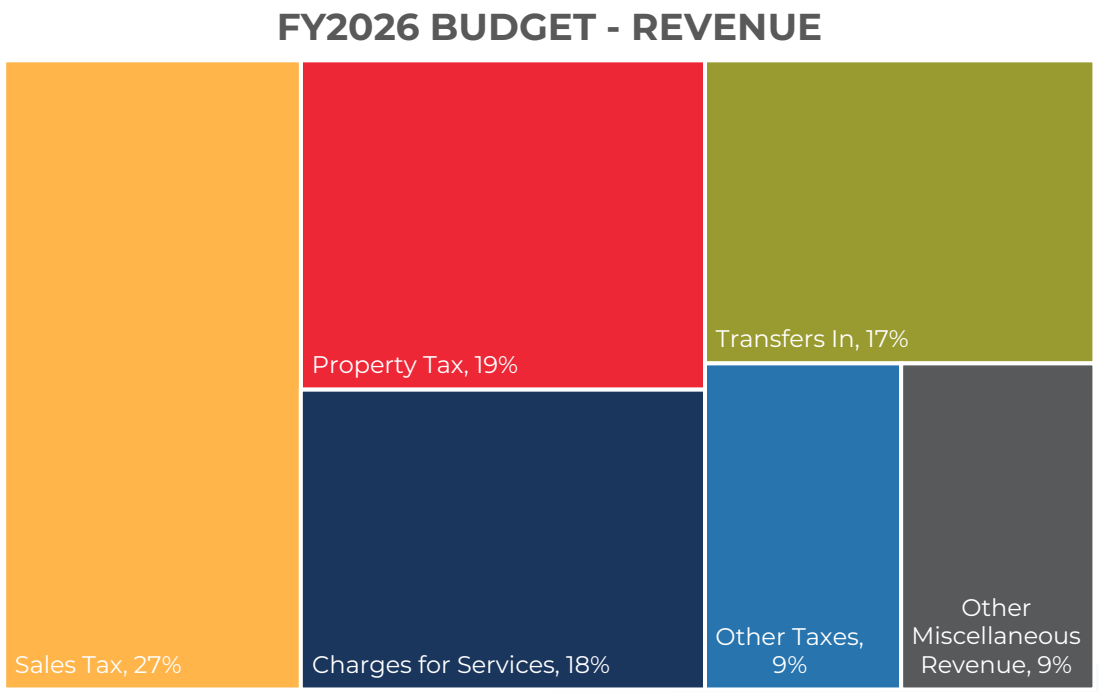
- Budget in this report reflects the CIP Roll Forward and Mid-Year Budget Amendment
- Year-over-year comparisons of FY2025 and FY2026
- Include Q3 actuals to budget comparisons
- Include Q3 actuals to projections comparisons
- Financials are preliminary and unaudited

GENERAL FUND

QUARTERLY FINANCIAL REPORT

QUARTERLY FINANCIAL REPORT

GENERAL FUND



- Revenue Budget Sources
  - The FY2026 revenue budget for the General Fund is $120.5 million
  - Sales Tax totals 27% of revenues
  - Property Tax totals 19% of revenues
  - Charges for Services total 18% of General Fund revenues
  - Transfers In to the General fund is 17% of budgeted revenues
    - PILOT from city owned utilities is 7% and franchise fees is 3% to match our Fiscal and Budgetary Policy

QUARTERLY FINANCIAL REPORT

GENERAL FUND

General Fund							
Quarterly Comparison: Q3 FY26	Budget	FY2025	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Quarterly Comparison	
	FY2026	YTD Actuals: Q3 FY25	YTD Actuals: Q3 FY26	Variance	% of Budget	Variance	% Variance
Revenue							
40001:Property Taxes	23,370,763	20,669,240	21,097,399	(2,273,364)	90.27%	428,158	2.07%
40002:Sales Taxes	32,774,595	18,647,542	19,082,500	(13,692,095)	58.22%	434,958	2.33%
40005:Franchise Taxes	10,468,575	5,770,531	7,557,877	(2,910,698)	72.20%	1,787,346	30.97%
40008:Other Taxes	750,000	604,914	556,488	(193,512)	74.20%	(48,426)	-8.01%
41001:Fines	638,575	522,340	431,944	(206,631)	67.64%	(90,396)	-17.31%
42001:Interest Income	1,782,000	1,375,291	1,076,265	(705,735)	60.40%	(299,026)	-21.74%
43001:Fees	12,554,266	8,505,271	8,490,652	(4,063,614)	67.63%	(14,619)	-0.17%
43003:Permits	4,825,000	3,685,756	3,705,586	(1,119,414)	76.80%	19,830	0.54%
43004:Administrative Charges	3,860,492	1,669,838	2,895,368	(965,124)	75.00%	1,225,530	73.39%
43005:Rental Revenue	58,846	47,953	65,270	6,424	110.92%	17,318	36.11%
45001:Misc Revenue	413,371	686,611	430,419	17,048	104.12%	(256,192)	-37.31%
45002:Insurance Proceeds	-	-	22,900	22,900	0.00%	22,900	0.00%
45003:Misc Reimbursements	6,180	10,670	38,819	32,639	628.14%	28,149	263.82%
45004:Sale of Property	-	4,302	10,499	10,499	0.00%	6,197	144.06%
44001:Grant Revenue	-	49,449	807,972	807,972	0.00%	758,523	1533.95%
44501:Contribution Revenue	-	-	1,009	1,009	0.00%	1,009	0.00%
44502:Developer Contributions	400,000	607,303	982,260	582,260	245.57%	374,958	61.74%
44503:Interlocal Agreement Revenue	7,833,534	4,923,767	5,423,702	(2,409,833)	69.24%	499,935	10.15%
44504:Donations	-	57,875	1,249	1,249	0.00%	(56,626)	-97.84%
44505:Sponsorship	3,000	-	-	(3,000)	0.00%	-	0.00%
70001:Transfers In	1,466,584	2,342,455	1,466,584	-	100.00%	(875,871)	-37.39%
70002:Transfers In - Payment in Lieu of Ta	19,253,673	12,030,162	13,309,440	(5,944,232)	69.13%	1,279,278	10.63%
Revenue Total	**120,459,454**	**82,211,268**	**87,454,201**	**(33,005,252)**	**72.60%**	**5,242,933**	**6.38%**

QUARTERLY FINANCIAL REPORT

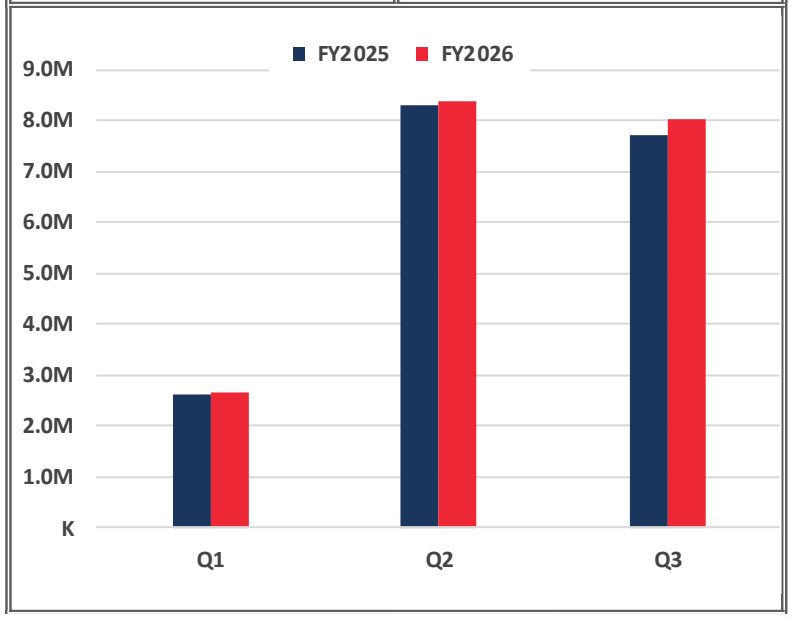
GENERAL FUND

General Fund							
Quarterly Comparison: Q3 FY26	Budget	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Year-End: Projections Vs. Actuals		
	FY2026	YTD Actuals: Q3 FY26	Variance	% of Budget	Projections FY2026	Variance Fav/(Unfav)	% of Projection
Revenue							
40001:Property Taxes	23,370,763	21,097,399	(2,273,364)	90.27%	23,370,763	(2,273,364)	90.27%
40002:Sales Taxes	32,774,595	19,082,500	(13,692,095)	58.22%	32,483,397	(13,400,897)	58.75%
40005:Franchise Taxes	10,468,575	7,557,877	(2,910,698)	72.20%	10,917,201	(3,359,324)	69.23%
40008:Other Taxes	750,000	556,488	(193,512)	74.20%	707,521	(151,032)	78.65%
41001:Fines	638,575	431,944	(206,631)	67.64%	568,248	(136,304)	76.01%
42001:Interest Income	1,782,000	1,076,265	(705,735)	60.40%	1,411,003	(334,738)	76.28%
43001:Fees	12,554,266	8,490,652	(4,063,614)	67.63%	12,337,530	(3,846,878)	68.82%
43003:Permits	4,825,000	3,705,586	(1,119,414)	76.80%	5,060,000	(1,354,414)	73.23%
43004:Administrative Charges	3,860,492	2,895,368	(965,124)	75.00%	3,860,492	(965,124)	75.00%
43005:Rental Revenue	58,846	65,270	6,424	110.92%	76,846	(11,576)	84.94%
45001:Misc Revenue	413,371	430,419	17,048	104.12%	626,447	(196,028)	68.71%
45002:Insurance Proceeds	-	22,900	22,900	0.00%	22,900	-	100.00%
45003:Misc Reimbursements	6,180	38,819	32,639	628.14%	37,279	1,540	104.13%
45004:Sale of Property	-	10,499	10,499	0.00%	9,901	598	106.04%
44001:Grant Revenue	-	807,972	807,972	0.00%	803,031	4,941	100.62%
44501:Contribution Revenue	-	1,009	1,009	0.00%	1,009	0	100.04%
44502:Developer Contributions	400,000	982,260	582,260	245.57%	1,000,957	(18,697)	98.13%
44503:Interlocal Agreement Revenue	7,833,534	5,423,702	(2,409,833)	69.24%	7,833,534	(2,409,833)	69.24%
44504:Donations	-	1,249	1,249	0.00%	1,285	(36)	97.16%
44505:Sponsorship	3,000	-	(3,000)	0.00%	-	-	0.00%
70001:Transfers In	1,466,584	1,466,584	-	100.00%	1,466,584	0	100.00%
70002:Transfers In - Payment in Lieu of Ta	19,253,673	13,309,440	(5,944,232)	69.13%	19,253,673	(5,944,233)	69.13%
Revenue Total	**120,459,454**	**87,454,201**	**(33,005,252)**	**72.60%**	**121,849,601**	**(34,395,400)**	**71.77%**

QUARTERLY FINANCIAL REPORT

GENERAL FUND

SALES TAX	
2.33%	19,082,500

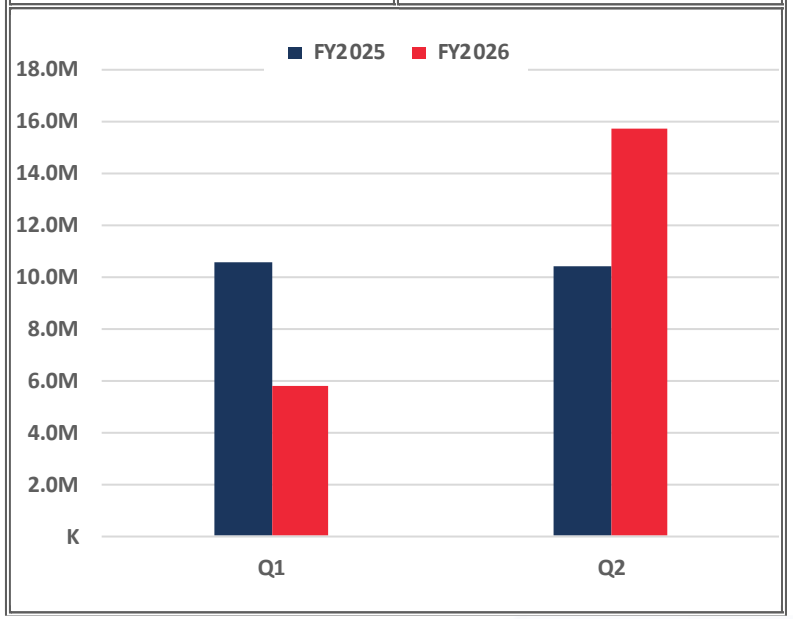


- Sales Tax
  - 27% of budgeted General Fund revenue
  - Sales tax revenue is up 2.33% compared to the same period of FY2025
  - Staff are monitoring sales tax revenues closely

QUARTERLY FINANCIAL REPORT

GENERAL FUND

PROPERTY TAX	
2.07%	21,097,399



- Property Tax
  - 19% of budgeted General Fund revenue
  - Property tax revenue is up 2.07% compared to the same period of FY2025
    - Timing of payment from third-party vendor that submits property tax payments on behalf of mortgage lenders

QUARTERLY FINANCIAL REPORT

GENERAL FUND

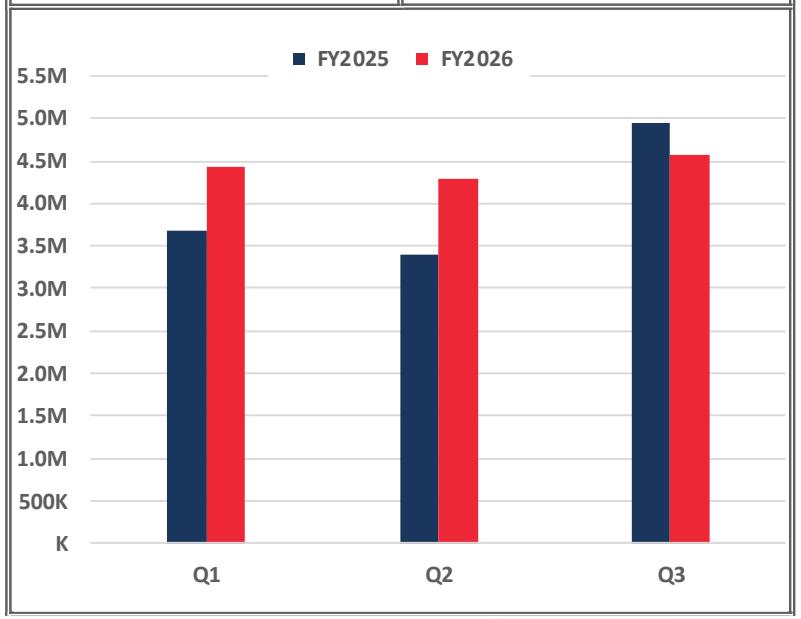
FRANCHISE FEES	
30.97%	7,557,877

- Franchise Fees
  - 8.7% of budgeted General Fund revenue
  - $7.6 million or 72.2% of franchise fees budget received through the quarter
  - Franchise fees revenue is up 30.97% compared to the same period of FY2025
    - Electric
    - Water
    - Garbage
    - Gas
      - In FY25 Franchise – Gas was received in July

QUARTERLY FINANCIAL REPORT

GENERAL FUND

PILOT	
10.63%	13,309,440

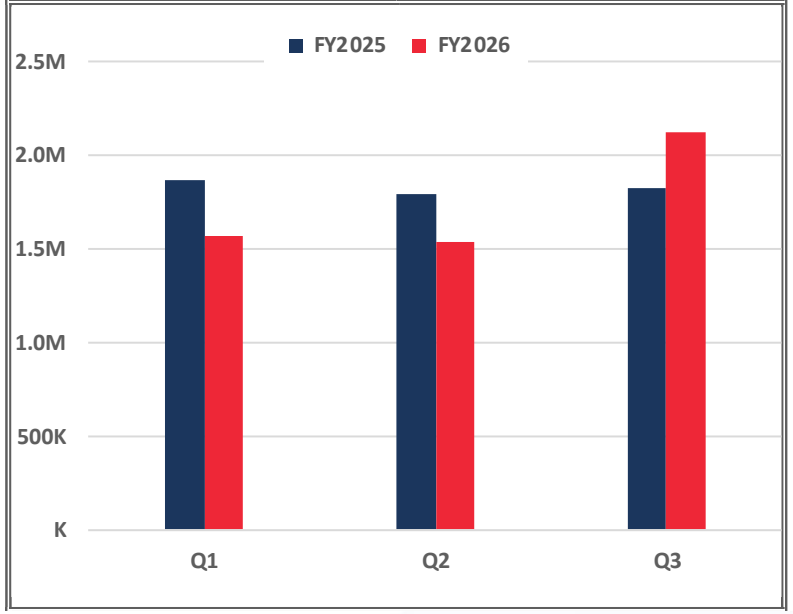


- PILOT
  - 16% of budgeted General Fund revenue
  - $13.3 million or 69.13% of PILOT budget received through the quarter
  - PILOT revenue is up 10.63% compared to the same period of FY2025.

QUARTERLY FINANCIAL REPORT

GENERAL FUND

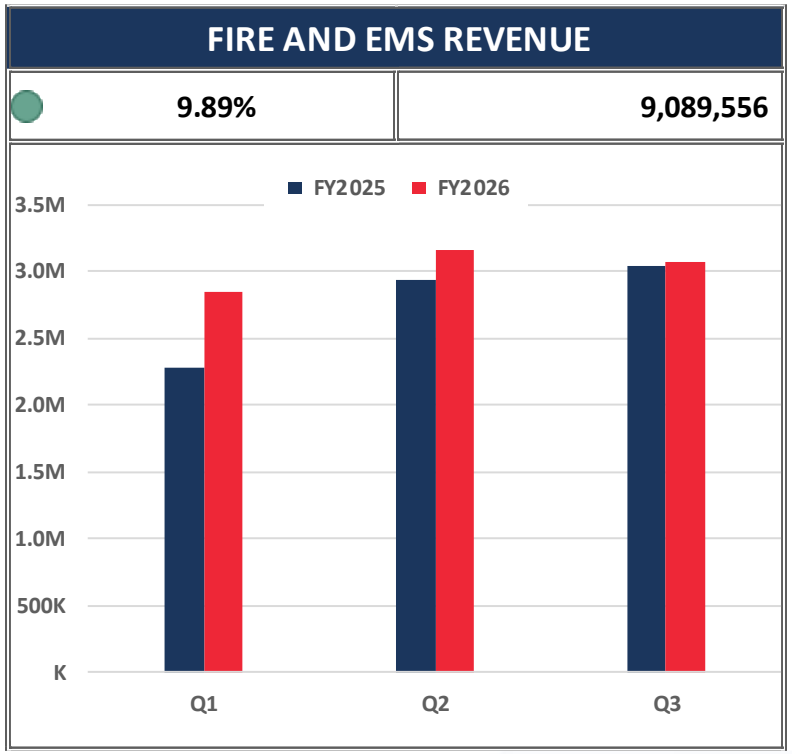
PLANNING & DEVELOPMENT	
-4.49%	5,231,110



- Planning & Development Revenue
  - 6.1% of budgeted General Fund revenue
  - $5.2 million or 70.67% of planning and development budget received through the quarter
  - Planning and development revenue is down 4.49% compared to the same period of FY2025.

QUARTERLY FINANCIAL REPORT

GENERAL FUND

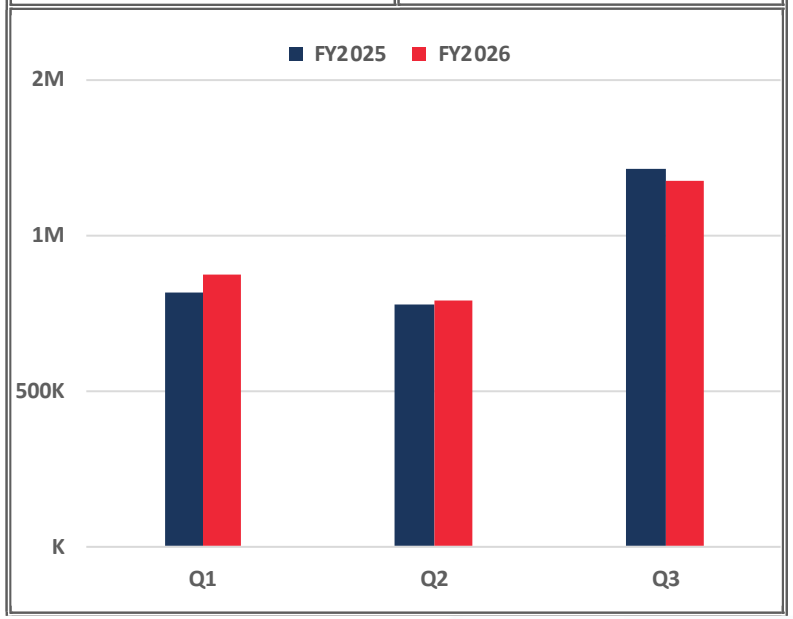


- Fire and EMS Revenue
  - 10.2% of budgeted General Fund revenue
  - $9.1 million or 73.66% of fire and EMS revenue budget received through the quarter
  - Fire and EMS revenue is up 9.89% compared to the same period of FY2025.

QUARTERLY FINANCIAL REPORT

GENERAL FUND

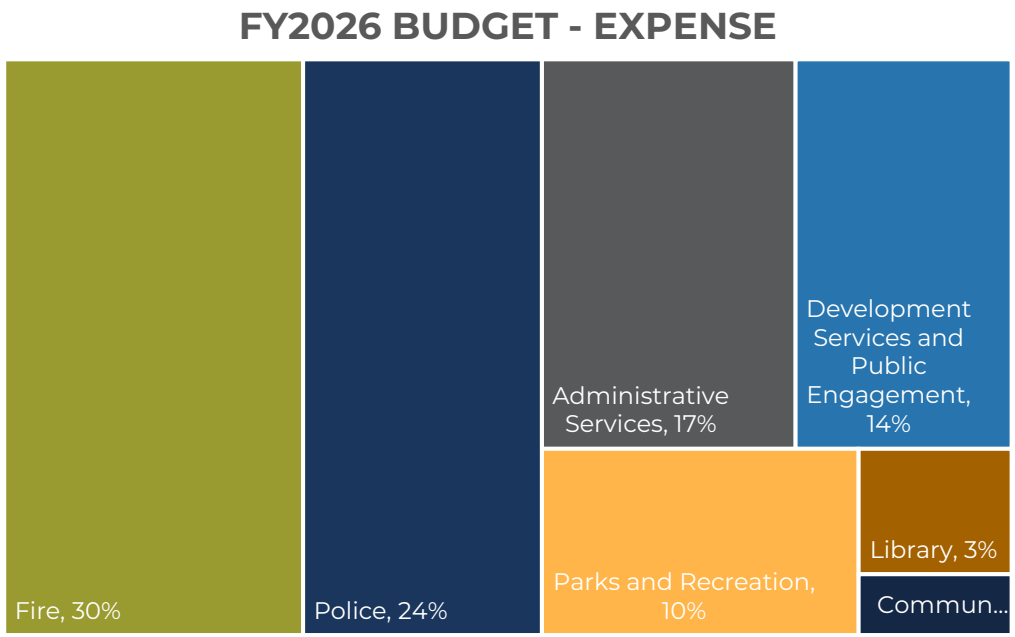
PARKS & RECREATION	
1.39%	2,841,705



- Parks & Recreation
  - 3.6% of budgeted General Fund revenue
  - $2.8 million or 66.35% of Parks and Recreation fees budget received through the quarter
  - Parks and Recreation revenue is up 1.39% compared to the same period of FY2025.

QUARTERLY FINANCIAL REPORT

GENERAL FUND



- Expense Budget Sources
  - The FY2026 expense budget for the General Fund is $126.4 million
  - 54% of the General Fund budgeted expense is for public safety. This includes $37.5 million for Fire and $29.9 million for Police Operations
  - Development Services and Public Engagement is 14%, or $18.3 million
    - Public Works
    - Streets
    - Transportation Planning
  - Parks and Recreation totals 10%

QUARTERLY FINANCIAL REPORT

GENERAL FUND

General Fund							
Quarterly Comparison: Q3 FY26	Budget	FY2025	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Quarterly Comparison	
	FY2026	YTD Actuals: Q3 FY25	YTD Actuals: Q3 FY26	Variance	% Of Budget	Variance	% Variance
Expense							
Personnel	74,741,369	50,572,433	55,698,369	19,043,000	74.52%	(5,125,936)	10.14%
Operations	46,175,014	31,020,814	36,222,509	9,952,505	78.45%	(5,201,695)	16.77%
Operating Capital	820,443	502,053	492,033	328,411	59.97%	10,020	-2.00%
Transfers	4,634,705	2,567,946	4,634,705	-	100.00%	(2,066,759)	80.48%
Total Expense	**126,371,532**	**84,663,245**	**97,047,616**	**29,323,917**	**76.80%**	**(12,384,370)**	**14.63%**

QUARTERLY FINANCIAL REPORT

GENERAL FUND

General Fund							
Quarterly Comparison: Q3 FY26	Budget	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Year-End: Projections Vs. Actuals		
	FY2026	YTD Actuals: Q3 FY26	Variance	% Of Budget	Projections FY2026	Variance Fav/(Unfav)	% of Projection
Expense							
Personnel	74,741,369	55,698,369	19,043,000	74.52%	76,228,382	20,530,013	73.07%
Operations	46,175,014	36,222,509	9,952,505	78.45%	45,870,177	9,647,668	78.97%
Operating Capital	820,443	492,033	328,411	59.97%	823,847	331,814	59.72%
Transfers	4,634,705	4,634,705	-	100.00%	4,120,340	(514,365)	112.48%
Total Expense	**126,371,532**	**97,047,616**	**29,323,917**	**76.80%**	**127,042,746**	**29,995,131**	**76.39%**

QUARTERLY FINANCIAL REPORT

GENERAL FUND

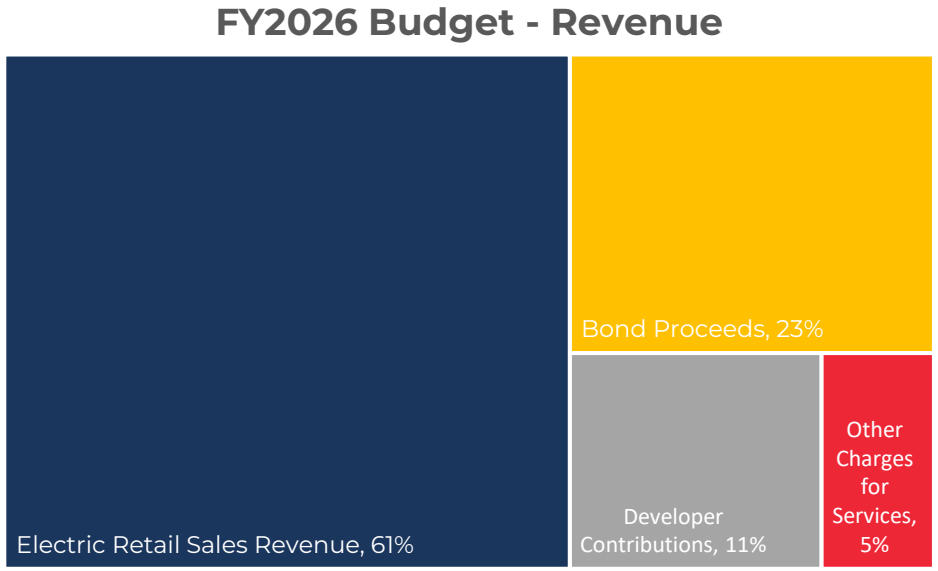
- Personnel
  - 59.1% of budgeted General Fund expenses
  - $55.7 million, or 74.52% personnel expense through the quarter
  - Personnel is up 10.14% compared to the same period of FY2025
- Operations
  - 36.5% of budgeted General Fund expenses
  - $36.2 million, or 78.45% operations expense through the quarter
  - Operations is up 16.77% compared to the same period of FY2025
- Year-over-year increases expected because of additional base budget and newly funded requests in FY2026; both one-time and ongoing

ELECTRIC FUND

QUARTERLY FINANCIAL REPORT

QUARTERLY FINANCIAL REPORT

ELECTRIC FUND



- Revenue Budget Sources
  - The FY2026 revenue budget for the Electric Fund is $195.7 million
  - Electric Sales revenue makes up 61% of budgeted revenues
  - Bond Proceeds are 23% of budgeted revenues
  - Developer Contributions budgeted at 11% of total revenue

QUARTERLY FINANCIAL REPORT

ELECTRIC FUND

Electric Services							
Quarterly Comparison: Q3 FY26	Budget	FY2025	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Quarterly Comparison	
	FY2026	YTD Actuals: Q3 FY25	YTD Actuals: Q3 FY26	Variance	% of Budget	Variance	% Variance
Operating Revenue							
40002:Sales Taxes	7,500	7,876	9,696	2,196	129.28%	1,820	23.12%
41002:Penalties	887,250	657,833	642,072	(245,178)	72.37%	(15,761)	-2.40%
42001:Interest Income	3,428,250	2,255,647	2,798,098	(630,152)	81.62%	542,451	24.05%
43001:Fees	4,680,755	2,163,772	2,290,406	(2,390,349)	48.93%	126,634	5.85%
43003:Permits	-	57,440	-	-	0.00%	(57,440)	-100.00%
43004:Administrative Charges	899,883	2,427,636	674,912	(224,971)	75.00%	(1,752,724)	-72.20%
43601:Electric Retail Sales Revenue	119,081,461	72,046,540	79,326,029	(39,755,432)	66.61%	7,279,489	10.10%
44502:Developer Contributions	22,253,969	17,555,479	57,204,473	34,950,504	257.05%	39,648,994	225.85%
Operating Revenue Total	**151,239,068**	**97,172,223**	**142,945,686**	**(8,293,382)**	**94.52%**	**45,773,463**	**47.11%**
Non-Operating Revenue							
45001:Misc Revenue	2,991	3,144	28,040	25,049	937.48%	24,896	791.80%
45003:Misc Reimbursements	-	-	1,388	1,388	0.00%	1,388	0.00%
45004:Sale of Property	7,174	7,539	39,241	32,067	547.00%	31,702	420.49%
44001:Grant Revenue	-	-	(335,929)	(335,929)	0.00%	(335,929)	0.00%
46001:Bond Proceeds	44,540,225	17,490,000	41,000,000	(3,540,225)	92.05%	23,510,000	134.42%
46002:Bond Premium	-	1,110,333	3,906,901	3,906,901	0.00%	2,796,568	251.87%
Non-Operating Revenue Total	**44,550,390**	**18,611,017**	**44,639,641**	**89,251**	**100.20%**	**26,028,624**	**139.86%**
Revenue Total	**195,789,458**	**115,783,240**	**187,585,327**	**(8,204,131)**	**95.81%**	**71,802,087**	**62.01%**

QUARTERLY FINANCIAL REPORT

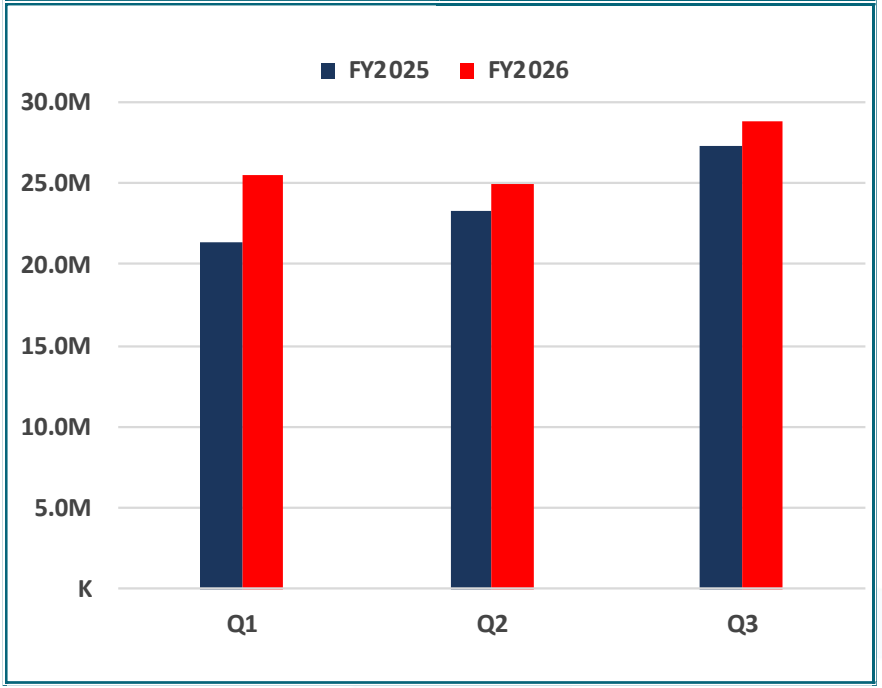
ELECTRIC FUND

Electric Services							
Quarterly Comparison: Q3 FY26	Budget	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Year-End: Projections Vs. Actuals		
	FY2026	YTD Actuals: Q3 FY26	Variance	% of Budget	Projections FY2026	Variance Fav/(Unfav)	% of Projection
Operating Revenue							
40002:Sales Taxes	7,500	9,696	2,196	129.28%	12,000	(2,304)	80.80%
41002:Penalties	887,250	642,072	(245,178)	72.37%	887,250	(245,178)	72.37%
42001:Interest Income	3,428,250	2,798,098	(630,152)	81.62%	3,428,250	(630,152)	81.62%
43001:Fees	4,680,755	2,290,406	(2,390,349)	48.93%	4,412,550	(2,122,144)	51.91%
43003:Permits	-	-	-	0.00%	-	-	0.00%
43004:Administrative Charges	899,883	674,912	(224,971)	75.00%	899,883	(224,971)	75.00%
43601:Electric Retail Sales Revenue	119,081,461	79,326,029	(39,755,432)	66.61%	119,081,461	(39,755,432)	66.61%
44502:Developer Contributions	22,253,969	57,204,473	34,950,504	257.05%	64,029,615	(6,825,142)	89.34%
Operating Revenue Total	**151,239,068**	**142,945,686**	**(8,293,382)**	**94.52%**	**192,751,009**	**(49,805,323)**	**74.16%**
Non-Operating Revenue							
45001:Misc Revenue	2,991	28,040	25,049	937.48%	27,815	225	100.81%
45003:Misc Reimbursements	-	1,388	1,388	0.00%	2,450	(1,063)	56.63%
45004:Sale of Property	7,174	39,241	32,067	547.00%	36,738	2,503	106.81%
44001:Grant Revenue	-	(335,929)	(335,929)	0.00%	(336,928)	999	99.70%
46001:Bond Proceeds	44,540,225	41,000,000	(3,540,225)	92.05%	44,540,225	(3,540,225)	92.05%
46002:Bond Premium	-	3,906,901	3,906,901	0.00%	-	3,906,901	0.00%
Non-Operating Revenue Total	**44,550,390**	**44,639,641**	**89,251**	**100.20%**	**44,270,300**	**369,341**	**100.83%**
Revenue Total	**195,789,458**	**187,585,327**	**(8,204,131)**	**95.81%**	**237,021,309**	**(49,435,982)**	**79.14%**

QUARTERLY FINANCIAL REPORT

ELECTRIC FUND

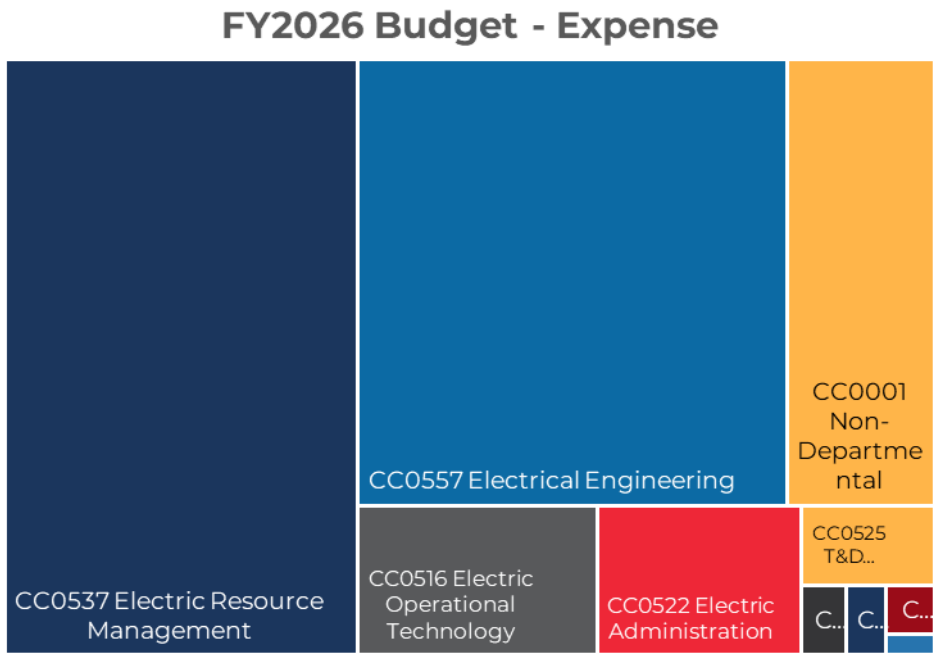
ELECTRIC RETAIL SALES REVENUE	
10.10%	79,326,029



- Electric Sales Revenue
  - Represents 79% of budgeted Electric Fund operating revenue
  - $79.3 million, or 66.61% of electric sales revenue budget received through the quarter
  - Electric sales revenue is up 10.10% compared to the same period of FY2025

QUARTERLY FINANCIAL REPORT

ELECTRIC FUND



- Expense Budget
  - The FY2026 expense budget for the Electric Fund is $214.2 million
  - 37% of budgeted expenses is from purchase power related expenses
  - Electrical Engineering is 34% of budget
    - CIP Expense
  - Non-departmental totals 11% of budget
    - PILOT
    - Debt Service
    - Transfers

QUARTERLY FINANCIAL REPORT

ELECTRIC FUND

Electric Services							
Quarterly Comparison: Q3 FY26	Budget	FY2025	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Quarterly Comparison	
	FY2026	YTD Actuals: Q3 FY25	YTD Actuals: Q3 FY26	Variance	% of Budget	Variance	% Variance
Operating Expense							
CC0001 Non-Departmental	600,000	459,670	373,211	226,790	62.20%	86,460	-18.81%
CC0516 Electric Operational Technology	1,133,695	821,540	582,137	551,558	51.35%	239,403	-29.14%
CC0520 Customer Energy Solutions	1,056,059	317,336	762,192	293,867	72.17%	(444,856)	140.18%
CC0521 Operational Technology	1,205,802	939,811	956,353	249,449	79.31%	(16,542)	1.76%
CC0522 Electric Administration	11,534,645	8,090,036	8,385,727	3,148,918	72.70%	(295,690)	3.65%
CC0523 Electric Safety and Employee Development	377,984	294,417	246,330	131,654	65.17%	48,088	-16.33%
CC0525 T&D Services	3,961,838	5,369,250	2,418,736	1,543,102	61.05%	2,950,515	-54.95%
CC0534 Conservation	-	1,905	-	-	0.00%	1,905	-100.00%
CC0537 Electric Resource Management	81,380,981	51,105,626	54,142,907	27,238,074	66.53%	(3,037,281)	5.94%
CC0555 Electric Systems Operations	942,603	2,162,598	900,101	42,503	95.49%	1,262,497	-58.38%
CC0557 Electrical Engineering	1,845,999	1,946,351	2,425,135	(579,136)	131.37%	(478,784)	24.60%
Operating Expense Total	**104,039,606**	**71,220,453**	**75,026,415**	**29,013,190**	**72.11%**	**(3,805,963)**	**5.34%**
Non-Operating Expense							
CC0001 Non-Departmental	25,012,088	8,787,242	9,817,525	15,194,563	39.25%	(1,030,283)	11.72%
CC0516 Electric Operational Technology	12,659,511	821,540	1,511,390	11,148,121	11.94%	(689,850)	83.97%
CC0520 Customer Energy Solutions	-		-	-	0.00%	-	0.00%
CC0521 Operational Technology	4,825	55,000	-	4,825	0.00%	55,000	-100.00%
CC0522 Electric Administration	212,020	132,150	93,205	118,815	43.96%	38,945	-29.47%
CC0525 T&D Services	164,272	450,076	46,261	118,011	28.16%	403,814	-89.72%
CC0555 Electric Systems Operations	4,100	63,750	4,100	-	100.00%	59,650	-93.57%
CC0557 Electrical Engineering	72,166,138	16,210,124	27,689,675	44,476,463	38.37%	(11,479,551)	70.82%
Non-Operating Expense Total	**110,222,954**	**26,066,238**	**39,162,157**	**71,060,798**	**35.53%**	**(13,095,918)**	**50.24%**
Expense Total	**214,262,560**	**97,286,691**	**114,188,572**	**100,073,988**	**53.29%**	**(16,901,881)**	**17.37%**

QUARTERLY FINANCIAL REPORT

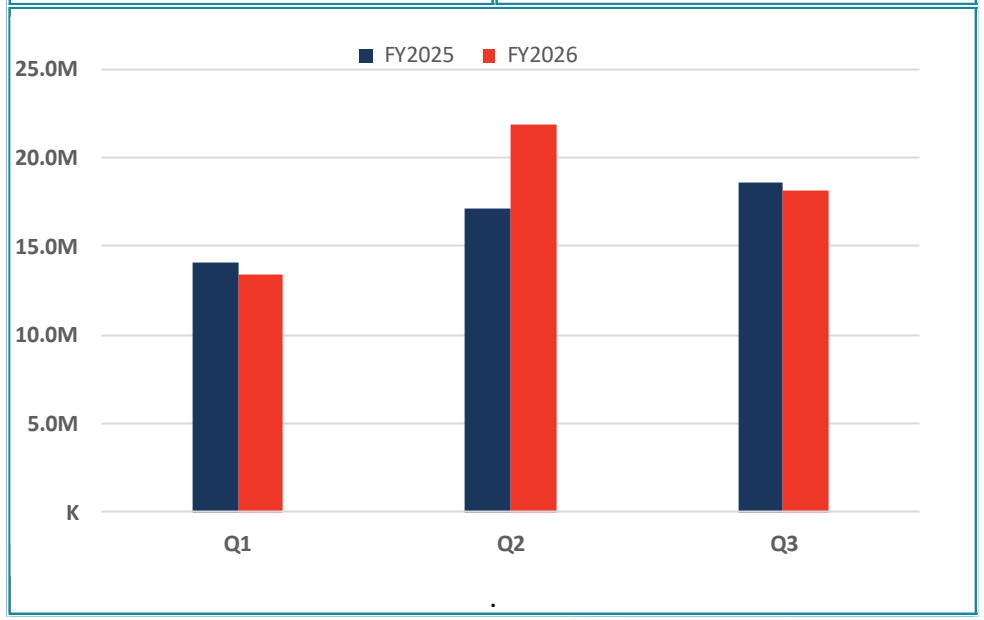
ELECTRIC FUND

Electric Services							
Quarterly Comparison: Q3 FY26	Budget	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Year-End: Projections Vs. Actuals		
	FY2026	YTD Actuals: Q3 FY26	Variance	% of Budget	Projections 2026	Variance Fav/(Unfav)	% of Projections
Operating Expense							
CC0001 Non-Departmental	600,000	373,211	226,790	62.20%	600,000	226,790	62.20%
CC0516 Electric Operational Technology	1,133,695	582,137	551,558	51.35%	897,636	315,500	64.85%
CC0520 Customer Energy Solutions	1,056,059	762,192	293,867	72.17%	1,015,701	253,509	75.04%
CC0521 Operational Technology	1,205,802	956,353	249,449	79.31%	1,420,035	463,683	67.35%
CC0522 Electric Administration	11,534,645	8,385,727	3,148,918	72.70%	12,183,156	3,797,429	68.83%
CC0523 Electric Safety and Employee Development	377,984	246,330	131,654	65.17%	378,533	132,204	65.07%
CC0525 T&D Services	3,961,838	2,418,736	1,543,102	61.05%	4,049,415	1,630,679	59.73%
CC0534 Conservation	-	-	-	0.00%	-	-	0.00%
CC0537 Electric Resource Management	81,380,981	54,142,907	27,238,074	66.53%	81,451,929	27,309,022	66.47%
CC0555 Electric Systems Operations	942,603	900,101	42,503	95.49%	1,139,396	239,296	79.00%
CC0557 Electrical Engineering	1,845,999	2,425,135	(579,136)	131.37%	1,050,327	(1,374,808)	230.89%
Operating Expense Total	**104,039,606**	**75,026,415**	**29,013,190**	**72.11%**	**104,309,427**	**29,283,011**	**71.93%**
Non-Operating Expense							
CC0001 Non-Departmental	25,012,088	9,817,525	15,194,563	39.25%	25,012,089	15,194,564	39.25%
CC0516 Electric Operational Technology	12,659,511	1,511,390	11,148,121	11.94%	12,659,511	11,148,120	11.94%
CC0520 Customer Energy Solutions	-	-	-	0.00%	-	-	0.00%
CC0521 Operational Technology	4,825	-	4,825	0.00%	4,825	4,825	0.00%
CC0522 Electric Administration	212,020	93,205	118,815	43.96%	212,020	118,815	43.96%
CC0525 T&D Services	164,272	46,261	118,011	28.16%	164,272	118,011	28.16%
CC0555 Electric Systems Operations	4,100	4,100	-	100.00%	4,100	-	100.00%
CC0557 Electrical Engineering	72,166,138	27,689,675	44,476,463	38.37%	72,166,138	44,476,463	38.37%
Non-Operating Expense Total	**110,222,954**	**39,162,157**	**71,060,798**	**35.53%**	**110,222,954**	**71,060,798**	**35.53%**
Expense Total	**214,262,560**	**114,188,572**	**100,073,988**	**53.29%**	**214,532,381**	**100,343,809**	**53.23%**

QUARTERLY FINANCIAL REPORT

ELECTRIC FUND

NET PURCHASED POWER	
7.25%	53,417,639



- Purchased Power
  - 51.3% of Electric Fund operating expenses through the quarter
  - $53.4 million, or 65.9% of purchase power expense budget through the quarter
  - Purchase power is up 7.25% compared to the same period of FY2025

QUARTERLY FINANCIAL REPORT

ELECTRIC FUND

Year-to-date Quarterly Net Purchase Power Comparison

- Q3: FY2025
  - Net Purchase Power Budget: $84,739,578
  - Purchased Power: $50,121,299
  - REC Sales: ($869,100)
  - CRR Credits: $555,367
  - Net Purchased Power: $49,807,566
  - % of Net Purchase Power Budget: 58.7%
- Q3: FY2026
  - Net Purchase Power Budget: $81,048,773
  - Purchased Power: $52,705,920
  - REC Sales: ($284,524)
  - CRR Credits: $996,244
  - Net Purchased Power: $53,417,639
  - % of Net Purchase Power Budget: 65.9%

QUARTERLY FINANCIAL REPORT

ELECTRIC FUND

- Slower than anticipated ramp-up of very large load customers is affecting Electric sales revenue and has an offset to purchase power expenses. Electric's budget was updated at the mid-year amendment to align with latest projections.
- Administrative Charges have decreased compared to the prior year due to the re-organization of the Water and Electric Operational Technology and the Water and Electric Control Center teams. The teams split into separate units for each utility.
- Developer Contributions' revenue is higher than budget due to several payments for ZT Systems and Flextronics.
- There was a 2% rate increase, and a higher revenue per MWH due to the rate ramping for VLC&I.
- CC0525 T&D Services and CC05557 Electrical Engineering
    - Capitalization of labor to CIP (Year-end entry)
    - Personnel expenses look inflated and capital expenses deflated. The year-end entry will reflect on the balances sheet but not on the budget schedule
- Meet all reserve requirements for FY2026

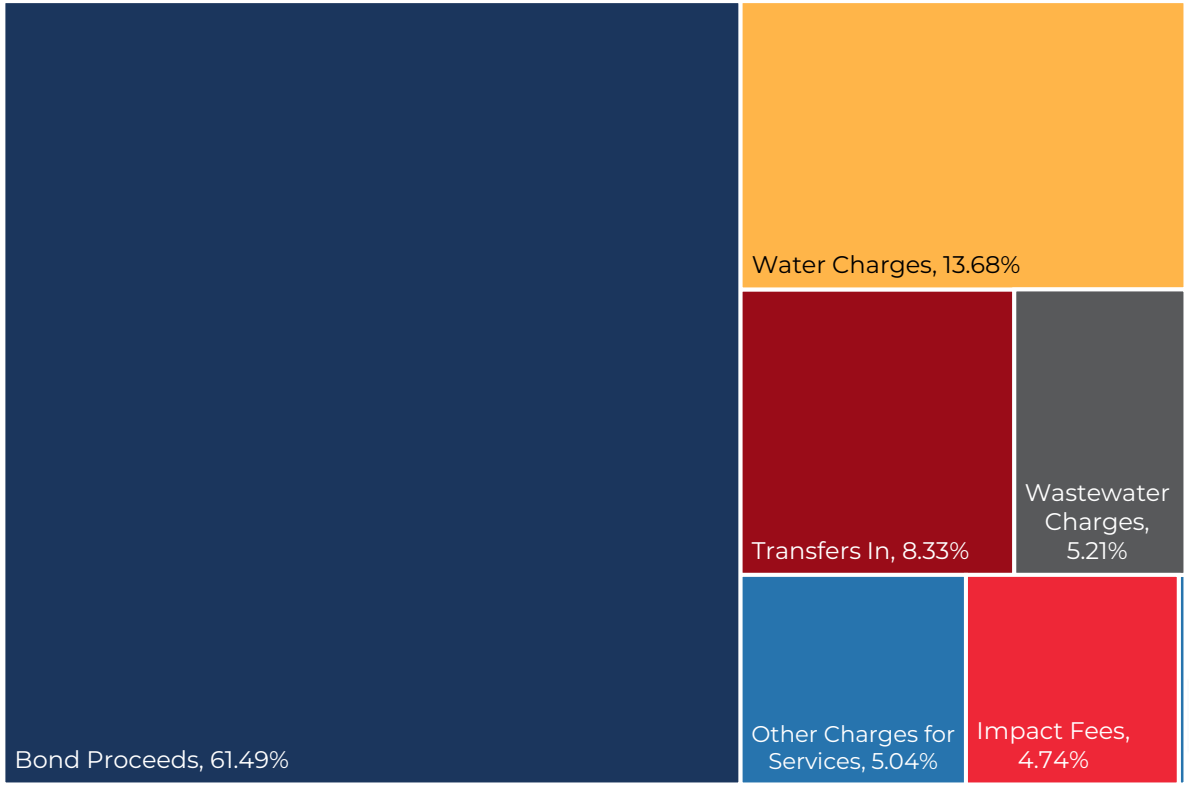
WATER FUND

QUARTERLY FINANCIAL REPORT

QUARTERLY FINANCIAL REPORT

WATER FUND

FY2026 Budget - Revenue



- Revenue Budget Sources
  - The FY2026 revenue budget for the Water Fund is $732.7 million
  - 61.5% of budgeted revenues is from bond proceeds
    - Capital infrastructure for treatment and distribution
  - Water Charges
    - Water 13.7%
    - Wastewater 5.2%
    - Irrigation $1.1 million
  - Impact fees total 4.7% of budgeted revenues

QUARTERLY FINANCIAL REPORT

WATER FUND

Water							
Quarterly Comparison: Q3 FY26	Budget	FY2025	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Quarterly Comparison	
	FY2026	YTD Actuals: Q3 FY25	YTD Actuals: Q3 FY26	Variance	% of Budget	Variance	% Variance
Operating Revenue							
41002:Penalties	850,000	1,214,375	1,574,633	724,633	185.25%	360,258	29.67%
42001:Interest Income	26,581,883	17,134,653	14,603,679	(11,978,204)	54.94%	(2,530,974)	-14.77%
43001:Fees	6,502,911	5,063,017	5,657,373	(845,538)	87.00%	594,356	11.74%
43005:Rental Revenue	25,000	18,889	18,889	(6,111)	75.56%	-	0.00%
43602:Water Charges	100,231,801	60,682,190	67,350,105	(32,881,696)	67.19%	6,667,915	10.99%
43603:Wastewater Charges	38,172,490	25,386,585	29,665,532	(8,506,958)	77.71%	4,278,947	16.86%
43604:Irrigation Charges	1,121,315	769,413	633,279	(488,036)	56.48%	(136,135)	-17.69%
41602:Impact Fees	34,730,106	37,457,338	30,618,953	(4,111,153)	88.16%	(6,838,385)	-18.26%
44502:Developer Contributions	535,000	575,343	666,361	131,361	124.55%	91,018	15.82%
Operating Revenue Total	**208,750,506**	**148,301,804**	**150,788,804**	**(57,961,702)**	**72.23%**	**2,487,000**	**1.68%**
Non-Operating Revenue							
45001:Misc Revenue	2,396,488	1,110,391	279,814	(2,116,674)	11.68%	(830,578)	-74.80%
45002:Insurance Proceeds	-	60,711	41,256	41,256	0.00%	(19,455)	-32.04%
45003:Misc Reimbursements	-	-	936,997	936,997	0.00%	936,997	0.00%
45004:Sale of Property	-	-	38,700	38,700	0.00%	38,700	0.00%
44001:Grant Revenue	10,000,000	-	7,882,331	(2,117,669)	78.82%	7,882,331	0.00%
70001:Transfers In	61,000,000	1,234,065	14,713,470	(46,286,530)	24.12%	13,479,405	1092.28%
46001:Bond Proceeds	450,544,407	83,870,000	312,400,000	(138,144,407)	69.34%	228,530,000	272.48%
46002:Bond Premium	-	5,059,973	21,487,215	21,487,215	0.00%	16,427,241	324.65%
Non-Operating Revenue Total	**523,940,895**	**91,335,141**	**357,779,783**	**(166,161,112)**	**68.29%**	**266,444,642**	**291.72%**
Revenue Total	**732,691,401**	**239,636,944**	**508,568,586**	**(224,122,815)**	**69.41%**	**268,931,642**	**112.22%**

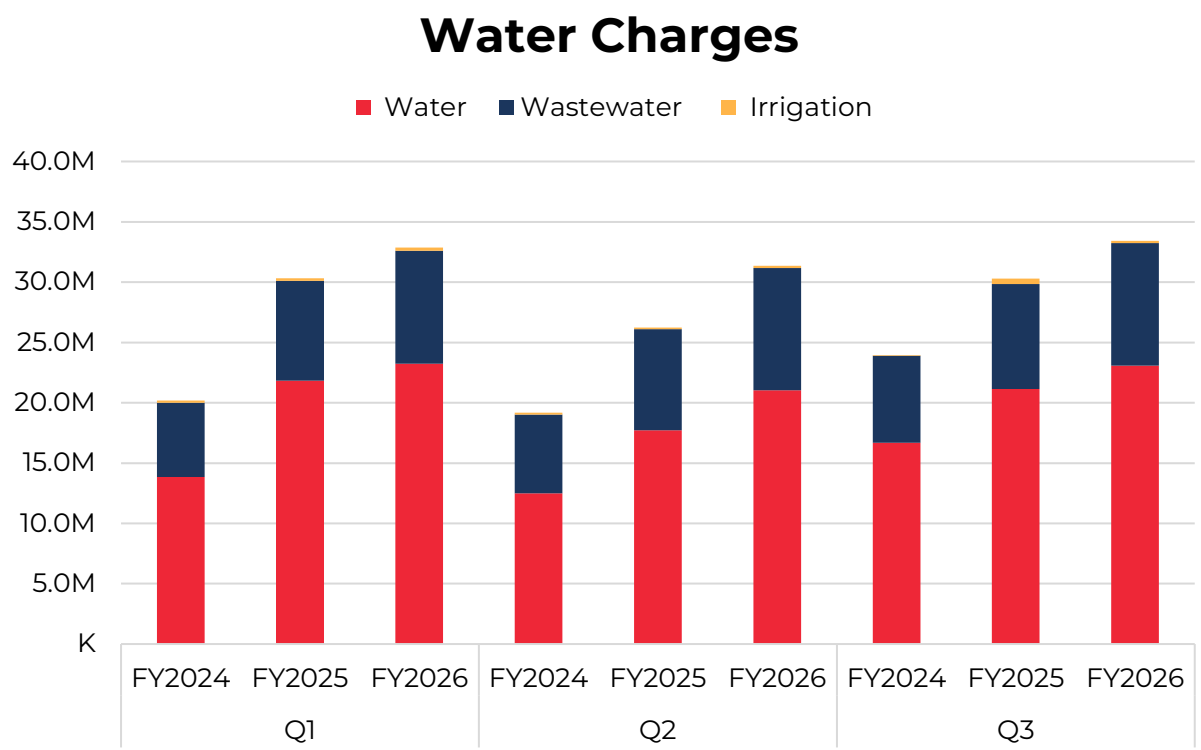
QUARTERLY FINANCIAL REPORT

WATER FUND

Water							
Quarterly Comparison: Q3 FY26	Budget	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Year-End: Projections Vs. Actuals		
	FY2026	YTD Actuals: Q3 FY26	Variance	% of Budget	Projections FY2026	Variance Fav/(Unfav)	% of Projections
Operating Revenue							
41002:Penalties	850,000	1,574,633	724,633	185.25%	2,100,957	(526,324)	74.95%
42001:Interest Income	26,581,883	14,603,679	(11,978,204)	54.94%	26,581,883	(11,978,204)	54.94%
43001:Fees	6,502,911	5,657,373	(845,538)	87.00%	5,300,000	357,373	106.74%
43005:Rental Revenue	25,000	18,889	(6,111)	75.56%	20,000	(1,111)	94.45%
43602:Water Charges	100,231,801	67,350,105	(32,881,696)	67.19%	99,956,801	(32,606,696)	67.38%
43603:Wastewater Charges	38,172,490	29,665,532	(8,506,958)	77.71%	38,167,884	(8,502,352)	77.72%
43604:Irrigation Charges	1,121,315	633,279	(488,036)	56.48%	1,121,315	(488,036)	56.48%
41602:Impact Fees	34,730,106	30,618,953	(4,111,153)	88.16%	34,730,106	(4,111,153)	88.16%
44502:Developer Contributions	535,000	666,361	131,361	124.55%	981,847	(315,486)	67.87%
Operating Revenue Total	**208,750,506**	**150,788,804**	**(57,961,702)**	**72.23%**	**208,960,793**	**(58,171,989)**	**72.16%**
Non-Operating Revenue							
45001:Misc Revenue	2,396,488	279,814	(2,116,674)	11.68%	1,553,395	(1,273,581)	18.01%
45002:Insurance Proceeds	-	41,256	41,256	0.00%	41,256	-	100.00%
45003:Misc Reimbursements	-	936,997	936,997	0.00%	635,179	301,818	147.52%
45004:Sale of Property	-	38,700	38,700	0.00%	38,700	-	100.00%
44001:Grant Revenue	10,000,000	7,882,331	(2,117,669)	78.82%	10,000,000	(2,117,669)	78.82%
70001:Transfers In	61,000,000	14,713,470	(46,286,530)	24.12%	61,000,000	(46,286,530)	24.12%
46001:Bond Proceeds	450,544,407	312,400,000	(138,144,407)	69.34%	380,818,000	(68,418,000)	82.03%
46002:Bond Premium	-	21,487,215	21,487,215	0.00%	-	21,487,215	0.00%
Non-Operating Revenue Total	**523,940,895**	**357,779,783**	**(166,161,112)**	**68.29%**	**500,086,530**	**(142,306,747)**	**71.54%**
Revenue Total	**732,691,401**	**508,568,586**	**(224,122,815)**	**69.41%**	**709,047,323**	**(200,478,737)**	**71.73%**

QUARTERLY FINANCIAL REPORT

WATER FUND



- Water Charges
  - Water charges through the quarter total $67.4 million
  - Up 10.99% compared to Q3 of FY2025
- Wastewater Charges
  - Wastewater charges through the quarter total $29.6 million
  - Up 16.86% compared to Q3 of FY2025
- Irrigation Charges
  - Irrigation charges through the quarter total $633.3 thousand
  - A decrease of 17.69% compared to Q3 of FY2025

QUARTERLY FINANCIAL REPORT

WATER FUND

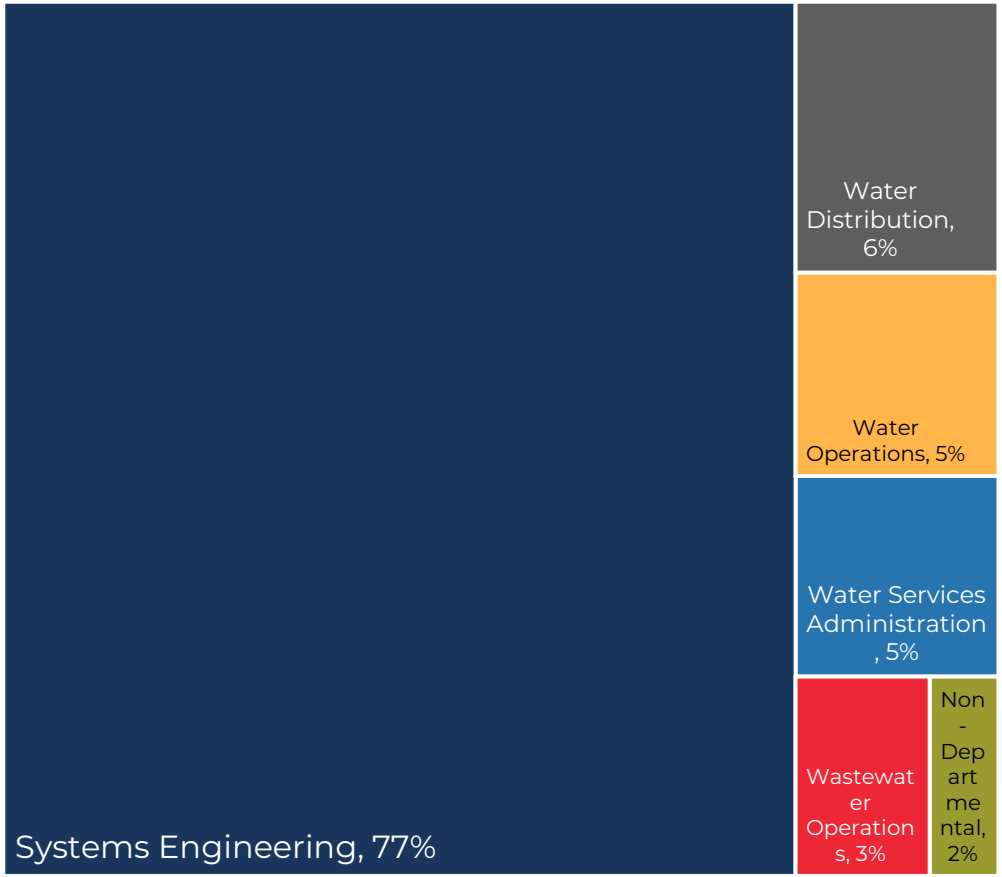
Impact Fee Revenues

- Water and wastewater impact fees are payments from developers to contribute towards capital infrastructure costs
- The fee revenue is used for both cash and debt service payments on eligible capital projects
- Water and wastewater impact fee revenue collection is lower in FY2026 compared to FY2025 largely due to timing of projects; and are conservatively modeled in cost of service and the 5-year forecast
- Staff keep the impact fees separate until they are reconciled at year-end and are ready to be used on active capital projects the following year
    - The fees are then transferred within the water fund mid-year
    - These are shown in the Transfers In revenue
    - There is a corresponding Transfers Out expense in the Water Distribution and Wastewater Operations cost centers

QUARTERLY FINANCIAL REPORT

WATER FUND

FY2026 Budget - Expense



- Expense Budget
  - The FY2025 expense budget for the Water Fund is $1.02 billion
  - 76.68% of budgeted expenses is from CIP Expense for various capital projects (includes roll forward)
  - Water Distribution 6.08%
  - Water Operations
    - Water 4.56%
    - Wastewater 2.96%

QUARTERLY FINANCIAL REPORT

WATER FUND

Water Services Financial Report							
Quarterly Comparison: Q3 FY26	Budget	FY2025	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Quarterly Comparison	
	FY2026	YTD Actuals: Q3 FY25	YTD Actuals: Q3 FY26	Variance	% of Budget	Variance	% Variance
Operating Expense							
CC0001 Non-Departmental	625,000	408,200	319,902	305,098	51.18%	88,297	-21.63%
CC0514 Water Operational Technology	1,845,139	815,063	1,162,497	682,642	63.00%	(347,434)	42.63%
CC0524 Metering Services	3,782,380	2,158,206	2,071,653	1,710,727	54.77%	86,553	-4.01%
CC0526 Systems Engineering	-	69,869	-	-	0.00%	69,869	-100.00%
CC0527 Water Services Administration	43,759,305	37,963,797	36,122,510	7,636,795	82.55%	1,841,287	-4.85%
CC0528 Water Distribution	11,281,565	4,575,113	5,971,884	5,309,681	52.93%	(1,396,772)	30.53%
CC0529 Water Plant Management	9,682,282	5,492,729	6,025,621	3,656,661	62.23%	(532,892)	9.70%
CC0530 Wastewater Operations	5,498,253	2,751,948	3,128,234	2,370,019	56.90%	(376,285)	13.67%
CC0531 Wastewater Plant Management	10,483,755	8,353,889	7,134,088	3,349,667	68.05%	1,219,801	-14.60%
CC0532 Irrigation Operations	589,171	537,225	407,934	181,237	69.24%	129,291	-24.07%
CC0535 Water Conservation	2,483,321	929,368	1,027,634	1,455,687	41.38%	(98,266)	10.57%
CC0539 Regulatory Compliance	1,340,556	603,510	789,546	551,010	58.90%	(186,037)	30.83%
CC0553 Water Operations	99,451	599,275	106,774	(7,324)	107.36%	492,501	-82.18%
CC0554 Water Control Center	2,200,980	1,661	1,153,333	1,047,647	52.40%	(1,151,672)	69318.94%
Operating Expense Total	**93,671,159**	**65,259,854**	**65,421,612**	**28,249,547**	**69.84%**	**(161,758)**	**0.25%**

QUARTERLY FINANCIAL REPORT

WATER FUND

Water Services Financial Report							
Quarterly Comparison: Q3 FY26	Budget	FY2025	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Quarterly Comparison	
	FY2026	YTD Actuals: Q3 FY25	YTD Actuals: Q3 FY26	Variance	% of Budget	Variance	% Variance
Non-Operating Expense							
CC0001 Non-Departmental	14,863,636	7,489,849	10,683,607	4,180,029	71.88%	(3,193,758)	42.64%
CC0514 Water Operational Technology	4,100	89,150	4,100	-	100.00%	85,050	-95.40%
CC0526 Systems Engineering	782,865,780	246,465,845	191,763,229	591,102,551	24.50%	54,702,616	-22.19%
CC0532 Irrigation Operations	43,305	3,058	2,189	41,116	5.06%	868	-28.40%
CC0530 Wastewater Operations	24,713,755	3,790,134	7,763,105	16,950,651	31.41%	(3,972,970)	104.82%
CC0531 Wastewater Plant Management	155,200	-	120,258	34,942	77.49%	(120,258)	0.00%
CC0527 Water Services Administration	2,226,317	994,847	1,873,470	352,846	84.15%	(878,623)	88.32%
CC0528 Water Distribution	50,809,510	1,488,252	12,205,874	38,603,637	24.02%	(10,717,622)	720.15%
CC0529 Water Plant Management	-	269,000	-	-	0.00%	269,000	-100.00%
CC0535 Water Conservation	84,762	60,000	84,762	-	100.00%	(24,762)	41.27%
CC0539 Regulatory Compliance	181,155	-	121,155	60,000	66.88%	(121,155)	0.00%
CC0553 Water Operations	46,456,153	15,240,160	11,485,876	34,970,277	24.72%	3,754,285	-24.63%
CC0554 Water Control Center	24,600	-	24,600	-	100.00%	(24,600)	0.00%
CC0524 Metering Services	4,882,564	5,120,462	5,125,824	(243,260)	104.98%	(5,362)	0.10%
Non-Operating Expense Total	**927,310,837**	**281,010,757**	**241,258,048**	**686,052,789**	**26.02%**	**39,752,709**	**-14.15%**
Expense	**1,020,981,996**	**346,270,611**	**306,679,660**	**714,302,336**	**30.04%**	**39,590,951**	**-11.43%**

QUARTERLY FINANCIAL REPORT

WATER FUND

Water Services Financial Report							
Quarterly Comparison: Q3 FY26	Budget	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Year End: Projections Vs. Actuals		
	FY2026	YTD Actuals: Q3 FY26	Variance	% of Budget	Projections FY2026	Variance Fav/(Unfav)	% of Projection
Operating Expense							
CC0001 Non-Departmental	625,000	319,902	305,098	51.18%	625,000	305,098	51.18%
CC0514 Water Operational Technology	1,845,139	1,162,497	682,642	63.00%	1,686,012	523,515	68.95%
CC0524 Metering Services	3,782,380	2,071,653	1,710,727	54.77%	3,604,368	1,532,716	57.48%
CC0526 Systems Engineering	-	-	-	0.00%	-	-	0.00%
CC0527 Water Services Administration	43,759,305	36,122,510	7,636,795	82.55%	44,186,274	8,063,764	81.75%
CC0528 Water Distribution	11,281,565	5,971,884	5,309,681	52.93%	9,120,352	3,148,468	65.48%
CC0529 Water Plant Management	9,682,282	6,025,621	3,656,661	62.23%	9,061,909	3,036,288	66.49%
CC0530 Wastewater Operations	5,498,253	3,128,234	2,370,019	56.90%	4,442,962	1,314,728	70.41%
CC0531 Wastewater Plant Management	10,483,755	7,134,088	3,349,667	68.05%	9,545,119	2,411,031	74.74%
CC0532 Irrigation Operations	589,171	407,934	181,237	69.24%	545,548	137,614	74.78%
CC0535 Water Conservation	2,483,321	1,027,634	1,455,687	41.38%	1,922,587	894,952	53.45%
CC0539 Regulatory Compliance	1,340,556	789,546	551,010	58.90%	1,297,636	508,089	60.84%
CC0553 Water Operations	99,451	106,774	(7,324)	107.36%	99,451	(7,324)	107.36%
CC0554 Water Control Center	2,200,980	1,153,333	1,047,647	52.40%	1,738,213	584,880	66.35%
Operating Expense Total	**93,671,159**	**65,421,612**	**28,249,547**	**69.84%**	**87,875,431**	**22,453,819**	**74.45%**

QUARTERLY FINANCIAL REPORT

WATER FUND

Water Services Financial Report							
Quarterly Comparison: Q3 FY26	Budget	FY2026	FY2026 Year-to-date: Budget Vs. Actuals		Year End: Projections Vs. Actuals		
	FY2026	YTD Actuals: Q3 FY26	Variance	% of Budget	Projections FY2026	Variance Fav/(Unfav)	% of Projection
Non-Operating Expense							
CC0001 Non-Departmental	14,863,636	10,683,607	4,180,029	71.88%	14,863,636	4,180,029	71.88%
CC0514 Water Operational Technology	4,100	4,100	-	100.00%	4,100	-	100.00%
CC0526 Systems Engineering	782,865,780	191,763,229	591,102,551	24.50%	782,865,783	591,102,553	24.50%
CC0532 Irrigation Operations	43,305	2,189	41,116	5.06%	43,306	41,117	5.06%
CC0530 Wastewater Operations	24,713,755	7,763,105	16,950,651	31.41%	24,713,755	16,950,650	31.41%
CC0531 Wastewater Plant Management	155,200	120,258	34,942	77.49%	155,200	34,942	77.49%
CC0527 Water Services Administration	2,226,317	1,873,470	352,846	84.15%	2,226,317	352,847	84.15%
CC0528 Water Distribution	50,809,510	12,205,874	38,603,637	24.02%	50,809,510	38,603,636	24.02%
CC0529 Water Plant Management	-	-	-	0.00%	-	-	0.00%
CC0535 Water Conservation	84,762	84,762	-	100.00%	84,762	(0)	100.00%
CC0539 Regulatory Compliance	181,155	121,155	60,000	66.88%	181,155	60,000	66.88%
CC0553 Water Operations	46,456,153	11,485,876	34,970,277	24.72%	46,456,152	34,970,276	24.72%
CC0554 Water Control Center	24,600	24,600	-	100.00%	24,600	-	100.00%
CC0524 Metering Services	4,882,564	5,125,824	(243,260)	104.98%	4,882,564	(243,260)	104.98%
Non-Operating Expense Total	**927,310,837**	**241,258,048**	**686,052,789**	**26.02%**	**927,310,839**	**686,052,792**	**26.02%**
Expense	**1,020,981,996**	**306,679,660**	**714,302,336**	**30.04%**	**1,015,186,270**	**708,506,610**	**30.21%**

QUARTERLY FINANCIAL REPORT

WATER FUND

- Water Revenue
  - Operating revenue trending slightly under budget however a disproportionate amount of water charges revenue comes from the summer months
  - Water Charges are up 10.99% due to increased consumption and rate increases
  - Fees revenue increased 11.74% from Q3 of FY2025
  - Impact fees from development are within conservative modeling
  - The penalties revenue is up 29.67% due to moving wrong day irrigation fines from water charges to the penalties revenue category.

QUARTERLY FINANCIAL REPORT

WATER FUND

- Water Operating Expense
  - Expenses in Water Services Administration are 4.85% less than FY2025. Expenses in Water Distribution are 30.53% greater than FY2025 due to an increase in Maintenance related expenses as well as the timing of new vehicle purchases
  - Expenses in Wastewater Operations are 13.67% greater than FY2025 due to the timing of maintenance related expenses as well as small increases to utilities and allocation expenses
  - Expenses in Metering Services are 4.01% less than FY2025 due primarily to the timing of water meter expenses
  - Expenses in Water Operational Technology are 42.63% greater than FY2025 due to movement of personnel to better align with functions and increases to the IT allocation
  - Meet fund balance reserve requirements

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Resolution - Bond Reimbursement FY27

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution expressing official intent to reimburse certain expenditures of the city related to capital equipment, right of way, and the design & construction of various capital projects in an amount not to exceed $130,762,073.00 with proceeds from bonds that will be issued in the Spring of 2027 -- Leigh Wallace, Chief Financial Officer

ITEM SUMMARY:
The FY2027 Budget includes $773,529,068.00 of total proposed debt issuance, including SWIFT funding. Bond reimbursement resolutions are used to allow bond funded projects to begin work before the debt for the project is issued. The City's available balances are used to provide cash flow for the initial planning and preliminary costs of the project and then the balances are reimbursed when the bonds are issued. The Certificate of Obligation bonds that are eligible for reimbursement total $37,788,000.00 for Public Safety equipment, Airport Projects, GTEC projects, GEDCO projects, Stormwater projects, Streets projects, Parks improvements, Fleet vehicles, and other projects detailed in the attached resolution. The reimbursement resolution accounts for $21,588,000.00 from this funding source.

The General Obligation bonds from the 2015 Road bond authorization include Downtown sidewalks. The bonds to be reimbursed for road bond projects total $1,025,000.00. The reimbursement resolution accounts for $500,000.00 from this funding source.

The General Obligation bonds from the 2023 Facility bond authorization include the Animal Shelter Partnership and the YMCA Partnership. The bonds to be reimbursed for the facility bond projects total $22,000,000.00. The reimbursement resolution accounts for all of the budget from this funding source.

The Revenue bonds that are eligible for reimbursement include Electric and Water projects totaling $601,716,068. The reimbursement resolution accounts for $87,324,073.00 from this funding source.

The project and funding plans have previously been reviewed by Council during the budget process.

<u>Updates from Approved Budget:</u> The land acquisition for Fire Station 10 was originally budgeted at $1,250,000.00. Through successful development negotiations, the City secured the Fire Station 10 site for $420,000. In addition, the City negotiated the acquisition of right-of-way along FM 2338 for $180,000.00. Even with the inclusion of the right-of-way purchase, the total cost remains below the Council-approved budget of $1,250,000.00 ensuring the project proceeds within established financial parameters.

As noted during the FY2027 budget adoption presentation, taxable values came in lower than

projected. Staff are currently working with financial advisors to prepare an updated tax-supported capital improvement plan for FY2027-2031. Staff have a workshop planned with Council on this topic on October 13, 2026.

This resolution does not commit the City to the bonds in the event the projects are delayed or funded in another manner.

After Council feedback on 10/13/26, the projected bond projects in the FY2027 budget and debt sale will be within the adopted tax rate projected during development of the FY2027 budget.

The utility revenue bond projects are within the utility rates adopted by Council for FY2027.

The process of using a bond reimbursement resolution has been used routinely to provide better debt and project management. The City's Fiscal and Budgetary Policy requires tax-supported debt to be issued within the term of the Council approving the reimbursement resolution.

FINANCIAL IMPACT:

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
Reimbursement Resolution.pdf
Reimbursement Resolution FY27 - Project List.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AUTHORIZING THE EXPRESSION OF OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES OF THE CITY; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Georgetown, Texas (the "City") expects to pay expenditures in connection with the projects described in Exhibit A (the "Projects") prior to the issuance of obligations to finance the Projects; and

WHEREAS, the City Council finds, considers and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Department of the Treasury's regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Projects; and

WHEREAS, the City Council finds it to be in the best interest of the public to express such official intent, as set out herein.

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

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

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

Section 3. The City reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed $130,762,073 for the purpose of paying the costs of the Projects.

Section 4. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 5. The foregoing notwithstanding, no tax-exempt obligations will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

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

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

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

[Remainder of this Page Intentionally Left Blank]

PASSED AND APPROVED ON THE 22ND OF SEPTEMBER, 2026.

ATTEST:

_____
Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN:

_____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

Project Lists

Bond Reimbursement Resolution 9/22/2026	Budgeted in FY27	Reimbursement Resolution Amount
Certificate of Obligation (CO)		
120		
ADA Transition Plan	250,000.00	250,000.00
Annual Intersection Improvements	1,500,000.00	1,500,000.00
Blue Hole Park Improvements	7,900,000.00	1,000,000.00
Fire Station 10	420,000.00	420,000.00
Fire Station 3 & 4 Needs Assessment	125,000.00	125,000.00
Park Capital Equipment Replacement	876,000.00	876,000.00
Park Improvements - MP Medium Priority	400,000.00	400,000.00
Parks and Recreation Shop Building Renovation	70,000.00	70,000.00
Public Safety Vehicles - Fire	5,740,000.00	5,740,000.00
Public Safety Vehicles - Police	2,032,000.00	2,032,000.00
River Ridge Park Renovation	300,000.00	300,000.00
Heirloom 2338 ROW Acquisition	180,000.00	180,000.00
120 Total	**19,793,000.00**	**12,893,000.00**
402		
Austin Ave Improvements-GTEC	4,300,000.00	0.00
Wolf Ranch Parkway - GTEC	4,000,000.00	0.00
402 Total	**8,300,000.00**	**0.00**
422		
Land Acquisition for Economic Development	7,000,000.00	7,000,000.00
422 Total	**7,000,000.00**	**7,000,000.00**
602		
Cutter North Ramp Mill/Overlay	125,000.00	125,000.00
602 Total	**125,000.00**	**125,000.00**
642		
Curb and Gutter	800,000.00	250,000.00
Haven Lane Phase II	100,000.00	0.00
Preliminary Engineering Reports and Associated Capital for Large Stormwater Projects	1,000,000.00	0.00
Stormwater New Vehicles - 2027	670,000.00	670,000.00
642 Total	**2,570,000.00**	**920,000.00**
Certificate of Obligation (CO) Total	**37,788,000.00**	**20,938,000.00**
General Obligation (GO)		
120		
2015 Road Bond Priority 1 - Downtown Sidewalks	1,025,000.00	500,000.00
Animal Shelter	12,000,000.00	12,000,000.00
YMCA Partnership	10,000,000.00	10,000,000.00
120 Total	**23,025,000.00**	**22,500,000.00**
General Obligation (GO) Total	**23,025,000.00**	**22,500,000.00**
Revenue Bond		
612		
Circuit Rehab- Planned pole replacements	4,340,963.00	4,340,963.00
Electric New Fleet	1,105,056.00	1,105,056.00
Electric Replacement Vehicles	995,000.00	995,000.00
Electric Utility Operations Center Building	7,500,000.00	7,500,000.00
Electric Utility Operations Center Land Acquisition	9,000,000.00	8,000,000.00
Infrastructure Relocation for Road Widenings	8,080,000.00	8,080,000.00
New Development	12,635,000.00	9,476,250.00
System Improvements - Operation Technology (SCADA/AMI/Network/Utility Software)	7,014,298.00	1,000,000.00
System Improvements - Ordinary Replacement	6,695,738.00	5,021,804.00
System Improvements - Redundancy Additions	505,000.00	505,000.00
System Improvements - Voltage Conversion/OH to UG Conversions	1,500,000.00	1,500,000.00
612 Total	**59,371,055.00**	**47,524,073.00**
662		
Dove Springs WWTP Improvements	45,000,000.00	4,500,000.00
EARZ	4,000,000.00	500,000.00
Ground Water Supply from East - Phase 1	132,045,013.00	20,000,000.00
Lift Station Upgrades	1,500,000.00	1,000,000.00
Miscellaneous Line Upgrades	1,500,000.00	500,000.00
Northlands Frontage Waterline	2,000,000.00	0.00
Northlands Wastewater Treatment Plant	69,000,000.00	0.00
San Gabriel Lift Station	60,000,000.00	5,000,000.00
SCADA Upgrades	1,000,000.00	0.00
Three Forks WWTP	213,000,000.00	0.00
Water Meters	10,000,000.00	5,000,000.00
Water Tank Rehabilitation	1,000,000.00	1,000,000.00
West and Hart Street Wastewater Improvements	2,300,000.00	2,300,000.00
662 Total	**542,345,013.00**	**39,800,000.00**
Revenue Bond Total	**601,716,068.00**	**87,324,073.00**
SWIFT		
662		
CR 141 Distribution Facility	56,017,009.00	0.00
Taylor Intake Site	54,982,991.00	0.00
662 Total	**111,000,000.00**	**0.00**
SWIFT Total	**111,000,000.00**	**0.00**
Grand Total	**773,529,068.00**	**130,762,073.00**

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Resolution - Heirloom 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 (Heirloom Public Improvement District Major Improvement Area Project)" -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
On August 26, 2025 the City Council of the City of Georgetown, Texas adopted Resolution No. 082625-6.P authorizing the creation of the Heirloom Public Improvement District and this Council intends to issue "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)" (the "Bonds"), to fund public improvements within the District.

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 this Council finds and determines it is necessary and in the best interest of the City to approved the form and content of the PLOM and authorize the use of the PLOM in the offering and sale of the Bonds by the the Underwriter form the Bonds, FMSbonds Inc.

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:
Resolution and exhibits PLOM_Heirloom PID.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 (HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)"

WHEREAS, on August 26, 2025 the City Council (the "Council") of the City of Georgetown, Texas (the "City") adopted Resolution No. 082625-6.P authorizing the creation of the Heirloom Public Improvement District (the "District"); and

WHEREAS, this Council intends to issue "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area 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 22ND DAY OF SEPTEMBER, 2026.

ATTEST:

_____
Robyn Densmore, City Secretary

_____
David Morgan, City Manager

THE CITY OF GEORGETOWN:

_____
Josh Schroeder, Mayor

[Signature Pg]

EXHIBIT A

Preliminary Limited Offering Memorandum
(Major Improvement Area Project)

NEW ISSUE **NOT RATED**

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED SEPTEMBER __, 2026

PROSPECTIVE PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED TO "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT. SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" HEREIN. THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT IN RELIANCE UPON THE EXEMPTION PROVIDED BY SECTION 3(A)(2) THEREIN. NO ACTION HAS BEEN TAKEN TO QUALIFY THE BONDS FOR SALE UNDER THE SECURITIES LAWS OF ANY STATE. SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" HEREIN.

In the opinion of Bond Counsel, interest on the Bonds will be excludable from gross income for federal income tax purposes under existing statutes, regulations, published rulings and court decisions existing on the date of such opinion, subject to the matters described under "TAX MATTERS" herein, including the alternative minimum tax on certain corporations. See "TAX MATTERS" herein for a discussion of Bond Counsel's opinion.

$20,895,000*
CITY OF GEORGETOWN, TEXAS,
(a municipal corporation of the State of Texas located in Williamson County)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

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

The City of Georgetown, Texas, Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area 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 the 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 [March 15, 2027], 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"), to DTC 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 October 13, 2026, and an Indenture of Trust, dated as of November 1, 2026 (the "Indenture"), to be 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 (i) paying a portion of the Actual Costs of the Major Improvement Area Improvements benefitting the entire Heirloom Public Improvement District (the "District"), (ii) paying the Administrative Reserves related to the Bonds, (iii) paying the 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. See "THE MAJOR IMPROVEMENT AREA IMPROVEMENTS" and "APPENDIX B — Form of Indenture."

The Bonds Similarly Secured, which includes the Bonds, when issued and delivered, will constitute valid and binding special obligations of the City payable solely from and secured by the Trust Estate, consisting primarily of the Pledged Revenues, which consist primarily of Major Improvement Area Assessments to be levied against assessable properties in the Major Improvement Area of the District in accordance with a Service and Assessment Plan, all to the extent and upon the conditions described herein and in the Indenture. The "Bonds Similarly Secured" consist of the Bonds and any series of bonds issued to refund all or a portion of the Bonds. 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." 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 SIMILARLY SECURED, INCLUDING THE BONDS, ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING 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 SOURCES IDENTIFIED IN THE INDENTURE. 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 PLEDGED REVENUES, 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 PLEDGED REVENUES AND OTHER FUNDS COMPRISING 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 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 LLP, 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 Underwriter by its counsel, Norton Rose Fulbright US LLP, for the Developers by their counsel, Metcalfe Wolff Stuart & Williams, LLP, and for the City by its City Attorney. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about November 10, 2026 (the "Date of Delivery").

---

* *Preliminary; subject to change.*

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 hereunder.

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

CUSIP Prefix: _____[a]

$20,895,000*
CITY OF GEORGETOWN, TEXAS,
(a municipal corporation of the State of Texas located in Williamson County)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

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

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

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

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

** Preliminary; subject to change.*

[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, 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 CUSIP Services. CUSIP numbers are provided for convenience of reference only. None of the City, the City's Financial Advisor or the Underwriter takes 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."

CITY OF GEORGETOWN, TEXAS
CITY COUNCIL

Name	Place	Term Expires (May)
Josh Schroeder	Mayor	2029
Kevin Pitts	Mayor Pro-Tem, District 5	2027
Amanda Parr	Councilmember, District 1	2027
Doug Noble	Councilmember, District 2	2029
Ben Butler	Councilmember, District 3	2028
Ron Garland	Councilmember, District 4	2028
Jake French	Councilmember, District 6	2029
Ben Stewart	Councilmember, District 7	2028

CITY MANAGER	ASSISTANT CITY MANAGER	CHIEF FINANCIAL OFFICER	CITY SECRETARY
David Morgan	Jack Daly	Leigh Wallace	Robyn Densmore

ADMINISTRATOR
P3Works, LLC

FINANCIAL ADVISOR TO THE CITY
Specialized Public Finance Inc.

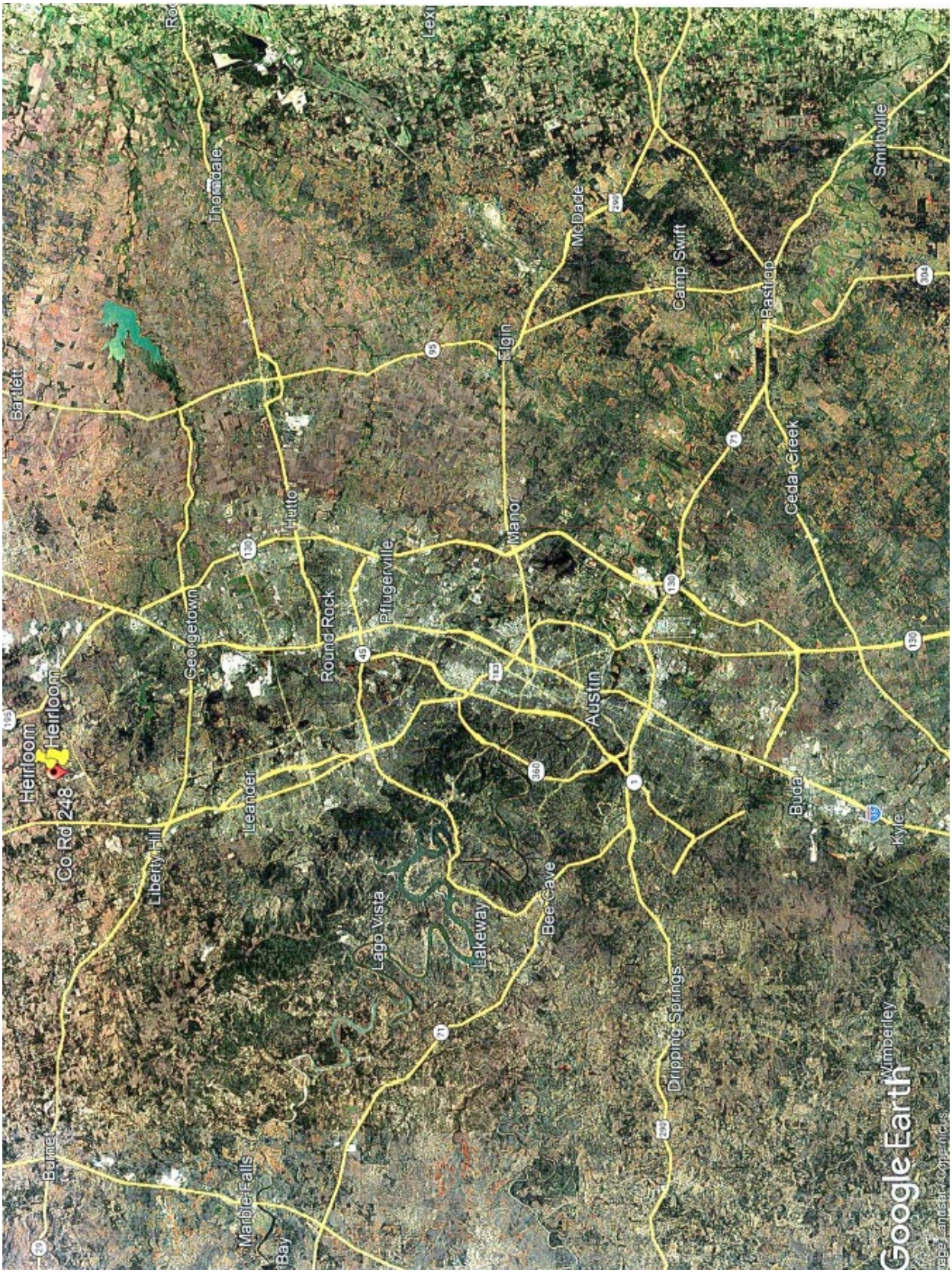
BOND COUNSEL
McCall, Parkhurst & Horton L.L.P.

For additional information regarding the City, please contact:

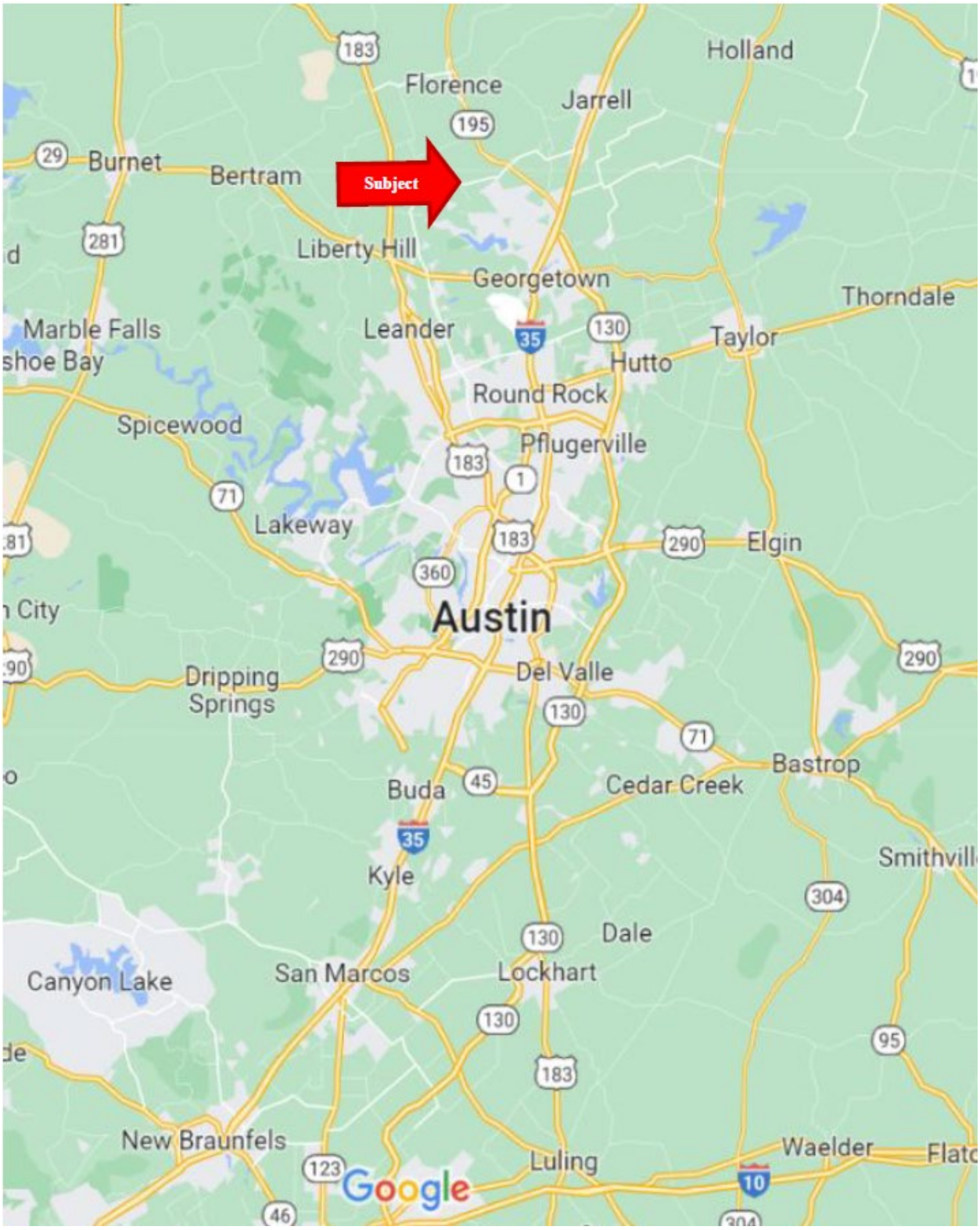
Ms. Leigh Wallace
Chief Financial Officer
City of Georgetown
808 Martin Luther King Jr. St.
Georgetown, TX 78626
Phone: (512) 930-3676
Leigh.Wallace@georgetown.org

Jennifer Ritter
Specialized Public Finance Inc.
248 Addie Roy Road
Suite B-103
Austin, Texas 78746
(512) 275-7304
jennifer@spfmuni.com

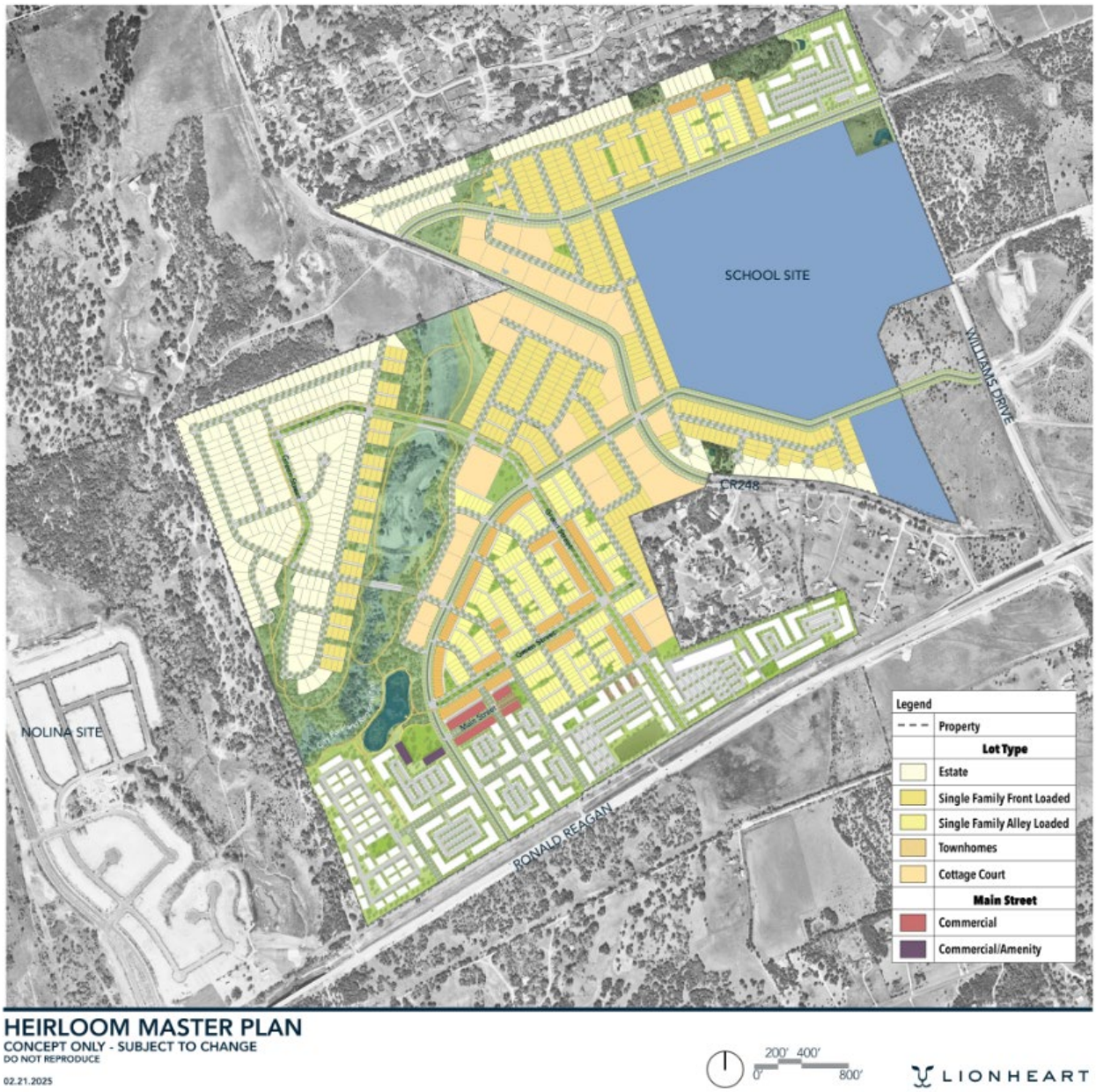
REGIONAL LOCATION MAP OF THE DISTRICT



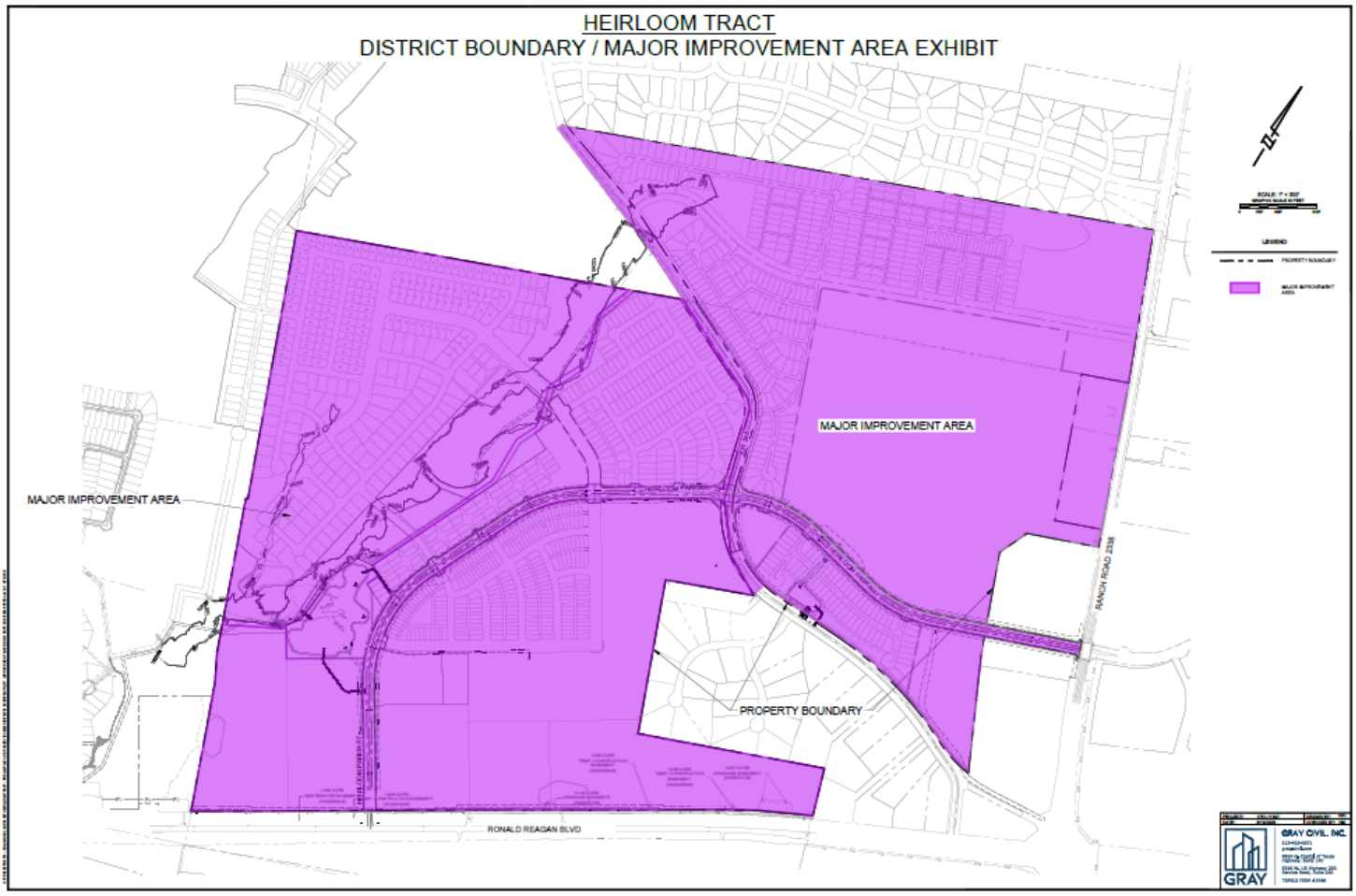
AREA LOCATION MAP OF THE DISTRICT



MAP SHOWING CONCEPT PLAN OF THE DISTRICT



MAP SHOWING DISTRICT BOUNDARY / MAJOR IMPROVEMENT AREA



FOR PURPOSES OF COMPLIANCE WITH RULE 15C2-12 OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION ("RULE 15C2-12"), AS AMENDED AND IN EFFECT ON THE DATE OF THIS PRELIMINARY LIMITED OFFERING MEMORANDUM, 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.

THE INITIAL PURCHASERS ARE 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, AS AMENDED (THE "SECURITIES ACT OF 1933") AND "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933. SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" HEREIN. EACH PROSPECTIVE 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 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."

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 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 DEVELOPERS, 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 DEVELOPERS SINCE THE DATE HEREOF.

NEITHER THE CITY, THE CITY'S FINANCIAL ADVISOR NOR THE UNDERWRITER 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 SECURITIES 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 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.

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, RULE 15C2-12.

TABLE OF CONTENTS

INTRODUCTION 2

PLAN OF FINANCE 3
- The District 3
- Development Plan and Plan of Finance 3
- The Bonds 5

DESCRIPTION OF THE BONDS 6
- General Description 6
- Redemption Provisions 6

BOOK-ENTRY ONLY SYSTEM 8

LIMITATIONS APPLICABLE TO INITIAL PURCHASERS 10

SECURITY FOR THE BONDS SIMILARLY SECURED 11
- General 11
- Pledged Revenues 12
- Collection and Deposit of Assessments 13
- Unconditional Levy of Assessments 13
- Perfected Security Interest 14
- Pledged Revenue Fund and Project Collection Fund 14
- Bond Fund 16
- Project Fund 16
- Reserve Fund 17
- Administrative Fund 19
- Defeasance 19
- Events of Default 20
- Remedies in Event of Default 20
- Restriction on Holder's Actions 21
- Application of Revenues and Other Moneys After Event of Default 22
- Investment or Deposit of Funds 22
- Against Encumbrances 23
- Additional Obligations or Other Liens; Refunding Bonds; Future Improvement Area Bonds 23

DEBT SERVICE REQUIREMENTS 26

SOURCES AND USES OF FUNDS 27

OVERLAPPING TAXES AND DEBT 28
- Overlapping Taxes and Debt 28
- Agricultural Valuation 29
- Homeowners' Association 30

ASSESSMENT PROCEDURES 30
- General 30
- Assessment Methodology 31
- Collection and Enforcement of Assessment Amounts 31
- Assessment Amounts 33
- Prepayment of Assessments 35
- Allocation of Annual Installments 36
- Priority of Lien 36
- Foreclosure Proceedings 37

THE CITY 37
- Background 37
- City Government 38
- Water and Wastewater 38

THE DISTRICT 38
- General 38
- Powers and Authority 38

THE MAJOR IMPROVEMENT AREA IMPROVEMENTS 39
- General 39
- Ownership and Maintenance of Improvements 41

THE DEVELOPMENT 41
- Overview 41
- Development Plan 41
- Renderings of the Planned Development in the District 43
- Future Improvement Area Bonds 44
- Development Agreement 44
- Financing Agreement 44
- Zoning 45
- Private Improvements 45
- Education 45
- Existing Mineral Rights, Easements and Other Third Party Property Rights 45
- Environmental 45
- Flood Designation 46
- Utilities 46

THE DEVELOPERS 46
- General 46
- History and Financing of the District 47

THE ADMINISTRATOR 48

APPRAISAL 49
- The Appraisal 49

BONDHOLDERS' RISKS 49
- General 49
- Deemed Representations and Acknowledgment by Investors 50
- Assessment Limitations 50
- Exceedance of Maximum Assessment Could Trigger Assessment Prepayment and Optional Redemption 52
- PACE Lien Priority 52
- Competition 52
- Recent Changes in State Law Regarding Public Improvement Districts; Failure of Developers to Deliver

Required Notice Pursuant to Texas Property Code May Affect Absorption Schedule and Provide for Prepayments Causing Partial Redemptions of Bonds 53
Failure or Inability to Complete Proposed Development..... 53
Completion of Homes..... 54
Absorption Rate..... 54
Risks Related to the Current Real Estate Market 54
Risks Related to Current Increase in Costs of Building Materials..... **Error! Bookmark not defined.**
Adverse Developments Affecting the Financial Services Industry 54
Risks Related to Increase in Costs of Building Materials and Labor Shortages 55
Loss of Tax Exemption ...**Error! Bookmark not defined.**
Bankruptcy 55
Direct and Overlapping Indebtedness, Assessments and Taxes 55
Depletion of Reserve Account of the Reserve Fund..... 55
Hazardous Substances 55
Exercise of Third Party Property Rights..... 56
Regulation 56
Bondholders' Remedies and Bankruptcy 56
No Acceleration..... 58
Bankruptcy Limitation to Bondholders' Rights 58
Tax-Exempt Status of the Bonds 58
Management and Ownership 59
General Risks of Real Estate Investment and Development..... 59
Dependence Upon Developers and Landowner..... 60
Potential Future Changes in State Law Regarding Public Improvement Districts 60
Use of Appraisal 61
Risk from Weather Events..... 61
100-Year Flood Plain 61
Availability of Utilities..... 61
Judicial Foreclosures 62
No Credit Rating 62
Limited Secondary Market for the Bonds..... 62

TAX MATTERS 62
Opinion..... 62
Federal Income Tax Accounting Treatment of Original Issue Discount 63
Collateral Federal Income Tax Consequences..... 64
State, Local and Foreign Taxes 65
Information Reporting and Backup Withholding..... 65
Future and Proposed Legislation 65

LEGAL MATTERS 65
Legal Proceedings 65
Legal Opinions 65
Litigation — The City 66
Litigation — The Developers 66

SUITABILITY FOR INVESTMENT 66

ENFORCEABILITY OF REMEDIES 67

NO RATING 67

CONTINUING DISCLOSURE..... 67
The City..... 67
The City's Compliance with Prior Undertakings 67
The Developers..... 67
The Developers' Compliance with Prior Undertakings 68

UNDERWRITING 68

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE..... 68

LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS..... 69

INVESTMENTS 69

INFORMATION RELATING TO THE TRUSTEE..... 72

SOURCES OF INFORMATION 73
General 73
Source of Certain Information..... 73
Experts..... 73
Updating of Limited Offering Memorandum 73

FORWARD-LOOKING STATEMENTS..... 74

AUTHORIZATION AND APPROVAL..... 74

APPENDIX A General Information Regarding the City and Surrounding Area
APPENDIX B Form of Indenture
APPENDIX C Form of Service and Assessment Plan
APPENDIX D Form of Opinion of Bond Counsel

APPENDIX E-1	Form of City Disclosure Agreement
APPENDIX E-2	Form of Heirloom East Developer Disclosure Agreement
APPENDIX E-3	Form of Heirloom TX Developer Disclosure Agreement
APPENDIX F	Appraisal
APPENDIX G	Form of Financing Agreement
APPENDIX H	Development Agreement

(THIS PAGE IS INTENTIONALLY LEFT BLANK.)

PRELIMINARY LIMITED OFFERING MEMORANDUM

$20,895,000*
CITY OF GEORGETOWN, TEXAS,
(a municipal corporation of the State of Texas located in Williamson County)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page, inside cover and appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Georgetown, Texas (the "City"), of its $20,895,000* aggregate principal amount of Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area 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, 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. AS AMENDED (THE "SECURITIES ACT OF 1933") AND "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933. 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, REDEMPTION PREMIUM, IF ANY, AND/OR INTEREST ON THE BONDS. THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. SEE "SUITABILITY FOR INVESTMENT" AND "BONDHOLDERS' RISKS."

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"), the ordinance authorizing the issuance of the Bonds expected to be enacted by the City Council of the City (the "City Council") on October 13 2026 (the "Bond Ordinance"), and an Indenture of Trust, dated as of November 1, 2026 (the "Indenture"), to be entered into by and between the City and UMB Bank, N.A., as Trustee (the "Trustee"). The Bonds will be secured by assessments (the "Major Improvement Area Assessments") levied against assessable property located within the Major Improvement Area (as defined herein) of the Heirloom Public Improvement District (the "District") pursuant to an ordinance expected to be enacted by the City Council on October 13, 2026 (the "Assessment Ordinance") and the provisions of the Service and Assessment Plan (defined herein). The City created the District pursuant to a resolution adopted by the City Council on August 26, 2025 (the "Creation Resolution").

Reference is made to the Indenture for a full statement of the authority for, and the terms and provisions of, the Bonds. All capitalized terms used in this Limited Offering Memorandum that are not otherwise defined herein shall have the meanings set forth in the Indenture. See "APPENDIX B — Form of Indenture."

Set forth herein are brief descriptions of the City, the District, the Assessment Ordinance, the Bond Ordinance, the Service and Assessment Plan, the Financing Agreement (as defined herein), the Development and Construction Agreement (Heirloom) between the City, Georgetown Independent School District, a political subdivision of the State of Texas ("Georgetown ISD"), Heirloom East Tx, LLC, a Delaware limited liability company (the "Heirloom East Developer"), and HEIRLOOMTX, LLC, a Delaware limited liability company (the "Heirloom Tx Developer" and, together with the Heirloom East Developer, the "Developers"), and consented to by Heirloom1 Communities TX, LLC, a Delaware limited liability company (the "Landowner") effective August 27, 2025, as amended by a First Amendment to Development and Construction Agreement (Heirloom) effective [September 8], 2026 (collectively, the "Development Agreement"), the Developers, the Landowner, the Appraisal (as defined herein) and P3Works, LLC (the "Administrator"), together with summaries of terms of the Bonds and the Indenture and

* *Preliminary; subject to change.*

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, Phone: (214) 302-2246. The Form of Indenture appears in APPENDIX B and the Form of Service and Assessment Plan appears in APPENDIX C. The information provided under this caption "INTRODUCTION" is intended to provide a brief 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 in this Limited Offering Memorandum.

PLAN OF FINANCE

The District

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 was created for the purpose of undertaking and financing the cost of certain public improvements within the District, including the Major Improvement Area Projects (as defined herein), authorized by the PID Act and approved by the City Council that confer a special benefit on the District.

The boundaries of the District are shown in the "MAP SHOWING DISTRICT BOUNDARY / MAJOR IMPROVEMENT AREA" on page vi. The District is located within the corporate limits of the City.

Development Plan and Plan of Finance

The District is composed of approximately 622.525 acres which are being developed as a mixed-use master planned development permitted to include up to 3,600 residential units (unless an area reserved for Georgetown ISD school purposes is not developed as such, in which case the maximum number of residential units can increase by not more than 375 additional residential units) as well as commercial space. It is currently anticipated that the Major Improvement Area will include 1,333 single-family residential lots, 100 townhome units, 116 courtyard units, 100 build-to-rent units, and 1,250 multifamily units, and approximately 255,000 square feet of commercial space on approximately 10 acres. The Developers will develop the District in distinct areas, which development will begin with development of the portion of the major infrastructure to serve the entire District. See "THE DEVELOPMENT — Development Plan." The areas shown as "Major Improvement Area" on the "MAP SHOWING BOUNDARY OF DISTRICT / MAJOR IMPROVEMENT AREA" on page vi are referred to herein as the "Major Improvement Area." Individual distinct areas which may be developed within the Major Improvement Area in the future are referred to herein as "Future Improvement Areas."

The District consists of three tracts. The first tract consists of 112.041 acres (the "Heirloom East Tract") that was purchased by the Heirloom East Developer from Beverly Williams and Patsy May Fisher on January 14, 2025, for a purchase price of $9,967,265. The purchase price for the Heirloom East Tract was paid using $5,627,265 of cash from the Heirloom East Developer and $4,340,000 from the proceeds of a Loan Agreement (the "Heirloom East Loan Agreement") between the Heirloom East Developer, Daniel A. Traylor, as guarantor, and Inwood National Bank, LLC ("Inwood"). The Heirloom East Loan Agreement is secured by a promissory note and a deed of trust in favor of Inwood and requires monthly interest payments with the principal due at maturity of January 9, 2029. The Heirloom East Developer has also assigned to Inwood as collateral its rights under (i) the Funding Agreement pursuant to a Collateral Assignment of Rights to Public Improvement District Reimbursables, and (ii) the Development Agreement pursuant to a Collateral Assignment of Development Rights and Benefits.

The second tract consists of approximately 361.943 acres purchased by the Heirloom Tx Developer (the "Heirloom Tx Tract") from GVM III, LLC on September 15, 2023, for a purchase price of $39,813,730. The purchase price for the Heirloom Tx Tract was paid using $21,813,730 of cash from the Heirloom Tx Developer and $18,000,000 from the proceeds of a Loan Agreement, as amended (the "Heirloom Tx Loan Agreement"), between the Heirloom Tx Developer, Daniel A. Traylor, as guarantor, and Inwood). The Heirloom Tx Loan Agreement is secured by a promissory note and a deed of trust in favor of Inwood and requires monthly interest payments with the principal due at maturity of January 15, 2027. The Heirloom Tx Developer anticipates refinancing the Heirloom Tx Loan

Agreement prior to maturity. The Heirloom Tx Developer has also assigned to Inwood as collateral its rights under (i) the Funding Agreement pursuant to a Collateral Assignment of Rights to Public Improvement District Reimbursables, and (ii) the Development Agreement pursuant to a Collateral Assignment of Development Rights and Benefits. The Heirloom Tx Developer sold approximately 44.067 acres consisting of 156 lots of the Heirloom Tx Tract (the "Heirloom1 Portion") to the Landowner pursuant to a Contract of Sale dated December 5, 2025, for a purchase price of $7,800,000 (the "Heirloom1 Contract of Sale"). The Landowner paid $7,000,000 of the purchase price upon closing of the sale and delivered a promissory note for the remaining purchase price. The Landowner will pay the remaining purchase price upon the receipt of a permit expected to be received in September 2026. The Landowner land is expected to be used to complete phase 4 of the Development. Pursuant to the Heirloom1 Contract of Sale, the Heirloom Tx Developer and the Landowner agreed that the final amount of Major Improvement Area Assessments on the Heirloom1 Portion will not exceed an equivalent tax rate of $.55 per $100 of assessed value; provided that such amount may be increased by the Heirloom Tx Developer with the Landowner's approval, which will not be unreasonably withheld. The Heirloom Tx Developer and the Landowner also agree in the Heirloom1 Contract of Sale that the effective tax rate for Major Improvement Area bonds related to the Heirloom1 portion will not exceed an equivalent tax rate of $.20 per $100 of assessed value.

The third tract is owned by Georgetown ISD consisting of approximately 148.541 acres that is expected to be utilized for the construction of a future high school and related athletic facilities. Assessments will not be levied on the Georgetown ISD owned tract. See "THE DEVELOPERS – History and Financing of the District."

On [_____], 2026, the Heirloom East Developer conveyed a 13.573 acre tract of land to Georgetown ISD pursuant to a special warranty deed, and Georgetown ISD conveyed to the Heirloom East Developer four tracts of land aggregating 40.160 acres pursuant to two special warranty deeds. As a result, the deed of trust in favor of Inwood was amended to reflect the updated property acreage.

The Developers expect to construct improvements consisting of (i) certain street improvements, water improvements, wastewater improvements and drainage improvements, and parkland improvements, each benefitting the entire District (the "Major Improvement Area Improvements"). The Developers expect to begin construction of the Major Improvement Area Improvements in November 2026 and complete construction in June 2027. All roads, utilities and drainage to serve the commercial lots will be installed with the residential lot development. A commercial development partner has not yet been selected and that site plan will be developed when such partner has been identified. See "THE DEVELOPMENT – Development Plan."

The total cost of the Major Improvement Area Improvements is expected to be approximately $15,849,004. As of August 1, 2026, the Developers have spent approximately $800,000 on soft costs relating to the Major Improvement Area Improvements.

The Heirloom Tx Developer has entered into an Agreement for Purchase and Sale of Real Property, effective January 6, 2026 (the "Tri Pointe Lot Sale Agreement"), with Tri Pointe Homes, Texas, Inc., a Texas corporation ("Tri Pointe"), for the sale of approximately 190 single-family residential paper lots to be situated in development phase 6 of the District. In the Tri Pointe Lot Sale Agreement, Tri Pointe consents to the District encumbering the lots up to an equivalent tax rate of $.95 per $100 of assessed value. The Landowner has entered into a Contract of Sale, effective November 21, 2025 (the "Rockwell Lot Sale Agreement"), with Rockwell TX, LLC, a Delaware limited liability company ("Rockwell"), for the sale of approximately 156 single-family residential lots to be situated in development phase 4 of the District. In the Rockwell Lot Sale Agreement, Rockwell consents to the District encumbering the lots up to an equivalent tax rate of $.95 per $100 of assessed value. See "THE DEVELOPMENT – Development Plan – *Lot Purchase Contracts*."

The City and the Developers will enter into, and Georgetown ISD will consent to, the PID Construction, Financing and Reimbursement Agreement Heirloom Public Improvement District, dated [September 22], 2026 (the "Financing Agreement") to finance a portion of the costs of the Major Improvement Area Improvements not paid with proceeds of the Bonds. See "THE DEVELOPMENT – Financing Agreement." The Bonds and the City's payment obligations under the Financing Agreement will be secured by the Major Improvement Area Assessments on property in the Major Improvement Area of the District only; however, the payment of debt service on the Bonds will be superior in right to payment of obligations under the Financing Agreement. See "SECURITY FOR THE BONDS SIMILARLY SECURED."

The City will pay a portion of the project costs for the Major Improvement Area Projects from proceeds of the Bonds. The Developers will submit payment requests for costs actually incurred in developing and constructing the Major Improvement Area Improvements and be paid in accordance with the Indenture and the Financing Agreement. See "THE MAJOR IMPROVEMENT AREA IMPROVEMENTS – General," "THE DEVELOPMENT – Development Plan," "SOURCES AND USES OF FUNDS," "SECURITY FOR THE BONDS SIMILARLY SECURED – Project Fund," "APPENDIX B – Form of Indenture" and "APPENDIX G – Form of Financing Agreement."

The City expects to issue one or more series of bonds (collectively, the "Future Improvement Area Bonds") to finance the cost of local improvements benefitting the Future Improvement Areas. Future Improvement Area Bonds to finance the cost of local improvements benefitting the Future Improvement Areas are anticipated to be issued in the future. The estimated costs of the local improvements benefitting the Future Improvement Areas of the District will be determined at the same time Future Improvement Areas are developed, and the Service and Assessment Plan will be updated to identify the improvements to be constructed within the Future Improvement Areas of the District and financed by each new series of Future Improvement Area Bonds. Such Future Improvement Area Bonds will be secured by separate assessments levied pursuant to the PID Act on assessable property within the applicable Future Improvement Area of the District, as applicable. The Developers anticipate that Future Improvement Area Bonds will be issued over a ten-year period. "THE DEVELOPMENT – Future Improvement Area Bonds."

The Bonds

Proceeds of the Bonds will be used primarily to provide funds for paying a portion of the Actual Costs of the Major Improvement Area Improvements, (ii) paying the Administrative Reserves (as defined herein) related to the Bonds, (iii) paying the Bond Issuance Costs (as defined herein) 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 (collectively, the "Major Improvement Area Projects"). "Administrative Reserves" means the estimated first year Annual Collection Costs. "Annual Collection Costs" means the actual or budgeted costs and expenses relating to collecting the Annual Installments (defined herein), 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 Major Improvement Area Assessments and Annual Installments; (4) preparing and maintaining records with respect to the Major Improvement Area Assessment Roll (defined herein) and Annual Service Plan Updates; (5) issuing, paying, and redeeming Bonds Similarly Secured; (6) investing or depositing Major Improvement Area 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. "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. See "THE MAJOR IMPROVEMENT AREA IMPROVEMENTS," "APPENDIX B – Form of Indenture" and "SOURCES AND USES OF FUNDS."

Payment of the Bonds is secured by a pledge of and a lien upon the Trust Estate, consisting primarily of the Pledged Revenues, which consist primarily of Major Improvement Area Assessments to be levied against the assessable parcels or lots within the Major Improvement Area of the District (the "Major Improvement Area Assessed Property") and imposed pursuant to the Assessment Ordinance and the provisions of the Service and Assessment Plan, all to the extent and upon the conditions described herein and in the Indenture. See "SECURITY FOR THE BONDS SIMILARLY SECURED," "ASSESSMENT PROCEDURES" and "APPENDIX B – Form of Indenture."

Only the Bonds are offered pursuant to this Limited Offering Memorandum. The 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. Any Future Improvement Area Bonds to be issued by the City are not offered pursuant to this Limited Offering Memorandum.

DESCRIPTION OF THE BONDS

General Description

The Bonds will mature on the dates and in the amounts set forth in the inside cover page of this Limited Offering Memorandum. Interest on the Bonds will accrue from their date of delivery to the Underwriter and will be computed on the basis of a 360-day year of twelve 30-day months. Interest on the Bonds will be payable on each March 15 and September 15, commencing [March 15, 2027] (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 multiples of $1,000 in excess thereof; provided, however, that if the total principal amount of any Outstanding Bond is less than $25,000, then the authorized denomination of such Bonds shall be the amount of such Outstanding Bond ("Authorized Denominations"). 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."

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 of par, plus the applicable premium, plus accrued and unpaid interest to the date of redemption (the "Redemption Price").

Extraordinary Optional Redemption. The City reserves the right and option to redeem Bonds Similarly Secured before their respective scheduled maturity dates, in whole or in part, on any date, at the Redemption Price, from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in the Indenture) 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. See "ASSESSMENT PROCEDURES — Prepayment of Assessments" for the definition and description of Prepayments and "APPENDIX B — Form of Indenture."

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

$_____ Term Bonds Maturing September 15, 20__

Redemption Date	Sinking Fund Installment
September 15, 20__	$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__†	

† Stated maturity.

$ Term Bonds Maturing September 15, 20

Redemption Date	Sinking Fund Installment
September 15, 20__	$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__†	

† Stated maturity.

$ Term Bonds Maturing September 15, 20

Redemption Date	Sinking Fund Installment
September 15, 20__	$
September 15, 20__	
September 15, 20__	
September 15, 20__†	

† Stated maturity.

At least thirty (30) days prior to each sinking fund redemption date, and subject to any prior reduction authorized by the Indenture described in the next two paragraphs, the Trustee will select for redemption 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, will call such Term Bonds for redemption on such scheduled mandatory 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 described above will 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 will 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.

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

Notice of Redemption. Upon written notification by the City to the Trustee of the exercise of any redemption, the Trustee will 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. Any notice given will 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 Similarly Secured or portions thereof called for redemption will become due and payable on the date fixed for redemption provided that funds for the payment of on the Redemption Price of such Bonds Similarly Secured to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds Similarly Secured or portions thereof will 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.

The City has the right to rescind any optional redemption or extraordinary optional redemption described above by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption will 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 will not constitute an Event of Default under the Indenture. The Trustee will 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 that 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 will be of no force and effect, the City will not redeem the Bonds and the Trustee will 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 a series of Bonds are to be redeemed pursuant to a mandatory sinking fund redemption, an optional redemption or an extraordinary optional redemption, 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 will 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 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 will 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 will 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 Indenture, will 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 United States Securities and Exchange Commission, 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"). DTC has a rating of "AA+" from S&P Global Ratings. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. 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 Direct and Indirect 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 Direct and Indirect 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 Direct and Indirect 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 detailed 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 Direct and Indirect 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/REGISTRAR, 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.

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 "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. 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 and 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 Major Improvement Area 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, to the extent permitted by law. 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 to the City 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 faith and credit of the City, the State or any political subdivision thereof; that no right will exist to have taxes levied by the State or any political subdivision thereof for the payment of principal 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.

8) 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.

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, INCLUDING THE BONDS, ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS

COMPRISING 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 SOURCES IDENTIFIED IN THE INDENTURE. 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 PLEDGED REVENUES, 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 PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE "APPENDIX B – FORM OF INDENTURE."

The principal of, premium, if any, and interest on the Bonds are secured by a pledge of and a lien upon the Trust Estate, consisting primarily of the pledged revenues (the "Pledged Revenues"), which consist primarily of Major Improvement Area Assessments expected to be levied against the Major Improvement Area 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 a Service and Assessment Plan (as may be amended and supplemented, the "Service and Assessment Plan"), which describes the special benefit received by the property within the District, including the Major Improvement Area of the District, provides the basis and justification for the determination of special benefit on such property, establishes the methodology for the levy of Major Improvement Area Assessments and provides for the allocation of Pledged Revenues for payment of principal of, premium, if any, and interest on the Bonds. The Service and Assessment Plan is reviewed and updated annually for the purpose of determining the annual budget for improvements and the Annual Installments (as defined below) of Major Improvement Area 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, including the Major Improvement Area. 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 law to finance the Major Improvement Area Projects by levying Major Improvement Area Assessments upon Major Improvement Area Assessed Property. For a description of the assessment methodology and the amounts of Major Improvement Area Assessments levied in the Major Improvement Area of the District, see "ASSESSMENT PROCEDURES" and "APPENDIX C — Form of Service and Assessment Plan."

Pursuant to the Indenture, Pledged Revenues are the sum of (i) Assessment Revenues (excluding the portion of the Major Improvement Area 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 Bonds or other Bonds Similarly Secured. "Assessment Revenue" means the revenues received by the City from the collection of Major Improvement Area Assessments, including Prepayments (defined herein), Annual Installments and Foreclosure Proceeds. "Annual Installments" means the annual installment payment of a Major Improvement Area Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) and the up to 0.50% additional interest rate (the "Additional Interest") collected on each annual payment of the Major Improvement Area Assessments as described in the Indenture and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update. "Delinquent Collection Costs" means, for a Major Improvement Area Assessed Property, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Major Improvement Area Assessments, delinquent Annual Installments, or any other delinquent amounts due under the Service and Assessment Plan, including costs and expenses to foreclose liens. "Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Major Improvement Area Assessments, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs. The City will covenant in the Indenture that it will take and pursue all actions permissible under Applicable Laws to cause the Major

Improvement Area Assessments to be collected and the liens thereof to be enforced continuously. See "SECURITY FOR THE BONDS SIMILARLY SECURED — Pledged Revenue Fund and Project Collection Fund," "APPENDIX B — Form of Indenture" and "APPENDIX C — Form of Service and Assessment Plan."

The PID Act provides that the Major Improvement Area 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 property assessed, superior to all other liens or claims, except liens and claims for State, county, school district, or municipality ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named and runs with the land. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Ordinance until the Major Improvement Area 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 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. See "BONDHOLDERS' RISKS – Assessment Limitations."

Collection and Deposit of Assessments

The Major Improvement Area Assessments shown on the Major Improvement Area Assessment Roll, together with the interest thereon, shall first be applied to the payment of the principal of and interest on the Bonds as and to the extent provided in the Service and Assessment Plan and the Indenture.

The Major Improvement Area Assessments assessed to pay debt service on the Bonds, together with interest thereon, are payable in Annual 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 and amounts due under the Financing Agreement. An Annual Installment of a Major Improvement Area Assessment has been made payable in the Assessment Ordinance in each fiscal year of the City preceding the date of final maturity of the Bonds which, if collected, will be sufficient to first pay debt service requirements attributable to Major Improvement Area Assessments in the Service and Assessment Plan, and second the amounts due pursuant to the Financing Agreement. Each Annual Installment is payable as provided in the Service and Assessment Plan and the Assessment Ordinance.

A record of the Major Improvement Area Assessments on each parcel, tract or lot which are to be collected in each year during the term of the Bonds is shown on the Major Improvement Area Assessment Roll. Sums received from the collection of the Major Improvement Area Assessments to pay the debt service requirements (including delinquent installments, Foreclosure Proceeds and penalties) and of the interest thereon shall be deposited into the Pledged Revenue Fund. Notwithstanding the foregoing, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Reserve Fund made to which the Foreclosure Proceeds relate, second, to the Delinquency & Prepayment Reserve Account to replenish the Delinquency & Prepayment Reserve Requirement, and third, to the Redemption Fund. The Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund. See "SECURITY FOR THE BONDS SIMILARLY SECURED — Pledged Revenue Fund and Project Collection Fund" and "APPENDIX B — Form of Indenture."

The portions of the Annual Installments of Major Improvement Area Assessments collected to pay Annual Collection Costs shall be deposited in the Administrative Fund and shall not constitute Pledged Revenues.

Unconditional Levy of Assessments

The City will impose Major Improvement Area Assessments on the Major Improvement Area Assessed Property to pay the principal of and interest on the Bonds Similarly Secured and amounts due pursuant to the Financing Agreement 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 Major Improvement Area Assessments shall be effective on the date of, and strictly in accordance with the terms of, the Assessment Ordinance. Each Major

Improvement Area 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 and/or the Financing Agreement, which installments shall include interest on the Major Improvement Area Assessments. Pursuant to the Assessment Ordinance, interest on the portion of the Major Improvement Area Assessments assessed to pay debt service on the Bonds Similarly Secured will be calculated at the rate of interest on the Bonds Similarly Secured plus 0.50%, calculated on the basis of a 360-day year of twelve 30-day months and interest on the portion of the Major Improvement Area Assessments assessed to secure the City's obligations under the Financing Agreement will be calculated at the rates set forth therein. Such rates may be adjusted as described in the Service and Assessment Plan. Each Annual Installment, including the interest on the unpaid amount of a Major Improvement Area Assessment, and shall be billed 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. The initial Annual Installments will be due when billed on or about November 1, 2028, and will be delinquent if not paid prior to February 1, 2029.

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 assessment to pay the Annual Collection Costs incurred by the City in the administration and operation of the District. The portion of each Annual Installment of a Major Improvement Area Assessment used to pay such Annual Collection Costs shall remain in effect from year to year until all Bonds Similarly Secured are finally paid or until the City adjusts the amount of the levy after an annual review in any year pursuant to Section 372.013 of the PID Act. The amount collected to pay the Annual Collection Costs shall be due in the manner set forth in the Assessment Ordinance on October 1 of each year and shall be delinquent if not paid by February 1 of the following year. Such assessments to pay expenses do not secure repayment of the Bonds Similarly Secured.

There will be no discount for the early payment of Major Improvement Area Assessments.

Major Improvement Area Assessments, together with interest, penalties, and expense of collection and reasonable attorneys' fees, as permitted by the Texas Tax Code, shall be 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 municipality ad valorem taxes and shall be a personal liability of and charge against the owner of the property regardless of whether the owners are named and runs with the land. The lien for Major Improvement Area Assessments and penalties and interest begins on the effective date of the Assessment Ordinance and continues until the Major Improvement Area Assessments are paid or until all Bonds Similarly Secured are finally paid.

Failure to pay an Annual Installment when due will not accelerate the payment of the remaining Annual Installments of the Major Improvement Area Assessments and such remaining Annual Installments (including interest) shall 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 and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of the Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, 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 from and after the Closing Date. 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 Texas Business and Commerce Code, Chapter 9, 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 Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur. See "APPENDIX B — Form of Indenture."

Pledged Revenue Fund and Project Collection Fund

The City will create under the Indenture a Pledged Revenue Fund to be held by the Trustee. On or before February 20, 2029, 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-Collectors of Williamson County, Texas. 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 Major Improvement Area Projects as provided in the Indenture, and (iv) fourth, to pay other costs permitted by the PID Act. Notwithstanding the foregoing, the Additional Interest of the Annual Installments will only be utilized for the purposes set forth in the Indenture, and, on each March 15, beginning March 15, 2029, and on any other day set forth in a City Certificate, the amount of Additional Interest of the Annual Installments confirmed by the City pursuant to a City Certificate, will be transferred from the Pledged Revenue Fund and deposited into the Delinquency & Prepayment Reserve Account and/or the Redemption Fund, as applicable. If there are insufficient funds to make the deposit in full set forth in (i) above for the debt service payment date immediately following the required transfer date or the deposit in full set forth in (ii) above after the City transfers the Pledged Revenues to the Trustee by the dates described herein, and after the Trustee deposits all such Pledged Revenues as described herein, 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.

While any of the Bonds Similarly Secured are Outstanding, Williamson County (the "County") acting by and through their Tax Assessor-Collectors 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 will accept such Assessment Revenues and deposit the same into the Project Collection Fund. The Trustee will, as directed by the City pursuant to a City Certificate deposit or cause to be deposited (i) all of that portion of the Assessment Revenues deposited into the Project Collection Fund that consists of the Annual Collection Costs and Delinquent Collection Costs to the Administrative Fund, and (ii) all of that portion of the Assessment Revenues deposited into the Project Collection Fund that consists of the Pledged Revenues into the Pledged Revenue Fund and shall further deposit or cause to be deposited such Pledged Revenues as described in the preceding paragraph. The City will provide such City Certificates on or before February 20, 2029 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 the preceding paragraph for the debt service payment date immediately following the required City Certificate delivery date or the deposit in full set forth in (ii) of the preceding paragraph after the City provides a City Certificate by the dates specified in this paragraph and after the Trustee deposits all Pledged Revenues received as provided in this paragraph and the preceding paragraph, 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 paragraph and the preceding paragraph as necessary to ensure the deposits set forth in (i) and (ii) of the preceding paragraph 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 will 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 will 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 will transfer such amount of Foreclosure Proceeds determined in writing by the City, first to the Reserve Fund to restore any transfers from the Reserve Fund made to

which the Foreclosure Proceeds relate, second, to the Delinquency & Prepayment Reserve Account to replenish the Delinquency & Prepayment Reserve Requirement, and third, 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 will, at the written request of the City, transfer any Pledged Revenues remaining in the Pledged Revenue Fund to the City, pursuant to a City Certificate, which monies may be used for any lawful purpose for which Major Improvement Area Assessments may be used under the PID Act.

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."

Bond Fund

On each Interest Payment Date, the Trustee will 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.

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

Moneys in the Capitalized Interest Account will be used for the payment of all interest due on the Bonds on [March 15, 2027], [September 15, 2027], [March 15, 2028] and [September 15, 2028]. Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates listed above will be transferred to the Major Improvement Area Account of the Project Fund, or if the Project Fund has been closed as provided in the Indenture, such amounts will be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account will be closed.

If, after the foregoing transfers and any transfer from the Reserve Fund as provided below, there are insufficient funds to make the payments provided above, the Trustee will 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

Money on deposit in the Project Fund shall be used for the purposes specified in the Indenture.

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 prepared by the City's financial advisor (the "Closing Memorandum") for the Bonds Similarly Secured 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 will be made by the Trustee pursuant to one or more City Certificates as provided in the Indenture.

Disbursements from the Major Improvement Area Improvement Account of the Project Fund to pay Actual Costs of the Major Improvement Area Improvements shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certification for Payment (as defined in the Indenture). Each such Certification for Payment shall include a list of the payees and the payments to be made to such payees as well as a statement that all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such written request and the Trustee may rely on such payment instructions though given by the City with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the payment instructions contained therein. The disbursement of funds from the Major Improvement Area Improvement Account shall be pursuant to and in accordance with the disbursement procedures described in the Financing Agreement or as provided in such written

direction. Such provisions and procedures related to such disbursement contained in the Financing Agreement and no other provisions of the Financing Agreement, are therein incorporated by reference and deemed set forth therein in full. See "APPENDIX B – Form of Indenture" and "APPENDIX G – Form of Financing Agreement."

Except as provided below, money on deposit in the Major Improvement Area Improvement Account shall be used solely to pay Actual Costs provided the Trustee shall have no responsibility for the application of any funds disbursed from the Major Improvement Area 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 Major Improvement Area Improvement Account of the Project Fund are not expected to be expended for purposes of the Major Improvement Area Improvement Account due to the abandonment, or constructive abandonment, of one or more of the Major Improvement Area Improvements such that, in the reasonable opinion of the City Representative, it is unlikely that the amounts in the Major Improvement Area Improvement Account of the Project Fund will ever be expended for the purposes of the Major Improvement Area Improvement Account, the City Representative shall file a City Certificate with the Trustee, and provide a copy of such City Certificate to the Developers prior to filing with the Trustee, which identifies the amounts then on deposit in the Major Improvement Area Improvement Account of the Project Fund that are not expected to be used for purposes of the Major Improvement Area Improvement Account. If such City Certificate is so filed, the amounts on deposit in the Major Improvement Area 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 Major Improvement Area Improvement Account of the Project Fund shall be closed.

Upon the filing of a City Certificate stating that all of the Major Improvement Area Improvements have been completed and that all Actual Costs have been paid, or that any Actual Costs of the Major Improvement Area Improvements are not required to be paid from the Major Improvement Area Improvement Account of the Project Fund pursuant to a Certification for Payment, the Trustee shall transfer the amount, if any, remaining within the Major Improvement Area 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 Major Improvement Area 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 Major Improvement Area Improvement Account in the Project Fund and used to pay Actual Costs of the Major Improvement Area Improvements or (ii) if no Major Improvement Area Improvements 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.

Reserve Fund

Pursuant to the Indenture, a Reserve Account will be created within the Reserve Fund for the benefit of the Bonds Similarly Secured and held by the Trustee and will be funded with proceeds of the Bonds in the amount of the initial Reserve Account Requirement. Pursuant to the Indenture, the "Reserve Account Requirement" for the Bonds shall be an amount equal to the least of: (i) Maximum Annual Debt Service on the Bonds Similarly Secured as of the date of issuance, (ii) 125% of average Annual Debt Service on the Bonds Similarly Secured as of the date of issuance of the applicable series of Bonds Similarly Secured, and (iii) 10% of the proceeds of the Bonds Similarly Secured; provided, however, that such amount shall be reduced as a result of (1) an optional redemption 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 issuance of the Bonds, the Reserve Account Requirement is $_____, which is an amount equal to the Maximum Annual Debt Service on

the Bonds* as of their date of issuance. See "SECURITY FOR THE BONDS SIMILARLY SECURED – Additional Obligations or Other Liens" herein.

As described above, the Trustee will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Delinquency & Prepayment Reserve Account on March 15 of each year, commencing March 15, 2029, 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 the Indenture, 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.

Whenever a transfer is made from an Account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

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 and/or any additional amounts necessary to permit the Bonds Similarly Secured to be redeemed in minimum principal amounts of $1,000, from the Delinquency & Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

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 the Indenture as Rebatable Arbitrage, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds Similarly Secured or (iii) to the Major Improvement Area Improvement Account of the Project Fund to pay Actual Costs of the Major Improvement Area Improvements if such application and the expenditure of funds is expected to occur within three years of the Closing Date.

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 &

* Preliminary, subject to change.

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.

At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and the Delinquency & Prepayment Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Bonds Similarly Secured.

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.

If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds Similarly Secured on the next date the Bonds Similarly Secured may be optionally redeemed by the City at a redemption price of par, together with the unpaid interest accrued on such Bonds Similarly Secured as of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds Similarly Secured on such date.

Administrative Fund

On or before February 20, 2029, and on or before each August 20 and February 20 of each year thereafter while the Bonds Similarly Secured are Outstanding, the City shall deposit or cause to be deposited to the Administrative Fund the portion of the Major Improvement Area 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, as applicable.

Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered under 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 IS NOT PART OF THE TRUST ESTATE AND IS NOT 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.

"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 provided further such 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. 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, 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. Because the Indenture does not contractually limit such investments, Owners may 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:

1. The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;
2. The failure of the City to enforce the collection of the Major Improvement Area Assessments including the prosecution of foreclosure proceedings;
3. Default in the performance or observance of any covenant, agreement or obligation of the City under the Indenture other than a default under (1) above or (4) 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 the Outstanding; and
4. 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

Subject to the provisions of the Indenture, upon the happening and continuance of any of the Events of Default described above, then and in every such case the Trustee may proceed, and upon the written request of the Holders of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding and so affected by such Event of Default, and its receipt of indemnity satisfactory to it, shall proceed, to protect and enforce the rights of the Holders under 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.

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 described herein. 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.

If an Event of Default occurred and is 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 under the Indenture, (iii) any taxes and assessments and other charges prior to the lien of the 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.

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 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 the Indenture, or of which it is deemed to have notice, (ii) such default has become an Event of Default and the Holders of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding and so affected by such Event of Default have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Holders have furnished to the Trustee indemnity as provided in the Indenture, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding and so affected by such Event of Default, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Holders of the Bonds Similarly Secured shall have any right in any manner whatsoever to affect, disturb, or prejudice 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 therein 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 certain provisions of the Indenture, 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 thereunder, 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), 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:

FIRST: To the payment to the Holders entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Holders entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Holders entitled thereto of the unpaid principal of Outstanding Bonds Similarly Secured, or Redemption Price of any Bonds Similarly Secured which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due and to the Holders entitled thereto, without any discrimination or preference.

Within thirty (30) days of receipt of such good and available funds, the Trustee may fix a record date and a payment date for any payment to be made to Holders of Bonds Similarly Secured.

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, 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 the Indenture, to prevent any default under the Indenture. To insure 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 pursuant to the Indenture.

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 in the 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.

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 or Refunding Bonds, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds Similarly Secured, secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under the Indenture or Refunding Bonds, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

Additional Obligations or Other Liens; Refunding Bonds; Future Improvement Area 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, 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 in the Indenture 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.

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 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.

Future Improvement Area Bonds may be issued to fund and/or to reimburse the Developers for funding the costs of internal Future Improvement Area Improvements within a Future Improvement Area. The Developers may request that the City issue Future Improvement Area Bonds; provided, however, that no Future Improvement Area

Bonds shall be issued unless such Future Improvement Area Bonds are made to mature on September 15 in each of the years in which they are scheduled to mature, and the applicable requirements described in this subsection are met:

(i) The Trustee shall receive a certificate from the City Representative certifying that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in the Indenture or any indenture of trust authorizing the issuance of Future Improvement Area Bonds for the District;

(ii) The Trustee and the City shall receive a certificate from the Developers, through an authorized representative, certifying that the Developers are not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Developers contained in the Development Agreement and Financing Agreement applicable to the District or any continuing disclosure agreement entered into by the Developers relating to the District, unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by the Developers which defaults shall be cured) are disclosed in a certificate from the Developers to the City and the City Council elects to proceed with the issuance of the Future Improvement Area Bonds regardless of the existence of such default or defaults;

(iii) The Trustee and the City shall receive a certificate from the Administrator certifying that there is no default by the Developers or any owner of more than five percent (5%) of the assessed parcels in the applicable Future Improvement Area for failure to pay special assessments or ad valorem taxes on assessed parcels in such Future Improvement Area owed by the Developers or such owner prior to the delinquency date thereof;

(iv) With respect to Future Improvement Area Bonds issued for the next subsequent Improvement Area following the issuance of the Bonds, the Trustee and the City shall receive a certificate from the Developer certifying that at least seventy-five percent (75%) of the assessed parcels in such Future Improvement Area, for which Future Improvement Area Bonds will be issued, are under contract with merchant builder(s) or real estate developer(s) for sale to end users;

(v) With respect to Future Improvement Area Bonds issued for the Improvement Areas thereafter:

(a) the Trustee and the City shall receive a certificate from the Developers certifying that (A) a certificate of occupancy for completed homes has been issued for at least forty percent (40%) of the lots or residential units, as applicable, in the preceding Improvement Areas, and (B) at least seventy-five percent (75%) of the residential lots to be assessed in such Future Improvement Area, for which Future Improvement Area Bonds will be issued, are under contract with merchant builder(s) or real estate developer(s) for sale to end users; and

(b) the Trustee and City shall receive an appraisal delivered by an independent appraiser evidencing that the Value to Lien Ratio of each individual assessed parcel in the Future Improvement Area for which Future Improvement Area Bonds will be issued is not less than 4:1; together with a certificate of a City Representative or the Administrator stating the 4:1 test is met, on which the Trustee may conclusively rely.

The requirements in subsection (iv) and (v) above will not apply to bonds issued for the Major Improvement Area Authorized Improvements or to Future Improvement Area Bonds issued for Future Improvement Areas consisting solely of non-residential development.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2027[1]	$	$	$
2028[1]			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
2055			
2056			
Total	**$**	**$**	**$**

[1] Moneys in the Capitalized Interest Account will be used for the payment of the interest due on the Bonds on March 15, 2027, September 15, 2027, March 15, 2028, and September 15, 2028.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SOURCES AND USES OF FUNDS

The following table summarizes the sources and uses of proceeds of the Bonds:

Sources of Funds:	
Principal Amount	$
Total Sources	$
Uses of Funds:	
Deposit to Major Improvement Area Improvements Account of the Project Fund	$
Deposit to Capitalized Interest Account of Bond Fund	
Deposit to Reserve Account of the Reserve Fund	
Deposit to the Administrative Fund	
Deposit to Costs of Issuance Account of the Project Fund	
Underwriter's Discount[1]	
Total Uses	$

[1] Includes Underwriter's Counsel's fee of $_____.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

OVERLAPPING TAXES AND DEBT

Overlapping Taxes and Debt

The land within the Major Improvement Area of the District 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 Major Improvement Area Assessments levied by the City.

In addition to the City, Williamson County, Williamson County Farm & Road District, Williamson County ESD #7, and Georgetown ISD, may each levy ad valorem taxes upon land in the Major Improvement Area of 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 or special assessments levied by such other taxing authorities. The District is located within the corporate limits of the City and within Williamson County, Texas.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The following tables reflect the estimated overlapping ad valorem tax rates and overlapping indebtedness payable from ad valorem taxes with respect to property within Major Improvement Area of the District, as well as City debt secured by the Major Improvement Area Assessments, after delivery of the Bonds.

OVERLAPPING TAX RATES

Taxing Entity	Williamson County Tax Year 2025 Ad Valorem Tax Rate[1]
City of Georgetown, Texas	$0.3530
Williamson County, Texas	0.3694
Williamson County Farm & Road District	0.0443
Williamson County ESD #7	0.1000
Georgetown ISD	1.0506
Total Existing Tax Rate	**$1.9173**
Estimated Average Annual Installment in the Major Improvement Area as an Equivalent Tax Rate [2]	$0.1710
Estimated Total Tax Rate and Average Annual Installment in the Major Improvement Area of the District as an Equivalent Tax Rate[2]	**$2.0883**

(1) As reported by the taxing entities. Per $100 in taxable assessed value.

(2) Based on estimated buildout value. See "APPENDIX C – Form of Service and Assessment Plan."

Source: Williamson Central Appraisal District and the City.

OVERLAPPING DEBT

Taxing or Assessing Entity	Gross Outstanding Debt as of /31/2026	Estimated Percentage Applicable[1]	Direct and Estimated Overlapping Debt[1]
The City (Assessments - The Bonds)	$20,895,000*	100.000%	$20,895,000*
The City (Ad Valorem Taxes)	557,745,000	0.325%	1,184,726
Williamson County, Texas	1,399,910,000	0.046%	644,482
Williamson County Farm & Road District	-	0.043%	-
Williamson County ESD #7	-	3.894%	-
Georgetown ISD	1,069,145,000	0.279%	2,988,090
TOTAL	$3,047,695,000		$25,712,298

* Preliminary; subject to change.

(1) Based on Tax Year 2026 Net Taxable Assessed Valuations and the Appraisal Assessed Value of $65,155,000.

Source: Municipal Advisory Council of Texas

Agricultural Valuation

If land is devoted principally to agricultural use, the landowner can apply for an agricultural valuation on the property and pay ad valorem taxes based on the land's agricultural value. Agricultural use includes production of crops or livestock. It also can include leaving the land idle for a government program or for normal crop or livestock rotation.

If land qualified for an agricultural valuation and the land use changes to a non-agricultural use, "rollback taxes" are assessed for each of the previous five years in which the land received the lower agricultural valuation. The rollback tax is the difference between taxes paid on land's agricultural value and the taxes that the landowner would have paid if the land had been taxed on a higher market value plus interest charged for each year from the date on which taxes would have been due. If the land use changes to a non-agricultural use on only a portion of a larger tract, the landowner can fence off the remaining land and maintain the agricultural valuation on the remaining land. In this scenario, the landowner would only be responsible for rollback taxes on that portion of the land where use changed and not the entire tract. The Major Improvement Area Improvements will result in rollback taxes being paid at the time of development.

Land in the District is designated for agricultural use. The Developers and the Landowner will waive their rights to redemption and waiver of agricultural valuation pursuant to an agricultural redemption agreement. The land will be removed by phases at the time development commences in each phase. The Heirloom East Tract is subject to a grazing lease entered into by the Heirloom East Developer on April 1, 2025, for a one year period that is subject to annual renewal until terminated by either party to the grazing lease. The lease was renewed on April 1, 2026. The Heirloom Tx Tract is subject to a grazing lease entered into by the Heirloom Tx Developer commencing April 1, 2024, for a one year period that is subject to annual renewal until terminated by either party to the grazing lease. The lease was renewed on April 1, 2026.

Homeowners' Association

In addition to the Major Improvement Area Assessments described above, the Developers anticipate that each lot owner in the Major Improvement Area of the District will pay a maintenance and operation fee and/or a property owner's association fee annually to a homeowner's association (the "HOA").

ASSESSMENT PROCEDURES

General

Capitalized terms used under this caption and not otherwise defined in this Limited Offering Memorandum shall have the meanings given to such terms in the Service and Assessment Plan. As required by the PID Act, when the City determined to defray a portion of the costs of the Major Improvement Area Projects through Major Improvement Area Assessments, it adopted a resolution generally describing the Major Improvement Area Projects and the land within Major Improvement Area of the District to be subject to Major Improvement Area Assessments to pay the cost therefor. The City has caused an assessment roll to be prepared (the "Major Improvement Area Assessment Roll"), which Major Improvement Area Assessment Roll shows the Major Improvement Area Assessed Property, the amount of the benefit to and the Major Improvement Area Assessment against each lot or parcel of land. The Major Improvement Area Assessment Roll was filed with the City Clerk and made available for public inspection. Statutory notice was 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 Major Improvement Area Projects and funding a portion of the same with Major Improvement Area Assessments. The City expects to levy the Major Improvement Area Assessments and adopt the Assessment Ordinance immediately prior to adopting the Bond Ordinance. After such adoption, the Major Improvement Area Assessments will become legal, valid and binding liens upon the Major Improvement Area Assessed Property.

Under the PID Act, the Actual Costs (as defined in the Service and Assessment Plan) of the Major Improvement Area Projects may be assessed by the City against the Major Improvement Area Assessed Property so long as the special benefit conferred upon the assessed property in the Major Improvement Area (the "Major Improvement Area Assessed Property") by the Major Improvement Area Projects equals or exceeds the Major Improvement Area Assessments. The costs of the Major Improvement Area Projects may be assessed using any methodology that results in the imposition of equal shares of cost on Major Improvement Area Assessed Property similarly benefited. The allocation of benefits and assessments to the benefitted land within the District, including land in the Major Improvement Area, 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 assessable property as a result of the Major Improvement Area Projects, provides the basis and justification for the determination that such special benefit exceeds the Major Improvement Area Assessments being levied, and establishes the methodology by which the City allocates the special benefit of the Major Improvement Area Projects 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 Major Improvement Area Projects are being funded with proceeds of the Bonds, which are payable from and secured by Pledged Revenues, including the Assessment Revenues. As set forth in the Service and Assessment Plan, the City Council has determined that the Actual Costs associated with the Major Improvement Area Projects will be allocated to the parcels against which the Major Improvement Area Assessments are levied (the "Assessed Parcels") by spreading the entire Assessment across all Assessed Parcels within Major Improvement Area of the District on the ratio of estimated build-out value of each Assessed Parcel to the estimated build-out value for all Assessed Parcels within Major Improvement Area of the District.

The following table provides the proposed allocation of the Major Improvement Area Assessments and the estimated value to lien ratio for the Major Improvement Area.

Estimated Major Improvement Area Value to Lien Ratio Based on Estimated Buildout Value[1]

Estimated Buildout Value[2][3]	Maximum Assessment[4]	Estimated Ratio of Estimated Buildout Value to Assessment
$1,136,825,000	$20,895,000	54.41:1

(l) Preliminary; subject to change.
(2) Based on estimates provided by the Developers.
(3) The Estimated Average Base Home Price is provided by the Developers. No assurances can be given that projected home prices and buildout values will be realized. Home prices in the Appraisal may differ.
(4) Preliminary Estimate - Based on the assumption of a maximum Tax Rate Equivalent of $0.1710 per lot. The Maximum Assessment and Estimated Buildout Value for future improvement areas within the Major Improvement Area will be finalized as they are developed.

Estimated Major Improvement Area Value to Lien Ratio Based on Appraised Value

Appraised Value[1]	Maximum Assessment	Estimated Ratio of Appraised Value to Assessment
$65,155,000	$20,895,000	3.12:1

(l) See "APPRAISAL" herein.

For further explanation of the Assessment methodology, see "APPENDIX C — Form of Service and Assessment Plan."

The City has determined that the foregoing method of allocation will result in the imposition of equal shares of the Major Improvement Area Assessments on parcels similarly situated within the Major Improvement Area of the District. The Major Improvement Area 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 Developers and all future owners and developers within the District. 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 Major Improvement Area 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 Major

Improvement Area 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 municipality ad valorem taxes. See "BONDHOLDERS' RISKS — Assessment Limitations" herein.

In the Indenture, the City will covenant to collect, or cause to be collected, Major Improvement Area 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 Major Improvement Area Assessment Roll and a calculation of the Annual Installment for each Assessed Parcel. Major Improvement Area Assessments for Annual Collection Costs shall be allocated among all Assessed Parcels in proportion to the amount of the Annual Installments for the Assessed Parcels.

In the Indenture, the City will covenant, agree and warrant that, for so long as any Bonds Similarly Secured are Outstanding, and amounts are due to the Developers to pay for funds they have contributed to pay Actual Costs of the Major Improvement Area Projects, that it will take and pursue all actions permissible under Applicable Laws to cause the Major Improvement Area 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 Major Improvement Area 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 Parcel.

The City will implement the basic timeline and procedures for Assessment collections and pursuit of delinquencies set forth in Exhibit C of the City's Continuing Disclosure Agreement set forth in APPENDIX E-1 and 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 Major Improvement Area 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 funds on deposit in the Administrative Fund.

If and to the extent that the Major Improvement Area Assessments have been prepaid in full, the lien on the real property associated with such Prepayment shall be released, and the rights of the Trustee and Holders under the Indenture with respect to such released real property shall terminate.

Annual Installments will be paid to the City or its agent. Annual Installments are due on October 1 of each year, and become delinquent on February 1 of the following year. In the event Major Improvement Area 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%

Date Payment Received	Cumulative Penalty	Cumulative Interest	Total
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 prevent 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 Major Improvement Area 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 amounts of the Major Improvement Area Assessments will be established by the methodology described in the Service and Assessment Plan. The Major Improvement Area Assessment Roll sets forth for each year the Annual Installment for each Major Improvement Area Assessed Property within Major Improvement Area consisting of the annual payment allocable to the Bonds, the Financing Agreement, and the Major Improvement Area Projects for each Major Improvement Area Assessed Property, which amount includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, if applicable. The Annual Installments for the Major Improvement Area Assessments may not exceed the amounts shown on the Major Improvement Area Assessment Roll. The Major Improvement Area Assessments will be levied against the parcels within Major Improvement Area comprising the Major Improvement Area Assessed Property as indicated on the Major Improvement Area Assessment Roll. See "APPENDIX C — Form of Service and Assessment Plan."

The Annual Installments shown on the Major Improvement Area Assessment Roll will be reduced to equal the actual costs of repaying the Bonds (which amount will include the Additional Interest component of the interest costs) and amounts due under the Financing Agreement, 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.

Method of Apportionment of Assessments. For purposes of the Service and Assessment Plan, the City Council has determined that the Assessments (as defined in the Service and Assessment Plan), including the Major Improvement Area Assessments, shall be initially allocated to the Parcels consisting of the Assessed Property (as defined in the Service and Assessment Plan), including the Major Improvement Area Assessed Property, based on the

ratio of estimated build-out value of each Parcel of Assessed Property in the Major Improvement Area to estimated build-out value of all Parcels of Assessed Property in the Major Improvement Area.

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

A = B x (C ÷ D)

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

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

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 x (C ÷ D)]/E

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

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

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

Prior to the recording of a subdivision plat, the Developers shall provide the City an Estimated Buildout Value as of the date of 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 an update to the Service and Assessment Plan approved by the City Council.

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.

For further information about apportionment of the Assessments, See "APPENDIX C — Form of Service and Assessment Plan."

Prepayment of Assessments

The Indenture and the Service and Assessment Plan provide for certain optional and mandatory prepayments as described below (each, a "Prepayment"). To the extent that any Major Improvement Area Assessment is prepaid, the lien on real property associated with such Major Improvement Area Assessment prepayment shall be released and any rights of the Trustee and the bond owners to request the City to proceed with foreclosure procedures for the purpose of protecting and enforcing the rights of the bond owners with respect to such property shall terminate.

Optional Prepayment. Pursuant to the PID Act and the Indenture, the owner of any property assessed may voluntarily prepay all or part of any Major Improvement Area 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 and/or payment of amounts due pursuant to the Financing Agreement. Amounts received at the time of a prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of a Major Improvement Area Assessment are not to be considered a prepayment, but rather are to be treated as payment of regularly scheduled Major Improvement Area Assessments.

Mandatory Prepayment of Assessments—Transfer to Exempt Entity. If Assessed Property is transferred to a person or entity that is exempt from payment of the Major Improvement Area Assessments under applicable law or any portion of Assessed Property becomes Non-Benefited Property, the owner transferring the Assessed Property or causing the portion to become Non-Benefited Property shall pay to the City or the Administrator on behalf of the City the full amount of the outstanding Major Improvement Area 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.

Mandatory Prepayment of Assessments—True-Up of Assessments if Maximum Assessment Exceeded at Plat. Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Major Improvement Area Assessment for any Lot Type to exceed the Maximum Assessment for such Lot Type. If the subdivision of any Assessed Property by a final subdivision plat causes the Major Improvement Area Assessment per Lot for any Lot Type to exceed the applicable 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.

Mandatory Prepayment of Assessments—Prepayment as a Result of an Eminent Domain Proceeding or Taking. 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 Major Improvement Area 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 Major Improvement Area 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 Major Improvement Area Assessment that remains due on the Remaining Property, subject to an adjustment in the Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Major Improvement Area Assessment that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Major Improvement Area Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Major Improvement Area Assessment and Annual Installments applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the assessment on the Remaining Property.

In all instances the Major Improvement Area Assessment remaining on the Remaining Property shall not exceed the applicable Maximum Assessment.

Notwithstanding the previous paragraphs in this section "Mandatory Prepayment of Assessments—Prepayment as a Result of an Eminent Domain Proceeding or Taking," if the owner 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 Major Improvement Area Assessment required to buy down the outstanding Major Improvement Area Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Major Improvement Area Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this section "Mandatory Prepayment of Assessments—Prepayment as a Result of an Eminent Domain Proceeding or Taking," the Major Improvement Area Assessments shall not, however, be reduced to an amount less than the outstanding Bonds.

Reduction of Assessments. If as a result of cost savings or a Major Improvement Area Improvement not being constructed, the Actual Costs of completed Major Improvement Area Improvements are less than the Major Improvement Area Assessments levied for the payment thereof, the Trustee shall apply amounts on deposit in the applicable account of the Project Fund (as defined in the Indenture) relating to the Bonds that are not expected to be used for purposes of the Project Fund, to redeem outstanding Bonds, in accordance with the Indenture. The Major Improvement Area Assessments shall not, however, be reduced to an amount less than the outstanding Bonds.

Allocation of Annual Installments

Any amounts collected from the Annual Installments shall be allocated, first, to the amount due for the Bonds, including any amounts collected and due for Additional Interest and Annual Collection Costs, and second, to amounts due to pay the City's obligation under the Financing Agreement. If an owner makes a partial payment of an Annual Installment, such amount shall be allocated entirely to the amount due for the Bonds, until the portion of the Annual Installment related to the Bonds has been satisfied, and only after satisfying the amounts due for the Bonds, will the partial payment be used to pay amounts due under the Financing Agreement. The amounts due under the Financing Agreement will remain subordinated to the Bonds.

Priority of Lien

The Major Improvement Area 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 Major Improvement Area 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 property assessed may pay the entire Major Improvement Area 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 Major Improvement Area 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 Major Improvement Area Assessment will be subject to the lien established for remaining unpaid installments of the Major Improvement Area 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 Major Improvement Area 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 Bonds or such payment may not be made in full. The City is not required under any circumstance to purchase the property or to pay the delinquent Major Improvement Area Assessment on the corresponding Assessed Parcel.

In the Indenture, the City will covenant to take and pursue all actions permissible under Applicable Laws to cause the Major Improvement Area 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 Major Improvement Area Assessments, provided that the City is not required to expend any funds for collection and enforcement of Major Improvement Area 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 City Disclosure Agreement" for a description of the expected timing of certain events with respect to collection of the delinquent Major Improvement Area 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 "SECURITY FOR THE BONDS SIMILARLY SECURED – Reserve Fund," "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 115,079.

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 not sufficient to serve all of the property in the District. The Developers have agreed in the Development Agreement to construct certain improvements including expansion improvements at the Ronald Reagan West Regional Lift Station (the "Nolina Lift Station") to expand to a total capacity of 3,500 gallons per minute, construction of the Heirloom Lift Station, and construction or improvement of gravity wastewater lines and a force main, and construction of certain water lines.

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 was created by the Creation Resolution for the purpose of undertaking and financing the cost of certain public improvements within the District, including the Major Improvement Area Projects, authorized by the PID Act and approved by the City Council that confer a special benefit on the District property being developed. The District is not a separate political subdivision of the State and is governed by the City Council. A map of the property within the District is included on page vi hereof.

Powers and Authority

Pursuant to the PID Act, the City may establish and create the District and undertake, or pay a developer for the costs of, improvement projects that confer a special benefit on property located within the District. The District is located within the corporate limits of the City. The PID Act provides that the City may levy and collect assessments on property in the District, or portions thereof, payable 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 pay a developer for the costs of, the financing, acquisition, construction or improvement of the Major Improvement Area Improvements. See "THE MAJOR IMPROVEMENT AREA 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 road, water, sanitary sewer, drainage, landscaping, hardscaping, and park improvements within the Major Improvement Area of the District and outside of the District comprising the Major Improvement Area Improvements and to finance a portion of 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 Pledged Revenues. See "ASSESSMENT PROCEDURES" herein and "APPENDIX C — Form of Service and Assessment Plan."

THE MAJOR IMPROVEMENT AREA IMPROVEMENTS

General

The Major Improvement Area Improvements will be dedicated to the City. The Developers are responsible for the completion of the construction, acquisition or purchase of the Major Improvement Area Improvements.

The City will pay a portion of the project costs for the Major Improvement Area Improvements from proceeds of the Bonds. The Developers will submit payment requests for costs actually incurred in developing and constructing the Major Improvement Area Improvements and be paid in accordance with the Indenture and the Financing Agreement. See "THE DEVELOPMENT – Development Plan."

Major Improvement Area Improvements. The Major Improvement Area Improvements, a portion of which are being financed with proceeds of the Bonds, include the portion of street and parkland, water, wastewater and drainage improvements benefitting the Major Improvement Area of the District.

Street and Parkland: Primary access to the District will be provided via Heirloom Parkway, which will continue on the west side of Williams Drive opposite of the existing section of Palmer Ranch Boulevard built with the Parmer Ranch Development. The Heirloom Parkway collector will then continue across the District, intersect with CR 248, and turn south before tying into the planned expanded section of Ronald Reagan Boulevard. The subsequent residential phases of the development will branch off Heirloom Parkway for access. The collector will utilize a 96' ROW with a 4-lane divided 50' pavement section and 10' sidewalks on either side.

Proposed streets have been designed to urban standards consisting of concrete curb and gutter and will be designed with a flexible pavement section consisting of prepared subgrade, crushed limestone base, and hot mix asphaltic concrete ("HMAC") pavement surface.

Ten-foot sidewalks with American Disability Act compliant ramps will be constructed along the collector on both sides of the street. Signage, valley gutters, excavation, embankment, clear and grub, and testing are also included in these improvements.

Water: As part of the subdivision improvements, a 12" waterline is proposed to be constructed down the Parmer Ranch Boulevard right of way ("ROW") and connected to the existing 30" waterline. The northern portion of the District will be served by a proposed 12" line to be connected to the existing 12" line. Water will be provided to the individual lots by proposed 8-inch and 12-inch water lines located within the public ROW.

Wastewater: The portion of the District that generally slopes from northeast to southwest will gravity flow via a proposed 12" trunk line into an existing manhole offsite to the southwest corner of the District and to the existing Nolina Lift Station. The Heirloom Lift Station will be constructed at the northeast corner for the remainder of the District and wastewater flows will be pumped back to an existing manhole connection to a 12" gravity wastewater line along RM 2338 via a force main. Wastewater improvements will include the construction of the 12" main trunk line through the District. Improvements include trench excavation and embedment, trench safety, piping, valves, hydrants, manholes, service connections, testing , related earthwork, erosion controls and all necessary appurtenances.

Drainage: Stormwater runoff generated within the development will be conveyed by a system of curb and gutters, inlets, storm drains, channels and ponds before being released into a tributary of either the North Fork San Gabriel River to the south or Berry Creek to the east, and onto neighboring properties. The water quality and detention requirements will be fulfilled by 10 on-site ponds. Detention will be provided to reduce developed flows to pre-developed conditions for the 2, 10, 25, and 100-yr storm events. Drainage improvements include trench excavation and embankment, trench safety, piping, manholes, junction boxes, inlets, headwalls, channels, ponds and associated outflow structures, testing, related earthwork, and erosion controls.

Parkland: The improvements to the parkland include the construction of a 10' wide paved hike and bike trail built to ADA standards along with associated benches and lighting. There will also be a network of bench cut, natural surface trails woven throughout the parkland/floodplain area.

Soft Costs: Costs related to designing, constructing, installing, and financing the Major Improvement Area Improvements, including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, district formation costs, and other District costs incurred and paid by the Developers.

The following table reflects the total expected costs of the Major Improvement Area Projects.

Expected Costs of Major Improvement Area Projects

	Total Costs[1]	Non-Assessed ISD Site[4]		Major Improvement Area	
Improvements		%	Cost	%	Cost
Major Improvement Area Improvements[2]					
Street	$5,740,904	9.00%	$516,681	91.00%	$5,224,222
Water	1,168,742	9.00%	105,187	91.00%	1,063,555
Wastewater	1,385,791	9.00%	124,721	91.00%	1,261,070
Drainage	2,060,233	9.00%	185,421	91.00%	1,874,812
Parkland	2,000,000	9.00%	180,000	91.00%	1,820,000
Soft Costs[3]	1,795,227	9.00%	134,570	91.00%	1,660,656
Contingency	1,698,108	9.00%	149,590	91.00%	1,548,518
Subtotal[6]	$15,849,004		$1,396,170		$14,452,834
Bond Issuance Costs[5]					
Debt Service Reserve Fund	$ 1,869,193		$ -		$1,869,193
Capitalized Interest	2,707,208		-		2,707,208
Underwriter's Discount[7]	626,850		-		626,850
Costs of Issuance	1,254,238		-		1,254,238
Subtotal[6]	$ 6,457,489		$ -		$6,457,489
Other Costs[5]					
Deposit to Administrative Fund	$40,000		$ -		$40,000
Subtotal	$40,000		-		$40,000
Total[6]	**$22,346,493**		**$1,396,170**[4]		**$20,950,323**

(1) Per the Engineer's Report dated August 2026.
(2) The Major Improvement Area Improvements are allocated between Non-Assessed ISD Site and the Major Improvement Area based on total LUEs.
(3) Soft costs include engineering, staking, surveying, and District Formation Costs.
(4) Not reimbursable to the Developer through the Major Improvement Area Assessments or issuance of the Bonds.
(5) Preliminary estimates only and subject to change upon issuance of Bonds.
(6) Totals may not add due to rounding
(7) Includes the fee of counsel to the Underwriter.

The cost of the Major Improvement Area Projects is expected to be approximately $20,950,323*. A portion of the costs of the Major Improvement Area Projects in the amount of $20,895,000* is expected to be funded with proceeds of the Bonds. See "SOURCES AND USES OF FUNDS." The balance of the costs of the Major Improvement Area Projects in the amount of $55,323* will be paid by the Developers, and a portion of such amount is expected to be reimbursed to the Developers under the terms of the Financing Agreement. As of August 1, 2026, the Developers have spent approximately $800,000 on soft costs relating to the Major Improvement Area Improvements, which costs were funded with Developers' cash.

* *Preliminary; subject to change.*

Ownership and Maintenance of Improvements

The Major Improvement Area Improvements will be dedicated to and accepted by the City, and will constitute a portion of the City's infrastructure improvements. The City will provide for the ongoing operation, maintenance and repair of the Major Improvement Area Improvements; provided, however, that the City will enter into a Maintenance Agreement with the Developer and the HOA for the maintenance of the ponds.

THE DEVELOPMENT

The following information has been provided by the Developers. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor and the Underwriter, and none of the City, the City's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information.

Overview

The land within the District will be developed as a development to be known as "Heirloom" (the "Development"). The District is composed of approximately 622.525 acres. The Developers expect to develop the District as a mixed-use master planned community permitted to include up to 3,600 residential units (unless an area reserved for Georgetown ISD school purposes is not developed as such, in which case the maximum number of residential units can increase by not more than 375 additional residential units) as well as commercial space. It is currently anticipated that the Major Improvement Area will include 1,333 single-family residential lots, 100 townhome units, 116 courtyard units, 100 build-to-rent units and 1,250 multifamily units at buildout, and approximately 255,000 square feet of commercial space on approximately 10 acres. The District will also include approximately 135.785 acres utilized by Georgetown ISD for school and related athletic facilities, and approximately 48 acres of parkland. The Developers will develop the District in distinct areas, which development will begin with construction of the infrastructure to serve the Major Improvement Area of the District. Such development will be followed by the infrastructure to serve the Future Improvement Areas.

A boundary map of the Development is included on page v, and a map showing the concept plan of the District is included on page v.

The original purchase of the property in the District by the Developers is described under the caption "THE DEVELOPERS – History and Financing of the District."

Development Plan

Public Improvements. The Developers expect to complete the Development in 13 phases consisting of seven Future Improvement Areas over a 10-year period, beginning with the Major Improvement Area. The Developers expect to begin construction of the Major Improvement Area Improvements in November 2026 and expects to complete construction in June 2027.

The construction start and expected completion dates for the additional Future Improvement Areas have yet to be determined by the Developers.

Single-Family Lot Development. The Development is planned to include the following seven residential product types: 25' single family lots, 30' single family lots, 45' single family lots, 60' single family lots, townhome lots, courtyard lots and build-to-rent lots. The following table shows the expected number and type of lots within the District.

The District is permitted to include up to 3,600 residential units (unless an area reserved for Georgetown ISD school purposes is not developed as such, in which case the maximum number of residential units can increase by not more than 375 additional residential units). It is currently anticipated that the Major Improvement Area will include 1,333 single-family residential lots, 100 townhome units, 116 courtyard units, 100 build-to-rent units, and 1,250 multifamily units. The Developers will develop the District in distinct areas.

Lot Purchase Contracts

The Heirloom Tx Developer has entered into an Agreement for Purchase and Sale of Real Property, effective January 6, 2026 (the "Tri Pointe Lot Sale Agreement"), with Tri Pointe Homes, Texas, Inc., a Texas corporation ("Tri Pointe"), for the sale of approximately 190 single-family residential paper lots to be situated in development phase 6 of the District. Tri Pointe paid an initial earnest money payment of $100,000. Pursuant to the Tri Pointe Lot Sale Agreement, the Heirloom Tx Developer is required to (i) complete construction of the water and wastewater infrastructure required for servicing the lots, and (ii) beginning construction of a collector road in accordance with the terms of the Development Agreement. The Heirloom Tx Developer is required to complete construction of the collector road within 18 months (subject to two potential 30-day extensions) after the closing under the Tri Pointe Lot Sale Agreement, which shall occur no later than December 1, 2026. In the event the Heirloom Tx Developer does not complete the collector road in such time, Tri Pointe will be granted step-in rights and assigned reimbursement rights under the District. The Heirloom Tx Developer anticipates completing the collector road in approximately nine months after the issuance of the Bonds. In the Tri Pointe Lot Sale Agreement, Tri Pointe consents to the District encumbering the lots up to an equivalent tax rate of $.95 per $100 of assessed value.

The Landowner has entered into a Contract of Sale, effective November 1, 2025 (the "Rockwell Lot Sale Agreement"), with Rockwell TX, LLC, a Delaware limited liability company ("Rockwell"), for the sale of approximately 156 single-family residential lots to be situated in development phase 4 of the District. Rockwell paid an initial earnest money payment of $10,000 upon the effectiveness of the Rockwell Lot Sale Agreement, and an additional earnest money payment of $15,000 following the inspection period. In the Rockwell Lot Sale Agreement, Rockwell consents to the District encumbering the lots up to an equivalent tax rate of $.95 per $100 of assessed value.

Multifamily Development. The Development is planned to include 1,250 multifamily units. The Developer has not entered into any letters of intent or contracts relating to the multifamily units in the District.

Commercial Development. The Development is planned to include 255,000 square feet of commercial development on approximately 10 acres of land in the development. The Developers have not entered into any contracts related to the commercial development in the District.

The Developers' current expectations regarding estimated buildout value in the District are as follows:

Expected Buildout Value in the District

Lot Size	Units/Square Feet	Estimated Buildout Value Per Unit	Total Estimated Buildout Value
60' East	27	$490,000	$13,230,000
60' West	300	550,000	165,000,000
45' East	231	445,000	102,795,000
45' West	305	480,000	146,400,000
35' East	50	415,000	20,750,000
35' West	270	435,000	117,450,000
25'	150	385,000	57,750,000
Townhome	100	385,000	38,500,000
Courtyard East	61	425,000	25,925,000
Courtyard East	55	450,000	24,750,000
Build-to-Rent	100	415,000	41,500,000
Multifamily East	275	250,000	68,750,000
Multifamily West	975	275,000	268,125,000
Commercial	255,000	180	45,900,000
Total			**$1,136,825,000**

Source: Service and Assessment Plan.

Renderings of the Planned Development in the District

Future Improvement Area Bonds

Future Improvement Area Bonds to finance the cost of local improvements benefitting the Future Improvement Areas are anticipated to be issued in the future. The estimated costs of the local improvements benefitting the Future Improvement Areas of the District will be determined at the same time Future Improvement Areas are developed, and the Service and Assessment Plan will be updated to identify the improvements to be constructed within the Future Improvement Areas of the District and financed by each new series of Future Improvement Area Bonds. Such Future Improvement Area Bonds will be secured by separate assessments levied pursuant to the PID Act on assessable property within the applicable Future Improvement Area of the District. The Developers anticipate that Future Improvement Area Bonds will be issued over a ten-year period.

The Bonds and any Future Improvement Area Bonds issued by the City are separate and distinct issues of securities. The City reserves the right to issue Future Improvement Area Bonds for any purpose permitted by the PID Act, including those described above.

Development Agreement

The Development Agreement sets forth certain agreements between the City, Georgetown ISD and the Heirloom East Developer and the Heirloom Tx Developer relating to the development of all property within the District and the Development, including the respective contributions to the Development, and the issuance of public improvement district bonds for development in the District. See "APPENDIX H – Development Agreement."

The Heirloom East Developer and the Heirloom Tx Developer have agreed in the Development Agreement to construct certain improvements including expansion improvements at the Nolina Lift Station to expand to a total capacity of 3,500 gallons per minute, construction of the Heirloom Lift Station, and construction or improvement of gravity wastewater lines and a force main, and construction of certain water lines. Additionally, the Heirloom East Developer and the Heirloom Tx Developer have agreed to provide 48 acres of public parks and open space and to construct two trails.

The Development Agreement also limits the number of retail water connections for multifamily units in the District that will be permitted prior to September 30, 2028 to 350. The Developers anticipate a total of 1,250 multifamily units will be included in the Major Improvement Area of the District upon completion of the Development.

Upon annexation of the District, the City was required to pay the Williamson County Emergency Services District No. 7 ("ESD No. 7") an amount equal to the annexed territory's pro-rata share of the ESD No. 7's bonded indebtedness, which was an amount equal to $58,773.99. The Heirloom East Developer and the Heirloom Tx Developer agree in the Development Agreement to reimburse the City for such payment of the pro-rata share of ESD No. 7's bonded indebtedness. Such amounts have not yet been invoiced by the City and paid by the Developers.

The Heirloom East Developer and the Heirloom Tx Developer also agreed to pay the fees incurred by the City in connection with the City's consent to the formation of the District and negotiation and preparation of the Development Agreement and any related documents, as well as any additional fees, costs or expenses incurred by the City in the administration or amendment of the Development Agreement during the term of the Development Agreement.

Financing Agreement

The City and the Developers will enter, and Georgetown ISD will consent, into the Financing Agreement, which provides, in part, for the issuance and sale of PID Bonds (as defined in the Service and Assessment Plan), including the Bonds, for the deposit of the Major Improvement Area Assessments and the proceeds from the issuance and sale of the Bonds, and the reimbursement of the Developer from the proceeds thereof for funds advanced by the Developer to pay the Actual Costs of the Major Improvement Area Improvements within the District, and other matters related thereto. The Financing Agreement also provides that (i) the maximum amount the Developers are permitted to be reimbursed from all PID Bonds issued relating to the District is $120,000,000, and (ii) that the minimum appraised value to lien ratio is required to be 2:1 for the Bonds since the Developers have agreed to complete certain road segments as set forth in the Development Agreement, and is required to be 4:1 for all subsequent issuances of PID

Bonds. Additionally, the Developers have agreed to construct certain improvements in the District at no cost to the City pursuant to the Financing Agreement. See "APPENDIX G – Form of Financing Agreement."

Zoning

Pursuant to the Development Agreement, the development of the property within the District will be governed by the Development Standards, as defined in the Development Agreement. The property in the District and the Development is zoned as a planned unit development with base zoning districts for RS-single family residential and C-3 commercial and shall be subject to the provisions of the City's Code of Ordinances, approved plats, other ordinances enacted by the City Council, building codes, other construction and design standards, and other policies duly adopted by the City, as amended from time to time.

Private Improvements

The Developers have agreed to construct or fund certain private improvements that will serve the Major Improvement Area of the District, including parkland improvements.

Education

The Development is served by Georgetown ISD.

Georgetown ISD operates three campuses that are initially expected to serve the District. San Gabriel Elementary School, which is approximately 6.6 miles from the District, Douglas Benold Middle School, which is approximately 0.5 miles from the District, and Georgetown High School, which is approximately 12.1 miles from the District.

GreatSchools.org rated Douglas Benold Middle School 8/10 (above average) and Georgetown High School 7/10 (above average). GreatSchools.org has not rated San Gabriel Elementary School. According to the Texas Education Agency ("TEA") 2025-2026 accountability reports, Georgetown ISD, Douglas Benold Middle School and Georgetown High School received an accountability rating of "B," and San Gabriel Elementary School received an accountability rating of "A."

Georgetown ISD owns approximately 135.785 acres in the District that is expected to be utilized for the construction of a future high school and related athletic facilities. Georgetown ISD also owns a site that is closer to the District than San Gabriel Elementary School which is expected to be used to construct an elementary school that will serve the District in the future.

Existing Mineral Rights, Easements and Other Third Party Property Rights

There may be 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. However, the Developers are not aware of any ongoing or expected mineral rights development or exploration in or adjacent to the District.

Although the Developers do 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 the District, or the ability of Developers within the District to pay assessments, including Major Improvement Area Assessments, the Developers make no guarantee as to such expectation. See "BONDHOLDERS' RISKS — Exercise of Third Party Property Rights."

Environmental

Phase One. A Phase One Environmental Site Assessment (the "Heirloom Tx Tract ESA") was prepared on March 8, 2023, by Terracon Consultants, Inc. for the Heirloom Tx Tract. The Heirloom Tx Tract ESA did not find any recognized environmental conditions and did not recommend any further investigation. A Phase One Environmental Site Assessment (the "Heirloom East Tract ESA") was prepared on September 13, 2024, by Gray

Engineering, Inc. for the Heirloom East Tract. The Heirloom East Tract ESA did not find any recognized environmental conditions and did not recommend any further investigation.

The District lies entirely within the Edwards Aquifer Contributing Zone. A Contributing Zone Plan will be submitted to the Texas Commission on Environmental Quality ("TCEQ") for all engineering and construction plans which will comply with all applicable TCEQ requirements that may apply in the Contributing Zone.

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.

Flood Designation

According to the Federal Emergency Management Agency ("FEMA") Flood Insurance Rate Map ("FIRM") No. 48491C0275E effective September 26, 2008, an approximately 1.0-acre portion of the property in the District lies within Zone A, which is within the 100-year flood plain. Land located within the post-developed 100-year flood plain will be dedicated as parkland.

Utilities

The City will provide both water and wastewater service to the Development.

The Developers expect additional utilities to be provided by: (1) Telephone – Vero Fiber and AT&T; (2) Cable/Data – Vero Fiber; (3) Gas – Atmos Energy; and (4) Electricity - Pedernales Electric Cooperative.

THE DEVELOPERS

The following information has been provided by the Developers. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor and the Underwriter, and none of the City, the City's Financial Advisor or 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 telephone 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 Developers

The Developers are each Delaware limited liability companies owned by various individuals and trusts. Daniel Traylor is the Manager of the Heirloom East Developer, the president of the managing limited liability company of the Heirloom TX Developer, and the president of the managing limited liability company of the Landowner.

Executive Biography

Daniel Traylor is the Managing Principal of Traylor Capital. Mr. Traylor has deep roots in engineering, spending the early stages of his career in the building and heavy civil construction industries. He founded Columnar Investments ("Columnar") in 2009 under its parent Traylor Capital and has since expanded the family real estate interests to include commercial real estate investment/development and production homebuilding respectively through the Columnar Commercial and RockWell platform companies. Mr. Traylor leads Traylor Capital as Managing Principal and holds a B.S. from Stanford University and an M.B.A. from H.E.C. Paris, Grande Ecole.

Sean Froelich is the Managing Director of Columnar. As the Managing Director of Columnar Land, Mr. Froelich is responsible for the overall operations of Land Investment and Lot Development Fund platforms. He has been with Columnar since its founding and oversees the company's acquisition and development strategy as well as division expansion into new markets. Prior to joining Columnar, Mr. Froelich was the president of Park Square Land, one of the largest privately held residential developers in Florida at the time. Over his career, he has been involved with over 70 discrete residential real estate development projects encompassing over 30,000 lots. Mr. Froelich earned a degree in Civil Engineering from the University of Florida.

John Landwehr is the Executive Director (Texas and Colorado) of Columnar. As Executive Director, Mr. Landwehr leads operations and acquisitions for Columnar Land in Texas and Colorado. After working as a commercial airline pilot, in 2006 he joined a real estate investment group focused on large-scale land acquisition and entitlement projects in the Southwestern United States. Mr. Landwehr has acquired and entitled more than 15,000 acres of land, creating 30,000-plus lots. He joined a fast-growing production homebuilder in 2017, leading land acquisition and development for the Texas and Colorado divisions. Mr. Landwehr's network and experience span Austin, Houston, and Denver with expertise in land, water, and homebuilding. He earned his B.S. from the University of Colorado.

Logan Kimble is the Vice President Operations (Texas) of Columnar. Mr. Kimble started his real estate career in commercial lending and expanded into all aspects of residential real estate from design and entitlements to acquisitions and development. He brings that experience to lead land development operations for Columnar Land in Texas. Prior to joining Columnar, Mr. Kimble held similar roles at Brookfield Residential, Greystar, and other builders and developers, designing and constructing over 15,000 lots on over 4,000 acres. His experience includes large scale master planned communities as well as multifamily developments, including student housing, active adult, and traditional apartment homes. Mr. Kimble garnered detailed experience with major infrastructure improvements, public-private partnerships, and the intricacies of land use politics. He earned his B.A. and M.B.A. from Texas A&M.

History and Financing of the District

The District consists of three tracts. The first tract, the Heirloom East Tract, is owned by the Heirloom East Developer, which purchased the Heirloom East Tract from Beverly Williams and Patsy May Fisher on January 14, 2025, for a purchase price of $9,967,265. The purchase price for the Heirloom East Tract was paid using $5,627,265 of cash from the Heirloom East Developer and $4,340,000 from the proceeds of the Heirloom East Loan Agreement. The Heirloom East Loan Agreement is secured by a promissory note and a deed of trust in favor of Inwood and requires monthly interest payments with the principal due at maturity of January 9, 2029. The Heirloom East Developer has also assigned to Inwood as collateral its rights under (i) the Funding Agreement pursuant to a Collateral Assignment of Rights to Public Improvement District Reimbursables, and (ii) the Development Agreement pursuant to a Collateral Assignment of Development Rights and Benefits.

The second tract, the Heirloom Tx Tract, was purchased by the Heirloom Tx Developer from GVM III, LLC on September 15, 2023, for a purchase price of $39,813,730. The purchase price for the Heirloom Tx Tract was paid using $21,813,730 of cash from the Heirloom Tx Developer and $18,000,000 from the proceeds of the Heirloom Tx Loan Agreement. The Heirloom Tx Loan Agreement is secured by a promissory note and a deed of trust in favor of Inwood and requires monthly interest payments with the principal due at maturity of January 15, 2027. The Heirloom Tx Developer anticipates refinancing the Heirloom Tx Loan Agreement prior to maturity. The Heirloom Tx Developer has also assigned to Inwood as collateral its rights under (i) the Funding Agreement pursuant to a Collateral Assignment of Rights to Public Improvement District Reimbursables, and (ii) the Development Agreement pursuant to a Collateral Assignment of Development Rights and Benefits. The Heirloom Tx Developer sold approximately

44.067 acres consisting of 156 lots of the Heirloom Tx Tract (the "Heirloom1 Portion") to the Landowner pursuant to the Heirloom1 Contract of Sale for a purchase price of $7,800,000. The Landowner paid $7,000,000 of the purchase price upon closing of the sale and delivered a promissory note for the remaining purchase price. The Landowner will pay the remaining purchase price upon the receipt of a permit expected to be received in September 2026. The Landowner land is expected to be used to complete phase 4 of the Development. Pursuant to the Heirloom1 Contract of Sale, the Heirloom Tx Developer and the Landowner agreed that final amount of Major Improvement Area Assessments on the Heirloom1 Portion will not exceed an effective tax rate of $.55 per $100 of assessed value; provided that such amount may be increased by the Heirloom Tx Developer with the Landowner's approval, which will not be unreasonably withheld. The Heirloom Tx Developer and the Landowner also agree in the Heirloom1 Contract of Sale that the effective tax rate for Major Improvement Area bonds related to the Heirloom1 portion will not exceed an effective tax rate of $.20 per $100 of assessed value.

Georgetown ISD owns the third tract consisting of approximately 148.541 acres that is expected to be utilized for the construction of a future high school and related athletic facilities. Major Improvement Area Assessments will not be levied on the Georgetown ISD owned tract.

On [_____], 2026, the Heirloom East Developer conveyed a 13.573 acre tract of land to Georgetown ISD pursuant to a special warranty deed, and Georgetown ISD conveyed the Heirloom East Developer four tracts of land aggregating 40.160 acres pursuant to two special warranty deeds. As a result, the deed of trust in favor of Inwood was amended to reflect the updated property acreage.

The PID Act provides that the Assessment Lien is a first and prior lien against an Assessed Parcel and is superior to all other liens and claims for State, county, school district, or municipality ad valorem taxes. Additionally, at or prior to delivery of the Bonds, Inwood will consent to and acknowledge the creation of the District, the levy of the Major Improvement Area Assessments and the subordination of the liens securing the Heirloom East Loan Agreement and the Heirloom Tx Loan Agreement to the assessment liens on property within the District securing payment of the Major Improvement Area Assessments. As a result, the lien on the property within the District securing the Major Improvement Area Assessments will have priority over the liens on the property within the District securing the Heirloom East Loan Agreement and the Heirloom Tx Loan Agreement.

THE ADMINISTRATOR

The following information has been provided by the Administrator. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor and the Underwriter, and none of the City, the City's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information.

The City has selected P3Works, LLC ("P3Works") as the Administrator for the District. 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. P3Works will primarily be responsible for preparing the annual update to the Service and Assessment Plan. P3Works is a consulting firm focused on providing district services relating to the formation and administration of public improvement districts, and is based in Austin 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 City billing and collection;
- Establishing and maintaining a database of all City parcel IDs 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 Developers draw requests for reimbursement of authorized improvement costs.

The information regarding the Service and Assessment Plan in this Limited Offering Memorandum has been provided by P3Works and has been included in reliance upon the authority of such firm as an expert in the field formation and administration of public improvement districts.

APPRAISAL

The Appraisal

General. Barletta & Associates, Inc. (the "Appraiser") prepared an appraisal report (the "Appraisal") for the City and the Underwriter effective as of August 27, 2026 (the "Appraisal Date"), based upon a physical inspection of the District conducted on April 27, 2026. The Appraisal was prepared at the request of the City and the Underwriter. The description herein of the Appraisal is intended to be a brief summary only of the Appraisal as it relates to the Heirloom East Tract and the Heirloom Tx Tract of the Major Improvement Area of the District consisting of a total of approximately 493.614 acres. The Appraisal is attached hereto as APPENDIX F 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 F — Appraisal."

Value Estimates. The Appraiser estimated the prospective market value of the "as is" fee simple interest in various tracts of land comprising the land in the Major Improvement Area of the District under the extraordinary assumptions stated in the Appraisal. See "THE MAJOR IMPROVEMENT AREA IMPROVEMENTS." The Appraisal does not reflect the value of the Major Improvement Area of the District as if sold to a single purchaser in a single transaction. See "THE MAJOR IMPROVEMENT AREA IMPROVEMENTS," "THE DEVELOPMENT — Development Plan" and "APPENDIX F — Appraisal."

The "as is" value estimate for the assessable property within the Major Improvement Area of the District using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal, as of April 27, 2026, is $65,155,000.

None of the City, the Developers, or the Underwriter makes any representation as to the accuracy, completeness assumptions or information contained in the Appraisal. The assumptions and 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 Developers and the Underwriter make no representation as to the reasonableness of such assumptions.

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.

General

THE BONDS SIMILARLY SECURED ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING 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 SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS 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 PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE

INDENTURE. NO OWNER 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 PLEDGED REVENUES, AND OTHER FUNDS COMPRISING THE TRUST ESTATE.

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 the Major Improvement Area of the District to pay Major Improvement Area Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within the Major Improvement Area of the District, (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 lots within the Major Improvement Area of the District, it being understood that poor economic conditions within the City, State and region may slow the assumed pace of sales of such lots.

The rate of development of the property in the Major Improvement Area of the District is directly related to the vitality of the residential housing industry. In the event that the sale of the lands within the Major Improvement Area of the District should proceed more slowly than expected and the Developers and the Landowner are unable to pay the Major Improvement Area 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 the Major Improvement Area of the District. 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.

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.

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.

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.

Assessment Limitations

Annual Installments of Major Improvement Area Assessments are billed to property owners in the Major Improvement Area of the District. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as for ad valorem taxes as described 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, payment obligations under the Financing Agreement, interest 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 Major Improvement Area 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 the Major Improvement Area of the District, 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" herein.

Upon an ad valorem tax lien foreclosure event of a property within the Major Improvement Area of the District, any lien securing a Major Improvement Area Assessment that is 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 Major Improvement Area Assessments, the liens securing such delinquent ad valorem taxes and delinquent Major Improvement Area Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Major Improvement Area Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, §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 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 §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 Pre-existing Homestead Rights are claimed for as long as such rights are maintained on the property. It is unclear under Texas 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 Texas 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 Developers and the Landowner are not eligible to claim homestead rights and the Developers and the Landowner have represented that they will own all property within the Major Improvement Area of the District as of the date of the Assessment Ordinance. Consequently, there are and can be no homestead rights on the Assessed Parcels 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 inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Major Improvement Area 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 MAJOR IMPROVEMENT AREA ASSESSMENTS WILL 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 WILL BE PERSONAL OBLIGATIONS OF AND CHARGES AGAINST THE OWNERS OF PROPERTY LOCATED WITHIN THE MAJOR IMPROVEMENT AREA OF THE DISTRICT.

Exceedance of Maximum Assessment Could Trigger Assessment Prepayment and Optional Redemption

The "Maximum Assessment" for lots within the Major Improvement Area will be determined at the time of the levy of the Future Improvement Area assessment for such portion of the Major Improvement Area.

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Major Improvement Area Assessment per lot for any lot type exceeding the Maximum Assessment. If the Administrator determines that the resulting Major Improvement Area Assessment per lot for any lot type will exceed the Maximum Assessment, the Service and Assessment Plan provides that the person or entity filing the plat shall make a mandatory prepayment of the Major Improvement Area Assessments. See "ASSESSMENT PROCEDURES – Assessment Amounts."

No plat has been recorded for lots in the Major Improvement Area of the District. In the event that the combined tax rate for entities taxing the Major Improvement Area rises or the estimated build out value of lots in the Major Improvement Area falls prior to the filing of a plat for the Major Improvement Area, a mandatory prepayment of the Major Improvement Area Assessments could be triggered at the time of filing of the plat. Any mandatory prepayment of the Major Improvement Area Assessments related to the exceedance of the Maximum Assessment may trigger an optional redemption of the Bonds by the City. See "DESCRIPTION OF THE BONDS – Redemption Provisions."

PACE Lien Priority

Pursuant to Chapter 399, Texas Local Government Code, as amended, (the "Property Assessed Clean Energy Act" or "PACE") commercial property owners in Texas may obtain long-term financing for water conservation, energy-efficiency, and renewable energy projects. Such financing would be repaid through a contractual assessment placed on the property pursuant to a program established by a city or county. This assessment is a first and prior lien against the property and has the same lien priority as ad valorem taxes, from the time the lien is recorded in the county real property records. As such, to the extent that a property subject to both a Major Improvement Area Assessment and also a PACE assessment is foreclosed on for nonpayment of taxes or assessments, the proceeds from the foreclosure sale of the property would be used first to pay any delinquent ad valorem taxes and the PACE lien.

Competition

The housing industry in the Austin area is very competitive, and none of the Developers, the City, the City's Financial Advisor or the Underwriter can give any assurance that the building programs which are planned will be completed in accordance with the Developers' expectations. The competitive position of the Developers in the sale of developed lots or of any other homebuilder in the construction and 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 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 be able to compete with the development in the District. A sample of competitive projects near the Development is below.

Project Name	# of Units	Developer	Prices
Canyons at HCH Ranch	58	Grand Endeavor Homes	$1MM+
Hudson Park	291	Ashton Gray Development	N/A
Lakeside Estates (Georgetown)	923	Forterra Developers	N/A
Nolina	647	Johnson Development	$390k - $770k
Parmer Ranch	190	Parmer Ranch Partners	$400k - $800k
Rivina	1,161	HK Ragsdale, LLC	N/A
Rockin Wilco	613	Onx Homes	N/A
Santa Rita Ranch/Eldorado	592	Perry Homes	$350k - $1MM+
Santa Rita Ranch/Futures	239	Platform Ventures	N/A
Santa Rita Ranch/Regency	596	Toll Brothers	N/A

Santa Rita Ranch/Saddleback	842	Pulte Homes / Platform Ventures	N/A
Santa Rita Ranch/Tierra Rosa	190	Platform Ventures	N/A
Somerset Hills	348	Furman Tierra LLC	N/A
Sun City	419	Blake Magee Company / Del Webb	$340k
Woodside	1,630	Blake Magee Company	$340k - $600k

Recent Changes in State Law Regarding Public Improvement Districts; Failure of Developers and Landowner to Deliver Required Notice Pursuant to Texas Property Code May Affect Absorption Schedule and Provide for Prepayments Causing Partial Redemptions of Bonds

The 87th Legislature passed HB 1543, which became effective September 15, 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 of purchase and sale, 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 or purchase and sale. If the Developers, the Landowner or homebuilders within the Major Improvement Area of the District do not provide the required notice and prospective purchasers of property within the Major Improvement Area of the District 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 Major Improvement Area Assessments on such property may be prepaid. In the event of such prepayment, a partial redemption of the Bonds could occur. See "DESCRIPTION OF THE BONDS – Redemption Provisions." 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 however, if the Developers, the Landowner or homebuilders within the Major Improvement Area of the District 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 form of notice to be provided to homebuyers is attached to the Service and Assessment Plan. See "APPENDIX C – Form of Service and Assessment Plan."

Completion of the Major Improvement Area Improvements

Construction of the Major Improvement Area Improvements is not yet complete. The cost and time for completion of all of such improvements is uncertain and may be affected by changes in national, regional and local and economic conditions; changes in long and short term interest rates; unanticipated development costs; unforeseen environmental risks and controls; 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 Developers. If cost overruns result in delay of construction, or if other delays are experienced, the Developers may be unable to timely complete the Major Improvement Area Improvements and other necessary improvements to achieve finished lot completion.

Failure or Inability to Complete Proposed Development

Proposed development within the District may be affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, changes in the income tax treatment of real property ownership, unexpected increases in development costs and other similar factors as well as availability of utilities and the development or existence of environmental concerns with such land. See "Availability of Utilities" and "Hazardous Substances" below. Land development within the District could also be affected adversely by changes in governmental policies, including, but not limited to, governmental policies to restrict or control development. (Any approvals needed in the future for the Development must come from the City.) 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 able to compete with the Development. 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. THE TIMELY PAYMENT OF THE BONDS DEPENDS UPON THE WILLINGNESS AND ABILITY OF THE DEVELOPERS, THE LANDOWNER AND ANY SUBSEQUENT OWNERS TO PAY THE MAJOR IMPROVEMENT AREA ASSESSMENTS WHEN DUE. ANY OR ALL OF THE FOREGOING COULD REDUCE THE WILLINGNESS AND THE ABILITY OF SUCH OWNERS TO PAY THE MAJOR IMPROVEMENT AREA ASSESSMENTS AND COULD GREATLY REDUCE THE VALUE OF PROPERTY WITHIN THE MAJOR IMPROVEMENT AREA IN THE EVENT SUCH PROPERTY HAS TO BE FORECLOSED. In that event, there could be a default in the payment of the Bonds.

Completion of Homes

The cost and time for completion of homes by the homebuilders in the District is uncertain and may be affected by changes in national, regional and local and 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 yet to be built in the District, 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 Developers.

The Developers anticipate a total of 1,250 multifamily units will be included in the Major Improvement Area upon completion of the Development, however, the Development Agreement limits the number of retail water connections for multifamily units in the District that are permitted prior to September 30, 2028 to 350. Such limitation could adversely affect the completion of the multifamily units in the Major Improvement Area of the District.

Absorption Rate

There can be no assurance that the Developers will be able to achieve its anticipated absorption rates. Failure to achieve the absorption rate estimates will 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 the Major Improvement Area of the District to pay the Major Improvement Area Assessments.

Risks Related to the Current 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 Developers, including general economic conditions, may impact the timing of parcel, lot, and home sales within the District. No assurance can be given that projected home prices and buildout values presented in this Limited Offering Memorandum will be realized.

Adverse Developments Affecting the Financial Services Industry

Actual events involving limited liquidity, defaults, non-performance, or other adverse developments that affect financial institutions, transactional counterparties, or other companies in the financial services industry or the financial services industry generally, or concerns or rumors about any events of these kinds or other similar risks, have in the past and may in the future lead to market-wide liquidity problems. In the recent past, troubled financial institutions have been closed and/or swept into receivership by the Federal Deposit Insurance Corporation ("FDIC") or acquired by or received cash rescue packages from more solvent financial institutions. Borrowers under credit agreements, letters of credit, and certain other financial instruments with any financial institution that is placed into receivership by the FDIC may be unable to access undrawn amounts for an unspecified period.

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 Developers to estimate costs. If the costs of the Major Improvement Area Projects are substantially greater than the estimated costs or if the Developers are unable to access building materials in a timely manner, it may affect the ability of the Developers to complete the Major Improvement Area Projects or pay the Major Improvement Area Assessments when due. See "THE DEVELOPER — History and Financing of the District." If the cost of materials remains high or increases, it may affect the ability of the Developers or future homebuilders, if any, to construct homes within the Major Improvement Area.

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 Developers' ability to estimate costs and to complete the Major Improvement Area Projects and the Developers' or future homebuilders', if any, ability to construct homes within Major Improvement Area.

Bankruptcy

The payment of Major Improvement Area Assessments and the ability of the City to foreclose on the lien of a delinquent unpaid Major Improvement Area 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 Major Improvement Area 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 Major Improvement Area Assessments might not be paid in full.

Direct and Overlapping Indebtedness, Assessments and Taxes

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

Depletion of Reserve Account of the Reserve Fund

Failure of the owners of property within the Major Improvement Area of the District to pay the Major Improvement Area Assessments when due could result in the rapid, total depletion of the Reserve Account of 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 Account of the Reserve Fund. The Indenture provides that if, after a withdrawal from the Reserve Account of the Reserve Fund, the amount in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer an amount from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund sufficient to cure such deficiency, as described under "SECURITY FOR THE BONDS SIMILARLY SECURED — Reserve Fund" herein.

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 Major Improvement Area of the District be affected by a hazardous substance, the marketability and value of such 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 Major Improvement Area of the District does not take into account the possible liability of the Developers for the remediation of a hazardous substance condition on the property in the Major Improvement Area of the District. The City has not independently verified, and is not aware, that the Developers have such a current liability with respect to its property; 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 Major Improvement Area of 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. The actual occurrence of any of these possibilities could significantly negatively affect the value of a parcel that is realizable upon a foreclosure.

See "THE DEVELOPMENT – Environmental" for discussion of the Heirloom Tx Tract ESA and the Heirloom East Tract ESA performed on property within the District.

Exercise of Third Party Property Rights

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 Williamson County.

The Developers are not aware of any ongoing or expected exercise of any third party property rights, mineral rights or related real property rights in or around the Major Improvement Area of the District to have a material adverse effect on the District, the property within the District, or the ability of landowners within the Major Improvement Area of the District to pay Major Improvement Area Assessments. However, none of the City, the Financial Advisor, or the Underwriter, provide any assurances as to such Developers expectations.

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.

Bondholders' Remedies and Bankruptcy

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, and upon the written request the owners of at least a Quarter in Interest of the Bonds then Outstanding, the Trustee shall proceed to protect and enforce its rights and the rights of the owners of the Bonds under the Indenture by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or agreement contained therein or in aid or execution of any power granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights. 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 rests with 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 the Major Improvement Area of the District or sell property within the Major Improvement Area of the District 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 Major Improvement Area Assessment Lien would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See "BONDHOLDERS' RISKS — Bankruptcy Limitation to Bondholders' Rights" herein.

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within the Major Improvement Area of the District pursuant to the Federal Bankruptcy Code could, subject to its discretion, delay or limit any attempt by the City to collect delinquent Major Improvement Area 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).

No Acceleration

The Indenture does not contain a provision allowing for the acceleration of the Bonds in any event, including in the event of a payment default or other default under the terms of the Bonds or the Indenture.

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 Texas 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 Texas 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 will contain 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. The IRS has announced that its audit efforts will focus in part on "developer-driven bond transactions," including certain tax increment financings and certain assessment bond transactions. In recent audits, the IRS has asserted that interest on such "developer-driven" obligations can be taxable, in certain circumstances, even when those transactions otherwise meet all applicable tax law requirements. 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 Developers 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 landowner or developer or new officers in management positions may not have comparable experience in development projects comparable to that of the District.

General Risks of Real Estate Investment and Development

The Developers have the right to modify or change their plan for development of the District, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed. No defined "true-up" agreement has been entered into between the City and Developers, nor is there a requirement that future developers or the Developers enter into such an agreement. There can be no assurance, in the event the Developers or a subsequent developer modifies or changes its plan for development that the necessary revisions to the Service and Assessment Plan will be made, or if made will provide the necessary assessment revenues required to pay debt service on Bonds. Nor can there be an assurance that the eventual assessment burden on the property will be marketable.

Investments in undeveloped or developing real estate are generally considered to be speculative in nature and to involve a high degree of risk. Development in the District will be subject to the risks generally incident to real estate investments and development. Many factors that may affect the District, as well as the operating revenues of the Developers, including those derived from development of the District, are not within the control of the Developers. 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 District, 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 Developers.

Furthermore, the operating revenues of the Developers may be materially adversely affected if specific conditions in the lot purchase contracts are not met. Contracts that the Developers may have with individual homebuilders are subject to a myriad of contractual conditions and contingencies, all or some of which if not complied with, could precipitate a termination or winding up of such contractual arrangement for the sale of lots, causing the Developers to possibly need to execute a different strategy for the development and sale of lots and residential units within the District. As described herein, the Major Improvement Area Assessments are an imposition against the land only. Neither the Developers, the Landowner nor any other subsequent landowner is a guarantor of the Major

Improvement Area Assessments and the recourse for the failure of the Developers, the Landowner or any other landowner to pay the Major Improvement Area Assessments is limited to the collection proceedings against the land as described herein. Failure to meet any lot purchase contract's conditions may allow the applicable lot purchaser to terminate its obligation to purchase lots from the Developers and obtain its earnest money deposit back. See "THE DEVELOPMENT – Development Plan" herein.

Development of the District cannot be initiated or completed without the Developers obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction 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 Developers.

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. The timely payment of the Bonds depends on the willingness and ability of the Developers, the Landowner, homebuilders in the District, and any subsequent owners to pay the Major Improvement Area Assessments when due. Any or all of the foregoing could reduce the willingness and ability of such owners to pay the Major Improvement Area Assessments and could greatly reduce the value of the property within the Major Improvement Area in the event such property has to be foreclosed. If Annual Installments of Major Improvement Area Assessments 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.

Dependence Upon Developers and Landowner

The Developers and the Landowner, as the owners of the Assessed Parcels in the Major Improvement Area of the District, currently have the obligation for payment of 100% the Major Improvement Area Assessments. The ability of the Developers and the Landowner to make full and timely payment of the Major Improvement Area Assessments will directly affect the ability of the City to meet its debt service obligations with respect to the Bonds. The only assets of the Developers and the Landowner are land within the District, related permits and development rights, and minor operating accounts. The source of funding for future land development activities and infrastructure construction to develop the lots proposed for the District also consists of proceeds of the Bonds and proceeds of lot sales, as well as possible bank financing and equity contributions by the Developers and the Landowner. There can be no assurances given as to the financial ability of the Developers and the Landowner to advance any funds to the City to supplement revenues from the Major Improvement Area Assessments if necessary, or as to whether the Developers and the Landowner will advance such funds.

Moreover, the City will pay the Developers, or the Developers designee, from proceeds of the Bonds for a portion of project costs actually incurred in developing and constructing the Major Improvement Area Improvements within the Major Improvement Area of the District. See "THE MAJOR IMPROVEMENT AREA IMPROVEMENTS – General" and "THE DEVELOPMENT – Development Plan." There can be no assurances given as to the financial ability of the Developers to complete such improvements.

The Developers and the Landowner will not guarantee or otherwise be obligated to pay debt service on the Bonds.

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, including two special sessions, ended on September 4, 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. 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.

Use of Appraisal

Caution should be exercised in the evaluation and use of valuations included in the Appraisal. The 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 properties in the Major Improvement Area of the District is considered 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 the District.

In performing its analysis, the 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 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.

Risk from Weather Events

All of the State, including the City and the District, is subject to extreme weather events that can cause loss of life and damage to property through strong winds, 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 or the District, including land within the District.

100-Year Flood Plain

According to FEMA FIRM No. 48491C0275E effective September 26, 2008, an approximately 1.0-acre portion of the property in the District lies within Zone A, which is within the 100-year flood plain. Land located within the post-developed 100-year flood plain will be dedicated as parkland.

FEMA will from time to time revise its Flood Insurance Rate Maps. None of the City, the Underwriter, or the Developers 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 flood plain from being included in the 100-year flood plain in the future, or whether extreme flooding events may occur more often than assumed in creating the 100-year flood plain.

Availability of Utilities

The progress of development within the District is also dependent upon the City providing an adequate supply of water and adequate wastewater services. If the City fails to supply water services or adequate wastewater services to the property within the District, the development of the land in the District could be adversely affected. See "THE DEVELOPMENT — Utilities."

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 the Major Improvement Area of the District 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 Major Improvement Area 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 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.

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 the Major Improvement Area of the District subject to the Major Improvement Area Assessments, existing real estate and financial market conditions and other factors.

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 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. Bond Counsel's opinion represents its legal judgement based upon its review of Existing Law and the representations of the City that it deems relevant to render such opinion and is not a guaranty of result. 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 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. 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 Texas, 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 thereof and interest thereon, are payable from and secured by a pledge of and lien on the Pledged Revenues. 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." 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 in the Limited Offering Memorandum under the captions or subcaptions "PLAN OF FINANCE — The Bonds", "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS SIMILARLY SECURED," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology," "Billing and Collection Services Agreement," and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings," "LEGAL MATTERS — Legal Opinions," "CONTINUING DISCLOSURE – The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "INVESTMENTS," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and APPENDIX B and such firm is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance and the Indenture contained therein fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance 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 Major Improvement Area Assessments securing the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Assessment 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 Developers

At the time of delivery and payment for the Bonds, the Developers 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 Developers, threatened against or affecting the Developers wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Developers or its members or would adversely affect (i) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Bond Ordinance, the Service and Assessment Plan, the Development Agreement, or the Bond Purchase Agreement, or otherwise described in this Limited Offering Memorandum, or (ii) the tax-exempt status of interest on the Bonds (individually or in the aggregate, a "Material Adverse Effect").

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 Developers, 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." 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 United States Securities and Exchange Commission (the "Rule"), the City, the Administrator and UMB Bank, N.A. (in such capacity, the "Dissemination Agent") expect to enter into a Continuing Disclosure Agreement (the "City Disclosure Agreement") 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 City Disclosure Agreement, 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 City Disclosure Agreement." Under certain circumstances, the failure of the City to comply with its obligations under the City Disclosure Agreement 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 City Disclosure Agreement 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 City Disclosure Agreement. 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 City Disclosure Agreement. 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 City Disclosure Agreement or from any statement made pursuant to the City Disclosure Agreement.

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.

The Developers

The Heirloom East Developer. The Heirloom East Developer, the Administrator, and the Dissemination Agent expect to enter into a Continuing Disclosure Agreement (the "Heirloom East Developer Disclosure Agreement") 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 Heirloom East Developer Disclosure Agreement, certain information regarding the District and the Major Improvement Area Improvements (collectively, the "Heirloom East Developer Reports"). The specific nature of the information to be contained in the Heirloom East Developer Reports is set forth in "APPENDIX E-2 — Form of Heirloom East Disclosure Agreement." Under certain circumstances, the failure of

the Heirloom East Developer or the Administrator to comply with its obligations under the Heirloom East Developer Disclosure Agreement 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 Heirloom East Developer Disclosure Agreement would allow the Holders of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The Heirloom Tx Developer. The Heirloom Tx Developer, the Administrator, and the Dissemination Agent expect to enter into a Continuing Disclosure Agreement (the "Heirloom Tx Developer Disclosure Agreement") 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 Heirloom Tx Developer Disclosure Agreement, certain information regarding the District and the Major Improvement Area Improvements (collectively, the "Heirloom Tx Developer Reports"). The specific nature of the information to be contained in the Heirloom Tx Developer Reports is set forth in "APPENDIX E-3 — Form of Heirloom Tx Developer Disclosure Agreement." Under certain circumstances, the failure of the Heirloom Tx Developer or the Administrator to comply with its obligations under the Heirloom Tx Developer Disclosure Agreement 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 Heirloom Tx Developer Disclosure Agreement would allow the Holders of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

Pursuant to the Heirloom East Developer Disclosure Agreement and the Heirloom Tx Developer Disclosure Agreement (each, a "Developer Disclosure Agreement"), each 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 applicable Developer Disclosure Agreement. The Developers have not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, conditions, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the applicable Developer Disclosure Agreement. The Developers make 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 Developers disclaim any contractual or tort liability for damages resulting in whole or in part from any breach of the applicable Developer Disclosure Agreement or from any statement made pursuant to the applicable Developer Disclosure Agreement.

The Developers' Compliance with Prior Undertakings

Heirloom East Developer. The Heirloom East Developer has not previously entered into an agreement to provide continuing disclosure.

Heirloom Tx Developer. The Heirloom Tx Developer has not previously entered into an agreement to provide continuing disclosure.

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, [plus][minus] and original issue [premium][discount] of $_____, less an underwriting discount of $_____, which includes Underwriter's Counsel's fee 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 Federal 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 Texas 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 available funds in investments authorized by State law, particularly the PFIA, 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 invest in:

(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 are 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 ("FDIC") or by 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 insured by the FDIC or the National Credit Union Share Insurance Fund ("NCUSIF") or their respective successors;
(8) interest-bearing banking deposits other than those described by subdivision (7) if (i) the funds invested in the banking deposits are invested through (a) a broker with a main office or branch office in this state that the investing entity selects from a list the governing body or designated investment committee of the entity adopts as required by Section 2256.025; or (b) a depository institution with a main office or branch office in this state that the investing entity selects; (ii) the broker or depository institution selected as described 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 investing entity's account; (iii) 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 (iv) the investing entity appoints as the entity's custodian of the banking deposits issued for the entity's account (a) the depository institution selected as described

above; (b) an entity described by Section 2257.041(d); or (c) a clearing broker dealer registered with the Securities and Exchange Commission and operating under Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3);

(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 FDIC or the NCUSIF, 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 clauses (1) and (12) which are 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 not less than "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 not less than "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 commercial 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 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.);

(14) no-load mutual funds registered with the United States Securities and Exchange Commission that have an average weighted maturity of less than two years, and either has a duration of one year or more and is invested exclusively in obligations described in this paragraph, or has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities; and,

(15) local government investment pools organized in accordance with the Interlocal Cooperation Act (Chapter 791, Texas Government Code) as amended, whose assets consist exclusively of the obligations that are described above. A public funds investment pool must be continuously ranked no lower than "AAA," "AAA-m" or at an equivalent rating by at least one nationally recognized rating service.

The City may also invest bond proceeds in guaranteed investment contracts that have a defined termination date and are secured by obligations of the United States or its agencies and instrumentalities in an amount at least equal to the amount of bond proceeds invested under such contract, other than the prohibited obligations described below.

A political subdivision such as the City may enter into securities lending programs if:

(i) the value of securities loaned under the program are not collateralized at less than 100%, including accrued income, 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.

The City may also contract with an investment management firm registered under the Investment Advisor 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 of up to two years, but the City retains ultimate responsibility as fiduciary of its assets.

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 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.

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 and maturity; and also that address the quality and capability of investment personnel. The policy includes a list of the type of authorized investments for City funds, the maximum allowable stated maturity of any individual investment owned by the City, 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 funds' investment. Each Investment Strategy Statement must describe the investment objectives for the particular fund using the following priorities:

(1) understanding of the suitability of the investment to the financial requirements of the City;

(2) preservation and safety of principal;

(3) liquidity;

(4) marketability of each investment;

(5) diversification of the portfolio; and

(6) yield.

The City's investment policy authorizes the City to invest its funds and funds under its control in all of the eligible investments described above under "Legal Investments," except those investments described in clauses (3) and (6).

Under State law, City 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 investment officers of the City shall submit an investment report detailing:

(1) the investment position of the City;

(2) that all investment officers jointly prepared and signed the report;

(3) the beginning market value and the ending value 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 strategy statements and (b) State law.

No person may invest City funds without express written authority of the City Council or the Finance Director of the City.

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.

An investment officer of a local government is required to invest bond proceeds or pledged revenue only to the extent permitted by the PFIA and in accordance with (i) statutory provisions governing the debt issuance (or lease, installment sale, or other agreement) and (ii) the local government's investment policy regarding the debt issuance or the agreement.

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 Developers and their 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 Developers 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.

Source of Certain Information

The information contained in this Limited Offering Memorandum relating to the description of the Major Improvement Area Improvements, the Development, the District, and the Developers generally and, in particular, the information included in the sections captioned "THE MAJOR IMPROVEMENT AREA IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPERS," "BONDHOLDERS' RISKS" (only as it pertains to the Developers, the Major Improvement Area Improvements and the Development) and "LEGAL MATTERS — Litigation — The Developers" has been provided by the Developers, and the Developers warrant and represent that 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 therein, 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 Developers 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 development planning and finance.

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.

AUTHORIZATION AND APPROVAL

The City Council has approved the form and content of this Limited Offering Memorandum and has authorized this 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

(THIS PAGE IS INTENTIONALLY LEFT BLANK.)

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				
	2026[1]	2025	2024	2023	2022
Civilian Labor Force	49,289	48,780	46,154	44,681	39,508
Total Employed	46,936	46,773	44,254	42,923	38,012
Total Unemployed	2,353	2,007	1,900	1,758	1,496
Unemployment Rate	4.8%	4.1%	4.1%	3.9%	3.8%

[1] Data through July 2026.

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

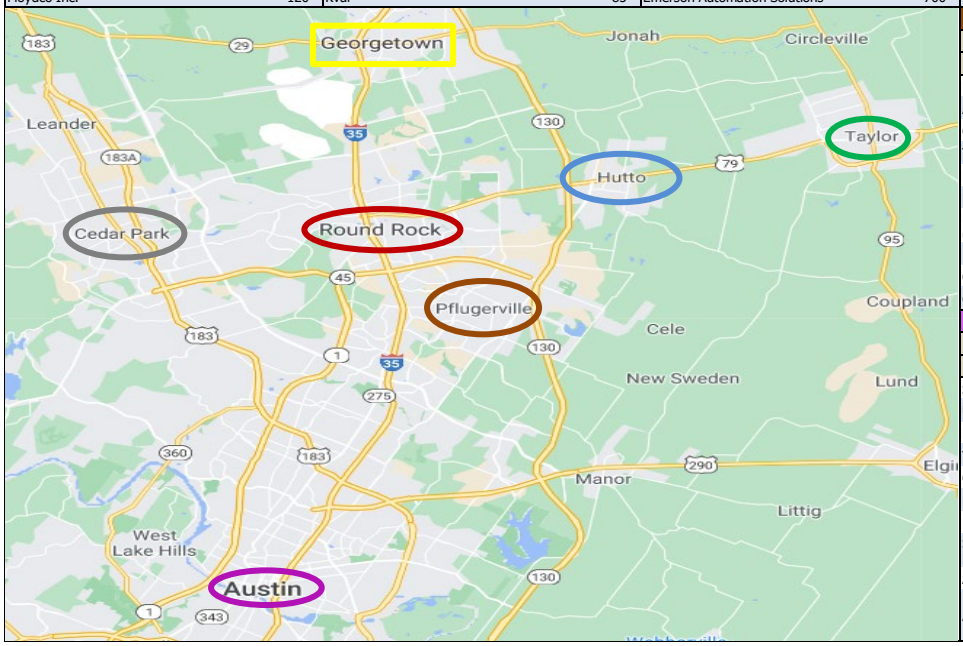
Source: The City's 2025 CAFR.

(REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

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.

(REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

(THIS PAGE IS INTENTIONALLY LEFT BLANK.)

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 NOVEMBER 1, 2026

SECURING

$[_____]

CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS, FINDINGS AND INTERPRETATION 5

Section 1.1. Definitions..... 5
Section 1.2. Findings..... 16
Section 1.3. Table of Contents, Titles and Headings. 16
Section 1.4. Interpretation. 17

ARTICLE II THE BONDS..... 17

Section 2.1. Security for the Bonds. 17
Section 2.2. Limited Obligations. 18
Section 2.3. Authorization for Indenture. 18
Section 2.4. Contract with Holders and Trustee. 18

ARTICLE III AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS 18

Section 3.1. Authorization. 18
Section 3.2. Date, Denomination, Maturities, Numbers and Interest. 19
Section 3.3. Conditions Precedent to Delivery of Bonds..... 19
Section 3.4. Medium, Method and Place of Payment. 20
Section 3.5. Execution and Registration of Bonds. 21
Section 3.6. Ownership. 21
Section 3.7. Registration, Transfer and Exchange. 22
Section 3.8. Cancellation. 23
Section 3.9. Temporary Bonds..... 23
Section 3.10. Replacement Bonds. 24
Section 3.11. Book-Entry Only System. 25
Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.26
Section 3.13. Payments to Cede & Co. 26

ARTICLE IV REDEMPTION OF BONDS BEFORE MATURITY 27

Section 4.1. Limitation on Redemption 27
Section 4.2. Mandatory Sinking Fund Redemption..... 27
Section 4.3. Optional Redemption 28
Section 4.4. Extraordinary Optional Redemption..... 29
Section 4.5. Partial Redemption..... 29
Section 4.6. Notice of Redemption to Holders. 29
Section 4.7. Payment Upon Redemption 30
Section 4.8. Effect of Redemption 30

ARTICLE V FORM OF THE BONDS 31

Section 5.1. Form Generally 31
Section 5.2. Form of the Bonds. 31
Section 5.3. CUSIP Registration..... 39

Section 5.4. Legal Opinion. 40

ARTICLE VI FUNDS AND ACCOUNTS 40

Section 6.1. Establishment of Funds and Accounts 40
Section 6.2. Initial Deposits to Funds and Accounts 41
Section 6.3. Pledged Revenue Fund 42
Section 6.4. Bond Fund 43
Section 6.5. Project Fund 44
Section 6.6. Redemption Fund 46
Section 6.7. Reserve Fund 46
Section 6.8. Rebate Fund: Rebatable Arbitrage 48
Section 6.9. Administrative Fund. 47
Section 6.10. Investment of Funds 48
Section 6.11. Security of Funds 49

ARTICLE VII COVENANTS 50

Section 7.1. Confirmation of Assessments. 50
Section 7.2. Collection and Enforcement of Major Improvement Area Assessments 51
Section 7.3. Against Encumbrances 51
Section 7.4. Records, Accounts, Accounting Reports. 51
Section 7.5. Covenants Regarding Tax Exemption of Interest on Bonds 52

ARTICLE VIII LIABILITY OF CITY 55

Section 8.1. Liability of City 55

ARTICLE IX THE TRUSTEE 56

Section 9.1. Acceptance of Trust; Trustee as Registrar and Paying Agent. 56
Section 9.2. Trustee Entitled to Indemnity. 53
Section 9.3. Responsibilities of the Trustee. 57
Section 9.4. Property Held in Trust. 59
Section 9.5. Trustee Protected in Relying on Certain Documents. 59
Section 9.6. Compensation. 60
Section 9.7. Permitted Acts. 61
Section 9.8. Resignation of Trustee. 60
Section 9.9. Removal of Trustee. 62
Section 9.10. Successor Trustee 62
Section 9.11. Transfer of Rights and Property to Successor Trustee 63
Section 9.12. Merger, Conversion or Consolidation of Trustee. 63
Section 9.13. Trustee To File Continuation Statements. 64
Section 9.14. Offering Documentation 62
Section 9.15. Expenditure of Funds and Risk 63
Section 9.16. Environmental Hazards 63
Section 9.17. Accounts, Periodic Reports and Certificates. 65
Section 9.18. Construction of Indenture. 65
Section 9.19. Verifications of Statutory Representations and Covenants 64

ARTICLE X MODIFICATION OR AMENDMENT OF THIS INDENTURE 65

Section 10.1. Amendments Permitted..... 65
Section 10.2. Holders' Meetings. 68
Section 10.3. Procedure for Amendment with Written Consent of Holders. 68
Section 10.4. Procedure for Amendment not Requiring Holder Consent..... 67
Section 10.5. Effect of Supplemental Indenture. 69
Section 10.6. Endorsement or Replacement of Bonds Issued After Amendments..... 69
Section 10.7. Amendatory Endorsement of Bonds. 70
Section 10.8. Waiver of Default. 70
Section 10.9. Execution of Supplemental Indenture..... 68

ARTICLE XI DEFAULT AND REMEDIES..... 70

Section 11.1. Events of Default. 70
Section 11.2. Immediate Remedies for Default. 71
Section 11.3. Restriction on Holder's Action..... 72
Section 11.4. Application of Revenues and Other Moneys After Default..... 73
Section 11.5. Effect of Waiver..... 74
Section 11.6. Evidence of Ownership of Bonds. 74
Section 11.7. No Acceleration. 74
Section 11.8. Mailing of Notice..... 75
Section 11.9. Exclusion of Bonds Similarly Secured. 75
Section 11.10. Remedies Not Exclusive..... 75
Section 11.11. Direction By Holder..... 75

ARTICLE XII GENERAL COVENANTS AND REPRESENTATIONS 75

Section 12.1. Representations as to Pledged Revenues. 75
Section 12.2. General..... 76

ARTICLE XIII SPECIAL COVENANTS 76

Section 13.1. Further Assurances; Due Performance. 76
Section 13.2. Other Obligations or Other Liens; Refunding Bonds; Future Improvement Area Bonds. 76
Section 13.3. Books of Record. 75

ARTICLE XIV PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE..... 76

Section 14.1. Trust Irrevocable..... 76
Section 14.2. Satisfaction of Indenture..... 76
Section 14.3. Bonds Deemed Paid..... 76

ARTICLE XV MISCELLANEOUS..... 80

Section 15.1. Benefits of Indenture Limited to Parties..... 80
Section 15.2. Successor is Deemed Included in All References to Predecessor. 77
Section 15.3. Execution of Documents and Proof of Ownership by Holders..... 77
Section 15.4. No Waiver of Personal Liability..... 81
Section 15.5. Notices to and Demands on City and Trustee..... 81
Section 15.6. Partial Invalidity..... 83

Section 15.7. Applicable Laws; Jurisdiction..... 83
Section 15.8. Payment on Business Day..... 83
Section 15.9. Counterparts..... 84
Section 15.10. Electronic Storage..... 80

INDENTURE OF TRUST

THIS INDENTURE, dated as of November 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 extraterritorial jurisdiction of the City to be known as Heirloom 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 August 26, 2025, 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 August 28, 2025, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 082625-6.P (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 Construction Agreement (Heirloom) (as amended, the "*Development and Construction Agreement*"), entered into between Heirloom East Tx, LLC, a Delaware limited liability company ("*Heirloom East*"), HEIRLOOMTX, LLC, a Delaware limited liability company ("*Heirloom Tx*" and collectively with Heirloom East, the

"*Developer*"), Georgetown Independent School District ("*GISD*"), and the City on August 27, 2025, and recorded in the Official Public Records of Williamson County, Texas as Document No. 2026023941; and

WHEREAS, on [September 22], 2026, the City Council found and determined to authorize and approve in substantially final form the PID Construction, Financing and Reimbursement Agreement Heirloom Public Improvement District between the City, the Developer and GISD, dated as of [September 22], 2026 (the "*Financing Agreement*"), pursuant to which the Developer has agreed to construct the Major Improvement Area Improvements and 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 Major Improvement Area Assessed Property (defined herein) (the "*Major Improvement Area 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 [October 13], 2026 was published on [September 30], 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 Major Improvement Area Assessed Property (the "*Major Improvement Area 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 Major Improvement Area Assessment Roll and the Service and Assessment Plan and the levy of the Major Improvement Area Assessments on property within Major Improvement Area 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 Major Improvement Area Assessments; and

WHEREAS, after notice was provided as required by the PID Act, the City Council on [October 13], 2026, held a public hearing to consider the levy of the proposed Major Improvement Area Assessments on property within the Major Improvement Area 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 [September 30], 2026 or by their attorney, were given the opportunity to contend for or contest the Major Improvement Area Assessment Roll, and the proposed Major Improvement Area Assessments, and to offer testimony pertinent to any issue presented on the amount of the Major Improvement Area Assessments, the allocation of the Actual Costs of the authorized improvements to be undertaken for the benefit of all property to be assessed within the Major Improvement Area of the District (the "*Major Improvement Area Authorized Improvements*"), the purposes of the Major Improvement Area Assessments, the special benefits of the Major Improvement Area Authorized Improvements, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Major Improvement Area Assessments; and

WHEREAS, the City Council convened the hearing on [October 13], 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 Major Improvement Area Assessment Roll, or the levy of the Major Improvement Area 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 Major Improvement Area Assessment Roll and levied the Major Improvement Area Assessments; and

WHEREAS, on [October 13], 2026, in connection with the levy of the Major Improvement Area Assessments, concurrently therewith, the Developer, being the owner of the taxable property located within the Major Improvement Area of the District, each executed a Landowner Certificate (defined herein), wherein the Developer, among other things, approved and accepted the Assessment Ordinance and the Service and Assessment Plan, including the Major Improvement Area Assessment Roll, consented to and accepted the levy of the Major Improvement Area Assessments against its properties located within the Major Improvement Area of the District, and agreed to pay the Major Improvement Area 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 (Heirloom Public Improvement District Major Improvement Area Project) (the "*Bonds*") payable from the Pledged Revenues (defined herein) for the purpose of (i) paying a portion of the Actual Costs of the Major Improvement Area Improvements, (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 Major Improvement Area 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 Major Improvement Area 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 Major Improvement Area Assessments securing

the Bonds Similarly Secured, levied against property within the Major Improvement Area 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 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 the Major Improvement Area Assessments and Annual Installments; (4) preparing and maintaining records with respect to the Major Improvement Area Assessment Roll and Annual Service Plan Updates; (5) issuing, paying, and redeeming Bonds Similarly Secured; (6) investing or depositing Major Improvement Area 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 a Major Improvement Area 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 [October 13], 2026, that levied the Major Improvement Area Assessments, as shown on the Major Improvement Area Assessment Roll.

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

"*Assessment Roll(s)*" means any assessment roll for the Assessed Property within the District, including the Major Improvement Area 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 [October 13], 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 September 15 in each year and ending on September 14 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 (Heirloom Public Improvement District Major Improvement Area 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 A 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 Heirloom East*" means the agreement executed between Heirloom East, the Administrator and dissemination agent in connection with the issuance of the Bonds pursuant to which the Heirloom East agrees to provide certain information regarding the development of the District and the Major Improvement Area Projects for the benefit of the Holders of the Bonds (including Holders of beneficial interests of the Bonds).

"*Continuing Disclosure Agreement of Heirloom Tx*" means the agreement executed between Heirloom Tx, the Administrator and dissemination agent in connection with the issuance of the Bonds pursuant to which Heirloom Tx agrees to provide certain information regarding the development of the District and the Major Improvement Area 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.

"*Costs 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 5.5% of the principal amount of the then Outstanding Bonds Similarly Secured, which amount will be funded from the Major Improvement Area Assessments and Annual Installments deposited to the Pledged

Revenue Fund for subsequent transfer to the Delinquency & Prepayment Reserve Account of the Reserve Fund in accordance with the terms of this Indenture.

"*Delinquent Collection Costs*" means, for a Major Improvement Area Assessed Property, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Major Improvement Area 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, collectively, Heirloom East and Heirloom Tx, and their successors and assigns, which are serving as the developer for all land within the District.

"*Development and Construction Agreement*" means the Development and Construction Agreement between the City, GISD and the Developer, governing development of property within the District, as may have been or may be further amended and supplemented from time to time.

"*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 Construction, Financing and Reimbursement Agreement Heirloom Public Improvement District between the City, the Developer and GISD, dated as of [_____], 2026, and recorded in the Official Public Records of Williamson County, Texas as Document No. [_____], 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 Major Improvement Area 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 a distinct portion of the Major Improvement Area described by metes and bounds or final plat and developed as an individual improvement area,

with such area(s) to be described and designated, and subject to separate Assessments levied in the future to fund Future Improvement Area Improvements.

"*Future Improvement Area Assessed Property*" means any and all Parcels within the Future Improvement Area other than Non-Benefitted Property (as defined in the Service and Assessment Plan).

"*Future Improvement Area Assessment*" means an assessment levied on Future Improvement Area Assessed Property for the purpose of financing Future Improvement Area Improvements. The Future Improvement Area Assessments are not a part of the Trust Estate and are not security for the Bonds.

"*Future Improvement Area Bonds*" means the bonds that are authorized to be issued in accordance with the terms and conditions prescribed in Section 13.2 of this Indenture.

"*Future Improvement Area Improvements*" mean Authorized Improvements which only benefit the assessed property within the applicable Future Improvement Area.

"*GISD*" means Georgetown Independent School District.

"*Heirloom East*" means Heirloom East Tx, LLC, a Delaware limited liability company.

"*Heirloom Tx*" means HEIRLOOMTX, LLC, a Delaware limited liability company.

"*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.

"*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 March 15, 2027.

"*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 Developer, being owners of all the property subject to the Major Improvement Area Assessments, dated [October 13], 2026, as may be further amended.

"*Major Improvement Area*" means approximately 618.98 acres located within the District, as shown on Exhibit B and described legally by metes and bounds on Exhibit A to the Service and Assessment Plan.

"*Major Improvement Area Assessed Property*" means any Parcel within the Major Improvement Area against which a Major Improvement Area Assessment is levied as shown on the Major Improvement Area Assessment Roll (as the same may be updated each year by an Annual Service Plan Update) and which includes any and all Parcels within the Major Improvement Area other than Non-Benefited Property as defined in the Service and Assessment Plan.

"*Major Improvement Area Assessment*" means an Assessment levied against the Major Improvement Area Assessed Property and imposed pursuant to the Assessment Ordinance and the provisions of the Service and Assessment Plan, as shown on the Major Improvement Area 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.

"*Major Improvement Area Assessment Roll*" means the Assessment Roll for the Major Improvement Area 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.

"Major Improvement Area Authorized Improvements" means, collectively, the Major Improvement Area Improvements, the First Year Annual Collection Costs allocable to the Major Improvement Area, and the Bond Issuance Costs related to the Bonds.

"*Major Improvement Area Improvement Account*" means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

"Major Improvement Area Improvements" mean the Authorized Improvements which only benefit the Major Improvement Area Assessed Property as described in Section III and as 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.

"*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 Major Improvement Area 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 a Major Improvement Area 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 a Major

Improvement Area 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 Major Improvement Area 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.

"*Value to Lien Ratio*" means the ratio of the appraised value of a specific assessed parcel or assessed parcels, as applicable, in a Future Improvement Area, based on an appraisal delivered by an independent appraiser licensed in the State of Texas, to the sum of (i) the Future Improvement Area Assessments levied or to be levied on a specific parcel or parcels, as applicable, within such Future Improvement Area and (ii) the outstanding Major Improvement Area Assessments levied on such parcel or parcels, as applicable, within such Future Improvement Area.

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 Major Improvement Area Improvements, (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 March 15, 2027, 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, an executed copy of the Continuing Disclosure Agreement of Heirloom East, and an executed copy of the Continuing Disclosure Agreement of Heirloom Tx;

(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 Bonds Similarly Secured, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Holder at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Holder; provided, however, the Holder shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond Similarly Secured shall be paid to the Holder of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds Similarly Secured shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Holder of the Bonds Similarly Secured to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State, any such payments remaining unclaimed by the Holders entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds Similarly Secured thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds Similarly Secured, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any Holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds Similarly Secured, subject to any applicable escheat law or similar law of the State.

Section 3.5. **Execution and Registration of Bonds.**

(a) The Bonds Similarly Secured shall be executed on behalf of the City by the Mayor or Mayor Pro-Tem and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon such facsimile signatures on the Bonds Similarly Secured shall have the same effect as if each of the Bonds Similarly Secured had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds Similarly Secured shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds Similarly Secured.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds Similarly Secured ceases to be such officer before the authentication of such Bonds Similarly Secured or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond Similarly Secured shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds Similarly Secured. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General, is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, one Initial Bond for each series of Bonds Similarly Secured representing the entire principal amount of all Bonds Similarly Secured and registered in the name of Cede & Co, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro-Tem and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and upon City order deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of such series of the Bonds Similarly Secured, in the aggregate principal amount of all Bonds Similarly Secured of such series for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. **Ownership.**

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond Similarly Secured is registered as the absolute owner of such Bond Similarly Secured for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond Similarly Secured is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not such Bond Similarly Secured is overdue, and none of the City, the Trustee or the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Holder of any Bond Similarly Secured shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7. **Registration, Transfer and Exchange.**

(a) So long as any Bond Similarly Secured remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds Similarly Secured in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will maintain a copy of the Register, which may be in electronic form, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond Similarly Secured shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond Similarly Secured shall be effective until entered in the Register.

(c) The Bonds Similarly Secured shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond Similarly Secured or Bonds Similarly Secured of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal

amount of the Bond presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds Similarly Secured in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds Similarly Secured transferred or exchanged in accordance with this Section. A new Bond Similarly Secured or Bonds Similarly Secured will be delivered by the Paying Agent/Registrar, in lieu of the Bond Similarly Secured being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Holder or his designee. Each transferred Bond Similarly Secured delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such transferred Bond Similarly Secured is delivered.

(e) Each exchange Bond Similarly Secured delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such exchange Bond Similarly Secured is delivered.

(f) No service charge shall be made to the Holder for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds Similarly Secured. The Paying Agent/Registrar, however, may require the Holder to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond Similarly Secured.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Holder of the uncalled principal balance of a Bond Similarly Secured.

Section 3.8. **Cancellation.**

All Bonds Similarly Secured paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds Similarly Secured in lieu of which exchange Bonds Similarly Secured or replacement Bonds Similarly Secured are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. Whenever in this Indenture provision is made for the cancellation by the Trustee of any Bonds, at the City's written direction, the Trustee shall destroy such Bonds Similarly Secured and deliver a certificate of such destruction to the City.

Section 3.9. **Temporary Bonds.**

(a) Following the delivery and registration of the Initial Bond of each series of Bonds Similarly Secured and pending the preparation of definitive Bonds Similarly Secured, the proper officers of the City may execute and, upon the City's written request, the Trustee shall authenticate and deliver, one or more temporary Bonds Similarly Secured that are printed, lithographed,

typewritten, mimeographed or otherwise produced, in any Authorized Denomination, substantially of the tenor of the definitive Bonds Similarly Secured in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds Similarly Secured.

(b) Until exchanged for Bonds Similarly Secured in definitive form, such Bonds Similarly Secured in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds Similarly Secured in definitive form; thereupon, upon the presentation and surrender of the Bond Similarly Secured or Bonds Similarly Secured in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond Similarly Secured or Bonds Similarly Secured of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond Similarly Secured or Bonds Similarly Secured in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Holder.

Section 3.10. **Replacement Bonds.**

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the City shall issue and the Trustee shall authenticate and deliver in exchange therefor a replacement Bond Similarly Secured of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Holder of such Bond Similarly Secured to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond Similarly Secured is lost, apparently destroyed, or wrongfully taken, the City shall issue and the Trustee, pursuant to the Applicable Laws of the State and in the absence of notice or knowledge that such Bond Similarly Secured has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond Similarly Secured of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Holder first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond Similarly Secured;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond Similarly Secured, if a bona fide purchaser of the original Bond Similarly Secured in lieu of which such replacement Bond Similarly Secured was issued presents for payment such original Bond Similarly Secured, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond Similarly Secured from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond Similarly Secured has become or is about to become due and payable, the Paying Agent/Registrar, instead of issuing a replacement Bond Similarly Secured, may pay such Bond Similarly Secured if it has become due and payable or may pay such Bond Similarly Secured when it becomes due and payable.

(e) Each replacement Bond Similarly Secured delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such replacement Bond Similarly Secured is delivered.

Section 3.11. **Book-Entry Only System.**

(a) The Bonds Similarly Secured shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date the definitive Bonds Similarly Secured shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

(b) With respect to Bonds Similarly Secured registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds Similarly Secured. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds Similarly Secured, (ii) the delivery to any DTC Participant or any other Person, other than a Holder, as shown on the Register, of any notice with respect to the Bonds Similarly Secured, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than a Holder, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds Similarly Secured. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond

Similarly Secured is registered in the Register as the absolute Holder of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds Similarly Secured, for the purpose of giving notices of redemption and other matters with respect to such Bond Similarly Secured, for the purpose of registering transfer with respect to such Bond Similarly Secured, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds Similarly Secured only to or upon the order of the respective Holders as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds Similarly Secured to the extent of the sum or sums so paid. No Person other than a Holder, as shown in the Register, shall receive a Bond Similarly Secured certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered Holder at the close of business on the Record Date or Special Record Date, as applicable, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. **Successor Securities Depository: Transfer Outside Book-Entry-Only System.**

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds Similarly Secured to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds Similarly Secured and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds Similarly Secured to DTC Participants having Bonds Similarly Secured credited to their DTC accounts. In such event, the Bonds Similarly Secured shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Holders transferring or exchanging Bonds Similarly Secured shall designate, in accordance with the provisions of this Indenture.

Section 3.13. **Payments to Cede & Co.**

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds Similarly Secured are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds Similarly Secured, and all notices with respect to such Bonds Similarly Secured shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS SIMILARLY SECURED BEFORE MATURITY

Section 4.1. **Limitation on Redemption.**

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV. Each series of Bonds Similarly Secured, other than the Bonds, shall be subject to mandatory sinking fund redemption, extraordinary optional redemption, and/or optional redemption as provided in the Supplemental Indenture authorizing the issuance of such series of Bonds Similarly Secured.

Section 4.2. **Mandatory Sinking Fund Redemption.**

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

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

(b) At least thirty (30) days prior to each sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (c) and (d) of this Section 4.2, the Trustee shall select for redemption randomly by lot a principal amount of Term Bonds of such maturity equal to the Sinking Fund Installment amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Term Bonds of such maturity which, at least 30 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Term Bonds which, at least 30 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption provisions in Section 4.3 hereof or the extraordinary optional redemption provisions in Section 4.4 hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. **Optional Redemption.**

The Bonds may be redeemed prior to their scheduled maturities on any date on or after September 15, 20[__], at the option of the City, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the City, at the Redemption Price. The Trustee shall receive written notice from the City of the City's intention to conduct an optional redemption of Bonds not less than thirty-five (35) days prior to the date fixed for redemption.

Section 4.4. **Extraordinary Optional Redemption.**

The City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on any date, at the Redemption Price, from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in Section 6.7(d)) or any other transfers to the Redemption Fund under the terms of this Indenture. If less than all Bonds are called for extraordinary optional redemption, the Bonds

or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds. The Trustee shall receive written notice from the City of the City's intention to conduct an extraordinary optional redemption of Bonds not less than thirty-five (35) days prior to the date fixed for redemption.

Section 4.5. **Partial Redemption.**

(a) If less than all of the Bonds are to be redeemed pursuant to either Sections 4.2, 4.3 or 4.4, Bonds shall be redeemed in increments of $1,000; provided that no redemption shall cause the principal amount of any Bond to be less than the minimum Authorized Denomination for such Bond except as provided in the following sentence. Notwithstanding the foregoing, if any Bonds are to be partially redeemed and such redemption results in the redemption of a portion of a single Bond in an amount less than the Authorized Denomination in effect at the time, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the minimum Authorized Denomination for such Bond.

(b) If less than all of the Bonds are called for optional redemption pursuant to Section 4.3 hereof, the City shall, pursuant to a City Certificate, determine the Bond or Bonds or the amount thereof within a Stated Maturity to be redeemed and direct the Trustee in writing to call by lot the Bonds, or portions thereof, within such Stated Maturity and in such principal amounts, for redemption.

(c) If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds. If less than all Bonds within a Stated Maturity are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Trustee shall call by lot the Bonds, or portions thereof, within such Stated Maturity and in such principal amounts, for redemption.

(d) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. **Notice of Redemption to Holders.**

(a) Upon written notification by the City to the Trustee of the exercise of any redemption, the Trustee shall give notice of any redemption of Bonds Similarly Secured by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Holder of each Bond Similarly Secured or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds Similarly Secured are to be surrendered for payment, and, if less than all the Outstanding Bonds Similarly Secured are to be redeemed, and subject to Section 4.5, an identification of the

Bonds Similarly Secured or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond Similarly Secured shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Holder receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds Similarly Secured then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. Upon written direction from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

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

Section 4.7. **Payment Upon Redemption.**

(a) The Trustee shall make provision for the payment of the Bonds Similarly Secured to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds Similarly Secured being redeemed.

(b) Upon presentation and surrender of any Bond Similarly Secured called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond Similarly Secured to the date of redemption from the moneys set aside for such purpose.

Section 4.8. **Effect of Redemption.**

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds Similarly Secured or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price on such Bonds Similarly Secured are on deposit with the Trustee; thereafter, such Bonds Similarly Secured or portions thereof shall cease to bear interest from and after the date fixed for redemption,

whether or not such Bonds Similarly Secured are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS SIMILARLY SECURED

Section 5.1. **Form Generally.**

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and with respect to any Refunding Bonds, substantially in the form set forth in a Supplemental Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by the Supplemental Indenture and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of Bond Counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds Similarly Secured may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds Similarly Secured.

(c) The definitive Bonds Similarly Secured shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(d) The Initial Bond of each series of Bond Similarly Secured submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced.

Section 5.2. **Form of the Bonds.**

(a) Form of Bond.

> NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, WILLIAMSON COUNTY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED NO. _____	United States of America State of Texas	REGISTERED $_____

CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA 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 March 15, 2027.

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 November 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 Major Improvement Area Improvements, (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, Future Improvement Area 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 at 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 _____

_____
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

(iii) in the first paragraph of the Bond, the words "on the Maturity Date, as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Year	Principal Amount	Interest Rate
	$	%

Section 5.3. **CUSIP Registration.**

The City may secure identification numbers through CUSIP Global Services, managed by FactSet Research Systems, Inc. on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds Similarly Secured. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds Similarly Secured shall be of no significance or effect as regards the legality thereof and none of the City, the attorneys approving said Bonds Similarly Secured as to legality or the Trustee are to be held responsible for CUSIP numbers incorrectly printed on the Bonds Similarly Secured. Except as authorized by Section 4.5 hereof, the City prohibits any Bond to be issued in a denomination of less than $25,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than $25,000, and any attempt to accomplish either of the foregoing shall be void and of no effect, except as provided in Section 4.5 hereof. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the

Bonds Similarly Secured have been assigned by an independent service and are included in such notice solely for the convenience of the Holders and that neither the City nor the Trustee shall be liable for any inaccuracies in such numbers.

Section 5.4. **Legal Opinion.**

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond Similarly Secured over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. **Establishment of Funds and Accounts.**

(a) Creation of Funds. The following Funds are hereby created and established by the Trustee under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund;

(vii) Administrative Fund; and

(viii) Project Collection Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account.

(ii) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Delinquency & Prepayment Reserve Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Major Improvement Area 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 Major Improvement Area Improvements 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 Major Improvement Area 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, 2029, 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 Major Improvement Area Improvements 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, 2029, 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, 2029 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 Major Improvement Area 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 Major Improvement Area 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 March 15, 2027, September 15, 2027, March 15, 2028, and September 15, 2028. Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates listed above shall be transferred to the Major Improvement Area Improvement Account of the Project Fund, or if the Major Improvement Area 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 Costs 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 Major Improvement Area Improvement Account of the Project Fund to pay Actual Costs of the Major Improvement Area Improvements 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 Major Improvement Area 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 Major Improvement Area Improvement Account shall be used solely to pay Actual Costs of the Major Improvement Area Improvements provided the Trustee shall have no responsibility for the application of any funds disbursed from the Major Improvement Area 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 Major Improvement Area Improvement Account of the Project Fund are not expected to be expended for purposes of the Major Improvement Area Improvement Account of the Project Fund due to the abandonment, or constructive abandonment, of one or more of the Major Improvement Area Improvements such that, in the reasonable opinion of the City Representative, it is unlikely that the amounts in the Major Improvement Area Improvement Account of the Project Fund will ever be expended for the purposes of the Major Improvement Area 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 Major Improvement Area Improvement Account of the Project Fund that are not expected to be used for purposes of the Major Improvement Area Improvement Account of the Project Fund. If such City Certificate is so filed, the amounts on deposit in the Major Improvement Area 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 Major Improvement Area 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 Major Improvement Area Improvements have been completed and that all Actual Costs have been paid, or that any Actual Costs of the Major Improvement Area Improvements are not required to be paid from the Major Improvement Area Improvement Account of the Project Fund pursuant to a Certification for Payment, the Trustee shall transfer the amount, if any, remaining within the Major Improvement Area 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 Major Improvement Area 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 Major Improvement Area Improvement Account of the Project Fund and used to pay Actual Costs of the Major Improvement Area Improvements, or (ii) if no Major Improvement Area Improvements remain to be funded, to the Principal and Interest Account of the Bond Fund and used to pay principal on the Bonds, as directed in a City Certificate filed with the Trustee and the Costs of Issuance Account shall be closed.

Section 6.6. **Redemption Fund.**

Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee, 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, 2029, 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 Major Improvement Area Improvement Account of the Project Fund to pay Actual Costs of the Major Improvement Area Improvements 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 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, 2029, 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 Major Improvement Area Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan, other than the Annual Collection Costs and Delinquent Collection Costs deposited into the Project Collection Fund which amounts shall be deposited in accordance with Section 6.3(b) hereof, as applicable.

(b) Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual

Collection Costs and Delinquent Collection Costs or may be withdrawn by the Trustee without further authorization for the payment of the fees, expenses, advances and indemnities owed to the Trustee in accordance with Section 9.6. The Administrative Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

Section 6.10. **Investment of Funds.**

(a) Money in any Fund or Account, other than the Reserve Account, shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee in Investment Securities; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Account shall be invested in such Investment Securities as directed by the City pursuant to a City Certificate filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days. Each such City Certificate shall be a certification that the investment directed therein constitutes an Investment Security and that such investments meet the maturity and average weighted maturity requirements set forth in the preceding sentence and the Trustee shall not be responsible for determining such requirements. Such investments shall be valued each year in terms of the Value of Investment Securities as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in the Funds and Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold, in order to make the disbursements required or permitted by this Indenture, to prevent any default under this Indenture. To ensure that cash on hand is invested, if the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee shall invest and re-invest cash balances in the Morgan Stanley Institutional Liquidity Funds Government Portfolio, CUSIP No. 61747C889, Ticker: MPCXX, until directed otherwise by the City Certificate; provided, however, if such fund is no longer available the Trustee shall hold such funds uninvested in the absence of written direction.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities as determined and directed in writing by the City.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades. The Trustee shall not incur any liability for

losses (including depreciation of value) arising from any investments made or sold pursuant to this Section. The Trustee shall not be required to determine the legality of any investments and shall have no discretion for investing funds or advising any parties on investing funds. The Trustee is not providing investment supervision, recommendation, or advice in acting pursuant to the provisions hereof.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish to the City, upon the City's written request, periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the City. Such statements will be delivered via the Trustee's online service and paper statements will be provided only upon request. The City waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(f) In the event it is found, after an annual calculation has been done pursuant to Section 6.8 hereof, that the City owes Rebatable Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Certificate, to transfer to the Rebate Fund the investment earnings on funds on deposit in the Pledged Funds in an amount equal to the Rebatable Arbitrage owed by the City. The City Certificate shall specify the amount to the transferred and the Pledged Fund or Pledged Funds from which the investment earnings shall be transferred.

Section 6.11. **Security of Funds.**

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. **Confirmation of Major Improvement Area Assessments.**

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Major Improvement Area Assessments against the property in the District from which the Assessment Revenues will be collected and received.

Section 7.2. **Collection and Enforcement of Major Improvement Area 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 Major Improvement Area 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 Major Improvement Area 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 Major Improvement Area 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 Major Improvement Area Assessments. The Trustee and Holder or Holders of

not less than 10% in principal amount of Bonds Similarly Secured then Outstanding 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 not less than 10% in principal amount of Bonds Similarly Secured then Outstanding. 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 Major Improvement Area Improvements on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds is retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) The City covenants that the projects funded with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax proposes from gross income of the interest.

ARTICLE VIII

LIABILITY OF CITY

Section 8.1. **Liability of City.**

(a) Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds Similarly Secured, and no City taxes, fee or revenues, other than the Pledged Revenues, from any source are pledged to the payment of, or available to pay any portion of, the Bonds Similarly Secured or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds Similarly Secured or other obligations relating to the District, other than as specifically provided for in this Indenture.

(b) The City shall not incur any responsibility in respect of the Bonds Similarly Secured or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds Similarly Secured assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds Similarly Secured, or as to the existence of a default or event of default thereunder.

(c) In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

(d) No provision of this Indenture, the Bonds Similarly Secured, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds Similarly Secured (collectively, the "*Bond Documents*"), shall require the City to expend or risk its own general funds or other funds or otherwise incur any financial liability (other than with respect to the Trust Estate or the Annual Collection Costs) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

(e) Neither the Holders nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Trust Estate or the Annual Collection Costs as provided herein. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against

the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Holders of the Bonds Similarly Secured by mandamus or other proceeding at law or in equity.

(f) The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other independent person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

(g) In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. **Acceptance of Trust; Trustee as Registrar and Paying Agent.**

(a) The Trustee accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the terms and conditions and subject to the provisions of this Indenture to all of which the parties hereto and the respective Holders of the Bonds Similarly Secured agree. The Trustee undertakes to perform such duties and only such duties as are specifically set forth herein. No implied covenants or obligations shall be read into this Indenture against the Trustee. These duties shall be deemed non-discretionary in nature, and the Trustee shall not be liable except in connection with its performance of such duties.

(b) The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds Similarly Secured.

Section 9.2. **Trustee Entitled to Indemnity.**

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement or exercise of any rights and powers hereunder, until it shall be indemnified to its satisfaction by the Holders against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, so long as no Event of Default has occurred and is continuing, in no event shall the Trustee request or require indemnification as a condition to making any deposits, payments or transfers (provided such payment or transfer is prior to an Event of Default) when required hereunder. To the extent permitted by law and during the occurrence of an Event of Default, the Trustee shall be entitled to indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Administrative Fund to pay all fees, costs, and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder on amounts held within the Administrative Fund.

Section 9.3. **Responsibilities of the Trustee.**

(a) The recitals contained in this Indenture and in the Bonds Similarly Secured shall be taken as the statements of the City and the Trustee assumes no responsibility and takes no duty to verify the correctness of the same. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of the offering documents, this Indenture or the Bonds Similarly Secured, the right, title or interest of the City therein, or with respect to the security afforded by this Indenture, or the technical or financial feasibility of the project of the compliance of the project with the PID Act, or the tax-exempt status of the Bonds Similarly Secured, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds Similarly Secured for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; (iv) any calculation of arbitrage or rebate under the Code; (v) any loss suffered in connection with any investment of funds in accordance with this Indenture, or (vi) undertaking any other action unless specifically authorized pursuant to a written direction by the City pursuant to this Indenture. The Trustee has the right to act through agents and attorneys and shall have no liability for the negligence or willful misconduct of the agents and attorneys appointed with due care.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for such losses, damages, or expenses which have been finally adjudicated by a court of competent jurisdiction to have directly resulted from the Trustee's own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special, punitive or consequential or damages of any kind whatsoever (including, but not limited to, loss of profit) in connection with or arising from this Indenture for the existence, furnishing or use of the Major Improvement Area Improvements. If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs. The Trustee shall not be required to give any bond or surety in respect of the execution of the trusts and powers or otherwise in respect of the premises granted in this Indenture.

(d) The Trustee shall not be liable for any action taken, or errors of judgment made in good faith by any one of its officers, agents, or employees unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts.

(e) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of at least a Quarter in Interest of the Bonds Similarly Secured relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with the direction of the Holders of at least a Quarter in Interest of the Bonds Similarly Secured notwithstanding such directions conflict or are inconsistent with a subsequent direction from a group of Holders with a greater percentage of then Outstanding Bonds Similarly Secured.

(f) With the exception of an Event of Default described in Section 11.1(i) or Section 11.1(iv) hereof, the Trustee shall not be required to take notice, and shall not be deemed to have notice, of any events or information, default or Event of Default unless the Trustee has actual knowledge thereof or shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Holders of at least Quarter in Interest of the Bonds Similarly Secured at that time. The Trustee may assume conclusively that there is no Event of Default, except as noted above.

(g) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture, and final payment of the Bonds Similarly Secured.

(h) The permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and, with respect to such permissive rights, the Trustee shall not be answerable for other than its negligence or willful misconduct.

(i) The Trustee may act through attorneys or agents and shall not be responsible for the acts or omissions of any such attorney or agent appointed with due care.

(j) Neither the Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the City, the Developer, or any of their directors, members, officers, agents, affiliates or employees, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Trustee may assume performance by all such Persons of their respective obligations. The Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other Person.

(k) In the event that any of the Trust Estate shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the such assets, the Trustee is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Trustee obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

(l) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; pandemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility; it being understood that the Trustee shall use its best efforts to resume performance as soon as practicable under the circumstances.

Section 9.4. **Property Held in Trust.**

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. **Trustee Protected in Relying on Certain Documents.**

(a) The Trustee may, at the expense of the City, request, conclusively rely and shall be protected in acting or refraining from acting upon any order, judgment, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, debenture, note, other evidence of indebtedness, resolution, direction, report or other document or instrument provided to the Trustee

in accordance with the terms of this Indenture that it shall in good faith believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, not only as to due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, and the Trustee shall be under no duty to make any investigation or inquiry into or verify any calculations in connection therewith, and shall not be deemed to have knowledge of any statements contained or matters referred to in any such instrument. Subject to Section 9.1 and 9.3, the Trustee may, at the expense of the City, consult with counsel selected by the Trustee with due care, who may or may not be Bond Counsel, and any advice from such counsel with respect to compliance with the provisions of this Indenture shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder, reasonably and in good faith, in accordance with such advice.

(b) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, the Trustee may request a City Certificate, and such matter may be deemed to be conclusively proved and established by such City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative. The Trustee shall be entitled to conclusively rely upon the foregoing as sufficient evidence of the facts set forth herein. The execution of any City Certificate shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent thereto have occurred.

(c) The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13.

Section 9.6. **Compensation.**

The City hereby agrees to compensate the Trustee, from the amount collected each year for Annual Collection Costs and in the manner set forth in this section, for the Trustee's services as Trustee and as Paying Agent/Registrar. Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, which, with respect to ordinary fees and expenses incurred prior to an Event of Default hereunder, shall be transferred pursuant to a City Certificate and subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by such City

Certificate, and the Trustee shall have a lien therefor on any and all funds at any time held by it (other than the Rebate Fund) prior to any Bonds Similarly Secured then Outstanding. Following an Event of Default, the foregoing limitation on expenses shall not apply, however any such fees or expenses must be reasonable. The Trustee shall have the right to increase its fees as the cost of business dictates and as negotiated and subsequently approved by the City. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur liability, financial or otherwise, in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds and adequate indemnity against such risk or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund, subject to the limitations set forth herein, and shall be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder.

In the event that the Trustee renders any service not contemplated in this Indenture, or if any material controversy arises hereunder, or the Trustee is made a party to any litigation pertaining to this Indenture or the subject matter hereof, then the Trustee shall, subject to the limitations set forth herein, be compensated for such extraordinary services and any services or work performed by the Trustee in connection with any delay, controversy, litigation or event, and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. The right of the Trustee to compensation, fees, expense, and indemnification shall survive the release, discharge, and satisfaction of the Indenture, and the resignation or removal of the Trustee as set forth in Section 9.3(g) hereof.

Section 9.7. **Permitted Acts.**

The Trustee and its directors, officers, employees, or agents may become the Holder of or may in good faith buy, sell, own, hold and deal in Bonds Similarly Secured and may join in any action that any Holder of Bonds Similarly Secured may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Holders of Bonds Similarly Secured or to effect or aid in any reorganization growing out of the enforcement of the Bonds Similarly Secured or this Indenture, whether or not such committee shall represent the holders of a Quarter in Interest of the Bonds Similarly Secured.

Section 9.8. **Resignation of Trustee.**

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' notice, specifying the date when such resignation shall take effect, to the City and each Holder of any Outstanding Bonds Similarly Secured. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. **Removal of Trustee.**

The Trustee may be removed by giving not fewer than 30 days' notice, specifying the date when such removal shall take effect at any time by (i) the Holders of at least a Quarter in Interest of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Holders or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Holders of not less than 10% of the aggregate principal amount of Bonds Similarly Secured then Outstanding.

Section 9.10. **Successor Trustee.**

(a) If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

(b) If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Holders of at least a Quarter in Interest of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Holders or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

(c) Until such successor Trustee shall have been appointed by the Holders of the Bonds Similarly Secured, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Holder of any Outstanding Bonds Similarly Secured within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Holders of Bonds Similarly Secured.

(d) If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Holder of Bonds Similarly Secured may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process. Any duties and obligations of such predecessor Trustee shall thereafter cease and terminate, and the payment of the fees and expenses owed to the predecessor Trustee shall be paid in full.

(e) Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

(f) Each successor Trustee shall mail, in accordance with the provisions of the Bonds Similarly Secured, notice of its appointment, to any rating agency which, at the time of such appointment, is providing a rating on the Bonds Similarly Secured and each of the Holders of the Bonds Similarly Secured.

(g) The Trustee shall not be responsible or liable for the acts or omissions of any successor trustee, nor shall it be responsible or liable for any costs of appointment or transition of such successor trustee.

Section 9.11. **Transfer of Rights and Property to Successor Trustee.**

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor and upon receipt of its outstanding charges, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. **Merger, Conversion or Consolidation of Trustee.**

Any corporation or association into which the Trustee may be converted or merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national

banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. **Trustee To File Continuation Statements.**

The City will cause to be filed all appropriate financing statements, if any. If necessary, the Trustee, as directed in writing by the City, shall file or cause to be filed, at the City's expense, such continuation statements as may be delivered to the Trustee and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "*UCC*"), in order to continue perfection of the security interest and rights of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC. Unless otherwise notified in writing by the City or a Holder, the Trustee may conclusively rely upon the initial financing statements in filing any continuation statements hereunder. The Trustee shall have no responsibility to file financing statements or continuation statements other than to file continuation statements that are delivered to it.

If applicable, but immediately upon its receipt thereof, the City, or an authorized third-party representative thereof, shall deliver to the Trustee file-stamped copies of each UCC initial financing statement recorded in the jurisdictions applicable thereto.

The Trustee's UCC filing requirements are limited to those responsibilities as set forth in this Section 9.13.

Section 9.14 **Offering Documentation.**

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, financial report, or any other disclosure material prepared or distributed with respect to the Bonds Similarly Secured and shall have no responsibility for compliance with any State or federal securities laws in connection with the Bonds Similarly Secured.

Section 9.15 **Expenditure of Funds and Risk.**

None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of its rights or powers if the Trustee shall have reasonable grounds for believing that the repayment of such funds or indemnity against such risk or liability is not assured.

Section 9.16 **Environmental Hazards.**

The Trustee may inform any Holder of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and in such event, no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such

action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not been adequately indemnified.

The Trustee shall not be responsible or liable for the environmental condition related to the improvements to any real property or for diminution in value of the same, or for any claims by or on behalf of the Holders thereof as the result of any contamination by a hazardous substance, hazardous material, pollutant, or contaminant. The Trustee assumes no duty or obligation to assess the environmental condition of any improvements or with respect to compliance thereof under State or federal laws pertaining to the transport, storage, treatment, or disposal of hazardous substances, hazardous materials, pollutants, or contaminants or regulations, permits, or licenses issued under such laws.

Section 9.17. **Accounts, Periodic Reports and Certificates.**

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Holder or Holders of not less than 10% in principal amount of the Bonds Similarly Secured then Outstanding or their representatives duly authorized in writing.

Section 9.18. **Construction of Indenture.**

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Holders of the Bonds Similarly Secured. Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article IX.

Section 9.19 **Verifications of Statutory Representations and Covenants.**

The Trustee makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Indenture. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Indenture shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Indenture, notwithstanding anything in this Indenture to the contrary.

(a) *Not a Sanctioned Company*. The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Trustee and each of its parent company, wholly- or majority-

owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) *No Boycott of Israel*. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) *No Discrimination Against Firearm Entities*. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) *No Boycott of Energy Companies*. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

Section 9.20. **Attorney General Standing Letter**.

The Trustee represents that it has on file with the Texas Attorney General a standing letter addressing the representation and verifications in Section 9.19 of this Indenture in a form acceptable to the Texas Attorney General. The Trustee hereby agrees to provide the City with a copy of such letter not later than ten days prior to the Closing Date. In addition, if the Trustee has received notice from the Texas Comptroller of Public Accounts in connection with a review of their standing letter (or of an affiliate of the Trustee), the Trustee shall provide the City or Bond Counsel with written confirmation one day prior to the Closing Date (or on the Closing Date upon the reasonable request of the City or Bond Counsel) to the effect that it and/or its affiliate intends to timely comply with the Comptroller's request and that the applicable standing letter remains in effect and may be relied upon by the City.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. **Amendments Permitted.**

(a) This Indenture and the rights and obligations of the City and of the Holders of the Bonds Similarly Secured may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Holders of the Bonds Similarly Secured, or with the written consent without a meeting, of the Holders of the Bonds

Similarly Secured of at least a majority of the aggregate outstanding principal of the Bonds Similarly Secured at that time and City approval of such modification or amendment. No such modification or amendment shall (i) extend the maturity of any Bond Similarly Secured or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond Similarly Secured, without the express consent of the Holder of such Bond Similarly Secured, or (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds Similarly Secured (except as otherwise permitted by Applicable Laws and this Indenture), or (iii) reduce the percentage of Bonds Similarly Secured required for the amendment hereof. Any such amendment shall not modify any of the rights, immunities, indemnities or obligations of the Trustee without its prior written consent. In executing or accepting any Supplemental Indenture, the Trustee shall be fully protected in relying upon an opinion of qualified counsel addressed and delivered to the Trustee stating that (a) the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture, (b) the execution and delivery of will not adversely affect the exclusion from federal gross income of the interest on the Bonds Similarly Secured, and (c) such Supplemental Indenture will, upon the execution and delivery thereof, to be a valid and binding obligation of the City.

(b) This Indenture and the rights and obligations of the City and of the Holders may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Holders, only to the extent permitted by Applicable Laws, and only for anyone or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds Similarly Secured in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Holders of the Bonds Similarly Secured;

(iv) to provide for the issuance of Refunding Bonds, as set forth in Section 13.2 herein; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds Similarly Secured.

(c) Notwithstanding anything to the contrary herein, no Supplemental Indenture entered into in accordance with Section 10.1(b) above shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted

by and in compliance with this Indenture and will not adversely affect the: (i) interests of the Holders in any material respect, or (ii) exclusion of interest on any Bond Similarly Secured from gross income for purposes of federal income taxation.

Section 10.2. **Holders' Meetings.**

The City may at any time call a meeting of the Holders of the Bonds Similarly Secured. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. **Procedure for Amendment with Written Consent of Holders.**

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Holders for their consent thereto, if such consent is required pursuant to Section 10.1, shall be mailed by first class mail, by the Trustee to each Holder of Bonds Similarly Secured from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

(b) Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Holders as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds Similarly Secured for which such consent is given, which proof shall be such as is permitted by Section 11.6. Any such consent shall be binding upon the Holder of the Bonds Similarly Secured giving such consent and on any subsequent Holder (whether or not such subsequent Holder has notice thereof), unless such consent is revoked in writing by the Holder giving such consent or a subsequent Holder by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Holders of the required percentage of Bonds Similarly Secured shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Holders in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Holders of the required percentage of Bonds Similarly Secured and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Holders of all Bonds Similarly Secured at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court

of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4. **Procedure for Amendment Not Requiring Holder Consent.**

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a notice stating that the Supplemental Indenture does not require Holder consent, shall be mailed by first class mail by the Trustee to each Holder of Bonds Similarly Secured, but failure to mail copies of such Supplemental Indenture shall not affect the validity of the Supplemental Indenture. The Trustee shall retain the proof of its mailing of such notice. A record, consisting of the papers required by this Section 10.4, shall be proof of the matters therein stated until the contrary is proved.

(b) The Supplemental Indenture shall become effective upon the execution and delivery of such Supplemental Indenture by the Trustee and the City, and the Supplemental Indenture shall be deemed conclusively binding upon the City, the Trustee and the Holders of all Bonds Similarly Secured as of the date of such execution and delivery.

Section 10.5. **Effect of Supplemental Indenture.**

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Holders of Bonds Similarly Secured Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.6. **Endorsement or Replacement of Bonds Similarly Secured Issued After Amendments.**

The City may determine that Bonds Similarly Secured issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Holder of any Bonds Similarly Secured Outstanding at such effective date and presentation of his Bond Similarly Secured for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond Similarly Secured. The City may determine that new Bonds Similarly Secured, so modified as in the opinion of the City is necessary to conform to such Holders' action, shall be prepared, executed, and delivered. In that case, upon demand of the Holder of any Bonds Similarly Secured then Outstanding, such new Bonds Similarly Secured shall be exchanged at the designated office of the Trustee without cost to any Holder, for Bonds Similarly Secured then Outstanding, upon surrender of such Bonds Similarly Secured.

Section 10.7. **Amendatory Endorsement of Bonds Similarly Secured.**

The provisions of this Article X shall not prevent any Holder from accepting any amendment as to the particular Bonds Similarly Secured held by such Holder, provided that due notation thereof is made on such Bonds Similarly Secured.

Section 10.8. **Waiver of Default.**

Subject to Section 10.1, with the written consent of the Holders of at least a majority of the aggregate Outstanding principal of the Bonds Similarly Secured at that time, the Holders may waive compliance by the City with certain past defaults under this Indenture and their consequences. Any such consent shall be conclusive and binding upon the Holders and upon all future Holders. For the avoidance of doubt, any waiver given pursuant to this Section shall be subject to Section 11.5 hereof.

Section 10.9. **Execution of Supplemental Indenture.**

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. **Events of Default.**

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Major Improvement Area 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. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

(b) PURSUANT TO SECTION 11.7, THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. The Trustee shall sell Trust Estate assets, according to the appraised value thereof, beginning with the asset of the highest value and continuing such sales in the order of next succeeding most valuable asset until satisfaction of debts pertaining to the Outstanding Bonds Similarly Secured. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

(d) If an Event of Default shall have occurred and be continuing, the City, upon demand of the Trustee, shall surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers, and accounts of the City pertaining thereto, and including the rights and the position of the City, and to hold, operate, and manage the same, and from time to time make all needed repairs and improvements, as well as set up proper reserve for the payment of all proper costs and expenses, holding and managing the same, including (i) reasonable compensation to the Trustee, its agents, and counsel, (ii) any reasonable charges of the Trustee hereunder, (iii) any taxes and assessments and other charges prior to the lien of this of Indenture, and (iv) all expenses of such repairs and improvements. After payment in full of the foregoing, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns.

Section 11.3. **Restriction on Holder's Action.**

(a) No Holder shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has actual knowledge thereof or has been notified in writing as provided in Section 9.3(f), or of which by such Section it is deemed to have notice, (ii) such default has become an Event of Default and the Holders of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding and so affected by such Event of Default have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Holders have furnished to the Trustee 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 Major Improvement Area 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; Future Improvement Area 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.

(e) Future Improvement Area Bonds may be issued to fund and/or to reimburse the Developer for funding the costs of internal Future Improvement Area Improvements within a Future Improvement Area. The Developer may request that the City issue Future Improvement Area Bonds; provided, however, that no Future Improvement Area Bonds shall be issued unless such Future Improvement Area Bonds are made to mature on September 15 in each of the years in which they are scheduled to mature, and the applicable requirements in this Section 13.2(e) are met:

(i) The Trustee shall receive a certificate from the City Representative certifying that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in this Indenture or any indenture of trust authorizing the issuance of Future Improvement Area Bonds for the District;

(ii) The Trustee and the City shall receive a certificate from the Developer, through an authorized representative, certifying that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Developer contained in the Development and Construction Agreement and Financing Agreement applicable to the District or any continuing disclosure agreement entered into by the Developer relating to the District, unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by the Developer which defaults shall be cured) are disclosed in a certificate from the Developer to the City and the City Council

elects to proceed with the issuance of the Future Improvement Area Bonds regardless of the existence of such default or defaults;

(iii) The Trustee and the City shall receive a certificate from the Administrator certifying that there is no default by the Developer or any owner of more than five percent (5%) of the assessed parcels in the applicable Future Improvement Area for failure to pay special assessments or ad valorem taxes on assessed parcels in such Future Improvement Area owed by the Developer or such owner prior to the delinquency date thereof;

(iv) With respect to Future Improvement Area Bonds issued for the next subsequent Future Improvement Area following the issuance of the Bonds, the Trustee and the City shall receive a certificate from the Developer certifying that at least seventy-five percent (75%) of the assessed parcels in such Future Improvement Area, for which Future Improvement Area Bonds will be issued, are under contract with merchant builder(s) or real estate developer(s) for sale to end users;

(v) With respect to Future Improvement Area Bonds issued for the Future Improvement Areas thereafter:

i. the Trustee and the City shall receive a certificate from the Developer certifying that (A) a certificate of occupancy for completed homes has been issued for at least forty percent (40%) of the lots or residential units, as applicable, in the preceding Improvement Areas, and (B) at least seventy-five percent (75%) of the residential lots to be assessed in such Future Improvement Area, for which Future Improvement Area Bonds will be issued, are under contract with merchant builder(s) or real estate developer(s) for sale to end users; and

ii. the Trustee and City shall receive an appraisal delivered by an independent appraiser evidencing that the Value to Lien Ratio of each individual assessed parcel in the Future Improvement Area for which Future Improvement Area Bonds will be issued is not less than 4:1, together with a certificate of a City Representative or the Administrator stating the 4:1 test is met, on which the Trustee may conclusively rely.

The requirements in Sections 13.2(e)(iv) and 13.2(e)(v) shall not apply to bonds issued for the Major Improvement Area Authorized Improvements or to Future Improvement Area Bonds issued for Future Improvement Areas consisting solely of non-residential development. The Trustee may conclusively rely on each certificate, appraisal, and other document delivered under this Section 13.2(e), and shall have no duty to verify the accuracy of, to determine satisfaction of, or to monitor or enforce, any condition to the issuance of Future Improvement Area Bonds, and no responsibility for such issuance.

Section 13.3. **Books of Record.**

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealings, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, and the Bonds Similarly Secured.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. **Trust Irrevocable.**

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds Similarly Secured that are secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. **Satisfaction of Indenture.**

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, principal of and interest on all of the Bonds Similarly Secured, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds Similarly Secured have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Holders of such Bonds Similarly Secured, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds Similarly Secured has been paid so that the City may determine if this Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder as directed in writing by the City.

Section 14.3. **Bonds Similarly Secured Deemed Paid.**

(a) Any Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding within the meaning of this Indenture (a "*Defeased Debt*"), and particularly this Article XIV, when payment of the principal of, premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such

payment, (A) money sufficient to make such payment or (B) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds Similarly Secured with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds Similarly Secured. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds Similarly Secured on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

(b) Any determination not to redeem Defeased Debt that is made in conjunction with the payment arrangements specified in Sections 14.3(a)(1) or 14.3(a)(2) shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the Defeased Debt for redemption; (2) the City gives notice of the reservation of that right to the Holders of the Defeased Debt immediately following the defeasance; (3) the City directs that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (4) at or prior to the time of the redemption, the City satisfies the conditions of clause (a) of this Section 14.3 with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

ARTICLE XV

MISCELLANEOUS

Section 15.1. **Benefits of Indenture Limited to Parties.**

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Holders, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Holders and the Trustee. This Indenture sets forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written.

Section 15.2. **Successor is Deemed Included in All References to Predecessor.**

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof,

and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. **Execution of Documents and Proof of Ownership by Holders.**

(a) Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Holders may be in one or more instruments of similar tenor, and shall be executed by Holders in person or by their attorneys duly appointed in writing.

(b) Except as otherwise expressly provided herein, the fact and date of the execution by any Holder or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

(c) Except as otherwise herein expressly provided, the ownership of registered Bonds Similarly Secured and the amount, maturity, number, and date of holding the same shall be proved by the Register.

(d) Any request, declaration or other instrument or writing of the Holder of any Bond Similarly Secured shall bind all future Holders of such Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. **No Waiver of Personal Liability.**

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds Similarly Secured; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. **Notices to and Demands on City and Trustee.**

(a) Except as otherwise expressly provided herein, all notices or other instruments required or permitted under this Indenture shall be in writing and shall delivered by hand or mailed by first class mail, postage prepaid, and addressed as follows:

If to the City	City of Georgetown, Texas 808 Martin Luther King Jr. St. Georgetown, Texas 78626 Attn: City Manager Telephone: 512-930-3652 Email: ms@georgetowntexas.gov

If to the Trustee Or the Paying Agent/Registrar	UMB Bank, N.A., 6034 West Courtyard Drive, Suite 225 Austin, Texas 78730 Attn: Robert Rodriguez Telephone: 512-582-5859 Email: Robert.Rodriguez@umb.com

(b) Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

(c) Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(d) The Trustee shall mail to each Holder of a Bond Similarly Secured notice of (1) any substitution of the Trustee; or (2) the redemption or defeasance of all Outstanding Bonds Similarly Secured.

(e) The Trustee agrees to accept and act upon instructions or directions, including funds transfer instructions ("*Instructions*") given pursuant to the governing documents sent in writing by Electronic Means. "Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("*Authorized Officers*"), which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's reasonable understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees (i) to assume all risks arising out of the use of such Electronic

Means to submit instructions and directions in writing to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 15.6. **Partial Invalidity.**

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds Similarly Secured pursuant thereto irrespective of the fact that anyone or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. **Applicable Laws; Jurisdiction.**

THIS INDENTURE SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED, AND IF LEGAL ACTION IS NECESSARY BY EITHER PARTY WITH RESPECT TO THE ENFORCEMENT OF ANY TERM OF THIS INDENTURE, EXCLUSIVE VENUE FOR SAME SHALL LIE IN THE COURTS OF WILLIAMSON COUNTY, TEXAS. BY EXECUTING THIS INDENTURE, EACH PARTY HERETO EXPRESSLY (a) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION AND VENUE CONSISTENT WITH THE PREVIOUS SENTENCE, (b) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS AND DEFENSES THAT SUCH JURISDICTION AND VENUE ARE NOT PROPER OR CONVENIENT, AND (c) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW.

Section 15.8. **Payment on Business Day.**

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds Similarly Secured or the date fixed for redemption of any Bonds Similarly Secured or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. **Counterparts.**

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. **Electronic Storage.**

The parties agree that the transaction described herein may be conducted and related documents may be stored by Electronic Means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed as of the date hereof.

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

Attest:

_____
Robyn Densmore, City Secretary

(CITY SEAL)

City Signature Page to Indenture of Trust

UMB Bank, N.A.,
as Trustee

By: _____
Authorized Officer

Trustee Signature Page to Indenture of Trust

(THIS PAGE IS INTENTIONALLY LEFT BLANK)

APPENDIX C

FORM OF SERVICE AND ASSESSMENT PLAN

Heirloom Public Improvement District

PRELIMINARY SERVICE AND ASSESSMENT PLAN

SEPTEMBER 8, 2026

TABLE OF CONTENTS

Table of Contents 1
Introduction 2
Section I: Definitions 4
Section II: The District 11
Section III: Authorized Improvements 11
Section IV: Service Plan 14
Section V: Assessment Plan 15
Section VI: Terms of the Assessments 17
Section VII: Assessment Roll 23
Section VIII: Additional Provisions 23
List of Exhibits 25
List of Appendicies 26
Exhibit A – District/Major Improvement Area Legal Description 27
Exhibit B – District/Major Improvement Area Boundary Map 44
Exhibit C – Authorized Improvements 45
Exhibit D – Service Plan – Five Year Plan 46
Exhibit E – Service Plan – Sources and Uses 47
Exhibit F – Major Improvement Area Assessment Roll 48
Exhibit G – Major Improvement Area Annual Installments 49
Exhibit H – District Estimated Buildout Value 50
Exhibit I – Maps of Authorized Improvements 51
Exhibit J – Lot Type Classification Map 56
Exhibit K – Notice of PID Assessment Termination 57
Exhibit L – Buyer Disclosures 60
Appendix A – Engineer's Report 59

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 August 26, 2025 the City Council took the following actions:

- The City Council passed and approved Ordinance No. 2025-45 which (i) annexed into the corporate boundaries of the City approximately 620 acres of land (the "Property") which is more particularly described by metes and bounds on **Exhibit A** and by sketch on **Exhibit B**, and (ii) approved a Planned Unit Development zoning classification and plan for the Property (the "ANX-PUD Ordinance"). The ANX-PUD Ordinance was recorded in the Official Public Records of Williamson County, Texas on_____.
- The City Council passed and approved Resolution No. 082625-5.P. authorizing the creation of the District over the Property, in accordance with the PID Act which authorization was effective upon publication as required by the PID Act. The resolution was recorded in the Official Public Records of Williamson County, Texas on September 3, 2025 as Document No. 2025069384. The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of the property within the District.
- The City Council passed and approved Resolution No. 082625-6.M, approving the Development and Construction Agreement and the resolution was recorded in the Official Public Records of Williamson County as Document No. 2026023941 on March 3, 2026.

On March 19, 2026, a Preliminary Plat for the District was approved by the City (City Project NO. 2025-10-PP-20260318).

On _____,2026, the City adopted Resolution No. _____ approving the First Amendment to Development and Construction Agreement (Heirloom).

On _____,2026, the City adopted Ordinance No._____ approving this Service and Assessment Plan and the Major Improvement Area Assessment Roll for the Heirloom Public Improvement District.

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 Major Improvement Area 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.

"**ANX-PUD Ordinance"** means Ordinance No. 2025-45 passed and approved by the City on August 26, 2025.

"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 the 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, including the Major Improvement Area Assessment Roll, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, if issued, or in connection with any Annual Service Plan Update.

"Authorized Improvements" means Public Improvements authorized by Section 372.003 of the PID Act, including District Formation Expenses, First Year Annual Collections Costs (as described

in **Section III (E)** herein), and Bond Issuance Costs, if PID Bonds are issued, as more specifically described in **Section III.**

"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. 082625-5.P, approved by the City Council on, 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 Heirloom East TX, LLC. and HeirloomTX, LLC., collectively, and any successor developer of property within the District, or any portion thereof.

"Development and Construction Agreement" means that certain Development and Construction Agreement (Heirloom) between the City, the Georgetown Independent School District, and the Developer approved by the City Council via Resolution No. 082625-6.M and effective as of_____, as amended by the First Amendment to Development and Construction Agreement (Heirloom) approved by the City Council via Resolution No._____ and effective as of _____, 2026.

"District" means the Heirloom Public Improvement District containing approximately 622.525 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B**.

"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 determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

"Financing Agreement" means that certain "PID Construction, Financing and Reimbursement Agreement Heirloom Public Improvement District between the City, Georgetown Independent School District, Heirloom East TX, LLC and HEIRLOOM TX, LLC dated to be effective _____.

"Future Improvement Areas" means a distinct portion of the Major Improvement Area described by metes and bounds and developed as an individual improvement area which such area(s) to be described, designated, and subject to separate Assessments levied in the future to fund Future Improvement Area Improvements.

"Future Improvement Area Improvements" mean those Authorized Improvements which will confer a special benefit solely on the related Future Improvement Area.

"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 respective Owner consenting to the levy of the Assessments dated ____, ____, as may be further amended.

"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 shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as calculated by the Administrator and confirmed and approved by the City Council.

"Major Improvement Area" means approximately 622.525 acres located within the District, as shown on **Exhibit B** and more specifically described in **Exhibit A**.

"Major Improvement Area Annual Installment" means the annual installment payment of the Major Improvement Area Special Assessment as calculated by the Administrator and approved by the City Council that may include: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest, if PID Bonds are issued.

"Major Improvement Area Assessed Property" means any Parcel within the Major Improvement Area against which a Major Improvement Area Special Assessment is levied.

"Major Improvement Area Assessment Roll" means the assessment roll for the Major Improvement Area 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.

"Major Improvement Area Authorized Improvements" means, collectively, the Major Improvement Area Improvements, the First Year Annual Collection Costs allocable to the Major Improvement Area, and the Bond Issuance Costs related to the Major Improvement Area Bonds.

"Major Improvement Area Bonds" means those certain "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)", that are payable as provided in the Indenture relating to such bonds.

"Major Improvement Area Improvements" mean Authorized Improvements which only benefit Major Improvement Area Assessed Property as described in **Section III** and as shown on **Exhibit I**.

"Major Improvement Area Special Assessment" means an Assessment levied against Assessed Property within the Major Improvement Area and imposed pursuant to an Assessment Ordinance, as shown on the Major Improvement Area Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Maximum Assessment" means for each Lot Type within the District, at the time a new Lot is created by plat an Assessment equal to the amount calculated pursuant to **Section VI.A**. Maximum Assessment for future Improvement Areas will be determined in future Annual Service Plan updates.

"Non-Assessed Property" means approximately 121.86 acres of land located within the District against which a portion of the costs of the Major Improvement Area Improvements are

apportioned based on special conferred benefit which costs will be paid by the Developer without reimbursement from the City.

"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.

"Owners" mean Heirloom East TX, LLC., Heirloom1 Communities Tx, LLC., HeirloomTX, LLC., and Georgetown Independent School District, and any successor owner of property within the District, or any portion thereof.

"Parcel(s)" means a property within the boundaries of the District, identified by either a tax map identification number assigned by the 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 Bonds" mean any bonds issued in accordance with the PID Act, if applicable, that are secured by Assessments.

"Preliminary Plat" means that certain Preliminary Plat for a portion of the Property (361.85 acres) and the entire length of the Primary Collector approved by the City on March 19, 2026 (City Project No. 2025-10-PP-20260318).

"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.

"Property" means the approximately 622.525 acres of land which is more particularly described by metes and bounds on **Exhibit A** and by sketch on **Exhibit B.**

"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**.

"Trigger Date" means, for each Parcel, the earlier of: (1) the date a final plat is filed and recorded in the real property records of the County which creates the Parcel, or (2) the date PID Bonds, if issued, secured by Assessments levied on the Parcel are issued. If the Trigger Date occurs on or before July 31st of the then current year, then Assessments will be due the January 31st of the following year. If the Trigger Date occurs after July 31st of the then current year, then the Assessments will be due on the second January 31st following the Trigger Date. Collection of the Annual Installments will in no case occur later than the two-year anniversary date of the levy of Assessments on the Parcel.

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

SECTION II: THE DISTRICT

The District includes approximately 622.525 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B**. Development of the District is governed by the ANX-PUD Ordinance and the Development and Construction Agreement. The District is to be developed as a mixed-use project. In general, the maximum number of residential units is 3,600 (unless an area reserved for school purposes is not developed as such, in which case the maximum number of residential units can increase by not more than 375 additional residential units). A variety of residential housing types and sizes are allowed, with maximum units by scale and maximum and minimum unit counts set forth in the ANX-PUD Ordinance. The ANX-PUD Ordinance requires 200,000 square feet of land to be used for commercial purposes to support the residential uses in the District and allows a variety of multifamily uses. Also included are associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to property within the District.

The Major Improvement Area includes approximately 622.525 acres as more particularly described on **Exhibit A** and depicted on **Exhibit B.** Development of the Major Improvement Area is anticipated to contain 1,333 single-family homes, 100 Townhome units, 116 Courtyard units, 100 Build-to-Rent units, 1,250 Multi-Family units, and 255,000 square feet of commercial space.

It is anticipated there will be additional Future Improvement Areas within the District. As the Future Improvements Areas are developed and in connection with the issuance of any PID Bonds, or the levy of Assessments in Future Improvement Areas pursuant to the Financing Agreement, 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. Major Improvement Area Improvements will be designed and constructed in accordance with City standards and will be owned and operated by the City once accepted unless specifically stated below. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C**.

A. Major Improvement Area Improvements

- Streets

  With Phase 1, primary access to the District will be provided via the Heirloom Pkwy. extension, which will continue on the west side of Williams Drive opposite of the

existing section of Parmer Ranch Blvd. built with the Parmer Ranch Development. The Heirloom Pkwy. collector will then continue across the site, intersect with CR 248, and turn south before tying into the planned expanded section of Ronald Reagan Blvd. The subsequent residential phases of the development will branch off Heirloom Pkwy. for access. The collector will utilize a 96' ROW with a 4-lane divided 50' pavement section and 10' sidewalks on either side. Road section design is described in the Planned Unit Development Zoning Ordinance 2025-45-PUD. Proposed streets have been designed to urban standards consisting of concrete curb and gutter and will be designed with a flexible pavement section consisting of prepared subgrade, crushed limestone base, and hot mix asphaltic concrete (HMAC) pavement surface. The pavement recommendations can be found in the Heirloom tract Geotechnical Investigation reports prepared by MLA Geotechnical dated November 2025. The proposed street network meets City of Georgetown horizontal and vertical geometric design criteria. Ten-foot sidewalks with ADA ramps will be constructed along the collector on both sides of the street and will be constructed following standard specifications and details. Signage, valley gutters, excavation, embankment, clear and grub, and testing are also included within these improvements. See Heirloom Tract Phase 1 Construction plans prepared by Gray Civil for additional design information and street cross sections.

- Water

  The District will be served water by the City of Georgetown. An existing 24" line is located on the east side of CR 248, an existing 30" line is located on the south side of Ronald Reagan Blvd, and an existing 12" line is located on the west side of RM 2338. As part of the subdivision improvements, an 12" waterline is proposed to be constructed down the Parmer Ranch Blvd ROW and connected to the existing 30" waterline. The northern portion of the site will be served by a proposed 12" line to be connected to the existing 12" line. Water will be provided to the individual lots by proposed 8-inch and 12-inch water lines located within the public ROW. Utility line sizing is preliminary in nature and will ultimately depend on recommendation from GUS and their water model.

- Wastewater

  The portion of the District that generally slopes from northeast to southwest will gravity flow via a proposed 12" trunk line into an existing manhole offsite to the southwest corner of the site and to the existing Nolina lift station. A lift station will be constructed at the northeast corner for the remainder of the site and wastewater flows will be pumped back to an existing manhole connection to a 12" gravity wastewater line along RM 2338 via a force main. Phase 1 will include the construction of the 12" main trunk line through the site, while 8" local lines will be added with future phases.

Internal wastewater utilities will be typically located within the proposed right-of-way's standard assignments as established by the City of Georgetown. Internal water mains will be located outside of the pavement within the right-of-way per GUS standard assignment. The internal lines will be constructed in accordance with the GUS water and wastewater system design criteria and specifications. Improvements include trench excavation and embedment, trench safety, piping, valves, hydrants, manholes, service connections, testing, related earthwork, erosion controls and all necessary appurtenances.

- Drainage

  Stormwater runoff generated within the development will be conveyed by a system of curb and gutters, inlets, storm drains, channels, and ponds before being released into a tributary of either the North Fork San Gabriel River to the south or Berry Creek to the east, and onto neighboring properties. The drainage study performed for the preliminary plat utilizes the NRCS method to determine peak flow runoff for the 2-, 10-, 25-, and 100-year storms. The site is entirely within the Edwards Aquifer Contributing Zone and will therefore be required to provide water quality treatment and submit a related Contributing Zone Plan to TCEQ for all construction plan submittals.

  Most of the District generally slopes in a southerly direction and is bisected by a small tributary of the North Fork San Gabriel River, conveying offsite flows through the site. This tributary constitutes roughly 22.5 acres of existing calculated non-FEMA floodplain on the site and will necessitate two main culvert/bridge crossings. The portion of the District that flows to the northeast includes the 1 acre of FEMA zone A floodplain and constitutes a tributary to Berry Creek. Water Quality best management practices will be used to meet both the TCEQ's 80% TSS removal requirements along with the City of Georgetown's 85% removal requirement. Detention will be provided to reduce developed flows to pre-developed conditions for the 2, 10, 25, and 100-yr storm events.

  Drainage improvements include trench excavation and embankment, trench safety, piping, manholes, junction boxes, inlets, headwalls, channels, and associated outflow structures, testing, related earthwork, and erosion controls.

- Parkland

  The improvements to the parkland include the construction of a 10' wide paved hike and bike trail built to ADA standards along with associated benches and lighting. There will also be a network of bench cut, natural surface trails woven throughout the parkland/floodplain area.

- Soft Costs

Costs related to designing, constructing, installing, and financing the PID Improvements, including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, district formation costs, landscaping and other PID costs incurred and paid by the developer.

C. District Formation Expenses

Costs incurred creating the District, including attorney fees, consultant fees, and other fees and expenses related to formation of the District and the levy of Assessments.

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 1st 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 must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District.

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

SECTION V: ASSESSMENT PLAN

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

- The Major Improvement Area Improvements are allocated entirely to the Major Improvement Area 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, a Future Improvement Area is developed and the issuance of additional PID 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

Major Improvement Area Assessments will be levied on the Major Improvement Area Assessed Property as shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit F**. The projected Major Improvement Area Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update**.**

When, and if, a Future Improvement Area is developed and the levy of Assessments on a Future Improvement Area is contemplated, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installment associated with the costs of Future Improvement Area Improvements on each Lot located within the Future Improvement Area. The Assessment shall not exceed the benefit received by the Assessed Property. Prior to the Trigger Date for the collection of Annual Installments for a given Future Improvement Area Parcel, the Annual Collection Costs shall be billed and collected in the same manner as Annual Installments in the amounts set forth in each Annual Service Plan Update. Following the Trigger Date for the collection of Annual Installments, 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.

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 Major Improvement Area Authorized Improvements equals $20,950,323 as shown on **Exhibit C**; and
- The Major Improvement Area Assessed Property receives special benefit from Major Improvement Area Authorized Improvements equal to or greater than the Actual Costs of the Major Improvement Area Authorized Improvements; and
- Major Improvement Area Assessed Property will be allocated 100% of the Major Improvement Area Assessments levied on the Major Improvement Area Assessed Property for Major Improvement Area Authorized Improvements, which equal $20,895,000, as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit F;** and

- The special benefit (≥$20,950,323) received by the Major Improvement Area Assessed Property from the Major Improvement Area Authorized Improvements is greater than or equal to the amount of the Major Improvement Area Assessments ($20,895,000) levied on the Major Improvement Area Assessed Property for the Major Improvement Area Authorized Improvements; and
- At the time the City Council approved the Assessment Ordinance, the Owners owned 100% of Major Improvement Area. In a Landowner Certificate, each Owner acknowledged that the Major Improvement Area Authorized Improvements confer a special benefit on Major Improvement Area Assessed Property and consented to the imposition of the Major Improvement Area Assessments to pay for the Actual Costs associated therewith. The Owners ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Major Improvement Area Assessments on the Major Improvement Area Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. Prior to the Trigger Date for the collection of Annual Installments for a given Parcel, the Annual Collection Costs shall be billed and collected in the same manner as Annual Installments in the amounts set forth in each Annual Service Plan Update. Following the Trigger Date for the collection of Annual Installments, 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 PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. If applicable, 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 Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The 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 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 Remaining Property.

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

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

Notwithstanding the previous paragraphs in this subsection (F), if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value

requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection (F), the Assessments shall not, however, be reduced to an amount less than the 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 Major Improvement Area 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 L**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in its entirety.

LIST OF EXHIBITS

Exhibit A	District/ Major Improvement Area Legal Description
Exhibit B	District/ Major Improvement Area Boundary Map
Exhibit C	Authorized Improvements
Exhibit D	Service Plan – Five Year Plan
Exhibit E	Service Plan – Sources and Uses
Exhibit F	Major Improvement Area Assessment Roll
Exhibit G	Major Improvement Area Annual Installments
Exhibit H	District Estimated Buildout Value
Exhibit I	Map of Authorized Improvements
Exhibit J	Lot Type Classification Map
Exhibit K	Notice of PID Assessment Termination
Exhibit L	Buyer Disclosures

LIST OF APPENDICIES

Appendix A Engineer's Report

EXHIBIT A – DISTRICT/MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

361.943 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 361.943 ACRES (APPROXIMATELY 15,766,246 SQ. FT.) IN THE CHARLES H. DELANEY SURVEY NO.11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 362.01 ACRE TRACT CONVEYED TO GVM III, LLC IN A SPECIAL WARRANTY DEED DATED JANUARY 30, 2019 AND RECORDED IN DOCUMENT NO. 2019009671 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 361.943 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of Ronald Reagan Boulevard (right-of-way width varies) as described in Document No. 2006073735 of the Official Public Records of Williamson County, Texas, being the southernmost southeast corner of the said 362.01 acre tract, being also the southwest corner of Lot 5, Block F, Wade Crossing Phase 1, a subdivision recorded in Cabinet T, Slide 61 of the Plat Records of Williamson County, Texas;

THENCE with the north right-of-way line of Ronald Reagan Boulevard and the south line of the said 362.01 acre tract, the following thirteen (13) courses and distances:

1. South 64°21'56" West, a distance of 61.85 feet to a 1/2" rebar with "RPLS 5784" cap found;
2. With a curve to the left, having a radius of 8650.00 feet, a delta angle of 04°26'04", an arc length of 669.48 feet, and a chord which bears South 62°20'34" West, a distance of 669.31 feet to a 1/2" rebar with "PBSJ" cap found;
3. North 30°06'18" West, a distance of 9.99 feet to a 1/2" rebar with "PBSJ" cap found;
4. With a curve to the left, having a radius of 8670.00 feet, a delta angle of 01°28'05", an arc length of 222.14 feet, and a chord which bears South 59°23'20" West, a distance of 222.14 feet to a 1/2" rebar with "RPLS 5784" cap found;
5. South 58°39'00" West, a distance of 254.37 feet to a 1/2" rebar with "PBSJ" cap found;

6. North 31°40'32" West, a distance of 9.94 feet to a 1/2" rebar with "PBSJ" cap found;

7. South 58°39'01" West, a distance of 1518.07 feet to a 1/2" rebar with "PBSJ" cap found;

8. South 31°34'30" East, a distance of 20.03 feet to a 1/2" rebar with "PBSJ" cap found;

9. South 58°39'20" West, a distance of 1706.47 feet to a 1/2" rebar with "PBSJ" cap found;

10. North 32°01'03" West, a distance of 9.97 feet to a 1/2" rebar with "PBSJ" cap found;

11. South 58°40'41" West, a distance of 382.01 feet to a 1/2" rebar with "PBSJ" cap found;

12. South 31°19'19" East, a distance of 10.14 feet a cotton spindle "Early Boundary" washer set;

13. South 58°40'41" West, a distance of 42.16 feet to a 1/2" rebar with "PBSJ" cap found for the southwest corner of said 362.01 acre tract, being the southeast corner of a 523.521 acre tract described in Document No. 2022010857 of the Official Public Records of Williamson County, Texas;

THENCE with the west line of said 362.01 acre tract and the east line of said 523.521 acre tract, the following six (6) courses and distances:

1. North 20°51'09" West, a distance of 1031.61 feet to a 1/2" rebar found in the west side of a live oak tree;

2. North 27°20'27" West, a distance of 238.87 feet to a 1/2" rebar with illegible cap found;

3. North 20°43'00" West, a distance of 451.23 feet to a 1/2" rebar with illegible cap found;

4. North 20°44'15" West, a distance of 766.10 feet to a 1/2" rebar with illegible cap found;

5. North 64°38'15" East, a distance of 15.94 feet to 1/2" rebar found;

6. North 21°03'54" West, a distance of 2128.29 feet to a 1/2" rebar with "RPLS 5784" cap found for the northwest corner of said 362.01 acre tract;

THENCE North 68°43'41" East, with the north line of the 362.01 acre tract and the south line of the 523.521 acre tract, passing a 1/2" rebar with "Bury" cap found at a distance of 729.11 feet and continuing for a total distance of 3065.64 feet to a 1/2" rebar found in the southwest right-of-way line of County Road 248, being the northeast corner of the said 362.01 acre tract, being the easternmost corner of the said 523.521 acre tract;

THENCE with the west right-of-way line of County Road 248 and the east line of the said 362.01 acre tract, the following five (5) courses and distances:

1. South 64°44'40" East, a distance of 923.60 feet to a 1/2" rebar found;
2. South 40°32'58" East, a distance of 91.06 feet to a 1/2" rebar found;
3. South 15°30'30" East, a distance of 728.47 feet to a 6" x 6" square metal fence post;
4. South 38°36'41" East, a distance of 440.03 feet to a 1/2" rebar found;
5. South 60°43'49" East, a distance of 359.07 feet to a 1/2" rebar in concrete found for a southeast corner of the said 362.01 acre tract, being an angle point in the north line of Lot 36, Block F, of said Wade Crossing Phase 1, from which a 1/2" rebar found for angle point in the south right-of-way line of County Road 248, being the northeast corner of Lot 36, bears North 14°44'57" East, a distance of 21.45 feet;

THENCE with the common line of the said 362.01 acre tract, said Wade Crossing Phase 1 and Wade Crossing Phase II, a subdivision recorded in Cabinet V, Slide 227 of the Plat Records of Williamson County, Texas, the following ten (10) courses and distances:

1. South 68°42'08" West, a distance of 700.14 feet to a 1/2" rebar with "Diamond" cap found for the northwest corner of said Lot 36, Block F, of said Wade Crossing Phase 1;
2. South 21°17'04" East, a distance of 160.18 feet to a 1/2" rebar found for the southwest corner of said Lot 36, being the northwest corner of Lot 32, Block F, of said Wade Crossing Phase II;
3. South 21°02'35" East, a distance of 157.37 feet to a 1/2" rebar with illegible cap found for the northwest corner of Lot 31, Block F, of said Wade Crossing Phase II;
4. South 21°13'20" East, a distance of 231.14 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 31, being the northwest corner of Lot 30, Block F, of said of said Wade Crossing Phase II;

5. South 21°10'18" East, a distance of 244.21 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 30, being the northwest corner of Lot 29, Block F, of said Wade Crossing Phase II;

6. South 21°13'23" East, a distance of 296.63 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 29;

7. South 21°15'05" East, a distance of 130.36 feet to a mag nail in concrete found for the southwest corner of Lot 28, Block F, of said Wade Crossing Phase II, from which a 1/2" rebar found, bears North 13°10'21" East, a distance of 0.72 feet;

8. North 69°15'03" East, a distance of 249.83 feet to a 1/2" rebar with illegible cap found for the southeast corner of said Lot 28, being the southwest corner of Lot 27, Block F, of said Wade Crossing Phase II;

9. North 69°12'00" East, a distance of 1231.49 feet to a 1/2" rebar found for the southeast corner of Lot 9, Block F, of said Wade Crossing Phase II;

10. South 17°40'36" East, a distance of 407.67 feet to the **POINT OF BEGINNING**, containing an area of 361.943 acres, more or less.

Surveyed on the ground on March 30, 2023

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE

3/31/23

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

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

112.041 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 112.041 ACRES (APPROXIMATELY 4,880,523 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 112.041 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the south line of said 113.5 acre tract, same being the south line of said Lot 5, being also in the north line of a 50 acre tract described in Volume 353, Page 94 of the Deed Records of Williamson County, Texas;

THENCE South 69°10'58" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said 50 acre tract, a distance of 374.52 feet to a 1/2" rebar with "Steger Bizzell" cap found for the northernmost northeast corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas;

THENCE South 69°08'50" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, a distance of 1407.11 feet to a 1/2" rebar found;

THENCE South 69°20'01" West, continuing with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, passing

at a distance of 1659.17 feet a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of said Lot 1, also being the northeast corner of a 1.43 acre right-of-way dedication shown on said G.I.S.D. West Side subdivision, passing at an additional distance of 23.47 feet a 1/2" rebar with "Steger Bizzell" cap found for the northwest corner of said 1.43 acre right-of-way dedication and continuing, in all, a total distance of 1730.44 feet to a calculated point in the center of the existing pavement of County Road 248;

THENCE with the centerline of the existing pavement of County Road 248, as approximated by the following courses and distances:

1. North 65°57'11" West, a distance of 456.27 feet to a calculated point;
2. North 67°52'24" West, a distance of 1147.05 feet to a calculated point;
3. North 60°21'36" West, a distance of 78.43 feet to a calculated point for the northwest corner of said 113.5 acre tract, being in the north line of said Lot 5;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, a distance of 45.32 feet to a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, also being the southwest corner of Block B of said West Ridge Subdivision Section One;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, and the south line of said Block B, West Ridge Subdivision Section One, and Block B, West Ridge Subdivision Section Two, a subdivision of record in Cabinet Q, Slide 82, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Three, a subdivision of record in Cabinet Q, Slide 84, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Four, a subdivision of record in Cabinet Q, Slide 311, of the Plat Records of Williamson County, Texas, a distance of 4632.80 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, being the southwest corner of a 20' right-of-way dedication shown on said West Ridge Subdivision Section Four;

THENCE North 68°39'29" East, with the right-of-way line of Ranch Road 2338 and the north line of said 113.5 acre tract, same being the north line of said Lot 5, passing at a distance of 18.99 feet to 1/2" rebar found, and continuing, in all, a total distance of 20.00 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, from which:

- a concrete highway monument found for a point of tangency in the west right-of way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 1814.24 feet,

- a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 63.67 feet, and North 67°45'34" East, a distance of 80.00 feet;

THENCE crossing said 113.5 acre tract with the west right-of-way line of Ranch Road 2338, the following courses and distances:

1. South 22°14'26" East, a distance of 962.43 feet to a calculated point for a point of curvature, from which a disturbed concrete highway monument found, bears South 67°45'34" West, a distance of 1.30 feet;

2. With a curve to the right, having a radius of 11419.16 feet, a delta angle of 01°14'47", an arc length of 248.41 feet, and a chord which bears South 21°33'43" East, a distance of 248.40 feet to the **POINT OF BEGINNING**, containing an area of 112.271 acres, for a net acreage of 112.041 acres of land, more or less, *of which approximately 1.375 acres lies between the fence and the center of the existing pavement of County Road 248.*

SAVE AND EXCEPT TRACT

A DESCRIPTION OF 10,000 SQ. FT. IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10,000 SQ. FT. MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, being the southwest corner of Lot 4, Block B of the said West Ridge Subdivision Section One, being also in the north line of the said 113.5 acre tract;

THENCE South 67°22'36" East, crossing the said 113.5 acre tract, a distance of 1307.76 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found for **THE POINT OF BEGINNING**, being the apparent west corner of the said 10,000 sq. ft. tract;

- a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 63.67 feet, and North 67°45'34" East, a distance of 80.00 feet;

THENCE crossing said 113.5 acre tract with the west right-of-way line of Ranch Road 2338, the following courses and distances:

1. South 22°14'26" East, a distance of 962.43 feet to a calculated point for a point of curvature, from which a disturbed concrete highway monument found, bears South 67°45'34" West, a distance of 1.30 feet;

2. With a curve to the right, having a radius of 11419.16 feet, a delta angle of 01°14'47", an arc length of 248.41 feet, and a chord which bears South 21°33'43" East, a distance of 248.40 feet to the **POINT OF BEGINNING**, containing an area of 112.271 acres, for a net acreage of 112.041 acres of land, more or less, *of which approximately 1.375 acres lies between the fence and the center of the existing pavement of County Road 248.*

SAVE AND EXCEPT TRACT

A DESCRIPTION OF 10,000 SQ. FT. IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10,000 SQ. FT. MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, being the southwest corner of Lot 4, Block B of the said West Ridge Subdivision Section One, being also in the north line of the said 113.5 acre tract;

THENCE South 67°22'36" East, crossing the said 113.5 acre tract, a distance of 1307.76 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found for **THE POINT OF BEGINNING**, being the apparent west corner of the said 10,000 sq. ft. tract;

THENCE continuing across the said 113.5 acre tract with the apparent perimeter of the said 10,000 sq. ft. tract, the following courses and distances:

1. North 22°37'24" East, a distance of 100.00 feet to a calculated point;
2. South 67°22'36" East, a distance of 100.00 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found;
3. South 22°37'24" West, a distance of 100.00 feet to a calculated point, from which a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, being the northeast corner of a 1.43 acre right-of-way dedication shown on the said G.I.S.D. West Side subdivision, also being in the south line of the said 113.5 acre tract bears, South 68°38'13" East, a distance of 292.54 feet;
4. North 67°22'36" West, a distance of 100.00 feet the **POINT OF BEGINNING**, containing 10,000 sq. ft., more or less.

Surveyed on the ground on December 30, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE-125 AC

01/02/2025
Date

John L. Briley
Registered Professional Land Surveyor
State of Texas No. 7070

STATE OF TEXAS
REGISTERED
JOHN L. BRILEY
7070
PROFESSIONAL
LAND SURVEYOR

GISD Property
[See next 8 pages]

BEING 98.38 acres of land, situated in the Charles H. Delaney Survey, Abstract No. 181, in Williamson County, Texas, said land being a portion of that certain tract of land, called 132.42 acres, as conveyed to Willrae Partners I, Ltd. by deed recorded as Document No. 2004067447 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of December, 2005, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the west line of Farm to Market Highway No. 2338, marking the most easterly Northeast corner of the above-referenced Willrae Partners I, Ltd. tract, being the occupied Southeast corner of that certain tract of land, called 50 acres, as conveyed to Emzie Lee Fisher and wife, Elzora Fisher, by deed as recorded in Volume 353, Page 94, of the Deed Records of Williamson County, Texas, for the most easterly Northeast corner hereof;

THENCE, along the said west line of F.M. Highway No. 2338, being an easterly line of the said Willrae Partners I, Ltd. tract, S 20° 59' 45" E, 140.01 feet to an iron pin set for the most northerly Southeast corner hereof;

THENCE, S 69° 36' 15" W, 565.00 feet to an iron pin set for an interior corner hereof;

THENCE, S 24° 18' 15" W, 260.32 feet to an iron pin set for an interior corner hereof;

THENCE, S 20° 59' 45" E, 815.00 feet to an iron pin set; and S 25° 10' 15" E, 944.38 feet to an iron pin set on the north line of County Road No. 248, being the south line of the said Willrae Partners I, Ltd. tract, for the most southerly Southeast corner hereof;

THENCE, along the north and east line of County Road No. 248, being the south and west line of the said Willrae Partners I, Ltd. tract, as follows; N 86° 19' 30" W, 26.23 feet to an iron pin found; N 82° 15' 30" W, 120.16 feet to an iron pin found; N 69° 37' 30" W, 134.82 feet, to an iron pin found; N 65° 08' W, 230.89 feet to an iron pin found; N 68° 34' W, 207.37 feet to an iron pin found at a 10" Hackberry; N 72° 09' 30" W, 270.16 feet to an iron pin found at an 8" Hackberry; N 82° 40' 45" W, 414.51 feet to an iron pin found; N 87° 18' 30" W, 789.19 feet to an iron pin found at a 4" Live Oak; N 77° 36' W, 53.97 feet to an iron pin found; N 63° 23' 15" W, 279.77 feet to an iron pin found; N 51° 54' 15" W, 77.46 feet to an iron pin found; N 38° 08' 30" W, 259.64 feet to an iron pin found at an 8" Live Oak; N 31° 52' 15" W, 64.78 feet to an iron pin found; N 19° 53' W, 223.39 feet to an iron pin found; N 12° 48' 45" W, 198.09 feet to an iron pin found at an 8" Live Oak; N 15° 03' 15" W, 314.92 feet to an iron pin found; N 33° 51' 15" W, 73.71 feet to an iron pin found; N 44° 52' W, 48.30 feet to an iron pin found; N 57° 54' 30" W, 66.91 feet to an iron pin found; N 64° 39' W, 447.55 feet to an iron pin found and N 65° 09' W, 371.07 feet to an iron pin found for the Northwest corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of that certain tract of land, called 113.50 acres, as conveyed to Emzie Lee Fisher by deed as recorded in Volume 756, Page 287, of the Deed Records of Williamson County, Texas, for the Northwest corner hereof;

Page 1 of 8

THENCE, along the south line of the said 113.50 acre Fisher tract, N 69° 20' E, 1,682.59 feet to an iron pin found marking the most northerly Northeast corner of the said Willrae Partners I, Ltd. tract, for the most northerly Northeast corner hereof;

THENCE, with a fence, along an easterly line of the said Willrae Partners I, Ltd. tract, being the west line of the said 50 acre Fisher tract, as follows; S 14° 54' 15" E, 295.09 feet to a 40d nail found; S 14° 07' 45" E, 185.57 feet to a 40d nail found at a railroad tie post; S 18° 39' 15" E, 80.97 feet to a 40d nail found; S 20° 00' 45" E, 64.09 feet to a 40d nail found; S 21° 35' 45" E, 106.19 feet to a 40d nail found at a 32" Live Oak; S 20° 29' E, 280.39 feet to a 40d nail found and S 20° 59' 45" E, 141.06 feet to an iron pin found marking an interior corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of the said 50 acre Fisher tract, for an interior corner hereof;

THENCE, N 69° 36' 15" E, 1,841.06 feet to the Place of BEGINNING and containing 98.38 acres of land.

Page 2 of 8

DESCRIPTION OF 1.63 ACRES OF LAND

DESCRIPTION OF A 1.63 ACRE TRACT OF LAND LOCATED IN THE CHARLES H. DULANEY SURVEY NO. 2, ABSTRACT NO. 181, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 34.124 ACRE TRACT OF LAND CONVEYED TO TROOP DURGIN WRIGHT PROPERTIES, LP, BY WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 2016000533, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPR), SAID 1.63 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND IN JANUARY, 2023, UNDER THE DIRECT SUPERVISION OF PATRICK J. STEVENS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron set with cap stamped "STEGER BIZZELL" set in the east boundary line of said 34.124 acre tract, and in the west right of way of Ranch Road 2338, a right of way of variable width of record in Volume 416, Page 60, of the deed records of Williamson County, Texas (DR), for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with cap stamped "PBS&J" found in the west line of said Ranch Road 2338 for an easterly corner of said 34.124 acre tract lies South 20°59'34" East, a distance of 158.26 feet;

THENCE, over and across said 34.124 acre tract, North 66°02'25" West, a distance of 35.33 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and South 69°58'39" West, a distance of 724.89 feet to a cotton spindle set with washer stamped "STEGER BIZZELL" in the east boundary line of that certain called 98.38 acre tract of land conveyed to Georgetown Independent School District by Warranty Deed of record in Document Number 2006075903, OPR, for the southwest corner of the herein described tract, from which a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract for a westerly corner of said 34.124 acre tract lies South 20°59'38" East, a distance of 149.72 feet;

THENCE, North 20°59'38" West, a distance of 94.01 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract and in the west line of said 34.124 acre tract for the northwest corner of the herein described tract;

THENCE, over and across said 34.124 acre tract, North 69°58'39" East, a distance of 724.90 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and North 24°05'34" East, a distance of 35.30 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 34.124 acre tract, and in the west line of said Ranch Road 2338, for the northeast corner of the herein described tract;

THENCE, with the east line of said 34.124 acre tract, same being the west line of said Ranch Road 2338, South 20°59'34" East, a distance of 143.90 feet to the **POINT OF BEGINNING,** and containing 1.63 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are grid values represented in U.S. Survey Feet.

Page 3 of 8

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a sketch of the subject tract.

I certify that this description was prepared from an on the ground survey made in January, 2023, by me or under my supervision.

Steger & Bizzell Engineering Inc.

2-3-23

Patrick J. Stevens, RPLS
Texas Reg. No. 5784
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

P:\22000-22999\22923 GISD Troop 1_74ac\Survey Data\Descriptions\22923-GISD TROOP ROW-GRID.docx

Page 4 of 8

DESCRIPTION OF

DESCRIPTION OF A 38.53 ACRE TRACT OF LAND LOCATED IN THE C.H. DILANEY SURVEY, ABSTRACT 181, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 50 ACRE TRACT OF LAND CONVEYED TO EMZIE LEE FISHER, ET UX, BY WARRANTY DEED OF RECORD IN VOLUME 354, PAGE 94, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 38.53 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found on the west right-of-way line of RM 2338, also known as Williams Drive, an 80.00 foot wide roadway, as dedicated in Volume 416, Page 60, said Deed Records, at its intersection with the south line of said 50 acre tract of land, for the eastern most northeast corner of that certain 98.38 acre tract of land conveyed to the Georgetown Independent School District by Warranty Deed of record in Document No. 2006075903, of the Official Public Records of Williamson County, Texas, from which point a 1/2 inch iron rod with cap stamped "5784" found on said west right-of-way line of RM 2338, for the eastern most southeast corner of said 98.38 ac tract of land, same point being the northeast corner of that certain 34.124 acre tract of land conveyed to Troop Durgin Wright Properties, LP, by Special Warranty Deed of record in Document No. 2016000533, said Official Public Records bears South 21°01'00" East, with said right-of-way, a distance of 139.94 feet;

THENCE, South 69°36'44" West, with said south line of the 50 acre tract, same line being a north line of said 98.38 acre tract, a distance of 374.52 feet to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, South 69°36'44" West, continuing with the common line of the 50 acre tract and the 98.38 acre tract, a distance of 1466.64 feet, to a 1/2 inch iron rod found for the southwest corner of said 50 acre tract, same point being an interior corner of said 98.38 acre tract of land, and for the southwest corner of the herein described tract;

THENCE, with the west line of said 50 acre tract, same line being an east line of said 98.38 acre tract, the following seven (7) courses and distances:

1. North 20°59'16" West, a distance of 141.06 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
2. North 20°29'49" West, a distance of 280.19 feet to a 40d nail in a fence post found;
3. North 21°33'45" West, a distance of 106.02 feet, to a 40d nail in a fence post found;
4. North 20°04'23" West, a distance of 64.17 feet, to a 40d nail in a fence post found;

Page 5 of 8

5. North 18°37'34" West, a distance of 80.98 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
6. North 14°06'04" West, a distance of 185.59 feet, to a 40d nail in a fence post found;
7. North 14°53'55" West, a distance of 295.09 feet, to a 1/2 inch iron rod found on the south line of that certain 113.5 acre tract of land conveyed to Emzie Lee Fisher by deed of record in Volume 756, Page 287, said Deed Records, for the northwest corner of said 50 acre tract, same point being the northern most northeast corner of said 98.38 acre tract of land, and for the northwest corner of the herein described tract;

THENCE, North 69°09'19" East, with the north line of said 50 acre tract, same line being said south line of the 113.5 acre tract of land, a distance of 1407.10 feet, to a /2 inch iron rod with cap stamped "STEGER BIZZELL" set for the northeast corner of the herein described tract, from which point a Texas Department of Transportation concrete monument with brass disc (TxDOT Type II) found on said west right-of-way line of RM 2338, bears North 69°09'19" East, a distance of 374.50 feet;

THENCE, South 20°59'55" East, severing said 50 acre tract, a distance of 1161.85 feet, to the **POINT OF BEGINNING**, and containing 38.53 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00015.

The forgoing metes and bounds description and survey on which it is based is accompanied by and a part of survey map of the subject tract.

I certify that this description was prepared from a survey made on the ground in/on June and July 2017, under my supervision.

Steger & Bizzell Engineering Inc.

07/05/17

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

P:\22000-22999\22534 GISD_Fisher\Survey Data\Descriptions\22534-m&b-GISD Fisher Tract.docx

1978 S. Austin Ave
Georgetown, TX 78626

Page 6 of 8

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

10.001 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 10.001 ACRES (APPROXIMATELY 435,639 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 50 ACRE TRACT CONVEYED TO EMZIE AND ELZORA FISHER IN A WARRANTY DEED DATED NOVEMBER 5, 1948 AND RECORDED IN VOLUME 353, PAGE 94 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.001 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the north line of said 50 acre tract, also being in the south line of a 113.5 acre tract described in Volume 756, Page 287 of the Deed Records of Williamson County, Texas, same being the south line of Lot 5 of M.C. Hamilton's Subdivision, a subdivision of record in Volume 27, Page 137 of the Deed Records of Williamson County, Texas, from which a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 69°31'35" East, a distance of 80.00 feet;

THENCE South 20°59'36" East, with the west right-of-way line of Ranch Road 2338, crossing said 50 acre tract, a distance of 1164.60 feet to a 1/2" rebar with "Early Boundary" cap set for an angle point in the west right-of-way line of Ranch Road 2338, being in the south line of said 50 acre tract, being the northeast corner of a 3,848 sq. ft. right-of-way dedication shown on the G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with "Steger Bizzell" cap found for the southeast corner of said 3,848 sq. ft. right-of-way dedication, bears South 20°59'36" East, a distance of 139.94 feet;

THENCE South 69°37'24" West, with the right-of-way line of Ranch Road 2338, same being the north line of said 3,848 sq. ft. right-of-way dedication, also being the south line of said 50 acre tract, a distance of 27.50 feet to a 1/2" rebar with "Early Boundary" cap set for the easternmost northeast corner of Lot 1, Block A of said G.I.S.D. West Side, being the northwest corner of said 3,848 sq. ft. right-of-way dedication;

Page 7 of 8

THENCE South 69°37'24" West, with the south line of said 50 acre tract and a north line of said Lot 1, a distance of 347.07 feet to a 1/2" rebar with "Steger Bizzell" cap found for an interior corner of said Lot 1;

THENCE North 20°59'31" West, crossing said 50 acre tract with an east line of said Lot 1, a distance of 1161.72 feet to a 1/2" rebar with "Steger Bizzell" cap found in the north line of said 50 acre tract, being the northernmost northeast corner of said Lot 1, being also in the south line of said 113.5 acre tract, same being the south line of said Lot 5;

THENCE North 69°10'58" East, with the north line of said 50 acre tract, and the south line of said 113.5 acre tract, same being the south line of said Lot 5, a distance of 374.52 feet to the **POINT OF BEGINNING**, containing an area of 10.001 acres, more or less.

Surveyed on the ground on August 28, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-125AC

08-30-24

John L. Briley Date
Registered Professional Land Surveyor
State of Texas No. 7070

STATE OF TEXAS
REGISTERED
JOHN L. BRILEY
7070
PROFESSIONAL
LAND SURVEYOR

EXHIBIT B – DISTRICT/MAJOR IMPROVEMENT AREA BOUNDARY MAP

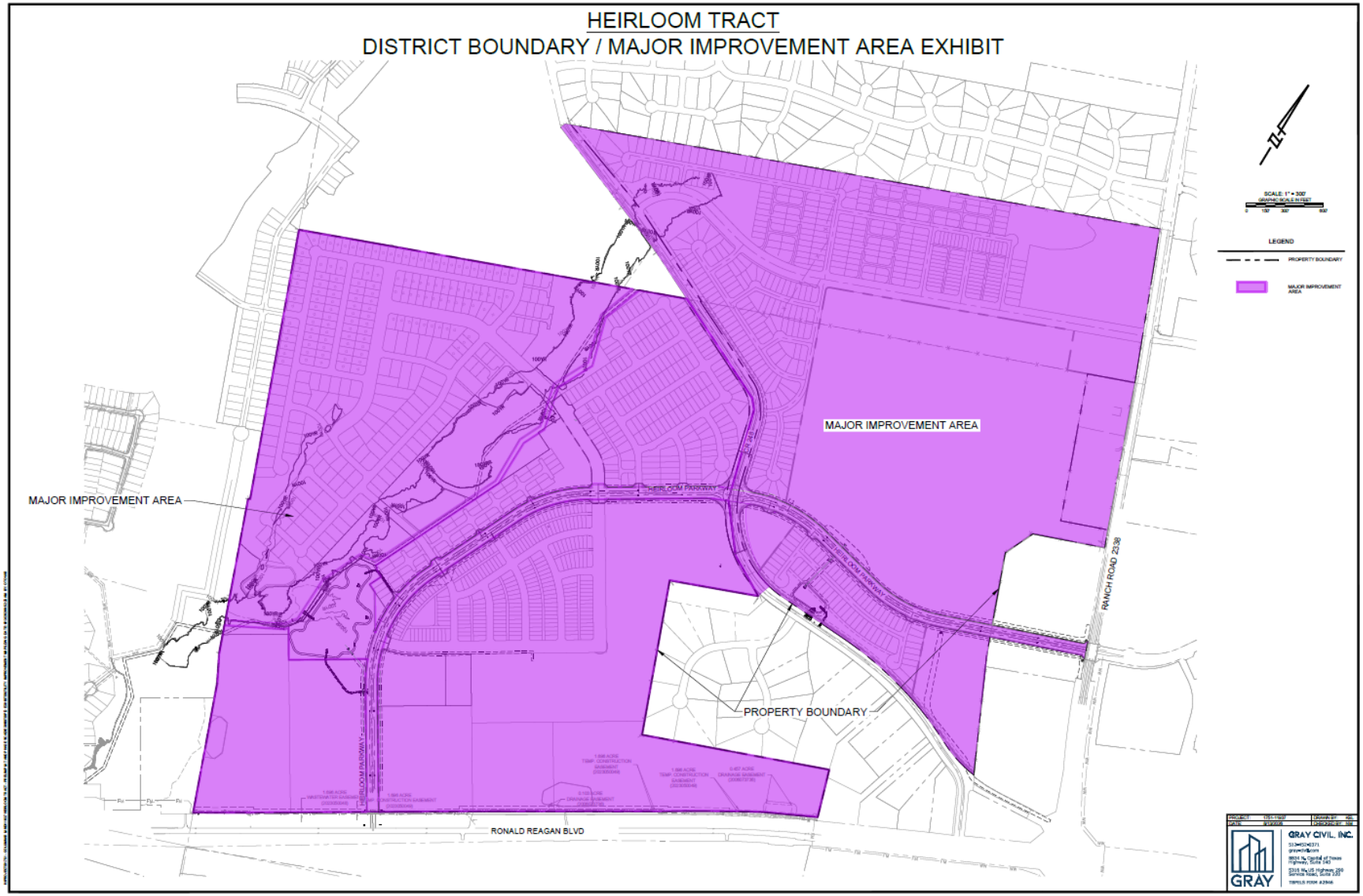


EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs[a]	Non-Assessed Property		Major Improvement Area	
		%	Cost	%	Cost
Major Improvement Area Improvements [b]					
Streets	$ 5,740,904	9.00%	$ 516,681.32	91.00%	$ 5,224,222
Water	$ 1,168,742	9.00%	105,187	91.00%	1,063,555
Wastewater	$ 1,385,791	9.00%	124,721	91.00%	1,261,070
Drainage	$ 2,060,233	9.00%	185,421	91.00%	1,874,812
Parkland	$ 2,000,000	9.00%	180,000	91.00%	1,820,000
Soft Costs[c]	$ 1,795,227	9.00%	134,570	91.00%	1,660,656
Contingency	1,698,108	9.00%	149,590	91.00%	1,548,518
	$ 15,849,004		$ 1,396,170		$ 14,452,834
Bond Issuance Costs [e]					
Debt Service Reserve Fund	$ 1,869,193		$ -		$ 1,869,193
Capitalized Interest	2,707,208		-		2,707,208
Underwriter Discount[f]	626,850		-		626,850
Cost of Issuance	1,254,238		-		1,254,238
	$ 6,457,489		$ -		$ 6,457,489
Other Costs [e]					
Deposit to Administrative Fund	$ 40,000		$ -		$ 40,000
	$ 40,000		$ -		$ 40,000
Total	**$ 22,346,493**		**$ 1,396,170**		**$ 20,950,323**

Footnotes:

[a] Per Engineer's Report dated August 2026.
[b] The Major Improvements are allocated between Non-Assessed ISD Site and the Major Improvement Area based on the total LUEs.
[c] Soft costs include engineering, staking, surveying, project management and District Formation Costs.
[d] Not reimburseable to the Developer through Assessments or the issuance of PID Bonds.
[e] Preliminary estimates only and subject to change upon the issuance of PID Bonds.
[f] Includes the fee of counsel to the Underwriter.

EXHIBIT D – SERVICE PLAN – FIVE YEAR PLAN

Major Improvement Area						
Annual Installment Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal		$ -	$ -	$ 386,000.00	$ 413,000.00	$ 443,000.00
Interest		1,296,796.00	1,410,413.00	1,410,412.50	1,384,357.50	1,356,480.00
Capitalized Interest	(1)	(1,296,796.00)	(1,410,413.00)	-	-	-
		$ -	$ -	$ 1,796,412.50	$ 1,797,357.50	$ 1,799,480.00
Additional Interest	(2)	$ -	$ -	$ 104,475.00	$ 102,545.00	$ 100,480.00
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)**	**$ 40,800.00**	**$ 41,616.00**	**$ 1,943,335.82**	**$ 1,943,199.79**	**$ 1,944,123.23**

EXHIBIT E – SERVICE PLAN – SOURCES AND USES

	Major Improvement Area	Non-Assessed Property	Total
Sources of Funds			
Major Improvement Area Bonds	$ 20,895,000	$ -	$ 20,895,000
Developer Contribution[a]	55,323	1,396,170	1,451,493
Total Sources of Funds	**$ 20,950,323**	**$ 1,396,170**	**$ 22,346,493**
Uses of Funds			
Major Improvements	$ 14,452,834	$ 1,396,170	$ 15,849,004
	$ 14,452,834	$ 1,396,170	$ 15,849,004
Bond Issuance Costs [b]			
Debt Service Reserve Fund	$ 1,869,193	$ -	$ 1,869,193
Capitalized Interest	2,707,208	-	2,707,208
Underwriter Discount[c]	626,850	-	626,850
Cost of Issuance	1,254,238	-	1,254,238
	$ 6,457,489	$ -	$ 6,457,489
Other Costs [b]			
Deposit to Administrative Fund	$ 40,000	$ -	$ 40,000
	$ 40,000	$ -	$ 40,000
Total Uses of Funds	**$ 20,950,323**	**$ 1,396,170**	**$ 22,346,493**

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 – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Property ID[a]	Tract	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027[b]
R093976	1	Non-Assessed Property	$ -	$ -
R570140	2	Major Improvement Area Initial Parcel	$ 636,378.53	$ 1,242.61
R570140	3	Major Improvement Area Initial Parcel	$ 768,454.70	$ 1,500.50
R570140	4	Non-Assessed Property	$ -	$ -
R570140	5	Non-Assessed Property	$ -	$ -
R649611	6	Non-Assessed Property	$ -	$ -
R039430	7	Non-Assessed Property	$ -	$ -
R039375	7	Non-Assessed Property	$ -	$ -
R570140	8	Non-Assessed Property	$ -	$ -
R039376	9	Major Improvement Area Initial Parcel	$ 4,168,357.71	$ 8,139.22
R039364	10	Major Improvement Area Initial Parcel	$ 13,456,360.19	$ 26,275.16
R684456	11	Major Improvement Area Initial Parcel	$ 1,865,448.87	$ 3,642.51
Total			**$ 20,895,000.00**	**$ 40,800.00**

Footnotes:

[a] For billing purposes, the Major Improvement Area Annual Installment due 1/31/2027 shall be allocated pro rata based on acreage. Property IDs preliminary and subject to change prior to billing.

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

EXHIBIT G – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment Due[b]
2027	$ -	$ 1,296,796	$ (1,296,796)	$ -	$ 40,800	$ 40,800
2028	$ -	$ 1,410,413	$ (1,410,413)	$ -	$ 41,616	$ 41,616
2029	$ 386,000	$ 1,410,413	$ -	$ 104,475	$ 42,448	$ 1,943,336
2030	$ 413,000	$ 1,384,358	$ -	$ 102,545	$ 43,297	$ 1,943,200
2031	$ 443,000	$ 1,356,480	$ -	$ 100,480	$ 44,163	$ 1,944,123
2032	$ 474,000	$ 1,326,578	$ -	$ 98,265	$ 45,046	$ 1,943,889
2033	$ 507,000	$ 1,294,583	$ -	$ 95,895	$ 45,947	$ 1,943,425
2034	$ 543,000	$ 1,260,360	$ -	$ 93,360	$ 46,866	$ 1,943,586
2035	$ 581,000	$ 1,223,708	$ -	$ 90,645	$ 47,804	$ 1,943,156
2036	$ 623,000	$ 1,184,490	$ -	$ 87,740	$ 48,760	$ 1,943,990
2037	$ 667,000	$ 1,142,438	$ -	$ 84,625	$ 49,735	$ 1,943,797
2038	$ 714,000	$ 1,097,415	$ -	$ 81,290	$ 50,730	$ 1,943,435
2039	$ 765,000	$ 1,049,220	$ -	$ 77,720	$ 51,744	$ 1,943,684
2040	$ 819,000	$ 997,583	$ -	$ 73,895	$ 52,779	$ 1,943,257
2041	$ 878,000	$ 942,300	$ -	$ 69,800	$ 53,835	$ 1,943,935
2042	$ 940,000	$ 883,035	$ -	$ 65,410	$ 54,911	$ 1,943,356
2043	$ 1,007,000	$ 819,585	$ -	$ 60,710	$ 56,010	$ 1,943,305
2044	$ 1,079,000	$ 751,613	$ -	$ 55,675	$ 57,130	$ 1,943,417
2045	$ 1,156,000	$ 678,780	$ -	$ 50,280	$ 58,272	$ 1,943,332
2046	$ 1,239,000	$ 600,750	$ -	$ 44,500	$ 59,438	$ 1,943,688
2047	$ 1,328,000	$ 517,118	$ -	$ 38,305	$ 60,627	$ 1,944,049
2048	$ 1,423,000	$ 427,478	$ -	$ 31,665	$ 61,839	$ 1,943,982
2049	$ 1,525,000	$ 331,425	$ -	$ 24,550	$ 63,076	$ 1,944,051
2050	$ 1,634,000	$ 228,488	$ -	$ 16,925	$ 64,337	$ 1,943,750
2051	$ 1,751,000	$ 118,193	$ -	$ 8,755	$ 65,624	$ 1,943,572
Total	**$ 20,895,000**	**$ 23,733,594**	**$ (2,707,209)**	**$ 1,557,510**	**$ 1,306,836**	**$ 44,785,731**

Footnotes:

[a] Interest is calculated at a 6.75% 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.

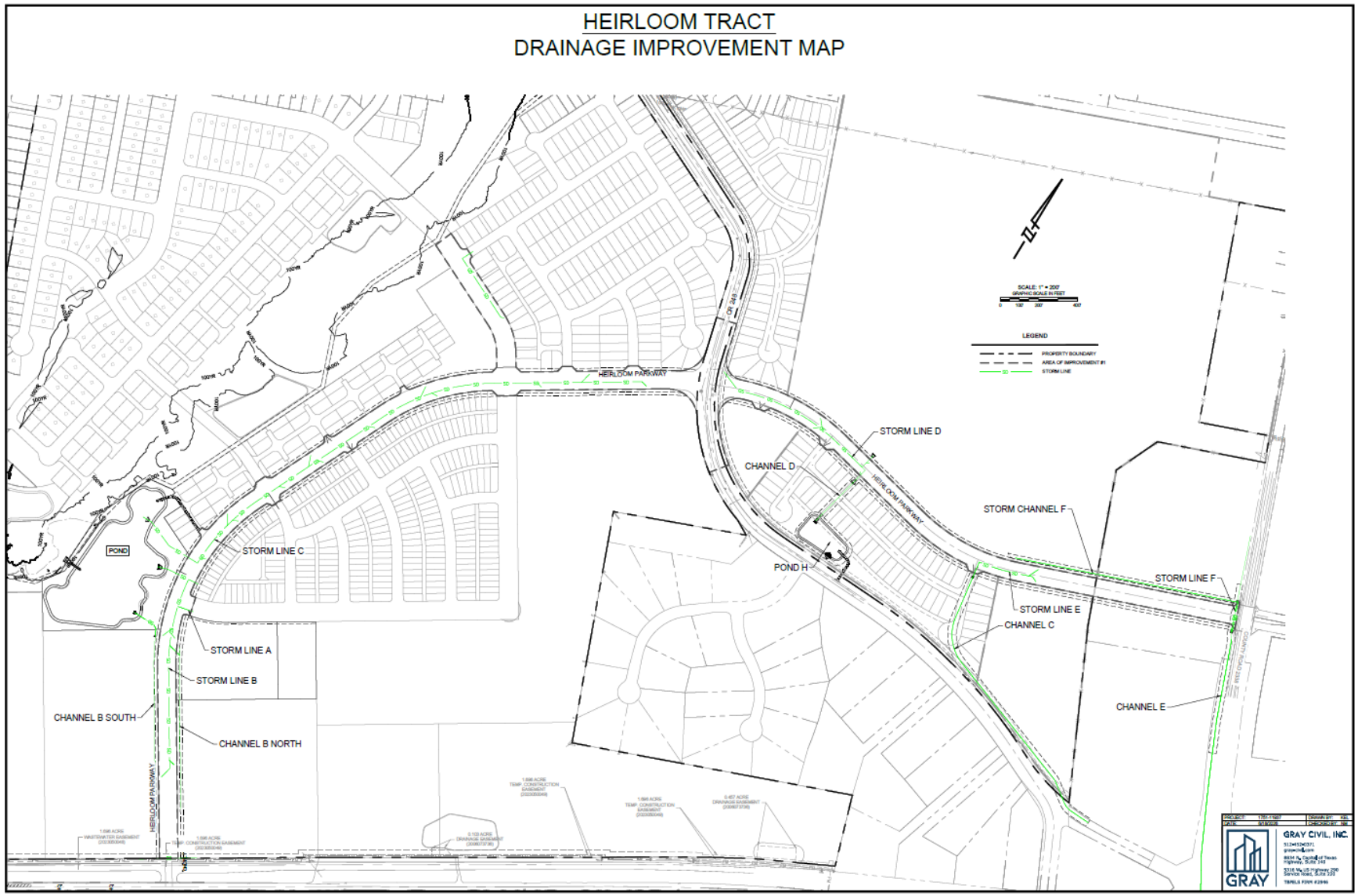
EXHIBIT H – DISTRICT ESTIMATED BUILDOUT VALUE

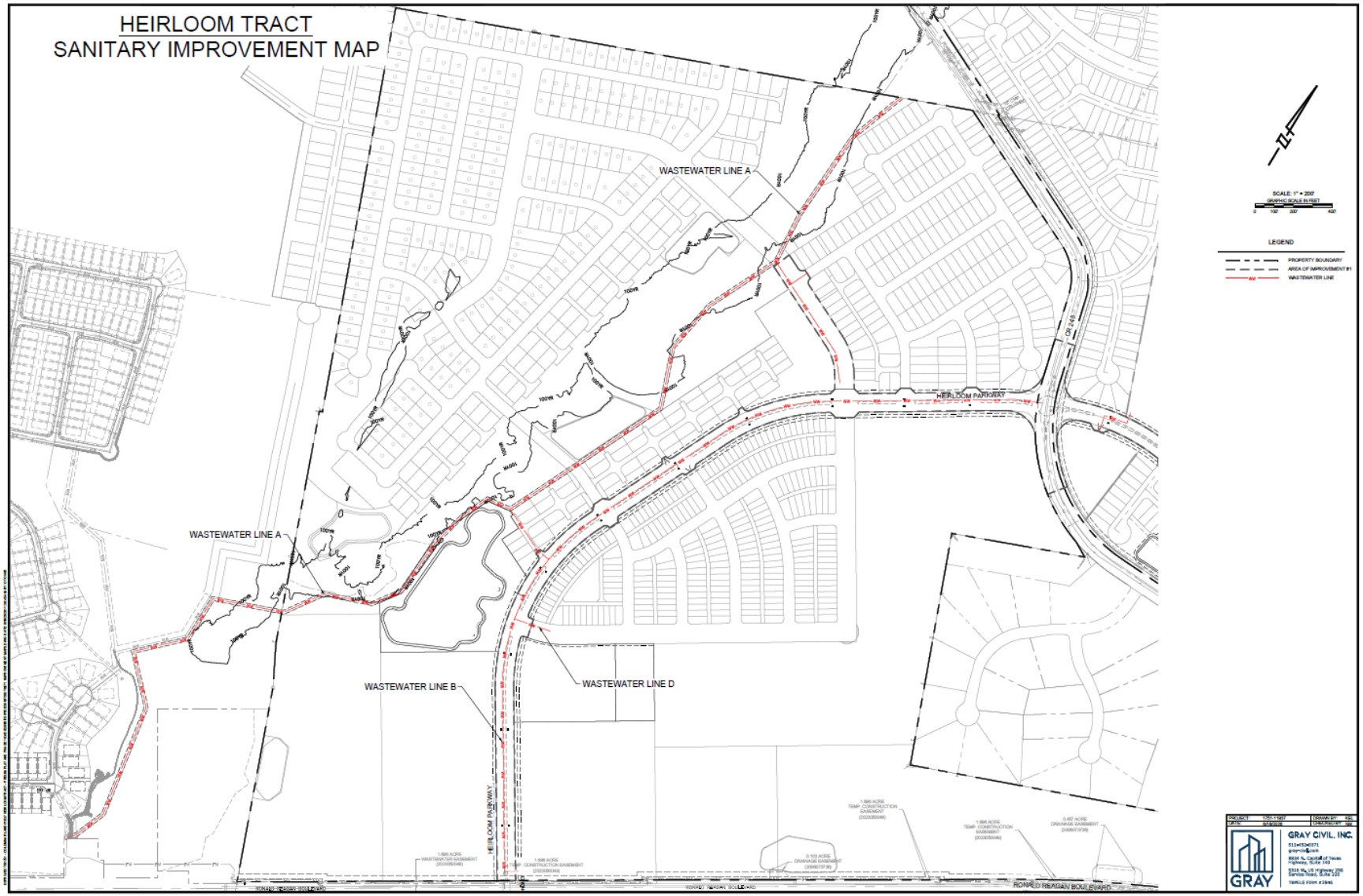
Lot Type	Units/SF[a]	Estimated Buildout Value[a]	
		Per Unit	Total
Major Improvement Area - Future Improvement Areas			
60' East	27	$ 490,000	$ 13,230,000
60' West	300	550,000	165,000,000
45' East	231	445,000	102,795,000
45' West	305	480,000	146,400,000
35' East	50	415,000	20,750,000
35' West	270	435,000	117,450,000
25'	150	385,000	57,750,000
Townhome	100	385,000	38,500,000
Courtyard East	61	425,000	25,925,000
Courtyard West	55	450,000	24,750,000
BTR	100	415,000	41,500,000
Multifamily East	275	250,000	68,750,000
Multifamily West	975	275,000	268,125,000
Commercial	255,000	180	45,900,000
Total			**$ 1,136,825,000**

Footnotes:

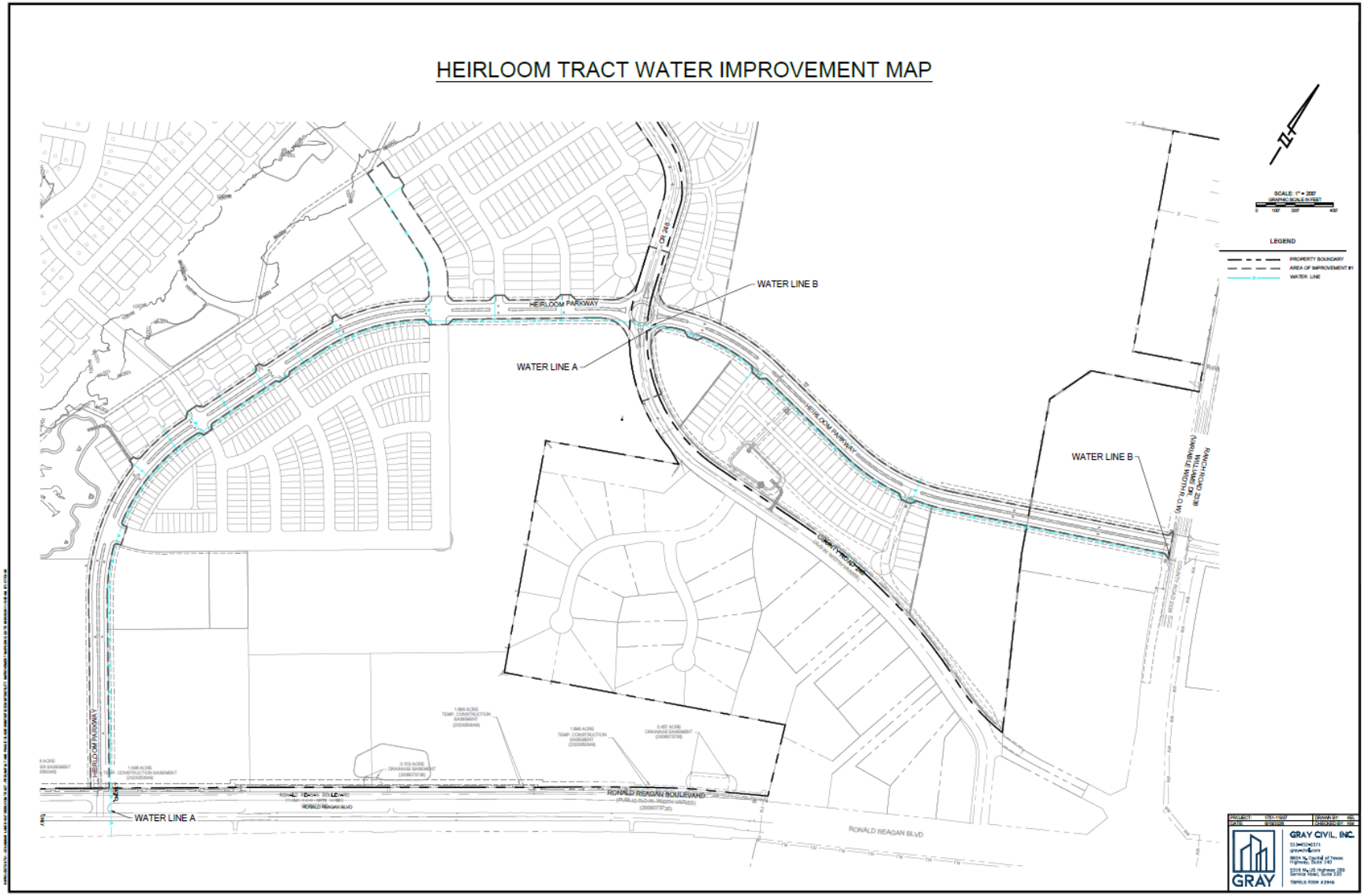
[a] As provided in the Developer model dated 8/5/26.

EXHIBIT I – MAPS OF AUTHORIZED IMPROVEMENTS

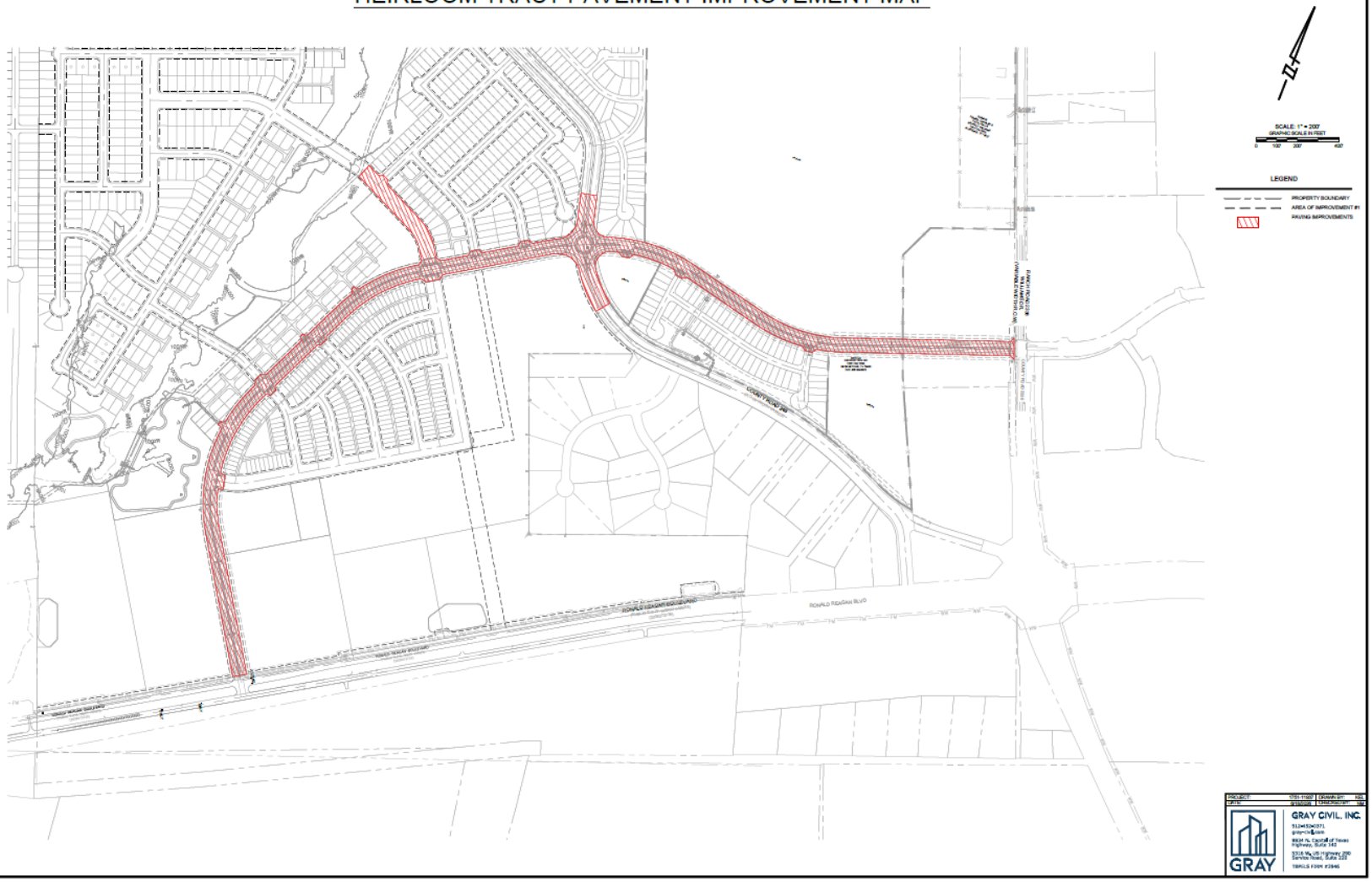



HEIRLOOM TRACT
SANITARY IMPROVEMENT MAP
WASTEWATER LINE A
WASTEWATER LINE A
WASTEWATER LINE B
WASTEWATER LINE D
HEIRLOOM PARKWAY
HEIRLOOM PARKWAY
RONALD REAGAN BOULEVARD
RONALD REAGAN BOULEVARD
SCALE: 1" = 200'
LEGEND
PROPERTY BOUNDARY
AREA OF IMPROVEMENT #1
WASTEWATER LINE
GRAY CIVIL, INC.
GRAY

HEIRLOOM TRACT WATER IMPROVEMENT MAP



HEIRLOOM TRACT PAVEMENT IMPROVEMENT MAP



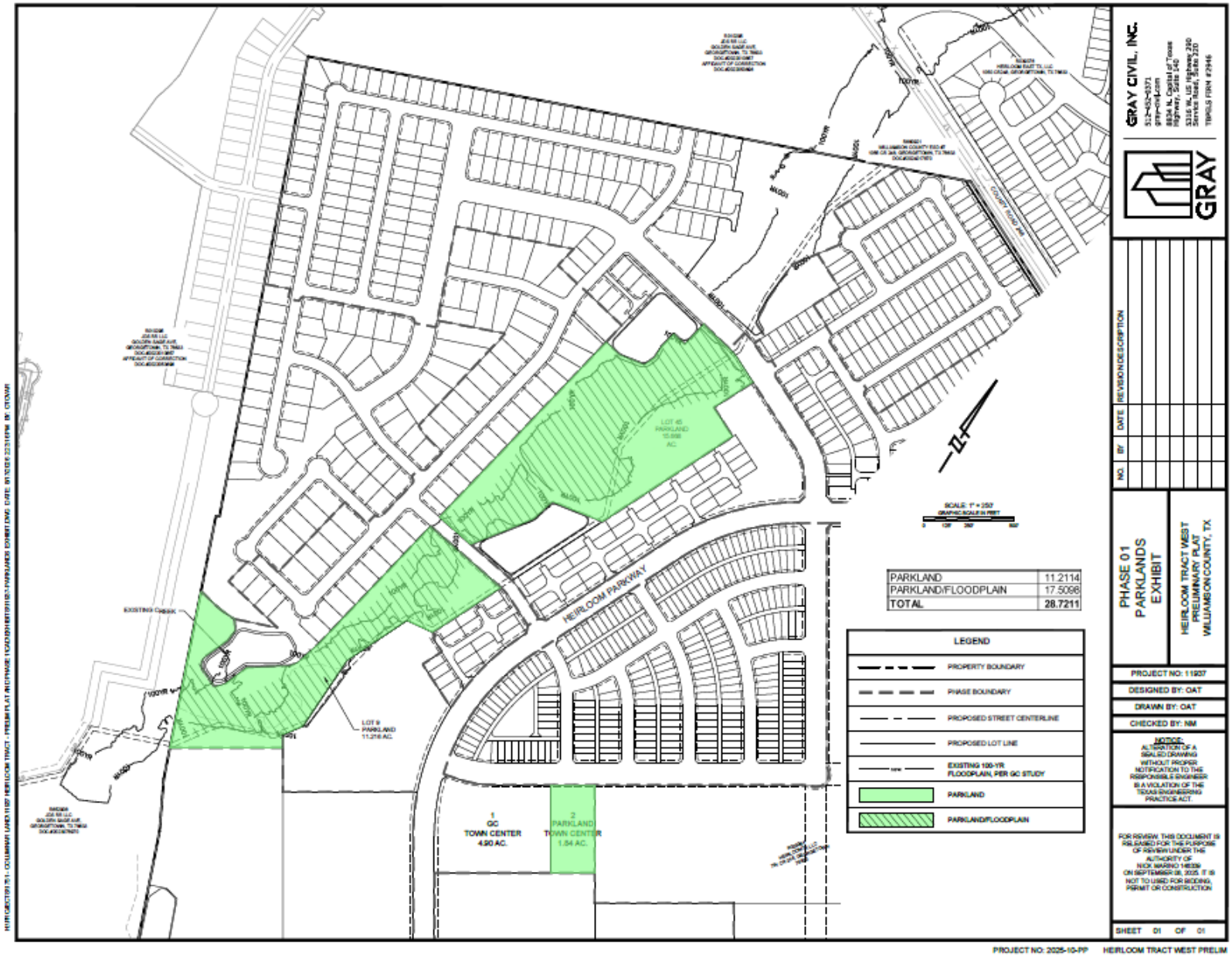
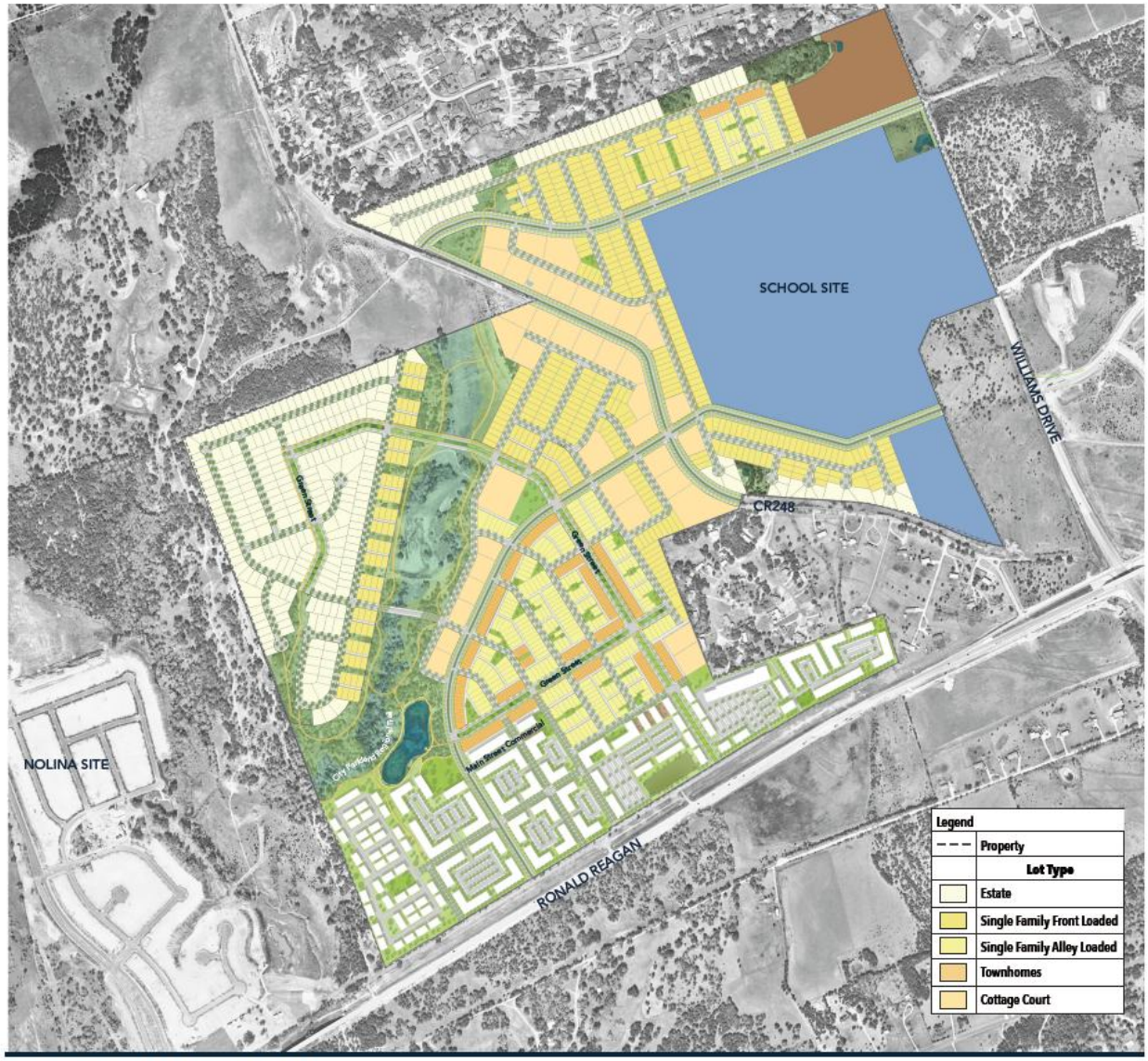

HEIRLOOM PARKWAY
COUNTY ROAD 185
EXISTING Cuppuc
LOT 9
PARKLAND
11.216 AC.
LOT 40
PARKLAND
15.598
AC.
1
GC
TOWN CENTER
4.90 AC.
2
PARKLAND
TOWN CENTER
1.84 AC.
SCALE: 1" = 250'
GRAPHIC SCALE IN FEET
0 125 250 500
PARKLAND 11.2114
PARKLAND/FLOODPLAIN 17.5098
TOTAL 28.7211
LEGEND
PROPERTY BOUNDARY
PHASE BOUNDARY
PROPOSED STREET CENTERLINE
PROPOSED LOT LINE
EXISTING 100-YR FLOODPLAIN, PER GC STUDY
PARKLAND
PARKLAND/FLOODPLAIN
GRAY CIVIL, INC.
512-552-5371
grayconsl.com
8834 N. Capital of Texas Highway, Suite 130
Austin, TX 78759
5315 US Highway 290 Service Road, Suite 210
Austin, TX 78735
TBPELS FIRM #2946
GRAY
NO. BY DATE REVISION DESCRIPTION
PHASE 01
PARKLANDS
EXHIBIT
HEIRLOOM TRACT WEST
PRELIMINARY PLAT
WILLIAMSON COUNTY, TX
PROJECT NO: 11937
DESIGNED BY: OAT
DRAWN BY: OAT
CHECKED BY: NM
NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.
FOR REVIEW. THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF NICK MARINO 140336 ON SEPTEMBER 26, 2025. IT IS NOT TO USED FOR BIDDING, PERMIT OR CONSTRUCTION.
SHEET 01 OF 01
PROJECT NO: 2025-10-PP
HEIRLOOM TRACT WEST PRELIM

EXHIBIT J – DISTRICT CONCEPT PLAN



HEIRLOOM MASTER PLAN
CONCEPT ONLY - SUBJECT TO CHANGE
DO NOT REPRODUCE

02.21.2025

200' 400'
0' 800'

LIONHEART

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
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 August 26, 2025, the City Council for the City, approved Resolution No. 082625-5.P, creating the Heirloom Public Improvement District; and

WHEREAS, the Heirloom Public Improvement District consists of approximately 622.525 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 Heirloom 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 – BUYER DISCLOSURES

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

Major Improvement Area

- Major Improvement Area Initial Parcel

HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA INITIAL PARCEL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

MAJOR IMPROVEMENT AREA INITIAL PARCEL PRINCIPAL ASSESSMENT: $20,895,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to City of Georgetown, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heirloom 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. The exact amount of each annual installment will be approved each year by the City of Georgetown, Texas, 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.

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 _____ §

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 _____ §

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 - MAJOR IMPROVEMENT AREA INITIAL PARCEL

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment Due[b]
2027	$ -	$ 1,296,796	$ (1,296,796)	$ -	$ 40,800	$ 40,800
2028	$ -	$ 1,410,413	$ (1,410,413)	$ -	$ 41,616	$ 41,616
2029	$ 386,000	$ 1,410,413	$ -	$ 104,475	$ 42,448	$ 1,943,336
2030	$ 413,000	$ 1,384,358	$ -	$ 102,545	$ 43,297	$ 1,943,200
2031	$ 443,000	$ 1,356,480	$ -	$ 100,480	$ 44,163	$ 1,944,123
2032	$ 474,000	$ 1,326,578	$ -	$ 98,265	$ 45,046	$ 1,943,889
2033	$ 507,000	$ 1,294,583	$ -	$ 95,895	$ 45,947	$ 1,943,425
2034	$ 543,000	$ 1,260,360	$ -	$ 93,360	$ 46,866	$ 1,943,586
2035	$ 581,000	$ 1,223,708	$ -	$ 90,645	$ 47,804	$ 1,943,156
2036	$ 623,000	$ 1,184,490	$ -	$ 87,740	$ 48,760	$ 1,943,990
2037	$ 667,000	$ 1,142,438	$ -	$ 84,625	$ 49,735	$ 1,943,797
2038	$ 714,000	$ 1,097,415	$ -	$ 81,290	$ 50,730	$ 1,943,435
2039	$ 765,000	$ 1,049,220	$ -	$ 77,720	$ 51,744	$ 1,943,684
2040	$ 819,000	$ 997,583	$ -	$ 73,895	$ 52,779	$ 1,943,257
2041	$ 878,000	$ 942,300	$ -	$ 69,800	$ 53,835	$ 1,943,935
2042	$ 940,000	$ 883,035	$ -	$ 65,410	$ 54,911	$ 1,943,356
2043	$ 1,007,000	$ 819,585	$ -	$ 60,710	$ 56,010	$ 1,943,305
2044	$ 1,079,000	$ 751,613	$ -	$ 55,675	$ 57,130	$ 1,943,417
2045	$ 1,156,000	$ 678,780	$ -	$ 50,280	$ 58,272	$ 1,943,332
2046	$ 1,239,000	$ 600,750	$ -	$ 44,500	$ 59,438	$ 1,943,688
2047	$ 1,328,000	$ 517,118	$ -	$ 38,305	$ 60,627	$ 1,944,049
2048	$ 1,423,000	$ 427,478	$ -	$ 31,665	$ 61,839	$ 1,943,982
2049	$ 1,525,000	$ 331,425	$ -	$ 24,550	$ 63,076	$ 1,944,051
2050	$ 1,634,000	$ 228,488	$ -	$ 16,925	$ 64,337	$ 1,943,750
2051	$ 1,751,000	$ 118,193	$ -	$ 8,755	$ 65,624	$ 1,943,572
Total	**$ 20,895,000**	**$ 23,733,594**	**$ (2,707,209)**	**$ 1,557,510**	**$ 1,306,836**	**$ 44,785,731**

Footnotes:

[a] Interest is calculated at a 6.75% 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

[Remainder of page left intentionally blank]

Heirloom Tract

MIA PID

HeirloomTX, LLC.

PID Engineering Report

City of Georgetown, Williamson County, Texas

Gray Civil
TBPE Registration No. F-2946

August 2026

Overview –

The Heirloom Combined Tract (Site) is an approximately 622.528 acre development located within the City of Georgetown in Williamson County. The site is located at the northwest corner of the intersection of Ronald Reagan Boulevard and RM 2338. Zoning on the tract consists of zone RS – Residential Single-Family, MF-2 – High-Density Multifamily, TH – Town Home, and zone C-3 – General Commercial, along with a GISD school site and dedicated parkland. Zoning estimates are based on the land plan provided by the client from the Development Plan approved by the City. The Preliminary Plat for the western tract was submitted on September 8th, 2025 consisting of 935 total lots (879 single-family lots, 51 non-residential lots, 2 commercial lots, and 3 multi-family lots). The Preliminary Plat for the eastern tract will be submitted at the beginning of September 2026.

The development is in the North Fork San Gabriel River watershed and lies within the Contributing Zone of the Edwards Aquifer. Refer to Exhibit 1 for a Location Map. There is approximately 1 acre of the site located within the 100-year floodplain as defined on the FEMA Panel No. 48491C0275E and 48491C0100E effective date September 26, 2008.

Public Improvement District –

The Heirloom Tract development is subject to the Planned Unit Development Zoning Ordinance 2025-45. This report focuses on the Major Improvement Area (MIA) consisting of Phase 1 improvements that will be reimbursed with PID Bond Issue #1. See Exhibits 1 and 2 for MIA/district area map and legal descriptions.

MIA contains the full 622.528 acres located across the western and eastern tracts of the site. Phase 1 will contain 7,770 lf of collector road and 26.88 acres of parkland with trail networks, and no single-family lots. It will also include street, drainage, water, and wastewater improvements.

Zoning –

Zoning –

The Heirloom Tract development is located entirely within the City of Georgetown full purpose jurisdiction and is subject to the RS Base district and C3 Base district requirements of the City of Georgetown with modifications described in the 2025-45-PUD zoning ordinance.

Development Improvements –

Paving Improvements

With Phase 1, primary access to the site will be provided via the Heirloom Pkwy. extension, which will continue on the west side of Williams Drive opposite of the existing section of Parmer Ranch Blvd. built with the Parmer Ranch Development. The Heirloom Pkwy. collector will then continue across the site, intersect CR 248 with a proposed roundabout, and turn south before tying into the existing section of Ronald Reagan Blvd. The subsequent residential phases of the development will branch off of Heirloom Pkwy. for access. The collector will utilize a 96’ ROW with a 4-lane divided 50’ pavement section and 10’ sidewalks on either side. Road section design is described in the Planned Unit Development Zoning Ordinance 2025-45-PUD.

Proposed streets have been designed to urban standards consisting of concrete curb and gutter and will be designed with a flexible pavement section consisting of prepared subgrade, crushed limestone base, and hot mix asphaltic concrete (HMAC) pavement surface. The pavement recommendations can be found in the Heirloom tract Geotechnical Investigation reports prepared by MLA Geotechnical dated November 2025.

The proposed street network meets City of Georgetown horizontal and vertical geometric design criteria. Ten-foot sidewalks with ADA ramps will be constructed along the collector on both sides of the street and will be constructed following standard specifications and details. Signage, valley gutters, excavation, embankment, clear and grub, and testing are also included within these improvements. See Heirloom Tract Phase 1 Construction plans prepared by Gray Civil for additional design information and street cross sections.

Water and Wastewater Utilities

The Site will be served water by the City of Georgetown. An existing 24” line is located on the east side of CR 248, an existing 30” line is located on the south side of Ronald Reagan Blvd, and an existing 12” line is located on the west side of RM 2338. As part of the subdivision improvements, a 12” waterline is proposed to be constructed down Heirloom Pkwy. in a dedicated easement and connected to the existing 30” waterline. The northern portion of the site will be served by a proposed 12” line to be connected to the existing 12” line. Water will be provided to the individual lots by proposed 8-inch and 12-inch water lines located within the public ROW. Utility line sizing is preliminary in nature and will ultimately depend on recommendation from GUS and their water model.

The portion of the Site that generally slopes from northeast to southwest will gravity flow via a proposed 12” trunk line into an existing manhole offsite to the southwest corner of the site and to the existing Nolina lift station. For the remainder of the site, a lift station will be constructed at the northeast corner and wastewater flows will be pumped back to an existing manhole connection to a 12” gravity wastewater line along Ronald Reagan Blvd. via a force main. Phase 1 will include the construction of the 12” main trunk line through the site, with 8” local lines within the Heirloom Pkwy. ROW.

Internal wastewater utilities will be typically located within the proposed right-of-way’s standard assignments as established by the City of Georgetown. Internal water mains will be located outside of the pavement within the right-of-way per GUS standard assignment. The internal lines will be constructed in accordance with the GUS water and wastewater system design criteria and specifications. Improvements include trench excavation and embedment, trench safety, piping, valves, hydrants, manholes, service connections, testing , related earthwork, erosion controls and all necessary appurtenances.

Drainage

Stormwater runoff generated within the development will be conveyed by a system of curb and gutters, inlets, storm drains, channels, and ponds before being released into a tributary of either the North Fork San Gabriel River to the south or Berry Creek to the east, and onto neighboring properties. The drainage study performed for the preliminary plat utilizes the NRCS method to determine peak flow runoff for the 2-, 10-, 25-, and 100-year storms. The site is entirely within the Edwards Aquifer Contributing Zone, and will therefore be required to provide water quality treatment and submit a related Contributing Zone Plan to TCEQ for all construction plan submittals.

Most of the site generally slopes in a southerly direction and is bisected by a small tributary of the North Fork San Gabriel River, conveying offsite flows through the site. This tributary constitutes roughly 22.5 acres of existing calculated non-FEMA floodplain on the site, and will necessitate two main culvert/bridge crossings. The portion of the site that flows to the northeast includes the 1 acre of FEMA zone A floodplain and constitutes a tributary to Berry Creek. Water Quality best management practices will be used to meet both the TCEQ's 80% TSS removal requirements along with the City of Georgetown's 85% removal requirement. Detention will be provided to reduce developed flows to pre-developed conditions for the 2, 10, 25, and 100-yr storm events.

Drainage improvements include trench excavation and embankment, trench safety, piping, manholes, junction boxes, inlets, headwalls, channels, and associated outflow structures, testing, related earthwork, and erosion controls.

Parkland Improvements

The improvements to the parkland include the construction of a 10' wide paved hike and bike trail built to ADA standards along with associated benches and lighting. There will also be a network of bench cut, natural surface trails woven throughout the parkland/floodplain area.

Refer to Exhibits 3 through 6 for maps of the improvements.

Soft Costs

Costs related to designing, constructing, installing, and financing the PID Improvements, including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, district formation costs, landscaping and other PID costs incurred and paid by the developer.

District Formation Costs –

District Formation Costs consist of the costs associated with forming the District, including, but not limited to, attorney fees, engineering costs, and any other cost or expense incurred by the City of the Developer directly associated with the establishment of the District.

Funding Sources –

There are no oversized improvement cost sharing or outside funding sources contributing to any portion of the MIA improvements. An Engineer's Opinion of Probable Cost (OPC) is included in Exhibit 7 with line-item descriptions of each improvement. Additionally, Exhibit 8 contains a schedule of construction for MIA improvements.

List of Attachments

- Exhibit 1 – MIA Boundary Map
- Exhibit 2 – MIA/District Legal Description
- Exhibit 3 – MIA Drainage Improvement Map
- Exhibit 4 – MIA Sanitary Improvement Map
- Exhibit 5 – MIA Water Improvement Map
- Exhibit 6 – MIA Paving Improvement Map
- Exhibit 7 – MIA Parkland Improvement Map
- Exhibit 8 – Engineer's Opinion of Probable Cost
- Exhibit 9 – Construction Schedule

Exhibit 1 – MIA Boundary Map

HEIRLOOM TRACT
REGIONAL LOCATION MAP

SCALE: 1" = 2000'
GRAPHIC SCALE IN FEET
0 1000' 2000' 4000'

LEGEND

PROPERTY BOUNDARY

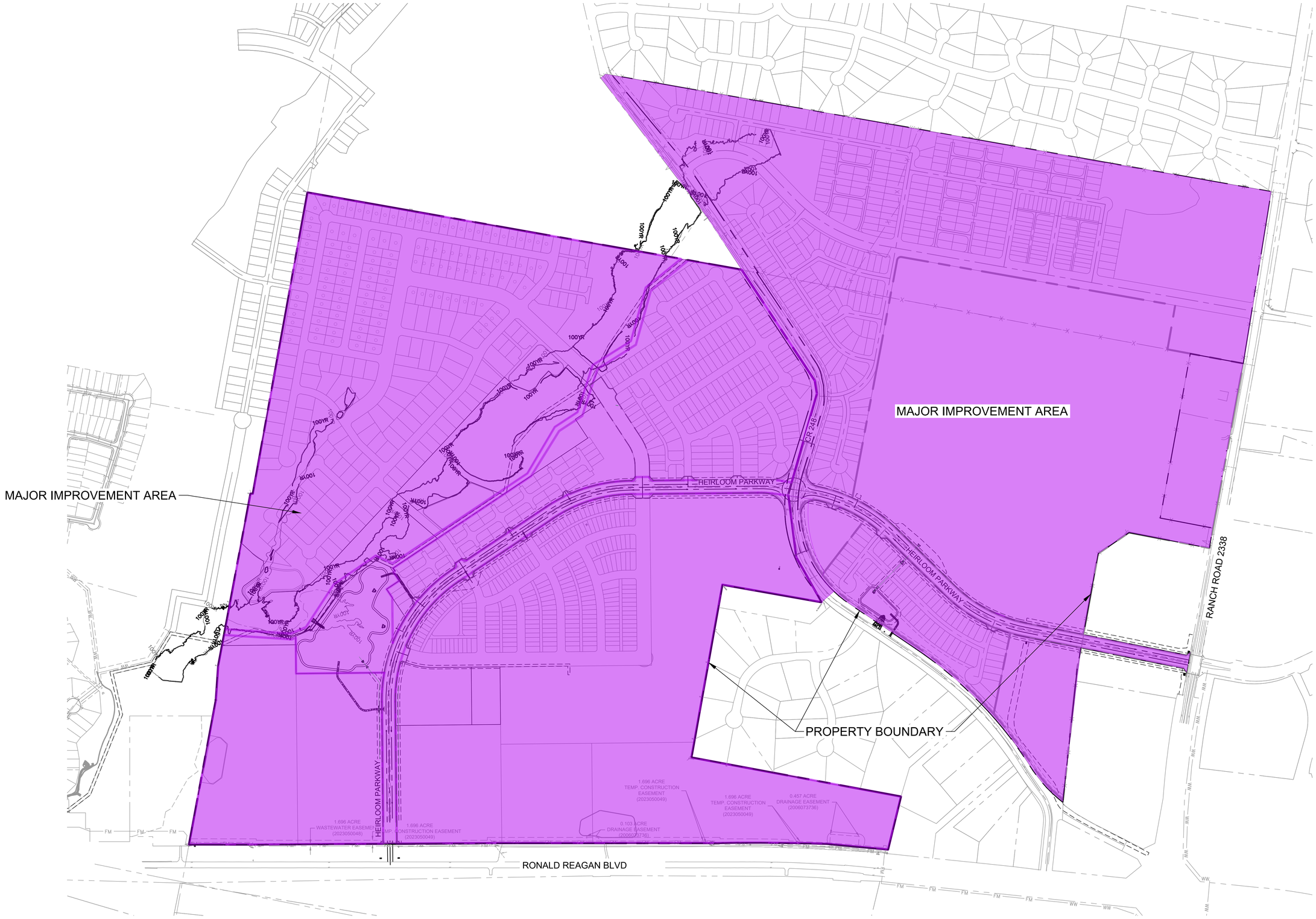
MAJOR IMPROVEMENT AREA

PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	5/11/2026	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1751 - COLUMBUS LAND\11937 HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\DACZ\HWP\SPIS EXHIBITS\REGIONAL LOCATION MAP.DWG DATE: 5/11/2026 4:24:51 PM BY: KTOVAR

HEIRLOOM TRACT
DISTRICT BOUNDARY / MAJOR IMPROVEMENT AREA EXHIBIT



SCALE: 1" = 300'
GRAPHIC SCALE IN FEET
0 150' 300' 600'

LEGEND

PROPERTY BOUNDARY

MAJOR IMPROVEMENT AREA

PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	8/13/2026	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1751 - COLUMBIA LAKES\1937 HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CADD\EXHIBITS\DISTRICT\DISTRICT EXHIBIT\DISTRICT IMPROVEMENT MAPS.DWG DATE: 8/13/2026 9:52:23 AM BY: DTOVAR

Exhibit 2 – MIA/District Legal Description

Heirloom – PID Creation Resolution
Exhibit B

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

361.943 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 361.943 ACRES (APPROXIMATELY 15,766,246 SQ. FT.) IN THE CHARLES H. DELANEY SURVEY NO.11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 362.01 ACRE TRACT CONVEYED TO GVM III, LLC IN A SPECIAL WARRANTY DEED DATED JANUARY 30, 2019 AND RECORDED IN DOCUMENT NO. 2019009671 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 361.943 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of Ronald Reagan Boulevard (right-of-way width varies) as described in Document No. 2006073735 of the Official Public Records of Williamson County, Texas, being the southernmost southeast corner of the said 362.01 acre tract, being also the southwest corner of Lot 5, Block F, Wade Crossing Phase 1, a subdivision recorded in Cabinet T, Slide 61 of the Plat Records of Williamson County, Texas;

THENCE with the north right-of-way line of Ronald Reagan Boulevard and the south line of the said 362.01 acre tract, the following thirteen (13) courses and distances:

1. South 64°21'56" West, a distance of 61.85 feet to a 1/2" rebar with "RPLS 5784" cap found;

2. With a curve to the left, having a radius of 8650.00 feet, a delta angle of 04°26'04", an arc length of 669.48 feet, and a chord which bears South 62°20'34" West, a distance of 669.31 feet to a 1/2" rebar with "PBSJ" cap found;

3. North 30°06'18" West, a distance of 9.99 feet to a 1/2" rebar with "PBSJ" cap found;

4. With a curve to the left, having a radius of 8670.00 feet, a delta angle of 01°28'05", an arc length of 222.14 feet, and a chord which bears South 59°23'20" West, a distance of 222.14 feet to a 1/2" rebar with "RPLS 5784" cap found;

5. South 58°39'00" West, a distance of 254.37 feet to a 1/2" rebar with "PBSJ" cap found;

6. North 31°40'32" West, a distance of 9.94 feet to a 1/2" rebar with "PBSJ" cap found;

7. South 58°39'01" West, a distance of 1518.07 feet to a 1/2" rebar with "PBSJ" cap found;

8. South 31°34'30" East, a distance of 20.03 feet to a 1/2" rebar with "PBSJ" cap found;

9. South 58°39'20" West, a distance of 1706.47 feet to a 1/2" rebar with "PBSJ" cap found;

10. North 32°01'03" West, a distance of 9.97 feet to a 1/2" rebar with "PBSJ" cap found;

11. South 58°40'41" West, a distance of 382.01 feet to a 1/2" rebar with "PBSJ" cap found;

12. South 31°19'19" East, a distance of 10.14 feet a cotton spindle "Early Boundary" washer set;

13. South 58°40'41" West, a distance of 42.16 feet to a 1/2" rebar with "PBSJ" cap found for the southwest corner of said 362.01 acre tract, being the southeast corner of a 523.521 acre tract described in Document No. 2022010857 of the Official Public Records of Williamson County, Texas;

THENCE with the west line of said 362.01 acre tract and the east line of said 523.521 acre tract, the following six (6) courses and distances:

1. North 20°51'09" West, a distance of 1031.61 feet to a 1/2" rebar found in the west side of a live oak tree;

2. North 27°20'27" West, a distance of 238.87 feet to a 1/2" rebar with illegible cap found;

3. North 20°43'00" West, a distance of 451.23 feet to a 1/2" rebar with illegible cap found;

4. North 20°44'15" West, a distance of 766.10 feet to a 1/2" rebar with illegible cap found;

5. North 64°38'15" East, a distance of 15.94 feet to 1/2" rebar found;

6. North 21°03'54" West, a distance of 2128.29 feet to a 1/2" rebar with "RPLS 5784" cap found for the northwest corner of said 362.01 acre tract;

THENCE North 68°43'41" East, with the north line of the 362.01 acre tract and the south line of the 523.521 acre tract, passing a 1/2" rebar with "Bury" cap found at a distance of 729.11 feet and continuing for a total distance of 3065.64 feet to a 1/2" rebar found in the southwest right-of-way line of County Road 248, being the northeast corner of the said 362.01 acre tract, being the easternmost corner of the said 523.521 acre tract;

THENCE with the west right-of-way line of County Road 248 and the east line of the said 362.01 acre tract, the following five (5) courses and distances:

1. South 64°44'40" East, a distance of 923.60 feet to a 1/2" rebar found;
2. South 40°32'58" East, a distance of 91.06 feet to a 1/2" rebar found;
3. South 15°30'30" East, a distance of 728.47 feet to a 6" x 6" square metal fence post;
4. South 38°36'41" East, a distance of 440.03 feet to a 1/2" rebar found;
5. South 60°43'49" East, a distance of 359.07 feet to a 1/2" rebar in concrete found for a southeast corner of the said 362.01 acre tract, being an angle point in the north line of Lot 36, Block F, of said Wade Crossing Phase 1, from which a 1/2" rebar found for angle point in the south right-of-way line of County Road 248, being the northeast corner of Lot 36, bears North 14°44'57" East, a distance of 21.45 feet;

THENCE with the common line of the said 362.01 acre tract, said Wade Crossing Phase 1 and Wade Crossing Phase II, a subdivision recorded in Cabinet V, Slide 227 of the Plat Records of Williamson County, Texas, the following ten (10) courses and distances:

1. South 68°42'08" West, a distance of 700.14 feet to a 1/2" rebar with "Diamond" cap found for the northwest corner of said Lot 36, Block F, of said Wade Crossing Phase 1;
2. South 21°17'04" East, a distance of 160.18 feet to a 1/2" rebar found for the southwest corner of said Lot 36, being the northwest corner of Lot 32, Block F, of said Wade Crossing Phase II;
3. South 21°02'35" East, a distance of 157.37 feet to a 1/2" rebar with illegible cap found for the northwest corner of Lot 31, Block F, of said Wade Crossing Phase II;
4. South 21°13'20" East, a distance of 231.14 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 31, being the northwest corner of Lot 30, Block F, of said of said Wade Crossing Phase II;

5. South 21°10'18" East, a distance of 244.21 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 30, being the northwest corner of Lot 29, Block F, of said Wade Crossing Phase II;

6. South 21°13'23" East, a distance of 296.63 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 29;

7. South 21°15'05" East, a distance of 130.36 feet to a mag nail in concrete found for the southwest corner of Lot 28, Block F, of said Wade Crossing Phase II, from which a 1/2" rebar found, bears North 13°10'21" East, a distance of 0.72 feet;

8. North 69°15'03" East, a distance of 249.83 feet to a 1/2" rebar with illegible cap found for the southeast corner of said Lot 28, being the southwest corner of Lot 27, Block F, of said Wade Crossing Phase II;

9. North 69°12'00" East, a distance of 1231.49 feet to a 1/2" rebar found for the southeast corner of Lot 9, Block F, of said Wade Crossing Phase II;

10. South 17°40'36" East, a distance of 407.67 feet to the **POINT OF BEGINNING**, containing an area of 361.943 acres, more or less.

Surveyed on the ground on March 30, 2023

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE

3/31/23

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

112.041 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 112.041 ACRES (APPROXIMATELY 4,880,523 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 112.041 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the south line of said 113.5 acre tract, same being the south line of said Lot 5, being also in the north line of a 50 acre tract described in Volume 353, Page 94 of the Deed Records of Williamson County, Texas;

THENCE South 69°10'58" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said 50 acre tract, a distance of 374.52 feet to a 1/2" rebar with "Steger Bizzell" cap found for the northernmost northeast corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas;

THENCE South 69°08'50" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, a distance of 1407.11 feet to a 1/2" rebar found;

THENCE South 69°20'01" West, continuing with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, passing

at a distance of 1659.17 feet a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of said Lot 1, also being the northeast corner of a 1.43 acre right-of-way dedication shown on said G.I.S.D. West Side subdivision, passing at an additional distance of 23.47 feet a 1/2" rebar with "Steger Bizzell" cap found for the northwest corner of said 1.43 acre right-of-way dedication and continuing, in all, a total distance of 1730.44 feet to a calculated point in the center of the existing pavement of County Road 248;

THENCE with the centerline of the existing pavement of County Road 248, as approximated by the following courses and distances:

1. North 65°57'11" West, a distance of 456.27 feet to a calculated point;
2. North 67°52'24" West, a distance of 1147.05 feet to a calculated point;
3. North 60°21'36" West, a distance of 78.43 feet to a calculated point for the northwest corner of said 113.5 acre tract, being in the north line of said Lot 5;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, a distance of 45.32 feet to a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, also being the southwest corner of Block B of said West Ridge Subdivision Section One;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, and the south line of said Block B, West Ridge Subdivision Section One, and Block B, West Ridge Subdivision Section Two, a subdivision of record in Cabinet Q, Slide 82, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Three, a subdivision of record in Cabinet Q, Slide 84, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Four, a subdivision of record in Cabinet Q, Slide 311, of the Plat Records of Williamson County, Texas, a distance of 4632.80 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, being the southwest corner of a 20' right-of-way dedication shown on said West Ridge Subdivision Section Four;

THENCE North 68°39'29" East, with the right-of-way line of Ranch Road 2338 and the north line of said 113.5 acre tract, same being the north line of said Lot 5, passing at a distance of 18.99 feet to 1/2" rebar found, and continuing, in all, a total distance of 20.00 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, from which:

- a concrete highway monument found for a point of tangency in the west right-of way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 1814.24 feet,

- a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 63.67 feet, and North 67°45'34" East, a distance of 80.00 feet;

THENCE crossing said 113.5 acre tract with the west right-of-way line of Ranch Road 2338, the following courses and distances:

1. South 22°14'26" East, a distance of 962.43 feet to a calculated point for a point of curvature, from which a disturbed concrete highway monument found, bears South 67°45'34" West, a distance of 1.30 feet;

2. With a curve to the right, having a radius of 11419.16 feet, a delta angle of 01°14'47", an arc length of 248.41 feet, and a chord which bears South 21°33'43" East, a distance of 248.40 feet to the **POINT OF BEGINNING**, containing an area of 112.271 acres, for a net acreage of 112.041 acres of land, more or less, *of which approximately 1.375 acres lies between the fence and the center of the existing pavement of County Road 248.*

SAVE AND EXCEPT TRACT

A DESCRIPTION OF 10,000 SQ. FT. IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10,000 SQ. FT. MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, being the southwest corner of Lot 4, Block B of the said West Ridge Subdivision Section One, being also in the north line of the said 113.5 acre tract;

THENCE South 67°22'36" East, crossing the said 113.5 acre tract, a distance of 1307.76 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found for **THE POINT OF BEGINNING**, being the apparent west corner of the said 10,000 sq. ft. tract;

THENCE continuing across the said 113.5 acre tract with the apparent perimeter of the said 10,000 sq. ft. tract, the following courses and distances:

1. North 22°37'24" East, a distance of 100.00 feet to a calculated point;
2. South 67°22'36" East, a distance of 100.00 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found;
3. South 22°37'24" West, a distance of 100.00 feet to a calculated point, from which a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, being the northeast corner of a 1.43 acre right-of-way dedication shown on the said G.I.S.D. West Side subdivision, also being in the south line of the said 113.5 acre tract bears, South 68°38'13" East, a distance of 292.54 feet;
4. North 67°22'36" West, a distance of 100.00 feet the **POINT OF BEGINNING**, containing 10,000 sq. ft., more or less.

Surveyed on the ground on December 30, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE-125 AC

01/02/2025
Date

John L. Briley
Registered Professional Land Surveyor
State of Texas No. 7070

STATE OF TEXAS
REGISTERED
JOHN L. BRILEY
7070
PROFESSIONAL
LAND SURVEYOR

GISD Property
[See next 8 pages]

BEING 98.38 acres of land, situated in the Charles H. Delaney Survey, Abstract No. 181, in Williamson County, Texas, said land being a portion of that certain tract of land, called 132.42 acres, as conveyed to Willrae Partners I, Ltd. by deed recorded as Document No. 2004067447 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of December, 2005, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the west line of Farm to Market Highway No. 2338, marking the most easterly Northeast corner of the above-referenced Willrae Partners I, Ltd. tract, being the occupied Southeast corner of that certain tract of land, called 50 acres, as conveyed to Emzie Lee Fisher and wife, Elzora Fisher, by deed as recorded in Volume 353, Page 94, of the Deed Records of Williamson County, Texas, for the most easterly Northeast corner hereof;

THENCE, along the said west line of F.M. Highway No. 2338, being an easterly line of the said Willrae Partners I, Ltd. tract, S 20° 59' 45" E, 140.01 feet to an iron pin set for the most northerly Southeast corner hereof;

THENCE, S 69° 36' 15" W, 565.00 feet to an iron pin set for an interior corner hereof;

THENCE, S 24° 18' 15" W, 260.32 feet to an iron pin set for an interior corner hereof;

THENCE, S 20° 59' 45" E, 815.00 feet to an iron pin set; and S 25° 10' 15" E, 944.38 feet to an iron pin set on the north line of County Road No. 248, being the south line of the said Willrae Partners I, Ltd. tract, for the most southerly Southeast corner hereof;

THENCE, along the north and east line of County Road No. 248, being the south and west line of the said Willrae Partners I, Ltd. tract, as follows; N 86° 19' 30" W, 26.23 feet to an iron pin found; N 82° 15' 30" W, 120.16 feet to an iron pin found; N 69° 37' 30" W, 134.82 feet, to an iron pin found; N 65° 08' W, 230.89 feet to an iron pin found; N 68° 34' W, 207.37 feet to an iron pin found at a 10" Hackberry; N 72° 09' 30" W, 270.16 feet to an iron pin found at an 8" Hackberry; N 82° 40' 45" W, 414.51 feet to an iron pin found; N 87° 18' 30" W, 789.19 feet to an iron pin found at a 4" Live Oak; N 77° 36' W, 53.97 feet to an iron pin found; N 63° 23' 15" W, 279.77 feet to an iron pin found; N 51° 54' 15" W, 77.46 feet to an iron pin found; N 38° 08' 30" W, 259.64 feet to an iron pin found at an 8" Live Oak; N 31° 52' 15" W, 64.78 feet to an iron pin found; N 19° 53' W, 223.39 feet to an iron pin found; N 12° 48' 45" W, 198.09 feet to an iron pin found at an 8" Live Oak; N 15° 03' 15" W, 314.92 feet to an iron pin found; N 33° 51' 15" W, 73.71 feet to an iron pin found; N 44° 52' W, 48.30 feet to an iron pin found; N 57° 54' 30" W, 66.91 feet to an iron pin found; N 64° 39' W, 447.55 feet to an iron pin found and N 65° 09' W, 371.07 feet to an iron pin found for the Northwest corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of that certain tract of land, called 113.50 acres, as conveyed to Emzie Lee Fisher by deed as recorded in Volume 756, Page 287, of the Deed Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, along the south line of the said 113.50 acre Fisher tract, N 69° 20' E, 1,682.59 feet to an iron pin found marking the most northerly Northeast corner of the said Willrae Partners I, Ltd. tract, for the most northerly Northeast corner hereof;

THENCE, with a fence, along an easterly line of the said Willrae Partners I, Ltd. tract, being the west line of the said 50 acre Fisher tract, as follows; S 14° 54' 15" E, 295.09 feet to a 40d nail found; S 14° 07' 45" E, 185.57 feet to a 40d nail found at a railroad tie post; S 18° 39' 15" E, 80.97 feet to a 40d nail found; S 20° 00' 45" E, 64.09 feet to a 40d nail found; S 21° 35' 45" E, 106.19 feet to a 40d nail found at a 32" Live Oak; S 20° 29' E, 280.39 feet to a 40d nail found and S 20° 59' 45" E, 141.06 feet to an iron pin found marking an interior corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of the said 50 acre Fisher tract, for an interior corner hereof;

THENCE, N 69° 36' 15" E, 1,841.06 feet to the Place of BEGINNING and containing 98.38 acres of land.

DESCRIPTION OF 1.63 ACRES OF LAND

DESCRIPTION OF A 1.63 ACRE TRACT OF LAND LOCATED IN THE CHARLES H. DULANEY SURVEY NO. 2, ABSTRACT NO. 181, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 34.124 ACRE TRACT OF LAND CONVEYED TO TROOP DURGIN WRIGHT PROPERTIES, LP, BY WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 2016000533, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPR), SAID 1.63 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND IN JANUARY, 2023, UNDER THE DIRECT SUPERVISION OF PATRICK J. STEVENS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron set with cap stamped "STEGER BIZZELL" set in the east boundary line of said 34.124 acre tract, and in the west right of way of Ranch Road 2338, a right of way of variable width of record in Volume 416, Page 60, of the deed records of Williamson County, Texas (DR), for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with cap stamped "PBS&J" found in the west line of said Ranch Road 2338 for an easterly corner of said 34.124 acre tract lies South 20°59'34" East, a distance of 158.26 feet;

THENCE, over and across said 34.124 acre tract, North 66°02'25" West, a distance of 35.33 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and South 69°58'39" West, a distance of 724.89 feet to a cotton spindle set with washer stamped "STEGER BIZZELL" in the east boundary line of that certain called 98.38 acre tract of land conveyed to Georgetown Independent School District by Warranty Deed of record in Document Number 2006075903, OPR, for the southwest corner of the herein described tract, from which a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract for a westerly corner of said 34.124 acre tract lies South 20°59'38" East, a distance of 149.72 feet;

THENCE, North 20°59'38" West, a distance of 94.01 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract and in the west line of said 34.124 acre tract for the northwest corner of the herein described tract;

THENCE, over and across said 34.124 acre tract, North 69°58'39" East, a distance of 724.90 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and North 24°05'34" East, a distance of 35.30 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 34.124 acre tract, and in the west line of said Ranch Road 2338, for the northeast corner of the herein described tract;

THENCE, with the east line of said 34.124 acre tract, same being the west line of said Ranch Road 2338, South 20°59'34" East, a distance of 143.90 feet to the **POINT OF BEGINNING,** and containing 1.63 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are grid values represented in U.S. Survey Feet.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a sketch of the subject tract.

I certify that this description was prepared from an on the ground survey made in January, 2023, by me or under my supervision.

Steger & Bizzell Engineering Inc.

2-3-23

Patrick J. Stevens, RPLS
Texas Reg. No. 5784
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

P:\22000-22999\22923 GISD Troop 1_74ac\Survey Data\Descriptions\22923-GISD TROOP ROW-GRID.docx

DESCRIPTION OF

DESCRIPTION OF A 38.53 ACRE TRACT OF LAND LOCATED IN THE C.H. DILANEY SURVEY, ABSTRACT 181, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 50 ACRE TRACT OF LAND CONVEYED TO EMZIE LEE FISHER, ET UX, BY WARRANTY DEED OF RECORD IN VOLUME 354, PAGE 94, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 38.53 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found on the west right-of-way line of RM 2338, also known as Williams Drive, an 80.00 foot wide roadway, as dedicated in Volume 416, Page 60, said Deed Records, at its intersection with the south line of said 50 acre tract of land, for the eastern most northeast corner of that certain 98.38 acre tract of land conveyed to the Georgetown Independent School District by Warranty Deed of record in Document No. 2006075903, of the Official Public Records of Williamson County, Texas, from which point a 1/2 inch iron rod with cap stamped "5784" found on said west right-of-way line of RM 2338, for the eastern most southeast corner of said 98.38 ac tract of land, same point being the northeast corner of that certain 34.124 acre tract of land conveyed to Troop Durgin Wright Properties, LP, by Special Warranty Deed of record in Document No. 2016000533, said Official Public Records bears South 21°01'00" East, with said right-of-way, a distance of 139.94 feet;

THENCE, South 69°36'44" West, with said south line of the 50 acre tract, same line being a north line of said 98.38 acre tract, a distance of 374.52 feet to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, South 69°36'44" West, continuing with the common line of the 50 acre tract and the 98.38 acre tract, a distance of 1466.64 feet, to a 1/2 inch iron rod found for the southwest corner of said 50 acre tract, same point being an interior corner of said 98.38 acre tract of land, and for the southwest corner of the herein described tract;

THENCE, with the west line of said 50 acre tract, same line being an east line of said 98.38 acre tract, the following seven (7) courses and distances:

1. North 20°59'16" West, a distance of 141.06 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
2. North 20°29'49" West, a distance of 280.19 feet to a 40d nail in a fence post found;
3. North 21°33'45" West, a distance of 106.02 feet, to a 40d nail in a fence post found;
4. North 20°04'23" West, a distance of 64.17 feet, to a 40d nail in a fence post found;

RECORDERS MEMORANDUM

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

5. North 18°37'34" West, a distance of 80.98 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
6. North 14°06'04" West, a distance of 185.59 feet, to a 40d nail in a fence post found;
7. North 14°53'55" West, a distance of 295.09 feet, to a 1/2 inch iron rod found on the south line of that certain 113.5 acre tract of land conveyed to Emzie Lee Fisher by deed of record in Volume 756, Page 287, said Deed Records, for the northwest corner of said 50 acre tract, same point being the northern most northeast corner of said 98.38 acre tract of land, and for the northwest corner of the herein described tract;

THENCE, North 69°09'19" East, with the north line of said 50 acre tract, same line being said south line of the 113.5 acre tract of land, a distance of 1407.10 feet, to a /2 inch iron rod with cap stamped "STEGER BIZZELL" set for the northeast corner of the herein described tract, from which point a Texas Department of Transportation concrete monument with brass disc (TxDOT Type II) found on said west right-of-way line of RM 2338, bears North 69°09'19" East, a distance of 374.50 feet;

THENCE, South 20°59'55" East, severing said 50 acre tract, a distance of 1161.85 feet, to the **POINT OF BEGINNING**, and containing 38.53 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00015.

The forgoing metes and bounds description and survey on which it is based is accompanied by and a part of survey map of the subject tract.

I certify that this description was prepared from a survey made on the ground in/on June and July 2017, under my supervision.

Steger & Bizzell Engineering Inc.

07/05/17

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

P:\22000-22999\22534 GISD_Fisher\Survey Data\Descriptions\22534-m&b-GISD Fisher Tract.docx

1978 S. Austin Ave
Georgetown, TX 78626

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

10.001 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 10.001 ACRES (APPROXIMATELY 435,639 SQ. FT.) IN THE C.H. DELANEY SURVEY NO 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 50 ACRE TRACT CONVEYED TO EMZIE AND ELZORA FISHER IN A WARRANTY DEED DATED NOVEMBER 5, 1948 AND RECORDED IN VOLUME 353, PAGE 94 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.001 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the north line of said 50 acre tract, also being in the south line of a 113.5 acre tract described in Volume 756, Page 287 of the Deed Records of Williamson County, Texas, same being the south line of Lot 5 of M.C. Hamilton's Subdivision, a subdivision of record in Volume 27, Page 137 of the Deed Records of Williamson County, Texas, from which a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 69°31'35" East, a distance of 80.00 feet;

THENCE South 20°59'36" East, with the west right-of-way line of Ranch Road 2338, crossing said 50 acre tract, a distance of 1164.60 feet to a 1/2" rebar with "Early Boundary" cap set for an angle point in the west right-of-way line of Ranch Road 2338, being in the south line of said 50 acre tract, being the northeast corner of a 3,848 sq. ft. right-of-way dedication shown on the G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with "Steger Bizzell" cap found for the southeast corner of said 3,848 sq. ft. right-of-way dedication, bears South 20°59'36" East, a distance of 139.94 feet;

THENCE South 69°37'24" West, with the right-of-way line of Ranch Road 2338, same being the north line of said 3,848 sq. ft. right-of-way dedication, also being the south line of said 50 acre tract, a distance of 27.50 feet to a 1/2" rebar with "Early Boundary" cap set for the easternmost northeast corner of Lot 1, Block A of said G.I.S.D. West Side, being the northwest corner of said 3,848 sq. ft. right-of-way dedication;

THENCE South 69°37'24" West, with the south line of said 50 acre tract and a north line of said Lot 1, a distance of 347.07 feet to a 1/2" rebar with "Steger Bizzell" cap found for an interior corner of said Lot 1;

THENCE North 20°59'31" West, crossing said 50 acre tract with an east line of said Lot 1, a distance of 1161.72 feet to a 1/2" rebar with "Steger Bizzell" cap found in the north line of said 50 acre tract, being the northernmost northeast corner of said Lot 1, being also in the south line of said 113 5 acre tract, same being the south line of said Lot 5;

THENCE North 69°10'58" East, with the north line of said 50 acre tract, and the south line of said 113.5 acre tract, same being the south line of said Lot 5, a distance of 374.52 feet to the **POINT OF BEGINNING**, containing an area of 10.001 acres, more or less.

Surveyed on the ground on August 28, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-125AC

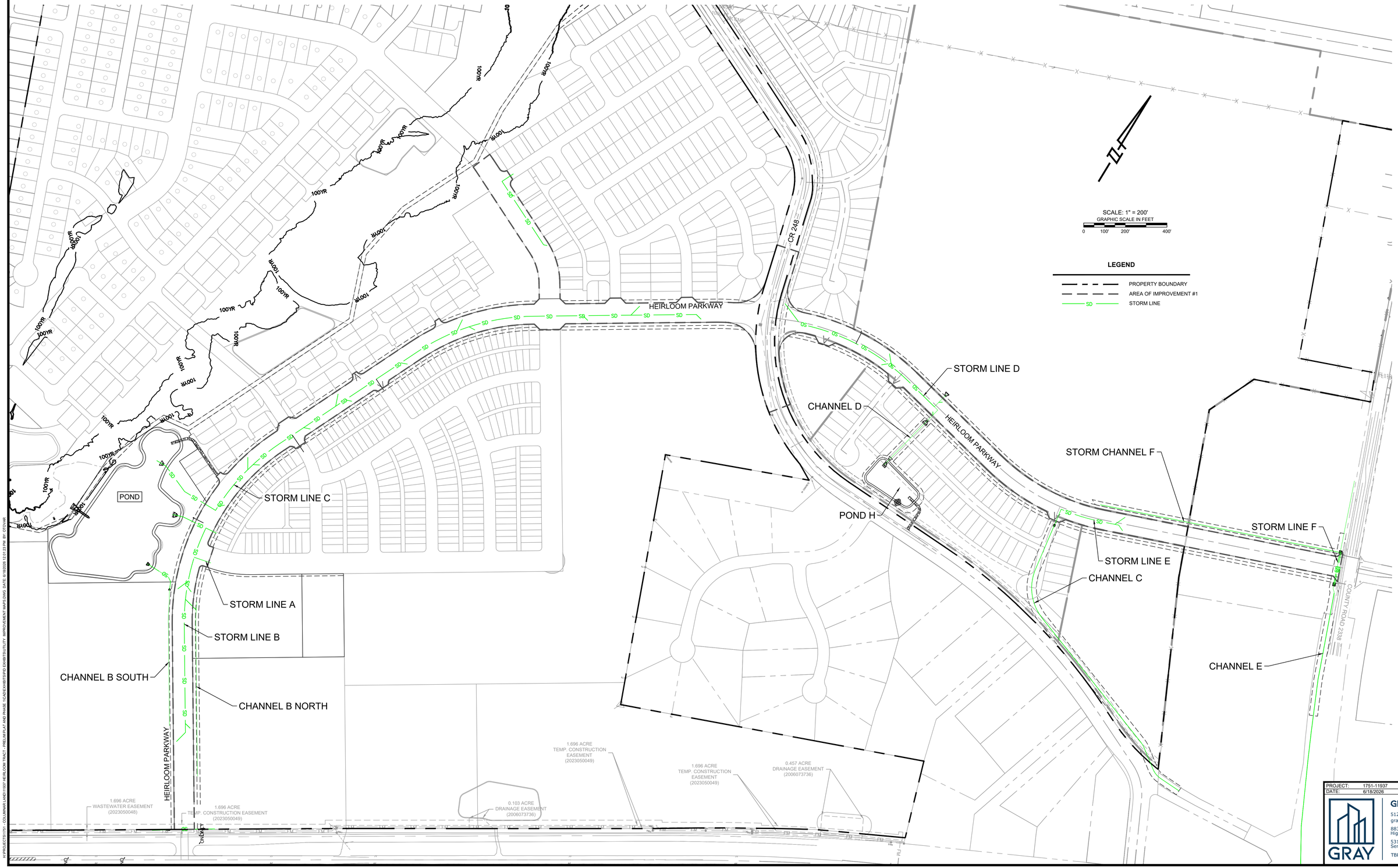
08-30-24

John L. Briley Date
Registered Professional Land Surveyor
State of Texas No. 7070

STATE OF TEXAS
REGISTERED
JOHN L. BRILEY
7070
PROFESSIONAL
LAND SURVEYOR

Exhibit 3 – MIA Drainage Improvement Map

HEIRLOOM TRACT
DRAINAGE IMPROVEMENT MAP



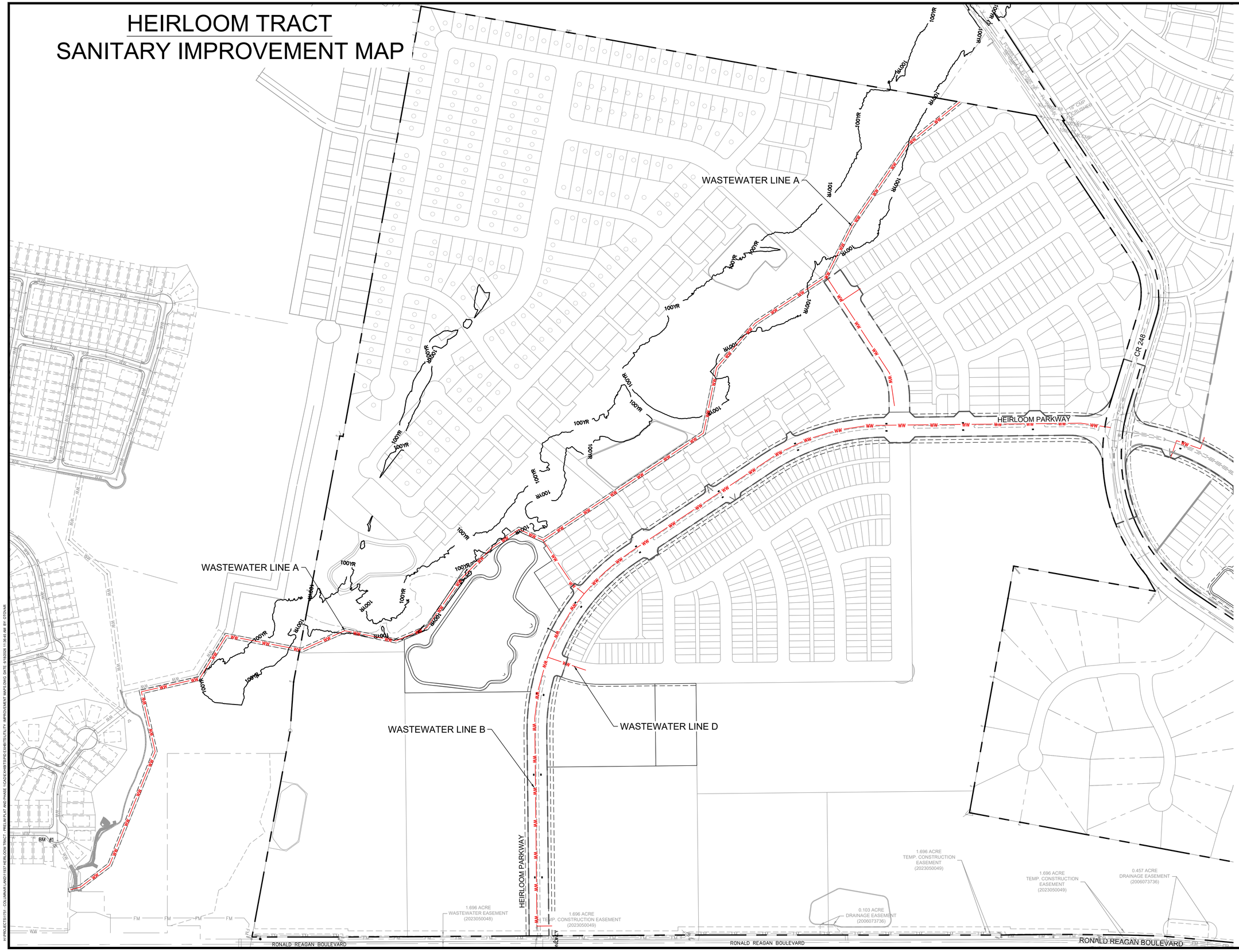
PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	6/18/2026	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

I:\PROJECTS\751 - COLUMBUS LAND\11937 HEIRLOOM TRACT - PRELIMS PLAT AND PHASE 1\CADD\EXHIBITS\PFS EXHIBIT\UTILITY IMPROVEMENT MAPS.DWG DATE: 6/18/2026 1:21:23 PM BY: KTOVAR

Exhibit 4 – MIA Sanitary Improvement Map

HEIRLOOM TRACT
SANITARY IMPROVEMENT MAP



SCALE: 1" = 200'
GRAPHIC SCALE IN FEET
0 100' 200' 400'

LEGEND

- PROPERTY BOUNDARY
- AREA OF IMPROVEMENT #1
- WW — WASTEWATER LINE

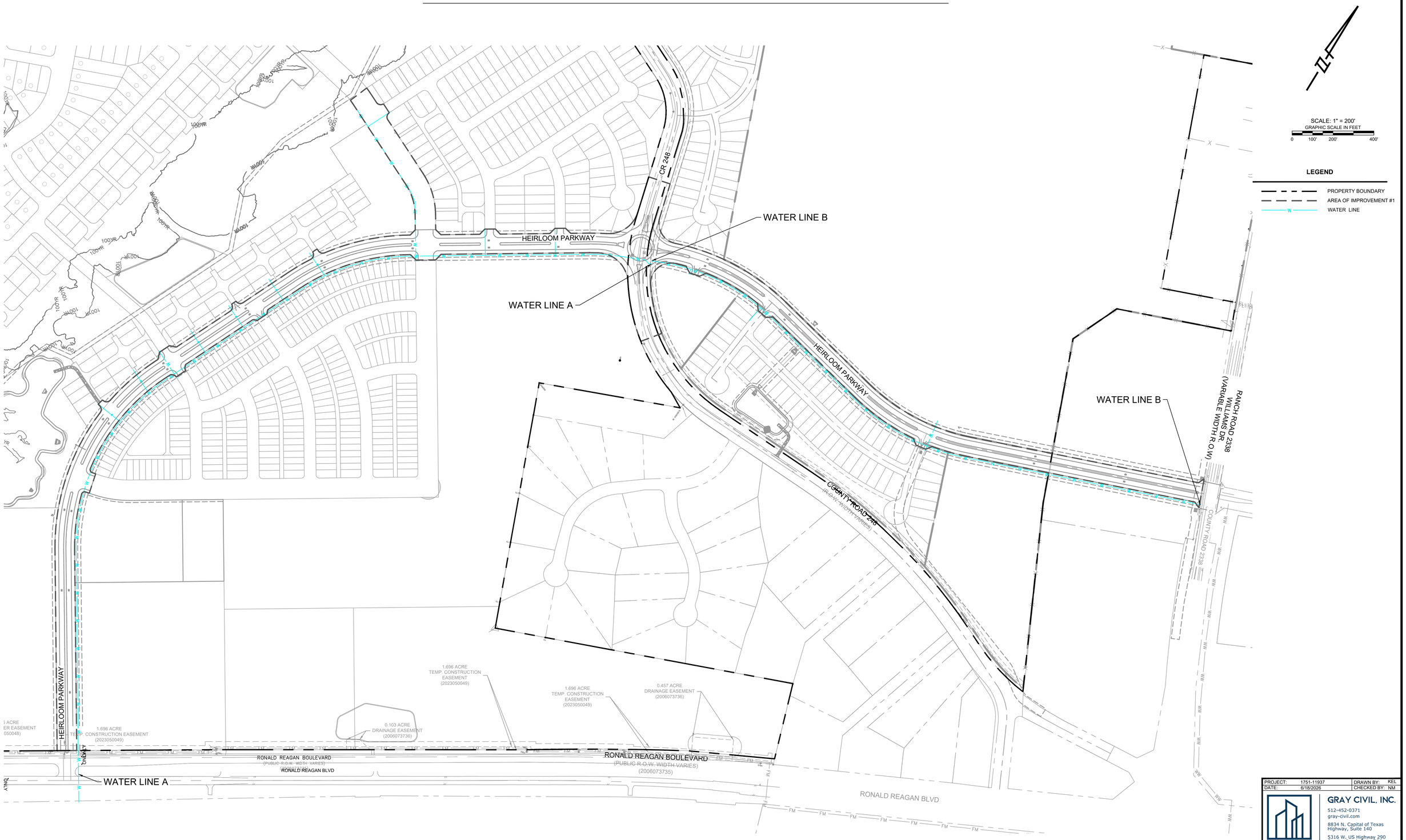
PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	6/18/2026	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
§316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

W:\PROJECTS\1751 - COLORADO LAND\11937 HEIRLOOM TRACT - PREL\8 PLAT AND PHASE 1\CIVIL\EXHIBITS\PSD CONSTR\UTILITY IMPROVEMENT MAPS.DWG DATE: 6/18/2026 11:36:46 AM BY: JTOWAR

Exhibit 5 – MIA Water Improvement Map

HEIRLOOM TRACT WATER IMPROVEMENT MAP



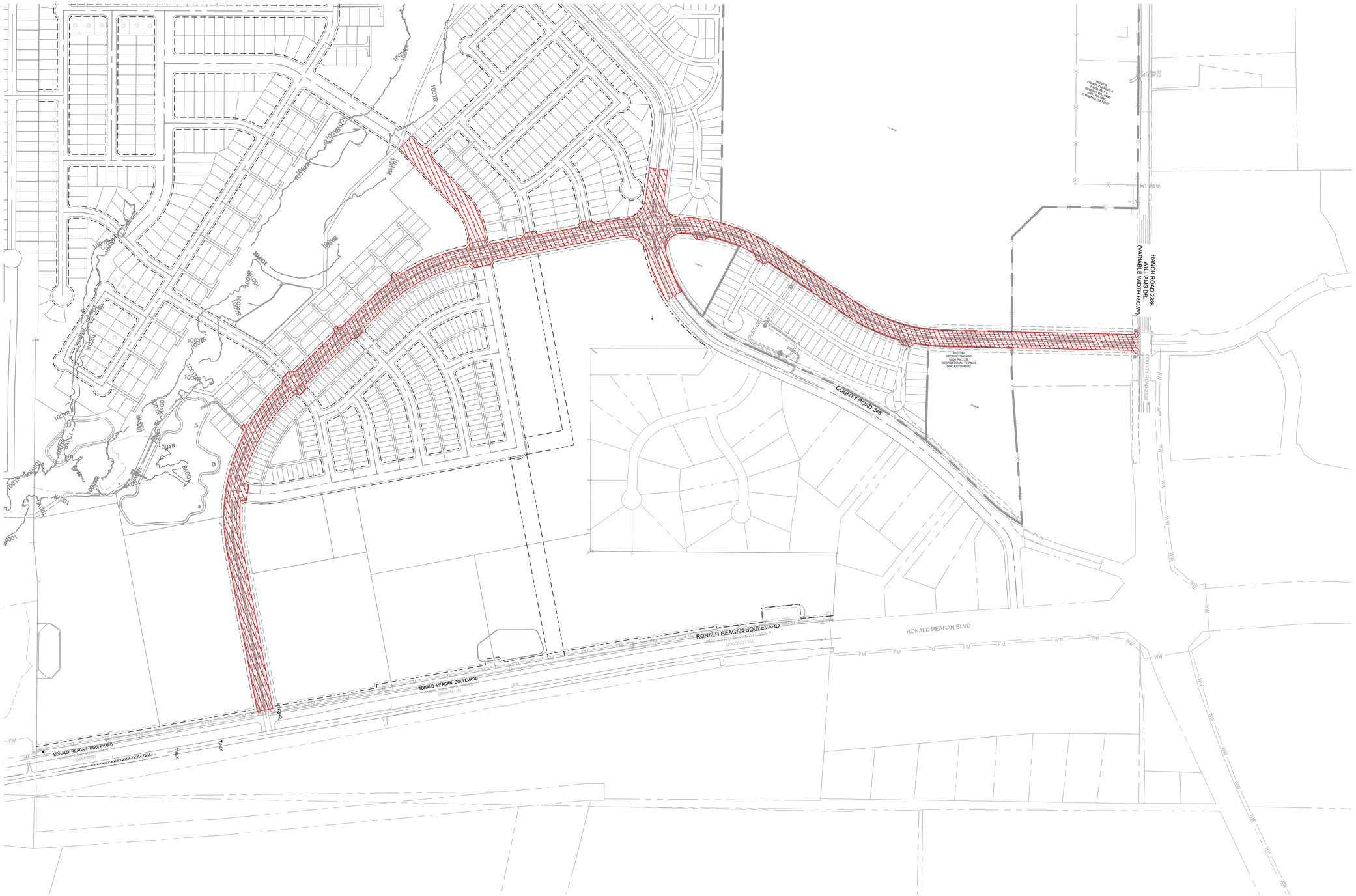
PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	6/18/2026	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1751 - COLUMBIA LAND\11937 HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CADD\EXHIBITS\PO EXHIBIT\UTILITY IMPROVEMENT MAP.DWG DATE: 6/18/2026 11:15:52 AM BY: OTOVAR

Exhibit 6 – MIA Paving Improvement Map

HEIRLOOM TRACT PAVEMENT IMPROVEMENT MAP



SCALE: 1" = 200'
GRAPHIC SCALE IN FEET
0 100' 200' 400'

LEGEND

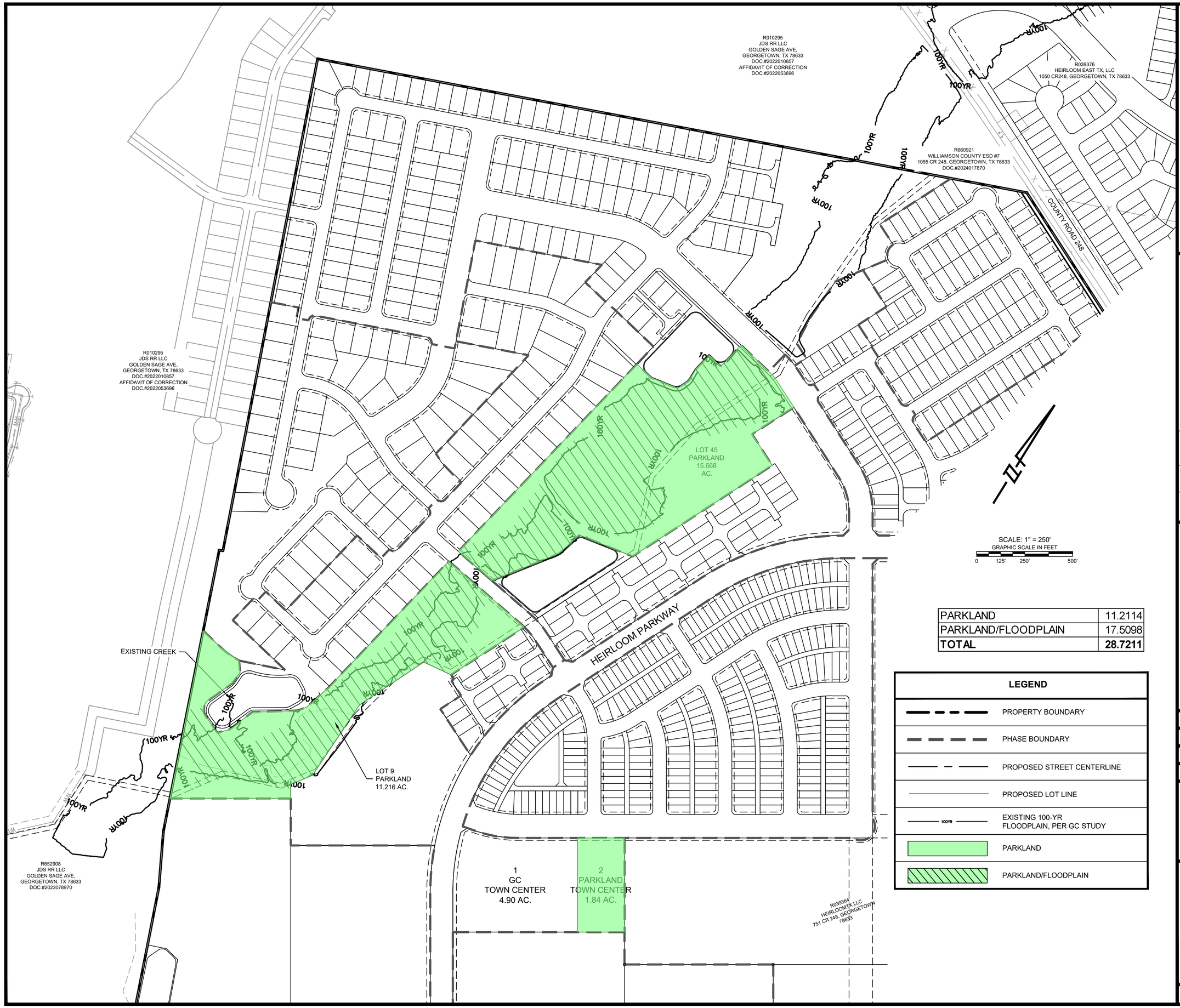
- PROPERTY BOUNDARY
- AREA OF IMPROVEMENT #1
- PAVING IMPROVEMENTS

PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	6/18/2026	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

I:\PROJECTS\1751 - COLUMNAR LAND\11937-HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CAD\2-PHB\TBPS\2 EXHIBIT\PAVING IMPROVEMENT MAP.DWG, DATE: 6/18/2026 10:47:31 AM BY: OTOVAR

Exhibit 7 – MIA Parkland Improvement Map



PARKLAND	11.2114
PARKLAND/FLOODPLAIN	17.5098
TOTAL	**28.7211**

LEGEND

- PROPERTY BOUNDARY
- PHASE BOUNDARY
- PROPOSED STREET CENTERLINE
- PROPOSED LOT LINE
- 100YR — EXISTING 100-YR FLOODPLAIN, PER GC STUDY
- PARKLAND
- PARKLAND/FLOODPLAIN

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946
GRAY

NO.	BY	DATE	REVISION DESCRIPTION

PHASE 01 PARKLANDS EXHIBIT

HEIRLOOM TRACT WEST
PRELIMINARY PLAT
WILLIAMSON COUNTY, TX

PROJECT NO: 11937

DESIGNED BY: OAT

DRAWN BY: OAT

CHECKED BY: NM

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

FOR REVIEW. THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF NICK MARINO 146339 ON SEPTEMBER 08, 2025. IT IS NOT TO USED FOR BIDDING, PERMIT OR CONSTRUCTION

SHEET 01 OF 01

H:\PROJECTS\1751 - COLUMNAR LAND\11937 HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CAD\EXHIBITS\11937-PARKLANDS EXHIBIT.DWG DATE: 8/17/2026 2:23:16 PM BY: OTOVAR

Exhibit 8 – Engineer's Opinion of Probable Cost

HEIRLOOM PHASE 1
ENGINEER'S OPINION OF
PROBABLE CONSTRUCTION COSTS

PROJECT: HEIRLOOM PHASE 1 BY: NM
BASED ON: Construction Plans DATE: 08/17/26
PREPARED BY: GRAY CIVIL INC. SF LOTS 0

STREET IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	SUBGRADE PREPARATION	60,491	SY	$2.20	$133,080.20
2	SUBGRADE PREPARATION (ADD/ALT)	5,219	SY	$2.00	$10,438.00
3	8" COMPACTED FLEX BASE MATERIAL	1,717	SY	$12.00	$20,604.00
4	8" COMPACTED FLEX BASE MATERIAL (ADD/ALT)	171	SY	$10.50	$1,795.50
5	10" COMPACTED FLEX BASE MATERIAL	1,236	SY	$9.00	$11,124.00
6	10" COMPACTED FLEX BASE MATERIAL (ADD/ALT)	5,048	SY	$11.00	$55,528.00
7	14" COMPACTED FLEX BASE MATERIAL	51,229	SY	$15.25	$781,242.25
8	16" COMPACTED FLEX BASE MATERIAL	6,309	SY	$12.50	$78,862.50
9	2" HMAC PAVEMENT	38,800	SY	$14.50	$562,600.00
10	2" HMAC PAVEMENT (ADD/ALT)	3,430	SY	$14.50	$49,735.00
11	4" HMAC PAVEMENT	4,267	SY	$21.50	$91,740.50
12	6" CONCRETE PAVEMENT (ALLEY)	541	SY	$91.00	$49,231.00
13	STANDARD 6" CONCRETE CURB & GUTTER	14,437	LF	$22.00	$317,614.00
14	STANDARD 6" CONCRETE CURB & GUTTER (ADD/ALT)	1,576	LF	$22.00	$34,672.00
15	RIBBON CURB	1,365	LF	$30.50	$41,632.50
16	6" CURB & GUTTER (SPILL) CURB	14,028	LF	$21.00	$294,588.00
17	6" CURB & GUTTER (SPILL) CURB (ADD/ALT)	1,573	LF	$20.00	$31,460.00
18	MOUNTABLE CURB AND GUTTER	421	LF	$47.00	$19,787.00
19	PEDESTRIAN RAMPS	70	EA	$1,817.00	$127,190.00
20	PEDESTRIAN RAMPS (ADD/ALT)	6	EA	$1,554.00	$9,324.00
21	5' CONCRETE SIDEWALK	433	SY	$58.00	$25,114.00
22	5' CONCRETE SIDEWALK (ADD/ALT)	543	SY	$63.00	$34,209.00
23	10' CONCRETE SIDEWALK	16,136	SY	$53.00	$855,208.00
24	8" CONCRETE ROUNDABOUT TRUCK APRON	573	SY	$215.00	$123,195.00
25	CONCRETE VALLEY GUTTER	10	EA	$7,100.00	$71,000.00
26	COLLECTOR STREET CONCRETE VALLEY GUTTER	3	EA	$9,940.00	$29,820.00
27	TYPE II DRIVEWAY (ADD/ALT)	1	EA	$2,420.00	$2,420.00
28	STREET END BARRICADES	15	EA	$1,246.00	$18,690.00
29	STREET END BARRICADES (ADD/ALT)	2	EA	$1,221.00	$2,442.00
30	SAW CUT AND TIE INTO EXISTING PAVEMENT	4	EA	$45.50	$182.00
31	TRAFFIC CONTROL PLAN	1	LS	$5,209.00	$5,209.00
32	TRAFFIC SIGNAGE	1	LS	$26,906.00	$26,906.00
33	TRAFFIC SIGNAGE (ADD/ALT)	1	LS	$1,230.00	$1,230.00
	SUB-TOTAL STREET IMPROVEMENTS				**$3,917,873.45**

SIGNALIZED INTERSECTION

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	ADD FOURTH LEG OF TRAFFIC SIGNAL AT PARMER RANCH BLVD AND WILLIAMS DR	1	LS	$200,000.00	$200,000.00
2	ADD TRAFFIC SIGNAL AT PARMER RANCH BLVD AND RONALD REAGAN BLVD	1	LS	$875,000.00	$875,000.00
	SUB-TOTAL SIGNALIZED INTERSECTION				**$1,075,000.00**

WASTEWATER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	8" PVC SDR-26 GRAVITY WASTEWATER LINE (ALL DEPTHS)	5,219	LF	$53.00	$276,607.00
2	8" PVC SDR-26 GRAVITY WASTEWATER LINE (ALL DEPTHS) (ADD/ALT)	820	LF	$50.00	$41,000.00
3	8" PVC 160 PSI PRESSURE PIPE	120	LF	$66.50	$7,980.00
4	12" PVC SDR-26 GRAVITY WASTEWATER LINE (ALL DEPTHS)	6,604	LF	$72.50	$478,790.00
5	12" PVC 160 PSI PRESSURE PIPE	20	LF	$155.50	$3,110.00
6	24" STEEL ENCASEMENT	100	LF	$111.00	$11,100.00
7	PARKLAND WW SERVICE	1	EA	$3,492.00	$3,492.00
8	4' DIA. STANDARD WASTEWATER MANHOLE	24	EA	$5,974.00	$143,376.00
9	4' DIA. STANDARD WASTEWATER MANHOLE (ADD/ALT)	3	EA	$5,948.00	$17,844.00
10	4' DIA. EXTERNAL DROP MANHOLE	2	EA	$7,537.00	$15,074.00
11	4' DIA. BOLTED AND GASKETED WASTEWATER MANHOLE	1	EA	$6,203.00	$6,203.00
12	5' DIA. STANDARD WASTEWATER MANHOLE	1	EA	$8,179.00	$8,179.00
13	5' DIA. EXTERNAL DROP MANHOLE	1	EA	$10,602.00	$10,602.00
14	5' DIA. BOLTED AND GASKETED WASTEWATER MANHOLE	22	EA	$8,292.00	$182,424.00
15	5' DIA. EXTERNAL DROP BOLTED AND GASKETED WASTEWATER MANHOLE	2	EA	$11,735.00	$23,470.00
16	EXTRA DEPTH 4' DIA. MANHOLE EXTENSION	98	VLF	$281.00	$27,538.00
17	EXTRA DEPTH 4' DIA. MANHOLE EXTENSION (ADD/ALT)	6	VLF	$410.00	$2,460.00
18	EXTRA DEPTH 5' DIA. MANHOLE EXTENSION	145	VLF	$491.00	$71,195.00
19	SINGLE WASTEWATER SERVICE (ADD/ALT)	5	EA	$3,778.00	$18,890.00
20	DOUBLE WASTEWATER SERVICE (ADD/ALT)	4	EA	$4,562.00	$18,248.00
21	CORE INTO EXISTING MANHOLE	1	EA	$4,007.00	$4,007.00
22	REMOVE & REPAIR EXISTING LIFT STATION ROAD	1	LS	$1,717.00	$1,717.00
23	TRENCH SAFETY SYSTEM	11,665	LF	$1.00	$11,665.00
24	TRENCH SAFETY SYSTEM (ADD/ALT)	820	LF	$1.00	$820.00
	SUB-TOTAL WASTEWATER IMPROVEMENTS				**$1,385,791.00**

WATER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	8" PVC C-900	707	LF	$49.00	$34,643.00
2	8" PVC C-901 (ADD/ALT)	129	LF	$51.00	$6,579.00
3	12" PVC C-900	8,013	LF	$74.50	$596,968.50
4	12" PVC C-901 (ADD/ALT)	795	LF	$75.00	$59,625.00
5	ENCASED 12" PVC C-900	189	LF	$135.00	$25,515.00
6	PARKLAND W SERVICE	1	EA	$3,794.00	$3,794.00
7	8" GATE VALVE WITH BOX AND COVER	10	EA	$2,944.00	$29,440.00
8	8" GATE VALVE WITH BOX AND COVER (ADD/ALT)	1	EA	$2,886.00	$2,886.00
9	12" RESILIENT GATE VALVE WITH BOX AND COVER	16	EA	$4,916.00	$78,656.00
10	12" RESILIENT GATE VALVE WITH BOX AND COVER (ADD/ALT)	1	EA	$4,820.00	$4,820.00
11	2" AIR RELEASE VALVE	2	EA	$5,852.00	$11,704.00
12	2" AIR RELEASE VALVE (ADD/ALT)	1	EA	$6,623.00	$6,623.00
13	2" FLUSH VALVE (ADD/ALT)	1	EA	$5,017.00	$5,017.00
14	FIRE HYDRANT ASSEMBLY	20	EA	$8,315.00	$166,300.00
15	FIRE HYDRANT ASSEMBLY (ADD/ALT)	2	EA	$8,564.00	$17,128.00
16	SINGLE WATER SERVICE (ADD/ALT)	3	EA	$3,705.00	$11,115.00
17	DOUBLE WATER SERVICE (ADD/ALT)	5	EA	$4,092.00	$20,460.00
18	24" WET CONNECTION	2	EA	$27,444.00	$54,888.00
19	TIE INTO 30" EXISTING LINE	1	EA	$27,756.00	$27,756.00
20	TRENCH SAFETY SYSTEM	8,725	LF	$0.50	$4,362.50
21	TRENCH SAFETY SYSTEM (ADD/ALT)	924	LF	$0.50	$462.00
	SUB-TOTAL WATER IMPROVEMENTS				**$1,168,742.00**

DRAINAGE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	18" RCP CL. III STORM SEWER (ALL DEPTHS)	2,109	LF	$61.00	$128,649.00
2	18" RCP CL. III STORM SEWER (ALL DEPTHS) (ADD/ALT)	398	LF	$60.00	$23,880.00
3	24" RCP CL. III STORM SEWER (ALL DEPTHS)	1,133	LF	$81.00	$91,773.00
4	24" RCP CL. III STORM SEWER (ALL DEPTHS) (ADD/ALT)	63	LF	$82.00	$5,166.00
5	30" RCP CL. III STORM SEWER (ALL DEPTHS)	459	LF	$101.00	$46,359.00
6	36" RCP CL. III STORM SEWER (ALL DEPTHS)	1,130	LF	$148.00	$167,240.00
7	42" RCP CL. III STORM SEWER (ALL DEPTHS)	250	LF	$211.00	$52,750.00
8	48" RCP CL. III STORM SEWER (ALL DEPTHS)	783	LF	$247.00	$193,401.00
9	60" RCP CL. III STORM SEWER (ALL DEPTHS)	608	LF	$422.00	$256,576.00
10	60" GASKETED RCP CL. III STORM SEWER (ALL DEPTHS)	224	LF	$496.00	$111,104.00
11	5' X 5' GASKETED RCB (ALL DEPTHS)	151	LF	$542.00	$81,842.00
12	4' X 4' REINFORCED CONCRETE BOX MANHOLE	1	EA	$5,408.00	$5,408.00
13	4' X 4' REINFORCED CONCRETE BOX MANHOLE (ADD/ALT)	1	EA	$4,977.00	$4,977.00
14	5' X 5' REINFORCED CONCRETE BOX MANHOLE	2	EA	$6,528.00	$13,056.00
15	6' X 6' REINFORCED CONCRETE BOX MANHOLE	2	EA	$8,066.00	$16,132.00
16	7' X 7' REINFORCED CONCRETE BOX MANHOLE	4	EA	$12,618.00	$50,472.00
17	4' DIA MANHOLE	2	EA	$5,194.00	$10,388.00
18	5' DIA MANHOLE	2	EA	$6,417.00	$12,834.00
19	6' DIA MANHOLE	1	EA	$7,698.00	$7,698.00
20	4' X 4' AREA INLET	4	EA	$4,622.00	$18,488.00
21	10' STANDARD STORMWATER CURB INLET	22	EA	$5,860.00	$128,920.00
22	10' STANDARD STORMWATER CURB INLET (ADD/ALT)	2	EA	$5,330.00	$10,660.00
23	CHANNEL B NORTH - 3' WIDE GRASS LINED CHANNEL	713	LF	$20.00	$14,260.00
24	CHANNEL B SOUTH - 3' WIDE GRASS LINED CHANNEL	815	LF	$21.50	$17,522.50
25	CHANNEL C - 4' WIDE GRASS LINED CHANNEL	1,460	LF	$32.50	$47,450.00
26	CHANNEL D - 5' WIDE GRASS LINED CHANNEL	302	LF	$15.50	$4,681.00
27	CHANNEL E - 15' WIDE GRASS LINED CHANNEL	730	LF	$18.00	$13,140.00
28	CHANNEL F - 8' WIDE GRASS LINED CHANNEL	1,134	LF	$18.50	$20,979.00
29	TEMPORARY CHANNEL - 3' WIDE GRASS LINED (ADD/ALT)	379	LF	$16.00	$6,064.00
30	24" HEADWALL W/ DISSIPATORS	1	EA	$6,530.00	$6,530.00
31	24" SET PER TXDOT DETAIL	2	EA	$3,777.00	$7,554.00
32	24" SLOPED HEADWALL (ADD/ALT)	1	EA	$2,870.00	$2,870.00
33	30" SET PER TXDOT DETAIL	4	EA	$4,450.00	$17,800.00
34	36" HEADWALL	1	EA	$7,608.00	$7,608.00
35	48" HEADWALL	1	EA	$12,351.00	$12,351.00
36	48" HEADWALL W/ DISSIPATORS	1	EA	$14,976.00	$14,976.00
37	60" HEADWALL W/ DISSIPATORS	1	EA	$19,812.00	$19,812.00
38	5' X 5' RCB HEADWALL W/ DISSIPATORS	1	EA	$21,979.00	$21,979.00
39	CONCRETE RIPRAP	55	SY	$174.00	$9,570.00
40	ROCK RIPRAP (ADD/ALT)	30	SY	$61.00	$1,830.00
41	WROUGHT IRON FENCE	100	LF	$85.00	$8,500.00
42	WROUGHT IRON FENCE (ADD/ALT)	190	LF	$84.00	$15,960.00
43	TRENCH SAFETY SYSTEM	6,905	LF	$1.00	$6,905.00
44	TRENCH SAFETY SYSTEM (ADD/ALT)	461	LF	$1.00	$461.00
	SUB-TOTAL DRAINAGE IMPROVEMENTS				**$1,716,575.50**

EROSION CONTROL IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	SILT FENCE FOR EROSION CONTROL	15,749	LF	$4.00	$62,996.00
2	SILT FENCE FOR EROSION CONTROL (ADD/ALT)	756	LF	$4.00	$3,024.00
3	INLET PROTECTION	26	EA	$102.00	$2,652.00
4	INLET PROTECTION (ADD/ALT)	2	EA	$100.00	$200.00
5	RESTORATION & REVEGETATION	53,567	SY	$1.90	$101,777.30
6	RESTORATION & REVEGETATION (ADD/ALT)	4,094	SY	$2.00	$8,188.00
7	STABILIZED CONSTRUCTION ENTRANCE	2	EA	$1,244.00	$2,488.00
8	RETAINING WALL (ADD/ALT)	1,144	SF	$24.00	$27,456.00
9	ROCK BERM	150	LF	$28.00	$4,200.00
10	ROCK BERM (ADD/ALT)	16	LF	$28.00	$448.00
11	DEMO EXISTING STRUCTURES	1	LS	$98,145.00	$98,145.00
12	STORMWATER POLLUTION PREVENTION PLAN	1	LS	$1,105.00	$1,105.00
13	TREE PROTECTION	6,573	LF	$4.50	$29,578.50
14	TREE PROTECTION (ADD/ALT)	350	LF	$4.00	$1,400.00
	SUB-TOTAL EROSION CONTROL				**$343,657.80**

CLEARING AND GRADING IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	CLEARING & GRUBBING	39	AC	$2,030.00	$79,170.00
2	CLEARING & GRUBBING (ADD/ALT)	2	AC	$2,011.00	$4,022.00
3	EXCAVATION	38,805	CY	$5.00	$194,025.00
4	EXCAVATION (ADD/ALT)	1,600	CY	$5.00	$8,000.00
5	EMBANKMENT	47,616	CY	$2.15	$102,374.40
6	EMBANKMENT (ADD/ALT)	13,876	CY	$1.75	$24,283.00
7	MATERIALS TESTING	1	LS	$170,261.00	$170,261.00
8	HAUL & PLACE GENERATED SPOILS	94,797	CY	$1.75	$165,894.75
	SUB-TOTAL CLEARING AND GRADING IMPROVEMENTS				**$748,030.15**

PARKLAND IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	TRAILS	1	LS	$750,000.00	$750,000.00
2	COMMON AREA LANDSCAPING	1	LS	$1,000,000.00	$1,000,000.00
3	PARK IMPROVEMENTS	1	LS	$250,000.00	$250,000.00
	SUB-TOTAL PARKLAND IMPROVEMENTS				**$2,000,000.00**

DESIGN AND ENGINEERING

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	DESIGN AND ENGINEERING	1	LS	$1,001,000.00	$1,001,000.00
	SUB-TOTAL SOFT COSTS				**$1,001,000.00**

DISTRICT FORMATION

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	FORMATION OF PID DISTRICT	1	LS	$300,000.00	$300,000.00
	SUB-TOTAL SOFT COSTS				**$300,000.00**

PROJECT MANAGEMENT FEE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	PROJECT MANAGEMENT FEE (4%)	1	LS	$494,226.80	$494,226.80
	SUB-TOTAL TRADITION TRAIL IMPROVEMENTS				**$494,226.80**

SUMMARY

ITEM	DESCRIPTION	GISD (9%)	HEIRLOOM	TOTAL
1	STREET IMPROVEMENTS	$352,608.61	$3,565,264.84	$3,917,873.45
2	SIGNALIZED INTERSECTION	$96,750.00	$978,250.00	$1,075,000.00
3	WASTEWATER IMPROVEMENTS	$124,721.19	$1,261,069.81	$1,385,791.00
4	WATER IMPROVEMENTS	$105,186.78	$1,063,555.22	$1,168,742.00
5	DRAINAGE IMPROVEMENTS	$154,491.80	$1,562,083.71	$1,716,575.50
6	EROSION CONTROL IMPROVEMENTS	$30,929.20	$312,728.60	$343,657.80
7	CLEARING AND GRADING IMPROVEMENTS	$67,322.71	$680,707.44	$748,030.15
8	PARKLAND IMPROVEMENTS	$180,000.00	$1,820,000.00	$2,000,000.00
9	DESIGN AND ENGINEERING	$90,090.00	$910,910.00	$1,001,000.00
10	DISTRICT FORMATION	$0.00	$300,000.00	$300,000.00
11	PROJECT MANAGEMENT FEE	$44,480.41	$449,746.38	$494,226.80
	SUB-TOTAL	$1,246,580.70	$12,904,315.99	**$14,150,896.70**
	12% CONTINGENCY	$144,252.03	$1,494,548.35	**$1,638,800.39**
TOTAL PHASE 1 COSTS W/ CONTINGENCY		**$1,390,832.74**	**$14,398,864.35**	**$15,789,697.08**

Exhibit 9 – Construction Schedule

Heirloom Tract

Major Improvement Area	
	Date of Construction
A. Streets	2026
B. Wastewater	2026
C. Water	2026

(THIS PAGE IS INTENTIONALLY LEFT BLANK)

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
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)
IN THE PRINCIPAL AMOUNT OF $20,895,000*

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 November 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.

* Preliminary, subject to change.

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,

(THIS PAGE IS INTENTIONALLY LEFT BLANK)

APPENDIX E-1

FORM OF CITY DISCLOSURE AGREEMENT

CITY OF GEORGETOWN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer, dated as of November 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 (Heirloom Public Improvement District Major Improvement Area 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 and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of November 1, 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 Major Improvement Area 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.

"Developer" shall mean, collectively, Heirloom East Tx, LLC, a Delaware limited liability company (the "Heirloom East Developer"), HEIRLOOMTX, LLC, a Delaware Limited Liability Company (the "Heirloom Tx Developer"), and Heirloom1 Communities TX, LLC, a Delaware limited liability company (the "Heirloom1 Developer").

"Disclosure Agreement of Developer" shall mean, collectively, the Continuing Disclosure Agreement of the Heirloom East Developer, the Continuing Disclosure Agreement of the Heirloom Tx Developer, and the Continuing Disclosure Agreement of the Heirloom1 Developer, each relating to the Bonds, dated as of November 1, 2026, and executed and delivered by the respective 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 Heirloom 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, 2027, 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 cause 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 cause 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 Major Improvement Area 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 not 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 Major Improvement Area, 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 that are finally adjudicated by a court of competent jurisdiction to have directly resulted from 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 indemnify and hold harmless the Administrator, its officers, directors, employees and agents, but only from Annual Collection Costs collected from the property owners in Major Improvement Area, 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. Except as expressly set forth in the body of this Disclosure Agreement, the Dissemination Agent has no duties or obligations with respect to Exhibit D. 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 Major Improvement Area, 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 (Heirloom Public Improvement District Major Improvement Area Project) (the "Bonds")
CUSIP Nos.	[insert CUSIP NOs.]
Date of Delivery:	_____, 2026

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 November 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
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA 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 Major Improvement Area [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 Major Improvement Area of the District

The [YEAR] certified total assessed value for the Assessed Property in Major Improvement Area 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
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA 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, Trustee requests that the Issuer commence foreclosure or provide plan for collection and deliver such plan to the Dissemination Agent.
August 15	197/198	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those Holders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198).

[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.

(THIS PAGE IS INTENTIONALLY LEFT BLANK)

APPENDIX E-2

FORM OF HEIRLOOM EAST DEVELOPER DISCLOSURE AGREEMENT

CITY OF GEORGETOWN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF HEIRLOOM EAST DEVELOPER

This Continuing Disclosure Agreement of Developer dated as of November 1, 2026 (this "Disclosure Agreement"), is executed and delivered by and among Heirloom East Tx, LLC, a Delaware limited liability company (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 November 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.

"Annual Installment" shall have the meaning assigned to such term in the Indenture.

"Assessments" shall have the meaning assigned to Major Improvement Area 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 Heirloom East Tx, LLC, a Delaware limited liability company, 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 Heirloom 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.

"Landowner" shall mean any landowner who owns or acquires a Non-SF Parcel within the Major Improvement Area.

"Landowner Purchase Agreement" shall mean, with respect to lots or land within the Major Improvement Area, any purchase agreement between one or more Landowners and/or the Developer to purchase a Non-SF Parcel.

"Listed Events" shall mean, collectively, Developer Listed Events and Significant Owner Listed Events.

"Lot Purchase Agreement" shall mean, with respect to lots or land within the Major Improvement Area 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.

"Non-SF Parcel" shall mean any Parcel in the Major Improvement Area that is designated for any use other than single family residential uses, including, but not limited to, commercial, retail, office or multifamily residential.

"Participating Underwriter" shall mean FMSbonds, Inc., and its successors and assigns.

"Parcel(s)" shall have the meaning assigned to such term in the Indenture.

"Quarterly Ending Date" shall mean each March 31, June 30, September 30 and December 31, beginning December 31, 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 Owner 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.

"SF Parcel" shall mean any Parcel in the Major Improvement Area that is designated for single family residential use.

"Significant Owner" shall mean a Homebuilder that then owns [165] or more of the single family residential lots within the Major Improvement Area, with respect to SF Parcels, or a Landowner that then owns property within the Major Improvement Area representing at least [ten percent (10%)] of the total Annual Installments of the Major Improvement Area Assessments, with respect to Non-SF Parcels, as of each Quarterly Ending Date.

"Significant Owner 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 Owner 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 December 31, 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 Owner and (ii) the Developer shall remain obligated with respect to any real property acquired by a Significant Owner until a Significant Owner 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 Owner.

(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 the Major Improvement Area on a parcel owned by the Developer; provided, however, that the exercise of any right of the Developer as a landowner within the Major Improvement Area 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 the Major Improvement Area, including the Major Improvement Area Improvements 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 the Major Improvement Area Improvements 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 the Major Improvement Area 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 the Major Improvement Area, 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 or a Landowner under a Landowner Purchase Agreement.

(b) Pursuant to the provisions of this Section 4, each of the following occurrences related to any Significant Owner is a Significant Owner Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Assessments levied within the Major Improvement Area on a lot or parcel owned by such Significant Owner; provided, however, that the exercise of any right of such Significant Owner as a landowner within the Major Improvement Area 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 Owner Listed Event under this Section nor a breach or default of this Disclosure Agreement;

(ii) The bankruptcy, insolvency, or similar filing of such Significant Owner or any determination that such Significant Owner is unable to pay its debts as they become due;

(iii) The consummation of a merger, consolidation, or acquisition involving such Significant Owner or the sale of all or substantially all of the assets of the Significant Owner, 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 Owner;

(v) Early termination of or material default by such Significant Owner under a Lot Purchase Agreement or Landowner 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 Major Improvement Area Improvements 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 Major Improvement Area Improvements 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 Owner.

(a) If a Homebuilder or Landowner acquires ownership of real property in the Major Improvement Area resulting in such Homebuilder or Landowner becoming a Significant Owner, the Developer may (i) cause such Significant Owner 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 Owner; provided, however, that if the Developer initially elects to provide any or all Quarterly Information on behalf of such Significant Owner, the Developer may elect in the future to cause such Significant Owner to comply with the Developer's disclosure obligations, as described in clause (i) above.

(b) If the Developer elects to cause a Significant Owner 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 Owner, 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 Owner 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 Owner Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above. Upon any such transfer to a Significant Owner and such Significant Owner's delivery of the Significant Owner 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 Owner until the Significant Owner 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 Owner 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, (A) no longer owns [165] or more single family residential lots, with respect to SF-Parcels, or (B) no longer owns property representing at least [ten percent (10%)] of the total Annual Installments for any year, with respect to Non-SF Parcels, within the Major Improvement Area, as of each Quarterly Ending Date, or (iii) the Issuer's issuance of the certificate of occupancy for the last SF-Parcel or Non-SF 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 Owner 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 Owner(s) (on behalf of whom the Developer is reporting), including their respective Affiliates and/or successors and assigns, collectively (A) no longer own [165] or more single family residential lots, with respect to SF Parcels, or (B) no longer own property representing at least [ten percent (10%)] of the total Annual Installments for any year, with respect to Non-SF Parcels, within the Major Improvement Area, as of each Quarterly Ending Date, or (iii) the Issuer's issuance of the certificate of occupancy for the last SF Parcel or Non-SF Parcel owned by the Developer and such Significant Owner(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 Owner 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 Owner Listed Event.

SECTION 11. Content of Disclosures. In all cases, the Developer or Significant Owner, 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 Owner, 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 OWNER 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 OWNER, 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 the Major Improvement Area, 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 the Major Improvement Area, 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 Owner to provide proof of an e-mail read receipt or delivery receipt does not constitute a breach or default by such party or Significant Owner under this Disclosure Agreement.

If to Developer: Heirloom East Tx, LLC
7600 North Capital of Texas Highway
Building C, Suite 160
Austin, Texas 78731
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:

HEIRLOOM EAST TX, LLC,
a Delaware limited liability company

By: _____
Daniel A. Traylor, Manager

P3Works, LLC,
Administrator

By: _____
Name: _____
Title: _____

EXHIBIT A

CITY OF GEORGETOWN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA 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 THE MAJOR IMPROVEMENT AREA IMPROVEMENTS: $_____

2. Of the budgeted costs for the Major Improvement Area Improvements shown in the Service and Assessment Plan:

    a. Actual costs drawn from the Improvement Area Improvement Account[1]: $_____

[1] Improvement Area Improvement Account means the account titled Major Improvement Area Improvement Account held under the Project Fund in the Indenture.

II. Status of Major Improvement Area Improvements

Projected/actual completion date of the Major Improvement Area Improvements

1. [Actual/Expected] date of completion of the Major Improvement Area Improvements: [_____]
2. Explanation of any delay/change in projected completion date since last Quarterly Report was filed: [_____]

III. Unit Mix in Major Improvement Area

Product Type	Number of Lots/Units/SF
Single Family 25'	150
Single Family 35'	320
Single Family 45'	536
Single Family 60'	327
Townhome	100
Courtyard	116
Build-to-Rent	100
Multifamily	1,250
Commercial	255,000

IV. Lot/Unit Status in the Major Improvement Area

Of the 1,649 single family lots in the Major Improvement Area, what is the status:

1. Planned lots as of the date of issuance of the Bonds: 1,649
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 the Major Improvement Area (if incomplete): _____

Of the 1,250 multifamily units in the Major Improvement Area, what is the status:

1. Planned units as of the date of issuance of the Bonds: 1,250
2. Planned units as of the date of this Quarterly Report: _____
3. Parcels developed: _____
4. Parcels platted: __

V. Ownership of Lots/Units/Parcels in Major Improvement Area

PLANNED SINGLE FAMILY LOTS IN THE MAJOR IMPROVEMENT AREA: 1,649

Of the 1,649 lots in the Major Improvement Area:

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): _____[2]
    a. a. Number of lots owned by [*insert name of Homebuilder*]: _____[3]
    b. b. Number of lots owned by [*insert name of Homebuilder*]: _____
4. Number of units owned by homeowners: _____

PLANNED MULTIFAMILY ACRES IN THE MAJOR IMPROVEMENT AREA: [_____]

Of the [_____] multifamily acres in the Major Improvement Area:

1. Number of acres owned by the Developer: _____
2. Number of acres under contract but not closed to Landowner(s): _____
3. Number of acres owned by all Landowners(s): _____[4]
    a. a. Number of acres owned by [*insert name of Landowner*]: _____[5]
    b. b. Number of acres owned by [*insert name of Landowner*]: _____

COMMERCIAL ACRES IN THE MAJOR IMPROVEMENT AREA: [____]

Of the [_____] commercial acres in the Major Improvement Area:

1. Number of acres owned by the Developer: _____
2. Number of acres under contract but not closed to Landowner: _____
3. Number of acres owned and expected use(s) by Landowner: _____[1]
    a. Number of acres owned by [*insert name of Landowner*] expected to be developed as [*insert expected use(s) by Landowner*]: _____[6]
    b. Number of acres owned by [*insert name of Landowner*] expected to be developed as [*insert* expected use(s) by Landowner]: _____

VI. Home Sales and Multifamily Rental Information in the Major Improvement Area

PLANNED HOMES IN THE MAJOR IMPROVEMENT AREA: 1,649

Of the 1,649 homes planned for the Major Improvement Area:

1. How many total building permits were issued **during the current quarter**? _____

---

[2] 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.

[3] Include a line item for each individual Homebuilder.

[4] 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.

[5] Include a line item for each individual Homebuilder.

[6] Include a line item for each third party.

a. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: _____[7]
b. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: _____[4]

2. How many total homes have closed with homebuyers **<u>during the current quarter</u>**? _____
   a. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: _____[4]
   b. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: _____][4]
3. How many total homes have closed with homebuyers **<u>cumulatively</u>**? _____
   a. Number of homes closed with homebuyers cumulatively for [*insert name of Homebuilder*]: _____[4]
   b. Number of homes closed with homebuyers cumulatively for [*insert name of Homebuilder*]: _____[4]

PLANNED MULTIFAMILY UNITS IN THE MAJOR IMPROVEMENT AREA: <u>1,250</u>

Of the 1,250 multifamily rental units planned for the Major Improvement Area:

1.
2. Number of units under construction as of the Quarterly Ending Date: [____]
3. Number of units for which construction has been completed **<u>during the current quarter</u>**: [____]
4. Number of units for which construction has been completed **<u>cumulatively</u>**: [____]
5.
6.
7. Total multifamily rental units occupied: _____

<u>VII. Amenities</u>

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: [_____]

<u>VIII. Material Changes</u>

[7] Include a line item for each individual Homebuilder.

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.

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 or a Landowner pursuant to a Landowner 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 (Heirloom Public Improvement District Major Improvement Area Project) (the "Bonds")
CUSIP Numbers:	[insert CUSIP Numbers]
Date of Delivery:	_____, 2026

NOTICE IS HEREBY GIVEN that _____, a _____ (the ["Developer[1]"] ["Significant Owner"]) 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 Heirloom East Tx, LLC, a Delaware limited liability company (the "Developer"), P3Works, LLC, as Administrator, and UMB Bank, N.A., as Dissemination Agent. The [Developer][Significant Owner] 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 (Heirloom Public Improvement District Major Improvement Area Project) (the "Bonds")
CUSIP Numbers.	[insert CUSIP Numbers]
Date of Delivery:	_____, 2026

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

UMB Bank, N.A.
6034 West Courtyard Drive, Suite 225
Austin, Texas 78730

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

Heirloom East Tx, LLC,
7600 North Capital of Texas Highway
Building C, Suite 160
Austin, Texas 78731

[Significant Owner]

NOTICE IS HEREBY GIVEN that _____, a _____ (the ["Developer[1]"] ["Significant Owner"]) 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 Heirloom East Tx, LLC, a Delaware limited liability company (the "Developer"), P3Works, LLC, as Administrator, and UMB Bank, N.A., as Dissemination Agent.

Dated: _____

P3Works, LLC
on behalf of [Developer][Significant Owner],
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 (Heirloom Public Improvement District Major Improvement Area Project)
CUSIP Numbers:	[insert CUSIP Numbers]
Quarterly Ending Date:	_____, 2026

Re: Quarterly Report for Heirloom Public Improvement District – Major Improvement Area

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of Developer related to the captioned Bonds by and among Heirloom East Tx, LLC, a Delaware limited liability company [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 Owner"], contained in this Quarterly Report herein submitted by the Administrator, on behalf of the [Developer][Significant Owner], constitutes the [portion of the] Quarterly Report required to be furnished by the [Developer][Significant Owner]. Any and all Quarterly Information, provided by the [Developer][Significant Owner], 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.

HEIRLOOM EAST TX, LLC,
a Delaware limited liability company

By: _____
Daniel A. Traylor, Manager

[OR
SIGNIFICANT OWNER
(as Significant Owner)]

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: Heirloom Public Improvement District – Major Improvement Area – 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 Major Improvement Area Improvements or Amenities (as those terms are defined in the Disclosure Agreement of Developer (as defined herein)) within the Major Improvement Area of the Heirloom Public Improvement District (the "District").

Pursuant to Section 2 of the Continuing Disclosure Agreement of Developer (the "Disclosure Agreement of Developer") by and Heirloom East Tx, LLC, a Delaware limited liability company (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 (Heirloom Public Improvement District Major Improvement Area Project)," any person that, through assignment, assumes the obligations, requirements, or covenants to construct one or more of the Major Improvement Area Improvements 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,

HEIRLOOM EAST TX, LLC,
a Delaware limited liability company

By: _____

Daniel A. Traylor, Manager

Acknowledged by:
[INSERT ASSIGNEE NAME]
By: _____
Title: _____

EXHIBIT F

FORM OF SIGNIFICANT OWNER ACKNOWLEDGMENT

[DATE]

[INSERT SIGNIFICANT OWNER CONTACT INFORMATION]

Re: Heirloom Public Improvement District – Major Improvement Area – Continuing Disclosure Obligation

Dear _____,

As of _____, 20__, you own ____ lots within the Major Improvement Area of Heirloom 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 Heirloom East Tx, LLC, a Delaware limited liability company (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 (Heirloom Public Improvement District Major Improvement Area Project)," any entity that owns [165] or more of SF Parcels, or Non-SF Parcels representing at least [ten percent (10%)] of the total Annual Installments for any year, within the Major Improvement Area of the District is defined as a Significant Owner.

As a Significant Owner, 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,

HEIRLOOM EAST TX, LLC,
a Delaware limited liability company

By: _____
Daniel A. Traylor, Manager

Acknowledged by:
[INSERT ASSIGNEE NAME]
By: _____
Title: _____

(THIS PAGE IS INTENTIONALLY LEFT BLANK)

APPENDIX E-3

FORM OF HEIRLOOM TX DEVELOPER DISCLOSURE AGREEMENT

CITY OF GEORGETOWN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF HEIRLOOM TX DEVELOPER

This Continuing Disclosure Agreement of Developer dated as of November 1, 2026 (this "Disclosure Agreement"), is executed and delivered by and among HEIRLOOMTX, LLC, a Delaware limited liability company (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 November 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.

"Annual Installment" shall have the meaning assigned to such term in the Indenture.

"Assessments" shall have the meaning assigned to Major Improvement Area 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 HEIRLOOMTX, LLC, a Delaware limited liability company, 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 Heirloom 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.

"Landowner" shall mean any landowner who owns or acquires a Non-SF Parcel within the Major Improvement Area.

"Landowner Purchase Agreement" shall mean, with respect to lots or land within the Major Improvement Area, any purchase agreement between one or more Landowners and/or the Developer to purchase a Non-SF Parcel.

"Listed Events" shall mean, collectively, Developer Listed Events and Significant Owner Listed Events.

"Lot Purchase Agreement" shall mean, with respect to lots or land within the Major Improvement Area 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.

"Non-SF Parcel" shall mean any Parcel in the Major Improvement Area that is designated for any use other than single family residential uses, including, but not limited to, commercial, retail, office or multifamily residential.

"Participating Underwriter" shall mean FMSbonds, Inc., and its successors and assigns.

"Parcel(s)" shall have the meaning assigned to such term in the Indenture.

"Quarterly Ending Date" shall mean each March 31, June 30, September 30 and December 31, beginning December 31, 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 Owner 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.

"SF Parcel" shall mean any Parcel in the Major Improvement Area that is designated for single family residential use.

"Significant Owner" shall mean a Homebuilder that then owns [165] or more of the single family residential lots within the Major Improvement Area, with respect to SF Parcels, or a Landowner that then owns property within the Major Improvement Area representing at least [ten percent (10%)] of the total Annual Installments of the Major Improvement Area Assessments, with respect to Non-SF Parcels, as of each Quarterly Ending Date.

"Significant Owner 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 Owner 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 December 31, 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 Owner and (ii) the Developer shall remain obligated with respect to any real property acquired by a Significant Owner until a Significant Owner 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 Owner.

(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 the Major Improvement Area on a parcel owned by the Developer; provided, however, that the exercise of any right of the Developer as a landowner within the Major Improvement Area 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 the Major Improvement Area, including the Major Improvement Area Improvements 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 the Major Improvement Area Improvements 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 the Major Improvement Area 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 the Major Improvement Area, 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 or a Landowner under a Landowner Purchase Agreement.

(b) Pursuant to the provisions of this Section 4, each of the following occurrences related to any Significant Owner is a Significant Owner Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Assessments levied within the Major Improvement Area on a lot or parcel owned by such Significant Owner; provided, however, that the exercise of any right of such Significant Owner as a landowner within the Major Improvement Area 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 Owner Listed Event under this Section nor a breach or default of this Disclosure Agreement;

(ii) The bankruptcy, insolvency, or similar filing of such Significant Owner or any determination that such Significant Owner is unable to pay its debts as they become due;

(iii) The consummation of a merger, consolidation, or acquisition involving such Significant Owner or the sale of all or substantially all of the assets of the Significant Owner, 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 Owner;

(v) Early termination of or material default by such Significant Owner under a Lot Purchase Agreement or Landowner 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 Major Improvement Area Improvements 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 Major Improvement Area Improvements 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 Owner.

(a) If a Homebuilder or Landowner acquires ownership of real property in the Major Improvement Area resulting in such Homebuilder or Landowner becoming a Significant Owner, the Developer may (i) cause such Significant Owner 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 Owner; provided, however, that if the Developer initially elects to provide any or all Quarterly Information on behalf of such Significant Owner, the Developer may elect in the future to cause such Significant Owner to comply with the Developer's disclosure obligations, as described in clause (i) above.

(b) If the Developer elects to cause a Significant Owner 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 Owner, 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 Owner 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 Owner Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above. Upon any such transfer to a Significant Owner and such Significant Owner's delivery of the Significant Owner 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 Owner until the Significant Owner 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 Owner 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, (A) no longer owns [165] or more single family residential lots, with respect to SF-Parcels, or (B) no longer owns property representing at least [ten percent (10%)] of the total Annual Installments for any year, with respect to Non-SF Parcels, within the Major Improvement Area, as of each Quarterly Ending Date, or (iii) the Issuer's issuance of the certificate of occupancy for the last SF-Parcel or Non-SF 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 Owner 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 Owner(s) (on behalf of whom the Developer is reporting), including their respective Affiliates and/or successors and assigns, collectively (A) no longer own [165] or more single family residential lots, with respect to SF Parcels, or (B) no longer own property representing at least [ten percent (10%)] of the total Annual Installments for any year, with respect to Non-SF Parcels, within the Major Improvement Area, as of each Quarterly Ending Date, or (iii) the Issuer's issuance of the certificate of occupancy for the last SF Parcel or Non-SF Parcel owned by the Developer and such Significant Owner(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 Owner 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 Owner Listed Event.

SECTION 11. Content of Disclosures. In all cases, the Developer or Significant Owner, 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 Owner, 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 OWNER 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 OWNER, 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 the Major Improvement Area, 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 the Major Improvement Area, 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 Owner to provide proof of an e-mail read receipt or delivery receipt does not constitute a breach or default by such party or Significant Owner under this Disclosure Agreement.

If to Developer: HEIRLOOMTX, LLC
7600 North Capital of Texas Highway
Building C, Suite 160
Austin, Texas 78731
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:

HEIRLOOMTX, LLC,
a Delaware limited liability company

By: CH II HEIRLOOMTX, LLC, its Manager

By: _____
Name: _____
Title: _____

P3Works, LLC,
Administrator

By: _____
Name: _____
Title: _____

EXHIBIT A

CITY OF GEORGETOWN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA 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 THE MAJOR IMPROVEMENT AREA IMPROVEMENTS: $_____

2. Of the budgeted costs for the Major Improvement Area Improvements shown in the Service and Assessment Plan:

    a. Actual costs drawn from the Improvement Area Improvement Account[1]: $_____

[1] Improvement Area Improvement Account means the account titled Major Improvement Area Improvement Account held under the Project Fund in the Indenture.

II. Status of Major Improvement Area Improvements

Projected/actual completion date of the Major Improvement Area Improvements

1. [Actual/Expected] date of completion of the Major Improvement Area Improvements: [_____]
2. Explanation of any delay/change in projected completion date since last Quarterly Report was filed: [_____]

III. Unit Mix in Major Improvement Area

Product Type	Number of Lots/Units/SF
Single Family 25'	150
Single Family 35'	320
Single Family 45'	536
Single Family 60'	327
Townhome	100
Courtyard	116
Build-to-Rent	100
Multifamily	1,250
Commercial	255,000

IV. Lot/Unit Status in the Major Improvement Area

Of the 1,649 single family lots in the Major Improvement Area, what is the status:

1. Planned lots as of the date of issuance of the Bonds: 1,649
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 the Major Improvement Area (if incomplete): _____

Of the 1,250 multifamily units in the Major Improvement Area, what is the status:

1. Planned units as of the date of issuance of the Bonds: 1,250
2. Planned units as of the date of this Quarterly Report: _____
3. Parcels developed: _____
4. Parcels platted: __

V. Ownership of Lots/Units/Parcels in Major Improvement Area

PLANNED SINGLE FAMILY LOTS IN THE MAJOR IMPROVEMENT AREA: 1,649

Of the 1,649 lots in the Major Improvement Area:

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): _____[2]
    a. a. Number of lots owned by [*insert name of Homebuilder*]: _____[3]
    b. b. Number of lots owned by [*insert name of Homebuilder*]: _____
4. Number of units owned by homeowners: _____

PLANNED MULTIFAMILY ACRES IN THE MAJOR IMPROVEMENT AREA: [_____]

Of the [_____] multifamily acres in the Major Improvement Area:

1. Number of acres owned by the Developer: _____
2. Number of acres under contract but not closed to Landowner(s): _____
3. Number of acres owned by all Landowners(s): _____[4]
    a. a. Number of acres owned by [*insert name of Landowner*]: _____[5]
    b. b. Number of acres owned by [*insert name of Landowner*]: _____

COMMERCIAL ACRES IN THE MAJOR IMPROVEMENT AREA: [____]

Of the [_____] commercial acres in the Major Improvement Area:

1. Number of acres owned by the Developer: _____
2. Number of acres under contract but not closed to Landowner: _____
3. Number of acres owned and expected use(s) by Landowner: _____[1]
    a. Number of acres owned by [*insert name of Landowner*] expected to be developed as [*insert expected use(s) by Landowner*]: _____[6]
    b. Number of acres owned by [*insert name of Landowner*] expected to be developed as [*insert* expected use(s) by Landowner]: _____

VI. Home Sales and Multifamily Rental Information in the Major Improvement Area

PLANNED HOMES IN THE MAJOR IMPROVEMENT AREA: 1,649

Of the 1,649 homes planned for the Major Improvement Area:

1. How many total building permits were issued **during the current quarter**? _____

---

[2] 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.

[3] Include a line item for each individual Homebuilder.

[4] 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.

[5] Include a line item for each individual Homebuilder.

[6] Include a line item for each third party.

a. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: _____[7]
b. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: _____[4]

2. How many total homes have closed with homebuyers **<u>during the current quarter</u>**? _____
   a. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: _____[4]
   b. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: _____][4]
3. How many total homes have closed with homebuyers **<u>cumulatively</u>**? _____
   a. Number of homes closed with homebuyers cumulatively for [*insert name of Homebuilder*]: _____[4]
   b. Number of homes closed with homebuyers cumulatively for [*insert name of Homebuilder*]: _____[4]

PLANNED MULTIFAMILY UNITS IN THE MAJOR IMPROVEMENT AREA: <u>1,250</u>

Of the 1,250 multifamily rental units planned for the Major Improvement Area:

1.
2. Number of units under construction as of the Quarterly Ending Date: [____]
3. Number of units for which construction has been completed **<u>during the current quarter</u>**: [____]
4. Number of units for which construction has been completed **<u>cumulatively</u>**: [____]
5.
6.
7. Total multifamily rental units occupied: _____

<u>VII. Amenities</u>

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: [_____]

<u>VIII. Material Changes</u>

[7] Include a line item for each individual Homebuilder.

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.

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 or a Landowner pursuant to a Landowner 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 (Heirloom Public Improvement District Major Improvement Area Project) (the "Bonds")
CUSIP Numbers:	[insert CUSIP Numbers]
Date of Delivery:	_____, 2026

NOTICE IS HEREBY GIVEN that _____, a _____ (the ["Developer[1]"] ["Significant Owner"]) 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 HEIRLOOMTX, LLC, a Delaware limited liability company (the "Developer"), P3Works, LLC, as Administrator, and UMB Bank, N.A., as Dissemination Agent. The [Developer][Significant Owner] 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 (Heirloom Public Improvement District Major Improvement Area Project) (the "Bonds")
CUSIP Numbers.	[insert CUSIP Numbers]
Date of Delivery:	_____, 2026

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

UMB Bank, N.A.
6034 West Courtyard Drive, Suite 225
Austin, Texas 78730

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

HEIRLOOMTX, LLC,
7600 North Capital of Texas Highway
Building C, Suite 160
Austin, Texas 78731

[Significant Owner]

NOTICE IS HEREBY GIVEN that _____, a _____ (the ["Developer[1]"] ["Significant Owner"]) 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 HEIRLOOMTX, LLC, a Delaware limited liability company (the "Developer"), P3Works, LLC, as Administrator, and UMB Bank, N.A., as Dissemination Agent.

Dated: _____

P3Works, LLC
on behalf of [Developer][Significant Owner],
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 (Heirloom Public Improvement District Major Improvement Area Project)
CUSIP Numbers:	[insert CUSIP Numbers]
Quarterly Ending Date:	_____, 2026

Re: Quarterly Report for Heirloom Public Improvement District – Major Improvement Area

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of Developer related to the captioned Bonds by and among HEIRLOOMTX, LLC, a Delaware limited liability company [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 Owner"], contained in this Quarterly Report herein submitted by the Administrator, on behalf of the [Developer][Significant Owner], constitutes the [portion of the] Quarterly Report required to be furnished by the [Developer][Significant Owner]. Any and all Quarterly Information, provided by the [Developer][Significant Owner], 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.

HEIRLOOMTX, LLC,
a Delaware limited liability company

By: CH II HEIRLOOMTX, LLC, its Manager

By: _____
Name: _____
Title: _____

[OR
SIGNIFICANT OWNER
(as Significant Owner)]

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: Heirloom Public Improvement District – Major Improvement Area – 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 Major Improvement Area Improvements or Amenities (as those terms are defined in the Disclosure Agreement of Developer (as defined herein)) within the Major Improvement Area of the Heirloom Public Improvement District (the "District").

Pursuant to Section 2 of the Continuing Disclosure Agreement of Developer (the "Disclosure Agreement of Developer") by and HEIRLOOMTX, LLC, a Delaware limited liability company (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 (Heirloom Public Improvement District Major Improvement Area Project)," any person that, through assignment, assumes the obligations, requirements, or covenants to construct one or more of the Major Improvement Area Improvements 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,

HEIRLOOMTX, LLC,
a Delaware limited liability company

By: CH II HEIRLOOMTX, LLC, its Manager

By: _____
Name: _____
Title: _____

Acknowledged by:
[INSERT ASSIGNEE NAME]
By: _____
Title: _____

EXHIBIT F

FORM OF SIGNIFICANT OWNER ACKNOWLEDGMENT

[DATE]

[INSERT SIGNIFICANT OWNER CONTACT INFORMATION]

Re: Heirloom Public Improvement District – Major Improvement Area – Continuing Disclosure Obligation

Dear _____,

As of _____, 20__, you own ____ lots within the Major Improvement Area of Heirloom 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 HEIRLOOMTX, LLC, a Delaware limited liability company (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 (Heirloom Public Improvement District Major Improvement Area Project)," any entity that owns [165] or more of SF Parcels, or Non-SF Parcels representing at least [ten percent (10%)] of the total Annual Installments for any year, within the Major Improvement Area of the District is defined as a Significant Owner.

As a Significant Owner, 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,

HEIRLOOMTX, LLC,
a Delaware limited liability company

By: CH II HEIRLOOMTX, LLC,
its Manager

By: _____
Name: _____
Title: _____

Acknowledged by:
[INSERT ASSIGNEE NAME]
By: _____
Title: _____

(THIS PAGE IS INTENTIONALLY LEFT BLANK)

APPENDIX F

APPRAISAL

A Revisied Appraisal Report Of The

Heirloom PID Major Improvement Area,

Being Two Tracts of Entitled Land Containing a Total of 493.614 Acres, Out of a total of Approximately 616.038 Acres, Located Along the North Line of Ronald Reagan Boulevard, and the East and West Lines of C.R. 248, in the Georgetown Market Area of Far North Williamson County, Texas 78663

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: C9852-01

As Of

Transmittal Date of Appraisal: September 2, 2026
Date of Site Visit: April 27, 2026
Original Effective Date of Appraisal C9663: April 27,2026
Effective Date of Revised Appraisal Report: August 27, 2026

September 2, 2026

Mr. R.R. "Tripp" Davenport, III
Underwriter
FMSbonds, Inc.
5 Cowboy Way, Suite 300-25
Frisco, Texas 75034

RE: **A Revised Appraisal Report of the Heirloom PID Major Improvement Area (MIA), being 2 tracts of entitled land containing a total of 493.614 acres, out of a total of approximately 616.038 acres, located along the north line of Ronald Reagan Boulevard, and the east and west lines of C.R. 248, in far north Williamson County, Texas 78663. The larger tract, referred to as Heirloom West, contains 361.943 acres, and wraps the northwest corner of Ronald Reagan Boulevard and C.R. 248. The smaller tract, referred to as Heirloom East, contains 131.671 acres, and is located north of Ronald Reagan Boulevard, along the east line of C.R. 248. The remaining 122.421 acres in the Heirloom MIA is owned by Georgetown I.S.D., and is not part of the subject property.**

This is a revised Appraisal Report of the Heirloom PID Major Improvement Area (MIA). The subject site was observed on April 27, 2026, and the original appraisal, B&A File #C9663-01 was transmitted to the client on May 11, 2026. In the original Appraisal Report, the land area in Heirloom East was reported to contain 122.272 acres, and has been revised in this appraisal to contain 131.671 acres.

B&A File No. C9852-01
Original B&A File No. C9663-01 (April 27, 2026)

Dear Mr. Davenport:

At your request, I have physically visited and prepared an appraisal of the above-captioned properties, gathered comparable market data, and conducted a study of the market area for the purpose of providing my opinion of the **"As Is" Market Value of the subject 493.614 acres,** 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-discrimination 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 my opinion that the **"As Is" Market Value** of the of the fee simple interest in the subject 493.614 acres in the **Heirloom Major PID Improvement Area**, as of the indicated effective date, is as follows:

Description	“As Is” Market Value	Effective Date
493.614 Acres in the Heirloom PID Major Improvement Area	$65,155,000	8/27/2026

The estimated prospective **Marketing Period** and historic **Exposure Time** for the subject property at the above concluded “Upon Completion” value scenario is estimated to be within 3 to 6 months, depending on property, based upon discussions with area market participants, and the marketing period for comparable properties that have recently sold.

Extraordinary Assumptions:

1.) The Market Value concluded herein is subject to a survey of each of the two subject tracts.

2.) The Market Value also assumes all reported PID development entitlements are in place for the subject site.

3.) If any of these assumptions and conditions prove to be false, it may have an effect on the Market Value contained herein.

Hypothetical Conditions: **None**

As referenced herein, **Market Value** is defined by FIRREA, 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.

It has been a pleasure serving you, and if I can be of further assistance, please call me.

Sincerely,

BARLETTA & ASSOCIATES, INC.

Phillip F. Barletta, MAI, SRA
President
State Certified, 1320197-CG

CERTIFICATION

USPAP CERTIFICATION

I certify that, to the best of my knowledge and belief, the following:

1. The statement of facts contained in this report is true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

4. **The subject site was observed on April 27, 2026, and the original appraisal, B&A File #C9663-01 was transmitted to the client on May 11, 2026.** I have provided no other 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. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

7. My 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. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice.*

9. Phillip F. Barletta, MAI, SRA made an unaccompanied visit to the subject property on April 27, 2026.

10. Dwayne Guarino provided research assistance to the signer of this appraisal.

11. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

12. The appraiser has had extensive experience in appraising proposed, under-development and existing residential subdivision properties in the subject market area and the Austin region, and is State General Certified; thus, he is well qualified to appraise the subject property and fully satisfies the Competency Rule of the Uniform Standards of Professional Appraisal.

13. Phillip F. Barletta, MAI, SRA is a State Certified General Real Estate Appraiser by the Texas Appraiser Licensing & Certification Board for the State of Texas.

AI CERTIFICATION

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 has completed the continuing education program for Designated Members of the Appraisal Institute.

The appraiser hereby certifies regulatory compliance and it is my opinion that **the "As Is" Market Value of the simple interest in the subject 493.614 acres,** as of the indicated effective date, is as follows:

Description	"As Is" Market Value	Effective Date
493.614 Acres in the Heirloom PID Major Improvement Area	$65,155,000	8/27/2026

This is a revised Appraisal Report of the Heirloom PID Major Improvement Area (MIA). The subject site was observed on April 27, 2026, and the original appraisal, B&A File #C9663-01 was transmitted to the client on May 11, 2026. In the original Appraisal Report, the land area in Heirloom East was reported to contain 122.272 acres, and has been revised in this appraisal to contain 131.671 acres.

Extraordinary Assumptions:

1.) The Market Value concluded herein is subject to a survey of each of the two subject tracts.

2.) The Market Value also assumes all reported PID development entitlements are in place for the subject site.

3.) If any of these assumptions and conditions prove to be false, it may have an effect on the Market Value contained herein.

BARLETTA & ASSOCIATES, INC.

Phillip F. Barletta, MAI, SRA
President
State Certified, 1320197-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, Standard 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 appraiser's opinions of value. Supporting documentation concerning the data, reasoning, and analyses is included in this report. The appraiser is not responsible for unauthorized use of this report.

2. No responsibility is assumed for legal or title consideration. Titles to the properties are assumed to be good and marketable unless otherwise stated in this report.

3. The properties are 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 subject property, subsoil, or structures that render them 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 a 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 sketches in this report may show approximate dimensions and is included to assist the reader in visualizing the properties. 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 surveys have 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 properties described and that there is no encroachment or trespass unless otherwise stated in this report.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser 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, or other potentially hazardous materials may affect the value of the properties. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the properties 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 appraiser's 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 are appraised without specific compliance surveys having been conducted to determine if the properties are or are 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 distributions, if any, of the total valuations in this report between land and improvements apply 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 appraiser is connected) shall be disseminated to the public through advertising, public relations, new sales, or other media without prior written consent and approval of the appraiser.

19. This appraisal assumes that there are no significant wetlands and/or endangered species or habitats issues affecting the subject sites.

20. Texas is a non-disclosure state. It is important that the intended users of this 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. As a result, no data source provides absolute coverage of all transactions. It is possible that there are sales data of which we are unaware, or were non-verifiable. My sources provide the data typically available to appraisers in the ordinary course of business.

This is a revised Appraisal Report of the Heirloom PID Major Improvement Area (MIA). The subject site was observed on April 27, 2026, and the original appraisal, B&A File #C9663-01 was transmitted to the client on May 11, 2026. In the original Appraisal Report, the land area in Heirloom East was reported to contain 122.272 acres, and has been revised in this appraisal to contain 131.671 acres.

Extraordinary Assumptions:

1.) The Market Value concluded herein is subject to a survey of each of the two subject tracts.

2.) The Market Value also assumes all reported PID development entitlements are in place for the subject site.

3.) If any of these assumptions and conditions prove to be false, it may have an effect on the Market Value contained herein.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Type of Property:	Heirloom PID Major Improvement Area, being 2 tracts of entitled land containing a total of 493.614 acres, out of a total of approximately 616.038 acres, located along the north line of Ronald Reagan Boulevard, and the east and west lines of C.R. 248, in far north Williamson County, Texas 78663. The larger tract, referred to as Heirloom West, contains 361.943 acres, and wraps the northwest corner of Ronald Reagan Boulevard, and C.R. 248. The smaller tract, which is referred to as Heirloom East, contains 131.671 acres, and is located north of Ronald Reagan Boulevard, along the east line of C.R. 248. The remaining +/- 122.421 acres in the Heirloom MIA is owned by Georgetown I.S.D., and is not part of the subject property. Heirloom is planned as a mixed-use, master-planned community to be developed on approximately 616.038 acres. According to the Heirloom Development Plan, the community will accommodate up to 3,600 residences, along with a Town Center and a wide range of commercial, multifamily, and public use developments, built around a network of open spaces and parks in a pedestrian-friendly environment.
Mapsco Reference:	Williamson County – 193 G, K & L
Coordinates:	Latitude: 30.746445; Longitude: -97.813977
Location:	Along the north line of Ronald Reagan Boulevard, and the east and west lines of C.R. 248, in far north Williamson County, Texas 78663. The larger tract, referred to as Heirloom West, contains 361.943 acres, and wraps the northwest corner of Ronald Reagan Boulevard, and C.R. 248. The smaller tract (Heirloom East) contains 131.671 acres, and is located north of Ronald Reagan Boulevard, along the east line of C.R. 248.

Major Improvement Area Acreage

Heirloom West Tract Size:	**361.943 acres**
Heirloom East Tract Size:	**131.671 acres**
Subject Property:	**493.614 acres**
Georgetown I.S.D. Tract:	122.421 acres
Heirloom MIA:	+/- 616.038 acres

Entitlement Costs as o Spent to Date: $10,707,232

Appraisal Dates

- Effective Date of Revisions:	August 27, 2026
- Date of Site Visit:	April 27, 2026
- Date of Report Transmittal:	September 2,2026
Purpose of the Appraisal:	To provide an opinion of the **"As Is" Market Value of the subject 493.614 acres** in compliance with the FMSbonds, Inc.'s Appraisal Instructions; the Uniform Standards of Professional Appraisal Practice; and the Appraisal Institute's Code of Professional Ethics.
Rights Appraised:	Fee Simple Estate
Easements:	None adverse noted or known.

Utilities/Services

Water & Wastewater:	Georgetown Utility System
Electricity:	Pedernales Electric Co-Op
Natural Gas:	Atmos Energy
Telephone/Cable Service:	Time Warner/Spectrum/Verizon & others
Police Protection:	City of Georgetown and Williamson County Sheriff's Dept.
Fire Protection:	City of Georgetown
School District:	Georgetown I.S.D.
Floodplain:	Zone "X," being outside of the 100-year and 500-year floodplains, according to FEMA Map Panel No. 48491C0275E, dated 9/26/2008.
Zoning:	Planned Unit Development (PUD), by the City of Georgetown with Base Zoning Districts of for RS-Single Family Residential and C-3 Commercial. Within the PUD, Heirloom is divided into 6 character districts, being "Town Center District;" "Traditional Neighborhood District;" "Large Lot Residential District;" "Special District;" "Public District;" and "Public District – Civic Use."
Highest & Best Use:	Future, phased mixed-use development, as economic conditions and demand warrants.

CONCLUSION: Heirloom is planned as a mixed-use, master-planned community to be developed on approximately 616.038 acres in the growing Georgetown Market Area of Austin. According to the Heirloom Development Plan, the community will accommodate up to 3,600 residences, along with a Town Center and a wide range of commercial, multifamily, and public use developments, built around a network of open spaces and

parks in a pedestrian-friendly environment. Of the 616.038 acres, 493.614 acres contained within two non-contiguous tract is the subject property, while the remaining +/- 122.421 acres in the Heirloom MIA is owned by Georgetown I.S.D., and is not part of the subject property. 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 for a phased master-planned, mixed-use community, as proposed.

MARKET VALUE CONCLUSION:

Description	"As Is" Market Value	Effective Date
493.614 Acres in the Heirloom PID Major Improvement Area	$65,155,000	8/27/2026

This is a revised Appraisal Report of the Heirloom PID Major Improvement Area (MIA). The subject site was observed on April 27, 2026, and the original appraisal, B&A File #C9663-01 was transmitted to the client on May 11, 2026. In the original Appraisal Report, the land area in Heirloom East was reported to contain 122.272 acres, and has been revised in this appraisal to contain 131.671 acres.

Extraordinary Assumptions:

1.) The Market Value concluded herein is subject to a survey of each of the two subject tracts.

2.) The Market Value also assumes all reported PID development entitlements are in place for the subject site.

3.) If any of these assumptions and conditions prove to be false, it may have an effect on the Market Value contained herein.

IDENTIFICATION OF THE SUBJECT PROPERTY

The subject property consists of the Heirloom PID Major Improvement Area, being 2 tracts of entitled land containing a total of 493.614 acres, out of a total of approximately 616.038 acres, located along the north line of Ronald Reagan Boulevard, and the east and west lines of C.R. 248, in far north Williamson County, Texas 78663. The larger tract, referred to as Heirloom West, contains 361.943 acres, and wraps the northwest corner of Ronald Reagan Boulevard, and C.R. 248. The smaller tract, which is referred to as Heirloom East, contains 131.671 acres, and is located north of Ronald Reagan Boulevard, along the east line of C.R. 248. The remaining +/- 122.421 acres in the Heirloom MIA is owned by Georgetown I.S.D., and is not part of the subject property.

Heirloom is planned as a mixed-use, master-planned community to be developed on approximately 616.038 acres. According to the Heirloom Development Plan, the community will accommodate up to 3,600 residences, along with a Town Center and a wide range of commercial, multifamily, and public use developments, built around a network of open spaces and parks in a pedestrian-friendly environment.

The subject Heirloom Major Improvement Area is legally described as:

> 493.614 acres of land located out of the Charles H. Delaney Survey #11, Abstract 81, Williamson County, Texas.

HISTORY OF THE SUBJECT PROPERTY

According to Williamson Central Appraisal District records, of the subject 493.614 acres, 320.09 acres is owned by HeirloomTx, LLC; 41.583 acres is owned by Heirloom 1 Communities, LLC; and 112.271 acres is owned by Heirloom East TX, LLC, for a combined total of 474.214 acres. The three parties are affiliated.

HeirloomTx, LLC purchased 361.943 acres from GVM III, LLC on September 15, 2023 for a reported $39,813,730, or $110,000 per acre. The 131.674-acre tract was purchased by Heirloom East Tx, LLC from Beverly Williams and Patsy May Fisher on January 14, 2025 for a reported $9,967,265, or $75,697 per acre. Thus, the combined purchase price amounts $49,780,995, or an average of $100,850 per acre.

On December 23, 2025, HeirloomTx, LLC sold 44.067 acres to Heirloom 1 Communities, LLC for $7,800,000, or $177,003 per acre. This tract is referred to as Heirloom, Phase 4, and was preliminarily platted for 156, 60' paper lots. According to Mr. Christian Vilarreall, with Developer Planning & Finance Group (DPFG), HeirloomTx, LLC and Heirloom 1 Communities, LLC are related entities.

A 44.98-acre tract, referred to as Heirloom, Phase 6, is now under contract from HeirloomTx, LLC to TriPointe Homes for $8,550,000, or $190,084 per acre. This tract is preliminarily platted for 190, 45' paper lots, and the sales price is based on $45,000 per paper lot.

According to Mr. Logan Kimble, since the land purchase, costs of $10,707,232 have been incurred for entitlements, including such expenses for engineering, platting, surveying, annexation and the creation of the Heirloom PID.

SUMMARY OF SUBJECT ENTITLEMENT COSTS TO DATE

Description	Acres	Amount
Heirloom West	361.943	$39,813,730
Heirloom East	131.671	$ 9,967,265
Entitlement Costs	-	$10,707,232
Total	493.614	$60,488,227
Profit at 6.0%	-	$ 3,629,294
Total Costs to Date	**-**	**$64,117,521**
"As Is" Market Value	**-**	**$65,155,000**

The subject land acquisition and entitlement costs are consistent with the Market Value conclusion herein. I am not aware of any other transactions involving the subject property during the past three years.

INTENDED USE/USER OF THE APPRAISAL

This appraisal is intended to offer my opinion of the Heirloom PID Major Improvement Area **"As Is,"** to the client, FMSbonds, Inc., for the underwriting of the City's proposed Heirloom Public Improvement District 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 is prohibited, except as provided herein. Additionally, I 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 I confirm that I 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

The scope of work of the appraisal is the process to support my opinion of the "As Is" Market Value of the subject 493.614 acres, employing the Sales Comparison Approach, in an Appraisal Report format. **As mentioned, this is a revised Appraisal Report of the Heirloom PID Major Improvement Area (MIA). The subject site was observed on April 27, 2026, and the original appraisal, B&A File #C9663-01 was transmitted to the client on May 11, 2026. In the original Appraisal Report, the land area in Heirloom East was reported to contain 122.272 acres, and has been revised in this appraisal to contain 131.671 acres.**

In preparing this appraisal, the appraiser:

- visited the subject property and surrounding market area, unaccompanied, on April 27, 2026;
- contacted **Mr. Tripp Davenport with FMSbonds (214/418-1588), Mr. Zach Crawford and Mr. Christian Villareall, both of whom are with Developer Planning & Finance Group (DPFG) (512/965-9671); and Mr. Logan Kimble (lkimble@columnarinvestments.com) with Columnar Land,** all of whom provided significant physical, financial and historical data to the appraiser for this valuation analysis;
- was provided older, illegible surveys for the subject property;
- was provided costs incurred to date for PID entitlement of the subject Heirloom Major Improvement Area;
- was provided a conceptual plan for the Heirloom Major Improvement Area;

- analyzed macro and micro market conditions of this region and market area;
- interviewed active market participants;
- gathered relevant available information on current comparable entitled residential land sales data, referencing such publications as the ABOR MLS, and the Zonda Austin Metrostudy;
- analyzed macro and micro market conditions of this region and market area;
- gathered current comparable land sales referencing such publications as the CoStar, CommGate, LoopNet, and Crexi;
- referenced other publications and services such as MapPro, Google Earth, Realty Rates.com, the Williamson County Appraisal District, and the Williamson County Clerk's Office, among other services, as well as the appraiser's vast data base;
- confirmed and analyzed the data and applied the most applicable approaches to value; i.e., the Sales Comparison Approach; and
- concluded the **"As Is" Market Value of the subject 493.614 entitled acres** for a reasonable exposure period, as of the stated effective dates.

While considered, the Income Approach and the Cost Approach are not applicable.

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 by FIRREA, 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.

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 appraisal date.

DATES OF THE APPRAISAL

The effective date of my appraisal site inspection was April 27, 2026. The date of transmittal of the report is September 2, 2026.

ZONING AND RESTRICTIONS

Heirloom is zoned Planned Unit Development (PUD), by the City of Georgetown with Base Zoning Districts of for RS-Single Family Residential and C-3 Commercial. Within the PUD, Heirloom is divided into 6 character districts, being "Town Center District;" "Traditional Neighborhood District;" "Large Lot Residential District;" "Special District;" "Public District;" and "Public District – Civic Use." It is also assumed subject development will be deed restricted, but I am not aware of any adverse deed restrictions which would preclude development of the land to its highest and best use.

AD VALOREM TAX DATA

Tax Assessments & Taxes: The following is a summary of the assessed values for the Heirloom Major Improvement Area, based on Williamson CAD records:

Account No.	Acreage	A.V.
R684456	41.853	$ 1,962,920
R039364	320.090	$ 8,426,750
R039376	112.041	$ 3,433,485
Total	473.984	$13,823,155

Based on the purchase prices of the subject tracts, as well as the concluded Market Value contained herein, the subject property is considered to be favorably assessed. **While the subject has now been annexed into the City of Georgetown, the City of Georgetown is not yet assessing the land.** The applicable 2026 tax rates, "As Is," are as follows:

TAXING AUTHORITY – "AS IS"	2026 TAX RATE
Williamson County	$0.3694470
Williamson County Farm & Road District	$0.0443290
Williamson County Emergency Service District #7	$0.1000000
Georgetown I.S.D.	$1.0506000
TOTAL:	**$1.5643760**

The proposed Heirloom PID tax rates, "As Developed," are as follows:

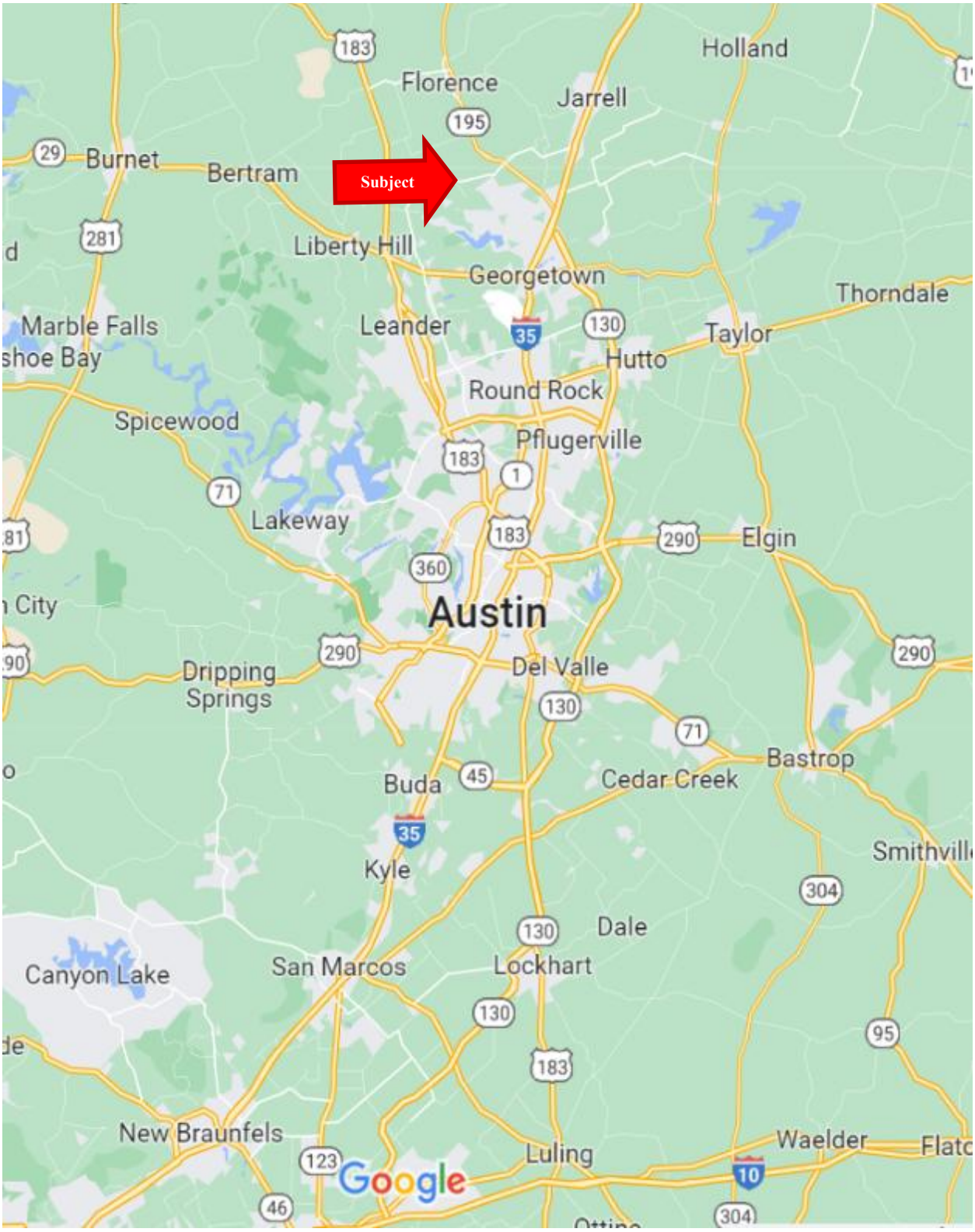
TAXING AUTHORITY – "AS DEVELOPED"	TAX RATE
Williamson County	$0.3694470
Williamson County Farm & Road District	$0.0443290
Williamson County Emergency Service District #7	$0.1000000
City of Georgetown	**$0.3530000**
Heirloom PID	**$0.5500000**
Georgetown I.S.D.	$1.0506000
TOTAL:	**$2.4673760**

Rollback Taxes: The subject land comprising the Heirloom Major Improvement Area is shown to carry an agricultural exemption; **thus a 3-year rollback of taxes will be applicable**.

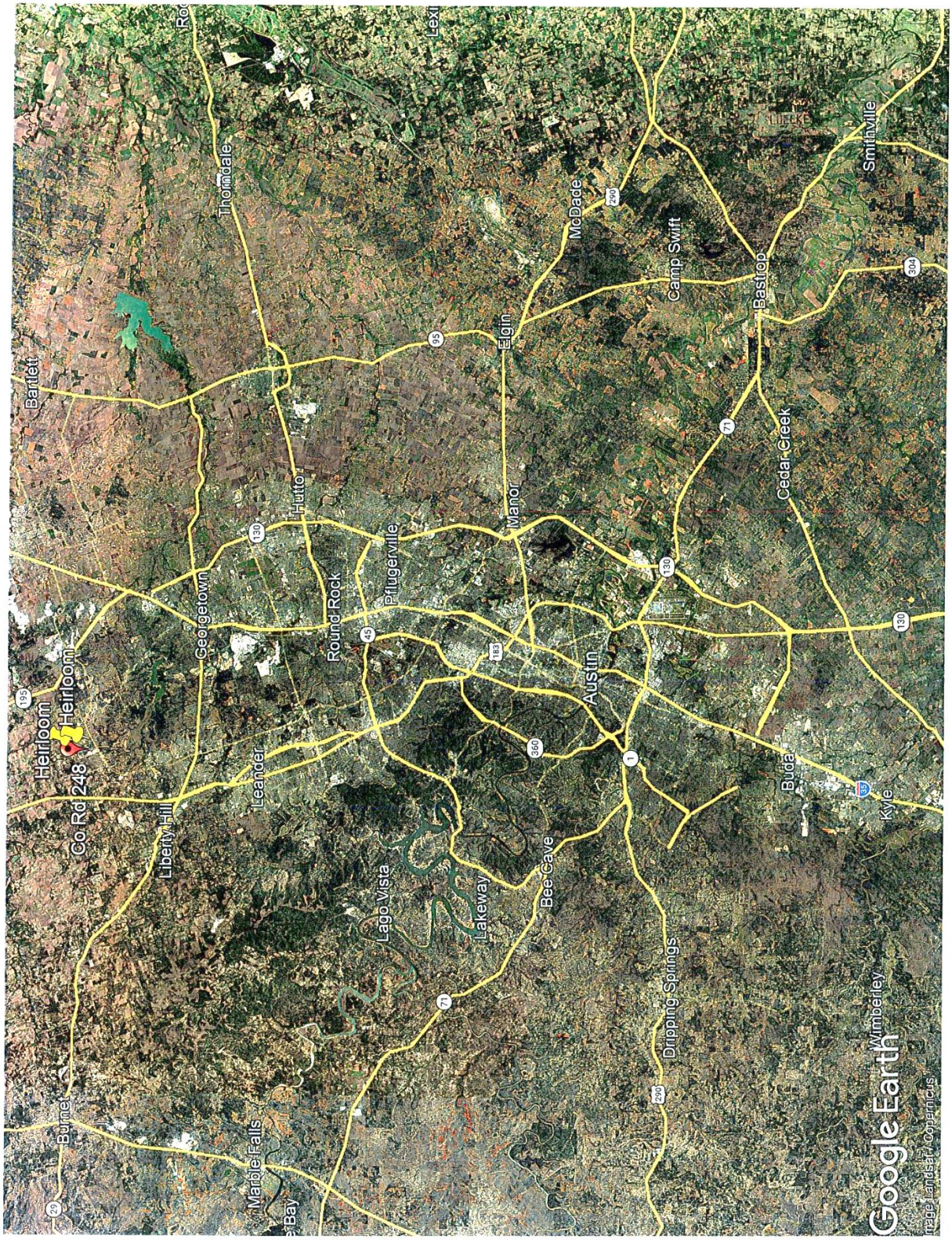
GREATER AUSTIN AREA DATA

(Please refer to the Addenda of this appraisal for an Austin MSA summary analysis.)

AUSTIN AREA MAP



AUSTIN REGIONAL AERIAL PHOTO



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 Round Rock, Leander, Liberty Hill, and Cedar Park, and is located approximately 20-25 miles northwest of Austin's Central Business District. The market area boundaries are generally delineated as follows:

North:	F.M. 243/Williamson County Line
South:	R.M. 620/R.M.2769/Colorado River
East:	I-35
West:	F.M. 281/Burnet/Williamson County Line

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 RM 620, S.H. 29, RM 1431, Ronald W. Reagan Boulevard/C.R. 268, RM 3406/Sam Bass Road, and U.S. 183/Research Boulevard.

U.S. 183 is a six-lane, limited access freeway, which links with I-35 to provide access into downtown Austin, and then it courses farther south to S.H. 71, near Bergstrom International Airport. As congestion has been increasing along U.S. 183, 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. 268 and Parmer Lane, Ronald W. Reagan Boulevard was

realigned north of the Travis/Williamson County line, and now extends due north of S.H. 29 to F.M. 3405, then curving easterly to I-35, and is now one of the primary routes into the Georgetown/Liberty Hill area.

Land Use: A sizeable portion of the subject market area lies within the west Round Rock, Liberty Hill, Cedar Park, Leander and Georgetown ETJs, and will, likely, be annexed as the area grows. Most of the land areas along the thoroughfares have been annexed, including along much of U.S. 183, RM 620, and RM 1431.

Retail space is found throughout the area but is particularly concentrated along U.S. 183 and I-35. The 1,100,000-square foot Lakeline Mall, which is anchored by Macy's, Sears, J.C. Penney and Dillard's, is located at RM 620 and U.S. Hwy. 183.

Other major retailers near this intersection include Wal-Mart, Lowe's Home Improvement, Big K-Mart, Best Buy, Old Navy, Office Depot, Office Max, Home Depot and others. Within the City of Cedar Park alone, there is in excess of 1,000,000 square feet of retail space.

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. Another 100,000+ SF H-E-B was also recently constructed at the northeast corner of Ronald Reagan Boulevard and R.M. 2338 by Huntington Properties. In addition to the grocer, the development includes 60,000 SF of retail space, and four pad sites available for ground lease.

At the southwest corner of FM 2243 and U.S. 183A, in Leander, is a planned 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.

A new 620-acre mixed-use project, known as Heirloom, was approved by Georgetown City Council on August 26,2025. The project is located at the northwest corner of Ronald Reagan Boulevard and C.R. 248, between the master-planned communities of Nolina and Parmer Ranch, and the site has been annexed by the City of Georgetown. Heirloom will eventually provide 3,600 residential units, a Town Center with retail/commercial space, and 49 acres of parkland centered around a "Main Street" pedestrian-friendly concept. Georgetown I.S.D. owns approximately 120 acres adjacent to the site. Georgetown I.S.D officials are contemplating whether to construct new public schools, or sell the land for an additional 375 residential units.

Georgetown City Council also recently approved the 147-acre Georgetown Gateway Business Park, located at 700 C.R. 142, east of I-35. The development is approved for as much as 1,500,000 SF of industrial/distribution space in six buildings, along with a 2.90-acre retail site.

Education: The market area takes in portions of the Liberty Hill I.S.D. the Georgetown I.S.D., the Jarrell I.S.D. and the Florence I.S.D. Enrollment has surged as population trends have moved north and northwest. These 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: According to the Zonda Austin *Metrostudy*, 2nd Quarter 2026, the subject's North Market Area is the most active market area in the Austin region, and accounted for 35.06% of all starts and 34.12% of all closings over the past 12 months in the greater Austin area. Over the past four quarters, the North Market Area had 4,689 starts and

4,875 closings, for an oversupplied vacant developed lot inventory of 32.4 months, and balanced housing inventory of 6.7 months.

According to Zonda Austin *Metrostudy*, 2nd Quarter 2026, the subject Heirloom is shown to be in the Georgetown West Submarket. The Georgetown West Submarket accounted for 1,265 of those 4,689 starts (2.98%) and 1,355 of those 4,875 closings (27.79%), with an oversupplied vacant developed lot inventory of 29.5 months, and a balanced housing inventory of 6.8 months. Historically, a 20 to 24-month supply of vacant developed lots indicate an equilibrium condition. Thus, the vacant developed lot inventory of 31.6 months in the Georgetown West Submarket is oversupplied, as is the North Market Area at 36.53 months. Historical new home closings, starts, inventory and vacant lot inventory for the North Market Area and the Georgetown West Submarket are summarized on the following table:

Market Area/ Submarket		1Q 2025	2Q 2025	3Q 2025	4Q 2025	1Q 2026	2Q 2026	Annual Rates/ Inventory Supply (Mos.)
North Market Area	Starts	1,216	1,413	1,120	974	1,010	1,585	4,689
	Closings	1,093	1,355	1,249	1,208	1,096	1,322	4,875
	Housing Inv.	2,841	2,899	2,770	2,536	2,450	2,713	6.7 Mos.
	VDL Inv.	10,319	10,580	11,682	12,610	13,230	12,672	32.4 Mos.
Georgetown West Submarket	Starts	355	385	311	247	336	371	1,265
	Closings	424	444	329	324	337	365	1,355
	Housing Inv.	912	853	835	758	757	763	6.8 Mos.
	VDL Inv.	2,601	2,563	2,904	3,377	3,319	3,105	29.5 Mos.

Zonda Austin *Metrostudy*, 2nd Quarter 2026

Note that within the Georgetown West Submarket, closings are now exceeding starts, which will continue to stabilize the housing inventory.

CONCLUSION: The subject market area is best characterized as a suburban growth corridor in the path of Austin's northerly and northwesterly expansion. The market area has experienced rapid growth over the past 3 years, and is expected to continue as such into the foreseeable future, although at a slower pace due to the current prevailing economic trends and elevated market interest rate conditions. Inflation in June 2022

reached a record high level since 1982 of 9.1%, causing the Federal Reserve to rapidly increases interest rates from May 2022 into August 2023. As of April 2026, the inflation rate was about 3.26%. The increase in interest rates has caused slower activity in new home sales for most market areas throughout the Austin region, and this trend will likely prevail throughout the remainder of 2026, as rates are anticipated to remain stable, or slightly recede in the 3rd and/or 4th quarters of 2026. The overall attitude and expectations of most market area participants is that of continued population growth over the foreseeable future.

The area has good access to employment, shopping and recreational facilities, and is now considered to be in a growth stage of its life cycle. The market area is increasing in terms of both population and households, being driven by consistent job growth, which is projected to continue into the foreseeable future.

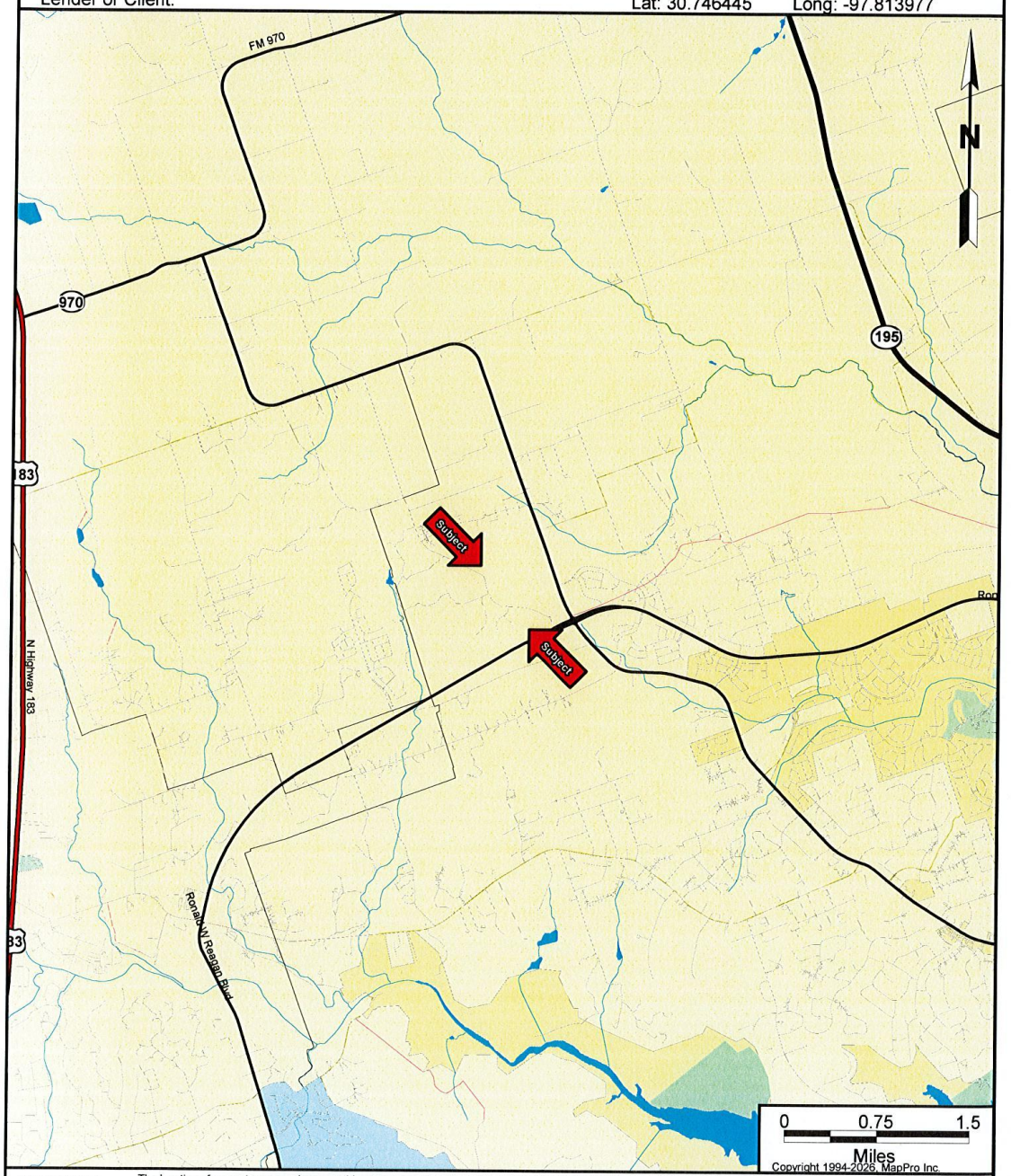
No adverse or detrimental influences were noted, and no adverse zoning or other restrictions are present that would have a negative effect on area development. Public services and utilities are, for the most part, available in sufficient capacity to accommodate future growth, and I am unaware of any adverse conditions or environmental hazards that would prohibit future development. Factors affecting marketability, including retail growth, convenience of employment centers, utilities, property compatibility, protection from detrimental conditions, police and fire protection, general appearance and appeal, are all considered very good for this market area.

LOCATION MAP

File No. C9663

LOCATION MAP

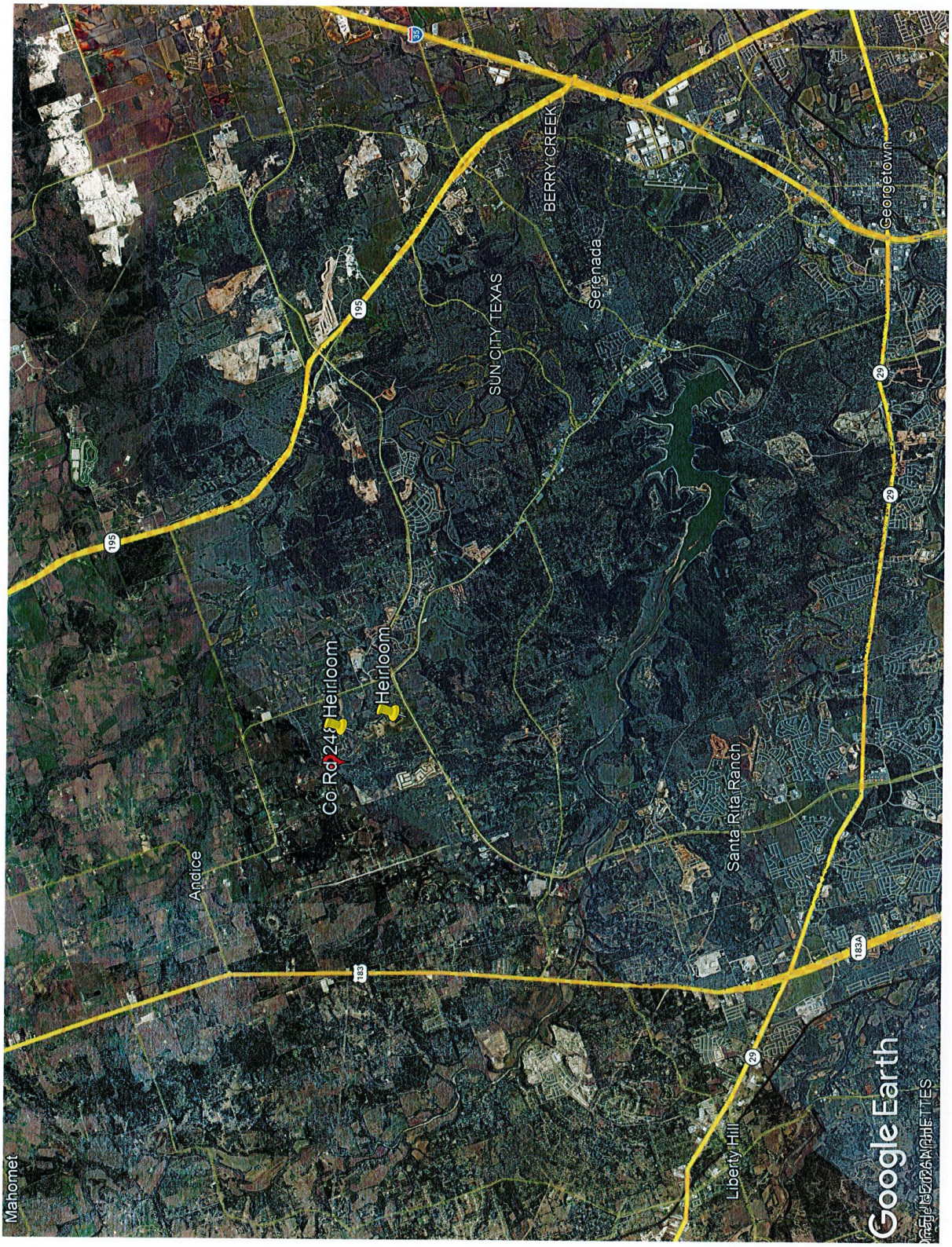
Borrower or Owner:			
Subject Address:		Census Tract: 202.05	
City: Georgetown	County: Williamson	State: TX	Zip Code: 78633
Lender or Client:		Lat: 30.746445	Long: -97.813977



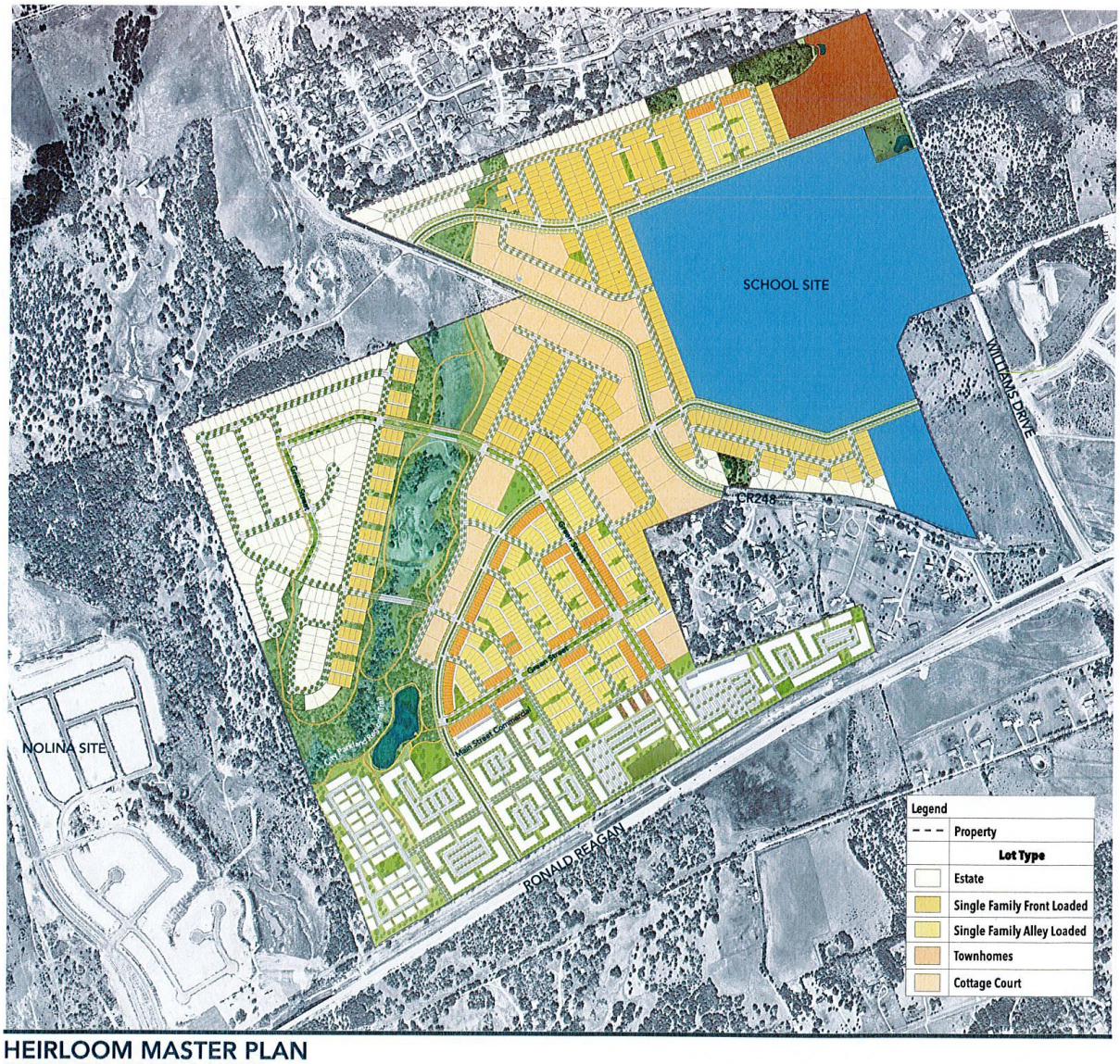
CAUTION: The location of property arrows shown on this map are approximate only. Inaccuracies may exist on map such as missing, incorrectly drawn, or incorrectly addressed streets. Please report any such inaccuracy to MapPro, Inc. so that appropriate corrections can be made.

Prepared by Barletta & Associates, Inc. using MapPro Service. MapPro Inc., PO Box 37427, Houston, TX 77237 1-866-3MAPPRO.

AERIAL PHOTOGRAPHS


Mahomet
Andice
Co Rd 245
Heirloom
Heirloom
195
195
183
SUN CITY TEXAS
BERRY CREEK
Serenada
Santa Rita Ranch
Liberty Hill
29
29
29
183A
Georgetown
Google Earth

HEIRLOOM PID CONCEPTUAL PLAN



HEIRLOOM MASTER PLAN
CONCEPT ONLY - SUBJECT TO CHANGE
DO NOT REPRODUCE

02.21.2025

0' 200' 400' 800'

LIONHEART

ANALYSIS OF THE HEIRLOOM PID MAJOR IMPROVEMENT AREA

Type of Property:	Heirloom PID Major Improvement Area, being 2 tracts of entitled land containing a total of 493.614 acres, out of a total of approximately 616.038 acres, located along the north line of Ronald Reagan Boulevard, and the east and west lines of C.R. 248, in far north Williamson County, Texas 78663. The larger tract, referred to as Heirloom West, contains 361.943 acres, and wraps the northwest corner of Ronald Reagan Boulevard, and C.R. 248. The smaller tract, which is referred to as Heirloom East, contains 131.671 acres, and is located north of Ronald Reagan Boulevard, along the east line of C.R. 248. The remaining +/- 122.421 acres in the Heirloom MIA is owned by Georgetown I.S.D., and is not part of the subject property. Heirloom is planned as a mixed-use, master-planned community to be developed on approximately 616.038 acres. According to the Heirloom Development Plan, the community will accommodate up to 3,600 residences, along with a Town Center and a wide range of commercial, multifamily, and public use developments, built around a network of open spaces and parks in a pedestrian-friendly environment.
Mapsco Reference:	Williamson County – 193 G, K & L
Coordinates:	Latitude: 30.746445; Longitude: -97.813977
Location:	Along the north line of Ronald Reagan Boulevard, and the east and west lines of C.R. 248, in far north Williamson County, Texas 78663. The larger tract, referred to as Heirloom West, contains 361.943 acres, and wraps the northwest corner of Ronald Reagan Boulevard, and C.R. 248. The smaller tract contains 131.671 acres, and is located north of Ronald Reagan Boulevard, along the east line of C.R. 248.

Major Improvement Area Acreage

Heirloom West Tract Size:	**361.943 acres**
Heirloom East Tract Size:	**131.671 acres**
Subject Property:	**493.614 acres**
Georgetown I.S.D. Tract:	122.421 acres
Heirloom MIA:	+/- 616.038 acres

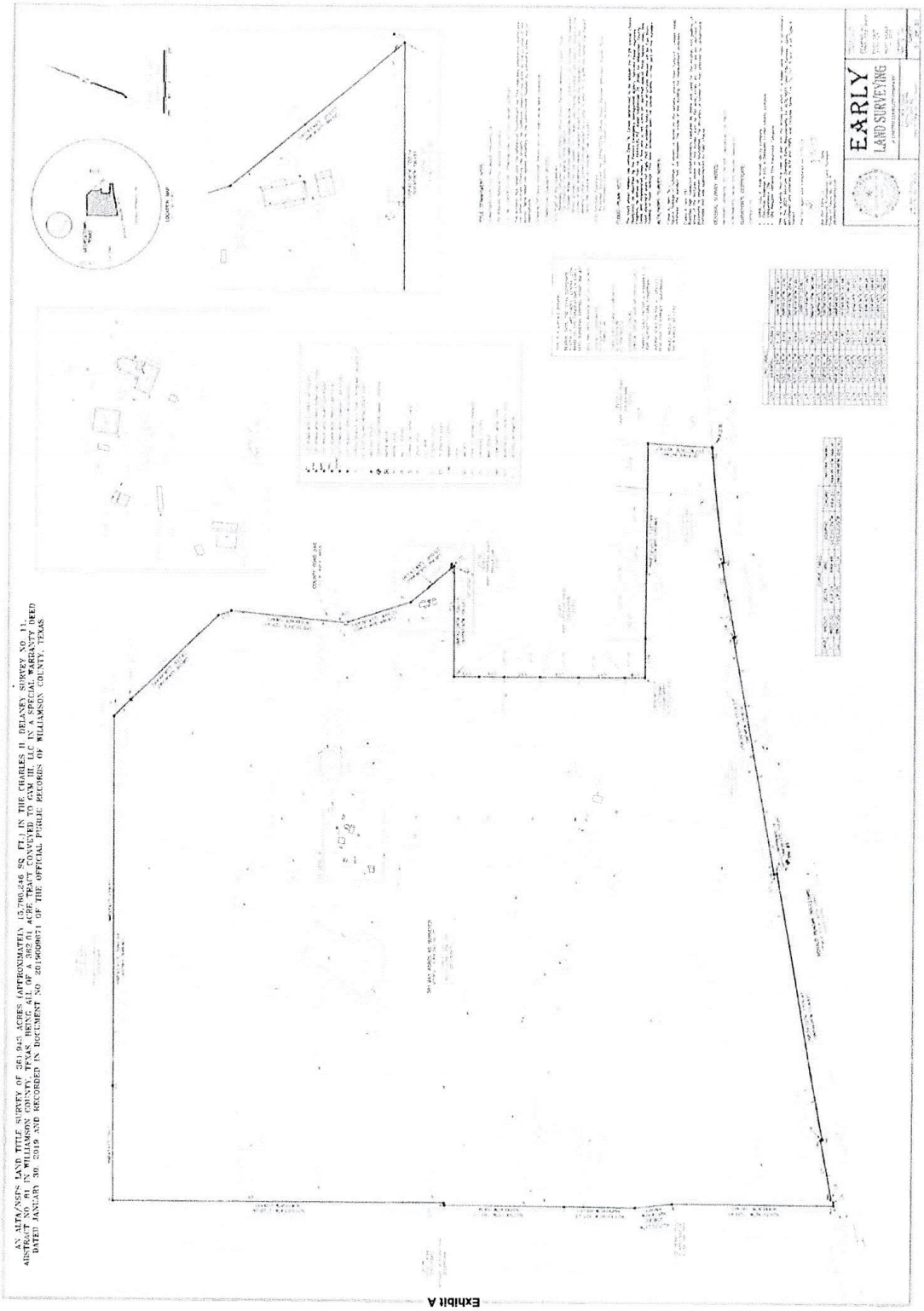
Entitlement Costs Spent to Date:	$10,707,232
Easements:	None adverse noted or known.

Utilities/Services

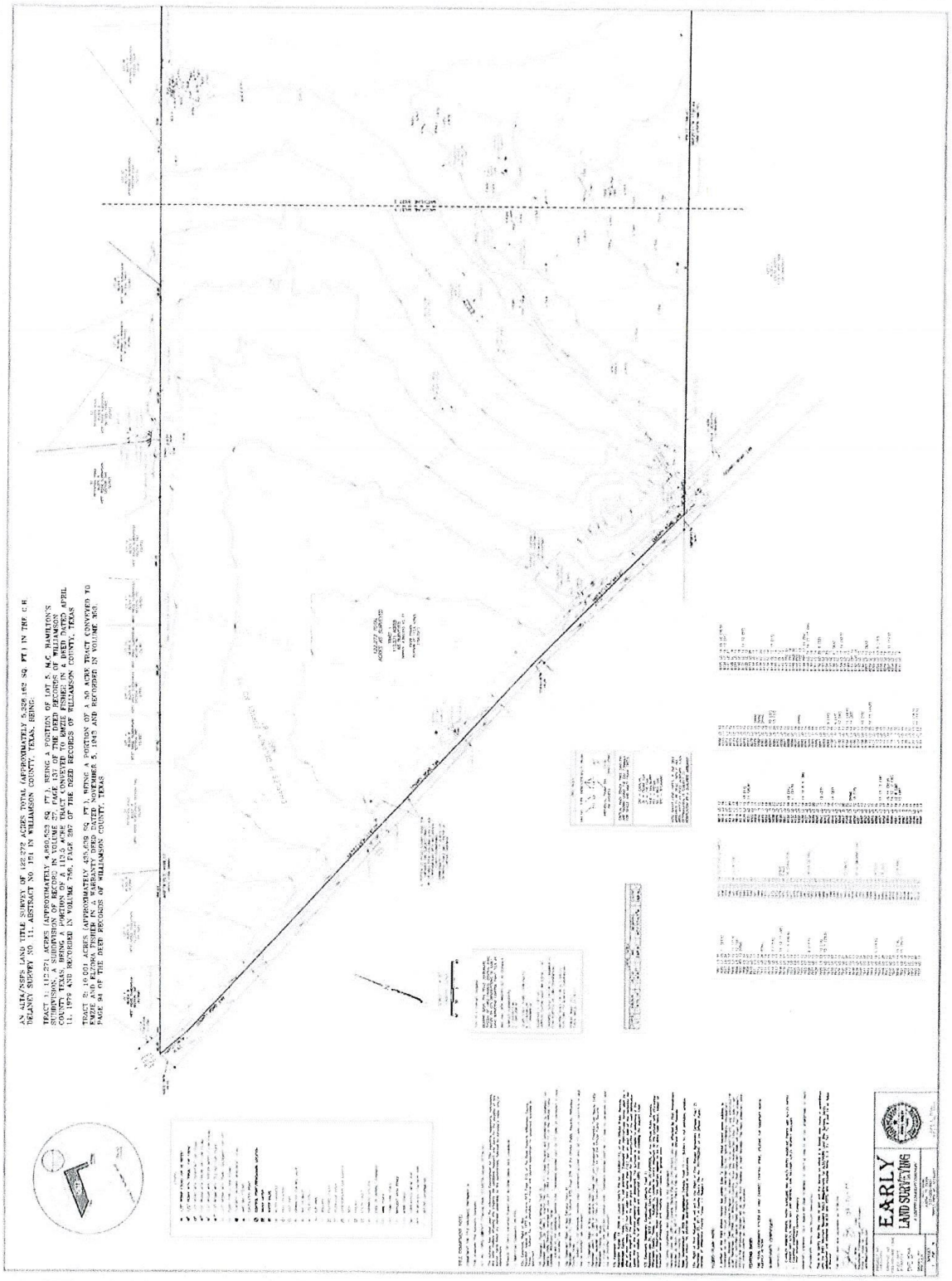
Water & Wastewater:	Georgetown Utility System
Electricity:	Pedernales Electric Co-Op
Natural Gas:	Atmos Energy
Telephone/Cable Service:	Time Warner/Spectrum/Verizon & others
Police Protection:	City of Georgetown and Williamson County Sheriff's Dept.
Fire Protection:	City of Georgetown
School District:	Georgetown I.S.D.
Floodplain:	Zone "X," being outside of the 100-year and 500-year floodplains, according to FEMA Map Panel No. 48491C0275E, dated 9/26/2008.
Zoning:	Planned Unit Development (PUD), by the City of Georgetown with Base Zoning Districts of for RS-Single Family Residential and C-3 Commercial. Within the PUD, Heirloom is divided into 6 character districts, being "Town Center District;" "Traditional Neighborhood District;" "Large Lot Residential District;" "Special District;" "Public District;" and "Public District – Civic Use."
Highest & Best Use:	Future, phased mixed-use development, as economic conditions and demand warrants.

CONCLUSION: Heirloom is planned as a mixed-use, master-planned community to be developed on approximately 616.038 acres in the growing Georgetown Market Area of Austin. According to the Heirloom Development Plan, the community will accommodate up to 3,600 residences, along with a wide range of commercial, multifamily, and public use developments, built around a network of open spaces and parks in a pedestrian-friendly environment. Of the 616.038 acres, 493.614 acres contained within two non-contiguous tract is the subject property, while the remaining +/- 122.421 acres in the Heirloom MIA is owned by Georgetown I.S.D., and is not part of the subject property. 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 for a phased master-planned, mixed-use community, as proposed.

SURVEY – 361.943 ACRES



SURVEY – 131.671 ACRES

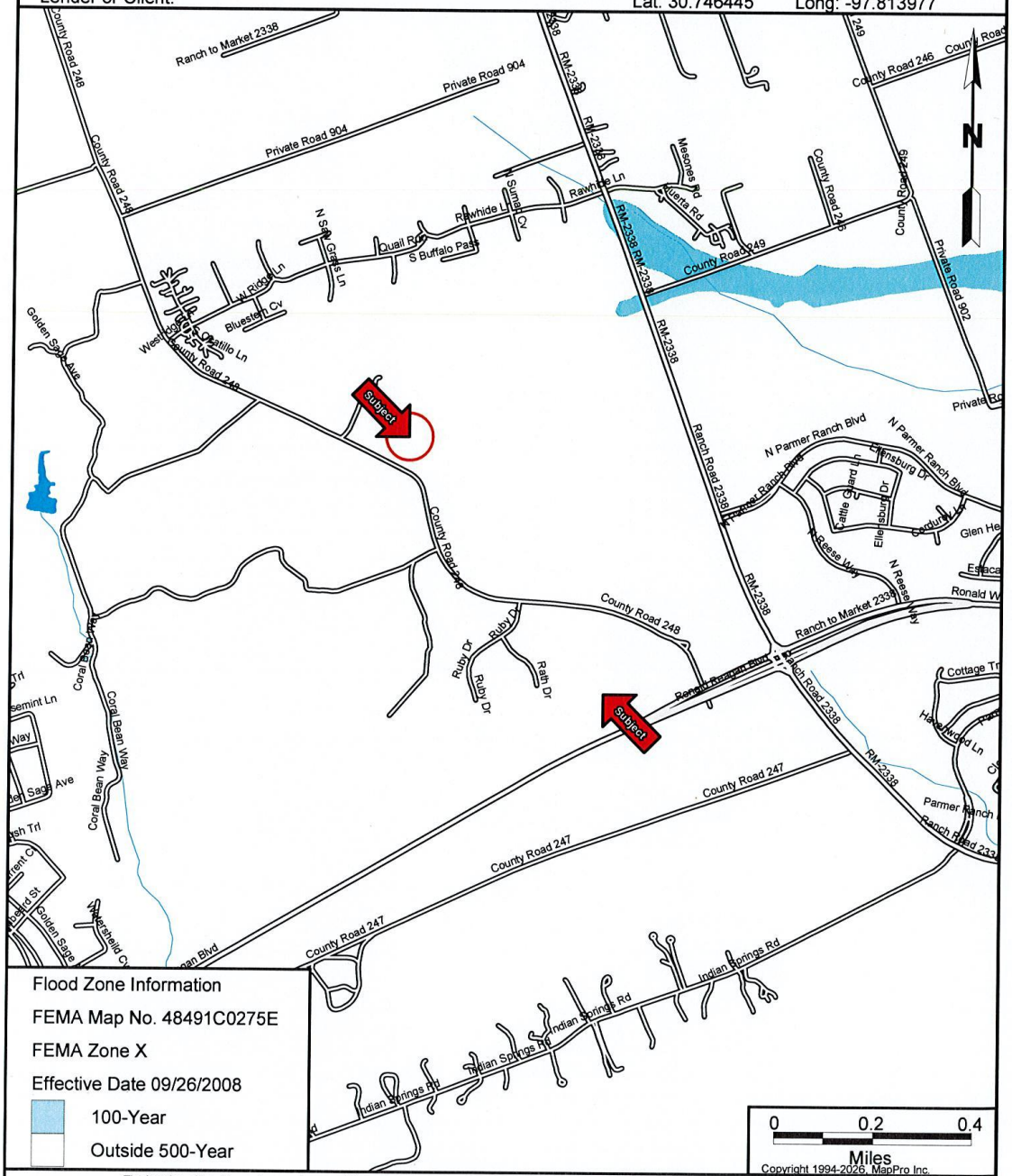


FLOOD MAP

File No. C9663

FLOOD MAP

Borrower or Owner:			
Subject Address:		Census Tract: 202.05	
City: Georgetown	County: Williamson	State: TX	Zip Code: 78633
Lender or Client:		Lat: 30.746445	Long: -97.813977



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.

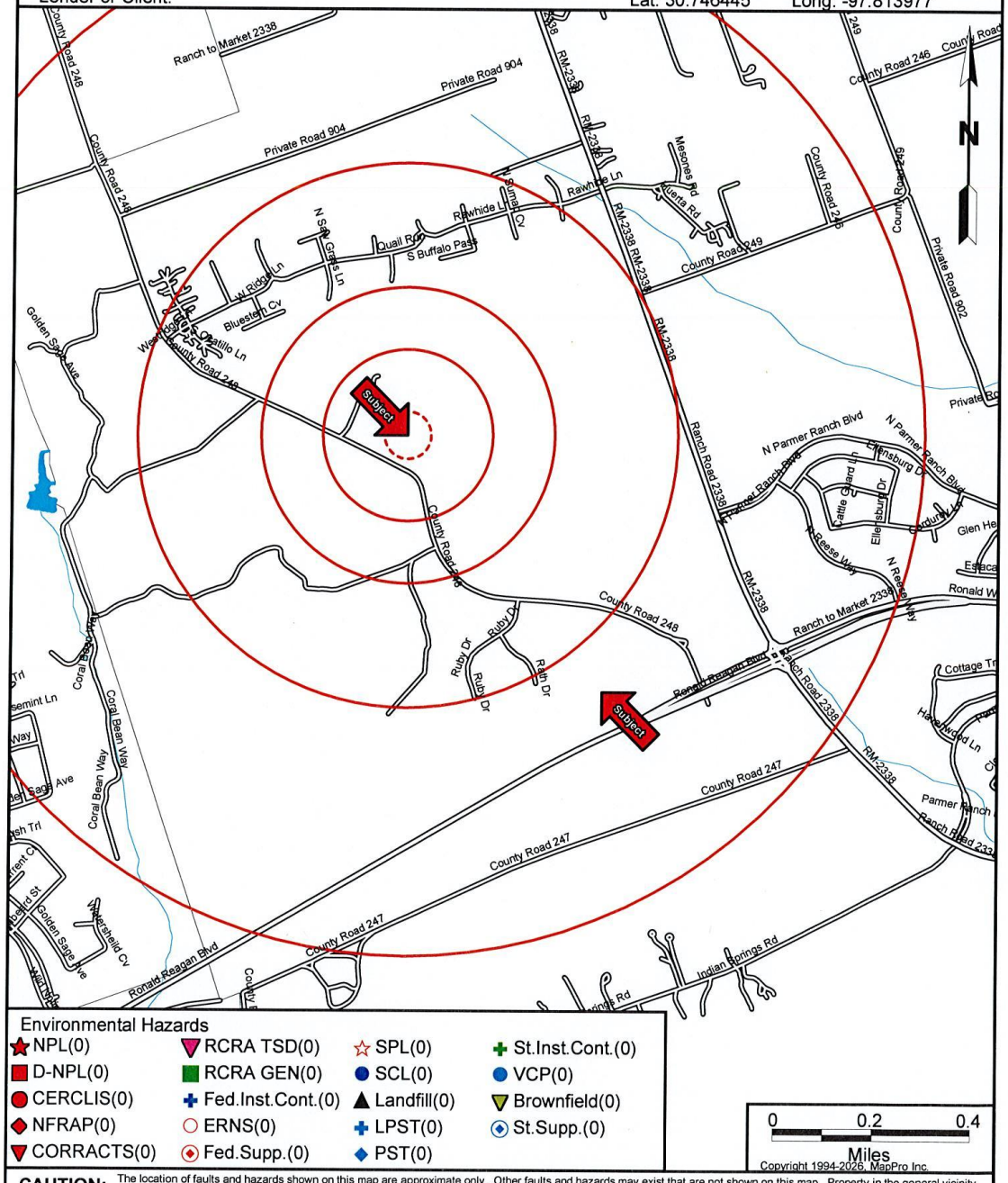
Prepared by Barletta & Associates, Inc. using MapPro Service. MapPro Inc., PO Box 37427, Houston, TX 77237 1-866-3MAPPRO.

HAZARDS MAP

File No. C9663

HAZARDS MAP

Borrower or Owner:			
Subject Address:		Census Tract: 202.05	
City: Georgetown	County: Williamson	State: TX	Zip Code: 78633
Lender or Client:		Lat: 30.746445	Long: -97.813977



Environmental Hazards

NPL(0)	RCRA TSD(0)	SPL(0)	St.Inst.Cont.(0)
D-NPL(0)	RCRA GEN(0)	SCL(0)	VCP(0)
CERCLIS(0)	Fed.Inst.Cont.(0)	Landfill(0)	Brownfield(0)
NFRAP(0)	ERNS(0)	LPST(0)	St.Supp.(0)
CORRACTS(0)	Fed.Supp.(0)	PST(0)	

0 0.2 0.4
Miles

Copyright 1994-2026, MapPro Inc.

CAUTION: The location of faults and hazards shown on this map are approximate only. Other faults and hazards may exist that are not shown on this map. Property in the general vicinity of fault or hazards should be evaluated by a civil engineer, environmental engineer or other appropriate specialist prior to purchase or investment.

Prepared by Barletta & Associates, Inc. using MapPro Service. MapPro Inc., PO Box 37427, Houston, TX 77237 1-866-3MAPPRO.

SUBJECT PROPERTY PHOTOGRAPHS

Subject from Ronald Reagan Boulevard and C. R. 248

A westerly view of Ronald Reagan Boulevard from C. R. 248

A northerly view of C. R. 248 from Ronald Reagan Boulevard

A northerly view of C. R. 248

Views of the subject from C. R. 248

A westerly view of Ronald Reagan Boulevard from the subject

An easterly view of Ronald Reagan Boulevard from the subject

Views of the subject from Ronald Reagan Boulevard

Views of the HEB Center at Ronald Reagan Boulevard & R. M. 2338

HIGHEST AND BEST USE

The **"Highest and Best Use"** is defined and described 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, page 88, Appraisal Institute).

The definition immediately above applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Implied within these definitions is recognition of the contribution of that specific use to community environment or to community development goals in addition wealth maximization to individual property owners. Also implied is that the determination of the highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon 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, 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. Heirloom is zoned Planned Unit Development (PUD), by the City of Georgetown with Base Zoning Districts of RS-Single Family Residential and C-3 Commercial. Within the PUD, Heirloom is divided into 6 character districts, being "Town

Center District;" "Traditional Neighborhood District;" "Large Lot Residential District;" "Special District;" "Public District;" and "Public District – Civic Use." It is also assumed subject development will be deed restricted, but I am not aware of any adverse deed restrictions which would preclude development of the land to its 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.

The subject property consists of Heirloom Major Improvement Area, being 2 tracts of entitled land containing a total of 493.614 acres, out of a total of approximately 616.038 acres, located along the north line of Ronald Reagan Boulevard, and the east and west lines of C.R. 248, in far north Williamson County, Texas 78663. The larger tract, referred to as Heirloom West, contains 361.943 acres, and wraps the northwest corner of Ronald Reagan Boulevard, and C.R. 248. The smaller tract, which is referred to as Heirloom East, contains 131.671 acres, and is located north of Ronald Reagan Boulevard, along the east line of C.R. 248. The remaining +/- 122.421 acres in the Heirloom MIA is owned by Georgetown I.S.D., and is not part of the subject property.

Heirloom is planned as a mixed-use, master-planned community to be developed on approximately 616.038 acres. According to the Heirloom Development Plan, the community will accommodate up to 3,600 residences, along with a Town Center and a wide range of commercial, multifamily, and public use developments, built around a network of open spaces and parks in a pedestrian-friendly environment.

FINANCIALLY FEASIBLE

Any use, which produces a positive rate of return, is regarded as feasible from a financial point of view. The general character of the market area and adjacent land uses also

provide indications of feasible use. This data along with other market data form the basis for analysis of various alternate investment returns.

According to the Zonda Austin *Metrostudy*, 2nd Quarter 2026, the subject's North Market Area is the most active market area in the Austin region, and accounted for 35.06% of all starts and 34.12% of all closings over the past 12 months in the greater Austin area. Over the past four quarters, the North Market Area had 4,689 starts and 4,875 closings, for an oversupplied vacant developed lot inventory of 32.4 months, and balanced housing inventory of 6.7 months.

According to Zonda Austin *Metrostudy*, 2nd Quarter 2026, the subject Heirloom is shown to be in the Georgetown West Submarket. The Georgetown West Submarket accounted for 1,265 of those 4,689 starts (2.98%) and 1,355 of those 4,875 closings (27.79%), with an oversupplied vacant developed lot inventory of 29.5 months, and a balanced housing inventory of 6.8 months. Historically, a 20 to 24-month supply of vacant developed lots indicate an equilibrium condition. Thus, the vacant developed lot inventory of 31.6 months in the Georgetown West Submarket is oversupplied, as is the North Market Area at 36.53 months. Historical new home closings, starts, inventory and vacant lot inventory for the North Market Area and the Georgetown West Submarket are summarized on the following table:

Market Area/ Submarket		1Q 2025	2Q 2025	3Q 2025	4Q 2025	1Q 2026	2Q 2026	Annual Rates/ Inventory Supply (Mos.)
North Market Area	Starts	1,216	1,413	1,120	974	1,010	1,585	4,689
	Closings	1,093	1,355	1,249	1,208	1,096	1,322	4,875
	Housing Inv.	2,841	2,899	2,770	2,536	2,450	2,713	6.7 Mos.
	VDL Inv.	10,319	10,580	11,682	12,610	13,230	12,672	32.4 Mos.
Georgetown West Submarket	Starts	355	385	311	247	336	371	1,265
	Closings	424	444	329	324	337	365	1,355
	Housing Inv.	912	853	835	758	757	763	6.8 Mos.
	VDL Inv.	2,601	2,563	2,904	3,377	3,319	3,105	29.5 Mos.

Zonda Austin *Metrostudy*, 2nd Quarter 2026

Note that within the Georgetown West Submarket, closings are now exceeding starts, which will continue to stabilize the housing inventory.

MAXIMALLY PRODUCTIVE HIGHEST & BEST USE CONCLUSION

The usage that produces the highest value is the maximally productive use, which is the highest and best use for the subject site. The subject has recently been annexed into the City of Georgetown, and is entitled for residential and commercial development. Further, reported costs of $10,707,000 have been incurred in PID entitlement expenses. Thus, based on the financially feasible, physically possible and legally permissible use of the subject development tract, a phased residential and mixed-use master-planned community is the maximally productive highest and best use, as proposed.

SALES COMPARISON APPROACH
HEIRLOOM PID MAJOR IMPROVEMENT AREA, "AS IS

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 a property than the cost of acquiring a substitute property with similar utility and characteristics, as the subject tract.

Knowledgeable individuals active in the area, which include real estate brokers, landowners, developers, and investors, were consulted for information that would aid in the investigation. All of the data presented was confirmed for accuracy, and is believed to be reliable. On the following pages are details concerning the comparable land sales, all of which have been used for the establishment of the Market Value conclusion for the subject commercial/retail/residential mixed-use tract, based on similar highest and best use land.

RESIDENTIAL LAND SALE NUMBER ONE

Consideration:	$49,200,000, or $187,065 per acre.
Financing:	Cash to Seller
Cash Equivalent Price:	$49,200,000, or $187,065 per acre.
Sales Date:	October 26, 2023
Grantor:	WMV North Hutto, LLC
Grantee:	GRBK Edgewood, LLC, & Meritage Homes of Texas
Recording Data:	File #2023089401
Map Reference:	350 A
Location:	Along the south line of Main Hippo Drive, the north line of F.M. 132, east of F.M. 1660, and west of F.M. 133, in Hutto, Williamson County, Texas 78634.
Size:	263.01 acres preliminarily platted for 1,097 residential lots.
Density:	4.17 lots per acre.
Shape:	Irregular, but functional for residential lot development.
Topography:	Generally level.
Utilities:	All available.
MUD/PID Receivables:	Prairie Winds PID (Buyer retains receivables)
Zoning/Restrictions:	SF-1 Village, by the City of Hutto/None adverse known.
Improvements:	Entitled land – fully engineered, preliminarily platted, and approved.
Floodplain:	Outside of the 500-year floodplain.

Comments: Green Brick, LLC and Meritage Homes of Texas, LLC purchased this site and will be the exclusive builders in the development, with a price point of $320,000 to $460,000. Green Brick, LLC will build under the name Trophy Signature Homes.

RESIDENTIAL LAND SALE NUMBER TWO

Consideration:	$9,605,000, or $133,525 per acre.
Financing:	Cash to Seller
Cash Equivalent Price:	$9,605,000, or $133,525 per acre.
Sales Date:	Pending
Grantor:	MB Hutto, LLC
Grantee:	MB Communities TX, LLC (Columnar Communities)
Confirmation:	Land Purchase Contract
Map Reference:	380 X & T
Location:	Along the north line of F.M. 1660 between F.M. 134 and McCoy Lane, in Hutto, Williamson County, Texas 78634.
Size:	71.934 net acres platted for 165 paper lots.
Density:	4.80 lots per acre.
Shape:	Irregular, but functional for residential lot development.
Topography:	Generally level.
Utilities:	All available.
MUD/PID Receivables:	None
Zoning/Restrictions:	None/None adverse known.
Improvements:	Entitled land – fully engineered, platted, and approved.
Floodplain:	Outside of the 500-year floodplain.

Comments: This site is preliminarily platted for 165, 35', 45' and 55' lots. The purchase price is based on $6,925,000 for the 71.934 acres, plus $2,680,000 to the Grantor for MUD Receivables.

RESIDENTIAL LAND SALE NUMBER THREE

Consideration:	$6,856,025, or $134,786 per acre.
Financing:	Cash to Seller
Cash Equivalent Price:	$6,856,025, or $134,786 per acre.
Sales Date:	November 22, 2023
Grantor:	River Oaks Land Partners II, LLC
Grantee:	Drees Custom Homes, LP
Recording Data:	2023-096509
Map Reference:	Williamson County
Location:	Located along the east line of County Road 214, west of US 183, and south of the North Fork San Gabriel River, in Liberty Hill, Williamson County, Texas 78642.
Size:	50.866 acres preliminarily platted for 107 residential lots.
Density:	2.103 lots per acre.
Shape:	Irregular, but functional for residential lot development.
Topography:	Generally rolling.
Utilities:	All available.
MUD/PID Receivables:	San Gabriel MUD #1 (Seller retains receivables)
Zoning/Restrictions:	None (Liberty Hill ETJ)/None adverse known.
Improvements:	Entitled land – fully engineered, preliminarily platted, and approved.
Floodplain:	Outside of the 500-year floodplain.

RESIDENTIAL LAND SALE NUMBER FOUR

Consideration:	$8,064,179, or $101,738 per acre.
Financing:	Cash to Seller
Cash Equivalent Price:	$8,599,170, or $108,488 per acre - See Comments
Sales Date:	May 20, 2025
Grantor:	East View Property – Georgetown I, L.P.
Grantee:	Highland Homes – Austin, LLC
Recording Data:	File # 2025038627
Map Reference:	287 H & M
Location:	Along the east line of SH 130, just south of SH 29, in Georgetown, Williamson County, Texas 78626.
Size:	Two tracts totaling 79.264 acres preliminarily platted for 214 lots
Density:	2.65 lots per acre.
Shape:	Irregular, but functional for residential lot development.
Topography:	Generally level.
Utilities:	All available.
MUD/PID Receivables:	None
Zoning/Restrictions:	PUD, by the City of Georgetown/None adverse known.
Improvements:	Entitled land – fully engineered, preliminarily platted, and approved.
Floodplain:	The 214 paper lots are outside of the 500-year floodplain.

Comments: In addition to the purchase price of $8,064, 179, Highland Homes agreed to reimburse the seller $535,000 ($2,500/paper lot) for pre-paid water fees. Thus, the total purchase price amounts to $8,599,170, or $40,183 per paper lot.

RESIDENTIAL LAND SALE NUMBER FIVE – SUBJECT PROPERTY

Consideration:	$9,967,265, or $81,517 per acre.
Financing:	Cash to Seller
Cash Equivalent Price:	$9,967,265, or $81,517 per acre.
Sales Date:	January 14, 2025
Grantor:	Beverly Williams and Patsy May Fisher
Grantee:	Heirloom East, LLC (Columnar Communities)
Confirmation:	Mr. Logan Kimble with Columnar Communities
Map Reference:	193 G
Location:	North of Ronald Reagan Boulevard, along the east line of C.R. 248, in Georgetown, Williamson County, Texas 78663.
Size:	131.671 acres.
Density:	N/A
Shape:	Irregular, but functional for residential lot development.
Topography:	Generally level.
Utilities:	All available.
MUD/PID Receivables:	None at time of sale
Zoning/Restrictions:	None at time of sale/None adverse known.
Improvements:	None at time of sale.
Floodplain:	Outside of the 500-year floodplain.

Comments: This represents the portion of the subject property now referred to as Heirloom East. Subsequent to the sale, the site was annexed by the City of Georgetown, and has been approved and entitled for mixed-use and residential development.

RESIDENTIAL LAND SALE NUMBER SIX – SUBJECT PROPERTY

Consideration:	$39,813,730, or $110,000 per acre.
Financing:	Cash to Seller
Cash Equivalent Price:	$39,813,000, or $110,000 per acre.
Sales Date:	September 15, 2023
Grantor:	GVM III, LLC
Grantee:	HeirloomTX, LLC (Columnar Communities)
Confirmation:	Mr. Logan Kimble with Columnar Communities
Map Reference:	193 K & L
Location:	Wraps the northwest line of Ronald Reagan Boulevard and C.R. 248, in Georgetown, Williamson County, Texas 78663.
Size:	361.943 acres.
Density:	N/A
Shape:	Irregular, but functional for residential lot development.
Topography:	Generally level.
Utilities:	All available.
MUD/PID Receivables:	None at time of sale
Zoning/Restrictions:	None at time of sale/None adverse known.
Improvements:	None at time of sale.
Floodplain:	Outside of the 500-year floodplain.

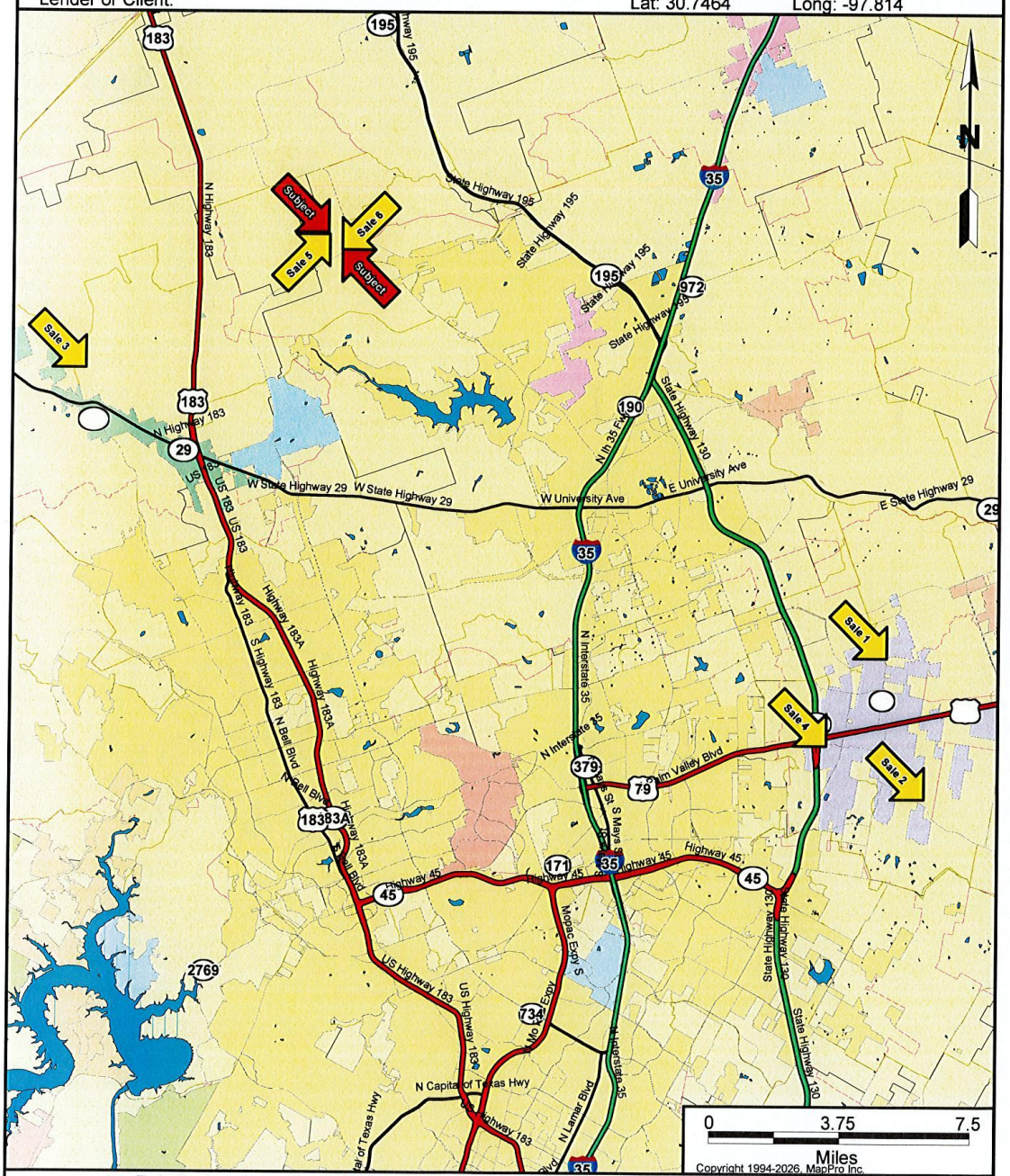
Comments: This represents the portion of the subject property now referred to as Heirloom West. This site has extensive frontage on Ronald Reagan Boulevard, with additional frontage on C.R. 248. Subsequent to the sale, the site was annexed by the City of Georgetown, and has been approved and entitled for mixed-use and residential development.

COMPARABLE COMMERCIAL LAND SALES MAP

File No. C9663 Land Sales

LOCATION MAP

Borrower or Owner:			
Subject Address:		Census Tract: 202.05	
City: Georgetown	County: Williamson	State: TX	Zip Code: 78633
Lender or Client:		Lat: 30.7464	Long: -97.814



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.

Prepared by Barletta & Associates, Inc. using MapPro Service. MapPro Inc., PO Box 37427, Houston, TX 77237 1-866-3MAPPRO.

HEIRLOOM WEST

LAND SALES ANALYSES AND CONCLUSION – 361.943 ACRES, "AS IS"

All of the preceding land sales have been thoroughly analyzed, documented, confirmed and compared to the subject property. These comparable sales provide a good indication of market prices and market activity for the subject area. The market data was first analyzed to establish representative and realistic measures for adjustment factors. The following are comments and analyses of the corresponding adjustments to be applied to the comparable land sales.

CUMULATIVE ADJUSTMENTS

Property Rights Conveyed: The comparability of property interests must first be considered when utilizing sales for adjustment analysis. The real property rights conveyed of the sales were all found to feature fee simple estates. Therefore, **no adjustment is necessary for this category,** as it is considered that each sale adequately represents market activity in the subject area for fee simple estates.

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. If a sale had favorable financing, it would be 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. Each of the land sales sold for all cash to the seller, thus, **no adjustments for cash equivalency was necessary.**

Market Conditions: Market conditions or time adjustments for the date of sale for residential land are important, because they compensate for any value change that may have been experienced in relation to the effective date of the appraisal. Within the subject market area, commercial land values have been mostly stable to slightly increasing. **Land Sales 1, 3, 4 and 6 are each adjusted at a rate of approximately 4.0% per year. Land Sale 2 is pending, and is not adjusted.**

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. Buyer's and seller's 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 or seller, which may be difficult to measure, but must be considered, analyzed, and reasonably adjusted. Upon review of the market transactions presented on the previous pages, it was judged that all of the land sales presented involved no extraordinary conditions of sale and **adjustments do not appear to be warranted in this category.**

ADDITIVE ADJUSTMENTS

Location: The subject 361.493 acres has extensive frontage on Ronald Reagan Boulevard, with additional frontage on C.R. 248, and is considered to be well located between the master-planned communities of Nolina to the west and Parmer Ranch to the east. Land Sale 6 represents the subject, and is not adjusted. Land Sale 1 is considered to be generally similar to the subject, and is not adjusted. Land Sales 2, 3 and 4 are judged inferior to the subject in terms of location, **warranting adjustments of +50% to Land Sale 2; +10% to Land Sale 3; and +15% to Land Sale 4, based on pairing of the dataset presented.**

Size: Typically, larger tracts sell for lesser unit prices than otherwise equally desirable smaller tracts. The primary reason for this is that the purchase of larger tracts entails a larger capital outlay, a factor that restricts the number of possible buyers, as compared to the relatively larger market for a similar smaller size site.

The subject contains 361.943 acres. Land Sale 6 represents the subject, and is not adjusted. Land Sale 1 is considered to be generally similar in size, warranting no

adjustment. **Land Sales 2, 3 and 4 are each adjusted -15% for their significantly smaller, superior site sizes.**

Entitlements: As mentioned throughout, the subject has now been annexed by the City of Georgetown, and is now approved for the Development of Heirloom. Land Sales 1, 2, 3 and 4 are similar in this regard, and are not adjusted. **Land Sale 6, which represents the subject, had no such entitlements at the time of sale, and is adjusted +5% based on the remaining data set.**

MUD/PID Receivables: A PID has now been approved for the subject, and it is projected that the rights and benefits will remain with the land owner - seller. **Land Sale 3** is similar in this regard, and **is not adjusted.** In **Land Sales 1 and 2,** the purchase price included all of the rights and benefits to the PID, **and each are adjusted -30% in order to reflect this benefit. Land Sales 4 and 6 lacked any benefits from a MUD or PID, and each are adjusted +15%, when paired with Land Sales 1, 2 and 3.**

Other Physical Characteristics: Other factors having an influence on value include the shape, topography, floodplain and drainage. The shape and configuration of a site may have an effect on development costs. Topography and drainage may also have an effect on development costs. All of these items comprise general physical characteristics, which may be one of the most subjective adjustment categories but can, and generally do, affect a site's marketability, and subsequently, its value. **Land Sales 1, 2, 3, 4 and 6** are located considered to be generally similar to the subject in terms of physical characteristics, and **adjustments are not warranted.**

Floodplain: Properties located within the 100-year floodplain may require additional site preparation costs to raise the site or improvements out of the floodplain. Like the subject, **Land Sales 1, 2, 3, 4 and 6** are located outside of the floodplain, and **no adjustments are warranted for this category.**

LAND SALES ADJUSTMENT GRID

Please refer to the following Land Sales Adjustment Grid, which illustrates these adjustments.

MOST COMPARABLE LAND SALES ADJUSTMENT GRID
HEIRLOOM WEST – 361.943 ACRES OF ENTITLED LAND, "AS IS"

MARKET DATA	SUBJECT	SALE 1	SALE 2	SALE 3	SALE 4	SALE 6
Sale Price/Acre	-	$187,065	$133,525	$134,786	$108,488	$110,000
Sales Date Adjustment	4/17/2026 -	4Q/2023 +10.0%	Pending 0%	4Q/2023 +10.0%	2Q/2025 +4.0%	3Q/2023 +10%
Adjusted Sale Price/Acre	**-**	**$205,772**	**$133,525**	**$148,265**	**$112,828**	**$121,000**
Financing Adjustment	CTS -	Equal 0%	Equal 0%	Equal 0%	Equal 0%	Equal 0%
Conditions of Sale Adjustment	Market Conditions -	Equal 0%	Equal 0%	Equal 0%	Equal 0%	Equal 0%
Adjusted Sale Price/Acre	**-**	**$205,772**	**$133,525**	**$148,265**	**$112,828**	**$121,000**
Location Adjustment	Ronald Reagan Blvd. -	Main Hippo Drive 0%	F.M. 1660 +50%	C.R. 214 +10%	S.H. 130 +15%	Ronald Reagan 0%
Size (Acres) Adjustment	361.943 -	263.01 0%	71.934 -15%	50.866 -15%	79.264 -15%	361.943 0%
Entitlements Adjustment	Engineered & Preliminarily Platted -	Equal 0%	Equal 0%	Equal 0%	Equal 0%	None +5%
MUD/PID Receivables Adjustment	Seller Retains -	Buyer Retains -30%	Buyer Retains -30%	Equal 0%	None +15%	None +15%
Physical Characteristics Adjustment	Typical -	Equal 0%	Equal 0%	Equal 0%	Equal 0%	Equal 0%
Floodplain Adjustment	None -	Equal 0%	Equal 0%	Equal 0%	Equal 0%	Equal 0%
Net Adjustment	**-**	**-30%**	**+5%**	**-5%**	**+15%**	**+20%**
Indicated Sale Price/Acre	**-**	**$144,040**	**$140,201**	**$140,851**	**$129,752**	**$145,200**
Indicated Mean Price/Acre	**$140,009**					
Indicated Median Price/Acre	**$140,851**					

HEIRLOOM WEST - MARKET VALUE CONCLUSION – 361.943 ACRES, "AS IS"

The land sales used in this analysis exhibit an adjusted value range from $129,752 per acre up to $145,200 per acre, **with a mean indication of $140,009 per acre and a median of $140,857 per acre.** After considering the physical characteristics of the subject land, and the supply and demand for the land in the market area; it is my opinion that the "As Is" Market Value of the subject **361.943 acres of entitled land, as of April 17, 2026, is $140,000 per acre, or $50,672,000 (R).**

HEIRLOOM EAST

LAND SALES ANALYSES AND CONCLUSION – 131.671 ACRES, "AS IS"

CUMULATIVE ADJUSTMENTS

Property Rights Conveyed: The comparability of property interests must first be considered when utilizing sales for adjustment analysis. The real property rights conveyed of the sales were all found to feature fee simple estates. Therefore, **no adjustment is necessary for this category,** as it is considered that each sale adequately represents market activity in the subject area for fee simple estates.

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. If a sale had favorable financing, it would be 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. Each of the land sales sold for all cash to the seller, thus, **no adjustments for cash equivalency was necessary.**

Market Conditions: Market conditions or time adjustments for the date of sale for residential land are important, because they compensate for any value change that may have been experienced in relation to the effective date of the appraisal. Within the subject market area, commercial land values have been mostly stable to slightly increasing. **Land Sales 1, 3, 4 and 5 are each adjusted at a rate of approximately 4.0% per year. Land Sale 2 is pending, and is not adjusted.**

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. Buyer's and seller's 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 or seller, which may be difficult to measure, but must be considered, analyzed, and reasonably adjusted. Upon review of the market transactions presented on the previous pages, it was judged that all of the land sales presented involved no extraordinary conditions of sale and **adjustments do not appear to be warranted in this category.**

ADDITIVE ADJUSTMENTS

Location: The subject 131.671 acres is located north of Ronald Reagan Boulevard, along C.R. 248, and is considered to be a secondary location. Land Sale 5 represents the subject, and is not adjusted**. Land Sale 1** is considered to be far superior to the subject, and is adjusted **-25%. Land Sales 3 and 4** are also judged superior to the subject in terms of location, but to a lesser extent, **warranting adjustments of -15% to Land Sale 3; and -10% to Land Sale 4, based on the data set presented. Land Sale 2 is judged inferior to the subject, and is adjusted +25%.**

Size: Typically, larger tracts sell for lesser unit prices than otherwise equally desirable smaller tracts. The primary reason for this is that the purchase of larger tracts entails a larger capital outlay, a factor that restricts the number of possible buyers, as compared to the relatively larger market for a similar smaller size site.

The subject contains 131.671 acres. Land Sale 5 represents the subject, and is not adjusted. Land Sale 1 is much larger than the subject, warranting a +5%. adjustment. **Land Sales 2, 3 and 4 are each adjusted -5% for their significantly smaller, superior site sizes.**

Entitlements: As mentioned throughout, the subject has now been annexed by the City of Georgetown, and is now approved for the development of Heirloom. Land Sales 1, 2, 3 and 4 are similar in this regard, and are not adjusted. **Land Sale 5, which represents**

the subject, had no such entitlements at the time of sale, and is adjusted +15% based on the remaining data set.

MUD/PID Receivables: A PID has now been approved for the subject, and it is projected that the rights and benefits will remain with the land owner. **Land Sale 3** is similar in this regard, and **is not adjusted.** In **Land Sales 1 and 2,** the purchase price included all of the rights and benefits to the PID, **and each are adjusted -30% in order to reflect this benefit. Land Sales 4 and 5 lacked any benefits from a MUD or PID, and each are adjusted +15%, when paired with Land Sales 1, 2 and 3.**

Other Physical Characteristics: Other factors having an influence on value include the shape, topography, floodplain and drainage. The shape and configuration of a site may have an effect on development costs. Topography and drainage may also have an effect on development costs. All of these items comprise general physical characteristics, which may be one of the most subjective adjustment categories but can, and generally do, affect a site's marketability, and subsequently, its value. **Land Sales 1, 2, 3, 4 and 6** are considered to be generally similar to the subject in terms of physical characteristics, and **adjustments are not warranted.**

Floodplain: Properties located within the 100-year floodplain may require additional site preparation costs to raise the site or improvements out of the floodplain. Like the subject, **Land Sales 1, 2, 3, 4 and 6** are located outside of the floodplain, and **no adjustments are warranted for this category.**

LAND SALES ADJUSTMENT GRID

Please refer to the following Land Sales Adjustment Grid, which illustrates these adjustments.

MOST COMPARABLE LAND SALES ADJUSTMENT GRID
HEIRLOOM EAST – 131.671 ACRES OF ENTITLED LAND, "AS IS"

MARKET DATA	SUBJECT	SALE 1	SALE 2	SALE 3	SALE 4	SALE 5
Sale Price/Acre	-	$187,065	$133,525	$134,786	$108,488	$81,517
Sales Date Adjustment	4/17/2026 -	4Q/2023 +10.0%	Pending 0%	4Q/2023 +10.0%	2Q/2025 +4.0%	1Q/2025 +5%
Adjusted Sale Price/Acre	**-**	**$205,772**	**$133,525**	**$148,265**	**$112,828**	**$85,593**
Financing Adjustment	CTS -	Equal 0%	Equal 0%	Equal 0%	Equal 0%	Equal 0%
Conditions of Sale Adjustment	Market Conditions -	Equal 0%	Equal 0%	Equal 0%	Equal 0%	Equal 0%
Adjusted Sale Price/Acre	**-**	**$205,772**	**$133,525**	**$148,265**	**$112,828**	**$85,593**
Location Adjustment	C.R. 248 -	Main Hippo Drive -25%	F.M. 1660 +25%	C.R. 214 -15%	S.H. 130 -10%	C.R. 248 0%
Size (Acres) Adjustment	131.671 -	263.01 +5%	71.934 -5%	50.866 -5%	79.264 -5%	131.671 0%
Entitlements Adjustment	Engineered & Preliminarily Platted -	Equal 0%	Equal 0%	Equal 0%	Equal 0%	None +15%
MUD/PID Receivables Adjustment	Seller Retains -	Buyer Retains -30%	Buyer Retains -30%	Equal 0%	None +15%	Equal 0%
Physical Characteristics Adjustment	Typical -	Equal 0%	Equal 0%	Equal 0%	Equal 0%	Equal 0%
Net Adjustment	**-**	**-50%**	**-10%**	**-20%**	**0%**	**+15%**
Indicated Sale Price/Acre	**-**	**$102,886**	**$120,173**	**$118,612**	**$112,828**	**$98,432**
Indicated Mean Price/Acre	**$110,586**					
Indicated Median Price/Acre	**$112,829**					

HEIRLOOM EAST - MARKET VALUE CONCLUSION – 131.671 ACRES, "AS IS"

The land sales used in this analysis exhibit an adjusted value range from $98,432 per acre up to $120,173 per acre, **with a mean indication of $110,586 per acre and a median of $112,829 per acre.** After considering the physical characteristics of the subject land, and the supply and demand for the land in the market area; it is my opinion that the "As Is" Market Lot Value of the subject 131.671 acres of entitled land, **as of April 17, 2026, is $110,000 per acre, or $14,483,000 (R).**

MARKET VALUE CONCLUSION WHOLE PROPERTY – 493.614 ACRES, "AS IS"

After considering the physical characteristics of the subject land, and the supply and demand for the land in the market area; it is my opinion that the "As Is" Market Value of the subject 493.614 acres of entitled land, as of April 17, 2026, is computed as follows:

SALES COMPARISON APPROACH CONCLUSION

Description	Acres	Land Value	"As Is" Market Value
Heirloom West	361.943	@ $140,000 / Acre =	$50,672,000 (R)
Heirloom East	131.671	@ $110,000 / Acre =	$14,483,000 (R)
Total/Average	**493.614**	**@ $131,996 / Acre =**	**$65,155,000**
		Concluded:	**$65,155,000**

CORRELATION OF MARKET VALUE TO ACQUISITION COSTS

Description	Acres	Amount
Heirloom West	361.943	$39,813,730
Heirloom East	131.671	$ 9,967,265
Entitlement Costs	-	$10,707,232
Total	493.614	$60,488,227
Plus Profit at 6.0%	-	$ 3,629,294
Total Acquisition Costs	**-**	**$64,117,521**
Sales Comparison "As Is" Market Value	**-**	**$65,155,000**

RECONCILIATION AND FINAL MARKET VALUE CONCLUSION

The Sales Comparison Approach is considered to be the only applicable approach to valuing the subject vacant land, and was given sole consideration. **While considered, the Income Approach and the Cost Approach are not applicable.**

To conclude, it is my opinion that the **"As Is" Market Value** of the of the fee simple interest in the subject 493.614 acres in the **Heirloom PID Major Improvement Area**, as of the indicated effective date, is as follows:

FINAL MARKET VALUE CONCLUSION

Description	"As Is" Market Value	Effective Date
493.614 Acres in the Heirloom PID Major Improvement Area	$65,155,000	8/27/2026

Extraordinary Assumptions:

1.) The Market Value concluded herein is subject to a survey of each of the two subject tracts.

2.) The Market Value also assumes all reported PID development entitlements are in place for the subject site.

3.) If any of these assumptions and conditions prove to be false, it may have an effect on the Market Value contained herein.

MARKETING AND EXPOSURE PERIODS

A marketing period is not a fact which can be found, but is an estimate which is dependent on supply/demand market conditions, availability of financing, competent marketing and negotiating efforts, and perhaps most important, the appropriate asking price. My estimate of the projected marketing period assumes market conditions are similar to those, which currently exist, as of the effective date of this appraisal. It also assumes reasonable financing can be obtained and that the property is aggressively marketed.

According to participants in the regional and local residential land 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 decreasing in recent years. Based upon my market analysis, I have estimated a prospective marketing period for the subject

property to be within 6 to 9 months. The subject property should market well at the reasonable and competitive concluded Market Value. As a result, I further estimate a historic exposure period of approximately 6 to 9 months or less for the subject property, based upon the market data presented herein and the reported exposure times of the comparable sales.

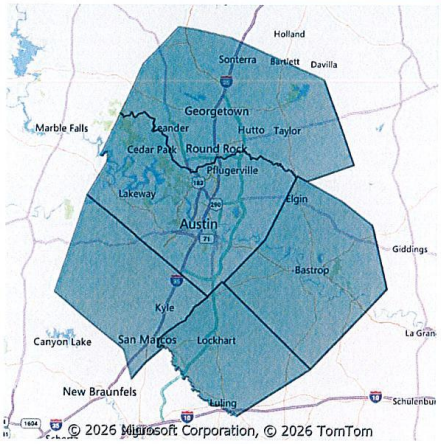
ADDENDA

AUSTIN AREA ANALYSIS

Quarterly Housing Report

AUSTIN ROUND ROCK SAN MARCOS MSA

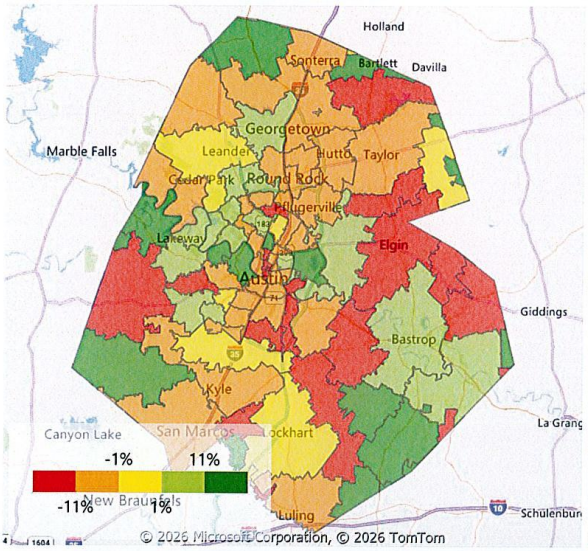
Second Quarter 2026



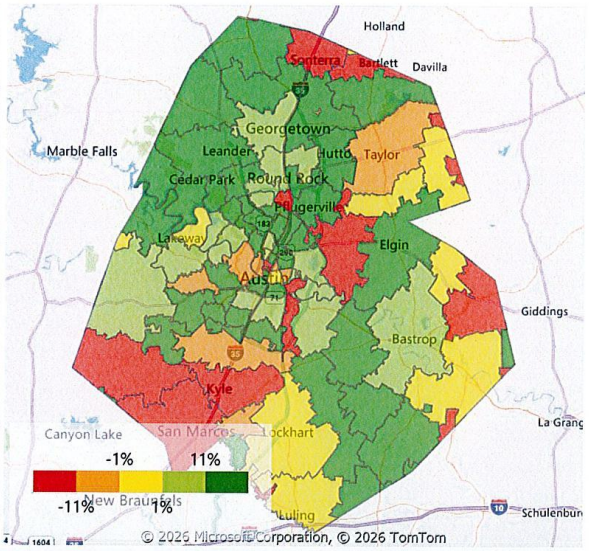
Executive Summary

- Metro area sales volume increased 10% to 9,537 transactions. Median price decreased 0.8% year-over-year to $439,900.
- 2026 Q2 months inventory for all residential properties fell 4.9% year-over-year to 5.6 months.
- Metro area residential property listings decreased .8% year-over-year to 14,647 active listings.
- Single-family new construction median price decreased by 4.5% year-over-year to $381,900.
- Single-family rental average rent decreased by 1.1% year-over-year to $2,275.

Median Price Change (YoY)



Sales Volume Change (YoY)



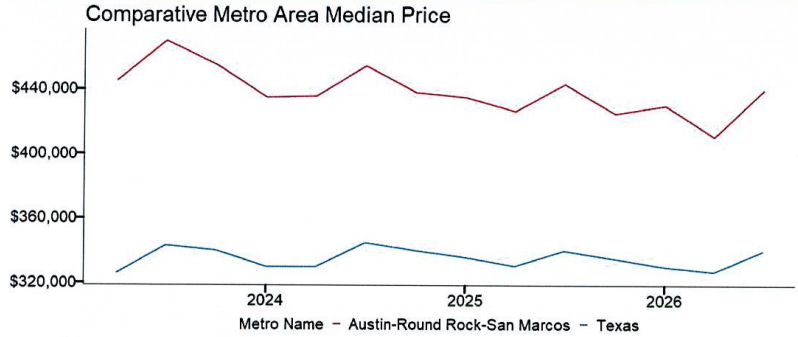
About this report

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.

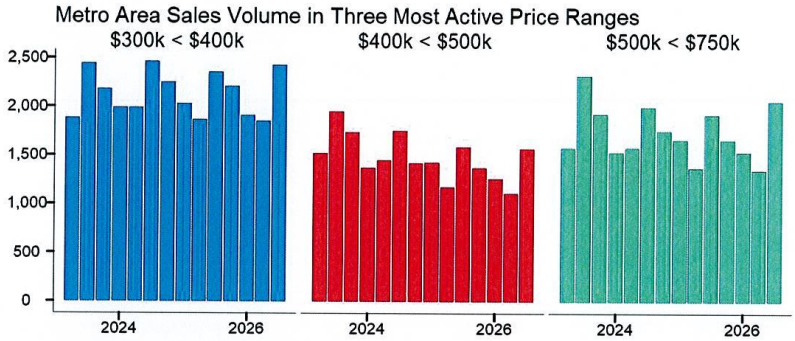
TEXAS A&M UNIVERSITY
Texas Real Estate Research Center

www.recenter.tamu.edu

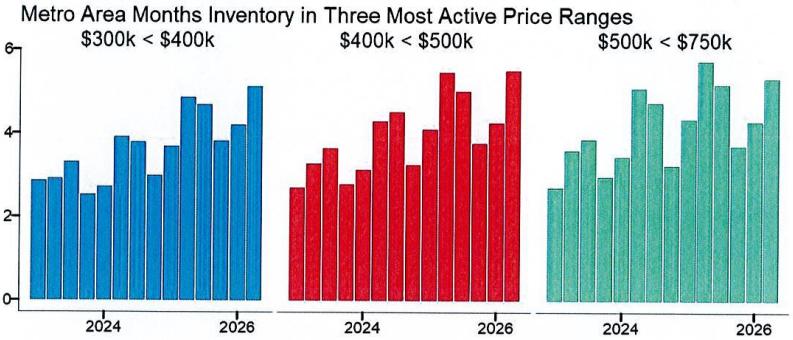
Key Market Metrics



Median price in the Austin-Round Rock-San Marcos metro decreased by approximately 0.8% year-over-year, from $444,000 to $439,900. Metro area price exceeded the statewide median price of $340,000 by $99,900.



2026 Q2 total sales volume increased by approximately 10% year-over-year, from 8,671 to 9,537. Sales of homes between $300k and $400k did not change, while homes between $500k and $750k did not change, and homes between $400k and $500k did not change.



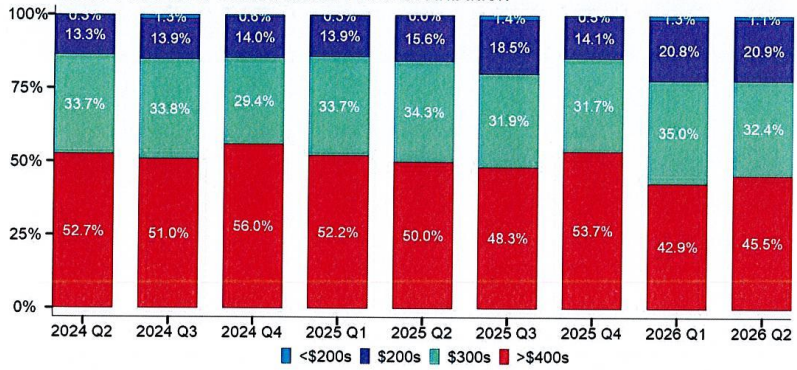
Metro area months inventory decreased year-over-year from 5.88 to 5.59 months. Homes between $300k and $400k did not change, while homes between $500k and $750k did not change and homes between $400k and $500k did not change.

Average days to sell throughout the metro area increased from 98 to 100 days, an increase of 2% year-over-year. Average days to sell for homes between $300k and $400k remained stagnant compared with the same quarter last year.

TEXAS A&M UNIVERSITY
Texas Real Estate Research Center
www.recenter.tamu.edu

Single-Family New Construction

Metro Area New Construction Price Distribution



Homes in the $400s and above range fell to 45.5% of single-family new construction sales through the MLS. The second most active price range was homes in the $300s, which fell from 34.3% to 32.4% year-over-year.

Metro Area New Construction by Price Cohort

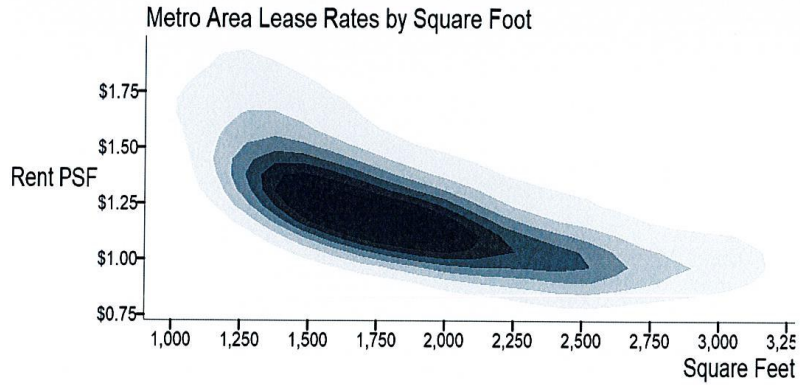
In the latest quarter, the average price was $492,247 for new homes sold through the MLS, a decrease over last year's figure of $495,182. Average price for existing homes was $642,726, an increase over last year's figure of $636,110.

Top Five Most Active Zip Codes

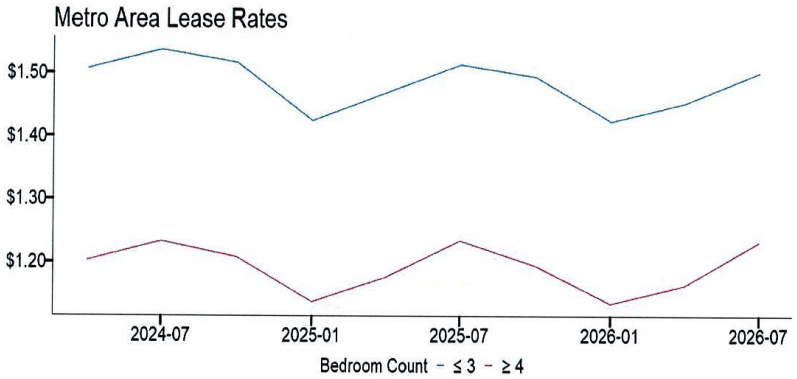
	Median Price	YoY%	Median Price PSF	YoY%	Median Square Feet
	$307,999	-5.8%	$156.25	-8.5%	1,917
	$467,000	-0.7%	$198.67	-3.2%	2,545
	$530,000	1.5%	$206.27	-4.1%	2,592
	$307,000	-3.4%	$161.27	-9.0%	1,915
	$380,000	-7.2%	$188.20	-7.8%	2,116

TEXAS A&M UNIVERSITY
Texas Real Estate Research Center
www.recenter.tamu.edu

Single-Family Rentals



Average rent per square foot for single-family properties was $1.39, a decrease compared with last year's rental rate of $1.40. The average home size was 1,949 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 $1.51. For four-bedroom single-family homes, the rental rate per square foot was $1.23, a decrease compared with last year's rental rate of $1.23.

Rental Metrics by Bedroom Count

Bedroom Count	Average Monthly Rent	Average Monthly Rent	Average Square Feet	Distribution
Three or less	$2,326	$1.50	1,613	58.3%
Four or more	$2,996	$1.23	2,417	41.7%
Overall	$2,605	$1.39	1,948	100%

TEXAS A&M UNIVERSITY
Texas Real Estate Research Center
www.recenter.tamu.edu

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	0	0%	0%	-	-	-	-	2	24.0	-	-
$70k < $100k	1	0%	0%	***	***	***	***	0	0.0	***	***
$100k < $150k	4	0%	1%	***	***	***	***	4	2.7	***	***
$150k < $200k	10	0%	2%	$177,500	0%	$155.62	0%	18	5.1	1,150	1986
$200k < $250k	58	0%	13%	$230,999	0%	$164.89	0%	41	3.7	1,402	2025
$250k < $300k	76	0%	17%	$273,320	0%	$179.45	0%	128	5.2	1,522	2025
$300k < $400k	174	0%	38%	$337,500	0%	$167.91	0%	268	5.4	2,000	2025
$400k < $500k	54	0%	12%	$418,500	0%	$201.34	0%	151	8.6	2,113	2024
$500k < $750k	58	0%	13%	$569,000	0%	$218.59	0%	161	11.2	2,887	2019
$750k < $1M	10	0%	2%	$805,000	0%	$260.57	0%	59	19.1	3,050	2012
$1M+	9	0%	2%	$1,200,000	0%	$294.46	0%	34	27.2	4,330	2012

*** 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	3	0%	2%	***	***	***	***	0	0.0	***	***
$70k < $100k	0	0%	0%	-	-	-	-	6	14.4	-	-
$100k < $150k	0	0%	0%	-	-	-	-	11	18.9	-	-
$150k < $200k	14	0%	8%	$187,500	0%	$136.71	0%	15	3.0	1,340	2023
$200k < $250k	62	0%	36%	$219,500	0%	$140.89	0%	66	4.6	1,572	2026
$250k < $300k	21	0%	12%	$268,490	0%	$158.19	0%	82	10.7	1,756	2022
$300k < $400k	39	0%	23%	$357,950	0%	$178.41	0%	83	8.1	2,025	2025
$400k < $500k	19	0%	11%	$428,700	0%	$203.39	0%	44	12.0	2,127	2022
$500k < $750k	10	0%	6%	$552,000	0%	$278.74	0%	45	16.4	2,264	2003
$750k < $1M	2	0%	1%	***	***	***	***	13	22.3	***	***
$1M+	2	0%	1%	***	***	***	***	11	66.0	***	***

*** 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%	-	-	-	-	8	0.0	-	-
$70k < $100k	3	0%	0%	***	***	***	***	1	3.0	***	***
$100k < $150k	3	0%	0%	***	***	***	***	4	3.0	***	***
$150k < $200k	30	0%	2%	$186,000	0%	$131.16	0%	28	4.0	1,380	2015
$200k < $250k	140	0%	10%	$231,990	0%	$153.79	0%	165	4.4	1,470	2025
$250k < $300k	208	0%	15%	$275,990	0%	$166.45	0%	329	4.8	1,659	2025
$300k < $400k	357	0%	26%	$340,000	0%	$170.72	0%	617	5.4	1,994	2025
$400k < $500k	202	0%	15%	$449,480	0%	$202.57	0%	321	5.5	2,280	2025
$500k < $750k	229	0%	17%	$590,000	0%	$235.32	0%	329	5.4	2,557	2017
$750k < $1M	104	0%	8%	$850,000	0%	$267.71	0%	161	5.7	3,213	2016
$1M+	100	0%	7%	$1,275,000	0%	$347.07	0%	267	10.2	3,789	2017

*** Not displayed when fewer than five sales

TEXAS A&M UNIVERSITY
Texas Real Estate Research Center
www.recenter.tamu.edu

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	4	0%	0%	***	***	***	***	46	69.0	***	***
$70k < $100k	2	0%	0%	***	***	***	***	1	1.7	***	***
$100k < $150k	19	0%	0%	$130,000	0%	$168.83	0%	39	10.0	770	1983
$150k < $200k	71	0%	2%	$175,000	0%	$194.22	0%	149	7.2	898	1984
$200k < $250k	112	0%	3%	$229,000	0%	$182.75	0%	248	7.4	1,229	2001
$250k < $300k	250	0%	6%	$275,500	0%	$193.90	0%	482	6.7	1,400	2005
$300k < $400k	866	0%	20%	$350,000	0%	$206.13	0%	1,352	5.5	1,673	2011
$400k < $500k	645	0%	15%	$445,000	0%	$244.51	0%	1,060	5.8	1,810	2004
$500k < $750k	1,006	0%	24%	$608,500	0%	$294.00	0%	1,345	5.0	2,074	2001
$750k < $1M	504	0%	12%	$847,250	0%	$315.90	0%	761	5.6	2,670	2003
$1M+	790	0%	19%	$1,418,222	0%	$477.28	0%	1,293	6.8	3,414	2006

*** 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	0	0%	0%	-	-	-	-	22	88.0	-	-
$70k < $100k	0	0%	0%	-	-	-	-	0	0.0	-	-
$100k < $150k	5	0%	0%	$123,575	0%	$105.98	0%	10	4.8	1,148	1975
$150k < $200k	35	0%	1%	$187,500	0%	$142.95	0%	41	3.6	1,339	2017
$200k < $250k	125	0%	4%	$229,000	0%	$148.10	0%	140	4.4	1,483	2019
$250k < $300k	370	0%	11%	$280,000	0%	$181.59	0%	393	4.1	1,545	2014
$300k < $400k	988	0%	30%	$345,000	0%	$186.47	0%	1,256	4.5	1,868	2018
$400k < $500k	648	0%	20%	$440,000	0%	$192.80	0%	854	4.8	2,295	2018
$500k < $750k	752	0%	23%	$591,973	0%	$211.18	0%	1,045	5.1	2,822	2017
$750k < $1M	234	0%	7%	$834,256	0%	$242.68	0%	398	6.7	3,445	2016
$1M+	105	0%	3%	$1,200,000	0%	$304.04	0%	240	9.8	4,071	2018

*** Not displayed when fewer than five sales

QUALIFICATIONS OF THE APPRAISER

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, TX (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)
104) Seminar:	35th Annual Outlook for Texas Land Markets, by Texas A&M University, San Antonio, TX (April 9-10, 2026)
105) Course:	Valuation Bias and Fair Housing Laws and Regulations, by Champions School of Real Estate, Houston, TX (May 19, 2026)

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
Office:	(713) 464-7700
Mobile:	(713) 301-8500
Email:	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

(THIS PAGE IS INTENTIONALLY LEFT BLANK)

APPENDIX G

FORM OF FINANCING AGREEMENT

(THIS PAGE IS INTENTIONALLY LEFT BLANK)

APPENDIX H

DEVELOPMENT AGREEMENT

DEVELOPMENT AND CONSTRUCTION AGREEMENT (Heirloom)

This Development and Construction Agreement ("**Agreement**") is by and between the CITY OF GEORGETOWN, a Texas home rule municipality (the "**City**"), GEORGETOWN INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas ("**GISD**"), Heirloom East Tx, LLC, a Delaware limited liability company ("**Heirloom East**") and HEIRLOOMTX, LLC, a Delaware limited liability company ("**Heirloom Tx**"). Heirloom East and Heirloom Tx may be referred to collectively as "**Heirloom Owner**." GISD and Heirloom Owner may be referred to herein individually as an "**Owner**" or collectively as the "**Owners**"). The City, GISD and Heirloom Owner are sometimes referred to collectively herein as the "**Parties**."

RECITALS

WHEREAS, Heirloom Tx is the owner of approximately 361.94 acres of land situated in the extraterritorial jurisdiction of the City, in Williamson County, Texas, which is more particularly described by metes and bounds on ***Exhibit "A-1"*** attached and incorporated herein by reference ("**Heirloom Tx Property**").

WHEREAS, Heirloom East is the owner of approximately 112.04 acres of land situated in the extraterritorial jurisdiction of the City, in Williamson County, Texas, which is more particularly described by metes and bounds on ***Exhibit "A-2"*** attached and incorporated herein by reference ("**Heirloom East Property**").

WHEREAS, the Heirloom East Property and the Heirloom Tx Property are collectively referred to herein as the "**Heirloom Property**".

WHEREAS, GISD is the owner of approximately 145 acres of land situated in the extraterritorial jurisdiction of the City, in Williamson County, Texas, which is more particularly described by metes and bounds on ***Exhibit "A-3"*** attached hereto (the "**GISD Property**").

WHEREAS, the Heirloom Property and the GISD Property are collectively referred to herein as the "**Property**."

WHEREAS, prior to the Effective Date, Owners voluntarily requested annexation into the City limits and requested that the Property be zoned as a Planned Unit Development.

WHEREAS, prior to the Effective Date, pursuant to Chapter 372 of the Texas Local Government Code, Owners submitted a petition requesting the City to create a Public Improvement District (the "**PID**") on the Property.

WHEREAS, the purposes of this Agreement are, among other things, to set out the mutually agreeable terms and conditions relating to the annexation and orderly development of the Property, creation of the PID, the provision of water service, wastewater service, and fire protection service to customers on the Property, and the construction of the roadway network and related traffic and transportation improvements on and serving the Property.

WHEREAS, the City, after due and careful consideration, has concluded that the development of the Property, as provided for herein, will further the growth of the City, increase the assessed valuation of the Property, foster increased economic activity within the City, construct public infrastructure within the City, and otherwise be in the best interests of the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DISCLOSURES AND CONSIDERATION

1.01. **Acknowledgement of Receipt of Required Disclosures.** Owners each acknowledge that, prior to the Effective Date, they received from the City the written disclosures required by Section 212.172(b-1) of the Texas Local Government Code. To reiterate, the City states the following: The Owners are not required to enter into this Agreement; each Owner has requested the annexation and entered into a municipal service agreement with the City and the City is authorized to annex the Property pursuant to Section 43.0671 of the Texas Local Government Code; the annexation process requires public notice, public hearing, and two readings of the annexation ordinance; and the City does not waive or surrender any of its governmental powers or immunities in entering into this Agreement.

1.02. **Acknowledgement of Consideration.** The benefits to the Parties set forth above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the receipt and sufficiency of which is hereby acknowledged by the Parties.

ARTICLE 2. DEFINITIONS

2.01. In addition to the terms defined elsewhere in in this Agreement, the following words when capitalized shall have the meanings set forth in this Article.

2.01.01 *"Acquisition Documentation"* means written documentation of Heirloom Owner's efforts to acquire, via good faith negotiations, the off-Property easements needed for the Major Owner-Constructed Wastewater Facilities, and must include the following information: legal descriptions and surveys prepared by a licensed surveyor registered to perform land surveys in the State of Texas describing the easement areas that are to be acquired; a sworn statement by a duly authorized representative, that Heirloom Owner has made good faith efforts to secure the easement; copies of all information relating to acquisition of the easement, including but not limited to all appraisal reports (whether prepared by or for Developer or an affected landowner), all valuation determinations or estimates (whether prepared by or for Developer or an affected landowner), all communications between Developer and the affected landowner(s) regarding the easement acquisition, including but not limited to written offers, counteroffers, responses, and all other communications and information relevant to the positions of the above-described persons or entities.

2.01.02 *"Additional Land Development Standards"* means the standards attached to this Agreement as ***Exhibit "B-1."***

2.01.03 *"Additional Land Development Standards Checklists"* means the checklists attached as ***Exhibit "B-2".***

2.01.04 *"Annexation Ordinance"* means the ordinance to be adopted by the City Council of the City annexing the Property into the full purpose jurisdiction of the City.

2.01.05 *"Applicable Laws"* means this Agreement, the Additional Land Development Standards, the PUD Ordinance, the PID Documents, and all federal, state and local laws, ordinances, orders, specifications, standards, rules, and regulations pertaining and applicable to the activities and obligations described in this Agreement, including, without limitation, the Texas Local Government Code; the laws, rules and permits issued by the Texas Commission on Environmental Quality (*TCEQ*) to the City for construction and operation of the City's water and wastewater treatment plants and pertaining to its water and wastewater utility systems; the City's Code of Ordinances, Unified Development Code (defined herein), Construction Specifications and Standards Manual, Drainage Criteria Manual, City-approved drainage studies relating to the Property, Building Codes, Fire Codes, Inspection Guidelines, and Development Manual; the City-approved final plats for the Property (defined herein); the PUD Ordinance (defined herein); the Approved Plans (defined herein), and the Future Mobility Plan (defined herein), all applied as if the Property were located entirely within the corporate limits of the City as of the Effective Date (defined herein), as well as all applicable

statutes, orders, rules and regulations of the Texas Department of Transportation (TxDOT) and Williamson County pertaining to roadways and traffic signalization; all as may be amended, modified, reissued, or renewed in the future by the City in its sole discretion, except as vesting rights obtained pursuant to Chapter 245 of the Texas Local Government Code to the extent applicable to the Unified Development Code and City-approved final plats.

2.01.06 *"Approved Form"* means, as to the Heirloom Lift Station Site Deed, any license agreement granted to or by the City, and any easement in which a Public Improvement is placed, the documents in the form posted by the City on the City's website at https://georgetowntexas.gov/development_services/planning/real_estate/index.php (or its replacement webpage, as the City's website may be updated, redesigned, or revised from time to time in the City's sole discretion), which may be modified only with prior City Attorney approval, as indicated by the City Attorney's signature thereon, but not otherwise. As to a City Utility Easement, the Major Owner Constructed Water Facilities Easement, the Major Owner-Constructed Wastewater Facility Easement, and an Access Easement, all such easements must be exclusive to the City.

2.01.07 *"Approved Plans"* means, as to the Public Improvements, the design and construction plans and specifications prepared in compliance with the Applicable Laws by the Engineer and approved by the City in its regulatory capacity.

2.01.08 *"City Council"* means the city council of the City of Georgetown, Texas.

2.01.09 *"City Utility Easement"* means, collectively, the easements in favor of the City and in Approved Form in which the water or wastewater improvements needed for the City to provide such services to Lots on the Property are placed. The term does not include the Major Owner-Constructed Water Improvements Easement or the Major Owner-Constructed Wastewater Improvements Easement, which are separately defined.

2.01.10 *"Commercial Parcel"* means that certain 10-acre portion of the Property fronting the north side of Ronald Reagan Boulevard within the area described as "Special District" on the Conceptual Land Plan, the location of which is shown on Exhibit B attached to the Heirloom Development Plan.

2.01.11 *"Complete," "Completion,"* or *"Completed"* means or is deemed to have occurred on the date all of the following events have occurred:

- as to all engineered improvements, the Engineer responsible for preparing the Approved Plan has certified in writing to the City or HOA accepting same that the improvement is substantially complete such that, as applicable, all pipes, lines, appurtenances, facilities, structures, and equipment have been installed in accordance with the Applicable Laws and are capable of being fully operational following acceptance of the improvement for use by the City or HOA, whichever of them is accepting same; and

- all testing and inspections by the City or HOA accepting the applicable improvement have been successfully conducted, all final approvals required for use, operation and maintenance from the City or HOA have been obtained, and the City or HOA has accepted the improvement for use, operation and maintenance; and

- as to the Major Owner-Constructed Wastewater Facilities, the Wastewater Facilities, the Major Owner-Constructed Water Facilities, the Water Facilities, the Lift Stations, and the Transportation Improvements, the City has received and approved all Completion Documentation and Dedication Documentation associated with the improvement, and the City has, in writing, accepted the improvement for ownership, operation, and maintenance.

2.01.12 *"Completion Documentation"* means (a) the Maintenance Security for a Completed improvement; (b) a set of construction plans for a Completed improvement certified as "as-built" by the Engineer responsible for preparing the Approved Plans for same; (c) all final, recordable Easements in Approved Form (if said Easements were not delivered with the application for approval of the construction plans for the Completed improvement and approved by the City with the Approved Plans); and (d) all third party warranties and guarantees associated with the improvement.

2.01.13 *"Conceptual Parks and Open Space Plan"* means the "Parks Plan" attached to the Heirloom Development Plan. The Conceptual Parks and Open Space Plan is a color exhibit.

2.01.14 *"Conceptual Transportation Plan"* means the roadway plan attached as ***Exhibit "C"***; however, the Conceptual Transportation Plan is not based on field or title work and modifications to locations may be necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations. The Conceptual Transportation Plan is a color exhibit.

2.01.15 *"Conceptual Water and Wastewater Plan"* means the plan attached hereto as ***Exhibit "D"***; however, the Conceptual Water and Wastewater Plan is not based on field or title work and modifications to locations may be necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations. The Conceptual Water and Wastewater Plan is a color exhibit.

2.01.16 *"County"* means Williamson County, Texas.

2.01.17 *"CR 248"* means that portion of the roadway known, as of the Effective Date, as County Road 248 as said roadway borders and/or is within boundaries of the Property, the general location of which is shown on the Conceptual Transportation Plan.

2.01.18 *"Dedication Documentation"* means and includes all of the following, as applicable:

- As to a City Utility Easement for any Water Facilities or Wastewater Facilities that are not located, with the City's written pre-approval, within a ROW, and as to a permanent Access Easement, a draft easement instrument in the 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; drafts of all Access Easements (if applicable), a draft License to Encroach (if applicable); and a current title commitment showing the encumbrances of record affecting the proposed easement area.

- As to a temporary Access Easement, a draft easement instrument in the 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; an ownership and lien affidavit covering the proposed easement area, and a draft License to Encroach (if applicable).

- As to the City Utility Easements, draft easement instruments in the Approved Form; the legal descriptions (metes and bounds or platted lot) and map or sketch of the proposed easement areas prepared by a licensed surveyor registered to practice in the State of Texas; drafts of all Access Easements (if applicable), drafts of all Licenses to Encroach (if applicable); and a current title commitment showing the encumbrances of record affecting the proposed easement areas.

- As to the Major Owner-Constructed Water Facilities Easement(s) and the Major Owner-Constructed Wastewater Facilities Easement(s), draft easement instruments in the Approved Form; the legal descriptions (metes and bounds or platted lot) and map or sketch of the proposed easement areas prepared by a licensed surveyor registered to practice in the State of Texas; drafts of all Access Easements (if applicable), drafts of all Licenses to Encroach (if applicable); and a current title commitment showing the encumbrances of record affecting the proposed easement areas.

- As to the Heirloom Lift Station Site, the Parkland, and the Parkland Trails, a draft deed instrument in the Approved Form; the legal descriptions (metes and bounds or platted lot) and map or sketch of the proposed deeded area prepared by a licensed surveyor registered to practice in the State of Texas; drafts of all Access Easements (if applicable), drafts of all Licenses to Encroach (if applicable); and a current title commitment showing the encumbrances of record affecting the proposed deeded area.

2.01.19 *"Development" or "Develop"* means 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; mining or drilling operations; clearing or removal of natural vegetation and/or trees; installation of public infrastructure including utilities, roadways, and drainage facilities; and construction or enlargement of any building, structure, or impervious surface. Exclusions from this definition include maintenance of lawns, gardens, and trees; repairs to existing utilities; minimal clearing of vegetation for surveying and testing; and bona fide agricultural activities

2.01.20 *"Effective Date"* means the latest date accompanying the signature lines of the duly authorized representatives of each of the Parties (defined herein) to this Agreement.

2.01.21 *"End Buyer"* means an owner, tenant, or occupant of a Lot, regardless of the proposed use of such Lot.

2.01.22 *"Engineer"* means a registered professional engineer licensed to practice engineering in the State of Texas retained by Heirloom Owner.

2.01.23 *"ESD No. 7 Compensation"* means the amount of monetary compensation the City is required to pay to ESD No. 7 to remove the Property from the boundaries of ESD No. 7 as a result of annexation of the Property into the corporate limits of the City.

2.01.24 *"ESD No. 7"* means Williamson County Emergency Services District No. 7.

2.01.25 *"ETJ"* means the extraterritorial jurisdiction of the City as determined under Chapter 43 of the Texas Local Government Code, as amended.

2.01.26 *"Eminent Domain Fiscal Security"* means either (a) an irrevocable letter of credit to be provided by Heirloom Owner in favor of the City issued by a major U.S. bank meeting the City's minimum standards for credit ratings and being in form and substance acceptable to the City, and continuously remaining in place until drawn upon or released by the City under the terms and conditions of this Agreement; or (b) a cash deposit received by the City from Heirloom Owner, which shall be deposited by the City in an escrow account and remain in place until drawn upon or released by the City under the terms and conditions of this Agreement, in the amount of 125% of the City-approved Engineer's estimated costs for the City to acquire easements needed to Complete the off-Property portion of the Major-Owner Constructed Wastewater Facilities , plus 125% of the City-approved Engineer's estimated costs for the City to Complete the Major Owner-Constructed Wastewater Facilities.

2.01.27 *"Future Mobility Plan"* or *"FMP"* means the City's Future Mobility Plan adopted by the City Council as the City's Functional Transportation Plan on December 12, 2023, by Ordinance No. 2023-73, as amended on August 12, 2025, by Ordinance No. 2025-38.

2.01.28 *"GISD Property"* means that certain approximately 145 acres of land in Williamson County, Texas which is more particularly described by metes and bounds on ***Exhibit "A-3"*** attached hereto.

2.01.29 *"Heirloom Development Plan"* means the document attached as Exhibit A to the PUD Ordinance.

2.01.30 *"Heirloom Lift Station Site Deed"* means a deed in Approved Form conveying the Heirloom Lift Station Site to the City.

2.01.31 *"Heirloom Lift Station Site"* means a portion of the Property being at least one (1) acre in size and outside of the flood plain, generally located where shown on the Conceptual Water and Wastewater Plan.

2.01.32 *"Heirloom Lift Station"* means the lift station to be Completed by Heirloom Owner in accordance with Approved Plans and the Applicable Laws designed to serve the northeast portion of the Property, and which must not drain via gravity to the Nolina Lift Station.

2.01.33 *"Heirloom Property"* means, collectively, the Heirloom Tx Property and the Heirloom East Property, which collectively consist of that certain approximately 475 acres of land in Williamson County, Texas and which is more particularly described by metes and bounds on ***Exhibit "A-1"*** and ***Exhibit "A-2"*** attached hereto.

2.01.34 *"HOA Maintained Improvements/Areas"* means, collectively, the Private Drainage Facilities, the Parkland, the Parkland Improvements, and the Park Trails.

2.01.35 *"HOAs"* means, collectively, one or more homeowners' or property owners' associations formed by Heirloom Owner, or its authorized successor or assign, operating under the applicable laws of the State of Texas where membership is appurtenant to ownership of a Lot within the Heirloom Property. The term "HOA" means one (1) of them.

2.01.36 *"Impact Fees"* means, collectively, the amounts of the water and wastewater impact fees adopted from time to time by ordinance of the City Council of the City pursuant to Chapter 395, Texas Local Government Codes, as said fees may be revised from time to time by the City. The term does not include the City's transportation impact fees.

2.01.37 *"Intersection Improvements"* means, collectively those improvements required by the City, County, or TxDOT for the Intersections, which includes, without limitation, mast arms and traffic signals (including associated electrical and other equipment and appurtenances) or alternative (non-signalized) traffic control improvements if such are approved by the City, land for dedicated turn lanes, land for dedicated bike lanes, lane and crosswalk striping or marking, ADA-compliant sidewalk ramps and pedestrian crossing signals, , plus all other features, improvements, appurtenances, equipment, or facilities required by the Applicable Laws pertaining to traffic and pedestrian management and control at the Intersections.

2.01.38 *"Intersections"* means, collectively, the Primary Collector/Williams Drive Intersection, the Primary Collector/Ronald Reagan Boulevard Intersection, the Primary Collector/CR 248 Intersection, the Primary Arterial/CR 248 Intersection, and the Primary Arterial Intersection/Williams Drive Intersection, the general locations of which are shown on the Conceptual Transportation Plan. When singular, the term "Intersection" shall mean one of the intersections.

2.01.39 *"Land Plan"* means the Heirloom Development Plan attached as Exhibit A to the PUD Ordinance.

2.01.40 *"Lift Stations"* means, collectively, the Nolina Lift Station and the Heirloom Lift Station.

2.01.41 *"Lot"* means a legal lot on the Property that is included in a final (record) subdivision plat approved by the City.

2.01.42 *"LUE Limit"* means three thousand nine hundred seventy-five (3,975) LUEs.

2.01.43 *"LUE"* means a service unit equivalent calculated as set forth in Chapter 13.32 of the City Code of Ordinances.

2.01.44 *"Maintenance Agreement"* means one (1) or more agreements substantially in the form attached as ***Exhibit "E"*** and related to maintenance in perpetuity of the HOA Maintained Improvements/Areas to be entered into between the City, Heirloom Owner (as may be applicable or required), and an HOA. The Maintenance Agreement shall also grant a license to the Heirloom Owner and/or HOA, as applicable, to allow said party to enter onto City-owned areas (e.g. Parkland) to perform the maintenance obligations.

2.01.45 *"Maintenance Security"* means a written financial guarantee that all workmanship and materials shall be free of defects for a period of two (2) years from the date of acceptance of the Public Improvement (or each component of the Public Improvement as Completed) by the City in the amount of ten percent (10%) of the total construction cost of all workmanship and materials in a form approved by the City.

2.01.46 *"Major Owner-Constructed Wastewater Facilities"* means, collectively, the following improvements to be constructed by Heirloom Owner in accordance with the Applicable Laws at no cost to the City: (i) the Nolina Lift Station Expansion Improvements; (ii) the twelve inch (12") gravity wastewater line commencing at the Nolina Lift Station ending at the Heirloom Lift Station; (iii) the Heirloom Lift Station; (iv) the eight-inch (8") force main commencing at the Heirloom Lift Station and extending to a point of connection with the second twelve-inch (12") gravity wastewater line; and (v) a second twelve-inch (12") inch gravity wastewater line commencing at a point of connection with the eight-inch (8") gravity line and ending at a point of connection with the City's existing eighteen-inch (18") wastewater line on the south side of Ronald Reagan Blvd., as generally shown on the Conceptual Water and Wastewater Plan. These facilities must be constructed by or on behalf of the Owners in accordance with the Approved Plans and must be placed within a City Easement in Approved Form. Owners acknowledge that the Nolina Lift Station Improvements and other portions of the Major Owner-Constructed Wastewater Facilities are not located

within the boundaries of the Property and agree that Heirloom Owner is nonetheless responsible for acquisition of the required easements and Completion of all Major Owner-Constructed Wastewater Facilities.

2.01.47 *"Major Owner-Constructed Wastewater Facilities Easement"* means collectively one or more easements to be granted by the applicable Owner or acquired by Heirloom Owner, at no cost to the City, in Approved Form for the Major Owner-Constructed Wastewater Facilities to be located generally where shown on the Conceptual Water and Wastewater Plan, and specifically where required by the City in the Approved Plans for the Major Owner-Constructed Wastewater Facilities having 1.5 times the depth of the below ground Major Owner Constructed Wastewater Facilities based on the Approved Plans for same; and which easement must be outside of any ROW and any other easements. A portion of the Major Owner-Constructed Wastewater Facilities Easement is located outside the boundaries of the Property.

2.01.48 *"Major Owner-Constructed Water Facilities"* means, collectively, the following improvements to be constructed by Heirloom Owner at no cost to the City: (i) the twelve-inch (12") water line commencing at a point of connection near the southwestern boundary of the Property with the City's existing thirty-inch (30") water line on the south side of Ronald Reagan Blvd, continuing northward and looping across the floodway located within the Property, thence continuing eastward to a point of connection with the City's existing twelve-inch (12") water line in Ranch Road 2238; and (ii) the twelve-inch (12") water line commencing at a point of connection with the City's existing twelve-inch (12") water line in Ranch Road 2238 (north of the GISD Property) and ending at a point of connection with the City's existing twelve-inch (12") water line in CR 248, as generally shown on the Conceptual Water and Wastewater Plan. These facilities will be constructed by or on behalf of the Owners in accordance with the Approved Plans and must be placed within a City Utility Easement.

2.01.49 *"Major Owner-Constructed Water Facilities Easement"* means, collectively, one or more easements to be granted by the applicable Owner or acquired by Heirloom Owner, at no cost to the City, in Approved Form for the Major Owner-Constructed Water Facilities to be located generally where shown on the Conceptual Water and Wastewater Plan, and specifically where required by the City in the Approved Plans for the Major Owner-Constructed Water Facilities being a minimum of twenty-five feet (25') wide where not adjacent to a ROW, and a minimum of fifteen feet (15') wide where adjacent to a ROW; and which easement must be outside of any ROW and any other easements. *"Master Covenant"* means, collectively, those certain documents that are in all material

respects consistent with this Agreement and the Related Documents, establishing a uniform plan for the governance of the Heirloom Property by the establishing a declarant for each HOA. The Master Covenant must include the provisions set forth in **Section 4.08.**

2.01.50 *"Nolina Lift Station Expansion Project"* means Completion of the design, construction and installation of the pumps, motors, controls, electrical, and other improvements by Heirloom Owner at no cost to the City that are needed to expand the capacity of the Nolina Lift Station to have a total capacity of 3,500 gallons per minute.

2.01.51 *"Nolina Lift Station Notice"* has the meaning given in **Section 5.04.03**.

2.01.52 *"Nolina Lift Station"* means the City's "Ronald Reagan West Regional Lift Station" located within the Nolina Subdivision (outside the boundaries of the Property).

2.01.53 *"Parkland Improvements"* means, at a minimum, those items and improvements listed on the Conceptual Parks and Open Space Plan to be constructed and installed by Heirloom Owner within the Parkland at no cost to the City.

2.01.54 *"Parkland Trails"* means, collectively, the Regional Trail and the Concrete Loop Trail described more specifically in the Conceptual Parks and Open Space Plan and the Heirloom Development Plan, to be constructed by the Heirloom Owner at no cost to the City in the locations generally shown on the Parks and Open Space Plan.

2.01.55 *"Parkland"* means the forty-eight (48) acres of Parkland located where generally shown on the Conceptual Parks and Open Space Plan which will be dedicated to the City by the applicable Heirloom Owner and maintained in perpetuity by the HOA pursuant to a Maintenance Agreement.

2.01.56 *"PID Documents"* means, collectively, the PID Petition, the resolution to be passed and approved by the City approving PID creation; the resolution to be passed and approved by the City determining costs of the proposed public improvements, approving a proposed assessment roll, and calling a public hearing; the service and assessment plan, the assessment roll, the landowner agreements, the financing agreement between the Heirloom Owner and the City relating to construction of the required public improvements by the Heirloom Owner and the reimbursement to Heirloom Owner for same from assessments or, after bonds are issued, from PID bonds, and related agreements and documents needed to administer the PID.

2.01.57 *"PID Petition"* means the petition submitted to the City on July 30, 2025, executed by the Owners requesting creation of a PID on the Property.

2.01.58 *"PID"* means the public improvement district to be created on the Property on even date herewith pursuant to Chapter 372 of the Texas Local Government Code, which may also sometimes be referred to as the *"Heirloom PID"* and/or *"Heirloom Public Improvement District"*.

2.01.59 *"Primary Arterial /Williams Drive Intersection"* means the intersection of the Primary Arterial and CR 248 the general location of which is shown on the Conceptual Transportation Plan.

2.01.60 *"Primary Arterial/CR 248 Intersection"* means the intersection of the Primary Arterial and CR 248 the general location of which is shown on the Conceptual Transportation Plan.

2.01.61 *"Primary Arterial"* means the roadway to be Completed by Heirloom Owner at no cost to the City in accordance with the Applicable Laws that meets the general standards for a "Minor Arterial" street as summarized on Table 12.02.030 of the UDC, the general location of which is shown on the Conceptual Transportation Plan.

2.01.62 *"Primary Collector Segment 1"* means the portion of the Primary Collector beginning at its intersection with Ronald Reagan Blvd and extending for a distance of approximately two thousand (2,000) linear feet, the general location of which is shown in red on the Conceptual Transportation Plan.

2.01.63 *"Primary Collector Segment 2"* means the portion of the Primary Collector beginning at the terminus of Primary Collector Segment 1 and ending at its intersection with CR 248, the general location of which is shown in blue on the Conceptual Transportation Plan

2.01.64 *"Primary Collector Segment 3"* means the portion of the Primary Collector beginning at its intersection with CR 248 and ending at its intersection with Williams Drive, the general location of which is shown in yellow on the Conceptual Transportation Plan

2.01.65 *"Primary Collector/CR 248 Intersection"* means the intersection of the Primary Collector and CR 248 to be Completed or caused to be Completed by Heirloom Owner at no cost to the City in accordance with the Applicable Laws, the general location of which is shown on the Conceptual Transportation Plan.

2.01.66 *"Primary Collector/Ronald Reagan Boulevard Intersection"* means the intersection of the Primary Collector and Ronald Reagan Boulevard to be

Completed or caused to be Completed by Heirloom Owner at no cost to the City, the general location of which is shown on the Conceptual Transportation Plan.

2.01.67 *"Primary Collector/Williams Drive Intersection"* means the intersection of the Primary Collector and Williams Drive, a portion of which is to be Completed or caused to be Completed by Heirloom Owner at no cost to the City in accordance with the Applicable Laws, the general location of which is shown on the Conceptual Transportation Plan.

2.01.68 *"Primary Collector"* means the roadway to be Completed by Heirloom Owner at no cost to the City in accordance with the Applicable Laws that meets the general standards for a "Major Collector" street as summarized on Table 12.02.030 of the UDC, beginning at its intersection with Ronald Reagan Blvd., traversing through the Property to cross CR 248, and ending at its intersection with Williams Drive, the general location of which is shown on the Conceptual Transportation Plan.

2.01.69 *"Private Drainage Facilities"* means all drainage, water quality, stormwater management, detention, and/or retention facilities located on or otherwise serving the Property. The term does not include the Transportation-Related Drainage Facilities.

2.01.70 *"Property"* means, collectively the Heirloom Property and the GISD Property.

2.01.71 *"Public Improvements"* means, collectively, all water, wastewater, and transportation improvements to be Completed by Heirloom Owner in accordance with the Applicable Laws at no cost to the City and transferred to the City (or the County or TxDOT as to the Intersection Improvements) for ownership and maintenance. The term includes the Transportation Improvements (except those to be owned and maintained by the County or TxDOT), the Major Owner-Constructed Water Improvements, the Water Facilities, the Major Owner-Constructed Wastewater Improvements, the Wastewater Facilities, and the Transportation-Related Drainage Facilities. The term does not include the Private Drainage Facilities. When singular, the term refers to a Public Improvement.

2.01.72 *"PUD Ordinance"* means the ordinance to be adopted by the City Council of the City governing use and Development of the Property, as may be amended from time to time, and having as base zoning "General Commercial (C3)" (defined in the UDC) for the commercial areas of the Property shown on the Land Plan, and "Residential Single Family (RS)" (defined in the UDC) for the residential areas of the Property shown on the Land Plan (defined herein), and

including the "Heirloom Development Plan," attached to said ordinance as Exhibit A, and all exhibits and attachments to the "Heirloom Development Plan."

2.01.73 *"Related Documents"* means the PUD Ordinance and the PID Documents.

2.01.74 *"ROW"* means right-of-way.

2.01.75 *"Transportation Improvements"* means, collectively, CR 248, the Primary Collector, the Primary Arterial, the Intersections, and the Intersection Improvements, to be constructed by Heirloom Owner at no cost to the City as described in in **Article 6** of this Agreement.

2.01.76 *"Transportation-Related Drainage Facilities"* means drainage, water quality, stormwater management, detention, and/or retention facilities that are required by the Applicable Laws to be constructed for the Transportation Improvements that are to be conveyed to the City for ownership and maintenance. The term does not include the Private Drainage Facilities.

2.01.77 *"TxDOT"* means the Texas Department of Transportation.

2.01.78 *"UDC"* or *"Unified Development Code"* means the City's Unified Development Code in effect as of the Effective Date.

2.01.79 *"Vertical Development"* means the construction, installation or remodeling of structure(s) for which the City typically requires a building permit or certificate of occupancy.

2.01.80 *"Warrant Study"* means a study consistent with Williamson County's or TxDOT regulations (as applicable) to determine whether traffic conditions at a specified Intersection meet any federal, state or local minimum standards or "warrants" for placement of traffic signalization improvements.

2.01.81 *"Water Facilities"* means all pipelines, mains, pumps, valves, meters, and other appurtenances needed for the City to provide retail water service to connections on the Property, except those located on the retail customer's side of the water meter.

2.01.82 *"Wastewater Facilities"* means all pipelines, mains, pumps, valves, manholes, and other appurtenances needed for the City to provide retail wastewater service to connections on the Property, except those located on the retail customer's side of the water meter.

2.01.83 *"Williams Drive"* has the same meaning as Ranch Road (RR) 2238.

ARTICLE 3. REIMBURSEMENT OF CITY COSTS

3.01. **Reimbursement of City Costs and Expenses.** As additional consideration for this Agreement, Heirloom Owner shall pay to the City an amount equal to all applicable City application fees, plus the City's out-of-pocket costs, fees, and expenses (including but not limited to attorney's fees and other professional service fees), incurred by the City in connection with the City's consent to formation of the District, and negotiation and preparation of this Agreement and any Related Documents. All such costs, fees and expenses that were invoiced to Heirloom Owner prior to the date that this Agreement is scheduled to be considered by City Council shall be paid in full to the City before this Agreement is considered for approval by the City Council. All remaining or additional amounts must be received by the City on or before the Effective Date. In addition, during the term of this Agreement, Heirloom Owner shall remit to the City within thirty (30) days after receipt of request for same, payment for any additional fees, costs or expenses incurred by the City in the administration or amendment of this Agreement.

ARTICLE 4. DEVELOPMENT OF THE PROPERTY

4.01. **General.**

4.01.01 **Compliance with Applicable Laws Required.** After the effective dates of the Annexation Ordinance and the PUD Ordinance, the Property shall be developed consistently with the Applicable Laws. The Property will be developed in phases. Development before annexation of the Property into the City limits and the adoption of the PUD Ordinance is prohibited.

4.01.02 **GISD Property**. The City and GISD are parties to that certain "Interlocal Agreement Regarding the Development of Georgetown Independent School District School Sites," dated August 27, 2024 (the "**Interlocal Agreement**") which addresses Development of "District Development Projects" (as that term is defined in the Interlocal Agreement) and related matters, including but not limited to Impact Fees, traffic and transportation issues, right-of-way dedication, easement forms, tree preservation, temporary classroom buildings, and architectural standards. The terms and conditions of the Interlocal Agreement shall apply to Development of the GISD Property as a District Development Project. If the Interlocal Agreement is amended, the Interlocal Agreement as amended will apply to GISD and the GISD Property.

4.01.03 **Conflicts.** If there is an irreconcilable conflict between a provision of this Agreement and the UDC, this Agreement shall prevail. If there is any conflict between the UDC, this Agreement and the Interlocal Agreement, the Interlocal Agreement shall prevail.

4.02. **Additional Land Development Standards and Additional Land Development Standards Checklists**. Owner shall comply with, or cause compliance to occur with, the Additional Land Development Standards. Completed Additional Land Development Checklists in the form attached as ***Exhibit "B-2"*** must be included with each request for a building permit or application for certificate of occupancy (as applicable) attesting to compliance of the structure and/or Lot with the Additional Land Development Standards.

4.03. **Parkland, Parkland Improvements, and Park Trails.**

4.03.01 Heirloom Owner shall convey the Parkland to the City when required by the PUD Ordinance. Heirloom Owner shall Complete the Parkland Improvements and Park Trails within twelve (12) months after the date of the City's approval of any final plat containing the Parkland, or portion of the Parkland, and consistent with the Applicable Laws and plans and specifications for the Park Trails and Parkland Improvements approved by the City's Director of Parks and Recreation, but shall not be required to Complete them prior to the time that the portion of the Parkland in which the Parkland Improvements or Park Trails are located (or will be located) has been final platted. Conveyance requirements are set forth in **Article 7.** Maintenance of the Parkland, the Park Trails, and the Parkland Improvements will be the responsibility of the HOA as more particularly described below.

4.03.02 . The dedication of the Parkland and Open Space, and the Completion of the Parkland Improvements and the Park Trail shall satisfy all parkland dedication requirements and parkland improvement fees of the City and Heirloom Owner shall not be required to dedicate any additional parkland nor shall Heirloom Owner be required to pay any parkland improvements fee for the Project provided that such dedication and Completion obligations are met. Conveyance requirements are set forth in Article 7. Maintenance of the Parkland, the Park Trails, and Parkland Improvements will be the responsibility of the HOA as more particularly described below.

4.04. **HOA Required.** Prior to the first closing of a sale of a Lot on the Heirloom Property, but in no event later than the date that the City receives the first application for a building permit for Vertical Development on the Heirloom Property, Heirloom Owner will record or cause to be recorded in the Official Public Records of the County, a Master Covenant covering the Heirloom Property that establishes the obligation of the HOA to implement and enforce the Master Covenant, and to maintain a legal right to access or own (as applicable) and maintain in perpetuity, the HOA Maintained Areas/Improvements located or to be located on the Property. Heirloom Owner shall provide a copy of the recorded Master Covenant to the City. The Master Covenant shall

provide that the provisions in the Master Covenant obligating the HOA to enforce the Master Covenant and maintain the HOA Maintained Improvements/Areas in perpetuity, cannot be removed from the Master Covenant or materially amended to allow for a reduction or termination of the maintenance responsibilities of the HOA Maintained Improvements/Areas without the prior written approval of the City Council.

4.05. **Maintenance Agreements Required.** As to Maintenance Agreements with an HOA, unless an earlier time is specified in this Agreement, before Heirloom Owner transfers control of the board of the HOA to the End Buyers within the Heirloom Property or transfers ownership (as applicable) and/or maintenance obligations of the HOA Maintained Improvements/Areas to an HOA, Heirloom Owner will cause the HOA to enter into a Maintenance Agreement for the HOA Maintained Improvements/Areas for the ownership (where applicable), operation, and maintenance of same, in substantially the form attached hereto as ***Exhibit "E".*** Heirloom Owner must provide copies of the fully executed Maintenance Agreements to the City.

4.06. **Required Conveyances to an HOA**. Upon Completion of each HOA Maintained Improvements/Areas, Heirloom Owner shall transfer or convey ownership of same to the HOA for perpetual ownership, operation, and maintenance. The City shall have no responsibility for the ownership or maintenance of any HOA Maintained Improvements/Areas, it being the intent of this Agreement that the HOA Maintained Improvements/Areas be owned and maintained in perpetuity by an HOA.

4.07. **Heirloom Responsibilities to HOA**. Until the later of (i) the date on which the assessments to be collected from End Buyers produce sufficient funds to perform the obligations of the HOA under a Maintenance Agreement, and (ii) the date on which Heirloom Owner Completes or causes Completion of construction of the HOA Maintained Areas/Improvements serving or located within the Property, Heirloom Owner will be jointly and severally responsible for performing the HOA's obligation under such Maintenance Agreement. For purposes hereof, the HOA will be deemed to have sufficient funds to perform its obligations if the HOA has operated for two (2) consecutive years after Completion of all HOA Maintained Areas/Improvements without requiring any subsidies from Heirloom Owner.

4.08. **Master Covenant.**

4.08.01 Heirloom Owner agrees to record, or cause to be recorded, in the Official Public Records of the County, Texas, a Master Covenant prior to the first sale of a Lot on the Heirloom Property, and the Master Covenant must include, at a minimum, the provisions set forth below:

4.08.01.01 a requirement for the creation and perpetual existence of the HOA(s);

4.08.01.02 a requirement that the HOA own (where applicable) or have the perpetual legal right to access the HOA Maintained Improvements/Areas; and

4.08.01.03 a requirement that the HOA maintain, in perpetuity, the HOA Maintained Improvements/Areas in good working order and repair; and

4.08.01.04 a requirement prohibiting installation and use of Water Softeners by Heirloom Owner , any End User, or any other person or entity; and

4.08.01.05 a commitment by the HOA to assess and collect such dues, fees, and funds needed to perform the obligations of the HOA under this Agreement, the PUD Ordinance, and the PID Documents; and

4.08.01.06 the funding obligations, if any, of the Developer with regard to maintenance of the HOA Maintained Improvements/Areas and enforcement of the Master Covenant; and

4.08.01.07 a provision stating that, as to any privately-owned fire hydrants located inside a utility easement dedicated to the City within a non-residential area, must be owned, operated, and maintained by the owner of the Lot on which the hydrants are located, in accordance with the most recent national or international Fire Code adopted by the City, including local amendments to such code; and

4.08.01.08 a provision that the foregoing required provisions of the Master Covenant cannot be materially amended, revised, removed or otherwise altered or made inapplicable to the Lots on the Property without the prior written consent of the City Council.

4.08.02 The term "Master Covenant" will be deemed to also include ancillary recorded documents such as Notices of Applicability, Development Area Declarations, Design Guidelines, and similar documents.

4.09. **Commercial Parcel**. Heirloom Owner agrees that it will include the Commercial Parcel in the first plat application submitted to the City and shall (i) cause utilities to be extended to the Commercial Parcel, and (ii) only allow commercial and/or vertical mixed-use projects on the Commercial Parcel.

ARTICLE 5. UTILITY REQUIREMENTS

5.01. **City as Exclusive Water and Wastewater Provider**. The Parties agree that, on the terms and conditions set forth in this Agreement, the City shall be the exclusive provider of retail water and wastewater service to the Property up to the LUE Limit (3,975 LUEs).

5.02. **General Conditions of Water and Wastewater Service Up to the LUE Limit**. The City's agreement to provide retail water and wastewater service to the Property up to the

LUE Limit, is expressly contingent on the conditions precedents set forth below and on the LUE Limit stated in **Section 5.01** of this Agreement.

5.02.01 Owner has complied with their obligations under this Agreement and with Applicable Laws.

5.02.02 A duly authorized representative of the City has approved and signed final (record) plats for the portion of the Property to be furnished with water and wastewater service.

5.02.03 Owner has Completed the Major Owner-Constructed Wastewater Facilities, the Wastewater Facilities, the Major Owner-Constructed Water Facilities, and the Water Facilities, or the portions thereof required to provide water and wastewater service for the portions of the Property for which applications for final (record) plats have been submitted to the City, and such improvements have been accepted by the City for ownership, operation, and maintenance.

5.02.04 Heirloom Owner has paid to the City all required fees and charges related to the Property (including but not limited to Impact Fees) or said fees have been paid on behalf of Heirloom Owner by customers within the portion of the Property to be served. The Parties agree that Impact Fees will be assessed at the time of final plat approval by the City, and will be collected at the time of building permit issuance, or at the time of connection to the City's water and wastewater system, if no building permit is required.

5.03. **Water Services.**

5.03.01 **Allocation.** 3,600 water LUEs are hereby allocated to the Heirloom Property and 375 water LUEs are hereby allocated to the GISD Property.

5.03.02 **General.** Subject to the terms and conditions in this Section and elsewhere in this Agreement, retail water service to the Property shall be provided by the City on the same terms and rates as the City's other retail water customers located in the City limits. The Major Owner-Constructed Water Facilities and the Water Facilities shall be designed and constructed in accordance with the Applicable Laws. Water Facilities that are six inches (6") or larger in diameter may not be placed in a ROW but must be placed in a City Utility Easement in Approved Form.

5.04. **Wastewater Services.**

5.04.01 **Connections Before September 30, 2028.** The maximum number of retail wastewater Connections for multifamily units that may be made on the

Property prior to September 30, 2028, shall not exceed 350. The City will not accept building permit applications for more than 350 multifamily units until after September 30, 2028. For clarity, there are no connection restrictions on any other land uses other than multifamily.

5.04.02 **Allocation**. 3,600 wastewater LUEs are hereby allocated to the Heirloom Property and 375 wastewater LUEs are hereby allocated to the GISD Property.

5.04.03 **Nolina Lift Station Expansion Project.** The Parties agree that the Nolina Lift Station will need to be expanded to manage wastewater from the Property, but that as of the Effective Date, it is not practicable to state with accuracy when that expansion must be Complete. Therefore, the Parties agree that the City will provide written notice of the need for the Nolina Lift Station Expansion Project to Heirloom Owners when the City determines, in its sole discretion, that the Nolina Lift Station Expansion Project must be Completed (the "**Nolina Lift Station Notice**"). The Nolina Lift Station Notice will contain the technical specifications needed for Engineer to prepare the design for the Nolina Lift Station Expansion Project so that it will have a total capacity of 3,500 gallons per minute. Within sixty (60) days after the date of the Nolina Lift Station Notice, Heirloom owner must submit the Engineer's design and cost estimate for the Nolina Lift Station Expansion Project improvements , together with fiscal security in the amount of 125% of the cost estimate issued by an issuer with at least the City's minimum acceptable rating established under the City's financial institution rating system in effect and otherwise reasonably acceptable to the City. Heirloom Owner must Complete, or cause Completion to occur, of the Nolina Lift Station Expansion Project within eighteen (18) months after the date of the Nolina Lift Station Expansion Notice, subject to force majeure.

5.04.04 **General**. Except as otherwise provided in this Section, and subject to terms and conditions in this Section and elsewhere in this Agreement, retail wastewater service to the Property shall be provided by the City on the same terms and rates as the City's other retail wastewater customers located in the City. The Major Owner Constructed Wastewater Facilities and the Wastewater Facilities must be designed and Completed by or on behalf of the Owners in accordance with the Approved Plans. Wastewater Facilities that are six inches (6") or larger in diameter may not be placed in a ROW but must be placed in a City Utility Easement in Approved Form.

5.04.05 **Possible City Assistance with Acquisition of the Off-Property Portion of the Major Owner-Constructed Wastewater Facilities.**

5.04.05.01 Owners acknowledge that the Nolina Lift Station Improvements and other portions of the Major Owner-Constructed Wastewater Facilities are not located within the boundaries of the Property, and agree that Heirloom Owner is nonetheless responsible for acquisition of the required easements and Completion of all Major Owner-Constructed Wastewater Facilities. Heirloom Owner shall use all commercially reasonable efforts to obtain the off-Property easements in Approved Form needed for the Major Owner-Constructed Wastewater Facilities. If Heirloom Owner is not able to obtain off-Property easements after documented good faith efforts to do so, Heirloom Owner may request the City to exercise its power of eminent domain to acquire any offsite easements necessary for construction of the Major Owner-Constructed Wastewater Facilities. The request must include the Acquisition Documentation.

5.04.05.02 If the City, in its sole discretion, chooses to exercise its powers of eminent domain for the purpose described in **Section 5.04.05**, it shall be at no cost to the City and the Heirloom Owner shall be responsible for all costs and expenses incurred by the City in connection with acquiring offsite easements through eminent domain as further described herein. On receipt of a valid request for the City's acquisition assistance containing the Acquisition Documentation, the City shall provide a preliminary written estimate to Heirloom Owner of projected costs and expenses related to acquisition of the easement(s) by eminent domain, including the cost of preparing instruments and surveys, payment for the purchase of the easement(s), and condemnation costs incurred by the City, including any litigation related thereto (including all actual legal fees, witness costs, and court costs), and the costs of completing the Major Owner-Constructed Wastewater Facilities, which cost estimate shall form the basis for determining the amount of the Eminent Domain Fiscal Security. Heirloom Owner shall provide the Eminent Domain Fiscal Security within thirty (30) days after receipt of the written cost estimate. Regardless of the initial amount of the Eminent Domain Fiscal Security, Heirloom Owner must pay all costs and expenses incurred by the City relating to the acquisition of the easements and constructing the Major Owner-Constructed Wastewater Facilities, including, without limitation, costs of negotiating easements with landowners, preparation of instruments and surveys, payment of a negotiated sum for purchase of the easement(s), and purchase or condemnation costs incurred by the City, including any litigation related thereto (including all actual legal fees, witness costs, and court costs). If the actual costs exceed the original cost estimate, Heirloom Owner shall provide payment of the additional amount within thirty (30) days of receipt of a written request for

payment from the City. If the actual costs are less than this sum, the City shall promptly refund the excess amount to Heirloom Owner.

5.04.05.03 Heirloom Owner acknowledges and agrees that the City will not authorize its employees, representatives, agents or consultants to commence any efforts to acquire the Off-Property easements needed for the Major Owner-Constructed Wastewater Facilities until the conditions in **Sections 5.04.05.01 and 5.04.05.02** are met and the City has received the Eminent Domain Fiscal Security. Failure by Heirloom Owner to satisfy the conditions set forth in **Sections 5.04.05.01 and 5.04.05.02**) or to timely pay any written estimate or any invoice in full related to the costs of acquiring the easements or Completing the Major Owner-Constructed Wastewater Facilities shall constitute a material breach of this Agreement.

5.04.05.04 The Eminent Domain Fiscal Security must be maintained in full force and effect by Heirloom Owner, at no cost to the City, until the off-Property easements for the Major Owner-Constructed Wastewater Facilities have been acquired and the Major Owner-Constructed Wastewater Facilities have been Completed. If any time before Completion of same the City determines that the estimated costs to acquire the easements and/or to Complete the Major Owner-Constructed Wastewater Facilities exceeds the amount of the Eminent Domain Fiscal Security then in effect, the City shall notify Heirloom Owner of the cost increase and the new required amount and Heirloom Owner shall, within thirty (30) days after receipt of the notice, provide an amended or substituted Eminent Domain Fiscal Security with a payment amount equal to the new increased required amount stated in the notice.

5.04.05.05 Heirloom Owner shall have no right to use and/or draw on the Eminent Domain Fiscal Security. The City shall have the right but not the obligation, to use and/or draw on the Eminent Domain Fiscal Security to acquire, or cause the acquisition of, the off-Property easements for the Major Owner-Constructed Wastewater Facilities and/or to Complete, or cause Completion of, the Major Owner-Constructed Wastewater Facilities, in its sole discretion. If the City acquires the easements, the amount of the Eminent Domain Fiscal Security may be reduced to the amount that is 125% of the City-approved then-current Engineer's estimated cost to Complete the Major Owner-Constructed Wastewater Facilities If the City acquires the Easement, after such acquisition, Heirloom Owner may send a written notice to the City stating that it will construct the Major Owner-Constructed Wastewater Facilities, and after Developer Completes, or causes Completion of same, the

City will release any unused portions of the Eminent Domain Fiscal Security to Heirloom Owner.

5.05. **ESD No. 7 Compensation.** Upon annexation of the Property, the City is required to pay ESD No. 7 an amount equal to the annexed territory's pro-rata share of the ESD's bonded indebtedness (the "**ESD Compensation**"), which is currently estimated to be **$58,773.99** (as of the Effective Date). Heirloom Owner hereby agrees to reimburse the City for the full and final amount of the ESD No. 7 Compensation within thirty (30) days of the City's written request, which Heirloom Owner acknowledges may be more or less than the estimated amount stated in this Section.

5.06. **Fire Service.**

5.06.01 **General.** Provided that Heirloom Owner Completes the Transportation Improvements, or portions thereof, or Completes construction of other roadways on the Property such that, at all times, the City has access to the final platted portions of the Property from two (2) points of entry via Completed public roadways, the City will provide fire service to the Property after the removal of the Property from the boundaries of ESD No. 7 is final and unappealable. Unless there is a City- approved exception granted under Chapter 8.04 of the City Code of Ordinances, the City will not accept final plat applications for the Property or any portion of the Property for which there are not two (2) points of entry via Completed public roadways.

5.06.02 **Fire Station.** Prior to and as a condition of the City's approval of the construction plans for Primary Collector Segment 3, Heirloom Owner shall identify, in collaboration with the City's Fire Chief, land within the Property that is adjacent to Primary Collector Segment 3 and no smaller than three (3) acres for the potential location of a future Georgetown Fire Station. The City will have the option to purchase such fire station site at any time within one (1) year after approval of said construction plans for a total purchase price not to exceed the fair market value of the 3-acre site. Fair market value shall be determined by an appraisal performed by an independent, mutually acceptable, third-party certified professional appraiser, and the cost of the appraisal shall be shared equally by the Parties. If the City does not purchase the site within the required timeframe, the Heirloom Owner shall have no further obligation to sell the fire station site to the City and may develop the fire station site in accordance with the PUD Ordinance and the other Applicable Laws.

5.06.02 **Hydrants.** After removal of the Property from the boundaries of ESD No. 7, the City will maintain any fire hydrants that are a part of the public water system serving the Property and are conveyed to the City. Owner must include a note on construction plans within the commercial development areas

and non-single family residential areas specifying that any fire hydrants on Lots within such areas are privately owned and must be owned and maintained by the Lot owner in accordance with the City's maintenance recommendations. In addition, the Master Covenant for the Property must require that any privately-owned fire hydrants that are located outside of an easement conveyed to the City shall be owned, operated, and maintained by the owner of the property on which the hydrants are located. The City will have no responsibility for maintenance of privately-owned hydrants but may require the reservation of appropriate easements on all Lots on which privately-owned fire hydrants will be located in order to assure access to the fire hydrants for fire-fighting purposes.

5.07. **Private Drainage Facilities.** Owner shall not dedicate to the City, nor will the City accept ownership of or responsibility for the Private Drainage Facilities, or any other drainage, water quality, or stormwater management pond or other structure located within the Property or elsewhere, other than the Transportation-Related Drainage Improvements that are directly associated with the Transportation Improvements.

ARTICLE 6. TRANSPORTATION REQUIREMENTS

6.01. **Transportation Impact Fees.** Provided that Heirloom Owner Completes, or cause Completion of, the Transportation Improvements in compliance with Applicable Laws, the City agrees that no transportation impact fees will be assessed or collected for the Property.

6.02. **Requirement to Complete Transportation Improvements.** Developer shall design and Complete, or cause to be designed and Completed, the Transportation Improvements in compliance with the Applicable Laws.

6.03. **Traffic Impact Analysis**. In consideration of Heirloom Owner 's construction of the Transportation Improvements as and when required by this Agreement, the City agreed that Owner is not required to submit a Traffic Impact Analysis to the City, *provided however*, that any deviations from the Heirloom Development Plan that the City determines may materially and adversely affect traffic conditions or increase density by 1,000 or more trips per day, at the City's request, Heirloom Owner will prepare and submit to the City a traffic impact analysis that complies with the UDC.

6.04. **Fire Service Requirements**. Notwithstanding anything to the contrary in this Article, compliance with **Section 5.06.01** is required. The requirement to have, at all times, two ways in and two ways out of all final platted portions of the Property may alter the timing of Completion of the Transportation Improvements, unless an exception is granted by the City pursuant to Chapter 8.04 of the City Code of Ordinances is approved.

6.05. **Primary Collector**. Heirloom Owner shall design and Complete, or cause to be designed and Completed, in accordance with the Applicable Laws and at no cost to the City, the Primary Collector as a roadway meeting the City's standards for a "major collector" roadway, as the term "major collector" is defined and described in the UDC. Heirloom Owner may Complete the Primary Collector in segments or phases subject to the following conditions and limitations:

6.05.01 Final plat applications containing Lots adjacent to the Primary Collector must include dedication to the City by the applicable Owner of the full right-of-way width (94 feet wide). Final plat applications containing Lots adjacent to the Primary Collector/Ronald Reagan Blvd. Intersection and the Primary Collector/Williams Drive Intersection must include dedication of all land needed for those Intersection Improvements.

6.05.02 Construction plans for the Primary Collector must reflect the Completion of the full cross section for a "major collector" roadway for the portion of the Primary Collector shown on an application for final plat approval.

6.05.03 Primary Collector Segment 1 shall be Completed by Heirloom Owner prior to and as condition of the City's approval of the first final (record) plat for any portion of the Property.

6.05.04 Primary Collector Segment 2 shall be Completed by Heirloom Owner not later than the first to occur of the following two events: (a) before and as a condition of the City's approval of a final plat for any portion of the Property adjacent to Primary Collector Segment 2; or (b) at the time of Completion of, and as a condition of the City's acceptance of, Primary Collector Segment 3.

6.05.05 Primary Collector Segment 3 shall be Completed by Heirloom Owner prior to and as a condition of the City's approval of the first final plat for any portion of the Property located east of CR 248.

6.06. **Primary Arterial.**

6.06.01 Heirloom Owner shall design and complete, or cause to be designed and Completed, in accordance with Applicable Laws and at no cost to the City, the Primary Arterial meeting the City's standards for a "minor arterial" road, as the term "minor arterial" is described and defined in the UDC. Heirloom Owner may Complete the Primary Arterial in segments or phases subject to the following conditions and limitations:

6.06.01.01 Final plat applications containing Lots adjacent to the Primary Arterial must include dedication to the City by the applicable Owner of the full right-of-way width (110 feet wide). Final plat applications containing Lots adjacent to the Primary Arterial/Williams Drive Intersection and the Primary

Arterial/CR 248 Intersection must include dedication of all land needed for those Intersection Improvements.

6.06.01.02 Construction plans for the Primary Arterial must reflect the Completion of the full cross section for a "minor arterial" roadway for the portion of the Primary Arterial shown on an application for final plat approval.

6.06.01.03 If the first final plat application containing a Lot located east of CR 248 is also adjacent to and/or has public roadway access to Williams Drive, then Heirloom Owner may Complete the Primary Arterial in phases (beginning at the Primary Arterial/Williams Drive Intersection and continuing westward towards the Primary Arterial/CR 248 Intersection) culminating in Completion of the Primary Arterial in a continuous, sequential fashion as the portions of the Property adjacent to the Primary Arterial are final platted.

6.06.01.04 If the first final plat application for the portion of the Property located east of CR 248 is not adjacent to and/or does not have public roadway access to Williams Drive, then Heirloom Owner must Complete, or cause Completion to occur, of the Primary Arterial, the Primary Arterial/CR 248 Intersection and the Primary Arterial/ Williams Drive Intersection in their entirety before and as a condition of City approval of a final plat located east of CR 248. Notwithstanding the foregoing sentence, if (a) the Primary Collector is Complete and has been accepted by the City; and (b) the portion of CR 248 between the Primary Collector and Primary Arterial is Complete and has been accepted by the City, then Heirloom Owner may Complete the Primary Arterial in phases beginning at the Primary Arterial/CR 248 Intersection and continuing eastward toward the Primary Arterial/CR 248 Intersection) culminating in Completion of the Primary Arterial in a continuous, sequential fashion as the portions of the Property adjacent to the Primary Arterial are final platted.

6.07. **CR-248.**

6.07.01 The Parties acknowledge that CR 248 is an existing County roadway bisecting Property running from north to south, and that its right-of-way width varies. In order to make CR 248 meet the City's standards for a "minor arterial," Owner shall dedicate such additional right-of-way out of the Property as is needed to make the width of CR 248 be 110 feet (110'), and thus comply with the City's minimum width requirements for a "minor arterial."

6.07.02 The Parties agree that Heirloom Owner must Complete CR 248 so that it has a two (2) twelve-foot (12') wide (2) travel lanes (one (1) in each direction), and a sixteen foot (16') wide center turn lane. Heirloom Owner must also

simultaneously Complete two (2) ten-foot (10′) sidewalks (one on each side of CR 248) situated within the right-of-way.

6.07.03 Heirloom Owner may Complete the improvements to CR 248 described in **Section 6.07.02** in segments or phases subject to the following conditions and limitations:

6.07.03.01 Final plat applications containing Lots adjacent to the CR 248 must include dedication to the City by the applicable Owner of the full right-of-way width (110 feet wide). Final plat applications containing Lots adjacent to the Primary Collector/CR 248 Intersection and the Primary Arterial/CR 248 Intersection must include dedication of all land needed for those Intersection Improvements.

6.07.03.02 Construction plans for the CR 248 improvements described in **Section 6.07.02** must reflect the Completion of the elements listed in **Section 6.07.02,** and the full ROW for a "minor arterial" roadway for the portion of CR 248 shown on an application for final plat approval.

6.08. **Williams Drive.** Heirloom East shall dedicate thirty-five feet (35) of ROW out of the Heirloom East Property either when the first portion of the Heirloom East Property adjacent to Williams Drive is included in an application for final plat, or when requested to do so by the County, the City, or TxDOT, whichever shall first occur. The City shall purchase the Heirloom East ROW for an amount not to exceed the fair market value. Fair market value shall be determined by an appraisal performed by an independent, mutually acceptable, third-party certified professional appraiser, and the cost of the appraisal shall be shared equally by the City and Heirloom East. GISD shall dedicate or convey thirty-five feet (35) of ROW out of the GISD Property to the City when the GISD Property is included in an application for final plat, or when requested to do so by the County, the City, or TxDOT, whichever shall first occur, in accordance with the terms and conditions of the Interlocal Agreement (defined in Section 4.01.02).

6.09. **Intersection Improvements – General.** Heirloom Owner shall design and Complete, or cause to be designed and Completed, at no cost to the City, the Intersection Improvements when required by **Section 6.10** *unless* earlier required by the County or TxDOT (as applicable), and shall deliver to the County, the City, or TxDOT (as applicable) any security (bond or advance funding agreement) required by the County, the City, or TxDOT (as applicable), and shall dedicate to the County, the City, or TxDOT (as applicable) any land or right-of-way required by the County, the City or TxDOT (as applicable) at no cost to the County, City, or TxDOT.

6.10. **Intersection Improvements – Completion Deadlines.** Unless earlier Completion is required by the County or TxDOT (as applicable), Heirloom Owner shall Complete, or

cause Completion to occur, of the Intersection Improvements in compliance with the Applicable Laws when required by the following subsections:

6.10.01 Primary Collector/Ronald Reagan Boulevard Intersection: Except as otherwise provided in this Section, Heirloom Owner shall Complete those Intersection Improvements related to the Primary Collector/Ronald Reagan Boulevard Intersection that are specified and required by the County in connection with and in coordination with County's timing and efforts to expand Ronald Reagan Boulevard. Heirloom Owner shall provide the City with written documentation describing the County's requirements for the Intersection Improvements prepared and signed by a duly authorized representative of the County, together with documentation from the County describing its schedule for work on the portion of Ronald Reagan Blvd. adjacent to the Property with the construction plans submitted to the City for Primary Collector Segment 1.

6.10.02 Primary Collector/CR 248 Intersection: Heirloom Owner shall Complete all Intersection Improvements related to the Primary Collector/CR 248 Intersection as specified and required by the City not later than the date of Completion of Primary Collector Segment 2 (or Primary Collector Segment 3, if that segment is Completed before Primary Collector Segment 2) and as a condition of the City's acceptance of Primary Collector Segment 2 and/or Primary Collector Segment 3 (as applicable) or ownership and maintenance. The City shall provide Heirloom Owner with the specifications and requirements for Intersection Improvements during construction plan review for Primary Collector Segment 2 (or Primary Collector Segment 3, if that segment is to be Completed before Primary Collector Segment 2), or for CR 248. If Heirloom Owner and a duly authorized representative of the City agree in writing that non-signalized traffic control measures are sufficient for the Primary Collector/CR 248 Intersection, the Warrant Study and Traffic Signalization requirements in **Section 6.11** will not apply.

6.10.03 Primary Collector/Williams Drive Intersection: Heirloom Owner shall Complete all Intersection Improvements specified and required by the City, the County, or TxDOT to control traffic traveling to or from the Primary Collector via Williams Drive not later than the date of Completion of Primary Collector Segment 3 and as a condition of the City's acceptance of Primary Collector Segment 3 for ownership and maintenance. If the intersection is to be owned and controlled by the City, the City shall provide Heirloom Owner with the specifications and requirements for Intersection Improvements during construction plan review for Primary Collector Segment 3. If the intersection is to be owned and controlled by the County or TxDOT, Heirloom Owner shall provide the City with written documentation describing the Intersection Improvements

prepared and signed by a duly authorized representative of the County or TxDOT, as applicable, with the construction plans for Primary Collector Segment 3.

6.10.04 Primary Arterial/Williams Drive Intersection: Heirloom Owner shall Complete all Intersection Improvements specified and required by the City, the County, or TxDOT not later than the Completion of the portion of the Primary Arterial that connects to Williams Drive and as a condition of the City's acceptance of the Primary Arterial for ownership and maintenance (or that portion of the Primary Arterial that connects to Williams Drive if the Primary Arterial is Completed in phases). If the intersection is to be owned and controlled by the City, the City shall provide Heirloom Owner with the specifications and requirements for Intersection Improvements during construction plan review for the Primary Arterial. If the intersection is to be owned and controlled by the County or TxDOT, Heirloom Owner shall provide the City with written documentation describing the Intersection Improvements prepared and signed by a duly authorized representative of the County or TxDOT, as applicable, with the construction plans for the Primary Arterial. The Parties agree that the Heirloom Owner shall not be required to install or Complete Traffic Signalization Improvements at the Primary Arterial/Williams Drive Intersection, but must instead pay one hundred percent (100%) of the actual costs incurred by the City for design and construction of said Traffic Signalization Improvements. Payment from Heirloom Owner must be received by the City not later than thirty (30) days after the City provides Heirloom Owner with a written invoice for same. Failure to pay the amount when due shall be a material default of this Agreement.

6.10.05 Primary Arterial/CR 248 Intersection: Heirloom Owner shall design and Complete the Primary Arterial/CR 248 Intersection such that the Primary Arterial and Wild Nolina Way form a straight line and are directly across from one another (notwithstanding a non-aligning depiction on the Conceptual Transportation Plan), and Complete all Intersection Improvements required by the City before and as a condition of the City's approval of a final plat that contains Lots adjacent to the Primary Arterial/CR 248 Intersection, unless earlier required by **Section 6.05.01**. If Heirloom Owner and a duly authorized representative of the City agree in writing that non-signalized traffic control measures are sufficient for the Primary Arterial/CR 248 Intersection, the Warrant Study and Traffic Signalization Improvements provisions in **Section 6.11** will not apply.

6.11. **Warrant Studies and Traffic Signalization**.

6.11.01 Except as may be allowed by the City for Primary Collector/CR 248 Intersection and the Primary Arterial/CR 248 Intersection, Heirloom Owner shall

submit a Warrant Study simultaneously with submittal of construction plans for each Transportation Improvement or phase or segment thereof.

6.11.02 If a Warrant Study required under **Section 6.11.01** of this Agreement indicates traffic signal improvements are not then required at an Intersection, Heirloom Owner shall update the Warrant Study for such Intersection, and provide a copy of same to the City once every 365 days, until such time, if any, as a Warrant Study indicates traffic signal improvements at such Intersection are "warranted" (i.e., traffic signalization has been determined to be necessary and required by applying TxDOT regulations for determination of when signalization is required).

6.11.03 If a Warrant Study required under **Section 6.10.01** of this Agreement indicates that traffic signal improvements are required at the Intersection, then within sixty (60) days after the date of the applicable Warrant Study, Heirloom Owner shall provide to the City (i) a description of any land owned by a person or entity that is not a Party to this Agreement that is needed in order to install the Intersection Improvements at the Intersection, (ii) an appraiser's estimate of the cost to acquire such land, and (iii) an engineer's description and cost estimate for the traffic signalization improvements and other Intersection Improvements for the Intersection (for purposes of this subsection, the traffic signalization improvements will be assumed to be substantially similar to those indicated as necessary by the applicable and most current Warrant Study and the remaining Intersection Improvements are to be consistent with the City's standards), together with fiscal security for the City for any such land and the Intersection Improvements in the form set out in ***Exhibit "F"*** issued by an issuer with at least the City's minimum acceptable rating established under the City's financial institution rating system in effect and otherwise reasonably acceptable to the City with a payment amount equal to the amount that is 125% of the amount set out in such cost estimate. Heirloom Owner must keep the fiscal security in place until the Intersection Improvements are Complete and accepted in writing by the City, the County, or TxDOT, as applicable.

6.11.04 If Heirloom Owner has delivered fiscal security under **Section 6.11.03** but the required Intersection Improvements for the Intersection are not Completed and accepted in writing by the City, the County, or TxDOT, as applicable, before the date that is forty-five (45) days before the expiration of the fiscal security, Heirloom Owner shall obtain and submit to the City an updated engineer's cost estimate of any applicable land and the Intersection Improvements, and an updated fiscal security instrument in favor of the City in the form set out in ***Exhibit "F"*** issued by an issuer with at least the City's minimum acceptable

rating established under the City's financial institution rating system in effect and otherwise reasonably acceptable to the City with a payment amount equal to the amount that is 125% of the amount set out in such updated cost estimate. This process shall continue annually until the first to occur of the following events: (1) the required Intersection Improvements are Completed; or (2) an application for approval of the last final plat for the Property is submitted to the City for approval.

6.11.05 As to each Intersection, at any time when (i) a Warrant Study shows traffic signalization improvements at an Intersection are "warranted", (ii) the governmental entity with jurisdiction over the Intersection has approved installation of a traffic signal and the other Intersection Improvements at the Intersection, and (iii) either (y) Heirloom Owner has not completed same within one (1) year after the satisfaction of the last of (i) and (ii); or (z) Heirloom Owner has submitted to the City an application for approval of last final plat for the Property, the City may give Heirloom Owner notice that if such improvements are not completed within 180 days after the date of such notice, the City intends to use and/or draw on the fiscal security held by the City under **Section 6.11.03** or **Section 6.11.04** and use such sums to design and build the required traffic signalization improvements and other Intersection Improvements. Upon the City's completion of the required traffic signalization improvements and other Intersection Improvements, the City will return any unused sums to Heirloom Owner.

6.10.06 The above said requirements apply to each Intersection individually, meaning Warrant Studies and Completion of the Intersection Improvements are required for each Intersection.

ARTICLE 7. CONVEYANCES AND ACCEPTANCES

7.01. **Dedication Documentation Required**. Except for dedication of ROW for the Transportation Improvements, transfers of ownership of or rights to land to the City required or permitted by this Agreement or the Applicable Laws, whether by separate instrument or plat, must be submitted to the City Attorney for review and approval and must be accompanied by the required Dedication Documentation.

7.02. **Completion Documentation.** No Public Improvement will be considered for acceptance for ownership and maintenance by the City unless and until Completion occurs and the Completion Documentation is submitted to and approved by the City.

7.03. **Conveyance Instruments**. All conveyances to the City must be in the applicable Approved Form, as confirmed by the City Attorney as evidenced by the City Attorney's signature on the recordable instrument. The City is not required to accept conveyances that are not on the appropriate Approved Form or assignments of private easements.

7.04. **Encumbrances 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 to be dedicated or conveyed to the City, Owner shall cause the holder of such lien or other monetary encumbrance to subordinate such lien or other monetary encumbrance as per the applicable Approved Form.

7.05. **Costs.** The costs incurred to convey easements and to grant Licenses to Encroach (defined in **Section 7.08**) (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 Heirloom Owner.

7.06. **Title Policies.** If the Dedication Documentation includes a title commitment, Developer will provide title insurance using the values acceptable to the City and will cause the subordination of any liens or other monetary encumbrances reflected on the commitment before the easement is granted to the City. Only the standard pre-printed exceptions and any non-monetary encumbrances approved in advance and in writing by the City Attorney will be reflected on a title policy.

7.07. **Access Easements.** If no public road exists providing access to the Owner-Constructed Major Water Facilities, Owner-Constructed Major Wastewater Facilities, the Heirloom Lift Station Site, or easements for any other Public Improvements when the applicable easement or deed, as applicable, is granted, Owner shall grant, or cause to be granted, an Access Easement, in a location and of a size determined by the City 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 applicable improvement via an Access Road until such time as a public road providing such access is Complete. Each Access Easement will terminate as each portion thereof is included within an easement or right of way shown on a recorded plat.

7.08. **Licenses to Encroach**. Developer may request authorization under City Code of Ordinances Section 12.08 or 12.09, or Section 3.21 of the UDC (as applicable) (each, for purposes of this Agreement, a "**License to Encroach**") to allow perpendicular crossings of the Owner-Constructed Major Water Facilities, Owner-Constructed Major Wastewater Facilities, or an Access Easement. Each License to Encroach will be in Approved Form.

ARTICLE 8. DEFAULT AND REMEDIES.

8.01. **Owner Default.**

8.01.01 **Non-Monetary Default**. Except as otherwise provided in Section 8.01.04 of this Agreement, in the event of a default by Owner under this Agreement or a Related Document that cannot be cured by the payment of money to the City ("Non-Monetary Default"), the City may give the applicable Owner written Notice

specifying the Non-Monetary Default. The applicable Owner shall be allowed thirty (30) days to cure the Non-Monetary Default after the date of Notice thereof is issued by the City; if however, the applicable Owner has commenced performance of or compliance with its obligations with the thirty (30) day period, the applicable Owner shall be allowed up to ninety (90) days from the date of the City's Notice to cure the non-performance or non-compliance. During the event of Non-Monetary Default, the City shall not be required to process any applications, issue any approvals, or grant any permits to such applicable Owner for any Development or other City approvals pertaining to such Owner's portion of the Property.

8.01.02 **Monetary Default**. Except as otherwise provided in **Section 8.01.04** of this Agreement, in the event of default by an Owner under this Agreement or a Related Document that can be cured by the payment of money to the City ("Monetary Default"), the City may give such Owner written Notice specifying the default and amount owed. The applicable Owner shall be allowed seven (7) days after receipt of the Notice specifying the Monetary Default to cure the Monetary Default, after which the City shall not be required to process any applications, issue any approvals, or grant any permits to such applicable Owner for any Development or other City approvals pertaining to such Owner's portion of the Property until the Monetary Default is cured.

8.01.03 **Uncured Owner Defaults.** Except as otherwise provided in **Section 8.01.01** and **Section 8.01.04** of this Agreement, if a Non-Monetary or Monetary Default is not cured within the applicable cure period, and if the City has not waived the default in writing, then after the expiration of the applicable cure period, the City may, in its sole discretion, and without prejudice to any other right or remedy allowed under this Agreement, seek any other relief available at law or in equity, all of which are cumulative and are in addition to any other right or remedy given under this Agreement which may now or subsequently exist in law or in equity by statute or otherwise, and the exercise of any one remedy does not preclude the exercise of another.

8.01.04 **Owners' Respective Liability**. Except as expressly set forth herein: (a) the liabilities, obligations and responsibilities under this Agreement of each Owner , or their permitted successors and assigns, are several, and not joint; and (b) no Owner of the Property or any portion thereof, or their permitted successors or assigns, will be in default under this Agreement or otherwise liable or responsible for any default which is not caused by such landowner or by any person acting by, through or under such Owner or successor or assign.

8.02. **City Default**. In the event of a default by the City under this Agreement, Owner may petition a court to require the City to specifically perform its obligations under the terms and conditions of this Agreement. However, in no event shall the City be liable for any monetary, consequential, or incidental damages, however caused, except to the extent (a) permitted under the Texas Tort Claims Act; or (b) arising from the City's or its agents' damage to the Property when inspecting or entering the Property under the Applicable Laws.

8.03. **Force Majeure Notice.** If, by reason of force majeure, any Party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other Parties within ten (10) days after the first occurrence thereof. The obligations of the Party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed but for no longer than ninety (90) days, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

8.04. **Force Majeure**. The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; orders of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; pandemic; epidemic; landslides; earthquakes; fires; hurricanes; floods; arrests; restraint of government and people; civil disturbances; explosions; or other causes not reasonably within the control of the Party claiming such inability.

ARTICLE 9. TERM

9.01. **Term.** This Agreement shall commence and bind the Parties on the Effective Date and continue in force and effect until the date that is ten (10) years after the Effective Date, unless earlier terminated pursuant to the provisions of **Article 8,** or the Parties mutually agree to extend the Term as evidenced by written amendment to this Agreement. The City in its sole discretion may shorten the Term if there is no progress toward completion of the Development of the Property as contemplated by this Agreement. "Progress toward completion" shall include any one of the factors listed in Local Government Code Section 245.005(c). This Agreement may also be terminated sooner by express written agreement executed by all Parties.

ARTICLE 10. PUBLIC IMPROVEMENT DISTRICT

10.01. **PID Petition.** The City acknowledges receipt on July 30, 2025, of the PID Petition, prepared in accordance with Chapter 372 of the Texas Local Government Code, for creation of one (1) "public improvement district" over the Property.

10.02. **Cooperation**. The City, GISD and Heirloom shall cooperate in good faith and in a diligent manner to cause the approval by the City of the PID Creation Resolution and the finalization and approval of the remaining PID Documents.

10.03. **Conflicts**. If any of the terms contained in this Article 10 conflict with the terms and conditions ultimately contained in the PID Financing Agreement, the terms and conditions of the PID Financing Agreement shall control. Furthermore, if any of the terms contained in this Article 10 conflict with the terms and conditions contained in the PID Financing Agreement, this shall not necessitate an amendment to this Agreement.

10.04. **Compliance with the City's 2018 PID Policy**.

10.04.01 Heirloom Owner must comply with all elements of the City's PID Policy adopted on December 11, 2018, except as otherwise may be allowed by the PID Documents.

10.04.02 The City agrees that the PID Documents shall provide that the last PID bond issuance shall be not later than the date that is fifteen (15) years after the date of the first PID bond issuance for the PID [a variance from the ten (10) year limit in Article V, Sec. 3 of the 2018 PID Policy].

10.04.03 If Heirloom Owner agrees to construct the entire length of the Primary Collector with the first final plat of the Property (rather than over time in three phased segments and as may be addressed further in the PID Documents) then the City Council will include in the PID Documents provisions granting variances from 2018 PID Policy Article V, Section 1 and Section 10 for the first PID bond issuance to allow the minimum appraised value to lien ratio at the date of said first PID bond issuance to be 2:1 (rather than 4:1 per 2018 PID Policy Article V, Section 1) and to allow disbursement of PID bond proceeds for the construction of the Primary Collector prior to Completion of the Primary Collector (rather than after Completion per 2018 PID Policy Article V, Section 10). Notwithstanding the generality of the foregoing sentence, Heirloom Owners understand and agree that the City Council will condition its consent on inclusion in the PID Documents of special conditions including, for example, the following: (a) a requirement for an appraisal of the applicable parcels prepared by an appraiser selected by the City with all reasonable appraisal fees to be paid by Heirloom Owner; (b) Heirloom Owner's evidence of financial security to fund the Completion of the Primary Collector (prior to any use of PID assessments or PID bond proceeds) in the amount of the difference between the City-approved Engineer's cost estimate for Completion of the entire length of the Primary Collector (all three segments) and the amount of proceeds generated by the first PID bond issuance, which form of fiscal security shall be in cash or such other form of security acceptable to the City pursuant to the PID Documents; (c) terms and conditions regarding Completion

of the Primary Collector and disbursement of PID bond proceeds acceptable to the City; and (d) other conditions deemed advisable or necessary by the City in its sole discretion. Any waivers or variances from 2018 PID Policy Article V, Section 1 and Section 10 for the first PID bond issuance to accommodate construction of the Primary Collector in total rather than in segments, shall not constitute City Council consent to granting any variances or waivers from the 2018 PID Policy Article V, Section 1 and Section 10 for any subsequent PID bond issuances or for any other reasons. .

ARTICLE 11. MISCELLANEOUS

11.01. **Amendments**. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement of the City Council and the Owner of the portion of the Property affected by the change, provided that (a) no modification of the obligations of an Owner may be made without that Owner's consent, and (b) the consent of End Buyers to modifications of this Agreement is not required.

11.02. **Agreement to Run with the Property**. Subject to **Section 11.03,** this Agreement and the rights and obligations of Owners shall run with the land (the Property).

11.03. **Assignment and Delegation**.

11.03.01 **General**. Except as provided in **Section 11.03.02,** no Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties. All other assignments of rights and delegations of duties are prohibited under this **Section 11.03.01** and void ab initio, whether they are voluntary or involuntary, by merger (unless the Party is the surviving entity), consolidation, dissolution, operation of law, or any other manner.

11.03.02 **To a Purchaser of All or Part of the Property.**

11.03.02.01 Notwithstanding the limitations on assignments in **Section 11.03.01,** an Owner may assign this Agreement to a purchaser of all or part of the Property as to the portion of the Property transferred by Owner to the purchaser, either by a single assignment or through one or more partial assignments, subject to the terms and conditions set forth in **Section 11.03.02**.

11.03.02.02 Any assignment pursuant to **Section 11.03.02.01** shall be in writing, specifically set forth the rights assigned and duties delegated in the assignment; require the assignee to assume such assigned rights and delegated obligations as to the portion of the Property transferred by Owner to the assignee; and be executed by duly authorized representatives of Owner and the assignee, and, if applicable per **Section 11.03.02.04,** of the presiding officer

of the City Council. A copy of each assignment and assumption agreement shall be delivered to the City within 15 days after full execution.

11.03.02.03 Unless the City Council grants its prior written consent pursuant to **Section 11.03.02.04**, an assignment to a Purchaser of all or part of the Property will not release the assigning Owner from any obligations under this Agreement, and such Owner will remain jointly and severally responsible to the City for the performance of the assigned or delegated obligations.

11.03.02.04 Owner may request the City Council's consent to be released from its assigned rights and delegated obligations upon assignment to a Purchaser of all or part of the Property. Any such request must be made in writing prior to the purported effective date of the assignment and accompanied by a draft assignment and assumption agreement. The City may condition its consent to releasing the Owner from its responsibilities under this Agreement on, for example, a review the proposed assignee's financial, technical, and managerial capacity and experience to perform the duties and/or delegated obligations when considering approval of the assignment, the assignee's posting of a letter of fiscal security in a form, amount, and from an issuer acceptable to the City, on a Completion schedule for the Public Infrastructure, or on other conditions as the City may determine in its reasonable discretion. Following an assignment to a purchaser of all or part of the Property that is approved in advance in writing by the City Council, the City will look solely to the assignee for the performance of all obligations assigned to the assignee and agrees that the assigning Owner will be released from subsequently performing the assigned obligations and from any liability that results from the assignee's failure to perform the assigned obligations. However, no assignment by an Owner will release that Owner from any liability that resulted from an act or omission by that Owner that occurred before the effective date of the assignment unless the City specifically approves such a release in writing.

11.03.02.05 The mere conveyance of a Lot or portion of the Property without a written assignment comporting with the requirements of **Section 11.03** of this Agreement will not effect an assignment of the rights or obligations of Owner hereunder.

11.03.03 **No Assignment of PID Assessments or PID Bond Proceeds.** No assignment of any rights or delegations of any obligations of an Owner under this Agreement shall be deemed an assignment of rights to receive proceeds from PID assessments or from the sale of PID bonds. Nothing in this Agreement allows

assignment of rights to receive PID assessments or PID bond proceeds; such rights, if any, will be governed by the PID Documents.

11.03.04 **Collateral Assignments.** Any current or future Owner 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 Property, and at the lender's election, the lender (or the purchaser of the Property or portion thereof through exercise of lien rights or deed in lieu thereof) may become a Party to this Agreement (but the prior Owner is not released).

11.04.

11.05. **Effect of Foreclosure.** It is specifically intended that 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 or creditor or a Party, whether judicial or non-judicial.

11.06. **Effect on End Buyers.** This Agreement is not binding on and does not create any encumbrance to title as to, any End Buyer ***except*** each End Buyer must comply, at a minimum, with the PUD Ordinance as applied to the specific Lot acquired by the End Buyer, and requirements to pay fees, rates, and charges.

11.07. **No Waiver**. The Parties may waive any provision of this Agreement only by a writing executed by the Party or Parties against whom the waiver is sought to be enforced. A waiver made in writing on one occasion is effective only in that one instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Party who is not a signatory to the waiver instrument. No failure or delay in exercising any right or remedy or in requiring satisfaction of any condition under this Agreement, and no act, omission, or course of dealing among the Parties operates as a waiver or estoppel of any right, remedy, or condition. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

11.08. **Severability**. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall not apply, and the Agreement shall be considered to be terminated by mutual agreement of the parties.

11.09. **Governing Law/Venue**. The laws of the State of Texas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Venue over any legal action or proceeding against any other Party arising out of or relating to this Agreement shall be in Williamson County, Texas.

11.10. **Signature Warranties**. Each of the Parties hereby represent and warrant on behalf of itself that the Party has full power to execute and deliver and perform the terms, duties, and obligations of this Agreement and all the foregoing has been duly and validly authorized by all necessary proceedings. This Agreement constitutes the legal, valid and binding obligations of the Parties, enforceable in accordance with its terms.

11.11. **Counterparts**. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page via e-mail or by facsimile is as effective as executing and delivering this Agreement in the presence of the other Parties to this Agreement.

11.12. **Recording**. This Agreement may be recorded by the City at the expense of Heirloom Owner in the Official Public Records of Williamson County, Texas.

11.13. **Entire Agreement.** This Agreement and the attached Exhibits contain the entire agreement between the Parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representations or modifications or amendments concerning this Agreement shall be of no force or effect except a subsequent written amendment to this Agreement executed by duly authorized representatives of all Parties.

11.14. **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 service guaranteeing "next day delivery," addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by email (if provided) with confirming copy sent by one of the other described methods of notice set forth. 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 only when actually received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

If to City:

City Manager
City of Georgetown
City Hall
808 Martin Luther King Jr. St.
Georgetown, Texas 78626-5527

With a copy to:

City Attorney
City of Georgetown
City Hall
808 Martin Luther King Jr. St.
Georgetown, Texas 78626-5527

If to Heirloom Owner :

Heirloom Owner
Attn: John Landwehr
4215 W. Lovers Lane, Ste 150
Dallas, TX 75209
Email: jlandwehr@columnarinvestments.com

Heirloom Owner
Attn: Logan Kimble
7600 N. Capital of Texas Hwy, Bldg. C, Ste. 160
Austin, TX 78731
Email: lkimble@columnarinvestments.com

With a copy to:

Metcalfe Wolff Stuart and Williams, LLP
221 West 6th St., Suite 1300
Austin, TX 78701
Attn: Talley Williams
Fax: (512) 404-2245
Email: twilliams@mwswtexas.com

If to GISD:

Georgetown Independent School District
507 E. University Ave.
Georgetown, Texas 78626

Attn: Dr. Devin Padavil
Telephone: (512) 943-5000
Email: padavild@georgetownisd.org

With copy to: Joshua Schroeder
Sneed, Vine & Perry, P.C.
108 East 8th Street
Georgetown, Texas 78626
Telephone: (512) 930-9775
Email: jschroeder@sneedvine.com

11.15. **Estoppel Certificates**. From time to time upon written request by any seller or purchaser of property within the Property, or any lender or prospective lender of the Owner or its assignees, the City shall execute a written estoppel certificate to such seller or purchaser stating, if true that the City has not given or received any written notices alleging any events of default under this Agreement.

11.16. **Verifications of Statutory Representations and Covenants.** The Owner 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 Owner 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 Owner 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 Owner 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 Owner 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 Owner 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 Owner 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.

11.17. **Cooperation.**

11.17.01 The Parties agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

11.17.02 In the event of any third-Party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the Parties 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.

11.18. **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 Property 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 and this Agreement. No Development-related application will be accepted by the City with respect to land owned by an Owner if a material event of default exists with regard to this Agreement or a Related Document as of the filing date of such application by said Owner.

ARTICLE 12. EFFECT OF RECITALS.

12.01. The Recitals in this Agreement are found and agreed to be true and correct and are incorporated into this Agreement by reference as if set forth in full.

ARTICLE 13. EXHIBITS.

13.01. The following exhibits are attached hereto and made a part of this Agreement:

Exhibit A-1	Heirloom Tx Property Description
Exhibit A-2	Heirloom East Property Description
Exhibit A-3	GISD Property Description
Exhibit B-1	Additional Land Development Standards
Exhibit B-2	Additional Land Development Checklist
Exhibit C	Conceptual Transportation Plan
Exhibit D	Conceptual Water and Wastewater Plan
Exhibit E	Form of Maintenance Agreement
Exhibit F	Form of Fiscal Security

CITY: CITY OF GEORGETOWN, TEXAS

By: _____
Kevin Pitts, Mayor Pro Tem

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 the 27th day of August, 2025, by ~~Josh Schroeder~~ Kevin Pitts, Mayor Pro Tem of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal) LINDA RUTH WHITE
Notary Public, State of Texas
Comm. Expires 05-24-2028
Notary ID 124936123

_____
Notary Public Signature

OWNER:

HEIRLOOMTX, LLC, a Delaware limited liability company

By: _____
Name: Daniel A. Traylor
Title: Manager
Date: August 22, 2025

STATE OF INDIANA §
§
COUNTY OF VANDERBURGH §

This instrument was acknowledged before me on the 22nd day of August, 2025, by Daniel A. Traylor, Manager of HEIRLOOMTX, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal)

ASHLEY L. SHAKE
Notary Public, State of Indiana
Vanderburgh County
Commission Number NP0735962
My Commission Expires
September 02, 2029

_____
Notary Public Signature

HEIRLOOM EAST TX, LLC, a Delaware limited liability company

By: _____
Name: Daniel A. Traylor
Title: Manager
Date: August 22, 2025

STATE OF INDIANA §
§
COUNTY OF VANDERBURGH §

This instrument was acknowledged before me on the 22nd day of August, 2025, by Daniel A. Traylor, Manager of HEIRLOOM EAST TX, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal)

ASHLEY L. SHAKE
Notary Public, State of Indiana
Vanderburgh County
Commission Number NP0735962
My Commission Expires
September 02, 2029

_____
Notary Public Signature

OWNER:

GEORGETOWN INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas

By:

_____

Name:_____

Title:_____

STATE OF _____§

§

COUNTY OF _____§

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, _____ of Georgetown Independent School District, a political subdivision of the State of Texas, on behalf of said entity.

(seal)

_____

Notary Public Signature

Exhibit A-1

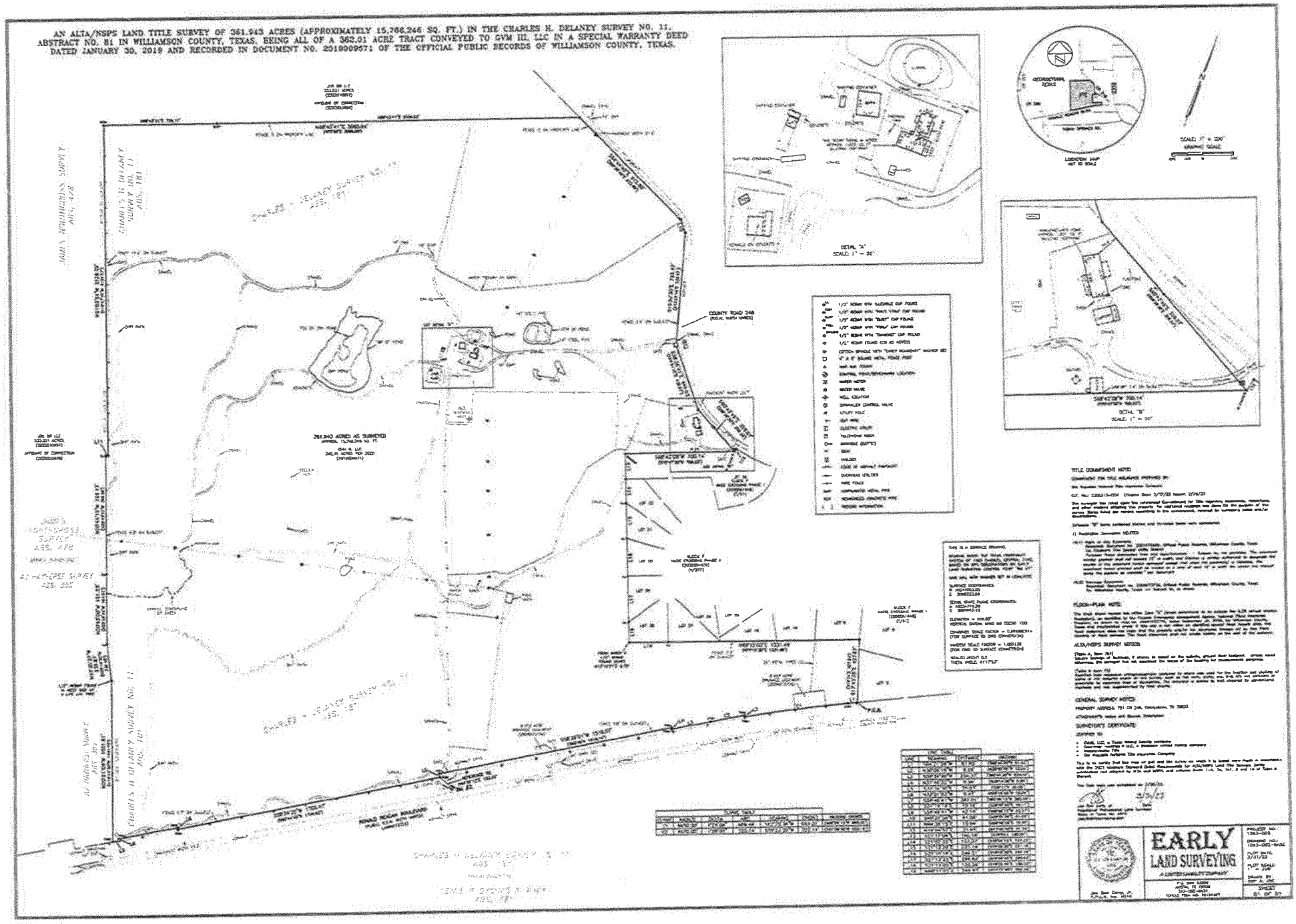
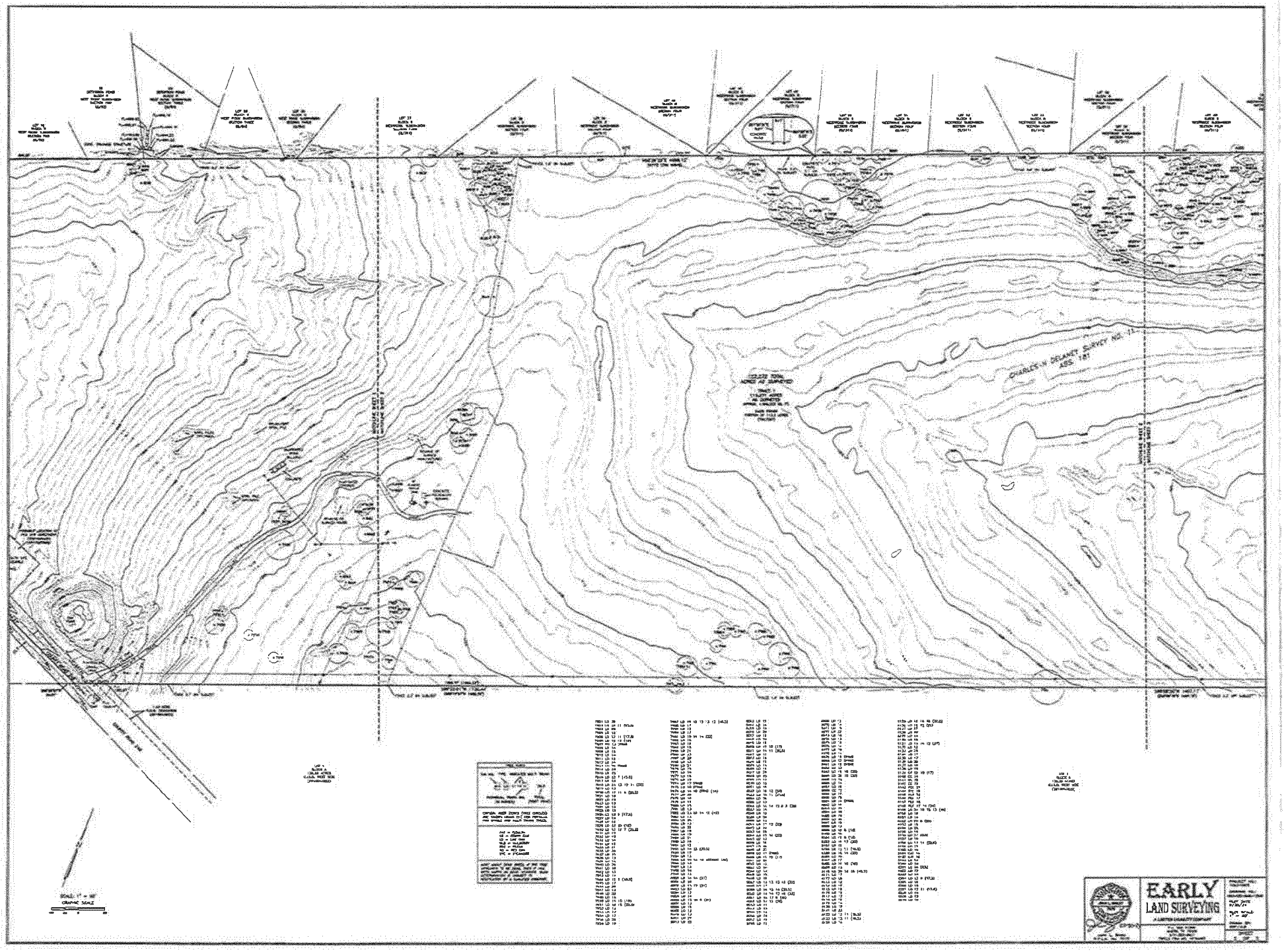

AN ALTA/NSPS LAND TITLE SURVEY OF 361.943 ACRES (APPROXIMATELY 15,766,246 SQ. FT.) IN THE CHARLES H. DELANEY SURVEY NO. 11, ABSTRACT NO. 81 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 362.01 ACRE TRACT CONVEYED TO GVM III, LLC IN A SPECIAL WARRANTY DEED DATED JANUARY 30, 2019 AND RECORDED IN DOCUMENT NO. 2019009571 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
DETAIL "A"
SCALE: 1" = 50'
DETAIL "B"
SCALE: 1" = 50'
LOCATION MAP
NOT TO SCALE
SCALE: 1" = 200'
GRAPHIC SCALE
COUNTY ROAD 248
(REAL WITH WIRE)
361.943 ACRES AS SURVEYED
TITLE COMMITMENT NOTE:
FLOOD-PLAIN NOTE:
ALTA/NSPS SURVEY NOTES:
GENERAL SURVEY NOTES:
SURVEYOR'S CERTIFICATE:
EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY
PROJECT NO.
1063-003
DRAWING NO.
1063-003-BASE
PLOT DATE
3/31/23
PLOT SCALE
1" = 200'
DRAWN BY
SHEET
01 OF 01

Exhibit A-2



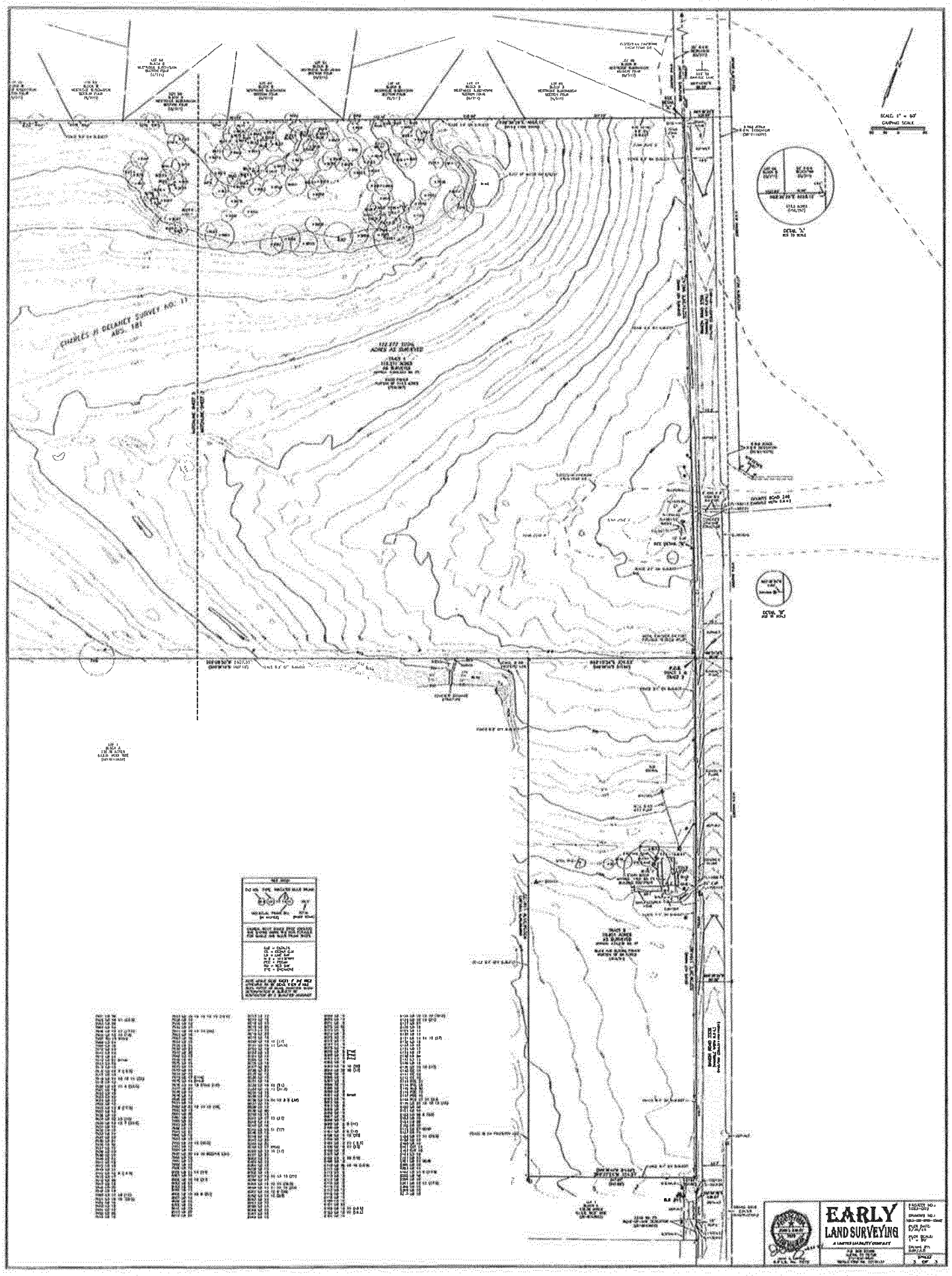

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

Exhibit A-3

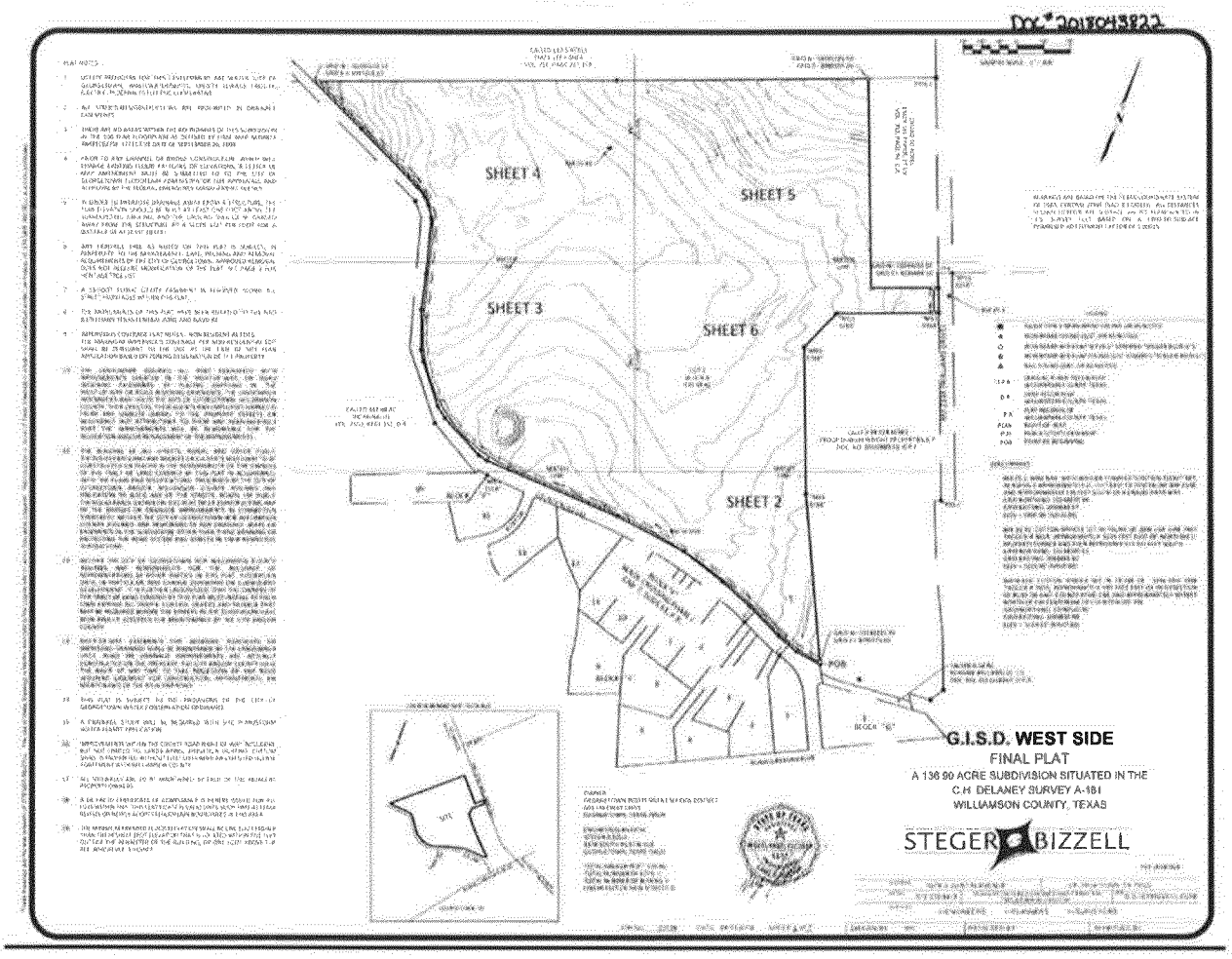


Exhibit A-3

Exhibit B-1
Additional Land Development Standards

Materials Standards[1]

The intent of the building material standards is to promote quality design, aesthetic value, visual appeal and the use of durable materials that reflect the characteristics of traditional neighborhood design. Building materials and architectural standards support pedestrian-friendly environments that create visual interest at the street level and promote social cohesion. Flexibility in building materials is allowed to support a diversity in housing types and architectural styles. Architectural styles that will be supported may include colonial, Victorian, craftsman, bungalow, or farmhouse. By maintaining consistency in building scale while allowing variation in architectural styles Heirloom will ensure that diverse designs cohere visually and create interest along the street edge. Heirloom will emphasize the use of traditional materials that harmonize with the overall aesthetic of the neighborhood.

High-quality materials promote longevity and resilience in buildings, ensuring that Heirloom will age gracefully and require less maintenance over time. In order to support both a variety of architectural styles and high-quality materials the facades of all residential and non-residential elevations that are visible from a public or private street or park shall contain a minimum of 85% durable building materials. Durable building materials include: brick; stone; stucco; rock; cement fiber board; concrete; architectural terra cotta; glazed ceramic architectural siding; cast stone; or alternative material as approved by the Planning Director.

Durable building material standards do not apply to roofs, eaves, dormers, soffits, windows, doors, gables, garage doors, decorative trim and trimwork.

The planning director may approve a new or alternative material if it meets the intent of the durable materials standards to an equivalent or better degree.

Material and Design Standards will be further defined in separate Heirloom HOA documentation to be recorded prior to the first building permit.

Four-Sided Design All walls must include materials and design characteristics consistent with those on the front. Lesser quality materials or details for side or rear walls are prohibited.

---

[1] *See* PUD Exhibit A, Page 11 Material Standards

Building Articulation [2]

A. Purpose.

In order to provide attention in design and human scale and to avoid the massive appearance of large walls and structures, articulation techniques, and architectural features shall be incorporated into the building design.

B. Applicability.

Articulation shall apply to all building walls facing a public street, public park or adjacent Residential Zoning District. However, a wall facing an adjacent Residential District or public park is not required to meet the articulation provisions for such a wall meeting the following criteria:

1. The wall is on a building that is less than 20 feet in height;
2. The wall is set back at least 30 feet from the lot line; and
3. The wall is screened by a High Level Bufferyard that includes a solid screening wall.

C. Building Articulation.

1. Horizontal Articulation (Footprint).
   a. No building wall shall extend laterally for a distance greater than three times the building's average height without a perpendicular offset of at least twenty-five percent (25%) of such height.
   b. Where the length of the wall is less than 60 feet, articulation is not required.
   c. The perpendicular offset shall extend laterally for a distance equal to at least seventy-five percent (75%) of the building's average height.
   d. The perpendicular and lateral offset(s) may be divided and distributed throughout the length of the wall if the applicant demonstrates, to the satisfaction of the Director, that the intent of this section has been met.
2. Vertical Articulation (Elevation).
   a. No building wall shall extend laterally for a distance greater than three times the building's average height without a change in vertical elevation of at least twenty-five percent (25%) of such height.

[2] *See* UDC Sec. 7.03.050

b. The change in elevation shall extend laterally for a distance equal to at least seventy-five percent (75%) of the building's average height.

c. The vertical change(s) in elevation may be divided and distributed throughout the length of the wall if the applicant demonstrates, to the satisfaction of the Director, that the intent of this section has been met.

D. Architectural Features.

In addition to the horizontal and vertical articulation requirements, all building walls shall incorporate at least three of the architectural features listed in Subsections 1. and 2. below. Building walls greater than 100 feet in length or buildings greater than 30 feet in height shall incorporate an additional two items from Subsection 2. below.

1. Awnings, canopies, arcades, alcoves, windows, projections, recessed entries ornamental cornices, pillar posts, decorative light features, variation in building wall materials, integrated planters or water features or other similar building element features as approved by the Director or their designee.

2. Offsets, covered porches, stepped-back heights, porticos, varied wall surfaces, or other similar building elements as approved by the Director or their designee.

Residential Single-Family District[3]

The Residential Single-Family District (RS) is intended for areas of medium density with a minimum lot size of 5,500 square feet. The RS District contains standards for development that maintain single-family neighborhood characteristics. The District may be located within proximity of neighborhood-friendly commercial and public services and protected from incompatible uses. All housing types in the RS District shall use the lot, dimensional and design standards of the District.

[3] *See* UDC Sec. 6.02.050

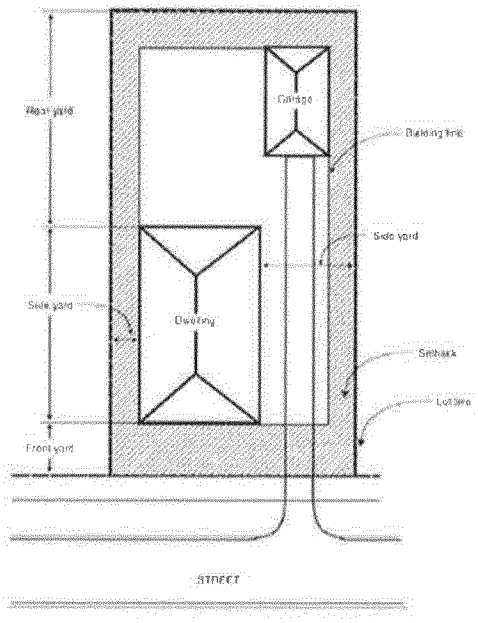
Exhibit B-1
Additional Land Development Standards

A. Lot and Dimensional Standards.

RS - Residential Single-Family	
Lot Size, minimum square feet	5,500
Lot Width, minimum feet	45
Corner Lot Width, minimum feet	55
Front Setback, minimum feet	20
Side Setback, minimum feet	6
Rear Setback, minimum feet	10
Side/Rear Street Setback, minimum feet	15
Street Facing Garage Setback, minimum feet	25
Unloaded Street Setback, minimum feet	20
Building Height, maximum feet	35
Impervious Cover, maximum %	See Section 11.02

B. Allowed Uses.

1. Single-family detached (minimum lot size: 5,500 square feet).
2. Single-family attached (provided that the requirements in Subsection C.2. are met).



3. Single-family, zero lot line (provided that the requirements in Subsection C.3. are met).

4. Those residential uses identified in the Use Tables in Chapter 5 of this Code as allowed in the RS District.

5. Those non-residential uses identified in the Use Tables in Chapter 5 of this Code as allowed in the RS District.

6. Those accessory uses identified in Subsection 5.01.020.E of this Code that may be compatible with the primary uses allowed in the RS District.

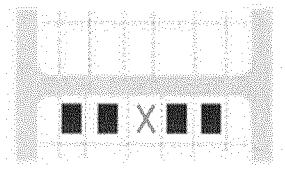
C. Residential Design Standards.

The design standards below apply to all development in the RS District in addition to the site design standards in Section 6.06.

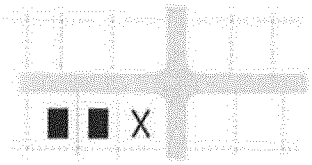
1.Similarity Restrictions.

Except as provided in Subsection a. below, no new dwelling that is similar in appearance to a neighboring dwelling is permitted. The standards to determine such similarity are set forth below and shown by example in the illustrations contained in this section.

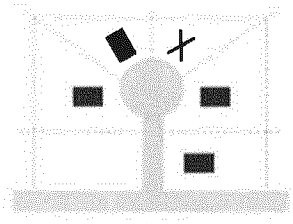
a. Exemptions. The following shall be exempt from these provisions:
   i. Dwellings for which a Building Permit was approved before March 11, 2003.



Interior Lot



Corner Lot



Cul-de-Sac Lot

ii. Dwellings within a housing diversity development, where a unified plan containing similarity of architectural form and style among dwellings is integral to such a plan.

b. Differences in Appearance.

i. Differences in bulk and massing shall be reviewed for the lots on either side of the proposed dwelling on the same side of the street, as shown in the following illustrations.

ii. Where lots are interrupted by an intervening street, public parkland, or similar feature of at least 50 feet in width, no review shall be necessary.

iii. The proposed building shall be considered different from any vacant lot for which no building permit has been issued without requiring further documentation.

c. Differentiation. The proposed dwelling shall differ from other applicable dwellings in at least two of the five criteria listed below.

i. The dwelling is a different housing type.

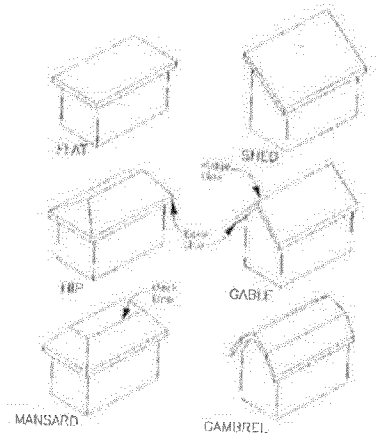
- Single-family detached;
- Single-family attached; or
- Single-family, zero lot line.

ii. The dwelling differs in the number of full stories.

- Single-story; or
- Two-story.

iii. The dwelling has a different type of garage.

- Front-loaded garage (one- or two-car);
- Side-loaded garage; or
- Detached garage.



iv. The dwelling has a different roof type.

- Gable;
- Hip;
- Gambrel;
- Mansard; or
- All of the above roof types are rotated 90 degrees.

v. The dwelling has variation in the front facade.

- The garage is set back a minimum of four feet from the front facade;
- A covered, open-walled porch at least six feet in depth extends a minimum of thirty-three percent (33%) of the width of the front facade; or
- Other articulation of the front facade at least four feet in depth extends at least thirty-three percent (33%) of the width of the front facade.

d. Application Review.

- Acceptable documentation may include photographs of the other structures in question (no building elevations are required).
- A subdivision or phase thereof may be reviewed as a whole for conformity with this requirement, provided that adequate documentation to ensure conformity is submitted with the plat. Such documentation is not required to be recorded as part of the plat.
- The Building Official shall review the submitted documentation and any previously-approved Building Permits and make a determination. Where the Building Official finds that a dwelling for which a Building Permit is being requested is similar in appearance based on the standards above, the Building Permit shall be denied.

2. Single-Family, Attached.

A single-family, attached dwelling is allowed using the lot and design standards of the RS District, in addition to the following criteria:

a. Both dwellings shall be located on separate legal lots;
b. The side setback between two single-family attached lots may be reduced to zero feet; and
c. Single-family, attached dwellings are not allowed in the Old Town Overlay District.

3.Single-Family, Zero-Lot Line.

A single-family, zero-lot line dwelling is allowed using the lot and design standards of the RS District, in addition to the following criteria:

a. The zero-lot line shall not be the lot line adjacent to:
   i. A lot not containing or planned for zero-lot line dwellings;
   ii. A highway frontage road; or
   iii. A garage or carport taking access from a side street.
b. A minimum building separation of 12 feet is provided between all zero-lot line dwellings.
c. The eaves on the side of a house with no side setback may project no more than 18 inches over the adjacent property line and a perpetual easement or deed restriction for the eave projection is recorded for the lot where the projection occurs.
d. No structure extends into a public easement.
e. Any rain gutters are positioned to drain only onto the lot of the house to which they are attached.
f. A recorded easement or deed restriction is provided to allow for maintenance or repair when the eaves or side wall of the house are within four feet of the adjacent property line. The easement or deed restriction on the adjacent property must provide at least five feet of unobstructed space between the furthermost projection of the structure(s) and the edge of the easement.
g. No windows or other openings on the side of the structure on or within three feet of the lot line with no setback are allowed, except for windows that do not allow or restrict visibility of the adjacent lot, such as clerestory or translucent windows.

D. Non-Residential and Accessory Design Standards.

1. Non-residential structures shall meet the lot and dimensional standards of the RS District, in addition to the requirements of Sections 7.04 and 7.05.

2. Residential accessory structures shall meet the requirements of Section 6.06.010.

3. Residential accessory structures shall not exceed the height of the principal residential structure.

E. Other Requirements of this Chapter.

1. Dimensional Interpretations and Exceptions, Section 6.04.
2. Accessory Structures, Garages and Carports, Section 6.05.

Exhibit B-2

Additional Land Development Standards Checklist

Exterial Material Treatment

Criteria	Builder Representative Signature
Facades of all residential and non-residential elevations that are visible from a public or private street or park shall contain a minimum of 85% durable building materials. Durable building materials include: brick; stone; stucco; rock; cement fiber board; concrete; architectural terra cotta; glazed ceramic architectural siding; cast stone; or alternative material as approved by the Planning Director. Durable building material standards do not apply to roofs, eaves, dormers, soffits, windows, doors, gables, garage doors, decorative trim and trimwork.	

Building Articulation

Purpose - In order to provide attention in design and human scale and to avoid the massive
Applicability: Articulation shall apply to all building walls facing a public street, public park
However, a wall facing an adjacent Residential District or public park is not required to meet the articulation provisions for such a wall meeting the following criteria:

Criteria	Builder Representative Signature
The wall is on a building that is less than 20 feet in height	
The wall is set back at least 30 feet from the lot line	
The wall is screened by a High Level Bufferyard that includes a solid screening wall	

Building Articulation - Horizontal Articulation (Footprint)

Criteria	Builder Representative Signature
No building wall shall extend laterally for a distance greater than three times the building's average height without a perpendicular offset of at least twenty-five percent (25%) of such height	
Where the length of the wall is less than 60 feet, articulation is not required	
The perpendicular offset shall extend laterally for a distance equal to at least seventy-five percent (75%) of the building's average height	
The perpendicular and lateral offset(s) may be divided and distributed throughout the length of the wall if the applicant demonstrates, to the satisfaction of the Director, that the intent of this section has been met	

Vertical Articulation (Elevation)

Criteria	Builder Representative Signature
No building wall shall extend laterally for a distance greater than three times the building's average height without a change in vertical elevation of at least twenty-five percent (25%) of such height	
The change in elevation shall extend laterally for a distance equal to at least seventy-five percent (75%) of the building's average height	
The vertical change(s) in elevation may be divided and distributed throughout the length of the wall if the applicant demonstrates, to the satisfaction of the Director, that the intent of this section has been met	

Architectural Features

In addition to the horizontal and vertical articulation requirements, all building walls shall incorporate at least three of the architectural features listed in Subsections 1. and 2. below. Building walls greater than 100 feet in length or buildings greater than 30 feet in height shall incorporate an additional two items from Subsection 2. below

Criteria	Builder Representative Signature
Awnings, canopies, arcades, alcoves, windows, projections, recessed entries ornamental cornices, pillar posts, decorative light features, variation in building wall materials, integrated planters or water features or other similar building element features as approved by the Director or their designee	
Offsets, covered porches, stepped-back heights, porticos, varied wall surfaces, or other similar building elements as approved by the Director or their designee	

Residential Single-Family District

The Residential Single-Family District (RS) is intended for areas of medium density with a minimum lot size of 5,500 square feet. The RS District contains standards for development that maintain single-family neighborhood characteristics. The District may be located within proximity of neighborhood-friendly commercial and public services and protected from incompatible uses. All housing types in the RS District shall use the lot, dimensional and design standards of the District.

Lot and Dimensional Standards - RS - Residential Single-	Builder Representative Signature
RS - Residential Single-Family 5,500	
RS - Residential Single-Family 45	
Corner Lot Width, minimum feet 55	
Front Setback, minimum feet 20	
Side Setback, minimum feet 6	
Rear Setback, minimum feet 10	
Side/Rear Street Setback, minimum feet 15	
Street Facing Garage Setback, minimum feet 25	
Unloaded Street Setback, minimum feet 20	
Impervious Cover, maximum % See Section 11.02	

Allowed Uses	Builder Representative Signature
Single-family detached (minimum lot size: 5,500 square feet)	
Single-family attached (provided that the requirements in Subsection C.2. are met)	
Single-family, zero lot line (provided that the requirements in Subsection C.3. are met)	
Those residential uses identified in the Use Tables in Chapter 5 of this Code as allowed in the RS District	
Those non-residential uses identified in the Use Tables in Chapter 5 of this Code as allowed in the RS District	
Those accessory uses identified in Subsection 5.01.020.E of this Code that may be compatible with the primary uses allowed in the RS District	

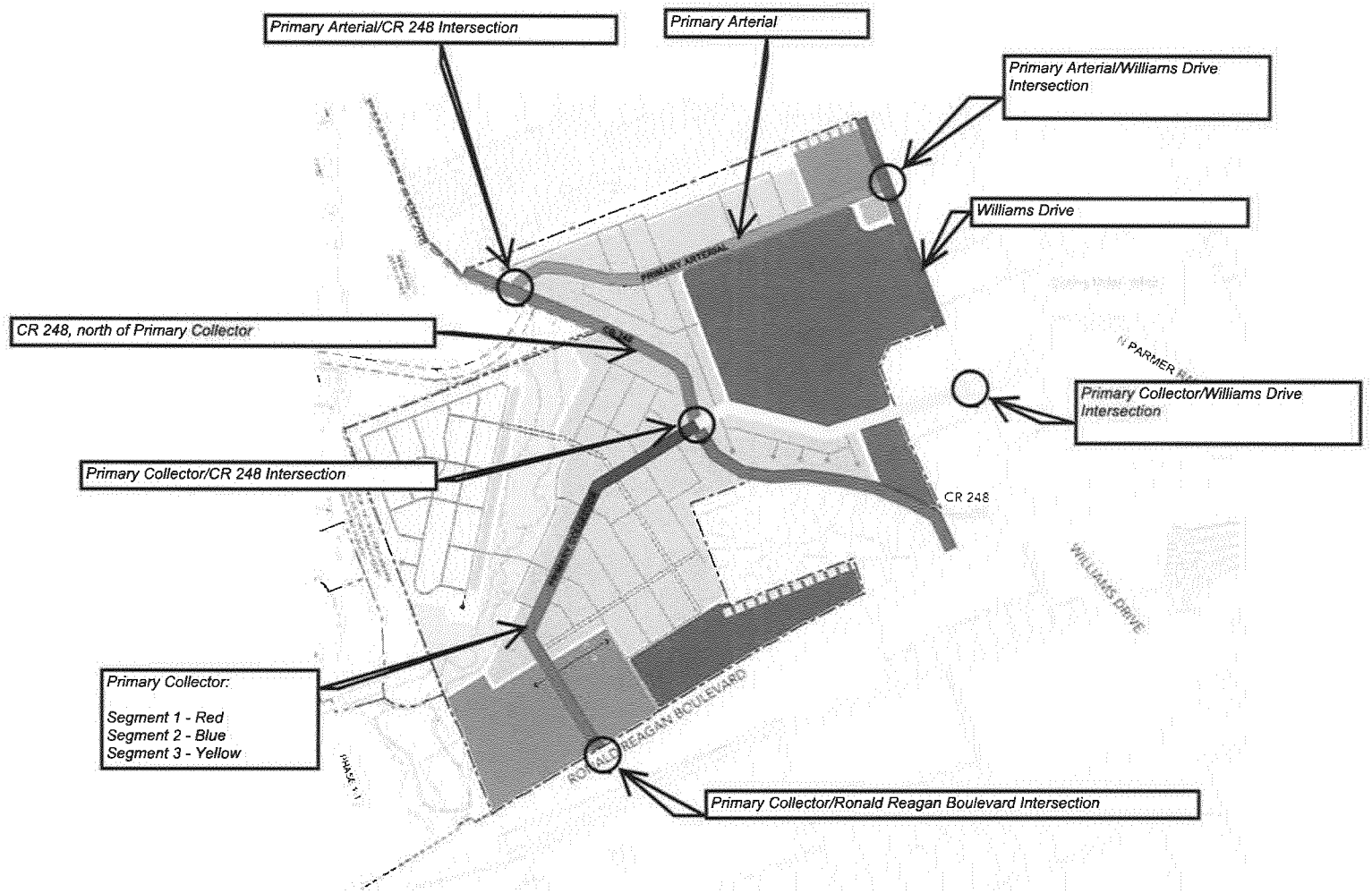


Exhibit C Conceptual Transportation Plan

Original is in color. Copy available for viewing at City of Georgetown offices.

Heirloom Columnar

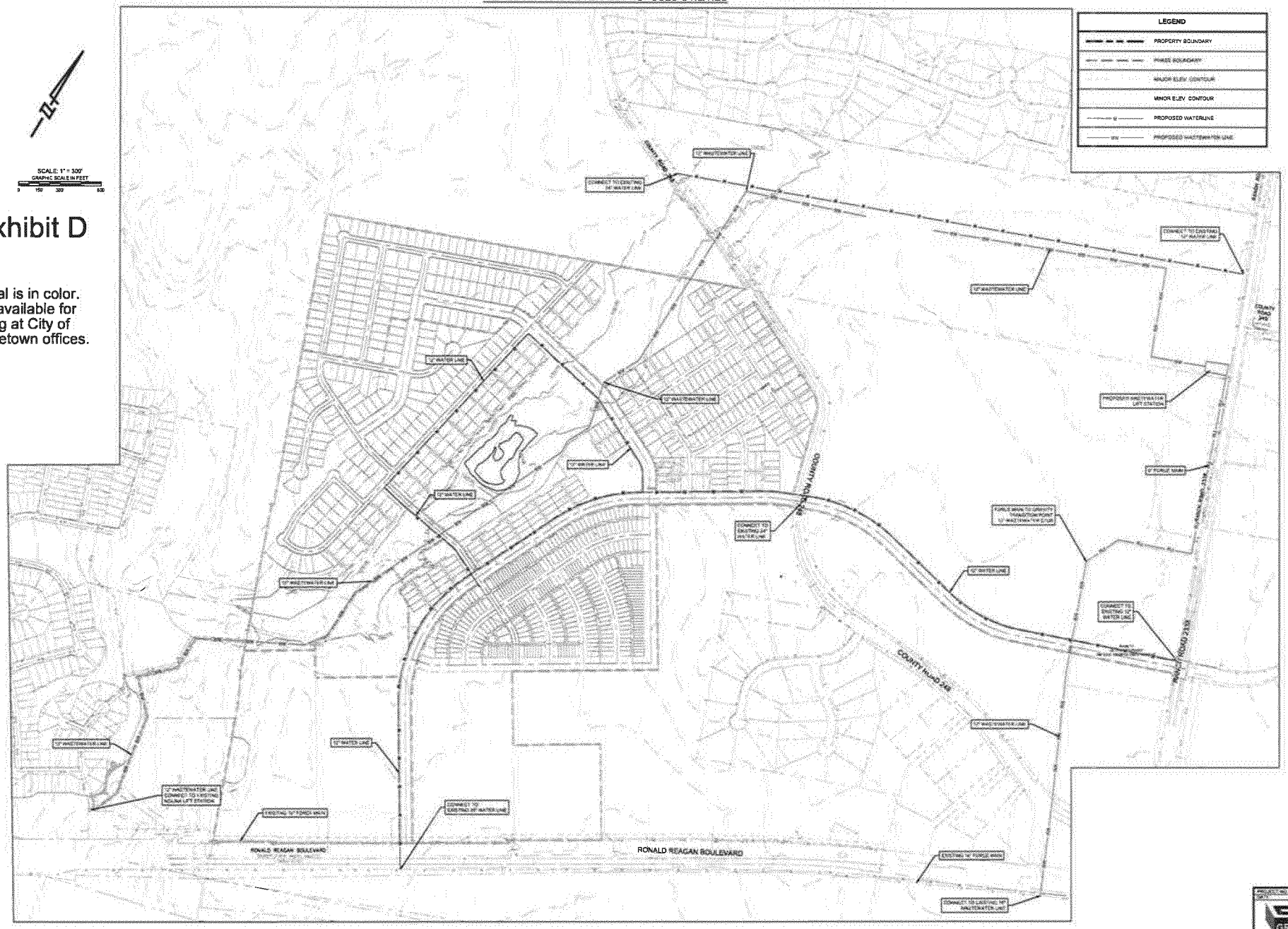
ROE Consulting Services, LLC
8834 N Capital of Texas Hwy Suite 145
Austin, Texas 78759
Tel. (737) 301-2311
TBPE Registration Number: F-19220

HEIRLOOM TRACT OVERALL PROPOSED UTILITIES

SCALE: 1" = 300'
GRAPHIC SCALE IN FEET
0 150 300 600

Exhibit D

Original is in color. Copy available for viewing at City of Georgetown offices.



MAINTENANCE AGREEMENT
HEIRLOOM HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This Parkland Maintenance Agreement (this "**Agreement**") is made to be effective as of the Effective Date (defined below) and is by and between the CITY OF GEORGETOWN, TEXAS, a home-rule city located in Williamson County, Texas (the "**City**"), Heirloom East Tx, LLC, a Delaware limited liability company ("**Heirloom East**"), HEIRLOOMTX, LLC, a Delaware limited liability company ("**Heirloom Tx**") (collectively the "**Heirloom Owners**"), HEIRLOOM HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "**Association**"), (individually, a "**Party**" and collectively, the "**Parties**"), and is as follows:

RECITALS

WHEREAS, the Heirloom Subdivision is a subdivision development and public improvement district within the City's corporate limits known as the Heirloom Public Improvement District (the "**District**") authorized by Resolution No. _____ passed and approved by the Georgetown City Council on _____, 2025 (the "**PID Creation Resolution**") containing approximately _____ contiguous acres and having (at full build out) a mix of residential, commercial, and school (civic) uses; and

WHEREAS, the City, Heirloom Owners, and the Georgetown Independent School District are parties to that certain Development Agreement dated to be effective on _____, 2025 and recorded in the Official Public Records of Williamson County, Texas as Document No. _____ (the "**Development Agreement**") which, among other things, requires creation of the Association and perpetual maintenance by the Association of the Parkland, the Parkland Improvements, the Parkland Trails, and the Private Drainage Facilities (each as defined in the Development Agreement); 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 Parkland, the Parkland Improvements, the

Parkland Trails, and the Private Drainage Facilities within the District and otherwise administer the affairs of the Association in accordance with the terms of that certain "PID Construction, Financing and Reimbursement Agreement for Heirloom Public Improvement District" between the City, the Heirloom Owners, and the Georgetown Independent School District, dated to be effective _____, 2025, and the Declaration of Covenants, Conditions and Restrictions for the Parks at Heirloom Subdivision (or similarly titled document governing the development, improvement, and sale of land in the District) dated effective _____, _____, and recorded as Document No. _____ of the Official Public Records of Williamson County, Texas; and

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

WHEREAS, pursuant to the Development Agreement and the Construction, Financing and Reimbursement Agreement, the Parkland, Parkland Improvements, and Parkland Trails have been or will be conveyed to the City, in trust for the public, and will be maintained by the Association; however, the Private Drainage Facilities are not and will not be conveyed to the City for ownership or for any other purpose but will be owned and maintained by the Association; and

WHEREAS, the Association acknowledges and agrees that the City has exclusive jurisdiction and control of the Parkland, the Parkland Improvements, and the Parkland Trails.

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 Parties 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 and the Construction, Financing and Reimbursement Agreement is incorporated into this Agreement as if they 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 *"HOA Assessments"* means the assessments the Association impose for the purposes of, among other things, funding its obligations under this Agreement.
   2.2 *"Parkland"* has the meaning given in the Development Agreement. The term shall also include the Public Drainage Easements, defined below.
   2.3 *"Parkland Improvements"* has the meaning given in the Development Agreement.
   2.4 *"Parkland Trails"* has the meaning given in the Development Agreement.
   2.5 *"Private Drainage Facilities"* 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 Parkland 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 REQUIREMENTS.**

   4.1 The Association shall, at its sole cost and expense, perform or cause to be performed, all maintenance work for the Parkland, Parkland Trails, and Parkland Improvements, including, but not limited to, regular irrigation, mowing, edging, trimming of shrubs and other plantings, weed and ant control, irrigation system and trail maintenance and repair, and equipment maintenance and repair. The Association shall be solely responsible for such maintenance and repair, 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 and repair work related to the Private Drainage Facilities including, but not limited to, regular mowing, clearing, and weed control, and keeping the areas free of all trash and debris and proper functioning as drainage facilities.
   4.3 If damages to public infrastructure occur as a result of poor or inadequate maintenance of the Parkland, Parkland Trails, or Parkland Improvements, 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 Parkland.

6. **HOA ASSESSMENTS/HEIRLOOM OWNER RESPONSIBILITIES.**

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

6.2 The Association shall also levy HOA Assessments in amounts, as reasonably determined by the City, necessary to replace the Parkland Improvements at the end of their useful life.

0.00. 6.3 Until the later of (i) the date on which the assessments to be collected from Owners produce sufficient funds to perform the obligations of the Association under this Agreement, and (ii) the date on which Heirloom Owners Complete or cause Completion of construction of the HOA Maintained Areas/Improvements (defined in the Development Agreement) serving or located within the Property, Heirloom Owners will be jointly and severally responsible for performing the Association's obligations under this Agreement. For purposes hereof, the Association will be deemed to have sufficient funds to perform its obligations if the Association has operated for two (2) consecutive years after Completion of all HOA Maintained Areas/Improvements without requiring any subsidies from Heirloom Owners.

7. **CITY RIGHTS AND RESPONSIBILITIES FOR PARKLAND, PARKLAND TRAILS, AND PARKLAND IMPROVEMENTS.**

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 Parkland.

7.2 The City shall be responsible for installing and maintaining one or more master meters to provide water and electric service to the Parkland, and for paying for water and electric service to 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 Parkland, Parkland Improvements, or the Parkland Trail 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 in the Parkland 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 THIS AGREEMENT 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 revocation is reasonably determined by the City to be 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 Parkland becomes necessary for a different public purpose; or

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 the Parkland, Parkland Improvements, or Parkland Trail; 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 on the Parkland, Parkland Improvements, and Parkland Trail consistent with

the level of maintenance of other similar City-owned land and equipment (which may be a different or lesser standard than that of the Association).

10.4 Notwithstanding anything to the contrary in this Agreement, the Association's responsibility to own and maintain the Private Drainage Facilities will survive termination of this Agreement. Under no circumstances will the City will be responsible or liable for owning, maintaining, repairing, otherwise being responsible or liable for the Private Drainage Facilities.

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:
Heirloom Homeowners Association, Inc. a Texas non-profit corporation

By: _____
Name: _____
Title: _____
Address for Notice:
_____
_____
_____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2025 by _____, President of Heirloom Homeowners Association, Inc., a Texas non-profit corporation on behalf of said corporation.

By: _____
NOTARY PUBLIC, STATE OF TEXAS

THE CITY:

City of Georgetown, Texas, a home-rule municipality

By: _____
Josh Schroeder, Mayor

ATTEST:

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this ____ day of _____, 2025 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

HEIRLOOM OWNERS:

HEIRLOOMTX, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, _____ of HEIRLOOMTX, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal)

_____
Notary Public Signature

HEIRLOOM EAST TX, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, _____ of HEIRLOOM EAST TX, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal)

_____
Notary Public Signature

Exhibit F

Form of Traffic Signal Fiscal Security

Irrevocable Letter of Credit

Issuance Date:_____ Irrevocable Letter of Credit No. _____

Beneficiary:

City of Georgetown, a Texas home rule municipality
Attn: Assistant City Manager
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

Owner/Applicant:

Name:_____
Attn: _____
Address:_____
_____
_____
Phone:_____
Fax:_____
Email:_____

Stated Amount:

_____U.S. DOLLARS
($_____)

Issuer:

Name:_____
Attn: _____
Address:_____
_____
_____
Phone:_____
Fax:_____
Email:_____

Expiration Date:_____, 20__ at 4:00 P.M. Central Standard Time.

Exhibit F

At the request and account of OWNER/APPLICANT, ISSUER hereby opens in favor of BENEFICIARY our Irrevocable Letter of Credit for the STATED AMOUNT available by BENEFICIARY'S draft at sight drawn on ISSUER purportedly signed by either BENEFICIARY'S City Manager or Assistant City Manager. This Letter of Credit authorizes BENEFICIARY to draw on ISSUER in amounts which in the aggregate shall not exceed the STATED AMOUNT, which represents the required amount of the traffic signal fiscal security for the (*check applicable*),

☐ "Primary Collector/Williams Drive Intersection"

☐ Primary Collector/Ronald Reagan Boulevard Intersection"

☐ "Primary Collector/CR 248 Intersection"

☐ "Primary Arterial/CR 248 Intersection"

☐ "Primary Arterial Intersection/William Drive Intersection"

☐ "Primary Road/Ronald Reagan Blvd. Intersection"

as said terms are defined in that certain "Development Agreement between OWNER/APPLICANT, et al. dated to be effective on _____ _____ 2025 (the "AGREEMENT") pertaining to design and construction of the traffic signalization improvements at said Intersection.

Funds under this Irrevocable Letter of Credit shall be made available to the BENEFICIARY on receipt by the ISSUER of a Sight Draft in the form attached to this Letter of Credit as "Annex A", accompanied by the original of this Letter of Credit, and a Certificate in the form attached to this Letter of Credit as "Annex B" dated and signed by a purported authorized representative of the BENEFICIARY, with such signature acknowledged, stating that the BENEFICIARY is entitled to draw under this Letter of Credit. **No further substantiation of the claim(s) shall be required**.

ISSUER shall be entitled to accept a sight draft and certificate describe above under the terms of this Letter of Credit from the City Manager or the Assistant City Manager of the BENEFICIARY, with such signature acknowledged, without any obligation or duty to verify the authority or identity of the person presenting the sight draft or certificate.

Partial drawings are permitted only per the terms of the AGREEMENT, but not more

frequently than once per month.

Upon receipt of one or more Sight Drafts described above, Issuer shall disburse the funds to the City of Georgetown, Texas, Attn: Assistant City Manager, 808 Martin Luther King Jr. St., Georgetown, Texas 78626 , in the amount stated in the Sight Draft. Such demand(s) will be honored if presented in person or by facsimile transmission on or before 4:00 o'clock pm Central Standard Time before the expiration date of this irrevocable letter of credit. If demand is presented before 10:00 a.m. Central Standard Time, funds must be received before 2:00 p.m. Central Standard Time the same day. If demand is presented after 10:00 a.m. Central Standard Time, funds must be received before 2:00 p.m. Central Standard Time the next business day. Funds may be received by wire transfer.

This Irrevocable Letter of Credit shall be governed by the laws of the State of Texas and venue for any disputes shall be in Williamson County, Texas.

Issuer shall provide written notification to the City of Georgetown, Texas, Attn: Assistant City Manager, 808 Martin Luther King Jr. St., Georgetown, Texas 78626, at least forty-five (45) calendar days prior to the expiration of this Irrevocable Letter of Credit as advice of the pending expiration.

It is a condition of this Irrevocable Letter of Credit that it shall be deemed automatically extended without amendment for a period of one (1) year from the present or any future Expiration Date.

ISSUER:

_____

(*Authorized Signature*)

By:_____

Name:_____

Title: _____

ANNEX B TO TRAFFIC SIGNAL FISCAL SECURITY DRAW CERTIFICATE

DATE:_____ **REF. NO.**_____

TO:
Issuer:
Name
Address 1
Address 2
City, State, Zip Code
Phone
Fax

FROM:
Beneficiary:
City of Georgetown, a Texas home rule municipality
Attn: Assistant City Manager
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

AT SIGHT, PAY TO THE ORDER OF THE CITY OF GEORGETOWN, TEXAS, _____ U.S. DOLLARS ($ _____) drawn under _____ (*name of issuer*) Irrevocable Standby Letter of Credit No. _____ dated _____ 20__.

BENEFICIARY

CITY OF GEORGETOWN, TEXAS

_____
(*Authorized Signature*)
By:_____
Name:_____
Title: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 20__ by _____, _____ of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

_____
Notary Public Signature

ANNEX C TO TRAFFIC SIGNAL FISCAL SECURITY
DRAW CERTIFICATE

DATE:_____ **LETTER OF CREDIT . NO.**_____

TO:
Issuer:
Name
Address 1
Address 2
City, State, Zip Code
Phone
Fax

FROM:
Beneficiary:
City of Georgetown, a Texas home rule municipality
Attn: Assistant City Manager
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

Ladies and Gentlemen:

The undersigned, as authorized representative of Beneficiary herby certifies to you with reference to Letter of Credit No. _____ that (*check applicable*):

☐ The Letter of Credit will expire in 45 days and is not being renewed or replaced; or

☐ Beneficiary has the right under the terms of the AGREEMENT to draw upon this Letter of Credit.

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 20__ by _____, _____ of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

_____
Notary Public Signature

FIRST AMENDMENT TO
DEVELOPMENT AND CONSTRUCTION AGREEMENT

(Heirloom)

This First Amendment to Development and Construction Agreement ("**First Amendment**") is by and between the CITY OF GEORGETOWN, a Texas home rule municipality (the "**City**"), GEORGETOWN INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas ("**GISD**"), Heirloom East Tx, LLC, a Delaware limited liability company ("**Heirloom East**"), HEIRLOOMTX, LLC, a Delaware limited liability company ("**Heirloom Tx**") and consented to by Heirloom1 Communities TX, LLC, a Delaware limited liability company ("**Heirloom Communities**"). Heirloom East and Heirloom Tx may be referred to collectively as "**Heirloom Owner**." GISD, Heirloom Communities, and Heirloom Owner may be referred to herein individually as an "**Owner**" or collectively as the "**Owners**"). The City, GISD, Heirloom Communities and Heirloom Owner are sometimes referred to collectively herein as the "**Parties**."

RECITALS

WHEREAS, on August 26, 2025, the City Council of the City took the following actions: (*1*) passed and approved Resolution No. 082625-6.M approving that certain "Construction and Development Agreement Heirloom" (the "**Original Agreement**") by and among the City, GISD, Heirloom East, and Heirloom Tx pertaining to the development of that certain land described and defined in the Original Agreement (the "**Property**"), recorded in the Official Public Records of Williamson County, Texas as Document No. 2026023941; (2) passed and approved Ordinance No. 2025-45 annexing the Property into the City limits and zoning the Property as a Planned Unit Development; and (*3*) passed and approved Resolution No. 082625-6.P, authorizing and approving creation of a Public Improvement District on the Property, recorded as Document No. 2025071911 in the Official Public Records of Williamson County, Texas.

WHEREAS, subsequent to the date of the Original Agreement, Heirloom Tx conveyed a portion of the Property to Heirloom Communities.

WHEREAS, the Original Agreement misstated the total acreage of the Property and needs to be updated to reflect that the total acreage of the Property is approximately 622 acres.

WHEREAS, Section 10.04.03 of the Original Agreement allowed the Heirloom Owner to choose to Complete the Primary Collector first and all at once, rather than in

three segments over time, and if the former, approved certain variances from the City's PID Policy to aid the Heirloom Owner in financing the upfront Completion of the Primary Collector.

WHEREAS, Heirloom Owner has requested that the variances to the City's PID Policy granted in Section 10.04.03 of the Original Agreement pertaining to upfront construction of the Primary Collector also apply to certain other public improvements that are to be Completed by Heirloom Owner simultaneously with Completion of the Primary Collector (collectively, the "**Primary Collector-Related Public Improvements**", defined herein).

WHEREAS, Heirloom Owner has also requested a waiver from the City's PID Policy Article III, Section 11, which states that, "If multi-family rental units are included within the proposed assessments, all of the multi-family assessments must be prepaid by either the developer or builder, and such assessments and prepayment amounts thereof shall be excluded any reimbursements to the developer, including from PID Bonds."

WHEREAS, the Appraisal Report has been completed, enabling the Parties to establish the fair market values of the Fire Station Site under Section 5.06.02 of the Original Agreement and the Williams Drive ROW under Section 6.08 of the Original Agreement.

WHEREAS, the City has approved a general depiction of a roundabout as alternative (non-signalized) traffic control improvement and desires to amend the definition of "Intersection Improvements" in the Original Agreement to reference the depiction.

WHEREAS, for the reasons described above, the Parties desire to enter into this First Amendment to amend the sections of the Original Agreement as set forth below.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1.01. **Amendment to Section 2.01.28.** Section 2.01.28 of the Original Agreement is hereby repealed in its entirety and replaced with the following:

2.01.28 *"GISD Property"* means that certain approximately 145 acres of land located in Williamson County, Texas which is more particularly described by metes and bounds on ***Exhibit "A-3"*** attached hereto."

1.02. **Amendment to Section 2.01.33.** Section 2.01.33 of the Original Agreement is hereby repealed in its entirety and replaced with the following:

2.01.28 "*Heirloom Property*" means that certain approximately 473 acres of land located in Williamson County, Texas which is more particularly described by metes and bounds on ***Exhibit A-1 and Exhibit A-2*** attached hereto.

1.03. **Amendment to Section 2.01.34** Section 2.01.37 of the Original Agreement is hereby repealed in its entirety and replaced with the following:

2.01.34 "*HOA Maintained Improvements/Areas*" means, collectively, the Private Drainage Facilities, the Parkland, the Parkland Improvements, and the Park Trails, and Landscaping Improvements in roadway medians, common areas, and other similar areas within the Property that are not owned by an End Buyer of a residential or commercial Lot.

1.04. **Amendment to Section 2.01.37.** Section 2.01.37 of the Original Agreement is hereby repealed in its entirety and replaced with the following:

2.01.37 "*Intersection Improvements*" means, collectively, those improvements required by the City, County, or TxDOT for the Intersections, which includes, without limitation, mast arms and traffic signals (including associated electrical and other equipment and appurtenances) or alternative (non-signalized) traffic control improvements if such are approved by the City (including roundabouts having the features depicted in ***Exhibit G*** attached to the First Amendment including having tinted and stamped concrete to identify the traffic circle and lanes, and a raised interior structure to prevent vehicular cut-throughs and assist drivers in yielding to traffic in the circle), land for dedicated turn lanes, land for dedicated bike lanes, lane and crosswalk striping or marking, ADA-compliant sidewalk ramps and pedestrian crossing signals, plus all other features, improvements, appurtenances, equipment, or facilities required by the Applicable Laws pertaining to traffic and pedestrian management and control at the Intersections.

1.05. **Amendment to Section 2.01.44.** Section 2.01.44 of the Original Agreement is hereby repealed in its entirety and replaced with the following:

2.01.44 "*Maintenance Agreement*" means one (1) or more agreements substantially in the form attached as ***Exhibit E*** to the First Amendment and related to maintenance in perpetuity of the HOA Maintained Improvements/Areas between the City, Heirloom Owner, and an HOA. The Maintenance Agreement shall also grant a license to the Heirloom Owner and/or the HOA, as applicable, to allow said party to enter onto City-owned areas (e.g., Parkland) to perform the maintenance obligations.

1.06. **Deletion of Sections 2.01.62, 2.01.63, and 2.01.64.** Sections 2.01.62, 2.01.63, and 2.01.64 of the Original Agreement, pertaining to segments of the Primary Collector, are hereby deleted in their entirety.

1.07. **Amendment to Add New Definitions to the Original Agreement:** The Original Agreement is hereby amended to include the following new defined terms:

2.01.84 "*Appraisal Report*" means that certain appraisal report dated May 11, 2026 prepared by Barletta & Associates, Inc. pertaining to the Property, which is on file with the City and which concludes that the current fair market value of the Property to be $132,420.00 per acre.

2.01.85 "*First Amendment Effective Date*" means the latest date accompanying the signatures of the duly authorized representatives of the Parties appearing on the First Amendment.

2.01.86 "*First PID Bond Issuance*" means the first in the series of PID Bonds, which must include, and must only include, bonds in an amount not to exceed the First PID Bond Issuance Amount, the proceeds of which are restricted to use for the Completion by Heirloom Owner of the Primary Collector and the Primary Collector-Related Improvements.

2.01.87 "*First PID Bond Issuance Amount*" means an amount not to exceed $20,895,000 which is the amount certified by the Engineer to be required for the Completion of the Primary Collector and the Primary Collector-Related Public Improvements per the PID Engineering Report, inclusive of bond issuance costs and deposit to the PID administrative fund as set forth in the Preliminary Service and Assessment Plan.

2.01.88 "*Landscaping Improvements*" means and includes all trees, shrubs, hedges, flowerbeds, turn, groundcover, irrigation systems, lighting, grading, hardscaping, and other natural or artificial landscape betterments.

2.01.89 "*PID Engineering Report*" means that certain report dated August 17, 2026 prepared and sealed by _____ of Gray Civil Inc., which is on file with the City.

2.01.90 "*Primary Collector-Related Public Improvements*" means the following public improvements, as each are more fully described in the PID Engineering Report: Street Improvements, Signalized Intersection Improvements, Wastewater Improvements, Water Improvements, Drainage Improvements, Erosion Control Improvements, Clearing and Grading Improvements, Soft Costs, and District Formation Costs.

1.08. **Amendment to Section 5.06.02 Fire Station**. Section 5.06.02 pertaining to Fire Station of the Original Agreement is hereby repealed and replaced with the following:

5.06.02 **Fire Station Site Conveyance**. Within twenty-one (21) days after the First Amendment Effective Date, Heirloom East agrees to provide to the City (i) a survey prepared by a registered professional land surveyor licensed to practice in the State of Texas for an approximately 3.0 acre portion of the Property situated in the southeast corner of the planned intersection of the Primary Collector and CR 248 (the "**Fire Station Site**") where generally depicted on the attached ***Exhibit H*** (to include a metes and bounds description and surveyor's sketch); (ii) a current title report and a preliminary title commitment for the Fire Station Site (prepared by a title company chosen by the City) showing only the standard pre-printed exceptions to title on the forms issued by the Texas Department of Insurance, with all liens and other monetary encumbrances removed or subordinated to the City and any non-monetary encumbrances approved in advance by the City Attorney; and (iii) a draft deed in a form approved by the City Attorney as evidenced by its signature thereon. Items (i) – (iii) shall collectively be referred to as the "**Fire Station Conveyance Documents**". The Parties agree that, the fair market value of the Fire Station Site will be the value per-acre set forth in the Appraisal Report. Closing of the conveyance of the Fire Station Site from Heirloom East to the City shall occur within 75 days after the date the Fire Station Conveyance Documents are provided to the City. If the Closing does not occur within said 75 day period, the value per-acre set forth in the Appraisal Report shall be void

and the City shall purchase the Fire Station Site for an amount not to exceed the then current fair market value as determined by a new appraisal performed by an independent, mutually acceptable, third-party certified professional appraiser, and the cost of the appraisal shall be shared equally by the City and Heirloom East.

1.09. **Amendment to Section 5.06.02 Hydrants.** Section 5.06.02 of the Original Agreement pertaining to Hydrants is hereby renumbered as Section 5.06.03.

1.10. **Amendment to Section 6.05.** Section 6.05 of the Original Agreement is hereby repealed in its entirety and replaced with the following:

6.05 Primary Collector. Heirloom Owner shall design and Complete, or cause to be designed and Completed, in accordance with the Applicable Laws and at no cost to the City, the Primary Collector as a roadway meeting the City's standards for a "major collector" roadway, as the term "major collector" is defined and described in the UDC. In addition, the following provisions shall apply:

6.05.01 If not conveyed at the time of construction plan approval, the first final plat application for the Property shall include (*a*) dedication to the City by the applicable Owner of the full right-of-way width (94 feet wide) for the Primary Collector, (*b*) dedication to the City by the applicable Owner of all land needed for the Primary Collector/Ronald Reagan Blvd. Intersection and the Primary Collector/Williams Drive Intersection, and (*c*) all easements, in Approved Form, for the Primary Collector-Related Public Improvements.

6.05.02 Construction plans for the Primary Collector must be submitted prior to an application for the first final plat of all or any portion of the Property, and must show Completion of the full cross section for a "major collector" roadway for the entire length of the Primary Collector (from its intersection with Ronald Reagan Blvd. to its intersection with Williams Drive) .

6.05.03 Applications for approval of the construction plans for the Primary Collector-Related Public Improvements must be submitted simultaneously with the construction plans for the Primary Collector.

1.11. **Amendment to Section 6.08.** Section 6.08 of the Original Agreement is hereby repealed and replaced with the following:

6.08 **Williams Drive ROW Conveyance**. Within twenty-one (21) days after the First Amendment Effective Date, Heirloom East and GISD (each a "**Conveying Party**") each agree to provide to the City (i) a survey prepared by a registered professional land surveyor licensed to practice in the State of Texas for a strip of land thirty-five feet wide alongside and bordering the west side of Williams Drive (the "**Williams Drive ROW**") for the length of their respective portions of the relevant Heirloom Property and the GISD Property (to include a metes and bounds description and surveyor's sketch); (ii) a current title report and a preliminary title commitment (prepared by a title company chosen by the City) showing only the standard pre-printed exceptions to title on the forms issued by the Texas Department of Insurance, with all liens and other monetary encumbrances removed or subordinated to the City and any non-monetary encumbrances approved in advance by the City Attorney; and (iii) a draft deed in a form approved by the City Attorney as evidenced by its signature thereon. Items (i) – (iii) shall collectively be referred to as the "**Williams Drive ROW Conveyance Documents**". The Parties agree that the fair market value of the Williams Drive ROW will be the value per-acre set forth in the Appraisal Report. Closing of the conveyances of the Williams Drive from the relevant Conveying Party to the City shall occur within 75 days after the date the Williams Drive ROW Conveyance Documents are provided to the City. Per the terms of this Agreement and the City's Interlocal Agreement with GISD, GISD's portion of the ROW shall be dedicated at no cost to the City as the future improvements to this portion of Williams Drive will directly benefit the GISD property. If the Closing does not occur within said 75 day period, the value per-acre set forth in the Appraisal Report shall be void and the City shall purchase the Willaims Drive ROW for an amount not to exceed the then current fair market value as determined by a new appraisal performed by an independent, mutually acceptable, third-party certified professional appraiser, and the cost of the appraisal shall be shared equally by the City and Heirloom East.

1.12. **Amendment to Section 6.10.02 and Section 6.10.03.** The following subsections of Section 6.10 of the Original Agreement are hereby repealed in their entirety and replaced with the following:

6.10.02 Primary Collector/CR 248 Intersection. Heirloom Owner shall Complete all Intersection Improvements related to the Primary Collector/CR 248 Intersection as specified and required by the City not later than the date of Completion of the Primary Collector and as a condition of the City's acceptance of the Primary Collector for ownership and maintenance. The City agrees that a roundabout constructed consistently with the depiction on ***Exhibit G*** attached to the First Amendment will suffice as traffic control for this intersection and Heirloom Owner agrees to include such roundabout in the construction plans for the Primary Collector. If the roundabout is Completed as required by this Agreement, the City agrees that the Warrant Study and Traffic Signalization requirements in **Section 6.11** will not apply to this intersection.

6.10.03 Primary Collector/Williams Drive Intersection. Heirloom Owner shall Complete all Intersection Improvements specified and required by the City, the County, or TxDOT to control traffic traveling to or from the Primary Collector via Williams Drive not later than the date of Completion of the Primary Collector and as a condition of the City's acceptance of the Primary Collector for ownership and maintenance. If the intersection is to be owned and controlled by the City, the City shall provide Heirloom Owner with the specifications and requirements for Intersection Improvements during construction plan review for the Primary Collector. If the intersection is to be owned and controlled by the County or TxDOT, Heirloom Owner shall provide the City with written documentation describing the Intersection Improvements prepared and signed by a duly authorized representative of the County or TxDOT, as applicable, with the construction plans for the Primary Collector.

1.13. **Amendment to Section 10.04.03.** Section 10.04.03 of the Original Agreement is hereby repealed in its entirety and replaced with the following:

Sec. 10.04.03. Variances from the City's PID Policy.

(a) In consideration for Heirloom Owner's agreement to construct the entire length of the Primary Collector (from its intersection with Ronald Reagan Blvd. to its intersection with Williams Drive) as a condition of the City's approval of the first final plat for any portion of the Property, the City Council hereby approves variances from 2018 PID Policy Article V, Section 1 and Section 10 for the First PID Bond Issuance to allow (x) the minimum appraised value to lien ratio at the date of said first PID bond issuance to be 2:1 (rather than 4:1 per 2018 PID Policy Article V, Section 1) and (y)

disbursement of proceeds of the First PID Bond Issuance for the Completion of the Primary Collector and the Primary Collector-Related Public Improvements prior to Completion of the Primary Collector and the Primary Collector-Related Public Improvements (rather than after Completion per 2018 PID Policy Article V, Section 10). Notwithstanding the generality of the foregoing sentences, Heirloom Owner understands and agrees that the City Council will condition its consent on inclusion in the PID Documents of special conditions including, for example, the following: (a) Heirloom Owner's evidence of financial security to fund the Completion of the Primary Collector and the Primary Collector-Related Public Improvements (prior to any use of PID assessments or PID bond proceeds) in the amount of the difference between the City-approved Engineer's cost estimate for Completion of the entire length of the Primary Collector and all of the Primary-Collector Related Public Improvements, and the amount of proceeds generated by the First PID Bond Issuance, which form of fiscal security shall be in cash or such other form of security acceptable to the City pursuant to the PID Documents; (b) terms and conditions regarding Completion of the Primary Collector and the Primary Collector-Related Public Improvements and disbursement of PID bond proceeds acceptable to the City; and (c) other conditions deemed advisable or necessary by the City in its sole discretion. Any waivers or variances from 2018 PID Policy Article V, Section 1 and Section 10 for the first PID bond issuance to accommodate construction of the Primary Collector and the Primary Collector-Related Public Improvements, shall not constitute City Council consent to granting any variances or waivers from the 2018 PID Policy Article V, Section 1 and Section 10 for any subsequent PID bond issuances or for any other reasons.

(b) If multi-family rental units are included within proposed Assessments, the Assessments shall not be required to be prepaid (rather than required to be prepaid by either the Developer or the builder per the City's PID Policy Article III, Section 11). In lieu of prepayment, the following restrictions, limitations, and conditions related to Assessments on multi-family rental units shall apply: PID Bonds secured by Assessments on multi-family rental units shall not be issued unless and until (i) the Developer has Completed construction of the Authorized Improvements (as that term is defined in the PID Act) that pertain to the applicable Improvement Area in accordance with all terms and conditions of the Development Agreement; (ii) the Developer has secured, or caused to be secured, all building permits needed for construction of multi-family residential units in the applicable

Improvement Area; and (iii) Developer is not in default under the PID Financing Agreement.

1.14. **Updated Exhibits and Amendment to Section 13.01.** Exhibit E is repealed and replaced with the corrected exhibit attached to this First Amendment; new, Exhibit G and Exhibit H attached to this First Amendment are added, and the Exhibit List in Section 13.01 is hereby amended to provide as follows:

Designation	Description	Location
Exhibit A-1	Heirloom Tx Property Description	First Amendment
Exhibit A-2	Heirloom East Property Description	First Amendment
Exhibit A-3	GISD Property Description	First Amendment
Exhibit B-1	Additional Land Development Standards	Original Agreement
Exhibit B-2	Additional Land Development Checklist	Original Agreement
Exhibit C	Conceptual Transportation Plan	Original Agreement
Exhibit D	Conceptual Water and Wastewater Plan	Original Agreement
Exhibit E	Form of Maintenance Agreement	First Amendment
Exhibit F	Form of Fiscal Security	Original Agreement
Exhibit G	Roundabout -- Pictorial Depiction	First Amendment
Exhibit H	Fire Station Site – General Location Map	First Amendment

1.15. **Effect of Recitals.** The Parties agree that the Recitals in this First Amendment are true and correct.

1.16. **Defined Terms.** Unless amended by this First Amendment, capitalized terms used in this First Amendment that are not otherwise defined in this First Amendment shall have the meanings set forth in the Original Agreement.

1.17. **Counterparts.** This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which, taken together, shall constitute one and the same instrument. The signature of any party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof.

1.18. **Effective Date:** This First Amendment will become effective on the latest date accompanying the signature lines of duly authorized representatives of the Parties appearing below.

1.19. **Recording.** This First Amendment will be recorded in the Official Records of Williamson County, Texas by Heirloom Owner at Heirloom Owner's expense.

[*The remainder of this page is intentionally left blank. Signature pages and acknowledgements follow on separate pages.*]

CITY: **CITY OF GEORGETOWN, TEXAS**

By: _____
Josh Schroeder, Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

(seal)

_____
Notary Public Signature

OWNER: **HEIRLOOMTX, LLC**, a Delaware limited liability company

By: _____
Name: Daniel A. Traylor
Title: Manager
Date: _____

ACKNOWLEDGEMENT

STATE OF INDIANA §
§
COUNTY OF VANDERBURGH §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Daniel A. Traylor, Manager of HEIRLOOMTX, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal)

_____
Notary Public Signature

OWNER: **HEIRLOOM EAST TX, LLC**, a Delaware limited liability company

By: _____
Name: Daniel A. Traylor
Title: Manager
Date: _____

ACKNOWLEDGEMENT

STATE OF INDIANA §
§
COUNTY OF VANDERBURGH §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Daniel A. Traylor, Manager of HEIRLOOM EAST TX, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal)

_____
Notary Public Signature

HEREBY CONSENTED TO BY:

OWNER: **HEIRLOOM1 COMMUNITIES TX, LLC**, a Delaware limited liability company

By: **CH II HEIRLOOM 1 COMMUNITIES TX, LLC**, a Delaware limited liability company

By: _____
Name: Daniel A. Traylor
Title: Governing Person
Date: _____

ACKNOWLEDGEMENT

STATE OF INDIANA §
§
COUNTY OF VANDERBURGH §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Daniel A. Traylor, Governing Person for CH II Heirloom 1 Communities TX, LLC, a Delaware limited liability company, Manager of HEIRLOOM1 COMMUNITIES TX, LLC, a Delaware limited liability company, on behalf of HEIRLOOM1 COMMUNITIES TX, LLC.

(seal)

_____

Notary Public Signature

OWNER: **GEORGETOWN INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas**

By: _____
Name: Devin Padavil
Title: Superintendent
Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Dr. Devin Padavil, Superintendent of Georgetown Independent School District, a political subdivision of the State of Texas, on behalf of said entity.

(seal)

_____
Notary Public Signature

EXHIBIT A-1

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

361.943 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 361.943 ACRES (APPROXIMATELY 15,766,246 SQ. FT.) IN THE CHARLES H. DELANEY SURVEY NO.11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 362.01 ACRE TRACT CONVEYED TO GVM III, LLC IN A SPECIAL WARRANTY DEED DATED JANUARY 30, 2019 AND RECORDED IN DOCUMENT NO. 2019009671 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 361.943 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of Ronald Reagan Boulevard (right-of-way width varies) as described in Document No. 2006073735 of the Official Public Records of Williamson County, Texas, being the southernmost southeast corner of the said 362.01 acre tract, being also the southwest corner of Lot 5, Block F, Wade Crossing Phase 1, a subdivision recorded in Cabinet T, Slide 61 of the Plat Records of Williamson County, Texas;

THENCE with the north right-of-way line of Ronald Reagan Boulevard and the south line of the said 362.01 acre tract, the following thirteen (13) courses and distances:

1. South 64°21'56" West, a distance of 61.85 feet to a 1/2" rebar with "RPLS 5784" cap found;

2. With a curve to the left, having a radius of 8650.00 feet, a delta angle of 04°26'04", an arc length of 669.48 feet, and a chord which bears South 62°20'34" West, a distance of 669.31 feet to a 1/2" rebar with "PBSJ" cap found;

3. North 30°06'18" West, a distance of 9.99 feet to a 1/2" rebar with "PBSJ" cap found;

4. With a curve to the left, having a radius of 8670.00 feet, a delta angle of 01°28'05", an arc length of 222.14 feet, and a chord which bears South 59°23'20" West, a distance of 222.14 feet to a 1/2" rebar with "RPLS 5784" cap found;

5. South 58°39'00" West, a distance of 254.37 feet to a 1/2" rebar with "PBSJ" cap found;

6. North 31°40'32" West, a distance of 9.94 feet to a 1/2" rebar with "PBSJ" cap found;

7. South 58°39'01" West, a distance of 1518.07 feet to a 1/2" rebar with "PBSJ" cap found;

8. South 31°34'30" East, a distance of 20.03 feet to a 1/2" rebar with "PBSJ" cap found;

9. South 58°39'20" West, a distance of 1706.47 feet to a 1/2" rebar with "PBSJ" cap found;

10. North 32°01'03" West, a distance of 9.97 feet to a 1/2" rebar with "PBSJ" cap found;

11. South 58°40'41" West, a distance of 382.01 feet to a 1/2" rebar with "PBSJ" cap found;

12. South 31°19'19" East, a distance of 10.14 feet a cotton spindle "Early Boundary" washer set;

13. South 58°40'41" West, a distance of 42.16 feet to a 1/2" rebar with "PBSJ" cap found for the southwest corner of said 362.01 acre tract, being the southeast corner of a 523.521 acre tract described in Document No. 2022010857 of the Official Public Records of Williamson County, Texas;

THENCE with the west line of said 362.01 acre tract and the east line of said 523.521 acre tract, the following six (6) courses and distances:

1. North 20°51'09" West, a distance of 1031.61 feet to a 1/2" rebar found in the west side of a live oak tree;

2. North 27°20'27" West, a distance of 238.87 feet to a 1/2" rebar with illegible cap found;

3. North 20°43'00" West, a distance of 451.23 feet to a 1/2" rebar with illegible cap found;

4. North 20°44'15" West, a distance of 766.10 feet to a 1/2" rebar with illegible cap found;

5. North 64°38'15" East, a distance of 15.94 feet to 1/2" rebar found;

6. North 21°03'54" West, a distance of 2128.29 feet to a 1/2" rebar with "RPLS 5784" cap found for the northwest corner of said 362.01 acre tract;

THENCE North 68°43'41" East, with the north line of the 362.01 acre tract and the south line of the 523.521 acre tract, passing a 1/2" rebar with "Bury" cap found at a distance of 729.11 feet and continuing for a total distance of 3065.64 feet to a 1/2" rebar found in the southwest right-of-way line of County Road 248, being the northeast corner of the said 362.01 acre tract, being the easternmost corner of the said 523.521 acre tract;

THENCE with the west right-of-way line of County Road 248 and the east line of the said 362.01 acre tract, the following five (5) courses and distances:

1. South 64°44'40" East, a distance of 923.60 feet to a 1/2" rebar found;

2. South 40°32'58" East, a distance of 91.06 feet to a 1/2" rebar found;

3. South 15°30'30" East, a distance of 728.47 feet to a 6" x 6" square metal fence post;

4. South 38°36'41" East, a distance of 440.03 feet to a 1/2" rebar found;

5. South 60°43'49" East, a distance of 359.07 feet to a 1/2" rebar in concrete found for a southeast corner of the said 362.01 acre tract, being an angle point in the north line of Lot 36, Block F, of said Wade Crossing Phase 1, from which a 1/2" rebar found for angle point in the south right-of-way line of County Road 248, being the northeast corner of Lot 36, bears North 14°44'57" East, a distance of 21.45 feet;

THENCE with the common line of the said 362.01 acre tract, said Wade Crossing Phase 1 and Wade Crossing Phase II, a subdivision recorded in Cabinet V, Slide 227 of the Plat Records of Williamson County, Texas, the following ten (10) courses and distances:

1. South 68°42'08" West, a distance of 700.14 feet to a 1/2" rebar with "Diamond" cap found for the northwest corner of said Lot 36, Block F, of said Wade Crossing Phase 1;

2. South 21°17'04" East, a distance of 160.18 feet to a 1/2" rebar found for the southwest corner of said Lot 36, being the northwest corner of Lot 32, Block F, of said Wade Crossing Phase II;

3. South 21°02'35" East, a distance of 157.37 feet to a 1/2" rebar with illegible cap found for the northwest corner of Lot 31, Block F, of said Wade Crossing Phase II;

4. South 21°13'20" East, a distance of 231.14 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 31, being the northwest corner of Lot 30, Block F, of said of said Wade Crossing Phase II;

5. South 21°10'18" East, a distance of 244.21 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 30, being the northwest corner of Lot 29, Block F, of said Wade Crossing Phase II;

6. South 21°13'23" East, a distance of 296.63 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 29;

7. South 21°15'05" East, a distance of 130.36 feet to a mag nail in concrete found for the southwest corner of Lot 28, Block F, of said Wade Crossing Phase II, from which a 1/2" rebar found, bears North 13°10'21" East, a distance of 0.72 feet;

8. North 69°15'03" East, a distance of 249.83 feet to a 1/2" rebar with illegible cap found for the southeast corner of said Lot 28, being the southwest corner of Lot 27, Block F, of said Wade Crossing Phase II;

9. North 69°12'00" East, a distance of 1231.49 feet to a 1/2" rebar found for the southeast corner of Lot 9, Block F, of said Wade Crossing Phase II;

10. South 17°40'36" East, a distance of 407.67 feet to the **POINT OF BEGINNING**, containing an area of 361.943 acres, more or less.

Surveyed on the ground on March 30, 2023

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE

3/31/23

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

EXHIBIT A-2

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

112.041 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 112.041 ACRES (APPROXIMATELY 4,880,523 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 112.041 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the south line of said 113.5 acre tract, same being the south line of said Lot 5, being also in the north line of a 50 acre tract described in Volume 353, Page 94 of the Deed Records of Williamson County, Texas;

THENCE South 69°10'58" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said 50 acre tract, a distance of 374.52 feet to a 1/2" rebar with "Steger Bizzell" cap found for the northernmost northeast corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas;

THENCE South 69°08'50" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, a distance of 1407.11 feet to a 1/2" rebar found;

THENCE South 69°20'01" West, continuing with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, passing

at a distance of 1659.17 feet a 1/2” rebar with “Steger Bizzell” cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of said Lot 1, also being the northeast corner of a 1.43 acre right-of-way dedication shown on said G.I.S.D. West Side subdivision, passing at an additional distance of 23.47 feet a 1/2” rebar with “Steger Bizzell” cap found for the northwest corner of said 1.43 acre right-of-way dedication and continuing, in all, a total distance of 1730.44 feet to a calculated point in the center of the existing pavement of County Road 248;

THENCE with the centerline of the existing pavement of County Road 248, as approximated by the following courses and distances:

1. North 65°57'11" West, a distance of 456.27 feet to a calculated point;
2. North 67°52'24" West, a distance of 1147.05 feet to a calculated point;
3. North 60°21'36" West, a distance of 78.43 feet to a calculated point for the northwest corner of said 113.5 acre tract, being in the north line of said Lot 5;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, a distance of 45.32 feet to a bent 1/2” rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, also being the southwest corner of Block B of said West Ridge Subdivision Section One;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, and the south line of said Block B, West Ridge Subdivision Section One, and Block B, West Ridge Subdivision Section Two, a subdivision of record in Cabinet Q, Slide 82, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Three, a subdivision of record in Cabinet Q, Slide 84, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Four, a subdivision of record in Cabinet Q, Slide 311, of the Plat Records of Williamson County, Texas, a distance of 4632.80 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, being the southwest corner of a 20’ right-of-way dedication shown on said West Ridge Subdivision Section Four;

THENCE North 68°39'29" East, with the right-of-way line of Ranch Road 2338 and the north line of said 113.5 acre tract, same being the north line of said Lot 5, passing at a distance of 18.99 feet to 1/2” rebar found, and continuing, in all, a total distance of 20.00 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, from which:

- a concrete highway monument found for a point of tangency in the west right-of way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 1814.24 feet,

- a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 63.67 feet, and North 67°45'34" East, a distance of 80.00 feet;

THENCE crossing said 113.5 acre tract with the west right-of-way line of Ranch Road 2338, the following courses and distances:

1. South 22°14'26" East, a distance of 962.43 feet to a calculated point for a point of curvature, from which a disturbed concrete highway monument found, bears South 67°45'34" West, a distance of 1.30 feet;

2. With a curve to the right, having a radius of 11419.16 feet, a delta angle of 01°14'47", an arc length of 248.41 feet, and a chord which bears South 21°33'43" East, a distance of 248.40 feet to the **POINT OF BEGINNING**, containing an area of 112.271 acres, for a net acreage of 112.041 acres of land, more or less, *of which approximately 1.375 acres lies between the fence and the center of the existing pavement of County Road 248.*

SAVE AND EXCEPT TRACT

A DESCRIPTION OF 10,000 SQ. FT. IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10,000 SQ. FT. MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, being the southwest corner of Lot 4, Block B of the said West Ridge Subdivision Section One, being also in the north line of the said 113.5 acre tract;

THENCE South 67°22'36" East, crossing the said 113.5 acre tract, a distance of 1307.76 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found for **THE POINT OF BEGINNING**, being the apparent west corner of the said 10,000 sq. ft. tract;

THENCE continuing across the said 113.5 acre tract with the apparent perimeter of the said 10,000 sq. ft. tract, the following courses and distances:

1. North 22°37'24" East, a distance of 100.00 feet to a calculated point;

2. South 67°22'36" East, a distance of 100.00 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found;

3. South 22°37'24" West, a distance of 100.00 feet to a calculated point, from which a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, being the northeast corner of a 1.43 acre right-of-way dedication shown on the said G.I.S.D. West Side subdivision, also being in the south line of the said 113.5 acre tract bears, South 68°38'13" East, a distance of 292.54 feet;

4. North 67°22'36" West, a distance of 100.00 feet the **POINT OF BEGINNING**, containing 10,000 sq. ft., more or less.

Surveyed on the ground on December 30, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE-125 AC

01/02/2025

John L. Briley Date
Registered Professional Land Surveyor
State of Texas No. 7070

EXHIBIT A-3

GISD Property
[See next 8 pages]

BEING 98.38 acres of land, situated in the Charles H. Delaney Survey, Abstract No. 181, in Williamson County, Texas, said land being a portion of that certain tract of land, called 132.42 acres, as conveyed to Willrae Partners I, Ltd. by deed recorded as Document No. 2004067447 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of December, 2005, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the west line of Farm to Market Highway No. 2338, marking the most easterly Northeast corner of the above-referenced Willrae Partners I, Ltd. tract, being the occupied Southeast corner of that certain tract of land, called 50 acres, as conveyed to Emzie Lee Fisher and wife, Elzora Fisher, by deed as recorded in Volume 353, Page 94, of the Deed Records of Williamson County, Texas, for the most easterly Northeast corner hereof;

THENCE, along the said west line of F.M. Highway No. 2338, being an easterly line of the said Willrae Partners I, Ltd. tract, S 20° 59' 45" E, 140.01 feet to an iron pin set for the most northerly Southeast corner hereof;

THENCE, S 69° 36' 15" W, 565.00 feet to an iron pin set for an interior corner hereof;

THENCE, S 24° 18' 15" W, 260.32 feet to an iron pin set for an interior corner hereof;

THENCE, S 20° 59' 45" E, 815.00 feet to an iron pin set; and S 25° 10' 15" E, 944.38 feet to an iron pin set on the north line of County Road No. 248, being the south line of the said Willrae Partners I, Ltd. tract, for the most southerly Southeast corner hereof;

THENCE, along the north and east line of County Road No. 248, being the south and west line of the said Willrae Partners I, Ltd. tract, as follows; N 86° 19' 30" W, 26.23 feet to an iron pin found; N 82° 15' 30" W, 120.16 feet to an iron pin found; N 69° 37' 30" W, 134.82 feet, to an iron pin found; N 65° 08' W, 230.89 feet to an iron pin found; N 68° 34' W, 207.37 feet to an iron pin found at a 10" Hackberry; N 72° 09' 30" W, 270.16 feet to an iron pin found at an 8" Hackberry; N 82° 40' 45" W, 414.51 feet to an iron pin found; N 87° 18' 30" W, 789.19 feet to an iron pin found at a 4" Live Oak; N 77° 36' W, 53.97 feet to an iron pin found; N 63° 23' 15" W, 279.77 feet to an iron pin found; N 51° 54' 15" W, 77.46 feet to an iron pin found; N 38° 08' 30" W, 259.64 feet to an iron pin found at an 8" Live Oak; N 31° 52' 15" W, 64.78 feet to an iron pin found; N 19° 53' W, 223.39 feet to an iron pin found; N 12° 48' 45" W, 198.09 feet to an iron pin found at an 8" Live Oak; N 15° 03' 15" W, 314.92 feet to an iron pin found; N 33° 51' 15" W, 73.71 feet to an iron pin found; N 44° 52' W, 48.30 feet to an iron pin found; N 57° 54' 30" W, 66.91 feet to an iron pin found; N 64° 39' W, 447.55 feet to an iron pin found and N 65° 09' W, 371.07 feet to an iron pin found for the Northwest corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of that certain tract of land, called 113.50 acres, as conveyed to Emzie Lee Fisher by deed as recorded in Volume 756, Page 287, of the Deed Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, along the south line of the said 113.50 acre Fisher tract, N 69° 20’ E, 1,682.59 feet to an iron pin found marking the most northerly Northeast corner of the said Willrae Partners I, Ltd. tract, for the most northerly Northeast corner hereof;

THENCE, with a fence, along an easterly line of the said Willrae Partners I, Ltd. tract, being the west line of the said 50 acre Fisher tract, as follows; S 14° 54’ 15” E, 295.09 feet to a 40d nail found; S 14° 07’ 45” E, 185.57 feet to a 40d nail found at a railroad tie post; S 18° 39’ 15” E, 80.97 feet to a 40d nail found; S 20° 00’ 45” E, 64.09 feet to a 40d nail found; S 21° 35’ 45” E, 106.19 feet to a 40d nail found at a 32” Live Oak; S 20° 29’ E, 280.39 feet to a 40d nail found and S 20° 59’ 45” E, 141.06 feet to an iron pin found marking an interior corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of the said 50 acre Fisher tract, for an interior corner hereof;

THENCE, N 69° 36’ 15” E, 1,841.06 feet to the Place of BEGINNING and containing 98.38 acres of land.

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

1.633 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 1.633 ACRES (APPROXIMATELY 71,135 SQ. FT.), IN THE CHARLES H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 1.63 ACRE TRACT CONVEYED TO GEORGETOWN INDEPENDENT SCHOOL DISTRICT IN A SPECIAL WARRANTY DEED DATED MARCH 9, 2023 AND RECORDED IN DOCUMENT NO. 2023018425 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.633 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2” rebar with “Steger Bizzell” cap found in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, being the northeast corner of the said 1.63 acre tract, being also in the east line of a 34.124 acre tract described in Document No. 2016000533 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with “Steger Bizzell” cap found for an angle point in the west right-of-way line of Ranch Road 2338, for the northeast corner of the said 34.124 acre tract bears North 20°59'36" West, a distance of 735.82 feet;

THENCE South 20°59'36" East, with the west right-of-way line of Ranch Road 2338 and the east line of the said 1.63 acre tract, a distance of 144.06 feet to a calculated point for the southeast corner of the said 1.63 acre tract being the northeast corner of a 23.7011 acre tract described in Document No. 2025102042 of the Official Public Records of Williamson County, Texas, from which,

- a 1/2" rebar found bears South 38°00'01" West, a distance of 0.36 feet, and
- a 1/2” rebar with “PBS&J” cap found for an angle point in the west right-of-way line of Ranch Road 2338 and the east line of the said 23.7011 acre tract bears South 20°59'36" East, a distance of 158.27 feet;

THENCE with the south line of the said 1.63 acre tract and the north line of the said 23.7011 acre tract, the following courses and distances:

1. North 66°02'36" West, a distance of 35.50 feet to a 1/2” rebar with “Steger Bizzell” cap found;

2. South 69°58'28" West, a distance of 724.95 feet 1/2” rebar with “Steger Bizzell” cap found for the southwest corner of the said 1.63 acre tract, being the northwest corner of the said 23.7011 acre tract, being also in the east line of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with illegible cap found for an angle point in the east line of said Lot 1 and the west line of the said 23.7011 acre tract bears South 20°59'26" East, a distance of 149.73 feet;

THENCE North 20°59'26" West, with the west line of the said 1.63 acre tract and the east line of said Lot 1, a distance of 94.01 feet to a 1/2” rebar with illegible cap found for the northwest corner of the said 1.63 acre tract, from which a 1/2" rebar with illegible cap found for an angle point in the east line of said Lot 1 and the west line of the said 34.124 acre tract bears North 20°59'26" West, a distance of 571.26 feet;

THENCE crossing the 34.124 acre tract with the north line of the said 1.63 acre tract, the following courses and distances:

1. North 69°58'28" East, a distance of 725.02 feet to a 1/2” rebar with “Steger Bizzell” cap found;

2. North 24°06'28" East, a distance of 35.37 feet to the **POINT OF BEGINNING**, containing 1.633 acres, more or less.

Surveyed on the ground on March 2, 2026.

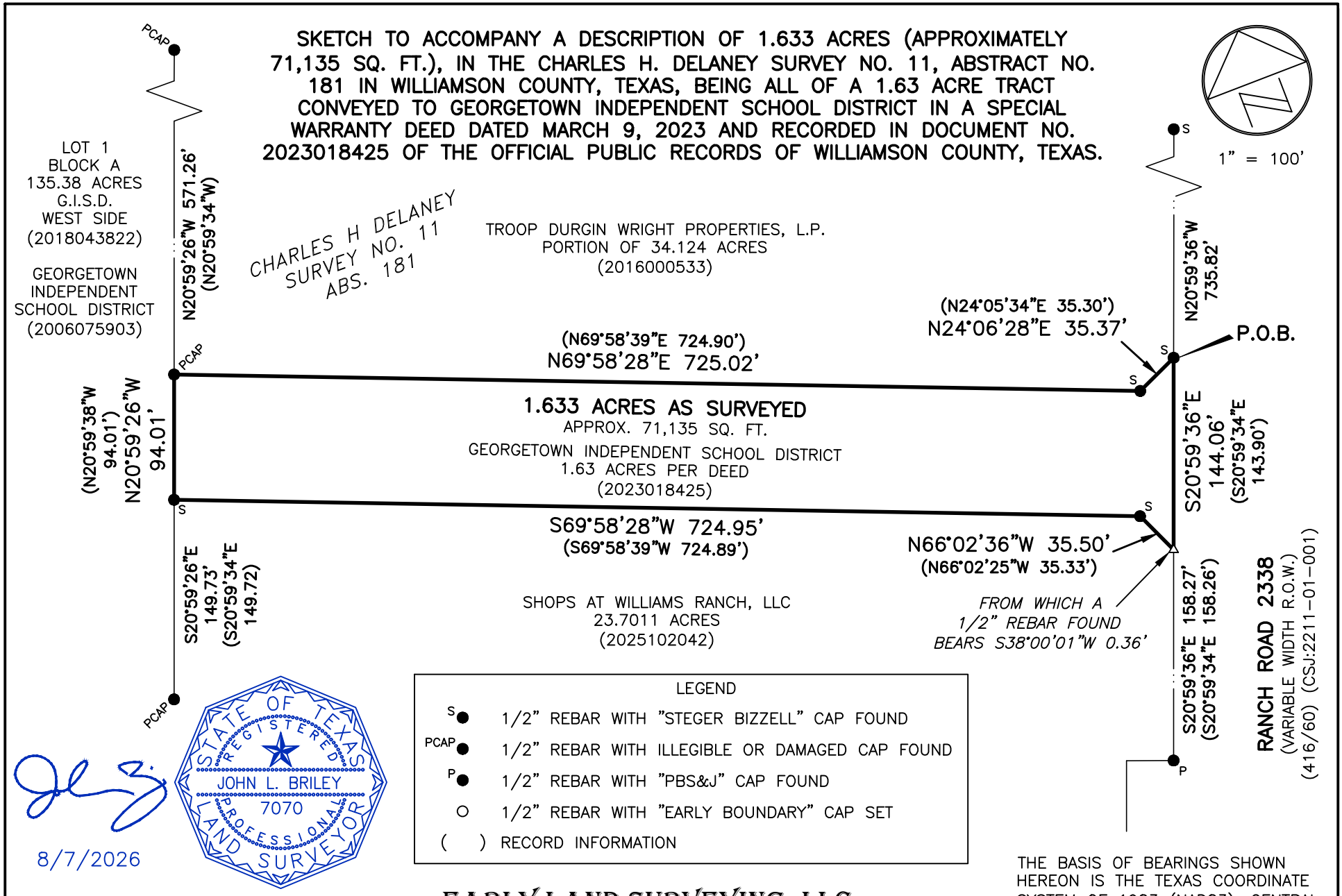
Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-EAST ROW2

08/07/2026

John L. Briley Date
Registered Professional Land Surveyor
State of Texas No. 7070

SKETCH TO ACCOMPANY A DESCRIPTION OF 1.633 ACRES (APPROXIMATELY 71,135 SQ. FT.), IN THE CHARLES H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 1.63 ACRE TRACT CONVEYED TO GEORGETOWN INDEPENDENT SCHOOL DISTRICT IN A SPECIAL WARRANTY DEED DATED MARCH 9, 2023 AND RECORDED IN DOCUMENT NO. 2023018425 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



LEGEND	
S●	1/2" REBAR WITH "STEGER BIZZELL" CAP FOUND
PCAP●	1/2" REBAR WITH ILLEGIBLE OR DAMAGED CAP FOUND
P●	1/2" REBAR WITH "PBS&J" CAP FOUND
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
( )	RECORD INFORMATION

STATE OF TEXAS
REGISTERED
JOHN L. BRILEY
7070
PROFESSIONAL
LAND SURVEYOR

8/7/2026

DATE OF SURVEY: 02/26/26
PLOT DATE: 8/7/26
DRAWING NO.: 1093-002-EAST ROW2
DRAWN BY: JLB
SHEET 1 OF 1

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1093-002-EAST ROW2

DESCRIPTION OF

DESCRIPTION OF A 38.53 ACRE TRACT OF LAND LOCATED IN THE C.H. DILANEY SURVEY, ABSTRACT 181, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 50 ACRE TRACT OF LAND CONVEYED TO EMZIE LEE FISHER, ET UX, BY WARRANTY DEED OF RECORD IN VOLUME 354, PAGE 94, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 38.53 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found on the west right-of-way line of RM 2338, also known as Williams Drive, an 80.00 foot wide roadway, as dedicated in Volume 416, Page 60, said Deed Records, at its intersection with the south line of said 50 acre tract of land, for the eastern most northeast corner of that certain 98.38 acre tract of land conveyed to the Georgetown Independent School District by Warranty Deed of record in Document No. 2006075903, of the Official Public Records of Williamson County, Texas, from which point a 1/2 inch iron rod with cap stamped "5784" found on said west right-of-way line of RM 2338, for the eastern most southeast corner of said 98.38 ac tract of land, same point being the northeast corner of that certain 34.124 acre tract of land conveyed to Troop Durgin Wright Properties, LP, by Special Warranty Deed of record in Document No. 2016000533, said Official Public Records bears South 21°01'00" East, with said right-of-way, a distance of 139.94 feet;

THENCE, South 69°36'44" West, with said south line of the 50 acre tract, same line being a north line of said 98.38 acre tract, a distance of 374.52 feet to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, South 69°36'44" West, continuing with the common line of the 50 acre tract and the 98.38 acre tract, a distance of 1466.64 feet, to a 1/2 inch iron rod found for the southwest corner of said 50 acre tract, same point being an interior corner of said 98.38 acre tract of land, and for the southwest corner of the herein described tract;

THENCE, with the west line of said 50 acre tract, same line being an east line of said 98.38 acre tract, the following seven (7) courses and distances:

1. North 20°59'16" West, a distance of 141.06 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
2. North 20°29'49" West, a distance of 280.19 feet to a 40d nail in a fence post found;
3. North 21°33'45" West, a distance of 106.02 feet, to a 40d nail in a fence post found;
4. North 20°04'23" West, a distance of 64.17 feet, to a 40d nail in a fence post found;

5. North 18°37'34" West, a distance of 80.98 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
6. North 14°06'04" West, a distance of 185.59 feet, to a 40d nail in a fence post found;
7. North 14°53'55" West, a distance of 295.09 feet, to a 1/2 inch iron rod found on the south line of that certain 113.5 acre tract of land conveyed to Emzie Lee Fisher by deed of record in Volume 756, Page 287, said Deed Records, for the northwest corner of said 50 acre tract, same point being the northern most northeast corner of said 98.38 acre tract of land, and for the northwest corner of the herein described tract;

THENCE, North 69°09'19" East, with the north line of said 50 acre tract, same line being said south line of the 113.5 acre tract of land, a distance of 1407.10 feet, to a /2 inch iron rod with cap stamped "STEGER BIZZELL" set for the northeast corner of the herein described tract, from which point a Texas Department of Transportation concrete monument with brass disc (TxDOT Type II) found on said west right-of-way line of RM 2338, bears North 69°09'19" East, a distance of 374.50 feet;

THENCE, South 20°59'55" East, severing said 50 acre tract, a distance of 1161.85 feet, to the **POINT OF BEGINNING**, and containing 38.53 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00015.

The forgoing metes and bounds description and survey on which it is based is accompanied by and a part of survey map of the subject tract.

I certify that this description was prepared from a survey made on the ground in/on June and July 2017, under my supervision.

Steger & Bizzell Engineering Inc.

07/05/2017

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

P:\22000-22999\22534-GISD_Fisher\Survey Data\Descriptions\22534-m&b-GISD Fisher Tract.docx

STEGER BIZZELL
1978 S. Austin Ave
Georgetown, TX 78626

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

10.001 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 10.001 ACRES (APPROXIMATELY 435,639 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 50 ACRE TRACT CONVEYED TO EMZIE AND ELZORA FISHER IN A WARRANTY DEED DATED NOVEMBER 5, 1948 AND RECORDED IN VOLUME 353, PAGE 94 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.001 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the north line of said 50 acre tract, also being in the south line of a 113.5 acre tract described in Volume 756, Page 287 of the Deed Records of Williamson County, Texas, same being the south line of Lot 5 of M.C. Hamilton's Subdivision, a subdivision of record in Volume 27, Page 137 of the Deed Records of Williamson County, Texas, from which a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 69°31'35" East, a distance of 80.00 feet;

THENCE South 20°59'36" East, with the west right-of-way line of Ranch Road 2338, crossing said 50 acre tract, a distance of 1164.60 feet to a 1/2" rebar with "Early Boundary" cap set for an angle point in the west right-of-way line of Ranch Road 2338, being in the south line of said 50 acre tract, being the northeast corner of a 3,848 sq. ft. right-of-way dedication shown on the G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with "Steger Bizzell" cap found for the southeast corner of said 3,848 sq. ft. right-of-way dedication, bears South 20°59'36" East, a distance of 139.94 feet;

THENCE South 69°37'24" West, with the right-of-way line of Ranch Road 2338, same being the north line of said 3,848 sq. ft. right-of-way dedication, also being the south line of said 50 acre tract, a distance of 27.50 feet to a 1/2" rebar with "Early Boundary" cap set for the easternmost northeast corner of Lot 1, Block A of said G.I.S.D. West Side, being the northwest corner of said 3,848 sq. ft. right-of-way dedication;

THENCE South 69°37'24" West, with the south line of said 50 acre tract and a north line of said Lot 1, a distance of 347.07 feet to a 1/2" rebar with "Steger Bizzell" cap found for an interior corner of said Lot 1;

THENCE North 20°59'31" West, crossing said 50 acre tract with an east line of said Lot 1, a distance of 1161.72 feet to a 1/2" rebar with "Steger Bizzell" cap found in the north line of said 50 acre tract, being the northernmost northeast corner of said Lot 1, being also in the south line of said 113.5 acre tract, same being the south line of said Lot 5;

THENCE North 69°10'58" East, with the north line of said 50 acre tract, and the south line of said 113.5 acre tract, same being the south line of said Lot 5, a distance of 374.52 feet to the **POINT OF BEGINNING**, containing an area of 10.001 acres, more or less.

Surveyed on the ground on August 28, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-125AC

08-30-24

John L. Briley Date
Registered Professional Land Surveyor
State of Texas No. 7070

EXHIBIT E

MAINTENANCE AGREEMENT
HEIRLOOM HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This Maintenance Agreement (this "**Agreement**") is made to be effective as of the Effective Date (defined below) and is by and between the CITY OF GEORGETOWN, TEXAS, a home-rule city located in Williamson County, Texas (the "**City**"), Heirloom East Tx, LLC, a Delaware limited liability company ("**Heirloom East**"), HEIRLOOMTX, LLC, a Delaware limited liability company ("**Heirloom Tx**") (collectively the "**Heirloom Owner**s"), HEIRLOOM HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "**Association**"), (individually, a "**Party**" and collectively, the "**Parties**"), and is as follows:

RECITALS

WHEREAS, the Heirloom Subdivision is a subdivision development and public improvement district within the City's corporate limits known as the Heirloom Public Improvement District (the "**District**") authorized by Resolution No. 082625-6.P passed and approved by the Georgetown City Council on August 26, 2025 (the "**PID Creation Resolution**") containing approximately 618.98 contiguous acres and having (at full build out) a mix of residential, commercial, and school (civic) uses; and

WHEREAS, the City, Heirloom Owners, and the Georgetown Independent School District are parties to that certain Development and Construction Agreement dated to be effective on August 27, 2025 and recorded in the Official Public Records of Williamson County, Texas as Document No. 2026023941 and to the First Amendment to the Development and Construction Agreement dated to be effective on _____, 2026 and recorded in the Official Public Records of Williamson County, Texas as Document No. _____ (collectively, the "**Development Agreement**").

WHEREAS, the Development Agreement requires, among other things, creation of the Association and perpetual maintenance by the Association of the "**HOA Maintained Improvements/Areas**" (as that term is defined in the Development Agreement), which includes the Private Drainage Facilities, the

Parkland, the Parkland Improvements, and the Park Trails, and Landscaping Improvements in roadway medians, common areas, and other areas within the Property that are not owned by an End Buyer of a residential or commercial Lot (with each capitalized term as defined in the Development Agreement); 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 all HOA Maintained Improvements/Areas within the District and otherwise administer the affairs of the Association in accordance with the terms of the Development Agreement and the Declaration of Covenants, Conditions and Restrictions for the Heirloom Subdivision (or similarly titled document governing the development, improvement, and sale of land in the District) dated to be effective _____, _____, and recorded as Document No. _____ of the Official Public Records of Williamson County, Texas; and

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

WHEREAS, pursuant to the Development Agreement all HOA Maintained Improvements/Areas *except* the Private Drainage Facilities have been or will be conveyed to the City, in trust for the public, and are required to be maintained by the Association; however, for clarity, it is restated that the Private Drainage Facilities are not and will not be conveyed to the City for ownership or maintenance or for any other purpose but will be owned and maintained by the Association; and

WHEREAS, the Association acknowledges and agrees that the City has the exclusive jurisdiction and control of the Parkland, the Parkland Improvements, and the Parkland Trails; and

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 Parties agree as follows:

1.01. **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 was set out in full.

1.02. **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:

(a) "*HOA Assessments*" means the assessments the Association impose for the purposes of, among other things, funding its obligations under this Agreement.

(b) "*HOA Maintained Improvements/Areas*" has the meaning given in the Development Agreement.

(c) "*Landscaping Improvements*" has the meaning given in the Development Agreement.

(d) "*Parkland*" has the meaning given in the Development Agreement.

(e) "*Parkland Improvements*" has the meaning given in the Development Agreement.

(f) "*Parkland Trails*" has the meaning given in the Development Agreement.

(g) "*Private Drainage Facilities*" has the meaning given in the Development Agreement.

1.03. **GRANT OF LICENSE.** The City hereby grants the Association, and its duly authorized agents, a license to enter the Parkland for the purpose of performing, or causing to be performed, the maintenance responsibilities of the Association described in this Agreement.

1.01. **MAINTENANCE REQUIREMENTS.**

(a) The Association shall, at its sole cost and expense, perform or cause to be performed, all maintenance work for the HOA Maintained Improvements/Areas, including, but not limited to, regular irrigation, mowing, edging, trimming of shrubs and other plantings, mulching, weed and ant control, irrigation system and trail maintenance and repair, and equipment maintenance and repair. The Association shall be solely responsible for such maintenance and repair, and the City shall have no obligations for same.

(b) The Association shall, at its sole cost and expense, perform or cause to be performed, all maintenance and repair work related to the Private Drainage Facilities and Landscape Improvements including, but not limited to, regular mowing, clearing, and weed control, mulching, and keeping the areas free of all trash and debris and proper functioning as drainage facilities and/or landscape improvements (as appropriate).

(c) If damages to public infrastructure occur as a result of poor or inadequate maintenance of the Parkland, Parkland Trails, or Parkland Improvements, the Association shall pay the City for full reimbursement of all reasonable costs the City incurs repairing damages to the public infrastructure.

(d) 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.

1.04. **NO LIENS.** The Association shall not cause, suffer, or allow any liens to be placed on the Parkland.

1.05. **HOA ASSESSMENTS/HEIRLOOM OWNER RESPONSIBILITIES**

(a) The Association shall levy HOA Assessments in such amounts necessary to perform its responsibilities under this Agreement.

(b) The Association shall levy HOA Assessments in amounts, as reasonably determined by the City, necessary to replace the Parkland Improvements at the end of their useful life.

(c) Until the later of (i) the date on which the assessments to be collected from Owners produce sufficient funds to perform the obligations of the Association under this Agreement, and (ii) the date on which Heirloom Owners Complete or cause Completion of construction of the HOA Maintained Improvements/Areas serving or located within the Property, Heirloom Owners will be jointly and severally responsible for performing the Association's obligations under this Agreement. For purposes hereof, the Association will be deemed to have sufficient funds to perform its obligations if the Association has operated for two (2) consecutive years after Completion of all HOA Maintained Improvements/Areas without requiring any subsidies from Heirloom Owners.

1.06. **CITY RIGHTS AND RESPONSIBILITIES FOR PARKLAND, PARKLAND TRAILS, AND PARKLAND IMPROVEMENTS**

(a) 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 Parkland.

(b) The City shall be responsible for installing and maintaining one or more master meters to provide water and electric service to the Parkland, and for paying for water and electric service to the Parkland.

(c) Nothing in this Agreement shall be construed to limit in any way the power of the City to alter or improve the Parkland, Parkland Improvements, or the Parkland Trail 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.

1.07. **INSURANCE.**

(a) Prior to the commencement of any work in the Parkland 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.

(b) Notwithstanding the provisions of subsection (c) 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.

(c) 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 he 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.

(d) 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

(e) 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:

(f) 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

(g) 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

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

(i) 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.

(j) 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.

(k) 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.

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

1.08. **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 THIS AGREEMENT BY THE ASSOCIATION, ITS AGENTS AND EMPLOYEES, AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES.**

1.09. **Termination by the Association.** This Agreement may not be terminated by the Association or any Owner.

1.02. **Termination by the City.**

(a) This Agreement may be terminated at any time by the City, if such revocation is reasonably determined by the City to be 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:

(1) Use of the Parkland becomes necessary for a different public purpose; or

(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 the Parkland, Parkland Improvements, or Parkland Trail; or

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

(b) Once this Agreement has been terminated, the City will perform maintenance on the Parkland, Parkland Improvements, and Parkland Trail consistent with the level of maintenance of other similar City-owned land and equipment (which may be a different or lesser standard than that of the Association).

(c) Notwithstanding anything to the contrary in this Agreement, the Association's responsibility to own and maintain the Private Drainage Facilities and the Landscaping Improvements will survive termination of this Agreement. Under no circumstances will the City will be responsible or liable for owning, maintaining, repairing, otherwise being responsible or liable for the Private Drainage Facilities or the Landscaping Improvements.

1.10. **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.

1.11. **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.

1.12. **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.

1.13. **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.

1.14. **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.

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

1.16. **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.

1.17. **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.

1.18. **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:
Heirloom Homeowners Association, Inc. a
Texas non-profit corporation

By: _____
Name: _____
Title: _____

Address for Notice:

_____
_____
_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this ____ day of _____, 2026 by _____, President of Heirloom Homeowners Association, Inc., a Texas non-profit corporation on behalf of said corporation.

By:_____
NOTARY PUBLIC, STATE OF TEXAS

THE CITY:

City of Georgetown, Texas, a home-rule municipality

By: _____
Josh Schroeder, Mayor

ATTEST:

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

By:_____
Notary Public Signature

HEIRLOOMTX, LLC, a Delaware limited liability company

By: _____
Name: Daniel Traylor
Title: Manager
Date: _____

ACKNOWLEDGEMENT

STATE OF INDIANA §
§
COUNTY OF VANDERBURGH §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Daniel Traylor, Manager of HEIRLOOMTX, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal)

_____
Notary Public Signature

HEIRLOOM EAST TX, LLC, a Delaware limited liability company

By: _____
Name: Daniel Traylor
Title: Manager
Date: _____

ACKNOWLEDGEMENT

STATE OF INDIANA §
§
COUNTY OF VANDERBURGH §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Daniel Traylor, Manager of HEIRLOOM EAST TX, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal)

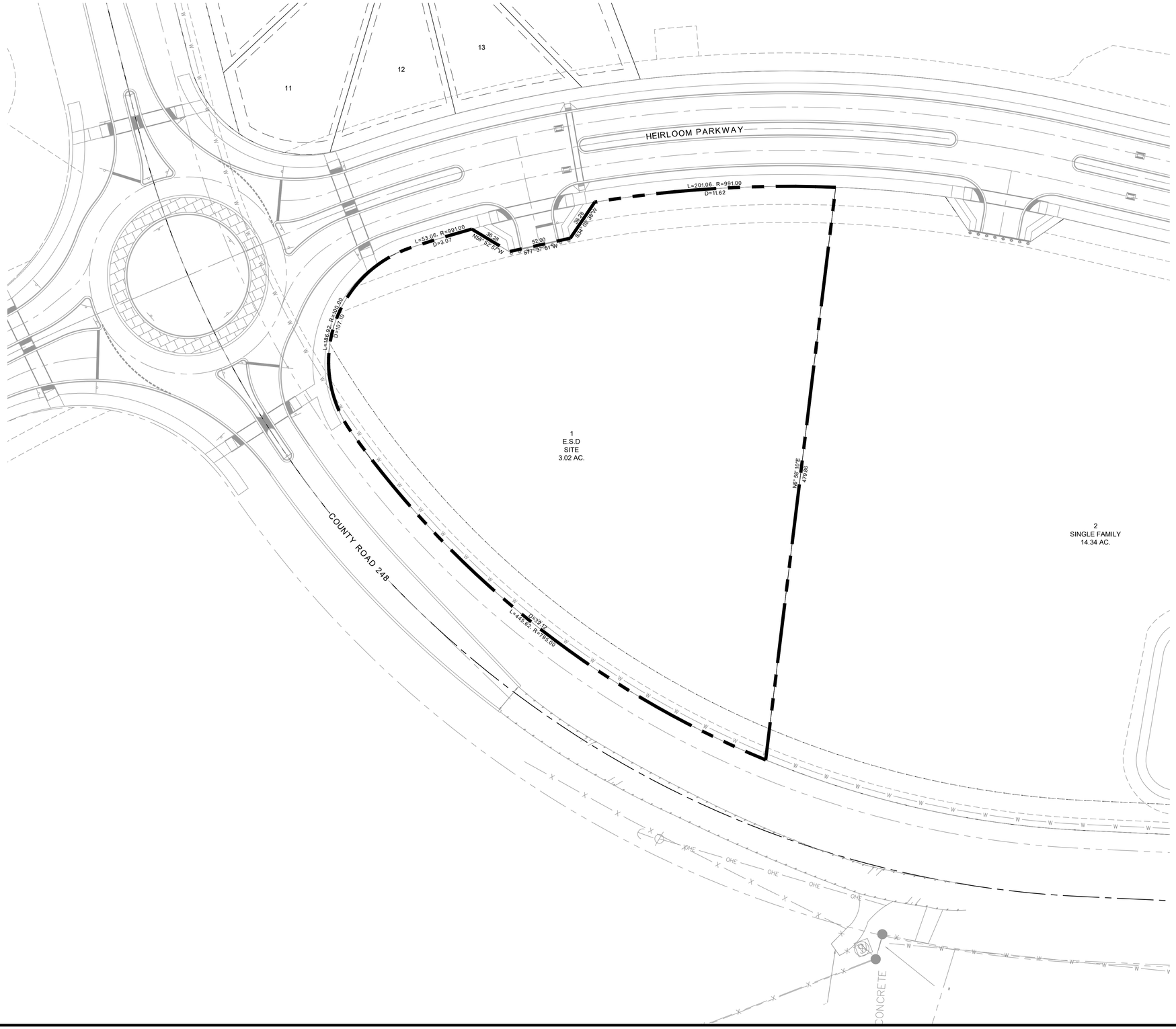
_____
Notary Public Signature

EXHIBIT G

ROUNDABOUT – PICTORIAL DEPICTION

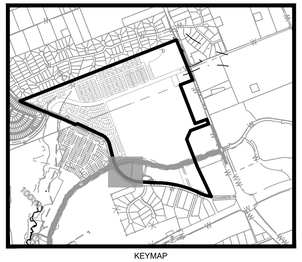
EXHIBIT H -HEIRLOOM TRACT EAST

FIRE STATION LOT - EXHIBIT



SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

SCALE: 1" = 2000'
GRAPHIC SCALE IN FEET
0 1000' 2000' 4000'



KEYMAP
1"=2000'

PROJECT:	1751-12170	DRAWN BY:	OAT
DATE:	8/24/26	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1751 - COLUMBUS LAND\12170 HEIRLOOM EAST - PRELIM AND FINAL\CAD\PRELIM\EXHIBITS\12170-FIRE STATION LOT-EXHIBIT.DWG, DATE: 8/26/2026 10:37:29 AM, BY: OTOVAR

(THIS PAGE IS INTENTIONALLY LEFT BLANK)

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Resolution - Heirloom PID Construction, Financing, and Reimbursement Agreement

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution approving the PID Construction, Financing and Reimbursement 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, P3 Works, City of Georgetown PID Administrator

ITEM SUMMARY:
On August 26, 2025 City Council passes and approved Resolution No. 082625-5.P authorizing the creation of Heirloom Public Improvement District (PID).

Resolution No. 082625-6.M dated August 25, 2026, the City Council approved that certain "Development and Construction Agreement" between the City, Heirloom East TX LLC and HEIRLOOMTX, LLC (collectively, "**Heirloom**"), and Georgetown Independent School District relating to approximately 618.98 acres of land generally situated north of Ronald W. Reagan Jr. Blvd. and west of Williams Drive in Williamson Couty, Texas recorded as Document No. 2026023941. On September 8, 2026 approved the First Amendment to Development and Construction Agreement (the "**First Amendment**") (the Original Agreement as amended by the First Amendment is referred to herein as the "**Development Agreement**").

In accordance with the terms and conditions of the Development Agreement and after consultation with the City's bond counsel and financial advisor, the "PID Construction, Financing and Reimbursement Agreement–Heirloom Public Improvement District;" attached to this Resolution as ***Attachment 1*** has been prepared to address the terms and conditions governing PID Bond issuance, sale, disbursements, and transfers.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
RES - Heirloom - Financing Agreement.pdf
PID Construction, Financing and Reimbursement Agreement (Heirloom Public Improvement District)(605500.9) - Final.pdf

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF GEORGETOWN, TEXAS, APPROVING THE "PID CONSTRUCTION, FINANCING AND REIMBURSEMENT AGREEMENT–HEIRLOOM PUBLIC IMPROVEMENT DISTRICT;" REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 26, 2025, after notice and hearing in accordance with the Act, the City Council passed and approved Resolution No. 082625-5.P (the "PID Creation Resolution") authorizing the creation of the Heirloom Public Improvement District (PID) pursuant to the PID Act, covering approximately 622.525 contiguous acres within the City's corporate jurisdiction, and the PID Creation Resolution became effective immediately pursuant to the terms thereof.

WHEREAS, Resolution No. 082625-6.M dated August 25, 2026, the City Council approved that certain "Development and Construction Agreement" between the City, Heirloom East TX LLC and HEIRLOOMTX, LLC (collectively, "**Heirloom**"), and Georgetown Independent School District relating to approximately 618.98 acres of land generally situated north of Ronald W. Reagan Jr. Blvd. and west of Williams Drive in Williamson Couty, Texas recorded as Document No. 2026023941 in the Public Records of Williamson County, Texas (the "**Original Agreement**"), and on September 8, 2026 approved the First Amendment to Development and Construction Agreement (the "**First Amendment**") (the Original Agreement as amended by the First Amendment is referred to herein as the "**Development Agreement.**")

WHEREAS, in accordance with the terms and conditions of the Development Agreement and after consultation with the City's bond counsel and financial advisor, the "PID Construction, Financing and Reimbursement Agreement–Heirloom Public Improvement District**;"** attached to this Resolution as ***Attachment 1*** has been prepared to address the terms and conditions governing PID Bond issuance, sale, disbursements, and transfers.

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

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

2. The City Council hereby finds that the foregoing recitals are true and correct, and the recitals are hereby incorporated into this Resolution by reference for all purposes as set forth in full. The City Council hereby finds that this Resolution compliance with the Vision Statement of the City of Georgetown 2030 Comprehensive Plan.

3. The "PID Construction, Financing and Reimbursement Agreement–Heirloom Public Improvement District" in substantially the form attached to this Resolution as ***Attachment 1*** is approved by the City Council and incorporated into this Resolution for all purposes.

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

5. The Mayor is authorized to sign this Resolution and the "PID Construction, Financing and Reimbursement Agreement–Heirloom Public Improvement District" attached to this Resolution as ***Attachment 1***, and the City Secretary is authorized to attest.

6. This Resolution and the "PID Construction, Financing and Reimbursement Agreement–Heirloom Public Improvement District" attached to this Resolution as ***Attachment 1*** will become effective in accordance with the terms and conditions stated in the "PID Construction, Financing and Reimbursement Agreement–Heirloom Public Improvement District" and the City Charter.

Attachment List:

Attachment 1 – "PID Construction, Financing and Reimbursement Agreement–Heirloom Public Improvement District" (including exhibits)

PASSED AND APPROVED on the_____ day of _____, 2026.

CITY OF GEORGETOWN, TEXAS

By:_____
Printed Name:_____Josh Schroeder_____
Title:_____Mayor_____

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

PID CONSTRUCTION, FINANCING AND REIMBURSEMENT AGREEMENT
HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
between
THE CITY OF GEORGETOWN,
HEIRLOOM EAST TX, LLC,
and
HEIRLOOMTX, LLC

This PID Construction, Financing and Reimbursement Agreement Heirloom Public Improvement District (this "Agreement") is entered into by HEIRLOOM EAST TX, LLC, a Delaware limited liability company ("Heirloom East"), HEIRLOOMTX, LLC, a Delaware limited liability company ("Heirloom TX") (collectively with Heirloom East, the "Developer") and the City of Georgetown, Texas (the "City"), a Texas home rule municipality, and consented to by GEORGETOWN INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas ("GISD") and HEIRLOOM1 COMMUNITIES TX, LLC, a Delaware limited liability company ("Heirloom Communities") and made to be effective on the latest date accompanying the signature lines below (the "Effective Date"). Developer, the City, GISD, and Heirloom Communities are individually referred to as a "Party" and collectively as the "Parties." Capitalized terms used in this Agreement shall have the meanings given to such term in Article 3.

ARTICLE 1. RECITALS

1.01 WHEREAS, the Developer and Heirloom Communities are Delaware limited liability companies and GISD is a political subdivision of the State of Texas; and

1.02 WHEREAS, the City is a Texas home-rule municipality; and

1.03 WHEREAS, on August 26, 2025, after notice and hearing in accordance with the Act, the City Council passed and approved Resolution No. 082625-5.P (the "PID Creation Resolution") authorizing the creation of the PID pursuant to the Act, covering approximately 622.525 contiguous acres within the City's corporate jurisdiction, which land is described in the PID Creation Resolution (the "Property"), and the PID Creation Resolution became effective immediately pursuant to the terms thereof; and

1.04 WHEREAS, on August 26, 2025, the City Council passed and approved Resolution No. 082625-6.M approving the Development and Construction Agreement (Heirloom) (as amended, the "Development Agreement") which sets forth the mutually agreeable terms and conditions relating to the development of the Property; and

1.05 WHEREAS, on September 8, 2026, the City Council passed and approved Resolution No. 090826-5.H approving the First Amendment to Development and Construction Agreement (Heirloom) which amended the Development Agreement; and

1.06 WHEREAS, it is intended that the Property will be developed as a mixed-use master development in accordance with the Development Agreement and the Planned Unit Development zoning (as may be further amended, the "PUD"), adopted by the City Council pursuant to Ordinance No. 2025-45 on August 26, 2025; and

1.07 WHEREAS, it is intended that the Major Improvements will be constructed first, and the Major IA Bonds will be issued to fund the construction of the Major Improvements. It is intended that future issuances of PID Bonds will occur as development progresses; and

1.08 WHEREAS, on September 8, 2026, the City Council passed and approved Resolution No. RES 090826-5.I (the "Cost Determination Resolution") determining the costs of the proposed Authorized Improvements based on the Preliminary Service and Assessment Plan, approving a proposed Assessment Roll, and directing that the proposed Assessment Roll be made available for public inspection; and

1.09 WHEREAS, on September 22, 2026, the City Council passed and approved Resolution No. _____ authorizing the City to enter into this Agreement; and

1.10 WHEREAS, it is anticipated that on October 13, 2026, the City Council will pass and approve the Assessment Ordinance; and

1.11 WHEREAS, the Assessment Ordinance will approve the SAP; and

1.12 WHEREAS, the SAP identifies the Authorized Improvements to be designed, constructed, and installed by or at the direction of the Parties that confer a special benefit on the Assessed Property; and

1.13 WHEREAS, the SAP sets forth the estimated Actual Costs of the Authorized Improvements; and

1.14 WHEREAS, the Assessed Property is being developed in phases; and

1.15 WHEREAS, this Agreement shall apply to all phases and no additional reimbursement agreement shall be required for future phases; and

1.16 WHEREAS, the SAP determines and apportions the Actual Costs of the Authorized Improvements to the Assessed Property, which Actual Costs represent the special benefit that the Authorized Improvements confer upon the Assessed Property as required by the Act; and

1.17 WHEREAS, the Assessment Ordinance levied the Actual Costs of the Authorized Improvements as Assessments against the Assessed Property in the amounts set forth on the Assessment Roll; and

1.18 WHEREAS, Assessments, including the Annual Installments thereof, are due and payable as described in the SAP; and

1.19 WHEREAS, Annual Installments shall be billed and collected by the City or its designee; and

1.20 WHEREAS, Assessment Revenue from the collection of Assessments, including the Annual Installments thereof, shall be deposited (1) as provided in the applicable Indenture if PID Bonds secured by such Assessments are issued and outstanding, or (2) into the PID Reimbursement Fund if no such PID Bonds are issued or no PID Bonds remain outstanding; and

1.21 WHEREAS, Bond Proceeds shall be deposited as provided in the applicable Indenture; and

1.22 WHEREAS, the PID Project Fund shall only be used in the manner set forth in the applicable Indenture; and

1.23 WHEREAS, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the Act.

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, the Parties agree as follows:

ARTICLE 2. GENERAL

2.01 **Effect of Recitals.** The foregoing RECITALS: (1) are part of this Agreement for all purposes; (2) are true and correct; and (3) each Party has relied upon such Recitals in entering into this Agreement.

2.02 **Related Documents.** All resolutions and ordinances referenced in this Agreement (e.g., the PID Creation Resolution, the Cost Determination Resolution, and the Assessment Ordinance), together with all other documents referenced in this Agreement (e.g., the SAP and each Indenture) (collectively, the "Related Documents"), are incorporated as part of this Agreement for all purposes as if such resolutions, ordinances, and other documents were set forth in their entirety in or as exhibits to this Agreement.

2.03 **References**. Unless otherwise defined in Article 3 or elsewhere in this Agreement: (1) all references to "Sections" shall mean Sections of this Agreement; (2) all references to "exhibits" shall mean exhibits to this Agreement which are incorporated into this Agreement for all purposes; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the City Council.

2.04 **Variances to the City's PID Policy**. The Developer will comply with all elements of the City's PID Policy adopted on December 11, 2018, as modified below:

(a) The last PID Bond issuance for the Project shall be not later than fifteen (15) years after the date of the first PID Bond issuance for the Project, which is a variance from the ten (10) year limit in Article V, Sec. 3 of the City's PID Policy.

(b) The Developer hereby agrees to Complete construction of the Major Improvements pursuant to the terms and conditions of the Development Agreement. Pursuant to the terms and conditions of Section 10.04.03 of the Development Agreement, the minimum appraised value to lien ratio as of the date of the Major IA Bonds (assuming such Major IA Bonds constitute the initial series of PID Bonds), may be 2:1 (rather than 4:1 per the City's PID Policy Article V, Section 1), and the applicable Indenture shall provide for the disbursement of Bond Proceeds for the construction of the Major Improvements set forth in **Exhibit D** attached hereto prior to Completion of such Major Improvements (rather than after Completion per the City's PID Policy Article V, Section 10). This subsection (b) is subject to the terms and conditions of the Development Agreement and is applicable only to the Major IA Bonds. The City agrees to the

variances to its PID Policy as described in this subsection only to the extent (i) the City obtains an appraisal of the applicable Parcels prepared by an appraiser selected by the City with all reasonable appraisal fees to be paid by the Developer; (ii) the Developer provides evidence of its financial security to fund the Major Improvements (prior to any financing from the Assessments or PID Bond proceeds) in the amount of the difference between the City-approved Engineer's cost estimate for Completion of the Major Improvements and the amount of proceeds generated by the Major IA Bonds, which form of fiscal security shall be in cash or such other form of security acceptable to the City; and (iii) the Developer is in compliance with the terms and conditions of the Development Agreement regarding Completion of the Major Improvements. After the issuance of the Major IA Bonds, the Developer must comply with the City's PID Policy.

(c) If multi-family rental units are included within proposed Assessments, the Assessments shall not be required to be prepaid (rather than required to be prepaid by either the Developer or the builder per the City's PID Policy Article III, Section 11). In lieu of prepayment, the following restrictions, limitations, and conditions related to Assessments on multi-family rental units shall apply: PID Bonds secured by Assessments on multi-family rental units shall not be issued unless and until (i) the Developer has Completed construction of the Authorized Improvements (as that term is defined in the PID Act) that pertain to the applicable Improvement Area in accordance with all terms and conditions of the Development Agreement; (ii) the Developer has secured, or caused to be secured, all building permits needed for construction of multi-family residential units in the applicable Improvement Area; (iii) Developer is not in default under this Agreement; and (iv) the requirements of Section 5.05 herein are met.

2.05 **Procedures for all Improvement Area**s. The terms, conditions, and procedures provided below in Article 5 shall apply to each Improvement Area. The procedures therein shall apply to each Improvement Area (e.g. if reference is made to Assessment Revenues, or to PID Bonds, such reference applies only to Assessment Revenues, or to PID Bonds applicable to that Improvement Area).

ARTICLE 3. DEFINITIONS

3.01 "Act" means Chapter 372, Texas Local Government Code, as amended.

3.02 "Actual Costs" is defined in the SAP.

3.03 "Actual Increased Costs" is defined in Section 6.11.

3.04 "Additional Costs" is defined in Section 6.11.

3.05 "Administrator" is defined in the SAP.

3.06 "Agreement" means this document together with the Related Documents.

3.07 "Annual Collection Costs" is defined in the SAP.

3.08 "Annual Installment" is defined in the SAP.

3.09 "Applicable Laws" means the Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States, as the same may be amended, 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 Approved Plans, the City's Code of Ordinances and Unified Development Code, and all other City or 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 and maintenance, including, without limitation, the Development Agreement and the PUD.

3.10 "Approved Plans" means, as to Parkland Improvements, the final City PARD Director-approved Parkland Improvements Plans and Specifications for the Parkland Improvements, and as to the Authorized Improvements, the final City-engineer approved construction plans for same.

3.11 "Assessed Property" is defined in the SAP.

3.12 "Assessment" is defined in the SAP.

3.13 "Assessment Ordinance" is defined in the SAP.

3.14 "Assessment Revenue" means the revenues actually received by or on behalf of the City from the collection of Assessments, including Prepayments, Annual Installments and foreclosure proceeds.

3.15 "Assessment Roll" is defined in the SAP and included in the SAP as *Exhibit F*.

3.16 "Authorized Improvements" mean improvements authorized by Section 372.003 of the Act that confer a special benefit to the Assessed Property and are eligible to be repaid with Assessments in accordance with Applicable Laws. The Authorized Improvements are also depicted on *Exhibit C* of the SAP.

3.17 "Bond Issuance Request" means the written request made by the Developer to the City to issue PID Bonds in good faith as evidenced by the Developer's expenditure of necessary amounts for market studies, financial analysis, legal counsel, and other professional services and due diligence necessary to support the request.

3.18 "Bond Proceeds" means the proceeds derived from the issuance and sale of a series of PID Bonds that are deposited and made available to pay Actual Costs in accordance with the applicable Indenture.

3.19 "Certificate for Payment" means a certificate (substantially in the form of **Exhibit A-1** for the Major IA Bonds and substantially in the form of **Exhibit A-2** for PID Bonds issued for Future Improvement Areas, or as otherwise approved by the Developer and the City Representative) executed by a representative of the Developer and approved by the City Representative, delivered to the City Representative (and/or, if applicable, to the trustee named in any applicable Indenture), specifying the work performed and the amount charged (including materials and labor costs) for Actual Costs of the Authorized Improvements (or completed segments thereof), and requesting payment of such amount from the PID Project Fund or the PID Reimbursement Fund. Each

certificate shall include supporting documentation in the standard form for City construction projects and evidence that the Authorized Improvements (or its completed segment) covered by the certificate have been inspected and, with respect to the PID Bonds issued for Future Improvement Areas, accepted for ownership and maintenance, as applicable, by the City.

3.20 "Change Order" is defined in Section 5.15.

3.21 "City" is defined in the preamble of this Agreement.

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

3.23 "City PID Policy" means the "Policy and Guidelines for Reimbursement Public Improvement Districts" adopted by the City Council on December 11, 2018, as modified by Section 2.04.

3.24 "City Representative" means the person authorized by the City Council to undertake the actions referenced herein. As of the Effective Date, the City Representative is the Assistant City Manager. The City Manager may change the City Representative from time to time in the City Manager's sole discretion and shall promptly notify Developer of any such change.

3.25 "Closing Disbursement Request" means a request in the form of **Exhibit B** or as otherwise approved by the Parties.

3.26 "Commence" in reference to construction or installation of an Authorized Improvement begins from the time that the City has given written approval to Developer of the design for the Authorized Improvement (in its regulatory capacity), the Developer has begun actual demolition, clearing, or excavation for the work, and work continues on a regular basis until Completion.

3.27 "Complete", "Completed" or "Completion" in reference to construction or installation of an Authorized Improvement (including, without limitation, a Parkland Improvement, except that the Parkland Improvements shall be owned by the City but maintained by the HOA pursuant to the Maintenance Agreement) and the Transportation Improvements, except those to be owned by the County or TXDOT, as appropriate, and Developer Funded Improvements, means or is deemed to have occurred on the date all of the following events have occurred:

3.27.01 construction of the improvement is substantially complete such that, as applicable, all pipes, lines, appurtenances, facilities, structures, and equipment are capable of being fully operational following acceptance of the improvement for use by the City or HOA, the County or TXDOT, as appropriate; and

3.27.02 as to engineered improvements, the design engineer has certified in writing to the City or HOA, the County or TXDOT, as appropriate, that the improvement is substantially complete; and

3.27.03 all testing and inspections by the City have been successfully conducted, all final approvals required for use, operation and maintenance from the City have been obtained, and the City has accepted the improvement for use, operation and maintenance; and

3.27.04 the improvement can be used for its intended purposes and only punch list items that do not adversely affect the capability of the improvement to operate and function safely in the ordinary course of business remain to be completed, and those items are reasonably expected to be completed within the next thirty (30) calendar days or (for items such as revegetation) fiscal is posted with the City for such remaining items.

3.28 "Cost Determination Resolution" is defined in the recitals of this Agreement.

3.29 "Cost Overrun" is defined in Section 5.03.

3.30 "Cost Underrun" is defined in Section 5.14.

3.31 "County" means Wiliamson County, Texas.

3.32 "Default" is defined in Section 6.08.01.

3.33 "Delinquent Collection Costs" is defined in the SAP.

3.34 "Developer" is defined in the recitals of this Agreement.

3.35 "Developer Advances" means advances made by the Developer to pay Actual Costs.

3.36 "Developer Continuing Disclosure Agreement" means any Continuing Disclosure Agreement of Developer executed contemporaneously with the sale of PID Bonds.

3.37 "Developer Funded Improvements" means, with respect to a given Improvement Area, those improvements to be funded at Developer's sole cost and expense.

3.38 "Development Agreement" is defined in the preamble of this Agreement.

3.39 "Effective Date" is defined in the preamble of this Agreement.

3.40 "Estimated Additional Costs" is defined in the Section 6.11.

3.41 "Estimated Buildout Value" is defined in the SAP.

3.42 "Failure" is defined in Section 6.08.01.

3.43 "Future Improvement Area" means the land which is more particularly described and/or depicted on **Exhibit C** attached hereto, which the Developer may further subdivide as development progresses.

3.44 "Improvement Area" or "Improvement Areas" each have the meaning given in Section 4.01 of this Agreement.

3.45 "Indenture" means the applicable trust indenture pursuant to which PID Bonds are issued.

3.46 "Lot" or "Lot Type" is defined in the SAP.

3.47 "Maintenance Bond" is defined in Section 4.03.05.

3.48 "Maintenance Period" is defined in Section 4.03.04.

3.49 "Major Improvements" shall mean the Primary Collector and the Primary Collector-Related Public Improvements set forth on **Exhibit D** attached hereto that provide a benefit to the entire District.

3.50 "Major Improvement Area" has the meaning given in Section 4.01 of this Agreement.

3.51 "Major IA Bonds" means the series of special assessment revenue bonds issued by the City to finance the Actual Costs of the Major Improvements.

3.52 "Maturity Date" is the date one year after the last Annual Installment is collected.

3.53 "Minimum Value to Lien Ratio" means (a) 2:1 for the Major IA Bond proceeds allocated for the construction of the Major Improvements as shown on **Exhibit D** attached hereto, subject to the conditions set forth in Section 2.04(b) herein and the Development Agreement, and (b) for all other PID Bonds, the estimated taxable assessed value of the final subdivided Lots in the PID as of the date of Developer's request for PID Bond issuance is at least four times greater that the dollar amount of the Assessment (i.e., the estimated assessed value to lien ratio is 4:1), taking into account all PID Bonds that would be outstanding after the issuance of the PID Bonds that are the subject of a Bond Issuance Request. In determining the estimated taxable assessed value of the property within the PID for purposes of calculating the Minimum Value to Lien Ratio, the Developer may use: (i) the sale price (as evidenced by executed real estate contracts provided to the City) of property within the PID that has been sold and for which development on that property has begun; (ii) the sale price (as evidenced by executed real estate contracts provided to the City) of property within the PID which has been sold but for which development has not begun; (iii) the Williamson Central Appraisal District's value of property within the PID established by the last tax statement sent by the Williamson County Tax Assessor; (iv) the appraisal of each Assessed Property performed in accordance with the requirements of this Agreement or (v) any combination of (i) through (iv) without duplication. The City in its sole discretion may require such values to be supported by an appraisal of the applicable Parcels prepared by an appraiser selected by the City with all reasonable appraisal fees to be paid by the Developer.

3.54 "Parcel" is defined in the SAP.

3.55 "Parkland" has the meaning set forth in the Development Agreement.

3.56 "Parkland Improvements" has the meaning set forth in the Development Agreement.

3.57 "Party" and "Parties" are defined in the preamble of this Agreement.

3.58 "PID" is defined as the Heirloom Public Improvement District, created by the PID Creation Resolution.

3.59 "PID Bonds" is defined in the SAP.

3.60 "PID Bond Ordinance" means and refers to the ordinance or ordinances of the City Council that will authorize and approve the issuance and sale of the PID Bonds and provide for their security and payment, either under the terms of such ordinance or the Indenture related to the PID Bonds.

3.61 "PID Bond Security" means the funds that are to be pledged in or pursuant to the PID Bond Ordinance or the Indenture to the payment of the debt service requirements on the PID Bonds, consisting of the Assessments, including earnings and income derived from the investment or deposit of Assessment Revenues in the special funds or accounts created and established for the payment and security of the PID Bonds, unless such earnings are required to be deposited into a rebate fund for payment to the federal government.

3.62 "PID Creation Resolution" is defined in the recitals of this Agreement.

3.63 "PID Pledged Revenue Fund" means the fund, including all accounts created within such fund, established by the City under an Indenture (and segregated from all other funds of the City) into which the City deposits Assessment Revenue from the collection of Assessments, including Annual Installments thereof, securing PID Bonds issued and still outstanding under such Indenture.

3.64 "PID Project Fund" means the fund, including any accounts created within such fund, established by the City under an Indenture (and segregated from all other funds of the City) into which the City deposits a portion of the Bond Proceeds and any other funds authorized or required by such Indenture.

3.65 "PID Reimbursement Fund" means the fund established by the City under this Agreement (and segregated from all other funds of the City) into which the City deposits Assessment Revenue if not deposited into the PID Pledged Revenue Fund.

3.66 "Prepayment" is defined in the SAP.

3.67 "Primary Collector" means the roadway to be Completed by the Developer at no cost to the City in accordance with the Applicable Laws that meets the general standards for a "Major Collector" street as summarized on Table 12.02.030 of the of the City's Unified Development Code, beginning at its intersection with Ronald Reagan Blvd., traversing through the District to cross County Road 248, and ending at its intersection with Williams Drive, the general location of which is shown on the Conceptual Transportation Plan attached to the Development Agreement as Exhibit C.

3.68 "Primary Collector-Related Public Improvements" means the following public improvements, as each are more fully described in the PID Engineering Report and as set forth in **Exhibit D** attached hereto: Street Improvements, Signalized Intersection Improvements, Wastewater Improvements, Water Improvements, Drainage Improvements, Erosion Control Improvements, Clearing and Grading Improvements, Soft Costs, and District Formation Costs.

3.69 "Property" is defined in the recitals of this Agreement.

3.70 "QTEO" is defined in the Section 6.11.

3.71 "Related Documents" is defined in Section 2.02.

3.72 "Reimbursement Agreement Balance" is defined in Section 5.04.

3.73 "SAP" means the Heirloom Public Improvement District Service and Assessment Plan approved by the Assessment Ordinance, as the same may be updated or amended by City Council action in accordance with the Act.

3.74 "Tax Certificate" is defined in Section 6.07.02.

3.75 "Transfer" and "Transferee" are defined in Section 6.10.

3.75 "TXDOT means the Texas Department of Transportation or its successor entity.

ARTICLE 4. DEVELOPER OBLIGATIONS

4.01 **Phased Development**. The Developer anticipates developing the Project in phases, with the District being divided, for development planning purposes, into the Major Improvement Area (as more particularly described in **Exhibit E** attached hereto and the Future Improvement Area, as more particularly described on **Exhibit C** (Major Improvement Area and the Future Improvement Area are each individually referred to herein as an "Improvement Area" and collectively as the "Improvement Areas"). The Developer intends to further divide the Future Improvement Area into two or more Improvement Areas as development progresses to the Future Improvement Area. The Project and the financing thereof within each Improvement Area will proceed according to the terms specified in this Agreement.

4.02 **Authorized Improvements**. The Developer proposes to construct certain Authorized Improvements that are intended to benefit only one Improvement Area, while other Authorized Improvements may provide a benefit to more than one Improvement Area or the entire District. The Authorized Improvements will be more fully described in the Service and Assessment Plan (or an update thereto) to be approved by the City.

4.03 **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.

4.04 **Obligation to Fund and Complete the 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 prior to commencing construction of any of the Authorized Improvements, it will have 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.

4.05 **Compliance with Applicable Laws**. Development of the land within the PID must comply with applicable state and federal laws, rules, and regulations, and with the City's Code of Ordinances, Unified Development Code, and this Agreement, but in the event of conflict, this Agreement shall control.

4.06 **Indemnity**. **DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS CITY (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO DEVELOPER'S CONSTRUCTION OF THE AUTHORIZED IMPROVEMENTS INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO DEVELOPER OR DEVELOPER'S CONTRACTORS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES, INCLUDING ANY SUCH ACTS OR OMISSIONS OF DEVELOPER OR DEVELOPER'S CONTRACTORS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF DEVELOPER OR DEVELOPER'S CONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF DEVELOPER OR DEVELOPER'S CONTRACTORS CONSTRUCTION ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE DEVELOPER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS SECTION. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IF APPROVED IN WRITING IN ADVANCE BY THE CITY COUNCIL, DEVELOPER SHALL BE FULLY AND FINALLY RELEASED OF ITS INDEMNITY OBLIGATIONS UNDER THIS SECTION UPON ASSIGNMENT OF ALL, BUT NOT PART, OF ITS RIGHTS UNDER THIS AGREEMENT, AND UNDER THAT CIRCUMSTANCE THE CITY SHALL LOOK SOLELY TO THE DEVELOPER'S SUCCESSORS OR ASSIGNS OF RECORD (WHETHER ONE OR MORE) FOR INDEMNIFICATION.**

ARTICLE 5. FUNDING AUTHORIZED IMPROVEMENTS

5.01 **Fund Deposits**. Until PID Bonds are issued, the City shall bill, collect, and deposit into the PID Reimbursement Fund all Assessment Revenue consisting of: (1) revenue collected from the payment of Assessments (including Prepayments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (2) revenue collected from the payment of Annual Installments (excluding Annual Collection Costs and Delinquent Collection Costs). Once PID Bonds are issued, the City shall bill, collect, and deposit all Assessment Revenue in the manner set forth in the applicable Indenture. Upon the issuance of PID Bonds, the Developer shall deposit any funds required by the Indenture in the manner set forth in the applicable Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used in accordance with the applicable Indenture. Funds in the PID Reimbursement Fund shall only be used to pay all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement. The City will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens related to such Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments for so long as any PID Bonds are outstanding or a Reimbursement Agreement Balance remains outstanding. The City shall determine or cause to be determined, no later than February 15 of each year whether any Annual Installment is delinquent and if such delinquencies exist, the City will order and cause to be commenced as soon as practicable, and subject to any necessary action required by the City Council, any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including without limitation diligently prosecuting an action to foreclose the currently delinquent Annual Installment; provided, however, the City shall not be required under any circumstances to pay any delinquent Assessment or purchase or make payment for the purchase of the corresponding Assessed Property.

5.02 **Maximum Annual Assessment**. The average annual installment of the assessment payable by Parcel owners within the PID shall be no more than the equivalent of a $0.55 per $100 assessed value assuming the Estimated Buildout Value of the Parcel or Lot Type as provided for in the SAP.

5.03 **Payment of Actual Costs and PID Administration Costs**. The Developer shall make Developer Advances to pay Actual Costs and, prior to PID Bond issuance, to reimburse the City for the City's costs incurred prior to PID Bond issuance in the establishment, administration, and operation of the PID (including but not limited to attorney fees, financial advisory fees, consultant fees, publication costs, and any other cost or expense directly associated with the establishment, administration, and operation of the PID). The Developer shall also make Developer Advances to pay for any cost overrun ("Cost Overrun") after applying cost savings. The Developer acknowledges and agrees that the lack of Bond Proceeds in the PID Project Fund and/or Assessment Revenues deposited to the PID Reimbursement Fund shall not diminish the Developer's obligations under this Agreement to construct or cause to be constructed the Authorized Improvements. The Developer agrees to pay the Actual Costs of the Authorized Improvements set forth in the SAP, 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 reasonably required by the City.

5.04 **Payment of Reimbursement Agreement Balance**.

5.04.01 The City agrees to pay to the Developer, and the Developer shall be entitled to receive payments from the City, until the Maturity Date, an aggregate principal amount not to exceed One Hundred Twenty Million Dollars and No. 100 ($120,000,000) or so much thereof as from time to time remains outstanding (such outstanding amount of all City-approved Certificates for Payment, together with accrued interest as hereinafter described, is referred to collectively as the "Reimbursement Agreement Balance"), with the amount for each payment request being shown on each Certificate for Payment (which amounts include only Actual Costs paid by or at the direction of the Developer) plus simple interest on the unpaid principal balance at the lesser rate of: (i) two percent (2%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index reported in the month before the date of determination (which is the date of the approval by the City of the Assessment Ordinance levying the Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid), or (ii) if PID Bonds are issued, the same interest rate on such PID Bonds. For purposes of Sections 372.023(e)(1) and (e)(2) of the Act, the interest rate on any portion of the Reimbursement Agreement Balance not to be paid from the proceeds of PID Bonds shall be calculated for each Certificate for Payment using the date that the Certificate for Payment is approved by the City as the date that the obligation to pay the Certificate for Payment is incurred. The City shall have no obligation to approve a Certificate for Payment for which any of the conditions to payment (described therein as the Developer's representations and warranties) have not been met. If any portion of the Reimbursement Agreement Balance remains unpaid after the City has elected to sell PID Bonds for the purpose of paying a portion of the Reimbursement Agreement Balance, the interest rate paid to the Developer on such unpaid Reimbursement Agreement Balance shall be at the rates set forth in this Section 5.04. The method for determining the interest rate for the unpaid balance of the Reimbursement Agreement Balance as set forth in this paragraph has been approved by the City Council and is authorized by and complies with the Act, including specifically subsections (e)(1) and (e)(2) of Section 372.023 of the Act. The obligation of the City to pay the Reimbursement Agreement Balance is payable solely from the PID Reimbursement Fund or from net proceeds from the sale of the PID Bonds deposited in the PID Project Fund. No other City funds, revenue, taxes, income, or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments made from the PID Reimbursement Fund toward any outstanding Reimbursement Agreement Balance, shall first be applied to unpaid interest on such Reimbursement Agreement Balance owed to the Developer, and second to unpaid principal of the Reimbursement Agreement Balance owed to the Developer. Each payment from the PID Reimbursement Fund shall be in accordance with this Agreement and shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the PID Reimbursement Fund since the last payment. All payments from net proceeds from the sale of PID Bonds deposited in the PID Project Fund shall be made in accordance with the applicable Indenture. If there is a dispute over the amount of any payment, the City shall nevertheless

pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made; however, if the Parties are unable to resolve the disputed amount, then the City's determination of the disputed amount (as approved by the City Council) shall control.

5.05 **Issuance of PID Bonds**. The City, in its sole, legislative discretion, may issue PID Bonds in accordance with the standards set forth in this Agreement and in the City PID Policy, in one or more series, when and if the City Council determines that the requirements in this Agreement and the City PID Policy have been met by Developer or can be met at the time of issuance of the PID Bonds, including but not limited to the following: (i) the statutory requirements set forth in the Act have been satisfied; (ii) the City shall receive at the time of issuance an opinion of bond counsel selected by the City stating in effect that the PID Bonds are legal and valid under Texas law and that all preconditions to their issuance under State law have been satisfied; (iii) the City shall receive the approving opinion of the Attorney General of the State of Texas as required by the Act; (iv) the Minimum Value to Lien Ratio is met (regarding which, the City in its sole discretion may require such values to be supported by an appraisal of the applicable parcels prepared by an appraiser selected by the City with all reasonable appraisal fees to be paid by the Developer) and (v) it is financially feasible for the City to issue PID Bonds for the purposes of paying the Reimbursement Agreement Balance. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Indenture. Upon the issuance of PID Bonds for such purpose and for so long as PID Bonds remain outstanding, the Developer's right to receive payments each year in accordance with Section 5.04 shall be subordinate to the deposits required under the applicable Indenture related to any outstanding PID Bonds and the Developer shall be entitled to receive funds pursuant to the flow of funds provisions of such Indenture. The failure of the City to issue PID Bonds shall not constitute a "Failure" by the City or otherwise result in a "Default" by the City. The Developer shall not be relieved of its duty to construct or cause to be constructed such improvements even if there are insufficient funds in the PID Project Fund to pay the Actual Costs of the Authorized Improvements. This Agreement shall apply to all of the PID Bonds issued by the City whether in one or more series, and no additional reimbursement agreement shall be required for future series of PID Bonds.

The City shall use diligent, reasonable and good faith efforts, subject to meeting the requirements and conditions stated herein, the City PID Policy and State law, to commence the documentation for and the issuance of PID Bonds within four to six months after receiving a Bond Issuance Request from Developer. This Agreement shall serve as the Bond Issuance Request for the Major IA Bonds. The City will consider the adoption of a PID Bond Ordinance, subject to meeting the requirements and conditions stated in this Agreement, the City PID Policy and State law, to reimburse the Developer for Actual Costs of those Authorized Improvements that are Complete at the time of the PID Bond issue less any amounts already reimbursed to Developer pursuant to this Agreement.

5.06 **Denomination, Maturity, Interest, and Security for PID Bonds**.

5.06.01 The PID Bonds shall be finally authorized by the City Council and shall be issued in the denominations, shall mature and be prepaid, shall bear interest, and shall be secured by and payable solely from the PID Bond Security, all to be as described and provided in the PID Bond Ordinance or Indenture, as applicable.

5.06.02 The final and adopted versions of the PID Bond Ordinance and the Indenture (and all documents incorporated or approved therein) shall contain provisions relating to the withdrawal, application, and uses of the proceeds of the PID Bonds when and as issued and delivered and otherwise contain such terms and provisions as are mutually approved by the City and the Developer and consistent with this Agreement.

5.07 **Sale of PID Bonds**.

5.07.01 Once approved for issuance, the PID Bonds shall be issued by the City and shall be marketed and sold as determined by the City with the cooperation and assistance of the Developer in all respects with respect to the preparation of marketing documents, such as preliminary and final official statements. The Developer agrees to provide such financial information as may be necessary for the issuance of the PID Bonds to comply with applicable securities laws and the provisions of Securities and Exchange Rule 15c2-12.

5.07.02 The aggregate principal amount of PID Bonds required to be issued hereunder shall not exceed an amount sufficient to fund: (i) the reimbursements for the Actual Costs of the Authorized Improvements; (ii) required reserves and capitalized interest (if any) during the period of construction and not more than twenty four (24) months after the completion of construction of all Authorized Improvements covered by the PID Bond issue in question; (iii) the Reserve Fund and the Administrative Fund (as defined in the Indenture); and (iv) any costs of issuance for the PID Bonds.

5.07.03 The final maturity for each series of PID Bonds shall occur no later than twenty-five (25) years from the issuance date of said PID Bonds.

5.07.04 Any PID Bonds issued must include a Reserve Fund (as defined in the Indenture) funded from proceeds of such PID Bonds at the time of issuance. Refunding PID Bonds may satisfy this requirement in cases where an existing Reserve Fund is transferred to the refunding PID Bonds. All PID Bond Reserve Funds at the time of issuance shall be in an amount equal to the lesser of: (i) the maximum annual debt service on the PID Bonds; (ii) 10% of the PID Bond proceeds; or (iii) 125% of the average annual debt service on the PID Bonds.

5.07.05 The maximum aggregate par amount of all PID Bonds shall not exceed ONE HUNDRED AND TWENTY MILLION DOLLARS ($120,000,000).

5.07.06 The City will (i) select the underwriter(s) for each series of PID Bonds; (ii) determine credit criteria; (iii) investor suitability; (iv) determine the structure of each series of such bonds; and (v) determine the continuing disclosure requirements for each series of such bonds, each with input from the Developer, but in every instance the City shall make the final decision regarding all terms and matters related to the issuance and sale of PID Bonds.

5.07.07 Prior to the issuance of PID Bonds, Developer must be current on all taxes, Assessments, fees and not in default under this Agreement or any other agreement with the

City, including information required from Developer for timely disclosures as required by any applicable continuing disclosure agreement.

5.08 **Disbursements and Transfers**.

5.08.01 The City and the Developer agree that, prior to PID Bond issuance, and upon the presentation of evidence satisfactory to the City Representative, the City will pay from the Reimbursement Fund, approved amounts from the appropriate account to the City or the Developer, as applicable, which costs may include payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible items expended by the Developer or the City. In order to receive disbursement, the Developer shall execute a Certificate for Payment to be delivered to the City no more often than once per calendar month.

5.08.02 The City and the Developer agree that from the proceeds of the PID Bonds, and upon the presentation of evidence satisfactory to the City Representative, the City will cause the trustee under the applicable Indenture to pay at closing of the PID Bonds approved amounts from the appropriate account to the City or the Developer, as applicable, which costs may include payment for costs of issuance of PID Bonds and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible items expended by the Developer and the City as of the time of the delivery of the PID Bonds as described in the SAP. In order to receive disbursement, the Developer shall execute a Closing Disbursement Request to be delivered to the City no fewer than fifteen (15) calendar days prior to the scheduled pricing date for the PID Bonds for payment in accordance with the provisions of the applicable Indenture.

5.08.03 In order to receive disbursements for Actual Costs of Authorized Improvements from the applicable fund under this Agreement and applicable Indenture, the Developer shall execute a Certificate for Payment, no more frequently than once per calendar month, to be delivered to the City for payment in accordance with the provisions of the applicable Indenture and this Agreement. Upon receipt of a Certificate for Payment (along with all accompanying documentation required by the City) from the Developer, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all Applicable Laws and applicable plans therefore and with the terms of this Agreement and any other agreement between the parties related to property in the PID, that the Authorized Improvement (or such segment thereof) has been inspected by the City and accepted by the City for ownership, operation, and maintenance, and to verify and approve the Actual Costs of such work specified in such certificate. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Certificate for Payment.

5.08.04 The Developer agrees to cooperate with the City in conducting each such review required to be made for the approval of a Certificate for Payment; and the Developer agrees to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review.

5.08.05 The Developer further agrees that sales tax will not be approved for payment under a Certificate for Payment.

5.08.06 Within fifteen (15) business days following receipt of any Certificate for Payment, the City shall either: (1) approve such certificate and, if PID Bonds have been issued, forward it to the trustee under the applicable Indenture for payment, or (2) provide the Developer with written notification of disapproval of all or part of such certificate, specifying the basis for any such disapproval. Any disputes shall be resolved as required by Section 5.08 herein. If within the fifteen (15) business day timeframe stated above, the City fails to either approve the Certificate for Payment or provide Developer with written notice according to (2) above, the Certificate for Payment shall be deemed approved. If PID Bonds have been issued, the City shall promptly deliver the approved or partially approved Certificate for Payment to the trustee under the applicable Indenture for payment no later than the sixteenth (16th) business day following receipt of the Certificate for Payment, and such trustee shall make the disbursements as quickly as practicable thereafter.

5.08.07 If proceeds from PID Bonds are still available after all the Authorized Improvements are Complete and accepted by the City, and Developer has been reimbursed for all unreimbursed Actual Costs incurred in connection therewith, the proceeds may be utilized to finance other Authorized Improvements within the PID for which reimbursements are not being received by the Developer from other public sources.

5.09 **Obligations Limited**. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the PID Reimbursement Fund or the PID Project Fund. Unless approved by the City Council, no other City funds, revenues, taxes, property, or income of any kind shall be used to pay: (1) the Actual Costs of the Authorized Improvements; (2) the Reimbursement Agreement Balance even if the Reimbursement Agreement Balance is not paid in full on or before the Maturity Date; or (3) debt service on any PID Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

5.10 **Obligation to Pay**. Subject to the provisions of Section 5.04 and 5.09, if the Developer is (1) current on payment of all taxes, assessments and fees owed to the City, and (2) in then-current compliance with its obligations under (a) this Agreement, and (b) all Developer Continuing Disclosure Agreements (if PID Bonds are issued and remain outstanding); then, following the inspection and final acceptance by the City of the applicable Authorized Improvement (or segment thereof) for ownership, operation, and maintenance by the City of an Authorized Improvement (or segment thereof) for which Developer seeks reimbursement of the Actual Costs by submission of a Certificate for Payment or Closing Disbursement Request, the obligations of the City under this Agreement to pay disbursements (whether to the Developer or to any person designated by the Developer) identified in any approved Certificate for Payment or Closing Disbursement Request and to pay debt service on PID Bonds are unconditional AND NOT subject to any defenses or rights of offset except as may be provided in any Indenture.

5.11 **City Delegation of Authority**. All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the plans and in accordance with this Agreement and all Applicable Laws. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work in accordance with all Applicable Laws, and generally accepted practices appropriate to the activities undertaken. The Developer has sole responsibility of ensuring that all Authorized Improvements are constructed in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work in accordance with City ordinances, City codes, City regulations, and generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Authorized Improvements to be acquired and accepted by the City from the Developer. If any Authorized Improvements are or will be on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvements. Inspection and acceptance by the City of Authorized Improvements will be in accordance with applicable City ordinances and regulations.

5.12 **Security for Authorized Improvements**. Prior to completion and conveyance to the City of any Authorized Improvements, the Developer shall cause to be provided to the City a maintenance bond in the amount required by the City's subdivision regulations for applicable Authorized Improvements, which maintenance bond shall be for a term of two years from the date of final acceptance by the City of the applicable Authorized Improvements for ownership, operation, and maintenance. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, meeting at least the City's minimum acceptable rating established under the City's financial institution rating system then in effect, provided that legal counsel for the City has the right to reject any surety company regardless of such company's authorization to do business in Texas. Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto so long as such delay in performance shall not subject the Authorized Improvements to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the Authorized Improvements is contested, the Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed 120 percent of the disputed amount.

5.13 **Ownership and Conveyance of Authorized Improvements.** The Developer shall furnish to the City a preliminary title report for land related to the Authorized Improvements to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City. The report shall be made available for City review and approval at least twenty (20) business days prior to the scheduled transfer of title. The City shall approve the preliminary title report unless it reveals a lien or encumbrance, or any other a matter which, in the sole judgment

of the City, would materially affect the City's ownership, use and enjoyment of the Authorized Improvements. If the City objects to any preliminary title report, the City shall not be obligated to accept title to the applicable Authorized Improvements until the Developer has cured the objections to the satisfaction of the City.

5.14 **Remaining Funds After Completion of Authorized Improvements**. Upon the entering into of final construction contracts for Authorized Improvements, if the Actual Cost of such Authorized Improvements is less than the budgeted cost as shown in *Exhibit C* to the SAP, as the same may be updated by the City, (a "Cost Underrun"), any remaining budgeted cost will be available to pay Cost Overruns on any other Authorized Improvements. Additionally, upon the final completion of Authorized Improvements and payment of all outstanding invoices for such Authorized Improvements, any Cost Underrun will be available to pay Cost Overruns on any other Authorized Improvements. A City Representative shall promptly confirm to the Administrator (as defined in the SAP) that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator and the City Representative will agree how to use such moneys to secure the payment and performance of the work for other Authorized Improvements. Any Cost Underrun for any Authorized Improvements is available to pay Cost Overruns on any other Authorized Improvements and may be added to the amount approved for payment in any Certificate for Payment, as mutually agreed to by the Developer, the Administrator and the City Representative.

5.15 **Contracts and Change Orders**. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as "Change Orders") required for the construction of Authorized Improvements. The Developer or its contractors may approve and implement any Change Orders even if such Change Order would increase the Actual Cost of Authorized Improvements, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such Change Orders except to the extent amounts are available pursuant to Section 5.14. If any Change Order is for work that requires changes to be made by an engineer to the construction and design documents and plans previously approved by the City as Approved Plans, then such revisions made by an engineer must be submitted to the City for approval by the City's engineer prior to execution of the Change Order.

ARTICLE 6. ADDITIONAL PROVISIONS

6.01 **Term**. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of the Maturity Date or the date on which the Reimbursement Agreement Balance is paid in full.

6.02 **No Competitive Bidding**. Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a) (9) of the Texas Local Government Code, as amended. All plans and specifications, but not construction contracts, shall be reviewed and approved, in writing, by the City.

6.03 **Independent Contractor**. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City.

6.04 **Audit**. The City Representative shall have the right, during normal business hours and upon five (5) business days' prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Authorized Improvements. For a period of two years after completion of the Authorized Improvements or after the expenditure of all Bond Proceeds, whichever is later, the Developer shall maintain proper books of record and account for the construction of the Authorized Improvements and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles. The Developer shall have the right, during normal business hours, to review all records and accounts pertaining to the Assessments upon written request to the City. The City shall provide the Developer an opportunity to inspect such books and records relating to the Assessments during the City's regular business hours and on a mutually agreeable date no later than ten (10) business days after the City receives such written request. The City shall keep and maintain a proper and complete system of records and accounts pertaining to the Assessments for so long as PID Bonds remain outstanding or Reimbursement Agreement Balance remains unpaid.

6.05 **Developer's Right to Protest Ad Valorem Taxes**. Nothing in this Agreement shall be construed to limit or restrict Developer's right to protest ad valorem taxes. The Developer's decision to protest ad valorem taxes on Assessed Property does not constitute a Default under this Agreement.

6.06 **PID Administration and Collection of Assessments**. If the City designates an Administrator who shall have the responsibilities provided in the SAP related to the duties and responsibilities of the administration of the PID, the City shall provide the Developer upon request with a copy of the agreement between the City and the Administrator. If the City contracts with a third-party for the collection of Annual Installments of the Assessments, the City shall provide the Developer with a copy of such agreement. Further notwithstanding anything to the contrary contained herein, the City covenants to use diligent, good faith efforts to contract with the Williamson County Tax Assessor-Collector for the collection of the Assessments such that the Assessments will be included on the ad valorem tax bill(s) for the Assessed Properties and will be collected as part of and in the same manner as ad valorem taxes. During the term of this Agreement, the City shall notify the Developer of any change of Administrator or third-party collection of the Assessments.

6.07 **Representations and Warranties**.

6.07.01 The Developer represents and warrants to the City that: (1) the Developer has the authority to enter into and perform its obligations under this Agreement; (2) the Developer has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (3) any information provided by the Developer for inclusion in a disclosure document for an issue of PID Bonds will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; (4) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (5) this Agreement is binding upon the Developer in accordance with its terms; and (6) the execution of this Agreement and the performance by the Developer of its obligations under this Agreement do not

constitute a breach or event of default by the Developer under any other agreement, instrument, or order to which the Developer is a party or by which the Developer is bound.

6.07.02 If in connection with the issuance of PID Bonds the City is required to deliver a certificate as to tax exemption (a "Tax Certificate") to satisfy requirements of the Internal Revenue Code, the Developer agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developer represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of any proceeds from the sale of PID Bonds (including, but not limited to, the use of the Authorized Improvements), the Developer further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

6.07.03 The City represents and warrants to the Developer that: (1) the City has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the City has been duly authorized to do so; (3) this Agreement is binding upon the City in accordance with its terms; and (4) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

6.08 **Default/Remedies**.

6.08.01 If either Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after notice and the expiration of the cure periods provided in this Section, then such Failure shall constitute a "Default." If a Failure is monetary, the non-performing Party shall have ten (10) business days after receipt of written notice of the alleged Failure from the other Party within which to cure the Failure. If a Failure is non-monetary, the non-performing Party shall have thirty (30) calendar days after receipt of written notice from the other Party within which to cure the Failure; provided however, that the cure period for a non-monetary Failure may be extended as allowed under Section 6.08.05.

6.08.02 If the Developer is in Default, the City shall have available all remedies at law or in equity; including, without limitation, the right to withhold payments to Developer under this Agreement. In addition, if the Developer attempts to transfer its interests in this Agreement in violation of Section 6.10, the City, in its sole discretion, shall have the right to terminate this Agreement.

6.08.03 If the City is in Default, the Developer shall have available all remedies at law or in equity; provided, however, no Default by the City shall entitle the Developer to terminate this Agreement.

6.08.04 The City shall give notice of any alleged Failure by the Developer to each Transferee identified in any notice from the Developer, and such Transferees shall have the right, but not the obligation, to cure the alleged Failure within the same cure periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Agreement unless the Transferee agrees in writing to be bound.

6.08.05 If the performance of a non-monetary covenant or obligation to be performed hereunder by any Party (i.e., not including a covenant or obligation to pay money) is delayed as a result of circumstances which are beyond the control of such Party (which circumstances may include, without limitation, acts of God, pandemics, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts) ("Force Majeure"), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than three (3) calendar days after the claiming Party becomes aware of the same, unless prevented by such Force Majeure event from doing so, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of time for performance contained in this Section.

6.09 **Remedies Outside the Agreement**. Nothing in this Agreement constitutes a waiver by the City of any remedy the City may have outside this Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Authorized Improvements. The City shall not be deemed to waive any defenses or immunities, whether sovereign, governmental, legislative, qualified or otherwise, all such defenses and immunities being expressly retained. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the PID. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development of property within the PID.

6.10 **Transfers**. The Developer has no right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, the Developer's right, title, or interest to payments under this Agreement without the prior written consent of the City. The Developer may, with the prior written consent of the City, convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, the Developer's right, title, or interest to payments under this Agreement (but not performance obligations) including, but not limited to, any right, title, or interest of the Developer in and to payments of the Reimbursement Agreement Balance, whether such payments are from

the PID Reimbursement Fund or from Bond Proceeds (any of the foregoing, a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Notice of the Transfer must be provided to the City with such notice including substantially final transfer documents between Developer and the Transferee. No such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance shall be made if such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance would result in (1) the payments contemplated hereunder being pledged to the payment of securities issued by a private or corporate entity or pledged to the payment of debt service on public securities issued by any state of the United States or any political subdivision, and/or (2) the City being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (3) the City being subjected to additional reporting or recordkeeping duties, and the Developer and Transferee shall each certify to the same and such certifications shall be delivered to the City when notice of the Transfer is given to the City. Additionally, the transfer documents between the Developer and the Transferee must explicitly require that the requirements of this section apply to all subsequent transfers made by the Transferee and any future transferees. Notwithstanding the foregoing, no Transfer shall be effective until the City has given its prior written consent to the Transfer and the certifications required herein are given to the City. The City may rely on notice of a Transfer received from the Developer without obligation to investigate or confirm the validity of the Transfer. The Developer waives all rights or claims against the City for any funds paid to a third party as a result of a Transfer for which the City received notice and provided its written consent to such Transfer. The Developer shall pay all costs of the City in connection with any proposed Transfer. The City shall not be required to make payments pursuant to this Agreement to more than two parties, nor shall it be required to execute any consent or make any representations or covenants relating to such assignment.

6.11 **Qualified Tax-Exempt Status**. In any calendar year in which PID Bonds are issued, the Developer agrees to pay the City additional costs ("Additional Costs") the City may incur in the issuance of City obligations (the "City Obligations") as described in this Section 6.11 if the City Obligations are deemed not to qualify for the designation of "qualified tax-exempt obligations" ("QTEO") as defined in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this Section 6.11 into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. Additionally, the City will provide the Developer on an annual basis no later than August 15th each year the projected amount of City Obligations to be issued in the upcoming year based on its annual budget process.

In the event the City issues PID Bonds prior to the issuance of City Obligations, the City's Financial Advisor shall calculate the estimated Additional Costs based on the market conditions as they exist approximately thirty (30) calendar days prior to the date of the pricing of the PID Bonds (the "Estimated Additional Costs"), and the City shall provide a written invoice to the Developer. Unless otherwise agreed to in writing by the City, the Developer shall pay such Estimated Additional Costs to the City on or before the earlier of (i) ten (10) business days after the date of the City's invoice and (ii) five (5) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any issue of PID Bonds until the Developer has paid to

the City the Estimated Additional Costs related to the PID Bonds then being issued. The Estimated Additional Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City's approval of the City Obligations, the City's Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the "Actual Increased Costs"). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased Costs. In the event the Actual Increased Costs are less than the Estimated Additional Costs, the City will refund to the Developer the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased Costs. If the Actual Increased Costs are more than the Estimated Additional Costs, the Developer will pay to the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased Costs. If the Developer does not pay the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased Costs, the Developer shall not be reimbursed for any Developer Advances until such payment is made in full.

In the event the City issues City Obligations prior to the issuance of PID Bonds, the City's Financial Advisor shall calculate the estimated Additional Costs based on the market conditions as they exist approximately twenty (20) days prior to the date of the pricing of the City Obligations (the "Estimated Additional City Obligation Costs"), and the City shall provide a written invoice to the Developer. The Developer shall pay such Estimated Additional City Obligation Costs to the City at least ten (10) days prior to pricing the City Obligations. If the Developer has not paid the Estimated Additional City Obligation Costs to the City by the required time, the City, at its option, may elect to designate such City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year. The Estimated Additional City Obligation Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City's approval of the City Obligations, the City's Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the "Actual Increased City Obligation Costs"). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased City Obligation Costs. In the event the Actual Increased City Obligation Costs are less than the Estimated Additional City Obligation Costs, the City will refund to the Developer the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased City Obligation Costs. If the Actual Increased City Obligation Costs are more than the Estimated Additional City Obligation Costs, the Developer will pay to the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased City Obligation Costs. If the Developer does not pay the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased City Obligation Costs, the Developer shall not be reimbursed for any Developer Advances until such payment is made in full.

To the extent any developer(s) or owner(s) (including the Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid

subsequently by a developer or owner (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Developer, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the proportion set forth in the next paragraph, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of such Additional Costs.

The City shall charge Additional Costs attributable to any other developer or owner on whose behalf the City has issued debt in the same manner as described in this Section 6.11, and the Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Developer's portion had already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Developer. The portion owed by the Developer shall be determined by dividing the total Bond Proceeds from any debt issued on behalf of the Developer in such calendar year by the total Bond Proceeds from any debt issued by the City for the benefit of all owners or developers (including the Developer) in such calendar year.

If in any calendar year the City issues City Obligations or PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, then no Additional Costs shall be due from the Developer in connection with such PID Bonds. The Additional Costs incurred with respect to such PID Bonds shall be allocated as described above, and if any Additional Costs had already been paid by the Developer to the City for such calendar year, then such excess of Additional Costs shall be reimbursed to the Developer within five (5) business days of the issuance of such City Obligations or PID Bonds, as applicable.

Notwithstanding any provision in this Section 6.11 to the contrary, the Parties recognize and agree that the provisions of this Section 6.11 are intended to compensate the City in the event the issuance of PID Bonds prevents the City from issuing other obligations as QTEO and the City may, in its sole discretion, waive the applicability of this Section 6.11 in any calendar year and such waiver does not impact the applicability of this Section 6.11 in future calendar years.

6.12 **Estoppel Certificate**. From time to time upon written request of the Developer, the City Manager will execute a written estoppel certificate (1) identifying any obligations of the Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; or (2) stating, if and to the extent true, that to the best knowledge and belief of the City, the Developer is in compliance with its duties and obligations under this Agreement.

6.13 **Applicable Law; Venue**. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Williamson County, Texas.

6.14 **Notice**. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (1) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address

regardless of whether such person is the named addressee; or (2) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

To the City:	City of Georgetown P.O. Box 409 Georgetown, Texas 78627 or 808 Martin Luther King Jr. St. Georgetown, Texas 78626 Attn: City Manager
With a copy to:	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
To the Developer:	Attn: John Landwehr 4215 W. Lovers Lane, Ste 150 Dallas, TX 75209 Email: jlandwehr@columnarinvestments.com Attn: Logan Kimble 7600 N. Capital of Texas Hwy, Bldg. C, Ste. 160 Austin, TX 78731 Email: lkimble@columnarinvestments.com
With a copy to:	Metcalfe Wolff Stuart & Williams LLP 221 West 6th Street, Suite 1300 Austin, Texas 78701 Attn: Talley J. Williams

Any Party may change its address by delivering notice of the change in accordance with this Section.

6.15 **Conflicts; Amendment**. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound: (1) first, the provisions and intent of any applicable Indenture shall control, and (2) second, the provisions and intent of this Agreement shall control subject only to the terms of any applicable Indenture. This Agreement may only be amended by written agreement of the Parties.

6.16 **Severability**. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

6.17 **Non-Waiver**. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

6.18 **Third Party Beneficiaries**. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City, the Developer, and Transferees any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City, the Developer, and Transferees.

6.19 **Counterparts**. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

6.20 **Verifications of Statutory Representations and Covenants**. The Developer 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 Developer 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.

6.20.01 Not a Sanctioned Company. 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, Government Code. The foregoing representation 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.

6.20.02 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 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.

6.20.03 No Discrimination Against Firearm Entities. The Developer 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.

6.20.04 No Boycott of Energy Companies. 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. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

6.21 **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.

6.22 **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.

6.23 **Sales and Use Tax Exemption**. The Parties understand that, as municipally and publicly owned and acquired properties, all costs of materials, other properties and services used in constructing the Authorized Improvements to be acquired by the City are exempt under the current Tax Code from sales and use taxes levied by the State of Texas, or by any city, county, special district, or other political subdivision of the State, as set forth in Section 151.309 of Tax Code and 34 Tex. Admin. Code, sec. 3.291.

Upon request of the Developer, and to the extent provided by law, the City will provide such certifications to the Developer and/or to suppliers and contractors as may be required to assure the exemptions claimed herein.

The City and the Developer shall cooperate in structuring the construction contracts for the Authorized Improvements to comply with requirements (including those set forth in 34 Tex. Admin. Code, sec. 3.291) for exemption from sales and use taxes.

6.24 **Buyer Disclosure**. In accordance with Section 5.014 of the Texas Property Code, the Developer agrees to provide any purchaser of real property located in the PID a buyer disclosure notice substantially in the form attached to the SAP as *Exhibit L.*

6.25 **Exhibit List**. The following exhibits are made part of this Agreement for all purposes as if set forth in full:

Exhibit A	Certificate for Payment
Exhibit B	Closing Reimbursement Request
Exhibit C	Future Improvement Area
Exhibit D	Major Improvements
Exhibit E	Major Improvement Area

[Execution 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

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS PID Construction, Financing and Reimbursement Agreement for the Heirloom Public Improvement District is acknowledged before me on this the _____ day of _____, 2026, by Josh Schroeder, Mayor of the City of Georgetown, Texas, on behalf of the City of Georgetown, Texas.

_____
Notary Public, State of Texas

DEVELOPER:

HEIRLOOM EAST TX, LLC,
a Delaware limited liability company

By: _____
Name: Daniel A. Traylor
Title: Manager

ACKNOWLEDGEMENT

THE STATE OF INDIANA §
§
COUNTY OF VANDERBURGH §

THIS PID Construction, Financing and Reimbursement Agreement for the Heirloom Public Improvement District is acknowledged before me on this the _____ day of _____, 2026, by Daniel A. Traylor, Manager of HEIRLOOM EAST TX, LLC, a Delaware limited liability company, on behalf of said entity.

_____
Notary Public Signature

DEVELOPER:

HEIRLOOMTX, LLC,
a Delaware limited liability company

By: _____
Name: Daniel A. Traylor
Title: Manager

ACKNOWLEDGEMENT

THE STATE OF INDIANA §
§
COUNTY OF VANDERBURGH §

THIS PID Construction, Financing and Reimbursement Agreement for the Heirloom Public Improvement District is acknowledged before me on this the _____ day of _____, 2026, by Daniel A. Traylor, Manager of HEIRLOOMTX, LLC, a Delaware limited liability company, on behalf of said entity.

_____
Notary Public Signature

HEREBY CONSENTED TO,
SOLELY IN ITS CAPACITY
AS A LANDOWNER, BY:

HEIRLOOM1 COMMUNITIES TX, LLC,
a Delaware limited liability company

By: **CH II HEIRLOOM1 COMMUNITIES TX, LLC**, a Delaware limited liability company, its Manager

By: _____
Name: Daniel A. Traylor
Title: Governing Person

ACKNOWLEDGEMENT

STATE OF INDIANA §
§
COUNTY OF VANDERBURGH §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Daniel A. Traylor, Governing Person for CH II Heirloom1 Communities TX, LLC, a Delaware limited liability company, Manager of Heirloom1 Communities TX, LLC, a Delaware limited liability company, on behalf of said entities.

_____
Notary Public Signature

HEREBY CONSENTED TO,
SOLELY IN ITS CAPACITY
AS A LANDOWNER, BY:

GEORGETOWN INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas

By:_____
Name: Devin Padavil_____
Title: Superintendent_____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Dr. Devin Padavil, Superintendent of Georgetown Independent School District, a political subdivision of the State of Texas, on behalf of said entity.

_____
Notary Public Signature

EXHIBIT A-1

FORM OF CERTIFICATE FOR PAYMENT
(Major Improvements)

The undersigned is an agent for _____, a Delaware limited liability company (the "Developer") and requests the City of Georgetown, Texas (the "City") approve payment from the **[PID Project Fund] [PID Reimbursement Fund]** in the amount of _____U.S. DOLLARS AND 00/100 ($_____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Major Improvements providing a special benefit to property within the Heirloom Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the PID Construction, Financing and Reimbursement Agreement between the Developer and the City.

In connection with the above referenced payment request, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The work described in Attachment 1 has been completed.

3. The payment requested for the below referenced Major Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

4. The amount listed for the Actual Costs of the Major Improvements below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Major Improvements, and such costs (i) are in compliance with the PID Construction, Financing and Reimbursement Agreement, and (ii) are consistent with the SAP. All information and documents in Developer's possession or under its control supporting the amount of Actual Costs claimed (the "**Supporting Documentation**") is included with this Certification of Payment. The Supporting Documentation is presented in Attachments 1-4 to this Certificate for Payment. Developer will provide additional Supporting Documentation to the City on request.

5. The Developer is in compliance with the terms and provisions of the PID Construction, Financing and Reimbursement Agreement, the SAP, and the Developer Continuing Disclosure Agreement.

6. The Developer has timely paid all ad valorem taxes and annual installments of Assessments it owes or an entity the Developer controls owes, located in the Heirloom Public Improvement District and has no outstanding delinquencies for such assessments.

7. All conditions set forth in the Indenture (as defined in the PID Construction, Financing and Reimbursement Agreement) for the payment hereby requested have been satisfied.

8. The Developer confirms that all work with respect to the Major Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Major Improvement (or its completed segment).

9. The Developer agrees to cooperate with the City in conducting its review of the requested payment and Supporting Documentation, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

10. The Developer confirms that **[based on the statements provided by the Trustee (as defined in the SAP)][based on all prior amounts paid to Developer from the PID Reimbursement Fund]** as of the date of this Certificate for Payment and based on the percentage of completion of the Major Improvements as of the date of this Certificate for Payment as verified by the City payment of the amounts requested in this Certificate for Payment, taking into account all prior payments for the Major Improvements and the amount of work related to the Major Improvements remaining to be completed as of the date of this Certificate for Payment will not cause the amounts on deposit in **[the PID Project Fund] [the PID Reimbursement Fund]** to fall below the amount necessary to complete the remaining Major Improvements taking into account the amounts available to the Developer under its private loan, a line of credit and/or any other form acceptable to the City.

11. **Payments requested are as follows:**

a. X amount to Person or Account Y for Z goods or services.

b. Payment / Wire Instructions

Attached hereto as Supporting Documentation (*see* Attachments 2 – 4) are invoices, cancelled checks, receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and/or lien releases and supporting documentation in the standard form for City construction projects.

Pursuant to the PID Construction, Financing and Reimbursement Agreement, after receiving this payment request, the City has inspected the Major Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Required Attachments:
Supporting Documentation (*See* Attachments 1-4)

EXHIBIT A-1

I hereby declare that the above representations and warranties and the Supporting Documentation provided are true and correct.

[DEVELOPER SIGNATURE BLOCK TO BE INSERTED]

EXHIBIT A-2

FORM OF CERTIFICATE FOR PAYMENT

The undersigned is an agent for _____, a Delaware limited liability company (the "Developer") and requests the City of Georgetown, Texas (the "City") approve payment from the **[PID Project Fund] [PID Reimbursement Fund]** in the amount of _____U.S. DOLLARS AND 00/100 ($_____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements providing a special benefit to property within the Heirloom Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the PID Construction, Financing and Reimbursement Agreement between the Developer and the City.

In connection with the above referenced payment request, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The work described in Attachment 1 has been completed.

3. The payment requested for the below referenced Authorized Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

4. The amount listed for the Actual Costs of the Authorized Improvements below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvements, and such costs (i) are in compliance with the PID Construction, Financing and Reimbursement Agreement, and (ii) are consistent with the SAP. All information and documents in Developer's possession or under its control supporting the amount of Actual Costs claimed (the "**Supporting Documentation**") is included with this Certification of Payment. The Supporting Documentation is presented in Attachments 1-4 to this Certificate for Payment. Developer will provide additional Supporting Documentation to the City on request.

5. The Developer is in compliance with the terms and provisions of the PID Construction, Financing and Reimbursement Agreement, the SAP, and the Developer Continuing Disclosure Agreement.

6. The Developer has timely paid all ad valorem taxes and annual installments of Assessments it owes or an entity the Developer controls owes, located in the Heirloom Public Improvement District and has no outstanding delinquencies for such assessments.

7. All conditions set forth in the Indenture (as defined in the PID Construction, Financing and Reimbursement Agreement) for the payment hereby requested have been satisfied.

EXHIBIT A-2

8. The Developer confirms that all work with respect to the Authorized Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Authorized Improvement (or its completed segment) and on _____, the City accepted same in writing for ownership by the City, and maintenance by the City or the HOA (as applicable, pursuant to the Maintenance Agreement required by the Construction, Financing and Reimbursement Agreement).

9. The Developer agrees to cooperate with the City in conducting its review of the requested payment and Supporting Documentation, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

10. The Developer confirms that **[based on the statements provided by the Trustee (as defined in the SAP)][based on all prior amounts paid to Developer from the PID Reimbursement Fund]** as of the date of this Certificate for Payment and based on the percentage of completion of the Authorized Improvements as of the date of this Certificate for Payment as verified by the City payment of the amounts requested in this Certificate for Payment, taking into account all prior payments for the Authorized Improvements and the amount of work related to the Authorized Improvements remaining to be completed as of the date of this Certificate for Payment will not cause the amounts on deposit in **[the PID Project Fund] [the PID Reimbursement Fund]** to fall below the amount necessary to complete the remaining Authorized Improvements taking into account the amounts available to the Developer under its private loan, a line of credit and/or any other form acceptable to the City.

11. **Payments requested are as follows:**

a. X amount to Person or Account Y for Z goods or services.

b. Payment / Wire Instructions

Attached hereto as Supporting Documentation (*see* Attachments 2 – 4) are invoices, cancelled checks, receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and/or lien releases and supporting documentation in the standard form for City construction projects.

Pursuant to the PID Construction, Financing and Reimbursement Agreement, after receiving this payment request, the City has inspected the Authorized Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations, and the City has accepted the Authorized Improvements (or completed segments) for ownership, operation, and maintenance.

EXHIBIT A-2

Required Attachments:
Supporting Documentation (*See* Attachments 1-4)

EXHIBIT A-2

I hereby declare that the above representations and warranties and the Supporting Documentation provided are true and correct.

[DEVELOPER SIGNATURE BLOCK TO BE INSERTED]

EXHIBIT A

Attachment 1 to Certificate for Payment

Work Completed under this Certificate for Payment

Description of Work Completed under this Certificate for Payment	Cost of Work Completed	Percentage of Work Completed

EXHIBIT A

Attachment 2 to Certificate for Payment

Bills Paid Affidavits or Waivers and Lender Waivers

[Attach unconditional waivers and/or bills paid affidavits evidencing that all contractors and subcontractors that performed work described in Attachment 1 has been paid in full for all work completed through the date of the previous Certificate for Payment]

[Attach lender consents or approvals]

EXHIBIT A

Attachment 3 to Certificate for Payment

Invoice Ledger, Invoices, Receipts, Worksheets

INVOICE LEDGER

Invoice Ledger Entity: _____ Project: Heirloom Public Improvement District								
Certification of Payment Form No. ____	**Date**	**Vendor**	**Invoice #**	**Invoice Amount**	**Requested Amount**	**Approved Amount**	**Budget Sub-Category**	**Budget Description**

[Attach invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the costs for which payment is requested]

EXHIBIT A

Attachment 4 to Certificate for Payment

JOINDER OF PROJECT ENGINEER
TO CERTIFICATE FOR PAYMENT

The undersigned Project Engineer joins this Certificate for Payment solely for the purposes of certifying that the representations made by the Developer in Paragraph 2 of the Certificate for Payment and the Supporting Documentation are true and correct in all material respects.

_____

By: _____
Name:_____
Title**:** _____
Date:_____

EXHIBIT A

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, acknowledges that the Authorized Improvements (or a completed segment) covered by the Certificate for Payment have been inspected by the City, [if applicable: [and finally accepted by the City for ownership, operation and maintenance], and otherwise finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment **[and shall include said payments in the City Order (as defined in the Indenture) submitted to the Trustee directing payments to be made from the applicable fund in accordance with the Indenture] [and approves direct payment to be made from the PID Reimbursement Fund]** to the Developer or to any person designated by the Developer.

CITY OF GEORGETOWN, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____, a Delaware limited liability company (the "Developer") and requests the City of Georgetown, Texas (the "City") approve payment from the PID Project Fund in the amount of _____U.S. DOLLARS AND 00/100 ($_____) to be transferred from the applicable account of the PID Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Heirloom Public Improvement District (the "District") and costs associated with the issuance of PID Bonds, as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the PID Construction, Financing, and Reimbursement Agreement between the Developer and the City (the "Reimbursement Agreement").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced establishment, administration, and operation of the PID and/or costs of issuance of the PID Bonds at the time of the delivery of the PID Bonds have not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the PID at the time of the delivery of the PID Bonds, and such costs are in compliance with the SAP.
4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the SAP, and the Developer Continuing Disclosure Agreement, and the Indenture.
5. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.
7. Payments requested hereunder shall be made as directed below:

[Information regarding Payee, amount, and deposit instructions attached]

[Signature is on the following page.]

I hereby declare that the above representations and warranties are true and correct.

DEVELOPER:

[DEVELOPER SIGNATURE BLOCK TO BE INSERTED]

EXHIBIT B

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Order submitted to the Trustee directing payments to be made from the applicable account under the Indenture upon delivery of the PID Bonds.

CITY OF GEORGETOWN, TEXAS

By: _____

Name: _____

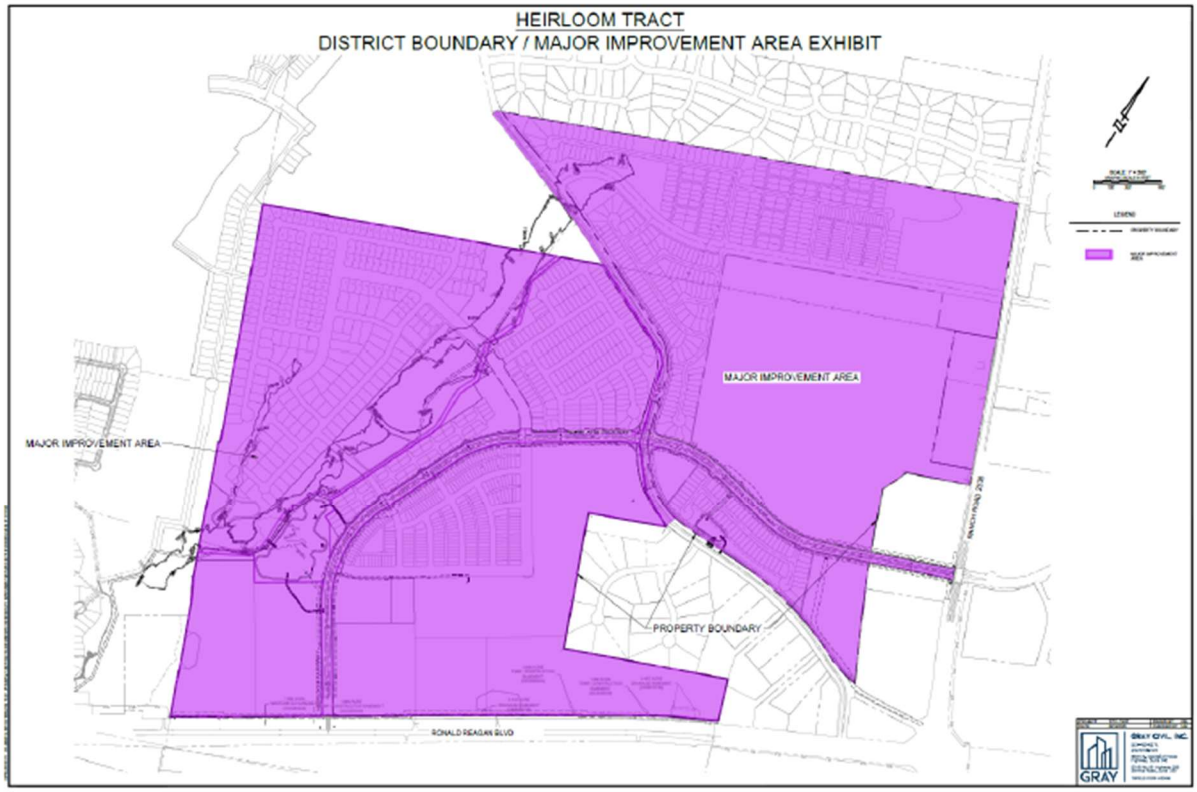
Title: _____

Date: _____

EXHIBIT C

FUTURE IMPROVEMENT AREA[1]

EXHIBIT B – DISTRICT/MAJOR IMPROVEMENT AREA BOUNDARY MAP



[1] As the Major Improvement Area covers the entire District, the Future Improvement Area consists of the entirety of the District.

EXHIBIT D

MAJOR IMPROVEMENTS

Streets

With Phase 1, primary access to the District will be provided via the Heirloom Pkwy. extension, which will continue on the west side of Williams Drive opposite of the existing section of Parmer Ranch Blvd. built with the Parmer Ranch Development. The Heirloom Pkwy. collector will then continue across the site, intersect with CR 248, and turn south before tying into the planned expanded section of Ronald Reagan Blvd. The subsequent residential phases of the development will branch off Heirloom Pkwy. For access. The collector will utilize a 96' ROW with a 4-lane divided 50' pavement section and 10' sidewalks on either side. Road section design is described in the Planned Unit Development Zoning Ordinance 2025-45-PUD. Proposed streets have been designed to urban standards consisting of concrete curb and gutter and will be designed with a flexible pavement section consisting of prepared subgrade, crushed limestone base, and hot mix asphaltic concrete (HMAC) pavement surface. The pavement recommendations can be found in the Heirloom tract Geotechnical Investigation reports prepared by MLA Geotechnical dated November 2025. The proposed street network meets City of Georgetown horizontal and vertical geometric design criteria. Ten-foot sidewalks with ADA ramps will be constructed along the collector on both sides of the street and will be constructed following standard specifications and details. Signage, valley gutters, excavation, embankment, clear and grub, and testing are also included within these improvements. See Heirloom Tract Phase 1 Construction plans prepared by Gray Civil for additional design information and street cross sections. The SAP provides that the costs of Streets attributable to the Major Improvement Area total an estimated $5,740,904.

Water

The District will be served water by the City of Georgetown. An existing 24" line is located on the east side of CR 248, an existing 30" line is located on the south side of Ronald Reagan Blvd, and an existing 12" line is located on the west side of RM 2338. As part of the subdivision improvements, an 12" waterline is proposed to be constructed down the Parmer Ranch Blvd ROW and connected to the existing 30" waterline. The northern portion of the site will be served by a proposed 12" line to be connected to the existing 12" line. Water will be provided to the individual lots by proposed 8-inch and 12-inch water lines located within the public ROW. Utility line sizing is preliminary in nature and will ultimately depend on recommendation from GUS and their water model.

The SAP provides that the costs of Water improvements attributable to the Major Improvement Area total an estimated $1,168,742.

Wastewater

The portion of the District that generally slopes from northeast to southwest will gravity flow via a proposed 12" trunk line into an existing manhole offsite to the southwest corner of the site and to the existing Nolina lift station. A lift station will be constructed at the northeast corner for the remainder of the site and wastewater flows will be pumped back to an existing manhole connection to a 12" gravity wastewater line along RM 2338 via a force main. Phase 1 will include the

construction of the 12" main trunk line through the site, while 8" local lines will be added with future phases.

Internal wastewater utilities will be typically located within the proposed right-of-way's standard assignments as established by the City of Georgetown. Internal water mains will be located outside of the pavement within the right-of-way per GUS standard assignment. The internal lines will be constructed in accordance with the GUS water and wastewater system design criteria and specifications. Improvements include trench excavation and embedment, trench safety, piping, valves, hydrants, manholes, service connections, testing, related earthwork, erosion controls and all necessary appurtenances.

The SAP provides that the costs of Wastewater improvements attributable to the Major Improvement Area total an estimated $1,385,791.

Drainage

Stormwater runoff generated within the development will be conveyed by a system of curb and gutters, inlets, storm drains, channels, and ponds before being released into a tributary of either the North Fork San Gabriel River to the south or Berry Creek to the east, and onto neighboring properties. The drainage study performed for the preliminary plat utilizes the NRCS method to determine peak flow runoff for the 2-, 10-, 25-, and 100-year storms. The site is entirely within the Edwards Aquifer Contributing Zone and will therefore be required to provide water quality treatment and submit a related Contributing Zone Plan to TCEQ for all construction plan submittals.

Most of the District generally slopes in a southerly direction and is bisected by a small tributary of the North Fork San Gabriel River, conveying offsite flows through the site. This tributary constitutes roughly 22.5 acres of existing calculated non-FEMA floodplain on the site and will necessitate two main culvert/bridge crossings. The portion of the District that flows to the northeast includes the 1 acre of FEMA zone A floodplain and constitutes a tributary to Berry Creek. Water Quality best management practices will be used to meet both the TCEQ's 80% TSS removal requirements along with the City of Georgetown's 85% removal requirement. Detention will be provided to reduce developed flows to predeveloped conditions for the 2, 10, 25, and 100-yr storm events.

Drainage improvements include trench excavation and embankment, trench safety, piping, manholes, junction boxes, inlets, headwalls, channels, and associated outflow structures, testing, related earthwork, and erosion controls.

The SAP provides that the costs of Drainage improvements attributable to the Major Improvement Area total an estimated $2,060,233.

EXHIBIT D

Parkland

The improvements to the parkland include the construction of a 10' wide paved hike and bike trail built to ADA standards along with associated benches and lighting. There will also be a network of bench cut, natural surface trails woven throughout the parkland/floodplain area.

The SAP provides that the costs of Parkland improvements attributable to the Major Improvement Area total an estimated $2,000,000.

Soft Costs

Costs related to designing, constructing, installing, and financing the PID Improvements, including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, district formation costs, landscaping and other PID costs incurred and paid by the developer.

The SAP provides that the costs of Soft Costs attributable to the Major Improvement Area total an estimated $1,795,227.

Contingency

The SAP provides that the costs of Contingency attributable to the Major Improvement Area total an estimated $1,698,108.

[See attached maps depicting the Major Improvements]

EXHIBIT D

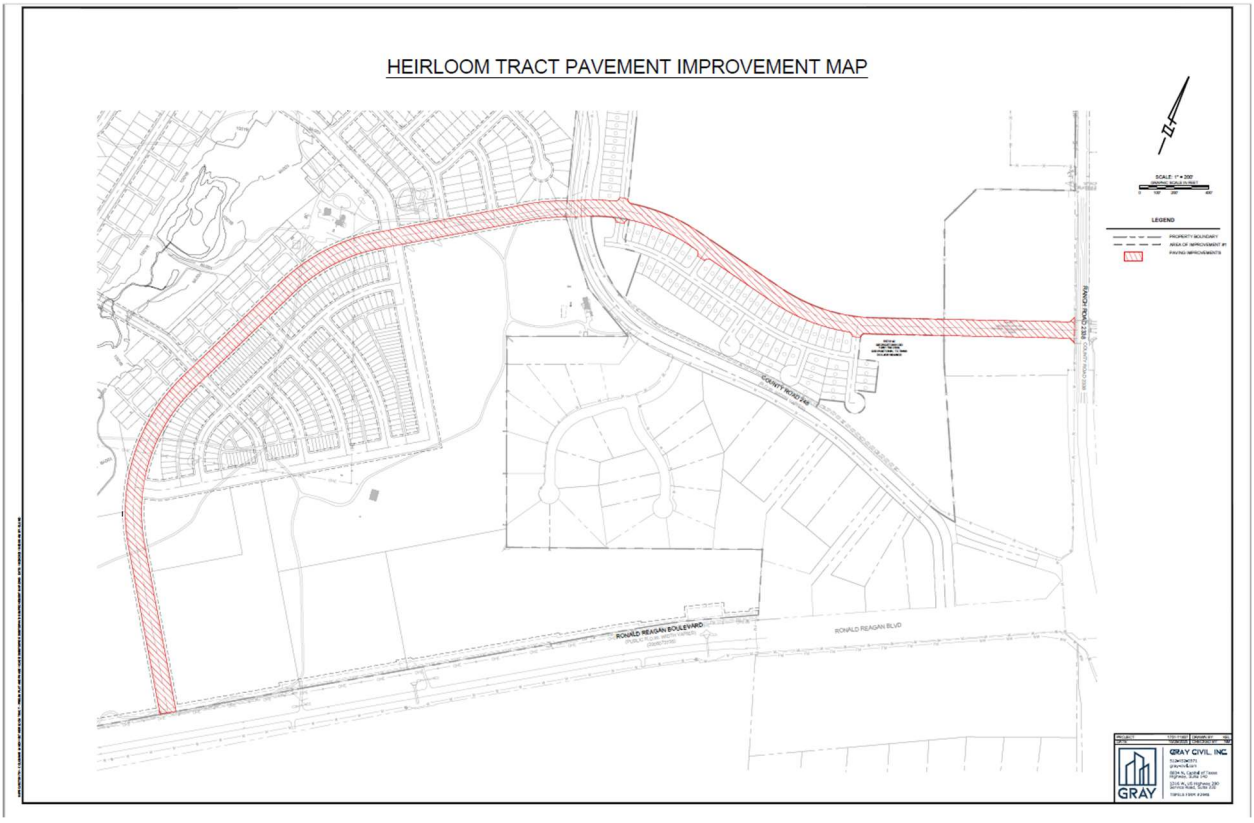

HEIRLOOM TRACT PAVEMENT IMPROVEMENT MAP
LEGEND
PROPERTY BOUNDARY
AREA OF IMPROVEMENT BY PAVING IMPROVEMENTS
RONALD REAGAN BOULEVARD
RONALD REAGAN BLVD
COUNTY ROAD 248
GRAY CIVIL, INC.
GRAY

EXHIBIT D

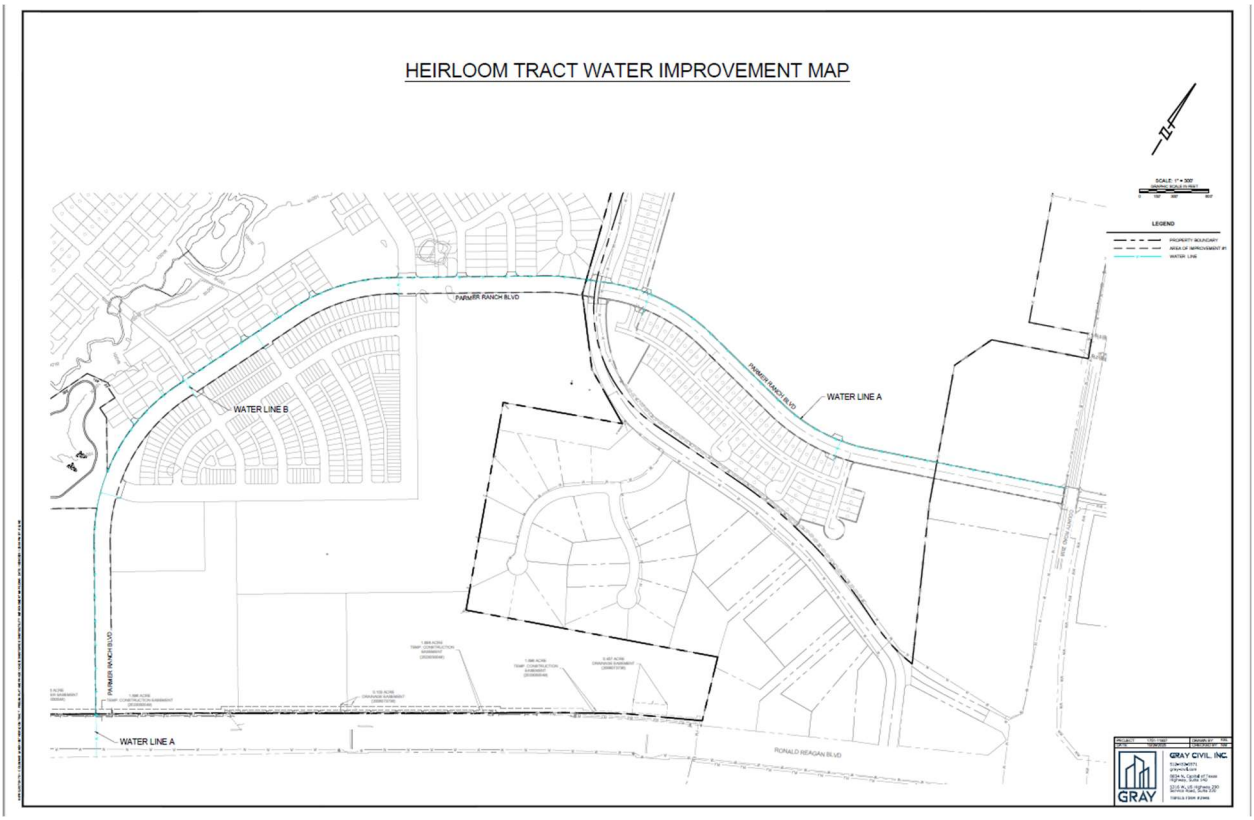

HEIRLOOM TRACT WATER IMPROVEMENT MAP
LEGEND
PROPERTY BOUNDARY
AREA OF IMPROVEMENT #1
WATER LINE
PARMER RANCH BLVD
WATER LINE B
WATER LINE A
RONALD REAGAN BLVD
GRAY CIVIL, INC.
GRAY

EXHIBIT D

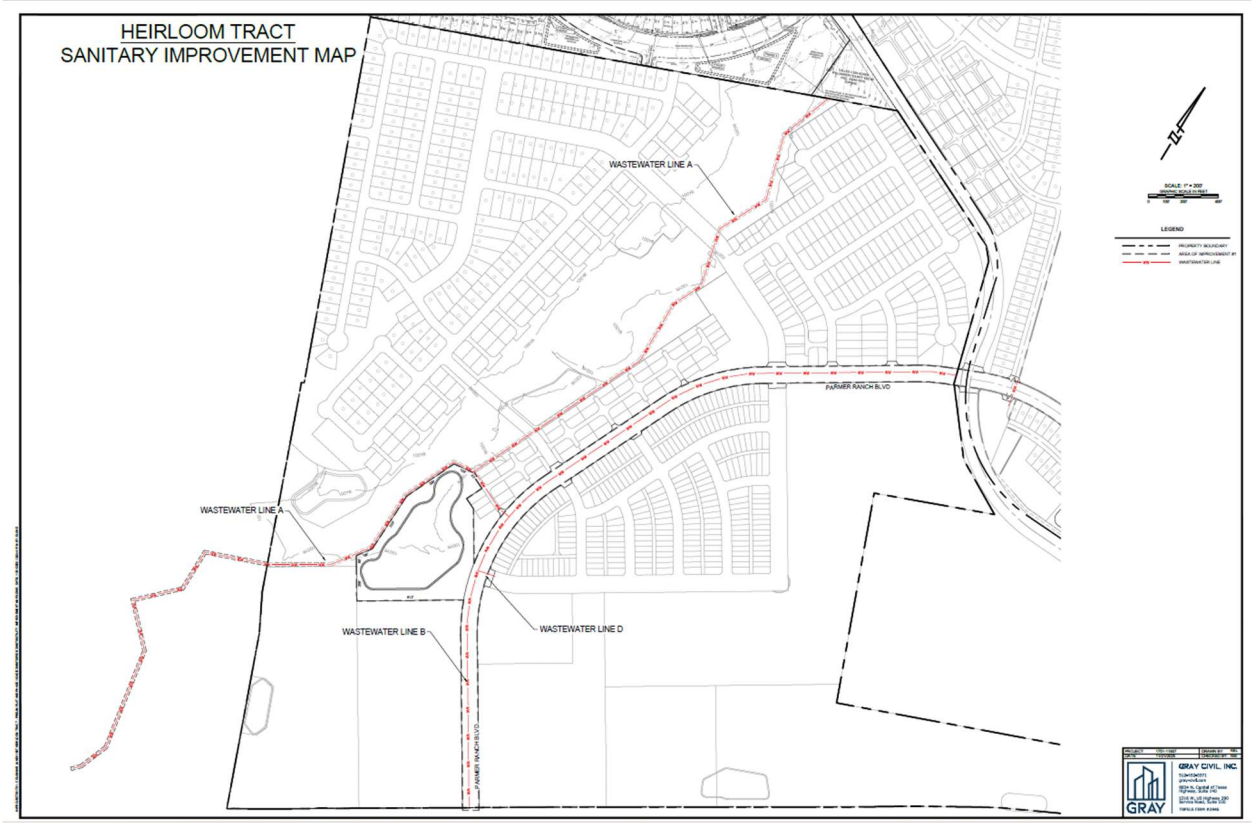

HEIRLOOM TRACT
SANITARY IMPROVEMENT MAP
WASTEWATER LINE A
WASTEWATER LINE A
WASTEWATER LINE B
WASTEWATER LINE D
FARMER RANCH BLVD
FARMER RANCH BLVD
LEGEND
GRAY CIVIL, INC.
GRAY

EXHIBIT D

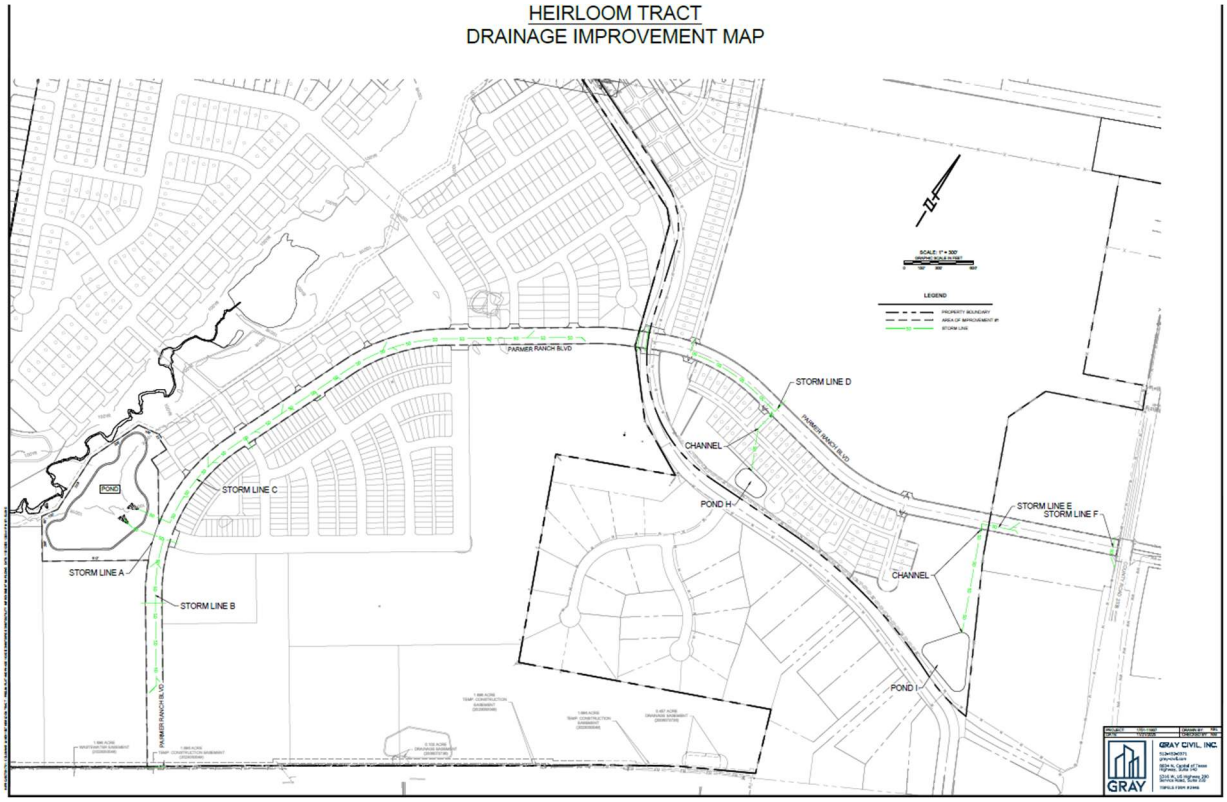

HEIRLOOM TRACT
DRAINAGE IMPROVEMENT MAP
LEGEND
PARMER RANCH BLVD
STORM LINE D
CHANNEL
POND H
STORM LINE E
STORM LINE F
CHANNEL
POND I
POND
STORM LINE C
STORM LINE A
STORM LINE B
GRAY CIVIL, INC.
GRAY

EXHIBIT D

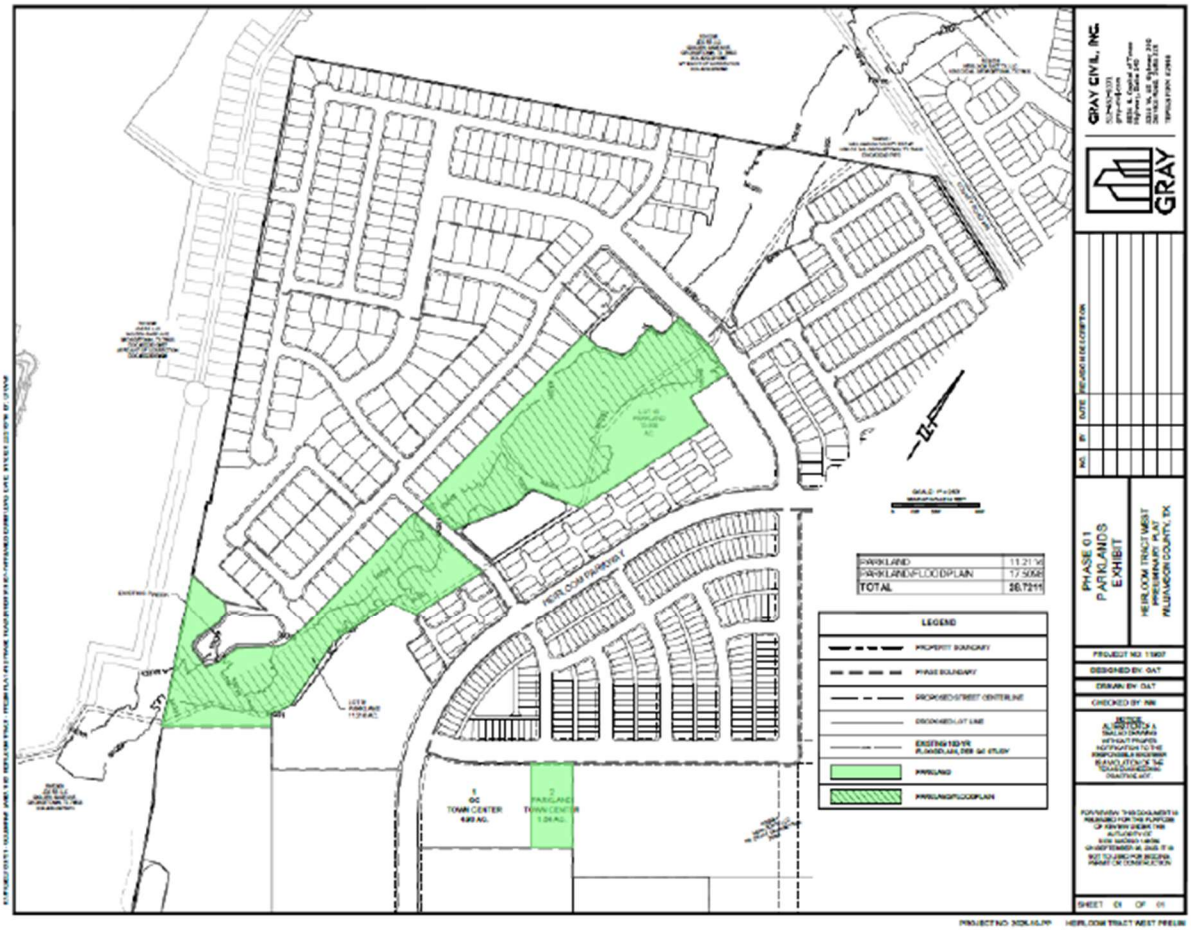
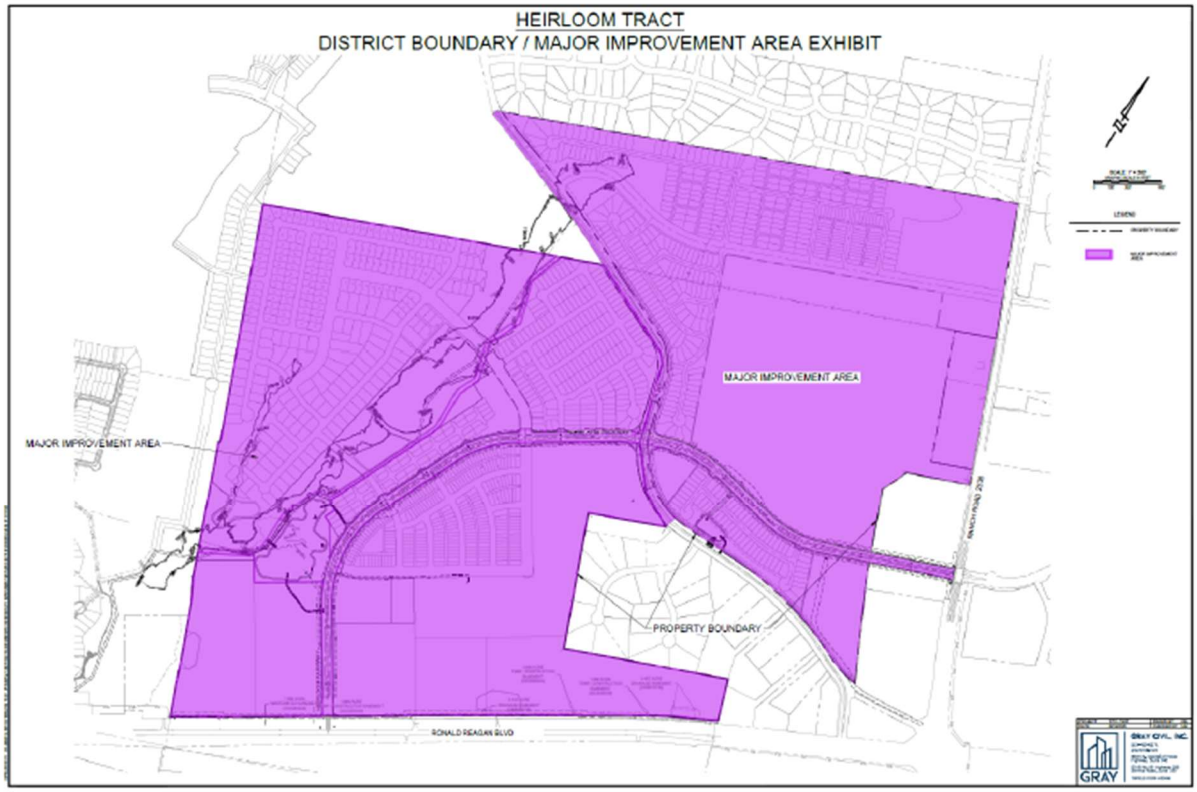

GRAY CIVIL, INC.
GRAY
PHASE 01
PARKLANDS
EXHIBIT
HEIRLOOM TRACT WEST
WILLIAMSON COUNTY, TX
PROJECT NO. 11907
DESIGNED BY: GAT
DRAWN BY: GAT
CHECKED BY: NK
SHEET 01 OF 01
PARKLAND 11.21 AC
PARKLAND/FLOODPLAIN 12.5058
TOTAL 26.7211
LEGEND
PROPERTY BOUNDARY
PHASE BOUNDARY
PROPOSED STREET CENTERLINE
PROPOSED LOT LINE
EXISTING 100-YR FLOODPLAIN PER GA STUDY
PARKLAND
PARKLAND/FLOODPLAIN
HEIRLOOM PARKWAY
1 GC TOWN CENTER 4.60 AC.
2 PARKLAND TOWN CENTER 1.04 AC.
PROJECT NO. 30XXXJ01
HEIRLOOM TRACT WEST PRELIM

EXHIBIT E

MAJOR IMPROVEMENT AREA

EXHIBIT B – DISTRICT/MAJOR IMPROVEMENT AREA BOUNDARY MAP



City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Interlocal Agreement with The City of Kingsville

SUGGESTED ACTION:
Consideration and possible action to approve an Interlocal Agreement with City of Kingsville to allow for cooperative purchasing -- Donna Cantwell, Purchasing Manager

ITEM SUMMARY:
This is an item to approve an interlocal agreement with City of Kingsville to allow for cooperative purchasing between the City of Georgetown and City of Kingsville, including the ability to piggyback on agreements. This is authorized pursuant to Section 271.101 of the Texas Local Government Code and participation in this process satisfies the state law competitive bid requirements.

FINANCIAL IMPACT:

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
ILA with Georgetown - Signed by Kingsville.pdf

RESOLUTION NO. 2026-76

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND THE CITY OF GEORGETOWN, TEXAS FOR COOPERATIVE PURCHASING; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") has previously benefited from cooperative purchasing agreements with other governmental bodies to work for the benefit of our citizenry when able to do so; and

WHEREAS, state laws, Texas Government Code Chapter 791, allows "local governments" like the City to enter into agreements like this one to take advantage of those purchasing contracts for the benefit of their city; and

WHEREAS, the City has previously entered into cooperative purchasing agreements with other entities and found them to be useful; and

WHEREAS, the City, pursuant to the authority granted by the Parties' state purchasing law requirements, desires to participate in a Cooperative Purchasing Agreement with the City of Georgetown, Texas; and

WHEREAS, participation, through membership and utilization of competitively bid and awarded vendor contracts in a cooperative purchasing program specializing in the management of high quality cooperative procurement solutions will be beneficial to the taxpayers through the anticipated savings to be realized by the City; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with the terms of the agreement attached hereto.

NOW THEREFOR, BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to execute an Interlocal Cooperation Agreement between the City of Kingsville, Texas and the City of Georgetown, Texas for Cooperative Purchasing for all allowable purchases when in the best interest of the City to do so in accordance with Exhibit A hereto attached and made a part hereof.

II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

THAT this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 27th day of July, 2026.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLLIAMSON §

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Agreement ("Agreement") is entered into by and the City of Georgetown, Texas ("Georgetown") and the City of Kingsville, Texas, ("Kingsville") acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and,

WHEREAS, a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and,

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and,

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code.

ARTICLE II
TERM

The term of this Agreement shall be for a period of one (1) years commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions

stated herein, unless sooner terminated as provided herein.

ARTICLE III
TERMINATION

A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Parties.

ARTICLE IV
PURCHASING

The City Manager or designee for each party is authorized to act on behalf of the respective party in all matters relating to the cooperative purchasing program. Each party shall make payments to the other party or directly to vendors under their respective contracts made under Chapter 271, Subchapter F, Texas Local Government Code. Each party shall be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V
PARTICIPATION

The parties agree that any vendor offer of materials, supplies, goods, services or equipment to any party to this Agreement shall be considered an offer to all parties to this Agreement. Any vendor making a solicitation shall be notified by the party seeking the solicitation that they may limit their offer to apply only to that party. They shall be further notified that failing to do so, their offer may be included in this cooperative program.

ARTICLE VI
CURRENT REVENUE

The parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of each party hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying party. The parties hereby warrant that no debt is created by this Agreement

ARTICLE VII
FISCAL FUNDING

The obligations of the parties pursuant to this Agreement are contingent upon the availability and appropriation of sufficient funding. Any party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

ARTICLE VIII
MISCELLANEOUS

A. Relationship of Parties: This Agreement is not intended to create, nor should it be construed as

creating, a partnership, association, joint venture or trust.

B. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

C. Amendment: This Agreement may be amended by the mutual written agreement of the Parties.

D. Severability: In the event anyone 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

E. Governing Law: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws and court decisions of the State of Texas; and venue for any action concerning this Agreement shall be in the Courts of Williamson County, Texas.

F. Entire Agreement: This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

G. Recitals: The recitals to this Agreement are incorporated herein.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

EXECUTED on this the 30 day of the month of July 2026.

CITY OF KINGSVILLE, TEXAS

By: _____
Name: Sam R. Fugate
Title: Mayor
Date Signed: July 30, 2026

Address for Notice:
City Manager, City of Kingsville, TX
P.O. Box 1458
Kingsville, TX 78364

ATTEST:

By: _____
City Secretary, Mary Valenzuela

FOR CITY, APPROVED AS TO FORM

By: _____
City Attorney, Courtney Alvarez

EXECUTED on this the ____ day of the month of _____ 2026.

CITY OF GEORGETOWN, TEXAS

By: _____
Name: _____
Title: _____
Date Signed: _____

Address for Notice:

_____
_____
_____

ATTEST:

By: _____
City Secretary

FOR CITY, APPROVED AS TO FORM

By: _____
City Attorney

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Interlocal Agreement between the City of Euless and the City of Georgetown

SUGGESTED ACTION:
Consideration and possible action to approve an Interlocal Agreement with the City of Euless, Texas to allow each party to purchase goods and services from vendors selected through the competitive process -- John Sullivan, Fire Chief

ITEM SUMMARY:
The purpose of this agenda item is to enter into an Interlocal Agreement with the City of Euless, Texas for the purpose of purchasing goods and services from vendors that have been selected through the competitive process.

FINANCIAL IMPACT:

SUBMITTED BY:
Monica Heyward, Fire Department

ATTACHMENTS:
ILA with City of Euless_City draft 9.10.2026.pdf

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Agreement ("Agreement") is entered into by and the City of Georgetown, Texas ("Georgetown") and the City of Euless, Texas, ("Euless") acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and,

WHEREAS, a local government that purchases materials, supplies, goods, services, or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and,

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and,

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code.

ARTICLE II
TERM

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

ARTICLE III
TERMINATION

A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Parties.

ARTICLE IV
PURCHASING

The City Manager or designee for each party is authorized to act on behalf of the respective party in all matters relating to the cooperative purchasing program. Each party shall make payments to the other party or directly to vendors under their respective contracts made under Chapter 271, Subchapter F, Texas Local Government Code. Each party shall be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V
PARTICIPATION

The parties agree that any vendor offer of materials, supplies, goods, services or equipment to any party to this Agreement shall be considered an offer to all parties to this Agreement. Any vendor making a solicitation shall be notified by the party seeking the solicitation that they may limit their offer to apply only to that party. They shall be further notified that failing to do so, their offer may be included in this cooperative program.

ARTICLE VI
CURRENT REVENUE

The parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of each party hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying party. The parties hereby warrant that no debt is created by this Agreement.

ARTICLE VII
FISCAL FUNDING

The obligations of the parties pursuant to this Agreement are contingent upon the availability and appropriation of sufficient funding. Any party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

ARTICLE VIII
MISCELLANEOUS

A. **Relationship of Parties**. This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

B. **Notice**. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

C. **Amendment**. This Agreement may be amended by the mutual written agreement of the Parties.

D. **Severability**. In the event anyone 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

E. **Governing Law**. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws and court decisions of the State of Texas; and venue for any action concerning this Agreement shall be in the Courts of Williamson County, Texas.

F. **Entire Agreement**. This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

G. **Recitals**. The recitals to this Agreement are incorporated herein.

H. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

EXECUTED on this the ____ day of the month of _____ 2026.

CITY OF EULESS, TEXAS

By: _____
Name: _____
Title: _____
Date Signed: _____

Address for Notice:

_____
_____
_____

ATTEST

By: _____
City Secretary

APPROVED AS TO FORM

By: _____
City Attorney

EXECUTED on this the ____ day of the month of _____ 2026.

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder
Mayor
Date Signed: _____

Address for Notice:

_____
_____
_____

ATTEST

By: _____
Robyn Densmore
City Secretary

APPROVED AS TO FORM

By: _____
Skye Masson
City Attorney

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Airport Rates and Fees Schedule FY2027

SUGGESTED ACTION:
Consideration and possible action to adopt a Resolution approving the annual Airport Rates and Fees Schedule for the Georgetown Executive Airport -- Matthew Sommerfeld, Airport Manager, and Eric Johnson, Public Works Director

ITEM SUMMARY:
The Georgetown Executive Airport proposes revisions to its annual Airport Rates and Fees Schedule to better align applicable airport fees with current market conditions, operational requirements, and the costs associated with providing airport services.

Fuel Flowage Fee Increase
The current Fuel Flowage Fee is $0.1542 per gallon and is intended to recover a portion of the Airport's Operations and Maintenance (O&M) costs associated with the airfield. Costs associated with pavement maintenance, airfield lighting, navigational aids, and other airfield operating requirements have increased. The proposed increase to $0.18 per gallon will better reflect the Airport's current operating costs and support continued maintenance of the airfield.

Commercial Aeronautical Business Permit Fees
The Airport also proposes establishing Commercial Aeronautical Business Permit fees to support the requirements outlined in the Airport Rules and Regulations and Minimum Standards applicable to commercial aeronautical operators. The permit process requires Airport staff time to review applications, conduct inspections, and issue permits to ensure compliance with established standards.

The proposed permit fees are:

- Initial/New Permit: $500.00
- Annual Renewal: $150.00
- Ownership Change: $250.00

These fees are intended to recover a portion of the administrative and inspection costs associated with the commercial aeronautical business permitting process.

FINANCIAL IMPACT:
The proposed rates and fees are expected to recover airport expenses and increase revenue by $35,000.00.

SUBMITTED BY:
Anne Pogson, Public Works

ATTACHMENTS:
Resolution Airport Rates and Fees FY27.pdf
Airport_Rates_and_Fees_Schedule_FY27.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, ADOPTING THE GEORGETOWN EXECUTIVE AIRPORT RATES AND FEES SCHEDULE; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Georgetown Executive Airport is a recipient of Federal Aviation Administration (FAA) grant funding;

WHEREAS, the FAA requires grant recipients to maintain and operate their facilities safely and efficiently; and

WHEREAS, the FAA requires grant recipients to maintain a fee structure for the facilities and services at the airport which will make the airport as self-sustaining as possible; and

WHEREAS, the Airport Manager, pursuant to FAA obligations and other local and state guidelines, has prepared and recommended the Rates and Fees Schedule attached hereto; and

WHEREAS, the City Council has reviewed the Georgetown Executive Airport Rates and Fees Schedule and determined that the proposed rates and fees will assist the airport in ensuring the Georgetown Executive Airport is as self-sustaining as possible; and

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 Georgetown Executive Airport Rates and Fees Schedule, 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 on September 22nd, 2026 in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on the _____of _____, 2026.

ATTEST:

_____
Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN:

_____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

GEORGETOWN
Executive Airport

RATES AND FEES SCHEDULE

Effective October 1st, 2026

Aviation Fuel Bulk Storage Fees/Retail Self-Serve/Fuel Flowage Fees

JET A with FSII	$0.5000/gallon
100LL/Avgas	$0.5208/gallon
100LL/Avgas Self-Serve	Market Conditions
Fuel Flowage Fee	$0.18/gallon

Aircraft Storage Permit Fees for City-Owned T-Hangars/Tiedowns

BB/CC (T-Hangars)	$285.00/month
C/E/EE/F (T-Hangars)	$295.00/month
G (T-Hangar)	$375.00/month
H/I/J (T-Hangars)	$410.00/month
TT (T-Hangars)	$515.00/month
Tie-Downs	$85.00/month
Storage Unit - Small	$55.00/month
Storage Unit - Large	$175.00/month

Non-aeronautical use of a hangar or storage permit, excluding storage units (endcap), will incur a 200% increase in monthly rental rates.

Facility and Land Lease Rates

Rental rates for land leases and facility leases will be negotiated between the City and potential lessees based on the property's market value.

Administration Fees

Airport Development Processing Fee (Commercial)	$3,000.00
Airport Development Processing Fee (Non-Commercial)	$1,500.00
Airport Lease Amendment or Assignment Processing Fee	$750.00
Airport Hangar Waitlist Application	$25.00
Airport QT Pod Card	$15.00

Commercial Aeronautical Business Permit

Commercial Aeronautical Business Permit (Initial)	$500.00
Commercial Aeronautical Business Permit (Renewal)	$150.00
Permit Amendment (Ownership Change)	$250.00

Commercial Aeronautical Business is any person or entity conducting commercial aeronautical activities at the Georgetown Executive Airport that is subject to Airport Commercial Aeronautical Activities, including but not limited to:

- Fixed Base Operators (FBO)
- Flight Schools
- Aircraft Maintenance
- Avionics
- Aircraft Charter
- Aircraft Rental
- Aircraft Management
- Aircraft Sales
- Aircraft washing/detailing
- Mobile Aeronautical Services
- Any other business that is assigned in the Georgetown Executive Airport Commercial Minimum Standards.

Maintenance Equipment Fees Hourly Rate – Minimum of 1 hour

Maintenance Technicians (Labor) $55.00
Maintenance (Small Equipment) $30.00
Maintenance (Large Equipment) $85.00
Airport Call-Out (Non-emergency) $100.00

Airport Terminal Ramp Rates (Piston Aircraft Exempt)

Single Engine Turbo $15.00
Multi-Engine Turbo $25.00
Light Jet (10,000lbs – 20,000lbs MLW) $30.00
Midsize Jet (20,000lbs – 40,000lbs MLW) $50.00
Helicopter Turbine $15.00

Airport Overnight Rates (Piston aircraft first night free with purchase of fuel)

Single Engine Piston $10.00
Multi-Engine Piston $15.00
Single Engine Turbo $25.00
Multi-Engine Turbo $50.00
Light Jet (10,000lbs – 20,000lbs MLW) $80.00
Midsize Jet (20,000lbs – 40,000lbs MLW) $100.00
Helicopter Piston $10.00
Helicopter Turbine $25.00

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Annual Amazon Contract

SUGGESTED ACTION:
Consideration and possible action to approve the annual estimated expenditure for Fiscal Year 2027 with Amazon.com to provide a variety of supplies and equipment through the Omnia Purchasing Cooperative, Contract R-TC-17006, in an amount not to exceed $750,000.00 and to approve an increase to $525,000.00 for the annual expenditure with Amazon.com for Fiscal Year 2026 -- Donna Cantwell, Purchasing Manager

ITEM SUMMARY:
Approval of annual purchase agreement with Amazon.com through the Omnia Purchasing Cooperative will allow the City to take advantage of the discounts available through this national cooperative contract. Items will be ordered by the various City departments during the term of 10/1/2026 – 9/30/2027.

Prior annual request for FY26 was for $500,000.00. This increase to $750,000.00 for the upcoming fiscal year is requested to support the growth of the City and the corresponding needs of the departments; as well as to avoid potential amendment requests for additional funds toward the end of FY27 as has been the case with previous fiscal years.

FINANCIAL IMPACT:
Purchases will be made and expensed to the individual departments.

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
Contract_-_Amazon_R-TC-17006_final with renewal letters 1-3 and Amendment_1.pdf

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
LAUNCHING THRIVING FUTURES

CONTRACT RENEWAL #3

August 21, 2025

Amazon.com Services LLC
(Amazon Business)
Brett Tuson
410 Terry Avenue North,
Seattle, WA 98109-5210

Re: Contract Renewal #3
Contract #R-TC-17006 – On-line Marketplace for Purchases of Products and Services

Dear Mr. Tuson:

This is to advise you that Prince William County Public Schools (PWCS) desires to renew the referenced contract for an additional two-year period in accordance with the "Contract Term" clause in the Contract. The current contract will expire on January 18, 2026.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than September 4, 2025.

If you have any questions on this matter, please contact me by phone at 703-791-8744 or via email at bakerax@pwcs.edu.

Sincerely,

Angie Baker

Angie Baker, VCA
Buyer

==========

Acceptance Agreement

It is mutually agreed that the above-mentioned contract is renewed for the period of January 19, 2026 to January 18, 2028 and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes: X No: _____

Rates to Remain the Same: Yes: X No: _____ If no, attach explanation and revised rates.
Revised rates shall be effective on January 18, 2026, upon PWCS signature below.

Vendor: Brett Tuson
01209151984544E
Legally Authorized Signature
Brett Tuson, Authorized Signatory

Print Name & Title

Date: September 4, 2025

PWCS: Brian Burtner
Legally Authorized Signature

Colleen Keener, NIGP-CPP, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

Date: Sep 9, 2025

BH

PROCUREMENT

Signature: Brian Hall

Brian Hall (Aug 21, 2025 14:38:35 EDT)

Email: hallbm@pwcs.edu

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
LAUNCHING THRIVING FUTURES

September 18, 2023

Amazon.com Services LLC
(Amazon Business)
Attn: Brett Tuson
Seattle, WA 98109-5210

Re: Contract Renewal
Contract #R-TC-17006 – On-line Marketplace for Purchases of Products and Services

Dear Mr. Tuson:

This is to advise you that Prince William County Public Schools (PWCS desires to renew the referenced contract for an additional two-year period in accordance with the Section 3. CONTRACT TERM AND RENEWAL clause in the Contract. We will be exercising the second of three renewals, each of the renewals to be an additional two (2) year period. The current contract expires January 18, 2024.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than November 6, 2023. In addition to this renewal, you must also provide an updated copy of your **Certificate of Insurance (COI)** with Prince William County School Board listed as an additional insured. The Certificate Holder address can be added to the COI as follows: *P.O. Box 389, Manassa, VA 20108.*

If you have any questions on this matter, please contact me by phone at (703) 791-8888 or via email at sobersk@pwcs.edu.

Sincerely,

Karen Sobers

Karen Sobers, CPPB
Senior Buyer

Acceptance Agreement

It is mutually agreed that the above-mentioned contract is renewed for the period of **January 19, 2024** to **January 18, 2026** and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes: X No: _____

Prices and/or Discounts to Remain the Same: Yes: X No: _____ If no, explain under separate cover.

Vendor: DocuSigned by: Brett Tuson
Legally Authorized Signature

Purchasing: Colleen Keener
Legally Authorized Signature

Brett Tuson Authorized Signatory
Print Name & Title

Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

Date: October 30, 2023

Date: 11/6/2023

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT RENEWAL

October 4, 2021

Amazon.com Services LLC
(Amazon Business)
Mike Kernish, Director
410 Terry Avenue North,
Seattle, WA 98109-5210

Re: Contract Renewal #1
Contract # R-TC-17006 – On-line Marketplace for Purchases of Products and Services

Dear Mr. Kernish:

This is to advise you that Prince William County Public Schools (PWCS) desires to renew the referenced contract for an additional two-year period in accordance with Section 3. CONTRACT TERM AND RENEWAL clause in the Contract. We will be exercising the first renewal of three renewals, each of the renewals to be an additional two (2) year period. The current contract term will expire on January 18, 2022.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than December 10, 2021. In addition to this renewal, you must also provide an updated copy of your **Certificate of Insurance (COI)** with the **Prince William County School Board** listed as an **Additional Insured** as well as the Certificate Holder. The Certificate Holder address can be added to the COI as follows: *P.O. Box 389, Manassas VA 20108.*

If you have any questions on this matter, please contact me by phone at (703) 791-8096 or via email at FredriAM@pwcs.edu.

Sincerely,

Angela M. Fredrickson
Buyer

==========

Acceptance Agreement

It is mutually agreed that the above-mentioned contract is renewed for the period of January 19, 2022 to January 18, 2024 and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes:____X____ No:_____

Prices and/or Discounts to Remain the Same: Yes:____X____ No:_____ If no, explain under separate cover.

DocuSigned by:
Vendor: Mike Kernish
Legally Authorized Signature

Mike Kernish Authorized Signatory
Print Name & Title

Date: December 1, 2021

Purchasing: Anthony E. Crosby
Legally Authorized Signature

Anthony Crosby, CPPO
Supervisor of Purchasing, Acting

Date: 11/1/21

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT NUMBER: R-TC-17006

This Contract entered into this 19th day of January 2017 by, ***Amazon Services, LLC, Amazon Business, 325 9th Avenue N., Seattle, WA 98109,*** *hereinafter referred to as the "Contractor" and* ***Prince William County School Board, P.O. Box 389, Manassas, VA 20108****, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".*

WITNESSETH *that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:*

1. **SCOPE OF CONTRACT**: Contractor shall provide an On-Line Marketplace for the Purchase of Products and Services in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.

2. **CONTRACT DOCUMENTS**: The contract documents shall consist of the following:

   2.1. This signed Contract document;

   2.2. Memorandum of Negotiations dated January 19, 2017.

3. **CONTRACT TERM AND RENEWAL:**

   3.1. The initial term of this contract shall be from the date of award, January 19, 2017 to January 18, 2022, with the option to renew for three (3) additional two (2)-one-year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER**: The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:

   4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

LEGAL

4.2. PROJECT MANAGER: The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

5. **TIME OF PERFORMANCE**: In accordance with Contractor's proposal, Section 4.2.2. and 5.3.2.

6. **PRICING:** In accordance with Contractor's proposal, Section 4.2.1.

7. **PAYMENT TERMS**: In accordance with Contractor's proposal, Section 5.3.6.

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:

Prentis B. Wilson Jr.
Authorized Signature

Prentis B. Wilson, Jr.
Type Name

Vice President
Title

Jan 27, 2017
Date

PURCHASING AGENCY:

Jim Totty
Authorized Signature

Jim Totty, CPPO, C.P.M.
Type Name

Supervisor of Purchasing
Title

1-31-17
Date

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS
R-TC-17006
Dated: January 19, 2017

Prince William County Schools (hereinafter called PWCS) and Amazon Services, LLC (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-TC-17006 for On-Line Marketplace for the Purchases of Products and Services. The final Contract contains the following documents listed in the order of precedence:

a. Contractor's proposal dated October 14, 2016;
b. Contractor's response to Clarification Questions dated October 31, 2016, attached;
c. PWCS's Request for Proposal, R-TC-17006 and all Addendum #1;
d. Contractor's Business Accounts Terms and Conditions (currently available at https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180), attached;
e. PWCS's General Terms and Conditions, Section 11 (RFP – Revised 12/16/16), attached;
f. This Memorandum of Negotiations;
g. Any subsequent modifications to the Contract.

1. The contract term shall remain as originally issued in the RFP, as follows:

   9.1. The initial term of this contract shall be five years (5) from **the date of award to December 30, 2021**, with the option to renew for three-two (2) year periods, upon mutual written consent of the parties to the contract.

2. Amazon Whispercast is not being offered upon award but will remain in scope for future offerings by the Contractor. In addition, all new Amazon business opportunities may be modified to the Contract by mutual agreement between the Contractor and PWCS.

LEGAL

3. The following provision is added to PWCS Special Terms and Conditions:

   10.7 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE: As permitted under the rule published at 80 FR 54407, Prince William County Schools is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). This provision shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies.

4. Contractor's response to Clarification Questions dated October 31, 2016, Question #1: The State of Iowa is hereby removed as an excluded state and allowed use of the Master Agreement award.

ACCEPTED BY:

Contractor Authorized Signature — Date: Jan 27, 2017

Vice President
Title

Jim Totty, C.P.M., CPPO
Supervisor of Purchasing — Date: 1/31/17

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
LAUNCHING THRIVING FUTURES

CONTRACT MODIFICATION

MODIFICATION # 6 **ISSUE DATE: December 9, 2022**

REFERENCE:	Title:	On-Line Marketplace for the Purchases of Products and Services
	Contract #:	R-TC-17006
	Contractor:	Amazon.com Services LLC, Amazon Business
	Period of Contract:	January 19, 2017 through January 18, 2024
	Modification Effective Date:	Upon Signature of PWCS Purchasing Supervisor

Modify the above referenced contract, dated January 31, 2017, as follows:

1. Modify contract name change to reflect Amazon Services LLC merger with and into Amazon.com Services LLC, filed with the State of Delaware Certificate of Merger, dated December 31, 2019 (Attachment A). Contractor has provided an updated W-9, dated January 20, 2022 (Attachment B).

2. Modify Memorandum of Negotiations, dated January 19, 2017, Item e. PWCS's General Terms and Conditions, Section 11 (RFP – Revised 01/19/17) Item 5. INCLEMENT WEATHER shall now read: "Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:

   CODE GREEN: All PWCS schools are closed. Administration offices are opened.

   CODE RED: All PWCS schools are closed. Administration offices are closed.

   CODE ORANGE: PWCS schools closed or delayed. Employees work remotely.

   5.1 In the event of a delay school opening, all times shall remain as stated in the Invitation for Bid/ Request for Proposal.

   5.2 In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-bid/proposal conference and all bid/proposal openings will be held as scheduled.

   5.3 In the event that PWCS closes on a CODE RED or CODE ORANGE, any optional/mandatory pre-bid proposal conference and all bid/proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter."

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Hall
Senior Buyer

Amazon.com Services LLC:

DocuSigned by:
Mike Kernish
Signature
0B4C2953C04A1...

Mike Kernish Authorized Signatory
Name and Title

January 24, 2023
Date

Phone Number

Email Address

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS:

Colleen Keener
Signature

Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

2/3/2023
Date

Attachment A

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"AMAZON SERVICES LLC", A NEVADA LIMITED LIABILITY COMPANY,

WITH AND INTO "AMAZON.COM SERVICES LLC" UNDER THE NAME OF "AMAZON.COM SERVICES LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2019, AT 9:08 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2020 AT 3:02 O'CLOCK A.M.

Jeffrey W. Bullock, Secretary of State

3482342 8100M
SR# 20198935697

Authentication: 204326427
Date: 12-31-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:08 AM 12/31/2019
FILED 09:08 AM 12/31/2019
SR 20198935697 - File Number 3482342

CERTIFICATE OF MERGER

MERGING

AMAZON SERVICES LLC,
A NEVADA LIMITED LIABILITY COMPANY,

WITH AND INTO

AMAZON.COM SERVICES LLC,
A DELAWARE LIMITED LIABILITY COMPANY

Pursuant to and in accordance with Title 6, Section 18-209 of the Limited Liability Company Act of the State of Delaware

---

Amazon.com Services LLC, a Delaware limited liability company (the "***Company***"), does hereby certify as follows:

FIRST: The Company is a Delaware limited liability company duly organized and existing under the laws of the State of Delaware, and Amazon Services LLC, a Nevada limited liability company (the "***Disappearing Entity***"), is a limited liability company duly organized and existing under the laws of the State of Nevada.

SECOND: An Agreement and Plan of Merger, effective as of December 31, 2019 (the "***Merger Agreement***"), by and between the Company and the Disappearing Entity, setting forth the terms and conditions of the merger of the Disappearing Entity with and into the Company (the "***Merger***"), has been approved, adopted, certified, executed and acknowledged by each of the Company and the Disappearing Entity.

THIRD: The name of the surviving limited liability company in the Merger (the "***Surviving LLC***") shall be Amazon.com Services LLC, a Delaware limited liability company.

FOURTH: An executed copy of the Merger Agreement is on file at the principal place of business of the Surviving LLC at the following address:

Amazon.com Services LLC
410 Terry Avenue North
Seattle, WA 98109

FIFTH: A copy of the Merger Agreement will be furnished by the Surviving LLC, on request and without cost, to any member of the Disappearing Entity or any member of the Company.

SIXTH: The Merger is to become effective as of 3:02 a.m. ET on January 1, 2020.

(*Signature page follows.*)

IN WITNESS WHEREOF, the Company has caused this Certificate of Merger to be executed in its name on December 31, 2019.

AMAZON.COM SERVICES LLC

By: /s/ Michael D. Deal
Name: Michael D. Deal
Title: President, Treasurer and Secretary

SIGNATURE PAGE TO
CERTIFICATE OF MERGER
MERGING
AMAZON SERVICES LLC,
A NEVADA LIMITED LIABILITY COMPANY,
WITH AND INTO
AMAZON.COM SERVICES LLC,
A DELAWARE LIMITED LIABILITY COMPANY

Document 1.3.3.6
4819-8602-8966.v3

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AMAZON.COM SALES, INC.

2 Business name/disregarded entity name, if different from above
AMAZON.COM SERVICES LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO BOX 81207

Requester's name and address (optional)

6 City, state, and ZIP code
SEATTLE, WA 98108-1207

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
9 1 – 2 0 0 0 4 7 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ DocuSigned by: Michael Norman 3FB883E77C61416... Date ▶ 1/20/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CC MISC 00088979 2018 TR

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT MODIFICATION

MODIFICATION #5 **ISSUE DATE: October 19, 2018**

REFERENCE: Title: On-Line Marketplace for the Purchase of Goods and Services
Contractor: Amazon Services LLC
Period of Contract: January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. Special Provision 10.7, which was added to the parties' contract via Contract Modification # 1, dated November 17, 2017, is hereby deleted and replaced with the following:

   10.7. ADDITION OF BUSINESS PRIME. Contractor's Business Prime Program (currently described here) is hereby added to the Contract. PWCS' access and use of the Business Prime Program will be pursuant to the Business Prime Program's terms and conditions (currently available here). If PWCS chooses not to move forward with a paid Business Prime program, PWCS will be eligible to receive free standard shipping on eligible orders to the extent made available to Amazon Business customers (currently available for eligible purchases over $25 as described here).

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Anthony E. Crosby, CPPO

Anthony E. Crosby, CPPO Purchasing Supervisor

.....

Amazon Services LLC

DocuSigned by: Prentis Wilson
7BA8AF34FF3F439...
Signature

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

DocuSigned by: Anthony E. Crosby
766793F3DA5C49B...
Signature

legal

Prentis Wilson VP, Amazon Business

Name and Title

October 23, 2018

Date

Anthony E. Crosby, CPPO

Purchasing Supervisor October 23, 2018

Date

PURCHASING OFFICE

DocuSign Envelope ID: F8446656-8F5D-440C-B33D-38961B85C11D

CC MISC 00088979 2018 TR

DocuSign Envelope ID: 0471DD66-3E33-4CDD-B42B-2E89D79196FA

CC MISC 00054367 2018 TR

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT MODIFICATION

MODIFICATION #4 **ISSUE DATE: July 11, 2018**

REFERENCE: Title: On-Line Marketplace for the Purchase of Goods and Services
Contractor: Amazon Services, LLC
Period of Contract: January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. The parties hereby acknowledge that Contractor has recently updated the Amazon Business Accounts Terms and Conditions ("Terms and Conditions"), which are incorporated by reference to the parties' Contract and currently available at https://www.amazon.com/gp/help/customer/display.html/ref=b2b_250_tc?nodeId=201613180. The parties hereby agree that pursuant to current Section 10 of the Terms and Conditions, (entitled "**MODIFICATIONS**"), the parties will no longer modify this Contract to account for future changes to Contractor's Business Accounts Terms and Conditions.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Anthony E. Crosby
Anthony E. Crosby, CPPO.
Acting Supervisor of Purchasing

Amazon Services, LLC	PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
DocuSigned by: Prentis Wilson 7BA8AF34EE3F439...	DocuSigned by: Anthony E. Crosby 766796F2D45C49B...
Signature	Signature
Prentis Wilson VP, Amazon Business	Anthony E. Crosby, CPPO
Name and Title	Acting Supervisor of Purchasing
July 20, 2018	July 17, 2018
Date	Date

DocuSign Envelope ID: B8AB262A-C752-45A5-81ED-70E5A94670DE

CC MISC 00017679 2018 TR

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT MODIFICATION

MODIFICATION #3 **ISSUE DATE: March 7, 2018**

REFERENCE:

Title:	On-Line Marketplace for the Purchase of Goods and Services
Contractor:	Amazon Services LLC
Period of Contract:	January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. Add the following to the General Terms and Conditions under 3. Debarment Status:

3.1. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ‘‘Debarment and Suspension.’’ The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Jim Totty
Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

Amazon Services LLC	PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
DocuSigned by: Anne Rung 58F45C4A6E4F4C6...	DocuSigned by: Jim Totty 44D8412DC39147B...
Signature	Signature
Anne Rung Director	Jim Totty, CPPO, C.P.M.
Name and Title	Supervisor of Purchasing
March 28, 2018	March 27, 2018

DocuSign Envelope ID: B8AB262A-C752-45A5-81ED-70E5A94670DE

Date Date

DocuSign Envelope ID: 2A5516E8-53F8-4234-807B-6A939D21982A

CC MISC 00005512 2018 TR

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT MODIFICATION

MODIFICATION #2 **ISSUE DATE: January 19, 2018**

REFERENCE: Title: On-Line Marketplace for the Purchase of Goods and Services
Contractor: Amazon Services, LLC
Period of Contract: January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. All references in the Contract to free two-day shipping on orders of $49 or more are hereby deleted.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Jim Totty
Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

Amazon Services, LLC

DocuSigned by:
Prentis Wilson
7BA8AF34EE3F439...
Signature

Prentis Wilson VP, Amazon Business
Name and Title

January 26, 2018
Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Jim Totty
Signature

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

1-29-18
Date

DocuSign Envelope ID: C23264C6-DE04-4C8D-B382-C79987D977DB

DocuSign Envelope ID: 5777111E-943F-4CE1-AB66-F2C871C29C49

CC MISC 00047423 2017 TR

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT MODIFICATION

MODIFICATION #1 **ISSUE DATE: November 17, 2017**

REFERENCE:

Title:	On-Line Marketplace for the Purchase of Goods and Services
Contractor:	Amazon Services LLC
Period of Contract:	January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. The following states may now use the contract: Hawaii, Vermont and Maine.

2. Date corrections on the Memorandum of Negotiations are as follows:

   - Change the date on PWCS General Terms and Conditions header from December 16, 2016 to January 19, 2017. All terms and conditions remain the same.

   - Change the contract term expiration date from December 31, 2021 to January 18, 2022. The renewal options remain the same.

   - Section d., latest Amazon's Business Accounts Terms and Conditions, per attachment, dated November 15, 2017.

3. Add the following Special Provision:

   10.7. ADDITION OF BUSINESS PRIME SHIPPING. Contractor's Business Prime Shipping Program (currently described here) is hereby added to the Contract. PWCS may enroll in and access the Business Prime Shipping Program's benefits at no charge during a limited promotional period, commencing on January 1, 2018 and ending on December 31, 2018. PWCS' access and use of the Business Prime Shipping Program will be pursuant to the Business Prime Shipping Program's terms and conditions (currently available here).

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Jim Totty

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

Amazon Services LLC	PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
DocuSigned by: Prentis Wilson 7BA8AF34EE3F439...	Jim Totty
Signature	Signature
Prentis Wilson VP, Amazon Business	Jim Totty, CPPO, C.P.M.
Name and Title	Supervisor of Purchasing
November 28, 2017	11/27/17
Date	Date

Amazon Business Accounts Terms & Conditions

Last updated November 15, 2017

These terms and conditions ("**Terms**") govern your access to and use of a set of features, services, and functionality on Amazon.com for registered business customers to purchase products and use services for business purposes ("**Amazon Business**"). These Terms constitute an agreement between Amazon Services LLC and/or its affiliates ("**Amazon**," "**we**," "**us**," or "**our**") and the entity you represent ("**you**"). Please note that your use of Amazon Business is also governed by Amazon's Conditions of Use and the Amazon.com Privacy Notice, as well as all other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website, all of which (as changed over time) are incorporated into these Terms. Capitalized terms have the meanings given to them in these Terms or the Conditions of Use.

1. REGISTRATION

An organization has a Business Account with Amazon once an individual associated with the organization registers the business and creates the first business user account associated with that organization. That individual can invite others to be part of the organization's Business Account. Each additional user that purchases or otherwise acts on behalf of the business and joins the organization's Business Account must create a new business user account that is part of and associated with the organization's Business Account. Business Accounts and business user accounts are intended for businesses and business-related organizations and may be used solely for business purposes. To create a business user account, users must use a valid email address. Unless explicitly permitted, a user may only create one account per email address. If a user creates a business user account using the email address and password connected to an existing Amazon customer account, the user must either (a) change the email address and password associated with the existing account, or (b) if the user wishes to have only one account, convert the existing account into a business user account (which may make business user account information visible to others as described in Section 2). Once you complete the Business Account registration and verification process, your organization will be registered with Amazon.

2. ACCOUNT MANAGEMENT

You are responsible for all activities that occur under your organization's Business Account and any associated business user accounts, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents). Except to the extent caused by our breach of these Terms, we and our affiliates are not responsible for unauthorized access to your Business Account or business user accounts. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your Business Account or associated business user accounts in accordance with these Terms) and are solely responsible for any use or action taken under your password. You will contact us immediately if you believe an unauthorized third party may be using your Business Account or associated business user accounts or if your Business Account or any business user

account information is lost or stolen. You are responsible for ensuring that all users affiliated with your organization's Business Account are aware of and comply with these Terms.

We may give users the ability to invite other individuals affiliated with your organization to create business user accounts that are associated with the organization's Business Account and purchase, approve or act as an administrator on behalf of your organization. Administrators have the ability to invite other users to join the Business Account and to administer, manage, or close business user accounts. You will be responsible for all actions taken by Business Account users. You acknowledge that users may have access to information from your Business Account and associated business user accounts, such as shipping addresses, payment methods, and order history. Administrators are responsible for inviting only people affiliated with, and authorized to act on behalf of, your organization to create a business user account that is associated with your organization's Business Account. Any user designated as an administrator will have similar capabilities to manage Business Account features and invite new users to purchase, approve or act as an administrator on behalf of your organization. You agree that Amazon is not responsible for, and will have no liability arising from, the disclosure of the information of your organization or any associated business user accounts to any user associated with your organization.

If any user with a business user account that is associated with your Business Account leaves your organization or is no longer authorized to purchase, approve or otherwise act on behalf of your organization, you are solely responsible for contacting Amazon through tools we designate to have that user's business user account closed, disabled or removed from the organization's Business Account. Amazon disclaims all liability for, and you are solely responsible for, any actions taken or purchases made prior to closing, disabling or removing the user's business user account from the organization's Business Account. Please review our Amazon Business Help carefully for more information on the effects of disabling or removing a business user account from your organization's Business Account. Please note that a business user account that is removed is converted back into a personal account, with the individual able to access order history for purchases made using an individual payment method while associated with the organization's Business Account.

If you, as an individual user, create a business user account that is associated with an organization's Business Account, you acknowledge and consent that your organization and designated individuals acting as administrators have full access to and authority over (a) your business user account (with the ability to close or disable your business user account or remove it from the business and convert it into a personal account), and (b) details from your business user account, such as, and not limited to: order history, addresses, payment details, and other personal information associated with your business user account. By creating a business user account that is associated with an organization's Business Account, you, as an individual user, consent to sharing this information with your organization and its designated representatives and agree to release Amazon for any and all liability for any of your business user account information provided to or used by your organization, the administrator(s) of your organization, and any other users associated with your organization. If you order a product using an individual payment method (e.g., personal credit card) and you or your administrator requests, and Amazon provides, a replacement of this item, you consent that we may charge any eligible payment method we have on record for your business user account for any replacement product sent to your business if the original product is not returned within 30 days of you or your administrator's request for replacement.

3. BUSINESS AND ORDER VERIFICATION

We may use the business name, address, taxpayer ID# and any other information you provide about your organization or users or that we may request or determine is necessary to verify accuracy and eligibility for Amazon Business. We may make, directly or through third parties, inquiries to validate information that you provide to us. We may accept or refuse use of Amazon Business at our discretion and may modify purchasing rights or privileges at any time. We may share any information or documents you provide with third-party sellers that offer certain Amazon Business features for verification purposes.

Certain products require licensing, certification or other credentials to purchase them. To purchase such products, you must provide us with a valid license, certification or other credentials (collectively, the "**Credentials**"), as determined in our sole discretion. We may use information you provide, as well as information relating to your account such as your business name and address, to verify the Credentials, and we may request additional information from you to assist in that verification. We may, in our sole discretion and at any time, suspend or terminate your ability to purchase such products.

4. THIRD-PARTY SERVICE PROVIDERS

Amazon Business may enable third party service providers ("providers") to integrate with Amazon Business. If you choose to use such a provider in connection with your Business Account, you authorize Amazon to disclose to the provider account information, including, without limitation, information regarding you, your Users, your employees or agents, and your and your User's orders. You acknowledge this information will be governed by the provider's privacy, data and security policies. You and your Users consent to Amazon's sharing this information with the provider and agree that Amazon is not responsible for and will have no liability arising from Amazon's disclosure of, or any provider's use of, this information.

Amazon is not responsible for any services provided by the provider. You are responsible for the approvals of Amazon orders, verification of shipping addresses and any disputes regarding orders, and you agree that Amazon will have no liability arising in any way from your use of the provider, including, but not limited to, any unauthorized charges you or your employees or agents incur.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

You represent, warrant and covenant that:

(a) you are using Amazon Business for business purposes and you agree that you will not purchase any products from Amazon.com for individual, personal, family or household use;

(b) your organization is duly organized, validly existing and in good standing in the jurisdiction in which your organization is registered;

(c) the individual entering into these Terms on behalf of your organization has all necessary legal authority to bind you to these Terms;

(d) you have all requisite right, power, and authority to enter into these Terms, perform your obligations, and grant the rights and authorizations in these Terms;

(e) any information provided or made available by you to Amazon or its affiliates is at all times accurate and complete;

(f) you and all your subcontractors and agents will comply with all applicable laws, rules, regulations, codes, orders and other requirements of governmental agencies ("**Laws**") in your performance of your obligations and exercise of your rights under these Terms and with your purchase and use of any products from Amazon.com;

(g) all users who use business features or purchase on behalf of your organization are authorized to do so and all purchases made by these users are authorized purchases of your organization;

(h) any Credentials, and all documentation or other information you provide to us to validate such Credential, are accurate, complete and reflect your Credential status, and that you will provide updates, additional Credentials or supporting information as required to ensure all such documentation or information remains up-to-date at all times;

(i) the provision to Amazon of any Credentials and related information, any delegation of purchasing authority under any Credentials and all purchases made using the Credentials are with the authority of the Credential holder;

(j) you will only purchase products requiring Credentials as permitted under any Laws and within the scope of any Credential you provide;

(k) if your Business Account has a tax exemption certificate associated with it, any tax exempt purchase made from business user accounts are paid for with the organization's funds;

(l) unless authorized by Amazon, you will not use any product purchased from Amazon.com in connection with, or to fulfill, a federal, state, or local government contract or subcontract, if doing so could subject Amazon to any term, condition, obligation or other provision different from or in addition to the provisions of these Terms;

(m) you will use any products purchased from Amazon.com as intended by the manufacturer and in compliance with all product information provided by the manufacturer;

(n) your purchase of products from us will not, either by your export of those products, your sale or use of those products, your legal status or otherwise, cause us to violate any Law;

(o) you are not an agent of Amazon and agree to comply with the applicable provisions of the Foreign Corrupt Practices Act. You are not on, or associated with, any person or entity on any of the blocked, denied or debarred persons and entities lists maintained by the U.S. Department of Commerce's Bureau of Industry and Security, the U.S. Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State's Directorate of Defense Trade Controls (collectively, "**Denied Persons Lists**"); or subject to a denial order issued by the U.S. Department of Commerce. You agree (i) not to export any product to any entity or person within any country subject to United States economic sanctions or embargoes without obtaining prior authorization from the United States government, (ii) not to export or provide items to persons that are ineligible under United States Law to receive those items, including but not limited to persons on any Denied Persons List, and (iii) that any products purchased by you will not be used, or made available to a third party for use, in any activities directly or indirectly related to Weapons of Mass Destruction (WMD) proliferation activities; and

(p) you agree to comply with the Healthcare Disclosure Policies if you purchase products that are reimbursable under Medicare, Medicaid, or other federal or state healthcare programs.

6. LICENSE

Subject to your compliance with these Terms and your payment of any applicable fees, Amazon or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use Amazon Business solely in accordance with these Terms. This license does not include the right to resell any Amazon Business feature; any collection and use of any product listings, descriptions, or prices; any derivative use of Amazon Business; any downloading or copying of Amazon Business information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms are reserved and retained by Amazon or its licensors, suppliers, publishers, rightsholders, or other content providers. No feature or part of Amazon Business may be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose without express written consent of Amazon. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Amazon without express written consent. You may not use any meta tags or any other "hidden text" utilizing Amazon's name or trademarks without the express written consent of Amazon. You may not misuse Amazon Business. You may use Amazon Business only as permitted by law. The licenses granted by Amazon terminate if you do not comply with these Terms.

7. INDEMNIFICATION

You agree to indemnify, defend and hold harmless us and our affiliates, and our and their respective officers, directors, employees, representatives and agents against any loss, claim, damage, settlement, cost, expense, tax or other liability (including, without limitation, reasonable attorneys' fees) (each a "**Claim**") arising from or related to (a) any breach of the Terms, (b) any unlawful or improper use by anyone of any product ordered by you, or (c) your negligence or willful misconduct. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

8. PRODUCT INFORMATION; PRODUCT COMPLIANCE AND SUITABILITY

We recommend that you do not rely solely on the information presented on our website. Please always read labels, warnings and directions provided with the product before use. Amazon does not guarantee compliance or suitability of products with any Laws, nor does Amazon accept responsibility for installation and/or use of a product. It is your responsibility to review the product application and all applicable Laws for each relevant jurisdiction to be sure that the installation and/or use involving the products comply with applicable Laws.

9. AMAZON.COM SITE AND FEATURES

9.1 SELLER CREDENTIALS. Any diversity, industry and other certifications made available to you are provided by third-party sellers on Amazon.com and have not been independently verified by Amazon. You should carefully review and validate any certifications and supporting information that you use to make your purchasing decisions. We take no responsibility and assume no liability for any certifications or supporting information provided by third-party sellers.

9.2 BUSINESS PRICING. We may provide you access to discounts for business customers. In these instances, the available price on the detail page will reflect this discount. You agree that any business

pricing or discounts that Amazon provides to you are the confidential and proprietary information of Amazon. You agree not to manually copy or use any data mining, scraping or similar data gathering and extraction tools with respect to such pricing or discounts. If you have negotiated pricing with a supplier and choose to have pricing that is specific to you available on Amazon Business, you acknowledge and agree that we may share sales information regarding products purchased by you at these prices with the applicable supplier (including any business or shipping addresses). You acknowledge that we may share contact information for your organization's administrator or other applicable employees with the supplier in connection with this pricing.

9.3 LIVE EXPERT. Our LiveExpert service connects you directly with manufacturers' agents so you can ask technical and product related questions via chat, email, or phone. Product support agents are employed by the manufacturer and not Amazon. We record your communications with manufacturers' agents to monitor the quality of these communications. Any questions you ask or suggestions you provide may be used by Amazon for any purpose. We recommend that you not share any customer identifying information with manufacturers' agents to protect the privacy of your information. You acknowledge that all information and answers are provided by the applicable manufacturer, and that Amazon is not responsible for, and disclaims any liability related to, any content provided by any manufacturer.

9.4 GIFT CARDS. All purchases and redemptions of Amazon.com Gift Cards ("**Gift Cards**") are subject to the terms and conditions at http://www.amazon.com/gc-legal ("**Gift Card Terms**"). You may only distribute Gift Cards purchased through a Business Account or associated business user accounts as part of your employee or customer incentive, loyalty, rewards, recognition, or gifting program in the United States (each a "**Loyalty Program**"). You may not imply that Amazon is associated with any Loyalty Program or use Gift Cards in any unsolicited communications. You may not use or distribute any intellectual property of Amazon in connection with any Loyalty Program. You may not resell or transfer Gift Cards for value or permit fees to be charged for a Gift Card. You may not permit Gift Cards to be used for internal use. You may not purchase or redeem, or suggest or direct that recipients use or redeem Gift Cards through the Amazon Associates Program. You may not purchase more than $10,000 in Gift Cards per day through your Business Account (including all associated business user accounts). You must ensure that your Loyalty Program complies with these restrictions and the Gift Card Terms. Amazon reserves the right, in its sole discretion, to reject orders or prohibit advertisement, offer, or distribution of Gift Cards in any location, in any manner, and by any individual or entity.

9.5 KINDLE CONTENT PURCHASES FOR OTHERS. We may enable you to purchase digitized content from the Kindle Store for others through your Amazon Business account. All redemptions of digitized content purchased from the Kindle Store, such as books ("Kindle Content"), are subject to the Kindle Store Terms of Use. Each copy of Kindle Content you purchase may only be redeemed by a single Amazon.com user account and cannot be revoked or transferred by you after redemption. You may not resell the Kindle Content redemption links or any other entitlement to the Kindle Content. If we terminate your access to Amazon Business or you otherwise violate these Terms, we may disable any unredeemed Kindle Content that you have purchased.

10. DISCLAIMER

AMAZON MAKES NO WARRANTY OR REPRESENTATION CONCERNING THE ACCURACY OF PRODUCT INFORMATION PROVIDED AND OUR SOLE LIABILITY FOR ANY LOSSES OR DAMAGES BY YOU ARISING FROM ANY INACCURACY IN THE PRODUCT INFORMATION WILL BE LIMITED TO REIMBURSEMENT OF THE PRICE PAID

FOR THAT PRODUCT. AMAZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW. AMAZON ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF MISUSE, IMPROPER SELECTION, IMPROPER INSTALLATION, MODIFICATION, MISREPAIR OR MISAPPLICATION OF THE PRODUCT.

11. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES WILL AMAZON BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS THAT RESULT FROM YOUR PURCHASE OF ANY PRODUCTS OR USE OF ANY AMAZON SERVICES ON AMAZON.COM, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AMAZON'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT OR SERVICE THAT GIVES RISE TO ANY LIABILITY.

12. ENTIRE AGREEMENT

The terms and conditions in these Terms, the Amazon.com Conditions of Use, the Amazon.com Privacy Notice, and any applicable terms, conditions, policies, requirements or limitations contained on the Amazon.com website constitute the exclusive and complete agreement between Amazon and you. Amazon will not be bound by, and specifically rejects, any term, condition, obligation, or other provision which is different from or in addition to the provisions of these Terms or which may be in any order, receipt, acceptance, confirmation, correspondence or other document.

Any purchase order (PO) number or other internal information particular to your organization that is provided by a user during the purchasing process is provided only for your internal purchase tracking. Amazon doesn't agree to terms, conditions, obligations, or provisions that are different from or added to these Terms and the policies and information on the Amazon.com website.

13. AGREEMENT CHANGES

We may in our discretion change these Terms, Amazon.com's Conditions of Use and Privacy Notice, or any aspect of Amazon Business, without notice to you. From time to time, Amazon may choose in its sole discretion to add or remove benefits or features of Amazon Business. If any change to these Terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED USE OF AMAZON BUSINESS AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR BUSINESS ACCOUNT AND BUSINESS USER ACCOUNT.

14. TERM; TERMINATION BY US

The term of these Terms will begin on the date you click to accept it and will continue until you or we terminate it. We may terminate these Terms and access to your Business Account, business user account or use of any business features at our discretion with or without notice. You are entitled to terminate these Terms by giving us notice and closing your account. Upon termination, all rights and obligations under these Terms will automatically terminate except for any right of action occurring

prior to termination, payment obligations, and obligations that are intended to survive termination, including, without limitation, Sections 4 –18 of these Terms.

15. FORCE MAJEURE

We will not be liable for any delays in delivery or failure to perform any of our obligations under these Terms by reasons, events or other matters beyond our reasonable control.

16. CONFIDENTIALITY; PUBLICITY

You will (a) protect and not disclose information made available by us that is identified as confidential or that reasonably should be considered confidential; (b) use this information only for internal purposes and in connection with your use of Business Accounts; and (c) destroy or return all such information to us promptly when the Terms terminate (and, upon request, confirm such destruction in writing). This section covers all confidential information regardless of when you receive it. Unless you have received our express written permission, you will not otherwise use any trademark, service mark, commercial symbol or other proprietary right of ours, issue press releases or other publicity relating to us or these Terms, or refer to us in promotional materials. If authorized, you may only use Amazon trademarks in accordance with the Trademark Guidelines.

17. SUGGESTIONS

If you elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to Business Accounts (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

18. MISCELLANEOUS

Your use of Business Accounts is subject to the disputes and applicable law provisions of the Conditions of Use, which are incorporated by reference.

The parties to these terms are independent contractors. These Terms do not create any third party beneficiary rights in any individual or entity that is not a party to these Terms. You may not assign these Terms, by operation of law or otherwise, without our prior written consent. Subject to that restriction, these Terms will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns. We may perform any of our obligations or exercise any of our rights under these Terms through one or more of our affiliates. Our failure to enforce your strict performance of any provisions of these Terms will not constitute a waiver of our right to enforce such provisions or any other provision of these Terms subsequently. If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. In the event of any conflict between these Terms and the Conditions of Use, these Terms will prevail.

Find a List or Registry
Sign Out
Help
Home
Legal Terms

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
FY27 Medical Supply Purchases

SUGGESTED ACTION:
Consideration and possible action to appropriate funds and approve the purchase of emergency medical supplies in a consolidated medical supply budget from McKesson, Zoll, Bound Tree, Henry Schein, Stryker, Operative IQ, Life Assist, and Teleflex multiple vendors at an amount not to exceed $550,000.00 for FY27 and authorize the City Manager to negotiate and approve the terms and conditions of each purchase -- John Sullivan, Fire Chief

ITEM SUMMARY:
Approval of this item would authorize the purchase of medical supplies from multiple vendors under a consolidated budget. Due to ongoing and unpredictable supply chain disruptions, it is increasingly challenging to commit to a single vendor for the entire fiscal year. By working with multiple suppliers, we can more effectively manage product availability, cost fluctuations, and quality considerations. The Fire Logistics Captain will be responsible for managing vendor contracts and maintaining budget compliance.

Below are the medical vendors that would fall under this approval:
McKesson, Zoll, Bound Tree, Henry Schein, Stryker, Operative IQ, Life Assist, Teleflex

Cumulative purchases with vendors under cooperative agreements (Buy-Board 804-26) may exceed $100,000.00. Cumulative purchases with vendors not under cooperative agreements may not exceed $100,000.00.

FINANCIAL IMPACT:
Budgeted in FY27 General Fund

SUBMITTED BY:
Monica Heyward, Fire Department

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Appropriation of Water Meters with Thirkettle Corporation dba Aqua-Metric Sales Company

SUGGESTED ACTION:
Consideration and possible action to appropriate of an additional $760,000.00 with Thirkettle Corporation dba Aqua-Metric Sales Company pursuant to Contract 26-0072-GC for the purchase of water meters -- Chase Kluge, Water Utility Manager

ITEM SUMMARY:
The appropriation of $760,000.00 will provide additional meter inventory. Meters deployment is moving faster than anticipated, and the additional inventory is needed for operations and maintenance and to allow the Water Utility to complete the in-city Sensus deployment ahead of the electric department AMI project launch to prevent estimated bills. The amendment will provide approximately 5.5 months of additional meter inventory, ensuring that we can continue to procure stock through the contract end date of 12/17/2026.

FINANCIAL IMPACT:
The original approved contract amount was $6,643,129.82. This appropriation will increase that amount by $760,000.00 to $7,403,129.82. Funds were anticipated and budgeted to Project PRJ000763 for FY27.

SUBMITTED BY:
Deniece Sesma, Water Utility Department

ATTACHMENTS:
26-0072-GC Aqua-Metric Sales Company MSA.pdf

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is made by and between Thirkettle Corporation dba Aqua-Metric Sales Company, a California corporation, having its principal location at 4050 Flat Rock Drive, Riverside, CA 92505 ("Aqua-Metric") and City of Georgetown having its principal location at 808 Martin Luther King Jr. St., Georgetown, TX 78626, (the "Client"). Aqua-Metric and Client are each referred to individually as "Party" or collectively as the "Parties". The Parties agree as follows:

RECITALS

A. Client seeks to procure the Sensus water meters and SmartPoint radio transceivers (the "Goods") and services necessary to install such Goods throughout Client's distribution service area as part of Client's *Sensus FlexNet* Advanced Metering Infrastructure ("AMI") solution (the "Project").

B. Aqua-Metric is the exclusive reseller of certain services, hardware, and software related to the technology manufactured by Sensus USA, Inc. ("Sensus") and used to measure consumer consumption of Client's utility resources.

C. Client has engaged Aqua-Metric to furnish the Goods and services (collectively the "Work") described hereunder for the measurement and metering of Client's utility resources as part of Client's Sensus FlexNet AMI solution.

D. The Work shall be procured in accordance with the Houston-Galveston Area Counsel ("H-GAC") contract WM09-20 which is incorporated herein by reference.

E. Aqua-Metric agrees to, in accordance with the terms of this Agreement, perform the Work as described in the attached Exhibits, which are attached hereto and made a part hereof for all purposes.

In consideration of the mutual agreements, covenants, representations and warranties contained herein, and in reliance thereon, intending to be legally bound, Aqua-Metric and Client agree as follows:

1. TERM. This Agreement shall commence on December 18, 2025, (the "Effective Date") and shall continue for one (1) year unless terminated earlier in accordance with Section 17, below.

2. PRICING AND PAYMENT. Subject to the provisions of this Agreement, Client shall pay Aqua-Metric for the full performance of Aqua-Metric's obligations the amount set forth in the attached Exhibit A subject to additions and deductions by authorized, written Change Order in accordance with Section 6 hereof.

   2.1. Client shall issue payment within thirty (30) days from the date of invoice. Notwithstanding, if Client fails to pay any undisputed invoice within thirty (30) days of the invoice date, Aqua-Metric may, at its sole discretion, withhold or suspend the services until Client has paid any past due invoiced amounts or seek termination pursuant to Section 17 of this Agreement.

   2.2. Notwithstanding anything to the contrary herein, all payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. Client will pay Aqua-Metric within thirty days after of receipt of a correct payment application for services. Aqua-Metric may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by Client in the event: (a) there is a bona fide dispute between Client and Aqua-Metric concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; or (b) the payment application is not mailed or invoiced to Client in accordance with Agreement. Client shall provide Aqua-Metric with written notice of a disputed invoice within twenty-one (21) days from the date of receiving the invoice. If Client has not furnished such notice, Aqua-Metric may consider the invoice accepted and ready for payment. If Aqua-Metric breaches any provision of

this Agreement, Client shall have a right to withhold all payments due to Aqua-Metric until such breach has been fully cured.

2.3. Except where otherwise provided, all prices are exclusive of federal taxes, state taxes, and municipal taxes (collectively the "Taxes") related to the procurement, installation, and delivery of materials and equipment. Client shall be liable for all Taxes imposed upon the materials purchased under this Agreement. Taxes will be added to each applicable invoice and are the responsibility of the Client. If Client is exempt from sales tax, Client is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and during this Agreement may result in adjustments to the final invoice accordingly.

2.4. Client shall be responsible for all governmental tariffs imposed on the Goods and in accordance with this section. For each order, Aqua-Metric shall invoice to Client at the then current tariff rate in place at the time of shipment to Client; however, such tariff rate shall not exceed ten percent (10%) of the Goods purchase price. This 10% cap shall be honored through the sooner of 1) the term of this Agreement or 2) September 30, 2026, at which time may be adjusted with current market rates as necessary. Aqua-Metric shall notify Client within ten (10) days of becoming aware of change(s) in the tariff rate imposed by its supplier(s) with written documentation, detailing the tariff rate adjustment(s) as provided by Aqua-Metric's supplier(s).

2.5. All pricing and payments shall be in US currency.

3. ECONOMIC PRICE ADJUSTMENT. The price(s) set forth herein is based on current market conditions, including the prevailing costs of labor, equipment, fuel, materials, and supplies at the time of contract execution. The Parties acknowledge the potential for significant economic volatility beyond the reasonable control of Aqua-Metric, including but not limited to government embargoes or trade restrictions, extraordinary inflation or hyperinflation, global supply chain disruptions, commodity shortages, or acts of government affecting pricing or availability of materials or labor furnished under this Agreement. In recognition of the potential for fluctuation in Aqua-Metric's cost for the Goods or services provided hereto this Agreement, a price adjustment request may be submitted in writing by Aqua-Metric to Client upon Aqua-Metric's receipt of such price adjustment imposed by Aqua-Metric's suppliers or subcontractor(s). The percentage change between the contract price and the requested price shall not exceed Inflation, defined as the percentage change listed in the U.S. Bureau of Labor Statistics' published Consumer Price Index (CPI) or Producer Price Index (PPI), as applicable to the Goods furnished under this Agreement, for that time period. Prices for Goods or services unaffected by verifiable cost trends shall not be subject to adjustment. Aqua-Metric's submitted price adjustment will be made in writing in accordance with Section 5 hereof and submitted to Client timely. Price adjustments will be for the sole purpose of accommodating changes in Aqua-Metric's direct economic and inflationary costs of materials or services provided herein.

4. INVOICING. Unless otherwise specified, all invoices shall be submitted to City of Georgetown, Accounts Payable, PO Box 409, Georgetown, TX 78627, or emailed directly to Accounts Payable at AP@georgetown.org and issued as required herein. Each invoice must reference the unique Purchase Order number and include Aqua-Metric's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on each invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice, if applicable. Aqua-Metric will provide line-item pricing for the Goods, including the price of each software module, license, or other unit of cost.

5. APPROPRIATION OF FUNDS. The obligations of Client under this Agreement to make payments to Aqua-Metric under this Agreement are subject to appropriation by Client of funds that are lawfully available to be applied for such purpose. If Client fails to make such an appropriation prior to a fiscal period of Client for the payments scheduled in such a fiscal period, this Agreement shall terminate at the end of the last fiscal period immediately preceding the fiscal period for which funds have not been appropriated. In the event of termination for non-appropriation of funds, Client shall deliver notice to Aqua-Metric of such termination at least one hundred twenty (120) days prior to such termination. Notwithstanding the foregoing, Client agrees to pay Aqua-Metric for all delivered Goods and service(s) completed on or before the date of termination.

6. MODIFICATIONS, AMENDMENTS AND CHANGE ORDERS. No modification or amendment to this Agreement or the Work herein shall be binding upon either Party hereto unless such amendment is set forth in writing and duly executed by an authorized representative of each Party. Either Party may initiate a request to modify, add or remove Goods or services. No additional Goods or service(s) not included herein will be included unless upon written amendment to this Agreement duly executed by an authorized representative from both Parties. Unless otherwise agreed upon, all additional Goods or services rendered will be quoted at the lesser of the current Agreement price, purchasing cooperative price, or current market values at the time of request.

7. DELAYS. Client may delay scheduled delivery or other due dates upon providing a forty-five (45) day written notice to Aqua-Metric if Client deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, Client and Aqua-Metric shall negotiate an equitable adjustment for costs incurred by Aqua-Metric in the Agreement price and execute an amendment to the Agreement. Aqua-Metric must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. However, nothing in this provision shall excuse Aqua-Metric from delaying the delivery as notified.

8. OWNERSHIP.

   8.1. Aqua-Metric Materials. Aqua-Metric or its suppliers shall retain all right, title and interest (including but not limited to copyright, trademark, patents, and other proprietary or intellectual property rights) in the Aqua-Metric Confidential Information and Aqua-Metric Proprietary Materials (excluding Client Work Product, Client Data and Client Confidential Information).

   8.2. Client Materials. The Client shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in the Client Work Product, Client Confidential Information and Client Data. Aqua-Metric may access Client Data only to respond to AMI services or technical problems or at the Client's request, and for the purposes of hosting such Client Data in connection with the provision of the AMI Services to the Client. Without limiting the generality of the foregoing, Aqua-Metric agrees that information and data on how the AMI Services are used by Client (such as, but not limited to, benchmarking data, usage patterns and roles) constitute Client Confidential Information and may only be used by Aqua-Metric to improve the delivery of AMI Services for Client, and may not be used for other purposes, and may not be distributed, transferred in detail or summary form to any third party without the express written consent of Client.

9. CONFIDENTIAL INFORMATION.

   9.1. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the recipient, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, which shall control, subject to the terms of this Section. Subject to the Texas Public Records Act and other applicable laws, the Client will maintain the confidentiality of all Aqua-Metric Confidential Information, and Aqua-Metric will maintain the confidentiality of all Client Confidential Information, with each party taking all reasonable precautions to protect the same, at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure. All Client Data shall be deemed Client Confidential Information for purposes of this Agreement and the protections and requirements set forth herein. Aqua-Metric recognizes that any release of information by Client pursuant to the Texas Public Information Act shall not be considered a breach of any confidentiality obligation.

9.2. The Client acknowledges that Aqua-Metric may use products, materials, or methodologies proprietary to Aqua-Metric. The Client agrees that Aqua-Metric's provision of services under this Agreement shall not be grounds for the Client to have or obtain any rights in such proprietary products, materials, or methodologies unless the parties have executed a separate written agreement with respect thereto. Aqua-Metric, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the Client as confidential and shall not disclose any such information to a third party without the prior written approval of the Client. Subcontractors and affiliates of Aqua-Metric who need to know the Confidential Information to perform the Services shall not be considered third party for purposes of this Section.

9.3. Unauthorized Access. Aqua-Metric shall store and maintain Client Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt Client Information in any way. Aqua-Metric shall notify the Client immediately if the security or integrity of any Client information has been compromised or is believed to have been compromised, in which event, Aqua-Metric shall, in good faith, use all commercially reasonable efforts to cooperate with the Client in identifying what information has been accessed by unauthorized means and shall fully cooperate with the Client to protect such information from further unauthorized disclosure.

10. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

10.1. Aqua-Metric represents, warrants and covenants as follows:

A. Aqua-Metric has the right to enter into this Agreement and perform in accordance with the terms of this Agreement, and such actions do not violate any third-party agreement or other obligation by which Aqua-Metric is bound.

B. Aqua-Metric is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement.

C. Aqua-Metric has the full right, corporate power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement.

D. The execution of this Agreement by Aqua-Metric's representative herein has been duly authorized by all necessary corporate action of Aqua-Metric.

11. COMPLIANCE WITH LAWS.

11.1. Aqua-Metric Compliance with Laws. Aqua-Metric will perform their respective obligations under this Agreement in a manner that complies with all Laws: (i) applicable to Aqua-Metric's respective business and activities, including Laws of any country or jurisdiction from which or through which Aqua-Metric provides the Goods or services; and (ii) applicable to Client and Client's affiliates. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.

11.2. Client Compliance with Laws. Client will perform its obligations under this Agreement in a manner that complies with all Laws applicable to Client's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.

12. WARRANTIES.

12.1. DISCLAIMER. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY AQUA-METRIC ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; PROVIDED; HOWEVER ANY SUCH WARRANTIES RECEIVED BY AQUA-METRIC FROM ITS SUPPLIERS SHALL BE PASSED ON TO CLIENT.

12.2. Aqua-Metric warrants that the services provided by Aqua-Metric will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the deliverables herein this Agreement will substantially conform to the deliverables specified in the applicable Exhibits hereto through the term of the Agreement.

12.3. Limitations. Unless otherwise expressly provided herein, neither Aqua-Metric nor any of its service providers, licensors, employees or agents warrant that the operation of the services will be uninterrupted or error free. Further, neither Aqua-Metric nor its suppliers, licensors, employees or agents will be responsible for (i) lost revenue, including revenue lost from third parties, persons, or entities, such as bills for electricity, lighting, gas, or water consumption; (ii) any In/Out Costs, where "In/Out Costs" means any and all costs and expense incurred by Client in transporting goods between its warehouse and its end user's premises and any and all costs and expenses incurred in installing, uninstalling, and removing goods; and (iii) any manual meter reading costs and expenses.

12.4. Standard Manufacturer Warranty. Aqua-Metric warrants to provide all software, service(s), and Goods in new or like-new condition, of good quality, and reasonably free from defect. Where available, Aqua-Metric's supplier warranties shall apply to all software, services, and Goods furnished by Aqua-Metric's third-party suppliers under this Agreement. Nothing in this Agreement shall be considered to amend, extend, enhance, or limit the supplier warranties offered by Aqua-Metric's supplier(s) except where such warranty has been amended, extended, enhanced, or limited by the supplier(s) in writing and incorporated into this Agreement.

A. Meter Services Limited Warranty. This Meter Services Limited Warranty covers the Meter Services (defined below) furnished under this Agreement and in accordance with the terms and conditions as follows:

I. Definitions.

(a) "Meter Services" means the installation or exchange of certain residential, commercial, or industrial water, electric, or gas utility meter(s) as provided by Aqua-Metric or its subcontractor and pursuant to the services performed under this Agreement.

(b) "Service Account" means Client's customer's physical property in which Client provides a Utility Service to.

(c) "Utility Service" means the water, electric, and/or gas service offered and provided by Client as applicable.

(d) "Worksite" means the actual area of work at the Service Account where the utility meter is located.

II. General Conditions.

(a) Aqua-Metric warrants the Meter Services will be performed in a professional and workmanlike manner with a reasonable degree of care, skill, and competence that is consistent with the then generally applicable industry standards and codes for similar type work.

(b) The warranty is valid for a period of ninety (90) calendar days from the date the Meter Services were performed (the "Warranty Period").

(c) The warranty is limited to the actual work performed by Aqua-Metric or its subcontractors and does not include work performed by third parties not hired by Aqua-Metric.

(d) Aqua-Metric reserves the right to inspect the Worksite and determine the best course of action to correct a warranty defect. If a claim for damage or defect is not covered by the warranty, Aqua-Metric may, in its reasonable discretion, invoice Client a Site Visit Fee to cover Aqua-Metric's cost for inspecting the Worksite. Aqua-Metric's total liability to Client under this warranty is limited to the repair or correction of the defective Meter Services at no charge to the Client.

(e) This warranty is limited to the labor provided to perform the Meter Services and does not include labor to replace manufacturer defects unless such defect was actually caused by Aqua-Metric's or it's subcontractor's negligence.

(f) The warranty is limited to the actual area of work 1) within the meter box (exterior meter sets) or 2) end-to-end between the meter couplings (interior meter sets).

(g) Client acknowledges and agrees Aqua-Metric or its subcontractor(s) may be unable to reasonably identify the presence of potential or pre-existing damages or defects to the Client's or property owner's service line. Aqua-Metric does not warrant against damage or defect(s) before or after the meter connections, whether or not such damage or defect was known, of the materials currently installed at the Service Account; including but not limited to the utility meter, service line piping, meter couplings, fittings, galvanized lines or fittings, curb stops, shut off valves, meter risers, meter setters, meter boxes or meter box lids, adjacent utilities lines in or around the utility meter, or other similar materials installed by others which have or may fail during the Meter Services due to age, normal wear and tear, deterioration, defect, deflection caused by ground shift, service line spring, high pressure or repressurizing of the water service, non-compliance with current industry regulations or codes, negligence, tampering, or lack of proper or routine maintenance.

(h) Client acknowledges the water Utility Service will be temporarily disconnected to conduct the Meter Services and, on occasion, restoration or pressurization of the water service may introduce dirt or loosen service line debris (hard water, scale, sediment, etc.) into the service line. Such event(s) shall not be considered a material breach or negligence of this warranty and Aqua-Metric shall not be responsible for damage or defects to household fixtures, including but not limited to water heaters, water softening or filtration systems, sloan valves, appliances, water pressure, electronics, or any other related appurtenances which rely on the water Utility Service provided by Client.

III. Limitations.

(a) Aqua-Metric does not warrant against defects to the work resulting from tamper, vandalism, negligence, "Acts-of-God", pre-existing or uncontrollable conditions (including but not limited to Client or it's customer's failure to properly maintain service lines, connections, fittings, or any other equipment installed at the Service Account and reliant on the Utility Service), or any service work or repair performed by third parties not hired by Aqua-Metric.

(b) Unless otherwise expressly provided herein, neither Aqua-Metric, nor any of its suppliers, vendors, licensors, subcontractors, including employees, agents, or assigns thereof, warrants that the operation of the services will be uninterrupted or error free. Further, neither Aqua-Metric, nor any of its suppliers, vendors, licensors,

subcontractors, including employees, agents, or assigns thereof, will be responsible for (i) lost revenue, including revenue lost from third parties, persons, or entities, such as bills for electricity, lighting, gas, or water consumption; (ii) any In/Out Costs, where "In/Out Costs means any and all costs and expense incurred by Client in transporting goods between Client's warehouse and Service Account, including any and all costs and expenses incurred in installing, uninstalling, and removing goods; and (iii) any manual meter reading costs and expenses.

(c) Aqua-Metric, nor any of its suppliers, vendors, subcontractors, or assigns including employees, agents, or assigns thereof, shall not be responsible for any Service Account in which it's occupant(s) rely on the Utility Service for medical reasons, including proper function of certain medical equipment, and such Service Accounts have not been previously disclosed by Client to Aqua-Metric. In avoidance of doubt, Aqua-Metric expressly disclaims liability for Service Accounts which require Utility Services to operate certain medical equipment including but not limited to breathing machines, respiratory devices, ventilators, cardiac pumps, apnea monitors, feeding equipment, dialysis, communication devices, or other similar devices. Client will provide Aqua-Metric with a list of all known or suspect Service Accounts which rely on constant Utility Services to operate medical equipment in advance of the Meter Services. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT SHALL HOLD AQUA-METRIC, ITS VENDORS, SUBCONTRACTORS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND ASSIGNS HARMLESS FROM ANY AND ALL LOSSES, COSTS, FINES, PENALTIES, DAMAGES, AND OTHER AMOUNTS (INCLUDING REASONABLE ATTORNEY FEES) INCURRED BY, ASSESSED AGAINST, OR IMPOSED ON AQUA-METRIC AND ARISING FROM OR IN CONNECTION WITH ANY AND ALL THIRD PARTY SUITS, CLAIMS, ACTIONS OR DEMANDS FOR (I) PERSONAL INJURIES, DEATH OR (II) DAMAGE TO TANGIBLE PERSONAL AND REALY PROPERY CAUSED BY CLIENT'S FAILURE TO COMPLY WITH THIS SECTION.

13. LIMITATIONS AND DISCLAIMERS OF LIABILITY. DISCLAIMER OF CERTAIN DAMAGES. IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO THE ANOTHER PARTY HERETO FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, COSTS OF COVER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. INDEMNIFICATION.

14.1. AQUA-METRIC'S OBLIGATION. TO THE FULLEST EXTENT PERMITTED BY LAW, AQUA-METRIC SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND CLIENT AND ITS AGENTS, EMPLOYEES, OFFICERS AND SUCCESSORS, FROM AND AGAINST ANY CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, PROVIDED THAT SUCH CLAIM, CAUSE OF ACTION, DAMAGE, LOSS OR EXPENSE IS: A) ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH TO ANY PERSON, INCLUDING EMPLOYEES OR AGENTS OF AQUA-METRIC OR ITS SUBCONTRACTOR OR TO INJURY TO OR DESTRUCTION OF PROPERTY, INCLUDING LOSS OF USE RESULTING THERE FROM, AND B) ARISES OUT OF OR IN CONNECTION WITH AQUA-METRIC'S NEGLIGENCE, MISCONDUCT, OR BREACH OF THIS CONTRACT, INCLUDING WORK DONE BY AQUA-METRIC, ITS SUBCONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANY FOR WHOSE ACTS THEY MAY BE LIABLE. SUCH INDEMNITY SHALL NOT APPLY TO CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY WHICH ARE CAUSED BY THE NEGLIGENCE OF CLIENT OR

ANY THIRD-PARTY CONTRACTOR OF CLIENT, PROVIDED THAT AQUA-METRIC IS NOT ITSELF NEGLIGENT OR AT FAULT.

14.2. INFRINGING PRODUCTS. AQUA-METRIC SHALL INDEMNIFY AND DEFEND CLIENT AGAINST ANY THIRD-PARTY CLAIM ALLEGING THAT AQUA-METRIC-DEVELOPED OR MANUFACTURED PRODUCT OR SERVICE ("INFRINGING PRODUCT") DIRECTLY INFRINGES A PATENT OR COPYRIGHT ("INFRINGEMENT CLAIM") OR BREACHED DATA PRIVACY LAWS ("PRIVACY CLAIM"), AND AQUA-METRIC WILL PAY DAMAGES FINALLY AWARDED AGAINST CLIENT BY A COURT OR ARBITRATOR, OR AGREED TO IN WRITING BY AQUA-METRIC OR CLIENT IN SETTLEMENT OF AN INFRINGEMENT CLAIM OR PRIVACY CLAIM. IF AN INFRINGEMENT CLAIM OCCURS, OR IN CLIENT'S OPINION IS LIKELY TO OCCUR, AQUA-METRIC MAY AT ITS OPTION: (A) PROCURE FOR CLIENT THE RIGHT TO CONTINUE USING THE INFRINGING PRODUCT; (B) REPLACE OR MODIFY THE INFRINGING PRODUCT SO THAT IT BECOMES NON-INFRINGING; OR (C) GRANT CLIENT (I) A PRO-RATED REFUND OF ANY AMOUNTS PRE-PAID FOR THE INFRINGING PRODUCT (IF THE INFRINGING PRODUCT IS A SOFTWARE PRODUCT), OR (II) A CREDIT FOR THE INFRINGING PRODUCT, LESS A REASONABLE CHARGE FOR DEPRECIATION (IF THE INFRINGING PRODUCT IS EQUIPMENT).

14.3. DUTY TO DEFEND. AQUA-METRIC SHALL ASSUME THE DEFENSE OF CLIENT PURSUANT TO THE PROVISIONS OF THE PARAGRAPH ABOVE WITHIN TEN (10) DAYS OF RECEIPT OF WRITTEN NOTICE. ANY LEGAL COST OR EXPENSE, INCLUDING ATTORNEY'S FEES, INCURRED BY CLIENT FOR ENFORCEMENT OF ITS RIGHTS UNDER THE PARAGRAPH ABOVE BETWEEN THE TIME BY WHICH AQUA-METRIC SHOULD HAVE ASSUMED CLIENT DEFENSE AND THE TIME WHEN AQUA-METRIC ASSUMES CLIENT'S DEFENSE SHALL BE REIMBURSED BY AQUA-METRIC. ANY LEGAL COST OR EXPENSE, INCLUDING ATTORNEY'S FEES, INCURRED BY CLIENT IN THE SUCCESSFUL PROSECUTION OF ANY LITIGATION OR ARBITRATION SEEKING TO ENFORCE THE PROVISIONS OF THE PARAGRAPH ABOVE OR IN NEGOTIATING A SETTLEMENT OF SUCH CLAIM, SHALL ALSO BE REIMBURSED BY AQUA-METRIC.

14.4. RELEASE. Aqua-Metric releases, relinquishes and discharges Client, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either party or other third parties) and any loss or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the work it performed under this Agreement. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance.

15. FORCE MAJEURE. Neither party shall be held liable for delay in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events beyond the reasonable control of such party, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic, strikes, lockouts or labor disruption, wars, riots or embargo, or any other circumstance or cause beyond either Party's reasonable control; provided payment obligations for work properly completed by Aqua-Metric under this Agreement shall not be so excused. Each party shall notify the other in writing within three (3) business days of any situation that may prevent performance under the terms and conditions of this Agreement, and in such an event, a conference will be held within three (3) business days of such notice to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

16. SUSPENSION OF WORK. Except in the event of force majeure pursuant to Section 15, and notwithstanding anything to the contrary contained herein, in the event of prolonged or indefinite delays or suspension caused by Client, Aqua-Metric may, at its discretion and upon written notice to Client, elect to remove Aqua-Metric assets including but not limited to personnel, equipment, storage and disposal facilities, product and materials from the Project worksite. Client agrees to pay for fees incurred by Aqua-Metric resulting from but not limited to loss of payroll/subcontractor compensation at

a $1,200.00 daily rate per technician per day, contracted or broken lease fees, demobilization and remobilization fees. Should the Client elect to suspend or postpone indefinitely any portion of the services requested, Aqua-Metric may demobilize all staff, subcontractors, and/or facilities until such suspension has been lifted or Agreement termination.

17. TERMINATION.

17.1. Default. In the event a Party hereto breaches this Agreement and such breach is not cured during the Cure Period (defined below), if applicable, the non-breaching Party may terminate this Agreement by providing no less than thirty (30) business days' prior written notice of termination (the "Termination Period") to the other Party.

17.2. Breach. Subject to the terms herein, either party may terminate this Agreement for breach of duty, obligation or warranty upon exhaustion of all remedies set forth herein. In the event of such termination, all Work shall be suspended as provided in the termination instruction. Client shall pay Aqua-Metric pursuant to the terms herein for all Goods and services rendered prior to and through the effective date set forth in the notice of termination.

17.3. Termination for Convenience. Client shall have the right to terminate this Agreement, in whole or in part, without cause any time upon sixty (60) calendar days' prior written notice. Upon receipt of a notice of termination, Aqua-Metric shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. Client shall pay Aqua-Metric to the extent of funds appropriated or otherwise legally available for such purposes for all Goods delivered, services performed and obligations incurred prior to the date of termination.

17.4. Upon termination of this Agreement for any reason, Aqua-Metric shall provide the Client with copies of all completed or partially completed documents prepared under this Agreement contemporaneously with the Client making a final payment to Aqua-Metric in the amount consistent with services rendered as of the date of termination, including such subscription services the Aqua-Metric has contracted for in fulfillment of the terms of this Agreement. In the event Aqua-Metric has received access to Client information or data as a requirement to perform services hereunder, Aqua-Metric shall return all Client provided data to the Client in a machine-readable format or other format deemed acceptable to the Client, in the Client's reasonable discretion.

17.5. Cure Period. As used in this Agreement, "Cure Period" means a period a of thirty (30) days after receipt by a breaching Party of written notice from the non-breaching Party that this Agreement has been breached; provided, however, no Cure Period shall be permitted if a Party to this Agreement is found to have already breached this Agreement three (3) times.

18. EXHIBITS. Aqua-Metric will perform the work described in the Exhibits to this Agreement; provided that, to the extent of any conflict between the terms of this Agreement and the provisions in the Exhibits, the terms of this Agreement shall govern.

19. INFORMAL DISPUTE RESOLUTION. Except in the event of termination pursuant to Section 17, if either Aqua-Metric or Client has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, 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 commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable 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 shall submit the matter to non-binding mediation within Williamson County, Texas. The mediator shall be agreed to by the Parties. If the Parties cannot agree on a mediator, each Party shall select a mediator and the mediators

selected by the Parties shall select a mediator to mediate the dispute. Each Party shall be liable for its own expenses, including attorney's fees; however, the Parties shall share equally in the costs of the mediation. 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. Notwithstanding the fact that the Parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the Parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either Party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

20. NOTICES. All notices permitted or required to be given by either Party under this Agreement to the other shall be in writing through each Party's authorized representative(s) as follows:

If to Aqua-Metric:

Thirkettle Corporation
DBA Aqua-Metric Sales Company
Attn: Christopher Newville
16914 Alamo Parkway, Building 2
Selma, TX 78154
Email: chris.newville@aqua-metric.com

If to Client:

City of Georgetown
Attn: David Morgan, Skye Masson
PO Box 409
Georgetown, TX 78627
Email: David.Morgan@Georgetown.org and Skye.Masson@georgetown.org

Any such notice shall be deemed to have been properly served if delivered in person or by mail, fax or email to the address of the representative designated above. The date of such notice shall be the date on which it is actually received by the Party to whom it is addressed.

21. AGREEMENT AUTHORIZED. Each party represents to the other party that: (i) it has the power and authority to execute and deliver this Agreement and perform its obligations hereunder; (ii) the execution, delivery, and performance of this Agreement has been duly approved and authorized by it; and (iii) the execution and delivery of, and performance by, such party of this Agreement does not and will not, directly or indirectly, (iv) require the consent, approval, or action of, or any filing or notice to (collectively, "Consents"), any corporation, firm, person or other entity or any public, governmental or judicial authority, which Consents have not already been obtained, (v) violate the terms of any instrument, document or agreement to which it is a party, or by which it is bound, or be in conflict with, result in a breach of or constitute (upon the giving of notice or lapse of time or both) a default under any such instrument, document or agreement, or (vi) violate any order, writ, injunction, decree, judgment, ruling, law rule or regulation of any federal, state, county, municipal, or foreign court or governmental authority applicable to it.

22. INDEPENDENT CONTRACTOR. The relationship of the Aqua-Metric to Client is that of an independent contractor, and this Agreement shall not create any joint venture, partnership, or similar relationship. Neither party shall represent itself as an agent or employee of the other party. Further, Aqua-Metric expressly warrants and represents that they alone are exclusively responsible for all terms and conditions of employment, including the compensation, of any and all personnel whom Aqua-Metric assigns to perform any of the services contemplated by this Agreement. Aqua-Metric further expressly represents and warrants that it maintains all applicable and required insurance as listed in Exhibit C (including workers compensation insurance) with respect to such personnel and that in no

event shall Client be liable to any Aqua-Metric employee for any of the terms and conditions of their employment.

23. NON-SOLICITATION OF EMPLOYEES. Neither the Client nor Aqua-Metric shall, during the term of this Agreement and additionally for a period of one year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other during the term of this Agreement, without the prior written consent of the person's employer. This provision shall not apply to an employee who responds to a general solicitation or advertisement of employment by either party.

24. CONFLICTS OF INTEREST. Aqua-Metric hereby warrants to the Client that Aqua-Metric has made full disclosure in writing of any existing or potential conflicts of interest related to Aqua-Metric's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Aqua-Metric hereby agrees immediately to make full disclosure to the Client in writing.

25. ANTI-BOYCOTT PROVISIONS.

    25.1. Pursuant to Chapter 2271, Texas Government Code, Aqua-Metric certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Aqua-Metric acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

    25.2. Pursuant to Chapter 809, Texas Government Code, Aqua-Metric certifies that Aqua-Metric does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Aqua-Metric acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

    25.3. Pursuant to Chapter 2274, Texas Government Code, Aqua-Metric certifies that Aqua-Metric does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Aqua-Metric acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

    25.4. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Aqua-Metric certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Aqua-Metric acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

26. REMEDIES. Except for remedies specifically designated as exclusive, no remedy conferred by the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

27. SEVERABILITY. If any term, provision or part of the Agreement is to any extent held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be impaired or affected thereby, and each term, provision, and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

28. SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns (if such assignment was properly made pursuant to this Agreement).

29. ASSIGNMENT. Aqua-Metric may not assign any of their respective rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party, including any assignment or transfer in connection with a merger, reorganization, or sale of all or substantially all of the assets or equity of such party. Any attempted assignment in breach of this Section shall be void and Client shall have the right to terminate this Agreement as set forth herein. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

30. NONWAIVER. Any failure or delay by any party to exercise or partially exercise any right, power or privilege hereunder shall not be deemed a waiver of any of the rights, powers or privileges under this Agreement. The waiver by either party of a breach of any term, condition or provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach thereof.

31. ENTIRETY OF AGREEMENT. This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Client and Aqua-Metric, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

32. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

33. FORUM SELECTION. The Parties agree that any action to interpret or enforce this Agreement shall be brought and maintained only in the county courts located within Williamson County, Texas. The Parties consent to the exclusive jurisdiction of such courts and waive any objection either Party might otherwise have to jurisdiction and venue in such courts and Parties consent to service of process out of said State of Texas by regular U.S. mail to each Party or any other method of service permitted by such courts.

34. DEFINITIONS.

    34.1. "Advanced Metering Infrastructure System" is an integrated system of smart meters, communications networks, and data management systems that enables two-way communication between utilities and customers.

    34.2. "Software" means the computer software described as such in the Sensus Agreement, in machine-readable form only, as well as any updates which may be provided pursuant to the terms of this Agreement.

    34.3. "Confidential Information" means documents, data, work product and any other sources of information designated as confidential in writing by Client or Aqua-Metric, as applicable, and any other information that a party should reasonably know is confidential in light of the circumstances surrounding its disclosure.

    34.4. "Aqua-Metric Confidential Information" means the Aqua-Metric Proprietary Materials and any other Aqua-Metric owned or licensed information or material that Aqua-Metric designates in writing as confidential.

    34.5. "Aqua-Metric Proprietary Materials" mean (i) software and all computer programs, documentation, products, forms, tools, methodologies, processes and procedures which were developed and owned by Aqua-Metric, including Aqua-Metric's suppliers or subcontractors, prior to the Effective Date or which are developed during the term of the Agreement by Aqua-Metric, expressly excluding any Client Work Product; and (ii) any modifications thereof and derivative works based thereon.

    34.6. "Client Confidential Information" means the Client Data, Client Proprietary Materials, and any other Client owned or licensed information or material that is designated in writing by Client as proprietary and confidential, or that Aqua-Metric should reasonably know is confidential in light of the circumstances surrounding its disclosure.

    34.7. "Client Data" means any or all of the following, and all copies thereof, regardless of the form or media in which such items are held: (i) Confidential Information of Client, including, but not limited to, Personally Identifiable Information; (ii) data and/or information provided or submitted by or on behalf of Client or any Client Affiliate to Aqua-Metric regardless of whether considered Confidential Information; and (iii) data and/or information stored, recorded, processed, created, derived or generated by Aqua-Metric as a result of and/or as part of the Services, regardless of whether considered Confidential Information.

[The remainder of this page left blank intentionally.]

35. COUNTERPARTS AND ELECTRONIC SIGNATURE. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

Client signatory represents and warrants that the signatory has all necessary authorization to purchase and pay for the Services indicated herein.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH CLIENT AND AQUA-METRIC (OR ITS APPLICABLE AFFILIATE).

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of each of the parties hereto as of the date signed by both parties below.

THIRKETTLE CORPORATION
DBA Aqua-Metric Sales Company
4050 Flat Rock Drive
Riverside, CA 92505

Signature

Christopher Newville
Name (Printed or Typed)

Manager
Title

December 18, 2025
Date

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

Signature

Josh Schroeder
Name (Printed or Typed)

Mayor
Title

November 25, 2025
Date

EXHIBIT A – AGREEMENT PRICING

Aqua Metric

Aqua-Metric Sales Company
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

October 30, 2025

Client: City of Georgetown, TX
Attention: Chelsea Solomon
Address 5001 Williams Drive
City, State, Zip: Georgetown, TX 78633
Email: chelsea.solomon@georgetown.org

Line No.	Item	Quantity	Tariff Total	Unit	Extended
New Construction Quote					
Product					
	3/4" SL (7.5" LL) iPERL Meter with 6' TR/PL Cable, Composite Body	8,097	$ 25,455.35	$114.32	$925,649.04
	1" iPERL Meter with 6' TR/PL Cable, Composite Body	103	$ 510.50	$180.23	$18,563.69
	3/4" SL (7.5" LL) iPERL Meter with 6' TR/PL Cable, Metal Body	1	$ 4.66	$169.36	$169.36
	1" iPERL Meter with 6' TR/PL Cable, Metal Body	1	$ 6.30	$229.26	$229.26
	3/4" SL (7.5" LL) Ally Remote Disconnect Meter with 6' TR/PL Cable, Composite Body	4,450	$ 49,121.33	$401.40	$1,786,230.00
	1" Ally Remote Disconnect Meter with 6' TR/PL Cable, Composite Body	41	$ 520.65	$461.77	$18,932.57
	1 1/2" Cordonel Meter with 20' TR/PL Cable, Pulse Output, and Test Port and Plug, Turbo LL	40	$ 1,815.55	$1,650.50	$66,020.00
	2" Cordonel Meter with 20' TR/PL Cable, Pulse Output, and Test Port and Plug, Turbo LL	44	$ 2,122.95	$1,754.50	$77,198.00
	3" Cordonel Meter with 20' TR/PL Cable, Pulse Output, and Test Port and Plug, Turbo LL	6	$ 402.49	$2,439.31	$14,635.86
	4" Cordonel Meter with 20' TR/PL Cable, Pulse Output, and Test Port and Plug, Turbo LL	12	$ 1,274.50	$3,862.13	$46,345.56
	6" OMNI+ C2 Compound Meter with 20' TR/PL Cable, Pulse Output, and 1.5" Test Port, Turbo/Compound LL (Must Specify Lay Length)	7	$ 989.71	$5,141.37	$35,989.59
	8" OMNI+ C2 Compound Meter with 20' TR/PL Cable, Pulse Output, and 1.5" Test Port, Turbo LL	9	$ 2,261.17	$9,136.05	$82,224.45
	10" OMNI+ C2 Compound Meter with 20' TR/PL Cable, Pulse Output, and 1.5" Test Port, Turbo LL	1	$ 324.18	$11,788.45	$11,788.45
	6" OMNI+ T2 Turbo Meter with 20' TR/PL Cable, Pulse Output, and 1.5" Test Port, Turbo LL	7	$ 800.28	$4,157.29	$29,101.03
	8" OMNI+ T2 Turbo Meter with 20' TR/PL Cable, Pulse Output, and 1.5" Test Port, Turbo LL	9	$ 1,920.78	$7,760.73	$69,846.57
	10" OMNI+ T2 Turbo Meter with 20' TR/PL Cable, Pulse Output, and 1.5" Test Port, Turbo LL	1	$ 278.26	$10,118.41	$10,118.41
	520M Single Port SmartPoint Radio Transmitter	12,827	$ 39,919.87	$113.17	$1,451,631.59
	520M Dual Port SmartPoint Radio Transmitter	1	$ 4.10	$149.00	$149.00
	522M Dual Port SmartPoint Radio Transmitter	1	$ 3.63	$131.86	$131.86
	Model 520M Pit Lid Housing, Illustration #85B, Part No. 5396034600004	1	$ 0.83	$30.11	$30.11
	Model 520M TR/PL Adapter, Illustration #85C (Available in Quantities of 10), Part No. 5396115239001	1	$ 0.02	$0.70	$0.70
	Model 520M Boot, Illustration #85D, Part No. 5396105439003	1	$ 0.15	$5.35	$5.35
	Model 520M Pit Locking Nut, Illustration #85E, Part No. 5396112039004	1	$ 0.18	$6.54	$6.54
	Model 520M Boot Locking Clip, Illustration #85F, Part No. 5396112039002	1	$ 0.08	$2.96	$2.96
	Model 520M Insulated Isolation Sleeve, Illustration #85G, Part No. 5396006255003	1	$ 0.06	$2.22	$2.22
	Model 520M Housing Assembly Complete, Illustration #85M, Part No. 5396355500054	1	$ 1.17	$42.70	$42.70
	CommandLink II	1	$ 24.90	$905.63	$905.63
	6' TR/PL Cable (2-Wire) for iPERL Meter, Part No. SM50546439001	1	$ 0.60	$21.82	$21.82
	25' TR/PL Cable (2-Wire) for iPERL Meter, Part No. SM50546439002	1	$ 0.71	$25.92	$25.92
	20' TR/PL Cable (3-Wire) for OMNI+ eHat, Part No. 5191020600005	1	$ 1.85	$67.20	$67.20
	20' TR/PL Cable (3-Wire) & 20' Pulse Cable for OMNI+ eHat, Part No. 5191020600014	1	$ 2.41	$87.74	$87.74
	Cable Assembly 20' TR/PL 3-Wire for Cordonel Meter, Part No. 5201011400002	1	$ 2.11	$76.66	$76.66
	Cable Assembly 20' TR/PL 3-Wire with 25' Pulse for Cordonel Meter, Part No. 5201011400011	1	$ 2.47	$89.69	$89.69
Product Installation					
	Field Deployment Management, Monthly Fee	12		$12,687.50	$152,250.00
	NovusCenter Additional Setup Fee	1		$2,500.00	$2,500.00
	NovusCenter WOMS Work Order Fee	19,200		$2.29	$43,968.00
	NovusCenter WOMS Data Quality Review Fee	19,200		$3.05	$58,560.00
	3/4" Water Meter Exchange with SmartPoint Installation and Activation	19,097		$69.00	$1,317,693.00
	1" Water Meter Exchange with SmartPoint Installation and Activation	103		$71.62	$7,376.86
	Installation Incidental: Sensus ally Remote Disconnect Installation Adder	1		$13.33	$13.33
	Installation Incidental: Lid Modification: Drill Hole in Plastic Meter Box Lid	2,880		$8.97	$25,833.60
	Installation Incidental: 3/4" - 1" Water Meter Box Adjustment or Removal, in Dirt, Labor Only	230		$70.51	$16,217.30
	Installation Incidental: 3/4" - 1" Meter Box & Lid Replacement, in Dirt, Labor Only	1		$70.51	$70.51
	Installation Incidental: Plastic Meter Box Lid Replacement, Labor Only	1,212		$7.69	$9,320.28
	Installation Incidental: Special Job Hourly Rate, Price per Technician per Hour	134		$160.26	$21,474.84
	Installation Incidental: Clean Out Excessive Dirt from Meter Box	1,920		$12.82	$24,614.40
	Installation Incidental: Lid Modification - Drill Hole in Metal Meter Box Lid	1		$26.92	$26.92
	Installation Incidental: SmartPoint Installation and Activation Only on Existing 3/4" Sensus Meter, Labor Only	1		$51.28	$51.28
	Installation Incidental: SmartPoint Installation and Activation Only on Existing 1" Sensus Meter, Labor Only	1		$51.28	$51.28
	Installation Incidental: Water Meter Register Reprogramming of Existing Sensus Meter, Labor Only	1		$12.82	$12.82
	Installation Incidental: Residential Water Meter Register Replacement on 3/4" Existing Sensus Meter, Labor Only	1		$57.69	$57.69
	Installation Incidental: Residential Water Meter Register Replacement on 1" Existing Sensus Meter, Labor Only	1		$57.69	$57.69
	Installation Incidental: 5/8" - 1" Meter Tail Replacement, Labor Only	1		$83.33	$83.33
	Installation Incidental: 5/8" - 1" Replacement or Removal of Bushing Adapters/Expansion Wheel	14,976		$8.33	$124,750.08
	Installation Incidental: Site Visit Fee	120		$51.28	$6,153.60
	Estimated Delivery and Installation of Willscot 40' Container	4		$1,065.16	$4,260.64
	Monthly Rental Fee for Eight (8) Willscot 40' Container	96		$558.74	$53,639.04

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sale unless there is an executed agreement between the parties. Terms of Sale can be found online at www.aqua-metric.com
2. Quote is valid for thirty days.
3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.

Subtotal:	$6,515,356.02
Tariffs:	$127,773.80
Total:	**$6,643,129.82**

Aqua Metric

Aqua-Metric Sales Company
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

October 30, 2025

Client: City of Georgetown, TX
Attention: Chelsea Solomon
Address 5001 Williams Drive
City, State, Zip: Georgetown, TX 78633
Email: chelsea.solomon@georgetown.org

Line No.	Item	Quantity	Tariff Total	Unit	Extended

4. Freight allowed on single Sensus Product orders exceeding $80,000.00.
5. Net Thirty Days to Pay
6. Returned product may be subject to a 25% restocking fee. Additional details apply.
7. Sales Tax and/or Freight charges are not included.

8. TAXES AND FEES. All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all applicable Taxes and Fees imposed upon the Goods purchased. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees may result in adjustments to the final invoice accordingly.

Aqua Metric
16914 Alamo Parkway, Bldg. 2, Selma, TX 78154
Phone: (210) 967-6300 Fax: (210) 967-6305

October 30, 2025

Project Clarifications

1. All quotes are subject to the Aqua-Metric Terms of Sale unless there is an executed agreement between the parties. Terms of Sale can be found online at www.aqua-metric.com
2. Quote is valid for 30 days.
3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single orders exceeding $80,000.00. All non-Sensus and/or non-water product orders are subject to additional freight charges (i.e., hand held equipment, backhaul modems, meter boxes and lids, etc.).
5. Net Thirty Days to Pay.
6. Returned product subject to a 25% restocking fee for Sensus water product(s) – must be returned within six months of shipment. Additional details and limitations apply. All non-Sensus product subject to their specific manufacturer's published return policy.
7. Sales tax and/or freight charges are not included.
8. TAXES AND FEES. All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all applicable Taxes and Fees imposed upon the Goods purchased. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees may result in adjustments to the final invoice accordingly.
9. A retainer withholding surcharge will be applied if retainage is required.
10. Pricing assumes no downtime between services performed. If the Utility is unable to provide a steady workflow, additional fees will apply for downtime and/or demobilization/remobilization.
11. Pricing includes use of Aqua-Metric's NovusCenter Work-Order Management Software and back-office data review.
12. Standard meter installation pricing shall encompass like-for-like meter exchange, including replacement of Utility provided bushing adapters. Pricing is for labor only and not inclusive of any special parts or materials necessary to facilitate a successful exchange. Aqua-Metric will furnish nuts, bolts, and gaskets as necessary to replace each meter. City will be responsible for supplying any additional materials including but not limited to meter boxes, meter box lids, meter couplings, etc.; however Aqua-Metric can supply any additional materials at cost plus fifteen percent. An installation scope of work will be drafted upon request. Pricing is subject to change based on revisions or modifications requested by the City.
13. Pricing assumes meter replacements will be performed in route order.
14. Pricing does not include staging services, trash/recycling receptacles, or consumer outreach program.
15. Quote reflects budgetary pricing for temporary storage containers. However, pricing for storage units is only valid for 30 days and is subject to change based on market value at time of order entry.
16. Performance and Payment Bond not included.
17. Pricing does not reflect Prevailing Wage Rates.
18. HGAC Contract No. WM09-20.

19. Any items beyond quote above subject to price negotiations.

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	WM09-20	Date Prepared:	10/30/2025

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Georgetown, TX	Contractor:	Aqua-Metric Sales Company
Contact Person:	Chelsea Solomon	Prepared By:	Kristy Segarra
Phone:		Phone:	(210) 967-6300
Fax:		Fax:	(210) 967-6305
Email:	chelsea.solomon@georgetown.org	Email:	Kristy.Segarra@aqua-metric.com

Catalog / Price Sheet Name:	WM09-20 Aqua-Metric / Sensus Pricing - Updated 10/2025
General Description of Product:	Water Meters and Installation

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
8097	3/4" SL (7.5" LL) iPERL Meter with 6' TR/PL Cable, Composite Body - WM0925F	157.01	1271309.97
103	1" iPERL Meter with 6' TR/PL Cable, Composite Body - WM0925F	243.63	25093.89
1	3/4" SL (7.5" LL) iPERL Meter with 6' TR/PL Cable, Metal Body - WM0925F	185.4	185.4
1	1" iPERL Meter with 6' TR/PL Cable, Metal Body - WM0925F	250.98	250.98
4450	3/4" SL (7.5" LL) Ally Remote Disconnect Meter with 6' TR/PL Cable, Composite Body - WM0925F	416.65	1854092.5
41	1" Ally Remote Disconnect Meter with 6' TR/PL Cable, Composite Body - WM0925F	480.24	19689.84
40	1 1/2" Cordonel Meter with 20' TR/PL Cable, Pulse Output, and Test Port and Plug, Turbo LL - WM0925G	1781.41	71256.4
44	2" Cordonel Meter with 20' TR/PL Cable, Pulse Output, and Test Port and Plug, Turbo LL - WM0925G	1895.26	83391.44
6	3" Cordonel Meter with 20' TR/PL Cable, Pulse Output, and Test Port and Plug, Turbo LL - WM0925G	2644.96	15869.76
12	4" Cordonel Meter with 20' TR/PL Cable, Pulse Output, and Test Port and Plug, Turbo LL - WM0925G	4202.56	50430.72
7	6" OMNI+ C2 Compound Meter with 20' TR/PL Cable, Pulse Output, and 1.5" Test Port, Turbo/Compound LL (Must Specify Lay Length) - WM0925G	5941.14	41587.98
9	8" OMNI+ C2 Compound Meter with 20' TR/PL Cable, Pulse Output, and 1.5" Test Port, Turbo LL - WM0925G	10557.22	95014.98
1	10" OMNI+ C2 Compound Meter with 20' TR/PL Cable, Pulse Output, and 1.5" Test Port, Turbo LL - WM0925G	13622.2	13622.2
7	6" OMNI+ T2 Turbo Meter with 20' TR/PL Cable, Pulse Output, and 1.5" Test Port, Turbo LL - WM0925G	4803.99	33627.93
9	8" OMNI+ T2 Turbo Meter with 20' TR/PL Cable, Pulse Output, and 1.5" Test Port, Turbo LL - WM0925G	8967.95	80711.55
1	10" OMNI+ T2 Turbo Meter with 20' TR/PL Cable, Pulse Output, and 1.5" Test Port, Turbo LL - WM0925G	11692.39	11692.39
12827	520M Single Port SmartPoint Radio Transmitter - WM0925A	168.42	2160323.34
1	520M Dual Port SmartPoint Radio Transmitter - WM0925A	246.1	246.1
1	522M Dual Port SmartPoint Radio Transmitter - WM0925A	190.18	190.18
1	Model 520M Pit Lid Housing, Illustration #85B, Part No. 5396034600004 - WM0925M	31.62	31.62
1	Model 520M TR/PL Adapter, Illustration #85C (Available in Quantities of 10), Part No. 5396115239001 -	0.74	0.74
1	Model 520M Boot, Illustration #85D, Part No. 5396105439003 - WM0925M	5.62	5.62
1	Model 520M Pit Locking Nut, Illustration #85E, Part No. 5396112039004 - WM0925M	6.86	6.86
1	Model 520M Boot Locking Clip, Illustration #85F, Part No. 5396112039002 - WM0925M	3.11	3.11
1	Model 520M Insulated Isolation Sleeve, Illustration #85G, Part No. 5396006255003 - WM0925M	2.33	2.33
1	Model 520M Housing Assembly Complete, Illustration #85M, Part No. 5396355500054 - WM0925M	44.82	44.82
1	CommandLink II - WM0925A	941.86	941.86
1	6' TR/PL Cable (2-Wire) for iPERL Meter, Part No. SM50546439001 - WM0925M	22.91	22.91
1	25' TR/PL Cable (2-Wire) for iPERL Meter, Part No. SM50546439002 - WM0925M	27.22	27.22
1	20' TR/PL Cable (3-Wire) for OMNI+ eHat, Part No. 5191020600005 - WM0925M	70.56	70.56
1	20' TR/PL Cable (3-Wire) & 20' Pulse Cable for OMNI+ eHat, Part No. 5191020600014 - WM0925M	92.13	92.13
1	Cable Assembly 20' TR/PL 3-Wire for Cordonel Meter, Part No. 5201011400002 - WM0925M	80.5	80.5
1	Cable Assembly 20' TR/PL 3-Wire with 25' Pulse for Cordonel Meter, Part No. 5201011400011 - WM0925M	94.18	94.18
		Total From Other Sheets, If Any:	1941362.2
		Subtotal A:	7771374.21

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
4	Estimated Delivery and Installation of Willscot 40' Container	1065.16	4260.64
96	Monthly Rental Fee for Eight (8) Willscot 40' Container	558.74	53639.04
			0
		Total From Other Sheets, If Any:	
		Subtotal B:	57899.68

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	1%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Discount	$ (1,313,917.87)
Tariffs	127773.8
Subtotal C:	-1186144.07

Delivery Date:	**TBD**	**D. Total Purchase Price (A+B+C):**	6,643,129.82

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	WM09-20	Date Prepared:	10/30/2025

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Georgetown, TX	Contractor:	Aqua-Metric Sales Company
Contact Person:	Chelsea Solomon	Prepared By:	Kristy Segarra
Phone:		Phone:	(210) 967-6300
Fax:		Fax:	(210) 967-6305
Email:	chelsea.solomon@georgetown.org	Email:	Kristy.Segarra@aqua-metric.com

Catalog / Price Sheet Name:	WM09-20 Aqua-Metric / Sensus Pricing - Updated 10/2025
General Description of Product:	

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
12	Field Deployment Management, Monthly Fee - WM0925E	12687.5	152250
1	NovusCenter Additional Setup Fee - WM0925B	2537.5	2537.5
19200	NovusCenter WOMS Work Order Fee - WM0925B	2.29	43968
19200	NovusCenter WOMS Data Quality Review Fee - WM0925B	3.05	58560
19097	3/4" Water Meter Exchange with SmartPoint Installation and Activation - WM0925E	72	1374984
103	1" Water Meter Exchange with SmartPoint Installation and Activation - WM0925E	85.5	8806.5
1	Sensus ally Remote Disconnect Installation Adder - WM0925E	19.8	19.8
2880	Lid Modification: Drill Hole in Plastic Meter Box Lid - WM0925E	10.8	31104
230	3/4" - 1" Water Meter Box Adjustment or Removal, in Dirt, Labor Only - WM0925E	79.2	18216
1	3/4" - 1" Meter Box & Lid Replacement, in Dirt, Labor Only - WM0925E	98.1	98.1
1212	Plastic Meter Box Lid Replacement, Labor Only - WM0925E	13.5	16362
134	Special Job Hourly Rate, Price per Technician per Hour - WM0925E	197.1	26411.4
1920	Clean Out Excessive Dirt from Meter Box - WM0925E	19.8	38016
1	Lid Modification - Drill Hole in Metal Meter Box Lid - WM0925E	32.4	32.4
1	SmartPoint Installation and Activation Only on 3/4" Existing Sensus Meter, Labor Only - WM0925E	59.4	59.4
1	SmartPoint Installation and Activation Only on 1" Existing Sensus Meter, Labor Only - WM0925E	59.4	59.4
1	Water Meter Register Reprogramming of Existing Sensus Meter, Labor Only - WM0925E	19.8	19.8
1	Residential Water Meter Register Replacement on 3/4" Existing Sensus Meter, Labor Only - WM0925E	63	63
1	Residential Water Meter Register Replacement on 1" Existing Sensus Meter, Labor Only - WM0925E	72	72
1	5/8" - 1" Meter Tail Replacement, Labor Only - WM0925E	98.1	98.1
14976	5/8" - 1" Replacement or Removal of Bushing Adapters/Expansion Wheel - WM0925E	10.8	161740.8
120	Site Visit Fee - WM0925E	65.7	7884
		Total From Other Sheets, If Any:	
		Subtotal A:	1941362.2

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal B:	0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Discount	
Subtotal C:	0

Delivery Date:	**TBD**	**D. Total Purchase Price (A+B+C):**	

EXHIBIT B – STATEMENT OF WORK

1. OBJECTIVE

   1.1. This Exhibit describes standard field procedures for like-for-like meter exchange process.

2. PROJECT PLANNING

   2.1. Review standard meter exchange expectations.

   2.2. Review Client customer resolution process.

   2.3. Review incidental labor/materials and contingency fund allocation process.

   2.4. Identify any special equipment anticipated during the project.

   2.5. Review and finalize proper Return to Utility ("RTU") handling and resolution.

   2.6. Coordinate with Client to draft Project Schedule

   2.7. Identify operating hours, holiday schedules, and black-out dates.

      A. Identify route order in relation to meter reading schedules.

      B. Coordinate with supplier(s) to determine Goods delivery schedules.

3. PROJECT PREPARATION AND MOBILIZATION

   3.1. Operations and Warehousing

      A. Client will provide a suitable and secure location (the "Project Site") to conduct daily operations and accommodate Goods storage. Client shall be responsible for providing the following during the course of the project:

         I. Client agrees to grant Aqua-Metric access to the site, including any gate key or key cards required for entry.

         II. Adequate parking spaces for field technicians during loading/unloading of field materials.

         III. The Project Site shall be accessible to receive periodic deliveries of Goods and materials from commercial vehicle transport services.

         IV. Access to forklift or similar loading and unloading equipment

         V. Decommissioned scrap containers (salvage brass).

         VI. One 8-yard trash receptacle

         VII. One 8-yard recycling receptacle (paper products)

      B. Aqua-Metric will provide the following items during the course of the Project:

         I. Up to eight (8) each 8' x 40' mobile storage containers.

4. WATER METER EXCHANGE

   4.1. Aqua-Metric will coordinate and conduct a kick-off meeting with Client prior to commencing field services work.

      A. Review all processes and any special/unique requirements identified during Project Planning.

      B. Review and refine project expectations, responsibilities and workflow of Aqua-Metric or Client.

      C. Aqua-Metric will draft a meter exchange plan outlining the procedures to follow during the meter exchange.

      D. Schedule periodic progress meetings.

   4.2. Standard Water Meter Exchange

A. A Standard Water Meter Exchange service shall be defined as the meter exchange process as outlined hereunder. Unless expressly stated otherwise, the services provided are limited to the services identified within this section and any additional services will not be assumed inclusive.

B. Standard Meter Exchange Services will be provided based upon information provided by the Client regarding meter type, size, location and accessibility. Aqua-Metric assumes all metering data as it pertains to characteristics (size, model, etc.) or any special requirements, will be furnished by Client in advance of the meter exchange services with minimal exceptions.

C. A Standard Meter Exchange will be defined as "like for like" or "size for size" with an approved equivalent meter type.

D. Aqua-Metric technicians shall follow appropriate safety guidelines and procedures, including Occupational Health and Safety Administration (OSHA) industry standards and Client provided requirements.

E. Aqua-Metric will use its proprietary NovusCenter™ Work Order Management Software (the "WOMS") to manage the field service work throughout the course of the project. Aqua-Metric shall grant Client read-only access to the WOMS through the duration of the meter exchange phase. Unless expressly stated otherwise, Client acknowledges and agrees nothing in this Meter Services Scope of Work grants, constitutes, or provisions Client with any licensed use during or after the project. Client, at its discretion, may request to license WOMS from Aqua-Metric for Client's continued use concluding the project.

F. Aqua-Metric technician will verify account data within the WOMS corresponds with the service account prior to commencing work.

G. Aqua-Metric technicians will visually inspect the service account for damage, alterations, accessibility, or similar that would render the account non-serviceable. If the account is determined to be non-serviceable, the technician shall place the account on-hold ("In-Process") or Return to Utility ("RTU") with documentation of the technician's findings.

H. Aqua-Metric technicians will verify there is no active consumption through the meter. If the meter indicates active consumption, the technician may skip the account and return at a later time to avoid service disruption to the customer. If no active consumption is evident, the technician shall proceed with the installation service.

I. Clear light debris (dirt, leaves, grass, rocks, litter, and other similar materials that are removal by hand or small shovel) from meter box to a reasonable level needed to access the meter connections.

J. If the curb stop is in the closed position, the technician will not restore water to service when completed with the installation.

K. Aqua-Metric technicians will install a new Sensus water meter and SmartPoint radio transceiver. All residential (5/8" – 1") meters shall receive new appropriately sized gaskets. SmartPoint radios will be affixed below the meter box lid using an approved under-the-lid mount. If an under-the-lid mount is not available, the technician may drill the existing lid as needed to accommodate the SmartPoint.

L. Aqua-Metric shall coordinate disposal of all retired meters and retired Itron and Elster endpoints with a third-party recycling company on a monthly basis. The proceeds will be split 50%-50% with the customer.

M. Work Order Data Documentation

   I. Record relative location of the water meter box.

   II. Record old meter serial number and Out read. and/or radio transmitter serial number.

   III. Record new meter and/or radio transmitter serial number (barcode scan).

IV. Capture clear images detailing:

a. Relative meter location in relation to dwelling

b. Worksite condition and before and after performing the services.

c. Retired meter serial number and final consumption reading.

d. New meter once installed.

e. SmartPoint activation screen.

V. Document any comments or notes relating to the worksite conditions or exceptions with images; including, but not limited to recommended services, special worksite notes, unstable conditions, etc.

4.3. In-Process or Return to Utility ("RTU")

A. In-Process or "skipped" account(s) may include, but not be limited to, any of the scenarios listed hereunder. Aqua-Metric will make a reasonable effort to exchange water meters at all locations identified within the project scope. When applicable, Aqua-Metric shall flag accounts as "In Process" (skipped/on-hold) which may require additional assistance from Client. Aqua-Metric shall notify Client of any account flagged In-Process for review. If Aqua-Metric and Client are unable to determine an appropriate resolution and timeline for the In-Process workorder within three (3) days, the account will be flagged Return to Utility ("RTU").

I. Service accounts that cannot be located or have been found to substantially deviate from the expected meter type or size and require additional assistance from Client personnel.

II. Service accounts which are infested by rodents or pests.

III. Service accounts where the water meter is obstructed by vehicles.

IV. Inoperable valves (curb stop) will be flagged as In-Process and Client will replace the faulty valve.

V. Accounts which require advance scheduling will be identified as In-Process. Client will schedule Aqua-Metric for appointment to perform the meter exchange.

VI. Service accounts that have visible service line leaks or tampering at or near the meter.

VII. Service accounts in which a homeowner or business owner refuses the meter exchange.

B. Return to Utility ("RTU")

Return to Utility ("RTU") may include, but not be limited to, any of the scenarios listed hereunder. Service accounts flagged as RTU will be returned to Client for further action and Aqua-Metric may, in its sole discretion, invoice Client for a trip charge for the initial site visit or each additional visit in addition the service price thereafter. Unless otherwise specified hereunder, Client will be responsible for completing meter exchange service or performing the actions necessary to complete the meter exchange service prior to returning the account to Aqua-Metric.

I. Any service account which the meter is inaccessible, requires special equipment, additional materials (parts, fittings, pipe, etc.) or labor which has not been approved by Client, to successfully complete.

II. Service accounts where the water meter is obstructed by vehicles, permanent or large structures, landscaping, or excessive tree/plant roots inside meter box.

III. Service accounts where the technician reasonably believes potential damage may occur to customer's property.

l. Service accounts which require alterations or restorations to concrete or asphalt beyond twenty four (24) inches around the meter box, or landscaping including but not limited to permanent trees, bushes, shrubs, flowers, gardens, and pathways.

5. ASSUMPTIONS AND CLARIFICATIONS

5.1. All meters will be exchanged contiguously and sequentially through cycles and routes during normal business hours of Monday – Friday, 7:00 AM to 4:00 PM.

5.2. All meters will be assumed to be located in a conspicuous and easily accessible locations. All hard to find meters will have location descriptions and/or assistance from Client as necessary to locate.

5.3. If available and in working order, Aqua-Metric technicians may use the property owner's hose bib to relieve pressure and flush the water line of air or debris. Aqua-Metric will not be responsible for 1) operating the hose bib to relieve pressure or flush the water line if a hose bib is inaccessible, inoperable, or visibly damaged; and 2) pre-existing damage or damage resulting from reasonably normal operation of faulty hose bibs.

5.4. If required, Aqua-Metric assumes Client will provide any necessary scheduling services.

5.5. Aqua-Metric assumes Client will provide print material, including but not limited to door hangers or information handouts.

5.6. All materials removed from the field (e.g., retired meters, debris, trash) will be returned and/or disposed of at the staging area.

CITY OF GEORGETOWN AND AQUA-METRIC SALES COMPANY
MUTUALLY ACCEPTABLE PURCHASE ORDER STANDARD TERMS AND CONDITIONS

1. ACCEPTANCE: Acceptance of this order must be without qualifications. The City of Georgetown ("City") and Thirkettle Corporation dba Aqua-Metric Sales Company (the "Vendor") hereby mutually agree to the General Purchase Order Terms and Conditions (the "Terms") contained herein for the purchase of various material(s) or service(s) (the "Goods") offered and sold by the Vendor. The City's issuance of a valid purchase order and Vendor's action in receipt and processing of City's purchase order shall constitute an acceptance of the terms and conditions below and on this order.

2. RULES OF PRECEDENCE: The Terms contained herein shall govern this Purchase Order and may periodically change from time to time, as necessary and where duly agreed to in writing by the parties hereto.

3. 3. CHANGES/QUANTITIES: No changes may be made in this order without written authorization of the City. Ship exact quantities ordered except in instances where this is impractical such as material in bulk, uneven lengths, etc., in which case nearest amount available and not exceeding specified quantity is acceptable.

4. PRODUCT LEAD TIMES. All purchase orders will be prioritized and fulfilled in the order received. Stock orders will be fulfilled in the most expeditious means available. Non-stock or special order Goods delivery times will be subject to availability and Supplier lead times.

5. PACKAGING. The Vendor reserves the right to select the manner in which Products are packaged. Quoted prices include standard packaging. Special requirements for packaging will be subject to additional charges.

6. SHIPPING AND HANDLING. All Products will be shipped Freight on Board (FOB) Destination Freight Prepaid and Added. The Vendor will ship all Products using the most economical ground transportation service. Expedited shipments, such as "next day" or "second day", will be at the City's expense unless otherwise agreed upon by the Vendor. All applicable shipping and handling charges will be included on the Vendor's invoice to the City. The Vendor does not guarantee and therefore will not be liable for any delays in shipment.

7. FREIGHT. Oversized Product(s) or bulk orders will be shipped on standard Less-Than-Truckload ("LTL") freight carriers when applicable. The City is required to provide the necessary equipment required (i.e. loading dock, fork lift, pallet jack, etc.) to unload the shipment upon arrival. If the City does not have access to equipment necessary to unload the Product(s), City must inform the Vendor in advance and prior to shipment. City will be responsible for any additional cost(s) or fee(s) incurred for special handling requirements.

8. FREIGHT ALLOWANCE. Single Sensus product orders exceeding $80,000 will be shipped FOB Freight Allowed unless otherwise specified and agreed upon in writing. Freight allowance is only applicable to single orders shipped complete. Partial shipments must be specified in writing at the time of order placement. The Vendor reserves the right to refuse freight allowance and/or bill partial freight costs on final invoice.

9. INVOICES: Invoice must be submitted by the vendor in duplicate to the City of Georgetown, Accounts Payable, P.O. Box 409, Georgetown, Texas 78627 and ap@georgetowntexas.gov. All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251 (the "Prompt Payment Act"). All invoices to be paid in full within 30 days after satisfactory delivery and billing unless otherwise specified or mutually agreed upon before this order was placed. The Vendor reserves the right to establish credit limits for the City and may require full or partial payment prior to provisioning of any Goods. All payments shall be made via credit card (VISA or MasterCard), check or electronic ACH payment. In the event of dispute, the City must notify the Vendor, in writing, within seven (7) days of receipt of an invoice. Notwithstanding, if the City fails to pay any non-disputed invoice within 30 days of the invoice date, the Vendor may 1) assess late fees in accordance with the Prompt Payment Act, 2) place the City on "credit hold" and withhold or suspend, in whole or in part, current or future orders or business Services, including without limitation the Annual Services; until the City has paid all delinquent amounts plus any applicable late fees to the Vendor.

10. TAXES AND FEES: This purchase order when properly executed by the City serves as a tax exemption certificate in that the City, as a municipality, claims an exemption from payment of. These taxes must not be included on invoice. For Community Development contracts entered into between the successful contractor and homeowner, contractor shall pay all applicable taxes on material (i.e. material is not tax exempt). All prices are exclusive of taxes, tariffs, duties, and other federally imposed fees (collectively the "Taxes and Fees"). The City shall be responsible for all applicable Taxes and Fees imposed upon the

Goods purchased. Taxes and Fees will be added to each applicable invoice and are the responsibility of the City. Any changes in Taxes and Fees during this Agreement may result in adjustments to the final invoice accordingly.

11. PATENTS: UPON ACCEPTANCE OF THIS ORDER, THE VENDOR AGREES TO INDEMNIFY THE CITY FROM ANY CLAIM INVOLVING PATENT RIGHT INFRINGEMENTS, COPYRIGHTS, OR SALE FRANCHISES.

12. RISK OF LOSS: Risk of loss, damage or destruction of the materials covered by this order shall be borne by the Vendor until delivery in good condition of conforming products at the F.O.B. point designated on this order. Any non-conforming goods shall be at the City's risk until returned to the Vendor, at the Vendor's expense, or otherwise disposed of as the Vendor shall reasonably request. The City shall notify the Vendor in writing, as soon as reasonably able, of any damaged material(s) received in a shipment, but not less than fifteen (15) business days from the date of receipt. Damaged material(s) shall be returned to the point of origin for inspection. The Vendor reserves the right to repair or replace material(s) damaged in shipment.

13. DISPUTES: The parties shall attempt to amicably resolve disputes through escalating levels of management. The parties may submit the unresolved disputes 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. Notice of any dispute must be given in writing within thirty days of the claim, dispute, or matter arising.

14. GOVERNING LAW AND VENUE: This Agreement shall be governed by the laws of the State of Texas. Venue shall be the applicable courts of Williamson County, Texas.

15. DELIVERIES: All deliveries to be made to the City's Central Receiving location at 300-1 Industrial Ave, Georgetown, Texas 78626 unless otherwise specified on the face of this order. Deliveries will be accepted only during normal working hours on normal working days (8 a.m.-5 p.m., Monday through Friday). Unless otherwise indicated, items received must be new and in first class condition and if type of materials normally packaged for protection and convenience in storage, shall be in proper container. All services performed shall conform to the quality and workmanship of the accepted standards in the industry.

16. VERBAL ORDERS: The terms and conditions on this form also apply to emergency and rush orders placed verbally with vendors already familiar with these terms and conditions, in which case a confirming purchase order stamped "CONFIRMATION" will be forwarded to the vendor.

17. CANCELLATIONS: The City reserves the right to cancel this purchase order for any reason, in whole or in part, without invalidating the Terms. The City shall provide written notification to the Vendor as soon as practically able. Orders submitted to the Vendor must be canceled or changed by the City in writing prior to the shipment of Product(s). The Vendor reserves the right to invoice shipping charges for orders cancelled after deliverables shipped.

18. TERMINATION FOR CONVENIENCE: The City shall have the right at any time to terminate further performance of this Purchase Order, in whole or in part, for any reason. Such termination shall be effected by written notice from the City to the Vendor, specifying the extent and effective date of the termination. The Vendor shall submit a written request for incurred costs for work performed through the date of termination and shall provide any substantiating documentation requested by the City.

19. INSURANCE: The Vendor shall procure and maintain Workers' Compensation, General Liability, and Auto Liability Insurance, at its own expense, for all work related to the performance of this Purchase Order.

20. WARRANTY [Goods]: The Vendor warrants that goods supplied under this Purchase Order are free of defects in material, workmanship and design, suitable for the purpose intended, and in compliance with all applicable specifications and free from liens or encumbrance on title.

21. 21. WARRANTY [Services]: The Vendor warrants that all services performed are in accordance with current, sound and generally accepted industry practices by qualified personnel trained and experienced in the appropriate fields and that the services are in conformance with any specification/statement of work contained or referenced in this Purchase Order. In the event of a breach of this warranty, the Vendor shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

22. INSPECTION: An authorized representative of the City will inspect the goods and services at time of delivery. If deficiencies are detected, the goods and/or services will be rejected, and the Vendor will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made; the goods and/or services are re- inspected and accepted.

23. RETURNS. No Product(s) may be returned for refund without the prior written authorization of the Vendor. The Vendor reserves the right to refund the cost of deliverables less a restocking fee and/or shipping and handling charges upon receipt of return product. Refunds will be processed and issued within thirty (30) days from the receipt of the returned product(s). Authorized returns must be received by the Vendor within six (6) months of the delivery date to the City, in "like-new" condition to the Vendor's designated receiving point, must be shipped in original or suitable packaging, must be accompanied by a packing slip, including the Vendor's return authorization number, and must have transportation charges prepaid. All returned product(s) will be inspected upon delivery for any indication of use or damage. The City will be responsible for returning the product(s) to the Vendor's designated distribution warehouse. The City will be responsible for any damages incurred during shipment. The Vendor reserves the right to refuse Product(s) which have been installed, used, or otherwise returned in any condition other than new. The Vendor reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any return.

24. RESTOCKING FEE. Return Product(s) are subject to a twenty-five percent (25%) restocking fee. Special order Product(s), including but not limited to: meter reading equipment, infrastructure, or any Product(s) requiring a unique configuration, are subject to fifty percent (50%) restocking fee. Due to the custom configuration of electric meters, all electric meter sales are final.

25. FORCE MAJEURE: The Vendor is excused from performance by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants, or facilities by the Government.

26. ASSIGNMENT/MODIFICATION: This Purchase Order is not assignable without the prior written consent of the City. This Purchase Order sets forth the entire understanding of the parties and only may be modified through a bilaterally executed writing.

27. LIABILITY: AQUA-METRIC'S AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CITY TO AQUAMETRIC UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH THE CLAIM IS BROUGHT, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

    27.1. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, AQUA-METRIC'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. AQUA-METRIC SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY THE CITY OR ITS AFFILIATES FROM ANY END USER IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE, INCLUDING REVENUE LOST FROM THIRD PARTIES, PERSONS, OR ENTITIES, SUCH AS BILLS FOR ELECTRICITY, LIGHTING, GAS, OR WATER CONSUMPTION; NOR (III) ANY IN/OUT COSTS; NOR (IV) CLAIMS MADE BY A THIRD PARTY; NOR (V) MANUAL METER READ COSTS AND EXPENSES. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY THE CITY IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY THE CITY IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS THE CITY FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

28. INDEMNIFICATION: THE VENDOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES ARISING OUT OF THIS PURCHASE ORDER OR IN CONNECTION WITH ANY WORK PERFORMED BY VENDOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CITY AGREES TO DEFEND, INDEMNIFY, AND HOLD AQUA-METRIC HARMLESS FROM ANY AND ALL LOSSES, COSTS, FINES, PENALTIES, DAMAGES, AND OTHER AMOUNTS, INCLUDING REASONABLE ATTORNEY FEES (COLLECTIVELY THE "LOSSES"), INCURRED BY, ASSESSED AGAINST, OR IMPOSED ON AQUA-METRIC ARISING FROM OR IN CONNECTION WITH THE CITY'S USE OF THE GOODS, EXCEPT WHERE SUCH LOSSES WERE CAUSED IN WHOLE OR IN PART BY AQUA-METRIC'S ACTIONS OR OMISSIONS.

29. PERSONAL INTEREST: Chapter 2.20 et seq. of the City of Georgetown Code of Ordinances is applicable to any order placed by the City and states in part that members of the City Council and officers and employees of the City shall comply with state

law pertaining to conflicts of interest of local government officials, including Texas Local Government Code, Chapter 171, as amended.

30. CERTIFICATIONS [$100,000 or more]: If the Vendor has 10 or more full-time employees and the value of the goods and services pursuant to this purchase order is $100,000 or more, then the Vendor certifies:

    30.1. Vendor certifies it does not currently boycott Israel and will not boycott Israel during the term of this Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

    30.2. Vendor certifies it does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

    30.3. Vendor certifies it does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

31. PROHIBITED FIRMS AND RELATED CERTIFICATIONS: The City of Georgetown prohibits conducting business with Firms under the following conditions

    31.1. Vendors who have failed to comply with their state contracts and have been debarred from doing business with the State of Texas. By providing services or goods pursuant to this purchase order, Vendor certifies that it has not been debarred from doing business with the State of Texas.

    31.2. Vendors who conduct business with Iran, Sudan, or a foreign terrorist organizations. By providing services or goods pursuant to this purchase order, Vendor certifies that Vendor is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

EXHIBIT C – SUPPLEMENTAL TERMS AND CONDITIONS

1. Payment Schedule.

Aqua-Metric will submit monthly invoices to Client for Goods delivered or work completed in accordance with the payment schedule hereunder and the payment terms herein the Agreement. All quantities and amounts will be commensurate with the project pricing herein Exhibit A, subject to additions or deductions made by authorized change order in accordance with Section 6 of the Agreement.

1.1. Goods. Aqua-Metric will furnish the Goods outlined within Exhibits A. Materials shall be considered all physical water meters and Sensus SmartPoint radios transceivers. Goods will be invoiced at the time of shipment to Client from Aqua-Metric and or Sensus.

1.2. On-Going Deployment Services. On-Going Deployment Services shall be considered as the recurring fees for services such as project management, rentals, or leases maintained through the duration of the project. On-Going Deployment Services will be invoiced to Client on a monthly basis through the duration of the project or other duration(s) where reasonably applicable for the services rendered.

1.3. Meter Exchange Services

A. Mobilization. Mobilization, if applicable, shall be considered as the initial "one-time" fee to deploy field crews and equipment to the project site. Mobilization will become due no less than thirty (30) days prior to the commencement of the Meter Exchange Services.

B. Meter Exchange Services. Meter Exchange Services shall be considered the standard work outlined within Exhibit B, Statement of Work, and necessary to install/upgrade a meter and SmartPoint radio at each Client service account. Meter Exchange Services will be invoiced to Client on a monthly basis for the work completed in the antecedent month.

C. Installation Incidentals. Installation Incidentals shall be considered as the ancillary or supplemental tasks necessary to facilitate a meter exchange. Installation Incidentals will be invoiced to Client on a monthly basis for the work approved and completed in the antecedent month.

1.4. Miscellaneous

A. Bonds. Bond fees shall become due by Client at the time of contract execution. Bond premiums may adjust upon project completion depending on final contract value and duration. A final project reconciliation will be reviewed at project completion and any amounts over the planned premium will be invoiced to Client within the final invoice.

B. Other. Any other fee schedule for material(s) or service(s) not outlined herein will be invoiced upon consumption or as reasonably appropriate for such material or service rendered.

2. General Terms of Sale and Delivery of the Goods

2.1. Delivery Location, Hours, Days, Holidays. Unless otherwise specified, all deliveries must be made to City of Georgetown, 5501 Williams Drive, Georgetown, TX 78633, between the hours of 8AM and 4PM (CST), Monday through Friday except regularly observed state and federal holidays (see http://georgetown.org/contact-us/holiday-schedule/ for schedule). Receipt of goods or materials does not signify acceptance. If goods are delivered to the incorrect location, Contractor is responsible for all expenses associated delivering items to their correct destination.

2.2. Obsolescence. Aqua-Metric shall not be held liable for planned or unplanned obsolescence of Goods, parts, or software discontinued by any manufacturer, provided that, Aqua-Metric shall inform Client as soon as reasonably possible of its intent to discontinue any product, parts, or software.

2.3. Return Material Authorization. Goods returned for Warranty within the limitations defined by the Manufacturer will be returned directly to the Manufacturer unless otherwise instructed by Aqua-Metric. Client shall submit a list of defective items with Serial Numbers and or Identification Numbers required to identify the product in an Excel format to rma-texas@aqua-metric.com. Aqua-Metric will generate a Return Material Authorization form for the Client to include with the Goods shipment to the Manufacturer. Client will be responsible for any cost(s) incurred to return the Goods to the Manufacturer for warranty concerns.

3. Meter Services Pricing Assumptions.

3.1. No additional Direct Job Costs (city licenses, permits, etc.) are included and will be invoiced as necessary and on occurrence at cost plus 10% against the Exhibit A – Meter Installation Contingency.

3.2. Traffic Control cost(s) (including but not limited to planning, engineering, permitting, implementation, labor, Traffic Control device setup and removal, etc.) will be invoiced as necessary and on occurrence at cost plus 10%.

3.3. Incidental or Supplemental Services

A. Incidental or supplemental service work (collectively "Incidental Services") is defined as any service(s) which may be required to facilitate a complete meter exchange. At the Client's option, Incidental Services may be invoiced on occurrence against a contingency budget or the account will be flagged as In-Process (on-hold or skipped) until the account is made serviceable by Client. Unless otherwise stated, Incidental Services are labor only and non-inclusive of material(s). Any additional labor or materials necessary to complete the services and not previously agreed upon will be submitted as a Change Order pursuant to Section 6 of the Agreement.

B. For purposes of this Agreement, Client hereby authorizes Aqua-Metric personnel to perform the Incidental Services identified as "Installation Incidentals" in Exhibit A on an as needed basis. Due to the uncertainty of quantities which may be encountered, the services will be paid from Client's Recommended Contingency Fund for Installation Incidentals fund. Client and Aqua-Metric acknowledge a Change Order shall not be required for the Meter Installation Incidentals identified herein unless and until Exhibit A – Meter Installation Contingency has been exhausted. Aqua-Metric shall invoice Client monthly for the services rendered and in accordance with the pricing set forth Exhibit A herein and Client agrees to pay monthly invoices in accordance with the Agreement.

C. Meter boxes which are difficult to reset, remove, or replace due to excessive rocks and/or roots or boxes which require resizing may incur additional time billed at the special job hourly rate.

D. If the water line springs in after the removal of the water meter or if the new water meter does not fit with standard meter gaskets, special job hours will be applied to correctly install the new water meter.

4. Insurance Requirements.

4.1. Aqua-Metric agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

A. Commercial General Liability

B. Business Automobile Liability

C. Workers' Compensation

D. Professional Liability

4.2. For each of these policies, Aqua-Metric's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of Aqua-Metric's insurance and shall not contribute to it. No term or provision of the indemnification provided by Aqua-Metric to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto, and approved by the City before work commences.

4.3. General Requirements Applicable to All Policies.

A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.

B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.

C. "Claims made" policies are not accepted, except for Professional Liability insurance.

D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.

E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:

I. The insurance company is licensed and authorized to do business in the State of Texas

II. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO

III. All endorsements and coverages are included according to the requirements of this Agreement

IV. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

4.4. Commercial General Liability requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.

B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.

C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.

D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.

F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

4.5. Business Automobile Liability requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.

B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.

C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

4.6. Workers' Compensation Insurance requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of Aqua-Metric, the Consultant, all employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (Aqua-Metric's, or subonsultant's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Aqua-Metrics and subconsultants must use that portion of the form whereby the hiring Aqua-Metric agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Aqua-Metric may not be used.

B. The workers compensation insurance shall include the following terms:

I. Employer's Liability limits of $1,000,000 for each accident is required.

II. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

III. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

4.7. VII. Professional Liability requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.

B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.

C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Ranger Facility Group Janitorial Services Contract

SUGGESTED ACTION:
Consideration and possible action to approve a janitorial services agreement with Ranger Facility Group, LLC pursuant to TIPS contract # 260504 in an amount not to exceed $1,342,195.00 and authorizing the City Manager to approve month-to-month renewals under the same terms and conditions -- Eric Johnson, Public Works Director, and Trish Long, Facility Services Manager

ITEM SUMMARY:
Staff is requesting approval of a janitorial and floor cleaning services agreement with Ranger Facility Group. This partnership aligns with the City's commitment to maintaining public assets, including furniture, fixtures, and flooring—in a clean and functional condition. Regular professional cleaning helps extend the useful life of these assets, reduces long-term maintenance costs, and ensures a safe and welcoming environment for employees and visitors. Ranger Facility Group is a trusted provider with experience serving government, educational, and commercial facilities.

FINANCIAL IMPACT:
Estimated total annual services not to exceed $1,342,195.00 in the 2027 Facilities Internal Services Fund.

SUBMITTED BY:
Lauren Wilson, Public Works

ATTACHMENTS:
27-0002-SC General Services Agreement_Ranger Facility Group [vendor signature].pdf

GENERAL SERVICE AGREEMENT WITH
THE CITY OF GEORGETOWN, TEXAS

This General Service Agreement is entered into and made effective on the _____ day of September, 2026 by and between the **City of Georgetown**, a Texas home-rule municipal corporation (the "City"), and **Ranger Facility Group, LLC** (the "Contractor") pursuant to **TIPs Contract 260504 MRO (Maintenance, Repair, and Operations of Facilities and Grounds)**, for the following work: **Janitorial Services for City Facilities**, as described in the Scope of Work, attached as **Exhibit A.**

1. **Consideration.** In consideration for the services performed in the Scope of Work and Contractor's completion of work in conformity with this Agreement, the City shall pay the Contractor during the initial term an amount not to exceed **one-million three-hundred forty-two thousand one-hundred ninety-five dollars and no cents ($1,342,195.00)**.

2. **Term.** This Agreement shall become effective on October 1, 2026. The term of the Agreement is from October 1, 2026 through September 30, 2027, with the option to renew the Agreement on a month-to-month basis on the same terms and conditions. Any renewal must be in writing and executed by the parties.

3. **Supplement Provisions**. Supplemental provisions applicable to this Agreement are included in **Exhibit B** and incorporated herein by reference.

4. **Cooperative Agreement**. The Parties agree that all goods and services provided by the Contractor are pursuant to the terms and conditions of the Cooperative Agreement. The Cooperative Agreement is hereby incorporated at **Exhibit C** by reference.

5. **Cooperative Agreement Terms Prevail.** In the event there is a conflict between a term in Exhibit C, the body of this Agreement, and any attached or incorporated exhibit, the terms of Exhibit C prevail. In the event there is a conflict between this Agreement and any of the exhibits, the order of precedence shall be Exhibit C, this Agreement, Exhibit A, Exhibit D, Exhibit E, Exhibit B, and Exhibit F.

6. **Payment Application.** On the Friday following the completion of services, the Contractor will submit its payment application to the City.

7. **City's Payment and Approval**. All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Contractor within thirty days after of receipt of a correct payment application for services. The Contractor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Contractor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona

fide dispute between the Contractor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the payment application is not mailed to the City in accordance with this Agreement.

8. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. The City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Contractor a written notice of termination at the end of its then current fiscal year.

9. **Executed Agreement. The Contractor shall not commence any work under this Agreement until the City provides written notice to proceed (the "Notice to Proceed"), which shall not occur until this Agreement is fully executed and all exhibits and other attachments are completely executed and attached to the Agreement.**

10. **Change Orders.** Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the scope of the services except in the event of a duly authorized change order approved by the City as provided in this Agreement.

11. **Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

12. **Insurance.** Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The polices, limits and endorsements required are set forth in **Exhibit D**. Contractor's insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.

13. **INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR**

SUBCONTRACTORS UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

14. **RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE WORK TO BE PERFORMED HEREUNDER BY CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**

15. **Performance.** Contractor, its employees, associates, and/or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.

16. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

17. **Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove the Contractor from the City's

Contractor list in the event that this Agreement is terminated for cause and any offer submitted by the Contractor may be disqualified for up to three (3) years.

18. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Contractor pursuant to this Agreement. Contractor shall deliver all documents or other work product to the City upon request, including original versions if specified in the request.

19. **Taxes**. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

20. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the information of the other party ("Confidential Information") except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Parties shall endeavor to designate Confidential Information as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. This paragraph shall survive the term of the Agreement.

21. **Notices.** 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 Contractor:

Ranger Facility Group, LLC
ATTN: Kurt Smith
501 South Austin St #1220
Georgetown, Texas 78626
ksmith@rangerfacility.com

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

22. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Contractor's services shall be those of an independent contractor. This Agreement does not grant any rights or privileges established for employees of the City. Contractor shall not be within protection or coverage of any insurance that the City, from time to time, may have in force. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.

23. **Force Majeure.** The City and the Contractor will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Contractor shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

24. **Nondiscrimination.** The Contractor, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

25. **Right to Audit**. The Contractor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Contractor records related to the performance under this Agreement. The Contractor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

26. **Advertising and Publicity**. Contractor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

27. **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Contractor certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

28. **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code,

Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

29. **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2276, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

30. **Contractor Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

31. **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.

32. **Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

33. **Severability**. This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

34. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be the applicable courts of Williamson County, Texas.

35. **Dispute Resolution.** If either the Contractor or the City 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. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to

continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

36. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph.

37. **Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Contractor.

38. **Duplicate Originals.** The parties may execute this Agreement in duplicate originals, each of equal dignity.

39. **Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

40. **Entire Agreement.** This Agreement, with all exhibits, attachments, and appendices attached, represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject of this Agreement.

List of Exhibits

Exhibit A – Scope of Work
Exhibit B – Supplemental Terms
Exhibit C – Cooperative Agreement
Exhibit D – Payment Schedule
Exhibit E – Insurance Requirements
Exhibit F – Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN	CONTRACTOR
By: _____	By: _____
Name: Josh Schroeder, Mayor	Name, Title: _____
Date: _____	Date: _____

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A
SCOPE OF WORK

The terms and conditions of this Agreement shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.

1. **Schedule of Work**: All work shall be scheduled at the convenience of the City as not to interfere with the City's conduct of business. The City reserves the right to approve and make suggested changes to the scheduled set up by the Contractor.

2. **Cleaning Specifications**
   A. **Dusting**: A properly dusted surface is free of all dirt and dust, streaks, lint and cobwebs. Dusting shall be accomplished with properly treated cloths.
   B. **Plumbing Fixture and Dispenser Cleaning**: Plumbing fixtures and dispensers are clean when free of all deposits and stains so that the item is left without dust, streaks, film, odor or stains.
   C. **Sweeping / Vacuuming**: A properly swept / vacuumed floor is free of all stains and deposits and is substantially free of cleaning marks.
   D. **Spot Cleaning**: An adequately cleaned surface is free of all stains and deposits and is substantially free of cleaning marks.
   E. **Damp Mopping**: A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks, debris or standing water. Clean water must be used in all areas. Use of mop is to be minimal and only in areas not reached with machine cleaning.
   F. **Hard Floor Machine Cleaning**: A satisfactory machine cleaned floor is without dirt, dust, film, streaks, debris or standing water, fill water is to be fresh and clean when starting each cleaning cycle. Machine is to be maintained to ensure its scrubbing and picking up water and debris leaving the floor clean and dry. Machine clean hard flooring with minimal use of mops to prevent wall mop marks and buildup of grime from unclean mops and water.
   G. **Metal Cleaning**: All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. The cleaner used is to be removed from adjacent surfaces.
   H. **Glass Cleaning**: Glass is clean when all glass surfaces are without streaks, film, deposits and stains, and have a uniformly bright appearance and adjacent surfaces have been wiped clean.
   I. **Floor Finish Removal (Stripping)**: Removal is accomplished when surfaces have all finish removed down to the flooring materials, are free of all dirt, stains, deposits, debris, cleaning solutions and standing water, and the floor has a uniform appearance when dry. Plain water rinse and pick-up shall follow finish removal operation immediately.
   J. **Finish Floor (Application)**: A floor is satisfactorily finished when all old wax / polish has been completely removed, including in comers and along edges and sufficient coats of sealer and wax I polish have been properly applied with enough drying time between each coat to assure no streaking, bubbling or yellowing and is not splashed on wall or furniture.
   K. **Scrubbing**: Scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains and marks, or standing water and floor has a uniformly clean appearance. A plain water rinse shall follow the scrubbing process immediately.

L. **Wall Washing**: After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment shall have a uniformly clean appearance, free from dirt, stains, streaks, lint and cleaning marks. Painted surfaces shall not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces shall be bright, free of film streaks and deposits.
M. **Buffing of Finished Floor Surfaces**: All finished floor areas shall be spray buffed sufficiently for maximum gloss, removal of surface dirt and have a uniform appearance. Only non-skid and City approved spray-buff products shall be used.
N. **Spot Cleaning Carpets**: A carpet adequately cleaned is free of all stains, deposits, gum, and spills. Care shall be taken to use a product that should not harm or discolor the carpet fibers.
O. Services to be completed at all City locations unless designated otherwise in scope of individual locations.
P. Maximum care shall be taken by the Contractor on a daily basis to maintain the highest quality appearance of hard surface floors and hard surface walls. Wax shall not be used on Ceramic floors.

3. **Daily Requirements** - Each scheduled day the following shall be done:
   A. Spot clean all interior glass frames, glass panels, side glass panels and entry doors including door exterior and glass immediately touching door.
   B. Empty and spot clean all trash receptacles, and replace liners as required. Includes recycling containers.
   C. Remove all trash and refuse to designated areas. (Recycling will be removed in facilities that have recycle dumpster available only.)
   D. Clean and polish all bright work I metal trim removing fingerprints, smudges, water and other marks.
   E. Stairwells and landings are to be swept/dry-mopped, and damp mopped, all railings cleaned and disinfected,
   F. Hard flooring is to be machine cleaned using a mop minimally in areas not reached with machine cleaning. The floors are to be free of tar, gum etc.
   G. Spot clean all hard surface walls to hand height of fingerprints, dust, soil, gum, etc., utilizing clean water or solutions required by manufacturer's standards.
   H. Elevators: Clean and polish all threshold plates and elevator tracks removing soil.
   I. Clean, disinfect, and polish drinking fountains, removing all water residue from top, mouthpiece and sides. Spot clean adjacent walls and floor due to water splash.
   J. Spot clean light switches. Remove fingerprints from switches and adjacent wall.
   K. Vacuum entire carpeted area (wall to wall), including elevators, beyond normal traffic lanes including under and around all furniture. Care shall be taken not to bang walls when moving furniture. Spot dean all carpets. Remove stains, deposits, gum and spills.
   L. Wipe clean all tables, counters, and shelves.
   M. Clean floor, walls, and doors of elevator in parking garages.

4. **Weekly** - Once per week, the following shall be done:
   A. Comers and edges of floor shall be swept or vacuumed to remove all dirt and dust.
   B. Thoroughly dust all chair and table legs and baseboards.
   C. Thoroughly dust with treated cloth window frames and sills.
   D. Dust high and low fixtures.

E. Ensure all walls, ceilings, fixtures, and comers are free of cobwebs.
F. Clean custodian closet/storage areas to include washing sink, dust mop and wet floor, restocking supplies and equipment.
G. Relay needed supply list to contractor supervisor before stock is depleted to ensure adequate supplies are stocked in each facility.
H. Floor mats - remove gum and spots, wash with mild detergent/soap, rinse, and let dry before placing back on floor.
I. Fabric chairs and couches - remove gum and spot clean.

5. **Monthly** - Once per month, the following shall be done:
   A. Thoroughly vacuum all upholstered furniture.
   B. Thoroughly clean all walls, ceiling and floor vents, return vents and celling diffusers.
   C. Spot clean baseboards, removing heel marks and soil.
   D. Remove smudges from walls.
   E. Thoroughly clean interior windows and blinds.
   F. Buff/polish non-carpeted floors as required by manufacturer's standards to retain a uniform bright appearance. Attention shall be paid to edges, comers, and behind doors. At all times, the Contractor shall utilize non-slip floor finishes.
   G. Detail dust bookshelves in library.
   H. Machine scrub all ceramic tile restroom and break room floors. (No wax)
   I. Machine scrub ceramic tile floors in hallways. (No wax)

6. **Quarterly** - Work to be done within the 1st, 4th, 7th, and 10th months of the contract:

   A. Machine strip non-ceramic hard surface floors and refinish with two (2) coats of sealer and three (3) coats of floor wax/polish with products per this specification. All old "wax" build-up; especially in corners and along baseboards shall be removed.
   B. Thoroughly clean all light fixtures and lenses.
   C. Shampoo carpets wall-to-wall.

7. **BREAKROOMS: Additional cleaning specifications for breakrooms.** In addition to the daily, weekly, monthly, and quarterly tasks as for all other City facilities. Each day, the following shall be done for breakrooms:

   A. Wipe clean and sanitize all counter tops, tables, chairs, vending machines, and paper towel dispensers.
   B. Wipe clean and sanitize EXTERIORS of all refrigerators, cabinets, coffee makers, microwave ovens and trash receptacles.
   C. Wipe clean microwave oven exterior and interiors.
   D. Clean, polish, and sanitize all surfaces of sinks with germicidal detergent, wiping excess liquid off faucet and adjacent walls. Polish all.
   E. Sweep between and around vending machines, refrigerators, cabinets, etc.
   F. Sweep and damp-mop with germicidal detergent all non-carpeted floors.
   G. Spot clean walls and carpets removing stains, deposits, gum and spills.

8. **RESTROOMS/LOCKER ROOMS: Additional cleaning specifications for restrooms and locker rooms.** In addition to the daily, weekly, monthly, and quarterly tasks as for all other City facilities. Each day, the following shall be done for restrooms and locker rooms:

   A. Daily- In addition to the daily tasks for all other City facilities; each day, the following shall be done: Maximum care shall be taken to remove and prevent staining to floor surface and grout.
   B. Sweep and machine clean floors using mop minimally in small areas not reached with machine cleaning, with germicidal detergent and clean water, including baseboard.
   C. Clean all surfaces of basins, bowls, toilet seats, and urinals with germicidal detergent, wiping excess liquid off adjacent walls, fixtures and partitions.
   D. Clean empty restroom dispensers and refill with supplies, making sure that there is no soap residue at spout of dispenser. Remove wrapper from toilet paper. Contractor shall not leave extra rolls of toilet paper or paper towels in restrooms.
   E. Wash and polish mirror, basin shelves/counters, bright work, soap dispensers, piping and push plates on doors, making sure there is no residue build-up anywhere on bright work.
   F. Dust ledges and doors. Spot clean light switches, doors, and walls.
   G. Spot clean restroom wall ceramic tile, removing streaks, smudges and graffiti.
   H. Waste receptacles are to be emptied and spot cleaned; liners, provided by the city, are to be replaced. Trash is to be removed to a pre-designated area.
   I. Showers are to be completely cleaned with germicidal detergent and free of soap and calcium build-up.
   J. Shower and floor matting are to be cleaned, disinfected and free of mildew and debris.
   K. Fill floor drains with water and pour a capful of enzyme bacteria product daily in drains.
   L. Lockers- outside surfaces are to be disinfected and left dust free.
   M. Wash all restroom partitions on both sides, including doors, hinges, and partition seams.

9. **Chemical Specifications**

   A. **ALL CHEMICALS MUST HAVE MSDS LABELS INCLUDING SPRAY BOTTLES; EACH CHEMICAL MUST ALSO BE USED IN THE MSDS LOGBOOK IN EACH CLOSET WHERE SUPPLIES AND EQUIPMENT ARE STORED. THE CITY RESERVES THE RIGHT TO APPROVE ALL CLEANING PRODUCTS USED BY THE CONTRACTOR IN ADVANCE**.

   B. **Water Emulsion Metal-Lind Polymer Floor Finish**: This specification covers a self-polishing, slip-resistant, all synthetic water emulsion floor finish intended for use on, and not detrimental to, sealed and finished wood surfaces, asphalt tile, linoleum, rubber, vinyl composition, painted concrete, terrazzo, and cement surfaces. The product is to be used without dilution except as may be recommended by the manufacturer. Acid sensitive emulsions are excluded. Product shall not contain oil or be oil-based in nature.

      i. The finish shall consist of all synthetic components. It shall contain no natural waxes.
      ii. The finish shall contain a minimum of 15% non-volatile material.

iii. The finish shall consist of poly-acrylic and polyethylene components. Polymers shall be metal- linked to provide excellent detergent resistance.
iv. The product shall be safe for use on all kinds of floors, including asphalt, vinyl, linoleum, terrazzo, marble, sealed wood, cork, rubber and other composition tile surfaces.
v. The product shall produce a colorless, rough, non-slip, water resistant coating having a high gloss.
vi. The finish shall be re-coatable within 15 minutes, or as recommended by manufacturer, after prior coat has dried. Second coat shall not whiten or lift the first coat - it shall produce enhanced gloss.
vii. The product shall resist scuffing, powdering and scratching under traffic to a satisfactory degree and shall respond to buffing.
viii. The finish shall level well on application without streaking or puddling.
ix. The finish shall resist wet cleaning with alkaline detergents without being removed from the floor and without destroying gloss. However, it shall be easily removable by common stripping methods.
x. The product shall not be acid sensitive and shall resist acidic cleaners and strippers, including acidic soft drinks and fruit juices.
xi. The finish shall be non-yellowing on the floor and shall be milk white in the original container, rather than yellow.
xii. The finish shall bear the UL seal of approval for slip resistance on the label.
xiii. The finish shall be film forming at usual temperatures and shall produce no powdering and no hazing.
xiv. The finish shall be waterproof within 12 hours after application. Products shall have good-to-excellent water resistance. The finish shall be free from objectionable odor and shall not develop an offensive odor upon storage in the original unopened container.

10. **Water Emulsion Type Floor Wax or Finisher Remover (Stripper)**: This specification covers commercial wax remover for use in stripping water-emulsion floor wax or finish (including the metal-link polymers) from vinyl, rubber, asphalt and other composition floor surfaces. This remover can also be used as a heavy-duty cleaner for ceramic and conductive floors. The compound shall be a liquid of one grade only. Product shall not contain oil or be oil-based in nature.

A. The compound shall be homogeneous, highly concentrated free-flowing liquid, and so formulated that it may be diluted with clear water. It shall be composed of synthetic detergents, alkaline builders and sequestering agents. It shall not cause skin irritations when used in accordance with directions.
B. The compound shall be free rinsing and free from odor, which might be objectionable under conditions of use.
C. The compound shall not contain any fatty acid soaps.
D. The compound shall be stable and not lose its original effectiveness or otherwise deteriorate when stored for nine (9) months in a closed shipping container at room temperature.
E. The non-volatile content shall not be less than 6.5% at 105 degrees C.
F. The pH value of 1.0% by weight solutions shall be between 2.6 and 12.0.

G. The compound shall be completely mixed with tap water in all proportions.

11. **Quaternary Ammonium Chloride Detergent/Disinfectant**: This specification covers one type of synthetic detergent and germicide liquid cleaner designed for general cleaning, sanitizing and deodorizing in one operation.

    A. The cleaner disinfectant shall be a balanced blend of synthetic organic detergents, inorganic alkaline builders, water softening agents and synthetic quaternary ammonium germicide. Color shall be optional.
    B. The cleaner disinfectant shall not contain any soap, mercury compounds, chlorine, peroxide or formaldehyde, or materials that release such compounds when diluted according to directions. The product shall be safe to use in food preparation areas, 100% biodegradable.
    C. Anti-microbial requirements: The disinfectant shall have a phenol coefficient of about 10.0 against S Typhosa and Staphylococcus Aureus by the A.O.A.C. confirmation test at one to sixty-four (1 :64) dilution. The disinfectant shall kill Pseudomonas Acruginosa at one to sixty-four (1:64) dilutions and shall be effective against both Gram positive and Gram-negative organisms.
    D. Odor: A one to sixty-four (1:64) dilutions of the cleaner disinfectant in distilled water shall be odor1ess and shall not develop an unpleasant odor on surfaces cleaned.
    E. Quaternary ammonium content shall be 3.8% active, minimum. Non-volatile content at 150 degrees C shall be 12.0% minimum.
    F. Hard Water Tolerance: Effective within 30 seconds in waters up to and including 750 ppm. of hardness.
    G. Cleaning Efficiency: A one to sixty-four (1:64) dilutions of the cleaner shall exhibit a cleaning efficiency of not less than 80% when tested as described in Paragraph 4.4.6 of Federal Specification PC-431a. In solutions, the cleaner shall provide adequate, but not excessive, suds.
    H. Approval: The product shall be approved by the USDA, Be EPA registered for use in Federally Inspected Meat Packing and Poultry Processing establishments. The disinfectant shall be acceptable for medical and non-medical uses.

12. **Lotion Cleanser**: This specification covers a lotion type abrasive disinfectant cleanser for the cleaning of porcelain surfaces and for general maintenance use. Product shall not contain oil or be oil-based in nature.

    A. The cleanser shall be made from high-quality soap, abrasive and disinfectant agents, uniformly mixed. Small amounts of other ingredients may be added to improve the quality of the cleanser.
    B. The cleanser shall be a white or an attractive, pleasing color, scented or unscented, and of uniform composition.
    C. Rinse ability: Complete.
    D. The moisture content shall not exceed 55%
    E. Anhydrous synthetic detergent content - five percent (5%) minimum 10% maximum. Abrasive content shall not be less than 30%.
    F. PH value of this liquid shall be between seven (7) and ten (10).
    G. Product shall not separate when stored at 50 degrees C for seven days.

13. **Non-Acid Type Bowl Cleaner**: This specification covers a non-acid-type bowl cleaner for de-scaling and disinfecting toilet bowls and urinals. Cleaner shall be a thick liquid formula that shall

cling to bowl and urinal surfaces it cleans.

A. Compounds shall contain no hydrochloric acid.
B. The compound shall be a stable liquid and not lose effectiveness or otherwise deteriorate when stored in a closed container at room temperature.
C. Compounds shall be safe on porcelain and chrome, 100% biodegradable, non-flammable.
D. Compounds shall remove rust, water minerals, lime, soap scum, body oils, grease, with excellent hard water tolerance.
E. Compounds shall be free of harmful alkaline or abrasives.
F. Liquid product shall be packaged in 32 oz. container with flip-open cap.
G. Use of two ounces (2 oz.) shall be sufficient to remove soil, rust, lime scale and uric incrustation as well as disinfect and deodorize under normal conditions.
H. Product shall not be detrimental to china and glass surfaces at full strength. Products shall not be detrimental to glazed and ceramic tiles, carpeting. Products shall not interfere with the digestive operation in septic tank systems. Product shall be non-fuming. Product shall have minimum viscosity of 200 cps.

14. **Glass Cleaner**: Non-aerosol liquid glass cleaner covered by this specification is intended primarily for use on windows, mirrors and other glass surfaces. Product shall not contain oil or be oil-based in nature.

A. The compound shall be a blend of synthetic organic detergents, alcohol, solvents and germicidal components; it shall not contain any perfume, ammonia or inorganic alkalis.
B. Cleaning efficiency - when the compound is properly applied to glass surfaces and polished, it shall leave the surface free from dust, grime, and ordinary soil material.
C. Flash point: The flash point of the liquid shall be not less than 105 degrees F.
D. PH value: The pH value of the liquid shall be not less than 11.0 or more than 11.5 at 2 degrees C.
E. Glass cleaner must be safe for use on tinted windows.

15. **Concentrated Synthetic Cleaner**: This specification covers one grade of a liquid concentrated compound suitable for wet cleaning for both painted and unpainted surfaces where hard or soft water prevails. It shall be an effective cleaning agent for use on wood, rubber, asphalt tile, terrazzo marble or concrete floors. Product shall not contain oil or be oil-based in nature.

A. Compounds shall be composed of low suds cleaner to be used on floors, floor finishes, and have a mild odor.
B. The ingredients shall be assembled to form a homogeneous liquid with no more than a trace of suspended matter. It shall be biodegradable.
C. The compound shall be non-caustic and contain no soap or inorganic materials.
D. The compound shall be completely multiple-water soluble in distilled water at room temperature.
E. Compounds shall contain no free alkali or ammonia.
F. Compounds shall contain no free oil, abrasives or other harmful ingredients and shall not be irritating to the skin.
G. Compound shall be non-flammable. The compound shall be stable and not let its original effectiveness or otherwise deteriorate when stored for nine (9) months in a closed shipping

container at room temperature.

H. PH of the compound shall be 6.0 - 8.0 PHS at one percent (1%) concentration.
I. Emulsification of grease, oil and dirt- very good.
J. Free rinsing: Excellent.
K. Foaming: Moderate with excellent stability in the presence of grease and oil.
L. Use dilution for normal finished floor mopping - about 60:1.

16. **Stainless Steel Cleaner/Polisher**: This specification covers a product, which is designated to clean and protect metal surfaces. Product shall not contain oil or be oil-based in nature.

    A. Solution shall be a blend of solvents and polishing agents, which shall remove grease, fingerprints and light soil.
    B. It shall provide protective water resistance; prevent rusting, corrosion and discoloration.
    C. It shall contain no harsh abrasives.
    D. It shall be non-aerosol and safe to use on drinking fountains and eyewashes.

17. **Furniture Polish**: This specification covers a non-aerosol agent designed to clean and polish wood and wood product surfaces.

    A. It shall be a blend of silicone, oils, waxes and cleaning agents.
    B. It shall remove dust, smudges, fingerprints and stains. It shall protect surfaces and does not smear.
    C. It shall have a pleasant odor and be water based with no harmful solvents.
    D. It shall be safe on all-wood surfaces, leather, vinyl and counter/tabletops
    E. Solution shall not leave a film and not attract dirt particles.

18. **Graffiti Remover**: This specification covers a product designed to remove ink, pencil, crayon, lipstick, adhesives, grease and other agents on painted and unpainted surfaces such as walls, wood surfaces, floor, Formica and fiberglass.

    A. Solution shall not harm or remove finishes from surface.
    B. It shall be non-aerosol.
    C. It shall be non-flammable.

19. **All-Purpose Cleaner**: This specification covers one grade of a liquid cleaning compound suitable for cleaning all types of surfaces.

    A. Solution shall be a concentrated water-soluble ingredient with pH factor of 11.0 to 12.5.
    B. Solutions shall be biodegradable.
    C. Solutions shall be applied and wiped off with no rinsing required.
    D. Solution shall remove all common soils from most surfaces.
    E. It shall not streak or leave a film. Product shall not contain oil or be oil-based in nature.
    F. Solution shall contain no phosphates, ammonia or other abrasive materials.
    G. Solution shall be pleasant smelling.

20. **Enzyme Bacteria Products**: This specification covers a non-aerosol enzyme digesting agent that dissolves odors in floor drains.

    A. Solution shall have a pleasant odor.

B. Solution shall work to neutralize odors with use of high activity enzymes and bacterial cultures.
C. Solutions shall be non-acid and non-corrosive and shall not harm plumbing.
D. Solution shall be used to neutralize odors under and around toilets, sinks and urinals.
E. Solution shall continue to neutralize odors even after product has dried on surface.
F. Solutions shall have active bacterial count of at least 37 billion per gallon.
G. PH range shall be 7.0 to 8.5. Solutions shall have no flash point.

21. **Degreaser**: This product covers a non-butyl cleaner and degreaser designed to remove a wide variety of grease and soil on any surface not harmed by water.

    A. Solution shall be water based, biodegradable products containing rust inhibitors.
    B. Solution shall remove soap scum and body oils in showers and washroom surfaces.
    C. Solution shall be non-flammable, free rinsing and non-filming and contain no fumes.
    D. Dilution rate shall be 16:1 for general cleaning, one to eight (1:8) for heavy duty cleaning.
    E. Solution may be used with pressure washers and foam guns. Solution shall be USDA approved.
    F. PH value shall not exceed 12.0.
    G. Solution shall be suitable for use on floors and walls in soft or hard water.
    H. Composition shall consist of a blend of synthetic detergents, solvents, and alkalis.

22. **Hard-Water Deposit Remover**: This product concerns an extra strength cleaner designed to remove hard water scale and discoloration.

    A. Solutions shall be designed to cling to surfaces.
    B. It shall be safe to use on chrome, ceramic tile, and porcelain surfaces.
    C. Solution shall be biodegradable and contain no hydrochloric acid.
    D. It shall be pleasantly scented.

23. **Spot Remover**: This product is designated to remove stains and spots from most types of carpets.

    A. Solution shall be safe for use on most carpet surfaces.
    B. Solutions shall be used on upholstery, textiles, vinyl, leathers, and synthetics.
    C. Solution shall be effective in the removal of red dye and products containing this dye. Solution shall remove gum and other adhesives.
    D. Solution shall be a deodorizer and enzyme digestant.
    E. Solution shall be pH balanced and be effective on most types of stains found in commercial buildings.
    F. Product shall not contain oil or be oil-based in nature.

EXHIBIT B
SUPPLEMENTAL PROVISIONS

N/A

EXHIBIT C
COOPERATIVE AGREEMENT

The Cooperative Agreement, TIPs Contract 260504 MRO (Maintenance, Repair, and Operations of Facilities and Grounds) with Ranger Facility Group, LLC is incorporated here by reference.

The Cooperative Agreement is available through TIPS at https://www.tips-usa.com/contracts/vendors/306AAC1B7AA85E9F12404115A709A4B2.

EXHIBIT D
PAYMENT SCHEDULE

The Friday following the completion of the Services, the Contractor shall submit invoices to the City, accompanied by an explanation of charges, fees, services, and expenses, including an accounting of actual hours worked. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

1. Pricing

The Contractor shall invoice the City in accordance with TIPs Contract 260504 MRO. Pricing for the City pursuant to TIPs Contract 260504 MRO is incorporated on the following page.

[INSERT CITY TIPS CONTRACT # 260504 PRICING]

CITY OF GEORGETOWN TIPS Contract # 260504

Monthly Cost by Facility			Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Monthly Billing Recurring	26-27	Sq. Ft.													
Recreation Center	$7,927.15	65,000	7,927.15	7,927.15	7,927.15	7,927.15	7,927.15	7,927.15	7,927.15	7,927.15	7,927.15	7,927.15	7,927.15	7,927.15	95,125.80
Recreation Center Day Porter (42 hr/wk)	$3,704.75	183hrs	3,704.75	3,704.75	3,704.75	3,704.75	3,704.75	3,704.75	3,704.75	3,704.75	3,704.75	3,704.75	3,704.75	3,704.75	44,457.00
Library	$7,612.50	49,000	7,612.50	7,612.50	7,612.50	7,612.50	7,612.50	7,612.50	7,612.50	7,612.50	7,612.50	7,612.50	7,612.50	7,612.50	91,350.00
Library Day Porter (30 hr/wk)	$3,704.75	130hrs	3,704.75	3,704.75	3,704.75	3,704.75	3,704.75	3,704.75	3,704.75	3,704.75	3,704.75	3,704.75	3,704.75	3,704.75	44,457.00
CVB	$1,167.25	6,100	1,167.25	1,167.25	1,167.25	1,167.25	1,167.25	1,167.25	1,167.25	1,167.25	1,167.25	1,167.25	1,167.25	1,167.25	14,007.00
Light & Water Works Building	$1,385.48	9,700	1,385.48	1,385.48	1,385.48	1,385.48	1,385.48	1,385.48	1,385.48	1,385.48	1,385.48	1,385.48	1,385.48	1,385.48	16,625.70
Airport Terminal	$837.38	3,000	837.38	837.38	837.38	837.38	837.38	837.38	837.38	837.38	837.38	837.38	837.38	837.38	10,048.50
Airport Tower	$644.53	1,500	644.53	644.53	644.53	644.53	644.53	644.53	644.53	644.53	644.53	644.53	644.53	644.53	7,734.30
Fire Station #5	$568.40	2,500	568.40	568.40	568.40	568.40	568.40	568.40	568.40	568.40	568.40	568.40	568.40	568.40	6,820.80
Fire Station #6	$395.85	8.7hrs	395.85	395.85	395.85	395.85	395.85	395.85	395.85	395.85	395.85	395.85	395.85	395.85	4,750.20
Parks Admin	$1,070.83	5,250	1,070.83	1,070.83	1,070.83	1,070.83	1,070.83	1,070.83	1,070.83	1,070.83	1,070.83	1,070.83	1,070.83	1,070.83	12,849.90
Tennis Center	$1,202.78	4,600	1,202.78	1,202.78	1,202.78	1,202.78	1,202.78	1,202.78	1,202.78	1,202.78	1,202.78	1,202.78	1,202.78	1,202.78	14,433.30
GMC	$5,546.98	50,000	5,546.98	5,546.98	5,546.98	5,546.98	5,546.98	5,546.98	5,546.98	5,546.98	5,546.98	5,546.98	5,546.98	5,546.98	66,563.70
VSC Office	$253.75	450	253.75	253.75	253.75	253.75	253.75	253.75	253.75	253.75	253.75	253.75	253.75	253.75	3,045.00
FM Office	$492.28	2,900	492.28	492.28	492.28	492.28	492.28	492.28	492.28	492.28	492.28	492.28	492.28	492.28	5,907.30
Westside Service Center	$2,918.13	24,000	2,918.13	2,918.13	2,918.13	2,918.13	2,918.13	2,918.13	2,918.13	2,918.13	2,918.13	2,918.13	2,918.13	2,918.13	35,017.50
Animal Shelter	$431.38	3,100	431.38	431.38	431.38	431.38	431.38	431.38	431.38	431.38	431.38	431.38	431.38	431.38	5,176.50
City Hall	$3,400.25	19,708	3,400.25	3,400.25	3,400.25	3,400.25	3,400.25	3,400.25	3,400.25	3,400.25	3,400.25	3,400.25	3,400.25	3,400.25	40,803.00
Court/Council	$4,415.25	25,580	4,415.25	4,415.25	4,415.25	4,415.25	4,415.25	4,415.25	4,415.25	4,415.25	4,415.25	4,415.25	4,415.25	4,415.25	52,983.00
Public Safety	$12,535.25	77,000	12,535.25	12,535.25	12,535.25	12,535.25	12,535.25	12,535.25	12,535.25	12,535.25	12,535.25	12,535.25	12,535.25	12,535.25	150,423.00
Public Safety Porter/Weekends (40 hr/wk)	$5,049.63	208hrs	5,049.63	5,049.63	5,049.63	5,049.63	5,049.63	5,049.63	5,049.63	5,049.63	5,049.63	5,049.63	5,049.63	5,049.63	60,595.50
Inner Loop Annex	$3,750.43	33,000	3,750.43	3,750.43	3,750.43	3,750.43	3,750.43	3,750.43	3,750.43	3,750.43	3,750.43	3,750.43	3,750.43	3,750.43	45,005.10
Garey Park Guard Shack	$898.28	53hrs	898.28	898.28	898.28	898.28	898.28	898.28	898.28	898.28	898.28	898.28	898.28	898.28	10,779.30
Garey Park Weekly Clean	$1,537.73	96hrs	1,537.73	1,537.73	1,537.73	1,537.73	1,537.73	1,537.73	1,537.73	1,537.73	1,537.73	1,537.73	1,537.73	1,537.73	18,452.70
Windows	$3,379.95	140hrs	3,379.95	3,379.95	3,379.95	3,379.95	3,379.95	3,379.95	3,379.95	3,379.95	3,379.95	3,379.95	3,379.95	3,379.95	40,559.40
Fire Station Dusting Station 1-7 quaterly	$1,370.25	56hrs	1,370.25	1,370.25	1,370.25	1,370.25	1,370.25	1,370.25	1,370.25	1,370.25	1,370.25	1,370.25	1,370.25	1,370.25	16,443.00
Grace Heritage Cleaning 2x/Week	$598.85	34hrs	598.85	598.85	598.85	598.85	598.85	598.85	598.85	598.85	598.85	598.85	598.85	598.85	7,186.20
Floor/Detail Crew	$12,484.50	325hrs	12,484.50	12,484.50	12,484.50	12,484.50	12,484.50	12,484.50	12,484.50	12,484.50	12,484.50	12,484.50	12,484.50	12,484.50	149,814.00
Art Center	$390.78	2191	390.78	390.78	390.78	390.78	390.78	390.78	390.78	390.78	390.78	390.78	390.78	390.78	4,689.30
South Lake Water Treatment Plant	$1,182.48	6,900	1,182.48	1,182.48	1,182.48	1,182.48	1,182.48	1,182.48	1,182.48	1,182.48	1,182.48	1,182.48	1,182.48	1,182.48	14,189.70
Downtown Garage Pressure Wash	$6,090.00		6,090.00	0.00	0.00	6,090.00	0.00	0.00	6,090.00	0.00	0.00	6,090.00	0.00	0.00	24,360.00
Downtown Garage Retail and Restrooms (7x/wk)	$822.15	5,000	822.15	822.15	822.15	822.15	822.15	822.15	822.15	822.15	822.15	822.15	822.15	822.15	9,865.80
Grace Heritage Restrooms (7x/wk)	$664.83		664.83	664.83	664.83	664.83	664.83	664.83	664.83	664.83	664.83	664.83	664.83	664.83	7,977.90
North Lake Water Treatment Plant	$985.00		985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	11,820.00
Airport Maintenance	$492.28		492.28	492.28	492.28	492.28	492.28	492.28	492.28	492.28	492.28	492.28	492.28	492.28	5,907.36
Floating Porter (40 hr/wk)	$4,547.20	173hrs	4,547.20	4,547.20	4,547.20	4,547.20	4,547.20	4,547.20	4,547.20	4,547.20	4,547.20	4,547.20	4,547.20	4,547.20	54,566.40
Total Monthly Expenses			**104,459.18**	**98,369.18**	**98,369.18**	**104,459.18**	**98,369.18**	**98,369.18**	**104,459.18**	**98,369.18**	**98,369.18**	**104,459.18**	**98,369.18**	**98,369.18**	**1,204,790.16**
Variable Billing		**Qty**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Total**
Garey Park Hall Event	$284.20	2	568.40	568.40	568.40	568.40	568.40	568.40	568.40	568.40	568.40	568.40	568.40	568.40	6,820.80
Garey Park Regular Event	$406.00	10	4,060.00	4,060.00	4,060.00	4,060.00	4,060.00	4,060.00	4,060.00	4,060.00	4,060.00	4,060.00	4,060.00	4,060.00	48,720.00
Garey Park Bunkhouse Cleaning	$325.00	6	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	23,400.00
Community Center (avg)	$203.00	24	4,872.00	4,872.00	4,872.00	4,872.00	4,872.00	4,872.00	4,872.00	4,872.00	4,872.00	4,872.00	4,872.00	4,872.00	58,464.00
Total Recurring Expenses			**11,450.40**	**11,450.40**	**11,450.40**	**11,450.40**	**11,450.40**	**11,450.40**	**11,450.40**	**11,450.40**	**11,450.40**	**11,450.40**	**11,450.40**	**11,450.40**	**137,404.80**
Total Custodial Expense			**115,910**	**109,820**	**109,820**	**115,910**	**109,820**	**109,820**	**115,910**	**109,820**	**109,820**	**115,910**	**109,820**	**109,820**	**1,342,195**

2. **Invoicing Requirements**
   A. Invoices shall be submitted via email on the Friday following completion of services.
   B. All invoicing is to be emailed to Lyle Fraser at lyle.fraser@georgetowntexas.gov for processing.
   C. All invoicing must be itemized with parts and labor listed accordingly.
   D. Facility Services must review and approve all invoices internally prior to submission to Accounts Payable.
   E. No invoice should be sent directly to City of Georgetown AP Department.

EXHIBIT E
INSURANCE REQUIREMENTS

I. The Contractor agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

A. Commercial General Liability
B. Business Automobile Liability
C. Workers' Compensation
D. Professional Liability

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit F, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
C. "Claims made" policies are not accepted, except for Professional Liability insurance.
D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
    1. The insurance company is licensed and authorized to do business in the State of Texas
    2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
    3. All endorsements and coverages are included according to the requirements of this Agreement
    4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

IV. **Commercial General Liability** requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.
C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

V. **Business Automobile Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.
C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VI. **Workers' Compensation Insurance** requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the

subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.

B. The workers compensation insurance shall include the following terms:

1. Employer's Liability limits of $1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VII. **Professional Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.
C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

EXHIBIT F
CERTIFICATES OF INSURANCE

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Southland Industries - HVAC Maintenance

SUGGESTED ACTION:
Consideration and possible action to approve an agreement Southland Industries pursuant to Choice Partners Contract CSP 25-035MR-60 for heating, ventilation and air conditioning (HVAC) maintenance services with an annual not to exceed amount of $600,000.00 -- Eric Johnson, Public Works Director, and Trish Long, Facility Services Manager

ITEM SUMMARY:
This contract is to provide heating, ventilation and air conditioning (HVAC) inspection, maintenance and repair services at City facilities. The City is proposing the agreement based on Choice Partners Contract CSP 25-035MR-60. These services include bi-annual and quarterly inspections of equipment, as well as quarterly filter replacement Citywide. The City has used Southland since 2017, including preventative maintenance services. Southland has technicians assigned to our facilities that are familiar with our HVAC equipment and facility needs. They provide updated equipment log and complete maintenance reports quarterly as part of our preventative maintenance. As a result of Brandt's level of service to the City we have seen improvements in equipment performance.

FINANCIAL IMPACT:
Estimated annual amount of $600,000.00 for HVAC maintenance for all City facilities is budgeted in the Facility Services Internal Service Fund.

SUBMITTED BY:
Lauren Wilson, Public Works

ATTACHMENTS:
Supplemental Agreement_Southland [vendor signature].pdf

SUPPLEMENTAL AGREEMENT WITH
THE CITY OF GEORGETOWN, TEXAS

RECITALS

WHEREAS, the City desires to enter into an Agreement for Southland Industries to provide the City of Georgetown with HVAC equipment, preventative maintenance, and repair services; and

WHEREAS, the City is a member of the Choice Partners Cooperative and Contractor is an approved Cooperative vendor through Choice Partners Contract CP 25-035MR-60 with Southland Industries for Maintenance (All Trades) (TEC 44.031) and Component for Single Trade Job Order Contracting (TGC 2269) (the "Cooperative Agreement"); and

WHEREAS, the City is permitted to make purchases pursuant to a cooperative agreement in accordance with Texas Local Government Code Section 271.102 and a City making a purchase in accordance with Subchapter F of Chapter 271 of the Local Government Code satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, the City desires to purchase certain goods and services from the Contractor pursuant to the Cooperative Agreement and in accordance with the supplemental terms contained herein; and

WHEREAS, the City desires to purchase certain goods and services from the Contractor pursuant to the Cooperative Agreement; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

AGREEMENT

This Supplemental Agreement (the "Agreement") is entered into and made effective on the _____ day of _____, _____ by and between the **City of Georgetown**, a Texas home-rule municipal corporation (the "City"), and **Southland Industries** (the "Contractor"), pursuant to the Choice Partners Contract CP 25-035MR-60 for the following work: **HVAC equipment, preventative maintenance, and repair services**, as described in the Scope of Work, attached as Exhibit A**.**

1. **Consideration.** In consideration for the services performed in the Scope of Work and Contractor's completion of work in conformity with this Agreement, the City shall pay the Contractor an annual amount not to exceed **six-hundred thousand dollars and no cents** (**$600,000.00**).

2. **Term.** This Agreement shall become effective on the date signed by the City. The initial term of the Agreement is through September 30, 2027, with the option to renew for two (2) additional one (1) year terms on the same terms and conditions. Any renewal must be in writing and executed by the parties.

3. **Cooperative Agreement**. The Parties agree the purchase of HVAC equipment, preventative maintenance, and repair services agreed to pursuant to this Agreement are in accordance with the terms and conditions of the Cooperative Agreement. The Cooperative Agreement, available through Choice Partners at https://www.choicepartners.org/, is hereby incorporated at Exhibit C by reference.

4. **Cooperative Agreement Terms Prevail**. In the event there is a conflict between a term in Exhibit C, the body of this Agreement, and any attached or incorporated exhibit, the terms of Exhibit C prevail. In the event there is a conflict between this Agreement and any of the exhibits, the order of precedence shall be Exhibit C, this Agreement, Exhibit A, Exhibit D, Exhibit E, Exhibit B, and Exhibit F.

5. **Payment Application.** The Contractor shall invoice the City in accordance with Exhibit D following the completion of the services.

6. **City's Payment and Approval**. All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Contractor within thirty days after of receipt of a correct payment application for services. The Contractor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Contractor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Contractor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the payment application is not mailed to the City in accordance with this Agreement.

7. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. The City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Contractor a written notice of termination at the end of its then current fiscal year.

8. **Executed Agreement. The Contractor shall not commence any work under this Agreement until the City provides written notice to proceed (the "Notice to Proceed"), which shall not occur until this Agreement is fully executed and all exhibits and other attachments are completely executed and attached to the Agreement.**

9. **Change Orders.** Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the scope of the work except in the event of a duly authorized change order approved by the City as provided in this Agreement.

10. **Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

11. **Insurance.** Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The polices, limits and endorsements required are set forth in **Exhibit E**. Contractor's insurance certificate satisfying the City insurance requirements is attached as **Exhibit F**.

12. **INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**

13. **RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND**

CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE WORK TO BE PERFORMED HEREUNDER BY CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

14. **Performance.** Contractor, its employees, associates, and/or subcontractors shall perform all the services described in the Scope of Work in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.

15. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

16. **Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove the Contractor from the City's Contractor list in the event that this Agreement is terminated for cause and any offer submitted by the Contractor may be disqualified for up to three (3) years.

17. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Contractor pursuant to this Agreement. Contractor shall deliver all documents or other work product to the City upon request, including original versions if specified in the request.

18. **Taxes**. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project

and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

19. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the information of the other party ("Confidential Information") except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Parties shall endeavor to designate Confidential Information as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. This paragraph shall survive the term of the Agreement.

20. **Notices.** 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 Contractor:

Southland Industries
ATTN Counsel
19001 N Heatherwilde Blvd
Suite 120 Pflugerville TX
Brandon.barnes@southlandind.com

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

21. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Contractor's services shall be those of an independent contractor. This Agreement does not grant any rights or privileges established for employees of the City. Contractor shall not be within protection or coverage of any insurance that the City, from time to time, may have in force. The City will not be responsible for reporting or paying employment taxes or other

similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.

22. **Force Majeure.** The City and the Contractor will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Contractor shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

23. **Nondiscrimination.** The Contractor, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

24. **Right to Audit**. The Contractor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Contractor records related to the performance under this Agreement. The Contractor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

25. **Advertising and Publicity**. Contractor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

26. **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Contractor certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

28. **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

29. **Contractor Certification Regarding Boycotting Firearm and Ammunition Industries.**

Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

30. **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.

31. **Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

32. **Severability**. This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

33. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be the applicable courts of Williamson County, Texas.

34. **Dispute Resolution.** If either the Contractor or the City 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. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

35. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph.

36. **Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Contractor.

37. **Duplicate Originals.** The parties may execute this Agreement in duplicate originals, each of equal dignity.

38. **Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

39. **Entire Agreement.** This Agreement, with all exhibits, attachments, and appendices attached, represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject of this Agreement.

List of Exhibits

Exhibit A – Scope of Work
Exhibit B – Contractor's Proposal and Price List
Exhibit C – Cooperative Agreement
Exhibit D – Payment Schedule
Exhibit E – Insurance Requirements
Exhibit F – Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN	CONTRACTOR
By: _____	By: _____
Name: Josh Schroeder, Mayor	Name, Title: _____
Date: _____	Date: _____

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A
SCOPE OF WORK

The terms and conditions of this Agreement shall take precedence and control over any term or provision of the Scope of Work that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.

1. Work. The Contractor shall provide all equipment and materials and preform all labor needed for preventative maintenance and repair services.

2. Each Project.
    a. A Project means a discrete replacement or installation project (each, a "Project") ordered pursuant to a work order or service ticket under this Agreement.
    b. Major Repairs
        i. Major repairs are those repairs with an estimated cost exceeding $5,000.00.
        ii. All major repairs with exceeding $5,000 will be on a quote basis for these repairs and implemented only after approval by Facilities Management.
        iii. The City reserve the right to request competing bids from other vendors for all quoted repairs.
    c. Communication Requirements
        i. All Work Orders/Service Tickets must be emailed to: facilitiesgroup@georgetowntexas.gov
        ii. All technicians must call Facilities On-Call at 512-930-8155 when enroute to location and upon completion of any work prior to departing the site.

3. The Contractor shall provide the following upon request by the City:
    a. HVAC Preventative Maintenance
        i. Inspect and clean condenser coils and ensure they are free of debris and have proper air circulation.
        ii. Inspect evaporator coils
        iii. Inspect blower assembly
        iv. Lubricate moving parts (motors, bearings, etc.)
        v. Inspect all door gaskets and verify them in good condition
        vi. Inspect and test safety controls
        vii. Inspect belts and pulleys for wear and alignment
        viii. Clean and inspect drain lines and pans
        ix. Flush all drain lines
        x. Test system start-up and shut down operation
        xi. Measure voltage and amperage on motors
        xii. Inspect ductwork for leaks and insulation integrity
        xiii. Check outside air dampers and economizer operation
        xiv. Check and calibrate sensors as required
        xv. Inspect all door hinges

xvi. Check and clean air-cooled condenser and air filters
xvii. Check and correct all loose wiring and vibrating refrigerant lines
xviii. Perform visual inspection for refrigerant leaks and faulty components
xix. Check refrigerant pressures on applicable units
xx. Test heating and cooling operations
xxi. Verify proper operation of unit
xxii. Submit an itemized list of any recommended repairs for customer approval
xxiii. Replace air filters at that meet/exceed the required frequency based on filter sizing
xxiv. Ensure all equipment is left fully operational and running upon completion of inspections
xxv. Service and repairs upon request of the City
xxvi. All required specialty equipment to complete service (crane, duct jack, etc.)
xxvii. Traffic Control when applicable
xxviii. Ensure all required safety concerns are appropriately assessed and addressed

b. HVAC Labor
   i. The Contractor and any subcontractor contracted shall be licensed in accordance with the Texas Labor Code and any other applicable Texas and Federal law.
   ii. The Contractor and any subcontractor shall be certified and/or trained for the services and equipment uninstalled, installed, or service as required by Texas and Federal law.

4. The Contractor shall provide the Services in a timely manner. The Contractor's response times shall meet exceed the following maximums:
   a. Standard service request – 24-48 hours
   b. Emergency Service Request – 2 hours
   c. Completion timelines will be contingent upon lead times of required materials.

EXHIBIT B
CONTRACTOR'S PROPOSAL AND PRICE LIST

25/035MR Addendum 1
The Brandt Companies, LLC
Supplier Response

Event Information

Number:	25/035MR Addendum 1
Title:	Maintenance (All Trades) and Job Order Contracting (JOC-IDIQ) Single Trade Component
Type:	CSP
Issue Date:	4/18/2025
Deadline:	6/27/2025 02:00 PM (CT)
Notes:	It is HCDE/CP policy not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping condition in its programs. HCDE/CP is announcing the release of the following Request for Proposal (RFP): ***25/035MR*** for ***Maintenance (All Trades) and Job Order Contracting (JOC-IDIQ)***. Bid documents may be obtained at https://hcdeebid.ionwave.net. Any questions related to this bid should be submitted to https://www.choicepartners.org/current-rfps. Interested proposers are encouraged to thoroughly read the RFP.

Contact Information

Contact: Michael Robles
Address: Choice Partners
6005 Westview Drive
Houston, TX 77055
Email: michael@choicepartners.org

The Brandt Companies, LLC Information

Address: 1728 Briercroft Ct.
Carrollton, TX 75006
Phone: (972) 395-6000
Web Address: brandt-companies.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Donna Stiles
Signature

donna.stiles@brandt.us
Email

Submitted at 6/20/2025 11:38:36 AM (CT)

Requested Attachments

10.0 Required Attachment

Choice Partners 25-035 MR 10.0 Attachment Packet Signed.pdf

Upload the completed, executed, dated, and electronically signed (ex: DocuSign) or wet signature documents. If wet signature is used, the originals MUST be mailed or hand delivered within 5 business days of the bid closing to Choice Partners, 6005 Westview Drive, Houston, TX 77055 with the RFP number and title clearly marked on the outside of the envelope. Failure to include/upload these items may result in non-award.

Company Logo

brandt_trademark.pdf

Upload your company logo

Texas Ethics Commission Form 1295

Form 1295.pdf

Upload TEC Form 1295 with the unique number and form signed, HCDE/CP's acknowledgement of Form 1295 does not mean HCDE/CP is making a recommendation of award to our Board.

Marketing Plan

Marketing.pdf

Upload a sample marketing flyer, email blast, etc. that you would use if awarded this contract.

Insurance

COI 25035MR Choice Partners_4185044_20250424.pdf

Upload a copy of your current certificate of insurance as stated in section 5.44

Previous Work History

Completed Govt Work 5.2025.pdf

Projects completed for local government entities within the past 5 years. Other projects completed within the past 10 years.

Org Chart

Org. Charts.pdf

Proposed personnel / organization chart

Financial Capability

2024 Financial Summary.pdf

Vendors financial capability (ex. Financial statement, balance sheet, etc.) for the last 3 years; stamped Confidential.

QA/QC Program

QAQC Program.pdf

Quality Assurance/Quality Control Program (description can be found under the attribute #75 in eBid.)

Environmental Policy & Green Initiative

Sustainability Brochure.pdf

HCDE/CP is committed to reducing waste and promoting energy conservation. Provide your company's environmental policy & green initiative.

Certifications

MWBE GOAL STRATEGIES.pdf

Upload certifications (ex. MWBE, HUB, SBE, etc.)

Accreditations, Endorsements, Certifications or Licenses

Licenses - Branch Assignment - Rev. 20250311 (1).pdf

Accreditations, Endorsements, Certifications, or Licenses that are industry-specific for this proposal.

Exceptions to Contract

25035MR Trades (JOC) - Redline.pdf

Exceptions and additional terms and conditions to the contract MUST be red-lined in the Terms and Conditions section 5.0 and uploaded here. Failure to include/upload these exceptions and/or additional terms and conditions may result in non-award or rescindment of a contract and will result in non-acceptance of any exceptions and additional terms and conditions. Any negotiations related to this must be finalized with sixty (60) days of CSP close date.

Maintenance Rates for Labor

25-035MR Labor & Material Rates 2025.pdf

This is the pricing sheet you will use for time costs when doing service/maintenance work for our members.

Unit Price Book Example

Econverge Sample.pdf

Sample estimate which will show us your demonstrated ability to perform job order contracting service estimating with the line item estimates that you attached here. Not attaching an example could disqualify you.

Materials Maintenance Pricing

25-035MR Labor & Material Rates 2025.pdf

This is the pricing you will use for material when doing service/maintenance work for our members. Catalogs or pricing methodology such as cost plus a percentage.

Bid Attributes

1	**Company Name** Please provide your Legal Company Name (as listed on Box 1 of W-9) The Brandt Companies, LLC
2	**Company Street Address** Please provide your company street address. 8848 N. Sam Houston Parkway West, Ste. 410
3	**Company City** Please provide your company city. Houston
4	**Company State** Please provide your company state. Texas
5	**Company Zip Code** Please provide your company zip code. 77064
6	**Company Phone** Please provide your company phone number. (832) 714-3200

7	**Company Website** Please provide your company's website address. A website is mandatory for consideration with this proposal. This should be a page that describes the products/services for which you were awarded the contract - if you have many products/services not within the award, it is best to create a unique landing page for our members. www.Brandt.us
8	**Company Description** Please provide a short description of your company (255 characters max). This information will be used on the Choice Partners website to market your contract to our members. Fully integrated mechanical, electrical, and plumbing construction and services. Offices in Dallas, Fort Worth, Waco, Austin, San Antonio, Corpus Christi, and Houston
9	**Geographic Coverage** Can your contract with Choice Partners be accessed locally, statewide, or nationally by our members? Statewide
10	**Geographic Coverage (Continued)** If "Statewide" or "Locally" was selected, please select the State covered. **If "Nationally", select N/A** Texas

11 Regions Covered

If "Locally" was selected, please select which Education Service Center (ESC) Region(s) the vendor's products/services can be offered.

If not, select "N/A"

A list of Regional Education Service Centers (ESC) is available:
Regional ESC - Map

- ☑ 00 - All Regions
- ☑ 01 - Edinburg
- ☑ 02 - Corpus Christi
- ☑ 03 - Victoria
- ☑ 04 - Houston
- ☑ 05 - Beaumont
- ☑ 06 - Huntsville
- ☑ 07 - Kilgore
- ☑ 08 - Mt. Pleasant
- ☑ 09 - Wichita Falls
- ☑ 10 - Richardson
- ☑ 11 - Fort Worth
- ☑ 12 - Waco
- ☑ 13 - Austin
- ☑ 14 - Abilene
- ☑ 15 - San Angelo
- ☑ 16 - Amarillo
- ☑ 17 - Lubbock
- ☑ 18 - Midland
- ☑ 19 - El Paso
- ☑ 20 - San Antonio
- ☐ 99 - N/A

12 Principal Place of Business

List the City and State of Vendor's principal place of business.

To comply with the non-resident vendor laws detailed in TEX. GOV'T. CODE Chapter 2252, HCDE/CP must determine the residency of its vendors. HCDE/CP may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located. See TEX. GOV'T. CODE 2252.003. This requirement does not apply to a contract involving federal funds. "Resident bidder" is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. "Nonresident bidder" is a person who is not a resident. See TEX. GOV'T. CODE 2252.001.

1728 Briercroft Ct., Carrollton, Texas 75006

13 Annual Sales

What is your company's annual sales volume in dollars?

$802000000.00

14	**Years in Business** How many years has your company been in business? 75
15	**FTE's** How many full time employees (FTE's) does your company have? 2900
16	**Employees in State** State whether the proposer or the proposer's ultimate parent company or majority owner employs at least 500 persons in this state (Texas). Yes, our company has 500 or more in state
17	**Minority-Owned Business (MBE)** MBE businesses are at least 51 percent owned by one or more minority individuals, or in the case of any publicly owned business, at least 51 percent stock is owned by one or more minorities; daily business operations are managed and directed by one or more minority owners. A minority is generally defined as an individual who is Asian American, African American, Hispanic or Native American. *See, e.g.,* FAR 1426.7101. Please indicate if your company is currently a MBE. If your company is not a MBE, please indicate by selecting "***None***". If selecting **"*Yes*"** please **upload** the appropriate certificate(s) in the ***Response Attachments*** Section of this RFP. None
18	**Historically Underutilized Business (HUB)** Texas Statewide Historically Underutilized Business Program. Please indicate if your company is currently certified as Historically Underutilized Business (HUB). If your company is not a HUB, please indicate by selecting "***None***". If selecting **"*Yes*"** a certificate is required for this classification and must be **upload** the appropriate certificate(s) in the **Response Attachments** Section of this RFP. None
19	**Small Business Concern (SBE)** Please indicate if your company is currently certified as **Small Business Concern** (**SBE**). SBE's are businesses that are independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria and size standards in 13CFR Part 12. *See* FAR 52.219-8, 13 CFR Part 121, and 13 CFR 121.410 If your company is not an SBE, please indicate by selecting "***None***". If selecting "***Yes***" please **upload** the appropriate certificate(s) in the **Response Attachments** Section of this RFP. None

20	**Persons with Disabilities Business Enterprise (PDBE)** Please indicate if your company is currently certified as P**ersons with Disabilities Business Enterprise** (**PDBE**). If your company is **not** an **PDBE**, please indicate by selecting "***None***". If selecting "***Yes***" please **upload** the appropriate certificate(s) in the **Response Attachments** Section of this RFP. None
21	**Disadvantaged Business Enterprise (DBE)** Please indicate if your company is currently certified as **Disadvantaged Business Enterprise** (**DBE**). If your company is **not** a **DBE**, please indicate by selecting "***None***". If selecting "***Yes***" please **upload** the appropriate certificate(s) in the **Response Attachments** Section of this RFP. None
22	**Veteran-Owned Small Business Concern (VOB)** Veteran-Owned Small Business are a business, not less than 51 percent of which are owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and the management and daily business operations of which are controlled by one or more veterans. *See* FAR 52-219-8. If selecting **"*Yes*"** a certificate is required for this classification and must be **upload** the appropriate certificate(s) in the **Response Attachments** Section of this RFP. If your company is **not** a **VOB** , please indicate by selecting "***None***". None
23	**Catalog Discount** Indicate any list price adjustment (**percentage off**) you intend on providing during the contract period, the **type** of pricing and on what it is based (**CPI**, **MSRP**, **Price List**, **Website Pricing**, **Catalog**). (Example: 10-20% off Catalog MSRP) Then **upload** the corresponding **catalog** in the **Response Attachments** Section of this RFP. 20% off a catalog and/or list price
24	**Pricing / Payment Information** In addition to the typical unit pricing furnished herein, vendor **agrees** to offer all future product introductions at prices that are proportionate to the contract price(s). If selecting "***No***" please **upload** a statement detailing how pricing will be calculated for HCDE/CP Members in the Response Attachments Section of this RFP. Yes
25	**Pricing / Payment Information (Continued)** Pricing submitted **shall** include the required CP administrative fee. If selecting "***No***" your proposal will be deemed non-responsive. Yes

26	**Pricing / Payment Information (Continued)** Vendor **agrees** to remit to HCDE/CP the required administrative fee. Yes
27	**Pricing / Payment Information (Continued)** Additional discounts for purchase of a guaranteed quantity Yes
28	**Pricing / Payment Information (Continued)** Pricing submitted includes all transportation charges (FOB Destination). ***Separate/additional** transportation charges **will not** be paid by HCDE/CP or member. Yes
29	**Pricing/Payment Information (Continued)** Vendor will accept all forms of Purchase Orders. Yes
30	**Pricing/Payment Information (Continued)** Does the vendor require HCDE/CP member to provide Tax Exempt Forms for each Purchase Order? Yes
31	**Pricing/Payment Information (Continued)** Capable of handling Electronic Funds Transfer (EFT) payment(s). If "yes", detail which EFT formats (CTX, CPT, etc.) vendor supports below on #33. Yes
32	**Pricing/Payment Information (Continued)** Please list supported EFT payment formats Automated Clearing House
33	**Pricing/Payment Information (Continued)** Does the vendor require credit requirements of HCDE/CP and/or member prior to acceptance of a Purchase Order? If "yes", describe the credit requirements below in attribute #33. Yes
34	**Pricing/Payment Information (Continued)** Describe credit requirements. Funding, D&B ratings, typical AR history, available extended credit limits, tax exemption, and bill to and AR contacts

35 **Pricing/Payment Information (Continued)**

Is vendor licensed for all states indicated in Attribute #11-12 Geographic Coverage?

If "***no***", list which state(s) vendor **does not** have required licenses and why below on #35.

Yes

36 **Pricing/Payment Information (Continued)**

List of state(s) vendor does not have licensing and why

N/A Services only applicable to Texas

37 **E-Commerce**

Vendor has E-Commerce capabilities.

Yes

38 **References**

The vendor is to submit three (3) references that have contracted with their company to provide like products and/or services. Include the entity name, phone number, contact person, and email address. It is recommended that the vendor use school districts or other local governmental agencies equal to Choice Partners in size and structure, if possible.

Please contact your references before including in this section. CP will send a brief email survey to your references, so use current email addresses. References will have a very short response time, so please encourage them to respond immediately when they receive our email.

Reference responses will affect your scoring.

39 **Reference #1 Entity Name**

List the entity name for Reference #1

Houston Independent School District

40 **Reference #1 Contact Person**

List the contact person for Reference #1

Ricardo Hinojosa

41 **Reference #1 Phone Number**

Include the phone number for Reference #1

(713) 696-6163

42 **Reference #1 Email Address**

List the email address for Reference #1.

*Please confirm **correct** email address with your reference before submitting.*

RHinojo2@houstonisd.org

43 **Reference #2 Entity Name**

List the entity name for Reference #2

City of Houston

44	**Reference #2 Contact Person** List the contact person for Reference #2 James Reddington
45	**Reference #2 Phone Number** List the phone number for Reference #2 (832) 393-8001
46	**Reference #2 Email Address** List the email address for Reference #2. *Please confirm **correct** email address with your reference before submitting.* James.Reddington@houstontx.gov
47	**Reference #3 Entity Name** List the entity name for Reference #3 Harris Health Systems
48	**Reference #3 Contact Person** List the contact person for Reference #3 Aniceto Villarreal
49	**Reference #3 Phone Number** List the phone number for Reference #3 (832) 630-1472
50	**Reference #3 Email Address** List the email address for Reference #3. *Please confirm **correct** email address with your reference before submitting.* aniceto.villarreal@harrishealth.org
51	**Purchase Order/Quote Contact Name** Please list the contact name of the individual that is responsible for purchase orders and quotes from HCDE / CP members Trey Calvery
52	**Purchase Order/Quote Contact Phone Number** Please list the phone number of the individual that is responsible for purchase orders and quotes from HCDE/CP members. (832) 649-0450
53	**Purchase Order Contact Email Address** Please list the email address of the individual that is responsible for processing and confirming purchase orders. Trey.Calvery@brandt.us

54	**Marketing Contact** Please list the contact name of the individual that is responsible for marketing your company Sheila Beckner
55	**Marketing Contact Phone Number** Please list the phone number of the individual that is responsible for marketing your company. (214) 557-1801
56	**Marketing Contact Email Address** Please list the email address of the individual that is responsible for marketing your company. Brandt-Marketing@brandt.us
57	**Accounting Contact Name** Please list the contact name of the individual that is responsible for accounts payable for your company. Rebekyah Brewer
58	**Accounting Contact Phone Number** Please list the phone number of the individual that is responsible for accounts payable for your company. (972) 395-6000
59	**Accounting Contact Email Address** Please list the email address of the individual that is responsible for accounts payable for your company. AccountsReceivable@brandt.us
60	**Administrative Fee Contact Name** Please list the contact name of the individual that is responsible for completing and returning monthly usage reports for your company. Toni Whitaker
61	**Administrative Fee Contact Phone Number** Please list the phone number of the individual that is responsible for completing and returning monthly usage reports for your company. (832) 714-3300
62	**Administrative Fee Contact Email Address** Please list the email address of the individual responsible for completing and returning monthly usage reports for your company. toni.whitaker@brandt.us
63	**Monthly Usage Reporting** Monthly reports showing contract usage are a mandatory part of contract terms for this proposal. Please indicate that you understand this commitment and ***will send*** reports **monthly**. Yes, I understand and will send reports monthly

64

Conference Participation

Vendor agrees, as part of its educational marketing programs, to participate in statewide or regional conferences (approximately five per year).

Yes

65

Training

Training
A. Describe how vendor will interact with HCDE/CP or CP Member.

B. Describe vendor's training program for HCDE/CP staff and/or CP member for a proposed schedule of topics and include any proposed training literature or materials.

C. Describe the scope of training opportunities vendor will make available to HCDE/CP and/or CP members, as needed.

Brandt offers onsite technical MEP training for end users to help them best manage their facilities and operations. We welcome the opportunity to engage our clients in this manner to help build relationships and improve the learning, working, and educational environment. Training materials and topics vary depending on the specific customer's needs and are available for review and discussion.

66

SAM / UEI Number

Provide company's Unique Entity Identifier (UEI) number.

UEI is a 12-character alphanumeric ID assigned to an entity by System for Award Management (SAM.gov)

NF26A5JNRML3

67

Invoice Information

A. Describe how vendor will invoice the HCDE/CP or CP member.

B. Discuss the invoicing options offered by vendor and the payment terms for each.

Invoicing is typically sent electronically to the member's appropriate AP contact. Payment terms are net 30.

68

Online Order Link

Please provide website address for processing orders online (if applicable).

N/A

69

How to Place an Order

Please provide brief description of how to place an order with your company using Choice Partners contract.

Choice Partners ***requires*** each vendor to **reference** the ***HCDE/CP contract number*** on ***all quotes, invoices***, etc. when using this contract.

Typical requests for orders would be sent to the contact listed within this RFP. We are not a dedicated material or commodity supplier.

70

Delivery

Does your company provide delivery of your supplies and equipment offered to members in our cooperative?

Yes

71	**Freight Terms** Please provide your freight terms under this contract. Please include any levels for free freight in addition to how the price for freight will be determined. Freight is included in pricing approved by Choice Partners members.
72	**Credit Card Acceptance** Can you take payments via credit card? Yes
73	**Credit Card Terms** Do you charge an additional fee for paying by credit card? No
74	**Texas Ethics Commission Form 1295** Please enter your confirmation number from the Texas Ethics Commission for form 1295 competition. ***Upload*** your ***completed form*** in the Response Attachments Section of this RFP. 2025-1301645
75	**Marketing Plan** ***How will you market your products/services with Choice Partners?*** A. Describe the vendor's quotation/proposal process B. Vendor's marketing manager, experience in marketing to CP members on a regional basis, whether the marketing manager is a full-time position, and whether the marketing manager is committed to marketing this contract. C. Detail whether the marketing plan will be managed at the vendor's local project office or corporate office and whether there is a stated corporate commitment. D. Detail vendor's resources committed to the marketing plan, handouts, brochures, conferences to attend, and vendor's proposed marketing budget. E. Provide a sample of any advertising used by vendor. **Please attach handouts, brochures and sample advertising in the Response Attachments Section of this RFP.**

76	**Quality Assistance/Quality Control (QA/QC) Program** **Please attach your company's response to the QA/QC questions in the Response Attachments Section of this RFP.** A. Describe the vendor's customer service department, including hours of operation, number of service centers, etc. Describe the involvement and amount of input of stall level employees in vendor's quality training incentive and safety programs. Describe vendor's procedures to monitor the quality of its customer service and products. B. Describe vendor's product support and service procedure. Detail the estimates time frame from a CP member's request to when a product or service is provided and completed, taking into account the requirements detailed in Section 5.0 Contract Terms and Conditions. Provide evidence of the vendor's ability to shorten the time frame between receiving a service call to problem solution. C. Describe how vendor deals with shipping delays. Indicate method and time frame in which vendor will notify CP member of delay. D. Detail the number of products vendor stocks and the location. Indicate whether vendor manufactures the products. E. Describe any quality awards or quality certificates the vendor has achieved. Provide supporting documentation and background information about these awards and/or certificates. F. HCDE/CP is committed to reducing waste and promoting energy conservation. To that end, vendors are encouraged to provide their environmental policy and green initiative.
77	**Woman-Owned Small Business Concern (WBE)** WBE businesses are at least 51 percent owned by one or more women, or in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women. *See* FAR 52-219-8. If selecting "***Yes***" a certificate is required for this classification and the appropriate certificate(s) must be **uploaded** in the **Response Attachments** section of this RFP. If your company is **not** a **WBE**, please indicate by selecting "***None***" None
78	**Are you a "self-performing vendor", not a General Contractor?** Self-perform means Vendor performs the Work Authorization without the use of a Subcontractor. Yes
79	**1st Major Trade Division** Please select your first major trade division. 23 - Heating, Ventilating, and Air Conditioning (H
80	**2nd Major Trade Division** Please select your second major trade division. 22 - Plumbing
81	**3rd Major Trade Division** Please select your third major trade division. 26 - Electrical

Bid Lines

1	Coefficient to be used with the eConverge unit price book for Regular hours as defined in the CSP. Quantity: 1 UOM: EA Total: .85% Item Notes: This is a not to exceed price. This one will be used with the eConverge online data set.
2	Coefficient for eConverge - after hours and overtime hours Quantity: 1 UOM: EA Total: 1%
3	Coefficient to be used with the **RSMeans** unit price book for **Regular** hours as defined in the CSP. Quantity: 1 UOM: EA Total: .85% Item Notes: This is the multiplier to be used with the unit price book line-item estimate to come to the final price for your estimates. This is usually less than 1.0 (1.0 = 0% discount offered) to give our members the best value for the contract.This percentage is used as a multiplier (i.e. 5% discount = .95 coefficient). ***This is a not to exceed price.*** You can always give additional discounts if you would like.
4	Coefficient to be used with the **RSMeans** unit price book for **After hours** and **Overtime** hours as defined in the CSP. Quantity: 1 UOM: EA Total: 1% Item Notes: ***This is a not to exceed price.*** This one will be used with the **RSMeans** online data set.
5	This is the coefficient to be used with the **Sierra West Publishing** unit price book. Quantity: 1 UOM: EA Total: 1% Item Notes: This is our back up cost book.
6	Coefficient will be 1.00 with the **Xactimate** Unit Price Book Quantity: 1 UOM: EA Total: 1% Item Notes: This is our back up cost book.
7	Usual and customary mark up for any non-pre-priced items that may come up. This is **NOT** a coefficient. **YOU WILL NEED THIS!** Quantity: 1 UOM: EA Price: $18.00 Total: $18.00 Item Notes: This is normally between 10 and 20%. For best value, we recommend 10%.

8	Choose, and specify, **ONE** or up to **THREE** major Trade division(s). See listing below. Major Divisions that we need are: 03 - Concrete 04 - Masonry 05 - Metals 06 - Wood, Plastics and Composites 07 - Thermal and Moisture Control 08 - Openings 09 - Finishes 10 - Specialties 11 - Equipment 12 - Furnishings 13 - Special Construction 14 - Conveying Equipment 21 - Fire Suppression 22 - Plumbing 23 - Heating, Ventilating, and Air Conditioning (HVAC) 25 - Integrated Automation 26 - Electrical 27 - Communications 28 - Electronic Safety and Security 31 - Earthwork 32 - Exterior Improvements 33 - Utilities List Divisions: $99 Total: $99.00 Item Notes: Please type "***99***" in the text box and select "***Add Notes***", which will allow you to specify **ONE**, but **no more** than **THREE** major trade divisions: *(Example: 03 / 04 /33)* Supplier Notes: 23-22-26

Response Total: $117.00

Choice Partners 25-035MR
All labor rates and material cost are based on our Choice Partners Contract CSP 25-035MR-60
Labor @ $140 for Skilled labor
7/31/2026

INSPECTION COSTS BREAKDOWN

City of Georgetown Building Name	Address	Bi-Annl Heating	Bi-Annl Cooling	Qtrly Insp	Qtrly Insp	Filter Service	Total Annual Price
Airport	500 Terminal Drive	$948.45	$1,749.48			$746.65	$3,444.59
Animal Shelter	110 WL Walden	$1,118.56	$1,889.69			$716.06	$3,724.31
Art Center	816 South Main	$620.62	$1,429.90			$547.41	$2,597.93
Community Center	445 E. Morrow	$1,237.11	$1,546.39			$675.35	$3,458.86
ES&F	250 WL Walden	$407.22	$762.89			$463.64	$1,633.74
Fire 1	301 Industrial	$1,443.30	$1,237.11			$722.94	$3,403.35
Fire 2	1603 Williams Dr	$1,443.30	$824.74			$282.12	$2,550.16
Fire 3	5 Texas Drive	$1,752.58	$1,000.00			$604.18	$3,356.76
Fire 4	4200 Airport Road	$1,134.02	$822.68			$572.00	$2,528.70
Fire 5	3600 DB Wood	$1,752.58	$2,037.11			$810.85	$4,600.54
Fire 6	4200 Airport Road	$2,578.35	$2,897.94			$514.70	$5,990.99
Fire 7	4200 Airport Road	$2,783.51	$3,173.20			$492.76	$6,449.46
New City Hall	808 MLK	$4,329.90	$5,773.20			$1,128.14	$11,231.24
Georgetown Municipal Complex	300 Industial Ave.	$4,432.99	$6,701.03			$1,578.65	$12,712.67
Grace Heritage Center	811 South Main Street	$206.19	$309.28			$468.76	$984.22
Municipal Court	510 W. 9th	$7,731.96	$9,484.54	$1,494.85	$1,494.85	$1,945.30	$22,151.48
Library	402 West 8th	$1,546.39	$5,979.38	$1,000.00	$1,000.00	$5,259.89	$14,785.66
Parks Administration	1101 N. College	$891.75	$1,156.70			$810.29	$2,858.74
LWW	809 M.L.K.	$1,288.66	$1,546.39			$799.24	$3,634.29
PSOTC	3500 DB Wood Rd	$6,597.94	$15,979.38	$2,164.95	$2,164.95	$6,746.06	$33,653.28
Recreation Center	1003 N. Austin Ave	$4,329.90	$7,216.49	$1,752.58	$1,752.58	$4,064.13	$19,115.68
Tennis Center	400 Serenada Drive	$515.46	$721.65			$580.71	$1,817.82
Vehicle Service Center	300-2 Industrial	$159.79	$321.65			$221.91	$703.35
Visitors Center	103 W. 7th	$309.28	$443.30			$761.98	$1,514.56
Transfer station	250 WL Walden	$734.02	$940.72	$163.92	$163.92	$206.19	$2,208.76
Garey Park	6450 RM rd 2243	$3,255.00	$4,760.00			$1,149.94	$9,164.94
Fuel Site	1111 N College St	$326.80	$734.02	$326.80	$615.46	$118.56	$2,121.65
West Service Center	5511 Williams Drive	$1,649.48	$3,670.10			$466.28	$5,785.87
Parking garage		$486.60	$775.26	$486.60	$486.60	$242.58	$2,477.63
Northlake WTP Admin		$486.60	$775.26	$486.60	$486.60	$245.00	$2,480.05
Southlake WTP Admin		$973.20	$1,550.52	$973.20	$973.20	$370.00	$4,840.10
							$0.00
							$0.00
							$0.00
							$0.00
							$197,981.38

EXHIBIT C
COOPERATIVE AGREEMENT

The Cooperative Agreement, Choice Partners Contract CP 25-035MR-60 with Southland Industries for Maintenance (All Trades) (TEC 44.031) and Component for Single Trade Job Order Contracting (TGC 2269), is incorporated here by reference.

The Cooperative Agreement is available through Choice Partners at https://www.choicepartners.org/.

EXHIBIT D
PAYMENT SCHEDULE

The Contractor must submit applications for payment (invoices) to the City, accompanied by an explanation of charges, fees, services, and expenses, including an accounting of actual hours worked. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

Invoicing Requirements

1. Preventive Maintenance invoicing shall be submitted **quarterly** upon completion of services.
2. Service Call invoicing shall be submitted **weekly** upon completion of services.
3. All invoicing is to be emailed to Lyle Fraser at lyle.fraser@georgetowntexas.gov for processing.
4. All invoicing must be itemized with parts and labor listed accordingly.
5. Facility Services must review and approve all invoices internally prior to submission to Accounts Payable.
6. No invoice should be sent directly to City of Georgetown AP Department.

EXHIBIT E
INSURANCE REQUIREMENTS

I. The Contractor agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

A. Commercial General Liability
B. Business Automobile Liability
C. Workers' Compensation
D. Professional Liability

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit F, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
C. "Claims made" policies are not accepted, except for Professional Liability insurance.
D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
    1. The insurance company is licensed and authorized to do business in the State of Texas
    2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
    3. All endorsements and coverages are included according to the requirements of this Agreement
    4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

IV. **Commercial General Liability** requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.
C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

V. **Business Automobile Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.
C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VI. **Workers' Compensation Insurance** requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the

subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.

B. The workers compensation insurance shall include the following terms:

1. Employer's Liability limits of $1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VII. **Professional Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $500,000.00. Financial statements shall be furnished to the City upon request.
C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

EXHIBIT F
CERTIFICATES OF INSURANCE

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:

DH Pace Company - Overhead Door Contract

SUGGESTED ACTION:
Consideration and possible action to approve an agreement with DH Pace Company pursuant to BuyBoard contract 757-24 for overhead door Inspections, maintenance, and repair with an annual not to exceed amount of $75,000.00 -- Eric Johnson, Public Works Director, and Trish Long, Facilities Services Manager

ITEM SUMMARY:
This contract provides services that will include annual inspections of overhead bay doors and operators, second annual inspections of Fire Station overhead bay doors and operators, and repairs on all related equipment and devices. This item represents the first renewal of the three-year contract and will ensure the continued inspection, maintenance, and timely repair of overhead doors to support safe, reliable, and uninterrupted City operations.

FINANCIAL IMPACT:
Overhead door maintenance and repair is funded in the FY2027 Facilities Internal Services fund.

SUBMITTED BY:
Lauren Wilson, Public Works

ATTACHMENTS:
26-0034-SC-R1 DH Pace_ Renewal 1 vendor signed.pdf

Renewal No. 1
to the Agreement between
D. H. Pace Company, Inc.
and the
City of Georgetown, Texas

This First Renewal Agreement (the "First Renewal") is entered into between the **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the "City"), **D. H. PACE COMPANY, INC.** (the "Contractor"), (collectively, the "**Parties**"). The Parties hereby agree as follows:

WHEREAS, on October 28, 2025, the Parties entered into an agreement for the Contractor, pursuant to BuyBoard Contract 757-24, to provide the City with all materials and perform all labor needed for City Overhead Door Service and Repairs, (the "Services"), Contract No. 26-0034-SC, (the "Original Agreement"); and

WHEREAS, the Original Agreement provided an initial term of one (1) year to begin on October 28, 2025, and end on October 27, 2026, and provided for two (2) additional one- (1-) year renewal terms on the same terms and conditions; and

WHEREAS, the Parties desire to renew the Original Agreement for a first renewal term to begin immediately upon expiration of the initial term and end on October 27, 2027.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The Parties agree to renew the Original Agreement for the first, one-year renewal term to begin immediately upon the expiration of the initial term and end on October 27, 2027.
2. During the First Renewal term, the total not-to-exceed amount shall be **SEVENTY-FIVE THOUSAND DOLLARS and NO CENTS ($75,000.00).**
3. All other terms of the Original Agreement not inconsistent with this First Renewal shall apply. Except as expressly modified by this First Renewal, the Original Agreement remains unchanged and in full force and effect, subject to its terms.

[signature page follows]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

D.H. Pace Company, Inc.

By: Manny Maestas Digitally signed by Manny Maestas DN: C=US, E=manny.maestas@dhapce.com, CN=Manny Maestas Date: 2026.08.13 16:02:04-05'00'

Name, Title: Manny Maestas; EVP, Area Manager

Date: 8/13/26

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Ratification for Recreation Center Indoor Pool Replaster

SUGGESTED ACTION:
Consideration and possible action to ratify an Agreement with Hancock Pool Service Inc. pursuant to Buyboard Contract 801-26 in an amount not to exceed $197,750.00 for indoor pool plaster services at the Recreation Center Indoor Pool -- Eric Nuner, Interim Parks and Recreation Director

ITEM SUMMARY:
While minor work was being completed to repair plaster voids in July of 2026, a thorough inspection revealed that 80% to 90% of the pools plaster was hollow and required replacement. The deteriorated plaster is currently bubbling and separating from the underlying surface, creating voids and loose areas that pose a safety risk to pool users and could lead to additional damage if not addressed promptly.

Hancock Pool Services, the contractor originally scheduled to complete minor plaster repairs, was available to address the expanded scope of work. Completing this work minimized disruption to Recreation Center patrons, aquatics programs, and rental groups namely Georgetown ISD Swim Team rentals.

The additional scope includes replastering the whole pool, addressing limited tile damage, improving filtration performance and preparing the pool for safe return to operations. This work is necessary to extend the service life of the indoor pool, minimize the risks of plaster delamination, sharp edges, water intrusion into the pool shell and potential leaks or water loss.

FINANCIAL IMPACT:
Funds are budgeted in the FY26 Parks CIP Fund.

SUBMITTED BY:
Amy Castillo, Parks and Recreation

ATTACHMENTS:
Georgetown REC Center Indoor Pool Renovation.pdf
26-0361-SC Hancock Pool Services [Fully Executed].pdf

Sajjad Mia July 16, 2026
RE: Georgetown REC Center Indoor Pool
1003 N Austin Ave
Georgetown, TX 78626
Buy Board #: 801-26

Sajjad,
Listed below are the prices for the Georgetown REC Center Indoor Pool Renovation. These prices are valid for 60 days. These prices do not include tax. These prices do not include the cost for a payment and performance bond. The cost for a payment and performance bond will be 3% of the total cost for approved scope of work, if required. This work will take approximately four weeks to complete.

Plaster:

The cost to replaster the Indoor Pool with Standard White plaster and the Plaster Edge additive: $153,000

- This price includes using the strip preparation method and bond coat preparation method as needed. The majority of the existing plaster in the deep end of the pool is hollow. The existing plaster in the shallow end of the pool appears to have a good bond. This price includes removing all hollow plaster down to the hardest surface and applying bond coat to the remaining surface of the pool prior to plaster. Once the pool is drained, the existing surfaces will be inspected to determine appropriate preparation methods to ensure proper bonding of the new plaster surface.
- This includes the draining of the pool, installing relief holes through the pool shell to relieve possible ground water, removing the existing hollow plaster to the hardest surface, applying bond coat to the solid surfaces, and new plaster installation. This typically requires removing approximately 90% of the existing plaster. This price includes removing up to three layers of plaster. If more than three layers of plaster must be removed, there will be an additional cost per layer. The cost for dumpsters is included to haul off the removed materials.
- The above quoted work includes new 2” accent tile on all steps and benches, wall return eyeballs, Waterway drain covers, and in-wall steps.

P.O. Box 670345 Office: 281-583-7665
Houston, TX 77267 www.hancockpoolservices.com Fax: 281-999-6687

- The existing waterline tile, race lane tile, and transition line tile are to remain in place. The prep crew will saw cut around the tiles to preserve them. This price does not include any tile repairs required once plaster prep is completed.
- This price does not include any structural crack repairs. Once the pool is drained, the structure will be inspected for any existing cracks to determine if repairs are required. If any crack repairs are required, a cost for repair will be provided prior to completion.
- We strongly recommend using Plaster Edge admixture option for commercial swimming pools.
- Plaster Edge is an additive added to the plaster mixture during application that makes the plaster stronger, extending its life. It does not make the plaster a different color, feel different, or extend its warranty. Plaster Edge will greatly reduce environmental effects on the plaster, as well as increase its longevity.
- The plaster additive Plaster Edge doubles the hardness of the pool plaster. Standard white plaster is approximately 2,500 PSI, while Plaster Edge will increase plaster to approximately 5,500 PSI.

Tile:

The budget cost for miscellaneous tile repairs: $6,000

- This price includes minimum miscellaneous repairs for possible damages to the waterline tile, race lane tile, and transition line tile during prep. Once plaster prep is completed, the existing tile will be inspected for required repairs. If more than approximately 20% of the existing tile is found damaged, a revised quote can be provided for additional required repairs.
- Replacement tiles and grout may not match the existing exactly.
- Once the pool is drained, the existing depth markers will be measured for accuracy. If any require replacement, a cost will be provided prior to completion.

Chemical Start-Up:

The cost for the chemical start-up upon completion: $9,000

- This cost includes the start-up chemicals and labor to brush, clean, and vacuum the pool for one week after the pool is filled. This price does not include adding chorine stabilizer or salt.
- The owner is responsible for monitoring and setting up the process of fill water, including the quality of the fill water. It is important that the pools are filled within 30 hours. We will not be responsible or liable for excessive check cracking if the pools are not completely full 30-hours after completion of plaster. We will not be liable for any staining if the fill water is of poor quality.

- Hancock Pool Services will provide a thorough plaster care form detailing how to care for the new plaster, and will provide chemical balancing training, if needed.
- To achieve optimal results with the new pool finish, additional care is required for the first 28 days after water fill.

Equipment:

The cost to replace the filter media and laterals in the two Waterco SMD1800 filters: $24,000

- This price includes new filter media, lateral kits, freight, and labor. Replacement bulkheads, ports, lids, etc. are not included.
- Hauling off the existing filter media is included.
- The new lateral kits have an approximate 3-4 week lead-time.

Total Cost: $192,000
Bond Fee: $5,750
Total Project Cost: $197,750

Notes:

- During this project, there will be multiple crews coming in and out of the facility. The owner is responsible for blocking off the work related areas for member and employees safety.
- Parking is to be provided for the crews.
- During this work, there will be a lot of dust and noise. All furniture and equipment must be removed from this area prior to starting work. Hancock Pool Services, Inc. will keep the area as clean as possible, but is not responsible for complete dust control or total clean up. This includes the floors, walls, ceiling, lights, HVAC system, etc.
- The fire alarm must be set to test mode during this work with no call out.
- The HVAC system must be turned off during this work to prevent damages from the dust. HPS will provide fans to assist with dust control as much as possible, but temporary HVAC systems are not included.
- The water temperature cannot exceed 92 degrees for the first 28 days after the pool is filled to allow the plaster to cure properly.
- No permits or inspections are included for this scope of work.
- Compliance for the Health Department codes and regulations for the pool will be met only as it pertains to the scope of work.
- Any tile or grout repairs may not match the existing exactly.
- This proposal does not include for any work to be completed after working hours. If required, additional fees will apply.

Warranty:

- There is a five-year plaster bonding warranty.
- Standard White plaster has a one-year manufacture limited warranty.
- This warranty does not cover any discoloration that might occur after the new plaster has been installed after a 30-day period. Owner is responsible for the necessary chemical maintenance, pool cleaning, and proper pool care to assure plaster life and integrity to be able to receive the delamination warranty.

Plaster / Pool Finish:

Pool plaster finishes may contain a certain amount of shading and/or color variation, which should not be construed as a defect. Plaster is not guaranteed against discoloration or staining since such defects generally result from local water conditions, improper use of chemicals, or the absence of routine pool cleaning and maintenance. Hancock Pool Services, Inc. is not responsible for brushing or conditioning pool after time frame specified above. Contractor will repair or replace any defective component or warranted goods at no cost to owner for the duration of the manufactures original warranty.

Light Fixture Disclosure:

By necessity the pool/spa light fixture(s) must be moved during construction. Contractor will take every precaution to ensure continued operation of the lighting subsequent to completion. However, the owner is advised that during this process light fixtures can fail despite best efforts by the contractor. The contractor is not responsible for existing light(s) in pool(s), spa(s), water feature(s), etc. which fail to operate subsequent to project completion.

Contract Acceptance - Owner:

Hancock Pool Services, Inc. agrees that all work will be completed in a workmanlike manner according to standard industry practices but shall not be responsible for delay or failure to perform work when such delay or failure is due to reasons beyond its control (i.e. weather). Hancock Pool Services, Inc. is not responsible for any damages to existing sprinkler lines, cable/telephone lines, utility lines, or any sod/plants damaged during construction process. Any alterations or deviation from above specifications involving extra costs will be performed only upon a new revised proposal by the contractor. On all re-plasters we will drain the swimming pool, chip around the lights, main drains, and fittings. We will remove any hollow spots that may be present. If the existing plaster has an excessive number of hollow spots or flaking plaster there may be an additional charge. Unfortunately, we cannot determine this until the pool is drained.

Water and Electricity are necessary for our work and must be available on-site. Customer must keep area free from other workman, pets, and children. Water (sprinklers) must be turned OFF during application. Owner is responsible for monitoring filling of the pools.

Hancock Pool Services is responsible for completion of the work in compliance with the contract and for the quality of material and workmanship in accordance with standard specifications.

30% is due upon the start of the job, 30% upon plaster preparation completion, 30% upon new plaster installation, with the balance due upon project completion. Any change orders will be due upon completion during the duration of the project. A payment schedule will be arranged prior to beginning the job. Payment due within 30 days of invoice date. A late fee of 1.5% per month applies to overdue balances after 30 days.

Thank you for the opportunity to quote this project for you. Hancock Pool Services is a family owned and operated business, which has served the Greater Houston Area for 44 years. We have completed many projects similar to this one to the complete satisfaction of our customers. We would be very happy to complete this work for you.

Thank you,

Austin Hancock
Hancock Pool Services, Inc.
832-334-7584

CONTRACT ROUTING FORM

Contract No. 26-0361-SC Project No._____ Bid No._____ RFP No._____

☒ New Contract ☐ Renewal ☐ Change Order ☐ Amendment ☐ Assignment ☐ Other

NAME OF CONTRACTOR: Hancock Pool Services, Inc.

CONTRACT DESCRIPTION: POOL RENOVATION, REPAIR, AND REPLASTERING SERVICES

CONTRACT VALUE: $197,750.00

GL ACCT NO/COST CENTER/FUND:

GRANT FUNDED: ☒ NO ☐ YES If YES, Grant No.

SIGNATURES RECOMMENDING APPROVAL

Catherine Lanzara — 8/12/2026
PURCHASING — DATE

Lyndsay Lujan — 8/13/2026
LEGAL DEPARTMENT — DATE

Eric Nuner — 8/13/2026
DIRECTOR ADMINISTERING CONTRACT (greater than $25,000) — DATE

APPROVED and EXECUTED

N/A
DIRECTOR ($25,000 or less) — DATE

08-13-26
CITY MANAGER/ASST CITY MANAGER ($100,000 or less) — DATE

N/A
MAYOR/CITY SECRETARY ATTESTS (if applicable) — DATE

FINAL PROCESSING

Catherine Lanzara — 8/14/2026
PURCHASING — DATE

For Purchasing Use Only	*For City Secretary Use Only*
Insurance Certificates: On File	☐ Permanent (Record Retention)
Performance Bond:	Originals sent to CSO:
Payment Bond:	Scanned into Laserfiche/Global:
Form 1295: 2026-1499803	Council Date: Item No.:
Attorney: Lyndsay/Shruti	

AGREEMENT BETWEEN THE
CITY OF GEORGETOWN, TEXAS
AND HANCOCK POOL SERVICES, INC.
FOR THE PURCHASE OF
POOL RENOVATION, REPAIR, AND REPLASTERING SERVICES

RECITALS

WHEREAS, the City desires to purchase pool renovation services for renovation, repair, and replastering of an indoor pool; and

WHEREAS, the City is a member of the Texas BuyBoard Purchasing Cooperative and Contractor is an approved Cooperative vendor through BuyBoard Contract No. 801-26 (the "Cooperative Agreement"); and

WHEREAS, the City desires to purchase certain goods and services from the Contractor pursuant to the Cooperative Agreement; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

AGREEMENT

This Agreement for the purchase of pool renovation services, (the "Agreement") is made and entered into between the City of Georgetown, Texas, a home-rule municipal corporation (the "City) and Hancock Pool Services, Inc. ("Contractor").

1. **Total Compensation.** In consideration for the services performed in the Scope of Services, incorporated at **Exhibit A**, and Contractor's completion of work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed **AMOUNT $197,750.00** during the initial term. Total compensation under this Agreement, including any renewal terms, shall not exceed One-hundred ninety-seven thousand seven-hundred fifty dollars and no cents $197,750.00. Payment will be made in accordance with **Exhibit D**, which is attached and incorporated herein.

2. **Term.** This Agreement shall become effective on the date signed by the City. The initial term of the Agreement is through November 1, 2026.

3. **Cooperative Agreement**. The Parties agree the pool renovation services provided by the Contractor are pursuant to the terms and conditions of the Cooperative Agreement. The Cooperative Agreement is incorporated at **Exhibit C** available through the Texas

BuyBoard Cooperative and available at https://www.buyboard.com/texas, is hereby incorporated by reference.

4. **Supplement Provisions**. Supplemental provisions applicable to this Agreement are included in **Exhibit B** and incorporated herein by reference.

5. **Cooperative Agreement Terms Prevail**. In the event there is a conflict between a term in the Exhibit C, the body of this Agreement, or any attached or incorporated exhibit, the terms of Exhibit C prevail. In the event there is a discrepancy between any of the exhibits, the exhibits shall govern in the following order: Exhibit C, the body of this Agreement, Exhibit A, Exhibit D, and Exhibit B.

6. **Payment Application.** Within **seven (7)** calendar days of completion of the services, the Contractor will submit its payment application to the City.

7. **City's Payment and Approval**. All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Contractor within thirty days after of receipt of a correct payment application for services. The Contractor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Contractor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Contractor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the payment application is not mailed to the City in accordance with this Agreement

8. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. The City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Contractor a written notice of termination

9. **Notices.** 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 Contractor:	Hancock Pool Services, Inc. P.O. Box 670345 Houston, TX 77267 hancockpool@aol.com

Notice to the City:	City of Georgetown ATTN: City Manager P.O. Box 409 Georgetown, Texas 78627 david.morgan@georgetowntexas.gov
With a copy to:	City of Georgetown ATTN: City Attorney P.O. Box 409 Georgetown, Texas 78627 skye.masson@georgetowntexas.gov

10. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Contractor's services shall be those of an independent contractor. This Agreement does not grant any rights or privileges established for employees of the City. Contractor shall not be within protection or coverage of any insurance that the City, from time to time, may have in force. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.

11. **Payment.** Notwithstanding anything to the contrary in the Agreement, all payments shall be processed in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. Contractor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event there is a bona fide dispute between the City and Contractor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late.

12. **Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

13. **Insurance.** Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The

polices, limits and endorsements required are set forth in **Exhibit D**. Contractor's insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.

14. **INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**

15. **RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE WORK TO BE PERFORMED HEREUNDER BY CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**

16. **Performance.** Contractor, its employees, associates, and/or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.

17. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice

of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

18. **Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove the Contractor from the City's Contractor list in the event that this Agreement is terminated for cause and any offer submitted by the Contractor may be disqualified for up to three (3) years.

19. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Contractor pursuant to this Agreement. Contractor shall deliver all documents or other work product to the City upon request, including original versions if specified in the request.

20. **Taxes**. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

21. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the information of the other party ("Confidential Information") except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Parties shall endeavor to designate Confidential Information as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. This paragraph shall survive the term of the Agreement.

22. **Governing Law and Jurisdiction.** Governing law shall be the laws of the State of Texas. Venue shall be the applicable courts of Williamson County, Texas.

23. **Force Majeure.** The City and the Contractor will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Contractor shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

24. **Nondiscrimination.** The Contractor, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

25. **Right to Audit**. The Contractor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Contractor records related to the performance under this Agreement. The Contractor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

26. **Advertising and Publicity**. Contractor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

27. **Bonds.**

    a. General.

        i. Bonds, when required by the Contract or by Chapter 2253 of the Texas Government Code, shall be executed on forms furnished by or acceptable to City. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

        ii. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to City.

        iii. When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all Contractor's obligations under the Contract Documents. Performance Bonds and Payment Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by City pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of 10 percent of its capital and surplus. Such a surety must reinsure any obligations over 10 percent.

    b. Performance Bond.

i. If the Contract Amount exceeds $100,000, Contractor shall furnish City with a Performance Bond in the form set out by City. The Performance Bond shall be effective for the Contract Time and through all warranty period(s).

ii. If the Contract Amount exceeds $50,000 but is less than or equal to $100,000, Contractor shall furnish City with a Performance Bond in the form set out by City, unless the original Contract Time 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 City; Contractor shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the one year warranty period.

iii. If the Contract Amount is less than or equal to $50,000, Contractor will not be required to furnish a Performance Bond.

iv. 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.

i. If the Contract Amount exceeds $50,000, Contractor shall furnish City with a Payment Bond in the form set out by City.

ii. If the Contract Amount is less than or equal to $50,000, 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 City.

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 CITY HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.

f. Furnishing Bond Information. City shall furnish certified copies of the payment bond and the related Contract 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 City may result in loss of their rights against the Contractor and/or his surety. The City 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 is not required. The rights of Subcontractors regarding payment are governed by Tex. Prop. Code, §§53.231 – 53.239 when the value of the Contract between the City and the Contractor 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).

28. **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Contractor certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

29. **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

30. **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

31. **Contractor Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

32. **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.

33. **Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

34. **Severability**. This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

35. **Survivability**. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for a period of sixty (60) months after such expiration or termination and (b) the Indemnity and Release of Contractor sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for a period of sixty (60) months after such expiration or termination.

36. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be the applicable courts of Williamson County, Texas.

37. **Dispute Resolution.** If either the Contractor or the City 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. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

38. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph.

39. **Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Contractor.

40. **Duplicate Originals.** The parties may execute this Agreement in duplicate originals, each of equal dignity.

41. **Exhibits**. All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

42. **Entire Agreement.** This Agreement, with all addenda, exhibits, attachments, and appendices, incorporated or attached, represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject of this Agreement.

List of Exhibits
Exhibit A – Scope of Work
Exhibit B – Supplemental Terms
Exhibit C – Cooperative Agreement
Exhibit D – Payment Schedule
Exhibit E – Insurance Requirements
Exhibit F – Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN

By: _____

Name: David Morgan, City Manager

Date: 08-13-2026

CONTRACTOR

By: Pat Hancock

Name, Title: Pat Hancock, President

Date: 8/12/2026

EXHIBIT A
SCOPE OF WORK

Included below is the scope of work and prices for the City of Georgetown Parks & Recreation Center Indoor Pool Renovation Project. These prices do not include taxes. In addition to the prices below, the cost for a payment and performance bond is 3% of the total cost for approved scope of work.

Timeline to Complete

Work shall begin within thirty (30) days of the effective date of this Agreement. The Work shall be completed within eight (8) weeks of the beginning work.

Plaster:

The cost to replaster the Indoor Pool with Standard White plaster and the Plaster Edge additive: $153,000

- This price includes using the strip preparation method and bond coat preparation method as needed. The majority of the existing plaster in the deep end of the pool is hollow. The existing plaster in the shallow end of the pool appears to have a good bond. This price includes removing all hollow plaster down to the hardest surface and applying bond coat to the remaining surface of the pool prior to plaster. Once the pool is drained, the existing surfaces will be inspected to determine appropriate preparation methods to ensure proper bonding of the new plaster surface.
- This includes the draining of the pool, installing relief holes through the pool shell to relieve possible ground water, removing the existing hollow plaster to the hardest surface, applying bond coat to the solid surfaces, and new plaster installation. This typically requires removing approximately 90% of the existing plaster. This price includes removing up to three layers of plaster. If more than three layers of plaster must be removed, there will be an additional cost per layer. The cost for dumpsters is included to haul off the removed materials.
- The above quoted work includes new 2" accent tile on all steps and benches, wall return eyeballs, Waterway drain covers, and in-wall steps.
- The existing waterline tile, race lane tile, and transition line tile are to remain in place. The prep crew will saw cut around the tiles to preserve them. This price does not include any tile repairs required once plaster prep is completed.
- This price does not include any structural crack repairs. Once the pool is drained, the structure will be inspected for any existing cracks to determine if repairs are required. If any crack repairs are required, a cost for repair will be provided prior to completion.
- We strongly recommend using Plaster Edge admixture option for commercial swimming pools.

- Plaster Edge is an additive added to the plaster mixture during application that makes the plaster stronger, extending its life. It does not make the plaster a different color, feel different, or extend its warranty. Plaster Edge will greatly reduce environmental effects on the plaster, as well as increase its longevity.
- The plaster additive Plaster Edge doubles the hardness of the pool plaster. Standard white plaster is approximately 2,500 PSI, while Plaster Edge will increase plaster to approximately 5,500 PSI.

Tile:

The budget cost for miscellaneous tile repairs: $6,000

- This price includes minimum miscellaneous repairs for possible damages to the waterline tile, race lane tile, and transition line tile during prep. Once plaster prep is completed, the existing tile will be inspected for required repairs. If more than approximately 20% of the existing tile is found damaged, a revised quote can be provided for additional required repairs.
- Replacement tiles and grout may not match the existing exactly.
- Once the pool is drained, the existing depth markers will be measured for accuracy. If any require replacement, a cost will be provided prior to completion.

Chemical Start-Up:

The cost for the chemical start-up upon completion: $9,000

- This cost includes the start-up chemicals and labor to brush, clean, and vacuum the pool for one week after the pool is filled. This price does not include adding chorine stabilizer or salt.

- The City is responsible for monitoring and setting up the process of fill water, including the quality of the fill water. It is important that the pools are filled within 30 hours. We will not be responsible or liable for excessive check cracking if the pools are not completely full 30-hours after completion of plaster. We will not be liable for any staining if the fill water is of poor quality.

- The Contractor will provide a thorough plaster care form detailing how to care for the new plaster, and will provide chemical balancing training, if needed.

- To achieve optimal results with the new pool finish, additional care is required for the first 28 days after water fill.

Equipment:

The cost to replace the filter media and laterals in the two Waterco SMD1800 filters: $24,000

- This price includes new filter media, lateral kits, freight, and labor. Replacement bulkheads, ports, lids, etc. are not included.
- Hauling off the existing filter media is included.
- The new lateral kits have an approximate 3-4 week lead-time.

Cost

Total Cost without bonds:	$192,000
Bond Fee:	$5,750
Total Project Cost:	$197,750

Notes:

- During this project, there will be multiple crews coming in and out of the facility. The City is responsible for blocking off the work-related areas for member and employees safety.
- Parking is to be provided for the crews and must be kept clear from recreation center patrons.
- Contractor will not be held liable for any lawsuits arising from recreation center patrons where it is proven the City failed to block off work-related areas and Contractor parking areas.
- During this work, there will be a lot of dust and noise. All furniture and equipment must be removed from this area prior to starting work. The Contractor, Inc. will keep the area as clean as possible, but is not responsible for complete dust control or total clean up. This includes the floors, walls, ceiling, lights, HVAC system, etc.
- The fire alarm must be set to test mode during this work with no call out.
- The HVAC system must be turned off during this work to prevent damage from dust. HPS will provide fans to assist with dust control as much as possible, but temporary HVAC systems are not included.
- The water temperature cannot exceed 92 degrees for the first 28 days after the pool is filled to allow the plaster to cure properly.
- No permits or inspections are included for this scope of work.
- Compliance for the Health Department codes and regulations for the pool will be met only as it pertains to the scope of work.
- Any tile or grout repairs may not match the existing exactly.
- This proposal does not include for any work to be completed after working hours. If required, additional fees will apply.

Warranty:

- There is a five-year plaster bonding warranty.
- Standard White plaster has a one-year manufacture limited warranty.

- This warranty does not cover any discoloration that might occur after the new plaster has been installed after a 30-day period. The City is responsible for the necessary chemical maintenance, pool cleaning, and proper pool care to assure plaster life and integrity to be able to receive the delamination warranty.

Plaster / Pool Finish:

Pool plaster finishes may contain a certain amount of shading and/or color variation, which should not be construed as a defect. Plaster is not guaranteed against discoloration or staining since such defects generally result from local water conditions, improper use of chemicals, or the absence of routine pool cleaning and maintenance. The Contractor is not responsible for brushing or conditioning pool after time frame specified above. Contractor will repair or replace any defective component or warranted goods at no cost to the City for the duration of the manufactures original warranty.

Light Fixture Disclosure:

By necessity the pool/spa light fixture(s) must be moved during construction. Contractor will take every precaution to ensure continued operation of the lighting subsequent to completion. However, the City is advised that during this process light fixtures can fail despite best efforts by the contractor. The contractor is not responsible for existing light(s) in pool(s), spa(s), water feature(s), etc. which fail to operate subsequent to project completion.

Standard of Care:

The Contractor agrees that all work will be completed in a workmanlike manner according to standard industry practices but shall not be responsible for delay or failure to perform work when such delay or failure is due to reasons beyond its control (i.e. weather). Hancock Pool Services, Inc. is not responsible for any damages to existing sprinkler lines, cable/telephone lines, utility lines, or any sod/plants damaged during construction process due to circumstances beyond Contractor's control

Any alterations or deviation from above specifications involving extra costs will be performed only when agreed, in writing by the Parties. Any costs increases must be agreed, in writing, by the Parties. Payment for any change orders that may increase the contract total may be billed separately from original contract total and the change order invoice is due upon completion of change order scope of work. Any change in the scope of work that could cause a reduction in the contract total will be deducted from the next progress payment.

The City will drain the swimming pool and will notify the Contractor when the pool water is drained down so contractor can install relief holes at the correct time in the draining of the pool. On all re-plasters Contractor will, chip around the lights, main drains, and fittings. We will remove any hollow spots that may be present. If the existing plaster has an excessive number of

hollow spots or flaking plaster there may be an additional charge. Unfortunately, Contractor cannot determine this until the pool is drained.

Water and Electricity are necessary for our work and must be available on-site. The City must keep area free from other workman, pets, and children. Water (sprinklers) must be turned OFF during application. The City is responsible for monitoring filling of the pools.

The Contractor is responsible for completion of the work in compliance with this Agreement and for the quality of material and workmanship in accordance with standard specifications.

EXHIBIT B
SUPPLEMENTAL TERMS

WARRANTY AND WARRANTY TERMS

1. Warranty Coverage

The Contractor warrants that all plaster work performed under the construction agreement for the above property has been completed in a professional and workmanlike manner using materials suitable for their intended purpose.

The Contractor further warrants that the plaster work shall be free from defects in workmanship for a period of five (5) years and warrants that the plaster shall be free from the manufacturer's defects for a period of one (1) from the date of substantial completion, unless otherwise stated herein.

2. Covered Defects

This warranty covers defects resulting directly from faulty workmanship and defects resulting directly from the plaster manufacturer due to faulty product, including:
Cracking caused by improper application or installation or faulty product.
Delamination or separation of plaster from the substrate due to defective workmanship or faulty product.

Loose or hollow areas resulting from improper installation.
Failure of plaster finish caused by defective workmanship or faulty product.

3. Exclusions

This warranty does not cover damage or defects resulting from:
Normal shrinkage or hairline cracking.
Structural movement or settlement of the building.
Water intrusion, flooding, leaks, or moisture from sources beyond the Contractor's control. Acts of God, fire, earthquakes, storms, or other natural disasters.
Impact damage, abuse, misuse, vandalism, or accidental damage.
Alterations, repairs, or modifications performed by anyone other than the Contractor, including the City draining the pool without following the Contractor's recommended drainage protocol, including but not limited to failure to relieve hydrostatic pressure, improper use of a submersible pump, or draining without prior authorization from Contractor..

Failure to maintain the pool equipment, chemical maintenance, pool cleaning, and proper pool care in accordance with normal maintenance practices, leading to discoloration of the plaster, plaster delamination, plaster cracking, or plaster nodules.

4. City's Responsibilities

The City shall:
Promptly notify the Contractor in writing of any claimed defect during the warranty period.
Allow the Contractor reasonable access to inspect the alleged defect.
Take reasonable steps to prevent additional damage after discovering a defect.

5. Contractor's Obligation

If a covered defect is confirmed during the warranty period, the Contractor shall, at its sole option:
Repair the defective plaster work; or
Replace the defective plaster work.
Contractor shall promptly: inspect the claimed defect and promptly decide to repair or replace the defective plaster work.

6. Limitations of Liability

The Contractor shall not be liable for:
Incidental, indirect, consequential, or special damages.
Costs associated with temporary relocation or loss of use of the property.
Damage from third-party equipment/repairs.

7. Transferability

This Warranty is not transferable unless agreed to in writing by the Contractor.

8. Entire Agreement

This Warranty constitutes the entire warranty provided by the Contractor regarding the plaster work and supersedes all prior oral or written representations concerning warranty coverage.

EXHIBIT C
COOPERATIVE AGREEMENT

The Cooperative Agreement is incorporated here by references and is available through the Texas BuyBoard Cooperative at https://www.buyboard.com/texas.

EXHIBIT D
PAYMENT SCHEDULE

Thirty percent (30%) of the Total Project Costs are due upon start of the work. Upon plaster preparation completion, the Contractor shall invoice the City for an additional thirty percent (30%) of the Total Project Costs. Upon new plaster installation, the Contractor shall invoice the City for an additional thirty percent (30%) of the total project costs. Upon project completion, the Contractor shall invoice the City the balance of the Total Project Costs. Contractor must submit progress payment_invoices as outlined above to the City, accompanied by an explanation of progress payment charges, fees, services, and expenses, including an accounting of actual hours worked. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

EXHIBIT E
INSURANCE REQUIREMENTS

I. The Contractor agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

A. Commercial General Liability
B. Business Automobile Liability
C. Workers' Compensation

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
C. "Claims made" policies are not accepted.
D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
    1. The insurance company is licensed and authorized to do business in the State of Texas
    2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO

3. All endorsements and coverages are included according to the requirements of this Agreement
4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. **Commercial General Liability** requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.
C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. **Business Automobile Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.
C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VII. **Workers' Compensation Insurance** requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.

B. The workers' compensation insurance shall include the following terms:

1. Employer's Liability limits of $1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

EXHIBIT F
CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/5/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brady, Chapman, Holland & Assoc. Inc.
10055 West Gulf Bank
Houston TX 77040

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 713-688-1500 FAX (A/C, No): 713-688-7967
E-MAIL ADDRESS: ecerts@bch-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Co.	29424
INSURER B : Texas Mutual Insurance Co	22945
INSURER C : Hartford Fire Insurance Co.	19682
INSURER D : Trumbull Insurance Co.(Hartford)	27120
INSURER E :	
INSURER F :	

INSURED HANCOCKPOO-
Hancock Pool Services Inc
P. O. Box 670345
Houston TX 77267-0345

COVERAGES **CERTIFICATE NUMBER:** 37060637 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY			61UUNQD9C67	5/1/2026	5/1/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			61UENQD9EY0	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			61HHUQD9CAW	5/1/2026	5/1/2027	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001252466	5/1/2026	5/1/2027	X PER STATUTE / OTH-ER	Texas
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The policy includes blanket additional insured on the general liability per form HG0001(09/16) and automobile per form HA9916(12/21), with a waiver of subrogation on the general liability per form CG2404(12/19), automobile per form HA9916(12/21), and workers compensation per form WC420304B, when required by written contract. This insurance is primary and non-contributory as respects general liability per form HG0001(09/16), and Auto per form HA9916(12/21), when required by written contract. Umbrella policy follows form of scheduled underlying subject to form XL00030916 and all endorsements.

CERTIFICATE HOLDER

CITY OF GEORGETOWN
P.O. BOX 409
16300 McMahon Circle
GEORGETOWN TX 78627
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Timothy J. Brady

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Ratification for Pedro S S Services, Inc Electric Underground Construction

SUGGESTED ACTION:
Consideration and possible action to ratify the engagement of Pedro S S Serivces, Inc for Electric Underground Construction and Maintenance Services, on a not-to-exceed basis of $586,542.50, in connection with the GB90/GB100 Capacity Upgrades Capital Improvement Project, which required expedited performance to meet a contractual delivery deadline for electric service to a large Commercial & Industrial customer and to avoid the City's exposure to liquidated damages – Richard Pajestka, Electric Engineering and Operations Manager

ITEM SUMMARY:
Pedro S S Services, Inc. has been under contract with the City for several years to perform electric underground construction and maintenance services. In connection with the GB90/GB100 Capacity Upgrades Capital Improvement Project, expedited work was required to meet a contractual delivery deadline for electric service to a large Commercial & Industrial customer and to avoid the City's exposure to liquidated damages. Due to the scope and urgency of this work, charges under the existing contract exceeded the current not-to-exceed authorization by $586,542.50. Staff is requesting Council ratification of this amount to formalize the expedited work already performed and bring the contract's authorized spending in line with actual costs incurred.

FINANCIAL IMPACT:
Funds are available in the FY26 CIP Budget.

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Routine Airport Maintenance Grant (RAMP)

SUGGESTED ACTION:
Consideration and possible action to approve the Texas Department of Transportation Grant for Routine Airport Maintenance -- Eric Johnson, Public Works Director, and Matthew Sommerfeld, Airport Manager

ITEM SUMMARY:
The TxDOT Aviation Routine Airport Maintenance Program (RAMP) Grant encourages airport sponsors to maintain their airports and make improvements using local funds. This program is up to $111,111.00 with a 10% local match on eligible items. These grants are provided on an annual fiscal year basis with eligible items identified in the TxDOT Aviation Routine Airport Maintenance Program Guide. Eligible airport expenditures are verified through paid invoices.

FINANCIAL IMPACT:
Eligible expenditures are approved in the airport budget. All reimbursements are applied to airport revenue.

SUBMITTED BY:
Anne Pogson,

ATTACHMENTS:
Blank FY27 TX_DOT_Report_AVN_RAMP_2027.pdf

TEXAS DEPARTMENT OF TRANSPORTATION

REIMBURSABLE GRANT AGREEMENT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2714GEOR

Part I - Identification of the Project

TO: The City of Georgetown, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

The Texas Department of Transportation (department) is authorized under Texas Transportation Code, Chapter 21, and Chapter 22, to assist in the development and maintenance of airports in the state.

This Reimbursable Grant Agreement is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Georgetown, Texas, (hereinafter referred to as the "Sponsor").

This Reimbursable Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

“Infrastructure preservation” shall mean work directly supporting aeronautical activity on the airfield, terminals, control towers, sponsor-owned hangars, runways, taxiways, and aprons, including but not limited to crack sealing, seal coating, pavement marking, and minor asphalt or concrete patching, including ancillary activities.

"Airport safety activities" shall mean the direct maintenance, repair, or replacement of items and systems principally intended for aviation safety. This includes, but is not limited to, airfield lighting systems, airfield guidance signs, wind indicators, and runway obstruction removal.

The scope of service for this project is for infrastructure preservation and airport safety activities at the GEORGETOWN - GEORGETOWN MUNI Airport.

Pursuant to the terms and conditions set forth in the RAMP Grant Agreement, reimbursement of expenses is strictly limited to those costs that are directly associated with eligible infrastructure preservation, airport safety activities, and exclusions stated in this RAMP Grant Agreement. Refer to Part III of this RAMP Grant agreement for additional requirements applicable to certain equipment.

Ineligible Costs: For the avoidance of doubt, the following costs are expressly ineligible for reimbursement under this program: a) All routine operational expenses, including but not limited to salaries, rent, utilities, fuel, and insurance; b) Groundskeeping services, including mowing; c) Force account work performed by the Sponsor's own employees; and d) Any expense not directly attributable to pre-approved infrastructure preservation and airport safety activities.

The exception to this exclusion applies to Airport Operations Counting Systems and Automated Weather Observing Systems (AWOS), including eligible maintenance, repair, subscription, certification, and connectivity costs. Such expenses are eligible for reimbursement under this Grant when adequately documented and otherwise compliant with program requirements.

By submitting a reimbursement request, the Sponsor affirms and certifies that all applicable provisions of the RAMP Grant Agreement have been satisfied. Furthermore, the Sponsor attests that the scope of work described in the reimbursement submission is intended exclusively to supplement infrastructure preservation and airport safety activities and does not constitute, support, or subsidize airport operational functions. This certification is made in accordance with applicable state funding regulations and the eligibility criteria enumerated in the scope of service.

Part II - Offer of Financial Assistance

1. For the purposes of this Reimbursable Grant Agreement, the annual routine airport maintenance project cost is estimated to be $111,111.11 (Amount A).

   State financial assistance granted will be used solely and exclusively for infrastructure preservation and airport safety activities, and airport operations counting systems as approved by the State. State financial assistance will be for ninety percent (90%) of the eligible project costs for this project or a maximum of $100,000.00 (Amount B), whichever is less, per fiscal year and subject to availability of state appropriations.

   The Sponsor’s share of project costs will be for ten percent (10%) of the eligible project costs (Amount C).

   This Reimbursable Grant Agreement provides for reimbursement of costs that have already been incurred by the Sponsor, work is complete and/or goods and materials have been provided to the Sponsor and all contractors, subcontractors, and/or vendors will have been paid before a request for reimbursement is submitted to the State.

   Unused funds are non-transferable to any other Sponsor, city, county, or airport and shall not be carried over to the subsequent fiscal year.

   Scope of Services of this Reimbursable Grant Agreement, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services

   Only work items as described in Scope of Services of this Reimbursable Grant Agreement are reimbursable under this Reimbursable Grant Agreement.

   All goods and/or materials procured, and all work and/or services performed, shall occur subsequent to the execution of this Reimbursable Grant Agreement and on, or before, the last day of the State’s fiscal year, August 31st.

2. Work, services, goods, and/or materials rendered or paid for by the Sponsor prior to the execution of this Reimbursable Grant Agreement shall not be eligible for reimbursement. This Reimbursable Grant Agreement shall be deemed executed upon the affixation of signatures by all parties involved. The date of the final signature shall be recognized as the official Reimbursable Grant Agreement execution date.

3. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and cost reasonableness prior to work commencement. Cost reasonableness will be determined by comparison to historical costs for similar work, independent cost estimates, or other methods deemed appropriate by the State.

4. This Reimbursable Grant Agreement shall terminate upon completion of the scope of services, exhaustion of funds, or on the last day of the fiscal year.

5. The State retains the right to obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment ("Equipment") are reimbursable as provided in this Part.

2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, and 90% of the annual subscription fee for subsequent years.

3. Eligibility Requirements

   a. The Equipment must include the following items, at a minimum;

      1. Triangulation

      2. Noise abatement

      3. Aircraft tracking data for 30 days

4. Identification of pavement utilization by airplane design group for the entire airport

5. Equal effectiveness at both towered and non-towered airports

6. Tracking of military and government aircraft, including FAA blocked aircraft

b. In order for costs to be eligible for RAMP reimbursement:

1. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport Maintenance Program, have an executed Reimbursable Grant Agreement for that year, and comply with all Reimbursable Grant Agreement requirements.

c. The State may conduct on-site or off-site monitoring reviews of the Equipment any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:

1. whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Reimbursable Grant Agreement and any subsequent amendments;

2. whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Reimbursable Grant Agreement and any subsequent amendments, and are fully and accurately reflected in reports submitted to the State.

d. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

4. For any lighting system installation, replacement, modification, relocation, or adjustment that requires an FAA flight check, all associated work must be completed, commissioned, and placed into operational service within the same Grant fiscal year to be eligible for reimbursement.

If the required FAA flight check is not completed, does not receive a passing determination, or is completed after the end of the Grant fiscal year, all costs associated with the lighting system project, including but not limited to materials, equipment, labor, installation, modification, relocation, adjustment, and flight check expenses, shall be expressly ineligible for reimbursement under this Grant.

FAA flight check costs are eligible for reimbursement only when the associated lighting system installation, replacement, modification, relocation, or adjustment was funded and reimbursed under this RAMP Grant. Flight checks performed for any other purpose, project, or funding source are ineligible for reimbursement under this Grant.

Part IV - Sponsor Responsibilities

1. In accepting this Reimbursable Grant Agreement, if applicable, the Sponsor guarantees that:

   a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Reimbursable Grant Agreement; and

   b. the Airport or navigational facility which is the subject of this Reimbursable Grant Agreement shall be controlled by the Sponsor for a period of at least 20 years; and

   c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Reimbursable Grant Agreement; and

   d. all funds used for safety related asset maintenance will require the asset to remain in the possession and ownership of the Sponsor for a period of at least 20 years, or the expected life span of the item; and

   e. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips taxiways, parking aprons, roads, airport lighting, and navigational aids; and

   f. through the fence access shall be reviewed and approved by the State; and

g. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and

h. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and

i. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and

j. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of monies identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

k. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and

l. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and

m. no Small Capital Improvement Project shall be initiated without the express guidance and prior written approval of the Texas Department of Transportation's Aviation Division. The Sponsor hereby acknowledges and agrees that failure to obtain such pre-approval shall constitute a breach of this RAMP Grant Agreement and shall result in the Sponsor's forfeiture of eligibility for reimbursement of any costs or expenses incurred in connection with the unauthorized project.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this Reimbursable Grant Agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.

3. The Sponsor's acceptance of this offer and ratification and adoption of this Reimbursable Grant Agreement shall be evidenced by execution of this Reimbursable Grant Agreement by the Sponsor. The Reimbursable Grant Agreement shall comprise a contract, constituting the obligations and rights of the State and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

   If it becomes unreasonable or impractical to complete the project, the State may void this Reimbursable Grant Agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Reimbursable Grant Agreement, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this Reimbursable Grant Agreement and shall make or shall acquire approvals and disapprovals for this Reimbursable Grant Agreement as required on behalf of the Sponsor, and coordinate schedule for work items as required.

5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.

6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services and proof of payment. The reimbursement request will be submitted no more than once a month.

7. The Sponsor's acceptance of this Reimbursable Grant Agreement shall comprise a Reimbursable Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Reimbursable Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this Reimbursable Grant Agreement.

PART V - Amendments

This Reimbursable Grant Agreement may require an amendment to the scope of services if work contracted by TxDOT is required.

In the event an amendment is required, all parties will agree to the terms specified in the amended Reimbursable Grant Agreement and the following terms apply:

1. The amended Reimbursable Grant Agreement shall be executed prior to work related to the amended scope is provided.

2. Sponsor, by accepting this Reimbursable Grant Agreement certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

3. Upon execution of this Reimbursable Grant Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

   a. Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

4. If additional funds are required after the work is complete to fund the Sponsor’s share, the State shall request funds from Sponsor at the financial closure of the project.

5. The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

PART VI - Recitals

1. This Reimbursable Grant Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this Reimbursable Grant Agreement to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this Reimbursable Grant Agreement be in addition to those local funds normally dedicated for airport maintenance.

3. This Reimbursable Grant Agreement is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Reimbursable Grant Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

   a. Of primary importance to the State is compliance with the terms and conditions of this Reimbursable Grant Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Reimbursable Grant Agreement, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Reimbursable Grant Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Reimbursable Grant Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Reimbursable Grant Agreement null and void, or (5) any other remedy available at law or in equity.

   b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Reimbursable Grant Agreement, or for enforcement of any of the provisions of this Reimbursable Grant Agreement, is specifically set by Grant of the parties in Travis County, Texas.

4. The State reserves the right to amend or withdraw this Reimbursable Grant Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.

5. This Reimbursable Grant Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.

6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Acceptance of the Sponsor

The City of Georgetown, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Reimbursable Grant Agreement.

Acceptance of the Sponsor executed this _____ day of _____, 20____.

The City of Georgetown, Texas

_____
(*Sponsor*)

_____
(*Sponsor Signature*)

_____
(*Sponsor Title*)

_____
(*Date*)

Additional Sponsor Signature (If Applicable)

_____
(*Sponsor Signature*)

_____
(*Sponsor Title*)

_____
(*Date*)

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

State of Texas
Texas Department of Transportation

_____
(Signature)

Dan Harmon
_____
(*Typed Name*)

Director, Aviation Division
_____
(*Title*)

_____
(Date)

Certification of State Single Audit Requirements

I, _____

(Designated Representative)

do certify that the City of Georgetown will comply with all requirements of the State of Texas Single Audit Act if the City of Georgetown spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Georgetown will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

City of Georgetown

(Sponsor)

_____

(Sponsor Signature)

_____

(Sponsor Title)

_____

(Date)

Additional Sponsor Signature (If Applicable)

_____

(Sponsor Signature)

_____

(Sponsor Title)

_____

(Date)

Designation of Sponsor's Authorized Representative

TxDOT Project ID: M2714GEOR

The City of Georgetown designates,

_____,
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this Reimbursable Grant Agreement and who shall make or shall acquire approvals and disapprovals for this Reimbursable Grant Agreement as required on behalf of the Sponsor.

Designated Representative Information:

Physical Mailing Address:

Phone Number:

Email address:

The City of Georgetown, Texas
(*Sponsor*)

_____
(Sponsor Signature)

_____
(Sponsor Title)

_____
(Date)

Additional Sponsor Signature (If Applicable)

_____
(Sponsor Signature)

_____
(Sponsor Title)

_____
(Date)

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Itineris UMAX Application Maintenance and Support Renewal

SUGGESTED ACTION:
Consideration and possible action to approve a renewal with Itineris NA, Inc. for UMAX software licensing, SaaS support, managed services, Wrong Day Irrigation program services, and related travel expenses in an amount not to exceed $1,045,813.32 -- Greg Berglund, Assistant IT Director, and Chris Bryce, IT Director

ITEM SUMMARY:
The City uses the Itineris UMAX Customer Information System (CIS) as its primary utility billing and customer account management platform. UMAX supports the City's day-to-day utility operations, including customer account management, meter data management, utility billing, payment processing, cashiering, credit and collections, field service activities, and customer self-service functions.

The renewal also includes software licensing, cloud-based support, application maintenance, technical support, system monitoring, and managed services provided by Itineris. Additional services include customer notifications, DataHub services, the Wrong Day Irrigation program, field service licensing, and the Sitecare Customer Portal.

Approval of this item will continue these services for FY2027 at a cost of $1,026,813.32. The agreement also provides up to $19,000 for preapproved travel expenses that may be required for onsite support, bringing the total authorization to an amount not to exceed $1,045,813.32.

FINANCIAL IMPACT:
The FY2027 renewal includes $1,026,813.32 for software licensing, SaaS support, and managed services, plus up to $19,000 for approved travel expenses, for a total amount not to exceed $1,045,813.32. Funding is included in the FY2027 budget.

SUBMITTED BY:
Greg Berglund, Information Technology

ATTACHMENTS:
B 24-0014-MS Itineris [fully executed] reduced (1).pdf
INA-23-001 Itineris North America 12.13.2022.pdf

CONTRACT ROUTING FORM

Contract No. 24-0014-MS Project No._____ Bid No._____ RFP No._____

☒ New Contract ☐ Renewal ☐ Change Order ☐ Amendment ☐ Assignment ☐ Other

NAME OF CONTRACTOR: Itineris [UMAX 365]

CONTRACT DESCRIPTION: Application Maintenance & Support

CONTRACT VALUE: $562,200.00 [3-year]

GL ACCOUNT NO:

GRANT FUNDED: ☒ NO ☐ YES If YES, Grant No.

SIGNATURES RECOMMENDING APPROVAL

Nicole Abrego — 9/26/2023
PURCHASING/CONTRACT COORDINATOR — DATE

Skye Masson — 9/26/23
LEGAL DEPARTMENT — DATE

_____ — _____
DIRECTOR ADMINISTERING CONTRACT (greater than $10,000) — DATE

APPROVED and EXECUTED

N/A — _____
DIRECTOR ADMINISTERING CONTRACT ($10,000 or less) — DATE

N/A — _____
CITY MANAGER/ASST CITY MANAGER ($50,000 or less) — DATE

Robert Densmore — 09/26/2023
MAYOR/CITY SECRETARY ATTESTS (if applicable) — DATE

FINAL PROCESSING

Nicole Abrego — 9/28/2023
PURCHASING — DATE

for Purchasing Use Only	*For City Secretary Use Only*
Insurance Certificates: attached	Originals sent to CSO: 9/29/2023
Performance Bond: x	Scanned into Laserfiche/Global: 9/27/2023
Payment Bond: x	Council Date: 9/26/2023
Form 1295: 2023-1075144	Item No.: 4.W

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1075144

Date Filed:
09/22/2023

Date Acknowledged:
9/26/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Itineris NA, Inc.
Marietta, GA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Georgetown

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

201547
Service Delivery Maintenance and Support for Customer Information System

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Itineris NV	Ghent East Flanders Belgium	X	
Dekeyser, Hans	Atlanta, GA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

DocuSign Envelope ID: 4630F778-D171-4ED1-8826-E510D9BFBD86

GEORGETOWN
TEXAS
more than welcome

itineris

Statement of Work

Prepared for: City of Georgetown, TX
October 1st, 2023

itineris

GEORGETOWN TEXAS more than welcome

Version Control

Revision History

Version	Date	Reason	Author
1	06/01/2023	Revised Maintenance & Support – reflecting UMAX365 version	Laura Elwell
2	8/25/23	Comments	City of Georgetown
3	9/6/2023	Edits	Itineris
4	9/7/2023	Edits	City of Georgetown
5	9/12/2023	Edits	Itineris

Sign off

Name	Job Title	Date
Leticia Zavala	Upgrade Project PM	
Leigh Wallace	Finance Director	
Cindy Pospisil	CIS Administrator	

Supporting Documentation

File Name	Author	Location
Incident Management Process.pdf	Itineris	Attachment
Change Management Process.pdf	Itineris	Attachment
Release Management Process.pdf	Itineris	Attachment
COG – Sample_Change_Request v1.0.xls	Itineris	Attachment

itineris

GEORGETOWN TEXAS more than welcome

Contents

1 Project Introduction 5
1.1 Document Purpose 6
1.2 Objective 6
1.3 Customer Stakeholders 6
2 Application Support & Maintenance Services 7
2.1 Incident Management 7
2.2 Minor Changes 8
2.3 Release, Change, Deploy & Configuration Management 9
2.4 SLA Management 9
2.5 Batch & Interface Management: 10
2.6 Availability Management 10
2.7 Continuity Management 11
2.9. Regression Testing 12
3 Application Support & Maintenance Organizational Structure 12
3.1 Proposed Team Structure 12
3.2 Roles & Responsibilities 13
3.2.1 Service Provider Roles & Responsibilities: 13
3.2.2 Customer Roles & Responsibilities: 14
3.2.3 Proposed Key Persons 15
3.3 Project Governance 15
3.4 Incident Management 16
3.4.1 Incident Management Process: 16
3.5 Change Management 17
3.5.1 Change Order Management Process 17
3.5.2 Change Control Process: 19
3.6 Change Management Authorization 20
3.7 Release Management 21
3.7.1 Release Management Process: 22
3.8 General Project Assumptions 23
4 Deliverables 23
4.1 Table of Deliverables 23
4.2 Acceptance Criteria 24
5 Term 24
6 Costs and Payment Schedule 25
6.1 Cost 25

itineris

GEORGETOWN TEXAS more than welcome

6.2 Invoice and Payments 26
6.3 Travel and Expense Guidelines 27
6.3.1 Reimbursement for Travel Expenses 27
6.3.2 Invoicing Travel 28
7 Appendixes 29
7.1 Appendix A: RACI Model / Support Coverage 29
7.1.1 RACI 29
7.1.2 Support Coverage 34
7.2 Appendix B: Service Levels / Integration List 35
7.2.1 Service Levels 35
7.2.2 Integration List 36
7.3 Appendix C: Incident Management Process 37
7.4 Appendix D: Change Management Process 37
7.5 Appendix E: Release Management Process 37
7.6 Appendix F: Standard Catalogue 37
8 Approvals 37

itineris

GEORGETOWN

1 Project Introduction

1.1 Document Purpose

This **Statement of Work** (the **"SOW"**) and any exhibits, appendices, schedules and attachments, the terms of which are incorporated herein by reference, is entered into by and between the City of Georgetown, TX, (the **"Customer"**) and Itineris NA, Inc (the **"Service Provider"**) pursuant to the **Framework Agreement** by and between the Customer and the Service Provider dated May 04th 2016 (the **"Framework Agreement"**), the terms of which are incorporated herein by reference.

This SOW sets forth the services to be performed by the Service Provider (the **"Services"** as further described herein) related to the City of Georgetown Utility Systems (COG) Customer Information System (UMAX365 CIS) Application Maintenance & Support (the **"Project"**), which shall become effective on the earliest of following events: i) upon go live of UMAX365, or ii) on October 1st 2023 (the "Effective Date"). As of the Effective Date, this SOW will replace the Statement of Work entered between the Parties (dated May 26th 2021), covering the services performed by the Service Provider related to the COG Customer Information System Application Maintenance and Support.

Capitalized terms used in this SOW and not separately defined in this SOW, shall have the respective meaning ascribed to such terms in the Framework Agreement. This SOW, in conjunction with the appendixes (including the RACI and interfaces and the matrix) represents the complete baseline for the scope of and the Services to this SOW. All changes to this SOW will be managed in accordance with the Change Management Process defined below.

In the event of conflict between the terms of this SOW and any other Statement of Work related to the Framework Agreement, the scope of each Statement of Work shall be governed by the respective terms and conditions of the relevant Statement of Work.

1.2 Objective

The UMAX CIS in operation is managed by the Customer on a day-to-day basis. The Service Provider will provide Services to assist the Customer to make sure the system remains in a healthy state and to stay current with regards to small changes of business requirements. These Services are additional Services, on top of the services that are included in the Recurring License Fee as described in the License Transaction Agreement in Schedule B (the **"License Transaction Agreement"**) to the **UMAX Software License Terms** (the **"Software License Terms"**).

The Customer strives to provide the best services to their customers minimizing the business interruptions due to failures/releases in UMAX365 system. It plans to do that by adopting best in class processes and tools to solve, document and eliminate the problems and by taking the Services from the Service Provider.

1.3 Customer Stakeholders

Name	Role	Responsibilities
Leigh Wallace	Finance Director, City of Georgetown	
Cherie Hernandez	Utility Billing Manager, City of Georgetown	
Cindy Pospisil	CIS Administrator, City of Georgetown	

itineris

GEORGETOWN TEXAS

Name	Role	Responsibilities
Chris Bryce	IT Director, City of Georgetown	
Leticia Zavala Jones	Upgrade Project PM	
Laurie Brewer	Assistant City Manager, City of Georgetown Utility Systems	

2 Application Support & Maintenance Services

The Service Provider Team will work with the Customer Business and IT Staff in the following domains:

- Incident Management
- Release, Change, Deploy and Configuration Management
- SLA Management
- Batch & Interface management
- Business Assurance – The Services will be rendered from the Service Provider offices. However, part of the Services will be rendered from a customer location, with a maximum of one (1) week/month.
- Availability Management
- Regression Testing
- Continuity Management
- System & Infrastructure Management

2.1 Incident Management

In addition to the standard Software Support Services delivered as part of the Software License Terms, these additional Services are rendered by the Service Provider to assist the Customer in quick identification and resolution of support issues that arise.

Included activities

Included activities are:

- Access and use of the Service Provider helpdesk tool for designated Customer key-users.
- Propose solutions for support issues, be it additional instructions, configuration changes or code fixes (in non-product software).
- Assist Customer in problem management if issues are part of a larger issue.
- Report on the service status and service performance on monthly basis.
- L2 (2nd Level Support) for support issues.

Service provider will monitor the inflow of tickets on a monthly basis, as well as monitor the average ticket trend on a quarterly basis. Based on ticket analysis and overall operation Customer and Service provider will work together (if needed) to decrease ticket inflows via but not limited to the following:

- Implementing code & configuration changes,
- Delivering knowledge base articles,
- Helping users by responding to how to queries,
- Changing business process or work instruction.

If the average ticket inflows exceed the budgeted ticket volume/month for two (2) subsequent months, Service provider will initiate discussions with Customer to use the contingency amount.

itineris

GEORGETOWN TEXAS

Out of scope activities

Out of scope activities include, but are not limited to:

- Support Services as set out in the relevant Service Level Agreement in Schedule C to the Framework Agreement or the relevant Maintenance and Support Agreement in Schedule E to the Software License Terms unless the service is explicitly mentioned as part of this SOW.
- Support issues beyond the maximum amount per month (17), excluding product bug & BA issues.
- Any activities related to Change Management and Configuration Management related to the support issues.
- Support issues that are not related to the UMAX365 CIS, FO, CSS & Cashiering platform.
- End-user training.

2.2 Minor Changes

The standard scope of minor changes will be governed by the change request raised in service provider's helpdesk tool. A sample version of the change request is attached in Appendix [F] to this SOW. These activities would be managed through a service request in TopDesk Incident Management tool. Each Minor change request item will be assessed by the service provider and will share effort ("person" days) required to implement the changes in PRODUCTION environment. Service Provider will take approval of effort from the Customer before starting work on the change

Included activities

Minor changes contained in the sample document (Appendix-F) include, but are not limited to:

- Simple administration
- Change in setups to existing functionality – Price change, new user creations etc.
- Data Manipulation.
- Ad-hoc data request / reports.
- Addition/modification/Deletion of columns.
- "How to" quires.
- Data extract.
- Deployment of the configuration changes into the Production Environment

Out of scope activities

Out of scope activities include, but are not limited to:

- More than 36-person days of total effort in a SOW year.
- Code changes to implement completely new functionality.
- Changes within the peripheral systems e.g., Paymentus, uCentra, Esri etc.
- Development of new interfaces.
- Acceptance testing on behalf of users.

Prerequisites and boundaries

- There is a maximum of 36-person days of total effort per SOW year included for minor changes, exceeding requests are new change request (as per section 3.5). The Service Provider will pre-plan the resource capacity for these efforts. If the total budgeted person days are not used in the current contract year, 50% of the person days not used will be carried over to the subsequent contract year with an absolute maximum of 18 person days.

itineris

GEORGETOWN

2.3 Release, Change, Deploy & Configuration Management

The Service Provider will provide Release, Deploy and Configuration management related activities for the Customer. These Services are geared towards successfully deploying new versions of UMAX365, the Customer Self Service, Front Office, and Cashiering on the Production Environment. Although small changes can be made to the UMAX365 system, this is not the primary goal. Substantial changes as there are interface modifications, upgrades and so on will be handled by a separate request.

Included activities

Included activities are:

- Representation included in the Change Advisory Board (CAB) described in section 3.6 that decides on and finalizes the scope of the upcoming release.
- Coordination of the release activities of the Service Provider & the Customer Personnel.
- Deployment activities of the different components on the different Customer environments
- Testing of delivered packaged product.
- Deployment of the configuration changes into the Accept & Production Environment
- 7 releases in a SOW year
- Regression testing and Acceptance Approval of the release.

Out of scope activities

Out of scope activities include, but are not limited to:

- Any changes which are not developed & implemented by the Service Provider.
- Changes related to peripheral systems themselves e.g., Esri, uCentra etc.
- Infrastructure related activities. These are to be performed by the Customer Personnel, working closely with the Service Provider Release Manager.
- Structural and impacting changes to the Customer version of UMAX365.
- Releases as part of upgrades, service packs, new projects or upgrade or changes within the peripheral systems.
- Testing & Data validation as part of upgrades, service packs, new projects or upgrade or changes to peripheral systems.
- Acceptance of the release.

Prerequisites and boundaries

- Designated Service Provider Personnel has access to the Customer systems with appropriate access rights.
- A release calendar for the upcoming twelve (12) months is agreed on and reviewed on a yearly basis.
- Assistance is rendered off-site.

2.4 SLA Management

As part of the Services, the Service Provider reports on a regular basis on the performance of the Services. This report will indicate both ticket volumes and the performance in responding to and resolving of tickets.

itineris

GEORGETOWN TEXAS more than welcome

Included activities

Included activities are:

- Delivery of a standard service report on a monthly basis.
- Discussion of the service report.
- Common escalation process for all Services rendered by the Service Provider.

Prerequisites and boundaries

- Customer governance and escalation organization is set-up and known.

2.5 Batch & Interface Management:

As part of the regular daily routine, it is necessary to perform several operational validations to ensure that the Solution is functioning as expected. The Service Provider will provide the necessary resources to ensure the technical checks are executed. Any exceptions that are recorded during these checks enter the normal procedure for exception handling.

Included activities

Included activities are:

- Ensure all jobs are completed as per schedule.
- Monitor inbound & outbound interfaces in UMAX365.
- Verify all batch jobs & interfaces are executed correctly through an automated process.
- Categorizes exceptions and assign & follow up with Service Provider Team on resolution on UMAX365 related issues.
- Periodic system reconciliation of different interfaces.
- Send out exception report, if any.

Out of scope activities

Out of scope activities include, but are not limited to:

- Handling business exceptions that are recorded during the validations.
- Business Reconciliation.
- Handling infrastructure related exceptions that are recorded during the validations.
- Biz talk monitoring & operations.

Prerequisites and boundaries

- Designated Service Provider Personnel has access to the Customer systems with appropriate access rights.
- Batch schedule and schedule for other interventions are known to and agreed by the Customer.
- Services are rendered off-site.

2.6 Availability Management

As part of the regular activities, the Service Provider will monitor the performance and availability of the application and database (SQL-Server). The Service provider might use some automated script to monitor application & database health. The Service provider will look after the monitoring results and initiate Incidents and problems wherever there is an issue or even a risk of issue.

itineris

GEORGETOWN TEXAS

Included activities

Included activities are:

- Monitor the performance and availability of the application and database (SQL-Server) in the Production Environment.
- Communication alerts need to be sent when the application and database are not available.
- Leverage available tools to identify areas of poor application/program, database performance (e.g., long running quires, DB growth etc.) and get them addressed.
- Monitor growth and index fragmentation evolutions of DB and launch automated jobs to de-fragment the indexes.
- Performance and availability exceptions need to be reported, analysed and addressed by the Service Provider Team.
- Coordination with the Customer Infrastructure Team and other Support Teams.
- RCA is required on recurring issues.
- Monthly status & recommendations for improvement, if any.
- Network, VDI, Hardware & OS-level issues related to any of the components used for the UMAX365 solution in the Azure subscription.
- Capacity Management.

Out of scope activities

Out of scope activities include, but are not limited to:

- Monitoring performance & availability in the Non-Production Environment.

Prerequisites and boundaries

- Services are rendered off-site.

2.7 Continuity Management

As part of the Disaster Recovery Services, the Service Provider will assess the system to focus on limiting downtime and protecting data from business disruptions for continuity management. The Service Provider will consult on strategy, design, implementation, and test of continuity services as needed.

Included activities

Included activities are:

- Failover and failback within the agreed timeframe and aligned to the RTO of the underlying Microsoft services
- Continuous data protection
- Perform non-disruptive failover tests as needed

Out of scope activities

Out of scope activities include, but are not limited to:

- Development of Customer escalation procedures and notifications

Prerequisites and boundaries

- Services are rendered off-site.

itineris

GEORGETOWN TEXAS

2.9. Regression Testing

As part of this activity, the Service Provider will do the regression testing of the application. The service provider will identify the subset of the test cases from the existing regression test cases and will execute them before moving the code to the accept environment to ensure no impact of the changes due to the release.

Included activities

Included activities are:

- Modify the existing regression test cases as and when required due to delivered changes
- Setup and maintain the regression test cases
- Execute the regression testing in TEST environment before deploying the code in the Accept environment
- Resolution of regression issues
- With every release (7 times in a SOW year)

Out of scope activities

Out of scope activities include, but are not limited to:

- Developing new test cases for regression testing
- Regression testing outside release activities

Prerequisites and boundaries

- Services are rendered off-site.

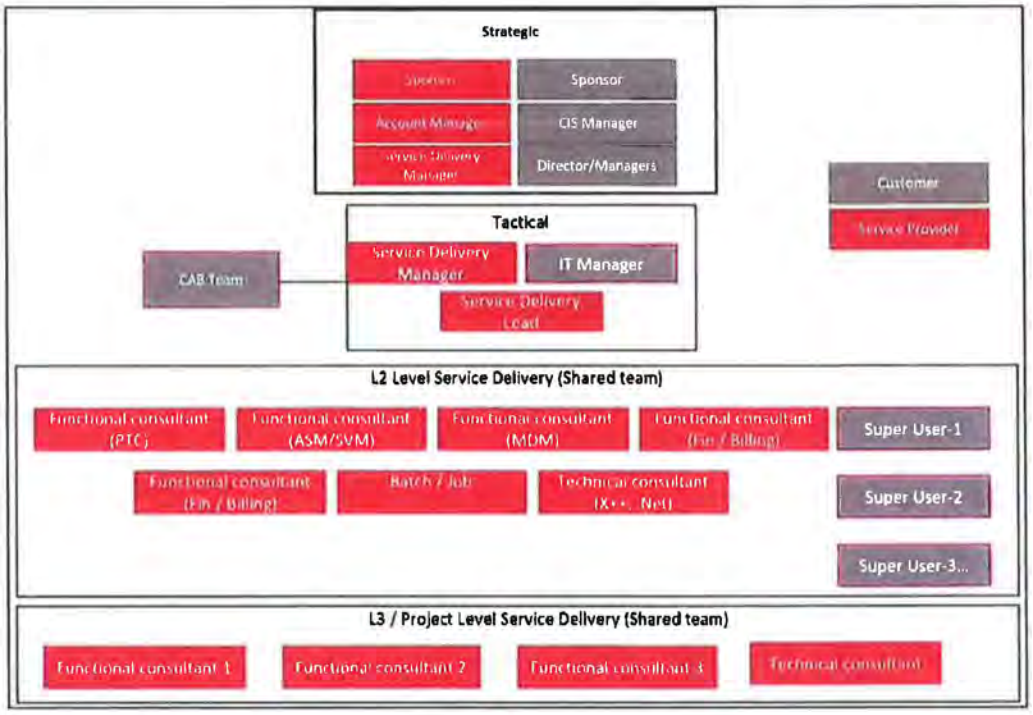
3 Application Support & Maintenance Organizational Structure

The proposed organizational structure will include a steering committee consisting of Business Executives from both the Service Provider and the Customer, a Senior Manager from the Service Provider and Senior Managers from the impacted departments within the Customer (the **"Steering Committee"**). Other members will be invited as deemed necessary throughout the duration of the SOW depending on the agenda and the then applicable needs.

3.1 Proposed Team Structure

itineris

GEORGETOWN TEXAS more than welcome



Reporting to the Strategic Committee are the responsibility of the Customer IT Manager and the Service Provider Manager. L2 and L3 Team has its own tasks and responsibilities.

3.2 Roles & Responsibilities

3.2.1 Service Provider Roles & Responsibilities:

Service Provider Role	Responsibility
Service Delivery Manager (SDM)	• Manages business expectations, concerns and CTQs, and provides strategic direction. • Ensures processes are in place for timely escalation of critical application issues. • Acts as escalation point for unresolved application issues or process failures. • Service Delivery Manager will also decide which services are out of scope (provided such decision is reasonably made based upon this SOW) and communicate to the Customer. • Ensures metrics collection and reporting systems are in place and functioning properly. • Manages overall budget for service delivery.
Service Delivery Lead	• Advocates the Service Provider within the Customer organization. • Advocates the Customer's interests within the Service Provider organization.

itineris

GEORGETOWN TEXAS

Service Provider Role	Responsibility
	• Works on a day-to-day basis with the Customer's lead to resolve issues and to advance service projects (roadmaps). • Issue load balancing, first point of escalation for the Service Delivery Team. • Runs the Change Advisory Boards with the Customer (together with Rel. Manager). • Ensure issue prioritization for all open issues. • Provide functional support on application related issues. • Completes tasks and assignments to the Service Delivery Team. Facilitates issue resolution across domain as required. • Impact analysis and estimation for all changes logged (together with the Service Delivery Team). • Manages small to medium service projects (roadmap). • Ensure new releases going live on Production Environment do not affect the existing businesses. • Manages budget for assigned work. • Drive Root Cause Analysis (RCA) & permanent fix. • Coordinate bug-fix/release activities.
L2 Team	• Analyse tickets based on priority. • Reply to business super users and create/update ticket for the issue filling in necessary details. • Respond to 'how to' questions. • Assist the user in making a data change on the front end. If the issue requires a backend change (Fix) then work with L3 Team. • Does preliminary testing before releasing the solution for acceptance testing. • Liaison with L3 Team for development of bug & request for changes or minor enhancements using STD Service catalogue. • Determine type of ticket – data, application use, break-fix etc. Resolve or help resolve issue. • Create work-around solution for break-fixes that take a long time to resolve.
L3 Team	• Resolve UMAX365 related bugs. • Assist L2 Team to resolve critical issues. • Work on Request For Changes (RFCs) and roadmap projects. • Create Functional Design document. • Keep L2 Team informed about the new changes in the product.

3.2.2 Customer Roles & Responsibilities:

CUSTOMER Role	Responsibility
Customer Business Contact	• Provide communication to the entire Customer Business Team relating to the service delivery execution successes and issues.

itineris

GEORGETOWN TEXAS

CUSTOMER Role	Responsibility
Cindy Pospisil	• Serve as a one-point contact of the Customer Team. • Manages Business expectations, concerns and CTQs • Manages budget for assigned buckets. • Review and facilitate approval of Deliverables on timely basis throughout the duration of the Project. • Jointly review and monitor progress on issues.
Customer IT Support Tyler Knight	Responsible for all Customer IT input and IT support

3.2.3 Proposed Key Persons

Role	Name
Service Delivery Manager	Tom De Laere
Service Delivery Lead	Cedric De Coster

3.3 Project Governance

An internal Georgetown UMAX governance committee will be established to support the service delivery and allow for efficient and timely communication and decision making to all stakeholder levels both inside and outside of the Service Delivery Team.

The Service Delivery Team Members use a variety of communication methods to deliver Project information, including meetings, telephone calls, email & voicemail etc. The plan acts as a framework and is an evolving document that is revised when appropriate. The communication plan ensures timely and appropriate generation, collection, dissemination, and storage and ultimate disposition of Project information to all stakeholders. The 'representative' elements of our communication plan are given below:

Governance Meeting	Frequency	Service Provider's Presence
Issue review stand-ups	Weekly	Yes
Change Advisory Board	For each release	Yes

Issue review Stand-Ups
The Service Delivery Lead will conduct issue review stand up meetings with the Service Provider and the Customer Team Members bi-weekly to prioritize the issues and to provide the status update on issues.

CAB (Change Advisory Board) Meeting

The Service Provider Project Manager (SDM), Release Manager & Service Delivery Lead will attend weekly CAB meetings to decide on changes and reach agreement on the planning and other characteristics associated with changes.

3.4 Incident Management

All application support Incidents, service requests, changes, problems, and support issues shall be tracked via the Service Provider centralized issue tracking system, TopDesk. All issues shall be tracked via the Service Provider centralized Incident tracking system, TopDesk Incident Module. Application Support Teams monitor assigned TopDesk queues for applications listed in scope based upon coverage hours & criticality.

The Incident owner is responsible for ensuring all issue activity is documented within TopDesk including research, findings and all communications (email, phone, skype chat, etc.) with the business user. The intent of Incident notes is to provide a complete history of the activity required to resolve an Incident.

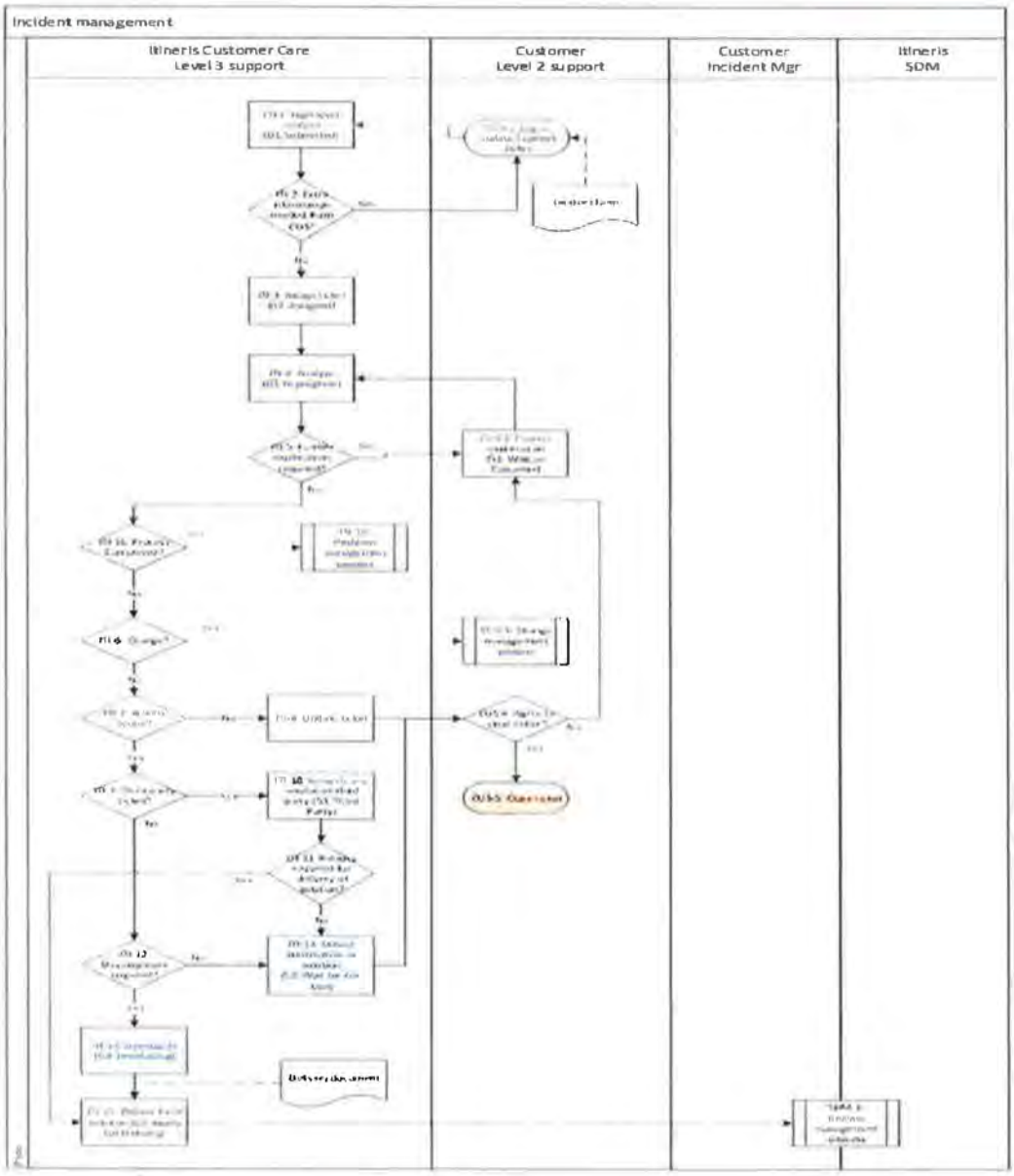
Incident Management shall be given the highest priority, followed by break/fix, service request and enhancement (request for change) work. This mix will vary based on several factors. e.g., break/fix ticket volume and priority, business cycle timing. Unless specifically directed by the Customer IT Manager every Incident will have a higher priority than any RFC. The combination of support activities will fluctuate based on the needs and the focus of the Customer users. This mix may remain flexible throughout the term of the framework agreement.

3.4.1 Incident Management Process:

The following Incident Management Process ensures that the Incidents are managed effectively during the SOW. The Customer and the Service Provider will use TopDesk to capture the Incidents related to UMAX365. Refer to **Appendix C** for the detailed step by step information about the Incident management process flow.

itineris

GEORGETOWN TEXAS more than welcome



3.5 Change Management

The goal of the Change Management Process is to ensure that (i) standard methods and procedures are used for efficient and prompt handling of all changes and (ii) all changes to UMAX365 systems are documented for future references.

3.5.1 Change Order Management Process

itineris

GEORGETOWN

The purpose of Change Management is to respond to changing business requirements while maximizing value and reducing Incidents, disruption, and rework. The objective of the Change Management Process is to ensure that changes are recorded and then evaluated, authorised, prioritised, planned, tested, implemented, documented, and reviewed in a controlled manner and to take necessary corrective action.

The control of change means the assessment of the impact, the importance and the cost of potential changes and the determination by management on whether to approve them or not. Any approved changes must be reflected in corresponding release schedule and (potentially) budget.

An approved Contract Change Order (CCO) is required for any scope change to this SOW. No Services or billing will start until approved by the Customer Manager. The CCO effective start date will be the approval date of the Customer Manager or some date in the future.

A change can fall into one of the below three categories.

1. **Standard Changes (STD Service Catalogue) :**

A standard change is a change to a service or infrastructure for which the approach is pre-authorised by Change Management that has an accepted and established procedure to provide a specific change requirement. It would be dealt with standard STD Service catalogue services. The elements of a standard change include:

- There is a defined catalogue to initiate the request for change.
- The activities/tasks are well known, documented and proven.
- Authority is given in advance (these changes are pre-authorised). OR
- The risk is usually low.

Standard catalogue will be invoked when any one of these four conditions is valid.

2. **Normal Changes:**

A normal change refers to changes that must follow the complete Change Management Process. These changes will be outside of the STD Service Catalogue services. Normal changes are categorized according to risk and impact to the business. For example, significant change – medium risk and impact and major change – high risk and impact.

By definition a normal change will proceed through all steps of the Change Management Process and those that are categorised as medium or high risk will be reviewed by the Change Advisory Board (CAB). The activities of the normal change process include:

- Identify & Record the request for changes.
- Review the request for changes.
- Prioritize the changes.
- Impact analysis & estimate the effort.
- Approval to develop the changes.
- Authorise to move it to production.
- Implement the change in production. and
- Review & close change record.

After receiving Change Requests, the Service Provider (i) evaluates the impacts to the Software and/or the Solution, and (ii) determines the effort and cost.

The Service Provider reserves the right to request additional information from the Customer in order to respond to the Change Request. The response from the Service Provider must include a Change Quote for the work required to complete the change stating the estimated number of days of effort, an estimated delivery date, and details of the technical approach for the proposed change and the period of validity of the Change Quote (a **"Change Order"**).

If a Change Request initiated by the Customer is reasonably considered by the Service Provider to be complex, the Service Provider shall be entitled to charge the Customer the number of days of analysis and cost required to enable the Service Provider to provide the Customer with a Change Quote in respect of that Change Request. The Change Quote should also give detail of the technical approach for the proposed Solution.

The Customer must approve any expenditure in writing, before the Service Provider commences either analysis or development. The Customer shall respond within five (5) Business Days of receipt of a Change Quote from the Service Provider, unless additional approval time is required due to the Customer's statutory requirements. This may be either approval (for the analysis or development to proceed), cancellation or notification that further time shall be required by the Customer to consider the Change Quote. The Customer shall in any event respond with a decision within the validity period of the Change Quote.

Any changes pursuant to a Change Order outside the scope of services defined in this SOW would be charged on hourly basis @$175/hr.

On receipt of a duly signed authorization to proceed, the Service Provider shall supply the Services that are the subject of the request and such Services shall be deemed services in accordance with this day-to-day issue resolution.

3. Emergency Change

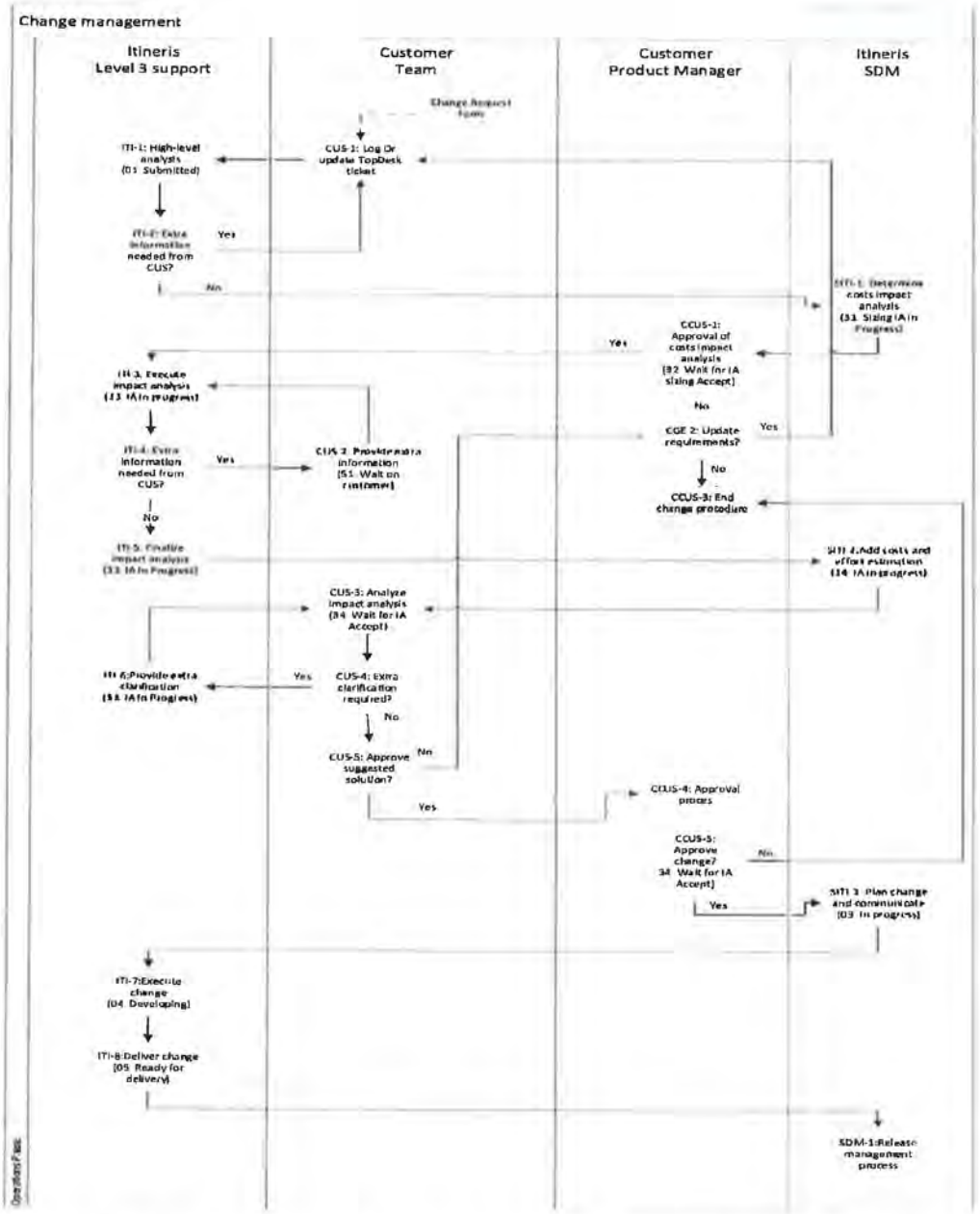
An Emergency Change (e.g. a hotfix) is reserved for changes intended to repair an error that is impacting the business to a high degree or to protect the organisation from a threat and that cannot be postponed until the next scheduled release. In case of Emergency Changes, the Service Provider will follow a quicker process to move the changes into the production. Communication is done between the Service Provider Service Delivery Lead and the IT Manager directly, without the need for the written and signed Impact Analysis. Approval for installation of the Emergency Change is obtained by email and registered in the related ticket.

3.5.2 Change Control Process:

The following Change Control Process ensures that changes are managed effectively during the SOW. The Customer and the Service Provider will use TopDesk to capture the request for change.

itineris

GEORGETOWN TEXAS more than welcome



Refer to **Appendix D** for the detailed step by step information about the Change Management Process flow.

3.6 Change Management Authorization

The following principal authorities from the Customer are involved in the Change Management Process:

- The Change Manager: Change Management Process owner and responsible for filtering, accepting and classifying Change Order (CO's).
  - In addition, the Change Manager is responsible for securing appropriate authorization to implement changes. Appropriate authorization may be provided by the Change Manager or may require calling upon higher management (Steering Group).

- The Change Advisory Board (CAB): Consensus advisory and decision board to decide on changes and reach agreement on the planning and other characteristics associated with changes.
  - The CAB, whose exact composition may differ from one meeting to the other, typically is composed of representatives of all sections, including the Service Provider and representatives of the Customer and user communities.
  - The main tasks involve assessment of required resources to implement changes (also in time), potential conflicts with current operations, safeguarding appropriate transfer and creation of documentation, integration/cross-referencing, impact analysis on existing capacity, etc.

The principal authorities from the Service Provider involved in the Change Management Process are:

- The Release Manager: Release the changes in different environments (Test, Acceptance & Production)
- The Service Delivery Lead (SDL): Working closely with the functional consultants and providing architectural authority to decide upon changes and their impact cross the delivered Solution.
  - Maintaining the functional integrity of the system cross all functional domains.
  - In close relationship with the Service Provider Subject Matter Experts (SME) assessing the functional impact against UMAX365.
- The Service Delivery Manager (SDM): Responsible for:
  - guaranteeing proper control on cost and timelines.
  - the Service provider resource allocation both on-site or off-site.
  - escalating timely any outstanding issue to the Customer Change Manager or its coordinators in order to deliver timely both the necessary impact analysis and the Change Request implementation itself.

In order to manage this effectively, the Service Provider has an internal organization and Resource Allocation Management Process whereas the Service Delivery Manager (SDM) takes part in.

3.7 Release Management

The goal of release and Deployment Management is to deploy releases into operation and establish effective use of the Services in order to deliver value to the Customer. The Service Provider needs to own/manage monthly releases on the applications that are in scope. These releases are classified as Operational Releases.

Operational Releases: All changes arising from the problem management, request for changes and some of the STD catalog enhancements buckets are deployed to production by operational releases. The frequency of releases would depend on various factors, it is safe to assume that one (1) release

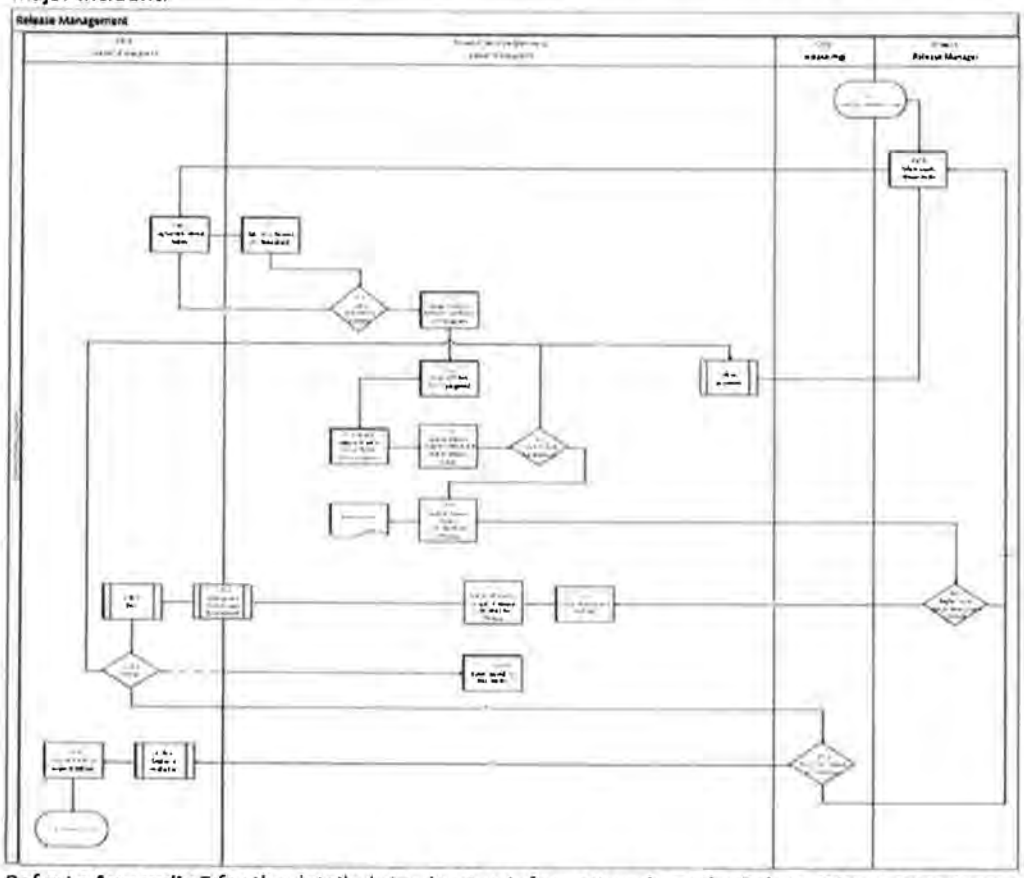
per month would be reasonable and which can be increased/decreased based on the Customer's needs.

The activities are of the normal operational release process are

- Define the release plan.
- Define the scope of the release.
- Take approval in the CAB.
- Perform deploy activities for "Software" on all environments including non-production environments
- Perform unit testing and system testing of the solution component and document test results
- Deploy all Service Provider changes to production.

3.7.1 Release Management Process:

The following Release Management Process ensures that releases are managed effectively during the SOW. The Customer and the Service Provider will use TopDesk to capture the release scope using major Incident.



Refer to **Appendix E** for the detailed step by step information about the Release Management process flow.

itineris

GEORGETOWN TEXAS more than welcome

3.8 General Project Assumptions

- The Customer will provide access to relevant applications to facilitate smooth transition of the application to the Service Provider.
- Any technological or organizational change related to and during the SOW would be communicated in a timely manner.
- In case of any change of scope, over and above the requirements mentioned in this SOW, Change Control Procedure must be followed. This may result in additional cost.
- The Service provider will be utilizing a common pool of resources for break/fix, enhancements and change order, roadmap purposes.
- The Customer will not manage/approve hours worked by the Service Provider resources.

4 Deliverables

4.1 Table of Deliverables

The following list of Deliverables will be delivered during the SOW. The responsible Party for each Deliverable are defined below.

Deliverable	Delivery Dates	Approval	Responsible
Ticket resolution using TopDesk	Daily on Business Days	Customer	Service Provider
Releases & Deployment • Release plan • Scope document • Testing instruction • Deploying the code in different environments • Release notes	Monthly	Customer	Service Provider
Engagement Report	Monthly	Customer	Service Provider
Support Coverage	Daily on Business Days	Customer	Service Provider
Standard Catalog	Yearly	Customer	Service Provider
Ensure the availability of the Production, Shadow, Test & acceptance environment	Daily on Business Days	Customer	Service Provider
Execute, Monitor & Analysis of batch Jobs in case of failure	Daily on Business Days	Customer	Service Provider
Documentation related to configuration changes, enhancements	When required	Customer	Service Provider

itineris

GEORGETOWN

4.2 Acceptance Criteria

All Deliverables will be reviewed by the Customer and approved in accordance with the acceptance testing procedure.

Deliverable	Acceptance Criteria
Ticket resolution using TopDesk	The issues are resolved in the Production Environment & Tickets are updated with resolution information and closed @ TopDesk
Releases & Deployment • Release plan • Scope document • Testing instruction • Deploying the code in different environments • Release notes	Releases are successfully deployed in Production Environment and approved by the Customer
Engagement Report	The Service Provider shares the relevant information through email to the Customer & the Customer approves the report
Support Coverage Daily on Business Days	The Service Provider Team is available at their own office during the coverage period, except Federal US holidays
Standard STD Service Catalogue	Reviewed and approved by the Customer
Ensure the availability of the Production, Shadow & acceptance environment	The Customer should able to perform their daily tasks in Shadow & acceptance Environments
Execute, Monitor & Analysis of batch Jobs in case of failure	Review and approve the batch schedule & analysis document in case of failure
Documentation related to configuration changes, enhancements	Reviewed and approved by the Customer

5 Term

This Statement of Work shall be effective from the Effective Date and shall continue for an initial term of three (3) years. It shall be automatically renewed for successive periods of one (1) year with a maximum of two (2) renewal periods, unless terminated by either Party in writing no later than six (6) months prior to the expiry of the term or its anniversary.

6 Costs and Payment Schedule

itineris

GEORGETOWN TEXAS more than welcome

6.1 Cost

The cost for Application Maintenance & Support are detailed in the Table below:

UMAX CIS*	9/30/22	10/1/22-9/30/23	10/1/23-9/30/24	10/1/24-9/30/25	10/1/25-9/1/26
Yearly Subscription (1)			$ 536,000.00	$ 536,000.00	$ 536,000.00
UMAX Field Service Maintenance f		$ 26,200.00	$ 39,300.00	$ 39,300.00	$ 39,300.00
Additional Managed Services (2)		$ 190,000.00			
Total UMAX Subscription	**$ -**	**$ 216,200.00**	**$ 575,300.00**	**$ 575,300.00**	**$ 575,300.00**

Travel expenses	9/30/22	10/1/22-9/30/23	10/1/23-9/30/24	10/1/24-9/30/25	10/1/25-9/1/26
Travel expenses (5)	$ 19,000.00	$ 19,570.00	$ 20,157.10	$ 20,761.81	$ 21,384.67

Microsoft (3)	9/30/22	10/1/22-9/30/23	10/1/23-9/30/24	10/1/24-9/30/25	10/1/25-9/1/26
D365 for Finance subscription (4)	$ 44,088.00	$ 66,528.00	$ 66,528.00	$ 66,528.00	$ 66,528.00
Azure subscriptions (6)	$ 165,912.00	$ 92,472.00	$ 71,472.00	$ 80,482.00	$ 89,472.00

Contingency	9/30/22	10/1/22-9/30/23	10/1/23-9/30/24	10/1/24-9/30/25	10/1/25-9/1/26
Contingency for Yearly Subscriptio	$ 56,000.00	$ 57,680.00	$ 59,410.40	$ 61,192.71	$ 63,028.49

The UMAX Subscription will be invoiced upfront on October 1st of each year

(1) Based on a minimum of 60 000 active accounts If during the yearly review of active accounts, the number of active accounts rises with more than 5% price will be pro-rated Includes licenses for UMAX cashiering

(2) Extension of the scope of the current managed services agreement

(3) Estimates based on current volume of licenses and data Microsoft price changes can influence the estimated cost Microsoft will invoice the D365 for Finance and Azure subscription directly to City of Georgetown through the Enterprise Agreement

(4 & 6) Estimate for Azure & D365 subscription based on the following volume of users

Operations Plan users	20
Activity users	50
Team members	115

(5) Travel expenses are estimated and will be invoiced as incurred in arrears Both Parties commit to manage the travel expenses to the approved budget

*subject to annual increase based on US CPI or 3% if CPI exceeds 3%

- The Service provider may use the contingency amount for the remaining months of the year if the inflow of tickets goes beyond 17/month for subsequent 2 months in a year.
  - Monthly calculation methodology and review is provided in section 2.1 of this document.
  - Service provider will invoice at the end of the fiscal year for months where ticket volume went above 10% of budgeted count using the following matrix:

Case volume/month	Additional Invoice amount/month
> 18 and <26	$2583.00
>25 but <35	$4667.00

- Additional effort to resolve tickets above 35/month would be charged on an hourly basis @ $175/hour.

- The Customer will retain the contingency amount if the inflow of tickets does not go beyond 17/month.

itineris

GEORGETOWN

6.2 Invoice and Payments

The costs of the UMAX Subscription (section 6.1) shall be invoiced upfront on October 1st of each year. If needed for year 1, the cost of the Recurring license fee will be prorated to align to the renewal date of October 1st.

Payments are due forty-five (45) days following invoicing. The total cost to the Customer for the performance of the tasks contained in this SOW and engagement schedule shall not exceed the amount shown, (i) except in the case of Change Orders agreed between the Parties or (ii) except in case of any change to the preconditions and boundaries as described in section 2 & 5.1 of this SOW.

6.3 Travel and Expense Guidelines

6.3.1 Reimbursement for Travel Expenses

The Customer shall reimburse for Expenses for travel as detailed in an amount not to exceed $19,000.00. The Service Provider will invoice for travel 30 days after occurrence.

The Service provider Personnel will pursue value through the least expensive, yet most reasonable and/or appropriate alternatives, and are expected to use preferred suppliers (i.e., airline, hotel, car rental, etc.) where negotiated rates have been established.

The Service Provider would discuss with the Customer and seek for an approval prior to travel to the Customer location. The Service Provider would invoice travel and other expenses on actuals as it incurs along with the regular recurring monthly invoice. The Service Provider will report travel expenses (budget vs actual) to the Customer time to time for further planning.

6.3.1.1 Airfare

The Customer shall reimburse for airfare not to exceed $1,000.00 round trip from locations within North America, unless there is prior written approval from the Customer Business Contact. All air travel shall be "coach class" or that class that offers the lowest overall fare for the given itinerary. The Service Provider shall book all air travel as far in advance as possible to take advantage of the air carrier's best rate.

If the Service providers' employee elects to change a flight for their own convenience after the ticket has been approved and booked, the Customer shall not reimburse for any charges incurred to change the airline ticket and the Service Provider' employee will be responsible for paying any charges incurred to change the airline ticket.

If the Customer or Service Provider Manager request makes it is necessary to change a flight after it has been approved and booked, the Service Provider will not be responsible for the charges incurred to change the airline ticket, and the Customer shall fully reimburse the Service Provider for such flight (in accordance with the terms of this SOW) provided they received prior approval from the City.

Alternate travel can be approved by the Service Provider and Customer Project Managers if the price of the airline ticket is the same cost or less than the price of flying to the relevant Service Provider Personnel's home airport. This could include weekend stays that do not require a flight.

itineris

GEORGETOWN TEXAS

6.3.1.2 Parking

The Customer shall reimburse for actual cost of parking fees, tolls, and other road tariffs encountered while traveling to/from airports or the Customer offices.

6.3.1.3 Mileage

Mileage rates will be consistent with the Internal Revenue Code annual rates posted while traveling to/from airports or train stations.

6.3.1.4 Hotels

When overnight stay is appropriate, the Customer shall reimburse Service Provider for hotel lodging expense, not to exceed $135 per night including applicable taxes or other tariffs. The Service Provider agrees to pursue corporate or special rates at local hotels.

6.3.1.5 Rental Cars

Rental cars will be used for local travel at the destination city and the associated expenses (including fuel) shall be recoverable and reimbursable.

Should two (2) to three (3) Service Provider Personnel travel to the destination city, a rental car shall be shared whenever travel and work schedules permit. Should four (4) to seven (7) employees travel to the destination city, two rental cars shall be shared, and reimbursable. Over seven (7) personnel travelling to the destination city will be rare, and the number of rental cars will be considered on a case by case basis.

Service Provider will rent cars with unlimited mileage and will work to minimize weekly rental car costs.

6.3.1.6 Per Diem

The Customer shall reimburse the Service Provider for each full day of travel/work that the relevant Service Provider Personnel is on site with the Customer at a per diem rate of based on the amount listed on the U.S. General Services Administration web site @ http://www.gsa.gov/portal/category/100120 for rates detailed for Round Rock, TX.

As a general rule of thumb, the break-out for the meals (incidentals are factored in within these amounts) are as follows: Breakfast – 20%. Lunch – 30% and Dinner – 50%.

Per Diem charges will be invoiced without the requirement to submit meal expense receipts.

6.3.2 Invoicing Travel

Billing for travel related Expenses will be on a separate monthly invoice from the invoices from Service Provider in respect of the Services. Expenses will be charged two (2) months after the Expenses have occurred.

itineris

GEORGETOWN

7 Appendixes

Appendix	Description	File name
Appendix A	RACI model for each service	Section 6.1.1
Appendix A	Support coverage hours	Section 6.1.2
Appendix B	Summary of Services	Section 6.2.1
Appendix B	List of integrations	Section 6.2.2
Appendix C	Incident Management Process	Incident Management Process.pdf
Appendix D	Change Management Process	Change Management Process.pdf
Appendix E	Release Management Process	Release Management Process.pdf
Appendix F	Standard Catalogue	COG – Sample_Change_Request v1.0.xls

7.1 Appendix A: RACI Model / Support Coverage

7.1.1 RACI

The table below lists the tasks and responsibilities in more detail using the standard RACI model. In each Incident, following convention is used:

- R: The Party is Responsible for the execution of this task according to the method as specified in the mutual agreement.
- A: The Party is Accountable for the end-result of the task.
- C: The Party is Consulted during the task. This implies that the Party is either giving advice during the execution of the task or performs a specific part of the task as mutually agreed.
- I: The Party is (or can be) Informed of (the result of) the task.

Task	CUSTOMER	Service Provider
Incident Management		
Perform helpdesk function for end-users of the Solution, including the registration of all issues and questions of users and the communication of solutions to the end-user	AR	CI
Perform first line Incident investigation and resolution	AR	CI
Perform second line Incident investigation and resolution	I	RA
Escalate Incidents following the agreed-on procedures and templates using the Service Provider helpdesk system	AR	C
Perform third line Incident investigation and propose solutions to remedy such Incidents	CI	RA
Operate a helpdesk system for the use of the Customer Key-users to register tickets to be handled by the Service Provider	I	AR
Create problem tickets based on Incidents that are caused by a larger issue	CI	RA

itineris

GEORGETOWN TEXAS more than welcome

Create problem tickets if deemed necessary based on Incident recurrence	CI	RA
Implement proposed configuration changes based on an Incident investigation	RA	C
Implement proposed changes in system usage instructions based on an Incident investigation	AR	C
Implement any software solutions to resolve bugs in the Customer specific code and/or the Customer specific interfaces	CI	RA
Execute data corrections to resolve issues.	RA	C
Defect resolution for Incidents on a non-Production Environment Based on the following conditions: • incidents on a non-production environment are never subject to any SLA._ • by default, incidents on an non-production environment will have a low priority._	CI	RA
Minor Changes (STD Service Catalogue)		
Define STD Service catalogue	CI	AR
Approve STD Service catalogue & buy service efforts	AR	CI
Business impact analysis of the changes	CI	RA
UMAX365 system impact analysis of the changes	CI	AR
Impact analysis of the third-party peripheral systems (e.g. Ucentra, Esri etc.)	AR	CI
Perform the changes & testing within UMAX365	CI	AR
Accept the changes in different environments	AR	CI
Advice on Go/No-Go for the changes based on the result of the tests	AR	CI
Decide on the Go/No Go for the changes	AR	CI
Release, Change, Deploy and Configuration Management		
Define a yearly release schedule	CI	RA
Approve the yearly release schedule	RI	A
Propose scope of the upcoming release	CI	AR
Escalate and propose any necessary changes to the release scope	CI	AR
Accept scope of the upcoming release	AR	CI
Ensure items in scope are delivered according to the release schedule	CI	RA
Create releasenotes for each release	I	AR
Communicate availability of the different systems and environments to end-users and customers	AR	CI
Perform deploy activities for UMAX365 on the different environments	CI	RA
Perform deploy activities for Front Office on the different environments	CI	RA
Perform deploy activities for CSS, Cashiering on the different environments	CI	RA
Perform infrastructure related deploy activities on the different environments	I	RA
Implement any software solutions to provide enhancements in the Customer specific code and/or the Customer specific interfaces	C	AR
Coordinate all deploy activities on the different environments	I	RA

itineris

GEORGETOWN

Perform specific parametrization on the different environments as needed for the release scope	CI	RA
Perform specific data manipulation jobs on the different environments as needed for the release scope	CI	RA
Testing of delivered package in Service Provider Test environment	CI	AR
Perform acceptance testing on the different environments	AR	CI
Accept the release on the different environments	AR	CI
Advice on Go/No Go for the continuation of the release based on the result of the tests	AR	CI
Decide on the Go/No Go for the continuation of the release	AR	I
Communicate progress of deploy activities to the Customer key-users	I	AR
Communicate progress of deploy activities to the Customer's users and customers	AR	I
SLA Management		
Perform continuous follow up on the quality of Services delivered by the Service Provider	I	AR
Report, on a monthly basis, on the Services delivered using the Service Provider standard format	I	AR
Present the monthly service report to the Customer	I	AR
Appoint a specific person within the Service Provider as a SPOC for the Customer related to Service Delivery	I	AR
Create and maintain a single governance and escalation organization within the Service Provider to the Customer with all Services rendered to Customer	I	AR
Create and maintain a governance and escalation organization within the Customer	AR	I
Execute phase of the Operational Management (Batch & Interface)		
Perform batch scheduling and scheduling of other processes	CI	RA
Ensure that all maintenance activities of related entities are known to all parties involved	AR	CI
Perform daily checks on the execution of the Nightly batch job & interfaces on Business Days	I	RA
Assess all deviations from normal processing[1] during the daily check	I	RA
Report on all deviations from normal processing during the daily check		AR
Evaluate issues related deviations from normal processing and propose solutions for resolving the deviations	C	RA
Resolve any issues related deviations that occur during normal processing	I	RA
Evaluate all business-related deviations from normal processing and propose solutions for resolving the deviations	AR	CI
Resolve any business-related deviations that occur during normal processing	AR	I
Evaluate all infrastructure related deviations from normal processing and propose solutions for resolving the deviations	CI	RA
Business Reconciliation and data validation	AR	CI

Normal processing is processing where results of the processing both with regard to number and type of errors and to duration of the processing are within acceptable boundaries from a historical perspective or as can be expected based on system load

itineris

GEORGETOWN TEXAS more than welcome

Report interface reconciliation related issues	CI	AR
Resolve & Reconciliation interface related issues within UMAX365	CI	AR
Resolve & Reconciliation interface related issues within third parties	AR	CI
Plan, run and follow up on manual bulk processing	AR	
Performance & Availability Management		
Monitor the performance & availability of the application and database (SQL-Server) in the production environment through automated job	CI	AR
Communication alerts need to be sent when the application & database has failed P&A.	CI	AR
Identify areas of poor application/program, database performance (e.g. long running quires, DB growth etc.)	CI	AR
Resolve poor application/program, database performance	CI	AR
Hardware & OS level issues & remediation	CI	AR
RCA for recurring issues	CI	AR
Monthly status reporting & recommendations for improvement, if any	CI	AR
Planning and design of connectivity changes to datacenter	RA	I
Provisioning and monthly recurring cost of on-premises physical equipment	RA	I
Configuration and management of on-premises physical equipment	RA	I
Configuration and management of on-premises logical setup	AR	I
Provisioning and monthly recurring cost of data center physical equipment	I	RA
Configuration and management of the data center's physical equipment	I	RA
Planning and design of virtual network within the datacenter	I	RA
Configuration and management of the data center's virtual network setup	I	RA
Performance monitoring and maintenance of network up to the point of demarcation	RA	I
Performance monitoring and maintenance within the datacenter	I	RA
Security Management up to the point of demarcation (vulnerability scanning, penetration testing, remediation's, and SOC security event monitoring)	RA	I
Security Management within the datacenter (vulnerability scanning, penetration testing, remediation's, and SOC security event monitoring)	I	RA
Regression testing		
Modifying & maintaining the existing regression test cases as and when required due to delivered changes	CI	AR
Identifying the regression test scenarios and selecting the appropriate test cases for each release	CI	AR
Execution of identified regression test cases for each release	CI	AR
Resolution of regression test defect	CI	AR
Regression test report summary	CI	AR
Continuity Management		
Schedule, perform and monitor backups at defined intervals	CI	AR

itineris

GEORGETOWN TEXAS more than welcome

Perform data restore / data recovery, as required	I	AR
Manage and support the backup hardware library platforms	I	AR
Maintain and support backup subsystem software components on servers (e.g. patches and software upgrades)	CI	AR
Maintain and manage Disaster Recovery Plan on the infrastructure layer	CI	AR
Collect metrics, produce reports on backup timeliness, success rate, missed files, restore requests, and restore timing, etc.	CI	AR
System & Infrastructure Management		
Maintain & administer hardware/server infrastructure, troubleshoot and support hardware/server infrastructure	I	AR
Maintain and administer server Operating System (OS) configuration, maintain level of Operating System components (e.g. patches, service packs, upgrades) according to reasonable standards following the Change Management Process, troubleshoot and support server OS	I	AR
Maintain and administer software/application configuration, maintain level of software/application with current, new, and updated components (e.g. patches, service packs, upgrades) according to reasonable standards following the Change Management Process, troubleshoot and support software/application	I	AR
Monitor, manage, and report on the performance of the Software as a Service environment.	I	AR
Maintain capacity plan based on requirements (e.g. users, new apps. etc.)	C	AR
Perform trend analysis as input to capacity forecasting.	C	AR
Monitor online performance of all in-scope environments and take appropriate action to address performance issues.	I	AR
Perform Software as a Service performance tuning to achieve agreed on performance.	I	AR
Manage and administer the Database environment.	I	AR
Maintain and administer the Database and object configuration, manage utilization and capacity of the Database according to reasonable standards following the Change Management Process, troubleshoot and support the Database.	CI	AR
Receive and evaluate manufacturer provided DBMS patches, updates, upgrades, and prioritize as appropriate for implementation within documented severity time frames following the Change Management Process.	CI	AR
Perform database object and software tuning to achieve agreed on performance	I	AR
Implement security administration requests in accordance with approved processes.	I	AR
Perform user moves, adds, changes, and deletions per approved processes and procedures.	RA	I
Administer application security (i.e., end user authorization files, profile moves/adds/changes/deletes database security ids, forms).	RA	CI
Report security incidents on the Software or the SaaS platform	I	RA

itineris

GEORGETOWN

Report security incidents on infrastructure and systems owned, used or operated by the Customer (excluding the Software) that might impact security on the Software or the SaaS platform	RA	I
Maintain and support firewall subsystem software components (e.g. patches and software upgrades).	I	RA
Monitor virus/security alerts and vulnerabilities from manufacturers specific to the UMAX365 system and determine appropriate action per procedure.	I	RA
Monitor virus/security alerts and vulnerabilities from manufacturers for Client specific systems and determine appropriate action per procedure.	RA	I
Ensure compliance with generally accepted PCI standards in order to help protect sensitive customer information, including masking of credit/bank account numbers and social security numbers.	CI	RA
Perform 24x7x365 monitoring of the datacenter Local Area Network (LAN) for the Software as a Service environment for satisfactory operation.	I	RA
Perform 24x7x365 monitoring of the inter-datacenter connections Wide Area Network (WAN) for the Software as a Service environment for satisfactory operation.	I	RA
Procure, provision and manage required network connectivity to the data center	RA	I
Manage the non-physical configuration of the network as required to operate the Software in the datacenter	I	RA
Notification to designated Service Provider representative(s) of service interruption in the Customers network connectivity	RA	I
Notification to designated Customer representative(s) of service interruption at the datacenter	I	RA
Network and connectivity: - All connectivity between the UMAX365 Cloud and the Client offices will be provided by Client with assistance from Service Provide - Switching hardware and connectivity at the Client's offices will provided by Customer - All IP addressing and IP schema is the responsibility of Customer - Itineris employees have remote access to Client network (VPN) or Other - Support the Design, implementation and maintenance of the secure network in Azure is responsibility of the Client	RA	I
Network and connectivity: - All connectivity between the UMAX365 Cloud and the Client offices will be provided by Client with assistance from Service Provider - Responsible for the Design, implementation and maintenance of the secure network in Azure is responsibility of the Service Provider, with approval from Client.	I	RA
Customer provides Active Directory Federation Services (ADFS) servers for authentication. Customer is responsible for setting up synchronization between their OnPrem ADFS and Azure AD.	RA	I

itineris

GEORGETOWN TEXAS more than welcome

7.1.2 Support Coverage

Service Provider Team shall use its best efforts to provide support to the Customer's business during the below time zone.

Business Days	Start	End
[illegible]	[illegible]	[illegible]

COG might request additional support to receive an exceptional quick resolution beyond the Hours of Coverage and Days of Coverage for Major and Critical Incidents (as defined in the table above in 7.1.2 This can be done under the following conditions:

- The request needs to be submitted by GUS before 5:00 PM of the Day of Coverage; and
- Request needs to be registered through the agreed Ticketing system;
- Supplemental cost for each event is at an hourly rate equivalent to 150% of the Standard Service Rate as agreed under the Agreement.

7.2 Appendix B: Service Levels / Integration List

7.2.1 Service Levels

Summary of the Services:

Service Level Names	In Scope
L2 Support	Yes
L3 Support (UMAX365 Product issue resolution)	Yes
L3 Support (MS AX2012)	Yes
Custom component + Interface developed by the Service Provider (Maintenance & Support)	Yes
Problem Management	Yes
Minor Changes (max 36-person days of effort in a year)	Yes
Release, Change, Deploy and Configuration Management (ACCEPT & PROD)	Yes
Regression testing	Yes
Batch & Interface Management	Yes
SLA Management	Yes
Availability & continuity and Capacity management	Yes
System & Infrastructure management	Yes

Find below the list which are supported by application Support Team.

itineris

GEORGETOWN TEXAS more than welcome

Applications	UMAX365 CIS, CSS, Front Office, Paymentus, Cashiering (Mazik)
Version	UMAX365
# of Customers (Accounts)	< than 65,000
# of COG Users	< than 50
# of Interfaces	Information is given below in section 6.2.2

7.2.2 Integration List

Interface
Texas Disposal System
Export customer information
uCentra
Export customers
Export billing history
Export meters
Remote Connect/Disconnect meters
Read request through Itron MVRS file format
Esri
Import addresses
Export premises and services (+ attributes)
Import Premises Attributes
Import Service Attributes
FO>ESRI Map
Dataprose
Create/Export Zip file
Upload Zip File
Infor Service orders
Create a work order in Infor
Get work orders ON HOLD in Infor
Cancel a work order in Infor
Get work orders Completed in infor
Milsoft - Export customer, Service, meter and DNP Information
Export Disconnect for Non-Pay (DNP)7Export Customer, Service and Meter information
Cisco - FO IVR Integration
IVR-FO integration
Paymentus Integration
Export CIF file
Export Broadcasts
Wells Fargo
Import payment files from Wells Fargo
HES
Marriage file export
CSII
Send file to external collection agency
Workday
Financial integration

itineris

GEORGETOWN TEXAS more than welcome

7.3 Appendix C: Incident Management Process

Incident Management Process

7.4 Appendix D: Change Management Process

Change Management Process

7.5 Appendix E: Release Management Process

Release Management Process

7.6 Appendix F: Standard Catalogue

GUS - STD Service Catalog_v1.xlsx

8 Approvals

Item #	City of Georgetown	City of Georgetown	Itineris
Name	Cindy Pospisil	Josh Schroeder	Hans Dekeyser
Role	Customer Business Contact	Mayor	General Manager
Signature	Cindy Pospisil		DocuSigned by: Hans Dekeyser 3508EC980230404
Date	9/26/23	September 26, 2023	9/25/2023

Customer signature serves as an acceptance of the budget amount listed above as it relates to the description of work contained in this Statement of Work. Your signature also indicates you have reviewed and agree to the scope of work as detailed in any accompanying enclosures or attachments.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Manry & Heston, Inc
P.O. Box 49607
Atlanta GA 30359

CONTACT NAME: Patrick Phillips
PHONE (A/C, No, Ext): (770) 939-3231 FAX (A/C, No): (770) 939-8978
E-MAIL ADDRESS: pphillips@manryheston.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Sentinel Insurance Company LTD	11000
INSURER B :	Hfd Rated by Multiple Co	00914
INSURER C :	Houston Casualty Company	42374
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Itineris NA, Inc
Po Box 680451
Marietta GA 30068

COVERAGES **CERTIFICATE NUMBER:** 22-23 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			20SBAIT3196	10/26/2022	10/26/2023	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			20SBAIT3196	10/26/2022	10/26/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			20SBAIT3196	10/26/2022	10/26/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		20WECAG6556	10/26/2022	10/26/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability & Cyber Liability			12915905	10/26/2022	10/26/2023	*Each Claim*	*$2,000,000*
							Aggregate	$3,000,000
							Policy Aggregate	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Edgard Vermeersch is excluded from Workers' Compensation coverage.
"THIS CERTIFICATE OF INSURANCE REPRESENTS COVERAGE CURRENTLY IN EFFECT AND MAY OR MAY NOT BE IN COMPLIANCE WITH ANY WRITTEN CONTRACT."

CERTIFICATE HOLDER
CITY OF GEORGETOWN, TX
300-1 Industrial Ave
GEORGETOWN TX 78626

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 00009178

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Manry & Heston, Inc	Itineris Na, Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

SS 04 33 04 05-Amendment-Aggregate Limits (Per Project); SS 00 08 04 05-Business Liability Coverage Form; SS 12 15 03 00-Waiver of Subrogation; SS 12 23 06 11-Notice of Cancellation to Certificate Holder(s); SX 80 02 04 05-Umbrella Liability Provisions; TCO 1000 (5.2000)- TechGuard Cyber Liability Insurance.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CONTRACT ROUTING FORM

Contract No. INA-23-001 Project No._____ Bid No._____ RFP No. 201547

☐ New Contract ☐ Renewal ☒ Change Order ☐ Amendment ☐ Assignment ☐ Other

NAME OF CONTRACTOR: Itineris North America

CONTRACT DESCRIPTION: Scope of Work for Data Hub and Wrong Day Irrigation Project 17-0064-MSA (RFP 201547)

CONTRACT VALUE: $325,000.00 ($181.5k implementation + $143.5k annual recurring costs)

GL ACCOUNT NO:

GRANT FUNDED: ☒ NO ☐ YES If YES, Grant No.

SIGNATURES RECOMMENDING APPROVAL

Conner McGowan — 12/6/2022
PURCHASING/CONTRACT COORDINATOR — DATE

Skye Masson
LEGAL DEPARTMENT — DATE

DIRECTOR ADMINISTERING CONTRACT (greater than $10,000) — DATE

APPROVED and EXECUTED

DIRECTOR ADMINISTERING CONTRACT ($10,000 or less) — DATE

CITY MANAGER/ASST CITY MANAGER ($50,000 or less) — DATE

Kelly Denmore — 12/13/2022
MAYOR/CITY SECRETARY ATTESTS (if applicable) — DATE

FINAL PROCESSING

12-14-22
PURCHASING — DATE

for Purchasing Use Only	*For City Secretary Use Only*
Insurance Certificates:on file	Originals sent to CSO:
Performance Bond:N/A	Scanned into Laserfiche/Global:
Payment Bond: N/A	Council Date: 12/13/2022 Item No.: 5.L
Form 1295: 2022-958293	

DocuSign Envelope ID: AFCC3A54-7A95-4C87-96BD-FA6587DB4624

Statement of Work

COG – ITINERIS – Data Hub and Wrong day irrigation project

October 26th, 2022

This Statement of Work ("SOW") dated [November 21st, 2022] outlines the work required to implement the Data Hub project. It lays out the terms and conditions between the City of Georgetown Utility Systems ("you" or "COG") and between Itineris NA, Inc. ("we" or "Itineris), collectively referred to as the "Parties".

1 General ..... Error! Bookmark not defined.
1.1 Content 3
1.2 Version history 3
1.3 Approval and signature 3
2 Project Definition 4
2.1 Overview 4
2.2 Objective 4
2.3 Scope 4
2.3.1 Phase 1 – Wrong day irrigation 4
2.3.2 Phase 2 – UMAX & CSS 365 integration 5
3 High Level Project Planning 6
3.1 Phase 1 – Wrong day irrigation 6
3.2 Phase 2 – UMAX & CSS 365 integration 6
4 Project 6
4.1 Project Phases & Responsibilities 6
4.1.1 Phase 1 – Wrong day irrigation 6
4.1.2 Phase 2 – UMAX & CSS 365 integration 6
5 Project Deliverables 7
5.1 Deliverables 7
5.1.1 Phase 1 – Wrong day irrigation 7
5.1.2 Phase 2 – UMAX & CSS 365 integration 7
5.2 Testing Entry/exit criteria 8
5.3 Testing/Entry-criteria 8
5.3.1 Phase 1 – Wrong day irrigation testing criteria 8
5.3.2 Phase 2 – UMAX & CIS 365 integration entry/testing criteria 9
5.4 Exit-criteria 9
6 Financials 10
6.1 Data Hub and Wrong day irrigation project 10
6.2 Payment schedule 11
6.2.1 Implementation 11
6.2.2 Recurring 11
6.3 Invoice and Payments 11
6.4 Travel and Expense Guidelines 11
7 Assumptions 12

Internal

1 General

1.1 Content

THIS STATEMENT OF WORK (the "Agreement made as of November 21st, 2022 (the "Execution Date"), is entered by and between:

Itineris North America Inc., with its principal place of business located at PO Box 680451, Marietta, Georgia, 30068, United States of America, represented hereafter referred to as "Itineris",

AND

City of Georgetown, a Texas-home rule municipality with its principal place of business located at PO box 409 Georgetown, Texas, 78627, United States of America, represented by hereafter referred to as "the client",

WHEREAS Itineris and the client have entered into a framework agreement on the 24th of May 2016 with Addendum from 21st of August 2021 (Hereafter referred to as the "Framework Agreement"); and

WHEREAS, pursuant to the Framework Agreement, Itineris has agreed to perform certain services for the client (hereafter referred to as "Services") under the terms and conditions of said Framework Agreement and in accordance with Statements of Work from time to time entered into by the Parties, and Itineris and the client now desire to enter into such a Statement of Work. This agreement follows the terms and conditions of the Framework Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree, as follows:

1.2 Version history

Date	Version	Author	Description of modifications
10/26/2022	0.1	Stefaan Dhaenens	First draft
12/2/2022	0.2	Caroline Stewart	§ 1.3, § 5.3.2.2

1.3 Approval and signature

This SOW is agreed to and accepted to by the Parties on the date set forth in the signature page following this SOW.

2 Project Definition

2.1 Overview

The City of Georgetown (CoG) wants to automate the detection and follow-up of wrong day irrigation (Phase 1) and integrate water conservation insights with interval data in the UMAX Customer Self Service portal (Phase 2).

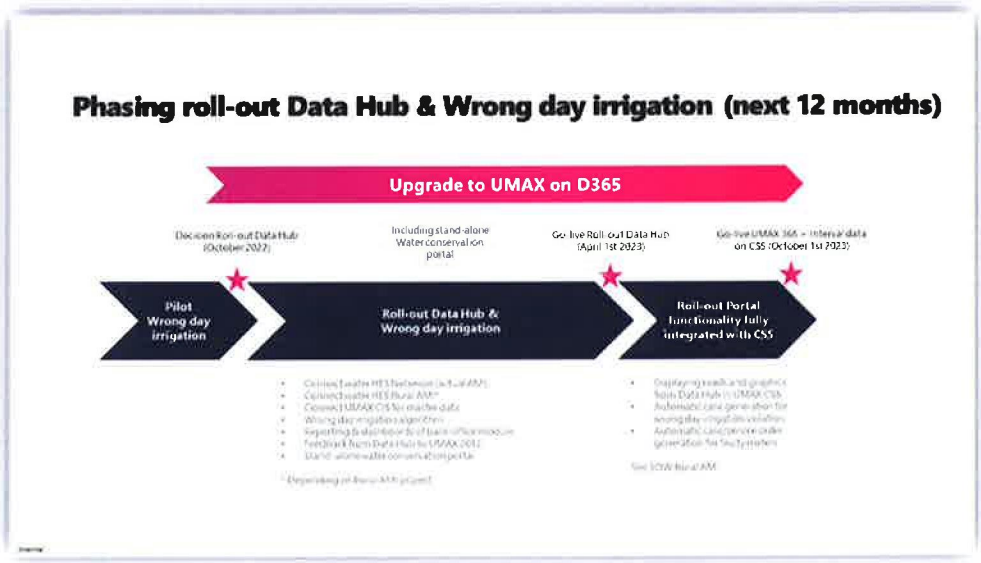
The scope for the two phases of the Data Hub and Wrong day irrigation project is described in the section below.

2.2 Objective

The purpose of this document is to define the approach, scope, timelines, responsibilities, and its deliverables.

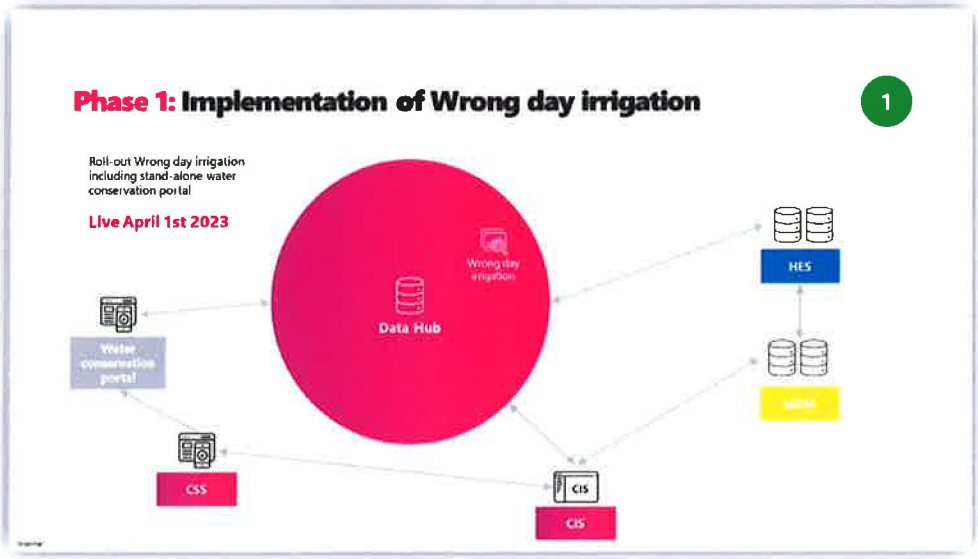
The scope of this document sets forth the implementation services of Itineris and its subcontractors.

2.3 Scope



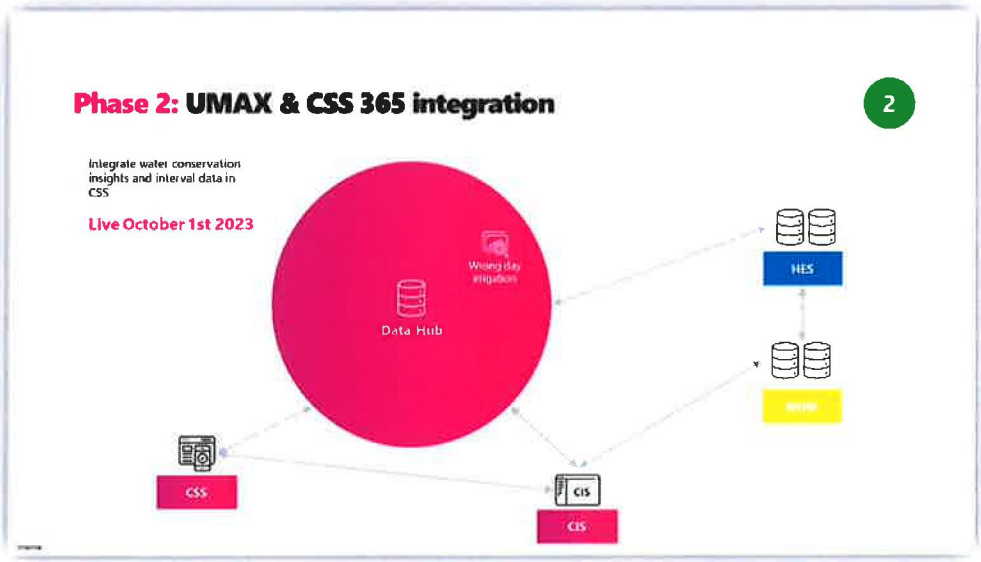
2.3.1 Phase 1 – Wrong day irrigation

In the first phase of the project, the UMAX Data Hub will be connected with both UMAX CIS and the head-end systems for all AMI water meters. The wrong day irrigation algorithm will be applied to detect possible violators and trigger two events: the creation of a case in UMAX 2012 and generate the appropriate courtesy or violation letters to be sent to those violators.



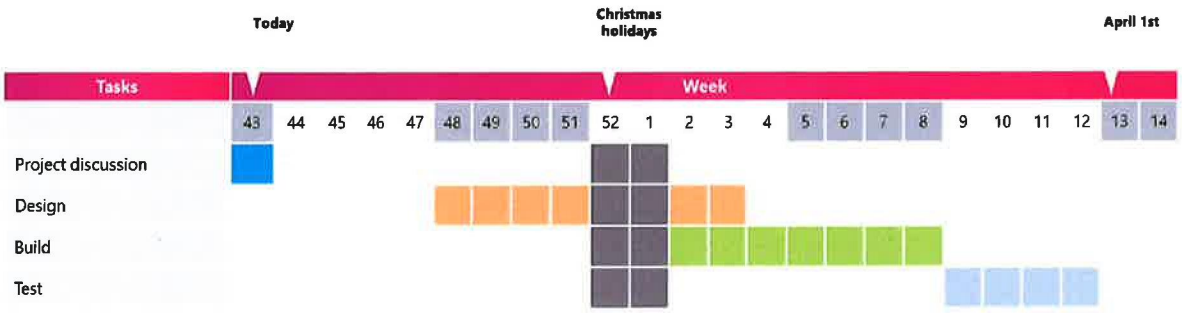
2.3.2 Phase 2 – UMAX & CSS 365 integration

In the second phase, when UMAX 365 goes live (target date October 1st, 2023), the UMAX Data Hub will collect "reads and warnings" from both head-end systems and relay the read information to both CSS and UMAX. COG customers will be able to view their consumption and billing information in one single system, regardless of the head-end/MDM system. The Data Hub will also create warnings for wrong day irrigations which will trigger a case creation (and case flow) in UMAX. Additionally, the Data Hub will generate warnings for faulty meters and the communication to the customers.



3 High Level Project Planning

The preliminary planning for Phase 1 is as follows:



The project plan assumes a fully executed SOW by December 5th, 2022 and ongoing timely responses and testing from both parties.

3.1 Phase 1 – Wrong day irrigation

Expected go live: 4/1/2023

3.2 Phase 2 – UMAX & CSS 365 integration

Itineris will deliver the integration of the UMAX Data Hub with UMAX & CSS 365 with the Go-Live of the UMAX 365 Upgrade project (target date October 1st, 2023).

4 Project

4.1 Project Phases & Responsibilities

4.1.1 Phase 1 – Wrong day irrigation

Itineris will implement the UMAX Data Hub and integrate with the head-end systems. Both HES providers must provide the necessary documentation on how to retrieve respective interval data from their systems prior to December 31st 2022 in order to be able to maintain the Phase 1 timeline.

CoG will perform user acceptance testing (UAT) with the support of Itineris.

4.1.2 Phase 2 – UMAX & CSS 365 integration

Itineris will implement the interface to UMAX CIS and CSS 365.

5 Project Deliverables

5.1 Deliverables

5.1.1 Phase 1 – Wrong day irrigation

Project item	Data Hub	Wrong day irrigation
Design phase	• Designing the overall solution: data flows, user management, security, architecture, reports • Two on-site workshops	• Designing the specific solution for this use case: alerts, schedules, dashboards, reports, exports • Two on-site workshops
Data Model & Master Data	• Configuration of sites, sources, users and the relevant information to be synched from UMAX • Two on-site workshops	• Configuration of specific entities, fields and integrations for this use case • Two on-site workshops
Data Quality	• Implementation of data quality validations • Implementation of algorithms for any data source	
Integration HESs	• Integration of the Netsense HES and the Rural HES	
UMAX interaction		• Integration of process and interaction between Data Hub and UMAX on violations and letter sequence follow-up (UMAX 2012) • Automatic case generation for wrong day irrigation violation (UMAX 2012)
Water conservation portal		• Adoption testing for customer engagement on selected control group and randomized controlled trial

5.1.2 Phase 2 – UMAX & CSS 365 integration

Project item	Data Hub & Wrong day irrigation
CSS interaction	• Displaying reads/read information (graphics) in CSS 365 for both head end systems

	• Capture meter warnings and automatically generate cases/service orders (and communicate to the customer through the case status flows) in case of faulty meters in UMAX 365 • Display irrigation violation warnings in CSS 365 • Sent warning event to UMAX 365 for irrigation violations and automatically generate a case (which can be configured to send out a communication to the customer automatically). • Integration of the electricity head end systems

5.2 Testing Entry/exit criteria

5.2.1.1 Define issue severity

Define the level of each severity to be used as part of acceptance criteria for the phases of the project.

Severity Level	Severity Description	Example
High	• Defect prevents CoG from rendering critical business services accurately to its employees and Customers. • No work-around, as acceptable to the <<project leadership team>> is available and service cannot be rendered until the defect is resolved.	Failure to convert a group of customers prevents CoG from billing the customers.
Medium	• Defect prevents CoG from rendering critical business services accurately to its employees and customers. • An acceptable workaround was provided and approved by the <<project leadership team>>.	A status transition on the move does not happen automatically. A batch is configured to execute the transition every 10 minutes.
Low	Defect does not prevent current services from being rendered accurately by CoG to its employees and customers.	An address is updating incorrectly on a premises.

5.2.1.2 Define acceptance criteria

The acceptance criteria are the exit-criteria of the different Phases. The entry-criteria for the different phases are listed in this section as well.

5.3 Testing/Entry-criteria

5.3.1 Phase 1 – Wrong day irrigation testing criteria

5.3.1.1 Sync master data from UMAX CIS with UMAX Data Hub

Master data from UMAX CIS can be successfully synced with UMAX Data Hub. Sites and sources are created and updated correctly in UMAX Data Hub.

5.3.1.2 Import meter interval data from head-end systems

Meter interval data is periodically successfully imported from the head-end systems into the UMAX Data Hub.

5.3.1.3 Validate quality of data coming from head-end systems

Meter interval data is successfully validated on data quality: both data loss as well as data gaps are detected.

5.3.1.4 Apply wrong day irrigation algorithms on water interval data

Wrong day irrigation detection is successfully applied on water meter data according to appropriate watering schedule and alerts are generated.

5.3.1.5 Integration with UMAX CIS 2012

Cases are successfully created in UMAX CIS 2012 based on wrong day irrigation detection alerts coming from UMAX Data Hub. The case status flow communicates to the customer.

5.3.2 Phase 2 – UMAX & CIS 365 integration entry/testing criteria

5.3.2.1 Entry criteria Phase 2

1. All deliverables from Phase 1 are completed.

5.3.2.2 Testing criteria

- Water customer logs in and is able to see read information in UMAX CSS 365
- Electric customer logs in and is able to see their read information in UMAX CSS 365
- Automatic notifications from the Data Hub:
    - An irrigation violation automatically generates a case in UMAX 2012 and UMAX 365
    - Faulty meter notifications automatically generate a case in UMAX 365
    - The case status flow communicates to the customer.
    - The faulty meter case automatically generates a service order.

5.4 Exit-criteria

Criteria meting	Phase 1	Phase 2	Phase 3	Operations phase
Functional issues	< 1 Medium	< 5 High <5 Medium	< 1 High < 4 Medium	
Code issues	< 1 Medium	< 5 High <5 Medium	< 1 High < 4 Medium	
Configuration issues	< 1 Medium	< 5 High <5 Medium	< 1 High < 4 Medium	
Interface issues		< 5 High <5 Medium	< 1 High < 4 Medium	

Internal

6 Financials

This Statement of Work is hereby expressly incorporated by reference into and made a part of the Framework Agreement. In the event of a conflict between the terms and conditions of the Framework Agreement and this Statement of Work, the terms of the Framework Agreement shall take precedence and control. In the event of a conflict between the terms and conditions of this Statement of Work and any related exhibits, attachments, or proposals, the terms of this Statement of Work shall take precedence and control over those of the exhibit, attachment, or proposal hereto.

Recurring fees and subscriptions will commence upon completion of Phase 1 on April 1st, 2023, and continue for two (2) consecutive years with an annual increase of no more than 3% to accommodate an average cost of living increase.

6.1 Data Hub and Wrong day irrigation project

The implementation cost and recurring cost for 55K meters is presented below:

	Data Hub	Wrong day irrigation	Total
(Phase 1) Proof of concept	0K	49.9K	**49.9K**
(Phase 1) Design phase	10K	10K	**20K**
(Phase 1) Data Model & Master Data	15K	15K	**30K**
(Phase 1) Data Quality	12K	0	**12K**
(Phase 1) Integration HESs	20K	0	**20K**
(Phase 1) Water conservation portal	0	31K	**31K**
(Phase 1) UMAX interaction 2012	0	21K	**21K**
(Phase 2) UMAX & CSS interaction 365	63K	0K	**63K**
Implementation cost ($)	120K	126.9K	**246.9K**
50% discount on Water conservation portal	0	(15.5K)	**(15.5K)**
Pilot project investment ($)	0	(49.9K)	**(49.9K)**
Implementation cost ($)	**120K**	**61.5K**	**181.5K**
Data Hub License	100.8K	0	**100.8K**
Data Hub Maintenance & Monitoring	14.4K	0	**14.4K**
Algorithm License	0	20.2K	**20.2K**
Algorithm Maintenance & Monitoring	0	8.1K	**8.1K**
Recurring cost ($ per year)	**115.2K**	**28.3K**	**143.5K**

In case more than 55K meters are integrated into the Data Hub,

- the Data Hub license is priced as below:

	Unit	Data Hub License per year
0 – 55K meters	Fixed	100.8K
55K – 100K meters	$/meter	1.4

- the Wrong day irrigation algorithm license is priced as below:

Internal

	Unit	Data Hub License per year
0 – 55K meters	Fixed	20.2K
55K – 100K meters	$/meter	0.3

Additional requests outside the scope of this project will be charged on time and material basis at the appropriate day rates in the Framework agreement.

6.2 Payment schedule

6.2.1 Implementation

Project phase	Milestone	Amount	%
On signature	Signed SOW	$27,225.00	15%
At delivery of Phase 1	All deliverables from Phase 1 in production and tested	$100,725.00	85% of Phase 1
At delivery of Phase 2	All deliverables from Phase 2 in production and tested	$53,550.00	85% of Phase 2
Total amount		**$181,500.00**	

6.2.2 Recurring

At delivery of Phase 1, the recurring cost is invoiced annually, based the number of meters integrated into the Data Hub. Yearly the number of active meters will be verified and if necessary, the recurring cost will be adjusted.

6.3 Invoice and Payments

Invoice and payments in the amounts identified in the Pricing Schedule A, shall be payable when (i) the Customer accepts the respective Deliverable and the completed milestone or (ii) the Parties agree in mutual consent to move to the next phase of the Project without formal Acceptance of all Deliverables of the previous phase.

Payments are due 45 days following invoicing. The total cost to the Customer for the performance of the tasks contained in this SOW and project schedule shall not exceed the amount shown (excluding estimated travel costs), except in the case that executed Change Orders by the Customer have been approved and executed.

Monetary change requests will be executed after the return of a signed Change Order and an initial payment of 25% of the total charges will be due based on acceptance of the deliverable of the design for the change. The remaining 75% will be billable upon completion and acceptance of the change by Customer.

6.4 Travel and Expense Guidelines

No travel is expected. If travel should occur, the terms of the framework agreement apply.

7 Assumptions

The following assumptions are provided with respect to the scope of work and pricing provided in this proposal.

#	Track	Assumption
1.	Phase 1	For the timely delivery of Phase 1 and 2, Itineris requires timely responses from the vendors of the head-end systems. I.e. expected testing completed no later than 3 weeks after the functionality is delivered.
2.	Phase 2	The delivery of Phase 2 depends on the progress and effective go-live of the upgrade project to UMAX 365.

Table 1: Assumptions

[signature page to follow]

THE CITY OF GEORGETOWN

Signature:
Name: Josh Schroeder
Title: Mayor
Date: December 13, 2022

ITINERIS NA, INC.

DocuSigned by:
Hans Dekeyser
35B0FC93023D4D4...

Signature:
Name: Hans Dekeyser
Title: General Manager
Date: December 3, 2022

ATTEST:

Robyn Densmore, City Secretary

Approved as to form:

Skye Masson, City Attorney

November 24, 2022

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

VIA E-MAIL
laurie.brewer@georgetown.org

RE: Wrong Day Irrigation Project

To Whom It May Concern:

Itineris is the sole source provider of its proprietary software, UMAX®. Also, Itineris is the sole source provider of a software solution to integrate with mobile smart devices to detect wrong day irrigation by consumers. As such, Itineris is in a unique position to be the sole source provider for the Wrong Day Irrigation Project to detect via proprietary algorithms in its software solution to monitor consumer water usage for City policy compliance and to trigger corrective actions in the UMAX® software.

If you should require further information, please do not hesitate to let us know.

Sincerely,

ITINERIS NA, INC.

Laura Blackwell
Accounting Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Itineris NA, Inc
Atlanta, GA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Georgetown Utility Systems

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23-0068-MSA
Data Hub project for wrong day irrigation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is John Beddingfield, and my date of birth is 04/14/1972.

My address is 310 Tiger Lily Ct (street), Marietta (city), GA (state), 30067 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cobb County, State of Georgia, on the 23 day of November (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Final Project and Financing Plan and the Amended and Restated TIF Zone Number Six Infrastructure Reimbursement Agreement for North Georgetown TIRZ

SUGGESTED ACTION:
Consideration and possible action to approve the Amended and Restated TIF Zone Number Six Infrastructure Reimbursement Agreement by and among the City of Georgetown, the Board of Directors of the City of Georgetown Tax Increment Financing Zone Number Six and JSACQ/Georgetown, LP -- Cameron Goodman, Director of Economic Development

ITEM SUMMARY:
This item would amend the previously approved TIF Zone #6 Reimbursement Agreement with JSACQ/Georgetown, LP which was approved in December 2021. The agreement provides reimbursement of up to $9.6 million towards eligible infrastructure which is defined as the Dry Berry Creek Interceptor project which involves extending a 36-inch sanitary sewer line approximately 12,000 linear feet.

The original reimbursement agreement approved in December 2021 provided a total reimbursement of $8.5 million. The initial infrastructure costs estimated costs of the infrastructure project escalated by more than $5 million to a total of more than $15 million between when the first agreement was completed and the commencement of the construction for the infrastructure project began. This amendment provides a $1.1 million increase to the total maximum reimbursement amount which is capped at $9.6 million. This reimbursement is paid by the increased property values generated by this specific project itself as property values increase due to the increased investment in the project.

The developer, JSACQ/Georgetown, LP will be required to complete the construction of the infrastructure project in addition to spending a minimum of $24 million and developing a minimum of 400,000 square feet of speculative industrial space.

The infrastructure improvement will allow for the future development of over 1,000 additional acres to the north and west of the CrossPoint Business Park development and will allow for additional economic growth of the city.

FINANCIAL IMPACT:
Annual payment to Company for Eligible Costs for the Infrastructure will be from the Tax Increment Fund beginning with the first Annual Payment Date. The Maximum Reimbursement Amount will be the cumulative payment of the Reimbursement Payments in the amount of the lesser of: Eligible Costs actually incurred and paid by Company for the Infrastructure as verified by City; or the sum of Nine Million Six Hundred Thousand and No/100 Dollars ($9,600,000.00).

SUBMITTED BY:

Shelly Sommerfeld, Economic Development plus

ATTACHMENTS:
Georgetown JSACQ Amended & Restated TIF Zone 6 Infrastructure Reimbursement Agreement 4868-2083-2953 v.1.pdf

STATE OF TEXAS	§	**AMENDED AND RESTATED**
	§	**TIF ZONE NUMBER SIX INFRASTRUCTURE**
COUNTY OF WILLIAMSON	§	**REIMBURSEMENT AGREEMENT**

This Amended and Restated Infrastructure Reimbursement Agreement (this "Agreement") is made by and among the City of Georgetown, a Texas municipal corporation (the "City"), the Board of Directors of the City of Georgetown Tax Increment Financing Zone Number Six (the "Board") and JSACQ / Georgetown, LP, a Texas limited partnership ("Company"), acting by and through their respective authorized officers or general partner.

W I T N E S S E T H:

WHEREAS, the Parties previously entered into that certain *TIF Zone Number Six Infrastructure Reimbursement Agreement* dated January 7, 2022 (the "Original Agreement"); and

WHEREAS, the Parties desire to amend and restate the Original Agreement as set forth herein; and

WHEREAS, City has adopted an ordinance designating a certain geographical area as City of Georgetown Tax Increment Reinvestment Zone Number Six (the "Zone") in accordance with the Tax Increment Financing Act, Tax Code, Chapter 311 (the "Act") to promote development within the Zone through the use of tax increment financing; and

WHEREAS, the Act authorizes the expenditure of funds derived within a tax increment financing reinvestment zone for the payment or reimbursement of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the City that are listed in the project plan of the reinvestment zone which expenditures and monetary obligations constitute project costs as defined by the Act; and

WHEREAS, Company owns the real property generally located near the intersection of State Highway 195 and Interstate 35, in Georgetown, Texas, further described in **Exhibit "A"** (the "Land"), which Land is located within the Zone; and

WHEREAS, Company has constructed on the Land three (3) speculative industrial buildings of approximately 400,000 square feet of space, and Company intends that at full build out of the development the Land will contain approximately 1,650,000 square feet of industrial space; and

WHEREAS, for the Land to have sanitary sewer service Company intends to design and construct approximately 12,000 linear feet of 36" sanitary sewer trunk line connecting the Land to the Dry Berry Creek Interceptor (hereinafter defined as the "Infrastructure") in accordance with the Plans and Specifications (hereinafter defined); and

WHEREAS, the Infrastructure will allow for the future development of over 1,000 additional acres to the north and west of Company's proposed development and will allow for additional economic growth of the City; and

WHEREAS, Commencement of Construction of the Infrastructure occurred in August 2025; and

WHEREAS, Company has made a Capital Investment (hereinafter defined) of at least Twenty-Four Million No/100 Dollars ($24,000,000.00) for the Project (hereinafter defined); and

WHEREAS, the contemplated Project to be developed and constructed within the Zone as set forth herein is consistent with the project and financing plan of the Zone and with encouraging development within the Zone in accordance with the purposes for its creation and applicable laws; and

WHEREAS, Company has advised City that a contributing factor that would induce Company to undertake the Project would be an agreement by the City to provide reimbursement from the Zone's tax increment fund to Company to defray Eligible Costs (hereinafter defined); and

WHEREAS, City intends to adopt an ordinance amending Ordinance No. 2021-94 adopting the Final Project and Financing Plan for the Zone, which such Final Project and Financial Plan shall include economic development programs and activities that benefit the Zone and stimulate business and commercial activity in the Zone consistent with Chapter 380 Texas Local Government Code as an authorized projects for the Zone, amending the term of the Zone so that the Zone terminates on December 31, 2042, and which amends the City's participation in the Zone (the "Zone Amendment Ordinance") and

WHEREAS, City Council has determined that allocating Zone Tax Increment (hereinafter defined) to the reimbursement of Eligible Costs for the Infrastructure (hereinafter defined as the 'Reimbursement Payments") and for the Annual Grants will further the objectives of the City, will benefit the City and the City's inhabitants, and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other consideration the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Annual Payment Date" shall mean the date which is thirty (30) days after receipt of a Payment Request for a Reimbursement Payment following June 1 of each calendar year during the term of this Agreement, except the first Annual Payment Date shall be

thirty (30) days after receipt of the Payment Request following June 1 of the calendar year following the date of Completion of Construction of the Infrastructure; and the last Annual Payment Date for the Reimbursement Payments shall be thirty (30) days after receipt of a Payment Request following June 1, 2042, for the Reimbursement Payment that includes the 2042 Tax Increment for Eligible Costs.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Board" shall mean the Board of Directors of the Zone.

"Capital Investment" shall mean the total costs incurred and paid by Company for the design and construction of the Project.

"Captured Appraised Value" shall mean the total taxable value of all real property taxable by a Taxing Unit and located in the Zone for the year less the Tax Increment Base of the Taxing Unit.

"City" shall mean the City of Georgetown, Texas, acting by and through its City Manager.

"Commencement of Construction" shall mean: (A) with respect to the Infrastructure that: (i) the Plans and Specifications have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Infrastructure; and (ii) all necessary permits for the construction of the Infrastructure and Phase 1 Improvements pursuant to the Plans and Specifications have been issued by all the applicable governmental authorities; and (iii) clearing and/or grading of the Land has commenced; and (B) with respect to the Phase 1 Improvements that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Phase 1 Improvements; (ii) all necessary permits for the construction of the Phase 1 Improvements pursuant to the plans have been issued by all the applicable governmental authorities; and (iii) clearing and/or grading of the Land has commenced for the Phase 1 Improvements.

"Company" shall mean JSACQ / Georgetown, LP, a Texas limited partnership, its successors and permitted assigns.

"Company Affiliate" shall mean any entity that is directly or indirectly controlled by or is under common control with Company.

"Completion of Construction" shall mean: (A) with respect to the Infrastructure that: (i) substantial completion of the Infrastructure, or portion thereof, has occurred in accordance with the Plans and Specifications; (ii) City has conducted the final inspection and accepted the Infrastructure, or applicable portion thereof; and (B) with respect to the Phase 1 Improvements that: (i) substantial completion of the Phase 1 Improvements has occurred; and (ii) City has issued a certificate of occupancy for the occupancy of the Phase 1 Improvements.

"Contractor" shall mean the contractor(s) or sub-contractor(s) selected by Company to construct the Infrastructure and Phase 1 Improvements.

"Effective Date" shall mean the last date of execution hereof by all Parties.

"Eligible Costs" shall mean the costs that are incurred and paid by Company for the Infrastructure and the design and construction of the Infrastructure, including but not limited to hard construction costs, engineering fees, permitting fees, testing fees, and construction management fees not to exceed three and one-half percent (3.5%) but not including interest, costs for on-site Right-of-Way located on Phase 1 or other real property owned by Company or Company Affiliate, or financing costs.

"Expiration Date" shall mean the earlier of: (i) the date of payment of the Maximum Reimbursement Amount to Company; and (ii) the date of termination of the Zone on December 31, 2042.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

"GEDCO" shall mean the Georgetown Economic Development Corporation, a Type A sales tax corporation.

"GTEC" shall mean Georgetown Transportation Enhancement Corporation, a Type B sales tax corporation.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license, and permit fees, and other charges by public or governmental authority, general and special, ordinary, and extraordinary, foreseen, and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company with respect to any property or any business owned by Company within the City.

"Infrastructure" shall mean the design and construction of approximately 12,000 linear feet of 36" sanitary sewer trunk line connecting the Land to the Dry Berry Creek Interceptor and related utilities in accordance with the Plans and Specifications approved by City.

"Land" shall mean the real property described in **Exhibit "A"**.

"Maximum Reimbursement Amount" shall mean the cumulative payment of the Reimbursement Payments in the amount of the lesser of: (i) Eligible Costs actually incurred and paid by Company for the Infrastructure as verified by City; or (ii) the sum of Nine Million Six Hundred Thousand and No/100 Dollars ($9,600,000.00).

"Participation Agreement" shall mean an agreement between City and a Taxing Unit for the Taxing Unit to contribute Tax Increment to the Tax Increment Fund.

"Party" means Company, Board or City.

"Parties" means City, Board and Company, collectively.

"Payment Request" shall mean a written request from the Company to City for an annual Reimbursement Payment accompanied by: (i) copies of invoices, bills, receipts and such other information as may be reasonably requested by City to document the costs incurred and paid by Company for Eligible Costs for the Infrastructure; and (ii) satisfactory written proof that all amounts owing to contractors and subcontractors for the Infrastructure have been paid in full evidenced by the customary affidavits executed by Company and/or its contractors.

"Plans and Specifications" shall mean the plans and specifications prepared by the Project Engineer for the Infrastructure as approved by the City Manager, or designee.

"Phase 1" shall mean that portion of the Land upon which the Phase 1 Improvements shall be constructed.

"Phase 1 Improvements" shall mean three (3) speculative industrial buildings containing collectively approximately 400,000 square feet of space constructed on Phase 1, and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by Company with City, from time to time, to obtain a building permit(s).

"Project" shall collectively mean the Phase 1 Improvements and the Infrastructure.

"Project Plan" shall mean the final financing and project plan for the Zone approved by the City and the Board, and attached to the Zone Amendment Ordinance, as amended.

"Protest Property" is defined Section 4.1 (d).

"Reimbursement Payment(s)" shall mean the annual payment to Company for Eligible Costs for the Infrastructure from the Tax Increment Fund beginning with the first Annual Payment Date.

"Related Agreement" shall mean any written agreement (other than this Agreement) by and between: (i) City, GEDCO and/or GTEC and the Company, or a Company Affiliate.

"Tax Increment" shall mean the total amount of property taxes assessed and collected by a Taxing Unit for the year on the Captured Appraised Value of real property taxable by such Taxing Unit and located in the Zone. The amount of Tax Increment contributed by the Taxing Unit and deposited in the Tax Increment Fund and shall be limited to any maximum amount or other terms set forth in the respective Participation Agreement of such Taxing Unit or the Zone Amendment Ordinance, in the case of City.

"Tax Increment Base" shall mean the total taxable value of all real property taxable by a Taxing Unit and located in the Zone for the year in which the Zone was designated (2021).

"Tax Increment Fund" shall mean the fund in which Tax Increment is deposited by City and any Taxing Unit for the Zone.

"Tax Protest" is defined in Section 4.1 (d).

"Taxable Value" shall mean the appraised value as certified by the appraisal district, or its successor, for a given year.

"Tax Year" shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

"Taxing Unit" shall mean City and any taxing unit that taxes real property within the Zone and enters a Participation Agreement with City to contribute Tax Increment to the Tax Increment Fund.

"Zone" shall mean City of Georgetown Tax Increment Financing Zone Number Six.

"Zone Amendment Ordinance" shall mean the ordinance approved by the City adopting the Final Project and Financing Plan for the Zone, amending the term of the Zone so that the Zone terminates on December 31, 2042, and amending the City's participation in the Zone.

"Zone Ordinance" shall mean the ordinance of City designating the Zone, as amended.

Article II
Term

This Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

Article III
Zone Project

3.1 Project Construction.

(a) Construction Schedule. Completion of Construction of the Phase I Improvements occurred on or before December 31, 2023. Company shall, subject to events of Force Majeure, cause Completion of Construction of the Infrastructure to occur on or before June 30, 2027. The City approved the Plans and Specifications for the Infrastructure on March 24, 2026, and agrees to expedite review and approval of all other inspections and approvals necessary to cause Completion of Construction of the Infrastructure to occur on or before June 30, 2027.

(b) Right-of-Way. Company shall, without additional cost to City and prior to Commencement of Construction of the Project, dedicate, or cause the owner of the necessary property to dedicate, by plat or convey by separate instrument, in form reasonably acceptable to City, any right-of-way or easements necessary for the installation, construction, use, maintenance and repair of the Infrastructure ("Right-of-Way").

(c) Project Engineer. Company has engaged the Project Engineer, who has been approved by City, to prepare the Plans and Specifications. Company's contract with the Project Engineer shall provide that the Plans and Specifications for the Infrastructure are being prepared for the benefit of City and that City (its agents and contractors) may publish, reproduce, and use the Plans and Specifications for the Infrastructure.

(d) Plans and Specifications Approval. The Parties agree that the Plans and Specifications have been approved by City.

(e) Submission of Permit Applications. Prior to Commencement of Construction of the Infrastructure, Company shall make, or cause to be made, application for any necessary permits

and approvals that are customarily required by City and any applicable governmental authorities to be issued for the construction of the Infrastructure.

(f) Compliance. Company shall comply and cause its Contractor to comply with all local and state laws and regulations regarding the design and construction of the Infrastructure in accordance with the Plans and Specifications, including but not limited to, any applicable requirement relating to payment, performance, and maintenance bonds.

(g) Project Inspection. City Engineer, or designee shall have the right to inspect the Infrastructure to determine whether the Infrastructure construction is in accordance with the requirements of Plans and Specifications, this Agreement as well as City standards, ordinances, and regulations pertaining to the construction of public improvements.

(h) Pre-Construction Conference. Prior to Commencement of Construction of the Infrastructure, if required by City, shall cause the Contractor and the Project Engineer to hold a pre-construction conference with City-designated Engineering Inspector and the applicable private and public utility companies, as necessary.

(i) Bonds. Company shall cause the Contractor to provide payment bonds and performance bonds for the construction of the Infrastructure to ensure completion thereof pursuant to Chapter 2253, Texas Government Code, as amended. Company shall cause the Contractor to provide maintenance bonds for the Infrastructure in favor of City in accordance with City requirements and regulations pertaining to maintenance bonds for public improvements.

3.2 Acceptance Procedures. City acceptance of the Infrastructure or portion thereof shall require:

(i) Submittal of executed Company's affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Infrastructure work have been fully paid or otherwise satisfied;

(ii) Submittal of executed Contractor's affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Infrastructure work have been fully paid or otherwise satisfied;

(iii) Submittal of Consent of Surety;

(iv) Submittal of one set of reproducible As-Built Record Drawings for the Infrastructure;

(v) Delivery of a bill of sale conveying the Infrastructure, or portion thereof to City for which the Company has submitted a Payment Request; and

(vi) Delivery of all assignable warranties or assignment of warranties for the Infrastructure, or portion thereof for which Company has submitted a Payment Request.

3.3 Access to Work and Inspections. City, and its representatives, shall always have access to the Infrastructure work from Commencement of Construction through Completion of Construction. The Company shall take whatever steps reasonably necessary to provide such access when requested. When reasonably requested by City based on substantiated need for confirmation, the Company shall perform or cause to be performed such testing as may be reasonably necessary or reasonably appropriate to ensure suitability of the job site or compliance with the Plans and Specifications.

3.4 Indemnification. CITY AND BOARD SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF COMPANY OR ITS CONTRACTOR PURSUANT TO THIS AGREEMENT. COMPANY HEREBY WAIVES ALL CLAIMS AGAINST CITY, THE BOARD, THEIR, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF CITY. COMPANY DOES HEREBY INDEMNIFY, DEFEND AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM COMPANY'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY NEGLIGENT OR WILLFUL ACT OR OMISSION ON THE PART OF COMPANY, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF CITY. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH CITY AND COMPANY, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE COMPANY'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

3.5 Project Records and Audits.

(a) Company shall keep, and cause the Contractor to keep, a complete and accurate record to document the performance of the Infrastructure work and to expedite any audit that might be conducted by City and/or its authorized representatives. Company shall maintain and cause the Contractor to maintain records sufficient to document that the payments provided pursuant to this Agreement were expended only for Eligible Costs for the Infrastructure that were incurred in accordance with all applicable state and local laws, rules, policies, and procedures, and in accordance with this Agreement.

(b) Company shall maintain, and cause the Contractor to maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement; and Company shall make, and cause the Contractor to make such materials available to City for review and inspection during the term of this Agreement and for a period of two (2) years from the date of Completion of Construction of the Project, or until any pending litigation or claims are resolved, whichever is later.

(c) Company shall provide and cause the Contractor, upon not less than 48 hours' prior written notice, to provide City access to all Infrastructure records during normal business hours that are applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

3.6 Assignment of Warranties. Company agrees to obtain and assign to City the assignable warranties from the Contractor and suppliers providing labor and/or materials in connection with the Infrastructure. Such warranties shall: (a) be at least standard industry warranties with respect to the Infrastructure; and (b) obligate the Contractor and suppliers to repair all defects in the Infrastructure for a period of two (2) years following Completion of Construction of the Infrastructure.

3.7 Casualty. Risk of loss due to casualty shall be borne by Company until Completion of Construction of the Infrastructure. Company shall carry, or cause to be carried as an Eligible Cost, insurance in amounts sufficient to restore any portion of the Infrastructure damaged by casualty to the same condition as existed immediately prior to such casualty. Company will, in any event, restore any portion of the Infrastructure damaged or destroyed by casualty as part of its obligation to construct the Infrastructure and the time granted by City for restoration shall be commensurate to the extent of the damage or destruction.

3.8 Insurance. Company shall obtain and maintain in full force and effect at its expense the policies of insurance and coverage identified in (a) and (d)] below and shall require its Contractor to obtain and maintain at their expense each of the policies of insurance and coverage identified in (a) through (e) below. Company shall require any company providing Engineering Services to obtain and maintain at their expense each of the policies of insurance and coverage identified in (f) below.:

(a) Commercial General Liability Policy covering bodily injury, death and property damage, including the property of City, its directors, officers, employees and agents insuring

against all claims, demands or actions relating to the Project work and services provided pursuant to this Agreement with minimum limits on a per project basis of not less than One Million No/100 Dollars ($1,000,000) combined single limit and Two Million No/100 Dollars ($2,000,000) aggregate, including products and completed operations coverage. This policy shall be primary to any policy or policies carried by or available to City.

(b) Workers' Compensation/Employer's Liability Insurance Policy in full accordance with the statutory requirements of the State of Texas and shall include bodily injury, occupational illness, or disease coverage with minimum Employer's Liability limits of not less than $500,000/$500,000/$500,000.

(c) Automobile Liability Insurance Policy covering all operations of Company pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million No/100 Dollars ($1,000,000) combined single limit for bodily injury, death, and property damage liability.

(d) Excess Liability Insurance Policy with a limit of not less than Ten Million No/100 Dollars ($10,000,000). Such insurance shall be in excess of the commercial general liability insurance, business auto liability insurance, and employer's liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by City and shall be provided on a "following form basis". Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the Contractor's completed work.

(e) Property/Builders Risk Insurance Policy with "all-risk" coverage on the entire Project construction value with replacement cost basis to include the interest of City, Company, the Contractor in the Project work, and materials in transit and stored off the Project site destined for incorporation.

(f) Professional Liability Insurance (if applicable) with limit of not less than Two Million No/100 Dollars ($2,000,000) for all negligent acts, errors and omissions by the Project Engineer that arise out of the performance of this Agreement.

(g) Waiver of Subrogation Rights. The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against City.

(h) Additional Insured Status. Except for Worker's Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name City, its elected officials, officers, and employees as additional insureds. The Additional Insured status for City shall remain in force and effect for a minimum of two (2) years following abandonment or completion of the work and services provided pursuant to this Agreement and the termination of this Agreement.

(i) Certificates of Insurance. Certificates of Insurance and policy endorsements for the required insurance shall be delivered to City prior to the commencement of any work or services

under this Agreement and annually for a minimum of two (2) years following the Expiration Date or termination of this Agreement, abandonment, or completion of Project work. All required policies shall be endorsed to provide City with thirty (30) days advance notice of cancellation or material change in coverage. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements regarding cancellation, non-renewal and/or material changes, the Company shall provide at least thirty (30) days prior written notice to City of any cancellation, non-renewal, and/or material changes to any of the policies of insurance.

(j) On every date of renewal of the required insurance policies, Company shall deliver to City (and cause the Contractor to deliver to City a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein. In addition, Company shall, within ten (10) business days after written request, provide City with Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the Certificates of Insurance and the policy endorsements (including copies of such insurance policies) to City is a condition precedent to the payment of any amounts due to Company by City.

(k) Carriers. All policies of insurance required to be obtained by Company and its Contractor pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to City and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A-VII" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by City

3.9 City Construction of Infrastructure. Notwithstanding anything to the contrary herein, if Company defaults in its obligations to cause the Completion of Construction of the Infrastructure and such default is not cured after notice as provided herein City and/or the Board shall have the right, in their sole discretion, to construct the Infrastructure, or portion thereof, after prior notice to the Company as provided for herein. In such event City and/or Board elect to construct the Infrastructure, or portion thereof, all costs incurred by or paid by City and/or the Board therefore shall be reimbursed to City and/or Board through the Reimbursement Payments hereunder.

3.10 Traffic Impact Analysis. In connection with the GTEC Economic Development Agreement and provided Company does not have an uncured breach of this Agreement or a Related Agreement, City grants an exception/waiver of the requirement for Company to cause a traffic impact analysis to be conducted as required by 12.09 of the Unified Development Code for the Land.

3.11 Temporary On-Site Septic. Company shall, until Completion of Construction of the Infrastructure and connection to the Dry Berry Creek Interceptor, be allowed to construct, maintain, and use a temporary on-site septic system on the industrial zone portion of the Land.

Article IV
Reimbursement Payments

4.1 Reimbursement Payments.

(a) Subject to the Company's continued satisfaction of all the terms and conditions of this Agreement, City agrees to reimburse Company for Eligible Costs for the Infrastructure solely from the Reimbursement Payments from the Tax Increment Fund as set forth herein.

(b) City shall make Reimbursement Payments, not to exceed the Maximum Reimbursement Amount, to the Company for Eligible Costs for the Infrastructure on an annual basis within 30 days after receipt of a Payment Request following June 1 of each calendar year (the "Annual Payment Date") beginning with the first Annual Payment Date; provided however the payment of the last Reimbursement Payment for Eligible Expenses for the Infrastructure from the 2042 Tax Increment shall survive the Expiration Date and the termination of the Zone on December 31, 2042, unless the Zone is sooner terminated by the City or this Agreement is sooner terminated by City for an uncured breach of this Agreement.

(c) The amount of each annual Reimbursement Payment shall be the lesser of: (i) the amount of the Eligible Costs, then eligible for payment pursuant to paragraph (b) of this Section 4.1 that have not been paid to Company; and (ii) the amount of available Tax Increment Funds after consideration of the Tax Increment Fund Priorities set forth in Section 4.4, below, not to exceed the Maximum Reimbursement Amount. If there are insufficient funds in the Tax Increment Fund for an annual Reimbursement Payment, the unreimbursed Eligible Costs are carried forward without interest, to succeeding Annual Payment Dates until reimbursement of the Eligible Costs for the Infrastructure has been made in full not to exceed the Maximum Reimbursement Amount, or termination of this Agreement or the Zone on December 31, 2042, whichever occurs first.

(d) In the event the Company or any owner or lessee of any real property and/or improvements within the Zone ("Protest Property") timely and properly protests or contests (including any motion to correct the appraisal roll) the Taxable Value and/or the taxation of the Protest Property, or any portion thereof, with the applicable appraisal district (or its successor)("Tax Protest") the obligation of City and Board to provide the Reimbursement Payments from the Tax Increment Fund with respect to such Protest Property or portion thereof, for such tax year shall be postponed with regard to the amount of ad valorem taxes that are in dispute (based on the amount or portion of taxable value of the Protest Property in dispute) until a final determination has been made of such Tax Protest. In the event of a Tax Protest City shall send written notice to the Company of the amount of ad valorem taxes that are in dispute (based on the amount or portion of taxable value of the Protest Property in dispute). However in the event a Tax Protest results in a final determination that changes the appraised value and/or the Taxable Value of the Protest Property or the amount of ad valorem taxes assessed and due for the Protest Property, or portion thereof, after a Reimbursement Payment has been paid which includes Tax Increment for such Protest Property for such tax year, the Tax Increment Fund will be adjusted accordingly and the Reimbursement Payment with respect to such tax year shall be adjusted (increased or decreased as the case may be) accordingly on the date of payment of the next Annual Payment Date for a Reimbursement Payment, or within thirty (30) business days after such

determination in the event no further Reimbursement Payments are due under the Agreement. In the event there are no further Reimbursement Payments due under this Agreement and Tax Increment with respect to such Protest Property is reduced Company, shall within thirty (30) days after written demand from City, reimburse City for such over payment of any such Reimbursement Payments.

(e) In the event City reasonably determines that the amount of any Reimbursement Payment paid by City to Company was greater than the correct amount to which Company was entitled, Company shall, within sixty (60) calendar days after receipt of written notification thereof from City specifying the amount by which such Reimbursement Amount exceeded the correct amount to which Company was entitled (together with such records, reports and other information necessary to support such determination), pay such amount to City. If City or Company reasonably determines that the amount by which a Reimbursement Payment was less than the correct amount to which such Company was entitled (together with such records, reports, and other information necessary to support such determination), City shall, within sixty (60) calendar days after such determination, pay the adjustment to Company.

4.2 The Parties agree that the Reimbursement Payments shall be provided solely from funds from the Tax Increment Fund, and only to the extent that funds are available in the Tax Increment Fund. Company acknowledges and agrees that City is only obligated to reimburse Company for Eligible Costs and to provide the Reimbursement Payments to the extent that there are available funds from the Tax Increment Fund during the term of this Agreement. The obligation of City to pay Company the Eligible Costs, and the Reimbursement Payments is limited to the extent that there are funds in the Tax Increment Fund available during the term of this Agreement.

4.3 Company agrees to look solely to the Tax Increment Fund, not City general or other funds, for payment of the Reimbursement Payments to the extent monies in the Tax Increment Fund are available. Nothing in this Agreement shall be construed to obligate City to provide the Reimbursement Payments from any other source of funds or to otherwise require City to pay Company Reimbursement Payments for Eligible Costs in the event there are insufficient funds in the Tax Increment Fund to pay Eligible Costs and/or in the event the Zone terminates prior to payment in full of the Eligible Costs or payment of the Maximum Reimbursement Amount (provided City shall not adopt an ordinance providing for termination of Zone on a date earlier than December 31, 2042 unless this Agreement has been terminated). Upon the termination of this Agreement or the Expiration Date, any Eligible Costs and Reimbursement Payments under this Agreement that remain un-reimbursed or that remains unpaid, due to lack of availability of Tax Increment Funds, or due to the failure of Company to satisfy any precondition of reimbursement or for the Reimbursement Payments under this Agreement, shall no longer be considered obligations of the Zone, and any obligation of City to provide Reimbursement Payments to Company for Eligible Costs shall automatically expire and terminate on such date.

4.4 Tax Increment Fund Priorities. (a) Except as otherwise provided herein, the funds deposited in the Tax Increment Fund shall be applied in the following order of priority:

(i) amounts pledged or required for payment of outstanding bonds or City debt issued for the Zone projects, if any, for the payment of the obligations of this Agreement;

(ii) the reasonable administrative costs of the Zone;
(iii) the maintenance of a minimum balance of $10,000.00 in the Tax Increment Fund; prior to the last year of the Zone; and
(iv) Reimbursement Payments to the Company, or City pursuant to Section 3.9.

(b) The use of Tax Increment contributed by any Taxing Unit other than City shall be subject to any rules, regulations, restrictions, and limitations set forth in the respective Participation Agreement for such Taxing Unit.

4.5 Current Revenue. The Reimbursement Payments to be provided herein shall be paid solely from lawful available funds in the Tax Increment Fund. Under no circumstances shall obligations of City and/or the Board hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

4.6 Third Party Ownership. No third-party purchaser of any portion of the Phase 1 Improvements or the Land shall be deemed an assignee under this Agreement or be entitled to receive any Reimbursement Payments directly from City hereunder without the execution of an assignment by Company to such third party, approved in writing by City. Nothing herein shall be construed to limit the ability of Company to pledge or collaterally assign rights to funds from Reimbursement Payments following receipt thereof from City. Notwithstanding anything to the contrary, City shall not be required to provide or direct any Reimbursement Payments to any third party in the absence of an assignment approved by City.

4.7 Maximum Reimbursement Amount. In no case shall the cumulative payments of the Reimbursement Payments exceed the Maximum Reimbursement Amount.

Article V
Conditions to City Incentive Payments

The obligation of City to pay each Reimbursement Payment shall be conditioned upon the continued compliance with and satisfaction of each of the terms and conditions of this Agreement by Company and each of the conditions set forth below at the time such annual Reimbursement Payment is due:

(a) Good Standing. Company shall not have an uncured breach or default of any term of this Agreement, or any Related Agreement.

(b) Undocumented Workers. Company has not been convicted of a violation under 8 U.S.C. Section 1324a (f).

(c) Payment Request. Company shall, as a condition precedent to its eligibility to receive a Reimbursement Payment, have timely provided City with the applicable Payment Request in accordance with the terms of this Agreement.

(d) Capital Investment. The Capital Investment shall be at least Twenty-Four Million No/100 Dollars ($24,000,000.00) as of the date of Completion of Construction of the Phase 1 Improvements. City and Board acknowledge that the Phase 1 Improvements are complete and the Capital Investment exceeded the required Twenty-Four Million and No/100 Dollars

($24,000,000.00) and therefore the Company has satisfied this condition. Company shall within thirty (30) days after the Completion of Construction of the Project provide City with copies of receipts and other records as City may reasonably request evidencing the required Capital Investment.

(e) Compliance with the UDC. The Land and any improvements constructed thereon shall comply with the UDC standards for non-residential development, as well as design and materials for non-residential development for all building facades.

(f) Master Plan. Company shall have prepared and submit to City a conceptual master plan for the Land which shall comply with the minimum design standards and other details as required by the zoning ordinance as of the Effective Date for the development of the Phase I Improvements. Company has submitted the conceptual master plan to the City and has satisfied this condition.

Article VI
Termination

6.1 This Agreement shall terminate on the Expiration Date, or may be terminated earlier upon any one or more of the following:

(a) By written agreement of the Parties;

(b) On the date set forth in a written notice from either Party in the event the other Party breaches any of the terms or conditions of this Agreement or a Related Agreement and such breach is not cured within thirty (30) days after written notice thereof;

(c) On the date set forth in a written notice from City if Company suffers an event of Bankruptcy or Insolvency;

(d) On the date set forth in a written notice from City, if any Impositions owed to City or the State of Texas by Company shall become delinquent and shall remain delinquent for more than thirty (30) days after written notice of such delinquency from City to Company (provided, however Company retains the right to timely and properly protest and contest any such Impositions); or

(e) On the date set forth in a written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable, and such decision is a final non-appealable decision.

6.2 City Remedies.

(a) In the event the Agreement is terminated by City pursuant to Section 6.1(b), (c), (d), or (e), City and Board shall be relieved of any further obligation to pay Reimbursement Payments to Company for Eligible Costs incurred by the Company prior to or after the date of termination. In the event the Agreement is terminated pursuant to Section 6.1(b) by City for an uncured default, City may also seek specific performance related to such uncured default, and/or actual damages incurred because of such uncured default.

(b) Repayment. In the event this Agreement is terminated by City pursuant to Section 6.1(b) for an uncured breach by Company, (c), (d), or (e), Company shall immediately pay to City

an amount equal to the amount of the Reimbursement Payments that have been paid to Company for the two (2) years prior to the date of termination, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by City) as its prime or base commercial lending rate, which shall accrue from the date the demand is made until paid in full.

6.3 Company Remedies. In the event of an uncured breach of this Agreement by City, the Company may seek specific performance and/or actual damages incurred because of such uncured breach.

6.4 Right of Offset. City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due and owing to City, GEDCO, and/or GTEC from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether the debt has been reduced to judgment by a court.

Article VII
Miscellaneous

7.1 Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto. This Agreement may not be assigned without the prior written consent of City, which consent shall not be unreasonably withheld, denied, or delayed. Company or any permitted assignee of the Company shall have the right to grant a security interest in this Agreement by collaterally assigning Company's (or permitted assignee's) rights under this Agreement to any lender which provides financing to the Company or its permitted assignee for all or part of the Infrastructure, and City agrees to execute and deliver any documents reasonably requested by any such lender to evidence and/or perfect its rights under this Agreement. At no time shall City be required to make any payments under this Agreement to any party other than Company or a party to whom this Agreement has been fully assigned and has agreed in writing to assume all liabilities and obligations of the Company set forth in this Agreement unless otherwise agreed to by City.

7.2 Limitation on Liability. It is understood and agreed between the Parties that Company and City, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

7.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

7.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

7.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or (ii) on the day received if sent by courier or otherwise hand delivered.

If intended for City or Board, to	With a copy to:
David Morgan, City Manager City of Georgetown 808 Martin Luther King, Jr. Street Georgetown, Texas 78626	Skye Masson, City Attorney City of Georgetown 808 Martin Luther King Jr. St. Georgetown, Texas 78626
If intended for Company, to:	With a copy to:
Attn: Grant E. Pearson Vice President, Development JSACQ / Georgetown, LP 4890 Alpha Road, Suite 100 Dallas, Texas 75244	JSACQ / Georgetown, LP Attn: John Stone Chief Financial Officer 4890 Alpha Road, Ste. 100 Dallas, Texas 75244

7.6 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

7.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement 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.

7.8 Amendment. This Agreement may only be amended by a written agreement executed by all Parties.

7.9 Legal Construction. 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 other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.10 Recitals. The recitals to this Agreement are incorporated herein.

7.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all the counterparts shall constitute one and the same instrument.

7.12 Exhibits. Exhibit "A" attached to this Agreement is incorporated herein by reference for all purposes wherever reference is made to the same.

7.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, expressly pertaining to a period of time following the termination of this Agreement shall survive termination.

7.14 Employment of Undocumented Workers. During the term of this Agreement Company agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company shall repay the amount of any Reimbursement Payment or other funds received by Company from City from the date of this Agreement to the date of such violation within 120 days after the date Company is notified by City of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

7.15 Boycott Israel; Boycott Energy Companies; and of Discrimination against Firearm Entities and Firearm Trade Associations.

(a) Company verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Company verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Company verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Company is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Company has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

7.16 Form 1295. The Parties acknowledge and agree that Company submitted to City a completed Form 1295 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") at the time Company submitted its signature page to this Agreement. City hereby confirms timely receipt of the Form 1295 from Company pursuant to Section 2252.908, and City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form.

7.17 Conditions Precedent. This Agreement is expressly subject to, and the obligations of the Parties are expressly conditioned upon: (i) the City Council adoption of the Zone Amendment Ordinance; and (ii) the approval of the Final Project Plan by the Board.

(Signature page to follow)

EXECUTED on this _____ day of _____, 2026.

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

EXECUTED on this _____ day of _____, 2026.

BOARD OF DIRECTORS, CITY OF GEORGETOWN TAX INCREMENT REINVESTMENT ZONE NUMBER SIX

By:_____
Josh Schroeder, President

EXECUTED the _____ day of _____, 2026.

JSACQ / GEORGETOWN, LP,
a Texas limited partnership

By: JSC / Georgetown GP, LLC,
a Texas limited liability company,
its general partner

By: _____
Name:_____
Title:_____

Exhibit "A"
Legal Description of the Land

FIELD NOTES FOR A 119.784 ACRE TRACT OF LAND:

BEING A 119.784 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS; SAID 119.784 ACRE TRACT, BEING ALL OF THAT CALLED 111.36 ACRE TRACT OF LAND KNOWN AS "TRACT I", THE REMAINING PORTION OF THAT CALLED 7.3 ACRE TRACT OF LAND KNOWN AS "TRACT II", AND ALL OF THAT CALLED 2.12 ACRE TRACT OF LAND KNOWN AS "TRACT III", RECORDED IN VOLUME 512, PAGE 71, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THAT CALLED 3.05 ACRE TRACT OF LAND RECORDED IN VOLUME 545, PAGE 392, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY CONVEYED TO JASPER N. SUDDUTH AND WIFE, IDA P. SUDDUTH IN INSTRUMENT RECORDED IN VOLUME 512, PAGE 71 AND BEING ALL OF THE SAME PROPERTY CONVEYED TO DONALD HOYLE AND WIFE, PATSY S. HOYLE IN INSTRUMENT RECORDED IN VOLUME 545, PAGE 392; SAID 119.784 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod located for the northwest corner of the remainder of said 7.3 acre tract, the northeast corner of that called 54.3 acre tract of land recorded in Document No. 2014088568, Official Public Records, Williamson County, Texas, being an angle point of that called 104.89 acre tract of land recorded in Document No. 2008016952, Official Public Records, Williamson County, Texas, said point being the northwest corner of the herein described tract of land;

Thence, with the northwest lines of the remainder of said 7.3 acre tract, said 2.12 acre tract, and said 111.36 acre tract, the southeast lines of said 104.89 acre tract, the following two (2) courses and distances:

1. **N 64° 22' 55" E,** a distance of **197.60'** (Record per Doc. No. 2008016952: N 65° 45' 36" E, a distance of 197.59'), to a 1/2" iron rod located for an angle point of the herein described tract of land;

2. **N 68° 12' 57" E,** a distance of **1820.19'** (Record per Doc. No. 2008016952: N 69° 36' 19" E, a distance of 1820.51'), to a 1" square iron pipe located for an angle point of said 111.36 acre tract, being the southeast corner of said 104.89 acre tract, the southwest corner of that called 72.32 acre tract of land recorded in Volume 886, Page 335, Deed Records, Williamson County, Texas, said point being an angle point of the herein described tract of land;

Thence, with the northwest line of said 111.36 acre tract, the southeast line of said 72.32 acre tract, **N 70° 40' 37" E,** passing a 1" iron pipe located at a distance of 656.89', continuing a total distance of **659.38'** (Record: N 74° 10' 00" E, a distance of 658.61')(Record per Vol. 886, Pg. 335: N 72°

57' 00" E, a distance of 658.13')(Record per Doc. No. 2006017468: N 70° 39' 41" E, a distance of 659.38'), to a 1/2" iron rod located in the northwest right-of-way line of Interstate Highway 35 Frontage Road as shown in Document No. 2006017468, Official Public Records, Williamson County, Texas, being the northeast corner of said 111.36 acre tract, said point being the northeast corner of the herein described tract of land;

Thence, with the northwest right-of-way line of Interstate Highway 35 Frontage Road, the southeast line of said 111.36 acre tract, **S 13° 56' 20" W,** passing a TxDOT concrete monument located at a distance of 543.58', a TxDOT concrete monument located at a distance of 1000.60', a TxDOT concrete monument located at a distance of 2001.10', continuing 100.54' for a total distance of **3645.82'** (Record per Doc. No. 2006017468: S 13° 56' 29" W, a distance of 3646.70'), to a calculated point in a power pole in the northwest right-of-way line of Interstate Highway 35 Frontage Road as shown in Document No. 2006017468, Official Public Records, Williamson County, Texas, being the southeast corner of said 111.36 acre tract, said point being the southeast corner of the herein described tract of land;

Thence, departing the northwest right-of-way line of Interstate Highway 35 frontage road, with the southeast lines of said 111.36 acre tract, said 2.12 acre tract, and the remainder of said 7.3 acre tract, the northwest line of that called 1.249 acre tract of land known as "Second Tract", recorded in Volume 1732, Page 249, Deed Records, Williamson County, Texas, **S 67° 42' 10" W,** passing a 3/8" iron rod located at a distance of 0.42' for the northeast corner of said 1.249 acre tract, a 1/2" iron rod located at a distance of 994.53' for the northwest corner of said 1.249 acre tract, continuing 56.01' for a total distance of **1050.96'** (Record per Vol. 1732, Pg. 249: S 71° 00' 00" W, a distance of 990.14'), to a calculated point in the center of Dry Berry Creek, being the southwest corner of the remainder of said 7.3 acre tract, the southeast corner of that called 45.00 acre tract of land recorded in Document No. 2004002927, Official Public Records, Williamson County, Texas, being in a northwest line of that called 71.997 acre tract of land recorded in Document No. 2008000666, Official Public Records, Williamson County, Texas, said point being the southwest corner of the herein described tract of land;

Thence, with the approximate center line of Dry Berry Creek, the following twelve (12) courses and distances:

1. **N 18° 43' 13" W,** a distance of **119.07',** to a calculated point for an angle point of the herein described tract of land;

2. **N 08° 20' 24" W,** a distance of **77.91',** to a calculated point for an angle point of the herein described tract of land;

3. **N 06° 15' 48" E,** a distance of **102.38',** to a calculated point for an angle point of the herein described tract of land;

4. **N 16° 24' 06" E,** a distance of **224.02',** to a calculated point for an angle point of the herein described tract of land;

5. **N 07° 44' 03" E,** a distance of **168.85',** to a calculated point for an angle point of the herein described tract of land;

6. **N 07° 06' 33" W,** a distance of **204.47',** to a calculated point for an angle point of the herein described tract of land;

7. **N 11° 33' 16" W,** a distance of **283.45',** to a calculated point for an angle point of the herein described tract of land;

8. **N 13° 30' 25" W,** a distance of **113.69',** to a calculated point for an angle point of the herein described tract of land;

9. **N 19° 16' 42" W,** a distance of **358.97',** to a calculated point for an angle point of the herein described tract of land;

10. **N 21° 52' 20" W,** a distance of **91.57',** to a calculated point for an angle point of the herein described tract of land;

11. **N 32° 08' 36" W,** a distance of **49.98',** to a calculated point for an angle point of the herein described tract of land;

12. **N 42° 07' 33" W,** a distance of **44.61',** to a calculated point in the center of Dry Berry Creek, being in a northwest line of the remainder of said 7.3 acre tract, a southeast line of said 54.3 acre tract, said point being an exterior corner of the herein described tract of land;

Thence, departing the center of Dry Berry Creek, with a northwest line of the remainder of said 7.3 acre tract, a southeast line of said 54.3 acre tract, **N 62° 51' 22" E,** passing a 1/2" iron rod located for reference at a distance of 30.81', continuing 52.06' for a total distance of **82.87',** to a 1/2" iron rod located for an interior corner of the remainder of said 54.3 acre tract, the southeast corner of said 54.3 acre tract, said point being an interior corner of the herein described tract of land,

Thence, with the southwest lines of the remainder of said 7.3 acre tract, the northeast lines of said 54.3 acre tract, the following fourteen (14) courses and distances:

1. **N 21° 45' 16" W,** a distance of **131.35'** (Record per Doc. No. 2014088568: N 20° 22' 13" W, a distance of 131.35'), to a 60D nail located for an angle point of the herein described tract of land;

2. **N 20° 31' 05" W,** a distance of **60.86'** (Record per Doc. No. 2014088568: N 19° 06' 55" W, a distance of 60.76'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

3. **N 30° 43' 16" W,** a distance of **11.06'** (Record per Doc. No. 2014088568: N 29° 19' 54" W, a distance of 11.05'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

4. **N 22° 54' 40" W,** a distance of **104.20'** (Record per Doc. No. 2014088568: N 21° 31' 18" W, a distance of 104.14'), to a 1/2" iron rod located for an angle point of the herein described tract of land;

5. **N 18° 03' 10" W,** a distance of **130.05'** (Record per Doc. No. 2014088568: N 16° 43' 03" W, a distance of 130.08'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

6. **N 23° 12' 32" W,** a distance of **100.95'** (Record per Doc. No. 2014088568: N 21° 53' 07" W, a distance of 101.09'), to a 1/2" iron rod located for an angle point of the herein described tract of land;

7. **N 20° 47' 10" W,** a distance of **180.56'** (Record per Doc. No. 2014088568: N 19° 26' 34" W, a distance of 180.48'), to a 1/2" iron rod located for an angle point of the herein described tract of land;

8. **N 22° 02' 53" W,** a distance of **104.75'** (Record per Doc. No. 2014088568: N 20° 35' 52" W, a distance of 104.99'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

9. **N 26° 22' 25" W,** a distance of **33.25'** (Record per Doc. No. 2014088568: N 24° 55' 24" W, a distance of 33.32'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

10. **N 08° 48' 02" W,** a distance of **6.36'** (Record per Doc. No. 2014088568: N 07° 21' 01" W, a distance of 6.37'), to a 1/2" iron rod located for an angle point of the herein described tract of land;

11. **N 20° 14' 35" W,** a distance of **16.17'** (Record per Doc. No. 2014088568: N 18° 49' 16" W, a distance of 16.18'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

12. **N 20° 03' 30" W,** a distance of **17.68'** (Record per Doc. No. 2014088568: N 18° 38' 11" W, a distance of 17.69'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

13. **N 20° 06' 15" W,** a distance of **231.63'** (Record per Doc. No. 2014088568: N 18° 40' 56" W, a distance of 231.73'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

14. **N 19° 32' 43" W,** a distance of **110.22'** (Record per Doc. No. 2014088568: N 18° 07' 24" W, a distance of 110.27'), to the **POINT OF BEGINNING** containing **119.784 acres** of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.

FIELD NOTES FOR A 104.884 ACRE TRACT OF LAND:

BEING A 104.884 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM ROBERTS SURVEY,ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS; SAID 104.884 ACRE TRACT,BEING ALL OF THAT CALLED 104.89 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2020151834, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 104.884 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METESAND BOUNDS AS FOLLOWS:

BEGINNING at a 1" square iron pipe located for the easternmost corner of said 104.89 acre tract, the southernmost corner of that called 72.32 acre tract of landrecorded in Volume 886, Page 335, Deed Records, Williamson County, Texas, being an angle point of that called 111.36 acre tract of land known as "Tract 1",recorded in Volume 512, Page 71, Deed Records, Williamson County, Texas, saidpoint being the easternmost corner of the herein described tract of land;

Thence, with the southeast lines of said 104.89 acre tract, the northwest lines of said 111.36 acre tract, the following two (2) courses and distances:

1. **S 68° 12' 57" W,** a distance of **1820.19'** (Record: S 69° 36' 19" W, a distance of 1820.51'), to a 1/2" iron rod located for an angle point of the herein described tract of land;

2. **S 64° 22' 55" W,** a distance of **197.60'** (Record: S 65° 45' 36" W, a distance of197.59'), to a 1/2" iron rod located for an angle point of said 104.89 acre tract, the westernmost corner of said 111.36 acre tract, the northernmost corner of that called 54.3 acre tract of land recorded in Document No. 2014088568, Official Public Records, Williamson County, Texas, said point being an angle point of the herein described tract of land;

Thence, with the southeast lines of said 104.89 acre tract, the northwest lines ofsaid 54.3 acre tract, the following two (2) courses and distances:

1. **S 69° 29' 55" W,** a distance of **320.10'** (Record: S 70° 51' 03" W, a distance of319.99'), to a 1/2" iron rod located for an angle point of the herein describedtract of land;

2. **S 69° 03' 58" W,** a distance of **499.96'** (Record: S 70° 29' 45" W, a distance of500.56'), to a 1/2" iron rod located for the southernmost corner of said 104.89 acre tract, the easternmost corner of that called 33.63 acre tract of land recorded in Document No.

2004079454, Official Public Records, WilliamsonCounty, Texas, being an angle point of said 54.3 acre tract, said point beingthe southernmost corner of the herein described tract of land;

Thence, with the southwest line of said 104.89 acre tract, the northeast lineof said 33.63 acre tract, **N 21° 34' 01" W,** a distance of **1625.97'** (Record: N 20° 09' 53" W, a distance of 1624.84'), to a 1/2" iron rod located for the westernmost corner of said 104.89 acre tract, the northernmost corner of said 33.63 acre tract, being in a southeast line of that called 284.03 acre tract of land recorded in Volume 656, Page 620, Deed Records, WilliamsonCounty, Texas, said point being the westernmost corner of the hereindescribed tract of land;

Thence, with a northwest line of said 104.89 acre tract, the southeast line ofsaid 284.03 acre tract, **N 69° 02' 47" E,** a distance of **1795.12'** (Record: N 70°23' 23" E, a distance of 1795.28'), to a 1/2" iron rod located for an angle pointof said 104.89 acre tract, an angle point of said 284.03 acre tract, an anglepoint of said 72.32 acre tract, said point being an angle point of the hereindescribed tract of land;

Thence, with the common boundary lines of said 104.89 acre tract and said 72.32acre tract, the following three (3) courses and distances:

1. **N 69° 38' 42" E,** a distance of **1053.77'** (Record: N 71° 03' 05" E, a distance of1053.79'), to a 1" square iron pipe located for the northernmost corner of the herein described tract of land;

2. **S 21° 18' 14" E,** a distance of **554.64'** (Record: S 19° 54' 18" E, a distance of 554.70'), to a 3/8" iron rod located for an angle point of the herein describedtract of land;

3. **S 21° 04' 34" E,** a distance of **1020.48'** (Record: S 19° 42' 15" E, a distance 1020.54') to the **POINT OF BEGINNING** containing **104.884 acres** of land

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
FY27 Purchase of Police uniforms and equipment thru Galls, LLC BuyBoard Cooperative 773-25

SUGGESTED ACTION:
Consideration and possible action to approve police uniforms and equipment purchases with Galls, LLC pursuant to BuyBoard Contract 773-25 in an amount not to exceed $125,000.00 -- Cory J. Tchida, Police Chief

ITEM SUMMARY:
Galls is one of the primary vendors the Police Department uses for the purchase of police uniforms and equipment. The Police Department seeks to issue a blanket purchase order under BuyBoard Cooperative Contract 773-25 in an amount not to exceed $125,000.00 for FY 26/27. The request is for the increased cost and demand due to new hire positions and ongoing needs.

FINANCIAL IMPACT:
FY27 General Fund - Police

SUBMITTED BY:
Jen Peterson, Police Department

ATTACHMENTS:
GALLS_BUYBOARD 773-25_POLICE.pdf

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Electronic Delivery

Mike Fadden
Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 773-25, Uniforms and Accessories.

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of July 1, 2025, through June 30, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 773-25 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Second Reading - Civil Service Strength of Force Ordinance

SUGGESTED ACTION:
Second Reading of an Ordinance establishing the classifications and number of positions (Strength of Force) for all the City of Georgetown Fire Fighters and Police Officers pursuant to Chapter 143 of the Texas Local Government Code pertaining to Civil Service -- Robyn Iverson, Senior Human Resources Generalist

ITEM SUMMARY:
Chapter 143 of the Texas Local Government Code, Section 143.021, requires that the governing body of a municipality shall establish classifications and numbers of positions by ordinance. This ordinance supplements the Ordinance that adopts the Annual Operating Budget Plan as the ordinance that establishes the classifications and numbers of positions. This "Strength of Force" Ordinance separates and details the specific classifications and numbers of Civil Service positions.

The changes reflected on this Strength of Force are as follows:

Fire: Effective October 1, 2026, Increase to the total number of positions by six (6) from one-hundred and seventy-five (175) to one-hundred and eighty-one (181).

1. Increase authorization by six (6) at the rank of Firefighter and/or Paramedic from ninety-two (92) to ninety-eight (98).
2. Classification of Fire Driver changed to Engineer to reflect Meet & Confer rank structure update.
3. Classification of Paramedic II changed to Paramedic FTO to reflect Meet & Confer rank structure update.

Police: Effective October 1, 2026, Increase to the total number of positions by three (3) from one-hundred and fourteen (114) to one-hundred and seventeen (117).

1. Increase authorization by three (3) at the rank of Police Officer/Detective from eighty-seven (87) to ninety (90).

FINANCIAL IMPACT:
All funding included in FY27 budget

SUBMITTED BY:
Robyn Iverson, Human Resources and OD

ATTACHMENTS:
Strength of Force Ordinance Redline
Strength of Force Ordinance Clean

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AUTHORIZING A CHANGE TO THE CIVIL SERVICE CLASSIFICATIONS AND NUMBER OF POSITIONS FOR ALL CITY OF GEORGETOWN FIRE FIGHTERS AND POLICE OFFICERS PURSUANT TO CHAPTER 143 OF THE TEXAS LOCAL GOVERNMENT CODE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the citizens of the City of Georgetown, Texas have adopted the civil service system for its fire and police departments; and

WHEREAS, the civil service system is governed by Chapter 143 of the Texas Local Government Code; and

WHEREAS, Local Government Code, Section 143.021, requires that the governing body of a municipality establish classifications and numbers of positions by ordinance; and

WHEREAS, the City Council finds that the civil service classifications and number of positions shall be amended as stated herein.

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 classification plans for classified positions in the Fire and Police Departments shall be as follows:

PART ONE – FIRE DEPARTMENT

The following classifications of firefighters in the Fire Department shall exist effective on and after the dates set forth herein under the provisions of Chapter 143 of the Texas Local Government Code. These classifications and no others shall exist effective on and after the dates set forth herein with the number shown indicating the number of positions in each classification.

Classification	Number in Classification October 1, 2026~~5~~
Assistant Chief	3
Fire Battalion Chief	7
Fire Marshal	1
Fire Captain	27
EMS Captain	4
Deputy Fire Marshal	4
Fire & Life Safety Specialist	6
~~Fire Driver~~Engineer	24
Paramedic ~~II~~FTO	7
Firefighter and/or Paramedic	~~92~~ 98 (*3)
Total	**~~175~~181**

The classification of the three (3) Assistant Chiefs and the one (1) Fire Marshal are appointed by the head of department pursuant to the current Meet & Confer Agreement between the City of Georgetown and the Georgetown Associations of Professional Fire Fighters.

*The beginning classifications of Firefighter and Paramedic may be staffed by the department head in any combination totaling ~~92~~98, the total authorized ~~175~~ 181 positions include three (3) over hires, authorizing the Department to hire beyond immediate need while training newer staff.

PART TWO – POLICE DEPARTMENT

The following classifications of officers in the Police Department shall exist effective on and after the dates set forth herein under the provisions of Chapter 143 of the Texas Local Government Code. These classifications and no others shall exist effective on and after the dates set forth herein with the number shown indicating the number of positions in each classification.

Classification	Number in Classification ~~October 1, 2025~~	~~Effective April~~October 1, 2026
Assistant Chief of Police	~~1~~	1
Police Commander	~~2~~	2
Police Lieutenant	~~9~~	9
Police Sergeant	~~15~~	15
Police Officer / Detective	~~86(*2)~~	~~87~~90(~~*~~**2)
Total	**~~113~~**	**~~114~~117**

The one (1) Assistant Police Chief is appointed by the head of the department, and serves at the pleasure of the Department Head, in accordance with Local Government Code, Section 143.014.
~~*The total authorized 113 positions include two (2) over hires, authorizing the Department to hire beyond immediate need while training newer staff.~~
~~*~~**The total authorized ~~114~~ 117 positions include two (2) over hires, authorizing the Department to hire beyond immediate need while training newer staff.

Section 4. All positions, other than the position immediately below the Department Head,

shall be filled pursuant to the provisions of Local Government Code, Chapter 143, and eligibility lists applicable to the position(s).

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.

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 and be in full force and effect October 1, 2026~~5~~.

PASSED AND APPROVED on First Reading on the_____day of_____, 2026~~5~~.

PASSED AND APPROVED on Second Reading on the_____day of_____,

2026~~5~~.

ATTEST:

_____
Robyn Densmore, City Secretary

CITY OF GEORGETOWN:

_____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AUTHORIZING A CHANGE TO THE CIVIL SERVICE CLASSIFICATIONS AND NUMBER OF POSITIONS FOR ALL CITY OF GEORGETOWN FIRE FIGHTERS AND POLICE OFFICERS PURSUANT TO CHAPTER 143 OF THE TEXAS LOCAL GOVERNMENT CODE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the citizens of the City of Georgetown, Texas have adopted the civil service system for its fire and police departments; and

WHEREAS, the civil service system is governed by Chapter 143 of the Texas Local Government Code; and

WHEREAS, Local Government Code, Section 143.021, requires that the governing body of a municipality establish classifications and numbers of positions by ordinance; and

WHEREAS, the City Council finds that the civil service classifications and number of positions shall be amended as stated herein.

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 classification plans for classified positions in the Fire and Police Departments shall be as follows:

PART ONE – FIRE DEPARTMENT

The following classifications of firefighters in the Fire Department shall exist effective on and after the dates set forth herein under the provisions of Chapter 143 of the Texas Local Government Code. These classifications and no others shall exist effective on and after the dates set forth herein with the number shown indicating the number of positions in each classification.

Classification	Number in Classification October 1, 2026
Assistant Chief	3
Fire Battalion Chief	7
Fire Marshal	1
Fire Captain	27
EMS Captain	4
Deputy Fire Marshal	4
Fire & Life Safety Specialist	6
Engineer	24
Paramedic FTO	7
Firefighter and/or Paramedic	98 (*3)
Total	**181**

The classification of the three (3) Assistant Chiefs and the one (1) Fire Marshal are appointed by the head of department pursuant to the current Meet & Confer Agreement between the City of Georgetown and the Georgetown Associations of Professional Fire Fighters.

*The beginning classifications of Firefighter and Paramedic may be staffed by the department head in any combination totaling 98, the total authorized 181 positions include three (3) over hires, authorizing the Department to hire beyond immediate need while training newer staff.

PART TWO – POLICE DEPARTMENT

The following classifications of officers in the Police Department shall exist effective on and after the dates set forth herein under the provisions of Chapter 143 of the Texas Local Government Code. These classifications and no others shall exist effective on and after the dates set forth herein with the number shown indicating the number of positions in each classification.

Classification	Number in Classification October 1, 2026
Assistant Chief of Police	1
Police Commander	2
Police Lieutenant	9
Police Sergeant	15
Police Officer / Detective	90(*2)
Total	**117**

The one (1) Assistant Police Chief is appointed by the head of the department, and serves at the pleasure of the Department Head, in accordance with Local Government Code, Section 143.014.
*The total authorized 117 positions include two (2) over hires, authorizing the Department to hire beyond immediate need while training newer staff.

Section 4. All positions, other than the position immediately below the Department Head, shall be filled pursuant to the provisions of Local Government Code, Chapter 143, and eligibility lists applicable to the position(s).

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.

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 and be in full force and effect October 1, 2026.

PASSED AND APPROVED on First Reading on the____day of_____, 2026.

PASSED AND APPROVED on Second Reading on the____day of_____, 2026.

ATTEST:

_____
Robyn Densmore, City Secretary

CITY OF GEORGETOWN:

_____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Second Reading - Amendment to Ordinance No. 2021-94 for TIRZ No. 6

SUGGESTED ACTION:
Second Reading of an Amendment to Ordinance No. 2021-94 designating Reinvestment Zone Number 6 -- Cameron Goodman, Economic Development Director

ITEM SUMMARY:
Second reading for the City to consider adopting an ordinance amending Ordinance No. 2021-94 adopting the Final Project and Financing Plan for the Zone, which such Final Project and Financial Plan shall include economic development programs and activities that benefit the Zone and stimulate business and commercial activity in the Zone consistent with Chapter 380 Texas Local Government Code as an authorized projects for the Zone, amending the term of the Zone so that the Zone terminates on December 31, 2042, and which amends the City's participation in the Zone

Company has constructed on the Land and intends that at full build out of the development the Land will contain approximately 1,650,000 square feet of industrial space. For the Land to have sanitary sewer service Company intends to design and construct approximately 12,000 linear feet of 36" sanitary sewer trunk line connecting the Land to the Dry Berry Creek Interceptor. The infrastructure will allow for the future development of over 1,000 additional acres to the north and west of Company's proposed development and will allow for additional economic growth of the City.

FINANCIAL IMPACT:
Annual payment to Company for Eligible Costs for the Infrastructure will be from the Tax Increment Fund beginning with the first Annual Payment Date. The Maximum Reimbursement Amount will be the cumulative payment of the Reimbursement Payments in the amount of the lesser of: Eligible Costs actually incurred and paid by Company for the Infrastructure as verified by City; or the sum of Nine Million Six Hundred Thousand and No/100 Dollars ($9,600,000.00).

SUBMITTED BY:
Shelly Sommerfeld, Economic Development plus

ATTACHMENTS:
Georgetown Ord amending Tax Increment Reinvestment Zone Number Six amending termination date and adopting Project and Financing Plan.pdf
TIRZ 6 Resolution.pdf
TIRZ # 6 Amended Ordinance 2nd Reading FINAL.pdf

ORDINANCE NO. 2026-____

An Ordinance of the City Council of the City of Georgetown, Texas, amending Ordinance No. 2021-94 which designated Tax Increment Reinvestment Zone Number Six by extending the term of Tax Increment Reinvestment Zone Number Six; by adopting the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Six; by amending the City's participation in the Zone; providing a repealing clause; providing a severability clause; and providing an effective date.

Whereas, the City Council adopted Ordinance No. 2021-94 designating Tax Increment Reinvestment Zone Number Six (the "Zone") to promote the development or redevelopment of the area, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the "Act"); and

Whereas, Ordinance No. 2021-94 provides that the Zone terminates on December 31, 2038; and

Whereas, the City Council desires to extend the term of Zone so that the Zone terminates on December 31, 2042; and

Whereas, in compliance with the Act, the City called a public hearing to receive comments on the extension of the term of the Zone and its benefits to the City and the property in the Zone; and

Whereas, in compliance with the Act, notice of the public hearing was published in a newspaper of general circulation in the City, such publication date being not later than seven (7) days prior to the date of the public hearing; and

Whereas, such public hearing was convened at the time and place mentioned in the published notice, to -wit, on the _th day of ___.2026 at 6:__ p.m., at the City Council Chambers in the City Hall of the City of Georgetown, Texas, which hearing was then closed; and

Whereas, the City Council, at such public hearing, invited any interested person, or the person's representative, to appear and speak for or against the extension of the term of the Zone Number Six and owners of property within the Zone and other interested parties were given the opportunity at such public hearing to protest the extension of the term of the Zone; and

Whereas, in compliance with the Act, the City previously approved a Preliminary Project and Financing Plan for the Zone; and

Whereas, in compliance with the Act, the Board of Directors of the Zone has reviewed, approved, and recommends that the City Council approve the proposed Final Project and Financing Plan for the Zone attached hereto as Exhibit "A"; and

Whereas, the City Council after having reviewed the proposed Final Project and Financing Plan desires to approve the same;

Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:

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

Section 2. The Final Project and Financing Plan as set forth in Exhibit "A" attached hereto is hereby approved and adopted.

Section 3. The term of the Zone is hereby amended to provide that the Zone terminates on December 31, 2042 with the collection of 2042 tax increment in 2043; and that Section 5 of Ordinance No. 2021-94 is hereby amended to read as follows:

> "Section 5. The Zone shall take effect on adoption of this Ordinance, and the termination of the Zone shall occur on December 31, 2042 (with collection of 2042 tax increment in 2043), or at an earlier time designated by subsequent ordinance of the City Council, or at such time subsequent to the issuance of any tax increment bonds, if any, that all project costs, tax increment bonds, notes or other obligations of the Reinvestment Zone, and the interest thereon, if any, have been paid in full."

Section 4. The City's participation in the Zone is hereby amended by amending Section 8 of Ordinance No. 2021-94 to read as follows:

> "Section 8. The City will participate in the Zone by contributing and depositing into the Tax Increment Fund sixty percent (60%) of the City's tax increment from real property ad valorem taxes assessed and collected for tax years 2022 through and including 2026; fifty-five percent (55%) of the City's tax increment from real property ad valorem taxes assessed and collected for tax years for years 2027 through and including 2031; and fifty percent (50%) of the City's tax increment from real property ad valorem taxes assessed and collected for tax years 2032 through and including 2042."

Section 5. All provisions of the ordinances of the City of Georgetown, in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Georgetown not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 6. Should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or a part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

Section 7. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

APPROVED on First Reading on the __ day of _____ 2026.

APPROVED AND ADOPTED on Second Reading on the ___ day of _____ 2026.

THE CITY OF GEORGETOWN:

_____
Josh Schroeder
Mayor

ATTEST:

_____
Robyn Densmore
City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

Reinvestment Zone Number Six, City of Georgetown, Texas

Final Project Plan
And Financing Plan

[May 19, 2026]

Table of Contents

I. Introduction
   A. Objectives
   B. TIF Financing
   C. Zone Description

II. Project Plan
   A. Existing Uses and Conditions
   B. Proposed Uses and Conditions
   C. Municipal Ordinances and Agreements
   D. Non-Project Costs
   E. Relocation

III. Financing Plan
   A. List of Estimated Project Costs
   B. Kind, Number, and Location of Proposed Public Improvements to be Financed by the TIRZ
   C. Economic Feasibility Study
   D. Estimated Bonded Indebtedness to be Incurred
   E. Time of Incurring Monetary Obligations
   F. Method of Financing/Sources of Revenue for Project Costs
   G. Economic Development Programs
   H. Current Appraised Value
   I. Estimated Captured Appraised Value
   J. Duration of the TIRZ

IV. List of Exhibits

I. INTRODUCTION

A. Objectives

In December of 2021, the Georgetown City Council created Reinvestment Zone Number Six, City of Georgetown, Texas ("North Georgetown TIRZ" or the "Zone") consisting of approximately 224 acres of land generally located along IH35, north of the HWY195 intersection, pursuant to the Tax Increment Financing Act, as codified in Chapter 311 of the Texas Tax Code, as amended (the "Act").

The purpose of the TIRZ creation is to finance public infrastructure needed to develop the site for industrial and commercial use in partnership with JSACQ / Georgetown, LP a Texas limited partnership, Jackson Shaw or other developer (the "Developer"). In addition, authorized projects may include economic development grants, and other projects benefiting the Zone, for programs of economic development for the public purposes of developing and diversifying the economy, eliminating unemployment and underemployment, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants and loans from the TIRZ Fund, for activities that benefit and stimulate business and commercial activity in the Zone consistent with the powers of a municipality under Chapter 380, Local Government Code. The land within the Zone has been entitled for these uses as well as a portion for multi-family.

Currently, the site does not have wastewater infrastructure in place, which has impeded the development of this site and the surrounding area. The Zone will aid in offsetting the cost of construction of a sanitary sewer interceptor along the Dry Berry Creek bed, as outlined in the City's wastewater master plan (the "Line". The Line will be constructed by the Developer to City requirements and become city-owned public infrastructure upon completion and acceptance by the City.

This Line will connect with the Berry Creek Interceptor, which is a current City capital improvement project. The ultimate construction of the infrastructure will allow for wastewater service for a large area of the City of Georgetown spanning from HWY 195 to IH35, including the Zone. The estimated cost of the Dry Berry Creek interceptor line is approximately $15.9 million.

The Zone took effect upon the adoption of City ordinance no. 2021-94 establishing the Zone, which set 2021 tax year as the base year for the Zone . The term of the Zone terminates on December 31, 2038. That ordinance provided that the City will participate in the Zone for a period of fifteen (15) years by contributing and depositing into the Tax Increment Fund sixty percent (60%) of the City's tax increment from real property ad valorem taxes assessed and collected for tax years 2024 through and including 2028; fifty-five percent (55%) of the City's tax increment from real property ad valorem taxes assessed and collected for tax years for years 2029 through and including 2033; and fifty percent (50%) of the City's tax increment from real property ad valorem taxes assessed and collected for tax years 2034 through and including

2038. The tax increment base for the Zone is the total taxable market value (not agricultural use valuation) of all taxable real property located in the Zone determined as of January 1, 2021, the year in which the Zone was designated as a tax increment reinvestment zone (the "Tax Increment Base"). Tax Increment Base means the total appraised value of all real property taxable by the City a taxing unit located in Zone, and which participates in the Zone for the 2021 tax year. Tax Increment means the total amount of real property taxes levied and collected by the City and a taxing unit that participates in the Zone for that year on the Captured Appraised Value of real property taxable by the City and a taxing unit located in the Zone and participating in the Zone. Captured Appraised Value means the total taxable value of all real property taxable by the City and a taxing unit located in the Zone and participating in the Zone for the year, less the Tax Increment Base of the City and a taxing unit participating in the Zone. Currently only the City participates in the Zone, and no other taxing is expected to participate in the Zone. The City intends to adopt an ordinance which in addition to the adoption of this Final Project and Financing Plan will extend the term of the Zone so that the term of the Zone will terminate December 31, 2042 and will amend the City participation in the Zone (the "Zone Amendment Ordinance"). Following the adoption of Zone Amendment Ordinance: (i) the City will participate in the Zone by contributing sixty percent (60%) of the City' s tax increment from real property ad valorem taxes assessed and collected for tax years 2022 through and including 2026; fifty- five percent (55%) of the City' s tax increment from real property ad valorem taxes assessed and collected for tax years 2027 through and including 2031; and fifty percent (50%) of the City' s tax increment from real property ad valorem taxes assessed and collected for tax years 2032 through and including 2042; and (ii) the term of the Zone will terminate December 31, 20242.

The City and the Board of Directors (the "Board") entered into that certain TIF Zone Number Six Infrastructure Reimbursement Agreement with JSACQ / Georgetown LP dated January 7, 2022. The City and Board intend enter an amended and restated TIF Zone Number Six Infrastructure Reimbursement Agreement with JSACQ / Georgetown LP or other entity to provide funding for the Line and the provide economic development grants to be funded by the Tax Increment Fund (the "Amended and Restated Agreement"). Tax Increment Fund is the fund in which City Tax Increment is deposited for authorized projects for the Zone. The Amended and Restated Agreement is conditioned upon the City adoption of the Zone Amendment Ordinance. Following approval of the Amended Agreement the Developer will then be reimbursed for eligible costs for the design and construction of the Line utilizing annual payments from the tax Increment Fund). The maximum amount of such reimbursement is the lesser of $10 million, or actual costs paid and incurred by the Developer for the infrastructure. The Developer must complete construction of the wastewater line and 400,000 square feet of industrial development prior to receiving reimbursement payments. The first 400,000 square feet of industrial development can be serviced by temporary septic until the wastewater extension is completed. All other development within the Zone must be serviced by the wastewater line. As of the date of this Final Project and Financing Plan, the Developer has satisfied the requirement to construct the first 400,000 square feet of industrial development.

B. TIF Financing

Tax Increment Financing (TIF) is a tool local government may use to finance public improvements within defined areas that have unique challenges or opportunities for economic development. A municipality may make an area eligible for tax increment financing by designating a reinvestment zone (TIRZ). Taxes on the appraised value of real property in the zone in the year the zone was designated (the "base" year) continue flowing to the general funds of taxing units, but, for participating government units, all or part of the increased tax revenue due to greater real property values in the TIRZ flows to a tax increment fund ("Tax Increment Fund") for a specified maximum term of years.

Inclusion of a property in a TIF zone does not change the tax rate for any property. Tax rates in a TIF zone are the same as tax rates outside the zone and with the same set of taxing jurisdictions.

Money flowing to the TIF/TIRZ is disbursed according to one or more development agreements. These are contracts between the City of Georgetown and a developer. A development agreement must be in accordance with a TIF project plan and financing plan approved by the City Council after a recommendation by a Board of Directors as prescribed by the Act. The Tax Increment Fund may be used only as authorized by state law. Mere designation of a TIF zone is not an entitlement to future tax flow. Only if the City Council approves execution of a development agreement consistent with a TIF project plan and financing plan may cash flow from the Tax Increment Fund be utilized and then only in accord with terms of a development agreement.

C. Zone Description

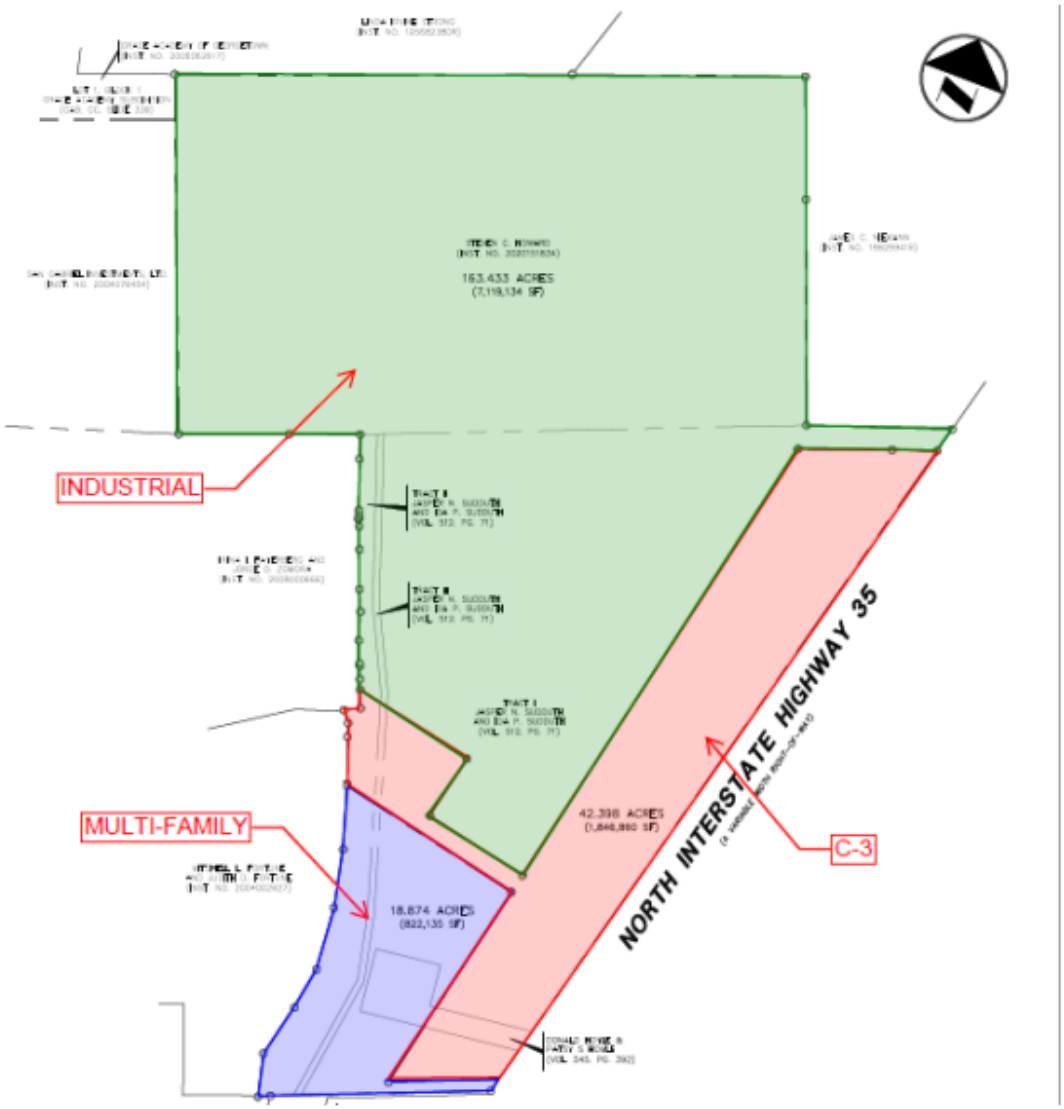
The map below depicts the vicinity and boundaries of the Zone. A metes and bounds description of all property located within the TIRZ is included as ***Exhibit 1*** to this Final Project and Financing Plan.

The tax increment generated within the Zone will be used to finance costs associated with the construction of the Line to serve the Zone which meets the definition of "project costs" under the Act and this Final Project and Financing Plan.

II. PROJECT PLAN

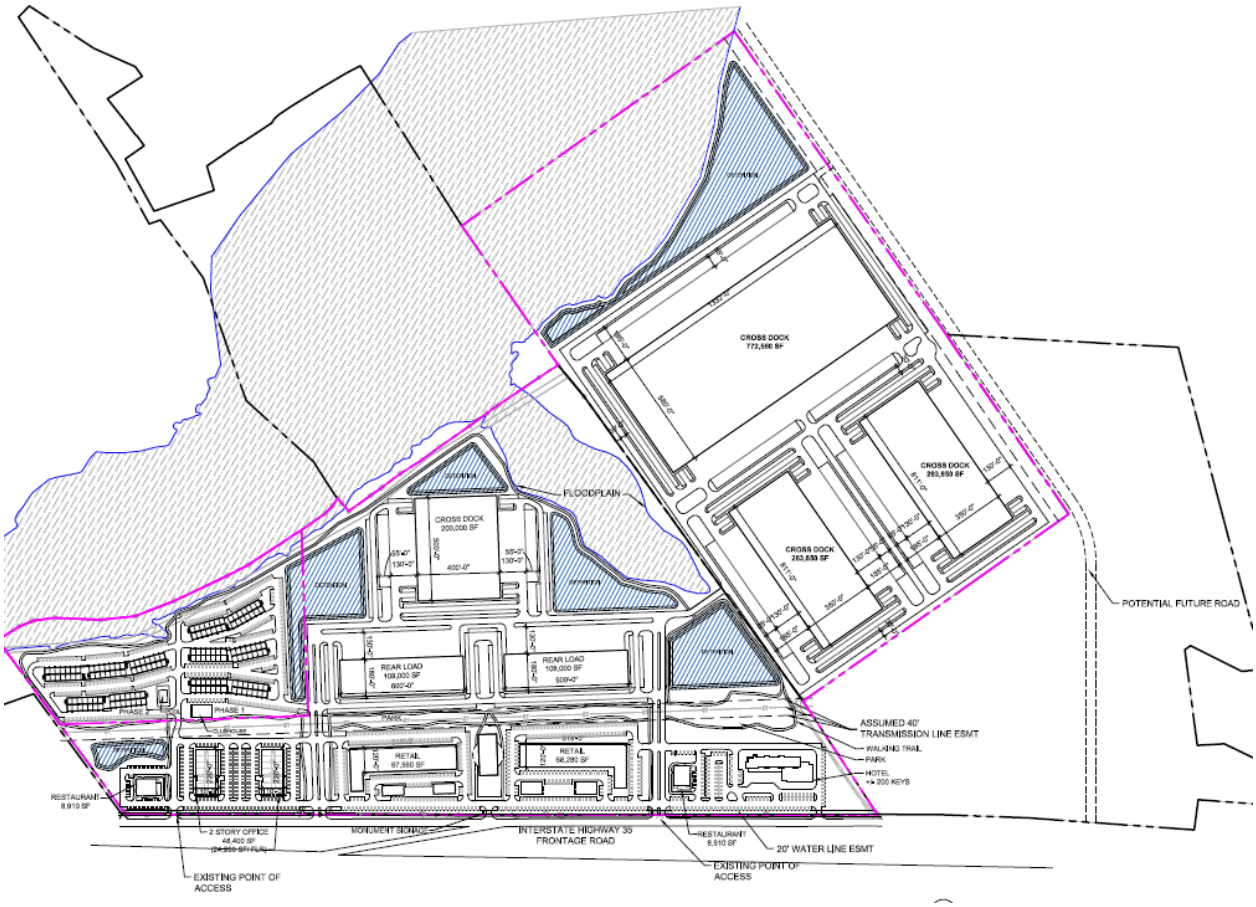
A. Existing Land Uses and Conditions

The Zone property is approximately 224 acres and currently zoned High-Density Multi-Family (MF-2) a total of 18.874 acres, General Commercial (C-3) a total of 42.398 acres, and Industrial (IN) a total of 163.433 acres. Zoning of the property was approved by the City Council October 26, 2021. The property was undeveloped and predominately vacant at the time of the zoning approval and the creation of the Zone.



B. Proposed Land Uses and Conditions

Proposed uses follow the zoning that is currently in place with approximately 1,700,000 square feet of industrial development, 392,000 square feet of commercial development, and 388 multi-family units.



C. Municipal Ordinances and Agreements

All property located within the Zone is within the corporate limits of the City of Georgetown and within the boundaries of Williamson County, Texas. It is entitled following the land use category restrictions in the City of Georgetown Unified Development Code, as of October 26, 2021. There are no anticipated changes to existing ordinances, plans, codes, rules or regulations of the City.

D. Non-Project Costs

The non-project costs include the cost of all development located within the Zone boundary due to the Zone project being an off-site public wastewater improvement. Development within the Zone will be privately funded, and no Tax Increment Fund reimbursement is expected. Non-project costs represent the expenditures estimated by the Developer necessary to complete the master plan for the site. Total real property capital investment is projected to be more than $268,000,000 by year 2029 based on the developer's estimate.

Property Type	Projected Completion Date	Square Feet/Units	RP Taxable Value PSF/Unit	RP Incremental Value
Industrial	2023	495,945	$ 105	$ 52,312,614
Industrial	2027	1,200,000	$ 105	$126,000,000
Multifamily	2029	350	$ 200,000	$ 70,000,000
Retail	2029	9,000	$ 200	$ 1,800,000
Total		**1,705,295**		**$250,112,614**

E. Relocation

No residential relocation will be required as part of the creation or development of the Zone.

III. FINANCING PLAN

A. List of Estimated Project Costs Including Administrative Expenses

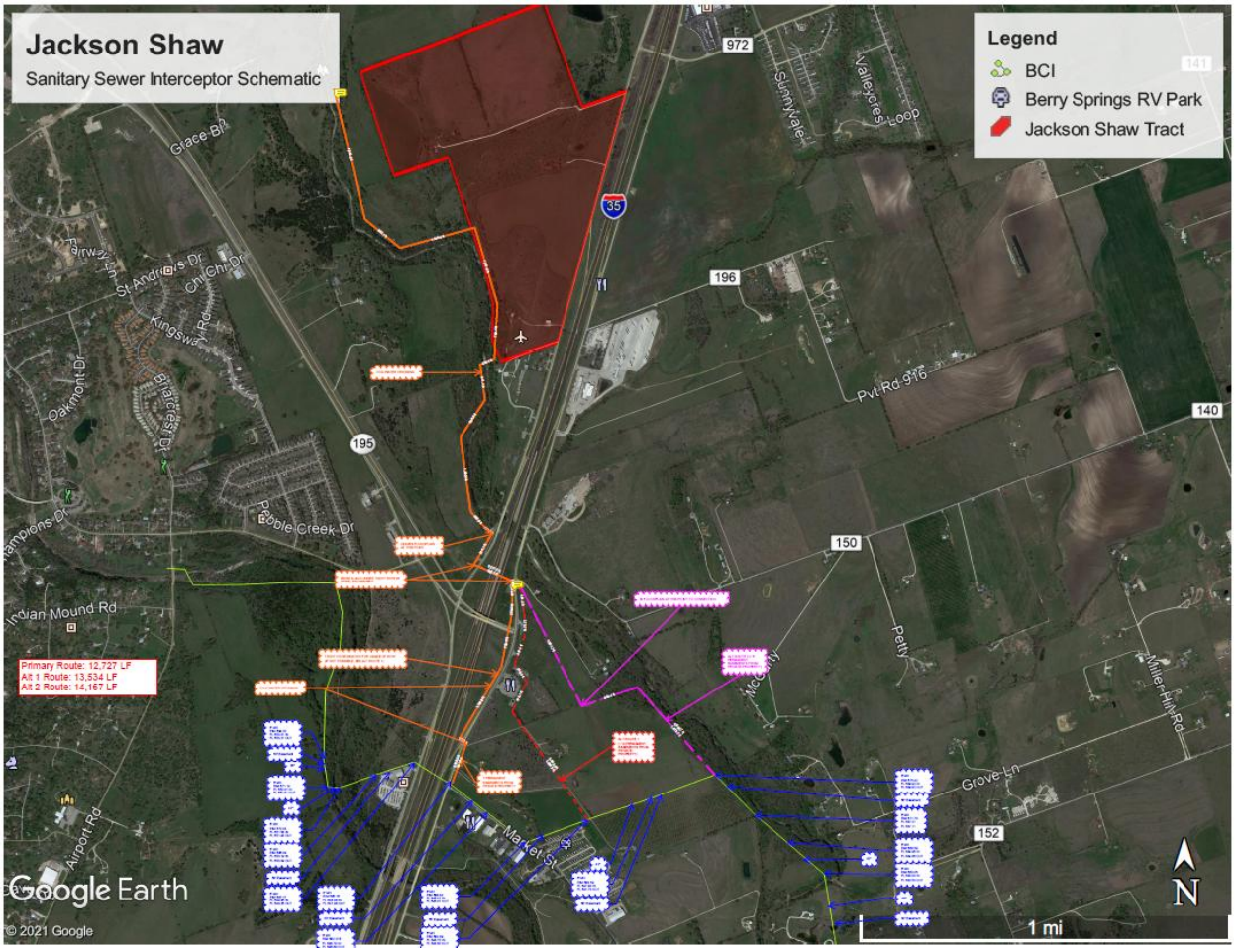
A breakout of the estimated costs associated with the construction of the Line is shown in the table below. In addition to the Line project costs, the City will also collect a one percent administration fee from the Zone, estimated at $850,000 over the term of the Zone.

Budget - Georgetown Sanitary Sewer Extension

Uses		Amount
Tree Mitigation Fees to City of Georgetown	$	688,620
Payment to landowner for easement	$	65,000
Civil Engineering Fees w/ Westwood	$	1,237,950
GC Contract w/ Arco Murray	$	12,255,301
Materials Testing	$	37,160
Bonds	$	404,000
Legal & Title Fees	$	150,000
Additional SS Connection for Speedy Stop	$	371,875
Water Line extension to Speedy Stop	$	88,000
Contingency (5% of GC Contract)	$	612,765
TOTAL	**$**	**15,910,671**

B. Kind, Number, Location of Public Improvements to be Financed by the Zone

The Zone will finance the Lince). For the Zone to have sanitary sewer service, over 12,000 linear feet of 36" sanitary sewer trunk line will need to be installed. This line will run along the Dry Berry Creek bed and connect to the Berry Creek Interceptor, a City-managed capital improvement project. A schematic of the proposed Line is in the graphic below.



C. Economic Feasibility Study

A market and economic feasibility study for the Zone was produced by Capital Market Research Group and is attached at *Exhibit 2*. Based on the attached study, the feasibility of the Zone has been demonstrated.

D. Estimate of Bonded Indebtedness to be Incurred

It is not anticipated that the City will issue debt to cover the costs of the Line or other authorized projects. The Zone Tax Increment Fund will fund the reimbursement to the Developer for the Line.

E. Time of Incurring Monetary Obligations

The table below illustrates the estimated development schedule of the Zone and the anticipated added real property value in years 2022 – 2042. The estimated contribution to the Tax Increment Fund each year is also shown. The calculations are based on the current real property tax rate and include an estimated inflation of 2% per year.

Year	WCAD Taxable Value (January 1)	Inflated Value at --	Planned Development Value	WCAD Taxable Value (December 31)	City Revenue	Increment Amount
2023			$37,200,000	$7,781,256	$27,479.66	-
2024	$37,200,000	$37,944,000	$52,500,000	$30,591,730	$108,035.31	-
2025	$90,444,000	$92,252,880	$112,000,000	$58,174,561	$205,444.63	-
2026	$204,252,800	$208,337,938	$45,000,000	$253,337,938	$894,667.99	-
2027	$253,337,938	$258,404,696		$258,404,696	$912,561.35	-
2028	$258,404,696	$263,572,790		$263,572,790	$930,812.58	$465,406.29
2029	$263,572,790	$268,844,246		$268,844,246	$949,428.83	$474,714.42
2030	$268,844,246	$274,221,131		$274,221,131	$968,417.41	$484,208.70
2031	$274,221,131	$279,705,554		$279,705,553	$987,785.76	$493,892.88
2032	$279,705,553	$285,299,665		$285,299,664	$1,007,541.47	$503,770.74
2033	$285,299,664	$291,005,658		$291,005,658	$1,027,692.30	$565,230.76
2034	$291,005,658	$296,825,771		$296,825,771	$1,048,246.15	$576,535.38
2035	$296,825,771	$302,762,287		$302,762,286	$1,069,211.07	$588,066.09
2036	$302,762,286	$308,817,532		$308,817,532	$1,090,595.29	$599,827.41
2037	$308,817,532	$308,817,532		$314,993,883	$1,112,407.20	$611,823.96
2038	$314,993,883	$314,993,883		$321,293,760	$1,134,655.34	$567,327.67
2039	$321,293,760	$321,293,761		$327,719,635	$1,157,348.45	$578,674.22
2040	$327,719,635	$327,719,636		$334,274,028	$1,180,495.42	$590,247.71
2041	$334,274,028	$334,274,029		$340,959,509	$1,204,105.32	$602,052.66
2042	$340,959,509	$340,959,510		$347,778,699	$1,228,187.43	$614,093.72
Total			**$246,700,000**		**$18,245,118.94**	**$8,315,873**

60% increment rebate
55% increment rebate
50% increment rebate

F. Method of Financing/Sources of Revenue

The City established a Tax Increment Fund (the "Fund") for the Zone in the ordinance designating the Zone. In accordance with Section 311.013 of the Act, the City will apply into the fund a portion of the increment generated from real property within the Zone.

The City will participate in the Zone by contributing a portion of the incremental increase in real property ad valorem taxes to the Tax Increment Fund commencing on creation of the Zone until December 31, 2042 when the Zone terminates if the Zone Amendment Ordinance is adopted.

The City will participate in the Zone as set forth above.

G. Economic Development Programs

The City Council and the Board have determined it may be necessary and convenient to the accomplishment of the objectives of this Final Project and Financing Plan to establish and provide for the administration of programs that are for the public purposes of developing and diversifying the economy of the Zone. The programs and grants authorized by this Section are authorized by Section 311.010(h) of the Act and by Article III, Section 52-a, Texas Constitution, as amended (the "Economic Development Program"). The City does not anticipate any economic development grants from the Tax Increment Fund as of the date of this Final Project and Financing Plan.

Any economic development grants will be part of the Economic Development Program ("Economic Development Grants") and will serve the public purpose of attracting new business and commercial activity to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increases in the real property tax base for all taxing units within the Zone, and increased job opportunities for residents of the City, Williamson County, and the region, all of which benefit the Zone and the City.

The Economic Development Program includes facilitating commercial development within the Zone in accordance with this Final Project and Financing Plan by providing economic development grants from the Tax Increment Fund in an amount to be set forth in such agreements, if any, as may be approved by the City.

H. Current Appraised Value

The base value, from which the captured appraised value is calculated, is the total market taxable value (not agricultural use valuation) of all property within the TIRZ on January 1, 2021, as shown in the rolls of the Williamson County Appraisal District.

Tax Parcel	Acreage	Assessed Value
R040489	1.92	$209,992
R040508	114.61	$11,786
R040488	102.91	$4,583
R040520	1.00	$45,898
R040496	2.80	$278,527
	223.24	**$550,786**

I. Captured Appraised Value

It is anticipated the taxable real property values will increase approximately 2% every year. An estimate of the Captured Appraised Value in each year of the projected life of the Zone is shown in the table below.

Year	WCAD Taxable Value (January 1)	Inflated Value at --	Planned Development Value	WCAD Taxable Value (December 31)	City Revenue	Increment Amount
2023			$37,200,000	$7,781,256	$27,479.66	-
2024	$37,200,000	$37,944,000	$52,500,000	$30,591,730	$108,035.31	-
2025	$90,444,000	$92,252,880	$112,000,000	$58,174,561	$205,444.63	-
2026	$204,252,800	$208,337,938	$45,000,000	$253,337,938	$894,667.99	-
2027	$253,337,938	$258,404,696		$258,404,696	$912,561.35	-
2028	$258,404,696	$263,572,790		$263,572,790	$930,812.58	$465,406.29
2029	$263,572,790	$268,844,246		$268,844,246	$949,428.83	$474,714.42
2030	$268,844,246	$274,221,131		$274,221,131	$968,417.41	$484,208.70
2031	$274,221,131	$279,705,554		$279,705,553	$987,785.76	$493,892.88
2032	$279,705,553	$285,299,665		$285,299,664	$1,007,541.47	$503,770.74
2033	$285,299,664	$291,005,658		$291,005,658	$1,027,692.30	$565,230.76
2034	$291,005,658	$296,825,771		$296,825,771	$1,048,246.15	$576,535.38
2035	$296,825,771	$302,762,287		$302,762,286	$1,069,211.07	$588,066.09
2036	$302,762,286	$308,817,532		$308,817,532	$1,090,595.29	$599,827.41
2037	$308,817,532	$308,817,532		$314,993,883	$1,112,407.20	$611,823.96
2038	$314,993,883	$314,993,883		$321,293,760	$1,134,655.34	$567,327.67
2039	$321,293,760	$321,293,761		$327,719,635	$1,157,348.45	$578,674.22
2040	$327,719,635	$327,719,636		$334,274,028	$1,180,495.42	$590,247.71
2041	$334,274,028	$334,274,029		$340,959,509	$1,204,105.32	$602,052.66
2042	$340,959,509	$340,959,510		$347,778,699	$1,228,187.43	$614,093.72
Total			**$246,700,000**		**$18,245,118.94**	**$8,315,873**

60% increment rebate
55% increment rebate
50% increment rebate

J. Duration of the TIRZ

The Zone commenced upon the adoption of Ordinance 2021-94 on December 17, 2021 and terminates on December 31, 2038; however, if the Zone Amendment Ordinance is adopted the Zone shall continue until December 31, 2042, unless sooner terminated as may be allowed by law.

IV.. LIST OF EXHIBITS

- Exhibit 1 – Metes and Bounds of TIRZ
- Exhibit 2 – Economic Feasibility Study

Exhibit 1
Metes and Bounds of TIRZ

FIELD NOTES FOR A 119.784 ACRE TRACT OF LAND:

BEING A 119.784 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS; SAID 119.784 ACRE TRACT, BEING ALL OF THAT CALLED 111.36 ACRE TRACT OF LAND KNOWN AS "TRACT I", THE REMAINING PORTION OF THAT CALLED 7.3 ACRE TRACT OF LAND KNOWN AS "TRACT II", AND ALL OF THAT CALLED 2.12 ACRE TRACT OF LAND KNOWN AS "TRACT III", RECORDED IN VOLUME 512, PAGE 71, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THAT CALLED 3.05 ACRE TRACT OF LAND RECORDED IN VOLUME 545, PAGE 392, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY CONVEYED TO JASPER N. SUDDUTH AND WIFE, IDA P. SUDDUTH IN INSTRUMENT RECORDED IN VOLUME 512, PAGE 71 AND BEING ALL OF THE SAME PROPERTY CONVEYED TO DONALD HOYLE AND WIFE, PATSY S. HOYLE IN INSTRUMENT RECORDED IN VOLUME 545, PAGE 392; SAID 119.784 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod located for the northwest corner of the remainder of said 7.3 acre tract, the northeast corner of that called 54.3 acre tract of land recorded in Document No. 2014088568, Official Public Records, Williamson County, Texas, being an angle point of that called 104.89 acre tract of land recorded in Document No. 2008016952, Official Public Records, Williamson County, Texas, said point being the northwest corner of the herein described tract of land;

Thence, with the northwest lines of the remainder of said 7.3 acre tract, said 2.12 acre tract, and said 111.36 acre tract, the southeast lines of said 104.89 acre tract, the following two (2) courses and distances:

1. **N 64° 22' 55" E,** a distance of **197.60'** (Record per Doc. No. 2008016952: N 65° 45' 36" E, a distance of 197.59'), to a 1/2" iron rod located for an angle point of the herein described tract of land;

2. **N 68° 12' 57" E,** a distance of **1820.19'** (Record per Doc. No. 2008016952: N 69° 36' 19" E, a distance of 1820.51'), to a 1" square iron pipe located for an angle point of said 111.36 acre tract, being the southeast corner of said 104.89 acre tract, the southwest corner of that called 72.32 acre tract of land recorded in Volume 886, Page 335, Deed Records, Williamson County, Texas, said point being an angle point of the herein described tract of land;

3. **Thence,** with the northwest line of said 111.36 acre tract, the southeast line of said 72.32 acre tract, **N 70° 40' 37" E,** passing a 1" iron pipe located at a distance of 656.89', continuing a total distance of **659.38'** (Record: N 74° 10' 00" E, a distance of 658.61')(Record per Vol. 886, Pg. 335: N 72° 57' 00" E, a distance of 658.13')(Record per Doc. No. 2006017468: N 70° 39' 41" E, a distance of 659.38'), to a 1/2" iron rod located in the northwest right-of-way line of Interstate Highway 35 Frontage Road as shown in Document No. 2006017468, Official Public Records, Williamson County, Texas, being the northeast corner of said 111.36 acre tract, said point being the northeast corner of the herein described tract of land;

4. **Thence,** with the northwest right-of-way line of Interstate Highway 35 Frontage Road, the southeast line of said 111.36 acre tract, **S 13° 56' 20" W,** passing a TxDOT concrete monument located at a distance of 543.58', a TxDOT concrete monument located at a

distance of 1000.60', a TxDOT concrete monument located at a distance of 2001.10', continuing 100.54' for a total distance of **3645.82'** (Record per Doc. No. 2006017468: S 13° 56' 29" W, a distance of 3646.70'), to a calculated point in a power pole in the northwest right-of-way line of Interstate Highway 35 Frontage Road as shown in Document No. 2006017468, Official Public Records, Williamson County, Texas, being the southeast corner of said 111.36 acre tract, said point being the southeast corner of the herein described tract of land;

5. **Thence,** departing the northwest right-of-way line of Interstate Highway 35 frontage road, with the southeast lines of said 111.36 acre tract, said 2.12 acre tract, and the remainder of said 7.3 acre tract, the northwest line of that called 1.249 acre tract of land known as "Second Tract", recorded in Volume 1732, Page 249, Deed Records, Williamson County, Texas, **S 67° 42' 10" W,** passing a 3/8" iron rod located at a distance of 0.42' for the northeast corner of said 1.249 acre tract, a 1/2" iron rod located at a distance of 994.53' for the northwest corner of said 1.249 acre tract, continuing 56.01' for a total distance of **1050.96'** (Record per Vol. 1732, Pg. 249: S 71° 00' 00" W, a distance of 990.14'), to a calculated point in the center of Dry Berry Creek, being the southwest corner of the remainder of said 7.3 acre tract, the southeast corner of that called 45.00 acre tract of land recorded in Document No. 2004002927, Official Public Records, Williamson County, Texas, being in a northwest line of that called 71.997 acre tract of land recorded in Document No. 2008000666, Official Public Records, Williamson County, Texas, said point being the southwest corner of the herein described tract of land;

Thence, with the approximate center line of Dry Berry Creek, the following twelve (12) courses and distances:

6. **N 18° 43' 13" W,** a distance of **119.07',** to a calculated point for an angle point of the herein described tract of land;

7. **N 08° 20' 24" W,** a distance of **77.91',** to a calculated point for an angle point of the herein described tract of land;

8. **N 06° 15' 48" E,** a distance of **102.38',** to a calculated point for an angle point of the herein described tract of land;

9. **N 16° 24' 06" E,** a distance of **224.02',** to a calculated point for an angle point of the herein described tract of land;

10. **N 07° 44' 03" E,** a distance of **168.85',** to a calculated point for an angle point of the herein described tract of land;

11. **N 07° 06' 33" W,** a distance of **204.47',** to a calculated point for an angle point of the herein described tract of land;

12. **N 11° 33' 16" W,** a distance of **283.45',** to a calculated point for an angle point of the herein described tract of land;

13. **N 13° 30' 25" W,** a distance of **113.69',** to a calculated point for an angle point of the herein described tract of land;

14. **N 19° 16' 42" W,** a distance of **358.97',** to a calculated point for an angle point of the herein described tract of land;

15. **N 21° 52' 20" W,** a distance of **91.57',** to a calculated point for an angle point of the herein described tract of land;

16. **N 32° 08' 36" W,** a distance of **49.98',** to a calculated point for an angle point of the herein described tract of land;

17. **N 42° 07' 33" W,** a distance of **44.61',** to a calculated point in the center of Dry Berry Creek, being in a northwest line of the remainder of said 7.3 acre tract, a southeast line of said 54.3 acre tract, said point being an exterior corner of the herein described tract of land;

18. **Thence,** departing the center of Dry Berry Creek, with a northwest line of the remainder of said 7.3 acre tract, a southeast line of said 54.3 acre tract, **N 62° 51' 22" E,** passing a 1/2" iron rod located for reference at a distance of 30.81', continuing 52.06' for a total distance of **82.87',** to a 1/2" iron rod located for an interior corner of the remainder of said 54.3 acre tract, the southeast corner of said 54.3 acre tract, said point being an interior corner of the herein described tract of land,

Thence, with the southwest lines of the remainder of said 7.3 acre tract, the northeast lines of said 54.3 acre tract, the following fourteen (14) courses and distances:

19. **N 21° 45' 16" W,** a distance of **131.35'** (Record per Doc. No. 2014088568: N 20° 22' 13" W, a distance of 131.35'), to a 60D nail located for an angle point of the herein described tract of land;

20. **N 20° 31' 05" W,** a distance of **60.86'** (Record per Doc. No. 2014088568: N 19° 06' 55" W, a distance of 60.76'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

21. **N 30° 43' 16" W,** a distance of **11.06'** (Record per Doc. No. 2014088568: N 29° 19' 54" W, a distance of 11.05'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

22. **N 22° 54' 40" W,** a distance of **104.20'** (Record per Doc. No. 2014088568: N 21° 31' 18" W, a distance of 104.14'), to a 1/2" iron rod located for an angle point of the herein described tract of land;

23. **N 18° 03' 10" W,** a distance of **130.05'** (Record per Doc. No. 2014088568: N 16° 43' 03" W, a distance of 130.08'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

24. **N 23° 12' 32" W,** a distance of **100.95'** (Record per Doc. No. 2014088568: N 21° 53' 07" W, a distance of 101.09'), to a 1/2" iron rod located for an angle point of the herein described tract of land;

25. **N 20° 47' 10" W,** a distance of **180.56'** (Record per Doc. No. 2014088568: N 19° 26' 34" W, a distance of 180.48'), to a 1/2" iron rod located for an angle point of the herein described tract of land;

26. **N 22° 02' 53" W,** a distance of **104.75'** (Record per Doc. No. 2014088568: N 20° 35' 52" W, a distance of 104.99'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

27. **N 26° 22' 25" W,** a distance of **33.25'** (Record per Doc. No. 2014088568: N 24° 55' 24" W, a distance of 33.32'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

28. **N 08° 48' 02" W,** a distance of **6.36'** (Record per Doc. No. 2014088568: N 07° 21' 01" W, a distance of 6.37'), to a 1/2" iron rod located for an angle point of the herein described tract of land;

29. **N 20° 14' 35" W,** a distance of **16.17'** (Record per Doc. No. 2014088568: N 18° 49' 16" W, a distance of 16.18'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

30. **N 20° 03' 30" W,** a distance of **17.68'** (Record per Doc. No. 2014088568: N 18° 38' 11" W, a distance of 17.69'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

31. **N 20° 06' 15" W,** a distance of **231.63'** (Record per Doc. No. 2014088568: N 18° 40' 56" W, a distance of 231.73'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

32. **N 19° 32' 43" W,** a distance of **110.22'** (Record per Doc. No. 2014088568: N 18° 07' 24" W, a distance of 110.27'), to the **POINT OF BEGINNING** containing **119.784 acres** of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.

FIELD NOTES FOR A 104.884 ACRE TRACT OF LAND:

BEING A 104.884 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM ROBERTS SURVEY,ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS; SAID 104.884 ACRE TRACT,BEING ALL OF THAT CALLED 104.89 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2020151834, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 104.884 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METESAND BOUNDS AS FOLLOWS:

BEGINNING at a 1" square iron pipe located for the easternmost corner of said 104.89 acre tract, the southernmost corner of that called 72.32 acre tract of landrecorded in Volume 886, Page 335, Deed Records, Williamson County, Texas, being an angle point of that called 111.36 acre tract of land known as "Tract 1",recorded in Volume 512, Page 71, Deed Records, Williamson County, Texas, saidpoint being the easternmost corner of the herein described tract of land;

Thence, with the southeast lines of said 104.89 acre tract, the northwest lines of said 111.36 acre tract, the following two (2) courses and distances:

1. **S 68° 12' 57" W,** a distance of **1820.19'** (Record: S 69° 36' 19" W, a distance of 1820.51'), to a 1/2" iron rod located for an angle point of the herein described tract of land;

2. **S 64° 22' 55" W,** a distance of **197.60'** (Record: S 65° 45' 36" W, a distance of197.59'), to a 1/2" iron rod located for an angle point of said 104.89 acre tract, the westernmost corner of said 111.36 acre tract, the northernmost corner of that called 54.3 acre tract of land recorded in Document No. 2014088568, Official Public Records, Williamson County, Texas, said point being an angle point of the herein described tract of land;

Thence, with the southeast lines of said 104.89 acre tract, the northwest lines ofsaid 54.3 acre tract, the following two (2) courses and distances:

3. **S 69° 29' 55" W,** a distance of **320.10'** (Record: S 70° 51' 03" W, a distance of319.99'), to a 1/2" iron rod located for an angle point of the herein describedtract of land;

4. **S 69° 03' 58" W,** a distance of **499.96'** (Record: S 70° 29' 45" W, a distance of500.56'), to a 1/2" iron rod located for the southernmost corner of said 104.89acre tract, the easternmost corner of that called 33.63 acre tract of land recorded in Document No. 2004079454, Official Public Records, WilliamsonCounty, Texas, being an angle point of said 54.3 acre tract, said point beingthe southernmost corner of the herein described tract of land;

5. **Thence,** with the southwest line of said 104.89 acre tract, the northeast lineof said 33.63 acre tract, **N 21° 34' 01" W,** a distance of **1625.97'** (Record: N 20° 09' 53" W, a distance of 1624.84'), to a 1/2" iron rod located for the westernmost corner of said 104.89 acre tract, the northernmost corner of said 33.63 acre tract, being in a southeast line of that called 284.03 acre tract of land recorded in Volume 656, Page 620, Deed Records, Williamson County, Texas, said point being the westernmost corner of the hereindescribed tract of land;

6. **Thence,** with a northwest line of said 104.89 acre tract, the southeast line ofsaid 284.03 acre tract, **N 69° 02' 47" E,** a distance of **1795.12'** (Record: N 70°23' 23" E, a distance of 1795.28'), to a 1/2" iron rod located for an angle pointof said 104.89 acre tract, an angle point of said 284.03 acre tract, an anglepoint of said 72.32 acre tract, said point being an angle point of the hereindescribed tract of land;

Thence, with the common boundary lines of said 104.89 acre tract and said 72.32acre tract, the following three (3) courses and distances:

7. **N 69° 38' 42" E,** a distance of **1053.77'** (Record: N 71° 03' 05" E, a distance of1053.79'), to a 1" square iron pipe located for the northernmost corner of the herein described tract of land;

8. **S 21° 18' 14" E,** a distance of **554.64'** (Record: S 19° 54' 18" E, a distance of 554.70'), to a 3/8" iron rod located for an angle point of the herein describedtract of land;

S 21° 04' 34" E, a distance of **1020.48'** (Record: S 19° 42' 15" E, a distance 1020.54') to the **POINT OF BEGINNING** containing **104.884 acres** of land

Exhibit 2
Economic Feasibility Study

CAPITOL MARKET RESEARCH

North Georgetown Business Park

Economic Analysis for Potential TIRZ District

Prepared for

Ms. Laurie Brewer
Assistant City Manager
City of Georgetown
113 E. 8th Street
Georgetown, Texas 78627

By

Capitol Market Research, Inc.
1102 West Avenue, Suite 100
Austin, Texas 78701

On

December 7, 2021

Table (1)

Absorption Summary

North Georgetown Business Park

Year	Absorption		
	Industrial Sq. Ft.	Multi-Family Units	Retail Sq.Ft.
2021	0	0	0
2022	236,000	0	0
2023	0	0	25,000
2024	0	0	25,000
2025	50,000	0	25,000
2026	52,000	300	25,000
2027	56,000	0	25,000
2028	61,000	0	25,000
2029	65,000	0	0
2030	68,000	0	0
2031	79,000	0	0
2032	84,000	0	0
2033	89,000	0	0
2034	95,000	0	0
2035	100,000	0	0
2036	107,000	0	0
Total	1,142,000	300	150,000

Source: Capitol Market Research, December 2021 Development Summary.xls

Summary of Absorption estimates by property type

Table (2)

Average Building Value by Type

Georgetown Market Area

Land Use Category	Taxable Value	Square Footage	Value Per Sq.Ft.	Number of Units	Value per Unit
Industrial Space	$41,273,584	502,345	$82.16	n.a.	n.a.
Apartments	$369,592,735	2,135,606	$173.06	2,093	$176,585
Multi-tenant Retail	$91,576,160	548,860	$166.85	n.a.	n.a.

development summary.xls

Source: WCentral Appraisal District 2020 Taxable Values
Sample of Existing Buildings in Georgetown
Selected and compiled by Capitol Market Research, December 2021

Table (3)

Value Added by Property Type

North Georgetown Business Park

Year	Industrial Absorption in SF	Industrial Assessed Value	Multi-Family Absorption in Units	Multi-Family Assessed Value	Retail Absorption in SF	Retail Assessed Value	Planned Development Value
2021	0	$0	0	$0	0	$0	$0
2022	236,000	$19,352,000	0	$0	0	$0	$19,352,000
2023	0	$0	0	$0	25,000	$4,175,000	$4,175,000
2024	0	$0	0	$0	25,000	$4,175,000	$4,175,000
2025	50,000	$4,100,000	0	$0	25,000	$4,175,000	$8,275,000
2026	52,000	$4,264,000	300	$52,975,500	25,000	$4,175,000	$61,414,500
2027	56,000	$4,592,000	0	$0	25,000	$4,175,000	$8,767,000
2028	61,000	$5,002,000	0	$0	25,000	$4,175,000	$9,177,000
2029	65,000	$5,330,000	0	$0	0	$0	$5,330,000
2030	68,000	$5,576,000	0	$0	0	$0	$5,576,000
2031	79,000	$6,478,000	0	$0	0	$0	$6,478,000
2032	84,000	$6,888,000	0	$0	0	$0	$6,888,000
2033	89,000	$7,298,000	0	$0	0	$0	$7,298,000
2034	95,000	$7,790,000	0	$0	0	$0	$7,790,000
2035	100,000	$8,200,000	0	$0	0	$0	$8,200,000
2036	107,000	$8,774,000	0	$0	0	$0	$8,774,000
Total	1,142,000	$93,644,000	300	$52,975,500	150,000	$25,050,000	$139,607,500

Source: Capitol Market Research, December 2021

Development Summary.xls

Table (4)

Projected Tax Values 2021 - 2036

North Georgetown Business Park

Year	GTWN Taxable Value (January 1)	Planned Development Value	GTWN Taxable Value (December 31)	Inflated Value at (2.5%)	TIRZ Tax Revenue
2021	$550,786	$0	$550,786	$564,556	$2,264
2022	$564,556	$19,352,000	$19,916,556	$20,414,470	$81,862
2023	$20,414,470	$4,175,000	$24,589,470	$25,204,206	$101,069
2024	$25,204,206	$4,175,000	$29,379,206	$30,113,686	$120,756
2025	$30,113,686	$8,275,000	$38,388,686	$39,348,404	$157,787
2026	$39,348,404	$61,414,500	$100,762,904	$103,281,976	$414,161
2027	$103,281,976	$8,767,000	$112,048,976	$114,850,201	$460,549
2028	$114,850,201	$9,177,000	$124,027,201	$127,127,881	$509,783
2029	$127,127,881	$5,330,000	$132,457,881	$135,769,328	$544,435
2030	$135,769,328	$5,576,000	$141,345,328	$144,878,961	$580,965
2031	$144,878,961	$6,478,000	$151,356,961	$155,140,885	$622,115
2032	$155,140,885	$6,888,000	$162,028,885	$166,079,607	$665,979
2033	$166,079,607	$7,298,000	$173,377,607	$177,712,047	$712,625
2034	$177,712,047	$7,790,000	$185,502,047	$190,139,598	$762,460
2035	$190,139,598	$8,200,000	$198,339,598	$203,298,088	$815,225
2036	$203,298,088	$8,774,000	$212,072,088	$217,373,890	$871,669
Total	$1,634,474,679	$171,669,500	$1,806,144,179		$7,423,704

Source: Capitol Market Research, December 2021 Development Summary.xls

Tax revenue assumes the current City of Georgetown tax rate of $0.4010

Table (5)

Multi-Tenant Industrial Buildings in Development

Georgetown, Texas

Map No.	Name	Address	Developer Name	Size	Status
1	3033 Airport Road	3033 Airport Road	Texas Outdoor Power	110,000	Approved
2	Blue Springs Business Park	2900 S US Hwy 183	Molto properties	604,064	Submitted
3	Chula Caliza	Texas 195	Centric Commercial	203,125	Approved
4	Gateway 35	2550 North IH-35	Titan Development	1,133,530	Construction
5	Georgetown Logistics Park	Aviation Drive	Stonelake Capital	618,169	Approved
6	GTX Logistic Park	900 FM 972	Colliers International	3,434,782	Planned
7	Longhorn Junction Logistics Ctr	SE Inner Loop	Hilco Real Estate	447,000	Submitted
8	North Georgetown Business Pk	4811-4815 N IH-35	Jackson Shaw	1,540,260	Submitted
9	NorthPark35	101 Velocity Drive	Titan Development	503,730	Construction
10	Woodgate Corporate Park	4045 Airport Road	Cantera Real Estate Group	116,624	Construction
	Total Square Feet			8,711,284	

Source: Capitol Market Research, Georgetown City Records and Developer Interviews, December 2021

compsites_Ind_gtn_2021.xls

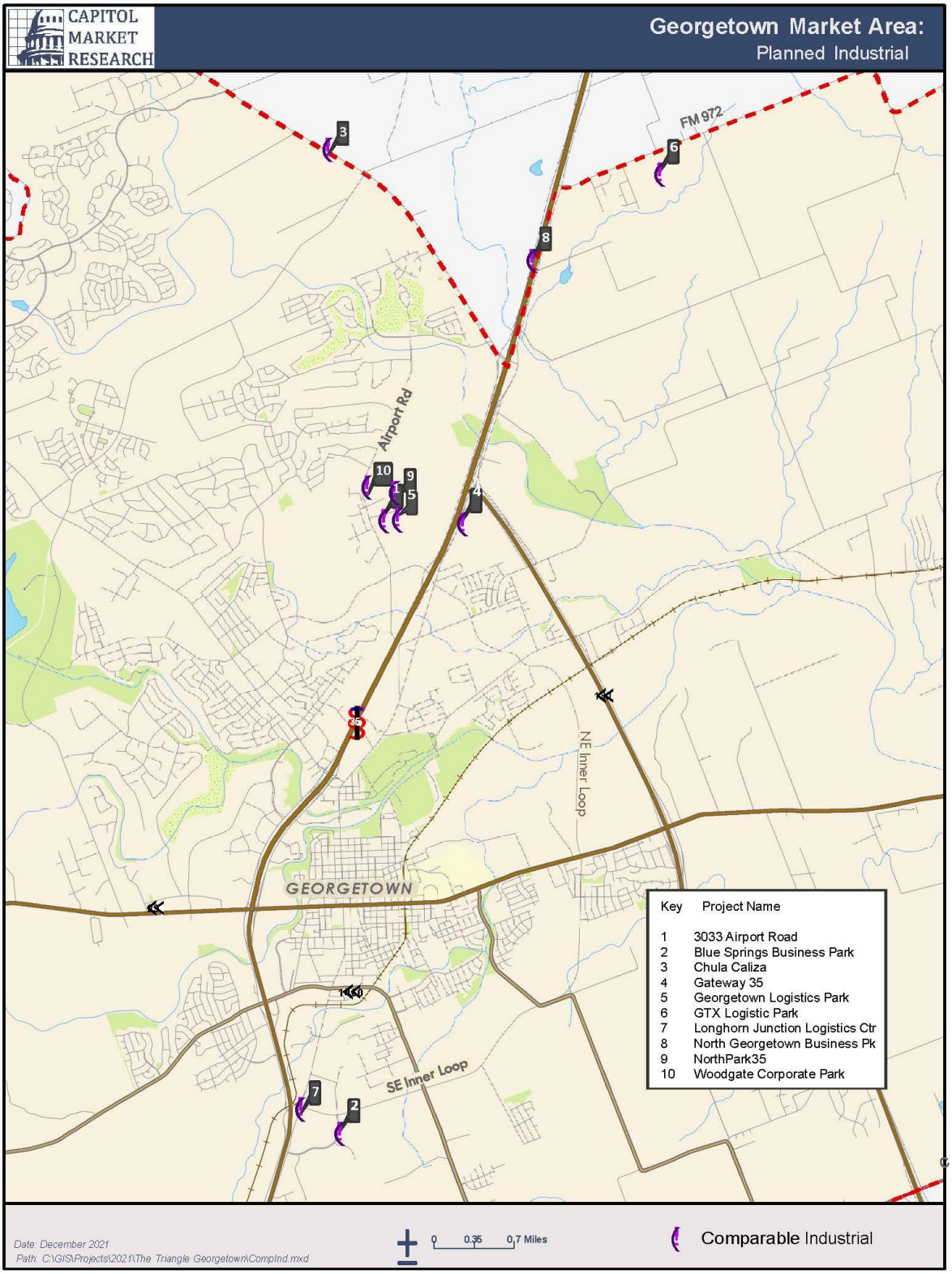

CAPITOL MARKET RESEARCH
Georgetown Market Area:
Planned Industrial
FM 972
Airport Rd
NE Inner Loop
SE Inner Loop
GEORGETOWN
Key Project Name
1 3033 Airport Road
2 Blue Springs Business Park
3 Chula Caliza
4 Gateway 35
5 Georgetown Logistics Park
6 GTX Logistic Park
7 Longhorn Junction Logistics Ctr
8 North Georgetown Business Pk
9 NorthPark35
10 Woodgate Corporate Park
Date: December 2021
Path: C:\GIS\Projects\2021\The Triangle Georgetown\CompInd.mxd
0 0.35 0.7 Miles
Comparable Industrial

Table (6)

Industrial Project Timing

Georgetown, Texas

Map No.	Name	Sq.Ft.	First Bldg. Delivered	*2021*	*2022*	*2023*	*2024*	*2025*	*Future*
1	3033 Airport Road	110,000	tbd	...	...	...	...	...	110,000
2	Blue Springs Business Park	604,064	Mar-22	...	604,064	...	...	...	...
3	Chula Caliza	203,125	Aug-22	...	40,625	...	...	...	162,500
4	Gateway 35	1,133,530	Jun-22	...	294,250	...	...	...	839,280
5	Georgetown Logistics Park	618,169	Mar-23	...	...	495,450	...	...	122,719
6	GTX Logistic Park	3,434,782	tbd	...	...	...	...	...	3,434,782
7	Longhorn Junction Logistics Ctr	447,000	tbd	...	...	...	...	...	447,000
8	North Georgetown Business Pk	1,540,260	Sep-22	...	236,000	...	...	...	595,347
9	NorthPark35	503,730	Oct-21	331,030	172,700	...	...	...	...
10	Woodgate Corporate Park	116,624	Mar-22	...	116,624	...	...	...	...
	Total Square Feet	8,711,284		331,030	1,464,263	495,450	0	0	5,711,628

Source: Capital Market Research, Georgetown City Records and Developer Interviews, December 2021

compsites_ind_gtn_2021.xls

Table (7)

Industrial Demand Forecast

Georgetown and North Georgetown Business Park

Year	MSA	Market Area			Subject				
	Annual Demand	Market Area %	Demand (Sq.Ft.)	Additions (Sq.Ft.)	Capture Rate	Competitive Capture Rate	Blended Capture Rate	Absorption (Sq.Ft.)	Cumulative Absorption (Sq.Ft.)
2021	2,368,000	11.2%	265,216	331,030	*17.7%*	*30.0%*	*23.8%*	63,229	63,229
2022	3,123,200	11.6%	362,291	1,464,263	*17.7%*	*30.7%*	*24.2%*	87,580	150,809
2023	2,179,200	12.0%	261,504	495,450	*17.7%*	*31.3%*	*24.5%*	64,087	214,897
2024	1,788,800	12.4%	221,811	0	*17.7%*	*32.0%*	*24.8%*	55,099	269,996
2025	1,539,200	12.8%	197,018	0	*17.7%*	*32.7%*	*25.2%*	49,597	319,593
2026	1,552,000	13.2%	204,864	0	*17.7%*	*33.3%*	*25.5%*	52,255	371,848
2027	1,587,200	13.6%	215,859	216,000	*17.7%*	*34.0%*	*25.8%*	55,779	427,627
2028	1,651,200	14.0%	231,168	231,000	*17.7%*	*34.7%*	*26.2%*	60,506	488,133
2029	1,705,600	14.4%	245,606	246,000	*17.7%*	*35.3%*	*26.5%*	65,104	553,237
2030	1,721,600	14.8%	254,797	255,000	*17.7%*	*36.0%*	*26.8%*	68,389	621,626
2031	1,907,200	15.2%	289,894	290,000	*17.7%*	*36.7%*	*27.2%*	78,776	700,402
2032	1,955,200	15.6%	305,011	305,000	*17.7%*	*37.3%*	*27.5%*	83,900	784,302
2033	2,000,000	16.0%	320,000	320,000	*17.7%*	*38.0%*	*27.8%*	89,090	873,392
2034	2,048,000	16.4%	335,872	336,000	*17.7%*	*38.7%*	*28.2%*	94,628	968,020
2035	2,096,000	16.8%	352,128	352,000	*17.7%*	*39.3%*	*28.5%*	100,382	1,068,402
2036	2,147,200	17.2%	369,318	369,000	*17.7%*	*40.0%*	*28.8%*	106,514	1,174,916
Total			4,432,358	5,210,743			*26.5%*	1,174,916	

Source: Capitol Market Research, Georgetown City Records and Developer Interviews, December 2021

compsites_ind_2020.xls

Table (8)

Industrial Absorption Forecast

North Georgetown Business Park

Year	Subject				
	Subject Demand	Cumulative Demand	New Industrial Space Added	Cumulative Industrial SF Added	Cumulative Demand less SF Added
2021	63,229	63,229	0	0	63,229
2022	87,580	150,809	236,000	236,000	(85,191)
2023	64,087	214,897	0	236,000	(21,103)
2024	55,099	269,996	0	236,000	33,996
2025	49,597	319,593	50,000	286,000	33,593
2026	52,255	371,848	52,000	338,000	33,848
2027	55,779	427,627	56,000	394,000	33,627
2028	60,506	488,133	61,000	455,000	33,133
2029	65,104	553,237	65,000	520,000	33,237
2030	68,389	621,626	68,000	588,000	33,626
2031	78,776	700,402	79,000	667,000	33,402
2032	83,900	784,302	84,000	751,000	33,302
2033	89,090	873,392	89,000	840,000	33,392
2034	94,628	968,020	95,000	935,000	33,020
2035	100,382	1,068,402	100,000	1,035,000	33,402
2036	106,514	1,174,916	107,000	1,142,000	32,916
Total	1,174,916		1,142,000		

Capitol Market Research, December 2021 compsites_ind_2020.xls

Annual Demand is from Table (7). Build out estimated by CMR.

Table (9)

Multi-Family Projects in Development

Georgetown Market Area

Map No	Project	Address	Units	Developer	Status	Zoning
1	Allora North Georgetown	2815 N Austin Avenue	432	Trammel Crow Res.	Construction	C-3
2	Alta Austin Avenue	2601 N Austin Avenue	312	Wood Partners	Construction	MF-2
3	Alta Berry Creek	2201 SH 195	300	Wood Partners	Submitted	PUD
4	Arco and Pilare	2510 Bell Gin Road	350	KCG Development	Approved	PUD
5	Ascend Westinghouse	500 Westinghouse Rd.	300	DHI Communities	Construction	PUD
6	Chapel Hill Apartments	401 Westinghouse Rd.	324	Duke Companies	Construction	ETJ
7	Georgetown Heights (BFR)	512 Northwood Drive	100	Wan Bridge	Construction	TF
8	Morgan Georgetown	5400 North Mays Street	336	Morgan Group	Construction	PUD
9	North Gtwn Business Park	4811-4815 N Ih-35	300	Jackson Shaw	Planned	MF-2
10	Residences at Stillwater (AH)	1500 NE Inner Loop Rd	192	Pedcor	Construction	MF-2
11	Summit Lofts	1500 Rivery Blvd	256	TAC, Inc.	Construction	PUD
12	Vida Apartments (MI)	2900 NE Inner Loop	124	BT Cobb Development	Construction	MF-1
13	Villas of Georgetown	516 Wolf Ranch Pkwy	288	Western Securities	Approved	C-3
14	Windmill Hill Apartments	1221 Westinghouse Rd.	350	Mid-America Apts	Construction	MF-2
15	Wolf Ranch II	1845 W University Ave	321	McCann Realty	Construction	PUD
	Total Units		**4,285**			

Source: Capitol Market Research, Review of City records, developer interviews, December 2021 compsite_apt_gtn_2021.xls

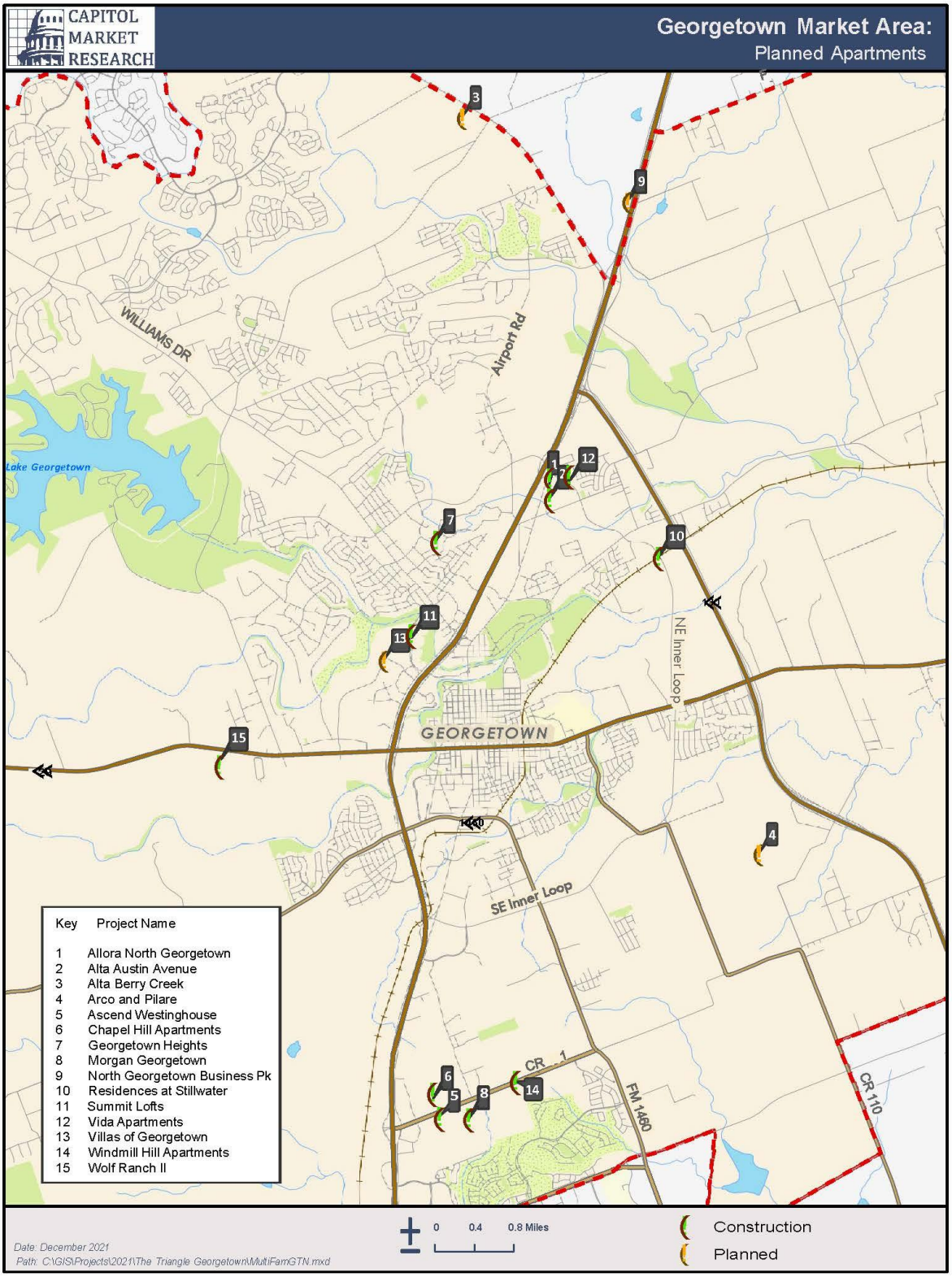

CAPITOL MARKET RESEARCH
Georgetown Market Area:
Planned Apartments
WILLIAMS DR
Airport Rd
Lake Georgetown
GEORGETOWN
NE Inner Loop
SE Inner Loop
CR 1
FM 1460
CR 110
Key Project Name
1 Allora North Georgetown
2 Alta Austin Avenue
3 Alta Berry Creek
4 Arco and Pilare
5 Ascend Westinghouse
6 Chapel Hill Apartments
7 Georgetown Heights
8 Morgan Georgetown
9 North Georgetown Business Pk
10 Residences at Stillwater
11 Summit Lofts
12 Vida Apartments
13 Villas of Georgetown
14 Windmill Hill Apartments
15 Wolf Ranch II
0 0.4 0.8 Miles
Construction
Planned
Date: December 2021
Path: C:\GIS\Projects\2021\The Triangle Georgetown\MultiFamGTN.mxd

Table (10)

Multi-Family Project Timing

Georgetown Market Area

Map No.	Project Name	First Unit Delivery	Units Planned	*2021*	*2022*	*2023*	*2024*	*2025*	*Future*
1	Allora North Georgetown	Sep-22	432	...	200	232	...	...	...
2	Alta Austin Avenue	Feb-22	312	...	312	...	...	...	...
3	Alta Berry Creek	Feb-23	300	...	...	300	...	...	...
4	Arco and Pilare	Mar-23	350	...	...	300	50	...	...
5	Ascend Westinghouse	Jan-23	300	...	...	300	...	...	...
6	Chapel Hill Apartments	Mar-22	324	...	324	...	...	...	...
7	Georgetown Heights (BFR)	Mar-22	100	...	100	...	...	...	...
8	Morgan Georgetown	Oct-22	336	...	120	216	...	...	...
9	North Gtwn Business Park	Jan-25	300	...	...	...	...	300	...
10	Residences at Stillwater (AH)	May-21	192	192	...	...	...	...	...
11	Summit Lofts	Feb-22	256	...	256	...	...	...	...
12	Vida Apartments (MI)	Oct-22	124	...	62	62	...	...	...
13	Villas of Georgetown	Mar-23	288	...	...	288	...	...	...
14	Windmill Hill Apartments	Feb-22	350	...	350	...	...	...	...
15	Wolf Ranch II	Sep-22	321	...	160	161	...	...	...
		Total New Units:	4,285	192	1,884	1,859	50	300	0
		Demand:		592	640	692	747	805	
	Annual Excess (shortage) of Demand:			400	(1,244)	(1,167)	697		...

Source: Capitol Market Research, Review of City records, developer interviews, December 2021

compsite_apt_gtn_2021.xls

Table (11)

Multi-Family Housing Demand Forecast

Market Area and Subject demand

Year	Market Area		Subject				
	Demand	Additions	Proportional Capture Rate	Competitive Capture Rate	Blended Capture Rate	Subject Demand	Cumulative Unit Demand
2021	393	192	*7.0%*	*15.0%*	*11.0%*	43	43
2022	409	1,884	*7.0%*	*15.0%*	*11.0%*	45	88
2023	427	1,859	*7.0%*	*15.0%*	*11.0%*	47	135
2024	445	50	*7.0%*	*15.0%*	*11.0%*	49	184
2025	465	0	*7.0%*	*15.0%*	*11.0%*	51	235
2026	485	480	*7.0%*	*15.0%*	*11.0%*	53	288
2027	505	510	*7.0%*	*15.0%*	*11.0%*	56	344
2028	528	530	*7.0%*	*15.0%*	*11.0%*	58	402
2029	551	550	*7.0%*	*15.0%*	*11.0%*	61	463
2030	575	570	*7.0%*	*15.0%*	*11.0%*	63	526
2031	599	600	*7.0%*	*15.0%*	*11.0%*	66	592
2032	624	620	*7.0%*	*15.0%*	*11.0%*	69	661
2033	650	650	*7.0%*	*15.0%*	*11.0%*	72	733
2034	676	680	*7.0%*	*15.0%*	*11.0%*	74	807
2035	703	700	*7.0%*	*15.0%*	*11.0%*	77	884
2036	731	730	*7.0%*	*15.0%*	*11.0%*	80	964
Total	8,765	10,605			*11.0%*	964	

Capitol Market Research, December 2021 compsite_apt_gtn_2021.xls

Note: Market Area forecasted apartment demand from Table (9), supply based on currently under construction product listed in Table (10), approximating demand starting in 2024. Subject Capture Rate based on the percentage of mixed commercial land in subject as a percentage of similar land in five other mixed-use communities in the market area, and the Competitive Rate as established by CMR.

Table (12)

Multi- Family Housing Absorption Forecast

North Georgetown Business park

Year	Subject				
	Subject Demand	Cumulative Demand	New TIRZ Units Added	Cumulative Units Added	Cumulative Demand less Units Added
2021	43	43	0	0	43
2022	45	88	0	0	88
2023	47	135	0	0	135
2024	49	184	0	0	184
2025	51	235	0	0	235
2026	53	288	300	300	(12)
2027	56	344	0	300	44
2028	58	402	0	300	102
2029	61	463	0	300	163
2030	63	526	0	300	226
2031	66	592	0	300	292
2032	69	661	0	300	361
2033	72	733	0	300	433
2034	74	807	0	300	507
2035	77	884	0	300	584
2036	80	964	0	300	664
Total	964		300		

Capitol Market Research, Decmber 2021 compsite_apt_gtn_2021.xls

Annual Demand is from Table (11). The delivery schedule was estimated by CMR.

Table (13)

Planned & Under Construction Retail Projects

Georgetown Market Area

Map No	Name	Address	Developer / Broker	Size	Anchor	Status
1	Bluebonnet Plaza	1310 West University Ave	JLL	100,000	Academy Sports	Construction
2	Cedar Breaks West	4600 Williams Dr	Durham & Bassett	115,000	Chase Bank	Construction
3	North Gtwn Business Park	4811-4815 N. IH-35	Jackson Shaw	150,000	tbd	Planned
4	WestingHouse & A.W. Grimes	3900 FM 1460	Resolut RE	38,650	tbd	Planned
5	Westinghouse Rd Corp Cntr	1200 Westinghouse Rd	TIG Realtors	40,000	tbd	Planned
6	Wolf Crossing	916 West University Dr.	JLL	142,900	tbd	Construction
7	Wolf Lakes Village	1010 West University Dr.	Wolf Lakes LP	521,377	HEB	Planned
8	Woodlake Crossing	4720 Williams Dr	ORYX	21,183	tbd	Construction
	Total Square Feet			**1,129,110**		

Source: Capitol Market Research, City of Georgetown site plans, developer interviews, December 2021 compsite_retail.xls

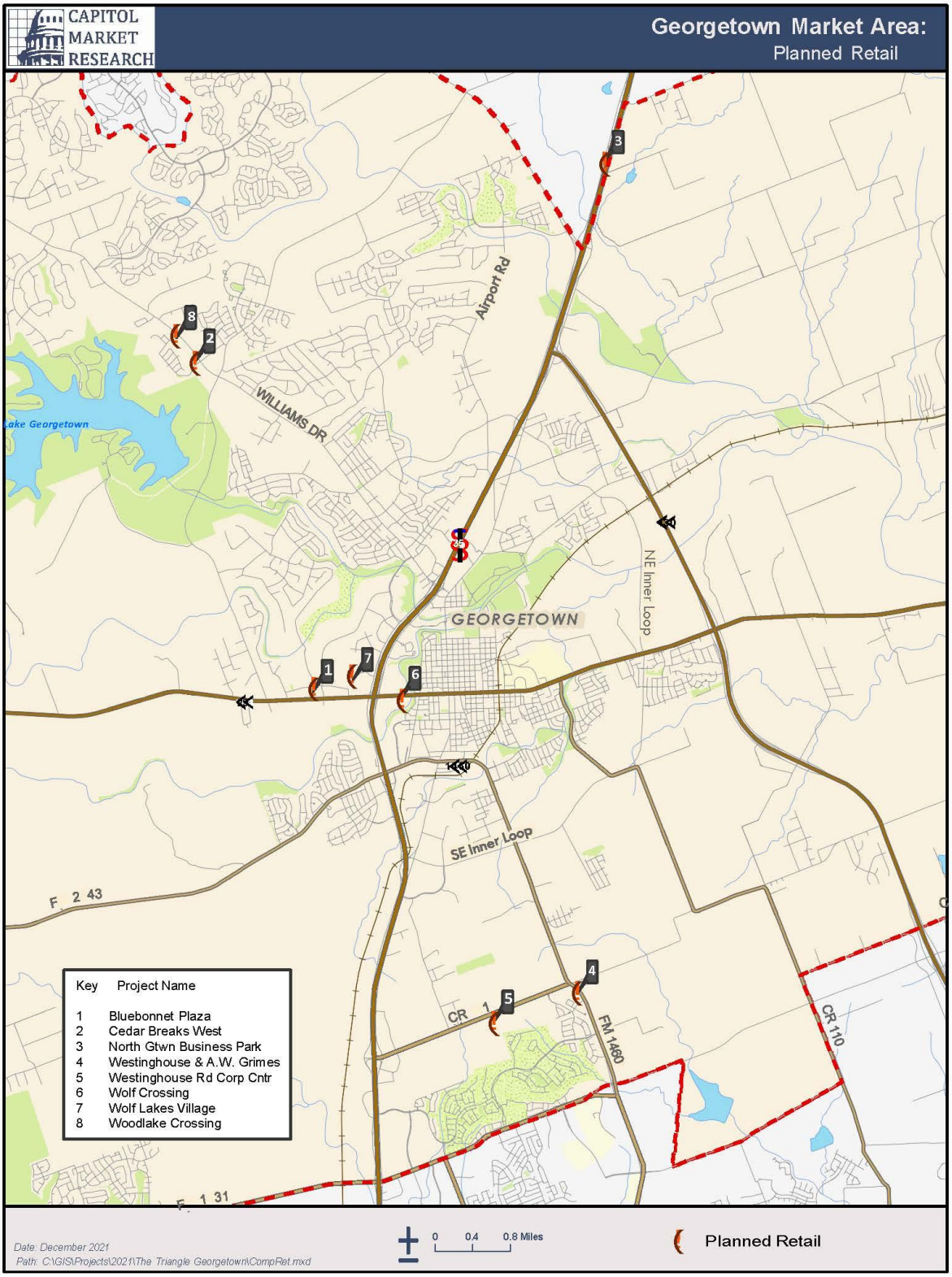

CAPITOL MARKET RESEARCH
Georgetown Market Area:
Planned Retail
Airport Rd
WILLIAMS DR
Lake Georgetown
GEORGETOWN
NE Inner Loop
SE Inner Loop
F 2 43
CR 1
FM 1460
CR 110
F 1 31
Key Project Name
1 Bluebonnet Plaza
2 Cedar Breaks West
3 North Gtwn Business Park
4 Westinghouse & A.W. Grimes
5 Westinghouse Rd Corp Cntr
6 Wolf Crossing
7 Wolf Lakes Village
8 Woodlake Crossing
Date: December 2021
Path: C:\GIS\Projects\2021\The Triangle Georgetown\CompRet.mxd
0 0.4 0.8 Miles
Planned Retail

Table (14)

Planned Retail Project Timing

Georgetown Market Area

Map No.	Name	Size	*2021*	*2022*	*2023*	*2024*	Future
1	Bluebonnet Plaza	100,000	.....	.....	.....	.....	100,000
2	Cedar Breaks West	115,000	.....	.....	.....	.....	115,000
3	North Gtwn Business Park	150,000	.....	.....	.....	.....	150,000
4	WestingHouse & A.W. Grimes	38,650	.....	.....	.....	.....	38,650
5	Westinghouse Rd Corp Cntr	40,000	.....	.....	.....	.....	40,000
6	Wolf Crossing	142,900	.....	32,000	.....	.....	110,900
7	Wolf Lakes Village	521,377	.....	.....	117,000	.....	404,377
8	Woodlake Crossing	21,183	.....	.....	.....	.....	.....
	Total	1,129,110	0	32,000	117,000	0	958,927

Source: Capitol Market Research, City of Georgetown site plans, developer interviews, December 2021 compsite_retail.xls

Table (15)

Retail Demand Forecast

Market Area and Subject Demand

Year	Market Area		Subject				
	Demand in Sq.Ft.	Additions	Proportional Capture Rate	Competitive Capture Rate	Blended Capture Rate	Subject Demand	Cumulative Unit Demand
2021	122,369	0	*13.3%*	*20.0%*	*16.6%*	20,365	20,365
2022	125,333	32,000	*13.3%*	*20.0%*	*16.6%*	20,858	41,223
2023	128,719	117,000	*13.3%*	*20.0%*	*16.6%*	21,422	62,645
2024	132,093	0	*13.3%*	*20.0%*	*16.6%*	21,983	84,628
2025	135,825	136,000	*13.3%*	*20.0%*	*16.6%*	22,604	107,232
2026	139,433	139,000	*13.3%*	*20.0%*	*16.6%*	23,205	130,437
2027	143,010	143,000	*13.3%*	*20.0%*	*16.6%*	23,800	154,237
2028	146,872	147,000	*13.3%*	*20.0%*	*16.6%*	24,443	178,680
2029	150,817	151,000	*13.3%*	*20.0%*	*16.6%*	25,100	203,780
2030	154,733	155,000	*13.3%*	*20.0%*	*16.6%*	25,751	229,531
2031	158,603	159,000	*13.3%*	*20.0%*	*16.6%*	26,395	255,926
2032	162,438	162,000	*13.3%*	*20.0%*	*16.6%*	27,034	282,960
2033	166,221	166,000	*13.3%*	*20.0%*	*16.6%*	27,663	310,623
2034	169,725	170,000	*13.3%*	*20.0%*	*16.6%*	28,246	338,869
2035	173,371	173,000	*13.3%*	*20.0%*	*16.6%*	28,853	367,722
2036	177,166	177,000	*13.3%*	*20.0%*	*16.6%*	29,485	397,207
Total	2,386,727	2,027,000			*16.6%*	397,207	

Capitol Market Research, December 2021 compsite_apt_gtn_2021.xls

Table (16)

Retail Absorption Forecast

North Georgetown Business Park

Year	Subject				
	Subject Demand	Cumulative Demand	New Retail Space Added	Cumulative Industrial SF Added	Cumulative Demand less SF Added
2021	20,365	20,365	0	0	20,365
2022	20,858	41,223	0	0	41,223
2023	21,422	62,645	25,000	25,000	37,645
2024	21,983	84,628	25,000	50,000	34,628
2025	22,604	107,232	25,000	75,000	32,232
2026	23,205	130,437	25,000	100,000	30,437
2027	23,800	154,237	25,000	125,000	29,237
2028	24,443	178,680	25,000	150,000	28,680
2029	25,100	203,780	0	150,000	53,780
2030	25,751	229,531	0	150,000	79,531
2031	26,395	255,926	0	150,000	105,926
2032	27,034	282,960	0	150,000	132,960
2033	27,663	310,623	0	150,000	160,623
2034	28,246	338,869	0	150,000	188,869
2035	28,853	367,722	0	150,000	217,722
2036	29,485	397,207	0	150,000	247,207
Total	397,207		150,000		

Capitol Market Research, December 2021 compsites_ind_2020.xls

Annual Demand is from Table (7). Build out estimated by CMR.

Table (17)

Assessed Values by Property Type 2021

Industrial Assessed Values

Building Name	Street Address	City	County	Completion Date	Building Sq.Ft.	Assessed Value	Value per Sq.Ft.
Tasus Corp	211 Tasus Way	Georgetown	Williamson	2005	95,810	$8,966,899	$93.59
Gtwn Industrial Park	6757 Airport Blvd.	Georgetown	Williamson	1983	157,620	$10,379,841	$65.85
Tx Electric COOP	100 Coop Way	Georgetown	Williamson	1998	133,326	$9,374,093	$70.31
Oakmont Center Sec 7	33 Cypress Blvd.	Round Rock	Williamson	2001	74,880	$8,813,014	$117.70
Oakmont Center Sec 7	29 Cypress Blvd.	Round Rock	Williamson	1999	40,709	$3,739,737	$91.87
					502,345	41,273,584	$82.16

Apartment Community Assessed Values

Community Name	Street Address	City	Completion Date	Total No. Units	Building Sq.Ft.	Assessed Value	Value Per Unit
Villages of Georgetown	1400 Westinghouse Rd.	Georgetown	2017	410	354,066	$81,333,904	$198,375
Retreat at Wolf Ranch	2323 Wolf Ranch Pky	Georgetown	2017	303	268,556	$49,000,000	$161,716
Bexley Wolf Ranch	2300 Wolf Ranch Pky	Georgetown	2016	332	307,473	$53,165,000	$160,136
Carroll at Rivery Ranch	800 Wolf Ranch	Georgetown	2018	360	495,688	$69,079,642	$191,888
Mansions 54	5401 N Mays St	Georgetown	2020	418	467,100	$70,708,484	$169,159
Williamson at the Overlook	1 Gabriels Bluff Dr	Georgetown	2020	270	242,723	$46,305,705	$171,503
				2,093	2,135,606	$369,592,735	$176,585

Retail Assessed Values

Building Name	Street Address	City	County	Completion Date	Building Sq.Ft.	Assessed Value	Value per Sq.Ft.
The Summit at Rivery Park	1503 Rivery Blvd	Georgetown	Williamson	2017	66,000	$19,268,217	$291.94
Georgetown Crossing	901 S IH 35	Georgetown	Williamson	2000	72,613	$10,163,192	$139.96
Oak Meadows Marketplace	5731 Williams Drive	Georgetown	Williamson	2018	77,050	$13,902,940	$180.44
Williamsburg Village	3010 WILLIAMS DR	Georgetown	Williamson	1990	106,610	$12,549,539	$117.71
Georgetown HEB	4500 WILLIAMS DR	Georgetown	Williamson	2001	109,569	$17,732,555	$161.84
Republic Square	900 N AUSTIN AVE	Georgetown	Williamson	1986	117,018	$17,959,717	$153.48
					548,860	$91,576,160	$166.85

Source: WCAD taxable values for 2021 Values.xlxs

RESOLUTION NO. -____

A Resolution of the Board of Directors of City of Georgetown Texas Tax Increment Reinvestment Financing Zone Number Six (the "North Georgetown TIRZ"), approving the Final Project and Financing Plan for City of Georgetown Tax Increment Reinvestment Financing Zone Number Six; approving Amended and Restated TIF Zone Number Six Infrastructure Reimbursement Agreement with City of Georgetown and JSACQ / Georgetown, LP,; providing for an effective date.

WHEREAS, City Council for the City of Georgetown, Texas adopted Ordinance No. 2021-94- designating Tax Increment Reinvestment Financing Zone Number Six as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the "Act"); and

WHEREAS, in compliance with the Act, the City Council previously approved a Preliminary Project and Financing Plan for Tax Increment Reinvestment Financing Zone Number Six (the "Preliminary Project and Financing Plan"); and

WHEREAS, in compliance with the Act the Board of Directors has reviewed and recommends that the City Council approve the Final Project and Financing Plan as set forth in Exhibit "A" attached hereto;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT FINANCING ZONE NUMBER SIX, THAT:

SECTION 1. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 2. The Board of Directors hereby approves and recommends that the City Council for the City of Georgetown, Texas, approve the Final Project and Financing Plan as set forth in Exhibit "A" attached hereto.

SECTION 3. Should any sentence, paragraph, subdivision, clause, phrase, or section of this Resolution be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Resolution as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional.

SECTION 4. All provisions of the resolutions in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 5. This resolution shall take effect from and after its passage.

PASSED, APPROVED AND ADOPTED by the Board of Directors of Tax Increment Reinvestment Financing Zone Number Six, on the _____ day of _____, 2026.

APPROVED

Board of Directors
Tax Increment Reinvestment Financing Zone Number Six

By: _____
Josh Schroeder, Chairperson

Exhibit "A"
Final Project and Financing Plan
Tax Increment Reinvestment Zone Number Six

Item Under Consideration: TIRZ #6

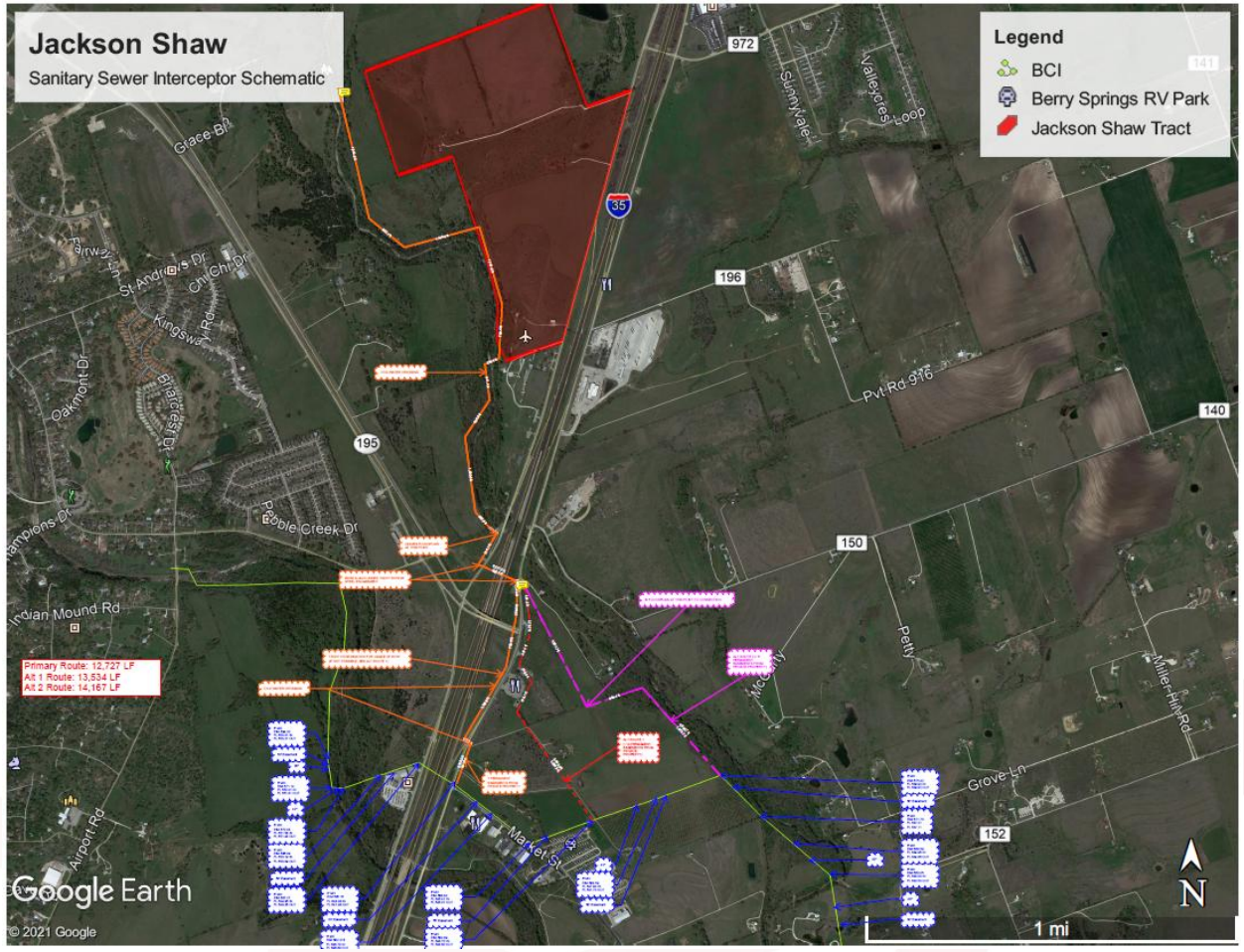
Location of Zone

224 acres generally located at 4800-5300 N. IH 35 on the west side of Interstate 35 in north Georgetown, Texas, positioned north of the State Highway 195 intersection and south of County Road 143.

TIRZ Financed Project

- In December 2021, the Georgetown City Council unanimously approved agreements to create Tax Increment Reinvestment Zone (TIRZ) Number Six.

- The TIRZ was set up to finance the Dry Berry Creek Interceptor, to bring sanitary sewer service to the site
- Over 12,000 linear feet of 36” sanitary sewer trunk line
- Line runs along the Dry Berry Creek bed to connect with the Berry Creek Interceptor
- Jackson Shaw will construct the line
- The original estimated cost of the project was $10,000,000



Original TIRZ Financing Structure

- Creation of a TIRZ with a 2021 “base year”
- City of Georgetown will contribute to the fund based on a 15-year schedule, beginning in 2024 and ending in 2038.
  - Years 1-5 60% contribution
  - Years 6-10 55% contribution
  - Years 11-15 50% contribution

Proposed Changes to TIRZ

- Base Year of 2021
- 20-year Schedule beginning in 2022 instead of 2024 and ending in 2042.
  - Years 1-5 60% contribution
  - Years 6-10 55% contribution
  - Years 11-20 50% contribution

Item Under Consideration

An Ordinance of the City Council of the City of Georgetown, Texas, amending Ordinance No. 2021-94 which designated Tax Increment Reinvestment Zone Number Six by extending the term of Tax Increment Reinvestment Zone Number Six; by adopting the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Six; by amending the City's participation in the Zone; providing a repealing clause; providing a severability clause; and providing an effective date.

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Second Reading - Amending Rates of Speed on Ronald Reagan Blvd

SUGGESTED ACTION:
Second Reading of an Ordinance to amend sections 10.12.090 & 10.12.130 of the Code of Ordinances related to the rates of speed on Ronald Reagan Blvd; extending the speed limit on Westinghouse Rd within the City limits; establishing a school zone on State Highway 195; and relocating a school zone on Woodlake Dr -- Lua Saluone, P.E., Transportation Manager

ITEM SUMMARY:
The City Council of the City of Georgetown finds it in the best interest of the community to periodically review and update speed zones within the City. The City Charter grants the City Council the authority to review and update certain chapters in the Code of Ordinances; and

Transportation has reviewed the speed zones along the following roadways and recommends modification of the speeds and school zones for:

- Ronald Reagan Blvd
- SH 195
- Westinghouse Rd
- Woodlake Dr.

City Council First Reading:
At their 8.11.2026 meeting, the City Council approved (7-0) the First Reading of the Ordinance for the proposed changes.

FINANCIAL IMPACT:
The cost of updating the regulatory signage is provided by the Public Works FY26 operating budget.

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

ATTACHMENTS:
ORD_School Zone and Reduced Speed Chapter 10 Update_8.25.2026.pdf
SH 195 School Zone Updated - 8-17-26.pdf
Westinghouse Rd - Speed Limit.pdf
Woodlake - Speed Zone Relocation - 8.17.2026.pdf
Exhibit A_Amendment to Sec. 10.12.090_8.25.2026.pdf
Exhibit B_Amendment to Sec. 10.12.130_8.25.2026.pdf
Exhibit A_Amendment to Sec. 10.12.090 redline.pdf
Exhibit B_Amendment to Sec. 10.12.130_redline.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTIONS 10.12.090 & 10.12.130 OF THE CODE OF ORDINANCES TO RELOCATE THE SCHOOL ZONE ON WOODLAKE DRIVE; TO ESTABLISH A SCHOOL SPEED ZONE ON SH 195; TO ESTABLISH A 55 MPH ZONE ON RONALD REAGAN BOULEVARD; AND TO EXTEND A SPEED ZONE ON WESTINGHOUSE ROAD; PROVIDING FOR A PENALTY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown finds it in the best interest of the community to periodically review and update speed zones within the City limits; and

WHEREAS, the Chapter 545 of the Texas Transportation Code outlines the processes and authorities for the Texas Department of Transportation and municipalities to establish speed zones and school speed zones; and

WHEREAS, the Texas Department of Transportation has requested a school speed zone of thirty-five-miles-per-hour on northbound SH 195 north and south of Grace Boulevard near Grace Academy in accordance with the TMUTCD Part 7; and

WHEREAS, the City Council desires to relocate the speed school zone near Ford Elementary School along Woodlake Drive due to the construction of a driveway associated with a new development in accordance with the TMUTCD Part 7; and

WHEREAS, the City desires to extend a forty-five-miles-per-hour speed zone on Westinghouse Road from I-35 to Glenns Passage (previously only to FM 1460); and

WHEREAS, the City desires to establish a fifty-five-miles-per-hour speed zone on Ronald Regan Boulevard between Somerset Hills Drive and Above and Beyond Way; and

WHEREAS, the City Council finds it to be in the best interest of the public to relocate a school speed zone, establish a school speed zone, and establish speed zones as set out herein.

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. Section 10.12.090 of the Code of Ordinances is amended as shown on Exhibit A.

Section 4. Section 10.12.130 of the Code of Ordinances is amended as shown on Exhibit B.

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.

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 and be in full force and effect ten (10) days after publication 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

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

ATTEST:

_____
Robyn Densmore, City Secretary

8/17/2026

SIGN DETAIL:

SCHOOL SPEED LIMIT ASSEMBLY:

FLASHING BEACON

SCHOOL SPEED LIMIT SIGN "35 MPH" WHEN FLASHING

CELL PHONE USE PROHIBITED PLAQUE

FLASHING BEACON

END SCHOOL ZONE:

SPEED LIMIT SIGN "55 MPH"

END SCHOOL ZONE PLAQUE

REDUCE SCHOOL SPEED LIMIT SIGN:

REDUCE SCHOOL SPEED LIMIT SIGN "35 MPH"

NO.	DATE	REVISION DESCRIPTION	APP. BY

DISCLAIMER:
THIS SCHEMATIC DRAWING DOES NOT CONSTITUTE A CONSTRUCTION PLAN.

GEORGETOWN TEXAS

GRACE ACADEMY
SH 195
SCHOOL ZONE

FED RD DIV NO	CONTRACT SHELL NO.	SHEET NO.
		1

STATE	DIST.	COUNTY
TEXAS		WILLIAMSON

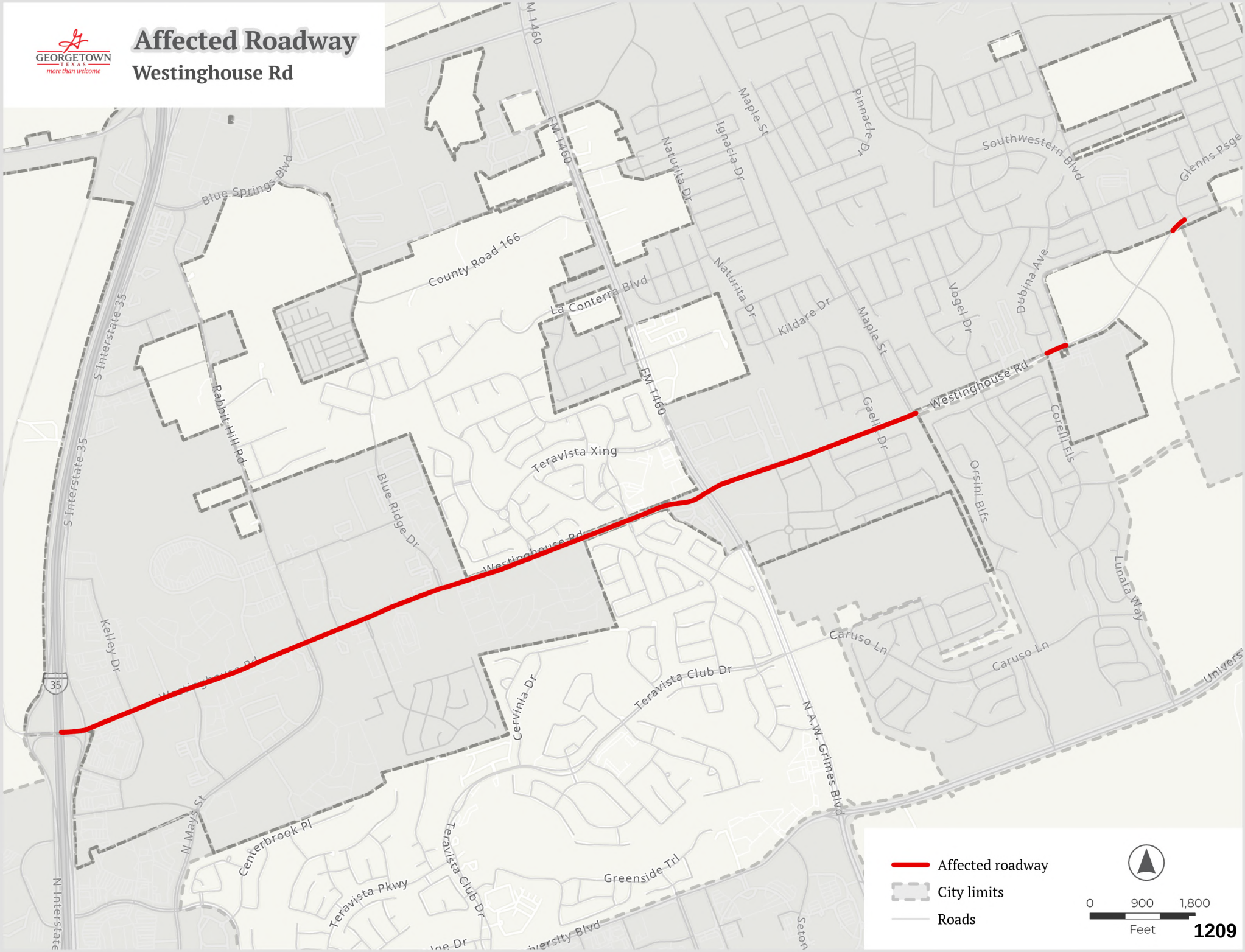
CONT.	SECT.	JOB	1208

NOTES:

A. Based on TMUTCD Section 7, the beginning point of a reduced school speed limit zone should be at least 200 ft in advance of the school grounds, however, this 200 ft distance should be increased if the reduce school speed limit is 30 mph or higher.

Affected Roadway

Westinghouse Rd



GEORGETOWN
TEXAS

WOODLAKE DRIVE SCHOOL ZONE RELOCATION

COUNTY	CITY	SHEET NO.
WILLIAMSON	GEORGETOWN	1

EXHIBIT A

Sec. 10.12.090. City streets.

It is determined upon the basis of an engineering and traffic investigation that the prima facie maximum speed limit on those portions of the below listed streets routed in the City Limits of Georgetown, is as stated in this Section, which prima facie maximum speed limit for vehicles travelling in each direction is effective at all times, and signs will be erected giving notice of the prima facie maximum speed limit so declared:

A. 10 Mile Per Hour Zones:

1. Stilling Basin—Booty's Crossing Road: Beginning at a point three-tenths of a mile west from the City Limit (500 feet from the west curbline of Tortoise Lane) and continuing west along Booty's Crossing Road and through the Stilling Basin parking lot, a prima facie maximum speed limit of 10 miles per hour.

B. 20 Mile Per Hour Zones:

1. South Pine Street: Beginning at MK&T Railroad and continuing south on Pine Street to the intersection of South Pine Street and East 22nd Street, a prima facie maximum speed limit of 20 miles per hour.

2. San Jose Street: Beginning at the intersection of Pine Street and East 15th Street and continuing south on San Jose Street to the intersection of San Jose Street and East 22nd Street, a prima facie maximum speed limit of 20 miles per hour.

3. East 22nd Street: Beginning at the intersection of South Pine Street and East 22nd Street and continuing east on East 22nd Street to the intersection of East 22nd Street and Maple Street, a prima facie maximum speed limit of 20 miles per hour.

4. Approach to San Gabriel Park Low Water Crossing—College Street: Beginning at a point on a lateral line extended from the east curbline of the San Gabriel Park Low Water Crossing and continuing southwest for a distance of 100 feet, a prima facie maximum speed limit of 20 miles per hour.

5. School Speed Zone. Lakeway Drive: Beginning approximately 100 feet at the west curbline of Whisper Oaks Drive and continuing east on Lakeway Drive to a point 230 feet from the east curbline of Northwest Boulevard, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:55 a.m., and 3:05 p.m. until 4:30 p.m., when school is in session.

6. School Speed Zone. Rockride Lane: From Southeast Inner Loop to a point 1,500 feet south of the centerline of Southeast Inner Loop, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m., and 2:45 p.m. until 4:15 p.m., when school is in session.

7. Reserved.

8. Reserved.

9. School Speed Zone. East 15th Street: Beginning approximately 150 feet west of the west curbline of Maple Street to approximately 109 feet east of the east curbline of James Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

10. School Speed Zone. Maple Street: Beginning at a point 265 feet north of the north curbline of East 19th Street and continuing south on Maple Street to the north curbline of East 22nd Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

11. School Speed Zone. Olive Street: Beginning at the south curbline of East 15th Street and continuing south on Olive Street to a point 70 feet south of the south curbline of East 17th Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

12. School Speed Zone. East 17th Street (1300 block): Beginning at the west curbline of Vine Street and continuing west on East 17th Street to the west curbline of Laurel Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

13. School Speed Zone. East 17th Street (1100 block): Beginning at the east curbline of Olive Street and continuing east on East 17th Street to the eastern dead end of the 1100 block of East 17th Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

14. School Speed Zone. Laurel Street: Beginning at the south curbline of East 15th Street and continuing south to the south curbline of East 18th Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

15. School Speed Zone. East 18th Street (1300 block): Beginning at the west curbline of Vine Street and continuing west on East 18th Street to the west curbline of Laurel Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

16. School Speed Zone. Rockcrest Drive: Beginning at the intersection of Rockcrest Drive and R.M. 2243 and continuing south on Rockcrest Drive to the north curbline of Susana Drive, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:10 a.m. until 8:55 a.m., and 3:05 p.m. until 4:30 p.m., when school is in session.

17. School Speed Zone. Woodview Drive: Beginning at a point 150 feet west of the west curbline of Woodstone Drive continuing west on Woodview Drive to the western limits of Woodview Drive, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:10 a.m. until 8:55 a.m., and 3:05 p.m. until 4:30 p.m., when school is in session.

18. School Speed Zone. Green Lee Drive: Beginning at a point 150 feet west of the west curbline of Woodstone Drive continuing west on Green Lee Drive to the western limits of Green Lee Drive, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:10 a.m. until 8:55 a.m., and 3:05 p.m. until 4:30 p.m., when school is in session.

19. School Speed Zone. Thousand Oaks Boulevard: Beginning at a point 150 feet west of the west curbline of Woodstone Drive continuing west on Thousand Oaks Boulevard to the western limits of Thousand Oaks Boulevard, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:10 a.m. until 8:55 a.m., and 3:05 p.m. until 4:30 p.m., when school is in session.

20. School Speed Zone. Northwest Boulevard: Beginning 175 feet south of the south curbline of Lakeway Drive of the intersection of Northwest Boulevard and Lakeway Drive, and continuing north along Northwest Boulevard to a point 70 feet south of Creek Drive, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m., and 2:45 p.m. until 4:15 p.m. when school is in session.

21. School Speed Zone. Village Commons Boulevard: Beginning 100 feet southeast of the Village Elementary School property line and continuing north on Village Commons Boulevard to a point 100 feet northeast of the school's northeast property line, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 until 3:40 p.m. when school is in session.

22. School Speed Zone. U.S. 81 (North Austin Avenue): Beginning on U.S. 81 (North Austin Avenue) 50 feet north of County Road 151 and continuing south on North Austin Avenue to the existing School Speed Zone, a prima facie maximum speed limit of 20 miles per hour during the hours of 8:00 a.m. until 8:55 a.m. and 3:49 p.m. until 4:24 p.m., when school is in session.

23. School Speed Zone. County Road 151: Beginning at a point 50 feet west of the west curbline of North Austin Avenue and continuing east on County Road 151 to a point 475 feet east of the east curbline of North Austin Avenue, a prima facie maximum speed limit of 20 miles per hour during the hours of 8:00 a.m. until 8:55 a.m. and 3:49 p.m. until 4:24 p.m. when school is in session.

24. Maple Street: Beginning at the north right-of-way line of State Highway 29, also known as University Avenue, and continuing north to the south right-of-way line of Seventh Street.

25. Berry Creek Low Water Crossing—Oak Tree Drive: Beginning at a point on Oak Tree Drive 60 feet west of the west curbline of Berry Creek Drive continuing west across the Berry Creek low water bridge 550 feet to a point 64 feet from the east curbline of Torrey Pines.

26. School Speed Zone. San Gabriel Boulevard: Beginning 78 feet north of the intersection of San Gabriel Boulevard and Leander Road (FM 2243) and continuing north approximately 337 feet to a point 35 feet south of the intersection of San Gabriel Boulevard and Spanish Oak Circle, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 8:15 a.m., and 5:00 p.m. until 6:00 p.m., Monday through Friday.

27. School Speed Zone. Arrowhead Lane/Cactus Trail/Thornwood Road: Arrowhead Lane: A length of Arrowhead Lane from its intersection with the Benold Middle School driveway north a distance of approximately 530 feet including its intersection with Thornwood Road; Cactus Trail: From its intersection with Arrowhead Lane west a distance of 130 feet; Thornwood Road: The entire length of Thornwood Road from its intersection with Northwest Boulevard west to its intersection with Arrowhead Lane, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m., and 2:45 p.m. until 4:15 p.m., when school is in session.

28. 7th Street: Beginning at the west right-of-way line of Montgomery Street and continuing west to its intersection with Bridge Street.

29. 8th Street: Beginning at the west right-of-way line of Scenic Drive continuing west to its intersection with Rucker Street.

30. 9th and 10th Streets: Beginning at the west right-of-way line of Scenic Drive continuing west to their intersections with Bridge Street.

31. Montgomery Street: Beginning at the north right-of-way line of 8th Street continuing north to its intersection with 7th Street.

32. Rucker Street: Beginning at the north right-of-way line of 8th Street continuing north to its dead end just north of 7th Street.

33. Bridge Street: Beginning at its intersection with 10th Street continuing north to its intersection with 7th Street.

34. Reserved.

35. Reserved.

36. Reserved.

37. School Speed Zone. Katy Crossing Boulevard: Beginning at a point 170 feet south of the south curbline of its intersection with River Park Lane and River Park Cove and continuing southeast approximately 1,593 feet to the property line of Cooper Elementary School, during the hours of 7:25 a.m. until 8:55 a.m. and 3:05 p.m. until 4:30 p.m., when school is in session.

38. School Speed Zone. Woodlake Drive: Beginning at a point 312 feet south of the south curbline of its intersection with Williams Drive and continuing southwest approximately 779 feet, during the hours of 7:25 a.m. until 8:05 p.m. and 3:05 p.m. until 3:40 p.m., when school is in session.

39. School Speed Zone. Bellaire Dr.: Beginning at a point 41 feet from the east curbline of Tescate Drive continuing 1,107 feet east to the west curbline of Rosedale Boulevard, during the hours of 7:25 a.m. until 8:05 a.m. and 3:05 p.m. until 3:40 p.m., when school is in session.

40. School Speed Zone. South Ridge Circle: Beginning at a point 120 feet from the stop bar before Leander Road continuing east and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

41. School Speed Zone. Norwood Drive West: Beginning at a point 90 feet from the stop bar before Leander Road continuing east and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

42. School Speed Zone. Norwood Drive East: Beginning at a point 85 feet from the stop bar before Leander Road continuing east and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

43. School Speed Zone. River Bow Drive: Beginning at a point 100 feet from the stop bar before Leander Road continuing east and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

44. School Speed Zone. Tallwood Drive: Beginning at a point 90 feet from the stop bar before Leander Road continuing east and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

45. School Speed Zone. Deepwood Drive: Beginning at a point 100 feet from the stop bar before Leander Road continuing east 85 feet and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

46. School Speed Zone. Windmill Cove: Beginning at a point 85 feet from the stop bar before Northwest Boulevard continuing north and south onto along Northwest Boulevard, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m. and 2:45 p.m. until 4:15 p.m., when school is in session.

47. School Speed Zone. Canyon Road South: Beginning at a point 85 feet from the stop bar before Northwest Boulevard continuing north and south onto along Northwest Boulevard, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m. and 2:45 p.m. until 4:15 p.m., when school is in session.

48. School Speed Zone. Canyon Road North: Beginning at a point 140 feet from the stop bar before Northwest Boulevard continuing north and south onto along Northwest Boulevard, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m. and 2:45 p.m. until 4:15 p.m., when school is in session.

49. School Speed Zone. Birch Oak Drive: Beginning at a point 50 feet from the stop bar before Lakeway Drive continuing north and south onto along Lakeway Drive, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m. and 2:45 p.m. until 4:15 p.m., when school is in session.

50. Traffic circle constructed at Rivery Boulevard and Park Lane and any portion of roadway in any direction within 150 feet of the traffic circle.

C. 25 Mile Per Hour Zones:

1. School Speed Zone. Inner Loop: Starting at a point 55 feet south of the south pavement edge of F.M. 971 continuing south 1,050 feet to the property line of Cooper School, during the hours of 7:25 a.m. until 8:55 a.m. and 3:05 until 4:30 p.m.

2. School Speed Zone. Stadium Drive. Starting at the City limit line on Stadium Drive approximately 40 linear feet east of east curbline of Krystal Knoll Parkway and extending 500 linear feet to the west during the hours of 7:30 a.m. until 8:10 a.m. and 3:40 p.m. to 4:15 p.m.

D. 35 Mile Per Hour Zones:

1. Del Webb Boulevard: Beginning 2,200 feet from the centerline of R.M. 2338 at its intersection with Del Webb Boulevard and continuing east and northeast along Del Webb Boulevard to its intersection with Whispering Wind Drive a prima facie maximum speed limit of 35 miles per hour.

2. Wolf Ranch Parkway (northbound and southbound): From SH 29 West to Rivery Blvd.

3. Rivery Boulevard from Williams Drive to Northwest Boulevard.

4. Rockride Lane (northbound and southbound): From Southeast Inner Loop to Sam Houston Avenue, a prima facie maximum speed limit of 35 miles per hour.

E. 40 Mile Per Hour Zones:

1. Approach to Airport Road—Lakeway Drive: Beginning at a point 600 feet west of the intersection of Airport Road and Lakeway Drive and continuing east to the west curbline of Airport Road, a prima facie maximum speed limit of 40 miles per hour.

2. Airport Road (South of Lakeway): Beginning at the intersection of the West Frontage Road of IH-35 and continuing north on Airport Road to a point 600 feet south of the intersection of Lakeway Drive and Airport Road, a prima facie maximum speed limit of 40 miles per hour.

3. Airport Road (North of Lakeway): Beginning at a point 600 feet north of the intersection of Lakeway Drive and Airport Road and continuing north on Airport Road to the northwest City Limit, a prima facie maximum speed limit of 40 miles per hour.

4. College Street (Back Park Road): Beginning at a point two-tenths of a mile north of the north curbline of 2nd Street and College and continuing northeast along College to a point two-tenths of a mile southwest of a lateral line extended from the west curbline of the San Gabriel Park Low Water Crossing, a prima facie maximum speed limit of 40 miles per hour.

5. Rivery Boulevard: Beginning at the south curbline of Country Club Road and continuing south/east to its intersection with the southbound (west) frontage road of IH-35.

6. Northwest Boulevard: Beginning at a point 200 feet south of the southern/eastern edge of the pavement of Serenada Drive to a point 140 feet north/west of the north/west curbline of Hedgewood Drive.

7. DB Wood Road: Beginning at State Highway 29 to Wolf Ranch Parkway.

8. Wolf Ranch Parkway: Beginning at DB Wood Road to Southwest Bypass.

9. Southeast Inner Loop (northbound and southbound): From a point 0.25 mile north of Rockride Lane to a point 0.25 mile south of Rockride Lane a prima facie maximum speed limit of 40 miles per hour.

F. 45 Mile Per Hour Zones:

1. Lakeway Drive: Beginning at a point 400 feet east of the east curbline of Northwest Blvd. and continuing east along Lakeway to a point 600 feet west of the intersection of Airport Road and Lakeway Drive, a prima facie maximum speed limit of 45 miles per hour;

2. Southeast Inner Loop (northbound and southbound): From State Highway 29 East/East University Avenue to a point 0.25 mile north of Rockride Lane; and from a point 0.25 mile south of Rockride Lane to Business 35/Austin Avenue a prima facie maximum speed limit of 45 miles per hour.

3. D.B. Wood Road (northbound and southbound): From FM 2338/Williams Drive to a point 1.5 miles south of FM 2338/Williams Drive and from SH 29 West to a point 0.75 mile north of SH 29 West.

4. Westinghouse Road (eastbound and westbound): From Interstate 35 to Glenns Passage, a prima facie maximum speed limit of 45 miles per hour.

G. 30 Mile Per Hour Zones:

1. The speed limit on all City streets is designated to be 30 miles per hour unless otherwise posted in compliance with this Chapter.

2. Del Webb Boulevard: Beginning at its intersection with Whispering Wind Drive and continuing east and northeast along Del Webb Boulevard to its intersection with Sun City Boulevard a prima facie maximum speed limit of 30 miles per hour.

H. Temporary Construction Zones:

1. The speed limit in and around construction areas shall be as designated by official signage erected by authority of the City's Traffic Engineer so long as the signage is posted in compliance with the Manual on Traffic Control Devices.

I. 55 Mile Per Hour Zones:

1. D.B. Wood Road (northbound and southbound): From a point 1.5 miles south of FM 2338/Williams Drive to a point 0.75 miles north of SH 29 West.

2. Reserved.

3. Southwest Bypass Road: From Wolf Ranch Parkway to RM 2243.

4. Ronald Reagan Blvd: Within the City limits beginning at the intersection of Somerset Hills Dr continuing east to 900 feet east of Above and Beyond Way.

J. 50 Mile Per Hour Zones:

1. Southwest Bypass: From RM 2243 to the Southbound Frontage Road of IH35.

EXHIBIT B

Sec. 10.12.130. State Highway 195.

It is hereby determined upon the basis of an engineering and traffic investigation that the prima facie maximum speed limit on those portions of SH 195 routed in the City, is hereby stated, which prima facie maximum speed limit shall be effective at all times and signs will be erected giving notice of the prima facie maximum speed limit so declared to wit.

Speed Zone

A. *Northbound:*

1. On SH 195 under Control-Section 0440-02 starting from milepoint 21.685 (at IH 35) to milepoint 19.521 (at Shell Rd./CR 143), a distance 2.1664 miles, a prima facie speed limit of 55 miles per hour.
2. Speed School Zone. On SH 195, beginning at a point 600 feet south of the south curbline of its intersection with Grace Blvd and continuing northbound 800 feet, during the hours of 7:30 a.m. until 8:30 a.m. and 2:30 p.m. to 3:30 p.m, a prima facie speed limit of 35 miles per hour, when school is in session.

B. *Southbound:*

On SH 195 under Control-Section 0440-02 starting from milepoint 19.521 (at Shell Rd./CR 143) to milepoint 21.685 (at IH 35), a distance 2.1664 miles, a prima facie speed limit of 55 miles per hour.

EXHIBIT A

Sec. 10.12.090. City streets.

It is determined upon the basis of an engineering and traffic investigation that the prima facie maximum speed limit on those portions of the below listed streets routed in the City Limits of Georgetown, is as stated in this Section, which prima facie maximum speed limit for vehicles travelling in each direction is effective at all times, and signs will be erected giving notice of the prima facie maximum speed limit so declared:

A. 10 Mile Per Hour Zones:

1. Stilling Basin—Booty's Crossing Road: Beginning at a point three-tenths of a mile west from the City Limit (500 feet from the west curbline of Tortoise Lane) and continuing west along Booty's Crossing Road and through the Stilling Basin parking lot, a prima facie maximum speed limit of 10 miles per hour.

B. 20 Mile Per Hour Zones:

1. South Pine Street: Beginning at MK&T Railroad and continuing south on Pine Street to the intersection of South Pine Street and East 22nd Street, a prima facie maximum speed limit of 20 miles per hour.
2. San Jose Street: Beginning at the intersection of Pine Street and East 15th Street and continuing south on San Jose Street to the intersection of San Jose Street and East 22nd Street, a prima facie maximum speed limit of 20 miles per hour.
3. East 22nd Street: Beginning at the intersection of South Pine Street and East 22nd Street and continuing east on East 22nd Street to the intersection of East 22nd Street and Maple Street, a prima facie maximum speed limit of 20 miles per hour.
4. Approach to San Gabriel Park Low Water Crossing—College Street: Beginning at a point on a lateral line extended from the east curbline of the San Gabriel Park Low Water Crossing and continuing southwest for a distance of 100 feet, a prima facie maximum speed limit of 20 miles per hour.
5. School Speed Zone. Lakeway Drive: Beginning approximately 100 feet at the west curbline of Whisper Oaks Drive and continuing east on Lakeway Drive to a point 230 feet from the east curbline of Northwest Boulevard, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:55 a.m., and 3:05 p.m. until 4:30 p.m., when school is in session.
6. School Speed Zone. Rockride Lane: From Southeast Inner Loop to a point 1,500 feet south of the centerline of Southeast Inner Loop, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m., and 2:45 p.m. until 4:15 p.m., when school is in session.
7. Reserved.
8. Reserved.
9. School Speed Zone. East 15th Street: Beginning approximately 150 feet west of the west curbline of Maple Street to approximately 109 feet east of the east curbline of James Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.
10. School Speed Zone. Maple Street: Beginning at a point 265 feet north of the north curbline of East 19th Street and continuing south on Maple Street to the north curbline of East 22nd Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

11. School Speed Zone. Olive Street: Beginning at the south curbline of East 15th Street and continuing south on Olive Street to a point 70 feet south of the south curbline of East 17th Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

12. School Speed Zone. East 17th Street (1300 block): Beginning at the west curbline of Vine Street and continuing west on East 17th Street to the west curbline of Laurel Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

13. School Speed Zone. East 17th Street (1100 block): Beginning at the east curbline of Olive Street and continuing east on East 17th Street to the eastern dead end of the 1100 block of East 17th Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

14. School Speed Zone. Laurel Street: Beginning at the south curbline of East 15th Street and continuing south to the south curbline of East 18th Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

15. School Speed Zone. East 18th Street (1300 block): Beginning at the west curbline of Vine Street and continuing west on East 18th Street to the west curbline of Laurel Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

16. School Speed Zone. Rockcrest Drive: Beginning at the intersection of Rockcrest Drive and R.M. 2243 and continuing south on Rockcrest Drive to the north curbline of Susana Drive, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:10 a.m. until 8:55 a.m., and 3:05 p.m. until 4:30 p.m., when school is in session.

17. School Speed Zone. Woodview Drive: Beginning at a point 150 feet west of the west curbline of Woodstone Drive continuing west on Woodview Drive to the western limits of Woodview Drive, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:10 a.m. until 8:55 a.m., and 3:05 p.m. until 4:30 p.m., when school is in session.

18. School Speed Zone. Green Lee Drive: Beginning at a point 150 feet west of the west curbline of Woodstone Drive continuing west on Green Lee Drive to the western limits of Green Lee Drive, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:10 a.m. until 8:55 a.m., and 3:05 p.m. until 4:30 p.m., when school is in session.

19. School Speed Zone. Thousand Oaks Boulevard: Beginning at a point 150 feet west of the west curbline of Woodstone Drive continuing west on Thousand Oaks Boulevard to the western limits of Thousand Oaks Boulevard, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:10 a.m. until 8:55 a.m., and 3:05 p.m. until 4:30 p.m., when school is in session.

20. School Speed Zone. Northwest Boulevard: Beginning 175 feet south of the south curbline of Lakeway Drive of the intersection of Northwest Boulevard and Lakeway Drive, and continuing north along Northwest Boulevard to a point 70 feet south of Creek Drive, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m., and 2:45 p.m. until 4:15 p.m. when school is in session.

21. School Speed Zone. Village Commons Boulevard: Beginning 100 feet southeast of the Village Elementary School property line and continuing north on Village Commons Boulevard to a point 100 feet northeast of the school's northeast property line, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 until 3:40 p.m. when school is in session.

22. School Speed Zone. U.S. 81 (North Austin Avenue): Beginning on U.S. 81 (North Austin Avenue) 50 feet north of County Road 151 and continuing south on North Austin Avenue to the existing School Speed Zone, a prima facie maximum speed limit of 20 miles per hour during the hours of 8:00 a.m. until 8:55 a.m. and 3:49 p.m. until 4:24 p.m., when school is in session.

23. School Speed Zone. County Road 151: Beginning at a point 50 feet west of the west curbline of North Austin Avenue and continuing east on County Road 151 to a point 475 feet east of the east curbline of North Austin Avenue, a prima facie maximum speed limit of 20 miles per hour during the hours of 8:00 a.m. until 8:55 a.m. and 3:49 p.m. until 4:24 p.m. when school is in session.

24. Maple Street: Beginning at the north right-of-way line of State Highway 29, also known as University Avenue, and continuing north to the south right-of-way line of Seventh Street.

25. Berry Creek Low Water Crossing—Oak Tree Drive: Beginning at a point on Oak Tree Drive 60 feet west of the west curbline of Berry Creek Drive continuing west across the Berry Creek low water bridge 550 feet to a point 64 feet from the east curbline of Torrey Pines.

26. School Speed Zone. San Gabriel Boulevard: Beginning 78 feet north of the intersection of San Gabriel Boulevard and Leander Road (FM 2243) and continuing north approximately 337 feet to a point 35 feet south of the intersection of San Gabriel Boulevard and Spanish Oak Circle, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 8:15 a.m., and 5:00 p.m. until 6:00 p.m., Monday through Friday.

27. School Speed Zone. Arrowhead Lane/Cactus Trail/Thornwood Road: Arrowhead Lane: A length of Arrowhead Lane from its intersection with the Benold Middle School driveway north a distance of approximately 530 feet including its intersection with Thornwood Road; Cactus Trail: From its intersection with Arrowhead Lane west a distance of 130 feet; Thornwood Road: The entire length of Thornwood Road from its intersection with Northwest Boulevard west to its intersection with Arrowhead Lane, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m., and 2:45 p.m. until 4:15 p.m., when school is in session.

28. 7th Street: Beginning at the west right-of-way line of Montgomery Street and continuing west to its intersection with Bridge Street.

29. 8th Street: Beginning at the west right-of-way line of Scenic Drive continuing west to its intersection with Rucker Street.

30. 9th and 10th Streets: Beginning at the west right-of-way line of Scenic Drive continuing west to their intersections with Bridge Street.

31. Montgomery Street: Beginning at the north right-of-way line of 8th Street continuing north to its intersection with 7th Street.

32. Rucker Street: Beginning at the north right-of-way line of 8th Street continuing north to its dead end just north of 7th Street.

33. Bridge Street: Beginning at its intersection with 10th Street continuing north to its intersection with 7th Street.

34. Reserved.

35. Reserved.

36. Reserved.

37. School Speed Zone. Katy Crossing Boulevard: Beginning at a point 170 feet south of the south curbline of its intersection with River Park Lane and River Park Cove and continuing southeast approximately 1,593 feet to the property line of Cooper Elementary School, during the hours of 7:25 a.m. until 8:55 a.m. and 3:05 p.m. until 4:30 p.m., when school is in session.

38. School Speed Zone. Woodlake Drive: Beginning at a point ~~247~~312 feet south of the south curbline of its intersection with Williams Drive and continuing southwest approximately ~~844~~779 feet, during the hours of 7:25 a.m. until 8:05 p.m. and 3:05 p.m. until 3:40 p.m., when school is in session.

39. School Speed Zone. Bellaire Dr.: Beginning at a point 41 feet from the east curbline of Tescate Drive continuing 1,107 feet east to the west curbline of Rosedale Boulevard, during the hours of 7:25 a.m. until 8:05 a.m. and 3:05 p.m. until 3:40 p.m., when school is in session.

40. School Speed Zone. South Ridge Circle: Beginning at a point 120 feet from the stop bar before Leander Road continuing east and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

41. School Speed Zone. Norwood Drive West: Beginning at a point 90 feet from the stop bar before Leander Road continuing east and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

42. School Speed Zone. Norwood Drive East: Beginning at a point 85 feet from the stop bar before Leander Road continuing east and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

43. School Speed Zone. River Bow Drive: Beginning at a point 100 feet from the stop bar before Leander Road continuing east and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

44. School Speed Zone. Tallwood Drive: Beginning at a point 90 feet from the stop bar before Leander Road continuing east and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

45. School Speed Zone. Deepwood Drive: Beginning at a point 100 feet from the stop bar before Leander Road continuing east 85 feet and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

46. School Speed Zone. Windmill Cove: Beginning at a point 85 feet from the stop bar before Northwest Boulevard continuing north and south onto along Northwest Boulevard, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m. and 2:45 p.m. until 4:15 p.m., when school is in session.

47. School Speed Zone. Canyon Road South: Beginning at a point 85 feet from the stop bar before Northwest Boulevard continuing north and south onto along Northwest Boulevard, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m. and 2:45 p.m. until 4:15 p.m., when school is in session.

48. School Speed Zone. Canyon Road North: Beginning at a point 140 feet from the stop bar before Northwest Boulevard continuing north and south onto along Northwest Boulevard, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m. and 2:45 p.m. until 4:15 p.m., when school is in session.

49. School Speed Zone. Birch Oak Drive: Beginning at a point 50 feet from the stop bar before Lakeway Drive continuing north and south onto along Lakeway Drive, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m. and 2:45 p.m. until 4:15 p.m., when school is in session.

50. Traffic circle constructed at Rivery Boulevard and Park Lane and any portion of roadway in any direction within 150 feet of the traffic circle.

C. 25 Mile Per Hour Zones:

1. School Speed Zone. Inner Loop: Starting at a point 55 feet south of the south pavement edge of F.M. 971 continuing south 1,050 feet to the property line of Cooper School, during the hours of 7:25 a.m. until 8:55 a.m. and 3:05 until 4:30 p.m.

2. School Speed Zone. Stadium Drive. Starting at the City limit line on Stadium Drive approximately 40 linear feet east of east curbline of Krystal Knoll Parkway and extending 500 linear feet to the west during the hours of 7:30 a.m. until 8:10 a.m. and 3:40 p.m. to 4:15 p.m.

D. 35 Mile Per Hour Zones:

1. Del Webb Boulevard: Beginning 2,200 feet from the centerline of R.M. 2338 at its intersection with Del Webb Boulevard and continuing east and northeast along Del Webb Boulevard to its intersection with Whispering Wind Drive a prima facie maximum speed limit of 35 miles per hour.

2. Wolf Ranch Parkway (northbound and southbound): From SH 29 West to Rivery Blvd.

3. Rivery Boulevard from Williams Drive to Northwest Boulevard.

4. Rockride Lane (northbound and southbound): From Southeast Inner Loop to Sam Houston Avenue, a prima facie maximum speed limit of 35 miles per hour.

E. 40 Mile Per Hour Zones:

1. Approach to Airport Road—Lakeway Drive: Beginning at a point 600 feet west of the intersection of Airport Road and Lakeway Drive and continuing east to the west curbline of Airport Road, a prima facie maximum speed limit of 40 miles per hour.

2. Airport Road (South of Lakeway): Beginning at the intersection of the West Frontage Road of IH-35 and continuing north on Airport Road to a point 600 feet south of the intersection of Lakeway Drive and Airport Road, a prima facie maximum speed limit of 40 miles per hour.

3. Airport Road (North of Lakeway): Beginning at a point 600 feet north of the intersection of Lakeway Drive and Airport Road and continuing north on Airport Road to the northwest City Limit, a prima facie maximum speed limit of 40 miles per hour.

4. College Street (Back Park Road): Beginning at a point two-tenths of a mile north of the north curbline of 2nd Street and College and continuing northeast along College to a point two-tenths of a mile southwest of a lateral line extended from the west curbline of the San Gabriel Park Low Water Crossing, a prima facie maximum speed limit of 40 miles per hour.

5. Rivery Boulevard: Beginning at the south curbline of Country Club Road and continuing south/east to its intersection with the southbound (west) frontage road of IH-35.

6. Northwest Boulevard: Beginning at a point 200 feet south of the southern/eastern edge of the pavement of Serenada Drive to a point 140 feet north/west of the north/west curbline of Hedgewood Drive.

7. DB Wood Road: Beginning at State Highway 29 to Wolf Ranch Parkway.

8. Wolf Ranch Parkway: Beginning at DB Wood Road to Southwest Bypass.

9. Southeast Inner Loop (northbound and southbound): From a point 0.25 mile north of Rockride Lane to a point 0.25 mile south of Rockride Lane a prima facie maximum speed limit of 40 miles per hour.

F. 45 Mile Per Hour Zones:

1. Lakeway Drive: Beginning at a point 400 feet east of the east curbline of Northwest Blvd. and continuing east along Lakeway to a point 600 feet west of the intersection of Airport Road and Lakeway Drive, a prima facie maximum speed limit of 45 miles per hour;

2. Southeast Inner Loop (northbound and southbound): From State Highway 29 East/East University Avenue to a point 0.25 mile north of Rockride Lane; and from a point 0.25 mile south of Rockride Lane to Business 35/Austin Avenue a prima facie maximum speed limit of 45 miles per hour.

3. D.B. Wood Road (northbound and southbound): From FM 2338/Williams Drive to a point 1.5 miles south of FM 2338/Williams Drive and from SH 29 West to a point 0.75 mile north of SH 29 West.

4. Westinghouse Road (eastbound and westbound): From Interstate 35 to ~~FM 1460~~Glenns Passage, a prima facie maximum speed limit of 45 miles per hour.

G. 30 Mile Per Hour Zones:

1. The speed limit on all City streets is designated to be 30 miles per hour unless otherwise posted in compliance with this Chapter.

2. Del Webb Boulevard: Beginning at its intersection with Whispering Wind Drive and continuing east and northeast along Del Webb Boulevard to its intersection with Sun City Boulevard a prima facie maximum speed limit of 30 miles per hour.

H. Temporary Construction Zones:

1. The speed limit in and around construction areas shall be as designated by official signage erected by authority of the City's Traffic Engineer so long as the signage is posted in compliance with the Manual on Traffic Control Devices.

I. 55 Mile Per Hour Zones:

1. D.B. Wood Road (northbound and southbound): From a point 1.5 miles south of FM 2338/Williams Drive to a point 0.75 miles north of SH 29 West.

2. Reserved.

3. Southwest Bypass Road: From Wolf Ranch Parkway to RM 2243.

4. Ronald Reagan Blvd: Within the City limits beginning at the intersection of Somerset Hills Dr continuing east to 900 feet east of Above and Beyond Way.

J. 50 Mile Per Hour Zones:

1. Southwest Bypass: From RM 2243 to the Southbound Frontage Road of IH35.

EXHIBIT B

Sec. 10.12.130. State Highway 195.

It is hereby determined upon the basis of an engineering and traffic investigation that the prima facie maximum speed limit on those portions of SH 195 routed in the City, is hereby stated, which prima facie maximum speed limit shall be effective at all times and signs will be erected giving notice of the prima facie maximum speed limit so declared to wit.

Speed Zone

A. *Northbound:*

1. On SH 195 under Control-Section 0440-02 starting from milepoint 21.685 (at IH 35) to milepoint 19.521 (at Shell Rd./CR 143), a distance 2.1664 miles, a prima facie speed limit of 55 miles per hour.

~~1.~~2. Speed School Zone. On SH 195, beginning at a point 600 feet south of the south curbline of its intersection with Grace Blvd and continuing northbound 800 feet, during the hours of 7:30 a.m. until 8:30 a.m. and 2:30 p.m. to 3:30 p.m, a prima facie speed limit of 35 miles per hour, when school is in session.

B. *Southbound:*

On SH 195 under Control-Section 0440-02 starting from milepoint 19.521 (at Shell Rd./CR 143) to milepoint 21.685 (at IH 35), a distance 2.1664 miles, a prima facie speed limit of 55 miles per hour.

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Second Reading - Amending Chapter 13.28 - Drainage Utility of the City of Georgetown Code of Ordinances

SUGGESTED ACTION:
Second Reading of an Ordinance amending Chapter 13.28 – Drainage Utility of the City of Georgetown Code of Ordinances related to privately owned drainage systems, responsible parties, and the Drainage Utility fees -- April Haughey, Assistant Public Works Director

ITEM SUMMARY:
In FY2026, the City's Stormwater Division conducted a cost of service and rate design study to determine the drainage utility fees required to adequately recover the costs of providing services.

The study's objectives were to develop a forecast of drainage utility fees that allows the City to ensure the drainage utility is collecting the appropriate amount of revenue to:

- Operate the drainage utility.
- Adhere to the stormwater strategic plan adopted in 2024.
- Fund internal City allocations.
- Establish and maintain a debt service reserve balance for debt service obligations.
- Comply with fiscal and budgetary policy requirements related to franchise fees and payments in lieu of taxes.

The City's consultant, NewGen Strategies, assisted with this effort.

The study conducted the current revenues generated by the City's current drainage utility fees will not support the projected operating, debt service, and reserve requirements of the drainage utility. A rate increase is necessary to increase revenues so that the City's drainage utility operating and capital needs are met, and the City maintains reserve levels.

In order to increase revenues that will sustain the drainage utility, NewGen recommended the following rate increases for the City's drainage utility fee.
Recommended Rate Increase: $6.50 per billing unit per month to $8.00 per billing unit per month.

Additionally, this chapter was adopted in 2012 with only a rate change in 2015. Necessary changes are needed to capture updates to State Law, align with current best practice, address new requirements from TCEQ, and mitigate a billing concern identified with nonresidential property owners.

FINANCIAL IMPACT:
Projected revenue for FY2027 is $8,227,550 for Fund 640 Stormwater Services.

SUBMITTED BY:

Karen Frost, Public Works

ATTACHMENTS:
Ch. 13.28 Stormwater Presentation.pdf
Stormwaater Drainage Ordinance Amending 13.28.pdf
Exhibit A Chapter 13.28 2026 Clean.pdf
Chapter 13.28 redline changes 08.2026.pdf

Drainage Utility Ordinance Update First Reading

September 8, 2026 | City Council

GEORGETOWN TEXAS

Background

- Chapter 13.28 – Drainage Utility was adopted in 2012 with only a rate update in 2015.
- Changes to State Law needed to be captured in Ordinance.
- Stormwater cost of service study completed and presented to Council May 26, 2026.
- Discussions between Stormwater and Utility Billing identified concern with billing nonresidential property owners.
  - 7 of top 10 unpaid accounts are drainage only.
- Address new requirements from TCEQ to regulate inspections and maintenance of private stormwater infrastructure.

Proposed Amendments

Subhead – white, pt sans, >22

GEORGETOWN TEXAS

Proposed Amendments

- Minor language cleanup throughout the ordinance for consistency.
- Define privately owned drainage systems.
- Establish maintenance and inspection requirements for privately owned drainage systems.
- Establish the right to access property serviced by the Drainage Utility to inspect, repair, or enforce.
- Update exemptions and penalties to reflect current State Law.

Proposed Amendments

- Sec.13.28.100. – Calculation of Drainage Utility Fees.
  - Billing Unit Impervious Area Value= 2808 square feet
  - Billing Unit rate= $ 8.00 per Billing Unit per month

- Sec.13.28.115. Responsible parties.
  - Nonresidential.
    - Payment is the responsibility of the utility account holder.
    - If no other utilities, payment is the responsibility of the property owner.

Caption

Subhead – white, pt sans, >22

GEORGETOWN
TEXAS

Caption

FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING CHAPTER 13.28, TITLED "DRAINAGE UTILITY," OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILTIY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING CHAPTER 13.28 OF THE CODE OF ORDINANCES ENTITLED "DRAINAGE UTILITY" AND REVISING STORMWATER DRAINAGE FEES; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown has developed and maintains a municipal drainage system for the collection, conveyance, control, and management of stormwater runoff within the City's incorporated limits; and

WHEREAS, the current ordinances, processes and policies adopted on January 10, 2012, are inadequate to effectively regulate and manage the City drainage system; and

WHEREAS, the City of Georgetown wishes to develop more relevant and applicable ordinances, processes, and polices that are more effective, and

WHEREAS, the City established its current stormwater drainage fees in 2012 and has determined that revisions are necessary to ensure that the stormwater drainage utility is self-supporting and that its fees adequately recover the costs of providing stormwater drainage services; and

WHEREAS, the proposed stormwater drainage fees are necessary to fund the utility's operating expenses and capital improvements; and

WHEREAS, after publication of notice three times in the Williamson County Sun as required by state law, the City Council held a public hearing regarding the proposed stormwater drainage fees on September 8, 2026, in accordance with applicable law; and

WHEREAS, the City Council desires to adopt the proposed stormwater drainage fees, effective for utility bills issued on or after October 1, 2026; and

WHEREAS, the City Council finds that the amendments to Chapter 13.28 set forth herein as Exhibit A are necessary, reasonable, and in the best interests of the City and the public; and

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. Chapter 13.28 "Drainage Utility" of the Code of Ordinances, including Section 13.28.100 "Calculation of Drainage Utility Drainage Fees" is hereby amended as shown in Exhibit A.

Section 4. 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 5. 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 6. 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 in ten (10) days on and after publication in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the 8th day of September, 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

Chapter 13.28

Sec. 13.28.010. - Purpose.

The Drainage Utility is established in order to maintain public health and safety, within the City limits, by protecting the community from the loss of life and property caused by surface water overflows, surface water stagnation and pollution arising from nonpoint source runoff within the boundaries of the service area of the utility, as established in this chapter. Drainage Service for Residential Property is provided at a set fee while Drainage service for nonresidential property will be calculated based on impervious cover. All Drainage Service is offered on nondiscriminatory, reasonable and equitable terms within the service area.

Sec. 13.28.020. - Definitions.

The following definitions shall apply to terms within this chapter:

"Benefitted Property" means an Improved Lot or Tract, within the city limits, to which a drainage service is made available under this chapter

"Billing Unit" means a unit of measure used to calculate the Drainage Utility Fee and is based upon the median horizontal Impervious Area for all the Residential and Nonresidential Property within the City limits.

"Billing Unit Impervious Area Value" means the statistical median Impervious Area for Residential and Nonresidential property in the City limits.

"Cost of service" as applied to a drainage system service to any Benefitted Property means:

1. The prorated cost of the acquisition, whether by eminent domain or otherwise, of land, rights-of-way, options to purchase land, easements and interests in land relating to structures, equipment and Facilities used in draining the Benefitted Property;

2. The prorated cost of the acquisition, construction, repair and maintenance of structures, equipment and Facilities used in draining the Benefitted Property;

3. The prorated cost of architectural, engineering, legal and related services, plans and specifications, studies, surveys, estimates of cost and of revenue, and all other expenses necessary or incidental to planning, providing or determining the feasibility and practicability of structures, equipment and Facilities used in draining the Benefitted Property;

4. The prorated cost of all machinery, equipment, furniture and Facilities necessary or incidental to the provision and operation of draining the Benefitted Property;

5. The prorated cost of funding and financing charges and interest arising from construction projects and the start-up cost of a drainage facility used in draining the Benefitted Property;

6. The prorated cost of debt service and reserve requirements of structures, equipment and Facilities provided by revenue bonds or other drainage revenue-pledge securities or obligations issued by the City; and

7. The administrative costs of operating a Drainage Utility system.

"Drainage" means bridges, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses.

"Drainage Charge" means:

1. The levy imposed to recover the cost of the service of the City in furnishing Drainage for any Benefitted Property; and

2. An amount made in contribution to funding of future Drainage System construction by the City.

"Drainage Revenue Bonds" means any obligations issued to finance the costs of Facilities payable and secured by a lien on and pledge of Drainage Utility Fees.

"Drainage System" means the Drainage owned or controlled in whole or in part by the City and dedicated to the service of Benefitted Property, including provisions for additions to the system.

"Drainage Utility" means the Public Utility established by the City of Georgetown in Ordinance 92-18.

"Drainage Utility Fee" means the Drainage Charge, including any interest and penalties paid by the owner or tenant of a Benefitted Property for Drainage services provided by the Drainage Utility including, but not limited to, the items described as "cost of service" in the Act.

"Facilities" means the property, either real, personal, or mixed, that is used in providing Drainage and included in the system.

"Impervious Area or Impervious Surface" means a surface which has been compacted or covered with a layer of material, so that it is highly resistant to infiltration by water. Impervious Areas or Surfaces include, but are not limited to, compacted soils, buildings, parking lots, and private ingress/egress roadways.

"Improved lot or tract" means a lot or tract that has a structure or other improvement on it that causes an impervious coverage of the soil under the structure or improvement.

Municipal Drainage Utility Systems Act or the "Act" means the Texas Local Government Code Section 552.041, et seq., as it may be amended by Texas Legislature from time to time to include, but not by way of limitation, the applicable definitions in the Act.

"Nonresidential Property" means any property used for purposes other than domestic habitation,

including commercial, industrial, institutional, and government activities.

"Nonsource Point Runoff" means Runoff that occurs on surfaces before reaching a channel, river or Drainage System

"Public utility" means a Drainage service that is regularly provided by the City, through City property dedicated to that service, to the Users of Benefitted Property within the service area and that is based on:

1. An established schedule of charges;
2. The use of the police power to implement the service; and
3. Nondiscriminatory, reasonable and equitable terms as determined by the City Council.

"Residential property" means any property platted or used for domestic habitation and platted as a residential development (i.e., single-family residential, mobile homes, etc.) upon which a structure has been placed.

"Runoff" means the water from rain, snowmelt or irrigation that flows over the land surface and is not absorbed into the ground, and that instead flows into streams or other surface waters or land depressions.

"Service area" means the geographic area which shall be served by the City's Drainage Utility, as established by this chapter.

"User" means the person or entity who owns or occupies a Benefitted Property.

"Wholly Sufficient and Privately Owned Drainage System" means land owned and operated by a person other than the Drainage Utility the drainage of which does not discharge into a creek, river, slough, culvert, or other channel that is part of Drainage System.

Sec. 13.28.030. - Establishment of drainage utility and dedication of assets.

The City of Georgetown drainage utility is hereby established as a public utility. The City dedicates all City-owned property, facilities, materials and supplies constituting the City's drainage system on the effective date of the ordinance codified in this chapter. All future acquisitions of real or personal property related to drainage shall be maintained as a part of the drainage utility.

Sec. 13.28.040. - Drainage utility service area.

The service area for the Drainage Utility shall include all property within the City limits, as amended from time to time.

Sec. 13.28.050. - Drainage Utility Fund.

A separate fund shall be created, as of the effective date of the ordinance codified in this chapter, known as the Drainage Utility Fund, for the purpose of identifying and controlling all revenues and expenses attributable to the drainage utility. All Drainage Fees collected by the City and such other moneys as may be available to the City for the purpose of drainage shall be deposited in the Drainage Utility Fund, segregated and completely identifiable in municipal accounts. Such utility revenues

shall be used for the purpose of the creation, operation, planning, engineering, inspection, construction, repair, maintenance, improvement, reconstruction administration and other reasonable and customary charges associated with the operation of a utility for the drainage utility of the City.

Sec. 13.28.055 - Drainage Benefitted Property

It is not required that the revenue from Drainage Utility Fees imposed and collected from any property be used specifically to benefit the same property; rather, any revenue collected from Drainage Utility Fees may be used for any qualified purpose of the Drainage Utility that is in the best interest of the City, as decided by the City Council.

Sec. 13.28.060. - Administration of the drainage utility.

The City Manager or designee shall be responsible for the administration of this chapter and the Drainage Utility, including, but not limited to, enacting any procedures necessary for the administration of the Drainage Charges and the consideration of variances, developing maintenance programs, and establishing Drainage criteria and standards for operation of the Drainage System. The City Manager or designee shall keep an accurate record of all properties benefitted or served by the services and facilities of the Drainage Utility of the City and to make changes in accordance with the rules and fees established in this Chapter.

Sec. 13.28.061. – Maintenance.

A. Public drainage improvements conveyed by dedication to the City as right-of-way and/or dedicated drainage easements accepted by the City for drainage maintenance shall be under the jurisdiction and maintenance of the City, unless otherwise modified by agreement.

B. Private drainage improvements not conveyed by dedication to the City as right-of-way or drainage easement shall be maintained by the User. The City has the right to do periodic inspections of privately owned and maintained drainage improvements to ensure that the maintenance is being implemented. Failure to maintain will be a violation of this ordinance.

Sec. 13.28.062. – Access.

The employees of the Drainage Utility shall have access, at all reasonable times, to any Benefitted Property serviced by the Drainage Utility, for inspection, repair of the Drainage Utility, or enforcement of this Chapter.

Sec. 13.28.070. –Exempt properties.

A. The following users shall be exempt from payment of the charges established by this ordinance.

   1. Any property to which a mandatory exemption under Section 552.053 of the Local Government Code applies, including:

      a) Property with proper construction and maintenance of a Wholly Sufficient and Privately Owned Drainage System;

      b) Property held and maintained in its natural state, until such time that the property is developed

and all of the public infrastructure constructed has been accepted by the City for maintenance;

c) A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the City;

2. Any property to which a mandatory exemption under Section 580.003 of the Local Government Code applies including:

a) A state agency; and

b) A public or private institution of higher education.

B. Proof of Exemption. If a User asserts their property is exempt pursuant to this section or any other applicable law, such User has the burden to assert such exemption by filing notice of eligibility for such exemption, and sufficient evidence of entitlement to such exemption, using the procedures for appeal provided in Sec. 13.28.125, below.

Sec. 13.28.080. - Liability for floods and nonpoint source pollution.

Floods from Drainage and stormwater Runoff may occasionally occur, which exceed the capacity of the Drainage System maintained and financed with the Drainage Charges. In addition, surface water stagnation and pollution arising from Nonpoint Source Runoff may occasionally occur, which exceed the capacity of the Drainage System maintained and financed with Drainage Charges. This chapter does not imply that properties subject to charges shall always be free from flooding or flood damage, surface water stagnation or nonpoint source pollution or that all flood control and water treatment projects to control the quantity and quality of Runoff can be constructed effectively. Nothing whatsoever in this chapter should be construed as or be deemed to create additional duties, on the part of the City, to hold the City liable for any damages incurred in a flood or from adverse water quality, due to drainage runoff. Nothing in this chapter shall be deemed to waive the City's immunity under State law or reduce the need or necessity for flood insurance.

Sec. 13.28.090. - Establishment of Drainage Utility Fees.

A. A Drainage Utility Fee is imposed upon each Improved Lot or Tract, within the City limits, for services and Facilities provided by the Drainage Utility. For purposes of imposing the Drainage Utility Fee, all Improved Lots or Tracts within the City limits are classified into the following three customer categories:

1. Residential Property;

2. Nonresidential Property;

3. Exempt Property

B. Subject to the provisions of this ordinance, there is hereby imposed on each Benefited Property within the City limits, and the owners thereof, a Drainage Utility Fee. This fee must be directly related to drainage and the terms of the levy, and any classification of the Benefited Properties in the City must be nondiscriminatory, equitable, and reasonable. All of the proceeds of this charge are deemed to be in payment for use of the City drainage system.

Sec. 13.28.100. - Calculation of Drainage Utility Fees.

A. A Billing Unit is hereby established and shall be used to calculate the total monthly Drainage Utility Fee for all property located within the City limits, in accordance with the applicable formula, as codified in this section:

1. Billing Unit Impervious Area Value= 2808 square feet

2. Billing Unit rate= $ 8.00 per Billing Unit per month

B. The following formulas shall be used to calculate the number of Billing Units for any Improved Lot or Tract:

1. Residential Property: Total Billing Units= 1.0 Billing Units per dwelling Unit

2. Nonresidential property: Total Billing Units= Impervious Area/Billing Unit Impervious Area Value.

a) When calculating Billing Units for Nonresidential Property, the final figure shall be rounded to the nearest tenth of a Billing Unit.

b) No single property will be charged less than the equivalent of one Billing Unit.

C. The monthly Drainage Utility Fee for Nonresidential Property will be calculated as follows: Number of Billing Units for each property x the Billing Unit Rate.

D. Exceptions

1. Nonresidential Property that produces Runoff, where the Runoff is directed to property that is not within the City's Drainage service area, may pay a reduced rate that is 20% of the standard Drainage Charge.

2. The following formula shall be used to calculate the reduced Drainage Charge: Reduced Drainage Charge = (Impervious Area/Billing Unit Impervious Area Value) x (Billing Unit Rate x 20%)

E. The City Council may review the foregoing schedule of fees at any time and may, by ordinance, increase or decrease the fees within the schedule upon a determination that such increase or decrease is warranted.

Sec. 13.28.110 - Determination of Impervious Area

The City Manager or designee shall be responsible for determining Impervious Area for Nonresidential Property based on data obtained from site plans for the location approved by the City. If such information is not available within City records, measurements of Impervious Area will be provided by the City using survey-grade technology.

Sec. 13.28.115. Responsible parties.

A. Residential Property.

1. Payment of a Drainage Utility Fee imposed on Residential Property is the responsibility of the person or entity under whose name the utility account is established for the said property.

2. Residential Properties that have all other utilities disconnected will not be billed a Drainage Utility Fee. If any other utilities are connected, whether the property is vacant or not, a Drainage Utility Fee will be billed with the other connected utilities.

B. Nonresidential Property.

1. Payment of a Drainage Utility Fee imposed on Nonresidential Property is the responsibility of the person or entity under whose name the utility account is established for the said property.
2. If the Nonresidential Property has all other Utilities disconnected, then Payment of a Drainage Utility Fee is the responsibility of the owner of the property.
3. All Nonresidential Property Drainage Utility Fees will be billed on a monthly basis, regardless of whether the property is occupied or not.

C. Where the utility account holder is exempt under this chapter or state law, the property owner, if not otherwise exempt, shall be billed.

Sec. 13.28.120. Billing and payment—Penalties.

A. Billing

1. Residential Property.
   a. Drainage Utility Fees for Residential Property shall be billed with the City's other utility charges on a monthly basis and shall be identified separately on the bill as "Drainage Charges".
2. Nonresidential Property.
   a. Drainage Utility Fees for Nonresidential Property shall be billed with the City's other utility charges on a monthly basis and shall be identified separately on the bill as "Drainage Charges".
   b. Properties without an existing utility account with the City will be billed at the address provided by the owner of the Property. If the owner fails to provide a billing address for Drainage Utility Fees, then the Drainage Utility Fee will be billed at the address provided to the City by the Williamson County Appraisal District.

B. Penalties

1. In accordance with Section 552.050 of the Texas Local Government Code, failure of a User of the Drainage Utility system to pay the charges promptly when due shall subject such User to any remedy or penalty provided by law or in this section, including discontinuance of any utility services provided by the City and placement of a lien against the property, unless it is a homestead as protected by the Texas Constitution or unless the lien is otherwise prohibited as set forth in Section 552.0025 of the Texas Local Government Code.

Sec. 13.28.125. - Adjustment of fees and Appeal Process.

A. Any User who disputes the category of land use, size of commercially developed property, or any other factor upon which the Drainage Charge is based may petition the City Manager or designee, in writing, for a decision on the validity of the requested revision or adjustment of the Drainage Charge and shall set forth in detail the grounds upon which relief is sought.

B. The property owner may submit a certified survey and/or a foundation survey, at the owner's cost, to assist in determining Impervious Area. In order to make a determination, additional information may be required, including but not limited to, survey data approved by a Texas registered professional land survey or a detailed development plan approved by the City of

Georgetown. Failure to provide requested information may result in the denial of the appeal or adjustment request.

C. No request for an appeal will be addressed if the rate per Billing Unit is the only factor disputed. Additionally, no Drainage Utility Fee credit shall be given for the installation of Facilities required by City Codes or State Law.

D. The adjustment of Billing Units as part of an appeals process will stand as the User's basis for future billings, whether higher or lower than the original determination, until such time as future changes in land use cover or customer status may warrant further adjustments.

E. A decision shall be rendered in writing within sixty days of the receipt of the written request. In making a determination to grant or deny an appeal or adjustment request, the City Manager or designee shall consider the potential for any adverse impact to the holders of any outstanding municipal Drainage Revenue Bonds.

Chapter 13.28

Sec. 13.28.010. - Purpose.

The Drainage Utility is established in order to maintain ~~the~~ public health and safety, within the City limits, by protecting the community from the loss of life and property caused by surface water overflows, surface water stagnation and pollution arising from nonpoint source runoff within the boundaries of the service area of the utility, as established in this chapter. Drainage Service for Residential Property is provided at a set fee while Drainage service for nonresidential property will be calculated based on impervious cover. ~~, and~~ All Drainage Service is offered on nondiscriminatory, reasonable and equitable terms within the service area.

Sec. 13.28.020. - Definitions.

The following definitions shall apply to terms within this chapter:

~~"Act" means the Municipal Drainage Utility Systems Act of the Texas Local Government Code.~~

"Benefitted Property" means an Improved Lot or Tract, within the city limits, to which a drainage service is made available under this chapter

"Billing Unit" means a unit of measure used to calculate the Drainage Utility Fee and is based upon the median horizontal Impervious Area for all the Residential and Nonresidential Property within the City limits.

"Billing Unit Impervious Area Value" means the statistical median ~~impervious~~ Impervious ~~area~~ Area for R~~r~~esidential and Nonresidential property in the City limits.

"Cost of service" as applied to a drainage system service to any Benefitted Property means:

1. The prorated cost of the acquisition, whether by eminent domain or otherwise, of land, rights-of-way, options to purchase land, easements and interests in land relating to structures, equipment and Facilities used in draining the Benefitted Property;

2. The prorated cost of the acquisition, construction, repair and maintenance of structures, equipment and Facilities used in draining the Benefitted Property;

3. The prorated cost of architectural, engineering, legal and related services, plans and specifications, studies, surveys, estimates of cost and of revenue, and all other expenses necessary or incidental to planning, providing or determining the feasibility and practicability of structures, equipment and Facilities used in draining the Benefitted Property;

4. The prorated cost of all machinery, equipment, furniture and Facilities necessary or incidental to the provision and operation of draining the Benefitted Property;

5. The prorated cost of funding and financing charges and interest arising from construction projects and the start-up cost of a drainage facility used in draining the Benefitted Property;

6. The prorated cost of debt service and reserve requirements of structures, equipment and Facilities provided by revenue bonds or other drainage revenue-pledge securities or obligations issued by the City; and

7. The administrative costs of operating a Drainage Utility system.

"Drainage" means bridges, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses.

"Drainage Charge" means:

1. The levy imposed to recover the cost of the service of the ~~municipality~~ City in furnishing Drainage for any Benefitted Property; and

2. An amount made in contribution to funding of future Drainage System construction by the City.

"Drainage Revenue Bonds" means any obligations issued to finance the costs of Facilities payable and secured by a lien on and pledge of Drainage Utility Fees.

"Drainage System" means the Drainage owned or controlled in whole or in part by the City and dedicated to the service of Benefitted Property, including provisions for additions to the system.

"Drainage Utility" means the Public Utility established by the City of Georgetown in Ordinance 92-18.

"Drainage Utility Fee" means the Drainage Charge, including any interest and penalties paid by the owner or tenant of a Benefitted Property for Drainage services provided by the Drainage Utility including, but not limited to, the items described as "cost of service" in the Act.

~~"Exempt Property" means land owned by public or private institutions of higher learning, as provided by State law.~~

"Facilities" means the property, either real, personal, or mixed, that is used in providing Drainage and included in the system.

"Impervious Area or Impervious Surface" means a surface which has been compacted or covered with a layer of material, so that it is highly resistant to infiltration by water. Impervious Areas or Surfaces include, but are not limited to, compacted soils, buildings, parking lots, and private ingress/egress roadways.

"Improved lot or tract" means a lot or tract that has a structure or other improvement on it that causes an impervious coverage of the soil under the structure or improvement.

Municipal Drainage Utility Systems Act or the "Act" means the Texas Local Government Code ~~TEX. LOCAL GOV'T CODE~~ Section 552.041, et seq., as it may be amended by Texas Legislature from time to time to include, but not by way of limitation, the applicable definitions in the Act.

"Nonresidential Property" means any property used for purposes other than domestic habitation, including commercial, industrial, institutional, and government activities.

"Nonsource Point Runoff" means Runoff that occurs on surfaces before reaching a channel, river or Drainage System

"Public utility" means a Drainage service that is regularly provided by the City, through City property dedicated to that service, to the Users of Benefitted Property within the service area and that is based on:

1. An established schedule of charges;
2. The use of the police power to implement the service; and
3. Nondiscriminatory, reasonable and equitable terms as determined by the City Council.

"Residential property" means any property platted or used for domestic habitation and platted as a residential development (i.e., single-family residential, mobile homes, etc.) upon which a structure has been placed.

"Runoff" means the water from rain, snowmelt or irrigation that flows over the land surface and is not absorbed into the ground, and that instead flows into streams or other surface waters or land depressions.

"Service area" means the geographic area which shall be served by the City's Drainage Utility, as established by this chapter.

"User" means the person or entity who owns or occupies a Benefitted Property.

"Wholly Sufficient and Privately Owned Drainage System" means land owned and operated by a person other than the Drainage Utility the drainage of which does not discharge into a creek, river, slough, culvert, or other channel that is part of Drainage System.

Sec. 13.28.030. - Establishment of drainage utility and dedication of assets.

The City of Georgetown drainage utility is hereby established as a public utility. The City dedicates all City-owned property, facilities, materials and supplies constituting the City's drainage system on the effective date of the ordinance codified in this chapter. All future acquisitions of real or personal property related to drainage shall be maintained as a part of the drainage utility.

Sec. 13.28.040. - Drainage utility service area.

The service area for the Drainage Utility shall include all property within the City limits, as amended from time to time.

Sec. 13.28.050. - Drainage ~~utility~~ Utility ~~fund~~Fund.

A separate fund shall be created, as of the effective date of the ordinance codified in this chapter, known as the ~~drainage~~ Drainage ~~utility~~ Utility ~~fund~~Fund, for the purpose of identifying and controlling all revenues and expenses attributable to the drainage utility. All Drainage Fees collected by the City and such other moneys as may be available to the City for the purpose of drainage shall be deposited in the Drainage Utility Fund, segregated and completely identifiable in municipal accounts. Such utility revenues shall be used for the purpose of the creation, operation, planning, engineering, inspection, construction, repair, maintenance, improvement, reconstruction administration and other reasonable and customary charges associated with the operation of a utility for the drainage utility of the City.

Sec. 13.28.055 - Drainage Benefitted Property

It is not required that the revenue from Drainage Utility Fees imposed and collected from any property be used specifically to benefit the same property; rather, any revenue collected from Drainage Utility Fees may be used for any qualified purpose of the Drainage Utility that is in the best interest of the City, as decided by the City Council.

Sec. 13.28.060. - Administration of the drainage utility.

The ~~Assistant~~ City Manager or designee shall be responsible for the administration of this chapter and the Drainage Utility, including, but not limited to, enacting any procedures necessary for the administration of the Drainage Charges and the consideration of variances, developing maintenance programs, and establishing Drainage criteria and standards for operation of the Drainage System. The ~~Assistant~~ City Manager or designee shall keep an accurate record of all properties benefitted or served by the services and facilities of the Drainage Utility of the City and to make changes in accordance with the rules and fees established in this Chapter.

Sec. ~~XXXX~~ 13.28.061. – Maintenance.

A. Public drainage improvements conveyed by dedication to the City as right-of-way and/or dedicated drainage easements accepted by the City for drainage maintenance shall be under the jurisdiction and maintenance of the City, unless otherwise modified by agreement.

B. Private drainage improvements not conveyed by dedication to the City as right-of-way or drainage easement shall be maintained by the User. The City has the right to do periodic inspections of privately owned and maintained drainage improvements to ensure that the maintenance is being implemented. Failure to maintain will be a violation of this ordinance.

Sec. ~~XXXX~~13.28.062. – Access.

The employees of the Drainage Utility shall have access, at all reasonable times, to any Benefitted Property serviced by the Drainage Utility, for inspection, repair of the Drainage Utility, or enforcement of this Chapter.

Sec. 13.28.070. – ~~Reserved.~~ Exempt properties.

A. The following users shall be exempt from payment of the charges established by this ordinance.

   1. Any property to which a mandatory exemption under Section 552.053 of the Local Government Code

applies, including ~~without limitation~~:

a) Property with proper construction and maintenance of a Wholly Sufficient and Privately Owned Drainage System;

b) Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the City for maintenance;

c) A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the City;

2. Any property to which a mandatory exemption under Section 580.003 of the Local Government Code applies including ~~without such limitation~~:

a) A state agency; and

b) A public or private institution of higher education.

B. Proof of Exemption. If a User asserts their property is exempt pursuant to this section or any other applicable law, such User has the burden to assert such exemption by filing notice of eligibility for such exemption, and sufficient evidence of entitlement to such exemption, using the procedures for appeal provided in Sec. 13.28.125, below.

Sec. 13.28.080. - Liability for floods and nonpoint source pollution.

Floods from Drainage and stormwater Runoff may occasionally occur, which exceed the capacity of the Drainage System maintained and financed with the Drainage Charges. In addition, surface water stagnation and pollution arising from Nonpoint Source Runoff may occasionally occur, which exceed the capacity of the Drainage System maintained and financed with Drainage Charges. This chapter does not imply that properties subject to charges shall always be free from flooding or flood damage, surface water stagnation or nonpoint source pollution or that all flood control and water treatment projects to control the quantity and quality of Runoff can be constructed effectively. Nothing whatsoever in this chapter should be construed as or be deemed to create additional duties, on the part of the City, to hold the City liable for any damages incurred in a flood or from adverse water quality, due to drainage runoff. Nothing in this chapter shall be deemed to waive the City's immunity under State law or reduce the need or necessity for flood insurance.

Sec. 13.28.090. - Establishment of Drainage Utility Fees.

A. A Drainage Utility Fee is imposed upon each Improved Lot or Tract, within the City limits, for services and Facilities provided by the Drainage Utility. For purposes of imposing the Drainage Utility Fee, all Improved Lots or Tracts within the City limits are classified into the following three customer categories:

1. Residential Property;

2. Nonresidential Property;

3. Exempt Property

B. Subject to the provisions of this ordinance, there is hereby imposed on each Benefited Property within the City limits, and the owners thereof, a Drainage Utility Fee. This fee must be directly related to

drainage and the terms of the levy, and any classification of the Benefited Properties in the City must be nondiscriminatory, equitable, and reasonable. All of the proceeds of this charge are deemed to be in payment for use of the City drainage system.

Sec. 13.28.100. - Calculation of Drainage Utility Fees.

A. A Billing Unit is hereby established and shall be used to calculate the total monthly Drainage Utility Fee for all property located within the City limits, in accordance with the applicable formula, as codified in this section:

1. Billing Unit Impervious Area Value= 2808 square feet

2. Billing Unit rate= $~~4.75~~ ~~6.50~~ 8.00 per Billing Unit per month

B. The following formulas shall be used to calculate the number of Billing Units for any Improved Lot or Tract:

1. Residential Property: Total Billing Units= 1.0 Billing Units per dwelling Unit

2. Nonresidential property: Total Billing Units= Impervious Area/Billing Unit Impervious Area Value.

   a) When calculating Billing Units for Nonresidential Property, the final figure shall be rounded to the nearest tenth of a Billing Unit.

   b) No single property will be charged less than the equivalent of one Billing Unit.

C. The monthly Drainage Utility Fee for Nonresidential Property will be calculated as follows: Number of Billing Units for each property x the Billing Unit Rate.

~~C.~~D. Exceptions

1. Nonresidential Property that produces Runoff, where the Runoff is directed to property that is not within the City's Drainage service area, may pay a reduced rate that is 20% of the standard Drainage Charge.

2. The following formula shall be used to calculate the reduced Drainage Charge: Reduced Drainage Charge = (Impervious Area/Billing Unit Impervious Area Value) x (Billing Unit Rate x 20%)

E. The City Council may review the foregoing schedule of fees at any time and may, by ordinance, increase or decrease the fees within the schedule upon a determination that such increase or decrease is warranted.

~~D. The City Council finds and determines that the Drainage Utility Fee has been established in accordance with the provisions of the Act.~~

Sec. 13.28.110 - Determination of Impervious Area

The ~~Assistant~~ City Manager or ~~his/her~~ designee shall be responsible for determining Impervious Area for Nonresidential Property based on data obtained from site plans for the location approved

by the City. If such information is not available within City records, measurements of Impervious Area will be provided by the City using survey-grade technology.

Sec. 13.28.115. Responsible parties.

A. Residential Property.

1. Payment of a Drainage Utility Fee imposed on Residential Property is the responsibility of the person or entity under whose name the utility account is established for the said property.
2. Residential Properties that have all other utilities disconnected will not be billed a Drainage Utility Fee. If any other utilities are connected, whether the property is vacant or not, a Drainage Utility Fee will be billed with the other connected utilities.

B. Nonresidential Property.

1. Payment of a Drainage Utility Fee imposed on Nonresidential Property is the responsibility of the person or entity under whose name the utility account is established for the said property.
2. If the Nonresidential Property has all other Utilities disconnected, then Payment of a Drainage Utility Fee is the responsibility of the owner of the property.
3. All Nonresidential Property Drainage Utility Fees will be billed on a monthly basis, regardless of whether the property is occupied or not.

C. Where the utility account holder is exempt under this chapter or state law, the property owner, if not otherwise exempt, shall be billed.

Sec. 13.28.120. Billing and payment—Penalties.

A. Billing

1. Residential Property.
   a. Drainage Utility Fees for Residential Property shall be billed with the City's other utility charges on a monthly basis and shall be identified separately on the bill as "Drainage Charges".
2. Nonresidential Property.
   a. Drainage Utility Fees for Nonresidential Property shall be billed with the City's other utility charges on a monthly basis and shall be identified separately on the bill as "Drainage Charges".
   b. Properties –without an existing utility account with the City will be billed at the address provided by the owner of the Property. If the owner fails to provide a billing address for Drainage Utility Fees, then the Drainage Utility Fee will be billed at the address provided to the City by the Williamson County Appraisal District.

B. Penalties

1. In accordance with Section 552.050 of the Texas Local Government Code, failure of a User of the Drainage Utility system to pay the charges promptly when due shall subject such User to any remedy or penalty provided by law or in this section, including discontinuance of any utility services provided by the City and placement of a lien against the property, unless it is a homestead as protected by the Texas Constitution or unless the lien is otherwise prohibited as set forth in Section 552.0025 of the Texas Local Government Code.

~~**Sec. 13.28.115 - Responsible Parties**~~

~~A. Residential Property.~~

~~1. Payment of a Utility Drainage Fee imposed on Residential Property is the responsibility of the occupant of the property.~~

~~2. Vacant Residential Properties that have all other utilities disconnected will not be billed a Utility Drainage Fee. If any other utilities are connected, whether the property is vacant or not, a Utility Drainage Fee will be billed, with the other connected utilities.~~

~~B. Nonresidential Property.~~

~~1. Payment of a Utility Drainage Fee imposed on Nonresidential Property is the responsibility of the owner of the property.~~

~~2. All Nonresidential Property Drainage Utility Fees will be billed to the property owner on a monthly basis, regardless of whether the property is occupied or not.~~

~~Sec. 13.28.120. - Billing and payment Penalties.~~

~~A. Residential Property.~~

~~1. Drainage Charges for Residential Property shall be billed with the City's other utility charges and shall be identified separately on the bill as a Drainage Charge. Any charge that is not paid when due shall subject the User to discontinuance of all utility services at that location provided by the City, including electric and water services.~~

~~2. If Drainage is the only utility provided by the City at a location, utilities provided by other companies may be disconnected pursuant to interlocal agreements.~~

~~B. Nonresidential Property.~~

~~1. Drainage Charges for Nonresidential Property shall be billed to the property owner at the address provided by the owner.~~

~~2. Property Owners without an existing utility account with the City and who fail to provide a billing address for Drainage Charges will be billed at the address provided to the City by the Williamson County Appraisal District.~~

~~3. Failure to pay the Drainage Charge will result in the discontinuance of all utility services, including electric and water services, at the location provided by the City, if the property~~

~~owner is also the occupant of the Nonresidential Property.~~

~~4. Any Drainage Charge that is not paid when due may be recovered in an action at law by the City, in addition to any other remedies or penalties provided by this Chapter or State law.~~

Sec. 13.28.125. - Adjustment of fees and Appeal Process.

A. Any User who disputes the category of land use, size of commercially developed property, or any other factor upon which the Drainage Charge is based may petition the ~~Assistant~~ City

Manager or ~~his/her~~ designee, in writing, for a decision on the validity of the requested revision or adjustment of the Drainage Charge and shall set forth in detail the grounds upon which relief is sought.

B. The property owner may submit a certified survey and/or a foundation survey, at the owner's cost, to assist in determining Impervious Area. In order to make a determination, additional information may be required, including but not limited to, survey data approved by a Texas registered professional land survey or a detailed development plan approved by the City of Georgetown. Failure to provide requested information may result in the denial of the appeal or adjustment request.

C. No request for an appeal will be addressed if the rate per Billing Unit is the only factor disputed. Additionally, no Drainage Utility Fee credit shall be given for the installation of Facilities required by City Codes or State Law.

D. The adjustment of Billing Units as part of an appeals process will stand as the User's basis for future billings, whether higher or lower than the original determination, until such time as future changes in land use cover or customer status may warrant further adjustments.

E. A decision shall be rendered in writing within ~~thirty~~ sixty days of the receipt of the written request. In making a determination to grant or deny an appeal or adjustment request, the ~~Assistant~~ City Manager or ~~his/her~~ designee shall consider the potential for any adverse impact to the holders of any outstanding municipal Drainage Revenue Bonds.

~~**Sec. 13.28.130. - Program responsibility.**~~

~~It shall be the duty of the Assistant City Manager or his/her designee to administer the Drainage Utility. The Assistant City Manager shall keep an accurate record of all properties benefitted or served by the services and facilities of the Drainage Utility of the City and to make changes in accordance with the rules and fees established in this Chapter.~~

~~**Sec. 13.28.140. - Drainage utility fund.**~~

~~A. The Drainage Utility fund may consist of one or more accounts. All Drainage Utility Fees shall be deposited, as collected and received, into this fund and shall be used exclusively for the Drainage services as stated in the Act, which includes, but is not limited to, the following:~~

~~1. Operation and maintenance of the Drainage Utility;~~

~~2. Funding of pollution abatement and peak flow attenuation devices constructed on stormwater systems discharging to the surface water of the City;~~

~~3. Administrative costs associated with the management of the Drainage Utility;~~

~~4. Payment of the debt service requirements on any outstanding drainage revenue bonds, including any fees and expenses incidental thereto;~~

~~5. Engineering consultant fees.~~

~~B.~~A. ~~The income derived from the operation of the Drainage Utility must be segregated and completely identifiable from other City accounts.~~

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Second Reading - Yearwood In-City MUD

SUGGESTED ACTION:
Second Reading of an Ordinance of the City Council of the City of Georgetown, Texas approving the "Consent Agreement" between the City, PIA Captial, LLC-Series I, a Texas limited liability company, PIA Captial, LLC-Series II, a Texas limited liability company, John Edward Boyce Yearwood, an individual (collectively, "Yearwood"); PLI I-D, LP, a Texas limited partnership ("Peregrine"); and Georgetown FCL Owner, LLC, a Delaware limited liability company ("FCL"), consenting to the creation of an In-City Municipal Utility District over approximately 726 acres of land generally situated west of the intersection of Ronald W. Reagan Jr. Blvd. and Rattlesnake Road and north of Sun City -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
Background:
This project was first considered by the City Council at its February 10, 2026 and March 24, 2026 Workshops at which the City Council received information regarding the proposed development, including the proposal to create an in-City municipal utility district (“MUD”) to assist with project financing, and provided feedback to City staff and the developers on the initial land plan to guide negotiations.

The project involves development of approximately 726.1862 acres of land generally situated west of the intersection of Ronald W. Reagan Jr. Blvd. and Rattlesnake Road, north of Sun City. The land is currently in the City’s extraterritorial jurisdiction and has operated for several decades as a quarry owned by PIA Capital, LLC-Series I, PIA Capital, LLC-Series II, and John Edward Boyce Yearwood (collectively, “Yearwood”). The two developers associated with the project are PLI I-D, LP (“Peregrine”); and Georgetown FCL Owner, LLC, (“FCL ” aka “Freehold Communities”) (collectively, the “Developers”).

The City Council approvals needed to launch the project include approval of the Ordinance Approving the Consent Agreement (this item), and approval of an Ordinance Annexing and Zoning the land. The Ordinance Annexing and Zoning the land will have much more detail on how the land will be developed, but in general, it will be developed primarily as a residential subdivision, with some commercial uses planned at the corner of Ronald W. Reagan Jr. Blvd. and Rattlesnake Road.

The Consent Agreement (this item) sets forth the terms and conditions under which the City Council consents to creation of an in-City MUD over the land, and also captures the major obligations of the Developer that the City will receive as consideration for its consent to create the MUD. In accordance with the City Council ‘s 2018 MUD Policy, the City staff and Developer worked together to identify aspects of the project that went “above and beyond” the City’s general development requirements, while ensuring that the project is financially viable for the Developers and future homeowners.

Some of the key provisions in the Consent Agreement include the following:

1. Article 3 – Effective Date, Peregrine Termination, District Creation, and Organization Matters

a. Describes the particular sequence of City Council approvals for this project necessary to accommodate Yearwood and the Developers closing schedules and describes allowable exit rights.

b. Addresses the sequence for approving the pending Annexation and Zoning applications.

c. Consents to creation of an in-City MUD

2. Articles 4 and 5 – MUD Bond Issuance; Taxes, Fees and Charges

a. Track the City's 2018 MUD Policy

3. Article 6 -Land Use

a. Approves Conceptual Land Use Plan (consistent with pending PUD Zoning application)

b. Requires compliance with the City's usual "Additional Land Development Standards."

c. Requires MUD or HOA to maintain improvements that are not conveyed to the City or owned by a Lot owner

d. Includes special provisions allowing Shared Driveways

e. Includes special provisions regarding Tree Mitigation (the land has been heavily quarried)

4. Article 7 – Parkland, Open Space, Amenity Centers

a. Approves Conceptual Parks and Open Space Plan

b. Requires dedication of 140 acre park along Berry Creek and construction of a Regional Trail alongside Berry Creek (extending the City's trail network)

c. Requires Community Parks, Internal Trails, and Open Space

d. Requires 2 Amenity Centers

5. Article 8 – Transportation

a. Approves Conceptual Transportation Plan

b. Requires construction of Minor Arterial from Ronald W Reagan Jr Blvd through the land (and ultimately through Rock Bluff Ranch, Developers pending project located north)

c. Requires Developer to reimburse the City for the City's share of the cost under its ILA with WILCO for a right-turn deceleration lane from Ronald Reagan Jr. Blvd. onto the Yearwood Minor Arterial Road

d. Addresses improvements needed to ensure emergency access via two roads at all times.

e. Requires payment of Transportation Impact Fee (TIF), but allows credit for up to 10 years (per ordinance) for building roads in the TIF CIP, and describes credit methodology.

6. Article 9– Wastewater

a. Approves Conceptual Wastewater Plan

b. Describes how wastewater will be provided before the City's Northlands WWTP is completed – requires City to pump and haul at the City's cost if plant not completed by 2032.

c. Requires completion of a segment of a 42" MasterPlan WW Line and makes wastewater impact fee credits available for up to 20 years to reimburse Developer for building the segment.

d. Requires granting of easements to the City to facilitate future build out of the City's wastewater system.

7. Article 10- Water

a. Approves Conceptual Water Plan

b. Requires construction of several water lines that will serve both this project and Rock Bluff Ranch
c. Requires granting of easements to the City to facilitate future build out of the City's water system
d. Requires certain water conservation measures (e.g., prohibits fountains and vanity ponds

FINANCIAL IMPACT:
This is an in-city MUD, so no Master Development fee is charged. The City will have taxing and other jurisdiction over the area. Lot owners will also pay a MUD tax.

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
Yearwood In-City MUD Consent Agreement (9-8-2026 CC) PACKET with updates.pdf
Yearwood In-City MUD Consent Agreement (9-22-2026 City Council Meeting).pdf

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING A "CONSENT AGREEMENT" BETWEEN THE CITY, PIA CAPITAL LLC-SERIES I, PIA CAPITAL, LLC-SERIES II, JOHN EDWARD BOYCE YEARWOOD, PLI I-D, LP, AND GEORGETOWN FCL OWNER, LLC CONSENTING TO THE CREATION OF AN IN-CITY MUNICIPAL UTILITY DISTRICT OVER APPROXIMATELY 726.1862 ACRES OF LAND GENERALLY SITUATED WEST OF THE INTERSECTION OF RONALD W. REAGAN JR. BLVD. AND RATTLESNAKE ROAD AND NORTH OF SUN CITY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, by Petition dated June 12, 2026 the City received requests from PIA Capital, LLC-Series I, a Texas Limited Liability Company, PIA Capital, LLC-Series II, a Texas Limited Liability Company, John Edward Boyce Yearwood, an Individual, (collectively, "Yearwood"); PLI I-D, LP, a Texas Limited Partnership ("Peregrine"), and Georgetown FCL Owner, LLC, a Delaware Limited Liability Company ("FCL"), for the City's consent to creation of an In-City Municipal Utility District ("MUD") over approximately 726.1862 acres of land generally situated west of the intersection of Ronald W. Reagan Jr. Blvd. and Rattlesnake Road and north of Sun City (the "Land").

WHEREAS, Peregrine and FCL (collectively, the "Developers") have also filed applications to annex the Land into the City limits and zone the Land as a Planned Unit Development "PUD"), which are the subject of a separate ordinance.

WHEREAS, the Texas Local Government Code requires the City's consent to creation of a MUD in the City limits or the City's extraterritorial jurisdiction.

WHEREAS, the purpose of the Consent Agreement and the Related Documents (defined therein) is to set out the mutually agreeable terms and conditions relating to the City's consent to the creation and operation of the MUD, development of the Land, and provision of City services to customers on the Land. The Consent Agreement and the Related Documents are essential elements of the granting of the City's consent to creation of the MUD.

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

Section 1. The foregoing recitals are hereby found to be true and correct and are incorporated herein by reference as if set forth in full, and adopted as part of this Ordinance for all purposes.

Section 2. The City Council hereby approves the Consent Agreement attached to this Ordinance as ***Attachment 1***, which memorializes the terms of the City Council's written consent to the creation of an In-City Municipal Utility District over approximately 726.1862 acres of land generally situated west of the intersection of Ronald W. Reagan Jr. Blvd. and Rattlesnake Road and north of Sun City.

Section 3. 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 4. 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 5. The Mayor is hereby authorized to sign this ordinance and the Consent Agreement attached as ***Attachment 1***, and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect 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

By:_____
Josh Schroeder, Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

Attachments:
Attachment 1: Consent Agreement (with Exhibits)

CONSENT AGREEMENT

BY AND BETWEEN:

THE CITY OF GEORGETOWN, TEXAS

AND

PIA CAPITAL, LLC-SERIES TRACT I

AND

PIA CAPITAL, LLC-SERIES TRACT II

AND

JOHN EDWARD BOYCE YEARWOOD

AND

PLI I-D, LP

AND

GEORGETOWN FCL OWNER, LLC

AND

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. __

DATE: _____ ___, 2026

CONSENT AGREEMENT

THE STATE OF TEXAS	§	**WILLIAMSON COUNTY**
	§	
COUNTY OF WILLIAMSON	§	**MUNICIPAL UTILITY DISTRICT NO. __**

This Consent Agreement ("**Agreement**") is between the **City of Georgetown, Texas** (the "**City**"), a home-rule city located in Williamson County, Texas; **PIA Capital, LLC-Series I**, a Texas limited liability company, **PIA Capital, LLC-Series II**, a Texas limited liability company, **John Edward Boyce Yearwood**, an individual (collectively, "**Yearwood**"); **PLI I-D, LP**, a Texas limited partnership ("**Peregrine**"); and **Georgetown FCL Owner, LLC**, a Delaware limited liability company ("**FCL** "). Upon final creation of **Williamson County Municipal Utility District No. __**, a municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and under Chapters 49 and 54 of the Texas Water Code (the "**Original District**"), the Original District shall join in this Agreement and be bound by its provisions. The City, Yearwood, Peregrine, and FCL are sometimes collectively referred to herein as "the **Parties**" and individually as "a **Party**."

RECITALS

A. WHEREAS, Yearwood owns approximately 726.1862 acres of land in Williamson County, Texas described by metes and bounds on ***Exhibit A-1*** and shown on the location map attached as ***Exhibit A-2*** (the "**Land**").

B. WHEREAS, Peregrine has a contract with Yearwood to purchase the Land and anticipates closing on such contract no later than September 24, 2026 (the "**Peregrine Closing Deadline**").

C. WHEREAS, FCL has a contract with Peregrine to entitle and develop the Land, and for FCL to purchase the Land from Peregrine no later than September 2, 2028 (the "**FCL Closing Deadline**").

D. WHEREAS, as of the Effective Date, the Land lies entirely within the City's ETJ, is contiguous to the City limits, is within the City's water CCN, and is partially within the City's electric CCN and partially within Pedernales Electric Company's electric CCN.

E. WHEREAS, on June 15, 2026, Yearwood filed the Creation Petition with the City Secretary's office requesting the consent of the City to the creation of a municipal utility district encompassing the Land (the "**Creation Petition**").

F. WHEREAS, Peregrine has filed a request for annexation and zoning of the Land, which the City has agreed to review but hold in escrow until the date that is one day after the Peregrine Closing Date, at which time the request for annexation and the zoning application will be deemed to be filed with the City.

G. WHEREAS, Texas Water Code Chapter 54 requires the City's written consent to create a municipal utility district within its ETJ or corporate limits.

H. WHEREAS, City Code of Ordinances Sec. 12.46.120.D.2 (regarding Transportation Impact Fees) allows an offset for the "construction of, contributions to, or dedications of off-site roadway facilities agreed to or required by the City as a condition of development approval and the amount is offset against roadway facilities impact fees otherwise due from the development."

I. WHEREAS, this Agreement requires, among other things, execution of the Related Documents.

J. WHEREAS, the purpose of this Agreement and the Related Documents is to set out the mutually agreeable terms and conditions relating to the creation and operation of a District, development of the Land, and provision of certain utility and other services to customers on the Land. This Agreement and the Related Documents are essential elements of the granting of the City's consent to creation of a District.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, the Parties contract as follows.

ARTICLE 1. INTRODUCTION

1.01. **Effect of Recitals**. The Parties agree that the foregoing recitals are true and correct and they are incorporated into this Section by this reference.

1.02. **Acknowledgement of Consideration.** The benefits to the Parties set forth above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the receipt and sufficiency of which is hereby acknowledged by the Parties.

ARTICLE 2. DEFINITIONS:

In addition to the terms defined elsewhere in in this Agreement, unless the context clearly indicates otherwise, *(a)* the term "Section" shall refer to a Section of this Agreement, *(b)* the term "Article" shall refer to an Article of this Agreement, and *(c)* the following words when capitalized shall have the meanings set forth in this Article, below.

2.01. *"42" MasterPlan Wastewater Line Segment*" means the portion of the forty-two (42) inch diameter gravity wastewater line included in the City's Wastewater Master Plan that is to be Completed (or caused to be Completed) by Developer, at no cost to the City, within a portion of the 42" Gravity Wastewater Line Easement, commencing at the South Lift Station, thence continuing generally northeastward to a point of connection on its west side with a 24" gravity wastewater line to be Completed (or caused to be Completed) by Developer and on its east side with an 8" wastewater line to be Completed (or caused to be Completed) by Developer, for a total distance of approximately 3,800 linear feet, the location of which is generally shown on the Conceptual Wastewater Plan.

2.02. *"42" MasterPlan Wastewater Line Easement*" means an easement to be granted and conveyed (or caused to be granted and conveyed) by Developer to the City, at no cost to the City, in Approved Form, commencing at the South Lift Station Site and continuing generally northeastward to a point on the northern boundary of the Land, the location of which is generally shown on the Conceptual Wastewater Plan. The width of the easement will be determined during final design but must be the wider of *(a)* forty (40) feet, or *(b)* twice the depth of the deepest portion of the line.

2.03. *"42" MasterPlan Wastewater Line Access Easements*" means, collectively, (*a*) the forty (40) foot wide temporary access easement and (*b*) the forty (40) foot wide permanent access easement, in favor of the City and in Approved Form, situated alongside and outside of the 42" MasterPlan Wastewater Line Easement and not overlapping each other, commencing at the terminus of the 42" MasterPlan Wastewater Line within the Land, and continuing generally northeastward to a point on the northern boundary of the Land parallelling the 42" MasterPlan Wastewater Line Easement.

2.04. *"Access Easements"* means one (1) or more temporary or permanent easements in favor of the City in Approved Form, located within the boundaries of the Land, being at least twenty (20) feet wide and improved with an Access Road, for the purpose of providing access to the Major Water Improvements, Major Wastewater Improvements, South Lift Station Site, and the Regional Trail

until such time, if any, as public roads providing access to same are Complete. The term does not include the "'42" MasterPlan Wastewater Line Access Easements'" which is separately defined.

2.05. "*Access Road*" means a paved road meeting the City's specifications and standards to be Completed (or caused to be Completed) by Developer, at no cost to the City, within an Access Easement.

2.06. "*Additional Land Development Standards*" means the standards attached to this Agreement as ***Exhibit B***.

2.07. "*Amenity Centers*" means , collectively, the two (2) private amenity centers referred to herein as the West (Phases 1-5) Private Amenity Center, and the East (Phase 6) Private Amenity Center, to be Completed by Developer each having recreational and other amenities for the use and benefit of the End Buyers, to be located where generally shown on the Conceptual Land Use Plan and the Conceptual Parks and Open Space Plan.

2.08. "*Approved Form*" means an instrument in the form posted by the City's Real Estate Department on the City's website (currently at https://georgetowntexas.gov/development_services/planning/real_estate/index.php (or its replacement webpage, as the City's website may be updated, redesigned, or revised from time to time in the City's sole discretion), which may be modified only with prior City Attorney approval, as indicated by the City Attorney's signature thereon, but not otherwise. For clarity, as to the easements for the Major Wastewater Improvements, Major Water Improvements, the 42" MasterPlan Wastewater Line Easement, the Pressure Zone 1178 Offsite Water Line Segment Easement, and the permanent 42" MasterPlan Wastewater Line Access Easement, each must be perpetual and exclusively in favor of the City.

2.09. "*Approved Plans*" means the final construction plans prepared in accordance with the Governing Regulations by a professional engineer retained by Developer, and, as to the Public Infrastructure, Parkland Improvements, and the District Areas/Improvements to be financed and constructed by the Districts, as applicable, as approved by the applicable District's professional engineer, if different, in each case, who is registered in and licensed by the State of Texas, and which have been approved in writing by a duly authorized representative of the City for construction of the Public Infrastructure, the Parkland Improvements, and the District Areas/Improvements, as appropriate. The term also includes all recordable easements, in Approved Form, necessary for or related to the construction, operation, and maintenance of the Public Infrastructure, Parkland

Improvements, and the District Areas/Improvements, including temporary construction easements, Access Easements (if applicable), and all easements or deeds for the placement of the relevant improvement.

2.10. "*Assignee*" means, subject to the provisions of **Section 12.02.04**, a person or entity that (*a*) executes a written document assuming all of Developer's then unperformed obligations under this Agreement, and (*b*) has the financial, technical and managerial means to complete such Developer's unperformed obligations under this Agreement.

2.11. "*Bond*" means (1) any instrument, including a bond, note, certificate of participation, or other instrument evidencing a proportionate interest in payments, due to be paid by a District, or (2) any other type of obligation that (a) is issued or incurred by a District under a District's borrowing power, without regard to whether it is subject to annual appropriations, and (b) is represented by an instrument issued in bearer or registered form or is not represented by an instrument but the transfer of which is registered on books maintained for that purpose by or on behalf of a District. The term shall include obligations issued to refund outstanding Bonds but shall not include reimbursement agreements entered into between a District and Developer or bond anticipation notes.

2.12. "*Bond Limit Amount*" means a total of $265,000,000, cumulatively, for all Bonds issued by the Original District plus those issued by any subsequent municipal utility district created by division of the Original District.

2.13. "*City*" means the City of Georgetown, Texas.

2.14. "*City Attorney*" means the City Attorney for the City.

2.15. "*City Council*" means the city council of the City of Georgetown, Texas.

2.16. "*City's 24" Waterline*" means the City's 24" water line generally paralleling Ronald W. Reagan Blvd. which, as of the Effective Date, is complete and operational from the west up to the point where Ronald W. Reagan Blvd. intersects with Barnstead Road, and which, as of the Effective Date, is in the process of being constructed by others up to the point where Ronald W. Reagan Blvd. intersects with Sun City Blvd., and which is planned to be extended further east by the City up to a point near the intersection of Ronald W. Reagan Blvd. and Rattlesnake Road, the general location of which is shown on the Conceptual Water Plan.

2.17. "*City's Northlands WWTP Force Main Easement*" means the twenty (20) foot wide easement over the area described in the survey attached to this Agreement as ***Exhibit C***, to be granted and conveyed (or caused to be granted and conveyed) to the City by Developer, at no cost to the City, in Approved Form when required by **Section 9.06**.

2.18. "*City's Northlands WWTP Site*" means, collectively, the following two tracts of land: (*a*) that certain 20 acres of land described in the Dedication Deed between Del Webb Texas Limited Partnership, an Arizona limited partnership, and Somerset Hills, Ltd., a Texas limited partnership, as grantors, and the City, as grantee, recorded in the Official Public Records of Williamson County, Texas as Document No. 2009060884; and (*b*) that certain 20.579 acres of land described in the Special Warranty Deed between Cook Tierra LLC, a Texas limited liability company, as grantor, and the City, as grantee, recorded in the Official Public Records of Williamson County, Texas as Document No. 2026041741.

2.19. "*City's Ronald W. Reagan Blvd. Water Line Easement*" means the fifty (50) foot wide easement described in the survey attached to this Agreement as ***Exhibit D*** to be granted and conveyed (or caused to be granted and conveyed) to the City by Developer, at no cost to the City, in Approved Form, when required by **Section 10.05**.

2.20. "*Community Parks*" means, collectively and when plural, Community Park A (6.3 Acres) and Community Park B (5.1 Acres), to be dedicated to the City and maintained in perpetuity by the District or the HOA pursuant to a Maintenance Agreement, each located where generally shown on the Parks and Open Space Plan. When singular, the term means one of them.

2.21. "*Complete*" "*Completed*" or "*Completion*" means or is deemed to have occurred on the date all of the following events have occurred:

2.21.01. as to all engineered improvements, a registered professional engineer has certified in writing to the City, District, or HOA accepting the improvement that the improvement is substantially complete such that, as applicable, all pipes, lines, appurtenances, facilities, structures, and equipment have been installed in accordance with the Governing Regulations and are capable of being fully operational following acceptance of the improvement for use by the City, District or HOA, whichever of them is accepting the improvement; and

2.21.02. all testing and inspections by the City, District, or HOA accepting the improvement have been successfully conducted; all final approvals required for use, operation, and maintenance of the improvement from the City, District, or HOA have been obtained; and the City, District, or HOA has accepted the improvement for use, operation and maintenance; and

2.21.03. as to the Public Infrastructure, the City has received and approved all Conveyance Documentation associated with the improvement, and the City has, in writing, accepted the Public Infrastructure for ownership, operation, and maintenance.

2.22. "*Conceptual Wastewater Plan*" means the diagram attached to this Agreement as ***Exhibit E***, showing the Major Wastewater Improvements needed to provide Wastewater Service to the Land.

2.23. "*Conceptual Water Plan*" means the diagram attached to this Agreement as ***Exhibit F***, showing the Major Water Improvements needed to provide Wastewater Service to the Land.

2.24. "*Conceptual Parks and Open Space Plan*" means the diagram attached to this Agreement as ***Exhibit G***, showing the location of the Primary Park, the Connecting Trails, the Arterial Trail, the Amenity Centers, the Community Parks, the Private Parks, the Internal Trails, and the Open Space, subject to adjustments necessary to meet the siting requirements of UDC Section 15.08.040.

2.25. "*Conceptual Transportation Plan*" means the diagram attached to this Agreement as ***Exhibit H***, showing the general locations of the Yearwood Minor Arterial Road, the Emergency Vehicle Access Roads, and the Internal Transportation Improvements, as well as the locations for traffic calming improvements required by **Section 8.10.01**

2.26. "*Connection(s)*" means an Active Connection (defined below) to the City's water or wastewater system on the Land. For the purposes of this Agreement, a ¾" water meter is equivalent to one Connection. The number of Connections associated with multifamily structures or meters larger than ¾" in size shall be the same as the number of "Service Units" calculated using Georgetown's meter equivalency standards set forth in Section 13.32.050 of Georgetown's Code of Ordinances, as said ordinance may be amended from time to time by the City Council. As used in this definition, the term "*Active Connection*" means a Connection for which there is an open utility account with the City during any portion of a monthly billing period.

2.27. "*Connecting Trails*" means, collectively, the four (4) trails to be Completed (or caused to be Completed) by Developer to provide connectivity to the Regional Trail, as generally shown on the Parks and Open Space Plan.

2.28. "*Connecting Trails Easements*" means, collectively, the four (4) easements to be granted and conveyed to a District or HOA within which Developer shall Completed (or cause Completion of) the Connecting Trails, each being twenty (20) feet wide, as generally shown on the Parks and Open Space Plan.

2.29. "*Conveyance Documentation*" means and includes the information required by the City' Real Estate Department for conveyances of interests in land to the City (available on the City's website), and by the City for acceptance of the Completed Public Infrastructure, at minimum, the following information, as applicable:

- As to an Internal Utility Easement for any Internal Utility Facilities that are not located, with the City's pre-approval, within a ROW, a draft easement instrument in 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 with and licensed by the State of Texas; drafts of all Access Easements in Approved Form (if applicable),a draft License to Encroach in Approved Form (if applicable); an ownership and lien affidavit covering the proposed easement area; and a current title commitment showing the encumbrances of record affecting the proposed easement area.

- As to an Internal Trail Easement, a draft easement instrument in 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 with and licensed by the State of Texas; drafts of all Access Easements in Approved Form (if applicable), and a draft License to Encroach in Approved Form (if applicable).

- As to the Emergency Vehicle Access Easements, the 42" MasterPlan Wastewater Line Access Easements, and any other Access Easement, a draft easement instrument in Approved Form; the legal description (metes and bounds or platted lot) and map or sketch of the proposed easement area prepared by a surveyor registered with and licensed by the State of Texas; an ownership and lien affidavit covering the proposed easement area; a current title commitment showing the encumbrances of record affecting the proposed easement area; and a draft License to Encroach in Approved Form (if applicable).

- As to the 42" MasterPlan Wastewater Line Easement, and easements for all Major Wastewater Improvements and Major Water Improvements, draft easement

instruments in Approved Form; the legal descriptions (metes and bounds or platted lot) and map or sketch of the proposed easement areas prepared a surveyor licensed by and registered to practice in the State of Texas; a draft of the Access Easement in Approved Form (if applicable), drafts of all Licenses to Encroach in Approved Form (if applicable); an ownership and lien affidavit covering the proposed easement area; and a current title commitment showing the encumbrances of record affecting the proposed easement areas.

- As to deeds for the Primary Park (the portion outside all floodplains) and the South Lift Station Site, a draft deed instrument in Approved Form; the legal descriptions (metes and bounds or platted lot) and map or sketch of the proposed deeded area prepared by a surveyor licensed by and registered to practice in the State of Texas; a drafts of the Access Easement in Approved Form (if applicable), drafts of all Licenses to Encroach in Approved Form (if applicable); an ownership and lien affidavit covering the proposed deed area; and a current title commitment showing the encumbrances of record affecting the proposed deed area.

- As to a License to Encroach, means an instrument in Approved Form authorizing use of a City easement or City ROW for landscaping or private utility lines, an application for which must describe in detail the proposed improvement and the exact proposed location, pursuant to Chapter 12.09 of the City Code of Ordinances. Developer understands and agrees that no License to Encroach shall be issued by the City for the masonry walls, fences, gates, or any similar improvements within the ROW for the Yearwood Minor Arterial Road or any other ROW owned or controlled or to be owned or controlled by the City. City understands and agrees that a License to Encroach shall be issued by the City to District or HOA for landscape maintenance within the ROW for the Yearwood Minor Arterial Road on execution of a Maintenance Agreement in Approved Form relating to landscape maintenance.

- As to all Public Infrastructure, means the following*:* (a) the financial security required by the UDC for the Completed improvement; (b) a set of construction plans for a Completed improvement certified as "as-built" by the Engineer responsible for preparing the Approved Plans for same; (c) all final, recordable easements or deeds (as applicable), (to the extent said easements or deeds were not delivered with the application for approval of the construction plans for the Completed improvement and approved by the City with the Approved Plans); and (d) all third party warranties and guarantees associated with the improvement.

2.30. "*Day*" or "*days*" means the day or days that the City is open for business.

2.31. "*Develop, Developed, or Development*" means 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 (2) or more parcels; alteration of the surface or subsurface of the land including mining, grading, filling, or excavating; clearing or removal of natural vegetation in preparation of construction activities; installation of public infrastructure; construction of impervious surfaces; and vertical development. Excluded from this definition are repairs to existing utilities; minimal clearing of vegetation for surveying and testing; removal of ashe juniper trees (but only after City approval of a Tree Survey meeting UDC requirements), filling, grading, and compacting previously mined areas for reclamation (but only after securing any necessary permits for such mining reclamation activities); and bona fide agricultural activities. Notwithstanding the foregoing, operation of the existing stone and aggregate and concrete processing plant, and operation of the existing quarry and plant and related mining reclamation activities that are permitted pursuant to the terms of the existing lease, as previously amended (the "Concrete Lease") between Yearwood and Central Texas Stone and Aggregate ("CTSA") on the Land for the period commencing on Effective Date and ending on September 2, 2027 (as to the stone and aggregate and concrete processing plant) and ending on March 2, 2028 (as to the operation of existing quarry and plant and related mining reclamation activities that are permitted pursuant to the terms of the Concrete Lease) by CTSA and Lauren Concrete (respectively) will not fall under this definition. For clarity, references to an "existing quarry" refers to areas in which trees were removed before the Effective Date.

2.32. "*Developer*" means *(a)* Peregrine, for the period between the Effective Date and the FCL Closing Date; and *(b)* FCL and its permitted assigns under **Section 12.02,** for the period after the FCL Closing Date; provided, however, in the event that FCL does not acquire the Land from Peregrine on or before the FCL Closing Date, then "Developer" shall refer to Peregrine and its permitted assigns.

2.33. "*District*" means the Original District and any subsequent municipal utility district created by division of the Original District.

2.34. "*District Areas/Improvements*" means, collectively, all areas and improvements other than the Public Infrastructure that are to be owned and maintained by a District or the HOA (*i.e.*, not by the City or any other

Governmental Authority or an End Buyer), as applicable, including, without limitation, the Shared Driveways (described in **Section 6.10**), the Drainage Facilities, portions of the Primary Park (described in **Section 7.03.01**), the Community Parks, the Private Parks, the Amenity Centers, the Lakes, the Open Space Areas, the Parkland Improvements, the Connecting Trails, the Internal Trails, Landscape Areas, and improvements or areas that are not Public Infrastructure or constructed by an End Buyer.

2.35. *"District Creation Date"* means the date that the TCEQ issues a final unappealable order approving creation of the Original District.

2.36. *"Drainage Facilities"* means all areas labeled as "Detention" or "Water Quality Ponds" or similarly on the Conceptual Land Use Plan and the Conceptual Parks and Open Space Plan; a drainage facility or improvement shown on any Approved Plan; and all other water quality, stormwater management, detention, or retention facilities to be located on or to serve Development on the Land, excluding only such of those facilities that are within the definition of Transportation-Related Drainage Improvements.

2.37. *"ETJ"* means the extraterritorial jurisdiction of the City as determined under Chapter 42 of the TLGC, as amended.

2.38. "*Effective Date*" has the meaning given in **Section 3.01.**

2.39. "*Eligible Transportation Improvements*" means, collectively, the Yearwood Minor Arterial Road, including drainage infrastructure solely in support of the Yearwood Minor Arterial Road, and the improvement funded by the Interlocal Agreement Costs.

2.40. "*Emergency Vehicle Access Easements*" means, collectively, the twenty feet (20') wide easements in Approved Form granted and conveyed (or caused to be granted and conveyed) by Developer to the City, at no cost to the City, located as to ensure emergency vehicle access to each Development Phase as Development of the Land progresses per the requirements of **Section 8.08** and **Section 8.09**.

2.41. "*Emergency Vehicle Access Road*" has the meaning given in **Section 8.09.**

2.42. "*End Buyer*" means an owner, tenant, or occupant of a Lot, regardless of the proposed use of such Lot.

2.43. "*FCL Closing Date*" means the date that a deed is recorded in the Official Public Records of Williamson County, Texas, evidencing the acquisition by FCL

of fee simple title to the Land from Peregrine, which date must be on or before the FCL Closing Deadline.

2.44. "*FCL Closing Deadline*" has the meaning given in Paragraph C of the Recitals.

2.45. "*Geologic Assessment*" means that certain "Phase II Karst Assessment for the 728.36-acre Yearwood Tract," prepared by Crystal Hall, PG of Gray Civil, Inc. dated March 27, 2026.

2.46. "*Governing Regulations*" means and includes the following laws, regulations and documents in effect as of the Effective Date, except as otherwise expressly stated hereinbelow and to the extent such modifications or changes to the Governing Regulations fall within the exceptions appearing in Section 245.004 TLGC or to the extent Developer elects, in its sole discretion, to comply with modifications or changes amendments or changes to the Governing Regulations::

2.46.01. This Agreement, including all Exhibits; and

2.46.02. The PUD Ordinance; and

2.46.03. The UDC, as defined herein and adopted by the City on August 11, 2026, as amended by the PUD Ordinance and the Additional Land Development Standards; and

2.46.04. The City's Development Manual, and

2.46.05. The City's Parkland Development Guidelines; and

2.46.06. The Approved Plans; and

2.46.07. The Maintenance Agreement(s); and

2.46.08. The City Code of Ordinances; and

2.46.09. TLGC Chapter 245; and

2.46.10. The Edwards Aquifer Recharge Zone Regulations, and any amendments thereto, promulgated by the TCEQ or its successor agency; and

2.46.11. Federal, state, and local laws, and statutes, regulations, permits and orders of a Governmental Authority (other than the City) having jurisdiction over the City's provision of Water Service and/or Wastewater Service,

including any amendments that may be approved from time to time by such Governmental Authority; and

2.46.12. Federal, state, and local laws, and statutes, regulations, permits and orders of a Governmental Authority (other than the City) having jurisdiction over Development of the Land, Service including any amendments that may be approved from time to time by such Governmental Authority; and

2.46.13. the City's Construction Specifications and Standards Manual(s); and

2.46.14. the City's Drainage Criteria Manual; and

2.46.15. the Drainage Study for the Land dated March 20, 2026, prepared by J. Adam Berry, a qualified engineer licensed and registered in the State of Texas, and hereby approved by the City; and

2.46.16. the City's Neighborhood Traffic Management Program (adopted by City Council Resolution No. 042826-5.C); and

2.46.17. final plats for portions of the Land that are approved, from time to time, by the City in accordance with this Agreement and the UDC; and

2.46.18. ordinances, or amendments thereto, that the City is required to adopt from time to time by state or federal law; and

2.46.19. all national and international residential and commercial building codes adopted by the City, (*e.g.*, electric codes, building codes, plumbing codes, mechanical codes, energy conservation codes and fire codes), including changes and local amendments thereto that may be adopted from time to time by the City, provided, that such changes and amendments are uniformly applied to the land within the City's corporate limits.

2.47. "*Governmental Authority*" means the City, the County, TCEQ, TxDOT, U.S. Environmental Protection Agency, U.S. Army Corps of Engineers, the Public Utility Commission of Texas, or other agencies of the State of Texas or the United States of America, to the extent such entities have jurisdiction over the Land, the Project, or the improvements to be constructed on the Land. The term does not include a District.

2.48. "*HOA*" means a homeowners' association formed and operating under the applicable laws of the State of Texas where membership is appurtenant to ownership of a Lot on the Land.

2.49. "*Initial Connection Limit*" means a combined total **300** Service Unit Equivalents (SUEs) from Wastewater Connections located on the Land and/or on Rock Bluff Ranch.

2.50. "*Initial Parties*" means the City, Yearwood, Peregrine, and FCL.

2.51. "*Interim Wastewater Line*" means the wastewater line to be designed and Completed (or caused to be designed and Completed) in accordance with the Approved Plans by Developer at no cost to the City and located within the Interim Wastewater Easement and the City's ROW (but not a County or State ROW) and sized to collect flows up to, but not more than, the Initial Connection Limit.

2.52. "*Interim Wastewater Line Easement*" means the easement in Approved Form to be granted and conveyed (or caused to be granted and conveyed) by Developer to the City, at no cost to the City, for the portion(s) of the Interim Wastewater Line located outside of the City's ROW, commencing at a point on the Land, and terminating at a point of connection with the City's existing eighteen (18) inch wastewater line located in the Sun City Subdivision, as generally shown on the Conceptual Wastewater Plan.

2.53. "*Interlocal Agreement*" means the interlocal agreement to be entered into between the City and the County pursuant to which the City will initially fund, and the County will design and construct, a right-turn deceleration lane from Ronald Reagan Jr. Blvd. onto the Yearwood Minor Arterial Road.

2.54. "*Interlocal Agreement Costs*" means and includes all costs, fees, and expenses incurred by the City under the Interlocal Agreement.

2.55. "*Internal Trails*" means the pedestrian and bicycle trails to be Completed (or caused to be Completed) by Developer at no cost to the City on the Land in the general locations shown on the Conceptual Parks and Open Space Plan being at least ten feet (10') wide, constructed of concrete, or, if approved in advance by the City's Director of Parks and Recreation, of asphalt, crushed granite, or natural materials, and providing for pedestrian and bicycle circulation.

2.56. "*Internal Trails Easements*" means the easement in Approved Form granted and conveyed (or caused to be granted and conveyed) by Developer to the District or HOA for perpetual ownership and maintenance for the Internal Trails in the general location shown on the Conceptual Parks and Open Space Plan.

2.57. "*Internal Transportation Improvements*" means, collectively, all streets and roads to be constructed (or caused to be constructed) by Developer entirely within the Land that are classified as "Local" or "Collector" level roads in Chapter 12 of the UDC which will be dedicated to the City as public streets, and after Completion and acceptance by the City, will be owned and maintained by the City. The term does not include the Yearwood Minor Arterial Road or the Emergency Vehicle Access Roads, which are separately defined.

2.58. "*Internal Wastewater Improvements*" means, collectively, all wastewater lines, piping, valves, and related equipment and appurtenances to be constructed (or caused to be constructed) by Developer, at no cost to the City, within the Land and within an Internal Utility Easement to enable the City to provide retail Wastewater Service to each Lot on the Land. The term does not include Major Wastewater Improvements, which are separately defined.

2.59. "*Internal Water Improvements*" means, collectively, all water lines, piping, valves, and related equipment and appurtenances to be constructed (or caused to be constructed) by Developer, at no cost to the City within the Land and within an Internal Utility Easement to enable the City to provide Waster Service to each Lot on the Land. The term does not include the Major Water Improvements, which are separately defined.

2.60. "*Internal Utility*" or "*Internal Utilities*" means, when singular, an Internal Water Improvement or an Internal Wastewater Improvement, and when plural more than one of either or both of them. The term does not include service lines connecting to a City-owned pipeline on the Lot owner's side of a water meter.

2.61. "*Internal Utility Easements*" easement in Approved Form granted and conveyed (or caused to be granted and conveyed) by Developer to the City, at no cost to the City, for the Internal Wastewater Easements and the Internal Water Improvements which may, with the City's consent evidenced by the City's signature on the final plat and Approved Plans, be within a ROW.

2.62. "*Lakes*" means, collectively, the two (2) man-made water bodies created by quarrying activities on the Land, to be owned by a District and maintained in perpetuity by a District or the HOA, as applicable, pursuant to a Maintenance Agreement, located generally where shown on the Conceptual Land Use Plan and the Conceptual Parks and Open Space Plan.

2.63. "*Land*" approximately 726.1862 acres of land in Williamson County, Texas described by metes and bounds on ***Exhibit A-1*** and shown on the Location Map attached to this Agreement as ***Exhibit A-2***.

2.64. "*Landscape Areas*" means and includes (*a*) areas alongside and/or within the Transportation Improvements such as areas within medians, between the paved lanes and sidewalks, and between sidewalks and Walls and Fencing ; (*b*) common areas owned by the HOA; to be owned and maintained in perpetuity by a District or the HOA pursuant to a Maintenance Agreement,

2.65. "*Location Map*" means the map attached to this Agreement as ***Exhibit A-2*** showing the location of the Land, the proposed Rock Bluff Ranch subdivision, Berry Creek, SH 195, Rattlesnake Road, Ronald W. Reagan Blvd., CR 245, Sun City Blvd., Silver Spur Blvd., platted subdivisions, and other existing landmarks.

2.66. "*Lot*" means a legal lot included in a final subdivision plat approved by the City and recorded in the Official Public Records of Williamson County, Texas.

2.67. "*Major Wastewater Improvements*" means, collectively, the South Lift Station, the 42" MasterPlan Wastewater Line Segment, and the 8", 12", 18", and 24" gravity wastewater lines shown on the Conceptual Wastewater Plan. If Developer chooses to construct the Interim Wastewater Line, the term also includes the Interim Wastewater Line.

2.68. "*Major Water Improvements*" means, collectively, Pressure Zone 1065 Major Water Line No. 1, Pressure Zone 1065 Major Water Line No. 2, Pressure Zone 1178 Major Water Line, and the Pressure Zone 1178 Major Water Line Off-Site Segment.

2.69. "*Maintenance Agreement(s)*" means one (1) or more agreements in the form attached as ***Exhibit J*** and related to maintenance in perpetuity of the District Areas/Improvements, to be entered into between the City, Developer, and a District; or between the City, Developer, and the HOA, depending on whether a District or the HOA is to maintain the District Area/Improvement.

2.70. "*Master Covenant*" means, collectively, those certain documents that are in all material respects consistent with this Agreement and the Related Documents, establishing a uniform plan for the governance of the Land by the establishing a declarant for the HOA. The Master Covenant must include the provisions set forth in **Section 6.07.**

2.71. "*Neighborhood Collector*" has the meaning given in the UDC.

2.72. "*Open Space Areas*" means the approximately 168.6 acres out of the Land where all Development is prohibited and which is intended to remain in an undisturbed state and owned and maintained in perpetuity by a District or HOA pursuant to a Maintenance Agreement, labeled as such and located where generally shown on the Conceptual Land Use Plan and the Conceptual Parks and Open Space Plan.

2.73. "*Original District*" means Williamson County Municipal Utility District No. ____ (or next available numerical designation), prior to any division thereof.

2.74. "*Ornamental Water Feature*" means an artificial water feature dug or created on the Land primarily for aesthetic purposes, including but not limited to ponds.

2.75. "*Park Development Fee*" means the Park Development Fee per dwelling unit in effect at the time of the City's approval of a final plat containing the Primary Park or a Community Park.

2.76. "*Parkland Improvements*" means the type and in the number of improvements listed in UDC Sec. 13.08.030.B.3.b, Table 13.08.030.C.3.b, and Sec. 13.08.030.B.3.c., and conforming to the City's Parkland Development Guidelines, as shown on Approved Plans for the Primary Park and the Community Parks.

2.77. "*Parties*" means, collectively, the City, Yearwood, Peregrine, FCL, the Original District, and any District created by division of the Original District; provided, however, that upon conveyance of the Land by Yearwood to Peregrine in accordance with this Agreement, Yearwood shall no longer be a party hereto, and upon conveyance of the Land by Peregrine to FCL in accordance with this Agreement, Peregrine shall no longer be a party hereto.

2.78. "*Party*" means one of the Parties.

2.79. "*Peregrine Closing Date*" means the date that a deed is recorded in the Official Public Records of Williamson County, Texas, evidencing the acquisition by Peregrine of fee simple title to the Land from Yearwood, which date must be on or before the Peregrine Closing Deadline.

2.80. "*Peregrine Closing Deadline*" has the meaning given in Paragraph B of the Recitals.

2.81. "*Phasing Plan*" means the sequence of Development of the Land shown by clearly demarcated spatial boundaries for each phase (lot lines, streets, parks,

trails, and utilities) and the numerical order of each phase, which is attached to this Agreement as ***Exhibit K***.

2.82. "*Pressure Zone 1065 Major Water Line No. 1*" means the water line to be Completed (or caused to be Completed) by Developer at no cost to the City used only to provide Water Service to Connections on the Land within Pressure Zone 1065 connecting at both ends and a mid-point to the City's 24" Water Line that borders the southern boundary of the Land, as generally shown on the Conceptual Water Plan. The diameter of the water line will be determined by the City during final design, but must be a minimum of twelve (12) inches.

2.83. "*Pressure Zone 1065 Major Water Line No. 1 Easement*" means the twenty-five (25) foot wide easement in Approved Form for the Pressure Zone 1065 Major Water Line No. 1 to be granted and conveyed (or caused to be granted and conveyed) by Developer to the City, at no cost to the City, when and as required by this Agreement.

2.84. "*Pressure Zone 1065 Major Water Line No. 2*" means the water line to be Completed (or caused to be Completed) by Developer at no cost to the City used only to provide Water Service to Connections on the Land within Pressure Zone 1065 connecting at its western end to Pressure Zone 1065 Major Water Line No. 1, and, at its eastern end, either *(a)* terminating in a stub out near the intersection of Ronald Reagan Blvd., and Rattlesnake Road, or *(b)* connecting to the City's 24" water line situated alongside Ronald W. Reagan Blvd. if present, as generally shown on the Conceptual Land Use Plan. The diameter of the water line will be determined by the City during final design, but must be a minimum of twelve (12) inches.

2.85. "*Pressure Zone 1065 Major Water Line No. 2 Easement*" means the twenty-five (25) foot wide easement in Approved Form for the Pressure Zone 1065 Major Water Line No. 2 to be granted and conveyed (or caused to be granted and conveyed) by Developer to the City, at no cost to the City, when and as required by this Agreement.

2.86. "*Pressure Zone 1178 Major Water Line*" means the water line to be Completed (or caused to be Completed) by Developer at no cost to the City used only to provide Water Service to Connections on the Land within Pressure Zone 1178 connecting at its southern end to the City's 24" Water Line, and terminating at the northern boundary of the Land, as generally shown on the Conceptual Water Plan. The diameter of the water line will be determined by the City during final design, but must be a minimum of sixteen (16) inches The term does not include the

Pressure Zone 1178 Major Water Line Off-Site Segment, which is separately defined.

2.87. "*Pressure Zone 1178 Major Water Line Easement*" means the twenty-five (25) foot wide easement in Approved Form for the Pressure Zone 1178 Major Water Line to be granted and conveyed (or caused to be granted and conveyed) by Developer to the City, at no cost to the City, when and as required by this Agreement.

2.88. "*Pressure Zone 1178 Major Water Line Off-Site Segment*" means the portion of the Pressure Zone 1178 Major Water Line that commences at the southern boundary of the Land and extends southward to a point of connection with a City 24" Water Line that is alongside Ronald W. Reagan Blvd., which is to be constructed by others, as generally shown on the Conceptual Water Plan. The diameter of the water line will be determined by the City during final design based on the demands for water service within the Land at full buildout, but must be a minimum of sixteen (16) inches.

2.89. "*Pressure Zone 1178 Major Water Line Off-Site Segment Easement*" means the twenty-five (25) foot wide easement in Approved Form to be acquired, granted and conveyed (or caused to be granted and conveyed) by Developer to the City, at no cost to the City, when and as required by this Agreement.

2.90. "*Primary Park*" means the approximately 141.3 acre area labeled as such and located where generally shown on the Conceptual Parks and Open Space Plan, which is to be owned in part by the City (the portion outside of a floodplain) and in part by a District (the portion within a floodplain), , and maintained in perpetuity by a District or the HOA, as applicable, pursuant to a Maintenance Agreement, as described in **Section 7.03.01.**

2.91. "*Private Park*" means the approximately 4.5 acre area labeled as such on the Conceptual Parks and Open Space Plan, which is to be owned and maintained in perpetuity by a District or HOA pursuant to a Maintenance Agreement, located where generally shown on the Parks and Open Space Plan.

2.92. "*Project*" means Development of the Land with up to 1,894 dwelling units and approximately 15 acres of commercial development, plus the District Areas/Improvements and the Public Infrastructure, all in accordance with the Governing Regulations.

2.93. "*Public Infrastructure*" means, collectively, the Transportation Improvements, the Water Improvements, and the Wastewater Improvements. The term does not include the Drainage Facilities.

2.94. "*PUD Ordinance*" means, on its final adoption, the ordinance approved by the City Council adopting a PUD Development Plan for the Land, as said ordinance may be amended from time to time.

2.95. "*Regional Trail*" means the ten (10) foot wide concrete hike and bike trail and associated ancillary appurtenances meeting the specifications set forth in the attached ***Exhibit L***, including low water crossings, to be Completed (or caused to be Completed) by Developer at no cost to the City within the Regional Trail Easement.

2.96. "*Regional Trail Easement*" means the twenty (20) foot wide easement beginning at a point on the Land near the intersection of Sun City Blvd. and the Yearwood Minor Arterial Road, and extending generally northward parallelling Berry Creek on the west side, and ending at the northern boundary of the Land, as generally shown on the Conceptual Parkland and Open Space Plan, adjusted as necessary due to topographical constraints.

2.97. "*Related Documents*" means, collectively, the PUD Ordinance and the Maintenance Agreement(s).

2.98. "*Residential Collector*" has the meaning given in the UDC.

2.99. "*Rock Bluff Ranch*" means that certain 854.8 acres of land situated north of and immediately adjacent to the Land in the location generally shown on the Location Map attached to this Agreement as ***Exhibit A-2***, which will be developed by FCL pursuant to separate agreements between the City, FCL, the owner(s) of Rock Bluff Ranch, and any other necessary parties thereto.

2.100. "*ROW*" means a public right-of-way.

2.101. "*Service Unit Equivalent*" or "*SUE*" has the same meaning as the term "Service Unit Equivalent" as used and defined in City Code of Ordinances Sec. 13.32.F ("Service Unit Equivalent"), the number of which are to be calculated in accordance with City Code of Ordinances Sec. 13.32.050.

2.102. "*South Lift Station*" means a new wastewater lift station to be designed and constructed (or caused to be designed and constructed) by Developer at no cost to the City on the South Lift Station Site. The size of the lift station shall be

determined by the City during final design. Except as otherwise allowed by **Section 9.09**, the lift station shall be designed and constructed with capacity only as required to meet the projected demands for service within the Land consistent with this Agreement, and the Parties' reasonably projected demands for service within Rock Bluff Ranch.

2.103. "*South Lift Station Deed*" means the deed in Approved Form granting and conveying the South Lift Station Site to the City in fee simple at no cost to the City.

2.104. "*South Lift Station Site*" means a one (1) acre portion of the Land accessible from a Completed public road generally located where shown on the Conceptual Wastewater Plan on which Developer will construct (or cause to be constructed) the South Lift Station, and where the City may construct or cause to be constructed an expansion of the South Lift Station. The one (1) acre minimum siting requirement is in addition to the Access Easement required to enter the South Lift Station Site from a Completed public road. As long as a one-quarter (1/4)-acre portion of the one (1) acre site on which the South Lift Station will be located is outside of the FEMA and Atlas 14 floodplains, the remainder of the site may be in a FEMA or Atlas 14 floodplain if it is also outside of a Stream Buffer Area.

2.105. "*Stream Buffer Areas*" means the areas identified as being within the smaller of the FEMA or Atlas 14 floodplain map on the Stream Buffer Location Map attached to the Geologic Assessment as Attachment F, within which all Development is prohibited, excluding construction of the 42" MasterPlan Wastewater Line Segment, if situated as described in **Section 9.05.02.**

2.106. "*TCEQ*" means the Texas Commission on Environmental Quality, or its successor agency having jurisdiction over wastewater treatment and discharge.

2.107. "*TLGC*" means the Texas Local Government Code.

2.108. "*TIF Offset*" means the maximum amount that the Transportation Impact Fee (TIF) may be reduced on Developer's demonstration of compliance with the terms and conditions of this Agreement, calculated after Completion of the Yearwood Minor Arterial Road and payment of the Interlocal Agreement Costs, and the City's acceptance of the TIF Offset Documentation, per **Section 8.11.02.**

2.109. "*TIF Offset Documentation*" means the information described on the attached ***Exhibit N***.

2.110. "*TIF Service Unit*" means one vehicle-mile of travel during the afternoon peak hour of traffic, and is also sometimes referred to in City Code of Ordinances Chapter 12.46 as a "vehicle mile."

2.111. "*Transportation Impact Fee*" or "*TIF*" means the transportation impact fee adopted by the City Council pursuant to Chapter 395 of the TLGC to recoup the costs of capital improvements or expansions to the City's transportation system, in the amount in effect on the "Assessment Date," as the term "Assessment Date" is defined in City Code of Ordinances Section 12.46.090 and which amount may be revised by the City Council after the Effective Date in accordance with the applicable procedures set forth in Texas Local Government Code (TLGC) Chapter 395.

2.112. "*Transportation Improvements*" means, collectively, the Yearwood Minor Arterial Road, the Emergency Vehicle Access Roads, the Internal Transportation Improvements, and the Transportation-Related Drainage Improvements.

2.113. "*Transportation-Related Drainage Improvements*" means those stormwater, drainage, and water quality control facilities required to manage stormwater, drainage, and water quality resulting from public streets and roadways and that are shown on the Approved Plans for the public street or roadway. The term does not include stormwater, drainage, and water quality control facilities that are associated with any other type of Development on the Land.

2.114. "*Unified Development Code*" or "*UDC*" means the City's Unified Development Code approved and adopted by the City Council of the City of Georgetown on August 11, 2026 pursuant to Ordinance No. 2026-39, and effective on November 1, 2026. Notwithstanding the foregoing, Developer may elect, in its sole discretion, to comply with later versions of, or amendments to, the UDC adopted by the City Council after August 11, 2026, if any.

2.115. "*Vertical Development*" means the construction, installation or remodeling of structure(s) for which the City typically requires a building permit or certificate of occupancy.

2.116. "*Walls and Fencing*" means the walls and fencing meeting the Wall and Fencing Standards placed within an Open Space Area or within perpetual easements granted to a District or the HOA, and not in, on, or over any ROW (City or County), PUE, the 42" MasterPlan Wastewater Line Easement, the permanent 42" MasterPlan Wastewater Line Access Easement, or any other City easement for any other Public Infrastructure, to be constructed (or caused to be constructed) by

Developer and maintained in perpetuity by a District or the HOA at no cost to the City, to be located generally where shown on the Conceptual Wall and Fencing Plan subject to the foregoing limitations.

2.117. "*Wall and Fencing Standards*" means the design and construction standards for the Walls and Fencing consistent with the descriptions on the Conceptual Wall and Fencing and as may be specified in more detail in the PUD Ordinance, but in no event shall Walls and Fencing be placed in, on, or over any City easement or ROW.

2.118. "*Wastewater Impact Fee*" means the charges or assessments of money imposed per Service Unit Equivalent by the City pursuant to City Code of Ordinances Chapter 13.32 against new development to generate revenue for funding or recouping the costs of wastewater system capital improvements or facility expansions necessitated by or attributable to new development, in the amount in effect at the time of assessment under City Code of Ordinances Section 12.32.070, as said amount may be revised by the City Council during the Term in accordance with the applicable procedures set forth in TLGC Chapter 395.

2.119. "*Wastewater Impact Fee Credit Documentation*" has the meaning given in **Section 9.05.03.**

2.120. "*Wastewater Improvements*" means, collectively, the Major Wastewater Improvements, the Internal Wastewater Improvements and, if constructed, the Interim Wastewater Line.

2.121. "*Wastewater Service*" means the provision by the City of domestic wastewater collection and treatment services to retail customers within the Land per the rules and regulations promulgated by the City and the terms and conditions of this Agreement.

2.122. "*Water Impact Fee*" means the charges or assessments of money imposed per Service Unit Equivalent by the City pursuant to City Code of Ordinances Chapter 13.32 against new development to generate revenue for funding or recouping the costs of water system capital improvements or facility expansions necessitated by or attributable to new development, in the amount in effect at the time of assessment under City Code of Ordinances Section 12.32.070, as said amount may be revised by the City Council during the Term in accordance with the applicable procedures set forth in TLGC Chapter 395.

2.123. "*Water Improvements*" means, collectively, the Major Water Improvements and the Internal Water Lines.

2.124. "*Water Service*" means the provision by the City of potable water service to retail customers within the Land per the rules and regulations promulgated by the City and the terms and conditions of this Agreement.

2.125. "*Water Softener*" means any devices that, via ion exchange, replaces calcium and magnesium ions with sodium ions in water.

2.126. "*Water Service*" means the provision by the City of potable water and domestic wastewater collection and treatment services to retail customers within the Land per the rules and regulations promulgated by the City.

2.127. "*Yearwood Arterial ROW Exhibit*" means the attached ***Exhibit O*** showing "ROW Area A 0.348 Acres" and "ROW Area B 0.750 Acres" located on the City's Northlands WWTP Site.

2.128. "*Yearwood Minor Arterial Road*" means the roadway and its related Transportation-Related Drainage Improvements to be constructed (or caused to be constructed) by Developer at no cost to the City having a 110-foot ROW width commencing at a point along Ronald W. Reagan Blvd. directly across from Sun City Blvd., traversing the Land in a west-northwesterly direction, and ending at a point along the northwestern boundary the Land, in the general location shown on the Conceptual Transportation Plan.

ARTICLE 3. EFFECTIVE DATE; PEREGRINE TERMINATION; DISTRICT CREATION AND ORGANIZATION MATTERS

3.01. **Effective Date**. The "**Effective Date**" of this Agreement will occur if and on the date that both of the following conditions are met on or before the date that is sixty (60) days after the City Council has approved this Agreement (the "**60-Day Deadline**"): *(a)* the duly authorized representatives of the Initial Parties have executed five (5) originals of this Agreement and returned same to the City; and *(b)* Peregrine has acquired fee simple title to the Land from Yearwood on or before the Peregrine Closing Deadline and provided a copy of the recorded deed evidencing such acquisition to the City Attorney. If either of the foregoing conditions are not met on or before the 60-Day Deadline, this Agreement will not become effective, be null and void, and have no force or effect.

3.02. **Voluntary Annexation Request and Municipal Services Agreement**. The City acknowledges that Peregrine has submitted a written request for voluntary annexation of the Land (the "**Voluntary Annexation Request**") and has executed a Municipal Services Agreement. The Parties agree that the Voluntary Annexation Request and Municipal Services Agreement will be deemed to be submitted to the City on the Peregrine Closing Date, provided that such date is on or before the Peregrine Closing Deadline and the 60-Day Deadline, and agree further that, prior to such time, the City will hold the Voluntary Annexation Request and Municipal Services Agreement in escrow and not commence the voluntary annexation proceedings. The Parties hereby stipulate that the request for annexation of the Land into the City limits is made voluntarily by Peregrine and is consented to by FCL.

3.03. **PUD Zoning Application**. Peregrine agrees to submit, or cause to be submitted, an administratively complete application for zoning of the Land as a Planned Unit Development ("PUD") that is consistent with the terms and conditions of this Agreement (the "**PUD Zoning Application**") within one hundred twenty (120) days after the Peregrine Closing Date.

3.04. **Peregrine Termination**. Peregrine reserves the right, at its election, to terminate this Agreement by delivery of written notice to the City, if the City Council fails to concurrently approve (*i.e.*, such approval to occur at the same City Council meeting) an ordinance annexing the Land into the corporate boundaries of the City limits and adopt the PUD Ordinance for the Land in accordance with the terms and conditions of this Agreement within one hundred twenty (120) days after the Effective Date (a "**Peregrine Termination**"). Upon a Peregrine Termination of this Agreement pursuant to this **Section**, the Parties will have the following rights and obligations, which survive such termination: *(a)* if the City has annexed the Land into its corporate limits, the City shall immediately disannex the Land; *(b)* if Peregrine has submitted, or caused to be submitted, a PUD Zoning Application or any other Development-related applications to the City, such applications will be deemed to have been withdrawn by Peregrine, and Peregrine and FCL each waive any rights under TLGC Section 43.002(a), except as to stone and aggregate and concrete processing plant and mining activities; *(c)* if Peregrine has submitted, or caused to be submitted, any documents pertaining to creation of the Original District to the TCEQ, the Attorney General, or the state legislature, Peregrine shall immediately withdraw such applications or other documents; *(d)* if the District Creation Date has occurred, Peregrine shall immediately pursue TCEQ proceedings or decisions to dissolve the Original District; (*e*) if the City has not annexed the Land, the City shall immediately release from escrow and return

to Peregrine the Voluntary Annexation Request and Municipal Services Agreement; and *(f)* **Section 3.09** shall remain in full force and effect until items *(a)*, *(b)*, *(c)*, *(d)* and/or *(e)* above, as applicable, are completed.

3.05. **Consent to Creation of Original District as In-City District**. By their signatures on this Agreement, Peregrine and FCL hereby stipulate that they each join in the request made in the Creation Petition for consent to creation of a municipal utility district on the Land, and stipulate that they desire creation of an In-City District (not an ETJ District). By execution of this Agreement and subject to the terms and conditions hereof, the City consents to the inclusion of all of the Land within the Original District and the creation of the Original District upon annexation of the Land by the City. The City agrees that this Agreement will constitute and evidence the City's consent to the creation of the Original District as an In-City District. No further consent will be required on the part of the City to evidence the City's consent to the creation of the Original District as an In-City District, but the City agrees to provide a resolution confirming its consent if requested by Developer including to evidence that the conditions to the effectiveness of this Agreement and the City's consent have been met.

3.06. **Organizational Meeting of the Original District's Board.** The first organizational meeting of the Original District's Board must be held within sixty (60) days after the District Creation Date.

3.07. **Execution of this Agreement by District.** At its first organizational meeting, the Original District's Board must approve this Agreement, cause this Agreement to be signed by a duly authorized representative of the Original District's Board, and return a fully executed, certified copy of this Agreement to the City Attorney within fifteen (15) days after the date of the organizational meeting of the Original District's Board.

3.08. **Limit on District's Authority**. Prior to the time that this Agreement is executed by the Original District and the executed Agreement is returned to the City Attorney, the Original District shall not divide, issue Bonds or enter into developer reimbursement agreements (unless such developer reimbursement agreements provide that they are only effective if, and when, the foregoing document has been executed and delivered to the City Attorney) and the Original District shall be prohibited from taking any affirmative act to do so. If the Original District fails to approve, execute, and deliver this Agreement to the City Attorney within thirty (30) days of the first organizational meeting of the Original District's Board, such failure shall constitute a material breach of this Agreement and shall

operate to prohibit the Original District from taking any affirmative act to divide, issue Bonds or executing developer reimbursement agreements until the failure has been cured. In addition, the effectiveness of all reimbursement agreements executed by any District and land development agreements executed by Developer or a District shall be expressly conditioned upon approval and execution by the Original District's Board of this Agreement.

3.09. **Withdrawal of Consent**.

3.09.01. The City's consent to the creation of the Original District shall be deemed withdrawn and this Agreement shall be void and have no force or effect if:

(a) The actions described in **Section 3.01** are not completed on or before the 60-Day Deadline, or a Peregrine Termination occurs under **Section 3.05**; or

(b) The District Creation Date has not occurred within eighteen (18) months after the Effective Date, which deadline shall be tolled for the pendency of any contested case hearing challenging creation of the Original District; or

(c) The Original District has not held a confirmation election within eighteen (18) months after the District Creation Date.

3.09.02. If an event described in **Section 3.09.01** occurs and the District Creation Date has not yet occurred, the intent of the Parties is that the Original District is not to be created and the non-City Parties hereby agree that all applications or other documents pertaining to creation of the Original District or issuance of Bonds submitted to the TCEQ, the Attorney General, or the state legislature shall be withdrawn, no District confirmation election shall be called or held, and shall forbear from executing any documents or instruments or taking any other actions enabling the creation, or confirmation of the creation, of the Original District.

3.09.03. If any event described in **Section 3.09.01** occurs and the District Creation Date has occurred, the City may contest or appeal TCEQ proceedings or decisions to dissolve the Original District.

3.09.04. If any event described in **Section 3.09.01** occurs, Developer expressly and irrevocably waives any claims against the City for repayment of costs and expenses that would otherwise be eligible to be reimbursed to Developer by

Original District pursuant to the rules and regulations of the TCEQ or other applicable law.

3.10. **Required Submittals to the City Prior to Creation of the Original District**. Concurrently with the submission of the Original District creation application to the TCEQ, Developer agrees to submit to the City a copy of the application and all supporting documents, including (without limitation) evidence that the land to be included in the Original District is within the City's jurisdictional city limit boundaries and a financial statement of Developer as required by TCEQ rules. The City shall have thirty (30) business days to review the draft application and provide comments to Developer.

3.11. **No Incorporation; No Other Jurisdiction; No Annexation**. In furtherance of the purposes of this Agreement, each District, Owners, and Developer, on behalf of themselves and their respective successors and assigns, covenant and agree that, except after receiving written consent from the City Council, none of them shall: *(1)* initiate, seek or support any effort to incorporate the Land or any part thereof; or *(2)* sign, join in, associate with, or direct to be signed any document seeking to incorporate the Land or seeking to include the Land within the boundaries of any CCN, special district, governmental assessment jurisdiction, other municipality, or any other governmental entity or area other than the City or a District; or *(3)* initiate, seek or support any effort to annex additional land into the boundaries of a District; or *(4)* initiate, seek or support any effort to disannex all or any portion of the Land from the corporate boundaries of the City or from the City's ETJ.

3.12. **Annexation of Land into a District**. No additional land can be annexed into a District without the prior written consent of the City Council, and amendment of this Agreement and the affected Related Documents. Any attempted annexation of additional land into a District without the prior written consent of the City Council, including amendments to this Agreement and the affected Related Documents, will have no force or effect. Notwithstanding the foregoing, the City acknowledges that in the event of division of the Original District, any portion of the Land may be transferred between individual Districts by annexation or exclusion to ensure individual phases or subdivisions of the Project are within separate Districts, and no City consent shall be required therefor as long as any such annexed or excluded property is within the Land; provided, that the City agrees to provide any documentation evidencing the City's consent to any annexation as may be reasonably requested or required by Developer or the applicable District regarding such annexation, including providing a resolution evidencing its consent within forty-five (45) days of request to the City.

3.13. **Limit on Exercise of Eminent Domain Powers**. Each District is not authorized to exercise the power of eminent domain to acquire any interest in property that is located outside the boundaries of the District except: *(i)* if necessary to obtain off-site easements for any of the construction of any infrastructure contemplated by this Agreement to be built by Developer or the District located outside the boundaries of the Land, including if necessary to obtain easements for the Pressure Zone 1178 Major Water Improvements, the Interim Wastewater Improvements, Transportation-Related Drainage Improvements and Drainage Facilities required hereunder; or *(ii)* when such power is exercised with the express prior written consent of the City Council.

3.14. **Reimbursement of City Costs and Expenses.** As additional consideration for this Agreement, Developer shall pay (or cause payment) to the City an amount equal to all applicable City application fees, plus the City's out-of-pocket costs, fees, and expenses (including but not limited to attorney's fees and other professional service fees), incurred by the City in connection with the City's consent to formation of the Original District, and negotiation and preparation of this Agreement and the Related Documents. All such costs, fees and expenses that were invoiced to Developer prior to the date that this Agreement is scheduled to be considered by City Council shall be paid in full to the City before this Agreement is considered for approval by the City Council. All remaining or additional amounts must be received by the City on or before the Effective Date. In addition, during the term of this Agreement, Developer or the applicable District shall remit to the City within thirty (30) days after receipt of request for same, payment for any additional fees, costs or expenses incurred by the City in the administration or amendment of this Agreement or the Related Documents.

3.15. **Division of Districts**. In connection with each division of the Original District, this Agreement must be assigned by the Original District to the District created by division thereof as this Agreement relates to the real property included in such District such that each District shall be bound by the terms and conditions of this Agreement. The City acknowledges that the Original District shall be authorized to divide into two or more Districts without the City's consent, from time to time, including the further division of a District; provided, that the City agrees to provide any documentation evidencing the City's consent to such division as may be reasonably requested or required by Developer or the applicable District regarding such division, including providing a resolution within forty-five (45) days of request to the City. In the event of such division, Developer shall notify the City of the name and boundaries of each new District containing all or a portion of the Land created by such division.

3.16. **Director Qualifying Lots**. The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the sole purpose of qualifying such person to be a member of the Board of Directors of a District will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City.

3.17. **Manufactured or Mobile Homes**. The City agrees that manufactured or mobile homes may be placed on the Land for the following uses: *(1)* for use by residents who intend to vote in a confirmation election (which may include other ballot initiatives), or *(2)* for use as a construction/temporary sales office in connection with the construction of improvements to serve the Land and home sales.

3.18. **Dissolution of Districts**. The City agrees that it will not seek to dissolve any individual District, including pursuant to the authority set forth in Section 43.074 of the TLGC, until after the tenth (10th) anniversary of the date of the first issuance of Bonds by that individual District. Upon dissolution of the applicable District, the City shall assume the indebtedness and legal obligations of the applicable District to the extent required by law.

ARTICLE 4. ISSUANCE OF BONDS BY DISTRICT

4.01. **Restrictions on Issuance of Bonds**. No District shall issue Bonds until after the documents required by **Article 3** are timely and fully executed by the non-City Parties and delivered to the City Attorney.

4.02. **Authorized Purposes**. Except as authorized by this Agreement, no District shall issue Bonds without the prior approval of the City Council. The purposes for which a District may issue Bonds shall be restricted to the following:

4.02.01. Purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

4.02.02. Provide a water supply for the District for municipal, domestic and commercial uses; and

4.02.03. Collect, transport, process, dispose of, and control all domestic, commercial, industrial or communal wastes from the District, whether in fluid, solid or composite state; and

4.02.04. Gather, conduct, divert and control local storm water or other local harmful excesses of water in the District; and

4.02.05. Roads or improvements in aid of roads as authorized by Section 54.234, Texas Water Code, and Article III, Section 52, Texas Constitution; and

4.02.06. Provide parks and recreation facilities for the inhabitants of the District, subject to the provisions of this Agreement and Chapters 49 and 54 of the Texas Water Code; and

4.02.07. After any of the facilities for which the District has issued Bonds have been conveyed to a Governmental Authority in accordance with the terms of this Agreement, which conveyances shall occur within the timeframes specified in this Agreement, the District shall not issue any Bonds to repair or maintain such facilities without the prior written consent of the City Council; and

4.02.08. Payment of costs associated with endangered species permits; and

4.02.09. Payment of organization and administration expenses, initial operation expenses, cost of issuance, interest during construction, capitalized interest and similar expenses typically incurred by municipal utility districts in the issuance of bonds such as the Bonds, including issuance, administrative, insurance and regulatory expenses related to issuance of any Bonds and the land, easements, works, improvements, facilities, plants, equipment, and appliances being financed by the Bonds; and

4.02.10. Refunding of any outstanding Bonds of the District for debt service savings; provided, however that any such refunding Bonds otherwise satisfy the requirements of this Agreement; and

4.02.11. Financing of impact fees and any other purpose now or hereafter authorized under the laws of the State of Texas.

4.03. **Timing of Issuances.** The Original District and Developer contemplate that the Districts may be able to issue Bonds generally as set forth in the Finance Plan dated May 1, 2026 on file with the City Attorney; however, the Parties understand that the actual timing, size and issuance of Bonds will be subject to market, economic and other variables that occur.

4.04. **Amount of Bonds**. In consideration of the City's consent to the creation of the Original District, the Parties agree that the total amount of Bonds issued by all

Districts for all purposes, excluding refunding Bonds, shall not exceed the Bond Limit Amount for any of the authorized purposes in **Section 4.02** of this Agreement, unless specifically approved in advance by the City Council. All non-City Parties acknowledge and agree that the Bond Limit Amount is sufficient to accomplish the purposes of the Districts, and that they have voluntarily agreed to the Bond Limit Amount. District improvements or facilities, if any, the cost of which exceeds the Bond Limit Amount, shall be dedicated to a District without reimbursement, unless otherwise approved in advance by the City Council. In the event of division of a District, the Bond Limit Amount shall represent the cumulative amount of Bonds that may be issued by all Districts.

4.05. **Bond Requirements**. A District shall obtain all necessary authorizations for Bonds in accordance with this Agreement, the UDC, and the laws applicable to the District. To the extent of any inconsistency or conflict with the UDC, the terms of this Agreement shall control. All Bonds issued by a District shall comply with the following requirements:

4.05.01. Maximum maturity of twenty-five (25) years from date of issuance for any one series of Bonds; and

4.05.02. Interest rate that does not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one month period immediately preceding the date that the notice of sale of such Bonds is given; and

4.05.03. The Bonds shall expressly provide that the District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10th) anniversary of the date of issuance, without premium. No variable rate Bonds shall be issued by a District; and

4.05.04. Any refunding Bonds of a District must *(i)* provide for a minimum of three percent (3%) present value savings, *(ii)* provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds, and *(iii)* be preceded by delivery of a certificate from the District's financial advisor that demonstrates that the proposed refunding shall comply with this **Section** at least three (3) business days before execution of the purchase agreement for the refunding and must deliver evidence of its compliance with the requirements of this **Section** to the City within three (3) business days after the execution of the purchase agreement for the refunding; and

4.05.05. No Bonds by any District (except for refunding Bonds) shall be issued having an issuance date more than ten (10) years after the date of the first issuance of Bonds by that District.

4.06. **Certifications and Notice**. At least thirty (30) days before submission of an application for issuance of Bonds to the TCEQ or the Attorney General, whichever occurs first, the District shall provide to the City Secretary, City Manager and City Finance Director:

4.06.01. The written certifications (collectively, the "**Certifications**") of *(i)* the District's financial advisor that the Bonds are being issued within the then-current economic feasibility guidelines established by the TCEQ for districts in Williamson County (with respect to Bonds subject to TCEQ regulation) and in conformity with this Agreement; and *(ii)* the District's attorney that the District is not in breach of this Agreement or a Related Document; (*iii*) the Developer that the Developer is not in breach of this Agreement or a Related Document; (*iv*) the District's financial advisor itemizing by issuing District all prior Bond issuance dates, amounts, refunding dates (if applicable), and maturity dates (the "**Prior Issuance Summary**").

4.06.02. A written notice (a "**Bond Issue Notice**") containing *(a)* the amount of Bonds being proposed for issuance together with the Prior Issuance Summary; *(b)* a general description (to include, at a minimum, the name of each project being reimbursed) of the projects to be funded and/or the Bonds to be refunded by such Bonds; *(c)* the proposed debt service of the District, and *(d)* the District's projected total tax rate after the issuance of the Bonds.

4.06.03. As to the Certifications and Bond Issue Notice, and any other matter required by this Article to be certified or submitted to the City in writing, the District issuing Bonds hereby represents and warrants that every statement in any certification shall be true and correct in all material respects and that the person signing the Certifications and Bond Issue Notice will have been given the requisite authority to do so on behalf of the District or the Developer, as applicable. If a District is not required to obtain TCEQ or Attorney General approval of the issuance of the Bonds, the District shall deliver the Certifications and Bond Issue Notice to the City Secretary, City Manager and City Finance Director at least sixty (60) days prior to the issuance of Bonds, except for refunding Bonds.

4.07. **Bond Objections**. The City shall have a period of sixty (60) days after receiving the last of the Certifications and Bond Issue Notices required by **Section**

4.06 within which to object to the Bonds. The only basis for an objection by the City to a proposed Bond issue shall be that the District is in material default of a provision of the Consent Resolution, this Agreement, or a Related Document. If the City objects to a proposed Bond issue ("**City Objection**"), such an objection: *(a)* shall be in writing; *(b)* shall be given to the District; *(c)* shall be signed by the City Manager or the City Manager's designee; and *(d)* shall specifically identify the provision(s) in the Consent Resolution, this Agreement, or a Related Document for which the District is in default. It shall not be a basis for a City Objection that the City disagrees with a District's financial advisor as to the financial feasibility of the Bonds so long as the proposed Bonds are approved by the TCEQ, if applicable, and the Attorney General. In the event a City Objection is timely given to the District with respect to a specific Bond application as required by this **Section 4.07**, the City and the District shall cooperate to resolve the City Objection within a reasonable time (not more than 90 days), and the sale of the Bonds to which the City Objection applies shall be delayed until the City Objection has been cured or waived. Unless otherwise cured by written agreement of the Parties, a City Objection shall only be deemed cured if *(x)* the District files a petition seeking declaratory judgment in state district court, *(y)* not less than thirty (30) days before filing the petition the District gives the City Attorney and the City Manager Notice of, and waives any objections to, the City's right to intervene in, such a declaratory judgment action, and *(z)* the district court (or an appellate court, if an appeal is filed) determines that the applicable District or Developer is not in default with respect to any provision of this Agreement or a Related Document or, alternatively, finds that if such a default had previously occurred, the default has been cured. A City Objection may only be waived by the City Council.

4.08. **Official Statements**. Within thirty (30) days after a District closes the sale of each series of Bonds, the District shall deliver to the City Manager and City Finance Director a copy of the final official statement for such series of the Bonds, and the District shall promptly provide such information at no cost to the City.

4.09. **Reporting**. Each District shall: *(a)* send a copy of each order or other action setting an ad valorem tax rate to the City Manager and City Finance Director within thirty (30) days after the District adopts the rate; *(b)* send a copy of each annual audit to the City Manager and City Finance Director; and *(c)* provide copies of any material event notices filed under applicable federal securities laws or regulations to City Manager and City Finance Director within thirty (30) days after filing such notices with the applicable federal agency.

4.10. **Reimbursement Agreements**. In addition to the limitations on Bond issuance set forth elsewhere in this Agreement, each District agrees not to issue Bonds for purposes of reimbursing Developer for any costs or expenses paid by Developer after the tenth (10th) anniversary of the date of the first issuance of Bonds by that District, which costs and expenses would otherwise be eligible to be reimbursed to Developer by the District pursuant to the rules and regulations of the TCEQ or other applicable law, unless otherwise consented to by the City Council hereafter.

ARTICLE 5.
TAXES, FEES AND CHARGES

5.01. **Tax Rate Considerations for Proposed Bonds**. Before the issuance of Bonds for water, sewer, drainage, and recreational facilities, a District must provide to the City a final TCEQ order approving the Bond issue (and the accompanying staff memorandum) that indicates concurrence by the TCEQ, made in accordance with the TCEQ's then-existing rules, that it is feasible to sell the Bonds and maintain a projected District combined tax rate (*i.e.*, the District's debt service tax rate plus the District's operation and maintenance tax rate) that is not more than $0.65 per $100 (the "**Feasibility Tax Rate**") in assessed valuation on an annual basis. Each District agrees to adopt its annual tax rate in compliance with the legal requirements applicable to municipal utility districts, to report the tax rate set by the District each year to the District's tax assessor/collector, and to perform all acts required by law for its tax rate to be effective. Each District shall maintain all debt service tax revenues in a separate account or accounts from the District's general operating funds. The Developer Parties acknowledge and agree that the Feasibility Tax Rate is sufficient to accomplish the purposes of this Agreement and that the Developer Parties have voluntarily agreed (and each District upon creation will voluntarily agree) to the Feasibility Tax Rate. Notwithstanding the foregoing or anything else in this Agreement to the contrary, however, each District and the City understand that the District's power to levy taxes to pay the principal of and interest on Bonds up to the Bond Limit Amount will be unlimited as to rate and amount if necessary to make authorized Bond payments.

5.02. **District Fees**. Each District agrees that the City shall be exempt from, and will not be assessed, any District fees.

5.03. **Further Reimbursement of City Expenses**. In addition to the fees paid pursuant to **Section 3.14**, during the term of this Agreement Developer or a District shall pay to the City any additional fees, costs and expenses in connection

with the amendment, implementation or administration of the parts of this Agreement related to the City's supervision of a District's activities under this Agreement. The costs, fees and expenses required to be paid by this **Section** shall be paid in full to the City within thirty (30) days of receipt of a statement regarding same from the City. Without limiting the City's right to seek an award of attorney's fees, this **Section** does not apply to costs, fees or expenses incurred as a result of litigation.

ARTICLE 6. LAND USE AND DEVELOPMENT

6.01. **Approval of Conceptual Land Use Plan**. The City hereby approves the Conceptual Land Use Plan attached to this Agreement as ***Exhibit P***. The City Council, in its legislative discretion, shall consider concurrent approval (*i.e.*, such approval to occur at the same City Council meeting) of an ordinance annexing the Land into the corporate boundaries of the City limits and the PUD Ordinance for the Land. The Parties agree and understand that the City Council has legislative discretion in zoning the Land; however, if the City does not adopt the PUD Ordinance in material conformance with the Conceptual Land Use Plan, Additional Land Development Standards and other applicable provisions of this Agreement within one hundred twenty (120) days after the Effective Date, Peregrine may exercise its right to effect a Peregrine Termination pursuant to **Section 3.04**. Regardless of anything to the contrary in this Agreement, the PUD Ordinance, or a Governing Regulation, *(a)* Development of the Land before Annexation is prohibited, and *(b)* no more than ten percent (10%) of the total number of dwelling units on the Land shall be age-restricted.

6.02. **Compliance with UDC Required**. After the effective date of the ordinance annexing the Land into the corporate boundaries of the City limits and the PUD Ordinance, the Land shall be Developed in compliance with the City's Code of Ordinances and the UDC, *provided however*, that when a particular UDC requirement is specifically modified by this Agreement or the PUD Ordinance, the more specific provision in this Agreement or the PUD Ordinance shall control. This section applies to all aspects of Development of the Land. In the event of a conflict between the terms of this Agreement and the PUD Ordinance or UDC, then the terms of this Agreement shall control.

6.03. **Compliance with Phasing Plan Required**. The City hereby approves the Phasing Plan attached to this Agreement as ***Exhibit K***. The Phasing Plan is conceptual only, is subject to change based on market conditions and development, and compliance with the Phasing Plan sequencing and timing is not

a contractual obligation of Developer except as otherwise expressly provided herein. Nothing in this Agreement or the Phasing Plan shall obligate Developer to commence or Complete construction of any Phase by any specific date. Notwithstanding the foregoing, at all times during and after Development of the Land, Developer must provide emergency vehicle access to the final platted portions of the Land from two (2) points of entry via Completed public roadways, or, via the Emergency Vehicle Access Roads described in **Sections 8.08** and **8.09**. The City will not accept final plat applications for the Land or any portion of the Land for which there are not two (2) approved points of entry.

6.04. **Floodplain Determinations**. The Parties agree that the Atlas 14 Floodplain Mapping Study adopted by the Commissioner's Court of Williamson County on March 24, 2026 and available online as of the Effective Date at https://www.wilcotx.gov/Atlas-14, rather than any FEMA Map, will be used to determine floodplain locations on the Land for all purposes other than for the purposes of determining the location of Stream Buffer Areas. Notwithstanding the forgoing, the Parties acknowledge that this provision does not prohibit Developer from reclaiming floodplain areas within the Land through a Letter of Map Revision and other applicable procedures and rules.

6.05. **Stream Buffer Areas**. The Parties agree that for purposes of determination the location of Stream Buffer Areas pursuant to Section 13.06.030 of the UDC, floodplain delineations will be made using the smaller (as of the Effective Date) of the FEMA floodplain, the floodplain as determined by the NOAA Atlas 14 Mapping Study adopted by the Commissioner's Court of Williamson County on March 24, 2026 and available online as of the Effective Date at https://www.wilcotx.gov/Atlas-14, or the calculated floodplain shown in the Geologic Assessment. Provisions relating to the location of the 42" MasterPlan Wastewater Line Segment relative to Stream Buffer Areas are set forth in **Section 9.05.02.**

6.06. **Public Safety Site Conveyance**. Prior to and as a condition of the City's approval of the first final plat for any portion of the Land, Developer agrees to grant and convey, or cause to be granted and conveyed, to the City via deed in Approved Form and at no cost to the City the approximately seven (7) acre portion of the Land identified on the Conceptual Land Use Plan as the "Public Safety Site" having frontage along the Yearwood Minor Arterial Road. The Public Safety Site may not be used for an expansion of the Northlands Wastewater Treatment Plant and may only be used for a public safety facility unless otherwise approved by the Developer. Conveyance shall be in accordance with **Article 11**.

6.07. **District Areas/Improvements**.

6.07.01. **HOA Required**. Prior to the first closing of a sale of a Lot on the Land, but in no event later than the date that the City receives the first application for a building permit for Vertical Development on the Land, Developer will record or cause to be recorded a Master Covenant covering the Land that establishes the obligation of the HOA to implement and enforce the Master Covenant, and, at the Original District's sole option, to maintain a legal right to access and maintain, the District Areas/Improvements located or to be located on the Land. Developer shall provide a copy of the recorded Master Covenant to the City. The Master Covenant shall contain provisions obligating the HOA to enforce the Master Covenant, and, if applicable, to maintain the District Areas/Improvements pursuant to agreement regarding the same with a District and with a Maintenance Agreement with the City, and shall expressly state that such provisions cannot be amended or removed from the Master Covenant.

6.07.02. **Developer Responsibilities to HOA**. Until the later of *(i)* the date on which the assessments to be collected from End Buyers produce sufficient funds to perform the obligations of the HOA under a Maintenance Agreement, and *(ii)* the date on which Developer Completes or causes Completion of those of the District Areas/Improvements conveyed to the HOA for ownership and/or maintenance, Developer will be responsible for performing the HOA's obligation under such Maintenance Agreement. For purposes hereof, the HOA will be deemed to have sufficient funds to perform its obligations if the HOA has operated for two (2) consecutive years after Completion of all District Areas/Improvements without requiring any subsidies from Developer.

6.07.03. **Maintenance Agreements Required**. As to Maintenance Agreements with the HOA or a District, unless an earlier time is specified in this Agreement, before Developer transfers control of the board of the HOA to the End Buyers within the Land or transfers ownership of (or pays a final pay application for) a District Area/Improvement to a District or the HOA, Developer will cause the HOA or a District, as applicable, to enter into a Maintenance Agreement for all District Areas/Improvements for which Developer has determined, in its sole discretion, that the HOA or the District, as applicable, is to be solely or jointly responsible for the ownership, operation, and maintenance of same, in substantially the form attached hereto as ***Exhibit J***. Developer must provide copies of the fully executed Maintenance Agreements to the City. Before a District Area/Improvement is transferred to a

District or the HOA and a Maintenance Agreement pertaining to same is executed, Developer shall be responsible for owning, operating, maintaining, and repairing the District Area/Improvement.

6.07.04. **Required Conveyances to the HOA or a District**. On Completion of each District Area/Improvement that is to be owned by the HOA, Developer shall transfer or convey to the HOA said District Area/Improvement for perpetual ownership (or right of entry thereto), operation, and maintenance. On Completion of each District Area/Improvement that is to be owned by a District, Developer shall transfer or convey to the District said District Area/Improvement for perpetual ownership, operation, and maintenance. The City shall have no responsibility for the District Areas/Improvements, it being the intent of this Agreement that all District Areas/Improvements ultimately be owned and maintained in perpetuity by either the HOA or a District.

6.07.05. **Developer Responsibilities to District**. Until the later of *(i)* the date on which the assessments to be collected from property taxes or fees produce sufficient funds to perform the obligations of a District under a Maintenance Agreement, and *(ii)* the date on which Developer Completes or causes Completion of construction of the District Areas/Improvements serving or located within the Land, Developer will be responsible for advancing funds to the District for the District to perform its obligations under such Maintenance Agreement. For purposes of this **Section**, a District will be deemed to have sufficient funds to perform its obligations if the District has operated for two (2) consecutive years after Completion of all District Areas/Improvements within the District without requiring any subsidies from Developer.

6.08. **Master Covenant**.

6.08.01. Developer agrees to record, or cause to be recorded, in the Official Public Records of Williamson County, Texas, a Master Covenant prior to the first sale of a Lot, and the Master Covenant must include, at a minimum, the provisions set forth below:

(a) a requirement for the creation and perpetual existence of the HOA; and

(b) a requirement that the HOA own or have the perpetual legal right to access those District Areas/Improvements to be maintained by the HOA, and a requirement that a District own or have the perpetual legal right to access those District Areas/Improvements to be owned and maintained by the District; and

(c) a requirement that the HOA a maintain, in perpetuity, all District Areas/Improvements that are not maintained, in perpetuity, by a District, in good working order and repair; and

(d) a requirement prohibiting installation and use of Water Softeners by Developer, any End User, or any other person or entity on the Land; and

(e) a requirement prohibiting use of potable water to fill or re-fill Ornamental Water Features; and

(f) a provision requiring compliance with the Additional Land Development Standards; and

(g) a provision stating that, as to privately-owned fire hydrants (those located outside a utility easement dedicated to the City or serving a non-single-family-residential Lot) must be owned, operated, and maintained by the owner of the Lot on which the hydrant is located, in accordance with the most recent national or international Fire Code adopted by the City, including local amendments to such code; and

(h) a commitment by the HOA to assess and collect such dues, fees, and funds needed to perform the obligations of the HOA under this Agreement and the Related Documents; and

(i) the funding obligations, if any, of Developer with regard to ownership and maintenance of the District Areas/Improvements and enforcement of the Master Covenant; and

(j) a provision stating that the foregoing required provisions of the Master Covenant cannot be amended, revised, removed or otherwise altered or made inapplicable to the Lots on the Land without the prior written consent of the City Council.

6.08.02. The term "Master Covenant" will be deemed to also include ancillary recorded documents such as Notices of Applicability, Development Area Declarations, Design Guidelines, and similar documents.

6.08.03. Developer shall provide a copy of the recorded Master Covenant to the City on recordation, and shall have a continuing duty to do so with any amendments.

6.09. **Hydrants**. The City will own and maintain fire hydrants serving single-family Lots that are located inside of an easement conveyed to the City. The City will not own or maintain fire hydrants serving non-single-family Lots, or those located outside of an easement conveyed to the City. All fire hydrants serving non-single-family Lots or located outside of an easement conveyed to the City must be owned and maintained by the Lot owner (or easement grantee, as appropriate) in accordance with the City's maintenance recommendations. The City may require conveyance of easements to a privately owned fire hydrant if the City determines, in its sole discretion, that access to the privately-owned fire hydrant is needed for fire-fighting purposes.

6.10. **Drainage Facilities**.

6.10.01. **General**. All Drainage Facilities must be designed and constructed to meet all requirements of the Governing Regulations. The Drainage Facilities must be conveyed to a District for ownership, operation, and maintenance**.** A District, may, at its sole option elect to contract with the HOA for shared operating and maintenance of the Drainage Facilities. Developer agrees to record, or cause to be recorded, in the Official Public Records of Williamson County, Texas, prior to and as a condition of the City's issuance of the first building permit (or its commercial use equivalent) on the Land, a Master Covenant and a Maintenance Agreement requiring either a District or the HOA to own and maintain the Drainage Facilities in perpetuity.

6.10.02. **Conveyances of Drainage Facilities**. Within ninety (90) Days of Completion of any Drainage Facilities on or serving more than one (1) Lot on the Land, Developer will convey such Drainage Facilities to a District for ownership, operation and maintenance .Any Drainage Facilities that serve only one (1) Lot will be transferred to and perpetually thereafter owned, operated, and maintained, by the owner of such Lot. Developer and each District shall not dedicate or convey to the City, or cause, suffer, or allow to be dedicated or conveyed, nor will the City accept, Drainage Facilities to the City for any purpose.

6.10.03. **Developer's Right to Reimbursement**. The conveyances of the Drainage Facilities to a District or shall be subject to Developer's right to reimbursement from a District for the cost of such Drainage Facilities in accordance with TCEQ rules. If the HOA is to maintain the Drainage Facilities, a District must grant a license or perpetual easement to the HOA requiring perpetual maintenance by the HOA of the Drainage Facilities when such

conveyance is allowable under Texas law and will not invalidate the "tax-exempt" nature of the Bonds issued to finance such Drainage Facilities. If granting of such a license or perpetual easement to the HOA is not allowable under Texas law or will invalidate the "tax exempt" nature of the Bonds issued to finance the Drainage Facilities, the District shall maintain the Drainage Facilities in perpetuity.

6.10.04. **No City Responsibility**. The City shall have no responsibility for owning or maintaining any Drainage Facilities or similar such facilities on or serving the Land.

6.11. **Shared Driveways**.

(a) **Definition**. The term "**Shared Driveway**" means a paved area separated from a public road used to provide vehicular access to multiple individual driveways via a communal driveway.

(b) **Maintenance and Repair**. All Shared Driveways are deemed to be private facilities. As such, responsibility for maintenance and repair of all Shared Driveways will be with the Lot owner(s), the HOA, or a District. The City shall have no responsibility for maintaining any Shared Driveways on the Land.

6.12. **Special Procedures for Tree Mitigation Plan**.

6.12.01. **Tree Mitigation Plan Required**. Developer shall submit a Tree Mitigation Plan prepared in accordance with UDC Sec. 10.03 (Review & Approval Process). However, under the terms and conditions set forth in **Section 6.12**, in lieu of confining its review of tree mitigation requirements to each individual plat application, the City agrees that, under the circumstances described in **Section 6.12**, the City will broaden its review to look back to the final plat approved immediately before the date of the pending final plat application and, under the circumstances and subject to the limitations described in **Section 6.12**, allow on-site credits to be carried forward from the final plat approved immediately before the pending final plat application to the (one) pending final plat application.

6.12.02. **Applicability**. First, **Section 6.12** will only apply when a Tree Mitigation Plan (in Approved Form) associated with a pending final plat application shows that tree mitigation is required. If no tree mitigation is required for a pending final plat application, then UDC Chapter 8.05 applies,

not this Section. Second, this Section will only apply when the final plat approved immediately before the pending plat application shows a positive balance for tree mitigation credits, and an on-site inspection by the City confirms that the tree preservation/mitigation requirements for the immediately preceding approved final plat are compliant with the associated Tree Mitigation Plan and UDC Chapter 8.05 at the time of review of the pending final plat application. Third, if an approved final plat shows a positive balance for tree mitigation credits, but the final plat application filed immediately after said final plat does not use all those credits, the Parties agree that the credits are lost and they are not to be carried over to any other subsequent Tree Mitigation Plan on the Land. It is the intent of the Parties and **Section 6.12** that the "look back" period for tree mitigation credits is only to the one (1) final plat approved immediately before the date of a pending application , and the "carry forward" period is only to the very next final plat application. For clarity, as used in **Section 6.12**, the words "immediately after" mean "the very next one after," and the words "immediately before" mean "the very next one before," both in reference to time, regardless of location on the Land.

6.12.03. **Variance Conditions**. As to the very next final plat application filed after the City's approval of a final plat having a Tree Mitigation Plan showing a positive tree mitigation credit balance (the "pending application"), if: (*a*) Developer is compliant with the City-approved Tree Mitigation Plans and UDC Chapter 10.03 for the Land, as verified by an on-site inspection by the City; and (*b*) the City-approved Tree Mitigation Plan for the pending plat application shows that tree mitigation is required, then the City will apply the unused tree mitigation credits from the final plat approved immediately before the date of the pending plat application to the pending application. As to any plat application to which carry-over tree mitigation credits are applied, the tree mitigation credit balance for that application will be deemed to be zero. Additional tree mitigation credits, if any, will have to be earned in the Tree Mitigation Plan for a final plat approved after the date the City approved a Tree Mitigation Plan using carry-over tree mitigation credits.

6.12.04. **Documentation Required**. To demonstrate eligibility for the variance granted under **Section 6.12**, Developer must submit the Tree Mitigation Plan (in its Approved Form) associated with the final plat approved immediately before the current plat application showing a positive tree credit balance, together with a proposed Tree Mitigation Plan for the pending plat application showing that tree mitigation is due. In lieu of submitting the form

required by the City's Development Manual, the Tree Mitigation Credit Calculation Form attached to this Agreement as ***Exhibit Q*** must be submitted with each final plat application for which Developer seeks the Tree Mitigation Plan variance.

6.13. **Inspections and Trip Fees**. As the entity issuing permits and performing inspections relating to Development of the Land, the City will inspect the improvement or area and will issue the relevant final inspection certificate when all such inspections are satisfactorily completed. The Parties agree that in addition to other fees assessed by the City, a fee of $50 per trip will be assessed for each trip the City or its authorized agent conducts, and the trip fee will be collected from the contractor/homebuilder as a condition of satisfactory completion of the inspection. Effective when the City adopts a fee schedule with trip fees applicable to the Land (or areas similarly situated as the Land) that are higher than the per trip fee amount stated above, said higher trip fees will apply. The City will retain copies of all inspection reports in accordance with its record-keeping policies, and provide them to a District on request.

6.14. **Underground Electric**. With respect to only the initial, temporary installation of the 3 Phase power supply loop (generally along and adjacent to the Yearwood Minor Arterial Road from Ronald Reagan Blvd. to the Rock Bluff Ranch property boundary), UDC Section 15.06 Electric and Communication Standards requiring all electric distribution lines to be installed underground shall not be applicable. Developer is authorized to install temporary overhead electric as need to completed the 3 Phase loop. The 3 Phase temporary overhead distribution lines must then be removed and re-installed underground following the sequence of the construction of the Yearwood Minor Arterial Road. All other electric distribution lines must be installed underground.

6.15. **Detention Exemption – Berry Creek Watershed**. Berry Creek and its tributaries within the Land's drainage basin have been identified by the County as detention-exempt under the regional drainage program. Consistent with this determination, the Land shall not be required to provide regional stormwater detention for flows discharged to Berry Creek, provided that the following conditions are satisfied:

(a) Stormwater runoff from the Land is conveyed to Berry Creek through a system designed in conformance with the City of Georgetown Drainage Criteria Manual and FEMA regulations;

(b) Local conveyance infrastructure (inlets, storm sewers, channels, and culverts) is sized to pass the design storm under ultimate development conditions per UDC Ch. 13.04; and

(c) Releases of Stormwater from the Land to Berry Creek cannot increase or adversely affect natural flows on adjacent tracts.

ARTICLE 7. PARKLAND, OPEN SPACE, AMENITY CENTERS

7.01. **Approval of Conceptual Parks and Open Space Plan**. The City hereby approves the Conceptual Parks and Open Space Plan attached to this Agreement as ***Exhibit G***. The City agrees that the dedications and/or conveyances to the City of 12.8 acres of land out of the Primary Park, and 11.4 acres of Community Parks collectively meet the parkland dedication requirements of the UDC.

7.02. **Availability to the Public**. The Primary Park, the Regional Trail, the Community Parks, and the Parkland Improvements shall be open to the general public. The Private Parks and the Amenity Centers may be private.

7.03. **Primary Park, Regional Trail, and Connecting Trails**.

7.03.01. **Primary Park**.

(a) The Primary Park shall be at least 140 acres in size. A total of 12.55 acres out of the 140 acres of Primary Park shall be (or caused to be) conveyed to the City by Developer via deed in Approved Form, out of which only 10.1 acres are permitted to be located within a floodplain. The remaining 129.9 acres, all of which may be located within a floodplain, must be conveyed by Developer to a District or to the Williamson County Conservation Foundation. These conveyances are conditions of the City's approval of the first final plat for any portion of the Land. The Conveyance Documentation must demonstrate the floodplain locations so that it is clear that no more than 10.1 acres of land to be dedicated and conveyed to the City is within a floodplain. Conveyances shall be in accordance with **Article 11**. A District or HOA, as applicable, shall maintain the Primary Park (excluding the Regional Trail) in perpetuity pursuant to a Maintenance Agreement. The City shall not be responsible for maintenance of the Primary Park lands conveyed to the City.

(b) In lieu of a District, all or any portion of the Primary Park lands not conveyed to the City may be conveyed by Developer to the Williamson County Conservation Foundation.

7.03.02. **Regional Trail**. Developer will dedicate and convey (or cause dedication and conveyance of) the Regional Trail Easement to the City in Approved Form and Complete (or cause Completion of) the Regional Trail before and as a condition of the City's approval of a final plat for any portion of the Land in Phase 2. The Regional Trail must meet the specifications set forth in the City's Parkland Development Guidelines and the specifications attached as ***Exhibit L***. The Regional Trail must be ADA compliant (as modified by FSORAG). The Regional Trail must be accessible via the Connecting Trails. Developer shall dedicate and convey (or cause dedication and conveyance of) the Regional Trail Easement and the Regional Trail to the City for the City's ownership, operation and maintenance. Conveyances shall be in accordance with **Article 11**.

7.03.03. **Connecting Trails and Connecting Trails Easements**. Developer will Complete (or cause Completion of) the Connecting Trails concurrently with Completion of the Regional Trail. The Connecting Trails must meet the specifications set forth in ***Exhibit L*** and be ADA compliant (as modified by FSORAG). On Completion, Developer shall convey the Connecting Trails Easements and the Connecting Trails to a District or the HOA for ownership and maintenance, as applicable, in perpetuity pursuant to a Maintenance Agreement. The City will have no responsibility or liability for the Connecting Trails.

7.04. **Community Parks**. Developer will convey (or cause to be conveyed) the Community Parks to the City via deed in Approved Form when and as required by the UDC. Conveyances shall be in accordance with **Article 11**. The City shall own, operate, and maintain the Community Parks and any Parkland Improvements installed thereon.

7.05. **Internal Trails, Private Parks, Open Space**.

7.05.01. **Internal Trails**. Developer will Complete (or cause Completion of) the Internal Trails concurrently with their adjacent roadways. The Internal Trail network must provide access to the Connecting Trails from the neighborhoods near or adjacent to the Connecting Trails. The Internal Trails must meet the specifications set forth in the City's Parkland Development Guidelines and be ADA compliant (as modified by FSORAG). On Completion,

Developer shall convey the Internal Trails to a District or the HOA, as applicable, for ownership and maintenance in perpetuity pursuant to a Maintenance Agreement. The City will have no responsibility or liability for the Internal Trails.

7.05.02. **Private Parks, Open Space**. Developer will convey the Private Parks and Open Space to a District or HOA for ownership and maintenance in perpetuity pursuant to a Maintenance Agreement as a condition of the City's approval of a final plat containing a Private Park or any Open Space. The City will have no responsibility or liability for the Private Parks or Open Space.

7.06. **Parkland Improvements/Park Development Fees**. Parkland Improvements approved by the City's Director of Parks and Recreation must be Completed in the Primary Park and/or the Community Parks. Developer shall Complete, or cause to be Completed, the Parkland Improvements identified on Approved Plans in the Primary Park and/or the Community Parks of the type and in the number listed in UDC Sec. 13.08.030.B.3.b, Table 13.08.030.C.3.b, and Sec. 13.08.030.B.3.c., having a construction value not less than the amount equivalent to the Park Development Fee multiplied by the number of Lots (for single-family Development) and/or dwelling units (for multi-family Development) shown on a final plat for the Land, before and as a condition of the City's approval of a final plat containing all or part of the Primary Park or a Community Park (as applicable). The Approved Plans must include a detailed description of the Parkland Improvements and a construction cost estimate for the Parkland Improvements prepared and sealed by Developer's engineer. As an example only, for illustrative purposes using the fee in effect as of the Effective Date, if a final plat contains 100 dwelling units, Developer must demonstrate that it has Completed $120,000 of Parkland Improvements (*i.e.*, 100 * $1,200) in accordance with Approved Plans for same as a condition of the City's approval of that final plat. Before the City's approval of the last final plat containing a residential Lot on the Land, if Developer has not Completed, or caused to be Completed, Parkland Improvements having the construction value equivalent to the amount of the Park Development Fee multiplied by the total number of Lots on the Land, Developer shall pay the City the difference as a condition of the City's approval of the last final plat containing a residential Lot for the Land. No costs associated with the Regional Trail may be counted or credited towards the Park Development Fee.

7.07. **Amenity Centers**. Developer shall include, or cause to be included, the West (Phases 1-5) Amenity Center in the first preliminary plat for Phase 1 and the East (Phase 6) Amenity Center in the first preliminary plat for Phase 6. Developer

shall Complete, or cause Completion to occur, of the West (Phases 1-5) Amenity Center Improvements before and as a condition of the City's issuance of the 200th building permit within Phases 1 through 5. The West (Phases 1-5) Amenity Center Improvements must include the following: a club house, a swimming pool, site furnishings, parking lot(s), lighting, landscaping, land set aside for future sport court improvements, and similar improvements to be constructed by Developer at no cost to the City. Developer shall Complete, or cause Completion to occur, of the East (Phase 6) Amenity Center Improvements before and as a condition of the City's issuance of the 200th building permit within Phase 6. The East (Phase 6) Amenity Center Improvements must include the following: a covered pavilion with picnic tables and chairs, playscape(s), park benches, landscaping, and similar improvements to be constructed by Developer at no cost to the City. Completion of both Amenity Centers and their related improvements (with final certificates of occupancy for each), is a condition of the City's approval of a final plat outside of Phase 1 or Phase 6. Each Amenity Center must have access to a Neighborhood Collector or a Residential Collector level street, as shown in ***Exhibit H***.

ARTICLE 8. TRANSPORTATION

8.01. **Approval of Conceptual Transportation Plan**. The City hereby approves the Conceptual Transportation Plan attached to this Agreement as ***Exhibit H***.

8.02. **Compliance with UDC Required**. Developer shall comply, or cause compliance to occur, with the provisions of the UDC pertaining to the Transportation Improvements as set forth in the UDC, *provided however,* that when a UDC requirement is specifically modified by this Agreement or the PUD Ordinance, the more specific provision in this Agreement or the PUD Ordinance shall control.

8.03. **Requirement to Complete Transportation Improvements**. Developer shall design and Complete, or cause to be designed and Completed, the Transportation Improvements in accordance with the Governing Regulations. After Completion and acceptance by the City of the Transportation Improvements, the City shall own, operate, and maintain the Transportation Improvements.

8.04. **Traffic Impact Analysis Waiver**. In consideration of Developer's Completion of the Transportation Improvements when and as required by this Agreement and the PUD Ordinance, the City agrees that Developer is not required to submit a Traffic Impact Analysis to the City, provided however, that any deviations from the Conceptual Land Use Plan that the City reasonably

determines may materially and adversely affect traffic conditions or increase density by 1,000 or more trips per day, the City may request, and Developer shall prepare and submit to the City, a Traffic Impact Analysis that complies with the UDC, and Developer shall design and construct, or cause the design and construction of, the improvements identified in the Traffic Impact Analysis.

8.05. **City Contribution of ROW for Yearwood Minor Arterial Road.** The City agrees that, by final plat, it will dedicate as ROW those portions of the City's Northlands WWTP Site marked as "ROW Area A 0.348 Acres" and "ROW Area B 0.750 Acres" on the Yearwood Arterial ROW Exhibit attached to this Agreement as ***Exhibit O*** to facilitate construction by Developer of the Yearwood Minor Arterial Road. Nothing in this Agreement, however, requires the City to dedicate the referenced ROW before the time that it would otherwise do so for the City's development of the City's Northlands WWTP Site. If Developer notifies in writing the City that it requires dedication of the referenced ROW before the time that a final plat for the City's Northlands WWTP Site is recorded in the Official Public Records of Williamson County, Texas, Developer agrees that it will (at no cost to the City) prepare the required preliminary and final plat applications or right-of-way deed and submit same for the City's review and approval, and after City approval of the ROW deed or final plat application, record (at no cost to the City) the ROW deed or a final plat for the City's Northlands WWTP Site that includes dedication as ROW those portions of the City's Northlands WWTP Site marked as "ROW Area A 0.348 Acres" and "ROW Area B 0.750 Acres" on the attached ***Exhibit O***.

8.06. **Reimbursement of Interlocal Agreement Costs**. Developer agrees to reimburse the City for the Interlocal Agreement Costs, and the City hereby agrees that such reimbursement payment may be made in the manner described in this **Section**. The Parties agree that reimbursement to the City of the Interlocal Agreement Costs shall be made out of the net proceeds from the first Bond issuance by the first District that issues Bonds. To that end, Developer hereby assigns to the City the amount of the Interlocal Agreement Costs out of the net bond reimbursements which otherwise would be payable to Developer when the first District issues its first Bonds. Each District acknowledges that this **Section** constitutes notice to the District of such assignment. As of the Effective Date, the estimated amount of the Interlocal Agreement Costs is **$756,000** but the Parties each understand and agree that the actual Interlocal Agreement Costs may be more or less than the estimated amount. The City agrees to provide written notice to Developer and each District of the actual amount of the Interlocal Agreement Costs as soon as practicable per the terms of the Interlocal Agreement.

8.07. **Schedule for Completion of Yearwood Minor Arterial Road**. Completion of the Yearwood Minor Arterial Road is permitted to occur over time, in segments, as follows (references are to the Phasing Plan, which must be executed in numerical order):

8.07.01. Developer shall *(a)* Complete the Yearwood Minor Arterial Road to the northeast corner of the City's Northlands WWTP Site; and *(b)* dedicate ROW for entire width and length of Yearwood Minor Arterial Road, before and as a condition of the approval of the first final plat in Phase 1.

8.07.02. Developer shall Complete the Yearwood Minor Arterial Road to the westernmost boundary of Phase 2 before and as a condition of the City's approval of the first final plat in Phase 2.

8.07.03. Developer shall Complete the Yearwood Minor Arterial Road to the westernmost boundary of Phase 3 before and as a condition of the of the first final plat in Phase 3.

8.07.04. Developer shall Complete the Yearwood Minor Arterial Road to the westernmost boundary of the Land before and as a condition of the City's approval of the first final plat in Phase 4.

8.07.05. Developer shall Complete the Yearwood Minor Arterial Road to the westernmost boundary of the Land before and as a condition of the City's issuance of the first final plat in Phase 5.

8.08. **Special Requirements for Emergency Vehicle Access**. A minimum of two (2) emergency vehicle access points are required at all times during Development and after full build-out of the Land.

8.08.01. **Phase 1 and Phase 6 Emergency Vehicle Access**. Developer intends to Develop Phase 1 (west of Berry Creek) and Phase 6 (east of Berry Creek) simultaneously; therefore, the following provisions apply:

(a) **Phase 1**. Developer shall Complete (or cause Completion of) the improvements needed to provide emergency vehicle access from outside the boundaries of the Land to Phase 1 via (1) Completion of the segment of Yearwood Minor Arterial Road fronting Phase 1; and (2) Completion of an Emergency Vehicle Access Road from Ronald Reagan Jr. Blvd. through the City's water tower site to a point within Phase 1, before and as a condition of the City's approval of the first final plat for any portion of the Land

within Phase 1. As a temporary alternative to the referenced Emergency Vehicle Access Road, emergency vehicle access to the area within Phase 1 may be via the City's Northlands WWTP Site, *but only under the following conditions*: (*x*) the City's Northlands WWTP is complete and the plant is operating; (*y*) the City has granted written consent in a form approved by the City Attorney for temporary use of a specifically identified portion of the City's Northlands WWTP Site for emergency vehicle access purposes; and (*z*) only for so long as there are fewer than thirty (30) habitable structures located in Phase 1 after which time the Emergency Vehicle Access Road must be Complete in order for additional Vertical Development within Phase 1 to continue.

(b) **Phase 6**. Developer shall Complete (or cause Completion of) Emergency Vehicle Access Roads to provide emergency vehicle access from outside the boundaries of the Land to Phase 6 via *(1)* Ronald W. Reagan Blvd.; and *(2)* Rattlesnake Road, before and as a condition of the City's approval of the first final plat for any portion of the Land within Phase 6.

8.08.02. **Phase 2 through Phase 5 Emergency Vehicle Access**. Developer shall Complete (or cause Completion of) Emergency Vehicle Access Roads to provide emergency vehicle access to Phase 2 through Phase 5 via *(1)* two Emergency Vehicle Access Roads providing access from outside the boundaries of the Land to Phase 2 and to Phase 5 as shown on the Conceptual Transportation Plan, and *(2)* the segments of Yearwood Minor Arterial Road fronting Phases 2 through Phase 5, respectively, before and as a condition of the City's approval of the first final plat for any portion of the Land within the relevant Development Phase.

8.09. **Emergency Vehicle Access Road Requirements**. Before and as a condition of the City's approval of the first final plat for the portion of the Land within a Phase, Developer shall grant and convey (or cause grant and conveyance of) all Emergency Vehicle Access Easements to the City for all Emergency Vehicle Access Roads required by **Section 8.08** for the relevant Phase, in Approved Form, following the conveyance procedures set forth in **Article 11**. Developer must also Complete (or cause Completion to occur) the applicable "**Emergency Vehicle Access Road**" so as to be at least twenty feet (20') wide, be improved with an all-weather surface, and be designed and constructed to support vehicles that are at least 75,000 pounds.

8.10. **Streets**.

8.10.01. **Street Sections**. Developer shall design and Complete, or cause to be designed and Completed, at no cost to the City, all street sections within the Land according to the Governing Regulations, except for "Local Streets" (as described on Table 14.03.030-1 of the UDC under the column titled "Local Streets"), which may be designed and constructed in accordance with the general specifications shown on ***Exhibit S***. For clarity, this means that all streets other than "Local Streets" must be designed and constructed in accordance with the requirements of the UDC.

8.10.02. **Traffic Calming Locations and Standards**. Developer shall Complete, or cause to be Completed, traffic calming improvements approved by the City and consistent with Appendix D of the City's Neighborhood Traffic Management Program (adopted by City Council Resolution No. 042826-5.C, Appendix D) at the locations shown on ***Exhibit H*** in accordance with the Approved Plans for the affected roadway. (referenced in UDC Section 1.15) .

8.10.03. **Variances for Street Spacing & Connectivity**. Due to natural topography and existing platting constraints, and subject to the proviso below: (*a*) UDC Sec. 14.050.020 regarding street spacing, block lengths, and cul-de-sacs, and connectivity ratios requirements is not applicable so long as the Transportation Improvements are materially consistent with ***Exhibit H*** and ***Exhibit I***; and (*b*) UDC Sec. 14.03.030 regarding the classification of streets is not applicable so long as the Transportation Improvements are materially consistent with ***Exhibit H*** and ***Exhibit I***, ***provided however that***, if the projected average daily trips (ADT) for a planned Local Street within the Land exceeds 1,000 ADT, the street shall be reclassified to either a Residential Collector or a Neighborhood Collector (depending on the projected ADT range), and Developer shall Complete said street as a Collector-level street. The ADT standards to be used for street classification are set forth in UDC Table 14.03.030-1.

8.11. **Transportation Impact Fees**.

8.11.01. **General**. Peregrine and Developer agree on behalf of themselves and their respective successors and assigns, that on annexation of the Land, the City is authorized to add the Land to a Transportation Impact Fee Service Area and to assess and collect Transportation Impact Fees. The City agrees that TIF Offsets are available for the Eligible Transportation Improvements under the terms and conditions of this Agreement and the City Code of Ordinances Chapter 12.46.

8.11.02. **TIF Offset Documentation**. Within one hundred twenty (120) calendar days after Developer's Completion of the Eligible Transportation Improvements when and as required by the Governing Regulations, Developer shall submit the TIF Offset Documentation to the City. The City shall use its best efforts to review the TIF Offset Documentation and notify Developer of any discrepancies or additional information reasonably required within thirty (30) days after Developer's delivery of the TIF Offset Documentation, and Developer agrees to resolve and/or address any discrepancies and/or deliveries of additional information to the City's satisfaction within thirty (30) days of receipt of the City's request. The City and Developer agree to ensure the sufficiency and accuracy of the TIF Offset Documentation so that the TIF Offset can be calculated correctly. The City's failure to respond to Developer within the timeframes does not constitute the City's approval of the TIF Offset Documentation.

8.11.03. **TIF Offset Amount Calculation Methodology**.

(a) Total TIF Offset Amount: The total TIF Offset amount shall be the lesser of the following two amounts:

(1) the amount that is equal to the number of TIF Service Units shown on the final plat(s) for the Land multiplied by the fee per TIF Service Unit shown on the then-current City Code of Ordinances, Ch. 12.46, Schedule 12.46.071(B) or Schedule 12.46.071(C) as of the "Assessment Date" (as the term "Assessment Date" is defined in City Code of Ordinances Chapter 12.46); or

(2) the actual costs to Developer of Completing the Eligible Transportation Improvements supported, to the City's reasonable satisfaction, by the TIF Offset Documentation.

(b) Per TIF Service Unit Amount: The Per TIF Service Unit Offset Amount shall be the Total TIF Offset Amount calculated per **Section 8.11.03(a)**, above, divided by the number of TIF Service Units for the final plat(s) of the Land.

8.11.04. **TIF Offset Creation**. TIF Offsets for construction of Eligible Transportation Improvements shall be deemed created when the Eligible Transportation Improvements are Completed and the City has accepted them for ownership, operation, and maintenance, and the City has approved the TIF Offset Documentation in writing.

8.11.05. **Geographical Limits**. The TIF Offsets shall be associated solely with the final plats for the Land. No TIF Offsets can be applied or used outside the boundaries of the Land.

8.11.06. **When TIF Offset Applied**. A TIF Offset associated with a final recorded plat shall be applied at the time of application for the first building permit for a structure on the Land then successively to each building permit application thereafter, reducing the Per TIF Service Unit Amounts due until the Total TIF Offset Amount is exhausted.

8.11.07. **Expiration of TIF Offsets; Surviving Obligation to Provide TIF Offsets for Completed Eligible Transportation Improvements**. TIF Offsets shall expire f ten (10) years from the date the offset was created. If the City elects to terminate this Agreement because of a failure or default by Developer that remains uncured after expiration of any applicable notice and cure periods in accordance with this Agreement, or if this Agreement expires of its own terms, the City's obligation to provide TIF Offsets will be limited to TIF Offsets associated with an Eligible Transportation Improvement that was Completed before termination or expiration of this Agreement, which obligation shall survive termination or expiration of this Agreement. For clarity, this means that the City's obligation to provide TIF Offsets for Eligible Transportation Improvements that are not Complete before termination or expiration of this Agreement will not survive termination or expiration of this Agreement.

ARTICLE 9. WASTEWATER SERVICE

9.01. **Provision of Wastewater Services**. Subject to Developers' timely Completion of the Wastewater Improvements, timely payment of Wastewater Impact Fees, and other the terms and conditions of this Agreement, the City shall provide Wastewater Service to the Land in a quantity up to 1,900 SUEs as necessary to serve demands within the Land as Development progresses. All Wastewater Improvements shall be designed and constructed in accordance with the Governing Regulations. Upon the request(s) of the City, the Developer shall provide an estimate of projected home sales for the ensuing three (3) years to assist the City in its planning. The City will issue "will-serve" letters from time to time as requested to evidence its commitment to provide retail Wastewater Service to the Land in accordance with this Agreement and other applicable law. After annexation of the Land into the corporate limits of the City, the City shall provide retail Wastewater Service to customers on the Land on the same terms and conditions applicable to the City's other retail wastewater customers located

inside the City limits, including but not limited to payment of Wastewater Impact Fees and wastewater rates.

9.02. **Coordination of Wastewater Service with Development of Rock Bluff Ranch**. Rock Bluff Ranch is located immediately north of and adjacent to the Land. FCL is also the developer of Rock Bluff Ranch. FCL intends to Develop Rock Bluff Ranch simultaneously with the Land (pursuant to separate agreements with the City). Because of the proximity of the Land to Rock Bluff Ranch, and the overlapping Development schedules, the Land and Rock Bluff Ranch will be served by some of the same Major Wastewater Improvements. Therefore, Developer and the City have each evaluated the Wastewater Service requirements for Development of the Land under the PUD Ordinance simultaneously with the predicted Wastewater Service requirements for Rock Bluff Ranch. The Conceptual Wastewater Plan describes the improvements required to be Completed by Developer for the City to provide Wastewater Service to the Land, and some (but not all) of the improvements needed to be Completed by Developer for the City to provide Wastewater Service to both the Land and Rock Bluff Ranch.

9.03. **Approval of Conceptual Wastewater Plan**. The City hereby approves the Conceptual Wastewater Plan attached to this Agreement as ***Exhibit E***.

9.04. **Wastewater Service Infrastructure and Impact Fee Conditions**.

9.04.01. **Completion of City's Northlands WWTP Required**. The Parties acknowledge and agree that the City's Northlands WWTP must be Complete and operational as a condition of the City's agreement to provide Wastewater Service to Connections on the Land and/or on Rock Bluff Ranch at full Development. Nothing in this Agreement obligates the City to accelerate or otherwise revise the plans, specifications, project schedule, or permits related to the City's Northlands WWTP, or to provide Wastewater Service to Connections on the Land or Rock Bluff Ranch via the City's Northlands WWTP prior to it becoming fully operational. Developer may receive Wastewater Service before Completion of the City's Northlands WWTP via the Interim Wastewater Line in a volume not to exceed the Initial Connection Limit, as more fully addressed in **Section 9.04.03**. If the City's Northlands WWTP is not Complete, but the Interim Wastewater Line is Complete and is receiving wastewater flows equal to the Initial Connection Limit, then Developer shall, at its sole cost, provide any additional wastewater service by pump and haul from the South Lift Station. If the City's Northlands WWTP is not Complete by January 31, 2032 for reasons other than *force majeure*, and the Interim

Wastewater Line is Complete and is receiving wastewater flows equal to the Initial Connection Limit, then the City shall be responsible for wastewater collection and treatment costs in excess of the Initial Collection Limit using pump and haul or other means until the City's Northlands WWTP is operational and serves the Land. For clarity, as used in this **Section**, the words "**force majeure**" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability of the City to perform due to any other causes not reasonably within the City's control.

9.04.02. **Completion of the Major Wastewater Improvements and Internal Wastewater Improvements Required**. Developer shall Complete, or cause to be Completed, the Major Wastewater Improvements and the Internal Wastewater Improvements when and as required by the UDC and this Agreement. Developer may elect to receive limited Wastewater Service up to the Initial Connection Limit under the conditions described in **Section 9.04.03**.

9.04.03. **Option for City Wastewater Service Up to the Initial Connection Limit Before Completion of City's Northlands WWTP**. To accommodate anticipated demand for housing on the Land and/or on Rock Bluff Ranch before the City's Northlands WWTP becomes operational, the City evaluated its capacity to provide Wastewater Service via its existing wastewater system assuming limited additional growth outside of the Land and Rock Bluff Ranch, and predicted that the City's existing wastewater system can provide Wastewater Service to Connections on the Land and/or Rock Bluff Ranch up to, but not exceeding, the Initial Connection Limit before the City's Northlands WWTP becomes operational *on the conditions that* Developer: *(a)* acquires (or causes acquisition of) the Interim Wastewater Line Easement, and *(b)* Completes (or causes Completion of) the Interim Wastewater Line. When the City's Northlands WWTP becomes operational, the City shall provide notice of same to Developer and, within sixty (60) days after receipt of said notice, Developer shall cause the Interim Wastewater Line to cease receiving wastewater flows. The Interim Wastewater Line may be abandoned in place, *provided that* the Interim Wastewater Line Easement remains in full force and effect.

9.04.04. **Completion of Internal Wastewater Lines Required**. Developer shall Complete, or cause to be Completed, all Internal Wastewater Improvements when and as required by the UDC.

9.04.05. **Payment of Wastewater Impact Fees Required**. Subject to the provisions of **Sections 9.05.02** through **9.05.04**, Wastewater Impact Fees shall be calculated, assessed and collected when and in the amount specified in Chapter 13.32 of the City's Code of Ordinances.

9.05. **Special Provisions Related to the 42" MasterPlan Wastewater Line Segment**.

9.05.01. **General**. The Parties agree that the 42" MasterPlan Wastewater Line Segment shown on the Conceptual Wastewater Plan is a fragment of the City's 42" MasterPlan Wastewater Line that is required by the UDC to be Completed (or caused to be Completed) by Developer from property boundary line to property boundary line within the Land. However, the area located north of the Land, east of Rock Bluff Ranch, and west of SH 195 is already developed and requests for Wastewater Service from the City to those parcels are predicted to be unlikely within the City's current long-range planning horizon. For this reason, the Parties agree that Developer is required to only Complete (or cause Completion of) the 42" MasterPlan Wastewater Line Segment, but in exchange therefor, must grant the City an exclusive easement in Approved Form for the 42" MasterPlan Wastewater Line (from property line to property line) together with the 42" MasterPlan Wastewater Line Access Easements. To that end, Developer agrees to grant and convey (or cause grant and conveyance of) the 42" MasterPlan Wastewater Line Easement and the 42" MasterPlan Wastewater Line Access Easements to the City in Approved Form simultaneously with submittal of draft construction plans for the 42" MasterPlan Wastewater Line Segment. The Developer shall Complete (or cause Completion of) or post fiscal surety for the 42" MasterPlan Wastewater Line Segment within the relevant portion of the 42" MasterPlan Wastewater Line Easement before and as a condition of the City's approval of the first final plat for any portion of the Land.

9.05.02. **Location Relative to Stream Buffer Areas**. The 42" MasterPlan Wastewater Line Segment may be installed within the Stream Buffer Area, roughly parallel to Berry Creek, as long as it is installed on the side of Berry Creek opposite any spring and is installed no closer than 25 feet from the bank

of Berry Creek; and provided further it shall not cross a stream associated with a spring within the Stream Buffer Area.

9.05.03. **Wastewater Impact Fee Credit**. The City acknowledges that the 42″ MasterPlan Wastewater Segment is a larger diameter than would be needed to provide Wastewater Service to only the Land, and that the line is included in the City's current Wastewater Impact Fee Study. Therefore, if Developer Completes (or causes completion of) the 42″ MasterPlan Wastewater Line Segment when and as required by this Agreement and at no cost to the City, as consideration for same, commencing after final acceptance by the City of the 42″ MasterPlan Wastewater Line Segment and the City's written approval of the Wastewater Impact Fee Credit Documentation (described in **Section 9.05.04**), the City shall apply the amount of the Wastewater Impact Fee Credit (calculated as described in **Section 9.05.05**) against the City's then-current, adopted Wastewater Impact Fee on a per-Connection basis for all Connections on the Land for which a final plat is recorded and after the final acceptance by the City of the 42″ MasterPlan Wastewater Line Segment. The Wastewater Impact Fee Credit is only applicable to the City's Wastewater Impact Fees payable for Connections within the Land (not Connections from Rock Bluff Ranch or elsewhere). For clarity, no Impact Fee Credits shall be granted or are allowed for construction of the South Lift Station except under the circumstances specified in **Section 9.07**.

9.05.04. **Wastewater Impact Fee Credit Documentation**. The request for Wastewater Impact Fee Credit must be supported by the Wastewater Impact Fee Credit Documentation. The "**Wastewater Impact Fee Credit Documentation**" must include the following items related to the 42″ MasterPlan Wastewater Line Segment: *(a)* copy of record drawings or as-built plans signed and sealed by the engineer who prepared the Approved Plans; *(b)* invoices or statements from the construction contractor and engineer-certified pay applications; *(c)* bills paid affidavits; and *(d)* a total dollar amount of the actual cost to construct the 42″ MasterPlan Wastewater Line Segment; and *(e)* a written, signed, and notarized statement from Developer attesting to the truth and accuracy of the submitted documentation as the actual construction costs paid (or caused to be paid) by Developer for the 42″ MasterPlan Wastewater Line Segment. Developer agrees to cooperate with the City on its review of the submitted information and agrees to provide additional information and documentation as reasonably necessary for the City to complete its review.

9.05.05. **Amount of Available Wastewater Impact Fee Credit**. The amount of the Wastewater Impact Fee Credit *(a)* shall be given only for the portion of the Wastewater Impact Fee attributable to the design and construction of the 42″ MasterPlan Wastewater Line Segment, but not for the portion of the Wastewater Impact Fee attributable to treatment costs, land costs, or any other costs, fees, or expenses; and (*b*) shall not exceed the actual, documented, design and construction cost of Completing the 42″ MasterPlan Wastewater Line Segment supported by the Wastewater Impact Fee Credit Documentation approved in writing by the City; and *(c)* shall not be given after the date that is twenty (20) years after the Effective Date. Under no circumstances shall the City be required to grant the Wastewater Impact Fee Credit if actual costs for construction of the 42″ MasterPlan Wastewater Line Segment are not documented by Developer and provided to the City, or to increase the amount of the Wastewater Impact Fee Credit, or to increase the period during which it is available.

9.06. **Special Provisions Related to City's Northlands WWTP Force Main Easement**. To facilitate construction of the City's Northlands WWTP, Developer agrees to grant and convey (or cause grant and conveyance) to the City, at no cost to the City, the City's Northlands WWTP Force Main Easement in Approved Form. Developer agrees that no surface improvements of any kind are permitted within the referenced easement area (with the exception of the Emergency Vehicle Access Roads) – this prohibition includes, without limitation, fences, sheds, pools, accessory dwelling units, carports, hardscaping, and landscaping. Conveyance shall be in accordance with **Article 11** and the Conveyance Documentation shall be submitted to the City Attorney within ninety (90) days after Peregrine Closing Date (which must occur before the Peregrine Closing Deadline and the 60-Day Deadline) and provided a copy of the recorded deed evidencing such acquisition to the City Attorney on or before the Peregrine Closing Date.

9.07. **Special Provisions Relating to South Lift Station Site**. Developer shall grant and convey, or cause to be granted and conveyed, via the South Lift Station Deed to the City at no cost to the City the South Lift Station Site before and as a condition of the City's approval of a final plat containing the first Lot that will receive Wastewater Service via the South Lift Station. Conveyance shall be in accordance with **Article 11**.

9.08. **City as Exclusive Wastewater Service Provider/On-Site Septic Systems Prohibited**. The City shall not approve any preliminary or final plat or any other development or plan review application for any portion of the Land that is to be

served by on-site sewage facilities (septic systems), it being the intent of the Parties that Wastewater Service be provided to the Land solely via the City's collectivized wastewater system.

9.09. **Special Provisions Relating to Over-Sizing of the South Lift Station**. Except as otherwise stated in this Section, the South Lift Station shall be designed and Completed with the capacity required to serve the Land and Rock Bluff Ranch (the "**Developer Size**"). If, and only if, at the time of submittal of construction plans for the South Lift Station: (**a**) the South Lift Station is (*i*) included as a project in the capital improvements plan accompanying the City's adopted wastewater impact fee; and (*ii*) is included at a size larger than the Developer Size (the "**Impact Fee Size**"); and (**b**) the City consents to construction of the South Lift Station at the Impact Fee Size, as reflected in the Approved Plans for the South Lift Station requiring the South Lift Station to be designed and Completed at the Impact Fee Size rather than at the Developer Size, (**c**) Developer Completes construction of the South Lift Station at the Impact Fee Size on or before the deadline to Complete the South Lift Station set forth in Agreement , then Impact Fee Credits shall be granted and allowed for the entirety of the design and construction costs associated with the Impact Fee Size South Lift Station subject to the same requirements, limitations and conditions described in **Sections 9.05.03, 9.05.04 and 9.05.05**. For clarity, nothing in this Agreement: *(i)* requires Developer to Complete the South Lift Station at a size larger than the Developer Size; therefore, no Impact Fee Credits shall be granted or are allowed for the construction of the South Lift Station if sized only for the Land and Rock Bluff Ranch; or *(ii)* waives the protections afforded to Developer under TLGC Section 212.904 in the event the City requires oversizing of the South Lift Station.

ARTICLE 10. WATER SERVICE

10.01. **Provision of Water Services**. Subject to Developers' timely Completion of the Water Improvements, timely payment of Water Impact Fees, and to the other the terms and conditions of this Agreement, the City shall provide Water Service to the Land in a quantity up to 1,900 SUEs as necessary to serve demands within the Land as Development progresses. Upon the request(s) of the City, the Developer shall provide an estimate of projected home sales for the ensuing three (3) years to assist the City in its planning. The City will issue "will-serve" letters from time to time as requested addressing the City's ability to provide retail Water Service to the Land in accordance with this Agreement and other applicable law. After annexation of the Land into the corporate limits of the City, the City shall provide retail Water Service to customers on the Land on the same terms and

conditions applicable the City's other retail water customers located inside the City limits, including but not limited to payment of Water Impact Fees and water rates.

10.02. **Approval of Conceptual Water Plan**. The City hereby approves the Conceptual Water Plan attached to this Agreement as ***Exhibit F***.

10.03. **Water Service Infrastructure and Impact Fee Conditions**.

10.03.01. **Completion Required**. Developer shall Complete, or cause to be Completed, the Major Water Improvements and the Internal Water Improvements when and as required by the Governing Regulations.

10.03.02. **Water Service to Connections in Pressure Zone 1065**. Water Service to Connections on the Land in Pressure Zone 1065 shall be provided via Pressure Zone 1065 Major Water Line No. 1 and Pressure Zone 1065 Major Water Line No. 2, as shown on the Conceptual Water Plan. The Pressure Zone 1065 Major Water Line must be designed and Completed so that there are no more than 500 Connections between each isolation valve.

10.03.03. **Water Service to Connections in Pressure Zone 1178**. Water Service to Connections on the Land in Pressure Zone 1178 shall be provided via the Pressure Zone 1178 Major Water Line. The Pressure Zone 1178 Major Water Line must be designed and Completed so that there are no more than 500 Connections between each isolation valve.

10.03.04. **Payment of Water Impact Fees Required**. Water Impact Fees shall be calculated, assessed and collected when and in the amount specified in Chapter 13.32 of the City's Code of Ordinances.

10.04. **Release of Easement**. The City agrees to record a release of the easement recorded at Volume 790, Page 580 as Document No. 198010005DA (Volume 2168, Page 44) of the Official Public Records of Williamson County, Texas, previously conveyed to Chisholm Trail Water Supply Corporation by Mrs. Florence Y. Wray on March 21, 1980 that encumbers the Land (the "CTWSC Easement") on the condition that Peregrine or FCL convey, or cause to be conveyed, replacement easements in Approved Form to the City for any City facilities or improvement currently located within the CTWSC Easement. The City agrees to assist in determining the existence and location of existing City facilities or improvements within the CTWSC Easement. The City shall provide a copy of the recorded

release of the CTWSC Easement to Peregrine and FCL within twenty (20) days after recordation of the replacement easements, if any.

10.05. **Special Provisions Regarding City's Ronald W. Reagan Blvd. Water Line Easement**. Developer agrees to grant and convey, or cause to be granted and conveyed, to the City, at no cost to the City, the City's Ronald W. Reagan Blvd. Water Line Easement, in Approved Form within ninety (90)days after receipt of written notice from the City. Conveyance shall be in accordance with **Article 11**.

10.06. **District Rules Regarding Water Conservation and Drought Management**. If a District adopts orders, rules or regulations regarding water conservation and drought management, said orders, rules, or regulations must be consistent with and at least as stringent as the City's requirements in City Code of Ordinances Chapters 13.15 and 13.16.

10.07. **Ornamental Water Features**. Construction of ornamental water features is prohibited on the Land. If naturally occurring, no City-provided water may be used to fill or refill an Ornamental Water Feature, or to operate a fountain.

10.08. **Landscaping**. All landscaping (including but not limited to plant selection, sod restrictions, soil depth, and irrigation) must meet the requirements in the UDC.

10.09. **Special Provisions Relating to Over-Sizing of Major Water Improvements**. Except as otherwise stated in this Section, the Major Water Improvements shall be designed and Completed with capacity sufficient to serve only the Land and Rock Bluff Ranch at full build out (the "**Developer Size**"). If, and only if, at the time of submittal of the construction plans for a Major Water Improvement: (**a**) the Major Water Improvement is (*i*) included as a project in the capital improvements plan accompanying the City's adopted water impact fee; and (*ii*) is included at a size larger than the Developer Size (the "**Impact Fee Size**"); and (**b**) the City consents to construction of a Major Water Improvement at the Impact Fee Size, as reflected in the Approved Plans the Approved Plans for the Major Water Improvement requiring the Major Water Improvement to be designed and Completed at the Impact Fee Size rather than at the Developer Size, and (**c**) Developer Completes the Major Water Improvement at the Impact Fee Size when and as required by this Agreement, then water impact fee credits or reductions shall be granted and allowed for the entirety of the design and construction costs associated with the Impact Fee Size Major Water Improvement, subject to the same requirements, limitations and conditions described in **Sections 9.05.03, 9.05.04 and 9.05.05**. For clarity, nothing in this Agreement: *(i)* requires

Developer to Complete the Major Water Improvements at a size larger than the Developer Size; therefore, no Impact Fee Credits shall be granted or are allowed for the construction of the Major Water Improvements if sized only for the Land and Rock Bluff Ranch; or *(ii)* waives the protections afforded to Developer under TLGC Section 212.904 in the event the City requires oversizing of a Major Water Improvement.

ARTICLE 11. DEDICATIONS AND CONVEYANCES

11.01. **Internal Utility Easements**. Developer shall, at no cost to the City, grant and convey (or cause grant and conveyance of) Internal Utility Easements for the Internal Wastewater Improvements and the Internal Water Improvements. All Internal Utility Easements must be *(i)* in Approved Form, *(ii)* sized per the requirements of this Agreement, and *(iii)* located generally where shown on the relevant Conceptual Plan. An Internal Utility Easement may overlap with or be within a ROW but only with the City's prior written consent, as evidenced by the City's signature on the relevant Approved Plan and the relevant Approved Form.

11.02. **42" MasterPlan Wastewater Line Easement**. Developer shall, at no cost to the City, grant and convey (or cause grant and conveyance of) the 42" MasterPlan Wastewater Line Easement when required by **Section 9.04.01** of this Agreement. The 42" MasterPlan Wastewater Line Easement must be *(i)* in Approved Form; *(ii)* sized per the requirements of this Agreement; and *(iii)* located generally where shown on the Conceptual Wastewater Plan. The 42" MasterPlan Wastewater Line Easement may not overlap with or be within a ROW, a public utility easement, or any other easement.

11.03. **Other Easements**.

11.03.01. **General**. Developer or a District, if permitted under applicable law, shall, at no cost to the City, obtain the Pressure Zone 1178 Major Water Line Off-Site Segment Easement and the Emergency Vehicle Access Easement, and temporary construction easements necessary for the construction of same and where it is not feasible to utilize existing City ROW or City easements.

11.03.02. **Water and Wastewater**. The easements for the Water Improvements and the Wastewater Improvements each shall *(i)* be sized per the requirements of this Agreement; *(ii)* be at the correct elevation to connect with the City's existing relevant lines; and *(iii)* be located generally where shown on the Conceptual Water or Wastewater Plan attached hereto. In addition, no other

public utility easement of any kind for the benefit of any non-City service provider (including but not limited to electric service easements) are allowed in, under, over, or across any easement for a Water Improvement or a Wastewater Improvement without the City's prior written approval, which may be granted or withheld in the City's sole discretion, and if approved reflected in a License to Encroach in Approved Form. Any temporary construction easements and the Access Easement shall be in widths and locations reasonably acceptable to the City. The City agrees that whenever feasible from an engineering and operational perspectives, as determined in the City's sole discretion, the Water Improvements and Wastewater Improvements may be constructed within a City ROW (but not a County or State ROW) or existing City easements in lieu of acquisition of new easements in Approved Form. By way of example and without limitation, the Pressure Zone 1178 Major Water Line Off-Site Segment shall be located in the City's existing ROW for Silver Spur Blvd. to the maximum extent practicable.

11.04. **Internal Transportation Improvements**. All Internal Transportation Improvements shall be dedicated to the City, at no cost to the City, in the manner required by the UDC.

11.05. **Primary Park and Community Parks**. All dedications and conveyances to the City of the Primary Park (the portion thereof that is outside of any floodplain), and the Community Parks shall be in accordance with UDC Section 13.08.050.

11.06. **South Lift Station Site Deed**. Developer must submit (or cause submission of) the Conveyance Documentation for the South Lift Station Site not later than simultaneously with submittal of draft construction plans for the Major Wastewater Improvements necessary for the City to provide Wastewater Service to Phase 1 or Phase 6 via the City's Northlands WWTP.

11.07. **Other Conveyances**. For any easements located, or to be located, wholly within the boundaries of the Land, all such easements shall be conveyed to the Governmental Authority, District, or HOA responsible for ownership and maintenance of the improvement to be placed therein prior to and as a condition of the City's approval of a final plat for any portion of the Land where such easements are located, or to be located, unless an earlier date is specified in this Agreement.

11.08. **Conveyance Documentation**. At least sixty (60) Days prior to the deadline for conveying or dedicating any interest in property to the City, Developer will provide, or cause to be provided, the applicable Conveyance Documentation to

the City. All conveyance and dedication instruments must be in the applicable Approved Form, as evidenced by the City Attorney's signature on the recordable instrument. The City is not required to accept conveyances or dedications that are not on the appropriate Approved Form or assignments of private easements.

11.09. **Transfers of Improvements**. All transfers of improvements will include transfers of warranties, bonds, and guarantees associated with the transferred improvements, and the form of transfer or assignment and assumption agreement shall be subject to approval by the City, which shall not be unreasonably withheld. Developer shall maintain and repair all improvements until transferred to the City, a District, or the HOA, as applicable.

11.10. **Encumbrances and Liens**. If the Conveyance 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 being conveyed or dedicated to the City, Developer shall cause the holder of such lien or other monetary encumbrance to provide a consent of lienholder in connection with the Conveyance Documentation that subordinates such lien or other monetary encumbrance as per the applicable Approved Form.

11.11. **Costs**. The costs incurred to obtain, grant and convey easements and deeds and to grant Licenses to Encroach (defined in **Section 11.15**) (including costs of acquisition, recording, and preparation of the Conveyance Documentation and costs of issuing title policies required by this Agreement) are the responsibility of Developer, but are reimbursable by a District.

11.12. **Title Policies**. If the Conveyance Documentation includes a title commitment, Developer will provide title insurance for the area to be conveyed or dedicated, as applicable, in an amount approved by the City Attorney and will cause the consent of lienholder or subordination of any liens or other monetary encumbrances reflected on the commitment before the area is conveyed or dedicated to the City. Only the standard pre-printed exceptions and any non-monetary encumbrances approved in advance and in writing by the City Attorney will be reflected on a title policy.

11.13. **Access Easements – Generally**. If no public road exists providing access to Public Infrastructure when the applicable easement or deed, as applicable, is granted, an a temporary and/or permanent Access Easement, in a location and of a size determined by the City during the City's review and approval of construction plans and final plat sufficient to allow the City and its authorized agents to access the applicable improvement via an Access Road within an Access

Easement until such time, if any, as a public road providing such access is Complete. Each temporary Access Easement will be released by the City as each portion thereof is included within a recorded permanent Access Easement in Approved Form or Completed ROW shown on a recorded plat.

11.14. **Access Easements – Regional Trail**. Developer shall provide Access Easements in Approved Form and construct therein Access Roads in accordance with Approved Plans so as to provide means for the City to have vehicular access the Regional Trail from at least one Completed road on the Land so the City can maintain the Regional Trail. Such Access Easements must be included in the Conveyance Documentation for the Regional Trail, and the Access Roads must be Completed simultaneously with Completion of the Regional Trail (or section thereof, if the Regional Trail is constructed in sections). If and when vehicular access to the entirety of the Regional Trail is provided via a Completed public road, the Access Easements will be released by the City.

11.15. **Licenses to Encroach**. Developer may request authorization under City Code of Ordinances Sections 12.08 (ROW Permit) and 12.09 (License to Encroach), and Section 3.23 of the UDC (License to Encroach) (as applicable) (each, for purposes of this Agreement, a "**License to Encroach**") to allow perpendicular crossings of City easements or other City property. Each License to Encroach will be in Approved Form. However, with the exception of the License to Encroach for landscape improvements to be constructed or installed by Developer within the ROW for the Yearwood Minor Arterial Road, nothing in this Agreement or a Related Document obligates the City to approve any request for a License to Encroach.

11.16. **Possible City Assistance with Acquisition of Offsite Easements**. Developer and the District shall each use commercially reasonable efforts to obtain any offsite easements required for the construction of any facilities required to be constructed by Developer or such District under this Agreement. If Developer and the District are unable to obtain any such easements after using good faith efforts to do so (including based on a determination by a District's condemnation counsel that the District does not have the authority to condemn the real property), Developer and the District may request the City to use the City's powers of eminent domain to acquire the easement(s) at no cost to the City. The City shall use its best efforts to acquire the easements, using the City's powers of eminent domain if necessary, at Developer's sole cost and expense and no cost to the City.

On receipt of a valid request for the City's acquisition assistance, the City shall provide a preliminary written estimate to Developer of projected costs and expenses related to acquisition of the easements by eminent domain. Developer or a District shall provide payment in the full amount of the written estimate to the City within thirty (30) days after receipt of the written estimate. Developer or a District shall pay all costs and expenses incurred by the City relating to the acquisition of the offsite easement(s), including, without limitation, costs of negotiating easements with landowners, preparation of easement instruments and surveys, payment of a negotiated sum for purchase of an easement, and purchase or condemnation costs incurred by the City, including any litigation related thereto (including all actual legal fees, witness costs, and court costs). In the event that the actual costs of easement acquisition exceed the original cost estimate, Developer shall provide payment of the additional amount within fifteen (15) days of receipt of a written request for payment from the City. In the event that the actual costs of easement acquisition are less than this sum, the City shall promptly refund the excess amount to Developer or the District, as appropriate.

ARTICLE 12. TERM AND ASSIGNMENT

12.01. **Term**. The term of this Agreement shall commence on the Effective Date and shall continue until *(i)* the date this Agreement becomes null and void or is terminated for the reasons described in Article 3, Article 13 or as otherwise provided herein or allowed by law, or *(ii)* the date this Agreement is terminated in writing by mutual agreement of the Parties; provided, however, the consent of Yearwood shall not be required after Peregrine acquires the Land from Yearwood, and provided, further, that the consent of Peregrine shall not be required after FCL acquires the Land from Peregrine.

12.02. **Assignment**.

12.02.01. **By the City**. The City may only assign this Agreement with the written consent of the Districts and of Developer, provided however, that the consent of Developer is not needed if Developer does not own developable portions of the Land at the time of the assignment.

12.02.02. **By a District**. The Original District may only assign this Agreement to a District created by division of the Original District. A District created by division of the Original District, may only assign this Agreement to the Original District or another District created by division of the Original District.

Prior consent of the City Council is not required for inter-District assignments, but a copy of the executed assignment and assumption agreement(s) must be provided to the City within fifteen (15) days after full execution.

12.02.03. **By Yearwood.** Yearwood may only assign this Agreement to Peregrine or FCL. No other assignments by Yearwood are permitted.

12.02.04. **By Peregrine or FCL**. Peregrine or FCL may assign this Agreement as provided in **Section 12.02.04(a)** or **12.02.04(b)**, and not otherwise.

(a) Peregrine or FCL may assign this Agreement, in whole or in part, and include any obligation, right, title or interest of theirs under this Agreement: (1) to a District; or (2) to an Assignee, *provided that* as to any such assignment by Peregrine or FCL, the following eight (8) conditions are first satisfied:

(1) the City Council has given its prior written consent to a written assignment and assumption agreement describing the rights and obligations of Developer and a District or proposed Assignee;

(2) if to an Assignee who is not a District, the proposed Assignee either is a successor owner of all or any part of the Land or is a Lender to a successor owner of all or any part of the Land;

(3) if to an Assignee who is not a District, the proposed Assignee has a contractual right to be reimbursed for water, sewer, road or drainage improvements from Bonds (or has a lien or other security interest in such reimbursements);

(4) the assignment documents include an assignment to the City by the proposed Assignee of its rights to reimbursement from Bond issued by a District in the amount of the Interlocal Agreement Costs;

(5) the assignment is in writing executed by Developer , a District, or proposed Assignee, and consented to in writing by the City Council, which consent will not be unreasonably withheld;

(6) a District or proposed Assignee expressly assumes in the assignment all assigned obligations and expressly agrees in the assignment to observe, perform, and be bound by this Agreement to the extent this Agreement relates to the obligations, rights, titles, or interests assigned;

(7) the assigning Developer is then in compliance with all terms and conditions of this Agreement and the Related Documents; and

(8) a copy of the executed assignment and assumption agreements are provided to all Parties within fifteen (15) days after its full execution.

Provided all of the foregoing conditions are satisfied, from and after the date an assignment is executed by Developer and a District or Assignee and approved by the City Council, the City agrees to look solely to the District or Assignee for the performance of all obligations assigned to the District or Assignee and agrees that the assigning Developer shall be released from performing the assigned obligations and from any liability that results from the District's or Assignee's failure to perform the assigned obligations. No assignment by a Developer shall release that Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment.

(b) **To the HOA**. Developer may only assign ownership and/or maintenance obligations relating to the District Areas/Improvements to the HOA, and only on demonstrating to the City's reasonable satisfaction that the HOA has sufficient funds, and ongoing funding mechanisms, to perform the delegated obligations, and only after execution of a Maintenance Agreement relating to the assigned obligations.

12.02.05. **Written Records**. The assigning Developer Party shall maintain written records of all assignments made by it (including, for each Assignee, the notice information required by this Agreement and a copy of each executed assignment) and shall provide a copy of such records to the City.

12.02.06. **Attempted Assignments Void**. Any assignment or attempted assignment by a Party that is not in conformance with **Section 12.02** of this Agreement is void and shall have no force or effect.

12.03. **Effect of Foreclosure**. It is specifically intended that 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 or creditor or a Party, whether judicial or non-judicial. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees.

12.04. **Effect on End Buyers**. This Agreement is not binding on and does not create any encumbrance to title as to any End Buyer *except* each End Buyer must comply, at a minimum, with the PUD Ordinance and the Additional Land Development Standards.

12.05. **No Liability for Actions of Others**. Except as expressly set forth herein: *(a)* the liabilities, obligations and responsibilities of each owner of the Land or any portion thereof, their successors and assigns, under this Agreement are several, and not joint; and *(b)* no owner of the Land or any portion thereof, or successor or assign, will be in default under this Agreement or otherwise liable or responsible for any default which is not caused by such landowner or by any person acting by, through or under such owner or successor or assign.

ARTICLE 13. DEFAULT AND REMEDIES

13.01. **General**. In the event of default by any Party (a "**Defaulting Party**"), any non-defaulting Party shall give the Defaulting Party written notice specifying the default (a "**Default Notice**"). If the Defaulting Party fails to fully cure any default that can be cured by the payment of money ("**Monetary Default**") within thirty (30) Days of the date of the Default Notice, or fails to commence the cure of any default specified in the Default Notice that is not a Monetary Default (a "**Non-Monetary Default**") within thirty (30) Days of the date of the Default Notice and complete such cure within ninety (90) Days of the date of the Default Notice (or such longer period the non-Defaulting Parties may mutually agree in writing is reasonable), then the other Party(ies) shall be entitled to a proper writ issued by a court of competent jurisdiction compelling and requiring the Defaulting Party to observe and perform the covenants, obligations and conditions described in this Agreement and/or seek any relief available at law or in equity; *provided, however*, the Parties agree that damages, if any, to which any complying Party may be entitled for a Non-Monetary Default shall not include monetary damages of any kind or amount.

13.02. **Developer Default**. In addition, if Developer is the Defaulting Party, *(i)* the City shall not be obligated to accept, review, or approve any Development applications related to the Land until Developer has cured the default; *(ii)* a District may not pay proceeds from Bonds to a Developer until the Developer has cured the default but instead such District shall retain all such proceeds payable to a Developer pending cure (a District can issue Bonds and pay the proceeds from the Bonds to the City as an installment of the Interlocal Agreement Costs without regard to the default); *(iii)* the City shall have all rights to enjoin the payment of

Bond proceeds to a Developer until the default or breach is cured, and *(iv)* a Developer shall not enter into any agreements with a District or seek reimbursement from a District for any expenses incurred in connection with a District or the Development of the Land until the default or breach has been cured.

ARTICLE 14.MISCELLANEOUS

14.01. **Cooperation**. The Parties shall cooperate with each other as reasonably necessary to carry out the intent of this Agreement, including but not limited to the execution of such further documents as may be reasonably necessary.

14.02. **Filings**. The Parties agree that, for the purposes of Chapter 212 of the TLGC, 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 Governing Regulations. No Development-related application will be accepted by the City if a material event of default exists with regard to this Agreement or a Governing Regulation as of the filing date of such application.

14.03. **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. For purposes of notice, the addresses of the Parties, until changed as provided below, will be as follows:

City: City of Georgetown, City Manager
808 Martin Luther King Jr. St.
Georgetown, Texas 78626
Attn: City Manager

With a copy to:
City of Georgetown, City Attorney
809 Martin Luther King, Jr. St.
Georgetown, Texas 78626
Attn: City Attorney

Yearwood: PIA Capital, LLC-Series Tract I,
PIA Capital, LLC-Series Tract II &
John Edward Boyce Yearwood
5301 Rattlesnake Road
Georgetown, Texas 78633

With a copy to:
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701-2744
Attn: Kevin M. Flahive & Mark Macmurdo

Peregrine: PLI I-D, LP
1100 West 6th Street
Austin, Texas 78703
Attn: Tim Riley

With a copy to:
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731
Attn: Bill McLean, Esq.

FCL: Georgetown FCL Owner, LLC
500 Boylston Street, Suite 2010
Boston, MA 02116
Attn: Casey Tischer

Georgetown FCL Owner, LLC
8601 Ranch Road 2222, Building 1, Suite 290
Austin, TX 78730
Attn: Matt Mathews

With a copy to:
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701-2744
Attn: Anthony Corbett & Kevin M. Flahive

District: Williamson County Municipal Utility District No. ___
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701-2744
Attn: Anthony Corbett

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. Developer and the District may, by giving at least five (5) days' written notice to the City, designate additional Parties to receive copies of notices under this Agreement.

14.04. **Severability; Waiver**.

14.04.01. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement by agreement of the Parties that is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

14.04.02. Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

14.05. **Applicable Law and Venue**. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue shall be in a court of appropriate jurisdiction in Williamson County, Texas.

14.06. **Entire Agreement**. This Agreement (including the Exhibits to this Agreement), collectively contain the entire agreement of the Parties as to the subject matters addressed herein.

14.07. **Amendments**. This Agreement may be amended only by mutual written agreement of the City Council and the owner of the portion of the Land affected by the amendment; *provided that (i)* no amendment may be made without Peregrine's consent for so long as the Land is under contract to be sold by Yearwood to Peregrine, *(ii)* no amendment may be made without FCL's consent

for so long as the Land is under contract to be sold by Peregrine to FCL, and *(iii)* no consent from any End Buyer to an amendment to this Agreement is required.

14.08. **Exhibits, Headings, Construction and Counterparts**. All Exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The Section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the Sections. Wherever appropriate, words of the masculine gender may include the feminine or neutral, 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 shall not be employed in interpreting this Agreement or any Exhibits hereto.

14.09. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute the same instrument. This Agreement shall become effective only when one (1) or more counterparts, individually or taken together, bear the signatures of all of the Parties.

14.10. **Time**. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

14.11. **Certification Regarding Boycotting Israel**. Pursuant to Chapter 2271, Texas Government Code, the Parties certify that they *(1)* do not currently boycott Israel; and *(2)* will not boycott Israel during the term of this Agreement. The Parties acknowledge this Agreement may be terminated and payment withheld if this certification is inaccurate.

14.12. **Certification Regarding Business with Certain Countries and Organizations**. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Parties certify they are not engaged in business with Iran, Sudan, or a foreign terrorist organization. They acknowledge this Agreement may be terminated and payment withheld if this certification is inaccurate.

14.13. **Certification Regarding Boycotting Energy Companies**. Pursuant to Chapter 809, Texas Government Code, the Parties certify that they do not currently boycott energy companies and will not boycott energy companies during the Term

of this Agreement. They acknowledge this Agreement may be terminated and payment withheld if this certification is inaccurate.

14.14. **Certification Regarding Boycotting Firearm and Ammunition Industries**. Pursuant to Chapter 2274, Texas Government Code, the Parties certify that they do not currently boycott firearm and ammunition industries and will not boycott firearm and ammunition industries during the Term of this Agreement. They acknowledge this Agreement may be terminated and payment withheld if this certification is inaccurate.

14.15. **Exhibits**. The following Exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A-1	Land – Metes and Bounds
Exhibit A-2	Land – Location Map (also showing location of Rock Bluff Ranch)
Exhibit B	Additional Land Development Standards
Exhibit C	Northlands WWTP Force Main Easement
Exhibit D	Ronald W. Reagan Blvd. Water Line
Exhibit E	Conceptual Wastewater Plan
Exhibit F	Conceptual Water Plan
Exhibit G	Conceptual Parks and Open Space Plan
Exhibit H	Conceptual Transportation Plan
Exhibit I	Street Spacing and Connectivity Plan
Exhibit J	Form of Maintenance Agreement
Exhibit K	Phasing Plan
Exhibit L	Regional Trail Specifications
Exhibit M	(intentionally deleted)
Exhibit N	TIF Offset Documentation
Exhibit O	Yearwood Arterial ROW Exhibit
Exhibit P	Conceptual Land Use Plan
Exhibit Q	Tree Mitigation Calculation Form
Exhibit R	Conceptual Wall and Fencing Plan
Exhibit S	Street Sections

14.16. **Effectiveness as to Parties**. This Agreement is effective as to the Initial Parties on the Effective Date. This Agreement is effective as to the Original District when approved by the Board of Directors of the Original District, which is to be at the first organizational meeting of the Original District held after the District Creation Date. This Agreement is effective as to the Districts (other than the Original District) when an assignment of this Agreement to the applicable District

is approved by such District's Board of Directors at an organizational meeting following creation of the applicable District in accordance with **Section 3.11**.

14.17. **Recording**. This Agreement shall be recorded in the Official Records of Williamson County, Texas, at Developer's cost and expense, immediately after the Effective Date.

14.18. **Party Matters**. Notwithstanding any provision herein to the contrary, Yearwood shall no longer be a party to this Agreement for any purpose after conveyance of the Land by Yearwood to Peregrine, and Peregrine shall no longer be a party to this Agreement for any purpose after conveyance of the Land by Peregrine to FCL unless otherwise agreed by Peregrine and FCL.

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 the ___ day of _____, 2026, by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

By:_____
Notary Public State of Texas

YEARWOOD:

PIA CAPITAL, LLC-SERIES TRACT I, a separate series of PIA Capital, LLC, a Texas series limited liability company

By: _____
John F. Yearwood, Manager

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 2026, by John F. Yearwood, Manager of PIA Capital, LLC-Series Tract I, a separate series of PIA Capital, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

By:_____
Notary Public State of Texas

YEARWOOD (cont.):

PIA CAPITAL, LLC-SERIES TRACT II, a separate series of PIA Capital, LLC, a Texas series limited liability company

By: _____
John F. Yearwood, Manager

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 2026, by John F. Yearwood, Manager of PIA Capital, LLC-Series Tract II, a separate series of PIA Capital, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

By:_____
Notary Public State of Texas

YEARWOOD (cont.):

_____
JOHN EDWARD BOYCE YEARWOOD

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 2026, by John Edward Boyce Yearwood.

(seal)

By:_____
Notary Public State of Texas

PEREGRINE: **PLI I-D, LP**,
a Texas limited partnership

By: PLI GP I-D, LLC,
a Texas limited liability company,
its General Partner

By: _____
Tim Riley, Member

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ___ day of _____, 2026, by Tim Riley, Member of PLI GP I-D, LLC, a Texas limited liability company, the General Partner of PLI I-D, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(seal)

By:_____
Notary Public State of Texas

FCL: **GEORGETOWN FCL OWNER, LLC**,
a Delaware limited liability company

By: _____
Thomas C. Tischer,
Authorized Signatory

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____ 2026, by Thomas C. Tischer, Authorized Signatory of Georgetown FCL Owner, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal)

By:_____
Notary Public State of ____

DISTRICT: **WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. __**

By: _____
_____, Board President

ATTEST:

By:_____
_____, Board Secretary

APPROVED AS TO FORM:

By:_____
_____, District's Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 202_, by _____, President of the Board of Directors of Williamson County Municipal Utility District No. __, a special district formed and operating under Article XVI, Section 59 of the Texas Constitution and under Chapters 49 and 54 of the Texas Water Code.

(seal)

By:_____
Notary Public State of Texas

CAPITAL SURVEYING
925 Capital of Texas Hwy
B-115, Austin, TX 78746
(512) 327-4006
fperez@capitalsurveying.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 728.3636 ACRES (31,727,520 SQUARE FEET) OF LAND, MORE OR LESS, SITUATED IN THE LEMUEL S. WALTERS SURVEY, ABSTRACT NO. 282 AND THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, BOTH OF WHICH IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 99.60 ACRE TRACT OF LAND DESCRIBED AS "TRACT I" CONVEYED TO PIA CAPITAL, LLC – SERIES TRACT I IN DOCUMENT NO. 2020163208, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), BEING ALL OF A CALLED 532.54 ACRE TRACT OF LAND DESCRIBED AS "TRACT II" CONVEYED TO PIA CAPITAL, LLC – SERIES TRACT II IN DOCUMENT NO. 2020163208 (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 96.40 ACRE TRACT OF LAND DESCRIBED AS "TRACT 4" CONVEYED TO JOHN F. YEARWOOD AND PRISCILLA S. YEARWOOD IN DOCUMENT NO. 2020163061 (O.P.R.W.C.T.), SAID 728.3636 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with "5784" cap found at the intersection of the southwest right-of-way line of Rattlesnake Road (right-of-way varies), and the northwest right-of-way line of Ronald Reagan Boulevard (right-of-way varies), being the northwest corner of a called 5.94 acre tract of land conveyed to Williamson County, Texas in Document No. 2008057931 (O.P.R.W.C.T.), being the easternmost corner of said 532.54 acre tract, for the easternmost corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the southwest right-of-way line of said Rattlesnake Road, with the northwest right-of-way line of said Ronald Reagan Boulevard and the southeast line of said 532.54 acre tract, **S43°27'05"W**, a distance of **1,013.88** feet to a 1/2-inch iron rod with "5784" cap found for an angle point in the northwest right-of-way line of said Ronald Reagan Boulevard, being the northeast corner of a called 14.521 acre tract of land conveyed to Five Star Concrete, LLC in Document No. 2022199489 (O.P.R.W.C.T.), being an angle point in the northwest line of a called 17.72 acre tract of land conveyed to Williamson County, Texas in Document No. 2009083183 (O.P.R.W.C.T.), being an angle point in the southeast line of said 532.54 acre tract and for an angle point hereof;

THENCE, leaving the northwest right-of-way line of said Ronald Reagan Boulevard, in part with the common line of said 532.54 acre tract, said 14.521 acre tract and the remainder of a called 36.909 acre tract conveyed to Grace Eva Properties, LLC in Document No. 2021050701 (O.P.R.W.C.T.), the following seven (6) courses and distances:

1) **S61°06'16"W**, a distance of **7.41** feet to a 1/2-inch iron rod with "5784" cap found for an angle point hereof;
2) **S68°30'13"W**, a distance of **371.73** feet to a 1/2-inch iron rod with an illegible cap found for an angle point hereof;
3) **S68°35'07"W**, a distance of **511.56** feet to a 1/2-inch iron rod with an illegible cap found for an angle point hereof;

4) **S68°34'03"W**, passing at a distance of 130.56 feet, a 1/2-inch iron rod with "Maples RPLS 5043" cap found, passing at a distance of 410.83 feet, a 1/2-inch iron rod with "Maples RPLS 5043" cap found, passing at a distance of 712.16 feet, a 1/2-inch iron rod with "5367" cap found for the common north corner of said 14.521 acre tract and said remainder of a called 36.909 acre tract, continuing in all a distance of **890.61** feet to a 1/2-inch iron rod with an illegible cap found for an angle point hereof;
5) **S69°07'45"W**, a distance of **548.04** feet to a 1/2-inch iron rod with "5043" cap found for an angle point hereof;
6) **S47°49'17"W**, a distance of **10.47** feet to a 1/2-inch iron rod with "1847" cap found for an angle point hereof;
7) **S12°05'08"E**, a distance of **269.18** feet to a 1/2-inch iron rod with an illegible cap found for and angle point in the south line of said 532.54 acre tract, being an angle point in the west line of said remainder of a called 36.909 acre tract, being the northeast corner of said 99.60 acre tract, for an angle point hereof;

THENCE, in part with the common line of said 99.60 acre tract, said remainder of a called 36.909 acre tract, and a called 19.766 acre tract of land described as "Tract 2" conveyed to Cook Tierra LLC in Document No. 2025103471 (O.P.R.W.C.T.), the following five (5) courses and distances:

1) **S32°33'43"E**, a distance of **147.28** feet to a cotton spindle found for an angle point hereof;
2) **S00°54'14"W**, passing at a distance of 116.57 feet, a 1/2-inch iron rod found for an angle point in the west line of said remainder of a called 36.909 acre tract, for the northeast corner of said 19.766 acre tract, continuing in all a distance of **284.20** feet to a 1/2-inch iron rod found for an angle point hereof;
3) **S19°14'33"W**, a distance of **582.83** feet to a 60D nail found for an angle point hereof;
4) **S27°43'45"W**, a distance of **1,397.53** feet to a calculated point for an angle point of a 50' Gas pipeline easement dedicated in Document No. 2024033023 (O.P.R.W.C.T.) and falls on the east side of the gate of a wire fence for an angle point hereof;
5) **S43°53'34"W**, a distance of **313.90** feet to a 1/2-inch iron rod found for an angle point in north right-of-way line of said Ronald Reagan Boulevard, being an angle point in the west line of said 19.766 acre tract, being an angle point in the north line of a called 11.33 acre tract of land conveyed to Williamson County, Texas and described in "Exhibit 3" in Document No. 2010006962 (O.P.R.W.C.T.), also being an angle point in the south line of said 99.60 acre tract, for a non-tangent point of curvature and southeast corner hereof;

THENCE, in part with the common line of said 99.60 acre tract, said 11.33 acre tract, a called 10.8151 acre tract of land described in "Exhibit D" conveyed to Williamson County, Texas in Document No. 2010006962 (O.P.R.W.C.T.), and the north right-of-way line of said Ronald Reagan Boulevard, along the arc of a curve to the right, whose radius is **2,870.00** feet, passing at an arc length of 1.75 feet, a 1/2-inch iron rod with "McKim & Creed" cap found for the common north corner of said 11.33 acre tract and said 10.8151 acre tract, continuing along the arc of a curve to the right whose total arc length is **682.15** feet and whose chord bears **S73°47'55"W**, a distance of **680.55** feet to a 1/2-inch iron rod with "Forest RPLS 1847" cap found for the common south corner of said 99.60 acre tract and a called 20.57 acre tract of land described as "Tract 1" conveyed to Cook Tierra LLC in Document No. 2025103471 (O.P.R.W.C.T.), for an angle point hereof;

THENCE, leaving the north right-of-way line of said Ronald Reagan Boulevard, with the common line of said 99.60 acre tract and said 20.57 acre tract, the following four (4) courses and distances:

1) **N09°25'19"W**, a distance of **88.76** feet to a 3/4" bolt found for a non-tangent point of curvature hereof;

2) Along the arc of a curve to the left, whose radius is **470.00** feet, whose arc length is **98.40** feet and whose chord bears **N15°21'06"W**, a distance of **98.22** feet to a 3/4" bolt found for an angle point hereof;
3) **N21°23'04"W**, a distance of **257.24** feet to a 1/2-inch iron rod with "Forest RPLS 1847" cap found for an angle point hereof;
4) **N81°06'53"W**, a distance of **984.27** feet to a 1/2-inch iron rod with "Forest RPLS 1847" cap found for the southeast corner of a called 12.7586 acre tract of land described in "Exhibit B" conveyed to the City of Georgetown, Texas in Document No. 2009060884 (O.P.R.W.C.T.), for an angle point hereof;

THENCE, with the common line of said 99.60 acre tract and said 12.7586 acre tract, **N24°33'34"W**, a distance of **869.44** feet to a 1/2-inch iron rod found in the south line of said 532.54 acre tract, for the common north corner of said 99.60 acre tract and said 12.7856 acre tract, for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract, said 12.7586 acre tract, the following three (3) courses and distances:

1) **S67°59'41"W**, a distance of **94.57** feet to a 1/2-inch iron rod with an illegible cap found for an angle point hereof;
2) **S68°12'21"W**, a distance of **373.69** feet to a 1/2-inch iron rod with an illegible cap found for an angle point hereof;
3) **S69°20'13"W**, a distance of **142.62** feet to a 1/2-inch iron rod found for the common north corner of said 12.7586 and a called 7.2414 acre tract described in "Exhibit A" conveyed to the City of Georgetown, Texas in Document No. 2009060884 (O.P.R.W.C.T.) for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said 7.2414 acre tract, **S69°26'25"W**, a distance of **392.49** feet to a 1/2-inch iron rod with an illegible cap found for the common north corner of said 7.2414 acre tract and Lot 103, Block A, Somerset Hills Phase B, Final Plat, a subdivision in Williamson County, Texas recorded in Document No. 2025044853 (O.P.R.W.C.T.) for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said Lot 103, the following three (3) courses and distances:

1) **S69°25'55"W**, a distance of **1,232.39** feet to a 1/2-inch iron rod found for an angle point hereof;
2) **S69°26'39"W**, a distance of **1,038.69** feet to a 60D nail found for an angle point hereof;
3) **S68°07'57"W**, a distance of **486.46** feet to a 1/2-inch iron rod with an illegible cap found for the common north corner of said Lot 103, and a called 1.1616 acre tract of land conveyed to the City of Georgetown in Document No. 2003110378 (O.P.R.W.C.T.) for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said 1.1616 acre tract, the following two (2) courses and distances:

1) **S67°15'39"W**, a distance of **118.60** feet to a 60D nail found for an angle point hereof;
2) **S68°46'43"W**, a distance of **146.55** feet to a 1/2-inch iron rod with "Survcon Inc" cap found for the common north corner of said 1.1616 acre tract and Lot 69, Block A, Replat of Somerset Hills Phase A, a subdivision in Williamson County, Texas in Document No. 2025044670 (O.P.R.W.C.T.) for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said Block A, Replat of Somerset Hills Phase A, the following three (3) courses and distances:

1) **S68°00'23"W**, a distance of **347.61** feet to a 60D nail found for an angle point hereof;
2) **S68°15'20"W**, a distance of **1,104.06** feet to a 60D nail found in the top center of a 14" Cedar post found for the southwest corner hereof;
3) **N22°33'39"W**, a distance of **531.36** feet to a 40D nail found for the common east corner of Lot 35 of said Block A, Replat of Somerset Hills Phase A, and a called 1.409 acre tract of land conveyed to the City of Georgetown in Document No. 2004025917 (O.P.R.W.C.T.), for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said 1.409 acre tract, **N22°17'48"W**, a distance of **23.49** feet to a 1/2- inch iron rod found for the common east corner of said 1.409 acre tract and Lot 3, Block Two, Whisper Wood I, a subdivision in Williamson County, Texas recorded in Cabinet I, Slides 102-103, Plat Records of Williamson County, Texas (P.R.W.C.T.), for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said Block Two, Whisper Wood I, the following seven (7) courses and distances:

1) **N22°34'19"W**, a distance of **320.73** feet to a 1/2-inch iron rod found for an angle point hereof;
2) **N22°13'25"W**, a distance of **403.32** feet to a 1/2-inch iron rod found for the common east corner of Lot 3 and Lot 6, said Block Two, Whisper Wood I, for an angle point hereof;
3) **N20°28'53"W**, a distance of **13.84** feet to a 40D nail found for an angle point hereof;
4) **N22°05'48"W**, a distance of **331.32** feet to a 1/2-inch iron rod found for an angle point hereof;
5) **N21°52'18"W**, a distance of **305.88** feet to a 1/2-inch iron rod found for an angle point hereof;
6) **N21°21'21"W**, a distance of **39.18** feet to a 1/2-inch iron rod found for the common east corner of Lot 6 and Lot 9, said Block Two, Whisper Wood I, for an angle point hereof;
7) **N21°29'48"W**, a distance of **569.71** feet to a 60D nail found in the east line of Lot 9, said Block Two, Whisper Wood I, being the southwest corner of a portion of a called 381.90 acre tract conveyed to RBR Family Partnership, LTD. In Document No. 2012106795 (O.P.R.W.C.T.) for the northwest corner of said 532.54 acre tract and for the northwest corner hereof;

THENCE, with the common line of said 532.54 acre tract and said portion of a called 381.90 acre tract, the following two (2) courses and distances:

1) **N68°57'44"E**, a distance of **615.56** feet to a 1/2-inch iron rod found for an angle point hereof;
2) **N68°57'27"E**, a distance of **614.72** feet to a 1/2-inch iron rod found for the common south corner of said portion of a called 381.90 acre tract and a called 14.97 acre tract of land conveyed to RBR Family Partnership, LTD. in Document No. 2012106795 (O.P.R.W.C.T.), for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said 14.97 acre tract, the following two (2) courses and distances:

1) **N69°06'12"E**, a distance of **354.73** feet to a 1/2-inch iron rod with "5781" cap found for an angle point hereof;
2) **N69°07'02"E**, a distance of **80.03** feet to a 5/8-inch iron rod found for the common south corner of said 14.97 acre tract and a called 15.00 acre tract of land described in "Exhibit A" conveyed to Richard J. Hinds and Betty A. Hinds in Document No. 2010055992 (O.P.R.W.C.T.) for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said 15.00 acre tract, **N69°10'32"E**, a distance of **435.80** feet to a 5/8-inch iron rod found for the common south corner of said 15.00 acre tract and a called 20.00 acre tract of land conveyed to Jose E. Sanchez and Patricia Tello in Document No. 2023076488 (O.P.R.W.C.T.) for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said 20.00 acre tract, the following three (3) courses and distances:

1) **N69°10'26"E**, a distance of **435.53** feet to a 1/2-inch iron rod found for an angle point hereof;
2) **N69°00'21"E**, a distance of **58.03** feet to a 1/2-inch iron rod found for an angle point hereof;
3) **N69°05'25"E**, a distance of **377.06** feet to a 5/8-inch iron rod found for the common south corner of said 20.00 acre tract and a called 15.00 acre tract of land described in "Exhibit A" conveyed to Marion Eugene Lamkin and Katherine L. Arnold in Document No. 2007026088 (O.P.R.W.C.T.) for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said 15.00 acre Lamkin and Arnold tract, **N69°10'03"E**, a distance of **435.41** feet to a 1/2-inch iron rod found for the common south corner of said Lamkin and Arnold tract and a called 19.3052 acre tract of land conveyed to Alexander Rankin McMillon in Document No. 2013113652 (O.P.R.W.C.T.) for an angle point hereof

THENCE, in part with the common line of said 532.54 acre tract, said 96.40 acre Yearwood tract, said 19.3052 acre tract, and a called 122.13 acre tract of land conveyed to Jay L. Willman and Catherine M. Willman in Document No. 2023070705 (O.P.R.W.C.T.), the following nine (9) courses and distances:

1) **N69°08'40"E**, a distance of **187.55** feet to a 1/2-inch iron rod with "Forest RPLS 1847" cap found for the northwest corner of said 96.40 acre tract, for an angle point in the north line of said 532.54 acre tract and for an angle point hereof;
2) **N69°05'44"E**, passing at a distance of 426.06 feet, a 1/2-inch iron rod with "1847" cap found for the common south corner of said 19.3052 acre tract and said 122.13 acre tract, for an angle point in the north line of said 96.40 acre tract, continuing in all a distance of **520.26** feet to a 1/2-inch iron rod found for an angle point in the common line of said 96.40 acre tract and said 122.13 acre tract for an angle point hereof;
3) **N69°00'05"E**, a distance of **615.04** feet to a 3/8-inch iron rod found for an angle point hereof;
4) **N69°05'59"E**, a distance of **1,058.95** feet to a 1/2-inch iron rod with an illegible cap found for an angle point hereof;
5) **N69°04'56"E**, a distance of **805.10** feet to a 1/2-inch iron rod with "Forest RPLS 1847" cap found in the south line of said 122.13 acre tract, for the northeast corner of said 96.40 acre tract, for an angle point in the north line of said 532.54 acre tract and for an angle point hereof;
6) **N69°09'02"E**, a distance of **216.75** feet to a 1/2-inch iron rod found for an angle point hereof;
7) **N68°37'16"E**, a distance of **216.25** feet to a 60D nail found for an angle point hereof;
8) **N68°51'08"E**, a distance of **55.44** feet to a 60D nail found for an angle point hereof;
9) **N69°35'50"E**, a distance of **600.51** feet to a 1/2-inch iron rod found for an angle point hereof;

THENCE, in part with the common line of said 532.54 acre tract, said 122.13 acre tract, a called 12.99 acre tract of land described as "Tract 1" conveyed to 95 Florence Properties, LLC in Document No. 2023064289 (O.P.R.W.C.T.), a called 10.00 acre tract of land described as "Tract 13" conveyed to Rodrigo's Custom Homes, LLC in Document No. 2024019270 (O.P.R.W.C.T.), and a called 10.00 acre tract of land described as "Tract 14" conveyed to Rodrigo's Custom Homes, LLC in Document

No. 2024019270 (O.P.R.W.C.T.), **N69°09'28"E**, passing at a distance of 51.46 feet, a 1/2-inch iron rod found for the common south corner of said 122.13 acre tract, and said 12.99 acre tract, passing at a distance of 417.64 feet a cotton spindle found for the common south corner of said 12.99 acre tract and said 10.00 acre "Tract 13", passing at a distance of 758.95 feet, a cotton spindle found for the common south corner of said 10.00 acre "Tract 13" and said 10.00 acre "Tract 14", continuing in all a distance of **1,171.15** feet to a 1/2-inch iron rod found for the common south corner of said 10.00 acre "Tract 14" and a called 17.24 acre tract of land conveyed to Patrick E. Hillary Jr. in Document No. 2020041857 (O.P.R.W.C.T.), for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said 17.24 acre tract of land, the following two (2) courses and distances:

1) **N69°07'06"E**, a distance of **331.27** feet to a 1/2-inch iron rod found for an angle point hereof;
2) **N69°08'46"E**, a distance of **577.66** feet to a 1/2-inch iron rod found for the common south corner of said 17.24 acre tract and The Amended Liquor Place, a subdivision in Williamson County, Texas recorded in Cabinet M, Slide 168 (P.R.W.C.T.), for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said The Amended Liquor Place, **N69°04'07"E**, a distance of **395.35** feet to a 1/2-inch iron rod with an illegible cap found in the southwest right-of-way line of said Rattlesnake Road, for the northernmost corner of said 532.54 acre tract and for the northernmost corner hereof;

THENCE, with the southwest right-of-way line of said Rattlesnake Road and the northeast line of said 532.54 acre tract, the following four (4) courses and distances:

1) **S67°54'10"E**, a distance of **230.36** feet to a TXDOT concrete monument found, for a non-tangent point of curvature hereof;
2) Along the arc of a curve to the left, whose radius is **5,779.58** feet, whose arc length is 285.79 feet and whose chord bears **S69°15'01"E**, a distance of **285.76** feet to a TXDOT concrete monument found for an angle point hereof;
3) **S70°40'58"E**, a distance of **1,094.05** feet to a TXDOT concrete monument found for an angle point hereof;
4) **S70°42'26"E**, a distance of **1,042.27** feet to the **POINT OF BEGINNING** and containing 728.3636 Acres (31,727,520 Square Feet) of land, more or less.

NOTE:

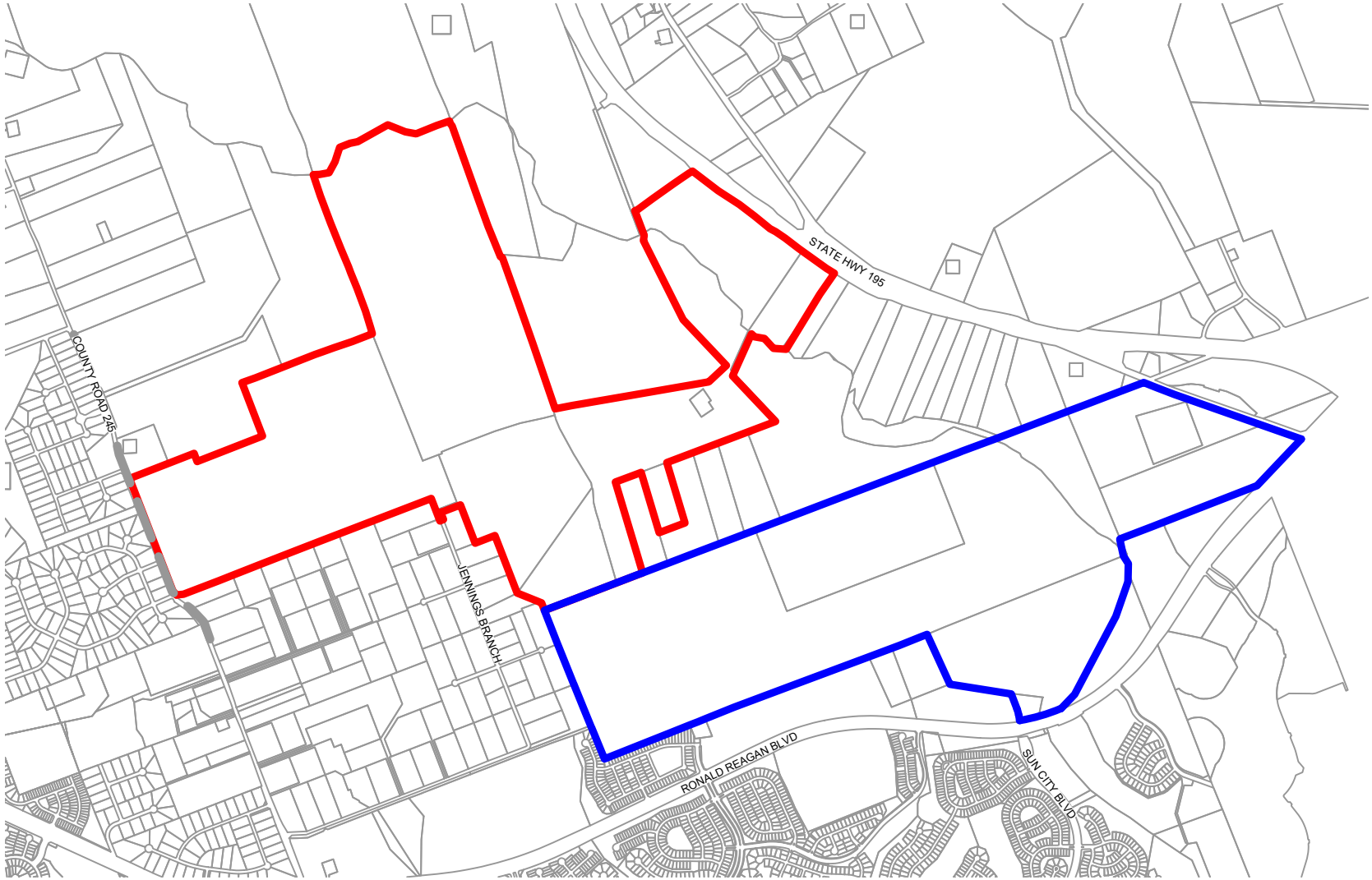
All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203). See attached sketch (reference drawing: 00088.dwg).

3/31/2026

Fernando Perez, RPLS #7041
Capital Surveying Company

STATE OF TEXAS
REGISTERED
FERNANDO PEREZ
7041
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A-2
LOCATION MAP



LEGEND

ROCKBLUFF BOUNDARY- 854.77 ACRES

YEARWOOD BOUNDARY- 728.36 ACRES

SCALE: 1" = 2500'
GRAPHIC SCALE IN FEET
0 1250 2500 5000

PROJECT:	1622-12068	DRAWN BY:	MAL
DATE:	6/23/2026	CHECKED BY:	JAB

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1622 FREEHOLD\12068 YEARWOOD TRACT\CAD\EXHIBITS\2026-0622 - EXHIBIT A-2 LOCATION MAP.DWG DATE: 6/23/2026 10:16:58 AM BY: MLELAND

EXHIBIT B
Additional Land Development Standards

A. Land Use Areas and Required Unit Mix. The type of development within the Land must be in compliance with the Conceptual Land Use Plan shown in color and development type description in the legend on the Land Plan attached as ***Exhibit P*** to the Consent Agreement.

In addition, to achieve housing type diversification, the following mix of housing types and Lot sizes is required:

UNIT MIX	
Housing Type/Lot Size	**Required Percentage (out of maximum of 1,894 Dwelling Units)**
Duplex/Townhome	0-15%
45' Wide Single Family Lots	15% - 40%
50' to 55' Wide Single Family Lots	35% to 45%
60'+ Wide Single Family Lots	15% to 35%

B. Residential Setbacks and Development Standards.

Development Standards	**RS** (Single Family, Detached)	**RM** (Single Family, Attached)	**RM** (Townhome)	
Access	Front	Front	Front	Alley
Lot Size, Minimum Square Feet	5,100	3,000	2,240	1,300
Lot Width, Minimum	45'	30'	22'	18'
Corner/End lot width, minimum	55'	40'	32'	28'
Front/primary street setback, minimum	20'	20'	15'	10'
Corner side/secondary street setback, minimum	15'	15'	15'	10'
Street-facing garage setback, minimum	20'	20'	20'	N/A
Side setback, minimum	5'	5'	N/A	N/A
Shared/Passive wall side setback, minimum	N/A	N/A	0	0
Non-shared/Active wall side setback,	N/A	N/A	5'	5'

minimum				
Rear setback, minimum	10'	10'	10'	10'
Building height, maximum	35'	35'	35'	35'
Front Porch Setback	15'	15'	N/A	N/A

C. Architectural Standards for Residential.

(1) Exterior Material Treatment.

a) 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 and board and batten siding (exclusive of roofs, eaves, dormers, soffits, windows, doors, gables, garage doors, decorative trim and trimworks); and

b) 85% of the side and rear elevations not facing a public right-of-way shall consist brick, stone or stucco on the first floor (exclusive of windows, doors or other openings) and brick, stone, stucco or cement-based siding on the second floor; and

c) 85% of street-facing side of homes that back onto or are adjacent to arterial roads or residential collectors shall consist of brick, stone, or stucco on the street-facing side (exclusive of windows, doors, or other openings).

For clarity, Hardie® products do not qualify as materials than can be used to meet the foregoing requirements. Except for second floor applications as defined in B.1.

(2) Front Elevation Features. The front elevation of all single family structures shall contain wall plane articulation. No elevations shall be a single wall plane across the entire width of the front elevation. Each front elevation shall contain a minimum of two (2) of the following elements, to be identified on the architectural plans submitted for building permit:

a) A minimum of two (2) wall planes on the front elevation, offset a minimum of 18 inches.

b) Covered front porch or patio with a minimum size of 60 square feet.

c) A side-entry or swing-in garage entry (for garage doors that do not face the front street).

d) A garage door recessed from the primary front façade a minimum of four (4) feet (for garage doors that face the front street).

e) Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house).

f) Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail.

g) A combination of at least two (2) roof types (e.g., hip and gable) or two different roof planes of varying height and/or direction.

h) Two (2) or more masonry finishes to compliment the architectural style of the home.

i) The addition of one (1) or more dormers on the front elevation to complement the architectural style of the home.

D. Architectural Standards for Non- Residential. 100% of the exterior surface area shall consist of brick, stone, or stucco and board and batten siding (exclusive of windows, doors, or other openings).

E. Special Provisions for Lots Bordering Concrete Batch Plant Site. Lots that share a property line with the Concrete Batch Plant Site (32501 Ronald W. Reagan Blvd., Georgetown, Texas) must have a minimum backyard depth of 80 feet, measured from the foundation of the house to the farthest point along the back fence. Trees that provide a natural buffer to the concrete batch plant site will remain uncleared by the developer and homebuilder. All other clearing of vegetation will be allowed.

F. Other Variances.

a) Cul-de-Sac Increased Length – Due to quarry and floodplain constraints, two (2) Cul-de-Sacs, as shown on the Conceptual Transportation Plan attached as ***Exhibit H*** to the Consent Agreement, may exceed length and lot frontage requirements in the UDC.

b) Mid-block crossing in Phase 1 is not required, as shown on the Conceptual Transportation Plan attached as ***Exhibit H*** to the Consent Agreement.

EXHIBIT C

METES AND BOUNDS DESCRIPTION

FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 2.353 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 60D nail found monumenting the northeast corner of Lot 35, Block A, Somerset Hills Phase A Replat, recorded in Document No. 2025044670 of the Official Public Records of Williamson County, Texas and the southeast corner of the called 1.409 acre tract of land conveyed to the City of Georgetown, recorded in Document No. 2004025917 of the Official Public Records of Williamson County, Texas, same being on the west boundary line of said 532.34 acre PIA Capital, LLC – Series Tract II tract, for the **POINT OF BEGINNING** hereof, from which an iron rod found with cap marked “MCKIM & CREED” monumenting the northwest corner of Lot 33, Block A of said Somerset Hills Phase A, Replat and the northeast corner of Lot 2, Block A, Somerset Hills Parcel 5 Final Plat, recorded in Document No. 2022119426 of the Official Public Records of Williamson County, Texas, same being on the south boundary line of said 1.409 acre City of Georgetown tract, bears S 68°24’56” W for a distance of 309.60 feet;

THENCE, **N 22°18’43” W** with the east boundary line of said 1.409 acre City of Georgetown tract and said west boundary line of the 532.34 acre PIA Capital, LLC – Series Tract II tract for a distance of **23.42 feet** to a 1/2" iron rod found monumenting the southeast corner of Lot 3, Block Two, Whisper Wood I, a subdivision recorded in Cabinet I, Slides 102-103 of the Plat Records of Williamson County, Texas, for the northwest corner hereof, from which a 1/2" iron rod found monumenting an angle point on the east boundary line of said Lot 3, Block Two, Whisper Wood I same being on said west boundary line of the 532.24 acre PIA Capital, LLC - Series Tract II tract, bears N 22°34’30” W, passing at a distance of 0.83 feet the calculated northwest corner of said 1.409 acre City of Georgetown tract, in all a total distance of 320.76 feet;

THENCE, through the interior of said 532.34 acre PIA Capital, LLC - Series Tract II tract, the following nine (9) courses and distances:

1. **N 67°41’17” E** for a distance of **20.00 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" for the most northerly northeast corner hereof;

2. **S 22°18’43” E** for a distance of **23.42 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING";

3. **S 22°21’16’ E** for a distance of **512.62 feet** to a cotton gin spindle set for an interior ell corner hereof;

4. **N 68°09’17” E** for a distance of **1433.71 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING";

5. **N 68°05’35” E** for a distance of **265.11 feet** to PK nail set;

6. **N 68°09’31’ E** for a distance of **485.58 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING";

7. **N 69°25’58” E** for a distance of **2272.45 feet** to a cotton gin spindle set;

8. **N 69°26’09” E** for a distance of **111.90 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" for the most easterly northeast corner hereof;

9. **S 20°33’51” E** for a distance of **20.00 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the north 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, same being on the south boundary line of said 532.34 acre PIA Capital, LLC – Series Tract II tract, for the southeast corner hereof, from which 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 the called 12.7586 acre tract of land (Exhibit B) conveyed to the City of Georgetown, Texas, recorded in said Document No. 2009060884, same being on said south boundary line of the 532.34 acre PIA Capital, LLC – Series Tract II tract, bears N 69°26’09” E for a distance of 280.57 feet;

THENCE, **S 69°26’09” W** with said south boundary line of the 532.34 acre PIA Capital, LLC – Series Tract II tract, same being with said north boundary line of the 7.2414 acre City of Georgetown, Texas tract, for a distance of **111.90 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 northeast corner of Lot 103, Block A, Somerset Hills Phase B, a subdivision recorded in Document No. 2025044853 of the Official Public Records of Williamson County, Texas;

THENCE, **S 69°25’58” W** with said south boundary line of the 532.34 acre PIA Capital, LLC – Series Tract II tract and the north boundary line of said Lot 103, Block A, Somerset Hills Phase B, passing at a distance of 1232.34 feet a 1/2" iron rod found, in all a total distance of **2272.23 feet** to a 60d nail set in a 6” cedar post, from which a 60D nail found bears N 58°09’27” E for a distance of 1.17 feet;

THENCE, **S 68°09’31” W** continuing with said south boundary line of the 532.34 acre PIA Capital, LLC – Series Tract II tract and the north boundary line of said Lot 103, Block A, Somerset Hills Phase B, for a distance of **485.34 feet** to an iron rod found with illegible cap monumenting the northwest corner of said Lot 103, Block A, Somerset Hills Phase B and the northeast corner of the called 1.616 acre tract of land conveyed to the City of Georgetown, recorded in Document No. 2003110378 of the Official Public Records of Williamson County, Texas, from which an 1/2" iron rod found monumenting an angle point on the west boundary line of Lot 76, Block A of said Somerset Hills Phase B and the east boundary line of said 1.616 acre City of Georgetown tract, bears S 22°05’09” E for a distance of 72.72 feet;

THENCE, **S 68°05'35" W** with said south boundary line of the 532.34 acre PIA Capital, LLC – Series Tract II tract and the north boundary line of said 1.616 acre City of Georgetown tract, for a distance of **265.13 feet** to an iron rod found with cap marked "SURVCON-INC" monumenting the northwest corner of said 1.616 acre City of Georgetown tract and the northeast corner of Lot 69, Block A of said Somerset Hills Phase A, Replat, from which a 1/2" iron rod found monumenting an angle point on the west boundary line of said 1.616 acre City of Georgetown tract and the east boundary line of said Lot 69, Block A, Somerset Hills Phase A, Replat, bears S 22°11'33" E for a distance of 72.86 feet;

THENCE, **S 68°09'17" W** with said south boundary line of the 532.34 acre PIA Capital, LLC – Series Tract II tract and the north boundary line of said Somerset Hills Phase A, Replat, passing at a distance of 347.56 feet a 60D nail found 0.98' south of this line, passing at an additional 954.36 feet an iron rod found with cap marked "G&R SURVEYING", 0.88' north of this line, continuing for an additional distance of 151.61 feet for a total distance of **1453.53 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the southwest corner of said 532.34 acre PIA Capital, LLC – Series Tract II and an angle point on the northerly boundary line of Lot 46, Block A of said Somerset Hills Phase A, Replat, for the southwest corner hereof, from which a 60D nail found in a 10" cedar post, bears N 41°33'04" E for a distance of 2.16 feet;

THENCE, **N 22°21'16" W** with said west boundary line of the 532.34 acre PIA Capital, LLC – Series Tract II and an easterly boundary line of said Somerset Hills Phase A, Replat, for a distance of **532.46 feet** to the **POINT OF BEGINNING** and containing 2.353 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

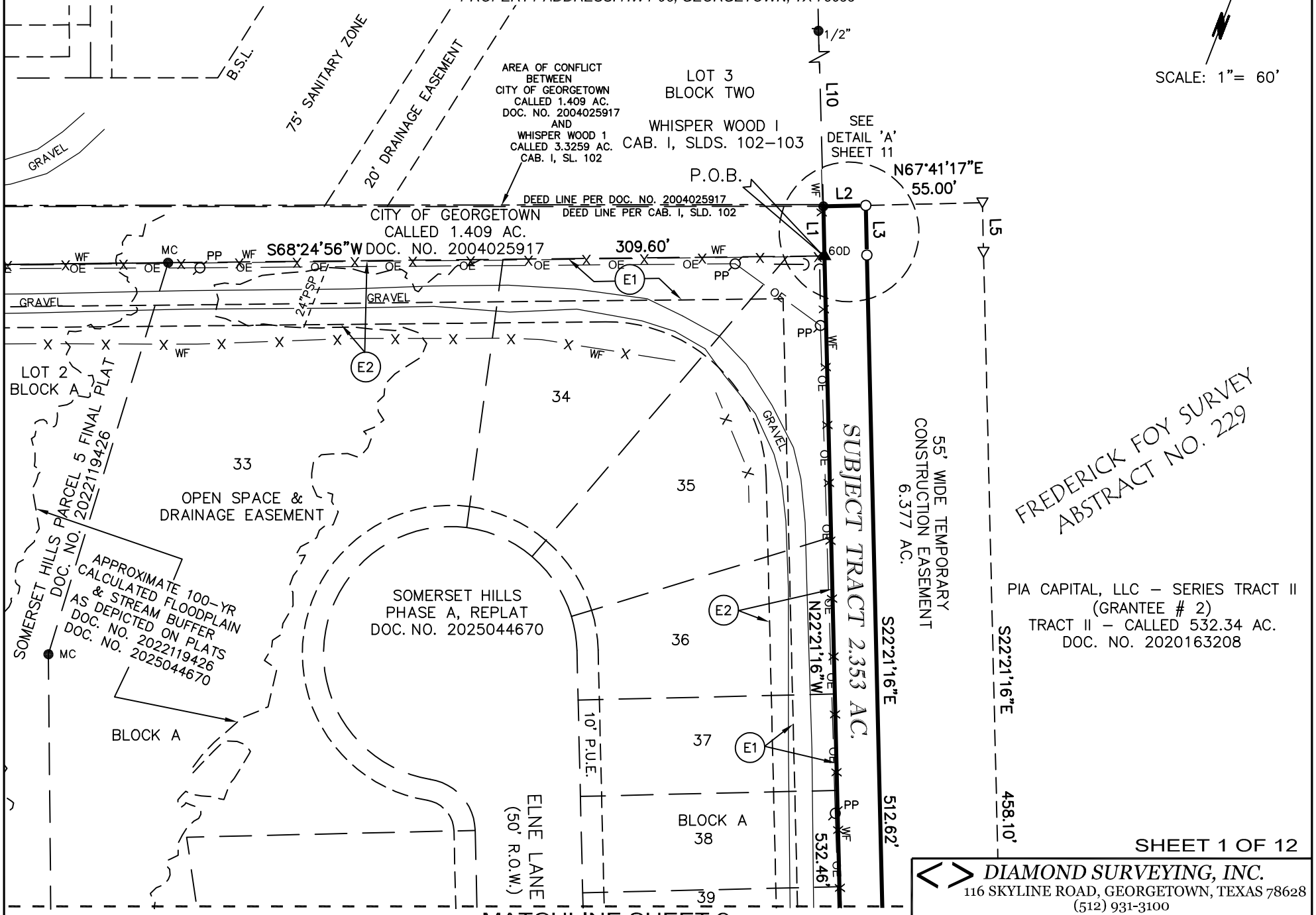
May 27, 2026

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__EASEMENTS STANDARD LAND SURVEYS\PIA CAPITAL SERIES TRACT II REVISED PERMANENT ESMT M&B 20260527.doc

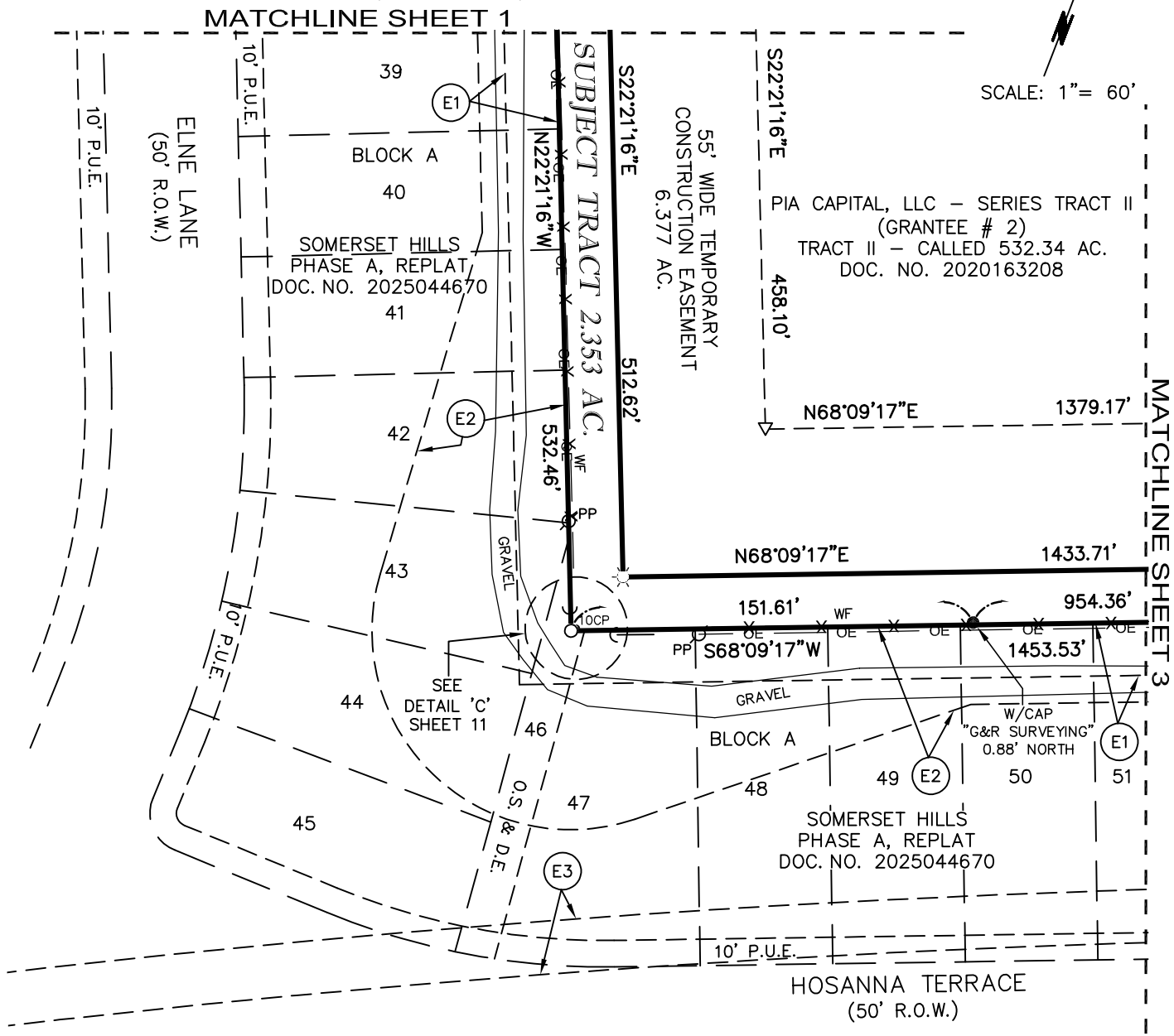
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



SHEET 1 OF 12

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

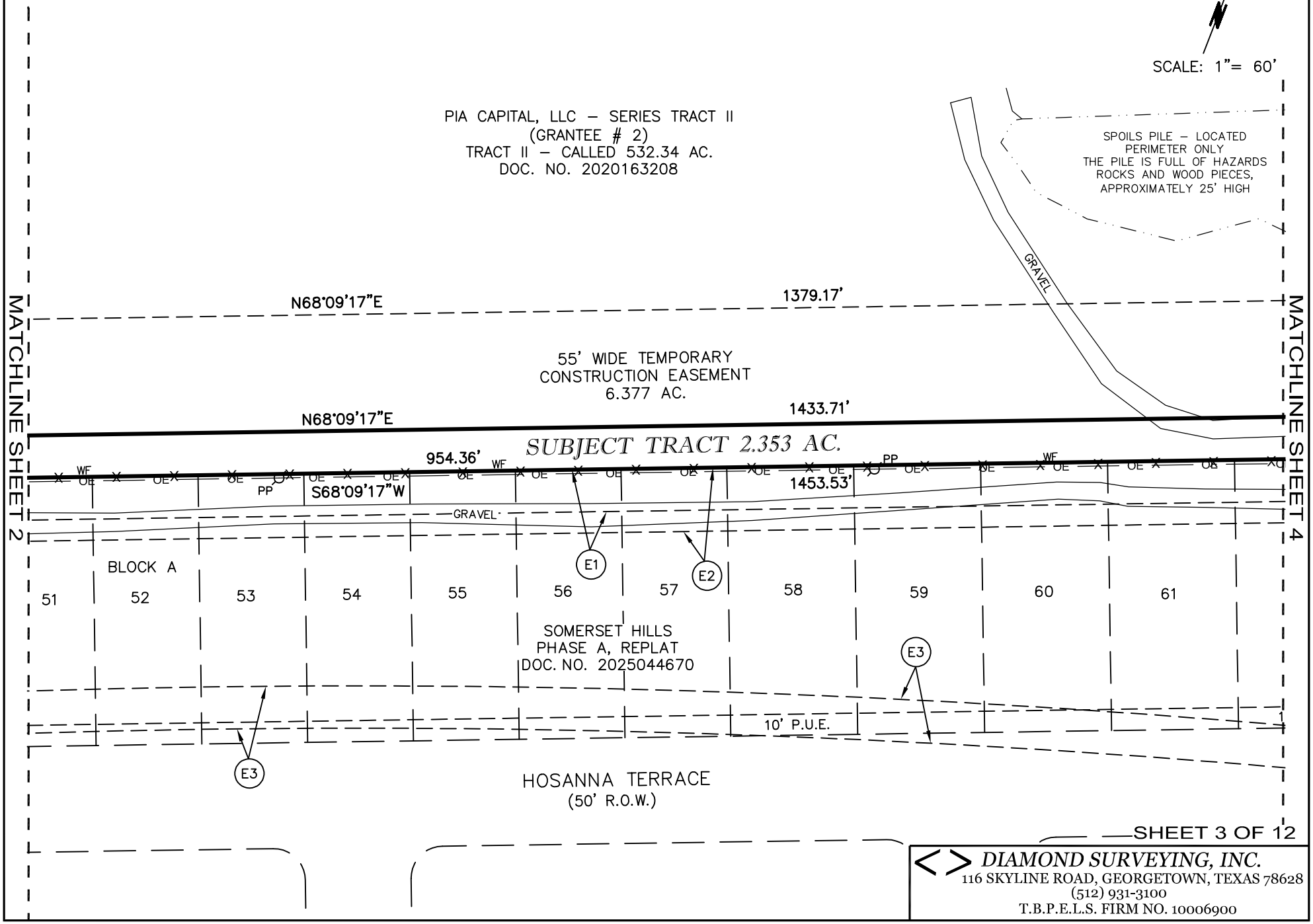
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



SHEET 2 OF 12

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

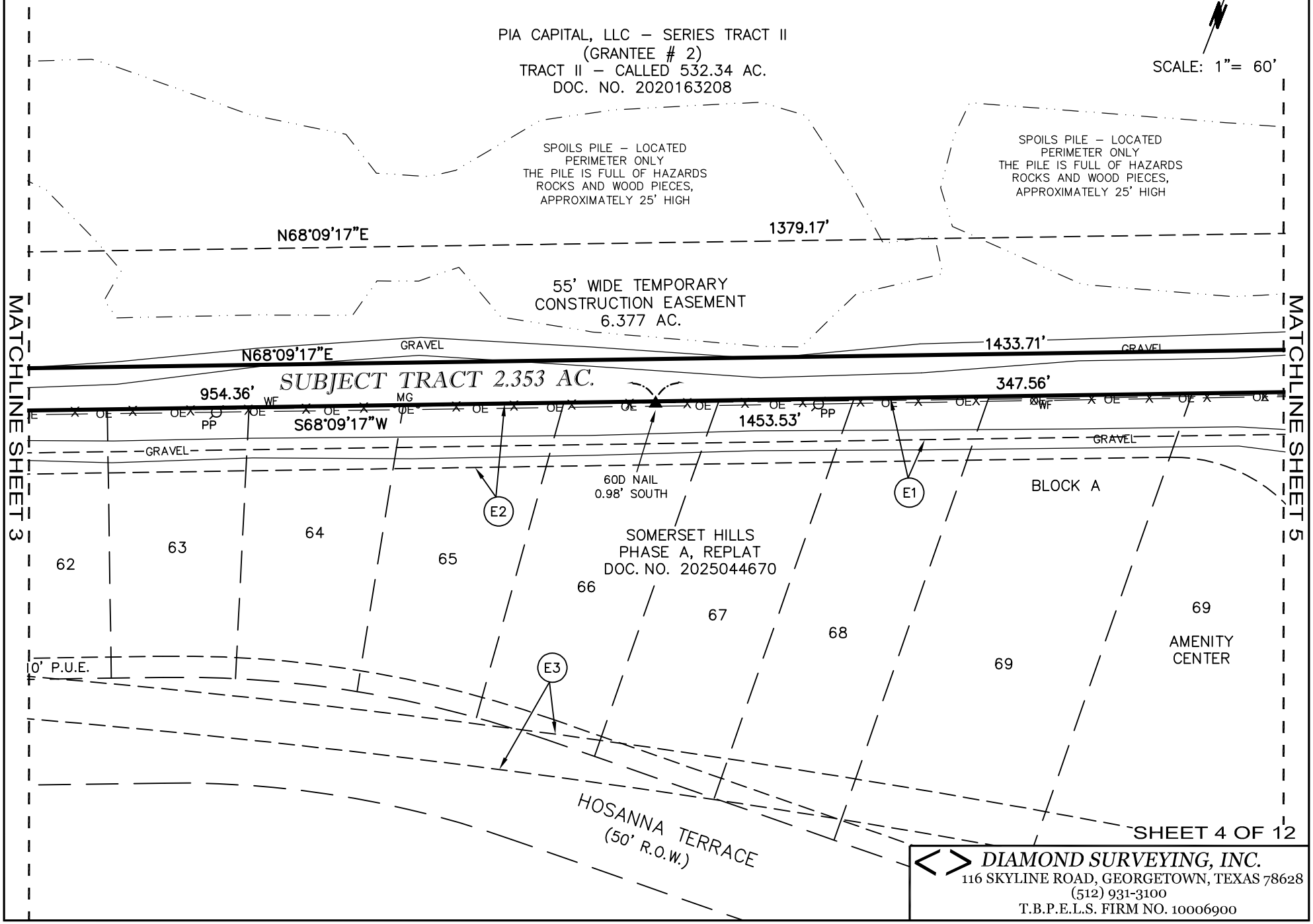
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



SHEET 3 OF 12

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

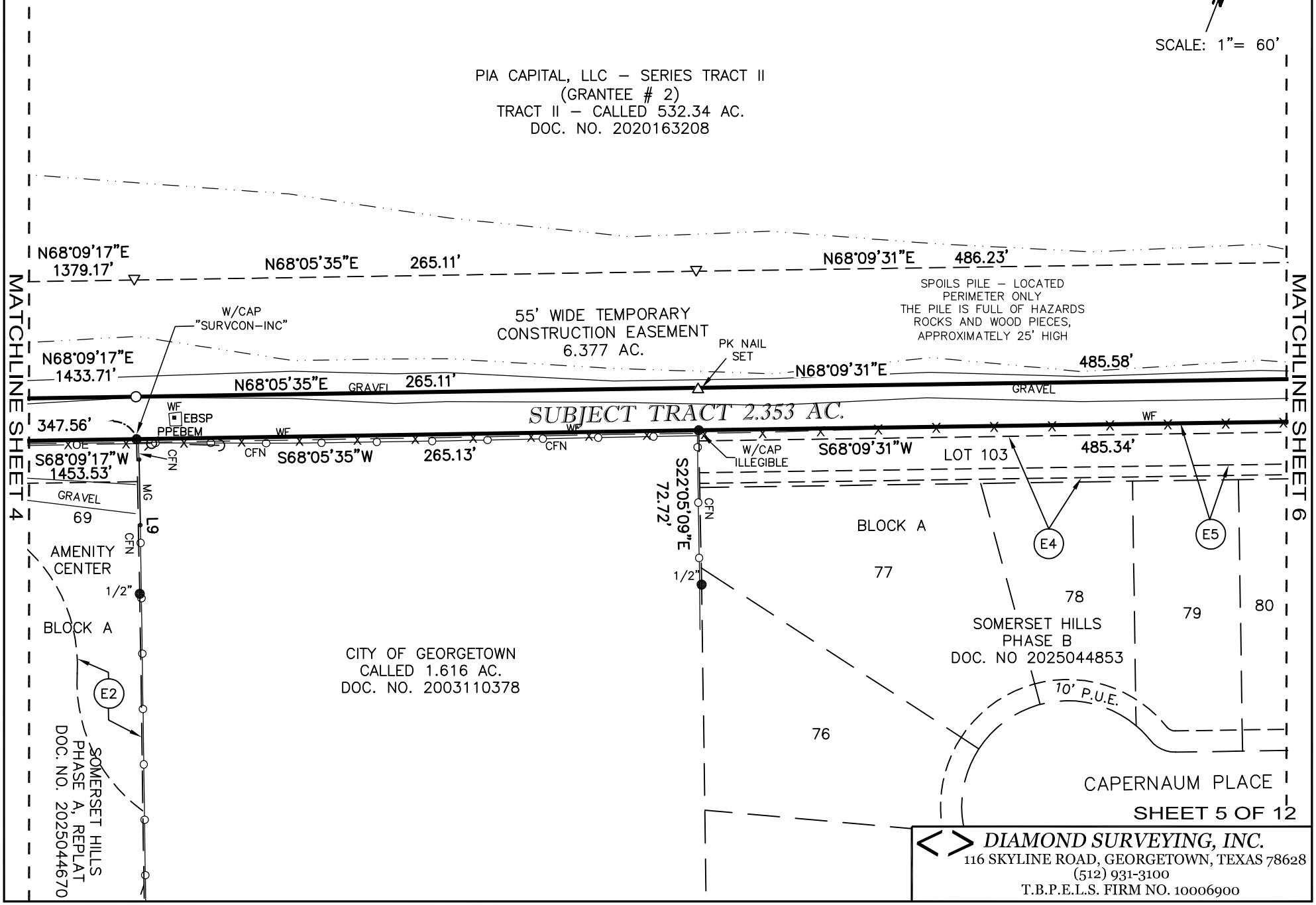
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



SHEET 4 OF 12

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

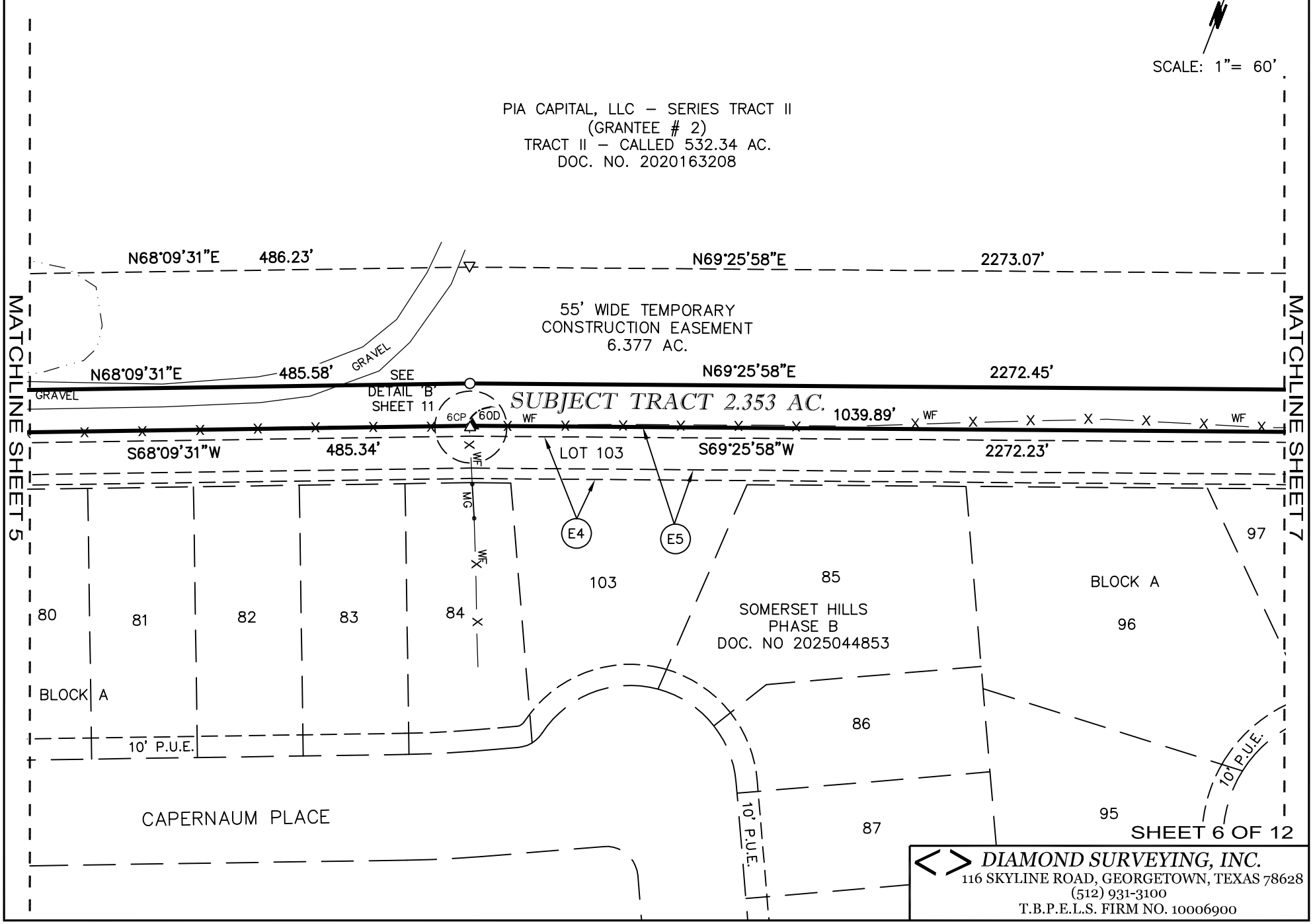
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



SHEET 5 OF 12

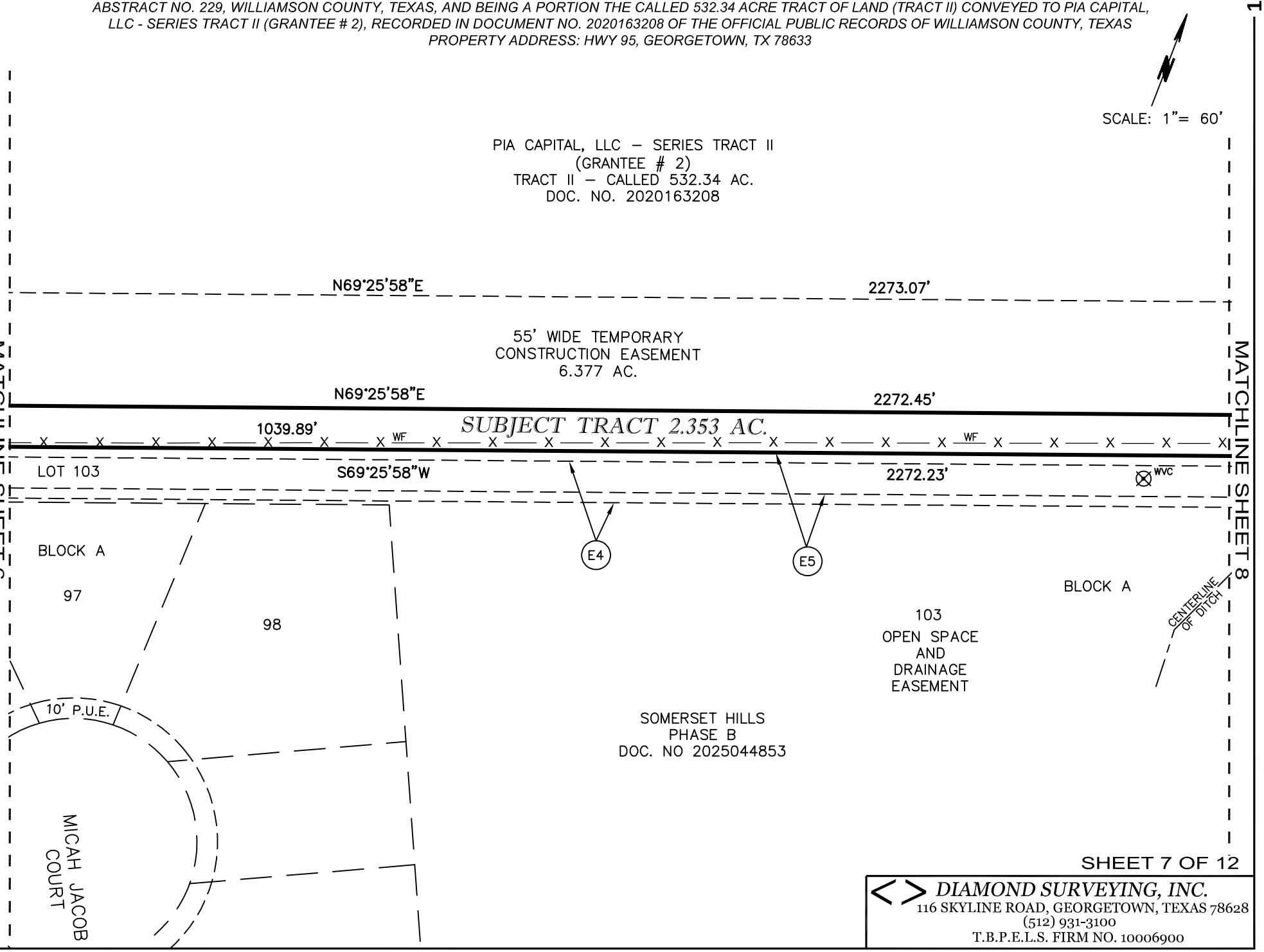
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

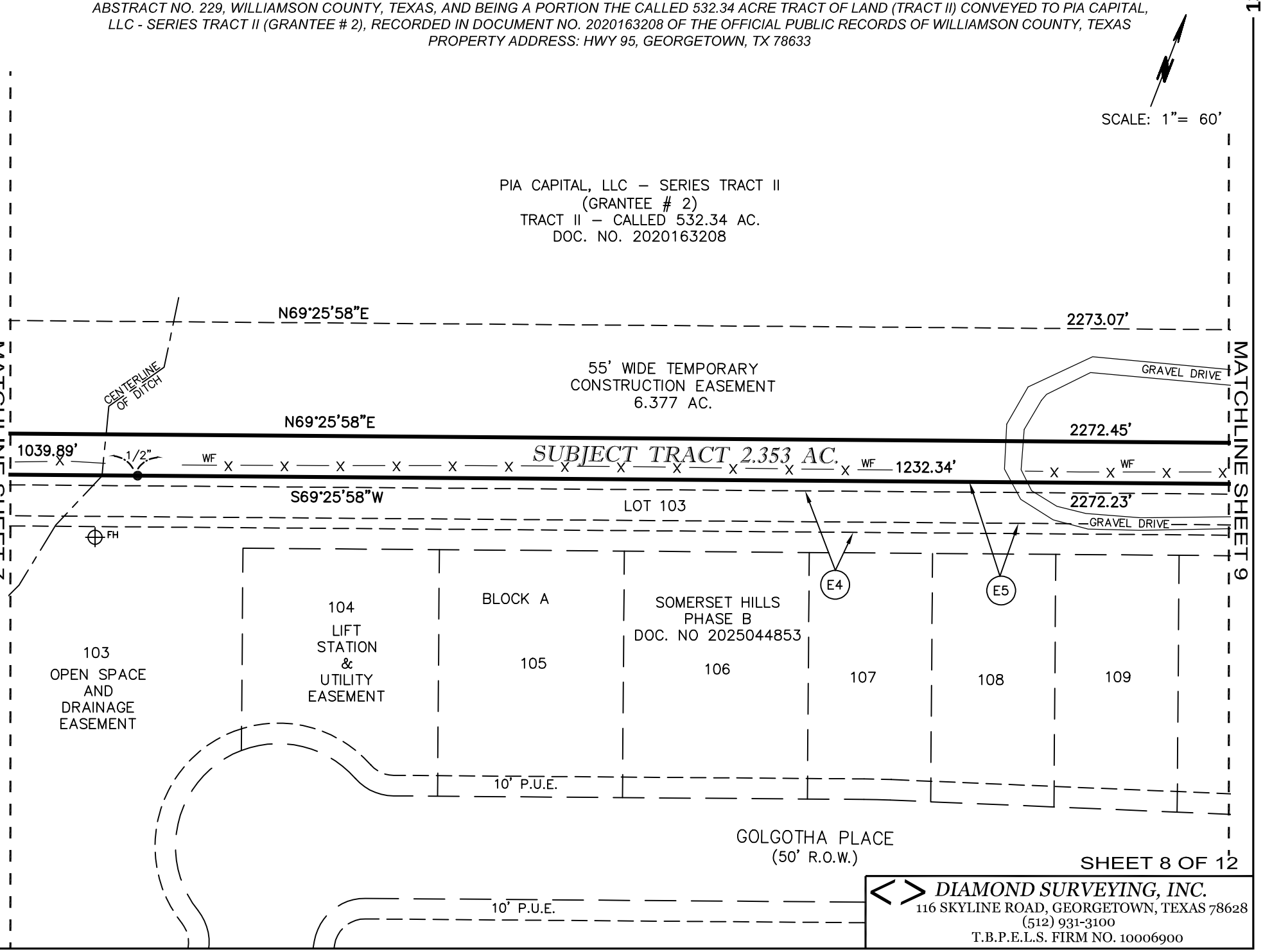
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



SHEET 7 OF 12

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

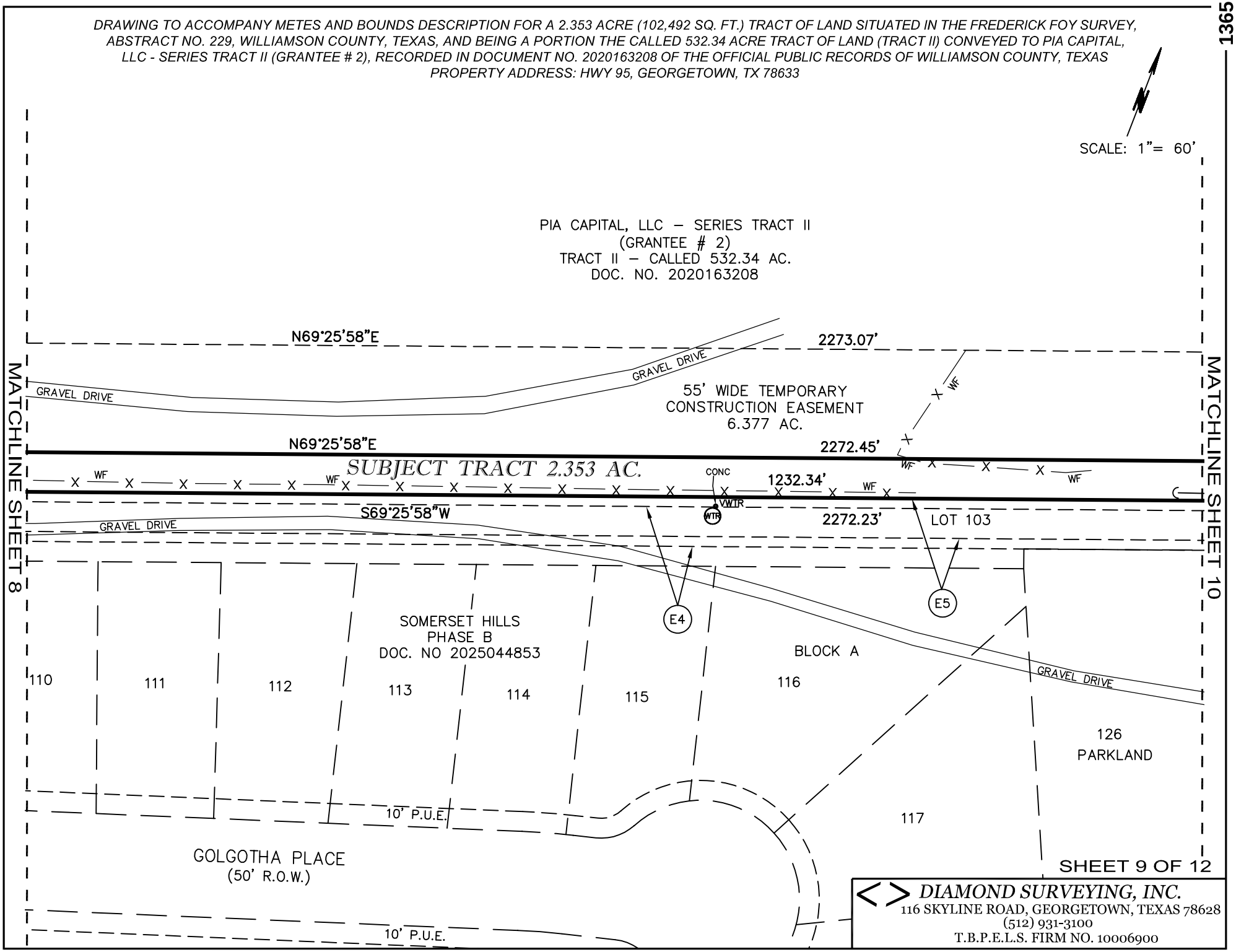
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



SHEET 8 OF 12

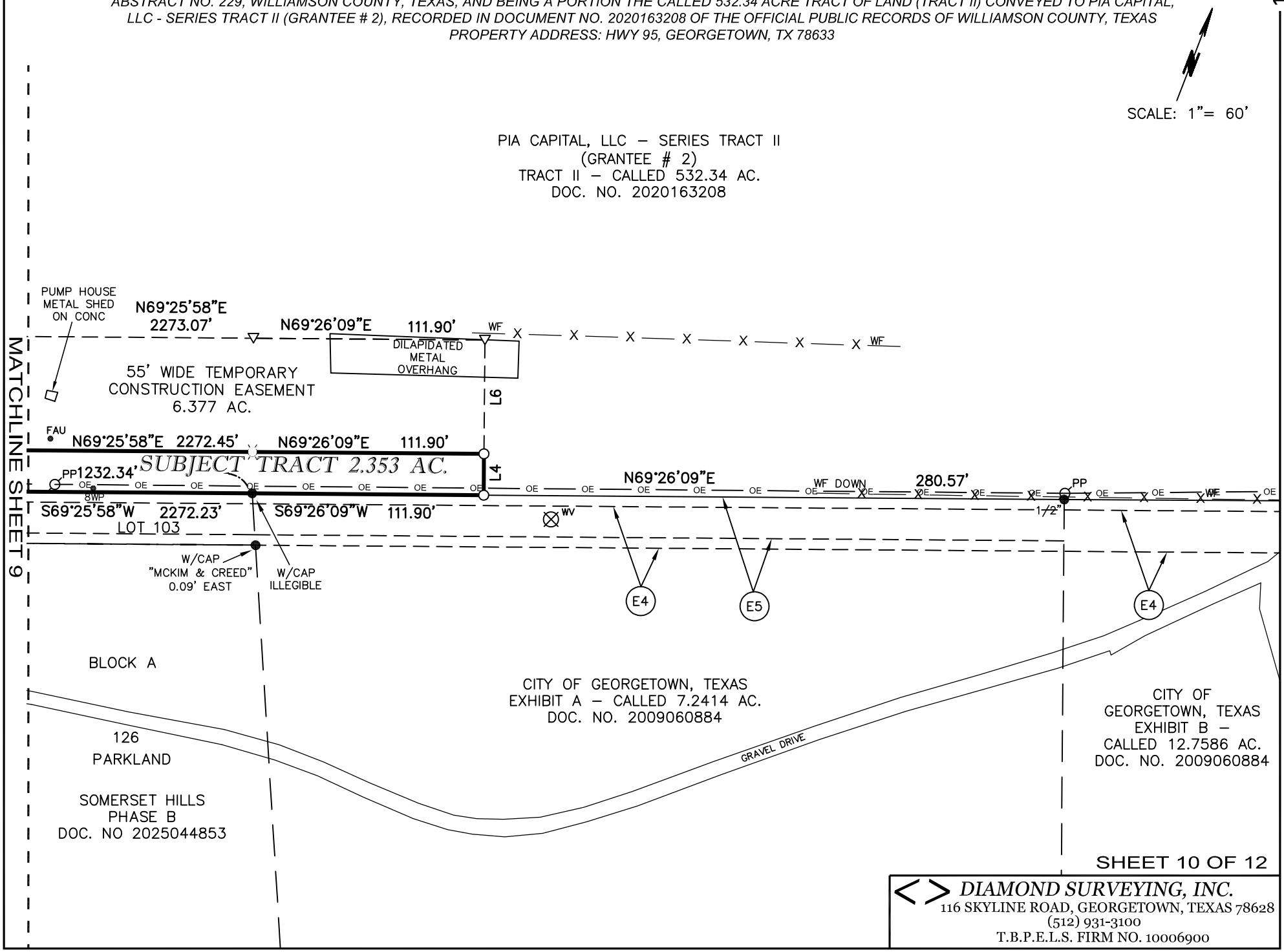
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

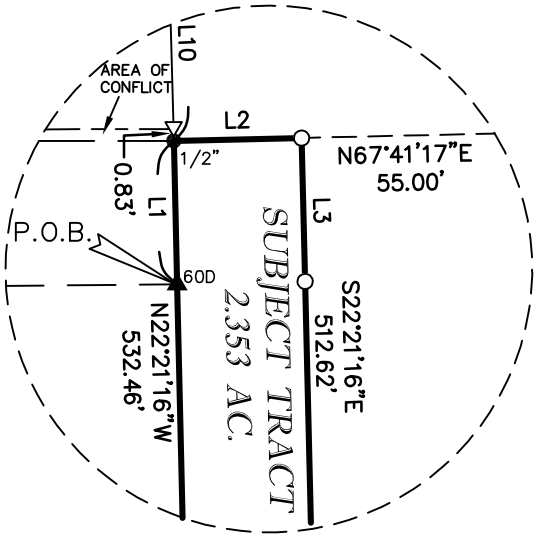
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



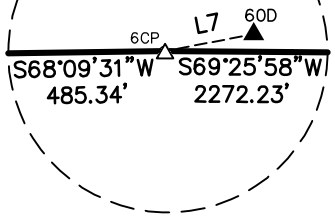
SHEET 10 OF 12

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

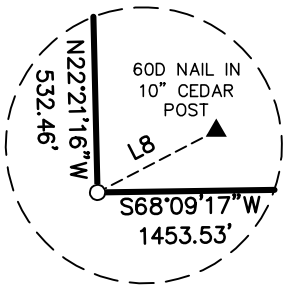
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE #2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



DETAIL 'A'
(1" = 30')



DETAIL 'B'
(NOT TO SCALE)



DETAIL 'C'
(NOT TO SCALE)

LEGEND

●	IRON ROD FOUND
●MC	IRON ROD FOUND WITH CAP MARKED "MCKIM & CREED"
▲60D	60D NAIL FOUND
○	IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
△	60D NAIL SET (UNLESS NOTED)
☼	COTTON GIN SPINDLE SET
▽	CALCULATED POINT
PP	POWER POLE
PPEBEM	POWER POLE WITH ELECTRIC BOX AND ELECTRIC METER
	GUY ANCHOR
EBSP	ELECTRIC BOX WITH SOLAR PANEL
FH	FIRE HYDRANT
WTR	WATER MANHOLE
WVC	WATER VALVE IN CONCRETE
VWTR	WATER VENT PIPE
FAU	SPRINKLER HEAD
6CP	6" CEDAR POST
10CP	10" CEDAR POST
8WP	8" WOOD POST
—— X —— X ——	WIRE FENCE (WF)
—o—o—	CHAIN LINK FENCE (CFN)
—— OE —— OE ——	OVERHEAD ELECTRIC LINE
CONC	CONCRETE
PSP	PLASTIC STORM PIPE
MG	METAL GATE
D.E.	DRAINAGE EASEMENT
O.S.	OPEN SPACE
B.S.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE #2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633

LINE	BEARING	DISTANCE
L1	N22°18'43"W	23.42'
L2	N67°41'17"E	20.00'
L3	S22°18'43"E	23.42'
L4	S20°33'51"E	20.00'
L5	S22°18'43"E	23.39'
L6	S20°33'52"E	55.00'
L7	N58°09'27"E	1.17'
L8	N41°33'04"E	2.16'
L9	S22°11'33"E	72.86'
L10	N22°34'30"W	320.76'

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' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NOS. 48491C0275E AND 48491C0280E, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.

4) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

EASEMENT LEGEND

E1	CITY OF GEORGETOWN ELECTRIC UTILITY EASEMENT CALLED 3.3259 AC. DOC. NO. 2008048277
E2	CITY OF GEORGETOWN, TEXAS TEMPORARY ACCESS EASEMENT EXHIBIT A – CALLED 2.776 AC. DOC. NO. 2003087320
E3	CITY OF GEORGETOWN, TEXAS TEMPORARY DRAINAGE EASEMENT EXHIBIT B – CALLED 0.9267 AC. DOC. NO. 2003087320
E4	CITY OF GEORGETOWN UTILITY EASEMENT CALLED 6.411 AC. DOC. NO. 2007010860
E5	CITY OF GEORGETOWN ELECTRIC UTILITY EASEMENT CALLED 1.4461 AC. DOC. NO. 2008048277

To: PIA CAPITAL, LLC - Series Tract II and 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 19, 2026. 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 1B, CONDITION III STANDARD LAND 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.

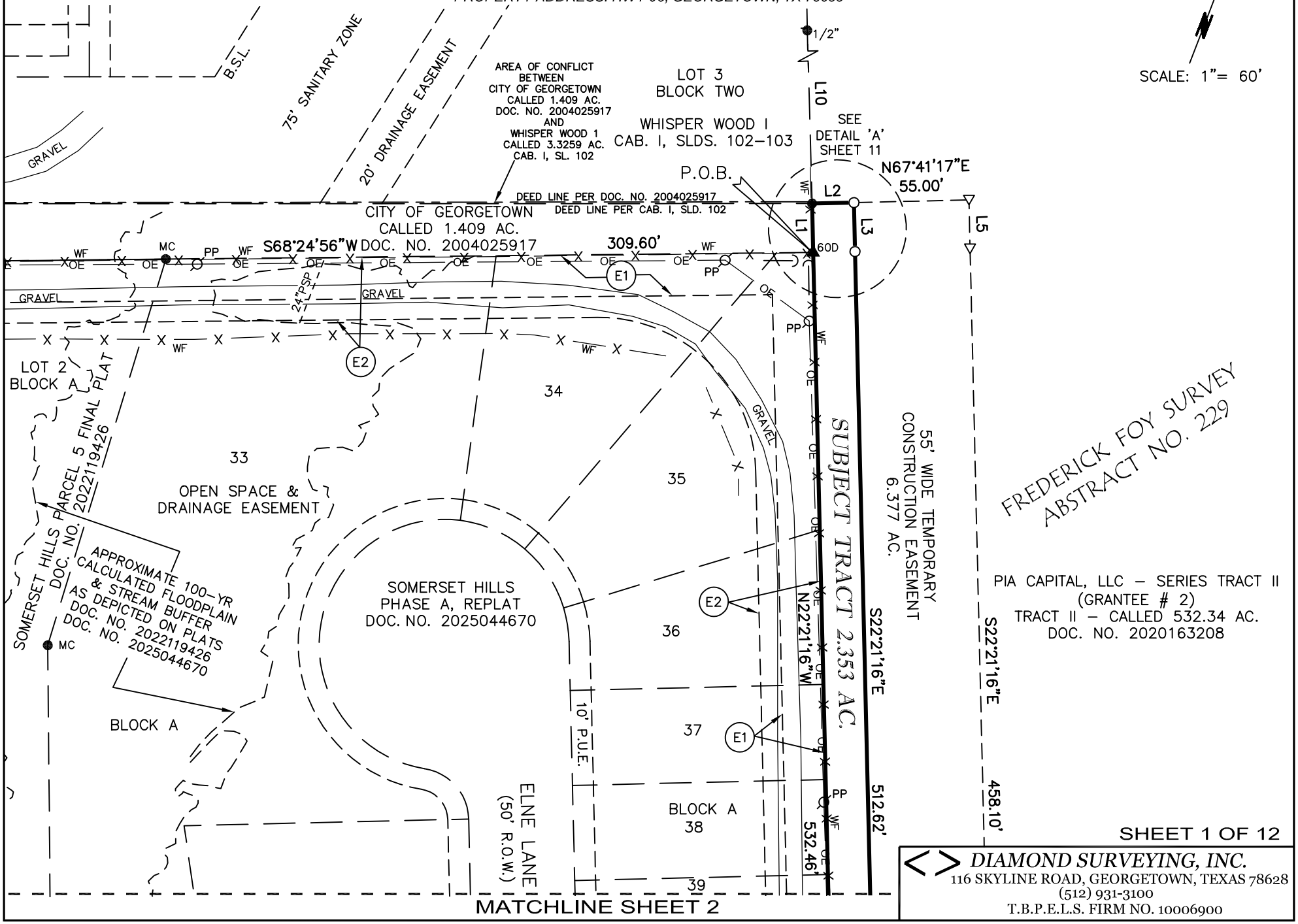
STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

MAY 27, 2026
SHANE SHAFER, R.P.L.S. NO. 5281 *DATE*

SHEET 12 OF 12

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

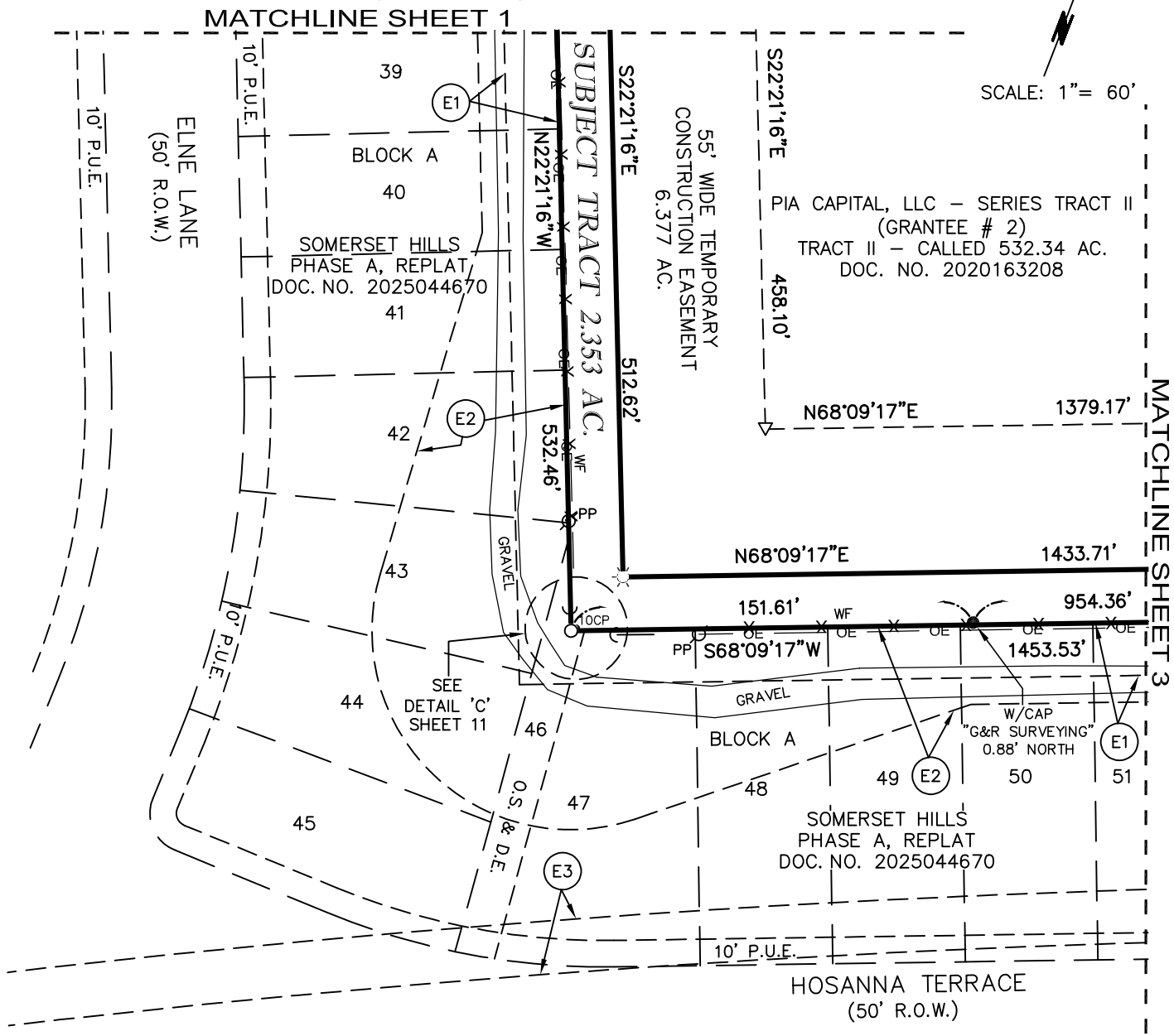
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



SHEET 1 OF 12

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

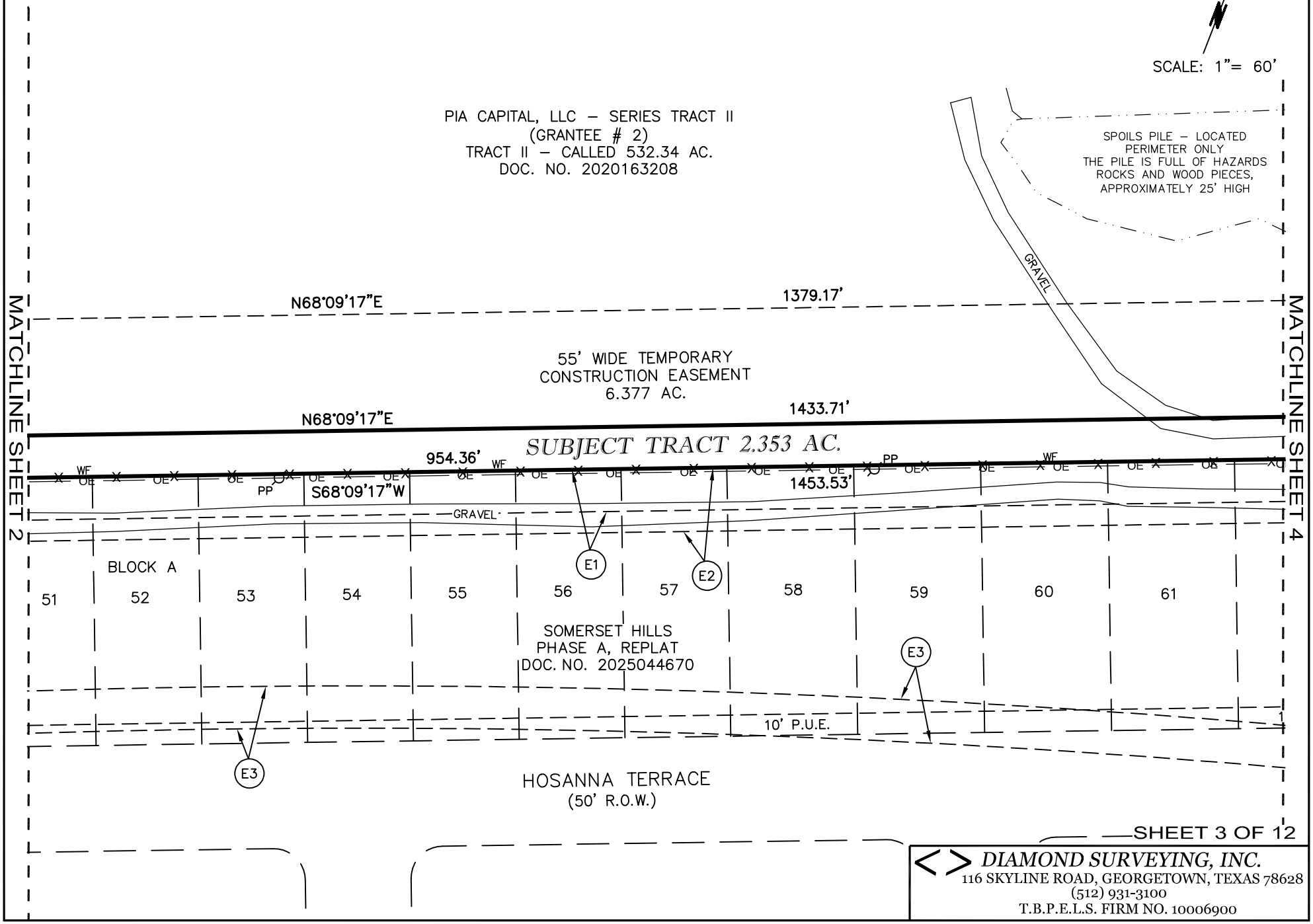
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



SHEET 2 OF 12

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

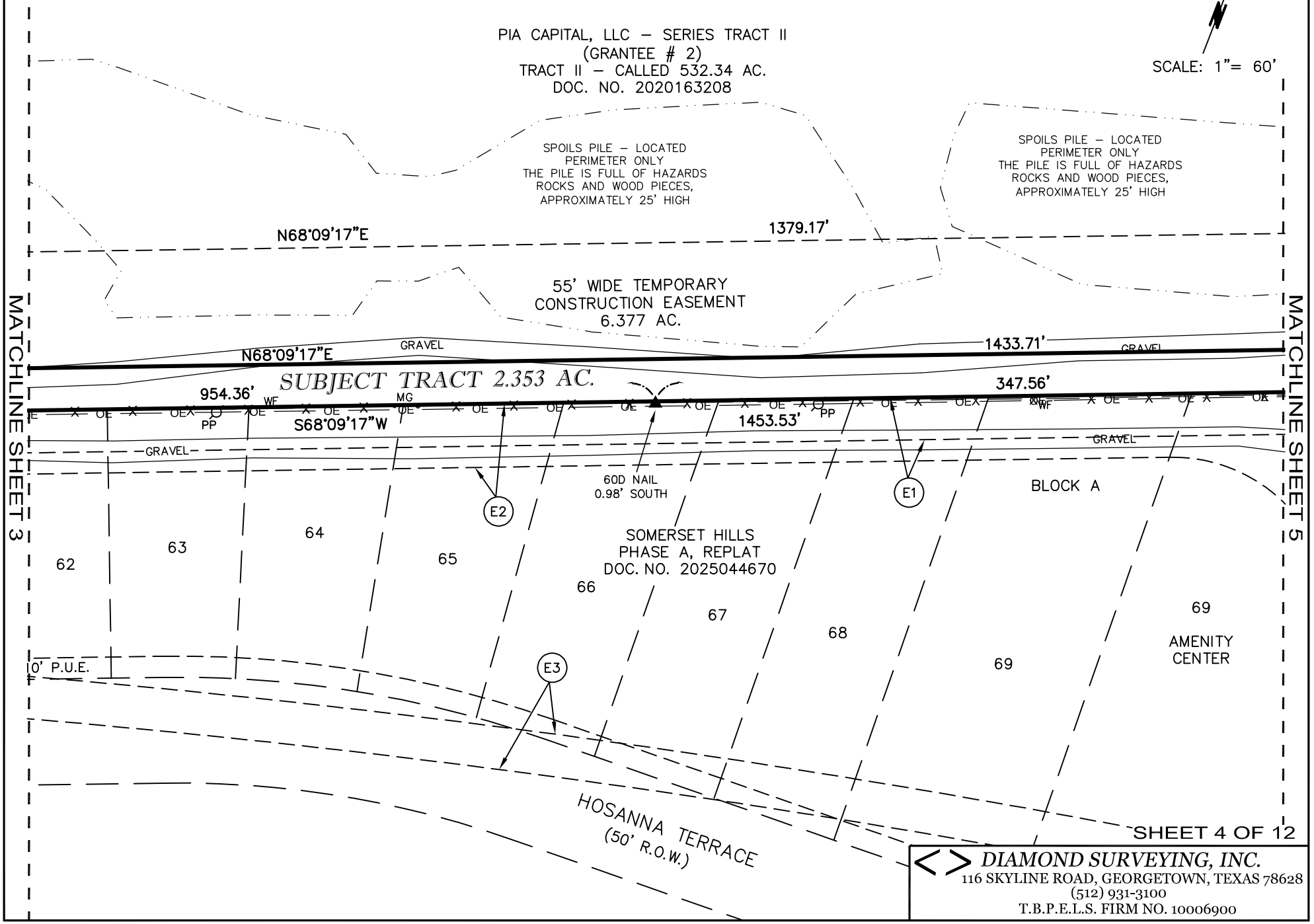
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



SHEET 3 OF 12

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

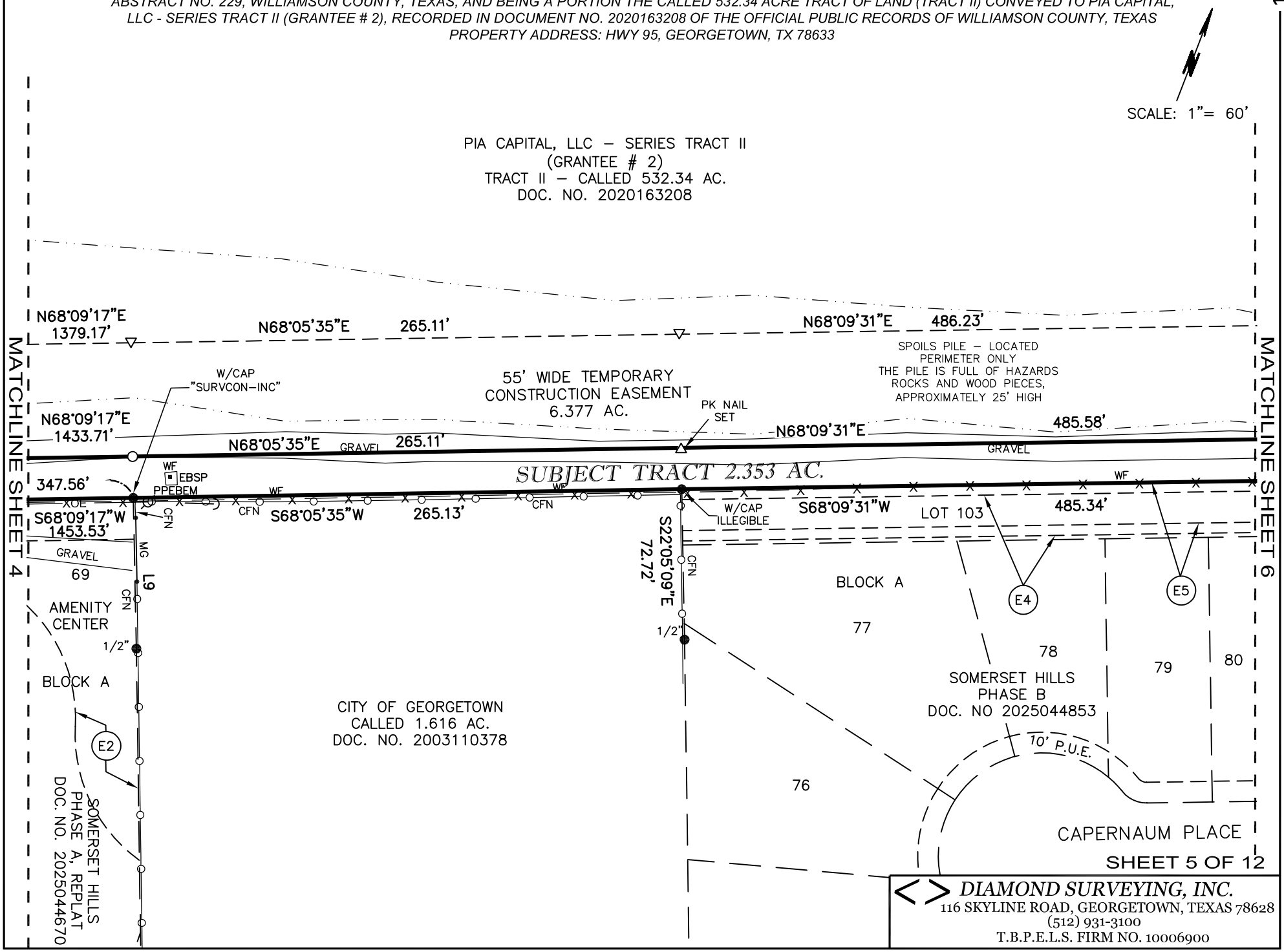
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



SHEET 4 OF 12

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

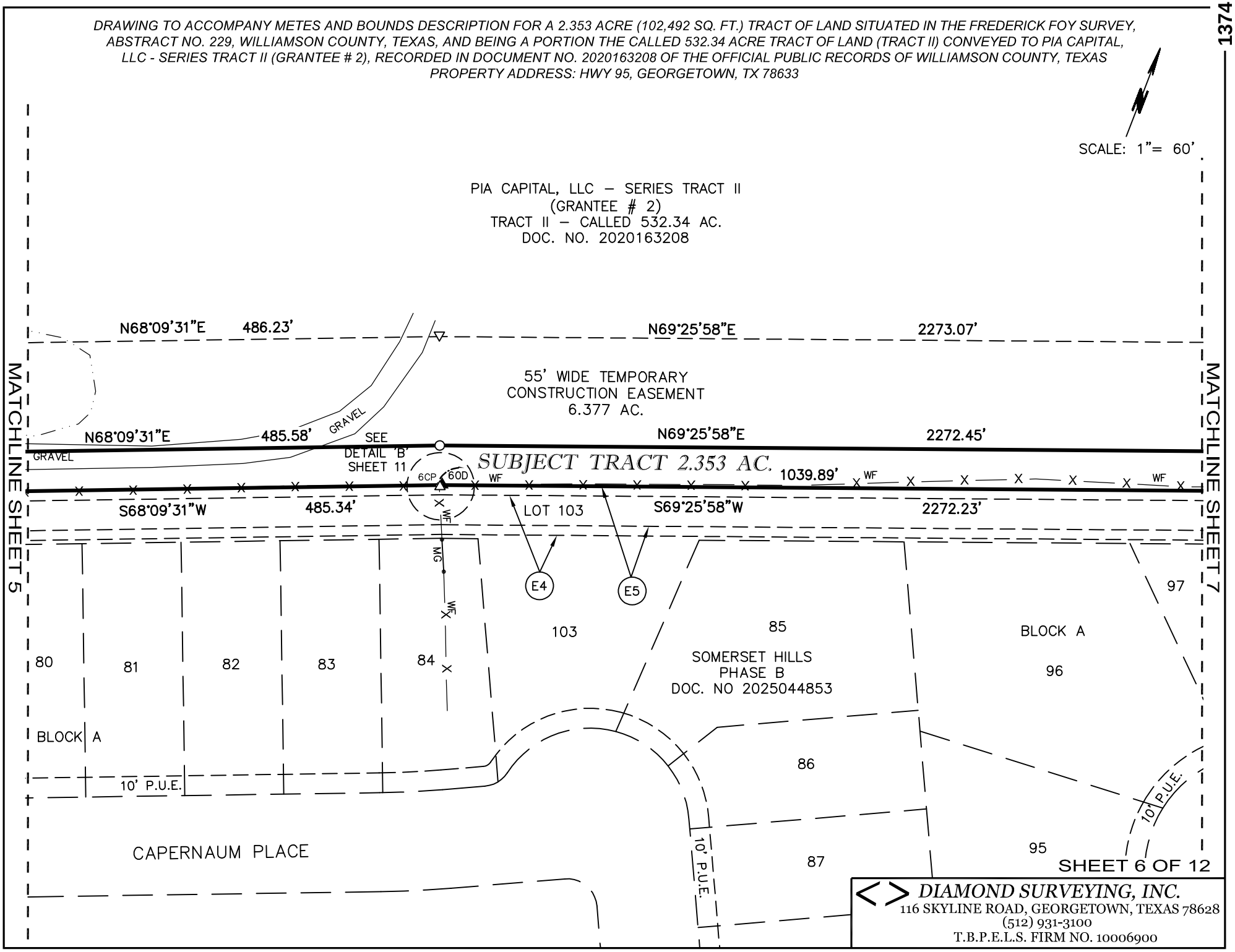
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



SHEET 5 OF 12

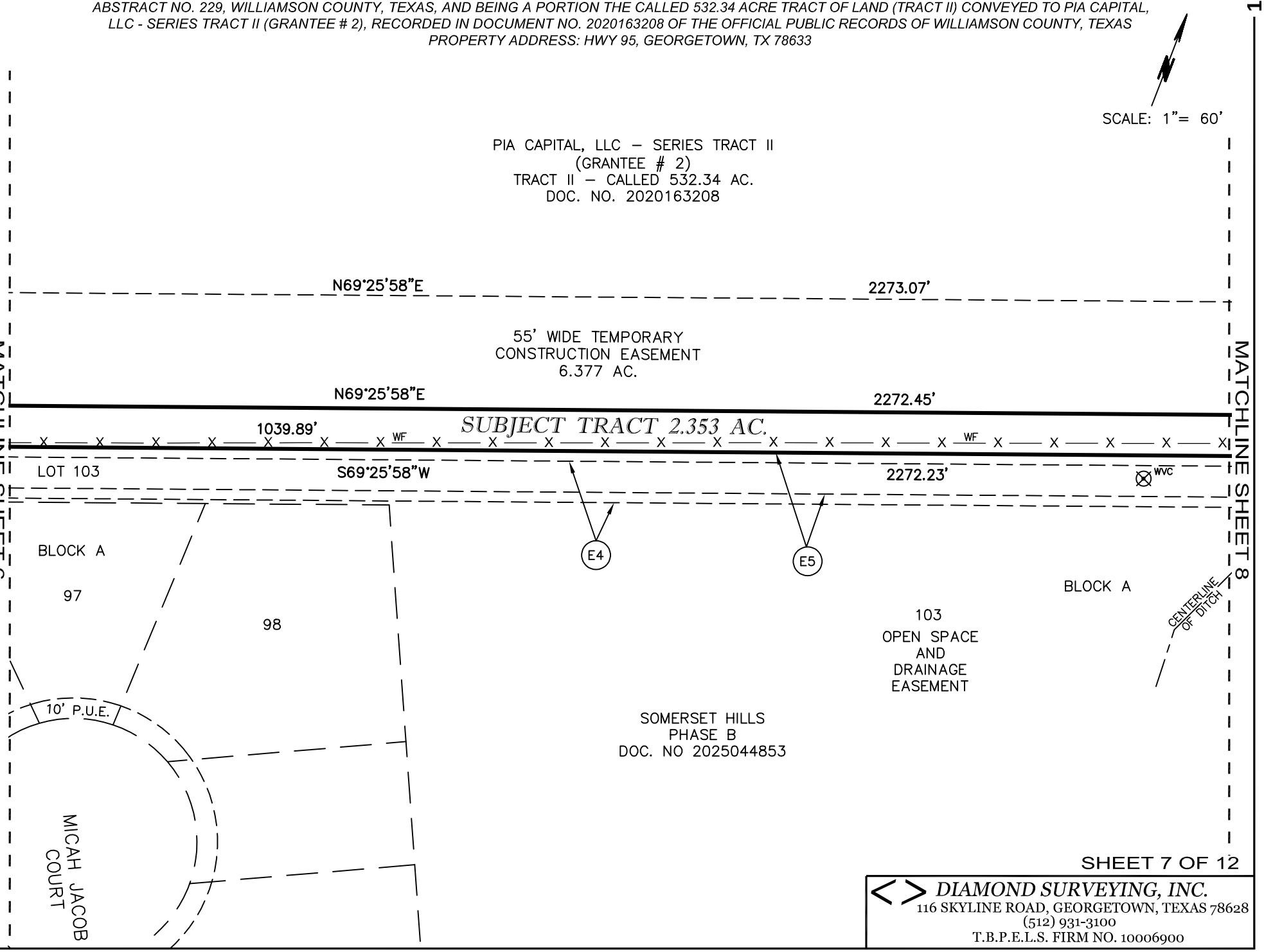
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

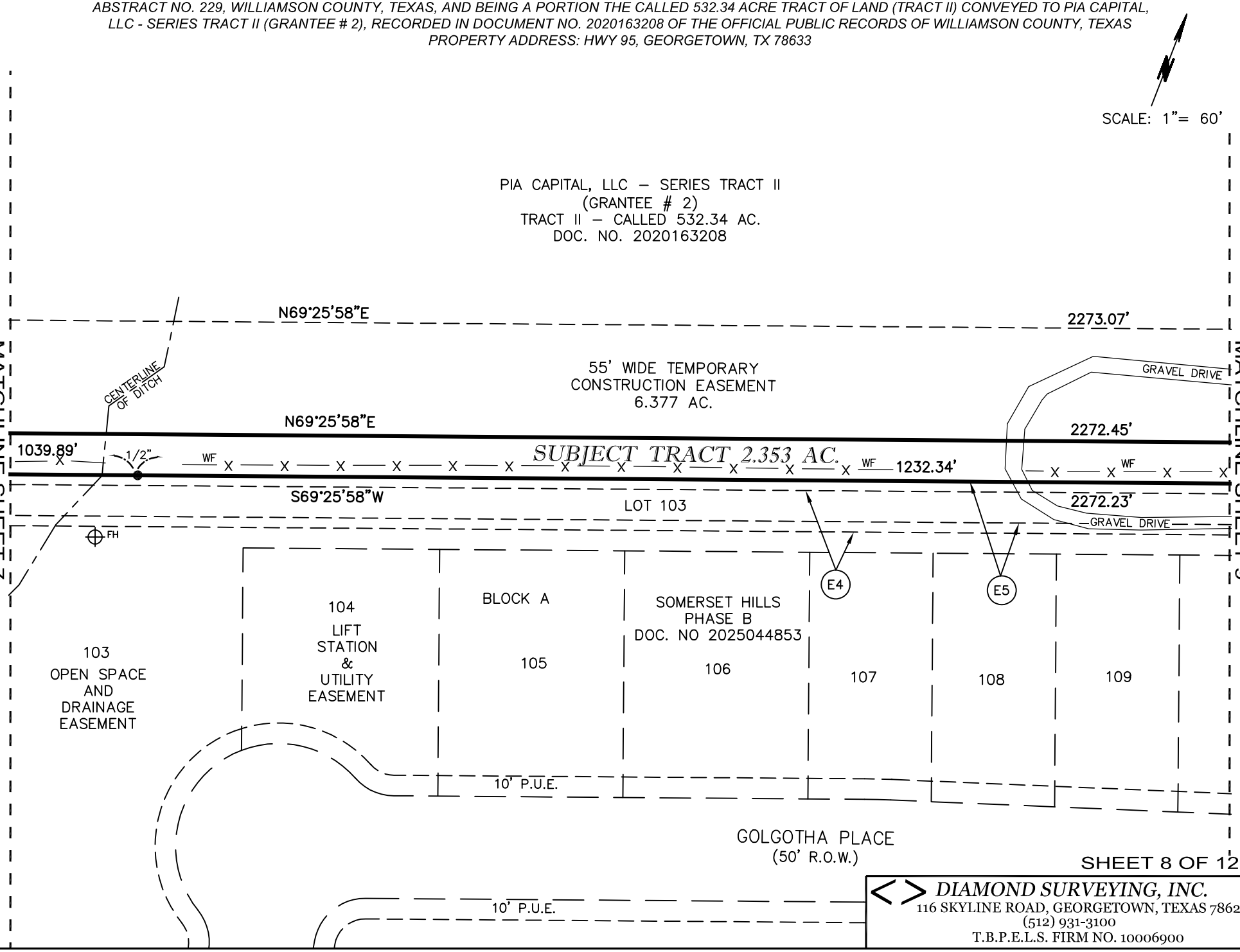
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



SHEET 7 OF 12

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

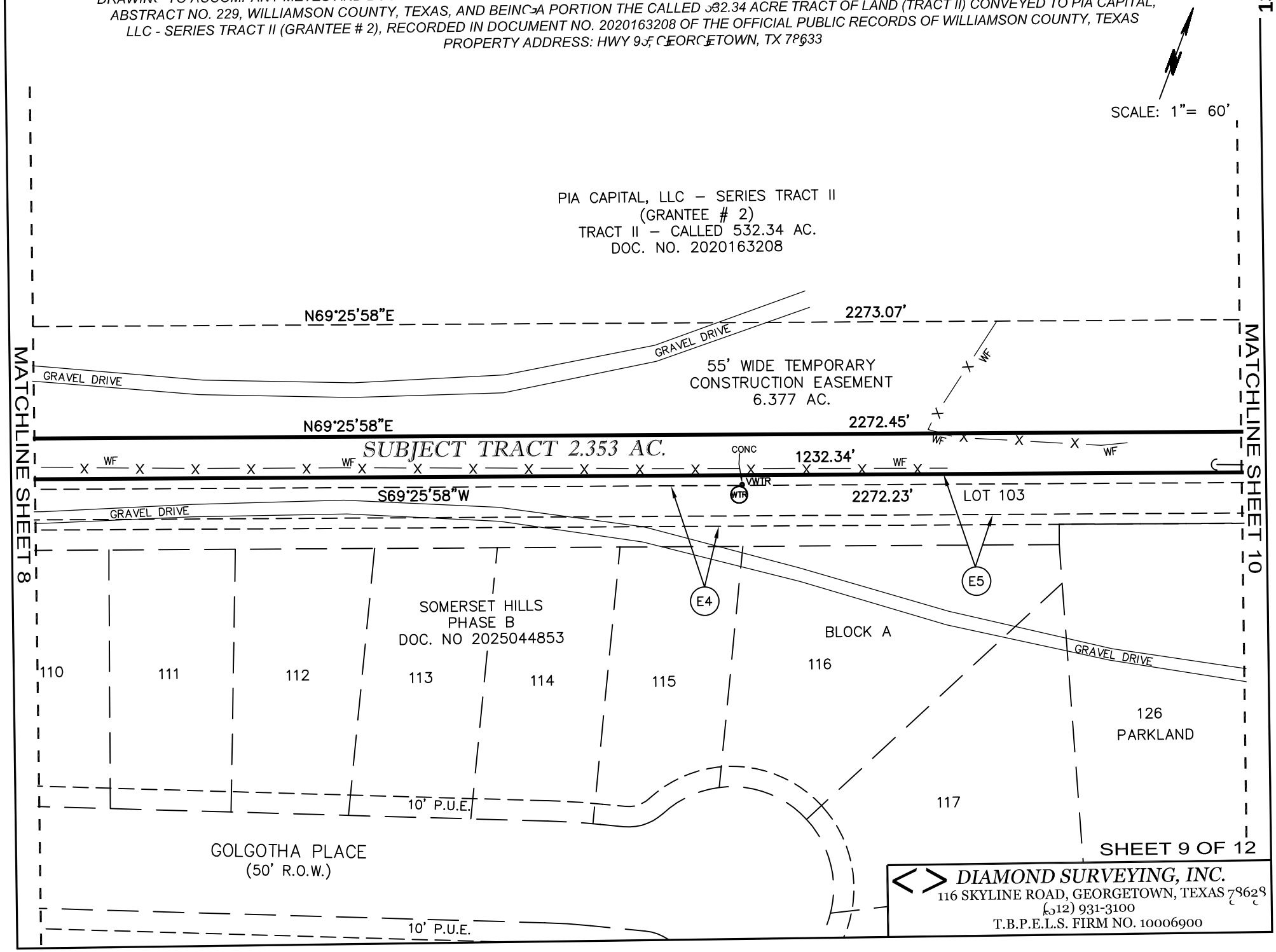
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



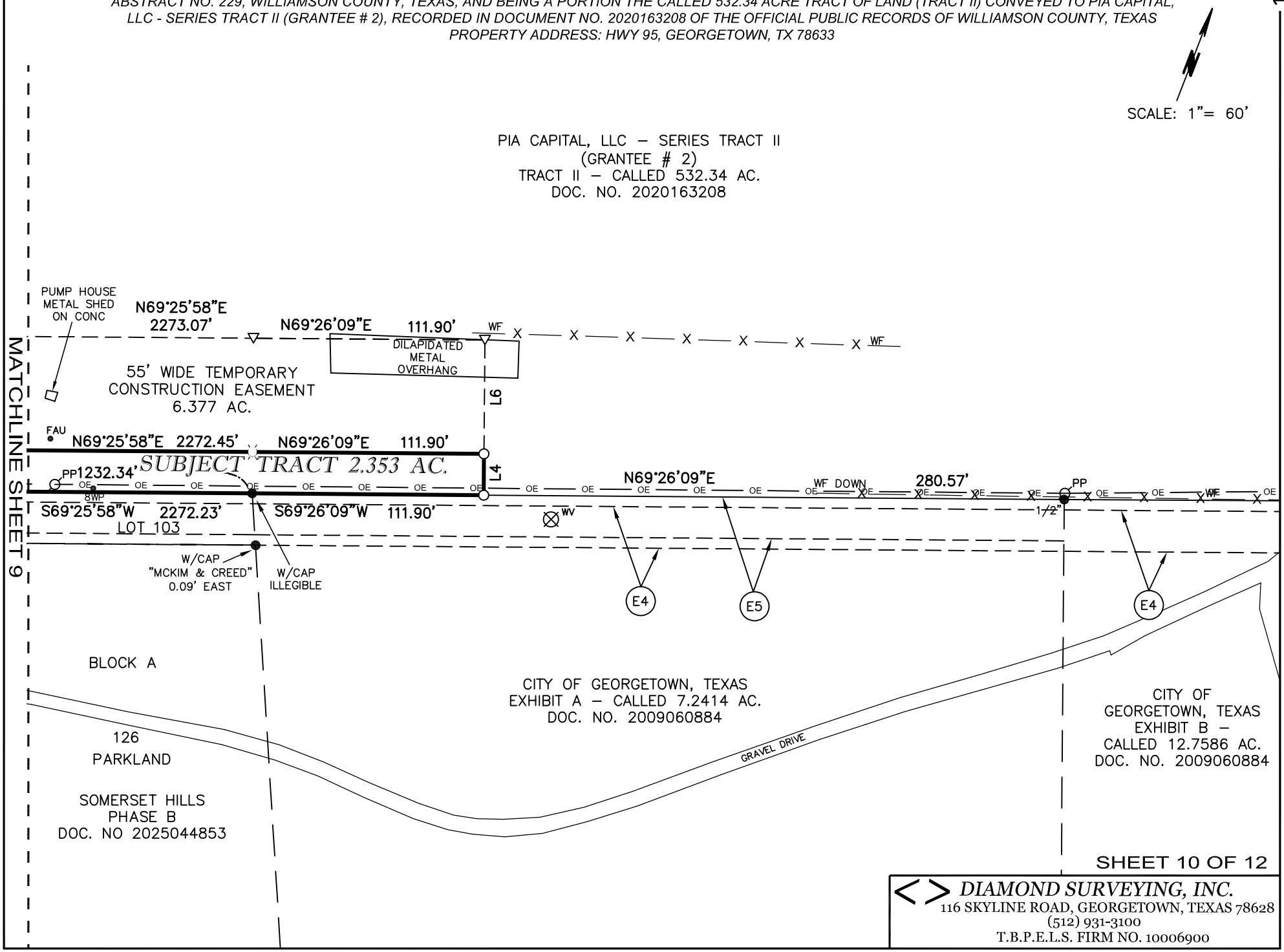
SHEET 8 OF 12

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



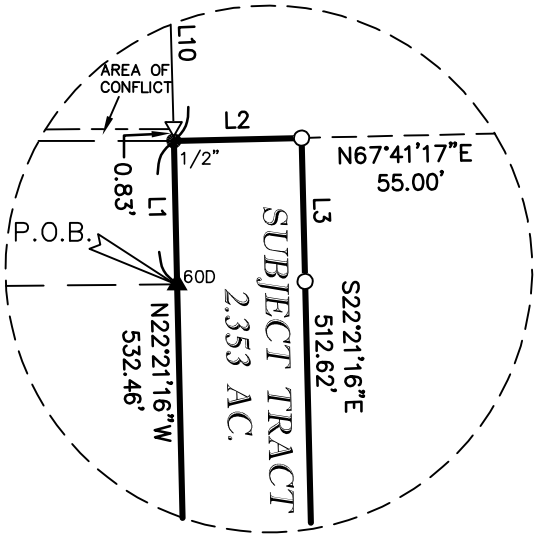
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



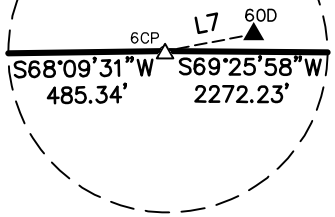
SHEET 10 OF 12

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

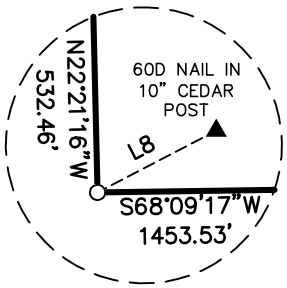
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE #2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



DETAIL 'A'
(1" = 30')



DETAIL 'B'
(NOT TO SCALE)



DETAIL 'C'
(NOT TO SCALE)

LEGEND

●	IRON ROD FOUND
●MC	IRON ROD FOUND WITH CAP MARKED "MCKIM & CREED"
▲60D	60D NAIL FOUND
○	IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
△	60D NAIL SET (UNLESS NOTED)
	COTTON GIN SPINDLE SET
▽	CALCULATED POINT
PP	POWER POLE
PPEBEM	POWER POLE WITH ELECTRIC BOX AND ELECTRIC METER
	GUY ANCHOR
EBSP	ELECTRIC BOX WITH SOLAR PANEL
FH	FIRE HYDRANT
WTR	WATER MANHOLE
WVC	WATER VALVE IN CONCRETE
VWTR	WATER VENT PIPE
FAU	SPRINKLER HEAD
6CP	6" CEDAR POST
10CP	10" CEDAR POST
8WP	8" WOOD POST
—— X —— X ——	WIRE FENCE (WF)
—o—o—	CHAIN LINK FENCE (CFN)
—— OE —— OE ——	OVERHEAD ELECTRIC LINE
CONC	CONCRETE
PSP	PLASTIC STORM PIPE
MG	METAL GATE
D.E.	DRAINAGE EASEMENT
O.S.	OPEN SPACE
B.S.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE #2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633

LINE	BEARING	DISTANCE
L1	N22°18'43"W	23.42'
L2	N67°41'17"E	20.00'
L3	S22°18'43"E	23.42'
L4	S20°33'51"E	20.00'
L5	S22°18'43"E	23.39'
L6	S20°33'52"E	55.00'
L7	N58°09'27"E	1.17'
L8	N41°33'04"E	2.16'
L9	S22°11'33"E	72.86'
L10	N22°34'30"W	320.76'

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' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NOS. 48491C0275E AND 48491C0280E, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.

4) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

EASEMENT LEGEND

E1	CITY OF GEORGETOWN ELECTRIC UTILITY EASEMENT CALLED 3.3259 AC. DOC. NO. 2008048277
E2	CITY OF GEORGETOWN, TEXAS TEMPORARY ACCESS EASEMENT EXHIBIT A – CALLED 2.776 AC. DOC. NO. 2003087320
E3	CITY OF GEORGETOWN, TEXAS TEMPORARY DRAINAGE EASEMENT EXHIBIT B – CALLED 0.9267 AC. DOC. NO. 2003087320
E4	CITY OF GEORGETOWN UTILITY EASEMENT CALLED 6.411 AC. DOC. NO. 2007010860
E5	CITY OF GEORGETOWN ELECTRIC UTILITY EASEMENT CALLED 1.4461 AC. DOC. NO. 2008048277

To: PIA CAPITAL, LLC - Series Tract II and 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 19, 2026. 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 1B, CONDITION III STANDARD LAND 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.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

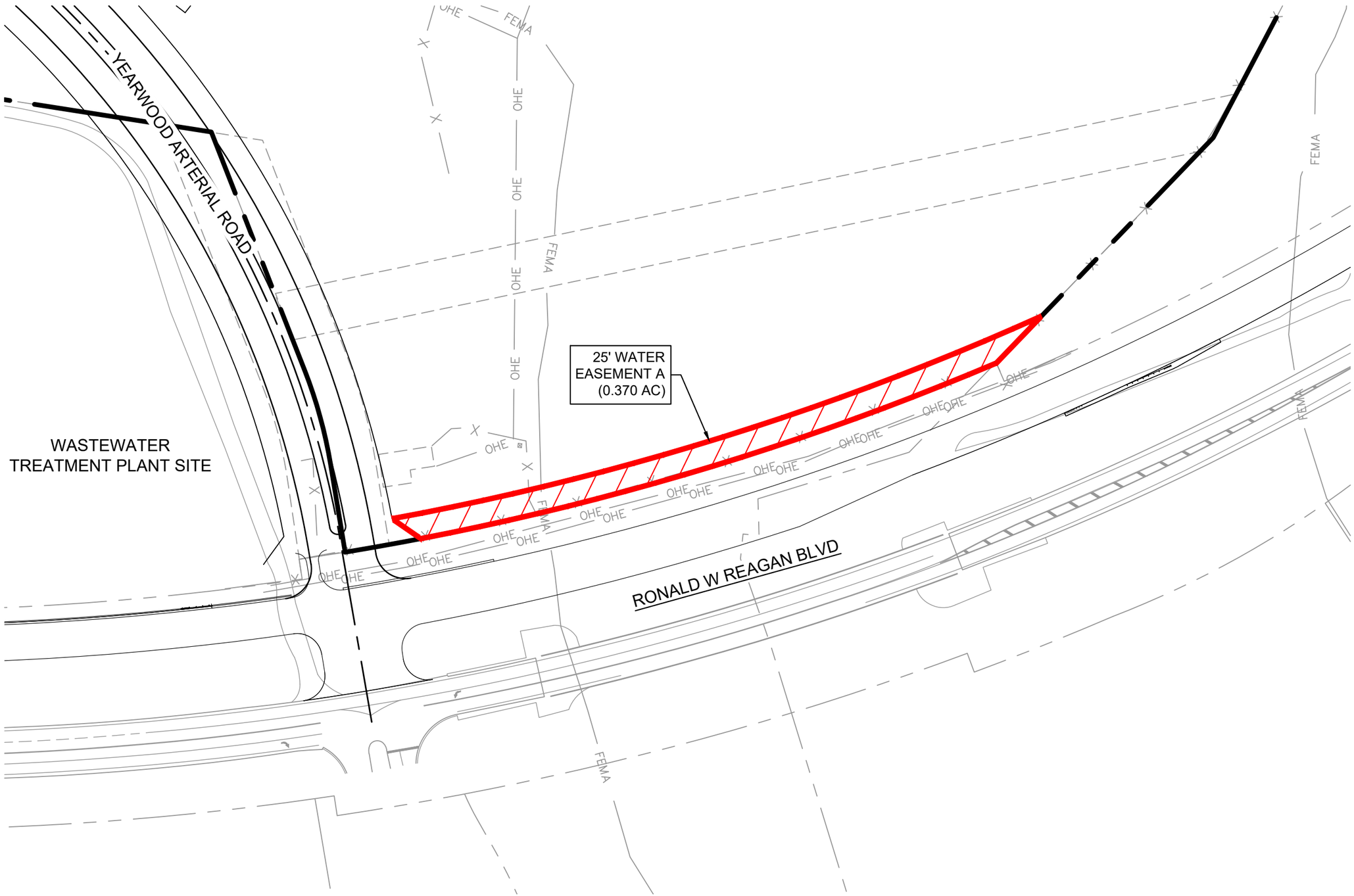
MAY 27, 2026
SHANE SHAFER, R.P.L.S. NO. 5281 *DATE*

SHEET 12 OF 12

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

RONALD W REAGAN BLVD WATER LINE EXHIBIT

SHEET 1 OF 2



SCALE: 1" = 100'

GRAPHIC SCALE IN FEET

0 50 100 200

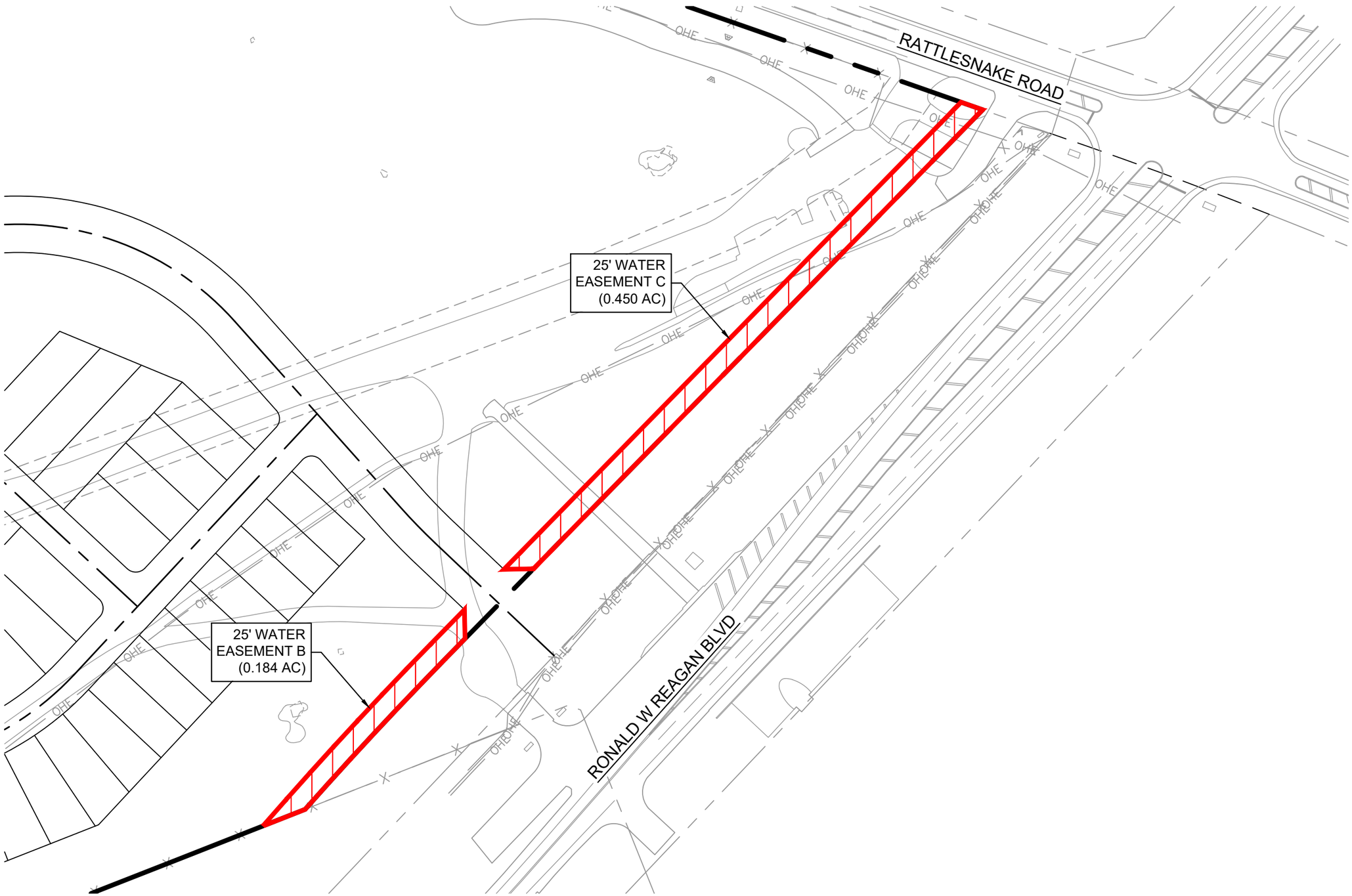
PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	8/24/2026	CHECKED BY:	JAB

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1622 FREEHOLD\12068 YEARWOOD TRACT\CAD\EXHIBITS\26-0824 - WATER EASEMENT EXHIBIT.DWG DATE: 8/24/2026 10:49:37 AM BY: MSULLIVAN

RONALD W REAGAN BLVD WATER LINE EXHIBIT D

SHEET 2 OF 2



SCALE: 1" = 120'

GRAPHIC SCALE IN FEET

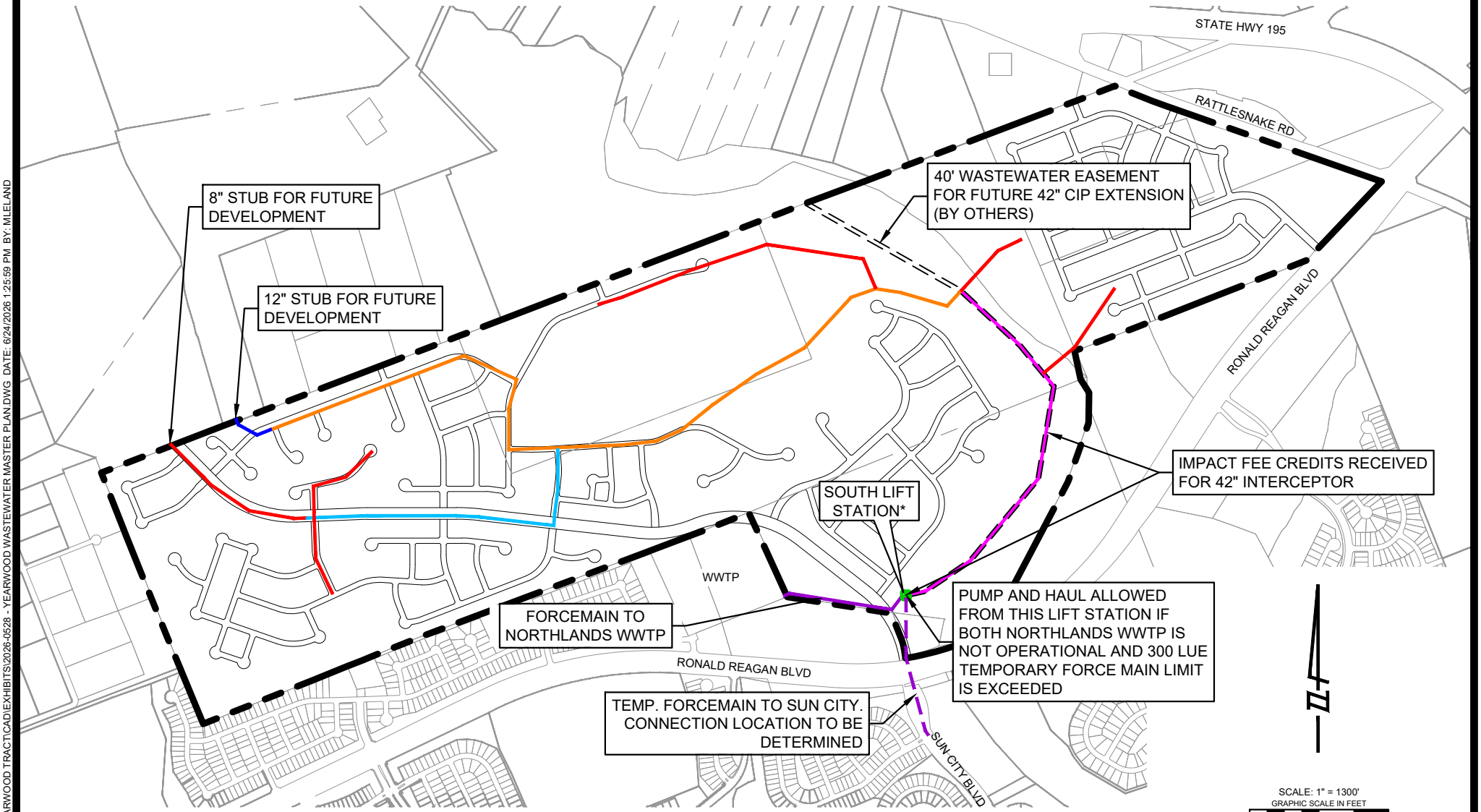
0 60 120 240

PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	8/24/2026	CHECKED BY:	JAB

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1622 FREEHOLD\12068 YEARWOOD TRACT\CAD\EXHIBITS\26-0824 - WATER EASEMENT EXHIBIT.DWG DATE: 8/24/2026 10:49:37 AM BY: MSULLIVAN

EXHIBIT E
CONCEPTUAL WASTEWATER PLAN



SCALE: 1" = 1300'
GRAPHIC SCALE IN FEET
0 325 650 1300

LEGEND

- 8" GRAVITY WASTEWATER
- 12" GRAVITY WASTEWATER
- 18" GRAVITY WASTEWATER
- 24" GRAVITY WASTEWATER
- 42" GRAVITY WASTEWATER
- FORCE MAIN

NOTE:

1. UTILITY SIZES ARE PRELIMINARY AND SUBJECT TO CHANGE, BASED ON FINAL PIPE SLOPE AND LUE COUNT.
2. TEMPORARY FORCE MAIN FROM SOUTH LIFT STATION TO SUN CITY IF NORTHLANDS WWTP IS NOT OPERATIONAL PRIOR TO YEARWOOD PHASE ONE.

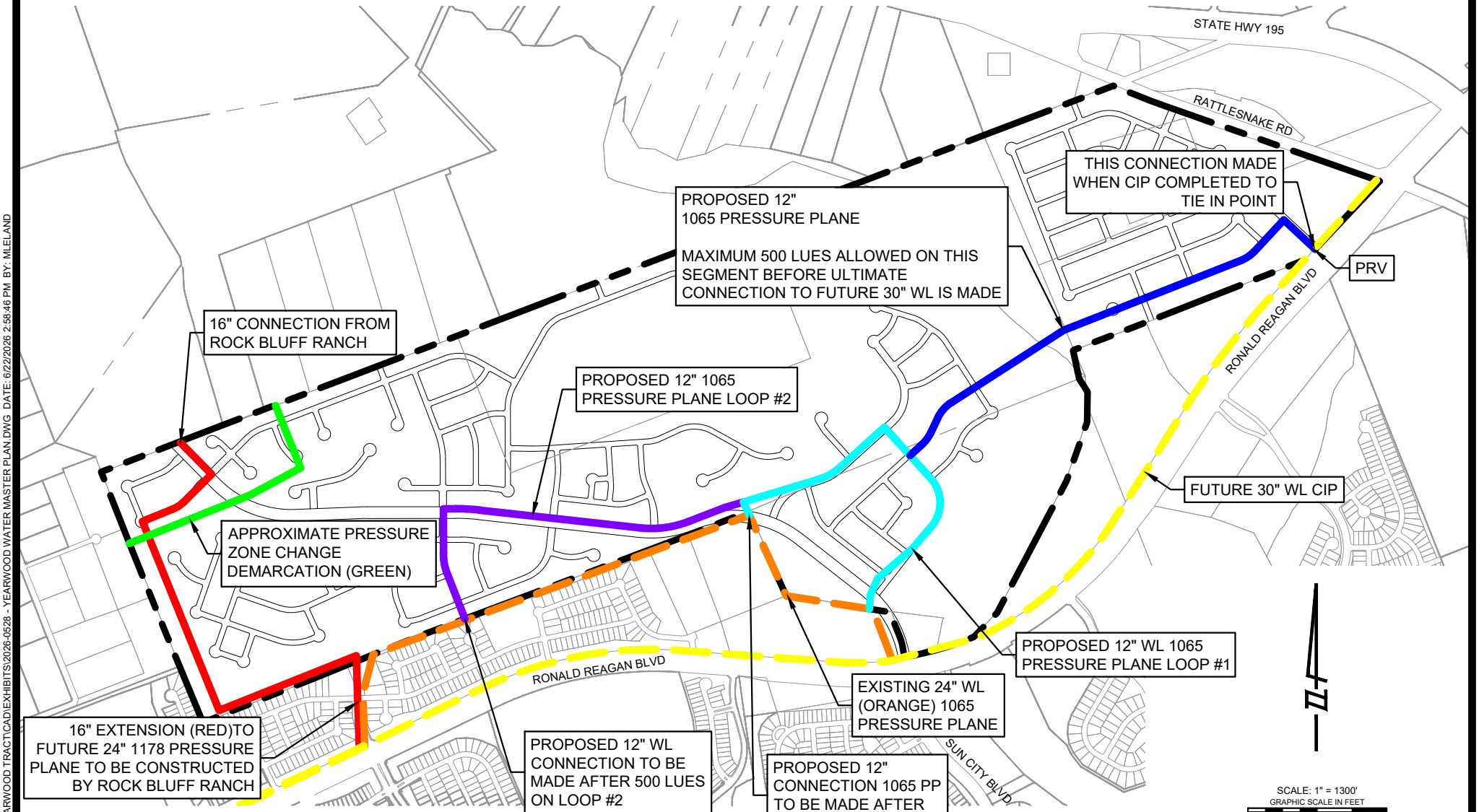
* SOUTH LIFT STATION SIZED ONLY FOR YEARWOOD AND ROCK BLUFF

PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	5/28/2026	CHECKED BY:	JAB

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1622 FREEHOLD\12068 YEARWOOD TRACT\CAD\EXHIBITS\2026-0528 - YEARWOOD WASTEWATER MASTER PLAN.DWG DATE: 6/24/2026 1:25:59 PM BY: MLELAND

EXHIBIT F
CONCEPTUAL WATER PLAN



LEGEND

- 16" EXTENSION TO FUTURE 24" 1178
- PROPOSED 12" WL LOOP #1 1065 PRESSURE PLANE
- PROPOSED 12" WL LOOP #2 1065 PRESSURE PLANE
- PROPOSED 12" WL EAST 1065 PRESSURE PLANE
- EXISTING 24" WL 1065 PRESSURE PLANE
- FUTURE 30" WL CIP
- PRESSURE ZONE CHANGE DEMARCATION

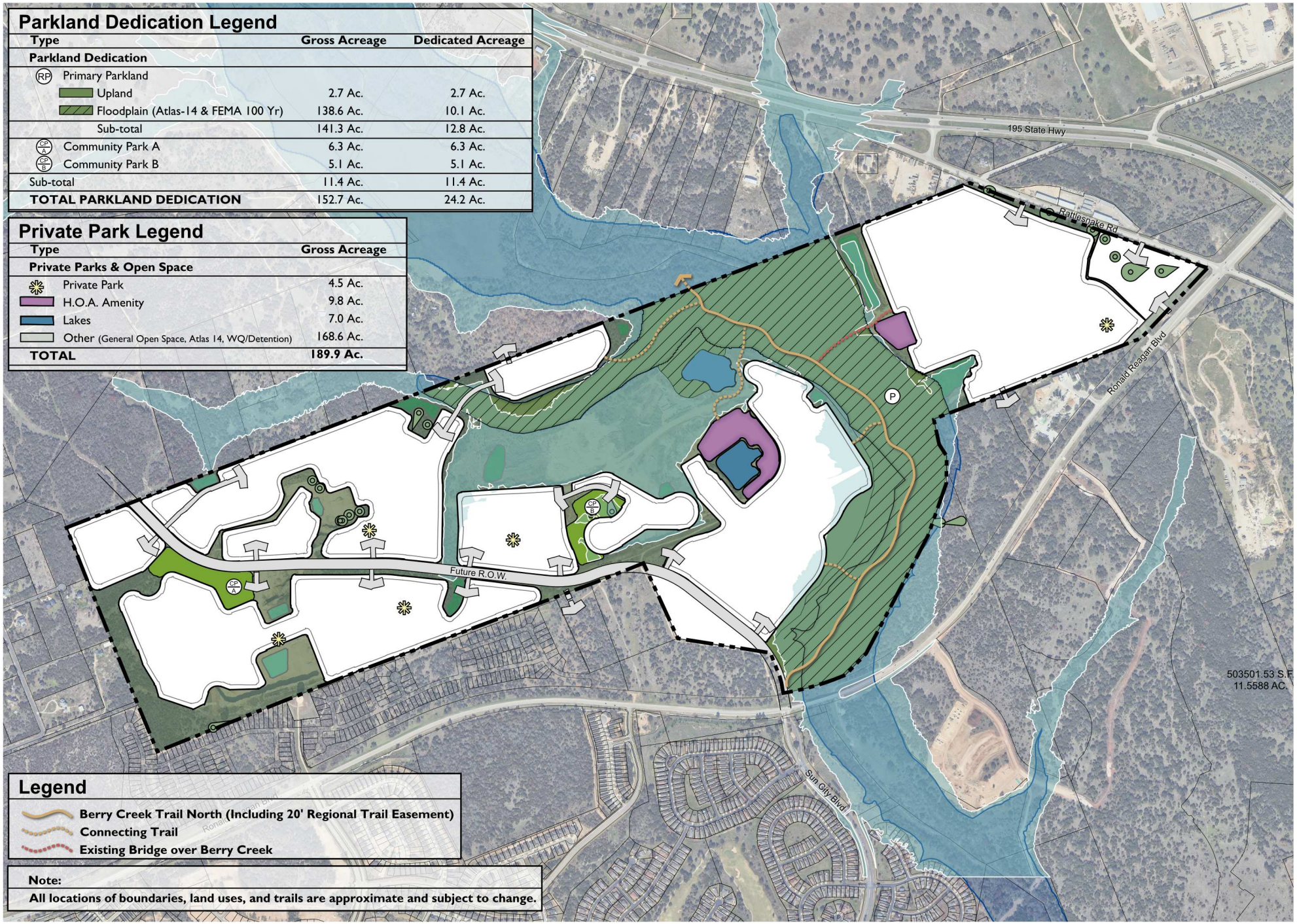
NOTE:
LAND PLAN, STREET LAYOUT, AND PROPOSED INTERNAL WATERLINE ROUTING IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.

PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	5/28/2026	CHECKED BY:	JAB

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1622 FREEHOLD\12068 YEARWOOD TRACT\CAD\EXHIBITS\2026-0528 - YEARWOOD WATER MASTER PLAN.DWG DATE: 6/22/2026 2:58:46 PM BY: MLELAND

EXHIBIT G



Parkland Dedication Legend

Type	Gross Acreage	Dedicated Acreage
Parkland Dedication		
(RP) Primary Parkland		
Upland	2.7 Ac.	2.7 Ac.
Floodplain (Atlas-14 & FEMA 100 Yr)	138.6 Ac.	10.1 Ac.
Sub-total	141.3 Ac.	12.8 Ac.
(CP A) Community Park A	6.3 Ac.	6.3 Ac.
(CP B) Community Park B	5.1 Ac.	5.1 Ac.
Sub-total	11.4 Ac.	11.4 Ac.
TOTAL PARKLAND DEDICATION	152.7 Ac.	24.2 Ac.

Private Park Legend

Type	Gross Acreage
Private Parks & Open Space	
Private Park	4.5 Ac.
H.O.A. Amenity	9.8 Ac.
Lakes	7.0 Ac.
Other (General Open Space, Atlas 14, WQ/Detention)	168.6 Ac.
TOTAL	**189.9 Ac.**

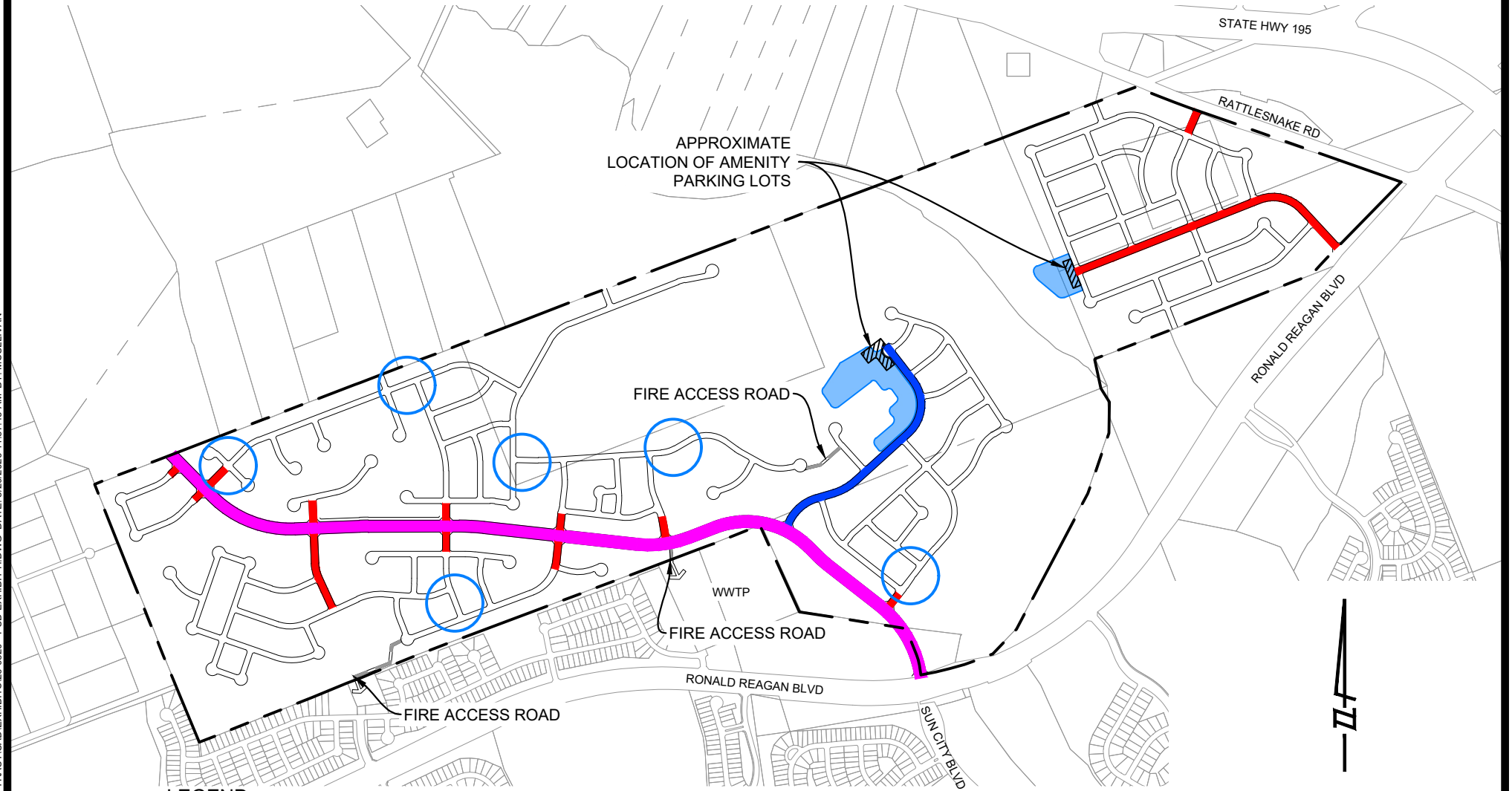
RVi

YEARWOOD • **CONCEPTUAL PARKS & OPEN SPACE**

Scale: 1" = 1/4 Mile

PROPRIETARY & CONFIDENTIAL INFORMATION
Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accura completeness. This plan is concep change, and does not represent ar approval
L:\2024\24005807 Yearwood Parce PUD\Consent Agreement\Parkland

EXHIBIT H
CONCEPTUAL TRANSPORTATION PLAN



LEGEND

- MINOR ARTERIAL (110' ROW)
- NEIGHBORHOOD COLLECTOR (68' ROW)
- RESIDENTIAL COLLECTOR (68' ROW)
- LOCAL STREET (50' ROW)
- APPROXIMATE LOCATION OF TRAFFIC CALMING MEASURES
- 20' FIRE APPARATUS ACCESS ROAD
- AMENITY CENTER

NOTES:

1. SEE EXHIBIT S FOR STREET SECTIONS.

SCALE: 1" = 1300'
GRAPHIC SCALE IN FEET
0 325 650 1300

PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	8/24/2026	CHECKED BY:	JAB

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

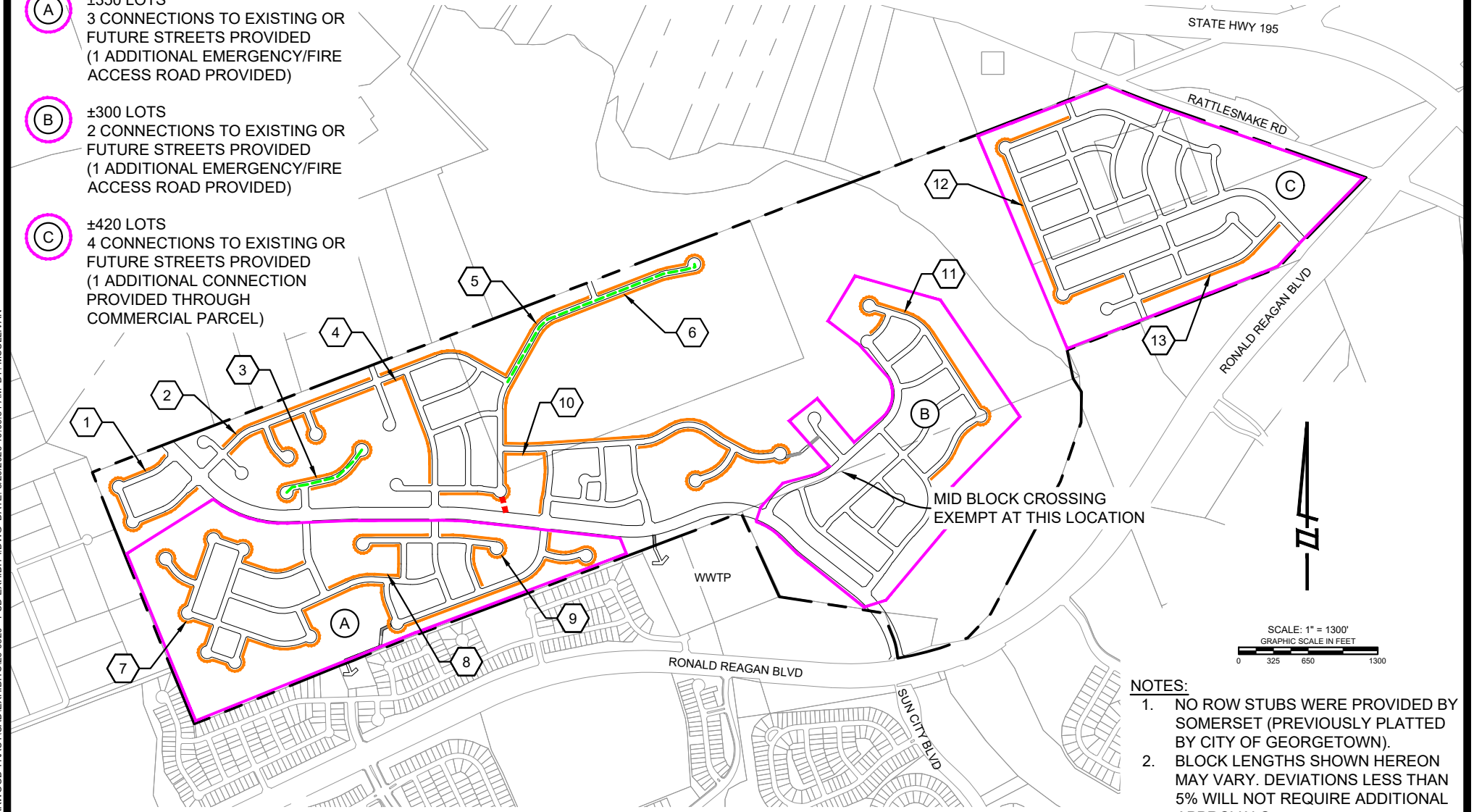
H:\PROJECTS\1622 FREEHOLD\12068 YEARWOOD TRACT\CAD\EXHIBITS\26-0820 - PUD EXHIBIT H.DWG DATE: 8/20/2026 11:57:45 AM BY: MSULLIVAN

EXHIBIT I
STREET SPACING & CONNECTIVITY

(A) ±350 LOTS
3 CONNECTIONS TO EXISTING OR FUTURE STREETS PROVIDED
(1 ADDITIONAL EMERGENCY/FIRE ACCESS ROAD PROVIDED)

(B) ±300 LOTS
2 CONNECTIONS TO EXISTING OR FUTURE STREETS PROVIDED
(1 ADDITIONAL EMERGENCY/FIRE ACCESS ROAD PROVIDED)

(C) ±420 LOTS
4 CONNECTIONS TO EXISTING OR FUTURE STREETS PROVIDED
(1 ADDITIONAL CONNECTION PROVIDED THROUGH COMMERCIAL PARCEL)



NOTES:
1. NO ROW STUBS WERE PROVIDED BY SOMERSET (PREVIOUSLY PLATTED BY CITY OF GEORGETOWN).
2. BLOCK LENGTHS SHOWN HEREON MAY VARY. DEVIATIONS LESS THAN 5% WILL NOT REQUIRE ADDITIONAL APPROVALS.

LEGEND
- BLOCK LENGTH VARIANCE
- CUL-DE-SAC WITH LENGTH & LOT FRONTAGE VARIANCE
- MID-BLOCK PEDESTRIAN XING

(1) SEGMENT 1 - 1,886 LF
(2) SEGMENT 2 - 1,532 LF
(3) SEGMENT 3 - 2,142 LF
(4) SEGMENT 4 - 1,223 LF
(5) SEGMENT 5 - 2,389 LF
(6) SEGMENT 6 - 5,230 LF
(7) SEGMENT 7 - 9,291 LF
(8) SEGMENT 8 - 2,205 LF
(9) SEGMENT 9 - 1,413 LF
(10) SEGMENT 10 - 1,995 LF
(11) SEGMENT 11 - 3,121 LF
(12) SEGMENT 12 - 3,028 LF
(13) SEGMENT 13 - 1,494 LF

PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	8/20/2026	CHECKED BY:	JAB

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1622 FREEHOLD\12068 YEARWOOD TRACT\CAD\EXHIBITS\26-0820 - PUD EXHIBIT I.DWG DATE: 8/20/2026 10:09:31 AM BY: MSULLIVAN

EXHIBIT J

MAINTENANCE AGREEMENT
WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. __

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 _____ (the "Developer"), and [**WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO**. __, a municipal utility district formed and operating under Chapters 49 and 54 of the Texas Local Government Code (the "District")] OR [_____, a Texas non-profit corporation (the "HOA")], (individually, a "Party" and collectively, the "Parties"), and is as follows:

RECITALS

WHEREAS, [the District OR Williamson County Municipal Utility District No. ___ (the "District")] is a municipal utility district within the City's corporate limits authorized by the Consent Agreement attached to Ordinance No. _____ passed and approved by the Georgetown City Council on _____, 2026 (the "Consent Agreement"); and

WHEREAS, the District consists of _____ acres of land, described by metes and bounds on ***Exhibit A-1*** and by surveyor's sketch on ***Exhibit A*** attached to this Agreement; and

WHEREAS, at full build out the District will have approximately _____ dwelling units; [an amenity center; public and private parkland; man-made (quarried) lakes or ponds; drainage, stormwater, and water quality management features; public trails; walls and fencing; and open space areas]; and

[**WHEREAS**, the HOA 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 in any Lot in the District, which membership in the HOA is not severable from the ownership of the Lot; and]

[**WHEREAS**, the HOA is created to, among other things, maintain the District Areas/Improvements (as defined in the Consent Agreement) within the District, and otherwise administer the affairs of the HOA in accordance with the terms of the Consent Agreement; and]

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

WHEREAS, pursuant to the Consent Agreement, the District Areas/Improvements have been or will be conveyed by Developer to the [District OR HOA] and will be maintained by the [District OR HOA] per the Consent Agreement; and

NOW, THEREFORE, in consideration of the premises, in furtherance of the mutual benefits to be derived by the general public, [the District OR the members of the HOA], and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the [District OR HOA], 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 Consent Agreement and the Related Documents (as that term is defined in the Consent Agreement) are incorporated into this Agreement as if all were set out in full.

2. **DEFINITIONS**. In addition to the terms defined in the Recitals to this Agreement, (i) capitalized words used in this Agreement and not defined herein will have the meanings set out in the Consent Agreement, and (ii) the following words, shall, when capitalized, have the following meanings when used in this Agreement:

   2.1 "*Assessments*" means the [ad valorem taxes and/or fees OR assessments] the [District OR HOA] imposes for the purposes of, among other things, funding its obligations under this Agreement.

   2.2 "*Parkland Development Guidelines*" means the parkland development guidelines issued by the City's Parks and Recreation Department.

3. **MAINTENANCE REQUIREMENTS**. The [District OR HOA] shall, at its sole cost and expense, perform or cause to be performed, all repairs, maintenance, and replacement work when and as needed to keep the District Areas/Improvements in good condition suitable for use and enjoyment by the public including, but not limited to, regular mowing, edging, trimming; regular landscape maintenance

including re-planting of trees, shrubs and other landscaping to replace dead or diseased plantings; regular weed, ant, mosquito and algae control; irrigation, and irrigation system maintenance and repair; keeping the areas free of all trash and debris and properly functioning; painting; striping; and other work necessary to maintain the District Areas/Improvements in perpetuity, and to replace those elements at the end of their useful life. The [District OR HOA] shall comply at all times with the Parkland Development Guidelines. The [District OR HOA] shall be solely responsible for maintenance of the District Areas/Improvements, and the City shall have no obligations for same.

4. **WATER CONSERVATION**. The [District OR HOA] agrees that it will install and maintain drought-resistant landscaping and water conserving natural turf, and will not install, or allow to be installed, St. Augustine grass anywhere in the District Areas/Improvements.

5. **NO LIENS**. The [District OR HOA] shall not cause, suffer or allow any liens to be placed on the District Areas/Improvements by, through or under the [District OR HOA].

6. **ASSESSMENTS**.

   6.1 The [District OR HOA] shall levy Assessments in such amounts necessary to perform its responsibilities under this Agreement.

   6.2 The [District OR HOA] shall also levy [District OR HOA] Assessments in such amounts necessary to maintain reserves, and ultimately replace, the District Areas/Improvements at the end of their useful life.

7. **INSURANCE**.

   7.1 Prior to the commencement of any work in the District Areas/Improvements under this Agreement, the [District OR HOA] shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City Manager, which shall be clearly labeled with the legal name of the [District OR HOA] 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 a 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. No officer or employee, other than the City Manager, shall have authority to waive this requirement.

7.2 Notwithstanding the provisions of **Section 7.3** 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 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 [District OR HOA] whereupon the City may incur increased risk.

7.3 The [District's OR HOA's] financial integrity is of interest to the City; therefore, subject to the [District's OR HOA's] right to maintain reasonable deductibles in such amounts as are approved by the City, the [District OR HOA] shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the [District's OR HOA'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	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

*g. Broad form property damage, to include fire legal liability 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 [District OR HOA].

7.4 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 [District OR HOA] 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 [District OR HOA] shall pay any costs incurred resulting from said changes.

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

7.5 The [District OR HOA] agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

7.5.1 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

7.5.2 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

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

7.6 The [District OR HOA] 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 [District OR HOA] under the terms of this Agreement. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, the [District OR HOA] shall provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend the [District's OR HOA'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.

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

7.8 It is agreed that the [District's OR HOA'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.

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

8. **RELEASE, HOLD HARMLESS, AND INDEMNIFICATION. THE [DISTRICT OR HOA] HEREBY FULLY AND FOREVER RELEASES, HOLDS HARMLESS, AND [, TO THE EXTENT ALLOWED BY LAW,] PROMISES TO INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, EMPLOYEES, ATTORNEYS, AND AGENTS AND THEIR SUBCONTRACTORS FROM AND AGAINST ALL CLAIMS, DEMANDS, CONTROVERSIES, JUDGEMENTS, DEMANDS, LOSSES, AND CAUSES OF ACTION OF EVERY CONCEIVABLE KIND AND NATURE, PAST, CURRENT, AND FUTURE, ARISING OUT OF OR RELATED TO THE DISTRICT IMPROVEMENTS/AREAS OR THIS AGREEMENT. THIS SECTION IS TO BE**

CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, AND IT IS EXPRESSLY RECOGNIZED BY ALL PARTIES THAT IT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST AND IS VALID AND ENFORCEABLE AGAINST THE DISTRICT. THE DISTRICT HAS CAREFULLY READ, FULLY UNDERSTANDS, AND AGREES THAT IT IS BOUND BY THE TERMS AND CONDITIONS OF THIS SECTION.

9. **TERM**. This Agreement shall be effective from the Effective Date and shall continue in effect until the earlier of (i) the District is dissolved and [its OR the HOA's] obligations hereunder are fully assumed by the City, at the City's sole election, or (ii) this Agreement is terminated in writing by mutual agreement of City Council, the Developer, and the [District OR HOA].

10. **ASSIGNMENT**. The [District OR HOA] shall not assign, sublet, or transfer its interest in this Agreement without prior written consent of the City Council, which may be withheld for any reason.

11. **MISCELLANEOUS PROVISIONS.**

    11.1 Laws Observance. The [District OR HOA] shall not do, nor cause to be done, anything on or to the District Areas/Improvements 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.

    11.2 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.

    11.3 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.

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

    11.5 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.

    11.6 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.

11.7 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.

11.8 Entire Agreement. This Agreement and the Consent Agreement, and any attached exhibits to those agreements, 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 District Areas/Improvements.

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

THE [District OR HOA]**:**

_____

By: _____
Name: _____
Title: _____

Address for Notice:

_____
_____
_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this ____ day of _____, 202__ by _____, President of the _____, a Texas non-profit corporation on behalf of said corporation.

By:_____
NOTARY PUBLIC, STATE OF TEXAS

THE DEVELOPER:

_____

By: _____
Name: _____
Title: _____

Address for Notice:

_____
_____
_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this ____ day of _____, 2026 by _____, President of the _____, a _____ on behalf of said _____.

By:_____
NOTARY PUBLIC, STATE OF TEXAS

THE CITY:

City of Georgetown, Texas, a home-rule municipality

By: _____
Josh Schroeder, Mayor

ATTEST:

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

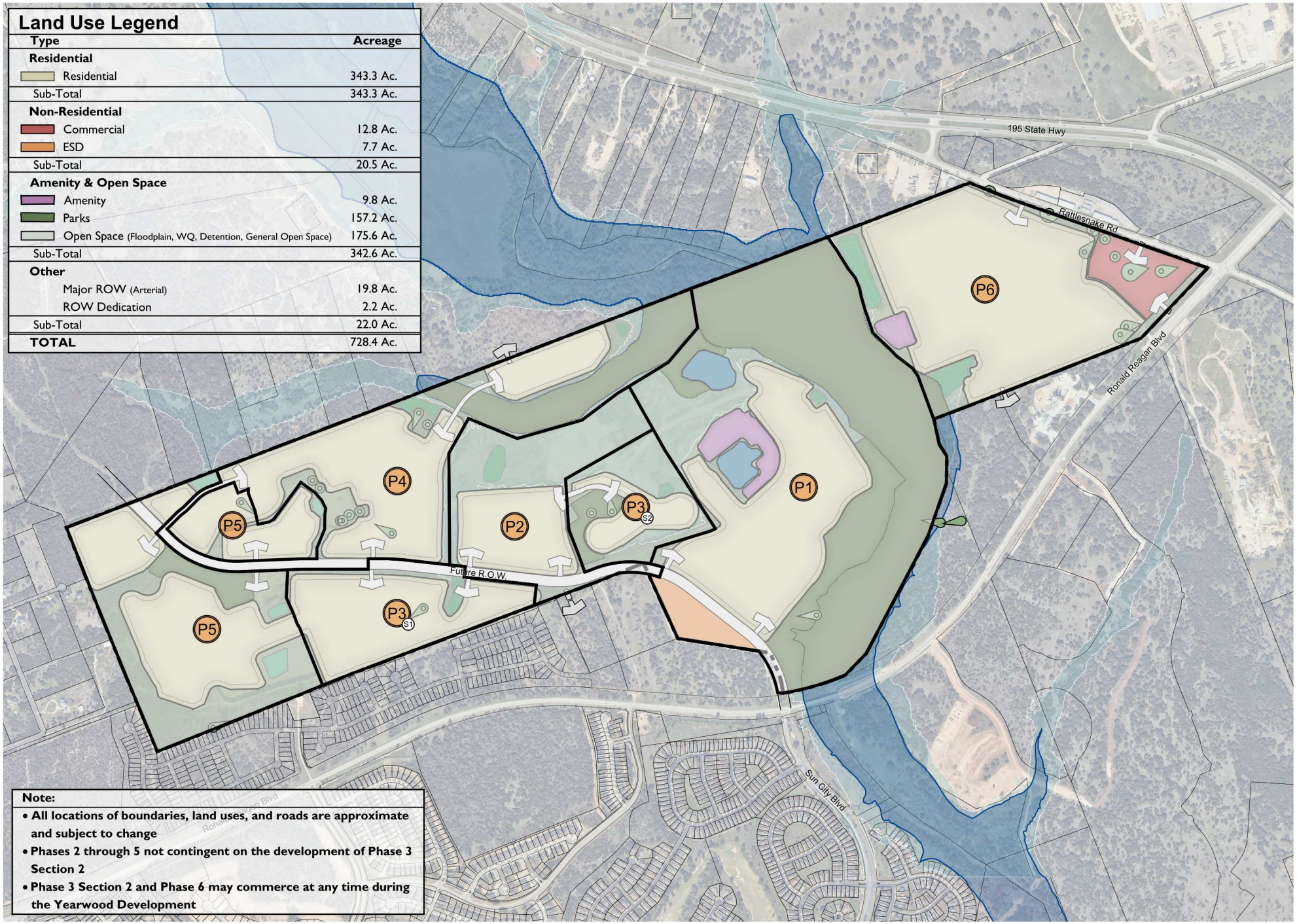
THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this ____ day of _____, 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

[ADD ***EXHIBITS A & A-1***]

EXHIBIT K



Land Use Legend

Type	Acreage
Residential	
Residential	343.3 Ac.
Sub-Total	343.3 Ac.
Non-Residential	
Commercial	12.8 Ac.
ESD	7.7 Ac.
Sub-Total	20.5 Ac.
Amenity & Open Space	
Amenity	9.8 Ac.
Parks	157.2 Ac.
Open Space (Floodplain, WQ, Detention, General Open Space)	175.6 Ac.
Sub-Total	342.6 Ac.
Other	
Major ROW (Arterial)	19.8 Ac.
ROW Dedication	2.2 Ac.
Sub-Total	22.0 Ac.
TOTAL	728.4 Ac.

Note:

- **All locations of boundaries, land uses, and roads are approximate and subject to change**
- **Phases 2 through 5 not contingent on the development of Phase 3 Section 2**
- **Phase 3 Section 2 and Phase 6 may commerce at any time during the Yearwood Development**

RVi

YEARWOOD • **CONCEPTUAL PHASING PLAN**

Scale: 1" = 1/4 Mile

PROPRIETARY & CONFIDENTIAL INFORMATION
Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accura completeness. This plan is concep change, and does not represent ar approval.
L:\2024\24003807 Yearwood Parce PUD\Exhibits\Phasing Exhibit\Exhi

FREEHOLD COMMUNITIES®

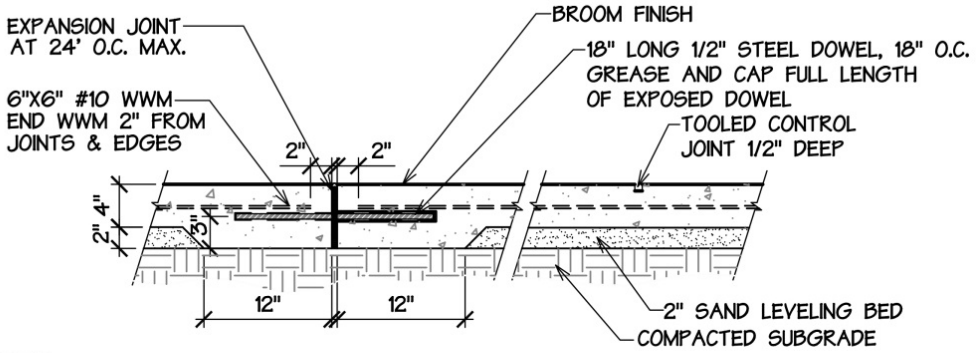
RVi

Date: 08/06/2026

Yearwood – Regional Trail Design Standards

Location: Approximately +/- 1.1 miles of trail, beginning at the southern side of the Yearwood property, near the intersection of Sun City Blvd and Ronald Regan Blvd, following Berry Creek to the northern limits of the Yearwood property. Refer to Exhibit P for conceptual trail alignment.

1. Trail width will be ten (10) feet, as further specified in the Consent Agreement. In limited areas, to navigate extreme topographical conditions or preserve significant features such as rock formations, important vegetation, trees or other environmental features, trail width may be reduced to six (6) feet for a maximum distance of one hundred (100) feet.
2. Trail surface will be reinforced concrete, as detailed below:

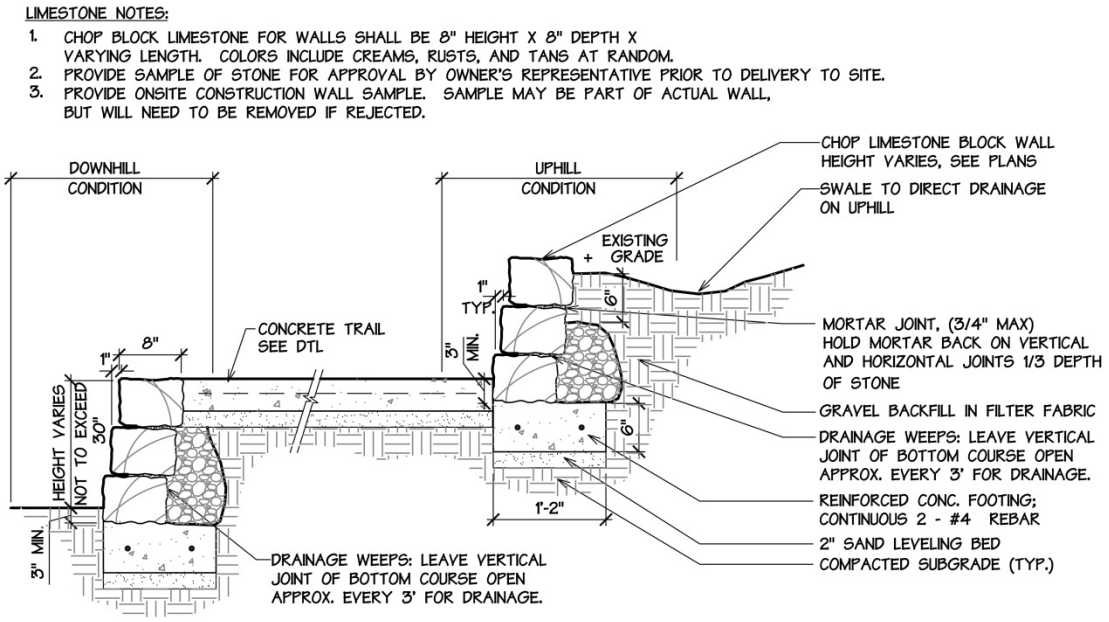


NOTES:

1. SEE TRAIL NOTES & ACCESSIBLE TRAIL NOTES ON CONSTRUCTION PLANS.
2. EXPANSION JOINT TO BE 1/2" ASPHALT IMPREGNATED FIBERBOARD WITH "ZIP STRIP". INSTALL BACKER ROD AND 2-PART SEALANT - GRAY.
3. EXPANSION JOINTS ARE TO BE MAX 24' ON CENTER UNLESS NOTED OTHERWISE ON PLAN.
4. CONTROL JOINTS ARE TO BE SPACED TO MATCH WIDTH OF WALKWAY, UNLESS SHOWN OTHERWISE ON PLAN.
5. ALL EDGES ARE TO BE TOOLED WITH 1/2" RADIUS. MAXIMUM 1/2" CHANGE IN ELEVATION AT WALK/LAWN EDGE.

1. The minimum vegetation cleared zone will be the trail width plus two (2) feet to either side of the trail and seven (7) feet vertical, unless the clear zone is limited due to extreme topographical conditions, important vegetation, trees or environmental features.
2. Whenever possible, sustained running grades will not exceed 5%, and cross slope 2%. A maximum of 8% may occur for distances no further than thirty (30) feet. In limited areas, due to extreme topographical conditions or environmental features, U.S. Forest Service Outdoor Recreation Accessibility Guidelines (FSORAG) will be followed. If trail is not feasible under FSORAG guidelines, Developer will consult with City concerning alternate design options.

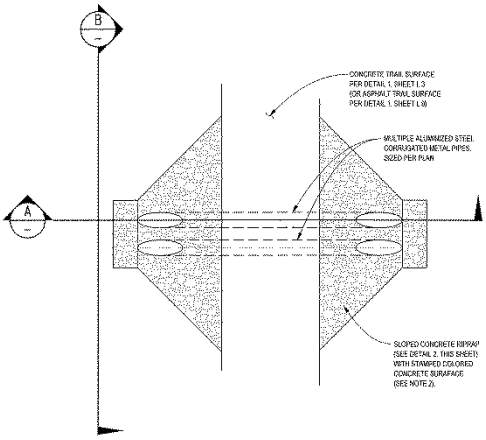
3. Retaining walls will only be used when absolutely necessary, to stabilize slopes and only if natural rock cut will not suffice. Retaining walls under forty-eight inches (48”) tall shall be constructed of native materials, as detailed below:



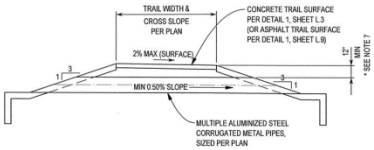
4. Stream and drainage crossings will be located in relatively narrow, shallow sections of drainage ways to minimize negative environmental impacts. Low water crossings will be used whenever possible, culverts will be used when agreed upon by Owner and City. Crossing types and examples are depicted below:

A. Low Water Crossing:

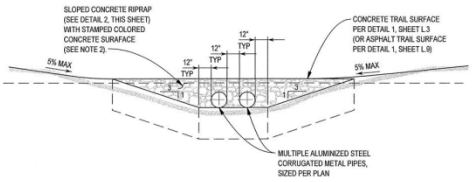
a. Use an appropriate length slab or structure to protect the "wetted perimeter" of the natural flow channel.
b. Protect the structure with cutoff walls, riprap, gabions, concrete slabs, or other scour protection. The downstream edge may require energy dissipaters or riprap protection because of the accelerated flows across the structure.
c. Place foundations into scour resistant material or below the depth of scour. Prevent foundation or channel scour with the use of locally placed heavy riprap, gabion baskets, concrete reinforcement or native vegetation.



PLAN VIEW



SECTION A



SECTION B

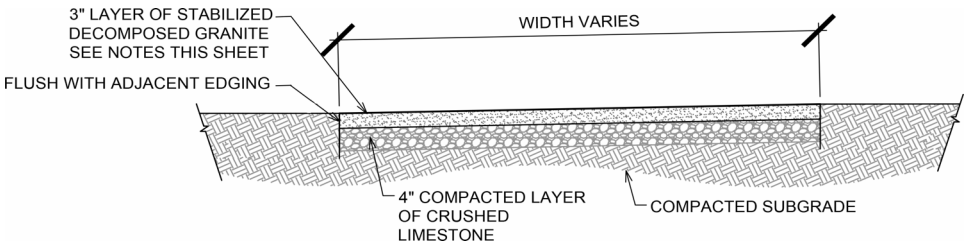
B. Culvert Crossing:

a. Use an appropriate length slab or structure to protect the “wetted perimeter” of the natural flow channel.
b. Culvert sizes appropriate for water shed and flow capacities. All culverts shall be aluminized metal pipe unless noted otherwise. Inlet and outfall pipes shall be cut to conform to slope.
c. Protect the entire structure with cutoff walls, riprap, gabions, concrete slabs, or other scour protection. The downstream edge may require energy dissipaters or riprap protection because of possible accelerated flows across the structure.
d. Place foundations into scour resistant material or below the depth of scour. Prevent foundation or channel scour with the use of locally placed heavy riprap, gabion baskets, concrete reinforcement or native vegetation.

Yearwood – Connector Trail Standards

Purpose: Connector trails are intended to provide access to the greater trail network or to surrounding amenities within the Yearwood property.

1. Connector trails width will be a minimum of five (5) feet. In limited areas, to navigate extreme topographical conditions or preserve significant features such as rock formations, important vegetation, trees, or other environmental features, trail width may be reduced to four (4) feet for a maximum distance of fifty (50) feet.
2. Connector trails shall be ADA compliant in accordance with U.S. Forest Service Outdoor Recreation Accessibility Guidelines (FSORAG) and applicable federal accessibility standards.
3. Trail surface will be a compactable aggregate material, such as decomposed granite, as detailed below:



4. The minimum vegetation cleared zone will be the trail width plus two (2) feet to either side of the trail and seven (7) feet vertical, unless the clear zone is limited due to extreme topographical conditions, important vegetation, trees or environmental features.
5. In areas of transition to the regional trail network, trailheads, or areas of high pedestrian traffic, the trail surface shall transition to reinforced concrete or asphalt.
6. Sustained running grades will not exceed 5%, and cross slope 2%. A maximum of 8% may occur for distances no further than thirty (30) feet. In limited areas, due to extreme topographical conditions or environmental features, FSORAG guidelines will be followed. If trail is not feasible under FSORAG guidelines, Developer will consult with City concerning alternate design options.

EXHIBIT N
TIF Offset Request Documentation
(Required for each Eligible Transportation Improvement)

For Construction, Installation, Other:

- Copy of Approved Plan
- Copy of As-Built Record Drawings
- For each Eligible Transportation Improvement:
    - Notices, Bid Forms, Contract Documents (demonstrating compliance with public procurement requirements)
    - Unit Prices and Quantities
    - Approved Pay Applications
    - Bills Paid Affidavits
    - Certificates of Payment (which may, at Engineer's sole discretion, be delivered as a customary engineer's statement on a Pay Application) executed by Engineer

For All Eligible Transportation Improvements:

- A written, signed, and notarized Developer Certificate in the form set forth below

TIF Agreement Reference (Name, Parties, Date, Subdivision Name): _____

DEVELOPER CERTIFICATE FOR TIF OFFSETS REQUEST

In connection with the request for TIF Offsets under the referenced Agreement, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The TIF Offset request has not been the subject of any prior request submitted to the City.

3. The TIF Offset Documentation submitted to the City is a true and accurate representation of the actual costs associated with the construction of the Eligible Transportation Improvements.

4. The Developer is in compliance with the terms and provisions of the Development Agreement between the City and the Developer.

5. The Developer agrees to cooperate with the City in conducting its review of the submitted information and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

6. Improvements for which credit is being sought were publicly bid.

7. The total amount of Eligible Transportation Improvements is $_____

I hereby certify that the above representations and warranties are true and correct.

DEVELOPER NAME

_____ a _____ _____

By:_____

Its:_____

By:_____

Printed Name:_____

Title:_____

Date:_____

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me the ____ day of _____, 202___, by _____, _____ of _____, on behalf of the Developer.

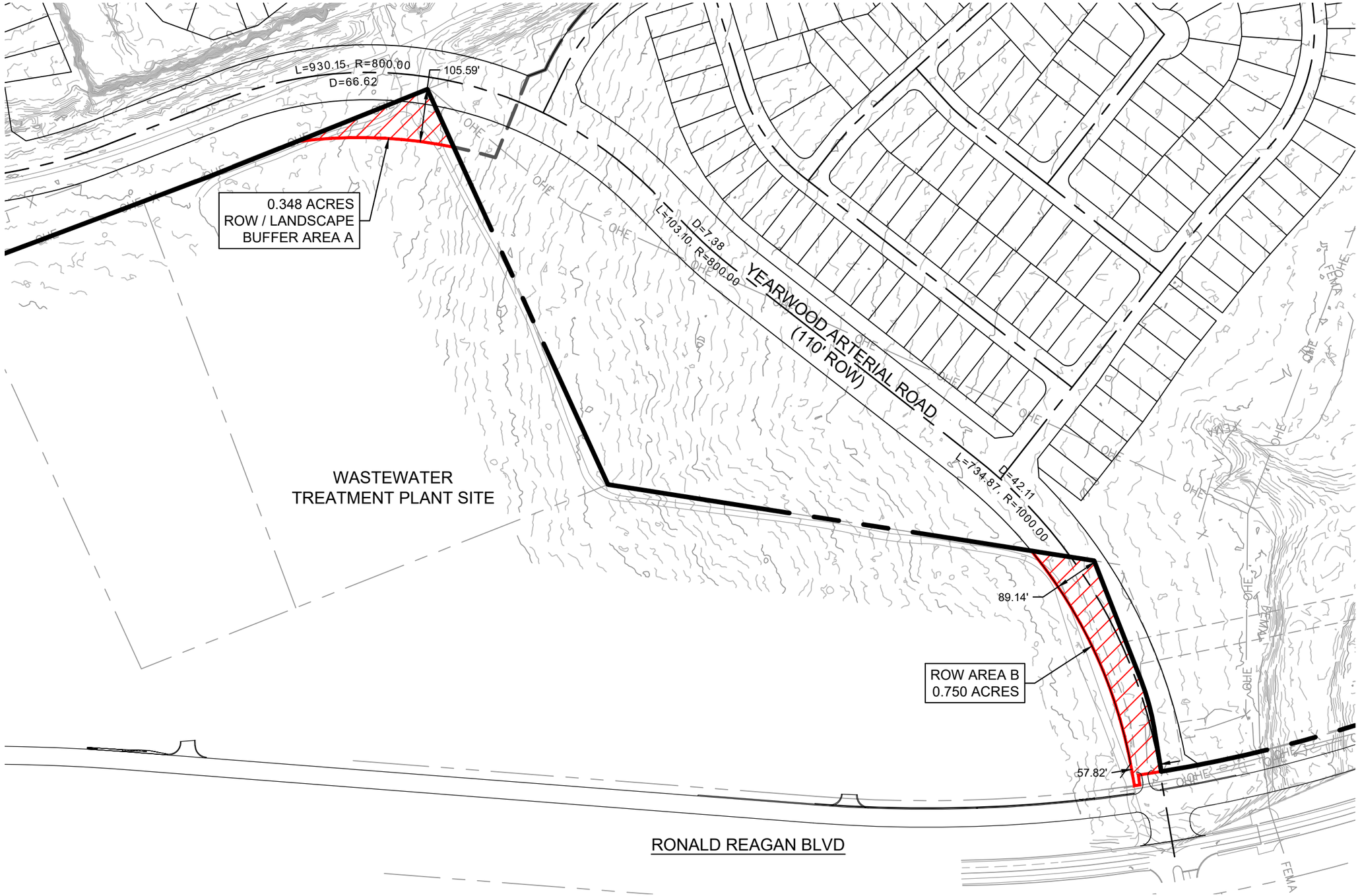
(*seal*)

_____

Notary Public, State of _____

EXHIBIT O

RIGHT OF WAY EXHIBIT



SCALE: 1" = 200'

GRAPHIC SCALE IN FEET

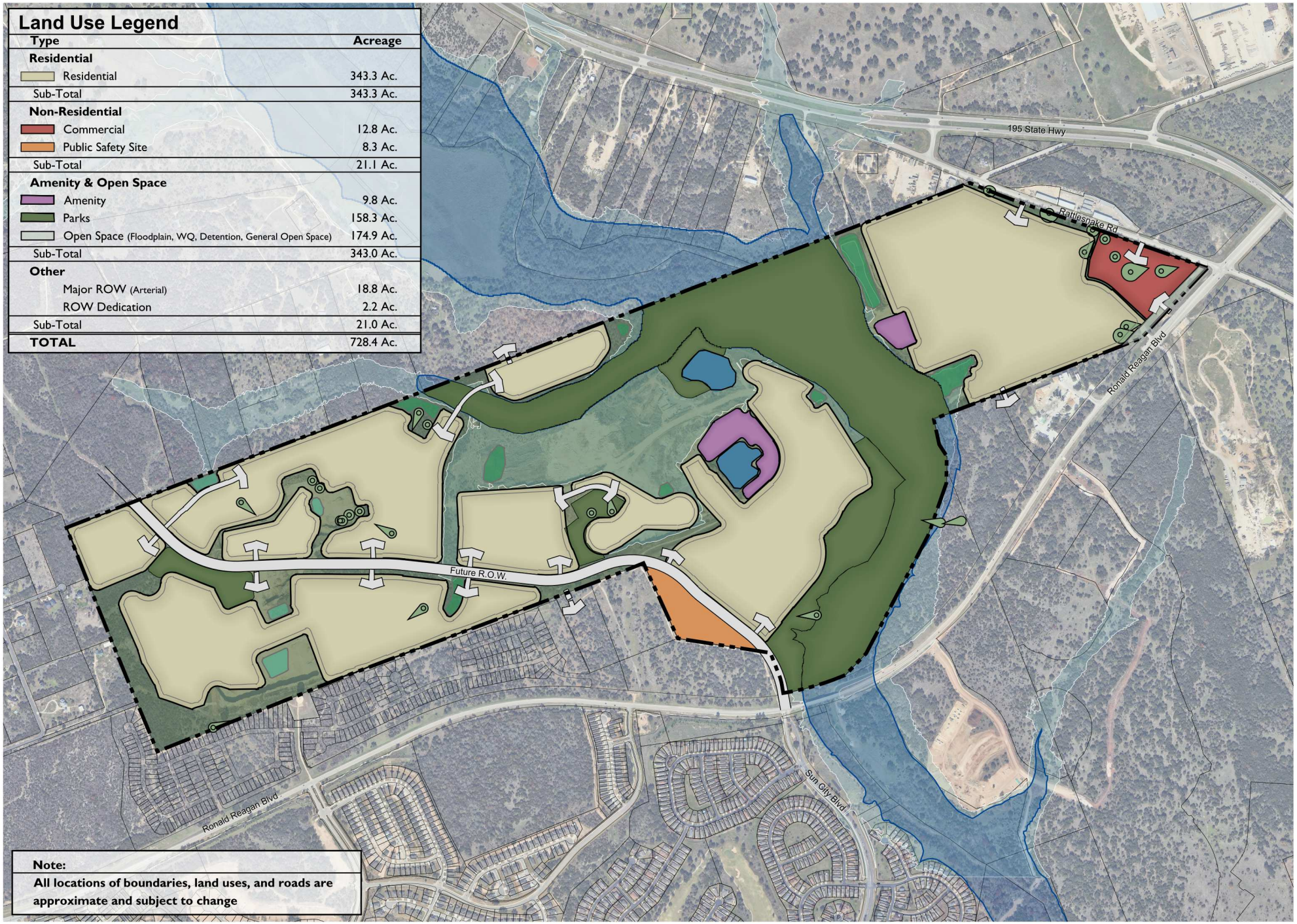
0 100 200 400

PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	7/22/2026	CHECKED BY:	JAB

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1622 FREEHOLD\12068 YEARWOOD TRACT\CAD\EXHIBITS\26-0722 - ARTERIAL ROW EXHIBIT.DWG DATE: 7/22/2026 8:09:25 AM BY: MSULLIVAN

EXHIBIT P



Land Use Legend

Type	Acreage
Residential	
Residential	343.3 Ac.
Sub-Total	343.3 Ac.
Non-Residential	
Commercial	12.8 Ac.
Public Safety Site	8.3 Ac.
Sub-Total	21.1 Ac.
Amenity & Open Space	
Amenity	9.8 Ac.
Parks	158.3 Ac.
Open Space (Floodplain, WQ, Detention, General Open Space)	174.9 Ac.
Sub-Total	343.0 Ac.
Other	
Major ROW (Arterial)	18.8 Ac.
ROW Dedication	2.2 Ac.
Sub-Total	21.0 Ac.
TOTAL	728.4 Ac.

Note:
All locations of boundaries, land uses, and roads are approximate and subject to change

YEARWOOD • **CONCEPTUAL LAND PLAN**

Scale: 1" = 1/4 Mile

PROPRIETARY & CONFIDENTIAL INFORMATION
Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accura completeness. This plan is concep change, and does not represent ar approval
L:\2024\24003807 Yearwood Parce PUD\Exhibits\Land Use Plan\Conc

Exhibit Q

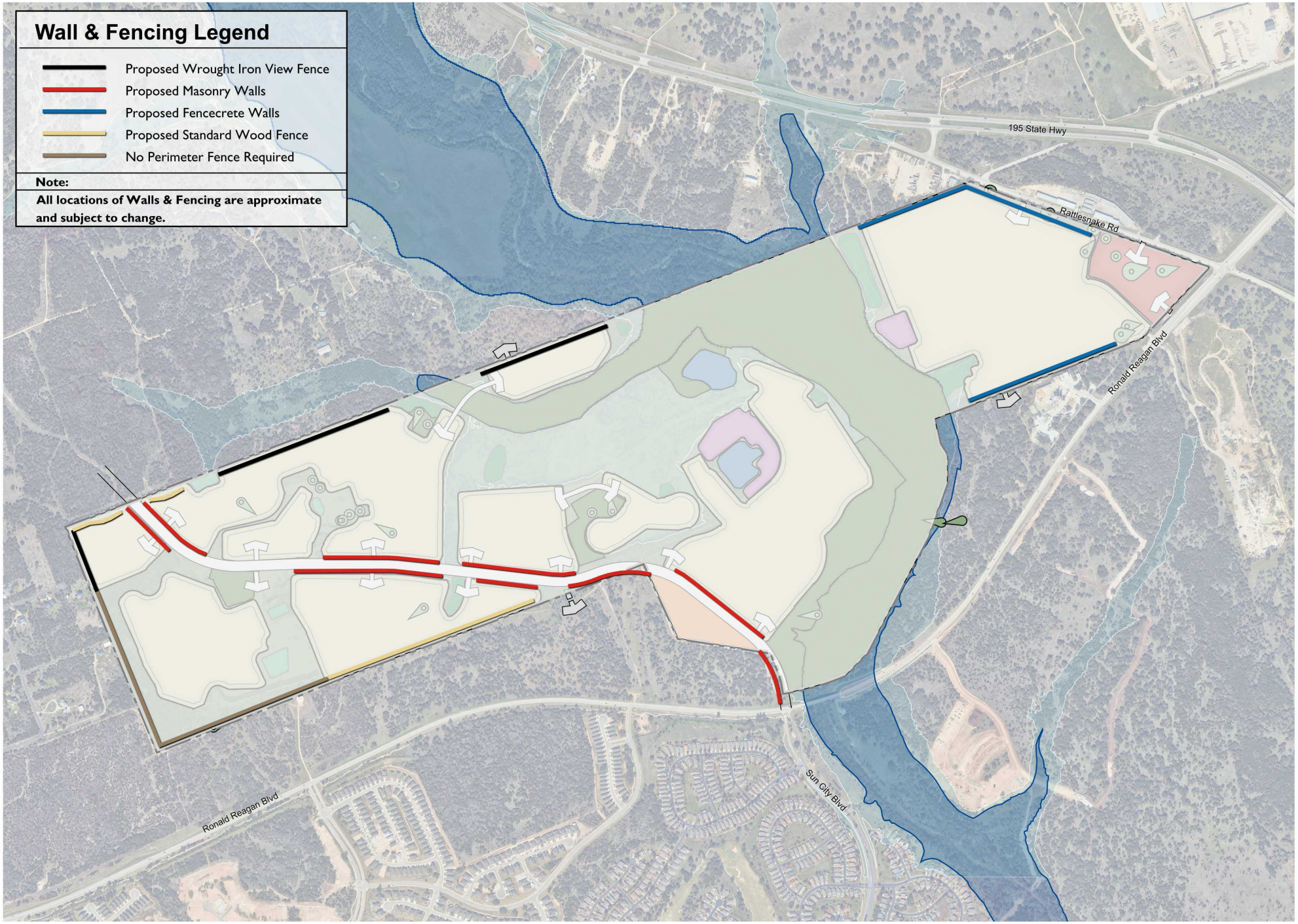
TREE SCHEDULE

KEY	TREE # [DATE] SURVEY	TREE # [DATE] SURVEY (delete column if n/a)	DBH SIZE	MULTI-STEM Measurements	HALF CRITICAL ROOT ZONE	LATIN NAME	COMMON NAME

LEGEND	D= DEAD OR DISEASED (separate inventory required for review and approval by city arborist)
P= PROTECTED (TO REMAIN)	
HT= HERITAGE TREE (TO REMAIN)	NP= NOT PROTECTED
R-P= REMOVAL OF PROTECTED TREE	C= CREDIT TREES
R-HT= REMOVAL OF HERITAGE TREE	X= PROHIBITED SPECIES (MUST BE REMOVED)
I= INVASIVE/CONTROLLED	** = MITIGATED AT 1:5

		REQUIRED	PROVIDED
TOTAL NUMBER OF ALL PROTECTED AND HERITAGE TREES		X TREES	X TREES
TOTAL NUMBER OF PROTECTED TREES REQUIRED TO REMAIN		X TREES	X TREES
PROTECTED TREE PRESERVATION CALCULATION		X PROTECTED TREES * .2 = X TREES TO REMAIN	
X PROTECTED TREES / X ACRES = X TREES (PER ACRE)		X TREES PER ACRE	X TREES PER ACRE
TREE DENSITY * (0.2)= MINIMUM TOTAL # OF PROTECTED TREES REQUIRED TO REMAIN ON SITE		X TREES	X TREES
SOME PUDS & DAS MAY HAVE HIGHER MINIMUM DENSITY REQUIREMENT PERCENTAGES FOR EXAMPLE 40%		X	X

EXHIBIT R



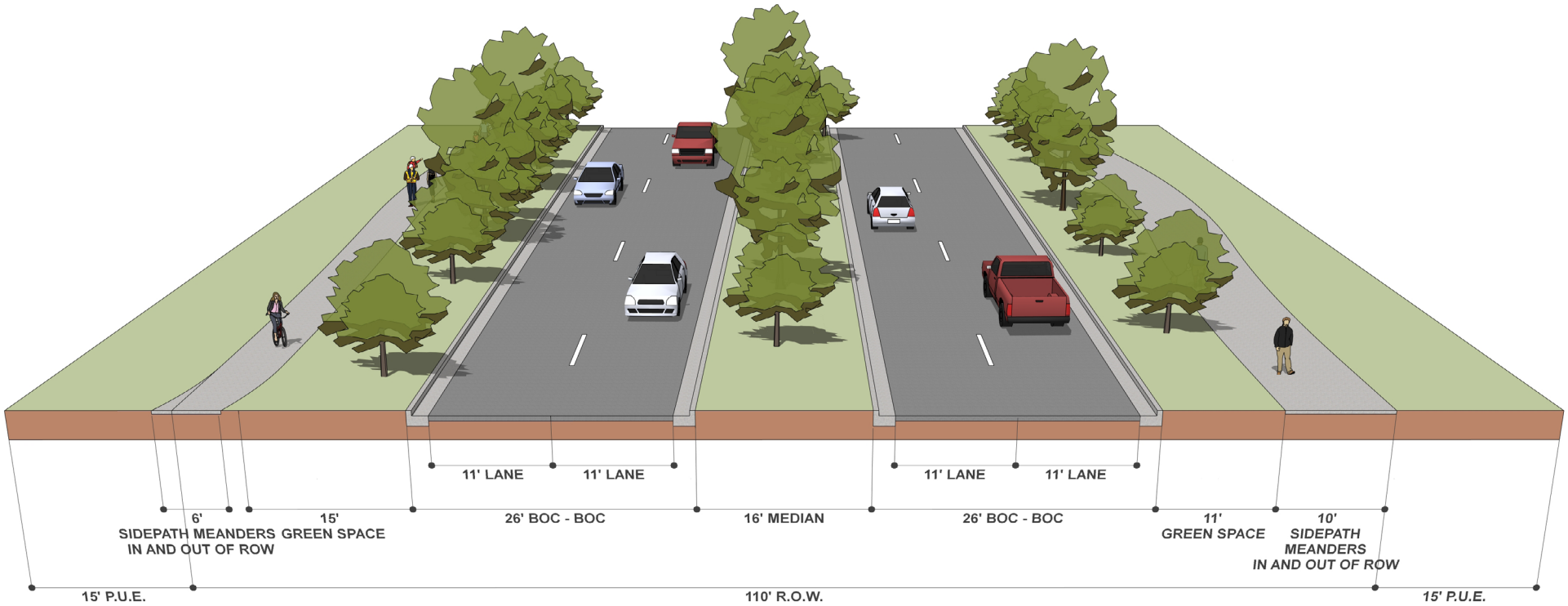
RVi

YEARWOOD • **CONCEPTUAL WALL & FENCING PLAN**

Scale: 1" = 1/4 Mile

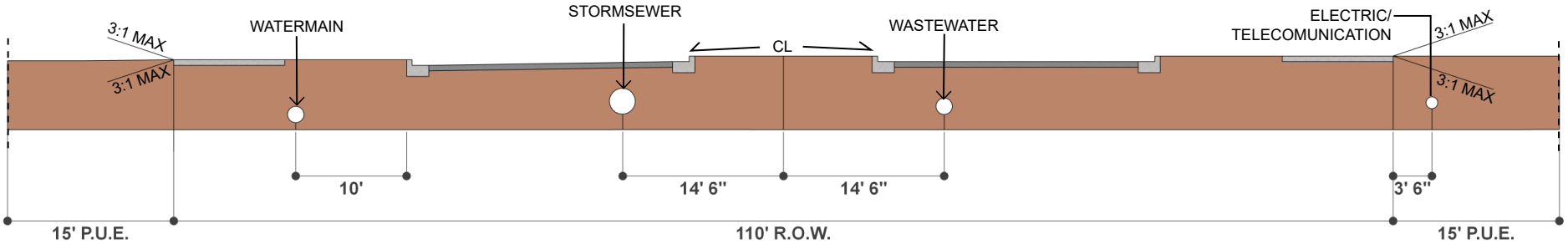
PROPRIETARY & CONFIDENTIAL INFORMATION
Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy completeness. This plan is concep change, and does not represent an approval
L:\2024\24009807 Yearwood Parcel PUD\Exhibits\Wall & Fence Exhibit

EXHIBIT S



CROSS SECTION

N.T.S



UTILITIES

N.T.S

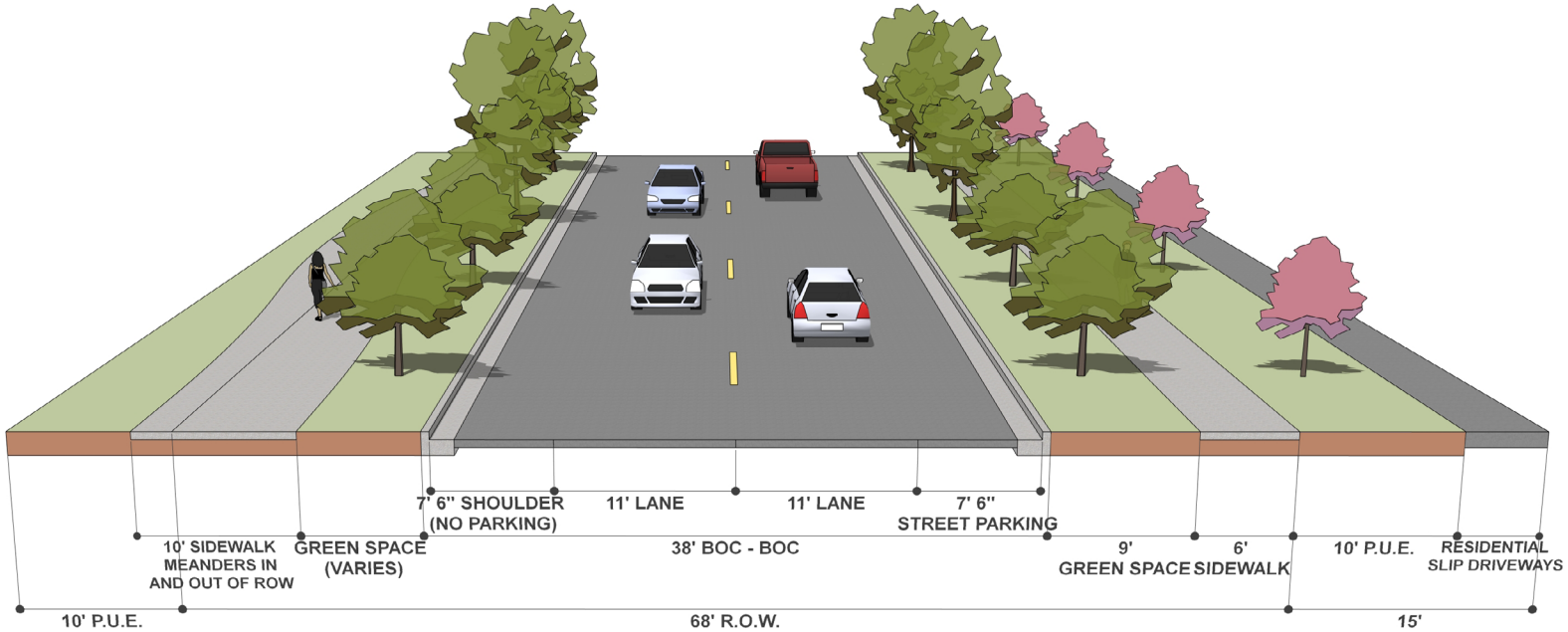
NOTE:

- **UTILITY LOCATIONS: ALL UTILITY AND PUE LOCATIONS/ LAYOUTS CAN BE MODIFIED IN ORDER TO PRESERVE ENVIRONMENTAL FEATURES AND HERITAGE TREES.**
- **DESIGN SPEED - 40 MPH**
- **SUBJECT TO CHANGE**

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

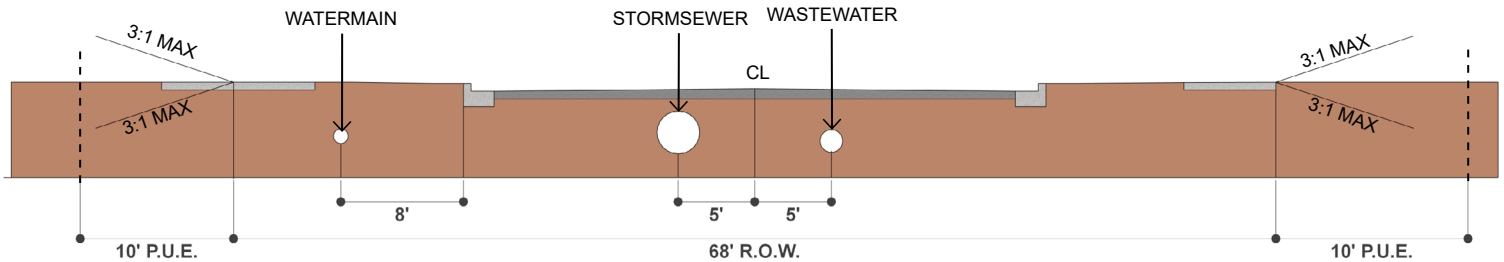
YEARWOOD PARCEL STREET SECTION • 110' R.O.W. MINOR ARTERIAL & UTILITIES

August 20, 2026



CROSS SECTION

N.T.S



UTILITIES

N.T.S

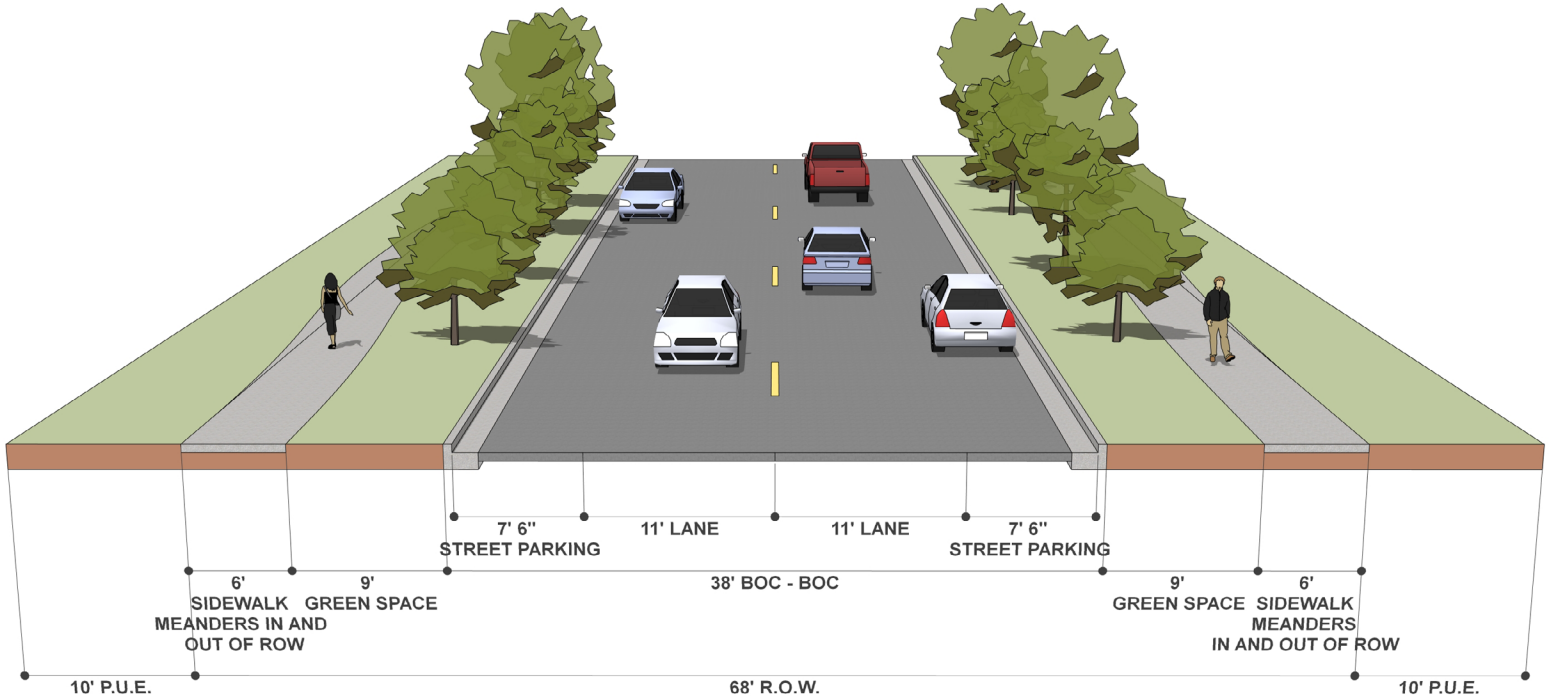
NOTE:

- **UTILITY LOCATIONS: ALL UTILITY AND PUE LOCATIONS/ LAYOUTS CAN BE MODIFIED IN ORDER TO PRESERVE ENVIRONMENTAL FEATURES AND HERITAGE TREES.**
- **SHADE TREES PLANTED BETWEEN BACK-OF-CURB AND SIDEWALK SHALL NOT REQUIRE A ROOT BARRIER PROVIDED THE SEPARATION BETWEEN THE BACK-OF-CURB AND SIDEWALK IS A MINIMUM OF 9 FEET.**
- **DESIGN SPEED - 30 MPH**
- **SUBJECT TO CHANGE**

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

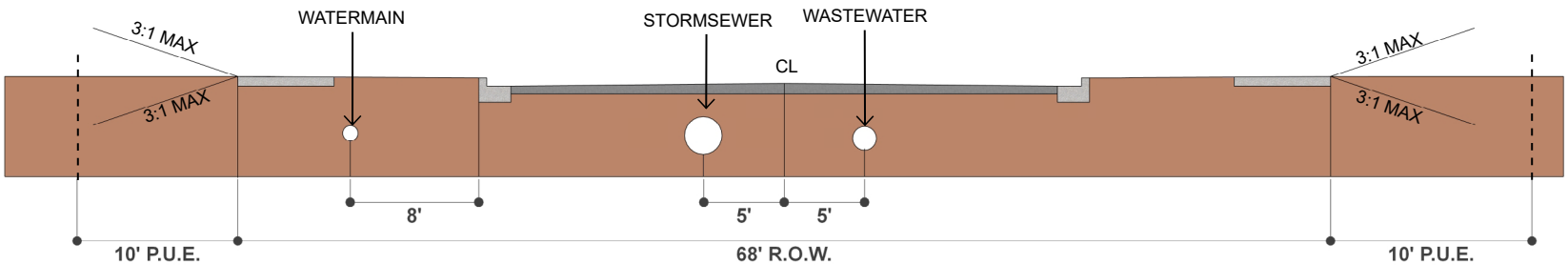
YEARWOOD PARCEL STREET SECTION • 68' R.O.W. NEIGHBORHOOD COLLECTOR & UTILITIES

August 20, 2026



CROSS SECTION

N.T.S



UTILITIES

N.T.S

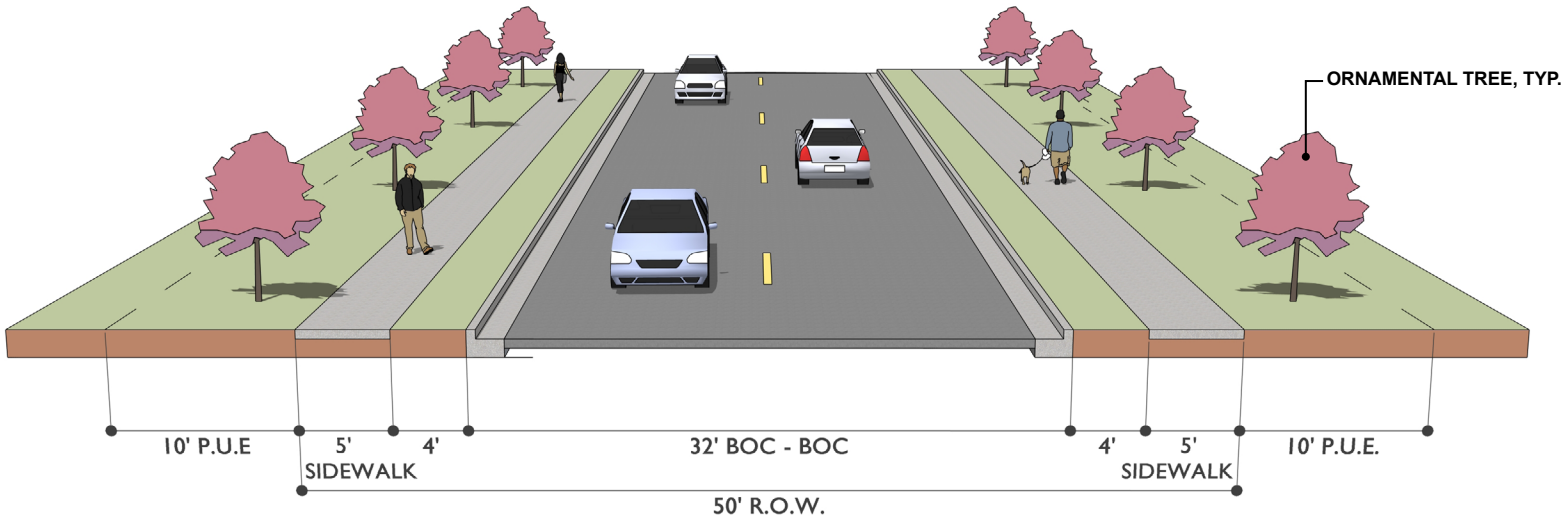
NOTE:

- **SHADE TREES PLANTED BETWEEN BACK-OF-CURB AND SIDEWALK SHALL NOT REQUIRE A ROOT BARRIER PROVIDED THE SEPARATION BETWEEN THE BACK-OF-CURB AND SIDEWALK IS A MINIMUM OF 9 FEET.**
- **DESIGN SPEED - 30 MPH**
- **SUBJECT TO CHANGE**

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

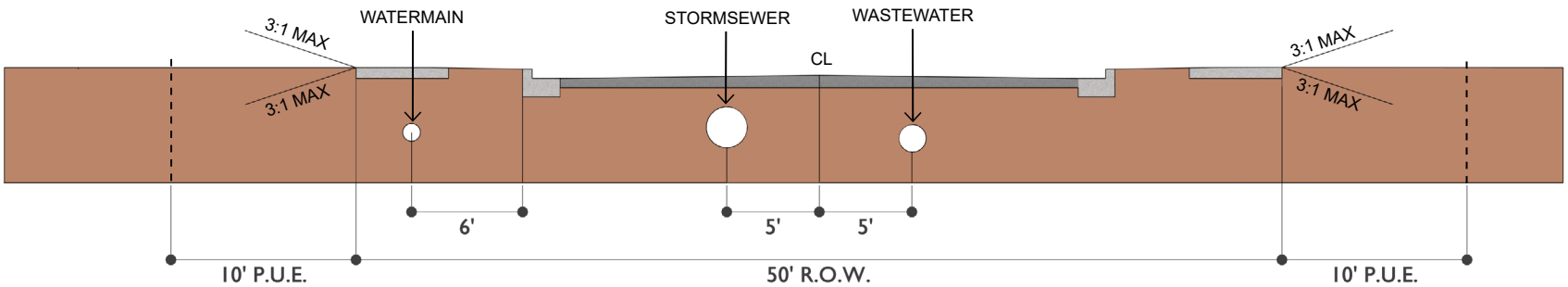
YEARWOOD PARCEL STREET SECTION • 68' R.O.W. RESIDENTIAL COLLECTOR & UTILITIES

August 20, 2026



CROSS SECTION

N.T.S



UTILITIES

N.T.S

NOTE:

- **UTILITY LOCATIONS: ALL UTILITY AND PUE LOCATIONS/ LAYOUTS CAN BE MODIFIED IN ORDER TO PRESERVE ENVIRONMENTAL FEATURES AND HERITAGE TREES.**
- **DESIGN SPEED - 30 MPH**
- **PROJECT ADT RANGE: 1 - 1,000**
- **NO TREES ARE ALLOWED IN THE 4' LOCAL ROAD PLANTER STRIP**
- **SUBJECT TO CHANGE**

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

YEARWOOD PARCEL STREET SECTION • 50' R.O.W. LOCAL STREET & UTILITIES

August 20, 2026

Yearwood In-City MUD

Consent to Creation & Consent Agreement

September 22, 2026

Nick Woolery, Assistant City Manager

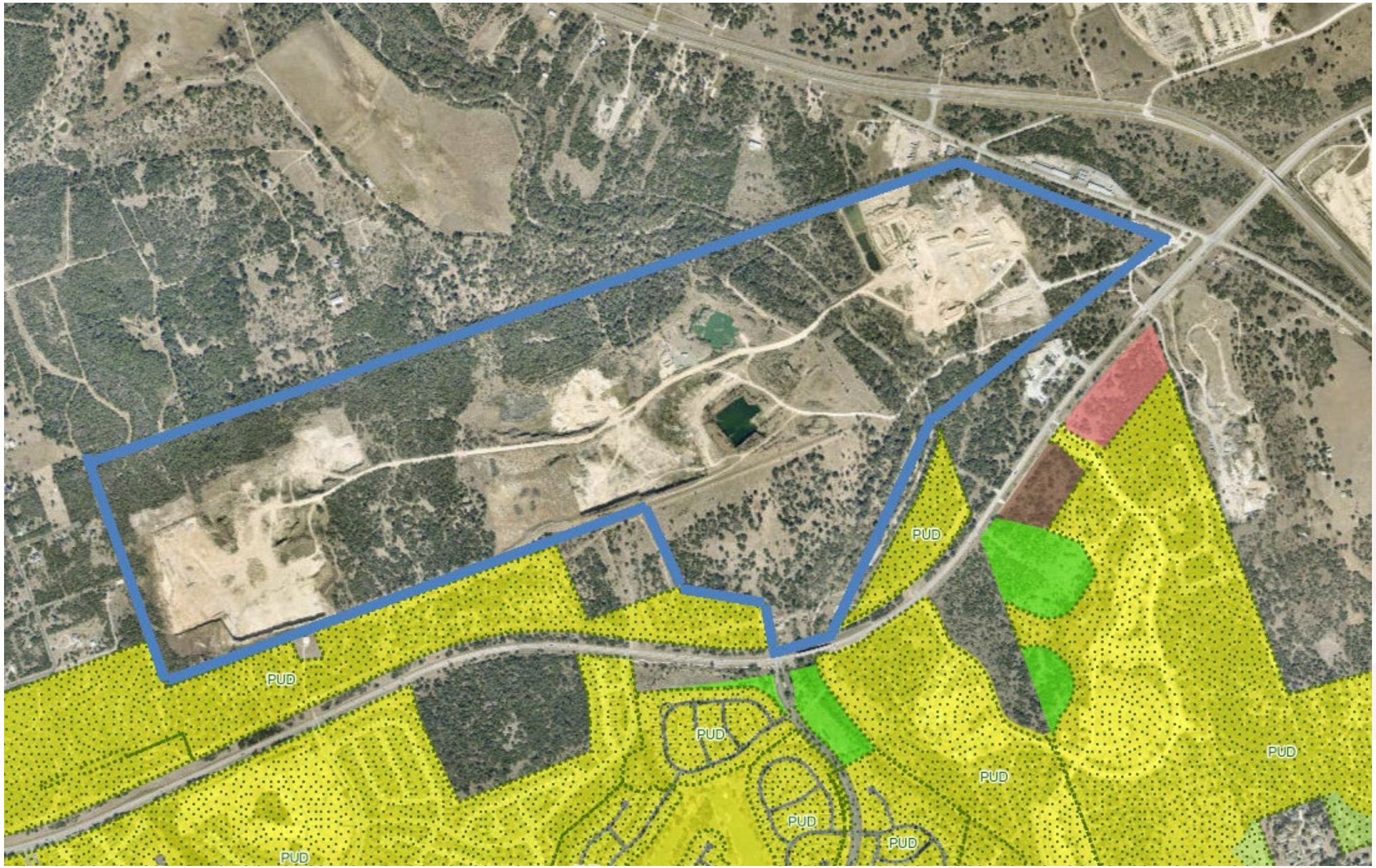
GEORGETOWN TEXAS

Project Timeline

11/21/2025: MUD Declaration of Intent was submitted to the City

2/10/2026: First Council Workshop was held to discuss the project and get feedback from City Council

3/24/2026: Second Council Workshop was held and Council expressed support for staff to negotiate a MUD Consent Agreement


PUD
PUD
PUD
PUD
PUD
PUD
PUD
PUD

Agreement Major Components

- Effective Dates / District Creation
- MUD Bond / Tax Rate Requirements
- Land Use & Development
- Parkland & Amenity Centers
- Transportation
- Water / Wastewater Service

Agreement Parties

Yearwood:	Current landowner
Peregrine:	Anticipated purchaser of the land
FCL (Freehold):	Anticipated developer of the land
District:	Future Municipal Utility District, to be titled once established

- *Yearwood may only assign the agreement to Peregrine or FCL*
- *Peregrine and FCL may only assign the agreement if the eight conditions within the agreement are satisfied*

MUD Consent Agreement
Effective Dates / District Creation

- **Agreement effective if the following happens within 60 days from Council approval:**
  - Agreement executed by all parties
  - Peregrine has acquired fee simple title to the land from Yearwood
- **Voluntary Annexation**
  - Peregrine's request for voluntary annexation will be deemed submitted on the Peregrine closing date
- **Peregrine Termination**
  - Peregrine shall have the right to terminate if the City has not completed the annexation proceedings and PUD zoning within 120 days
- **In-City MUD District**
  - Peregrine and FCL both stipulate the request is for an In-City Municipal Utility District consent and City Council agrees to consent to said district creation

MUD Consent Agreement
MUD Bond / Tax Rate Requirements

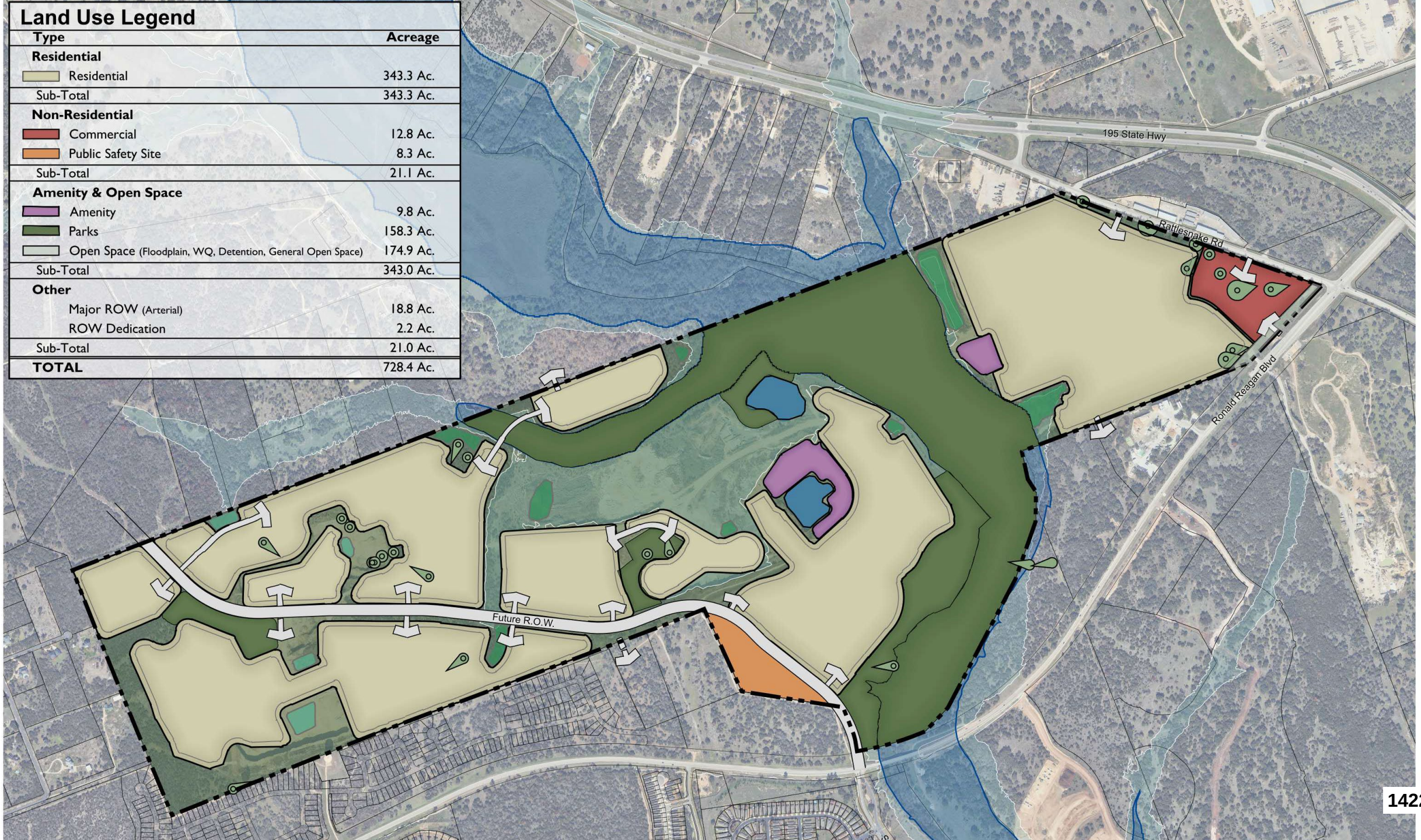
- **Authorized purposes in which MUD bonds may be issued for:**
  - Water Infrastructure
  - Wastewater Infrastructure
  - Drainage Infrastructure
  - Roadway Infrastructure
  - Parks and Recreation Facilities
- **MUD Bond Restrictions**
  - The maximum MUD bond maturity shall be no greater than 25 years from each bond issuance
  - MUD shall have ten years from the first issuance to issue all bonds
- **MUD Maximum Tax Rate**
  - District shall be required to maintain a combined debt service and maintenance/operation tax rate at no more than $0.65 per $100 in assessed valuation

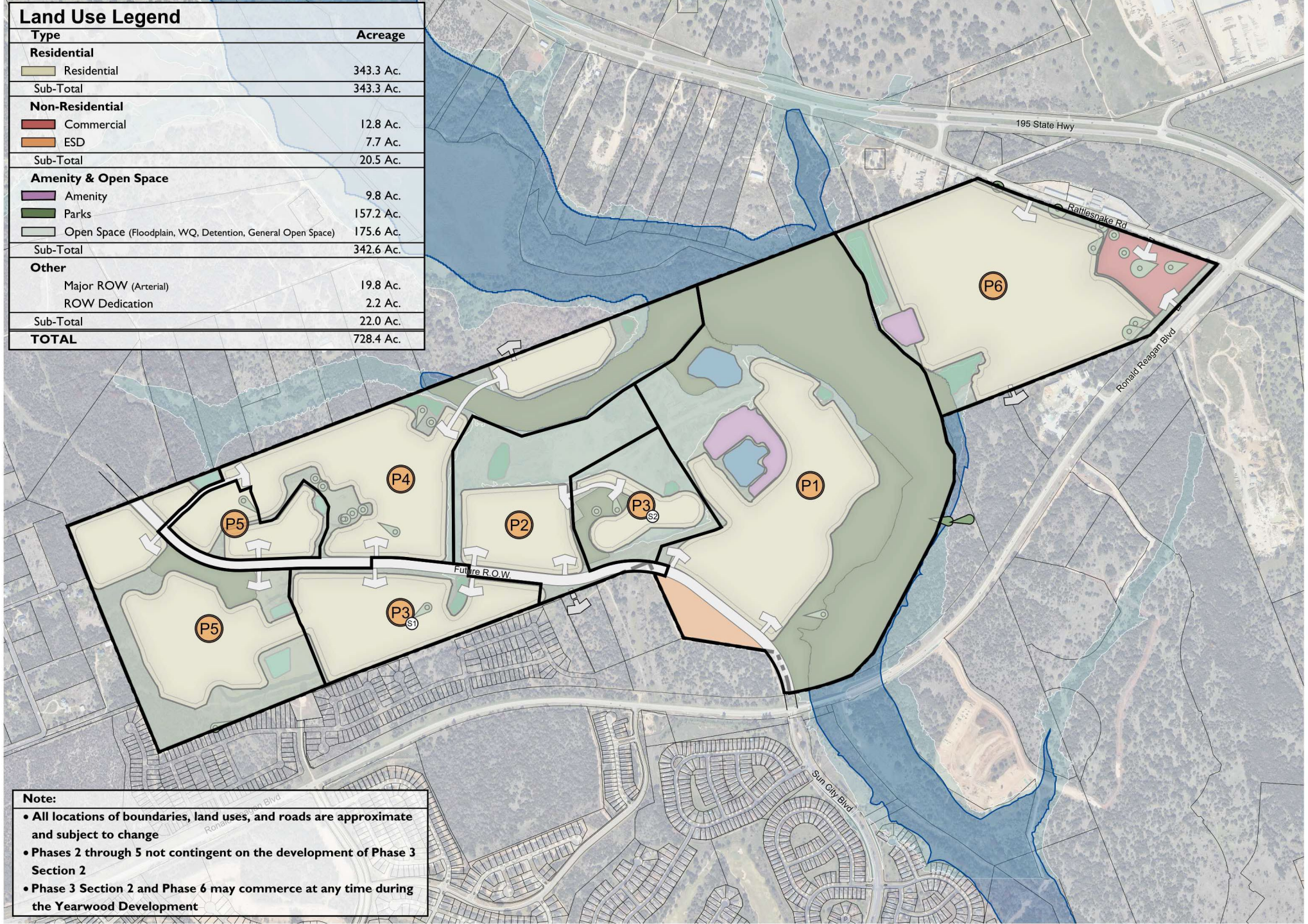
MUD Consent Agreement
Land Use & Development

- **Conceptual Land Use Plan**
  - As annexation and zoning have not occurred, the conceptual land use plan will serve as the basis for the impending PUD zoning
- **UDC Compliance**
  - Development shall comply with the new adopted Unified Development Code, except in the instances specifically called out within the agreement
- **Phasing Plan**
  - Agreement includes a phasing plan, which is generally conceptual in nature except when called out in the agreement for the timing of the Major Arterial and Regional Trail
- **Public Safety Site**
  - Developer is required to dedicate a 7 acre public safety site to the City via deed, with frontage along the Major Arterial roadway

Land Use Legend

Type	Acreage
Residential	
Residential	343.3 Ac.
Sub-Total	343.3 Ac.
Non-Residential	
Commercial	12.8 Ac.
Public Safety Site	8.3 Ac.
Sub-Total	21.1 Ac.
Amenity & Open Space	
Amenity	9.8 Ac.
Parks	158.3 Ac.
Open Space (Floodplain, WQ, Detention, General Open Space)	174.9 Ac.
Sub-Total	343.0 Ac.
Other	
Major ROW (Arterial)	18.8 Ac.
ROW Dedication	2.2 Ac.
Sub-Total	21.0 Ac.
TOTAL	728.4 Ac.





Land Use Legend

Type	Acreage
Residential	
Residential	343.3 Ac.
Sub-Total	343.3 Ac.
Non-Residential	
Commercial	12.8 Ac.
ESD	7.7 Ac.
Sub-Total	20.5 Ac.
Amenity & Open Space	
Amenity	9.8 Ac.
Parks	157.2 Ac.
Open Space (Floodplain, WQ, Detention, General Open Space)	175.6 Ac.
Sub-Total	342.6 Ac.
Other	
Major ROW (Arterial)	19.8 Ac.
ROW Dedication	2.2 Ac.
Sub-Total	22.0 Ac.
TOTAL	728.4 Ac.

Note:

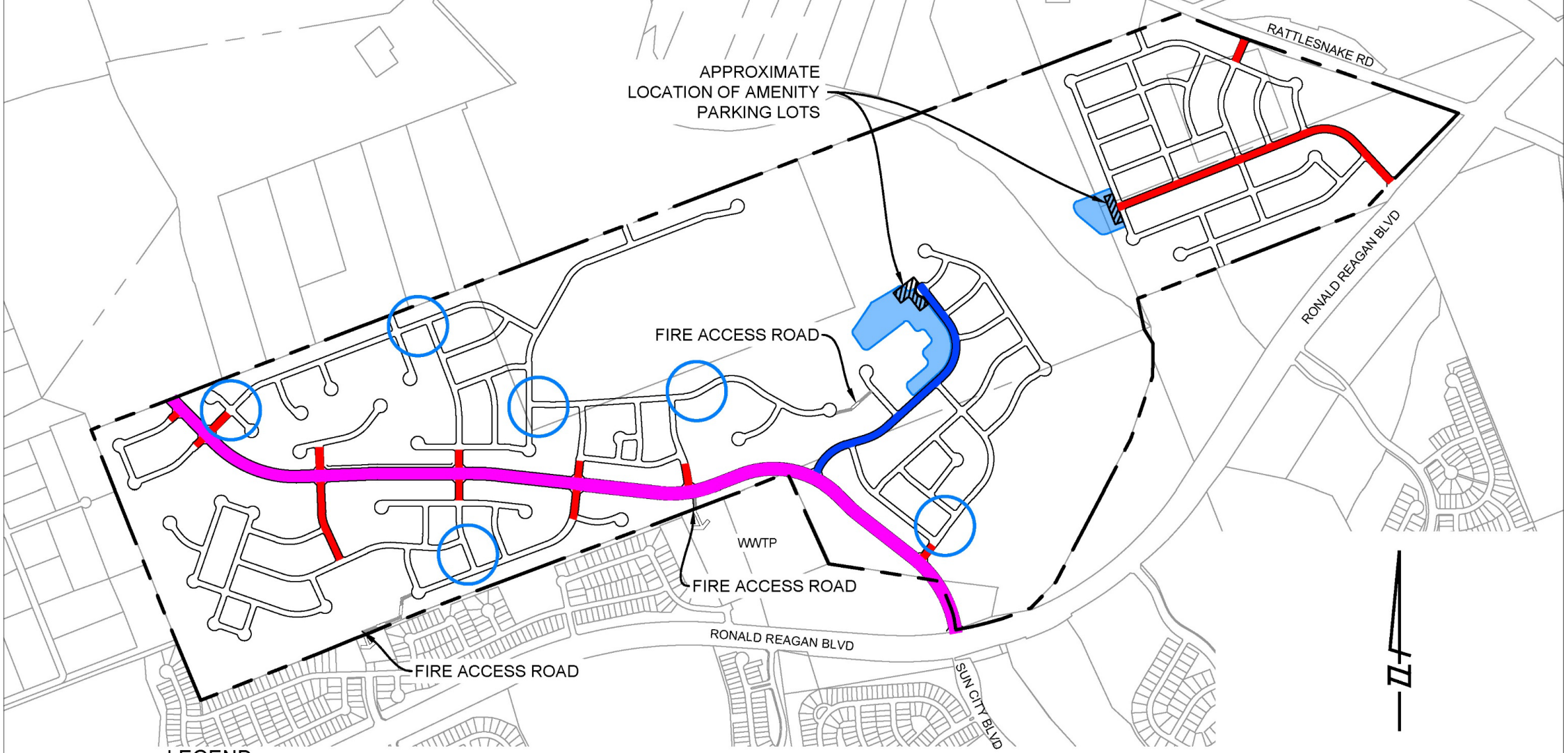
- **All locations of boundaries, land uses, and roads are approximate and subject to change**
- **Phases 2 through 5 not contingent on the development of Phase 3 Section 2**
- **Phase 3 Section 2 and Phase 6 may commence at any time during the Yearwood Development**

MUD Consent Agreement
Land Use & Development

Lot Mix	
Housing Type / Lot Size	**Required Percentage**
Duplex / Townhome	0-15%
45' Wide Single Family Lots	15-40%
50-55' Wide Single Family Lots	35-45%
60' Wide Single Family Lots	15-35%

MUD Consent Agreement
Land Use & Development

- **HOA Requirement**
  - Prior to the first sale of a lot, Developer is required to record a Master Covenant, which sets forth the creation and perpetual existence of an HOA and requirement for perpetual maintenance of all improvements required to be maintained per this agreement that are not maintained by the District
- **Drainage facilities owned and maintained by District or HOA**
- **Shared Driveways**
  - Along the Neighborhood Collector roadway, shared driveways will be allowed, but shall be privately owned and maintained
- **Underground Electric**
  - Temporary overhead electric lines will be allowed connecting to the Rock Bluff Ranch site, but only until the construction of the Minor Arterial roadway, which will require electric undergrounding



LEGEND

- MINOR ARTERIAL (110' ROW)
- NEIGHBORHOOD COLLECTOR (68' ROW)
- RESIDENTIAL COLLECTOR (68' ROW)
- LOCAL STREET (50' ROW)
- APPROXIMATE LOCATION OF TRAFFIC CALMING MEASURES
- 20' FIRE APPARATUS ACCESS ROAD
- AMENITY CENTER

NOTES:

1. SEE EXHIBIT S FOR STREET SECTIONS.

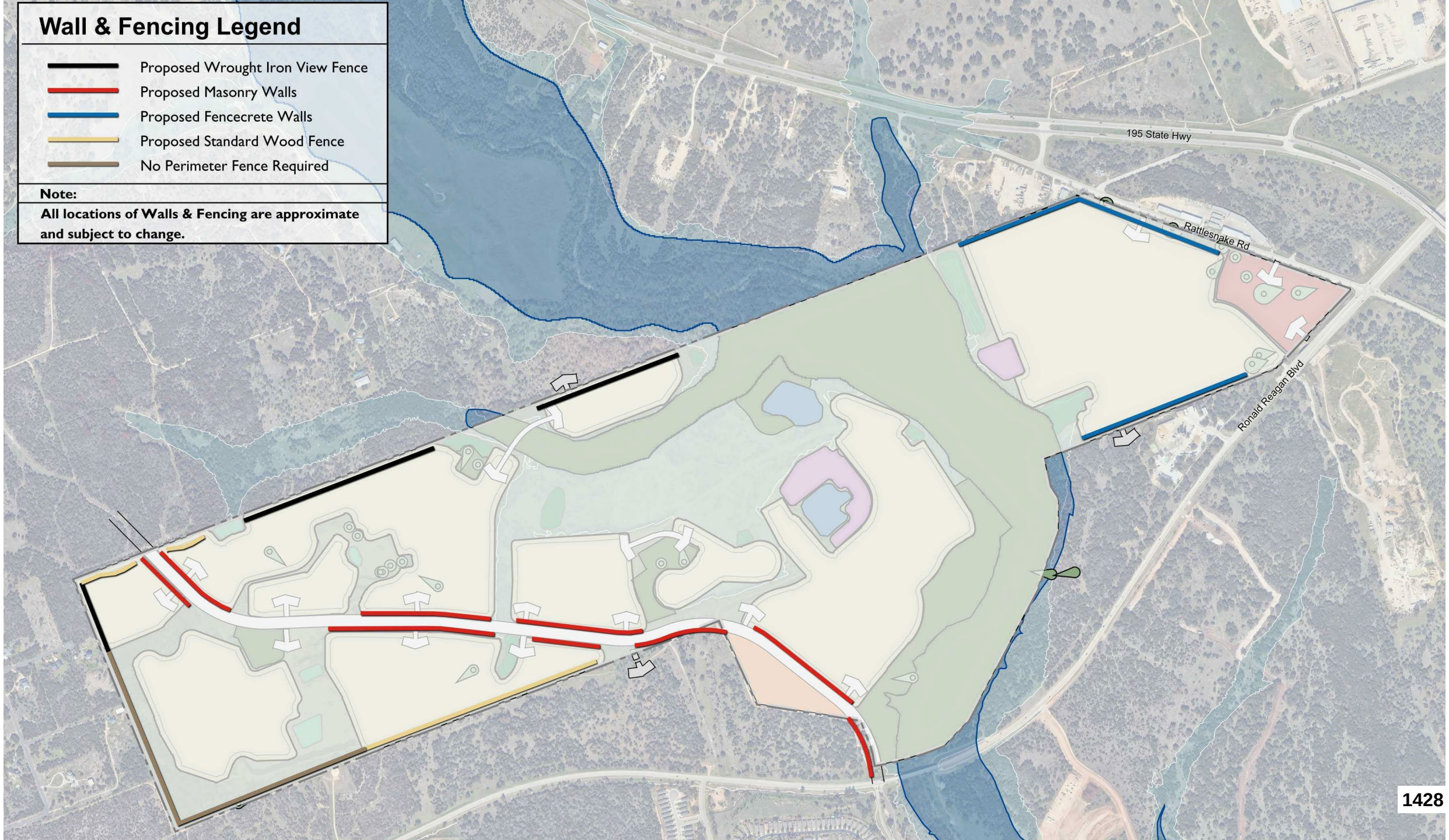
SCALE: 1" = 1300'
GRAPHIC SCALE IN FEET
0 325 650 1300

PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	8/24/2026	CHECKED BY:	JAB

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

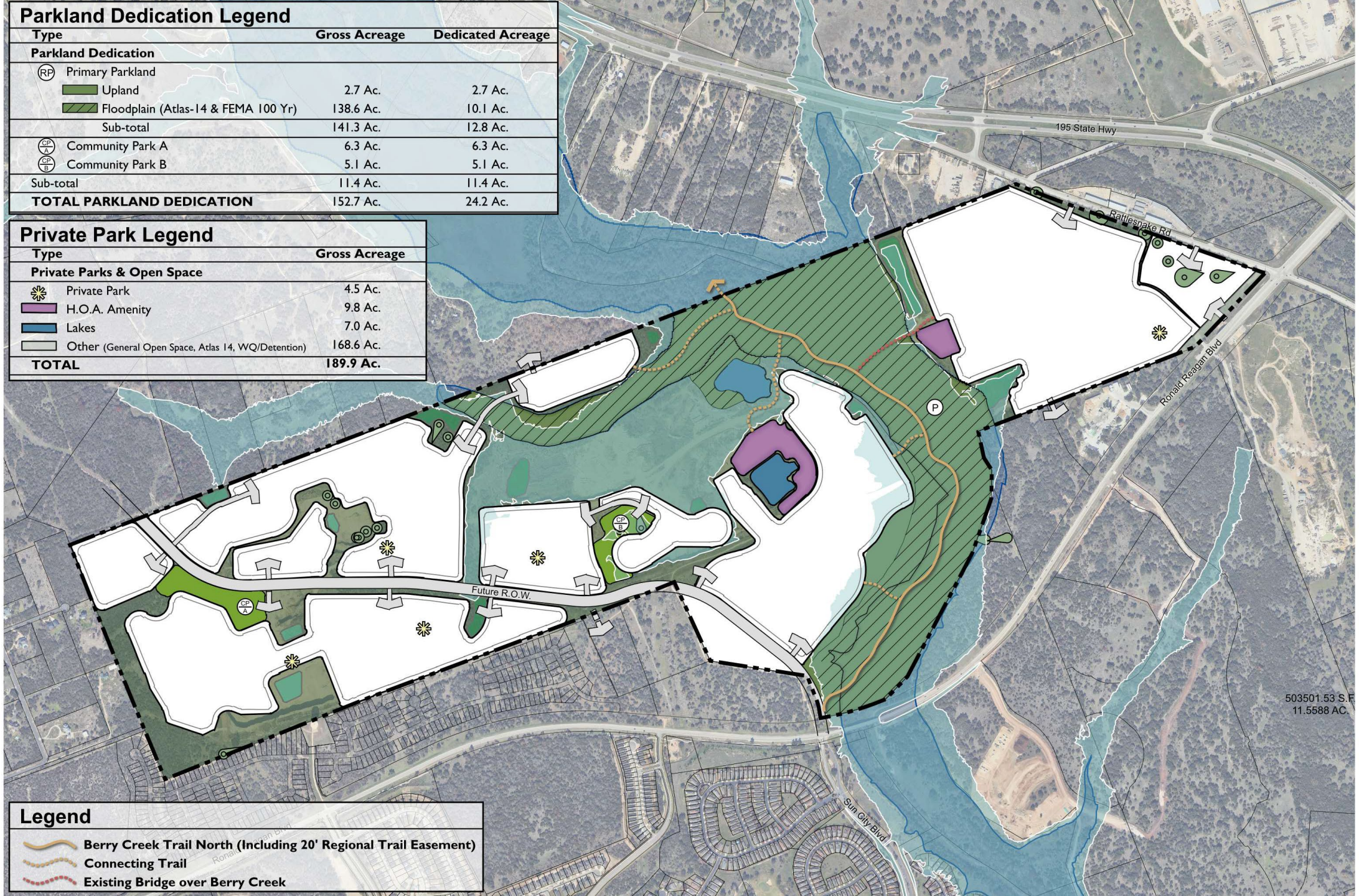
MUD Consent Agreement
Land Use & Development

- **Architectural and Masonry Requirements**
  - 100% masonry on non-residential buildings
  - 85% masonry on all residential fronts, first floor of sides and back, and all sides facing a street or parkland
  - Enhanced front elevation articulation
- **Walls and Fencing Requirements**
  - Masonry walls required along the Minor Arterial roadway
  - Various fencing types required along the perimeter of the site
- **Concrete Batch Plant Buffer**
  - Lots that border the Concrete Batch Plant must have a minimum backyard depth of 80 feet and any existing trees that provide buffer to the plant shall remain


Wall & Fencing Legend
Proposed Wrought Iron View Fence
Proposed Masonry Walls
Proposed Fencecrete Walls
Proposed Standard Wood Fence
No Perimeter Fence Required
Note:
All locations of Walls & Fencing are approximate and subject to change.
195 State Hwy
Rattlesnake Rd
Ronald Reagan Blvd

MUD Consent Agreement
Parks, Trails & Amenities

- **Parkland Requirements**
  - 140 acre Primary Park (conveyed to a combination of the City and Williamson County Conservation Foundation) prior to Phase 1
  - 11.4 acres of Community Parks
  - Regional Trail required to be complete prior to Phase 2
  - Connecting Trails and Private Parks required throughout the development
- **Amenity Centers**
  - West Amenity Center required prior to 200th building permit within Phases 1-5
    - Located adjacent to spring-fed pond
  - East Amenity Center required prior to 200th building permit within Phase 6
  - Both amenity centers to have access to a Collector level roadway



Parkland Dedication Legend

Type	Gross Acreage	Dedicated Acreage
Parkland Dedication		
(RP) Primary Parkland		
Upland	2.7 Ac.	2.7 Ac.
Floodplain (Atlas-14 & FEMA 100 Yr)	138.6 Ac.	10.1 Ac.
Sub-total	141.3 Ac.	12.8 Ac.
(CP A) Community Park A	6.3 Ac.	6.3 Ac.
(CP B) Community Park B	5.1 Ac.	5.1 Ac.
Sub-total	11.4 Ac.	11.4 Ac.
TOTAL PARKLAND DEDICATION	152.7 Ac.	24.2 Ac.

Private Park Legend

Type	Gross Acreage
Private Parks & Open Space	
Private Park	4.5 Ac.
H.O.A. Amenity	9.8 Ac.
Lakes	7.0 Ac.
Other (General Open Space, Atlas 14, WQ/Detention)	168.6 Ac.
TOTAL	**189.9 Ac.**

Legend

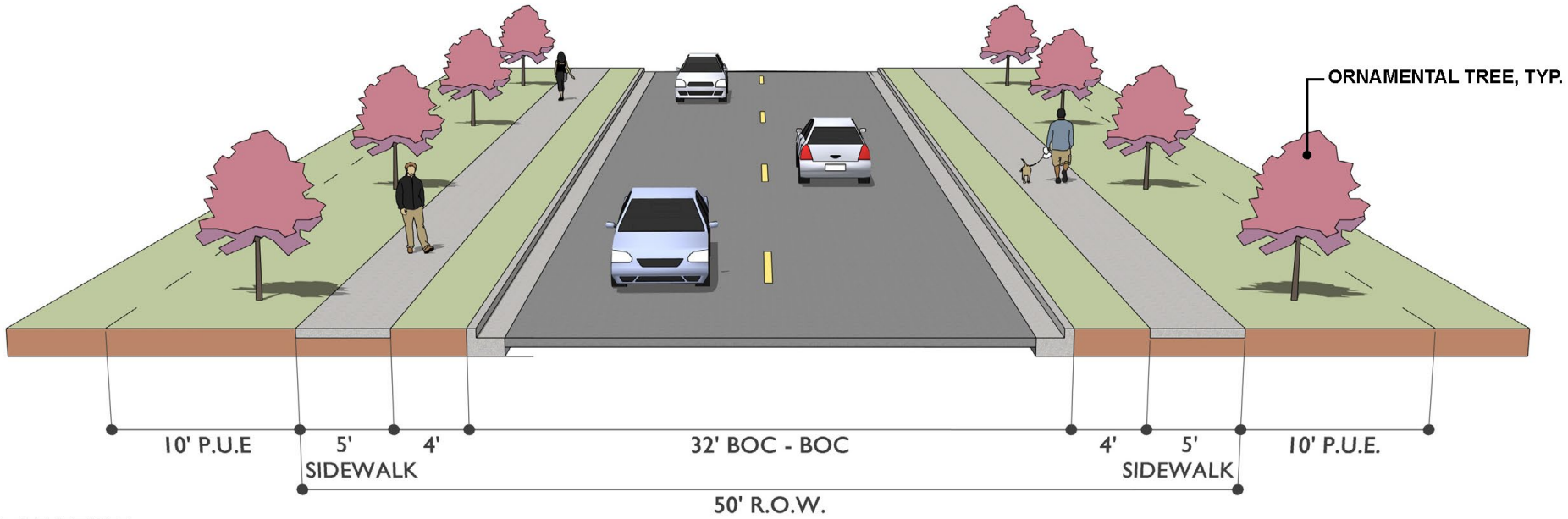
- Berry Creek Trail North (Including 20' Regional Trail Easement)
- Connecting Trail
- Existing Bridge over Berry Creek

MUD Consent Agreement
Transportation

- **Arterial Roadway**
  - Developer to dedicate full width of the ROW for the minor arterial (110')
  - Full cross section built and phased along with the phases of the development
  - First phase of road required to extend to the limits of the WWTP
- **Transportation Impact Fees**
  - Land will be added to a TIF service area upon annexation; arterial road eligible for impact fee credits
- **Ronald Reagan Right-Turn Lane**
  - Developer to fully reimburse the City for design and construction of a right-turn lane onto the arterial roadway prior to or at the time of the first MUD bond issuance

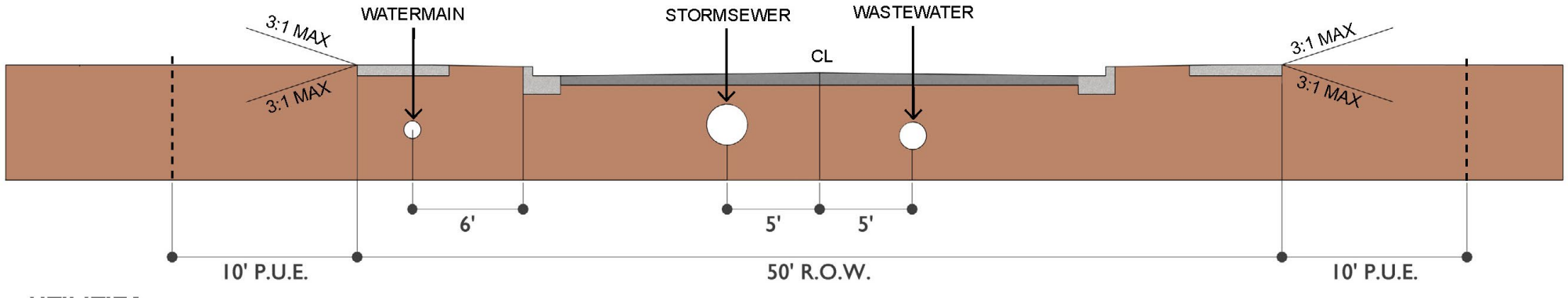
MUD Consent Agreement
Transportation

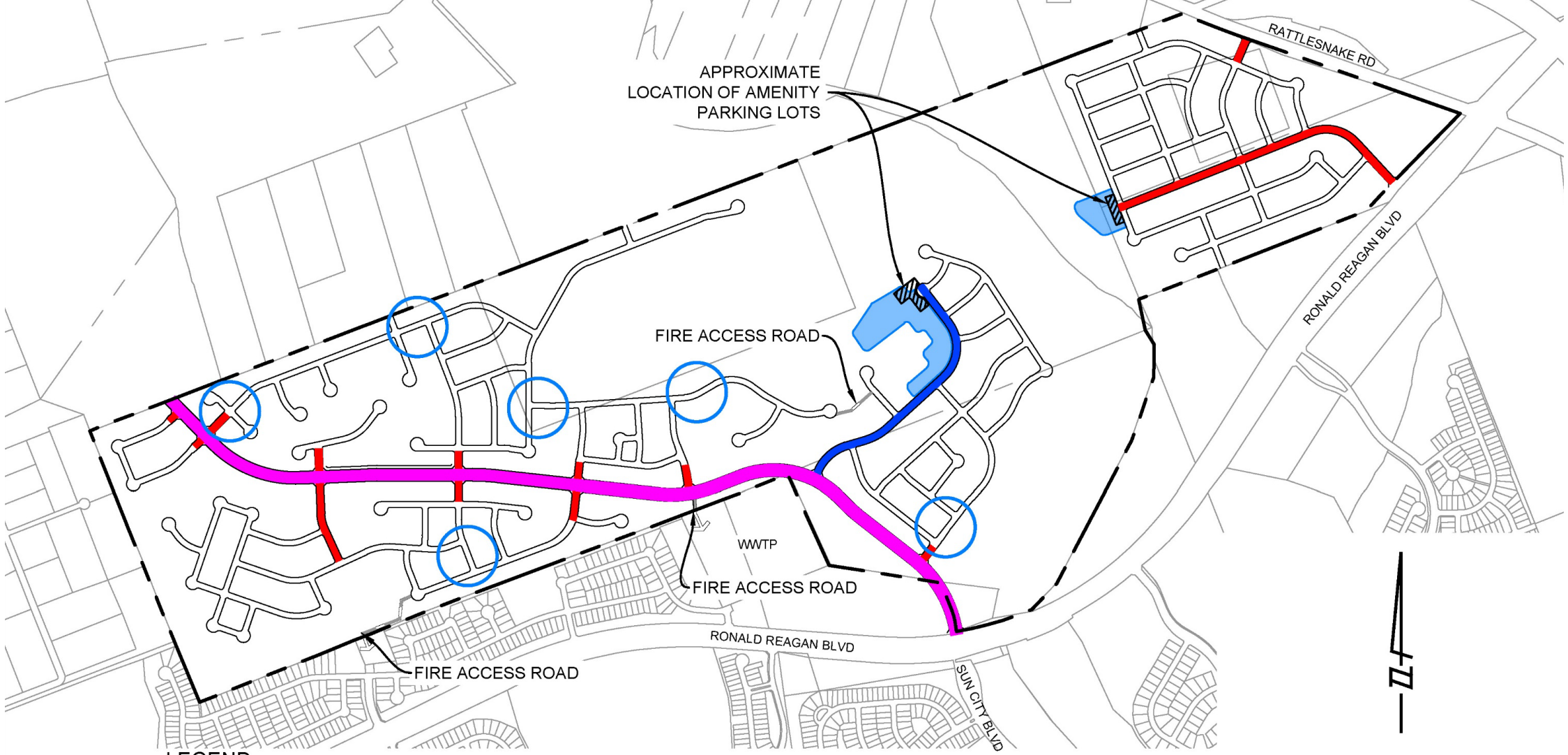
- **Street Sections**
  - Local Streets designed in accordance with exhibit, reducing street width from 36' to 32', and moving the sidewalks off the back of curb
- **Traffic Calming**
  - In lieu of code requirements, traffic calming to be required at locations shown in exhibit
- **Collector Road Requirements**
  - Residential and Neighborhood Collector Roads required at locations in exhibit
- **Street Spacing & Connectivity**
  - Due to natural topography and platting constraints, UDC requirements regarding street spacing, block lengths, cul-de-sacs and connectivity ratios are not applicable if development is materially consistent with exhibits



CROSS SECTION

N.T.S





LEGEND

- MINOR ARTERIAL (110' ROW)
- NEIGHBORHOOD COLLECTOR (68' ROW)
- RESIDENTIAL COLLECTOR (68' ROW)
- LOCAL STREET (50' ROW)
- APPROXIMATE LOCATION OF TRAFFIC CALMING MEASURES
- 20' FIRE APPARATUS ACCESS ROAD
- AMENITY CENTER

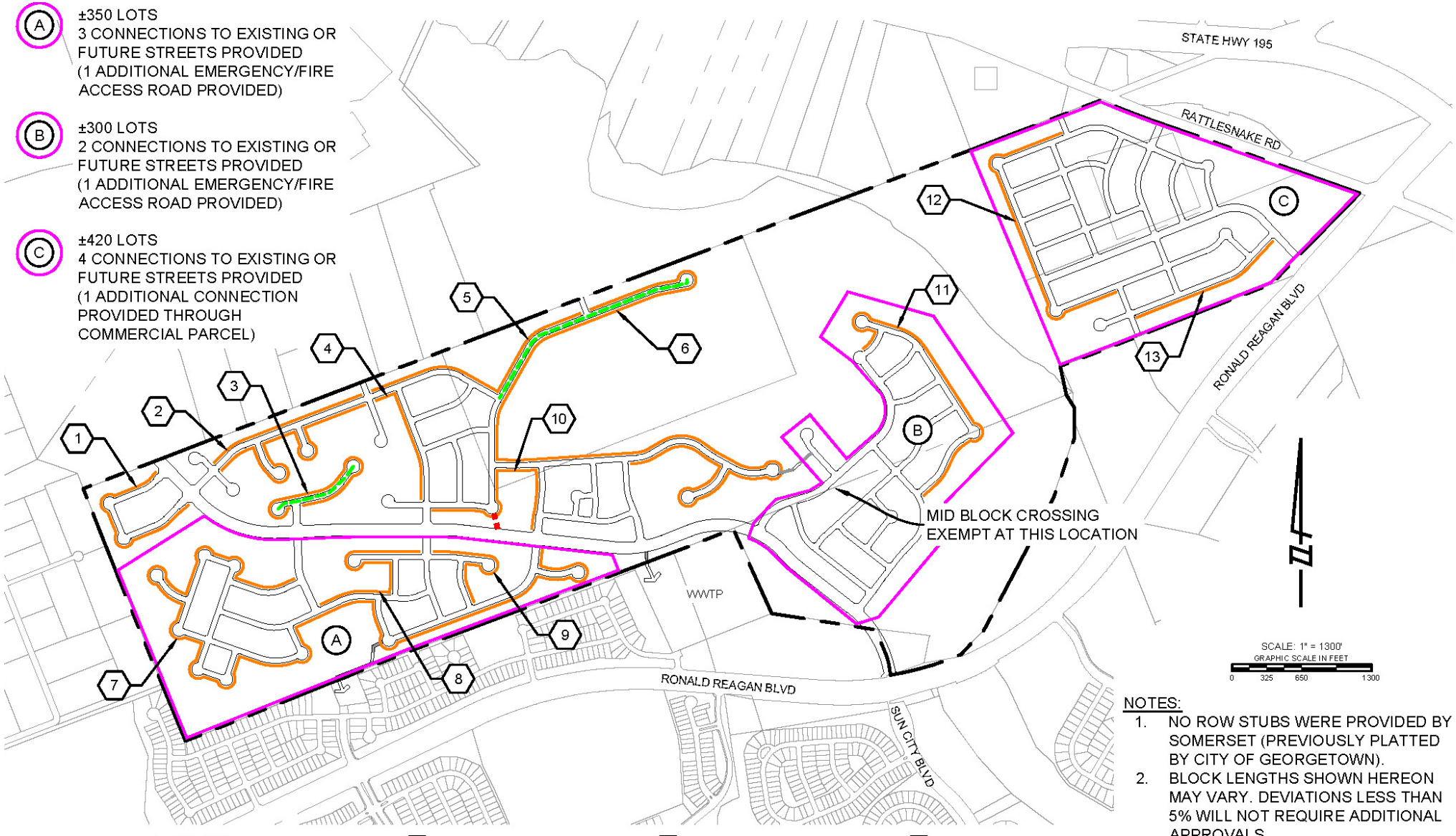
NOTES:

1. SEE EXHIBIT S FOR STREET SECTIONS.

SCALE: 1" = 1300'
GRAPHIC SCALE IN FEET
0 325 650 1300

PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	8/24/2026	CHECKED BY:	JAB

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946



NOTES:

1. NO ROW STUBS WERE PROVIDED BY SOMERSET (PREVIOUSLY PLATTED BY CITY OF GEORGETOWN).
2. BLOCK LENGTHS SHOWN HEREON MAY VARY. DEVIATIONS LESS THAN 5% WILL NOT REQUIRE ADDITIONAL APPROVALS.

LEGEND

- BLOCK LENGTH VARIANCE
- CUL-DE-SAC WITH LENGTH & LOT FRONTAGE VARIANCE
- MID-BLOCK PEDESTRIAN XING

1. SEGMENT 1 - 1,886 LF
2. SEGMENT 2 - 1,532 LF
3. SEGMENT 3 - 2,142 LF
4. SEGMENT 4 - 1,223 LF
5. SEGMENT 5 - 2,389 LF
6. SEGMENT 6 - 5,230 LF
7. SEGMENT 7 - 9,291 LF
8. SEGMENT 8 - 2,205 LF
9. SEGMENT 9 - 1,413 LF
10. SEGMENT 10 - 1,995 LF
11. SEGMENT 11 - 3,121 LF
12. SEGMENT 12 - 3,028 LF
13. SEGMENT 13 - 1,494 LF

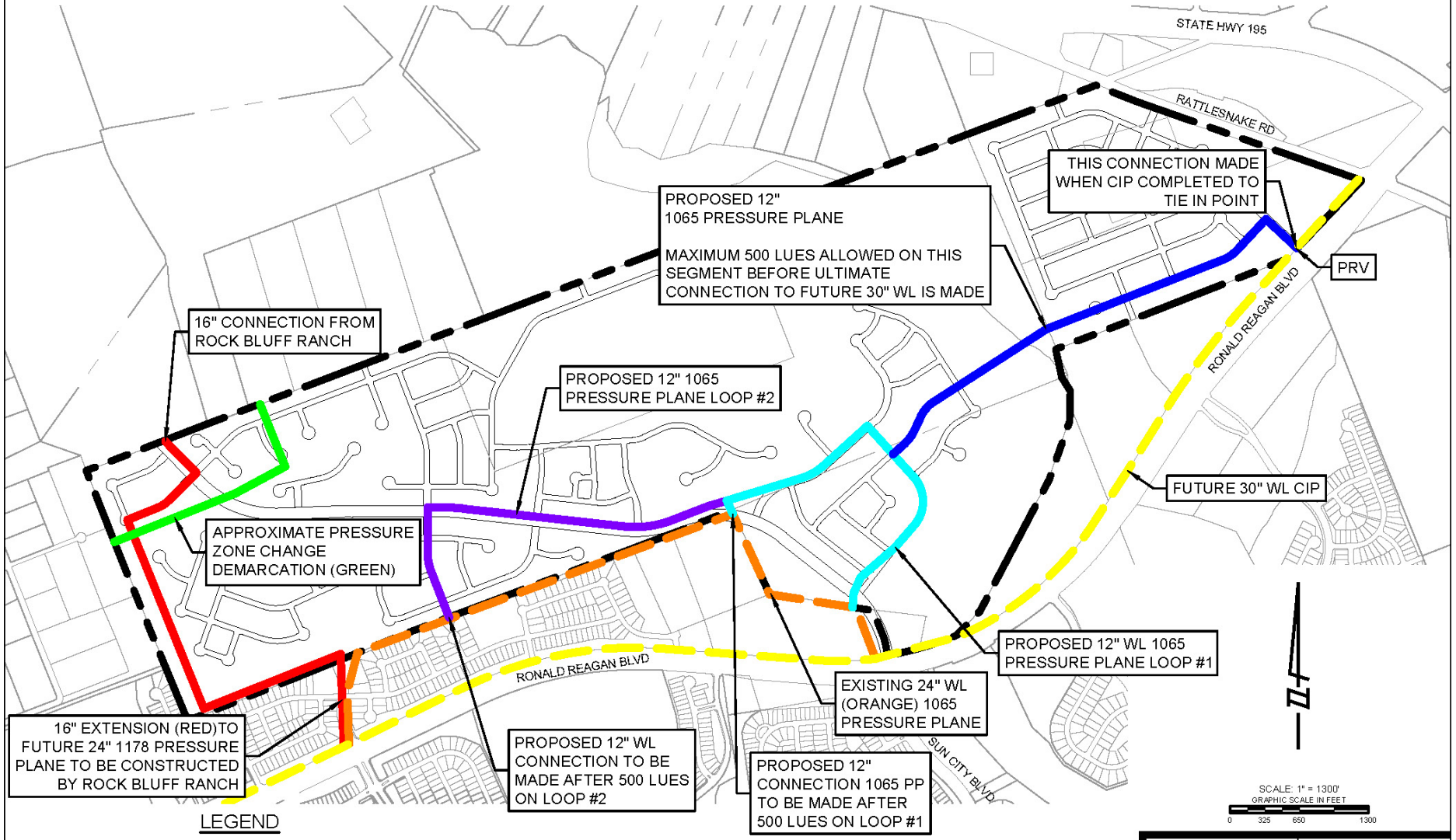
PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	8/20/2026	CHECKED BY:	JAB

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

MUD Consent Agreement
Water and Wastewater Service

- **Water**
  - Water service designed to be served by two pressure zones
  - Water conservation measures will be incorporated into the design of neighborhood landscaping and amenities
  - Developer shall grant and convey Ronald Reagan Blvd Waterline Easement at no cost to City
  - Impact Fees assessed at final plat
- **Wastewater**
  - Wastewater system sized to serve both Yearwood and Rock Bluff, and tie into the Northlands WWTP
  - Interim capacity through existing wastewater system to be capped at 300 units until the Northlands WWTP is completed and online
  - Developer shall grant and convey Northlands WWTP Force Main Easement at no cost to City

YEARWOOD SUBDIVISION
CONCEPTUAL WATER PLAN



LEGEND

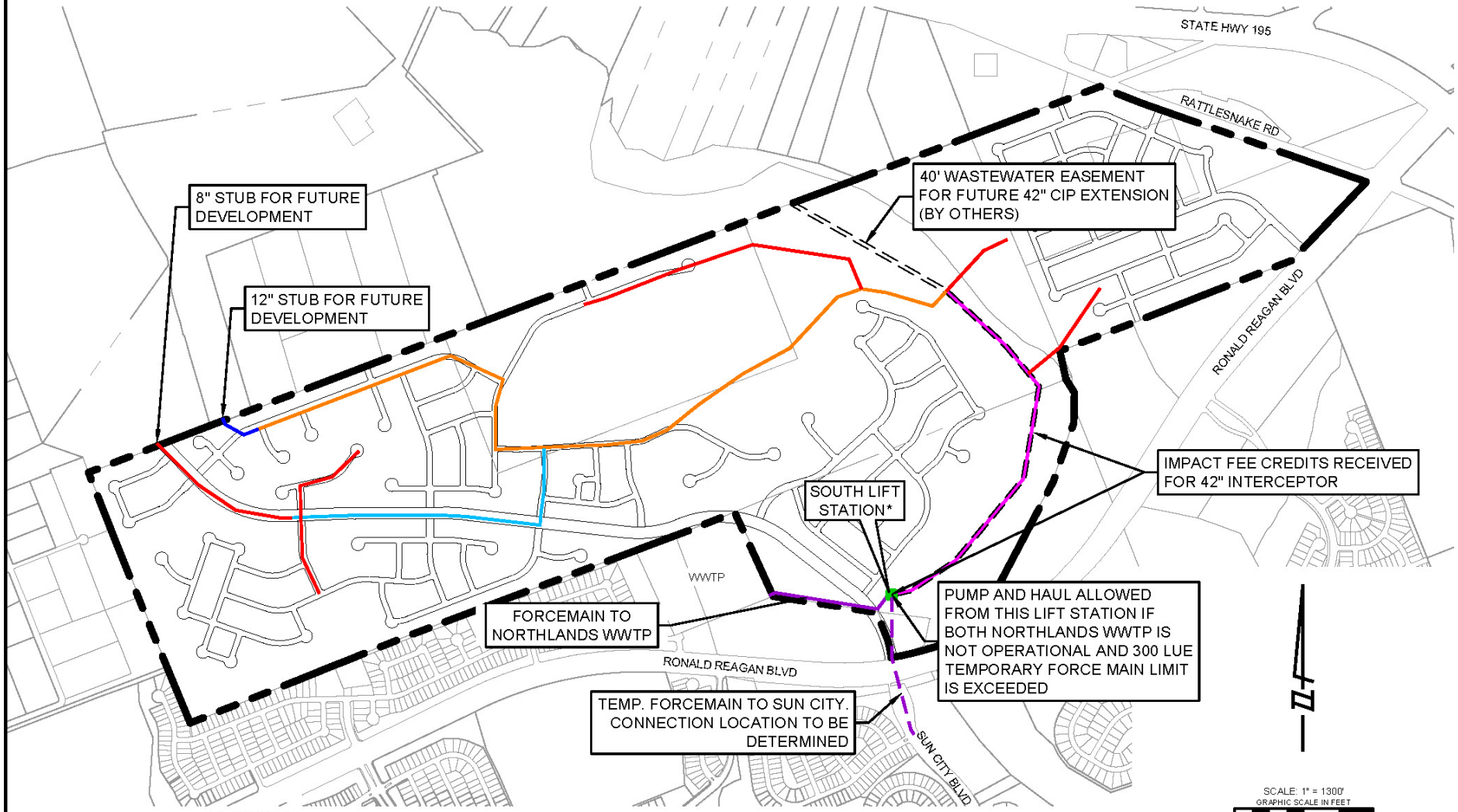
- 16" EXTENSION TO FUTURE 24" 1178
- PROPOSED 12" WL LOOP #1 1065 PRESSURE PLANE
- PROPOSED 12" WL LOOP #2 1065 PRESSURE PLANE
- PROPOSED 12" WL EAST 1065 PRESSURE PLANE
- EXISTING 24" WL 1065 PRESSURE PLANE
- FUTURE 30" WL CIP
- PRESSURE ZONE CHANGE DEMARCATION

NOTE:
LAND PLAN, STREET LAYOUT, AND PROPOSED INTERNAL WATERLINE ROUTING IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.

PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	5/28/2026	CHECKED BY:	JAB

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

YEARWOOD SUBDIVISION
CONCEPTUAL WASTEWATER PLAN



SCALE: 1" = 1300'
GRAPHIC SCALE IN FEET
0 325 650 1300

LEGEND

- 8" GRAVITY WASTEWATER
- 12" GRAVITY WASTEWATER
- 18" GRAVITY WASTEWATER
- 24" GRAVITY WASTEWATER
- 42" GRAVITY WASTEWATER
- FORCE MAIN

NOTE:

1. UTILITY SIZES ARE PRELIMINARY AND SUBJECT TO CHANGE, BASED ON FINAL PIPE SLOPE AND LUE COUNT.
2. TEMPORARY FORCE MAIN FROM SOUTH LIFT STATION TO SUN CITY IF NORTHLANDS WWTP IS NOT OPERATIONAL PRIOR TO YEARWOOD PHASE ONE.

* SOUTH LIFT STATION SIZED ONLY FOR YEARWOOD AND ROCK BLUFF

PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	5/28/2026	CHECKED BY:	JAB

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

Action Requested

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING A "CONSENT AGREEMENT" BETWEEN THE CITY, PIA CAPITAL LLC-SERIES I, PIA CAPITAL, LLC-SERIES II, JOHN EDWARD BOYCE YEARWOOD, PLI I-D, LP, AND GEORGETOWN FCL OWNER, LLC CONSENTING TO THE CREATION OF AN IN-CITY MUNICIPAL UTILITY DISTRICT OVER APPROXIMATELY 726.1862 ACRES OF LAND GENERALLY SITUATED WEST OF THE INTERSECTION OF RONALD W. REAGAN JR. BLVD. AND RATTLESNAKE ROAD AND NORTH OF SUN CITY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
Second Reading - Woodside MUD Amended and Restated First Amendment to Consent Agreement

SUGGESTED ACTION:
Second Reading of an Ordinance of the City Council of the City of Georgetown, Texas approving the "Amended and Restated First Amendment to Consent Agreement," between the City of Georgetown, Texas, MK Woodside Development, Inc., and Woodside Municipal Development District No. 1 to revise definitions, the applicable land use plan, tree preservation standards, and notice provisions -- Nick Woolery, Assistant City Manager, and Edgar Garcia, Planning Director

ITEM SUMMARY:
The City and MK Madison, LP, previously entered into a Consent Agreement, dated as of July 12, 2022, and recorded under Document No. 2022087835, Official Public Records of Williamson County, Texas, with respect to 486.324 acres in Williamson County, Texas. MK Development acquired the Land from MKLP. On March 15, 2023, the TCEQ approved the creation of a new "in City" municipal utility district known as "Woodside Municipal Utility District No. 1" over the Land, the District executed the Consent Agreement on April 27, 2023, and the Consent Agreement was rerecorded under Document No. 2023035185 of the Official Public Records of Williamson County, Texas.

The City, MK Development, and the District subsequently entered into the Original First Amendment to the Consent Agreement to set out certain agreements regarding tree mitigation. MK Development has not used such provisions and in lieu of such provisions, City and MK Development wish to adopt the City's new Tree Preservation Requirements in developing their project. Separately, MK Development wishes to convert a portion of the Single Family Residential Development Areas from "Single Family Detached Residential" to "Active Adult Residential", and City staff has reviewed the request and has no concerns with it. Accordingly, City and MK Development wish to modify the Consent Agreement to clarify the applicable tree preservation standards and land use for the project.

FINANCIAL IMPACT:
None at this time

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
Ordinance Adopting 1st Amend to Consent Agreement Woodside.pdf
Restated 1st Amend_Woodside Consent Agreement 9.8.26.pdf
Woodside MUD Amendment (9-22-2026 CC).pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF GEORGETOWN, TEXAS, APPROVING THE "AMENDED AND RESTATED FIRST AMENDMENT TO CONSENT AGREEMENT" BETWEEN THE CITY OF GEORGETOWN, MK WOODSIDE DEVELOPMENT, INC., AND WOODSIDE MUNICIPAL DISTRICT NO. 1 TO REVISE DEFINITIONS, THE APPLICABLE LAND USE PLAN, TREE PRESERVATION STANDARDS, AND NOTICE PROVISIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown (the "City") is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, on April 27, 2023, the City Council of the City (the "City Council") entered into a Consent Agreement with MK Woodside Development, Inc., and Woodside Municipal District No. 1 and recorded said agreement as Document No. 2023035185 in the Official Public Records of Williamson County, Texas, pertaining to approximately 486.324 acres in Williamson County, Texas; and

WHEREAS, the Parties subsequently amended the Consent Agreement to set out certain agreements regarding tree mitigation and land use; and

WHEREAS, the Woodside parties to the Consent Agreement have requested to revise certain land use and tree preservation provisions as set forth in the Amended and Restated First Amendment to Consent Agreement (the "First Amendment") attached as ***Attachment 1*** to this Ordinance; and

WHEREAS, the City Council desires to approve the First Amendment in substantially the form attached as ***Attachment 1***.

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

SECTION 1.

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

2. The City Council hereby finds that the foregoing recitals are true and correct, and the

recitals are hereby incorporated into this Ordinance by reference for all purposes as set forth in full. The City Council hereby finds that this Ordinance complies with the Vision Statement of the City of Georgetown 2030 Comprehensive Plan.

3. The First Amendment, in substantially the form attached as ***Attachment 1*** to this Ordinance is approved by the City Council and incorporated into this Ordinance for all purposes.

4. The Mayor is authorized to execute this Ordinance and the First Amendment in substantially the form attached hereto as Attachment 1, and the City Secretary is authorized to attest.

SECTION 2.
ORDINANCE CUMULATIVE

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Georgetown, Texas, as amended, except where the provisions of the is Ordinance are in direct conflict with the provisions of such Ordinances and such Code are hereby repealed.

SECTION 3.
SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.
EFFECTIVE DATE

This Ordinance and the Amended and Restated First Amendment to Consent Agreement will become effective in accordance with the terms and conditions stated in the Agreement and the City Charter.

Attachment List:
Attachment 1- Amended and Restated First Amendment to Consent Agreement (including all exhibits and schedules)

CITY OF GEORGETOWN, TEXAS

By: _____
Printed Name:_____
Title:_____

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

STATE OF TEXAS	§	
	§	**AMENDED AND RESTATED**
COUNTY OF WILLIAMSON	§	**FIRST AMENDMENT TO**
	§	**CONSENT AGREEMENT**
CITY OF GEORGETOWN	§	**WOODSIDE MUD NO. 1 – IN-CITY MUD**

THIS AMENDED AND RESTATED FIRST AMENDMENT TO CONSENT AGREEMENT (this "*First Amendment*") is entered into as of September 8, 2026 by and between the **City of Georgetown, Texas**, a Texas home-rule municipality located in Williamson County, Texas ("*City*"), **MK Woodside Development, Inc.**, a Texas corporation ("*MK Development*"), and **Woodside Municipal District No. 1**, a municipal utility district in Williamson County created under Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code (the "*District*"), and amends and restates in its entirety that certain First Amendment to Consent Agreement among City, MK Development and the District dated as of February 12, 2025 and recorded under Document No. 2025011417, Official Public Records of Williamson County, Texas (the "*Original First Amendment*").

RECITALS:

A. City and MK Madison, LP, a Texas limited partnership ("*MKLP*") entered into a Consent Agreement (the "*Consent Agreement*"), dated as of July 12, 2022, and recorded under Document No. 2022087835, Official Public Records of Williamson County, Texas, with respect to 486.324 acres in Williamson County, Texas, more particularly described on Exhibit "A" to the Consent Agreement (the "*Land*").

B. MK Development acquired the Land from MKLP via Assumption Special Warranty Deed, dated as of January 5, 2023 and recorded under Document No. 2023001773, Official Public Records of Williamson County, Texas. Concurrently MKLP assigned to MK Development all rights and obligations of MKLP under the Consent Agreement by Assignment and Assumption Agreement dated as of January 5, 2023 and recorded under Document No. 2023001808, Official Public Records of Williamson County, Texas. MK Development was an Authorized Assignee of MKLP under the Consent Agreement.

C. On March 15, 2023, the TCEQ approved the creation of a new "in City" municipal utility district known as "*Woodside Municipal Utility District No. 1*" over the

Land, the District executed the Consent Agreement on April 27, 2023, and the Consent Agreement was rerecorded under Document No. 2023035185 of the Official Public Records of Williamson County, Texas.

D. City, MK Development and the District entered into the Original First Amendment to set out certain agreements regarding tree mitigation. MK Development has not used such provisions and in lieu of such provisions, City and MK Development wish to adopt the New Tree Preservation Requirements (defined below) in developing the Project. Separately, MK Development wishes to convert a portion of the Single Family Residential Development Areas from "Single Family Detached Residential" to "Active Adult Residential," and City has approved such request. Accordingly, City and MK Development wish to modify the Consent Agreement set out below. Hereafter, the term "*Agreement*" shall mean and refer to the Consent Agreement as amended by this First Amendment.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, City, MK Development and the District agree as follows:

1. Recitals. The Parties agree that the Recitals A through D are true and correct in all material respects and are a part of this First Amendment.

2. Amended Definitions. Capitalized terms used in this First Amendment and not defined herein will have the meanings set out in the Consent Agreement. In addition, the following definitions, currently set out in Section 2.02 of the Consent Agreement, are modified to read as follows:

   Land Use Plan: Means the Land Use Plan attached as Exhibit "F" to this First Amendment, as said Land Use Plan may be amended from time to time in accordance with the provisions of the applicable Governing Regulations.

   "*PUD Ordinance*" means City Ordinance No. 2022-51, approved July 12, 2022, pertaining to the zoning and land use-related development standards applicable to the Land.

3. New Definitions. Section 2.02 of the Consent Agreement is amended to add the following definitions, to be listed alphabetically as follows:

"*New Tree Preservation Requirements*" means the provisions of Sections 8.01 and 8.02 of the City of Georgetown Unified Development Code (as set out in Exhibits "A" and "B" of City of Georgetown Ordinance 2025-54, respectively) in effect on the date of City Council approval of this First Amendment, together with the review and approval provisions of Section 8.05 of the City of Georgetown Unified Development Code (as set out in Exhibit "C" of City of Georgetown Ordinance 2025-54) in effect on the date of City Council approval of this First Amendment.

4. Amendments to the Consent Agreement.

(a) **Land Use Plan**. The Land Use Plan attached to the Consent Agreement as **Exhibit F** is deleted, and the Land Use Plan attached to this First Amendment as Exhibit "F" is substituted in its place.

(b) **New Section 7.07**. A new Section 7.07, pertaining to tree preservation in Residential Development Areas, is adopted as follows**:**

"7.07 **Tree Preservation Standards.**

(1) *Complete Applications*. For all applications that affect the development and use of the Project that were determined by the City Director of Planning (or authorized designee) to be complete before the effective date of this First Amendment, the Tree Preservation Standards set out in the UDC and applicable to Residential Development Areas apply.

(2) *Incomplete Applications*. For all applications that affect the development and use of the Project that were filed but not determined to be complete by the City Director of Planning (or authorized designee) before the effective date of this First Amendment, the Tree Preservation Standards set out in the UDC and applicable to Residential Development Areas apply; provided however that MK Development (or an End Buyer) shall have the right to withdraw any incomplete application and submit a new application (together with the application fee) conforming to the New Tree Preservation Requirements as to such application.

(3) *New Applications*. For all applications that affect the development and use of the Project that are filed with the City after the effective

date of this First Amendment, the New Tree Preservation Requirements shall apply."

(c) Section 19.02 of the Consent Agreement is amended to read as follows:

"19.02 **Notice**. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) by overnight courier or hand delivery, or (ii) certified mail, postage prepaid, return receipt requested, and addressed to the Parties at the following addresses, or to such other address as a Party may from time to time designate by giving notice in writing to the other Parties:

CITY: City of Georgetown
808 Martin Luther King Street
Georgetown, Texas 78626

or

P.O. Box 409 Georgetown, Texas 78627
Attn: City Manager

with copies to: City of Georgetown City Attorney
808 Martin Luther King Street
Georgetown, Texas 78626

or

P.O. Box 409 Georgetown, Texas 78627
Attn: City Attorney

MK DEVELOPMENT:
MK Woodside Development, Inc.
P.O. Box 5397
Austin, TX 78763-5397
Attn: Blake J. Magee
Phone: (512) 970-4112

With copies to: Ann E. Vanderburg
Hurst Savage & Vanderburg, LLP
814 West 10th Street
Austin, Texas 78701-2005
Phone: (512) 474-8401

The DISTRICT: Woodside Municipal Utility District No. 1
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Ste 1300
Austin, Texas 78701
Attn: Mr. John Bartram
Phone: (512) 435-2319

The Parties may change their respective addresses to any other address within the United States of America or designate additional persons to receive notice by giving at least five (5) days' written notice to the other Party.

5. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which, taken together, shall constitute one and the same instrument. The signature of any party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof.

6. Recording. This First Amendment will be recorded in the Official Records of Williamson County, Texas by MK Development at MK Development's expense.

7. Effect on Original First Amendment. This First Amendment replaces and supersedes in its entirety the First Amendment to Consent Agreement among City, MK Development and the District dated as of February 12, 2025, and recorded under Document No. 2025011417, Official Public Records of Williamson County, Texas, which First Amendment will be of no further force and effect. All terms contained in the Consent Agreement not expressly amended herein shall remain unchanged and are restated as written.

8. Exhibits. The following Exhibits are made part of this Amendment by this reference.

Exhibit A	The Land	Original Agreement
Exhibit B-1	Approved Form (Water Transmission Line Easement)	Original Agreement
Exhibit B-2	Approved Form	Original Agreement

	(Utility Easement)	
Exhibit B-3	Approved Form (Access Easement)	Original Agreement
Exhibit B-4	Approved Form (Sidewalk Easement)	Original Agreement
Exhibit B-5	Approved Form (License Agreement)	Original Agreement
Exhibit C	City Parkland Agreement	Original Agreement
Exhibit D	Conceptual Utility Plan	Original Agreement
Exhibit E	Conceptual Transportation Plan	Original Agreement
Exhibit F	Land Use Plan	First Amendment
Exhibit G	Passive Park Agreement	Original Agreement
Exhibit H	Permitted Exceptions	Original Agreement
Exhibit I	Traffic Signalization Fiscal Security	Original Agreement
Exhibit J-1	Architectural and Masonry Standards – Residential	Original Agreement
Exhibit J-2	Architecture and Masonry Standards – Non-Residential	Original Agreement
Exhibit K	Maintenance Agreement	Original Agreement

[*Signature Pages to Follow*]

CITY OF GEORGETOWN, TEXAS

By:_____
Printed Name: Josh Schroeder
Title: 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 the ____ day of _____, 202_, 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

MK WOODSIDE DEVELOPMENT, INC., a Texas corporation

By: _____
Blake J. Magee, President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2025, by Blake J. Magee, President of HM WOODSIDE DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

(seal)

_____
Notary Public State of Texas

WOODSIDE MUNICIPAL UTILITY DISTRICT NO. 1

By:_____
Printed Name:_____
Title:_____

ATTEST:

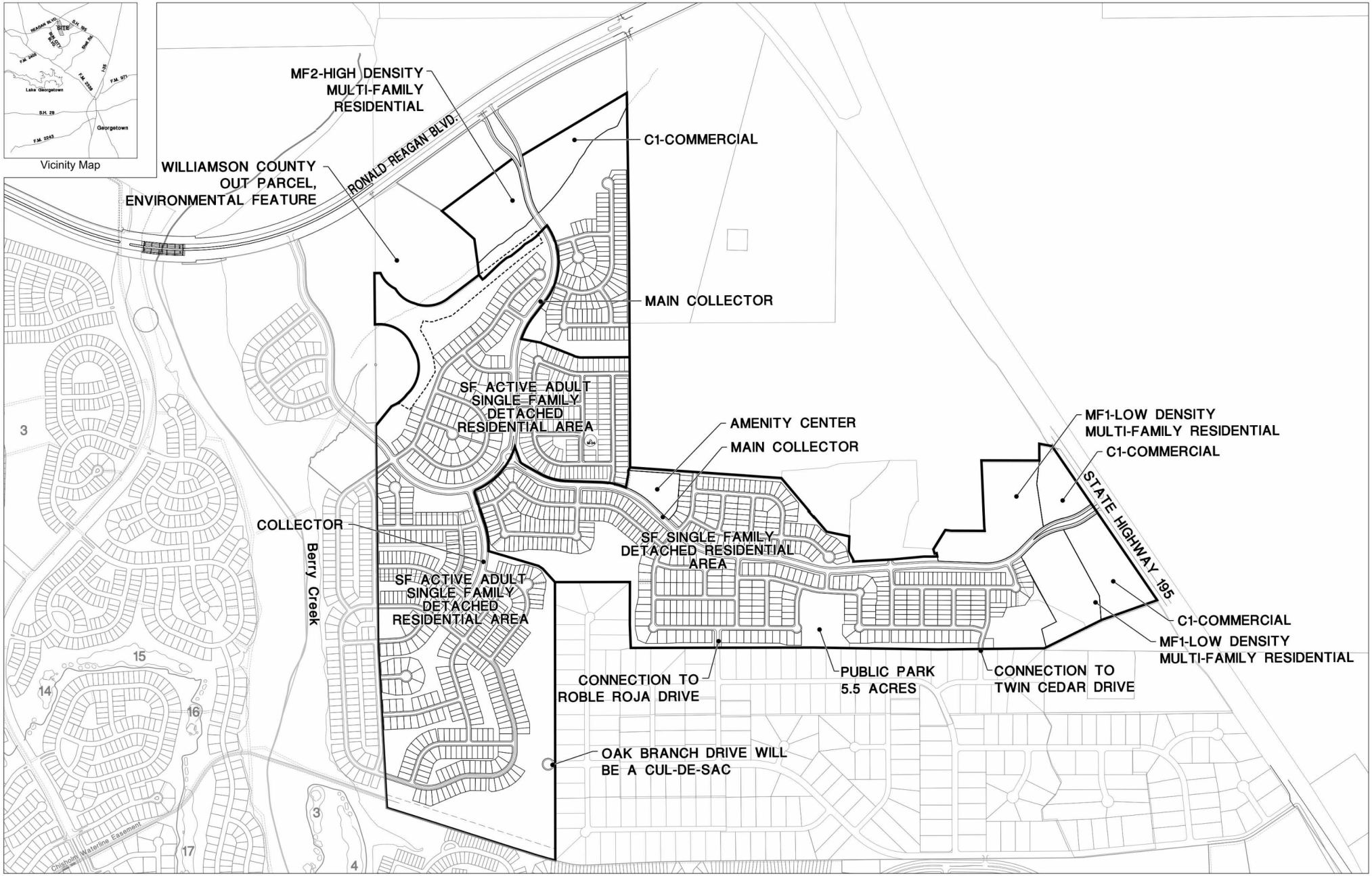
By:_____
Name: _____
Title:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 202_, by _____, President of Woodside Municipal Utility District No. 1, a municipal utility district operating under Chapters 49 and 54 of the Texas Water Code.

(seal)

_____
Notary Public State of Texas



Note: 10 feet wide Community Trail System located on one side of all collector roadways

Exhibit F
Land Use Plan

0 750 1300 2050

North

Scale: 1" = 1,300'
Date: July 17, 2026

Woodside

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

SHEET FILE: J:\220051-BLMA\Cadfiles\PLANNING\Submittals\PUD Submittal\Consent Agreement\Land Use Plan 2026-07-17.dwg

Base mapping compiled from best available information. . should be considered as preliminary, in need of verificatic subject to change. This land plan is conceptual in nature represent any regulatory approval. Plan is subject to change.

Woodside MUD No. 1

Amended and Restated

1st Amendment to Consent Agreement

September 22, 2026

GEORGETOWN TEXAS

Overview

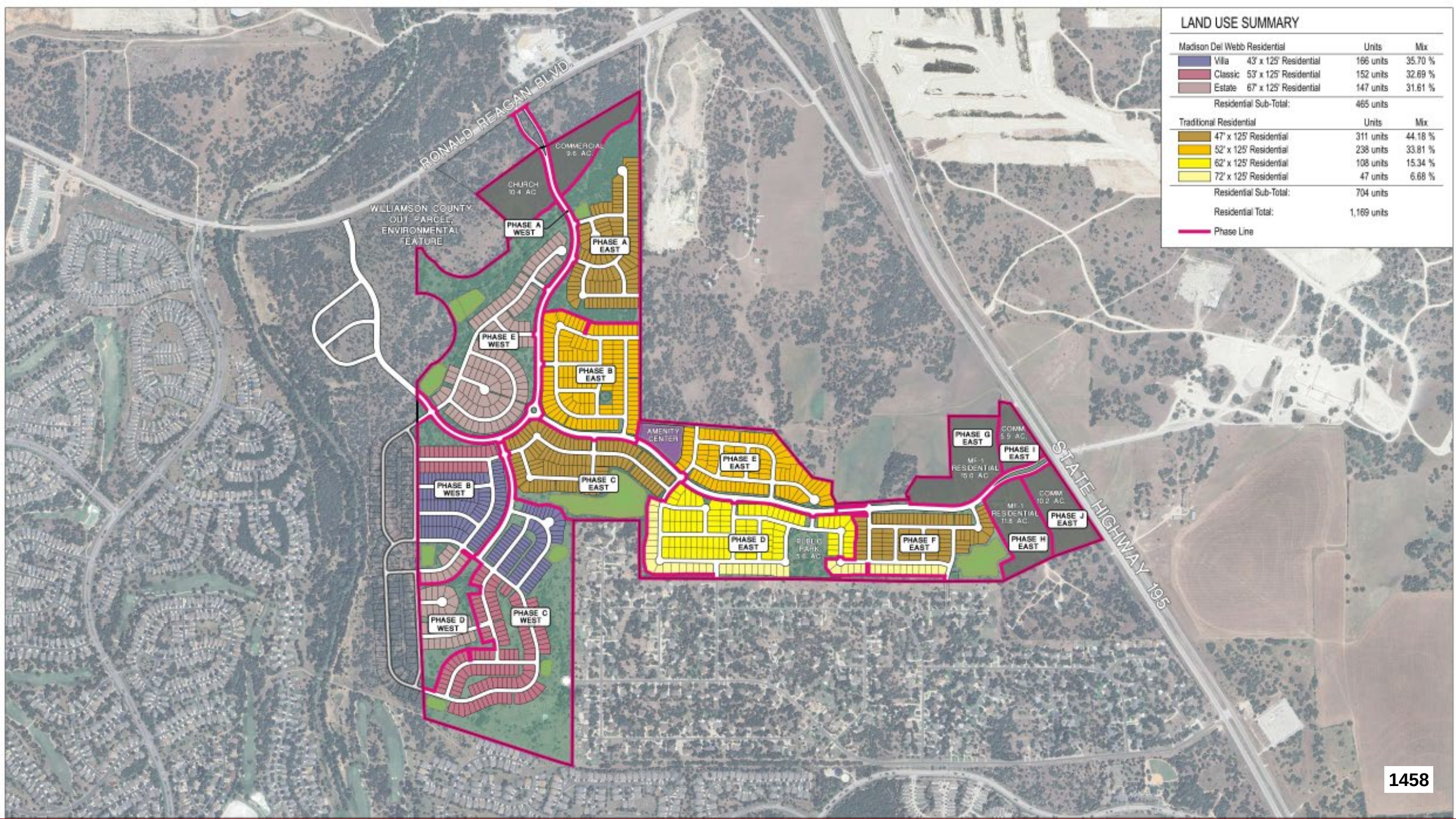
- Background
- Project Location and Description
- Consent Agreement Amendment
- City Council Deliberation and Action

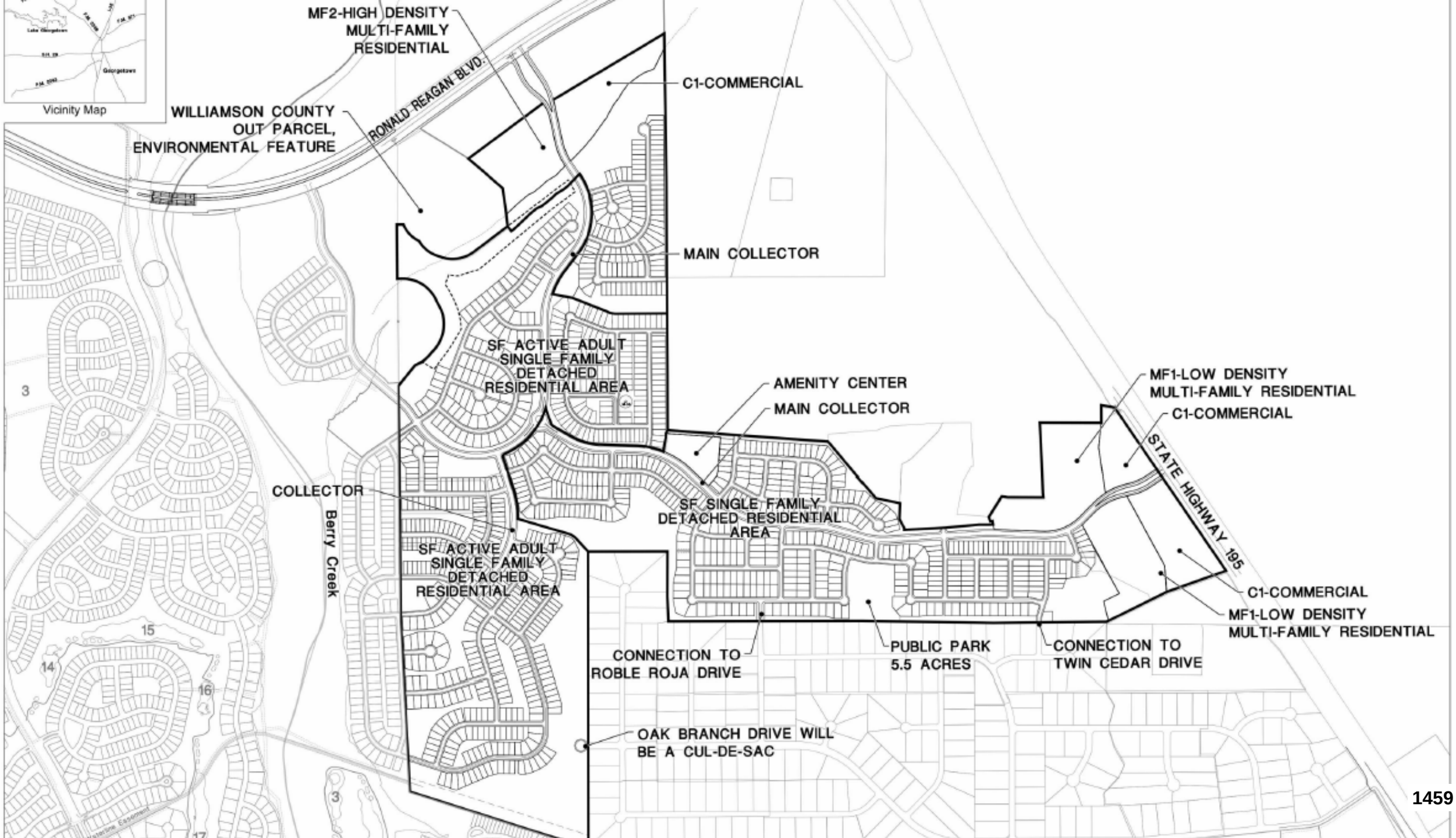
Background

- July 2022 Consent Agreement recorded
- March 2023 TCEQ approved Woodside MUD No. 1
- January 2025 Original First Amendment to the Consent Agreement - Regarding tree mitigation
- May 26, 2026 Workshop on Woodside MUD Amendment
- July 28, 2026 Second Workshop

Overview of Amendment

- **Adopt the City's new Tree Preservation Requirements**
  - Development previously has specialized requirements, but has now requested to follow the City's new Tree Preservation requirements
- **Convert 143 units in Phase B East from Single Family Detached Residential to Active Adult Residential**
  - In line with the direction provided by Council in regards to the Thompson tract addition to Woodside, this is the first step in amending the overall land plan to convert an existing section of Woodside that lies in between the existing Sun City and future Sun City within the Thompson tract (the next two exhibits show the existing land plan and amended land plan)


RONALD REAGAN BLVD.
STATE HIGHWAY 195
COMMERCIAL 9.5 AC.
CHURCH 10.4 AC.
WILLIAMSON COUNTY OUT PARCEL, ENVIRONMENTAL FEATURE
PHASE A WEST
PHASE A EAST
PHASE E WEST
PHASE B EAST
PHASE B WEST
PHASE C EAST
PHASE C WEST
PHASE D WEST
AMENITY CENTER
PHASE E EAST
PHASE D EAST
PUBLIC PARK 3.5 AC.
PHASE F EAST
PHASE G EAST
COMM 5.9 AC.
PHASE I EAST
MF-1 RESIDENTIAL 15.0 AC.
COMM 10.2 AC.
MF-1 RESIDENTIAL 11.8 AC.
PHASE J EAST
PHASE H EAST
LAND USE SUMMARY
Madison Del Webb Residential | Units | Mix
Villa 43' x 125' Residential | 166 units | 35.70 %
Classic 53' x 125' Residential | 152 units | 32.69 %
Estate 67' x 125' Residential | 147 units | 31.61 %
Residential Sub-Total: 465 units
Traditional Residential | Units | Mix
47' x 125' Residential | 311 units | 44.18 %
52' x 125' Residential | 238 units | 33.81 %
62' x 125' Residential | 108 units | 15.34 %
72' x 125' Residential | 47 units | 6.68 %
Residential Sub-Total: 704 units
Residential Total: 1,169 units
Phase Line


Vicinity Map
MF2-HIGH DENSITY MULTI-FAMILY RESIDENTIAL
RONALD REAGAN BLVD.
C1-COMMERCIAL
WILLIAMSON COUNTY OUT PARCEL, ENVIRONMENTAL FEATURE
MAIN COLLECTOR
SF ACTIVE ADULT SINGLE FAMILY DETACHED RESIDENTIAL AREA
AMENITY CENTER
MAIN COLLECTOR
MF1-LOW DENSITY MULTI-FAMILY RESIDENTIAL
C1-COMMERCIAL
STATE HIGHWAY 195
COLLECTOR
Berry Creek
SF SINGLE FAMILY DETACHED RESIDENTIAL AREA
SF ACTIVE ADULT SINGLE FAMILY DETACHED RESIDENTIAL AREA
C1-COMMERCIAL
MF1-LOW DENSITY MULTI-FAMILY RESIDENTIAL
CONNECTION TO ROBLE ROJA DRIVE
PUBLIC PARK 5.5 ACRES
CONNECTION TO TWIN CEDAR DRIVE
OAK BRANCH DRIVE WILL BE A CUL-DE-SAC

Action Requested

AN ORDINANCE OF THE CITY COUNCIL OF GEORGETOWN, TEXAS, APPROVING THE "AMENDED AND RESTATED FIRST AMENDMENT TO CONSENT AGREEMENT" BETWEEN THE CITY OF GEORGETOWN, MK WOODSIDE DEVELOPMENT, INC., AND WOODSIDE MUNICIPAL DISTRICT NO.1 TO REVISE DEFINITIONS, THE APPLICABLE LAND USE PLAN, TREE PRESERVATION STANDARDS, AND NOTICE PROVISIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
First and Final Reading - Ordinance for Utility System Revenue Bonds, Series 2026A

SUGGESTED ACTION:
Consideration and possible action to approve on first and final reading an Ordinance Authorizing the City of Georgetown, Texas Utility System Revenue Bonds, Series 2026A; Pledging Certain Revenues in Support of the Bonds; Approving an Official statement and a Paying Agent/registrar Agreement; Awarding the Sale of the bonds; and Authorizing Other Matters Relating to the Bonds -- Leigh Wallace, Chief Financial Officer

ITEM SUMMARY:
This item is to approve the Utility Revenue Bonds for the Georgetown Regional Water Initiative project.

FINANCIAL IMPACT:
All debt service payments related to these bonds will be funded with Utility System revenues generated under the City's rate structure. They are amortized over 30 years.

Interest rates are received and determined on 9/22/26 prior to the reading of the ordinance. The City of Georgetown will receive the proceeds on October 20, 2026.

Please note all ordinances will be approved and effective on First Reading in accordance with Section 1201.028, Texas Government Code.

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
2026A USRB Ordinance.pdf
Item 6.X Revenue Bond Sale.pdf
2026 A Util Rev Timetable.pdf

ORDINANCE NO. 2026-__

ORDINANCE AUTHORIZING THE CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM REVENUE BONDS, SERIES 2026A; PLEDGING CERTAIN REVENUES IN SUPPORT OF THE BONDS; APPROVING AN OFFICIAL STATEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AWARDING THE SALE OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

ADOPTED SEPTEMBER 22, 2026

ORDINANCE NO. 2026-__

ORDINANCE AUTHORIZING THE CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM REVENUE BONDS, SERIES 2026A; PLEDGING CERTAIN REVENUES IN SUPPORT OF THE BONDS; APPROVING AN OFFICIAL STATEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AWARDING THE SALE OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

WHEREAS, the City of Georgetown, Texas (the "City") has determined to issue revenue bonds for the purpose of financing improvements and extensions to the City's System (hereinafter defined) and for the payment of professional services including legal, fiscal, architectural, engineer and any costs of issuance, and the City Council deems it necessary and desirable to issue such bonds at this time; and

WHEREAS, the Bonds (hereinafter defined) authorized by this Ordinance are being issued and delivered pursuant to the City Charter and Chapter 1502, Texas Government Code, as amended, and any other applicable laws; 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, DEFINITIONS AND VISION STATEMENT. (a) 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.

(b) 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".

(c) 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, AMOUNT AND PURPOSE OF THE BONDS. The bonds of the City authorized by this Ordinance and herein defined as the "Bonds" shall be designated as the "**CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM REVENUE BONDS, SERIES 2026A**" and are hereby authorized to be issued and delivered in the aggregate principal amount of $_____,000 for the purpose of (i) extending and improving the City's System, including water system improvements related to the construction of a new water transmission line and (ii) paying the costs of issuing the Bonds.

Section 3. DATE, NUMBERS, DENOMINATIONS AND MATURITIES. (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, dated October 20, 2026, 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. 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	Principal	Year	Principal
2029		2043	
2030		2044	
2031		2045	
2032		2046	
2033		2047	
2034		2048	
2035		2049	
2036		2050	
2037		2051	
2038		2052	
2039		2053	
2040		2054	
2041		2055	
2042		2056	

Section 4. 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 Exhibit "B" to this Ordinance to their respective dates of maturity or redemption prior to maturity in the manner and at the following rates per annum:

Year	Rate	Year	Rate
2029		2043	
2030		2044	
2031		2045	
2032		2046	
2033		2047	
2034		2048	
2035		2049	
2036		2050	
2037		2051	
2038		2052	
2039		2053	
2040		2054	
2041		2055	
2042		2056	

Said interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in Exhibit "B" to this Ordinance.

Section 5. 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 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 subsection (i) below 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 Outstanding Previously Issued Parity Obligations and 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, the Reserve Fund (excluding any Reserve Fund Obligation) and 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 other then Outstanding Parity Obligations (excluding any reserve fund obligation authorized pursuant to such ordinances) 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 secured by the Reserve Fund equal to the Average Annual Debt Service Requirements of the Bonds and the Outstanding Parity Obligations secured by the Reserve Fund (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 secured by the Reserve Fund, 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 secured by the Reserve Fund.

(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 secured by the Reserve Fund 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 of the Bonds and the Outstanding Parity Obligations secured by the Reserve Fund. In the event that the Net Revenues for any Fiscal Year are less than 1.35 times the Average Annual Debt Service Requirements of the Bonds and the Outstanding Parity Obligations secured by the Reserve Fund, 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 of the Bonds and the Outstanding Parity Obligations secured by the Reserve Fund.

(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 secured by the Reserve Fund, as agent of the Holders thereof, by a company licensed to issue an insurance policy guaranteeing the timely payment of debt service on the Parity Obligations secured by the Reserve Fund (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 secured by the Reserve Fund, as agent of the Holders thereof, 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 secured by the Reserve Fund 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 secured by the Reserve Fund 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, the Reserve Fund and 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 other then Outstanding Parity Obligations, 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 and 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 other then Outstanding Parity Obligations, 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 then Outstanding 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, the Reserve Fund and 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 other then Outstanding Parity Obligations.

(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 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 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 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 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 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 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 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 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). 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 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 Bonds.

(d) Disposition of Project. The City covenants that the property constituting the projects financed or refinanced 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 any action taken in connection with such disposition will not adversely affect the tax-exempt status of the 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 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. (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 Exhibit "C" 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 in Exhibit "C" 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 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. SALE AND DELIVERY OF BONDS. (a) 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 $_____,000 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 Bonds shall initially be registered in the name of the Purchaser.

(b) Pursuant to Sections 1201.029 and 1201.042, Texas Government Code, the $_____ of net 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 2.

Section 33. 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 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 this Ordinance. The Mayor or Mayor Pro-Tem of the City 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 Mayor or Mayor Pro-Tem of the City, against receipt by the City of all amounts due to the City under the terms of sale.

The obligation of the 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 34. APPROVAL OF OFFERING DOCUMENTS AND PAYING AGENT/REGISTRAR AGREEMENT. (a) 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 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 September 14, 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.

(b) The Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar (the "Paying Agent Agreement"), in substantially the form and substance previously approved by the City Council in connection with previous transactions is hereby approved, is hereby approved and the Mayor and City Secretary or the Deputy City Secretary of the City are hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement as necessary.

Section 35. 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 36. 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 37. 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 38. 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 39. 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 40. 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 41. 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 42. 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 43. 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 44. 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.

[The Remainder of this Page is Intentionally Left Blank]

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on the 22nd day of September, 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.

"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*" the "City of Georgetown, Texas Utility System Revenue Bonds, Series 2026A" authorized by 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.

"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.

"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 3 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 September 22, 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 Previously Issued Obligations or 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 Previously Issued Obligations or 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 Previously Issued Obligations or 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", "City of Georgetown, Texas Utility System Revenue Bonds, Series 2025" and "City of Georgetown, Texas Utility System Revenue Bonds, Series 2026."

"*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.

"*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.

"*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

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS WILLIAMSON COUNTY	PRINCIPAL AMOUNT $_____

CITY OF GEORGETOWN, TEXAS
UTILITY SYSTEM REVENUE BOND,
SERIES 2026A

INTEREST RATE	DATE OF BOND	MATURITY DATE	CUSIP NO.
	October 20, 2026		

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, **THE CITY OF 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 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 October 20, 2026, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of **$_____,000,**

TO PROVIDE FUNDS FOR THE PURPOSE OF (1) EXTENDING AND IMPROVING THE CITY'S SYSTEM, INCLUDING WATER SYSTEM IMPROVEMENTS RELATED TO THE CONSTRUCTION OF A NEW WATER TRANSMISSION LINE AND (2) PAYING THE COSTS OF ISSUING THE BONDS.

ON AUGUST 15, 20__, or on any date thereafter, the Bonds of this Series maturing on and after August 15, 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 August 15, 20__ 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 (collectively, "Term Bonds").

Term Bonds Maturing on August 15, 20__*

Redemption Date	Principal Amount
August 15, 20__	
August 15, 20__	
August 15, 20__	
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 such 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 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 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

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 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 _____.

_____

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 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:

Principal Amount	Maturity Date (August 15)	Interest Rate

(Information for the Bonds from Sections 3 and 4 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."

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 21 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. The annual audited financial statements of the City of Georgetown, Texas or the unaudited financial statements of the City of Georgetown, Texas in the event audited financial statements are not completed within twelve months after the end of any Fiscal Year.

2. All quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under Tables 1 through 11 and 13 and in Appendix D.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

6.X Revenue Bond Sale

September 22, 2026

GEORGETOWN
TEXAS

Utility Infrastructure

- Water, Wastewater capital projects
- $50M
  - Georgetown Regional Water Initiative – set of projects to receive and transmit new supplies of water
- Supported by adopted utility rates

Pricing Info

- [Available on date of sale]

ITEM 6.X: Utility System Revenue Bonds

Consideration and possible action to approve on first and final reading an "Ordinance Authorizing the City of Georgetown, Texas Utility System Revenue Bonds, Series 2026A; Pledging Certain Revenues in Support of the Bonds; Approving an Official Statement, a Paying Agent/Registrar Agreement; Awarding the sale of the Bonds; and Authorizing other matters relating to the Bonds”

SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

S	M	T	W	T	F	S
August						
						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

S	M	T	W	T	F	S
September						
		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
October						
				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

City of Georgetown, Texas
Timetable for Issuance of
Combined Utility Revenue Bonds, Series 2026A

Monday, August 3, 2026	• Preliminary Official Statement (POS) is electronically distributed by FA for comments.
	• Bond rating applications made.
Monday, August 17, 2026	• POS comments returned to FA.
Week of August 23, 2026	• Rating call (Utility only) with Standard & Poor's and Fitch (if needed; will request written responses only.)
Monday, September 14, 2026	• Bond rating(s) assigned.
	• POS electronically posted using *I-Deal*.
Tuesday, September 22, 2026	• Sale. Series 2026A Bonds are priced through a negotiated sale and awarded by the City Council.
Tuesday, October 20, 2026	• Closing. Series 2026A Bonds are delivered and proceeds distributed in accordance with Closing Instructions.

* Requires Official Council Meeting.

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
First Reading - Ordinance amending Section 13.04.180, "Rates & Charges - Solid Waste Disposal - Schedule

SUGGESTED ACTION:
First Reading of an Ordinance amending Section 13.04.180, "Rates & Charges - Solid Waste Disposal Schedule" of the Code of Ordinances of the City of Georgetown -- April Haughey, Assistant Public Works Director

ITEM SUMMARY:
In FY2026, the City's Environmental Services Department conducted the annual cost of service and rate design study to determine the solid waste fees required to adequately recover the costs of providing services. The study's objectives were to develop a forecast of solid waste rates that allows the City to ensure that the Solid Waste Utility is collecting the appropriate amount of revenue to 1. Operate the solid waste utility. 2. Fund internal City allocations. 3. Establish and maintain a debt service reserve balance for debt service obligations. 4. Comply with fiscal and budgetary policy requirements related to franchise fees and payments in lieu of taxes.

The City's consultant, NewGen Strategies, assisted with this effort. The study concluded that the current revenues generated by the City's FY2026 solid waste rates will not support the projected operating, debt service, and reserve requirements of the solid waste system. Incremental rate increases over the next few years are necessary to increase revenues so that the City's solid waste operating and capital needs are met, and the City maintains reserve levels. To increase revenues that will sustain the solid waste system, NewGen recommends the following rate increases:

	Proposed FY 2027
Residential Rate Increase	5%
Commercial Rate Increase	8%
Downtown Shared Dumpster Rate Increase	15%

FINANCIAL IMPACT:
Projected revenue for FY2027 is estimated at $21,352,923.00

SUBMITTED BY:
Karen Frost, Public Works

ATTACHMENTS:
FY27 Solid Waste Rates Ordinance - First Reading Presentation.pdf

Ord_SolidWasteRates_FY 2027 (clean ordinance).pdf
Ord_Solid Waste Rates FY 2027 redline of rates.pdf

Solid Waste Rate Ordinance Update First Reading

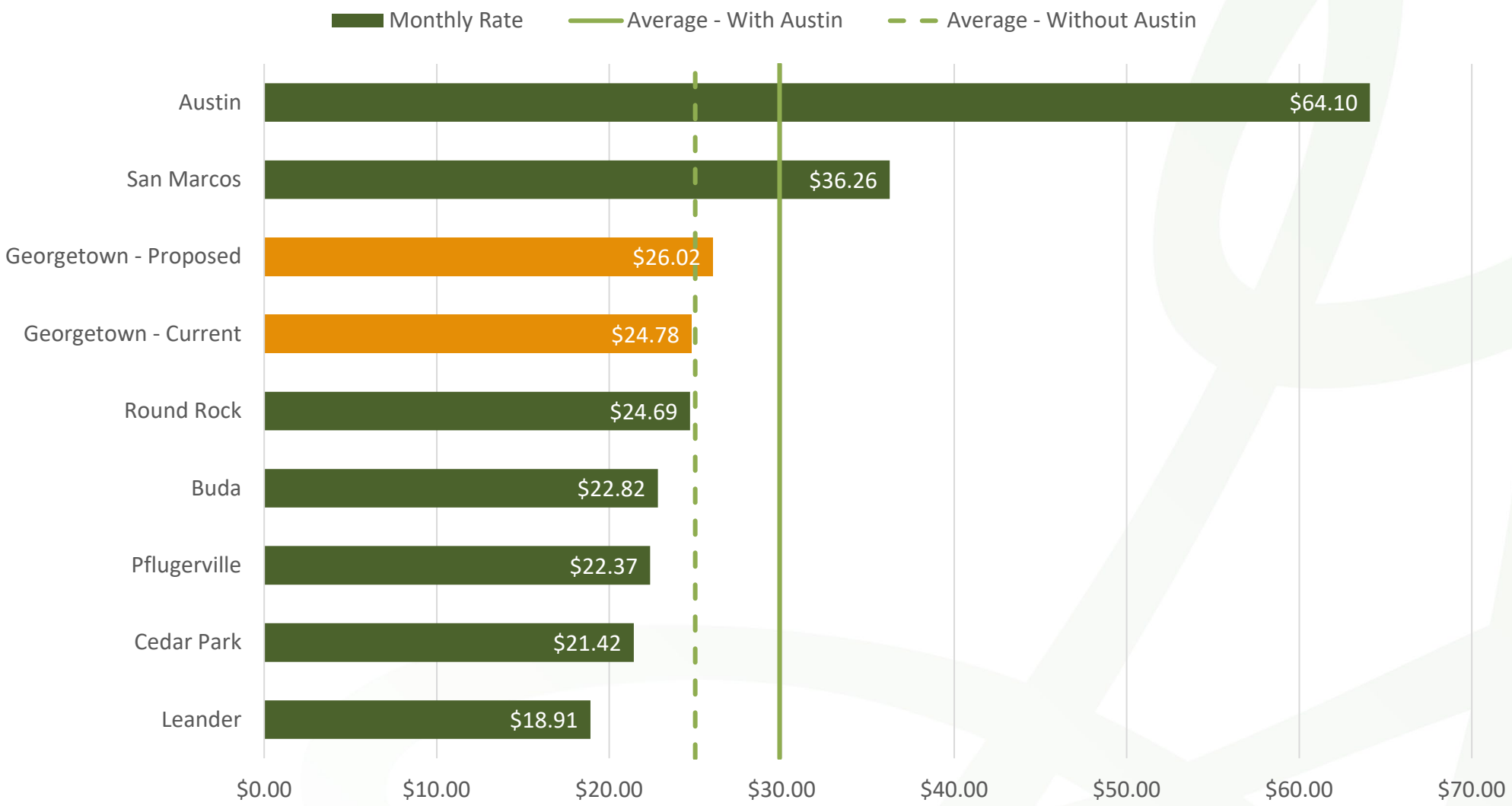
September 22, 2026| City Council

GEORGETOWN TEXAS

Caption

FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING SECTION 13.04.180, TITLED "RATES AND CHARGES – SOLID WASTE DISPOSAL – SCHEDULE," OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Monthly Residential Rate Comparison



Residential & Commercial Rate Increases

Service	Current	New	$ Increase
Residential Tier I	$24.78	$26.02	$1.24
Residential Tier II	$36.67	$38.50	$1.83
Residential Tier III & IV	$34.19	$35.90	$1.71
Commercial Cart	$42.02	$45.38	$3.91
4 YD @ 1/wk.	$158.07	$170.72	$12.65
6 YD @ 1/wk.	$194.32	$209.86	$15.54
8 YD @ 1/wk.	$229.11	$247.44	$18.33

Downtown Shared Dumpster Rate Increase

Per the rate recommendations in the Solid Waste Cost of Service Study presented by NewGen Strategies and Solutions, LLC at the City Council workshop on June 9, 2026, the City will implement a 15% rate increase for commercial customers utilizing shared dumpsters funded by the City within the downtown 9-block core. This rate increase will better align revenues with the cost of providing solid waste and recycling services.

Caption

A FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING SECTION 13.04.180, TITLED "RATES AND CHARGES – SOLID WASTE DISPOSAL – SCHEDULE," OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING SECTION 13.04.180, TITLED "RATES AND CHARGES – SOLID WASTE DISPOSAL – SCHEDULE," OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown (the "City") contracts with Texas Disposal Systems ("TDS") for solid waste disposal services; and,

WHEREAS, the City approved a new agreement with TDS in November of 2021 (the "Agreement"), the First Amendment to the Agreement with TDS in September of 2022, the Second Amendment of the Agreement in October of 2023, the Third Amendment of the Agreement in October 2024, and the Fourth Amendment of the Agreement in March of 2025; and the Fifth Amendment of the Agreement in October of 2025.

WHEREAS, TDS has requested a rate increase as provided in the contract; and,

WHEREAS, the City has reviewed the request from TDS and determined that it is consistent with the terms of the contract; and,

WHEREAS, the City has determined that the TDS requested rate increase is necessary in order to continue to maintain the high level of solid waste disposal services to which citizens have become accustomed; and,

WHEREAS, the City has determined that continuation of annual cost of service studies as well as enhanced communication with customers all in-city solid waste customers is necessary; and,

WHEREAS, the City has determined increased funding for facilities maintenance to maintain the City's transfer station is necessary in order to continue to maintain the high level of solid waste disposal services to which citizens have been accustomed; and,

WHEREAS, the City undertook an update of the cost-of-service study in FY2025, and again in FY26, which projects the City's Solid Waste Fund providing for a payment in lieu of taxes and franchise fee payment to the City's General Fund in the amount of $1,742,091 in FY27, equal to 8.16 percent of revenues; and

WHEREAS, the cost-of-service study projects fully complying with the fiscal and budgetary policy's provisions related to the payment in lieu of taxes and franchise fees by FY2027; and

WHEREAS, the City has determined it necessary to fully recover the costs associated with

administering the utility and requires a 5 percent and 8 percent rate increase for residential and commercial customers, and a 15 percent increase for users of the downtown shared dumpsters, respectively.

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 in all things 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. Section 13.04.180 of the Code of Ordinances, "Rates and charges – Solid Waste Disposal – Schedule" is hereby amended and replaced as shown in "**Exhibit A**."

Section 4. 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 5. 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 on November 1, 2026, and apply to all billings after that date in accordance with the provisions of the Charter of the City of Georgetown.

PASSED AND APPROVED ON FIRST READING ON THE _____ DAY OF SEPTEMBER 2026.

PASSED AND APPROVED ON SECOND READING ON THE _____ DAY OF OCTOBER 2026.

ATTEST: **CITY OF GEORGETOWN**

_____ _____

Robyn Densmore, City Secretary Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

"EXHIBIT A"

Sec. 13.04.180. - Rates and charges—Solid waste disposal—Schedule.

	Inside City (Tier I)	MUD Contract Tier II	MUD No Contract Tier III	ETJ Tier IV
Residential (per month)*	$26.02	$38.50	$35.90	$35.90
Extra Cart - Trash or Recycle	$10.46	$10.46	$10.46	$10.46
Additional Trash Service- sticker	$5.62	$5.62	$5.62	$5.62
Additional Yard Trimming - sticker	$5.62	$5.62	**	**
Additional Bulky Waste Collection - $ each	$34.46	$34.46	**	**
Oversized Bulky Waste Collection - per CY	$34.46	$34.46	**	**
1st Cart exchange in contract	No Charge	No Charge	No Charge	No Charge
2nd and subsequent cart exchange fee	$41.83	$41.83	$41.83	$41.83

** Not included in base service. Rates negotiated between Contractor and Out-of-City Customer.

Commercial Landfill Trash – Carts

# Containers	**Pickups Per Week**				
	1	**2**	**3**	**4**	**5**
1	$45.38	$90.76	$136.14	$181.53	$226.91

Multiple carts will be additional orders of a single cart.

Commercial Recycling – Carts

Every-other-week pickup: $19.22 per month

# Containers	**Pickups Per Week**				
	1	**2**	**3**	**4**	**5**
1	$38.07	$76.14	$114.21	$152.28	$190.35

Multiple carts will be additional orders of a single cart.

Commercial Landfill Trash - Dumpsters

Container	Pickups Per Week						
	1	2	3	4	5	6	7
2CY	$131.38	$261.26	$379.80	$522.31	$653.90	$783.43	$929.12
3CY	$150.31	$298.35	$447.29	$595.90	$742.80	$891.41	$1,054.25
4CY	$170.72	$339.54	$506.99	$674.24	$843.12	$1,010.59	$1,190.67
6CY	$209.86	$417.88	$622.91	$829.44	$1,035.97	$1,242.43	$1,469.72
8CY	$247.44	$491.54	$735.71	$978.26	$1,222.29	$1,466.53	$1,740.92
10CY	$286.37	$568.32	$851.64	$1,133.38	$1,415.13	$1,698.44	$2,015.33

Commercial Recycling – Dumpsters

Container	Pickups Per Week						
	1	2	3	4	5	6	7
2CY	$127.61	$253.03	$419.93	$505.80	$632.90	$758.69	$900.28
3CY	$141.73	$281.47	$421.99	$560.60	$700.62	$840.72	$995.21
4CY	$160.51	$319.18	$475.87	$633.47	$792.28	$949.40	$1,119.27
6CY	$196.25	$388.95	$581.86	$774.50	$967.49	$1,160.18	$1,373.79
8CY	$230.20	$457.02	$684.03	$909.34	$1,136.21	$1,363.16	$1,620.23
10CY	$265.86	$536.20	$789.39	$1,050.43	$1,311.41	$1,573.95	$1,870.16

*City Receives 10% discount rate for City services

Commercial - Additional Services

Locking device - installation	$121.50	one-time charge
Locking device	$29.07	per month
Casters - for non-residential customers	$42.95	per month

Unscheduled Extra Pickups

2 CY	$65.71	each
3 CY	$82.12	each
4 CY	$89.70	each
6 CY	$97.29	each
8 CY	$106.13	each
10 CY	$139.00	each

Sec. 13.04.180. - Rates and charges—Solid waste disposal—Schedule.

	Inside City (Tier I)	MUD Contract Tier II	MUD No Contract Tier III	ETJ Tier IV
Residential (per month)*	$26.02~~4.78~~	$38.50~~6.67~~	$35.90~~4.19~~	$35.90~~4.19~~
Extra Cart - Trash or Recycle	$10.46~~06~~	$10.46~~06~~	$10.46~~06~~	$10.46~~06~~
Additional Trash Service- sticker	$5.62~~40~~	$5.62~~40~~	$5.62~~40~~	$5.62~~40~~
Additional Yard Trimming - sticker	$5.62~~40~~	$5.62~~40~~	**	**
Additional Bulky Waste Collection - $ each	$34.46~~3.13~~	$34.46~~3.13~~	**	**
Oversized Bulky Waste Collection - per CY	$34.46~~3.13~~	$34.46~~3.13~~	**	**
1st Cart exchange in contract	No Charge	No Charge	No Charge	No Charge
2nd and subsequent cart exchange fee	$41.83~~0.22~~	$41.83~~0.22~~	$41.83~~0.22~~	$41.83~~0.22~~

** Not included in base service. Rates negotiated between Contractor and Out-of-City Customer.

Commercial Landfill Trash – Carts

# Containers	Pickups Per Week				
	1	2	3	4	5
1	$45.38~~2.02~~	$90.76~~84.04~~	$136.14~~26.06~~	$181.53~~68.08~~	$226.91~~10.10~~

Multiple carts will be additional orders of a single cart.

Commercial Recycling – Carts

Every-other-week pickup: $19.22~~7.79~~ per month

# Containers	Pickups Per Week				
	1	2	3	4	5
1	$38.07~~5.25~~	$76.14~~0.50~~	$114.21~~05.75~~	$152.28~~41.00~~	$190.35~~76.25~~

Multiple carts will be additional orders of a single cart.

Commercial Landfill Trash - Dumpsters

Container	Pickups Per Week						
	1	2	3	4	5	6	7
2CY	$131.382 ~~1.64~~	$261.26 ~~41.91~~	$379.80 ~~51.67~~	$522.3148 ~~3.62~~	$653.9005 ~~.46~~	$783.4325 ~~.39~~	$929.1286 ~~0.30~~
3CY	$150.313 ~~9.17~~	$298.35 ~~76.25~~	$447.29 ~~14.16~~	$595.9051 ~~.76~~	$742.8068 ~~7.78~~	$891.4125 ~~.38~~	$1,054.259 ~~76.16~~
4CY	$170.725 ~~8.07~~	$339.54 ~~14.39~~	$506.99 ~~469.44~~	$674.24 ~~24.29~~	$843.1278 ~~0.67~~	$1,010.59 ~~935.73~~	$1,190.670 ~~2.47~~
6CY	$209.861 ~~94.32~~	$417.88 ~~386.93~~	$622.91 ~~576.77~~	$829.4476 ~~8.00~~	$1,035.97 ~~959.23~~	$1,242.43 ~~150.40~~	$1,469.723 ~~60.86~~
8CY	$247.442 ~~9.11~~	$491.54 ~~55.13~~	$735.71 ~~681.21~~	$978.2605 ~~.78~~	$1,222.29 ~~131.75~~	$1,466.53 ~~357.90~~	$1,740.926 ~~11.96~~
10CY	$286.376 ~~5.15~~	$568.32 ~~26.22~~	$851.64 ~~788.55~~	$1,133.38 ~~049.43~~	$1,415.13 ~~310.31~~	$1,698.44 ~~572.63~~	$2,015.331 ~~,866.04~~

Commercial Recycling – Dumpsters

Container	Pickups Per Week						
	1	2	3	4	5	6	7
2CY	$127.61 ~~18.16~~	$253.03 ~~34.29~~	$419.93 ~~388.82~~	$505.804 ~~68.33~~	$632.905 ~~86.02~~	$758.6902 ~~.49~~	$900.28833. ~~59~~
3CY	$141.733 ~~1.24~~	$281.47 ~~60.62~~	$421.99 ~~390.73~~	$560.601 ~~9.07~~	$700.626 ~~48.72~~	$840.7277 ~~8.45~~	$995.2121.4 ~~9~~
4CY	$160.51 ~~48.62~~	$319.18 ~~295.54~~	$475.87 ~~40.62~~	$633.475 ~~86.55~~	$792.283 ~~3.60~~	$949.4087 ~~9.08~~	$1,119.2703 ~~6.36~~
6CY	$196.25 ~~81.72~~	$388.95 ~~60.13~~	$581.86 ~~38.76~~	$774.501 ~~7.13~~	$967.498 ~~95.82~~	$1,160.18 ~~074.24~~	$1,373.7927 ~~2.03~~
8CY	$230.20 ~~13.15~~	$457.02 ~~23.16~~	$684.03 ~~33.36~~	$909.348 ~~41.98~~	$1,136.21 ~~052.04~~	$1,363.16 ~~262.18~~	$1,620.2350 ~~0.22~~
10CY	$265.86 ~~46.17~~	$536.20 ~~496.48~~	$789.39 ~~30.91~~	$1,050.43 ~~972.62~~	$1,311.41 ~~214.27~~	$1,573.95 ~~457.36~~	$1,870.1673 ~~1.63~~

*City Receives 10% discount rate for City services

Commercial - Additional Services

Locking device - installation	$121.50~~16.83~~	one-time charge
Locking device	$29.07~~7.95~~	per month
Casters - for non-residential customers	$42.95~~1.30~~	per month

Unscheduled Extra Pickups

2 CY	$65.71~~3.18~~	each
3 CY	$82.12~~78.96~~	each
4 CY	$89.70~~6.25~~	each
6 CY	$97.29~~3.55~~	each
8 CY	$106.13~~2.05~~	each
10 CY	$139.00~~3.65~~	each

City of Georgetown, Texas
City Council
September 22, 2026

SUBJECT:
First Reading - Levying Special Assessments for Heirloom 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 Heirloom Public Improvement District Major Improvement Area; fixing a charge and lien against all properties within the Major Improvement Area 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; and approving a Service and Assessment Plan -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
On August 26, 2026, 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. 082625-6.P (the “PID Creation Resolution”) authorizing the creation of the Heirloom Public Improvement District (the “PID”), covering approximately 622 acres.

The District is expected to be developed in phases beginning with an area designated as the "Major Improvement Area" within the District, which consists of approximately 622 acres located within the District (the "Major Improvement Area").

After notice was provided as required by the PID Act, the City Council on October 13, 2026, held a public hearing to consider the levy of the proposed Major Improvement Area Assessments on property within the Major Improvement Area of the District, the allocation of the Actual Costs of the authorized improvements to be undertaken for the benefit of all property to be assessed within the Major Improvement Area of the District, the purposes of the Major Improvement Area Assessments, the special benefits of the Major Improvement Area Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Major Improvement Area Assessments.

The City Council finds and determines that the Heirloom Public Improvement District Service and Assessment Plan, which includes the Major Improvement Area 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 Major Improvement Area Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan, and the Major Improvement Area Assessment Roll.

In connection with the levy of the Major Improvement Area Assessments, the owners (the "Landowners") of the privately-owned and taxable property located within the Major Improvement Area will execute a landowner certificate, wherein the Landowners, among other things, approve

and accept this Ordinance and the Service and Assessment Plan, including the Major Improvement Area Assessment Roll, consents to and accepts the levy of the Major Improvement Area Assessments against their property located within the District and agree to pay the Major Improvement Area Assessments.

FINANCIAL IMPACT:
None to the City.

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
Assessment_Ordinance_Heirloom_PID with Exhibits.pdf
Heirloom PID Assessment Levy (9-22-2026 CC).pdf

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS LEVYING SPECIAL ASSESSMENTS FOR, AND APPORTIONING THE COSTS OF, CERTAIN IMPROVEMENTS TO PROPERTY IN AND FOR THE HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN THE MAJOR IMPROVEMENT AREA 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 July 30, 2025 (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 Heirloom 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 August 26, 2025 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 August 26, 2025 the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 082625-6.P (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 the "Major Improvement Area" within the District, which consists of approximately 622 acres located within the District (the "Major Improvement Area"); and

WHEREAS, pursuant to the PID Act, the proposed *"Major Improvement Area 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 October 13, 2026 was published on [September 30], 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 "Major Improvement Area Assessments") on real property within the Major Improvement Area 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 Major Improvement Area Assessment Roll and the Service and Assessment Plan and the levy of the Major Improvement Area Assessments on property within the Major Improvement Area 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 Major Improvement Area Assessments; and

WHEREAS, after notice was provided as required by the PID Act, the City Council on October 13, 2026, held a public hearing to consider the levy of the proposed Major Improvement Area Assessments on property within the Major Improvement Area 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 Major Improvement Area Assessment Roll, and the proposed Major Improvement Area Assessments, and to offer testimony pertinent to any issue presented on the amount of the Major Improvement Area 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 the Major Improvement Area of the District (the "Major Improvement Area Improvements"), the purposes of the Major Improvement Area Assessments, the special benefits of the Major Improvement Area 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 Major Improvement Area Assessments; and

WHEREAS, the City Council finds and determines that the Heirloom Public Improvement District Service and Assessment Plan, which includes the Major Improvement Area 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 Major Improvement Area Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan, and the Major Improvement Area 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 Major Improvement Area Authorized Improvements as described in the Service and Assessment Plan, the Major Improvement Area Assessment Roll, or the levy of the Major Improvement Area Assessments; and

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

WHEREAS, the City Council closed the public hearing on October 13, 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 the Major Improvement Area 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 Major Improvement Area Authorized Improvements described in the preamble of this Ordinance and in the Service and Assessment Plan include the Major Improvement Area Improvements, Bond Issuance Costs, and First Year Annual Collection Costs

(each as defined in the Service and Assessment Plan) (collectively, the "Major Improvement Area Authorized Improvements"). The Major Improvement Area Authorized Improvements benefit and serve all of the property within the Major Improvement Area of 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 the Major Improvement Area of the District that: (i) the enhancement and value to accrue to the Major Improvement Area of the District and the real and true owner or owners thereof by virtue of construction of the Major Improvement Area Authorized Improvements will be equal to or in excess of the amount of the cost of the proposed Major Improvement Area Authorized Improvements; (ii) that the apportionment of the costs of the Major Improvement Area Authorized Improvements and the Major Improvement Area 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 Major Improvement Area 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 Major Improvement Area 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 Major Improvement Area Authorized Improvements and the Major Improvement Area Assessments are in all respects regular, proper, and valid; and (v) all prerequisites to the fixing of the assessment liens against the properties within the Major Improvement Area 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 Major Improvement Area 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 the Major Improvement Area 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 the Major Improvement Area 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 Major Improvement Area Assessment Roll attached as Exhibit F to the Service and Assessment Plan.

Section 8. (a) The levy of the Major Improvement Area 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 Major Improvement Area Authorized Improvements to be assessed against the property within the Major Improvement Area of the District, shall be as set forth in the Service and Assessment Plan.

(c) Major Improvement Area 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 Major Improvement Area 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 Major Improvement Area 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) Major Improvement Area 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 Major Improvement Area Authorized Improvements, including debt service on obligations issued to pay the costs of the Major Improvement Area 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 Major Improvement Area 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 Major Improvement Area Assessments (the "Collector"). The Collector shall serve in such capacity unless and until replaced by subsequent action of the City Council.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED on First Reading on the 22nd day of September, 2026**.**

PASSED, APPROVED, AND ADOPTED on Second Reading on the 13th day of October, 2026**.**

ATTEST:

_____
Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN:

_____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
SERVICE AND ASSESSMENT PLAN

Heirloom Public Improvement District

PRELIMINARY SERVICE AND ASSESSMENT PLAN

SEPTEMBER 8, 2026

TABLE OF CONTENTS

Table of Contents 1
Introduction 2
Section I: Definitions 4
Section II: The District 11
Section III: Authorized Improvements 11
Section IV: Service Plan 14
Section V: Assessment Plan 15
Section VI: Terms of the Assessments 17
Section VII: Assessment Roll 23
Section VIII: Additional Provisions 23
List of Exhibits 25
List of Appendicies 26
Exhibit A – District/Major Improvement Area Legal Description 27
Exhibit B – District/Major Improvement Area Boundary Map 44
Exhibit C – Authorized Improvements 45
Exhibit D – Service Plan – Five Year Plan 46
Exhibit E – Service Plan – Sources and Uses 47
Exhibit F – Major Improvement Area Assessment Roll 48
Exhibit G – Major Improvement Area Annual Installments 49
Exhibit H – District Estimated Buildout Value 50
Exhibit I – Maps of Authorized Improvements 51
Exhibit J – Lot Type Classification Map 56
Exhibit K – Notice of PID Assessment Termination 57
Exhibit L – Buyer Disclosures 60
Appendix A – Engineer's Report 59

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 August 26, 2025 the City Council took the following actions:

- The City Council passed and approved Ordinance No. 2025-45 which (i) annexed into the corporate boundaries of the City approximately 620 acres of land (the "Property") which is more particularly described by metes and bounds on **Exhibit A** and by sketch on **Exhibit B**, and (ii) approved a Planned Unit Development zoning classification and plan for the Property (the "ANX-PUD Ordinance"). The ANX-PUD Ordinance was recorded in the Official Public Records of Williamson County, Texas on_____.
- The City Council passed and approved Resolution No. 082625-5.P. authorizing the creation of the District over the Property, in accordance with the PID Act which authorization was effective upon publication as required by the PID Act. The resolution was recorded in the Official Public Records of Williamson County, Texas on September 3, 2025 as Document No. 2025069384. The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of the property within the District.
- The City Council passed and approved Resolution No. 082625-6.M, approving the Development and Construction Agreement and the resolution was recorded in the Official Public Records of Williamson County as Document No. 2026023941 on March 3, 2026.

On March 19, 2026, a Preliminary Plat for the District was approved by the City (City Project NO. 2025-10-PP-20260318).

On _____,2026, the City adopted Resolution No. _____ approving the First Amendment to Development and Construction Agreement (Heirloom).

On _____,2026, the City adopted Ordinance No._____ approving this Service and Assessment Plan and the Major Improvement Area Assessment Roll for the Heirloom Public Improvement District.

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 Major Improvement Area 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.

"**ANX-PUD Ordinance"** means Ordinance No. 2025-45 passed and approved by the City on August 26, 2025.

"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 the 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, including the Major Improvement Area Assessment Roll, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, if issued, or in connection with any Annual Service Plan Update.

"Authorized Improvements" means Public Improvements authorized by Section 372.003 of the PID Act, including District Formation Expenses, First Year Annual Collections Costs (as described

in **Section III (E)** herein), and Bond Issuance Costs, if PID Bonds are issued, as more specifically described in **Section III.**

"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. 082625-5.P, approved by the City Council on, 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 Heirloom East TX, LLC. and HeirloomTX, LLC., collectively, and any successor developer of property within the District, or any portion thereof.

"Development and Construction Agreement" means that certain Development and Construction Agreement (Heirloom) between the City, the Georgetown Independent School District, and the Developer approved by the City Council via Resolution No. 082625-6.M and effective as of_____, as amended by the First Amendment to Development and Construction Agreement (Heirloom) approved by the City Council via Resolution No._____ and effective as of _____, 2026.

"District" means the Heirloom Public Improvement District containing approximately 622.525 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B**.

"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 determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

"Financing Agreement" means that certain "PID Construction, Financing and Reimbursement Agreement Heirloom Public Improvement District between the City, Georgetown Independent School District, Heirloom East TX, LLC and HEIRLOOM TX, LLC dated to be effective _____.

"Future Improvement Areas" means a distinct portion of the Major Improvement Area described by metes and bounds and developed as an individual improvement area which such area(s) to be described, designated, and subject to separate Assessments levied in the future to fund Future Improvement Area Improvements.

"Future Improvement Area Improvements" mean those Authorized Improvements which will confer a special benefit solely on the related Future Improvement Area.

"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 respective Owner consenting to the levy of the Assessments dated ____, ____, as may be further amended.

"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 shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as calculated by the Administrator and confirmed and approved by the City Council.

"Major Improvement Area" means approximately 622.525 acres located within the District, as shown on **Exhibit B** and more specifically described in **Exhibit A**.

"Major Improvement Area Annual Installment" means the annual installment payment of the Major Improvement Area Special Assessment as calculated by the Administrator and approved by the City Council that may include: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest, if PID Bonds are issued.

"Major Improvement Area Assessed Property" means any Parcel within the Major Improvement Area against which a Major Improvement Area Special Assessment is levied.

"Major Improvement Area Assessment Roll" means the assessment roll for the Major Improvement Area 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.

"Major Improvement Area Authorized Improvements" means, collectively, the Major Improvement Area Improvements, the First Year Annual Collection Costs allocable to the Major Improvement Area, and the Bond Issuance Costs related to the Major Improvement Area Bonds.

"Major Improvement Area Bonds" means those certain "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)", that are payable as provided in the Indenture relating to such bonds.

"Major Improvement Area Improvements" mean Authorized Improvements which only benefit Major Improvement Area Assessed Property as described in **Section III** and as shown on **Exhibit I**.

"Major Improvement Area Special Assessment" means an Assessment levied against Assessed Property within the Major Improvement Area and imposed pursuant to an Assessment Ordinance, as shown on the Major Improvement Area Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Maximum Assessment" means for each Lot Type within the District, at the time a new Lot is created by plat an Assessment equal to the amount calculated pursuant to **Section VI.A**. Maximum Assessment for future Improvement Areas will be determined in future Annual Service Plan updates.

"Non-Assessed Property" means approximately 121.86 acres of land located within the District against which a portion of the costs of the Major Improvement Area Improvements are

apportioned based on special conferred benefit which costs will be paid by the Developer without reimbursement from the City.

"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.

"Owners" mean Heirloom East TX, LLC., Heirloom1 Communities Tx, LLC., HeirloomTX, LLC., and Georgetown Independent School District, and any successor owner of property within the District, or any portion thereof.

"Parcel(s)" means a property within the boundaries of the District, identified by either a tax map identification number assigned by the 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 Bonds" mean any bonds issued in accordance with the PID Act, if applicable, that are secured by Assessments.

"Preliminary Plat" means that certain Preliminary Plat for a portion of the Property (361.85 acres) and the entire length of the Primary Collector approved by the City on March 19, 2026 (City Project No. 2025-10-PP-20260318).

"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.

"Property" means the approximately 622.525 acres of land which is more particularly described by metes and bounds on **Exhibit A** and by sketch on **Exhibit B.**

"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**.

"Trigger Date" means, for each Parcel, the earlier of: (1) the date a final plat is filed and recorded in the real property records of the County which creates the Parcel, or (2) the date PID Bonds, if issued, secured by Assessments levied on the Parcel are issued. If the Trigger Date occurs on or before July 31st of the then current year, then Assessments will be due the January 31st of the following year. If the Trigger Date occurs after July 31st of the then current year, then the Assessments will be due on the second January 31st following the Trigger Date. Collection of the Annual Installments will in no case occur later than the two-year anniversary date of the levy of Assessments on the Parcel.

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

SECTION II: THE DISTRICT

The District includes approximately 622.525 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B**. Development of the District is governed by the ANX-PUD Ordinance and the Development and Construction Agreement. The District is to be developed as a mixed-use project. In general, the maximum number of residential units is 3,600 (unless an area reserved for school purposes is not developed as such, in which case the maximum number of residential units can increase by not more than 375 additional residential units). A variety of residential housing types and sizes are allowed, with maximum units by scale and maximum and minimum unit counts set forth in the ANX-PUD Ordinance. The ANX-PUD Ordinance requires 200,000 square feet of land to be used for commercial purposes to support the residential uses in the District and allows a variety of multifamily uses. Also included are associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to property within the District.

The Major Improvement Area includes approximately 622.525 acres as more particularly described on **Exhibit A** and depicted on **Exhibit B.** Development of the Major Improvement Area is anticipated to contain 1,333 single-family homes, 100 Townhome units, 116 Courtyard units, 100 Build-to-Rent units, 1,250 Multi-Family units, and 255,000 square feet of commercial space.

It is anticipated there will be additional Future Improvement Areas within the District. As the Future Improvements Areas are developed and in connection with the issuance of any PID Bonds, or the levy of Assessments in Future Improvement Areas pursuant to the Financing Agreement, 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. Major Improvement Area Improvements will be designed and constructed in accordance with City standards and will be owned and operated by the City once accepted unless specifically stated below. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C**.

A. Major Improvement Area Improvements

- Streets

  With Phase 1, primary access to the District will be provided via the Heirloom Pkwy. extension, which will continue on the west side of Williams Drive opposite of the

existing section of Parmer Ranch Blvd. built with the Parmer Ranch Development. The Heirloom Pkwy. collector will then continue across the site, intersect with CR 248, and turn south before tying into the planned expanded section of Ronald Reagan Blvd. The subsequent residential phases of the development will branch off Heirloom Pkwy. for access. The collector will utilize a 96' ROW with a 4-lane divided 50' pavement section and 10' sidewalks on either side. Road section design is described in the Planned Unit Development Zoning Ordinance 2025-45-PUD. Proposed streets have been designed to urban standards consisting of concrete curb and gutter and will be designed with a flexible pavement section consisting of prepared subgrade, crushed limestone base, and hot mix asphaltic concrete (HMAC) pavement surface. The pavement recommendations can be found in the Heirloom tract Geotechnical Investigation reports prepared by MLA Geotechnical dated November 2025. The proposed street network meets City of Georgetown horizontal and vertical geometric design criteria. Ten-foot sidewalks with ADA ramps will be constructed along the collector on both sides of the street and will be constructed following standard specifications and details. Signage, valley gutters, excavation, embankment, clear and grub, and testing are also included within these improvements. See Heirloom Tract Phase 1 Construction plans prepared by Gray Civil for additional design information and street cross sections.

- Water

  The District will be served water by the City of Georgetown. An existing 24" line is located on the east side of CR 248, an existing 30" line is located on the south side of Ronald Reagan Blvd, and an existing 12" line is located on the west side of RM 2338. As part of the subdivision improvements, an 12" waterline is proposed to be constructed down the Parmer Ranch Blvd ROW and connected to the existing 30" waterline. The northern portion of the site will be served by a proposed 12" line to be connected to the existing 12" line. Water will be provided to the individual lots by proposed 8-inch and 12-inch water lines located within the public ROW. Utility line sizing is preliminary in nature and will ultimately depend on recommendation from GUS and their water model.

- Wastewater

  The portion of the District that generally slopes from northeast to southwest will gravity flow via a proposed 12" trunk line into an existing manhole offsite to the southwest corner of the site and to the existing Nolina lift station. A lift station will be constructed at the northeast corner for the remainder of the site and wastewater flows will be pumped back to an existing manhole connection to a 12" gravity wastewater line along RM 2338 via a force main. Phase 1 will include the construction of the 12" main trunk line through the site, while 8" local lines will be added with future phases.

Internal wastewater utilities will be typically located within the proposed right-of-way's standard assignments as established by the City of Georgetown. Internal water mains will be located outside of the pavement within the right-of-way per GUS standard assignment. The internal lines will be constructed in accordance with the GUS water and wastewater system design criteria and specifications. Improvements include trench excavation and embedment, trench safety, piping, valves, hydrants, manholes, service connections, testing, related earthwork, erosion controls and all necessary appurtenances.

- Drainage

  Stormwater runoff generated within the development will be conveyed by a system of curb and gutters, inlets, storm drains, channels, and ponds before being released into a tributary of either the North Fork San Gabriel River to the south or Berry Creek to the east, and onto neighboring properties. The drainage study performed for the preliminary plat utilizes the NRCS method to determine peak flow runoff for the 2-, 10-, 25-, and 100-year storms. The site is entirely within the Edwards Aquifer Contributing Zone and will therefore be required to provide water quality treatment and submit a related Contributing Zone Plan to TCEQ for all construction plan submittals.

  Most of the District generally slopes in a southerly direction and is bisected by a small tributary of the North Fork San Gabriel River, conveying offsite flows through the site. This tributary constitutes roughly 22.5 acres of existing calculated non-FEMA floodplain on the site and will necessitate two main culvert/bridge crossings. The portion of the District that flows to the northeast includes the 1 acre of FEMA zone A floodplain and constitutes a tributary to Berry Creek. Water Quality best management practices will be used to meet both the TCEQ's 80% TSS removal requirements along with the City of Georgetown's 85% removal requirement. Detention will be provided to reduce developed flows to pre-developed conditions for the 2, 10, 25, and 100-yr storm events.

  Drainage improvements include trench excavation and embankment, trench safety, piping, manholes, junction boxes, inlets, headwalls, channels, and associated outflow structures, testing, related earthwork, and erosion controls.

- Parkland

  The improvements to the parkland include the construction of a 10' wide paved hike and bike trail built to ADA standards along with associated benches and lighting. There will also be a network of bench cut, natural surface trails woven throughout the parkland/floodplain area.

- Soft Costs

Costs related to designing, constructing, installing, and financing the PID Improvements, including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, district formation costs, landscaping and other PID costs incurred and paid by the developer.

C. District Formation Expenses

Costs incurred creating the District, including attorney fees, consultant fees, and other fees and expenses related to formation of the District and the levy of Assessments.

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 1st 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 must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District.

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

SECTION V: ASSESSMENT PLAN

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

- The Major Improvement Area Improvements are allocated entirely to the Major Improvement Area 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, a Future Improvement Area is developed and the issuance of additional PID 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

Major Improvement Area Assessments will be levied on the Major Improvement Area Assessed Property as shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit F**. The projected Major Improvement Area Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update**.**

When, and if, a Future Improvement Area is developed and the levy of Assessments on a Future Improvement Area is contemplated, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installment associated with the costs of Future Improvement Area Improvements on each Lot located within the Future Improvement Area. The Assessment shall not exceed the benefit received by the Assessed Property. Prior to the Trigger Date for the collection of Annual Installments for a given Future Improvement Area Parcel, the Annual Collection Costs shall be billed and collected in the same manner as Annual Installments in the amounts set forth in each Annual Service Plan Update. Following the Trigger Date for the collection of Annual Installments, 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.

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 Major Improvement Area Authorized Improvements equals $20,950,323 as shown on **Exhibit C**; and
- The Major Improvement Area Assessed Property receives special benefit from Major Improvement Area Authorized Improvements equal to or greater than the Actual Costs of the Major Improvement Area Authorized Improvements; and
- Major Improvement Area Assessed Property will be allocated 100% of the Major Improvement Area Assessments levied on the Major Improvement Area Assessed Property for Major Improvement Area Authorized Improvements, which equal $20,895,000, as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit F;** and

- The special benefit (≥$20,950,323) received by the Major Improvement Area Assessed Property from the Major Improvement Area Authorized Improvements is greater than or equal to the amount of the Major Improvement Area Assessments ($20,895,000) levied on the Major Improvement Area Assessed Property for the Major Improvement Area Authorized Improvements; and
- At the time the City Council approved the Assessment Ordinance, the Owners owned 100% of Major Improvement Area. In a Landowner Certificate, each Owner acknowledged that the Major Improvement Area Authorized Improvements confer a special benefit on Major Improvement Area Assessed Property and consented to the imposition of the Major Improvement Area Assessments to pay for the Actual Costs associated therewith. The Owners ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Major Improvement Area Assessments on the Major Improvement Area Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. Prior to the Trigger Date for the collection of Annual Installments for a given Parcel, the Annual Collection Costs shall be billed and collected in the same manner as Annual Installments in the amounts set forth in each Annual Service Plan Update. Following the Trigger Date for the collection of Annual Installments, 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 PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. If applicable, 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 Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The 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 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 Remaining Property.

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

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

Notwithstanding the previous paragraphs in this subsection (F), if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value

requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection (F), the Assessments shall not, however, be reduced to an amount less than the 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 Major Improvement Area 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 L**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in its entirety.

LIST OF EXHIBITS

Exhibit A	District/ Major Improvement Area Legal Description
Exhibit B	District/ Major Improvement Area Boundary Map
Exhibit C	Authorized Improvements
Exhibit D	Service Plan – Five Year Plan
Exhibit E	Service Plan – Sources and Uses
Exhibit F	Major Improvement Area Assessment Roll
Exhibit G	Major Improvement Area Annual Installments
Exhibit H	District Estimated Buildout Value
Exhibit I	Map of Authorized Improvements
Exhibit J	Lot Type Classification Map
Exhibit K	Notice of PID Assessment Termination
Exhibit L	Buyer Disclosures

LIST OF APPENDICIES

Appendix A Engineer's Report

EXHIBIT A – DISTRICT/MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

361.943 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 361.943 ACRES (APPROXIMATELY 15,766,246 SQ. FT.) IN THE CHARLES H. DELANEY SURVEY NO.11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 362.01 ACRE TRACT CONVEYED TO GVM III, LLC IN A SPECIAL WARRANTY DEED DATED JANUARY 30, 2019 AND RECORDED IN DOCUMENT NO. 2019009671 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 361.943 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of Ronald Reagan Boulevard (right-of-way width varies) as described in Document No. 2006073735 of the Official Public Records of Williamson County, Texas, being the southernmost southeast corner of the said 362.01 acre tract, being also the southwest corner of Lot 5, Block F, Wade Crossing Phase 1, a subdivision recorded in Cabinet T, Slide 61 of the Plat Records of Williamson County, Texas;

THENCE with the north right-of-way line of Ronald Reagan Boulevard and the south line of the said 362.01 acre tract, the following thirteen (13) courses and distances:

1. South 64°21'56" West, a distance of 61.85 feet to a 1/2" rebar with "RPLS 5784" cap found;
2. With a curve to the left, having a radius of 8650.00 feet, a delta angle of 04°26'04", an arc length of 669.48 feet, and a chord which bears South 62°20'34" West, a distance of 669.31 feet to a 1/2" rebar with "PBSJ" cap found;
3. North 30°06'18" West, a distance of 9.99 feet to a 1/2" rebar with "PBSJ" cap found;
4. With a curve to the left, having a radius of 8670.00 feet, a delta angle of 01°28'05", an arc length of 222.14 feet, and a chord which bears South 59°23'20" West, a distance of 222.14 feet to a 1/2" rebar with "RPLS 5784" cap found;
5. South 58°39'00" West, a distance of 254.37 feet to a 1/2" rebar with "PBSJ" cap found;

6. North 31°40'32" West, a distance of 9.94 feet to a 1/2" rebar with "PBSJ" cap found;

7. South 58°39'01" West, a distance of 1518.07 feet to a 1/2" rebar with "PBSJ" cap found;

8. South 31°34'30" East, a distance of 20.03 feet to a 1/2" rebar with "PBSJ" cap found;

9. South 58°39'20" West, a distance of 1706.47 feet to a 1/2" rebar with "PBSJ" cap found;

10. North 32°01'03" West, a distance of 9.97 feet to a 1/2" rebar with "PBSJ" cap found;

11. South 58°40'41" West, a distance of 382.01 feet to a 1/2" rebar with "PBSJ" cap found;

12. South 31°19'19" East, a distance of 10.14 feet a cotton spindle "Early Boundary" washer set;

13. South 58°40'41" West, a distance of 42.16 feet to a 1/2" rebar with "PBSJ" cap found for the southwest corner of said 362.01 acre tract, being the southeast corner of a 523.521 acre tract described in Document No. 2022010857 of the Official Public Records of Williamson County, Texas;

THENCE with the west line of said 362.01 acre tract and the east line of said 523.521 acre tract, the following six (6) courses and distances:

1. North 20°51'09" West, a distance of 1031.61 feet to a 1/2" rebar found in the west side of a live oak tree;

2. North 27°20'27" West, a distance of 238.87 feet to a 1/2" rebar with illegible cap found;

3. North 20°43'00" West, a distance of 451.23 feet to a 1/2" rebar with illegible cap found;

4. North 20°44'15" West, a distance of 766.10 feet to a 1/2" rebar with illegible cap found;

5. North 64°38'15" East, a distance of 15.94 feet to 1/2" rebar found;

6. North 21°03'54" West, a distance of 2128.29 feet to a 1/2" rebar with "RPLS 5784" cap found for the northwest corner of said 362.01 acre tract;

THENCE North 68°43'41" East, with the north line of the 362.01 acre tract and the south line of the 523.521 acre tract, passing a 1/2" rebar with "Bury" cap found at a distance of 729.11 feet and continuing for a total distance of 3065.64 feet to a 1/2" rebar found in the southwest right-of-way line of County Road 248, being the northeast corner of the said 362.01 acre tract, being the easternmost corner of the said 523.521 acre tract;

THENCE with the west right-of-way line of County Road 248 and the east line of the said 362.01 acre tract, the following five (5) courses and distances:

1. South 64°44'40" East, a distance of 923.60 feet to a 1/2" rebar found;
2. South 40°32'58" East, a distance of 91.06 feet to a 1/2" rebar found;
3. South 15°30'30" East, a distance of 728.47 feet to a 6" x 6" square metal fence post;
4. South 38°36'41" East, a distance of 440.03 feet to a 1/2" rebar found;
5. South 60°43'49" East, a distance of 359.07 feet to a 1/2" rebar in concrete found for a southeast corner of the said 362.01 acre tract, being an angle point in the north line of Lot 36, Block F, of said Wade Crossing Phase 1, from which a 1/2" rebar found for angle point in the south right-of-way line of County Road 248, being the northeast corner of Lot 36, bears North 14°44'57" East, a distance of 21.45 feet;

THENCE with the common line of the said 362.01 acre tract, said Wade Crossing Phase 1 and Wade Crossing Phase II, a subdivision recorded in Cabinet V, Slide 227 of the Plat Records of Williamson County, Texas, the following ten (10) courses and distances:

1. South 68°42'08" West, a distance of 700.14 feet to a 1/2" rebar with "Diamond" cap found for the northwest corner of said Lot 36, Block F, of said Wade Crossing Phase 1;
2. South 21°17'04" East, a distance of 160.18 feet to a 1/2" rebar found for the southwest corner of said Lot 36, being the northwest corner of Lot 32, Block F, of said Wade Crossing Phase II;
3. South 21°02'35" East, a distance of 157.37 feet to a 1/2" rebar with illegible cap found for the northwest corner of Lot 31, Block F, of said Wade Crossing Phase II;
4. South 21°13'20" East, a distance of 231.14 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 31, being the northwest corner of Lot 30, Block F, of said of said Wade Crossing Phase II;

5. South 21°10'18" East, a distance of 244.21 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 30, being the northwest corner of Lot 29, Block F, of said Wade Crossing Phase II;

6. South 21°13'23" East, a distance of 296.63 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 29;

7. South 21°15'05" East, a distance of 130.36 feet to a mag nail in concrete found for the southwest corner of Lot 28, Block F, of said Wade Crossing Phase II, from which a 1/2" rebar found, bears North 13°10'21" East, a distance of 0.72 feet;

8. North 69°15'03" East, a distance of 249.83 feet to a 1/2" rebar with illegible cap found for the southeast corner of said Lot 28, being the southwest corner of Lot 27, Block F, of said Wade Crossing Phase II;

9. North 69°12'00" East, a distance of 1231.49 feet to a 1/2" rebar found for the southeast corner of Lot 9, Block F, of said Wade Crossing Phase II;

10. South 17°40'36" East, a distance of 407.67 feet to the **POINT OF BEGINNING**, containing an area of 361.943 acres, more or less.

Surveyed on the ground on March 30, 2023

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE

3/31/23

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

STATE OF TEXAS
JOE BEN EARLY JR
6016
REGISTERED
LAND SURVEYOR

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

112.041 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 112.041 ACRES (APPROXIMATELY 4,880,523 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 112.041 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the south line of said 113.5 acre tract, same being the south line of said Lot 5, being also in the north line of a 50 acre tract described in Volume 353, Page 94 of the Deed Records of Williamson County, Texas;

THENCE South 69°10'58" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said 50 acre tract, a distance of 374.52 feet to a 1/2" rebar with "Steger Bizzell" cap found for the northernmost northeast corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas;

THENCE South 69°08'50" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, a distance of 1407.11 feet to a 1/2" rebar found;

THENCE South 69°20'01" West, continuing with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, passing

at a distance of 1659.17 feet a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of said Lot 1, also being the northeast corner of a 1.43 acre right-of-way dedication shown on said G.I.S.D. West Side subdivision, passing at an additional distance of 23.47 feet a 1/2" rebar with "Steger Bizzell" cap found for the northwest corner of said 1.43 acre right-of-way dedication and continuing, in all, a total distance of 1730.44 feet to a calculated point in the center of the existing pavement of County Road 248;

THENCE with the centerline of the existing pavement of County Road 248, as approximated by the following courses and distances:

1. North 65°57'11" West, a distance of 456.27 feet to a calculated point;
2. North 67°52'24" West, a distance of 1147.05 feet to a calculated point;
3. North 60°21'36" West, a distance of 78.43 feet to a calculated point for the northwest corner of said 113.5 acre tract, being in the north line of said Lot 5;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, a distance of 45.32 feet to a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, also being the southwest corner of Block B of said West Ridge Subdivision Section One;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, and the south line of said Block B, West Ridge Subdivision Section One, and Block B, West Ridge Subdivision Section Two, a subdivision of record in Cabinet Q, Slide 82, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Three, a subdivision of record in Cabinet Q, Slide 84, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Four, a subdivision of record in Cabinet Q, Slide 311, of the Plat Records of Williamson County, Texas, a distance of 4632.80 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, being the southwest corner of a 20' right-of-way dedication shown on said West Ridge Subdivision Section Four;

THENCE North 68°39'29" East, with the right-of-way line of Ranch Road 2338 and the north line of said 113.5 acre tract, same being the north line of said Lot 5, passing at a distance of 18.99 feet to 1/2" rebar found, and continuing, in all, a total distance of 20.00 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, from which:

- a concrete highway monument found for a point of tangency in the west right-of way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 1814.24 feet,

- a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 63.67 feet, and North 67°45'34" East, a distance of 80.00 feet;

THENCE crossing said 113.5 acre tract with the west right-of-way line of Ranch Road 2338, the following courses and distances:

1. South 22°14'26" East, a distance of 962.43 feet to a calculated point for a point of curvature, from which a disturbed concrete highway monument found, bears South 67°45'34" West, a distance of 1.30 feet;

2. With a curve to the right, having a radius of 11419.16 feet, a delta angle of 01°14'47", an arc length of 248.41 feet, and a chord which bears South 21°33'43" East, a distance of 248.40 feet to the **POINT OF BEGINNING**, containing an area of 112.271 acres, for a net acreage of 112.041 acres of land, more or less, *of which approximately 1.375 acres lies between the fence and the center of the existing pavement of County Road 248.*

SAVE AND EXCEPT TRACT

A DESCRIPTION OF 10,000 SQ. FT. IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10,000 SQ. FT. MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, being the southwest corner of Lot 4, Block B of the said West Ridge Subdivision Section One, being also in the north line of the said 113.5 acre tract;

THENCE South 67°22'36" East, crossing the said 113.5 acre tract, a distance of 1307.76 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found for **THE POINT OF BEGINNING**, being the apparent west corner of the said 10,000 sq. ft. tract;

- a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 63.67 feet, and North 67°45'34" East, a distance of 80.00 feet;

THENCE crossing said 113.5 acre tract with the west right-of-way line of Ranch Road 2338, the following courses and distances:

1. South 22°14'26" East, a distance of 962.43 feet to a calculated point for a point of curvature, from which a disturbed concrete highway monument found, bears South 67°45'34" West, a distance of 1.30 feet;

2. With a curve to the right, having a radius of 11419.16 feet, a delta angle of 01°14'47", an arc length of 248.41 feet, and a chord which bears South 21°33'43" East, a distance of 248.40 feet to the **POINT OF BEGINNING**, containing an area of 112.271 acres, for a net acreage of 112.041 acres of land, more or less, *of which approximately 1.375 acres lies between the fence and the center of the existing pavement of County Road 248.*

SAVE AND EXCEPT TRACT

A DESCRIPTION OF 10,000 SQ. FT. IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10,000 SQ. FT. MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, being the southwest corner of Lot 4, Block B of the said West Ridge Subdivision Section One, being also in the north line of the said 113.5 acre tract;

THENCE South 67°22'36" East, crossing the said 113.5 acre tract, a distance of 1307.76 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found for **THE POINT OF BEGINNING**, being the apparent west corner of the said 10,000 sq. ft. tract;

THENCE continuing across the said 113.5 acre tract with the apparent perimeter of the said 10,000 sq. ft. tract, the following courses and distances:

1. North 22°37'24" East, a distance of 100.00 feet to a calculated point;
2. South 67°22'36" East, a distance of 100.00 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found;
3. South 22°37'24" West, a distance of 100.00 feet to a calculated point, from which a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, being the northeast corner of a 1.43 acre right-of-way dedication shown on the said G.I.S.D. West Side subdivision, also being in the south line of the said 113.5 acre tract bears, South 68°38'13" East, a distance of 292.54 feet;
4. North 67°22'36" West, a distance of 100.00 feet the **POINT OF BEGINNING**, containing 10,000 sq. ft., more or less.

Surveyed on the ground on December 30, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE-125 AC

01/02/2025
Date

John L. Briley
Registered Professional Land Surveyor
State of Texas No. 7070

STATE OF TEXAS
REGISTERED
JOHN L. BRILEY
7070
PROFESSIONAL
LAND SURVEYOR

GISD Property
[See next 8 pages]

BEING 98.38 acres of land, situated in the Charles H. Delaney Survey, Abstract No. 181, in Williamson County, Texas, said land being a portion of that certain tract of land, called 132.42 acres, as conveyed to Willrae Partners I, Ltd. by deed recorded as Document No. 2004067447 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of December, 2005, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the west line of Farm to Market Highway No. 2338, marking the most easterly Northeast corner of the above-referenced Willrae Partners I, Ltd. tract, being the occupied Southeast corner of that certain tract of land, called 50 acres, as conveyed to Emzie Lee Fisher and wife, Elzora Fisher, by deed as recorded in Volume 353, Page 94, of the Deed Records of Williamson County, Texas, for the most easterly Northeast corner hereof;

THENCE, along the said west line of F.M. Highway No. 2338, being an easterly line of the said Willrae Partners I, Ltd. tract, S 20° 59' 45" E, 140.01 feet to an iron pin set for the most northerly Southeast corner hereof;

THENCE, S 69° 36' 15" W, 565.00 feet to an iron pin set for an interior corner hereof;

THENCE, S 24° 18' 15" W, 260.32 feet to an iron pin set for an interior corner hereof;

THENCE, S 20° 59' 45" E, 815.00 feet to an iron pin set; and S 25° 10' 15" E, 944.38 feet to an iron pin set on the north line of County Road No. 248, being the south line of the said Willrae Partners I, Ltd. tract, for the most southerly Southeast corner hereof;

THENCE, along the north and east line of County Road No. 248, being the south and west line of the said Willrae Partners I, Ltd. tract, as follows; N 86° 19' 30" W, 26.23 feet to an iron pin found; N 82° 15' 30" W, 120.16 feet to an iron pin found; N 69° 37' 30" W, 134.82 feet, to an iron pin found; N 65° 08' W, 230.89 feet to an iron pin found; N 68° 34' W, 207.37 feet to an iron pin found at a 10" Hackberry; N 72° 09' 30" W, 270.16 feet to an iron pin found at an 8" Hackberry; N 82° 40' 45" W, 414.51 feet to an iron pin found; N 87° 18' 30" W, 789.19 feet to an iron pin found at a 4" Live Oak; N 77° 36' W, 53.97 feet to an iron pin found; N 63° 23' 15" W, 279.77 feet to an iron pin found; N 51° 54' 15" W, 77.46 feet to an iron pin found; N 38° 08' 30" W, 259.64 feet to an iron pin found at an 8" Live Oak; N 31° 52' 15" W, 64.78 feet to an iron pin found; N 19° 53' W, 223.39 feet to an iron pin found; N 12° 48' 45" W, 198.09 feet to an iron pin found at an 8" Live Oak; N 15° 03' 15" W, 314.92 feet to an iron pin found; N 33° 51' 15" W, 73.71 feet to an iron pin found; N 44° 52' W, 48.30 feet to an iron pin found; N 57° 54' 30" W, 66.91 feet to an iron pin found; N 64° 39' W, 447.55 feet to an iron pin found and N 65° 09' W, 371.07 feet to an iron pin found for the Northwest corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of that certain tract of land, called 113.50 acres, as conveyed to Emzie Lee Fisher by deed as recorded in Volume 756, Page 287, of the Deed Records of Williamson County, Texas, for the Northwest corner hereof;

Page 1 of 8

THENCE, along the south line of the said 113.50 acre Fisher tract, N 69° 20' E, 1,682.59 feet to an iron pin found marking the most northerly Northeast corner of the said Willrae Partners I, Ltd. tract, for the most northerly Northeast corner hereof;

THENCE, with a fence, along an easterly line of the said Willrae Partners I, Ltd. tract, being the west line of the said 50 acre Fisher tract, as follows; S 14° 54' 15" E, 295.09 feet to a 40d nail found; S 14° 07' 45" E, 185.57 feet to a 40d nail found at a railroad tie post; S 18° 39' 15" E, 80.97 feet to a 40d nail found; S 20° 00' 45" E, 64.09 feet to a 40d nail found; S 21° 35' 45" E, 106.19 feet to a 40d nail found at a 32" Live Oak; S 20° 29' E, 280.39 feet to a 40d nail found and S 20° 59' 45" E, 141.06 feet to an iron pin found marking an interior corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of the said 50 acre Fisher tract, for an interior corner hereof;

THENCE, N 69° 36' 15" E, 1,841.06 feet to the Place of BEGINNING and containing 98.38 acres of land.

Page 2 of 8

DESCRIPTION OF 1.63 ACRES OF LAND

DESCRIPTION OF A 1.63 ACRE TRACT OF LAND LOCATED IN THE CHARLES H. DULANEY SURVEY NO. 2, ABSTRACT NO. 181, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 34.124 ACRE TRACT OF LAND CONVEYED TO TROOP DURGIN WRIGHT PROPERTIES, LP, BY WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 2016000533, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPR), SAID 1.63 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND IN JANUARY, 2023, UNDER THE DIRECT SUPERVISION OF PATRICK J. STEVENS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron set with cap stamped "STEGER BIZZELL" set in the east boundary line of said 34.124 acre tract, and in the west right of way of Ranch Road 2338, a right of way of variable width of record in Volume 416, Page 60, of the deed records of Williamson County, Texas (DR), for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with cap stamped "PBS&J" found in the west line of said Ranch Road 2338 for an easterly corner of said 34.124 acre tract lies South 20°59'34" East, a distance of 158.26 feet;

THENCE, over and across said 34.124 acre tract, North 66°02'25" West, a distance of 35.33 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and South 69°58'39" West, a distance of 724.89 feet to a cotton spindle set with washer stamped "STEGER BIZZELL" in the east boundary line of that certain called 98.38 acre tract of land conveyed to Georgetown Independent School District by Warranty Deed of record in Document Number 2006075903, OPR, for the southwest corner of the herein described tract, from which a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract for a westerly corner of said 34.124 acre tract lies South 20°59'38" East, a distance of 149.72 feet;

THENCE, North 20°59'38" West, a distance of 94.01 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract and in the west line of said 34.124 acre tract for the northwest corner of the herein described tract;

THENCE, over and across said 34.124 acre tract, North 69°58'39" East, a distance of 724.90 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and North 24°05'34" East, a distance of 35.30 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 34.124 acre tract, and in the west line of said Ranch Road 2338, for the northeast corner of the herein described tract;

THENCE, with the east line of said 34.124 acre tract, same being the west line of said Ranch Road 2338, South 20°59'34" East, a distance of 143.90 feet to the **POINT OF BEGINNING,** and containing 1.63 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are grid values represented in U.S. Survey Feet.

Page 3 of 8

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a sketch of the subject tract.

I certify that this description was prepared from an on the ground survey made in January, 2023, by me or under my supervision.

Steger & Bizzell Engineering Inc.

2-3-23

Patrick J. Stevens, RPLS
Texas Reg. No. 5784
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

P:\22000-22999\22923 GISD Troop 1_74ac\Survey Data\Descriptions\22923-GISD TROOP ROW-GRID.docx

Page 4 of 8

DESCRIPTION OF

DESCRIPTION OF A 38.53 ACRE TRACT OF LAND LOCATED IN THE C.H. DILANEY SURVEY, ABSTRACT 181, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 50 ACRE TRACT OF LAND CONVEYED TO EMZIE LEE FISHER, ET UX, BY WARRANTY DEED OF RECORD IN VOLUME 354, PAGE 94, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 38.53 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found on the west right-of-way line of RM 2338, also known as Williams Drive, an 80.00 foot wide roadway, as dedicated in Volume 416, Page 60, said Deed Records, at its intersection with the south line of said 50 acre tract of land, for the eastern most northeast corner of that certain 98.38 acre tract of land conveyed to the Georgetown Independent School District by Warranty Deed of record in Document No. 2006075903, of the Official Public Records of Williamson County, Texas, from which point a 1/2 inch iron rod with cap stamped "5784" found on said west right-of-way line of RM 2338, for the eastern most southeast corner of said 98.38 ac tract of land, same point being the northeast corner of that certain 34.124 acre tract of land conveyed to Troop Durgin Wright Properties, LP, by Special Warranty Deed of record in Document No. 2016000533, said Official Public Records bears South 21°01'00" East, with said right-of-way, a distance of 139.94 feet;

THENCE, South 69°36'44" West, with said south line of the 50 acre tract, same line being a north line of said 98.38 acre tract, a distance of 374.52 feet to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, South 69°36'44" West, continuing with the common line of the 50 acre tract and the 98.38 acre tract, a distance of 1466.64 feet, to a 1/2 inch iron rod found for the southwest corner of said 50 acre tract, same point being an interior corner of said 98.38 acre tract of land, and for the southwest corner of the herein described tract;

THENCE, with the west line of said 50 acre tract, same line being an east line of said 98.38 acre tract, the following seven (7) courses and distances:

1. North 20°59'16" West, a distance of 141.06 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
2. North 20°29'49" West, a distance of 280.19 feet to a 40d nail in a fence post found;
3. North 21°33'45" West, a distance of 106.02 feet, to a 40d nail in a fence post found;
4. North 20°04'23" West, a distance of 64.17 feet, to a 40d nail in a fence post found;

Page 5 of 8

5. North 18°37'34" West, a distance of 80.98 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
6. North 14°06'04" West, a distance of 185.59 feet, to a 40d nail in a fence post found;
7. North 14°53'55" West, a distance of 295.09 feet, to a 1/2 inch iron rod found on the south line of that certain 113.5 acre tract of land conveyed to Emzie Lee Fisher by deed of record in Volume 756, Page 287, said Deed Records, for the northwest corner of said 50 acre tract, same point being the northern most northeast corner of said 98.38 acre tract of land, and for the northwest corner of the herein described tract;

THENCE, North 69°09'19" East, with the north line of said 50 acre tract, same line being said south line of the 113.5 acre tract of land, a distance of 1407.10 feet, to a /2 inch iron rod with cap stamped "STEGER BIZZELL" set for the northeast corner of the herein described tract, from which point a Texas Department of Transportation concrete monument with brass disc (TxDOT Type II) found on said west right-of-way line of RM 2338, bears North 69°09'19" East, a distance of 374.50 feet;

THENCE, South 20°59'55" East, severing said 50 acre tract, a distance of 1161.85 feet, to the **POINT OF BEGINNING**, and containing 38.53 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00015.

The forgoing metes and bounds description and survey on which it is based is accompanied by and a part of survey map of the subject tract.

I certify that this description was prepared from a survey made on the ground in/on June and July 2017, under my supervision.

Steger & Bizzell Engineering Inc.

07/05/17

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

P:\22000-22999\22534 GISD_Fisher\Survey Data\Descriptions\22534-m&b-GISD Fisher Tract.docx

1979 S. Austin Ave
Georgetown, TX 78626

Page 6 of 8

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

10.001 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 10.001 ACRES (APPROXIMATELY 435,639 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 50 ACRE TRACT CONVEYED TO EMZIE AND ELZORA FISHER IN A WARRANTY DEED DATED NOVEMBER 5, 1948 AND RECORDED IN VOLUME 353, PAGE 94 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.001 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the north line of said 50 acre tract, also being in the south line of a 113.5 acre tract described in Volume 756, Page 287 of the Deed Records of Williamson County, Texas, same being the south line of Lot 5 of M.C. Hamilton's Subdivision, a subdivision of record in Volume 27, Page 137 of the Deed Records of Williamson County, Texas, from which a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 69°31'35" East, a distance of 80.00 feet;

THENCE South 20°59'36" East, with the west right-of-way line of Ranch Road 2338, crossing said 50 acre tract, a distance of 1164.60 feet to a 1/2" rebar with "Early Boundary" cap set for an angle point in the west right-of-way line of Ranch Road 2338, being in the south line of said 50 acre tract, being the northeast corner of a 3,848 sq. ft. right-of-way dedication shown on the G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with "Steger Bizzell" cap found for the southeast corner of said 3,848 sq. ft. right-of-way dedication, bears South 20°59'36" East, a distance of 139.94 feet;

THENCE South 69°37'24" West, with the right-of-way line of Ranch Road 2338, same being the north line of said 3,848 sq. ft. right-of-way dedication, also being the south line of said 50 acre tract, a distance of 27.50 feet to a 1/2" rebar with "Early Boundary" cap set for the easternmost northeast corner of Lot 1, Block A of said G.I.S.D. West Side, being the northwest corner of said 3,848 sq. ft. right-of-way dedication;

Page 7 of 8

THENCE South 69°37'24" West, with the south line of said 50 acre tract and a north line of said Lot 1, a distance of 347.07 feet to a 1/2" rebar with "Steger Bizzell" cap found for an interior corner of said Lot 1;

THENCE North 20°59'31" West, crossing said 50 acre tract with an east line of said Lot 1, a distance of 1161.72 feet to a 1/2" rebar with "Steger Bizzell" cap found in the north line of said 50 acre tract, being the northernmost northeast corner of said Lot 1, being also in the south line of said 113.5 acre tract, same being the south line of said Lot 5;

THENCE North 69°10'58" East, with the north line of said 50 acre tract, and the south line of said 113.5 acre tract, same being the south line of said Lot 5, a distance of 374.52 feet to the **POINT OF BEGINNING**, containing an area of 10.001 acres, more or less.

Surveyed on the ground on August 28, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-125AC

08-30-24

John L. Briley Date
Registered Professional Land Surveyor
State of Texas No. 7070

STATE OF TEXAS
REGISTERED
JOHN L. BRILEY
7070
PROFESSIONAL
LAND SURVEYOR

EXHIBIT B – DISTRICT/MAJOR IMPROVEMENT AREA BOUNDARY MAP

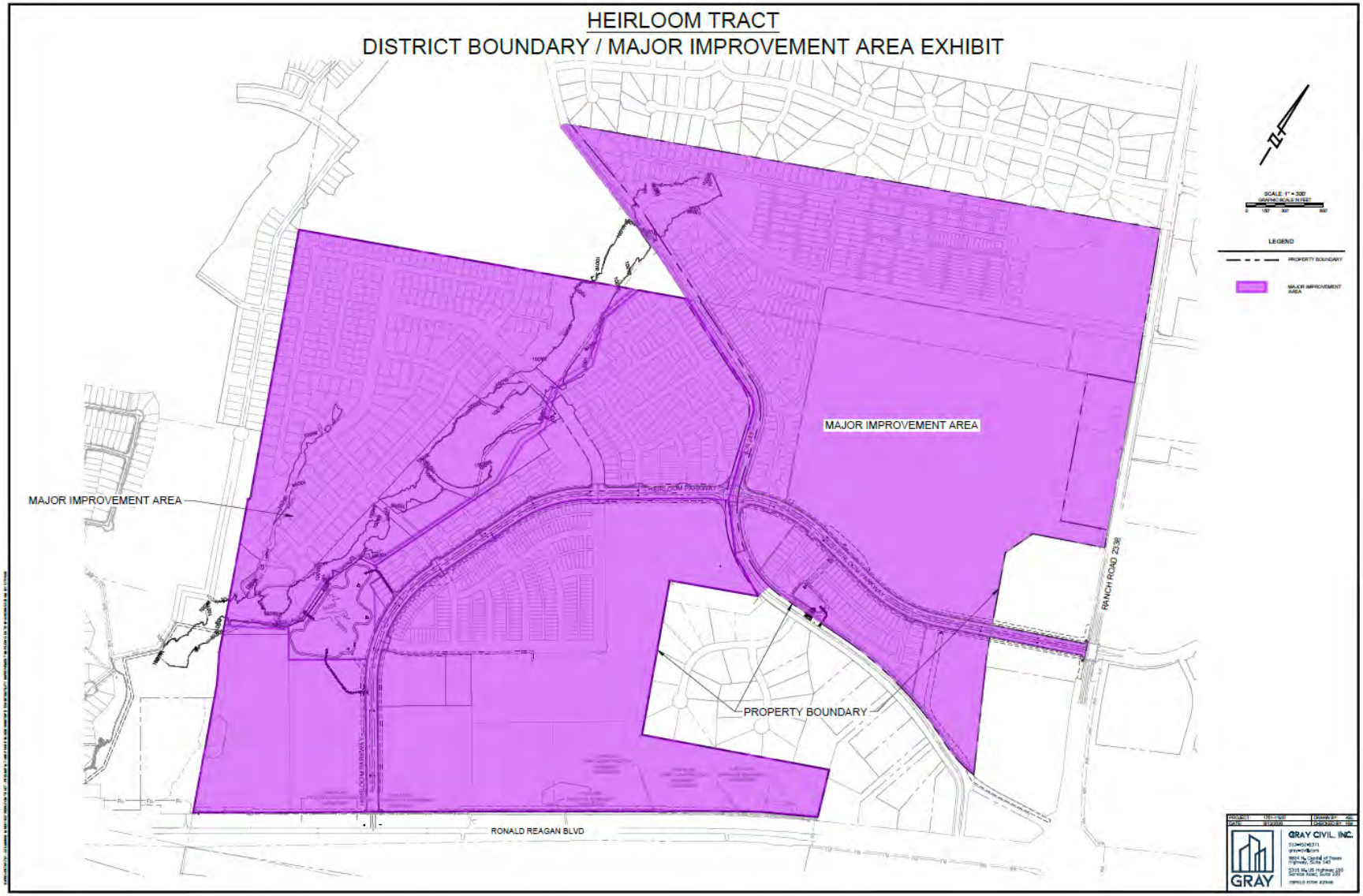


EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs[a]	Non-Assessed Property		Major Improvement Area	
		%	Cost	%	Cost
Major Improvement Area Improvements [b]					
Streets	$ 5,740,904	9.00%	$ 516,681.32	91.00%	$ 5,224,222
Water	$ 1,168,742	9.00%	105,187	91.00%	1,063,555
Wastewater	$ 1,385,791	9.00%	124,721	91.00%	1,261,070
Drainage	$ 2,060,233	9.00%	185,421	91.00%	1,874,812
Parkland	$ 2,000,000	9.00%	180,000	91.00%	1,820,000
Soft Costs[c]	$ 1,795,227	9.00%	134,570	91.00%	1,660,656
Contingency	1,698,108	9.00%	149,590	91.00%	1,548,518
	$ 15,849,004		$ 1,396,170		$ 14,452,834
Bond Issuance Costs [e]					
Debt Service Reserve Fund	$ 1,869,193		$ -		$ 1,869,193
Capitalized Interest	2,707,208		-		2,707,208
Underwriter Discount[f]	626,850		-		626,850
Cost of Issuance	1,254,238		-		1,254,238
	$ 6,457,489		$ -		$ 6,457,489
Other Costs [e]					
Deposit to Administrative Fund	$ 40,000		$ -		$ 40,000
	$ 40,000		$ -		$ 40,000
Total	**$ 22,346,493**		**$ 1,396,170**		**$ 20,950,323**

Footnotes:

[a] Per Engineer's Report dated August 2026.
[b] The Major Improvements are allocated between Non-Assessed ISD Site and the Major Improvement Area based on the total LUEs.
[c] Soft costs include engineering, staking, surveying, project management and District Formation Costs.
[d] Not reimburseable to the Developer through Assessments or the issuance of PID Bonds.
[e] Preliminary estimates only and subject to change upon the issuance of PID Bonds.
[f] Includes the fee of counsel to the Underwriter.

EXHIBIT D – SERVICE PLAN – FIVE YEAR PLAN

Major Improvement Area						
Annual Installment Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal		$ -	$ -	$ 386,000.00	$ 413,000.00	$ 443,000.00
Interest		1,296,796.00	1,410,413.00	1,410,412.50	1,384,357.50	1,356,480.00
Capitalized Interest	(1)	(1,296,796.00)	(1,410,413.00)	-	-	-
		$ -	$ -	$ 1,796,412.50	$ 1,797,357.50	$ 1,799,480.00
Additional Interest	(2)	$ -	$ -	$ 104,475.00	$ 102,545.00	$ 100,480.00
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)**	**$ 40,800.00**	**$ 41,616.00**	**$ 1,943,335.82**	**$ 1,943,199.79**	**$ 1,944,123.23**

EXHIBIT E – SERVICE PLAN – SOURCES AND USES

	Major Improvement Area	Non-Assessed Property	Total
Sources of Funds			
Major Improvement Area Bonds	$ 20,895,000	$ -	$ 20,895,000
Developer Contribution[a]	55,323	1,396,170	1,451,493
Total Sources of Funds	**$ 20,950,323**	**$ 1,396,170**	**$ 22,346,493**
Uses of Funds			
Major Improvements	$ 14,452,834	$ 1,396,170	$ 15,849,004
	$ 14,452,834	$ 1,396,170	$ 15,849,004
Bond Issuance Costs [b]			
Debt Service Reserve Fund	$ 1,869,193	$ -	$ 1,869,193
Capitalized Interest	2,707,208	-	2,707,208
Underwriter Discount[c]	626,850	-	626,850
Cost of Issuance	1,254,238	-	1,254,238
	$ 6,457,489	$ -	$ 6,457,489
Other Costs [b]			
Deposit to Administrative Fund	$ 40,000	$ -	$ 40,000
	$ 40,000	$ -	$ 40,000
Total Uses of Funds	**$ 20,950,323**	**$ 1,396,170**	**$ 22,346,493**

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 – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Property ID[a]	Tract	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027[b]
R093976	1	Non-Assessed Property	$ -	$ -
R570140	2	Major Improvement Area Initial Parcel	$ 636,378.53	$ 1,242.61
R570140	3	Major Improvement Area Initial Parcel	$ 768,454.70	$ 1,500.50
R570140	4	Non-Assessed Property	$ -	$ -
R570140	5	Non-Assessed Property	$ -	$ -
R649611	6	Non-Assessed Property	$ -	$ -
R039430	7	Non-Assessed Property	$ -	$ -
R039375	7	Non-Assessed Property	$ -	$ -
R570140	8	Non-Assessed Property	$ -	$ -
R039376	9	Major Improvement Area Initial Parcel	$ 4,168,357.71	$ 8,139.22
R039364	10	Major Improvement Area Initial Parcel	$ 13,456,360.19	$ 26,275.16
R684456	11	Major Improvement Area Initial Parcel	$ 1,865,448.87	$ 3,642.51
Total			**$ 20,895,000.00**	**$ 40,800.00**

Footnotes:

[a] For billing purposes, the Major Improvement Area Annual Installment due 1/31/2027 shall be allocated pro rata based on acreage. Property IDs preliminary and subject to change prior to billing.

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

EXHIBIT G – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment Due[b]
2027	$ -	$ 1,296,796	$ (1,296,796)	$ -	$ 40,800	$ 40,800
2028	$ -	$ 1,410,413	$ (1,410,413)	$ -	$ 41,616	$ 41,616
2029	$ 386,000	$ 1,410,413	$ -	$ 104,475	$ 42,448	$ 1,943,336
2030	$ 413,000	$ 1,384,358	$ -	$ 102,545	$ 43,297	$ 1,943,200
2031	$ 443,000	$ 1,356,480	$ -	$ 100,480	$ 44,163	$ 1,944,123
2032	$ 474,000	$ 1,326,578	$ -	$ 98,265	$ 45,046	$ 1,943,889
2033	$ 507,000	$ 1,294,583	$ -	$ 95,895	$ 45,947	$ 1,943,425
2034	$ 543,000	$ 1,260,360	$ -	$ 93,360	$ 46,866	$ 1,943,586
2035	$ 581,000	$ 1,223,708	$ -	$ 90,645	$ 47,804	$ 1,943,156
2036	$ 623,000	$ 1,184,490	$ -	$ 87,740	$ 48,760	$ 1,943,990
2037	$ 667,000	$ 1,142,438	$ -	$ 84,625	$ 49,735	$ 1,943,797
2038	$ 714,000	$ 1,097,415	$ -	$ 81,290	$ 50,730	$ 1,943,435
2039	$ 765,000	$ 1,049,220	$ -	$ 77,720	$ 51,744	$ 1,943,684
2040	$ 819,000	$ 997,583	$ -	$ 73,895	$ 52,779	$ 1,943,257
2041	$ 878,000	$ 942,300	$ -	$ 69,800	$ 53,835	$ 1,943,935
2042	$ 940,000	$ 883,035	$ -	$ 65,410	$ 54,911	$ 1,943,356
2043	$ 1,007,000	$ 819,585	$ -	$ 60,710	$ 56,010	$ 1,943,305
2044	$ 1,079,000	$ 751,613	$ -	$ 55,675	$ 57,130	$ 1,943,417
2045	$ 1,156,000	$ 678,780	$ -	$ 50,280	$ 58,272	$ 1,943,332
2046	$ 1,239,000	$ 600,750	$ -	$ 44,500	$ 59,438	$ 1,943,688
2047	$ 1,328,000	$ 517,118	$ -	$ 38,305	$ 60,627	$ 1,944,049
2048	$ 1,423,000	$ 427,478	$ -	$ 31,665	$ 61,839	$ 1,943,982
2049	$ 1,525,000	$ 331,425	$ -	$ 24,550	$ 63,076	$ 1,944,051
2050	$ 1,634,000	$ 228,488	$ -	$ 16,925	$ 64,337	$ 1,943,750
2051	$ 1,751,000	$ 118,193	$ -	$ 8,755	$ 65,624	$ 1,943,572
Total	**$ 20,895,000**	**$ 23,733,594**	**$ (2,707,209)**	**$ 1,557,510**	**$ 1,306,836**	**$ 44,785,731**

Footnotes:

[a] Interest is calculated at a 6.75% 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.

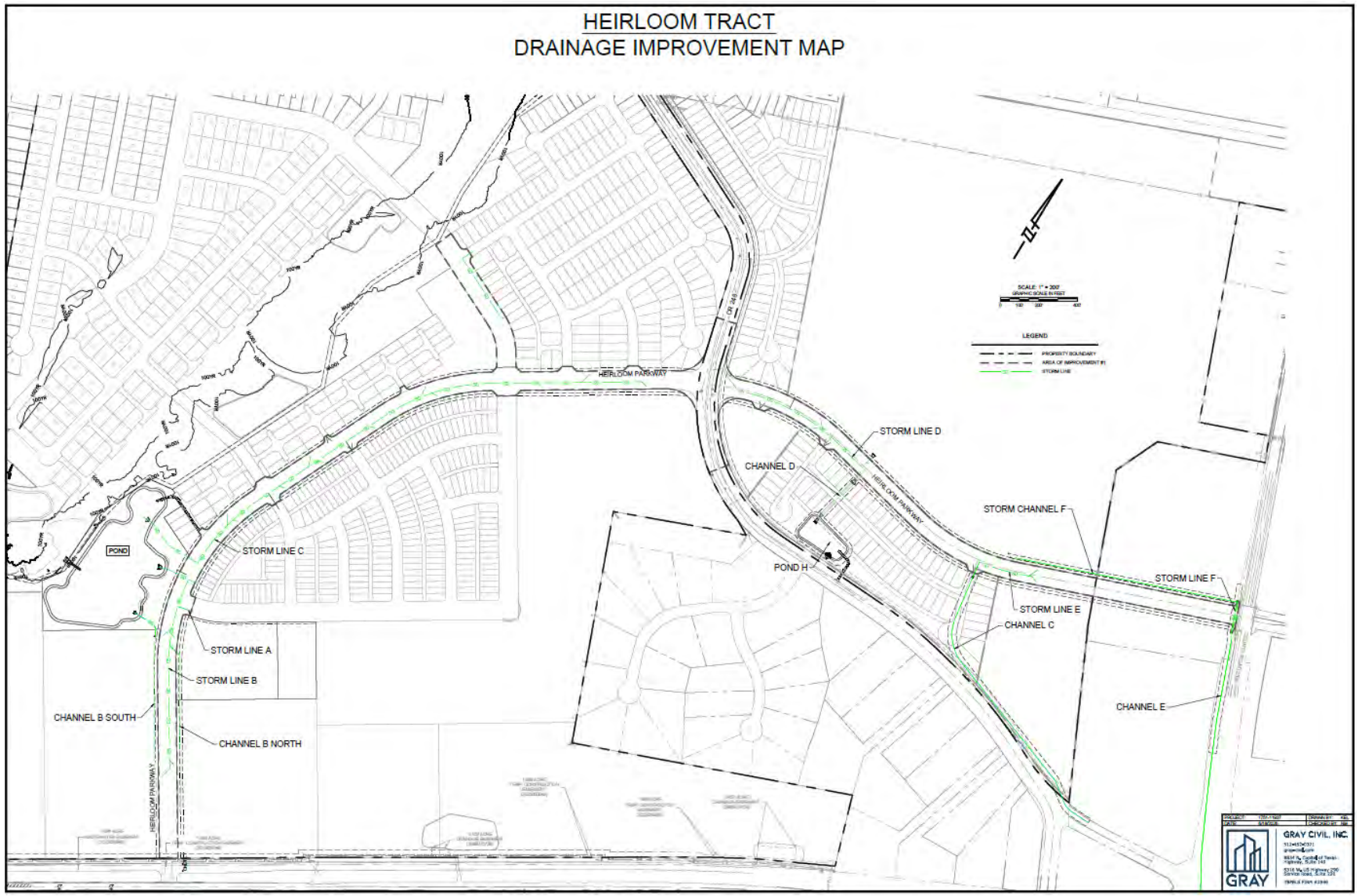
EXHIBIT H – DISTRICT ESTIMATED BUILDOUT VALUE

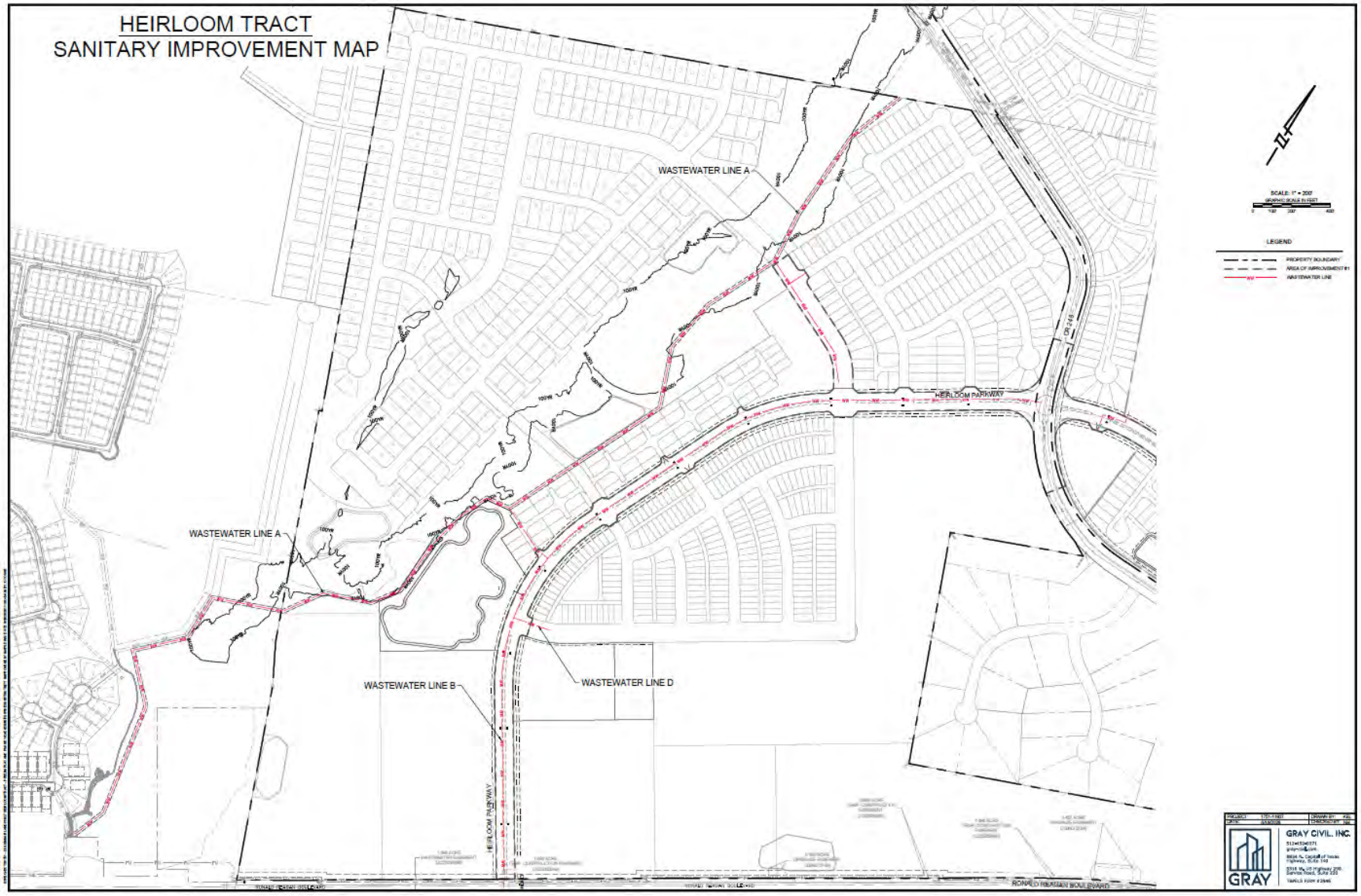
Lot Type	Units/SF[a]	Estimated Buildout Value[a]	
		Per Unit	Total
Major Improvement Area - Future Improvement Areas			
60' East	27	$ 490,000	$ 13,230,000
60' West	300	550,000	165,000,000
45' East	231	445,000	102,795,000
45' West	305	480,000	146,400,000
35' East	50	415,000	20,750,000
35' West	270	435,000	117,450,000
25'	150	385,000	57,750,000
Townhome	100	385,000	38,500,000
Courtyard East	61	425,000	25,925,000
Courtyard West	55	450,000	24,750,000
BTR	100	415,000	41,500,000
Multifamily East	275	250,000	68,750,000
Multifamily West	975	275,000	268,125,000
Commercial	255,000	180	45,900,000
Total			**$ 1,136,825,000**

Footnotes:

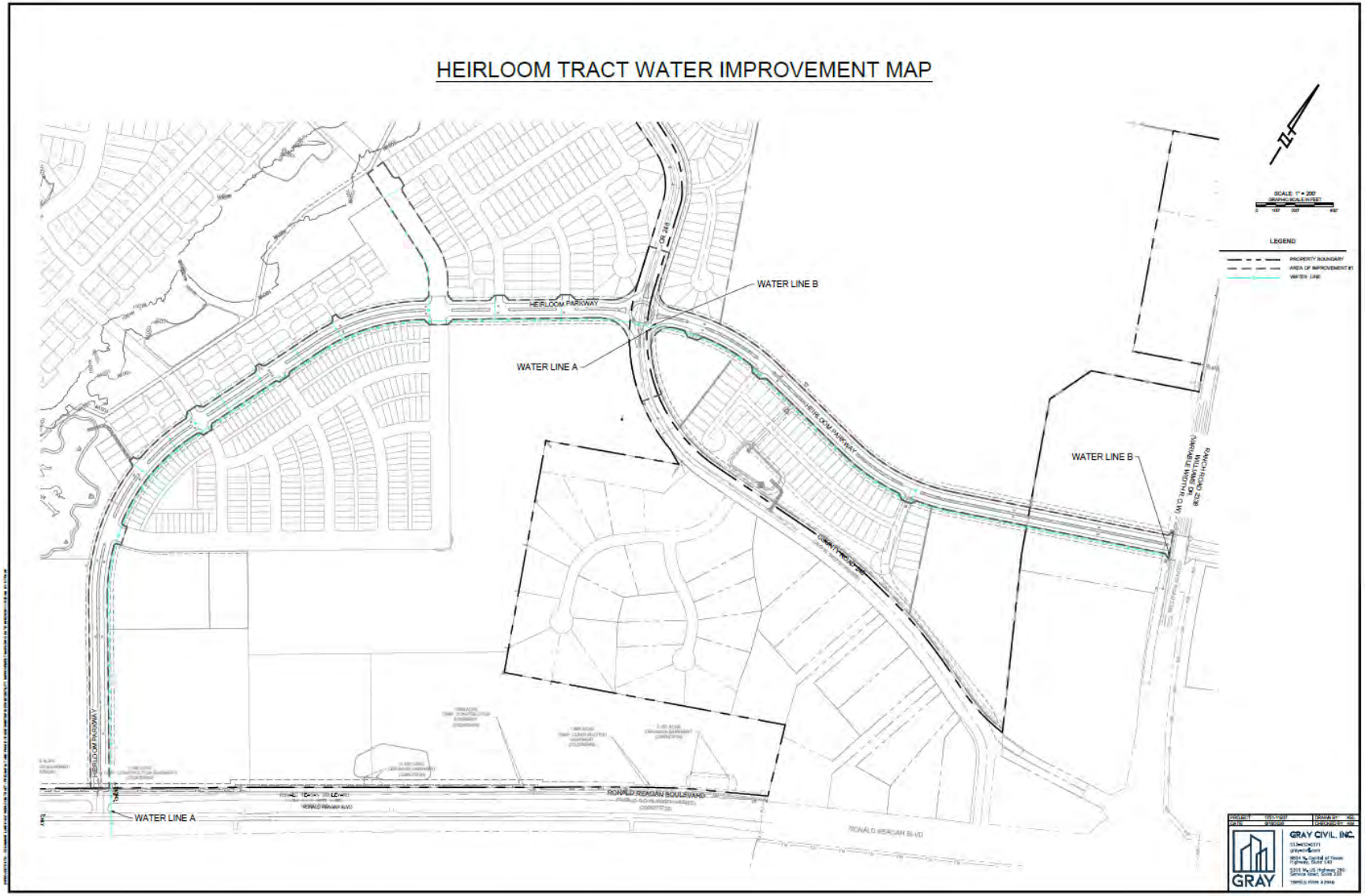
[a] As provided in the Developer model dated 8/5/26.

EXHIBIT I – MAPS OF AUTHORIZED IMPROVEMENTS

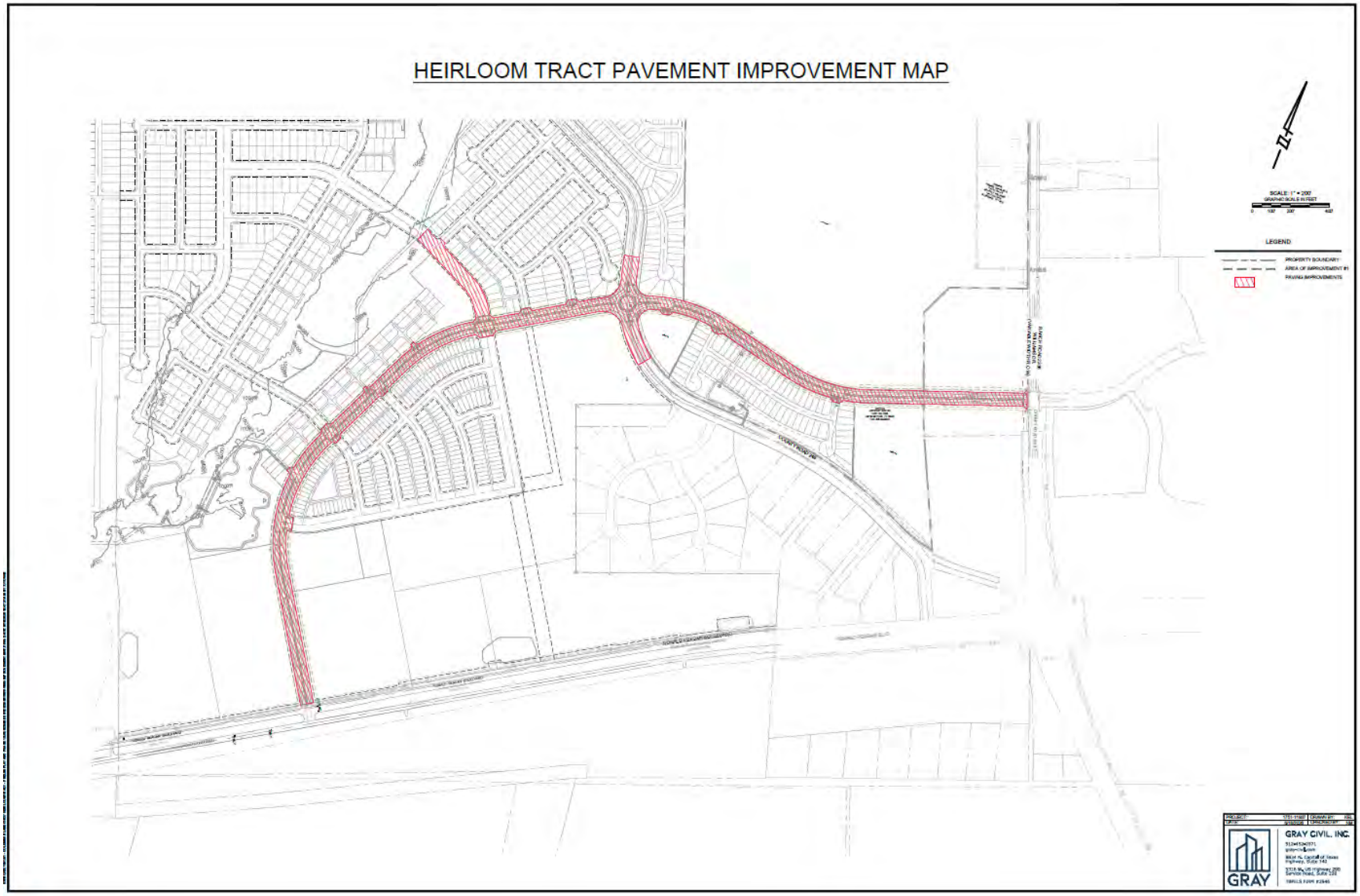



HEIRLOOM TRACT
SANITARY IMPROVEMENT MAP
WASTEWATER LINE A
WASTEWATER LINE A
WASTEWATER LINE B
WASTEWATER LINE D
HEIRLOOM PARKWAY
HEIRLOOM PARKWAY
RONALD REAGAN BOULEVARD
LEGEND
GRAY CIVIL, INC.
GRAY

HEIRLOOM TRACT WATER IMPROVEMENT MAP

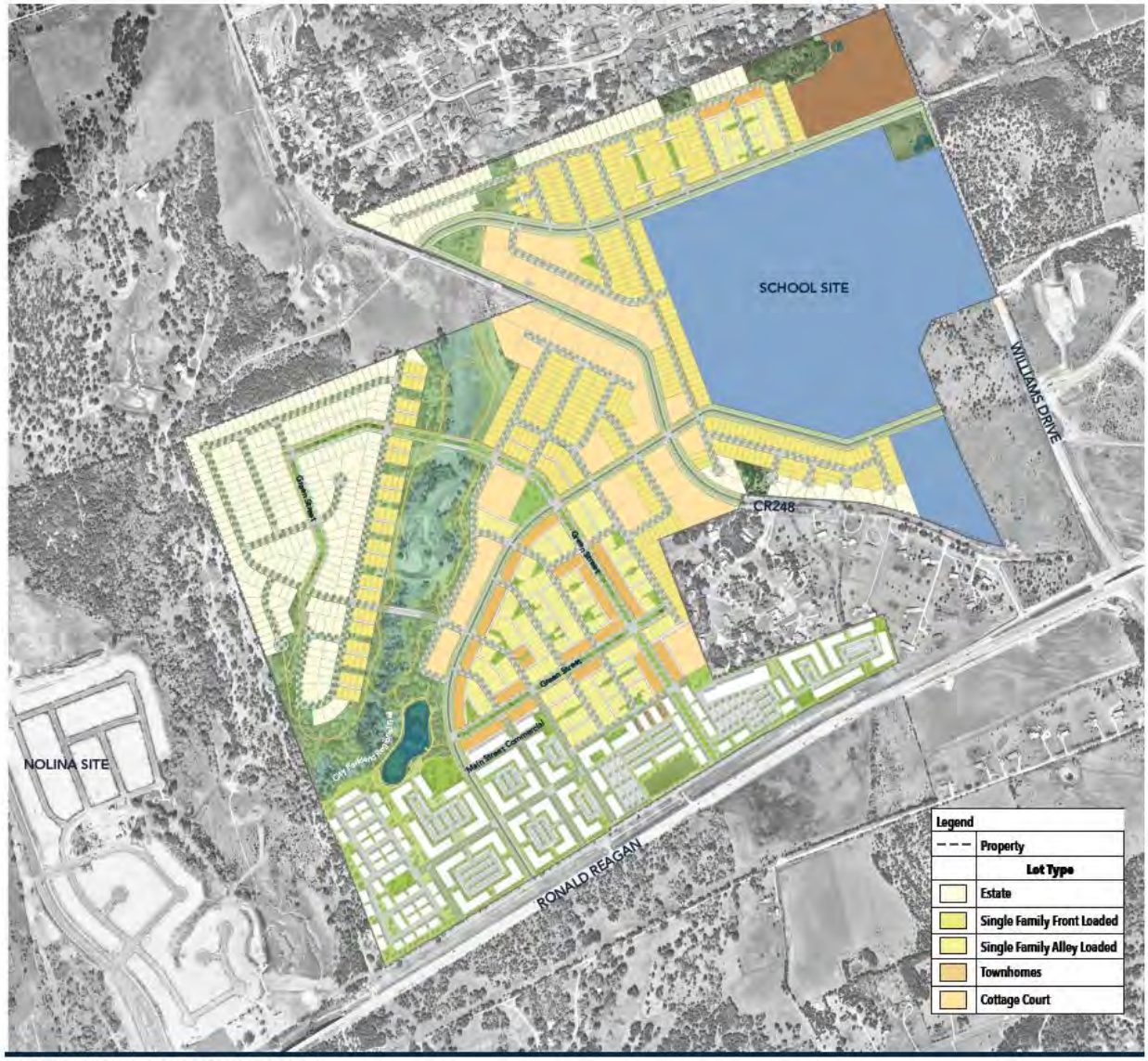


HEIRLOOM TRACT PAVEMENT IMPROVEMENT MAP



HEIRLOOM PARKWAY
PARKLAND 11.2114
PARKLAND/FLOODPLAIN 17.5098
TOTAL 28.7211
LEGEND
PROPERTY BOUNDARY
PHASE BOUNDARY
PROPOSED STREET CENTERLINE
PROPOSED LOT LINE
EXISTING 100-YR FLOODPLAIN, PER GC STUDY
PARKLAND
PARKLAND/FLOODPLAIN
GC TOWN CENTER 4.20 AC
GRAY CIVIL, INC.
GRAY
PHASE 01 PARKLANDS EXHIBIT
HEIRLOOM TRACT WEST PRELIMINARY PLAT WILLIAMSON COUNTY, TX
PROJECT NO: 11907
DESIGNED BY: OAT
DRAWN BY: OAT
CHECKED BY: NM
NOTICE: ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT
FOR REVIEW: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF NICK WARNO NEEDS ON SEPTEMBER 26, 2025. IT IS NOT TO BE USED FOR BIDDING, PERMIT OR CONSTRUCTION
SHEET 01 OF 01
PROJECT NO: 2025-10-PP HEIRLOOM TRACT WEST PRELIM

EXHIBIT J – DISTRICT CONCEPT PLAN



HEIRLOOM MASTER PLAN
CONCEPT ONLY - SUBJECT TO CHANGE
DO NOT REPRODUCE
02.21.2025

200' 400'
0' 800'

LIONHEART

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
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 August 26, 2025, the City Council for the City, approved Resolution No. 082625-5.P, creating the Heirloom Public Improvement District; and

WHEREAS, the Heirloom Public Improvement District consists of approximately 622.525 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 Heirloom 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 – BUYER DISCLOSURES

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

Major Improvement Area

- Major Improvement Area Initial Parcel

HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA INITIAL PARCEL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

MAJOR IMPROVEMENT AREA INITIAL PARCEL PRINCIPAL ASSESSMENT: $20,895,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to City of Georgetown, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heirloom 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. The exact amount of each annual installment will be approved each year by the City of Georgetown, Texas, 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.

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 _____ §

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 _____ §

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 - MAJOR IMPROVEMENT AREA INITIAL PARCEL

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment Due[b]
2027	$ -	$ 1,296,796	$ (1,296,796)	$ -	$ 40,800	$ 40,800
2028	$ -	$ 1,410,413	$ (1,410,413)	$ -	$ 41,616	$ 41,616
2029	$ 386,000	$ 1,410,413	$ -	$ 104,475	$ 42,448	$ 1,943,336
2030	$ 413,000	$ 1,384,358	$ -	$ 102,545	$ 43,297	$ 1,943,200
2031	$ 443,000	$ 1,356,480	$ -	$ 100,480	$ 44,163	$ 1,944,123
2032	$ 474,000	$ 1,326,578	$ -	$ 98,265	$ 45,046	$ 1,943,889
2033	$ 507,000	$ 1,294,583	$ -	$ 95,895	$ 45,947	$ 1,943,425
2034	$ 543,000	$ 1,260,360	$ -	$ 93,360	$ 46,866	$ 1,943,586
2035	$ 581,000	$ 1,223,708	$ -	$ 90,645	$ 47,804	$ 1,943,156
2036	$ 623,000	$ 1,184,490	$ -	$ 87,740	$ 48,760	$ 1,943,990
2037	$ 667,000	$ 1,142,438	$ -	$ 84,625	$ 49,735	$ 1,943,797
2038	$ 714,000	$ 1,097,415	$ -	$ 81,290	$ 50,730	$ 1,943,435
2039	$ 765,000	$ 1,049,220	$ -	$ 77,720	$ 51,744	$ 1,943,684
2040	$ 819,000	$ 997,583	$ -	$ 73,895	$ 52,779	$ 1,943,257
2041	$ 878,000	$ 942,300	$ -	$ 69,800	$ 53,835	$ 1,943,935
2042	$ 940,000	$ 883,035	$ -	$ 65,410	$ 54,911	$ 1,943,356
2043	$ 1,007,000	$ 819,585	$ -	$ 60,710	$ 56,010	$ 1,943,305
2044	$ 1,079,000	$ 751,613	$ -	$ 55,675	$ 57,130	$ 1,943,417
2045	$ 1,156,000	$ 678,780	$ -	$ 50,280	$ 58,272	$ 1,943,332
2046	$ 1,239,000	$ 600,750	$ -	$ 44,500	$ 59,438	$ 1,943,688
2047	$ 1,328,000	$ 517,118	$ -	$ 38,305	$ 60,627	$ 1,944,049
2048	$ 1,423,000	$ 427,478	$ -	$ 31,665	$ 61,839	$ 1,943,982
2049	$ 1,525,000	$ 331,425	$ -	$ 24,550	$ 63,076	$ 1,944,051
2050	$ 1,634,000	$ 228,488	$ -	$ 16,925	$ 64,337	$ 1,943,750
2051	$ 1,751,000	$ 118,193	$ -	$ 8,755	$ 65,624	$ 1,943,572
Total	**$ 20,895,000**	**$ 23,733,594**	**$ (2,707,209)**	**$ 1,557,510**	**$ 1,306,836**	**$ 44,785,731**

Footnotes:

[a] Interest is calculated at a 6.75% 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

[Remainder of page left intentionally blank]

Heirloom Tract

MIA PID

HeirloomTX, LLC.

PID Engineering Report

City of Georgetown, Williamson County, Texas

Gray Civil
TBPE Registration No. F-2946

August 2026

Overview –

The Heirloom Combined Tract (Site) is an approximately 622.528 acre development located within the City of Georgetown in Williamson County. The site is located at the northwest corner of the intersection of Ronald Reagan Boulevard and RM 2338. Zoning on the tract consists of zone RS – Residential Single-Family, MF-2 – High-Density Multifamily, TH – Town Home, and zone C-3 – General Commercial, along with a GISD school site and dedicated parkland. Zoning estimates are based on the land plan provided by the client from the Development Plan approved by the City. The Preliminary Plat for the western tract was submitted on September 8th, 2025 consisting of 935 total lots (879 single-family lots, 51 non-residential lots, 2 commercial lots, and 3 multi-family lots). The Preliminary Plat for the eastern tract will be submitted at the beginning of September 2026.

The development is in the North Fork San Gabriel River watershed and lies within the Contributing Zone of the Edwards Aquifer. Refer to Exhibit 1 for a Location Map. There is approximately 1 acre of the site located within the 100-year floodplain as defined on the FEMA Panel No. 48491C0275E and 48491C0100E effective date September 26, 2008.

Public Improvement District –

The Heirloom Tract development is subject to the Planned Unit Development Zoning Ordinance 2025-45. This report focuses on the Major Improvement Area (MIA) consisting of Phase 1 improvements that will be reimbursed with PID Bond Issue #1. See Exhibits 1 and 2 for MIA/district area map and legal descriptions.

MIA contains the full 622.528 acres located across the western and eastern tracts of the site. Phase 1 will contain 7,770 lf of collector road and 26.88 acres of parkland with trail networks, and no single-family lots. It will also include street, drainage, water, and wastewater improvements.

Zoning –

Zoning –

The Heirloom Tract development is located entirely within the City of Georgetown full purpose jurisdiction and is subject to the RS Base district and C3 Base district requirements of the City of Georgetown with modifications described in the 2025-45-PUD zoning ordinance.

Development Improvements –

Paving Improvements

With Phase 1, primary access to the site will be provided via the Heirloom Pkwy. extension, which will continue on the west side of Williams Drive opposite of the existing section of Parmer Ranch Blvd. built with the Parmer Ranch Development. The Heirloom Pkwy. collector will then continue across the site, intersect CR 248 with a proposed roundabout, and turn south before tying into the existing section of Ronald Reagan Blvd. The subsequent residential phases of the development will branch off of Heirloom Pkwy. for access. The collector will utilize a 96’ ROW with a 4-lane divided 50’ pavement section and 10’ sidewalks on either side. Road section design is described in the Planned Unit Development Zoning Ordinance 2025-45-PUD.

Proposed streets have been designed to urban standards consisting of concrete curb and gutter and will be designed with a flexible pavement section consisting of prepared subgrade, crushed limestone base, and hot mix asphaltic concrete (HMAC) pavement surface. The pavement recommendations can be found in the Heirloom tract Geotechnical Investigation reports prepared by MLA Geotechnical dated November 2025.

The proposed street network meets City of Georgetown horizontal and vertical geometric design criteria. Ten-foot sidewalks with ADA ramps will be constructed along the collector on both sides of the street and will be constructed following standard specifications and details. Signage, valley gutters, excavation, embankment, clear and grub, and testing are also included within these improvements. See Heirloom Tract Phase 1 Construction plans prepared by Gray Civil for additional design information and street cross sections.

Water and Wastewater Utilities

The Site will be served water by the City of Georgetown. An existing 24” line is located on the east side of CR 248, an existing 30” line is located on the south side of Ronald Reagan Blvd, and an existing 12” line is located on the west side of RM 2338. As part of the subdivision improvements, a 12” waterline is proposed to be constructed down Heirloom Pkwy. in a dedicated easement and connected to the existing 30” waterline. The northern portion of the site will be served by a proposed 12” line to be connected to the existing 12” line. Water will be provided to the individual lots by proposed 8-inch and 12-inch water lines located within the public ROW. Utility line sizing is preliminary in nature and will ultimately depend on recommendation from GUS and their water model.

The portion of the Site that generally slopes from northeast to southwest will gravity flow via a proposed 12” trunk line into an existing manhole offsite to the southwest corner of the site and to the existing Nolina lift station. For the remainder of the site, a lift station will be constructed at the northeast corner and wastewater flows will be pumped back to an existing manhole connection to a 12” gravity wastewater line along Ronald Reagan Blvd. via a force main. Phase 1 will include the construction of the 12” main trunk line through the site, with 8” local lines within the Heirloom Pkwy. ROW.

Internal wastewater utilities will be typically located within the proposed right-of-way’s standard assignments as established by the City of Georgetown. Internal water mains will be located outside of the pavement within the right-of-way per GUS standard assignment. The internal lines will be constructed in accordance with the GUS water and wastewater system design criteria and specifications. Improvements include trench excavation and embedment, trench safety, piping, valves, hydrants, manholes, service connections, testing , related earthwork, erosion controls and all necessary appurtenances.

Drainage

Stormwater runoff generated within the development will be conveyed by a system of curb and gutters, inlets, storm drains, channels, and ponds before being released into a tributary of either the North Fork San Gabriel River to the south or Berry Creek to the east, and onto neighboring properties. The drainage study performed for the preliminary plat utilizes the NRCS method to determine peak flow runoff for the 2-, 10-, 25-, and 100-year storms. The site is entirely within the Edwards Aquifer Contributing Zone, and will therefore be required to provide water quality treatment and submit a related Contributing Zone Plan to TCEQ for all construction plan submittals.

Most of the site generally slopes in a southerly direction and is bisected by a small tributary of the North Fork San Gabriel River, conveying offsite flows through the site. This tributary constitutes roughly 22.5 acres of existing calculated non-FEMA floodplain on the site, and will necessitate two main culvert/bridge crossings. The portion of the site that flows to the northeast includes the 1 acre of FEMA zone A floodplain and constitutes a tributary to Berry Creek. Water Quality best management practices will be used to meet both the TCEQ's 80% TSS removal requirements along with the City of Georgetown's 85% removal requirement. Detention will be provided to reduce developed flows to pre-developed conditions for the 2, 10, 25, and 100-yr storm events.

Drainage improvements include trench excavation and embankment, trench safety, piping, manholes, junction boxes, inlets, headwalls, channels, and associated outflow structures, testing, related earthwork, and erosion controls.

Parkland Improvements

The improvements to the parkland include the construction of a 10' wide paved hike and bike trail built to ADA standards along with associated benches and lighting. There will also be a network of bench cut, natural surface trails woven throughout the parkland/floodplain area.

Refer to Exhibits 3 through 6 for maps of the improvements.

Soft Costs

Costs related to designing, constructing, installing, and financing the PID Improvements, including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, district formation costs, landscaping and other PID costs incurred and paid by the developer.

District Formation Costs –

District Formation Costs consist of the costs associated with forming the District, including, but not limited to, attorney fees, engineering costs, and any other cost or expense incurred by the City of the Developer directly associated with the establishment of the District.

Funding Sources –

There are no oversized improvement cost sharing or outside funding sources contributing to any portion of the MIA improvements. An Engineer's Opinion of Probable Cost (OPC) is included in Exhibit 7 with line-item descriptions of each improvement. Additionally, Exhibit 8 contains a schedule of construction for MIA improvements.

List of Attachments

- Exhibit 1 – MIA Boundary Map
- Exhibit 2 – MIA/District Legal Description
- Exhibit 3 – MIA Drainage Improvement Map
- Exhibit 4 – MIA Sanitary Improvement Map
- Exhibit 5 – MIA Water Improvement Map
- Exhibit 6 – MIA Paving Improvement Map
- Exhibit 7 – MIA Parkland Improvement Map
- Exhibit 8 – Engineer's Opinion of Probable Cost
- Exhibit 9 – Construction Schedule

Exhibit 1 – MIA Boundary Map

HEIRLOOM TRACT
REGIONAL LOCATION MAP

SCALE: 1" = 2000'
GRAPHIC SCALE IN FEET
0 1000' 2000' 4000'

LEGEND

PROPERTY BOUNDARY

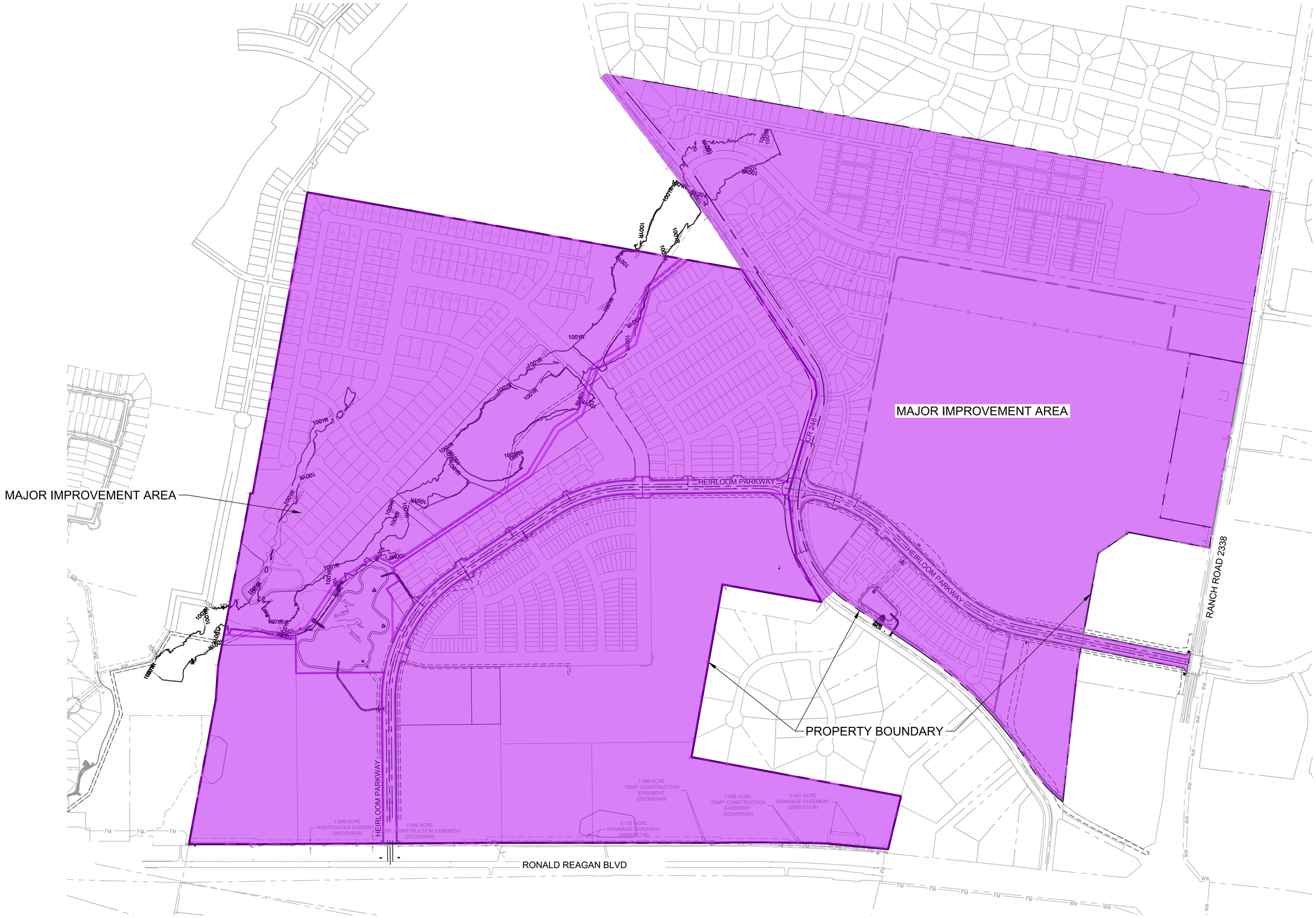
MAJOR IMPROVEMENT AREA

PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	5/11/2026	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1751 - COLUMBUS LAND\11937 HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\DATA\2 PHASE\SHPS\EXHIBITS\REGIONAL LOCATION MAP.DWG DATE: 5/11/2026 4:24:51 PM BY: CTOCVAR

HEIRLOOM TRACT
DISTRICT BOUNDARY / MAJOR IMPROVEMENT AREA EXHIBIT



SCALE: 1" = 300'
GRAPHIC SCALE IN FEET
0 150' 300' 600'

LEGEND

PROPERTY BOUNDARY

MAJOR IMPROVEMENT AREA

PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	8/13/2026	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1751 - COLUMBIA LAKES\1937 HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CADD\EXHIBITS\DISTRICT EXHIBIT\DISTRICT IMPROVEMENT MAPS.DWG DATE: 8/13/2026 9:52:23 AM BY: DTOVAR

Exhibit 2 – MIA/District Legal Description

Heirloom – PID Creation Resolution
Exhibit B

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

361.943 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 361.943 ACRES (APPROXIMATELY 15,766,246 SQ. FT.) IN THE CHARLES H. DELANEY SURVEY NO.11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 362.01 ACRE TRACT CONVEYED TO GVM III, LLC IN A SPECIAL WARRANTY DEED DATED JANUARY 30, 2019 AND RECORDED IN DOCUMENT NO. 2019009671 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 361.943 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of Ronald Reagan Boulevard (right-of-way width varies) as described in Document No. 2006073735 of the Official Public Records of Williamson County, Texas, being the southernmost southeast corner of the said 362.01 acre tract, being also the southwest corner of Lot 5, Block F, Wade Crossing Phase 1, a subdivision recorded in Cabinet T, Slide 61 of the Plat Records of Williamson County, Texas;

THENCE with the north right-of-way line of Ronald Reagan Boulevard and the south line of the said 362.01 acre tract, the following thirteen (13) courses and distances:

1. South 64°21'56" West, a distance of 61.85 feet to a 1/2" rebar with "RPLS 5784" cap found;

2. With a curve to the left, having a radius of 8650.00 feet, a delta angle of 04°26'04", an arc length of 669.48 feet, and a chord which bears South 62°20'34" West, a distance of 669.31 feet to a 1/2" rebar with "PBSJ" cap found;

3. North 30°06'18" West, a distance of 9.99 feet to a 1/2" rebar with "PBSJ" cap found;

4. With a curve to the left, having a radius of 8670.00 feet, a delta angle of 01°28'05", an arc length of 222.14 feet, and a chord which bears South 59°23'20" West, a distance of 222.14 feet to a 1/2" rebar with "RPLS 5784" cap found;

5. South 58°39'00" West, a distance of 254.37 feet to a 1/2" rebar with "PBSJ" cap found;

6. North 31°40'32" West, a distance of 9.94 feet to a 1/2" rebar with "PBSJ" cap found;

7. South 58°39'01" West, a distance of 1518.07 feet to a 1/2" rebar with "PBSJ" cap found;

8. South 31°34'30" East, a distance of 20.03 feet to a 1/2" rebar with "PBSJ" cap found;

9. South 58°39'20" West, a distance of 1706.47 feet to a 1/2" rebar with "PBSJ" cap found;

10. North 32°01'03" West, a distance of 9.97 feet to a 1/2" rebar with "PBSJ" cap found;

11. South 58°40'41" West, a distance of 382.01 feet to a 1/2" rebar with "PBSJ" cap found;

12. South 31°19'19" East, a distance of 10.14 feet a cotton spindle "Early Boundary" washer set;

13. South 58°40'41" West, a distance of 42.16 feet to a 1/2" rebar with "PBSJ" cap found for the southwest corner of said 362.01 acre tract, being the southeast corner of a 523.521 acre tract described in Document No. 2022010857 of the Official Public Records of Williamson County, Texas;

THENCE with the west line of said 362.01 acre tract and the east line of said 523.521 acre tract, the following six (6) courses and distances:

1. North 20°51'09" West, a distance of 1031.61 feet to a 1/2" rebar found in the west side of a live oak tree;

2. North 27°20'27" West, a distance of 238.87 feet to a 1/2" rebar with illegible cap found;

3. North 20°43'00" West, a distance of 451.23 feet to a 1/2" rebar with illegible cap found;

4. North 20°44'15" West, a distance of 766.10 feet to a 1/2" rebar with illegible cap found;

5. North 64°38'15" East, a distance of 15.94 feet to 1/2" rebar found;

6. North 21°03'54" West, a distance of 2128.29 feet to a 1/2" rebar with "RPLS 5784" cap found for the northwest corner of said 362.01 acre tract;

THENCE North 68°43'41" East, with the north line of the 362.01 acre tract and the south line of the 523.521 acre tract, passing a 1/2" rebar with "Bury" cap found at a distance of 729.11 feet and continuing for a total distance of 3065.64 feet to a 1/2" rebar found in the southwest right-of-way line of County Road 248, being the northeast corner of the said 362.01 acre tract, being the easternmost corner of the said 523.521 acre tract;

THENCE with the west right-of-way line of County Road 248 and the east line of the said 362.01 acre tract, the following five (5) courses and distances:

1. South 64°44'40" East, a distance of 923.60 feet to a 1/2" rebar found;
2. South 40°32'58" East, a distance of 91.06 feet to a 1/2" rebar found;
3. South 15°30'30" East, a distance of 728.47 feet to a 6" x 6" square metal fence post;
4. South 38°36'41" East, a distance of 440.03 feet to a 1/2" rebar found;
5. South 60°43'49" East, a distance of 359.07 feet to a 1/2" rebar in concrete found for a southeast corner of the said 362.01 acre tract, being an angle point in the north line of Lot 36, Block F, of said Wade Crossing Phase 1, from which a 1/2" rebar found for angle point in the south right-of-way line of County Road 248, being the northeast corner of Lot 36, bears North 14°44'57" East, a distance of 21.45 feet;

THENCE with the common line of the said 362.01 acre tract, said Wade Crossing Phase 1 and Wade Crossing Phase II, a subdivision recorded in Cabinet V, Slide 227 of the Plat Records of Williamson County, Texas, the following ten (10) courses and distances:

1. South 68°42'08" West, a distance of 700.14 feet to a 1/2" rebar with "Diamond" cap found for the northwest corner of said Lot 36, Block F, of said Wade Crossing Phase 1;
2. South 21°17'04" East, a distance of 160.18 feet to a 1/2" rebar found for the southwest corner of said Lot 36, being the northwest corner of Lot 32, Block F, of said Wade Crossing Phase II;
3. South 21°02'35" East, a distance of 157.37 feet to a 1/2" rebar with illegible cap found for the northwest corner of Lot 31, Block F, of said Wade Crossing Phase II;
4. South 21°13'20" East, a distance of 231.14 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 31, being the northwest corner of Lot 30, Block F, of said of said Wade Crossing Phase II;

5. South 21°10'18" East, a distance of 244.21 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 30, being the northwest corner of Lot 29, Block F, of said Wade Crossing Phase II;

6. South 21°13'23" East, a distance of 296.63 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 29;

7. South 21°15'05" East, a distance of 130.36 feet to a mag nail in concrete found for the southwest corner of Lot 28, Block F, of said Wade Crossing Phase II, from which a 1/2" rebar found, bears North 13°10'21" East, a distance of 0.72 feet;

8. North 69°15'03" East, a distance of 249.83 feet to a 1/2" rebar with illegible cap found for the southeast corner of said Lot 28, being the southwest corner of Lot 27, Block F, of said Wade Crossing Phase II;

9. North 69°12'00" East, a distance of 1231.49 feet to a 1/2" rebar found for the southeast corner of Lot 9, Block F, of said Wade Crossing Phase II;

10. South 17°40'36" East, a distance of 407.67 feet to the **POINT OF BEGINNING**, containing an area of 361.943 acres, more or less.

Surveyed on the ground on March 30, 2023

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE

3/31/23

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

112.041 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 112.041 ACRES (APPROXIMATELY 4,880,523 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 112.041 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the south line of said 113.5 acre tract, same being the south line of said Lot 5, being also in the north line of a 50 acre tract described in Volume 353, Page 94 of the Deed Records of Williamson County, Texas;

THENCE South 69°10'58" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said 50 acre tract, a distance of 374.52 feet to a 1/2" rebar with "Steger Bizzell" cap found for the northernmost northeast corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas;

THENCE South 69°08'50" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, a distance of 1407.11 feet to a 1/2" rebar found;

THENCE South 69°20'01" West, continuing with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, passing

at a distance of 1659.17 feet a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of said Lot 1, also being the northeast corner of a 1.43 acre right-of-way dedication shown on said G.I.S.D. West Side subdivision, passing at an additional distance of 23.47 feet a 1/2" rebar with "Steger Bizzell" cap found for the northwest corner of said 1.43 acre right-of-way dedication and continuing, in all, a total distance of 1730.44 feet to a calculated point in the center of the existing pavement of County Road 248;

THENCE with the centerline of the existing pavement of County Road 248, as approximated by the following courses and distances:

1. North 65°57'11" West, a distance of 456.27 feet to a calculated point;
2. North 67°52'24" West, a distance of 1147.05 feet to a calculated point;
3. North 60°21'36" West, a distance of 78.43 feet to a calculated point for the northwest corner of said 113.5 acre tract, being in the north line of said Lot 5;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, a distance of 45.32 feet to a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, also being the southwest corner of Block B of said West Ridge Subdivision Section One;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, and the south line of said Block B, West Ridge Subdivision Section One, and Block B, West Ridge Subdivision Section Two, a subdivision of record in Cabinet Q, Slide 82, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Three, a subdivision of record in Cabinet Q, Slide 84, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Four, a subdivision of record in Cabinet Q, Slide 311, of the Plat Records of Williamson County, Texas, a distance of 4632.80 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, being the southwest corner of a 20' right-of-way dedication shown on said West Ridge Subdivision Section Four;

THENCE North 68°39'29" East, with the right-of-way line of Ranch Road 2338 and the north line of said 113.5 acre tract, same being the north line of said Lot 5, passing at a distance of 18.99 feet to 1/2" rebar found, and continuing, in all, a total distance of 20.00 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, from which:

- a concrete highway monument found for a point of tangency in the west right-of way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 1814.24 feet,

- a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 63.67 feet, and North 67°45'34" East, a distance of 80.00 feet;

THENCE crossing said 113.5 acre tract with the west right-of-way line of Ranch Road 2338, the following courses and distances:

1. South 22°14'26" East, a distance of 962.43 feet to a calculated point for a point of curvature, from which a disturbed concrete highway monument found, bears South 67°45'34" West, a distance of 1.30 feet;

2. With a curve to the right, having a radius of 11419.16 feet, a delta angle of 01°14'47", an arc length of 248.41 feet, and a chord which bears South 21°33'43" East, a distance of 248.40 feet to the **POINT OF BEGINNING**, containing an area of 112.271 acres, for a net acreage of 112.041 acres of land, more or less, *of which approximately 1.375 acres lies between the fence and the center of the existing pavement of County Road 248.*

SAVE AND EXCEPT TRACT

A DESCRIPTION OF 10,000 SQ. FT. IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10,000 SQ. FT. MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, being the southwest corner of Lot 4, Block B of the said West Ridge Subdivision Section One, being also in the north line of the said 113.5 acre tract;

THENCE South 67°22'36" East, crossing the said 113.5 acre tract, a distance of 1307.76 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found for **THE POINT OF BEGINNING**, being the apparent west corner of the said 10,000 sq. ft. tract;

THENCE continuing across the said 113.5 acre tract with the apparent perimeter of the said 10,000 sq. ft. tract, the following courses and distances:

1. North 22°37'24" East, a distance of 100.00 feet to a calculated point;
2. South 67°22'36" East, a distance of 100.00 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found;
3. South 22°37'24" West, a distance of 100.00 feet to a calculated point, from which a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, being the northeast corner of a 1.43 acre right-of-way dedication shown on the said G.I.S.D. West Side subdivision, also being in the south line of the said 113.5 acre tract bears, South 68°38'13" East, a distance of 292.54 feet;
4. North 67°22'36" West, a distance of 100.00 feet the **POINT OF BEGINNING**, containing 10,000 sq. ft., more or less.

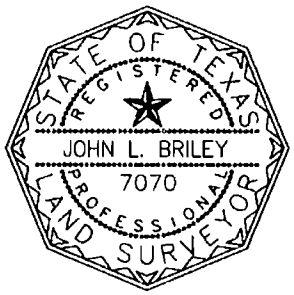
Surveyed on the ground on December 30, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE-125 AC

01/02/2025
Date

John L. Briley
Registered Professional Land Surveyor
State of Texas No. 7070



GISD Property
[See next 8 pages]

BEING 98.38 acres of land, situated in the Charles H. Delaney Survey, Abstract No. 181, in Williamson County, Texas, said land being a portion of that certain tract of land, called 132.42 acres, as conveyed to Willrae Partners I, Ltd. by deed recorded as Document No. 2004067447 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of December, 2005, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the west line of Farm to Market Highway No. 2338, marking the most easterly Northeast corner of the above-referenced Willrae Partners I, Ltd. tract, being the occupied Southeast corner of that certain tract of land, called 50 acres, as conveyed to Emzie Lee Fisher and wife, Elzora Fisher, by deed as recorded in Volume 353, Page 94, of the Deed Records of Williamson County, Texas, for the most easterly Northeast corner hereof;

THENCE, along the said west line of F.M. Highway No. 2338, being an easterly line of the said Willrae Partners I, Ltd. tract, S 20° 59' 45" E, 140.01 feet to an iron pin set for the most northerly Southeast corner hereof;

THENCE, S 69° 36' 15" W, 565.00 feet to an iron pin set for an interior corner hereof;

THENCE, S 24° 18' 15" W, 260.32 feet to an iron pin set for an interior corner hereof;

THENCE, S 20° 59' 45" E, 815.00 feet to an iron pin set; and S 25° 10' 15" E, 944.38 feet to an iron pin set on the north line of County Road No. 248, being the south line of the said Willrae Partners I, Ltd. tract, for the most southerly Southeast corner hereof;

THENCE, along the north and east line of County Road No. 248, being the south and west line of the said Willrae Partners I, Ltd. tract, as follows; N 86° 19' 30" W, 26.23 feet to an iron pin found; N 82° 15' 30" W, 120.16 feet to an iron pin found; N 69° 37' 30" W, 134.82 feet, to an iron pin found; N 65° 08' W, 230.89 feet to an iron pin found; N 68° 34' W, 207.37 feet to an iron pin found at a 10" Hackberry; N 72° 09' 30" W, 270.16 feet to an iron pin found at an 8" Hackberry; N 82° 40' 45" W, 414.51 feet to an iron pin found; N 87° 18' 30" W, 789.19 feet to an iron pin found at a 4" Live Oak; N 77° 36' W, 53.97 feet to an iron pin found; N 63° 23' 15" W, 279.77 feet to an iron pin found; N 51° 54' 15" W, 77.46 feet to an iron pin found; N 38° 08' 30" W, 259.64 feet to an iron pin found at an 8" Live Oak; N 31° 52' 15" W, 64.78 feet to an iron pin found; N 19° 53' W, 223.39 feet to an iron pin found; N 12° 48' 45" W, 198.09 feet to an iron pin found at an 8" Live Oak; N 15° 03' 15" W, 314.92 feet to an iron pin found; N 33° 51' 15" W, 73.71 feet to an iron pin found; N 44° 52' W, 48.30 feet to an iron pin found; N 57° 54' 30" W, 66.91 feet to an iron pin found; N 64° 39' W, 447.55 feet to an iron pin found and N 65° 09' W, 371.07 feet to an iron pin found for the Northwest corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of that certain tract of land, called 113.50 acres, as conveyed to Emzie Lee Fisher by deed as recorded in Volume 756, Page 287, of the Deed Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, along the south line of the said 113.50 acre Fisher tract, N 69° 20' E, 1,682.59 feet to an iron pin found marking the most northerly Northeast corner of the said Willrae Partners I, Ltd. tract, for the most northerly Northeast corner hereof;

THENCE, with a fence, along an easterly line of the said Willrae Partners I, Ltd. tract, being the west line of the said 50 acre Fisher tract, as follows; S 14° 54' 15" E, 295.09 feet to a 40d nail found; S 14° 07' 45" E, 185.57 feet to a 40d nail found at a railroad tie post; S 18° 39' 15" E, 80.97 feet to a 40d nail found; S 20° 00' 45" E, 64.09 feet to a 40d nail found; S 21° 35' 45" E, 106.19 feet to a 40d nail found at a 32" Live Oak; S 20° 29' E, 280.39 feet to a 40d nail found and S 20° 59' 45" E, 141.06 feet to an iron pin found marking an interior corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of the said 50 acre Fisher tract, for an interior corner hereof;

THENCE, N 69° 36' 15" E, 1,841.06 feet to the Place of BEGINNING and containing 98.38 acres of land.

DESCRIPTION OF 1.63 ACRES OF LAND

DESCRIPTION OF A 1.63 ACRE TRACT OF LAND LOCATED IN THE CHARLES H. DULANEY SURVEY NO. 2, ABSTRACT NO. 181, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 34.124 ACRE TRACT OF LAND CONVEYED TO TROOP DURGIN WRIGHT PROPERTIES, LP, BY WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 2016000533, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPR), SAID 1.63 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND IN JANUARY, 2023, UNDER THE DIRECT SUPERVISION OF PATRICK J. STEVENS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron set with cap stamped "STEGER BIZZELL" set in the east boundary line of said 34.124 acre tract, and in the west right of way of Ranch Road 2338, a right of way of variable width of record in Volume 416, Page 60, of the deed records of Williamson County, Texas (DR), for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with cap stamped "PBS&J" found in the west line of said Ranch Road 2338 for an easterly corner of said 34.124 acre tract lies South 20°59'34" East, a distance of 158.26 feet;

THENCE, over and across said 34.124 acre tract, North 66°02'25" West, a distance of 35.33 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and South 69°58'39" West, a distance of 724.89 feet to a cotton spindle set with washer stamped "STEGER BIZZELL" in the east boundary line of that certain called 98.38 acre tract of land conveyed to Georgetown Independent School District by Warranty Deed of record in Document Number 2006075903, OPR, for the southwest corner of the herein described tract, from which a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract for a westerly corner of said 34.124 acre tract lies South 20°59'38" East, a distance of 149.72 feet;

THENCE, North 20°59'38" West, a distance of 94.01 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract and in the west line of said 34.124 acre tract for the northwest corner of the herein described tract;

THENCE, over and across said 34.124 acre tract, North 69°58'39" East, a distance of 724.90 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and North 24°05'34" East, a distance of 35.30 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 34.124 acre tract, and in the west line of said Ranch Road 2338, for the northeast corner of the herein described tract;

THENCE, with the east line of said 34.124 acre tract, same being the west line of said Ranch Road 2338, South 20°59'34" East, a distance of 143.90 feet to the **POINT OF BEGINNING,** and containing 1.63 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are grid values represented in U.S. Survey Feet.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a sketch of the subject tract.

I certify that this description was prepared from an on the ground survey made in January, 2023, by me or under my supervision.

Steger & Bizzell Engineering Inc.

2-3-23

Patrick J. Stevens, RPLS
Texas Reg. No. 5784
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

P:\22000-22999\22923 GISD Troop 1_74ac\Survey Data\Descriptions\22923-GISD TROOP ROW-GRID.docx

DESCRIPTION OF

DESCRIPTION OF A 38.53 ACRE TRACT OF LAND LOCATED IN THE C.H. DILANEY SURVEY, ABSTRACT 181, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 50 ACRE TRACT OF LAND CONVEYED TO EMZIE LEE FISHER, ET UX, BY WARRANTY DEED OF RECORD IN VOLUME 354, PAGE 94, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 38.53 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found on the west right-of-way line of RM 2338, also known as Williams Drive, an 80.00 foot wide roadway, as dedicated in Volume 416, Page 60, said Deed Records, at its intersection with the south line of said 50 acre tract of land, for the eastern most northeast corner of that certain 98.38 acre tract of land conveyed to the Georgetown Independent School District by Warranty Deed of record in Document No. 2006075903, of the Official Public Records of Williamson County, Texas, from which point a 1/2 inch iron rod with cap stamped "5784" found on said west right-of-way line of RM 2338, for the eastern most southeast corner of said 98.38 ac tract of land, same point being the northeast corner of that certain 34.124 acre tract of land conveyed to Troop Durgin Wright Properties, LP, by Special Warranty Deed of record in Document No. 2016000533, said Official Public Records bears South 21°01'00" East, with said right-of-way, a distance of 139.94 feet;

THENCE, South 69°36'44" West, with said south line of the 50 acre tract, same line being a north line of said 98.38 acre tract, a distance of 374.52 feet to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, South 69°36'44" West, continuing with the common line of the 50 acre tract and the 98.38 acre tract, a distance of 1466.64 feet, to a 1/2 inch iron rod found for the southwest corner of said 50 acre tract, same point being an interior corner of said 98.38 acre tract of land, and for the southwest corner of the herein described tract;

THENCE, with the west line of said 50 acre tract, same line being an east line of said 98.38 acre tract, the following seven (7) courses and distances:

1. North 20°59'16" West, a distance of 141.06 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
2. North 20°29'49" West, a distance of 280.19 feet to a 40d nail in a fence post found;
3. North 21°33'45" West, a distance of 106.02 feet, to a 40d nail in a fence post found;
4. North 20°04'23" West, a distance of 64.17 feet, to a 40d nail in a fence post found;

RECORDERS MEMORANDUM

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

5. North 18°37'34" West, a distance of 80.98 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
6. North 14°06'04" West, a distance of 185.59 feet, to a 40d nail in a fence post found;
7. North 14°53'55" West, a distance of 295.09 feet, to a 1/2 inch iron rod found on the south line of that certain 113.5 acre tract of land conveyed to Emzie Lee Fisher by deed of record in Volume 756, Page 287, said Deed Records, for the northwest corner of said 50 acre tract, same point being the northern most northeast corner of said 98.38 acre tract of land, and for the northwest corner of the herein described tract;

THENCE, North 69°09'19" East, with the north line of said 50 acre tract, same line being said south line of the 113.5 acre tract of land, a distance of 1407.10 feet, to a /2 inch iron rod with cap stamped "STEGER BIZZELL" set for the northeast corner of the herein described tract, from which point a Texas Department of Transportation concrete monument with brass disc (TxDOT Type II) found on said west right-of-way line of RM 2338, bears North 69°09'19" East, a distance of 374.50 feet;

THENCE, South 20°59'55" East, severing said 50 acre tract, a distance of 1161.85 feet, to the **POINT OF BEGINNING**, and containing 38.53 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00015.

The forgoing metes and bounds description and survey on which it is based is accompanied by and a part of survey map of the subject tract.

I certify that this description was prepared from a survey made on the ground in/on June and July 2017, under my supervision.

Steger & Bizzell Engineering Inc.

07/05/17

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

P:\22000-22999\22534 GISD_Fisher\Survey Data\Descriptions\22534-m&b-GISD Fisher Tract.docx

1978 S. Austin Ave
Georgetown, TX 78626

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

10.001 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 10.001 ACRES (APPROXIMATELY 435,639 SQ. FT.) IN THE C.H. DELANEY SURVEY NO 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 50 ACRE TRACT CONVEYED TO EMZIE AND ELZORA FISHER IN A WARRANTY DEED DATED NOVEMBER 5, 1948 AND RECORDED IN VOLUME 353, PAGE 94 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.001 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the north line of said 50 acre tract, also being in the south line of a 113.5 acre tract described in Volume 756, Page 287 of the Deed Records of Williamson County, Texas, same being the south line of Lot 5 of M.C. Hamilton's Subdivision, a subdivision of record in Volume 27, Page 137 of the Deed Records of Williamson County, Texas, from which a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 69°31'35" East, a distance of 80.00 feet;

THENCE South 20°59'36" East, with the west right-of-way line of Ranch Road 2338, crossing said 50 acre tract, a distance of 1164.60 feet to a 1/2" rebar with "Early Boundary" cap set for an angle point in the west right-of-way line of Ranch Road 2338, being in the south line of said 50 acre tract, being the northeast corner of a 3,848 sq. ft. right-of-way dedication shown on the G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with "Steger Bizzell" cap found for the southeast corner of said 3,848 sq. ft. right-of-way dedication, bears South 20°59'36" East, a distance of 139.94 feet;

THENCE South 69°37'24" West, with the right-of-way line of Ranch Road 2338, same being the north line of said 3,848 sq. ft. right-of-way dedication, also being the south line of said 50 acre tract, a distance of 27.50 feet to a 1/2" rebar with "Early Boundary" cap set for the easternmost northeast corner of Lot 1, Block A of said G.I.S.D. West Side, being the northwest corner of said 3,848 sq. ft. right-of-way dedication;

THENCE South 69°37'24" West, with the south line of said 50 acre tract and a north line of said Lot 1, a distance of 347.07 feet to a 1/2" rebar with "Steger Bizzell" cap found for an interior corner of said Lot 1;

THENCE North 20°59'31" West, crossing said 50 acre tract with an east line of said Lot 1, a distance of 1161.72 feet to a 1/2" rebar with "Steger Bizzell" cap found in the north line of said 50 acre tract, being the northernmost northeast corner of said Lot 1, being also in the south line of said 113 5 acre tract, same being the south line of said Lot 5;

THENCE North 69°10'58" East, with the north line of said 50 acre tract, and the south line of said 113.5 acre tract, same being the south line of said Lot 5, a distance of 374.52 feet to the **POINT OF BEGINNING**, containing an area of 10.001 acres, more or less.

Surveyed on the ground on August 28, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-125AC

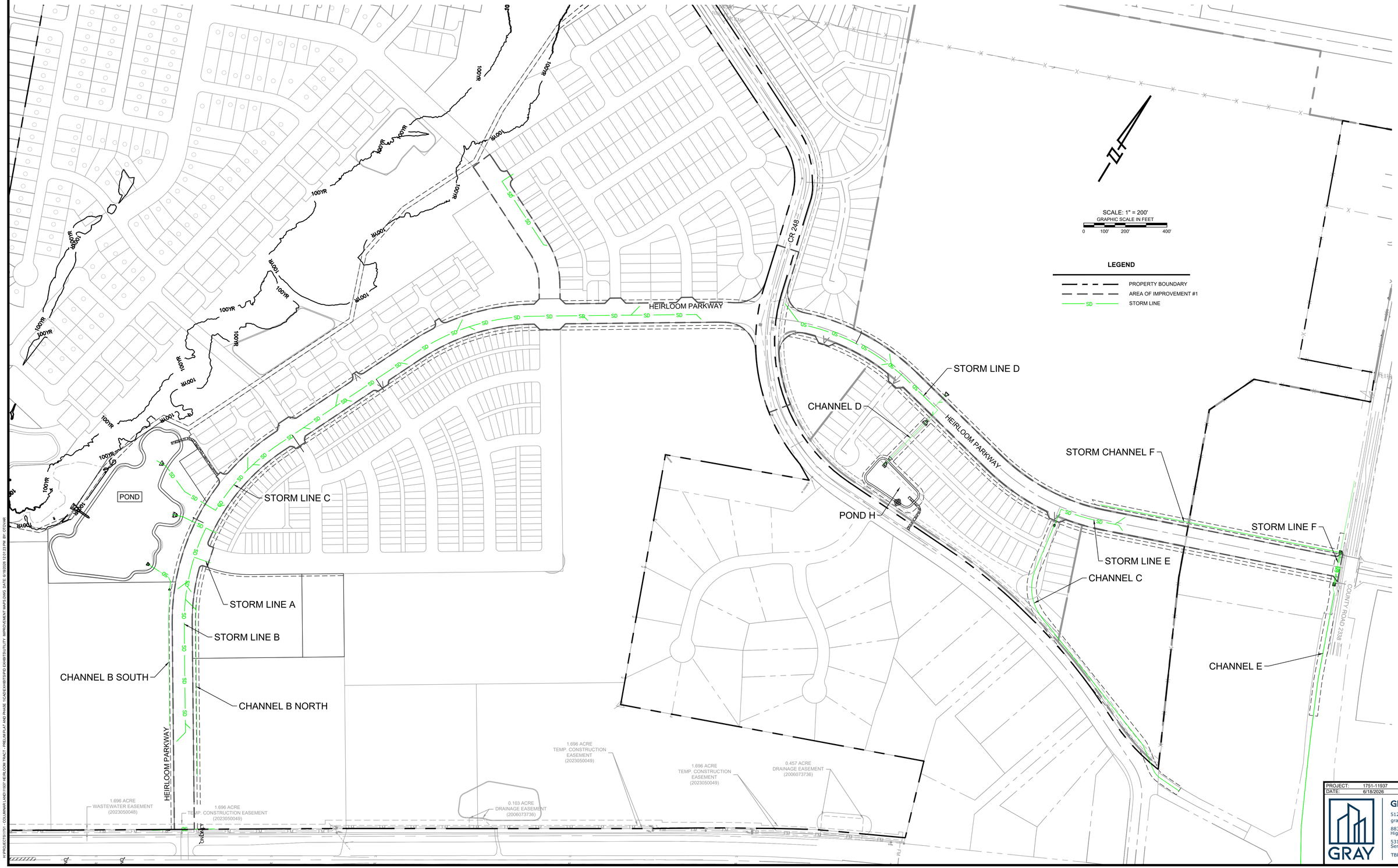
08-30-24

John L. Briley Date
Registered Professional Land Surveyor
State of Texas No. 7070

STATE OF TEXAS
REGISTERED
JOHN L. BRILEY
7070
PROFESSIONAL
LAND SURVEYOR

Exhibit 3 – MIA Drainage Improvement Map

HEIRLOOM TRACT
DRAINAGE IMPROVEMENT MAP



PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	6/18/2026	CHECKED BY:	NM

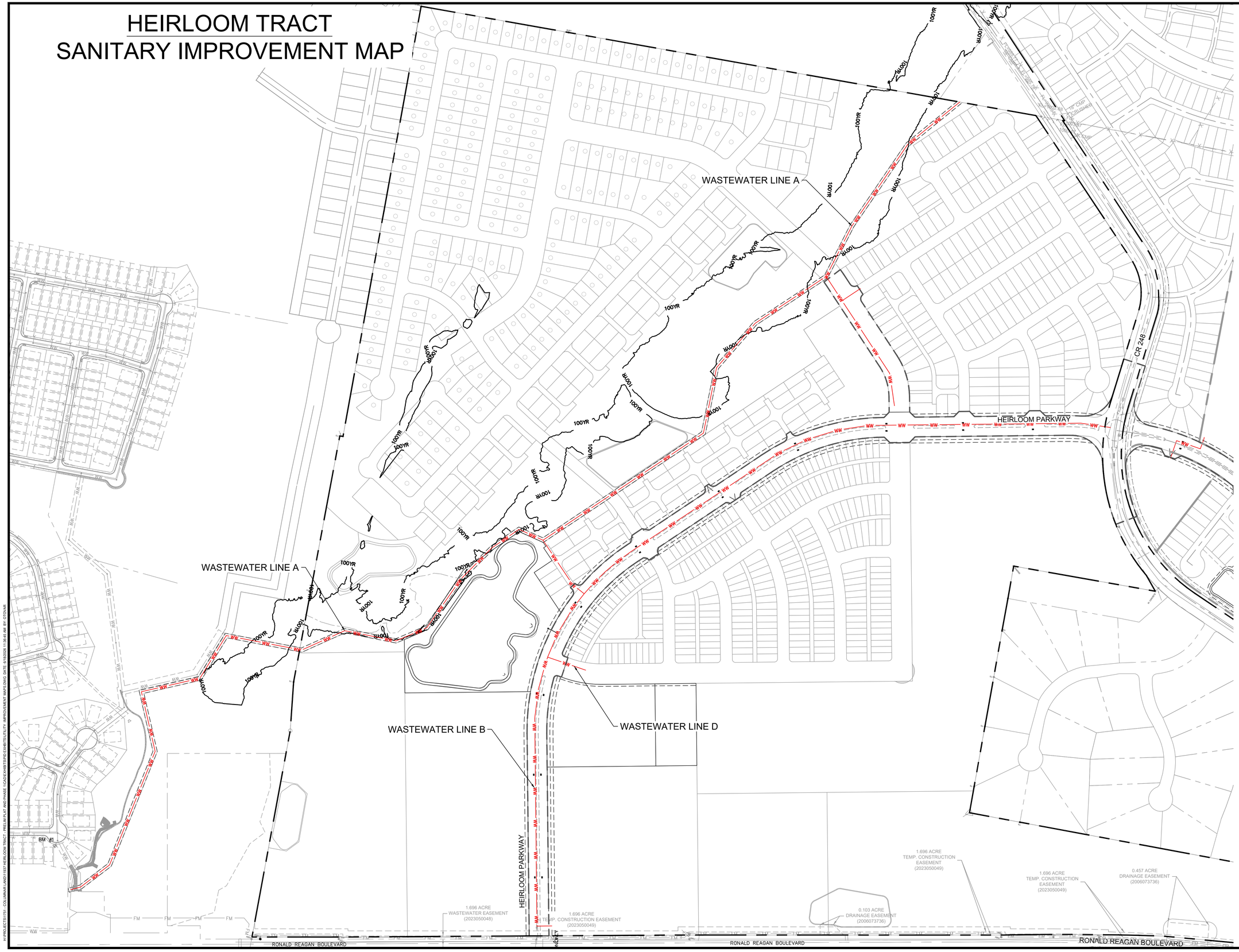
GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

1642

I:\PROJECTS\751 - COLUMBUS LAND\11937 HEIRLOOM TRACT - PRELIMS PLAT AND PHASE 1\CAD\EXHIBITS\PFS EXHIBIT\UTILITY IMPROVEMENT MAPS.DWG DATE: 6/18/2026 1:21:21 PM BY: KTOVAR

Exhibit 4 – MIA Sanitary Improvement Map

HEIRLOOM TRACT
SANITARY IMPROVEMENT MAP



SCALE: 1" = 200'
GRAPHIC SCALE IN FEET
0 100' 200' 400'

LEGEND

- PROPERTY BOUNDARY
- AREA OF IMPROVEMENT #1
- WW — WASTEWATER LINE

PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	6/18/2026	CHECKED BY:	NM

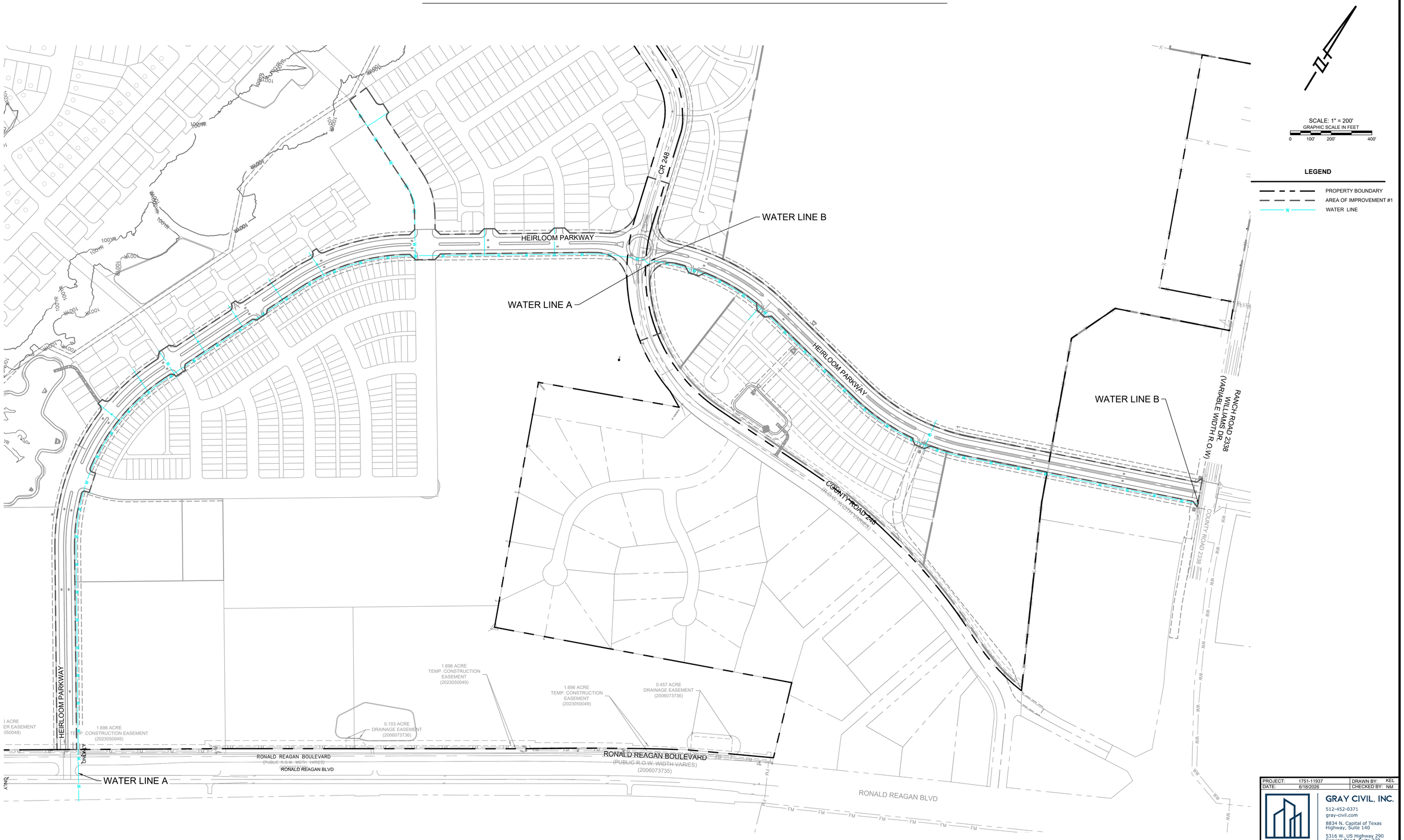
GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
§316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

W:\PROJECTS\1751 - COLORADO LAND\11937 HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CAD\EXHIBITS\PSD CONSTR UTILITY IMPROVEMENT MAPS.DWG DATE: 6/18/2026 11:36:46 AM BY: JTOTAVAR

1644

Exhibit 5 – MIA Water Improvement Map

HEIRLOOM TRACT WATER IMPROVEMENT MAP



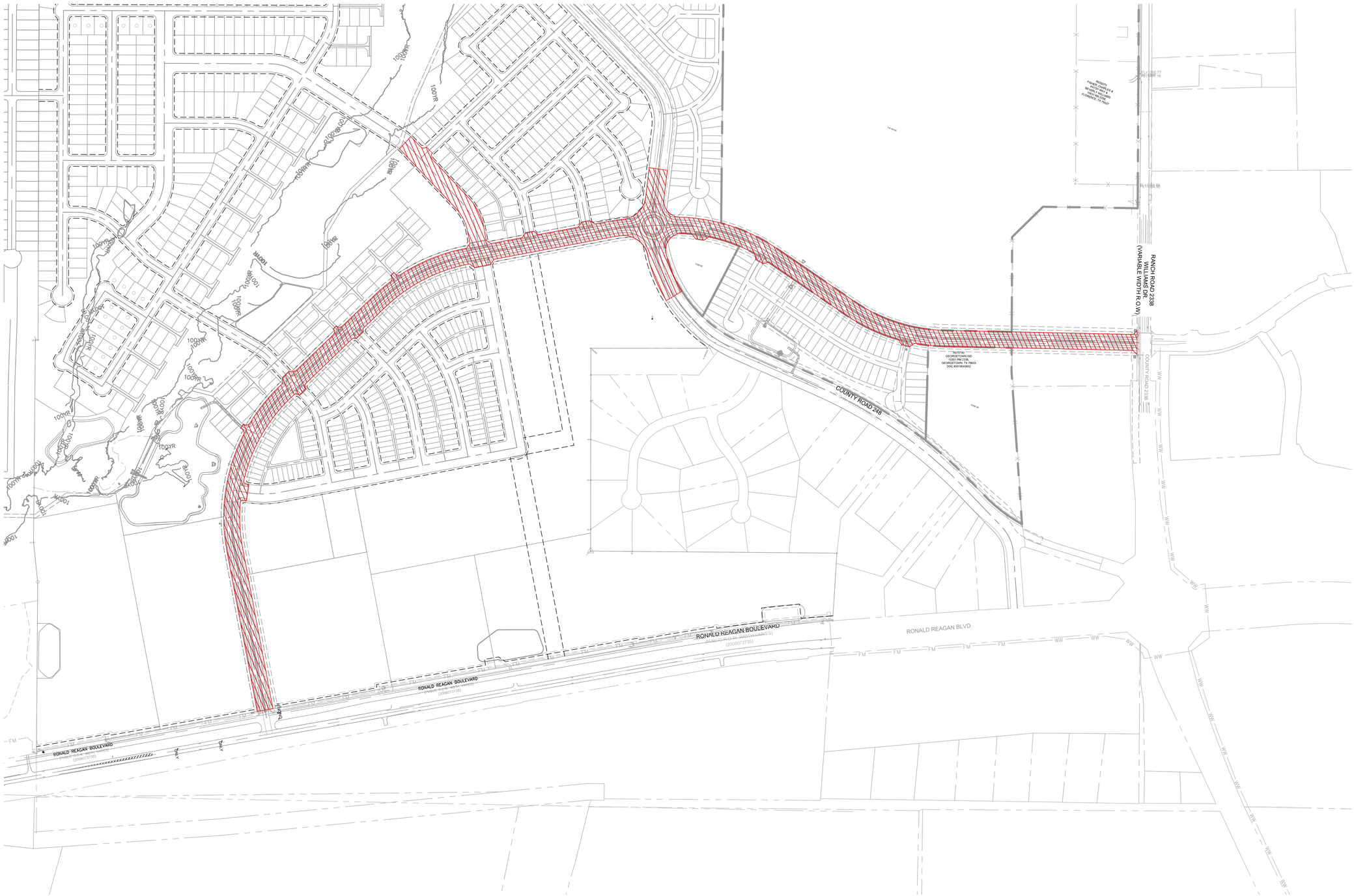
PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	6/18/2026	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1751 - COLUMBIA LAND\11937 HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CADD\EXHIBITS\PO EXHIBIT\UTILITY IMPROVEMENT MAP.DWG DATE: 6/18/2026 11:15:52 AM BY: OTOVAR

Exhibit 6 – MIA Paving Improvement Map

HEIRLOOM TRACT PAVEMENT IMPROVEMENT MAP



SCALE: 1" = 200'
GRAPHIC SCALE IN FEET
0 100' 200' 400'

LEGEND

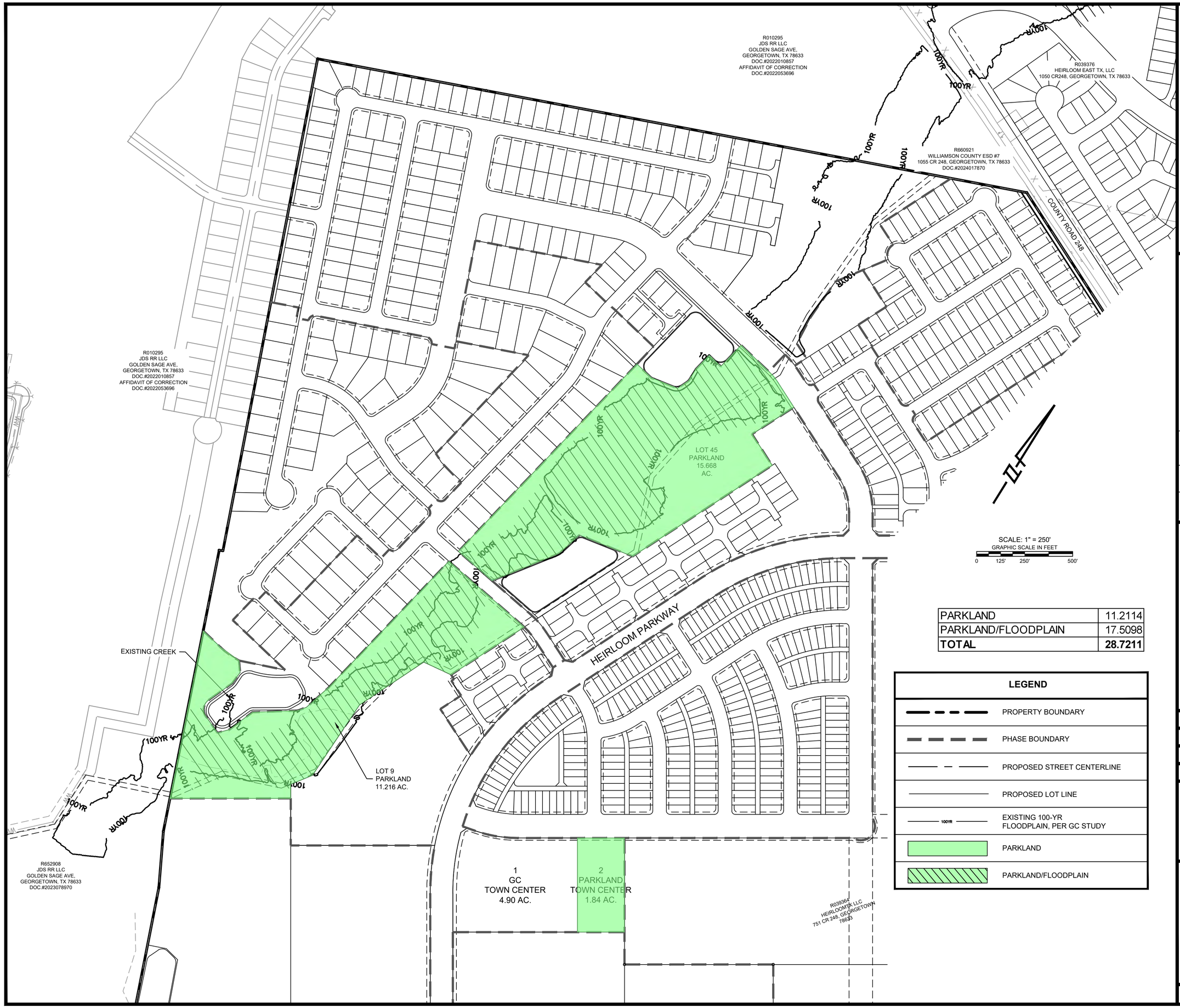
- PROPERTY BOUNDARY
- AREA OF IMPROVEMENT #1
- PAVING IMPROVEMENTS

PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	6/18/2026	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

I:\PROJECTS\1751 - COLUMNAR LAND\11937-HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CAD\2-PHB\TBPS\2 EXHIBIT\PAVING IMPROVEMENT MAP.DWG, DATE: 6/18/2026 10:47:31 AM BY: OTOVAR

Exhibit 7 – MIA Parkland Improvement Map



PARKLAND	11.2114
PARKLAND/FLOODPLAIN	17.5098
TOTAL	**28.7211**

LEGEND

	PROPERTY BOUNDARY
	PHASE BOUNDARY
	PROPOSED STREET CENTERLINE
	PROPOSED LOT LINE
100YR	EXISTING 100-YR FLOODPLAIN, PER GC STUDY
	PARKLAND
	PARKLAND/FLOODPLAIN

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946
GRAY

NO.	BY	DATE	REVISION DESCRIPTION

PHASE 01 PARKLANDS EXHIBIT

HEIRLOOM TRACT WEST
PRELIMINARY PLAT
WILLIAMSON COUNTY, TX

PROJECT NO: 11937

DESIGNED BY: OAT

DRAWN BY: OAT

CHECKED BY: NM

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

FOR REVIEW. THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF NICK MARINO 146339 ON SEPTEMBER 08, 2025. IT IS NOT TO USED FOR BIDDING, PERMIT OR CONSTRUCTION

SHEET 01 OF 01

H:\PROJECTS\1751 - COLUMNAR LAND\11937 HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CAD\EXHIBITS\11937-PARKLANDS EXHIBIT.DWG DATE: 8/17/2026 2:23:16 PM BY: OTOVAR

Exhibit 8 – Engineer's Opinion of Probable Cost

HEIRLOOM PHASE 1
ENGINEER'S OPINION OF
PROBABLE CONSTRUCTION COSTS

PROJECT: HEIRLOOM PHASE 1 BY: NM
BASED ON: Construction Plans DATE: 08/17/26
PREPARED BY: GRAY CIVIL INC. SF LOTS 0

STREET IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	SUBGRADE PREPARATION	60,491	SY	$2.20	$133,080.20
2	SUBGRADE PREPARATION (ADD/ALT)	5,219	SY	$2.00	$10,438.00
3	8" COMPACTED FLEX BASE MATERIAL	1,717	SY	$12.00	$20,604.00
4	8" COMPACTED FLEX BASE MATERIAL (ADD/ALT)	171	SY	$10.50	$1,795.50
5	10" COMPACTED FLEX BASE MATERIAL	1,236	SY	$9.00	$11,124.00
6	10" COMPACTED FLEX BASE MATERIAL (ADD/ALT)	5,048	SY	$11.00	$55,528.00
7	14" COMPACTED FLEX BASE MATERIAL	51,229	SY	$15.25	$781,242.25
8	16" COMPACTED FLEX BASE MATERIAL	6,309	SY	$12.50	$78,862.50
9	2" HMAC PAVEMENT	38,800	SY	$14.50	$562,600.00
10	2" HMAC PAVEMENT (ADD/ALT)	3,430	SY	$14.50	$49,735.00
11	4" HMAC PAVEMENT	4,267	SY	$21.50	$91,740.50
12	6" CONCRETE PAVEMENT (ALLEY)	541	SY	$91.00	$49,231.00
13	STANDARD 6" CONCRETE CURB & GUTTER	14,437	LF	$22.00	$317,614.00
14	STANDARD 6" CONCRETE CURB & GUTTER (ADD/ALT)	1,576	LF	$22.00	$34,672.00
15	RIBBON CURB	1,365	LF	$30.50	$41,632.50
16	6" CURB & GUTTER (SPILL) CURB	14,028	LF	$21.00	$294,588.00
17	6" CURB & GUTTER (SPILL) CURB (ADD/ALT)	1,573	LF	$20.00	$31,460.00
18	MOUNTABLE CURB AND GUTTER	421	LF	$47.00	$19,787.00
19	PEDESTRIAN RAMPS	70	EA	$1,817.00	$127,190.00
20	PEDESTRIAN RAMPS (ADD/ALT)	6	EA	$1,554.00	$9,324.00
21	5' CONCRETE SIDEWALK	433	SY	$58.00	$25,114.00
22	5' CONCRETE SIDEWALK (ADD/ALT)	543	SY	$63.00	$34,209.00
23	10' CONCRETE SIDEWALK	16,136	SY	$53.00	$855,208.00
24	8" CONCRETE ROUNDABOUT TRUCK APRON	573	SY	$215.00	$123,195.00
25	CONCRETE VALLEY GUTTER	10	EA	$7,100.00	$71,000.00
26	COLLECTOR STREET CONCRETE VALLEY GUTTER	3	EA	$9,940.00	$29,820.00
27	TYPE II DRIVEWAY (ADD/ALT)	1	EA	$2,420.00	$2,420.00
28	STREET END BARRICADES	15	EA	$1,246.00	$18,690.00
29	STREET END BARRICADES (ADD/ALT)	2	EA	$1,221.00	$2,442.00
30	SAW CUT AND TIE INTO EXISTING PAVEMENT	4	EA	$45.50	$182.00
31	TRAFFIC CONTROL PLAN	1	LS	$5,209.00	$5,209.00
32	TRAFFIC SIGNAGE	1	LS	$26,906.00	$26,906.00
33	TRAFFIC SIGNAGE (ADD/ALT)	1	LS	$1,230.00	$1,230.00
	SUB-TOTAL STREET IMPROVEMENTS				**$3,917,873.45**

SIGNALIZED INTERSECTION

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	ADD FOURTH LEG OF TRAFFIC SIGNAL AT PARMER RANCH BLVD AND WILLIAMS DR	1	LS	$200,000.00	$200,000.00
2	ADD TRAFFIC SIGNAL AT PARMER RANCH BLVD AND RONALD REAGAN BLVD	1	LS	$875,000.00	$875,000.00
	SUB-TOTAL SIGNALIZED INTERSECTION				**$1,075,000.00**

WASTEWATER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	8" PVC SDR-26 GRAVITY WASTEWATER LINE (ALL DEPTHS)	5,219	LF	$53.00	$276,607.00
2	8" PVC SDR-26 GRAVITY WASTEWATER LINE (ALL DEPTHS) (ADD/ALT)	820	LF	$50.00	$41,000.00
3	8" PVC 160 PSI PRESSURE PIPE	120	LF	$66.50	$7,980.00
4	12" PVC SDR-26 GRAVITY WASTEWATER LINE (ALL DEPTHS)	6,604	LF	$72.50	$478,790.00
5	12" PVC 160 PSI PRESSURE PIPE	20	LF	$155.50	$3,110.00
6	24" STEEL ENCASEMENT	100	LF	$111.00	$11,100.00
7	PARKLAND WW SERVICE	1	EA	$3,492.00	$3,492.00
8	4' DIA. STANDARD WASTEWATER MANHOLE	24	EA	$5,974.00	$143,376.00
9	4' DIA. STANDARD WASTEWATER MANHOLE (ADD/ALT)	3	EA	$5,948.00	$17,844.00
10	4' DIA. EXTERNAL DROP MANHOLE	2	EA	$7,537.00	$15,074.00
11	4' DIA. BOLTED AND GASKETED WASTEWATER MANHOLE	1	EA	$6,203.00	$6,203.00
12	5' DIA. STANDARD WASTEWATER MANHOLE	1	EA	$8,179.00	$8,179.00
13	5' DIA. EXTERNAL DROP MANHOLE	1	EA	$10,602.00	$10,602.00
14	5' DIA. BOLTED AND GASKETED WASTEWATER MANHOLE	22	EA	$8,292.00	$182,424.00
15	5' DIA. EXTERNAL DROP BOLTED AND GASKETED WASTEWATER MANHOLE	2	EA	$11,735.00	$23,470.00
16	EXTRA DEPTH 4' DIA. MANHOLE EXTENSION	98	VLF	$281.00	$27,538.00
17	EXTRA DEPTH 4' DIA. MANHOLE EXTENSION (ADD/ALT)	6	VLF	$410.00	$2,460.00
18	EXTRA DEPTH 5' DIA. MANHOLE EXTENSION	145	VLF	$491.00	$71,195.00
19	SINGLE WASTEWATER SERVICE (ADD/ALT)	5	EA	$3,778.00	$18,890.00
20	DOUBLE WASTEWATER SERVICE (ADD/ALT)	4	EA	$4,562.00	$18,248.00
21	CORE INTO EXISTING MANHOLE	1	EA	$4,007.00	$4,007.00
22	REMOVE & REPAIR EXISTING LIFT STATION ROAD	1	LS	$1,717.00	$1,717.00
23	TRENCH SAFETY SYSTEM	11,665	LF	$1.00	$11,665.00
24	TRENCH SAFETY SYSTEM (ADD/ALT)	820	LF	$1.00	$820.00
	SUB-TOTAL WASTEWATER IMPROVEMENTS				**$1,385,791.00**

WATER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	8" PVC C-900	707	LF	$49.00	$34,643.00
2	8" PVC C-901 (ADD/ALT)	129	LF	$51.00	$6,579.00
3	12" PVC C-900	8,013	LF	$74.50	$596,968.50
4	12" PVC C-901 (ADD/ALT)	795	LF	$75.00	$59,625.00
5	ENCASED 12" PVC C-900	189	LF	$135.00	$25,515.00
6	PARKLAND W SERVICE	1	EA	$3,794.00	$3,794.00
7	8" GATE VALVE WITH BOX AND COVER	10	EA	$2,944.00	$29,440.00
8	8" GATE VALVE WITH BOX AND COVER (ADD/ALT)	1	EA	$2,886.00	$2,886.00
9	12" RESILIENT GATE VALVE WITH BOX AND COVER	16	EA	$4,916.00	$78,656.00
10	12" RESILIENT GATE VALVE WITH BOX AND COVER (ADD/ALT)	1	EA	$4,820.00	$4,820.00
11	2" AIR RELEASE VALVE	2	EA	$5,852.00	$11,704.00
12	2" AIR RELEASE VALVE (ADD/ALT)	1	EA	$6,623.00	$6,623.00
13	2" FLUSH VALVE (ADD/ALT)	1	EA	$5,017.00	$5,017.00
14	FIRE HYDRANT ASSEMBLY	20	EA	$8,315.00	$166,300.00
15	FIRE HYDRANT ASSEMBLY (ADD/ALT)	2	EA	$8,564.00	$17,128.00
16	SINGLE WATER SERVICE (ADD/ALT)	3	EA	$3,705.00	$11,115.00
17	DOUBLE WATER SERVICE (ADD/ALT)	5	EA	$4,092.00	$20,460.00
18	24" WET CONNECTION	2	EA	$27,444.00	$54,888.00
19	TIE INTO 30" EXISTING LINE	1	EA	$27,756.00	$27,756.00
20	TRENCH SAFETY SYSTEM	8,725	LF	$0.50	$4,362.50
21	TRENCH SAFETY SYSTEM (ADD/ALT)	924	LF	$0.50	$462.00
	SUB-TOTAL WATER IMPROVEMENTS				**$1,168,742.00**

DRAINAGE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	18" RCP CL. III STORM SEWER (ALL DEPTHS)	2,109	LF	$61.00	$128,649.00
2	18" RCP CL. III STORM SEWER (ALL DEPTHS) (ADD/ALT)	398	LF	$60.00	$23,880.00
3	24" RCP CL. III STORM SEWER (ALL DEPTHS)	1,133	LF	$81.00	$91,773.00
4	24" RCP CL. III STORM SEWER (ALL DEPTHS) (ADD/ALT)	63	LF	$82.00	$5,166.00
5	30" RCP CL. III STORM SEWER (ALL DEPTHS)	459	LF	$101.00	$46,359.00
6	36" RCP CL. III STORM SEWER (ALL DEPTHS)	1,130	LF	$148.00	$167,240.00
7	42" RCP CL. III STORM SEWER (ALL DEPTHS)	250	LF	$211.00	$52,750.00
8	48" RCP CL. III STORM SEWER (ALL DEPTHS)	783	LF	$247.00	$193,401.00
9	60" RCP CL. III STORM SEWER (ALL DEPTHS)	608	LF	$422.00	$256,576.00
10	60" GASKETED RCP CL. III STORM SEWER (ALL DEPTHS)	224	LF	$496.00	$111,104.00
11	5' X 5' GASKETED RCB (ALL DEPTHS)	151	LF	$542.00	$81,842.00
12	4' X 4' REINFORCED CONCRETE BOX MANHOLE	1	EA	$5,408.00	$5,408.00
13	4' X 4' REINFORCED CONCRETE BOX MANHOLE (ADD/ALT)	1	EA	$4,977.00	$4,977.00
14	5' X 5' REINFORCED CONCRETE BOX MANHOLE	2	EA	$6,528.00	$13,056.00
15	6' X 6' REINFORCED CONCRETE BOX MANHOLE	2	EA	$8,066.00	$16,132.00
16	7' X 7' REINFORCED CONCRETE BOX MANHOLE	4	EA	$12,618.00	$50,472.00
17	4' DIA MANHOLE	2	EA	$5,194.00	$10,388.00
18	5' DIA MANHOLE	2	EA	$6,417.00	$12,834.00
19	6' DIA MANHOLE	1	EA	$7,698.00	$7,698.00
20	4' X 4' AREA INLET	4	EA	$4,622.00	$18,488.00
21	10' STANDARD STORMWATER CURB INLET	22	EA	$5,860.00	$128,920.00
22	10' STANDARD STORMWATER CURB INLET (ADD/ALT)	2	EA	$5,330.00	$10,660.00
23	CHANNEL B NORTH - 3' WIDE GRASS LINED CHANNEL	713	LF	$20.00	$14,260.00
24	CHANNEL B SOUTH - 3' WIDE GRASS LINED CHANNEL	815	LF	$21.50	$17,522.50
25	CHANNEL C - 4' WIDE GRASS LINED CHANNEL	1,460	LF	$32.50	$47,450.00
26	CHANNEL D - 5' WIDE GRASS LINED CHANNEL	302	LF	$15.50	$4,681.00
27	CHANNEL E - 15' WIDE GRASS LINED CHANNEL	730	LF	$18.00	$13,140.00
28	CHANNEL F - 8' WIDE GRASS LINED CHANNEL	1,134	LF	$18.50	$20,979.00
29	TEMPORARY CHANNEL - 3' WIDE GRASS LINED (ADD/ALT)	379	LF	$16.00	$6,064.00
30	24" HEADWALL W/ DISSIPATORS	1	EA	$6,530.00	$6,530.00
31	24" SET PER TXDOT DETAIL	2	EA	$3,777.00	$7,554.00
32	24" SLOPED HEADWALL (ADD/ALT)	1	EA	$2,870.00	$2,870.00
33	30" SET PER TXDOT DETAIL	4	EA	$4,450.00	$17,800.00
34	36" HEADWALL	1	EA	$7,608.00	$7,608.00
35	48" HEADWALL	1	EA	$12,351.00	$12,351.00
36	48" HEADWALL W/ DISSIPATORS	1	EA	$14,976.00	$14,976.00
37	60" HEADWALL W/ DISSIPATORS	1	EA	$19,812.00	$19,812.00
38	5' X 5' RCB HEADWALL W/ DISSIPATORS	1	EA	$21,979.00	$21,979.00
39	CONCRETE RIPRAP	55	SY	$174.00	$9,570.00
40	ROCK RIPRAP (ADD/ALT)	30	SY	$61.00	$1,830.00
41	WROUGHT IRON FENCE	100	LF	$85.00	$8,500.00
42	WROUGHT IRON FENCE (ADD/ALT)	190	LF	$84.00	$15,960.00
43	TRENCH SAFETY SYSTEM	6,905	LF	$1.00	$6,905.00
44	TRENCH SAFETY SYSTEM (ADD/ALT)	461	LF	$1.00	$461.00
	SUB-TOTAL DRAINAGE IMPROVEMENTS				**$1,716,575.50**

EROSION CONTROL IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	SILT FENCE FOR EROSION CONTROL	15,749	LF	$4.00	$62,996.00
2	SILT FENCE FOR EROSION CONTROL (ADD/ALT)	756	LF	$4.00	$3,024.00
3	INLET PROTECTION	26	EA	$102.00	$2,652.00
4	INLET PROTECTION (ADD/ALT)	2	EA	$100.00	$200.00
5	RESTORATION & REVEGETATION	53,567	SY	$1.90	$101,777.30
6	RESTORATION & REVEGETATION (ADD/ALT)	4,094	SY	$2.00	$8,188.00
7	STABILIZED CONSTRUCTION ENTRANCE	2	EA	$1,244.00	$2,488.00
8	RETAINING WALL (ADD/ALT)	1,144	SF	$24.00	$27,456.00
9	ROCK BERM	150	LF	$28.00	$4,200.00
10	ROCK BERM (ADD/ALT)	16	LF	$28.00	$448.00
11	DEMO EXISTING STRUCTURES	1	LS	$98,145.00	$98,145.00
12	STORMWATER POLLUTION PREVENTION PLAN	1	LS	$1,105.00	$1,105.00
13	TREE PROTECTION	6,573	LF	$4.50	$29,578.50
14	TREE PROTECTION (ADD/ALT)	350	LF	$4.00	$1,400.00
	SUB-TOTAL EROSION CONTROL				**$343,657.80**

CLEARING AND GRADING IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	CLEARING & GRUBBING	39	AC	$2,030.00	$79,170.00
2	CLEARING & GRUBBING (ADD/ALT)	2	AC	$2,011.00	$4,022.00
3	EXCAVATION	38,805	CY	$5.00	$194,025.00
4	EXCAVATION (ADD/ALT)	1,600	CY	$5.00	$8,000.00
5	EMBANKMENT	47,616	CY	$2.15	$102,374.40
6	EMBANKMENT (ADD/ALT)	13,876	CY	$1.75	$24,283.00
7	MATERIALS TESTING	1	LS	$170,261.00	$170,261.00
8	HAUL & PLACE GENERATED SPOILS	94,797	CY	$1.75	$165,894.75
	SUB-TOTAL CLEARING AND GRADING IMPROVEMENTS				**$748,030.15**

PARKLAND IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	TRAILS	1	LS	$750,000.00	$750,000.00
2	COMMON AREA LANDSCAPING	1	LS	$1,000,000.00	$1,000,000.00
3	PARK IMPROVEMENTS	1	LS	$250,000.00	$250,000.00
	SUB-TOTAL PARKLAND IMPROVEMENTS				**$2,000,000.00**

DESIGN AND ENGINEERING

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	DESIGN AND ENGINEERING	1	LS	$1,001,000.00	$1,001,000.00
	SUB-TOTAL SOFT COSTS				**$1,001,000.00**

DISTRICT FORMATION

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	FORMATION OF PID DISTRICT	1	LS	$300,000.00	$300,000.00
	SUB-TOTAL SOFT COSTS				**$300,000.00**

PROJECT MANAGEMENT FEE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	PROJECT MANAGEMENT FEE (4%)	1	LS	$494,226.80	$494,226.80
	SUB-TOTAL TRADITION TRAIL IMPROVEMENTS				**$494,226.80**

SUMMARY

ITEM	DESCRIPTION	GISD (9%)	HEIRLOOM	TOTAL
1	STREET IMPROVEMENTS	$352,608.61	$3,565,264.84	$3,917,873.45
2	SIGNALIZED INTERSECTION	$96,750.00	$978,250.00	$1,075,000.00
3	WASTEWATER IMPROVEMENTS	$124,721.19	$1,261,069.81	$1,385,791.00
4	WATER IMPROVEMENTS	$105,186.78	$1,063,555.22	$1,168,742.00
5	DRAINAGE IMPROVEMENTS	$154,491.80	$1,562,083.71	$1,716,575.50
6	EROSION CONTROL IMPROVEMENTS	$30,929.20	$312,728.60	$343,657.80
7	CLEARING AND GRADING IMPROVEMENTS	$67,322.71	$680,707.44	$748,030.15
8	PARKLAND IMPROVEMENTS	$180,000.00	$1,820,000.00	$2,000,000.00
9	DESIGN AND ENGINEERING	$90,090.00	$910,910.00	$1,001,000.00
10	DISTRICT FORMATION	$0.00	$300,000.00	$300,000.00
11	PROJECT MANAGEMENT FEE	$44,480.41	$449,746.38	$494,226.80
	SUB-TOTAL	$1,246,580.70	$12,904,315.99	**$14,150,896.70**
	12% CONTINGENCY	$144,252.03	$1,494,548.35	**$1,638,800.39**
TOTAL PHASE 1 COSTS W/ CONTINGENCY		**$1,390,832.74**	**$14,398,864.35**	**$15,789,697.08**

Exhibit 9 – Construction Schedule

Heirloom Tract

Major Improvement Area	
	Date of Construction
A. Streets	2026
B. Wastewater	2026
C. Water	2026

Heirloom PID

First Reading of PID Assessment Ordinance

Nick Woolery, Assistant City Manager
September 22, 2026

GEORGETOWN TEXAS

Background

- March 2025 - 1st Council Workshop
- August 2025 - Annexation, Zoning, PID Development Agreement approved, Public Hearing and PID Creation Resolution
- July 2026 - Council Workshop approved usage of up front construction bond funds for all of their Major Improvement Area (MIA) except for the water quality ponds
- September 8, 2026 - Consideration of 1st Amended and Restated Developer Agreement; and Resolution determining the cost of the Major Improvement Area and the proposed assessment roll for Heirloom PID

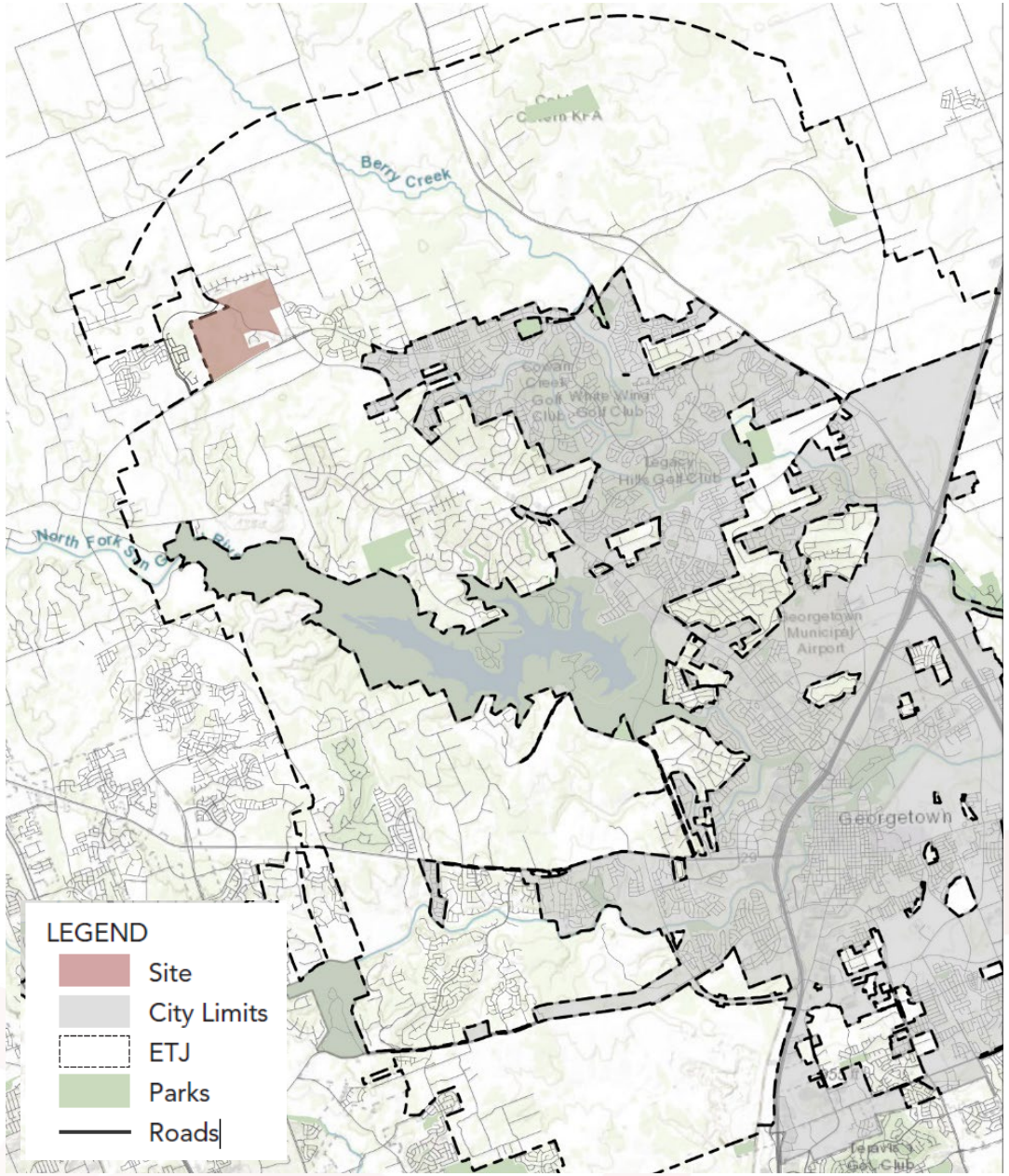
Timeline

- **September 8, 2026**
  - Consider Resolution Approving First Amendment to Development and Construction Agreement
  - Consider Resolution Approving PSAP, Preliminary Assessment Rolls and calling a public hearing on levying assessments
- **September 22, 2026** *we are here*
  - First Reading of Assessment Ordinance
  - Consider Resolution Authorizing Publication of PLOM
  - Consider Resolution Approving PID Construction, Financing and Reimbursement Agreement
- **October 13, 2026**
  - Second Reading of Assessment Ordinance
  - Public Hearing on levying Assessments
  - Consider Assessment Ordinance
  - Consider Bond Ordinance authorizing issuance and sale of bonds
  - Execute Bond Purchase Agreement
  - Execute Developer and City Continuing Disclosure Agreements
  - Execute Indenture

Heirloom Development

Location

- 618.98 acres North of Ronald Reagan Blvd and West of Williams Dr



Assessment Ordinance

This Ordinance levies Assessments on assessed property within the District and approved the following related documents and agreements:

- **Exhibit A: Service and Assessment Plan**

Authorized Improvements

	Improvements
Streets	Heirloom Parkway Collector – 96’ ROW with a 4-lane divided 50’ pavement section and 10’ sidewalks on either side. Collector will continue on the west side of Williams Drive opposite of the existing section of Parmer Ranch Blvd, continue across the site and intersect with CR 248, and then turn south before tying into the planned expanded section of Ronald Reagan Blvd.
Water	Water service will be provided by a 12” waterline to be constructed down Parmer Ranch Blvd and connect to the existing 30” waterline. The northern portion of the site will be served by a proposed 12” line to be connected to an existing 12” line located on the west side of RM 2338. Water to the individual lots will be serviced by proposed 8” and 12” lines located within the public ROW.
Wastewater	The portion of the District that slopes northeast to southwest will gravity via a proposed 12” line into an existing manhole offsite to the existing Nolina lift station. A lift station will be constructed at the northeast corner for the remainder.

Authorized Improvements

	Improvements
Drainage	Trench excavation and embankment, trench safety, piping, manholes, junction boxes, inlets, headwalls, channels, and associated flow structures.
Parkland	Construction of a 10’ wide paved hike and bike trail along with associated benches and lighting.
Landscaping	Code compliant landscaping
Soft Costs	Costs related to land planning, engineering, designing, constructing, and installing improvements. Including City fees, soil testing, survey, inspection fees, and district formation expenses.

Action Requested

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR, AND APPORTIONING THE COSTS OF, CERTAIN IMPROVEMENTS TO PROPERTY IN AND FOR THE HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN THE MAJOR IMPROVEMENT AREA 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.