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 TBPELS 2946

## ENGINEERS PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

**PROJECT:** Bailey Phase One

**DATE:** 7/01/2024

**PREPARED BY:** BW

**BASED ON:** Landplan dates 5/1/2024

### Water Improvements

	Unit	Qty	\$/Unit	Total
8" WATER LINE PVC	LF	3935	\$ 48.00	\$ 188,880.00
12" WATER LINE PVC	LF	4097	\$ 133.04	\$ 545,064.88
24" PVC ENCASEMENT	LF	46	\$ 284.43	\$ 12,978.54
12" GATE VALVE	EA	13	\$ 5,848.81	\$ 76,034.53
8" GATE VALVE	EA	15	\$ 3,433.60	\$ 51,504.00
2" AUTOMATIC FLUSHING VALVE	EA	1	\$ 6,601.16	\$ 6,601.16
12" WET CONNECTION	EA	2	\$ 19,238.98	\$ 38,477.96
SINGLE SERVICE	EA	27	\$ 3,079.09	\$ 83,135.43
DOUBLE SERVICE	EA	47	\$ 3,994.64	\$ 187,748.08
FIRE HYDRANT	EA	18	\$ 8,597.41	\$ 154,753.38
AIR RELEASE VALVE	EA	6	\$ 4,443.61	\$ 26,661.66
TRENCH SAFETY	LF	8032	\$ 1.00	\$ 8,032.00
				<b>\$ 1,379,871.62</b>

### Wastewater Improvements

	Unit	Qty	\$/Unit	Total
8" PVC WASTEWATER LINE ALL DEPTHS	LF	5004	\$ 56.35	\$ 281,975.40
12" PVC WASTEWATER LINE ALL DEPTHS	LF	92	\$ 100.53	\$ 9,248.76
18" PVC WASTEWATER LINE ALL DEPTHS	LF	2428	\$ 244.32	\$ 593,208.96
8" SDR 26 (160 PSI)	LF	60	\$ 48.00	\$ 2,880.00
12" SDR 26 (160 PSI)	LF	80	\$ 98.00	\$ 7,840.00
LIFT STATION	LS	1	\$ 1,000,000.00	\$ 1,000,000.00
18" SDR 26 (160 PSI)	LF	80	\$ 190.00	\$ 15,200.00
12" PCV FORCE MAIN	LF	1292	\$ 90.21	\$ 116,551.32
SINGLE SERVICE	EA	27	\$ 3,204.46	\$ 86,520.42
DOUBLE SERVICE	EA	47	\$ 4,471.82	\$ 210,175.54
STD. 4' WASTEWATER MANHOLE	EA	35	\$ 7,596.28	\$ 265,869.80
5' WASTEWATER MANHOLE	EA	8	\$ 7,500.00	\$ 60,000.00
CONNECT TO EXISTING 6' WASTEWATER MANHOLE	EA	1	\$ 1,500.00	\$ 1,500.00
TRENCH SAFETY	LF	7744	\$ 1.00	\$ 7,744.00
				<b>\$ 2,658,714.20</b>

### Drainage Improvements

	Unit	Qty	\$/Unit	Total
18" RCP CL III	LF	1,999	\$ 82.04	\$ 163,997.96
24" RCP CL III	LF	1,478	\$ 102.63	\$ 151,687.14

30" RCP CL III	LF	1,200	\$	131.41	\$	157,692.00
36" RCP CL III	LF	782	\$	174.64	\$	136,568.48
42" RCP CL III	LF	1,963	\$	223.32	\$	438,377.16
48" RCP CL III	LF	1,177	\$	268.83	\$	316,412.91
4' x 4' BOX MANHOLE	EA	3	\$	3,822.40	\$	11,467.20
5' x 5' BOX MANHOLE	EA	5	\$	5,159.85	\$	25,799.25
6' x 6' BOX MANHOLE	EA	8	\$	7,487.48	\$	59,899.84
7' x 7' BOX MANHOLE	EA	2	\$	10,300.00	\$	20,600.00
10' CURB INLET	EA	39	\$	4,526.41	\$	176,529.99
4'X4' AREA INLET	EA	2	\$	1,427.56	\$	2,855.12
30" HEADWALL COA 508S-13 W/ ENERGY DISSIPATORS	EA	1	\$	3,833.78	\$	3,833.78
42" HEADWALL COA 508S-13 W/ ENERGY DISSIPATORS (Armbruster Bypass Line)	EA	1	\$	8,943.00	\$	8,943.00
54" HEADWALL COA 508S-13 W/ ENERGY DISSIPATORS	EA	1	\$	12,696.53	\$	12,696.53
24" 3:1 SAFETY END TREATMENT TXDOT DETAIL SETP-PD	EA	1	\$	4,386.33	\$	4,386.33
48" 4:1 SAFETY END TREATMENT TXDOT DETAIL SETP-PD (Armbruster Bypass Line)	EA	1	\$	8,956.45	\$	8,956.45
ROCK RIP RAP	SY	400	\$	223.71	\$	89,484.00
GRASS-LINED CHANNEL, TRIANGULAR WITH 3:1 SIDE SLOPES, INCLUDING REVEGETATION	LF	1,300	\$	144.20	\$	187,460.00
GRASS-LINED SWALE, TRAPEZOIDAL WITH 3:1 SIDE SLOPES W/ BERM, INCLUDING REVEGETATION	LF	300	\$	111.21	\$	33,363.00
TRENCH SAFETY	LF	10,894	\$	1.00	\$	10,893.97
BIOFILTRATION POND W/ OUTFALL STRUCTURES	LS	3	\$	467,195.00	\$	1,401,585.00
ENGINEERED VEGETATIVE FILTER STRIP	SY	1,004	\$	38.46	\$	38,594.61
						\$ 3,462,083.72

## Street Improvements

	Unit	Qty	\$/Unit	Total
SUBGRADE PREPARATION	SY	30836	\$ 3.88	\$ 119,644.97
2" HMAC	SY	12024	\$ 17.96	\$ 215,951.04
3" HMAC	SY	6386	\$ 27.38	\$ 174,839.55
3.5" HMAC	SY	5333	\$ 31.57	\$ 168,373.33
8" CRUSHED LIMESTONE BASE	SY	16477	\$ 10.92	\$ 179,932.48
12" CRUSHED LIMESTONE BASE	SY	8386	\$ 16.71	\$ 140,124.49
16" CRUSHED LIMESTONE BASE	SY	5973	\$ 22.68	\$ 135,475.20
8" LIME STABILIZED SUBGRADE	SY	5000	\$ 17.91	\$ 89,550.00
TENSAR TX 130	SY	5000	\$ 4.18	\$ 20,900.00
SIGNAGE AND STRIPING	LS	1	\$ 38,055.51	\$ 38,055.51
CURB AND GUTTER	LF	15456	\$ 17.31	\$ 267,543.36
CONCRETE SIDEWALK	SF	8660	\$ 11.96	\$ 103,573.60
SIDEWALK RAMP WITH PAVERS (TYPE I)	EA	22	\$ 1,731.10	\$ 38,084.20
INSTALL STREET END BARRICADE	EA	10	\$ 537.24	\$ 5,372.40
REMOVE STREET END BARRICADE	EA	7	\$ 298.47	\$ 2,089.29
TYPE II DRIVEWAY	EA	2	\$ 3,880.05	\$ 7,760.10
CONCRETE VALLEY GUTTER	EA	2	\$ 6,625.93	\$ 13,251.86
				<b>\$ 1,720,521.39</b>

**Erosion Control**

	<i>Unit</i>	<i>Qty</i>	<i>\$/Unit</i>	<i>Total</i>
SILT FENCE	LF	4280	\$ 3.63	\$ 15,536.40
INLET PROTECTION	EA	39	\$ 143.26	\$ 5,587.14
REVEGETATION (EXCLUDING CHANNELS)	SY	36541	\$ 1.85	\$ 67,600.85
DIVERSION DIKE, COA 622S-1	LF	530	\$ 21.37	\$ 11,326.10
				<b>\$ 100,050.49</b>

**Clearing/Excavation/Grading Improvements**

	<i>Unit</i>	<i>Qty</i>	<i>\$/Unit</i>	<i>Total</i>
CLEARING/GRUBBING	AC	55	\$ 3,574.55	\$ 196,600.25
STABILIZED CONSTRUCTION ENTRANCE	EA	1	\$ 3,760.66	\$ 3,760.66
EXCAVATION	CY	52049	\$ 6.57	\$ 341,961.93
EMBANKMENT	CY	18801	\$ 6.57	\$ 123,522.57
HAUL EXCAVATED MATERIAL TO STOCKPILE	CY	33248	\$ 9.85	\$ 327,492.80
DEMOLITION EXISTING ROADS AND STRUCTURES	LS	1	\$ 227,617.87	\$ 227,617.87
OFFSITE ROAD COSTS	LS	1	\$ 145.00	\$ 145.00
STAKING	LS	1	\$ 55,575.00	\$ 55,575.00
				<b>\$ 1,276,676.08</b>

**Soft Costs**

	<i>Unit</i>	<i>Qty</i>	<i>\$/Unit</i>	<i>Total</i>
			Total PID Eligible Soft Costs	\$ 1,316,878.25

SUBTOTAL	\$	10,597,917.50
CONTINGENCY	\$	1,164,730.48
<b>GRAND TOTAL (W/O Soft Costs)</b>	<b>\$</b>	<b>11,762,647.98</b>
<b>PID Eligible Total</b>	<b>\$</b>	<b>13,079,526.23</b>





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## ENGINEERS PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

**PROJECT:** Bailey Phase Two

**DATE:** 7/01/2024

**PREPARED BY:** BW

**BASED ON:** Landplan dates 5/1/2024

### Water Improvements

	Unit	Qty	\$/Unit	Total
8" WATER LINE PVC	LF	6092	\$ 48.00	\$ 292,416.00
12" WATER LINE PVC	LF	623	\$ 133.04	\$ 82,883.92
12" GATE VALVE	EA	5	\$ 5,848.81	\$ 29,244.05
8" GATE VALVE	EA	19	\$ 3,433.60	\$ 65,238.40
2" AUTOMATIC FLUSHING VALVE	EA	1	\$ 6,601.16	\$ 6,601.16
12" WET CONNECTION	EA	2	\$ 19,238.98	\$ 38,477.96
SINGLE SERVICE	EA	14	\$ 3,079.09	\$ 43,107.26
DOUBLE SERVICE	EA	58	\$ 3,994.64	\$ 231,689.12
FIRE HYDRANT	EA	17	\$ 8,597.41	\$ 146,155.97
AIR RELEASE VALVE	EA	3	\$ 4,443.61	\$ 13,330.83
TRENCH SAFETY	LF	6715	\$ 1.00	\$ 6,715.00
				<b>\$ 955,859.67</b>

### Wastewater Improvements

	Unit	Qty	\$/Unit	Total
8" PVC WASTEWATER LINE ALL DEPTHS	LF	5324	\$ 56.35	\$ 300,007.40
12" PVC WASTEWATER LINE ALL DEPTHS	LF	960	\$ 100.53	\$ 96,508.80
8" SDR 26 (160 PSI)	LF	60	\$ 48.00	\$ 2,880.00
12" SDR 26 (160 PSI)	LF	80	\$ 98.00	\$ 7,840.00
SINGLE SERVICE	EA	14	\$ 3,204.46	\$ 44,862.44
DOUBLE SERVICE	EA	58	\$ 4,471.82	\$ 259,365.56
STD. 4' WASTEWATER MANHOLE	EA	28	\$ 7,596.28	\$ 212,695.84
5' WASTEWATER MANHOLE	EA	1	\$ 7,500.00	\$ 7,500.00
TRENCH SAFETY	LF	6424	\$ 1.00	\$ 6,424.00
				<b>\$ 938,084.04</b>

### Drainage Improvements

	Unit	Qty	\$/Unit	Total
18" RCP CL III	LF	2,464	\$ 82.04	\$ 202,146.56
24" RCP CL III	LF	898	\$ 102.63	\$ 92,161.74
30" RCP CL III	LF	1,317	\$ 131.41	\$ 173,066.97
36" RCP CL III	LF	536	\$ 174.64	\$ 93,607.04
48" RCP CL III	LF	153	\$ 268.83	\$ 41,130.99
4' x 4' BOX MANHOLE	EA	8	\$ 3,822.40	\$ 30,579.20
5' x 5' BOX MANHOLE	EA	2	\$ 5,159.85	\$ 10,319.70
7' x 7' BOX MANHOLE	EA	2	\$ 10,300.00	\$ 20,600.00

10' CURB INLET	EA	30	\$	4,526.41	\$	135,792.30
30" HEADWALL COA 508S-13 W/ ENERGY DISSIPATORS	EA	1	\$	3,833.78	\$	3,833.78
42" HEADWALL COA 508S-13 W/ ENERGY DISSIPATORS (Armbruster Bypass Line)	EA	1	\$	8,943.00	\$	8,943.00
54" HEADWALL COA 508S-13 W/ ENERGY DISSIPATORS	EA	1	\$	12,696.53	\$	12,696.53
24" 3:1 SAFETY END TREATMENT TXDOT DETAIL SETP-PD	EA	1	\$	4,386.33	\$	4,386.33
48" 4:1 SAFETY END TREATMENT TXDOT DETAIL SETP-PD (Armbruster Bypass Line)	EA	1	\$	8,956.45	\$	8,956.45
ROCK RIP RAP	SY	400	\$	223.71	\$	89,484.00
GRASS-LINED CHANNEL, TRIANGULAR WITH 3:1 SIDE SLOPES, INCLUDING REVEGETATION	LF	1,250	\$	144.20	\$	180,250.00
GRASS-LINED SWALE, TRAPEZOIDAL WITH 3:1 SIDE SLOPES W/ BERM, INCLUDING REVEGETATION	LF	300	\$	111.21	\$	33,363.00
TRENCH SAFETY	LF	10,894	\$	1.00	\$	10,893.97
BIOFILTRATION POND W/ OUTFALL STRUCTURES	LS	1	\$	467,195.00	\$	467,195.00
ENGINEERED VEGETATIVE FILTER STRIP	SY	1,004	\$	38.46	\$	38,594.61
						\$ 1,658,001.17

## Street Improvements

**Erosion Control**

	<i>Unit</i>	<i>Qty</i>	<i>\$/Unit</i>	<i>Total</i>
SILT FENCE	LF	2628	\$ 3.63	\$ 9,539.64
INLET PROTECTION	EA	30	\$ 143.26	\$ 4,297.80
REVEGETATION (EXCLUDING CHANNELS)	SY	32448	\$ 1.85	\$ 60,028.80
DIVERSION DIKE, COA 622S-1	LF	530	\$ 21.37	\$ 11,326.10
				<b>\$ 85,192.34</b>

**Clearing/Excavation/Grading Improvements**

	<i>Unit</i>	<i>Qty</i>	<i>\$/Unit</i>	<i>Total</i>
CLEARING/GRUBBING	AC	35	\$ 3,574.55	\$ 125,109.25
STABILIZED CONSTRUCTION ENTRANCE	EA	1	\$ 3,760.66	\$ 3,760.66
EXCAVATION	CY	39470	\$ 6.57	\$ 259,317.90
EMBANKMENT	CY	4931	\$ 6.57	\$ 32,396.67
HAUL EXCAVATED MATERIAL TO STOCKPILE	CY	34539	\$ 9.85	\$ 340,209.15
DEMOLITION EXISTING ROADS AND STRUCTURES	LS	1	\$ 227,617.87	\$ 227,617.87
				<b>\$ 988,411.50</b>

**Soft Costs**

	<i>Unit</i>	<i>Qty</i>	<i>\$/Unit</i>	<i>Total</i>
			Total PID Eligible Soft Costs	\$ 1,316,878.25
			SUBTOTAL	\$ 6,323,867.69
			CONTINGENCY	\$ 696,665.89
			<b>GRAND TOTAL</b>	<b>\$ 7,020,533.58</b>
			<b>PID Eligible Total</b>	<b>\$ 8,337,411.82</b>

## MAJOR IMPROVEMENT - FM 967 ROUNDABOUT OPC

ITEM #	BID CODE	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	6001	PREPARING ROW	5.5	AC	\$ 9,300.00	\$ 51,150.00
104	6015	REMOVING CONC (SIDEWALKS)	775	SY	\$ 34.00	\$ 26,350.00
104	6017	REMOVING CONC (DRIVEWAYS)	92	SY	\$ 29.00	\$ 2,668.00
104	6022	REMOVING CONC (CURB AND GUTTER)	1,390	LF	\$ 22.00	\$ 30,580.00
106	6002	OBLITERATING ABANDONED ROAD	5,585	SY	\$ 12.50	\$ 69,812.50
110	6001	EXCAVATION (ROADWAY)	9,343	CY	\$ 15.00	\$ 140,145.00
110	6002	EXCAVATION (CHANNEL)	812	CY	\$ 34.00	\$ 27,608.00
132	6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	4,217	CY	\$ 65.00	\$ 274,105.00
247	6366	FL BS (CMP IN PLACE)(TY A GR 5)(FNAL POS)	2,816	CY	\$ 72.00	\$ 202,752.00
310	6009	PRIME COAT (MC-30)	564	GAL	\$ 9.25	\$ 5,217.00
340	6011	D-GR HMA(SQ) TY-B PG64-22	1,410	TON	\$ 170.00	\$ 239,700.00
340	6136	D-GR HMA(SQ) TY-D SAC-B PG76-22	1,126	TON	\$ 170.00	\$ 191,420.00
401	6001	FLOWABLE BACKFILL	343	CY	\$ 220.00	\$ 75,460.00
402	6001	TRENCH EXCAVATION PROTECTION	830	LF	\$ 1.00	\$ 830.00
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	0	LF	\$ -	\$ -
432	6001	RIPRAP (CONC) (4 IN)	0	CY	\$ -	\$ -
432	6045	RIPRAP (MOW STRIP)(4 IN)	15	CY	\$ 965.00	\$ 14,475.00
432	6002	RIPRAP (CONC)(5 IN)	81	CY	\$ 800.00	\$ 64,800.00
450	6052	RAIL(HANDRAIL)(TY F)	299	LF	\$ 50.00	\$ 14,950.00
462	6003	CONC BOX CULV (4 FT X 2 FT)	460	LF	\$ 400.00	\$ 184,000.00
462	6006	CONC BOX CULV (5 FT X 2 FT)	189	LF	\$ 465.00	\$ 87,885.00
464	6002	RC PIPE (CL III)(15 IN)	32	LF	\$ 86.60	\$ 2,771.20
465	6163	INLET (COMP)(TY H)	1	EA	\$ 6,930.00	\$ 6,930.00
465	6233	INLET (COMP)(TY SIDEWALK BRIDGE)	5	EA	\$ 18,050.00	\$ 90,250.00
466	6179	WINGWALL (PW-1)(HW = 4 FT)	4	EA	\$ 25,550.00	\$ 102,200.00
467	6142	SET (TY I)(S= 4 FT)(HW= 3 FT)(6:1) (P)	2	EA	\$ 19,950.00	\$ 39,900.00
481	6011	PIPE (PVC) (SCH 4-) (4 IN)	408	LF	\$ 20.30	\$ 8,282.40
481	6013	PIPE (PVC) (SCH 40) (6 IN)	68	LF	\$ 63.30	\$ 4,304.40
500	6001	MOBILIZATION	1	LS	\$ 65,000.00	\$ 65,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	12	MO	\$ 10,000.00	\$ 120,000.00
506	6002	ROCK FILTER DAMS (INSTALL)(TY2)	155	LF	\$ 47.50	\$ 7,362.50
506	6011	ROCK FILTER DAMS (REMOVE)	155	LF	\$ 22.90	\$ 3,549.50
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	4,415	LF	\$ 3.95	\$ 17,439.25
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	4,415	LF	\$ 0.75	\$ 3,311.25
506	6040	BIODEG EROSN CONT LOGS (INSTL)(8")	54	LF	\$ 11.10	\$ 599.40
506	6043	BIODEG EROSN CONT LOGS (REMOVE)	54	LF	\$ 3.90	\$ 210.60
512	6009	PORT CTB (FUR & INST) (LOW PROF) (TY 1)	1,160	LF	\$ 65.00	\$ 75,400.00
512	6010	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	80	LF	\$ 75.00	\$ 6,000.00
512	6033	PORT CTB (MOVE) (LOW PROF) (TY 1)	740	LF	\$ 5.50	\$ 4,070.00
512	6034	PORT CTB (MOVE) (LOW PROF) (TY 2)	40	LF	\$ 6.70	\$ 268.00
512	6057	PORT CTB (REMOVE) (LOW PROF) (TY 1)	1,155	LF	\$ 7.80	\$ 9,009.00
512	6058	PORT CTB (REMOVE) (LOW PROF) (TY 2)	80	LF	\$ 11.15	\$ 892.00
529	6001	CONC CURB (TY I)	410	LF	\$ 20.00	\$ 8,200.00
529	6002	CONC CURB (TY II)	2,775	LF	\$ 21.00	\$ 58,275.00
529	6038	CONC CURB (RIBBON)	950	LF	\$ 19.00	\$ 18,050.00
530	6004	DRIVEWAYS (CONC)	92	SY	\$ 107.00	\$ 9,844.00
531	6001	CONC SIDEWALKS (4")	855	SY	\$ 41.00	\$ 35,055.00
531	6005	CURB RAMPS (TY 2)	1	EA	\$ 1,285.00	\$ 1,285.00
531	6006	CURB RAMPS (TY 3)	1	EA	\$ 1,285.00	\$ 1,285.00
531	6016	CURB RAMPS (TY 21)	1	EA	\$ 1,285.00	\$ 1,285.00
536	6002	CONC MEDIAN	785	SY	\$ 97.00	\$ 76,145.00

ITEM #	BID CODE	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
540	6001	MTL W-BEAM GD FEN (TIM POST)	300	LF	\$ 55.90	\$ 16,770.00
542	6001	REMOVE METAL BEAM GUARD FENCE	300	LF	\$ 16.75	\$ 5,025.00
544	6001	GUARDRAIL END TREATMENT (INSTALL)	2	EA	\$ 7,269.00	\$ 14,538.00
544	6003	GUARDRAIL END TREATMENT (REMOVE)	2	EA	\$ 1,397.00	\$ 2,794.00
610	6218	IN RD IL (TY SA) 40T-12 (250W EQ) LED	7	EA	\$ 6,550.00	
610	6219	IN RD IL (TY SA) 40T-12-12 (250W EQ) LED	1	EA	\$ 8,975.00	
618	6023	CONT (PVC) (SCH 40) (2")	1,394	LF	\$ 6.00	
618	6047	CONT (PVC) (SCH 40) (2") (BORE)	1,394	LF	\$ 12.00	
620	6003	ELEC CONDR (NO. 12) BARE	0	LF	\$ -	
620	6004	ELEC CONDR (NO. 12) INSULATED	0	LF	\$ -	
624	6008	GROUND BOX TY C (162911)W/APRON	3	EA	\$ 975.00	
628	6034	ELC SRV TY A 240/480 060(NS)AL(E)SP(U)	0	EA	\$ -	
636	6001	ALUMINUM SIGNS	299	SF	\$ 27.95	\$ 8,357.05
644	6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	15	EA	\$ 950.00	\$ 14,250.00
644	6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	7	EA	\$ 1,060.00	\$ 7,420.00
644	6005	IN SM RD SN SUP&AM TY10BWG(1)SA(T-2EXT)	3	EA	\$ 1,500.00	\$ 4,500.00
644	6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	3	EA	\$ 1,110.00	\$ 3,330.00
644	6033	IN SM RD SN SUP&AM TYS80(1)SA(U)	2	EA	\$ 1,230.00	\$ 2,460.00
644	6076	REMOVE SM RD SN SUP&AM	7	EA	\$ 220.00	\$ 1,540.00
658	6045	INSTL OM ASSM (OM-1)(FLX)GND	3	EA	\$ 195.00	\$ 585.00
662	6063	WK ZN PAV MRK REMOV (W) 4"(SLD)	10036	LF	\$ 2.23	\$ 22,380.28
662	6095	WK ZN PAV MRK REMOV (Y) 4" (SLD)	7,120	LF	\$ 2.23	\$ 15,877.60
666	6006	REFL PAV MRK TY I (W) 4" (DOT) (100MIL)	62	LF	\$ 1.63	\$ 101.06
666	6036	REFL PAV MRK TY I (W) 8"(SLD)(100MIL)	1057	LF	\$ 2.23	\$ 2,357.11
666	6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	60	LF	\$ 11.15	\$ 669.00
666	6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	6	EA	\$ 223.65	\$ 1,341.90
666	6057	REFL PAV MRK TY I (W) (DBL ARROW) (100MIL)	4	EA	\$ 335.50	\$ 1,342.00
666	6078	REFL PAV MRK TY I (W) (WORD) (100MIL)	5	EA	\$ 335.50	\$ 1,677.50
666	6099	REFL PAV MRK TY I (W) 18" (YLD TRI) (100MIL)	28	EA	\$ 55.90	\$ 1,565.20
666	6147	REFL PAV MRK TY I (Y) 24" (SLD) (100MIL)	700	LF	\$ 11.15	\$ 7,805.00
666	6168	REFL PAV MRK TY II (W) 4" (DOT)	62	LF	\$ 1.05	\$ 65.10
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	2250	LF	\$ 0.73	\$ 1,642.50
666	6178	REFL PAV MRK TY II (W) 8" (SLD)	955	LF	\$ 1.40	\$ 1,337.00
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	60	LF	\$ 4.35	\$ 261.00
666	6184	REFL PAV MRK TY II (W) (ARROW)	6	EA	\$ 111.80	\$ 670.80
666	6185	REFL PAV MRK TY II (W) (DBL ARROW)	4	EA	\$ 167.75	\$ 671.00
666	6192	REFL PAV MRK TY II (W) (WORD)	5	EA	\$ 167.75	\$ 838.75
666	6198	REFL PAV MRK TY II (W) 18" (YLD TRI)	28	EA	\$ 27.95	\$ 782.60
666	6205	REFL PAV MRK TY II (Y) 4" (BRK)	380	LF	\$ 0.80	\$ 304.00
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	4500	LF	\$ 0.73	\$ 3,285.00
666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	700	LF	\$ 4.35	\$ 3,045.00
666	6303	RE PM W/RET REQ TY I (W) 4"(SLD)(100MIL)	2,250	LF	\$ 1.10	\$ 2,475.00
666	6312	RE PM W/RET REQ TY I (Y) 4"(BRK)(100MIL)	380	LF	\$ 1.18	\$ 448.40
666	6315	RE PM W/RET REQ TY I (Y) 4"(SLD)(100MIL)	4500	LF	\$ 1.08	\$ 4,860.00
666	6350	REFL PAV MRK TY I (W) 12" (DOT) (100MIL)	50	LF	\$ 5.60	\$ 280.00
666	6351	REFL PAV MRK TY II (W) 12" (DOT)	50	LF	\$ 2.50	\$ 125.00
672	6009	REFL PAV MRKR TY II-A-A	70	EA	\$ 8.90	\$ 623.00
5001	6002	GEOGRID BASE REINFORCEMENT (TY II)	11262	SY	\$ 2.24	\$ 25,226.88

COA						
505S-B		ENCASEMENT PIPE 24" DIA., STEEL	194	LF	\$ 363.00	\$ 70,422.00
		EROSION CONTROL	1	LS	\$ 140,000.00	\$ 140,000.00
						\$ 2,875,129.73

ALL PRICING INCLUDES ACCESS TO ONSITE WATER

DELAYS CAUSED BY CONTRACTORS DIRECT TO OWNER

SUM OF ALL IMPROVEMENTS	\$ 2,875,129.73
Contingency	\$ 431,269.46
PID Eligible Soft Costs	\$ 231,023.90
PID Eligible Total	\$ 3,537,423.09

<b>Project:</b>	Persimmon - FM1626/SH45, Lewis Ln and Marathon Pkwy				
<b>COUNTY:</b>	Hays				
<b>LJA Project No</b>	5653-2401				
<b>LIMITS:</b>	FM 1626 from Lewis Ln to SH 45	<b>FM 1626/SH 45/Marathon Pkwy</b> <b>OPINION OF PROBABLE COST ESTIMATE</b> <b>TXDOT OPC</b>			
<b>LENGTH (FT):</b>	3168				
<b>ESTIMATE BY:</b>	Cody Moczygemba				
<b>DATE:</b>	9/16/2024				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>EST. QTY.</b>	<b>PROJECT UNIT COST</b>	<b>AMOUNT</b>
<b>TRAFFIC CONTROL</b>					
1	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	8	\$7,000.00	\$56,000.00
2	CONSTRUCTING DETOURS	SY	500	\$100.00	\$50,000.00
3	PORT CTB (FUR & INST)(SGL SLOPE)(TY I)	LF	2,200	\$70.00	\$154,000.00
4	PORT CTB (MOVE)(SGL SLOPE)(TY I)	LF	1,400	\$17.00	\$23,800.00
5	PORT CTB (REMOVE)(SGL SLOPE)(TY I)	LF	2,200	\$25.00	\$55,000.00
6	CRASH CUSH ATTEN (INSTL)(S)(N)(70)	EA	5	\$10,000.00	\$50,000.00
7	CRASH CUSH ATTEN (RESET)(S)(N)(70)	EA	5	\$10,000.00	\$50,000.00
<b>SUBTOTAL</b>					<b>\$438,800.00</b>
<b>REMOVALS</b>					
8	REMOVING CONC (MEDIANS)	SY	330	\$70.00	\$23,100.00
9	REMOVING CONCRETE MOW STRIP	LF	120	\$15.00	\$1,800.00
10	REMOV STAB BASE & ASPH PAV (8"-14")	SY	500	\$17.00	\$8,500.00
11	REMOV STR (INLET)	EA	2	\$1,650.00	\$3,300.00
12	REMOV STR (SET)	EA	2	\$900.00	\$1,800.00
13	REMOV STR (PIPE)	LF	20	\$25.00	\$500.00
14	REMOV STR (DRIVEWAY CULVERT)	EA	1	\$2,100.00	\$2,100.00
15	REMOVE METAL BEAM GUARD FENCE	LF	200	\$6.00	\$1,200.00
16	REMOVE SM RD SN SUP&AM	EA	4	\$175.00	\$700.00
<b>SUBTOTAL</b>					<b>\$43,000.00</b>
<b>ROADWAY ITEMS</b>					
17	PREPARING RIGHT OF WAY	STA	36	\$5,000.00	\$180,000.00
18	EXCAVATION (ROADWAY)	CY	1,200	\$36.00	\$43,200.00
19	EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	1,500	\$60.00	\$90,000.00
20	FL BS (CMP IN PLACE)(TY A GR 5)(FINAL POS)	CY	1,400	\$150.00	\$210,000.00
21	PRIME COAT (MULTI OPTION)	GAL	590	\$15.00	\$8,850.00
22	RIPRAP (MOW STRIP)(5 IN)	CY	12	\$610.00	\$7,320.00
23	CONC CURB & GUTTER TY 1	LF	600	\$45.00	\$27,000.00
24	CONC SIDEWALKS (5")	SY	2,300	\$130.00	\$299,000.00
25	PEDESTRIAN HANDRAILS	LF	500	\$230.00	\$115,000.00
26	MTL W-BEAM GD FEN (STEEL POST)	LF	200	\$45.00	\$9,000.00
27	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	2	\$2,400.00	\$4,800.00
28	5" D-GR HMA TY-B PG64-22	TON	810	\$140.00	\$113,400.00
29	2" D-GR HMA TY-C SAC-B PG70-22	TON	325	\$135.00	\$43,875.00
30	TACK COAT	GAL	234	\$6.00	\$1,401.60
31	1.5" PFC - C PG76-22 SAC-A	TON	300	\$200.00	\$60,000.00
<b>Subtotal</b>					<b>\$1,212,846.60</b>

<b>Project:</b>	Persimmon - FM1626/SH45, Lewis Ln and Marathon Pkwy				
<b>COUNTY:</b>	Hays				
<b>LJA Project No</b>	5653-2401				
<b>LIMITS:</b>	FM 1626 from Lewis Ln to SH 45	<b>FM 1626/SH 45/Marathon Pkwy</b> <b>OPINION OF PROBABLE COST ESTIMATE</b>			
<b>LENGTH (FT):</b>	3168				
<b>ESTIMATE BY:</b>	Cody Moczygemba				
<b>DATE:</b>	9/16/2024				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>EST. QTY.</b>	<b>PROJECT UNIT COST</b>	<b>AMOUNT</b>
<b>DRAINAGE ITEMS</b>					
32	RIPRAP (CONC) (5 IN)	CY	20	\$760.00	\$15,200.00
33	RC PIPE (CL III)(18 IN)	LF	50	\$120.00	\$6,000.00
34	RC PIPE (CL III)(24 IN)	LF	50	\$200.00	\$10,000.00
35	RC PIPE (CL III)(36 IN)	LF	50	\$230.00	\$11,500.00
36	INLET (COMP)(PAZD)(RG)4FT X 4FT	EA	3	\$11,000.00	\$33,000.00
<b>Subtotal</b>					<b>\$75,700.00</b>
<b>MISC ITEMS</b>					
37	EROSION CONTROL ITEMS	LS	1	\$100,000.00	\$100,000.00
38	ROADSIDE SMALL SIGNS	LS	1	\$13,500.00	\$13,500.00
39	OVERHEAD SIGN BRIDGE	EA	1	\$175,000.00	\$175,000.00
40	DELINEATORS AND OBJECT MARKERS	EA	60	\$115.00	\$6,900.00
41	PAVEMENT MARKINGS	LS	1	\$15,000.00	\$15,000.00
42	UNDERBRIDGE PED LIGHTING	EA	4	\$4,000.00	\$16,000.00
43	RELOCATE EXISTING ITS HARDWARE	LS	1	\$25,000.00	\$25,000.00
44	RELOCATE EXISTING ILLUMINATION ASSEMBLIES	EA	6	\$4,000.00	\$24,000.00
<b>Subtotal</b>					<b>\$375,400.00</b>
<b>TRAFFIC SIGNAL ITEMS</b>					
45	SIGNAL AT LAKEWOOD DR	LS	1	\$350,000.00	\$350,000.00
46	SIGNAL AT LEWIS LN	LS	1	\$350,000.00	\$350,000.00
47	SIGNAL AND ADJUSTMENTS AT SH 45/FM1626	LS	1	\$150,000.00	\$150,000.00
<b>Subtotal</b>					<b>\$850,000.00</b>
<b>MISCELLANEOUS ITEMS</b>					
48	TOTAL MOBILIZATION PAYMENT (10%)	LS			\$ 299,575.00
<b>Construction Subtotal</b>					<b>\$ 3,295,321.60</b>
	SOFT COSTS	LS			\$540,756.22
	CONTINGENCY	LS			\$494,298.24
<b>PROJECT TOTAL (ROUNDED)</b>					<b>\$4,330,376</b>



<b>Project:</b>	Persimmon - 1626 Connector Road				
<b>COUNTY:</b>	Hays				
<b>LJA Project No</b>	5653-2401				
<b>LIMITS:</b>	FM 1626 from Lewis Ln to SH 45	<b>FM 1626 CONNECTOR ROAD</b> <b>OPINION OF PROBABLE COST ESTIMATE</b>			
<b>LENGTH (FT):</b>	8153				
<b>ESTIMATE BY:</b>	Cody Moczygemba				
<b>DATE:</b>	11/7/2024				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>EST. QTY.</b>	<b>PROJECT UNIT COST</b>	<b>AMOUNT</b>
<b>TRAFFIC CONTROL</b>					
1	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	12	\$7,000.00	\$84,000.00
				<b>SUBTOTAL</b>	<b>\$84,000.00</b>
<b>REMOVALS</b>					
2	REMOVING CONCRETE MOW STRIP	LF	250	\$15.00	\$3,750.00
3	REMOV STAB BASE & ASPH PAV (2"-6")	SY	1,200	\$30.00	\$36,000.00
4	REMOV STR (SET)	EA	2	\$800.00	\$1,600.00
5	REMOV CONC (RIPRAP)	SY	75	\$65.00	\$4,875.00
6	REMOV STR (PIPE)	LF	275	\$43.00	\$11,825.00
7	REMOVE METAL BEAM GUARD FENCE	LF	250	\$6.00	\$1,500.00
8	GUARDRAIL END TREATMENT (REMOVE)	EA	2	\$325.00	\$650.00
9	REMOVE SM RD SN SUP&AM	EA	4	\$175.00	\$700.00
10	OBLITERATE ABANDONED ROAD	SY	2,075	\$14.00	\$29,050.00
				<b>SUBTOTAL</b>	<b>\$89,950.00</b>
<b>ROADWAY ITEMS</b>					
11	PREPARING RIGHT OF WAY	STA	82	\$5,000.00	\$410,000.00
12	EXCAVATION (ROADWAY)	CY	24,000	\$35.00	\$840,000.00
13	EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	30,000	\$65.00	\$1,950,000.00
14	FL BS (CMP IN PLACE)(TY A GR 5)(FINAL POS)	CY	11,800	\$130.00	\$1,534,000.00
15	PRIME COAT (MULTI OPTION)	GAL	2,960	\$12.00	\$35,520.00
16	RETAINING WALL	SF	15,000	\$110.00	\$1,650,000.00
17	RIPRAP (MOW STRIP)(5 IN)	CY	40	\$600.00	\$24,000.00
18	CONC CURB & GUTTER (TY II)	LF	13,700	\$65.00	\$890,500.00
19	DRIVEWAYS (ACP)	SY	720	\$110.00	\$79,200.00
20	CONC SIDEWALKS (5")	SY	8,100	\$125.00	\$1,012,500.00
21	PEDESTRIAN HANDRAILS	LF	1,500	\$230.00	\$345,000.00
22	PED RAMPS	EA	4	\$2,200.00	\$8,800.00
23	MTL W-BEAM GD FEN (STEEL POST)	LF	700	\$45.00	\$31,500.00
24	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	2	\$2,350.00	\$4,700.00
25	GUARDRAIL END TREATMENT (INSTALL)	EA	8	\$3,400.00	\$27,200.00
26	D-GR HMA TY-B PG64-22 (6")	TON	9,496	\$170.00	\$1,614,277.50
27	D-GR HMA TY-D PG76-22 (2")	TON	3,165	\$135.00	\$427,308.75
28	TACK COAT	GAL	4,604	\$6.00	\$27,624.00
				<b>Subtotal</b>	<b>\$10,912,130.25</b>

<b>Project:</b>	Persimmon - 1626 Connector Road				
<b>COUNTY:</b>	Hays				
<b>LJA Project No</b>	5653-2401				
<b>LIMITS:</b>	FM 1626 from Lewis Ln to SH 45	<b>FM 1626 CONNECTOR ROAD</b> <b>OPINION OF PROBABLE COST ESTIMATE</b>			
<b>LENGTH (FT):</b>	8153				
<b>ESTIMATE BY:</b>	Cody Moczygemba				
<b>DATE:</b>	11/7/2024				
ITEM	DESCRIPTION	UNITS	EST. QTY.	PROJECT UNIT COST	AMOUNT
<b>DRAINAGE ITEMS</b>					
29	WQ PONDS	CY	6,500	\$50.00	\$325,000.00
30	RIPRAP (CONC) (5 IN)	CY	60	\$760.00	\$45,600.00
31	RC PIPE (CL III)(18 IN)	LF	2,000	\$120.00	\$240,000.00
32	RC PIPE (CL III)(24 IN)	LF	4,000	\$200.00	\$800,000.00
33	RC PIPE (CL III)(36 IN)	LF	900	\$230.00	\$207,000.00
34	10' CURB INLET	EA	60	\$8,000.00	\$480,000.00
35	PRECAST MANHOLE (5')	EA	25	\$10,000.00	\$250,000.00
36	CONC BOX CULVERT (8 FT X 6 FT)	LF	75	\$800.00	\$60,000.00
37	CONC BOX CULVERT (7 FT X 5 FT)	LF	75	\$750.00	\$56,250.00
38	WINGWALLS (PW-1)	EA	2	\$60,000.00	\$120,000.00
39	SET (TY II) (24 IN) (RCP) (4:1) (P)	EA	4	\$2,500.00	\$10,000.00
				<b>Subtotal</b>	<b>\$2,593,850.00</b>
<b>MISC ITEMS</b>					
40	EROSION CONTROL ITEMS	LS	1	\$150,000.00	\$150,000.00
41	PED CROSSING AT LITTLE BEAR CREEK	LS	1	\$80,000.00	\$80,000.00
42	ROADSIDE SMALL SIGNS	LS	1	\$20,000.00	\$20,000.00
43	PAVEMENT MARKINGS	LS	1	\$24,000.00	\$24,000.00
				<b>Subtotal</b>	<b>\$274,000.00</b>
<b>MISCELLANEOUS ITEMS</b>					
44	TOTAL MOBILIZATION PAYMENT	LS			\$ 1,437,194.00
				<b>Construction Subtotal</b>	<b>\$15,391,124.25</b>
	SOFT COSTS	LS			\$707,712.24
	CONTINGENCY	LS			\$3,078,224.85
	<b>PROJECT TOTAL (ROUNDED)</b>				<b>\$19,178,000</b>



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 TBPELS 2946

# ENGINEERS PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

**PROJECT:** Major Improvement - Marathon Rd

**DATE:** 5/29/2024

**PREPARED BY:** JAB

**BASED ON:** Two lanes of ultimate four lane section

Water Improvements	Unit	Qty	\$/Unit		Total
12" WATER LINE PVC	LF	6500	\$	133.04	\$ 864,760.00
12" GATE VALVE	EA	10	\$	5,848.81	\$ 58,488.10
WATER TRENCH SAFETY	LF	6500	\$	1.00	\$ 6,500.00
					<b>\$ 929,748.10</b>

Wastewater Improvements	Unit	Qty	\$/Unit		Total
8" PVC SDR-26 (ALL DEPTHS)	LF	400	\$	56.35	\$ 22,540.00
4' DIA STANDARD MANHOLE	EA	7	\$	7,596.28	\$ 53,173.96
EXTRA DEPTH MANHOLE	VF	14	\$	410.00	\$ 5,740.00
TRENCH SAFETY	LF	400	\$	1.00	\$ 400.00
					<b>\$ 81,853.96</b>

Drainage Improvements	Unit	Qty	\$/Unit		Total
4'X4' Box Culvert	LF	1260	\$	325.00	\$ 409,500.00
48" CL III RCP	LF	510	\$	268.83	\$ 137,103.30
42" CL III RCP	LF	765	\$	223.32	\$ 170,839.80
36" CL III RCP	LF	1020	\$	174.64	\$ 178,132.80
24" CL III RCP	LF	1275	\$	102.63	\$ 130,853.25
18" CL III RCP	LF	1785	\$	82.04	\$ 146,441.40
Headwalls	EA	6	\$	9,933.36	\$ 59,600.16
Manhole	EA	21	\$	7,487.48	\$ 160,381.82
42" Headwall	EA	1	\$	6,650.24	\$ 9,690.35
36" Headwall	EA	2	\$	5,000.00	\$ 10,200.00
24" Headwall	EA	3	\$	4,386.33	\$ 11,185.14
Offsite Water Quality Pond	LS	1	\$	547,006.00	\$ 547,006.00
Inlet	EA	26	\$	4,526.41	\$ 115,423.46
Trench Safety System for Storm Sewers	LS	1	\$	10,000.00	\$ 10,000.00
					<b>\$ 2,096,357.48</b>

Street Improvements	Unit	Qty	\$/Unit		Total	Private Total
Street Excavation	CY	14733	\$	6.57	\$ 96,798.00	\$ -
Subgrade Preparation (3' BOC)	SY	20400	\$	3.88	\$ 79,152.00	\$ -
15" Flexible Base (3' BOC)	SY	20400	\$	18.00	\$ 367,200.00	\$ -
3" Hot Mix Asphalt	SY	17000	\$	27.38	\$ 465,460.00	\$ -
2.5" Hot Mix Asphalt	SY	17000	\$	20.00	\$ 340,000.00	\$ -
Concrete Curb and Gutter	LF	10200	\$	17.31	\$ 176,562.00	\$ -
Type 1 Curb Ramps and 5' x 5' Concrete Landing Pads	EA	10	\$	1,850.48	\$ 18,874.90	\$ -
Signage and Striping per Plans	LS	1	\$	38,055.51	\$ 38,055.51	\$ -
10' Concrete Sidewalk	SF	51000	\$	11.96	\$ 609,960.00	\$ -
Street Light Foundations	EA	41	\$	2,000.00	\$ 81,600.00	\$ 81,600.00 NOT PID ELIGIBLE
Subdivision Wall	LF	5100	\$	75.00	\$ 382,500.00	\$ -
Guardrail Terminals	EA	6	\$	2,400.00	\$ 14,400.00	\$ -
Clear and Grub ROW	AC	8	\$	3,574.55	\$ 29,293.44	\$ -
Clear and Grub outside of ROW	AC	2	\$	3,574.55	\$ 5,898.01	\$ -
Excavation	CY	2644	\$	6.57	\$ 17,374.00	\$ -
Embankment	CY	17378	\$	6.57	\$ 114,172.00	\$ -
Retaining Wall (Avg 6')	SF	6120	\$	39.12	\$ 239,414.40	\$ -
Electrical Conduit and Relocations	LS	1	\$	350,000.00	\$ 350,000.00	\$ 350,000.00 NOT PID ELIGIBLE

Traffic Control	LS	1	\$	50,000.00	\$	50,000.00	\$	-
					\$	3,476,714.25	\$	431,600.00

<b>Erosion Controls</b>	<i>Unit</i>	<i>Qty</i>	<i>\$/Unit</i>	<i>Total</i>
Stabilized Construction Entrance	EA	1	\$ 2,000.00	\$ 2,000.00
Tree Protection Fencing	LS	1	\$ 15,000.00	\$ 15,000.00
Silt Fence (w/ J-hooks)	LF	7650	\$ 2.50	\$ 19,125.00
Rock Berm	LF	350	\$ 30.00	\$ 10,500.00
Inlet Protection	EA	26	\$ 143.26	\$ 3,653.13
Furnish and Install Topsoil (4" depth) and Revegetate with Hydromulch in All Disturbed Areas	SY	5667	\$ 3.50	\$ 19,833.33
				\$ 70,111.46

<b>Soft Costs</b>	<i>Unit</i>	<i>Qty</i>	<i>\$/Unit</i>	<i>Total</i>
PID Eligible Soft Costs				\$ 191,649.50
SUBTOTAL				\$ 6,654,785.25
CONTINGENCY				\$ 746,782.23
<b>GRAND TOTAL</b>				<b>\$ 7,401,567.48</b>
<b>PID Eligible Total</b>				<b>\$ 7,161,616.98</b>



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TBPELS 2946

#### ENGINEERS PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

**PROJECT:** ASR Segment 1  
**DATE:** 5/28/2024  
**PREPARED BY:** JAB

Utility Improvements	Unit	Qty		\$/Unit	Total
Utilities and Associated Pumps	LS	1	\$	1,250,000.00	\$ 1,250,000.00
					\$ 1,250,000.00

**GRAND TOTAL \$ 1,250,000.00**

**APPENDIX C**

**FORM OF OPINION OF BOND COUNSEL**

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*[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 BUDA, TEXAS  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025  
(PERSIMMON PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)  
IN THE PRINCIPAL AMOUNT OF \$26,391,000**

**AS BOND COUNSEL** for the City of Buda, Texas, in Hays 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 U.S. Bank Trust Company, National Association, dated as of February 1, 2025, (the "Trust Indenture"), (ii) the covenants and agreements in the Trust Indenture constitute valid and binding obligations of the Issuer, (iii) the Bonds constitute valid and legally binding special obligations of the Issuer secured as Bonds under the Trust Indenture, and (iv) the Bonds are payable in accordance with the priorities established in the Trust Indenture from the sources provided therein.

**THE ISSUER** has reserved the right, subject to the restrictions stated in the Trust Indenture, to amend the Trust Indenture in the manner provided therein; and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in principal amount of all outstanding bonds affected by such amendment and secured by the Trust Indenture.

**THE REGISTERED OWNERS** of the Bonds shall never have the right to demand payment of the principal thereof or interest thereon out of any funds raised or to be raised by taxation, or from any source whatsoever other than specified in the Trust Indenture.





**IT IS FURTHER OUR OPINION**, except as discussed below, that the interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes under the statutes, regulations, published rulings, and court decisions existing on the date of this opinion. We are further of the opinion that the Bonds are not "specified private activity bonds" and that, accordingly, interest on the Bonds will not be included as an individual alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). In expressing the aforementioned opinions, we have relied on certain representations, the accuracy of which we have not independently verified, and assume compliance by the Issuer with certain covenants, regarding the use and investment of the proceeds of the Bonds and the use of the property financed, and refinanced, therewith. In expressing the aforementioned opinions, we have relied on certain representations and covenants regarding the use and investment of the proceeds of the Bonds. We call your attention to the fact that if such representations are determined to be inaccurate or upon a failure by the Issuer to comply with such covenants, interest on the Bonds may become includable in gross income retroactively to the date of issuance of the Bonds.

**EXCEPT AS STATED ABOVE**, we express no opinion as to any other federal, state, or local tax consequences of acquiring, carrying, owning, or disposing of the Bonds, including the amount, accrual or receipt of interest on, the Bonds. In particular, but not by way of limitation, we express no opinion with respect to the federal, state or local tax consequences arising from the enactment of any pending or future legislation. Owners of the Bonds should consult their tax advisors regarding the applicability of any collateral tax consequences of owning the Bonds.

**WE CALL YOUR ATTENTION TO THE FACT** that the interest on tax-exempt obligations, such as the Bonds, may be includable in a corporation's adjusted financial statement income for purposes of determining the alternative minimum tax imposed on certain corporations by section 55 of the Code.

**OUR OPINIONS ARE BASED ON EXISTING LAW**, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service (the "Service"); rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the Issuer as the taxpayer. We observe that the Issuer has covenanted not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Bonds as includable in gross income for federal income tax purposes.

**WE EXPRESS NO OPINION** as to any insurance policies issued with respect to the payments due for the principal of and interest on the Bonds, nor as to any such insurance policies issued in the future.

**OUR SOLE ENGAGEMENT** in connection with the issuance of the Bonds is as Bond Counsel for the Issuer, and, in that capacity, we have been engaged by the Issuer for the sole purpose of rendering our opinions with respect to the legality and validity of the Bonds under the Constitution and laws of the State of Texas, and with respect to the exclusion from gross income of the interest on the Bonds for federal income tax purposes, and for no other reason or purpose. The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such



opinions and are not a guarantee of a result. We have not been requested to investigate or verify, and have not independently investigated or verified, any records, data, or other material relating to the financial condition or capabilities of the Issuer, or the disclosure thereof in connection with the sale of the Bonds, and have not assumed any responsibility with respect thereto. We express no opinion and make no comment with respect to the marketability of the Bonds. Our role in connection with the Issuer's Limited Offering Memorandum prepared for use in connection with the sale of the Bonds has been limited as described therein.

**THE FOREGOING OPINIONS** represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result.

Respectfully,

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**APPENDIX D-1**

**FORM OF CITY DISCLOSURE AGREEMENT**

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**CITY OF BUDA, TEXAS,  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025  
(PERSIMMON PUBLIC IMPROVEMENT DISTRICT  
IMPROVEMENT AREA #1 PROJECT)**

**CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER**

This Continuing Disclosure Agreement of the Issuer dated as of February 1, 2025 (this “Disclosure Agreement”) is executed and delivered by and among the City of Buda, Texas (the “Issuer”), P3Works, LLC (as more fully defined herein, the “Administrator”) and U.S. Bank Trust Company, National Association, acting solely in its capacity as dissemination agent (as more fully defined herein, the “Dissemination Agent”), with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2025 (Persimmon Public Improvement District Improvement Area #1 Project)” (the “Bonds”). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of February 1, 2025 relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall mean the Issuer or the person or independent firm designated by the Issuer who shall have the responsibility provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The Issuer has selected P3Works, LLC as the current Administrator.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Financial Information” shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Issuer Report” shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Annual Service Plan Update” shall mean the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

“Assessments” shall mean the “Improvement Area #1 Assessments” as such term is defined in the Indenture.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer or the Trustee or any national holiday observed by the Trustee.

“Developers” shall mean, collectively, Bailey Community Development, Inc., a Texas corporation (the “Bailey Developer”), including its affiliates, successors and assigns, and Armbruster Development, Inc., a Texas corporation (the “Armbruster Developer”), including its affiliates, successors and assigns.

“Disclosure Agreements of Developers” shall mean, collectively, each of the Continuing Disclosure Agreement of the Bailey Developer with respect to the Bonds, dated as of February 1, 2025 executed and delivered by the Bailey Developer, the Administrator and the Dissemination Agent, and the Continuing Disclosure Agreement of the Armbruster Developer with respect to the Bonds, dated as of February 1, 2025 executed and delivered by the Armbruster Developer, the Administrator and the Dissemination Agent.

“Disclosure Representative” shall mean the 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 U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States, 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 Persimmon Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System currently available on the internet at <http://emma.msrb.org>.

“Filing Date” shall mean, for each Fiscal Year, the date that is six (6) months after the end of the Issuer’s Fiscal Year, which Filing Date is currently March 31.

“Financial Obligation” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” shall mean the Issuer’s fiscal year, currently the one-year period from October 1 through September 30.

“Improvement Area #1” shall have the meaning assigned to such term in the Indenture.

“Listed Events” shall mean any of the events listed in Section 5(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.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner(s)” shall mean the registered owner(s) of any Bonds, as shown in the register maintained by the Trustee.

“Participating Underwriter” shall mean FMSbonds, Inc., and its successors and assigns.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“Prepayment” shall mean the payment of all or a portion of an Assessment before the due date of the final installment thereof.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SAP Update” shall have the meaning assigned to such term in Section 4(a)(3) of this Disclosure Agreement.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Trustee” shall mean U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States, acting solely in its capacity as trustee, or any successor trustee pursuant to the Indenture.

### SECTION 3. Provision of Annual Issuer Reports.

(a) For each Fiscal Year, commencing with the Fiscal Year ending September 30, 2025, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, not later than the Filing Date, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements specified in Section 4 of this Disclosure Agreement. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and 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 Filing Date. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.



Not later than ten (10) days prior to the Filing Date, the Issuer shall provide the Annual Issuer Report to the Dissemination Agent together with written direction to file such Annual Issuer Report with the MSRB. The Dissemination Agent shall provide such Annual Issuer Report to the MSRB not later than ten (10) days from receipt of such Annual Issuer Report from the Issuer, but in no event later than the Filing Date for such Fiscal Year.

If by the fifth (5<sup>th</sup>) day before the Filing Date, the Dissemination Agent has not received a copy of the Annual Issuer 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 Issuer Report pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Issuer Report no later than two (2) Business Days prior to the Filing Date; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Issuer Report by the Filing Date, state the date by which the Annual Issuer Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Issuer Report or the notice of failure to file, as applicable, to the MSRB, no later than the 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 Filing Date.

- (b) The Issuer shall or shall cause the Dissemination Agent pursuant to written direction to:
  - (i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report; and
  - (ii) file the Annual Issuer Report containing or incorporating by reference the information set forth in Section 4 hereof.

(c) If the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which report shall include a filing receipt from the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report 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 Filing Date, the following:

- (a) The following Annual Financial Information (any or all of which may be unaudited):
  - (i) Tables setting forth the following information, as of the end of such Fiscal Year:
    - (A) for the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount, the aggregate principal amount Outstanding and the total interest amount due on aggregate principal amount Outstanding;

(B) the amounts in the funds and accounts held under the Indenture securing the Bonds and a description of the related investments; and

(C) if any amounts in the funds and accounts held under the Indenture are invested through third-party contracts, the identity of such third-party, the interest rate and the amounts invested under such contract.

(ii) The principal and interest paid on the Bonds during the most recent Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(iii) Any updates to the Service and Assessment Plan, including the Annual Service Plan Update (collectively, a “SAP Update”).

(iv) The aggregate taxable assessed valuation for parcels or lots within Improvement Area #1 based on the most recent certified tax roll available to the Issuer.

(v) Until certificates of occupancy have been issued (or, if certificates of occupancy are not issued upon completion of construction of single-family dwellings, approval of the final inspection has been granted) for lots representing, in the aggregate, ninety-five percent (95%) of the total single-family residential lots within Improvement Area #1, the Annual Issuer Report (in the SAP Update or otherwise) shall include the following:

(A) the number of certificates of occupancy (“COs”) issued for new homes completed in Improvement Area #1 during such Fiscal Year; and

(B) the aggregate number of COs issued for new homes completed within Improvement Area #1 since filing the initial Annual Financial Information for Fiscal Year ended September 30, 2025.

(vi) Until such time as homeowners (end-users) are responsible for eighty percent (80%) of the total outstanding Assessments within Improvement Area #1, a listing of the top five (5) Assessment payers that are not end-users in Improvement Area #1, as determined by the most recent certified tax roll available to the Issuer, the amount of the levy of Assessments against such landowners, and the percentage of such Assessments relative to the entire levy of Assessments within Improvement Area #1, as shown on the Assessment Roll attached to the SAP Update for such Fiscal Year.

(vii) Collection and delinquency history of the Assessments within Improvement Area #1 for the past five (5) Fiscal Years, in the following format:

#### **Collection and Delinquent History of Assessments**

Collected in Fiscal Year Ending 9/30	Assessment <u>Billed</u>	Parcels <u>Levied</u>	Delinquent Amount <u>as of 3/1</u>	Delinquent Percentage <u>as of 3/1</u>	Delinquent Amount <u>as of 9/1</u>	Delinquent Percentage <u>as of 9/1</u>	Total Assessments <u>Collected<sup>(1)</sup></u>
20__	\$						\$

<sup>(1)</sup> Collected as of \_\_\_\_\_, 20\_\_. Includes \$ \_\_\_\_\_ attributable to Prepayments.

(viii) For each calendar year, if the total amount of Annual Installments that are delinquent as of September 1 in such calendar year is equal to or greater than ten percent (10%) of the total amount of Annual Installments due in such calendar year, a list of parcel numbers for which the Annual Installments are delinquent.

(ix) The amount of delinquent Assessments by Fiscal Year:

(A) which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted);

(B) for which foreclosure proceedings have been instituted but have not been concluded;

(C) which have been reduced to judgment but not collected;

(D) which have been reduced to judgment and collected; and

(E) until such time as homeowners (end-users) are responsible for eighty percent (80%) of the total outstanding Assessments within Improvement Area #1, the result of any foreclosure sales of assessed property within Improvement Area #1 if the aggregate assessed property sold at a foreclosure sale represents more than five percent (5%) of the total amount of Assessments.

(x) Total amount of Prepayments collected, as of March 1, or as of the date of the Annual Issuer Report if dated prior to March 1, of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(xi) 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; and

(b) The audited 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 and that have been audited by an independent certified public accountant. If the audited financial statements of the Issuer are not available by the Filing Date, the Issuer shall provide unaudited financial statements of the Issuer no later than the Filing Date and audited financial statements as described in the preceding sentence when and if available.

(c) A form for submitting the information set forth in Section 4(a) above is attached as Exhibit B hereto. Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

The Administrator, and if no Administrator is designated, 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.

SECTION 5.     Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, 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 Owners, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer.
13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The sale by the Developers of real property within Improvement Area #1 will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than 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 authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 5. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 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 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 Owner or beneficial owner of any interests in the Bonds 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 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 6. 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 nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Administrator and Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until they receive written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Administrator and Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

SECTION 7. 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. If the Issuer discharges the 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 U.S. Bank Trust Company, National Association. The Issuer will give prompt written notice to the Developers, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreements of Developers, of any change in the identity of the Dissemination Agent under the Disclosure Agreements of Developers. The Dissemination Agent may resign at any time with thirty (30) days’ written notice to the Issuer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer, the Administrator and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer or the Administrator), 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, or 5(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 Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners 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 5(a), and (ii) the Annual Financial Information for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. 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 Issuer 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 Issuer 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 Issuer Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Trustee (at the written request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) 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 by the Issuer shall not be deemed a default under the Disclosure Agreements of Developers and a default under the Disclosure Agreements of Developers shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to indemnify and hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only from Annual Collection Costs collected from the property owners in Improvement Area #1, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developers or the failure of the Developers to provide information to the Dissemination Agent as and when required under the Disclosure Agreements of Developers. The obligations of the Issuer under this Section shall survive 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 Issuer Report in accordance with Section 3(a), the Dissemination Agent shall not be responsible for the failure to submit an Annual Issuer Report to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder.

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 their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only from Annual Collection Costs collected from the property owners in Improvement Area #1, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Developers to provide information to the Administrator as and when required under the Disclosure Agreements of Developers. The obligations of the Issuer under this Section shall survive resignation or removal of the



Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an “obligated person” under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY PARTY TO THIS DISCLOSURE AGREEMENT WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. 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 C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds or any other document related to the Bonds.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator or 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 Dissemination Agent in other than that person’s official capacity.

SECTION 14. 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 15. 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 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners 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 and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #1, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 18. Statutory Verifications. The Dissemination Agent and the Administrator, each respectively, make the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Disclosure Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Disclosure Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Disclosure Agreement, notwithstanding anything in this Disclosure Agreement to the contrary.

(a) Not a Sanctioned Company. The Dissemination Agent and the Administrator, each respectively, represent 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 and the Administrator 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 Dissemination Agent and the Administrator, each respectively, hereby verify 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 verify 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 the Administrator, each respectively, hereby verify 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 19. 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 20. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 21. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*[Signature pages follow]*

CITY OF BUDA, TEXAS  
(as Issuer)

By: \_\_\_\_\_  
Mayor

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER  
(PERSIMMON PID IMPROVEMENT AREA #1)

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION  
(as Dissemination Agent)

By: \_\_\_\_\_  
Authorized Officer

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER  
(PERSIMMON PID IMPROVEMENT AREA #1)

P3WORKS, LLC  
(as Administrator)

By: \_\_\_\_\_  
Authorized Officer

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER  
(PERSIMMON PID IMPROVEMENT AREA #1)

**EXHIBIT A**

**NOTICE TO MSRB OF FAILURE TO FILE  
[ANNUAL FINANCIAL INFORMATION]  
[[AUDITED]][UNAUDITED] FINANCIAL STATEMENTS]**

Name of Issuer: City of Buda, Texas  
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2025  
(Persimmon Public Improvement District Improvement Area #1  
Project) (the “Bonds”)  
CUSIP Nos. [insert CUSIP NOs.]  
Date of Delivery: \_\_\_\_\_, 20\_\_

NOTICE IS HEREBY GIVEN that the City of Buda, Texas, has not provided [Annual Financial Information][[audited]][unaudited] annual financial statements] for fiscal year ended \_\_\_\_\_ with respect to the Bonds as required by the Continuing Disclosure Agreement of the Issuer dated as of February 1, 2025, by and among the Issuer, P3Works, LLC, as the “Administrator,” and U.S. Bank Trust Company, National Association, as “Dissemination Agent.” The Issuer anticipates that [the Annual Issuer Report][[audited]][unaudited] financial statements] will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

U.S. Bank Trust Company, National Association,  
on behalf of the City of Buda, Texas  
(as Dissemination Agent)

By: \_\_\_\_\_

Title: \_\_\_\_\_

cc: City of Buda, Texas

## EXHIBIT B

### CITY OF BUDA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (PERSIMMON PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)

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#### ANNUAL FINANCIAL INFORMATION<sup>1</sup>

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Delivery Date: \_\_\_\_\_, 20\_\_

CUSIP NOSs: [insert CUSIP NOs.]

#### DISSEMINATION AGENT

Name: U.S. Trust Company National Association  
Address: 13737 Noel Road, Suite 800  
City: Dallas, Texas 75240  
Telephone: (972) 581-1623  
Contact Person: Attn: Brian Jensen

#### BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

#### INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

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<sup>1</sup> Excluding audited financial statements of the Issuer.



**THIRD-PARTY INVESTMENT CONTRACTS<sup>(1)</sup>**

Third-Party	Interest Rate	Amount of Investment

<sup>(1)</sup> If not applicable, indicate as such.

**ITEMS REQUIRED BY SECTIONS 4(a)(ii) – (vii)**

**[Insert a line item]**

**SECTION 4(a)(viii) COLLECTION AND DELINQUENCY HISTORY OF THE ASSESSMENTS WITHIN IMPROVEMENT AREA #1 FOR THE PAST FIVE FISCAL YEARS, IN THE FOLLOWING FORMAT:****Collection and Delinquent History of Assessments**

Collected in Fiscal Year <u>Ending 9/30</u>	Assessment <u>Billed</u>	Parcels <u>Levied</u>	Delinquent Amount <u>as of 3/1</u>	Delinquent Percentage <u>as of 3/1</u>	Delinquent Amount <u>as of 9/1</u>	Delinquent Percentage <u>as of 9/1</u>	Total Assessments <u>Collected<sup>(1)</sup></u>
20__	\$						\$

<sup>(1)</sup> Collected as of \_\_\_\_\_, 20\_\_. Includes \$\_\_\_\_\_ attributable to Prepayments.

**ITEMS REQUIRED BY SECTIONS 4(a)(ix) – (xii) OF THE CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER RELATING TO THE CITY OF BUDA, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (PERSIMMON PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)**

**[Insert a line item for each applicable listing]**

## EXHIBIT C

### BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES<sup>1</sup>

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
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. **If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Dissemination Agent should be immediately notified in writing.**

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.

At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. **For properties delinquent by more than one year or if the delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure, in accordance with the Hays County Tax**

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<sup>1</sup> Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33 and 34, Texas Tax Code, as amended (the "Code"), and the Hays County Tax Assessor/Collector and Travis County Tax Assessor/Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

**Assessor/Collector and Travis County Tax Assessor/Collector's procedures<sup>2</sup>.**

**If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of the Bond Fund of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties, in accordance with the Hays County Tax Assessor/Collector and Travis County Tax Assessor/Collector's procedures<sup>2</sup>.**

March 15                      43/44

Trustee pays Bond interest payments to Owners.

Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection rate.

Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.

**Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.**

July 1                         152/153

Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments, in accordance with the Hays County Tax Assessor/Collector and Travis County Tax Assessor/Collector's procedures<sup>2</sup>.

**Preliminary Foreclosure activity commences, in accordance with the Hays County Tax Assessor/Collector and Travis County Tax Assessor/Collector's procedures<sup>2</sup>, and Issuer to notify Dissemination Agent in writing of the commencement of preliminary foreclosure activity.**

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<sup>2</sup> If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.

If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the Owners 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 Owners 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).

**Foreclosure action to be filed with the court, in accordance with the Hays County Tax Assessor/Collector and Travis County Tax Assessor/Collector's procedures<sup>3</sup>.**

**Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Owners.**

If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than twenty-five percent (25%) of the Owners may request a meeting with the City Manager to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day thirty (30) if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed five percent (5%), Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Annual Installments of Assessments.

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<sup>3</sup> 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.

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**APPENDIX D-2**

**FORM OF BAILEY DEVELOPER DISCLOSURE AGREEMENT**

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**CITY OF BUDA, TEXAS,  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025  
(PERSIMMON PUBLIC IMPROVEMENT DISTRICT  
IMPROVEMENT AREA #1 PROJECT)**

**CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER**

This Continuing Disclosure Agreement of Developer dated as of February 1, 2025 (this “Disclosure Agreement”) is executed and delivered by and among Bailey Community Development, Inc. (as more fully defined herein, the “Developer”), P3Works, LLC (as more fully defined herein, the “Administrator”) and U.S. Bank Trust Company, National Association, acting solely in its capacity as dissemination agent (as more fully defined herein, the “Dissemination Agent”), with respect to the “City of Buda, Texas Special Assessment Revenue Bonds, Series 2025 (Persimmon Public Improvement District Improvement Area #1 Project)” (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 Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of February 1, 2025 relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall mean the Issuer or the person or independent firm designated by the Issuer who shall have the responsibility provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The Issuer has selected P3Works, LLC as the current Administrator.

“Amenities” shall mean the amenities to be constructed by the Developer, including, but not limited to, the private amenity centers expected to contain a thematic playground, resort style pool with beach entry, family area and lap lanes, a picnic pavilion with outdoor grills, a co-working space, community clubhouse, fitness center, pickleball courts, yard games, and trailhead access.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Service Plan Update” shall mean the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.



“Assessments” shall mean the “Improvement Area #1 Assessments” as such term is defined in the Indenture.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Dissemination Agent or the Trustee or any national holiday observed by the Trustee.

“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, Bailey Community Development, Inc., a Texas corporation, and each other Person, through assignment, who assumes the obligations, requirements, or covenants to construct the Improvement Area #1 Improvements and/or the Amenities, and their designated successors and assigns.

“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 February 1, 2025 executed and delivered by the Issuer, the Administrator and the Dissemination Agent.

“Dissemination Agent” shall mean U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States, 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 Persimmon Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System currently available on the internet at <http://emma.msrb.org>.

“Homebuilder(s)” shall mean any merchant homebuilder who enters into a Purchase Agreement with the Developer, and the affiliates and/or successors and assigns of such homebuilder under such Purchase Agreement.

“Improvement Area #1” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #1 Improvements” shall have the meaning assigned to such term in the Indenture.

“Issuer” shall mean the City of Buda, Texas.

“Listed Events” shall mean any of the events listed in Section 4(a) and 4(b) 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.

“Owner” shall mean the registered owner of any Bonds.

“Parcel” shall have the meaning assigned to such term in the Indenture.

“Participating Underwriter” shall mean FMSbonds, Inc. and its successors and assigns.

“Person” shall have the meaning assigned to such term in the Indenture.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“Purchase Agreement” shall mean, with respect to lots or land within Improvement Area #1, any purchase agreement between one or more Homebuilders and/or the Developer to purchase lots or to purchase land intended for single family residential development and use, including detached or attached single family homes or townhomes.

“Quarterly Ending Date” shall mean each March 31, June 30, September 30 and December 31, beginning June 30, 2025.

“Quarterly Filing Date” shall mean for each Quarterly Ending Date, the fifteenth calendar day of the second month following such Quarterly Ending Date being May 15, August 15, November 15, and February 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 consisting of the information in Exhibit A attached hereto.

“Reporting Party” shall mean, collectively, the Developer and any Significant Homebuilder who has acknowledged and assumed reporting obligations in accordance with Section 6 of this Disclosure Agreement.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Significant Homebuilder” shall mean a Homebuilder, including any affiliates of such Homebuilder, that then owns five percent (5%) or more single family residential lots within Improvement Area #1.

“Significant Homebuilder Listed Events” shall mean any of the events listed in Section 4(b) of this Disclosure Agreement.

“Trustee” shall mean U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States, acting solely in its capacity as trustee, or any successor trustee pursuant to the Indenture.

### SECTION 3. Quarterly Reports.

(a) The Developer and any Significant Homebuilder that is a Reporting Party, with respect to its acquired real property, shall, at its cost and expense, provide, or cause to be provided, to the Administrator, not more than ten (10) days after each Quarterly Ending Date, beginning with June 30, 2025, the information in the Quarterly Report required to be provided by such Reporting Party pursuant to Section 3(d) (with respect to each Reporting Party, the “Quarterly Information”). The Reporting Party shall provide, or cause to be provided, such Quarterly Information until such party’s obligations terminate pursuant to Section 7 of this Disclosure Agreement. For the avoidance of doubt, (i) if the Developer elects, the Developer may, but shall not be obligated to, provide any Quarterly Information on behalf of any Significant Homebuilder and (ii) the Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until an acknowledgment of assignment 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.

(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 authorize 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. Notwithstanding anything to the contrary in this

Disclosure Agreement, the Developer shall use commercially reasonable efforts to cause to be provided any information required by Section 3(d) regarding and in the possession of a Homebuilder that is not a Reporting Party. Without limiting the generality of the immediately preceding sentence, commercially reasonable efforts in such regard shall include, but not be limited to, ensuring that each Purchase Agreement that is executed with a Homebuilder after the date hereof contains a provision obligating the applicable Homebuilder to provide the Developer the information required by Section 3(d) as and when required for the Developer to comply with its obligations hereunder.

(c) The Administrator shall provide to the Dissemination Agent, 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. 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 hereof.

#### SECTION 4. Event Reporting Obligations.

(a) Pursuant to the provisions of this Section 4, each of the following is a Developer Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Assessments levied within Improvement Area #1 on a Parcel owned by the Developer; provided, however, that the exercise of any right of the Developer as a landowner within Improvement Area #1 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Developer Listed Event under this Section 4(a) nor a breach or default of this Disclosure Agreement;

(ii) Material damage to or destruction of any development or improvements in Improvement Area #1, including the Improvement Area #1 Improvements or the Amenities;

(iii) Material default by the Developer or any of the Developer's affiliates on any loan with respect to the acquisition, development or permanent financing of Improvement Area #1 undertaken by the Developer or any of the Developer's affiliates;

(iv) Material default by the Developer or any of the Developer's affiliates on any loan secured by property within Improvement Area #1 owned by the Developer or any of the Developer's affiliates;

(v) The bankruptcy, insolvency or similar filing of the Developer or any of the Developer's affiliates or any determination that the Developer or any of the Developer's affiliates is unable to pay its debts as they become due;

(vi) The consummation of a merger, consolidation, or acquisition of the Developer, or the sale of all or substantially all of the assets of the Developer or any of the Developer's affiliates, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(vii) The filing of any lawsuit with a claim for damages, in excess of \$250,000 against the Developer or any of the Developer's affiliates that may adversely affect the completion of the development of Improvement Area #1 or litigation that may materially adversely affect the financial condition of the Developer or any of the Developer's affiliates;

(viii) Any material change in the legal structure, chief executive officer or controlling ownership of the Developer; and

(ix) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Sections 5 or 6 herein.

(b) Pursuant to the provisions of this Section 4, each of the following occurrences related to any Significant Homebuilder is a Significant Homebuilder Listed Event with respect to the Bonds;

(i) Failure to pay any real property taxes or Assessments levied within Improvement Area #1 on a lot or Parcel owned by such Significant Homebuilder; provided, however, that the exercise of any right of such Significant Homebuilder as a landowner within Improvement Area #1 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Significant Homebuilder Listed Event under this Section 4(b) nor a breach or default of this Disclosure Agreement;

(ii) The bankruptcy, insolvency or similar filing of such Significant Homebuilder or any determination that such Significant Homebuilder is unable to pay its debts as they become due;

(iii) The consummation of a merger, consolidation, or acquisition involving such Significant Homebuilder or the sale of all or substantially all of the assets of the Significant Homebuilder, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(iv) Any material change in the type of legal entity, chief executive officer or controlling ownership of such Significant Homebuilder;

(v) Early termination of or material default by such Significant Homebuilder under a Purchase Agreement; and

(vi) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 6 herein.

(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 direct 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 Significant Homebuilder, regardless of if such Reporting Party is providing Quarterly Information on behalf of any other Significant Homebuilder.

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 authorization 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 or any Owner or beneficial owner of any interests in the Bonds 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 notified in writing by a Reporting Party to report the occurrence of a Listed Event in accordance with subsections (c) or (d) of this Section 4, the Dissemination Agent shall file a notice of such occurrence with the MSRB promptly after its receipt of such written instructions from such Reporting Party; provided that all such notices must be filed no later than the date specified in subsection (c) of this Section 4 for such Listed Event.

#### SECTION 5. Assumption of Reporting Obligations of Developer.

The Developer shall cause each Person who, through assignment, assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #1 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 and assumption from each Person who assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #1 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 direct 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. Additionally, for the avoidance of doubt, the Developer shall require that any Person comply with obligations of this Section 5 with respect to any subsequent transfers by such Person to any individual or entity meeting the definition of a “Developer” in the future.

#### SECTION 6. Assumption of Reporting Obligations by Significant Homebuilder.

(a) If a Homebuilder acquires ownership of real property in Improvement Area #1 resulting in such Homebuilder becoming a Significant Homebuilder, the Developer may (i) cause such Significant Homebuilder to comply with the Developer’s disclosure obligations under Section 3 and Section 4(b) hereof, with respect to such acquired real property, until such party’s disclosure obligations terminate pursuant to Section 7 of this Disclosure Agreement or (ii) elect to provide any or all Quarterly Information on behalf of such Significant Homebuilder; provided, however, that if the Developer initially elects to provide any or all Quarterly Information on behalf of such Significant Homebuilder, the Developer may elect in the future to cause such Significant Homebuilder to comply with the Developer’s disclosure obligations, as described in (i) above.

(b) If the Developer elects to cause a Significant Homebuilder to comply with the Developer’s disclosure obligations, as described in (i) above, the Developer shall deliver to the

Dissemination Agent, Administrator and the Issuer a written acknowledgment from each Significant Homebuilder, in substantially the form attached as Exhibit F (the “Significant Homebuilder Acknowledgment”), acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to Section 4(a)(ix) above, the Developer shall direct the Dissemination Agent to file a copy of the Significant Homebuilder Acknowledgment with the MSRB, in accordance with Sections 4(c) above. Upon any such transfer to a Significant Homebuilder, and such Significant Homebuilder’s delivery of written acknowledgment of assumption of the 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. The Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until an acknowledgment of assignment 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, the Developer shall not be liable for the acts or omissions of such Significant Homebuilder arising from or in connection with such disclosure obligations under this Disclosure Agreement. Additionally, for the avoidance of doubt, the Developer shall use commercially reasonable efforts to require that any Significant Homebuilder comply with obligations of this Section 6 with respect to any subsequent transfers by such Significant Homebuilder to any individual or entity meeting the definition of a “Significant Homebuilder” in the future, including the requirement, pursuant to Section 4(b)(vi) above, to direct the Dissemination Agent to file a copy of the Significant Homebuilder Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above.

#### SECTION 7. Termination of Reporting Obligations.

(a) The reporting obligations of the Developer or any Significant Homebuilder under this Disclosure Agreement shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, (ii) when the Developer or such Significant Homebuilder, including their respective affiliates and/or successors and assigns, no longer owns five percent (5%) or more single family residential lots within Improvement Area #1, as of each Quarterly Ending Date, or (iii) the Issuer’s issuance of the certificate of occupancy for the last single family residential lot or Parcel owned by the Developer or such Significant Homebuilder, including their respective affiliates and/or successors and assigns, respectively; provided, however, if the Developer elects to provide any or all Quarterly Information on behalf of a Significant Homebuilder in accordance with Section 6(a) above, the reporting obligations of the Developer under this Disclosure Agreement shall terminate upon the earlier of (i) the date when none of the Bonds remain Outstanding, (ii) when the Developer and such Significant Homebuilder(s) (on behalf of whom the Developer is reporting), including their respective affiliates and/or successors and assigns, collectively no longer own five percent (5%) or more single family residential lots within Improvement Area #1, as of each Quarterly Ending Date, or (iii) the Issuer’s issuance of the certificate of occupancy for the last single family residential lot or Parcel owned by the Developer and such Significant Homebuilder(s) (on behalf of whom the Developer is reporting), including their respective affiliates and/or successors and assigns.

(b) Upon receipt of written notice from a Reporting Party or the Dissemination Agent that the reporting obligations of a Reporting Party have terminated in accordance with subsection (a) of this Section 7, the Administrator shall provide written notice to the applicable Reporting Party, the



Participating Underwriter, the Issuer, and the Dissemination Agent in substantially the form attached as Exhibit C, thereby terminating 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 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 initial Dissemination Agent appointed hereunder shall be U.S. Bank Trust Company, National Association. The Issuer may, from time to time, appoint or engage a successor Dissemination Agent to assist the Reporting Parties in carrying out their obligations under this Disclosure Agreement and may discharge such Dissemination Agent, with or without 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 then-existing Reporting Party of any change in the identity of the Dissemination Agent. 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 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 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 any Reporting Party, or the type of business conducted; and

(b) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners 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 (which consent will not be unreasonably withheld or delayed).

(c) In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Developer 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 Reporting Parties. The Developer shall

provide, or cause to be provided, at its cost and expense, an executed copy of any amendment or waiver entered into under 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 any 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 Listed Event in addition to that which is specifically required by this Disclosure Agreement, no Reporting Party shall have an obligation under this Disclosure Agreement to update such information or include it in any future Quarterly Report or notice of occurrence of a Listed Event.

SECTION 11. Content of Disclosures. 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, whether provided under Section 3, 4 or 10 of this Disclosure Agreement.

SECTION 12. Default. In the event of a failure of a Reporting Party, Dissemination Agent or Administrator to comply with any provision of this Disclosure Agreement, any Owner or beneficial owner of the Bonds may, and the Trustee (at the written request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Reporting Party, Dissemination Agent and/or 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 Developer, Dissemination Agent or Administrator to comply with this Disclosure Agreement shall be an action to 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. Furthermore, a default under this Disclosure Agreement by any Reporting Party shall not be deemed a default under this Disclosure Agreement by any other Reporting Party, and no Reporting Party shall have any obligation to take any action to mitigate or cure the default of any other Reporting Party.

SECTION 13. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) 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. 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 reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Developer under this Section shall survive 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 any Reporting Party or the Administrator does not provide the information required by Section 3(d) hereof in a timely manner as required by Sections 3(a) or (b) hereof, or incomplete Quarterly Information is provided by any Reporting Party, the Dissemination Agent shall not be responsible for the failure to submit a complete Quarterly Report to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. 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 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 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.

(d) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, THE DEVELOPER OR ANY SIGNIFICANT HOMEBUILDER BE LIABLE TO THE OWNER 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 OR A SIGNIFICANT HOMEBUILDER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 14. No Personal Liability. No covenant, stipulation, obligation or agreement of a 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 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 Owners 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 Service Plan Update. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #1, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the Annual Service Plan Update. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of the District, 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 notice, instructions, or communication, required to be given or made hereunder shall be in writing and shall be given or made by e-mail, facsimile, 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 notices, instructions or communications are provided or delivered by e-mail, the sender must request a read or return receipt from the recipient confirming that the recipient received the e-mail with such notice, instruction, or communication.

If to Developer:	Bailey Community Development, Inc. 2100 Northland Drive Austin, Texas 78756 E-mail: garrett@mymilestone.com
If to the Dissemination Agent or Trustee:	U.S. Bank Trust Company, National Association 13737 Noel Road, Suite 800 Dallas, Texas 75240 E-mail: brian.jensen@usbank.com
If to Administrator:	P3Works, LLC 9284 Huntington Square, Ste 100 North Richland Hills, Texas 76182 E-mail: admin@p3-works.com
If to the Issuer:	City of Buda, Texas 405 E. Loop St. Buda, Texas 78610 E-mail: micah.grau@budatx.gov
If to Participating Underwriter:	FMSbonds, Inc. 5 Cowboys Way, Suite 300-25 Frisco, Texas 75034 E-mail: Tdavenport@fmsbonds.com

SECTION 21. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*[Signature pages follow.]*

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION  
(as Dissemination Agent)

By: \_\_\_\_\_  
Authorized Officer

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER  
(PERSIMMON PID IMPROVEMENT AREA #1)

BAILEY COMMUNITY DEVELOPMENT, INC.,  
a Texas corporation  
(as Developer)

By: \_\_\_\_\_

Name: Garrett S. Martin

Title: President

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER  
(PERSIMMON PID IMPROVEMENT AREA #1)

P3WORKS, LLC  
(as Administrator)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER  
(PERSIMMON PID IMPROVEMENT AREA #1)



**EXHIBIT A**

**CITY OF BUDA, TEXAS,  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025  
(PERSIMMON PUBLIC IMPROVEMENT DISTRICT  
IMPROVEMENT AREA #1 PROJECT)**

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**QUARTERLY REPORT**  
*[INSERT QUARTERLY ENDING DATE]*

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Delivery Date: \_\_\_\_\_, 20\_\_

CUSIP Numbers: [Insert CUSIP Numbers]

**DISSEMINATION AGENT**

Name: U.S. Bank Trust Company, National Association  
Address: 13737 Noel Road, Suite 800  
City: Dallas, Texas 75240  
Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

**I. Unit Mix in Improvement Area #1**

<b><u>Product Type</u></b>	<b><u>Number of Units</u></b>
Single Family 50'	
Single Family 55'	
Single Family 60'	

**II. Ownership of Lots/Units in Improvement Area #1**

PLANNED LOTS IN IMPROVEMENT AREA #1: [\_\_\_\_\_]

Of the [\_\_\_\_\_] lots in Improvement Area #1:

1. Number of lots owned by the Developer: [\_\_\_\_\_]
  - a. Number of lots under contract but not closed to Homebuilder(s): [\_\_\_\_\_]

2. Number of lots owned by all Homebuilder(s): [ ]<sup>1</sup>
  - a. Number of lots owned by [*insert name of Homebuilder*]: [ ]<sup>2</sup>
  - b. Number of lots owned by [*insert name of Homebuilder*]: [ ]<sup>2</sup>
3. Number of units owned by homeowners: [ ]

### **III. Lot Status in Improvement Area #1**

Of the lots in Improvement Area #1, what is the status:

1. Planned lots as of the date of issuance of the Bonds: [ ]
2. Planned lots as of the date of this Quarterly Report: [ ]
3. Number of Lots developed: [ ]
4. Expected completion date of all lots in Improvement Area #1 (if incomplete):  
[ ]

### **IV. Home Sales Information in Improvement Area #1**

PLANNED HOMES IN IMPROVEMENT AREA #1: [ ]

Of the [ ] homes planned for Improvement Area #1:

1. How many total building permits were issued **during the current quarter?**  
[ ]
  - a. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: [ ]<sup>2</sup>
  - b. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: [ ]<sup>2</sup>
2. How many total homes have closed with homebuyers **during the current quarter?**  
[ ]
  - a. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: [ ]<sup>2</sup>
  - b. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: [ ]<sup>2</sup>
3. How many total homes have closed with homebuyers **cumulatively?** [ ]
  - a. Number of homes closed with homebuyers cumulatively for [*insert name of Homebuilder*]: [ ]<sup>2</sup>
  - b. Number of homes closed with homebuyers cumulatively for [*insert name of Homebuilder*]: [ ]<sup>2</sup>

---

<sup>1</sup> 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.

<sup>2</sup> Include a line item for each individual Homebuilder.

#### **V. Expenditures Paid from Accounts under Indenture**

TOTAL BUDGETED COSTS REQUIRED TO COMPLETE IMPROVEMENT AREA #1 IMPROVEMENTS: \$[\_\_\_\_\_]

Of the budgeted costs for Improvement Area #1 shown in the Service and Assessment Plan:

1. Actual costs drawn from the Improvement Area #1 Improvement Account<sup>3</sup>:  
\$[\_\_\_\_\_]

#### **VI. Status of Improvements in Improvement Area #1**

1. [Actual/Excepted] date of completion of the Improvement Area #1 Improvements:  
[\_\_\_\_\_]
2. If applicable, explanation of any delay/change in projected completion date since last Quarterly Report was filed:  
[\_\_\_\_\_]

#### **VII. Amenity Status**

1. Total expected costs of Amenities: \$[\_\_\_\_\_]
2. Amount spent as of Quarterly Ending Date: \$[\_\_\_\_\_]
3. [Actual/Expected] completion date of Amenities: [\_\_\_\_\_]

#### **VIII. Material Changes**

Describe any material changes, if applicable:

1. **Permits and Approvals** - Since the issuance of the Bonds, have there been any material changes to permits or development approvals (including any zoning) impacting the development of the land subject to the Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.
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.

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<sup>3</sup> Improvement Area #1 Improvement Account means the account titled Improvement Area #1 Improvement Account held under the Project Fund in the Indenture.

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 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. **Completion Agreement** – Is the Developer required to provide evidence of available funds, in addition to the amounts on deposit in the Project Fund, to complete the construction of the Improvement Area #1 Improvements? If so, identify the available sources of funding and provide the amount of funding needed to complete the Improvement Area #1 Improvements.
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 Buda, Texas  
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2025 (Persimmon  
Public Improvement District Improvement Area #1 Project)(the  
“Bonds”)  
CUSIP Nos. [insert CUSIP Nos.]  
Date of Delivery: \_\_\_\_\_, 20\_\_

NOTICE IS HEREBY GIVEN that \_\_\_\_\_, a  
\_\_\_\_\_ (the [“Developer”] [“Significant Homebuilder”]) has not provided the  
[Quarterly Information][Quarterly Report] for the period ending on [*Insert Quarterly Ending Date*]  
with respect to the Bonds as required by the Continuing Disclosure Agreement of Developer dated  
as of February 1, 2025, by and among Bailey Community Development, Inc. (the “Developer”),  
P3Works, LLC (the “Administrator”) and U.S. Bank Trust Company, National Association (the  
“Dissemination Agent”). [Developer] [Significant Homebuilder] anticipates that the [Quarterly  
Information][Quarterly Report] will be [provided][filed] by \_\_\_\_\_.

Dated: \_\_\_\_\_

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION,  
on behalf of the [Developer] [Significant  
Homebuilder]  
(as Dissemination Agent)

By: \_\_\_\_\_

Title: \_\_\_\_\_

cc: City of Buda, Texas

**EXHIBIT C**

**TERMINATION NOTICE**

[DATE]

Name of Issuer: City of Buda, Texas  
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2025 (Persimmon  
Public Improvement District Improvement Area #1 Project)(the  
“Bonds”)  
CUSIP Nos. [insert CUSIP Nos.]  
Date of Delivery: \_\_\_\_\_, 20\_\_

FMSbonds, Inc.  
5 Cowboys Way, Suite 300-25  
Frisco, Texas 75034

Bailey Community Development, Inc.  
2100 Northland Drive  
Austin, Texas 78756

City of Buda, Texas  
405 E. Loop St.  
Building 100  
Buda, Texas 78610

[Insert Significant Homebuilder  
Contact Information]

U.S. Bank Trust Company, National  
Association  
13737 Noel Road, Suite 800  
Dallas, Texas 75240

NOTICE IS HEREBY GIVEN that \_\_\_\_\_, a  
\_\_\_\_\_ (the [“Developer”] [“Significant Homebuilder”]) is no longer  
responsible for providing [any Quarterly Information][the Quarterly Report] with respect to the  
Bonds, thereby, terminating such party’s reporting obligations under the Continuing Disclosure  
Agreement of Developer dated as of February 1, 2025, by and among Bailey Community  
Development, Inc. (the “Developer”), P3Works, LLC (the “Administrator”) and U.S. Bank Trust  
Company, National Association (the “Dissemination Agent”).

Dated: \_\_\_\_\_

P3Works, LLC  
on behalf of the [Developer] [Significant  
Homebuilder]  
(as Administrator)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D**  
**CERTIFICATION LETTER**

[DATE]

Name of Issuer: City of Buda, Texas  
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2025 (Persimmon  
Public Improvement District Improvement Area #1 Project)  
CUSIP Nos. [insert CUSIP Nos.]  
Quarterly Ending Date: \_\_\_\_\_, 20\_\_

Re: Quarterly Report for Persimmon Public Improvement District Improvement Area #1

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of Developer dated as of February 1, 2025, by and among Bailey Community Development, Inc. (the “Developer”), P3Works, LLC (the “Administrator”) and U.S. Bank Trust Company, National Association (the “Dissemination Agent”), this letter constitutes the certificate stating that the Quarterly Information, provided by [Developer] [\_\_\_\_\_, as a “Significant Homebuilder”], contained in this Quarterly Report herein submitted by the Administrator, on behalf of the [Developer] [Significant Homebuilder], constitutes the portion of the Quarterly Report required to be furnished by [Developer] [Significant Homebuilder]. Any and all Quarterly Information, provided by the [Developer] [Significant Homebuilder], contained in this Quarterly Report for the three month period ending on [Insert Quarterly Ending Date], to the best of my knowledge, is true and correct, as of [insert date].

Please do not hesitate to contact our office if you have and questions or comments.

BAILEY COMMUNITY DEVELOPMENT, INC.,  
a Texas corporation  
(as Developer)

By: \_\_\_\_\_

Name: Garret S. Martin

Title: President

OR

[SIGNIFICANT HOMEBUILDER  
(as Significant Homebuilder)

By: \_\_\_\_\_  
Title: \_\_\_\_\_]

**EXHIBIT E**

**FORM OF ACKNOWLEDGMENT OF ASSIGNMENT  
OF DEVELOPER REPORTING OBLIGATIONS**

[DATE]

City of Buda, Texas  
405 E. Loop St.  
Building 100  
Buda, Texas 78610

P3Works, LLC  
9284 Huntington Square, Ste 100  
North Richland Hills, Texas 76182

U.S. Bank Trust Company, National Association  
13737 Noel Road, Suite 800  
Dallas, Texas 75240

**Re: Persimmon Public Improvement District Improvement Area #1 – Continuing Disclosure Obligation**

Dear \_\_\_\_\_,

Per [*Insert name of applicable agreement*], as of \_\_\_\_\_, 20\_\_, you have been assigned and have assumed the obligations, requirements, or covenants to construct one or more of the Improvement Area #1 Improvements or Amenities (as those terms are defined in the Disclosure Agreement of Developer (as defined herein) within Improvement Area #1 of the Persimmon Public Improvement District (the “District”).

Pursuant to Section 2 of the Continuing Disclosure Agreement of Developer (the “Disclosure Agreement of Developer”) by and among Bailey Community Development, Inc. (the “Initial Developer”), P3Works, LLC (the “Administrator”) and U.S. Bank Trust Company, National Association (the “Dissemination Agent”), with respect to the “Special Assessment Revenue Bonds, Series 2025 (Persimmon Public Improvement District Improvement Area #1 Project)”, any person that, through assignment, assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #1 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,

BAILEY COMMUNITY DEVELOPMENT, INC.,  
a Texas corporation  
(as Developer)

By: \_\_\_\_\_

Name: Garret S. Martin

Title: President

Acknowledged by:

**[INSERT ASSIGNEE NAME]**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_



## EXHIBIT F

### FORM OF ACKNOWLEDGMENT OF ASSIGNMENT OF SIGNIFICANT HOMEBUILDER REPORTING OBLIGATIONS

[DATE]

City of Buda, Texas  
405 E. Loop St.  
Building 100  
Buda, Texas 78610

P3Works, LLC  
9284 Huntington Square, Ste 100  
North Richland Hills, Texas 76182

U.S. Bank Trust Company, National Association  
13737 Noel Road, Suite 800  
Dallas, Texas 75240

#### Re: Persimmon Public Improvement District Improvement Area #1 – Continuing Disclosure Obligation

Dear \_\_\_\_\_,

As of \_\_\_\_\_, 202\_, you own \_\_\_\_ single family residential lots within Improvement Area #1 of the Persimmon Public Improvement District (the “District”). Pursuant to Section 2 of the Continuing Disclosure Agreement of the Developer (the “Disclosure Agreement”) dated as of February 1, 2025, by and among, Bailey Community Development, Inc. (the “Developer”), P3Works, LLC (the “Administrator”) and U.S. Bank Trust Company, National Association (the “Dissemination Agent”), with respect to the “Special Assessment Revenue Bonds, Series 2025 (Persimmon Public Improvement District Improvement Area #1 Project)” any entity that owns ten or more single family residential lots within Improvement Area #1 is defined as a Significant Homebuilder.

As a Significant Homebuilder, pursuant to Section 6 of the Disclosure Agreement, you acknowledge and assume the reporting obligations under Section 3 Section 4(b) of the Disclosure Agreement for the property which is owned as detailed in the Disclosure Agreement, which is included herewith.

Sincerely,

BAILEY COMMUNITY DEVELOPMENT, INC.,  
a Texas corporation  
(as Developer)

By: \_\_\_\_\_

Name: Garret S. Martin

Title: President

Acknowledged by:

[INSERT SIGNIFICANT HOMEBUILDER NAME]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**APPENDIX D-3**  
**FORM OF ARMBRUSTER DEVELOPER DISCLOSURE AGREEMENT**

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**CITY OF BUDA, TEXAS,  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025  
(PERSIMMON PUBLIC IMPROVEMENT DISTRICT  
IMPROVEMENT AREA #1 PROJECT)**

**CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER**

This Continuing Disclosure Agreement of Developer dated as of February 1, 2025 (this “Disclosure Agreement”) is executed and delivered by and among Armbruster Development, Inc. (as more fully defined herein, the “Developer”), P3Works, LLC (as more fully defined herein, the “Administrator”) and U.S. Bank Trust Company, National Association, acting solely in its capacity as dissemination agent (as more fully defined herein, the “Dissemination Agent”), with respect to the “City of Buda, Texas Special Assessment Revenue Bonds, Series 2025 (Persimmon Public Improvement District Improvement Area #1 Project)” (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 Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of February 1, 2025 relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall mean the Issuer or the person or independent firm designated by the Issuer who shall have the responsibility provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The Issuer has selected P3Works, LLC as the current Administrator.

“Amenities” shall mean the amenities to be constructed by the Developer, including, but not limited to, the private amenity centers expected to contain a thematic playground, resort style pool with beach entry, family area and lap lanes, a picnic pavilion with outdoor grills, a co-working space, community clubhouse, fitness center, pickleball courts, yard games, and trailhead access.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Service Plan Update” shall mean the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

“Assessments” shall mean the “Improvement Area #1 Assessments” as such term is defined in the Indenture.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Dissemination Agent or the Trustee or any national holiday observed by the Trustee.

“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, Armbruster Development, Inc., a Texas corporation, and each other Person, through assignment, who assumes the obligations, requirements, or covenants to construct the Improvement Area #1 Improvements and/or the Amenities, and their designated successors and assigns.

“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 February 1, 2025 executed and delivered by the Issuer, the Administrator and the Dissemination Agent.

“Dissemination Agent” shall mean U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States, 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 Persimmon Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System currently available on the internet at <http://emma.msrb.org>.

“Homebuilder(s)” shall mean any merchant homebuilder who enters into a Purchase Agreement with the Developer, and the affiliates and/or successors and assigns of such homebuilder under such Purchase Agreement.

“Improvement Area #1” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #1 Improvements” shall have the meaning assigned to such term in the Indenture.

“Issuer” shall mean the City of Buda, Texas.

“Listed Events” shall mean any of the events listed in Section 4(a) and 4(b) 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.

“Owner” shall mean the registered owner of any Bonds.

“Parcel” shall have the meaning assigned to such term in the Indenture.

“Participating Underwriter” shall mean FMSbonds, Inc. and its successors and assigns.

“Person” shall have the meaning assigned to such term in the Indenture.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“Purchase Agreement” shall mean, with respect to lots or land within Improvement Area #1, any purchase agreement between one or more Homebuilders and/or the Developer to purchase lots or to purchase land intended for single family residential development and use, including detached or attached single family homes or townhomes.

“Quarterly Ending Date” shall mean each March 31, June 30, September 30 and December 31, beginning June 30, 2025.

“Quarterly Filing Date” shall mean for each Quarterly Ending Date, the fifteenth calendar day of the second month following such Quarterly Ending Date being May 15, August 15, November 15, and February 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 consisting of the information in Exhibit A attached hereto.

“Reporting Party” shall mean, collectively, the Developer and any Significant Homebuilder who has acknowledged and assumed reporting obligations in accordance with Section 6 of this Disclosure Agreement.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Significant Homebuilder” shall mean a Homebuilder, including any affiliates of such Homebuilder, that then owns five percent (5%) or more single family residential lots within Improvement Area #1.

“Significant Homebuilder Listed Events” shall mean any of the events listed in Section 4(b) of this Disclosure Agreement.

“Trustee” shall mean U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States, acting solely in its capacity as trustee, or any successor trustee pursuant to the Indenture.

### SECTION 3. Quarterly Reports.

(a) The Developer and any Significant Homebuilder that is a Reporting Party, with respect to its acquired real property, shall, at its cost and expense, provide, or cause to be provided, to the Administrator, not more than ten (10) days after each Quarterly Ending Date, beginning with June 30, 2025, the information in the Quarterly Report required to be provided by such Reporting Party pursuant to Section 3(d) (with respect to each Reporting Party, the “Quarterly Information”). The Reporting Party shall provide, or cause to be provided, such Quarterly Information until such party’s obligations terminate pursuant to Section 7 of this Disclosure Agreement. For the avoidance of doubt, (i) if the Developer elects, the Developer may, but shall not be obligated to, provide any Quarterly Information on behalf of any Significant Homebuilder and (ii) the Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until an acknowledgment of assignment 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.

(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 authorize 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. Notwithstanding anything to the contrary in this

Disclosure Agreement, the Developer shall use commercially reasonable efforts to cause to be provided any information required by Section 3(d) regarding and in the possession of a Homebuilder that is not a Reporting Party. Without limiting the generality of the immediately preceding sentence, commercially reasonable efforts in such regard shall include, but not be limited to, ensuring that each Purchase Agreement that is executed with a Homebuilder after the date hereof contains a provision obligating the applicable Homebuilder to provide the Developer the information required by Section 3(d) as and when required for the Developer to comply with its obligations hereunder.

(c) The Administrator shall provide to the Dissemination Agent, 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. 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 hereof.

#### SECTION 4. Event Reporting Obligations.

(a) Pursuant to the provisions of this Section 4, each of the following is a Developer Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Assessments levied within Improvement Area #1 on a Parcel owned by the Developer; provided, however, that the exercise of any right of the Developer as a landowner within Improvement Area #1 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Developer Listed Event under this Section 4(a) nor a breach or default of this Disclosure Agreement;

(ii) Material damage to or destruction of any development or improvements in Improvement Area #1, including the Improvement Area #1 Improvements or the Amenities;



(iii) Material default by the Developer or any of the Developer's affiliates on any loan with respect to the acquisition, development or permanent financing of Improvement Area #1 undertaken by the Developer or any of the Developer's affiliates;

(iv) Material default by the Developer or any of the Developer's affiliates on any loan secured by property within Improvement Area #1 owned by the Developer or any of the Developer's affiliates;

(v) The bankruptcy, insolvency or similar filing of the Developer or any of the Developer's affiliates or any determination that the Developer or any of the Developer's affiliates is unable to pay its debts as they become due;

(vi) The consummation of a merger, consolidation, or acquisition of the Developer, or the sale of all or substantially all of the assets of the Developer or any of the Developer's affiliates, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(vii) The filing of any lawsuit with a claim for damages, in excess of \$250,000 against the Developer or any of the Developer's affiliates that may adversely affect the completion of the development of Improvement Area #1 or litigation that may materially adversely affect the financial condition of the Developer or any of the Developer's affiliates;

(viii) Any material change in the legal structure, chief executive officer or controlling ownership of the Developer; and

(ix) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Sections 5 or 6 herein.

(b) Pursuant to the provisions of this Section 4, each of the following occurrences related to any Significant Homebuilder is a Significant Homebuilder Listed Event with respect to the Bonds;

(i) Failure to pay any real property taxes or Assessments levied within Improvement Area #1 on a lot or Parcel owned by such Significant Homebuilder; provided, however, that the exercise of any right of such Significant Homebuilder as a landowner within Improvement Area #1 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Significant Homebuilder Listed Event under this Section 4(b) nor a breach or default of this Disclosure Agreement;

(ii) The bankruptcy, insolvency or similar filing of such Significant Homebuilder or any determination that such Significant Homebuilder is unable to pay its debts as they become due;

(iii) The consummation of a merger, consolidation, or acquisition involving such Significant Homebuilder or the sale of all or substantially all of the assets of the Significant Homebuilder, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(iv) Any material change in the type of legal entity, chief executive officer or controlling ownership of such Significant Homebuilder;

(v) Early termination of or material default by such Significant Homebuilder under a Purchase Agreement; and

(vi) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 6 herein.

(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 direct 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 Significant Homebuilder, regardless of if such Reporting Party is providing Quarterly Information on behalf of any other Significant Homebuilder.

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 authorization 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 or any Owner or beneficial owner of any interests in the Bonds 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 notified in writing by a Reporting Party to report the occurrence of a Listed Event in accordance with subsections (c) or (d) of this Section 4, the Dissemination Agent shall file a notice of such occurrence with the MSRB promptly after its receipt of such written instructions from such Reporting Party; provided that all such notices must be filed no later than the date specified in subsection (c) of this Section 4 for such Listed Event.

#### SECTION 5. Assumption of Reporting Obligations of Developer.

The Developer shall cause each Person who, through assignment, assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #1 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 and assumption from each Person who assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #1 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 direct 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. Additionally, for the avoidance of doubt, the Developer shall require that any Person comply with obligations of this Section 5 with respect to any subsequent transfers by such Person to any individual or entity meeting the definition of a “Developer” in the future.

#### SECTION 6. Assumption of Reporting Obligations by Significant Homebuilder.

(a) If a Homebuilder acquires ownership of real property in Improvement Area #1 resulting in such Homebuilder becoming a Significant Homebuilder, the Developer may (i) cause such Significant Homebuilder to comply with the Developer’s disclosure obligations under Section 3 and Section 4(b) hereof, with respect to such acquired real property, until such party’s disclosure obligations terminate pursuant to Section 7 of this Disclosure Agreement or (ii) elect to provide any or all Quarterly Information on behalf of such Significant Homebuilder; provided, however, that if the Developer initially elects to provide any or all Quarterly Information on behalf of such Significant Homebuilder, the Developer may elect in the future to cause such Significant Homebuilder to comply with the Developer’s disclosure obligations, as described in (i) above.

(b) If the Developer elects to cause a Significant Homebuilder to comply with the Developer’s disclosure obligations, as described in (i) above, the Developer shall deliver to the

Dissemination Agent, Administrator and the Issuer a written acknowledgment from each Significant Homebuilder, in substantially the form attached as Exhibit F (the “Significant Homebuilder Acknowledgment”), acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to Section 4(a)(ix) above, the Developer shall direct the Dissemination Agent to file a copy of the Significant Homebuilder Acknowledgment with the MSRB, in accordance with Sections 4(c) above. Upon any such transfer to a Significant Homebuilder, and such Significant Homebuilder’s delivery of written acknowledgment of assumption of the 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. The Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until an acknowledgment of assignment 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, the Developer shall not be liable for the acts or omissions of such Significant Homebuilder arising from or in connection with such disclosure obligations under this Disclosure Agreement. Additionally, for the avoidance of doubt, the Developer shall use commercially reasonable efforts to require that any Significant Homebuilder comply with obligations of this Section 6 with respect to any subsequent transfers by such Significant Homebuilder to any individual or entity meeting the definition of a “Significant Homebuilder” in the future, including the requirement, pursuant to Section 4(b)(vi) above, to direct the Dissemination Agent to file a copy of the Significant Homebuilder Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above.

#### SECTION 7. Termination of Reporting Obligations.

(a) The reporting obligations of the Developer or any Significant Homebuilder under this Disclosure Agreement shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, (ii) when the Developer or such Significant Homebuilder, including their respective affiliates and/or successors and assigns, no longer owns five percent (5%) or more single family residential lots within Improvement Area #1, as of each Quarterly Ending Date, or (iii) the Issuer’s issuance of the certificate of occupancy for the last single family residential lot or Parcel owned by the Developer or such Significant Homebuilder, including their respective affiliates and/or successors and assigns, respectively; provided, however, if the Developer elects to provide any or all Quarterly Information on behalf of a Significant Homebuilder in accordance with Section 6(a) above, the reporting obligations of the Developer under this Disclosure Agreement shall terminate upon the earlier of (i) the date when none of the Bonds remain Outstanding, (ii) when the Developer and such Significant Homebuilder(s) (on behalf of whom the Developer is reporting), including their respective affiliates and/or successors and assigns, collectively no longer own five percent (5%) or more single family residential lots within Improvement Area #1, as of each Quarterly Ending Date, or (iii) the Issuer’s issuance of the certificate of occupancy for the last single family residential lot or Parcel owned by the Developer and such Significant Homebuilder(s) (on behalf of whom the Developer is reporting), including their respective affiliates and/or successors and assigns.

(b) Upon receipt of written notice from a Reporting Party or the Dissemination Agent that the reporting obligations of a Reporting Party have terminated in accordance with subsection (a) of this Section 7, the Administrator shall provide written notice to the applicable Reporting Party, the

Participating Underwriter, the Issuer, and the Dissemination Agent in substantially the form attached as Exhibit C, thereby terminating 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 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 initial Dissemination Agent appointed hereunder shall be U.S. Bank Trust Company, National Association. The Issuer may, from time to time, appoint or engage a successor Dissemination Agent to assist the Reporting Parties in carrying out their obligations under this Disclosure Agreement and may discharge such Dissemination Agent, with or without 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 then-existing Reporting Party of any change in the identity of the Dissemination Agent. 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 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 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 any Reporting Party, or the type of business conducted; and

(b) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners 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 (which consent will not be unreasonably withheld or delayed).

(c) In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Developer 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 Reporting Parties. The Developer shall

provide, or cause to be provided, at its cost and expense, an executed copy of any amendment or waiver entered into under 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 any 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 Listed Event in addition to that which is specifically required by this Disclosure Agreement, no Reporting Party shall have an obligation under this Disclosure Agreement to update such information or include it in any future Quarterly Report or notice of occurrence of a Listed Event.

SECTION 11. Content of Disclosures. 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, whether provided under Section 3, 4 or 10 of this Disclosure Agreement.

SECTION 12. Default. In the event of a failure of a Reporting Party, Dissemination Agent or Administrator to comply with any provision of this Disclosure Agreement, any Owner or beneficial owner of the Bonds may, and the Trustee (at the written request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Reporting Party, Dissemination Agent and/or 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 Developer, Dissemination Agent or Administrator to comply with this Disclosure Agreement shall be an action to 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. Furthermore, a default under this Disclosure Agreement by any Reporting Party shall not be deemed a default under this Disclosure Agreement by any other Reporting Party, and no Reporting Party shall have any obligation to take any action to mitigate or cure the default of any other Reporting Party.

SECTION 13. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) 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. 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 reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Developer under this Section shall survive 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 any Reporting Party or the Administrator does not provide the information required by Section 3(d) hereof in a timely manner as required by Sections 3(a) or (b) hereof, or incomplete Quarterly Information is provided by any Reporting Party, the Dissemination Agent shall not be responsible for the failure to submit a complete Quarterly Report to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. 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 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 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.

(d) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, THE DEVELOPER OR ANY SIGNIFICANT HOMEBUILDER BE LIABLE TO THE OWNER 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 OR A SIGNIFICANT HOMEBUILDER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 14. No Personal Liability. No covenant, stipulation, obligation or agreement of a 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 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 Owners 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 Service Plan Update. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #1, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the Annual Service Plan Update. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of the District, 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 notice, instructions, or communication, required to be given or made hereunder shall be in writing and shall be given or made by e-mail, facsimile, 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 notices, instructions or communications are provided or delivered by e-mail, the sender must request a read or return receipt from the recipient confirming that the recipient received the e-mail with such notice, instruction, or communication.

If to Developer:	Armbruster Development, Inc. 2100 Northland Drive Austin, Texas 78756 E-mail: garrett@mymilestone.com
If to the Dissemination Agent or Trustee:	U.S. Bank Trust Company, National Association 13737 Noel Road, Suite 800 Dallas, Texas 75240 E-mail: brian.jensen@usbank.com
If to Administrator:	P3Works, LLC 9284 Huntington Square, Ste 100 North Richland Hills, Texas 76182 E-mail: admin@p3-works.com
If to the Issuer:	City of Buda, Texas 405 E. Loop St. Buda, Texas 78610 E-mail: micah.grau@budatx.gov
If to Participating Underwriter:	FMSbonds, Inc. 5 Cowboys Way, Suite 300-25 Frisco, Texas 75034 E-mail: Tdavenport@fmsbonds.com

SECTION 21. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*[Signature pages follow.]*

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION  
(as Dissemination Agent)

By: \_\_\_\_\_  
Authorized Officer

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER  
(PERSIMMON PID IMPROVEMENT AREA #1)

ARMBRUSTER DEVELOPMENT, INC.,  
a Texas corporation  
(as Developer)

By: \_\_\_\_\_

Name: Garrett S. Martin

Title: President

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER  
(PERSIMMON PID IMPROVEMENT AREA #1)

P3WORKS, LLC  
(as Administrator)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER  
(PERSIMMON PID IMPROVEMENT AREA #1)

**EXHIBIT A**

**CITY OF BUDA, TEXAS,  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025  
(PERSIMMON PUBLIC IMPROVEMENT DISTRICT  
IMPROVEMENT AREA #1 PROJECT)**

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**QUARTERLY REPORT**  
*[INSERT QUARTERLY ENDING DATE]*

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Delivery Date: \_\_\_\_\_, 20\_\_

CUSIP Numbers: [Insert CUSIP Numbers]

**DISSEMINATION AGENT**

Name: U.S. Bank Trust Company, National Association  
Address: 13737 Noel Road, Suite 800  
City: Dallas, Texas 75240  
Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

**I. Unit Mix in Improvement Area #1**

<b><u>Product Type</u></b>	<b><u>Number of Units</u></b>
Single Family 50'	
Single Family 55'	
Single Family 60'	

**II. Ownership of Lots/Units in Improvement Area #1**

PLANNED LOTS IN IMPROVEMENT AREA #1: [\_\_\_\_\_]

Of the [\_\_\_\_\_] lots in Improvement Area #1:

1. Number of lots owned by the Developer: [\_\_\_\_\_]
  - a. Number of lots under contract but not closed to Homebuilder(s): [\_\_\_\_\_]

2. Number of lots owned by all Homebuilder(s): [\_\_\_\_\_] <sup>1</sup>
  - a. Number of lots owned by [*insert name of Homebuilder*]: [\_\_\_\_\_] <sup>2</sup>
  - b. Number of lots owned by [*insert name of Homebuilder*]: [\_\_\_\_\_] <sup>2</sup>
3. Number of units owned by homeowners: [\_\_\_\_\_]

### **III. Lot Status in Improvement Area #1**

Of the lots in Improvement Area #1, what is the status:

1. Planned lots as of the date of issuance of the Bonds: [\_\_\_\_\_]
2. Planned lots as of the date of this Quarterly Report: [\_\_\_\_\_]
3. Number of Lots developed: [\_\_\_\_\_]
4. Expected completion date of all lots in Improvement Area #1 (if incomplete):  
[\_\_\_\_\_]

### **IV. Home Sales Information in Improvement Area #1**

PLANNED HOMES IN IMPROVEMENT AREA #1: [\_\_\_\_\_]

Of the [\_\_\_\_\_] homes planned for Improvement Area #1:

1. How many total building permits were issued **during the current quarter?**  
[\_\_\_\_\_]
  - a. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: [\_\_\_\_\_] <sup>2</sup>
  - b. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: [\_\_\_\_\_] <sup>2</sup>
2. How many total homes have closed with homebuyers **during the current quarter?**  
[\_\_\_\_\_]
  - a. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: [\_\_\_\_\_] <sup>2</sup>
  - b. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: [\_\_\_\_\_] <sup>2</sup>
3. How many total homes have closed with homebuyers **cumulatively?** [\_\_\_\_\_]
  - a. Number of homes closed with homebuyers cumulatively for [*insert name of Homebuilder*]: [\_\_\_\_\_] <sup>2</sup>
  - b. Number of homes closed with homebuyers cumulatively for [*insert name of Homebuilder*]: [\_\_\_\_\_] <sup>2</sup>

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<sup>1</sup> 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.

<sup>2</sup> Include a line item for each individual Homebuilder.

#### **V. Expenditures Paid from Accounts under Indenture**

TOTAL BUDGETED COSTS REQUIRED TO COMPLETE IMPROVEMENT AREA #1 IMPROVEMENTS: \$[\_\_\_\_\_]

Of the budgeted costs for Improvement Area #1 shown in the Service and Assessment Plan:

1. Actual costs drawn from the Improvement Area #1 Improvement Account<sup>3</sup>:  
\$[\_\_\_\_\_]

#### **VI. Status of Improvements in Improvement Area #1**

1. [Actual/Excepted] date of completion of the Improvement Area #1 Improvements:  
[\_\_\_\_\_]
2. If applicable, explanation of any delay/change in projected completion date since last Quarterly Report was filed:  
[\_\_\_\_\_]

#### **VII. Amenity Status**

1. Total expected costs of Amenities: \$[\_\_\_\_\_]
2. Amount spent as of Quarterly Ending Date: \$[\_\_\_\_\_]
3. [Actual/Expected] completion date of Amenities: [\_\_\_\_\_]

#### **VIII. Material Changes**

Describe any material changes, if applicable:

1. **Permits and Approvals** - Since the issuance of the Bonds, have there been any material changes to permits or development approvals (including any zoning) impacting the development of the land subject to the Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.
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.

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<sup>3</sup> Improvement Area #1 Improvement Account means the account titled Improvement Area #1 Improvement Account held under the Project Fund in the Indenture.

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 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. **Completion Agreement** – Is the Developer required to provide evidence of available funds, in addition to the amounts on deposit in the Project Fund, to complete the construction of the Improvement Area #1 Improvements? If so, identify the available sources of funding and provide the amount of funding needed to complete the Improvement Area #1 Improvements.
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 Buda, Texas  
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2025 (Persimmon  
Public Improvement District Improvement Area #1 Project)(the  
“Bonds”)  
CUSIP Nos. [insert CUSIP Nos.]  
Date of Delivery: \_\_\_\_\_, 20\_\_

NOTICE IS HEREBY GIVEN that \_\_\_\_\_, a  
\_\_\_\_\_ (the [“Developer”] [“Significant Homebuilder”]) has not provided the  
[Quarterly Information][Quarterly Report] for the period ending on [*Insert Quarterly Ending Date*]  
with respect to the Bonds as required by the Continuing Disclosure Agreement of Developer dated  
as of February 1, 2025, by and among Armbruster Development, Inc. (the “Developer”), P3Works,  
LLC (the “Administrator”) and U.S. Bank Trust Company, National Association (the  
“Dissemination Agent”). [Developer] [Significant Homebuilder] anticipates that the [Quarterly  
Information][Quarterly Report] will be [provided][filed] by \_\_\_\_\_.

Dated: \_\_\_\_\_

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION,  
on behalf of the [Developer] [Significant  
Homebuilder]  
(as Dissemination Agent)

By: \_\_\_\_\_

Title: \_\_\_\_\_

cc: City of Buda, Texas

**EXHIBIT C**

**TERMINATION NOTICE**

[DATE]

Name of Issuer: City of Buda, Texas  
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2025 (Persimmon  
Public Improvement District Improvement Area #1 Project)(the  
“Bonds”)  
CUSIP Nos. [insert CUSIP Nos.]  
Date of Delivery: \_\_\_\_\_, 20\_\_

FMSbonds, Inc.  
5 Cowboys Way, Suite 300-25  
Frisco, Texas 75034

Armbruster Development, Inc.  
2100 Northland Drive  
Austin, Texas 78756

City of Buda, Texas  
405 E. Loop St.  
Building 100  
Buda, Texas 78610

[Insert Significant Homebuilder  
Contact Information]

U.S. Bank Trust Company, National  
Association  
13737 Noel Road, Suite 800  
Dallas, Texas 75240

NOTICE IS HEREBY GIVEN that \_\_\_\_\_, a  
\_\_\_\_\_ (the [“Developer”] [“Significant Homebuilder”]) is no longer  
responsible for providing [any Quarterly Information][the Quarterly Report] with respect to the  
Bonds, thereby, terminating such party’s reporting obligations under the Continuing Disclosure  
Agreement of Developer dated as of February 1, 2025, by and among Armbruster Development,  
Inc. (the “Developer”), P3Works, LLC (the “Administrator”) and U.S. Bank Trust Company,  
National Association (the “Dissemination Agent”).

Dated: \_\_\_\_\_

P3Works, LLC  
on behalf of the [Developer] [Significant  
Homebuilder]  
(as Administrator)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D**  
**CERTIFICATION LETTER**

[DATE]

Name of Issuer: City of Buda, Texas  
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2025 (Persimmon  
Public Improvement District Improvement Area #1 Project)  
CUSIP Nos. [insert CUSIP Nos.]  
Quarterly Ending Date: \_\_\_\_\_, 20\_\_

Re: Quarterly Report for Persimmon Public Improvement District Improvement Area #1

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of Developer dated as of February 1, 2025, by and among Armbruster Development, Inc. (the “Developer”), P3Works, LLC (the “Administrator”) and U.S. Bank Trust Company, National Association (the “Dissemination Agent”), this letter constitutes the certificate stating that the Quarterly Information, provided by [Developer] [\_\_\_\_\_, as a “Significant Homebuilder”], contained in this Quarterly Report herein submitted by the Administrator, on behalf of the [Developer] [Significant Homebuilder], constitutes the portion of the Quarterly Report required to be furnished by [Developer] [Significant Homebuilder]. Any and all Quarterly Information, provided by the [Developer] [Significant Homebuilder], contained in this Quarterly Report for the three month period ending on [Insert Quarterly Ending Date], to the best of my knowledge, is true and correct, as of [insert date].

Please do not hesitate to contact our office if you have and questions or comments.

ARMBRUSTER DEVELOPMENT, INC.,  
a Texas corporation  
(as Developer)

By: \_\_\_\_\_

Name: Garret S. Martin

Title: President

OR

[SIGNIFICANT HOMEBUILDER  
(as Significant Homebuilder)

By: \_\_\_\_\_  
Title: \_\_\_\_\_]

## EXHIBIT E

### FORM OF ACKNOWLEDGMENT OF ASSIGNMENT OF DEVELOPER REPORTING OBLIGATIONS

[DATE]

City of Buda, Texas  
405 E. Loop St.  
Building 100  
Buda, Texas 78610

P3Works, LLC  
9284 Huntington Square, Ste 100  
North Richland Hills, Texas 76182

U.S. Bank Trust Company, National Association  
13737 Noel Road, Suite 800  
Dallas, Texas 75240

**Re: Persimmon Public Improvement District Improvement Area #1 – Continuing Disclosure Obligation**

Dear \_\_\_\_\_,

Per [*Insert name of applicable agreement*], as of \_\_\_\_\_, 20\_\_, you have been assigned and have assumed the obligations, requirements, or covenants to construct one or more of the Improvement Area #1 Improvements or Amenities (as those terms are defined in the Disclosure Agreement of Developer (as defined herein) within Improvement Area #1 of the Persimmon Public Improvement District (the “District”).

Pursuant to Section 2 of the Continuing Disclosure Agreement of Developer (the “Disclosure Agreement of Developer”) by and among Armbruster Development, Inc. (the “Initial Developer”), P3Works, LLC (the “Administrator”) and U.S. Bank Trust Company, National Association (the “Dissemination Agent”), with respect to the “Special Assessment Revenue Bonds, Series 2025 (Persimmon Public Improvement District Improvement Area #1 Project)”, any person that, through assignment, assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #1 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,

ARMBRUSTER DEVELOPMENT, INC.,  
a Texas corporation  
(as Developer)

By: \_\_\_\_\_

Name: Garret S. Martin

Title: President

Acknowledged by:

**[INSERT ASSIGNEE NAME]**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**EXHIBIT F**

**FORM OF ACKNOWLEDGMENT OF ASSIGNMENT  
OF SIGNIFICANT HOMEBUILDER REPORTING OBLIGATIONS**

[DATE]

City of Buda, Texas  
405 E. Loop St.  
Building 100  
Buda, Texas 78610

P3Works, LLC  
9284 Huntington Square, Ste 100  
North Richland Hills, Texas 76182

U.S. Bank Trust Company, National Association  
13737 Noel Road, Suite 800  
Dallas, Texas 75240

**Re: Persimmon Public Improvement District Improvement Area #1 – Continuing Disclosure Obligation**

Dear \_\_\_\_\_,

As of \_\_\_\_\_, 202\_, you own \_\_\_\_ single family residential lots within Improvement Area #1 of the Persimmon Public Improvement District (the “District”). Pursuant to Section 2 of the Continuing Disclosure Agreement of the Developer (the “Disclosure Agreement”) dated as of February 1, 2025, by and among, Armbruster Development, Inc. (the “Developer”), P3Works, LLC (the “Administrator”) and U.S. Bank Trust Company, National Association (the “Dissemination Agent”), with respect to the “Special Assessment Revenue Bonds, Series 2025 (Persimmon Public Improvement District Improvement Area #1 Project)” any entity that owns ten or more single family residential lots within Improvement Area #1 is defined as a Significant Homebuilder.

As a Significant Homebuilder, pursuant to Section 6 of the Disclosure Agreement, you acknowledge and assume the reporting obligations under Section 3 Section 4(b) of the Disclosure Agreement for the property which is owned as detailed in the Disclosure Agreement, which is included herewith.

Sincerely,

ARMBRUSTER DEVELOPMENT, INC.,  
a Texas corporation  
(as Developer)

By: \_\_\_\_\_

Name: Garret S. Martin

Title: President

Acknowledged by:

**[INSERT SIGNIFICANT HOMEBUILDER NAME]**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**APPENDIX E**  
**APPRAISAL**

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**AN APPRAISAL REPORT**  
**OF**  
**PERSIMMON PUBLIC IMPROVEMENT DISTRICT (PID), AREA 1,**  
**BEING 248 PROPOSED LOTS, ON 104.832 NET ACRES IN PHASE 1,**  
**ALONG WITH TWO COMMERCIAL RESERVES,**  
**LOCATED ALONG THE NORTH LINE OF R.M. 967,**  
**EAST OF CIMARRON PARK LOOP,**  
**IN BUDA, HAYS COUNTY, TEXAS 78610**

**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: C8955-02**

**AS OF**  
**TRANSMITTAL DATE OF APPRAISAL: NOVEMBER 15, 2024**  
**DATE OF SITE VISIT: OCTOBER 1, 2024**  
**PROSPECTIVE "UPON COMPLETION" DATE: DECEMBER 1, 2025**



# BARLETTA & ASSOCIATES, INC.

REAL ESTATE APPRAISERS • CONSULTANTS

November 15, 2024

Mr. R.R. "Tripp" Davenport, III  
Underwriter  
FMSbonds, Inc.  
5 Cowboy Way, Suite 300-25  
Frisco, Texas 75034

RE: An Appraisal Report of **Persimmon Public Improvement District (PID), Area 1, being 248 proposed lots, on 104.832 net acres in Phase 1, along with a 6.39-acre acre commercial reserve, and a 6.28-acre commercial reserve, located along the north line of R.M. 967, east of Cimarron Park Loop, in Buda, Hays County, Texas 78610. Of the 248 proposed lots in Phase 1, 114 lots will have typical dimensions of 50' x 120', or 6,000 SF; 101 lots will have typical dimensions of 55' x 120', or 6,600 SF; and 33 lots will have typical dimensions of 65' x 120', or 7,800 SF.**

**B&A File No. C8955-02**

Dear Mr. Davenport:

At your request, I have physically visited and prepared an appraisal of the above-captioned property, gathered comparable market data, and conducted a study of the market area for the purpose of providing my opinion of the **"Upon Completion" Market Value in Bulk of the subject 248 Phase 1 proposed residential lots, and the "Upon Completion" Market Values of each of the two subject commercial reserves**, 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. This appraisal also complies with applicable fair lending and anti-discrimination laws including the Equal Credit Opportunity Act (ECOA), the Fair Housing Act (FHA), the Civil Rights Act of 1866, as well as other federal, state or local laws that prohibit discrimination.

**At the request of the client, the "As Is" Market Values of the 248 proposed lots and the two commercial reserves in Persimmon, have not been valued herein.**

To conclude, it is my opinion that the **"Upon Completion" Market Values of the** fee simple interests in the subject proposed lots and land in **Persimmon, Phase 1**, as of the indicated prospective date, are as follows:

Description	"Upon Completion" Market Value	Prospective Date
248 Residential Lots in Persimmon, Phase 1, In Bulk	\$39,000,000	12/1/2025
6.39-Acre Commercial Reserve in Persimmon, Phase 1	\$2,000,000	12/1/2025
6.28-Acre Commercial Reserve in Persimmon, Phase 1	\$1,950,000	12/1/2025

The Bulk Market Value of Persimmon PID, Area 1, Phase 1 residential lots is derived from a Sum of Retail Revenue of **\$44,622,000**, or \$177,712 per lot.

**Extraordinary Assumptions:**

- 1.) Persimmon PID, Area 1, Phase 1 is now only preliminarily platted, and the "Upon Completion" Market Value of Phase 1 is subject to a review of the final plat, once available.
- 2.) The subject property is proposed as a residential subdivision, with a prospective completion date. In this appraisal report, I have projected the market conditions at the prospective time of completion that would be anticipated by typical market participants. In a similar fashion, I projected the retail valuation of the individual subject lots, absorption period and holding costs, based on projected conditions that are anticipated by typical market participants. Further, unknown circumstances may change the anticipated date of completion to another date, which may have market conditions that are different from those which are expected on the anticipated date of completion that is reflected in this report. Because actual future market conditions may deviate from those which are anticipated by typical market participants, this appraisal is subject to a review of market conditions and current sale data that will be available on the prospective or actual date of completion.
- 3.) This appraisal is subject to the proposed improvements being completed in a timely and professional workmanlike manner and that the proposed improvements do not deviate significantly from those described herein.
- 4.) The valuation of the subject improvements "Upon Completion" require a valuation of the subject improvements as of a prospective date, when they are projected to be physically complete based upon the plans and specifications provided. Developing this opinion of value requires the use of an extraordinary assumption because the subject in the prospective value opinion is as it exists as of a future date when physically complete. Therefore, I have relied upon information and specifications for the proposed improvements provided by the subject developing party. Should these representations be amended, or prove to be inaccurate, the value conclusions are subject to revision.
- 5.) This appraisal assumes that the developer's marketing plan is for new homes with a price-point range of \$545,000 (50' lots), up to \$655,000 (65' lots), by Milestone Community Builders, or a comparable production home builder.
- 6.) **The developer, Bailey Land Investments, LP, has contracted with DFH Coventry, LLC to sell 75 of the 248 subject lots on a takedown basis of 25 lots per quarter, upon substantial completion. According to Mr. Garret Martin, with Bailey Land Investments, LP, several other builders have expressed interest in purchasing lots in Persimmon, Phase 1, including Perry Homes, Scott Felder Homes and Lennar Homes, but have yet to contract for lots. This appraisal assumes that at least three prominent home builders (DFH Coventry, Milestone Community Builders and one other) will be purchasing lots in Persimmon, Phase 1.**

7.) A deviation from any of the extraordinary assumptions stated above might have an effect on the Market Value conclusions contained herein.

**Market Value** is defined by FIRREA as follows:

**Market Value** means 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:

- (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, TX-1320197-G

## **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. I have provided no real estate services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. 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 October 1, 2024.
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 “Upon Completion” Market Value in Bulk of the subject 248 Phase 1 proposed residential lots, and the “Upon Completion” Market Values of each of the two subject commercial reserves** of the fee simple interest in the subject properties, as of the indicated prospective date, are as follows:

Description	“Upon Completion” Market Value	Prospective Date
248 Residential Lots in Persimmon, Phase 1, In Bulk	\$39,000,000	12/1/2025
6.39-Acre Commercial Reserve in Persimmon, Phase 1	\$2,000,000	12/1/2025
6.28-Acre Commercial Reserve in Persimmon, Phase 1	\$1,950,000	12/1/2025

### **Extraordinary Assumptions:**

- 1.) Persimmon PID, Area 1, Phase 1 is now only preliminarily platted, and the “Upon Completion” Market Value of Phase 1 is subject to a review of the final plat, once available.
- 2.) The subject property is proposed as a residential subdivision, with a prospective completion date. In this appraisal report, I have projected the market conditions at the prospective time of completion that would be anticipated by typical market participants. In a similar fashion, I projected the retail valuation of the individual subject lots, absorption period and holding costs, based on projected conditions that are anticipated by typical market participants. Further, unknown circumstances may change the anticipated date of completion to another date, which may have market conditions that are different from those which are expected on the anticipated date of completion that is reflected in this report. Because actual future market conditions may deviate from those which are anticipated by typical market participants, this appraisal

is subject to a review of market conditions and current sale data that will be available on the prospective or actual date of completion.

- 3.) This appraisal is subject to the proposed improvements being completed in a timely and professional workmanlike manner and that the proposed improvements do not deviate significantly from those described herein.
- 4.) The valuation of the subject improvements "Upon Completion" require a valuation of the subject improvements as of a prospective date, when they are projected to be physically complete based upon the plans and specifications provided. Developing this opinion of value requires the use of an extraordinary assumption because the subject in the prospective value opinion is as it exists as of a future date when physically complete. Therefore, I have relied upon information and specifications for the proposed improvements provided by the subject developing party. Should these representations be amended, or prove to be inaccurate, the value conclusions are subject to revision.
- 5.) This appraisal assumes that the developer's marketing plan is for new homes with a price-point range of \$545,000 (50' lots), up to \$655,000 (65' lots), by Milestone Community Builders, DFH Coventry Homes, Perry Homes, Scott Felder Homes and/or Lennar Homes or comparable production home builders.
- 6.) **The developer, Bailey Land Investments, LP, has contracted with DFH Coventry, LLC to sell 75 of the 248 subject lots on a takedown basis of 25 lots per quarter, upon substantial completion. According to Mr. Garret Martin, with Bailey Land Investments, LP, several other builders have expressed interest in purchasing lots in Persimmon, Phase 1, including Perry Homes, Scott Felder Homes and Lennar Homes, but have yet to contract for lots. This appraisal assumes that at least three prominent home builders (DFH Coventry, Milestone Community Builders and one other) will be purchasing lots in Persimmon, Phase 1.**
- 7.) A deviation from any of the extraordinary assumptions stated above might have an effect on the Market Value conclusions contained herein.

**BARLETTA & ASSOCIATES, INC.**




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Phillip F. Barletta, MAI, SRA  
 President  
 State Certified, TX-1320197-G

### **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.

**Extraordinary Assumptions:**

- 1.) Persimmon PID, Area 1, Phase 1 is now only preliminarily platted, and the "Upon Completion" Market Value of Phase 1 is subject to a review of the final plat, once available.
- 2.) The subject property is proposed as a residential subdivision, with a prospective completion date. In this appraisal report, I have projected the market conditions at the prospective time of completion that would be anticipated by typical market participants. In a similar fashion, I projected the retail valuation of the individual subject lots, absorption period and holding costs, based on projected conditions that are anticipated by typical market participants. Further, unknown circumstances may change the anticipated date of completion to another date, which may have market conditions that are different from those which are expected on the anticipated date of completion that is reflected in this report. Because actual future market conditions may deviate from those which are anticipated by typical market participants, this appraisal is subject to a review of market conditions and current sale data that will be available on the prospective or actual date of completion.
- 3.) This appraisal is subject to the proposed improvements being completed in a timely and professional workmanlike manner and that the proposed improvements do not deviate significantly from those described herein.
- 4.) The valuation of the subject improvements "Upon Completion" require a valuation of the subject improvements as of a prospective date, when they are projected to be physically complete based upon the plans and specifications provided. Developing this opinion of value requires the use of an extraordinary assumption because the subject in the prospective value opinion is as it exists as of a future date when physically complete. Therefore, I have relied upon information and specifications for the proposed improvements provided by the subject developing party. Should these representations be amended, or prove to be inaccurate, the value conclusions are subject to revision.
- 5.) This appraisal assumes that the developer's marketing plan is for new homes with a price-point range of \$545,000 (50' lots), up to \$655,000 (65' lots), by Milestone Community Builders, DFH Coventry Homes, Perry Homes, Scott Felder Homes and/or Lennar Homes or comparable production home builders.
- 6.) **The developer, Bailey Land Investments, LP, has contracted with DFH Coventry, LLC to sell 75 of the 248 subject lots on a takedown basis of 25 lots per quarter, upon substantial completion. According to Mr. Garret Martin, with Bailey Land**

**Investments, LP, several other builders have expressed interest in purchasing lots in Persimmon, Phase 1, including Perry Homes, Scott Felder Homes and Lennar Homes, but have yet to contract for lots. This appraisal assumes that at least three prominent home builders (DFH Coventry, Milestone Community Builders and one other) will be purchasing lots in Persimmon, Phase 1.**

- 7.) A deviation from any of the extraordinary assumptions stated above might have an effect on the Market Value conclusions contained herein.

### **SUMMARY OF SALIENT FACTS AND CONCLUSIONS**

Type of Property: Persimmon Public Improvement District (PID), Area 1, being 248 proposed lots, on 104.832 net acres in Phase 1, along with a 6.39-acre commercial reserve, and a 6.28-acre commercial reserve, located along the north line of R.M. 967, east of Cimarron Park Loop, in Buda, Hays County, Texas 78610. Of the 248 proposed lots in Phase 1, 114 lots will have typical dimensions of 50' x 120', or 6,000 SF; 101 lots will have typical dimensions of 55' x 120', or 6,600 SF; and 33 lots will have typical dimensions of 65' x 120', or 7,800 SF.

Mapscos Reference: Hays County – 580 L & Q

Postal Address: 1420 R.M. 967  
Buda, Texas 78610

Location: Along the north line of R.M. 967, east of Cimarron Park Loop, in Buda, Hays County, Texas 78610.

#### **Site Size**

Parent Tract: 117.502 acres

Phase 1 Residential Tract Size: 104.832 net acres for 248 lots; 3.81 lots per acre.

Commercial Reserve 1: 6.390 acres, or 278,348 SF

Commercial Reserve 2: 6.280 acres, or 273,557 SF

#### **Subject Lot Mix**

	<b><u>No.</u></b>	<b><u>Description</u></b>	<b><u>Typical Dimensions</u></b>	<b><u>Avg. Size</u></b>
Persimmon PID Area 1:	114	Proposed	50' x 120'	6,000 SF
	101	Proposed	55' x 120'	6,600 SF
	33	Proposed	65' x 120'	7,800 SF
	<b>248</b>	<b>Total/Avg</b>	<b>50' x 120'</b>	<b>6,484 SF</b>

#### **Appraisal Dates**

- Date of Site Visit: October 1, 2024

- Date of Report Transmittal: November 15, 2024

- Prospective Date of Value: December 1, 2025

Purpose of the Appraisal: To provide an opinion of the "Upon Completion" Market Value in Bulk of the subject 248 Phase 1 proposed residential lots, and the "Upon Completion" Market Values of each of the two subject commercial reserves, 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
Floodplain:	Zone "X," being outside of the 100-year and 500-year floodplains, according to FEMA Map Panel No. 48209C0280F, dated 9/2/2005.
Easements:	A 75' wide Pedernales Electric Cooperative power easement extends north/south along the western portion of the subject site, towards the rear of the two commercial reserves.

### **Utilities/Services**

Water:	City of Buda
Sanitary Sewer:	City of Buda
Electricity:	Pedernales Electric Co-Op
Natural Gas:	Center Point Energy
Telephone/Cable Service:	Time Warner/Spectrum/Verizon
Police Protection:	City of Buda and Hays County Sheriff's Dept.
Fire Protection:	Hays County Emergency Districts #2 & #8
School District:	Hays Consolidated I.S.D.

### **Zoning**

Residential Site:	Planned Development (PD), by the City of Buda for R-3 uses.
Commercial Reserves 1 & 2:	Form F4, by the City of Buda, which allows for mixed-use developments that are compatible to surrounding or existing residential uses.
Restrictions:	None adverse known.
Subject Builders:	Milestone Community Builders, DFH Coventry Homes, and at least 1 other prominent production builder to be determined prior to substantial completion.
New Home Price Range:	\$545,000 to \$655,000
Highest & Best Use:	Near term, phased residential lot development, as economic conditions and demand warrants.

**CONCLUSION:** The subject Persimmon PID has a suburban location in the rapidly growing Kyle/Buda Market Area of Austin. The subject subdivision will offer heavily wooded home sites with an average of 4 oak trees per lot, and a full compliment of master-planned amenities. All services and public utilities are available, and no detrimental zoning, encroachments, or restrictions were noted, which would represent an adverse influence to the subject lots for mid-priced production housing, as proposed.

**MARKET VALUE CONCLUSIONS:**

<b>Description</b>	<b>"Upon Completion" Market Value</b>	<b>Prospective Date</b>
248 Residential Lots in Persimmon, Phase 1, In Bulk	\$39,000,000	12/1/2025
6.39-Acre Commercial Reserve in Persimmon, Phase 1	\$2,000,000	12/1/2025
6.28-Acre Commercial Reserve in Persimmon, Phase 1	\$1,950,000	12/1/2025

**Extraordinary Assumptions:**

- 1.) Persimmon PID, Area 1, Phase 1 is now only preliminarily platted, and the "Upon Completion" Market Value of Phase 1 is subject to a review of the final plat, once available.
- 2.) The subject property is proposed as a residential subdivision, with a prospective completion date. In this appraisal report, I have projected the market conditions at the prospective time of completion that would be anticipated by typical market participants. In a similar fashion, I projected the retail valuation of the individual subject lots, absorption period and holding costs, based on projected conditions that are anticipated by typical market participants. Further, unknown circumstances may change the anticipated date of completion to another date, which may have market conditions that are different from those which are expected on the anticipated date of completion that is reflected in this report. Because actual future market conditions may deviate from those which are anticipated by typical market participants, this appraisal is subject to a review of market conditions and current sale data that will be available on the prospective or actual date of completion.
- 3.) This appraisal is subject to the proposed improvements being completed in a timely and professional workmanlike manner and that the proposed improvements do not deviate significantly from those described herein.
- 4.) The valuation of the subject improvements "Upon Completion" require a valuation of the subject improvements as of a prospective date, when they are projected to be physically complete based upon the plans and specifications provided. Developing this opinion of value requires the use of an extraordinary assumption because the subject in the prospective value opinion is as it exists as of a future date when physically complete. Therefore, I have relied upon information and specifications for the proposed improvements provided by the subject developing party. Should these representations be amended, or prove to be inaccurate, the value conclusions are subject to revision.
- 5.) This appraisal assumes that the developer's marketing plan is for new homes with a price-point range of \$545,000 (50' lots), up to \$655,000 (65' lots), by Milestone Community Builders, DFH Coventry Homes, Perry Homes, Scott Felder Homes and/or Lennar Homes or comparable production home builders.
- 6.) **The developer, Bailey Land Investments, LP, has contracted with DFH Coventry, LLC to sell 75 of the 248 subject lots on a takedown basis of 25 lots per quarter, upon substantial completion. According to Mr. Garret Martin, with Bailey Land**

**Investments, LP, several other builders have expressed interest in purchasing lots in Persimmon, Phase 1, including Perry Homes, Scott Felder Homes and Lennar Homes, but have yet to contract for lots. This appraisal assumes that at least three prominent home builders (DFH Coventry, Milestone Community Builders and one other) will be purchasing lots in Persimmon, Phase 1.**

- 7.) A deviation from any of the extraordinary assumptions stated above might have an effect on the Market Value conclusions contained herein.

### **IDENTIFICATION OF THE SUBJECT PROPERTY**

The subject property consists of Persimmon Public Improvement District (PID), Area 1, being 248 proposed lots, on 104.832 net acres in Phase 1, along with a 6.39-acre commercial reserve, and a 6.28-acre commercial reserve, located just north of R.M. 967, and the east line of proposed Marathon Road, in Buda, Hays County, Texas 78610. Of the 248 proposed lots in Phase 1, 114 lots will have typical dimensions of 50' x 120', or 6,000 SF; 101 lots will have typical dimensions of 55' x 120', or 6,600 SF; and 33 lots will have typical dimensions of 65' x 120', or 7,800 SF. The majority of the subject lots are to be built-out by Milestone Community Builders, which is a related entity to the developer, and will have new home price points ranging from \$545,000 (50' lots), up to \$655,000 (65' lots).

Bailey Land Investments, LP, has contracted with DFH Coventry, LLC to sell 75 of the 248 subject lots on a takedown basis of 25 lots per quarter, upon substantial completion. According to Mr. Garret Martin, with Bailey Land Investments, LP, several other builders have expressed interest in purchasing lots in Persimmon, Phase 1, including Perry Homes, Scott Felder Homes and Lennar Homes, but have yet to contract for lots.

The two commercial reserves will be located along the east line of proposed Marathon Road, which will be constructed as a regional thoroughfare to provide direct access from R.M. 967 to proposed S.H. 45, as well as an alternative access F.M. 1626.

Persimmon is a proposed master-planned community on a total of approximately 775 acres, which will eventually yield approximately 2,020 residential lots, a recreational/amenity center, numerous trails, parks and green spaces, including along Garlic Creek, a Hays C.I.S.D. school site, a fire/EMS station, and several commercial reserves. The majority of the planned development is in Hays County; however, the far northern portion of the parent tract containing 294 future paper lots is within Travis County.

The subject Development Tract is legally described as:

117.502 acres of land located in the S.V.R. Eggleston Survey  
Number 3, Abstract Numbers 5 & 11, Hays County, Texas.

The subject Commercial Reserve #1 is legally described as:

6.39 acres of land located in the S.V.R. Eggleston Survey  
Number 3, Abstract Number 5, Hays County, Texas.

The subject Commercial Reserve #2 is legally described as:

6.28 acres of land located in the S.V.R. Eggleston Survey  
Number 3, Abstract Number 5, Hays County, Texas.

The subject proposed lots are now only preliminarily platted, and final legal descriptions will be available upon final platting of Persimmon, Phase 1.

#### **HISTORY OF THE SUBJECT PROPERTY**

Title to the subject development tract is vested with Bailey Land Investments, LP, which has owned the land in excess of 3 years. Bailey Land Investments, LP, is a related entity of Milestone Community Builders, and will develop all of the lots in Persimmon, Phase 1. The majority of the subject lots are expected to be built-out by Milestone Community Builders; however, Bailey Land Investments, LP, has contracted with DFH Coventry, LLC to sell 75 of the 248 subject lots on a takedown basis of 25 lots per quarter, upon substantial completion. According to Mr. Garret Martin, with Bailey Land Investments, LP, several other builders have expressed interest in purchasing lots in Persimmon, Phase 1, including Perry Homes, Scott Felder Homes and Lennar Homes, but have yet to contract for lots.

The subject lots are projected to be substantially complete by December 1, 2025. DFH Coventry Homes will purchase their 75 lots in 3 takedowns of 25 lots per take. The lots are subject to a 9.0% annual escalator. In addition to the base lot price, additional builder fees amounted to \$11,110 per lot, or an average of \$204 PFF. DFH Coventry will also purchase paper lots to be developed in Persimmon, Phase 1, and according to the developer, the builder is paying a slight premium for these 75 lots in order to achieve sales momentum for the future lots to be developed.



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 **“Upon Completion” Bulk Market Value of the subject 248 proposed Phase 1 lots, and the “Upon Completion” Market Values of each of the two commercial reserves**, to the client, FMSbonds, Inc., for the underwriting of the City’s proposed Persimmon 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.

**At the request of the client, the “As Is” Market Value of the 248 paper lots and the two commercial reserves, have not been valued herein.**

#### **SCOPE OF WORK OF THE APPRAISAL**

The scope of work of the appraisal is the process to support my opinion of the **“Upon Completion” Bulk Market Value of the subject 248 proposed Phase 1 lots, and the “Upon Completion” Market Values of the two commercial reserves**, employing the Sales Comparison Approach and the Income Approach (DCF), in an Appraisal Report format. In preparing this appraisal, the appraiser:

- visited the subject property and surrounding market area, unaccompanied;
- contacted **Mr. Tripp Davenport with FMSbonds (214/418-1588)**, **Mr. Patrick Bourne with Sundance Analytics (512/871-8810)**; **Mr. Garret Martin with Bailey Land Investments LP/Milestone Community Builders**, and **Ms. Shani Armbruster ([sarmbruster@mymilestone.com](mailto:sarmbruster@mymilestone.com)) with Milestone Community Builders**, all of whom provided significant physical, financial and historical data to the appraiser for this valuation analysis;
- was provided a survey for the subject development tract;

- was provided costs for the subject Persimmon, Phase 1;
- was provided a preliminary plat for Persimmon, Phase 1;
- was provided a copy of the lot purchase agreement for Porter Country;
- analyzed macro and micro market conditions of this region and market area;
- interviewed active market participants;
- gathered relevant available information on current comparable builder retail lot sales and lot absorption 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, Crexi;
- referenced other publications and services such as MapPro, Google Earth, Realty Rates.com, the Hays County Appraisal District, and the Hays 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 the Income Approach; and
- concluded the **"Upon Completion" Bulk Market Value of the subject 248 proposed lots in Persimmon, Phase 1 lots, as well as the "Upon Completion" Market Values of the two subject commercial reserves in Persimmon, Phase 1**, for reasonable exposure periods as of the stated prospective effective dates.

While considered, at the client's request, the Cost Approach was not developed. Further, at the request of the client, the "As Is" Market Values of the subject 248 paper lots, and the two commercial reserves have not been valued herein. The absence of the Cost Approach does not affect the credibility of the Market Value conclusions in this appraisal.

#### **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 “SUM OF THE RETAIL VALUES”**

As referred to herein, ***Sum of Retail Values*** is defined by The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, published in 2022, Page 185, as follows:

The sum of the separate and distinct market value opinions for each of the units in a condominium, subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as though sold together in a single transaction; it is simply the total of the individual market value conclusions. An appraisal has an effective date, but summing the sale prices of multiple units over an extended period of time will not be the value on that one day unless the prices are discounted to make the value equivalent to what another developer or investor would pay for the bulk purchase of the units. Also called the aggregate of the retail values or aggregate retail selling price.

#### **DEFINITION OF “AS IS” MARKET VALUE ON APPRAISAL DATE**

As referred to herein, ***“As Is” Market Value*** is defined by The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, published in 2022, Page 10, as follows:

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

#### **DEFINITION OF “BULK VALUE”**

As referred to herein, ***“Bulk Value”*** is defined by The Dictionary of Real Estate Appraisal, Seventh Edition, revised 2022, by the Appraisal Institute, Page 22, as follows:

The value of multiple units, subdivided plots, or properties in a portfolio as though sold together in a single transaction.

#### **DATES OF THE APPRAISAL**

The effective date of my appraisal site inspection was October 1, 2024. The prospective “Upon Completion” date of value of Phase 1 is December 1, 2025, and the date of transmittal of the report is November 15, 2024.

#### **ZONING AND RESTRICTIONS**

Persimmon is zoned Planned Development (PD) by the City of Buda. Specifically, the two subject commercial reserves are zoned **Form F4**, which allows for mixed-use developments that are compatible to surrounding or existing residential uses.

The subject residential development tract is zoned **R-3, Residential**, which is a residential district for areas where denser development (six to eight dwelling units per acre) is appropriate, and where pedestrian-scale development shall occur. The district accommodates most housing needs by allowing for housing types and contextual development standards. The R-3 District provides a variety of housing that ensures effective community development, such as townhomes, patio homes, duplexes, and smaller apartments. Developments should provide pedestrian-friendly, suitable residential neighborhoods, protected from incompatible uses and with necessary facilities and services. The subject proposed lots and commercial reserves are assumed to conform to the PD Ordinance. It is also assumed subject lots and land will be deed restricted, but I am not aware of any adverse deed restrictions which would preclude development of the land and lots to their highest and best uses.

#### **AD VALOREM TAX DATA**

**Tax Assessments & Taxes:** The subject development tract comprising Persimmon Public Improvement District (PID), Area 1, Phase 1, is assessed by Hays Central Appraisal District (HCAD) under Account R10657, which is described as a 73.304-acre parcel with an assessed value of \$2,784,500 (\$37,986 per acre), and is **shown to carry an ag exemption value of \$82,530.**

For 2024, the taxing authorities affecting the subject property include Hays County, Hays County Special Road District, Hays County Fire Emergency Service District #8, Northeast Hays County Emergency Service District #2, Austin Community College, Hays C.I.S.D. In addition, the subject lots will be assessed by the City of Buda, with a projected tax rate of \$0.3379 per \$100 assessed.

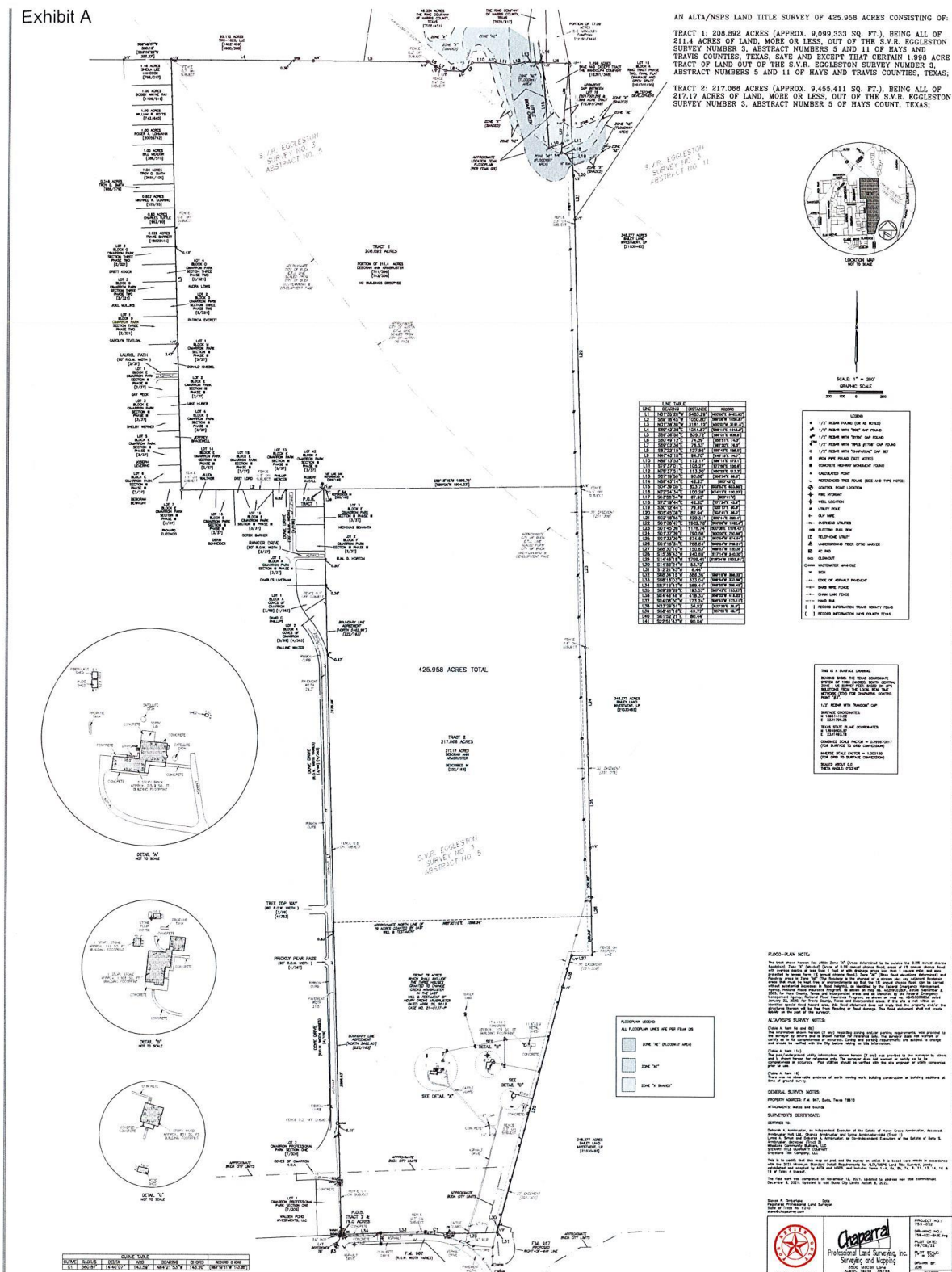
**Tax Assessments & Taxes:** The 2024 tax rates, including the projected City of Buda tax rate, are as follows:

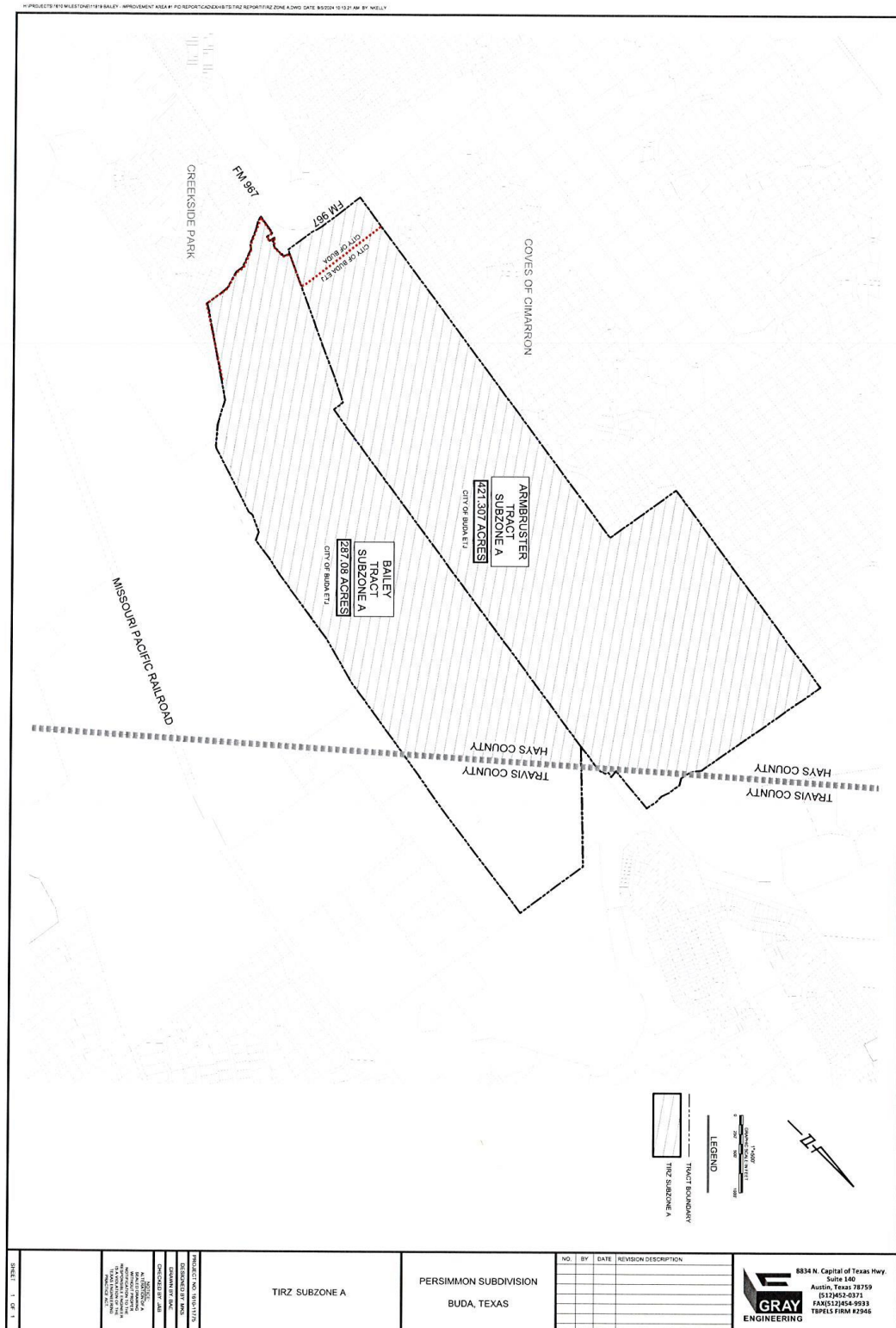
<b>TAXING AUTHORITY</b>	<b>2024 TAX RATE</b>
Hays County	\$0.287500
Hays County Special Road District	\$0.020000
Hays County Emergency Service District #8	\$0.082600
Northeast Hays County Emergency Service District #2	\$0.065000
Austin Community College	\$0.098600
Hays C.I.S.D.	\$1.156900
City of Buda (Projected)	<u>\$0.337900</u>
<b>TOTAL:</b>	<b>\$2.048500</b>

**Rollback Taxes:** As previously mentioned, the subject development tract is shown to carry an agricultural exemption; **thus a 3-year rollback of taxes will be applicable.**

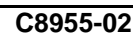
# **SURVEY**

Exhibit A





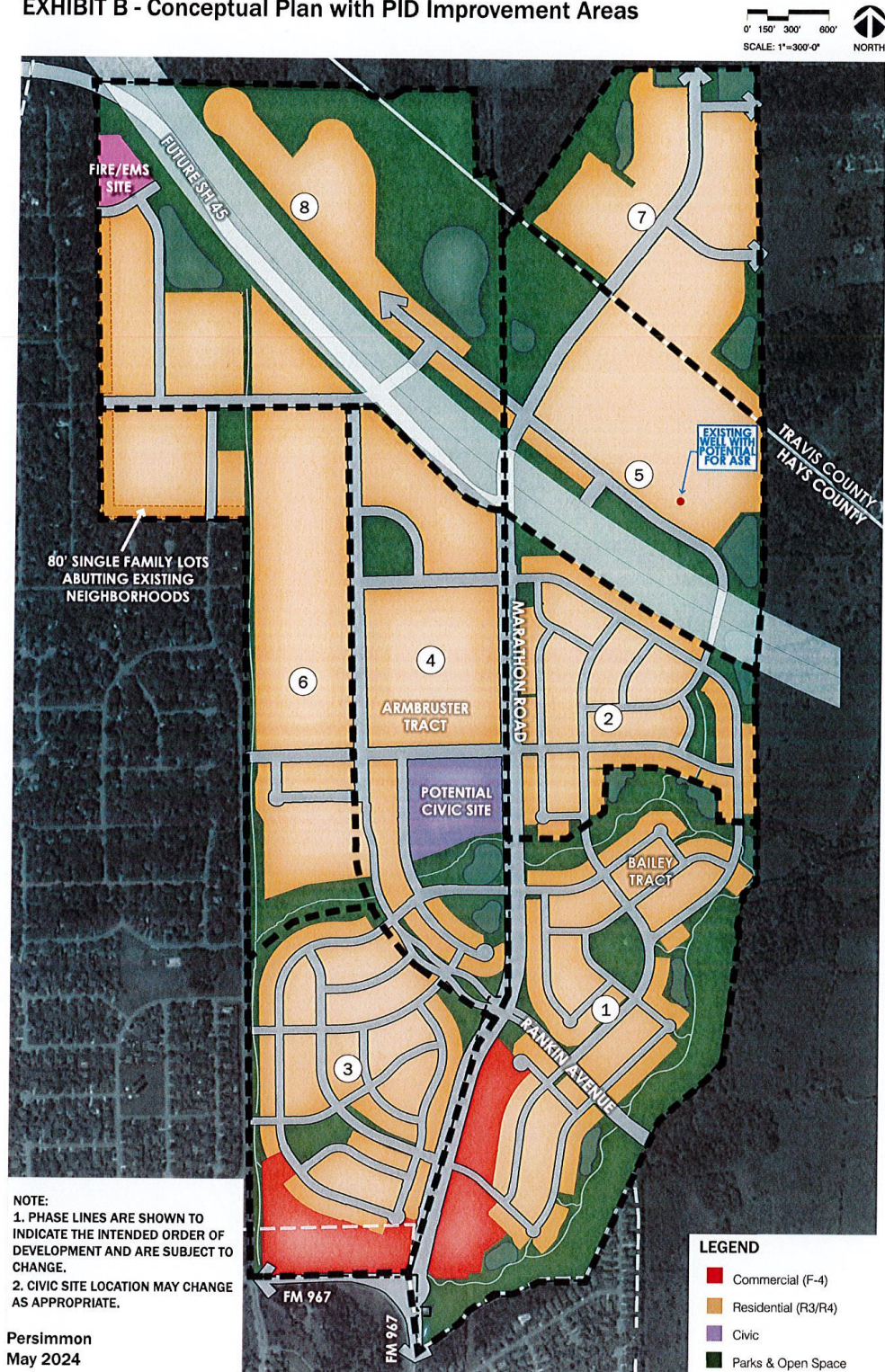




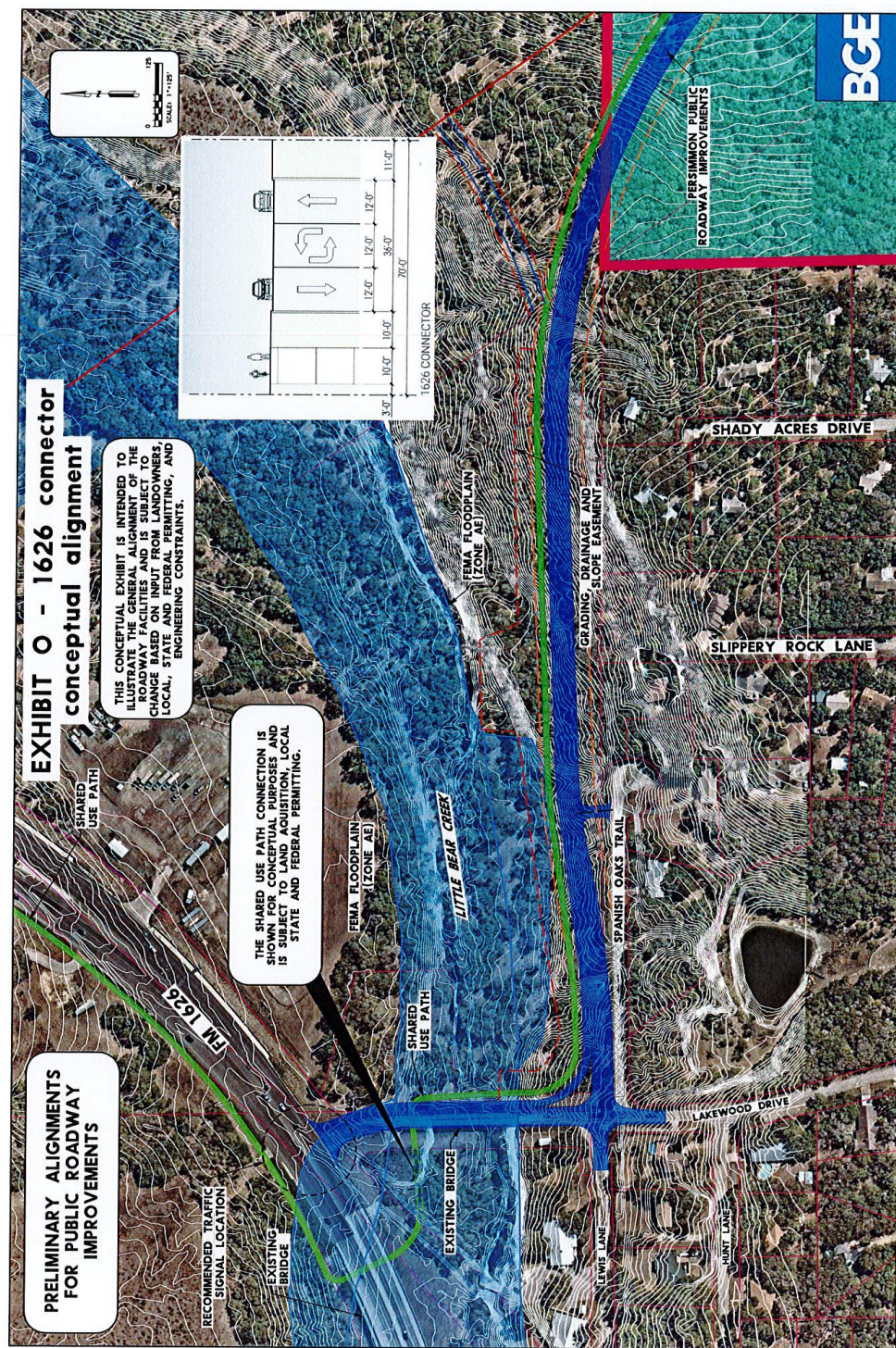


## PERSIMMON CONCEPTUAL PLAN

### EXHIBIT B - Conceptual Plan with PID Improvement Areas

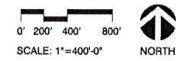




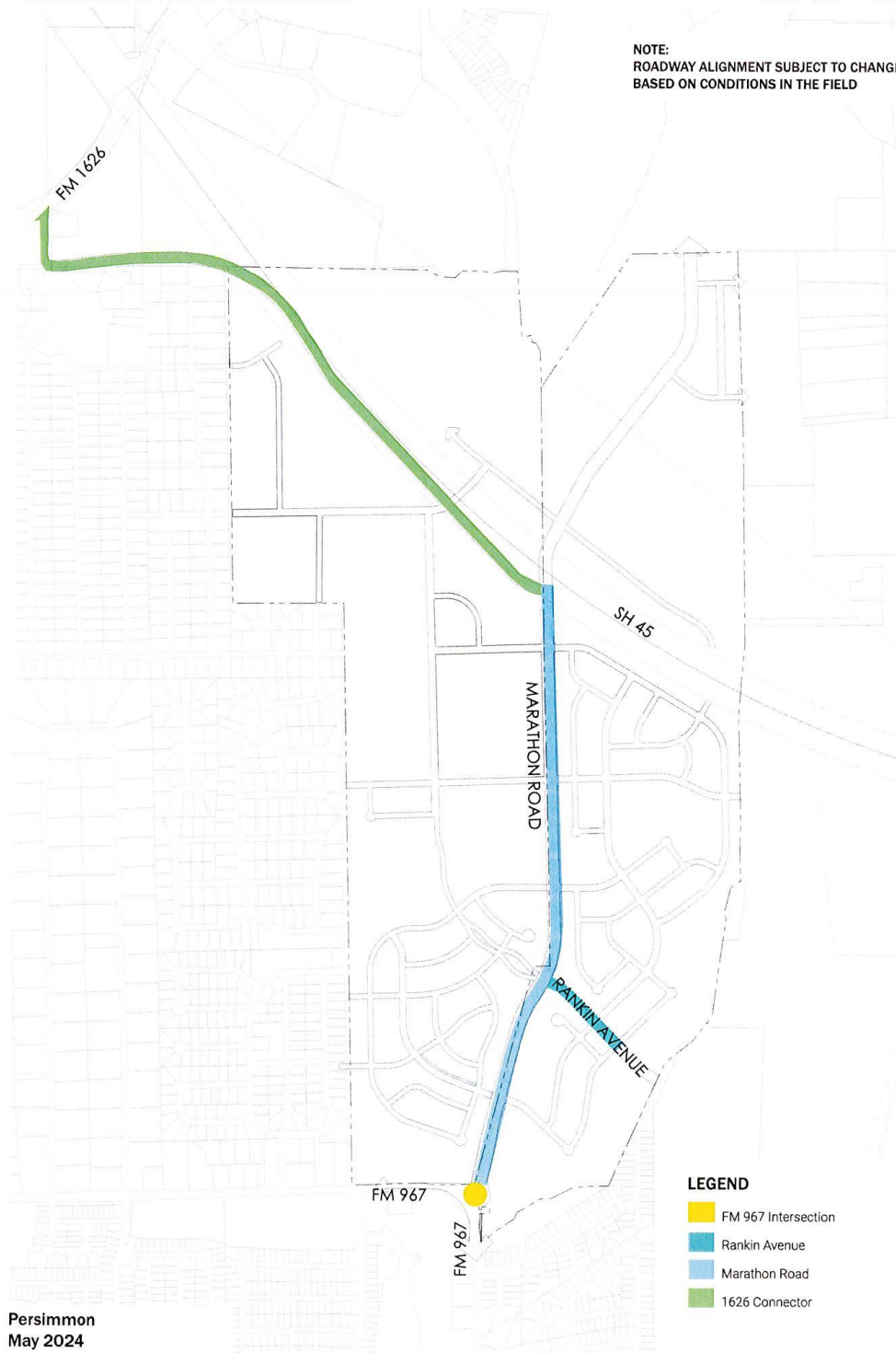




# EXHIBIT K - DEPICTION OF RIGHT-OF-WAY DEDICATIONS AND MARATHON ROAD SEGMENTS



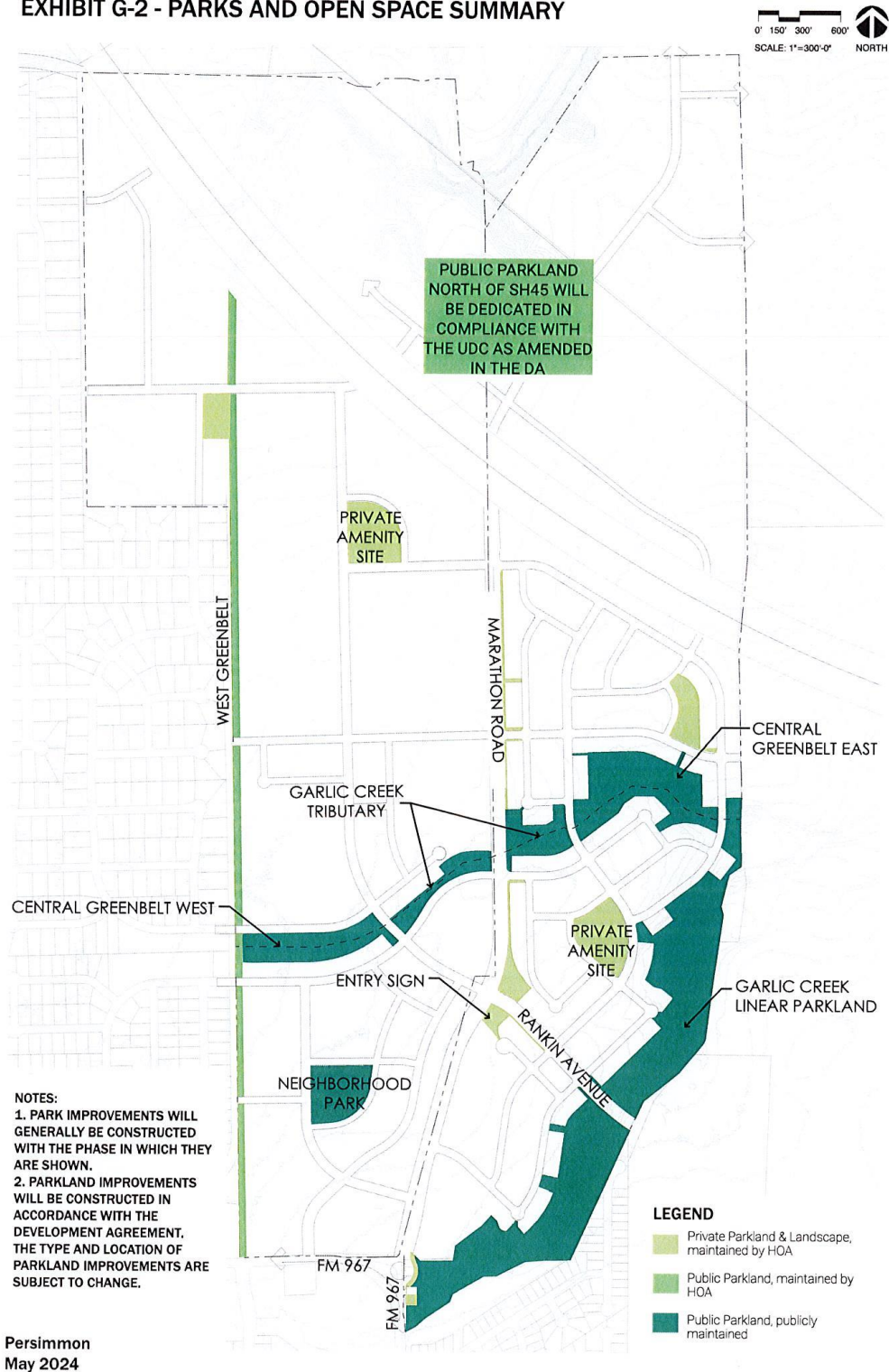
NOTE:  
ROADWAY ALIGNMENT SUBJECT TO CHANGE  
BASED ON CONDITIONS IN THE FIELD



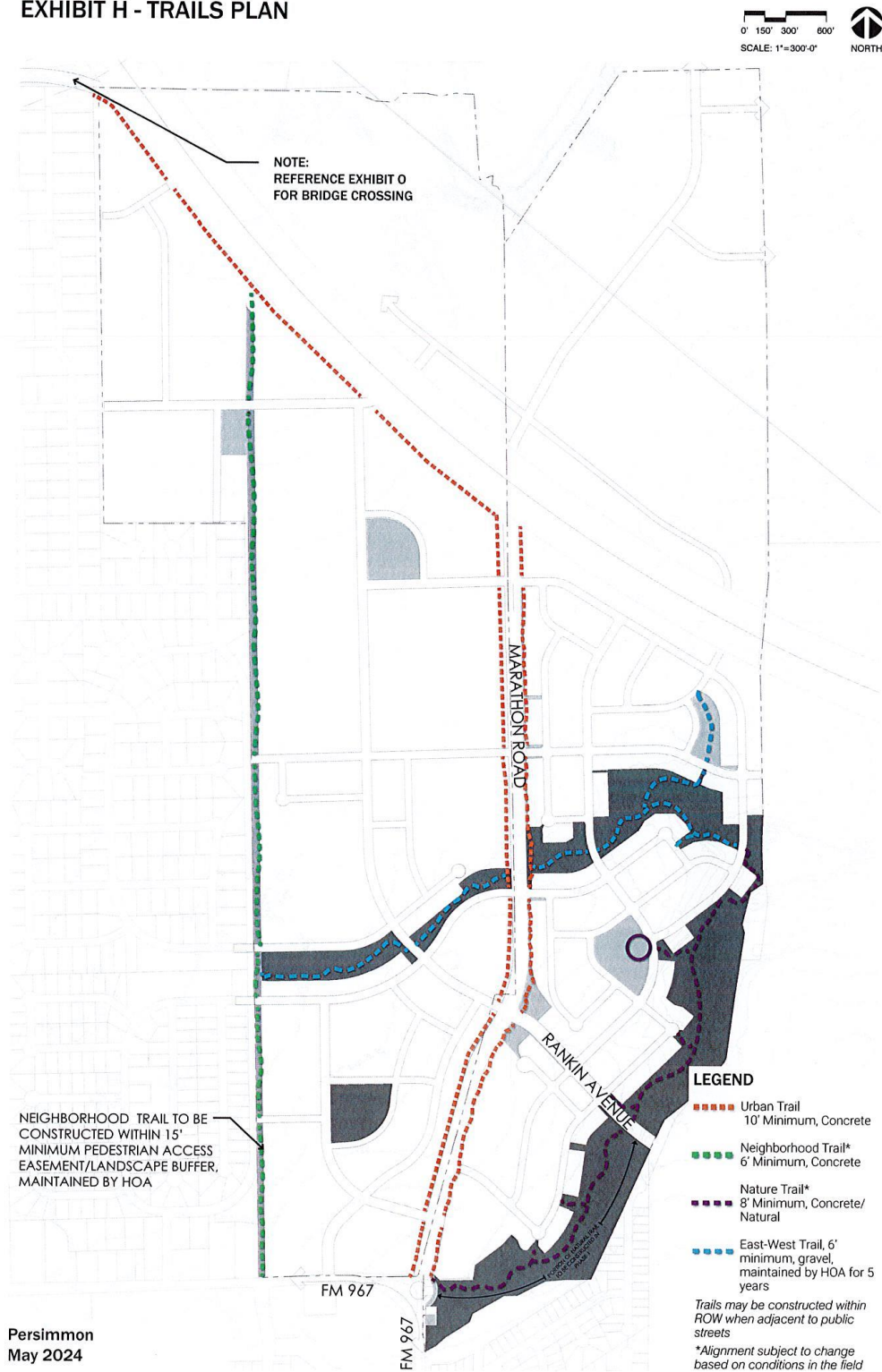
Persimmon  
May 2024

## PERSIMMON, PHASE 1 PARK PLAN

### EXHIBIT G-2 - PARKS AND OPEN SPACE SUMMARY

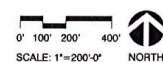


# EXHIBIT H - TRAILS PLAN





# EXHIBIT G-1 - PERSIMMON PHASE 1 (DETAIL PARK PLAN)



Park	Dedicated Area Acres	Area >5% Slope Acres	Area >5% Slope Percent	100yr TP Acres	Animal	Collector	Local Street
A	4.562	1.658	36.33%	3.092	467		
B	9.092	5.208	57.28%	7.584	504		176
C	14.45	8.052	55.79%	6.593	473	654	94
D	2.881	0.848	29.43%	1.187	420	313	74
E	8.772	4.124	47.01%	2.972	625		
F	0.705	0.705	100%	0.705	125		
Sub	38.462	20.475	53.24%	21.848	2,833	1,350	689
1	0.762	0.176	23.23%	0	318	88	
2	3.519	0	0%	0	640	898	
3	2.450	0	0%	0	378	645	
Sub	6.731	0.176	2.61%	0	956	1,631	
Total	44.982	20.654	45.92%	21.848	3,789	2,981	2,018

Park	Proposed Parkland Improvement	Estimated Cost
A, B, C, D	Trailhead, nature trails, benches, pet waste stations and trash/recycle receptacles	\$910,000.00
D, E, F	Urban trail, East West Trail & neighborhood trail, nature play area, fitness station, grilling pavilion, fencing, benches, tables, pet waste stations and trash/recycle receptacles	\$408,000.00
	<b>Total Cost</b>	<b>\$1,318,000.00</b>

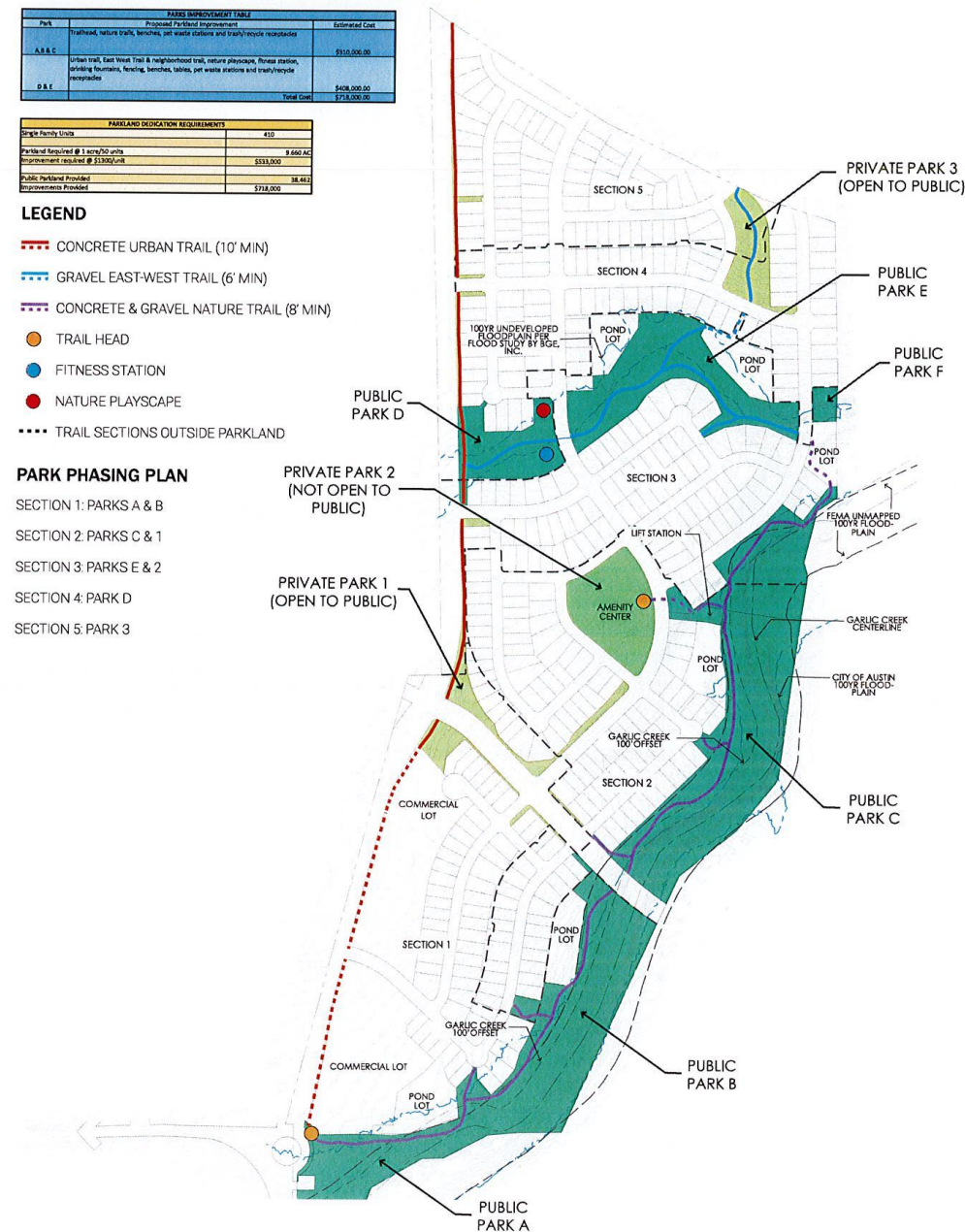
Single Family Units	410
Parkland Required @ 1 acre/50 units	8.660 AC
Improvement Required @ \$1300/unit	\$533,000
Public Parkland Provided	38.462
Improvements Provided	\$718,000

## LEGEND

- CONCRETE URBAN TRAIL (10' MIN)
- GRAVEL EAST-WEST TRAIL (6' MIN)
- CONCRETE & GRAVEL NATURE TRAIL (8' MIN)
- TRAIL HEAD
- FITNESS STATION
- NATURE PLAYSCAPE
- TRAIL SECTIONS OUTSIDE PARKLAND

## PARK PHASING PLAN

- SECTION 1: PARKS A & B
- SECTION 2: PARKS C & 1
- SECTION 3: PARKS E & 2
- SECTION 4: PARK D
- SECTION 5: PARK 3



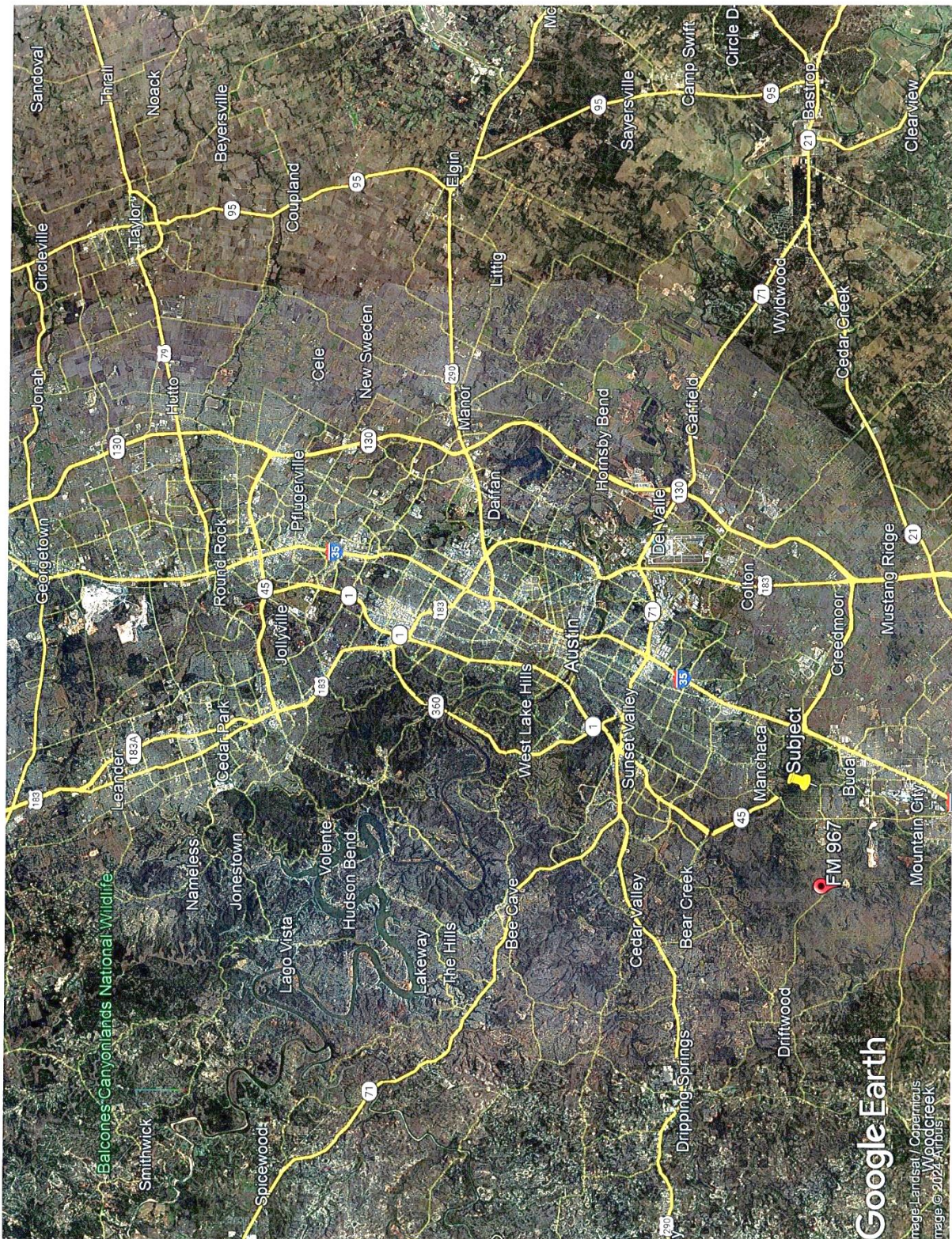
Persimmon  
May 2024

**GREATER AUSTIN AREA DATA**

(Please refer to the Addenda of this appraisal for an Austin MSA summary analysis.)



# 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 market area boundaries are generally delineated as follows:

The city limits of Buda, Texas and outlying periphery.

The City of Buda, which contains 9.72 square miles, is located 15 miles south of Austin, and 65 miles northeast of San Antonio, along IH 35, in the Austin-Round Rock-San Marcos metropolitan area, immediately north of the City of Kyle, in Hays County.

Buda is now one of the fastest growing cities in Texas. According to 2020 Census estimates, the population is 15,108, which is 107% greater than the 2010 Census estimate of 7,295. The city has experienced rapid growth due to the southerly expansion of Austin, as well as the northerly expansion of San Marcos and New Braunfels.

**Major Streets:** I.H. 35 extends northeast/southwest through Kyle, and is the primary commercial/retail corridor. I.H. 35 links Austin and San Antonio, and is heavily traveled. Major secondary thoroughfares include Main Street; Old San Antonio Road; Robert S. Lightfoot Boulevard, F.M. 1626; Jack C. Hays Trail; R.M. 967; F.M. 2001; and Hillside Terrace. Access to and through Buda is considered to be above average.

**Single-Family Market:** According to the Zonda Austin Metrostudy, 2nd Quarter 2024, the subject's South Market Area is the third most active sector of the eight market areas comprising the Austin region. For the 12 months ending with the 2nd Quarter 2024, the South Market Area had 4,579 starts and 4,462 closings, for an undersupplied vacant

developed lot (VDL) inventory of 16.0 months, and a slightly elevated housing inventory of 8.6 months.

The subject Persimmon is within the South Market Area, and the Kyle/Buda Submarket. The Kyle/Buda Submarket accounted for 3,446 of those 4,579 starts (75.26%) and 3,217 of those 4,462 closings (72.10%), with a notably undersupplied vacant developed lot inventory of only 15.8 months, and an elevated housing inventory of 9.1 months. Typically, a 20 to 24-month lot supply is considered to be equilibrium; thus, the Kyle/Buda Submarket is notably undersupplied at 15.8 months, as is the South Market Area at 16.0 months.

Submarket/ Market Area		1Q 2023	2Q 2023	3Q 2023	4Q 2023	1Q 2024	2Q 2024	Annual Rates/ Inventory Supply (Mos)
<b>Kyle/Buda Submarket</b>	Starts	393	857	740	864	956	886	3,466
	Closings	544	436	677	783	889	868	3,217
	Housing Inv.	1,782	2,203	2,266	2,347	2,414	2,432	9.1 Mos.
	VDL Inv.	4,899	5,786	5,940	5,272	4,834	4,527	15.8 Mos.
<b>South Market Area</b>	Starts	629	1,276	1,018	1,195	1,291	1,075	4,579
	Closings	801	819	854	1,152	1,215	1,241	4,462
	Housing Inv.	2,617	3,075	3,238	3,294	3,370	3,204	8.6 Mos.
	VDL Inv.	7,119	7,983	7,893	7,212	6,439	6,121	16.0 Mos.

**Source:** Zonda Austin Metrostudy, 2nd Quarter 2024

Within the South Market Area starts in the 2nd Quarter 2024 were up 6.60% over 2nd Quarter 2023, and closings were up 51.53% over the same time period. Within the Kyle/Buda Submarket starts in the 2nd Quarter 2024 were up 3.38% over the 2nd Quarter 2023, and closings were up 99.08% over the same time period. Prior to 2022, the Austin region experienced unprecedented growth. Inflation in June 2022 reached a record high level since 1982 of 9.1%, causing the Federal Reserve to rapidly increase interest rates from May 2022 into August 2023. 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 improve throughout the remainder of 2024, as rates are anticipated to recede in the 4<sup>th</sup> quarter of 2024.

The housing inventory for both the South Market and the Kyle/Buda Submarket are elevated, and is due, in part, to the dramatic increase in starts. Further, the VDL inventories in both the Kyle/Buda Submarket, and the South Market Area have continually remained at undersupplied levels over the past 8 quarters, and are still notably undersupplied.

Notable recent residential developments in proximity to the subject market area include 6 Creeks, Anthem, Blanco Vista, Casetta Ranch, Crosswinds, Cypress Forest, Paramount Park, Plum Creek, Sage Hollow, Sunfield, and Porter Country, as well as proposed master-planned communities of Infinity Square and Persimmon.

**Services/Utilities:** Police protection is provided by the City of Buda, and Hays Sheriff's Department, while fire and EMS services are provided by Hays County ESD #8, and Northeast Hays County ESD #2, respectively. Water and wastewater for the majority of the area is provided by the City of Buda, with sufficient capacity to sustain future growth. The areas outside of the city limits are served through either Special Utility Districts, MUDs, WCIDs, or private well and septic systems. Electricity to the area is provided by Pedernales Electric Co-op, and typically Verizon, Time Warner or Spectrum provides telephone and communication services. Natural gas is provided by Center Point Energy.

Buda is located entirely within the Hays Consolidated I.S.D., which operates 26 campuses, and serves in excess of 23,000 students, with a student - teacher ratio of approximately 16:1. San Marcos is home to Texas State University (formerly known as Southwest Texas State), which is the 5<sup>th</sup> largest university in Texas with enrollment in excess of 38,800 students, and is the largest employer in San Marcos with 2,780 employees. In 2014, the Hays Campus of Austin Community College opened, and is the only ACC campus to offer a First Responders Training Center, with a 50-yard tactical gun range, and a vehicle operations track.

Additional higher education in this region is provided by The University of Texas at Austin, Concordia University, Huston-Tillotson College and St. Edward's University in Austin, and Southwestern University in Georgetown.

**CONCLUSION:** The subject market area is best characterized as a suburban growth corridor in the direct path of Austin's southerly expansion. The market area has experienced rapid growth over the past 7 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.

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.

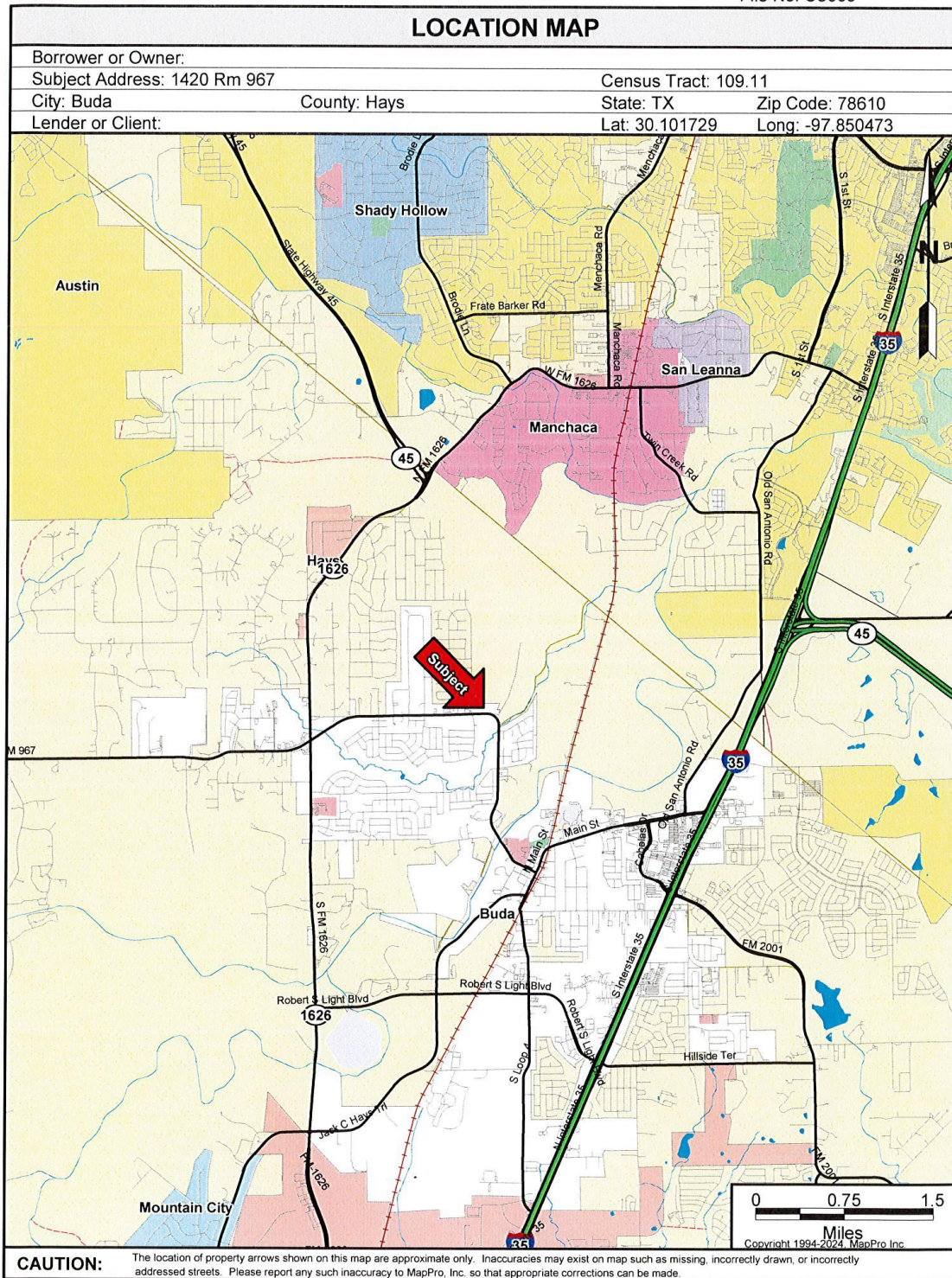
The overall economic outlook of the market area has improved from the effects of the Coronavirus pandemic with the economy continuing to open up, along with recovering \$75 - \$80+/- per barrel oil. New home sales activity is expected to continue at a slower pace in this market area, as well as the greater Austin MSA during 2024, due to higher mortgage interest rates.

Inflation in June 2022 reached a record high level since 1982 of 9.1%, causing the Federal Reserve to rapidly increase interest rates from May 2022 into August 2023. 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 improve throughout the remainder of 2024, as rates are anticipated to recede in the 4<sup>th</sup> quarter of 2024. The overall attitude

and expectations of most market area participants is that of continued population growth over the foreseeable future.

**LOCATION MAP**

File No. C8955

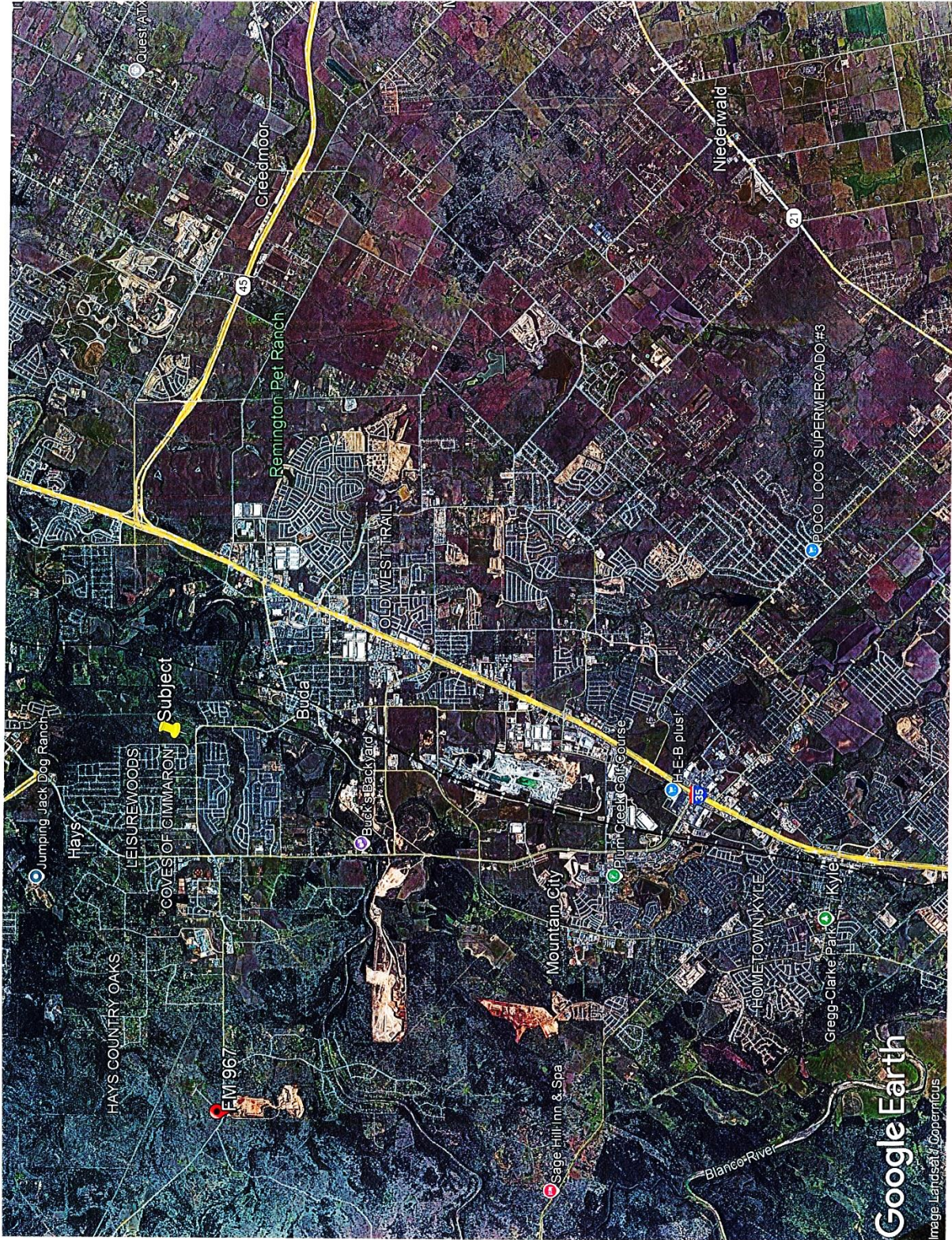




# AERIAL PHOTOGRAPH







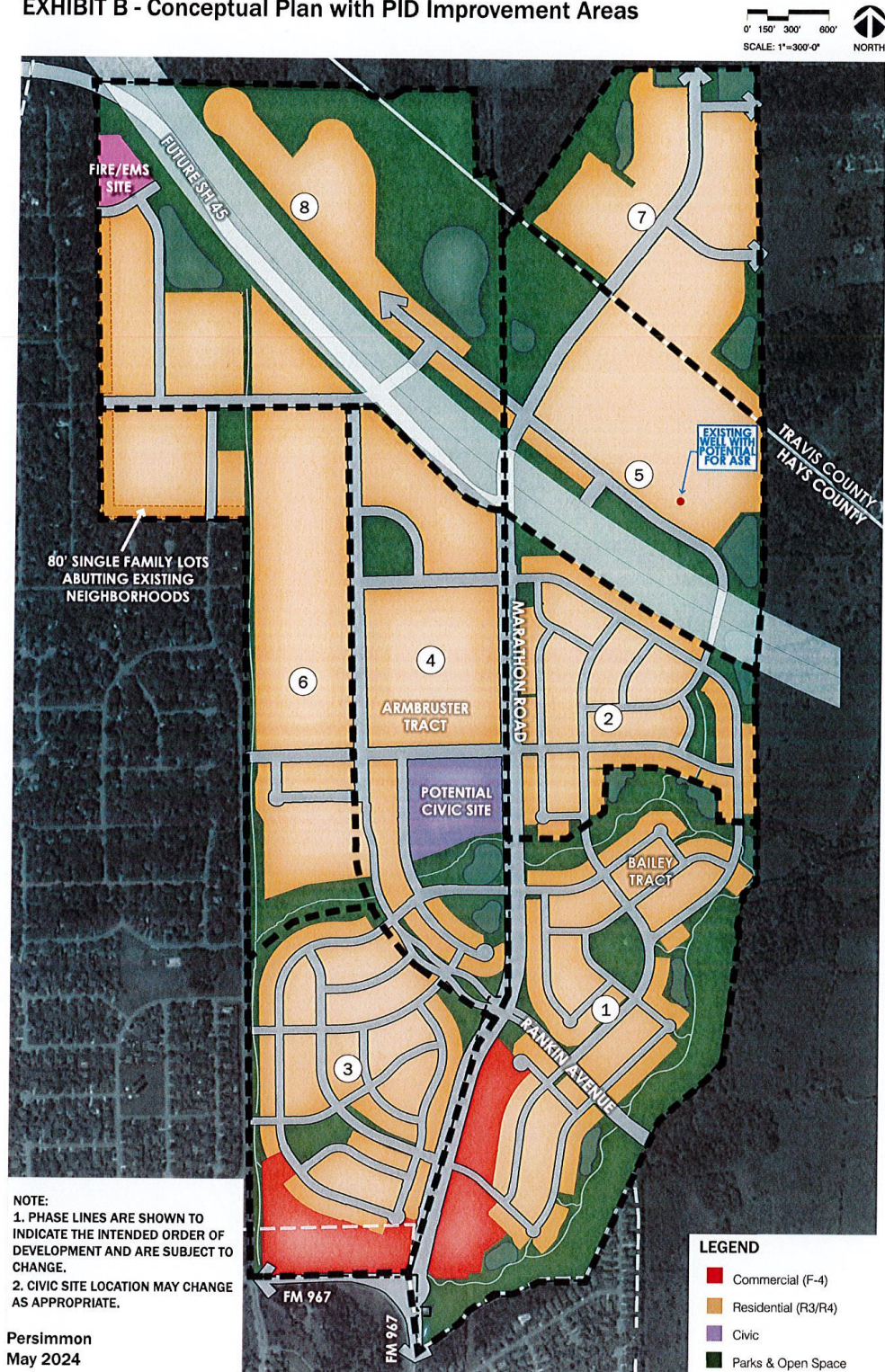






## PERSIMMON CONCEPTUAL PLAN

### EXHIBIT B - Conceptual Plan with PID Improvement Areas



**ANALYSIS OF PERSIMMON PID, AREA 1, PHASE 1**  
**248 PROPOSED RESIDENTIAL LOTS, AND 2 COMMERCIAL RESERVES, "UPON COMPLETION"**

The subject property consists of Persimmon Public Improvement District (PID), Area 1, being 248 proposed lots, on 104.832 net acres in Phase 1, along with a 6.39-acre commercial reserve, and a 6.28-acre commercial reserve, located along the north line of R.M. 967, east of Cimarron Park Loop, in Buda, Hays County, Texas 78610. Of the 248 proposed lots in Phase 1, 114 lots will have typical dimensions of 50' x 120', or 6,000 SF; 101 lots will have typical dimensions of 55' x 120', or 6,600 SF; and 33 lots will have typical dimensions of 65' x 120', or 7,800 SF. The majority of the subject lots are to be built-out by Milestone Community Builders, which is a related entity to the developer, and will have new home price points ranging from \$545,000 (50' lots), up to \$655,000 (65' lots).

Bailey Land Investments, LP, has contracted with DFH Coventry, LLC to sell 75 of the 248 subject lots on a takedown basis of 25 lots per quarter, upon substantial completion. According to Mr. Garret Martin, with Bailey Land Investments, LP, several other builders have expressed interest in purchasing lots in Persimmon, Phase 1, including Perry Homes, Scott Felder Homes and Lennar Homes, but have yet to contract for lots.

The two commercial reserves will be located along the east line of proposed Marathon Road, which will be constructed as a regional thoroughfare to provide direct access from R.M. 967 to F.M. 1626, and eventually to proposed S.H. 45, as part of the Persimmon Area 1 PID and Major Improvement Area. The Area 1 completion of Marathon Road is as of December 1, 2025.

Persimmon is a proposed master-planned community on a total of approximately 775 acres, which will eventually yield approximately 2,020 residential lots, a recreational/amenity center, numerous trails, parks and green spaces, including along Garlic Creek, a Hays C.I.S.D. school site, a fire/EMS station, and several commercial reserves. The majority of the planned development is in Hays County; however, the far northern portion of the parent tract containing 294 future paper lots is within Travis County.

Type of Property: Persimmon Public Improvement District (PID), Area 1, being 248 proposed lots, on 104.832 net acres in Phase 1, along with a 6.39-acre commercial reserve, and a 6.28-acre commercial reserve, located along the north line of R.M. 967, east of Cimarron Park Loop, in Buda, Hays County, Texas 78610. Of the 248 proposed lots in Phase 1, 114 lots will have typical dimensions of 50' x 120', or 6,000 SF; 101 lots will have typical dimensions of 55' x 120', or 6,600 SF; and 33 lots will have typical dimensions of 65' x 120', or 7,800 SF.

Mapsco Reference: Hays County – 580 L & Q

Postal Address: 1420 R.M. 967  
Buda, Texas 78610

Location: Along the north line of R.M. 967, east of Cimarron Park Loop, in Buda, Hays County, Texas 78610.

**Site Size**

Parent Tract: 117.502 acres

Phase 1 Residential Tract Size: 104.832 net acres for 248 lots; 3.81 lots per acre.

Commercial Reserve 1: 6.390 acres, or 278,348 SF

Commercial Reserve 2: 6.280 acres, or 273,557 SF

**Subject Lot Mix**

	<b><u>No.</u></b>	<b><u>Description</u></b>	<b><u>Typical Dimensions</u></b>	<b><u>Avg. Size</u></b>
Persimmon PID Area 1:	114	Proposed	50' x 120'	6,000 SF
	101	Proposed	55' x 120'	6,600 SF
	33	Proposed	65' x 120'	7,800 SF
	<b>248</b>	<b>Total/Avg</b>	<b>50' x 120'</b>	<b>6,484 SF</b>

**Appraisal Dates**

- Date of Site Visit: October 1, 2024

- Date of Report Transmittal: November 15, 2024

- Prospective Date of Value: December 1, 2025

Purpose of the Appraisal: To provide an opinion of the "Upon Completion" Market Value in Bulk of the subject 248 Phase 1 proposed residential lots, and the "Upon Completion" Market Values of each of the two subject commercial reserves, 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
Floodplain:	Zone "X," being outside of the 100-year and 500-year floodplains, according to FEMA Map Panel No. 48209C0280F, dated 9/2/2005.
Easements:	A 75' wide Pedernales Electric Cooperative power easement extends north/south along the western portion of the subject site, towards the rear of the two commercial reserves.

### **Utilities/Services**

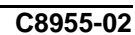
Water:	City of Buda
Sanitary Sewer:	City of Buda
Electricity:	Pedernales Electric Co-Op
Natural Gas:	Center Point Energy
Telephone/Cable Service:	Time Warner/Spectrum/Verizon
Police Protection:	City of Buda and Hays County Sheriff's Dept.
Fire Protection:	Hays County Emergency Districts #2 & #8
School District:	Hays Consolidated I.S.D.

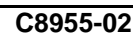
### **Zoning**

Residential Site:	Planned Development (PD), by the City of Buda for R-3 uses.
Commercial Reserves 1 & 2:	Form F4, by the City of Buda, which allows for mixed-use developments that are compatible to surrounding or existing residential uses.
Restrictions:	None adverse known.
Subject Builders:	Milestone Community Builders, DFH Coventry Homes, and at least 1 other prominent production builder to be determined prior to substantial completion.
New Home Price Range:	\$545,000 to \$655,000
Highest & Best Use:	Near term, phased residential lot development, as economic conditions and demand warrants.

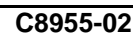
**CONCLUSION:** The subject Persimmon PID has a suburban location in the rapidly growing Kyle/Buda Market Area of Austin. The subject subdivision will offer heavily wooded home sites with an average of 4 oak trees per lot, and a full compliment of master-planned amenities. All services and public utilities are available, and no detrimental zoning, encroachments, or restrictions were noted, which would represent an adverse influence to the subject lots for mid-priced production housing, as proposed.



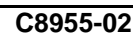












LOTS GREATER THAN OR EQUAL TO 55 FEET = 17/1408 (41.9%, 25% REQUIRED)  
 LOTS GREATER THAN OR EQUAL TO 65 FEET = 82/408 (20.1%, 20% REQUIRED)  
 LOTS GREATER THAN OR EQUAL TO 80 FEET = 41/408 (0.01%, 5% REQUIRED)

PERSIMMON  
PHASE 1  
PRELIMINARY PLAT

NO.	BY	DATE	REVISION DESCRIPTION

