

**CITY OF KYLE, TEXAS,  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026  
(6 CREEKS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #6 PROJECT)**

**CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER**

This Continuing Disclosure Agreement of the Issuer dated as of June 1, 2026 (this “Disclosure Agreement”) is executed and delivered among the City of Kyle, Texas (the “Issuer”), P3Works, LLC (the “Administrator”) and BOKF, NA, Dallas, Texas, acting solely in its capacity of dissemination agent (the “Dissemination Agent”), with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2026 (6 Creeks Public Improvement District Improvement Area #6 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 June 1, 2026, 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:

“2026 Amended and Restated Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Administrator” shall mean the Issuer or the person or independent firm designated by the Issuer who shall have the responsibility provided in the 2026 Amended and Restated 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(s)” 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.

“Bond” or “Bonds” shall mean those certain “City of Kyle, Texas Special Assessment Revenue Bonds, Series 2026 (6 Creeks Public Improvement District Improvement Area #6 Project)” that are secured by the Trust Estate, consisting primarily of actual revenues

received by or on behalf of the Issuer from the collection of Improvement Area #6 Assessments levied against Assessed Property, or the Annual Installments thereof, for the Improvement Area #6 Projects.

“Business Day” shall mean any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close.

“Designated Successors and Assigns” shall mean (i) an entity to which Developer or Original Developer Affiliate assigns (in writing) its rights and obligations contained in the Financing Agreement or the Development Agreement; (ii) any entity which is the successor by merger or otherwise to all or substantially all of Developer’s assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Developer.

“Developer” shall mean, with respect to Improvement Area #6, HM 6 Creeks Development and/or its Designated Successors and Assigns.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of the Developer dated as of June 1, 2026, executed and delivered by the Developer, P3Works, LLC, as Administrator and the Dissemination Agent.

“Disclosure Representative” shall mean the Director of Finance of the Issuer or the designee of either of such officers, 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 BOKF, NA, a national banking association duly organized and existing under the laws of the United States, acting solely in its capacity of 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 6 Creeks Public Improvement District.

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

“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 to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Financing Agreement” means that certain “Blanco River Ranch Public Improvement District Financing Agreement” as such agreement may be further amended from time to time, and as further described in the Indenture.

“Fiscal Year” shall mean the Issuer’s fiscal year, currently the 12 month period from October 1 through September 30.

“HM 6 Creeks Development” means HM 6 Creeks Development, Inc., a Texas corporation.

“Improvement Area #6” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #6 Assessment(s)” 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 reports pursuant to the Rule.

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

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

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

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

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

“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.

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

“Trustee” shall mean BOKF, NA, a national banking association duly organized and existing under the laws of the United States or any successor trustee pursuant to the Indenture.

SECTION 3. Provision of Annual Issuer Reports.

(a) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other form required by the MSRB, commencing with the Fiscal Year ending September 30, 2026, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer, if prepared and when available, may be submitted separately from the Annual Issuer Report, and later than the date required in this paragraph for the filing of the Annual Issuer Report, if audited financial statements are not available by that date; provided, however, if the audited financial statements are not complete within such period, then the Issuer shall provide unaudited financial statements within such period. 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. The Issuer is providing the audited financial statement in connection with the requirements of this Disclosure Agreement and the Rule; notwithstanding such requirements, the Bonds are special obligations of the Issuer and do not give rise to a charge against the general credit or taxing power of the Issuer and are payable solely from the sources identified in the Indenture. If the Issuer's Fiscal Year changes, it shall file notice of such change (and of the date of the new Fiscal Year) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide the Annual Issuer Report pursuant to this paragraph. 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 date specified in Section 4 of this Disclosure Agreement for providing the Annual Issuer Report to the MSRB, the Issuer shall provide the Annual Issuer Report to the Dissemination Agent. 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.

If by the fifth (5th) day before the filing date required under Section 4 of this Disclosure Agreement, the Dissemination Agent has not received a copy of the Annual Issuer Report, the Dissemination Agent shall contact the Disclosure Representative by telephone and 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 required under Section 4 of this Disclosure Agreement; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Issuer Report within the time required under this Disclosure Agreement, 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 six months after the end of each Fiscal Year; 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 of the six month period after the end of the Fiscal Year, provided, however, the Issuer may notify the Dissemination Agent in writing that the Issuer will provide or cause to be provided the Annual Issuer Report to the MSRB through alternate means. If the Issuer so notifies the Dissemination Agent, the Issuer will provide the Dissemination Agent with a written report certifying that the Annual Issuer Report has been provided to the MSRB pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB prior to the second (2nd) Business Day prior to the filing date required under Section 4 of this Disclosure Agreement. In the event the Issuer fails to provide the Dissemination Agent with such a report, the Dissemination Agent shall file a notice of failure to file no later than the last Business Day prior to the filing date required under Section 4 of this Disclosure Agreement.

- (b) The Issuer shall or shall cause the Dissemination Agent to:
  - (i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report on the date required in subsection (a);

(ii) file the Annual Issuer Report containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual 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.

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, the following:

(a) Within six (6) months after the end of each Fiscal Year the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

(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 principal amount remaining Outstanding and the interest amount remaining Outstanding;

(B) The amounts in the funds and accounts securing the Bonds; and

(C) The assets and liabilities of the Trust Estate.

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

(iii) Any changes to the land use designation for the property in Improvement Area #6 from the purposes identified in the 2026 Amended and Restated Service and Assessment Plan.

(iv) Updates to the information in the 2026 Amended and Restated Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Improvement Area #6 Assessments.

(v) The aggregate taxable assessed valuation for parcels or lots within Improvement Area #6 based on the most recent certified tax roll available to the Issuer.

(vi) With respect to single-family residential lots, until building permits have been issued for parcels or lots representing, in the aggregate, ninety-five percent (95%) of the total Improvement Area #6 Assessments levied, the Annual Financial Information (in the SAP Update or otherwise) shall include the following:

(A) the number of new homes completed in Improvement Area #6 during such Fiscal Year; and

(B) the aggregate number of new homes completed within Improvement Area #6 since filing the initial Annual Issuer Report for the Fiscal Year ended September 30, 2026.

(vii) Listing of any property or property owners in Improvement Area #6 representing more than five percent (5%) of the levy of Improvement Area #6 Assessments, the amount of the levy of Improvement Area #6 Assessments against such landowners, and the percentage of such Improvement Area #6 Assessments relative to the entire levy of Improvement Area #6 Assessments, all as of the October 1 billing date for the Fiscal Year.

(viii) Collection and delinquency history of the Improvement Area #6 Assessments for the past five Fiscal Years, in substantially the following format:

Collection and Delinquent History of Improvement Area #6 Assessments

Collected in Fiscal Year Ending 9/30	Improvement Area #6 Assessment Billed		Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Improvement Area #6 Assessments Collected <sup>(1)</sup>
	Parcels Levied						
20__							
20__							
20__							
20__							
20__							

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

(ix) 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.

(x) Total amount of Prepayments collected, as of February 15 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) The amount of delinquent Improvement Area #6 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) the result of any foreclosure sales of assessed property within Improvement Area #6 if the assessed property sold at a foreclosure sale represents more than five percent (5%) of the total amount of Improvement Area #6 Assessments.

(xii) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) If not provided with the financial information provided under subsection 4(a) above, if prepared and when available, 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. If such audited financial statements are not complete within the time period specified in subsection 4(a) above, then the Issuer shall provide unaudited financial statements within such period and shall provide audited financial statements for the applicable Fiscal Year when and if the audit report on such statements becomes available.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. The Issuer has designated P3Works, LLC as the Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Issuer Reports under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

#### 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 Issuer does not intend for any sale by the Developer of real property within Improvement Area #6 in the ordinary course of the Developer's business to be considered a significant event for the purposes of number 10 above.

Any event described in number 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 numbers 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.

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 (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

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 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 the Business Day immediately following the day on which it receives written instructions from the Issuer. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any 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, but in no case more than five (5) Business Days after occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 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 Dissemination Agent and the Administrator may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent and the Administrator may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 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, 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. The initial Dissemination Agent appointed hereunder shall be BOKF, NA. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer 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), 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 Section 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 Issuer Report, 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 Issuer Report 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 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 Agreement of Developer by the Developer, and a default under the Disclosure Agreement of Developer by the Developer 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 be responsible in any manner for the content of any notice or report (including without limitations the Annual Issuer Report) prepared by the Issuer pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Annual Collection Costs collected from the property owners in Improvement Area #6, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person"

under the Rule. The Dissemination Agent shall not be responsible for the Issuer's failure to submit a complete 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 fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or 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) Except as otherwise provided herein, 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 with funds to be provided by the Developer or from Annual Collection Costs collected from the property owners in Improvement Area #6, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or 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 OTHER 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 Improvement Area #6 Assessments and the anticipated procedures for pursuing the collection of delinquent Improvement Area #6 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 Improvement Area #6 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 2026 Amended and Restated 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 #6, 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 the Dissemination Agent, the Administrator, nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Dissemination Agent and the Administrator and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Dissemination Agent and the Administrator, each respectively, hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and the Administrator, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Dissemination Agent and the Administrator, each respectively, hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and the Administrator, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Dissemination Agent and the Administrator, each respectively, hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and the

Administrator, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

SECTION 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 and Venue. This Disclosure Agreement shall be governed by the laws of the State of Texas. Venue of any action to enforce the rights and privileges existing under this Disclosure Agreement shall be brought in the state district court of Hays County, Texas.

SECTION 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. The Issuer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

*(Signature pages follow)*

CITY OF KYLE, TEXAS

By: \_\_\_\_\_  
City Manager

BOKF, NA  
(as Dissemination Agent)

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

P3WORKS, LLC  
(as Administrator)

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

**EXHIBIT A**

**NOTICE TO MSRB OF FAILURE TO FILE  
ANNUAL ISSUER REPORT**

Name of Issuer: City of Kyle, Texas  
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2026  
(6 Creeks Public Improvement District Improvement Area #6  
Project)(the “Bonds”)  
CUSIP Nos.: [insert CUSIP Numbers]  
Date of Delivery: \_\_\_\_\_, 20\_\_

NOTICE IS HEREBY GIVEN that the City of Kyle, Texas (the “Issuer”), has not provided [an Annual Issuer Report][annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer dated as of June 1, 2026, between the Issuer, P3Works, LLC, as “Administrator” and BOKF, NA, as “Dissemination Agent.” The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by \_\_\_\_\_.

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

BOKF, NA  
on behalf of the City of Kyle, Texas  
(as Dissemination Agent)

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

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

cc: City of Kyle, Texas

**EXHIBIT B**

**CITY OF KYLE, TEXAS,  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026  
(6 CREEKS PUBLIC IMPROVEMENT DISTRICT  
IMPROVEMENT AREA #6 PROJECT)**

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**ANNUAL ISSUER REPORT\***

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

CUSIP Nos.: [insert CUSIP Numbers]

**DISSEMINATION AGENT**

Name: BOKF, NA  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_ - \_\_\_\_  
Contact Person: Attn: \_\_\_\_\_

**Section 4(a)(i)(A)**

**BONDS OUTSTANDING**

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

**Section 4(a)(i)(B)**

**INVESTMENTS**

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

\*Excluding Audited Financial Statements of the Issuer

**Section 4(a)(i)(C)**

**ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE**

**ASSETS**

Bond Proceed Balance, if any \_\_\_\_\_  
 Funds and Accounts [list] \_\_\_\_\_  
 TOTAL ASSETS \_\_\_\_\_

**LIABILITIES**

Outstanding Bond Principal \_\_\_\_\_  
 Outstanding Expenses (if any) \_\_\_\_\_  
 TOTAL LIABILITIES \_\_\_\_\_

**EQUITY**

Assets Less Liabilities \_\_\_\_\_

**OUTSTANDING IMPROVEMENT  
 AREA #6 ASSESSMENTS**

**Form of Accounting**        Cash        Accrual        Modified Accrual  
                                      Audited        Unaudited

**ITEMS REQUIRED BY SECTIONS 4(a)(ii) – (vii) OF THE CONTINUING DISCLOSURE  
 AGREEMENT OF ISSUER RELATING TO THE CITY OF KYLE, TEXAS SPECIAL  
 ASSESSMENT REVENUE BONDS, SERIES 2026 (6 CREEKS PUBLIC IMPROVEMENT  
 DISTRICT IMPROVEMENT AREA #6 PROJECT)**

[Insert a line item for each applicable listing]

**SECTION 4(a)(viii) COLLECTION AND DELINQUENCY HISTORY OF THE  
 IMPROVEMENT AREA #6 ASSESSMENTS FOR THE PAST FIVE FISCAL YEARS, IN  
 THE FOLLOWING FORMAT:**

**Collection and Delinquent History of Improvement Area #6 Assessments**

Collected in Fiscal Year Ending 9/30	Improvement Area #6 Assessment		Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Improvement Area #6 Assessments Collected <sup>(1)</sup>
	Billed	Parcels Levied					
20__							
20__							
20__							
20__							
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 ISSUER RELATING TO THE CITY OF KYLE,  
TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (6 CREEKS  
PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #6 PROJECT)**

[Insert a line item for each applicable listing]

**EXHIBIT C**

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

<b>Date</b>	<b>Delinquency Clock (Days)</b>	<b>Activity</b>
January 31		Annual Installments of Improvement Area #6 Assessments are due.
February 1	1	Annual Installments of Improvement Area #6 Assessments Delinquent if not received.
February 15	15	<p>Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter.</p> <p>Issuer and/or Administrator should be aware of actual and specific delinquencies.</p> <p>Issuer and/or Administrator should be aware if Reserve Fund needs to be utilized for debt service payments on March 1. <b>If there is to be a shortfall, the Trustee and Dissemination Agent should be immediately notified in writing.</b></p> <p>Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment.</p> <p>Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual collections will be fully adequate for debt service in March and September.</p> <p>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 Annual Installments of Improvement Area #6 Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. <b>For properties delinquent by more than one year or if the</b></p>

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<sup>1</sup> Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Improvement Area #6 Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33 and 34, Texas Tax Code, as amended (the “Code”), and the Hays County Tax/Assessor Collector’s procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure.

**If there are over 5% delinquencies or if there is inadequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties.**

March 1

29/30

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 of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw on the Reserve Fund for debt service.

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

Issuer determines whether or not any Annual Installments of Improvement Area #6 Assessments 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 of Improvement Area #6 Assessments.

March 20

48/49

**If any property owner with ownership of property responsible for more than \$10,000 of the Annual Installments of Improvement Area #6 Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Annual Installments of Improvement Area #6 Assessments.**

<b>April 15</b>	<b>74/75</b>	<b>Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent of the commencement of preliminary foreclosure activity.</b>  If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.
May 1	90/91	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, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
May 15	104/105	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 June 1 (day 121/122).
<b>June 15</b>	<b>135/136</b>	<b>Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing.</b> Dissemination Agent notifies Owners.
<b>July 1</b>	<b>151/152</b>	<b>Foreclosure action to be filed with the court.</b>  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, Assistant City Manager or the Director of Finance to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 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 Improvement Area #6 Assessments.

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APPENDIX E-2

FORM OF DISCLOSURE AGREEMENT OF THE DEVELOPER

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**CITY OF KYLE, TEXAS,  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026  
(6 CREEKS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #6 PROJECT)**

**CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER**

This Continuing Disclosure Agreement of Developer dated as of June 1, 2026 (this “Disclosure Agreement”) is executed and delivered by and among HM 6 Creeks Development, Inc., a Texas corporation (the “Developer”), P3Works, LLC (the “Administrator”), and BOKF, NA, Dallas, Texas, acting solely in the capacity of dissemination agent (the “Dissemination Agent”) with respect to the “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2026 (6 Creeks Public Improvement District Improvement Area #6 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 June 1, 2026, 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:

“2026 Amended and Restated Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Administrator” shall mean the Issuer or the person or independent firm designated by the Issuer who shall have the responsibility provided in the 2026 Amended and Restated 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.

“Affiliate” shall mean an entity that owns property within the District and is controlled by, controls, or is under common control with the Developer, including any Homebuilder.

“Agreement of Sale and Purchase” shall mean, with respect to lots or land within Improvement Area #6 of the District, any agreement of sale and purchase between a Homebuilder and a Developer to purchase lots or to purchase land.

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

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

“Annual Service Plan Update” mean the annual review and update of the 2026 Amended and Restated Service and Assessment Plan required by the PID Act and the 2026 Amended and Restated Service and Assessment Plan.

“Bond” or “Bonds” shall mean those certain “City of Kyle, Texas Special Assessment Revenue Bonds, Series 2026 (6 Creeks Public Improvement District Improvement Area #6 Project) that are secured by the Trust Estate, consisting primarily of actual revenues received by or on behalf of the Issuer from the collection of Improvement Area #6 Assessments levied against Improvement Area #6 Assessed Property, or the Annual Installments thereof, for the Improvement Area #6 Projects.

“Business Day” means any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close.

“Certification Letter” shall mean a certification letter provided by the Developer or Significant Homebuilder, if any, pursuant to Section 3, in substantially the form attached as Exhibit D.

“Designated Successors and Assigns” shall mean (i) an entity to which Developer or Original Developer Affiliate assigns (in writing) its rights and obligations contained in the Financing Agreement or the Development Agreement; (ii) any entity which is the successor by merger or otherwise to all or substantially all of Developer’s assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Developer.

“Developer” shall mean, with respect to Improvement Area #6, HM 6 Creeks Development and/or its Designated Successors and Assigns.

“Developer Listed Event” shall have the meaning set forth in Section 4(a) of this Disclosure Agreement.

“Disclosure Agreement of Issuer” shall mean the Continuing Disclosure Agreement of the Issuer, dated as of June 1, 2026, executed and delivered by and among the Issuer, the Administrator and the Dissemination Agent.

“Dissemination Agent” shall mean BOKF, NA, 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 6 Creeks Public Improvement District.

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

“Financing Agreement” means that certain “Blanco River Ranch Public Improvement District Financing Agreement” as such agreement may be further amended from time to time, and as further described in the Indenture.

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

“Improvement Area #6” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #6 Assessments” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #6 Projects” shall mean, collectively, the Improvement Area #6 Improvements, Improvement Area #6’s allocable share of the Major Improvements, and Improvement Area #6’s allocable share of the North Zone Improvements.

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

“Listed Events” shall mean any of the events listed in Sections 4(a) and 4(b) of this Disclosure Agreement.

“Major Improvements” means both onsite and offsite Authorized Improvements that benefit more than one improvement area, including Improvement Area #6, as well as Future Improvement Areas, and described in Section III.A of the 2026 Amended and Restated Service and Assessment Plan.

“North Zone Improvements” means both onsite and offsite Authorized Improvements located in the North Zone of the District that benefit more than one improvement area, including Improvement Area #6, as well as Future Improvement Areas, and described in Section III.H of the 2026 Amended and Restated Service and Assessment Plan. The North Zone Improvements do not benefit Improvement Area #1, Improvement Area #2, Improvement Area #3, Improvement Area #4, or Improvement Area #5.

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

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

“Person” shall mean any legal person, including any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any agency or political subdivision thereof.

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

“Private Improvements” shall mean the community center, swimming pool and related improvements to be constructed by or on behalf of the Developer within the District to be owned and/or operated by a homeowners association.

“Quarterly Ending Date” shall mean each March 31, June 30, September 30 and December 31, beginning September 30, 2026.

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

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

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

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

“Significant Homebuilder” shall mean a Homebuilder, including any affiliates of such Homebuilder, that then owns four (4) or more lots within Improvement Area #6.

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

“Trustee” shall mean BOKF, NA, a national banking association duly organized and existing under the laws of the United States or any successor trustee pursuant to the Indenture.

### SECTION 3. Quarterly Reports.

(a) The Developer, with respect to Improvement Area #6 and all real property in Improvement Area #6 (except as provided in the last sentence of this subsection (a)), and any other Reporting Party, with respect to its acquired real property, shall, at its cost and expense, provide, or cause to be provided, to the Administrator, not more than ten (10) days after each Quarterly Ending Date, beginning with September 30, 2026, the information in the Quarterly Report required to be provided by such Reporting Party pursuant to Section 3(d) (with respect to each Reporting Party, the “Quarterly Information”). The Reporting Party shall provide, or cause to be provided, such Quarterly Information until such party’s obligations terminate pursuant to Section 6 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 so 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.

(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 Quarterly Information listed in Exhibit A attached hereto.

#### SECTION 4. Event Reporting Obligations.

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

(i) Failure to pay any real property taxes or Improvement Area #6 Assessments levied within Improvement Area #6 on a Parcel owned by the Developer; provided, however, that the exercise of any right of the Developer as a landowner within Improvement Area #6 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Developer Listed Event under this Section nor a breach or default of this Disclosure Agreement;

(ii) Material damage to or destruction of any development or improvements within Improvement Area #6, including the Improvement Area #6 Projects and the Private Improvements;

(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 #6 undertaken by the Developer or any of the Developer's Affiliates;

(iv) Material default by the Developer or any of Developer's Affiliates on any loan secured by property within Improvement Area #6 owned by the Developer or any of the Developer's Affiliates;

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

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

(vii) The filing of any lawsuit with a claim for damages in excess of \$1,000,000 against the Developer or any of the Developer's Affiliates that may adversely affect the completion of development of Improvement Area #6, or litigation that may materially adversely affect the financial condition of the Developer or any of the Developer's Affiliates;

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

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

(x) Early termination of or material default by such Significant Homebuilder under a Purchase Agreement, if any.

(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 Improvement Area #6 Assessments levied within Improvement Area #6 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 #6 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 such 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) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 6 herein; and

(vi) Early termination of or material default by such Significant Homebuilder under a Purchase Agreement, if any.

(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 Reporting Party, 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 subsection (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, unless an affiliate of the Developer, who, through assignment, assumes the obligations, requirements or covenants to construct one or more of the Improvement Area #6 Projects or Private Improvements to assume and comply with the disclosure obligations of the Developer under this Disclosure Agreement. The Developer shall deliver to the Dissemination Agent, Administrator and the Issuer, a written acknowledgement and assumption from

each Person, unless an affiliate of the Developer, who assumes the obligations, requirements or covenants to construct one or more of the Improvement Area #6 Projects or Private Improvements 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 acknowledgement 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 assigned construction of the Improvement Area #6 Projects or Private Improvements. Notwithstanding anything to the contrary elsewhere herein, after such assignment, the Developer shall not be liable for the acts or omissions of such Person arising from or in connection with such disclosure obligations under this Disclosure Agreement.

SECTION 6. Assumption of Reporting Obligations by Significant Homebuilders.

(a) If a Homebuilder acquires ownership of real property in Improvement Area #6 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 Sections 3 and Section 4(b) hereof, with respect to such acquired real property until such party’s disclosure obligations terminate pursuant to Section 6 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 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 (a)(i) above, the Developer shall deliver to the Dissemination Agent, Administrator and the Issuer a written acknowledgement 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) and 4(e) hereof. Upon any such transfer to a Significant Homebuilder, and such Significant Homebuilder’s delivery of written acknowledgement 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.

SECTION 7. Termination of Reporting Obligations.

(a) 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, including their respective affiliates and/or successors and assigns, no longer owns four (4) or more of the single family residential lots within Improvement Area #6, as of each Quarterly Ending Date, or (iii) the issuance of the certificate of occupancy or third-party inspection, as applicable, for the last single family residential lot or Improvement Area #6 Assessed Property owned by the Developer, including its respective affiliates and/or successors and assigns. Notwithstanding the foregoing, if the Developer is reporting on behalf of a Significant Homebuilder, the Developer's reporting obligations, with respect to the property owned by the Significant Homebuilder will continue as if the Developer is a Significant Homebuilder that is a Reporting Party and will terminate in accordance with subsection (b) below.

(b) The reporting obligations of a Significant Homebuilder that is a Reporting Party, if any, under this Disclosure Agreement shall terminate upon the earlier of (i) the date when none of the Bonds remain Outstanding, (ii) when such Significant Homebuilder, including its respective affiliates and/or successors and assigns, no longer owns four (4) or more of the single family residential lots within Improvement Area #6, as of each Quarterly Ending Date, or (iii) the issuance of the certificate of occupancy or third-party inspection, as applicable, for the last single family residential lot or Improvement Area #6 Assessed Property owned by such Significant Homebuilder, including its respective affiliates and/or successors and assigns.

(c) 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) or (b), as applicable, 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.

(d) 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) and (b) of this Section 7 and any Termination Notice required by subsection (c) 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 BOKF, NA. 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 the 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 Administrator shall describe such amendment in the next related Quarterly Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the 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 9 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 in accordance with the terms of the Indenture) 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 for 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 by a Reporting Party and/or the Administrator 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 Information or 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 OTHER REPORTING PARTY 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 REPORTING PARTY, 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 #6, 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 Improvement Area #6, 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 and Venue. This Disclosure Agreement shall be governed by the laws of the State of Texas. Venue of any action to enforce the rights and privileges existing under this Disclosure Agreement shall be brought in the state district court of Hays County, Texas.

SECTION 20. Notice. Any written notice required to be given or made hereunder among or between any of the Reporting Parties, the Administrator, the Dissemination Agent and/or Participating Underwriter, shall be given or made by e-mail, 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 the required notice is provided or delivered by e-mail, the sender must request a read or delivery receipt from the recipient confirming that the recipient received the e-mail or the e-mail was delivered with such notice. Failure of any party to this Disclosure Agreement or Significant Homebuilder to provide proof of an e-mail read receipt or delivery receipt does not constitute a breach or default by such party or Significant Homebuilder under this Disclosure Agreement.

If to Developer:

HM 6 Creeks Development, Inc., a Texas corporation  
Attn: Jay Hanna, President  
1011 North Lamar Blvd.  
Austin, Texas 78703  
E-mail: Jay@JayHanna.com

If to the Dissemination Agent or  
Trustee:

BOKF, NA  
5956 Sherry Lane, Suite 900  
Dallas, Texas 75225  
E-mail: texaspids@bokf.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 Kyle, Texas  
100 W. Center Street  
Kyle, Texas 78640  
E-mail: pmoheet@cityofkyle.com

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. The Developer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

*(Signature pages follow.)*

BOKF, NA  
(as Dissemination Agent)

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

HM 6 CREEKS DEVELOPMENT, INC.,  
a Texas corporation,  
(as Developer)

By:

By:

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

P3WORKS, LLC  
(as Administrator)

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

**EXHIBIT A**

**CITY OF KYLE, TEXAS,  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026  
(6 CREEKS PUBLIC IMPROVEMENT DISTRICT  
IMPROVEMENT AREA #6 PROJECT)**

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

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

CUSIP Numbers: [Insert CUSIP Numbers]

**DISSEMINATION AGENT**

Name: BOKF, NA  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
City: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

**I. Unit Mix in Improvement Area #6**

<b>Product Type</b>	<b>Number of Units</b>
55' (Lot Type 18)	80
60' (Lot Type 19)	104
70' (Lot Type 20)	58

**II. Ownership of Lots/Units in Improvement Area #6**

PLANNED LOTS IN IMPROVEMENT AREA #6: 242

Of the 242 lots in Improvement Area #6:

1. Number of lots owned by the Developer: 0
  - a. Number of lots under contract but not closed to Homebuilder(s): 0

2. Number of lots owned by all Homebuilder(s): All<sup>1</sup>
  - a. Number of lots owned by Chesmar Homes: \_\_\_\_% undivided interest.<sup>2</sup>
  - b. Number of lots owned by PHAU/Perry Homes: \_\_\_\_% undivided interest.<sup>3</sup>
  - c. Number of lots owned by Highland Homes: \_\_\_\_% undivided interest.<sup>4</sup>
  - d. Number of lots owned by Coventry: \_\_\_\_% undivided interest.<sup>5</sup>
  - e. CHART\*\*
3. Number of units owned by homeowners: [\_\_\_\_\_]

### **III. Lot Status in Improvement Area #6**

Of the lots in Improvement Area #6, status:

1. Planned lots as of the date of issuance of the Bonds: 242
2. If different from (1), 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 #6 (if incomplete):  
[\_\_\_\_\_]

### **IV. Home Sales Information in Improvement Area #6**

PLANNED HOMES IN IMPROVEMENT AREA #6: 242

Of the 242 homes planned for Improvement Area #6:

2. 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*]: [\_\_\_\_\_]\*
  - b. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: [\_\_\_\_\_]\*
  - c. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: [\_\_\_\_\_]\*
  - d. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: [\_\_\_\_\_]\*
3. How many total homes have closed with homebuyers **during the current quarter**?  
[\_\_\_\_\_]

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<sup>1</sup> The Developer sold all land in Improvement Area #6 to various homebuilders in November of 2024.

<sup>2</sup> It is expected that Chesmar Homes will construct [ ] homes on the land it owns within Improvement Area #6.

<sup>3</sup> PHAU, an affiliate of Perry Homes, LLC, purchased an undivided 50% interest in the land within Section 15. Perry Homes will be the homebuilder responsible for constructing the [ ] homes on the land currently owned by PHAU.

<sup>4</sup> It is expected that Highland Homes will construct [ ] homes on the land it owns within Improvement Area #6.

<sup>5</sup> MHD, an affiliate of DFH Coventry, LLC, purchased an undivided 50% interest in the land within Sections 16 and 17. Coventry will be the homebuilder responsible for constructing the [ ] homes on the land currently owned by MHD.

\*\* 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.

- a. Number of homes closed with homebuyers during the current quarter for [insert name of Homebuilder]: [\_\_\_\_\_]\*
  - b. Number of homes closed with homebuyers during the current quarter for [insert name of Homebuilder]: [\_\_\_\_\_]\*
  - c. Number of homes closed with homebuyers during the current quarter for [insert name of Homebuilder]: [\_\_\_\_\_]\*
  - d. Number of homes closed with homebuyers during the current quarter for [insert name of Homebuilder]: [\_\_\_\_\_]\*
4. How many total homes have closed with homebuyers **cumulatively**? [\_\_\_\_\_]
  - a. Number of homes closed with homebuyers cumulatively for [insert name of Homebuilder]: [\_\_\_\_\_]
    - b. Number of homes closed with homebuyers cumulatively for [insert name of Homebuilder]: [\_\_\_\_\_]
      - c. Number of homes closed with homebuyers cumulatively for [insert name of Homebuilder]: [\_\_\_\_\_]
        - d. Number of homes closed with homebuyers cumulatively for [insert name of Homebuilder]: [\_\_\_\_\_]

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

1. Total Budgeted Costs required to complete the Improvement Area #6 Projects<sup>6</sup>:  
\$ \_\_\_\_\_.
2. Of the total budgeted costs for Improvement Area #6 Projects shown in the Service and Assessment Plan:
  - a. Actual costs drawn from the Improvement Area #6 Improvements Subaccount<sup>7</sup>:  
\$[\_\_\_\_\_]
  - b. Actual costs drawn from the Improvement Area #6 Major Improvements Subaccount: \$[\_\_\_\_\_]
  - c. Actual costs drawn from the Improvement Area #6 North Zone Improvements Subaccount: \$[\_\_\_\_\_]

**VI. Status of Improvements in Improvement Area #6**

1. Actual/Excepted date of completion of the Improvement Area #6 Projects:  
[\_\_\_\_\_]
2. If applicable, explanation of any delay/change in projected completion date since last Quarterly Report was filed:

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<sup>6</sup> “Improvement Area #6 Projects,” as used in this Exhibit A, refers to the “Improvement Area #6 Projects,” as defined in the Indenture.

<sup>7</sup> The “Improvement Area Improvement Account” refers to the “Improvement Area #6 Projects Account” of the Project Fund, as defined in the Indenture.

**VII. Private Improvements**

TOTAL EXPECTED/ACTUAL COSTS OF PRIVATE IMPROVEMENTS<sup>8</sup>: \$[\_\_\_\_\_]

Of the \$[\_\_\_\_\_] [expected/actual] costs of the Private Improvements:

1. Amount spent as of Quarterly Ending Date: \$[\_\_\_\_\_]
2. [Actual/Expected] completion date of Private Improvements: [\_\_\_\_\_]

**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 Improvement Area #6 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 Improvement Area #6 Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.
3. **Builder Contracts** - Since the issuance of the Bonds, have there been any material changes to builder contracts (including but not limited to changes to price, substantial completion dates, number of lots, or other terms) with respect to the land subject to the Improvement Area #6 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 Improvement Area #6 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 #6 Projects pursuant to the terms of a Completion Agreement? If so, identify the available sources of funding and provide the amount of funding needed to complete the Improvement Area #6 Projects. If the Developer has completed the Improvement

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<sup>8</sup> Private Improvements expected to consist of, among other things, amenity centers and swimming pools.

Area #6 Projects, please attach the Completion Agreement Release (as defined in the related Completion Agreement).]

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.

*(Remainder of page intentionally left blank)*

**EXHIBIT B**

**NOTICE TO MSRB OF FAILURE TO  
[PROVIDE QUARTERLY INFORMATION][FILE QUARTERLY REPORT]**

[DATE]

Name of Issuer: City of Kyle, Texas  
Name of Bond: Special Assessment Revenue Bonds, Series 2026  
Issue: (6 Creeks Public Improvement District Improvement Area #6 Project)  
(the “Bonds”)  
CUSIP Numbers: [insert CUSIP Numbers]  
Date of Delivery: \_\_\_\_\_, 20\_\_

NOTICE IS HEREBY GIVEN that HM 6 Creeks Development, Inc., a Texas corporation<sup>9</sup> (the “Developer”) 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 June 1, 2026, by and among the Developer, P3Works, LLC, as the “Administrator” and BOKF, NA, as “Dissemination Agent”. The [Developer][Significant Homebuilder] anticipates that the [Quarterly Information][Quarterly Report] will be [provided][filed] by \_\_\_\_\_.

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

BOKF, NA  
on behalf of the Developer  
(as Dissemination Agent)

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

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

cc: City of Kyle, Texas

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<sup>9</sup> If applicable, replace with applicable Designated Successors and Assigns.

**EXHIBIT C**

**TERMINATION NOTICE**

[DATE]

Name of Issuer: City of Kyle, Texas  
 Name of Bond Issue: Special Assessment Revenue Bonds, Series 2026  
 (6 Creeks Public Improvement District  
 Improvement Area #6 Project)  
 CUSIP Numbers: [insert CUSIP Numbers]  
 Date of Delivery: \_\_\_\_\_, 20\_\_

FMSbonds, Inc. 5 Cowboys Way, Suite 300-25 Frisco, Texas 75034	BOKF, NA 5956 Sherry Lane, Suite 900 Dallas, Texas 75225
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City of Kyle, Texas  
 100 W. Center Street  
 Kyle, Texas 78640

NOTICE IS HEREBY GIVEN by HM 6 Creeks Development, Inc., a Texas corporation<sup>1</sup> (the “Developer”), that the City of Kyle, Texas has issued the certificate of occupancy for the last lot or parcel (excluding lots utilized for model homes upon which a model home has actually been constructed) within Improvement Area #6 (as defined in the hereinafter defined Continuing Disclosure Agreement), thereby terminating the Developer’s reporting obligations under the Continuing Disclosure Agreement of Developer (the “Continuing Disclosure Agreement”), dated June 1, 2026, by and among the Developer, P3Works, LLC and BOKF, NA (the “Dissemination Agent”).

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

P3Works, LLC  
 on behalf of the Developer  
 (as Administrator)

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

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

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<sup>1</sup> If applicable, replace with applicable Designated Successors and Assigns.

**EXHIBIT D**

**CERTIFICATION LETTER**

[DATE]

Name of Issuer: City of Kyle, Texas  
 Name of Bond Issue: Special Assessment Revenue Bonds, Series 2026  
 (6 Creeks Public Improvement District  
 Improvement Area #6 Project)  
 CUSIP Nos.: [insert CUSIP NOs.]  
 Quarterly Ending Date: \_\_\_\_\_, 20\_\_

Re: Quarterly Report for 6 Creeks Public Improvement District

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of the Developer dated as of June 1, 2026 by and among HM 6 Creeks Development, Inc., a Texas corporation<sup>1</sup> (the “Developer”), P3Works, LLC (the “Administrator”) and BOKF, NA (the “Dissemination Agent”), this letter constitutes the certificate stating that the Quarterly Information, provided by the [Developer] [\_\_\_\_\_, as a “Significant Homebuilder”], contained in this Quarterly Report herein submitted by the Administrator, on behalf of the [Developer][Significant Homebuilder], constitutes the [portion of the] Quarterly Report required to be furnished by the [Developer][Significant Homebuilder]. Any and all Quarterly Information, provided by the [Developer][Significant Homebuilder], contained in this Quarterly Report for the three month period ending on [Insert Quarterly Ending Date], to the best of my knowledge, is true and correct, as of [insert date].

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

[DEVELOPER]

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

OR

[SIGNIFICANT HOMEBUILDER]  
 (as Significant Homebuilder)

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

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<sup>1</sup> If applicable, replace with applicable Designated Successors and Assigns.

**EXHIBIT E**

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

[DATE]

City of Kyle, Texas  
100 W. Center Street  
Kyle, Texas 78640

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

BOKF, NA  
5956 Sherry Lane, Suite 900  
Dallas, Texas 75225

**Re: 6 Creeks Public Improvement District Improvement Area #6 Project – 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 #6 Projects, Amenities or Private Improvements (as those terms are defined in the Disclosure Agreement of the Developer (as defined herein) within Improvement Area #6 of the 6 Creeks Public Improvement District (the “District”).

Pursuant to Section 2 of the Continuing Disclosure Agreement of Developer (the “Disclosure Agreement of Developer”) dated as of June 1, 2026, by and among HM 6 Creeks Development, Inc., a Texas corporation (the “Developer”), P3Works, LLC (the “Administrator”), and BOKF, NA, (the “Dissemination Agent”), with respect to the “City of Kyle, Texas Special Assessment Revenue Bonds, Series 2026 (6 Creeks Public Improvement District Improvement Area #6 Project)”, any person that, through assignment, assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #6 Projects or Private Improvements 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.

*(Signature page follows)*

Sincerely,

HM 6 CREEKS DEVELOPMENT, INC.,  
a Texas corporation,  
(as Developer)

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

Name: \_\_\_\_\_

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

Acknowledged by:

**[INSERT ASSIGNEE NAME]**

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

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

**EXHIBIT F**

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

[DATE]

City of Kyle, Texas  
100 W. Center Street  
Kyle, Texas 78640

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

BOKF, NA  
5956 Sherry Lane, Suite 900  
Dallas, Texas 75225

**Re: 6 Creeks Public Improvement District Improvement Area #6 Project – Continuing Disclosure Obligation**

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

As of \_\_\_\_\_, 202\_, you own \_\_\_ single family residential lots within Improvement Area #6 of the 6 Creeks Public Improvement District (the “District”). Pursuant to Section 2 of the Continuing Disclosure Agreement of Developer (the “Disclosure Agreement”) dated as of June 1, 2026, by and among, HM 6 Creeks Development, Inc., a Texas corporation (the “Developer”), P3Works, LLC (the “Administrator”), and BOKF, NA, (the “Dissemination Agent”), with respect to the “City of Kyle, Texas Special Assessment Revenue Bonds, Series 2026 (6 Creeks Public Improvement District Improvement Area #6 Project)” any entity that owns ten or more single family residential lots within Improvement Area #6 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 and Section 4(b) of the Disclosure Agreement for the property which is owned as detailed in the Disclosure Agreement, which is included herewith.

*(Signature page follows)*

HM 6 CREEKS DEVELOPMENT, INC.,  
a Texas corporation,  
(as Developer)

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

Sincerely,

Acknowledged by:  
**[INSERT ASSIGNEE NAME]**

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

APPENDIX F

FINANCING AGREEMENT

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**BLANCO RIVER RANCH PUBLIC IMPROVEMENT DISTRICT  
FINANCING AGREEMENT**

This Blanco River Ranch Public Improvement District Financing Agreement (this “**Agreement**”), dated as of July 18, 2017, (the “**Effective Date**”), is entered into between HMBRR Development, Inc., a Texas corporation, HMBRR, L.P., a Texas limited partnership, and HMBRR LP #2, a Texas limited partnership (including their Designated Successors and Assigns, collectively the “**Owner**”), and the City of Kyle, Texas (the “**City**”), acting by and through its authorized representative (collectively, the “**Parties**”).

Recitals:

WHEREAS, HMBRR Development, Inc., owns approximately 61.49 acres, which is more particularly described in attached Exhibit “B-1”;

WHEREAS, HMBRR, LP, owns approximately 188.51 acres, which is more particularly described in attached Exhibit “B-2”;

WHEREAS, HMBRR, LP #2, owns approximately 608.7 acres, which is more particularly described in attached Exhibit “B-3”;

WHEREAS, the term “**Property**” means and refers to the 858.7 acres so owned by HMBRR Development, Inc., HMBRR, LP and HMBRR LP #2;

WHEREAS, it is intended that the Property will be developed as a single family residential development (the “**Project**”);

WHEREAS, the Kyle City Council (“**City Council**”) authorized the formation of the Blanco River Ranch Public Improvement District (the “**District**”) on June 6, 2017, pursuant to City resolution no. 1065 in accordance with the PID Act (as defined in Exhibit “A”);

WHEREAS, pursuant to the terms of this Agreement, the City has agreed to allow financing of certain public improvements conferring special benefits to the Property via a public improvement district;

WHEREAS, the Owner proposes to construct certain improvements over time to serve Property located in the District (or portions thereof) and transfer some or all of those improvements to the City or County in accordance with the terms and provisions of this Agreement;

WHEREAS, contemporaneously herewith the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), at the request, and with the consent, approval, and agreement of, the Owner, adopt a form of the Service and Assessment Plan (as defined herein) that provides for the construction and financing of certain public improvements conferring special benefits within the District pursuant to the Service and

Assessment Plan, payable in whole or in part, by and from assessments levied against property within the District, as more specifically provided for in the Service and Assessment Plan;

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement) levy Assessments on all or a portion of the property located within the District and issue bonds in one or more series for payment of costs associated with construction and/or acquisition of the Authorized Improvements (as defined herein) included in the Service and Assessment Plan, as such plan may be amended from time to time; and

WHEREAS, the City has determined that it is in its best interests to contract with the Owner for the construction of the Authorized Improvements, which will result in the efficient and effective implementation of the Service and Assessment Plan.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereto agree as follows:

## ARTICLE I. SCOPE OF AGREEMENT

This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property (Article II), the Construction of Authorized Improvements to be acquired by the City or County (Article III), advancement of construction funds through the issuance of the PID Bonds (defined herein), acquisition and maintenance of Authorized Improvements within the District (Article IV), and the issuance of bonds for the financing of the Authorized Improvements (Article V). Definitions used herein are set forth in attached Exhibit "A" and in the Service and Assessment Plan.

## ARTICLE II. APPORTIONMENT, LEVY, AND COLLECTION OF ASSESSMENTS

### Section 2.01. Preliminary Matters

(a) On June 6, 2017, the City approved a resolution authorizing the formation of the District. The District includes all of the Property.

(b) The Property may be developed in phases. It is anticipated that some Authorized Improvements will be constructed that benefit only Improvement Area #1 or a Future Improvement Area, while other Authorized Improvements will benefit the entire District. As a result, Assessments will be levied only on Improvement Area #1 and certain Future Improvement Areas from time to time as the development in the District progresses. As such, it is currently contemplated that there will be bonds issued for Improvement Area #1 and Future Improvement Areas: the "**Improvement Area #1 Bonds**," "**Additional Improvement Area #1 Bonds**," and "**Future Improvement Area Bonds**" (all as further defined in Exhibit "A").

(c) The initial Service and Assessment Plan for the Property is attached as Exhibit "C." The Owner acknowledges and agrees that the Service and Assessment Plan must meet the requirements of Texas Local Government Code Sections 372.013 and 372.014 and be

presented to the City Council for review and approval prior to Assessments being levied and PID Bonds being issued. Thereafter, the Service and Assessment Plan will be updated and amended by the City or its Administrator at least once per year, and submitted for the City Council's review and approval. Notwithstanding the above, it is understood and acknowledged by the Parties that the Assessments associated with the Improvement Area #1 Bonds and Additional Improvement Area #1 Bonds are the only Assessments that can currently be addressed with reasonable certainty in the Service and Assessment Plan. As a result, the Service and Assessment Plan will need to be amended over time if any Future Improvement Area Bonds are issued and Future Improvement Areas are developed (and applicable PID Bonds are issued) in accordance with the terms set forth in this Agreement. Nevertheless, the basic terms and methodology described in the Service and Assessment Plan will generally apply to Additional Improvement Area #1 Bonds and Future Improvement Area Bonds.

(d) Assessments on any portion of the Property will bear a direct proportional relationship to and be less than or equal to the special benefit of the Authorized Improvements within the District (or specific Improvement Area, as applicable).

(e) Assessments on any portion of the Property may be adjusted in connection with subsequent PID Bond issues or otherwise so long as the Assessments are determined in accordance with the Service and Assessment Plan.

(f) The Property may also be subject to an Owner's Association assessment.

(g) Promptly following submission to the City of an updated Service and Assessment Plan (or any subsequent amendment or supplement to the Service and Assessment Plan) acceptable in form and substance to the City and to the Owner with respect to the matters therein that require approval by the Owner as provided in this Agreement, the City Council shall consider an Assessment Ordinance relating to the applicable plan or amendment or supplement. If an Assessment Ordinance is adopted, the City shall use reasonable, good faith efforts to expeditiously initiate and approve all necessary documents and ordinances required to effectuate the Service and Assessment Plan and Assessment Ordinance.

### **Section 2.02.** Apportionment and Levy of Assessments

The City intends to levy Assessments on the Property in accordance herewith and with the Service and Assessment Plan (as such plan is amended from time to time) at such time prior to or as PID Bonds are issued in accordance with Article IV hereof. The City's apportionment and levy of Assessments will be made in accordance with the PID Act.

### **Section 2.03.** Collection of Assessments

(a) The City covenants and agrees that it will, as authorized by the PID Act and other applicable law, continuously collect or cause to be collected Assessments levied pursuant to the Service and Assessment Plan during the term of this Agreement in the manner and to the maximum extent permitted by applicable law. The City covenants and agrees that to the extent permitted by applicable law, it will not permit a reduction, abatement, or exemption in the Assessments due on any portion of the Property until the PID bonds related to that particular portion of the Property are no longer outstanding, whether as a result of payment in full,

defeasance, or otherwise. The City shall use best efforts to collect the Assessments consistent with the City's policies and standard practices applicable to the collection of City ad valorem taxes and assessments.

(b) Notwithstanding anything to the contrary contained herein or in the Service and Assessment Plan, once PID Bonds are issued, the Assessment Revenues collected annually from the Property will be deposited in the Pledged Revenue Fund and transferred in the priority set forth in the Indenture.

(c) Owner will be reimbursed for Actual Costs associated with the Authorized Improvements from Assessments collected by the City and held by the City pursuant to an applicable Acquisition and Reimbursement Agreement. Any reimbursement obligation to Owner under an Acquisition and Reimbursement Agreement will be subordinate to payment of the applicable PID Bonds.

(d) Further, notwithstanding anything to the contrary herein, the City covenants and agrees to use best efforts to contract with Hays County Tax Collector for the collection of the Assessments such that the Assessments will be included on the ad valorem tax bill(s) for the Assessed Parcels and will be collected as part of and in the same manner as ad valorem taxes.

#### **Section 2.04.** Approval and Recordation of Assessments through Landowner Agreement

Concurrently with the levy of the Assessments for any portion of the Property, the Owner shall execute (and shall cause any other owner of any of the Property that will be subject to the future assessments to execute a Landowner Agreement (herein so called) in which the Landowner shall approve and accept the apportionment of assessments in the Service and Assessment Plan and the levy of the Assessments by the City. The Landowner Agreement further shall (a) evidence the Owner's intent that the Assessments be covenants running with the land that (i) will bind any and all current and successor owners of the Property to the Assessments, including applicable interest thereon, as and when due and payable thereunder, and (ii) provide that subsequent purchasers of such land take their title subject to and expressly assume the terms and provisions of the Assessments; and (b) provide that the liens created by the levy of the Assessments are a first and prior lien on the Property, subject only to liens for ad valorem taxes of the State of Texas ("State"), County, school district or City.

#### **Section 2.05** Reimbursement Of Actual Costs

The Assessments levied for Improvement Area #1 Improvements may not be in an amount sufficient to fully fund the Improvement Area #1 Improvements. Owner's right, title and interest in the payments of unreimbursed Actual Costs, as described herein, shall be the sole and exclusive property of Owner and no other third party shall have any claim or right to such funds unless Owner collaterally transfers its rights to its unreimbursed Actual Costs to a Transferee in writing as described in this Section 2.05, and otherwise in accordance with the requirements set forth herein or assigns this Agreement as to all or a part of the Project to a Designated Successor or Assignor as described in Section 8.03(a) Owner has the right to collaterally convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owner's right, title, or interest under this Agreement including, but not limited to, any right, title

or interest of Owner in and to payment of its unreimbursed Actual Costs (a “**Transfer**,” and the person or entity to whom the transfer is made, a “**Transferee**”). No Transfer shall be effective, however, until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer. Any sale of a portion of the Property or assignment of any right hereunder will not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.

#### **Section 2.06.** Obligations Secured by Pledged Revenues

**THE PID BONDS ARE SPECIAL OBLIGATIONS OF THE CITY SECURED SOLELY BY PLEDGED REVENUES (AS DEFINED IN THE INDENTURE) AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF THE BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES.**

### **ARTICLE III. CONSTRUCTION AND ACQUISITION**

#### **Section 3.01.** Acquisition of Authorized Improvements

The owner will dedicate the applicable Improvement Area #1 Improvements identified in Exhibit “D” to the City or County (as applicable, “**Entity**”) upon completion of those Improvements, after confirmation by the Entity’s construction representative that the Improvement Area #1 Improvements have been completed in accordance with this agreement and the design guidelines mutually agreed to by the owner and Entity. Applicable City and County requirements shall govern the procedure for inspection, dedication, and acceptance of the Improvement Area #1 Improvements being conveyed to the City and County, respectively. The City’s Subdivision Ordinance shall govern the procedure for inspection, dedication, and acceptance of the Improvement Area #1 Improvements being conveyed to the City.

#### **Section 3.02.** Acquisition of Subsequent Authorized Improvements

The provisions of Section 3.01 will apply to the Improvement Area #1 Improvements and any other Authorized Improvements constructed concurrent with or after the Improvement Area #1 Improvements; provided however once the applicable Authorized Improvements to be funded with a particular Future Improvement Area Bond are identified, Exhibit “F” will be revised to delineate which Authorized Improvements will be dedicated to which Entity and what easements, if any, are needed.

**Section 3.03.** Designation of Construction Manager, Construction Engineers

(a) The City hereby designates the Owner, or its assignees, as the Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Authorized Improvements in accordance with the provisions of this Article III.

(b) Except as otherwise provided herein, inspection of the construction of any Authorized Improvement being conveyed to the City will be by City Construction Representative or its designee and in accordance with any requirements of the City. The Owner agrees to notify the City within 24 hours of the scheduling of any City Inspection, and at that same time to provide any design or construction-related documents to be used as part of the inspection. The Owner agrees that the City Construction Representative may be present at any City inspection, and is responsible for ensuring the City Construction Representative is informed of the date, time, and location of each City inspection.

(c) The Owner shall be entitled to a separate Construction Management Fee for the construction of each Segment, unless Owner contracts with a third party to act as the Construction Manager with respect to construction of the Authorized Improvements.

(d) The City shall cooperate with the Owner in connection with its services as Construction Manager.

(e) The Owner shall designate the consulting engineers for the Authorized Improvements for the compensation specified by the Owner.

**Section 3.04.** Designation of Construction Manager Subcontractor

The City acknowledges and agrees that Owner may subcontract out all or some of the duties of Construction Manager to a third party. Owner may designate an individual, company, or partnership or other entity as a subcontractor for construction management services for one or more Authorized Improvements or distinct Segments thereof provided that such designee has the technical capacity, experience and expertise to perform such construction management duties or obligations. Owner may make such designation under the same terms as set out in Section 8.03(a) of this Agreement.

**Section 3.05.** Project Funding and Completion

(a) If at any time there are not sufficient funds in the Project Fund to complete an Authorized Improvement, the Owner will demonstrate committed capital (including by proof of bank financing) to the City in an amount confirmed by an engineer's estimate of probable cost, which represents the difference between the budgeted cost to complete the public improvements assumed to be complete in the Appraisal and the net proceeds of the PID bonds. The City acknowledges that it will accept such proof.

(b) If subcontractors providing labor or materials for the Authorized Improvements file claims or otherwise give notice asserting failure to receive payment for such labor or

materials, the City may require the Owner to post fiscal security for the estimated cost of constructing the Authorized Improvements. The Owner shall give the City a copy of any such claims within three (3) business days of receipt of the claim.

(1) If the Owner has commenced construction but fails or refuses to complete the construction of a particular Authorized Improvement (or Segment thereof) in accordance with the terms and conditions set forth in this Agreement, such failure or refusal will be considered an event of default and, after giving notice of default and reasonable opportunity to cure as herein provided, the City will have the right, but not the obligation, to draw on the funds within the Project Fund and complete (or cause the completion of) the applicable Authorized Improvement (or Segment thereof).

(2) If the City elects to complete an Authorized Improvement (or Segment thereof), all plans and specifications, designs, easements, real and personal property, and improvements acquired, produced, or installed in aid of completing such component of the Authorized Improvement (or Segment thereof) by the Owner or its engineers or contractors before such default described in paragraph (c) above, will become the property of the City. In such event, the Owner will provide, within five (5) business days of the City's request, documentation to the City that the above listed items have been conveyed and have become the property of the City. Notwithstanding anything to the contrary contained herein, if the Owner fails or refuses to timely complete the construction of a Authorized Improvement (or Segment thereof) and such default cannot reasonably be cured in 30 days, Owner will have such additional time as is reasonably necessary to cure as long as the Owner commences the cure within 30 days and diligently pursues the same to completion. If Owner has still not completed the applicable component of the Authorized Improvement (or Segment thereof) after the notice and cure periods provided for above, the City shall either:

(i) Assume the construction management role and direct the completion of the applicable Authorized Improvement (or Segment thereof); or

(ii) Assume the construction management role and direct the closeout of the applicable Authorized Improvement (or Segment thereof).

(3) In the event the City assumes the construction management role for a given Authorized Improvement (or Segment thereof) (as provided above) then the Owner agrees as follows:

(i) The City may draw down funds from the Project Fund to complete the Authorized Improvement (or Segment thereof) in question;

(ii) All construction contracts, related completion bonds, warranties, plans and specifications, designs, easements, and improvements acquired, produced, or installed in connection with completing such Authorized Improvement (or Segment thereof) by the Owner or its engineers, contractors, or other consultants, and all other personal property and rights associated with the applicable component of the Authorized Improvement (or Segment thereof), will automatically without further action by the Owner become the property of the City; and

(iii) The Owner will automatically forgo and release any claims or rights to those items listed in (ii) above.

**Section 3.06. Maintenance of Project, Warranties**

Unless otherwise provided for, the Owner shall maintain each Authorized Improvement (or Segment thereof) in good and safe condition until such Authorized Improvement (or Segment thereof) is accepted by the Entity. The Entity's acceptance of Authorized Improvements shall be in accordance with the Entity's standard rules and procedures for the type of improvements being constructed. Prior to such acceptance, the Owner shall be responsible for performing any required maintenance on such Authorized Improvement. On or before the acceptance by the Entity of an Authorized Improvement (or Segment thereof), the Owner shall assign to the Entity all of the Owner's rights in any warranties, guarantees, maintenance obligations, or other evidences of contingent obligations of third persons with respect to such Authorized Improvement (or Segment thereof). Prior to or concurrently with the Entity's acceptance of an Authorized Improvement (or Segment thereof), Owner shall provide a two-year maintenance bond for that Authorized Improvement.

**Section 3.07. Sales and Use Tax Exemptions**

(a) The Parties agree that, as municipally and publicly owned and acquired properties, all costs of materials, other properties and services used in constructing the Authorized Improvements to be acquired by the Entity are exempt under the Texas Tax Code from sales and use taxes levied by the State, or by any city, county, special district, or other political subdivision of the State, as set forth in Texas Tax Code Section 151.309.

(b) The City will provide such certifications to the Owner and/or to suppliers and contractors as may be required to assure the exemptions claimed herein.

(c) The City and the Owner shall cooperate in structuring the construction contracts for the Authorized Improvements to comply with requirements (including those set forth in Texas Tax Code Section 151.309) for exemption from sales and use taxes.

**Section 3.08. Public Bidding Requirements/City Cooperation in Plan Review**

(a) The City and the Owner anticipate that the Authorized Improvements will be exempt from any public bidding or other City purchasing and procurement policies to the extent that the Authorized Improvements meet the standard of Texas Local Government Code Section 252.022(a)(9).

(b) The City Construction Representative agrees to cooperate with the Owner to the extent reasonably possible without detriment to proper engineering review, comment, and revision on the review and approval of the engineering, design, plans, and specifications of all Authorized Improvements submitted by the Owner.

**Section 3.09. Additional Requirements for Authorized Improvements Funded with Progress Payments**

The following additional requirements shall be applicable to Authorized Improvements funded in accordance with the procedures set forth in Section 4.02:

(a) Prior to the later to occur of (i) the Effective Date, or (ii) commencing construction of any such Authorized Improvements, the Project Engineer shall review all plans and specifications, construction contracts, and related materials for the applicable Authorized Improvements, and shall certify to the Owner, City, and Trustee that the Project Funds plus the committed capital referenced in Section 3.05(a) above are anticipated sufficient to fund the full cost of design and construction of the applicable Authorized Improvements (but excluding any Construction Management Fees or contingencies (if any) as set forth in the Service and Assessment Plan).

(b) The Construction Manager will maintain an ongoing monthly updated accounting of funds disbursed, work progress and remaining funding needed to complete each applicable Authorized Improvement. Such accounting will include a reconciliation of any un-advanced amounts out of the segregated accounts in the Project Fund under the applicable Indenture as compared to the remaining costs to complete each applicable Authorized Improvements. The Construction Manager will provide such monthly reports to the Owner, the City Construction Representative, and the Trustee.

(c) After bids and construction contracts have been executed for the applicable Authorized Improvements, all change orders or costs increases for such applicable Authorized Improvements must be approved by the Owner, Construction Manager and the City Construction Representative, to the extent any such change order is in excess of \$100,000.00 for any Segment of such applicable Authorized Improvement. The Construction Manager shall provide copies of all approved change orders to the PID Administrator and Trustee within ten (10) days after approval.

**ARTICLE IV. PAYMENT FOR AUTHORIZED IMPROVEMENTS**

**Section 4.01. Overall Requirements**

(a) The City shall not be obligated to provide funds for any Authorized Improvement except from the proceeds of the PID Bonds or from Assessments. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for the payment of the Actual Cost of the Authorized Improvements to be constructed for or acquired by the City (or the County) will be sufficient for the construction or acquisition of all of those particular Authorized Improvements. The Parties anticipate that the Actual Cost to construct the Authorized Improvements may be greater than the proceeds of the PID Bonds and Assessments available for Authorized Improvements.

(b) The City shall not be obligated to provide funds for any Authorized Improvement unless and until the City determines that: (i) the Owner is in then current compliance with its obligations under this Agreement and PID-related obligations of the Blanco River Ranch (Phase

One Residential Area) De-Annexation and Development Agreement (the “**Development Agreement**”); and (ii) the City has approved the Authorized Improvements, including inspection and acceptance, if applicable (except this subsection (ii) will not apply if payment is being made through progress payments as provided herein); and, if PID Bonds have been issued, (iii) the PID Administrator provides written confirmation of compliance with the conditions and provisions of the Disclosure Agreement of Developer at the time of the withdrawal of funds from the Project Fund, or from any other eligible account or fund under the Indenture.

(c) Upon written acceptance of an Authorized Improvement, and subject to any applicable maintenance-bond period, the Entity accepting the Authorized Improvement shall be responsible for all operation and maintenance of such Authorized Improvement, including all costs thereof and relating thereto.

(d) The Parties hereby acknowledge and agree that:

(1) When PID Bonds are issued, the City shall bill, collect, and deposit into the Pledged Revenue Fund of the Indenture all Assessment Revenue constituting “pledged revenues” as defined in the Indenture.

(2) When PID Bonds have been defeased, the City shall bill, collect, and immediately deposit the Assessments collected into an Assessment Reimbursement Fund (excluding Administrative Expenses and Delinquent Collection Costs). Funds in the Assessment Reimbursement Fund shall only be used to pay Costs of the Authorized Improvements in accordance with this Agreement.

(3) The Improvement Area #1 Improvements may be funded by progress payments through PID Bonds (i.e., PID Bonds are sold and then Improvement Area #1 Improvements are funded by PID Bond proceeds) and to that extent will be governed by Section 4.02 of this Agreement. Other Authorized Improvements may be funded by progress payments through PID Bonds in the same manner as Improvement Area #1 Improvements and in such case will be governed by Section 4.02 of this Agreement.

(4) If requested by the Owner, the City agrees to allow for construction and funding of Authorized Improvements to be handled in accordance with progress payments (Section 4.02), reimbursement payments pursuant to an Acquisition and Reimbursement Agreement (Section 4.03), or a combination thereof.

(5) Except as otherwise provided herein, the Authorized Improvements are intended to be constructed pursuant to one or more Acquisition and Reimbursement Agreements and paid for by the Owner prior to the issuance of PID Bonds intended to fund such Authorized Improvements. Such funding of the Authorized Improvements will be governed by the applicable Acquisition and Reimbursement Agreement and Section 4.03 of this Agreement.

(e) The procedures set forth in Section 4.02 below will apply to all Certifications for Payment regardless of which account within the Project Fund the actual funds are being paid from.

#### **Section 4.02. Progress Payments for Authorized Improvements**

(a) Owner shall deliver and the City shall accept the Authorized Improvements to be conveyed to the City in accordance with the terms herein. The net proceeds from the issuance of the PID Bonds will be held by the Trustee in various segregated accounts under the Project Fund. Those sums held in the various segregated accounts will be advanced to the Owner by the Trustee to fund the costs of construction, City and County inspection and administrative costs, and other soft costs (as more particularly specified herein and in the Service and Assessment Plan) upon receipt of a completed Certification for Payment (in the form as attached in Exhibit "E"). Payments will be made to Owner, or subcontractor (as provided in Section 4.02(b)) periodically as construction progresses. The procedures for such progress payments are contained in this Section 4.02 and the Indenture. As set forth in the Indenture, such payments shall be made by Trustee on a monthly basis and within five (5) business days of the Trustee's receipt of the completed Certification for Payment from the City Director of Finance. The City Construction Representative or its designee shall deliver to the City Director of Finance his/her concurrence to pay pursuant to a completed Certification for Payment within fifteen (15) calendar days after its receipt of the required submittal items pursuant to either subparagraph (b) or (c) below, as applicable and the City Director of Finance will then have up to ten (10) calendar days to forward the executed Certification for Payment to the Trustee for payment. If the City disapproves any Certification for Payment, the City shall provide a written explanation of the reasons for such disapproval so that if the Certification for Payment is revised in accordance with City's comments, the Certification for Payment can be approved. Notwithstanding anything to the contrary contained herein, if the monthly reconciliation provided by the Construction Manager pursuant to Section 3.09(b) above for a particular Authorized Improvement shows there are not enough funds in the segregated account to fund the remaining design and construction costs of that Authorized Improvement after taking into consideration any contingencies, the City Construction Representative, the City Director of Finance, and the PID Administrator shall not be obligated to authorize payments of funds exceeding the balance in the segregated account until such time as Owner provides evidence satisfactory to the City Construction Representative that Owner has or will provide funds in an amount sufficient to fully fund the remaining design and construction costs of that Authorized Improvement.

(b) During the design phase for any Authorized Improvement to be funded by the PID Bonds, Owner will be entitled to receive draws (not to exceed one (1) per month) based on the percentage of design work completed up to the date of the draw. The submittal items necessary for a design payment are as follows:

(1) A Certification for Payment executed by the Project Engineer and Construction Manager specifying the percentage of design that has been completed on the applicable Authorized Improvement; and

(2) Copies of all supporting invoices with respect to such design payment.

(c) The submittal for the last draw for design work will also include evidence of approval of design phase documents by the applicable Entity.

(d) During the construction phase for any Authorized Improvement to be funded by PID Bonds, Owner shall be entitled to receive draws (not to exceed two (2) per month) based on the Actual Cost of the construction completed. The City is not obligated to authorize a construction payment until such time that the applicable Entity has approved the plans and specifications for the applicable Authorized Improvement (if such approval is required pursuant to this Agreement). The items required for a construction payment are as follows:

(1) A Certification for Payment executed by the Project Engineer and Construction Manager specifying the amount of work that has been performed and the cost thereof;

(2) A Bills Paid Affidavit from the contractor;

(3) Copies of all supporting invoices with respect to such payment; and

(4) Waivers of liens for work on the applicable Authorized Improvements through the previous Certification for Payment and receipts for payment from the contractor and, if requested by the City, any subcontractors for the current Certification for Payment.

(e) In addition to the submitted items required in subparagraph (c) above, in order to obtain the final payment for an Authorized Improvement funded by the PID Bonds pursuant to this Section 4.02, the following are required:

(1) The Owner will have provided to the City or the County, as applicable, an assignment of the warranties and guaranties, if applicable, for the Authorized Improvement;

(2) Before the final Certification for Payment is submitted to the City, the Project Engineer shall conduct a review for the County to confirm that such Authorized Improvement was constructed in accordance with the plans therefor and the Project Engineer will verify and approve the Actual Cost of such Authorized Improvement specified in such Certification for Payment. Upon confirmation by the Project Engineer to the City Construction Representative and the submission of the final Certification for Payment indicating that such Authorized Improvement has been constructed in accordance with the plans therefor, and verification and approval of the Actual Cost of such Authorized Improvement, the City Construction Representative shall within fifteen (15) calendar days thereafter accept such Authorized Improvement and the City Construction Representative shall sign the Certification for Payment and forward the same to the City Director of Finance and the PID Administrator. The City Director of Finance shall then have up to ten (10) calendar days to forward the executed Certification for Payment to the Trustee for payment. The City agrees to instruct the Project Engineer to conduct each such review in an expeditious manner not to exceed fifteen (15) calendar days after the Certification for Payment is submitted to the City.

(f) The Parties acknowledge that certain Authorized Improvements identified on Exhibit "D" will be dedicated to the City and certain Authorized Improvements identified on Exhibit "D" will be dedicated to the County. Therefore, with respect to the Authorized Improvements that are to be dedicated to and accepted by (1) the City, the terms, conditions and

procedures set forth in Section 4.02(a)-(e) shall apply and (2) the County, the terms, conditions and procedures set forth in Section 4.02(a) – (e) shall apply except as set forth below:

(1) The County (not the City) will be accepting such Authorized Improvements;

(2) The County (not the City) will be approving the plans and specifications for such Authorized Improvements;

(3) The County (not the City) will be inspecting such Authorized Improvements subject to City participation as described in Section 3.03 of this Agreement; and

(4) In order to obtain the final payment for such Authorized Improvements a written acknowledgement from the County that all requirements for acceptance of such Authorized Improvements (and except any applicable maintenance-bond period) have been complied with shall be provided to the City. Upon receipt of such written acknowledgment from the County, the City Construction Representative, within fifteen (15) days thereafter, shall sign the Certification for Payment and forward the same to the City Director of Finance. The City Director of Finance shall then have up to ten (10) calendar days to forward the executed Certification for Payment to the Trustee for payment.

(g) The Owner has determined that prior to the Effective Date, it has expended funds for costs reimbursable under the PID Act, including: (i) the design of the Authorized Improvements and associated due diligence matters (e.g., environmental and wetland studies), (ii) construction of the Authorized Improvements, (iii) costs in obtaining permits required for the construction of the Authorized Improvements, and (iv) other costs associated with the formation of the District (“**Initial Owner Expended Funds**”). Owner will submit to the City information documenting the amount of Initial Owner Expended Funds paid by Owner between September 1, 2016 and July 18, 2017. The total amount of Initial Owner Expended Funds approved by the City pursuant to this Section 4.02 and the PID Act shall be referred to herein as the “**Initial Reimbursement Payment.**”

(h) Prior to disbursement of proceeds of the PID Bonds, (1) Owner may submit to the City a Closing Disbursement Request satisfactory to the City and the Trustee for the remainder of the Initial Reimbursement Payment and (2) the City, upon verifying the accuracy of all representations of the Owner made in such Closing Disbursement Request, will sign the Closing Disbursement Request and deliver that Closing Disbursement Request to the Trustee. At the closing of the PID Bonds, Owner shall be reimbursed an amount equal to the Initial Reimbursement Payment and such amount shall be transferred to the Trustee for distribution to the Owner or the Owner’s designee.

(i) At the closing of the PID Bonds, the Owner shall be reimbursed Bond Issuance Costs for PID Bonds paid by the Owner, as described in the Service and Assessment Plan and approved by the City. Such Bond Issuance Costs paid at closing shall be set forth in a closing memorandum issued by the Underwriter or the Financial Advisor and included in the Certification for Payment. Bond Issuance Costs for any Future Improvement Area Bonds will be paid after the closing of the applicable Future Improvement Area Bonds upon submittal of proper

documentation so long as such Bond Issuance Costs are described in the Service and Assessment Plan and funds remain in the respective Costs of Issuance Account described in the Indenture.

**Section 4.03.** Payments for Completed Authorized Improvements

(a) Pursuant to the terms of an Acquisition and Reimbursement Agreement entered into prior to commencement of construction of an applicable Authorized Improvement, the Owner shall convey, and the City or the County (as applicable) shall acquire, the given Authorized Improvement for the Actual Cost, after such Authorized Improvement is completed and has been accepted by the applicable Entity. The general process for funding of Authorized Improvements under an Acquisition and Reimbursement Agreement is as follows:

(1) The Owner and the City will enter into an Acquisition and Reimbursement Agreement to finance the Authorized Improvements as agreed between the Parties, which will provide for Assessments that will reimburse the Owner for Actual Costs incurred in connection with certain Authorized Improvements until PID Bonds are issued in an amount necessary to reimburse Owner for the Actual Costs of those certain Authorized Improvements less any amounts already reimbursed to Owner pursuant to the Acquisition and Reimbursement Agreement. The form of the Acquisition and Reimbursement Agreement shall be reasonably acceptable to both the City (as applicable) and Owner and substantially in accordance with the form attached as Exhibit “H”.

(2) Simultaneously, the Service and Assessment Plan will be amended to reflect the Assessments and those certain Authorized Improvements as contemplated by the Acquisition and Reimbursement Agreement. The City will levy the Assessment for the associated improvement area.

(3) Owner will construct or cause the construction of the Authorized Improvements for the associated improvement area.

(4) After the levy of the Assessments contemplated by an Acquisition and Reimbursement Agreement, the City will begin collecting the Annual Installments for the associated improvement area. Upon collection of such Annual Installments, the City will place such Annual Installments in a designated account separate from the City’s other accounts. The funds within the account will be used to reimburse Owner for the Actual Costs of the Authorized Improvements pursuant to the terms of the Acquisition and Reimbursement Agreement. If the PID Bonds are issued in an amount that is not sufficient to fully reimburse the Owner for the Actual Costs of the Authorized Improvements less any amounts already reimbursed to Owner pursuant to the Acquisition and Reimbursement Agreement, then Additional PID Bonds may be issued to reimburse the Owner for any Actual Costs not reimbursed by such PID Bonds and Acquisition and Reimbursement Agreement.

(5) Upon completion of the Authorized Improvements contemplated by the Acquisition and Reimbursement Agreement and compliance with the applicable Future Bond Test, the City intends to issue PID Bonds to reimburse the Owner for Actual Cost of those Authorized Improvements less any amounts already reimbursed to Owner pursuant to the Acquisition and Reimbursement Agreement.

(6) If the PID Bonds issued as described in subparagraph 4 above are not sufficient to fully reimburse the Owner for the Actual Costs of those Authorized Improvements less any amounts already reimbursed to Owner pursuant to the Acquisition and Reimbursement Agreement, then so long as the applicable Future Bond Test is satisfied, Additional PID Bonds may be issued to reimburse the Owner for any Actual Costs not reimbursed by the PID Bonds and Acquisition and Reimbursement Agreement.

(b) To receive funds from the proceeds of the Improvement Area #1 Bonds or Additional Improvement Area #1 Bonds (as applicable) to pay the Actual Cost of a particular Improvement Area #1 Improvement, the Owner shall deliver to the City and the Project Engineer (x) documentation evidencing the Actual Cost, (y) documentation evidencing the acceptance of the Improvement Area #1 Improvement by the City or County, as applicable, and (z) an assignment of the warranties and guaranties, if applicable, for such Authorized Improvement, in form reasonably acceptable to the City (if the City is the entity accepting such Authorized Improvements) or the County (if the County is the entity accepting such Authorized Improvement). Nothing herein shall prohibit Owner from being reimbursed for design costs associated with an Improvement Area #1 Improvement (provided that the plans and specifications for such applicable Improvement Area #1 Improvement have been accepted by the City or County, as applicable) prior to the completion of construction of such Improvement Area #1 Improvement or for other costs that are otherwise eligible to be paid under the PID Act prior to completion of construction of such Improvement Area #1 Improvement.

(c) At the time of the closing of any PID Bonds, Owner may, concurrently with the initial draw from the PID Bonds and under substantially the same procedures as set forth above, be reimbursed for (i) the Unpaid Balance under the applicable Acquisition and Reimbursement Agreement and (ii) any other qualified and permitted costs approved by the City under substantially the same procedures as set forth above (collectively, the “**Owner Expended Funds**”). The total amount of Owner Expended Funds approved by the City pursuant to this Section shall be referred to herein as the “**Reimbursement Payment.**”

(d) The City, in its discretion, may allow for construction and funding of Authorized Improvements to be handled in accordance with Section 4.02 or with a combination of progress payments (Section 4.02) and reimbursement payments pursuant to an Acquisition and Reimbursement Agreement (Section 4.03). If the City, in its discretion, elects to allow for such combination, this Agreement shall be modified accordingly to reflect such terms.

## ARTICLE V. PID BONDS

### Section 5.01. Issuance of PID Bonds

(a) Subject to the terms and conditions set forth in this Article ~~V~~, the City intends to pay for the Authorized Improvements, by issuing PID Bonds in one or more series. The City will use reasonable and good faith efforts to issue PID Bonds after receiving a Bond Issuance Request from Owner, provided that Owner can reasonably demonstrate to the City and its financial advisors that (i) the applicable Future Bonds Test, if any, has been satisfied and (ii) there is sufficient security for the PID Bonds, based upon the bond market conditions existing at

the time of such proposed sale. In addition to the criteria outlined in the applicable Future Bonds Test, the City may consider additional requirements prior to authorizing the issuance of any Future Improvement Area Bonds, including but not limited to a market condition assessment (including market study update), development of the District and current status of Owner, developers, and related builder positions. The City Council may require a recommendation from City staff, advisors and consultants.

(b) The aggregate principal amount of PID Bonds required to be issued hereunder shall not exceed an amount sufficient to fund: (i) the Actual Costs of the Authorized Improvements, (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction of the applicable Authorized Improvements funded by the PID Bond issue in question and in no event for a period greater than 24 months from the date of the initial delivery of the applicable PID Bonds and (iii) Bond Issuance Costs. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of future PID Bond issuances.

(c) The final maturity for each series of PID Bonds shall occur no later than 30 years from the issuance date of those PID Bonds.

(d) PID Bonds are not required to be issued under this Article V unless (i) the statutory requirements set forth in Chapter 372 of the Texas Local Government Code have been satisfied; (ii) the City receives at the time of issuance of such PID Bonds an opinion of counsel selected by the City stating in effect that the PID Bonds are legal and valid under Texas law and that all preconditions to their issuance under State law have been satisfied; and (iii) the Attorney General of the State of Texas has issued an opinion approving issuance of the bonds as required by the PID Act.

(e) The foregoing requirements apply to each series of PID Bonds issued.

(f) If proceeds from the PID Bonds or Future Improvement Area Bonds are still available after all the Authorized Improvements are accepted by the City or County and Owner has been reimbursed for all unreimbursed Actual Costs incurred in connection therewith, the proceeds may be utilized to finance other Authorized Improvements within the Property as allowed by the PID Act, if approved by the City.

#### **Section 5.02. Project Fund**

The City hereby covenants and agrees that if PID Bonds are issued, the Indenture will establish a Project Fund as a separate fund to be held by the Trustee under the Indenture. The portion of the proceeds of the PID Bonds issued to pay Actual Costs of Authorized Improvements and Bond Issuance Costs shall be deposited upon issuance into separate accounts within the Project Fund, as described in the Indenture.

**Section 5.03.** Denomination, Maturity, Interest, and Security for Bonds

(a) Each series of PID Bonds shall be finally authorized by the City Council and shall be issued in the denominations, mature and be prepaid, bear interest, and be secured by and payable solely from the PID Bond Security, all to be as described and provided in the PID Bond Ordinance or Indenture, as applicable.

(b) The final and adopted versions of the PID Bond Ordinance and the Indenture (and all documents incorporated or approved therein) will contain provisions relating to the withdrawal, application, and uses of the proceeds of the PID Bonds when and as issued and delivered and otherwise contain such terms and provisions as are mutually approved by the City and the Owner.

**Section 5.04.** Sale of PID Bonds.

The PID Bonds, if issued by the City, shall be marketed and sold through negotiated sale to an approved third party(s) by an approved Underwriter with the cooperation and assistance of the Owner in all respects with respect to the preparation of marketing/offering documents, such as preliminary and final official statements or in such other marketing and/or sales method mutually agreed upon by the City and the Owner.

**Section 5.05.** Sale of PID Bonds

Notwithstanding the foregoing, the City may authorize the issuance of the PID Bonds contemporaneously with authorizing the execution of this Agreement. The Authorized Improvements to be constructed and funded in connection with the PID Bonds are more particularly described on attached Exhibit "D".

**Section 5.06.** Phased Issuance of Debt

As previously noted, the proposed bond issuance program is anticipated to entail a series of bond financings that will finance the Authorized Improvements required for the development of the Project. This financing will be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the issuance of the Improvement Area #1 Bonds, Additional Improvement Area #1 Bonds and/or Future Improvement Area Bonds may be issued over the upcoming years as the subsequent phases of the Project are gradually constructed.

The purpose of this gradual issuance of any Additional Improvement Area #1 Bonds and Future Improvement Area Bonds in phases is to mirror the actual private development of the Authorized Improvements. The Additional Improvement Area #1 Bonds and Future Improvement Area Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Additional Improvement Area #1 Bonds and Future Improvement Area Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to

issuing debt and encumbering property within the District prior to the need for the Authorized Improvements.

**Section 5.07. Phased Assessments**

In connection with the issuance of Additional Improvement Area #1 Bonds and Future Improvement Area Bonds and/or execution of related Acquisition and Reimbursement Agreements, the Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within an Improvement Area receives from the specific Authorized Improvements funded with those Improvement Area Bonds issued with respect to that Improvement Area.

It is acknowledged and agreed that one or more of the following types of PID Bonds contemplated to be issued for this Project (Additional Improvement Area #1 Bonds and Future Improvement Area Bonds) may be covered under a new and separate Indenture; however, all of the Assessments pledged for the payment of any PID Bonds will have the same lien priority as the Assessments pledged for the payment of Improvement Area #1 Bonds.

If the total Assessments levied on a particular Parcel within the Project consist of Assessments stemming from two or more different types of PID Bonds and an owner of an Assessed Parcel pays only a portion of the Annual Installment due for such Assessments, then such payment will be allocated pro-rata to the payment of the Annual Installment based on the portions of each Assessment as it relates to the total Assessments. For example, assume that a parcel has Assessments totaling \$20,000, \$12,000 of which is for the Improvement Area #1 Bonds and \$8,000 of which is for an Additional Improvement Area #1 Bond. Further assume that the Annual Installment for such Parcel is \$1,000 which consists of a \$550 annual installment from the Improvement Area #1 Bonds and a \$450 annual installment from the Additional Improvement Area #1 Bonds and an owner of an Assessed Parcel pays \$600, then the \$600 will be allocated as follows:

\$360 (60% of \$600) will go towards the Assessment for the Improvement Area #1 Bonds; and

\$240 (40% of \$600) will go towards the Assessment for the Additional Improvement Area #1 Bonds

**Total:** \$600

Further detail regarding partial payments of the Annual Installments will be contained in the Indenture relating to Additional Improvement Area #1 Bonds and Future Improvement Area Bonds.

**Section 5.08. Acquisition and Reimbursement Agreements**

The costs of some Authorized Improvements will be initially financed through Acquisition and Reimbursement Agreements. As provided in Section 4.03 above, prior to commencing construction of any such Authorized Improvements, the Owner and the City will

enter into an Acquisition and Reimbursement Agreement, which will provide for Assessments that will reimburse the Owner for Actual Costs incurred in connection with those Authorized Improvements until PID Bonds are issued in an amount equal to the outstanding Special Assessments.

**Section 5.09. Future Bonds Tests**

(a) The City has reserved the right to issue Additional Improvement Area #1 Bonds to pay the Improvement Area #1 Reimbursement Obligation, in accordance with the conditions set forth below. Terms used in this Section but not defined herein shall have the meanings assigned to them in the Indenture for the Improvement Area #1 Bonds:

(i) The City Representative shall certify that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in the Indenture;

(ii) The Developer, through an authorized representative, shall certify that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the PID-related terms, provisions and conditions applicable to the Developer contained in the Development Agreement, or in the performance and observance of any provisions and conditions applicable to the Developer contained in this Agreement, any Acquisition and Reimbursement Agreement applicable to Improvement Area # 1, or any continuing disclosure agreement entered into by the Developer relating to PID Bonds, unless any defaults under the foregoing agreement (except for disagreements under any continuing disclosure agreements entered into by the Developer, which shall be cured) are disclosed in a certificate from the Developer to the City, acting by and through its City Council, elects to proceed with the issuance of Additional Improvement Area #1 Bonds regardless of the existence of such default or defaults;

(iii) A certificate or report from the Developer, through an authorized representative, shall certify that (A) certificates of occupancy have been issued for a minimum of thirty-five percent (35%) of the single-family homes to be built within Improvement Area #1; and a certificate or report from an independent certified appraiser or appraisal firm (that may rely on County assessed value figures for the completed homes as to their value) that, assuming completion of the improvements to be financed with the proceeds of the Additional Improvement Area #1 Bonds or with funds withdrawn from the Developer Improvement Account of the Project Fund, as applicable, (B) the appraised value of the property within Improvement Area #1 of the PID is equal to at least four (4) times the principal amount of the Outstanding Bonds Similarly Secured, taking into account the Additional Improvement Area #1 Bonds to be issued, (C) the appraised value allocated to each parcel within Improvement Area #1 is at least three (3) times the portion of the principal amount of any Outstanding Bonds Similarly Secured, taking into account the Additional Improvement Area #1 Bonds to be issued, that is allocated to each such parcel;

(iv) The principal of and interest on the Additional Improvement Area #1 Bonds must be scheduled to be paid or mature on March 1 or September 1, or both, of the years in which each principal or interest are scheduled to be paid or mature;

(v) There shall be deposited to the Reserve Fund an amount equal to the Reserve Fund Requirement taking into account the Outstanding Bonds Similarly Secured, and the Additional Improvement Area #1 Bonds then proposed to be issued;

(vi) The maximum amount of Additional Improvement Area #1 Bonds that may be issued, subject to the approval of the City, in total, is the then outstanding balance of the Improvement Area #1 Reimbursement Obligation; and

(vii) The Developer, through an authorized representative, shall certify that the Developer is in compliance with any further conditions established by the City, its advisors, or the underwriter(s).

(b) The City has reserved the right to issue Future Improvement Area Bonds for any purpose permitted by the Act, and in accordance with the conditions set forth below:

(i) The City Representative shall certify that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in the Indenture;

(ii) The Developer, through an authorized representative, shall certify that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the PID-related terms, provisions and conditions applicable to the Developer contained in the Development Agreement, or in the performance and observance of any provisions and conditions applicable to the Developer contained in this Agreement, any Acquisition and Reimbursement Agreement applicable to Improvement Area # 1, or any continuing disclosure agreement entered into by the Developer relating to PID Bonds, unless any defaults under the foregoing agreement (except for disagreements under any continuing disclosure agreements entered into by the Developer, which shall be cured) are disclosed in a certificate from the Developer to the City, acting by and through its City Council, elects to proceed with the issuance of Future Improvement Area Bonds regardless of the existence of such default or defaults;

(iii) A certificate or report from the Developer, through an authorized representative, shall certify that either (A) seventy-five percent (75%) or less of the Lots within Improvement Area #1 have been sold to end-users, and at least fifty percent (50%) of the Lots within the particular Future Improvement Area for which Authorized Improvements are financed by the Future Improvement Area Bonds are under contract with merchant builders unaffiliated with the Owner; or that (B) more than seventy-five (75%) of the Lots within Improvement Area #1 have been sold to end users, and at least thirty-five percent (35%) of the Lots within the particular Future Improvement Area for which Authorized Improvements are financed by the Future Improvement Area Bonds are under contract with merchant builders unaffiliated with the Owner.

(iv) The ratio of the appraised value of all of the land in the particular Future Improvement Area of the PID, based on an independent appraisal and assuming completion of the improvements within such phase to be financed with the proceeds of the Future Improvement Area Bonds to be issued, to the principal amount of the Future Improvement Area Bonds to be issued must be at least 3.0:1;

(v) Construction contracts for One-hundred percent (100%) of the costs of the Authorized Improvements in such Future Improvement Area to be paid with proceeds of the applicable series of Future Improvement Area Bonds must be executed and ready to proceed, and the construction of each such Authorized Improvement must be no less than seventy-five percent (75%) complete; and

(vi) The Developer, through an authorized representative, shall certify that the Developer is in compliance with any further conditions established by the City, its advisors, or the underwriter(s).

#### **Section 5.10. Non-Bank Qualified Debt**

(a) If in any calendar year (including 2018) the City issues debt obligations that would be qualified tax-exempt obligations but for the issuance of the PID Bonds or other bonds supporting public improvements for non-City owned development projects, including bonds authorized by the Act, then the Owner shall pay to the City a fee (the “**PID Bond Fee**”) to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations, provided that all other developers or owners benefitting from the City issuing debt for non-City owned development projects are similarly burdened with an obligation to compensate the City proportionately based on the original principal amount of such PID Bonds or other City debt supporting public improvements for non-City owned development projects. The City and the Owner shall approve an estimate of the PID Bond Fee for all series of PID Bonds at least 10 business days prior to pricing the first series of PID Bonds. The Owner agrees to pay the approved estimated PID Bond Fee to the City on the later of (1) five business days prior to the closing of any series of PID Bonds or other City-issued debt, or (2) five business days after the City and the Owner approve the estimated PID Bond Fee. The City shall not be required to sell any series of PID Bonds until the Owner has paid the approved estimated PID Bond Fee.

(b) To the extent any developer or owner (including the Owner, as applicable) has paid all or part of a PID Bond Fee estimate for any particular calendar year, any such PID Bond Fee estimate paid subsequently by a developer or owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer or owner (including the Owner, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, such reimbursement to be made by the City within 10 business days after its receipt of such subsequent payments of the estimated PID Bond Fee. The City will deposit all payments of a PID Bond Fee estimate received from a developer or owner (including the Owner, as applicable) into a segregated account until such time as (1) the City transfers funds from the segregated

account to a capital improvement project fund in conjunction with issuing City debt; and/or (2) the City refunds a portion of the estimated PID Bond Fee consistent with the pro rata formula described above within 10 days of issuing the PID Bonds. On or before January 15<sup>th</sup> of the following calendar year, the final PID Bond Fee shall be agreed to by the City and the Owner. By January 31<sup>st</sup> of such year, any funds in excess of the final PID Bond Fee that remain in such segregated account on December 31<sup>st</sup> of the preceding calendar year shall be refunded to the developers or owners (including the Owner as applicable), and any deficiencies in the estimated PID Bond Fee paid to the City by any developer or owner (including the Owner, as applicable) shall be remitted to the City by the respective developer or owner (including the Owner, as applicable).

## **ARTICLE VI. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION**

### **Section 6.01. Representations and Warranties of City**

The City makes the following covenants, representations and warranties for the benefit of the Owner:

(a) The City will deliver a certificate relating to the PID Bonds (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the “**Tax Certificate**”) containing covenants and agreements designed to satisfy the requirements of Sections 103 and 141 through 150, inclusive, of the Texas Tax Code and the income tax regulations issued thereunder relating to the use of the proceeds of the PID Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of Section 148 of the Tax Code (collectively, “**Bond Proceeds**”).

(b) The City is a political subdivision of the State of Texas, incorporated, organized, and existing under the Constitution and general laws of the State, and has full legal right, power and authority under the PID Act and other applicable law (i) to enter into, execute, and deliver this Agreement, (ii) to adopt the Assessment Ordinance, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

### **Section 6.02. Covenants, Representation, and Warranties of Owner**

The Owner makes the following representations, warranties and covenants for the benefit of the City:

(a) The Owner represents and warrants that each Owner entity is organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Owner represents and warrants that the Owner has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been validly executed and delivered on behalf of the Owner.

(c) The Owner represents and warrants that this Agreement is valid and enforceable obligation of the Owner and is enforceable against the Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Owner covenants that once it commences construction of an Authorized Improvement or Segment, it will use its reasonable and diligent efforts to do all things which may be lawfully required of it in order to cause such Authorized Improvement or Segment to be completed in accordance with this Agreement.

(e) The Owner covenants that it will not commit or knowingly permit any act in, upon, or to the Property or the Project in violation of any law, ordinance, rule, regulation, or order of any governmental authority or any covenant, condition, or restriction now or hereafter affecting the Property or the Project.

(f) The Owner represents and warrants that (i) it will not request payment from the City for the acquisition of any Authorized Improvements that are not part of the Project, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to Payment Requests.

(g) For a period of two (2) years after the final Acceptance Date of each applicable Authorized Improvement, the Owner covenants to maintain proper books of record and account for the Authorized Improvements and all costs related thereto. The Owner covenants that such accounting books will be maintained in accordance with sound accounting practices, and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least 72 hours' notice.

(h) The Owner agrees to provide the information required pursuant to the Owner Continuing Disclosure Agreement executed by the Owner in connection with the issuance of the PID Bonds.

(i) The Owner covenants that, in its contracts with builders, it shall require that a builder for an assessed parcel shall distribute informational brochures about the existence and effect of the PID in prospective homebuyer sales packets, if such brochures are prepared and provided by the City. For this section 6.01(i), a builder mean a commercial builder who is in the business of constructing and/or selling residences to individual home buyers.

(j) The Owner covenants to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Owner further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct and complete as of that date, and (ii) the Owner will make reasonable inquires to ensure such truth, correctness and completeness. The Owner covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds that would cause any of the covenants or agreements of the City contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the

interest payable on the PID Bonds for federal income tax purposes.

(k) The Owner agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the Effective Date.

**Section 6.03. Indemnification and Hold Harmless by Owner**

THE OWNER WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES, AND AGENTS (IN THIS SECTION, THE “CITY”) AGAINST AND FROM, AND WILL PAY TO THE CITY, THE AMOUNT OF, ALL ACTIONS, DAMAGES, CLAIMS, LOSSES, OR EXPENSE OF ANY TYPE, WHETHER OR NOT INVOLVING A THIRD-PARTY CLAIM (COLLECTIVELY, “DAMAGES”), ARISING DIRECTLY OR INDIRECTLY, FROM (i) THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER; (ii) THE NEGLIGENT DESIGN, ENGINEERING, OR CONSTRUCTION BY THE OWNER OF ANY AUTHORIZED IMPROVEMENT ACQUIRED BY THE CITY; (iii) THE OWNER’S NONPAYMENT UNDER CONTRACTS WITH THE OWNER FOR ANY AUTHORIZED IMPROVEMENT UNDER THIS AGREEMENT; (iv) ANY CLAIMS AGAINST THE CITY RELATING TO ANY AUTHORIZED IMPROVEMENT ACQUIRED UNDER THIS AGREEMENT; OR (v) ANY THIRD PARTY CLAIMS RELATING TO ANY AUTHORIZED IMPROVEMENT ACQUIRED UNDER THIS AGREEMENT, INCLUDING ANY CLAIM RELATING TO NEGLIGENCE OF THE CITY. THE OWNER WILL DEFEND THE CITY AGAINST ALL SUCH CLAIMS AND THE CITY WILL REASONABLY COOPERATE AND ASSIST IN PROVIDING SUCH DEFENSE. THE CITY WILL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER. THE CITY RESERVES THE RIGHT, BUT IS NOT REQUIRED, TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE AT ITS OWN EXPENSE. THE OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN 10 BUSINESS DAYS OF WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION AND IF THE OWNER DOES NOT DO SO, THE CITY MAY RETAIN ITS OWN DEFENSE COUNSEL AND THE OWNER WILL BE LIABLE FOR ALL REASONABLE SUCH COSTS. THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT INDEFINITELY, SUBJECT TO APPROPRIATE STATUTES OF LIMITATIONS, AS THEY MAY BE TOLLED OR EXTENDED BY AGREEMENT OR OPERATION OF LAW.

**ARTICLE VII. DEFAULT AND REMEDIES**

(a) A Party will be deemed in default under this Agreement (which will be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements, or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement will be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has

commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice (or five (5) days in the case of a monetary default), subject, however, in the case of nonmonetary default, to the terms and provisions of subparagraph (c) below. Upon a breach of this Agreement, the nondefaulting Party in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained (and/or an action for mandamus as and if appropriate). Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Article VII or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party. Notwithstanding any provision contained herein to the contrary, the Owner shall not be required to construct any portion of the Authorized Improvements (or take any other action related to or in furtherance of same) while the City is in default under this Agreement).

(c) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing “force majeure” events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a “force majeure” event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article.

## **ARTICLE VIII. GENERAL PROVISIONS**

### **Section 8.01. Notices.**

Any notice, communication, or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent, and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to City:                      Scott Sellers

City Manager  
City of Kyle  
100 W. Center St.  
Kyle, TX 78640  
Facsimile: (512) 262-3987

With a copy to:

Bickerstaff Heath Delgado Acosta LLP  
Attn: David Méndez  
3711 S. MoPac Expressway  
Building One  
Suite 300  
Austin, Texas 78746  
Facsimile: (512) 320-5638

If to Owner: Blake Magee Co.  
Attn: Blake Magee  
1011 North Lamar Blvd  
Austin, Texas 78703  
Facsimile: (512) 481-0333

With a copy to: Armbrust & Brown, PLLC  
Attn: Sharon Smith  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701  
Facsimile: (512) 435-2360

**Section 8.02.** Fee Arrangement /Administration of District

(a) The Owner agrees that it will pay all of the City's costs and expenses (including the City's third party advisors and consultants) related to the creation and administration of the District, as well as costs and expenses relating to the development and review of the Service and Assessment Plan (including legal fees and financial advisory fees) ("**City PID Costs**"). The Owner and the City will make best efforts to agree to a budget for the City's costs and expenses. Prior to closing of the PID Bonds, the City shall (i) submit to the Owner and the Trustee invoices and other supporting documentation evidencing the City PID Costs and (ii) direct the Trustee to pay these fees, as applicable, to the City or on behalf of the City from proceeds of the PID Bonds. In addition to any City PID Costs pursuant to the preceding sentences, all fees of City legal counsel related to the issuance of the PID Bonds, including fees for the review of the District creation and District administration documentation, the preparation of customary bond documents and the obtaining of Attorney General approval for the PID Bonds, will be paid at closing from proceeds of the PID Bonds. Further, the Owner or agrees that it or the District will be responsible for paying the Administrative Expenses.

(b) The Owner will be solely responsible for the costs associated with the issuance of any Additional Improvement Area #1 Bonds and Future Improvement Area Bonds. The terms of subparagraph (a) above will apply to the Owner in the event that such bonds are issued.

(c) The City may enter into a separate agreement with an Administrator to administer the District after Closing. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts set forth in the Service and Assessment Plan.

### **Section 8.03. Assignment and Other Transfers**

(a) Subject to subparagraph (b) below, Owner may, in its sole and absolute discretion, assign this Agreement with respect to all or part of the Project from time to time so long as the assigned rights and obligations are assumed without modifications to this Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owner will be fully released from any and all obligations under this Agreement and will have no further liability with respect to this Agreement for the part of the Project so assigned.

(b) Any sale of a portion of the Property or assignment of any right hereunder will not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(c) For the purposes of 17 Code of Federal Regulations 240.15c2-12 and municipal securities disclosure, a purchaser of Property, or an assignee under this section 8.03, is an “Obligated Person” to the extent the purchaser or assignee meets the definition of “Obligated Person” in the Owner Continuing Disclosure Agreement.

### **Section 8.04. Term of Agreement**

This Agreement will terminate on the date on which the City and Owner discharge all of their obligations hereunder; provided, that if the Assessments are not levied on or before the date five years after the effective date of the creation of the PID, the City may dissolve the District and the Owner hereby consents to the City taking any and all steps necessary to dissolve the District in accordance with Section 372.011, Texas Local Government Code. This section is a covenant running with the land and is binding on the Owner’s successors and assigns.

### **Section 8.05. Construction of Certain Terms**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply:

- (a) Words importing a gender include either gender.
- (b) Words importing the singular include the plural and vice versa.

(c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.

(d) Any term defined herein by reference to another instrument or document will continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.

(e) A reference to any Party includes, with respect to Owner, and its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.

(f) All references in this Agreement to designated “Articles,” “Sections,” and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to “Exhibits” are to the designated Exhibits to this Agreement.

(g) The words “herein,” “hereof,” “hereto,” “hereby,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.

(h) The words “including” and “includes,” and words of similar import, are deemed to be followed by the phrase “without limitation.”

(i) Unless the context otherwise requires, a reference to the “Property,” the “Authorized Improvements,” or the “District” is deemed to be followed by the phrase “or a portion thereof.”

(j) Every “request,” “order,” “demand,” “direction,” “application,” “appointment,” “notice,” “statement,” “certificate,” “consent,” “approval,” “waiver,” “identification,” or similar action under this Agreement by any Party will, unless the form of such instrument is specifically provided, be in writing signed by an authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party will not apply in the interpretation of this Agreement.

#### **Section 8.06.** Table of Contents; Titles and Headings

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and will not be deemed to affect the meaning, construction, or effect of any of its provisions.

#### **Section 8.07.** Amendments.

This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties.

**Section 8.08. Time**

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

**Section 8.09. Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

**Section 8.10. Entire Agreement**

This Agreement contains the entire agreement of the Parties.

**Section 8.11. Severability; Waiver**

(a) If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

(b) Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

**Section 8.12. Owner as Independent Contractor**

In performing under this Agreement, it is mutually understood that the Owner is acting as an independent contractor, and not an agent of the City.

**Section 8.13. Supplemental Agreements**

Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are included in the Service and Assessment Plan, the Assessment Ordinance, PID Bond Ordinance and Indenture.

**Section 8.14. Audit**

The City Construction Representative or City Finance Director will have the right, during normal business hours and upon the giving of three business days' prior written notice to the Owner, to review all books and records of the Owner pertaining to costs and expenses incurred by the Owner with respect to any of the Authorized Improvements and any bids taken or received for the construction thereof or materials therefor.

**Section 8.15. Exhibits**

The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit A - Definitions
- Exhibits B-1, B-2, and B-3 Property Description for Project
- Exhibit B-4 Improvement Areas
- Exhibit C - Form of Service and Assessment Plan
- Exhibit D - Major Improvements
- Exhibit E - Form of Certification for Payment
- Exhibit F - Improvement Area #1 Improvements
- Exhibit G - Closing Disbursement Request
- Exhibit H - Acquisition and Reimbursement Agreement

[Signature Pages to Follow]

**CITY OF KYLE, TEXAS, a municipal corporation**

By:

Name:

Title:



Travis Mitchell

Mayor

[Signatures Continue on Next Page]

[SIGNATURE PAGE]

**HMBRR DEVELOPMENT, INC.,**  
a Texas corporation

By: 

Name: Blake J. Magee  
Title: President

**HMBRR, LP, a Texas limited partnership**

By: 

Name: Blake J. Magee  
Title: Partner

**HMBRR, LP #2, a Texas limited partnership**

By: 

Name: Blake J. Magee  
Title: Partner

## Exhibit “A”

### DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

“**Acceptance Date**” means, with respect to a Segment, the date that the Actual Cost thereof is paid to the Owner pursuant to the terms hereof.

“**Acquisition and Reimbursement Agreement**” means agreement that obligates the City to reimburse the Owner for Actual Costs of an Authorized Improvement not funded with PID Bonds, secured solely by Assessments to be paid to Owner pursuant to an agreement between the City and the Owner.

“**Actual Costs**” mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of owners and developers of the Property: (1) to plan, finance, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) to acquire easements and other right-of-way; (5) for third-party professional consulting services including, but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (6) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; (7) the City’s cost of reviewing a Certification for Payment; (8) of fees charged by the City or any other political subdivision or governmental authority; and (9) to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the owners or developers. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsections (3), (4), (5), and (8) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

“**Additional Improvement Area #1 Bonds**” means bonds issued to fund Improvement Area #1 Improvements or refund the Improvement Area #1 Reimbursement Obligation, in whole or in part, that are secured by the Improvement Area #1 Assessments.

“**Administrative Expenses**” means the actual or budgeted costs and expenses related to the creation and operation of the PID, the issuance and sale of PID Bonds, and the administration of construction of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records

with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to assessment rolls and annual Service Plan updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this SAP and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel; and (9) administering the construction of the Authorized Improvements. Administrative Expenses collected but not expended in any year shall be carried forward and applied to reduce Administrative Expenses for subsequent years.

**“Administrator”** means the person or independent firm designated by the City Council to perform the duties and obligations of the Administrator in the Service and Assessment Plan. The initial Administrator is PIDWorks, LLC, and Administrator includes any successor designated by the City.

**“Agreement”** has the meaning given in the recitals to this Agreement.

**“Annual Installment”** has the meaning given in the Service and Assessment Plan.

**“Appraisal”** means the Appraisal of Blanco River Ranch dated effective \_\_\_\_\_, prepared by \_\_\_\_\_.

**“Assessed Parcel”** means, for any year, Parcels within the District other than Non-Benefited Property.

**“Assessment Ordinance”** means each ordinance adopted by the City Council levying the Assessments on the Property, as required by Article II of this Agreement.

**“Assessment Revenues”** means money collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Costs (as defined in the Indenture), and (iv) Foreclosure Proceeds (as defined in the Indenture).

**“Assessments”** means the assessments levied against properties in the District, as provided for in the applicable Assessment Ordinance and in the Service and Assessment Plan, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

**“Attorney General”** means the Texas Attorney General’s Office.

**“Authorized Improvements”** means collectively the Major Improvements described in Exhibit “D”, and Improvement Area #1 Improvements described in Exhibit “F”, together with any and all of the improvements which are included in the Service and Assessment Plan as such plan is amended and updated from time to time.

**“Bond Counsel”** means Bickerstaff Heath Delgado Acosta LLP or its successor.

**“Bond Issuance Cost”** means the total of the expenses associated with the sale of PID Bonds, including such items as underwriter’s discount, if any, and financial advisory, bond counsel, other counsel and rating agency fees, printing costs, and other expenses relating to the sale of the PID Bonds.

**“Bond Issuance Request”** means written request made by Owner to the City in good faith as evidenced by Owner’s expenditure of necessary amounts for market studies, financial analysis, legal counsel, and other professional services and due diligence necessary to support the request.

**“Bond Proceeds”** has the meaning given to them in Section 6.01(a) hereof.

**“Certification for Payment”** means the certificate (whether one or more) in substantially the same form as attached Exhibit “E”.

**“City Construction Representative”** means the \_\_\_\_\_ or such other person selected by the City to oversee the construction of the Authorized Improvements on behalf of the City.

**“City Council”** means the governing body of the City.

**“City PID Costs”** shall have the meaning given in Section 8.02 of this Agreement.

**“Closing Disbursement Request”** means the request (whether one or more) in substantially the same form as attached Exhibit “G”.

**“Construction Management Fee”** means 4% of the costs incurred by or on behalf of Owner for the construction of each Segment.

**“Construction Manager”** means initially the Owner, and thereafter subject to change in accordance with Section 3.03 of this Agreement. The City acknowledges and agrees that (i) the Owner intends to subcontract out the duties of Construction Manager to a third party and (ii) Owner’s hiring of the initial subcontractor to serve as the Construction Manager shall not be deemed a change in the Construction Manager pursuant to the terms and conditions of Section 3.03.

**“Cost of Issuance Account”** shall have the meaning given in the Indenture.

**“Debt”** means any bond, note, or other evidence of indebtedness incurred, entered into, or issued by the City related exclusively to the District.

**“Designated Successors and Assigns”** shall mean (i) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 8.03 related to all or a portion of the Property, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner’s assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

“**District**” has the meaning given in the recitals to this Agreement.

“**Effective Date**” has the meaning given in this Agreement.

“**Future Bonds Test**” means the additional investment and underwriting criteria which must be met prior to the issuance of PID Bonds (other than the PID Bonds that are being issued concurrently herewith) which are more particularly described in an Indenture.

“**Future Improvement Area Bonds**” means bonds issued to fund Authorized Improvements (or a portion thereof) in a Future Improvement Area. In connection with the Future Improvement Area Bonds, Assessments will be levied only on Parcels located within the Future Improvement Area in question.

“**Future Improvement Areas**” means the property within the District, excluding Improvement Area #1, as depicted on the map on Exhibit B-4 consisting of approximately \_\_\_\_\_ acres within the District. Future Improvement Areas may be developed in phases after Improvement Area #1, as generally depicted in Exhibit B-4. The Future Improvement Areas are subject to adjustment and are shown for example only.

“**Improvement Area #1**” means the initial area to be developed within the PID, consisting of approximately \_\_\_ acres within the District and as specifically described in Exhibit B and as depicted in Exhibit B-4.

“**Improvement Area #1 Bonds**” means the “City of Kyle, Texas, Assessment Revenue Bonds, Series 2018 (Blanco River Ranch Public Improvement District Improvement Area #1 Project)” that are secured by actual revenues received by or on behalf of the City from the collection of Assessments levied against Improvement Area #1 Assessed Property, or the Annual Installments thereof, for the Improvement Area #1 Improvements.

“**Improvement Area #1 Improvements**” means (i) the pro rata portion of the Major Improvements that benefit the entire District, allocable to Improvement Area #1, and (ii) the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property and are described in Section III.A. of the Service and Assessment Plan, and which are to be financed with Improvement Area #1 Bonds.

“**Improvement Area #1 Reimbursement Obligation**” means the \$3,710,000 secured by Improvement Area #1 Assessed Property to be paid to Owner pursuant to the “Blanco River Ranch Public Improvement District Improvement Area #1 Acquisition and Reimbursement Agreement” with an effective date of \_\_\_\_\_.

“**Indenture**” means the applicable Indenture of Trust between the City and a trustee relating to the issuance of a series of PID Bonds for financing costs of Authorized Improvements, as it may be amended from time to time.

“**Initial Owner Expended Funds**” has the meaning given in Section 4.02(g) of this Agreement.

**“Initial Reimbursement Payment”** has the meaning given in Section 4.02(g) of this Agreement.

**“Interest”** mean the interest rate charged for the PID Bonds or Acquisition and Reimbursement Agreement or such other interest rate as may be required by applicable law.

**“Issue Date”** means the date of the initial delivery of any of the PID Bonds.

**“Major Improvements”** means both onsite and offsite Authorized Improvements which benefit Improvement Area #1 as well as Future Improvement Areas, and as further described in attached Exhibit F.

**“Nonbenefited Property”** means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements, including Owners Association Property, Public Property.

**“Notice”** means any notice, writing, or other communication given under this Agreement.

**“Owner”** has the meaning given in the recitals to this Agreement.

**“Owners Association”** means a homeowner’s association or property owner’s association.

**“Owners Association Property”** means property within the boundaries of the District that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, an Owner’s Association established for the benefit of a group of homeowners or property owners within the District.

**“Owner Continuing Disclosure Agreement”** shall have the meaning given in the Indenture or any purchase agreement relating to the sale of the PID Bonds.

**“Owner Expended Funds”** has the meaning given in Section 4.03(c).

**“Parcel”** means a property identified by either a tax map identification number assigned by the Hays Central Appraisal District for real property tax purpose, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Hays County, or by any other means determined by the City.

**“Party”** means the Owner or the City, as parties to this Agreement, and **“Parties”** means collectively, the Owner and the City.

**“Payment Request”** means the Certification for Payment.

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

**“PID Bond Ordinance”** means and refers to the ordinance(s) of the City Council that will authorize and approve the issuance and sale of the PID Bonds and provide for their security

and payment, either under the terms of the bond ordinance or a trust indenture related to the PID Bonds.

**“PID Bond Security”** means the funds that are to be pledged in or pursuant to the PID Bond Ordinance or the Indenture to the payment of the debt service requirements on the PID Bonds, consisting of the Assessments, including earnings and income derived from the investment or deposit of Assessments in the special funds or accounts created and established for the payment and security of the PID Bonds, unless such earnings are required to be deposited into a rebate fund for payment to the federal government.

**“PID Bonds”** means the bonds to be issued by the City, in one or more series, to finance the Authorized Improvements that confer special benefit on the Property, which may include funds for any required reserves and amounts necessary to pay the PID Bond Issuance Costs, and to be secured by a pledge of the Assessments pursuant to the authority granted in the PID Act, for the purposes of (i) financing the costs of Authorized Improvements and related costs, and (ii) reimbursement for Actual Costs paid prior to the issuance of and payment for the PID Bonds. This term is used to collectively refer to the Improvement Area #1 Bonds and the Future Improvement Area Bonds throughout this SAP.

**“Pledged Revenue Fund”** means the separate and unique fund established by the City under such name pursuant to the Indenture wherein the Assessment Revenues are deposited.

**“Prepayment”** means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

**“Project”** has the meaning given in the recitals to this Agreement.

**“Project Costs”** means the total of all Actual Costs.

**“Project Engineer”** means the civil engineer or firm of civil engineers selected by the Owner to perform the duties set forth herein, which is currently Kimley-Horn and Associates.

**“Project Fund”** means the separate and unique fund established by the City under such name pursuant to the Indenture as described in Section 5.02 hereof.

**“Property”** has the meaning given in the recitals to this Agreement.

**“Public Property”** means property, real property, right of way, and easements located within the boundaries of the District owned by or irrevocably offered for dedication to the federal government, the State, the County, the City, a school district, a public utility provider, or any other political subdivision or public agency, whether in fee simple, through an easement, or by plat.

**“Regulatory Requirements”** means the requirements and provisions of any state or federal law, and any permits, rules, orders or regulations issued or adopted from time to time by

any regulatory authority, state, federal or other, having jurisdiction over the Authorized Improvements, as adjusted by the Development Agreement.

**“Reimbursement Payment”** has the meaning given in Section 4.03(c).

**“SAP Consultant”** means PIDWorks, LLC.

**“Segment” or “Segments”** means the discrete portions of the Authorized Improvements identified as such.

**“Service and Assessment Plan”** means the Blanco River Ranch Public Improvement District Service and Assessment Plan (as such plan is amended and updated from time to time), to be initially adopted by the City Council in the Assessment Ordinance for the purpose of assessing allocated costs against property located within the boundaries of the District having terms, provisions, and findings approved and agreed to by the Owner, as required by Article II of this Agreement.

**“Subdivision Ordinance”** means the Hays County Subdivision and Development Regulations in effect as of the Effective Date.

**“Tax Certificate”** shall have the meaning given in Section 6.01(a) hereof.

**“Tax Code”** means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

**“Transfer”** shall have the meaning given in Section 2.05(b) hereof.

**“Transferee”** shall have the meaning given in Section 2.05(b) hereof.

**“Trustee”** means the trustee (or successor trustee) under an Indenture.

**“Underwriter”** means \_\_\_\_\_, or its successor.

**“Unpaid Balance”** shall have the meaning given in the applicable Acquisition and Reimbursement Agreement.

**Exhibits “B-1”**

**PROPERTY DESCRIPTION FOR PROJECT**

**Exhibit “B-4”**

IMPROVEMENT AREAS

**Exhibit “C”**

FORM OF SERVICE AND ASSESSMENT PLAN

[See Attached]

**Exhibit “D”**

**MAJOR IMPROVEMENTS**

<b><u>Major Improvements</u></b>	<b><u>Dedicated to City or County</u></b>	<b><u>Estimated Cost</u></b>

EXHIBIT "E"  
FORM OF CERTIFICATION FOR PAYMENT  
(Blanco River Ranch)

\_\_\_\_\_ (“**Construction Manager**”) hereby requests payment for the Actual Cost of the work (the “Draw Actual Costs”) described in attached Attachment A. Capitalized undefined terms shall have the meanings ascribed thereto in the Blanco River Ranch Public Improvement District Financing Agreement between HMBRR Development, Inc., and HMBRR, L.P. (the “**Owner**”), and the City of Kyle, Texas (the “**City**”), dated as of \_\_\_\_\_ (the “**Finance Agreement**”). In connection with this Certification for Payment, the undersigned, in his or her capacity as the \_\_\_\_\_ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is an authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.
2. The true and correct Draw Actual Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.
3. Attached as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.
4. Attached as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Draw Actual Costs for which payment is requested.

[Signature Page Follows]

SIGNATURE PAGE TO  
FORM OF CERTIFICATION FOR PAYMENT

Date : \_\_\_\_\_

[Construction Manager Signature Block to be  
added]

APPROVAL BY THE CITY

The Draw Actual Costs of each Segment described in Attachment A have been reviewed, verified, and approved by the City Construction Representative. Payment of the Draw Actual Costs of each such Segment is hereby approved.

Date: \_\_\_\_\_

**CITY OF KYLE, TEXAS**

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

ATTACHMENT A TO CERTIFICATION OF PAYMENT

Segment

Description of Work Completed  
under this Certification for Payment

Draw Actual Costs

ATTACHMENT B TO CERTIFICATION OF PAYMENT

[attached – bills paid affidavit]

ATTACHMENT C TO CERTIFICATION OF PAYMENT

[attached – receipts]

**Exhibit ‘F’**

IMPROVEMENT AREA #1 IMPROVEMENTS

[To be provided prior to prior to or simultaneously with issuance of Improvement Area #1 Bonds.]

**Exhibit “G”**

**FORM OF CLOSING DISBURSEMENT REQUEST**

The undersigned is a lawfully authorized representative for HMBRR Development, Inc., and HMBRR, L.P. (the “**Owner**”), and requests payment from the Costs of Issuance Account of the Project Fund (as defined in the Blanco River Ranch Public Improvement District Financing Agreement) from \_\_\_\_\_ (the “**Trustee**”) in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) to be transferred from the Cost of Issuance Account of the Project Fund upon the delivery of the [\_\_\_\_\_ Bonds] for costs incurred in the establishment, administration, and operation of the Blanco River Ranch Public Improvement District (the “**District**”), as follows.

In connection to the above referenced payment, the Owner represents and warrants to the City as follows:

1. The undersigned is an authorized officer of the Owner, is qualified to execute this Closing Disbursement Request on behalf of the Owner, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Owner with the establishment of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan. The itemized costs are as follows:

*[insert itemized list of costs here]*

TOTAL REQUESTED: \$\_\_\_\_\_

4. The Owner is in compliance with the terms and provisions of the Blanco River Ranch Public Improvement District Financing Agreement, the Indenture and the Service and Assessment Plan.

5. All conditions set forth in the Indenture and [the Acquisition and Reimbursement Agreement for \_\_\_\_\_] for the payment hereby requested have been satisfied.

6. The Owner agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete its review.

**Payments requested hereunder shall be made as directed below:**

[Information regarding Payee, amount, and deposit instructions]

I hereby declare that the above representations and warranties are true and correct.

By:

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

Name: \_\_\_\_\_

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

**APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include the payments in the City Certificate submitted to the Trustee directing payments to be made from Cost of Issuance Account upon delivery of the Bonds.

**CITY OF KYLE, TEXAS**

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

**Exhibit “H”**

ACQUISITION AND REIMBURSEMENT AGREEMENT

[See Attached]

**BLANCO RIVER RANCH PUBLIC IMPROVEMENT DISTRICT  
ACQUISITION AND REIMBURSEMENT AGREEMENT**

This Blanco River Ranch Public Improvement District Acquisition and Reimbursement Agreement (this “Agreement”) is executed between HMBRR Development, Inc., a Texas corporation, HMBRR, LP, a Texas limited partnership, and HMBRR, LP #2, a Texas limited partnership (including their designated successors and assigns, the “Owner”) and the City of Kyle, Texas (the “City”) to be effective \_\_\_\_\_, 20\_\_ (collectively, the “Parties”).

**RECITALS**

WHEREAS, on June 6, 2017, the Kyle City Council (the “City Council”) passed and approved a resolution (the “Creation Resolution”) authorizing the creation of the Blanco River Ranch Public Improvement District (the “PID” or “District”) covering approximately 858.7 acres of land described by a map thereof in the Creation Resolution (the “District Property”); and

WHEREAS, on \_\_\_\_\_, 2017, the City Council approved the Blanco River Ranch Public Improvement District Financing Agreement by and between the Owner and City (the “PID Financing Agreement”);

WHEREAS, the purpose of the District is to finance certain improvements authorized by Chapter 372, Texas Local Government Code (the “Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, Assessments have been levied against the Assessed Property within the District for the construction of the Authorized Improvements in accordance with the Blanco River Ranch Public Improvement District Service and Assessment Plan (as the same may be amended or updated from time to time, the “SAP”) which was originally approved by the City Council on \_\_\_\_\_, 2018; and

WHEREAS, the SAP recommended an assessment be levied against the District Property in the amount of \$\_\_\_\_\_ (the “Assessment”); and

WHEREAS, the SAP recommended that each of the lots within District Property be assessed \$\_\_\_\_\_; and

WHEREAS, the PID Financing Agreement between the Owner and the City states that certain Authorized Improvements are intended to be constructed pursuant to one or more Acquisition and Reimbursement Agreements and paid for by the Owner prior to the issuance of PID Bonds intended to fund such Authorized Improvements and that the funding of such improvements will be governed by the applicable Acquisition and Reimbursement Agreement and Article IV of the PID Financing Agreement; and

WHEREAS, Owner is ready to commence the design and/or construction of the Authorized Improvements (herein so called) which are more particularly described in the SAP and on the attached Exhibit A; and

WHEREAS, all revenue received and collected by the City from the Assessment (excluding any reasonable collection and/or administrative costs, the "Assessment Revenue") shall be deposited into an account held by the City that is segregated from all other funds of the City and used solely for the purposes set forth herein (the "Assessment Reimbursement Fund"); and

WHEREAS, the Parties intend that the Repayment Amount (defined below) shall be reimbursed to Owner from (i) the Assessment Reimbursement Fund, and/or (ii) the net proceeds of PID Bonds issued by the City and secured by the Project Fund; and

WHEREAS, capitalized terms not defined herein shall have the meaning ascribed to them in the PID Financing Agreement.

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals in the "WHEREAS" clauses of this Agreement are true and correct, and are incorporated as part of this Agreement for all purposes.
2. Assessment Reimbursement Fund.
  - (a) When PID Bonds are issued, the City shall bill, collect, and deposit into the Pledged Revenue Fund of the Indenture all Assessment Revenue constituting "pledged revenues" as defined in the Indenture.
  - (b) When PID Bonds have been defeased, the City shall bill, collect, and immediately deposit the Assessments collected into an Assessment Reimbursement Fund (excluding Administrative Expenses and Delinquent Collection Costs). Funds in the Assessment Reimbursement Fund shall only be used to pay Costs of the Authorized Improvements in accordance with this Agreement.
3. Repayment Amount. Subject to the terms, conditions, and requirements contained herein, the City agrees to reimburse the Owner, and the Owner shall be entitled to receive from the City, the amount equal to the Actual Cost of the Authorized Improvements (the "Repayment Amount") plus interest on the unpaid balance in accordance with the terms of this Agreement until \_\_\_\_\_, 20\_\_\_\_ (the "Maturity Date"); provided, however, the Repayment Amount shall not exceed \$\_\_\_\_\_. The Repayment Amount shall be payable to the Owner solely from: (i) the Assessment Revenues deposited in the Assessment Reimbursement Fund; (ii) the net proceeds (after payment of costs of issuance) of PID Bonds issued by the City and secured by the Assessment Revenues; or (iii) a combination of items (i) and (ii). The Repayment Amount is authorized by the Act, was approved by the City Council, and represents the total costs to be assessed against the Assessed Property for the Authorized Improvements which, upon completion, will be dedicated in fee and accepted by the City or County, pursuant to the terms of the PID Financing Agreement. The unpaid

Repayment Amount shall bear simple interest per annum at the rate of (x) \_\_\_\_ % for years one through five and (y) \_\_\_\_% for years six through the Maturity Date or until PID Bonds are sold, whichever is earlier. If any portion of the Repayment Amount remains unpaid after the City has elected to sell PID Bonds, the interest rate paid to the Owner shall be the same as the interest rate on the PID Bonds; however, such rate shall not exceed \_\_\_\_%. The interest rate has been approved by the City Council and complies with the Act.

4. Unpaid Balance. The Repayment Amount, plus interest as described above (collectively, the “Unpaid Balance”), is payable to the Owner and secured under this Agreement solely as described herein. No other City funds, revenue, taxes, income, or property shall be used even if the Unpaid Balance is not paid in full at the Maturity Date. The City acknowledges and agrees that until the Unpaid Balance is paid in full, the obligation of the City to use the Assessment Reimbursement Fund to pay the Unpaid Balance to Owner is absolute and unconditional and that the City does not have, and will not assert, any defenses to such obligation.
5. City Collection Efforts. The City will use all reasonable efforts to receive and collect Assessment Revenue concurrently with the collection of City ad valorem taxes (including the foreclosure of liens resulting from the nonpayment of the Assessments, or other charges due and owing under the SAP), and upon receipt and collection, immediately deposit the same into the Assessment Reimbursement Fund. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessments, such failure and inability shall not constitute default by the City under this Agreement. This Agreement and/or any of the PID Bonds shall never give rise to or create:
  - (a) a charge against the general credit or taxing powers of the City or any other taxing unit;  
or
  - (b) a debt or other obligation of the City payable from any source of revenue, taxes, income, or properties of the City other than from the Assessments or from the net proceeds of the PID Bonds.
6. Process for Payment from the Assessment Reimbursement Fund. After completion of design or construction of the Authorized Improvements, Owner may submit (but not more frequently than monthly) to the City a written request for payment from the Assessment Reimbursement Fund in the form attached hereto as Schedule 1 (each a “Payment Request”) to disburse all or a portion of the Assessment Reimbursement Fund to pay for the cost of constructing the Authorized Improvements. Each Payment Request shall designate the Authorized Improvements (or portion thereof) to which the Payment Request pertains. This process will continue until the Unpaid Balance is paid in full, whether through the issuance of PID Bonds or not.
7. Issuance of PID Bonds. The City intends to issue PID Bonds to reimburse the Developer for the Unpaid Balance. If the PID Bonds are not sufficient to fully reimburse the Developer for the Unpaid Balance, then, in addition to receiving the net proceeds of the PID Bonds, the Owner may continue to receive the Periodic Repayment Amounts from eligible accounts and

funds established in the Indenture.. Furthermore, if the Owner has still not received the entire Unpaid Balance after the foregoing actions, then, the City intends to issue Additional PID Bonds to reimburse Owner for the Unpaid Balance. In the case where net proceeds of the PID Bonds do not cover the entire Unpaid Balance, then PID Bonds Assessment Revenues shall first be used to service the PID Bonds and then to reimburse Owner for the Unpaid Balance in accordance with the Indenture. The Parties acknowledge that the approval of the issuance of any PID Bonds by the City Council is a governmental function within the City Council's sole discretion.

8. Termination. Once all payments paid to the Owner under this Agreement (including net proceeds of PID Bonds) equal the Unpaid Balance, this Agreement shall terminate; provided, however that if on the Maturity Date, after application of the net proceeds of any PID Bonds, any portion of the Unpaid Balance remains unpaid, such Unpaid Balance shall be canceled and for all purposes of this Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL; if any Assessment Revenue remains due and payable and are uncollected on the Maturity Date, such Assessment Revenue, when, as, and if collected after the Maturity Date, shall be applied to any amounts due in connection with outstanding PID Bonds, and then paid to the Owner and applied to the Unpaid Balance in accordance with the Indenture.
9. Nonrecourse Obligation. The obligations of the City under this Agreement are nonrecourse and payable only from (i) Assessments, or (ii) net proceeds of PID Bonds; such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its employees shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Agreement or their acts or omission under this Agreement.
10. No Defense. Following the City's inspection and approval of the Authorized Improvements, there will be no conditions or defenses to the obligation of the City to use the proceeds of any PID Bonds to pay the Unpaid Balance and to pledge the Assessment Revenues as security for such bonds, other than the City's right to pay costs of issuance of such bonds, costs of collection and administration, and/or other costs incurred by the City relating to the Authorized Improvements. As applicable, the City agrees to transfer such portion of the Assessment Revenues to the Trustee under the Indenture.
11. No Waiver. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Agreement against any person or entity involved in the design, construction, or installation of the Authorized Improvements.
12. Amendment for Additional PID Bonds. If Additional PID Bonds are issued in the future, the Owner and City agree to amend this Agreement (if required or reasonably necessary) to adjust defined terms and/or other applicable provisions.

13. Governing Law Venue. This Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of a dispute involving this Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Hays County, Texas.

14. Notice. Any notice required or contemplated by this Agreement shall be deemed given at the addresses shown below: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 24 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

If to City: Scott Sellers  
City Manager  
City of Kyle  
100 W. Center St.  
Kyle, Texas 78640  
Facsimile: (512) \_\_\_\_\_

If to Owner: Blake Magee  
1011 North Lamar Blvd.  
Austin, Texas 78703  
Facsimile: (512) 481-0333

With a copy to: Armbrust & Brown, PLLC  
Attn: Sharon Smith  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701  
Facsimile: (512) 435-2360

15. Invalid Provisions. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Agreement shall remain in full force and effect.

16. Exclusive Rights of Owner. Owner’s right, title and interest into the payments of Repayment Amounts, as described herein, shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its Unpaid Balance to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Subject to the terms of Section 17 hereof, Owner has the right to collaterally convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owner’s right, title, or interest under this Agreement including, but not limited to, any right, title or interest regarding receipt of payments of Owner in and to payment of its Unpaid Balance (a “Transfer,” and the person or

entity to whom the transfer is made, a “Transferee”). Further, any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer. No Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer.

17. Assignment.

- (a) Subject to subparagraph (b) below, Owner may, in its sole and absolute discretion, assign this Agreement with respect to all or part of the Property from time to time to any third party. Owner shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement for the part of the Project so assigned. The City, may, in its discretion, determine that an assignee is an “Obligated Person,” for the purposes of compliance with 17 C.F.R. § 240.15c2-12 (f)(10). For the purposes of 17 Code of Federal Regulations 240.15c2-12 and municipal securities disclosure, an assignee under this section 17(a) is an “Obligated Person” to the extent the assignee meets the definition of “Obligated Person” in the Owner Continuing Disclosure Agreement.
- (b) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.
- (c) “Designated Successors and Assigns” shall mean (i) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 16; (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner’s assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

18. Right to Designate Right to Receive Payments. The Owners, in its sole discretion, may designate, by written notice to the City, which party comprising the Owner will receive payments under this Agreement, and if payments are to be allocated between more than one such Owner, what percentage or amount is payable to each such Owner party.

19. Failure; Default; Remedies.

- (a) If either Party fails to perform an obligation imposed on such Party by this Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” Upon the occurrence of a Failure by a nonperforming Party, the other Party shall notify the nonperforming Party in writing specifying in reasonable detail the nature of the Failure.

The nonperforming Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the nonperforming Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period (not to exceed 90 days) so long as the nonperforming Party is diligently pursuing a cure.

- (b) If the Owner is in Default, the City's sole and exclusive remedy shall be to seek specific enforcement of this Agreement. No Default by the Owner, however, shall: (1) affect the obligations of the City to use the net proceeds of the PID Bonds as provided in Sections 6 and 7 of this Agreement; or (2) entitle the City to terminate this Agreement. In addition to specific enforcement, the City shall be entitled to attorney's fees, court costs, and other costs of the City to obtain specific enforcement.
- (c) If the City is in Default, the Owner's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Agreement.

20. Miscellaneous.

- (a) The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.
- (b) The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Agreement.
- (c) Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Owner any rights, remedies, or claims under or by reason of this Agreement, and all covenants, conditions, promises, and agreements in this Agreement shall be for the sole and exclusive benefit of the City and the Owner.
- (d) This Agreement may be amended only by written agreement of the Parties.
- (e) This Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of \_\_\_\_\_, 20\_\_, to be effective as of the date written on the first page of this Agreement.

**CITY OF KYLE, TEXAS**

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

[Signatures Continue on Next Page]

**HMBRR DEVELOPMENT, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
Blake J. Magee, President

**HMBRR, LP,** a Texas limited partnership

By: Hanna Magee GP #1, Inc., a Texas  
corporation, its General Partner

By: \_\_\_\_\_  
Blake J. Magee, President

**HMBRR, LP #2,** a Texas limited partnership

By: Hanna Magee GP #1, Inc., a Texas  
corporation, its General Partner

By: \_\_\_\_\_  
Blake J. Magee, President

Exhibit A

Authorized Improvements

**Schedule 1**

Form of Payment Request

[Insert example from Financing Agreement]

**FIRST AMENDMENT TO  
THE 6 CREEKS PUBLIC IMPROVEMENT DISTRICT  
FINANCING AGREEMENT**

This First Amendment to the 6 Creeks Public Improvement District Financing Agreement (the “*Amendment*”) is made, entered into and effective as of April 16, 2019 (the “*Amendment Effective Date*”) by the City of Kyle, a Texas home-rule municipal corporation (the “*City*”) and HMBRR Development, Inc., a Texas corporation, HMBRR, L.P., a Texas limited partnership, and HMBRR, LP #2, a Texas limited partnership (collectively the “*Owner*”). The City and the Owner are herein referred to together as the “*Parties*.”

**Recitals:**

**WHEREAS**, the City entered into that certain Blanco River Ranch Public Improvement District Financing Agreement with the Owner, dated effective as of July 18, 2017 (the “*Financing Agreement*”); and

**WHEREAS**, on September 18, 2018, the City Council approved the renaming of the District from Blanco River Ranch Public Improvement District to the 6 Creeks Public Improvement District and adopted Resolution No. 1118; and

**WHEREAS**, this City Council intends to issue City of Kyle, Texas Special Assessment Revenue Bonds, Series 2019 (6 Creeks Public Improvement District Improvement Area #1 Project) to fund, among other things, the Improvement Area #1 Projects described in the District’s service and assessment plan (the “*Series 2019 Bonds*”); and

**WHEREAS**, an Indenture of Trust by and between the City and UMB Bank, N.A., as Trustee, will be executed at the time the Series 2019 Bonds are authorized (the “*Indenture*”); and

**WHEREAS**, Section 13.2 of the Indenture lists the parameters for the issuance of Additional Improvement Area #1 Bonds and Refunding Bonds; and

**WHEREAS**, the Parties desire to replace Section 5.09 of the Financing Agreement in its entirety to conform the parameters for the issuance of Additional Improvement Area #1 Bonds and Refunding Bonds as stated in the Financing Agreement to Section 13.2(c) of the Indenture; and

**WHEREAS**, the Parties desire to add provisions to the Financing Agreement to address the ownership, operation, and maintenance of detention ponds in the District by amending Section 4.01(c);

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereto agree as follows:

## ARTICLE I. RECITALS; DEFINITIONS

**Section 1.01. Recitals.** The foregoing recitals are incorporated herein and made a part of this Amendment for all purposes.

**Section 1.02. Definitions.** Words and phrases used in this Amendment shall, if defined in the Financing Agreement and not specifically modified by this Amendment, shall have the definition and meaning as provided in the Financing Agreement.

## ARTICLE II. AMENDMENTS

**Section 2.01.** Section 5.09 of the Financing Agreement is hereby removed in its entirety and replaced with the following:

**5.09. Additional Obligations or Other Liens; Additional Parity Bonds.**

(a) For this Section 5.09, the following terms, which will also be defined in the Indenture of Trust by and between the City and UMB Bank, N.A., as Trustee, securing the City of Kyle, Texas Special Assessment Revenue Bonds, Series 2019 (6 Creeks Public Improvement District Improvement Area #1 Project) (the "Series 2019 Indenture") shall have the meanings specified below. To the extent that there is any conflict between any definition as stated in this Section 5.09(a) and the Series 2019 Indenture, the applicable definition as stated in the Series 2019 Indenture shall control.

*"2019 Amended and Restated Service and Assessment Plan"* means the Service and Assessment Plan, as amended and restated by the Amended and Restated Service and Assessment Plan passed and approved by City Council on the date that it approved the issuance and sale of the PID Bonds, as same may be further amended, updated, supplemented or otherwise modified from time to time.

*"Additional Improvement Area #1 Bonds"* means Bonds issued to fund Improvement Area #1 Projects or refund the Improvement Area #1 Reimbursement Obligation, in whole or in part, that are secured by the Assessments.

*"Additional Obligations"* means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary note or time warrant secured in whole or in part by an assessment, other than the Assessments securing the Bonds and the Improvement Area #1 Reimbursement Obligation, levied against property within the District in accordance with the PID Act.

*"Annual Debt Service"* means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

*“Assessed Property”* means for any year, any Parcel within Improvement Area #1 of the District against which an Assessment is levied, other than Non-Benefited Property.

*“Assessment Roll”* means the Assessment Roll for the Assessed Properties within Improvement Area #1 of the District, included in the 2019 Amended and Restated Service and Assessment Plan as Exhibit F, or any other Assessment Roll in an amendment or supplement to the 2019 Amended and Restated Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessments, as updated, modified or amended from time to time in accordance with the procedures set forth in the 2019 Amended and Restated Service and Assessment Plan and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update

*“Assessments”* mean the aggregate assessments shown on the Assessment Roll. The singular of such term means the assessment levied against an Assessed Property, as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Property or reduction according to the provisions of the 2019 Amended and Restated Service and Assessment Plan and the PID Act.

*“Bonds”* or *“Bond”* means all bonds or any bond authorized by a bond ordinance to finance one or more Authorized Improvements.

*“Bond Year”* means the one-year period beginning and ending on the dates specified in the applicable indenture of trust.

*“City Representative”* means the City Manager and/or any official or agent of the City authorized by the City Council to undertake the action referenced herein.

*“Closing Date”* means the date of the initial delivery of and payment for the applicable Series of Bonds.

*“Improvement Area #1 Reimbursement Obligation”* means an amount not to exceed \$4,420,000 secured, on a subordinate basis to the PID Bonds, by the Assessments levied against Assessed Properties to be paid to the Landowner to reimburse the Landowner for advancing Actual Costs of the Improvement Area #1 Projects, pursuant to the Acquisition and Reimbursement Agreement.

*“Landowner”* means HMBRR Development, Inc., a Texas corporation, HMBRR, L.P., a Texas limited partnership, and HMBRR, LP #2, a Texas limited partnership, collectively.

*“Maximum Annual Debt Service”* means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

*“Non-Benefited Property”* means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements.

*“Outstanding”* means, as of any particular date when used with reference to one or several of the Bonds, all such Bonds except (i) any Bond that has been canceled by the Trustee for the

indenture of trust for the designated Series of Bonds (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in the applicable indenture of trust,, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to the terms of the applicable indenture of trust.

*“Refunding Bonds”* means Bonds secured by a parity lien, with the Outstanding Bonds, on the trust estate as created for and under indenture of trust for such Outstanding Bonds.

*“Reserve Account Requirement”* means the sum of the Series 2019 Reserve Account Requirement, as specified in the indenture of trust for the PID Bonds plus the additional amounts, if any, required to be deposited to the Reserve Account, as created under the indenture of Trust for the PID Bonds, pursuant to each Supplemental Indenture authorizing the issuance of a Series of Bonds.

*“Series”* means any designated series of Bonds issued to finance Authorized Improvements.

*“Sinking Fund Installment”* means the amount of money to redeem or pay at maturity the principal of the PID Bonds payable from such installments at the times and in the amounts provided in indenture of trust for the PID Bonds.

*“Supplemental Indenture”* means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements the indenture for the PID Bonds.

*“Trustee”* means the entity designated as Trustee for the indenture of trust for the designated Bonds.

(b) The City reserves the right to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues.

(c) Other than the Additional Improvement Area #1 Bonds (issued in accordance with subsection (d) below) and Refunding Bonds issued to refund all or a portion of the Bonds, the City will not create or voluntarily permit to be created any debt, lien, or charge on any portion of the Trust Estate, and will not cause or allow any matter or things whereby the lien of this Series 2019 Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Series 2019 Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

(d) The City reserves the right, but shall be under no obligation, to issue Additional Improvement Area #1 Bonds, to finance the Actual Costs of the Improvement Area #1 Projects, including payment of the Improvement Area #1 Reimbursement Obligation, and in accordance with the conditions set forth below:

(i) The City Representative shall provide the Trustee a certificate certifying that (A) the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in this Series 2019 Indenture and (B) the Landowner is not delinquent with respect to fees or any other funds or commitments to be paid to the City in accordance with the Development Agreement or Financing Agreement;

(ii) The Landowner shall provide the Trustee, through an authorized representative, a certificate certifying that the Landowner is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Landowner contained in the Financing Agreement, the Acquisition and Reimbursement Agreement, or the Development Agreement;

(iii) The Administrator shall provide the Trustee a certificate certifying that the Landowner is not delinquent with respect to the payment of Assessments or any ad valorem taxes (other than any ad valorem taxes being contested in good faith);

(iv) The City and the Trustee shall receive a certificate or report from an independent certified appraiser, appraisal firm, or financial consultant, assuming completion of the Improvement Area #1 Projects, demonstrating that the ratio of the aggregate appraised value of all Assessed Properties within Improvement Area #1 to the aggregate principal amount of the Outstanding Bonds and the Additional Improvement Area #1 Bonds to be issued (the "Value to Lien Ratio") is at least 5:1. In calculating the Value to Lien Ratio, the independent certified appraiser, appraisal firm or financial consultant may rely on builder contracts, a certificate from the Administrator identifying lots for which home construction has commenced or the Hays County Tax Assessor/Collector's estimated assessed valuation for completed homes (home and lot assessed valuation) and estimated lot valuation for lots on which homes are under construction;

(v) The Landowner shall provide the City and the Trustee a certificate, through an authorized representative, certifying that no less than 162 single-family lots located within Improvement Area #1 (A) contain completed single-family homes or (B) have been issued a construction permit by the City;

(vi) The principal (including sinking fund installments) of the Additional Improvement Area #1 Bonds must be scheduled to mature on September 1 of the years in which principal is scheduled to mature;

(vii) The interest on the Additional Improvement Area #1 Bonds must be scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid;

(viii) The Reserve Account Requirement shall be increased by an amount equal to no less than 25% of the Maximum Annual Debt Service on the proposed Additional Improvement Area #1 Bonds to be issued as of the Closing Date therefor and such amount shall be deposited as of the same;

(ix) The issuance of such Additional Improvement Area #1 Bonds shall not cause the amount of the Annual Installments to be collected in any year after the issuance of such Additional Improvement Area #1 Bonds to exceed the amount of the Annual Installments collected in the year of the issuance of such Additional Improvement Area #1 Bonds; and

(x) The maximum principal amount of Additional Improvement Area #1 Bonds that may be issued, subject to the approval of the City, in total, is the lesser of (i) the then outstanding balance of the Improvement Area #1 Reimbursement Obligation and (ii) the then outstanding Assessments, less the Assessments required to pay the principal of the Series 2019 Bonds.

(e) The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State, and in accordance with the conditions set forth below:

(i) The principal of all Refunding Bonds must be scheduled to be paid, be subject to mandatory sinking fund redemption, or mature on September 1 of the years in which such principal is scheduled to be paid, subject to mandatory sinking fund redemption or maturity. All Refunding Bonds must bear interest at a fixed rate and any interest payment dates for Refunding Bonds must be March 1 and September 1. The date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of Refunding Bonds shall be set forth in a Supplemental Indenture; and

(ii) Upon their authorization by the City, the Refunding Bonds of a Series issued under this Section 5.09 shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the delivery of said Refunding Bonds to such purchasers or owners there shall have been filed with the Trustee (1) a copy, certified by the City Secretary of the City, of the ordinance or ordinances of the City authorizing the issuance, sale, execution, and delivery of the Refunding Bonds and the execution and delivery of a Supplemental Indenture establishing, among other things, the date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of such Refunding Bonds, and (2) an original executed counterpart of the Supplemental Indenture for such Refunding Bonds.

**Section 2.02.** Section 4.01(c) of the Financing Agreement is hereby removed in its entirety and replaced with the following:

(c) (1) Except as provided in subsection (2) of this Section 4.01(c), upon written acceptance of an Authorized Improvement, and subject to any applicable maintenance-bond period, the Entity accepting the Authorized Improvement shall be responsible for all operation and maintenance of such Authorized Improvement, including all costs thereof and relating thereto.

(2) The Owner, or property owners association, if Owner establishes a property owners association, shall enter into a maintenance and operations agreement (the "M&O Agreement") in a form agreed upon by the City whereby Owner or property owners association is responsible for all operations and maintenance of the detention and water quality pond improvements included in the Service and Assessment Plan prior to the City's acceptance of the detention and water quality pond improvements. The execution of the M&O Agreement will not cause any tax exempt financing instruments issued by the City and used to finance the detention and water quality pond improvements to constitute "Private Activity Bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), and the terms of the M&O Agreement shall meet the safe harbor conditions set forth in IRS Rev. Proc. 2017-13. The executed M&O Agreement shall be recorded with Hays County Clerk upon execution. In addition, the Owner shall provide the City an easement, in a form acceptable to the City, granting the City the right of access to the detention and water quality pond improvements for the purpose of inspection and compliance with City regulations. The easement shall be granted to the City prior to or at the time the final plat for the phase in which the drainage and water quality pond improvements are located is submitted to the City, and will be a condition of final plat approval.

**Section 2.03.** The following definitions as stated in Exhibit "A" to the Financing Agreement are hereby removed in their entirety and replaced with the following:

**"Appraisal"** means the Appraisal of the District dated effective February 27, 2019, prepared by Barletta & Associates.

**"City Construction Representative"** means Leon Barba, P.E. or such other person selected by the City to oversee the construction of the Authorized Improvements on behalf of the City.

**"Future Improvement Areas"** means the property within the District, excluding Improvement Area #1, as depicted on the map on Exhibit "B-4" consisting of approximately 761.7288 acres within the District. Future Improvement Areas may be developed in phases after Improvement Area #1, as generally depicted in Exhibit "B-4." The Future Improvement Areas are subject to adjustment and are shown for example only.

**"Improvement Area #1"** means the initial area to be developed within the PID, consisting of approximately 96.9712 acres within the District and as specifically described in Exhibit "B-1" and as depicted in Exhibit "B-4."

**"Improvement Area #1 Bonds"** means the "City of Kyle, Texas, Assessment Revenue Bonds, Series 2019 (6 Creeks Public Improvement District Improvement Area #1 Project)" that

are secured by actual revenues received by or on behalf of the City from the collection of Assessments levied against Improvement Area #1 Assessed Property, or the Annual Installments thereof, for the Improvement Area #1 Improvements.

**“Improvement Area #1 Reimbursement Obligation”** means the amount not to exceed \$4,420,000 secured by Improvement Area #1 Assessed Property to be paid to Owner pursuant to the “6 Creeks Public Improvement District Improvement Area #1 Acquisition and Reimbursement Agreement” having an effective date that is the same as the date on which the City Council authorizes the sale of the Series 2019 Bonds.

**“SAP Consultant”** means P3Works, LLC.

**“Service and Assessment Plan”** means the 6 Creeks Public Improvement District Service and Assessment Plan (as such plan is amended and updated from time to time), to be initially adopted by the City Council in the Assessment Ordinance for the purpose of assessing allocated costs against property located within the boundaries of the District having terms, provisions, and findings approved and agreed to by the Owner, as required by Article II of this Agreement.

**“Underwriter”** means FMS Bonds, Inc.

**Section 2.04.** The following definitions as stated in Exhibit “A” to the Financing Agreement are hereby modified as follows:

The defined term “Improvement Area #1 Improvements” is hereby replaced with the term “Improvement Area #1 Projects,” which shall have the same meaning as had been given to “Improvement Area #1 Improvements” prior to this First Amendment to the 6 Creeks Public Improvement District Financing Agreement.

The defined term “Administrative Expenses” is hereby replaced with the term “Annual Collection Costs,” which shall have the same meaning as had been given to “Administrative Expenses” prior to this First Amendment to the 6 Creeks Public Improvement District Financing Agreement. The defined terms listed in the Exhibit “A” to the Financing Agreement shall be reordered alphabetically to reflect this amendment.

**Section 2.05.** The first four recitals of the Financing Agreement are hereby removed in their entirety and replaced with the following:

WHEREAS, the term “Property,” means and refers to the 858.7 acres owned by HMBRR Development Inc., HMBRR, LP, and HMBRR LP#2; and which is more particularly described in the attached Exhibit “B-1”.

**Section 2.06.** Exhibit “B-1” is hereby amended by the addition of the property description attached hereto as Attachment “A.”

**Section 2.07.** Exhibit “B-4” is hereby amended by the addition of the description of District

Improvement Areas attached hereto as Attachment "B." Exhibit "B-4" is also hereby renamed "Exhibit 'B-2'", and the term "Exhibit 'B-4'" as used throughout the Financing Agreement is hereby removed and replaced in each instance with the term "Exhibit 'B-2.'"

**Section 2.08.** Exhibit "D" is hereby removed in its entirety and replaced with Attachment "C."

### ARTICLE III. GENERAL PROVISIONS

**Section 3.01. Entire Agreement.** This Amendment, together with the Financing Agreement, set forth the entire understanding of the Parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

**Section 3.02. Anti-Boycott Verification.** The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Amendment and the Financing Agreement with the City constitute a contract for goods or services, will not boycott Israel during the term thereof. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, as amended, and to the extent such section does not contravene applicable federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

**Section 3.03. Iran, Sudan and Foreign Terrorist Organizations.** The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's Internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made to solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such section does not contravene applicable federal law and excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

**Section 3.04. Binding Effect.** The terms and provisions hereof shall be binding upon the City, the Owner, and their successors and assigns.

**Section 3.05. Effect of Amendment.** The Parties agree that, except as modified hereby, the Financing Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Financing Agreement, this Amendment will control and modify the Financing Agreement.

**Section 3.06. Counterparts.** This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the Parties had signed the same document, and all counterparts will constitute one and the same agreement.

**Attachments:**            **Attachment “A” – Exhibit “B-1”**  
                                  **Attachment “B” – Exhibit “B-2”**  
                                  **Attachment “C” – Exhibit “D”**

*[The remainder of this page intentionally left blank.]*

**CITY OF KYLE, TEXAS**  
a home rule city and Texas municipal corporation

By:   
Name: Travis Mitchell  
Title: Mayor

**HMBRR DEVELOPMENT, INC.,**  
a Texas corporation

By: 

Name: Blake Magee

Title: President

**HMBRR LP**

By: Hanna Magee GP #1, Inc., a Texas corporation,  
General Partner

By: 

Name: Blake Magee

Title: President

**HMBRR LP #2**

By: Hanna Magee GP #1, Inc., a Texas corporation,  
General Partner

By: 

Name: Blake Magee

Title: President

## ATTACHMENT "A"

### Exhibit "B-1"

Blanco River Ranch  
858.70 acres

#### PROPERTY DESCRIPTION EXHIBIT A

BEING 858.70 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS ¼ LEAGUE NO. 14, ABSTRACT 360, AND THE CALEB W. BAKER SURVEY, ABSTRACT 31 HAYS COUNTY, TEXAS AND BEING A PORTION OF TRACT I, A CALLED 1,971.29 ACRE TRACT AND ALL OF TRACT II, A CALLED 195.14 ACRE TRACT AS DESCRIBED IN A DEED FROM THE STATE OF TEXAS TO BLANCO RIVER RANCH, LP AND RECORDED IN VOLUME 5230, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 858.70 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH ALL BEARING REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

BEGINNING at an iron rod with aluminum cap stamped "Kent McMillian" found marking the most northerly corner of a called 311.56 acre tract described in a deed to Robert Nance recorded in Volume 4459, Page 137 of said Deed Records, same being the northwest corner of a called 195.14 acre tract described in the aforementioned deed to Blanco River Ranch as Tract II and being on the southeasterly line of said 1,971.29 acre Tract I;

THENCE, with the southerly line of said 1,971.29 acre tract, same being the northeasterly line of said 311.56 acre tract S43°59'58"W, 1916.27 feet to a ½-inch iron rod with cap stamped "AST" set on the northerly line of proposed RM 150;

THENCE, leaving said southerly line and crossing said 1,941.29 acre tract with the proposed northerly line of RM 150 the following courses and distances:

1. N65°08'51"W, 49.48 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the right;
2. with a curve to the right, 381.25 feet, having a radius of 925.00 feet, a central angle of 23°36'54" and a chord bearing and distance of N53°30'43"W, 378.55 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
3. N41°42'16"W, 336.00 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;
4. with the arc of said curve to the left, 151.93 feet, having a radius of 1100.00 feet, a central angle of 07°54'48" and a chord bearing and distance of N45°39'41"W, 151.81 feet to a ½ inch iron rod with cap stamped "AST" set for point of tangency;
5. N49°37'05"W, 572.43 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
6. N51°37'01"W, 75.00 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
7. N53°36'58"W, 749.01 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;

8. with the arc of said curve to the left, 93.33 feet, having a radius of 1025.00 feet, a central angle of 05°13'01" and a chord bearing and distance of N56°13'28"W, 93.30 feet to a ½-inch iron rod with cap stamped "AST" set for the most westerly southwest corner of the herein described tract;

**THENCE** leaving said proposed right of way line and with a dry creek, the following courses and distances:

1. N26°31'11"E, 563.37 feet to a calculated point;
2. N46°09'29"E, 1179.39 feet to a calculated point;
3. N28°22'57"E, 708.36 feet to a calculated point;
4. N44°16'34"E, 582.28 feet to a calculated point at the beginning of a curve to the right;
5. with a curve to the right, 297.90 feet, having a radius of 1184.66 feet, a central angle of 14°24'28" and a chord bearing and distance of N77°54'54"E, 297.12 feet to a calculated point;
6. N04°51'54"W, 125.14 feet to a calculated point;
7. N23°10'37"E, 321.60 feet to a calculated point;
8. N13°08'23"W, 681.62 feet to a calculated point;
9. N31°45'00"E, 255.79 feet to a calculated point;
10. N08°23'37"E, 473.49 feet to a calculated point;
11. N02°33'01"W, 195.07 feet to a calculated point;
12. N30°53'10"W, 576.14 feet to a calculated point;
13. N01°26'31"W, 729.89 feet to a calculated point;
14. N38°05'39"W, 1250.80 feet to a calculated point;
15. N20°33'26"E, 282.73 feet a ½-inch iron rod with cap stamped "AST" set for the most westerly northwest corner of the herein described tract on the northerly line of said 1,971.29 acre tract, same being on the southerly line of Park Land Lot 23 of Arroyo Ranch, Section One, a subdivision of record in Volume 10, Page 180 of the Hays County Official Public Records;

**THENCE**, with the northerly line of said 1,971.29 acre tract, S82°42'45"E, 432.46 feet to a point located in the centerline of the remains of an old stone fence corner for an angle point in the north line of the herein described tract, from which a ½"-inch iron rod bears S88°19'W, 37.5 feet;

**THENCE**, continuing with said northerly line, N43°55'32"E, 1271.63 feet to a 2-inch metal fence post at the most northerly northwest corner of said 1,971.29 acre tract and being the common corners of Lots 12, 13 and 19, Block D of said Arroyo Ranch Section One subdivision;

**THENCE**, with the easterly line of said 1,971.29 acre tract the following courses and distances:

1. S46°19'30"E, at 185.02 feet passing the south line of said Arroyo Ranch subdivision and north line of a 20.3 acre tract described in a deed to F. Javier, Jr et al and recorded in Volume 2813, Page 359 of said Official Public Records and continuing for a total distance of 887.68 feet to a found ½-inch iron rod for the south corner of said Javier tract, same being the westerly corner of

a 21.15 acre tract described in a deed to Nancy L. Russell and Randall W. Russell and recorded in Volume 4385, Page 135 of said Official Public Records;

2. S46°48'04"E, 579.01 feet to a found ½-inch iron rod for the south corner of Russell and being the westerly corner of Quail Meadows Subdivision as recorded in Volume 7, Page 47 of the Hays County Plat Records;
3. With the southwesterly line of said subdivision, S46°06'19"E, 409.08 feet to ½-inch iron rod for angle point;
4. S47°09'10"E, 405.41 feet to ½-inch iron rod for angle point;
5. S47°52'54"E, 295.90 feet to ½-inch iron rod for angle point;
6. S47°18'52"E, 296.88 feet to ½-inch iron rod for angle point;
7. S47°21'24"E, 132.10 feet to ½-inch iron rod for angle point;
8. S47°07'34"E, 179.01 feet to ½-inch iron rod for angle point;
9. S46°55'27"E, 248.69 feet to ½-inch iron rod for most southerly corner of said subdivision and the westerly corner of a called 57.26 acre tract described in a deed to Kyle Mortgage Investors, LLC and recorded in Volume 3416, Page 789 of said Official Public Records;
10. S45°43'31"E, 436.59 feet to a fence post for angle point;
11. S46°32'55"E, 1447.00 feet to an iron rod with aluminum cap stamped "Kent McMillian" at an interior ell corner of said 1,971.29 acre tract;
12. Continuing with the easterly line of said 1,971.29 acre tract, S40°23'35"W, 1023.40 feet to a ½-inch iron rod found at the westerly corner of a called 1.259 acre tract described in a deed to Robin Robinson and recorded in Volume 5358, Page 587 of said Official Public Records;
13. S50°23'48"E, 255.70 feet to a fence post for angle point;
14. N40°43'43"E, 42.89 feet to a ½-inch iron rod with cap stamped "AST" set;
15. S52°09'40"E, at 85.22 feet passing a ½-inch iron rod found at the westerly corner of a called 0.72 acre tract described in a deed to Robin and Gale Robinson and recorded in Volume 4689, Page 363 of said Official Public Records and continuing for a total distance of 244.62 feet to a ½-inch iron rod with cap stamped "AST" set;
16. N43°53'50"E, 92.19 feet to a ½-inch iron rod with cap stamped "AST" set;
17. S78°26'49"E, 101.27 feet ½-inch iron rod found on the westerly right of way line of N. Old Stagecoach Road (width varies);

THENCE, with said westerly right of way line the following course and distances:

1. S16°21'49"E, 511.37 feet to a ½-inch iron rod with cap stamped "AST";
2. S16°20'38"E, 1420.21 feet to a 60d nail found next to a cedar fence post and
3. S16°48'53"E, 800.20 feet to a ½-inch iron rod with cap stamped "AST" set for the most easterly southeast corner of this tract;

THENCE, leaving said westerly right of way line and with fence along the southeasterly line of said 195.14 acre tract, S36°01'23"W, 42.36 feet to a cedar fence post;

THENCE, continuing with said southeasterly line, same being the northwesterly line of a called 132.59 acre tract described in a deed to Felder CND, LLC and recorded in Volume 5224, Page 246 of the Hays County Official Public Records the following courses and distances:

1. S48°36'08"W, 1583.50 feet to a cedar fence post;
2. N49°26'16"W, 34.23 feet to a cedar fence post;
3. S25°40'41"W, 39.42 feet to an iron rod with cap stamped "Vickrey";
4. S48°29'40"W, 2127.73 feet to a cedar fence post with "Mag Nail" on the northerly right of way line of Cypress Road (aka Limekiln Road) (width undetermined) at the southeast corner of said 195.14 acre tract from which an iron rod with aluminum cap stamped "Kent McMillian" bears S21°57'46"W, 50.84 feet;

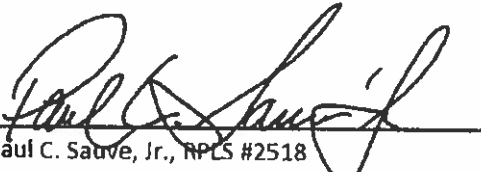
THENCE, with said northerly right of way line, N77°16'32"W, 599.91 feet to a cedar fence post on the easterly line of said 311.56 acre tract;

THENCE, with fence and the easterly line of said 311.56 acre and westerly line of said 195.14 acre tract the following courses and distances:

1. N16°48'19"W, 270.65 feet to a calculated angle point in said line and;
2. N17°13'44"W, 1607.95 feet to the POINT OF BEGINNING and containing 858.70 acres of land, more or less.

#### SURVEYOR'S STATEMENT

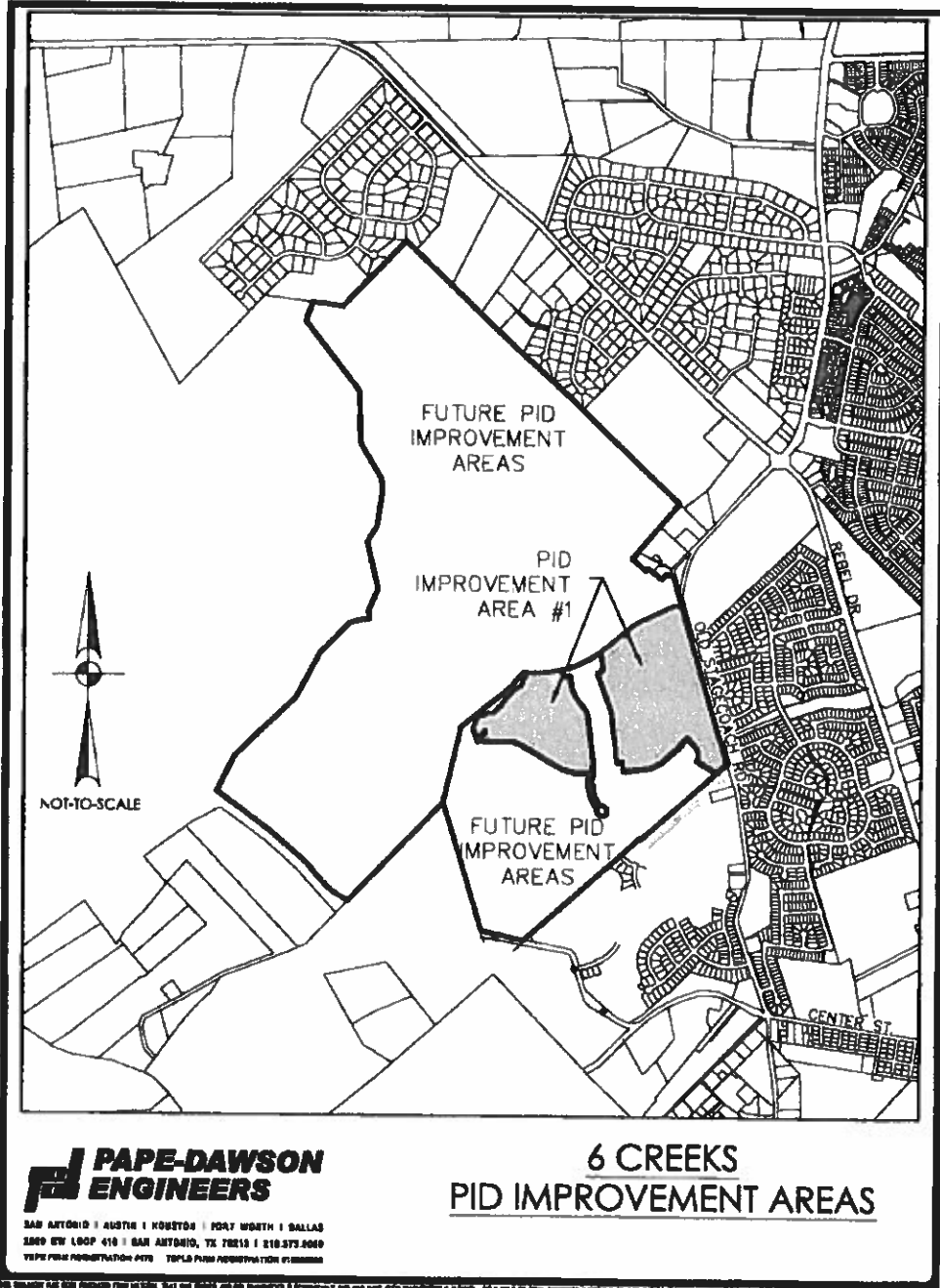
I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.

  
Paul C. Sauve, Jr., RPLS #2518  
Austin Spatial Technologies, LLC  
December 5, 2016



**ATTACHMENT "B"**

**Exhibit "B-2"**



**ATTACHMENT "C"**

**Exhibit "D"**

**MAJOR IMPROVEMENTS**

<b><u>Major Improvements</u></b>	<b><u>Dedicated to the City or County</u></b>	<b><u>Estimated Cost</u></b>
Wastewater Treatment Plant Capacity	City	\$31,651
Lift Station and Force Main	City	\$89,151
Offsite Water Improvements	City	\$340,177
Old Stagecoach Improvements	City	\$255,133
Park and Trail Improvements	City	\$321,468
Entry, Walls and Landscaping	City	\$797,716
Internal Roadway and Grading	County	\$2,853,778
Internal Water Improvements	City	\$1,446,469
Internal Wastewater Improvements	City	\$1,871,035
Internal Drainage Improvements	City	\$1,389,142
Detention/Water Quality Pond	City	\$2,109,226
<b>Total</b>		<b>\$11,504,946</b>

**PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS  
UNDER 6 CREEKS PUBLIC IMPROVEMENT DISTRICT  
FINANCING AGREEMENT**

This Partial Assignment and Assumption of Rights and Obligations Under 6 Creeks Public Improvement District Financing Agreement (this “**Assignment**”) is by and between **HMBRR LP #2**, a Texas limited partnership (“**Assignor**”), and **HM 6 Creeks Development, Inc.**, a Texas corporation (“**Assignee**”) as follows.

RECITALS

WHEREAS, HMBRR Development, Inc., a Texas corporation, HMBRR, L.P., a Texas limited partnership, and Assignor (including their Designated Successors and Assigns, collectively the “**HM Entities**”), and the City of Kyle, Texas (the “**City**”), entered into the 6 Creeks Public Improvement District Financing Agreement dated effective July 18, 2017 (the “**Original Financing Agreement**”) with respect to 858.7 acres in Hays County, Texas more fully described in the Original Financing Agreement (the “**Property**”); and

WHEREAS, as of the Effective Date of the Original Financing Agreement, (i) HMBRR Development, Inc. owned 61.49 acres of the Property more particularly described in the Original Financing Agreement (“**Tract 1**”), (ii) HMBRR LP owned 188.51 acres of the Property more particularly described in the Original Financing Agreement (“**Tract 2**”), and (iii) Assignor owned 608.7 acres of the Property more particularly described in the Financing Agreement (“**Tract 3**”);

WHEREAS, the City and the HM Entities modified the Original Financing Agreement by First Amendment to the 6 Creeks Public Improvement District Financing Agreement (the “**First Amendment**”) dated effective April 16, 2019, and the term “**Financing Agreement**” as used herein, refers to the Original Financing Agreement as modified by the First Amendment; and

WHEREAS, Section 8.03 of the Original Financing Agreement, as modified by the First Amendment, provides that the Owner may, in its sole and absolute discretion, assign the Financing Agreement with respect to all or part of the Project (as defined in the Financing Agreement) so long as the assigned rights and obligations are assumed without modifications to the Financing Agreement; and

WHEREAS, on or about September 23, 2020 (the “**Effective Date**”), Assignor sold and conveyed to Assignee 249.05 acres, more or less, out of Tract 3, which is more particularly described on Exhibit A attached to this Assignment (the “**249.05 Acres**”), and wishes to assign to Assignee Assignor’s rights and obligations under the Financing Agreement as to the 249.05 Acres (but not as to the balance of Tract 3) as as of the Effective Date, as more particularly described below.

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. The Recitals set out above are true and correct and are incorporated into this Assignment for all purposes.

2. Assignor assigns all its rights and obligations under the Financing Agreement *as to the 249.05 Acre Tract only* to Assignee. Assignor retains all rights and obligations under the Financing Agreement as to the remainder of Tract 3.
3. Assignee accepts the assignment of Assignor's rights and obligations under the Financing Agreement as to the 249.05 Acre Tract only.
4. This assignment is to a Designated Assignee.
5. To facilitate execution, this instrument may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a copy of a signature transmitted by facsimile or e-mail (e.g., .pdf or Adobe) will be deemed to be an original signature for all purposes. It is not necessary to confirm the copy transmitted by facsimile or e-mail (e.g., .pdf or Adobe) by delivery of the original. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

This Assignment shall be effective from and after the Effective Date.

(Signature Pages Follow)

**Assignor:**

**HMBRR LP #2**, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,  
General Partner

By:   
Jay A. Hanna, Vice President

**Assignee:**

**HM 6 CREEKS DEVELOPMENT, INC.**, a Texas  
corporation

By:   
Jay A. Hanna, President

## EXHIBIT A

County: Hays  
Project: 6-Creeks  
Job No.: A201302  
MB No.: 20-019

### FIELD NOTES FOR 249.051 ACRES

Being a 249.051 acre tract of land located in the Samuel Pharass 1/4 League, Survey Number 14, Abstract Number 360 in Hays County, Texas. Said 249.051 acre tract being a portion of a called 608.70 acre tract of land recorded in the name of HMBRR, LP #2 in Document Number 17034180 of the Official Records of Hays County Texas (O.R.H.C.), said 249.051 acre tract of land being more particularly described by metes and bound as follows: *(Bearings are based on the Texas State Plane Coordinate System, South Central Zone).*

Beginning at capped iron rod found stamped "AST" for the most westerly corner of said 608.70 acre tract, said iron rod being the most southerly corner of Waterridge 150 District, Section 2, a subdivision as recorded in Document Number 19038655, O.P.R.H.C., said iron rod also being on the northerly line Waterridge Boulevard, a subdivision as recorded in Document Number 19038635, O.P.R.H.C.;

Thence, with the common line between said 608.70 acre tract and said Waterridge 150 subdivision, North 26 degrees 31 minutes 11 seconds East, passing at a distance of 554.24 the southeasterly corner of said Waterridge subdivision, being the most southerly corner of the remainder portion of a called 1971.29 acre tract of land recorded in the name of Blanco River Ranch, LP in Volume 5230 Page 583 of the Hays County Deed Records (H.C.D.R.), in all, a distance of 563.37 feet to a calculated point;

Thence, with the common line between said 608.70 acre tract and said 1971.29 acre remainder tract, the following four (4) courses and distances;

1. North 46 degrees 09 minutes 29 seconds East, a distance of 1179.39 feet to a calculated point;
2. North 28 degrees 22 minutes 57 seconds East, a distance of 708.36 feet to a calculated point;
3. North 44 degrees 16 minutes 34 seconds East, a distance of 582.28 feet to a calculated point;
4. 297.90 feet along the arc of a curve to the right, said curve having a central angle of 14 degrees 24 minutes 28 seconds, a radius of 1184.66 feet, and a chord that bears North 77 degrees 54 minutes 54 seconds East, a distance of 297.12 feet to a 1/2-inch iron rod found for the southeasterly corner of said 1971.29 acre remainder tract;

Thence, through and across said 608.70 acre tract and following the line established by a 250 acre survey dated 8-10-2020, the following fourteen (14) courses and distances;

1. 386.58 feet along the arc of a curve to the right, said curve having a central angle of 18 degrees 41 minutes 48 seconds, a radius of 1184.66 feet, and a chord that bears South 85 degrees 31 minutes 38 seconds East, a distance of 384.86 feet to a capped iron rod stamped "Atwell" found;
2. North 14 degrees 03 minutes 25 seconds East, a distance of 154.34 feet to a capped iron rod stamped "Atwell" found;
3. North 89 degrees 56 minutes 01 seconds East, a distance of 226.42 feet to a capped iron rod stamped "Atwell" found;

4. North 49 degrees 02 minutes 03 seconds East, a distance of 179.70 feet to a capped iron rod stamped "Atwell" found;
5. North 61 degrees 58 minutes 58 seconds East, a distance of 296.99 feet to a capped iron rod stamped "Atwell" found;
6. North 75 degrees 28 minutes 29 seconds East, a distance of 257.09 feet to a capped iron rod stamped "Atwell" found;
7. South 85 degrees 30 minutes 10 seconds East, a distance of 318.98 feet to a capped iron rod stamped "Atwell" found;
8. North 70 degrees 45 minutes 09 seconds East, a distance of 214.03 feet to a capped iron rod stamped "Atwell" found;
9. North 47 degrees 16 minutes 33 seconds East, a distance of 360.88 feet to a capped iron rod stamped "Atwell" found;
10. North 85 degrees 14 minutes 12 seconds East, a distance of 340.49 feet to a capped iron rod stamped "Atwell" found;
11. South 89 degrees 12 minutes 08 seconds East, a distance of 118.79 feet to a capped iron rod stamped "Atwell" found;
12. 483.09 feet along the arc of a curve to the left, said curve having a central angle of 14 degrees 14 minutes 46 seconds, a radius of 1942.92 feet, and a chord that bears South 06 degrees 19 minutes 30 seconds East, a distance of 481.84 feet to a capped iron rod stamped "Atwell" found;
13. South 13 degrees 23 minutes 08 seconds East, a distance of 751.43 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
14. South 76 degrees 44 minutes 31 seconds West, passing at a distance of a distance of 1.68 feet a northeasterly corner of 6 Creeks Boulevard Phase 1, Section 2 (Right-of-Way Only), a subdivision as recorded in Document Number 19019778, O.P.R.H.C., in all a total distance of 115.68 feet to a 1/2-inch iron rod found for a northwesterly corner of said 6 Creeks Boulevard Subdivision;

Thence, with the common line between said 608.70 acre tract and said 6 Creeks Boulevard Subdivision, the following four (4) courses and distances;

1. South 13 degrees 18 minutes 02 seconds East, a distance of 26.84 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
2. 116.85 feet along the arc of a curve to the right, said curve having a central angle of 92 degrees 59 minutes 02 seconds, a radius of 72.00 feet, and a chord that bears South 33 degrees 11 minutes 23 seconds West, a distance of 104.44 feet to a cotton spindle found;
3. South 80 degrees 21 minutes 31 seconds West, a distance of 34.11 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;

4. South 08 degrees 51 minutes 19 seconds East, passing at a distance of 120.00 feet, a 1/2-inch iron rod found for the southwesterly corner of said 6 Creeks Boulevard Subdivision, in all, a distance of 123.28 feet to a 5/8-inch iron rod set with cap stamped GBI Partners on the southerly line of said 608.70 acre tract, said iron rod being on the northerly line of 6 Creeks, Phase 1, Section 3, a subdivision as recorded in Document Number 19020754, O.P.R.H.C.;

Thence, with the common line between said 608.70 acre tract and said 6 Creeks, Phase 1, Section 3 Subdivision, 418.10 feet along the arc of a curve to the right, said curve having a central angle of 15 degrees 21 minutes 21 seconds, a radius of 1560.00 feet, and a chord that bears South 88 degrees 32 minutes 47 seconds West, a distance of 416.85 feet to a capped iron rod found stamped "AST" for an angle point on the southerly line of said 608.70 acre tract, said iron rod being an angle point in the northerly line of a called 153.0288 acre tract of land recorded in the name of HMBRR Development, Inc. in Document Number 200006092, O.P.R.H.C.

Thence, with the common line between said 608.70 acre tract and said 153.0288 acre tract the following five (5) courses and distances;

1. South 39 degrees 17 minutes 57 seconds West, a distance of 243.43 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
2. South 48 degrees 47 minutes 14 seconds West, a distance of 226.76 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
3. South 51 degrees 36 minutes 39 seconds West, a distance of 699.50 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
4. South 13 degrees 00 minutes 14 seconds West, a distance of 359.30 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
5. South 12 degrees 59 minutes 48 seconds West, a distance of 728.51 feet to capped iron rod stamped "Kent McMillian" for an angle point on the southerly line of said 608.70 acre tract, also being an angle point on the westerly line of said 153.0288 acre tract, said iron rod also being the most northerly corner of a called 311.56 acre tract of land recorded in the names of Robert Scott and Lanah Nance in Document Number 18006670, O.P.R.H.C.;

Thence, with the common line between said 608.70 acre tract and said 311.56 acre tract South 44 degrees 00 minutes 02 seconds West, a distance of 1916.25 feet to a capped iron rod found for the most southerly corner of said 608.70 acre tract, said iron rod being the most easterly corner of aforesaid Waterridge Boulevard Subdivision;

Thence, with the common line between said 608.70 acre tract and said Waterridge Boulevard Subdivision the following eight (8) courses and distances;

1. North 65 degrees 08 minutes 51 seconds West, a distance of 49.49 feet to a 1/2-inch iron rod found;
2. 381.25 feet along the arc of a curve to the right, said curve having a central angle of 23 degrees 36 minutes 54 seconds, a radius of 925.00 feet, and a chord that bears North 53 degrees 30 minutes 43 seconds West, a distance of 378.55 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
3. North 41 degrees 42 minutes 16 seconds West, a distance of 336.00 feet to a capped iron rod found stamped "AST";

4. 151.93 feet along the arc of a curve to the left, said curve having a central angle of 07 degrees 54 minutes 48 seconds, a radius of 1100.00 feet, and a chord that bears North 45 degrees 39 minutes 41 seconds West, a distance of 151.80 feet to a capped iron rod found stamped "AST";
5. North 49 degrees 37 minutes 05 seconds West, a distance of 572.43 feet to a capped iron rod found stamped "Atwell";
6. 75.01 feet along the arc of a curve to the left, said curve having a central angle of 03 degrees 59 minutes 53 seconds, a radius of 1075.00 feet, and a chord that bears North 51 degrees 37 minutes 01 seconds West, a distance of 75.00 feet to a capped iron rod found stamped "Atwell";
7. North 53 degrees 36 minutes 58 seconds West, a distance of 749.01 feet to a capped iron rod found stamped "AST";
8. 93.33 feet along the arc of a curve to the left, said curve having a central angle of 05 degrees 13 minutes 01 seconds, a radius of 1025.00 feet, and a chord that bears North 56 degrees 13 minutes 28 seconds West, a distance of 93.30 feet to the Point of Beginning and containing 249.051 acres of land.

GBI Partners, LP  
TBPLS Firm No. 10194150  
Ph: 512-296-2675  
September 4, 2020



**PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS  
UNDER 6 CREEKS PUBLIC IMPROVEMENT DISTRICT  
FINANCING AGREEMENT**

This Partial Assignment and Assumption of Rights and Obligations Under 6 Creeks Public Improvement District Financing Agreement (this “Assignment”) is by and among **HMBRR LP**, a Texas limited partnership (“**HMBRR LP**”), **HMBRR LP #2**, a Texas limited partnership (“**HMBRR LP #2**”), **HMBRR Development, Inc.**, a Texas corporation (“**HMBRR Development**”), and **HM 6 Creeks Development, Inc.**, a Texas corporation (“**HM 6 Creeks Development**”), as follows.

RECITALS

WHEREAS, **HMBRR Development, HMBRR, LP, and HMBRR LP #2** (collectively the “**Original HM Entities**”), and the City of Kyle, Texas (the “**City**”), entered into the Blanco River Ranch Public Improvement District Financing Agreement dated effective July 18, 2017 (the “**Original Financing Agreement**”) with respect to 858.7 acres in Hays County, Texas, more fully described in the Original Financing Agreement (the “**Property**”); and

WHEREAS, the City and the Original HM Entities modified the Original Financing Agreement by First Amendment to the 6 Creeks Public Improvement District Financing Agreement (the “**First Amendment**”) dated effective April 16, 2019, and the term “**Financing Agreement**” as used herein, refers to the Original Financing Agreement as modified by the First Amendment; and

WHEREAS, Section 8.03 of the Financing Agreement provides that the “**Owner**” (defined in the Financing Agreement as **HMBRR Development, HMBRR LP, HMBRR LP #2, and their Designated Successors and Assigns**) may, in its sole and absolute discretion, assign the Financing Agreement with respect to all or part of the Project (as defined in the Financing Agreement) so long as the assigned rights and obligations are assumed without modifications to the Financing Agreement; and

WHEREAS, on or about September 23, 2020, **HMBRR LP #2** assigned to **HM 6 Creeks Development, HMBRR LP #2’s** rights and obligations under the Financing Agreement to 249.05 acres, more or less, out of Tract 3, which is more particularly described in a deed recorded under Document # 20042658, Official Public Records of Hays County, Texas, (the “**249.05 Acres**”); and

WHEREAS, **HMBRR Development** acquired from **HMBRR LP** all of the 188.51 acres originally owned by **HMBRR LP**, and **HM 6 Creeks Development** acquired from **HMBRR LP #2** all of the 608.7 acres originally owned by **HMBRR LP #2**; and

WHEREAS, as of the Effective Date of this Assignment **HMBRR LP** wishes to assign to **HMBRR Development** all of **HMBRR LP’s** rights and obligations under the Financing Agreement; and

WHEREAS, as of the Effective Date of this Assignment, **HMBRR LP #2** wishes to assign to **HM 6 Creeks Development**, the remainder of **HMBRR LP #2’s** rights and obligations under the Financing Agreement; and

WHEREAS, as of the Effective Date of this Assignment, **HMBRR LP** will have assigned to **HMBRR Development** all of **HMBRR LP’s** rights and obligations under the Financing Agreement, and upon such assignments and assumption by **HMBRR Development** of all such rights and obligations, wishes to cease being an Owner under and party to the Financing Agreement; and

WHEREAS, as of the Effective Date of this Assignment, **HMBRR LP #2** will have assigned to **HM 6 Creeks Development** all of **HMBRR LP #2** rights and obligations under the Financing Agreement, and  
{W1167380}

upon such assignments and assumption by HM 6 Creeks Development of all such rights and obligations, wishes to cease being an Owner under the Financing Agreement;

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

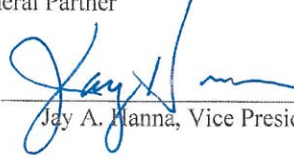
1. The Recitals set out above are true and correct and are incorporated into this Assignment for all purposes.
2. HMBRR LP assigns all its rights and obligations under the Financing Agreement to HMBRR Development.
3. HMBRR Development accepts the assignment of HMBRR LP's rights and obligations under the Financing Agreement.
4. HMBRR LP #2 assigns all its rights and obligations under the Financing Agreement to HM 6 Creeks Development.
5. HM 6 Creeks Development accepts the assignment of HMBRR LP #2's rights and obligations under the Financing Agreement.
6. From and after the Effective Date of this Assignment, HMBRR LP is no longer a party to, or an "Owner" under, the Financing Agreement.
7. From and after the Effective Date of this Assignment, HMBRR LP #2 will no longer be a party to, or an "Owner" under, the Financing Agreement, and the "Owners" under the Financing Agreement will be only HMBRR Development, HM 6 Creeks Development, and their Designated Successors and Assigns.
8. Each of HMBRR Development and HM 6 Creeks Development is a Designated Successor and Assign, and each assignment herein is made to a Designated Successor and Assign.
9. To facilitate execution, this instrument may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Assignment: (a) the signature pages taken from separate, individually executed counterparts of this Assignment may be combined to form multiple fully executed counterparts; and (b) a copy of a signature transmitted by facsimile or e-mail (e.g., .pdf or Adobe) will be deemed to be an original signature for all purposes. It is not necessary to confirm the copy transmitted by facsimile or e-mail (e.g., .pdf or Adobe) by delivery of the original. All executed counterparts of this Assignment will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

This Assignment shall be effective from and after the date (the "Effective Date") of 10.19.22, 2022.

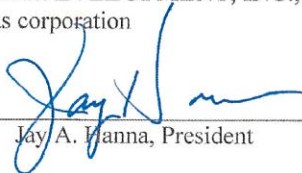
(Signature Pages Follow)

**HMBRR LP**, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,  
General Partner

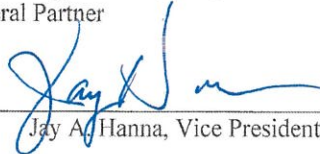
By:   
Jay A. Hanna, Vice President

**HMBRR DEVELOPMENT, INC.**,  
a Texas corporation

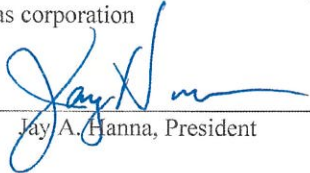
By:   
Jay A. Hanna, President

**HMBRR LP #2**, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,  
General Partner

By:   
Jay A. Hanna, Vice President

**HM 6 CREEKS DEVELOPMENT, INC.**,  
a Texas corporation

By:   
Jay A. Hanna, President

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APPENDIX G

DEVELOPMENT AGREEMENT

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**BLANCO RIVER RANCH (Phase One Residential Area)  
DE-ANNEXATION AND DEVELOPMENT AGREEMENT**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF HAYS                   §

This Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (this "Agreement") is entered into between the **CITY OF KYLE**, a Texas home rule city and municipal corporation (the "City"), and **BLANCO RIVER RANCH PROPERTIES LP**, a Texas limited partnership, or its successors and assigns ("Owner"). In this Agreement, the City and Owner are sometimes individually referred to as "a Party" and collectively referred to as "the Parties".

**RECITALS**

- A. Owner and the City previously entered in the "Blanco River Ranch Interim Annexation and Development Agreement" dated effective as of May 6, 2016 and recorded under Document No. 2016-16014625, Official Public Records of Hays County, Texas (the "IDA") relating to the development of approximately 2,166 acres of land more particularly described therein (the "Blanco River Ranch"). The IDA contemplated, among other things, that the City and Owner would enter into a final development agreement for the Blanco River Ranch, that the City would de-annex a portion of the Blanco River Ranch located within the City's corporate limits (the "Current City Limits Property"), and that the City would create a public improvement district ("PID") and other financing mechanisms for the Blanco River Ranch.
- B. The 858.7 acre tract of land described on the attached **Exhibit "A"** (the "Property") is a portion of the Blanco River Ranch. Owner intends to develop or to sell the Property for development for residential purposes and related amenities and improvements, as more particularly described in this Agreement. The City and Owner have agreed that this Agreement will constitute the final development agreement contemplated by the IDA with respect to the Property, but not with respect to the remainder of the Blanco River Ranch. The remainder of the Blanco River Ranch, being all of the 2,166 acre tract described in the IDA, save and except the Property (the "BRR Remainder"), is and will remain subject to the IDA, and will also be subject to any provision of or obligations under this Agreement that are expressly applicable to the BRR Remainder, including the obligation to dedicate the river park as provided in Section 2.08.
- C. The Property includes the "Current City Limits Property", which is depicted on the attached **Exhibit "B"**. The remainder of the Property is located in the City's extraterritorial jurisdiction ("ETJ"). As provided in the IDA, Owner has requested that the City de-annex the Current City Limits Property and the City

has agreed to do so. Owner and the City now wish to agree on a schedule for such de-annexation.

- D. Owner has petitioned the City for the creation of a PID over the Blanco River Ranch. The City agrees that the Property will be designated as Improvement Areas 1 through 7, inclusive, within the PID. The City acknowledges that the public improvement projects contemplated for the Property and described in this Agreement will confer a special benefit on the Property, and that PID financing is essential for the development of the Property as contemplated by this Agreement.
- E. In the IDA, the City agreed not to annex the portion of the Blanco River Ranch that includes the Property until all PID bonds, each issuance of which is to be for a term not to exceed 25 years, that are to be repaid through assessments have been issued and repaid in full, and there are no further PID assessments against such portion of the Blanco River Ranch. The City desires to confirm such agreement with respect to the Property and emphasize the following qualifications: the payment in full of the PID bonds secured by assessments levied on properties located within a PID Area (the PID Areas within the Property are currently proposed to be areas 1 through 7, the actual PID Areas will be determined at the time of City creation of the PID) constitutes a voluntary request for immediate annexation by the City of the properties within that PID Area; or, should any or all PID Areas be dissolved, the finality of the dissolution of the PID Area or Areas would constitute an immediate voluntary request for annexation into the City for the affected PID Areas. PID Areas established must be adjacent to current City limits (which includes the Spine Road alignment and collector road within the Property).
- F. The City owns, operates, and maintains a water supply system, including groundwater wells and surface water supplies, and a wastewater collection, treatment, and disposal system, including a wastewater treatment plant operating under TPDES Permit Number WQ0011041002, to serve the needs of its customers.
- G. The City has agreed to provide retail water and wastewater services to the Property pursuant to the terms of this Agreement. Owner has agreed to construct and install a potable water distribution system and related facilities and a wastewater collection system and related facilities within the Property (the "Internal Facilities") and certain improvements necessary to connect the Internal Facilities to the City's water and wastewater systems (the "Connecting Facilities") and to construct and/or cost-participate in certain off-site improvements more particularly described in this Agreement (the "Offsite Facilities") in order to enable the City to provide water and wastewater services to the Property.
- H. The City will use the Internal Facilities and the Connecting Facilities, as well as capacity in all Offsite Facilities constructed and/or cost-participated in by Owner, to provide retail water and wastewater services to customers within the Property. The City has agreed that, along with the other public improvements that will

benefit or serve the Property described in this Agreement, the City will issue PID bonds to finance and reimburse Owner for the cost of the Internal Facilities and the Connecting Facilities, and the cost of Owner's cost-participation in the Offsite Facilities.

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the City and Owner agree as follows:

**ARTICLE I.  
RECITALS AND DEFINITIONS**

**Section 1.01**      **Recitals.** The City Council finds and determines that each of the Recitals contained in this Agreement is true and correct and such Recitals are incorporated into this Agreement for all purposes.

**Section 1.02**      **Defined Terms.** In addition to the defined terms set forth in the Recitals and elsewhere in this Agreement, the following terms will have the meanings set forth below when used in this Agreement:

“**Applicable City Rules**” means the provisions of the City Code in effect on the Vesting Date or any updated Code provision Owner, at its option, elects to take advantage of adopted by the City after the Vesting Date that Owner determines are in the best interests of the Owner without forfeiting vested rights under this Agreement.

“**City Charter**” means the City Charter of the City, as amended from time to time.

“**City Code**” means the City's Code of Ordinances, as amended from time to time.

“**City Council**” means the City Council of the City of Kyle.

“**City's Engineer**” means a licensed professional engineer selected by the City to provide the engineering services described in this Agreement to the City, or his/her designee.

“**City's Service Area(s)**” means the City's retail water service area and/or retail wastewater service area, whether or not certificated, as such service areas now exist or are changed by the City hereafter.

“**City's Water System**” means all water supply, treatment, transmission, and distribution facilities; lines, mains, reservoirs, and pump stations; residential, commercial, and industrial connections; and any other parts or components that comprise the City's public water system, together with all extensions, expansions, improvements, enlargements, betterments and replacements thereof.

**“City’s Wastewater System”** means all wastewater treatment, disposal, and collection facilities and appurtenances that comprise the City’s wastewater system, together with all extensions, expansions, improvements, enlargements, and replacements thereof.

**“Concept Plan”** means the concept plan for the Property attached as **Exhibit “C”**, as amended from time to time.

**“County”** means Hays County, Texas.

**“Customers”** mean the City’s retail water and wastewater customers located within the Property.

**“Director of Planning”** means the duly authorized employee or representative of the City in charge of the City’s planning and/or zoning department(s), or his/her designee.

**“Director of Public Works”** means the duly authorized employee or representative of the City in charge of the City’s street, water and/or wastewater department(s), or his/her designee.

**“Emergency”** means a sudden unexpected happening; an unforeseen occurrence or condition, exigency, or pressing necessity; or a relatively permanent condition of insufficiency of service or of facilities. The term includes Force Majeure and acts of third parties that cause either the City’s Water System or the City’s Wastewater System to be unable to provide the services the City has agreed to provide under this Agreement.

**“Effective Date”** means the date of the latest signature on this Agreement by an authorized representative of a Party.

**“Force Majeure”** means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of any governmental entity or any civil or military authority; acts, orders or delays of any regulatory authorities with jurisdiction over the Parties; insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions or breakages; accidents to machinery, pipelines or canals; or any other conditions that are not within the control of a Party.

**“Impact Fees”** means water and/or wastewater capital recovery fees or impact fees imposed by the City against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions in accordance with State law.

**“Industrial Waste”** means waterborne, liquid, gaseous, or solid substances that result from any process of industry, manufacturing, trade or business, including a restaurant.

“**LUE**” means the average daily amount of water required for or wastewater produced by a typical single-family residence, which the City agrees will be 280 gallons for water and 262.5 gallons for wastewater for purposes of this Agreement.

“**Phase One**” means the master-planned residential development of the Property, which will include approximately 2,100 single family homes and garden homes, condominiums and residential cluster units, as well as park land, amenity centers with recreational facilities, and other improvements to serve the residential development. Phase One includes the construction of off-site and on-site utility facilities to be dedicated and conveyed to the City and other infrastructure adequate to serve Phase One consistent with this Agreement. Phase One may include multiple development phases for platting and construction purposes.

“**PID Area**” or, collectively, “**PID Areas**” means an improvement area or, collectively, the improvement areas within the Property, which are currently projected to be designated as PID Areas 1-7, inclusive. The final PID Areas within the Property will be determined at the time of City creation of the PID and, at that time, an exhibit depicting the approved PID Areas within the Property will be incorporated into this Agreement by written amendment of this Agreement, which will be recorded in the Official Public Records of Hays County, Texas.

“**Project Approvals**” means the land use and development standards applicable to Phase One, as set forth on **Exhibit “D” and Exhibit “D-1”**; all City approvals and variances, waivers and exceptions to the Applicable City Rules granted by the City or necessary for the development of the Property that are contemplated by or set forth in this Agreement; and all future regulatory approvals, variances, waivers and exceptions that are necessary for or are granted with respect to the development of the Property, including plat approvals and site development plan approvals, if applicable.

“**Public Improvements**” means all public improvement projects that benefit the Property and constitute Authorized Improvements under Section 372.003, *Texas Local Government Code*.

“**Reclaimed Water**” means domestic or municipal wastewater that has been treated to a quality suitable for a Type I Reclaimed Water Use pursuant to the requirements of the Commission under 30 *Texas Administrative Code* Section 210.

“**TCEQ**” means the Texas Commission on Environmental Quality or its successor entity.

“**Type I Reclaimed Water Use**” means the use of Reclaimed Water when contact between humans and the Reclaimed Water is likely.

“**Vesting Date**” means the effective date of the IDA: May 6, 2016.

**Section 1.03** **Other Definitions.** Any capitalized terms used but not defined in this Agreement will have the meanings given to them in the IDA or, if not defined in the IDA, the City Code.

## ARTICLE II. DEVELOPMENT MATTERS

**Section 2.01** **Development Standards and Other Project Approvals.** Because the Property will be developed within the City's ETJ, the City's zoning ordinances are not applicable to the Property; however, Owner agrees that the development of the Property will comply with the land use and development standards set forth on the attached **Exhibit "D"** (the "*Development Standards*") and the design guidelines attached as **Exhibit "D-1"** (the "*Design Guidelines*") and that builders within Phase One will be required to comply with the City's building code in effect on the Vesting Date, attached as **Exhibit "D-2"**. The City approves the development of the Property in accordance with the Project Approvals, including the Development Standards, Design Guidelines, and the Concept Plan; the Applicable City Rules; and this Agreement. This Agreement, including all exhibits hereto, will also serve as guidance for the review and approval of any additional waivers, variances, exceptions or other municipal authorizations not specifically included in this Agreement. If there is any conflict between the Applicable City Rules and the Project Approvals, the Project Approvals will control.

**Section 2.02** **De-annexation of Current City Limits Property.** The City acknowledges that it has deemed the IDA to constitute a petition to de-annex the Current City Limits Property pursuant to Section 1.07 of the City Charter. The City acknowledges receipt of such petition and agrees to proceed to de-annex the Current City Limits Property according to the schedule attached as **Exhibit "E"**.

**Section 2.03** **Realignment of Spine Road.** Owner and the City have agreed that it is in their mutual best interests that the spine road through the Property (the "*Spine Road*") be included in the City's corporate limits. The City previously annexed the proposed right-of-way for the Spine Road through the Property; however, the alignment of the Spine Road was reconfigured during the land-planning process and will now be as shown on the Concept Plan. Accordingly, the City agrees to de-annex the area shown on page 2 of **Exhibit "F"**, which will no longer be included in the right-of-way for the Spine Road, and Owner agrees to petition the City for annexation of the area shown on page 2 of **Exhibit "F"**, which will now be included in the right-of-way for the Spine Road as reconfigured. The City will proceed with the de-annexation and annexation contemplated by this Section in accordance with the schedule attached as **Exhibit "E"**.

**Section 2.04** **Contemplated Schedule of Initial Events.** The sequence of initial events contemplated by this Agreement is as follows:

(a) The City's and Owner's approval of this Agreement, including the City's approval of the Concept Plan;

(b) The finalization of a tri-party agreement between the City, Owner, and the County that provides, among other things, standards for maintenance of roadways within the County prior to annexation by the City;

(c) The City's annexation of the new Spine Road alignment;

(d) The City's de-annexation of the Current City Limits Property as described in **Exhibit "B"** and the prior Spine Road alignment;

(e) All legally required steps for the City to create the PID, approve the service and assessment plan for the Property, and authorize the issuance of related bonds and the levy of assessments; and

(f) Owner's submittal and the City's review and approval of preliminary plats, construction plans and final plats of the Property.

The events described in subsection (f) may occur concurrently with the events described in subsections (a) through (e). Owner may submit final plats and construction plans for Phase One for City review prior to City approval of a preliminary plan. The City agrees to use good faith, diligent efforts to respond to submittals and schedule hearings and meetings in a timely manner so that the events contemplated by this Section can be obtained in accordance with the schedule attached as **Exhibit "E"**.

#### **Section 2.05      Development; Phasing.**

(a) The City acknowledges that Owner may submit preliminary and final plats of the Property in multiple phases, and that the phases set forth on the Concept Plan or any preliminary plat may not reflect the portion of the Property that Owner will ultimately include in a particular final plat. Owner may include all or a portion of one or more phases reflected on the Concept Plan or on any preliminary plat within a final plat provided that the final plat is otherwise in accordance with the Concept Plan, the preliminary plat, and the Applicable City Rules.

(b) Although the Concept Plan sets forth the current development plan for the Property, the City acknowledges that, because the Property consists of a significant land area that will be developed in phases over a number of years, the actual development of the Property may ultimately vary from the Concept Plan due to changes in market conditions or other factors. Any preliminary plat or final plat may include variations from the Concept Plan, such as minor modifications of street alignments, minor changes in lot lines, or changes in the phasing of development and, provided that those changes do not increase the overall density of development of the Property over 2,100 LUEs or eliminate any Public Improvements required by this Agreement, those variations will constitute "minor changes" under this Agreement and will not require an amendment to the Concept Plan. Any such minor changes may be approved by the City's Director of Planning and will not require City Council approval. Any changes that are not minor changes will require City Council approval. No change or amendment to the Concept Plan will require an amendment of this Agreement.

**Section 2.06      Creation and Purposes of PID.**

(a) The City's requirements for approving the creation of a PID, as adopted by the City and in effect on the Vesting Date, are attached as **Exhibit "G"**. Owner agrees that, in consideration of this Agreement and the City's performance of its obligations hereunder, the additional PID requirements set forth on the attached **Exhibit "G-1"** will also apply to the PID created for the Blanco River Ranch. The City agrees that Owner may, at its option, elect to take advantage of any changes to the requirements set forth on **Exhibit "G"** adopted by the City after the Vesting Date that Owner determines are in the best interests of Phase One without forfeiting any vested rights under this Agreement. Subject to Owner's submittal of a petition and otherwise satisfying the applicable City PID creation requirements, the City agrees to cooperate with Owner in good faith and to take all action necessary to create the PID covering the Blanco River Ranch, incorporating the terms attached hereto as **Exhibit "H"**, in accordance with the schedule attached as **Exhibit "E"**; to designate the Property as separate PID Areas within the PID; to approve a service and assessment plan for such PID Areas; and to levy assessments and issue bonds to fund Public Improvements for Phase One. The PID bonds for the PID Areas within the Property will be secured by the levy and collection of special assessments against the PID Areas. The payment of the last PID bonds secured by special assessments within a PID Area constitutes a voluntary request for immediate annexation of that PID Area by the City.

(b) The purposes of the PID will include (a) to pay for the PID-qualified costs associated with the construction of on-site Public Improvements that are permitted under Chapter 372, *Texas Local Government Code*; (b) to pay for the PID-qualified costs associated with the construction of off-site Public Improvements that are permitted under Chapter 372, *Texas Local Government Code*; and (c) to reimburse the City for administrative and/or operational costs resulting from the creation and operation of the PID.

**Section 2.07      Signage and Landscaping on Public Rights-of-Way.** Owner is hereby authorized to install permanent signage and/or landscaping improvements meeting the standards set forth in the Design Guidelines attached as **Exhibit "D-1"** within portions of the City's public right-of-way in the locations generally depicted on the schematic plan attached **Exhibit "I"**. Owner agrees to comply with any license agreement that may be required under the Applicable City Rules for areas within the City's right-of-way; provided, however, that, any required license agreement may be assigned to a homeowners association ("**HOA**") formed for the administration of all or a portion of the Property and, upon such an assignment, Owner will be released from all obligations under the license agreement and the City will look solely to the HOA for the performance of all obligations thereunder.

**Section 2.08      Park Land Dedication and Park Improvements.** Phase One will be developed as a master-planned community with substantial park land, open space, greenbelts, trails, park improvements, and amenity center(s) as indicated on the Concept Plan. Owner agrees to provide park land, open space land and amenity areas and park improvements for Phase One as summarized on the attached **Exhibit "J"** and

to pay a park fee of \$150 per lot at the time of recordation of each final plat for Phase One. In addition, Owner agrees to dedicate ten acres of land out of the BRR Remainder for a river park amenity that will provide access to the Blanco River. The City acknowledges that such land, fees and improvements far exceed the applicable park land, park fee and park improvement requirements under the Applicable City Rules and therefore agrees that the private and public park land, open space, greenbelts, trails and improvements described on Exhibit "J" to be constructed, installed and provided by Owner and the park fees provided for by this Section will be accepted by the City in satisfaction of all City park land dedication, park improvement and park fee requirements for Phase One, and that no additional dedication of park land, provision of park improvements or payment of park-related fees will be required from Owner for the Property. The City expressly waives any right to require other or additional park land dedications, park improvements or park fees for the Property under the Applicable City Rules. Unless otherwise agreed by Owner and the City, all park land within the Property will be dedicated in parcels as the adjacent residential property is final platted.

### **ARTICLE III. PUBLIC IMPROVEMENTS**

**Section 3.01**     Public Improvements, Generally. Owner will construct and install or cost-participate in the construction and installation of certain Public Improvements that are necessary for the City to provide water and wastewater service to the Property and in the construction and installation of certain road and transportation improvements; landscaping, lighting and signage improvements; park land dedications and park improvements; drainage improvements; and other Public Improvements in connection with the development and improvement of the Property. The City agrees to reimburse Owner for all sums advanced and paid by Owner for such Public Improvements through bonds issued by the PID to the maximum extent permitted by Chapter 372, *Texas Local Government Code*, and this Agreement.

**Section 3.02**     Park Land and Park Improvements. All park land provided by Owner, all park and recreational improvements that are open to the public, and all related infrastructure provided by Owner will constitute Public Improvements for which Owner will be reimbursed through the issuance of PID bonds as provided in Section 3.01. Owner will not be reimbursed for any park and recreational improvements not open to the public.

**Section 3.03**     Roadways and Transportation Improvements. The City and Owner agree that the roadways and transportation improvements set forth on the attached Exhibit "K" constitute Public Improvements that will be funded through the issuance of PID bonds as provided in Section 3.01. In consideration of Owner's dedication of land for and construction of the roadways and transportation improvements listed on Exhibit "K", the City agrees that Owner will not be required to construct or cost-participate in any other offsite transportation improvements for the Property and will not be required to provide a traffic impact analysis for the Property. Owner will not be reimbursed for any roadway improvements not open to the public.

**Section 3.04**     **Inspections.** Following City approval of each plat of a portion of the Property and prior to the commencement of construction, Owner will give written notice to the Director of Public Works in order to allow the City to assign an inspector. Within the City's incorporated city limits, the City will inspect street, water and wastewater, and drainage Public Improvements and collect related inspection fees. Within the City's ETJ, the City will inspect water and wastewater Public Improvements only and collect related inspection fees.

**ARTICLE IV.**  
**WATER AND WASTEWATER SERVICES, GENERALLY**

**Section 4.01**     **Service Level.** Subject to the terms and conditions set forth herein, the City commits and agrees to provide retail water and wastewater service to the Property, as and when required by Customers within Phase One and/or for development of the Property, in an aggregate amount not to exceed 2,100 LUEs, at flow rates and pressures and in quantities, including fire flow, sufficient to meet the minimum requirements of the TCEQ, in the same manner and on the same terms and conditions as the City provides service to similarly situated retail customers inside its corporate limits. The City confirms that it currently has and will maintain an adequate raw water supply and water treatment and wastewater treatment capacity to meet its service obligations, including its obligations under this Agreement. Subject to Owner's performance of its obligations hereunder, the City will plan for, permit and construct any improvements to the City's Water System and the City's Wastewater System, including its treatment facilities, necessary to provide water and wastewater services to the Property as and when contemplated by this Agreement.

**Section 4.02**     **Planning and Coordination.** The City will plan for and manage its overall utility service obligations, including its obligations under this Agreement. The City will coordinate and collaborate with Owner and other developers and landowners with land in the area of the Property in order to maximize the efficiency and cost effectiveness of the City's provision of services, provide certainty as to the availability of services, and minimize the duplication of facilities, including requiring oversizing of planned water and wastewater lines and facilities as necessary to provide services to the Property as contemplated by this Agreement in an economical and timely manner.

**Section 4.03**     **Modifications of City Regulations.** If the City modifies: (i) the definition of an LUE from the definition contained in this Agreement; (ii) water pressure requirements for service connections within Phase One; (iii) fire flow requirements; or (iv) any other aspect of the City's water and wastewater service standards, the City will be responsible for the timely design and construction of any modifications to the City's Water System and/or the City's Wastewater System necessary for the City to meet its water and wastewater service obligations under this Agreement, unless the modification required due to an increase in the LUEs required by Owner for Phase One or is mandated by Federal or State law or regulation. If any modification is required by Federal or State law or regulation, the Parties will cooperate in order to

provide for the required modifications while preserving, to the maximum extent possible, the benefits of the Parties' agreements hereunder.

**Section 4.04 Quality of Water Delivered to Customers.** All water delivered by the City hereunder will be potable water of a quality, volume and pressure conforming to the requirements of all applicable Federal and State laws, rules, regulations and orders applicable to water for human consumption and other domestic uses; provided, however, that temporary excursions from such requirements that may occur from time to time will not give rise to a claim for breach of this Agreement, provided that the City complies with all notice and other requirements applicable to the excursion under the rules of the TCEQ and any other regulatory entity with jurisdiction, and corrects the cause of the excursion within a reasonable time.

**Section 4.05 Curtailments, Conservation Restrictions, and Environmental.**

(a) The City may curtail or limit service to Customers within Phase One in the same manner that service is curtailed or limited to similarly situated customers within the City's incorporated limits, but to no greater extent, unless the curtailment or rationing is required by law or a State or Federal regulatory authority with jurisdiction over the City's delivery of water or wastewater service, is adopted in response to an order or finding by a State or Federal regulatory authority with such jurisdiction, or the curtailment is authorized by Subsection b., below.

(b) If, during the term of this Agreement, the City becomes unable to provide adequate water or wastewater services to its Service Area due to an Emergency or shortage of water supply, production, treatment, storage or transportation capability in the City's Water System or the City's Wastewater System, or if modifications, improvements, or repairs to the City's Water System or the City's Wastewater System are necessary in order to maintain or improve the level of service to the City's customers, then the City will have the right to curtail or limit service to Customers within Phase One for the same time period and on the same basis as service is curtailed or limited to similarly situated customers within the City's incorporated limits. The City agrees to provide the Customers with notice of any proposed curtailment or limitation as soon as reasonably practicable. In the event of an Emergency, the priority of and the restrictions on usage will be the same as those established from time to time for customers within the City's incorporated limits. Notwithstanding anything herein to the contrary, if it is ever determined by any governmental or regulatory authority with jurisdiction that provision of water and/or wastewater services by the City under this Agreement or the curtailment or limitation of water or wastewater services by City to any of its customers, including the Customers, is in violation of applicable law, then the City, after giving reasonable notice to the Customers and providing an opportunity for consultation, may take such action as will best effectuate this Agreement and comply with applicable law. Owner will include written notice to all future Customers that they will be required to comply with the City's water conservation and use restrictions and the City will have the right to curtail or limit service to Customers for the same time period and on the same basis as service is curtailed or limited to similarly situated

customers within the City's incorporated limits due to an Emergency or shortage of water supply through including such notice in the restrictive covenants applicable to the Property, which will be recorded in the Official Public Records of Hays County, Texas.

(c) All Customers that receive water service from the City will be required to comply with the City's water conservation and use restrictions and ordinances in the same manner and to the same extent as customers located within the City's incorporated limits. All Customers with a connection to the City's Water System, including property owners, lessees and lessors, will be subject to all of the City's rights and remedies, including fines, fees, interruption of service and disconnection of service, for any failure to comply with any applicable water conservation or use restriction or ordinance.

(d) Any Industrial Waste received by the City from Customers will be subject to the provisions of the City's Industrial Waste Ordinance, as adopted and amended by the City Council from time to time and uniformly applied throughout the City's Service Area.

**Section 4.06** **Nondiscrimination.** Water and wastewater service provided to the Customers by the City will be nondiscriminatory and consistent with City's policies, tariffs and regulations applicable to customers of the City's Water System and the City's Wastewater System located within the City's incorporated limits, as such policies, regulations and tariffs may be amended from time to time in accordance with applicable law.

## ARTICLE V. WATER AND WASTEWATER FACILITIES

**Section 5.01** **Approval of Water Facilities Plan and Wastewater Facilities Plan; Design Requirements.** The City approves the Water Facilities Plan attached as **Exhibit "L"** and the Wastewater Facilities Plan attached as **Exhibit "M"** for the Property. The City confirms and agrees that, except as set forth on the attached **Exhibits "L" and "M"** or as otherwise provided in this Agreement, Owner will have no obligation to construct, cost participate in, and/or oversize any Internal Facilities, Connecting Facilities or Offsite Facilities. The foregoing notwithstanding, if Owner materially modifies its development plan for Phase One in a manner that increases the level of service required for Phase One above 2,100 LUEs, then Owner may be required to construct any additional or oversized facilities that are required to serve the additional LUEs.

**Section 5.02** **Initial Water Service.** The City agrees to provide 500 LUEs of initial water service for Phase One through the City's existing water main located on Old Stagecoach Road, as depicted on the Water Facilities Plan, subject to Owner's construction of any required Internal Facilities and any Connecting Facilities necessary to connect to the water main. No additional facilities will be required for this initial 500 LUES of water service.

**Section 5.03      Permanent Water Service.**

(a) The City has entered into a Retail Water and Wastewater Services Agreement dated September 20, 2016 (the "Anthem Contract") with Mountain City 150 LP ("MC 150") under which MC 150 has agreed to construct an elevated water storage tank with a capacity of approximately 2.039 million gallons (the "Anthem Storage Tank"). The Anthem Contract also provides that, in connection with the construction of the Anthem Storage Tank, MC 150 will construct a water line from the Anthem Storage Tank to the main entryway into the MC 150 development (the "Anthem Water Main") and a water line from the main entryway along FM 150 to a point of connection with the City's Water System, as depicted on the Water Facilities Plan (the "FM 150 Water Main"). The City agrees to require MC 150 to oversize the Anthem Water Main from 12 inches to 16 inches.

(b) Provided that MC 150 commences the construction of the Anthem Storage Tank, the Anthem Water Main (oversized to 16 inches) and the FM 150 Water Main (collectively, the "Anthem Facilities") on or before the time that 350 LUEs of water service have been connected within the Property and completes the construction of the Anthem Facilities on or before June 30, 2019, Owner agrees to advance and pay a pro-rata portion of the cost of the Anthem Storage Tank, based on 2,100 LUEs out of 4,221 LUEs being reserved for the Property, and the incremental cost of oversizing the Anthem Water Main from 12 inches to 16 inches (the "Phase One Cost Share"), subject to Owner's right to reimbursement as provided in Section 7.05, below.

(c) The City agrees that, if MC 150 has not sooner commenced the design and construction of the Anthem Facilities, the City will give written notice to MC 150 under the Anthem Contract to proceed with the design and construction of the Anthem Facilities at such time as 250 LUEs of water service have been connected within the Property. If MC 150 has not (i) commenced construction of the Anthem Facilities at such time as 350 LUEs of water service have been connected within the Property, or (ii) completed the construction on or before June 30, 2019, the City agrees that Owner will have the right to proceed as provided in Subsection (d). in lieu of any cost participation in the Anthem Facilities.

(d) If the Anthem Facilities are not commenced and completed as provided in Subsections (b) and (c), Owner may proceed with the design and construction of alternative facilities consisting of a 12-inch water line to be constructed in the FM 150 right-of-way from a point of connection to the City's existing 12-inch water line at the intersection of FM 150 and Old Stagecoach Road to a booster pump station to be constructed at the location depicted on the Water Facilities Plan (the "Alternative Facilities"). The proposed booster pump station will include a connection to allow the future extension of the 12-inch water line to the west and the water line will also be extended to the south, to the site of a future, approximately 580,978 gallon elevated storage tank to be constructed at the location depicted on the Water Facilities Plan. If these Alternate Facilities are designed and constructed by Owner, the City agrees that Owner's costs will be reimbursed to Owner as provided in Section 7.05, below

**Section 5.04 Initial Wastewater Service.** The City agrees to provide 286 LUEs of initial wastewater service for Phase One through the City's existing 8-inch gravity main located in Old Stagecoach Road as depicted on the Wastewater Facilities Plan, subject to Owner's construction of any required Internal Facilities and the Connecting Facilities to the gravity main. No additional facilities will be required for this initial 286 LUES of wastewater service.

**Section 5.05 Permanent Wastewater Service.** To provide wastewater service to Phase One in excess of 286 LUEs, the City agrees to complete the construction of an appropriately sized gravity interceptor along Elliot Branch as depicted on the Wastewater Facilities Plan (the "Elliot Branch Interceptor") on or before June 30, 2019. In order to connect to the Elliot Branch Interceptor, Owner agrees to construct a lift station sufficient to serve 1,814 LUEs (the "Phase One Lift Station") as depicted on the Wastewater Facilities Plan and a six-inch force main along Cypress Road from the Phase One Lift Station to the Elliot Branch Interceptor as depicted on the Wastewater Facilities Plan. Owner further agrees that the Phase One Lift Station will be constructed on a site that is sufficient to accommodate the expansion of the Phase One Lift Station to serve up to an additional 2,200 LUEs in the future. The City acknowledges that Owner is relying on the City's timely completion of the design of, easement acquisition for, and construction of the Elliot Branch Interceptor in order to make permanent wastewater service in excess of 286 LUEs available as and when required for Customers within Phase One and/or for the development of the Property. Accordingly, the City agrees that, if the Elliot Branch Interceptor is not complete and available to provide wastewater service to the Property on or before June 30, 2019, the City will provide pump-and-haul wastewater service as needed for connections within the Property until the Elliot Branch Interceptor is completed, accepted by the City, and placed into service. Pump-and-haul service will be provided by the City contracting to have all wastewater that is delivered from Customers within the Property to the Phase One Lift Station pumped from the Phase One Lift Station wet well and transported off the Property for treatment and disposal. All costs associated with this pump-and-haul service will be borne by the City; however, the Customers within the Property receiving wastewater service through the pump-and-haul program will be required to pay all usual and customary City wastewater service fees and rates.

**Section 5.06 City's Supply and Owner's Use of Reclaimed Water.** Provided that the City extends Reclaimed Water facilities to a point at the intersection of the Spine Road and Old Stagecoach Road within Phase One as depicted on the Water Facilities Plan and makes Reclaimed Water available to Phase One for irrigation purposes, Owner agrees to use Reclaimed Water for irrigation within open space areas, medians, and landscaping within the right-of-way for the Spine Road within the Property where such use is economically feasible. Owner will not be required to install transmission pipelines for Reclaimed Water in the right-of-way of any roadways within Phase One that are constructed prior to the date that the City makes Reclaimed Water services available to Phase One, but will install Reclaimed Water distribution pipelines (commonly referred to as "purple pipe") in areas of the right-of-way of the Spine Road and collector roads within Phase One where irrigation is required.

**ARTICLE VI.  
CONSTRUCTION, OPERATION AND MAINTENANCE**

**Section 6.01**      **Owner's Obligation for Design and Construction.** Owner, at its cost and expense, but subject to Owner's right to receive reimbursements as provided in this Agreement, will construct or cause to be designed and constructed or will cost-participate in the design and construction of the Internal Facilities, Connecting Facilities and Offsite Facilities that are described in the Water Facilities Plan (the "Water Facilities") and in the Wastewater Facilities Plan (the "Wastewater Facilities") and this Agreement.

**Section 6.02**      **Oversizing.** The City reserves the right to request Owner to oversize Water Facilities, including elevated tanks, storage tanks, pumping stations, vaults, and transmission lines, and Wastewater Facilities, including lift stations, force mains, and gravity collection lines, subject to the requirements of this Section. If the City requests oversizing of any of such facilities beyond the sizes specified in the Water Facilities Plan and/or Wastewater Facilities Plan, then, provided that accommodating such request would not result in a delay in the timing of construction of any facilities required for service to Phase One or require Owner to advance any additional costs, Owner agrees to negotiate with the City in good faith in order to accommodate the City's request. For any requested oversizing, Owner will be responsible for Owner's portion of the cost of the design, permitting and construction of the facility sized as shown on the Water Facilities Plan or Wastewater Facilities Plan, as applicable, and the City will be responsible for the City's incremental portion of the cost of the design, permitting and construction of the facility as oversized. The costs and capacities of any oversized facility will be allocated based on engineering estimates. For example, if a 10-inch line is necessary to serve Phase One, and the City requests that Owner construct a 15-inch line, then the City will be required to advance and pay the incremental cost associated with increasing the line from 10" to 15" and the incremental cost will be determined based on the difference between an engineering cost estimate for the construction of a 10" line, and an engineering cost estimate for construction of a 15" line. The incremental cost will be determined, in good faith, by the City Engineer. Owner will maintain its allocated capacity in any facility that is oversized based on the size of facility as originally planned.

**Section 6.03**      **Design; Plan Approval.** All Water Facilities and Wastewater Facilities will be designed and constructed in accordance with Applicable City Rules as well as any applicable regulations of the TCEQ. The plans and specifications will be subject to review and approval by the City prior to the commencement of construction, and the City will be entitled to collect its standard review fees in accordance with applicable City policies, as modified by this Agreement. The City agrees to review all plans and specifications submitted on a timely basis and, if the City disapproves any submitted plans, it will provide a written explanation of the basis for such disapproval.

**Section 6.04**      **Utility Design Guidelines.** The utility design guidelines attached as **Exhibit "N"** will apply to water and wastewater facilities within Phase One.

If any of the guidelines attached as Exhibit "N" conflict with otherwise applicable City requirements, the design guidelines on Exhibit "N" will control.

**Section 6.05 Construction Contracts, Insurance and Bonds.** All contractors selected by Owner for the Water Facilities and Wastewater Facilities will be required to provide performance and payment bonds in the amount of the contract price. Each construction contract must require the contractor to provide insurance in amounts customary for similar projects, naming Owner and the City as additional insureds, and a contractor's warranty of the work and materials for a period of two years from the date of completion. Owner must provide City with a copy of each construction contract, a copy of the required performance and payment bonds, and a certificate evidencing the required insurance before notice to proceed is given to the contractor. The City will have the right to stop work by a contractor if the contractor starts work before Owner complies with the requirements of this Section, and the City will have no liability to Owner or any contractor for any claims or causes of action arising from any properly issued stop-work order.

**Section 6.06 Easement Acquisition.**

- (a) **Use of City Easements.** The City hereby grants to Owner the license and right to use the use any City rights-of-way, sites or easements that may be reasonably necessary for construction of the Water Facilities and/or the Wastewater Facilities, or for Owner to perform its obligations under this Agreement; provided, however, that the City has approved the plans and specifications for and the location of the facilities in question.
- (b) **Easements from Third Parties.** The City acknowledges that the Water Facilities and Wastewater Facilities, and any easements required for such facilities, are necessary in order for the City to provide water and wastewater services to the Property as contemplated by this Agreement and that there exists a public necessity for the construction of the Water Facilities and Wastewater Facilities. Accordingly, the City agrees to cooperate with Owner to facilitate Owner's acquisition of any necessary easements from third parties.
- (c) **Use of Condemnation.** If Owner is unable to obtain any easement required for the Water Facilities and/or Wastewater Facilities that are located outside of the Property through good faith negotiation, Owner may request that the City proceed with the acquisition of the easement through condemnation, in compliance with applicable law. The City agrees to consider any such request within 60 calendar days and, provided that the City Council finds that the requested easement is necessary to accomplish a public purpose, the City Council may elect to exercise the City's power of eminent domain to acquire the requested easement. The Parties agree to cooperate in order to enable Owner to proceed with construction within any easement being acquired by the City under this Section at the earliest time lawfully permitted. Owner agrees to reimburse the City for any out-of-pocket costs incurred for the acquisition of an easement under this Subsection, whether by condemnation or conveyance in lieu thereof;

provided, however, that, if the easement in question is required for facilities that will serve land in addition to the Property, Owner will only be required to reimburse the City for its proportionate share of such costs, determined based on LUEs. Owner will be entitled to receive reimbursement for any costs paid or reimbursed by Owner for easement acquisition out of the proceeds of the PID bonds.

**Section 6.07 Construction of Water and Wastewater Facilities.**

(a) Owner may begin construction of the Internal Facilities located within a portion of the Property after City approval of the preliminary plat covering that portion of the Property and the City Engineer's approval of the related plans and specifications. All Water Facilities and Wastewater Facilities must be constructed in strict accordance with the plans and specifications approved by the City's Engineer.

(b) Owner's engineer will provide construction observation services during construction of all Water Facilities and Wastewater Facilities and, upon completion of construction, will provide the City with a signed and sealed certificate of completion stating that construction of the Water Facilities and/or Wastewater Facilities in question was accomplished in substantial accordance with the plans and specifications approved by the City's Engineer.

**Section 6.08 Conveyance, Ownership, Operation, and Maintenance of Water Facilities and Wastewater Facilities.** Upon completion of construction and City acceptance of each phase of the Water Facilities and Wastewater Facilities, Owner will promptly convey those facilities to the City, subject to the City's obligation to provide service as provided in this Agreement and the Owner's right to reimbursement out of PID bonds. Any conveyance contemplated by this Agreement will be subject to a reservation of capacity in the facilities in question as required to serve Phase One, but Owner will have no right to any excess capacity created by oversizing or any capacity in excess of 2,100 LUEs. At the time of conveyance, Owner will assign the City all contractor's warranties, guarantees and payment and/or performance bonds related to the facilities conveyed. The City agrees that its acceptance of such facilities and the related assignments will not be unreasonably withheld, conditioned, or delayed. Upon such conveyance and acceptance, the City agrees to operate and maintain such facilities to provide service to Customers within Phase One and/or for development of the Property in accordance with this Agreement.

**Section 6.09 Record Drawings.** Following completion of each phase of the Water Facilities and/or Wastewater Facilities, Owner's engineer will provide one set of record drawings of those facilities to the City. Owner will use good faith efforts to obtain and furnish such drawings to the City within 30 days of the date of the City's acceptance of the facilities in question. Owner's engineer will also obtain GPS/GIS data captured in the field for the material, size, location and depth of all lines, valves and manholes as such facilities are being constructed and deliver such data to the City's mapping division with the record drawings.

**Section 6.10**      **Initiation of Retail Service.** The City will initiate retail service, whether for temporary water service for construction purposes or for water service to a home or business within Phase One, upon receipt of the City's standard application for service and the applicant's compliance with the requirements for such service, including performance of required inspections and payment of standard inspection fees, service initiation fees, and deposits.

**ARTICLE VII.  
FEES AND FINANCIAL MATTERS**

**Section 7.01**      **City Fees.** Except as otherwise provided in this Agreement, the City's standard water and wastewater Impact Fees, rates, charges, and other fees, including engineering review and inspection fees, that are applicable within the City's incorporated limits will be applicable to facilities constructed, connections made, and services provided within the Property. Since the County does not have building code authority or building inspectors and the Project is receiving a special benefit to develop residential uses outside of the City's corporate limits, builders within the Project will be subject to compliance with the provisions of the City's building code in effect on the Vesting Date, as set forth on the attached **Exhibit "D-2"**, and will be required to pay the City's standard building inspection fees.

**Section 7.02**      **Impact Fees.** Section 7.01 hereof notwithstanding, for the first 300 lots platted out of the Property, the water and wastewater Impact Fees will be those fees in effect as of the Vesting Date, \$2,216 per LUE for wastewater and \$2,115 for water, as provided in this Section. Owner agrees to pre-purchase the 300 wastewater Impact Fees vested at the amount of \$2,216 per LUE on or before March 31, 2018 and to purchase an additional 400 wastewater Impact Fees at the amount of \$2,826 per LUE on the first to occur of (i) the City's approval of the final plat or plats including first 300 lots within Phase One, or (ii) March 31, 2020. After the water and wastewater Impact Fees described in the preceding sentences of this Section are applied by Owner, the Impact Fees payable for the remainder of Phase One will be adjusted to the City's Impact Fees in effect at the time of City approval of each subsequent final plat out of the Property and will be payable by the homebuilders at the time of the City's issuance of each residential building permit for lots within those platted sections, as required by Section 7.01. The Impact Fees prepaid by Owner under this Section will not be eligible for reimbursement out of PID bonds.

**Section 7.03**      **Adjacent Streets Fee.** In consideration of Owner's improvement of Old Stagecoach Road along the perimeter boundary of the Property at an estimated costs of \$1,200,000 and participation in the construction of the Spine Road, the City's Adjacent Streets Fee for Phase One is waived, and Owner will not be required to pay any "Adjacent Streets Fee", "perimeter road fee", "road mile fee" or similar fee for Phase One.

**Section 7.04**      **Reimbursements.** The City agrees to reimburse Owner for all eligible costs that are permitted under Chapter 372, *Texas Local Government Code* for the Internal Facilities, Connecting Facilities, City Facilities and Offsite Facilities and/or

Owner's cost participation in such facilities through the PID bonds. Eligible costs will include, but not be limited to, engineering and legal fees, costs of easement and access acquisition, costs of design, permitting and inspection, and construction costs, including the costs of required utility extensions, screening and landscaping. The costs and capacity of any oversized facilities will be allocated, per Section 6.02 above, to Owner and the City and/or a third party that will utilize the additional capacity, and the City or third party will be required to advance its share of the costs of such oversizing.

**Section 7.05** **City's Allocation of Net PID Bond Proceeds.** The City will be entitled to receive 10% of the net proceeds of the PID bonds issued by the City for Public Improvements benefitting Phase One (the "City Allocation") either in the form of a payment at the time of funding of such bond issue or, if Owner advances costs of water and wastewater treatment plant Public Improvements including costs for the Phase One Cost Share of the Anthem Storage Tank and the Anthem Water Main, or the Alternative Facilities, as defined in Section 5.03, as provided below in this Section 7.05, through Owner's advancing costs of or completion and conveyance of such Public Improvements to the City at no cost to the City.

(a) The City agrees to defer the City Allocation that would otherwise be payable to the City out of the proceeds of the first issuance of PID bonds (the "Deferred Initial Allocation") and, accordingly, no portion of the proceeds of that first bond issuance will be paid to the City; however, at the time of second issuance of PID bonds, the City will, subject to subsection (b), below, receive the City Allocation payable out of the proceeds of those bonds, plus an amount equal to the Deferred Initial Allocation, subject to Subsection (c), below.

(b) At the time of the second issuance of PID bonds, the City will be entitled to receive a City Allocation of \$1,500,000 in City Allocations for use by the City for water treatment and wastewater treatment plant Project Improvements. The foregoing notwithstanding, if the second issuance of PID bonds has not occurred on or before March 31, 2020, the Owner agrees to advance the sum of \$1,200,000 to the City for use for wastewater treatment plant Project Improvements and any such advance (the "Allocation Credit") will be credited against and reduce the \$1,500,000 in City Allocation(s) otherwise payable out of the second issuance of PID bonds and, therefore, the City will receive the remaining \$300,000 out of the second issuance of PID bonds. The Owner will be entitled to reimbursement for the Allocation Credit, if advanced, out of the proceeds of subsequent issuances of PID bonds.

(c) After the City has received \$1,500,000 in City Allocations (or, if Owner advances the Allocation Credit under Subsection (b), above, the Allocation Credit plus an additional \$300,000 City Allocation), the City Allocation(s) out of the next PID Bond issuance or issuances will be paid to Owner to reimburse Owner for the Allocation Credit, the Phase One Cost Share of the Anthem Storage Tank and the Anthem Water Main, if advanced by Owner as provided in Section 5.03(b), or, if applicable, the cost of the Alternative Facilities described in Section 5.03(d).

(d) After Owner has been reimbursed for the Allocation Credit, the Phase One Cost Share of the Anthem Storage Tank and the Anthem Water Main, or the Alternative Facilities, as applicable, the City will utilize the next City Allocation(s) paid to the City for reimbursement of the City's costs of construction of the Elliot Branch wastewater interceptor and, thereafter, for the reconstruction of Old Stagecoach Road as a two lane road with bike lane within existing right of way from FM 2770 to the roundabout at the entrance of Phase One and for related intersection improvement.

(e) After the City's completion of the Old Stagecoach Road improvements described in (d), above, additional City Allocations may be utilized by the City for any other public purpose. If, however, the County funds the reconstruction of Old Stagecoach Road as described in Subsection (e), then the portion of the City Allocation that would otherwise have been utilized for that reconstruction may be utilized by the City for any other public purpose.

## **ARTICLE VIII. OTHER DEVELOPMENT MATTERS**

### **Section 8.01 Interlocal Cooperation.**

(a) Pursuant to the City's interlocal agreement with the County, the City will be the common point of contact for submittals for approvals for Phase One, however, Owner will be subject to payment of all applicable County review fees.

(b) The City will cooperate with Owner to facilitate Owner's obtaining a license agreement from the County that will allow landscaping, signage and related improvements in any rights-of-way and medians for collector roads and the portion of FM 150 within Phase One that is owned by or under the jurisdiction of the County.

(c) The City will cooperate with Owner to negotiate and enter into a tri-party agreement between the City, Owner and the County confirming utility assignments and maintenance obligations within any rights-of-way owned by or under the jurisdiction of the County within Phase One. Final approval of this Agreement by the City will be conditioned upon the approval and execution of such tri-party agreement by the City, the County and Owner.

**Section 8.02 Owner's Right to Continue Development.** In consideration of Owner's agreements hereunder, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose (a) any moratorium on building or development within the Property, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, or other necessary approvals, within the Property unless the moratorium is mandated by an agency of the State of Texas or the United States, or is applicable to the City in its entirety. The City may impose temporary moratoria provided that any such moratorium is applicable to the City's entire jurisdiction and is due to an emergency constituting an imminent threat to the public health or safety,

provided that any such moratorium may continue with respect to the Property only during the duration of the emergency.

**ARTICLE IX.  
REPRESENTATIONS AND WARRANTIES**

**Section 9.01      Representations and Warranties of Owner.**

- (a) **Organization and Good Standing.** Owner is a duly organized and validly existing limited partnership with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all of its obligations under this Agreement for the Property.
- (b) **Authority; No Conflict.** This Agreement constitutes a legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms. Owner has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement with respect to the Property.

**Section 9.02      Representations and Warranties of the City.**

- (a) **Organization and Good Standing.** The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all of its obligations under this Agreement.
- (b) **Authority; No Conflict.** This Agreement constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

**ARTICLE X.  
AUTHORITY; FRUSTRATION OF PURPOSE**

**Section 10.01      Legal Authority.** This Agreement is entered into under, among other authority, the statutory authority of Sections 42.042 and 212.172, *Texas Local Government Code*. Subject to compliance with the terms of this Agreement, the Parties intend that this Agreement guarantee the continuation of the extraterritorial status of the Property for the period of time provided in this Agreement; provide for Public Improvements and other infrastructure to serve the Property; and provide other lawful terms and considerations relating to the Property. The City acknowledges that the IDA constituted an application by Owner for the subdivision and development of the Property, initiated the subdivision and development permit process for the Property, and constitutes a development plan as provided in Section 212.172, *Texas Local*

*Government Code*. Subject to the terms and conditions of this Agreement, the City confirms, acknowledges and agrees that Owner has vested authority to develop the Property in accordance with the Applicable City Rules, as modified by Phase One Approvals, notwithstanding subsequently adopted ordinances, rules or regulations, or changes or modifications to the City Code or the City's ordinances, rules and regulations, which will only be applicable to the extent allowed by Chapter 245, *Texas Local Government Code* (the "*Vested Rights*"). If there is any conflict between the Applicable City Rules and the terms of this Agreement, the terms of this Agreement will control.

**Section 10.02 Negotiated Development Procedures**. Owner has voluntarily elected to enter into and accept the benefits of this Agreement, which include the certainty and assurance of the development and use of the Property in accordance with this Agreement; the establishment and confirmation of the regulations applicable to the development of the Property; and the water and wastewater services that will be made available to the Property pursuant to the terms of this Agreement. Owner has voluntarily agreed to pay certain fees, and to facilitate, among other things, the construction of Offsite Facilities and other Public Improvements that may exceed the requirements that would be applicable to the Property if Owner had elected to follow standard City development procedures. The City will benefit from this Agreement by virtue of its control over the development standards for the Property and the extension of its water and wastewater systems as provided by this Agreement. The parties agree that development of the Property will be best accomplished through this Agreement and that such development will substantially advance the legitimate interests of the City. The City, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.

**Section 10.03 Frustration of Purpose**. If any word or other part of this Agreement is affected, in whole or in part, as a result of amendments to the underlying statutory authority for this Agreement or a final judicial decree for which all appeals have expired or been exhausted, or if the Texas Legislature amends State law in a manner that limits or curtails any right or obligation of the Parties under this Agreement, then the Parties acknowledge that the purpose of this Agreement may be frustrated. In such case, the Parties agree to work in good faith to amend this Agreement so that the purpose of this Agreement may be fully realized.

**Section 10.04 Cooperation**. The City and Owner agree to execute such further documents or instruments as may be reasonably necessary to evidence their agreements hereunder. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, then to the extent permitted by law, the City and Owner agree to cooperate in the defense of such suit or claim and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

**ARTICLE XI.  
DEFAULT AND REMEDIES FOR DEFAULT**

**Section 11.01**     **Default; Notice of Default; Opportunity to Cure.** If a Party defaults in the performance of any obligation under this Agreement, the non-defaulting Party may give written notice to the other Party specifying the alleged event of default and extending to the defaulting Party 30 days from the date of the notice in order to cure the default complained of or, if the curative action cannot reasonably be completed within 30 days, 30 days to commence the curative action and a reasonable additional period, not to exceed 90 days, to diligently pursue the curative action to completion.

**Section 11.02**     **Dispute Resolution.** If any default is not cured within the curative period specified in Section 11.01, the Parties agree to use good faith, reasonable efforts to resolve any dispute among them by agreement, including engaging in mediation or other non-binding alternative dispute resolution methods, before initiating any lawsuit to enforce their respective rights under this Agreement. The Parties will share the costs of any alternative dispute resolution method equally.

**Section 11.03**     **Legal or Equitable Remedies.** If the Parties are unable to resolve any dispute through alternative dispute resolution methods, a non-defaulting Party will have the right to pursue all remedies existing at law or in equity. The Parties acknowledge that a default in the performance of the City's obligations hereunder could not be adequately compensated in money damages alone and that the curtailment or discontinuance of water and/or wastewater service to a residential subdivision is often an unattainable remedy because of the potential threat to the health, safety, and welfare and property of the residents of the subdivision; therefore, the City agrees, in the event of any default on its part as admitted by City or adjudicated by a Court as part of any proceeding in which Owner pursues legal or equitable remedies, that Owner will have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies that may also be available.

**Section 11.04**     **Non-Waiver.** Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party will have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. The Owner acknowledges and agrees that the City is a governmental entity engaging in a governmental function. By entering into this Agreement the City does not waive its governmental immunity, except as provided by Section 271.152, *Texas Local Government Code*.

**Section 11.05**     **Applicable Law and Venue.** The construction and validity of this Agreement will be governed by the laws of the State of Texas (without regard to conflicts of law principles). Venue for any dispute arising from or related to this Agreement will be in a Hays County, Texas State District Court in accordance with the Texas Civil Practice and Remedies Code.

**Section 11.06**     **Reservation of Rights.** To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges and immunities under applicable laws.

**ARTICLE XII.  
MISCELLANEOUS PROVISIONS**

**Section 12.01**     **Amendments to Agreement.** This Agreement may be amended only by a written agreement signed by the City and Owner.

**Section 12.02**     **Term and Termination.** The term of this Agreement will commence on the Effective Date and continue until the first to occur of (i) 45 years from the Effective Date; (ii) the date all of the Property is annexed by the City pursuant to the terms of this Agreement, which the City confirms and agrees will not occur until all PID bonds that are to be repaid through assessments against the Property have been issued and repaid in full, and there are no further PID assessments against the Property; or (iii) written agreement of the Parties. Upon termination of this Agreement, the Parties agree to execute and record in the Official Public Records of Hays County, Texas, a document confirming the termination of this Agreement. In no event will any termination of this Agreement entitle the City to terminate water and/or wastewater service to any existing Customer, or to refuse service for a connection for which an Impact Fee has been paid.

**Section 12.03**     **Agreement Binds Successors and Runs with the Property.** Within ten business days after the Effective Date, this Agreement will be recorded by Owner in the Official Public Records of Hays County, Texas and a copy of this Agreement complete with recording information will be provided to the City's City Secretary. This Agreement will bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement will constitute covenants running with the land comprising the Property and be binding upon Owner, its successors and assigns. The foregoing notwithstanding, as provided in Section 212.172(f), *Texas Local Government Code*, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except as to any land use and development regulations and City fees provided for by this Agreement that may apply to a specific lot developed out of the Property.

**Section 12.04**     **Force Majeure.** If any Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement other than an obligation to pay or provide money, the obligations of that Party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, will be suspended during the continuance of the inability to the extent provided above, but for no longer period. The cause, as far as possible, must be remedied with all reasonable diligence; however, the settlement of strikes and lockouts will be entirely within the discretion of the Party affected, and the requirement that any Force Majeure be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties if settlement is unfavorable to it in the judgment of the affected Party.

**Section 12.05     Owner Assignment of Agreement.**

(a) Owner's rights and obligations under this Agreement may be assigned, in whole or in part, by Owner to one or more purchasers of all or part of the Property. Except as provided in Subsection (b), the City Council must first approve and consent to any such assignment by Owner, which consent will not be unreasonably withheld, conditioned or delayed. Any assignment must be in writing, specifically set forth the assigned rights and obligations and be executed by Owner and the proposed assignee. A copy of the executed assignment document must be provided to the City.

(b) The City hereby expressly approves and consents to Owner's assignment of its rights and obligations under this Agreement to Hanna/Magee LP #1, a Texas limited partnership ("Hanna/Magee"), or to an entity controlling, controlled by or under common control with Hanna/Magee. No further City consent to any such assignment will be required; however, the assignment must be in writing, specifically set forth the assigned rights and obligations, be executed by Owner and Hanna/Magee, and a copy of the executed assignment document must be provided to the City.

(c) If Owner assigns its rights and obligations hereunder as to a portion of the Property, then the rights and obligations of any assignee and Owner will be severable, and Owner will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Owner, the City may pursue all remedies against that nonperforming Owner, but will not pursue any remedies with respect to or impede development activities of any performing Owner as a result of that nonperformance.

(d) Owner may collaterally assign its rights and obligations, including the right to receive sums payable to Owner through PID bonds, under this Agreement to a lender providing financing for all or a portion of Phase One. No City consent to such a collateral assignment will be required, but Owner will give the City written notice of the name and address of any lender to whom a collateral assignment is made.

**Section 12.06     Notice.** Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party; or (iv) by facsimile or email with confirming copy sent by one of the other described methods of notice set forth above. Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed by notice as provided in this Section, be as follows:

City:

City of Kyle  
Attn: City Manager  
100 W. Center Street  
Kyle, TX 78640

With a copy to:

Davidson, Troilo, Ream & Garza, PC  
Attn: Frank Garza, City Attorney  
601 NW Loop 410, Suite 100  
San Antonio, TX 78216

Owner:

Blanco River Ranch Properties LP  
Attn: Gregg Reyes  
1901 Hollister Road  
Houston, Texas 77080

With a copy to:

Hanna/Magee LP#1  
Attn: Blake Magee  
1011 North Lamar Blvd.  
Austin, Texas 78703

**Section 12.07 Lender Protection.** This Agreement will not affect the right of Owner to encumber any portion of the Property owned by it by mortgage, deed of trust or other instrument to secure financing for development of that land. The City understands that a lender providing financing for Phase One (a "*Lender*") may require interpretations of or modifications to this Agreement and agrees to cooperate with Owner and its Lender's representatives in connection with any requests for interpretations or modifications. The City agrees not to withhold or delay unreasonably its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City further agrees as follows:

(a) Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Property.

(b) The City will, upon written request of a Lender given in compliance with this Agreement, provide the Lender with a copy of any written notice of default given to Owner under this Agreement within ten days of the date such notice is given to Owner.

(c) In the event of default by Owner under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to Owner, either under this Agreement or under the notice of default.

(d) Any Lender who comes into possession of any portion of the Property by foreclosure or deed in lieu of foreclosure will take such property subject to the terms of this Agreement. A Lender will not be liable for any defaults or monetary obligations of Owner arising prior to the Lender's acquisition of title, but the Lender will not be entitled to obtain any permits or approvals with respect to that portion of the Property until all delinquent fees and other obligations of Owner under this Agreement that relate to the property in question have been paid or performed.

(e) From time to time upon written request by Owner, the City shall execute a written estoppel certificate stating, if true, that the City has not given or received any written notices alleging any events of default under this Agreement provided, however, the City may require payment in advance of its estimated charges for preparing the requested estoppel certificate.

**Section 12.08 Severability.** If any part of this Agreement or its application to any person or circumstance is held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the Parties agree that they will cooperate to amend or revise this Agreement to accomplish, to the greatest degree practical, the same purpose as the part determined to be invalid or unconstitutional. It is the intent of the Parties to preserve and protect, to the maximum extent possible, the Parties' contractual rights and benefits under this Agreement.

**Section 12.09 Effect of Agreement.**

(a) With respect to the Property only, this Agreement supersedes the IDA. The IDA will remain in full force and effect as to the BRR Remainder except as provided in Subsection (b), below. The City and Owner agree that the phasing of development of and the designation of the Improvement Areas within the PID for the BRR Remainder will be specified in a final development agreement for the BRR Remainder to be negotiated and entered into by Owner and the City. Until such time as the final development agreement for the BRR Remainder is finally approved and executed, the BRR Remainder will be subject to the IDA, as modified by this Agreement.

(b) Owner and the City mutually agree that Section 8.03 of the IDA is replaced with the following:

**“Deannexation.** If (1) the PID is not created as contemplated by Section 2.06 of this Agreement, or (2) despite the intentions of the Parties described in Section 2.02 above, the City Council does not approve deannexation of the Current City Limits Property, Owner may petition for deannexation of the Commercial Land pursuant to Section 1.07 of the City Charter and the City agrees, in good faith, to take action to deannex the Commercial Land promptly upon receipt of such petition.”

**Section 12.10** **Good Faith.** Each Party agrees that, notwithstanding any provision herein to the contrary, it will not unreasonably withhold or unduly delay any consent, approval, decision, determination or other action required or permitted under the terms of this Agreement, it being agreed and understood that each Party will act in good faith and will at all times deal fairly with the other Party.

**Section 12.11** **Authority.** By their execution hereof, each individual signing this Agreement on behalf of a Party represents and warrants that he or she has the authority to execute this Agreement on behalf of the Party and in the capacity shown below.

**Section 12.12** **No Third Party Beneficiary.** This Agreement is for the benefit of the City and Owner and shall not be construed to confer any benefit on any third party other than the Customers.

**Section 12.13** **Counterparts.** To facilitate execution, this Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all Parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a facsimile or electronic signature will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

**Section 12.14** **Headings, Construction.** The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender include the feminine or neuter, and the singular includes the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation and drafting of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and the Applicable City Rules, the terms of this Agreement will control.

**Section 12.15** **Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be extended to the next day that is not a Saturday, Sunday or legal holiday.

**Section 12.16** **Interested Parties.** Owner acknowledges that Section 2252.908, Texas Government Code ("Section 2252.908") requires disclosure of certain matters by business entities entering into a contract with a local government entity such as the City. Owner confirms that it has reviewed Section 2252.908 and that Owner will 1) complete Form 1295, using the unique identification number specified on page 1 of this Agreement, and electronically file it with the Texas Ethics Commission ("TEC"); and 2)

submit to the City the signed and notarized Form 1295, including the certification of filing number of the Form 1295 with the TEC, at the time the Owner executes and submits this Agreement to the City. Form 1295 is available at the TEC's website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). This Agreement is not effective until the requirements listed above are satisfied and approval of this Agreement by the City is expressly made contingent upon Owner's compliance with such requirements.

**Section 12.17 Conflicts of Interest.** Owner acknowledges that Texas Local Government Code Chapter 176 ("Chapter 176") requires the disclosure of certain matters by persons who enter into or seek to enter into a contract with local government entities such as the City. Owner confirms that it has reviewed Chapter 176 and, if it is required to do so, it will complete and return Form CIQ promulgated by the TEC, which is available on the TEC website at <https://www.ethics.state.tx.us/forms/CIQ-New-2015.pdf>, within seven days of the date of submitting this Agreement to the City or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

**Section 12.18 City has no Liability to Contractors of Owner.** It is expressly understood and agreed by all Parties hereto that, in performing its services hereunder, Owner will at no time will be acting as an agent of the City or and that all consultants or contractors engaged by Owner will be independent contractors of Owner, and not of the City. The Parties hereto understand and agree that the City will not be liable for any claims that may be asserted by any third party occurring in connection with Owner's performance under this Agreement, unless any such claims are due to the fault of the City.

**Section 12.19 Exhibits.** The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- |                             |   |
|-----------------------------|---|
| <b><u>Exhibit "A"</u></b>   | Description of the Property   |
| <b><u>Exhibit "B"</u></b>   | Depiction of Current City Limits Property                                       |
| <b><u>Exhibit "C"</u></b>   | Concept Plan  |
| <b><u>Exhibit "D"</u></b>   | Development Standards and Project Approvals, including exceptions and variances |
| <b><u>Exhibit "D-1"</u></b> | Design Guidelines   |
| <b><u>Exhibit "D-2"</u></b> | City's Current Building Code in effect on vesting date                          |
| <b><u>Exhibit "E"</u></b>   | Schedule for De-Annexation, Annexation and Other Project Approvals              |

<b><u>Exhibit “F”</u></b>	Spine Road Alignment, including areas to be annexed and de-annexed
<b><u>Exhibit “G”</u></b>	City PID Requirements
<b><u>Exhibit “G-1”</u></b>	Additional PID Requirements Approved by Owner
<b><u>Exhibit “H”</u></b>	PID Agreement Term Sheet
<b><u>Exhibit “I”</u></b>	Permitted Locations for Signage and Landscaping Improvements
<b><u>Exhibit “J”</u></b>	Park Land and Park Improvements
<b><u>Exhibit “K”</u></b>	Roadway and Transportation Improvements
<b><u>Exhibit “L”</u></b>	Water Facilities Plan
<b><u>Exhibit “M”</u></b>	Wastewater Facilities Plan
<b><u>Exhibit “N”</u></b>	Utility Design Guidelines

**EXECUTED** in multiple counterparts, each of which shall constitute an original, to be effective as of the Effective Date.

*(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)*



**SIGNATURE PAGE TO BLANCO RIVER RANCH (Residential Area)  
DE-ANNEXATION AND DEVELOPMENT AGREEMENT.**

**OWNER:**

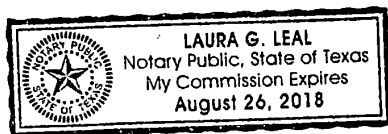
**BLANCO RIVER RANCH PROPERTIES LP,  
a Texas limited partnership**

By: *Gregg T. Reyes*  
Name: Gregg T. Reyes  
Title: Manager

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the 16th day of  
May, 2017, by Gregg T. Reyes  
Manager of Blanco River Ranch Properties LP, a Texas limited  
partnership, on behalf of said limited partnership.

*Laura G. Leal*  
Notary Public, State of Texas



**EXHIBIT "A"**  
**DESCRIPTION OF THE PROPERTY**

Blanco River Ranch  
858.70 acres

**PROPERTY DESCRIPTION**  
**EXHIBIT A**

BEING 858.70 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS ¼ LEAGUE NO. 14, ABSTRACT 360, AND THE CALEB W. BAKER SURVEY, ABSTRACT 31 HAYS COUNTY, TEXAS AND BEING A PORTION OF TRACT I, A CALLED 1,971.29 ACRE TRACT AND ALL OF TRACT II, A CALLED 195.14 ACRE TRACT AS DESCRIBED IN A DEED FROM THE STATE OF TEXAS TO BLANCO RIVER RANCH, LP AND RECORDED IN VOLUME 5230, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 858.70 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH ALL BEARING REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

**BEGINNING** at an iron rod with aluminum cap stamped "Kent McMillian" found marking the most northerly corner of a called 311.56 acre tract described in a deed to Robert Nance recorded in Volume 4459, Page 137 of said Deed Records, same being the northwest corner of a called 195.14 acre tract described in the aforementioned deed to Blanco River Ranch as Tract II and being on the southeasterly line of said 1,971.29 acre Tract I;

**THENCE**, with the southerly line of said 1,971.29 acre tract, same being the northeasterly line of said 311.56 acre tract S43°59'58"W, 1916.27 feet to a ½-inch iron rod with cap stamped "AST" set on the northerly line of proposed RM 150;

**THENCE**, leaving said southerly line and crossing said 1,941.29 acre tract with the proposed northerly line of RM 150 the following courses and distances:

1. N65°08'51"W, 49.48 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the right;
2. with a curve to the right, 381.25 feet, having a radius of 925.00 feet, a central angle of 23°36'54" and a chord bearing and distance of N53°30'43"W, 378.55 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
3. N41°42'16"W, 336.00 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;
4. with the arc of said curve to the left, 151.93 feet, having a radius of 1100.00 feet, a central angle of 07°54'48" and a chord bearing and distance of N45°39'41"W, 151.81 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
5. N49°37'05"W, 572.43 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
6. N51°37'01"W, 75.00 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
7. N53°36'58"W, 749.01 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;

8. with the arc of said curve to the left, 93.33 feet, having a radius of 1025.00 feet, a central angle of 05°13'01" and a chord bearing and distance of N56°13'28"W, 93.30 feet to a ½-inch iron rod with cap stamped "AST" set for the most westerly southwest corner of the herein described tract;

THENCE leaving said proposed right of way line and with a dry creek, the following courses and distances:

1. N26°31'11"E, 563.37 feet to a calculated point;
2. N46°09'29"E, 1179.39 feet to a calculated point;
3. N28°22'57"E, 708.36 feet to a calculated point;
4. N44°16'34"E, 582.28 feet to a calculated point at the beginning of a curve to the right;
5. with a curve to the right, 297.90 feet, having a radius of 1184.66 feet, a central angle of 14°24'28" and a chord bearing and distance of N77°54'54"E, 297.12 feet to a calculated point;
6. N04°51'54"W, 125.14 feet to a calculated point;
7. N23°10'37"E, 321.60 feet to a calculated point;
8. N13°08'23"W, 681.62 feet to a calculated point;
9. N31°45'00"E, 255.79 feet to a calculated point;
10. N08°23'37"E, 473.49 feet to a calculated point;
11. N02°33'01"W, 195.07 feet to a calculated point;
12. N30°53'10"W, 576.14 feet to a calculated point;
13. N01°26'31"W, 729.89 feet to a calculated point;
14. N38°05'39"W, 1250.80 feet to a calculated point;
15. N20°33'26"E, 282.73 feet a ½-inch iron rod with cap stamped "AST" set for the most westerly northwest corner of the herein described tract on the northerly line of said 1,971.29 acre tract, same being on the southerly line of Park Land Lot 23 of Arroyo Ranch, Section One, a subdivision of record in Volume 10, Page 180 of the Hays County Official Public Records;

THENCE, with the northerly line of said 1,971.29 acre tract, S82°42'45"E, 432.46 feet to a point located in the centerline of the remains of an old stone fence corner for an angle point in the north line of the herein described tract, from which a ½"-inch iron rod bears S88°19'W, 37.5 feet;

THENCE, continuing with said northerly line, N43°55'32"E, 1271.63 feet to a 2-inch metal fence post at the most northerly northwest corner of said 1,971.29 acre tract and being the common corners of Lots 12, 13 and 19, Block D of said Arroyo Ranch Section One subdivision;

THENCE, with the easterly line of said 1,971.29 acre tract the following courses and distances:

1. S46°19'30"E, at 185.02 feet passing the south line of said Arroyo Ranch subdivision and north line of a 20.3 acre tract described in a deed to F. Javier, Jr et al and recorded in Volume 2813, Page 359 of said Official Public Records and continuing for a total distance of 887.68 feet to a found ½-inch iron rod for the south corner of said Javier tract, same being the westerly corner of

a 21.15 acre tract described in a deed to Nancy L. Russell and Randall W. Russell and recorded in Volume 4385, Page 135 of said Official Public Records;

2. S46°48'04"E, 579.01 feet to a found ½-inch iron rod for the south corner of Russell and being the westerly corner of Quail Meadows Subdivision as recorded in Volume 7, Page 47 of the Hays County Plat Records;
3. With the southwesterly line of said subdivision; S46°06'19"E, 409.08 feet to ½-inch iron rod for angle point;
4. S47°09'10"E, 405.41 feet to ¼-inch iron rod for angle point;
5. S47°52'54"E, 295.90 feet to ½-inch iron rod for angle point;
6. S47°18'52"E, 296.88 feet to ½-inch iron rod for angle point;
7. S47°21'24"E, 132.10 feet to ½-inch iron rod for angle point;
8. S47°07'34"E, 179.01 feet to ½-inch iron rod for angle point;
9. S46°55'27"E, 248.69 feet to ½-inch iron rod for most southerly corner of said subdivision and the westerly corner of a called 57.26 acre tract described in a deed to Kyle Mortgage Investors, LLC and recorded in Volume 3416, Page 789 of said Official Public Records;
10. S45°43'31"E, 436.59 feet to a fence post for angle point;
11. S46°32'55"E, 1447.00 feet to an iron rod with aluminum cap stamped "Kent McMillian" at an interior ell corner of said 1,971.29 acre tract;
12. Continuing with the easterly line of said 1,971.29 acre tract, S40°23'35"W, 1023.40 feet to a ½-inch iron rod found at the westerly corner of a called 1.259 acre tract described in a deed to Robin Robinson and recorded in Volume 5358, Page 587 of said Official Public Records;
13. S50°23'48"E, 255.70 feet to a fence post for angle point;
14. N40°43'43"E, 42.89 feet to a ½-inch iron rod with cap stamped "AST" set;
15. S52°09'40"E, at 85.22 feet passing a ½-inch iron rod found at the westerly corner of a called 0.72 acre tract described in a deed to Robin and Gale Robinson and recorded in Volume 4689, Page 363 of said Official Public Records and continuing for a total distance of 244.62 feet to a ½-inch iron rod with cap stamped "AST" set;
16. N43°53'50"E, 92.19 feet to a ½-inch iron rod with cap stamped "AST" set;
17. S78°26'49"E, 101.27 feet ½-inch iron rod found on the westerly right of way line of N. Old Stagecoach Road (width varies);

**THENCE**, with said westerly right of way line the following course and distances:

1. S16°21'49"E, 511.37 feet to a ½-inch iron rod with cap stamped "AST";
2. S16°20'38"E, 1420.21 feet to a 60d nail found next to a cedar fence post and
3. S16°48'53"E, 800.20 feet to a ½-inch iron rod with cap stamped "AST" set for the most easterly southeast corner of this tract;

**THENCE**, leaving said westerly right of way line and with fence along the southeasterly line of said 195.14 acre tract, S36°01'23"W, 42.36 feet to a cedar fence post;

THENCE, continuing with said southeasterly line, same being the northwesterly line of a called 132.59 acre tract described in a deed to Felder CND, LLC and recorded in Volume 5224, Page 246 of the Hays County Official Public Records the following courses and distances:

1. S48°36'08"W, 1583.50 feet to a cedar fence post;
2. N49°26'16"W, 34.23 feet to a cedar fence post;
3. S25°40'41"W, 39.42 feet to an iron rod with cap stamped "Vickrey";
4. S48°29'40"W, 2127.73 feet to a cedar fence post with "Mag Nail" on the northerly right of way line of Cypress Road (aka Limekiln Road) (width undetermined) at the southeast corner of said 195.14 acre tract from which an iron rod with aluminum cap stamped "Kent McMillian" bears S21°57'46"W, 50.84 feet;

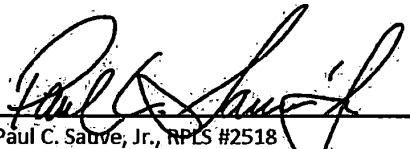
THENCE, with said northerly right of way line, N77°16'32"W, 599.91 feet to a cedar fence post on the easterly line of said 311.56 acre tract;

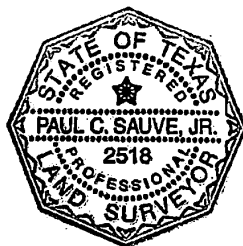
THENCE, with fence and the easterly line of said 311.56 acre and westerly line of said 195.14 acre tract the following courses and distances:

1. N16°48'19"W, 270.65 feet to a calculated angle point in said line and;
2. N17°13'44"W, 1607.95 feet to the POINT OF BEGINNING and containing 858.70 acres of land, more or less.

#### SURVEYOR'S STATEMENT

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.

  
Paul C. Sauve, Jr., RPLS #2518  
Austin Spatial Technologies, LLC  
December 5, 2016



Instrument # 17018505 Number: 37 of 77 Filed and Recorded: 5/31/2017 4:40 PM  
Liz Q. Gonzalez, Hays County Clerk, Texas Rec \$330.00 Deputy Clerk: KBOGGUS

{W0724190-7}  
4.25.17

Exhibit "B" - Page 1 of 1

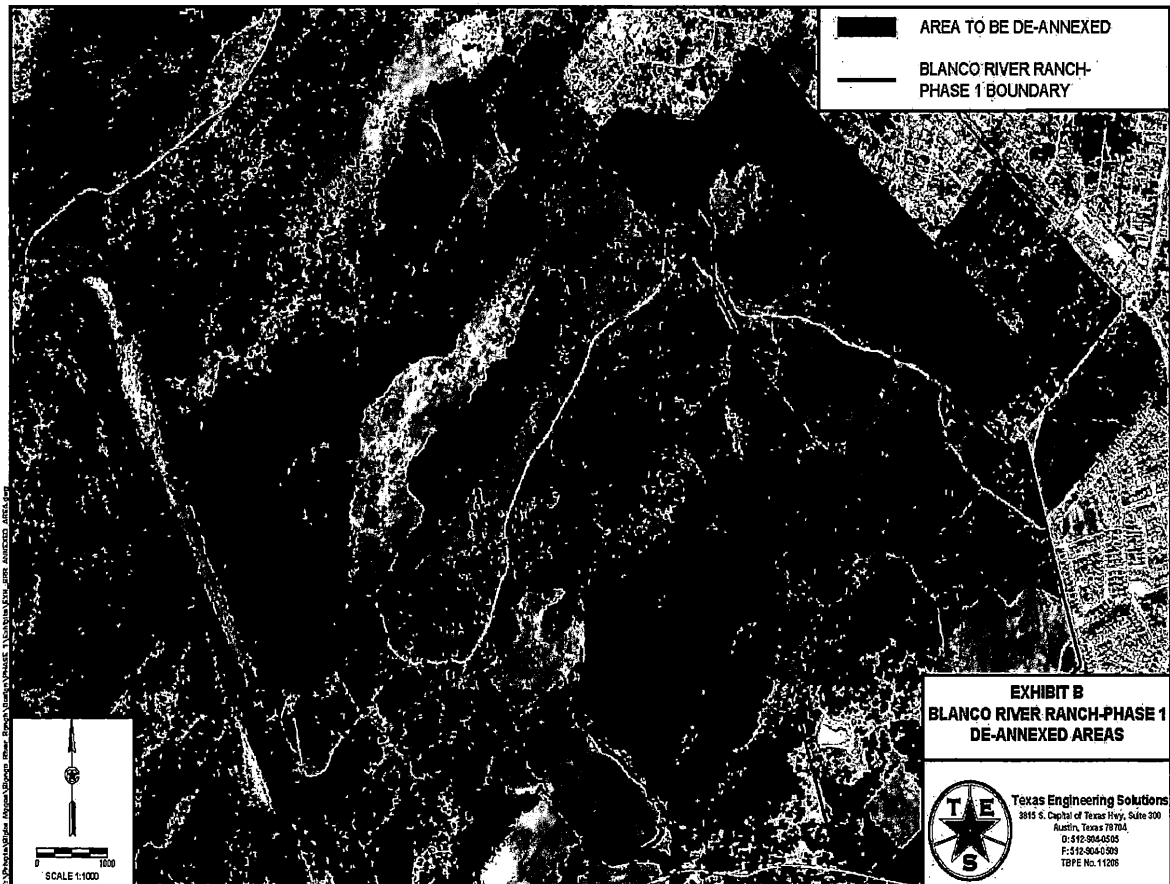
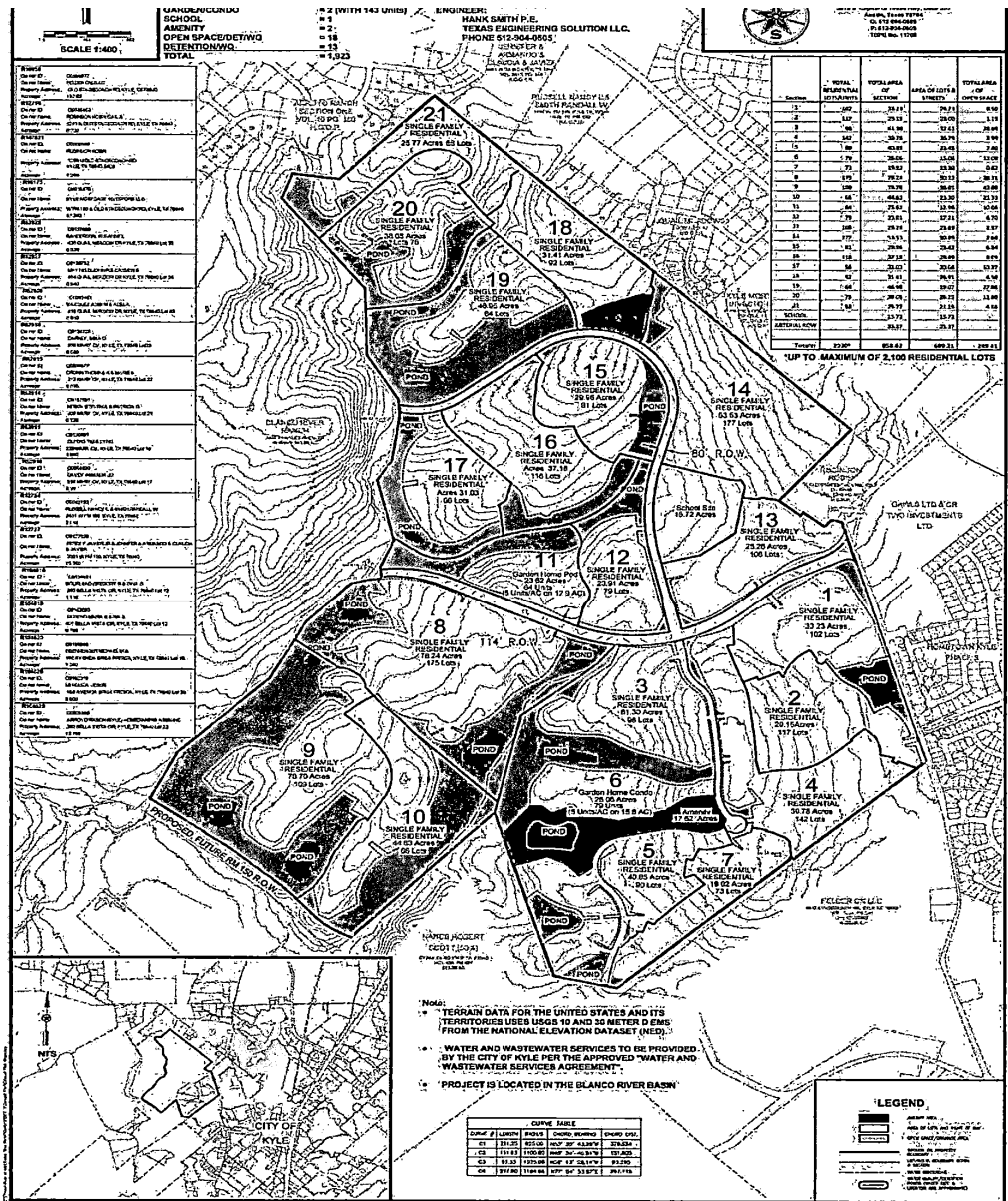


EXHIBIT "B"  
DEPICTION OF CURRENT CITY LIMITS PROPERTY



{W0724190.7}  
5.15.17

Exhibit "C" - Page 1 of 1

**EXHIBIT "D"**  
**BLANCO RIVER RANCH LAND**  
**USE AND DEVELOPMENT**  
**STANDARDS**

1. Table A: Land Use Chart:

Single-Family and Garden Homes/Cluster

USE	Lot Width*	Minimum Lot Size	Minimum Living Area SF	Total Lots/Units	% of Total	Min/Max %
Single-Family	50	5500	1200	540 Lots	26%	max
Single-Family	55	5750	1200	460 Lots	22%	max
Single-Family	60	7200	1500	600 Lots	29%	max
Single-Family	70-80	9000	2000	350 Lots	17%	min
Garden Homes/Cluster			1000	150 Units	7%	max
<b>Total</b>				<b>2100</b>	<b>100%</b>	

\*Lot Width measured at front Building Line

2. Site Area = 858.7 Acres
3. Single-family lot width distribution will be in accordance with Table A.
4. **Exhibit "C"** - Concept Plan: This plan illustrates the proposed general layout of Phase One.
5. Phase One will be limited to 2,100 single-family lots and garden homes/cluster units.
6. Impervious Cover on each lot will be limited to 60% of the lot area.
7. Phase One will contain a minimum of 100 acres of parkland, amenity center lots, trail corridors and open space.
8. A 6-foot decorative masonry wall will be built along the rear or sides of homes backing or siding to collector roads (roads without lots fronting on them) within a 25-foot landscaped parkway (10-feet of right-of-way with a 15-foot Wall and Landscape Easement/Lot).
9. Over three miles of joint use 8-foot and 10-foot concrete trails within 10-foot to 20-foot Trail Corridor/ROW/Easement will be provided within Phase One as shown on **Exhibit "J"**. Additional native trails (not ADA compliant) will be provided within open space and floodplain areas, as shown conceptually on **Exhibit "J"**, subject to topographic and drainage constraints.
10. No homes will front on collector roads and all street-facing sides of homes abutting collector roads will be 100% masonry, excluding doors, windows, etc. Masonry will

be defined as natural stone, brick and/or stucco. The stucco percentage of any structure will not exceed 50%.

11. **Garage Placement:** For lots less than 60 feet wide (or less than 70 feet wide on corner lots), residential street-facing garages will be located no closer to the street than five feet in front of the dwelling or roof of a covered porch, with such dwelling or porch structure being not less than seven feet wide for all portions of the structure adjacent to the garage. For all other lots, residential street-facing garages will be located no closer to the street than the dwelling. The minimum front building setback will be 20 feet from the property line (25 feet for street-facing garages). For purposes of this provision on garage placement, lot width will be determined based on the width of the lot at the front building setback line of the lot for all lot sizes. Measurement of corner lots will be ten feet wider to account for a 15-foot street side setback.
12. All building fronts will have a minimum of three architectural features. The following are examples of the types of architectural features that will be utilized: horizontal off-sets, recesses or projections; porches; breezeways; porte-cocheres; courtyards; awnings; canopies; alcoves; recessed entries; ornamental cornices; display or other ornamental windows; vertical "elevation" off-sets; peaked roof forms; arches; outdoor patios; architectural details such as tile work or moldings integrated into the façade; integrated planters or wing walls; accent materials; and varied roof heights.
13. **Building Setback Table:**

Interior Lot Width	Corner Lot Width	Side Yard Setback	Rear Yard Setback *	Front Garage Setback	Minimum Front Setback	Street Building Setback	Side Street Side Garage
50	60	5	15	25	20	15	20
60	70	5	20	25	20	15	20
70	80	5	20	25	20	15	20
80+	90	7.5	20	25	20	15	20

\*Open and Covered Porches may encroach up to 10 feet into the rear yard setbacks.

14. The street lighting plan for Phase One will require minimum spacing of 500 feet along all collector and public streets. Decorative street lighting will be permitted but not required. The design of any decorative street lighting will be subject to approval by the City. Any decorative street lighting will be maintained by the homeowners association for Phase One. All street lighting will utilize energy-efficient LED light fixtures.
15. Decorative street signs will be permitted. Any decorative street signs will be subject to approval by the City.
16. Primary subdivision signage will be located at the main entry to Phase One at the intersection of Old Stagecoach Road and the Spine Road and may include a

maximum of 200 square feet of signage or graphics. Tertiary entrance signs will be stone or masonry and each sign may be a maximum of 100 square feet in size, with a maximum of 30 square feet of signage or graphics.

17. Marketing signage/Burma Shave signs will be allowed within Blanco River Ranch within rights-of-way of the Spine Road and collector roads. Marketing signage, as updated and modified from time to time, will be consistent throughout Blanco River Ranch. The approximate size and quantity of permitted marketing signs is shown on **EXHIBIT "I"**.
18. Section 41-136(C) - Lot Width depth to average lot width ratio of the City's Subdivision Ordinance is waived. Lot width will be measured at the front building line.
19. Section 41-137(D) of the Subdivision Ordinance will be amended with respect to Phase One as follows: Offset intersection spacing along collector, local and residential streets will be a minimum of 125 feet measured from roadway street centerline to roadway centerline. Such intersection spacing along arterials will be a minimum of 180 feet.
20. Flag lots will be permitted within Phase One. Flag lots will be a minimum of 20 feet at the right-of-way intersection and substantially perpendicular to the right-of-way.
21. Block lengths may generally not exceed 1,000 feet within Phase One; however, block lengths that exceed this criteria will be permitted when the block includes creeks, natural drainage ways, open space and steep topography.
22. Cul-de-sac maximum lengths may not exceed 800 feet measured from the center of the turnaround to centerline of the connecting road and a maximum of 30 units may be serviced from each cul-de-sac; however, cul-de-sac lengths that exceed this criteria for cul-de-sac lengths and serviced units when the land serviced by the cul-de-sac is restricted by creeks, natural drainage ways, steep topography and external property boundaries. In such cases, the maximum number of units served may not exceed 50 units.
23. Phase One Roadway Cross Sections:

Standard Category	Pavement Width (in Feet)	Right-of-Way Width (in Feet)
Residential Lane	30' FOC-FOC	50'
Residential Collector (W/ Bike Lanes)	37' FOC-FOC	60'
Undivided Arterial (Internal Loop w/ Bike Lanes)	61' FOC-FOC	85'
Divided Arterial (Internal Loop w/ Bike Lanes)	2 at 32' FOC - FOC	114'
Major Thoroughfare (FM 150)	To be Determined	Varies - 120' Minimum

24. Site and Architectural components for garden home/cluster site(s):

- A. Maximum Number of Detached Units: 150 Units
- B. Access Drives: Driveway access from collector roads to residential units is prohibited. Internal private drives will be a minimum of 26 feet wide, with curb and gutter measured from face of curb to face of curb.
- C. Residential Setbacks: Front building setbacks will be a minimum of 15 feet from back of curb. Side building separation will be a minimum of 10 feet. When the rear of one unit is immediately adjacent to the side of another unit, the minimum setback will be 10 feet. Rear building separation, when the rear yards of two units are immediately adjacent to one another, will be a minimum of 20 feet. Patios (covered or uncovered), decks and eave overhang are not included in the determination of rear building separation. A minimum of seven foot clear zone between building roof lines will be provided.
- D. Sidewalks: A four foot sidewalk is required along all public streets. No sidewalks are required along internal private drives.
- E. Units may have single-car garages with driveways at least 18 feet long and nine feet wide. Garages will be setback at least 20 feet from the back of curb. Garages may be flush with the primary façade as long as primary façade is located 20 feet from the back of curb. Porches will be considered part of the primary façade as long as they are a minimum of seven feet wide and six feet deep).
- F. Lighting: Street lighting is required along all public streets, but is optional along interior private drives within Phase One.
- G. Minimum landscape requirements for garden homes/cluster residential structures will be two two-inch caliper significant trees such as oak, elm, pecan, walnut, hickory, cherry, cypress, redbud and any rare species, with diameter measured 18 inches above finished grade immediately after planting; three one-gallon shrubs; three five-gallon shrubs; and turf grass or an alternative material as defined in this section from the front property line to the front two corners of the structure and a minimum coverage area extending three feet from the slab/foundation to protect against water runoff from the roof dripline. If lawn grass is not used in this area, rain gutter systems will be required. One three-and-one-half inch caliper tree may be substituted for two two-inch trees, if the tree is planted in the front yard. Existing trees and shrubs that are retained in healthy condition will be counted toward fulfillment of these requirements.

**EXHIBIT "D-1"**  
**DESIGN GUIDELINES**

**BLANCO RIVER RANCH**

**DESIGN GUIDELINES**  
**[RESIDENTIAL]**

**Submittals**

Requests for approval of proposed new construction, landscaping, or exterior modifications must be made by submitting the information and materials outlined in the Plan Review Process, set forth herein. The Blanco River Ranch Reviewer will attempt to review all applications and submittals within thirty (30) days. Please allow at least thirty (30) days prior to installation or construction for the Blanco River Ranch Reviewer to review the related applications.

**Timing of Completion**

The construction of a residence or improvement by a Homebuilder must be started promptly after receiving approval from the Blanco River Ranch Reviewer and completed with due diligence. Unless otherwise approved in advance by the Blanco River Ranch Reviewer, each single family residence must be completed on or before the expiration of one hundred and eighty (180) days after commencement of construction.

**Architectural and Aesthetic Standards**

**A. Required Architectural Elements**

All single family residences are required to have the following architectural elements:

- At least seventy-five percent (75%) of the exterior surface area of walls, including all stories of a residence, shall consist of unpainted clay brick, ledge stone, fieldstone, cast stone, marble, granite, tile, painted or tinted stucco, nonreflective glass façade, and glass block (or alternative glazing e.g. Kalwall). The remaining exterior wall surface shall be comprised of those materials listed or cementitious-fiber planking. Panels are strictly prohibited. Solid wood planking and decorative cementitious-fiber panels may be used for accent features;
- Windows shall have a maximum exterior reflectivity of twenty percent (20%);
- All residence fronts shall have least five different design features to break the wall plane. The following is a list of design features that shall be utilized:
  - Horizontal offsets;
  - Recesses or projections;
  - Porches;

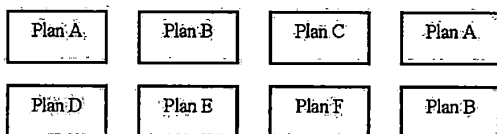
- o Breezeways;
- o Porte-cocheres;
- o Courtyards;
- o Awnings;
- o Canopies;
- o Alcoves;
- o Recessed entries;
- o Ornamental cornices;
- o Display or other ornamental windows;
- o Vertical "elevation" offsets;
- o Peaked roof forms;
- o Arches;
- o Outdoor patios;
- o Architectural details, such as tile work or moldings integrated into the façade;
- o Integrated planters or wing walls;
- o Varied roof heights; or
- o Premium roofing materials such as tile or standing seam metal;

- All roofs shall be peaked and have at least a 6:12 pitch except for porches and shed roofs which may be constructed to a minimum pitch of 2:12.

### B. Plan Repetition

Blanco River Ranch Reviewer may, in its sole and absolute discretion, deny a plan or elevation proposed for a particular Lot if a substantially similar plan or elevation exists on a Lot in close proximity to the Lot on which the plan or elevation is proposed. The Blanco River Ranch Reviewer may, in its sole and absolute discretion, deny a plan and elevation proposed for a particular Lot, if the same plan and elevation exists across the street or diagonal from the plan and elevation that is proposed. The Blanco River Ranch Reviewer may adopt additional requirements concerning substantially similar plans or elevations constructed in proximity to each other, and reserves the right to reject an elevation that closely resembles that of a nearby home or in any way detracts from the overall street scene. For Example:

- *Same Plan and Elevation can be repeated every third Lot (example: Plan A, Plan B, Plan C, and Plan A below).*



- *Across the Street: Same Plan and Elevation cannot be placed on a Lot across the street or diagonal from any other plan.*
- *Same Plan, different elevation, same and opposite side of the street, must have two (2) full Lot separation (repeated every three (3) Lots).*

BLANCO RIVER RANCH [RESIDENTIAL]  
DESIGN GUIDELINES

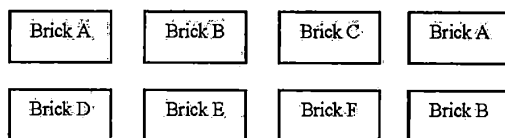
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- The number of combinations of plans and elevations shall, at a minimum, equal at least twenty-five percent (25%) of the total Lots in any final plat section, but is not required to exceed fifteen (15). (For example, five floor plans with three different elevation options for each floor plan results in fifteen different floor plan/elevation combinations).

### C. Brick Color and Masonry Stone Repetition

Blanco River Ranch Reviewer may, in its sole and absolute discretion, deny a proposed brick or masonry color for a particular Lot if a substantially similar brick color or masonry stone exists on a Lot in close proximity to the Lot on which the brick color or masonry stone is proposed. The Blanco River Ranch Reviewer may adopt additional requirements concerning substantially similar brick or masonry stone constructed in proximity to each other, and reserves the right to reject a brick color or masonry stone that closely resembles that of a nearby home or in any way detracts from the overall street scene. For Example:

- Similar brick color or masonry stone can be repeated every third Lot (example: Plan A, Plan B, Plan C, and Plan A):



- Across the Street: Same brick color or masonry stone cannot be placed on a Lot across the street or diagonal from any other brick color or masonry stone (example above: Brick B).

### D. Exterior Finishing Materials

The exterior of each primary residence on a Lot shall consist of the following exterior finishing materials:

- New Materials. All building materials must be approved in advance by Blanco River Ranch Reviewer, and only new building materials (except for antique brick if approved in writing) may be used for constructing any improvements. Brick, stone, cast stone or other similar masonry product shall not be painted.
- Exterior Wall Standards.
  - At least seventy-five percent (75%) of the exterior surface area of walls, including all stories of a residence, shall consist of unpainted clay brick, ledge stone, fieldstone, cast stone, marble, granite, tile, painted or tinted stucco, nonreflective glass façade, and glass block (or alternative glazing e.g. Kalwall). The remaining exterior wall surface shall be comprised of those materials listed or cementitious-fiber planking. Panels are strictly prohibited. Solid wood planking and decorative cementitious-fiber panels may be used for accent features.
  - Calculation of Percentages. In calculating percentage of exterior wall area, the area of windows and window frames, doors and door frames, eaves, soffits, dormers, columns,

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DESIGN GUIDELINES

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recessed entryways, foundation and similar areas are excluded from the calculations and may utilize any of the materials listed in the applicable component exterior wall standards, when construction with the required masonry materials is not reasonably feasible.

- o Stucco. Blanco River Ranch Reviewer must approve in advance the composition and method of application of all stucco proposed to be applied.
- o Accessories. Roofs, eaves, soffits, windows, gables, doors, garage doors and trim work are not required to be constructed of masonry.
- Public View Corridors. Any residence facing, abutting, or adjacent to important public view corridors such as, a collector road, as determined by the Blanco River Ranch Reviewer in its sole and absolute discretion, shall use 100% masonry and attempt to provide design detail, approved by the Blanco River Ranch Reviewer, that avoids a "flat front" look.
- Exposed Foundations. Exposed portions of the foundation on each front, side and rear elevation, visible from any street, must be concealed by extending the exterior masonry to within at least twenty-four inches (24") of the finished grade. If the exterior of the elevation adjacent to the exposed foundation is constructed of stucco, Blanco River Ranch Reviewer will have the authority to require the use of masonry, in a color approved in advance by Blanco River Ranch Reviewer, to conceal the exposed portion of the foundation. Remaining exposed slab area must be parged/sand finished. Exposed areas of slabs visible from streets may require textured/painted finish at the sole discretion of the Blanco River Ranch Reviewer. Exposed slab on the front of the house and, on corner Lots the entire exposed side of the slab facing the street, must have textured, painted finish.
- Projections and Accessories. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, porches, railings and exterior stairways, must match the color of the surface from which they project, unless otherwise approved by the Blanco River Ranch Reviewer. Roofs, eaves, soffits, windows, gables, doors, garage doors and trim work are not required to be constructed of masonry.
- Prohibited Elements:
  - o Vertical siding or wood shake siding (wood siding accents may be permitted if approved by Blanco River Ranch Reviewer).
  - o Highly reflective finishes on exterior surfaces (other than non-mirrored glass or on surfaces of hardware fixtures).
  - o Mirrored glass.
  - o No vivid/bright colors.
  - o Gray brick or other masonry.

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## Landscape Guidelines

### **A. Landscape**

General landscaping guidelines for each Lot are set forth below. Notwithstanding the subsequent provisions, the installation of drought-resistant landscaping or water-conserving turf on a residential lot, which is a landscaping procedure known as xeriscaping ("Xeriscaping"), will be permitted upon written approval by the Blanco River Ranch Reviewer in accordance with those certain Xeriscaping provisions set forth in the Development Area Declaration. All landscapes and landscaping must be approved in writing prior by the Blanco River Ranch Reviewer prior to installation.

- **Plans.** A detailed landscape plan for the minimum landscape package for each Lot size must be submitted to the Blanco River Ranch Reviewer for consideration at least ninety (90) days before completion of the residence. The minimum landscape package must be in conformance with the landscape sections of the Zoning Ordinance (Chapter 53, Article V, Landscaping and Screening Requirements of the City of Kyle Code of Ordinances). No significant (*i.e.*, major changes in the plant list, plant and plant bed locations, plant count, hardscape design, materials) revisions that would be considered to lower the quality or look of the package may be made to the approved plan without submission to, and further approval by the Blanco River Ranch Reviewer of the revised plan. Landscape plans must include vegetative screening for above ground utility connections visible from the street or adjacent properties in accordance with the plan approved in advance by the Blanco River Ranch Reviewer. Hardscape elements in the landscaping must be in scale with the home and associated structures.
- **Materials.** All introduced vegetation shall be trees, shrubs, vines, ground covers, seasonal flowers or sodded grasses which are recommended by the Grow Green Plant Guide, a copy of which is available online at the City's website, and which are routinely and generally accepted landscape practices for the region and which are approved by the Blanco River Ranch Reviewer. An emphasis should be placed on utilizing native plants that are drought-tolerant. A minimum of 2" of mulch is required for all shrub and bed areas. Caliche is not considered soil. An Owner must plant grass within three (3) days after top soil for planting grass has been delivered to the Lot. Buffalo grass, zoysia grass or Bermuda grass are recommended for sunny sections of the landscape. Bermuda and Buffalo grass should be maintained at a height of two to two and one-half inches.
- **Installation and Maintenance.** Landscaping of new homes must be installed within thirty (30) days of completion and in any event, landscaping in accordance with the approved plans shall be completely installed prior to occupancy of a residence. Extensions to the time limit may be granted by the Blanco River Ranch Reviewer. After installation, landscaping (including temporary landscaping) shall be properly maintained at all times.
- **Minimum Landscape Requirements.** Landscaping of a new home must conform to the following minimum requirements:

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- o Full sodded front and side yards (in front of fences), with backyards to be fully sodded by the Owner within thirty (30) days after acquiring occupancy of the Lot for residential purposes;
- o On all Lots other than corner Lots, two (2) three-inch caliper significant trees such as oak, elm, pecan, walnut, hickory, cherry, cypress, redbud and any rare species, measured eighteen inches above finished grade immediately after planting. On all corner Lots, four (4) three-inch caliper trees (with two (2) in the front portion of the Lot and two (2) in the side of the Lot adjacent to the street).
- o Ten (10) five-gallon shrubs;
- o Turfgrass or alternative materials which can include native and adaptive landscape plants as specified in the Grow Green Guide, mulch, or similar materials. No more than fifty percent (50%) of the Lot may consist of non-plant material, from the front property line to the front two (2) corners of the residence and minimum coverage area extending 3' from the slab/foundation to protect water runoff from the roof drip line. If lawn grass is not used in this area, then rain gutter systems shall be installed. The use of rock or crushed rock as a ground cover shall not be permitted. See Section 3.13 of the Development Area Declaration for further guidelines on Xeriscaping;

Trees and shrubs should be pruned to avoid blocking clear view of signs, address markers, the flow of air conditioner compressors as well as pedestrian and vehicular traffic.

- Gardens, Sculptures and Fountains. Any Owner who wishes to modify their landscaping upon their Lot must obtain the approval of the Blanco River Ranch Reviewer. Sculptures and fountains are subject to approval by Blanco River Ranch Reviewer.
- Landscape Screening. Approved screening techniques including fences, evergreen vegetative screens, landscape berms, existing vegetation or any combination thereof.
  - o Fencing: The finished side of all fences built to comply with screening shall face away from the screened object. All posts shall have concrete footings.
  - o Evergreen Vegetative Screens. Evergreen plant materials shall be shrubs, at least thirty inches (30") in height and at a minimum spacing of 48 inches (48") at the time of installation, in combination with shade trees not more than fifty feet apart.
  - o Landscape Berms: In combination with trees, shall fulfill the screening requirements of this section if the berms are at least feet (3') in height and have a maximum side slope of four feet (4') of horizontal run for every one foot (1') in vertical rise.
  - o Existing on-site vegetation: demonstrating significant visual screening capabilities, including but not limited to evergreens.
- Tree Protection: Protection and preservation of trees is of significant important to the aesthetics of the community and the environment of Blanco River Ranch.

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- o Tree Removal. All existing trees shall be preserved to the best extent possible. As used herein, the term "Building Envelope" shall be defined as the area of the Lot that is allowed for construction of a residence as defined by the setbacks of the Lot. Within the Building Envelope, a Homebuilder may remove any existing tree less than 18" in diameter as measured 24" off the ground. Within the Building Envelope, any existing tree greater than or equal to 18" in diameter as measured 24" off the ground shall require prior written approval from the Blanco River Ranch Reviewer before removal. Any existing trees should be shown on the plot plan that is submitted by the Homebuilder to the Blanco River Ranch Reviewer for review and prior approval. All existing trees outside the Building Envelope shall be preserved regardless of size.

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DESIGN GUIDELINES

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**EXHIBIT "D-2"**  
**CITY'S CURRENT BUILDING CODE IN EFFECT ON VESTING DATE**

Chapter 8 – Building Regulations Including

- 2009 International Building Code
- 2009 International Residential Code
- 2009 International Plumbing Code
- 2009 International Mechanical Code
- 2000 International Electrical Code
- 2009 International Fire Code
- 2009 International Energy Conservation Code
- 2009 International Property Maintenance Code

Chapter 26 – Parks and Recreation

Chapter 29 – Sign Standards and Permits

Chapter 32 – Site Development

Chapter 38- Streets, Sidewalks and Other Public Places

Chapter 41- Subdivisions

Chapter 50- Utilities

**EXHIBIT "E"**  
**SCHEDULE FOR DE-ANNEXATION, ANNEXATION AND OTHER PROJECT**  
**APPROVALS**

RESOLUTION NO. 1060

**A RESOLUTION TO PROVIDE FOR THE POSSIBLE EXTENSION OF THE KYLE MUNICIPAL BOUNDARIES BY THE ANNEXATION OF APPROXIMATELY 119.20 ACRES WHICH IS LOCATED WEST OF N. OLD STAGECOACH RD IN THE BLANCO RIVER RANCH; AND THE DE-ANNEXION OF APPROXIMATELY 242.12 ACRES WHICH IS LOCATED WEST OF THE INTERSECTION OF N. OLD STAGECOACH RD AND W. RR 150 IN THE BLANCO RIVER RANCH; AND SETTING THE DATES AND TIMES OF TWO PUBLIC HEARINGS FOR THE PURPOSE OF ANNEXING AND DE-ANNEXING PROPERTY AND SETTING AN EFFECTIVE DATE**

**WHEREAS**, City of Kyle is a Home Rule city that has the legal authority under Chapter 43 of the Texas Local Government code to annex property in accordance with state law and City Charter; and

**WHEREAS**, City Kyle is a Home Rule city that has the legal authority under Chapter 43 of the Texas Local Government code and state law requires a home rule city to comply with their City Charter to de-annex property in their city limits; and

**WHEREAS**, City Kyle City Charter, Section 1.07 requires the Council to adopt an ordinance to unilaterally annex or de-annex any land upon its own initiative when in the best interest of the city and the procedure for the annexation or de-annexation may not be inconsistent with state law; and

**WHEREAS**, Section 43.063(a) of the Texas Local Government Code and Section 1.07 of the City Charter require the City to conduct two public hearings to be held at least ten (10) days but not more than twenty (20) days after notice of such public hearings are published, and

**WHEREAS**, Section 43.0561(c) of the Texas Local Government Code and Section 1.07 of the City Charter require the publication of notice of each hearing in a newspaper of general circulation in the City of Kyle at least once on or after the 10<sup>th</sup> day but before the 20<sup>th</sup> day before the date of the hearing; and

**WHEREAS**, the property to be annexed is approximately 119.20 acres located west of N. Old Stagecoach Rd in the Blanco River Ranch; and

**WHEREAS**, the property to be de-annexed is approximately 242.12 acres located west of the intersection of N. Old Stagecoach Rd and W. RR 150 in the Blanco River Ranch; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF KYLE, HAYS COUNTY, TEXAS:**

**Section 1.** City of Kyle will publish the notice of the first public hearing on or about April 26, 2017 in compliance with Section 43.0561(c) of the Texas Local Government Code.

**Section 2.** City will hold its first public hearing during a special called council meeting on May 6, 2017.

**Section 3.** City of Kyle will publish the notice of the second public hearings on or about April 26, 2017 in compliance with Section 43.0561(c) of the Texas Local Government Code.

**Section 4.** City will hold its second public hearing during a scheduled council meeting on May 16, 2017.

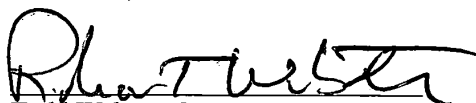
**Section 5.** City will consider for adoption the annexation of approximately 119.20 acres located west of N. Old Stagecoach Rd in the Blanco River Ranch.

**Section 6.** On May 16, 2017, if Council elects to annex the land described in Section 5, City will accomplish the annexation by Ordinance that will include the metes and bounds for all parcels and include the Service Delivery Plan for the area.


**Section 7.** This Resolution shall become effective upon passage.

**PASSED, APPROVED AND RESOLVED** in KYLE, Texas, this the 2nd day of May, 2017.

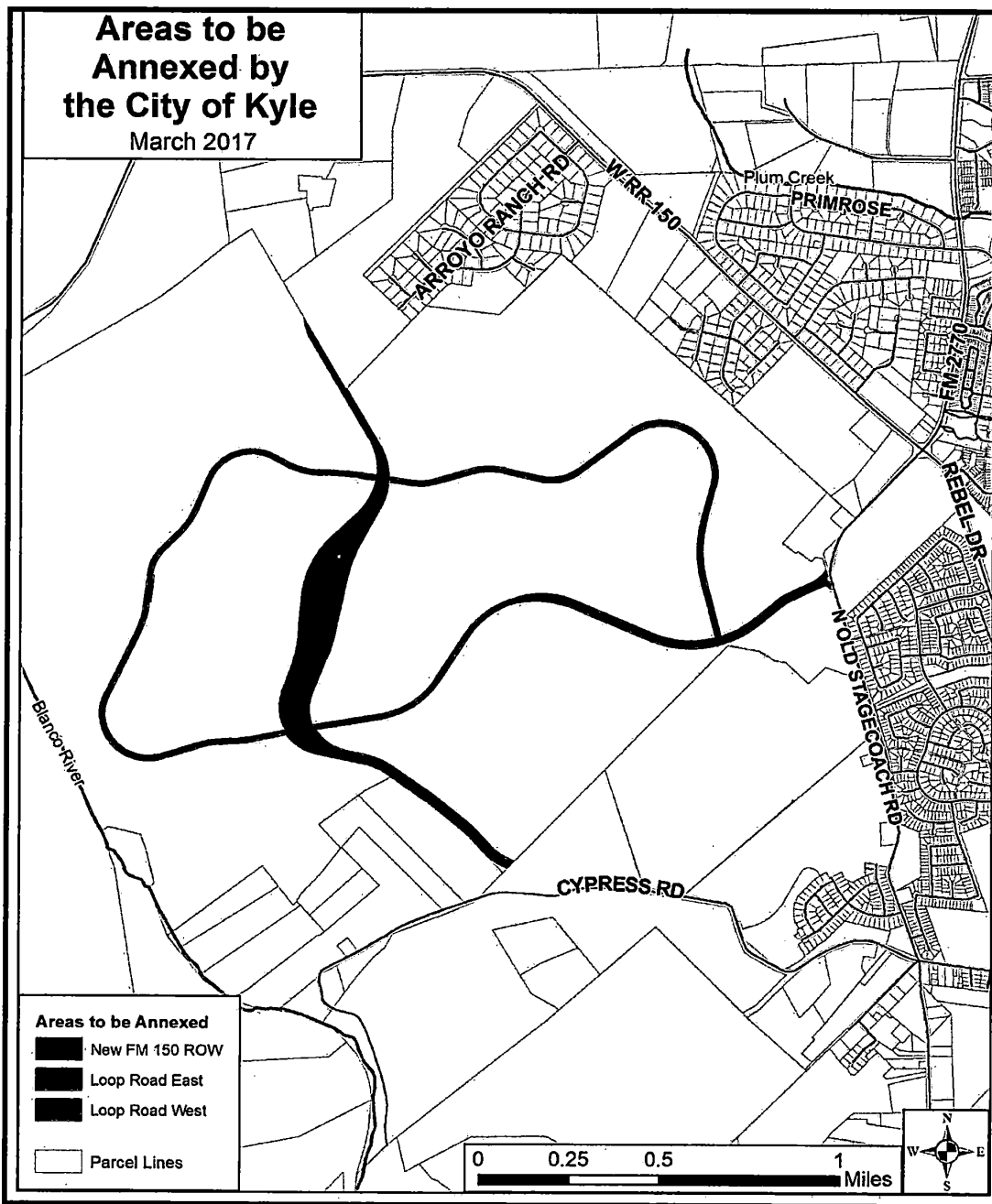
**CITY OF KYLE, TEXAS**

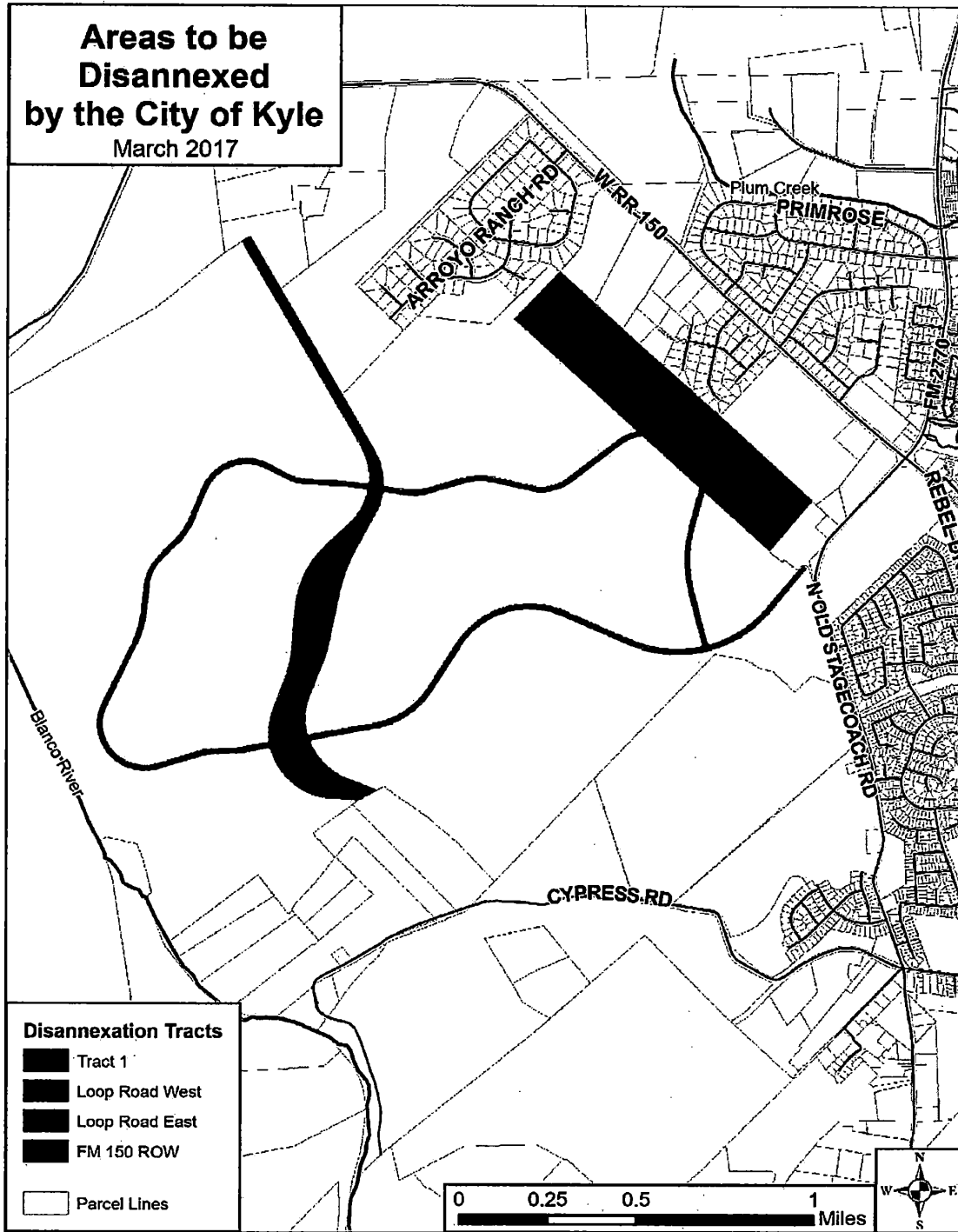
By:   
Todd Webster, Mayor

**ATTEST**

By:   
Jennifer Vetrano  
City Secretary

**EXHIBIT "F"**  
**SPINE ROAD ALIGNMENT, INCLUDING AREAS TO BE ANNEXED AND DE-ANNEXED**





**EXHIBIT "G"**  
**CITY PID REQUIREMENTS**

**CITY OF KYLE**

**Public Improvement District Policy**

**OVERVIEW**

Public Improvement Districts ("PIDs"), per the Texas Local Government Code Chapter 372 ("the code" or "PID Act"), provide the City of Kyle ("the City") an economic development tool that permits the financing of qualified public improvement costs which confer a special benefit on a definable part of the City, including property both within its corporate limits as well as property that may be located within its extra-territorial jurisdiction. Proceeds from bonds issued by a PID can finance capital costs and fund supplemental services to meet the community needs which could not otherwise be constructed or provided. The bonds issued by the PID to fund the costs of eligible capital improvements and/or supplemental services are paid entirely by property owners within the Public Improvement District ("PID") who receive special benefits from the capital improvements or services. **A PID may only be used to pay for public improvements.**

A PID is comprised of properties, whose owners have petitioned the City to form a PID. The City Council establishes a PID by adoption of a resolution after a public hearing. Written notification of the public hearing is published and mailed to all property owners in the proposed PID. By petition, the owners pledge to pay an assessment in order to receive enhanced services and/or improvements within the District. The PID must demonstrate that it confers a benefit, not only to the properties within the district, but also to the "public" which includes the City.

The purpose of this PID policy is to outline the issues to be addressed by the owner of the taxable real property liable for assessment petitioning for creation of a PID ("Petitioner") before the City Council can support the establishment of a PID. The PID policy outlines such things as petition requirements, qualified costs, financing criteria, information disclosures to property owners, and the determination of annual plans, budgets and assessments.

**GENERAL**

1. A PID may be created and utilized to construct qualified public improvements and/or reimburse a Developer's actual and documented costs required to serve the development. Such incremental costs shall be associated with the construction of qualified public improvements.
2. PIDs must be self-sufficient and not require the City to incur any costs associated with the formation of the PID, bond issuance costs, PID administration or the construction of PID improvements.
3. PID petition signatures should reflect that a reasonable attempt was made to obtain the full support of the PID by the majority of the property owners located within the proposed PID. Priority will be given to PIDs with the support of 100% of the landowners within a PID.

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4. Priority will be given to PID improvements:
  - a. In support of development that will generate economic development benefits to the City;
  - b. In the public right of way (e.g., entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage); and
  - c. Which meet community needs (e.g., enhanced drainage improvements, parks and off-street public parking facilities, wastewater and/or water on or off-site improvements).
5. A PID's budget shall include sufficient funds to pay for all costs, including additional administrative and/or operational costs.
6. A Landowner's Agreement must be recorded in the Official Public Records of the County in which the PID is located which, among other things, will notify any prospective owner of the existence or proposal of special assessments on the property. All closing statements and sales contracts for lots must specify who is responsible for payment of any existing PID assessment or a *pro rata* share thereof until such time as the PID assessment is paid in full.
7. Any requested adjustments or deviations from the terms of this Policy for a PID shall be clearly requested and explained in the PID petition for that PID. Any adjustments or deviations granted are at the sole discretion of the City Council.
8. A PID must be identified as a PID with use of signage along the main entry/exits located at the boundaries of the PID. All signage shall be clearly visible to all motorists entering and exiting the PID.
9. Property owned by the City of Kyle that is located in the boundaries of the PID shall not be subject to any assessment by the PID.
10. No PIDs will be allowed to be created that overlap the boundaries of another PID.
11. Annual Service and Assessment Plan updates, as required by chapter 372 of the PID Act, shall be provided for if a PID is created in response to a petition.

## PETITION REQUIREMENTS

In addition to the requirements of Texas Local Government Code §372.005(a) the petition must include the following:

1. PID petitions shall include this additional note: "With respect to community property, the City may accept the signature of a spouse as a representation of both spouses that they support the creation or renewal of the PID absent a separate property agreement. *However, if City staff is made aware of any disagreement among owners of community property, those petitions will not be counted.*
2. Signatures for PID petitions must be gathered not more than six months preceding submittal of the PID Application.
3. PID petitions shall include this language: The City shall, upon reasonable prior written notice to the Developer and during normal business hours, have the right to audit and inspect the Developer's records, books, and all other relevant records related to

City of Kyle  
Public Improvement District Policy

Reimbursable Amounts under this Agreement. The Parties agree to maintain the appropriate confidentiality of such records, unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, State Law, municipal ordinance, or at the direction of the Office of the Texas Attorney General.

4. All PID Agreements shall include Indemnification language for construction of public improvements as follows:

Indemnification. DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO DEVELOPER'S CONSTRUCTION OF THE PUBLIC IMPROVEMENTS INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO DEVELOPER OR DEVELOPER'S CONTRACTORS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES, INCLUDING ANY SUCH ACTS OR OMISSIONS OF DEVELOPER OR DEVELOPER'S CONTRACTORS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF DEVELOPER OR DEVELOPER'S CONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF DEVELOPER OR DEVELOPER'S CONTRACTORS ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE DEVELOPER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING

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**DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**

**IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE DEVELOPER SHALL SURVIVE THE TERMINATION AND / OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND / OR THEIR OFFICERS, EMPLOYEES AND ELECTED OFFICIALS PERMITTED BY LAW.**

For a district to be established, a petition shall include the following:

1. Evidence that the petition's signatures meet the state law requirements or the petition must be accompanied by a reasonable fee to cover the City's costs of signature verification. If the proposed district is an expansion of an existing district, a petition for the new portion of the district must identify each subdivision, or portion thereof, within the proposed boundaries of the new district, and each subdivision or portion thereof that is not currently in an existing PID shall individually satisfy the requirements for a petition under Section 372.005 of the Texas Local Government Code. Subdivision has the meaning assigned by Section 232.021 of the Texas Local Government Code.
2. Map of the area, a legal description of the boundaries of the district for the legal notices and a "commonly known" description of the area to be included in the district.
3. Statement that the petitioners understand that the annual Service and Assessment Plan for the district is subject to review by City staff with final approval by the City Council.
4. Unless otherwise approved by City Council in acceptance of the PID Petition as provided in Item 7 under General above, upon approval of the PID, the boundaries of the PID will be immediately annexed into the City of Kyle.

In addition, the following issues must be addressed before the City Council will take action on a petition.

1. A non-refundable application fee of \$15,000.00 will be required with the filing of a petition to create a PID. This fee is regulatory in character and approximates the costs of evaluating the PID petition. Any other related upfront City-required cost, limited to actual costs as are documented by the City, is the responsibility of the Developer.
2. A petition must include a current tax roll with notations indicating the owners registering support for the petition.
3. A copy of the Preliminary PID Finance Plan shall be submitted with the petition. This Finance Plan shall include at minimum:
  - a. Targeted gross bond amount;
  - b. Estimated *ad valorem* revenue generated;
  - c. Annual assessment per unit;
  - d. Estimated number of bond issuances;
  - e. Proposed maturity dates for PID Bonds; and

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- f. Any other such supporting information related to the success of the PID.

### **PID ADMINISTRATION**

1. The City may contract with a qualified third party company to manage and administer the PID, subject to appropriate oversight by City staff.
2. Any management firm for a PID shall be required to submit quarterly reports of all activities and expenditures to the City until the project is 80% build out.
3. The City may request an independent audit at any time.

### **PROJECT CRITERIA**

In agreeing to form a PID for which debt will be issued to fund the costs of constructing qualified public improvements, the City will require the following:

1. The property owner must demonstrate to the City that it has the expertise to complete the new development that the PID will support.
2. The property owner must provide the City with its sources of funding the public improvements not being funded by the PID unless such improvements have already been constructed by the property owner prior to the PID funding.
3. The proposed development must be consistent with the entitlements on the property. All required zoning must be in place for the development of the portion or phase of the Property to be assessed by the PID Bond issue prior to the issuance of any PID bonds for that portion of the property.
4. The property owner must provide evidence to the City that the utility service provider has or will have sufficient capacity to provide all necessary utility services for the development of the portion or phase of the Property to be assessed by the PID Bond issue prior to the issuance of any PID bonds for that portion of the property.
5. All reasonable estimated costs must be identified before a decision is reached on a request to issue bonds for a PID. Costs to be identified include costs related to establishing the district, costs for construction and/or the acquisition of improvements, the maintenance and operation of improvements (if any) and PID administrative costs.
6. If the City elects to hire a qualified third party PID administrator to administer the PID, the costs for such administration shall be paid for with PID funds.
7. The PID Financing Agreement (or other applicable PID documentation) shall contain a section which clearly identifies the benefit of the PID to the affected property owners and to the City as a whole (i.e., public purpose) and also evidence of insurance.
8. The Service and Assessment Plan shall describe, if applicable, all City-owned land within the district.

### **BOND SIZE LIMITATIONS**

The following limitations and performance standards shall apply to a PID debt issue approved by the City:

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1. Minimum appraised value to lien ratio at date of each bond issue: 3:1
2. Minimum annual permitted increase for the debt service component of the annual assessment installment: 0%
3. Maximum maturity for each series of bonds (to extent allowed by law): 30 years

The aggregate principal amount of bonds required to be issued shall not exceed an amount sufficient to fund: (i) the actual costs of the qualified public improvements; (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than three (3) years from the date of the initial delivery of the bonds; and (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of future bond issuances.

## FINANCING CRITERIA

1. The PID may seek bond issues in advance of construction of an individual phase of a project subject to compliance with these standards.
2. No City backing or moral obligations will be utilized to fund or support the PID bonds.
3. All proposed subsequent PID bond issues for a project, if any, will be subject to approval by the City Council.
4. Special assessments on any given portion of the property may be adjusted in connection with subsequent bond issues as long as an agreed-upon maximum annual assessment rate is not exceeded for a project or phase, and the special assessments are determined in accordance with the Service and Assessment Plan and the PID Act. Special assessments on any portion of the property will bear a direct proportionate relationship to the special benefit of the public improvements to that improvement area. In no case will assessments be increased for any parcel unless the property owner of the parcel consents to the increased assessment.
5. The City shall not be obligated, but may choose to do so at its sole discretion, to provide funds for construction of any improvement except from the proceeds of the PID bonds and PID assessments.
6. Each PID Bond Indenture will contain language precluding the City from making any debt service payments for the PID bonds other than from available special assessment revenues.
7. A PID will be responsible for payment of all the City's reasonable and customary costs and expenses including the cost of any appraisal.
8. Any PID bond issued will include a Reserve Fund in an amount equal to the lesser of: (i) the maximum annual debt service on the bonds; (ii) 10 percent of the Bond Par Amount; or (iii) 125 percent of the average annual debt service and that such Reserve Fund will be funded from bond proceeds at the time bonds are issued.
9. All public infrastructure within the PID that is to be reimbursed must include a minimum of three (3) bidders approved by the City and the Developer.

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10. All Developers and significant landowners will provide any required continuing disclosure obligations associated with the issuance of PID bonds as required under the Indenture or any other regulatory agreement or regulatory agency.
11. All construction of improvements is subject to City review and provision shall be made for dedication to City or to another appropriate entity.

**MISCELLANEOUS**

1. Severability: If any section, subsection, sentence, clause, phrase, or word of this policy is declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
2. No Personal Liability of Public Officials. No public official or employee shall be personally responsible for any liability arising under or growing out of any approved PID. Any obligation or liability of the Developer whatsoever that may arise at any time under the approved PID or any obligation or liability which may be incurred by the Developer pursuant to any other instrument transaction or undertaking as a result of the PID shall be satisfied out of the assets of the Developer only and the City shall have no liability.

**EXHIBIT "G-1"**  
**ADDITIONAL PID REQUIREMENTS APPROVED BY OWNER**

**GENERAL**

1. Priority will be given to PID improvements:
  - (a) Improvements or services that advance City's adopted Master Plan; and
  - (b) Projects that increase or enhance City's multimodal transportation and roadway plans.
2. All purchasers of property within a PID that elect to set up an escrow account to pay for mortgage payments, property taxes, insurance and/or other related expenses; shall be required to include the payment of any PID annual installments in the amounts collected via such escrow account.
3. Developer contracts with builders will require that builders who use the Multiple Listing Service (or other comparable mass distribution service of available properties for sale) include within such listing the presence of the PID and the estimated annual installments due.
4. In the case of any conflict between **Exhibit "G"** and **Exhibit "G-1"**, **Exhibit "G-1"** controls.

**PETITION REQUIREMENTS**

1. In accordance with Texas Local Government Code §372.005(a) the petition must include the following:
  - (a) the general nature of the proposed improvements;
  - (b) the estimated cost of the improvements;
  - (c) the boundaries of the proposed assessment district;
  - (d) the proposed method of assessment, which may specify included or excluded classes of assessable property;
  - (e) the proposed apportionment of costs between the public improvement district and the municipality or county as a whole;
  - (f) whether the district will be managed by the municipality or county, by the private sector, or by a partnership of the two;
  - (g) that the persons signing the petition request or concur with the establishment of the district; and
  - (h) that an advisory body may be established to develop and recommend an improvement plan to the governing body of the municipality or county.

### **BOND SIZE LIMITATIONS**

1. Minimum overall appraisal by an independent 3rd party appraiser, provides for a value to lien ratio at date of each bond issue of 3:1.
2. Maximum annual permitted increase in annual assessment installment: 2%

### **FINANCING CRITERIA**

1. The PID may seek bond issues in advance of construction of an individual Phase of a Project subject to compliance with these standards. All such PID bond issue will be subject to approval of the City Council.
2. The City shall not be obligated to provide any funds for any improvement except from the proceeds of the PID Bonds and PID assessments.
3. Improvements funded with PID proceeds will be exempt from any public bidding or other purchasing and procurement policies per Texas Local Government Code Section 252.022(a) (9) which states that a project is exempt from such requirements if "paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements."
4. Pursuant to the PID Act, the interest rate for assessments may exceed the interest rate of the bonds by no more than one half of one percent (0.50%). The City may allocate up to 0.50% of the interest rate component to fund a delinquency reserve, prepayment reserve, or for any other use that provides a direct benefit to the PID.
5. Developer will demonstrate committed capital (by proof of bank financing) to the City, on the closing date of PID Bonds issued in advance of construction of the first phase of Public Improvements for the Project, in an amount confirmed by an engineer's estimate of probable cost, which represents the difference between the budgeted cost to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID bonds.
6. Improvements to be funded by the PID are limited to those defined as Authorized Improvements under Texas Local Government Code Section 372.003(b):
  - (a) Landscaping and irrigation in public rights of way;
  - (b) Erection of fountains, distinctive lighting, backlit street signs and way finding signs;
  - (c) Acquiring, constructing, improving, widening, narrowing, closing or rerouting sidewalks, streets or any other roadway or their rights-of-way;
  - (d) Construction or improvement of pedestrian malls;
  - (e) Acquisition and installation of pieces of public art;

- (f) Acquisition, construction or improvement of libraries;
- (g) Acquisition, construction or improvement of public off-street parking facilities;
- (h) Acquisition, construction, improvement or rerouting of mass transportation facilities;
- (i) Acquisition, construction or improvement of water, wastewater or drainage improvements;
- (j) The establishment or improvement of parks;
- (k) Acquisition, by purchase or otherwise, of real property in connection with an authorized improvement:
- (l) Acquisition, by purchase or otherwise, of real property that shall be designated as conservation habitat, protected with a conservation easement, or used in furtherance of the protection of endangered species, or aquifer recharge features;
- (m) Special supplemental services for improvement and promotion of the district, including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and culture enhancement;
- (n) Payment of expenses incurred in the establishment, administration, and operation of the district, including expenses related to the operation and maintenance of mass transportation facilities; and
- (o) The development, rehabilitation, or expansion of affordable housing.

**EXHIBIT "H"**  
**PID AGREEMENT TERM SHEET**

The following limitations and performance standards will apply to the Blanco River Ranch Public Improvement District (the "PID") agreed to by Blanco River Ranch Properties LP or its affiliates and assignees ("Owner"), and the City of Kyle, Texas (the "City") in connection with the development of the 858.7 acre portion of the 2,166 acre Blanco River Ranch master planned community (the "Project");

**FINANCING CRITERIA – PUBLIC IMPROVEMENT DISTRICT**

1. Maximum Authorized Improvements (including hard costs, soft costs, contingency, and a construction management fee) for the PID: \$225,000,000. Maximum Project Improvements (including hard costs, soft costs, contingency, and a construction management fee) for Improvement Areas 1A, 1B and 1C (i.e., the Project): \$100,000,000.
2. Minimum appraised value to lien ratio for each PID Bond issued: 3:1
3. Maximum total equivalent tax rate including PID annual installment: \$3.10/\$100 Assessed Value
4. Maximum years of capitalized interest : 2
5. Maturity of PID Bonds (to extent allowed by law): 25 yrs.
6. It is agreed that the improvements to be funded by the PID are limited to those defined as Authorized Improvements under Texas Local Government Code Section 372.003.
7. The aggregate principal amount of PID Bonds required to be issued shall not exceed an amount sufficient to fund: (i) the actual costs of the qualified Authorized Improvements (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 2 years from the date of the initial delivery of the bonds and (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of actual bond issuance.

**MISCELLANEOUS**

1. **Owner may request the issuance of PID Bonds in advance of construction of Public Improvements for the Project subject to compliance with these standards. No PID Bonds will be issued without the approval by the City of a Service and Assessment Plan for the Project.**

2. **No General Obligation or Certificate of Obligation bonds will be utilized by the City to fund the PID's Authorized Improvements.**
3. Special assessments on any given portion of the Project may be adjusted in connection with subsequent PID Bond issues as long as the maximum annual assessment rate is not exceeded, and the special assessments are determined in accordance with the Service and Assessment Plan. Special assessments on any portion of the Project will bear a direct proportionate relationship to, and will not exceed, the special benefit of the Authorized Improvements to that improvement area.
4. The City shall not be obligated to provide funds for any Authorized Improvement except from the proceeds of the PID Bonds.
5. The PID Bonds' Trust Indenture will contain language precluding the City from making any debt service payments for the PID Bonds other than from available special assessment revenues.
6. The PID will be responsible for payment of all of the City's reasonable and customary costs and expenses associated with the financing and administrative activities of the PID.
7. It is agreed that the PID will be exempt from any public bidding or other purchasing and procurement policies per Texas Local Government Code Section 252.022(a) (9) which states that a project is exempt from such policies for "paving drainage, street widening, and other Authorized Improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements."
8. No additional security or surety will be provided by the Owner, or its assignees, for the construction of the Authorized Improvements beyond typical performance bond or other similar surety agreements.
9. It is agreed that all principal landowners will provide any required continuing disclosure obligations associated with the issuance of PID Bonds as required under the Trust Indenture or any other regulatory agreement or regulatory agency.
10. This term sheet shall remain in place and in force until such time and date that a Final Financing Agreement is executed by both the City and the Owner.
11. In the case of any conflict between **Exhibit "G"** and **Exhibit "H"**, **Exhibit "H"** controls.

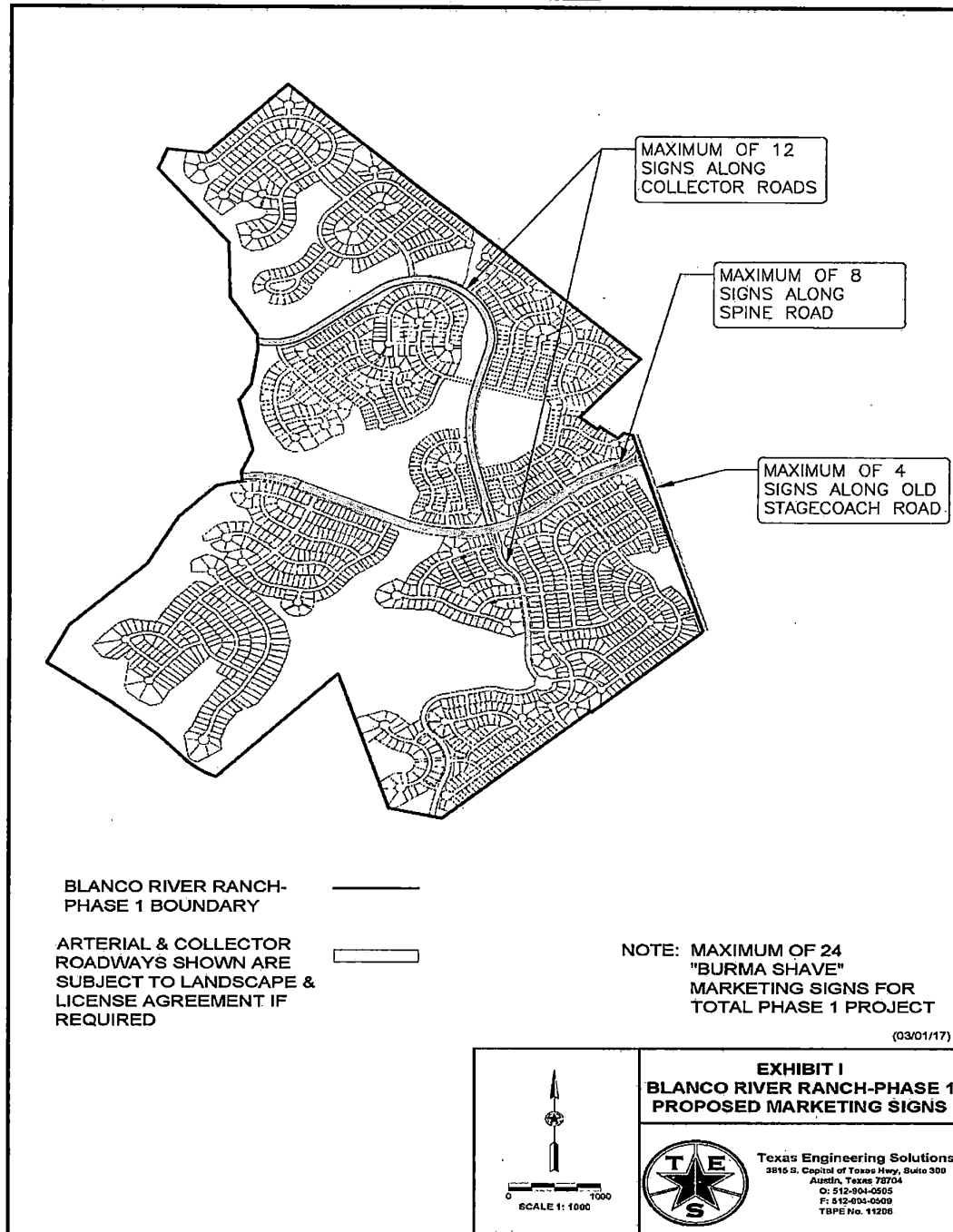
### **ADDITIONAL CRITERIA FOR PROPERTY**

1. Owner agrees that an amount not to exceed 10 percent of the net PID Bond proceeds otherwise payable for actual costs of Authorized Improvements under this Agreement, exclusive of cost of issuance, interest, and contingency (the "City PID Payment"), will be retained by the City out of each PID Bond issuance to fund the City's actual expenditures or reimbursements to third parties for the cost of construction and/or acquisition of the following Authorized Improvements that benefit the Property: offsite water storage facilities, off-site booster pump facilities, and other off-site water system improvements serving the Property; off-site wastewater system improvements serving the Property; realignment and improvement of (including roundabout for) Old Stagecoach Road; realignment and improvement of FM 150; and trails and parks serving the Property (the "City PID Improvements"). Any costs incurred or advanced by Owner for the City PID Improvements will be credited against and reduce the amount of the City PID Payment at the time of each PID Bond issuance. If any City PID Improvements will serve property in addition to the Property, only a prorata share of the costs of such improvements will be eligible to be funded through the City PID Payment and such prorata share will be calculated based on the ratio of the total LUES within the Property to be served by the facility in question to the total LUEs to be served by the facility or, for roadway improvements, based on the estimated impact to the roadway as determined by a trip generation or traffic impact analysis. At such time as the cost of all City PID Improvements, or the eligible portions thereof, have been funded through PID Bonds, no further City PID Payment will be retained by the City.
2. The City and the Owner agree that the cost estimates for and timetable for construction and funding of the specific improvement projects that will be classified as the City PID Improvements will be agreed upon prior to approval of the service and assessment plan for the Project and that the total City PID Payment will not exceed 10% of the amount of the PID Bonds issued for hard and soft costs of Authorized Improvements (net of interest, costs of issuance and contingency). Any sums advanced or paid by Owner for costs associated with the City PID Improvements prior to the issuance of PID Bonds not previously reimbursed to Owner will be credited against and reduce the amount of the City PID Payment at the time of each issuance of PID Bonds.
3. The City agrees to defer annexation of each phase of the Residential Component of the Project until all PID bonds that are to be repaid through assessments against that phase have been issued and repaid in full, there are no further PID assessments applicable to or payable through assessments against that phase, and the City has discharged all of its PID obligations for that phase.
4. The amount of PID bonds issued that will be secured by assessments against the Property will not exceed \$100,000,000 (the "Project PID Bonds"). The proceeds of the Project PID Bonds, net of costs of issuance (the "Net Proceeds"), will be

receive up to 90% of the Net Proceeds and the City will be eligible to receive up to 10 of the Net Proceeds. Only Public Improvements that benefit the Project will be eligible for funding out of the Project PID Bonds.

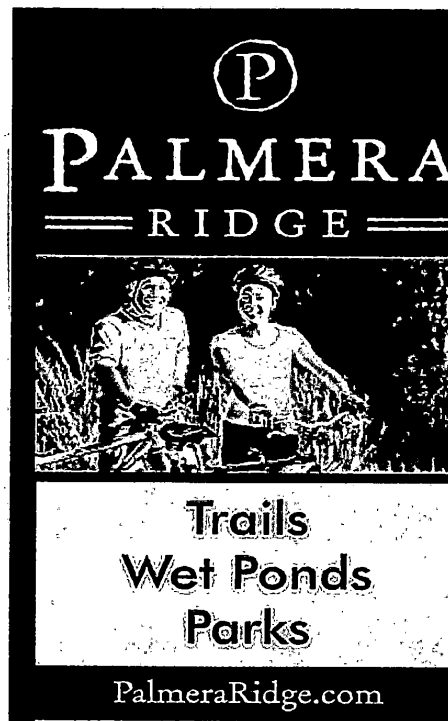
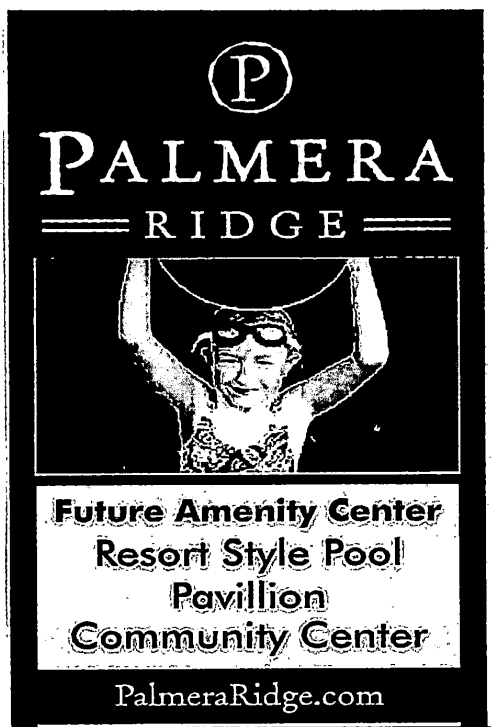
5. The City agrees to enter into an acquisition and reimbursement agreement providing that (i) Owner will be eligible for reimbursement of soft costs for Public Improvements that serve the first phase of the Project upon the City's approvals of the design plans for the water and wastewater facilities that serve that phase for operation and maintenance, which approval will not be unreasonably withheld or delayed; and (ii) Owner will be eligible for reimbursement of hard costs for Public Improvements that serve the first phase of the Project upon the City's acceptance of the water and wastewater facilities that serve that phase for operation and maintenance, which acceptance will not be unreasonably withheld or delayed. After reimbursement for the first phase of the Project Improvements, Owner will be eligible for subsequent reimbursement payments as additional Project Improvements design plans and construction are completed by Owner and approved or accepted by the City. The City agrees to proceed with the issuance of Project PID Bonds on a schedule and in a manner that allows Owner to receive reimbursement in a timely manner following completion of the first phase of the Project Improvements as additional phases are completed thereafter.
6. The City agrees to enter into a financing agreement providing that within 30 days of the City's receipt of the proceeds of the sale of Project PID Bonds, the City will reimburse the Owner for the costs of Public Improvements advanced by Owner and eligible for payment out of the Net Proceeds. Eligible costs will include design, engineering, construction management, and professional services; road, utility, streetscape, park and other public improvements; land acquisition; and any other costs that may be financed under Chapter 372, Local Government Code.
7. Owner agrees to submit documentation of the hard and soft costs incurred by Owner for which reimbursement is requested as a condition to such reimbursement.
8. In the case of any termination of the Development Agreement and/or dissolution of the District, the obligation of the City to pay or reimburse the costs of Public Improvements expended by the Owner prior to such termination or dissolution, and remaining unpaid, shall survive such termination or dissolution.

**EXHIBIT "I"**  
**PERMITTED LOCATIONS FOR SIGNAGE AND LANDSCAPE IMPROVEMENTS**



Instrument # 17018505 Number: 70 of 77 Filed and Recorded: 5/31/2017 4:40 PM  
Liz Q. Gonzalez, Hays County Clerk, Texas Rec \$330.00 Deputy Clerk: KBOGGUS

Samples of Similar “Burma Shave” Marketing Signs For Blanco  
River Ranch – Phase 1



- Maximum Height of Sign – 8 FT
- Maximum Size of Sign – 32 SF
- Signs To Be Constructed Of Metal Or Wood

A large vertical sign for Palmera Ridge. At the top is a circle containing the letter 'P'. Below it, the word 'PALMERA' is written in a large, serif font, with 'RIDGE' in a smaller, similar font underneath. Two horizontal lines separate the two words. Below the text is the AT&T logo and the text 'Connected Communities'. At the bottom, there is a section for 'AT&T U-Verse' with details about TV, High Speed Internet, Home Phone or Wireless, the website 'ATT.com/uverseconnect', the phone number '866-636-6686', and the website 'PalmeraRidge.com'.

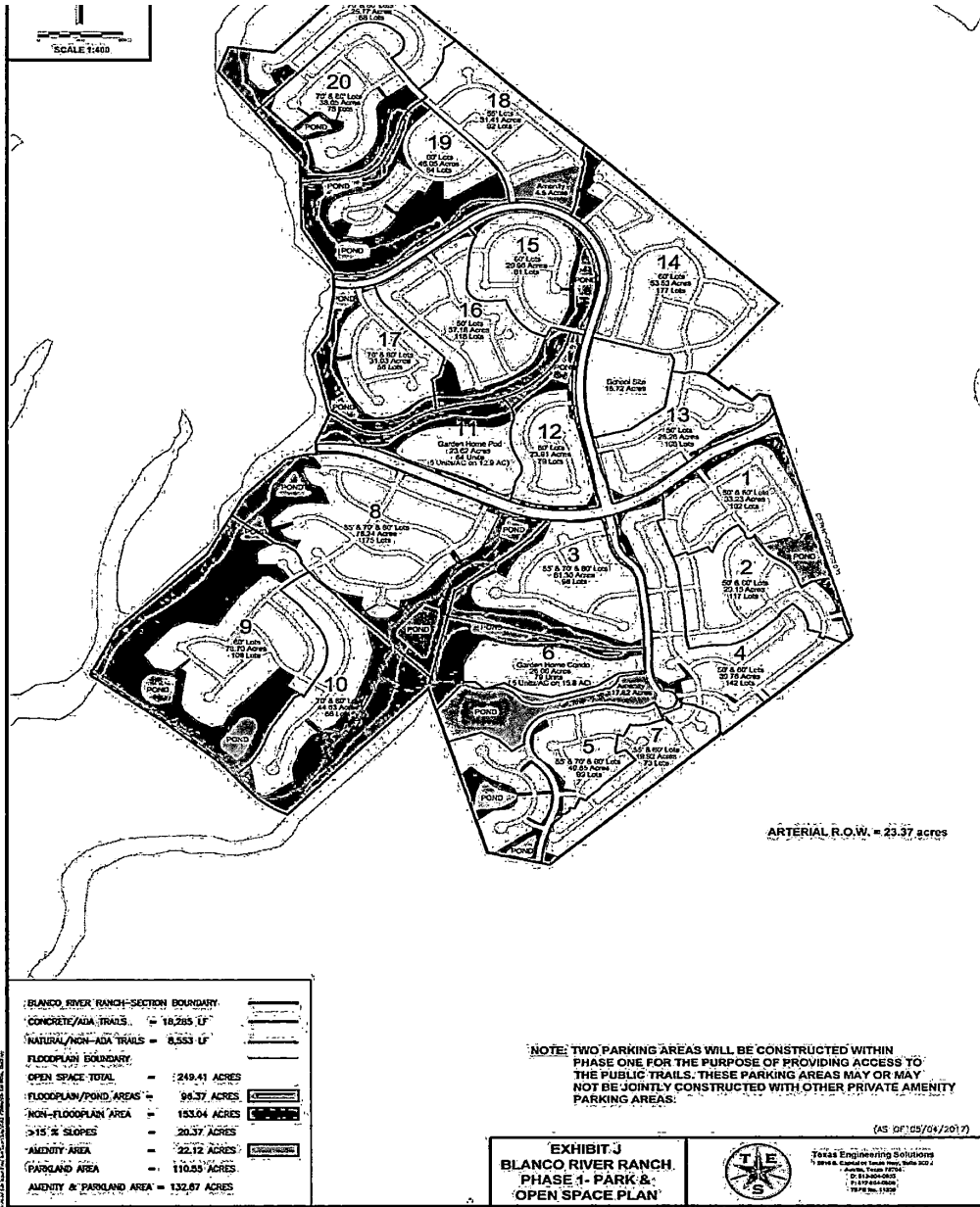
A vertical sign for Highlands at Mayfield Ranch. It features the 'HIGHLANDS AT MAYFIELD RANCH' logo at the top. Below the logo is a dark box with the word 'Builders' in white. Underneath are four horizontal sections, each with the word 'Homes' and a white arrow pointing to the right.

A vertical sign for Highlands at Mayfield Ranch. It features the 'HIGHLANDS AT MAYFIELD RANCH' logo at the top. Below the logo are five horizontal sections: 'Amenities', 'Community Center', 'Resort Style Pool', 'Pool Toys', and 'Pavilion'.

A vertical sign for Highlands at Mayfield Ranch. It features the 'HIGHLANDS AT MAYFIELD RANCH' logo at the top. Below the logo are five horizontal sections: 'Utilities', 'Natural Gas Provided by Atmos Energy', 'Pedernales Electric Co.', 'City of Georgetown Water', and 'AT&T U-Verse'.

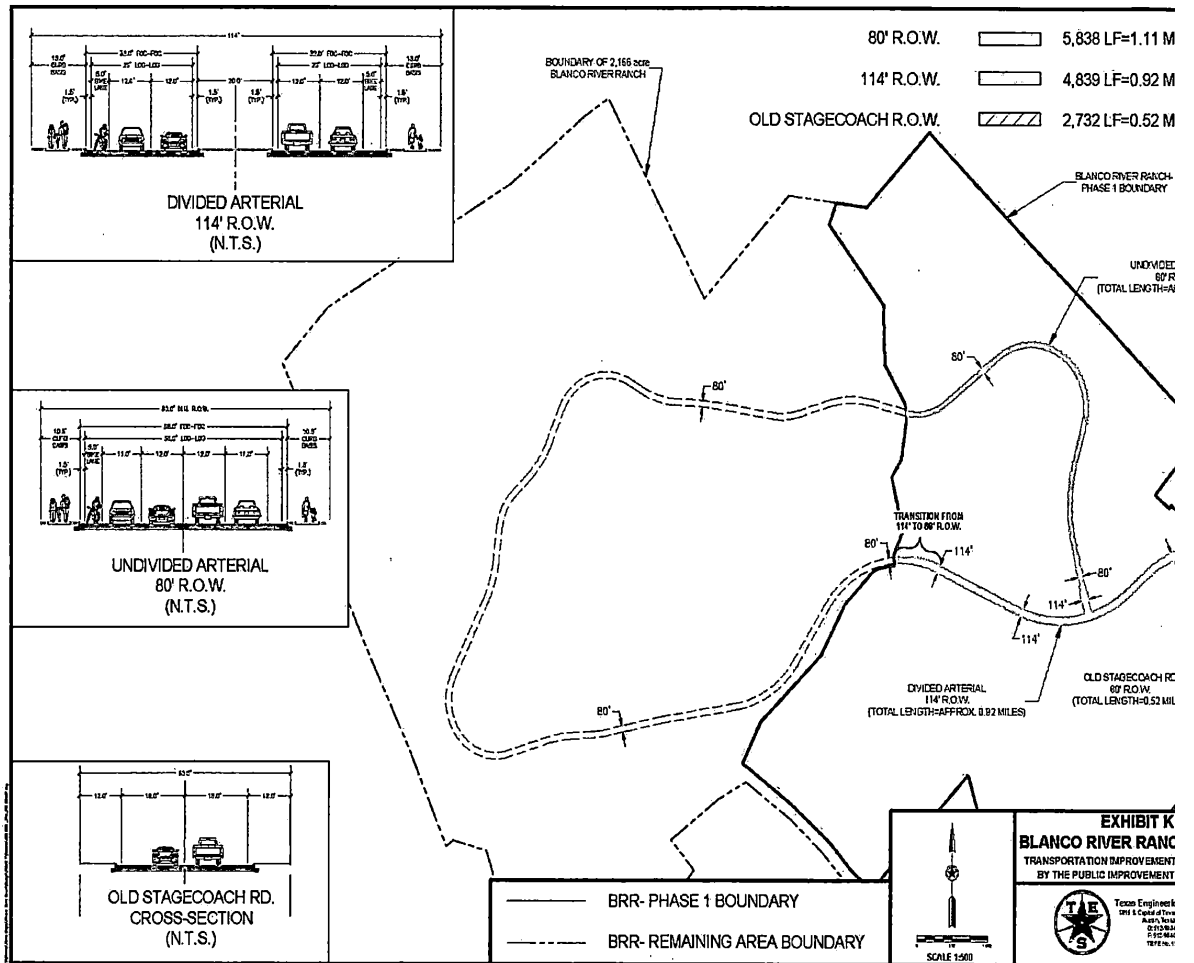
Exhibit 'T' - Page 3 of 3

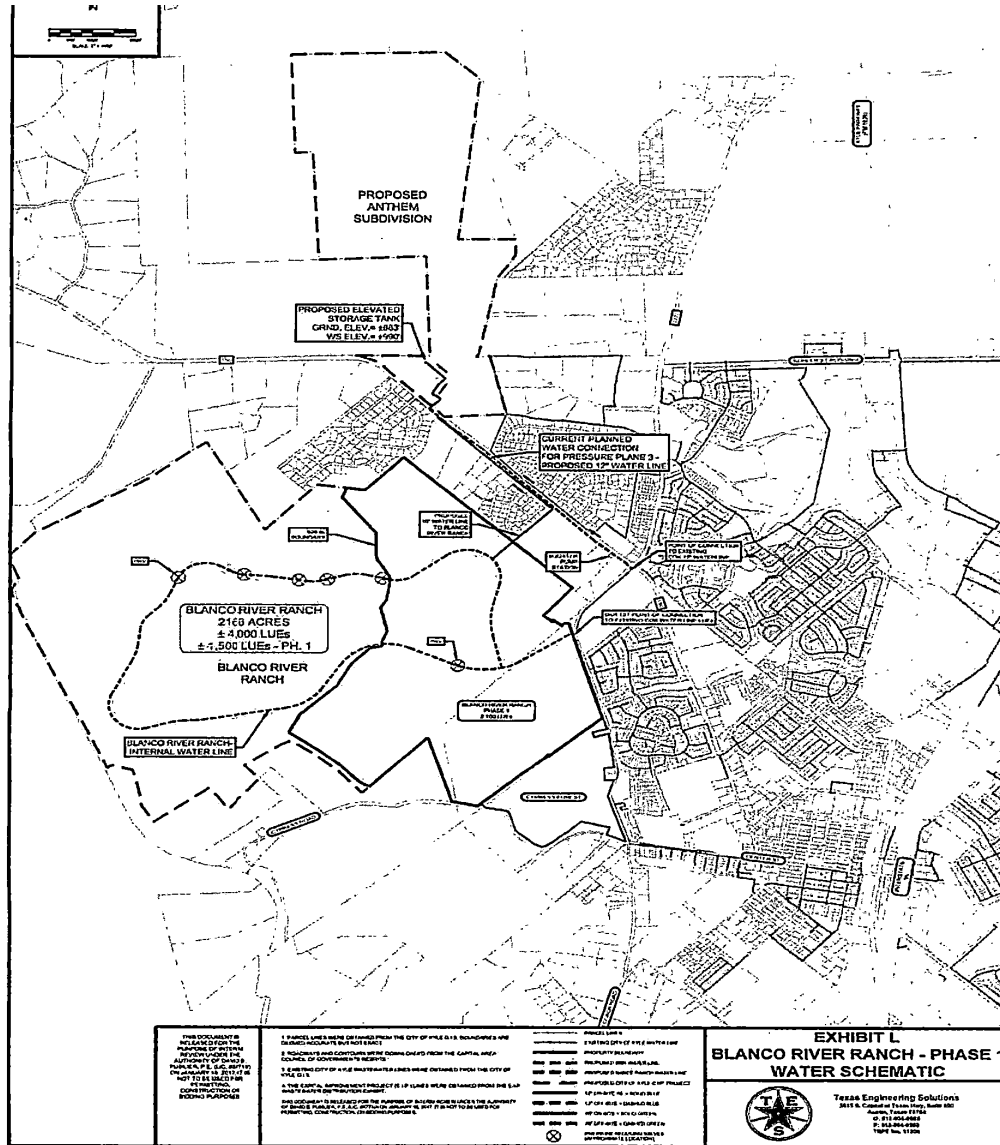
{W0724190-7}  
4-25-17



{W0724190.7}  
 4.25.17

Exhibit "K" - Page 1 of 1





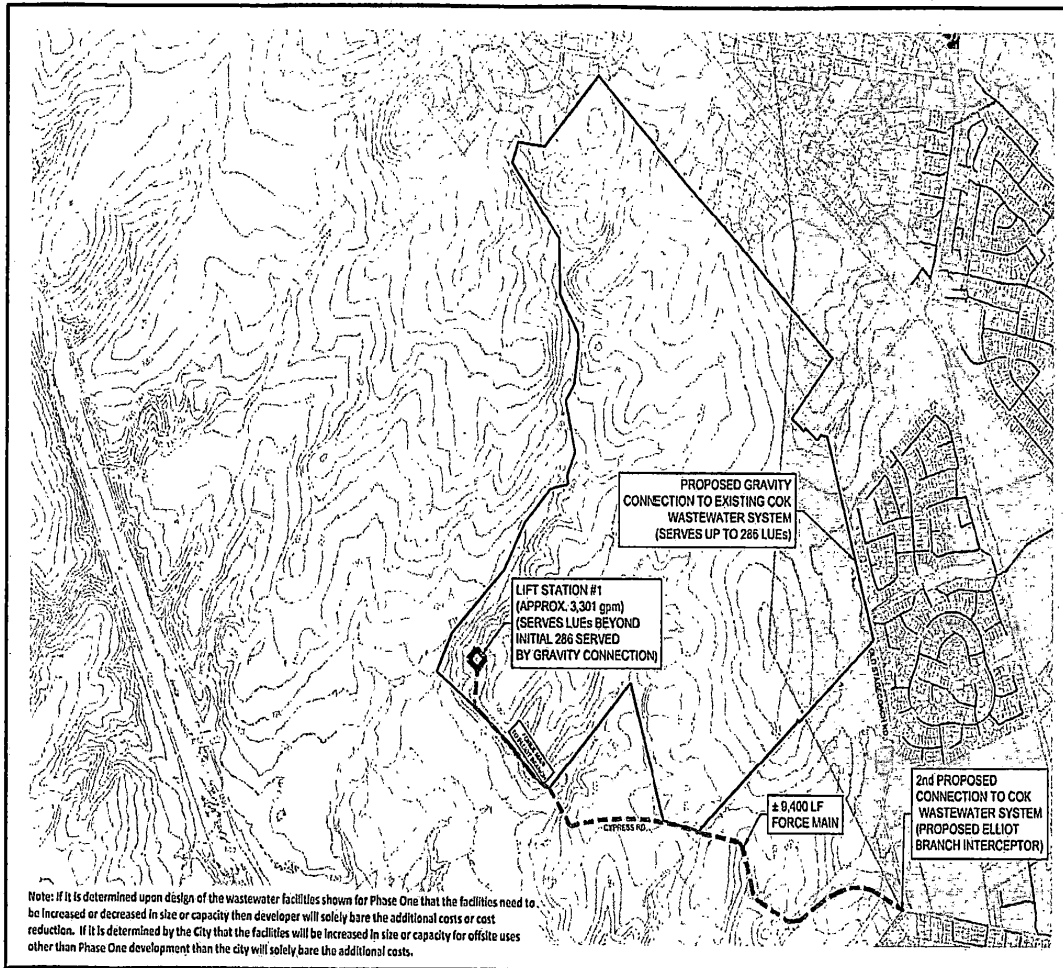
<p>THIS DOCUMENT IS PREPARED FOR THE CITY OF ANTHEM BY TEXAS ENGINEERING SOLUTIONS, INC. (TES) UNDER THE AUTHORITY OF TEXAS PROFESSIONAL ENGINEERS LICENSE NO. 15187. THIS DOCUMENT IS NOT TO BE USED FOR ANY OTHER PURPOSES.</p>	<p>1. PARCEL LINES WERE OBTAINED FROM THE CITY OF ANTHEM. PARCELS ARE NOT GUARANTEED TO BE ACCURATE.</p>	<p>PHASE 1</p> <p>1. 12\"/&gt; </p>
	<p>2. PROPERTY OWNERS AND ADJACENT PROPERTY OWNERS SHOULD VERIFY THE CAPACITY, DEPTH, AND LOCATION OF EXISTING UTILITY LINES BEFORE CONSTRUCTION.</p>	<p>2. THE CITY OF ANTHEM IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY UTILITY LINES OR FACILITIES SHOWN ON THIS SCHEMATIC.</p>

**EXHIBIT L**  
**BLANCO RIVER RANCH - PHASE 1**  
**WATER SCHEMATIC**

Texas Engineering Solutions  
 2615 E. Camelot at 75th Street, Suite 100  
 Austin, Texas 78758  
 P: 512.266.8888  
 F: 512.266.8888  
 TSS01101

**Note:** If it is determined upon design of the water facilities shown for Phase One that the facilities need to be increased or decreased in size or capacity then developer will solely bare the additional costs or cost reduction. If it is determined by the City that the facilities will be increased in size or capacity for offsite uses other than Phase One development then the city will solely bare the additional costs.

**EXHIBIT "M"**  
**WASTEWATER FACILITIES PLAN**



3315 S. H. AUS OF T

NOTE:  
 1. WASTE... WILL BE... THE CITY  
 2. CON... DOWN... TCE... CO... UTILITIES AND SERV

CCN S  
 City of W

SCALE  
 THIS DOCU... THE PURPO... UNDER THE... 0. F... JANUARY 1... USED... CONSTR...

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1. Fencing will be 8' tall commercial grade chain link fence.
2. Fencing will be installed 5 feet inside property line for maintenance outside the fenced area.
3. A 12"x12" sign identifying the name of the facility, operator, and contact phone number will be placed on entrance gates.
4. Lift Stations will include pumps and controls with soft starts or VFDs from manufacturers acceptable to the City Engineer or the Director of Public Works.
5. A safety grate will be included on Lift Station wet well access doors.
6. A shade cover with lighting will be installed over outdoor Lift Station controls.
7. The Lift Station will be connected to the City's SCADA system for remote monitoring of Lift Station wet well levels.
8. The Lift Stations will be designed with a peak factor calculated based on the population served.
9. Water service provided at each Lift Station by City at no cost to developer.
10. Site lighting to be LED per City of Kyle ordinances.
11. Access driveway will be gravel/road base material, minimum 8 inches in depth.



**TRANSMITTAL COVER LETTER**

**TO:** Mr. Scott Sellers **Via Courier**  
City of Kyle  
City Manager

**FROM:** Amy Lynn Payne  
Blake Magee Company

**DATE:** May 15, 2017

**SUBJECT:** Blanco River Ranch Development Agreement (DA)

**ENCLOSED:** Two originals with incorporated revisions as detailed below.  
**PLEASE FIND**

Scott, please find the final DA ready for execution by the Mayor. As we discussed the following scrivener's errors have been corrected:

The blank under Section 5.05 was filled in to say, "an appropriately sized gravity interceptor";  
Exhibit C- Concept Plan was updated to correct the text errors on the face of the drawing that conflicted with the table in Exhibit C;  
Exhibit D – Item 9 referenced Exhibit C. That was corrected to reference Exhibit J;  
Exhibit H- PID Agreement Term Sheet- The blank on page 3 of 4, Item 1 was filled in to say, "the estimated impact to the roadway as determined by a trip generation or traffic impact analysis";  
Exhibit J- Park and Open Space Plan was corrected to match the park plan that was approved on the 1/23/17 Parks Meeting.

- For your information
- In accordance with your request
- Please sign the attached documents
- Please contact me

1011 North Lamar Blvd.  
Austin, Texas 78703  
☎ 512.481.0303    📠 512.481.0333  
www.blakemageeco.com

GF # 0102-11157-6P  
Stewart Title

**ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS  
UNDER BLANCO RIVER RANCH (Phase One Residential Area)  
DE-ANNEXATION AND DEVELOPMENT AGREEMENT**

This Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (this “Assignment”) is by and between Blanco River Ranch Properties, LP, a Texas limited partnership (“Assignor”), and HMBRR Development, Inc., a Texas corporation (“HMBRR Inc.”), HMBRR, LP, a Texas limited partnership (“LP #1”), and HMBRR LP #2, a Texas limited partnership (“LP #2”) (individually, an “Assignee” and, collectively, the “Assignees”), as of the 20<sup>th</sup> day of September, 2017 (the “Effective Date”) and is as follows.

RECITALS

WHEREAS, the City of Kyle (the “City”) and Assignor previously entered into the Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective as of May 16, 2017 and recorded as Document No. 17018505, Official Public Records of Hays County, Texas (the “Development Agreement”) with respect to the 858.7 acres in Hays County, Texas, more fully described in the Development Agreement (the “Property”); and

WHEREAS, Section 12.05 of the Development Agreement provides that, without the consent of City, Assignor may assign its rights and obligations under the Development Agreement to Hanna/Magee LP #1, a Texas limited partnership (“Hanna/Magee”), or to an entity controlling, controlled by or under common control with Hanna/Magee; and

WHEREAS, on the date of this Assignment, Assignor has sold and conveyed the Property to the Assignees, each of which is an entity under common control with Hanna/Magee;

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

A. Assignor hereby assigns all of its rights and obligations under the Development Agreement to the Assignees as follows:

(1) to HMBRR Inc: all of Assignor’s rights and obligations under the Development Agreement relating to the 61.49 acre tract or portion of the Property more fully described on the attached **Exhibit A**, which tract or portion of the Property has, concurrently with this Assignment, been conveyed to HMBRR, Inc. (“Tract 1”);

(2) to LP #1: all of Assignor’s rights and obligations under the Development Agreement relating to the 188.51 acre tract or portion of the Property more fully described on the attached **Exhibit B**, which tract or portion of the Property has, concurrently with this Assignment, been conveyed to LP #1 (“Tract 2”); and

(3) to LP #2: all of Assignor’s rights and obligations under the Development Agreement relating to the 608.7 acre tract or portion of the Property more fully described on the attached **Exhibit C**, which tract or portion of the Property has, concurrently with this Assignment, been conveyed to LP #2 (“Tract 3”).

Assignor's rights and obligations under the Development Agreement with respect to Tract 2, and LP #2 hereby accepts the assignment of all of Assignor's rights and obligations under the Development Agreement with respect to Tract 3.

C. Hanna/Magee is executing this Assignment for the sole purpose of confirming that the Assignees are entities under common control with Hanna/Magee.

D. Each Assignee agrees to indemnify, hold harmless and defend Assignor from and against any and all loss, cost, expense and liability (including, without limitation, court costs and reasonable attorneys' fees) arising under the Development Agreement because a specific Assignee fails to perform its obligations under the Development Agreement as to the specific tract as to which such Assignee assumes the rights and obligations under the Development Agreement, on or after the Effective Date. Assignor agrees to indemnify, defend and hold harmless Assignee from and against any and all loss, cost, expense or liability (including, without limitation, costs of court and reasonable attorneys' fees) arising under the Development Agreement because of Assignor's failure to perform its obligations under the Development Agreement as to any of the Property prior to the Effective Date.

E. To facilitate execution, this instrument may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a copy of a signature transmitted by facsimile or e-mail (e.g., .pdf or Adobe) will be deemed to be an original signature for all purposes. It is not necessary to confirm the copy transmitted by facsimile or e-mail (e.g., .pdf or Adobe) by delivery of the original. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

This Assignment shall be effective from and after the Effective Date.

*(The remainder of this page has been left blank intentionally, and the signature pages follow)*

Assignor:

**BLANCO RIVER RANCH PROPERTIES, LP**, a  
Texas limited partnership

By: Blanco River Ranch Properties GP, LLC, a  
Texas limited liability company, its General  
Partner

Date: September \_\_, 2017

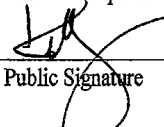
By:   
Gregg Reyes, Manager

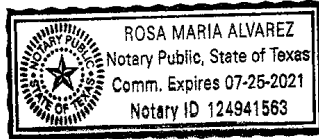
STATE OF TEXAS §

COUNTY OF ~~TRAVIS~~ §  
Harris

This instrument was acknowledged before me on the 19<sup>th</sup> day of September, 2017 by Greg Reyes, Manager of Blanco River Ranch Properties, GP, LLC, a Texas limited liability company, General Partner of BLANCO RIVER RANCH PROPERTIES, LP, a Texas limited partnership on behalf of said limited partnership and limited liability company.

(SEAL)

  
Notary Public Signature



**HMBRR, Inc.:**

**HMBRR DEVELOPMENT, INC.,** a Texas corporation

Date: September 20 2017

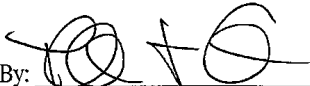
By:   
Blake J. Magee, President

**LP #1:**

**HMBRR, LP,** a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,  
General Partner

Date: September 20 2017

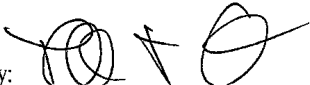
By:   
Blake J. Magee, President

**LP #2:**

**HMBRR LP #2,** a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,  
General Partner

Date: September 20 2017

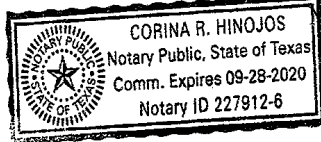
By:   
Blake J. Magee, President

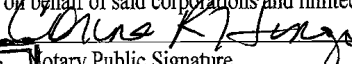
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20 day of September, 2017 by Blake J. Magee, as President of **HMBRR Development, Inc.**, a Texas corporation, and President of Hanna/Magee GP #1, Inc., a Texas corporation that is General Partner of **HMBRR, LP**, a Texas limited partnership and of **HMBRR LP #2**, a Texas limited partnership, on behalf of said corporations and limited partnerships.

(SEAL)



  
Notary Public Signature

Hanna/Magee has executed this Assignment for the sole purpose of confirming the representation contained in Paragraph C.

**HANNA/MAGEE L.P. #1**, a Texas limited partnership

By: Hanna/Magee GP#1, Inc., a Texas corporation,  
its general partner

By:   
Blake Magee, President

Date: 9/20/17

**EXHIBIT A**

Blanco River Ranch  
Phase 1, Sec. 1 & 2  
61.49 Acres

**PROPERTY DESCRIPTION**

**BEING 61.49 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS ¼ LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY, TEXAS AND BEING A PORTION OF CALLED TRACT I, A 1,971.29 ACRE TRACT AND A PORTION OF CALLED TRACT II, A 195.14 ACRE TRACT BOTH DESCRIBED IN A DEED FROM THE STATE OF TEXAS TO BLANCO RIVER RANCH PROPERTIES, LP AND RECORDED IN VOLUME 5230, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 61.49 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.**

**BEGINNING** at a ½-inch iron rod with cap stamped "AST" found on the existing westerly right of way line of N. Old Stagecoach Road, a varying width right of way and being the most easterly southeast corner of said 194.14 acre tract;

**THENCE**, with said right of way line and the southerly line of said 194.14 acre tract, S36°01'23"W, 42.36 feet to a fence post with mag nail on top at the most northerly corner of a called 132.59 acre tract of record in Volume 5224, Page246 of the Hays County Official Public Records;

**THENCE**, continuing with the southerly line of said 194.14 acre tract, same being the northerly line of said 132.59 acre tract, S48°36'08"W, 73.67 feet to a calculated point;

**THENCE**, leaving said southerly and northerly lines and crossing said 195.14 acre tract the following courses and distances:

1. N67°12'55"W, 188.65 feet to a calculated point;
2. S22°18'46"W, 23.72 feet to a calculated point;
3. N66°02'26"W, 50.00 feet to a calculated point;
4. N19°52'00"E, 44.28 feet to a calculated point;
5. N74°45'05"W, 130.00 feet to a calculated point;
6. N05°46'09"E, 47.76 feet to a calculated point;
7. N17°32'07"W, 150.99 feet to a calculated point;
8. N46°07'21"W, 135.75 feet to a calculated point;
9. S48°42'02"W, 127.94 feet to a calculated point;
10. S48°42'48"W, 50.00 feet to a calculated point;
11. S41°17'50"E, 20.01 feet to a calculated point;
12. S48°42'02"W, 210.00 feet to a calculated point;
13. S50°31'38"W, 118.22 feet to a calculated point;
14. S59°32'34"W, 120.82 feet to a calculated point;
15. S69°25'04"W, 121.89 feet to a calculated point;

16. S87°25'28"W, 204.45 feet to a calculated point;
17. S78°50'23"W, 60.14 feet to a calculated point;
18. N07°10'58"W, 133.60 feet to a calculated point;
19. S79°57'58"W, 68.89 feet to the beginning of a curve to the right;
20. with the arc of said curve to the right, 43.31 feet, having a radius of 325.00 feet, a central angle of 07°38'10" and a chord bearing and distance of S83°47'03"W, 43.28 feet to a calculated point;
21. S87°36'08"W, 28.25 feet to a calculated point;
22. N02°23'52"W, 50.00 feet to a calculated point;
23. N87°36'08"E, 3.07 feet to a calculated point;
24. N04°18'13"W, 199.92 feet to a calculated point;
25. N07°08'17"W, 430.00 feet to a calculated point;
26. N13°27'20"W, 126.59 feet to a calculated point;
27. N22°04'53"W, 127.34 feet to a calculated point;
28. N19°59'52"W, 288.35 feet to a calculated point;
29. N87°39'19"E, passing at 126.53 feet the northerly line of said 195.14 acre tract and continuing across said 1971.29 acre tract for a total distance of 162.44 feet to a calculated point at the beginning of a non-tangent curve to the right;
30. Continuing across said 1971.29 acre tract with said curve to the right, 54.96 feet, having a radius of 400.00 feet, a central angle of 07°52'22" and a chord bearing and distance of N01°35'30"E, 54.92 feet to a calculated point at the beginning of a reverse curve;
31. with the arc of said reverse curve to the left, 22.11 feet, having a radius of 15.00 feet, a central angle of 84°28'08" and a chord bearing and distance of N36°42'23"W, 20.16 feet to a calculated point;
32. N78°56'27"W, 9.25 feet a calculated point at the beginning of a curve to the left;
33. with the arc of said curve to the left, 102.36 feet, having a radius of 375.00 feet, a central angle of 15°38'23" and a chord bearing and distance of N86°45'38"W. 102.04 feet to a calculated point;
34. N03°23'28"W, 277.90 feet to a calculated point on the southerly line of a proposed stem road and the beginning of a non-tangent curve to the left;
35. with a curve to the left, 102.91 feet, having a radius of 1560.00 feet, a central angle of 03°46'46" and a chord bearing and distance of N52°02'19"E, 102.89 feet to a ½-inch iron rod with cap stamped "AST" at the point of tangency;
36. With the southerly line of said stem road, N50°08'56"E, 432.17 feet to a ½-inch iron rod with cap stamped "AST" at the beginning of a curve to the right ;
37. with the arc of said curve to the right, 155.64 feet, having a radius of 615.00 feet, a central angle of 14°30'01" and a chord bearing and distance of N57°23'57"E, 155.23 feet to a ½-inch iron rod with cap stamped "AST";

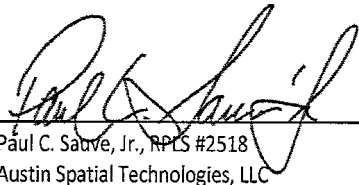
38. N64°38'57"E, 520.13 feet to a ½-inch iron rod with cap stamped "AST" at the beginning of a curve to the right;
39. with the arc of said curve to the right, 172.56 feet, having a radius of 100.00 feet, a central angle of 98°52'18" and a chord bearing and distance of S65°54'54"E, 151.94 feet to a ½-inch iron rod with cap stamped "AST" on the westerly right of way line of N. Old Stagecoach Road (width varies);

**THENCE**, with said westerly right of way line the follow courses and distances:

1. S16°20'38"E, 1420.21 feet to a 60d nail found next to a cedar fence post and;
2. S16°48'53"E, 800.20 feet to the **POINT OF BEGINNING** and containing 61.49 acres of land, more or less.

**SURVEYOR'S STATEMENT**

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.

  
\_\_\_\_\_  
Paul C. Sauve, Jr., RPLS #2518  
Austin Spatial Technologies, LLC  
May 18, 2017, Revised August 23, 2017



**EXHIBIT B**

Blanco River Ranch  
Remainder of 250.00 acres  
188.51 Acres

**PROPERTY DESCRIPTION**

BEING 188.51 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS ¼ LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY, TEXAS AND BEING A PORTION OF CALLED TRACT I, A 1,971.29 ACRE TRACT AND A PORTION OF CALLED TRACT II, A 195.14 ACRE TRACT BOTH DESCRIBED IN A DEED FROM THE STATE OF TEXAS TO BLANCO RIVER RANCH PROPERTIES, LP AND RECORDED IN VOLUME 5230, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 188.51 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

**BEGINNING** at an iron rod with aluminum cap stamped "Kent McMillian" found marking the most northerly corner of a called 311.56 acre tract described in a deed to Robert Nance as recorded in Volume 4459, Page 137 of said Deed Records, same being the northwest corner of said 195.14 acre tract and being on the southeasterly line of said 1,971.29 acre tract;

**THENCE**, crossing said 1,971.29 acre tract the following courses and distances:

1. N12°59'56"E, 728.47 feet to a calculated point;
2. N13°00'14"E, 359.30 feet to a calculated point;
3. N51°36'39"E, 699.50 feet to a calculated point;
4. N48°47'14"E, 226.76 feet to a calculated point;
5. N39°17'57"E, 243.43 feet to a ½-inch iron rod with cap stamped "AST" on the southerly line of a proposed right of way and being the beginning of a non-tangent curve to the left;
6. With the arc of said curve to the left, 1151.60 feet, having a radius of 1560.00 feet, a central angle of 42°17'45" and a chord bearing and distance of N75°04'35"E, 1125.63 feet;
7. Leaving said proposed right of way, S03°23'28"E, 277.90 feet to the beginning of a non-tangent curve to the right;
8. with a curve to the right, 102.36 feet, having a radius of 375.00 feet, a central angle of 15°38'23" and a chord bearing and distance of S86°45'38"E, 102.04 feet to a point of tangency;
9. S78°56'27"E, 9.25 feet to the beginning of a curve to the right;
10. with the arc of said curve to the right, 22.11 feet, having a radius of 15.00 feet, a central angle of 84°28'08" and a chord bearing and distance of S36°42'23"E, 20.16 feet to a point of reverse curvature;
11. with said reverse curve to the left, 54.96 feet, having a radius of 400.00 feet, a central angle of 07°52'22" and a chord bearing and distance of S01°35'30"W, 54.92 feet;
12. S87°39'19"W, passing at 36.26 feet the southerly line of said 1971.29 acre tract and continuing across said 195.14 acre tract, for a total distance of 162.44 feet;

**THENCE**, continuing across said 195.14 acre tract the following courses and distances, S19°59'52"E, 288.35 feet;

1. S22°04'53"E, 127.34 feet;

2. S13°27'20"E, 126.59 feet;
3. S07°08'17"E, 430.00 feet;
4. S04°18'13"E, 199.92 feet;
5. S87°36'08"W, 3.07 feet;
6. S02°23'52"E, 50.00 feet;
7. N87°36'08"E, 28.25 feet to the beginning of a curve to the left;
8. with the arc of said curve to the left, 43.31 feet, having a radius of 325.00 feet, a central angle of 07°38'10" and a chord bearing and distance of N83°47'03"E, 43.28 feet to a point of tangency;
9. N79°57'58"E, 68.89 feet;
10. S07°10'58"E, 133.60 feet;
11. N78°50'23"E, 60.14 feet;
12. N87°25'28"E, 204.45 feet;
13. N69°25'04"E, 121.89 feet;
14. N59°32'34"E, 120.82 feet;
15. N50°31'38"E, 118.22 feet;
16. N48°42'02"E, 210.00 feet;
17. N41°17'50"W, 20.01 feet;
18. N48°42'48"E, 50.00 feet;
19. N48°42'02"E, 127.94 feet;
20. S46°07'21"E, 135.75 feet;
21. S17°32'07"E, 150.99 feet;
22. S05°46'09"W, 47.76 feet;
23. S74°45'05"E, 130.00 feet;
24. S19°52'00"W, 44.28 feet;
25. S66°02'26"E, 50.00 feet;
26. N22°18'46"E, 23.72 feet;
27. S67°12'55"E, 188.65 feet to the southeasterly line of said 195.14 acre tract, same being the northwesterly line of a called 132.59 acre tract described in a deed to Felder CND, LLC and recorded in Volume 5224, Page 246 of the Hays County Official Public Records;

**THENCE**, with said southeasterly and northwesterly lines, the following courses and distances:

1. S48°36'08"W, 1509.83 feet to a "Mag Nail" in the top of fence post;
2. N49°26'16"W, 34.23 feet to a "Mag Nail" in the top of fence post;
3. S25°40'41"W, 39.42 feet to an iron rod with cap stamped "Vickrey";

4. S48°29'40"W, 2127.73 feet to a cedar fence post with "Mag Nail" on the northerly right of way line of Cypress Road (aka Limekiln Road) (width undetermined) at the southwest corner of said 195.14 acre tract from which an iron rod with aluminum cap stamped "Kent McMillian" bears S21°57'46"W, 50.84 feet;

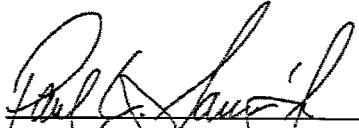
**THENCE**, with said northerly right of way line, N77°16'32"W, 599.91 feet to a cedar fence post on the easterly line of said 311.56 acre tract;

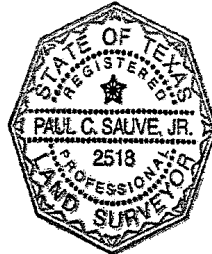
**THENCE**, with fence and the easterly line of said 311.56 acre and westerly line of said 195.14 acre tract the following courses and distances:

1. N16°48'19"W, 270.65 feet to a calculated angle point in said line and;
2. N17°13'44"W, 1607.95 feet to the **POINT OF BEGINNING** and containing 188.51 acres of land, more or less.

**SURVEYOR'S STATEMENT**

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.

  
Paul C. Salve, Jr., RPLS #2518  
Austin Spatial Technologies, LLC  
May 18, 2017, Revised August 23, 2017



**EXHIBIT C**

Blanco River Ranch  
608.70 acres

**PROPERTY DESCRIPTION**

**BEING 608.70 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS ¼ LEAGUE NO. 14, ABSTRACT 360, AND THE CALEB W. BAKER SURVEY, ABSTRACT 31 HAYS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1,971.29 ACRE TRACT AS DESCRIBED AS TRACT I IN A DEED FROM THE STATE OF TEXAS TO BLANCO RIVER RANCH PROPERTIES, LP AND RECORDED IN VOLUME 5230, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 608.70 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.**

**BEGINNING** at an iron rod with aluminum cap stamped "Kent McMillian" found marking the most northerly corner of a called 311.56 acre tract described in a deed to Robert Nance recorded in Volume 4459, Page 137 of said Deed Records, same being the northwest corner of a called 195.14 acre tract described in the aforementioned deed to Blanco River Ranch as Tract II and being on the southeasterly line of said 1,971.29 acre Tract I;

**THENCE**, with the southerly line of said 1,971.29 acre tract, same being the northeasterly line of said 311.56 acre tract S43°59'58"W, 1916.27 feet to a ½-inch iron rod with cap stamped "AST" set on the northerly line of proposed RM 150;

**THENCE**, leaving said southerly line and crossing said 1,941.29 acre tract with the proposed northerly line of RM 150 the following courses and distances:

1. N65°08'51"W, 49.48 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the right;
2. with a curve to the right, 381.25 feet, having a radius of 925.00 feet, a central angle of 23°36'54" and a chord bearing and distance of N53°30'43"W, 378.55 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
3. N41°42'16"W, 336.00 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;
4. with the arc of said curve to the left, 151.93 feet, having a radius of 1100.00 feet, a central angle of 07°54'48" and a chord bearing and distance of N45°39'41"W, 151.81 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
5. N49°37'05"W, 572.43 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
6. N51°37'01"W, 75.00 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
7. N53°36'58"W, 749.01 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;

8. with the arc of said curve to the left, 93.33 feet, having a radius of 1025.00 feet, a central angle of 05°13'01" and a chord bearing and distance of N56°13'28"W, 93.30 feet to a ½-inch iron rod with cap stamped "AST" set for the most westerly southwest corner of the herein described tract;

THENCE leaving said proposed right of way line and with a dry creek, the following courses and distances:

1. N26°31'11"E, 563.37 feet to a calculated point;
2. N46°09'29"E, 1179.39 feet to a calculated point;
3. N28°22'57"E, 708.36 feet to a calculated point;
4. N44°16'34"E, 582.28 feet to a calculated point at the beginning of a curve to the right;
5. with a curve to the right, 297.90 feet, having a radius of 1184.66 feet, a central angle of 14°24'28" and a chord bearing and distance of N77°54'54"E, 297.12 feet to a calculated point;
6. N04°51'54"W, 125.14 feet to a calculated point;
7. N23°10'37"E, 321.60 feet to a calculated point;
8. N13°08'23"W, 681.62 feet to a calculated point;
9. N31°45'00"E, 255.79 feet to a calculated point;
10. N08°23'37"E, 473.49 feet to a calculated point;
11. N02°33'01"W, 195.07 feet to a calculated point;
12. N30°53'10"W, 576.14 feet to a calculated point;
13. N01°26'31"W, 729.89 feet to a calculated point;
14. N38°05'39"W, 1250.80 feet to a calculated point;
15. N20°33'26"E, 282.73 feet a ½-inch iron rod with cap stamped "AST" set for the most westerly northwest corner of the herein described tract on the northerly line of said 1,971.29 acre tract, same being on the southerly line of Park Land Lot 23 of Arroyo Ranch, Section One, a subdivision of record in Volume 10, Page 180 of the Hays County Official Public Records;

**THENCE**, with the northerly line of said 1,971.29 acre tract, S82°42'45"E, 432.46 feet to a point located in the centerline of the remains of an old stone fence corner for an angle point in the north line of the herein described tract, from which a ½"-inch iron rod bears S88°19'W, 37.5 feet;

**THENCE**, continuing with said northerly line, N43°55'32"E, 1271.63 feet to a 2-inch metal fence post at the most northerly northwest corner of said 1,971.29 acre tract and being the common corners of Lots 12, 13 and 19, Block D of said Arroyo Ranch Section One subdivision;

**THENCE**, with the easterly line of said 1,971.29 acre tract the following courses and distances:

1. S46°19'30"E, at 185.02 feet passing the south line of said Arroyo Ranch subdivision and north line of a 20.3 acre tract described in a deed to F. Javier, Jr et al and recorded in Volume 2813, Page 359 of said Official Public Records and continuing for a total distance of 887.68 feet to a found ½-inch iron rod for the south corner of said Javier tract, same being the westerly corner of

- a 21.15 acre tract described in a deed to Nancy L. Russell and Randall W. Russell and recorded in Volume 4385, Page 135 of said Official Public Records;
2. S46°48'04"E, 579.01 feet to a found ½-inch iron rod for the south corner of Russell and being the westerly corner of Quail Meadows Subdivision as recorded in Volume 7, Page 47 of the Hays County Plat Records;
  3. With the southwesterly line of said subdivision, S46°06'19"E, 409.08 feet to ½-inch iron rod for angle point;
  4. S47°09'10"E, 405.41 feet to ½-inch iron rod for angle point;
  5. S47°52'54"E, 295.90 feet to ½-inch iron rod for angle point;
  6. S47°18'52"E, 296.88 feet to ½-inch iron rod for angle point;
  7. S47°21'24"E, 132.10 feet to ½-inch iron rod for angle point;
  8. S47°07'34"E, 179.01 feet to ½-inch iron rod for angle point;
  9. S46°55'27"E, 248.69 feet to ½-inch iron rod for most southerly corner of said subdivision and the westerly corner of a called 57.26 acre tract described in a deed to Kyle Mortgage Investors, LLC and recorded in Volume 3416, Page 789 of said Official Public Records;
  10. S45°43'31"E, 436.59 feet to a fence post for angle point;
  11. S46°32'55"E, 1447.00 feet to an iron rod with aluminum cap stamped "Kent McMillian" at an interior ell corner of said 1,971.29 acre tract;
  12. Continuing with the easterly line of said 1,971.29 acre tract, S40°23'35"W, 1023.40 feet to a ½-inch iron rod found at the westerly corner of a called 1.259 acre tract described in a deed to Robin Robinson and recorded in Volume 5358, Page 587 of said Official Public Records;
  13. S50°23'48"E, 255.70 feet to a fence post for angle point;
  14. N40°43'43"E, 42.89 feet to a ½-inch iron rod with cap stamped "AST" set;
  15. S52°09'40"E, at 85.22 feet passing a ½-inch iron rod found at the westerly corner of a called 0.72 acre tract described in a deed to Robin and Gale Robinson and recorded in Volume 4689, Page 363 of said Official Public Records and continuing for a total distance of 244.62 feet to a ½-inch iron rod with cap stamped "AST" set;
  16. N43°53'50"E, 92.19 feet to a ½-inch iron rod with cap stamped "AST" set;
  17. S78°26'49"E, 101.27 feet ½-inch iron rod found on the westerly right of way line of N. Old Stagecoach Road (width varies);
  18. With said westerly right of way line, S16°21'49"E, 511.37 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a non-tangent curve to the left on the southerly line of a proposed right of way;

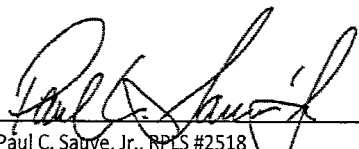
**THENCE**, leaving said westerly right of way line and crossing said 1,971.29 acre tract with the southerly line of said proposed right of way the following courses and distances:

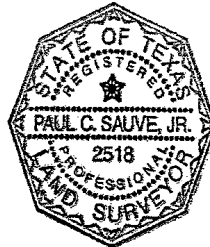
1. with said curve to the left, 172.56 feet, having a radius of 100.00 feet, a central angle of 98°52'18" and a chord bearing and distance of N65°54'54"W, 151.94 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;

2. S64°38'57"W, 520.13 feet to ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;
3. with the arc of said curve to the left, 155.64 feet, having a radius of 615.00 feet, a central angle of 14°30'01" and a chord bearing and distance of S57°23'57"W, 155.23 feet to a point of tangency;
4. S50°08'56"W, 432.17 feet to the beginning of a curve to the right;
5. with the arc of said curve to the right, 1254.50 feet, having a radius of 1560.00 feet, a central angle of 46°04'32" and a chord bearing and distance of S73°11'12"W, 1220.97 feet a ½-inch iron rod with cap stamped "AST" set;
6. leaving said proposed right of way line with the meanders of a creek, S39°17'57"W, 243.43 feet to a calculated point;
7. S48°47'14"W, 226.76 feet to a calculated point;
8. S51°36'39"W, 699.50 feet to a calculated point;
9. S13°00'14"W, 359.30 feet to a calculated point;
10. S12°59'56"W, 728.47 feet to the **POINT OF BEGINNING** and containing 608.70 acres of land, more or less.

SURVEYOR'S STATEMENT

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.

  
 Paul C. Sauve, Jr., RPLS #2518  
 Austin Spatial Technologies, LLC  
 December 4, 2016, Revised August 23, 2017



GF # 01021-11157a GP  
 Stewart Title

Ginny Price  
 Stewart Title  
 402 Peoples St., Suite 2-B  
 Corpus Christi, Texas 78401  
 Phone 361-883-7822  
 Fax 361-883-0711



**FIRST AMENDMENT TO BLANCO RIVER RANCH  
(Phase One Residential Area)  
DE-ANNEXATION AND DEVELOPMENT AGREEMENT**

This First Amendment to Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (this "Amendment") is entered into effective as of October 6, 2020 (the "Effective Date"), between the City of Kyle, Texas, a Texas home-rule city (the "City"), HMBRR Development, Inc., a Texas Corporation ("HMBRR Inc."), HMBRR, LP, a Texas limited partnership ("LP #1"), and HMBRR LP #2, a Texas limited partnership ("LP #2") (individually "Assignee" and collectively, the "Assignees"). The City and the Assignees are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties".

**RECITALS**

**WHEREAS**, the City and Blanco River Ranch Properties, LP, entered into the Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (the "Development Agreement") relating to 858.7 acres in Hays County, Texas (the "Property"), effective as of May 6, 2016, and recorded as Document No. 17018505, Official Public Records of Hays County, Texas;

**WHEREAS**, Section 12.05(b) of the Development Agreement provides that Blanco River Ranch Properties, LP, may assign its rights and obligations under the Development Agreement to Hanna/Magee LP #1 ("Hanna/Magee"), a Texas limited partnership, or to an entity controlling, controlled by or under common control with Hanna/Magee;

**WHEREAS**, HMBRR Inc., HMBRR, LP, and HMBRR LP #2 are entities controlling, controlled by, or under common control with Hanna/Magee;

**WHEREAS**, on September 20, 2017, Blanco River Ranch Properties, LP, assigned all of its rights and obligations under the Development Agreement to the Assignees in the Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (the "Assignment"), recorded as Document No. 17034183, Official Public Records of Hays County, Texas, and a copy of the executed Assignment was provided to the City;

**WHEREAS**, subsequent to the Assignment, the Assignees are properly considered the Owner of the Property, pursuant to the terms of the Development Agreement;

**WHEREAS**, on July 8, 2020, the City and Owner, along with several additional parties, entered into the FM150 Water Facilities Service, Financing, and Construction Agreement (the "Water Facilities Construction Agreement"), effective as of July 7, 2020, relating to the construction of water facilities relating to the provision of water service to the Property; and

**WHEREAS**, the City and the Owner desire to amend certain provisions of the Development Agreement to clarify issues relating to the construction of certain water and wastewater facilities and update the notice provisions, as more particularly set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Development Agreement as follows:

**AGREEMENT**

1. Section 3.04 of the Development Agreement, pertaining to Inspections, is hereby amended to read as follows:

Following City approval of each plat of a portion of the Property and prior to the commencement of construction, Owner will give written notice to the Director of Public Works in order to allow the City to assign an inspector. Within the City's incorporated city limits, the City will inspect street, water and wastewater, and drainage Public Improvements and collect related inspection fees. Within the City's ETJ, the City will inspect water and wastewater Public Improvements only and collect related inspection fees. City will inspect drainage infrastructure in the City's ETJ, as necessary. Owner shall not be liable or required to reimburse the City for inspection costs relating to the City's inspection of street and drainage Public Improvements in the City's ETJ.

2. Section 5.03 of the Development Agreement, pertaining to Permanent Water Service, is hereby amended to read as follows and Exhibit "O" is formally integrated into and made part of the Development Agreement:

(a) The City and Owner have entered into a Water Facilities Construction Agreement with several participants, including Kyle 150 LP ("Kyle 150"), to construct a ground storage tank and an elevated storage tank (collectively, the "Anthem Storage Tanks") to serve the Property. The Water Facilities Construction Agreement also provides that, in connection with the construction of the Anthem Storage Tanks, a water line from the Anthem Storage Tanks to the Point of Delivery with the City's Water System along FM 150 (the "FM 150 Water Main"), and a water line from the Anthem Storage Tanks to a Point of Delivery on the Property (the "Water Return Line") will be constructed, all as depicted on Exhibit L. On behalf of the participants, Kyle 150 has or will bid and award the necessary contracts relating to the construction of facilities, shall work with the City to facilitate all payments to the contractors pursuant to the contracts, and convey such facilities to the City upon completion and inspection. The Water Facilities Construction Agreement is attached as **Exhibit "O"**.

(b) Provided that Kyle 150 completes the construction of the Anthem Storage Tanks, the FM 150 Water Main, and the Water Return Line (collectively, the “*Anthem Shared Water Facilities*”) as contemplated in the Water Facilities Construction Agreement, Owner agrees to pay its pro-rata share of the cost of the Anthem Storage Tanks, and the Water Return Line, as established in the Water Facilities Construction Agreement (the “*Phase One Cost Share*”), subject to Owner’s right to reimbursement as provided in Section 7.05, below. If Kyle 150 fails to complete the construction of the facilities contemplated in the Water Facilities Construction Agreement, the City will have the right, but not the obligation to assume the construction contracts and complete the projects contemplated in the Water Facilities Construction Agreement.

(c) The City confirms that by satisfying its obligations under the Water Facilities Construction Agreement, Owner shall be entitled to receive water service from the City to the Property (in an aggregate amount not to exceed 2,100 LUEs) as contemplated under Section 4.01 of the Water Facilities Construction Agreement and, except for internal water infrastructure, shall not be required to finance or construct any additional facilities relating to the provision of water service to the Property.

(d) If the Anthem Shared Water Facilities are not completed as provided in Subsections (a) and (b) by January 1, 2022, the City shall determine whether or not it will assume any construction contracts as provided in Sections 1.08 and 2.12 of the Water Facilities Construction Agreement. If the City does not elect to assume the applicable construction contracts to complete the necessary water facilities, Owner may proceed with the design and construction of alternative facilities consisting of a 12-inch water line to be constructed in the FM 150 right-of-way from a point of connection to the City’s existing 12-inch water line at the intersection of FM 150 and Old Stagecoach Road to a booster pump station to be constructed at the location depicted on the Water Facilities Plan (the “*Alternative Facilities*”). The proposed booster pump station will include a connection to allow the future extension of the 12-inch water line to the west and the water line will also be extended to the south, to the site of a future, approximately 580,978 gallon ground or elevated storage tank to be constructed at the location depicted on the Water Facilities Plan. If these Alternate Facilities are designed and constructed by Owner, the City agrees that Owner’s costs will be reimbursed to Owner as provided in Section 7.05, below.

(e) If Kyle 150 fails to perform and the City decides not to assume any construction contract(s) entered into pursuant to the Water Facilities Construction Agreement relating to additional storage facilities to serve the Property, the Owner may proceed to design and construct an alternative storage facility (the “*Alternative Required Water Storage Facility*”) consisting of an elevated or ground storage tank designed to

hold approximately 300,000 gallons. If the Alternative Required Water Storage Facility is designed and constructed by Owner, the City agrees that Owner's costs will be reimbursed to Owner as provided in Section 7.05, below.

3. Section 5.04 of the Development Agreement, pertaining to Initial Wastewater Service, is hereby amended to read as follows:

The City agrees to provide 680 LUEs of initial wastewater through the City's existing 8-inch gravity main located in Old Stagecoach Road (the "Gravity Main") as depicted on the Wastewater Facilities Plan, subject to Owner's construction of any required Internal Facilities and the Connecting Facilities to the gravity main. No additional facilities will be required for this initial 680 LUEs of wastewater service. The City confirms that 680 LUEs of capacity are available to serve the Property through the Gravity Main and agrees to reserve 680 LUEs in the Gravity Main for Customers within the Property. If for any reason the City cannot provide 680 LUE's of capacity in the Gravity Main, the City will provide pump-and-haul wastewater service as needed for connections within the Property until the Elliot Branch Interceptor is completed and placed into service. Pump-and-haul service will be provided by the City contracting to have all wastewater that is delivered from Customers within the Property to the Phase One Lift Station pumped from the Phase One Lift Station wet well and transported off the Property for treatment and disposal. All costs associated with this pump-and-haul service will be borne by the City; however, the Customers within the Property receiving wastewater service through the pump-and-haul program will be required to pay all usual and customary City wastewater service fees and rates.

4. Section 5.05 of the Development Agreement, pertaining to Permanent Wastewater Service, is hereby amended to read as follows:

To provide wastewater service in excess of 680 LUEs, the City agrees to complete the construction of an appropriately sized gravity interceptor along Elliot Branch as depicted on the Wastewater Facilities Plan (the "Elliot Branch Interceptor") on or before June 30, 2022. In order to connect to the Elliot Branch Interceptor, Owner has constructed a lift station sufficient to serve 1,814 LUEs (the "Phase One Lift Station") as depicted on the Wastewater Facilities Plan and agrees to construct a six-inch force main from the Phase One Lift Station to the Elliot Branch Interceptor as depicted on the Wastewater Facilities Plan. Owner confirms that the Phase One Lift Station was constructed on a site that is sufficient to accommodate the expansion of the Phase One Lift Station to serve up to an additional 2,200 LUEs in the future. The City acknowledges that Owner is relying on the City's timely completion of the design of, easement acquisition for, and construction of the Elliot Branch Interceptor in order to make permanent wastewater service in excess of 680 LUEs available as and when required for Customers within Phase One and/or for the development of the Property. Accordingly, the City agrees

that, if the Elliot Branch Interceptor is not complete and available to provide wastewater service to the Property on or before June 30, 2022, the City will provide pump-and-haul wastewater service as needed for connections within the Property until the Elliot Branch Interceptor is completed and placed into service. Pump-and-haul service will be provided by the City contracting to have all wastewater that is delivered from Customers within the Property to the Phase One Lift Station pumped from the Phase One Lift Station wet well and transported off the Property for treatment and disposal. All costs associated with this pump-and-haul service will be borne by the City; however, the Customers within the Property receiving wastewater service through the pump-and-haul program will be required to pay all usual and customary City wastewater service fees and rates.

5. Section 6.11 of the Development Agreement, pertaining to Common Lot Rock Wall Replacement, is hereby created to read as follows:

Section 6.11 **Common Lot Rock Wall Replacement**. In the event the City is required to undertake any repairs on water or wastewater lines at locations where such lines are located underneath a 6-foot rock or masonry wall constructed by the Owner, the City shall remove the portion of the wall as necessary for the repair. The City shall not be responsible for the repair or replacement of such wall; repair or replacement of the wall shall be the responsibility of either the Owner or the home owners association.

6. Section 7.02 of the Development Agreement, pertaining to Impact Fees, is hereby amended to read as follows:

Section 7.01 hereof notwithstanding, for the first 300 lots platted out of the Property, the water and wastewater Impact Fees will be those fees in effect as of the Vesting Date, \$2,216 per LUE for wastewater and \$2,115 for water, as provided in this Section. Owner pre-purchased 300 wastewater Impact Fees vested at the amount of \$2,216 per LUE, totaling \$664,800, on March 28, 2018, and agrees to purchase 400 additional wastewater Impact Fees within 30 days of the execution of this Amendment at the amount of \$2,826 per LUE, with such fees corresponding to the next 400 platted lots on the Property. After the water and wastewater Impact Fees described in the preceding sentences of this Section are applied by Owner, the Impact Fees payable for the remainder of Phase One will be adjusted to the City's Impact Fees in effect at the time of City approval of each subsequent final plat out of the Property and will be payable by the homebuilders at the time of the City's issuance of each residential building permit for lots within those platted sections, as required by Section

7.01. The Impact Fees prepaid by Owner under this Section will not be eligible for reimbursement out of PID bonds.

7. Section 7.05 of the Development Agreement, pertaining to City's Allocation of Net PID Bond Proceeds is hereby amended to read as follows:

The City will be entitled to receive 10% of the net proceeds of the PID bonds issued by the City for Public Improvements benefitting Phase One (the "City Allocation") either in the form of a payment at the time of funding of such bond issue or, if Owner advances costs of water and wastewater treatment plant Public Improvements including costs for the Phase One Cost Share of the Anthem Storage Tanks, the FM 150 Water Main, the Water Return Line, the Alternative Facilities, and/or the Alternative Required Water Storage Facility, as defined in Section 5.03, as provided below in this Section 7.05, through Owner's advancing costs of or completion and conveyance of such Public Improvements to the City at no cost to the City.

(a) The City agrees to defer the City Allocation that would otherwise be payable to the City out of the proceeds of the first issuance of PID bonds (the "Deferred Initial Allocation") and, accordingly, no portion of the proceeds of that first bond issuance will be paid to the City; however, at the time of second issuance of PID bonds, the City will, subject to subsection (b), below, receive the City Allocation payable out of the proceeds of those bonds, plus an amount equal to the Deferred Initial Allocation, subject to Subsection (c), below.

(b) At the time of the second issuance of PID bonds, the City will be entitled to receive a City Allocation of \$1,500,000 in City Allocations for use by the City for water treatment and wastewater treatment plant Project Improvements.

(c) After the City has received \$1,500,000 in City Allocations, the City Allocation(s) out of the next PID Bond issuance or issuances will be paid to Owner to reimburse Owner for the Phase One Cost Share of the Anthem Storage Tanks, the FM 150 Water Line, and the Water Return Line, if advanced by Owner as provided in Section 5.03(b), and, if applicable: the Alternative Facilities described in Section 5.03(d) and, if required, the Alternative Required Water Storage Facility described in Section 5.03(e).

(d) After Owner has been reimbursed for the Phase One Cost Share of the Anthem Storage Tanks, the FM 150 Water Line, and the Water Return Line, the Alternative Required Water Storage Facility, and the Alternative Facilities, the City will utilize the next City Allocation(s) paid to the City for reimbursement of the City's costs of construction of the Elliot Branch Interceptor and, thereafter, for the reconstruction of Old Stagecoach Road as a two lane road with bike lane within existing right of

way from FM 2770 to the roundabout at the entrance of Phase One and for related intersection improvement.

(e) After the City’s completion of the Old Stagecoach Road improvements described in (d), above, additional City Allocations may be utilized by the City for any other public purpose. If, however, the County funds the reconstruction of Old Stagecoach Road as described in Subsection (d), then the portion of the City Allocation that would otherwise have been utilized for that reconstruction may be utilized by the City for any other public purpose.

8. Section 12.05(b) of the Development Agreement, pertaining to Owner Assignment of Agreement, is hereby amended to add the following language:

The City expressly approves and consents to any assignment of rights and obligations under this Agreement held by Hanna/Magee, or by an entity controlling, controlled by or under common control of Hanna/Magee, to any other entity controlling, controlled by or under common control of Hanna/Magee. Upon request of the City, Hanna/Magee shall provide written evidence of any such assignment.

9. Section 12.06 of the Development Agreement, pertaining to Notice, is hereby amended to read as follows:

Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party; or (iv) by facsimile or email with confirming copy sent by one of the other described methods of notice set forth above. Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed by notice as provided in this Section, be as follows:

City:

City of Kyle  
Attn: City Manager  
100 W. Center Street  
Kyle, TX 78640

With a copy to:

The Knight Law Firm

Attn: Paige H. Saenz, City Attorney  
223 West Anderson Lane  
Suite A-105  
Austin, TX 78752

Owner:

Hanna/Magee LP#1  
Attn: Jay Hanna  
1011 North Lamar Blvd.  
Austin, Texas 78703

10. **Exhibit “D”** of the Development Agreement, pertaining to Development Standards and Project Approvals, including exceptions and variances, is hereby replaced by the attached Exhibit “D”.

11. **Exhibit “L”** of the Development Agreement, pertaining to the Water Facilities Plan, is hereby replaced by the attached Exhibit “L”.

12. **Exhibit “M”** of the Development Agreement, pertaining to the Wastewater Facilities Plan, is hereby replaced by the attached Exhibit “M”.

13. **Exhibit “O”** is hereby by integrated as an exhibit to the Development Agreement.

14. Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Development Agreement.

15. Except as specifically amended herein, all provisions of the Development Agreement are hereby acknowledged and ratified by the Parties hereto to be in full force and effect.

**[EXECUTION PAGES TO FOLLOW]**

**CITY:**

**City of Kyle, Texas, a municipal corporation**

By: *Travis Mitchell*

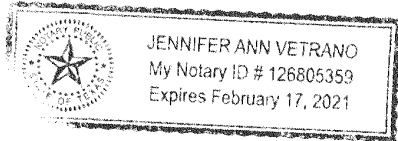
Travis Mitchell

Date: 10/13/2020

STATE OF TEXAS       §  
                                  §  
COUNTY OF HAYS     §

This instrument was acknowledged before me on the 13<sup>th</sup> day of October, 2020 by Travis Mitchell, Mayor of the **City of Kyle, Texas, a municipal corporation, on behalf of said corporation.**

*Jennifer Ann Vetrano*  
Notary Public, State of Texas



**OWNER:**

**HMBRR, Inc.:**

**HMBRR DEVELOPMENT, INC.,** a Texas Corporation

By: [Signature]  
Blake J. Magee, President  
Date: 10/8/20

**LP #1:**

**HMBRR, LP,** a Texas limited partnership

By: Hanna/Magee GP #1, a Texas corporation, General Partner  
By: [Signature]  
Blake J. Magee, President  
Date: 10/8/20

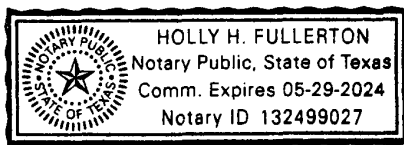
**LP #2:**

**HMBRR LP #2,** a Texas limited partnership

By: Hanna/Magee GP #1, a Texas corporation, General Partner  
By: [Signature]  
Blake J. Magee, President  
Date: 10/8/20

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §

This instrument was acknowledged before me on the 9<sup>th</sup> day of October, 2020 by Blake J. Magee as President of **HMBRR Development, Inc.**, a Texas corporation, and President of Hanna/Magee GP #1, Inc., a Texas corporation that is General Partner of **HMBRR, LP**, a Texas limited partnership and of **HMBRR LP #2**, a Texas limited partnership, on behalf of said limited partnerships.



[Signature]  
Notary Public, State of Texas

## EXHIBIT “D” BLANCO RIVER RANCH LAND USE AND DEVELOPMENT STANDARDS

1. Table A: Land Use Chart:

**Single-Family and Garden Homes/Cluster**

USE	Lot Width*	Minimum Lot Size	Minimum Living Area SF	Total Lots/Units	Min/Max %	
Single-Family	50	5500	1200	540	Lots max	
Single-Family	55	5750	1200	460	Lots max	
Single-Family	60	7200	1500	600	Lots max	
Single-Family	70-80	9000	2000	350	Lots min	
Garden Homes/Cluster			1000	150	Units max	
<b>Total</b>				<b>210</b>	<b>0</b>	<b>100%</b>

\*Lot Width measured at front Building Line; non-single family or common areas lots not subject to Table A.

2. Site Area = 858.7 Acres
3. Single-family lot width distribution will be in accordance with Table A.
4. **Exhibit “C”** - Concept Plan: This plan illustrates the proposed general layout of Phase One.
5. Phase One will be limited to 2,100 single-family lots and garden homes/cluster units.
6. Impervious Cover on each lot will be limited to 60% of the lot area.
7. Phase One will contain a minimum of 100 acres of parkland, amenity center lots, trail corridors and open space.
8. A 6-foot decorative masonry wall will be built along the rear or sides of homes backing or siding to collector roads (roads without lots fronting on them) within a 25-foot landscaped parkway (10-feet of right-of-way with a 15-foot Wall and Landscape Easement/Lot).
9. Over three miles of joint use 8-foot and 10-foot concrete trails within 10-foot to 20-foot Trail Corridor/ROW/Easement will be provided within Phase One as shown on **Exhibit “J”**. Additional native trails (not ADA compliant) will be provided within open space and floodplain areas, as shown conceptually on **Exhibit “J”**, subject to topographic and drainage constraints.
10. No homes will front on collector roads and all street-facing sides of homes abutting

collector roads will be 100% masonry, excluding doors, windows, etc. Masonry will be defined as natural stone, brick and/or stucco. The stucco percentage of any structure will not exceed 50%.

11. **Garage Placement:** For lots less than 60 feet wide (or less than 70 feet wide on corner lots), residential street-facing garages will be located no closer to the street than five feet in front of the dwelling or roof of a covered porch, with such dwelling or porch structure being not less than seven feet wide for all portions of the structure adjacent to the garage. For all other lots, residential street-facing garages will be located no closer to the street than the dwelling. The minimum front building setback will be 20 feet from the property line (25 feet for street-facing garages). For purposes of this provision on garage placement, lot width will be determined based on the width of the lot at the front building setback line of the lot for all lot sizes. Measurement of corner lots will be ten feet wider to account for a 15-foot street side setback.
12. All building fronts will have a minimum of three architectural features. The following are examples of the types of architectural features that will be utilized: horizontal off-sets, recesses or projections; porches; breezeways; porte-cocheres; courtyards; awnings; canopies; alcoves; recessed entries; ornamental cornices; display or other ornamental windows; vertical "elevation" off-sets; peaked roof forms; arches; outdoor patios; architectural details such as tile work or moldings integrated into the façade; integrated planters or wing walls; accent materials; and varied roof heights.
13. **Building Setback Table:**

Interior Lot Width	Corner Lot Width	Side Yard Setback	Rear Yard Setback *	Front Garage Setback	Minimum Front Setback	Street Building Setback	Side Street Side Garage
50	60	5	15	25	20	15	20
60	70	5	20	25	20	15	20
70	80	5	20	25	20	15	20
80+	90	7.5	20	25	20	15	20

\*Open and Covered Porches may encroach up to 10 feet into the rear yard setbacks. Additionally, any lot located within a curved street that is larger will be considered the same lot size as similar lot sizes in the vicinity.

14. The street lighting plan for Phase One will require minimum spacing of 500 feet along all collector and public streets. Decorative street lighting will be permitted but not required. The design of any decorative street lighting will be subject to approval by the City. Any decorative street lighting will be maintained by the homeowners association for Phase One. All street lighting will utilize energy-efficient LED light fixtures.
15. Decorative street signs will be permitted. Any decorative street signs will be subject to approval by the City.

16. The first primary subdivision signage will be located at the main entry to Phase One at the intersection of Old Stagecoach Road and the Spine Road and may include a maximum of 250 square feet of signage or graphics. The second primary subdivision signage will be located at the intersection of Old Stagecoach Road and Three Forks Drive and will be stone or masonry and such sign may be a maximum of 200 square feet in size, with a maximum of 30 square feet of signage or graphics. Tertiary entrance signs will be stone or masonry and each sign may be a maximum of 100 square feet in size, with a maximum of 30 square feet of signage or graphics.
17. Marketing signage/Burma Shave signs will be allowed within Blanco River Ranch within rights-of-way of the Spine Road and collector roads. Marketing signage, as updated and modified from time to time, will be consistent throughout Blanco River Ranch. The approximate size and quantity of permitted marketing signs is shown on **EXHIBIT "I"**.
18. Section 41-136(C) - Lot Width depth to average lot width ratio of the City's Subdivision Ordinance is waived. Lot width will be measured at the front building line.
19. Section 41-137(D) of the Subdivision Ordinance will be amended with respect to Phase One as follows: Offset intersection spacing along collector, local and residential streets will be a minimum of 125 feet measured from roadway street centerline to roadway centerline. Such intersection spacing along arterials will be a minimum of 180 feet.
20. Flag lots will be permitted within Phase One. Flag lots will be a minimum of 20 feet at the right-of-way intersection and substantially perpendicular to the right-of-way.
21. Block lengths may generally not exceed 1,000 feet within Phase One; however, block lengths that exceed this criteria will be permitted when the block includes creeks, natural drainage ways, open space and steep topography.
22. Cul-de-sac maximum lengths may not exceed 800 feet measured from the center of the turnaround to centerline of the connecting road and a maximum of 30 units may be serviced from each cul-de-sac; however, cul-de-sac lengths that exceed this criteria for cul-de-sac lengths and serviced units when the land serviced by the cul-de-sac is restricted by creeks, natural drainage ways, steep topography and external property boundaries. In such cases, the maximum number of units served may not exceed 50 units.

23. Phase One Roadway Cross Sections:

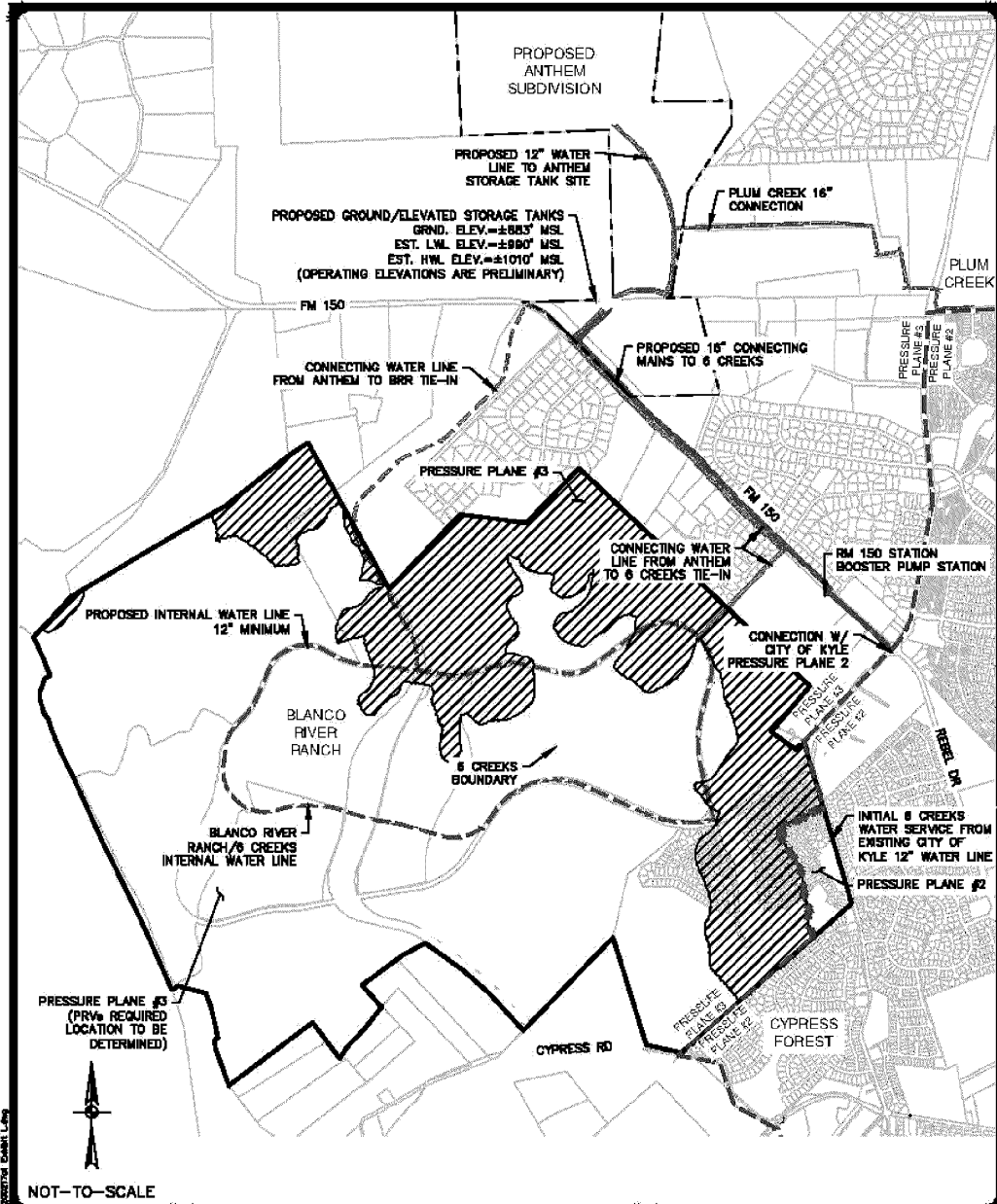
Standard Category	Pavement Width (In Feet)	Right-of-Way Width (In Feet)
Residential Lane	30' FOC-FOC	50'
Residential Collector (W/ Bike Lanes)	37' FOC-FOC	60'
Undivided Arterial (Internal Loop w/ Bike Lanes)	61' FOC-FOC	85'
Divided Arterial (Internal Loop w/ Bike Lanes)	2 at 32' FOC - FOC	114'
Major Thoroughfare (FM 150)	To be Determined	Varies - 120' Minimum

24. Site and Architectural components for garden home/cluster site(s):

- A. Maximum Number of Detached Units: 150 Units
- B. Access Drives: Driveway access from collector roads to residential units is prohibited. Internal private drives will be a minimum of 26 feet wide, with curb and gutter measured from face of curb to face of curb.
- C. Residential Setbacks: Front building setbacks will be a minimum of 15 feet from back of curb. Side building separation will be a minimum of 10 feet. When the rear of one unit is immediately adjacent to the side of another unit, the minimum setback will be 10 feet. Rear building separation, when the rear yards of two units are immediately adjacent to one another, will be a minimum of 20 feet. Patios (covered or uncovered), decks and eave overhang are not included in the determination of rear building separation. A minimum of seven foot clear zone between building roof lines will be provided.
- D. Sidewalks: A four foot sidewalk is required along all public streets. No sidewalks are required along internal private drives.
- E. Units may have single-car garages with driveways at least 18 feet long and nine feet wide. Garages will be setback at least 20 feet from the back of curb. Garages may be flush with the primary façade as long as primary façade is located 20 feet from the back of curb. Porches will be considered part of the primary façade as long as they are a minimum of seven feet wide and six feet deep).
- F. Lighting: Street lighting is required along all public streets, but is optional along interior private drives within Phase One.
- G. Minimum landscape requirements for garden homes/cluster residential structures will be two two-inch caliper significant trees such as oak, elm, pecan, walnut, hickory, cherry, cypress, redbud and any rare species, with diameter measured 18 inches above finished grade immediately after planting; three one-gallon shrubs; three five-gallon shrubs; and turf grass or an alternative material as defined in this section from the front property line to the front two corners of the structure and a minimum coverage area extending three feet from the slab/foundation to protect against water runoff from the roof dripline. If lawn grass is not used in this area, rain gutter systems will be required. One three-

and-one-half inch caliper tree may be substituted for two two-inch trees, if the tree is planted in the front yard. Existing trees and shrubs that are retained in healthy condition will be counted toward fulfillment of these requirements.

### EXHIBIT "L"



NOT-TO-SCALE

DATE: FEB 20, 2020, 10:58 AM  
 THE PLAN(S) HAS/HAVE BEEN CHECKED BY: JH  
 DATE: FEB 20, 2020, 10:58 AM  
 THE PLAN(S) HAS/HAVE BEEN CHECKED BY: JH

JOB NO.	6141-00
DATE	FEBRUARY 2020
DESIGNER	JH
CHECKED	DRAWN AC
SHEET	1 of 1

## EXHIBIT "L"

### HAYS COUNTY, TEXAS

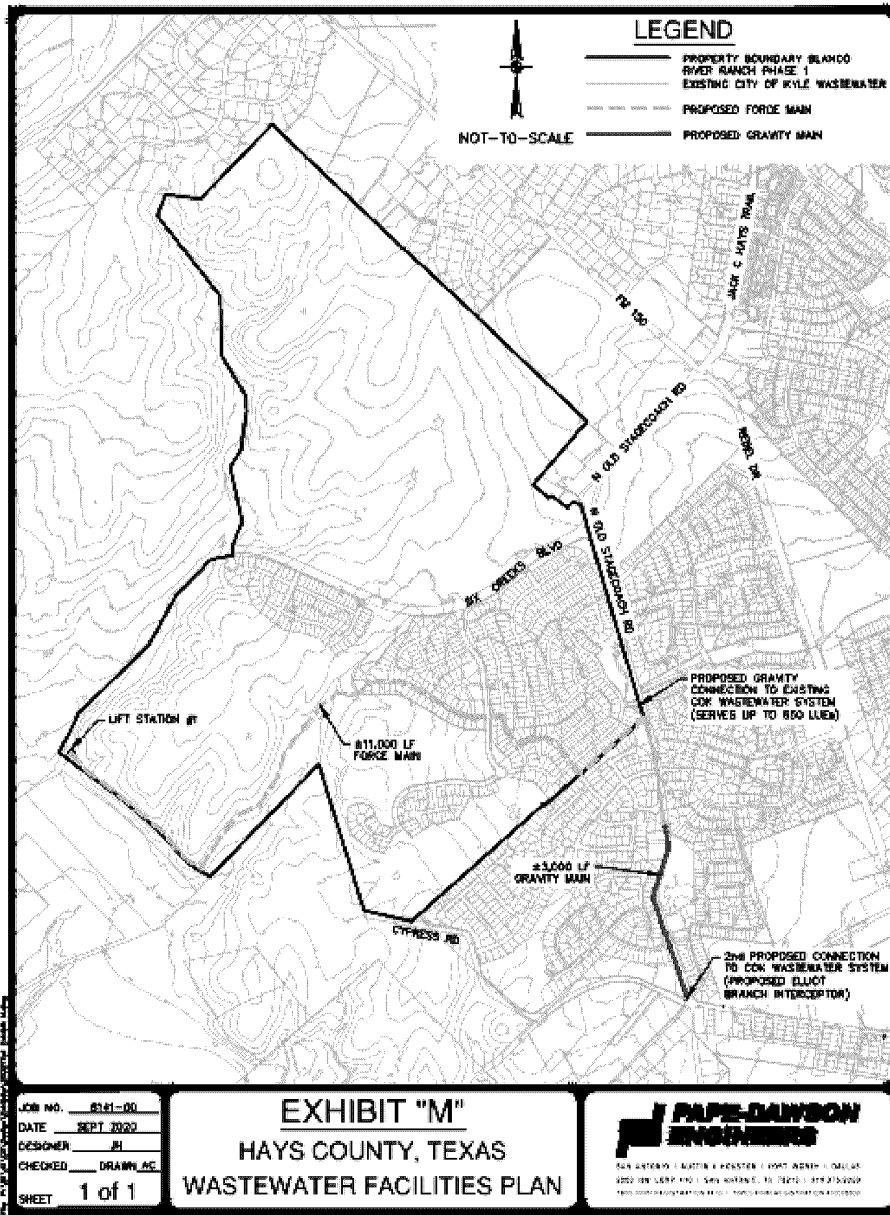
### WATER FACILITIES PLAN

**Pape-Dawson**  
**ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
 3030 NW LOOP 410 | SAN ANTONIO, TX 78219 | 210.478.0604  
 TEXAS FIRM REGISTRATION #440 | TEXAS FIRM REGISTRATION #1080800

THIS DOCUMENT HAS BEEN PROVIDED FROM MEDIUM, THE ORIGINAL AND NOT HAVE BEEN PROVISIONALLY ALIGNED. RELY ONLY ON PAPER DRAWINGS. DISCREPANCIES BETWEEN THE CONSULTANT'S ORIGINAL DRAWINGS AND PDF.

### EXHIBIT "M"



## EXHIBIT “O”

### FM 150 WATER FACILITIES SERVICE, FINANCING, AND CONSTRUCTION AGREEMENT

This Agreement is between Anthem Municipal Utility District (“*Anthem MUD*”); Kyle 150, LP (“*Kyle 150*”), a Texas Limited Partnership; HMBRR Development, Inc., a Texas Corporation (“*HMBRR*”), the City of Kyle, a Texas home rule municipality (the “*City*”), Kyle Mortgage Investors, LLC, a limited liability company (“*Kyle 57*”), David Beseda (“*Beseda*”), and Covey Fund I, LP, a Texas limited partnership (“*the Covey Fund*”) (HMBRR, Kyle 57, Beseda, and the Covey Fund are sometimes referred to in this Agreement as “*Water Return Line Users*”). The City, Anthem MUD, Kyle 150, and the Water Return Line Users are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*”.

#### RECITALS

A. Kyle 150 is the owner of that certain approximately 422 acre parcel of real property located in the extra-territorial jurisdiction of the City of Mountain City and within the Anthem MUD boundaries which it proposes to develop as a master-planned, single-family residential subdivision consisting of approximately 1650 single-family homes and related improvements (the “*Anthem Tract*”). The Anthem Tract is depicted on the map of the affected properties attached hereto and incorporated herein as **Exhibit “A”** (the “*Property Map*”) and more particularly described on **Exhibit “A-1”**.

B. Anthem MUD is a municipal utility district duly formed and validly existing under the laws of the State of Texas to provide retail water and wastewater service to the Anthem Tract. Anthem MUD has agreed to reimburse Kyle 150 for a portion of the costs to construct water and wastewater facilities necessary to serve the Anthem Tract, including without limitation the water facilities contemplated in this Agreement.

C. HMBRR is the owner of that certain approximately 890 acre parcel of real property located in the extra-territorial jurisdiction of the City, which it proposes to develop as a master-planned, residential development consisting of approximately 2100 residential units and related amenities and improvements (the “*6 Creeks Tract*”). The 6 Creeks Tract is depicted on the Property Map and more particularly described on **Exhibit “A-2”**.

D. The Covey Fund is the owner of that certain approximately 10 acre parcel of real property located in the City, which is currently used for agricultural purposes but may be developed for future commercial uses (the “*the Covey Fund Tract*”). The Covey Fund Tract is depicted on the Property Map and more particularly described on **Exhibit “A-3”**.

E. Beseda is the owner of that certain approximately 4.84 acre parcel of real property located in the City, which is currently used for agricultural purposes but may be developed for future commercial uses (the “*Beseda Tract*”). The Beseda Tract is depicted on the Property Map and more particularly described on **Exhibit “A-4”**.

F. Kyle 57 is the owner of that certain approximately 57 acre parcel of real property located in the City, which is currently used for agricultural purposes but may be developed for future residential uses (the “*Kyle 57 Tract*”). The Kyle 57 Tract is depicted on the Property Map and more particularly described on **Exhibit “A-5”**.

G. In addition to acting on its own behalf as utility provider, the City is also entering this Agreement on behalf of Blanco River Ranch Properties, L.P., the owner of

1307 acre parcel of real property located in the City, and/or its Extra-Territorial Jurisdiction, which such owner proposes to develop as master-planned, residential and commercial development consisting of approximately 1400 residential units and related amenities and improvements (the "Blanco River Ranch Tract"). The Blanco River Ranch Tract is depicted on the Property Map and more particularly described on Exhibit "A-6".

H. In addition to acting on its own behalf as utility provider, the City is also entering this Agreement on behalf of Lennar, the owner of 890 acre parcel of real property located in the extra-territorial jurisdiction of the City, which such owner proposes to develop as master-planned, residential development consisting of residential units and related amenities and improvements (the "Plum Creek North Tract"). The Plum Creek North Tract is depicted on the Property Map and more particularly described on Exhibit "A-7".

I. The City entered into a Retail Water and Wastewater Services Agreement (the "Anthem Contract") dated September 20, 2016 with Mountain City 150, LP ("MC 150") pursuant to which MC 150 agreed to pay its pro rata share in constructing an elevated water storage tank with a combined capacity of 2.039 million gallons (the "Anthem Storage Tank"). The Anthem Contract provides that, in connection with the construction of the Anthem Storage Tank, MC 150 agreed to construct: (i) a water force main and related appurtenances from the site of the Anthem Storage Tank to the main entryway into the residential development to be located on the Anthem Tract (the "Anthem Water Main"); (ii) a water force main and related pump stations and appurtenances from the Anthem Tract's proposed main entryway along FM 150 to a point of connection with the City's water system (the "FM 150 Water Main"), noted as the Point of Entry on the water facilities plan attached hereto as Exhibit "B" (the "Water Facilities Plan"); and, (iii) a one hundred thousand (100,000) gallon Ground Storage Tank, purely at the cost and benefit of Anthem.

J. MC 150 assigned the Anthem Contract to Anthem MUD in November 2016 and Anthem MUD has assumed all obligations of MC 150 in the Anthem Contract. MC 150 was subsequently dissolved, and Kyle 150 is the successor development entity for the Anthem Project.

K. The City entered into a De-annexation and Development Agreement (the "6 Creeks Agreement") dated May 16, 2017 with Blanco River Ranch Properties, LP, or its successors and assigns. On September 20, 2017, Blanco River Ranch Properties properly assigned its rights under the 6 Creeks Agreement to HMBRR. The 6 Creeks Agreement provides, among other things, that HMBRR shall (i) advance and pay a pro-rata share of the costs to construct the Anthem Storage Tank, (ii) construct a return line ("Water Return Line") from the Anthem Storage Tank to a delivery point noted on the Water Facilities Plan, and (iii) negotiate in good faith with the City if the City requests the oversizing of any utility facilities to be constructed pursuant to the 6 Creeks Agreement.

L. The original plan set forth in the Anthem Contract for the Anthem Storage Tank called for the construction of a combined 2.039 million gallon elevated storage tank

and a 100,000 gallon ground storage tank. The City has determined that the original plan in the Anthem Contract should be modified, based on modeling to accommodate functional need, so that a 800,000 gallon elevated storage tank ("*Anthem Elevated Storage Tank*" or the "*EST*") and a 500,000 gallon ground storage tank ("*Anthem Ground Storage Tank*") to be constructed on the site designated on the Water Facilities Plan. On the site of the Anthem Ground Storage Tank, additional property may be conveyed to the City for the site of an optional future 500,000 gallon ground storage tank expansion ("*Additional Ground Storage Tank*").

M. Subsequent to the execution of the Anthem Contract and the 6 Creeks Agreement, the City determined that the properties owned by Kyle 57, Beseda, and the Covey Fund would benefit from an oversized Water Return Line and capacity in the Anthem Ground Storage Tank and Anthem Elevated Storage Tank. Kyle 57, Beseda, and the Covey Fund are each agreeable to paying their pro-rata share of the Water Return Line the Anthem Ground Storage Tank and the Anthem Elevated Storage Tank, subject to the terms and conditions of this Agreement.

N. The Parties recognize that the FM 150 Water Main and the majority of the Water Return Line can be constructed in the same utility easement running alongside of FM 150, as depicted in the Water Facilities Plan, and that economies of scale exist to provide for costs savings for all Parties if the FM 150 Water Main and the Water Return Line are constructed concurrently.

O. Pursuant to the Anthem Contract, Anthem MUD or Kyle 150 on behalf of Anthem MUD is required to construct a 100,000 gallon ground storage tank within the timeframe required set forth in the Anthem Contract.

P. Anthem MUD has designed the FM 150 Water Main, the Anthem Ground Storage Tank, the Water Return Line and all other necessary, appropriate and related facilities. Henceforth the FM 150 Water Main, the Anthem Ground Storage Tank and the Water Return Line are known as the "*FM 150 Water Facilities*" or the "*Project*". Anthem MUD bid the Project, and the Project is in the process of being constructed in accordance with all applicable rules and regulations. The City has approved the plans specifications for the construction of the Project (the "*Approved Plans*").

Q. Construction of the Additional Ground Storage Tank will require there to be additional capacity in the Anthem Elevated Storage Tank to comply with all regulatory rules.

R. The City desires to cause the Anthem Elevated Storage Tank to be designed with an alternative design of 1 million gallons and to provide for cost participation in the oversized design and construction of the expanded facility. The 800,000 gallon tank will serve the parties to this Agreement. The alternative design will provide the City the option to participate in the cost of oversizing the Anthem Elevated Storage Tank from 800,000 gallons to 1 million gallons, and use the added capacity in the Anthem Elevated Storage Tank to accommodate the future construction of the Additional Ground Storage Tank.

S. The City has contracted with the owner of the Plum Creek North Tract to pay for its respective pro-rata share of the Anthem Elevated Storage Tank, and the City will make payment on behalf of such owner for such pro-rata share.

T. The City has anticipated the need of the Blanco River Ranch Tract, and while there is not a finalized development agreement for said property, there is an interim development agreement between the City and the owner of the Blanco River Ranch Tract, in place serving as a reasonable planning tool. The City has agreed to pay for such owner's pro-rata share of the Anthem Elevated Storage Tank. The City intends to recover such costs paid on behalf of such owner along with any other reasonable charges during their first phase of development of the Blanco River Ranch Tract.

U. This Agreement sets forth the Parties agreements regarding the financing and construction of the FM 150 Water Facilities, payment for the design, permitting, and construction of the FM 150 Water Facilities, and the Parties respective rights and obligations relating to the FM 150 Water Facilities. This Agreement further sets forth the agreements regarding the design, financing, and construction of the EST.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

#### **Article I. FM 150 Water Facilities**

##### **1.01. Project Schedule, Budget, and Participation Percentages.**

(a) The Parties agree to cooperate with Anthem MUD's efforts to complete the construction of the FM 150 Water Facilities in accordance with the schedule attached as **Exhibit "C"** (the "*Project Schedule*"). The Project is underway and Anthem MUD will ensure construction of the Project is completed in accordance with this Agreement and the Project Schedule.

(b) The initial budget for the Project (the "*Project Budget*") is attached as **Exhibit "D"**. The Project Budget will be updated as provided in this Agreement.

(c) The allocated shares of the costs of each component of the Project for Kyle 150 on behalf of Anthem MUD, the City (on behalf of the owners of the Blanco River Ranch Tract and Plum Creek North Tract), and each of the Water Return Line Users are set forth on the attached **Exhibit "E"** (the "*Participation Percentages*").

**1.02. Project Management and Project Engineer.** Kyle 150 on behalf of Anthem MUD will serve as project manager for the Project. Atwell, LLC will serve as the project engineer for the Project (the "*Project Engineer*").

**1.03. Easements.** All necessary utility easements to construct the FM 150 Water Main and the Water Return Line have been or will be made available to Kyle 150 prior to construction on the Project.

1.04. **Plan Preparation and Approval.** Kyle 150, on behalf of Anthem MUD, has caused the Approved Plans for the Project to be prepared by the Project Engineer sufficient to provide water service to the Water Return Line Users as required in this Agreement and in accordance with (i) the Anthem Contract; (ii) this Agreement; (iii) the Project Schedule; (iv) all applicable federal, State, and City laws, rules and regulations, including environmental regulations, that are applicable to the Project; and (v) good engineering and design practices. The Parties agree that the FM 150 Water Main and the Water Return Line are to be constructed concurrently. The Project Engineer has submitted the Approved Plans for the Project to the City and the Water Return Line Users and the City and the Water Return Line Users have approved such plans and specifications. The City warrants and represents that the Project and the Approved Plans meet all of its applicable legal requirements, and that the FM 150 Water Facilities once constructed in accordance with the Approved Plans are sufficient to provide water service to the Water Return Line Users as required by this Agreement without any further off-site improvements being required.

1.05. **Bidding and Contract Requirements.**

(a) The Project Engineer has advertised the Project for bid in the name of Kyle 150 on behalf of Anthem MUD in accordance with the legal requirements applicable to municipal utility districts, including Chapters 49 and 54, Texas Water Code, based on the design, plans and specifications approved by the Parties. At the time of the Effective Date of this Agreement, construction on the Project has commenced.

(b) The Project Engineer, at the request of any Party, will provide a copy of the bids and bid tabulation to such Party, as well as the award of the contract.

(c) The construction contract(s) for the Project includes the following provisions:

- (1) That the contractor(s) will comply with the requirements of Section 5(e) related to insurance;
- (2) That a minimum of Ten percent (10%) retainage shall be withheld from each payment made to the contractor(s);
- (3) That the contractor(s) will be liable for all damage or injury to persons or property directly resulting from the activities of the contractor, and contractor's employees, agents, and subcontractors, in coming upon or performing work on the Project sites;
- (4) That the contractor will indemnify the Parties from any liability arising out of claims arising due to contractor's activities within the Project work sites; and
- (5) Any other provisions required to be included in the contract(s) under this Agreement.

(d) The contractor(s) for the Project will be required to post payment and performance bonds with the City in the contract amount, and to carry commercial general liability insurance written on a "per-occurrence" basis in a minimum amount of \$1,000,000 combined single limit per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate, and both Kyle 150 and Anthem MUD will be named as additional insureds or beneficiaries, as appropriate, of such insurance and bonds. If the insurance of the contractor is cancelled, the contractor(s) will be required to promptly notify Kyle 150 and to obtain and provide proof of replacement insurance, meeting the requirements specified above, prior to continuing its work.

(e) Kyle 150, on behalf of Anthem MUD, has executed the construction contract(s) for the Project and, upon request, will deliver a copy of the contract to the Parties. Kyle 150 agrees to comply with all of the terms, conditions and covenants of the construction contract(s).

#### 1.06. Construction; Inspection and Financing.

(a) Kyle 150, on behalf of Anthem MUD will cause the contractor(s) for the Project to continue with construction and to complete construction in accordance with the Project Schedule, the Anthem Contract, this Agreement, the Project Budget and the Approved Plans, after the Effective Date of this Agreement. The Project will be constructed in conformity with the Approved Plans, in a good and workmanlike manner, and all material used in such construction will be substantially free from defects and fit for its intended purpose. The Project Engineer will inspect the construction and provide Kyle 150 on behalf of Anthem MUD and the Parties with monthly construction status reports. Upon request, the Parties or a designee of a Party may accompany the Project Engineer to inspect construction on the Project.

(b) The Project Engineer will monitor and confirm the percentage of completion of the Project existing from time to time and deliver written notice to the Parties of the percentage of completion.

(c) Kyle 150, on behalf of Anthem MUD, shall receive all pay applications from the contractor(s) relating to the Project ("*Pay Applications*"). In order to obtain any progress payment payable to the contractor, Kyle 150 must:

(1) Cause the Project Engineer to prepare a statement of the percentage of construction of the Project completed to the date of the Contractor's Pay Application (the "*Completion Percentage*") and state that the pay application has been approved by the Project Engineer and Anthem MUD (the "*Approved Pay Application*");

(2) Obtain the Project Engineer's certification of the amount of the Approved Pay Application payable by each of the Water Return Line Users and the portion of the contract price remaining to be paid by the City and Kyle 150 on behalf of Anthem MUD to complete the payment of the Approved Pay Application (the "*Certification*"); and

- (3) Obtain an affidavit signed by the contractor(s), in the form of a conditional waiver and release of lien upon progress payment, in a form reasonably acceptable to the Parties, including affirmation of payment of all subcontractors and vendors supplying labor and or materials for the Project ("*Waiver and Release*"). The Approved Pay Application, the Certification, and the Waiver and Release shall be delivered to the Parties no later than 20 days after delivery of a Pay Application. Pay Applications may not be submitted more frequently than monthly.
- (d) Within 30 days of the receipt of the Approved Pay Application, Certification and Waiver and Release, the Parties must each fund their share of the Approved Pay Application as provided in this Agreement, less retainage and any other amounts allowed to be withheld under the construction contract(s), in accordance with State law. Each Party will make payment for its share of the Approved Pay Application directly to Kyle 150 by check, mailed to the applicable address in Section 4.03 of this Agreement, or by any alternative format approved by Kyle 150. Kyle 150 shall promptly and timely pay all outstanding amounts for Approved Pay Applications, including the pro rata share of Kyle 150.
- (e) Failure of a Party to fund a payment contemplated in this Agreement shall not relieve Kyle 150 of its obligation to make timely payments to the contractor(s) for Approved Pay Applications for the Project.
- (f) If a Party fails to timely make a required payment for an approved Pay Application, unless such payment has been properly disputed pursuant to the provisions of this Agreement, Kyle 150 on behalf of Anthem MUD may require said Party to pay the Party's remaining pro rata share of the Project to an escrow agent to be held in escrow pursuant to escrow agreement reasonably acceptable to Kyle 150 on behalf of Anthem MUD and such Party (the "*Payment for Remaining Pro Rata Share*"), as calculated by the Project Engineer, in accordance with the updated Project Budget and Participation Percentages. A Payment for Remaining Pro Rata Share will be made within thirty (30) days of notice by Kyle 150 and shall be held by the escrow agent and utilized to make payments on Approved Pay Applications as they are requested by the contractor(s).
- (g) If a Party fails to timely make a required payment and, after notice from Kyle 150, fails to make a Payment for Remaining Pro Rata Share, such inaction will be considered a default under this Agreement and written notice of such default shall be provided to the City.
- (h) The Parties may dispute a Pay Application by giving written notice to Kyle 150 and the Project Engineer of the amount of the Pay Application disputed and the specific basis for the dispute within twenty (20) days of receipt of the Pay Application; provided that a dispute will only be permitted if any of the Parties, in good faith, allege that the work covered by the Pay Application has not been completed in accordance with the applicable construction contract or the terms of this Agreement, or if there is a default by the contractor under the construction contract in question, and if the disputing Party

has paid any amount that is not in dispute. Failure to dispute a Pay Application in a timely and proper manner as described herein, waives the right to dispute.

(i) The Parties shall cooperate to resolve any dispute permitted under this Section 1.06 promptly in order to avoid a default under the construction contract or this Agreement.

(j) The Parties agree that change orders that increase the original contract price under the construction contract(s) for the Project by a cumulative amount of \$50,000 or less do not require approval. All change orders that increase the original contract price under the construction contract for the Project by more than \$50,000 in the aggregate must be approved by the City Council unless the change order is required by an emergency. The Parties will not unreasonably condition, withhold or delay their approval of any proposed change order. If any change order amends the contract price, the Project Engineer will promptly update the budget and provide a copy of the update to the Parties.

**1.07. Completion.** Upon final City inspection, the City shall approve the construction if completed in compliance with the approved plans. After City approval, Anthem MUD or Kyle 150 on behalf of Anthem MUD will convey the Project to the City and will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the Project to the City, including any maintenance bonds required by the City at the time of acceptance. Anthem MUD or Kyle 150 on behalf of Anthem MUD shall furnish evidence of the conveyance of facilities to the City contained in the Project to the Water Return Line Users promptly upon request. The City agrees to accept the Project for ownership, operation and maintenance upon such final completion, inspection and approval. The Parties intend that all costs of the Project incurred by Kyle 150, or any other Party to the Agreement, will be eligible for reimbursement from a water district or public improvement district, as applicable and as provided by state law. The Parties acknowledge and agree that only Kyle 150 has any right to reimbursement from Anthem MUD. The Parties each acknowledge and agree that any monies spent on improvements related to water service for the Parties' projects are not subject to reimbursement or purchase by Anthem MUD.

**1.08. Default and Termination.**

(a) If Kyle 150 defaults under this Agreement, the Parties shall have the ability individually or collectively to pursue any and all valid remedies at law or in equity, including specific performance, in a court of competent jurisdiction. Kyle 150 will be in default under this Agreement upon the occurrence of one or more of the following events (an "Event of Default"):

(1) Kyle 150 fails to commence or complete design and permitting of the Project in accordance with this Agreement; or fails to commence, diligently pursue or complete construction or fails to achieve completion of the Project in accordance with this Agreement, and fails to cure such failure within fifteen (15) days of receipt of written notice from any of the Water Return Line Users to do so; or

(2) Kyle 150 fails to perform any other obligation under this Agreement in the time and manner specified by this Agreement and fails to cure such failure within fifteen (15) days of receipt of written notice from any of the Water Return Line Users to do so.

(b) The City will have the right, but not the obligation, to assume the construction contract(s) and to complete the Project in the event of a default by Kyle 150 under this Agreement. If Kyle 150 defaults under this Agreement and the City elects to assume the construction contract(s), Kyle 150 shall cooperate with the City, including assignment of the construction contract(s), if necessary. To the extent the City assumes the construction contract(s), the City shall be obligated to perform all of the duties and obligations and shall have all of the rights of Kyle 150 under this Agreement.

## Article II. Elevated Storage Tank

**2.01. Project Schedule, Budget, and Participation Percentages.** Anthem MUD, Kyle 150, HMBRR, Kyle 57, Beseda, the Covey Fund, and the City (the "*EST Parties*") agree to cooperate to complete the construction of the Anthem Elevated Storage Tank and all related facilities and appurtenances (the "*EST Project*") in accordance with the schedule attached as **Exhibit "F"** (the "*EST Project Schedule*"). The EST Parties' allocated shares of the costs of the EST Project are set forth in **Exhibit E**. The preliminary budget for the EST Project is reflected in attached **Exhibit D** and will be updated as provided in this Agreement.

**2.02. EST Project Defined.** The EST Project is further defined as the design, construction, and completion of the Anthem Elevated Storage Tank, in accordance with construction plans approved by the City, good engineering practices, and applicable local, state, and federal regulations, to be located on the property designated in **Exhibit B**. The EST Project will be designed as an 800,000 gallon elevated storage tank, and alternatively as a 1 million gallon elevated storage tank as provided in this Agreement.

**2.03. Easements.** The EST Parties will grant the City any easements needed for the construction and operation of the EST Project upon request by the City in a form acceptable to the City.

**2.04. Design.** Kyle 150, on behalf of Anthem MUD, will cause the EST Project to be designed in accordance with the EST Project Schedule. The EST Parties will share in the costs to design the EST Project, which is estimated to be \$324,000.00 (the "*EST Design Costs*") according to the Participation Percentages set forth in **Exhibit E**. The EST Parties shall pay for the EST Design Costs in accordance with the following schedule:

(1) Within 30 days of Kyle 150's delivery of written notice to the EST Parties, the EST Parties will deposit 25% of their respective portion of the EST Design Costs with the Kyle 150.

(2) Within 30 days of Kyle 150's delivery of written notice to the EST Parties that the EST Design Plans are 50% complete, the EST Parties will deposit an additional 25% of their respective portions of the EST Design Costs with Kyle 150.

(3) Within 30 days of the Kyle 150's delivery of written notice to the EST Parties that the EST Design Plans are complete, and have been approved by the City and any other governmental entities with jurisdiction over the construction of the EST Project, the EST Parties will deposit the final 50% of their respective portion of the EST Design Costs with Kyle 150.

(4) Kyle 150 shall use the EST Design Costs payments solely for the purpose of paying the consultant for designing the EST Project.

(5) If a EST Party fails to pay any installment of the EST Design Costs when due, Kyle 150 will deliver written notice to the EST Party of such failure and, if the EST Party does not deliver that installment of the EST Design Costs within 30 days of the date of the City's notice, the City may withhold further development approvals until the installment in question is delivered to the City.

**2.05. Bidding the EST Project.** Atwell, LLC will serve as the EST Project Engineer for the EST Project. The EST Project Engineer will advertise the EST Project for bid in the name of Kyle 150 on behalf of Anthem MUD in accordance with the legal requirements applicable to municipal utility districts including Chapters 49 and 54, *Texas Water Code*, and in accordance with the legal requirements applicable to the City including Local Government Code Chapter 252, based on the design, plans and specifications approved by the City. The bid advertisement or notice must be published within a time frame that allows for construction of the EST Project to commence by March 1, 2021.

(a) The EST Project Engineer will provide the City engineer and the City's purchasing agent with: (i) prior written notice of the dates for publication of the notice to bidders and the opening of the bids received in response to the notice; and (ii) a copy of the published bid notice.

(b) The bid documents will specifically include notice to the bidders of the requirement to submit a primary bid proposal for an 800,000 gallon elevated storage tank; the requirement to submit an alternative bid proposal for a 1,000,000 gallon elevated storage tank; the EST Project Schedule, including any liquidated damages imposed for non-compliance with the EST Project Schedule; and the requirement that the EST Parties will be jointly funding the cost of the EST Project as provided in this Agreement. The bid documents will also require that the bid prices for the EST Project be separately itemized. Should the City elect to oversize the Anthem Elevated Storage Tank, the City's cost share would be the incremental difference between the two bids.

(c) The EST Project Engineer will coordinate the receipt and opening of the bids, will provide a copy of the bids and bid tabulation to the EST Parties, City engineer and the City's purchasing agent for review, and will recommend, with the concurrence of

the City engineer, awarding the contract or contracts for the EST Project to the lowest responsible bidder or bidders.

(d) The City will notify the Project Engineer within thirty days of the date of the bid opening of the City's election to participate in the oversizing of the EST Project, and in such event, Kyle 150, LP on behalf of Anthem MUD shall enter into a contract for the construction of a 1 million gallon Anthem Elevated Storage Tank with the selected bidder. If the City declines to oversize the elevated storage tank, Kyle 150, LP on behalf of Anthem MUD shall enter into a contract for the construction of an 800,000 gallon Anthem Elevated Storage Tank with the selected bidder instead.

2.06. **Contract Terms.** The construction contract(s) for the EST Project will include the following provisions:

(a) That the EST Parties will each pay a share of the costs under the contract based on the Participation Percentages described in **Exhibit E** of this Agreement;

(b) That the contractor will comply with the requirements of Section 1.05(d) related to insurance;

(c) That a minimum of ten percent (10%) retainage shall be withheld from each payment made to the contractor; and

(d) That the contractor will be liable for all damage or injury to persons or property directly resulting from the activities of the contractor, and contractor's employees, agents, and subcontractors, in coming upon or performing work on the EST Project site;

(e) That the contractor will indemnify the EST Parties from any liability arising out of claims arising due to contractor's activities within the Anthem Elevated Storage Tank work site.

2.07. **Initial/Supplemental Construction Deposits, Refunds.** Within 15 days of the EST Project Engineer's delivery of notice of the recommended contract award(s), which will be accompanied by an updated budget based on the approved bid price(s), each EST Party will deliver to the City funds in the amount of 110% of its Participation Percentage of the revised cost of the EST Project as shown on the updated budget to secure its obligation to make payment when due under the construction contract(s) for the EST Project (the "*Construction Deposit*"). The Construction Deposit will be held by the City in a separate account, in trust for the EST Parties, and will be used solely to pay sums coming due under the EST Construction Contract. After construction of the EST is complete and the City has inspected and accepted the EST, the EST Project Engineer and the City shall work together to determine a final accounting of the EST Project. The final accounting shall be delivered to the EST Parties and the City will refund any funds remaining in the Construction Deposit to the EST Parties, based upon the pro rata contributions of the EST Parties and participant percentages included in Exhibit "E".

To the extent the Project Engineer determines that the anticipated costs of the EST Project have exceeded or will exceed the funds in the Construction Deposit, the Project Engineer will estimate the pro rata share of each EST Party relating to the cost

overruns. After approval of the estimated cost overruns by the City, the Project Engineer will provide notice to each EST Party and each EST Party will deliver to the City funds in the amount of its Participation Percentage of the estimated cost overruns within 30 days.

**2.08. Insurance and Payment and Performance Bonds.** The contractor(s) for the EST Project will be required to post payment and performance bonds with the City in the contract amount, and to carry commercial general liability insurance written on a "per-occurrence" basis in a minimum amount of \$1,000,000 combined single limit per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate, Kyle 150, LP and Anthem MUD will be named as additional insureds or beneficiaries, as appropriate, of such insurance and bonds. If the insurance of the contractor(s) for the EST Project is cancelled, the contractor will be required to promptly notify the EST Parties and the City and to obtain and provide proof of replacement insurance, meeting the requirements specified above, prior to continuing its work within the EST Project site.

**2.09. Contract Execution.** The EST Project Engineer will execute the construction contract for the EST Project and, upon execution, will promptly deliver a copy of the contract to the EST Parties. Each construction contract will provide that the City (or its designee) will have the right, but not the obligation, to assume the construction contract and to complete the EST Project in the event of a default by the EST Parties under this Agreement, including a failure by Kyle 150 to commence, pursue or complete the construction of the EST Project in accordance with the EST Project Schedule, as provided in **Exhibit F** of this agreement.

**2.10. Construction Reports, Pay Applications, Change Orders.**

(a) The EST Project will be constructed in strict conformity with the approved plans, in a good and workmanlike manner, and all material used in such construction will be substantially free from defects and fit for its intended purpose. The EST Project Engineer will inspect the construction and provide the Parties with monthly construction status reports.

(b) The EST Project Engineer will monitor and confirm the percentage of completion of the EST Project existing from time to time and deliver written notice to the EST Parties of the percentage of completion and any corresponding percentage payment to be made by the City pursuant to Article II of this agreement.

(c) The EST Project Engineer shall receive all pay applications from the contractor relating to the EST Project ("*EST Pay Applications*"). In order to obtain any progress payment payable to the contractor, Kyle 150 must:

- (1) cause the Project Engineer to prepare a statement of the percentage of construction of the EST Project completed to the date of the Contractor's Pay Application (the "*EST Completion Percentage*") and state that the pay application has been approved by the Project Engineer and Kyle 150 (the "*Approved EST Pay Application*");

(2) obtain the EST Project Engineer's certification of the amount of the Approved Pay Application attributable to each of the EST Parties and payable from the Construction Deposit and the portion of the contract price remaining that is attributable to each EST Party (the "*EST Certification*"); and

(3) obtain an affidavit signed by the contractor, in the form of a conditional waiver and release of lien upon progress payment, including affirmation of payment of all subcontractors and vendors supplying labor and or materials for the Project ("*EST Waiver and Release*").

The Approved EST Pay Application, the EST Certification, and the EST Waiver and Release shall be delivered to the Parties no later than 20 days after delivery of a Pay Application. Pay Applications may not be submitted more frequently than monthly.

(d) Within 30 days of the receipt of the Approved EST Pay Application, Certification and Waiver and Release, the City shall release payment from the Construction Deposit, less retainage, unless a Party has timely and properly objected to an EST Pay Application. The City shall promptly and timely pay all outstanding amounts for Approved EST Pay Applications, including the pro rata share of Kyle 150.

(e) A EST Party may dispute a EST Pay Application by giving written notice to the City, and the EST Project Engineer of the amount of the EST Pay Application disputed and the specific basis for the dispute within 15 days of receipt of the EST Pay Application; provided that a dispute will only be permitted if any of the EST Parties, in good faith, allege that the work covered by the EST Pay Application has not been completed in accordance with the applicable construction contract or if there is a default by the contractor under the construction contract in question, and any of the EST Parties shall pay any amount that is not in dispute.

(f) The EST Parties shall cooperate to resolve any dispute permitted under this Section promptly in order to avoid a default under the construction contract or this Agreement.

(g) Any change orders over \$50,000 or that increases the overall project cost by \$50,000 will be subject to approval by the City before work contemplated by the change order begins unless the change order is required by an emergency. The City will not unreasonably condition, withhold or delay its approval of any proposed change order. If any change order changes the contract price, the EST Project Engineer will promptly update the budget and provide a copy of the update to the City, Anthem MUD and Kyle 150. Anything to the contrary contained in this Subsection notwithstanding, the City's share of the original contract price under any construction contract for the EST Project may not be increased by change orders by more than 25% without City Council Approval.

**2.11. Completion.** Upon final City inspection and approval, Anthem MUD or Kyle 150 on behalf of Anthem MUD will convey the EST Project to the City and will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the EST Project to the City, including any maintenance bonds required by the City at the time of acceptance.

**2.12. Default and Termination.**

(a) If Kyle 150 defaults under Article II of this Agreement, the City will have the right, but not obligation, to assume the construction contract or contracts for the EST Project and proceed with the construction of the EST Project in accordance with the EST Project Schedule. In such case, the City will have the right to utilize the Construction Deposit to complete the EST Project. Kyle 150, or the remaining Parties if applicable, will be in default under this Agreement upon the occurrence of one or more of the following events (an "Event of Default"):

(1) Kyle 150 causes the EST Project to fail to commence or complete design; commence, diligently pursue or complete construction or to achieve completion in accordance with the EST Project Schedule and fails to cure such failure within 15 days of receipt of written notice from the City to do so; or

(2) An EST Party fails to post a Construction Deposit when required under this Agreement and fails to cure such failure within five days of receipt of written notice from the City to do so; or

(3) An EST Party fails to perform any other obligation under this Agreement in the time and manner specified by this Agreement and fails to cure such failure within 15 days of receipt of written notice from the City to do so.

(b) At any time following an Event of Default, the City may notify the EST Parties that the City intends to assume and perform Kyle 150's outstanding obligations under this Agreement for construction of the EST Project. If the City gives notice that the City intends to perform Kyle 150's outstanding obligations under this Agreement for the construction of the EST Project following an Event of Default, then the City may assume the construction contract or contract(s) and use the Construction Deposit to pay for the costs of construction of the Project (the "Performance Rights"). The City will further have the right to assign its Performance Rights to an owner or purchaser of land in the area that is intended to receive service through the Project (the "Service Area").

(c) If the City does not elect to exercise its Performance Rights, the City agrees that it will, upon the request of an EST Party or an assignee of an EST Party that is an owner or purchaser of land in the Service Area, assign its Performance Rights to the requesting EST Party or assignee of an EST Party. In such event, the assignee will assume the City's Performance Rights and the EST Parties agree that the assignee may assume the construction contract or contracts for and with respect to the design, permitting and construction of the EST Project and will have the right to make applications to the City for and to receive funding from the Construction Deposit held by the City, as provided in Section 2.07, to make payments as contemplated in Section 2.10.

**Article III. Provision of Water Services**

**3.01 Service Commitment.**

(a) Subject to the terms and conditions of this Agreement, including the payment of all applicable fees and charges as set forth below, the City agrees to provide water service to customers within the Covey Tract, Beseda Tract and Kyle 57 Tract (the "FM 150 Properties") in a quantity set forth in Exhibit D for such tracts (the "Service Commitment"). The quantity of water service made available to any connection within those tracts will be determined according to meter size in accordance with the City's rules, regulations, and policies.

(b) The City's obligation to serve each of the FM 150 Properties is expressly contingent on the respective owners of their respective tracts (including successors and assigns) being compliant with their obligations under this Agreement and with City's rules, regulations, and policies.

(c) City shall have no obligation to provide water service to any portion of the FM 150 Properties until all of the following condition precedents have been satisfied:

(1) the lands to be furnished water service have received final subdivision plat approval by all governmental entities;

(2) with jurisdiction, and recorded for the phase of development within the respective tract to be furnished water service;

(3) City has received all necessary governmental approvals for the provision of services to the respective tract;

(4) the internal water facilities required to provide service the respective have been completed in accordance with plans and specifications approved by City, are operational, and have been conveyed to and accepted by City;

(5) all easements and other real property interests in the respective tract required to be conveyed to City under this Agreement have been dedicated to City; and

(6) all required fees and charges have been paid to City.

(d) Notwithstanding anything in Section 3.01(c) above to the contrary, the City hereby acknowledges and agrees that the living unit equivalents ("LUEs") of water service capacity allocated to the FM 150 Properties in the Service Commitment is hereby capacity that is reserved to the owners of such tracts and may not be allocated or committed to any other owner, property or water service customer so long as this Agreement remains and full force and effect.

3.02 **Service Commitment to HMBRR.** The City confirms that by satisfying its obligations under this Agreement, HMBRR shall be entitled to receive water service



from the City to the 6 Creeks Tract (in an aggregate amount not to exceed 2,100 LUEs) as contemplated under Section 4.01 of the 6 Creeks Agreement and, except for internal water infrastructure, shall not be required to finance or construct any additional facilities relating to the provision of water service to the 6 Creeks Tract.

**Article IV. Miscellaneous**

4.01. **Force Majeure.** For purposes of this Agreement, "Force Majeure" means acts of God, including lightning, earthquakes, fires, hurricanes, storms, or floods; pandemics or epidemics; orders of the government of the United States, the State of Texas or any other governmental authority with jurisdiction over the Project or the EST Project; delays caused by a third party utility provider, to the extent the approval or cooperation of said third party utility providers is required for the Project or the EST Project, or delays in governmental or regulatory approvals required for the Project or the EST Project beyond the time periods provided for such approvals in the Project Schedule or EST Project Schedule that are not within the control of the party claiming the inability and could not have been avoided by the exercise of due diligence. If a Party is rendered unable by Force Majeure to carry out any of its obligations under this Agreement, whether in whole or in part, then the obligations of that Party, to the extent affected by the Force Majeure, will be suspended during the continuance of the inability only and the Party in question must resume performance at the earliest practicable time. As soon as reasonably possible after the occurrence of any event of Force Majeure relied upon to suspend performance, the party whose obligations are affected must give written notice that includes the details of the Force Majeure to the other Parties. If this written notice is not given within 15 days after the alleged event of Force Majeure, then no extension of time will be allowed. The cause of the delay, as far as possible, must be remedied with all reasonable diligence.

4.02. **Future Effect.** The provisions of this Agreement will be binding upon and inure to the benefit of the parties, their respective successors and assigns.

4.03. **Notices.** Any notice given under this Agreement must be in writing and may be given:

- (1) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid;
- (2) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid;
- (3) by personally delivering it to the Party; or
- (4) by facsimile or email with confirming copy sent by one of the other described methods of notice set forth above.

Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received.

For purposes of notice, the addresses of the Parties are as follows until otherwise provided:

Kyle 150:	Clark Wilson 5312 Park Hollow Lane Austin TX, 78746	Anthem MUD Winstead PC, Attn: Judy McAngus 401 Congress, Suite 2100 Austin, TX 78701
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Water Return Line Users:	HMBRR Development	HMBRR Development c/o Hanna/Magee Co. Attn: Jay Hanna 1011 North Lamar Blvd. Austin, Texas 78703
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Kyle 57	Milestone Community Builders, LLC Attn: Garrett Martin 9111 Jollyville Road, Suite 111 Austin, TX 78759	Kyle Mortgage Investors, LLC Attn: Linda Pastel 10800 Wilshire Blvd, Suite 2101 Los Angeles, CA 90024
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David Beseda	David Beseda 2310 Portofino Ridge Austin, Texas 78735
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The Covey Fund I, LP	Attn: Brett Findley, Principal 2205 N. Lamar, Blvd, Suite 113 Austin, Texas 78705
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City of Kyle	Attn: City Manager 100 W. Center Street Kyle, Texas 78640
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4.04. **Construction.** This Agreement will be construed under and in accordance with the laws of the State of Texas and all obligations hereunder are performable in Hays County, Texas. If any of the provisions of this Agreement are, for any reason, held to be invalid, illegal, or unenforceable, that invalidity, illegality or unenforceability will not affect the remainder of this Agreement, which will continue in full force and effect.

4.05. **Enforcement.** In addition to any other remedies available at law or in equity, the provisions of this Agreement will be enforceable by action for specific performance. If either party brings suit for the breach of any covenant, condition or agreement contained herein, then, in addition to any other remedies to which a party may

otherwise be entitled, the prevailing party will be entitled to recover all reasonable attorney's fees and expenses incurred in connection with that suit.

**4.06. Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the Project, and no oral statements or prior written agreement not specifically incorporated therein or herein will be of any force and effect. No modification of this Agreement will be binding on a party hereto unless set forth in a written document, executed by such parties or a duly authorized agent, officer or representative thereof. All of the parties have participated in the negotiation and drafting of this Agreement; therefore, in the event of any ambiguity, the provisions of this Agreement will not be construed for or against any party.

**4.07. Assignment.**

(a) This Agreement may be assigned by the agreement of all Parties. Any assignment will be in writing, specifically set forth the assigned rights and obligations, and be executed by the proposed assignee. Consent to any proposed assignment will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the rights and obligations of HMBRR, Kyle 57, the Covey Fund and Beseda in Article I and Article II of this Agreement may be assigned or transferred to any subsequent purchaser or owner of their respective tracts without the consent of any other Party hereto being required.

(b) If a Party assigns its rights and obligations hereunder as to a portion of property, then the rights and obligations of any assignee and the Party will be severable, and the Party will not be liable for the nonperformance of the assignee and vice versa.

**4.08. Exhibits.** The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- Exhibit A:** Property Map and Property Descriptions (Exhibits A-1 through A-7)
- Exhibit B:** FM 150 Water Facilities Plan
- Exhibit C:** FM 150 Water Facilities Project Schedule
- Exhibit D:** FM 150 Water Facilities & Elevated Storage Tank Project Budget
- Exhibit E:** FM 150 Water Facilities & Elevated Storage Tank Participation Percentages
- Exhibit F:** EST Project Schedule
- Exhibit G:** EST Project Budget


**4.09. Authority for Execution.** All Parties hereby certify, represent, and warrant that, to the extent applicable, the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Party.

4.10. **No Third-Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and the Parties do not intend by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than Kyle 150, the District, and the Water Return Line Users.

4.11. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

Executed on the date or dates indicated below, to be effective as of July 16, 2020.

**Anthem Municipal Utility District:**

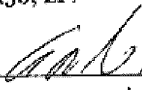
By: 

Name: Brandon Brydson

Title: President

Date: 7/3/2020

Kyle 150, LP:

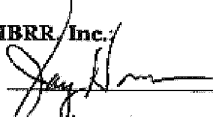
By:  Kyle 150, GP LLC

Name: Clark Wilson

Title: manager

Date: 7-3-2020

**HMBRR, Inc.**

By: 

Name: JAY HANNA

Title: V.P.

Date: 7.8.2020

DocuSign Envelope ID: FBCBB86E-DCAA-443C-A370-2EC0765B2BF2

**Kyle 57:**

By: **KYLE MORTGAGE INVESTORS, LLC**  
a Colorado limited liability company

DocuSigned by:  
Name: Linda Pastel

Printed Name: Linda Pastel

Title: Managing Partner

Date: 7/16/2020 | 3:26 PM CDT

David Beseda:

By: 

Name: DAVID BESEDA

Title: OWNER

Date: 7/6/20

The Covey Fund I, LP:

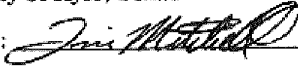
By: Covey Fund I, LP

Name: BRETT FINDLEY

Title: MANAGER

Date: 7/6/2020

City of Kyle, Texas

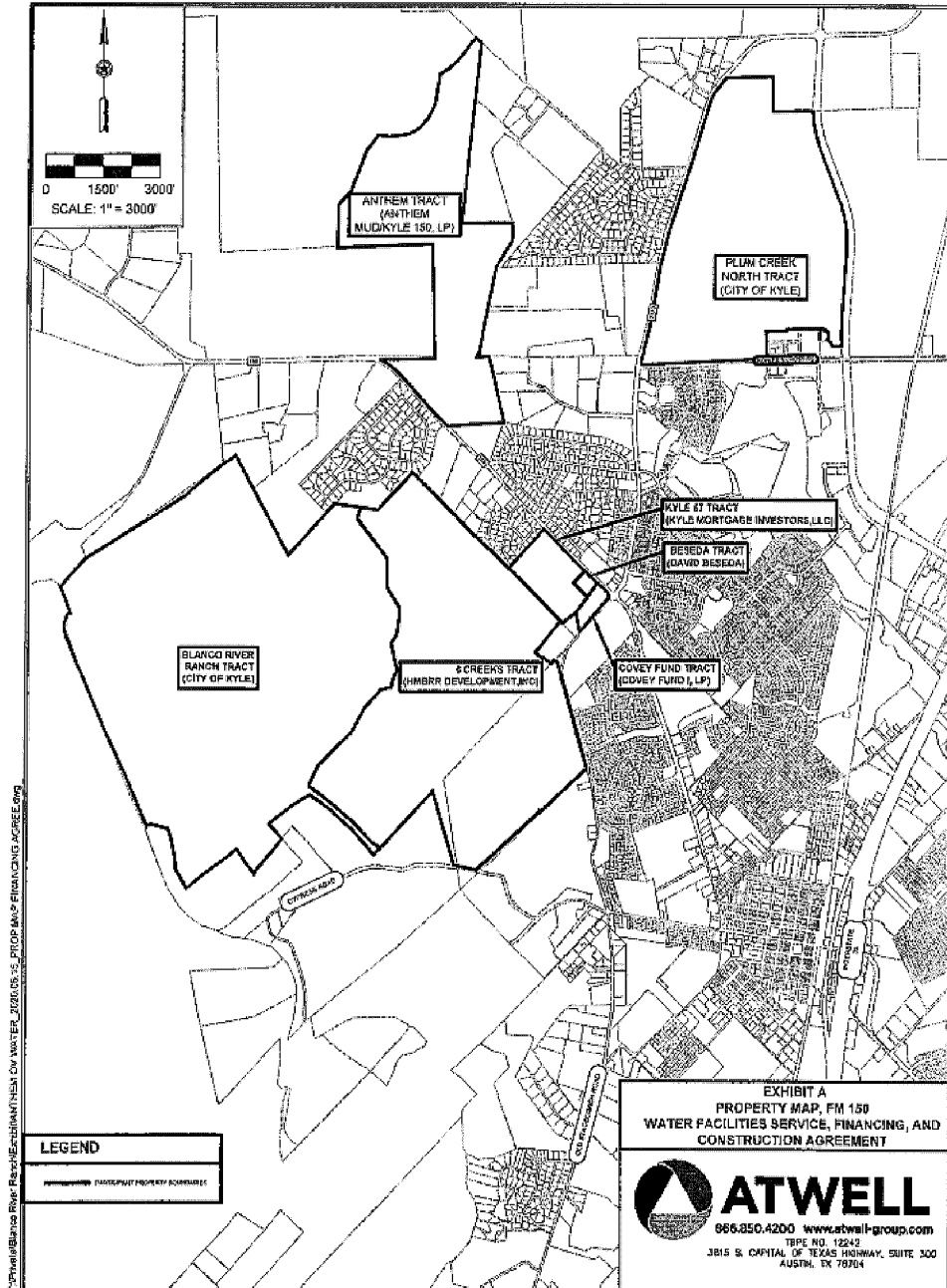
By: 

Name: Travis Mitchell

Title: Mayer

Date: 7/10/2020

EXHIBIT "A"



**Exhibit "A-1"**

"Anthem" Kyle 150, L.P.

**EXHIBIT A-1  
PROPERTY DESCRIPTION  
412.992 ACRES**

**BEING 412.992 ACRES OF LAND LOCATED IN THE ANDREW DUNN LEAGUE, ABSTRACT NO. 4, THE JOHN COOPER SURVEY NO. 13, ABSTRACT NO. 100 AND THE JESSE DAY SURVEY, ABSTRACT 152 IN HAYS COUNTY, TEXAS AND BEING A REMAINDER OF THE SAME LAND CONVEYED TO MOUNTAIN CITY-150, L.P., CALLED TRACT 1, A 599.25 ACRE TRACT AND TRACT 2 A CALLED 73.693 ACRE TRACT AS DESCRIBED IN VOLUME 5272, PAGE 475 AND A CALLED 857 SQUARE FOOT TRACT 3 AND A 0.308 ACRE TRACT 4 AS DESCRIBED IN VOLUME 5272, PAGE 490 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 412.992 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a ¼-Inch iron rod located on the northwesterly right of way line of RM 150, an 80 foot wide public right of way, for the southwest corner of said 73.693 acre Tract 2, same being the northwest corner of a called 17.95 acre tract described in a deed to Robert and Linda Rosebrock recorded in Volume 1126, Page 236 of the Hays County Deed Records;

**THENCE**, with the northwest right of way line of said RM 150 the following courses and distances:

1. N45°54'47"W, 312.73 feet with the westerly line of said 73.693 acre tract to a Texas Department of Transportation Type 1 Concrete Monument;
2. N44°00'03"W, 1476.41 feet to a Texas Department of Transportation Type 1 Concrete Monument found at the beginning of a curve to the left;
3. with the arc of said curve to the left, passing the most southerly southwest corner of said 599.25 acre tract, a found 3/8-inch iron rod at an arc distance of 39.42 feet, passing the southerly corner of a 875 square foot and 0.308 acre tract described in a deed to Mountain City – 150, L.P. in Volume 5272, Page 490 and continuing for an arc distance of 568.29 feet, having a radius of 1185.90 feet, a central angle of 27°27'23" and a chord bearing and distance of N57°43'45"W, 562.87 feet to a ¼-inch iron rod with cap stamped "AST" set for corner on said northwesterly right of way line, same being on the southerly line of a called 581.00 acre tract described in a deed to M I W L S, LP and being a re-entrant corner and most westerly south corner of the herein described tract;

**THENCE**, leaving the northwesterly right of way line of RM 150 and with the common line of said 581.00 acre tract and said 599.25 acre tract the following courses and distances:

1. N88°36'39"E, 1422.09 feet to a ¼-inch Iron pipe found for an angle point in said line;
2. N88°38'02"E, 25.14 feet to a Mag Nail in concrete for an interior ell corner of the herein described tract;
3. N01°42'12"W, 2818.15 feet to a found 8-inch diameter Cedar Fence Post for an interior ell corner of the herein described tract;

4. S87°57'12"W, 2442.13 feet to a found 8-inch diameter Cedar Fence Post for an exterior left corner of the herein described tract, same being the southeast corner of said 752.05 acre tract;

**THENCE**, with the westerly line of said 599.25 acre tract, same being the easterly line of said 752.05 acre tract, N01°27'27"E, 1085.94 feet to a ½-inch iron rod with cap stamped "AST" found;

**THENCE**, leaving said westerly line and crossing said 599.25 acre tract, same being the south line of a called 250.097 acres to the City of Austin in Document No. 19010061 of the Official Public Records of Hays County, Texas the following courses and distances:

1. N42°57'57"E, 440.38 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
2. N20°52'40"E, 1067.39 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
3. N37°09'29"E, 492.15 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
4. S85°09'20"E, 319.53 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
5. N84°25'47"E, 294.59 feet to a ½-inch iron rod with cap stamped "AST" found for corner to the beginning of a curve to the left;
6. with the arc of a non-tangent curve to the left, 511.24 feet, having a radius of 871.82 feet, a central angle of 33°35'56" and a chord bearing and distance of N68°19'13"E, 503.95 feet to a ½-inch iron rod with cap stamped "AST" found for corner and a point of compound curvature;
7. with a compound curve to the left, 763.84 feet, having a radius of 1431.82 feet, a central angle of 30°33'56" and a chord bearing and distance of N32°21'48"E, 754.81 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
8. N08°59'58"E, 277.34 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
9. N09°56'17"E, 409.55 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
10. with the arc of a non-tangent curve to the left, 835.46 feet, having a radius of 2082.16 feet, a central angle of 22°59'23" and a chord bearing and distance of N48°50'55"E, 829.87 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
11. N37°50'06"E, 277.44 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
12. N45°32'16"E, 192.35 feet to a ½-inch iron rod with cap stamped "AST" found for corner on the southwesterly line of a called 1974.77 acre tract described in a deed as Tract 6, and recorded in Volume 3533, Page 150 of said deed records and being on the northeasterly line of said 599.25 acre tract;

**THENCE**, with said southwesterly line, same being the northeasterly line of said 599.25 acre tract, S47°09'20"E, 189.32 feet to a 5-inch diameter Cedar fence post found with 3 mag nails and shiner at the north corner of Tract 4, Indian Creek Ranch Subdivision as recorded in Volume 6, Page 59 of the Hays County Plat Records;

**THENCE**, leaving the southwesterly line of said 1974.77 acre tract, and with easterly line of said 599.25 acre tract the following courses and distances:

1. With the westerly line of said Indian Creek Ranch Tract 4, S06°08'47"W, 1374.75 feet to a ½-inch iron pipe found at the southwest corner of said tract 4, same being the northwest corner of Tract 2 of said Indian Creek Ranch and angle point in said easterly line;
2. With the westerly line of said Tract 2, S06°09'17"W, 2965.57 feet to a ½-inch iron rod with cap stamped "AST" found for corner;

**THENCE**, leaving said westerly line of said Tract 2 of Indian Creek Ranch, crossing said 599.25 acre tract the following courses and distances:

1. N 83°51'07" W a distance of 98.94' to a ½-inch iron rod with cap stamped "AST" found for corner;
2. S 06°08'54" W a distance of 281.11 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
3. N 89°15'50" E a distance of 1221.70 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
4. S 00°29'01" E a distance of 271.28 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
5. S 32°42'55" W a distance of 611.20 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
6. S 87°44'24" W a distance of 57.88 feet to a ¾-inch Iron rod with cap stamped "AST" found for corner;
7. S 11°37'37" W a distance of 411.37 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
8. S 78°22'23" E a distance of 199.18 feet to a ½-inch iron rod with cap stamped "AST" found for corner in the west line of Hays Consolidated Independent School District;

**THENCE**, with the said west line of Hays Consolidated Independent School District, and with easterly line of said 599.25 acre tract the following courses and distances:

1. S11°36'28"W, 359.03 feet to an iron rod with cap stamped "McMillan" for an angle point in said line;
2. S10°09'51"W, 395.16 feet to an iron rod with cap stamped "McMillan" for an angle point in said line;
3. S10°11'50"W, 101.83 feet to an iron rod with cap stamped "McMillan" for an angle point in said line;
4. S10°09'55"W, 625.50 feet to an iron rod with cap stamped "McMillan" for an angle point in said line;
5. S12°41'22"W, 447.62 feet to a Nail in a 6-inch fence corner post for an angle point in said line;
6. S42°49'53"W, 93.56 feet to a 30-inch Live Oak tree for an angle point in said line;
7. S00°59'19"W, 13.67 feet to an iron rod with cap stamped RPLS 4542 at the southwest corner of said School District tract and the southeast corner of said 599.25 acre tract and being a point on the northerly line of said 73.693 acre Tract 2;

**THENCE**, with the northerly line of said 73.693 acre tract, N88°39'49"E, passing a ½-inch iron rod at 243.73 feet and continuing for a total distance of 325.41 feet to a ½-inch iron rod on the southerly line of said School District tract and being the northwest corner of Lot 6, Century Acres, a subdivision of record in Volume 6, Page 53 of the Hays County Plat Records;

**THENCE**, with said easterly line of said 73.693 acre tract and with the westerly line of said Lot 6 and 7 of said Century Acres and the easterly line of said Lot 2B and 2C Resubdivision of Lot 2B of the Resubdivision of Lot 2 Century Acres of record in Document No. 17040812 of the Hays County Official Public Records,

S13°28'59"E, 1658.91 feet to a ¼-inch iron pipe found for the southeast corner of said 73.693 acre tract, same being the southwest corner of said Lot 2B and the common northerly corner of Lots 8 and 9 of Meadow Woods Section Two, a subdivision of record in Volume 3, Page 188 of said Plat Records, same being the northeast corner of said 17.95 acre tract;

THENCE, with the northerly line of said 17.95 acre tract, same being the southerly line of said 73.693 acre tract, S88°38'38"W, passing an iron rod with cap stamped "McMillan" at 103.02 feet and continuing for a total distance of 1505.09 feet to the **POINT OF BEGINNING** and containing, 412.992 acres of land, more or less.

**Exhibit "A-2"**

**HMBRR - "6 Creeks Tract"**  
 Blanco River Ranch  
 858.70 acres

**PROPERTY DESCRIPTION**  
**EXHIBIT A**

**BEING 858.70 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS ¼ LEAGUE NO. 14, ABSTRACT 360, AND THE CALEB W. BAKER SURVEY, ABSTRACT 31 HAYS COUNTY, TEXAS AND BEING A PORTION OF TRACT I, A CALLED 1,971.29 ACRE TRACT AND ALL OF TRACT II, A CALLED 195.14 ACRE TRACT AS DESCRIBED IN A DEED FROM THE STATE OF TEXAS TO BLANCO RIVER RANCH, LP AND RECORDED IN VOLUME 5230, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 858.70 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH ALL BEARING REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.**

**BEGINNING** at an Iron rod with aluminum cap stamped "Kent McMillian" found marking the most northerly corner of a called 311.56 acre tract described in a deed to Robert Nance recorded in Volume 4459, Page 137 of said Deed Records, same being the northwest corner of a called 195.14 acre tract described in the aforementioned deed to Blanco River Ranch as Tract II and being on the southeasterly line of said 1,971.29 acre Tract I;

**THENCE**, with the southerly line of said 1,971.29 acre tract, same being the northeasterly line of said 311.56 acre tract S43°59'58"W, 1916.27 feet to a ½-Inch iron rod with cap stamped "AST" set on the northerly line of proposed RM 150;

**THENCE**, leaving said southerly line and crossing said 1,941.29 acre tract with the proposed northerly line of RM 150 the following courses and distances:

1. N65°08'51"W, 49.48 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the right;
2. with a curve to the right, 381.25 feet, having a radius of 925.00 feet, a central angle of 23°36'54" and a chord bearing and distance of N53°30'43"W, 378.55 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
3. N41°42'16"W, 336.00 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;
4. with the arc of said curve to the left, 151.93 feet, having a radius of 1100.00 feet, a central angle of 07°54'48" and a chord bearing and distance of N45°39'41"W, 151.81 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
5. N49°37'05"W, 572.43 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
6. N51°37'01"W, 75.00 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
7. N53°36'58"W, 749.01 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;

8. with the arc of said curve to the left, 93.33 feet, having a radius of 1025.00 feet, a central angle of 05°13'01" and a chord bearing and distance of N56°13'28"W, 93.30 feet to a ½-inch iron rod with cap stamped "AST" set for the most westerly southwest corner of the herein described tract;

THENCE leaving said proposed right of way line and with a dry creek, the following courses and distances:

1. N26°31'11"E, 563.37 feet to a calculated point;
2. N46°09'29"E, 1179.39 feet to a calculated point;
3. N28°22'57"E, 708.36 feet to a calculated point;
4. N44°16'34"E, 582.28 feet to a calculated point at the beginning of a curve to the right;
5. with a curve to the right, 297.90 feet, having a radius of 1184.66 feet, a central angle of 14°24'28" and a chord bearing and distance of N77°54'54"E, 297.12 feet to a calculated point;
6. N04°51'54"W, 125.14 feet to a calculated point;
7. N23°10'37"E, 321.60 feet to a calculated point;
8. N13°08'23"W, 681.62 feet to a calculated point;
9. N31°45'00"E, 255.79 feet to a calculated point;
10. N08°23'37"E, 473.49 feet to a calculated point;
11. N02°33'01"W, 195.07 feet to a calculated point;
12. N30°53'10"W, 576.14 feet to a calculated point;
13. N01°26'31"W, 729.89 feet to a calculated point;
14. N38°05'39"W, 1250.80 feet to a calculated point;
15. N20°33'26"E, 282.73 feet a ½-inch iron rod with cap stamped "AST" set for the most westerly northwest corner of the herein described tract on the northerly line of said 1,971.29 acre tract, same being on the southerly line of Park Land Lot 23 of Arroyo Ranch, Section One, a subdivision of record in Volume 10, Page 180 of the Hays County Official Public Records;

THENCE, with the northerly line of said 1,971.29 acre tract, S82°42'45"E, 432.46 feet to a point located in the centerline of the remains of an old stone fence corner for an angle point in the north line of the herein described tract, from which a ½"-inch iron rod bears S88°19'W, 37.5 feet;

THENCE, continuing with said northerly line, N43°55'32"E, 1271.63 feet to a 2-inch metal fence post at the most northerly northwest corner of said 1,971.29 acre tract and being the common corners of Lots 12, 13 and 19, Block D of said Arroyo Ranch Section One subdivision;

THENCE, with the easterly line of said 1,971.29 acre tract the following courses and distances:

1. S46°19'30"E, at 185.02 feet passing the south line of said Arroyo Ranch subdivision and north line of a 20.3 acre tract described in a deed to F. Javier, Jr et al and recorded in Volume 2813, Page 359 of said Official Public Records and continuing for a total distance of 887.68 feet to a found ¼-inch iron rod for the south corner of said Javier tract, same being the westerly corner of

a 21.15 acre tract described in a deed to Nancy L. Russell and Randall W. Russell and recorded in Volume 4385, Page 135 of said Official Public Records;

2. S46°48'04"E, 579.01 feet to a found ½-inch iron rod for the south corner of Russell and being the westerly corner of Quail Meadows Subdivision as recorded in Volume 7, Page 47 of the Hays County Plat Records;
3. With the southwesterly line of said subdivision, S46°06'19"E, 409.08 feet to ½-inch iron rod for angle point;
4. S47°09'10"E, 405.41 feet to ½-inch iron rod for angle point;
5. S47°52'54"E, 295.90 feet to ½-inch iron rod for angle point;
6. S47°18'52"E, 296.88 feet to ½-inch iron rod for angle point;
7. S47°21'24"E, 132.10 feet to ½-inch iron rod for angle point;
8. S47°07'34"E, 179.01 feet to ½-inch iron rod for angle point;
9. S46°55'27"E, 248.69 feet to ½-inch iron rod for most southerly corner of said subdivision and the westerly corner of a called 57.26 acre tract described in a deed to Kyle Mortgage Investors, LLC and recorded in Volume 3416, Page 789 of said Official Public Records;
10. S45°43'31"E, 436.59 feet to a fence post for angle point;
11. S46°32'55"E, 1447.00 feet to an iron rod with aluminum cap stamped "Kent McMillian" at an interior ell corner of said 1,971.29 acre tract;
12. Continuing with the easterly line of said 1,971.29 acre tract, S40°23'35"W, 1023.40 feet to a ½-inch iron rod found at the westerly corner of a called 1.259 acre tract described in a deed to Robin Robinson and recorded in Volume 5358, Page 587 of said Official Public Records;
13. S50°23'48"E, 255.70 feet to a fence post for angle point;
14. N40°43'43"E, 42.89 feet to a ½-inch iron rod with cap stamped "AST" set;
15. S52°09'40"E, at 85.22 feet passing a ½-inch iron rod found at the westerly corner of a called 0.72 acre tract described in a deed to Robin and Gale Robinson and recorded in Volume 4689, Page 363 of said Official Public Records and continuing for a total distance of 244.62 feet to a ½-inch iron rod with cap stamped "AST" set;
16. N43°53'50"E, 92.19 feet to a ½-inch iron rod with cap stamped "AST" set;
17. S78°26'49"E, 101.27 feet ½-inch iron rod found on the westerly right of way line of N. Old Stagecoach Road (width varies);

THENCE, with said westerly right of way line the following course and distances:

1. S16°21'49"E, 511.37 feet to a ½-inch iron rod with cap stamped "AST";
2. S16°20'38"E, 1420.21 feet to a 60d nail found next to a cedar fence post and
3. S16°48'53"E, 800.20 feet to a ½-inch iron rod with cap stamped "AST" set for the most easterly southeast corner of this tract;

THENCE, leaving said westerly right of way line and with fence along the southeasterly line of said 195.14 acre tract, S36°01'23"W, 42.36 feet to a cedar fence post;

THENCE, continuing with said southeasterly line, same being the northwesterly line of a called 132.59 acre tract described in a deed to Felder CND, LLC and recorded in Volume 5224, Page 246 of the Hays County Official Public Records the following courses and distances:

1. S48°36'08"W, 1583.50 feet to a cedar fence post;
2. N49°26'16"W, 34.23 feet to a cedar fence post;
3. S25°40'41"W, 39.42 feet to an iron rod with cap stamped "Vickrey";
4. S48°29'40"W, 2127.73 feet to a cedar fence post with "Mag Nail" on the northerly right of way line of Cypress Road (aka Limekiln Road) (width undetermined) at the southeast corner of said 195.14 acre tract from which an iron rod with aluminum cap stamped "Kent McMillian" bears S21°57'46"W, 50.84 feet;


THENCE, with said northerly right of way line, N77°16'32"W, 599.91 feet to a cedar fence post on the easterly line of said 311.56 acre tract;

THENCE, with fence and the easterly line of said 311.56 acre and westerly line of said 195.14 acre tract the following courses and distances:

1. N16°48'19"W, 270.65 feet to a calculated angle point in said line and;
2. N17°13'44"W, 1607.95 feet to the POINT OF BEGINNING and containing 858.70 acres of land, more or less.

SURVEYOR'S STATEMENT

I hereby state that the Included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.

  
 Paul C. Sauve, Jr., RPMS #2518  
 Austin Spatial Technologies, LLC  
 December 5, 2016



**Exhibit "A-4"**

David Beseda  
2310 Portofino Ridge  
Austin, TX 78735  
Travis County  
Hays County Document Number 17041944

Being 4.847 acres of land, more or less, situated in the SAMUEL PHARASS SAURVEY, ABSTRACT NO. 360, Hays County, Texas, and being a portion of that certain 62.10 acre tract described in Correction Warranty Deed recorded in Volume 2671, Page 863, Official Public Records, Hays County, Texas.

**Exhibit "A-5"**

Kyle Mortgage Investors LLC  
10800 Wilshire Boulevard, Unit 2101  
Los Angeles, CA 90024  
Hays County Document Volume 2805 Page 659

Being 57.260 acres of land out of the SAMUEL PHARASS SAURVEY, ABSTRACT NO. 360,  
Hays County, Texas,



**Exhibit "C"**

**FM 150 Water Facilities Project Schedule**

- Water Line System including 12" feed line to Anthem, 16" distribution return line to 6 Creeks and all internal Anthem Phase 1A water lines estimated completion January 2021
- RM 150 Pump Station estimated completion date January 2021
- Hoover Drive Pump Station and initial ground storage tank estimated completion Date February 2021



Exhibit E  
 FM 150 Water Facilities & Elevated Storage Tank  
 Participation Percentages

	Anthem	6 Creeks	Kyle 57	Findley	Beseda	Lennar	QRR
RM 150 Return line Participation	0%	72%	17%	7%	4%	0%	0%
Common RM 150 Pump Station and Transmission Main Participation	54%	33%	8%	3%	2%	0%	0%
RM 150 Pump Station Site Work	100%	0%	0%	0%	0%	0%	0%
Elevated and Ground Storage Tank Participation	19%	17%	4%	2%	1%	23%	35%
Hoover Drive Participation	33%	0%	4%	2%	1%	24%	37%

Exhibit F

EST Project Schedule

- Project Design Completion 1<sup>st</sup> Quarter 2021
- Design Review and Permitting 3<sup>rd</sup> Quarter 2021
- Bidding and Contract Award November 2021
- Complete Construction 4<sup>th</sup> Quarter 2022

Exhibit G

Estimated 800,000 gallon EST Project Budget

**THE STATE OF TEXAS  
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

20056036 AMENDMENT  
12/07/2020 03:17:02 PM Total Fees: \$258.25

Elaine H. Cárdenas, MBA, PhD, County Clerk  
Hays County, Texas



**PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS  
UNDER BLANCO RIVER RANCH (Phase One Residential Area)  
DE-ANNEXATION AND DEVELOPMENT AGREEMENT**

This Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (this “Assignment”) is by and between **HMBRR LP**, a Texas limited partnership (“Assignor”), and **HMBRR Development, Inc.**, a Texas corporation (“Assignee”) as follows.

RECITALS

WHEREAS, the City of Kyle (the “City”) and Blanco River Ranch Properties, LP, a Texas limited partnership (“BRRP”), entered into the Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective May 16, 2017 and recorded as Document No. 17018505, Official Public Records of Hays County, Texas (the “Original Development Agreement”) with respect to 858.7 acres in Hays County, Texas more fully described in the Original Development Agreement (the “Property”); and

WHEREAS, by Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective September 20, 2017, and recorded under Document No. 17034183, Official Public Records of Hays County, Texas (the “BRRP Assignment”), BRRP assigned its rights under the Original Development Agreement as follows: (i) to Assignee, as to 61.49 acres of the Property more particularly described in the BRRP Assignment (“Tract 1”), (ii) to Assignor, as to 188.51 acres of the Property more particularly described in the BRRP Assignment (“Tract 2”) and (iii) to HMBRR LP #2, a Texas limited partnership (“LP #2”), as to 608.7 acres of the Property more particularly described in the BRRP Assignment (“Tract 3”); Assignor, Assignee and LP #2 may be referred to collectively as the “HM Entities”; and

WHEREAS, the City and the HM Entities modified the Original Development Agreement by First Amendment to Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (the “First Amendment”) dated effective October 6, 2020, and recorded under Document No. 20056036, Official Public Records of Hays County, Texas, and the term “Development Agreement” as used herein, refers to the Original Development Agreement as modified by the First Amendment; and

WHEREAS, Assignee is under common control with Hanna/Magee LP #1, a Texas limited partnership (“Hanna/Magee”), and Section 12.05(b) of the Original Development Agreement, as modified by the First Amendment, provides that, without the consent of City, any of the HM Entities may assign their rights and obligations under the Development Agreement to any entity controlling, controlled by or under common control with Hanna/Magee; and

WHEREAS, Assignor sold and conveyed to Assignee all of Tract 2 through two (2) separate transactions and now wishes to assign to Assignee Assignor’s rights and obligations under the Development Agreement (being all rights and obligations as to Tract 2).

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. The Recitals set out above are true and correct and are incorporated into this Assignment for all purposes.
2. Assignor assigns all its rights and obligations under the Development Agreement (being all rights and obligations as to Tract 2) to Assignee.
3. Assignee accepts the assignment of Assignor's rights and obligations under the Development Agreement as to Tract 2.
4. Hanna/Magee is executing this Assignment for the sole purpose of confirming that Assignee is under common control with Hanna/Magee.
5. To facilitate execution, this instrument may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a copy of a signature transmitted by facsimile or e-mail (e.g., .pdf or Adobe) will be deemed to be an original signature for all purposes. It is not necessary to confirm the copy transmitted by facsimile or e-mail (e.g., .pdf or Adobe) by delivery of the original. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

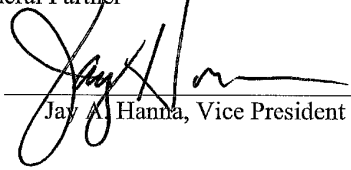
This Assignment shall be effective from and after the date executed by all parties and recorded in the Official Records of Hays County, Texas.

(Signature Pages Follow)

**Assignor:**

**HMBRR LP**, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,  
General Partner

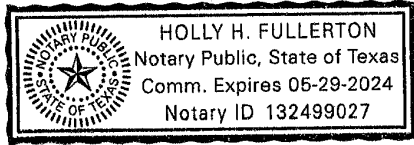
By:   
Jay A. Hanna, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30<sup>th</sup> day of Sept., 2021 by Jay A. Hanna, Vice President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of **HMBRR LP**, a Texas limited partnership, on behalf of said corporation and limited partnership.

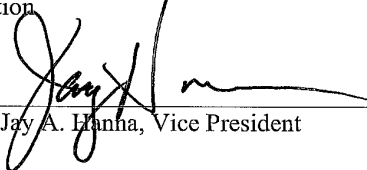
(SEAL)



  
Notary Public Signature

**Assignee:**

**HMBRR DEVELOPMENT, INC.**, a Texas corporation

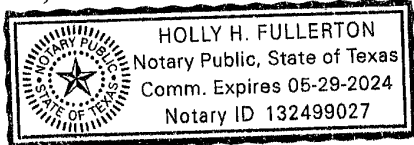
By:   
Jay A. Hanna, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30<sup>th</sup> day of Sept., 2021 by Jay A. Hanna, as Vice President of **HMBRR DEVELOPMENT, INC.**, a Texas corporation, on behalf of said corporation.

(SEAL)

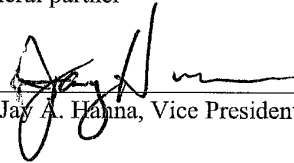


  
Notary Public Signature

Hanna/Magee has executed this Assignment for the sole purpose of confirming the representation contained in Paragraph 4.

**HANNA/MAGEE L.P. #1**, a Texas limited partnership

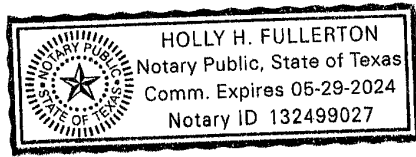
By: Hanna/Magee GP #1, Inc., a Texas corporation,  
its general partner

By:   
Jay A. Hanna, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30<sup>th</sup> day of Sept, 2021 by Jay A. Hanna, as Vice President of Hanna/Magee GP #1, Inc., a Texas corporation that is General Partner of **HANNA/MAGEE LP #1**, a Texas limited partnership, on behalf of said corporation and limited partnership.



  
\_\_\_\_\_

**THE STATE OF TEXAS  
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

21054961 ASSIGNMENT  
10/05/2021 02:16:03 PM Total Fees: \$38.75

Elaine H. Cárdenas, MBA, PhD, County Clerk  
Hays County, Texas



**PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS  
UNDER BLANCO RIVER RANCH (Phase One Residential Area)  
DE-ANNEXATION AND DEVELOPMENT AGREEMENT**

This Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (this “Assignment”) is by and between **HMBRR LP #2**, a Texas limited partnership (“Assignor”), and **HM 6 Creeks Development, Inc.**, a Texas corporation (“Assignee”) as follows.

RECITALS

WHEREAS, the City of Kyle (the “City”) and Blanco River Ranch Properties, LP, a Texas limited partnership (“BRRP”), entered into the Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective May 16, 2017 and recorded as Document No. 17018505, Official Public Records of Hays County, Texas (the “Original Development Agreement”) with respect to 858.7 acres in Hays County, Texas more fully described in the Original Development Agreement (the “Property”); and

WHEREAS, by Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective September 20, 2017, and recorded under Document No. 17034183, Official Public Records of Hays County, Texas (the “BRRP Assignment”), BRRP assigned its rights under the Original Development Agreement as follows: (i) to HMBRR Development, Inc., a Texas corporation (“HMBRR Inc”), as to 61.49 acres of the Property more particularly described in the BRRP Assignment (“Tract 1”), (ii) to HMBRR LP, a Texas limited partnership (“HMBRR LP”), as to 188.51 acres of the Property more particularly described in the BRRP Assignment (“Tract 2”) and (iii) to Assignor, as to 608.7 acres of the Property more particularly described in the BRRP Assignment (“Tract 3”); HMBRR Inc, HMBRR LP and Assignor may be referred to collectively as the “HM Entities”; and

WHEREAS, the City and the HM Entities modified the Original Development Agreement by First Amendment to Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (the “First Amendment”) dated effective October 6, 2020, and recorded under Document No. 20056036, Official Public Records of Hays County, Texas, and the term “Development Agreement” as used herein, refers to the Original Development Agreement as modified by the First Amendment; and

WHEREAS, Assignee is under common control with Hanna/Magee LP #1, a Texas limited partnership (“Hanna/Magee”), and Section 12.05(b) of the Original Development Agreement, as modified by the First Amendment, provides that, without the consent of City, any of the HM Entities may assign their rights and obligations under the Development Agreement to any entity controlling, controlled by or under common control with Hanna/Magee; and

WHEREAS, on or about September 23, 2020 (the “Effective Date”), Assignor sold and conveyed to Assignee 249.05 acres, more or less, out of Tract 3, which is more particularly described on Exhibit A attached to this Assignment (the “249.05 Acres”), and wishes to assign to Assignee Assignor’s rights and obligations under the Development Agreement as to the 249.05 Acres (but not as to the balance of Tract 3) as of the Effective Date, as more particularly described below.

{W1081793.2}

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. The Recitals set out above are true and correct and are incorporated into this Assignment for all purposes.
2. Assignor assigns all its rights and obligations under the Development Agreement *as to the 249.05 Acre Tract only* to Assignee. Assignor retains all rights and obligations under the Development Agreement as to the remainder of Tract 3.
3. Assignee accepts the assignment of Assignor's rights and obligations under the Development Agreement as to the 249.05 Acre Tract only.
4. Hanna/Magee is executing this Assignment for the sole purpose of confirming that Assignee is under common control with Hanna/Magee.
5. To facilitate execution, this instrument may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a copy of a signature transmitted by facsimile or e-mail (e.g., .pdf or Adobe) will be deemed to be an original signature for all purposes. It is not necessary to confirm the copy transmitted by facsimile or e-mail (e.g., .pdf or Adobe) by delivery of the original. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

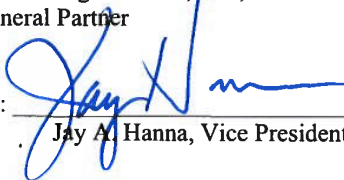
This Assignment shall be effective from and after the Effective Date.

(Signature Pages Follow)

**Assignor:**

**HMBRR LP #2**, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,  
General Partner

By:   
Jay A. Hanna, Vice President

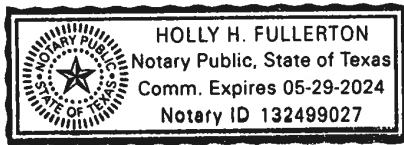
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30<sup>th</sup> day of Sept, 2021 by Jay A. Hanna, Vice President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of **HMBRR LP #2**, a Texas limited partnership, on behalf of said corporation and limited partnership.

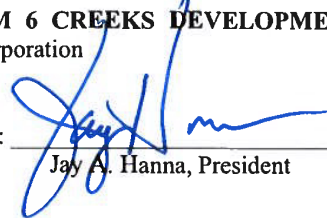
(SEAL)

  
Notary Public Signature



**Assignee:**

**HM 6 CREEKS DEVELOPMENT, INC.**, a Texas corporation

By:   
Jay A. Hanna, President

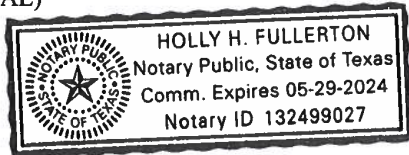
STATE OF TEXAS §

COUNTY OF TRAVIS §

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(SEAL)

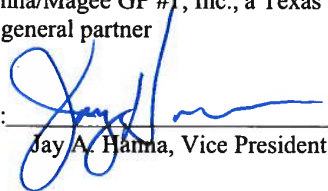
  
Notary Public Signature



Hanna/Magee has executed this Assignment for the sole purpose of confirming the representation contained in Paragraph 4.

**HANNA/MAGEE L.P. #1**, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,  
its general partner

By:   
Jay A. Hanna, Vice President

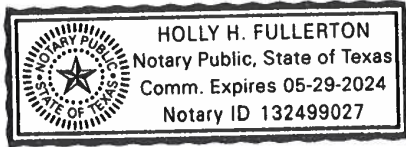
STATE OF TEXAS §

COUNTY OF TRAVIS §

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Notary Public Signature

(SEAL)



**EXHIBIT A**

County: Hays  
Project: 6-Creeks  
Job No.: A201302  
MB No.: 20-019

**FIELD NOTES FOR 249.051 ACRES**

Being a 249.051 acre tract of land located in the Samuel Pharass 1/4 League, Survey Number 14, Abstract Number 360 in Hays County, Texas. Said 249.051 acre tract being a portion of a called 608.70 acre tract of land recorded in the name of HMBRR, LP #2 in Document Number 17034180 of the Official Records of Hays County Texas (O.R.H.C.), said 249.051 acre tract of land being more particularly described by metes and bound as follows: *(Bearings are based on the Texas State Plane Coordinate System, South Central Zone).*

Beginning at capped iron rod found stamped "AST" for the most westerly corner of said 608.70 acre tract, said iron rod being the most southerly corner of Waterridge 150 District, Section 2, a subdivision as recorded in Document Number 19038655, O.P.R.H.C., said iron rod also being on the northerly line Waterridge Boulevard, a subdivision as recorded in Document Number 19038635, O.P.R.H.C.;

Thence, with the common line between said 608.70 acre tract and said Waterridge 150 subdivision, North 26 degrees 31 minutes 11 seconds East, passing at a distance of 554.24 the southeasterly corner of said Waterridge subdivision, being the most southerly corner of the remainder portion of a called 1971.29 acre tract of land recorded in the name of Blanco River Ranch, LP in Volume 5230 Page 583 of the Hays County Deed Records (H.C.D.R.), in all, a distance of 563.37 feet to a calculated point;

Thence, with the common line between said 608.70 acre tract and said 1971.29 acre remainder tract, the following four (4) courses and distances;

1. North 46 degrees 09 minutes 29 seconds East, a distance of 1179.39 feet to a calculated point;
2. North 28 degrees 22 minutes 57 seconds East, a distance of 708.36 feet to a calculated point;
3. North 44 degrees 16 minutes 34 seconds East, a distance of 582.28 feet to a calculated point;
4. 297.90 feet along the arc of a curve to the right, said curve having a central angle of 14 degrees 24 minutes 28 seconds, a radius of 1184.66 feet, and a chord that bears North 77 degrees 54 minutes 54 seconds East, a distance of 297.12 feet to a 1/2-inch iron rod found for the southeasterly corner of said 1971.29 acre remainder tract;

Thence, through and across said 608.70 acre tract and following the line established by a 250 acre survey dated 8-10-2020, the following fourteen (14) courses and distances;

1. 386.58 feet along the arc of a curve to the right, said curve having a central angle of 18 degrees 41 minutes 48 seconds, a radius of 1184.66 feet, and a chord that bears South 85 degrees 31 minutes 58 seconds East, a distance of 384.86 feet to a capped iron rod stamped "Atwell" found;
2. North 14 degrees 03 minutes 25 seconds East, a distance of 154.34 feet to a capped iron rod stamped "Atwell" found;
3. North 89 degrees 56 minutes 01 seconds East, a distance of 226.42 feet to a capped iron rod stamped "Atwell" found;

4. North 49 degrees 02 minutes 03 seconds East, a distance of 179.70 feet to a capped iron rod stamped "Atwell" found;
5. North 61 degrees 58 minutes 58 seconds East, a distance of 296.99 feet to a capped iron rod stamped "Atwell" found;
6. North 75 degrees 28 minutes 29 seconds East, a distance of 257.09 feet to a capped iron rod stamped "Atwell" found;
7. South 85 degrees 30 minutes 10 seconds East, a distance of 318.98 feet to a capped iron rod stamped "Atwell" found;
8. North 70 degrees 45 minutes 09 seconds East, a distance of 214.03 feet to a capped iron rod stamped "Atwell" found;
9. North 47 degrees 16 minutes 33 seconds East, a distance of 360.88 feet to a capped iron rod stamped "Atwell" found;
10. North 85 degrees 14 minutes 12 seconds East, a distance of 340.49 feet to a capped iron rod stamped "Atwell" found;
11. South 89 degrees 12 minutes 08 seconds East, a distance of 118.79 feet to a capped iron rod stamped "Atwell" found;
12. 483.09 feet along the arc of a curve to the left, said curve having a central angle of 14 degrees 14 minutes 46 seconds, a radius of 1942.92 feet, and a chord that bears South 06 degrees 19 minutes 30 seconds East, a distance of 481.84 feet to a capped iron rod stamped "Atwell" found;
13. South 13 degrees 23 minutes 08 seconds East, a distance of 751.43 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
14. South 76 degrees 44 minutes 31 seconds West, passing at a distance of a distance of 1.68 feet a northeasterly corner of 6 Creeks Boulevard Phase I, Section 2 (Right-of-Way Only), a subdivision as recorded in Document Number 19019778, O.P.R.H.C., in all a total distance of 115.68 feet to a 1/2-inch iron rod found for a northwesterly corner of said 6 Creeks Boulevard Subdivision;

Thence, with the common line between said 608.70 acre tract and said 6 Creeks Boulevard Subdivision, the following four (4) courses and distances;

1. South 13 degrees 18 minutes 02 seconds East, a distance of 26.84 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
2. 116.85 feet along the arc of a curve to the right, said curve having a central angle of 92 degrees 59 minutes 02 seconds, a radius of 72.00 feet, and a chord that bears South 33 degrees 11 minutes 23 seconds West, a distance of 104.44 feet to a cotton spindle found;
3. South 80 degrees 21 minutes 31 seconds West, a distance of 34.11 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;

4. South 08 degrees 51 minutes 19 seconds East, passing at a distance of 120.00 feet, a 1/2-inch iron rod found for the southwesterly corner of said 6 Creeks Boulevard Subdivision, in all, a distance of 123.28 feet to a 5/8-inch iron rod set with cap stamped GBI Partners on the southerly line of said 608.70 acre tract, said iron rod being on the northerly line of 6 Creeks, Phase 1, Section 3, a subdivision as recorded in Document Number 19020754, O.P.R.H.C.;

Thence, with the common line between said 608.70 acre tract and said 6 Creeks, Phase 1, Section 3 Subdivision, 418.10 feet along the arc of a curve to the right, said curve having a central angle of 15 degrees 21 minutes 21 seconds, a radius of 1560.00 feet, and a chord that bears South 88 degrees 32 minutes 47 seconds West, a distance of 416.85 feet to a capped iron rod found stamped "AST" for an angle point on the southerly line of said 608.70 acre tract, said iron rod being an angle point in the northerly line of a called 153.0288 acre tract of land recorded in the name of HMBRR Development, Inc. in Document Number 200006092, O.P.R.H.C.

Thence, with the common line between said 608.70 acre tract and said 153.0288 acre tract the following five (5) courses and distances;

1. South 39 degrees 17 minutes 57 seconds West, a distance of 243.43 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
2. South 48 degrees 47 minutes 14 seconds West, a distance of 226.76 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
3. South 51 degrees 36 minutes 39 seconds West, a distance of 699.50 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
4. South 13 degrees 00 minutes 14 seconds West, a distance of 359.30 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
5. South 12 degrees 59 minutes 48 seconds West, a distance of 728.51 feet to capped iron rod stamped "Kent McMillian" for an angle point on the southerly line of said 608.70 acre tract, also being an angle point on the westerly line of said 153.0288 acre tract, said iron rod also being the most northerly corner of a called 311.56 acre tract of land recorded in the names of Robert Scott and Lanah Nance in Document Number 18006670, O.P.R.H.C.;

Thence, with the common line between said 608.70 acre tract and said 311.56 acre tract South 44 degrees 00 minutes 02 seconds West, a distance of 1916.25 feet to a capped iron rod found for the most southerly corner of said 608.70 acre tract, said iron rod being the most easterly corner of aforesaid Waterridge Boulevard Subdivision;

Thence, with the common line between said 608.70 acre tract and said Waterridge Boulevard Subdivision the following eight (8) courses and distances;

1. North 65 degrees 08 minutes 51 seconds West, a distance of 49.49 feet to a 1/2-Inch iron rod found;
2. 381.25 feet along the arc of a curve to the right, said curve having a central angle of 23 degrees 36 minutes 54 seconds, a radius of 925.00 feet, and a chord that bears North 53 degrees 30 minutes 43 seconds West, a distance of 378.55 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
3. North 41 degrees 42 minutes 16 seconds West, a distance of 336.00 feet to a capped iron rod found stamped "AST";

4. 151.93 feet along the arc of a curve to the left, said curve having a central angle of 07 degrees 54 minutes 48 seconds, a radius of 1100.00 feet, and a chord that bears North 45 degrees 39 minutes 41 seconds West, a distance of 151.80 feet to a capped iron rod found stamped "AST";
5. North 49 degrees 37 minutes 05 seconds West, a distance of 572.43 feet to a capped iron rod found stamped "Atwell";
6. 75.01 feet along the arc of a curve to the left, said curve having a central angle of 03 degrees 59 minutes 53 seconds, a radius of 1075.00 feet, and a chord that bears North 51 degrees 37 minutes 01 seconds West, a distance of 75.00 feet to a capped iron rod found stamped "Atwell";
7. North 53 degrees 36 minutes 58 seconds West, a distance of 749.01 feet to a capped iron rod found stamped "AST";
8. 93.33 feet along the arc of a curve to the left, said curve having a central angle of 05 degrees 13 minutes 01 seconds, a radius of 1025.00 feet, and a chord that bears North 56 degrees 13 minutes 28 seconds West, a distance of 93.30 feet to the Point of Beginning and containing 249.051 acres of land.

GBI Partners, LP  
TBPLS Firm No. 10194150  
Ph: 512-296-2675  
September 4, 2020



**PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS  
UNDER BLANCO RIVER RANCH (Phase One Residential Area)  
DE-ANNEXATION AND DEVELOPMENT AGREEMENT**

This Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (this “**Assignment**”) is by and between **HMBRR LP #2**, a Texas limited partnership (“**Assignor**”), and **HM 6 Creeks Development, Inc.**, a Texas corporation (“**Assignee**”) as follows.

RECITALS

WHEREAS, the City of Kyle (the “**City**”) and Blanco River Ranch Properties, LP, a Texas limited partnership (“**BRRP**”), entered into the Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective May 16, 2017 and recorded as Document No. 17018505, Official Public Records of Hays County, Texas (the “**Original Development Agreement**”) with respect to 858.7 acres in Hays County, Texas more fully described in the Original Development Agreement (the “**Property**”); and

WHEREAS, by Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective September 20, 2017, and recorded under Document No. 17034183, Official Public Records of Hays County, Texas (the “**BRRP Assignment**”), BRRP assigned its rights under the Original Development Agreement as follows: (i) to HMBRR Development, Inc., a Texas corporation (“**HMBRR Inc**”), as to 61.49 acres of the Property more particularly described in the BRRP Assignment (“**Tract 1**”), (ii) to HMBRR LP, a Texas limited partnership (“**HMBRR LP**”), as to 188.51 acres of the Property more particularly described in the BRRP Assignment (“**Tract 2**”) and (iii) to Assignor, as to 608.7 acres of the Property more particularly described in the BRRP Assignment (“**Tract 3**”); HMBRR Inc, HMBRR LP and Assignor may be referred to collectively as the “**HM Entities**”; and

WHEREAS, the City and the HM Entities modified the Original Development Agreement by First Amendment to Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (the “**First Amendment**”) dated effective October 6, 2020, and recorded under Document No. 20056036, Official Public Records of Hays County, Texas, and the term “**Development Agreement**” as used herein, refers to the Original Development Agreement as modified by the First Amendment; and

WHEREAS, Assignee is under common control with Hanna/Magee LP #1, a Texas limited partnership (“**Hanna/Magee**”), and Section 12.05(b) of the Original Development Agreement, as modified by the First Amendment, provides that, without the consent of City, any of the HM Entities may assign their rights and obligations under the Development Agreement to any entity controlling, controlled by or under common control with Hanna/Magee; and

WHEREAS, on or about September 23, 2020, Assignor sold and conveyed to Assignee 249.05 acres, more or less, out of Tract 3 (the “**249.05 Acres**”), and assigned to Assignee Assignor’s rights and obligations under the Development Agreement as to the 249.05 acres by Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement recorded under Document No. 21054962, Official Public Records of Hays County, Texas; and

WHEREAS, on or about December 15, 2021 (the “**Effective Date**”), Assignor sold and conveyed to Assignee 2 tracts of land out of Tract 3, consisting of (i) 93.991 acres, more or less, in Hays County,

Texas, more particularly described by metes and bounds on **Exhibit A** attached hereto, and (ii) 5.964 acres, more or less, in Hays County, Texas, more particularly described by metes and bounds on **Exhibit B** attached hereto (said 2 tracts of land, the “**99.955 Acres**”), and wishes to assign to Assignee Assignor’s rights and obligations under the Development Agreement as to the 99.955 Acres (but not as to the balance of Tract 3) as of the Effective Date, as more particularly described below.

#### AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. The Recitals set out above are true and correct and are incorporated into this Assignment for all purposes.
2. Assignor assigns all its rights and obligations under the Development Agreement *as to the 99.955 Acre Tract only* to Assignee. Assignor retains all rights and obligations under the Development Agreement as to all of Tract 3 except the 249.05 Acres and the 99.955 Acres.
3. Assignee accepts the assignment of Assignor’s rights and obligations under the Development Agreement as to the 99.955 Acre Tract only.
4. Hanna/Magee is executing this Assignment for the sole purpose of confirming that Assignee is under common control with Hanna/Magee.
5. To facilitate execution, this instrument may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a copy of a signature transmitted by facsimile or e-mail (e.g., .pdf or Adobe) will be deemed to be an original signature for all purposes. It is not necessary to confirm the copy transmitted by facsimile or e-mail (e.g., .pdf or Adobe) by delivery of the original. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

This Assignment shall be effective from and after the Effective Date.

(Signature Pages Follow)

**Assignor:**

**HMBRR LP #2**, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,  
General Partner

By: Jay A. Hanna  
Jay A. Hanna, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15 day of December, 2021 by Jay A. Hanna, Vice President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of **HMBRR LP #2**, a Texas limited partnership, on behalf of said corporation and limited partnership.

(SEAL)



Corina R. Hinojos  
Notary Public Signature

**Assignee:**

**HM 6 CREEKS DEVELOPMENT, INC.**, a Texas corporation

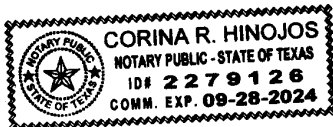
By: Jay A. Hanna  
Jay A. Hanna, President

STATE OF TEXAS §

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(SEAL)

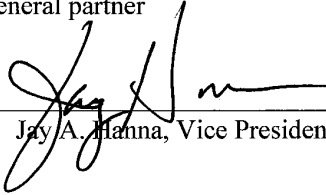


Corina R. Hinojos  
Notary Public Signature

Hanna/Magee has executed this Assignment for the sole purpose of confirming the representation contained in Paragraph 4.

**HANNA/MAGEE L.P. #1**, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,  
its general partner

By:   
Jay A. Hanna, Vice President

STATE OF TEXAS §

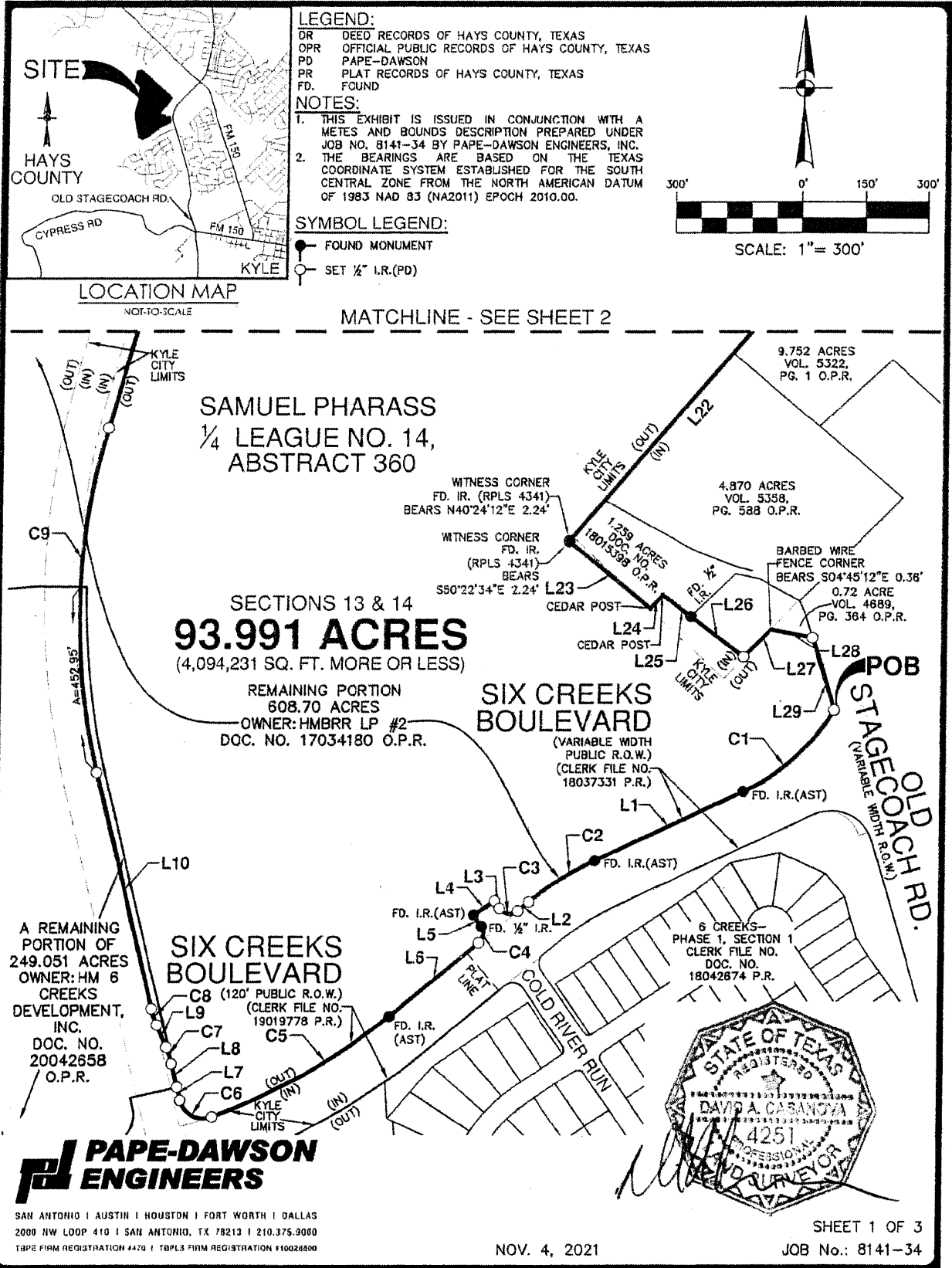
COUNTY OF TRAVIS §

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Notary Public Signature

(SEAL)





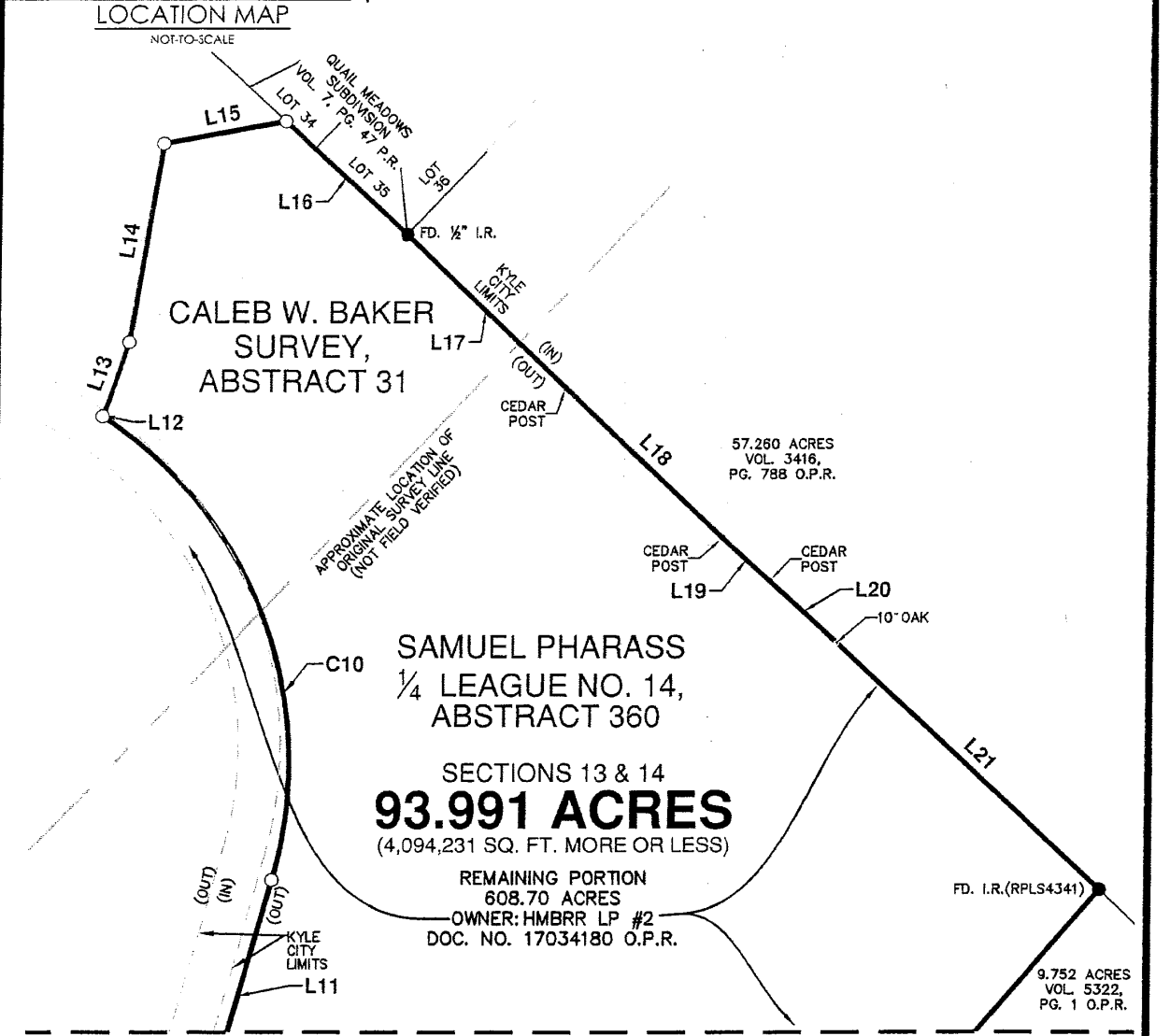
**LOCATION MAP**  
NOT-TO-SCALE

**LEGEND:**  
DR DEED RECORDS OF HAYS COUNTY, TEXAS  
OPR OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS  
PD PAPE-DAWSON  
PR PLAT RECORDS OF HAYS COUNTY, TEXAS  
FD. FOUND

**NOTES:**  
1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 8141-34 BY PAPE-DAWSON ENGINEERS, INC.  
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

**SYMBOL LEGEND:**  
● FOUND MONUMENT  
○ SET 1/2" I.R.(PD)

SCALE: 1" = 300'



**PAPE-DAWSON ENGINEERS**

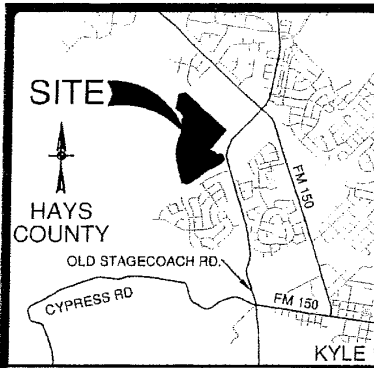
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
TBPE FIRM REGISTRATION #170 | TBPLS FIRM REGISTRATION #10028800

MATCHLINE - SEE SHEET 1

NOV. 4, 2021

SHEET 2 OF 3  
JOB No.: 8141-34

Date: Nov 03, 2021, 4:18pm User: BZ: Jeung  
 File: H:\Projects\2021\8141-34\SECTION 13 AND 14.dwg



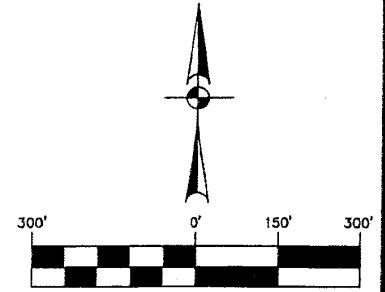
LOCATION MAP  
NOT-TO-SCALE

**LEGEND:**

- DR DEED RECORDS OF HAYS COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- PD PAPE-DAWSON
- PR PLAT RECORDS OF HAYS COUNTY, TEXAS
- FD. FOUND

**NOTES:**

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 8141-34 BY PAPE-DAWSON ENGINEERS, INC.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



SCALE: 1" = 300'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	480.00'	35°08'55"	S47°04'30"W	289.87'	294.46'
C2	735.00'	14°30'01"	S57°23'57"W	185.52'	186.01'
C3	30.00'	95°40'18"	N82°00'55"W	44.47'	50.09'
C4	30.00'	84°19'42"	S07°59'05"W	40.28'	44.15'
C5	1440.00'	19°24'42"	S59°51'17"W	485.54'	487.87'
C6	57.00'	97°08'19"	N61°52'12"W	85.47'	96.64'
C7	250.00'	9°33'23"	N18°04'44"W	41.65'	41.70'
C8	250.00'	9°33'23"	N18°04'44"W	41.65'	41.70'
C9	1660.00'	29°04'49"	N01°14'22"E	833.51'	842.53'
C10	835.00'	71°53'15"	N20°09'51"W	980.28'	1047.65'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S64°38'57"W	388.58'
L2	S50°08'56"W	33.57'
L3	N34°10'46"W	21.39'
L4	S55°49'14"W	60.00'
L5	S34°10'46"E	33.31'
L6	S50°08'56"W	278.00'
L7	N13°18'02"W	32.89'
L8	N13°53'54"W	59.24'
L9	N22°51'25"W	57.79'
L10	N13°18'02"W	586.83'
L11	N15°46'46"E	546.29'
L12	N33°53'31"E	3.63'
L13	N18°43'01"E	151.17'
L14	N09°00'46"E	399.71'
L15	N79°21'50"E	241.28'

LINE TABLE		
LINE	BEARING	LENGTH
L16	S46°58'08"E	328.73'
L17	S45°43'42"E	436.10'
L18	S46°12'19"E	430.60'
L19	S47°15'38"E	126.22'
L20	S47°06'29"E	179.60'
L21	S46°30'08"E	711.43'
L22	S40°24'12"W	1023.81'
L23	S50°22'34"E	256.13'
L24	N40°11'13"E	43.39'
L25	S52°36'14"E	85.70'
L26	S51°46'44"E	159.05'
L27	N43°45'16"E	92.40'
L28	S78°19'50"E	101.35'
L29	S16°18'42"E	182.48'

Date: Nov 04, 2021, 4:17pm User: dr\_dawson  
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SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
 2000 HW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
 TBPE FIRM REGISTRATION #170 | TBPLS FIRM REGISTRATION #10028800

NOV. 4, 2021

SHEET 3 OF 3  
 JOB No.: 8141-34

METES AND BOUNDS DESCRIPTION  
FOR  
SECTIONS 13 & 14

A 93.991 acre, or 4,094,231 square feet more or less, tract of land comprised of a portion of the 608.70 acre tract described in instrument to HMBRR LP #2 recorded in Document No. 17034180 in the Official Public Records of Hays County, Texas, and the 249.051 acre tract described in instrument to HM 6 Creeks Development, Inc. recorded in Document No. 20042658 in said Official Public Records, in the Samuel Pharass  $\frac{1}{4}$  League No. 14, Abstract 360 and the Caleb W. Baker Survey, Abstract 31, partially in the City of Kyle, Hays County, Texas. Said 93.991 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

**BEGINNING:** At a set  $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson", at the intersection of the west right-of-way line of Old Stagecoach Road, a variable width public right-of-way and Six Creek Boulevard, a variable width public right-of-way dedicated in Clerk File No. 18037331 in the Plat Records of Hays County, at an angle corner of said 608.70 acre tract;

**THENCE:** Along and with the north right-of-way line of said Six Creeks Boulevard, the following bearings and distances:

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 480.00 feet, a central angle of  $35^{\circ}08'55''$ , a chord bearing and distance of  $S 47^{\circ}04'30'' W$ , 289.87 feet, for an arc length of 294.46 feet to a found iron rod with cap marked "AST";

$S 64^{\circ}38'57'' W$ , a distance of 388.58 feet to a found iron rod with cap marked "AST";

Southwesterly, along a tangent curve to the left, said curve having a radius of 735.00 feet, a central angle of  $14^{\circ}30'01''$ , a chord bearing and distance of  $S 57^{\circ}23'57'' W$ , 185.52 feet, for an arc length of 186.01 feet to a set  $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$S 50^{\circ}08'56'' W$ , a distance of 33.57 feet to a set  $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the right, said curve having a radius of 30.00 feet, a central angle of  $95^{\circ}40'18''$ , a chord bearing and distance of  $N 82^{\circ}00'55'' W$ , 44.47 feet, for an arc length of 50.09 feet to a set  $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

N 34°10'46" W, a distance of 21.39 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 55°49'14" W, a distance of 60.00 feet to a found iron rod with cap marked "AST";

S 34°10'46" E, a distance of 33.31 feet to a found ½" iron rod;

Southwesterly, along a tangent curve to the right, said curve having a radius of 30.00 feet, a central angle of 84°19'42", a chord bearing and distance of S 07°59'05" W, 40.28 feet, for an arc length of 44.15 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: S 50°08'56" W, continuing along and with the north right-of-way line of said Six Creeks Boulevard and the north right-of-way line of Six Creeks Boulevard dedicated in Clerk File No. 19019778 in said Plat Records, a distance of 278.00 feet to a found iron rod with cap marked "AST";

THENCE: Continuing along and with the north right-of-way line of said Six Creeks Boulevard (19019778), the following bearings and distances:

Southwesterly, along a tangent curve to the right, said curve having a radius of 1440.00 feet, a central angle of 19°24'42", a chord bearing and distance of S 59°51'17" W, 485.54 feet, for an arc length of 487.87 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a compound curve to the right, said curve having a radius of 57.00 feet, a central angle of 97°08'19", a chord bearing and distance of N 61°52'12" W, 85.47 feet, for an arc length of 96.64 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 13°18'02" W, a distance of 32.89 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on a south line of said 249.051 acre tract;

THENCE: Over and across said 249.051 acre tract, the following bearings and distances:

N 13°53'54" W, a distance of 59.24 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 250.00 feet, a central angle of 09°33'23", a chord bearing and distance of N 18°04'44" W, 41.65 feet, for an arc length of 41.70 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 22°51'25" W, a distance of 57.79 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the right, said curve having a radius of 250.00 feet, a central angle of 09°33'23", a chord bearing and distance of N 18°04'44" W, 41.65 feet, for an arc length of 41.70 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 13°18'02" W, a distance of 586.83 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, along a tangent curve to the right, said curve having a radius of 1660.00 feet, a central angle of 29°04'49", a chord bearing and distance of N 01°14'22" E, 833.51 feet, at an arc length of 452.95 feet passing a north line of said 249.051 acre tract, continuing over and across said 608.70 acre tract, a total arc length of 842.53 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Continuing over and across said 608.70 acre tract, the following bearings and distances:

N 15°46'46" E, a distance of 546.29 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the left, said curve having a radius of 835.00 feet, a central angle of 71°53'15", a chord bearing and distance of N 20°09'51" W, 980.28 feet, for an arc length of 1047.65 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 33°53'31" E, a distance of 3.63 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 18°43'01" E, a distance of 151.17 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 09°00'46" E, a distance of 399.71 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 79°21'50" E, a distance of 241.28 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on a northeast line of said 608.70 acre tract and the southwest line of Lot 34, Quail Meadows Subdivision recorded in Volume 7, Page 47 in said Plat Records;

- THENCE: S 46°58'08" E, along and with a northeast line of said 608.70 acre tract and a southwest line of said Quail Meadows Subdivision, a distance of 328.73 feet to a found ½" iron rod, at the south corner of Lot 35 and Lot 36 of said Quail Meadows Subdivision and the west corner of the 57.260 acre tract described in Volume 3416, Page 788 in said Official Public Records;
- THENCE: Along and with a northeast line of said 608.70 acre tract and the southwest line of said 57.260 acre tract, the following bearings and distances:
- S 45°43'42" E, a distance of 436.10 feet to a cedar post;
- S 46°12'19" E, a distance of 430.60 feet to a cedar post;
- S 47°15'38" E, a distance of 126.22 feet to a cedar post;
- S 47°06'29" E, a distance of 179.60 feet to a 10" live oak;
- S 46°30'08" E, a distance of 711.43 feet to a found iron rod with cap marked "RPLS 4341", at the easternmost corner of said 608.70 acre tract, an angle corner of said 57.260 acre tract and the north corner of the 9.752 acre tract described in Volume 5322, Page 1 in said Official Public Records;
- THENCE: S 40°24'12" W, along and with a southeast line of said 608.70 acre tract, the northwest line of said 9.752 acre tract, the northwest corner of the 4.870 acre tract described in Volume 5358, Page 588 in said Official Public Records and the northwest line of the 1.259 acre tract described in Document No. 18015398 in said Official Public Records, a distance of 1023.81 feet to a point, at an angle corner of said 608.70 acre tract and the west corner of said 1.259 acre tract, from which a found iron rod with cap marked "RPLS 4341" described as a witness corner in said Document No. 18015398 bears N 40°24'12" E, a distance of 2.24 feet and a second found iron rod with cap marked "RPLS 4341" also described as a witness corner in said Document No. 18015398 bears S 50°22'34" E, a distance of 2.24 feet;
- THENCE: Along and with said 608.70 acre tract and said 1.259 acre tract, the following bearings and distances:
- S 50°22'34" E, a distance of 256.13 feet to a cedar post;
- N 40°11'13" E, a distance of 43.39 feet to a cedar post;

S 52°36'14" E, a distance of 85.70 feet to a found ½" iron rod, at an angle corner of said 608.70 acre tract, a south corner of said 1.259 acre tract and the west corner of the 0.72 acre tract described in Volume 4689, Page 364 in said Official Public Records;

THENCE: Along and with said 608.70 acre tract and said 0.72 acre tract, the following bearings and distances:

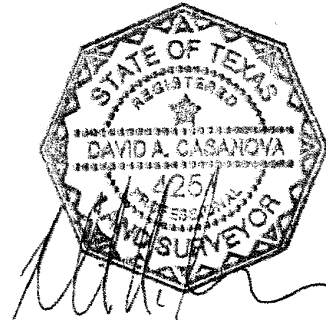
S 51°46'44" E, a distance of 159.05 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

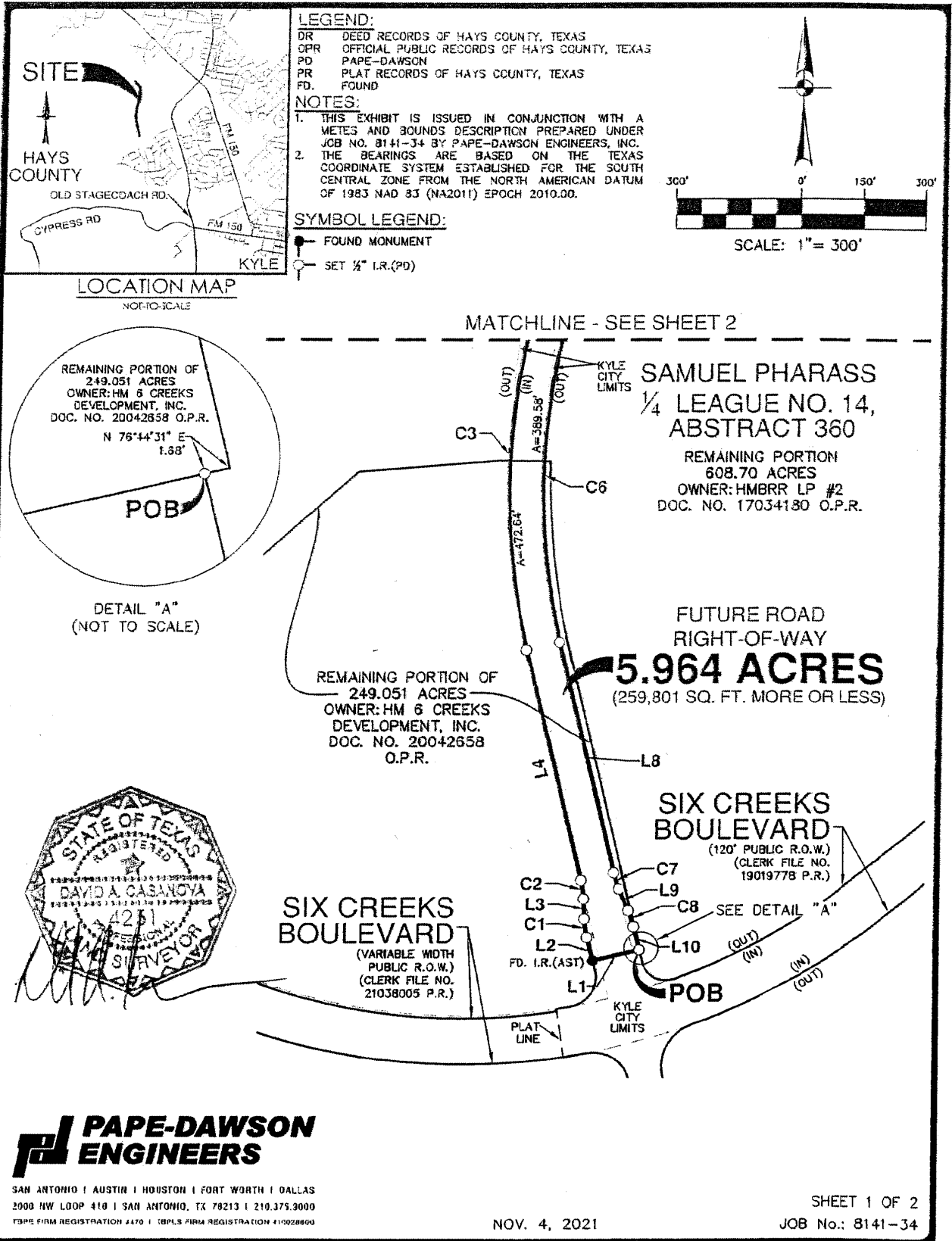
N 43°45'16" E, a distance of 92.40 feet to a point, from which a barbed wire fence corner bears S 04°45'12" E, a distance of 0.36 feet;

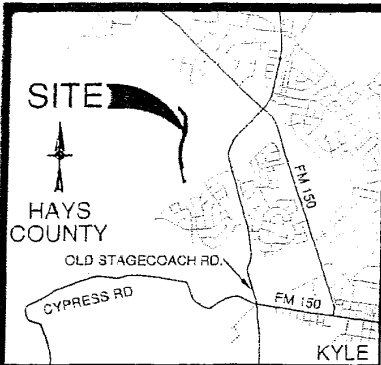
S 78°19'50" E, a distance of 101.35 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on the west right-of-way line of said Old Stagecoach Road, at an angle corner of said 608.70 acre tract and the south corner of said 0.72 acre tract;

THENCE: S 16°18'42" E, along and with the west right-of-way line of said Old Stagecoach Road and an east line of said 608.70 acre tract, a distance of 182.48 feet to the POINT OF BEGINNING and containing 93.991 acres partially in the City of Kyle, Hays County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 8141-34 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: November 4, 2021  
JOB NO. 8141-34  
DOC. ID. N:\CIVIL\8141-34\WORD\8141-34 FN 93.991 AC.docx







LOCATION MAP  
NOT-TO-SCALE

**LEGEND:**

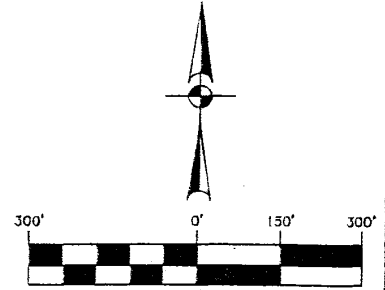
- DR DEED RECORDS OF HAYS COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- PD PAPE-DAWSON
- PR PLAT RECORDS OF HAYS COUNTY, TEXAS
- FD. FOUND

**NOTES:**

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 8141-34 BY PAPE-DAWSON ENGINEERS, INC.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

**SYMBOL LEGEND:**

- FOUND MONUMENT
- SET 1/2" I.R.(PD)



SCALE: 1" = 300'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S76°44'31"W	114.00'
L2	N13°53'54"W	59.16'
L3	N02°45'46"W	49.39'
L4	N13°18'02"W	586.83'
L5	N15°46'46"E	546.29'
L6	N33°53'31"E	80.00'
L7	S15°46'46"W	546.29'
L8	S13°18'02"E	586.83'
L9	S22°51'25"E	57.79'
L10	S13°53'54"E	59.24'

CALEB W. BAKER SURVEY, ABSTRACT 31

SAMUEL PHARASS 1/4 LEAGUE NO. 14, ABSTRACT 360

REMAINING PORTION  
608.70 ACRES  
OWNER: HMBRR LP #2  
DOC. NO. 17034180 O.P.R.

FUTURE ROAD RIGHT-OF-WAY

**5.964 ACRES**  
(259,801 SQ. FT. MORE OR LESS)

MATCHLINE - SEE SHEET 1

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	250.00'	10°32'17"	N08°01'54"W	45.92'	45.98'
C2	250.00'	10°32'17"	N08°01'54"W	45.92'	45.98'
C3	1740.00'	29°04'49"	N01°14'22"E	873.68'	883.13'
C4	755.00'	71°53'15"	N20°09'51"W	886.36'	947.28'
C5	835.00'	71°53'15"	S20°09'51"E	980.28'	1047.65'
C6	1660.00'	29°04'49"	S01°14'22"W	833.51'	842.53'
C7	250.00'	9°33'23"	S18°04'44"E	41.65'	41.70'
C8	250.00'	9°33'23"	S18°04'44"E	41.65'	41.70'

**PAPE-DAWSON ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
2000 HW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
TBPB FIRM REGISTRATION #470 | EBPB FIRM REGISTRATION #10929800

NOV. 4, 2021

SHEET 2 OF 2

JOB No.: 8141-34

Date: Nov 09, 2021, 4:28pm User: JD: dem...  
File: N:\DWG\8141-34\8141-34\_5.964\_AU\_1004.dwg

METES AND BOUNDS DESCRIPTION  
FOR A  
FUTURE ROAD RIGHT-OF-WAY

A 5.964 acre, or 259,801 square feet more or less, tract of land comprised of a portion of the 608.70 acre tract described in instrument to HMBRR LP #2 recorded in Document No. 17034180 in the Official Public Records of Hays County, Texas, and the 249.051 acre tract described in instrument to HM 6 Creeks Development, Inc. recorded in Document No. 20042658 in said Official Public Records, in the Samuel Pharass  $\frac{1}{4}$  League No. 14, Abstract 360 and the Caleb W. Baker Survey, Abstract 31, partially in the City of Kyle, Hays County, Texas. Said 5.964 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

**BEGINNING:** At a set  $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson" on a south line of said 249.051 acre tract and the north right-of-way line of Six Creeks Boulevard, a 120-foot public right-of-way dedicated in Document No. 19019778 in the Plat Records of Hays County, Texas, from which the easternmost corner of said 249.051 acre tract bears N 76°44'31" E, a distance of 1.68 feet;

**THENCE:** S 76°44'31" W, along and with the north right-of-way line of said Six Creeks Boulevard and a south line of said 249.051 acre tract, a distance of 114.00 feet to a set  $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

**THENCE:** Departing the north right-of-way line of said Six Creeks Boulevard, over and across said 249.051 acre tract, the following bearings and distances:

N 13°53'54" W, a distance of 59.16 feet to a set  $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 250.00 feet, a central angle of 10°32'17", a chord bearing and distance of N 08°01'54" W, 45.92 feet, for an arc length of 45.98 feet to a set  $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

N 02°45'46" W, a distance of 49.39 feet to a set  $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the left, said curve having a radius of 250.00 feet, a central angle of 10°32'17", a chord bearing and distance of N 08°01'54" W, 45.92 feet, for an arc length of 45.98 feet to a set  $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

N 13°18'02" W, a distance of 586.83 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, along a tangent curve to the right, said curve having a radius of 1740.00 feet, a central angle of 29°04'49", a chord bearing and distance of N 01°14'22" E, 873.68 feet, at an arc length of 472.64 feet passing a north line of said 249.051 acre tract, continuing over and across said 608.70 acre tract for a total arc length of 883.13 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Continuing over and across said 608.70 acre tract, the following bearings and distances:

N 15°46'46" E, a distance of 546.29 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the left, said curve having a radius of 755.00 feet, a central angle of 71°53'15", a chord bearing and distance of N 20°09'51" W, 886.36 feet, for an arc length of 947.28 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 33°53'31" E, a distance of 80.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 835.00 feet, a central angle of 71°53'15", a chord bearing and distance of S 20°09'51" E, 980.28 feet, for an arc length of 1047.65 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 15°46'46" W, a distance of 546.29 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southwesterly, along a tangent curve to the left, said curve having a radius of 1660.00 feet, a central angle of 29°04'49", a chord bearing and distance of S 01°14'22" W, 833.51 feet, at an arc length of 389.58 feet passing a north line of said 249.051 acre tract, continuing over and across said 249.051 acre tract for a total arc length of 842.53 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Continuing over and across said 249.051 acre tract, the following bearings and distances:

S 13°18'02" E, a distance of 586.83 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

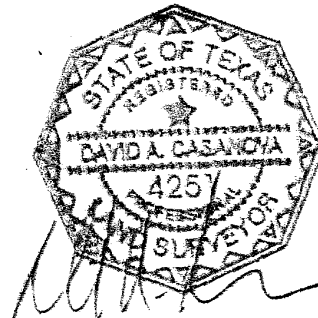
Southeasterly, along a tangent curve to the left, said curve having a radius of 250.00 feet, a central angle of  $09^{\circ}33'23''$ , a chord bearing and distance of  $S\ 18^{\circ}04'44''\ E$ , 41.65 feet, for an arc length of 41.70 feet to a set  $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$S\ 22^{\circ}51'25''\ E$ , a distance of 57.79 feet to a set  $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the right, said curve having a radius of 250.00 feet, a central angle of  $09^{\circ}33'23''$ , a chord bearing and distance of  $S\ 18^{\circ}04'44''\ E$ , 41.65 feet, for an arc length of 41.70 feet to a set  $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$S\ 13^{\circ}53'54''\ E$ , a distance of 59.24 feet to the POINT OF BEGINNING and containing 5.964 acres partially in the City of Kyle, Hays County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 8141-34 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: November 4, 2021  
JOB NO. 8141-34  
DOC. ID. N:\CIVIL\8141-34\WORD\8141-34 FN 5.964 AC.docx



11-GF# 202102039A JPB  
Return to: Heritage Title  
200 W 6<sup>th</sup> Street, Suite 1600  
Austin, TX 78701



**THE STATE OF TEXAS  
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

21068716 ASSIGNMENT  
12/16/2021 10:30:45 AM Total Fees: \$90.00

Elaine H. Cárdenas, MBA, PhD, County Clerk  
Hays County, Texas



**PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS  
UNDER BLANCO RIVER RANCH (Phase One Residential Area)  
DE-ANNEXATION AND DEVELOPMENT AGREEMENT**

This Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (this “**Assignment**”) is by and between **HMBRR LP #2**, a Texas limited partnership (“**Assignor**”), and **HM 6 Creeks Development, Inc.**, a Texas corporation (“**Assignee**”) as follows.

RECITALS

WHEREAS, the City of Kyle (the “**City**”) and Blanco River Ranch Properties, LP, a Texas limited partnership (“**BRRP**”), entered into the Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective May 16, 2017 and recorded as Document No. 17018505, Official Public Records of Hays County, Texas (the “**Original Development Agreement**”) with respect to 858.7 acres in Hays County, Texas more fully described in the Original Development Agreement (the “**Property**”); and

WHEREAS, by Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective September 20, 2017, and recorded under Document No. 17034183, Official Public Records of Hays County, Texas (the “**BRRP Assignment**”), BRRP assigned its rights under the Original Development Agreement as follows: (i) to HMBRR Development, Inc., a Texas corporation (“**HMBRR Inc**”), as to 61.49 acres of the Property more particularly described in the BRRP Assignment (“**Tract 1**”), (ii) to HMBRR LP, a Texas limited partnership (“**HMBRR LP**”), as to 188.51 acres of the Property more particularly described in the BRRP Assignment (“**Tract 2**”) and (iii) to Assignor, as to 608.7 acres of the Property more particularly described in the BRRP Assignment (“**Tract 3**”); HMBRR Inc, HMBRR LP and Assignor may be referred to collectively as the “**HM Entities**”; and

WHEREAS, the City and the HM Entities modified the Original Development Agreement by First Amendment to Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (the “**First Amendment**”) dated effective October 6, 2020, and recorded under Document No. 20056036, Official Public Records of Hays County, Texas, and the term “**Development Agreement**” as used herein, refers to the Original Development Agreement as modified by the First Amendment; and

WHEREAS, Assignee is under common control with Hanna/Magee LP #1, a Texas limited partnership (“**Hanna/Magee**”), and Section 12.05(b) of the Original Development Agreement, as modified by the First Amendment, provides that, without the consent of City, any of the HM Entities may assign their rights and obligations under the Development Agreement to any entity controlling, controlled by or under common control with Hanna/Magee; and

WHEREAS, on or about September 23, 2020, Assignor sold and conveyed to Assignee 249.05 acres, more or less, out of Tract 3 (the “**249.05 Acres**”), and assigned to Assignee Assignor’s rights and obligations under the Development Agreement as to the 249.05 acres by Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement recorded under Document No. 21054962, Official Public Records of Hays County, Texas; and

WHEREAS, on or about December 15, 2021, Assignor sold and conveyed to Assignee 2 tracts of land out of Tract 3, consisting of (i) 93.991 acres, more or less, in Hays County, Texas, and (ii) 5.964 acres,

more or less, in Hays County, Texas (said 2 tracts of land, the “**99.955 Acres**”), and assigned to Assignee Assignor’s rights and obligations under the Development Agreement as to the 99.955 Acres by Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement recorded under Document No. 21068716, Official Public Records of Hays County, Texas; and

WHEREAS, on or about September 20, 2022 (the “**Effective Date**”), Assignor sold and conveyed to Assignee all remaining portions of Tract 3, being more particularly described as follows:

Tract 1:

Being all of that certain tract or parcel of land consisting of 608.7 acres, more or less, situated in the Samuel Pharass Survey No. 14, Abstract No. 360 and the Caleb W. Baker Survey No. 78, Abstract No. 31, Hays County, Texas, being conveyed by deed recorded under Document No. 17034180 of the Official Public Records of Hays County, Texas, SAVE AND EXCEPT therefrom any portion thereof included within (i) 6 CREEKS BOULEVARD, PHASE 1, SECTION 1 (RIGHT OF WAY ONLY), a subdivision in Hays County, Texas, according to the map or plat thereof recorded under Document No. 18037331 of the Official Public Records of Hays County, Texas, (ii) 6 CREEKS BOULEVARD, PHASE 1, SECTION 2 (RIGHT OF WAY ONLY), a subdivision in Hays County, Texas, according to the map or plat thereof recorded under Document No. 19019778 of the Official Public Records of Hays County, Texas, (iii) 6 CREEKS BOULEVARD, PHASE 1, SECTION 3 (RIGHT OF WAY ONLY), a subdivision in Hays County, Texas, according to the map or plat thereof recorded under Document No. 21038005 of the Official Public Records of Hays County, Texas, (iv) 6 CREEKS-PHASE 1, SECTION 8A, a subdivision in Hays County, Texas, according to the map or plat thereof recorded under Document No. 21058478 of the Official Public Records of Hays County, Texas, (v) that called 249.051 acres, more or less, conveyed by deed recorded under Document No. 20042658 of the Official Public Records of Hays County, Texas, (vi) that called 93.881 acres, more or less, called Tract 1 and conveyed by deed recorded under Document No. 21068715 of the Official Public Records of Hays County, Texas, and (vii) that called 5.964 acres, more or less, called Tract 2 and conveyed by deed recorded under Document No. 21068715 of the Official Public Records of Hays County, Texas;

Tract 2:

Lot 115, Block A, 6 CREEKS-PHASE 1, SECTION 8A, a subdivision in Hays County, Texas, according to the map or plat thereof recorded under Document No. 21058478 of the Official Public Records of Hays County, Texas;

and Assignor wishes to assign to Assignee all of Assignor’s remaining rights and obligations under the Development Agreement as of the Effective Date, are more particularly described below.

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. The Recitals set out above are true and correct and are incorporated into this Assignment for all purposes.

2. Assignor assigns all its remaining rights and obligations under the Development Agreement to Assignee, so that Assignor retains no remaining rights and obligations under the Development Agreement.
3. Assignee accepts the assignment of Assignor's rights and obligations under the Development Agreement. Following this Assignment, Assignee (and not Assignor) will have all rights and obligations under the Development Agreement as to the entirety of Tract 3.
4. Hanna/Magee is executing this Assignment for the sole purpose of confirming that Assignee is under common control with Hanna/Magee.
5. To facilitate execution, this instrument may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a copy of a signature transmitted by facsimile or e-mail (e.g., .pdf or Adobe) will be deemed to be an original signature for all purposes. It is not necessary to confirm the copy transmitted by facsimile or e-mail (e.g., .pdf or Adobe) by delivery of the original. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

This Assignment shall be effective from and after the Effective Date.

(Signature Pages Follow)

**Assignor:**

**HMBRR LP #2**, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,  
General Partner

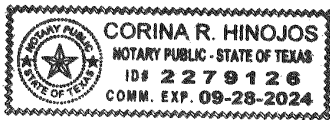
By: Jay A. Hanna  
Jay A. Hanna, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19 day of September, 2022 by Jay A. Hanna, Vice President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of **HMBRR LP #2**, a Texas limited partnership, on behalf of said corporation and limited partnership.

(SEAL)



Corina R Hinojos  
Notary Public Signature

**Assignee:**

**HM 6 CREEKS DEVELOPMENT, INC.**, a Texas corporation

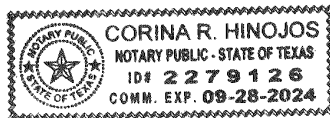
By: Jay A. Hanna  
Jay A. Hanna, President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19 day of September, 2022 by Jay A. Hanna, as President of **HM 6 CREEKS DEVELOPMENT, INC.**, a Texas corporation, on behalf of said corporation.

(SEAL)

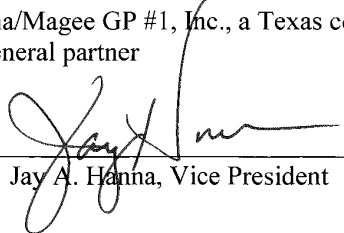


Corina R Hinojos  
Notary Public Signature

Hanna/Magee has executed this Assignment for the sole purpose of confirming the representation contained in Paragraph 4.

**HANNA/MAGEE L.P. #1**, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,  
its general partner

By:   
Jay A. Hanna, Vice President

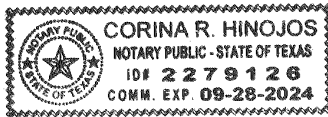
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19 day of September 2022 by Jay A. Hanna, as Vice President of Hanna/Magee GP #1, Inc., a Texas corporation that is General Partner of **HANNA/MAGEE LP #1**, a Texas limited partnership, on behalf of said corporation and limited partnership.

  
Notary Public Signature

(SEAL)



**11-GF# 202203395 JPB**  
**Return to: Heritage Title**  
**200 W 6<sup>th</sup> Street, Suite 1600**  
**Austin, TX 78701**

**THE STATE OF TEXAS  
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

22044746 ASSIGNMENT  
09/21/2022 09:31:45 AM Total Fees: \$42.75

Elaine H. Cárdenas, MBA, PhD, County Clerk  
Hays County, Texas



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APPENDIX H

APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #6

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**AN APPRAISAL REPORT**

**OF**

**6 CREEKS PUBLIC IMPROVEMENT DISTRICT (PID), AREA 6,**

**BEING 242 UNDER-DEVELOPMENT RESIDENTIAL LOTS  
ON 113.707 ACRES IN PHASE 1, SECTIONS 15, 16 & 17,  
LOCATED ALONG THE SOUTH LINE OF 6 CREEKS BOULEVARD AT BEDFORD RUN,  
IN THE ETJ OF KYLE, HAYS COUNTY, TEXAS 78640**

**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: C9344-02**

**AS OF**

**TRANSMITTAL DATE OF APPRAISAL: SEPTEMBER 29, 2025  
DATE OF SITE VISIT: AUGUST 27, 2025  
PROSPECTIVE "UPON COMPLETION" DATE: JANUARY 1, 2026**

# BARLETTA & ASSOCIATES, INC.

REAL ESTATE APPRAISERS · CONSULTANTS

September 29, 2025

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

**RE: An Appraisal Report of 6 Creeks Public Improvement District (PID), Area 6, being 242 under-development residential lots, on 113.707 acres in Phase 1, Sections 15, 16 and 17, located along the north line of 6 Creeks Boulevard at Bedford Run, in the ETJ of Kyle, Hays County, Texas 78640. Of the 82 subject lots in Phase 1, Section 15, 80 lots will have typical dimensions of 60' x 125', or 7,500 SF, and 2 lots will have typical dimensions of 70' x 130', or 9,100 SF. Ten of these lots are "hold" lots, but the remaining 72 lots are to be built-out by Chesmar Homes and Perry Homes. The 104 subject lots in Phase 1, Section 16 will have typical dimensions of 55' x 125', or 6,875 SF, and are to be built-out by Coventry Homes and Highland Homes. The 56 subject lots in Phase 1, Section 17 will have typical dimensions of 70' x 130', or 9,100 SF, and are to be built-out by Coventry Homes and Highland Homes.**

**B&A File No. C9344-02**

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 242 under-development residential lots**, 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 (FHAct), the Civil Rights Act of 1866, as well as other federal, state or local laws that prohibit discrimination.

**To conclude, it is my opinion that the "Upon Completion" Bulk Market Value of the fee simple interests in the subject 242 under-development lots in 6 Creeks, Phase 1, Sections 15, 16 and 17, as of the indicated prospective date, is as follows:**

Description	No. Lots	Bulk Market Value	Prospective Date
6 Creeks PID Area 6, Phase 1, Sections 15, 16 & 17	242	\$35,730,000	1/1/2026

1313 CAMPBELL ROAD, SUITE C • HOUSTON, TEXAS 77055 • PHONE (713) 464-7700

APPRAISALS@BARLETTAINC.COM

**At the request of the client, the "As Is" Market Value of the 242 under-development lots have not been valued herein.**

**The Bulk Market Value of 6 Creeks Public Improvement District (PID), Area 6 being Phase 1, Sections 15, 16 and 17 is derived from a Sum of Retail Revenue of \$40,824,000, or \$168,694 per lot.**

**Extraordinary Assumptions:**

- 1.) The subject property is under-development 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.
- 2.) This appraisal is subject to the under-development improvements being completed in a timely and professional workmanlike manner and that the under-development improvements do not deviate significantly from those described herein.
- 3.) The valuation of the subject improvements "Upon Completion" requires 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 under-development improvements provided by the subject developing party. Should these representations be amended, or prove to be inaccurate, the value conclusions are subject to revision.
- 4.) This appraisal assumes that the developer's marketing plan is for new homes with a price-point range of \$450,000 up to \$800,000+, by Highland Homes, Coventry Homes, Chesmar Homes and Perry Homes, or comparable production home builders.
- 5.) 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

Mr. R.R. "Tripp" Davenport, III  
FMSbonds, Inc.  
Page 3

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 August 27, 2025.
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” Bulk Market Value of the fee simple interest in the subject 242 Phase 1, Section 15, 16 and 17 under-development residential lots, as of the indicated prospective date, is as follows:**

Description	No. Lots	Bulk Market Value	Prospective Date
6 Creeks PID Area 6, Phase 1, Sections 15, 16 & 17	242	\$35,730,000	1/1/2026

### **Extraordinary Assumptions:**

- 1.) The subject property is under-development 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.
- 2.) This appraisal is subject to the under-development improvements being completed in a timely and professional workmanlike manner and that the under-development improvements do not deviate significantly from those described herein.
- 3.) The valuation of the subject improvements “Upon Completion” requires 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 under-development improvements provided by the subject developing party. Should these representations be amended, or prove to be inaccurate, the value conclusions are subject to revision.

- 4.) This appraisal assumes that the developer's marketing plan is for new homes with a price-point range of \$450,000 up to \$800,000+, by Highland Homes, Coventry Homes, Chesmar Homes and Perry Homes, or comparable production home builders.
- 5.) A deviation from any of the extraordinary assumptions stated above might have an effect on the Market Value conclusions contained herein.

**BARLETTA & ASSOCIATES, INC.**



---

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.) The subject property is under-development 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.
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- 4.) This appraisal assumes that the developer's marketing plan is for new homes with a price-point range of \$450,000 up to \$800,000+, by Highland Homes, Coventry Homes, Chesmar Homes and Perry Homes, or comparable production home builders.
- 5.) 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: 6 Creeks Public Improvement District (PID), Area 6, being 242 under-development residential lots, on 113.707 acres in Phase 1, Sections 15, 16 and 17, located along the north line of 6 Creeks Boulevard at Bedford Run, in the ETJ of Kyle, Hays County, Texas 78640. Of the 82 subject lots in Phase 1, Section 15, 80 lots will have typical dimensions of 60' x 125', or 7,500 SF, and 2 lots will have typical dimensions of 70' x 130', or 9,100 SF. Ten of these lots are "hold" lots, but the remaining 72 lots are to be built-out by Chesmar Homes and Perry Homes. The 104 subject lots in Phase 1, Section 16 will have typical dimensions of 55' x 125', or 6,875 SF, and are to be built-out by Coventry Homes and Highland Homes. The 56 subject lots in Phase 1, Section 17 will have typical dimensions of 70' x 130', or 9,100 SF, and are to be built-out by Coventry Homes and Highland Homes.

Mapscos Reference: Hays County – 699 F & K

Postal Address: TBD 6 Creeks Boulevard  
Kyle, Texas 78640

Location: Along the north line of 6 Creeks Boulevard at Bedford Run, in Kyle, Hays County, Texas 78640.

#### Tract Sizes

Ph. 1, Section 15: 38.004 acres, platted for 82 lots  
Density: 2.16 lots per acre  
Ph. 1, Section 16: 43.212 acres, platted for 104 lots  
Density: 2.41 lots per acre  
Ph. 1, Section 17: 32.491 acres, platted for 56 lots  
Density: 1.72 lots per acre  
Total Land Area: 113.707 acres platted for 242 lots  
Density: 2.13 lots per acre

#### Subject Lot Mix

	<u>No.</u>	<u>Description</u>	<u>Typical Dimensions</u>	<u>Avg. Size</u>
6 Creeks, Ph. 1, Sec. 15:	80	Under-development	60' x 125'	7,500 SF
6 Creeks, Ph. 1, Sec. 15:	2	Under-development	70' x 135'	9,100 SF
6 Creeks, Ph. 1, Sec. 16:	104	Under-development	55' x 125'	6,875 SF
6 Creeks, Ph. 1, Sec. 17:	56	Under-development	70' x 135'	9,100 SF
<b>Total/Average:</b>	<b>242</b>	-	-	<b>7,615 SF</b>

**Utilities/Services**

Sanitary Sewer & Water:	City of Kyle
Electricity:	Pedernales Electric Co-Op
Natural Gas:	Center Point Energy
Cable/Telephone Service:	Centric Fiber
Police Protection:	Hays County Sheriff's Dept.
Fire Protection:	Hays County Emergency Districts #5 & #9
School District:	Hays Consolidated I.S.D.
Topography:	Functionally level, and above street grade.
Zoning:	None (City of Kyle ETJ).
Restrictions:	I am not aware of any adverse deed restrictions on the subject lots.
Floodplain:	Zone "X," outside of the 500-year floodplain, according to FEMA Map No. 48209C0270G, dated 1/17/2025.
Soil/Subsoils:	There are no known soil or subsoil conditions, which would adversely affect development.
Easements:	I observed no easements that would adversely affect the value or use of the subject lots.

**Appraisal Dates**

- Date of Site Visit:	August 27, 2025
- Date of Report Transmittal:	September 29, 2025
- Prospective Date of Value:	January 1, 2026
Purpose of the Appraisal:	To provide an opinion of the "Upon Completion" Market Value in Bulk of the subject 242 Phase 1, Sections 15, 16 and 17 residential lots, 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
Subject Builders:	Chesmar Homes, Coventry Homes, Highland Homes & Perry Homes.
New Home Price Range:	\$450,000 to \$800,000+
Highest & Best Use:	Near term, residential lot development, as economic conditions and demand warrants.

**CONCLUSION:** The subject 6 Creeks PID has a suburban location in the growing Kyle/Buda Market Area of Austin. The subject subdivision is an established master-planned

community, and offers numerous 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 CONCLUSION:**

<b>Description</b>	<b>No. Lots</b>	<b>Bulk Market Value</b>	<b>Prospective Date</b>
6 Creeks PID Area 6, Phase 1, Sections 15, 16 & 17	242	\$35,730,000	1/1/2026

### **Extraordinary Assumptions:**

- 1.) The subject property is under-development 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.
- 2.) This appraisal is subject to the under-development improvements being completed in a timely and professional workmanlike manner and that the under-development improvements do not deviate significantly from those described herein.
- 3.) The valuation of the subject improvements "Upon Completion" requires 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 under-development improvements provided by the subject developing party. Should these representations be amended, or prove to be inaccurate, the value conclusions are subject to revision.
- 4.) This appraisal assumes that the developer's marketing plan is for new homes with a price-point range of \$450,000 up to \$800,000+, by Highland Homes, Coventry Homes, Chesmar Homes and Perry Homes, or comparable production home builders.
- 5.) 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 6 Creeks Public Improvement District (PID), Area 6, being 242 under-development residential lots, on 113.707 acres in Phase 1, Sections 15, 16 and 17, located along the north line of 6 Creeks Boulevard at Bedford Run, in the ETJ of Kyle, Hays County, Texas 78640. Of the 82 subject lots in Phase 1, Section 15, 80 lots will have typical dimensions of 60' x 125', or 7,500 SF, and 2 lots will have typical dimensions of 70' x 130', or 9,100 SF. Ten of these lots are "hold" lots, but the remaining 72 lots are to be built-out by Chesmar Homes and Perry Homes. The 104 subject lots in Phase 1, Section 16 will have typical dimensions of 55' x 125', or 6,875 SF, and are to be built-out by Coventry Homes and Highland Homes. The 56 subject lots in Phase 1, Section 17 will have typical dimensions of 70' x 130', or 9,100 SF, and are to be built-out by Coventry Homes and Highland Homes.

The subject land is legally described as:

6 Creeks, Phase 1, Section 15: 38.004 acres out of the Samuel Pharass ¼ League, Survey No. 14, Abstract 360, and the Caleb W. Baker Survey, Abstract 31, Hays County, Texas.

6 Creeks, Phase 1, Section 16: 43.212 acres out of the Samuel Pharass ¼ League, Survey No. 14, Abstract 360, and the Caleb W. Baker Survey, Abstract 31, Hays County, Texas.

6 Creeks, Phase 1, Section 17: 32.491 acres out of the Samuel Pharass ¼ League, Survey No. 14, Abstract 360, and the Caleb W. Baker Survey, Abstract 31, Hays County, Texas

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

A total of 70 out of the 82-lot subject development tract comprising 6 Creeks Public Improvement District (PID), Area 6, Phase 1, Section 15 is jointly owned by Chesmar Homes, LLC, and PHAU – 6 Creeks (Perry Homes). Highland Homes and PHAU – 6 Creeks both entered into an agreement with the developer, HM 6 Creeks Development, Inc., to purchase a total of 70 paper lots in Phase 1, Section 15, at a price of \$76,000 per paper lot. Chesmar Homes purchased 35 paper lots, and PHAU-6 purchased 35 paper lots. The remaining 12 lots (2, 70' lots and 10, 60' lots) are being retained by HM 6 Creeks Development, Inc., as hold lots to be sold at a later date.

In turn, HM 6 Creeks is now developing all 82 lots for a price of \$62,000 per lot, plus a management fee of \$1,200 per lot. Thus, the total lot purchase price amounts to  $(\$76,000 + \$62,000 + \$1,200 = \$139,200)$  **\$139,200 per lot, or \$2,320 PFF. In addition, each builder will pay the developer \$3,100 per lot (\$52 PFF) for amenity fees and marketing fees.**

Highland Homes and Coventry Homes entered into an agreement with the developer, HM 6 Creeks Development, Inc., to purchase all 104, 55' paper lots in Phase 1, Section 16, at a price of \$70,000 per paper lot. Highland Homes purchased 52 paper lots, and Coventry Homes purchased 52 paper lots. In turn, HM 6 Creeks is now developing all 104 lots for a price of \$56,500 per lot, plus a management fee of \$1,200 per lot. Thus, the total lot purchase price amounts to  $(\$70,000 + \$56,500 + \$1,200 = \$127,700)$  **\$127,700 per lot, or \$2,322 PFF. In addition, each builder will pay the developer \$3,050 per lot (\$55 PFF) for amenity fees and marketing fees.**

Highland Homes and Coventry Homes also entered into an agreement with the developer, HM 6 Creeks Development, Inc., to purchase all 56, 70' paper lots in Phase 1, Section 17, at a price of \$109,000 per paper lot. Highland Homes purchased 28 paper lots, and Coventry Homes purchased 28 paper lots. In turn, HM 6 Creeks is now developing all 56 lots for a price of \$52,000 per lot, plus a management fee of \$1,200 per lot. Thus, the total lot purchase price amounts to  $(\$109,000 + \$52,000 + \$1,200 = \$162,200)$  **\$162,200 per lot, or \$2,317 PFF. In addition, each builder will pay the developer \$3,200 per lot (\$46 PFF) for amenity fees and marketing fees.**

**Each builder has already purchased their respective lots in bulk transactions, and will begin vertical construction upon substantial completion of the subject lots. 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 242 under-development Phase 1, Sections 15, 16 and 17 lots, to the client, FMSbonds, Inc., for the underwriting of the City’s proposed 6 Creeks 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 242 paper lots has 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 242 under-development Phase 1, Sections 15, 16 and 17 lots**, 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), and Mr. Jay Hanna, the developer of 6 Creeks (512/784-8494)**, both 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 6 Creeks, Phase 1, Section 11;
- was provided a plat for 6 Creeks, Phase 1, Section 11;
- was provided a copy of the lot purchase agreement for the subject lots;
- 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 Central 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 242 under-development lots in 6 Creeks, Phase 1, Sections 15, 16 and 17 lots, for reasonable exposure periods as of the stated prospective effective date.

**While considered, at the client's request, the Cost Approach was not developed. Further, at the request of the client, the "As Is" Market Value of the subject 242 paper lots has 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 August 27, 2025. The prospective “Upon Completion” date of value of Phase 1 is January 1, 2026, and the date of transmittal of the report is September 29, 2025.

### ZONING AND RESTRICTIONS

The subject is within the ETJ of the City of Kyle, and is not zoned. I am unaware of any adverse deed restrictions which would preclude development to the subject's highest and best use.

### AD VALOREM TAX DATA

**Tax Assessments & Taxes:** The subject development tracts comprising 6 Creeks Public Improvement District (PID), Area 6, Phase 1, Sections 15, 16 and 17 are assessed by Hays Central Appraisal District (HCAD) under Accounts #R208160, #R208196 and #R208279, and are summarized as follows:

<u>Account</u>	<u>Land Area (Acres)</u>	<u>Assessed Value</u>	<u>Value/Acre</u>
R208160	39.320	\$1,537,210	\$39,095
R208196	43.164	\$1,615,996	\$37,439
R208279	<u>32.539</u>	<u>\$1,350,004</u>	\$41,489
<b>Total/Avg.</b>	<b>115.023</b>	<b>\$4,503,210</b>	<b>\$39,151</b>

For 2024, the taxing authorities affecting the subject property include Hays County, Hays County Special Road District, Hays County Emergency Service District #9, Hays County Emergency Service District #5, Austin Community College, Hays C.I.S.D. and the City of Kyle – PID Assessor.

**Tax Assessments & Taxes:** The tax rates for 2025 will not be published until September 20, 2025, but the 2024 tax rates are as follows:

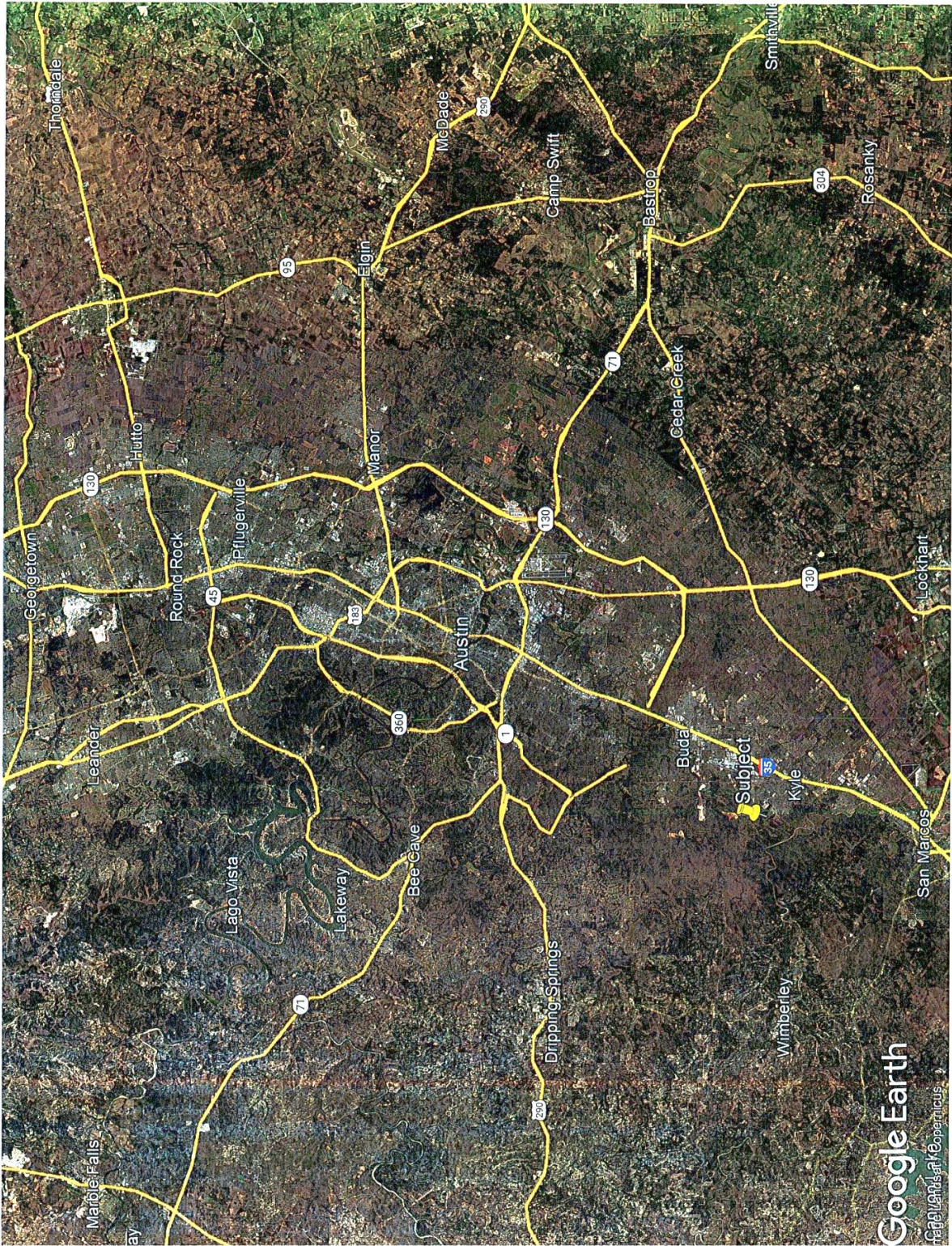
<b>TAXING AUTHORITY</b>	<b>2024 TAX RATE (Most Recent)</b>
Hays County	\$0.308500
Hays County Special Road District	\$0.041500
Hays County Emergency District #9	\$0.050440
Hays County Fire Emergency District #5	\$0.100000
Austin Community College	\$0.101300
Hays C.I.S.D.	\$1.154600
City of Kyle – PID Assessor (Projected)	<u>\$0.972200</u>
<b>TOTAL:</b>	<b>\$2.728540</b>

**Rollback Taxes: Account #R208160 is shown to have an agricultural exemption (\$3,490); thus a 3-year rollback of taxes is applicable. The remaining two tracts of subject land do not carry an agricultural exemption; thus a 3-year rollback of taxes is not applicable for Accounts R208196 and R208279.**

**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 Kyle, Texas and outlying periphery.

The City of Kyle, which contains 31.27 square miles, is located 21 miles southwest of Austin, and 58 miles northeast of San Antonio, along IH 35, in the Austin-Round Rock-San Marcos metropolitan area. Kyle, Texas is located immediately south of Buda, and immediately north of San Marcos, which is the county seat for Hays County. Kyle is now one of the fastest growing cities in Texas. According to 2020 Census estimates, the population is 52,300, which is 86.67% greater than the 2010 Census estimate of 28,016. 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 due just south of Kyle.

**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 Kyle Parkway (F.M. 1626); Jack C. Hays Trail (F.M. 2770); F.M. 150; Old Stagecoach Road; and Kohlers Crossing. Access to and through Kyle is considered to be above average.

**Vybe Trail:** In September 2022, the Kyle City Council approved a “Citywide Trails Master Plan,” known as The Vybe, that prioritizes trail-oriented developments connecting the entire city of Kyle. The ultimate goal of The Vybe is to reduce in-town traffic, by providing an 80-mile network of trails for hiking, biking and skating, as well as golf carts. The Vybe

will offer illuminated paths, and provide space for shopping and dining kiosks, public restrooms, golf cart parking, and charging stations, as well as green spaces for recreational uses, including swimming pools, dog parks and picnic areas. Construction of the first phase of The Vybe is now underway.

**Services/Utilities:** Police and fire protection is provided by the various municipalities for the areas situated within the city limits of Kyle. The areas beyond the city limits are patrolled and serviced by the Hays County Sheriff's Department, and various fire/EMS districts.

Water and wastewater for the majority of the area is provided by the City of Kyle, 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 AT&T or Spectrum provides telephone service. Natural gas is provided by Center Point Energy.

Kyle is located entirely within the Hays Consolidated I.S.D., which operates 26 campuses, and serves in excess of 20,000 students, with a student - teacher ratio 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.

**Single-Family Market:** According to the Zonda Austin Metrostudy, 2nd Quarter 2025, the subject is within the Southwest Market Area, and the Hays West Submarket. For the 12 months ending with the 2nd Quarter 2025, the Southwest Market Area had 1,016 starts

and 1,360 closings, for an oversupplied vacant developed lot (VDL) inventory of 31.8 months, and a stable housing inventory of 7.9 months. The finished vacant lot inventory (Fin.Vac. Inv.) is slightly undersupplied at 2.5 months.

The subject 6 Creeks is within the Southwest Market Area, and the Hays West Submarket. The Hays West Submarket accounted for 402 of those 1,016 starts (39.57%) and 569 of those 1,360 closings (41.84%), with a notably oversupplied vacant developed lot inventory of 29.3 months, and a slightly undersupplied housing inventory of 5.5 months. The finished vacant lot inventory (Fin.Vac. Inv.) is notably undersupplied at 1.9 months.

The subject 6 Creeks accounted for 293 of those 402 starts (72.89%) and 303 of those 569 closings (53.25%), with a severely undersupplied vacant developed lot inventory of 11.1 months, and a slightly undersupplied housing inventory of 5.8 months. The finished vacant lot inventory (Fin. Vac. Inv.) is undersupplied at 2.5 months.

Typically, a 20 to 24-month lot supply is considered to be equilibrium; thus, the subject 6 Creeks is notably undersupplied at 11.1 months, but the Hays West Submarket and the Southwest Market Area are both oversupplied at 29.3 months, and 31.8 months, respectively.

Historical new home closings, starts, inventory and vacant lot inventory for the Southwest Market Area, the Hays West Submarket, and the subject 6 Creeks are summarized on the following table:

Subdivision/ Submarket/ Market Area		1Q 2024	2Q 2024	3Q 2024	4Q 2024	1Q 2025	2Q 2025	Annual Rates/ Inventory Supply (Mos)
<b>6 Creeks Subdivision</b>	Starts	90	73	55	44	60	64	293
	Closings	58	64	71	124	36	72	303
	Housing Inv.	217	226	210	130	154	146	5.8 Mos.
	Fin. Vac. Inv.	80	23	112	56	59	62	2.5 Mos.
	VDL Inv.	431	358	303	259	270	206	11.1 Mos.
<b>Hays West Submarket</b>	Starts	141	168	126	90	70	116	402
	Closings	137	140	144	212	77	136	569
	Housing Inv.	401	429	411	289	282	262	5.5 Mos.
	Fin. Vac. Inv.	146	47	186	100	85	92	1.9 Mos.
	VDL Inv.	1,052	884	1,032	1,098	1,099	983	29.3 Mos.
<b>Southwest Market Area</b>	Starts	301	280	253	254	217	292	1,016
	Closings	356	425	363	420	246	331	1,360
	Housing Inv.	1,379	1,234	1,124	958	929	890	7.9 Mos.
	Fin. Vac. Inv.	256	249	494	331	293	285	2.5 Mos.
	VDL Inv.	2,466	2,388	2,592	2,918	2,790	2,695	31.8 Mos.

Source: Zonda Austin Metrostudy, 2nd Quarter 2025

Within the Southwest Market Area starts in the 2nd Quarter 2025 were up 4.29% over 2nd Quarter 2024, and closings were down 22.12% over the same time period. Within the Hays West Submarket starts in the 2nd Quarter 2025 were down 30.95% over the 2nd Quarter 2024, and closings were down 2.86% over the same time period. Within the subject 6 Creeks Subdivision starts in the 2nd Quarter 2025 were down 12.33% over the 2nd Quarter 2024, and closings were up 12.50% 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 increased 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. Mortgage rates are currently elevated but showing signs of stabilizing and potentially moving lower in the near future, with 30-year fixed rates around 6.5% as of September 2025. Following a 23-year high in 2023, rates have declined but remain higher than the record lows of 2020-2021 and the long-term historical average. Experts suggest a

downward trend in 2025, though short-term fluctuations may occur due to economic factors like inflation and Federal Reserve actions.

In the US, overall inflation was reported at 2.7% year-over-year in July 2025, with core inflation (excluding food and energy) rising to 3.1%, indicating that prices continue to increase but at a slower pace than the peak years of 2021-2022. Key drivers in July included higher prices for used cars, transportation services, and new vehicles, while energy costs continued to decline.

**CONCLUSION:** The subject market area is in the direct path of Austin's growth patterns to the west and southwest. The area is very desirable due to its suburban locale, and proximity to the City of Austin, and is considered to be in the midst of a rapid growth stage of its life cycle, given the steadily recovering economic market conditions of this region. 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.

Inflation has greatly recovered from its 2022 peak of about 9%, settling to 2.3%, as of the end of April 2025. The overall impact to the local residential market is to be determined, as mortgage rates remain stubbornly within the range of 6.5% to 7%, but most experts expect continued steady activity throughout 2025.

### LOCATION MAP

File No. C9344

