

ORDINANCE NO. 1626-24-05-14

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR, AND APPORTIONING THE COSTS OF, CERTAIN IMPROVEMENTS TO PROPERTY IN AND FOR THE LAKESIDE MEADOWS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 AND IMPROVEMENT AREA #2; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN THE IMPROVEMENT AREA #1 AND IMPROVEMENT AREA #2 IN THE DISTRICT, AND THE OWNERS THEREOF; PROVIDING FOR THE MANNER AND METHOD OF COLLECTION OF SUCH ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY IN THE DISTRICT AND THE REAL AND TRUE OWNERS THEREOF; APPROVING A SERVICE AND ASSESSMENT PLAN; APPROVING A LAKESIDE MEADOWS PUBLIC IMPROVEMENT DISTRICT FINANCING AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Pflugerville, Texas (the "City") on October 29, 2019 (the "Original Petition") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district located within the boundaries and/or the extraterritorial jurisdiction of the City to be known as Lakeside Meadows Public Improvement District (the "District" or "PID") to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, roadway, wastewater, and drainage facilities and improvements, trail improvements and other improvement projects; and

WHEREAS, the Original Petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District (as determined by the most recent certified appraisal roll for Travis County), and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment within the District; and

WHEREAS, on May 12, 2020, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects described in the Original Petition as required by Section 372.009 of the PID Act and on May 12, 2020 the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 1763-20-05-12-0721 (the "Original Creation Resolution"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, following the adoption of the Original Creation Resolution, on May 12, 2020, the City published the Original Creation Resolution in *The Pflugerville Pflag*, a newspaper of general circulation in the City; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the date of publication of the Original Creation Resolution; and

WHEREAS, an updated petition was submitted and filed with the City Secretary of the City on May 5, 2021 (the "Amended and Restated Petition") pursuant to the PID Act which amended, restated and replaced the Original Petition in its entirety, and requested the creation of the District to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, roadway, wastewater, and drainage facilities and improvements, trail improvements and other improvement projects; and

WHEREAS, the Amended and Restated Petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District (as determined by the most recent certified appraisal roll for Travis County), and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment within the District; and

WHEREAS, on July 12, 2022, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects described in the Amended and Restated Petition as required by Section 372.009 of the PID Act and on September 13, 2022 the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 1991-22-09-13-1014 (the "Amended and Restated Creation Resolution"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, following the adoption of the Amended and Restated Creation Resolution, the City filed a copy of the Amended and Restated Creation Resolution with the County Clerk of Travis County, Texas; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the effective date of the Amended and Restated Creation Resolution; and

WHEREAS, the District is expected to be developed in multiple phases to include an area designated as "Improvement Area #1" within the District ("*Improvement Area #1*") and "Improvement Area #2" within the District ("*Improvement Area #2*"); and

WHEREAS, pursuant to the PID Act, the proposed "*Improvement Area #1 Assessment Roll*" and proposed "*Improvement Area #2 Assessment Roll*" and the Service and Assessment Plan (as defined herein) were filed with the City Secretary (the Improvement Area #1 Assessment Roll and the Improvement Area #2 Assessment Roll may be collectively defined herein as the "*Assessment Roll*"); and

WHEREAS, pursuant to Section 372.016(b) of the Act, the statutory notice of a public hearing to be held by the City Council on April 23, 2024 was published on April 12, 2024 in the *Austin American-Statesman*, a newspaper of general circulation in the City, advising that the City Council would consider the levy of the proposed assessments on real property within Improvement Area #1 (the "*Improvement Area #1 Assessments*") and the levy of the proposed assessments on real property within Improvement Area #2 (the "*Improvement Area #2 Assessments*" and, collectively with the Improvement Area #1 Assessments, the "*Assessments*"); and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Improvement Area #1 Assessment Roll, the Service and Assessment Plan and the levy of the Improvement Area #1 Assessments on property within Improvement Area #1 of the District to the address of record at Travis Central Appraisal District, such address being the last known address of the owners of the property liable for the Improvement Area #1 Assessments; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Improvement Area #2 Assessment Roll, the Service and Assessment Plan and the levy of the Improvement Area #2 Assessments on property within Improvement Area #2 of the District to the address of record at Travis Central Appraisal District, such address being the last known address of the owners of the property liable for the Improvement Area #2 Assessments; and

WHEREAS, after notice was provided as required by the PID Act, the City Council on April 23, 2024, held a public hearing to consider the levy of the proposed Assessments on property within the District, at which any and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs (as defined in the attached Service and Assessment Plan) of the authorized improvements to be undertaken for the benefit of all property to be assessed within the District (the "*Authorized Improvements*"), the purposes of the Assessments, the special benefits of the Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Lakeside Meadows Public Improvement District Service and Assessment Plan, which includes the Improvement Area #1 Assessment Roll and Improvement Area #2 Assessment Roll, in a form substantially similar to the attached **Exhibit A**, which final form shall be approved by the City Administrator (the "*Service and Assessment Plan*"), and which is incorporated herein for all purposes, should be approved and that the Improvement Area #1 Assessments and Improvement Area #2 Assessments should be

levied as provided in this Ordinance, the Service and Assessment Plan, the Improvement Area #1 Assessment Roll and the Improvement Area #2 Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the Actual Costs of the Authorized Improvements as described in the Service and Assessment Plan, the Assessment Roll, or the levy of the Assessments; and

WHEREAS, the City Council closed the public hearing on April 23, 2024, and, after considering all oral, written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act; and

WHEREAS, in connection with the levy of the Assessments, concurrently herewith, the City Council has found and determined to authorize and approve in substantially final form the Lakeside Meadows Public Improvement District Financing Agreement between the City and Lakeside Meadows, LLC, a Texas limited liability company (the "Financing Agreement"), pursuant to which Lakeside Meadows, LLC (the "Developer") has agreed to construct the Authorized Improvements identified in the Service and Assessment Plan, and the City has agreed to reimburse the Developer for the costs of constructing the Authorized Improvements from the Assessments or, after bonds are issued as allowed by the PID Act, from the proceeds of said PID Bonds; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS:

Section 1. All matters stated in the preamble of this Ordinance are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. The action of the City Council holding and closing the public hearing in these proceedings is hereby ratified and confirmed.

Section 3. The Service and Assessment Plan attached to this Ordinance as **Exhibit A** has been presented to and reviewed by the City Council and the City Council hereby approves said Service and Assessment Plan and adopts the attached Service and Assessment Plan as the service plan and assessment plan for the District. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

Section 4. The Improvement Area #1 Authorized Improvements described in the preamble of this Ordinance and in the Service and Assessment Plan include the improvements that will benefit and serve all of the property within Improvement Area #1 of the District (the "Improvement Area #1 Projects"). The Improvement Area #1 Projects benefit and serve all of the

property within Improvement Area #1 of the District and are set forth in Section III of the Service and Assessment Plan.

Section 5. The Improvement Area #2 Authorized Improvements described in the preamble of this Ordinance and in the Service and Assessment Plan include the improvements that will benefit and serve all of the property within Improvement Area #2 of the District (the "Improvement Area #2 Projects"). The Improvement Area #2 Projects benefit and serve all of the property within Improvement Area #2 of the District and are set forth in Section III of the Service and Assessment Plan.

Section 6. The City Council hereby finds and determines upon the evidence presented in reference to the property located within Improvement Area #1 of the District that: (i) the enhancement and value to accrue to Improvement Area #1 of the District and the real and true owner or owners thereof by virtue of construction of the Improvement Area #1 Projects will be equal to or in excess of the amount of the cost of the proposed Improvement Area #1 Projects; (ii) that the apportionment of the costs of the Improvement Area #1 Projects and the Improvement Area #1 Assessments here and below made are just and equitable and produce substantial equality, considering the benefits received and the burdens imposed thereby, and result in imposing equal shares of the cost of the Improvement Area #1 Projects on property similarly benefitted, and are in accordance with the laws of the State of Texas; (iii) the property assessed is specially benefitted by means of the said Improvement Area #1 Projects in the District in relation to the costs of such improvements; (iv) all procedures that have taken place heretofore with reference to the Improvement Area #1 Projects and Improvement Area #1 Assessments are in all respects regular, proper, and valid; and (v) all prerequisites to the fixing of the assessment liens against the properties within Improvement Area #1 of the District, and the personal liability of the real and true owner or owners thereof, whether correctly named herein or not, have been in all things regularly and duly performed in compliance with the PID Act and the proceedings of the City Council. The cost of said Improvement Area #1 Projects is hereby assessed and levied as a special assessment against such properties and the real and true owner or owners thereof in the amounts as described in Exhibit F-1 of the Service and Assessment Plan attached hereto.

Section 7. The City Council hereby finds and determines upon the evidence presented in reference to the property located within Improvement Area #2 of the District that: (i) the enhancement and value to accrue to Improvement Area #2 of the District and the real and true owner or owners thereof by virtue of construction of the Improvement Area #2 Projects will be equal to or in excess of the amount of the cost of the proposed Improvement Area #2 Projects; (ii) that the apportionment of the costs of the Improvement Area #2 Projects and the Improvement Area #2 Assessments here and below made are just and equitable and produce substantial equality, considering the benefits received and the burdens imposed thereby, and result in imposing equal shares of the cost of the Improvement Area #2 Projects on property similarly benefitted, and are in accordance with the laws of the State of Texas; (iii) the property assessed is specially benefitted by means of the said Improvement Area #2 Projects in the District in relation to the costs of such improvements; (iv) all procedures that have taken place heretofore with reference to the Improvement Area #2 Projects and Improvement Area #2 Assessments are in all respects regular, proper, and valid; and (v) all prerequisites to the fixing of the assessment liens against the properties within Improvement Area #2 of the District, and the personal liability of the real and

true owner or owners thereof, whether correctly named herein or not, have been in all things regularly and duly performed in compliance with the PID Act and the proceedings of the City Council. The cost of said Improvement Area #2 Projects is hereby assessed and levied as a special assessment against such properties and the real and true owner or owners thereof in the amounts as described in Exhibit F-2 of the Service and Assessment Plan attached hereto.

Section 8. There shall be and is hereby levied and assessed against the property within Improvement Area #1 and Improvement Area #2 of the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money as listed in Exhibit F-1 and Exhibit F-2, respectively, of the Service and Assessment Plan attached hereto and made a part hereof shown for each of the respective parcels of property, and the assessed against the same, and the owners thereof.

Section 9. The sums assessed against property located within the District and the real and true owners or owner thereof, whether the owner or owners be named or correctly named, or the properties be correctly described therein or not, together with interest thereon at the rate per annum when required as set forth in the Service and Assessment Plan and with reasonable attorney's fees and all costs and expenses of collection, if incurred, are hereby declared to be and made a first and prior lien upon the respective parcels of property against which same are assessed from and after this date, and a personal liability and charge against the real and true owner or owners thereof, whether or not such owner or owners be correctly named herein, paramount and superior to all other liens, claims or titles except for lawful claims for state, county, school district, or municipality ad valorem taxes; and that the sum so assessed shall be payable to the City or its assigns in accordance with the Improvement Area #1 Assessment Roll and the Improvement Area #2 Assessment Roll attached as Exhibit F-1 and Exhibit F-2, respectively, to the Service and Assessment Plan.

Section 10. (a) The levy of the Assessments shall be effective on the date of adoption of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(b) The apportionment of the costs of the Improvement Area #1 Projects to be assessed against the property within Improvement Area #1 and the apportionment of the costs of the Improvement Area #2 Projects to be assessed against the property within Improvement Area #2 of the District, shall be as set forth in the Service and Assessment Plan.

(c) Assessments and Annual Installments shall be collected, administered and may be reallocated, and the costs of improvements paid, as set forth in: (i) this Ordinance; (ii) the Service and Assessment Plan and (iii) any ordinance, resolution, bond indenture or agreement approved by the City Council.

(d) Each Assessment may be paid in a lump sum or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall accrue and bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be due and payable and shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) Improvement Area #1 Assessments and the interest thereon shall be deposited as and when received by the City into a separate fund to be used to pay the costs incurred for the Improvement Area #1 Projects, including debt service on obligations issued to pay the costs of the Improvement Area #1 Projects, and the establishment of each such fund is hereby approved.

(h) Improvement Area #2 Assessments and the interest thereon shall be deposited as and when received by the City into a separate fund to be used to pay the costs incurred for the Improvement Area #2 Projects, including debt service on obligations issued to pay the costs of the Improvement Area #2 Projects, and the establishment of each such fund is hereby approved.

(i) The Annual Installments shall be reduced to equal the actual costs of repaying the related series of bonds and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Section 11. The Financing Agreement between the City and the Developer is hereby authorized and approved in the substantially final form attached hereto as **Exhibit B** and incorporated herein as a part hereof for all purposes and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver such Financing Agreement with such changes as may be required to carry out the purposes of this Ordinance.

Section 12. This Ordinance incorporates by reference all provisions and requirements of the PID Act.

Section 13. If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 14. This Ordinance shall take effect immediately from and after its passage and it is accordingly so ordained.

Section 15. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Assessment Roll, to be filed with the Travis County Clerk, not later than the seventh day after the date the City Council adopts this ordinance approving the Service and Assessment Plan. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update (or as otherwise required by the PID Act).

Section 16. (a) P3Works, LLC is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Annual Collection Cost.

(b) The Travis County Tax Assessor-Collector is hereby appointed and designated as the collector of the Assessments (the "*Collector*"). The Collector shall serve in such capacity unless and until replaced by subsequent action of the City Council.

EXHIBIT LIST:

Exhibit A –Service and Assessment Plan

Exhibit B – Financing Agreement

PASSED AND APPROVED on First Reading on April 23, 2024.

PASSED, APPROVED AND ADOPTED on Second Reading on May 14, 2024.



[CITY SEAL]

THE CITY OF PFLUGERVILLE, TEXAS

Victor Gonzales, Mayor

ATTEST:

Trista Evans, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

**LAKESIDE MEADOWS PUBLIC IMPROVEMENT DISTRICT
SERVICE AND ASSESSMENT PLAN**

Lakeside Meadows Public Improvement District

SERVICE AND ASSESSMENT PLAN

MAY 14, 2024



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INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this Service and Assessment Plan, or an Exhibit attached to and made a part of this Service and Assessment Plan for all purposes.

On May 12, 2020, the City passed and approved Resolution No. 1763-20-05-12-0721, authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon adoption as required by the PID Act. On July 26, 2022, the City Council passed and approved a resolution accepting an amended and restated petition, which revised the District’s boundaries and authorized an increase in the estimated costs of the Authorized Improvements.

The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 415.361 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A-1** and as depicted by the map on **Exhibit B**.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is contained in **Exhibit F-1**. The Improvement Area #2 Assessment Roll is contained in **Exhibit F-2**.

SECTION I: DEFINITIONS

“Actual Costs” means, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developer of the District:

(1) to plan, design, acquire, construct, install, and dedicate such improvements to the City;

(2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings;

(3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals;

(4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals;

(5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and

(6) to implement, administer, and manage the above-described activities, including a 4% construction management fee. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

“Additional Interest” means the amount collected by application of the Additional Interest Rate if PID Bonds are issued.

“Additional Interest Rate” means the interest rate, not to exceed 0.50%, charged on Assessments securing PID Bonds, as authorized by Section 372.018 of the PID Act. The Additional Interest Rate is not charged on Assessments securing the Improvement Area #1 Reimbursement Obligation or the Improvement Area #2 Reimbursement Obligation.

“Administrator” means the City, or the person or independent firm designated by the City who shall have the responsibility provided in this Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City Council related to the duties and responsibility of the administration of the District.

“Annual Collection Costs” means the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for:

- (1) the Administrator and City staff;
- (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City;
- (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments;
- (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates;
- (5) paying, and redeeming PID Bonds, if issued;
- (6) investing or depositing Assessments and Annual Installments;
- (7) complying with this Service and Assessment Plan and the PID Act with respect to the administration of the District, including continuing disclosure requirements; and
- (8) the paying agent/registrar and Trustee in connection with PID Bonds, if issued, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that may include: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, if applicable.

“Annual Service Plan Update” means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council, in accordance with the PID Act.

“Assessed Property” means any Parcel within the District that benefits from the Authorized Improvements and on which an Assessment is levied as shown on the Assessment Roll and which includes any and all Parcels within the District other than Non-Benefited Property.

“Assessment” means an assessment levied against a Parcel and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Assessment Ordinance" means the ordinance adopted by the City Council in accordance with the PID Act that approves the Service and Assessment Plan and levies the Assessment on all or a portion of the Assessed Property within the District, as shown on any Assessment Roll.

"Assessment Plan" means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, as more specifically described in **Section V**.

"Assessment Roll" means any assessment roll for the Assessed Property within the District, including the Improvement Area #1 Assessment Roll as shown in **Exhibit F-1** and the Improvement Area #2 Assessment Roll as shown in **Exhibit F-2**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, if issued, or in connection with any Annual Service Plan Update.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act, as more specifically described in **Section III** including Public Improvements, District Formation Expenses, Bond Issuance Costs and Annual Collection Costs.

"Bond Issuance Costs" means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds, if bonds are issued.

"City" means the City of Pflugerville, Texas.

"City Council" means the governing body of the City.

"County" means Travis County, Texas.

"Creation Resolution" means Resolution No. 1763-20-05-12-0721, approved by the City Council on May 12, 2020, which authorized the creation of the District.

"Delinquent Collection Costs" means, for an Assessed Property, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this SAP, including costs and expenses to foreclose liens.

“Developer” means Lakeside Meadows, LLC, a Texas limited liability company, and its successors and assigns.

“District” means the Lakeside Meadows Public Improvement District containing approximately 415.361 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A-1** and as depicted by the map on **Exhibit B**.

“District Formation Expenses” means costs incurred creating the District, including attorney fees, consultant fees, and other fees and expenses related to the formation of the District and the levy of Assessments.

“Estimated Buildout Value” means the estimated buildout value of an Assessed Property at the time Assessments are levied and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

“Improvement Area #1” means approximately 318.758 acres located within the District, as shown on, and more specifically described in **Exhibit A-2**.

“Improvement Area #1 Annual Installment” means the annual installment payment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that may include: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest, if PID Bonds are issued.

“Improvement Area #1 Assessed Property” means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

“Improvement Area #1 Assessment” means \$26,535,000 in Assessments levied against Assessed Property within Improvement Area #1 and imposed pursuant to an Assessment Ordinance, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #1 Assessment Roll” means the assessment roll for the Improvement Area #1 Assessed Property within the District and included in this Service and Assessment Plan as **Exhibit F-1**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Improvement Area #1 Projects” means Improvement Area #1’s allocable share of the Public Improvements, Bond Issuance Costs, first year Annual Collection Costs, and District Formation Expenses as shown on **Exhibit C** and as further described in **Section III**.

“Improvement Area #1 Reimbursement Obligation” means an amount not to exceed \$26,535,000 payable from Improvement Area #1 Assessments to be paid to the Developer pursuant to the Reimbursement Agreement.

“Improvement Area #2” means approximately 96.603 acres located within the District, as shown on, and more specifically described in **Exhibit A-3**.

“Improvement Area #2 Annual Installment” means the annual installment payment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council that may include: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest, if PID Bonds are issued.

“Improvement Area #2 Assessed Property” means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

“Improvement Area #2 Assessment” means \$1,691,000 in Assessments levied against Assessed Property within Improvement Area #2 and imposed pursuant to an Assessment Ordinance, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #2 Assessment Roll” means the assessment roll for the Improvement Area #2 Assessed Property within the District and included in this Service and Assessment Plan as **Exhibit F-2**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Improvement Area #2 Projects” means Improvement Area #2’s allocable share of the Public Improvements, Bond Issuance Costs, first year Annual Collection Costs, and District Formation Expenses as shown on **Exhibit C** and as further described in Section III.

“Improvement Area #2 Reimbursement Obligation” means an amount not to exceed \$1,691,000 payable from Improvement Area #2 Assessments to be paid to the Developer pursuant to the Reimbursement Agreement.

“Indenture” means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and the Trustee setting forth terms and conditions related to the PID Bonds, if issued.

“Landowner(s)” means individuals or entities that own a Parcel(s) located within the District at the time of the levy of Assessments and have consented to the levy of Assessment against their Parcel(s) through a Landowner Agreement. Landowners include:

- (1) Brightland Homes, LTD., a Texas limited partnership
- (2) Lakeside Meadows, LLC, a Texas limited liability company
- (3) Meritage Homes of Texas, an Arizona limited liability company
- (4) NP Lakeside 130, LLC, a Missouri limited liability company
- (5) VATGA Developers, LLC, a Texas limited liability company
- (6) DCV Austin II, LTD., a Texas limited partnership
- (7) USRLP Pflugerville II, LLC, a Delaware limited liability company
- (8) PECAN COMMERCE CENTER ILP, LLC, a Delaware limited liability company

“Landowner Agreement” means any Landowner Agreement between the City and a Landowner in which a Landowner agrees to the levy of Assessment against a Parcel(s) located within the District that will be specially benefited by the Authorized Improvements.

“Lot” means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or preliminary plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. lot size, home product, buildout value, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as calculated by the Administrator and confirmed and approved by the City Council.

“Lot Type 1” means a Lot designated as a residential lot within Parcel 1A or Parcel 1B of Improvement Area #1, as shown on the map attached as **Exhibit J**.

“Lot Type 2” means a Lot designated as a residential lot within Parcel 2 of Improvement Area #1, as shown on the map attached as **Exhibit J**.

“Lot Type 3” means a Lot designated as a continuing care retirement community unit within Parcel 3 of Improvement Area #1, as shown on the map attached as **Exhibit J**.

“Lot Type 4” means a Lot designated as an apartment unit within Parcel 4 of Improvement Area #1, as shown on the map attached as **Exhibit J**.

“Lot Type 5” means a Lot designated as an office or retail lot within Parcel 5 or Parcel 6 of Improvement Area #1, as shown on the map attached as **Exhibit J**.

“Lot Type 6” means a Lot designated as an apartment unit within Parcel 7 of Improvement Area #1, as shown on the map attached as **Exhibit J**.

“Lot Type 7” means a Lot designated as an industrial space within Parcel 9 of Improvement Area #1, as shown on the map attached as **Exhibit J**.

“Lot Type 8” means a Lot designated as an industrial space within Parcel 10 of Improvement Area #2, as shown on the map attached as **Exhibit J**.

“Lot Type 9” means a Lot designated as an office space within Parcel 11 of Improvement Area #2, as shown on the map attached as **Exhibit J**.

“Maximum Assessment” means the amount shown for each Lot Type or Parcel on **Exhibit H-1**. The Maximum Assessment shall be reduced annually by the principal portion of the Annual Installment.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from Authorized Improvements as determined by the City Council.

“Parcel(s)” means a property within the boundaries of the District, identified by either a tax map identification number assigned by the Travis Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means as determined by the City Council.

“Parcel 8” means approximately 32.03 acres, as shown on **Exhibit J**, which has been purchased by the State and will not be subject to Assessment. The allocable costs of the Authorized Improvements which benefit Parcel 8 will be borne by the Developer as shown in **Exhibit E**.

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

“PID Bonds” means any bonds issued by the City in accordance with the PID Act, if applicable, that are secured by Assessments.

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

“Prepayment Costs” means interest, including Additional Interest (if applicable), and Annual Collection Costs incurred up to the date of Prepayment.

“Public Improvements” means the improvements described in **Section III** and depicted on **Exhibit I**.

“Reimbursement Agreement” means that certain “Lakeside Meadows Public Improvement District Reimbursement Agreement” between the City and the Developer pursuant to which the City agrees to levy Assessments on benefited property and all or a portion of such Assessments are paid to the Developer to reimburse the Actual Costs related to such Authorized Improvements.

“Service and Assessment Plan” or **“SAP”** means this Service and Assessment Plan as it may be modified, amended, supplemented, and updated from time to time.

“Service Plan” covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

“State” means the State of Texas.

“Taken Property” shall have the meaning assigned to such term in **Section VI.F**.

“Taking” shall have the meaning assigned to such term in **Section VI.F**.

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

SECTION II: THE DISTRICT

The District includes approximately 415.361 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A-1** and as depicted by the map on **Exhibit B**. Development of the District is anticipated to include 415 single family units, 190 continuing care retirement community units, approximately 75,500 square feet of mixed office or retail space, 898 apartment units, approximately 1,956,762 square feet of industrial space and approximately 45,100 square feet of office space as well as associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to property within the District.

Improvement Area #1 includes approximately 318.758 acres as more particularly described and depicted on **Exhibit A-2**. Development of Improvement Area #1 is anticipated to contain 415 single family units, 190 continuing care retirement community units, approximately 75,500 square feet of office or retail space, 898 apartment units and approximately 862,000 square feet of industrial space.

Improvement Area #2 includes approximately 96.603 acres as more particularly described and depicted on **Exhibit A-3**. Development of Improvement Area #2 is anticipated to contain approximately 1,094,762 square feet of industrial space and approximately 45,100 square feet of office space.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Developer and its engineer and review by the City staff and by third-party consultants retained by the City, determined that the Authorized Improvements confer a special benefit on the Assessed Property. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C**.

A. Public Improvements

- *Streets*

The street improvements consist of concrete curb and gutter, concrete valley gutter, ramps, street-lights, intersections, signage, revegetation of disturbed areas and streets will be designed with a flexible pavement section that consists of prepared subgrade, crushed limestone base and hot mix asphaltic concrete pavement surface. Sidewalks will be constructed along all public roadways (excluding alleys) on both sides of the street. The development will also require additional traffic improvements as development

activity progresses including turn lanes, traffic signals, and pro-rata mitigation at nearby intersections.

- *Water*

Water improvements include trench excavation and embedment, trench safety, PVC pipes, manholes, and service connections. Lakeside Meadows public water lines will be constructed with the subdivision improvements and will provide service and circulation to the development.

- *Wastewater*

Wastewater improvements include excavation and embankment, trench safety, manholes, and service connections. Lakeside Meadows public wastewater lines will be constructed with the subdivision improvements and will provide service to the development.

- *Drainage & Detention*

Improvements include a system of curb and gutters, inlets, channels, concrete pipes, ponds to outfall into the tributaries and detention ponds to mitigate the increase in runoff from the development.

- *Parks, Trails, & Landscaping*

Lakeside Meadows includes a parkland plan for the development of parks, trails, landscaping and open space. Improvements will include a cohesive trail system throughout the development, improved park areas for public use, entry monumentation/signage, and tree plantings along street corridors. The Developer will also assist in the construction of a pedestrian bridge or tunnel crossing at Pflugerville Parkway to assist with pedestrian circulation to the adjacent Lake Pflugerville facilities.

- *Erosion Controls*

Erosion controls include silt fence, rock berms, stabilized construction entrances, inlet protection, soil retention blanket, diversion dike and hydro mulching.

- *Offsite Water*

Offsite water improvements include a 16" waterline located along Weiss Lane and E. Pecan Street that connects to existing 24" and 16" PVC City water lines.

- *Offsite Wastewater*

The offsite wastewater improvements include 24", 12" and 8" PVC gravity wastewater lines, which will serve all properties in the development.

- *Improvement Area #1 Soft Costs*
Includes City permitting fees and the City inspection fees for Phase 1.
- *Soft Costs*
Includes costs related to designing, constructing, installing, and financing the Authorized Improvements, including land planning and design, City fees and performance bonds, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, and other PID costs incurred and paid by the Developer.

B. District Formation Expenses

Costs incurred creating the District, including attorney fees, consultant fees, and other fees and expenses related to formation of the District and the levy of Assessments.

C. Bond Issuance Costs

- *Debt Service Reserve Requirement*
Equals the amount required to fund a reserve under the Indenture in connection with the issuance of PID Bonds, if issued. This amount may be updated or revised at the time of issuance if PID Bonds are issued.
- *Capitalized Interest*
Equals the amount of capitalized interest available for payment of interest on PID Bonds, if issued, as reflected in the Indenture. This amount may be updated or revised at the time of issuance if PID Bonds are issued.
- *Underwriter's Discount*
Equals a percentage of the par amount of a particular series of PID Bonds, if issued, and includes a fee for underwriter's counsel. This amount may be updated or revised at the time of issuance if PID Bonds are issued.
- *Cost of Issuance*
Costs associated with issuing PID Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

D. First Year Annual Collection Costs

The estimated cost of the 1st year Annual Collection Costs.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the projected costs and annual indebtedness for the Authorized Improvements undertaken within the District. The Service Plan shall be updated in each Annual Service Plan Update. **Exhibit D** summarizes the Service Plan for the District.

PID Bonds may be issued by the City to pay all or a portion of the Improvement Area #1 Reimbursement Obligation owed under the Reimbursement Agreement. If and when PID Bonds are issued, the PID Bonds will fund costs of issuance of the PID Bonds and other costs set forth in **Section III** above. Assessments may be collected in an amount sufficient to pay principal, interest, and Additional Interest on the PID Bonds, costs of issuance of the PID Bonds, and to fund the debt service reserve requirement, as defined in the applicable Indenture.

PID Bonds may be issued by the City to pay all or a portion of the Improvement Area #2 Reimbursement Obligation owed under the Reimbursement Agreement. If and when PID Bonds are issued, the PID Bonds will fund costs of issuance of the PID Bonds and other costs set forth in **Section III** above. Assessments may be collected in an amount sufficient to pay principal, interest, and Additional Interest on the PID Bonds, costs of issuance of the PID Bonds, and to fund the debt service reserve requirement, as defined in the applicable Indenture.

Exhibit E summarizes the sources and uses of funds required to construct the Authorized Improvements. If PID Bonds are issued, **Exhibit E** will be updated to show the amount required to fund the required reserves and issue the PID Bonds at the time the PID Bonds are issued. The sources and uses of funds shown on **Exhibit E** shall be updated in each Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act requires the City to apportion the Actual Costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications

and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Assessed Property within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Assessed Property for such Authorized Improvements.

The determination by the City of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Landowners and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the costs of the Authorized Improvements shall be allocated as follows:

- Authorized Improvements are allocated between Improvement Area #1 and Improvement Area #2 based on the methodology below and as shown on **Exhibit C** and as further described in the engineering report attached as **Appendix A**.
 - 1) Public Improvements that only benefit Improvement Area #1 are allocated between Parcel 8 and Improvement Area #1 Assessed Property based on Estimated Buildout Value as shown on **Exhibit C**.
 - 2) Public Improvements that benefit Improvement Area #1 Assessed Property, Parcel 8, and Improvement Area #2 Assessed Property are allocated pro rata based on Estimated Buildout Value as shown on **Exhibit C**.
 - 3) District Formation Expenses, Bond Issuance Costs, and first year Annual Collection Costs are allocated pro rata based on total Assessment levied as shown on **Exhibit C**.

B. Assessments

Improvement Area #1 Assessments will be levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit G-1**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments will be levied on the Improvement Area #2 Assessed Property as shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit F-2**. The

projected Improvement Area #2 Annual Installments are shown on **Exhibit G-2**, subject to revisions made during any Annual Service Plan Update.

The Maximum Assessment for each Lot Type is shown on **Exhibit H-1**. In no case will the Assessment for any Lot Type exceed the Maximum Assessment.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- *Improvement Area #1*
 - a. The cost of Improvement Area #1 Projects equals \$28,545,132 as shown on **Exhibit C**, of which \$26,954,097 is allocated to Improvement Area #1 Assessed Property and \$1,591,035 is allocated to Parcel 8; and
 - b. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Projects equal to or greater than the Actual Costs of the Improvement Area #1 Projects allocated to Improvement Area #1 Assessed Property; and
 - c. Improvement Area #1 Assessed Property will be allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Projects, which equal \$26,535,000 as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F-1**; and
 - d. Parcel 8 is owned by the State and will not be subject to the Improvement Area #1 Assessments levied for Improvement Area #1 Projects. The allocable costs of the Improvement Area #1 Projects which benefit Parcel 8 will be borne by the Developer as show in **Exhibit E**; and
 - e. The special benefit (\geq \$26,954,097) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Projects is greater than the amount of Improvement Area #1 Assessments (\$26,535,000) levied on the Improvement Area #1 Assessed Property for the Authorized Improvements; and
 - f. At the time the City Council approved the Assessment Ordinance, the Landowners owned 100% of the Improvement Area #1 Assessed Property. In separate Landowner Agreements, the Landowners acknowledged that the Improvement Area #1 Projects confer a special benefit on Improvement Area #1 Assessed Property and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Landowners ratified,

confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Assessments on the Improvement Area #1 Assessed Property.

- *Improvement Area #2*
 - a. The cost of Improvement Area #2 Projects equals \$1,860,846 as shown on **Exhibit E**; and
 - b. The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Projects equal to or greater than the Actual Costs of the Improvement Area #2 Projects; and
 - c. Improvement Area #2 Assessed Property will be allocated 100% of the Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property for Improvement Area #2 Projects, which equal \$1,691,000, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit F-2**; and
 - d. The special benefit (\geq \$1,860,846) received by the Improvement Area #2 Assessed Property from the Improvement Area #2 Projects is greater than the amount of Improvement Area #2 Assessments (\$1,691,000) levied on the Improvement Area #2 Assessed Property for the Authorized Improvements; and
 - e. At the time the City Council approved the Assessment Ordinance, the Landowners owned 100% of Improvement Area #2. In separate Landowner Agreements, the Landowners acknowledged that the Improvement Area #2 Projects confer a special benefit on Improvement Area #2 Assessed Property and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Landowners ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Assessments on the Improvement Area #2 Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be billed and collected in the same manner as Annual Installments in the amounts set forth in each Annual Service Plan Update.

E. Additional Interest

Additional Interest will not be collected as part of the Improvement Area #1 Reimbursement Obligation or the Improvement Area #2 Reimbursement Obligation. If PID Bonds are issued, the interest rate on Assessments levied on the Assessed Property may exceed the interest rate on the PID Bonds by the Additional Interest Rate. If and when PID Bonds are issued, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

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

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

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

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

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

E = the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City with an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

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

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Lot will not exceed the Maximum Assessment, shown on **Exhibit H-1** for the applicable Lot Type, and compliance may require a mandatory prepayment of Assessments pursuant to **Section VI.C**.

B. True-up of Assessments if Maximum Assessment Exceeded

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment, then (i) the Assessment applicable to each Lot Type exceeding the Maximum Assessment shall be reduced to the Maximum Assessment, and (ii) the person or entity filing the plat shall pay to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, prior to the City approving the final plat. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the

obligation of the person or entity filing the plat to pay the amounts referenced in (ii) in the immediately preceding sentence.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments, the owner transferring the Assessed Property shall pay to the City or the Administrator on behalf of the City the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Assessed Property, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or Authorized Improvements not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs, or (ii) in the event PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the project fund, relating to the PID Bonds, that are not expected to be used for purposes of the project fund to redeem outstanding PID Bonds, in accordance with the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

If PID Bonds to refinance the Improvement Area #1 Reimbursement Obligation are not issued within five years from the date the Improvement Area #1 Assessments are levied, the Improvement Area #1 Assessments will be reduced in an amount equal to the estimated Bond Issuance Costs related to costs of issuing PID Bonds, as shown on **Exhibit C** hereto. The City Council shall reduce the Improvement Area #1 Assessments on a pro-rata basis among all Improvement Area #1 Assessed Properties.

If PID Bonds to refinance the Improvement Area #2 Reimbursement Obligation are not issued within five years from the date the Improvement Area #2 Assessments are levied, the Improvement Area #2 Assessments will be reduced in an amount equal to the estimated Bond Issuance Costs related to costs of issuing such PID Bonds, as shown on **Exhibit C** hereto. The City Council shall reduce the Improvement Area #2 Assessments on a pro-rata basis among all Improvement Area #2 Assessed Properties.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of any Assessed Property may pay, at any time, all, or any part of an Assessment in accordance with the PID Act. If PID Bonds are issued, interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is pre-paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Lien Termination," a form of which is attached as **Exhibit K**.

If an Assessment is pre-paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the Prepayment made.

F. Prepayment as a result of Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property,) (the "**Remaining Property**"), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth

below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90.

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

Notwithstanding the previous paragraphs in this subsection (F), the Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds, if issued.

G. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. In no case will the Assessment for any Lot Type exceed the Maximum Assessment. Annual Installments are subject to adjustment in each Annual Service Plan Update. **Exhibit G-1** shows the projected

Annual Installments for Improvement Area #1. **Exhibit G-2** shows the projected Annual Installations for Improvement Area #2. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Properties for which the Assessments remain unpaid in proportion to the amount of the Annual Installments for the Assessed Property. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act. For billing purposes only, until a plat has been recorded within the District, the Annual Installment will be billed to each property ID within the District based on the Travis Central Appraisal District acreage.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds, if issued in accordance with the PID Act, if such bonds are issued. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. Failure of the owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the

Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel within Improvement Area #1 as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit F-2**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel within Improvement Area #2 as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of an Assessed Property claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the sole and exclusive remedy of the owner of Assessed Property shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and within 30 days after adjourning such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, or the applicable Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction

of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after providing an opportunity for all interested parties to be heard at a public meeting of the City Council. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

E. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Exhibit L-1, Exhibit L-2 and Exhibit L-3, Exhibit L-4, Exhibit L-5, Exhibit L-6, Exhibit L-7, Exhibit L-8, and Exhibit L-9**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in its entirety.

LIST OF EXHIBITS & APPENDICES

The following exhibits are attached to and made a part of this Service and Assessment Plan for all purposes:

- Exhibit A-1** District Legal Description
- Exhibit A-2** Improvement Area #1 Legal Description & Boundary Map
- Exhibit A-3** Improvement Area #2 Legal Descriptions & Boundary Maps
- Exhibit B** District Boundary Map
- Exhibit C** Authorized Improvements
- Exhibit D** Service Plan – Five Year Plan
- Exhibit E** Service Plan – Sources and Uses
- Exhibit F-1** Improvement Area #1 Assessment Roll
- Exhibit F-2** Improvement Area #2 Assessment Roll
- Exhibit G-1** Improvement Area #1 Annual Installment Schedule
- Exhibit G-2** Improvement Area #2 Annual Installment Schedule
- Exhibit H-1** Maximum Assessment per Lot Type
- Exhibit H-2** Assessed Value of the District
- Exhibit I** Maps of Authorized Improvements
- Exhibit J** Map of District Parcels
- Exhibit K** Notice of PID Assessment Lien Termination
- Exhibit L-1** Lot Type 1 Buyer Disclosure
- Exhibit L-2** Lot Type 2 Buyer Disclosure
- Exhibit L-3** Lot Type 3 Buyer Disclosure
- Exhibit L-4** Lot Type 4 Buyer Disclosure
- Exhibit L-5** Lot Type 5 Buyer Disclosure
- Exhibit L-6** Lot Type 6 Buyer Disclosure
- Exhibit L-7** Lot Type 7 Buyer Disclosure
- Exhibit L-8** Lot Type 8 Buyer Disclosure

Exhibit L-9 Lot Type 9 Buyer Disclosure

The following Appendices are attached to and made a part of this Service and Assessment Plan for all purposes:

Appendix A Engineering Report

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EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION



FIELD NOTES FOR

A 415.361 ACRE TRACT OF LAND, SITUATED IN THE W. CALDWELL SURVEY, SECTION NO. 66, ABSTRACT NO. 162, IN THE E. KIRKLAND SURVEY, ABSTRACT NO. 458 AND IN THE J.P. SHERWOOD SURVEY, OF TRAVIS COUNTY, TEXAS BEING A PORTION OF THE REMNANT PORTION OF A CALLED 62 1/2 ACRE TRACT CONVEYED TO EMIL A. & MARIE BOHLS, RECORDED IN VOLUME 871, PAGE 488 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF THE REMNANT PORTION OF A CALLED 5.00 ACRE TRACT DATED MARCH 14, 1978 AND ALL OF THE REMNANT PORTION OF A CALLED 5.00 ACRE TRACT, DATED JULY 26, 1974, BOTH CONVEYED TO JAMES R. BOHLS, RECORDED IN VOLUME 10951, PAGE 53 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 63.147 ACRE TRACT CONVEYED TO USRLP PFLUGERVILLE, LLC, RECORDED IN DOCUMENT NO. 202001897 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING THE REMNANT PORTION OF A CALLED 281.80 ACRE TRACT CONVEYED TO CACTUS COMMERCIAL SOUTH, LP RECORDED IN DOCUMENT NO. 2014095553 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 1.374 ACRE TRACT OF LAND AS DEFINED IN "EXHIBIT A" IN CONTRACT FOR EXCHANGE OF REAL PROPERTY, IN AN UNRECORDED DOCUMENT BETWEEN TIMMERMAN FARMS, LTD., AND CACTUS COMMERCIAL SOUTH, LP. SAID 415.361 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at an iron rod with cap marked "McGray & McGray" found in the north right-of-way line of Pecan Street East, a variable width right-of-way, said point being the southeast corner of the Remnant Portion of said 5.00-acre tract dated July 26, 1974, also being the southwest terminus of Wiess Lane, a variable width right-of-way, for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE N 62°24'35" W, with the north right-of-way line of said Pecan Street East, same being the south boundary line of said 5.00-acre tract dated July 26, 1974, a distance of **782.17 feet** to a 3/8" iron rod found at the southwest corner of said 5.00-acre tract dated July 26, 1974, same being the southeast corner of said 63.147-acre tract for an angle point in the south boundary line hereof;

THENCE N 62°40'06" W, with the north right-of-way of said Pecan Street East, same being the south boundary line of said 63.147-acre tract, a distance of **836.85 feet** to a 3/8" iron rod found for an angle point hereof;

THENCE N 27°19'54" E, with the east right-of-way of said Pecan Street East, same being the west boundary line of said 63.147-acre tract, a distance of **39.47 feet** to a 1/2" iron rod found for an angle point hereof;

THENCE N 62°40'06" W, with the north right-of-way of said Pecan Street East, same being the south boundary line of said 63.147-acre tract, a distance of **914.44 feet** to an iron rod with cap marked "TXDOT" found at a point in the northeast right-of-way line of Texas Toll Road 130, a variable width right-of-way recorded in Document Numbers 2004003227, 2004009078, and 2004016877 of the Official Public Records of said county for a point at the southernmost southwest corner and point of non-tangent curvature hereof;

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telephone: 512-454-8711 address: 10861 NORTH MOPAC EXPRESSWAY, BUILDING 3 - SUITE 200 AUSTIN, TX 78759 website: PAPE-DAWSON.COM
Austin | San Antonio | Houston | Fort Worth | Dallas | New Braunfels | Texas Engineering Firm #470 Texas Surveying Firm #1002802

THENCE along the arc of a curve to the right, with the northeast right-of-way line of said Texas Toll Road 130, same being the southwest boundary line of said 63.147-acre tract, said curve having a radius of **100.00 feet**, a central angle of **48°30'37"**, a chord bearing and distance of **N 38°24'44" W, 82.16 feet**, an arc length of **84.67 feet** to an iron rod with cap marked "TXDOT" found at a point of non-tangency hereof;

THENCE N 14°09'23" W, with the northeast right-of-way line of said Texas Toll Road 130, same being the southwest boundary line of said 63.147-acre tract, a distance of **1246.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point in the northeast right-of-way line of said Texas Toll Road 130, said point being the northwest corner of said 63.147-acre tract, same being the southwest corner of the Remnant Portion of said 281.80-acre tract for an angle point hereof;

THENCE N 14°02'32" W, continuing with the northeast right-of-way line of said Texas Toll Road 130, same being the southwest boundary line of the Remnant Portion of said 281.80-acre tract, a distance of **892.18 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point in the west boundary line hereof;

THENCE N 22°26'44" W, continuing with the northeast right-of-way line of said Texas Toll Road 130, same being the southwest boundary line of the Remnant Portion of said 281.80-acre tract, a distance of **340.35 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on point in the northeast right-of-way line of said Texas Toll Road 130, said point being the southeast corner of a called 1.450-acre exchange tract as defined as "Exhibit C" in the aforementioned Contract For Exchange Of Real Property, same being a southwest corner of the Remnant Portion of said 281.80-acre tract for the westernmost southwest corner hereof;

THENCE N 27°36'39" E, departing the east right-of-way line of said Texas Toll Road 130, with the west boundary line of the Remnant Portion of said 281.80-acre tract, same being the east boundary line of said 1.450-acre tract, a distance of **647.26 feet** to an ½" iron rod with yellow cap marked "Pape-Dawson" set at the northeast corner of said 1.450-acre tract, same being the southwest ell corner of the Remnant Portion of said 281.80-acre tract for a point of non-tangent curvature hereof;

THENCE along the arc of a curve to the left, with a south boundary line of the Remnant Portion of said 281.80-acre tract, same being the north boundary line of said 1.450-acre tract, said curve having a radius of **755.00 feet**, a central angle of **08°37'38"**, a chord bearing and distance of **N 80°41'44" W, 113.58 feet**, for an arc length of **113.68 feet** to an ½" iron rod with yellow cap marked "Pape-Dawson" set at a southeast ell corner of the Remnant Portion of said 281.80-acre tract, same being the northwest corner of said 1.450-acre tract, same being a point in the east boundary line of the aforementioned 1.374-acre exchange tract for a southeast ell corner hereof;

THENCE S 27°36'39" W, with the east boundary line of said 1.374-acre tract, same being the west boundary line of said 1.450-acre tract, a distance of **10.85 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the west boundary line of said 1.450-acre tract, same being the east boundary line of said 1.374-acre tract, said point being a north corner of a Remnant Portion of a called 97 ½-acre tract conveyed to Timmerman Farms Ltd., recorded in Document No. 2004240371 of the Official Public Records of Travis County, Texas for a point of non-tangent curvature and southeast corner hereof;

THENCE with the south boundary line of said 1.374-acre tract, same being the north boundary line of a Remnant Portion of said 97 ½-acre tract the following three (3) courses and distances:

1. along the arc of a curve to the left, having a radius of **745.00 feet**, a central angle of **18°20'58"**, a chord bearing and distance of **S 85°29'43" W, 237.58 feet**, for an arc length of **238.59 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof,
2. **S 76°19'13" W**, a distance of **88.38 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of curvature hereof, and
3. along the arc of a curve to the left, having a radius of **40.00 feet**, a central angle of **26°30'49"**, a chord bearing and distance of **S 63°03'49" W, 18.35 feet**, for an arc length of **18.51 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point in the northeast right-of-way line of said Texas Toll Road 130, said point being the south corner of said 1.374-acre tract, same being the west corner of a Remnant Portion of said 97 ½-acre tract for the westernmost southwest corner hereof;

THENCE N 14°13'15" W, with the northeast right-of-way line of said Texas Toll Road 130, same being the southwest boundary line of said 1.374-acre tract, a distance of **328.35 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the northeast right-of-way line of said Texas Toll Road 130, said point being the south corner of a Remnant Portion of said 97 ½-acre tract, same being the westernmost northwest corner of said 1.374-acre tract for a point of non-tangent curvature for the westernmost northwest corner hereof;

THENCE along a the arc of a curve to the left, departing the northeast right-of-way line of said Texas Toll Road 130, with the north boundary line of said 1.374-acre tract, same being the south boundary line of a Remnant Portion of said 97 ½-acre tract, said curve having a radius of **390.00 feet**, a central angle of **55°42'25"**, a chord bearing and distance of **S 64°13'08" E, 364.43 feet**, for an arc length of **379.19 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of reverse curvature hereof;

THENCE along a reverse curve to the right, continuing with the north boundary line of said 1.374-acre tract, same being the south boundary line of a Remnant Portion of said 97 ½-acre tract, said curve having a radius of **855.00 feet**, a central angle of **09°49'44"**, a chord bearing and distance of **S 87°09'29" E, 146.49 feet**, for an arc length of **146.67 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point on the west boundary line of a called 1.185-acre exchange tract as defined as "Exhibit B" in the aforementioned Contract For Exchange Of Real Property for a northwest ell corner hereof;

THENCE S 27°36'39" W, with the east boundary line of said 1.450-acre tract, same being the west boundary line of said 11.85-acre tract, a distance of **10.64 feet** to a $\frac{1}{8}$ " iron rod with yellow cap marked "Pape-Dawson" found on a point in a north boundary line of the Remnant Portion of said 281.80-acre tract, said point being the southwest corner of said 1.185-acre tract for a northeast ell corner hereof;

THENCE along the arc of a curve to the right, with a north boundary line of the Remnant Portion of said 281.80-acre tract, same being the south boundary line of said 1.185-acre tract, said curve having a radius of **845.00 feet**, a central angle of **07°37'22"**, a chord bearing and distance of **S 78°40'39" E, 112.34 feet**, for an arc length of **112.42 feet** to a $\frac{1}{8}$ " iron rod with yellow cap marked "Pape-Dawson" set at a northwest ell corner of the Remnant Portion of said 281.80-acre tract, same being the southeast corner of said 1.185-acre tract for a northwest ell corner hereof;

THENCE N 27°36'39" E, with a west boundary line of the Remnant Portion of said 281.80-acre tract, same being the east boundary line of said 1.185-acre tract, a distance of **465.68 feet** to a $\frac{1}{8}$ " iron rod found at a northwest ell corner of said 281.80-acre tract, same being a southeast corner of a Remnant Portion of said 97 $\frac{1}{2}$ -acre tract for a northwest ell corner hereof;

THENCE N 27°10'10" E, with the west boundary line of said 281.80-acre tract, same being the east boundary line of said 97 $\frac{1}{2}$ -acre tract, a distance of **2143.06 feet** to a $\frac{1}{8}$ " iron rod found in the east boundary line of said 97 $\frac{1}{2}$ -acre tract, same being a northwest corner of said 281.80-acre tract, also being the southwest corner of a called 11.00-acre tract recorded in Volume 7607, Page 974 of the Deed Records of Travis County, Texas, conveyed to Bob and Emma Nicholas in Volume 11418, Page 1139 of the Real Property Records of Travis County, Texas for a northwest corner hereof;

THENCE S 62°58'15" E, departing the east boundary line of said 97 $\frac{1}{2}$ -acre tract, with a north boundary line of said 281.80-acre tract, same being the south boundary line of said 11.00-acre tract, a distance of **1362.04 feet** to a $\frac{1}{8}$ " iron rod found at the southeast corner of said 11.00 tract, same being a northwest ell corner of said 281.80-acre tract for a northwest ell corner hereof;

THENCE N 27°11'57" E, with the west boundary line of said 281.80-acre tract, same being the east boundary line of said 11.00-acre tract, with the east boundary line of called 7.00-acre tract recorded in Volume 7229, Page 224 of the Deed Records of Travis County, Texas, conveyed to Bob and Emma Nicholas in Volume 11418, Page 1139 of the Real Property Records of Travis County, Texas and in part with the east boundary line of a called 58.06-acre tract recorded in Volume 7082, Page 618 of the Deed Records of Travis County, Texas, conveyed to Bob and Emma Nicholas in Volume 11418, Page 1139 of the Real Property Records of Travis County, Texas a distance of **1078.82 feet** to a $\frac{1}{8}$ " iron rod with yellow cap marked "Pape-Dawson" set at a northwest corner of said 281.80-acre tract, same being a point in the east boundary line of said 58.06-acre tract for a northwest corner hereof;

THENCE S 58°15'32" E, with a north boundary line of said 281.80-acre tract, a distance of **29.68 feet** to a $\frac{1}{8}$ " iron rod with yellow cap marked "Pape-Dawson" set at the northwest corner of said 281.80-acre tract, same being a point in the said 50.68-acre tract, for a northwest ell corner hereof;

THENCE N 27°09'27" E, with the west boundary line of said 50.68-acre tract, a distance of **83.38 feet** to an iron rod with cap illegible cap found in the south right-of-way line of East Pflugerville Parkway, a variable width right-of-way, said point being the northernmost northwest corner of said 281.80-acre tract, same being a southwest corner of a called 144.291-acre tract conveyed to the City of Pflugerville recorded in Document No. 2002007069 of the Official Public Records of Travis County, Texas for the northernmost northwest corner hereof;

THENCE S 51°27'52" E, with the south right-of-way line of said East Pflugerville Parkway, same being the north boundary line of said 281.80-acre tract, a distance of **1215.02 feet** to an iron rod with cap illegible cap at a point of non-tangent curvature hereof;

THENCE along the arc of a curve to the left, continuing with the with the south right-of-way line of said East Pflugerville Parkway, same being the north boundary line of said 281.80-acre tract, said curve having a radius of **955.00 feet**, a central angle of **12°31'58"**, a chord bearing and distance of **S 57°43'49" E, 208.48 feet**, for an arc length of **208.89 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set at a point in the south right-of-way line of said East Pflugerville Parkway, said point being the northeast corner of said 281.80-acre tract, same being the northwest corner of a called 164.4-acre tract conveyed to Weiss Et. Al., recorded in Document No. 2001065236 of the Official Public Records of Travis County, Texas for the northeast corner hereof;

THENCE S 27°23'07" W, departing the south right-of-way line of said East Pflugerville Parkway, with the east boundary line of said 281.80-acre tract, same being the west boundary line of said 164.4-acre tract, a distance of **335.62 feet** to a ½" iron rod found at an angle point in the east boundary line of said 281.80-acre tract, said point being the southwest corner of said 164.4-acre tract, same being the northwest corner of a called 29.153-acre tract conveyed to Don & Gladys Weiss, recorded in Volume 5161, Page 1611 of the Deed Records of Travis County, Texas for an angle point hereof;

THENCE S 27°18'01" W, continuing with the east boundary line of said 281.80-acre tract, same being the west boundary line of said 29.153-acre tract, a distance of **901.50 feet** to a ½" iron rod found at an angle point in the east boundary line of said 281.80-acre tract, said point being the southwest corner of said 29.153-acre tract, same being the northwest corner of a called 32.290-acre tract conveyed to Don & Gladys Weiss, recorded in Document No. 2008172152 of the Official Public Records of Travis County, Texas for an angle point hereof;

THENCE S 27°17'05" W, continuing with the east boundary line of said 281.80-acre tract, same being the west boundary line of said 32.290-acre tract, a distance of **902.41 feet** to an iron rod with cap illegible cap found at an angle point in the east boundary line of said 281.80-acre tract, said point being the southwest corner of said 32.290-acre tract, same being the northwest corner of a called 32.290-acre tract conveyed to Weiss Et Al., recorded in Document No. 2001065238 of the Official Public Records of Travis County, Texas for an angle point hereof;

THENCE S 27°19'48" W, continuing with the east boundary line of said 281.80-acre tract, same being the west boundary line of said 32.290-acre tract, a distance of **910.68 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set at the northeast ell corner of said 281.80-acre tract, same being the southwest corner of said 32.290-acre tract for the northeast ell corner hereof;

THENCE S 62°41'06" E, with a north boundary line of said 281.80-acre tract, same being the south boundary line of said 32.290-acre tract, a distance of **698.90 feet** to an iron rod with illegible cap for an angle point in the north boundary line of said 281.80-acre tract, same being an angle point in the south boundary line of said 32.290-acre tract for an angle point hereof;

THENCE S 62°32'14" E, continuing with a north boundary line of said 281.80-acre tract, same being the south boundary line of said 32.290-acre tract, a distance of **792.78 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the east right-of-way line of said Weiss Lane, said point being the easternmost northeast corner of said 281.80-acre tract, same being the southwest corner of said 32.290-acre tract for the easternmost northeast corner hereof;

THENCE S 27°18'28" W, with the east boundary line of said 281.80-acre tract, same being the west boundary line of said Weiss Lane, a distance of **25.90 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set at the easternmost southeast corner of said 281.80-acre tract, same being the northeast corner of the Remnant Portion of a called 5.10-acre tract of land conveyed to Helen Noneman, recorded in Document No. 2012194992 of the Official Public Records of Travis County, Texas for the easternmost southeast corner hereof;

THENCE N 62°32'07" W, departing the west right-of-way line of said Weiss Lane, with a south boundary line of said 281.80-acre tract, same being the north boundary line of the Remnant Portion of said 5.10-acre tract, a distance of **792.38 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set at the northwest corner of the Remnant Portion of said 5.10-acre tract, same being a southeast ell corner of said 281.80-acre tract for a southeast ell corner hereof;

THENCE S 27°05'44" W, with the east boundary line of said 281.80-acre tract, same being the west boundary line of said 5.10-acre tract and the west boundary line of a called 62 ½-acre tract, conveyed to James R. Bolhs, recorded in Volume 871, Page 488 of the Deed Records of Travis County, Texas, a distance of **1334.58 feet** to a calculated point in the east boundary line of said 281.80-acre tract, same being the west boundary line of said 63.147-acre tract for a northeast ell corner hereof,

THENCE S 64°52'34" E, departing the east boundary line of said 63.147-acre tract, through the interior of said 62 ½-acre tract, a distance of **818.29 feet** to a calculated point in the west right-of-way line of aforementioned Weiss Lane for a northeast corner hereof;

THENCE with the west right-of-way line of said Weiss Lane, same being the east boundary line of the Remnant Portion of said 62 ½-acre tract, and, in part, with the east boundary line of the Remnant Portion of aforementioned 5.00-acre dated March 14, 1978 and, in part, with the east boundary line of the remnant portion of said 5.00-acre tract, dated July 26, 1974 the following six (6) courses and distances:

1. **S 26°45'52" W**, a distance of **881.76 feet** to an iron rod with cap marked "McGray & McGray" found for an angle point hereof,
2. **S 20°28'43" W**, a distance of **100.84 feet** to a calculated angle point hereof,

Transportation | Water Resources | Land Development | Surveying | Environmental

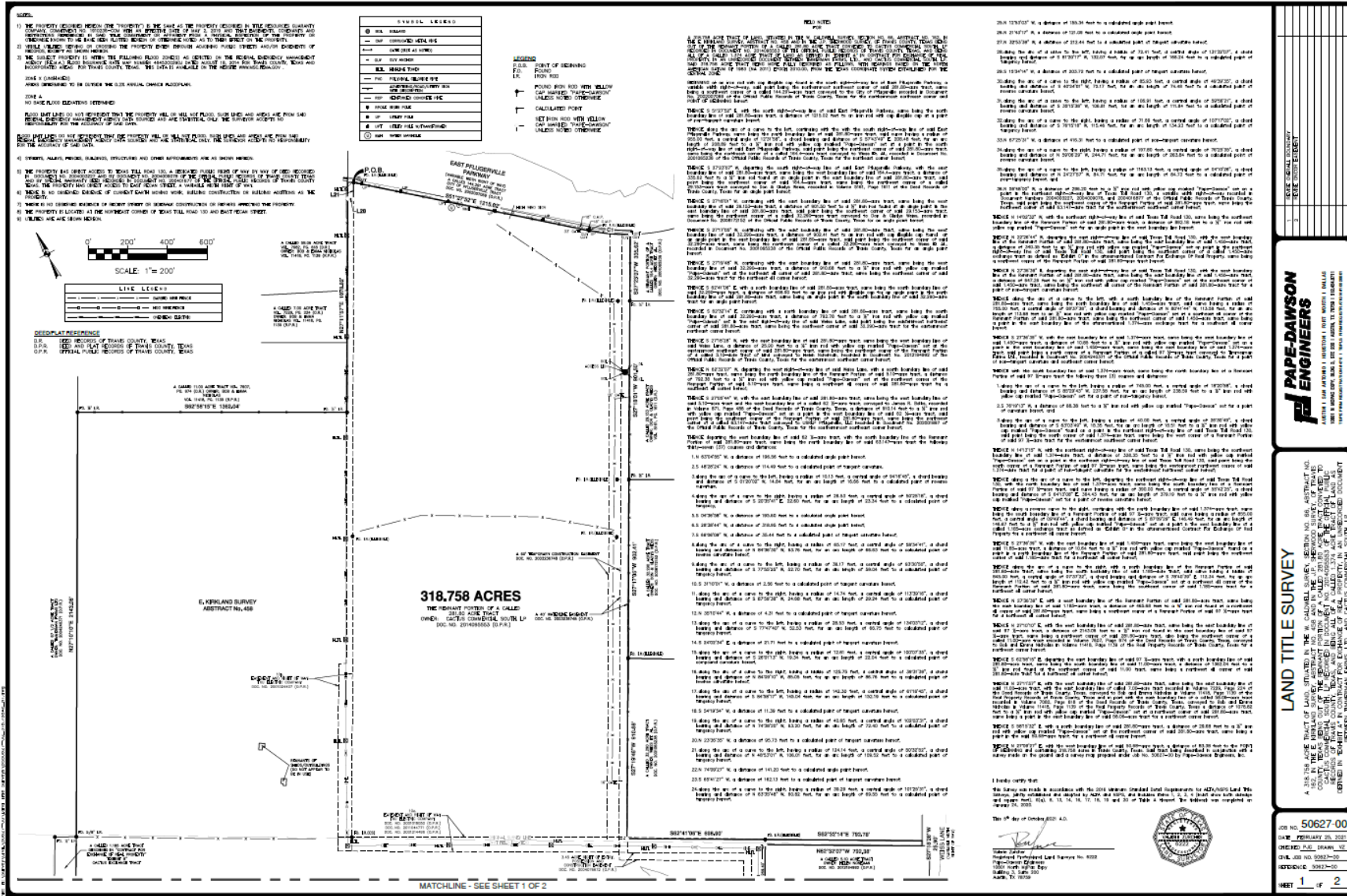
telephone: 512-454-8711 address: 10861 NORTH MOPAC EXPRESSWAY, BUILDING 3 - SUITE 200 AUSTIN, TX 78759 website: PAPE-DAWSON.COM
Austin | San Antonio | Houston | Fort Worth | Dallas | New Braunfels | Road Engineering PRR 0420 | Road Surveying PRR 41042802

3. **S 26°45'00" W**, a distance of **543.36 feet** to an iron rod with cap marked "McGray & McGray" found for an angle point hereof,
4. **N 62°14'15" W**, a distance of **13.08 feet** to an iron rod with cap marked "McGray & McGray" found for an angle point hereof,
5. **S 26°47'38" W**, a distance of **212.77 feet** to an iron rod with cap marked "McGray & McGray" found for an angle point hereof, and
6. **S 71°55'13" W**, a distance of **62.00 feet** to the **POINT OF BEGINNING** and containing **415.361 acres** in the City of Pflugerville in Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50627-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: March 4, 2021
JOB No.: 50627-00
DOCID.: H:\Survey\CIVIL\50627-00\Exhibits\Word\FNS0627-00_415.361Ac_PID.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION & BOUNDARY MAP



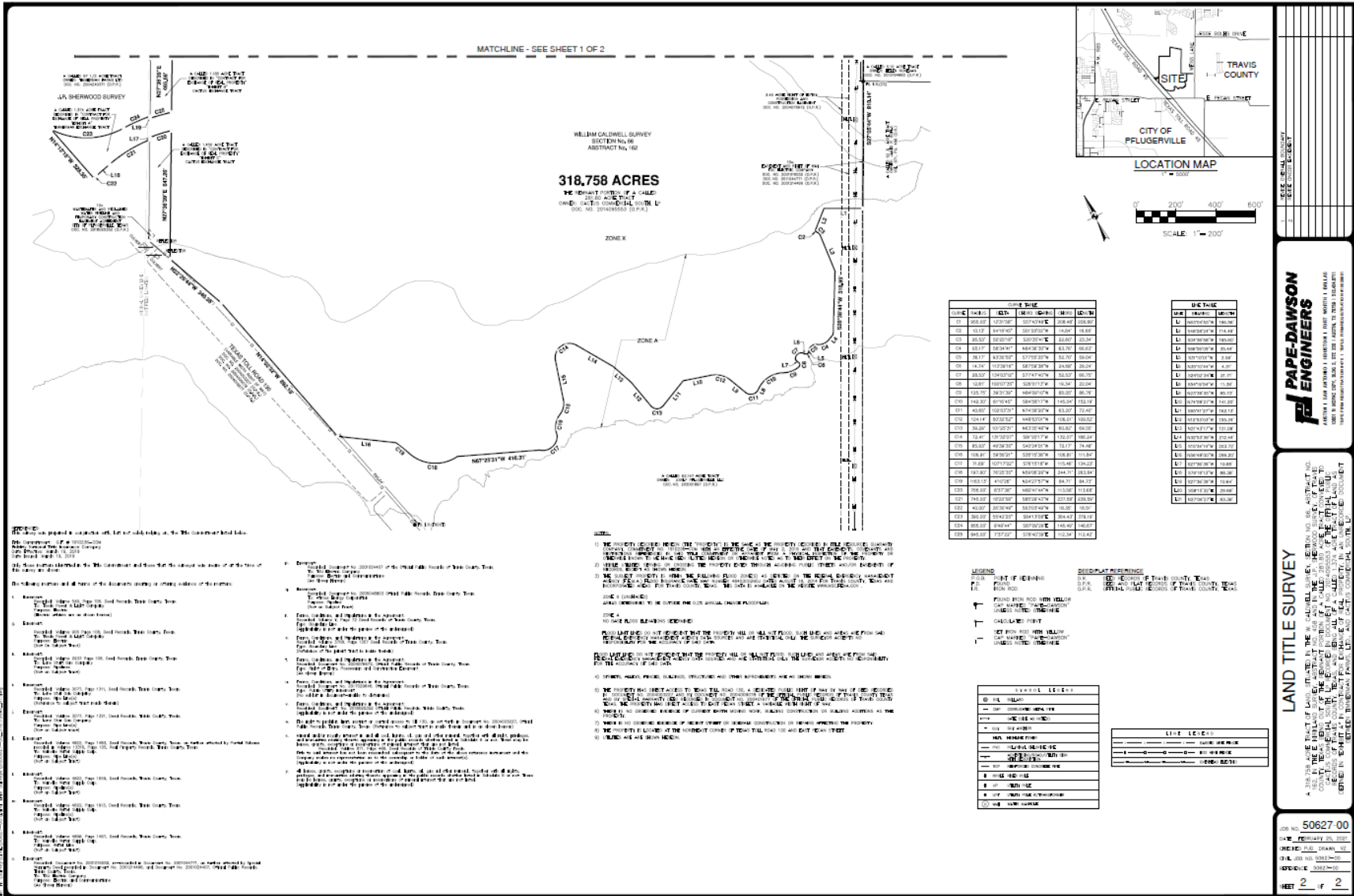
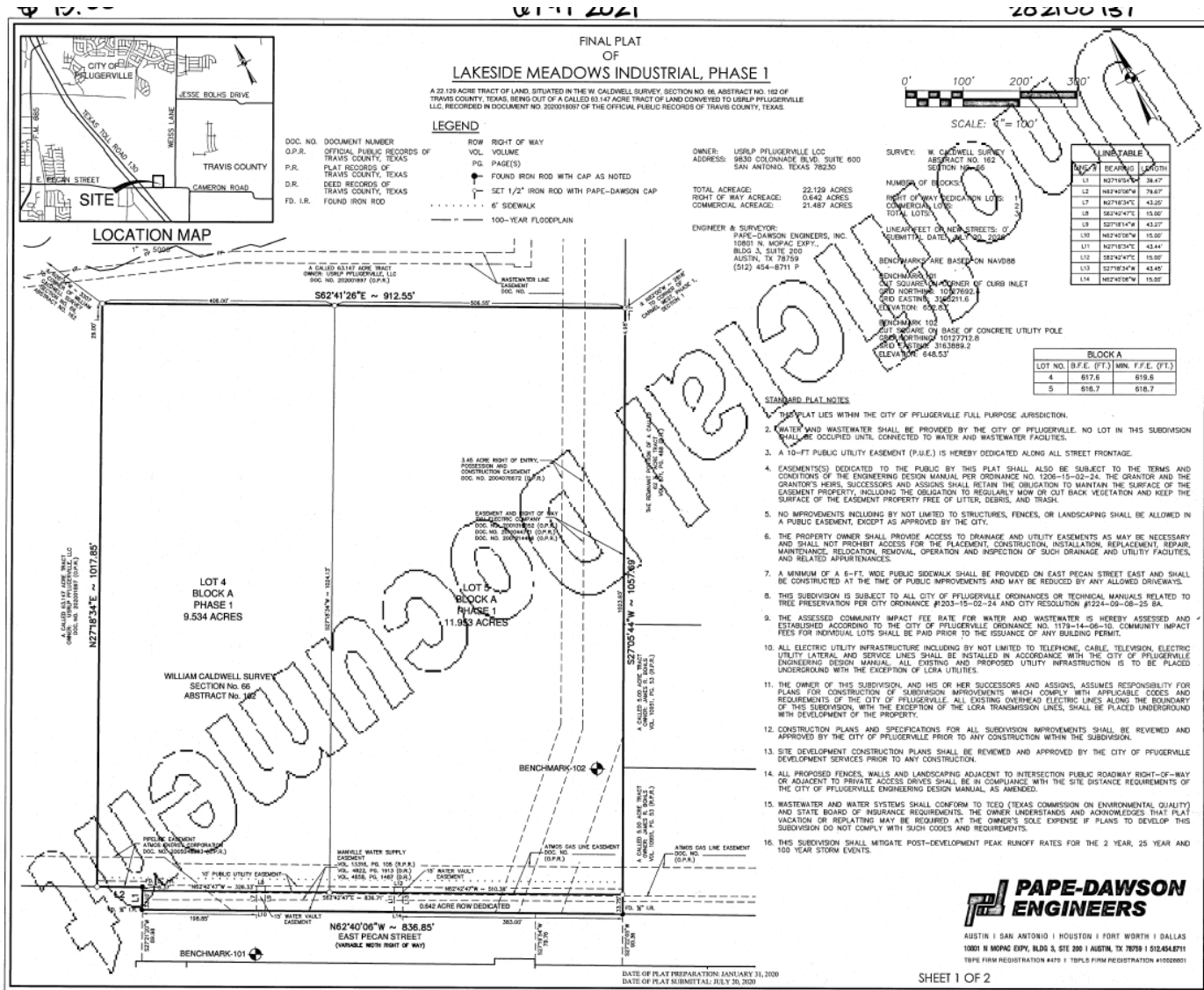
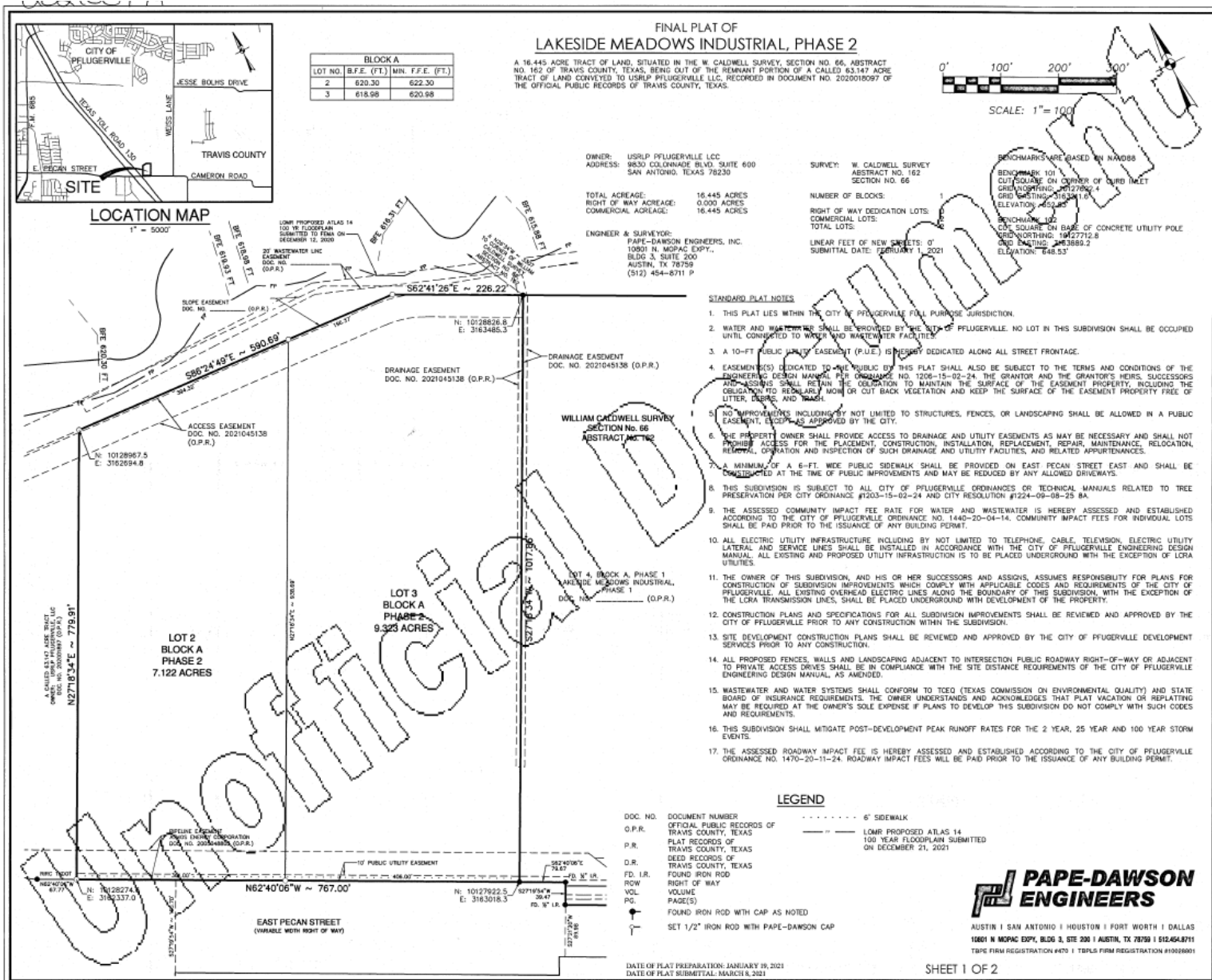


EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTIONS & BOUNDARY MAPS





11/20/21, 11/20/21

FINAL PLAT OF LAKESIDE MEADOWS INDUSTRIAL, PHASE 2

A 16.445 ACRE TRACT OF LAND, SITUATED IN THE W. CALDWELL SURVEY, SECTION NO. 66, ABSTRACT NO. 182 OF TRAVIS COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 63.147 ACRE TRACT OF LAND CONVEYED TO USRLP PFLUGERVILLE, LLC, RECORDED IN DOCUMENT NO. 2020018097 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF TRAVIS

KNOWN ALL MEN BY THESE PRESENTS

THAT USRLP PFLUGERVILLE, LLC, BEING THE OWNER OF A CALLED 63.147 ACRE TRACT OF LAND, CONVEYED IN DOCUMENT NO. 2020018097 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SITUATED IN THE W. CALDWELL SURVEY, SECTION NO. 66, ABSTRACT NO. 182 IN TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 16.445 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT, SUBJECT TO CHAPTER 212 OF THE TEXAS DEVELOPMENT CODE TO BE KNOWN AS "LAKESIDE MEADOWS INDUSTRIAL, PHASE 2" AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS, ALLEYS, PARKS, AND ADJACENTS SHOWN HEREON.

USRLP PFLUGERVILLE, LLC,
a Delaware limited liability company

By: US Regional Logistics Program, L.P.,
a Delaware limited liability company, its managing member

By: US RLP GP, LLC,
a Delaware limited liability company, its general partner

By: US Realco JV, LLC,
a Delaware limited liability company, its sole member

By: USAA Real Estate Company, L.P.,
a Delaware limited liability company, its managing member

By: *Bruce C. Petersen*
Name: **BRUCE C. PETERSEN**
Title: **Executive Managing Director**

STATE OF TEXAS
COUNTY OF BEKAR

This (original) instrument was acknowledged before me on March 15, 2021 by Bruce C. Petersen, Executive Managing Director of USAA Real Estate Company, a Delaware limited liability company, managing member of US Realco JV, LLC, a Delaware limited liability company, sole member of US RLP GP, L.P., a Delaware limited liability company, managing member of USRLP Pfluger, LLC, a Delaware limited liability company, on behalf of said company.

Given under my hand and seal of office this 15th day of March, 2021.

Melissa Williams
Notary Public, State of Texas



ENGINEER'S CERTIFICATION:

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP FIRM NO. 48453C0201, TRAVIS COUNTY, TEXAS DATED AUGUST 16, 2014.

I, JAMES A. HUFFOUT, JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

LAKESIDE MEADOWS INDUSTRIAL PHASE 2

James A. Huffout, Jr.
Name: **JAMES A. HUFFOUT, JR.**
Title: **Professional Engineer**

ENGINEERING BY:
PAPE-DAWSON ENGINEERS
10801 N. MOPAC EXPY.
BLDG. 3, SUITE 200
AUSTIN, TEXAS 78759
(512) 787599



SURVEYOR'S CERTIFICATION:

I, VALERE ZURCHER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBMISSION IS TRUE AND CORRECT. THE PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND. THAT ALL BOUNDARY CORNERS, ANGLE POINTS AND POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED ON THE GROUND AS SHOWN HEREON.

Valere Zurcher
Name: **VALERE ZURCHER**
Title: **Registered Professional Land Surveyor**

VALERE ZURCHER
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 6222
ENGINEERING BY:
PAPE-DAWSON ENGINEERS
10801 N. MOPAC EXPY.
BLDG. 3, SUITE 200
AUSTIN, TEXAS 78759
(512) 787599
STATE OF TEXAS



CITY CERTIFICATION:

APPROVED THIS 15th DAY OF March, 2021 BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: *Albert Young*

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

BY: *Edna Debeauvoir*
Name: **EDNA DEBEAUVOIR**
Title: **Planning Director**

ATTEST:
Karen Thompson
Name: **KAREN THOMPSON**
Title: **CITY SECRETARY**



I, DANA DEBEAUVOIR, CLERK OF THE TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 4th DAY OF August, 2021 A.D. AT 11:33 O'CLOCK A.M. AND DULY RECORD ON THE 4th DAY OF August, 2021 A.D. AT 11:33 O'CLOCK A.M. IN DOCUMENT NUMBER 202100174 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE 4th DAY OF August, 2021 A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: *Brittany Wellington*
Name: **BRITTANY WELLINGTON**
Title: **Deputy**



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N. MOPAC EXPY., BLDG. 3, STE. 200 | AUSTIN, TX 78759 | 512.454.8711
TYPE FIRM REGISTRATION #470 | TEPFLS FIRM REGISTRATION #10928601

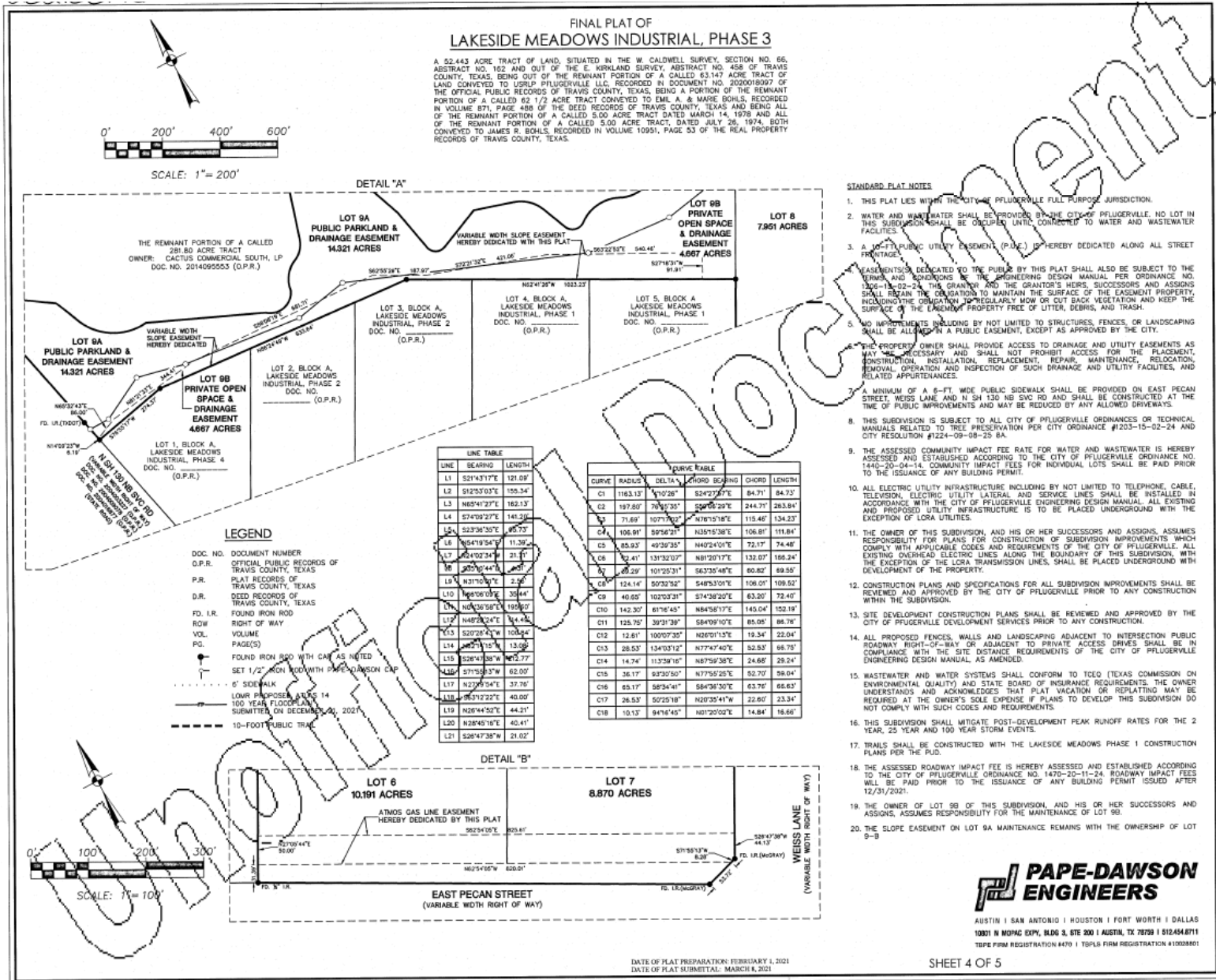
DATE OF PLAT PREPARATION: JANUARY 19, 2021
DATE OF PLAT SUBMITTAL: MARCH 8, 2021

SHEET 2 OF 2

LAKESIDE MEADOWS INDUSTRIAL, PHASE 2

Survey Job No. 50627-02

File No. 2021-00174 (Official Public Records) - Travis County, Texas (1/19/2021) - 11/20/21



**FINAL PLAT OF
LAKESIDE MEADOWS INDUSTRIAL, PHASE 3**

A 52.443 ACRE TRACT OF LAND, SITUATED IN THE W. CALDWELL SURVEY, SECTION NO. 66, ABSTRACT NO. 162 AND OUT OF THE E. KIRKLAND SURVEY, ABSTRACT NO. 458 OF TRAVIS COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 63.147 ACRE TRACT OF LAND CONVEYED TO USRP PFLUGERVILLE, LLC, RECORDED IN DOCUMENT NO. 2020018097 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE REMNANT PORTION OF A CALLED 62 1/2 ACRE TRACT CONVEYED TO DWL A & MARIE BOWLS, RECORDED IN VOLUME 871, PAGE 488 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS AND BEING ALL OF THE REMNANT PORTION OF A CALLED 5.00 ACRE TRACT DATED MARCH 14, 1978 AND ALL OF THE REMNANT PORTION OF A CALLED 5.00 ACRE TRACT, DATED JULY 26, 1974, BOTH CONVEYED TO JAMES R. BOLLS, RECORDED IN VOLUME 10951, PAGE 53 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF TRAVIS

KNOWN ALL MEN BY THESE PRESENTS

THAT, USRP PFLUGERVILLE, LLC, BEING THE OWNER OF A CALLED 63.147 ACRE TRACT OF LAND, CONVEYED IN DOCUMENT NO. 2020018097 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SITUATED IN THE W. CALDWELL SURVEY, SECTION NO. 66, ABSTRACT NO. 162 IN TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 52.443 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT, SUBJECT TO CHAPTER 212 OF THE TEXAS DEVELOPMENT CODE TO BE KNOWN AS "LAKESIDE MEADOWS INDUSTRIAL, PHASE 3" AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN HEREON.

USRP PFLUGERVILLE, LLC
a Delaware limited liability company

By: US Regional Logistics Program, L.P.,
a Delaware limited liability company, its managing member

By: US RLP GP, LLC
a Delaware limited liability company, its general partner

By: US Reico JV, LLC
a Delaware limited liability company, its sole member

By: USAA Real Estate Company, LLC,
a Delaware limited liability company, its managing member

By: David Buck
Name: **DAVID BUCK**
Title: **Executive Managing Director**

STATE OF TEXAS
COUNTY OF BEXAR

The foregoing instrument was acknowledged before me on July 8, 2021 by David A. USAA, CEO, USAA, Director of USAA Real Estate Company, a Delaware limited liability company, managing member of US Reico JV, LLC, a Delaware limited liability company, sole member of US RLP partnership, managing member of USRP Pflugerville, LLC, a Delaware limited liability company, on behalf of said company.

Given under my hand and seal of office this 8 day of July, 2021.

Deborah Smith
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF TRAVIS

KNOWN ALL MEN BY THESE PRESENTS

THAT, JAMES R. BOLLS, BEING THE OWNER OF A CALLED 62 1/2 ACRE TRACT OF LAND, BEING THE REMNANT PORTION OF A CALLED 62 1/2 ACRE TRACT, RECORDED IN VOLUME 871, PAGE 488 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS AND BEING ALL OF THE REMNANT PORTION OF A CALLED 5.00 ACRE TRACT DATED MARCH 14, 1978 AND ALL OF THE REMNANT PORTION OF A CALLED 5.00 ACRE TRACT, DATED JULY 26, 1974, BOTH CONVEYED TO JAMES R. BOLLS, RECORDED IN VOLUME 10951, PAGE 53 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SITUATED IN THE W. CALDWELL SURVEY, SECTION NO. 66, ABSTRACT NO. 162 IN TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 52.443 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT, SUBJECT TO CHAPTER 212 OF THE TEXAS DEVELOPMENT CODE TO BE KNOWN AS "LAKESIDE MEADOWS INDUSTRIAL, PHASE 3" AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN HEREON.

JAMES R. BOLLS

Name: James R. Bolts
Title: OWNER

STATE OF TEXAS
COUNTY OF TRAVIS

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

WITNESS MY HAND AND SEAL, IN MY OFFICE, THIS 12 DAY OF JULY, 2021.

Mary Helen Tello
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Mary Helen Tello
MY COMMISSION EXPIRES: 08/14/2024

ENGINEER'S CERTIFICATION:

A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP FIRM NO. 4845302230J, TRAVIS COUNTY, TEXAS DATED AUGUST 18, 2014.

I, JAMES A. HUFFCUT, JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

James A. Huffcut, Jr. 6-18-2021
Name: **JAMES A. HUFFCUT, JR.**
P.E. # 55253

ENGINEERING BY:
PAPE-DAWSON ENGINEERS
10801 N. MOHAC EXPY.
BLDG. 3, SUITE 200
AUSTIN, TEXAS 78759
(512) 78759

SURVEYOR'S CERTIFICATION:

I, VALERIE ZÜRCHER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, THAT ALL BOUNDARY CORNERS, ANGLE POINTS AND POINTS OF CURVATURE, AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED ON THE GROUND AS SHOWN HEREON.

Valerie Zürcher 08/18/2021
Name: **VALERIE ZÜRCHER**
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6222

SURVEYING BY:
PAPE-DAWSON ENGINEERS
10801 N. MOHAC EXPY.
BLDG. 3, SUITE 200
AUSTIN, TEXAS 78759
(512) 78759
STATE OF TEXAS

CITY CERTIFICATION:

APPROVED THIS 11 DAY OF AUGUST, 2021, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: Emily Basson
Name: **EMILY BASSON**, PLANNING DIRECTOR

ATTEST: Trisha Evans
Name: **TRISHA EVANS**, CITY SECRETARY

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

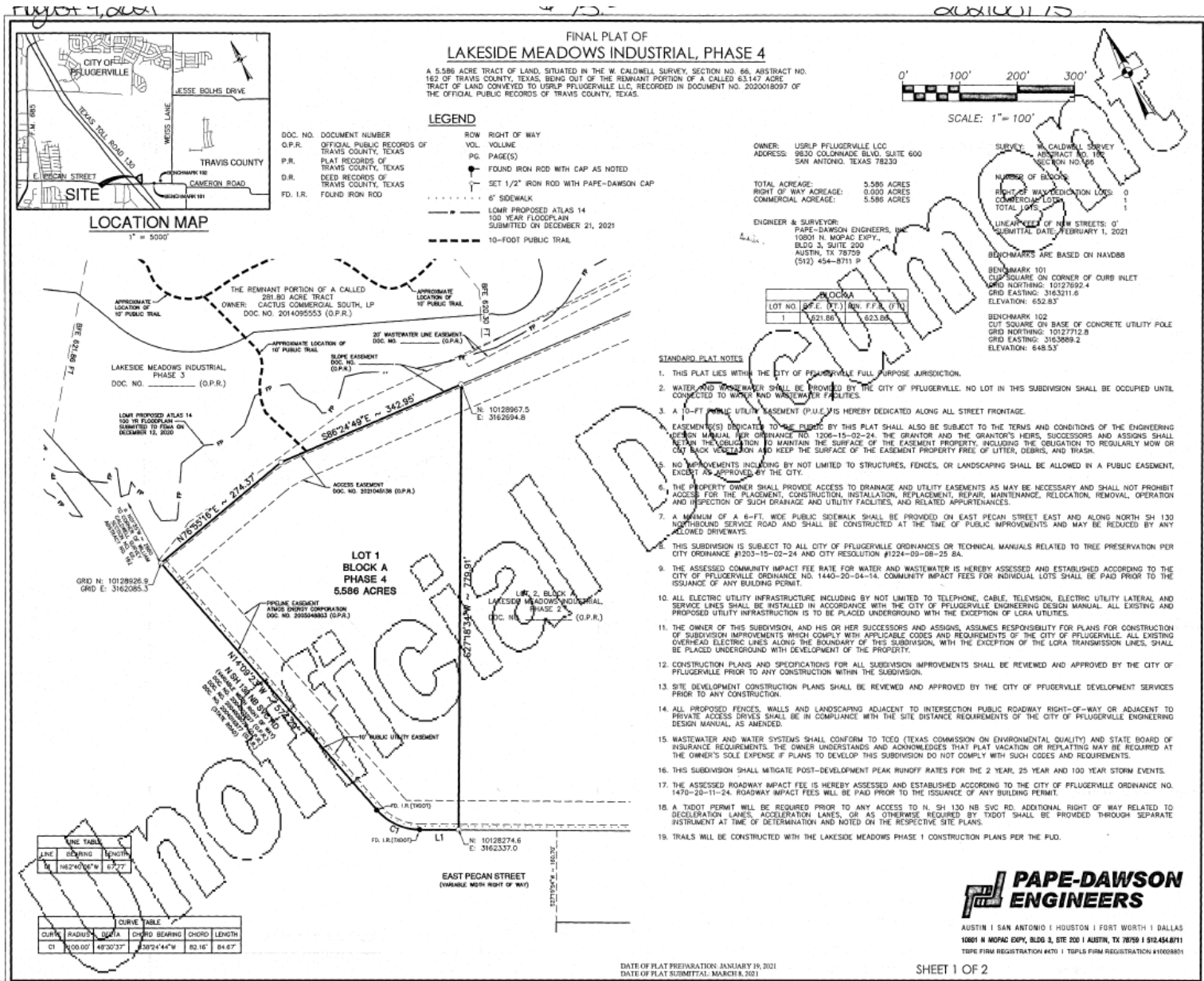
I, DANA DEBEAUVOR, CLERK OF THE TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 4th DAY OF August, 2021 A.D. AT 11:27 O'CLOCK A.M. AND DULY RECORDED ON THE 4th DAY OF August, 2021 A.D. AT 11:27 O'CLOCK A.M. IN DOCUMENT NUMBER 202100176 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE 4th DAY OF August, 2021 A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: Brittany Wellington
Name: **BRITTANY WELLINGTON**, DEPUTY

LAKESIDE MEADOWS INDUSTRIAL, PHASE 3
Survey Job No. 51224-05



00000000

FINAL PLAT OF LAKESIDE MEADOWS INDUSTRIAL, PHASE 4

A 5.586 ACRE TRACT OF LAND, SITUATED IN THE W. CALDWELL SURVEY, SECTION NO. 66, ABSTRACT NO. 162 OF TRAVIS COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 83.147 ACRE TRACT OF LAND CONVEYED TO USRLP PFLUGERVILLE, L.L.C. RECORDED IN DOCUMENT NO. 2020018097 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

THAT USRLP PFLUGERVILLE, L.L.C. BEING THE OWNER OF A CALLED 63.147 ACRE TRACT OF LAND, CONVEYED IN DOCUMENT NO. 2020018097 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SITUATED IN THE W. CALDWELL SURVEY, SECTION NO. 66, ABSTRACT NO. 162 IN TRAVIS COUNTY, TEXAS, DOES HEREBY SURVIVOR 5.586 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT, SUBJECT TO CHAPTER 212 OF THE TEXAS DEVELOPMENT CODE TO BE KNOWN AS "LAKESIDE MEADOWS INDUSTRIAL, PHASE 4" AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN HEREON.

USRLP PFLUGERVILLE, L.L.C.
a Delaware limited liability company

By: US Regional Logistics Program, L.P.,
a Delaware limited liability company, its managing member

By: US RLP GP, LLC
a Delaware limited liability company, its general partner

By: US Redco JV, LLC
a Delaware limited liability company, its sole member

By: USAA Real Estate Company, LLC,
a Delaware limited liability company, its managing member

By: David Buck
Name: **DAVID BUCK**
Title: **Executive Managing Director**

STATE OF TEXAS
COUNTY OF BEXAR

The foregoing instrument was acknowledged before me on May 7, 2021, by David S. Buck, Exec. Managing Director of USAA Real Estate Company, a Delaware limited liability company, managing member of US Redco JV, LLC, a Delaware limited liability company, sole member of US RLP partnership, managing member of USRLP Pflugerville, L.L.C., a Delaware limited liability company, on behalf of said company.

Given under my hand and seal of office this 7 day of MAY, 2021.

Mary Ann Santiago
Notary Public, State of Texas



ENGINEER'S CERTIFICATION:

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP FIRM No. 48453C0280A, TRAVIS COUNTY, TEXAS DATED AUGUST 18, 2014.

I, JAMES A. HUFFCUT, JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

James A. Huffcut, Jr.
JAMES A. HUFFCUT, JR. 05-08-55253



ENGINEERING BY:
PAPE-DAWSON ENGINEERS
10801 N. MOPAC EXPY.
BLDG. 3, SUITE 200
AUSTIN, TEXAS 78759
(512) 787559

SURVEYOR'S CERTIFICATION:

I, VALERIE ZÜRCHER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SURVEYING IS TRUE AND CORRECT; THIS PREMISED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THAT ALL BOUNDARY CORNERS, ANGLE POINTS AND POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED ON THE GROUND AS SHOWN HEREON.

Valerie Zürcher
VALERIE ZÜRCHER 05-05-6222



SURVEYING BY:
PAPE-DAWSON ENGINEERS
10801 N. MOPAC EXPY.
BLDG. 3, SUITE 200
AUSTIN, TEXAS 78759
(512) 787559
STATE OF TEXAS

CITY CERTIFICATION:

APPROVED THIS 20th DAY OF MAY, 2021, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

By: Emily Fisher

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

By: Emily Fisher
EMILY FISHER, PLANNING DIRECTOR

Attest: Karen Thompson
KAREN THOMPSON, CITY SECRETARY



I, DANA DEBEAUVOR, CLERK OF THE TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 4th DAY OF August, 2021 A.D. AT 11:25 O'CLOCK A.M. AND DULY RECORDED ON THE 4th DAY OF August, 2021 A.D. AT 11:25 O'CLOCK A.M. IN DOCUMENT NUMBER 202100175 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE 4th DAY OF August, 2021 A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

By: Brittany Wellington
DEPUTY
Brittany Wellington



Unofficial Document



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N. MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
THIS FIRM REGISTRATION #470 | TSP's FIRM REGISTRATION #10088801

DATE OF PLAT PREPARATION: JANUARY 19, 2021
DATE OF PLAT SUBMITTAL: MARCH 8, 2021

SHEET 2 OF 2

LAKESIDE MEADOWS INDUSTRIAL, PHASE 4
Survey Job No. 51724-04

EXHIBIT B – DISTRICT BOUNDARY MAP

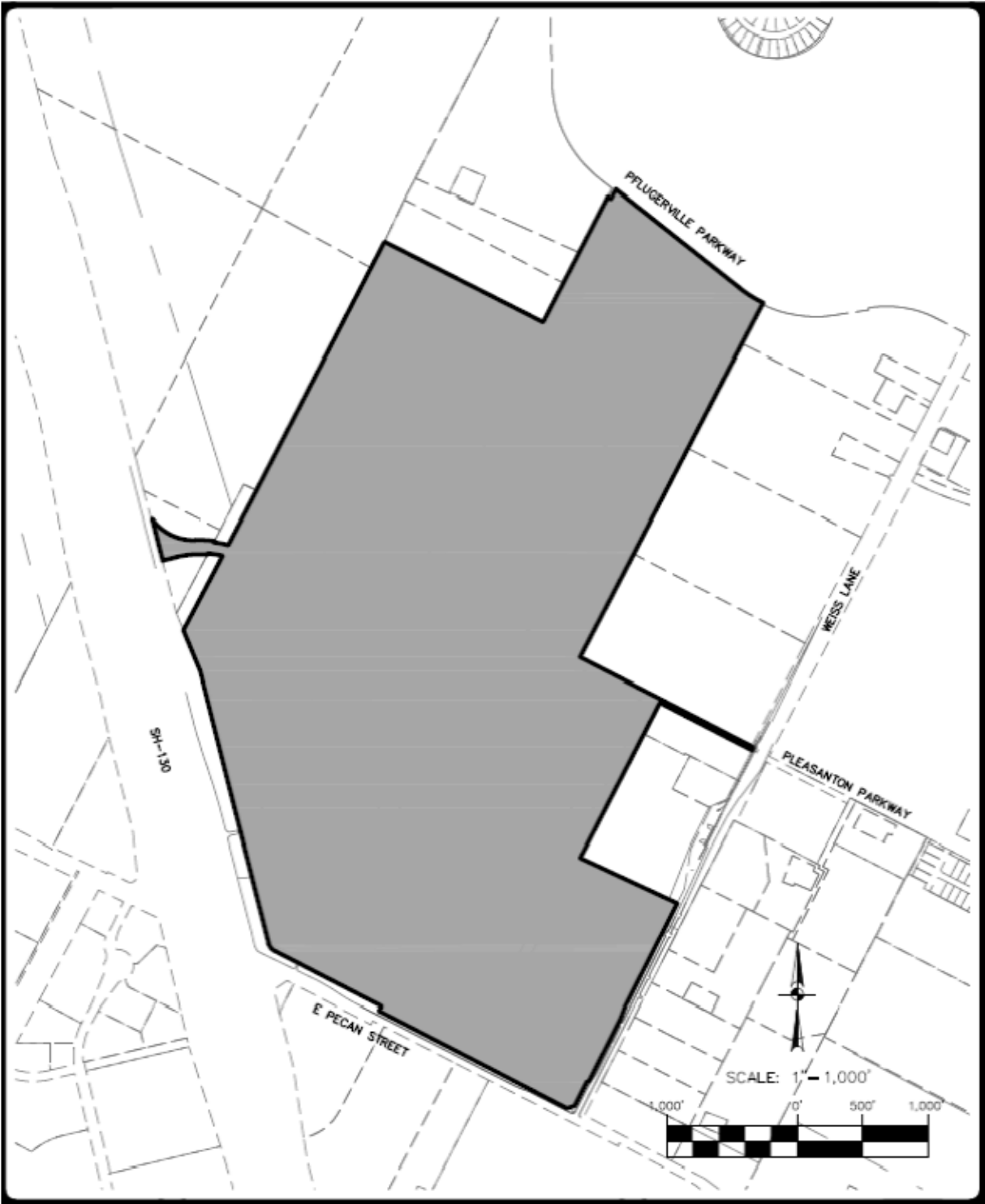


EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs [a]		Improvement Area #1 [b]				Improvement Area #2 [b]		
			IA#1 Assessed Parcels	Parcel 8	IA#1 Total				
Public Improvements									
Streets	\$ 9,776,925	93.30%	\$ 9,121,823	6.70%	\$ 655,102	100.00%	\$ 9,776,925	0.00%	\$ -
Water	1,006,764	93.30%	939,306	6.70%	67,458	100.00%	1,006,764	0.00%	-
Wastewater	887,873	93.30%	828,381	6.70%	59,492	100.00%	887,873	0.00%	-
Drainage & Detention [c]	2,553,589	84.17%	2,149,237	6.04%	154,352	90.21%	2,303,589	9.79%	250,000
Erosion Controls	165,375	93.30%	154,294	6.70%	11,081	100.00%	165,375	0.00%	-
Parks, Trails & Landscaping [d]	4,873,314	91.98%	4,482,430	6.61%	321,915	98.58%	4,804,344	1.42%	68,970
Offsite Water	974,073	73.25%	713,541	5.26%	51,244	78.51%	764,785	21.49%	209,288
Offsite Wastewater	1,778,917	73.25%	1,303,116	5.26%	93,586	78.51%	1,396,702	21.49%	382,215
Improvement Area #1 Soft Costs	283,621	93.30%	264,617	6.70%	19,004	100.00%	283,621	0.00%	-
Soft Costs	2,999,548	73.25%	2,197,269	5.26%	157,801	78.51%	2,355,070	21.49%	644,478
	<u>\$ 25,300,000</u>		<u>\$ 22,154,015</u>		<u>\$ 1,591,035</u>		<u>\$ 23,745,050</u>		<u>\$ 1,554,950</u>
Bond Issuance Costs [e][f]									
Debt Service Reserve Fund	\$ 2,220,638	94.01%	\$ 2,087,601	0.00%	\$ -	94.01%	\$ 2,087,601	5.99%	\$ 133,037
Capitalized Interest	-	94.01%	-	0.00%	\$ -	94.01%	\$ -	5.99%	-
Underwriter's Discount	846,780	94.01%	796,050	0.00%	\$ -	94.01%	\$ 796,050	5.99%	50,730
Cost of Issuance	1,693,560	94.01%	1,592,100	0.00%	\$ -	94.01%	\$ 1,592,100	5.99%	101,460
	<u>\$ 4,760,978</u>		<u>\$ 4,475,751</u>		<u>\$ -</u>		<u>\$ 4,475,751</u>		<u>\$ 285,227</u>
District Formation Expenses [f]									
District Formation Expenses	\$ 300,000	94.01%	\$ 282,027	0.00%	\$ -	94.01%	\$ 282,027	5.99%	\$ 17,973
	<u>\$ 300,000</u>		<u>\$ 282,027</u>		<u>\$ -</u>		<u>\$ 282,027</u>		<u>\$ 17,973</u>
First Year Annual Collection Costs [f]									
First Year Annual Collection Costs	\$ 45,000	94.01%	\$ 42,304	0.00%	\$ -	94.01%	\$ 42,304	5.99%	\$ 2,696
	<u>\$ 45,000</u>		<u>\$ 42,304</u>		<u>\$ -</u>		<u>\$ 42,304</u>		<u>\$ 2,696</u>
Total:	\$ 30,405,978		\$ 26,954,097		\$ 1,591,035		\$ 28,545,132		\$ 1,860,846

Notes:

[a] Costs determined by engineering report prepared by Pape-Dawson Engineers dated February 2024.

[b] Allocation of Public Improvements is determined by assessed value as shown on **Exhibit H-2** unless otherwise noted.

[c] The "Ironwood Pond Improvements" identified as such in the Engineering Report attached as **Appendix A** only provide benefit to Improvement Area #2 and as such, 100% of the costs (\$250,000) is allocated to Improvement Area #2.

[d] Improvement Area #2 is allocated approximately 21.49% of the costs of the entry monumenation (\$321,000), identified as such in the Engineering Report attached as **Appendix A**, based on assessed value as shown on **Exhibit H-2**.

[e] Bond Issuance Costs are estimates only and will be revised if and when PID Bonds are issued.

[f] Allocated pro rata based on total Assessment levied.

EXHIBIT D – SERVICE PLAN – FIVE YEAR PLAN

Lakeside Meadows Public Improvement District						
Annual Installments		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
<i>Improvement Area #1 Reimbursement Obligation</i>						
Principal		\$ 295,000.00	\$ 315,000.00	\$ 335,000.00	\$ 355,000.00	\$ 380,000.00
Interest		\$ 1,791,112.50	\$ 1,771,200.00	\$ 1,749,937.50	\$ 1,727,325.00	\$ 1,703,362.50
	[1]	\$ 2,086,112.50	\$ 2,086,200.00	\$ 2,084,937.50	\$ 2,082,325.00	\$ 2,083,362.50
Annual Collection Costs	[2]	\$ 25,000.00	\$ 25,500.00	\$ 26,010.00	\$ 26,530.20	\$ 27,060.80
Additional Interest [a]	[3]	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Installment	[4] = [1] + [2] + [3]	\$ 2,111,112.50	\$ 2,111,700.00	\$ 2,110,947.50	\$ 2,108,855.20	\$ 2,110,423.30
<i>Improvement Area #2 Reimbursement Obligation</i>						
Principal		\$ 19,000.00	\$ 20,000.00	\$ 21,000.00	\$ 23,000.00	\$ 24,000.00
Interest		\$ 114,142.50	\$ 112,860.00	\$ 111,510.00	\$ 110,092.50	\$ 108,540.00
	[1]	\$ 133,142.50	\$ 132,860.00	\$ 132,510.00	\$ 133,092.50	\$ 132,540.00
Annual Collection Costs	[2]	\$ 20,000.00	\$ 20,400.00	\$ 20,808.00	\$ 21,224.16	\$ 21,648.64
Additional Interest [a]	[3]	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Installment	[4] = [1] + [2] + [3]	\$ 153,142.50	\$ 153,260.00	\$ 153,318.00	\$ 154,316.66	\$ 154,188.64

Footnotes:

[a] Additional Interest will be collected if and when PID Bonds are issued.

EXHIBIT E – SERVICE PLAN – SOURCES AND USES

	Improvement Area #1	Parcel 8	Improvement Area #2	Total
Sources of Funds				
Improvement Area #1 Reimbursement Obligation	\$ 26,535,000	\$ -	\$ -	\$ 26,535,000
Improvement Area #2 Reimbursement Obligation	\$ -	\$ -	\$ 1,691,000	\$ 1,691,000
Developer Contribution [a]	\$ 419,097	\$ 1,591,035	\$ 169,846	\$ 2,179,978
Total Sources	\$ 26,954,097	\$ 1,591,035	\$ 1,860,846	\$ 30,405,978
Uses of Funds				
Public Improvements	\$ 22,154,015	\$ 1,591,035	\$ 1,554,950	\$ 25,300,000
	\$ 22,154,015	\$ 1,591,035	\$ 1,554,950	\$ 25,300,000
<i>District Formation Expenses</i>				
District Formation Expenses	\$ 282,027	\$ -	\$ 17,973	\$ 300,000
	\$ 282,027	\$ -	\$ 17,973	\$ 300,000
<i>Bond Issuance Costs [b]</i>				
Debt Service Reserve Fund	\$ 2,087,601	\$ -	\$ 133,037	\$ 2,220,638
Capitalized Interest	-	-	-	-
Underwriter Discount	796,050	-	50,730	846,780
Cost of Issuance	1,592,100	-	101,460	1,693,560
	\$ 4,475,751	\$ -	\$ 285,227	\$ 4,760,978
<i>First Year Annual Collection Costs</i>				
First Year Annual Collection Costs	\$ 42,304	\$ -	\$ 2,696	\$ 45,000
	\$ 42,304	\$ -	\$ 2,696	\$ 45,000
Total Uses	\$ 26,954,097	\$ 1,591,035	\$ 1,860,846	\$ 30,405,978

Notes:

[a] The Developer contribution represents costs expended or to be expended by the Developer to construct the Authorized Improvements in excess of the Improvement Area #1 Reimbursement Obligation and the Improvement Area #2 Reimbursement Obligation, including costs associated with Parcel 8. The Developer contribution is not reimbursable to the Developer.

[b] Bond Issuance Costs are estimates only and will be revised if and when PID Bonds are issued.

EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID	Description	Owner	Acres	Parcel	Outstanding Assessment [a] [b]	Annual Installment due 1/31/25 [b]
952102	ABS 458 SUR 7 KIRKLAND E ACR 47.7340	BRIGHTLAND HOMES LTD	47.734	1A	\$ 3,726,254.02	\$ 296,459.07
962755	ABS 458 SUR 7 KIRKLAND E ACR 29.090	MERITAGE HOMES OF TEXAS LLC	29.09	1B	\$ 2,552,228.78	\$ 203,054.16
952112	ABS 458 SUR 7 KIRKLAND E ACR 21.9130	BRIGHTLAND HOMES LTD	21.913	2	\$ 2,819,946.35	\$ 224,353.65
978013	ABS 458 SUR 7 KIRKLAND E ACR 3.709	BRIGHTLAND HOMES LTD	3.709	2	\$ 477,304.84	\$ 37,974.16
978014	ABS 458 SUR 7 KIRKLAND E ACR 3.107	BRIGHTLAND HOMES LTD	3.107	2	\$ 399,834.50	\$ 31,810.65
981295	ABS 162 SUR 66 CALDWELL W ACR 6.8527	LAKESIDE MEADOWS LLC	6.8527	3	\$ 1,745,724.48	\$ 138,889.04
967949	ABS 162 SUR 66 CALDWELL W ACR 26.0302	LAKESIDE MEADOWS LLC	26.0302	4	\$ 3,445,508.85	\$ 274,123.11
981233	LAKESIDE MEADOWS PHS 1 BLK C LOT 2	VATGA DEVELOPERS LLC	3.123	5	\$ 275,065.38	\$ 21,884.08
981234	LAKESIDE MEADOWS PHS 1 BLK C LOT 1	VATGA DEVELOPERS LLC	2.976	5	\$ 262,118.01	\$ 20,853.99
958053	ABS 458 SUR 7 KIRKLAND E ACR 2.636	VATGA DEVELOPERS LLC	2.636	6	\$ 242,765.57	\$ 19,314.32
958047	ABS 162 SUR 66 CALDWELL W ACR 18.676	VATGA DEVELOPERS LLC	18.676	7	\$ 4,805,336.34	\$ 382,310.37
987749 [c]	LAKESIDE 130 COMMERCIAL CONDOMINIUMS (COMMON AREA)	NP Lakeside 130 LLC	95.556	9	\$ 5,782,912.88	\$ 460,085.91
962757	ABS 458 SUR 7 KIRKLAND E ACR 0.7340	LAKESIDE MEADOWS LLC	0.734	Non-Benefited	\$ -	\$ -
981229	33.8372AC OF LAKESIDE MEADOWS PHS 1 AMD BLK Y LOT 3A (PARKLAND)	LAKESIDE MEADOWS LLC	33.8372	Non-Benefited	\$ -	\$ -
981231	LAKESIDE MEADOWS PHS 1 BLK X LOT 1	LAKESIDE MEADOWS LLC	2.635	Non-Benefited	\$ -	\$ -
981232	LAKESIDE MEADOWS PHS 1 BLK Y LOT 1	LAKESIDE MEADOWS LLC	12.864	Non-Benefited	\$ -	\$ -
981235	LAKESIDE MEADOWS PHS 1 BLK W LOT 1	LAKESIDE MEADOWS LLC	5.013	Non-Benefited	\$ -	\$ -
Total					\$ 26,535,000.00	\$ 2,111,112.50

Footnotes:

[a] Assessments are allocated among Parcels based on estimated buildout value as shown on **Exhibit H-1**. If a Parcel contains more than one property ID the Assessment amount allocable to that Parcel is allocated by acreage among the property IDs that compromise said Parcel.

[b] The total Outstanding Assessment or Annual Installment due 1/31/2025 may not sum due to rounding.

[c] The TCAD online map as of 3/28/2024 shows this property as 987744. The administrator will review which property IDs comprise Parcel 9 before distributing bills for Annual Installments due 1/31/2025 and adjust if necessary.

EXHIBIT F-2 - IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID	Description	Owner	Acres	Parcel	Outstanding Assessment [a] [b]	Annual Installment due 1/31/25 [b]
956587	LAKESIDE MEADOWS INDUSTRIAL PHS 2 BLK A LOT 2	DCV AUSTIN II LTD	7.122	10	\$ 163,888.44	\$ 14,842.27
956586	LAKESIDE MEADOWS INDUSTRIAL PHS 2 BLK A LOT 3	USRLP PFLUGERVILLE III LLC	9.323	10	\$ 245,859.63	\$ 22,265.85
956580	LAKESIDE MEADOWS INDUSTRIAL PHS 1 BLK A LOT 4	USRLP I PFLUGERVILLE LLC	9.534	10	\$ 245,859.63	\$ 22,265.85
956579	LAKESIDE MEADOWS INDUSTRIAL PHS 1 BLK A LOT 5	USRLP I PFLUGERVILLE LLC	11.953	10	\$ 245,859.63	\$ 22,265.85
956592	LAKESIDE MEADOWS INDUSTRIAL PHS 3 LOT 6	USRLP PFLUGERVILLE II LLC	10.191	10	\$ 226,409.38	\$ 20,504.38
956591	LAKESIDE MEADOWS INDUSTRIAL PHS 3 LOT 7	USRLP PFLUGERVILLE II LLC	8.87	10	\$ 224,580.09	\$ 20,338.71
956594	LAKESIDE MEADOWS INDUSTRIAL PHS 3 LOT 8	USRLP PFLUGERVILLE II LLC	7.951	10	\$ 243,270.93	\$ 22,031.41
956589	LAKESIDE MEADOWS INDUSTRIAL PHS 4 BLK A LOT 1	DCV AUSTIN II LTD	5.586	11	\$ 95,272.27	\$ 8,628.17
Total					\$ 1,691,000.00	\$ 153,142.50

Notes:

[a] Assessments are allocated among Parcels based on estimated buildout value as shown on **Exhibit H-1**. If a Parcel contains more than one property ID the Assessment amount allocable to that Parcel is allocated by acreage among the property IDs that compromise said Parcel.

[b] The total Outstanding Assessment or Annual Installment due 1/31/2025 may not sum due to rounding.

EXHIBIT G-1 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENT SCHEDULE

Improvement Area #1 Annual Installments				
Annual Installments Due 1/31	Principal	Interest [a]	Annual Collection Costs	Total Annual Installment [b]
2025	\$ 295,000.00	\$ 1,791,112.50	\$ 25,000.00	\$ 2,111,112.50
2026	\$ 315,000.00	\$ 1,771,200.00	\$ 25,500.00	\$ 2,111,700.00
2027	\$ 335,000.00	\$ 1,749,937.50	\$ 26,010.00	\$ 2,110,947.50
2028	\$ 355,000.00	\$ 1,727,325.00	\$ 26,530.20	\$ 2,108,855.20
2029	\$ 380,000.00	\$ 1,703,362.50	\$ 27,060.80	\$ 2,110,423.30
2030	\$ 405,000.00	\$ 1,677,712.50	\$ 27,602.02	\$ 2,110,314.52
2031	\$ 435,000.00	\$ 1,650,375.00	\$ 28,154.06	\$ 2,113,529.06
2032	\$ 465,000.00	\$ 1,621,012.50	\$ 28,717.14	\$ 2,114,729.64
2033	\$ 495,000.00	\$ 1,589,625.00	\$ 29,291.48	\$ 2,113,916.48
2034	\$ 530,000.00	\$ 1,556,212.50	\$ 29,877.31	\$ 2,116,089.81
2035	\$ 565,000.00	\$ 1,520,437.50	\$ 30,474.86	\$ 2,115,912.36
2036	\$ 600,000.00	\$ 1,482,300.00	\$ 31,084.36	\$ 2,113,384.36
2037	\$ 645,000.00	\$ 1,441,800.00	\$ 31,706.04	\$ 2,118,506.04
2038	\$ 685,000.00	\$ 1,398,262.50	\$ 32,340.17	\$ 2,115,602.67
2039	\$ 735,000.00	\$ 1,352,025.00	\$ 32,986.97	\$ 2,120,011.97
2040	\$ 785,000.00	\$ 1,302,412.50	\$ 33,646.71	\$ 2,121,059.21
2041	\$ 835,000.00	\$ 1,249,425.00	\$ 34,319.64	\$ 2,118,744.64
2042	\$ 890,000.00	\$ 1,193,062.50	\$ 35,006.04	\$ 2,118,068.54
2043	\$ 950,000.00	\$ 1,132,987.50	\$ 35,706.16	\$ 2,118,693.66
2044	\$ 1,015,000.00	\$ 1,068,862.50	\$ 36,420.28	\$ 2,120,282.78
2045	\$ 1,085,000.00	\$ 1,000,350.00	\$ 37,148.68	\$ 2,122,498.68
2046	\$ 1,160,000.00	\$ 927,112.50	\$ 37,891.66	\$ 2,125,004.16
2047	\$ 1,235,000.00	\$ 848,812.50	\$ 38,649.49	\$ 2,122,461.99
2048	\$ 1,320,000.00	\$ 765,450.00	\$ 39,422.48	\$ 2,124,872.48
2049	\$ 1,410,000.00	\$ 676,350.00	\$ 40,210.93	\$ 2,126,560.93
2050	\$ 1,505,000.00	\$ 581,175.00	\$ 41,015.15	\$ 2,127,190.15
2051	\$ 1,605,000.00	\$ 479,587.50	\$ 41,835.45	\$ 2,126,422.95
2052	\$ 1,715,000.00	\$ 371,250.00	\$ 42,672.16	\$ 2,128,922.16
2053	\$ 1,830,000.00	\$ 255,487.50	\$ 43,525.61	\$ 2,129,013.11
2054	\$ 1,955,000.00	\$ 131,962.50	\$ 44,396.12	\$ 2,131,358.62
Total	\$ 26,535,000.00	\$ 36,016,987.50	\$ 1,014,201.98	\$ 63,566,189.48

Notes:

[a] Interest is calculated at a rate of 6.75% for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-2 - IMPROVEMENT AREA #2 ANNUAL INSTALLMENT SCHEDULE

Improvement Area #2 Annual Installments				
Annual Installments Due 1/31	Annual Collection		Total Annual Installment [b]	
	Principal	Interest [a]	Costs	
2025	\$ 19,000.00	\$ 114,142.50	\$ 20,000.00	\$ 153,142.50
2026	\$ 20,000.00	\$ 112,860.00	\$ 20,400.00	\$ 153,260.00
2027	\$ 21,000.00	\$ 111,510.00	\$ 20,808.00	\$ 153,318.00
2028	\$ 23,000.00	\$ 110,092.50	\$ 21,224.16	\$ 154,316.66
2029	\$ 24,000.00	\$ 108,540.00	\$ 21,648.64	\$ 154,188.64
2030	\$ 26,000.00	\$ 106,920.00	\$ 22,081.62	\$ 155,001.62
2031	\$ 28,000.00	\$ 105,165.00	\$ 22,523.25	\$ 155,688.25
2032	\$ 29,000.00	\$ 103,275.00	\$ 22,973.71	\$ 155,248.71
2033	\$ 31,000.00	\$ 101,317.50	\$ 23,433.19	\$ 155,750.69
2034	\$ 34,000.00	\$ 99,225.00	\$ 23,901.85	\$ 157,126.85
2035	\$ 36,000.00	\$ 96,930.00	\$ 24,379.89	\$ 157,309.89
2036	\$ 38,000.00	\$ 94,500.00	\$ 24,867.49	\$ 157,367.49
2037	\$ 41,000.00	\$ 91,935.00	\$ 25,364.84	\$ 158,299.84
2038	\$ 44,000.00	\$ 89,167.50	\$ 25,872.13	\$ 159,039.63
2039	\$ 47,000.00	\$ 86,197.50	\$ 26,389.58	\$ 159,587.08
2040	\$ 50,000.00	\$ 83,025.00	\$ 26,917.37	\$ 159,942.37
2041	\$ 53,000.00	\$ 79,650.00	\$ 27,455.71	\$ 160,105.71
2042	\$ 57,000.00	\$ 76,072.50	\$ 28,004.83	\$ 161,077.33
2043	\$ 61,000.00	\$ 72,225.00	\$ 28,564.92	\$ 161,789.92
2044	\$ 65,000.00	\$ 68,107.50	\$ 29,136.22	\$ 162,243.72
2045	\$ 69,000.00	\$ 63,720.00	\$ 29,718.95	\$ 162,438.95
2046	\$ 74,000.00	\$ 59,062.50	\$ 30,313.33	\$ 163,375.83
2047	\$ 79,000.00	\$ 54,067.50	\$ 30,919.59	\$ 163,987.09
2048	\$ 84,000.00	\$ 48,735.00	\$ 31,537.99	\$ 164,272.99
2049	\$ 90,000.00	\$ 43,065.00	\$ 32,168.74	\$ 165,233.74
2050	\$ 96,000.00	\$ 36,990.00	\$ 32,812.12	\$ 165,802.12
2051	\$ 102,000.00	\$ 30,510.00	\$ 33,468.36	\$ 165,978.36
2052	\$ 109,000.00	\$ 23,625.00	\$ 34,137.73	\$ 166,762.73
2053	\$ 117,000.00	\$ 16,267.50	\$ 34,820.48	\$ 168,087.98
2054	\$ 124,000.00	\$ 8,370.00	\$ 35,516.89	\$ 167,886.89
Total	\$ 1,691,000.00	\$ 2,295,270.00	\$ 811,361.58	\$ 4,797,631.58

Notes:

[a] Interest is calculated at a rate of 6.75% for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H-1 – MAXIMUM ASSESSMENT PER LOT TYPE

Improvement Area #1										
Parcel	Lot Description	Lot Type	Units/SQ FT	Estimated Buildout Value Per Unit	Estimated Buildout Value	Total Assessment	Maximum Assessment per Unit/SQ FT	Average Annual Installment	Average Annual Installment per Unit/SQ FT	PID Equivalent Tax Rate
1A	Single Family Detached Lots	1	146	\$ 525,000	\$ 76,650,000	\$ 3,726,254	\$ 25,522.29	\$ 297,549	\$ 2,038.01	\$ 0.3882
1B	Single Family Detached Lots	1	100	\$ 525,000	\$ 52,500,000	\$ 2,552,229	\$ 25,522.29	\$ 203,801	\$ 2,038.01	\$ 0.3882
2	Single Family Detached Lots	2	169	\$ 450,000	\$ 76,050,000	\$ 3,697,086	\$ 21,876.25	\$ 295,220	\$ 1,746.86	\$ 0.3882
3	CCRC Campus	3	190	\$ 189,000	\$ 35,910,000	\$ 1,745,724	\$ 9,188.02	\$ 139,400	\$ 733.68	\$ 0.3882
4	Apartment Units	4	375	\$ 189,000	\$ 70,875,000	\$ 3,445,509	\$ 9,188.02	\$ 275,131	\$ 733.68	\$ 0.3882
5	Office/Retail - 1 - MX3	5	52,000	\$ 212.50	\$ 11,050,000	\$ 537,183	\$ 10.33	\$ 42,895	\$ 0.82	\$ 0.3882
6	Office/Retail - 2 - MX3	5	23,500	\$ 212.50	\$ 4,993,750	\$ 242,766	\$ 10.33	\$ 19,385	\$ 0.82	\$ 0.3882
7	Apartment Units	6	523	\$ 189,000	\$ 98,847,000	\$ 4,805,336	\$ 9,188.02	\$ 383,716	\$ 733.68	\$ 0.3882
9	Industrial Flex Space	7	862,000	\$ 138.00	\$ 118,956,000	\$ 5,782,913	\$ 6.71	\$ 461,777	\$ 0.54	\$ 0.3882
					\$ 545,831,750	\$ 26,535,000		\$ 2,118,873		

Improvement Area #2										
Parcel	Lot Description	Lot Type	SQ FT	Estimated Buildout Value Per Unit	Estimated Buildout Value	Total Assessment	Maximum Assessment per SQ FT	Average Annual Installment	Average Annual Installment per SQ FT	PID Equivalent Tax Rate
10	Industrial Flex Space - Building 2	8	112,437	\$ 138.00	\$ 15,516,306	\$ 163,888	\$ 1.46	\$ 15,499	\$ 0.14	\$ 0.0999
10	Industrial Flex Space - Building 3	8	168,674	\$ 138.00	\$ 23,277,012	\$ 245,860	\$ 1.46	\$ 23,251	\$ 0.14	\$ 0.0999
10	Industrial Flex Space - Building 4	8	168,674	\$ 138.00	\$ 23,277,012	\$ 245,860	\$ 1.46	\$ 23,251	\$ 0.14	\$ 0.0999
10	Industrial Flex Space - Building 5	8	168,674	\$ 138.00	\$ 23,277,012	\$ 245,860	\$ 1.46	\$ 23,251	\$ 0.14	\$ 0.0999
10	Industrial Flex Space - Building 6	8	155,330	\$ 138.00	\$ 21,435,540	\$ 226,409	\$ 1.46	\$ 21,412	\$ 0.14	\$ 0.0999
10	Industrial Flex Space - Building 7	8	154,075	\$ 138.00	\$ 21,262,350	\$ 224,580	\$ 1.46	\$ 21,239	\$ 0.14	\$ 0.0999
10	Industrial Flex Space - Building 8	8	166,898	\$ 138.00	\$ 23,031,924	\$ 243,271	\$ 1.46	\$ 23,007	\$ 0.14	\$ 0.0999
11	Office - Building 1	9	45,100	\$ 200.00	\$ 9,020,000	\$ 95,272	\$ 2.11	\$ 9,010	\$ 0.20	\$ 0.0999
					\$ 160,097,156	\$ 1,691,000		\$ 159,921		

EXHIBIT H-2 – ASSESSED VALUE OF THE DISTRICT

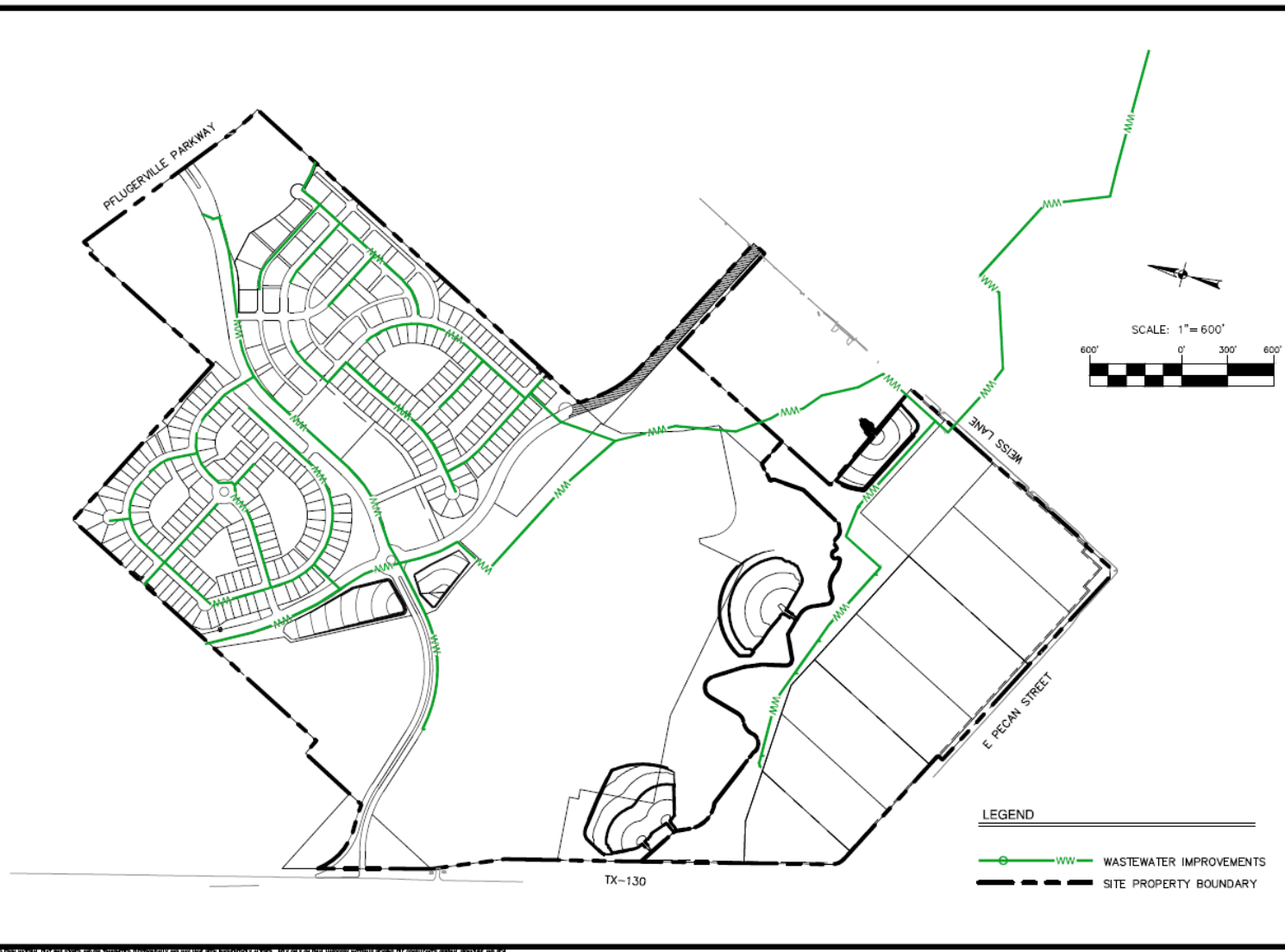
		Estimated Buildout Value	Improvement Area #1 Allocation	District Allocation
<i>Improvement Area #1</i>				
Assessed Parcels		\$ 545,831,750	93.30%	73.25%
Parcel 8		\$ 39,200,000	6.70%	5.26%
	[1]	\$ 585,031,750	100.00%	78.51%
<i>Improvement Area #2</i>				
Assessed Parcels		\$ 160,097,156	0.00%	21.49%
	[2]	\$ 160,097,156	0.00%	21.49%
District Total:	[3] = [1] + [2]	\$ 745,128,906	100.00%	100.00%

EXHIBIT I – MAPS OF AUTHORIZED IMPROVEMENTS



File: H:\Projects\2024\2024_PID\2024_Planetary\2024_Planetary_Improvement_Contract\20240221.dwg

FOR RECORD THIS PLAN PREPARED FROM INFORMATION THAT HAS BEEN PROVIDED AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT ONLY.



LAKESIDE MEADOWS
 CITY OF PFLUGERVILLE, TEXAS
 OVERALL WASTEWATER IMPROVEMENTS

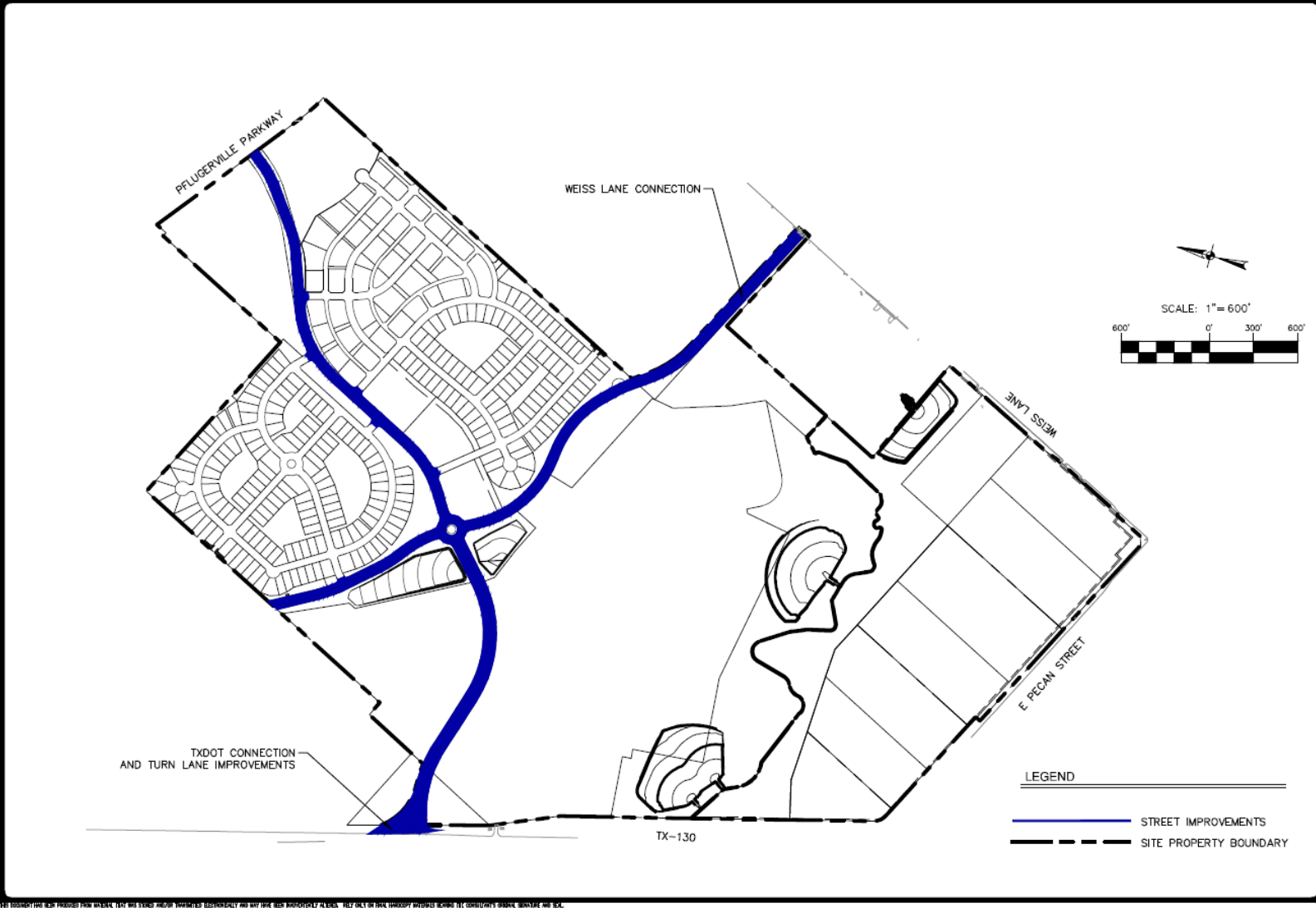
JOB NO.	
DATE	FEB 2024
DESIGNER	SYL
CHECKED	
DRAWN	SYL
SHEET	1 of 1

LAKESIDE MEADOWS
 CITY OF PFLUGERVILLE, TEXAS
OVERALL STORMDRAIN & DETENTION IMPROVEMENTS

JOB NO. 50627-01
 DATE FEB. 2024
 DESIGNER SYL
 CHECKED SYL
 DRAWN SYL
 SHEET 1 of 1



P:\Projects\2024\24-0000\24-0000 - Lakewood Meadows - Improvement - Lakewood Meadows.dwg



PAPE-DAWSON ENGINEERS
 15001 N. SAN ANTONIO | HOUSTON | TEXAS 77058 | TEL: 281.486.8800
 1500 N. WINDING LANE | SUITE 200 | AUSTIN, TEXAS 78701
 WWW.PAPE-DAWSON.COM | LICENSE #00000000000000000000000000000000

LAKESIDE MEADOWS
 CITY OF PFLUGERVILLE, TEXAS
 OVERALL STREET IMPROVEMENTS

JOB NO.	50627-01
DATE	FEB 2024
DESIGNER	SYL
CHECKED	
DRAWN	SYL
SHEET	1 of 1



LAKESIDE MEADOWS
 CITY OF PFLUGERVILLE, TEXAS
 OVERALL PARKS, OPEN SPACE, LANDSCAPE IMPROVEMENTS

JOB NO.	50627-01
DATE	FEB 2024
DESIGNER	SYL
CHECKED	SYL
DRAWN	SYL
SHEET	1 of 1

EXHIBIT J – MAP OF DISTRICT PARCELS

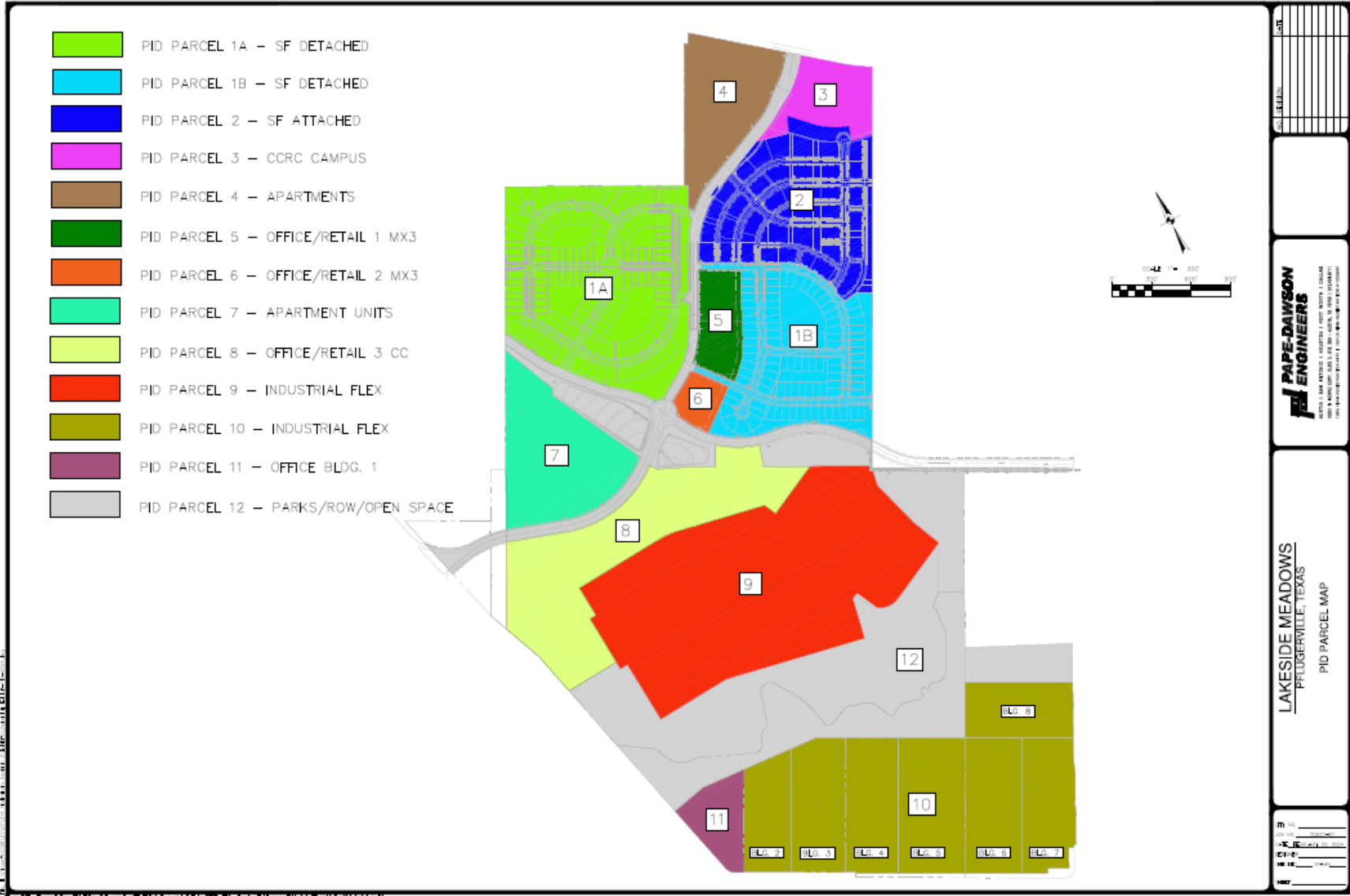


EXHIBIT K – NOTICE OF PID ASSESSMENT LIEN TERMINATION



P3Works, LLC
9824 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]

Travis County Clerk's Office
Honorable [County Clerk Name]
Nelda Wells Spears Building
5501 Airport Boulevard
Austin, TX 78751

Re: City of Pflugerville Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Pflugerville is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Pflugerville
Attn: [City Secretary]
100 E. Main Street
Pflugerville, TX 78660

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

Jon Snyder
P: (817) 393-0353
admin@p3-works.com

[legal description], a subdivision in Travis County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Travis County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Travis County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

CITY OF PFLUGERVILLE, TEXAS,

By: _____
[City Official Name], [City Official Title]

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [City Official Name], [City Official Title] for the City of Pflugerville, Texas, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT L-1 – LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF PFLUGERVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$25,522.29

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Pflugerville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lakeside Meadows Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Pflugerville. The exact amount of each annual installment will be approved each year by the Pflugerville City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Pflugerville.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 1

Lot Type 1 Annual Installments								
Annual Installments Due 1/31	Principal		Interest [a]		Annual Collection Costs	Total Annual Installment [b]		
2025	\$	283.74	\$	1,722.75	\$	24.05	\$	2,030.54
2026	\$	302.98	\$	1,703.60	\$	24.53	\$	2,031.11
2027	\$	322.21	\$	1,683.15	\$	25.02	\$	2,030.38
2028	\$	341.45	\$	1,661.40	\$	25.52	\$	2,028.37
2029	\$	365.50	\$	1,638.35	\$	26.03	\$	2,029.88
2030	\$	389.54	\$	1,613.68	\$	26.55	\$	2,029.77
2031	\$	418.40	\$	1,587.39	\$	27.08	\$	2,032.87
2032	\$	447.25	\$	1,559.15	\$	27.62	\$	2,034.02
2033	\$	476.11	\$	1,528.96	\$	28.17	\$	2,033.24
2034	\$	509.77	\$	1,496.82	\$	28.74	\$	2,035.33
2035	\$	543.44	\$	1,462.41	\$	29.31	\$	2,035.16
2036	\$	577.10	\$	1,425.73	\$	29.90	\$	2,032.73
2037	\$	620.38	\$	1,386.77	\$	30.50	\$	2,037.65
2038	\$	658.86	\$	1,344.90	\$	31.11	\$	2,034.86
2039	\$	706.95	\$	1,300.42	\$	31.73	\$	2,039.10
2040	\$	755.04	\$	1,252.71	\$	32.36	\$	2,040.11
2041	\$	803.13	\$	1,201.74	\$	33.01	\$	2,037.88
2042	\$	856.03	\$	1,147.53	\$	33.67	\$	2,037.23
2043	\$	913.74	\$	1,089.75	\$	34.34	\$	2,037.83
2044	\$	976.26	\$	1,028.07	\$	35.03	\$	2,039.36
2045	\$	1,043.59	\$	962.17	\$	35.73	\$	2,041.49
2046	\$	1,115.73	\$	891.73	\$	36.45	\$	2,043.90
2047	\$	1,187.87	\$	816.42	\$	37.17	\$	2,041.46
2048	\$	1,269.62	\$	736.24	\$	37.92	\$	2,043.78
2049	\$	1,356.19	\$	650.54	\$	38.68	\$	2,045.40
2050	\$	1,447.56	\$	558.99	\$	39.45	\$	2,046.01
2051	\$	1,543.74	\$	461.28	\$	40.24	\$	2,045.27
2052	\$	1,649.55	\$	357.08	\$	41.04	\$	2,047.67
2053	\$	1,760.16	\$	245.74	\$	41.86	\$	2,047.76
2054	\$	1,880.39	\$	126.93	\$	42.70	\$	2,050.01
Total	\$	25,522.29	\$	34,642.39	\$	975.49	\$	61,140.18

Footnotes:

[a] Interest is calculated at a rate of 6.75% for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT L-2 – LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF PFLUGERVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$21,876.25

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Pflugerville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lakeside Meadows Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Pflugerville. The exact amount of each annual installment will be approved each year by the Pflugerville City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Pflugerville.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 2

Lot Type 2 Annual Installments								
Annual Installments Due 1/31	Principal		Interest [a]		Annual Collection Costs	Total Annual Installment [b]		
2025	\$	243.21	\$	1,476.65	\$	20.61	\$	1,740.46
2026	\$	259.70	\$	1,460.23	\$	21.02	\$	1,740.95
2027	\$	276.18	\$	1,442.70	\$	21.44	\$	1,740.33
2028	\$	292.67	\$	1,424.06	\$	21.87	\$	1,738.60
2029	\$	313.28	\$	1,404.30	\$	22.31	\$	1,739.90
2030	\$	333.89	\$	1,383.16	\$	22.76	\$	1,739.81
2031	\$	358.63	\$	1,360.62	\$	23.21	\$	1,742.46
2032	\$	383.36	\$	1,336.41	\$	23.68	\$	1,743.45
2033	\$	408.09	\$	1,310.53	\$	24.15	\$	1,742.78
2034	\$	436.95	\$	1,282.99	\$	24.63	\$	1,744.57
2035	\$	465.80	\$	1,253.49	\$	25.12	\$	1,744.42
2036	\$	494.66	\$	1,222.05	\$	25.63	\$	1,742.34
2037	\$	531.76	\$	1,188.66	\$	26.14	\$	1,746.56
2038	\$	564.73	\$	1,152.77	\$	26.66	\$	1,744.17
2039	\$	605.96	\$	1,114.65	\$	27.20	\$	1,747.80
2040	\$	647.18	\$	1,073.75	\$	27.74	\$	1,748.66
2041	\$	688.40	\$	1,030.06	\$	28.29	\$	1,746.76
2042	\$	733.74	\$	983.60	\$	28.86	\$	1,746.20
2043	\$	783.21	\$	934.07	\$	29.44	\$	1,746.71
2044	\$	836.80	\$	881.20	\$	30.03	\$	1,748.02
2045	\$	894.51	\$	824.72	\$	30.63	\$	1,749.85
2046	\$	956.34	\$	764.34	\$	31.24	\$	1,751.92
2047	\$	1,018.17	\$	699.79	\$	31.86	\$	1,749.82
2048	\$	1,088.25	\$	631.06	\$	32.50	\$	1,751.81
2049	\$	1,162.45	\$	557.60	\$	33.15	\$	1,753.20
2050	\$	1,240.77	\$	479.14	\$	33.81	\$	1,753.72
2051	\$	1,323.21	\$	395.39	\$	34.49	\$	1,753.09
2052	\$	1,413.90	\$	306.07	\$	35.18	\$	1,755.15
2053	\$	1,508.71	\$	210.63	\$	35.88	\$	1,755.22
2054	\$	1,611.76	\$	108.79	\$	36.60	\$	1,757.16
Total	\$	21,876.25	\$	29,693.48	\$	836.14	\$	52,405.87

Footnotes:

[a] Interest is calculated at a rate of 6.75% for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT L-3 – LOT TYPE 3 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF PFLUGERVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: \$9,188.02

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Pflugerville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lakeside Meadows Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Pflugerville. The exact amount of each annual installment will be approved each year by the Pflugerville City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Pflugerville.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 3

Lot Type 3 Annual Installments						
Annual Installments Due 1/31	Principal		Interest [a]		Annual Collection Costs	Total Annual Installment [b]
2025	\$	102.15	\$	620.19	\$ 8.66	\$ 730.99
2026	\$	109.07	\$	613.30	\$ 8.83	\$ 731.20
2027	\$	116.00	\$	605.93	\$ 9.01	\$ 730.94
2028	\$	122.92	\$	598.10	\$ 9.19	\$ 730.21
2029	\$	131.58	\$	589.81	\$ 9.37	\$ 730.76
2030	\$	140.24	\$	580.93	\$ 9.56	\$ 730.72
2031	\$	150.62	\$	571.46	\$ 9.75	\$ 731.83
2032	\$	161.01	\$	561.29	\$ 9.94	\$ 732.25
2033	\$	171.40	\$	550.42	\$ 10.14	\$ 731.97
2034	\$	183.52	\$	538.85	\$ 10.35	\$ 732.72
2035	\$	195.64	\$	526.47	\$ 10.55	\$ 732.66
2036	\$	207.76	\$	513.26	\$ 10.76	\$ 731.78
2037	\$	223.34	\$	499.24	\$ 10.98	\$ 733.56
2038	\$	237.19	\$	484.16	\$ 11.20	\$ 732.55
2039	\$	254.50	\$	468.15	\$ 11.42	\$ 734.08
2040	\$	271.81	\$	450.97	\$ 11.65	\$ 734.44
2041	\$	289.13	\$	432.63	\$ 11.88	\$ 733.64
2042	\$	308.17	\$	413.11	\$ 12.12	\$ 733.40
2043	\$	328.95	\$	392.31	\$ 12.36	\$ 733.62
2044	\$	351.45	\$	370.10	\$ 12.61	\$ 734.17
2045	\$	375.69	\$	346.38	\$ 12.86	\$ 734.94
2046	\$	401.66	\$	321.02	\$ 13.12	\$ 735.81
2047	\$	427.63	\$	293.91	\$ 13.38	\$ 734.92
2048	\$	457.06	\$	265.05	\$ 13.65	\$ 735.76
2049	\$	488.23	\$	234.19	\$ 13.92	\$ 736.34
2050	\$	521.12	\$	201.24	\$ 14.20	\$ 736.56
2051	\$	555.75	\$	166.06	\$ 14.49	\$ 736.30
2052	\$	593.84	\$	128.55	\$ 14.78	\$ 737.16
2053	\$	633.66	\$	88.47	\$ 15.07	\$ 737.19
2054	\$	676.94	\$	45.69	\$ 15.37	\$ 738.01
Total	\$	9,188.02	\$	12,471.26	\$ 351.18	\$ 22,010.46

Footnotes:

[a] Interest is calculated at a rate of 6.75% for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT L-4 – LOT TYPE 4 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF PFLUGERVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: \$9,188.02

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Pflugerville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lakeside Meadows Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Pflugerville. The exact amount of each annual installment will be approved each year by the Pflugerville City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Pflugerville.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF TRAVIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 4

Lot Type 4 Annual Installments						
Annual Installments Due 1/31	Principal		Interest [a]		Annual Collection Costs	Total Annual Installment [b]
2025	\$	102.15	\$	620.19	\$ 8.66	\$ 730.99
2026	\$	109.07	\$	613.30	\$ 8.83	\$ 731.20
2027	\$	116.00	\$	605.93	\$ 9.01	\$ 730.94
2028	\$	122.92	\$	598.10	\$ 9.19	\$ 730.21
2029	\$	131.58	\$	589.81	\$ 9.37	\$ 730.76
2030	\$	140.24	\$	580.93	\$ 9.56	\$ 730.72
2031	\$	150.62	\$	571.46	\$ 9.75	\$ 731.83
2032	\$	161.01	\$	561.29	\$ 9.94	\$ 732.25
2033	\$	171.40	\$	550.42	\$ 10.14	\$ 731.97
2034	\$	183.52	\$	538.85	\$ 10.35	\$ 732.72
2035	\$	195.64	\$	526.47	\$ 10.55	\$ 732.66
2036	\$	207.76	\$	513.26	\$ 10.76	\$ 731.78
2037	\$	223.34	\$	499.24	\$ 10.98	\$ 733.56
2038	\$	237.19	\$	484.16	\$ 11.20	\$ 732.55
2039	\$	254.50	\$	468.15	\$ 11.42	\$ 734.08
2040	\$	271.81	\$	450.97	\$ 11.65	\$ 734.44
2041	\$	289.13	\$	432.63	\$ 11.88	\$ 733.64
2042	\$	308.17	\$	413.11	\$ 12.12	\$ 733.40
2043	\$	328.95	\$	392.31	\$ 12.36	\$ 733.62
2044	\$	351.45	\$	370.10	\$ 12.61	\$ 734.17
2045	\$	375.69	\$	346.38	\$ 12.86	\$ 734.94
2046	\$	401.66	\$	321.02	\$ 13.12	\$ 735.81
2047	\$	427.63	\$	293.91	\$ 13.38	\$ 734.92
2048	\$	457.06	\$	265.05	\$ 13.65	\$ 735.76
2049	\$	488.23	\$	234.19	\$ 13.92	\$ 736.34
2050	\$	521.12	\$	201.24	\$ 14.20	\$ 736.56
2051	\$	555.75	\$	166.06	\$ 14.49	\$ 736.30
2052	\$	593.84	\$	128.55	\$ 14.78	\$ 737.16
2053	\$	633.66	\$	88.47	\$ 15.07	\$ 737.19
2054	\$	676.94	\$	45.69	\$ 15.37	\$ 738.01
Total	\$	9,188.02	\$	12,471.26	\$ 351.18	\$ 22,010.46

Footnotes:

[a] Interest is calculated at a rate of 6.75% for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT L-5 – LOT TYPE 5 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF PFLUGERVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 5 PRINCIPAL ASSESSMENT: \$10.33 per Square Foot

As the purchaser of the real property described above, you are obligated to pay assessments to Pflugerville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lakeside Meadows Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Pflugerville. The exact amount of each annual installment will be approved each year by the Pflugerville City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Pflugerville.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF TRAVIS

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 5

Lot Type 5 Annual Installments						
Annual Installments Due 1/31	Principal		Interest [a]		Annual Collection Costs	Total Annual Installment [b]
2025	\$	0.11	\$	0.70	\$ 0.01	\$ 0.82
2026	\$	0.12	\$	0.69	\$ 0.01	\$ 0.82
2027	\$	0.13	\$	0.68	\$ 0.01	\$ 0.82
2028	\$	0.14	\$	0.67	\$ 0.01	\$ 0.82
2029	\$	0.15	\$	0.66	\$ 0.01	\$ 0.82
2030	\$	0.16	\$	0.65	\$ 0.01	\$ 0.82
2031	\$	0.17	\$	0.64	\$ 0.01	\$ 0.82
2032	\$	0.18	\$	0.63	\$ 0.01	\$ 0.82
2033	\$	0.19	\$	0.62	\$ 0.01	\$ 0.82
2034	\$	0.21	\$	0.61	\$ 0.01	\$ 0.82
2035	\$	0.22	\$	0.59	\$ 0.01	\$ 0.82
2036	\$	0.23	\$	0.58	\$ 0.01	\$ 0.82
2037	\$	0.25	\$	0.56	\$ 0.01	\$ 0.82
2038	\$	0.27	\$	0.54	\$ 0.01	\$ 0.82
2039	\$	0.29	\$	0.53	\$ 0.01	\$ 0.83
2040	\$	0.31	\$	0.51	\$ 0.01	\$ 0.83
2041	\$	0.33	\$	0.49	\$ 0.01	\$ 0.82
2042	\$	0.35	\$	0.46	\$ 0.01	\$ 0.82
2043	\$	0.37	\$	0.44	\$ 0.01	\$ 0.82
2044	\$	0.40	\$	0.42	\$ 0.01	\$ 0.83
2045	\$	0.42	\$	0.39	\$ 0.01	\$ 0.83
2046	\$	0.45	\$	0.36	\$ 0.01	\$ 0.83
2047	\$	0.48	\$	0.33	\$ 0.02	\$ 0.83
2048	\$	0.51	\$	0.30	\$ 0.02	\$ 0.83
2049	\$	0.55	\$	0.26	\$ 0.02	\$ 0.83
2050	\$	0.59	\$	0.23	\$ 0.02	\$ 0.83
2051	\$	0.62	\$	0.19	\$ 0.02	\$ 0.83
2052	\$	0.67	\$	0.14	\$ 0.02	\$ 0.83
2053	\$	0.71	\$	0.10	\$ 0.02	\$ 0.83
2054	\$	0.76	\$	0.05	\$ 0.02	\$ 0.83
Total	\$	10.33	\$	14.02	\$ 0.39	\$ 24.75

Footnotes:

[a] Interest is calculated at a rate of 6.75% for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT L-6 – LOT TYPE 6 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF PFLUGERVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 6 PRINCIPAL ASSESSMENT: \$9,188.02

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Pflugerville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lakeside Meadows Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Pflugerville. The exact amount of each annual installment will be approved each year by the Pflugerville City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Pflugerville.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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§

COUNTY OF TRAVIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 6

Lot Type 6 Annual Installments						
Annual Installments Due 1/31	Principal		Interest [a]		Annual Collection Costs	Total Annual Installment [b]
2025	\$	102.15	\$	620.19	\$ 8.66	\$ 730.99
2026	\$	109.07	\$	613.30	\$ 8.83	\$ 731.20
2027	\$	116.00	\$	605.93	\$ 9.01	\$ 730.94
2028	\$	122.92	\$	598.10	\$ 9.19	\$ 730.21
2029	\$	131.58	\$	589.81	\$ 9.37	\$ 730.76
2030	\$	140.24	\$	580.93	\$ 9.56	\$ 730.72
2031	\$	150.62	\$	571.46	\$ 9.75	\$ 731.83
2032	\$	161.01	\$	561.29	\$ 9.94	\$ 732.25
2033	\$	171.40	\$	550.42	\$ 10.14	\$ 731.97
2034	\$	183.52	\$	538.85	\$ 10.35	\$ 732.72
2035	\$	195.64	\$	526.47	\$ 10.55	\$ 732.66
2036	\$	207.76	\$	513.26	\$ 10.76	\$ 731.78
2037	\$	223.34	\$	499.24	\$ 10.98	\$ 733.56
2038	\$	237.19	\$	484.16	\$ 11.20	\$ 732.55
2039	\$	254.50	\$	468.15	\$ 11.42	\$ 734.08
2040	\$	271.81	\$	450.97	\$ 11.65	\$ 734.44
2041	\$	289.13	\$	432.63	\$ 11.88	\$ 733.64
2042	\$	308.17	\$	413.11	\$ 12.12	\$ 733.40
2043	\$	328.95	\$	392.31	\$ 12.36	\$ 733.62
2044	\$	351.45	\$	370.10	\$ 12.61	\$ 734.17
2045	\$	375.69	\$	346.38	\$ 12.86	\$ 734.94
2046	\$	401.66	\$	321.02	\$ 13.12	\$ 735.81
2047	\$	427.63	\$	293.91	\$ 13.38	\$ 734.92
2048	\$	457.06	\$	265.05	\$ 13.65	\$ 735.76
2049	\$	488.23	\$	234.19	\$ 13.92	\$ 736.34
2050	\$	521.12	\$	201.24	\$ 14.20	\$ 736.56
2051	\$	555.75	\$	166.06	\$ 14.49	\$ 736.30
2052	\$	593.84	\$	128.55	\$ 14.78	\$ 737.16
2053	\$	633.66	\$	88.47	\$ 15.07	\$ 737.19
2054	\$	676.94	\$	45.69	\$ 15.37	\$ 738.01
Total	\$	9,188.02	\$	12,471.26	\$ 351.18	\$ 22,010.46

Footnotes:

[a] Interest is calculated at a rate of 6.75% for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT L-7 – LOT TYPE 7 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF PFLUGERVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 7 PRINCIPAL ASSESSMENT: \$6.71 per Square Foot

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Pflugerville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lakeside Meadows Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Pflugerville. The exact amount of each annual installment will be approved each year by the Pflugerville City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Pflugerville.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 7

Lot Type 7 Annual Installments						
Annual Installments Due 1/31	Principal	Interest [a]	Annual Collection Costs	Total Annual Installment [b]		
2025	\$ 0.07	\$ 0.45	\$ 0.01	\$ 0.53		
2026	\$ 0.08	\$ 0.45	\$ 0.01	\$ 0.53		
2027	\$ 0.08	\$ 0.44	\$ 0.01	\$ 0.53		
2028	\$ 0.09	\$ 0.44	\$ 0.01	\$ 0.53		
2029	\$ 0.10	\$ 0.43	\$ 0.01	\$ 0.53		
2030	\$ 0.10	\$ 0.42	\$ 0.01	\$ 0.53		
2031	\$ 0.11	\$ 0.42	\$ 0.01	\$ 0.53		
2032	\$ 0.12	\$ 0.41	\$ 0.01	\$ 0.53		
2033	\$ 0.13	\$ 0.40	\$ 0.01	\$ 0.53		
2034	\$ 0.13	\$ 0.39	\$ 0.01	\$ 0.54		
2035	\$ 0.14	\$ 0.38	\$ 0.01	\$ 0.53		
2036	\$ 0.15	\$ 0.37	\$ 0.01	\$ 0.53		
2037	\$ 0.16	\$ 0.36	\$ 0.01	\$ 0.54		
2038	\$ 0.17	\$ 0.35	\$ 0.01	\$ 0.53		
2039	\$ 0.19	\$ 0.34	\$ 0.01	\$ 0.54		
2040	\$ 0.20	\$ 0.33	\$ 0.01	\$ 0.54		
2041	\$ 0.21	\$ 0.32	\$ 0.01	\$ 0.54		
2042	\$ 0.23	\$ 0.30	\$ 0.01	\$ 0.54		
2043	\$ 0.24	\$ 0.29	\$ 0.01	\$ 0.54		
2044	\$ 0.26	\$ 0.27	\$ 0.01	\$ 0.54		
2045	\$ 0.27	\$ 0.25	\$ 0.01	\$ 0.54		
2046	\$ 0.29	\$ 0.23	\$ 0.01	\$ 0.54		
2047	\$ 0.31	\$ 0.21	\$ 0.01	\$ 0.54		
2048	\$ 0.33	\$ 0.19	\$ 0.01	\$ 0.54		
2049	\$ 0.36	\$ 0.17	\$ 0.01	\$ 0.54		
2050	\$ 0.38	\$ 0.15	\$ 0.01	\$ 0.54		
2051	\$ 0.41	\$ 0.12	\$ 0.01	\$ 0.54		
2052	\$ 0.43	\$ 0.09	\$ 0.01	\$ 0.54		
2053	\$ 0.46	\$ 0.06	\$ 0.01	\$ 0.54		
2054	\$ 0.49	\$ 0.03	\$ 0.01	\$ 0.54		
Total	\$ 6.71	\$ 9.11	\$ 0.26	\$ 16.07		

Footnotes:

[a] Interest is calculated at a rate of 6.75% for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT L-8 – LOT TYPE 8 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF PFLUGERVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 8 PRINCIPAL ASSESSMENT: \$1.46 per Square Foot

As the purchaser of the real property described above, you are obligated to pay assessments tot the City of Pflugerville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lakeside Meadows Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Pflugerville. The exact amount of each annual installment will be approved each year by the Pflugerville City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Pflugerville.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 8

Lot Type 8 Annual Installments							
Annual Installments Due 1/31	Principal		Interest [a]		Annual Collection Costs		Total Annual Installment [b]
2025	\$	0.02	\$	0.10	\$	0.02	\$ 0.13
2026	\$	0.02	\$	0.10	\$	0.02	\$ 0.13
2027	\$	0.02	\$	0.10	\$	0.02	\$ 0.13
2028	\$	0.02	\$	0.09	\$	0.02	\$ 0.13
2029	\$	0.02	\$	0.09	\$	0.02	\$ 0.13
2030	\$	0.02	\$	0.09	\$	0.02	\$ 0.13
2031	\$	0.02	\$	0.09	\$	0.02	\$ 0.13
2032	\$	0.02	\$	0.09	\$	0.02	\$ 0.13
2033	\$	0.03	\$	0.09	\$	0.02	\$ 0.13
2034	\$	0.03	\$	0.09	\$	0.02	\$ 0.14
2035	\$	0.03	\$	0.08	\$	0.02	\$ 0.14
2036	\$	0.03	\$	0.08	\$	0.02	\$ 0.14
2037	\$	0.04	\$	0.08	\$	0.02	\$ 0.14
2038	\$	0.04	\$	0.08	\$	0.02	\$ 0.14
2039	\$	0.04	\$	0.07	\$	0.02	\$ 0.14
2040	\$	0.04	\$	0.07	\$	0.02	\$ 0.14
2041	\$	0.05	\$	0.07	\$	0.02	\$ 0.14
2042	\$	0.05	\$	0.07	\$	0.02	\$ 0.14
2043	\$	0.05	\$	0.06	\$	0.02	\$ 0.14
2044	\$	0.06	\$	0.06	\$	0.03	\$ 0.14
2045	\$	0.06	\$	0.05	\$	0.03	\$ 0.14
2046	\$	0.06	\$	0.05	\$	0.03	\$ 0.14
2047	\$	0.07	\$	0.05	\$	0.03	\$ 0.14
2048	\$	0.07	\$	0.04	\$	0.03	\$ 0.14
2049	\$	0.08	\$	0.04	\$	0.03	\$ 0.14
2050	\$	0.08	\$	0.03	\$	0.03	\$ 0.14
2051	\$	0.09	\$	0.03	\$	0.03	\$ 0.14
2052	\$	0.09	\$	0.02	\$	0.03	\$ 0.14
2053	\$	0.10	\$	0.01	\$	0.03	\$ 0.14
2054	\$	0.11	\$	0.01	\$	0.03	\$ 0.14
Total	\$	1.46	\$	1.98	\$	0.70	\$ 4.14

Footnotes:

[a] Interest is calculated at a rate of 6.75% for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT L-9 – LOT TYPE 9 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF PFLUGERVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 9 PRINCIPAL ASSESSMENT: \$2.11 per Square Foot

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Pflugerville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lakeside Meadows Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Pflugerville. The exact amount of each annual installment will be approved each year by the Pflugerville City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Pflugerville.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 9

Lot Type 9 Annual Installments						
Annual Installments Due 1/31	Principal		Interest [a]		Annual Collection Costs	Total Annual Installment [b]
2025	\$	0.02	\$	0.14	\$	0.19
2026	\$	0.02	\$	0.14	\$	0.19
2027	\$	0.03	\$	0.14	\$	0.19
2028	\$	0.03	\$	0.14	\$	0.19
2029	\$	0.03	\$	0.14	\$	0.19
2030	\$	0.03	\$	0.13	\$	0.19
2031	\$	0.03	\$	0.13	\$	0.19
2032	\$	0.04	\$	0.13	\$	0.19
2033	\$	0.04	\$	0.13	\$	0.19
2034	\$	0.04	\$	0.12	\$	0.20
2035	\$	0.04	\$	0.12	\$	0.20
2036	\$	0.05	\$	0.12	\$	0.20
2037	\$	0.05	\$	0.11	\$	0.20
2038	\$	0.05	\$	0.11	\$	0.20
2039	\$	0.06	\$	0.11	\$	0.20
2040	\$	0.06	\$	0.10	\$	0.20
2041	\$	0.07	\$	0.10	\$	0.20
2042	\$	0.07	\$	0.10	\$	0.20
2043	\$	0.08	\$	0.09	\$	0.20
2044	\$	0.08	\$	0.09	\$	0.20
2045	\$	0.09	\$	0.08	\$	0.20
2046	\$	0.09	\$	0.07	\$	0.20
2047	\$	0.10	\$	0.07	\$	0.20
2048	\$	0.10	\$	0.06	\$	0.21
2049	\$	0.11	\$	0.05	\$	0.21
2050	\$	0.12	\$	0.05	\$	0.21
2051	\$	0.13	\$	0.04	\$	0.21
2052	\$	0.14	\$	0.03	\$	0.21
2053	\$	0.15	\$	0.02	\$	0.21
2054	\$	0.15	\$	0.01	\$	0.21
Total	\$	2.11	\$	2.87	\$	5.99

Footnotes:

[a] Interest is calculated at a rate of 6.75% for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

APPENDIX A – ENGINEERING REPORT

LAKESIDE MEADOWS PUBLIC IMPROVEMENT DISTRICT

Engineering Report



February 2024



LAKESIDE MEADOWS PUBLIC IMPROVEMENT DISTRICT

Engineering Report

INTRODUCTION

The Lakeside Meadows development (residential and industrial sites) consists of approximately 415.361 acres located in southeast Pflugerville at the south-east intersection of East Pflugerville Parkway and TX-130, within the City of Pflugerville full-purpose jurisdiction. Lakeside Meadows Residential site includes eleven phases that include 419 single-family units, 750 multi-family units, mixed-use, hotel, and corporate campus. Lakeside Meadows Industrial site includes nine lots for campus industrial, commercial, and public parkland uses. The development is in the Wilbarger Creek watershed and does not lie within the Recharge or Transition Zone of the Edwards Aquifer. A location map has been included in Appendix A.

The 100-year floodplain as defined on the FEMA Panel No. 48453C0280J and 48453C0290J encroaches on the property. However, no proposed development will occur within the 100-year FEMA floodplain.

ZONING

The Lakeside Meadows project has obtained Planned Unit Development (PUD) zoning that was originally approved by the City of Pflugerville City Council on 1/28/2020 and amended in February 2022. The Lakeside Meadows PUD will regulate the development of the site.

DEVELOPMENT COST

An Engineer's opinion of probable cost has been prepared for all off-site and on-site infrastructure, as shown in Appendix B.

DEVELOPMENT IMPROVEMENTS

STREETS

Access to the site will be available via public street connections to TX-130 north-bound service road, E. Pecan Street, and E. Pflugerville Parkway. A public connection to Weiss Lane is also anticipated prior to full buildout of the development, however the timing of this construction is unknown due to right-of-way acquisition. Lakeside Meadows cross-sections for the internal streets will be in accordance with the

LAKESIDE MEADOWS PUBLIC IMPROVEMENT DISTRICT

Engineering Report

detailed sections provided in the PUD document and generally meet the City of Pflugerville standards for street classifications. Lakeside Meadows Industrial's internal streets are to be private streets. Improvements consist of concrete curb and gutter, concrete valley gutter, ramps, street lights, intersections, signage, revegetation of disturbed areas and streets will be designed with a flexible pavement section that consists of prepared subgrade, crushed limestone base, and hot mix asphaltic concrete pavement surface. Sidewalks will be constructed along all public roadways (excluding alleys) on both sides of the street. The development will also require additional traffic improvements as development activity progresses including turn lanes, traffic signals, and pro-rata mitigation at nearby intersections. As part of the permitting process for the proposed street connection to TX-130, a transaction with TXDOT will be required for the granting of access to the highway facilities. See Appendix F for a map of the street improvements for the Lakeside Meadows development.

WATER AND WASTEWATER UTILITIES

The project lies within the City of Pflugerville Water and Wastewater Utility service boundary. Water service will be provided via a 16" waterline as part of Lakeside Meadows Offsite Water located along Weiss Lane and E. Pecan St. that connects to existing 24" and 16" PVC City of Pflugerville water lines. Lakeside Meadows residential internal public water lines will be constructed with the subdivision improvements to provide service and circulation for the development. Lakeside Meadows Industrial water will be provided to the individual buildings by private water lines. The water distribution system will be designed to provide adequate domestic and fire flows in accordance with the City of Pflugerville design criteria. Improvements include trench excavation and embedment, trench safety, PVC pipes, manholes, and service connections. Lakeside Meadows Overall Water Improvements are shown in Appendix C.

Wastewater improvements will be provided via proposed 24", 12" and 8" PVC gravity wastewater lines as part of the Lakeside Meadows Offsite Wastewater Phase 1 & Phase 2 improvements, which will serve the northern residential development and the southern industrial development as outlined in the Lakeside Meadows PUD. Improvements also will include excavation and embankment, trench safety, manholes, and service connections. Internal wastewater lines serving the individual lots within the

LAKESIDE MEADOWS PUBLIC IMPROVEMENT DISTRICT

Engineering Report

residential development will be public lines located on standard assignment per the City of Pflugerville details and will be sized to meet City of Pflugerville design criteria for wastewater flows. Internal wastewater lines serving the lots within the industrial site will be private lines located throughout the site and will be sized to meet City of Pflugerville design criteria for wastewater flows. The Lakeside Meadows Wastewater Report was approved with the Preliminary Plan and includes the capacity calculations of the proposed collection lines. See Appendix D for Lakeside Meadows Wastewater Improvements Exhibit.

DRAINAGE / DETENTION

Lakeside Meadows Residential generally drains to the south and Lakeside Meadows Industrial drains north where it outfalls to Wilbarger Creek. There are two tributaries that collect the runoff from the site and flow east under Weiss Lane. In ultimate conditions, storm water runoff generated within the development will be conveyed by a system of curb and gutters, inlets, channels, concrete pipes and ponds to outfall into the tributaries. Detention ponds are proposed to mitigate the increase in runoff from the development. The resulting runoff will have no adverse impact to properties downstream. Lakeside Meadows Overall Storm Drain Exhibit is provided in this report as Appendix E.

PARKS, TRAILS, LANDSCAPING & OPEN SPACE

The Lakeside Meadows PUD includes a parkland plan for the development of parks, trails, landscaping, and open space. Improvements will include a cohesive trail system throughout the development, improved park areas for public use, entry monumentation/signage, and tree plantings along street corridors. The PUD also allows for developer participation in a future pedestrian bridge or tunnel crossing at Pflugerville Parkway to assist with pedestrian circulation to the adjacent Lake Pflugerville facilities. Lakeside Meadows Overall Parks, Trails, Landscaping & Open Space Exhibit is provided in this report as Appendix G.

EROSION CONTROLS

Construction techniques and standards will be compliant with the City of Pflugerville codes and standards. Typical erosion and sedimentation control measures to be utilized during construction

LAKESIDE MEADOWS PUBLIC IMPROVEMENT DISTRICT

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include silt fence, rock berms, stabilized construction entrances, inlet protection, soil retention blanket, diversion dike and hydromulching.

DEVELOPMENT SCHEDULE

Offsite Water and Wastewater – Constructed and Accepted by City of Pflugerville as of December 2022.

Lakeside Meadows Phase 1 – Under construction, anticipated completion April 2024.

Lakeside Meadows Phases 2, 4, and 5 – Under construction, anticipated completion July 2024.

Lakeside Meadows Phases 6, 7, 8, 9, 10 and 11 – Anticipated to begin construction late 2024 with full buildout completion in 2028.

Lakeside 130 Industrial – Building 3 under construction, anticipated completion May 2024.

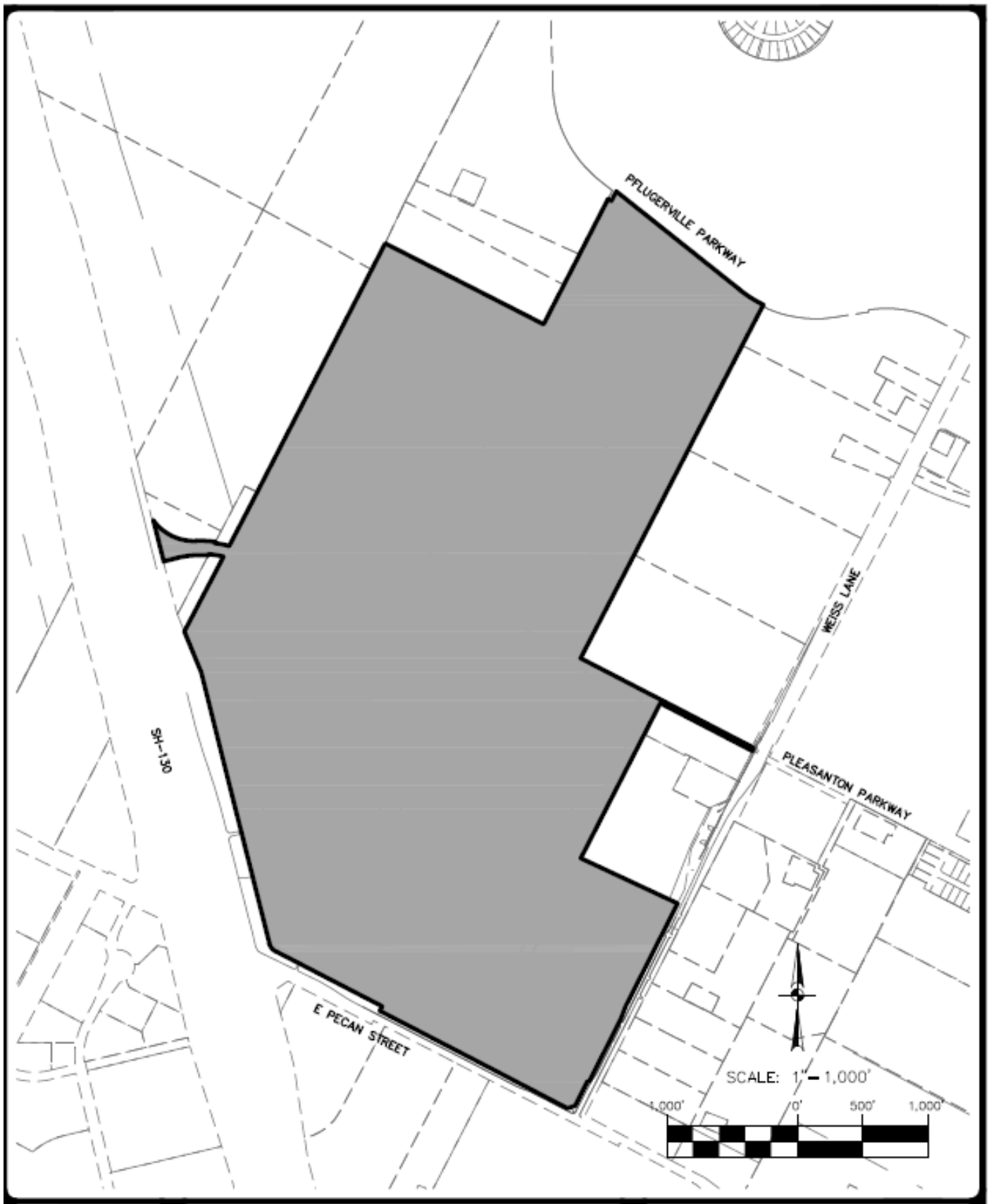
Lakeside Meadows Industrial Phases 1, 2, 4 – Construction completed as of December 2023.

Lakeside Meadows Industrial Phase 3 – Under construction, anticipated completion May 2024.

LIST OF ATTACHMENTS

Appendix A	Location Map
Appendix B	Lakeside Meadows Development Cost
Appendix C	Lakeside Meadows Overall Water Improvements
Appendix D	Lakeside Meadows Overall Wastewater Improvements
Appendix E	Lakeside Meadows Overall Storm Drain and Detention Improvements
Appendix F	Lakeside Meadows Overall Street Improvements
Appendix G	Lakeside Meadows Overall Parks, Trails, Landscaping, & Open Space

APPENDIX A



FIELD NOTES
FOR

A 415.361 ACRE TRACT OF LAND, SITUATED IN THE W. CALDWELL SURVEY, SECTION NO. 66, ABSTRACT NO. 162, IN THE E. KIRKLAND SURVEY, ABSTRACT NO. 458 AND IN THE J.P. SHERWOOD SURVEY, OF TRAVIS COUNTY, TEXAS BEING A PORTION OF THE REMNANT PORTION OF A CALLED 62 1/2 ACRE TRACT CONVEYED TO EMIL A. & MARIE BOHLS, RECORDED IN VOLUME 871, PAGE 488 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF THE REMNANT PORTION OF A CALLED 5.00 ACRE TRACT DATED MARCH 14, 1978 AND ALL OF THE REMNANT PORTION OF A CALLED 5.00 ACRE TRACT, DATED JULY 26, 1974, BOTH CONVEYED TO JAMES R. BOHLS, RECORDED IN VOLUME 10951, PAGE 53 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 63.147 ACRE TRACT CONVEYED TO USRLP PFLUGERVILLE, LLC, RECORDED IN DOCUMENT NO. 202001897 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING THE REMNANT PORTION OF A CALLED 281.80 ACRE TRACT CONVEYED TO CACTUS COMMERCIAL SOUTH, LP RECORDED IN DOCUMENT NO. 2014095553 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 1.374 ACRE TRACT OF LAND AS DEFINED IN "EXHIBIT A" IN CONTRACT FOR EXCHANGE OF REAL PROPERTY, IN AN UNRECORDED DOCUMENT BETWEEN TIMMERMAN FARMS, LTD., AND CACTUS COMMERCIAL SOUTH, LP. SAID 415.361 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at an iron rod with cap marked "McGray & McGray" found in the north right-of-way line of Pecan Street East, a variable width right-of-way, said point being the southeast corner of the Remnant Portion of said 5.00-acre tract dated July 26, 1974, also being the southwest terminus of Wiess Lane, a variable width right-of-way, for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE N 62°24'35" W, with the north right-of-way line of said Pecan Street East, same being the south boundary line of said 5.00-acre tract dated July 26, 1974, a distance of **782.17 feet** to a 1/2" iron rod found at the southwest corner of said 5.00-acre tract dated July 26, 1974, same being the southeast corner of said 63.147-acre tract for an angle point in the south boundary line hereof;

THENCE N 62°40'06" W, with the north right-of-way of said Pecan Street East, same being the south boundary line of said 63.147-acre tract, a distance of **836.85 feet** to a 1/2" iron rod found for an angle point hereof;

THENCE N 27°19'54" E, with the east right-of-way of said Pecan Street East, same being the west boundary line of said 63.147-acre tract, a distance of **39.47 feet** to a 1/2" iron rod found for an angle point hereof;

THENCE N 62°40'06" W, with the north right-of-way of said Pecan Street East, same being the south boundary line of said 63.147-acre tract, a distance of **914.44 feet** to an iron rod with cap marked "TXDOT" found at a point in the northeast right-of-way line of Texas Toll Road 130, a variable width right-of-way recorded in Document Numbers 2004003227, 2004009078, and 2004016877 of the Official Public Records of said county for a point at the southernmost southwest corner and point of non-tangent curvature hereof;

THENCE along the arc of a curve to the right, with the northeast right-of-way line of said Texas Toll Road 130, same being the southwest boundary line of said 63.147-acre tract, said curve having a **radius of 100.00 feet**, a **central angle of 48°30'37"**, a **chord bearing and distance of N 38°24'44" W, 82.16 feet**, an **arc length of 84.67 feet** to an iron rod with cap marked "TXDOT" found at a point of non-tangency hereof;

THENCE N 14°09'23" W, with the northeast right-of-way line of said Texas Toll Road 130, same being the southwest boundary line of said 63.147-acre tract, a distance of **1246.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point in the northeast right-of-way line of said Texas Toll Road 130, said point being the northwest corner of said 63.147-acre tract, same being the southwest corner of the Remnant Portion of said 281.80-acre tract for an angle point hereof;

THENCE N 14°02'32" W, continuing with the northeast right-of-way line of said Texas Toll Road 130, same being the southwest boundary line of the Remnant Portion of said 281.80-acre tract, a distance of **892.18 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point in the west boundary line hereof;

THENCE N 22°26'44" W, continuing with the northeast right-of-way line of said Texas Toll Road 130, same being the southwest boundary line of the Remnant Portion of said 281.80-acre tract, a distance of **340.35 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on point in the northeast right-of-way line of said Texas Toll Road 130, said point being the southeast corner of a called 1.450-acre exchange tract as defined as "Exhibit C" in the aforementioned Contract For Exchange Of Real Property, same being a southwest corner of the Remnant Portion of said 281.80-acre tract for the westernmost southwest corner hereof;

THENCE N 27°36'39" E, departing the east right-of-way line of said Texas Toll Road 130, with the west boundary line of the Remnant Portion of said 281.80-acre tract, same being the east boundary line of said 1.450-acre tract, a distance of **647.26 feet** to an ½" iron rod with yellow cap marked "Pape-Dawson" set at the northeast corner of said 1.450-acre tract, same being the southwest ell corner of the Remnant Portion of said 281.80-acre tract for a point of non-tangent curvature hereof;

THENCE along the arc of a curve to the left, with a south boundary line of the Remnant Portion of said 281.80-acre tract, same being the north boundary line of said 1.450-acre tract, said curve having a **radius of 755.00 feet**, a **central angle of 08°37'38"**, a **chord bearing and distance of N 80°41'44" W, 113.58 feet**, for an **arc length of 113.68 feet** to an ½" iron rod with yellow cap marked "Pape-Dawson" set at a southeast ell corner of the Remnant Portion of said 281.80-acre tract, same being the northwest corner of said 1.450-acre tract, same being a point in the east boundary line of the aforementioned 1.374-acre exchange tract for a southeast ell corner hereof;

THENCE S 27°36'39" W, with the east boundary line of said 1.374-acre tract, same being the west boundary line of said 1.450-acre tract, a distance of **10.85 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the west boundary line of said 1.450-acre tract, same being the east boundary line of said 1.374-acre tract, said point being a north corner of a Remnant Portion of a called 97 ½-acre tract conveyed to Timmerman Farms Ltd., recorded in Document No. 2004240371 of the Official Public Records of Travis County, Texas for a point of non-tangent curvature and southeast corner hereof;

THENCE with the south boundary line of said 1.374-acre tract, same being the north boundary line of a Remnant Portion of said 97 ½-acre tract the following three (3) courses and distances:

1. along the arc of a curve to the left, having a **radius of 745.00 feet**, a **central angle of 18°20'58"**, a **chord bearing and distance of S 85°29'43" W, 237.58 feet**, for an **arc length of 238.59 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof,
2. **S 76°19'13" W**, a distance of **88.38 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of curvature hereof, and
3. along the arc of a curve to the left, having a **radius of 40.00 feet**, a **central angle of 26°30'49"**, a **chord bearing and distance of S 63°03'49" W, 18.35 feet**, for an **arc length of 18.51 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point in the northeast right-of-way line of said Texas Toll Road 130, said point being the south corner of said 1.374-acre tract, same being the west corner of a Remnant Portion of said 97 ½-acre tract for the westernmost southwest corner hereof;

THENCE N 14°13'15" W, with the northeast right-of-way line of said Texas Toll Road 130, same being the southwest boundary line of said 1.374-acre tract, a distance of **328.35 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the northeast right-of-way line of said Texas Toll Road 130, said point being the south corner of a Remnant Portion of said 97 ½-acre tract, same being the westernmost northwest corner of said 1.374-acre tract for a point of non-tangent curvature for the westernmost northwest corner hereof;

THENCE along the arc of a curve to the left, departing the northeast right-of-way line of said Texas Toll Road 130, with the north boundary line of said 1.374-acre tract, same being the south boundary line of a Remnant Portion of said 97 ½-acre tract, said curve having a **radius of 390.00 feet**, a **central angle of 55°42'25"**, a **chord bearing and distance of S 64°13'08" E, 364.43 feet**, for an **arc length of 379.19 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of reverse curvature hereof;

THENCE along a reverse curve to the right, continuing with the north boundary line of said 1.374-acre tract, same being the south boundary line of a Remnant Portion of said 97 ½-acre tract, said curve having a **radius of 855.00 feet**, a **central angle of 09°49'44"**, a **chord bearing and distance of S 87°09'29" E, 146.49 feet**, for an **arc length of 146.67 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point on the west boundary line of a called 1.185-acre exchange tract as defined as "Exhibit B" in the aforementioned Contract For Exchange Of Real Property for a northwest ell corner hereof;

THENCE S 27°36'39" W, with the east boundary line of said 1.450-acre tract, same being the west boundary line of said 11.85-acre tract, a distance of **10.64 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point in a north boundary line of the Remnant Portion of said 281.80-acre tract, said point being the southwest corner of said 1.185-acre tract for a northeast ell corner hereof;

THENCE along the arc of a curve to the right, with a north boundary line of the Remnant Portion of said 281.80-acre tract, same being the south boundary line of said 1.185-acre tract, said curve having a **radius of 845.00 feet**, a **central angle of 07°37'22"**, a **chord bearing and distance of S 78°40'39" E, 112.34 feet**, for an **arc length of 112.42 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set at a northwest ell corner of the Remnant Portion of said 281.80-acre tract, same being the southeast corner of said 1.185-acre tract for a northwest ell corner hereof;

THENCE N 27°36'39" E, with a west boundary line of the Remnant Portion of said 281.80-acre tract, same being the east boundary line of said 1.185-acre tract, a distance of **465.68 feet** to a ¾" iron rod found at a northwest ell corner of said 281.80-acre tract, same being a southeast corner of a Remnant Portion of said 97 ½-acre tract for a northwest ell corner hereof;

THENCE N 27°10'10" E, with the west boundary line of said 281.80-acre tract, same being the east boundary line of said 97 ½-acre tract, a distance of **2143.06 feet** to a ½" iron rod found in the east boundary line of said 97 ½-acre tract, same being a northwest corner of said 281.80-acre tract, also being the southwest corner of a called 11.00-acre tract recorded in Volume 7607, Page 974 of the Deed Records of Travis County, Texas, conveyed to Bob and Emma Nicholas in Volume 11418, Page 1139 of the Real Property Records of Travis County, Texas for a northwest corner hereof;

THENCE S 62°58'15" E, departing the east boundary line of said 97 ½-acre tract, with a north boundary line of said 281.80-acre tract, same being the south boundary line of said 11.00-acre tract, a distance of **1362.04 feet** to a ½" iron rod found at the southeast corner of said 11.00 tract, same being a northwest ell corner of said 281.80-acre tract for a northwest ell corner hereof;

THENCE N 27°11'57" E, with the west boundary line of said 281.80-acre tract, same being the east boundary line of said 11.00-acre tract, with the east boundary line of called 7.00-acre tract recorded in Volume 7229, Page 224 of the Deed Records of Travis County, Texas, conveyed to Bob and Emma Nicholas in Volume 11418, Page 1139 of the Real Property Records of Travis County, Texas and in part with the east boundary line of a called 58.06-acre tract recorded in Volume 7082, Page 618 of the Deed Records of Travis County, Texas, conveyed to Bob and Emma Nicholas in Volume 11418, Page 1139 of the Real Property Records of Travis County, Texas a distance of **1078.82 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set at a northwest corner of said 281.80-acre tract, same being a point in the east boundary line of said 58.06-acre tract for a northwest corner hereof;

THENCE S 58°15'32" E, with a north boundary line of said 281.80-acre tract, a distance of **29.68 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set at the northwest corner of said 281.80-acre tract, same being a point in the said 50.68-acre tract, for a northwest ell corner hereof;

THENCE N 27°09'27" E, with the west boundary line of said 50.68-acre tract, a distance of **83.38 feet** to an iron rod with cap illegible cap found in the south right-of-way line of East Pflugerville Parkway, a variable width right-of-way, said point being the northernmost northwest corner of said 281.80-acre tract, same being a southwest corner of a called 144.291-acre tract conveyed to the City of Pflugerville recorded in Document No. 2002007069 of the Official Public Records of Travis County, Texas for the northernmost northwest corner hereof;

THENCE S 51°27'52" E, with the south right-of-way line of said East Pflugerville Parkway, same being the north boundary line of said 281.80-acre tract, a distance of **1215.02 feet** to an iron rod with cap illegible cap at a point of non-tangent curvature hereof;

THENCE along the arc of a curve to the left, continuing with the with the south right-of-way line of said East Pflugerville Parkway, same being the north boundary line of said 281.80-acre tract, said curve having a **radius of 955.00 feet**, a **central angle of 12°31'58"**, a **chord bearing and distance of S 57°43'49" E, 208.48 feet**, for an **arc length of 208.89 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set at a point in the south right-of-way line of said East Pflugerville Parkway, said point being the northeast corner of said 281.80-acre tract, same being the northwest corner of a called 164.4-acre tract conveyed to Wiess Et. Al., recorded in Document No. 2001065236 of the Official Public Records of Travis County, Texas for the northeast corner hereof;

THENCE S 27°23'07" W, departing the south right-of-way line of said East Pflugerville Parkway, with the east boundary line of said 281.80-acre tract, same being the west boundary line of said 164.4-acre tract, a distance of **335.62 feet** to a ½" iron rod found at an angle point in the east boundary line of said 281.80-acre tract, said point being the southwest corner of said 164.4-acre tract, same being the northwest corner of a called 29.153-acre tract conveyed to Don & Gladys Weiss, recorded in Volume 5161, Page 1611 of the Deed Records of Travis County, Texas for an angle point hereof;

THENCE S 27°18'01" W, continuing with the east boundary line of said 281.80-acre tract, same being the west boundary line of said 29.153-acre tract, a distance of **901.50 feet** to a ½" iron rod found at an angle point in the east boundary line of said 281.80-acre tract, said point being the southwest corner of said 29.153-acre tract, same being the northwest corner of a called 32.290-acre tract conveyed to Don & Gladys Weiss, recorded in Document No. 2008172152 of the Official Public Records of Travis County, Texas for an angle point hereof;

THENCE S 27°17'05" W, continuing with the east boundary line of said 281.80-acre tract, same being the west boundary line of said 32.290-acre tract, a distance of **902.41 feet** to an iron rod with cap illegible cap found at an angle point in the east boundary line of said 281.80-acre tract, said point being the southwest corner of said 32.290-acre tract, same being the northwest corner of a called 32.290-acre tract conveyed to Weiss Et Al., recorded in Document No. 2001065238 of the Official Public Records of Travis County, Texas for an angle point hereof;

THENCE S 27°19'48" W, continuing with the east boundary line of said 281.80-acre tract, same being the west boundary line of said 32.290-acre tract, a distance of **910.68 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set at the northeast ell corner of said 281.80-acre tract, same being the southwest corner of said 32.290-acre tract for the northeast ell corner hereof;

THENCE S 62°41'06" E, with a north boundary line of said 281.80-acre tract, same being the south boundary line of said 32.290-acre tract, a distance of **698.90 feet** to an iron rod with illegible cap for an angle point in the north boundary line of said 281.80-acre tract, same being an angle point in the south boundary line of said 32.290-acre tract for an angle point hereof;

THENCE S 62°32'14" E, continuing with a north boundary line of said 281.80-acre tract, same being the south boundary line of said 32.290-acre tract, a distance of **792.78 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set in the east right-of-way line of said Weiss Lane, said point being the easternmost northeast corner of said 281.80-acre tract, same being the southwest corner of said 32.290-acre tract for the easternmost northeast corner hereof;

THENCE S 27°18'28" W, with the east boundary line of said 281.80-acre tract, same being the west boundary line of said Weiss Lane, a distance of **25.90 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set at the easternmost southeast corner of said 281.80-acre tract, same being the northeast corner of the Remnant Portion of a called 5.10-acre tract of land conveyed to Helen Noneman, recorded in Document No. 2012194992 of the Official Public Records of Travis County, Texas for the easternmost southeast corner hereof;

THENCE N 62°32'07" W, departing the west right-of-way line of said Weiss Lane, with a south boundary line of said 281.80-acre tract, same being the north boundary line of the Remnant Portion of said 5.10-acre tract, a distance of **792.38 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set at the northwest corner of the Remnant Portion of said 5.10-acre tract, same being a southeast ell corner of said 281.80-acre tract for a southeast ell corner hereof;

THENCE S 27°05'44" W, with the east boundary line of said 281.80-acre tract, same being the west boundary line of said 5.10-acre tract and the west boundary line of a called 62 ½-acre tract, conveyed to James R. Bolhs, recorded in Volume 871, Page 488 of the Deed Records of Travis County, Texas, a distance of **1334.58 feet** to a calculated point in the east boundary line of said 281.80-acre tract, same being the west boundary line of said 63.147-acre tract for a northeast ell corner hereof,

THENCE S 64°52'34" E, departing the east boundary line of said 63.147-acre tract, through the interior of said 62 ½-acre tract, a distance of **818.29 feet** to a calculated point in the west right-of-way line of aforementioned Weiss Lane for a northeast corner hereof;

THENCE with the west right-of-way line of said Weiss Lane, same being the east boundary line of the Remnant Portion of said 62 ½-acre tract, and, in part, with the east boundary line of the Remnant Portion of aforementioned 5.00-acre dated March 14, 1978 and, in part, with the east boundary line of the remnant portion of said 5.00-acre tract, dated July 26, 1974 the following six (6) courses and distances:

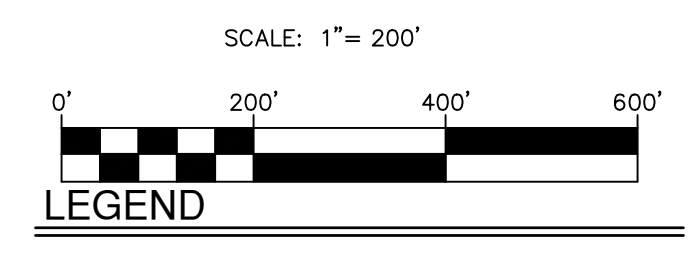
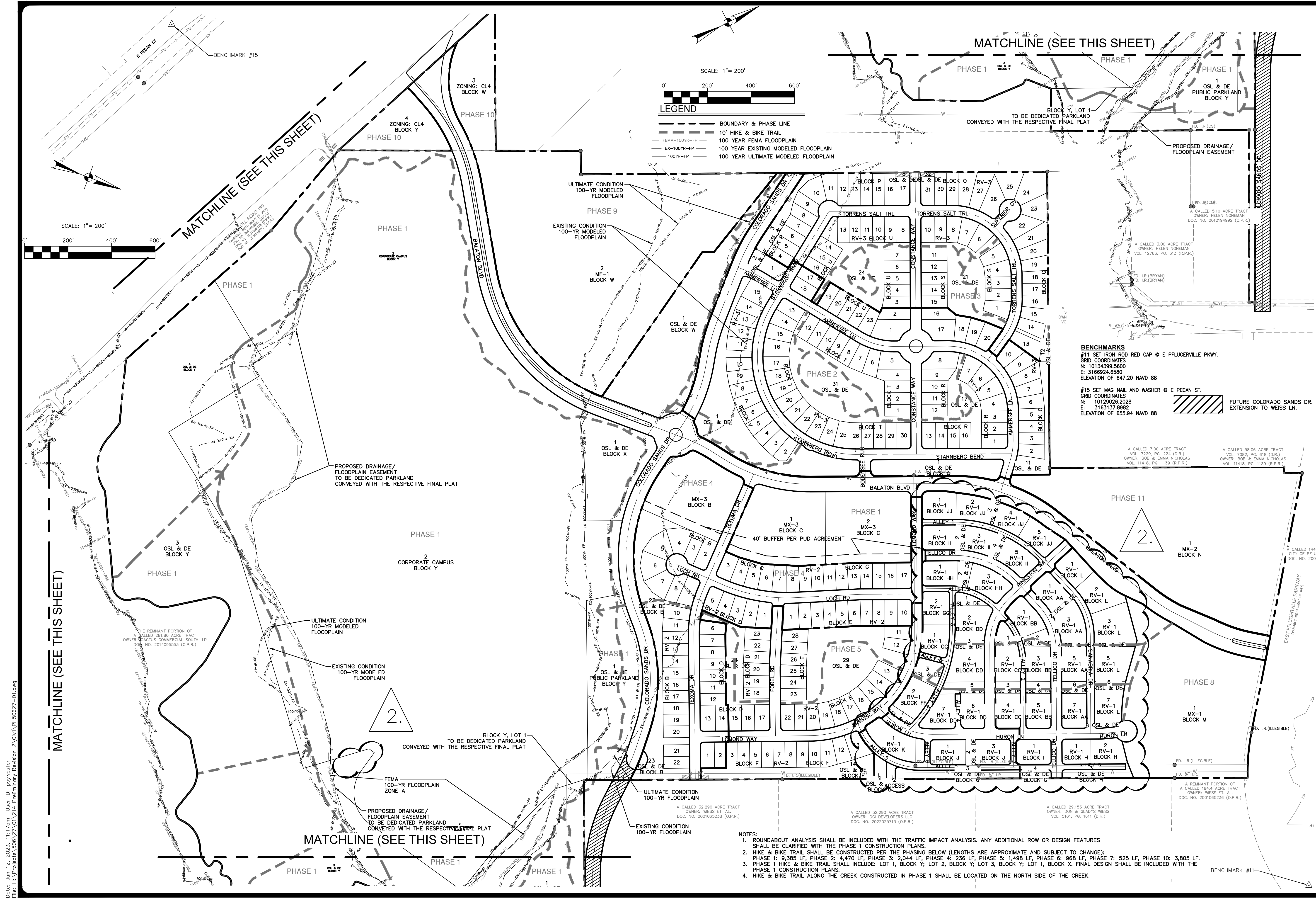
1. **S 26°45'52" W**, a distance of **881.76 feet** to an iron rod with cap marked "McGray & McGray" found for an angle point hereof,
2. **S 20°28'43" W**, a distance of **100.84 feet** to a calculated angle point hereof,

415.361 Acres
Job No. 50627-00
Page 7 of 7

3. **S 26°45'00" W**, a distance of **543.36 feet** to an iron rod with cap marked "McGray & McGray" found for an angle point hereof,
4. **N 62°14'15" W**, a distance of **13.08 feet** to an iron rod with cap marked "McGray & McGray" found for an angle point hereof,
5. **S 26°47'38" W**, a distance of **212.77 feet** to an iron rod with cap marked "McGray & McGray" found for an angle point hereof, and
6. **S 71°55'13" W**, a distance of **62.00 feet** to the **POINT OF BEGINNING** and containing 415.361 acres in the City of Pflugerville in Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50627-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: March 4, 2021
JOB No.: 50627-00
DOC.ID.: H:\Survey\CIVIL\50627-00\Exhibits\Word\FN50627-00_415.361Ac_PID.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01





LEGEND

- BOUNDARY & PHASE LINE
- 10' HIKE & BIKE TRAIL
- 100 YEAR FEMA FLOODPLAIN
- 100 YEAR EXISTING MODELED FLOODPLAIN
- 100 YEAR ULTIMATE MODELED FLOODPLAIN

BENCHMARKS

#11 SET IRON ROD RED CAP @ E PFLUGERVILLE PKWY.
 GRID COORDINATES
 N: 10134399.6580
 E: 3166924.6580
 ELEVATION OF 647.20 NAVD 88

#15 SET MAG NAIL AND WASHER @ E PECAN ST.
 GRID COORDINATES
 N: 10129026.2028
 E: 316337.8892
 ELEVATION OF 655.94 NAVD 88

FUTURE COLORADO SANDS DR. EXTENSION TO WEISS LN.

- NOTES:**
1. ROUNDABOUT ANALYSIS SHALL BE INCLUDED WITH THE TRAFFIC IMPACT ANALYSIS. ANY ADDITIONAL ROW OR DESIGN FEATURES SHALL BE CLARIFIED WITH THE PHASE 1 CONSTRUCTION PLANS.
 2. HIKE & BIKE TRAIL SHALL BE CONSTRUCTED PER THE PHASING BELOW (LENGTHS ARE APPROXIMATE AND SUBJECT TO CHANGE):
 PHASE 1: 9,385 LF; PHASE 2: 4,470 LF; PHASE 3: 2,044 LF; PHASE 4: 236 LF; PHASE 5: 1,498 LF; PHASE 6: 968 LF; PHASE 7: 3,005 LF.
 3. PHASE 1 HIKE & BIKE TRAIL SHALL INCLUDE: LOT 1, BLOCK Y; LOT 2, BLOCK Y; LOT 3, BLOCK Y; LOT 1, BLOCK X. FINAL DESIGN SHALL BE INCLUDED WITH THE PHASE 1 CONSTRUCTION PLANS.
 4. HIKE & BIKE TRAIL ALONG THE CREEK CONSTRUCTED IN PHASE 1 SHALL BE LOCATED ON THE NORTH SIDE OF THE CREEK.

NO.	REVISION	DATE
1.	REVISED PHASING	
	REVISED PRELIM BOUND.	
	REVISED BALATON BLVD.	
	REVISED COLO. SAND. DR.	8/15/22
2.	REVISED PHASE 6 & 7	5/22/23
	REVISED LOT LINE	
	REVISED LOT 2	



PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
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 TEXAS FIRM REGISTRATION #10028801

LAKESIDE MEADOWS PRELIMINARY
 CITY OF PFLUGERVILLE, TEXAS
 OVERALL PHASING PLAN

CITY JOB No.	PP2002-01
JOB NO.	50627-01
DATE	JUNE 2023
DESIGNER	TCK
CHECKED	PS DRAWN CR
SHEET	02 OF 29

Date: Jun 12, 2023, 11:17am User ID: psywester
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PP2002-01

APPENDIX B

**ENGINEER'S OPINION
OF DEVELOPMENT COST OF
PUBLIC IMPROVEMENTS**

Project: Lakeside Meadows	Client: Lakeside Meadows, LLC
Project No: 50627-01	Date: February 23, 2024
Prepared By: PAPE-DAWSON ENGINEERS, INC.	Lots:
Quantities From: Preliminary Plan	UPA:
Unit Costs From: Similar Projects	Acres:

SUMMARY OF PROBABLE COSTS

ITEM	TOTAL COST
City Permitting Fees - Phase 1	\$20,000.00
City Inspection Fees - Phase 1	\$263,620.54
Road Industrial Collectors	\$5,249,264.32
TXDOT Improvements	\$1,400,000.00
Wastewater	\$887,873.16
Water	\$1,006,764.07
Erosion & Sedimentation Control	\$165,375.46
Drainage and Detention	\$1,487,429.47
Pond	\$1,066,159.62
Site Disturbance Permit	\$152,665.50
Tree Protection	\$70,687.50
Additional Traffic Improvements	\$387,661.00
Parks & Trails	\$2,140,000.00
Open Space	\$2,412,313.93
Entry	\$321,000.00
Engineering - Preliminary Plan, TIA, Flood Study	\$610,000.00
Engineering - Offsite Utility Projects	\$250,000.00
Engineering - Construction Plans	\$775,000.00
Drainage Report	\$40,000.00
Offsite Water Improvements	\$974,073.00
Offsite Wastewater Improvements	\$1,778,917.35
Permitting and Inspection Fees - Offsite	\$61,891.00
Pedestrian Bridge	\$1,500,000.00
Weiss Lane Connection & Utility Easement	\$1,240,000.00
Developer Fee	\$566,822.00
District Formation Costs	\$300,000.00
Contingency	\$472,482.09
TOTAL AUTHORIZED IMPROVEMENTS	\$25,600,000.00

ENGINEER'S OPINION OF DEVELOPMENT COST OF PUBLIC IMPROVEMENTS	
Project: Lakeside Meadows Project No: 50627-01 Prepared By: PAPE-DAWSON ENGINEERS, INC. Quantities From: Preliminary Plan Unit Costs From: Similar Projects	Client: Lakeside Meadows, LLC Date: February 23, 2024 Lots: UPA: Acres:
CITY PERMITTING FEE	

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	CITY PERMITTING FEE	1	LS	\$20,000.00	\$20,000.00
TOTAL PRICE FOR CITY PERMITTING FEE					\$20,000.00

ENGINEER'S OPINION OF DEVELOPMENT COST OF PUBLIC IMPROVEMENTS	
Project: Lakeside Meadows Project No: 50627-01 Prepared By: PAPE-DAWSON ENGINEERS, INC. Quantities From: Preliminary Plan Unit Costs From: Similar Projects	Client: Lakeside Meadows, LLC Date: February 23, 2024 Lots: UPA: Acres:
CITY INSPECTION FEE	

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	CITY INSPECTION FEE - PHASE 1	1	LS	\$263,620.54	\$263,620.54
TOTAL PRICE FOR CITY INSPECTION FEE					\$263,620.54

**ENGINEER'S OPINION
OF DEVELOPMENT COST OF
PUBLIC IMPROVEMENTS**

Project: Lakeside Meadows	Client: Lakeside Meadows, LLC
Project No: 50627-01	Date: February 23, 2024
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Quantities From: Preliminary Plan	UPA:
Unit Costs From: Similar Projects	Acres:

ROAD INDUSTRIAL COLLECTORS

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	CLEAR AND GRUB (ROW-ROW)	87,840	SY	\$0.54	\$46,994.40
2	EXCAVATION AND EMBANKMENT (ROW-ROW)	87,840	SY	\$4.28	\$375,955.20
3	SUBGRADE PREP (3' BOC)	65796	SY	\$2.14	\$140,803.44
4	FLEXIBLE BASE (15" THICK) (3' BOC)	65796	SY	\$17.12	\$1,126,427.52
5	LIME TREATED SUBGRADE (8" THICK) (3' BOC)	65796	SY	\$9.63	\$633,615.48
6	TXDOT STANDARD GEOGRID	65796	SY	\$2.94	\$193,604.73
7	H.M.A.C. (3" THICK)	56233	LF	\$16.05	\$902,539.65
8	6" STANDARD CURB & GUTTER	23714	LF	\$14.18	\$336,205.24
9	4" MOUNTABLE CURB & GUTTER	200	LF	\$13.91	\$2,782.00
10	RIBBON CURB & GUTTER	700	LF	\$13.91	\$9,737.00
11	4' CONCRETE SIDEWALK	228	LF	\$21.40	\$4,879.20
12	6' CONCRETE SIDEWALK	44	LF	\$34.24	\$1,506.56
13	10' CONCRETE SIDEWALK	16497	LF	\$58.85	\$970,848.45
14	10' HIKE & BIKE	8,705	LF	\$17.12	\$149,029.60
15	CONCRETE VALLEY GUTTER	4	EA	\$5,975.95	\$23,903.80
16	TYPE 1 RAMPS	36	EA	\$1,177.00	\$42,372.00
17	TIE INTO EXISTING ROADWAY	3	EA	\$1,605.00	\$4,815.00
18	STOP SIGN W STREET NAME AND STOP BAR	2	EA	\$904.15	\$1,808.30
19	MISC. SIGNAGE	30	EA	\$535.00	\$16,050.00
20	MISC. PAVEMENT STRIPING	1	LS	\$7,837.75	\$7,837.75
21	STREET END BARRICADE	7	EA	\$1,712.00	\$11,984.00
22	STREET LIGHTS	27	EA	\$9,095.00	\$245,565.00
TOTAL PRICE FOR ROAD INDUSTRIAL COLLECTORS					\$5,249,264.32

**ENGINEER'S OPINION
OF DEVELOPMENT COST OF
PUBLIC IMPROVEMENTS**

Project: Lakeside Meadows	Client: Lakeside Meadows, LLC
Project No: 50627-01	Date: February 23, 2024
Prepared By: PAPE-DAWSON ENGINEERS, INC.	Lots:
Quantities From: Preliminary Plan	UPA:
Unit Costs From: Similar Projects	Acres:

TXDOT IMPROVEMENTS

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	TXDOT IMPROVEMENTS	1	LS	\$1,400,000.00	\$1,400,000.00
TOTAL PRICE FOR TXDOT IMPROVEMENTS					\$1,400,000.00

**ENGINEER'S OPINION
OF DEVELOPMENT COST OF
PUBLIC IMPROVEMENTS**

Project: **Lakeside Meadows**
 Project No: **50627-01**
 Prepared By: **PAPE-DAWSON ENGINEERS, INC.**
 Quantities From: Preliminary Plan
 Unit Costs From: Similar Projects

Client: **Lakeside Meadows, LLC**
 Date: **February 23, 2024**
 Lots:
 UPA:
 Acres:

WASTEWATER

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	8" SDR-35 WASTEWATER LINE (10-12')	312	LF	\$35.31	\$11,016.72
2	8" SDR-35 WASTEWATER LINE (12-14')	542	LF	\$37.45	\$20,297.90
3	8" SDR-35 WASTEWATER LINE (14-16')	677	LF	\$39.59	\$26,802.43
4	8" SDR-35 WASTEWATER LINE (16-18')	406	LF	\$42.80	\$17,376.80
5	8" SDR-35 WASTEWATER LINE (18-20')	533	LF	\$46.01	\$24,523.33
6	8" SDR-35 WASTEWATER LINE (20-22')	1,053	LF	\$51.36	\$54,082.08
7	8" SDR-35 WASTEWATER LINE (22-24')	426	LF	\$57.78	\$24,614.28
8	12" SDR-35 WASTEWATER LINE (20-22')	321	LF	\$50.29	\$16,143.09
9	24" SDR-35 WASTEWATER LINE (10-12')	347	LF	\$116.63	\$40,470.61
10	24" SDR-35 WASTEWATER LINE (12-14')	226	LF	\$118.77	\$26,842.02
11	24" SDR-35 WASTEWATER LINE (14-16')	390	LF	\$120.91	\$47,154.90
12	24" SDR-35 WASTEWATER LINE (16-18')	48	LF	\$123.05	\$5,906.40
13	24" SDR-35 WASTEWATER LINE (18-20')	413	LF	\$126.26	\$52,145.38
14	24" SDR-35 WASTEWATER LINE (20-22')	259	LF	\$132.68	\$34,364.12
15	24" SDR-35 WASTEWATER LINE (22-24')	1,086	LF	\$136.96	\$148,738.56
16	24" SDR-35 WASTEWATER LINE (24-26')	216	LF	\$141.24	\$30,507.84
17	TRENCH SAFETY	7,255	LF	\$2.14	\$15,525.70
18	4' DIAM. STANDARD MANHOLE	34	EA	\$5,483.75	\$186,447.50
19	EXTRA DEPTH MANHOLE	320	VF	\$321.00	\$102,720.00
20	ADJUST EXISTING MANHOLES TO FINISHED GRADE	1	EA	\$428.00	\$428.00
21	CONNECT TO EXISTING 24" WASTEWATER LINE	1	EA	\$1,765.50	\$1,765.50
	TOTAL PRICE FOR WASTEWATER IMPROVEMENTS				\$887,873.16

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Project: Lakeside Meadows	Client: Lakeside Meadows, LLC
Project No: 50627-01	Date: February 23, 2024
Prepared By: PAPE-DAWSON ENGINEERS, INC.	Lots:
Quantities From: Preliminary Plan	UPA:
Unit Costs From: Similar Projects	Acres:

WATER

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	8" C900 DR-18 WATER LINE	3452	LF	\$39.59	\$136,664.68
2	8" GATE VALVES	5	EA	\$2,193.50	\$10,967.50
3	12" C900 DR-18 WATER LINE	2485	LF	\$58.85	\$146,242.25
4	12" GATE VALVES	13	EA	\$2,979.95	\$38,739.35
5	16" C900 DR-18 WATER LINE	3045	LF	\$82.39	\$250,877.55
6	16" GATE VALVES	24	EA	\$7,784.25	\$186,822.00
7	18" C900 DR-18 WATER LINE	445	LF	\$104.86	\$46,662.70
8	18" GATE VALVES	2	EA	\$12,395.95	\$24,791.90
9	TRENCH SAFETY	9427	LF	\$1.07	\$10,086.89
10	TIE INTO EXISTING WATERLINE (16")	1	EA	\$1,765.50	\$1,765.50
11	TIE INTO EXISTING WATERLINE (30")	1	EA	\$2,273.75	\$2,273.75
12	FIRE HYDRANT ASSEMBLY	30	EA	\$5,029.00	\$150,870.00
TOTAL PRICE FOR WATER IMPROVEMENTS					\$1,006,764.07

**ENGINEER'S OPINION
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PUBLIC IMPROVEMENTS**

Project: Lakeside Meadows	Client: Lakeside Meadows, LLC
Project No: 50627-01	Date: February 23, 2024
Prepared By: PAPE-DAWSON ENGINEERS, INC.	Lots:
Quantities From: Preliminary Plan	UPA:
Unit Costs From: Similar Projects	Acres:

EROSION & SEDIMENTATION CONTROL

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	STABILIZED CONSTRUCTION ENTRANCE	2	EA	\$1,337.50	\$2,675.00
2	SILT FENCE	16405	LF	\$2.68	\$43,883.38
3	DIVERSION DIKE	4757	LF	\$2.14	\$10,179.98
4	INLET PROTECTION	27	EA	\$90.95	\$2,455.65
5	REVEGETATION (ROW & EASEMENTS)	184330	SY	\$0.54	\$98,616.55
6	GRATE INLET PROTECTION	2	EA	\$90.95	\$181.90
7	TREE PROTECTION & REMOVAL	1	LS	\$1,712.00	\$1,712.00
8	SWPPP PREPARATION, PERMITTING, MAINTENANCE	1	LS	\$5,671.00	\$5,671.00
TOTAL PRICE FOR ESC/MISC. IMPROVEMENTS					\$165,375.46

**ENGINEER'S OPINION
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PUBLIC IMPROVEMENTS**

Project: **Lakeside Meadows**
 Project No: **50627-01**
 Prepared By: **PAPE-DAWSON ENGINEERS, INC.**
 Quantities From: Preliminary Plan
 Unit Costs From: Similar Projects

Client: **Lakeside Meadows, LLC**
 Date: **February 23, 2024**
 Lots:
 UPA:
 Acres:

DRAINAGE AND DETENTION

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	10' TYPE 1 CURB INLET	23	EA	\$3,959.00	\$91,057.00
2	15' CURB INLET	4	EA	\$5,654.95	\$22,619.80
3	4'X4' AREA INLET	2	EA	\$4,440.50	\$8,881.00
4	18" CLASS III R.C.P.	1,690	LF	\$57.78	\$97,648.20
5	24" CLASS III R.C.P.	1,228	LF	\$73.83	\$90,663.24
6	30" CLASS III R.C.P.	861	LF	\$93.09	\$80,150.49
7	36" CLASS III R.C.P.	952	LF	\$139.10	\$132,423.20
8	42" CLASS III R.C.P.	489	LF	\$172.27	\$84,240.03
9	48" CLASS III R.C.P.	868	LF	\$203.30	\$176,464.40
10	60" CLASS III R.C.P.	66	LF	\$326.35	\$21,539.10
11	3'X2' R.C.P BOX	272	LF	\$222.56	\$60,536.32
12	5'X5' R.C.P. BOX	255	LF	\$376.64	\$96,043.20
13	6'X4' R.C.P. BOX	114	LF	\$455.82	\$51,963.48
14	18" SLOPING HEADWALL	1	EA	\$2,889.00	\$2,889.00
15	3'X2' SLOPING HEADWALL	1	EA	\$6,955.00	\$6,955.00
16	18" STANDARD HEADWALL	2	EA	\$2,889.00	\$5,778.00
17	30" STANDARD HEADWALL	1	EA	\$5,885.00	\$5,885.00
18	18" STANDARD HEADWALL W/DISSIPATORS	1	EA	\$2,889.00	\$2,889.00
19	48" STANDARD HEADWALL W/DISSIPATORS	1	EA	\$6,955.00	\$6,955.00
20	24" DOUBLE HEADWALL	2	EA	\$4,815.00	\$9,630.00
21	18" DOUBLE HEADWALL W/DISSIPATORS	1	EA	\$3,638.00	\$3,638.00
22	24" DOUBLE HEADWALL W/DISSIPATORS	2	EA	\$5,136.00	\$10,272.00
23	6'X4' BOX HEADWALL W/DISSIPATORS	2	EA	\$48,792.00	\$97,584.00
24	TRENCH SAFETY	6,794	LF	\$2.14	\$14,539.16
25	4'X4' JUNCTION BOX	8	EA	\$3,728.95	\$29,831.60
26	5'X5' JUNCTION BOX	2	EA	\$4,922.00	\$9,844.00
27	6'X6' JUNCTION BOX	1	EA	\$5,697.75	\$5,697.75
28	7'X7' JUNCTION BOX	2	EA	\$8,265.75	\$16,531.50
29	ROCK RIPRAP	228	SY	\$53.50	\$12,198.00
30	CONCRETE RETAINING WALL	482	LF	\$481.50	\$232,083.00
TOTAL PRICE FOR DRAINAGE & DETENTION IMPROVEMENTS					\$1,487,429.47

**ENGINEER'S OPINION
OF DEVELOPMENT COST OF
PUBLIC IMPROVEMENTS**

Project: Lakeside Meadows	Client: Lakeside Meadows, LLC
Project No: 50627-01	Date: February 23, 2024
Prepared By: PAPE-DAWSON ENGINEERS, INC.	Lots:
Quantities From: Preliminary Plan	UPA:
Unit Costs From: Similar Projects	Acres:

POND

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	8' x 6' BOX CULVERT	305	LF	\$642.00	\$195,810.00
2	8' x 5' BOX CULVERT	305	LF	\$588.50	\$179,492.50
3	18" CLASS III R.C.P.	1,504	LF	\$57.78	\$86,901.12
4	POND A IMPROVEMENTS	1	LS	\$353,956.00	\$353,956.00
5	IRONWOOD POND IMPROVEMENTS	1	LS	\$250,000.00	\$250,000.00
TOTAL PRICE FOR POND IMPROVEMENTS					\$1,066,159.62

**ENGINEER'S OPINION
OF DEVELOPMENT COST OF
PUBLIC IMPROVEMENTS**

Project: Lakeside Meadows	Client: Lakeside Meadows, LLC
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Quantities From: Preliminary Plan	UPA:
Unit Costs From: Similar Projects	Acres:

SITE DISTURBANCE PERMIT

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	SITE DISTURBANCE PERMIT	1	LS	\$152,665.50	\$152,665.50
TOTAL PRICE FOR SITE DISTURBANCE PERMIT					\$152,665.50

**ENGINEER'S OPINION
OF DEVELOPMENT COST OF
PUBLIC IMPROVEMENTS**

Project: Lakeside Meadows	Client: Lakeside Meadows, LLC
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Quantities From: Preliminary Plan	UPA:
Unit Costs From: Similar Projects	Acres:

TREE PROTECTION

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	TREE PROTECTION	1	LS	\$70,687.50	\$70,687.50
TOTAL PRICE FOR TREE PROTECTION					\$70,687.50

ENGINEER'S OPINION OF DEVELOPMENT COST OF PUBLIC IMPROVEMENTS	
Project: Lakeside Meadows Project No: 50627-01 Prepared By: PAPE-DAWSON ENGINEERS, INC. Quantities From: Preliminary Plan Unit Costs From: Similar Projects	Client: Lakeside Meadows, LLC Date: February 23, 2024 Lots: UPA: Acres:
ADDITIONAL TRAFFIC IMPROVEMENTS	

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	ADDITIONAL TRAFFIC IMPROVEMENTS	1	LS	\$387,661.00	\$387,661.00
TOTAL PRICE FOR ADDITIONAL TRAFFIC IMPROVEMENTS					\$387,661.00

ENGINEER'S OPINION OF DEVELOPMENT COST OF PUBLIC IMPROVEMENTS	
Project: Lakeside Meadows Project No: 50627-01 Prepared By: PAPE-DAWSON ENGINEERS, INC. Quantities From: Preliminary Plan Unit Costs From: Similar Projects	Client: Lakeside Meadows, LLC Date: February 23, 2024 Lots: UPA: Acres:
PARKS & TRAILS	

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	ALLOWANCE FOR PARK IMPROVEMENTS	1	LS	\$2,140,000.00	\$2,140,000.00
TOTAL PRICE FOR PARKS & TRAILS					\$2,140,000.00

ENGINEER'S OPINION OF DEVELOPMENT COST OF PUBLIC IMPROVEMENTS	
Project: Lakeside Meadows Project No: 50627-01 Prepared By: PAPE-DAWSON ENGINEERS, INC. Quantities From: Preliminary Plan Unit Costs From: Similar Projects	Client: Lakeside Meadows, LLC Date: February 23, 2024 Lots: UPA: Acres:
OPEN SPACE	

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	ALLOWANCE FOR OPEN SPACE IMPROVEMENTS	1	LS	\$2,412,313.93	\$2,412,313.93
TOTAL PRICE FOR OPEN SPACE IMPROVEMENTS					\$2,412,313.93

ENGINEER'S OPINION OF DEVELOPMENT COST OF PUBLIC IMPROVEMENTS	
Project: Lakeside Meadows Project No: 50627-01 Prepared By: PAPE-DAWSON ENGINEERS, INC. Quantities From: Preliminary Plan Unit Costs From: Similar Projects	Client: Lakeside Meadows, LLC Date: February 23, 2024 Lots: UPA: Acres:
ENTRY	

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	ENTRY MONUMENTATION & LANDSCAPING	1	LS	\$321,000.00	\$321,000.00
TOTAL PRICE FOR ENTRY IMPROVEMENTS					\$321,000.00

ENGINEER'S OPINION OF DEVELOPMENT COST OF PUBLIC IMPROVEMENTS	
Project: Lakeside Meadows Project No: 50627-01 Prepared By: PAPE-DAWSON ENGINEERS, INC. Quantities From: Preliminary Plan Unit Costs From: Similar Projects	Client: Lakeside Meadows, LLC Date: February 23, 2024 Lots: UPA: Acres:
ENGINEERING - PRELIMINARY PLAN, TIA, FLOOD STUDY	

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	ENGINEERING - PRELIM. PLAN, TIA, FLOOD STUDY	1	LS	\$610,000.00	\$610,000.00
TOTAL PRICE FOR ENGINEERING - PRELIM. PLAN, TIA, FLOOD STUDY					\$610,000.00

ENGINEER'S OPINION OF DEVELOPMENT COST OF PUBLIC IMPROVEMENTS	
Project: Lakeside Meadows Project No: 50627-01 Prepared By: PAPE-DAWSON ENGINEERS, INC. Quantities From: Preliminary Plan Unit Costs From: Similar Projects	Client: Lakeside Meadows, LLC Date: February 23, 2024 Lots: UPA: Acres:
ENGINEERING - OFFSITE UTILITY PROJECTS	

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	ENGINEERING - OFFSITE UTILITY PROJECTS	1	LS	\$250,000.00	\$250,000.00
TOTAL PRICE FOR ENGINEERING - OFFSITE UTILITY PROJECTS					\$250,000.00

**ENGINEER'S OPINION
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PUBLIC IMPROVEMENTS**

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Quantities From: Preliminary Plan	UPA:
Unit Costs From: Similar Projects	Acres:

ENGINEERING - CONSTRUCTION PLANS

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	ENGINEERING - PHASE 1 CONSTRUCTION PLANS	1	LS	\$775,000.00	\$775,000.00
TOTAL PRICE FOR ENGINEERING - CONSTRUCTION PLANS					\$775,000.00

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Quantities From: Preliminary Plan	UPA:
Unit Costs From: Similar Projects	Acres:

DRAINAGE REPORT

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	DRAINAGE REPORT & LOMR	1	LS	\$40,000.00	\$40,000.00
TOTAL PRICE FOR DRAINAGE REPORT					\$40,000.00

ENGINEER'S OPINION OF DEVELOPMENT COST OF PUBLIC IMPROVEMENTS

Project: **Lakeside Meadows**
 Project No: **50627-01**
 Prepared By: **PAPE-DAWSON ENGINEERS, INC.**
 Quantities From: Preliminary Plan
 Unit Costs From: Similar Projects

Client: **Lakeside Meadows, LLC**
 Date: **February 23, 2024**
 Lots:
 UPA:
 Acres:

OFFSITE WATER IMPROVEMENTS

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	SWPPP	1	LS	\$3,000.00	\$3,000.00
2	REVEGETATION	27588	SY	\$1.75	\$48,279.00
3	TREE PROTECTION	130	LF	\$4.00	\$520.00
4	SILT FENCE	5360	LF	\$2.50	\$13,400.00
5	18" ROCK BERM	50	LF	\$25.00	\$1,250.00
6	STABILIZED CONSTRUCTION ENTRANCE	1	LF	\$1,100.00	\$1,100.00
7	CONCRETE WASHOUT BASIN	1	EA	\$400.00	\$400.00
8	CLEAR & GRUB	6	EA	\$1,700.00	\$10,200.00
9	16" WATER LINE (TIE TO EXISTING 24" WET CONNECTION)	1	AC	\$9,725.00	\$9,725.00
10	16" WATER LINE (CONNECT TO EXISTING 16" WL)	1	EA	\$4,800.00	\$4,800.00
11	16" C900 DR18 CLASS 200 WATER LINE (0-8')	4762	EA	\$84.50	\$402,389.00
12	16" C900 DR18 CLASS 200 WATER LINE (8-10')	219	LF	\$86.00	\$18,834.00
13	8" C900 PVC STUB OUT	10	LF	\$85.00	\$850.00
14	3" PVC STUB OUT	10	LF	\$60.00	\$600.00
15	BORE - SEN/RECEIVE PITS 24" STEEL ENCASEMENT	110	LF	\$750.00	\$82,500.00
16	16" GATE VALVE	21	EA	\$8,100.00	\$170,100.00
17	8" GATE VALVE	1	EA	\$1,875.00	\$1,875.00
18	3" GATE VALVE	2	EA	\$1,575.00	\$3,150.00
19	16"X6" FIRE HYDRANT, TEE 6" GATE VALVE	12	EA	\$5,100.00	\$61,200.00
20	16" AIR RELEASE	2	EA	\$6,545.00	\$13,090.00
21	EXISTING DRIVEWAY REPAIR	25	LF	\$85.00	\$2,125.00
22	RAISE VALVE CASTINGS	24	EA	\$400.00	\$9,600.00
23	FLUSHING PLAN AND WATER LINE TESTING	4981	LF	\$2.00	\$9,962.00
24	CONSTRUCTION STAKING AND SURVEY LAYOUT	4981	LF	\$2.00	\$9,962.00
25	TRENCH SAFETY	4981	LF	\$2.00	\$9,962.00
26	TRAFFIC CONTROL	1	LS	\$10,000.00	\$10,000.00
27	ALLOWANCE TO DEAL WITH HOUSE STA 25+25	1	LS	\$8,500.00	\$8,500.00
28	ADDED DEPTH TO BORE PIT	1	LS	\$18,600.00	\$18,600.00
29	24" DI PIPE	20	LF	\$150.00	\$3,000.00
30	24" GATE VALVES	2	EA	\$18,500.00	\$37,000.00
31	24" 45DEG BEND	2	EA	\$800.00	\$1,600.00
32	24"X16" TEE	1	EA	\$3,000.00	\$3,000.00
33	AIR RELEASE VALVE	1	EA	\$3,500.00	\$3,500.00
	TOTAL PRICE FOR OFFSITE WATER IMPROVEMENTS				\$974,073.00

**ENGINEER'S OPINION
OF DEVELOPMENT COST OF
PUBLIC IMPROVEMENTS**

Project: **Lakeside Meadows**
Project No: **50627-01**
Prepared By: **PAPE-DAWSON ENGINEERS, INC.**
Quantities From: Preliminary Plan
Unit Costs From: Similar Projects

Client: **Lakeside Meadows, LLC**
Date: **February 23, 2024**
Lots:
UPA:
Acres:

OFFSITE WASTEWATER IMPROVEMENTS

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	24" SDR-26 WASTEWATER LINE (10-12')		LF	\$95.00	
2	24" SDR-26 WASTEWATER LINE (12-14')	125	LF	\$97.00	\$12,125.00
3	24" SDR-26 WASTEWATER LINE (14-16')	750	LF	\$100.00	\$75,000.00
4	24" SDR-26 WASTEWATER LINE (16-18')	452	LF	\$105.00	\$47,460.00
5	24" SDR-26 WASTEWATER LINE (18-20')	863	LF	\$111.00	\$95,793.00
6	24" SDR-26 WASTEWATER LINE (20-22')	709	LF	\$118.00	\$83,662.00
7	24" SDR-26 WASTEWATER LINE (22-26')	197	LF	\$126.00	\$24,822.00
8	TRENCH SAFETY	3096	LF	\$2.00	\$6,192.00
9	4' DIAM. STANDARD MANHOLE (BOLTED AND GASKET)	10	EA	\$4,755.00	\$47,550.00
10	EXTRA DEPTH MANHOLE	107	EA	\$450.00	\$48,150.00
11	36" WW BORE AND STEEL ENCASMENT - WEISS LN.	801	LF	\$1,000.00	\$801,000.00
12	WASTEWATER SERVICE LINE (SINGLE)	3	EA	\$6,275.00	\$18,825.00
13	TIE INTO EXISTING WASTEWATER STUB (24")	1	EA	\$2,500.00	\$2,500.00
14	RELOCATED EXISTING UTILITY POLE	1	EA	\$3,000.00	\$3,000.00
15	CONSTRUCTION STAKING	1	LS	\$3,250.00	\$3,250.00
16	TESTING	1	LS	\$3,337.50	\$3,337.50
17	STABILIZED CONSTRUCTION ENTRANCE	2	EA	\$1,000.00	\$2,000.00
18	TEMPORARY CREEK CROSSING	2	EA	\$2,000.00	\$4,000.00
19	SILT FENCE	3925	LF	\$2.50	\$9,812.50
20	ROCK BERM	100	LF	\$20.00	\$2,000.00
21	CLEARING & TREE REMOVAL	1	LS	\$15,000.00	\$15,000.00
22	REVEGETATION (EASEMENTS)	19362	SY	\$1.50	\$29,043.00
23	SOIL RETENTION BLANKET	4023	SY	\$3.50	\$14,080.50
24	TREE PROTECTION	1	LS	\$850.00	\$850.00
25	SWPPP PREPARATION, PERMITTING, MAINTENANCE	1	LS	\$1,200.00	\$1,200.00
26	MOH PAID ON PREVIOUS CONTRACT	1	LS	(\$104,738.40)	(\$104,738.40)
27	24" SDR-26 WASTEWATER LINE (10-12')	264	LF	\$95.00	\$25,080.00
28	24" SDR-26 WASTEWATER LINE (10-12')	229	LF	\$97.00	\$22,213.00
29	24" SDR-26 WASTEWATER LINE (12-14')	50	LF	\$100.00	\$5,000.00
30	24" SDR-26 WASTEWATER LINE (14-16')	-98	LF	\$105.00	(\$10,290.00)
31	24" SDR-26 WASTEWATER LINE (16-18')	-535	LF	\$111.00	(\$59,385.00)
32	24" SDR-26 WASTEWATER LINE (18-20')	-399	LF	\$118.00	(\$47,082.00)
33	24" SDR-26 WASTEWATER LINE (20-22')	-197	LF	\$126.00	(\$24,822.00)
34	24" SDR-26 WASTEWATER LINE (22-26')	1065	LF	\$130.00	\$138,450.00
35	TRENCH SAFETY	379	LF	\$2.00	\$758.00
36	4' DIAM. STANDARD MANHOLE (BOLTED AND GASKET)	-10	EA	\$4,755.00	(\$47,550.00)
37	4' DIAM. STANDARD MANHOLE (BOLTED AND GASKET)	11	EA	\$6,200.00	\$68,200.00
38	VENTED MANHOLE	1	EA	\$500.00	\$500.00
39	EXTRA DEPTH MANHOLE	29	VF	\$450.00	\$13,050.00
40	42" WW BORE AND STEEL ENCASMENT	-258	LF	\$1,000.00	(\$258,000.00)
41	WASTEWATER SERVICE LINE (SINGLE)	-1	EA	\$6,275.00	(\$6,275.00)
42	TIE INTO EXISTING WASTEWATER STUB (24")	-1	EA	\$2,500.00	(\$2,500.00)
43	CONNECT TO EXISTING MANHOLE - CORE 24" HOLE	1	EA	\$4,500.00	\$4,500.00
44	REMOVE & REPLACE CONCRETE SIDEWALK	1	LS	\$4,500.00	\$4,500.00
45	CONSTRUCTION STAKING	1	LS	\$1,250.00	\$1,250.00
46	TESTING	1	LS	\$1,662.50	\$1,662.50
47	TEMPORARY CREEK CROSSING	2	EA	\$2,500.00	\$5,000.00
48	SILT FENCE	3925	LF	\$0.50	\$1,962.50
49	SOIL RETENTION BLANKET	4023	SY	\$1.50	\$6,034.50
50	TREE MITIGATION 4" TREE	100	EA	\$2,000.00	\$200,000.00
51	24" SDR-26 WASTEWATER LINE (10-12')	203	LF	\$95.00	\$19,285.00
52	24" SDR-26 WASTEWATER LINE (14-16')	594	LF	\$100.00	\$59,400.00
53	24" SDR-26 WASTEWATER LINE (16-18')		LF	\$105.00	
54	24" SDR-26 WASTEWATER LINE (18-20')	438	LF	\$111.00	\$48,618.00
55	24" SDR-26 WASTEWATER LINE (20-22')	259	LF	\$118.00	\$30,562.00
56	24" SDR-26 WASTEWATER LINE (22-26')	112	LF	\$126.00	\$14,112.00

ENGINEER'S OPINION OF DEVELOPMENT COST OF PUBLIC IMPROVEMENTS	
Project: Lakeside Meadows Project No: 50627-01 Prepared By: PAPE-DAWSON ENGINEERS, INC. Quantities From: Preliminary Plan Unit Costs From: Similar Projects	Client: Lakeside Meadows, LLC Date: February 23, 2024 Lots: UPA: Acres:
PERMITTING AND INSPECTION FEE - OFFSITE	

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	INSPECTION FEES - OFFSITE PROJECTS	1	LS	\$61,891.00	\$61,891.00
TOTAL PRICE FOR PERMITTING AND INSPECTION FEES - OFFSITE					\$61,891.00

ENGINEER'S OPINION OF DEVELOPMENT COST OF PUBLIC IMPROVEMENTS	
Project: Lakeside Meadows Project No: 50627-01 Prepared By: PAPE-DAWSON ENGINEERS, INC. Quantities From: Preliminary Plan Unit Costs From: Similar Projects	Client: Lakeside Meadows, LLC Date: February 23, 2024 Lots: UPA: Acres:
PEDESTRIAN BRIDGE	

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	ALLOWANCE FOR PEDESTRIAN BRIDGE	1	LS	\$1,500,000.00	\$1,500,000.00
TOTAL PRICE FOR PEDESTRIAN BRIDGE					\$1,500,000.00

ENGINEER'S OPINION OF DEVELOPMENT COST OF PUBLIC IMPROVEMENTS	
Project: Lakeside Meadows Project No: 50627-01 Prepared By: PAPE-DAWSON ENGINEERS, INC. Quantities From: Preliminary Plan Unit Costs From: Similar Projects	Client: Lakeside Meadows, LLC Date: February 23, 2024 Lots: UPA: Acres:
WEISS LANE CONNECTION & UTILITY EASEMENT	

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	WEISS LANE CONNECTION AND UTILITY EASEMENT	1	LS	\$1,240,000.00	\$1,240,000.00
TOTAL PRICE FOR EASEMENT FOR UTILITIES					\$1,240,000.00

**ENGINEER'S OPINION
OF DEVELOPMENT COST OF
PUBLIC IMPROVEMENTS**

Project: Lakeside Meadows	Client: Lakeside Meadows, LLC
Project No: 50627-01	Date: February 23, 2024
Prepared By: PAPE-DAWSON ENGINEERS, INC.	Lots:
Quantities From: Preliminary Plan	UPA:
Unit Costs From: Similar Projects	Acres:

DEVELOPER FEE

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	DEVELOPER FEE	1	LS	\$566,822.00	\$566,822.00
TOTAL PRICE FOR DEVELOPER FEE					\$566,822.00

**ENGINEER'S OPINION
OF DEVELOPMENT COST OF
PUBLIC IMPROVEMENTS**

Project: Lakeside Meadows	Client: Lakeside Meadows, LLC
Project No: 50627-01	Date: February 23, 2024
Prepared By: PAPE-DAWSON ENGINEERS, INC.	Lots:
Quantities From: Preliminary Plan	UPA:
Unit Costs From: Similar Projects	Acres:

DISTRICT FORMATION COSTS

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	DISTRICT FORMATION COSTS	1	LS	\$300,000.00	\$300,000.00
TOTAL PRICE FOR DISTRICT FORMATION COSTS					\$300,000.00

**ENGINEER'S OPINION
OF DEVELOPMENT COST OF
PUBLIC IMPROVEMENTS**

Project: Lakeside Meadows	Client: Lakeside Meadows, LLC
Project No: 50627-01	Date: February 23, 2024
Prepared By: PAPE-DAWSON ENGINEERS, INC.	Lots:
Quantities From: Preliminary Plan	UPA:
Unit Costs From: Similar Projects	Acres:

CONTINGENCY

Item No.	Description	Quantity	Unit	Unit Cost	Item Total
1	DEVELOPER CONTINGENCY	1	LS	\$472,482.09	\$472,482.09
TOTAL PRICE FOR CONTINGENCY					\$472,482.09

APPENDIX C

Date: Feb 22, 2024, 3:15pm User ID: psylvester
File: H:\Projects\506\27\01\212 Preliminary\Exhibits\Public Improvement District\PID Exhibit(240222).dwg



LEGEND

- PUBLIC WATER IMPROVEMENTS
- SITE PROPERTY BOUNDARY

LAKESIDE MEADOWS
CITY OF PFLUGERVILLE, TEXAS
OVERALL WATER IMPROVEMENTS

JOB NO. 50627-01
DATE FEB 2024
DESIGNER SYL
CHECKED
DRAWN SYL
SHEET 1 of 1

**PAPE-DAWSON
ENGINEERS**
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N. MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPES FIRM REGISTRATION #4270 | TBPES FIRM REGISTRATION #10028801

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APPENDIX D

Date: Feb 22, 2024, 3:15pm User ID: psylvester
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LAKESIDE MEADOWS
CITY OF PFLUGERVILLE, TEXAS
OVERALL WASTEWATER IMPROVEMENTS

JOB NO.	
DATE	FEB 2024
DESIGNER	SYL
CHECKED	
DRAWN	SYL
SHEET	1 of 1

APPENDIX E

Date: Feb 23, 2024, 11:31am User ID: ps/wester
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LEGEND

-  SD STORMDRAIN IMPROVEMENTS
-  DETENTION IMPROVEMENTS
-  SITE PROPERTY BOUNDARY

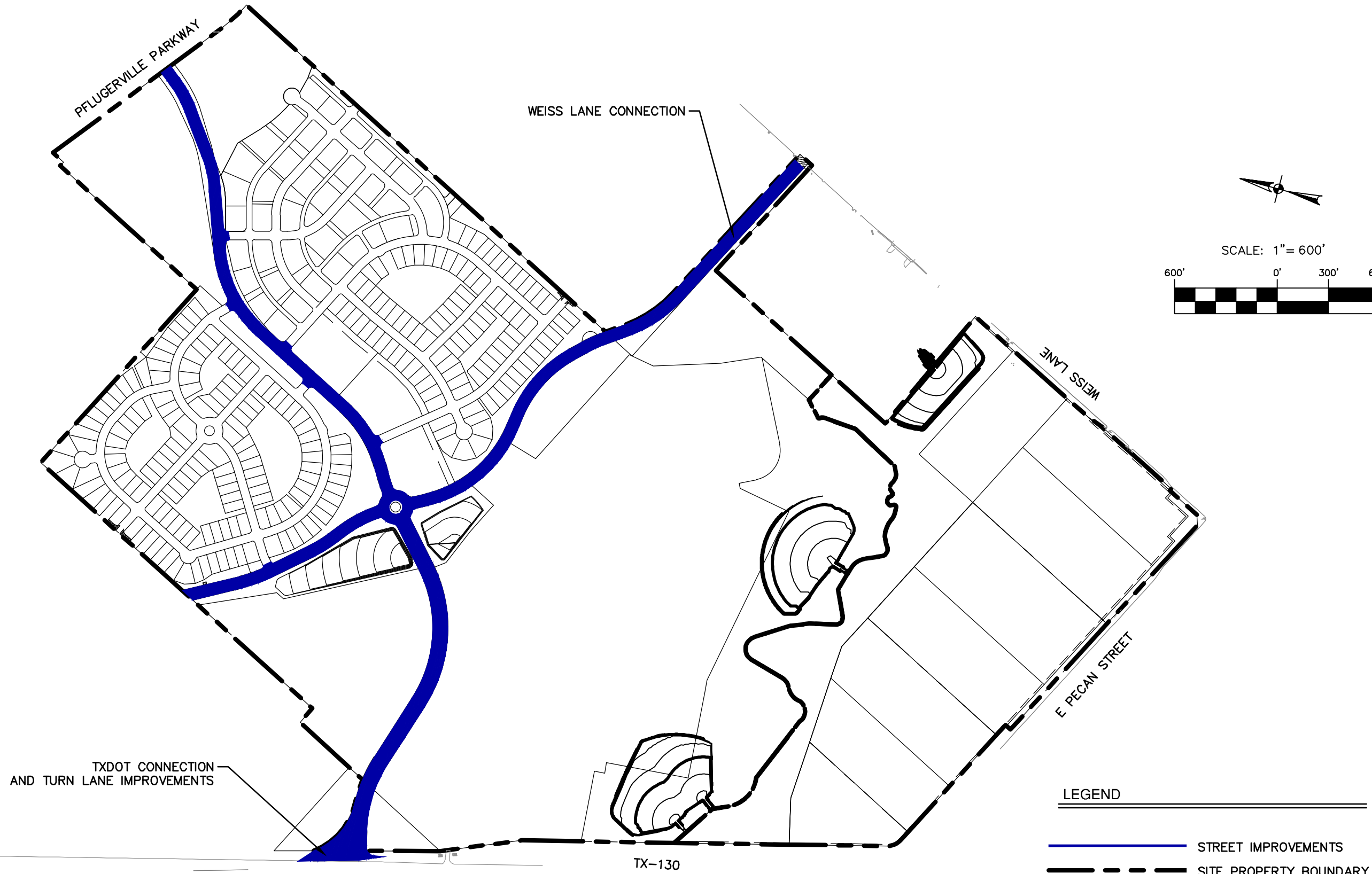
LAKESIDE MEADOWS
CITY OF PFLUGERVILLE, TEXAS
OVERALL STORMDRAIN & DETENTION IMPROVEMENTS

JOB NO. 50627-01
DATE FEB 2024
DESIGNER SYL
CHECKED _____
DRAWN SYL
SHEET 1 of 1

**PAPE-DAWSON
ENGINEERS**
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N. MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.654.8711
TBP&S FIRM REGISTRATION #4270 | TBP&S FIRM REGISTRATION #10028801

APPENDIX F

Date: Feb 22, 2024, 3:17pm User ID: psylvester
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LAKESIDE MEADOWS
CITY OF PFLUGERVILLE, TEXAS
OVERALL STREET IMPROVEMENTS

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APPENDIX G

Date: Feb 22, 2024, 3:17pm User ID: psylvester
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LAKESIDE MEADOWS
CITY OF PFLUGERVILLE, TEXAS
OVERALL PARKS, OPEN SPACE, LANDSCAPE IMPROVEMENTS

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EXHIBIT B

**LAKESIDE MEADOWS PUBLIC IMPROVEMENT DISTRICT
FINANCING AGREEMENT**

**LAKESIDE MEADOWS PUBLIC IMPROVEMENT DISTRICT
FINANCING AGREEMENT**

BETWEEN

LAKESIDE MEADOWS, LLC, a Texas limited liability company

AND

THE CITY OF PFLUGERVILLE, TEXAS

**LAKESIDE MEADOWS PUBLIC IMPROVEMENT DISTRICT
FINANCING AGREEMENT**

This Lakeside Meadows Public Improvement District Financing Agreement (this “**Agreement**”), dated as of _____, 2024 (the “**Effective Date**”), is entered into between **LAKESIDE MEADOWS, LLC**, a Texas limited liability company (together, and including its Designated Successors and Assigns, the “**Owner**”), and the **CITY OF PFLUGERVILLE, TEXAS** (the “**City**”), a municipal corporation, acting by and through its duly authorized representative. Definitions used herein are set forth in Exhibit “A” attached hereto and made a part hereof and in the Service and Assessment Plan.

Recitals:

WHEREAS, Owner and the Additional Owners own a total of approximately 416 acres of land more particularly described on Exhibit “B” attached hereto and made a part hereof (the “**Property**”);

WHEREAS, the Property will be developed as a mixed use development in accordance with a Planned Unit Development (the “**PUD**”) adopted by the City pursuant to Ordinance No. 1427-20-01-28, as amended by Ordinance No. 1203-15-02-24 and Ordinance No. 1539-22-02-22;

WHEREAS, the City Council authorized the formation of the Lakeside Meadows Public Improvement District (the “**District**”) pursuant to Resolution No. 1763-20-05-12-0721 on May 12, 2020 (the “**Original Creation Resolution**”) in accordance with the PID Act;

WHEREAS, on July 12, 2022, after due notice, the City Council held a public hearing in the manner required by law on the advisability of the improvement projects described in an amended and restated petition, revised to reflect the change in boundaries of the District, and on September 13, 2022, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 1991-22-09-13-1014 (the “**Amended and Restated Creation Resolution**”) authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects in accordance with the PID Act;

WHEREAS, the City Council revised the boundaries of the District to take into account the land swap with the adjacent landowner that was required to secure the necessary right-of-way required for the Balaton Boulevard and SH 130 curb cut and driveway benefiting the Property pursuant to Resolution No. 1969-22-06-28-1000 on June 28, 2022;

WHEREAS, pursuant to the terms of this Agreement, the City has agreed to allow financing of certain Authorized Improvements within the Property via a public improvement district;

WHEREAS, the Owner proposes to construct certain Authorized Improvements that are intended to benefit only one Improvement Area, while other Authorized Improvements may provide a benefit to more than one Improvement Area or the entire District (the “**Major Improvements**”), to wit: (A) certain of the Authorized Improvements will benefit only

Improvement Area #1; and (B) certain of the Authorized Improvements may benefit more than one Improvement Area or the entire District. The boundaries of the Improvement Areas are depicted on Exhibit "I", attached hereto and incorporated herein for all purposes. The Authorized Improvements will be more fully described in the Service and Assessment Plan (or an update thereto) to be approved by the City.

WHEREAS, 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 the Assessment Ordinance and adopt the Service and Assessment Plan that provides for the construction and financing of certain public improvements within the District, payable in whole or in part, by and from assessments levied against property within the District, as will be 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 to reimburse the Owner for the Actual Costs associated with construction and/or acquisition of the Authorized Improvements included in the Service and Assessment Plan, as such plan may be amended from time to time;

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;

WHEREAS, from the proceeds of the PID Bonds, the City will, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, acquire those certain Authorized Improvements provided for in this Agreement and the Owner will be reimbursed for the costs of acquisition, construction and improvement of the Segments that are completed from time to time and operative, subject to the terms and limitations set forth herein; and

WHEREAS, the Owner submitted an Assessment Levy Request and Bond Issuance Request on February 16, 2024, which the City has agreed to consider concurrently with the negotiation of this Agreement.

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 Special Assessments on the Property (Article II), the Construction of Authorized Improvements to be Acquired by the City (Article III), acquisition, ownership and maintenance of Authorized Improvements within the District (Article IV), and the issuance of bonds to reimburse the Owner for the financing of the Authorized Improvements (Article V).

ARTICLE II. APPORTIONMENT, LEVY AND COLLECTION OF ASSESSMENTS

Section 2.01. Preliminary Matters.

(a) On May 12, 2020, the City Council authorized the formation of the District pursuant to the Original Creation Resolution. On September 13, 2022, the City Council approved the Amended and Restated Creation Resolution in accordance with the PID Act for the reasons set forth in the Recitals above. The District includes all of the Property.

(b) It is anticipated certain of the Authorized Improvements will benefit only Improvement Area #1, and certain of the Authorized Improvements will benefit both Improvement Area #1 and Improvement Area #2. The City may issue one or more series of PID Bonds; however, it is currently contemplated that there will be one series of PID Bonds issued for the entire District to reimburse the Owner for Actual Costs of the Authorized Improvements only providing a benefit to Improvement Area #1, and to reimburse the Owner for Actual Costs of the Authorized Improvements benefitting Improvement Area #1 and Improvement Area # 2 allocable share of the Major Improvements.

(c) Parity Bonds may be issued to reimburse Owner for any Actual Costs for Authorized Improvements benefitting the District that remain unpaid or unreimbursed after issuance of the initial PID Bonds.

(d) A draft of the form of the initial Service and Assessment Plan for the Property is attached hereto as Exhibit "C". The Owner acknowledges and agrees that the Service and Assessment Plan must meet the requirements of Texas Local Government Code §§ 372.013 and 372.014 and be presented to the City Council for review and approval prior to PID Bonds being issued. The final Service and Assessment Plan approved pursuant to the initial Assessment Ordinance shall be substantially similar to the form attached hereto as "Exhibit "C"" and shall be substituted for and replace Exhibit "C" hereto. The Parties agree that the attached Service and Assessment Plan is based on information provided by the Owner and that such information is subject to review and verification. The form of the Service and Assessment Plan will be modified as required to comply with the requirements of Chapter 372, Texas Local Government Code and the Texas Attorney General's Office. The annual indebtedness defined by the Service Plan shall be consistent with the terms for the issuance of PID Bonds as set forth in this Agreement. The estimated cost of the Authorized Improvements will be supported by an engineer's report containing detailed cost estimates. After approval, the Service and Assessment Plan will be updated and amended by the Administrator at least once per year, and submitted for the City Council's review and approval, with a copy to the Owner concurrently therewith.

(e) Special 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.

(f) Special Assessments on any given portion of the Property may be adjusted so long as the Special Assessments are determined in accordance with the Service and Assessment Plan and State law.

(g) Prior to execution of this Agreement, the Owner submitted to the City an Assessment Levy Request. As such, the City Council shall consider approving and adopting an Assessment Ordinance relating to such request, which Assessment Ordinance shall (i) approve the Service and Assessment Plan (or amendment or update thereof), (ii) levy said Special Assessments, and (iii) establish the timeframe for collection of said Special Assessments. If an Assessment Ordinance is adopted, the City shall use reasonable, good faith efforts to expeditiously initiate and approve all necessary documents and orders required to effectuate and implement the Service and Assessment Plan and Assessment Ordinance.

Section 2.02. Apportionment and Levy of Special Assessments.

As stated above, the City intends to levy Special 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 as an Assessment Ordinance is approved by the City. The City's apportionment and levy of Special Assessments shall be made in accordance with the PID Act. The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement and to levy Special Assessments on or before May 31, 2024.

Section 2.03. Collection of Special Assessments.

(a) The City covenants and agrees that it shall, as authorized by the PID Act and other applicable law, continuously collect or cause to be collected Special Assessments levied pursuant to the Assessment Ordinance 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 Special 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; provided that certain portions of the Property, as defined in the Service and Assessment Plan, will not be subject to the Special Assessments. The City shall use good and sound practices to collect the Special Assessments consistent with the City's policies and standard practices applicable to the collection of City taxes and assessments.

(b) Notwithstanding anything to the contrary contained herein or in the Service and Assessment Plan, once PID Bond have been issued and are outstanding, the Special Assessment Revenues collected annually from the Property will be deposited in the Bond Pledged Revenue Account of the Pledged Revenue Fund and thereafter transferred as more particularly set forth in the Indenture.

(c) Further notwithstanding anything to the contrary contained herein, the City covenants to use diligent, good faith efforts to contract with Travis County for the collection of the Special Assessments such that the Special Assessments will be included on the ad valorem tax bill(s) for the Property and will be collected as part of and in the same manner as ad valorem taxes.

Section 2.04. Approval and Recordation of Special Assessments through Landowner Agreement.

Prior to the Effective Date, the Owner and the Additional Owners have each executed a “**Landowner Agreement**” (herein so called) in which each Landowner has (i) approved and accepted the apportionment of the Special Assessments in the Service and Assessment Plan and the levy of the Special Assessments by the City and (ii) approved and accepted the terms of the Property Buyer Disclosure Program. The Landowner Agreement further (a) evidences the Landowner’s intent that the Special Assessments are covenants running with the land that (i) will bind any and all current and successor owners of the Property to the Special Assessments, including applicable interest thereon, as and when due and payable and (ii) provide that subsequent purchasers of such land take their title subject to and expressly assume the terms and provisions of the Special Assessments; and (b) provide that the liens created by the levy of the Special Assessments are a first and prior lien on the Property, subject only to liens for ad valorem taxes of the State, County, City, or school district.

Section 2.05. Actual Costs; Reimbursement of Owner-Expended Costs

(a) Notwithstanding anything to the contrary contained herein, the City and Owner hereby acknowledge and agree that the Actual Costs expended by Owner may not be fully reimbursed from the Special Assessments and PID Bonds. The City and Owner hereby acknowledge and agree that the provisions of this Section 2.05 shall hereby constitute a “reimbursement” under the PID Act.

(b) No provision in this Agreement shall, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than from the net proceeds of PID Bonds and Special Assessment Revenues.

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 PID 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 PID BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES.

FURTHERMORE, ALL REIMBURSEMENTS FROM THE CITY TO OWNER FROM SPECIAL ASSESSMENTS ARE SUBORDINATE TO PAYMENT OF THE APPLICABLE PID BONDS, ONCE ISSUED, AND THE ESTABLISHMENT OF ANY OTHER FUNDS HELD UNDER THE INDENTURE ALL AS SET FORTH IN THE INDENTURE. SUCH REIMBURSEMENTS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY. THE OWNER SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNER TO PAY REIMBURSEMENTS OUT OF ANY FUNDS OF THE CITY OTHER THAN AS PROVIDED IN THE INDENTURE.

ARTICLE III. CONSTRUCTION AND ACQUISITION

Section 3.01. Acquisition of Authorized Improvements.

(a) The Owner will dedicate the Authorized Improvements identified in Exhibit "D" and the Service and Assessment Plan to the City, subject to subsection (b) below, upon completion of said Authorized Improvements and the City will accept dedication of such Authorized Improvements after confirming that the applicable Authorized Improvements have been completed in accordance with this Agreement and Regulatory Requirements.

(b) In the event any Authorized Improvements are dedicated to an Owners' Association, the Owner shall execute and deliver to the City an easement in the form acceptable to the City providing for the public use of the Authorized Improvement.

Section 3.02. 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, subject to the City's review and approval of design specifications and easement locations.

(b) Inspection of the construction of all Authorized Improvements shall be by City Construction Representative or its designees. If the PID Bonds have not been issued, the Owner shall pay the inspection fee which shall be included in the Actual Cost and may later be reimbursed to Owner when PID Bonds are issued. If the PID Bonds have been issued, the Owner may pay the inspection fee out of the PID Bond proceeds.

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

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

Section 3.03. 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, partnership or other entity as a subcontractor for construction management services for one or more Authorized Improvements or distinct Segments thereof.

Section 3.04. Fiscal Security.

If prior to commencement of construction of a given Authorized Improvement, there are funds within the Project Fund of the Indenture sufficient to pay for completion of that Authorized Improvement, that are not otherwise anticipated to be used for another Authorized Improvement it is intended that the Owner not be required to post fiscal security for the applicable Authorized Improvement. 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 a payment bond for the estimated cost of constructing the Authorized Improvements. The Owner shall give the City a copy of any such claims within three business days of receipt of the claim. The City acknowledges that it will accept fiscal security, if required, for the Authorized Improvements in the form of an irrevocable letter of credit, , cash deposit, or other security acceptable to the City. If no such account exists or such account is not appropriately funded, then the Owner shall be required to post fiscal security for Authorized Improvements.

Section 3.05. Maintenance of Project, Warranties.

Unless otherwise provided for herein, 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 City. The City's acceptance of Authorized Improvements shall be in accordance with the City standard rules and procedures for the acceptance of subdivision improvements, as modified by this Agreement. 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 City of an Authorized Improvement (or Segment thereof), the Owner shall assign to the City 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).

Section 3.06. Regulatory Requirements; Exemption from Public Bidding.

(a) Notwithstanding anything to the contrary contained herein, the Owners shall be responsible for the costs of designing, constructing, and obtaining the City's acceptance of the Authorized Improvements, in accordance with the Regulatory Requirements, the City-approved plans and specifications, and good engineering practices. The Owner will be entitled to reimbursement for the Actual Costs of the Authorized Improvements as provided in this Agreement and any other agreement with the City, and subject to the terms and limitations of said agreements; provided that Owner will be responsible for the costs that exceed the Reimbursement Obligation. Once Owner begins construction of any Authorized Improvement or Segment thereof,

Owner shall complete said Authorized Improvement or Segment thereof within a commercially reasonable time.

(b) It is agreed that the District will be exempt from any public bidding or other purchasing and procurement policies pursuant to Texas Local Government Code Section 252.022(a)(9) which states that a project is exempt from such policies 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”.

(c) 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 3.07. 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) All change orders or costs increases for 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; provided that no change order (regardless of the amount) shall substantially change the character or nature of the Authorized Improvement. The Construction Manager shall provide copies of all approved change orders to the Financial Advisor, Underwriter and Trustee within ten (10) days after approval.

(b) After the Effective Date and prior to commencement of construction of an Authorized Improvement, Owner shall cause its general contractor to provide a payment and performance bond meeting the requirements set forth in Chapter 2253, Texas Government Code.

Section 3.08. Owner’s Association

(a) The Owner (or Additional Owners, as applicable) has created one or more home owners associations for the Property (collectively the “**Owners’ Association**”), and shall establish bylaws, rules, regulations and restrictive covenants (collectively the “**Association Regulations**”) to assure the Owner’s Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Owners’ Association pursuant to this Agreement.

(b) The Owners’ Association dues and assessments required to be established, maintained and collected by the Owners’ Association pursuant to this Agreement shall be in addition to, and not in lieu of, any and all other fees, charges and assessments that will be applicable to the Property.

Section 3.09. Buyer Disclosure

(a) The Owner agrees to comply with, and cause the Additional Owners to comply with, the Buyer Disclosure Program described in Exhibit “G” attached hereto.

Section 3.10. Sales and Use Tax Exemption

(a) The City will use best efforts to provide such certifications to the Owner and/or to suppliers and contractors as may be reasonably requested by Owner regarding exemptions from sales and use taxes under Texas Tax Code Section 151.309, but makes no representation or warranty that such exemptions will be applicable.

(b) The City and 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.

ARTICLE IV. PAYMENT FOR AUTHORIZED IMPROVEMENTS

Section 4.01. Overall Requirements.

(a) Any payment obligation of the City hereunder shall be payable solely from Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds. Unless approved by the City, no other funds, revenues, taxes, or income of any kind other than Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds shall be used to pay the City’s obligations hereunder. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than Special Assessments Revenues or, if PID Bonds are issued, the proceeds of such bonds. None of the City, nor any of its elected or appointed officials or any of its respective officers, employees, consultants or representatives 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 omissions under this Agreement.

(b) The City does not warrant, either expressed or implied, that the Special Assessment Revenues or proceeds of the PID Bonds will be sufficient for the construction or acquisition of all of those particular Authorized Improvements. The Parties anticipate that the Actual Costs to construct the Authorized Improvements will be greater than the Special Assessment Revenues or, if PID Bonds are issued, the net proceeds of such bonds available to reimburse the Owner for the Actual Costs of Authorized Improvements. The Owner shall bear one hundred percent (100%) of the Actual Costs of constructing the Authorized Improvements not paid from the proceeds of the PID Bonds or Special Assessment Revenues.

(c) Upon completion of an Authorized Improvement, the Owner shall dedicate or convey, and the City shall accept or acquire, as more particularly described in Article III above, the given Authorized Improvement for the Actual Cost, after such Authorized Improvement is completed and has been accepted by the City. The general process for the reimbursement of the Actual Costs of the Authorized Improvements is detailed in this Section 4.01. Upon written acceptance of an Authorized Improvement, and subject to any applicable maintenance-bond period, the City shall thereafter be responsible for all operation and maintenance of such Authorized Improvement, including all costs thereof and relating thereto.

(d) The procedures set forth in Section 4.03(d) below shall apply to all Certifications for Payment regardless of which account within the applicable Project Fund the actual funds are being paid from.

(e) Upon written request of the Owner, the City will consider the adoption of the Assessment Ordinance that (i) approves the Service and Assessment Plan identifying the costs of the Authorized Improvements and the Special Assessments and (ii) levies said Special Assessments. The City will levy and collect such Special Assessments in accordance with the approved Service and Assessment Plan, as amended or updated, and the applicable Assessment Ordinance as further provided in this Agreement, all in accordance with State law.

Section 4.02. Payments for Authorized Improvements Prior to PID Bond Issuance

a) Upon the approval of the Assessment Ordinance and prior to the issuance of PID Bonds, the City shall bill and collect the Special Assessment Revenues collected from the Assessed Property as described in subparagraph (d) below.

(b) Subject to Section 4.02(a) above, the costs of the Authorized Improvements may be initially financed through the applicable Acquisition and Reimbursement Agreement. Pursuant to the terms of such Acquisition and Reimbursement Agreement, the Owner shall dedicate or convey, and the City shall accept or acquire, as more particularly described in Article III of this Agreement, the Authorized Improvement for the Actual Costs thereof, after such Authorized Improvement is completed and has been accepted by the City. The general process for funding the Authorized Improvements before the issuance of PID Bonds is described in this Section 4.02(b), and more specifically described in the Acquisition and Reimbursement Agreement.

(c) Pursuant to the Acquisition and Reimbursement Agreement, the City will reimburse the Owner for Actual Costs incurred in connection with the applicable Authorized Improvements until PID Bonds are issued in an amount necessary to reimburse Owner for the Actual Costs of the applicable Authorized Improvements less any amounts already reimbursed to Owner pursuant to the Acquisition and Reimbursement Agreement. The Owner will be reimbursed for only those Actual Costs for which Special Assessment Revenues or PID Bond proceeds are available.

(d) Prior to the Effective Date, the Owner requested the City to consider the adoption of an Assessment Ordinance. Once approved, the City will collect the Special Assessments for the Authorized Improvements in accordance with the Service and Assessment Plan and the applicable Assessment Ordinance. Upon collection of such Special Assessments and prior to the issuance of PID Bonds, the City will hold the Special Assessments in a designated account separate from the City's other accounts (the "**Operating Account**"), such funds to be used to reimburse Owner for the Actual Costs of the applicable Authorized Improvements pursuant to the terms of the Acquisition and Reimbursement Agreement. If PID Bonds have been issued, the proceeds of such PID Bonds will be transferred to the Trustee and deposited in the proper funds and accounts in the priority set forth in the applicable Indenture. Special Assessment Revenues shall only be used to reimburse owner for the Actual Costs of the Authorized Improvements in accordance with this Agreement, the applicable Indenture and the Acquisition and Reimbursement Agreement.

(e) Pursuant to the Acquisition and Reimbursement Agreement, and as more fully described therein, the Owner may submit a Certification for Payment, substantially in the form provided in Exhibit “E”, to the City for reimbursement for the Actual Costs of an Authorized Improvement from funds then available in the appropriate subaccount of the Operating Account held by the City.

Section 4.03. Payments for Authorized Improvements Upon the Issuance of PID Bonds

(a) Prior to the Effective Date, the Owner has submitted a Bond Issuance Request to the City. The City shall use diligent, reasonable and good faith efforts, subject to meeting the requirements and conditions stated herein and State law, to consider the adoption of an ordinance authorizing the issuance of PID Bonds to reimburse the Owner for Actual Costs of those Authorized Improvements that are complete at the time of bond issue less any amounts already reimbursed to Owner pursuant to the Acquisition and Reimbursement Agreement.

(b) The proceeds from the issuance of the PID Bonds available to reimburse Owner for Actual Costs of Authorized Improvements remaining after payment of amounts under Section 4.02 of this Agreement (if applicable) will be held by the Trustee in various segregated accounts under the Project Fund established pursuant to the Indenture. Those sums held in the various segregated accounts will be paid to the Owner by the Trustee to reimburse Owner for the Actual Costs of the Authorized Improvements (as more particularly specified herein and in the Service and Assessment Plan) upon receipt of a completed Certification for Payment substantially in the form as attached hereto in Exhibit “E”. At least thirty (30) calendar days prior to the time of the closing of the PID Bonds, Owner may submit a Closing Disbursement Request substantially in the form attached hereto in Exhibit “F” executed by the Construction Manager and the Project Engineer to the City Construction Representative to be reimbursed for those Owner Expended Funds accrued to date of such Closing Disbursement Request and not previously reimbursed. The City Construction Representative shall conduct a review to verify the Owner Expended Funds specified in such Closing Disbursement Request. Prior to disbursement of proceeds, the City Construction Representative will sign the Closing Disbursement Request and deliver said Closing Disbursement Request to the Trustee. At the closing of the PID Bonds, Owner shall be reimbursed an amount equal to the applicable Owner Expended Funds.

(c) Any Authorized Improvements that have not been completed by Owner by the time the PID Bonds are issued, will be reimbursed periodically as construction progresses. The procedures for such progress reimbursements are contained in this Section 4.03 and the Indenture. Such reimbursements shall be made by Trustee no more frequently than quarterly and within five (5) business days of the Trustee’s receipt of the completed Certification for Payment from the Construction Manager. If the City Construction Representative 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 the City Construction Representative’s comments, the Certification for Payment can be approved.

(d) The general process for the reimbursement of Authorized Improvements from funds on deposit in the Project Fund is as follows:

(1) the Owner shall deliver to the City Construction Representative the following:

(i) a Certification for Payment substantially in the form attached hereto as Exhibit “E” executed by the Construction Manager and the Project Engineer evidencing the Actual Costs,

(ii) evidence of the acceptance by the City of those Authorized Improvements to be reimbursed with the proceeds of the PID Bond in question and the conveyance to the City (for Completed Authorized Improvements only), and

(iii) waivers of liens for the work on the applicable Authorized Improvements through the previous Certification for Payment, receipts for payment and verification in form acceptable that any subcontractors have been paid.

(2) After the Certification for Payment is submitted to the City Construction Representative, the City shall conduct a review to confirm those Authorized Improvements to be funded by proceeds of the PID Bonds were constructed in accordance with the plans therefor (for completed Authorized Improvements only) and verify the Actual Costs of Authorized Improvements specified in such Certification for Payment. The City Construction Representative agrees to conduct such review and cost verification in an expeditious manner after the Certification for Payment is submitted. The Owner agrees to cooperate with the City in conducting each such review and to provide the City Construction Representative with such additional information and documentation as is reasonably necessary for the City Construction Representative to conclude each such review. Upon confirmation by the City Construction Representative that Authorized Improvements to be reimbursed from the proceeds of the PID Bonds have been constructed in accordance with the plans therefor and this Agreement (for completed Authorized Improvements only), and verification and approval by the City of the Actual Costs of those Authorized Improvements, the City shall within thirty (30) calendar days thereafter accept those Authorized Improvements not previously accepted by the City Construction Representative and shall sign the Certification for Payment and forward the same to the City Manager. The City Manager shall then have up to ten (10) business days to forward the executed Certification for Payment to the Trustee for payment.

(e) In addition to the submitted items required in 4.02(d) above, in order to obtain the final reimbursements for an Authorized Improvement funded by proceeds of the PID Bonds pursuant to this Section 4.03. The Owner shall have provided to the City an assignment of the warranties and guaranties, if applicable, and a two-year maintenance bond for such Authorized Improvement.

Section 4.04. Assignment of Right to Payment of Unreimbursed Costs

Owner’s right, title and interest into the payments of unreimbursed Actual Costs 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 unreimbursed Actual Costs to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole

or in part without the consent of (but with notice to) the City, all or any portion of Owner's right, title, or interest under this Agreement to receive payment of its unreimbursed Actual Costs, including either PID Bond proceeds or Special Assessment Revenues, (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"); provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the issuance of municipal securities by any other state of the United States or political subdivision thereof. Notwithstanding the foregoing, 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. A Transferee shall be responsible for all continuing disclosure requirements and obligations as agreed to by the Owner and the City in the Disclosure Agreement of Owner.

ARTICLE V. PID BONDS

Section 5.01. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Section V, the City intends to pay for the Authorized Improvements, by issuing PID Bonds in one or more series. The City hereby acknowledges receipt of the Bond Issuance Request submitted by the Owner prior to the Effective Date. The City will use diligent, reasonable and good faith efforts, subject to meeting the requirements and conditions stated herein and State law, to issue, as expeditiously and prudently possible, the PID Bonds. Thereafter, the City agrees to use diligent, reasonable and good faith efforts, subject to meeting the requirements and conditions stated herein and State law, to issue, within four to six months after receiving from Owner a Bond Issuance Request, provided that Owner can reasonably demonstrate to the City and its financial advisors that (i) any applicable test pertaining to the issuance of Parity Bonds have been satisfied and (ii) there is sufficient security for such Parity Bonds, based upon the bond market conditions existing at the time of such proposed sale. The failure of the City to issue PID Bonds shall not constitute a failure by the City or otherwise result in a default by the City as set forth in Article VII herein. The Owner shall not be relieved of its duty to construct or cause to be constructed the Authorized Improvements even if there are insufficient funds in the Project Fund to pay the Actual Costs. The Authorized Improvements to be constructed and funded in connection with the PID Bonds are detailed on the chart attached hereto as Exhibit "D" and the Service and Assessment Plan.

(b) The aggregate principal amount of PID Bonds required to be issued hereunder shall not exceed \$30,000,000 as set forth in the Acquisition and Reimbursement Agreement.

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

(d) PID Bonds are not required to be issued under this Article V unless (1) 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 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 approving opinion of the Attorney General of the State of Texas as required by the PID Act.

(e) If proceeds from PID Bonds are still available after all the Authorized Improvements are accepted by the City 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 for which reimbursements are not being received by the Owner from other public sources.

(f) The City will (i) select the Underwriter for each series of PID Bonds and Parity Bonds, (ii) determine credit criteria; (iii) investor suitability; (iv) structure of each series of such bonds; and (v) the continuing disclosure requirements for each series of such bonds, each with input from the Owner, but in every instance the City shall make the final decision regarding all terms and matters related to the issuance and sale of a series of PID Bonds and Parity Bonds.

(g) Prior to the levy of Special Assessments and issuance of PID Bonds, Owner must be current on all taxes, Special Assessments, fees and not in default under any agreement with the City, including information required from Owner for timely disclosures as required by any applicable continuing disclosure agreement.

(h) The minimum appraised value to lien ratio of any series of PID Bonds shall be at least 2 to 1 (the "Minimum Value to Lien Ratio") as measured by an independent appraisal prepared by an appraiser selected by the City. The City reserves the right to require the appraised value to lien ratio for any series of PID Bonds to be above the Minimum Value to Lien Ratio based upon the bond market conditions existing at the time of such proposed sale.

Section 5.02. Project Fund.

(a) 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 reimburse the Actual Costs of Authorized Improvements and to pay of reimburse Bond Issuance Costs shall be deposited upon issuance into separate accounts within the Project Fund.

(b) As described in subparagraph (a) above, proceeds from the PID Bonds will be placed in a separate account within the Project Fund which will be held by the Trustee under the Indenture.

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

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

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

Section 5.04. Sale of PID Bonds.

Once approved, the PID Bonds shall be issued by the City and shall be marketed and sold as determined by the City with the cooperation and assistance of the Owner in all respects with respect to the preparation of marketing documents, such as preliminary and final offering memoranda or in such other marketing and/or sales method mutually agreed upon by the City and the Owner. The Owner agrees to provide such financial and operating information as may be necessary for the issuance of the PID Bonds to comply with applicable securities laws and the provisions of Securities and Exchange Rule 15c2-12.

Section 5.05. Parity Bonds.

(a) Any Actual Costs for Authorized Improvements not paid or reimbursed from the proceeds of the initial series of PID Bonds may be paid or reimbursed from the proceeds of Parity Bonds. It is contemplated that Parity Bonds may be issued after issuance of the initial series of PID Bonds.

(b) The purpose of a Parity Bond issuance would be to fund (i) Authorized Improvements benefitting the District that were not completed at the time the initial PID Bonds were issued; or (ii) the Actual Costs of Authorized Improvements that were completed at the time the initial PID Bonds secured by Assessments but that were not fully reimbursed by said initial PID Bonds.

(c) There may be more than one series of Parity Bonds secured by Assessments. If the Parity Bonds secured by Assessments levied are sufficient to fully reimburse Owner for the unreimbursed Actual Costs, then Owner's right to receive any portion of the Assessments for such purposes shall automatically terminate. However, if the net proceeds of Parity Bonds are not sufficient to reimburse Owner for the unreimbursed Actual Costs eligible to be paid from Assessments, or if the amount to be funded by such Parity Bonds is insufficient to justify issuance in the City's reasonable discretion, then Owner shall continue to receive the Assessments to the extent, and only to the extent, those funds remain available therefor after debt service is paid on the applicable PID Bonds until the date the Owner is fully repaid for the unreimbursed Actual Costs eligible to be paid from Assessments.

Section 5.06. Acquisition and Reimbursement Agreement.

(a) The Owner and the City have entered into an Acquisition and Reimbursement Agreement, which will provide for Special Assessments that will reimburse the Owner for Actual Costs incurred in connection with the Authorized Improvement until PID Bonds are issued in an amount necessary to reimburse Owner for the Actual Costs of the applicable Authorized

Improvement less any amounts already reimbursed to Owner pursuant to the Acquisition and Reimbursement Agreement.

ARTICLE VI. REPRESENTATIONS AND WARRANTIES

Section 6.01. Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of the Owner:

That the City is a municipal corporation and political subdivision of the State of Texas, duly 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. Representation and Warranties of Owner

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

(a) Owner is a limited liability company duly 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) 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 duly and validly executed and delivered on behalf of the Owner.

(c) This Agreement is a 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) 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 a Certification for Payment.

(e) For a period of two years after the final Acceptance Date of the final phase of the Authorized Improvements, 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.

ARTICLE VII. DEFAULT AND REMEDIES

(a) A Party shall be deemed in default under this Agreement (which shall 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 shall 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 non-monetary default, to the terms and provisions of subparagraph (c). Upon a breach of this Agreement, the non-defaulting Party may in any court of competent jurisdiction, by an action or proceeding at law or in equity, 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. In no event shall the obligation to make monetary payments be subject to force majeure.

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 shall be 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: City of Pflugerville
Attn: City Manager
100 East Main Street, Suite 300
P.O. Box 589
Pflugerville, TX 78691

With a copy to: McCall, Parkhurst & Horton L.L.P.
Attn: Richard Donoghue
600 Congress Ave, Suite 2150
Austin, TX 78701

If to Owner: Lakeside Meadows, LLC
Attn: Charlie Nichols
4201 Marathon Blvd, Suite 201
Austin, TX 78756

With a copy to: Metcalf Wolff Stuart & Williams, LLP
Attn: Talley Williams
221 W. 6th, Suite 1300
Austin, Texas 78701

Section 8.02. Fee Arrangement.

(a) In addition to any costs paid by the Owner pursuant to a professional services agreement, all fees of legal counsel related to the issuance of the applicable PID Bonds including fees for the preparation of customary bond documents and the obtaining of Attorney General approval for the PID Bonds, will be paid at closing from the proceeds of the PID Bonds. It is hereby acknowledged and agreed that fees for the City's Bond Counsel, Trustee, Trustee's Counsel, Financial Advisor, the Underwriter, and Underwriter's Counsel will be paid at the Issue Date of the PID Bonds in accordance with the budget attached as Exhibit "H" hereto.

(b) The Owner shall be solely responsible for the costs associated with the issuance of any Parity Bonds. The terms of subparagraph (a) above shall apply to the Owner in the event that any Parity Bonds are issued.

(c) The City has entered 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.

(d) The City will work with the Administrator to use good faith efforts to maintain Annual Collection Costs that do not result in an Annual Installment in excess of the Maximum Annual Installment (as defined in the applicable Landowner Agreements) contained in any of the applicable Landowner Agreements.

Section 8.03. Assignment.

(a) Notwithstanding Section 4.04 above, Owner may assign in whole or part its rights and obligations under this Agreement to persons purchasing all of the Property or a part of the Property in accordance with Section 8.03 but not to an individual purchaser of a lot within a recorded final plat. This Agreement may be assigned by Owner without the consent of the City or any third-party entity that is not in default in the payment of taxes, assessments, fees, or any agreements with the City and that entity has the financial capacity to perform this Agreement and Owner will be released from its obligations under this Agreement upon delivery of a notice of assignment to the City.

(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) This Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by Owner, only the grantees and assignees and then current owners of any portion of the Property so assigned shall be liable under this Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to Owner, Additional Owners, or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not. Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

Section 8.04. Term of Agreement.

This Agreement shall terminate on the date on which the City and Owner discharge all of their obligations hereunder. This section 8.04 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 shall 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 shall 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, 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 shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly 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 shall 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 shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 8.07. Amendments.

This Agreement may only 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.

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.

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, Assessment Ordinance, PID Bond Ordinance and Indenture.

Section 8.14. City's Acceptance of Authorized Improvements.

The City hereby agrees that it will not unreasonably withhold the final acceptance of any

of the Authorized Improvements and will work with the Owner in good faith to expedite review and acceptance of such Authorized Improvements.

Section 8.15. Verifications of Statutory Representations and Covenants. The Owner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

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

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

(d) No Boycott of Energy Companies. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

Section 8.16. Disclosure of Interested Parties.

Submitted herewith is a completed Form 1295 in connection with the execution of this Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form

1295 from Owner. The City and Owner understand and agree that, with the exception of information identifying the issuer and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.

Section 8.17. Exhibits.

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

- Exhibit A - Definitions
- Exhibit B - Property
- Exhibit C - Draft of Service and Assessment Plan
- Exhibit D - Authorized Improvements
- Exhibit E - Form of Certification for Payment
- Exhibit F - Closing Disbursement Request
- Exhibit G - Buyer Disclosure Program
- Exhibit H - Budget (City Consultants)
- Exhibit I - Improvement Areas

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

By: _____
Name: _____
Title: _____

[Signatures Continue on Next Page]

Lakeside Meadows, LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS INSTRUMENT is acknowledged before me on this ____ day of _____, 2024, by _____, _____ of Lakeside Meadows, LLC, a Texas limited liability company, on behalf of said limited liability company.

[SEAL]

Notary Public, State of Texas

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 the Acquisition and Reimbursement Agreement dated June 14, 2022 executed by the City and Owner.

“**Actual Cost(s)**” means the Owner’s demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the City. The Actual Costs may include (a) the costs incurred by or on behalf of the Owner (either directly or through affiliates) for the design, planning, financing, acquisition, installation, construction and/or implementation of such Authorized Improvements, (b) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvements, (c) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, appraisals, legal, accounting and similar professional services, taxes (property and franchise) related to the Authorized Improvements; (d) all labor, bonds and materials, including equipment and fixtures, by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvements, (e) all related permitting, zoning and public approval expenses, architectural, engineering, and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and all payments for Administrative Expenses after the date of a resolution authorizing such reimbursement, plus Interest, if any, calculated from the respective dates of the expenditures until the date of reimbursement therefore.

“**Additional Owners**” means Meritage Homes of Texas, LLC, an Arizona limited liability company, NP Lakeside 130, LLC, a Missouri limited liability company, Brightland Homes, Ltd., a Texas limited partnership, Vatga Developers, LLC, a Texas limited liability company, USRP Pflugerville III, LLC, a Delaware limited liability company, USRP I Pflugerville, LLC, a Delaware limited liability company, USRP Pflugerville II, LLC, a Delaware limited liability company, and Pecan Commerce Center ILP, a Delaware limited partnership, and DCV Austin II, Ltd., a Texas limited partnership.

“**Administrator**” means the employee or designee of the City, including a third party designee whom the City designates by contract, who shall have the responsibilities provided for herein and in the Service and Assessment Plan. As of the Effective Date, the City has designated P3Works as the Administrator.

“**Administrative Expenses**” means the administrative, organization, and operation costs and expenses associated with, or incident to, the administration, organization, operation of the District, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) organizing the District

and preparing the assessment roll, (iii) computing, levying, collecting and transmitting the Special Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Special Assessments, (v) issuing, paying and redeeming the PID Bonds, (vi) investing or depositing the Special Assessments, (vii) complying with the Service and Assessment Plan and the PID Act with respect to the PID Bonds and the administration of the District, including continuing disclosure requirements, (viii) paying the paying agent/registrar's and trustee's fees and expenses (including the fees and expenses of its legal counsel), and (ix) administering the construction of the Authorized Improvements, in accordance with the terms of this Agreement.

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

“Annual Installments” shall have the meaning given in the Service and Assessment Plan.

“Assessment Levy Request” means a written request made by Owner to the City to levy Special Assessments. This Agreement shall serve as Owner's Assessment Levy Request.

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

“Assessment Ordinance” means the ordinance adopted by the City Council approving the Service and Assessment Plan (or such amendments to the Service and Assessment Plan) and levying the Special Assessments, as required by Article II of this Agreement.

“Attorney General” means the Texas Attorney General's Office.

“Authorized Improvement(s)” means individually or collectively any, each, and, or, all improvements which are included in the Service and Assessment Plan as such plan is amended and updated from time to time.

“Bond Issuance Costs” means costs relating to the authorization, sale and issuance of the PID Bonds including printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Trustee, including its first annual administration fee, expenses incurred by the City or Owners in connection with the issuance of the PID Bonds, Financial Advisor fees, the SAP Consultant fees, the bond (underwriter's) discount or underwriting fee, legal fees and charges, including bond counsel, charges for execution, transportation and safekeeping of the PID Bonds and other costs, charges and fees in connection with the issuance of the PID Bonds.

“Bond Issuance Request” means the written request made by Owner to the City to issue PID Bonds 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 Pledged Revenue Account” means the separate and unique account under the Pledged Revenue Fund established by the City under such name pursuant to the Indenture where the portion of the Special Assessment Revenue allocated to the payment of debt service on the PID Bonds shall be deposited as set forth in Section 2.03 hereof.

“Buyer Disclosure Program” means the disclosure program, administered by the PID Administrator as set forth in Exhibit “G” attached hereto or as otherwise agreed to by the City and the Owner(s) that establishes a mechanism to disclose to each “end user/homeowner” the terms and conditions under which their lot or parcel is burdened by the District.

“Certification for Payment” means the certificate in substantially the same form attached hereto as Exhibit “E”.

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

“City Construction Representative” means the employee or designee of the City carrying out the duties as described in this Agreement.

“City Council” means the duly elected governing body and council of the City.

“City Manager” means the City Manager of the City or his/her designee(s).

“Closing Disbursement Request” has the meaning given in Section 4.02(d) of this Agreement.

“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.

“County” means Travis County, Texas.

“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 the recitals to this Agreement.

“Financial Advisor” means RBC Capital Markets, LLC.

“Improvement Areas” means Improvement Area #1 and Improvement Area #2.

“Improvement Area #1” includes the property depicted on Exhibit “I”.

“Improvement Area #2” includes the property depicted on Exhibit “I”.

“**Indenture**” means that certain Indenture of Trust between the City and Trustee covering the PID Bonds for the Property, as it may be amended from time to time.

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

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

“**Landowners**” means collectively, the Owner and the Additional Owners.

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

“**Non-Benefitted Property**” means Parcels within the boundaries of the District that accrue no special benefit from Authorized Improvements, as determined by the City Council, including Parcels owned by a public entity. A Parcel is not assessed if the Parcel is identified as Non-Benefitted Property at the time the Special Assessments (i) are levied or (ii) are reallocated pursuant to an amendment to the Service and Assessment Plan.

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

“**Operating Account**” has the meaning given in Section 4.02(d) of 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.

“**Owner Expended Funds**” means any qualified and permitted costs approved by the City (including, but not limited to any funds expended by Owner for cost of issuance fees) which shall, concurrently with the initial draw from the applicable PID Bonds, be paid to Owner.

“**Parcel**” means a property identified by either a tax map identification number assigned by the Travis 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 Travis County, or by any other means determined by the City.

“**Parity Bonds**” means any PID Bonds issued subsequent to the PID Bonds and secured on a parity basis therewith, if applicable.

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

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

“**PID Bond Ordinance**” means and refers to the ordinance or ordinances of the City Council that will authorize and approve the issuance and sale of the PID Bonds and provide for their security and payment, either under the terms of the Bond Ordinance or the 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 Special Assessments, including earnings and income derived from the investment or deposit of Special 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, which may include funds for any required reserves and amounts necessary to pay the Bond Issuance Costs, and to be secured by a pledge of the PID Bond Security pursuant to the authority granted in the PID Act, and as required by this Agreement for the purposes of (i) financing the costs of the Authorized Improvements and related costs, and (ii) reimbursing the Owner for Actual Costs paid prior to the issuance of and payment for the PID Bonds.

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

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

“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 Pape-Dawson, Inc.

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

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

“PUD” has the meaning given in the recitals of this Agreement.

“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 PUD.

“SAP Consultant” means Development Planning and Financing Group, Inc.

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

“Service and Assessment Plan” means the Lakeside Meadows Public Improvement District Service and Assessment Plan (as such plan is amended 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. The Parties hereby acknowledge that the Service and Assessment Plan may be amended from time to time.

“Special 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.

“Special Assessment Revenues” means the monies collected from Special Assessments, including supplemental assessments and reassessments, interest, expenses, or penalties on Special Assessments, prepayments, foreclosure proceeds, and proceeds from a guarantor, if any, of the Special Assessments.

“State” means the State of Texas.

“Trustee” means the trustee under the Indenture, and any successor thereto permitted under the Indenture.

“Underwriter” means a qualified, third party underwriter selected by the City.

Exhibit “B”

PROPERTY

Exhibit “C”

DRAFT OF ASSESSMENT PLAN

[See Attached]

Exhibit "D"

AUTHORIZED IMPROVEMENTS

Authorized Improvements [a]
City Permitting Fees - Phase 1
City Inspection Fees - Phase 1
Road Industrial Collectors
TXDOT Improvements
Wastewater
Water
Erosion & Sedimentation Control
Drainage and Detention
Pond
Site Disturbance Permit
Tree Protection
Additional Traffic Improvements
Parks & Trails
Open Space
Entry
Engineering - Preliminary Plan, TIA, Flood Study
Engineering - Offsite Utility Projects
Engineering - Construction Plans
Drainage Report
Offsite Water Improvements
Offsite Wastewater Improvements
Permitting and Inspection Fees - Offsite
Pedestrian Bridge
Easement for Utilities
Developer Fee
District Formation Costs
Contingency

Exhibit “E”

**FORM OF CERTIFICATION FOR PAYMENT
(Design – Lakeside Meadows)
[Improvement Area #1] [Improvement Area #2]**

_____ (“**Construction Manager**”) hereby requests payment for the percentage of design costs completed (the “**Design Costs**”) described in Attachment A attached hereto. Capitalized undefined terms shall have the meanings ascribed thereto in the Lakeside Meadows Public Improvement District Financing Agreement between (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 a duly 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 design work described in Attachment A has been completed in the percentages stated therein.

3. The true and correct Design Costs for which payment is requested are set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.

4. Attached hereto as Attachment B is a true and correct copy of a unconditional waiver(s) evidencing that any contractor or subcontractor having performed design work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.

5. Attached hereto as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Design 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 Design described in Attachment A has been reviewed, verified and approved by the City Construction Representative of the City. Payment of the Design Costs are hereby approved.

Date: _____

CITY OF PFLUGERVILLE, TEXAS

By: _____
City Construction Representative

ATTACHMENT A TO CERTIFICATION OF PAYMENT (DESIGN)

<u>Description of Design Work</u>	<u>Percentage of Design Work Completed under this Certification for Payment</u>	<u>Design Costs</u>	<u>Total Percentage of Design Work Completed</u>
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ATTACHMENT B TO CERTIFICATION OF PAYMENT (DESIGN)

[attached – unconditional waivers]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (DESIGN)

[attached – receipts]

EXHIBIT “E”
FORM OF CERTIFICATION FOR PAYMENT
(Construction – Lakeside Meadows)
[Improvement Area #1] [Improvement Area #2]

_____ (“**Construction Manager**”)
hereby requests payment of the Actual Cost of the work described in Attachment A attached hereto (the “**Draw Actual Costs**”). Capitalized undefined terms shall have the meanings ascribed thereto in the Lakeside Meadows Public Improvement District Financing Agreement between **LAKESIDE MEADOWS, LLC**, a Texas limited liability company and the City of Pflugerville, Texas (the “**City**”), dated as of _____. 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 a duly 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 are 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 hereto as Attachment B is a true and correct copy of a true and correct copy of unconditional waiver(s) 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 hereto 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 of each Segment for which payment is requested.

[Signature Page Follows]

SIGNATURE PAGE TO
FORM OF CERTIFICATION FOR PAYMENT

Date : _____

[Construction Manager Signature Block to
Be inserted]

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

Project Engineer

APPROVAL BY THE CITY

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

Date: _____

CITY OF PFLUGERVILLE, TEXAS

By: _____
City Construction Manager

ATTACHMENT A TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Draw Actual Costs</u>
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ATTACHMENT B TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[unconditional waivers – attached]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[RECEIPTS – ATTACHED]

Exhibit “F”

FORM OF CLOSING DISBURSEMENT REQUEST

(Closing Disbursement Request – Lakeside Meadows)

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent _____ (including its Designated Successors and Assigns, the “**Owner**”) and requests payment to the Owner from the applicable account of the Project Fund from _____ (the “**Trustee**”) in the amount of \$_____ to be transferred from the applicable account of the Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Lakeside Meadows Public Improvement District (the “**District**”), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City of Pflugerville, Texas (the “**City**”) and the Trustee dated as of _____, 20__ (the “**Indenture**”) relating to the “[INSERT NAME OF BONDS] (the “**PID Bonds**”).

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

1. The undersigned is a duly 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 have not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below costs is a true and accurate representation of the actual Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.
4. The Owner is in compliance with the terms and provisions of the PID Financing Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture and the PID Financing Agreement 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 said review.

Payments requested hereunder shall be made as directed below:
[Information regarding amount and deposit instructions attached]

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

OWNER

By: _____

Its: _____

By: _____

Name: _____

Title: _____

Exhibit “G”

PROPERTY BUYER DISCLOSURE PROGRAM

A Builder¹ for an Assessed Parcel shall provide each residential homebuyer or purchaser of Commercial property (the “**Buyer**”) with the “Notice of Obligation to Pay Public Improvement District Assessment to the City of Pflugerville” in accordance with the PID Act and on the form attached to the Assessment Plan.

2. A Builder for an Assessed Parcel shall provide evidence of compliance with 1 above, signed by such Buyer, to the City upon receipt of written request by the City or Developer which sets forth the City’s mailing address and other contact information.

3. A Builder for an Assessed Parcel shall prominently display signage provided by Developer or the PID Administrator in its model homes, if any, located within the Property.

4. If prepared and provided by the City and approved by Developer (such approval not to be unreasonably withheld), a Builder for an Assessed Parcel shall distribute informational brochures about the existence and effect of the PID in prospective homebuyer and commercial property buyer sales packets.

5. A Builder shall include Special Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective property buyers for an Assessed Parcel.

6. The Developer must post signage along the main entry/exits located at the boundaries of the Public Improvement District that identifies the area as a Public Improvement District. All signage shall be clearly visible to all motorists entering and exiting the District.

¹ A “Builder” shall be defined as a commercial builder or developer who is in the business of (a) constructing and/or selling residences to individual home buyers and/or (b) developing, constructing and/or selling commercial property to end users (e.g. multifamily, office, hotel).

EXHIBIT “H”

BUDGET

City’s Financial Advisor	2.00% of par value of each series of bonds
Bond Counsel	2.00% of par value of each series of bonds, minimum of \$50,000 per series
Underwriter	2.00% of par value of each series of bonds
Underwriter's Counsel	1.00% of par value of each series of bonds

EXHIBIT "I"
IMPROVEMENT AREAS