

**ORDINANCE NO. 2024-\_\_**

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

WHEREAS, Subchapter A of Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City on February 9, 2016 (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 extraterritorial jurisdiction of the City to be known as Heritage 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, an amended and restated petition was submitted and filed with the City Secretary of the City on June 29, 2017 (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 then current ad valorem tax rolls of the Hays Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment within the District; and

WHEREAS, on November 14, 2017, after due notice, the City Council of the City held the public hearing in the manner required by law on the advisability of the improvement projects described in the Amended and Restated Petition as required by Section 372.009 of the PID Act and on November 14, 2017 the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2017-74 (the "Creation Resolution"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, following the adoption of Creation Resolution, on November 30, 2017, the City published notice of its authorization of the creation of the District in *The Dripping Springs Century News*, 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 Creation Resolution; and

WHEREAS, the District is being developed in phases, including the development of an area encompassing approximately 75.57 acres within the District designated as "Improvement Area #2" ("Improvement Area #2"); and

WHEREAS, pursuant to the PID Act, the proposed "*Improvement Area #2 Assessment Roll*" and service and assessment plan were filed with the City Secretary; 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 September 17, 2027 was published on August 28, 2024, advising that the City Council would consider the levy of the proposed assessments (the "Improvement Area #2 Assessments") on real property within Improvement Area #2 of the District was published in *The Wimberley View* and *The Dripping Springs Century News*, each a newspaper of general circulation in the City; 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 and the Service and Assessment Plan (as defined herein) and the levy of the Improvement Area #2 Assessments on property within Improvement Area #2 of the District to the address of record at Hays 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 September 17, 2024, held a public hearing to consider the levy of the proposed Improvement Area #2 Assessments on property within Improvement Area #2 of the District, at which any and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Improvement Area #2 Assessment Roll, and the proposed Improvement Area #2 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #2 Assessments, the allocation of the Actual Costs (as defined in the attached Service and Assessment Plan) of the authorized improvements to be undertaken for the benefit of all property to be assessed within Improvement Area #2 of the District (the "Improvement Area #2 Authorized Improvements"), the purposes of the Improvement Area #2

Assessments, the special benefits of the Improvement Area #2 Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #2 Assessments; and

WHEREAS, the City Council finds and determines that the Heritage Public Improvement District Amended and Restated Service and Assessment Plan, which includes the 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 #2 Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan, 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 Improvement Area #2 Authorized Improvements as described in the Service and Assessment Plan, the Improvement Area #2 Assessment Roll, or the levy of the Improvement Area #2 Assessments; and

WHEREAS, in connection with the levy of the Improvement Area #2 Assessments, concurrently herewith, the owners (the "Landowners") of the privately-owned and taxable property located within Improvement Area #2 will each execute a landowner certificate, wherein the Landowners, among other things, approve and accept this Ordinance and the Service and Assessment Plan, including the Improvement Area #2 Assessment Roll, consents to and accepts the levy of the Improvement Area #2 Assessments against their property located within the District and agree to pay the Improvement Area #2 Assessments; and

WHEREAS, the City Council closed the public hearing on September 17, 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, 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 DRIPPING SPRINGS, TEXAS:**

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

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

Section 3. The Service and Assessment Plan attached to this Ordinance as **Exhibit A** has been presented to and reviewed by the City Council and the City Council hereby approves said Service and Assessment Plan and adopts the attached Service and Assessment Plan as the service

plan and assessment plan for Improvement Area #2 within the District. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

Section 4. The Improvement Area #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 Improvements*") and Improvement Area #2's allocable share of Major Improvements (as defined in the Service and Assessment Plan) (the "*Improvement Area #2 Major Improvements*" and, together with the Improvement Area #2 Improvements, the "*Improvement Area #2 Projects*"). The Improvement Area #2 Improvements 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 5. 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 H-1 and Exhibit H-2 of the Service and Assessment Plan attached hereto.

Section 6. There shall be and is hereby levied and assessed against the property within Improvement Area #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 H-1 and Exhibit H-2 of the Service and Assessment Plan attached hereto and made a part hereof shown for each of the respective parcels of property, and the assessed against the same, and the owners thereof.

Section 7. The sums assessed against property located within Improvement Area #2 of the District and the real and true owners or owner thereof, whether the owner or owners be named or correctly named, or the properties be correctly described therein or not, together with interest thereon at the rate per annum when required as set forth in the Service and Assessment Plan and with reasonable attorney's fees and all costs and expenses of collection, if incurred, are hereby declared to be and made a first and prior lien upon the respective parcels of property against which

same are assessed from and after this date, and a personal liability and charge against the real and true owner or owners thereof, whether or not such owner or owners be correctly named herein, paramount and superior to all other liens, claims or titles except for lawful claims for state, county, school district, or municipality ad valorem taxes; and that the sum so assessed shall be payable to the City or its assigns in accordance with the Improvement Area #2 Assessment Roll attached as Exhibit H-1 and Exhibit H-2 to the Service and Assessment Plan.

Section 8. (a) The levy of the Improvement Area #2 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 #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) Improvement Area #2 Assessments and Annual Installments shall be collected, administered and may be reallocated, and the costs of improvements paid, as set forth in: (i) this Ordinance; (ii) the Service and Assessment Plan and (iii) any ordinance, resolution, bond indenture or agreement approved by the City Council.

(d) Each Improvement Area #2 Assessment may be paid in a lump sum or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Improvement Area #2 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 #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.

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

Section 9. This Ordinance incorporates by reference all provisions and requirements of the PID Act.

Section 10. If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have

passed such remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 11. This Ordinance shall take effect immediately from and after its passage and it is accordingly so ordained.

Section 12. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Improvement Area #2 Assessment Roll, to be filed with the Hays 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 13. (a) P3Works, LLC is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Annual Collection Cost.

(b) The Hays County Tax Assessor-Collector is hereby appointed and designated as the collector of the Improvement Area #2 Assessments (the "Collector"). The Collector shall serve in such capacity unless and until replaced by subsequent action of the City Council.

*[Remainder of page left blank intentionally]*

PASSED AND APPROVED on September 17, 2024.

CITY OF DRIPPING SPRINGS, TEXAS

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Bill Foulds, Mayor

[CITY SEAL]

ATTEST:

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Diana Boone, City Secretary

APPROVED AS TO FORM

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Laura Mueller, City Attorney

**EXHIBIT A**

**HERITAGE PUBLIC IMPROVEMENT DISTRICT  
SERVICE AND ASSESSMENT PLAN**



# Heritage Public Improvement District

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PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND  
ASSESSMENT PLAN

AUGUST 20, 2024



## TABLE OF CONTENTS

Table of Contents .....	1
Introduction .....	3
Section I: Definitions .....	5
Section II: The District .....	13
Section III: Authorized Improvements .....	13
Section IV: Service Plan .....	16
Section V: Assessment Plan .....	16
Section VI: Terms of the Assessments .....	19
Section VII: Assessment Roll .....	25
Section VIII: Additional Provisions .....	25
List of Exhibits .....	28
Exhibit A-1 – District Legal Description .....	29
Exhibit A-2 – Improvement Area #1 Legal Description .....	35
Exhibit A-3 – Improvement Area #2 Legal Description .....	36
Exhibit A-4 – Future Improvement Areas Legal Description .....	37
Exhibit B-1 – District Boundary Map .....	38
Exhibit B-2 – Improvement Area #1 Boundary Map .....	39
Exhibit B-3 - Improvement Area #2 Boundary Map .....	40
Exhibit B-4 – Future Improvement Areas Boundary Map .....	41
Exhibit C – Authorized Improvements .....	42
Exhibit D – Service Plan .....	43
Exhibit E – Sources and Uses .....	44
Exhibit F – Improvement Area #1 Assessment Roll .....	45
Exhibit G – Improvement Area #1 Annual Installments .....	50
Exhibit H-1 – Improvement Area #2 Assessment Roll .....	51
Exhibit H-2 – Improvement Area #2 Assessment Roll By Block and Lot .....	52
Exhibit I – Improvement Area #2 Annual Installments .....	56
Exhibit J – Maximum Assessment Per Lot Type .....	57
Exhibit K – Estimated Buildout Value for Improvement Area #1, Improvement Area #2 and Future Improvement Areas .....	58

Exhibit L-1 – Improvement Area #1 Final Plat .....	59
Exhibit L-2 Improvement Area #2 Final Plat .....	63
Exhibit M – Lot Type Classification Map .....	68
Exhibit N – Map of Major Improvements .....	69
Exhibit O – Map of Improvement Area #1 Improvements .....	70
Exhibit P – Map of Improvement Area #2 Improvements.....	71
Exhibit Q – Notice of PID Assessment Termination.....	72
Exhibit R – Homebuyer Disclosures .....	75
Lot Type 1 Disclosure .....	76
Lot Type 2 Disclosure .....	82
Lot Type 3 Disclosure .....	88
Lot Type 4 Buyer Disclosure.....	94
Lot Type 5 Disclosure .....	100
Lot Type 6 Disclosure .....	106
Lot Type 7 Disclosure .....	112
Improvement Area #2 Initial Parcel Disclosure .....	118
Appendix A – Engineer’s Report .....	124

## INTRODUCTION

Capitalized terms used in this 2024 Amended and Restated Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this 2024 Amended and Restated 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 2024 Amended and Restated Service and Assessment Plan, or an Exhibit attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes.

On November 14, 2017, the City passed and approved Resolution No. 2017-74 authorizing the creation of the District. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 188.943 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**.

On June 6, 2023, the City Council approved the 2023 Service and Assessment Plan and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within Improvement Area #1 of the District by approving the 2023 Assessment Ordinance. The 2023 Service and Assessment Plan identifies the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. The City also adopted an Assessment Roll for Improvement Area #1 of the District identifying the Assessment on each Lot within Improvement Area #1 of the District, based on the method of assessment identified in the 2023 Service and Assessment Plan.

On July 2, 2024, the City approved Ordinance No. 2024-25 approving the 2024 Annual Service Plan Update which updated the Improvement Area #1 Assessment Roll for 2024.

This 2024 Amended and Restated Service and Assessment Plan serves to amend and restate the 2023 Service and Assessment Plan in its entirety for the purposes of (1) identifying the Improvement Area #2 Authorized Improvements and the estimated costs thereof; (2) levying the Improvement Area #2 Assessments; (3) issuing the Improvement Area #2 Bonds; and (4) approving the Improvement Area #2 Assessment Roll.

The PID Act requires a Service Plan that covers a period of at least five years, defines the annual indebtedness and projected cost of the Authorized Improvements and includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV** and the form of notice is attached as **Exhibit Q**.

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 its 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 included as **Exhibit F**. The Improvement Area #2 Assessment Roll is included as **Exhibit H-1**. The Improvement Area #2 Assessment Roll by block and lot is included as **Exhibit H-2** for illustrative purposes only.

## SECTION I: DEFINITIONS

**“2023 Assessment Ordinance”** means Ordinance No. 2023-17, which was passed and adopted by the City Council on June 6, 2023, which approved the levy of the Improvement Area #1 Assessments for Improvement Area #1 Assessed Property and the Improvement Area #1 Assessment Roll.

**“2023 Service and Assessment Plan”** means the 2023 Service and Assessment Plan adopted by the City pursuant to the 2023 Assessment Ordinance which identified the Improvement Area #1 Authorized Improvements and the estimated costs thereof, approved the levy of the Improvement Area #1 Assessments for Improvement Area #1 Assessed Property, and the Improvement Area #1 Assessment Roll.

**“2024 Amended and Restated Service and Assessment Plan”** means this 2024 Amended and Restated Service and Assessment Plan.

**“2024 Annual Service Plan Update”** means the Annual Service Plan Update adopted by the City by Ordinance No. 2024-25 on July 2, 2024, which updated the Improvement Area #1 Assessment Roll for 2024.

**“2024 Assessment Ordinance”** means Ordinance No. \_\_\_\_\_ which was passed and adopted by the City Council on \_\_\_\_\_, 2024, which approved the levy of the Improvement Area #2 Assessments for Improvement Area #2 Assessed Property and the Improvement Area #2 Assessment Roll.

**“Actual Costs”** mean, with respect to the Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner: (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. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded

from the amount upon which the general contractor and construction management fees are calculated.

**“Additional Interest”** means the amount collected by application of the Additional Interest Rate.

**“Additional Interest Rate”** means an additional interest rate not to exceed 0.50% that may be charged on Assessments securing PID Bonds, pursuant to Section 372.018 of the PID Act.

**“Administrative Reserves”** means the estimated first year Annual Collection Costs.

**“Administrator”** means the City or the person or independent firm designated by the City who shall have the responsibility provided in this 2024 Amended and Restated Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

**“Annual Collection Costs”** mean 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) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2024 Amended and Restated Service and Assessment Plan and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, 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 includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest related to PID Bonds, if applicable.

**“Annual Service Plan Update”** means an update to this 2024 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

**“Appraisal District”** means Hays Central Appraisal District.

**“Assessed Property”** means any Parcel within the District that benefits from an Authorized Improvement and on which an Assessment is levied.

**“Assessment”** means an assessment levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment

Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

**“Assessment Ordinance”** means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on the Assessed Property, as shown on the applicable 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, more specifically described in **Section V**.

**“Assessment Roll”** means one or more assessment rolls for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein, and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included as **Exhibit F**. The Improvement Area #2 Assessment Roll is included as **Exhibit H-1**. The Improvement Area #2 Assessment Roll by block and lot is included as **Exhibit H-2** for illustrative purposes only.

**“Authorized Improvements”** means improvements authorized by Section 372.003 of the PID Act as described in **Section III** and depicted on **Exhibit N, Exhibit O, and Exhibit P**.

**“Bobwhite”** means BobWhite Investments, L.P., a Texas limited partnership.

**“Bond Issuance Costs”** means the costs associated with issuing PID Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, initial trustee fee, appraisal fees, printing costs, publication costs, City costs, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

**“City”** means the City of Dripping Springs, Texas.

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

**“County”** means Hays County, Texas.

**“Delinquent Collection Costs”** mean, for a Parcel, 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 2024 Amended and Restated Service and Assessment Plan, including costs and expenses to foreclose liens.

**“Developer”** means M/I Homes of Austin, LLC, an Ohio limited liability company, and its successors and assigns.



**“District”** means the Heritage Public Improvement District containing approximately 188.943 acres located within the City and shown on **Exhibit B-1** and more specifically described in **Exhibit A-1**.

**“Estimated Buildout Value”** means the estimated buildout value of an Assessed Property, assuming fully constructed horizontal and vertical improvements thereon, 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. For the purposes of determining the allocation of Assessments between Lot Types in Future Improvement Areas, the Estimated Buildout Values shown on **Exhibit K** will not change.

**“Financing and Reimbursement Agreement”** means that certain Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement by and between the Developer and the City, dated December 20, 2022.

**“Future Improvement Areas”** means approximately 76.30 acres located within the District, as shown on **Exhibit B-4** and more specifically described in **Exhibit A-4**.

**“Improvement Area #1”** means approximately 37.073 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**.

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

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

**“Improvement Area #1 Assessment”** means an Assessment levied against Improvement Area #1 Assessed Property and imposed pursuant to the 2023 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit F**, 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 and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit F**, as updated, modified, or amended from time to time in accordance with the

procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

**“Improvement Area #1 Authorized Improvements”** mean the Improvement Area #1 Projects, the Administrative Reserves and Bond Issuance Costs related to the Improvement Area #1 Bonds.

**“Improvement Area #1 Bonds”** mean those certain “City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project)” that are secured by Improvement Area #1 Assessments.

**“Improvement Area #1 Improvements”** mean those Authorized Improvements that only benefit Improvement Area #1, more specifically described in **Section III.B**.

**“Improvement Area #1 Major Improvements”** means Improvement Area #1’s allocable share of the Major Improvements.

**“Improvement Area #1 Projects”** mean the Improvement Area #1 Improvements and the Improvement Area #1 Major Improvements.

**“Improvement Area #2”** means approximately 75.57 acres located within the District, as shown on **Exhibit B-3** 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 includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**“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 an Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to the 2024 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit H-1**, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act. The Improvement Area #2 Assessment Roll by block and lot is included as **Exhibit H-2** for illustrative purposes only.

**“Improvement Area #2 Assessment Roll”** means the Assessment Roll for the Improvement Area #2 Assessed Property and included in this 2024 Amended and Restated Service and Assessment

Plan as **Exhibit H-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 any Annual Service Plan Update. The Improvement Area #2 Assessment Roll by block and lot is included as **Exhibit H-2** for illustrative purposes only.

**“Improvement Area #2 Authorized Improvements”** mean the Improvement Area #2 Projects, and the Administrative Reserves and Bond Issuance Costs related to the Improvement Area #2 Bonds.

**“Improvement Area #2 Bonds”** mean those certain “City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2024 (Heritage Public Improvement District Improvement Area #2 Project)” that are secured by Improvement Area #2 Assessments.

**“Improvement Area #2 Improvements”** mean those Authorized Improvements that only benefit Improvement Area #2, more specifically described in **Section III.C**.

**“Improvement Area #2 Initial Parcel”** means all of the Improvement Area #2 Assessed Property against which the entire Improvement Area #2 Assessment is levied, as shown on the Improvement Area #2 Assessment Roll.

**“Improvement Area #2 Major Improvements”** means Improvement Area #2’s allocable share of the Major Improvements.

**“Improvement Area #2 Projects”** mean the Improvement Area #2 Improvements and the Improvement Area #2 Major Improvements.

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

**“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.

**“Lot Type”** means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, single-family residential, 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 determined by the Administrator and confirmed and approved by the City Council.

“**Lot Type 1**” means a Lot within Improvement Area #1 designated as a 40’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“**Lot Type 2**” means a Lot within Improvement Area #1 designated as a 45’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“**Lot Type 3**” means a Lot within Improvement Area #1 designated as a 50’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“**Lot Type 4**” means a Lot within Improvement Area #2 designated as a 35’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“**Lot Type 5**” means a Lot within Improvement Area #2 designated as a 40’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“**Lot Type 6**” means a Lot within Improvement Area #2 designated as a 45’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“**Lot Type 7**” means a Lot within Improvement Area #2 designated as a 50’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“**Major Improvements**” mean the Authorized Improvements that benefit the entire District, and are more specifically described in **Section III.A**.

“**Maximum Assessment**” means, for each Lot within Improvement Area #1 and Improvement Area #2, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown for each Lot Type on **Exhibit J**. 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 the Authorized Improvements. Property is identified as Non-Benefited Property at the time the Assessments (1) are levied or (2) are reallocated pursuant to a subdivision of a Parcel that receives no benefit.

“**Owner**” means collectively the Developer, Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes, and any of their respective successor and assigns.

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

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

**“PID Bonds”** mean bonds issued by the City, that are secured by Assessments, to finance the Actual Costs of the Authorized Improvements, inclusive of the Improvement Area #1 Bonds.

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

**“Prepayment Costs”** mean interest and Annual Collection Costs incurred up to the date of Prepayment.

**“Property ID”** mean a unique number assigned to each Parcel by the Appraisal District.

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

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

## SECTION II: THE DISTRICT

The District includes approximately 188.943 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**. Development of the District is anticipated to include approximately 595 single-family units and 105 multi-family units.

Improvement Area #1 includes approximately 37.073 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-2** and depicted on **Exhibit B-2**. Development of Improvement Area #1 includes 158 single-family units.

Improvement Area #2 includes approximately 75.57 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-3** and depicted on **Exhibit B-3**. Development of Improvement Area #2 is anticipated to include approximately 160 single-family units.

The Future Improvement Areas include approximately 76.30 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-4** and depicted on **Exhibit B-4**. Development of the Future Improvement Areas is anticipated to include approximately 277 single-family units and 105 multi-family units.

## SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Developer and their engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Major Improvements, the Improvement Area #1 Improvements, the Improvement Area #2 Improvements, the Bond Issuance Costs and the Administrative Reserves are Authorized Improvements and confer a special benefit on the respective Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit C**, and maps depicting the Authorized Improvements are shown on **Exhibit N**, **Exhibit O** and **Exhibit P**.

### A. Major Improvements

#### ▪ *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, signalization at the intersection of Ranch Road 12 and Roger Hanks Parkway, and reinforcing steel for collector roadways and slip streets. The grading associated with collector and slip street

construction is included. The erosion control associated with collector and slip street construction and wet pond construction is included. Mobilization costs are included. The signalization of RM 12 and Roger Hanks Parkway/Brookside Street and the channelized southbound right-turn movement on RM 12 at Roger Hanks Parkway/Brookside Street will be dedicated to TxDOT.

- *Drainage*

Improvements including storm pipe, storm manholes, junction boxes, headwalls, area inlets, curb inlets, manhole casting adjustments, wet pond improvements, and trench safety program associated with drainage improvements.

- *Trails and Landscaping*

Improvements necessary to construct the 10' hike and bike trail that runs East to West along North Roger Hanks Parkway, the 8' hike and bike trail that runs from the Northern overall property boundary to the Southern overall property boundary and Entry Monumentation improvements at the intersection of Ranch Road 12 and North Roger Hanks Parkway.

- *Soft Costs*

Estimated to be 16% of hard costs, inclusive of a 4% construction management fee.

## **B. Improvement Area #1 Improvements**

- *Roadway*

Subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, and reinforcing steel for internal roadways. Grading and erosion control that are not associated with the wet pond or North Roger Hanks Parkway and mobilization are included.

- *Drainage*

Trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #1.

- *Wastewater*

Trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other

necessary appurtenances required to provide wastewater service to each Parcel within Improvement Area #1.

- *Landscaping*

Landscaping improvements including plantings, Improvement Area #1 Pocket Park, fencing, and secondary entry signage.

- *Soft Costs*

Estimated to be 16% of hard costs, inclusive of a 4% construction management fee.

### **C. Improvement Area #2 Improvements**

- *Roadway*

Subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, mobilization, erosion control, and reinforcing steel for internal roadways.

- *Drainage*

Trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #2.

- *Wastewater*

Trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Parcel within Improvement Area #2.

- *Landscaping*

Landscaping improvements including plantings, and Improvement Area #2 pocket park.

- *Soft Costs*

Estimated to be 16% of hard costs, inclusive of a 4% construction management fee.

### **D. Bond Issuance Costs**

- *Debt Service Reserve Fund*

Equals the amount required under an applicable Indenture in connection with the



issuance of PID Bonds.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds, and includes a fee for underwriter's counsel.

- *Cost of Issuance*

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, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

#### **E. Administrative Reserves**

Estimated first year Annual Collection Costs.

### **SECTION IV: SERVICE PLAN**

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The buyer disclosures are attached hereto as **Exhibit R**.

**Exhibit E** summarizes the sources and uses of funds required to construct the Authorized Improvements and pay the Administrative Reserves and Bond Issuance Costs. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

### **SECTION V: ASSESSMENT PLAN**

The PID Act allows the City Council to apportion the 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 Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council 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 reasonable

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

The determination by the City Council 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 Owner 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 Authorized Improvements shall be allocated as follows:

- Major Improvements shall be allocated pro rata between the Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property, and the Future Improvement Areas based on Estimated Buildout Value, as shown on **Exhibit K**.
- The Improvement Area #1 Improvements are allocated entirely to the Improvement Area #1 Assessed Property.
- The Improvement Area #2 Improvements are allocated entirely to the Improvement Area #2 Assessed Property.
- Bond Issuance Costs and Administrative Reserves shall be allocated entirely to the Assessed Property relating to the applicable PID Bonds.

#### **B. Assessments**

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F**, based on Estimated Buildout Value. The projected Improvement Area #1 Annual Installments are shown on **Exhibit G**, 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 H-1**, based on Estimated Buildout Value. The projected Improvement Area #2 Annual Installments are shown on **Exhibit I**, subject to revisions made during any Annual Service Plan Update.

#### **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*

1. The costs of Improvement Area #1 Authorized Improvements equal \$9,245,031 as shown on **Exhibit C**; and
2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Authorized Improvements equal to or greater than the Actual Costs of the Improvement Area #1 Authorized Improvements; and
3. The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Authorized Improvements, which equal \$7,043,000, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and
4. The special benefit ( $\geq$  \$9,245,031) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Authorized Improvements is greater than the amount of the Improvement Area #1 Assessments (\$7,043,000) levied on the Improvement Area #1 Assessed Property; and
5. At the time the City Council approved the 2023 Assessment Ordinance levying the Improvement Area #1 Assessments, the Owner and BobWhite together owned 100% of the Improvement Area #1 Assessed Property. The Owner and BobWhite acknowledged that the Improvement Area #1 Authorized Improvements confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Improvement Area #1 Authorized Improvements associated therewith. The Owner and BobWhite 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 2023 Assessment Ordinance, (2) the 2023 Service and Assessment Plan and the 2023 Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

- *Improvement Area #2*

1. The costs of Improvement Area #2 Authorized Improvements equal \$10,780,797 as shown on **Exhibit C**; and
2. The Improvement Area #2 Initial Parcel receives special benefit from Improvement Area #2 Authorized Improvements equal to or greater than the Actual Costs of the Improvement Area #2 Authorized Improvements; and
3. The Improvement Area #2 Initial Parcel will be allocated 100% of the Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property for

Improvement Area #2 Authorized Improvements, which equal \$6,873,000, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit H-1**; and

4. The special benefit ( $\geq \$10,780,797$ ) received by the Improvement Area #2 Initial Parcel from Improvement Area #2 Authorized Improvements is greater than the amount of the Improvement Area #2 Assessments (\$6,873,000) levied on the Improvement Area #2 Initial Parcel; and
5. At the time the City Council approved the 2024 Assessment Ordinance levying the Improvement Area #2 Assessments, the Owner owned 100% of the Improvement Area #2 Initial Parcel. The Owner acknowledged that the Improvement Area #2 Authorized Improvements confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for the Improvement Area #2 Authorized Improvements associated therewith. The Owner 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 2024 Assessment Ordinance, (2) this 2024 Amended and Restated Service and Assessment Plan and the 2024 Assessment Ordinance, and (3) the levying of the Improvement Area #2 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 Parcel of Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

#### **E. Additional Interest**

The interest rate on Assessments levied on the Assessed Property to pay the PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the 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 of the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2024 Amended and Restated Service and Assessment Plan 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 and a Property ID has been assigned by the Appraisal District, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the newly 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 same Lot Type

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

E = the number of Lots with same Lot Type

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

recorded subdivision plat. The calculation of the Estimated Buildout Value for a Lot shall be performed by the Administrator and confirmed by the City Council.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2024 Amended and Restated Service and Assessment Plan approved by the City Council. A subdivision plat has already been recorded for the Improvement Area #1 Assessed Property as shown on **Exhibit L-1** and for the Improvement Area #2 Assessed Property as shown on **Exhibit L-2**.

### *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 or Parcel may not exceed the Maximum Assessment 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 approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. 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 such Assessments.

## **C. Mandatory Prepayment of Assessments**

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the Administrator the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, 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 Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

#### **D. Reduction of Assessments**

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

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

#### **E. Prepayment of Assessments**

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

If an Assessment is paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised, accordingly by allocating the amount of the Prepayment pro rata to each remaining Annual Installment, or of PID Bonds were issued

secured by such Assessment, in accordance with the applicable Indenture; (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 2024 Amended and Restated 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, 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, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirement on all outstanding PID Bonds, if applicable.

#### **G. Payment of Assessment in Annual Installments**

**Exhibit G** shows the projected Improvement Area #1 Annual Installments. Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

**Exhibit I** shows the projected Improvement Area #2 Annual Installments. Assessments that are not paid in full shall be due and payable in Annual Installments. 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, with a copy provided to the Developer contemporaneously therewith, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and updated calculations of Annual Installments. Annual Collection Costs shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be collected 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.

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 non-delinquent Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act and the applicable Indenture, 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. The initial Improvement Area #1 Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2025. The initial Improvement Area #2 Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2026.

## SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel within the Improvement Area #1 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit H-1**. The Improvement Area #2 Assessment Roll by block and lot is included as **Exhibit H-2** for illustrative purposes only. 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 the Improvement Area #2 Assessed Property as part of each Annual Service Plan Update.

## SECTION VIII: ADDITIONAL PROVISIONS

### A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 2024 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive

remedy shall be to submit a written notice of error to the Administrator by December 1<sup>st</sup> 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 City Council meeting, and within 30 days after closing such meeting, the City Council shall make a final determination as to whether or not 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 2024 Amended and Restated Service and Assessment Plan, the 2024 Assessment Ordinance, or the 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 2024 Amended and Restated 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 2024 Amended and Restated 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 2024 Amended and Restated Service and Assessment Plan.

#### **C. Administration and Interpretation**

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2024 Amended and Restated 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 2024 Amended and Restated Service and Assessment Plan. Interpretations of this 2024 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

#### **D. Form of Buyer Disclosure**

Per Section 5.014 of the Texas Property Code, as amended, this 2024 Amended and Restated 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 on **Exhibit R**.

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 of this 2024 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this 2024 Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

#### **E. Severability**

If any provision of this 2024 Amended and Restated 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.

## LIST OF EXHIBITS

<b>Exhibit A-1</b>	District Legal Description
<b>Exhibit A-2</b>	Improvement Area #1 Legal Description
<b>Exhibit A-3</b>	Improvement Area #2 Legal Description
<b>Exhibit A-4</b>	Future Improvement Areas Legal Description
<b>Exhibit B-1</b>	District Boundary Map
<b>Exhibit B-2</b>	Improvement Area #1 Boundary Map
<b>Exhibit B-3</b>	Improvement Area #2 Boundary Map
<b>Exhibit B-4</b>	Future Improvement Areas Boundary Map
<b>Exhibit C</b>	Authorized Improvements
<b>Exhibit D</b>	Service Plan
<b>Exhibit E</b>	Sources and Uses
<b>Exhibit F</b>	Improvement Area #1 Assessment Roll
<b>Exhibit G</b>	Improvement Area #1 Annual Installments
<b>Exhibit H-1</b>	Improvement Area #2 Assessment Roll
<b>Exhibit H-2</b>	Improvement Area #2 Assessment Roll by Block and Lot
<b>Exhibit I</b>	Improvement Area #2 Annual Installments
<b>Exhibit J</b>	Maximum Assessment Per Lot Type
<b>Exhibit K</b>	Estimated Buildout Value for Improvement Area #1, Improvement Area #2, and Future Improvement Areas
<b>Exhibit L-1</b>	Improvement Area #1 Final Plat
<b>Exhibit L-2</b>	Improvement Area #2 Final Plat
<b>Exhibit M</b>	Lot Type Classification Map
<b>Exhibit N</b>	Map of Major Improvements
<b>Exhibit O</b>	Map of Improvement Area #1 Improvements
<b>Exhibit P</b>	Map of Improvement Area #2 Improvements
<b>Exhibit Q</b>	Notice of PID Assessment Termination
<b>Exhibit R</b>	Homebuyer Disclosures

## EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

### EXHIBIT A "Property"

#### TRACT 1:

A DESCRIPTION OF 34.247 ACRES IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 34.29 ACRE TRACT CONVEYED TO JOHN MARCUS BAIRD BY DEED DATED JANUARY 13, 1993 AND RECORDED IN VOLUME 971, PAGE 116 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 34.247 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar found for the southeast corner of the said 34.29 acre tract, being also the northeast corner of a 10.11 acre tract described in Volume 3444, Page 347 of the Official Public Records of Hays County, Texas, and being in the west line of Tract 1 of the P.L. Turner Subdivision, a subdivision of record in Volume 133, Page 444 of the Deed Records of Hays County, Texas.

**THENCE** with the south line of the 34.29 acre tract, being also the north line of the 10.11 acre tract, the following four (4) courses and distances:

1. South 81°14'08" West, a distance of 397.32 feet to a 1/2" rebar with Chaparral cap set,
2. South 84°24'01" West, a distance of 7.97 feet to a 1/2" rebar found,
3. South 85°19'17" West, a distance of 78.51 feet to a fence post found,
4. South 37°56'47" West, a distance of 97.35 feet to a 1/2" rebar found for the northwest corner of the 10.11 acre tract, being also the northeast corner of Lot 3 of Burrows Subdivision, a subdivision of record in Book 15, Page 69 of the Plat Records of Hays County, Texas.

**THENCE** with the south line of the 34.29 acre tract, being also the north line of Burrows Subdivision, the following four (4) courses and distances:

1. South 82°29'22" West, a distance of 88.75 feet to a nail found,
2. South 79°25'37" West, a distance of 76.64 feet to a nail found in a live oak for the northwest corner of Lot 3, being also the northeast corner of Lot 2,
3. South 81°55'21" West, a distance of 126.68 feet to a 1/2" rebar with a 3984 cap found for the northwest corner of Lot 2, being also the northeast corner of Lot 1.

Page 2 of 11

4. South 81°56'23" West, a distance of 126.62 feet to a 1/2" rebar found for the northwest corner of Lot 1, being also the northeast corner of a 2.107 acre tract described in Volume 2840, Page 300 of the Official Public Records of Hays County, Texas.

**THENCE** continuing with the south line of the 34.29 acre tract, being also the north line of the 2.107 acre tract, the following two (2) courses and distances:

1. South 82°31'24" West, a distance of 142.51 feet to a nail found in a live oak,
2. South 81°27'49" West, a distance of 160.55 feet to a 1/2" rebar found for the northwest corner of the 2.107 acre tract, being also the northeast corner of Lot 1 of Sportsplex Subdivision No. 1, a subdivision of record in Book 7, Page 157 of the Plat Records of Hays County, Texas.

**THENCE** continuing with the south line of the 34.29 acre tract, being also the north line of Lot 1, the following two (2) courses and distances:

1. South 78°46'14" West, a distance of 283.22 feet to a 5/8" rebar found,
2. South 87°33'15" West, a distance of 75.24 feet to a 1/2" rebar found for the northwest corner of Lot 1, being in the east line of Sportsplex Drive, described in Volume 784, Page 217 of the Deed Records of Hays County, Texas.

**THENCE** with the east line of Sportsplex Drive, crossing the 34.29 acre tract the following two (2) courses and distances:

1. With a curve to the left, having a radius of 309.60 feet, a delta angle of 14°55'01", an arc length of 80.60 feet, and a chord which bears North 67°03'32" West, a distance of 80.38 feet to a calculated point,
2. North 74°27'23" West, a distance of 19.74 feet to a calculated point in the center of a road, being in the west line of the 34.29 acre tract.

**THENCE** with the west line of the 34.29 acre tract, 25' from and parallel to the east line of a 20.518 acre tract described in Volume 784, Page 210 of the Deed Records of Hays County, Texas, the following six (6) courses and distances:

1. North 15°32'13" East, a distance of 7.31 feet to a calculated point,
2. North 14°52'44" East, a distance of 170.09 feet to a calculated point,
3. North 42°12'50" East, a distance of 247.76 feet to a calculated point,
4. North 34°57'13" East, a distance of 299.47 feet to a calculated point,
5. North 35°47'18" East, a distance of 429.51 feet to a calculated point,

6. North 43°12'18" East, a distance of 469.74 feet to a 1/2" rebar with Chaparral cap set for the northwest corner of the 34.29 acre tract, from which a 1/2" rebar with Zamorra Warrick Associates cap found for the northeast corner of the 20.518 acre tract, bears South 89°12'58" West, a distance of 34.79 feet.

**THENCE** North 89°12'58" East, with the north line of the 34.29 acre tract, a distance of 764.65 feet to a 1/2" rebar found for the northeast corner of the 34.29 acre tract, being also in the west line of said Tract 1.

**THENCE** with the east line of the 34.29 acre tract, being also the west line of Tract 1, the following two (2) courses and distances:

1. South 01°00'24" West, a distance of 791.82 feet to a nail in a fence post found.
2. South 01°57'23" West, a distance of 240.27 feet to the **POINT OF BEGINNING**, containing 34.247 acres of land, more or less.

**TRACT 2:**

A DESCRIPTION OF 50.206 ACRES IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A TRACT CALLED THE EAST PART OF 152.47 ACRES CONVEYED TO JOHN MARCUS BAIRD BY GENERAL WARRANTY DEED DATED MAY 9, 1978 AND RECORDED IN VOLUME 310, PAGE 718 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAME BEING A PORTION OF A 152.47 ACRE TRACT CONVEYED TO EDNA EARL BAIRD BY DEED DATED FEBRUARY 19, 1937 AND RECORDED IN VOLUME 154, PAGE 59 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 50.206 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an axle found for the northeast corner of the said 152.47 acre tract, being an angle point in the south line of Tract 76 A-1, Replat of the Remainder of Tract 76A, Springlake and Subdivision of Reed Acreage, a subdivision of record in Book 9, Page 47 of the Plat Records of Hays County, Texas.

**THENCE** South 00°16'33" West, with the east line of the 152.47 acre tract, being a south line of said Tract 76 A-1, a distance of 70.71 feet to a fence post found for an angle point in the south line of Tract 76 A-1, for the northwest corner of a tract of land described in Volume 130, Page 231 of the Deed Records of Hays County, Texas.

**THENCE** South 02°57'28" West, with the east line of the 152.47 acre tract, and with the west line of a 2 acre tract described in Volume 130, Page 231, and Volume 1638, Page 147 of the Official Public Records of Hays County, Texas, a distance of 174.43 feet to fence post found for the southwest corner of the 2 acre tract, being also the northwest corner of Tract 1 of the P.L. Turner Subdivision, a subdivision of Record in Volume 133, Page 444 of the Deed Records of Hays County, Texas.

**THENCE** with the east line of the 152.47 acre tract, being the west line of Tract 1, with the fence, the following five (5) courses and distances:

1. South 02°48'03" West, a distance of 431.51 feet to a calculated point.
2. South 02°54'13" West, a distance of 484.14 feet to a calculated point;
3. South 02°03'04" West, a distance of 259.80 feet to a calculated point;
4. South 01°35'37" West, a distance of 300.57 feet to a calculated point;
5. South 01°07'29" West, a distance of 353.19 feet to a 1/2" rebar found for the northwest corner of a 34.29 acre tract described in Volume 971, Page 116 of the Deed Records of Hays County, Texas.

**THENCE** South 89°12'58" West, with the north line of the 34.29 acre tract, over and across the 152.47 acre tract, a distance of 764.65 feet to a 1/2" rebar with Chaparral cap set for the northwest corner of the 34.29 acre tract, being in the division line of the 152.47 acre tract described in Volume 310, Page 718 and Volume 310, Page 721 of the Deed Records of Hays County, Texas.

**THENCE** South 89°12'58" West, continuing across the 152.47 acre tract, with the said division line, a distance of 34.79 feet to a 1/2" rebar with Zamorra Warrick Associates cap found for the northwest corner of a 20.518 acre tract described in Volume 784, Page 210 of the Deed Records of Hays County, Texas.

**THENCE** South 89°12'49" West, with the north line of the 20.518 acre tract, with the said division line, a distance of 196.26 feet to a fence post found for the southeast corner of a 45.53 acre tract described in Volume 2953, Page 181 of the Official Public Records of Hays County, Texas.

**THENCE** with the east line of the 45.53 acre tract, with the said division line, crossing the 152.57 acre tract, the following four (4) courses and distances:

1. North 01°23'38" West, a distance of 440.21 feet to a 1/2" rebar with Carson Bush cap found.
2. North 00°57'16" West, a distance of 525.11 feet to a nail found at the base of a 13" and 14" live oak;
3. North 09°31'45" West, a distance of 154.92 feet to a 1/2" rebar with Chaparral cap set;
4. North 01°24'08" West, a distance of 484.34 feet to a 1/2" rebar found for the northeast corner of the 45.53 acre tract, being also the southeast corner of Lot 18 of Hidden Springs

Ranch Section II, a subdivision of record in Book 14, Page 69 of the Plat Records of Hays County, Texas:

**THENCE** with the east line of Hidden Springs Ranch Section II, continuing with the said division line, crossing the 152.57 acre tract, the following five (5) courses and distances:

1. North 01°22'12" West, a distance of 155.30 feet to a nail found in concrete;
2. North 15°23'51" East, a distance of 18.43 feet to a 1/2" rebar found;
3. North 03°04'23" West, a distance of 27.45 feet to a 1/2" rebar with 4404 cap found for the northeast corner of Lot 18, being also the southeast corner of Lot 17;
4. North 02°18'43" West, a distance of 190.70 feet to a 1/2" rebar with 4542 cap found for the northeast corner of Lot 17, being also the southeast corner of Lot 14;
5. North 01°02'42" West, a distance of 50.06 feet to an axle found for an angle point in the north line of the 152.47 acre tract, being also the southwest corner of Tract 76 A-1:

**THENCE** North 87°50'05" East, with the north line of the 152.47 acre tract, being also the south line of Tract 76 A-1, a distance of 1141.82 feet to the **POINT OF BEGINNING**, containing 50.206 acres of land, more or less.

#### TRACT 3:

A DESCRIPTION OF 94.695 ACRES (APPROX. 4,124,910 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 119.7 ACRE TRACT CONVEYED TO NELSON M. DAVIDSON AND DORIS BREED DAVIDSON BY DEED DATED JUNE 23, 1952 AND RECORDED IN VOLUME 154, PAGE 290 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 94.695 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" rebar with 3984 cap found in the west line of Old Fredericksburg Road (right-of-way width varies), for the northeast corner of the Doris Breed Davidson Subdivision, a subdivision of record in Book 10, Page 395 of the Plat Records of Hays County, Texas:

**THENCE** North 01°30'02" West, with the west line of Old Fredericksburg Road, across Tract 1, a distance of 425.26 feet to a 1/2" rebar with Chaparral cap set for the **POINT OF BEGINNING**;

**THENCE** over and across Tract 1, the following four (4) courses and distances:

1. South 89°48'55" West, a distance of 259.27 feet to a 1/2" rebar with Chaparral cap set.

2. With a curve to the left, having a radius of 970.00 feet, a delta angle of 06°06'33", an arc length of 103.43 feet, and a chord which bears South 86°45'39" West, a distance of 103.38 feet to a 1/2" rebar with Chaparral cap set
3. South 38°42'22" West, a distance of 192.59 feet to a 1/2" rebar with Chaparral cap set.
4. South 00°43'30" West, a distance of 387.78 feet to a 1/2" rebar with Chaparral cap set in the north line of a 9.008 acre tract described in Volume 2102, Page 453 of the Official Public Records of Hays County, Texas, from which a 1/2" rebar with 3984 cap found in the north line of the 9.008 acre tract, for the southwest corner of the Doris Breed Davidson Subdivision, bears North 87°06'31" East, a distance of 205.48 feet.

**THENCE** South 87°06'31" West, with the north line of the 9.008 acre tract, continuing across Tract 1, a distance of 304.58 feet to a 1/2" rebar found for the northwest corner of the 9.008 acre tract;

**THENCE** South 07°58'13" West, with the west line of the 9.008 acre tract, continuing across Tract 1, a distance of 1318.37 feet to a nail in concrete found for the southwest corner of the 9.008 acre tract, being also in the north line of a 6.38 acre tract described in Volume 1489, Page 391 of the Official Public Records of Hays County, Texas, for an angle point in the east line of Tract 1;

**THENCE** South 13°58'09" West, with the east line of Tract 1, being also the west line of the 6.38 acre tract, a distance of 743.78 feet to a 1/2" rebar with 3984 cap found for the southeast corner of Tract 1, being also the southwest corner of the 6.38 acre tract, and being in the north line of a 3.91 acre tract described in Volume 269, Page 226 of the Deed Records of Hays County, Texas;

**THENCE** South 88°04'18" West, with the south line of Tract 1, being also the north line of the 3.91 acre tract, a distance of 101.94 feet to a nail found in a 6" post for the northwest corner of the 3.91 acre tract, being also the apparent northeast corner of a 6 acre tract described in Volume 110, Page 563 of the Deed Records of Hays County, Texas;

**THENCE** North 89°32'58" West, with the south line of Tract 1, being also the apparent north line of the 6 acre tract, a distance of 152.30 feet to a fence post found for the apparent northwest corner of the 6 acre tract, and being a northeast corner of the 76.73 acre tract described in Volume 124, Page 515 of the Deed Records of Hays County, Texas;

**THENCE** South 89°52'25" West, with the south line of Tract 1, being also the north line of the 76.73 acre tract, distance of 311.97 feet to a fence post found for the southwest corner of Tract 1, being an angle point in the east line of the 76.73 acre tract;

**THENCE** North 01°40'35" East, with the west line of Tract 1, being also the east line of the 76.73 acre tract, a distance of 550.52 feet to a 1/2" rebar found for the northeast corner of the



76.73 acre tract, being also the southeast corner of a 10.11 acre tract described in Volume 3444, Page 347 of the Official Public Records of Hays County, Texas.

**THENCE** North 01°55'45" East, with the west line of Tract 1, being also the east line of the 10.11 acre tract, a distance of 660.61 feet to a 1/2" rebar found for the northeast corner of the 10.11 acre tract, being also the southeast corner of a 34.29 acre tract described in Volume 971, Page 116 of the Deed Records of Hays County, Texas.

**THENCE** with the west line of Tract 1, being also the east line of the 34.29 acre tract, the following two (2) courses and distances:

1. North 01°57'23" East, a distance of 240.27 feet to a nail in fence post found.
2. North 01°00'24" East, a distance of 791.82 feet to a 1/2" rebar found for the northeast corner of the 34.29 acre tract, being in the east line of a 152.47 acre tract described in Volume 310, Page 718 of the Deed Records of Hays County, Texas.

**THENCE** with the west line of Tract 1, being the east line of the 152.47 acre tract, with the fence, the following five (5) courses and distances:

1. North 01°07'29" East, a distance of 353.19 feet to a calculated point.
2. North 01°35'37" East, a distance of 300.57 feet to a calculated point.
3. North 02°03'04" East, a distance of 259.80 feet to a calculated point.
4. North 02°54'13" East, a distance of 484.14 feet to a calculated point.
5. North 02°48'03" East, a distance of 431.51 feet to a fence post found for the northwest corner of Tract 1, being the southwest corner of a 2 acre tract described in Volume 130, Page 231 of the Deed Records of Hays County, Texas.

**THENCE** North 86°52'58" East, with the north line of Tract 1, being also the south line of the 2 acre tract, a distance of 1245.48 feet to a fence post found for the northwest corner of a 7.749 acre tract described in Volume 374, Page 743 of the Deed Records of Hays County, Texas.

**THENCE** South 02°29'58" East, with the west line of the 7.749 acre tract, over and across Tract 1, a distance of 390.22 feet to a 1/2" iron pipe found for the southwest corner of the 7.749 acre tract, being also the northwest corner of a 1.50 acre tract described in Volume 207, Page 49 of the Deed Records of Hays County, Texas.

**THENCE** South 02°17'26" East, with the west line of the 1.50 acre tract, continuing across Tract 1, a distance of 208.99 feet to a 1/2" iron pipe found for the southwest corner of the 1.50 acre tract.

**THENCE** North 85°08'49" East, with the south line of the 1.50 acre tract, continuing across Tract 1, a distance of 104.25 feet to a 3/4" rebar found for an angle point in the east line of Tract 1, being also the northwest corner of a 1.00 acre tract described in Volume 1924, Page 385 of the Deed Records of Hays County, Texas, and being the northwest corner of the Turner Tract as shown on the plat of said P.L. Turner Subdivision.

**THENCE** South 02°05'28" East, with the east line of Tract 1, being also the west line of the 1.00 acre tract, the Turner Tract, a 1.00 acre tract described in Volume 275, Page 499 of the Deed Records of Hays County, Texas, and the west line of Tract 4 of said P.L. Turner Subdivision, a distance of 86.45 feet to a 1/2" rebar with Chaparral cap set, from which a fence corner at a 13" live oak for the southwest corner of the 1.00 acre tract, being also the southwest corner of Tract 4, and being in the north line of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas, bears South 02°05'28" East, a distance of 329.42 feet.

**THENCE** over and across Tract 1, the following eight (8) courses and distances:

1. South 87°52'26" West, a distance of 119.99 feet to a 1/2" rebar with Chaparral cap set.
2. South 02°07'34" East, a distance of 330.24 feet to a 1/2" rebar with Chaparral cap set.
3. South 87°52'26" West, a distance of 25.11 feet to a 1/2" rebar with Chaparral cap set.
4. South 02°07'34" East, a distance of 254.30 feet to a 1/2" rebar with Chaparral cap set.
5. With a curve to the left, having a radius of 25.00 feet, a delta angle of 91°03'12", an arc length of 39.73 feet, and a chord which bears South 47°39'11" East, a distance of 35.68 feet to a 1/2" rebar with Chaparral cap set.
6. With a curve to the right, having a radius of 1030.00 feet, a delta angle of 02°59'42", an arc length of 53.84 feet, and a chord which bears North 88°19'04" East, a distance of 53.84 feet to a 1/2" rebar with Chaparral cap set.
7. North 89°48'55" East, a distance of 40.73 feet to a 1/2" rebar with Chaparral cap set.
8. North 89°48'55" East, a distance of 217.16 feet to a 1/2" rebar with Chaparral cap set in the west right-of-way line of Old Fredericksburg Road, from which a 1/2" rebar found in the west right-of-way line of Old Fredericksburg Road, for the southeast corner of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas, bears North 01°30'02" West, a distance of 108.46 feet.

**THENCE** South 01°30'02" East, with the west right-of-way line of Old Fredericksburg Road, crossing Tract 1, a distance of 60.02 feet to the **POINT OF BEGINNING**, containing 94.695 acres of land, more or less.

**TRACT 4:**

A DESCRIPTION OF 8.119 ACRES (APPROX. 353,664 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 9.008 ACRE TRACT CONVEYED TO MICKEY DAVIDSON KROLL, NELSON M. DAVIDSON, JR., AND WIFE, BARBARA WATKINS DAVIDSON BY WARRANTY DEED WITH VENDOR'S LIEN DATED NOVEMBER 7, 2002 AND RECORDED IN VOLUME 2102, PAGE 453 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 8.119 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" rebar, being an angle point in the east line of the said 9.008 acre tract, being also the northeast corner of Tract 3 of the said P.L. Turner Subdivision, and being also the southwest corner of a 0.754 acre tract described in Volume 4258, Page 404 of the Official Public Records of Hays County, Texas, and being also the northwest corner of a 1 acre tract described in Volume 144, Page 563 of the Deed Records of Hays County, Texas, from which a 3/4" iron pipe found for the southeast corner of the 0.754 acre tract, being in the north line of the 1 acre tract, and being in the west line of Old Fredericksburg Road (right-of-way width varies), bears North 87°52'37" East, a distance of 216.79 feet;

**THENCE** South 87°35'26" West, with the common line of the 9.008 acre tract and Tract 3, a distance of 236.90 feet to a 1/2" rebar found for an angle point in the east line of the 9.008 acre tract, being also the northwest corner of Tract 3, for the **POINT OF BEGINNING**;

**THENCE** with the common line of the 9.008 acre tract and Tract 3, the following two (2) courses and distances:

1. South 15°43'23" West, a distance of 521.70 feet to a 1/2" rebar found at the northwest corner of a 3.59 acre tract out of Tract 3, described in Volume 4073, Page 818 of the Official Public Records of Hays County, Texas;
2. South 15°32'41" West, with the west line of the 3.59 acre tract, a distance of 499.23 feet to a 2" iron pipe found for an angle point in the east line of the 9.008 acre tract, being also the southwest corner of the 3.59 acre tract, being also the southwest corner of Tract 3, and being in the north line of a 2.07 acre tract described in Volume 178, Page 571 of the Deed Records of Hays County, Texas;

**THENCE** with the common line of the 9.008 acre tract and the 2.07 acre tract, the following two (2) courses and distances:

1. North 89°33'06" West, a distance of 183.84 feet to a 1/2" rebar found for an angle point in the east line of the 9.008 acre tract, for the northwest corner of the 2.07 acre tract;

2. South 09°15'30" West, a distance of 216.46 feet to a nail found in an 18" live oak for the southwest corner of the 2.07 acre tract, being also the southeast corner of the 9.008 acre tract, and being in the north line of a 6.39 acre tract described in Volume 1489, Page 391 of the Official Public Records of Hays County, Texas;

**THENCE** North 89°25'09" West, with the south line of the 9.008 acre tract, being also the north line of the 6.38 acre tract, a distance of 53.15 feet to a nail in concrete found for the southwest corner of the 9.008 acre tract;

**THENCE** North 07°58'13" East, with the west line of the 9.008 acre tract, crossing said Tract 1, a distance of 1318.37 feet to a 1/2" rebar found for the northwest corner of the 9.008 acre tract;

**THENCE** North 87°06'31" East, with the north line of the 9.008 acre tract, crossing said Tract 1, a distance of 304.58 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar with 3984 cap found for the southwest corner of the Doris Breed Subdivision, a subdivision of record in Book 10, Page 395 of the Plat Records of Hays County, Texas, bears North 87°06'31" East, a distance of 205.48 feet;

**THENCE** over and across the 9.008 acre tract, the following two (2) courses and distances:

1. South 00°43'30" West, a distance of 129.06 feet to a 1/2" rebar with Chaparral cap set;
2. North 87°20'25" East, a distance of 61.68 feet to the **POINT OF BEGINNING**, containing 8.119 acres of land, more or less;

**TRACT 5:**

A DESCRIPTION OF 1.676 ACRES (APPROX. 73,006 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 119.7 ACRE TRACT CONVEYED TO NELSON M. DAVIDSON AND DORIS BREED DAVIDSON BY DEED DATED JUNE 23, 1952 AND RECORDED IN VOLUME 154, PAGE 290 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 1.676 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" rebar found in the west right-of-way line of Old Fredericksburg Road, for the southeast corner of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas;

**THENCE** South 86°32'57" West, with the south line of the said 0.938 acre tract, a distance of 218.28 feet to a 1/2" rebar found at the southwest corner of the 0.938 acre tract for the **POINT OF BEGINNING**;

**THENCE** crossing Tract 1, the following eight (8) courses and distances:

1. South 02°07'34" East, a distance of 96.05 feet to a 1/2" rebar with Chaparral cap set.
2. South 89°48'55" West, a distance of 40.73 feet to a 1/2" rebar with Chaparral cap set.
3. With a curve to the left, having a radius of 1030.00 feet, a delta angle of 02°59'42", an arc length of 53.84 feet, and a chord which bears South 88°19'04" West, a distance of 53.84 feet to a 1/2" rebar with Chaparral cap set.
4. With a curve to the right, having a radius of 25.00 feet, a delta angle of 91°03'12", an arc length of 39.73 feet, and a chord which bears North 47°39'11" West, a distance of 35.68 feet to a 1/2" rebar with Chaparral cap set.
5. North 02°07'34" West, a distance of 254.30 feet to a 1/2" rebar with Chaparral cap set.
6. North 87°52'26" East, a distance of 25.11 feet to a 1/2" rebar with Chaparral cap set.
7. North 02°07'34" West, a distance of 330.24 feet to a 1/2" rebar with Chaparral cap set.
8. North 87°52'26" East, a distance of 119.99 feet to a 1/2" rebar with Chaparral cap set in the east line of Tract 1, being also the west line of a 1.00 acre tract described in Volume 1924, Page 385 of the Deed Records of Hays County, Texas, and being the northwest corner of the Turner Tract as shown on the plat of said P.L. Turner Subdivision, from which a 3/4" rebar found for an angle point in the east line of Tract 1, being also the northwest corner of a 1.00 acre tract, bears North 02°05'28" West, a distance of 86.45 feet.

**THENCE** South 02°05'28" East, with the east line of Tract 1, being also the west line of the 1.00 acre tract, the Turner Tract, a 1.00 acre tract described in Volume 275, Page 499 of the Deed Records of Hays County, Texas, and the west line of Tract 4 of said P.L. Turner Subdivision, a distance of 329.42 feet to a fence corner at a 13" live oak for the southwest corner of the 1.00 acre tract, being also the southwest corner of Tract 4, and being in the north line of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas;

**THENCE** South 85°58'06" West, with the north line of the 0.938 acre tract, crossing Tract 1, a distance of 24.91 feet to a 1/2" rebar found for the northwest corner of the 0.938 acre tract;

**THENCE** South 02°07'34" East, with the west line of the 0.938 acre tract, continuing across Tract 1, a distance of 185.05 feet to the **POINT OF BEGINNING**, containing 1.676 acres of land, more or less.

## EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

### IMPROVEMENT AREA #1 (37.07 ACRES)

BEING A 33.84 ACRE TRACT OF LAND AND BEING A PORTION OF A TRACT CALLED 94.695 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037231 AND DOCUMENT NO. 14037230 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY

BEING A 0.05 ACRE PORTION OF TRACT 2 A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 0.04 ACRE PORTION OF TRACT 2 A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 1.47 ACRE PORTION OF TRACT 2 A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 1.67 ACRE PORTION OF A TRACT CALLED 2.187 ACRE TRACT DESCRIBED TO BOB WHITE INVESTMENTS, LP IN DOCUMENT NO 15003085 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

## EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

### IMPROVEMENT AREA #2 (75.57 ACRES)

BEING A 18.65 ACRE TRACT OF LAND AND BEING A PORTION OF TRACT 2 A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 45.22 ACRE TRACT OF LAND AND BEING A PORTION OF A CALLED 94.695 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037231 AND DOCUMENT NO. 14037230 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY

BEING A 3.58 ACRE TRACT OF LAND AND BEING A PORTION OF A CALLED 34.25 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING 8.12 ACRES OF LAND OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 415, IN HAYS COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED AS "TRACT 2" IN DEEDS RECORDED IN VOLUME 5095, PAGE 643 AND VOLUME 5095, PAGE 659, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS,

## **EXHIBIT A-4 – FUTURE IMPROVEMENT AREAS LEGAL DESCRIPTION**

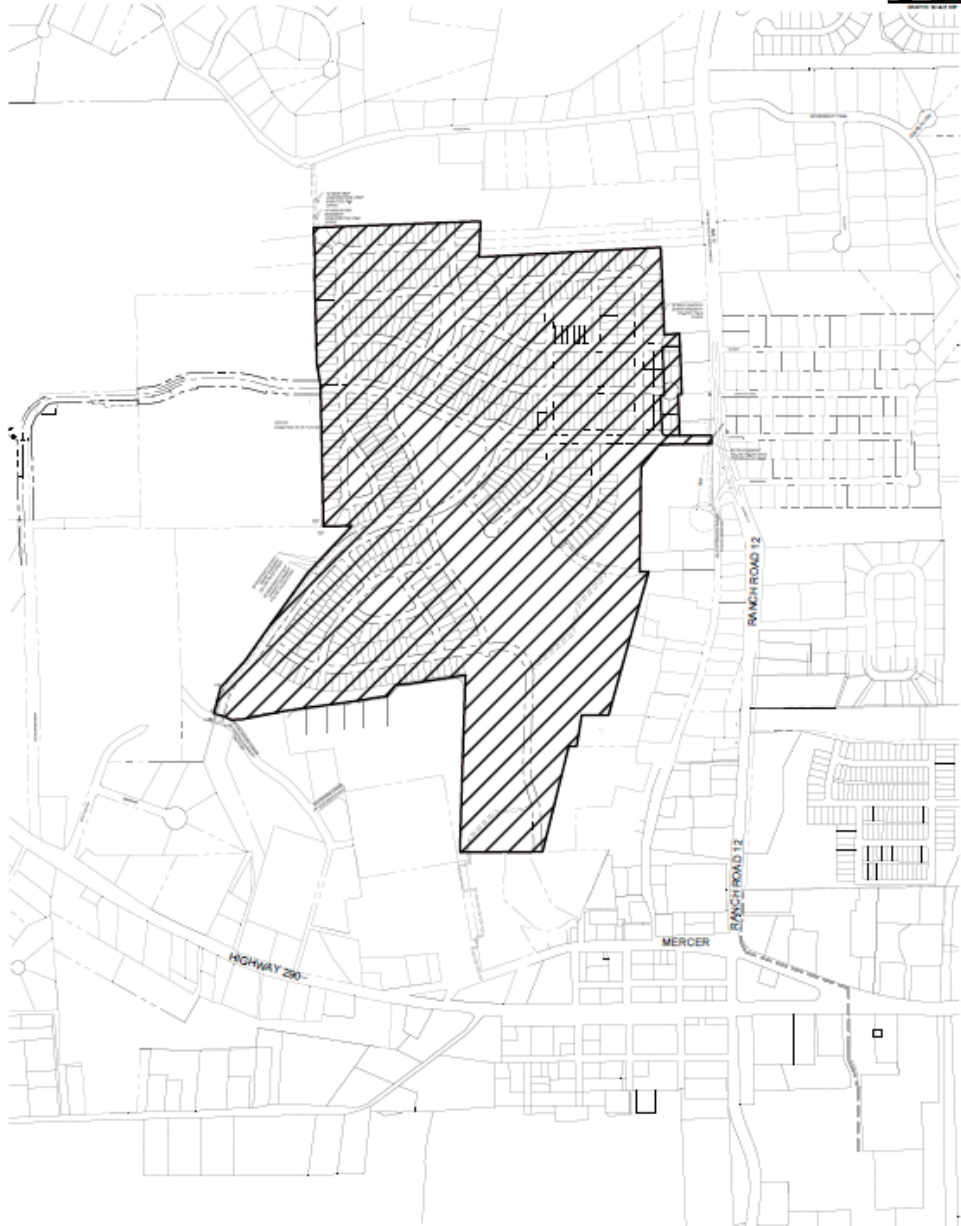
### **FUTURE IMPROVEMENT AREA (76.30 ACRES)**

BEING A 29.99 ACRE PORTION OF “TRACT 2” A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 15.64 ACRE TRACT OF LAND AND BEING A PORTION OF A CALLED 94.695 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037231 AND DOCUMENT NO. 14037230 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY

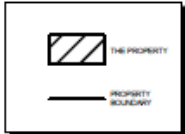
BEING A 30.67 ACRE PORTION OF A CALLED 34.25 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY

**EXHIBIT B-1 – DISTRICT BOUNDARY MAP**

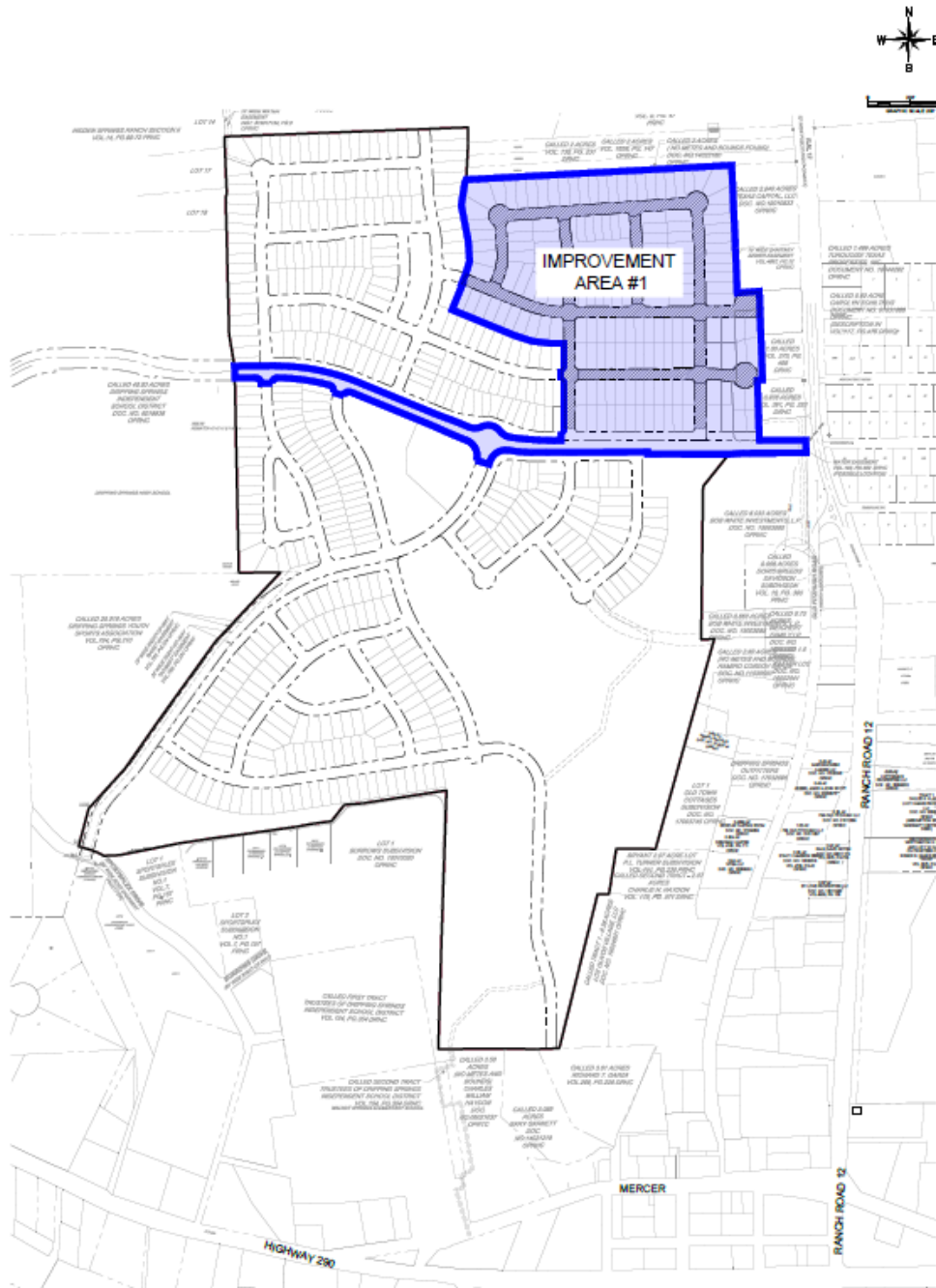


**EXHIBIT A  
Heritage  
Location Map**

Dripping Springs, Texas  
March 2023



# EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP



**EXHIBIT B-2**  
**Heritage PID**  
**Improvement**  
**Area #1 Map**

Dripping Spring, Texas  
 December 2022



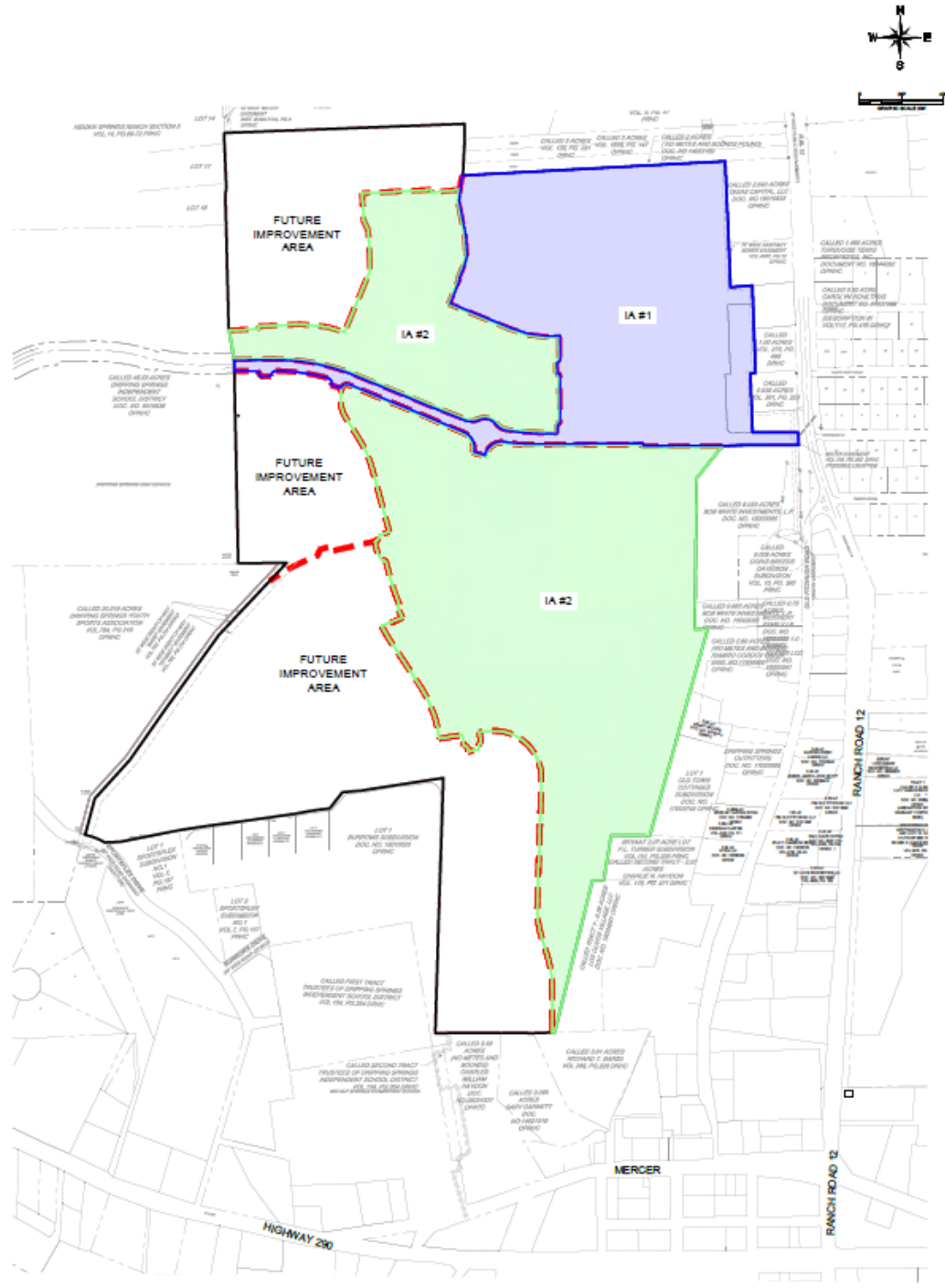


**EXHIBIT B-3 - IMPROVEMENT AREA #2 BOUNDARY MAP**



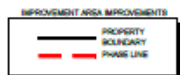
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# EXHIBIT B-4 – FUTURE IMPROVEMENT AREAS BOUNDARY MAP



HERITAGE PID PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN  
 EXHIBIT B-3 Improvement Area Boundary Map  
 DATE: 10/15/2024  
 PROJECT: HERITAGE PID PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

**EXHIBIT B-3**  
 Improvement Area  
 Boundary Map



## EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs [a]	Improvement Area #1		Improvement Area #2		Future Improvement Areas	
		%	Cost	%	Cost	%	Cost
<i>Major Improvements [b]</i>							
Roadway [c]	\$ 6,136,773	25.61%	\$ 1,571,806	24.99%	\$ 1,533,717	49.39%	\$ 3,031,250
Drainage	3,184,075	25.61%	815,534	24.99%	795,772	49.39%	1,572,769
Trails and Landscaping	482,499	25.61%	123,582	24.99%	120,587	49.39%	238,330
Soft Costs	1,568,536	25.61%	401,748	24.99%	392,012	49.39%	774,776
	<u>\$ 11,371,883</u>		<u>\$ 2,912,670</u>		<u>\$ 2,842,088</u>		<u>\$ 5,617,124</u>
<i>Improvement Area #1 Improvements</i>							
Roadway [c]	\$ 1,220,992	100.00%	\$ 1,220,992	0.00%	\$ -	0.00%	\$ -
Drainage	645,408	100.00%	645,408	0.00%	-	0.00%	-
Wastewater	1,644,140	100.00%	1,644,140	0.00%	-	0.00%	-
Landscaping	833,737	100.00%	833,737	0.00%	-	0.00%	-
Soft Costs	695,084	100.00%	695,084	0.00%	-	0.00%	-
	<u>\$ 5,039,361</u>		<u>\$ 5,039,361</u>		<u>\$ -</u>		<u>\$ -</u>
<i>Improvement Area #2 Improvements</i>							
Roadway [c]	\$ 1,898,122	0.00%	\$ -	100.00%	\$ 1,898,122	0.00%	\$ -
Drainage	1,604,672	0.00%	-	100.00%	1,604,672	0.00%	-
Wastewater	1,317,125	0.00%	-	100.00%	1,317,125	0.00%	-
Landscaping	624,657	0.00%	-	100.00%	624,657	0.00%	-
Soft Costs	871,132	0.00%	-	100.00%	871,132	0.00%	-
	<u>\$ 6,315,708</u>		<u>\$ -</u>		<u>\$ 6,315,708</u>		<u>\$ -</u>
<i>Bond Issuance Costs [d]</i>							
Debt Service Reserve Fund	\$ 990,194		\$ 488,465		\$ 501,729		\$ -
Capitalized Interest	351,812		-		351,812		-
Underwriter Discount	377,050		170,860		206,190		-
Cost of Issuance	1,023,647		540,378		483,269		-
Original Issue Discount	53,297		53,297		-		-
	<u>\$ 2,796,000</u>		<u>\$ 1,253,000</u>		<u>\$ 1,543,000</u>		<u>\$ -</u>
<i>Administrative Reserves [d]</i>							
First Year Annual Collection Costs	\$ 120,000		\$ 40,000		\$ 80,000		\$ -
	<u>\$ 120,000</u>		<u>\$ 40,000</u>		<u>\$ 80,000</u>		<u>\$ -</u>
<b>Total</b>	<b>\$ 25,642,952</b>		<b>\$ 9,245,031</b>		<b>\$ 10,780,797</b>		<b>\$ 5,617,124</b>

**Notes:**

[a] Costs were determined by the Engineer's Report prepared by Kimley Horn dated July 25, 2024.

[b] Major Improvements are allocated between Improvement Area #1, Improvement Area #2, and the Future Improvement Areas on a pro rata basis based on Estimated Buildout Value as shown on **Exhibit K**.

[c] Includes grading, erosion control, street lights, crosswalks, traffic signs, retaining walls and mobilization.

[d] If PID Bonds are issued to finance Authorized Improvements allocable to the Future Improvement Areas, Bond Issuance Costs and Administrative Reserves associated with those PID Bonds will be determined at the time of such issuance.

## EXHIBIT D – SERVICE PLAN

Improvement Area #1						
Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal		\$ 112,000.00	\$ 116,000.00	\$ 121,000.00	\$ 126,000.00	\$ 132,000.00
Interest		374,196.26	369,156.26	363,936.26	358,491.26	352,821.26
Capitalized Interest		-	-	-	-	-
	(1)	\$ 486,196.26	\$ 485,156.26	\$ 484,936.26	\$ 484,491.26	\$ 484,821.26
Annual Collection Costs	(2)	\$ 40,805.00	\$ 41,621.10	\$ 42,453.52	\$ 43,302.59	\$ 44,168.64
Additional Interest	(3)	\$ 34,990.00	\$ 34,430.00	\$ 33,850.00	\$ 33,245.00	\$ 32,615.00
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 561,991.26</b>	<b>\$ 561,207.36</b>	<b>\$ 561,239.78</b>	<b>\$ 561,038.85</b>	<b>\$ 561,604.90</b>
Improvement Area #2						
Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal		\$ -	\$ 97,000.00	\$ 103,000.00	\$ 108,000.00	\$ 115,000.00
Interest		351,811.69	402,070.50	396,396.00	390,370.50	384,052.50
Capitalized Interest		(351,811.69)	-	-	-	-
		\$ -	\$ 499,070.50	\$ 499,396.00	\$ 498,370.50	\$ 499,052.50
Annual Collection Costs		\$ -	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
Additional Interest		\$ -	\$ 34,365.00	\$ 33,880.00	\$ 33,365.00	\$ 32,825.00
<b>Total Annual Installment</b>		<b>\$ -</b>	<b>\$ 574,235.50</b>	<b>\$ 574,892.00</b>	<b>\$ 574,183.82</b>	<b>\$ 575,174.79</b>

## EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Improvement Area #2	Future Improvement Areas
<b>Sources of Funds</b>			
Improvement Area #1 PID Bond Par	\$ 7,043,000	\$ -	\$ -
Improvement Area #2 PID Bond Par	-	6,873,000	-
Owner Contribution [a]	<u>2,202,031</u>	<u>3,907,797</u>	<u>5,617,124</u>
<b>Total Sources</b>	<b>\$ 9,245,031</b>	<b>\$ 10,780,797</b>	<b>\$ 5,617,124</b>
<b>Uses of Funds</b>			
Major Improvements	\$ 2,912,670	\$ 2,842,088	\$ 5,617,124
Improvement Area #1 Improvements	5,039,361	-	-
Improvement Area #2 Improvements	-	<u>6,315,708</u>	-
	<u>\$ 7,952,031</u>	<u>\$ 9,157,797</u>	<u>\$ 5,617,124</u>
<i>Bond Issuance Costs [b]</i>			
Debt Service Reserve Fund	\$ 488,465	\$ 501,729	\$ -
Capitalized Interest	-	351,812	-
Underwriter Discount	170,860	206,190	-
Cost of Issuance	540,378	483,269	-
Original Issue Discount	<u>53,297</u>	<u>-</u>	<u>-</u>
	<u>\$ 1,253,000</u>	<u>\$ 1,543,000</u>	<u>\$ -</u>
<i>Administrative Reserves [b]</i>			
First Year Annual Collection Costs	<u>\$ 40,000</u>	<u>\$ 80,000</u>	<u>\$ -</u>
	<u>\$ 40,000</u>	<u>\$ 80,000</u>	<u>\$ -</u>
<b>Total Uses</b>	<b>\$ 9,245,031</b>	<b>\$ 10,780,797</b>	<b>\$ 5,617,124</b>

[a] Represents costs expended and/or to be expended by the Developer to construct the Authorized Improvements in excess of the applicable Assessment. Not subject to reimbursement with Improvement Area #1 Bonds or Improvement Area #2 Bonds. The Owner contribution associated with the Future Improvement Areas may be partially or fully subject to reimbursement if Assessments are levied and/or PID Bonds are issued to finance those Major Improvements allocable to the

[b] If PID Bonds are issued to finance Authorized Improvements allocable to the Future Improvement Areas, Bond Issuance Costs and Administrative Reserves associated with those PID Bonds will be determined at the time of such issuance.

**EXHIBIT F – IMPROVEMENT AREA #1 ASSESSMENT ROLL**

Parcel ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
R186658	Non-Benefited	\$ -	\$ -
R186659	3	\$ 47,105.55	\$ 3,784.64
R186660	3	\$ 47,105.55	\$ 3,784.64
R186661	3	\$ 47,105.55	\$ 3,784.64
R186662	3	\$ 47,105.55	\$ 3,784.64
R186663	3	\$ 47,105.55	\$ 3,784.64
R186664	3	\$ 47,105.55	\$ 3,784.64
R186665	3	\$ 47,105.55	\$ 3,784.64
R186666	3	\$ 47,105.55	\$ 3,784.64
R186667	3	\$ 47,105.55	\$ 3,784.64
R186668	3	\$ 47,105.55	\$ 3,784.64
R186669	2	\$ 43,337.10	\$ 3,481.87
R186670	3	\$ 47,105.55	\$ 3,784.64
R186671	3	\$ 47,105.55	\$ 3,784.64
R186672	2	\$ 43,337.10	\$ 3,481.87
R186673	3	\$ 47,105.55	\$ 3,784.64
R186674	3	\$ 47,105.55	\$ 3,784.64
R186675	Non-Benefited	\$ -	\$ -
R186676	3	\$ 47,105.55	\$ 3,784.64
R186677	2	\$ 43,337.10	\$ 3,481.87
R186678	2	\$ 43,337.10	\$ 3,481.87
R186679	2	\$ 43,337.10	\$ 3,481.87
R186680	2	\$ 43,337.10	\$ 3,481.87
R186681	2	\$ 43,337.10	\$ 3,481.87
R186682	2	\$ 43,337.10	\$ 3,481.87
R186683	2	\$ 43,337.10	\$ 3,481.87
R186684	2	\$ 43,337.10	\$ 3,481.87
R186685	2	\$ 43,337.10	\$ 3,481.87
R186686	3	\$ 47,105.55	\$ 3,784.64
R186687	3	\$ 47,105.55	\$ 3,784.64
R186688	2	\$ 43,337.10	\$ 3,481.87
R186689	2	\$ 43,337.10	\$ 3,481.87
R186690	2	\$ 43,337.10	\$ 3,481.87
R186691	2	\$ 43,337.10	\$ 3,481.87
R186692	2	\$ 43,337.10	\$ 3,481.87

Parcel ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
R186693	2	\$ 43,337.10	\$ 3,481.87
R186694	2	\$ 43,337.10	\$ 3,481.87
R186695	2	\$ 43,337.10	\$ 3,481.87
R186696	2	\$ 43,337.10	\$ 3,481.87
R186697	2	\$ 43,337.10	\$ 3,481.87
R186698	2	\$ 43,337.10	\$ 3,481.87
R186699	2	\$ 43,337.10	\$ 3,481.87
R186700	2	\$ 43,337.10	\$ 3,481.87
R186701	2	\$ 43,337.10	\$ 3,481.87
R186702	2	\$ 43,337.10	\$ 3,481.87
R186703	2	\$ 43,337.10	\$ 3,481.87
R186704	2	\$ 43,337.10	\$ 3,481.87
R186705	2	\$ 43,337.10	\$ 3,481.87
R186706	2	\$ 43,337.10	\$ 3,481.87
R186707	Non-Benefited	\$ -	\$ -
R186708	3	\$ 47,105.55	\$ 3,784.64
R186709	3	\$ 47,105.55	\$ 3,784.64
R186710	3	\$ 47,105.55	\$ 3,784.64
R186711	3	\$ 47,105.55	\$ 3,784.64
R186712	3	\$ 47,105.55	\$ 3,784.64
R186713	3	\$ 47,105.55	\$ 3,784.64
R186714	3	\$ 47,105.55	\$ 3,784.64
R186715	3	\$ 47,105.55	\$ 3,784.64
R186716	3	\$ 47,105.55	\$ 3,784.64
R186717	2	\$ 43,337.10	\$ 3,481.87
R186718	2	\$ 43,337.10	\$ 3,481.87
R186719	2	\$ 43,337.10	\$ 3,481.87
R186720	2	\$ 43,337.10	\$ 3,481.87
R186721	2	\$ 43,337.10	\$ 3,481.87
R186722	2	\$ 43,337.10	\$ 3,481.87
R186723	2	\$ 43,337.10	\$ 3,481.87
R186724	2	\$ 43,337.10	\$ 3,481.87
R186725	2	\$ 43,337.10	\$ 3,481.87
R186726	2	\$ 43,337.10	\$ 3,481.87
R186727	2	\$ 43,337.10	\$ 3,481.87

		Improvement Area #1	
Parcel ID	Lot Type	Annual Installment	
		Outstanding Assessment	Due 1/31/2025
R186728	2	\$ 43,337.10	\$ 3,481.87
R186729	2	\$ 43,337.10	\$ 3,481.87
R186730	2	\$ 43,337.10	\$ 3,481.87
R186731	2	\$ 43,337.10	\$ 3,481.87
R186732	2	\$ 43,337.10	\$ 3,481.87
R186733	2	\$ 43,337.10	\$ 3,481.87
R186734	2	\$ 43,337.10	\$ 3,481.87
R186735	2	\$ 43,337.10	\$ 3,481.87
R186736	2	\$ 43,337.10	\$ 3,481.87
R186737	2	\$ 43,337.10	\$ 3,481.87
R186738	2	\$ 43,337.10	\$ 3,481.87
R186739	2	\$ 43,337.10	\$ 3,481.87
R186740	2	\$ 43,337.10	\$ 3,481.87
R186741	2	\$ 43,337.10	\$ 3,481.87
R186742	2	\$ 43,337.10	\$ 3,481.87
R186743	2	\$ 43,337.10	\$ 3,481.87
R186744	2	\$ 43,337.10	\$ 3,481.87
R186745	2	\$ 43,337.10	\$ 3,481.87
R186746	2 [a]	\$ -	\$ -
R186747	2	\$ 43,337.10	\$ 3,481.87
R186748	2	\$ 43,337.10	\$ 3,481.87
R186749	2	\$ 43,337.10	\$ 3,481.87
R186750	2	\$ 43,337.10	\$ 3,481.87
R186751	2	\$ 43,337.10	\$ 3,481.87
R186752	2	\$ 43,337.10	\$ 3,481.87
R186753	2	\$ 43,337.10	\$ 3,481.87
R186754	2	\$ 43,337.10	\$ 3,481.87
R186755	2	\$ 43,337.10	\$ 3,481.87
R186756	2	\$ 43,337.10	\$ 3,481.87
R186757	2	\$ 43,337.10	\$ 3,481.87
R186758	2	\$ 43,337.10	\$ 3,481.87
R186759	2	\$ 43,337.10	\$ 3,481.87
R186760	2	\$ 43,337.10	\$ 3,481.87
R186761	2	\$ 43,337.10	\$ 3,481.87
R186762	2	\$ 43,337.10	\$ 3,481.87



Parcel ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
R186763	2	\$ 43,337.10	\$ 3,481.87
R186764	2	\$ 43,337.10	\$ 3,481.87
R186765	2	\$ 43,337.10	\$ 3,481.87
R186766	2	\$ 43,337.10	\$ 3,481.87
R186767	2	\$ 43,337.10	\$ 3,481.87
R186768	2	\$ 43,337.10	\$ 3,481.87
R186769	2	\$ 43,337.10	\$ 3,481.87
R186770	2	\$ 43,337.10	\$ 3,481.87
R186771	2	\$ 43,337.10	\$ 3,481.87
R186772	2	\$ 43,337.10	\$ 3,481.87
R186773	2	\$ 43,337.10	\$ 3,481.87
R186774	2	\$ 43,337.10	\$ 3,481.87
R186775	2	\$ 43,337.10	\$ 3,481.87
R186776	2	\$ 43,337.10	\$ 3,481.87
R186777	2	\$ 43,337.10	\$ 3,481.87
R186778	2	\$ 43,337.10	\$ 3,481.87
R186779	2	\$ 43,337.10	\$ 3,481.87
R186780	2	\$ 43,337.10	\$ 3,481.87
R186781	2	\$ 43,337.10	\$ 3,481.87
R186782	2	\$ 43,337.10	\$ 3,481.87
R186783	1	\$ 41,452.88	\$ 3,330.48
R186784	1	\$ 41,452.88	\$ 3,330.48
R186785	1	\$ 41,452.88	\$ 3,330.48
R186786	1	\$ 41,452.88	\$ 3,330.48
R186787	1	\$ 41,452.88	\$ 3,330.48
R186788	1	\$ 41,452.88	\$ 3,330.48
R186789	Non-Benefited	\$ -	\$ -
R186790	1	\$ 41,452.88	\$ 3,330.48
R186791	1	\$ 41,452.88	\$ 3,330.48
R186792	1	\$ 41,452.88	\$ 3,330.48
R186793	1	\$ 41,452.88	\$ 3,330.48
R186794	1	\$ 41,452.88	\$ 3,330.48
R186795	1	\$ 41,452.88	\$ 3,330.48
R186796	3	\$ 47,105.55	\$ 3,784.64
R186797	3	\$ 47,105.55	\$ 3,784.64

		Improvement Area #1	
Parcel ID	Lot Type	Annual Installment	
		Outstanding Assessment	Due 1/31/2025
R186798	3	\$ 47,105.55	\$ 3,784.64
R186799	3	\$ 47,105.55	\$ 3,784.64
R186800	3	\$ 47,105.55	\$ 3,784.64
R186801	3	\$ 47,105.55	\$ 3,784.64
R186802	3	\$ 47,105.55	\$ 3,784.64
R186803	3	\$ 47,105.55	\$ 3,784.64
R186804	3	\$ 47,105.55	\$ 3,784.64
R186805	3	\$ 47,105.55	\$ 3,784.64
R186806	2	\$ 43,337.10	\$ 3,481.87
R186807	2	\$ 43,337.10	\$ 3,481.87
R186808	2	\$ 43,337.10	\$ 3,481.87
R186809	2	\$ 43,337.10	\$ 3,481.87
R186810	3	\$ 47,105.55	\$ 3,784.64
R186811	3	\$ 47,105.55	\$ 3,784.64
R186812	3	\$ 47,105.55	\$ 3,784.64
R186813	3	\$ 47,105.55	\$ 3,784.64
R186814	3	\$ 47,105.55	\$ 3,784.64
R186815	3	\$ 47,105.55	\$ 3,784.64
R186816	3	\$ 47,105.55	\$ 3,784.64
R186817	3	\$ 47,105.55	\$ 3,784.64
R186818	3	\$ 47,105.55	\$ 3,784.64
R186819	3	\$ 47,105.55	\$ 3,784.64
<b>Total</b>		<b>\$ 6,954,662.76</b>	<b>\$ 558,764.33</b>

[a] Prepaid in full.

*Note: Totals may not sum due to rounding and may not match outstanding bonds due to Prepayments for which PID Bonds have not yet been redeemed.*

## EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment
2025	\$ 112,000.00	\$ 374,196.26	\$ 40,805.00	\$ 34,990.00	\$ 561,991.26
2026	116,000.00	369,156.26	41,621.10	34,430.00	561,207.36
2027	121,000.00	363,936.26	42,453.52	33,850.00	561,239.78
2028	126,000.00	358,491.26	43,302.59	33,245.00	561,038.85
2029	132,000.00	352,821.26	44,168.64	32,615.00	561,604.90
2030	138,000.00	346,881.26	45,052.02	31,955.00	561,888.28
2031	144,000.00	340,671.26	45,953.06	31,265.00	561,889.32
2032	151,000.00	332,931.26	46,872.12	30,545.00	561,348.38
2033	159,000.00	324,815.00	47,809.56	29,790.00	561,414.56
2034	168,000.00	316,268.76	48,765.75	28,995.00	562,029.51
2035	176,000.00	307,238.76	49,741.07	28,155.00	561,134.83
2036	186,000.00	297,778.76	50,735.89	27,275.00	561,789.65
2037	196,000.00	287,781.26	51,750.61	26,345.00	561,876.87
2038	206,000.00	277,246.26	52,785.62	25,365.00	561,396.88
2039	217,000.00	266,173.76	53,841.33	24,335.00	561,350.09
2040	229,000.00	254,510.00	54,918.16	23,250.00	561,678.16
2041	241,000.00	242,201.26	56,016.52	22,105.00	561,322.78
2042	254,000.00	229,247.50	57,136.85	20,900.00	561,284.35
2043	268,000.00	215,595.00	58,279.59	19,630.00	561,504.59
2044	283,000.00	201,190.00	59,445.18	18,290.00	561,925.18
2045	298,000.00	185,625.00	60,634.08	16,875.00	561,134.08
2046	315,000.00	169,235.00	61,846.77	15,385.00	561,466.77
2047	333,000.00	151,910.00	63,083.70	13,810.00	561,803.70
2048	351,000.00	133,595.00	64,345.37	12,145.00	561,085.37
2049	371,000.00	114,290.00	65,632.28	10,390.00	561,312.28
2050	392,000.00	93,885.00	66,944.93	8,535.00	561,364.93
2051	414,000.00	72,325.00	68,283.83	6,575.00	561,183.83
2052	438,000.00	49,555.00	69,649.50	4,505.00	561,709.50
2053	463,000.00	25,465.00	71,042.49	2,315.00	561,822.49
<b>Total</b>	<b>\$ 6,998,000.00</b>	<b>\$ 7,055,016.40</b>	<b>\$ 1,582,917.13</b>	<b>\$ 647,865.00</b>	<b>\$ 16,283,798.53</b>

[a] Interest is calculated at the actual rate of the Improvement Area #1 Bonds.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT H-1 – IMPROVEMENT AREA #2 ASSESSMENT ROLL**

Parcel ID	Lot Type	Improvement Area #2	
		Outstanding Assessment [a]	Annual Installment Due 1/31/2025
R17781	Improvement Area #2 Initial Parcel	\$ 339,769.33	\$ -
R92198	Improvement Area #2 Initial Parcel	\$ 129,715.96	\$ -
R92197	Improvement Area #2 Initial Parcel	\$ 129,715.96	\$ -
R92195	Improvement Area #2 Initial Parcel	\$ 129,715.96	\$ -
R92188	Improvement Area #2 Initial Parcel	\$ 2,101,614.70	\$ -
R92194	Improvement Area #2 Initial Parcel	\$ 129,715.96	\$ -
R17780	Improvement Area #2 Initial Parcel	\$ 3,561,697.52	\$ -
R17799	Improvement Area #2 Initial Parcel	\$ 351,054.62	\$ -
<b>Total</b>		<b>\$ 6,873,000.00</b>	<b>\$ -</b>

[a] Until a plat has been recorded within the Improvement Area #2 Initial Parcel, the Improvement Area #2 Annual Installment will be allocated to each Property ID within the Improvement Area #2 Initial Parcel based on the Appraisal District acreage for billing purposes only.

*Note: Totals may not sum due to rounding.*

## EXHIBIT H-2 – IMPROVEMENT AREA #2 ASSESSMENT ROLL BY BLOCK AND LOT

Parcel ID [a]	Legal Description	Lot Type	Improvement Area #2	
			Outstanding Assessment	Annual Installment Due 1/31/2025
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 43	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 44	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 45	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 46	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 47	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 48	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 15	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 16	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 17	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 18	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 19	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 20	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 13	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 14	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 15	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 16	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 17	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 18	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 19	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 20	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 9	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 10	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 11	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 12	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 13	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 14	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 15	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 16	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 17	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 18	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 19	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 20	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 21	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 22	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 23	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 24	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 25	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 26	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK O, Lot 1	Non-Benefited	\$ -	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK O, Lot 2	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK O, Lot 3	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 12	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 13	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 14	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 15	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 16	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 17	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 18	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 19	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 20	6	\$ 43,620.03	\$ -

Parcel ID [a]	Legal Description	Lot Type	Improvement Area #2	
			Outstanding Assessment	Annual Installment Due 1/31/2025
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 21	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 22	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 23	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 24	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 1	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 1	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 2	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 3	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 4	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 5	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 6	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 7	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 8	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 9	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 10	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 11	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 12	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 13	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 14	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 15	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 16	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 17	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 18	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 19	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 20	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 21	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 22	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 23	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 24	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 25	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 26	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 27	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 28	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 29	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 30	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 31	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 32	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 33	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 34	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 35	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 1	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 2	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 3	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 4	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 5	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 6	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 7	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 8	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 9	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 10	5	\$ 41,723.51	\$ -

Parcel ID [a]	Legal Description	Lot Type	Improvement Area #2	
			Outstanding Assessment	Annual Installment Due 1/31/2025
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 11	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 12	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 13	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 14	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 15	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 16	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 17	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 18	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 19	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 20	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 21	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 22	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 23	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 24	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 25	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 1	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 2	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 3	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 4	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 5	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 6	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 7	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 8	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 9	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 10	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 11	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 12	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 13	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 14	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 15	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 16	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 17	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 18	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 19	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 20	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 21	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 22	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 1	Non-Benefited	\$ -	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 2	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 3	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 4	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 5	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 6	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 7	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 8	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 9	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 10	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 11	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 12	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 13	6	\$ 43,620.03	\$ -

Parcel ID [a]	Legal Description	Lot Type	Improvement Area #2	
			Outstanding Assessment	Annual Installment Due 1/31/2025
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 14	Non-Benefited	\$ -	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 12	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 13	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 14	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 15	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 16	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 17	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 18	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 19	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 20	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 21	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 22	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 23	7	\$ 47,413.08	\$ -
<b>Total</b>			<b>\$ 6,873,000.00</b>	<b>\$ -</b>

[a] Plat was recorded on March 13, 2024. Property IDs have not been assigned by the Appraisal District.

Note: Totals may not sum due to rounding.



## EXHIBIT I – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 351,811.69	\$ -	\$ -	\$ (351,811.69)	\$ -
2026	97,000.00	402,070.50	40,800.00	34,365.00	-	574,235.50
2027	103,000.00	396,396.00	41,616.00	33,880.00	-	574,892.00
2028	108,000.00	390,370.50	42,448.32	33,365.00	-	574,183.82
2029	115,000.00	384,052.50	43,297.29	32,825.00	-	575,174.79
2030	121,000.00	377,325.00	44,163.23	32,250.00	-	574,738.23
2031	128,000.00	370,246.50	45,046.50	31,645.00	-	574,938.00
2032	135,000.00	362,758.50	45,947.43	31,005.00	-	574,710.93
2033	143,000.00	354,861.00	46,866.38	30,330.00	-	575,057.38
2034	151,000.00	346,495.50	47,803.70	29,615.00	-	574,914.20
2035	159,000.00	337,662.00	48,759.78	28,860.00	-	574,281.78
2036	168,000.00	328,360.50	49,734.97	28,065.00	-	574,160.47
2037	178,000.00	318,532.50	50,729.67	27,225.00	-	574,487.17
2038	188,000.00	308,119.50	51,744.27	26,335.00	-	574,198.77
2039	199,000.00	297,121.50	52,779.15	25,395.00	-	574,295.65
2040	211,000.00	285,480.00	53,834.73	24,400.00	-	574,714.73
2041	223,000.00	273,136.50	54,911.43	23,345.00	-	574,392.93
2042	236,000.00	260,091.00	56,009.66	22,230.00	-	574,330.66
2043	250,000.00	246,285.00	57,129.85	21,050.00	-	574,464.85
2044	265,000.00	231,660.00	58,272.45	19,800.00	-	574,732.45
2045	281,000.00	216,157.50	59,437.90	18,475.00	-	575,070.40
2046	297,000.00	199,719.00	60,626.65	17,070.00	-	574,415.65
2047	315,000.00	182,344.50	61,839.19	15,585.00	-	574,768.69
2048	334,000.00	163,917.00	63,075.97	14,010.00	-	575,002.97
2049	354,000.00	144,378.00	64,337.49	12,340.00	-	575,055.49
2050	375,000.00	123,669.00	65,624.24	10,570.00	-	574,863.24
2051	397,000.00	101,731.50	66,936.72	8,695.00	-	574,363.22
2052	421,000.00	78,507.00	68,275.46	6,710.00	-	574,492.46
2053	447,000.00	53,878.50	69,640.97	4,605.00	-	575,124.47
2054	474,000.00	27,729.00	71,033.79	2,370.00	-	575,132.79
<b>Total</b>	<b>\$ 6,873,000.00</b>	<b>\$ 7,914,867.19</b>	<b>\$ 1,582,723.17</b>	<b>\$ 646,415.00</b>	<b>\$ (351,811.69)</b>	<b>\$ 16,665,193.67</b>

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT J – MAXIMUM ASSESSMENT PER LOT TYPE**

Lot Type	Units	Total Assessment	Maximum Assessment per Lot Type
<b>Improvement Area #1</b>			
1	12	\$ 497,434.57	\$41,452.88 per Unit
2	100	\$ 4,333,710.29	\$43,337.10 per Unit
3	46	\$ 2,166,855.14	\$47,105.55 per Unit
<b>Total</b>		<b>\$ 6,998,000.00</b>	
<b>Improvement Area #2</b>			
4	6	\$ 238,961.92	\$39,826.99 per Unit
5	68	\$ 2,837,198.68	\$41,723.51 per Unit
6	74	\$ 3,227,882.45	\$43,620.03 per Unit
7	12	\$ 568,956.95	\$47,413.08 per Unit
<b>Total</b>		<b>\$ 6,873,000.00</b>	

**EXHIBIT K – ESTIMATED BUILDOUT VALUE FOR IMPROVEMENT AREA #1, IMPROVEMENT AREA #2 AND FUTURE IMPROVEMENT AREAS**

	Units		Estimated Buildout Value Per Unit [a]	Estimated Buildout Value	% of Estimated Buildout Value
<b><i>Improvement Area #1</i></b>					
35'	12	lots	\$ 440,000	\$ 5,280,000	
40'	100	lots	\$ 460,000	\$ 46,000,000	
45'	46	lots	\$ 500,000	\$ 23,000,000	
				<b>\$ 74,280,000</b>	<b>25.61%</b>
<b><i>Improvement Area #2</i></b>					
35'	6	lots	\$ 420,000	\$ 2,520,000	
40'	68	lots	\$ 440,000	\$ 29,920,000	
45'	74	lots	\$ 460,000	\$ 34,040,000	
50'	12	lots	\$ 500,000	\$ 6,000,000	
				<b>\$ 72,480,000</b>	<b>24.99%</b>
<b><i>Future Improvement Areas</i></b>					
35'	45	lots	\$ 420,000	\$ 18,900,000	
40'	34	lots	\$ 440,000	\$ 14,960,000	
45'	134	lots	\$ 460,000	\$ 61,640,000	
50'	64	lots	\$ 500,000	\$ 32,000,000	
Multi-Family	105	lots	\$ 150,000	\$ 15,750,000	
				<b>\$ 143,250,000</b>	<b>49.39%</b>
				<b>\$ 290,010,000</b>	

[a] For the purposes of determining the allocation of Assessments between Lot Types in Future Improvement Areas, the Estimated Buildout Values shown above will not change.

# EXHIBIT L-1 – IMPROVEMENT AREA #1 FINAL PLAT

### VICINITY MAP

NOT TO SCALE

### LEGEND

- RF 1/2" IRON ROD FOUND
- RFPC 1/2" IRON ROD W/PLASTIC CAP FOUND
- RFSG 1/2" IRON ROD W/PLASTIC CAP STAMPED "RFM" SET IN THE PLASTIC
- RFM PLASTIC SET
- RFSS BRASS TIGHT DISK FOUND
- CMF CONCRETE MONUMENT FOUND
- ROW RIGHT-OF-WAY
- NCR NEW CITY BLOCK
- VOL VOLUME
- PL PAGE
- OFFHC OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- DRHC DEED RECORDS OF HAYS COUNTY, TEXAS
- H— RIGHT OF WAY CENTERLINE

### GENERAL NOTES

- THIS DEVELOPMENT IS SUBJECT TO THE HERITAGE DEVELOPMENT AGREEMENT, APPROVED BY CITY COUNCIL, OCTOBER 17, 2017 (EXECUTED NOVEMBER 10, 2017) AND RECORDED ON MAY 7, 2021 IN COUNTY DOCUMENT NO. 21023084 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX.
- THIS DEVELOPMENT IS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS.
- ZONING OF THIS DEVELOPMENT IS GOVERNED BY THE CITY OF DRIPPING SPRINGS PID #.
- THIS DEVELOPMENT IS BLOCKED WITHIN THE CONTRIBUTION ZONE OF THE EDWARDS AQUIFER AND IS SUBJECT TO THE RULES AND REGULATIONS OF THE EDWARDS AQUIFER PROTECTION PROGRAM OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).
- DEVELOPMENT DESIGN STANDARDS PER THE HERITAGE DEVELOPMENT AGREEMENT OR THE CITY OF DRIPPING SPRINGS AS APPLICABLE.
- UTILITIES WILL BE PROVIDED BY THE FOLLOWING:
  - WATER: DRIPPING SPRINGS WATER SUPPLY CORPORATION
  - WASTEWATER: CITY OF DRIPPING SPRINGS
  - ELECTRIC: PROGRAM 610 ELECTRIC COMPANY
- (ALL) NEW TELEPHONE AND CABLE TELEVISION UTILITY LINES AND ALL ELECTRIC UTILITY LATERAL AND SERVICE LINES AND WIRES SHALL BE PLACED UNDERGROUND, EXCEPT AS OTHERWISE HEREIN PROVIDED.
- ALL ELECTRIC, CABLE TELEVISION AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPLIFIERS, SWITCHING DEVICES, ETC.) NECESSARY FOR UNDERGROUND INSTALLATIONS IN SUBDIVISIONS SHALL BE PIG MOUNTED OR PLACED UNDERGROUND IN A PUBLIC UTILITY EASEMENT IN ANY OTHER RIGHT-OF-WAY.
- ALL PROPOSED COLLECTOR AND LOCAL STREETS WITHIN THIS SUBDIVISION SHALL HAVE A MIN. 9" OR 6" WIDE CONCRETE SIDEWALK ALONG ONE SIDE OF THE STREET.
- OWNERSHIP AND MAINTENANCE OF ALL NON-SINGLE FAMILY LOTS (EXCLUDING PUBLIC PARK LANDS) WILL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION.
- ALL DRAINAGE EASEMENT LOTS AND IMPROVEMENTS CONSTRUCTED WITHIN THOSE LOTS WILL BE OWNED AND MAINTAINED BY THE HOA.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
- THE LIMITS OF THE 100-YR STORM WATER RUNOFF ARE CONTAINED WITHIN DRAINAGE EASEMENTS.
- THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION AND MAINTENANCE.
- ALL EXISTING BUILDINGS, DRIVEWAYS, ROADS, ETC. WILL BE REMOVED, EXCEPT AS NOTED.
- A 15' PUBLIC UTILITY EASEMENT ADJACENT TO ALL PUBLIC STREETS IS HEREBY DEDICATED.
- THE PROPOSED DEVELOPMENT SHALL DEMONSTRATE COMPLIANCE WITH ALL REQUIREMENTS ESTABLISHED IN THE 2012 INTERNATIONAL FIRE CODE AND LOCAL ORDINANCES.
- STREET TREES SHALL BE PLANTED IN EACH LOT PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY PER THE QUANTITY, SIZE AND LOCATION REQUIREMENTS OF PID NO. 5 EXHIBIT G.

### FINAL PLAT OF HERITAGE- DRIPPING SPRINGS- PHASE I

BEING A TOTAL OF 37.073 ACRES OF LAND OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS; AND CONTAINING A PORTION OF THAT CERTAIN 188.130 ACRE TRACT CONVEYED TO MI HOMES OF AUSTIN, LLC, AND TRI POINT HOMES OF TEXAS, INC. IN DOCUMENT NO. 21023196, ALSO CONTAINING A PORTION OF THAT CERTAIN 2.187 ACRE TRACT CONVEYED TO BOBWHITE INVESTMENTS, LP, IN DOCUMENT NO. 15003085, BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

### Kimley»Horn

10814 Johnville Road, Suite 101, Dallas, TX 75243 | Tel: 972.412.4177 | Fax: 972.412.4177  
 10000 Preston Road, Suite 1000, Dallas, TX 75240 | Tel: 972.412.4177 | Fax: 972.412.4177

DESIGNED BY: JAM | CHECKED BY: JAM | DATE: 06-23-22 | PROJECT NO.: 22033539

CITY SEAL: CITY OF DRIPPING SPRINGS, TEXAS

STATE OF TEXAS, COUNTY OF HAYS

APPROVED THIS 23rd day of June, A.D. 2022, by *Andrew A. Cunningham*, Mayor, and *John J. ...*, Chairman of Planning and Zoning Commission.

STATE OF TEXAS, COUNTY OF HAYS

ELAIN HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 23rd day of June, A.D. 2022, AT 11:26 O'CLOCK P.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN C/F# 22033539.

*Elain H. Cardenas*, County Clerk

ENGINEERING AND PUBLIC WORKS DEPARTMENT

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO INCLUDING WATER SUPPLY AND DRAINAGE WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY THE CITY OF DRIPPING SPRINGS TO QUESTION THE RELIABLE CONCERNING DRINKING WATER AVAILABILITY. BARRIERS COLLECTION IS ENCOURAGED AND, IN SOME AREAS, OFFER THE BEST FEASIBLE WATER RESOURCES.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER TREATMENT WHICH HAS BEEN APPROVED AND PERMITTED BY THE CITY OF DRIPPING SPRINGS.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

*David Caplan*, City Engineer

DATE: 6-23-22

### INDEX MAP

NOT TO SCALE

### TYPICAL SETBACK DETAIL

NOT TO SCALE

STATE OF TEXAS, COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED *William E. ...* known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

DATED THIS 23rd day of June, A.D. 2022.

*Austin Everts*, Notary Public, State of Texas, Expires 04-11-2023, Notary ID: 131908009

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED *Kevin Matthew Forader* known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

DATED THIS 23rd day of June, A.D. 2022.

*Kevin Matthew Forader*, Notary Public, State of Texas, Expires 12-07-2028, Notary ID: 133478137

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED *John G. ...* known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

DATED THIS 6th day of June, A.D. 2022.

*John G. ...*, Notary Public, State of Texas, Expires 02-09-2028, Notary ID: 12344682

STATE OF TEXAS, COUNTY OF HAYS

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY *Herb ... & Associates, Inc.*

*John G. ...*, 5-12-2022

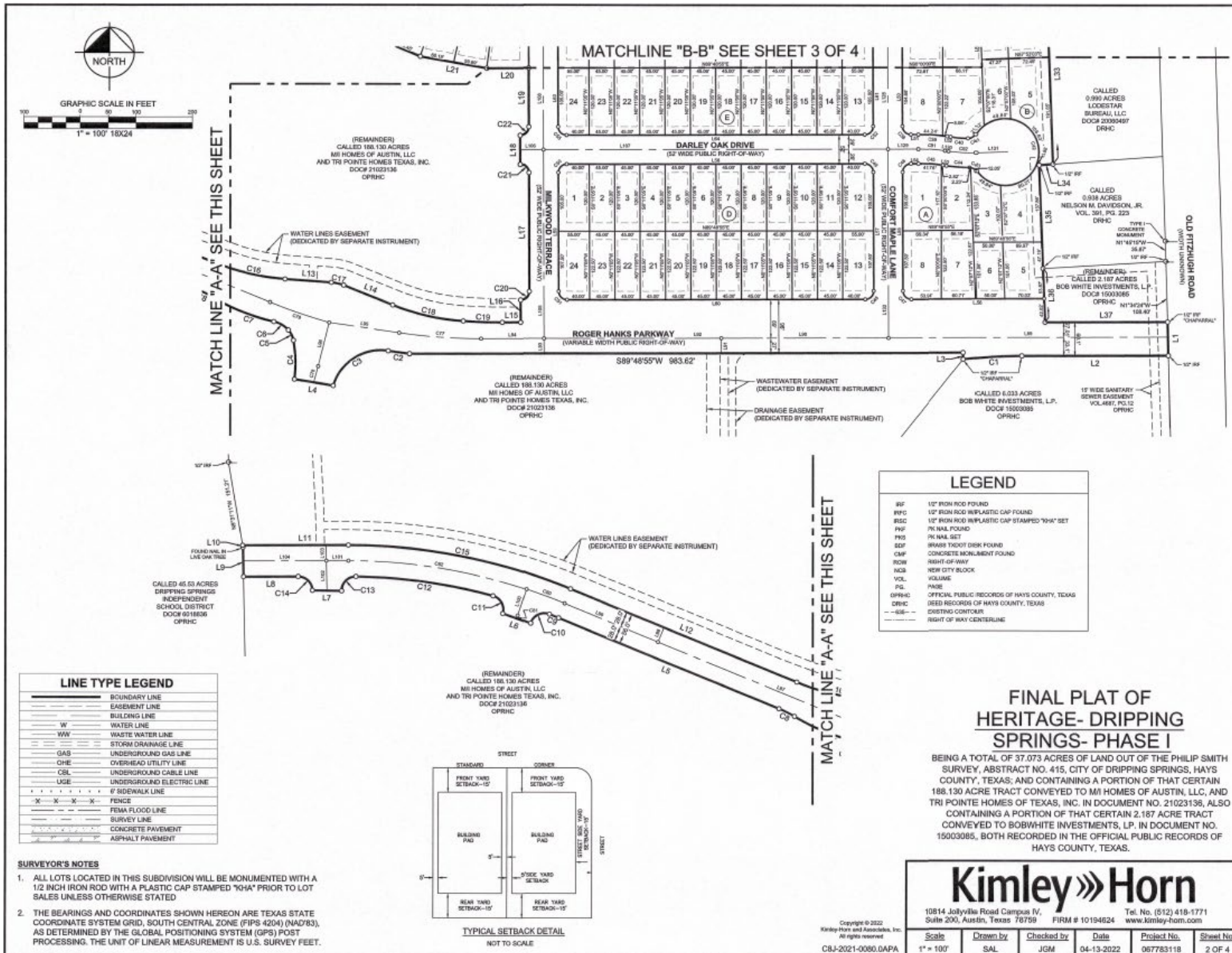
*John G. ...*, State of Texas, Expires 02-09-2028, Notary ID: 12344682

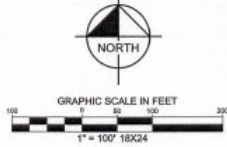
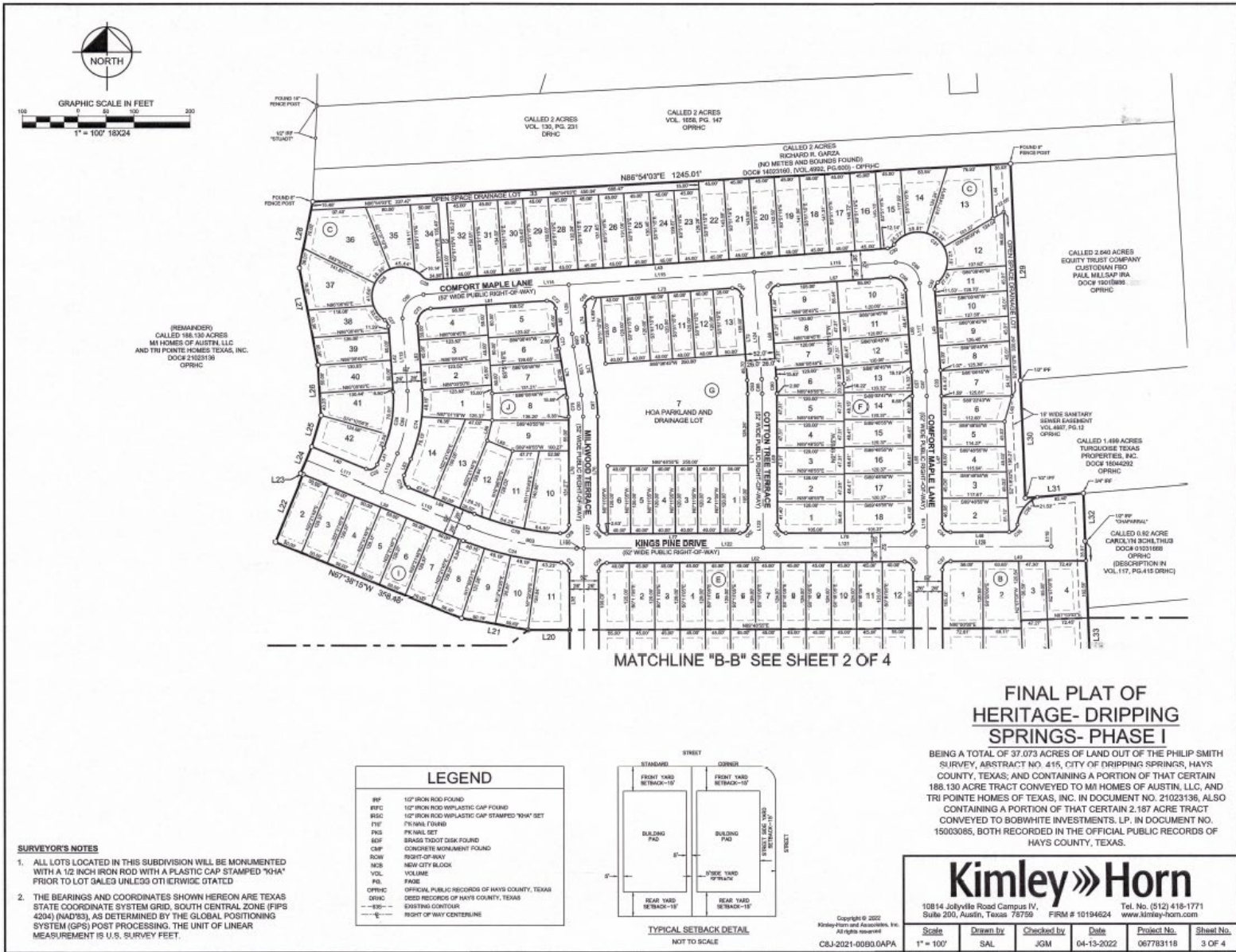
STATE OF TEXAS, COUNTY OF HAYS

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THE PLAT TO THE EXTENT OF ENGINEERING DESIGN AND CONSTRUCTION TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE CODE OF ORDINANCES AND CITY PLANNING ORDINANCES GRANTED BY THE CITY OF DRIPPING SPRINGS PLANNING COMMISSION.

*John G. ...*, 5/11/2022

*John G. ...*, State of Texas, Expires 02-09-2028, Notary ID: 12344682





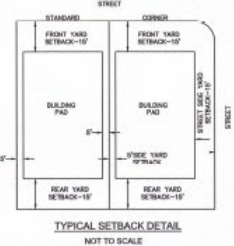
(REMAINDER)  
 CALLED 186.130 ACRES  
 M1 HOMES OF AUSTIN, L.L.C.  
 AND TRI POINTE HOMES TEXAS, INC.  
 DOC# 21023136  
 OPRHC

MATCHLINE "B-B" SEE SHEET 2 OF 4

### FINAL PLAT OF HERITAGE-DRIPPING SPRINGS-PHASE I

BEING A TOTAL OF 37.073 ACRES OF LAND OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS; AND CONTAINING A PORTION OF THAT CERTAIN 188.130 ACRE TRACT CONVEYED TO M1 HOMES OF AUSTIN, L.L.C. AND TRI POINTE HOMES OF TEXAS, INC. IN DOCUMENT NO. 21023136, ALSO CONTAINING A PORTION OF THAT CERTAIN 2.167 ACRE TRACT CONVEYED TO BOBWHITE INVESTMENTS, LP. IN DOCUMENT NO. 15003085, BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

LEGEND	
IRP	1/2" IRON ROD FOUND
IRPC	1/2" IRON ROD W/PLASTIC CAP FOUND
IRSC	1/2" IRON ROD W/PLASTIC CAP STAMPED "MHA" SET
FTF	FINAL FOUND
PKS	PRIVACY SET
ISF	IRIS TAG/STAKE FOUND
CMF	CONCRETE MONUMENT FOUND
ROW	RIGHT-OF-WAY
NCB	NEW CITY BLOCK
VOL	VOLUME
PL	PLAT
OPRHC	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
DRHC	DEED RECORDS OF HAYS COUNTY, TEXAS
---	EXISTING CONTIGUA
---	RIGHT-OF-WAY CENTERLINE



- SURVEYOR'S NOTES**
- ALL LOTS LOCATED IN THIS SUBDIVISION WILL BE MONUMENTED WITH A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "MHA" PRIOR TO LOT SALES UNLESS OTHERWISE NOTED.
  - THE BEARINGS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS) POST PROCESSING. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

**Kimley»Horn**

10814 Jobville Road Campus IV, Suite 200, Austin, Texas 78759  
 Tel. No. (512) 418-1771  
 FIRM # 0194624 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SAL	JGM	04-13-2022	067783118	3 OF 4

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 CLJ-2021-0090.0AFA

LINE TABLE		LINE TABLE			
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S01°21'40"E	83.00	L68	S03°51'19"E	151.70
L2	S89°48'04"W	260.30	L69	S00°11'05"E	233.20
L3	N02°11'05"W	116.61	L70	N89°48'55"E	210.37
L4	N89°48'55"E	69.87	L71	N01°10'57"W	233.20
L5	N07°30'19"W	423.81	L72	N03°01'15"W	151.70
L6	N07°06'49"W	62.02	L73	S88°06'48"W	249.88
L7	N89°01'48"W	62.04	L74	S03°51'19"E	47.90
L8	S89°48'55"W	97.42	L75	S00°11'05"E	88.70
L9	N01°10'11"W	52.40	L76	S00°11'05"E	165.51
L10	N89°51'17"W	3.88	L77	N89°48'55"E	237.63
L11	N89°48'55"E	187.96	L78	N01°10'57"W	192.85
L12	N07°30'19"E	454.63	L79	N00°01'34"W	88.70
L13	S89°48'55"E	82.67	L80	N03°01'15"W	47.90
L14	S89°03'07"E	93.92	L81	S88°06'48"W	207.04
L15	N89°48'55"E	32.44	L82	S03°51'19"E	120.18
L16	N07°06'49"W	49.02	L83	S22°21'45"W	31.90
L17	N01°10'57"W	212.50	L84	S87°38'15"E	126.94
L18	N01°10'57"W	62.00	L85	S87°38'15"E	46.62
L19	N01°10'57"W	156.00	L86	S13°41'14"W	37.49
L20	S89°48'55"W	73.94	L87	S00°00'00"E	46.11
L21	N07°30'19"W	119.88	L88	S88°47'07"E	4.62
L22	N22°21'45"E	129.37	L89	S89°48'55"W	493.20
L23	N87°38'15"W	4.60	L90	S89°48'55"W	297.32
L24	N22°21'45"E	52.00	L91	S00°11'05"E	27.00
L25	N18°50'39"E	88.51	L92	S89°48'55"W	314.60
L26	N03°23'30"W	90.24	L93	N01°10'57"W	27.00
L27	N10°43'32"W	177.50	L94	S89°48'55"W	111.48
L28	N11°43'50"E	121.51	L95	N01°49'21"W	128.54
L29	S02°39'27"E	388.87	L96	S14°03'35"W	80.97
L30	S02°17'04"E	208.69	L97	N03°01'15"W	374.40
L31	S89°48'55"E	103.93	L98	S22°21'45"W	28.00
L32	S02°09'05"E	86.40	L99	N03°01'15"W	179.41
L33	S02°09'05"E	529.29	L100	N18°11'23"E	48.92
L34	S07°58'37"W	24.21	L101	S89°48'55"W	39.00
L35	S02°48'14"E	186.05	L102	S01°17'05"E	53.60
L36	S02°09'27"E	95.88	L103	S01°17'05"E	28.91
L37	N89°48'55"E	217.57	L104	S89°48'55"W	147.60
L38	N01°10'57"W	106.73	L105	S00°11'05"E	337.50
L39	N87°38'15"W	300.34	L106	S89°48'55"E	41.00
L40	S87°38'15"E	100.00	L107	N89°48'55"E	612.00
L41	N22°21'45"E	31.90	L108	S00°11'05"E	292.00
L42	N05°51'19"W	116.19	L109	N89°48'55"E	12.87
L43	N89°03'45"E	616.84	L110	S87°38'15"E	166.94
L44	S02°29'12"E	96.47	L111	S87°38'15"E	146.00
L45	S03°51'19"E	146.46	L112	N22°21'45"E	72.90
L46	S15°54'11"W	47.67	L113	N03°01'15"W	131.18
L47	S00°11'05"E	227.52	L114	N89°03'45"E	299.04
L48	N89°48'55"E	104.87	L115	N89°03'45"E	331.89
L49	S89°48'55"W	241.44	L116	N89°03'45"E	292.00
L50	S00°11'05"E	210.00	L117	S03°51'19"E	198.49
L51	N89°48'55"E	13.10	L118	S00°11'05"E	289.52
L52	S81°09'18"E	6.39	L119	N00°01'37"W	34.00
L53	N81°40'18"W	6.39	L120	S89°48'55"E	220.44
L54	S89°48'55"W	13.10	L121	N89°48'55"E	292.37
L55	S00°11'05"E	212.50	L122	N89°48'55"E	319.67
L56	N89°48'55"E	234.69	L123	S00°11'05"E	274.20
L57	N01°10'57"W	212.50	L124	S03°51'19"E	162.70
L58	S89°48'55"W	530.00	L125	S03°51'19"E	88.50
L59	S00°11'05"E	212.50	L126	S06°01'34"E	88.70
L60	N89°48'55"E	530.00	L127	S00°11'05"E	234.51
L61	N01°10'57"W	210.00	L128	S00°11'05"E	292.00
L62	S89°48'55"W	530.00	L129	N89°48'55"E	54.10
L63	S00°11'05"E	210.00	L130	S81°40'18"E	6.39
L64	N89°48'55"E	530.00	L131	N89°14'42"E	55.31
L65	N01°10'57"W	227.52	L132	S00°11'05"E	337.50
L66	N03°51'19"W	147.40			
L67	S87°38'15"W	200.00			

CURVE TABLE					CURVE TABLE						
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	0°04'00"	300.00	102.74	S85°44'47"W	102.69	C48	90°00'00"	15.00	23.99	N44°48'55"E	21.21
C2	2°07'00"	1035.00	38.27	N82°27'38"W	38.27	C49	90°00'00"	15.00	23.99	N44°48'55"E	21.21
C3	82°13'00"	38.00	126.29	S87°31'48"W	115.72	C50	90°00'00"	15.00	23.99	S44°48'55"E	21.21
C4	N95°48'12"	236.00	69.90	N01°28'51"W	69.64	C51	90°00'00"	15.00	23.99	S44°48'55"E	21.21
C5	S23°51'10"	38.00	25.70	N28°28'33"W	20.42	C52	90°00'00"	15.00	23.99	N44°48'55"E	21.21
C6	S4°01'52"	51.00	35.29	N59°36'04"W	29.85	C53	90°00'00"	15.00	23.99	N44°48'55"E	21.21
C7	N10°59'59"	380.00	119.49	N87°32'41"W	119.00	C54	90°00'00"	15.00	23.99	S44°48'55"W	21.21
C8	S°46'04"	300.00	35.81	N63°15'13"W	35.80	C55	90°00'00"	15.00	23.99	S44°48'55"W	21.21
C9	1°02'28"	972.00	17.65	N80°09'28"W	17.65	C56	90°00'00"	15.00	23.99	N44°48'55"E	21.21
C10	S9°12'24"	25.00	41.54	S63°43'07"W	36.52	C57	3°49'10"	674.00	63.17	N82°01'10"W	43.16
C11	S1°52'10"	25.00	40.00	N28°57'19"W	35.50	C58	90°00'00"	25.00	39.27	N44°48'55"W	35.36
C12	14°32'40"	972.00	246.74	N82°07'28"W	246.58	C59	90°00'00"	15.00	23.99	S44°48'55"W	21.21
C13	S2°50'19"	25.00	40.14	S44°43'04"W	35.87	C60	3°49'10"	434.00	27.87	S02°01'10"E	27.79
C14	S9°54'00"	25.00	36.79	N44°48'55"W	35.61	C61	90°00'00"	15.00	23.99	S44°48'55"W	21.21
C15	S23°52'50"	1028.00	434.54	S76°54'40"E	431.83	C62	90°00'00"	15.00	23.99	N44°48'55"W	21.21
C16	N18°19'46"	410.00	130.09	S78°43'38"E	129.54	C63	3°49'10"	392.00	24.46	N82°01'10"W	34.46
C17	17°31'11"	72.00	22.44	S77°32'48"E	22.30	C64	90°00'00"	15.00	23.99	N44°48'55"W	21.21
C18	N10°32'40"	410.00	129.24	S77°32'27"E	128.71	C65	90°00'00"	15.00	23.99	S44°48'55"W	21.21
C19	4°01'32"	968.00	66.41	S88°49'19"E	66.40	C66	9°19'19"	234.00	20.22	S09°55'20"E	20.21
C20	90°00'00"	15.00	23.99	N44°48'55"W	21.21	C67	S°59'29"	276.00	42.69	S44°48'55"E	42.69
C21	90°00'00"	15.00	23.99	N44°48'55"W	21.21	C68	90°00'00"	15.00	23.99	S44°48'55"E	21.21
C22	90°00'00"	15.00	23.99	N44°48'55"E	21.21	C69	S°29'29"	250.00	24.48	N44°48'55"E	21.89
C23	S87°38'15"	15.00	22.88	S81°28'11"W	20.67	C70	S°59'29"	224.00	24.47	N44°48'55"W	34.59
C24	N18°34'40"	526.00	179.79	N77°23'39"W	178.88	C71	S°19'19"	276.00	24.91	N08°28'25"W	24.91
C25	90°00'00"	15.00	23.99	N67°21'45"E	21.21	C72	90°00'00"	15.00	23.99	N44°48'55"W	21.21
C26	N28°12'00"	224.00	102.49	N44°48'55"W	101.83	C73	90°00'00"	25.00	39.27	S44°48'55"W	39.36
C27	S2°04'53"	15.00	13.63	N09°53'40"W	13.17	C74	28°13'00"	276.00	136.39	S09°10'10"W	125.19
C28	N43°37'18"	52.00	176.63	N41°03'55"E	193.19	C75	90°00'00"	15.00	23.99	S22°38'10"E	21.21
C29	S21°09'40"	15.00	13.60	S87°48'55"E	13.19	C76	N°00'00"	474.00	157.47	S77°09'18"E	156.79
C30	S21°09'42"	15.00	13.60	N09°00'35"E	13.21	C77	S°21'44"	1000.00	145.99	N89°10'13"W	98.82
C31	N44°32'24"	52.00	176.56	S46°51'19"E	193.18	C78	S°43'53"	625.00	29.81	S18°22'34"W	29.81
C32	S21°09'42"	15.00	13.60	S22°18'51"W	13.21	C79	S°22'32"	1000.00	111.29	N79°49'33"W	111.29
C33	S°49'10"	728.00	46.93	S23°01'10"E	46.49	C80	S°07'48"	1000.00	72.09	N82°42'09"W	72.07
C34	90°00'00"	15.00	23.99	S45°11'05"E	21.21	C81	N°39'58"	300.00	5.64	S17°29'39"W	5.64
C35	S41°44'41"	15.00	22.90	N47°41'16"E	20.12	C82	N°29'50"	1000.00	321.44	N89°09'34"W	320.90
C36	S05°51'40"	80.00	63.79	N09°30'05"E	60.70	C83	S°23'59"	500.00	196.79	S78°54'49"E	196.49
C37	90°00'00"	15.00	23.99	S44°48'55"W	21.21	C84	28°13'00"	200.00	114.39	N09°19'19"E	114.40
C38	90°00'00"	15.00	23.99	S44°48'55"W	21.21	C85	90°00'00"	40.00	62.83	N44°48'55"E	96.57
C39	S°39'47"	392.00	52.30	S89°38'42"E	62.20	C86	90°00'00"	40.00	62.83	S44°48'55"E	96.57
C40	S°09'48"	248.00	30.71	S87°31'11"E	30.69	C87	3°49'10"	700.00	44.83	S02°01'10"E	44.82
C41	S9°27'32"	15.00	15.57	N81°24'40"E	14.89	C88	S°49'10"	406.00	26.13	S02°01'10"E	26.13
C42	S04°43'47"	100.00	307.59	N01°27'38"W	89.59	C89	S°19'10"	250.00	22.57	S08°28'29"E	22.57
C43	S4°51'38"	15.00	14.28	N82°12'59"W	13.74	C90	S°52'59"	300.00	39.59	S04°36'20"E	39.54
C44	S°48'03"	300.00	40.82	N89°34'21"W	40.82	C91	S°33'47"	226.00	48.44	S89°55'42"E	48.39
C45	S°39'47"	300.00	44.67	N89°55'42"W	44.67	C92	N°00'00"	274.00	48.22	S88°42'48"E	48.19
C46	90°00'00"	15.00	23.99	S44°48'55"W	21.21						
C47	90°00'00"	15.00	23.99	S44°48'55"W	21.21						

TYPE	QUANTITY	ACREAGE
SINGLE FAMILY LOTS	158	22.701 ACRES
PARKLAND LOTS	1	1.307 ACRES
DRAINAGE LOTS	2	0.633 ACRES
ROW	NA	12.432 ACRES

**SURVEYOR'S NOTES**

- ALL LOTS LOCATED IN THIS SUBDIVISION WILL BE MONUMENTED WITH A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "KHA" PRIOR TO LOT SALES UNLESS OTHERWISE STATED
- THE BEARINGS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS) POST PROCESSING. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE		
LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.
BLK A	1.279	85,732	BLK C - LOT 25	0.135	5,884	BLK E	3.861	134,207	BLK F - LOT 18	0.165	6,740
BLK A - LOT 1	0.190	8,235	BLK C - LOT 26	0.136	5,911	BLK E - LOT 1	0.160	6,552	BLK G	2.862	116,619
BLK A - LOT 2	0.142	6,168	BLK C - LOT 27	0.136	5,937	BLK E - LOT 2	0.124	5,400	BLK G - LOT 1	0.137	5,962
BLK A - LOT 3	0.132	5,736	BLK C - LOT 28	0.137	5,964	BLK E - LOT 3	0.124	5,400	BLK G - LOT 2	0.110	4,800
BLK A - LOT 4	0.181	7,871	BLK C - LOT 29	0.138	5,991	BLK E - LOT 4	0.124	5,400	BLK G - LOT 3	0.110	4,800

# EXHIBIT L-2 IMPROVEMENT AREA #2 FINAL PLAT

### VICINITY MAP

NOT TO SCALE

### LEGEND

1" = 10' FROM ROD FOUND  
 1" = 10' FROM ROD IMPLANTED CAP FOUND  
 1" = 10' FROM ROD IMPLANTED CAP STAMPED "MAY 2017"  
 1" = 10' FROM P.N.A. FOUND  
 1" = 10' FROM PIPE FOUND  
 1" = 10' RIGHT-OF-WAY  
 1" = 10' VOLUME  
 1" = 10' PAUSE  
 1" = 10' OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS  
 1" = 10' 2020 RECORD OF HAYS COUNTY, TEXAS  
 1" = 10' WATER QUALITY BUFFER ZONE  
 1" = 10' RIGHT OF WAY CENTERLINE

### GENERAL NOTES

- THIS DEVELOPMENT IS SUBJECT TO THE HERITAGE DEVELOPMENT AGREEMENT, APPROVED BY CITY COUNCIL OCTOBER 17, 2017 EXECUTED MAY 3, 2021 AND RECORDED IN DEED NO. 21023136 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
- THIS DEVELOPMENT IS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS.
- ZONING OF THIS DEVELOPMENT IS GOVERNED BY THE CITY OF DRIPPING SPRINGS PDZ.
- THIS DEVELOPMENT IS LOCATED WITHIN THE CONTIGUOUS ZONE OF THE EDWARDS AQUIFER AND IS SUBJECT TO THE RULES AND REGULATIONS OF THE EDWARDS AQUIFER PROTECTION PROGRAM OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).
- DEVELOPMENT DESIGN STANDARDS PER THE HERITAGE DEVELOPMENT AGREEMENT OR THE CITY OF DRIPPING SPRINGS AS APPLICABLE.
- UTILITIES WILL BE PROVIDED BY THE FOLLOWING:  
 WATER: DRIPPING SPRINGS WATER SUPPLY CORPORATION  
 WASTEWATER: CITY OF DRIPPING SPRINGS  
 ELECTRIC: FIDELITY ELECTRIC COMPANY
- ALL NEW TELEPHONE AND CABLE TELEVISION UTILITY LINES AND ALL ELECTRIC UTILITY LATERAL AND SERVICE LINES AND WIRES SHALL BE PLACED UNDERGROUND, EXCEPT AS OTHERWISE HEREIN PROVIDED.
- ALL ELECTRIC, CABLE TELEVISION, AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPLIFIERS, SWITCHING DEVICES, ETC.) NECESSARY FOR UNDERGROUND INSTALLATIONS IN SUBURBAN AREAS SHALL BE TWO FOOTED ON PAVED UNDERGROUND IN A PUBLIC UTILITY EASEMENT RATHER THAN A RIGHT-OF-WAY.
- ALL PROPOSED COLLECTOR AND LOCAL STREETS WITHIN THIS SUBDIVISION SHALL HAVE A 4" THICK CONCRETE SEWER/PAVEMENT APPLICABLE CONCRETE SIDEWALK OR IF FINAL, CONSISTENT WITH THE VARIANCES AND ROADWAY SECTIONS SET FORTH IN PUD NO. 2.
- OWNERSHIP AND MAINTENANCE OF ALL NON-RESIDENTIAL FAMILY LOTS (EXCLUDING PUBLIC PARK LANDS) SHALL BE THE RESPONSIBILITY OF THE HOME OWNER ASSOCIATION.
- ALL DRAINAGE EASEMENT LOTS AND IMPROVEMENTS CONSTRUCTED WITHIN THESE LOTS WILL BE OWNED AND MAINTAINED BY THE HOA.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
- THE LIMITS OF THE 30" INCH STORM WATER RUNOFF ARE CONTAINED WITHIN DRAINAGE EASEMENTS.
- THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION AND MAINTENANCE.
- ALL EXISTING SEWERLINES, DRAINWAYS, ROADS, ETC. WILL BE REMOVED, EXCEPT AS NOTED.
- A UTILITY EASEMENT ADJACENT TO ALL PUBLIC STREETS IS HEREBY DESIGNATED, BUT ONLY WITHIN THE BOUNDARY OF THIS PLAT AS SHOWN.
- THE PROPOSED DEVELOPMENT SHALL DEMONSTRATE COMPLIANCE WITH ALL REQUIREMENTS ESTABLISHED IN THE 2012 INTERNATIONAL FIRE CODE AND LOCAL ORDINANCES.
- SETBACK TRENCHES SHALL BE PLACED IN EACH LOT PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE QUANTITY, SIZE, AND LOCATION REQUIREMENTS OF (PUD NO. 2) SUBSET G.

### FINAL PLAT OF HERITAGE- DRIPPING SPRINGS- PHASE 2

BEING A TOTAL OF 75.573 ACRES OF LAND OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 188.130 ACRE TRACT CONVEYED TO MH HOMES OF AUSTIN, LLC, AND TRI POINTE HOMES OF TEXAS, INC. IN DOCUMENT NO. 21023136 RECORDED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

### STATEMENTS

KNOW ALL MEN BY THESE PRESENTS, THAT MH HOMES OF AUSTIN, LLC AND TRI POINTE HOMES OF TEXAS, INC., OWNER OF PORTIONS OF 75.573 ACRES OF LAND, BEING A PORTION OF THAT CERTAIN 188.130 ACRE TRACT RECORDED IN DOCUMENT NO. 21023136 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAME BEING OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, HEREBY SUBMIT THIS FINAL PLAT OF LAND TO BE KNOWN AS "HERITAGE- DRIPPING SPRINGS- PHASE 2" IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY HERETO TO THE COMMISSION OF THE PUBLIC RECORDS OF HAYS COUNTY, TEXAS, FOR THE RECORD AND THE RECORDS TO BE KEPT.

IN WITNESS WHEREOF THE SAID OWNERS HAVE CAUSED THESE PRESENTS TO BE EXECUTED ON THIS 21 DAY OF MARCH 2024.

**OWNER - MH HOMES OF AUSTIN, LLC**  
 [Signature]  
 [Signature]

**OWNER - TRI POINTE HOMES, TEXAS, INC.**  
 [Signature]  
 [Signature]

STATE OF TEXAS  
 COUNTY OF HAYS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE  
 DATED THIS 21 DAY OF MARCH 2024.

STATE OF TEXAS  
 COUNTY OF HAYS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE  
 DATED THIS 21 DAY OF MARCH 2024.

STATE OF TEXAS  
 COUNTY OF HAYS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE  
 DATED THIS 21 DAY OF MARCH 2024.

STATE OF TEXAS  
 COUNTY OF HAYS

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY KIMLEY-HORN & ASSOCIATES, INC.

[Signature]  
 JOHN G. MOISER  
 TEXAS PROFESSIONAL LAND SURVEYOR  
 6330  
 10301 REDBURN PLACE, SUITE 400  
 SAN ANTONIO, TEXAS 78203

### INDEX MAP

INDEX MAP  
 SHOWING THE LOCATION OF THE PLAT WITHIN THE "A-A" SEE SHEET 3 OF 5

### Kimley-Horn

19101 Houston Plaza, Suite 400  
 San Antonio, Texas 78210  
 Tel No. (210) 541-4100  
 Fax No. (210) 541-4100  
 www.kimley-horn.com

PROJECT NO. 21023136  
 DRAWN BY: SAL  
 CHECKED BY: JAK  
 DATE: 3/15/2024  
 PROJECT NO. 21023136

CITY OF DRIPPING SPRINGS  
 STATE OF TEXAS  
 CITY OF DRIPPING SPRINGS, TEXAS  
 HAYS COUNTY, TEXAS

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AND IS HEREBY APPROVED.  
 APPROVED THIS 20th DAY OF April 2024  
 [Signature]  
 MAYOR  
 CITY OF DRIPPING SPRINGS

STATE OF TEXAS  
 COUNTY OF HAYS

I, CLAUDE HANCOCK CARDEWAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH THIS CERTIFICATE OF AUTHENTICITY HAS BEEN FILED FOR RECORD IN MY OFFICE ON THE 4th DAY OF April A.D. 2024.

CLAUDE HANCOCK CARDEWAS  
 COUNTY CLERK  
 HAYS COUNTY, TEXAS

ENGINEER AND PUBLIC WORKS DEPARTMENT

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED WATER SUPPLY OR A STATE APPROVED COMBINATION WATER SYSTEM. THE CITY OF DRIPPING SPRINGS WILL BE RESPONSIBLE FOR THE COST OF THE WATER SUPPLY AND COMBINATION WATER SYSTEM. THE CITY OF DRIPPING SPRINGS WILL BE RESPONSIBLE FOR THE COST OF THE WATER SUPPLY AND COMBINATION WATER SYSTEM. THE CITY OF DRIPPING SPRINGS WILL BE RESPONSIBLE FOR THE COST OF THE WATER SUPPLY AND COMBINATION WATER SYSTEM.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY THE CITY OF DRIPPING SPRINGS.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGAIN UNTIL ALL CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

CHAD GILBERT  
 CIVIL ENGINEER  
 CITY OF DRIPPING SPRINGS  
 DATE: 4-2-2024

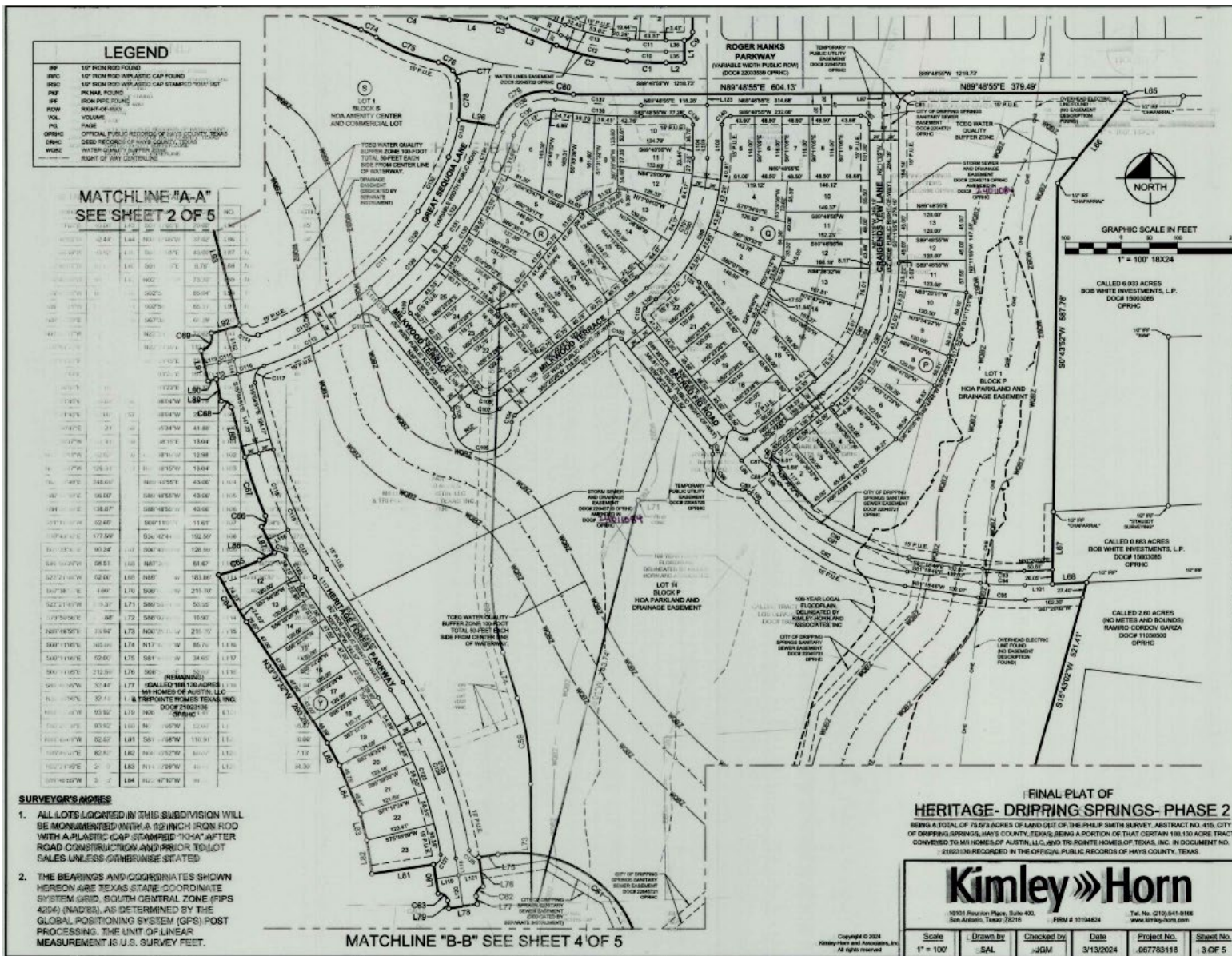
HERITAGE- DRIPPING SPRINGS- PHASE 2  
 BEING A TOTAL OF 75.573 ACRES OF LAND OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 188.130 ACRE TRACT CONVEYED TO MH HOMES OF AUSTIN, LLC, AND TRI POINTE HOMES OF TEXAS, INC. IN DOCUMENT NO. 21023136 RECORDED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

Kimley-Horn

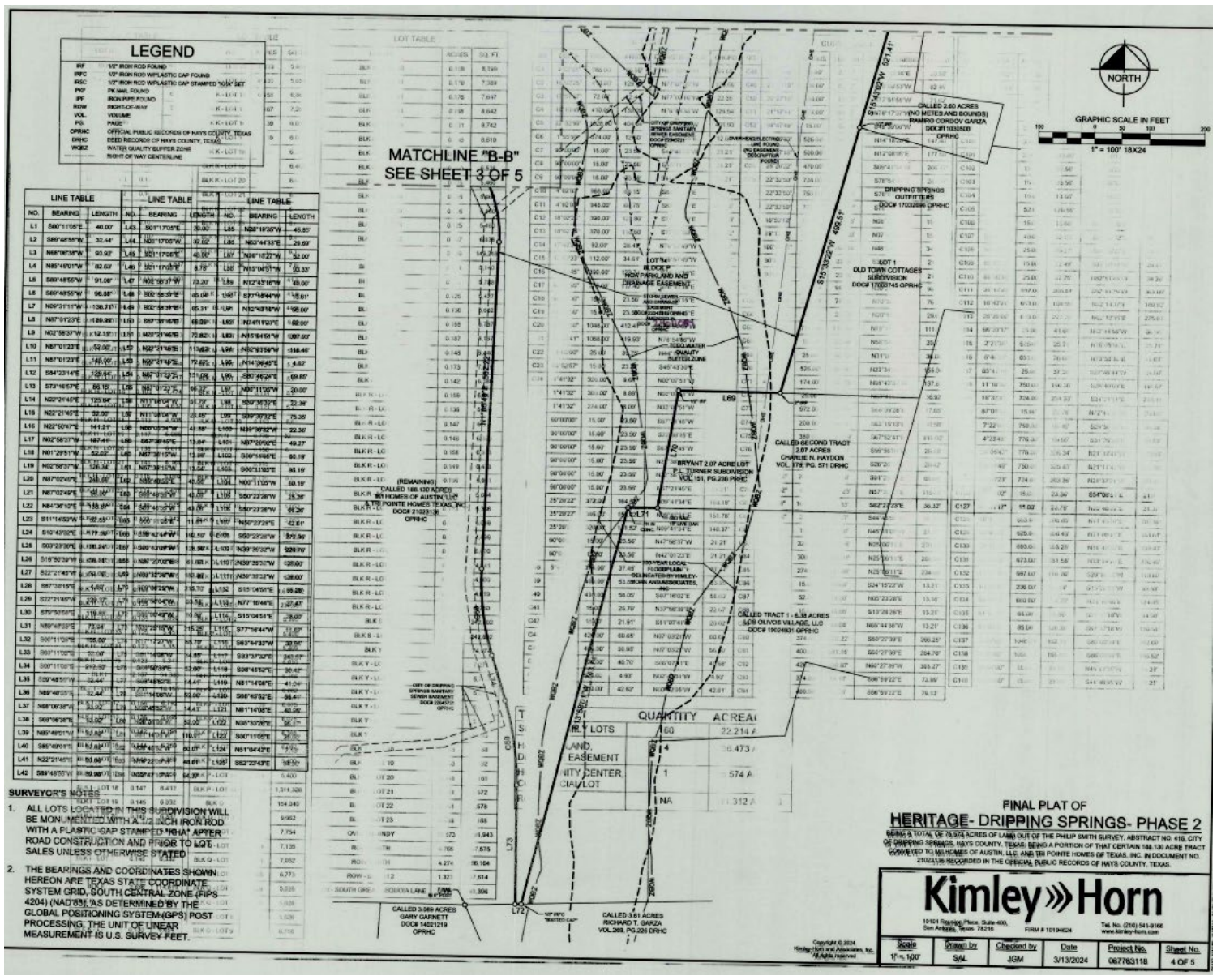
Scale: 1" = 400'  
 Drawn by: SAL  
 Checked by: JAK  
 Date: 3/15/2024  
 Project No.: 21023136







HERITAGE PID PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN



### LEGEND

IR	1/2" IRON ROD FOUND
WPC	1/2" IRON ROD WITH PLASTIC CAP FOUND
SP	1/2" IRON ROD WITH PLASTIC CAP STAMPED MONUMENT
FK	FINAL FOUND
IR	IRON PIPE FOUND
RHW	REINFORCING
VP	VOLUME
PADE	PADE
OPRC	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
OCPRC	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
OCPRC	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
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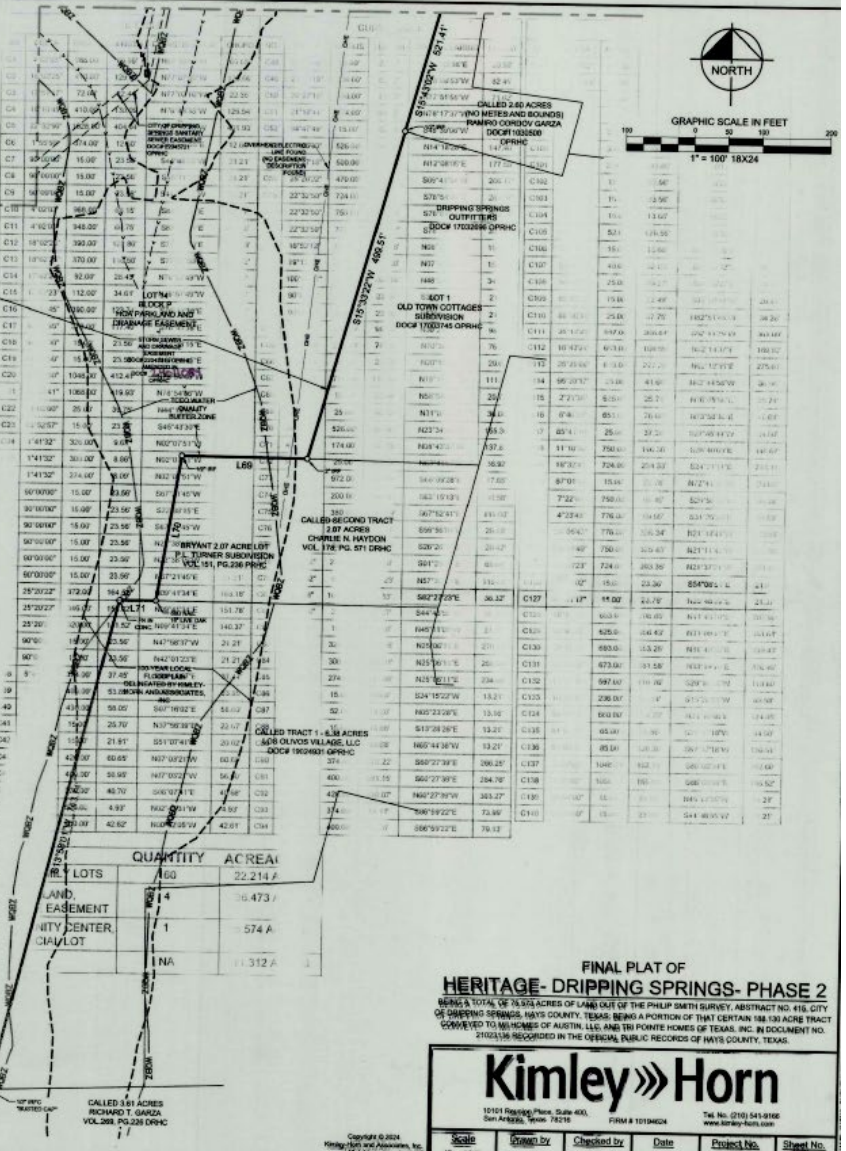
LINE TABLE	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH		
L1	500.1105E	40.00	L45	S01°17'05"W	30.00	L46	N00°19'50"W	45.80
L2	S89°45'30"W	52.44	L44	N01°17'00"W	19.02	L43	N00°44'33"E	28.69
L3	N89°50'30"W	62.62	L43	S01°17'05"E	40.00	L42	N00°19'22"W	52.00
L4	N89°49'00"W	62.62	L42	S01°17'05"E	40.00	L41	N00°19'51"W	53.32
L5	S89°45'30"W	91.07	L41	N00°38'57"W	73.07	L40	N02°43'18"W	60.00
L6	S89°45'30"W	95.88	L40	S00°30'30"E	45.08	L39	S77°18'44"W	138.81
L7	N03°31'11"W	136.31	L39	S02°38'29"E	65.31	L38	N02°48'18"W	198.00
L8	N07°31'52"E	148.00	L38	S07°31'40"W	68.00	L37	N04°11'02"E	162.00
L9	N02°58'33"W	132.10	L37	N02°51'46"E	72.82	L36	N03°58'58"W	100.00
L10	N07°01'32"E	62.00	L36	N02°51'46"E	114.62	L35	N03°58'58"W	158.48
L11	N07°01'32"E	116.00	L35	N02°51'46"E	72.82	L34	N04°30'45"E	148.27
L12	S84°23'14"E	129.84	L34	N05°01'22"E	171.05	L33	N05°46'24"E	69.80
L13	S70°14'52"E	88.10	L33	N04°30'45"E	98.27	L32	N07°01'32"E	20.00
L14	N02°21'40"E	125.58	L32	N03°18'03"W	81.37	L31	N03°28'32"E	72.30
L15	N02°21'40"E	132.59	L31	N03°18'03"W	35.49	L30	S09°38'32"E	70.30
L16	N02°50'43"E	141.31	L30	N03°00'34"E	43.88	L29	N03°58'58"W	22.30
L17	N02°58'33"W	147.41	L29	S00°50'34"E	33.04	L28	S01°59'00"E	49.27
L18	N07°29'51"W	52.23	L28	N02°38'12"W	1.89	L27	N00°44'33"E	60.19
L19	N02°58'33"W	138.14	L27	N03°18'03"W	1.89	L26	N00°44'33"E	82.19
L20	N07°29'51"W	52.23	L26	S00°50'34"E	41.87	L25	N00°17'00"E	60.19
L21	N07°29'51"W	52.23	L25	S00°50'34"E	41.87	L24	S03°23'29"E	25.26
L22	N04°30'45"E	131.64	L24	S03°23'29"E	41.87	L23	S03°23'29"E	41.87
L23	S11°14'50"W	172.40	L23	S03°23'29"E	41.87	L22	S03°23'29"E	41.87
L24	S10°43'02"E	177.92	L22	S03°23'29"E	41.87	L21	S03°23'29"E	41.87
L25	S03°23'29"E	148.24	L21	S03°23'29"E	41.87	L20	S03°23'29"E	41.87
L26	S19°03'59"W	128.18	L20	S03°23'29"E	41.87	L19	S03°23'29"E	41.87
L27	S22°14'57"W	124.46	L19	S03°23'29"E	41.87	L18	S03°23'29"E	41.87
L28	S07°28'19"E	124.46	L18	S03°23'29"E	41.87	L17	S03°23'29"E	41.87
L29	S22°14'57"W	124.46	L17	S03°23'29"E	41.87	L16	S03°23'29"E	41.87
L30	S27°31'04"W	124.46	L16	S03°23'29"E	41.87	L15	S03°23'29"E	41.87
L31	S27°31'04"W	124.46	L15	S03°23'29"E	41.87	L14	S03°23'29"E	41.87
L32	N03°48'52"E	72.34	L14	S03°23'29"E	41.87	L13	S03°23'29"E	41.87
L33	S00°11'02"E	64.64	L13	S03°23'29"E	41.87	L12	S03°23'29"E	41.87
L34	S00°11'02"E	64.64	L12	S03°23'29"E	41.87	L11	S03°23'29"E	41.87
L35	S00°11'02"E	64.64	L11	S03°23'29"E	41.87	L10	S03°23'29"E	41.87
L36	S00°11'02"E	64.64	L10	S03°23'29"E	41.87	L9	S03°23'29"E	41.87
L37	S00°11'02"E	64.64	L9	S03°23'29"E	41.87	L8	S03°23'29"E	41.87
L38	S00°11'02"E	64.64	L8	S03°23'29"E	41.87	L7	S03°23'29"E	41.87
L39	S00°11'02"E	64.64	L7	S03°23'29"E	41.87	L6	S03°23'29"E	41.87
L40	S00°11'02"E	64.64	L6	S03°23'29"E	41.87	L5	S03°23'29"E	41.87
L41	N02°21'40"E	103.00	L5	S03°23'29"E	41.87	L4	S03°23'29"E	41.87
L42	S04°48'52"W	103.00	L4	S03°23'29"E	41.87	L3	S03°23'29"E	41.87

### SURVEYOR'S NOTES

1. ALL LOTS LOCATED IN THIS SUBDIVISION WILL BE MONUMENTED WITH A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED MONUMENT PRIOR TO ROAD CONSTRUCTION AND PRIOR TO LOT SALES UNLESS OTHERWISE STATED.

2. THE BEARINGS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS) POST PROCESSING. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

**MATCHLINE "B-B"**  
**SEE SHEET 3 OF 5**



### QUANTITY ACREAGE

DESCRIPTION	ACREAGE
LOTS	22.214
LAND EASEMENT	36.473
CITY CENTER	57.4
LOTTA	11.312

FINAL PLAT OF  
**HERITAGE-DRIPPING SPRINGS- PHASE 2**  
BEING A TOTAL OF 18.58 ACRES OF LAND OUT OF THE PHILIP DARTY SURVEY, ABSTRACT NO. 416, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 188.150 ACRE TRACT CONVEYED TO MELBOURNE OF AUSTIN, L.L.C. AND TRIP POINTE HOMES OF TEXAS, INC. IN DOCUMENT NO. 2160336 RECORDED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

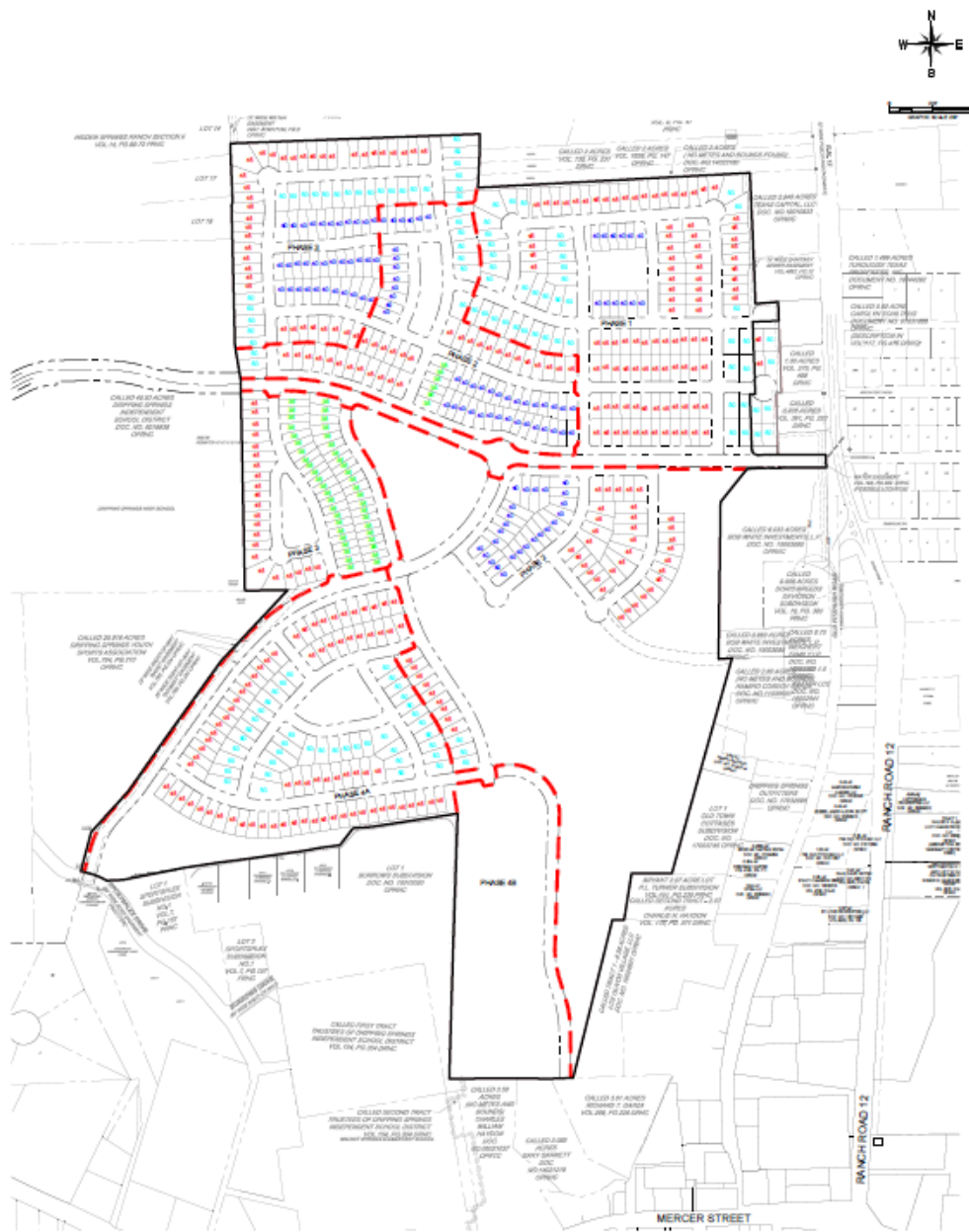
**Kimley Horn**

10101 Rispaw, Plano, Texas 75074      FIRM # 10146204      Tel. No. (972) 941-6966  
San Antonio, Texas 78216      www.kimley-horn.com

Scale	1" = 100'
Drawn by	SAL
Checked by	JGM
Date	3/13/2024
Project No.	067783118
Sheet No.	4 OF 5



# EXHIBIT M – LOT TYPE CLASSIFICATION MAP

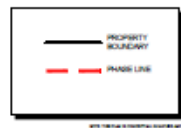


## HERITAGE

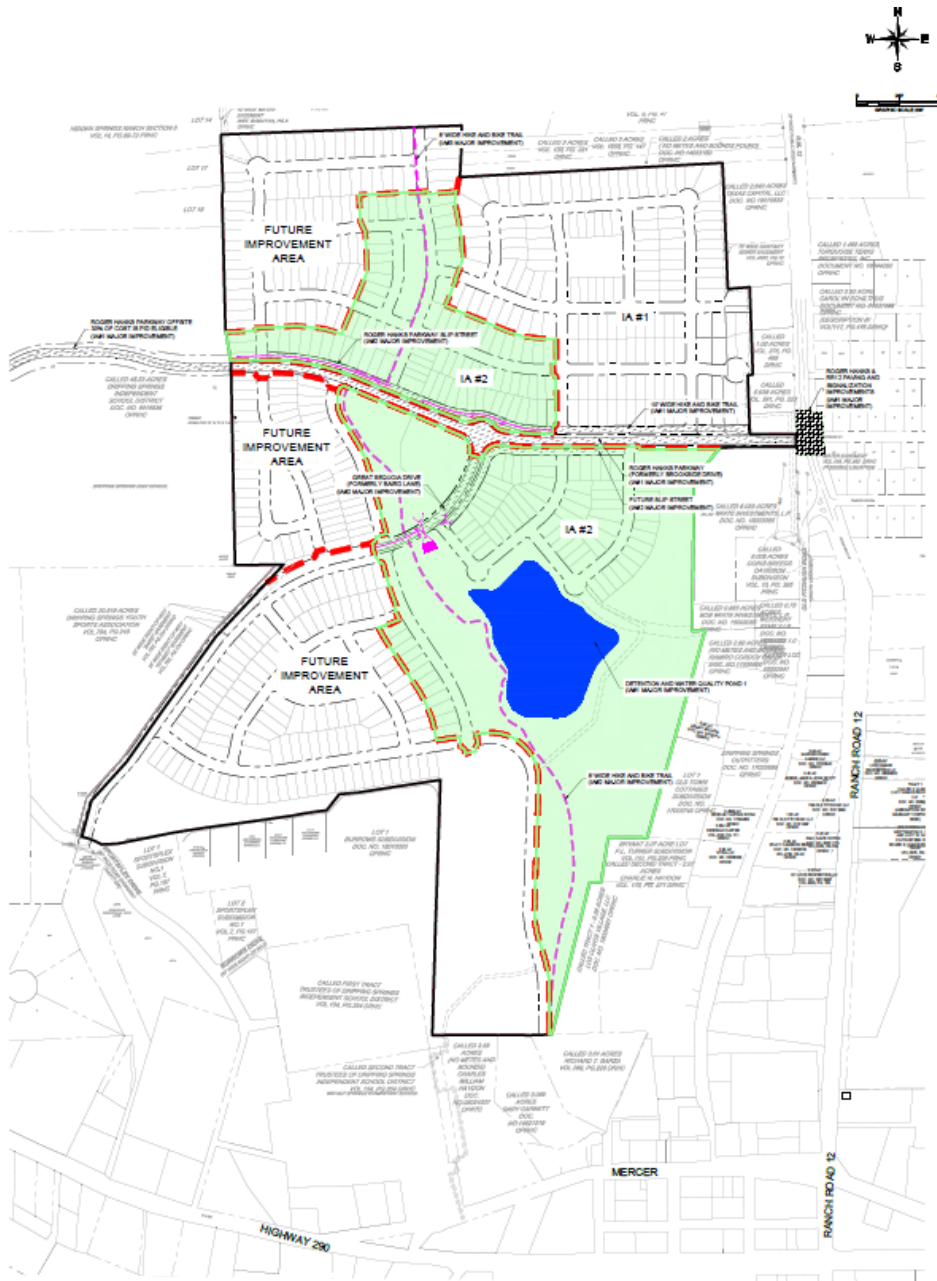
### PDD Compliant Overall Residential Lot Size Exhibit

Dripping Spring, Texas  
November 2022

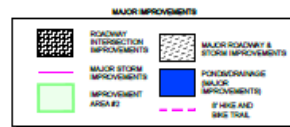
HERITAGE PDD COMPLIANT RESIDENTIAL LOT MIX						
<b>Medium Density Detached</b>						
<b>Product</b>	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>	<b>Phase 4A</b>	<b>Phase 4B</b>	<b>Lots Percent</b>
40's	12	14	34			60 12%
45's	100	74	59	75		308 63%
50's	46	12	25	39		122 25%
<b>Subtotal MDD</b>	<b>158</b>	<b>100</b>	<b>118</b>	<b>114</b>	<b>0</b>	<b>490 70%</b>
<b>High Density Detached</b>						
<b>Product</b>						<b>Lots Percent</b>
35's		6	45			51 49%
40's		54				54 51%
<b>Subtotal HDD</b>	<b>0</b>	<b>60</b>	<b>45</b>	<b>0</b>	<b>0</b>	<b>105 15%</b>
<b>High Density Attached</b>						
<b>Product</b>						<b>Lots Percent</b>
NA					105	105 15%
<b>Total Lots</b>	<b>158</b>	<b>160</b>	<b>163</b>	<b>114</b>	<b>105</b>	<b>700</b>



# EXHIBIT N – MAP OF MAJOR IMPROVEMENTS



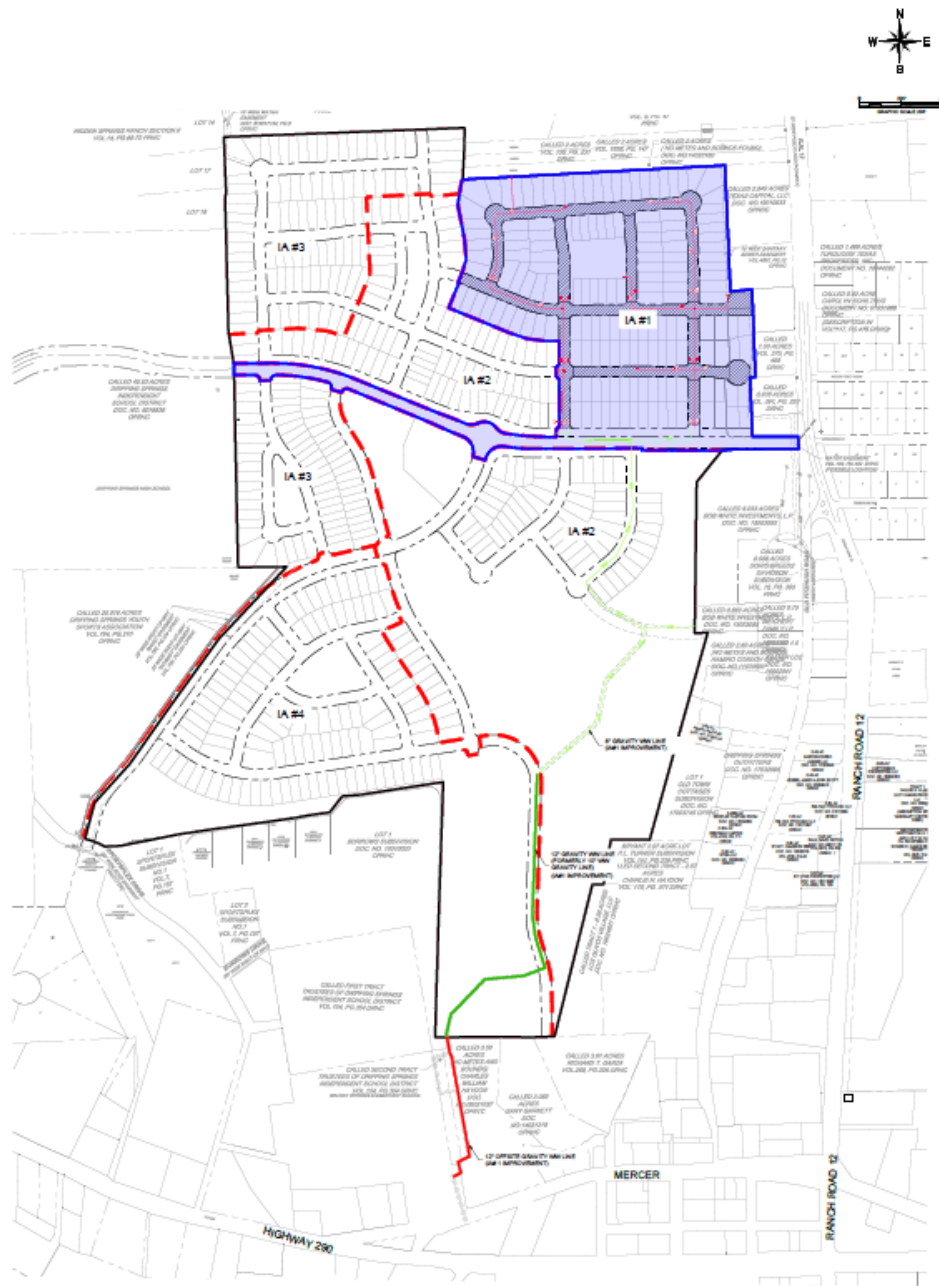
**EXHIBIT C-1**  
Major Improvements Map



**Kimley Horn**

Dripping Spring, Texas  
March 2024

# EXHIBIT O – MAP OF IMPROVEMENT AREA #1 IMPROVEMENTS



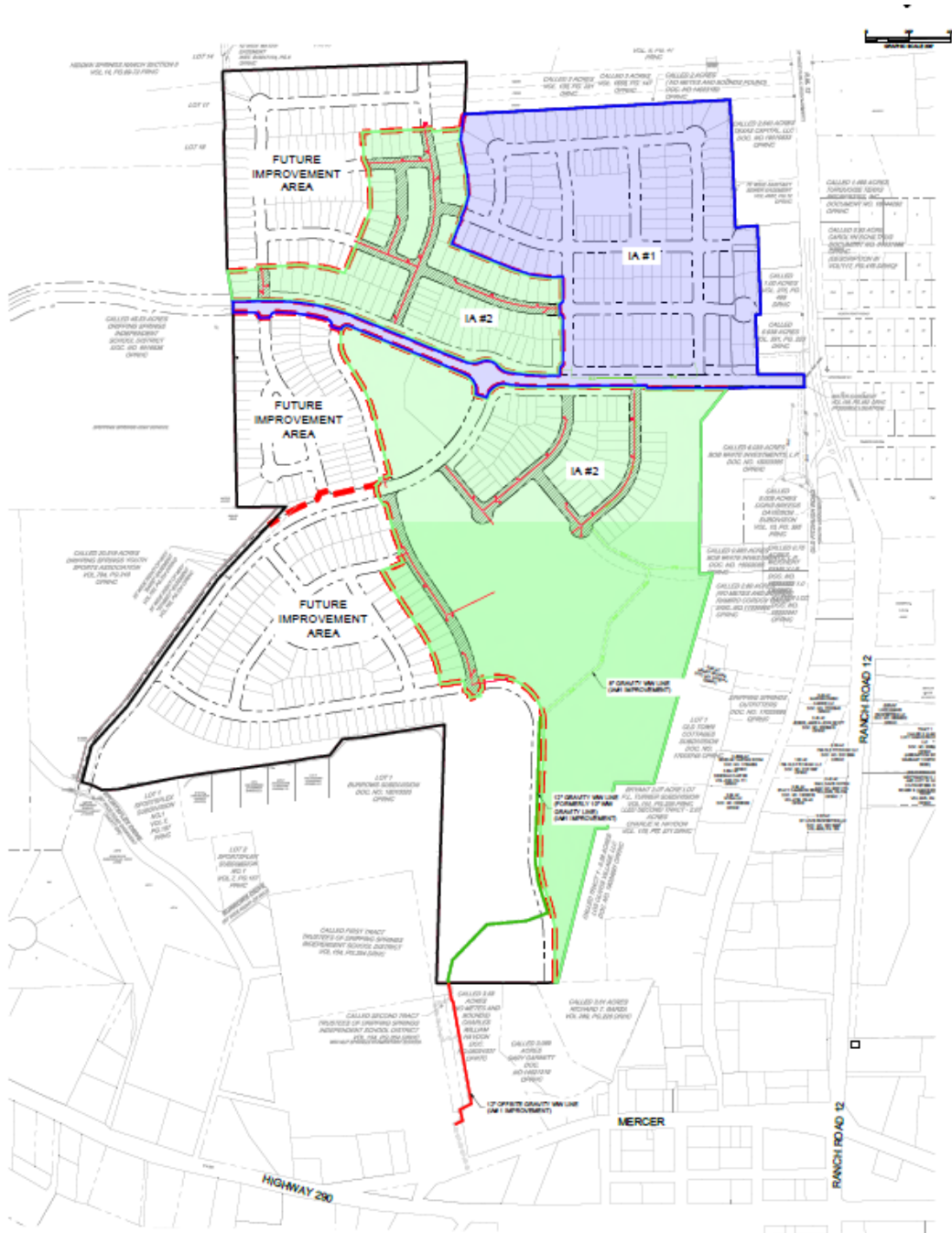
**EXHIBIT C-2**  
**Improvement Area #1**  
**Improvements Map**



Dripping Spring, Texas  
 April 2023



# EXHIBIT P – MAP OF IMPROVEMENT AREA #2 IMPROVEMENTS



HERITAGE PID PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN  
 EXHIBIT C-2  
 Improvement Area #2  
 Improvements Map  
 11/15/24

**EXHIBIT C-2**  
**Improvement Area #2**  
**Improvements Map**

IMPROVEMENT AREA IMPROVEMENTS	
	ROADWAY STORM & WASTEWATER INTERNAL IMPROVEMENT AREA #1
	IMPROVEMENT AREA #2
	PROPERTY BOUNDARY
	PHASELINE
	12" WW LINE
	12" OFFSITE WW LINE
	8" WW LINE
	8" OFFSITE WW LINE
	STORM IMPROVEMENTS



**EXHIBIT Q – NOTICE OF PID ASSESSMENT TERMINATION**



P3Works, LLC  
9284 Huntington Square, Suite 100  
North Richland Hills, TX 76182

---

[Date]  
Hays County Clerk's Office  
Honorable [County Clerk Name]  
712 S Stagecoach Trail #2008  
San Marcos, Texas 78666

**Re: City of Dripping Springs Lien Release documents for filing**

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

Enclosed is a lien release that the City of Dripping Springs 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 Dripping Springs  
Attn: [City Secretary]  
511 W Mercer St  
Dripping Springs, TX 78620

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

Sincerely,  
[Signature]

P3Works, LLC  
P: (817) 393-0353  
admin@p3-works.com



[legal description], a subdivision in Hays County, Texas, according to the map or plat of record in Document/Instrument No. \_\_\_\_\_ of the Plat Records of Hays 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 Hays 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 DRIPPING SPRINGS, TEXAS,**

By: \_\_\_\_\_  
[Manager Name], City Manager

**ATTEST:**

\_\_\_\_\_  
[Secretary Name], City Secretary

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF HAYS**               §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [Manager Name], City Manager for the City of Dripping Springs, Texas, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT R – HOMEBUYER DISCLOSURES

Homebuyer disclosures for the following lot types are contained in this Exhibit:

- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4
- Lot Type 5
- Lot Type 6
- Lot Type 7

## LOT TYPE 1 DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$41,452.88**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 *Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs 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 Dripping Springs.

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.

\_\_\_\_\_  
<sup>1</sup> 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 Hays 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]<sup>2</sup>

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

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> 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 Hays County.



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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> 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 Hays County.

## ANNUAL INSTALLMENTS - LOT TYPE 1

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment
2025	\$ 663.44	\$ 2,216.56	\$ 243.22	\$ 207.26	\$ 3,330.48
2026	687.13	2,186.71	248.08	203.95	3,325.87
2027	716.75	2,155.79	253.04	200.51	3,326.09
2028	746.37	2,123.53	258.10	196.93	3,324.93
2029	781.91	2,089.95	263.26	193.20	3,328.32
2030	817.45	2,054.76	268.53	189.29	3,330.03
2031	852.99	2,017.98	273.90	185.20	3,330.07
2032	894.45	1,972.13	279.38	180.93	3,326.90
2033	941.84	1,924.05	284.97	176.46	3,327.32
2034	995.15	1,873.43	290.67	171.75	3,331.00
2035	1,042.54	1,819.94	296.48	166.78	3,325.74
2036	1,101.78	1,763.90	302.41	161.56	3,329.65
2037	1,161.01	1,704.68	308.46	156.06	3,330.21
2038	1,220.25	1,642.28	314.63	150.25	3,327.40
2039	1,285.41	1,576.69	320.92	144.15	3,327.16
2040	1,356.49	1,507.60	327.34	137.72	3,329.15
2041	1,427.57	1,434.69	333.88	130.94	3,327.08
2042	1,504.58	1,357.96	340.56	123.80	3,326.90
2043	1,587.51	1,277.08	347.37	116.28	3,328.24
2044	1,676.36	1,191.76	354.32	108.34	3,330.78
2045	1,765.21	1,099.56	361.41	99.96	3,326.13
2046	1,865.91	1,002.47	368.63	91.13	3,328.15
2047	1,972.54	899.84	376.01	81.80	3,330.19
2048	2,079.16	791.35	383.53	71.94	3,325.98
2049	2,197.63	677.00	391.20	61.55	3,327.37
2050	2,322.02	556.13	399.02	50.56	3,327.73
2051	2,452.34	428.42	407.00	38.95	3,326.71
2052	2,594.51	293.54	415.14	26.69	3,329.88
2053	2,742.60	150.84	423.44	13.71	3,330.60
<b>Total</b>	<b>\$ 41,452.88</b>	<b>\$ 41,790.62</b>	<b>\$ 9,434.89</b>	<b>\$ 3,837.65</b>	<b>\$ 96,516.04</b>

[a] Interest is calculated at the actual rate of the Improvement Area #1 Bonds.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## LOT TYPE 2 DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: \$43,337.10**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 *Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs 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 Dripping Springs.

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.

\_\_\_\_\_  
<sup>1</sup> 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 Hays 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]<sup>2</sup>

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

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF \_\_\_\_\_

§

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> 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 Hays 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 \_\_\_\_\_

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]<sup>4</sup>

<sup>4</sup> 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 Hays County.

## ANNUAL INSTALLMENTS - LOT TYPE 2

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment
2025	\$ 693.59	\$ 2,317.32	\$ 254.27	\$ 216.69	\$ 3,481.87
2026	718.36	2,286.11	259.36	213.22	3,477.04
2027	749.33	2,253.78	264.54	209.63	3,477.28
2028	780.29	2,220.06	269.83	205.88	3,476.06
2029	817.45	2,184.95	275.23	201.98	3,479.60
2030	854.60	2,148.16	280.74	197.89	3,481.39
2031	891.76	2,109.70	286.35	193.62	3,481.43
2032	935.11	2,061.77	292.08	189.16	3,478.12
2033	984.65	2,011.51	297.92	184.48	3,478.56
2034	1,040.39	1,958.58	303.88	179.56	3,482.41
2035	1,089.93	1,902.66	309.96	174.36	3,476.91
2036	1,151.86	1,844.08	316.15	168.91	3,481.00
2037	1,213.79	1,782.17	322.48	163.15	3,481.58
2038	1,275.71	1,716.93	328.93	157.08	3,478.65
2039	1,343.83	1,648.36	335.51	150.70	3,478.40
2040	1,418.15	1,576.13	342.22	143.98	3,480.47
2041	1,492.46	1,499.90	349.06	136.89	3,478.31
2042	1,572.97	1,419.68	356.04	129.43	3,478.12
2043	1,659.67	1,335.13	363.16	121.56	3,479.53
2044	1,752.56	1,245.93	370.43	113.27	3,482.18
2045	1,845.45	1,149.54	377.83	104.50	3,477.32
2046	1,950.73	1,048.04	385.39	95.28	3,479.43
2047	2,062.20	940.75	393.10	85.52	3,481.56
2048	2,173.67	827.32	400.96	75.21	3,477.16
2049	2,297.52	707.77	408.98	64.34	3,478.62
2050	2,427.57	581.41	417.16	52.86	3,479.00
2051	2,563.81	447.89	425.50	40.72	3,477.93
2052	2,712.44	306.88	434.01	27.90	3,481.23
2053	2,867.26	157.70	442.69	14.34	3,481.99
<b>Total</b>	<b>\$ 43,337.10</b>	<b>\$ 43,690.19</b>	<b>\$ 9,863.75</b>	<b>\$ 4,012.09</b>	<b>\$ 100,903.13</b>

[a] Interest is calculated at the actual rate of the Improvement Area #1 Bonds.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*



## LOT TYPE 3 DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 3 PRINCIPAL ASSESSMENT: \$47,105.55**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 *Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs 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 Dripping Springs.

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.

\_\_\_\_\_  
<sup>1</sup> 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 Hays 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]<sup>2</sup>

<sup>2</sup> 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 \_\_\_\_\_

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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]<sup>3</sup>

<sup>3</sup> 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 Hays 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 \_\_\_\_\_

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]<sup>4</sup>

<sup>4</sup> 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 Hays County.

### ANNUAL INSTALLMENTS - LOT TYPE 3

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment
2025	\$ 753.90	\$ 2,518.82	\$ 276.38	\$ 235.53	\$ 3,784.64
2026	780.83	2,484.90	281.91	231.76	3,779.39
2027	814.49	2,449.76	287.55	227.85	3,779.65
2028	848.14	2,413.11	293.30	223.78	3,778.33
2029	888.53	2,374.94	299.16	219.54	3,782.18
2030	928.92	2,334.96	305.15	215.10	3,784.12
2031	969.31	2,293.16	311.25	210.45	3,784.17
2032	1,016.42	2,241.06	317.48	205.61	3,780.56
2033	1,070.27	2,186.42	323.83	200.53	3,781.05
2034	1,130.86	2,128.90	330.30	195.17	3,785.23
2035	1,184.71	2,068.11	336.91	189.52	3,779.25
2036	1,252.02	2,004.43	343.65	183.60	3,783.70
2037	1,319.33	1,937.14	350.52	177.34	3,784.33
2038	1,386.65	1,866.22	357.53	170.74	3,781.14
2039	1,460.69	1,791.69	364.68	163.81	3,780.87
2040	1,541.46	1,713.18	371.97	156.50	3,783.12
2041	1,622.24	1,630.33	379.41	148.80	3,780.77
2042	1,709.75	1,543.13	387.00	140.68	3,780.56
2043	1,803.98	1,451.23	394.74	132.14	3,782.09
2044	1,904.95	1,354.27	402.64	123.12	3,784.97
2045	2,005.92	1,249.50	410.69	113.59	3,779.70
2046	2,120.36	1,139.17	418.90	103.56	3,781.99
2047	2,241.52	1,022.55	427.28	92.96	3,784.31
2048	2,362.68	899.27	435.83	81.75	3,779.53
2049	2,497.31	769.32	444.54	69.94	3,781.11
2050	2,638.66	631.97	453.43	57.45	3,781.52
2051	2,786.75	486.84	462.50	44.26	3,780.35
2052	2,948.30	333.57	471.75	30.32	3,783.95
2053	3,116.59	171.41	481.19	15.58	3,784.77
<b>Total</b>	<b>\$ 47,105.55</b>	<b>\$ 47,489.34</b>	<b>\$ 10,721.47</b>	<b>\$ 4,360.97</b>	<b>\$ 109,677.32</b>

[a] Interest is calculated at the actual rate of the Improvement Area #1 Bonds.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## 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 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 4 PRINCIPAL ASSESSMENT: \$39,826.99**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 *Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs 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 Dripping Springs.

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.

\_\_\_\_\_  
<sup>1</sup> 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 Hays 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]<sup>2</sup>

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<sup>2</sup> 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 \_\_\_\_\_

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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]<sup>3</sup>

<sup>3</sup> 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 Hays County.

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF \_\_\_\_\_

§

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> 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 Hays County.

## ANNUAL INSTALLMENTS - LOT TYPE 4

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 2,038.64	\$ -	\$ -	\$ (2,038.64)	\$ -
2026	562.09	2,329.88	236.42	199.13	-	3,327.52
2027	596.85	2,297.00	241.15	196.32	-	3,331.33
2028	625.83	2,262.08	245.98	193.34	-	3,327.22
2029	666.39	2,225.47	250.89	190.21	-	3,332.97
2030	701.16	2,186.49	255.91	186.88	-	3,330.44
2031	741.72	2,145.47	261.03	183.37	-	3,331.59
2032	782.28	2,102.08	266.25	179.66	-	3,330.28
2033	828.64	2,056.31	271.58	175.75	-	3,332.29
2034	875.00	2,007.84	277.01	171.61	-	3,331.46
2035	921.36	1,956.65	282.55	167.24	-	3,327.79
2036	973.51	1,902.75	288.20	162.63	-	3,327.09
2037	1,031.46	1,845.80	293.96	157.76	-	3,328.98
2038	1,089.40	1,785.46	299.84	152.60	-	3,327.31
2039	1,153.15	1,721.73	305.84	147.16	-	3,327.87
2040	1,222.68	1,654.27	311.96	141.39	-	3,330.30
2041	1,292.22	1,582.74	318.20	135.28	-	3,328.44
2042	1,367.55	1,507.15	324.56	128.82	-	3,328.07
2043	1,448.68	1,427.15	331.05	121.98	-	3,328.85
2044	1,535.60	1,342.40	337.67	114.74	-	3,330.40
2045	1,628.31	1,252.57	344.42	107.06	-	3,332.36
2046	1,721.03	1,157.31	351.31	98.92	-	3,328.57
2047	1,825.33	1,056.63	358.34	90.31	-	3,330.61
2048	1,935.43	949.85	365.51	81.18	-	3,331.97
2049	2,051.32	836.63	372.82	71.51	-	3,332.28
2050	2,173.01	716.63	380.27	61.25	-	3,331.16
2051	2,300.50	589.50	387.88	50.38	-	3,328.26
2052	2,439.57	454.92	395.64	38.88	-	3,329.01
2053	2,590.23	312.21	403.55	26.68	-	3,332.67
2054	2,746.69	160.68	411.62	13.73	-	3,332.72
<b>Total</b>	<b>\$ 39,826.99</b>	<b>\$ 45,864.30</b>	<b>\$ 9,171.41</b>	<b>\$ 3,745.78</b>	<b>\$ (2,038.64)</b>	<b>\$ 96,569.83</b>

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## LOT TYPE 5 DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

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

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STREET ADDRESS

**LOT TYPE 5 PRINCIPAL ASSESSMENT: \$41,723.51**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 *Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs 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 Dripping Springs.

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.

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<sup>1</sup> 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 Hays 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]<sup>2</sup>

<sup>2</sup> 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 \_\_\_\_\_

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]<sup>3</sup>

<sup>3</sup> 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 Hays 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 \_\_\_\_\_

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]<sup>4</sup>

<sup>4</sup> 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 Hays County.

## ANNUAL INSTALLMENTS - LOT TYPE 5

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 2,135.72	\$ -	\$ -	\$ (2,135.72)	\$ -
2026	588.85	2,440.83	247.68	208.62	-	3,485.98
2027	625.28	2,406.38	252.64	205.67	-	3,489.96
2028	655.63	2,369.80	257.69	202.55	-	3,485.66
2029	698.12	2,331.44	262.84	199.27	-	3,491.68
2030	734.55	2,290.60	268.10	195.78	-	3,489.03
2031	777.04	2,247.63	273.46	192.11	-	3,490.24
2032	819.54	2,202.18	278.93	188.22	-	3,488.86
2033	868.10	2,154.23	284.51	184.12	-	3,490.97
2034	916.67	2,103.45	290.20	179.78	-	3,490.10
2035	965.23	2,049.82	296.00	175.20	-	3,486.26
2036	1,019.87	1,993.36	301.92	170.37	-	3,485.52
2037	1,080.57	1,933.70	307.96	165.27	-	3,487.50
2038	1,141.28	1,870.48	314.12	159.87	-	3,485.75
2039	1,208.06	1,803.72	320.40	154.16	-	3,486.34
2040	1,280.91	1,733.05	326.81	148.12	-	3,488.89
2041	1,353.75	1,658.11	333.35	141.72	-	3,486.93
2042	1,432.67	1,578.92	340.01	134.95	-	3,486.55
2043	1,517.66	1,495.11	346.81	127.79	-	3,487.37
2044	1,608.72	1,406.32	353.75	120.20	-	3,488.99
2045	1,705.85	1,312.21	360.83	112.16	-	3,491.05
2046	1,802.98	1,212.42	368.04	103.63	-	3,487.07
2047	1,912.25	1,106.95	375.40	94.61	-	3,489.21
2048	2,027.59	995.08	382.91	85.05	-	3,490.64
2049	2,149.01	876.47	390.57	74.91	-	3,490.95
2050	2,276.49	750.75	398.38	64.17	-	3,489.79
2051	2,410.04	617.58	406.35	52.78	-	3,486.75
2052	2,555.74	476.59	414.48	40.73	-	3,487.54
2053	2,713.58	327.08	422.77	27.96	-	3,491.37
2054	2,877.48	168.33	431.22	14.39	-	3,491.42
<b>Total</b>	<b>\$ 41,723.51</b>	<b>\$ 48,048.31</b>	<b>\$ 9,608.14</b>	<b>\$ 3,924.15</b>	<b>\$ (2,135.72)</b>	<b>\$ 101,168.39</b>

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## LOT TYPE 6 DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

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\_\_\_\_\_  
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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF DRIPPING SPRINGS, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 6 PRINCIPAL ASSESSMENT: \$43,620.03**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 *Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs 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 Dripping Springs.

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.

\_\_\_\_\_  
<sup>1</sup> 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 Hays 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]<sup>2</sup>

<sup>2</sup> 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 \_\_\_\_\_

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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]<sup>3</sup>

<sup>3</sup> 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 Hays 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 \_\_\_\_\_

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]<sup>4</sup>

<sup>4</sup> 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 Hays County.

## ANNUAL INSTALLMENTS - LOT TYPE 6

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 2,232.80	\$ -	\$ -	\$ (2,232.80)	\$ -
2026	615.62	2,551.77	258.94	218.10	-	3,644.43
2027	653.70	2,515.76	264.12	215.02	-	3,648.60
2028	685.43	2,477.52	269.40	211.75	-	3,644.10
2029	729.86	2,437.42	274.79	208.33	-	3,650.39
2030	767.94	2,394.72	280.29	204.68	-	3,647.62
2031	812.36	2,349.80	285.89	200.84	-	3,648.89
2032	856.79	2,302.28	291.61	196.78	-	3,647.45
2033	907.56	2,252.15	297.44	192.49	-	3,649.65
2034	958.33	2,199.06	303.39	187.95	-	3,648.74
2035	1,009.11	2,143.00	309.46	183.16	-	3,644.72
2036	1,066.23	2,083.97	315.65	178.12	-	3,643.95
2037	1,129.69	2,021.59	321.96	172.79	-	3,646.03
2038	1,193.16	1,955.50	328.40	167.14	-	3,644.20
2039	1,262.97	1,885.70	334.97	161.17	-	3,644.81
2040	1,339.13	1,811.82	341.67	154.86	-	3,647.47
2041	1,415.29	1,733.48	348.50	148.16	-	3,645.43
2042	1,497.79	1,650.69	355.47	141.08	-	3,645.03
2043	1,586.64	1,563.07	362.58	133.60	-	3,645.89
2044	1,681.84	1,470.25	369.83	125.66	-	3,647.58
2045	1,783.39	1,371.86	377.23	117.25	-	3,649.73
2046	1,884.93	1,267.53	384.77	108.34	-	3,645.57
2047	1,999.17	1,157.26	392.47	98.91	-	3,647.81
2048	2,119.76	1,040.31	400.32	88.92	-	3,649.30
2049	2,246.69	916.31	408.32	78.32	-	3,649.63
2050	2,379.97	784.88	416.49	67.08	-	3,648.41
2051	2,519.59	645.65	424.82	55.18	-	3,645.24
2052	2,671.91	498.25	433.32	42.59	-	3,646.06
2053	2,836.92	341.94	441.98	29.23	-	3,650.07
2054	3,008.28	175.98	450.82	15.04	-	3,650.13
<b>Total</b>	<b>\$ 43,620.03</b>	<b>\$ 50,232.32</b>	<b>\$ 10,044.88</b>	<b>\$ 4,102.52</b>	<b>\$ (2,232.80)</b>	<b>\$ 105,766.96</b>

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*



## LOT TYPE 7 DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 7 PRINCIPAL ASSESSMENT: \$47,413.08**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 *Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs 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 Dripping Springs.

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.

\_\_\_\_\_  
<sup>1</sup> 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 Hays 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]<sup>2</sup>

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<sup>2</sup> 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 \_\_\_\_\_

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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]<sup>3</sup>

<sup>3</sup> 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 Hays County.

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> 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 Hays County.

## ANNUAL INSTALLMENTS - LOT TYPE 7

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 2,426.96	\$ -	\$ -	\$ (2,426.96)	\$ -
2026	669.15	2,773.67	281.46	237.07	-	3,961.34
2027	710.54	2,734.52	287.09	233.72	-	3,965.87
2028	745.03	2,692.95	292.83	230.17	-	3,960.98
2029	793.32	2,649.37	298.68	226.44	-	3,967.82
2030	834.71	2,602.96	304.66	222.48	-	3,964.81
2031	883.00	2,554.13	310.75	218.30	-	3,966.18
2032	931.29	2,502.47	316.97	213.89	-	3,964.62
2033	986.48	2,447.99	323.31	209.23	-	3,967.01
2034	1,041.67	2,390.28	329.77	204.30	-	3,966.02
2035	1,096.85	2,329.35	336.37	199.09	-	3,961.66
2036	1,158.94	2,265.18	343.09	193.61	-	3,960.82
2037	1,227.92	2,197.38	349.96	187.81	-	3,963.07
2038	1,296.91	2,125.55	356.96	181.67	-	3,961.08
2039	1,372.79	2,049.68	364.09	175.19	-	3,961.75
2040	1,455.57	1,969.37	371.38	168.32	-	3,964.64
2041	1,538.36	1,884.22	378.80	161.04	-	3,962.42
2042	1,628.04	1,794.23	386.38	153.35	-	3,961.99
2043	1,724.61	1,698.99	394.11	145.21	-	3,962.92
2044	1,828.09	1,598.10	401.99	136.59	-	3,964.77
2045	1,938.47	1,491.15	410.03	127.45	-	3,967.10
2046	2,048.84	1,377.75	418.23	117.76	-	3,962.58
2047	2,173.01	1,257.90	426.59	107.51	-	3,965.02
2048	2,304.08	1,130.77	435.13	96.65	-	3,966.63
2049	2,442.05	995.99	443.83	85.13	-	3,966.99
2050	2,586.92	853.13	452.71	72.92	-	3,965.67
2051	2,738.69	701.79	461.76	59.98	-	3,962.22
2052	2,904.25	541.58	471.00	46.29	-	3,963.11
2053	3,083.61	371.68	480.42	31.77	-	3,967.47
2054	3,269.87	191.29	490.02	16.35	-	3,967.53
<b>Total</b>	<b>\$ 47,413.08</b>	<b>\$ 54,600.35</b>	<b>\$ 10,918.34</b>	<b>\$ 4,459.26</b>	<b>\$ (2,426.96)</b>	<b>\$ 114,964.08</b>

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## IMPROVEMENT AREA #2 INITIAL PARCEL DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #2 INITIAL PARCEL PRINCIPAL ASSESSMENT: \$6,873,000**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 *Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs 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 Dripping Springs.

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.

\_\_\_\_\_  
<sup>1</sup> 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 Hays 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]<sup>2</sup>

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

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF \_\_\_\_\_

§

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> 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 Hays County.

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> 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 Hays County.

## ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 INITIAL PARCEL

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 351,811.69	\$ -	\$ -	\$ (351,811.69)	\$ -
2026	97,000.00	402,070.50	40,800.00	34,365.00	-	574,235.50
2027	103,000.00	396,396.00	41,616.00	33,880.00	-	574,892.00
2028	108,000.00	390,370.50	42,448.32	33,365.00	-	574,183.82
2029	115,000.00	384,052.50	43,297.29	32,825.00	-	575,174.79
2030	121,000.00	377,325.00	44,163.23	32,250.00	-	574,738.23
2031	128,000.00	370,246.50	45,046.50	31,645.00	-	574,938.00
2032	135,000.00	362,758.50	45,947.43	31,005.00	-	574,710.93
2033	143,000.00	354,861.00	46,866.38	30,330.00	-	575,057.38
2034	151,000.00	346,495.50	47,803.70	29,615.00	-	574,914.20
2035	159,000.00	337,662.00	48,759.78	28,860.00	-	574,281.78
2036	168,000.00	328,360.50	49,734.97	28,065.00	-	574,160.47
2037	178,000.00	318,532.50	50,729.67	27,225.00	-	574,487.17
2038	188,000.00	308,119.50	51,744.27	26,335.00	-	574,198.77
2039	199,000.00	297,121.50	52,779.15	25,395.00	-	574,295.65
2040	211,000.00	285,480.00	53,834.73	24,400.00	-	574,714.73
2041	223,000.00	273,136.50	54,911.43	23,345.00	-	574,392.93
2042	236,000.00	260,091.00	56,009.66	22,230.00	-	574,330.66
2043	250,000.00	246,285.00	57,129.85	21,050.00	-	574,464.85
2044	265,000.00	231,660.00	58,272.45	19,800.00	-	574,732.45
2045	281,000.00	216,157.50	59,437.90	18,475.00	-	575,070.40
2046	297,000.00	199,719.00	60,626.65	17,070.00	-	574,415.65
2047	315,000.00	182,344.50	61,839.19	15,585.00	-	574,768.69
2048	334,000.00	163,917.00	63,075.97	14,010.00	-	575,002.97
2049	354,000.00	144,378.00	64,337.49	12,340.00	-	575,055.49
2050	375,000.00	123,669.00	65,624.24	10,570.00	-	574,863.24
2051	397,000.00	101,731.50	66,936.72	8,695.00	-	574,363.22
2052	421,000.00	78,507.00	68,275.46	6,710.00	-	574,492.46
2053	447,000.00	53,878.50	69,640.97	4,605.00	-	575,124.47
2054	474,000.00	27,729.00	71,033.79	2,370.00	-	575,132.79
<b>Total</b>	<b>\$ 6,873,000.00</b>	<b>\$ 7,914,867.19</b>	<b>\$ 1,582,723.17</b>	<b>\$ 646,415.00</b>	<b>\$ (351,811.69)</b>	<b>\$ 16,665,193.67</b>

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**APPENDIX A – ENGINEER’S REPORT**



## ENGINEERING REPORT

# Heritage Public Improvement District IA #2

## Dripping Springs, Texas

July 25, 2024

*Prepared for:*  
***City of Dripping Springs***

*Prepared by:*  
**Kimley»»Horn**

501 S. Austin Ave.  
Suite 1310  
Georgetown, Texas 78626

Job No. 069291601  
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TBPE Firm #928

## **TABLE OF CONTENTS**

- I. Introduction**
- II. Development Costs**
- III. Development Improvements**
  - a. Major Improvements**
  - b. Improvement Area #2 Improvements**
- IV. Development Schedule**
  - a. Design Stage**
  - b. Construction Stage**

## **APPENDICES**

- Exhibit A – Heritage Location Map**
- Exhibit B – Property**
- Exhibit B-2 – Improvement Area #2**
- Exhibit B-3 – Improvement Area Boundary Map**
- Exhibit C-1 –Major Improvements Map**
- Exhibit C-2 – Improvement Area #2 Improvements Map**
- Exhibit D – Engineers’ OPC**
- Exhibit E – Lot Mix Exhibit**

## **I. Introduction**

Heritage will be developed on approximately ±188.943 acres of undeveloped land in the City of Dripping Springs. The subject property is located west of Ranch Road 12 and North of Sportsplex Drive, in Dripping Springs, Hays County, Texas. The project will encompass the construction of 595 detached single-family lots and 105 attached high-density residential units. A site location map is included in the appendix as *Exhibit A*. The overall lot mix map is included in the appendix as *Exhibit E*.

This report includes supporting documentation for the formation of the PID and the issuance of bonds by the City. The bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

## **II. Development Costs**

An Engineers' Opinion of Probable Cost (OPC) has been prepared for all PID eligible offsite and onsite infrastructure. The Engineer's OPC is included as *Exhibit D*.

## **III. Development Improvements**

Improvement Area #2 internal improvements are included in this report and defined in Section III.B. and shown in *Exhibit C-2*. Improvement Area #1, #3, and #4 internal improvements are excluded from this report. The Improvement Area #2 area is shown in *Exhibit B-2*. Major PID reimbursable improvements are shown in *Exhibit C-1*. PID eligible improvements descriptions are as follows:

### **A. Major Improvements**

#### ▪ *Roadway*

Improvements including mobilization, grading, erosion control, subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, signalization at the intersection of Ranch Road 12 and North Roger Hanks Parkway, and reinforcing steel for collector roadways and slip streets. 30% of the North Roger Hanks Parkway Offsite Extension cost shall be included as an eligible PID reimbursable cost.

#### ▪ *Drainage*

Improvements including storm pipe, storm manholes, junction boxes, headwalls, area inlets, curb inlets, manhole casting adjustments, wet pond improvements, and trench safety program associated with drainage improvements.

#### ▪ *Trails*

Includes improvements necessary to construct the 10' hike and bike trail that runs East to West along North Roger Hanks Parkway and improvements necessary to construct the 8' hike and bike trail that runs from the Northern overall property boundary to the Southern overall property boundary.



- *Landscaping*  
Primary Entry Monumentation improvements at the intersection of Ranch Road 12 and North Roger Hanks Parkway is included.
- *Soft Costs*  
Estimated to be 12% of hard costs, plus an additional 4% for construction management fee.

## **B. Improvement Area #2 Improvements**

- *Roadway*  
Improvements including mobilization, erosion control, grading, subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, and reinforcing steel for internal roadways.
- *Drainage*  
Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, trenching and all other necessary appurtenances required to ensure proper drainage of the internal public roadways within improvement area #2.
- *Wastewater*  
Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, and all other necessary appurtenances required to provide wastewater service to each parcel within improvement area #2.
- *Landscaping*  
Landscaping improvements including plantings, and Improvement Area #2 Pocket Park.
- *Soft Costs*  
Estimated to be 12% of hard costs, plus an additional 4% for construction management fee.

## **IV. DEVELOPMENT SCHEDULE**

### **a. Design Stage**

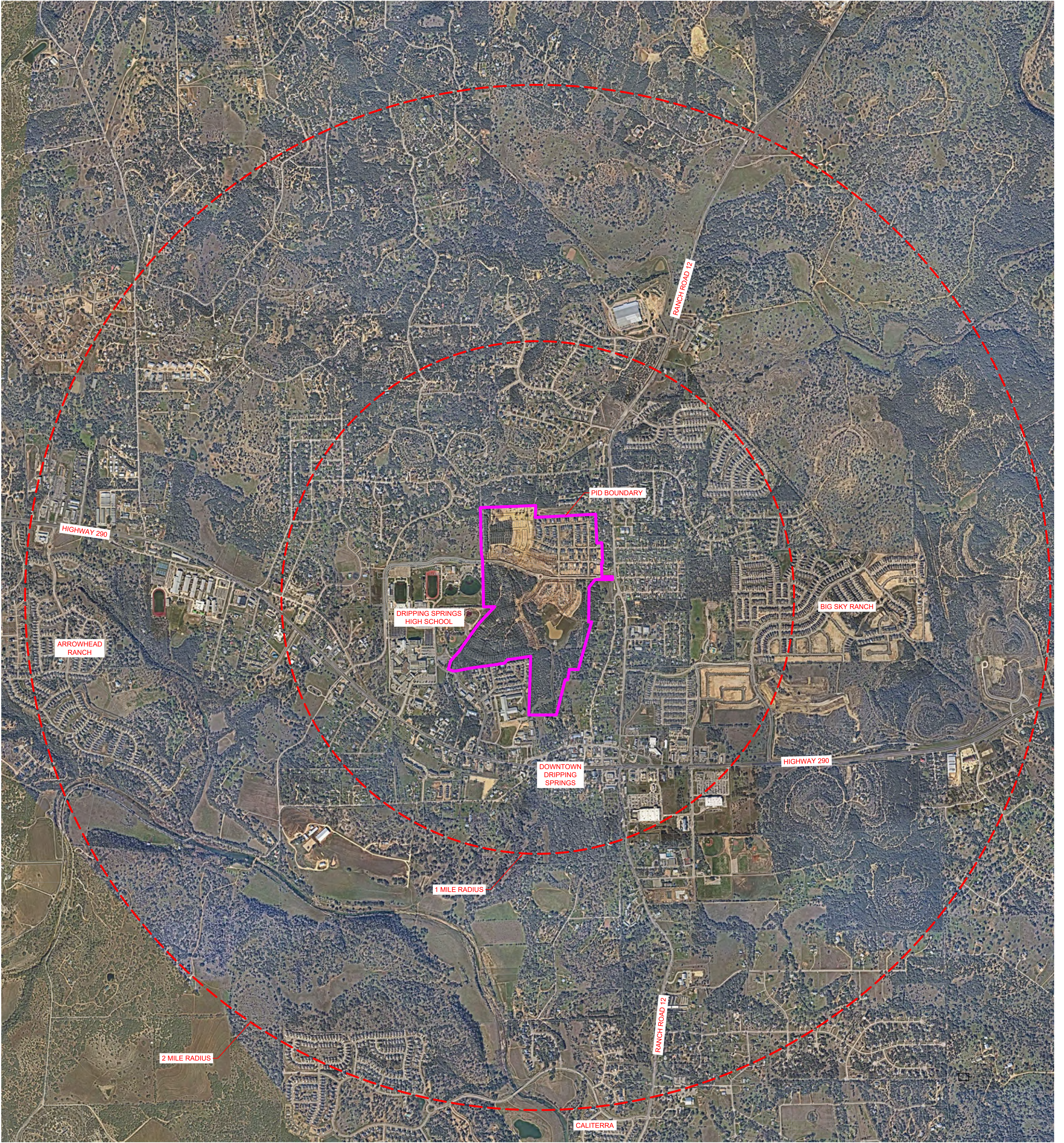
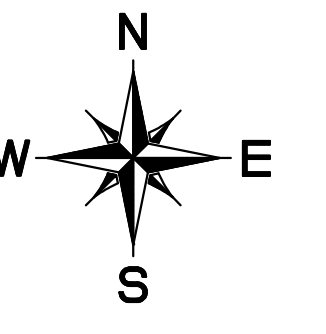
The preliminary plan for the entire PID district is approved by the City of Dripping Springs. The construction drawings for improvement area #2 are approved by the City of Dripping Springs and TCEQ. Improvement area #2 includes 160 single family lots, 8' trail, and a section of Great Sequoia Lane.

**b. Construction Stage**

Improvement Area #2 internal improvements are under construction as of April 2024 with completion of all Improvement Area #2 internal improvements projected to be complete by the end of June 2024. All Major Improvements located in Improvement Area #2 have been constructed. All PID eligible major improvements within the district are scheduled to be complete within 3 years of the date of this engineer's report.

# **Exhibit A**

## **Heritage Location Map**



Plotted By: Flynn, Alyssa Date: February 07, 2024 11:26:12am File Path: K:\US\_Civil\Civil\067783117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\20221205 - PID Exhibits-EX-B-2 (Alex Version) - IAC.dwg  
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# EXHIBIT B - THE PROPERTY

## Heritage Location Map

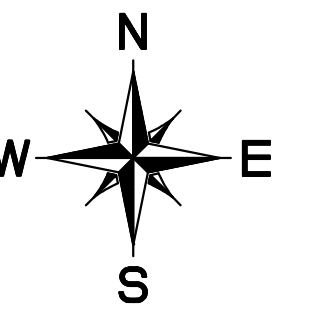


Dripping Springs, Texas  
FEBRUARY 2024

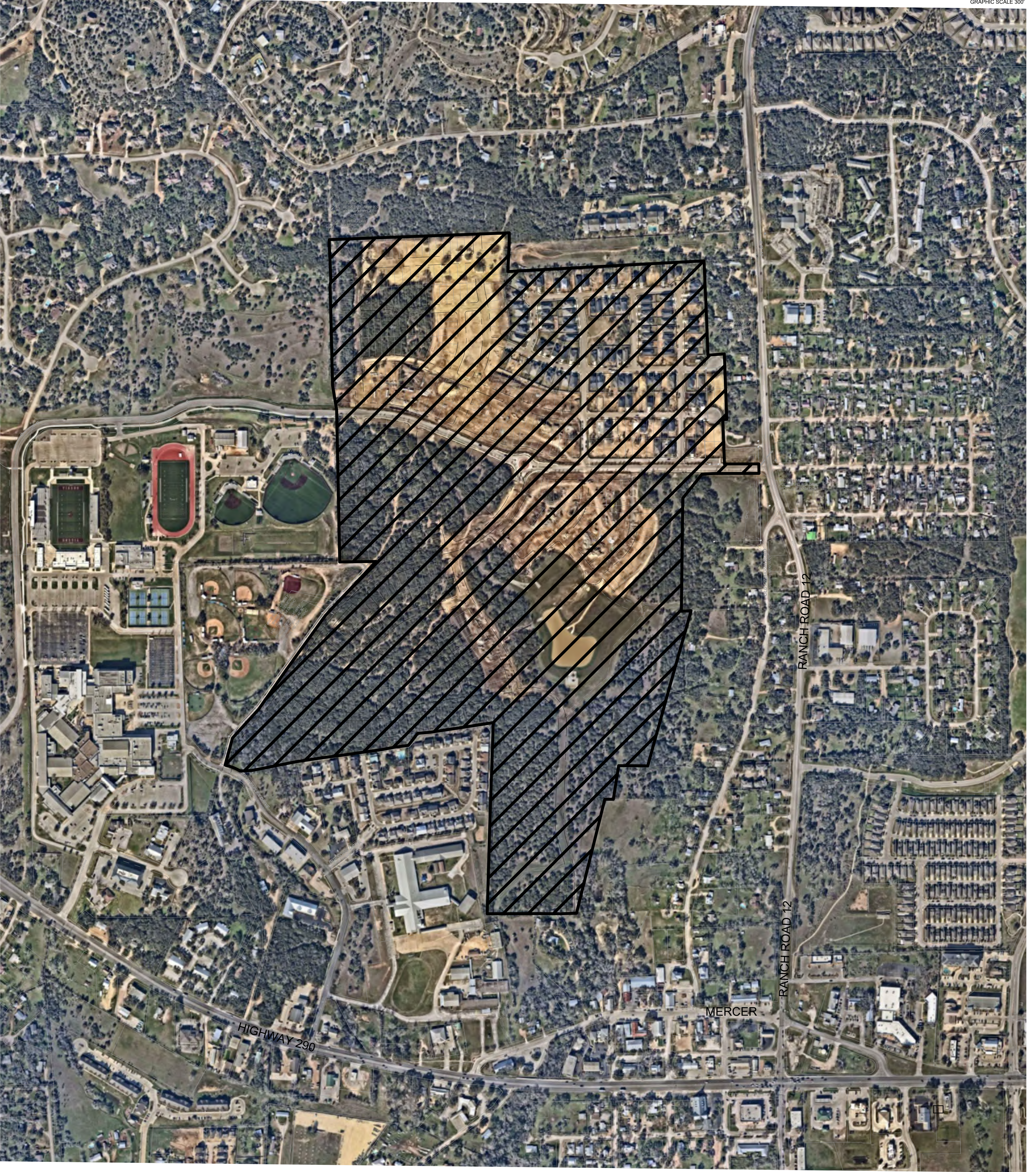
NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

**Exhibit B**

**Property**



0 300' 600'  
GRAPHIC SCALE 300'



Plotted By: Flynn, Alyssa Date: February 07, 2024 11:35:47am File Path: K:\AUS\_Civil\087853117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\2022\2025 - PID Exhibits-EX-B-2 (Alex Version) - 1A2.dwg  
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# EXHIBIT B - THE PROPERTY

## Heritage PID Boundary

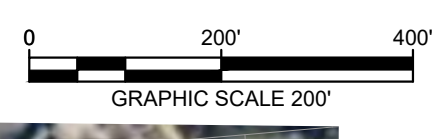
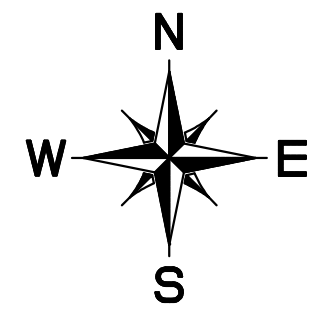
Dripping Spring, Texas  
February 2024



NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

## **Exhibit B-2**

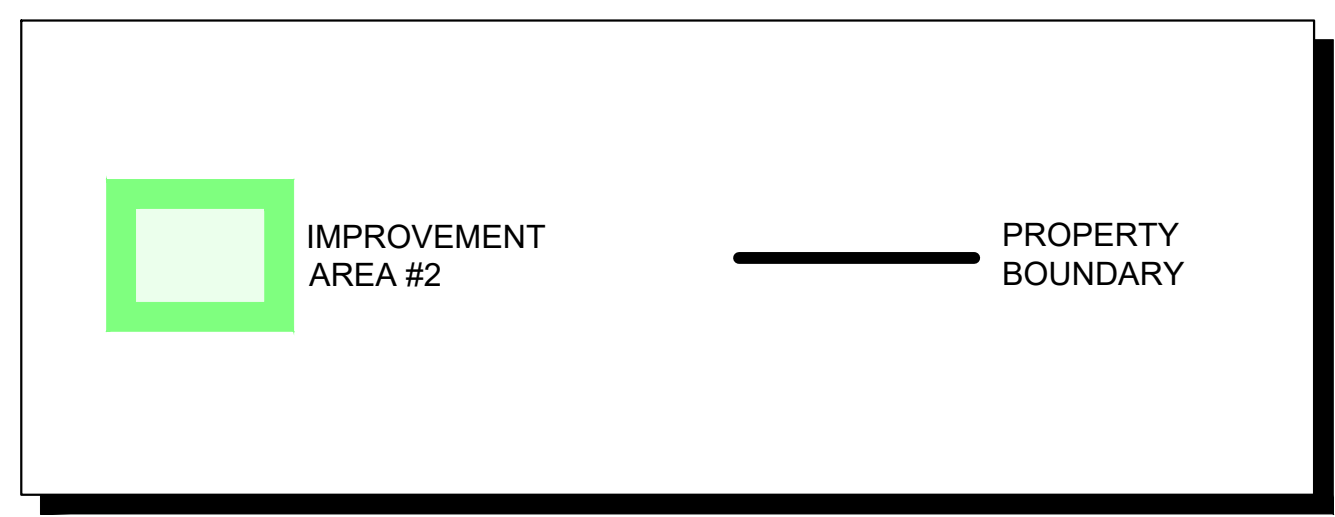
### **Improvement Area #2**



Plotted By: Flynn, Alyssa Date: February 07, 2024 02:36:43pm File Path: K:\AUS\_Civil\067763117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\20221205 - PID EXHIBITS-EX-B-2 (Alex Version) - IAZ.dwg  
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# EXHIBIT B-2 Heritage PID Improvement Area #2 Map

Dripping Spring, Texas  
February 2024

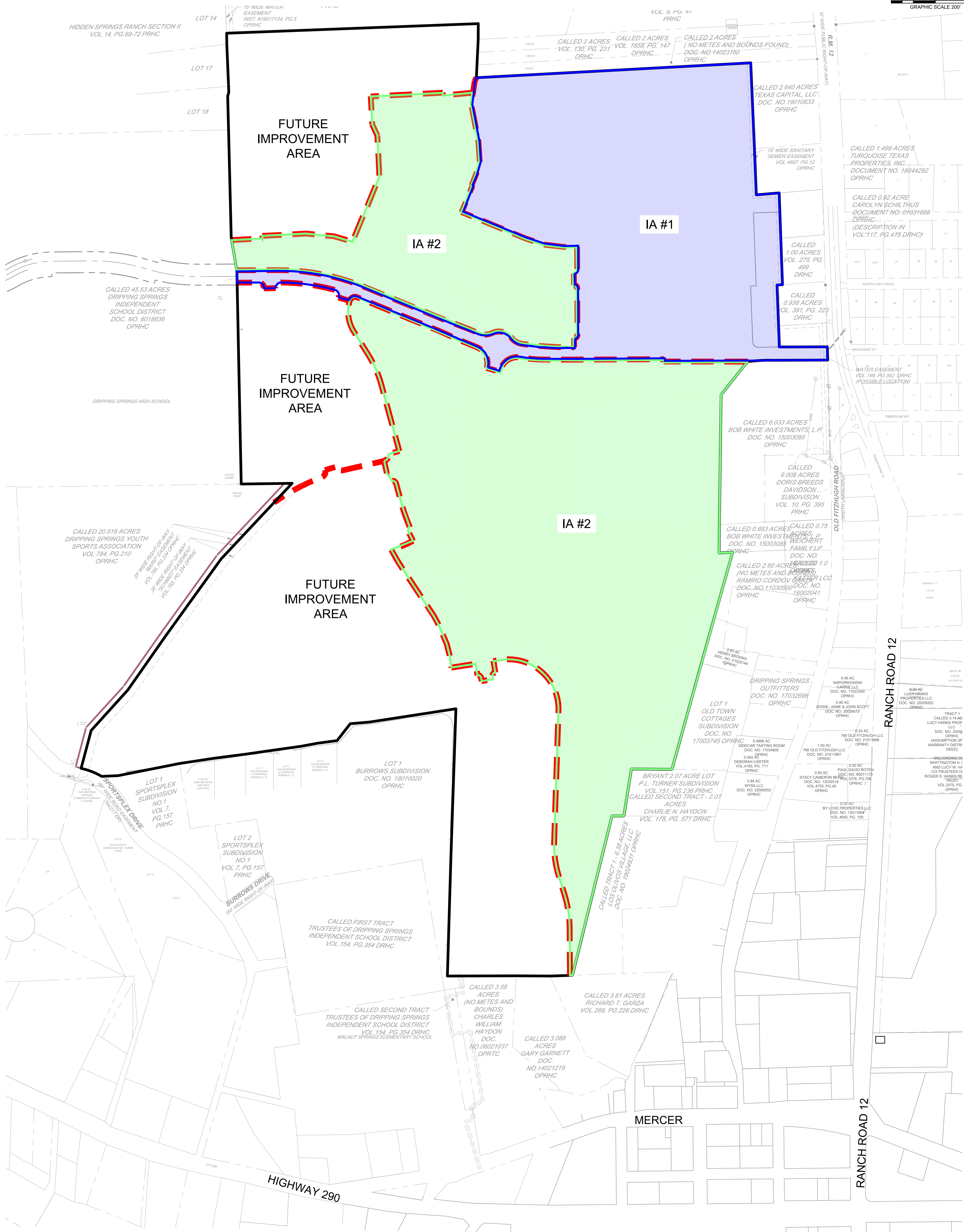
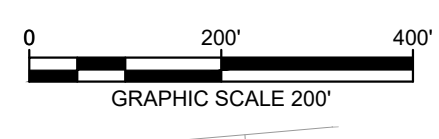
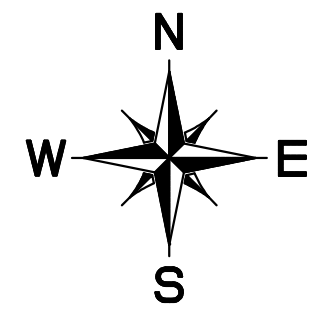


NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.



## **Exhibit B-2**

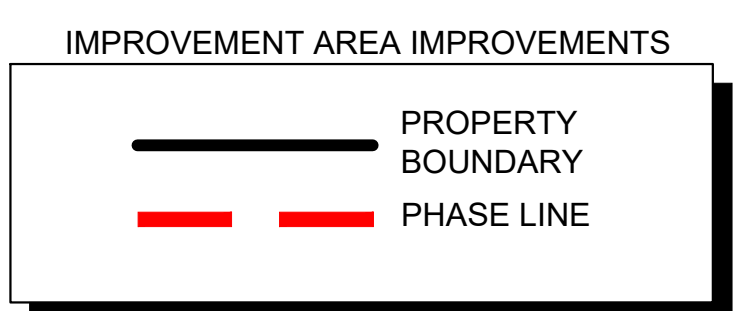
# **Improvement Area Boundary Map**



Plotted By: Flynn, Alyssa Date: March 18, 2024 03:03:05pm File Path: K:\GIS\Civil\067763117-Heights-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\20230410 - Exhibit F - IAK2.dwg  
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Please do not improve or alter this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

# EXHIBIT B-3

## Improvement Area Boundary Map



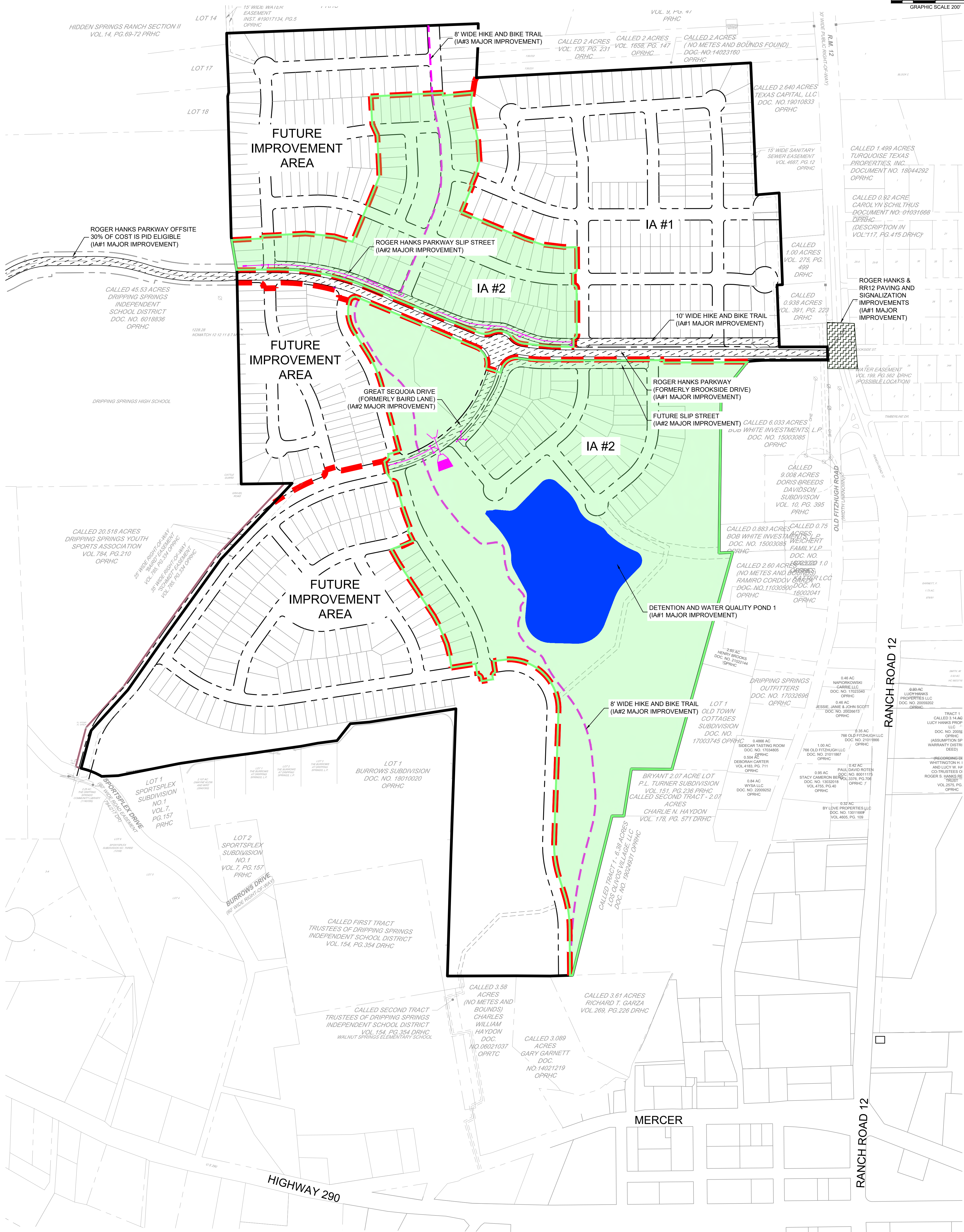
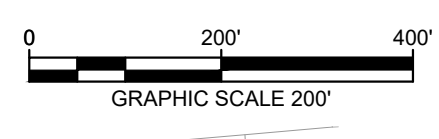
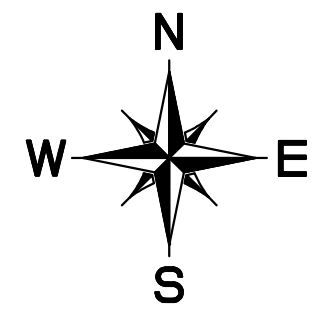
Dripping Spring, Texas  
March 2024



NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY. TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

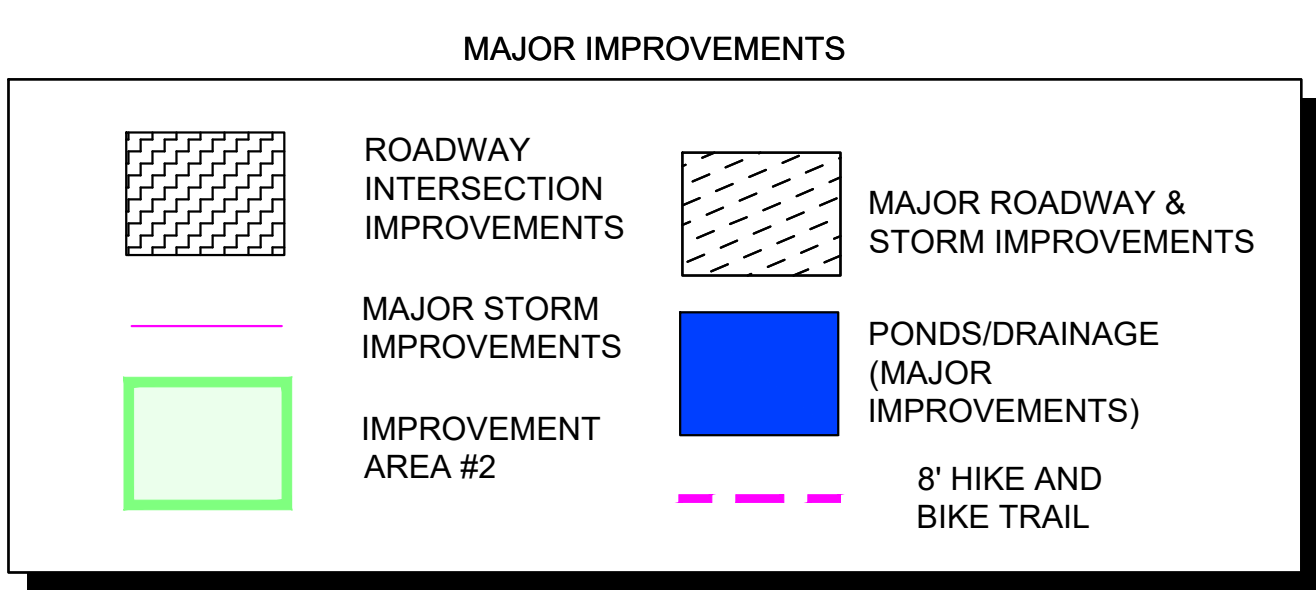
# **Exhibit C-1**

## **Major Improvements Map**



Plotted By: Flynn, Alyssa Date: March 18, 2024 02:58:56pm File Path: K:\GIS\Civil\067763117-Heights-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\20230410 - Exhibit F - IAK2.dwg

# EXHIBIT C-1 Major Improvements Map



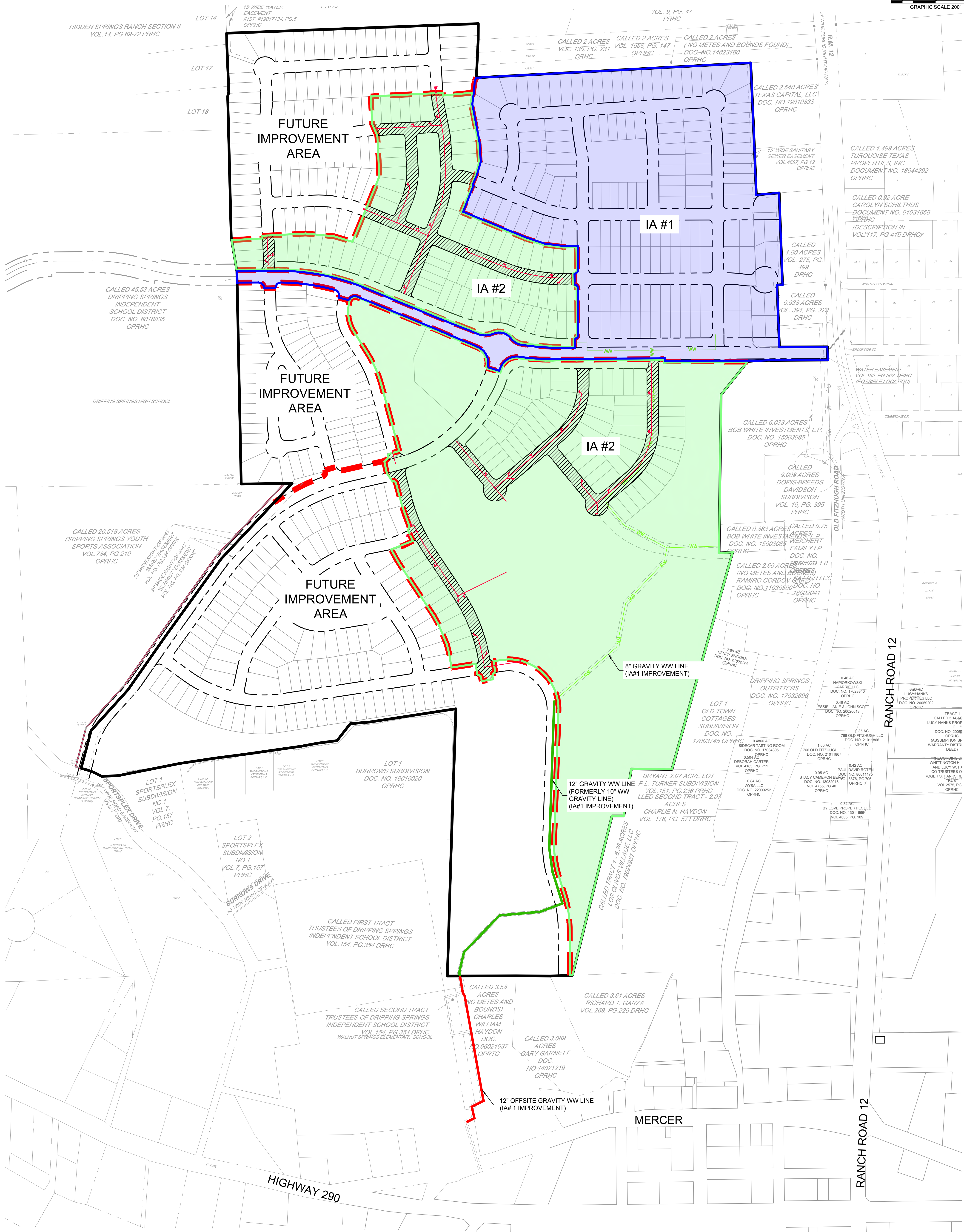
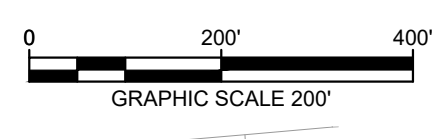
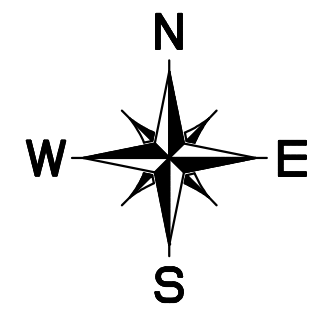
Dripping Spring, Texas  
March 2024



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## **Exhibit C-2**

### **Improvement Area #2 Improvements Map**



Plotted By: Flynn, Alyssa Date: March 18, 2024 03:01:46pm File Path: K:\AUS\_Civil\067763117-Header\067763117-Header.dwg - Exhibit F - IA2.dwg  
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Please do not rely on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

# EXHIBIT C-2

## Improvement Area #2

### Improvements Map

Dripping Spring, Texas  
March 2024

IMPROVEMENT AREA IMPROVEMENTS	
	ROADWAY, STORM & WASTEWATER INTERNAL IMPROVEMENT AREA #1 ELIGIBLE IMPROVEMENTS
	IMPROVEMENT AREA #2
	PROPERTY BOUNDARY
	PHASE LINE
	12" WW LINE
	12" OFFSITE WW LINE
	8" WW LINE
	STORM IMPROVEMENTS



NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

**Exhibit D**

**Engineer's OPC**

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - HERITAGE DRIPPING SPRINGS**

**KIMLEY-HORN AND ASSOCIATES**

*25-Jul-24*

	TOTAL ACREAGE	ESTIMATED LOTS	ROADWAY	DRAINAGE	WASTEWATER	TRAILS AND LANDSCAPING	SUBTOTAL	PROJECT MANAGEMENT (4%)	ENGINEERING DESIGN & SURVEY (12%)	TOTAL COST
<b>IMPROVEMENT AREA #1 IMPROVEMENTS</b>	37.07	158	\$1,220,991	\$645,408	\$1,644,140	\$833,737	<b>\$4,344,277</b>	\$173,771	\$521,313	<b>\$5,039,361</b>
<b>IMPROVEMENT AREA #2 IMPROVEMENTS</b>	75.57	160	\$1,898,122	\$1,604,672	\$1,317,125	\$624,657	<b>\$5,444,575</b>	\$217,783	\$653,349	<b>\$6,315,707</b>
<b>TOTAL MAJOR IMPROVEMENTS (IA#1, IA#2, IA#3, IA#4)</b>	188.94	700	\$6,136,773	\$3,184,075		\$482,499	<b>\$9,803,346</b>	\$392,134	\$1,176,402	<b>\$11,371,881</b>

1. Review all notes and assumptions . These OPC's are not intended for basing financial decisions, or securing funding. Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herei including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have not bee rounded. This practice of not rounding is not intended to reflect or imply a level of certainty with respect to accuracy of the amount.

2. Water and wastewater service is available at the site.

3. A pocket park in Improvement Area #2 is included in this OPC.

4. Cost for primary entry features are included in this OPC as a Major Improvement. All other entry signage were included in Improvement Area #1 Improvements.

5. Legal, marketing, financing, closing costs, cost of sales, HOA funding, overhead, maintenance, insurance, etc. are not included.

6. This OPC is preliminary and is prepared without the benefit of all record drawings, franchise utility communication, city communication, etc.

7. Soft Cost Included in this OPC:

Project Management fee of 4% of the hard costs.

Engineering Design & Survey fee of 12% of the hard costs.

8. Majority of unit prices are based on similar single family development in the area.

9. This OPC assumes that 30% of the cost to construct "Roger Hanks Parkway Extension (Offsite)" is PID eligible. The PID eligible portion of the cost for Roger Hanks Parkway Extension was included in the Improvement Area #1 Major Roadway improvements.

10. Questions regarding this OPC should be directed to Kimley-Horn and Associates, Alex Granados, (512) 782-0602.

11. The "Authorized Cost" of Major Improvements in Improvement Area #2 shall be 25.61290999% of the total cost of construction of all Major Improvements in the district.

12. The "Authorized Cost" of Improvement Area Improvements within Improvement Area #2 shall be 100% of the total cost of construction.



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS  
**Improvement Area #2**



Date Prepared: 03/1/2024  
 Date Exhibit: 03/1/2024  
 Project: Heritage Dripping Springs  
 Client: M/I Homes of Austin  
 KHA Job Number: 067783117  
 Prepared By: Alyssa Flynn  
 Reviewed By: Adam Davis

Total Acreage: 75.57  
 Total Disturbed: 47  
 Lots: 160  
 LF Internal Residential: 0  
 LF of Alley Roadway: 0  
 LF PID Eligible Slip Street: 2527  
 LF PID Eligible Residential Roadway: 6442  
 LF PID Eligible Collector Roadway: 693

**INTERNAL PID**

**A. MOBILIZATION AND CLEARING (INCLUDED IN ROADWAY IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
1	MOBILIZATION	1	LS	\$ 61,061.11	\$ 61,061.11
2	SITE PREPARATION TO REMOVE TREES, STUMPS, VEGETATION, RUBBISH, DEBRIS, ORGANIC MATTER, AND OTHER OBJECTIONABLE MATERIAL PER THE SPECIFICATIONS AND MAINTAIN POSITIVE DRAINAGE FOR THE ENTIRE SITE. INCLUDES DISPOSAL OF CLEARED MATERIAL.	40.57	AC	\$ 3,143.65	\$ 127,537.88
3	DEMOLITION OF ALL EXISTING STRUCTURES AND INFRASTRUCTURE AS SHOWN ON DEMOLITION SHEETS OF CONSTRUCTION PLANS, TO	1	LS	\$ 16,260.25	\$ 16,260.25
					<b>Subtotal \$ 204,859.24</b>

**B. EROSION AND SEDIMENTATION CONTROL (INCLUDED IN ROADWAY IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
4	STAGING AND TEMPORARY SPOILS AREA, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,647.65	\$ 3,295.30
1	ROCK BERM, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	171	LF	\$ 28.18	\$ 4,818.78
5	REVEGETATION OF RIGHT-OF-WAY WITH HYDROMULCH SEEDING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	13,638	SY	\$ 1.73	\$ 23,593.74
6	SILT FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	12,187	LF	\$ 4.38	\$ 53,379.06
7	CONCRETE WASHOUT AREA, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 704.61	\$ 704.61
8	CURB INLET PROTECTION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	31	EA	\$ 102.98	\$ 3,192.38
					<b>Subtotal \$ 88,983.87</b>

**C. STORM WATER & DRAINAGE (INCLUDED IN DRAINAGE IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
9	18" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,464	LF	\$ 67.58	\$ 98,937.12
10	24" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,581	LF	\$ 85.23	\$ 134,748.63
11	30" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	829	LF	\$ 116.77	\$ 96,802.33
12	36" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	432	LF	\$ 153.91	\$ 66,489.12
13	4x3' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	563	LF	\$ 329.19	\$ 185,333.97
14	7x3' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	300	LF	\$ 579.51	\$ 173,853.00
15	7x4' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	726	LF	\$ 642.71	\$ 466,607.46
16	8x4' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	47	LF	\$ 799.05	\$ 37,555.35
17	STANDARD HEADWALL AND ENERGY DISSIPATORS, 18" PIPE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 5,476.54	\$ 5,476.54
18	STANDARD HEADWALL AND ENERGY DISSIPATORS, 36" PIPE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 7,225.88	\$ 7,225.88
19	STANDARD STORM MANHOLE, 4' DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 4,426.25	\$ 4,426.25
20	STANDARD STORM MANHOLE, 5' DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED	9	EA	\$ 5,619.49	\$ 50,575.41
21	STANDARD STORM MANHOLE, 6' DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 6,976.30	\$ 6,976.30
22	10'X5' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 15,620.09	\$ 15,620.09
23	9'X5' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 15,029.91	\$ 15,029.91
24	9'X4' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 14,327.10	\$ 14,327.10
25	REMOVE PLUG AND CONNECT TO EXISTING 36" RCP	1	EA	\$ 1,256.18	\$ 1,256.18
26	REMOVE PLUG AND CONNECT TO EXISTING 30" RCP	2	EA	\$ 1,256.18	\$ 2,512.36
27	END AND PLUG FOR FUTURE CONNECTION	3	EA	\$ 1,488.94	\$ 4,466.82
28	REMOVE 9'X4' RCB PLUG AND CONNECT TO EXISTING	1	EA	\$ 2,652.64	\$ 2,652.64
29	10' CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	31	EA	\$ 6,142.63	\$ 190,421.53
30	4'X4' AREA INLET, COMPLETE AND IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 4,610.61	\$ 9,221.22
31	ADJUST MANHOLE CASTINGS TO GRADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	14	EA	\$ 552.79	\$ 7,739.06
32	TRENCH SAFETY SYSTEM,, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	5,942	LF	\$ 1.08	\$ 6,417.36
					<b>Subtotal \$ 1,604,671.63</b>

**D. WASTEWATER (INCLUDED IN WASTEWATER IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
33	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER (ALL DEPTHS) - COMPLETE IN PLACE AS DETAILED AND SPECIFIED	7,902	LF	\$ 62.83	\$ 496,482.66
34	4" DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE - COMPLETE IN PLACE AS DETAILED AND SPECIFIED	44	EA	\$ 6,899.17	\$ 303,563.48
35	WASTEWATER MANHOLE STANDARD RING AND COVER, INCLUDING ADJUSTMENT TO FINISHED GRADE COMPLETE IN PLACE AS	44	EA	\$ 1,003.37	\$ 44,148.28
36	COATING FOR WASTEWATER MANHOLES COMPLETE IN PLACE AS DETAILED AND SPECIFIED	44	EA	\$ 1,487.27	\$ 65,439.88
37	DOUBLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	71	EA	\$ 3,968.92	\$ 281,793.32
38	SINGLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	18	EA	\$ 3,045.04	\$ 54,810.72
37	EXISTING MANHOLE CASTING ADJUSTMENT TO FINISHED GRADE COMPLETE IN PLACE AS DETAILED AND SPECIFIED ALONG	4	EA	\$ 3,023.48	\$ 12,093.92
37	CORE INTO EXISTING MANHOLE AND CONNECT PROPOSED 8" WASTEWATER LINE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 3,341.24	\$ 6,682.48
38	8" WASTEWATER PLUG, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	5	EA	\$ 506.62	\$ 2,533.10
39	REMOVE PLUG AND CONNECT TO EXISTING WASTEWATER LINE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3	EA	\$ 2,638.66	\$ 7,915.98
38	16" STEEL ENCASUREMENT, TO INCLUDE ALL APPURTENANCES NOT SPECIFIED IN THIS BID BUT NOT LIMITED TO FITTINGS AND TESTING,	103	LF	\$ 169.72	\$ 17,481.16
39	TESTING	7,902	LF	\$ 1.98	\$ 15,645.96
40	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	7,902	LF	\$ 1.08	\$ 8,534.16
					<b>Subtotal</b> \$ 1,317,125.10

**E. EARTHWORK/GRADING (INCLUDED IN ROADWAY IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
41	EXCAVATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED WITHIN ROW	10891	CY	\$ 5.58	\$ 60,771.78
42	EMBANKMENT, INCLUDING SPREADING AND COMPACTION OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED WITHIN ROW	6126	CY	\$ 3.74	\$ 22,911.24
43	EXCAVATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED OUTSIDE OF ROW	43731	CY	\$ 5.58	\$ 244,018.98
44	EMBANKMENT, INCLUDING SPREADING AND COMPACTION OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED OUTSIDE OF ROW	42801	CY	\$ 3.74	\$ 160,075.74
45	IMPORT OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	0	CY	\$ -	\$ -
46	EXPORT OF EXCESS MATERIAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	0	CY	\$ -	\$ -
					<b>Subtotal</b> \$ 487,777.74

**F. PAVING (INCLUDED IN ROADWAY IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
47	SUB GRADE PREPARATION - COMPLETE IN PLACE AS DETAILED AND SPECIFIED	25,450	SY	\$ 1.94	\$ 49,373.00
48	8" CRUSHED LIMESTONE BASE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	25,450	SY	\$ 13.97	\$ 355,536.50
49	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.0 INCH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	18,994	SY	\$ 16.43	\$ 312,071.42
50	6" CONCRETE CURB AND GUTTER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	11,846	LF	\$ 18.21	\$ 215,715.66
51	CONCRETE SIDEWALKS, 4 INCH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,681	SY	\$ 49.35	\$ 82,957.35
52	SIDEWALK CURB RAMP, TYPE 1B, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	28	EA	\$ 1,115.92	\$ 31,245.76
					<b>Subtotal</b> \$ 1,046,899.69

**G. MISCELLANEOUS (INCLUDED IN ROADWAY IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
53	TRAFFIC SIGNS, (STOP SIGN W/STREET NAME SIGNS), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LS	\$ 4,888.91	\$ 4,888.91
54	NOVARA ML 450 LVC 3000K TYPE II STREET LIGHT	10	EA	\$ 5,227.30	\$ 52,273.00
55	STREET END BARRICADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	9	EA	\$ 1,111.12	\$ 10,000.08
56	MISCELLANEOUS THERMOPLASTIC STRIPING (CROSSWALKS, STOP BARS), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LS	\$ 2,439.04	\$ 2,439.04
					<b>Subtotal</b> \$ 69,601.03

**H. LANDSCAPING/AMENITIES PID ELIGIBLE (INCLUDED IN TRAILS/LANDSCAPING IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
57	PERFECT CUTS LANDSCAPING	1	LS	\$ 624,656.84	\$ 624,656.84
					<b>Subtotal</b> \$ 624,656.84

**SUMMARY OF ESTIMATED PROJECT COSTS**

	DESCRIPTION	TOTAL COST
A.	MOBILIZATION AND CLEARING (INCLUDED IN ROADWAY IN SUMMARY)	\$ 204,859.24
B.	EROSION AND SEDIMENTATION CONTROL (INCLUDED IN ROADWAY IN SUMMARY)	\$ 88,983.87
C.	STORM WATER & DRAINAGE (INCLUDED IN DRAINAGE IN SUMMARY)	\$ 1,604,671.63
D.	WASTEWATER (INCLUDED IN WASTEWATER IN SUMMARY)	\$ 1,317,125.10
E.	EARTHWORK/GRADING (INCLUDED IN ROADWAY IN SUMMARY)	\$ 487,777.74
F.	PAVING (INCLUDED IN ROADWAY IN SUMMARY)	\$ 1,046,899.69
G.	MISCELLANEOUS (INCLUDED IN ROADWAY IN SUMMARY)	\$ 69,601.03
H.	LANDSCAPING/AMENITIES PID ELIGIBLE (INCLUDED IN TRAILS/LANDSCAPING IN SUMMARY)	\$ 624,656.84
	<b>Project Subtotal</b>	<b>\$ 5,444,575.14</b>
	<b>Contingency (10%)</b>	<b>\$ 544,457.51</b>
	<b>Total Estimated Project Costs</b>	<b>\$ 5,989,032.65</b>
	Cost per lot	34,028.59

**MAJOR PID IMPROVEMENTS**

**A. MOBILIZATION AND CLEARING (INCLUDED IN ROADWAY IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
1	MOBILIZATION	1	LS	\$ 59,760.20	\$ 59,760.20
2	SITE PREPARATION TO REMOVE TREES, STUMPS, VEGETATION, RUBBISH, DEBRIS, ORGANIC MATTER, AND OTHER OBJECTIONABLE MATERIAL PER THE SPECIFICATIONS AND MAINTAIN POSITIVE DRAINAGE FOR THE ENTIRE SITE. INCLUDES DISPOSAL OF CLEARED MATERIAL.	5.2	AC	\$ 3,143.65	\$ 16,284.11
					<b>Subtotal</b> \$ 76,044.31

**B. EROSION AND SEDIMENTATION CONTROL (INCLUDED IN ROADWAY IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
3	STABILIZED CONSTRUCTION ENTRANCE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,099.65	\$ 2,199.30
4	REVEGETATION OF RIGHT-OF-WAY WITH HYDROMULCH SEEDING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	7,066	SY	\$ 1.73	\$ 12,224.18
5	SILT FENCE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	821	LF	\$ 4.38	\$ 3,595.98
6	ROCK BERM, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	28	LF	\$ 48.78	\$ 1,365.84
7	CURB INLET PROTECTION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	11	EA	\$ 102.98	\$ 1,132.78
				<b>Subtotal</b>	<b>\$ 20,518.08</b>

**C. STORM WATER & DRAINAGE (INCLUDED IN DRAINAGE IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
8	18" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	351	LF	\$ 66.82	\$ 23,453.82
9	30" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	58	LF	\$ 114.17	\$ 6,621.86
10	36" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	754	LF	\$ 156.19	\$ 117,767.26
11	4'X3' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	98	LF	\$ 322.03	\$ 31,558.94
12	6'X3' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	634	LF	\$ 585.05	\$ 370,921.70
13	7'X3' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	243	LF	\$ 524.96	\$ 127,565.28
14	6'X6' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LF	\$ 8,504.05	\$ 8,504.05
15	9'X4' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LF	\$ 15,636.96	\$ 15,636.96
16	9'X5' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LF	\$ 15,438.22	\$ 15,438.22
17	10'X10' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LF	\$ 25,157.02	\$ 25,157.02
18	STANDARD HEADWALL PER TXDOT DETAIL FW-0, TO INCLUDE RIP RAP, 6'X3' PIPE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 49,595.19	\$ 49,595.19
19	STANDARD HEADWALL PER TXDOT DETAIL FW-0, 6'X3' PIPE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 25,927.50	\$ 25,927.50
20	STANDARD HEADWALL PER TXDOT DETAIL SW-0, 4'X3' PIPE, TO INCLUDE SAFETY END TREATMENT, COMPLETE IN PLACE AS DETAILED	1	EA	\$ 11,483.20	\$ 11,483.20
21	STANDARD STORMWATER MANHOLE, 5 FOOT DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED	5	EA	\$ 5,420.47	\$ 27,102.35
22	BRICK PLUG FOR 30" STORM SEWER FUTURE CONNECTION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 2,761.05	\$ 2,761.05
23	10' CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	11	EA	\$ 5,797.52	\$ 63,772.72
24	ADJUST MANHOLE CASTINGS TO GRADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	9	EA	\$ 495.08	\$ 4,455.72
25	TRENCH SAFETY SYSTEM, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2,138	LF	\$ 1.08	\$ 2,309.04
				<b>Subtotal</b>	<b>\$ 930,031.88</b>

**D. EARTHWORK/GRADING (INCLUDED IN ROADWAY IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
26	EXCAVATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED WITHIN ROW	2399	CY	\$ 5.58	\$ 13,386.42
27	EMBANKMENT, INCLUDING SPREADING AND COMPACTION OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED WITHIN ROW	6198	CY	\$ 3.74	\$ 23,180.52
28	EXCAVATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED OUTSIDE OF ROW	62	CY	\$ 5.58	\$ 345.96
29	EMBANKMENT, INCLUDING SPREADING AND COMPACTION OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED OUTSIDE OF ROW	801	CY	\$ 3.74	\$ 2,995.74
30	IMPORT OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	0	CY	\$ -	\$ -
31	EXPORT OF EXCESS MATERIAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	0	CY	\$ -	\$ -
				<b>Subtotal</b>	<b>\$ 39,908.64</b>

**E. ROADWAY (INCLUDED IN ROADWAY IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
32	SUB GRADE PREPARATION -- COMPLETE IN PLACE AS DETAILED AND SPECIFIED	11,266	SY	\$ 1.94	\$ 21,856.04
33	16" CRUSHED LIMESTONE BASE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3,291	SY	\$ 26.58	\$ 87,474.78
34	8" CRUSHED LIMESTONE BASE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	7,975	SY	\$ 13.97	\$ 111,410.75
35	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.5 INCH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2,390	SY	\$ 20.11	\$ 48,062.90
36	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.0 INCH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	5,238	SY	\$ 16.43	\$ 86,060.34
37	6" CONCRETE CURB AND GUTTER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	6,412	LF	\$ 18.21	\$ 116,762.62
38	CONCRETE SIDEWALKS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	732	SY	\$ 49.35	\$ 36,124.20
39	SIDEWALK CURB RAMP, TXDOT TYPE 1, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	8	EA	\$ 1,115.92	\$ 8,927.36
40	SIDEWALK CURB RAMP, TXDOT TYPE 7, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,115.92	\$ 2,231.84
41	SIDEWALK CURB RAMP, TXDOT TYPE 21, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,115.92	\$ 2,231.84
42	SIDEWALK CURB RAMP, TYPE 1B, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3	EA	\$ 1,115.92	\$ 3,347.76
				<b>Subtotal</b>	<b>\$ 524,490.33</b>

**F. MISCELLANEOUS (INCLUDED IN ROADWAY IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
43	TRAFFIC SIGNS, (STOP SIGN W/ STREET NAME SIGNS), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LS	\$ 4,888.91	\$ 4,888.91
44	NOVARA ML 450 LVC 3000K TYPE II STREET LIGHT	3	EA	\$ 5,227.30	\$ 15,681.90
45	STREET END BARRICADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,111.12	\$ 2,222.24
46	MISCELLANEOUS THERMOPLASTIC STRIPING (CROSSWALKS, STOP BARS), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LS	\$ 1,300.82	\$ 1,300.82
				<b>Subtotal</b>	<b>\$ 24,093.87</b>

**G. TRAILS**

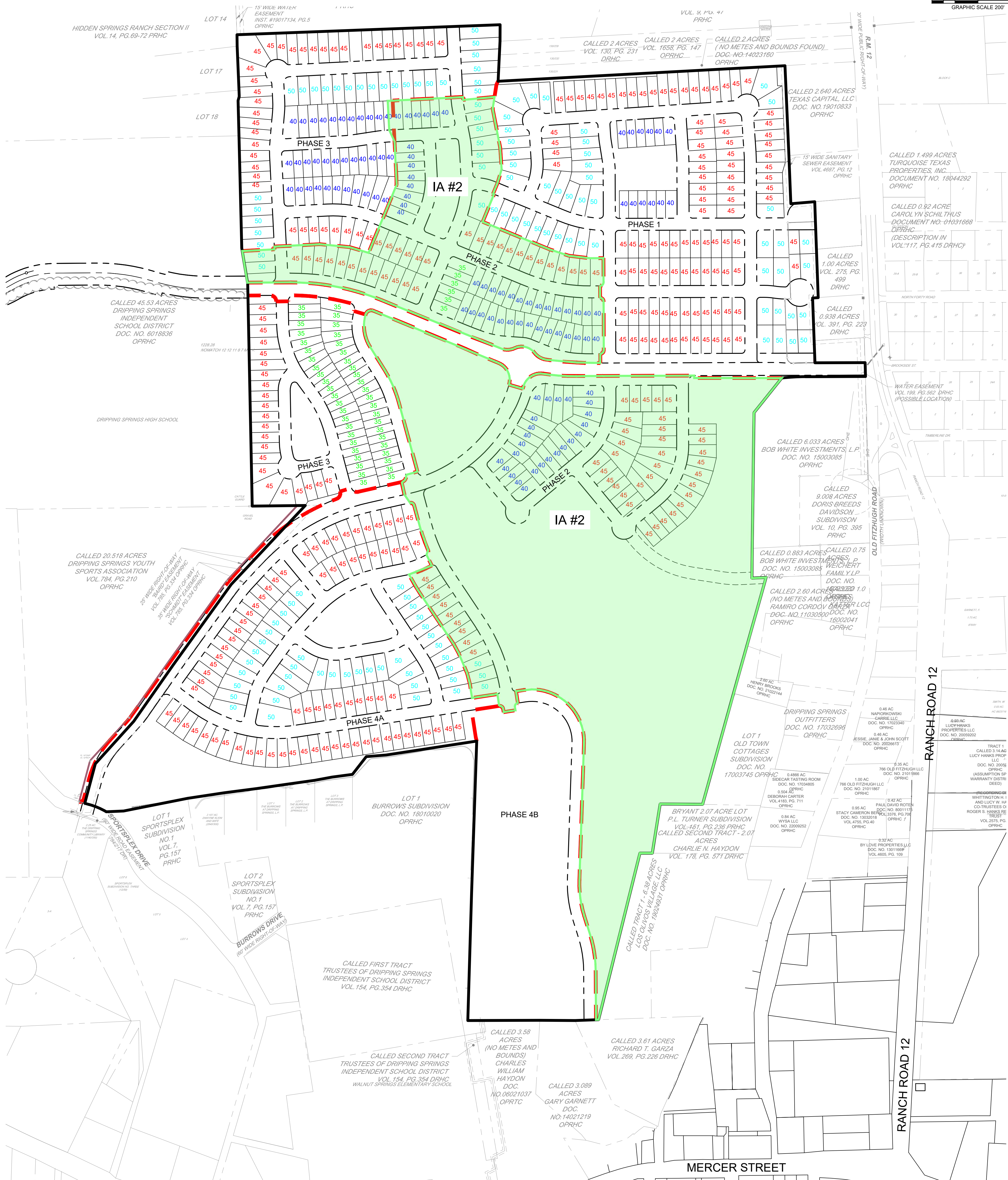
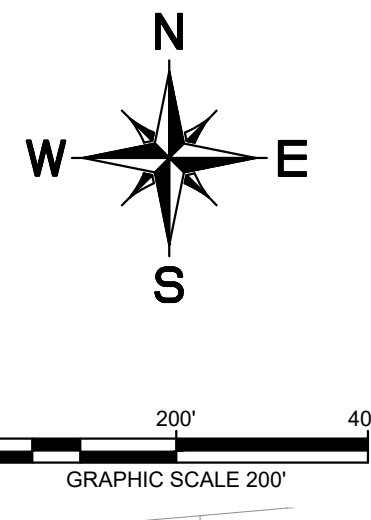
	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
47	8' SHARED USE PATH SIDEWALK, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3,917	SY	\$ 49.48	\$ 193,813.16
				<b>Subtotal</b>	<b>\$ 193,813.16</b>

**SUMMARY OF MAJOR INFRASTRUCTURE**

	DESCRIPTION	TOTAL COST
A.	MOBILIZATION AND CLEARING (INCLUDED IN ROADWAY IN SUMMARY)	\$ 76,044.31
B.	EROSION AND SEDIMENTATION CONTROL (INCLUDED IN ROADWAY IN SUMMARY)	\$ 20,518.08
C.	STORM WATER & DRAINAGE (INCLUDED IN DRAINAGE IN SUMMARY)	\$ 930,031.88
D.	EARTHWORK/GRADING (INCLUDED IN ROADWAY IN SUMMARY)	\$ 39,908.64
E.	ROADWAY (INCLUDED IN ROADWAY IN SUMMARY)	\$ 524,490.33
F.	MISCELLANEOUS (INCLUDED IN ROADWAY IN SUMMARY)	\$ 24,093.87
G.	TRAILS	\$ 193,813.16
	<b>Project Subtotal</b>	<b>\$ 1,808,900.27</b>

# **Exhibit E**

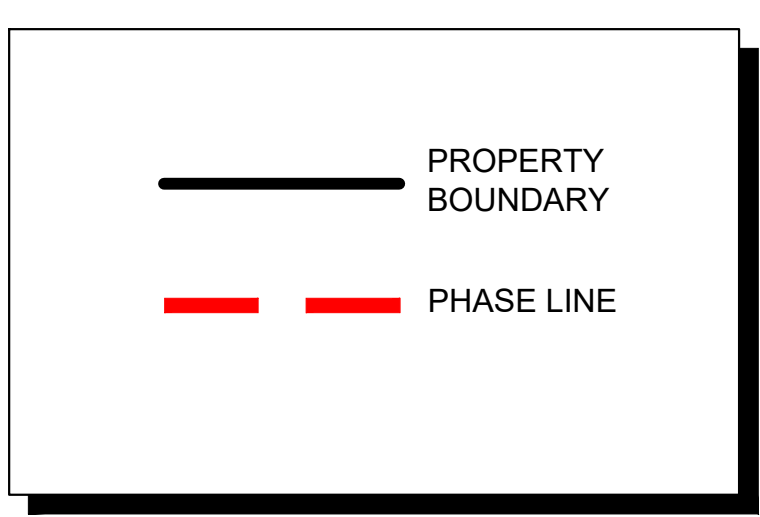
## **Lot Mix Exhibit**



# EXHIBIT E

# HERITAGE PDD Compliant Overall Residential Lot Size Exhibit

HERITAGE PDD COMPLIANT RESIDENTIAL LOT MIX							
Medium Density Detached							
Product	Phase 1	Phase 2	Phase 3	Phase 4A	Phase 4B	Lots	Percent
40's	12	14	34			60	12%
45's	100	74	59	75		308	63%
50's	46	12	25	39		122	25%
<b>Subtotal MDD</b>	<b>158</b>	<b>100</b>	<b>118</b>	<b>114</b>	<b>0</b>	<b>490</b>	<b>70%</b>
High Density Detached							
Product						Lots	Percent
35's		6	45			51	49%
40's		54				54	51%
<b>Subtotal HDD</b>	<b>0</b>	<b>60</b>	<b>45</b>	<b>0</b>	<b>0</b>	<b>105</b>	<b>15%</b>
High Density Attached							
Product						Lots	Percent
MF						105	15%
<b>Total Lots</b>	<b>158</b>	<b>160</b>	<b>163</b>	<b>114</b>	<b>105</b>	<b>700</b>	



Plotted By: Flynn, Alyssa Date: March 21, 2024 09:26:06am File Path: K:\US\_Civil\067763117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\Overall Lotting Exhibit - IA2.dwg  
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NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.