

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF MANOR MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN IMPROVEMENT AREA #1 OF THE LAGOS PUBLIC IMPROVEMENT DISTRICT; PROVIDING FOR THE METHOD OF ASSESSMENT OF SPECIAL ASSESSMENTS AGAINST PROPERTY IN IMPROVEMENT AREA #1 OF THE DISTRICT; APPROVING AN ASSESSMENT ROLL FOR IMPROVEMENT AREA #1 OF THE DISTRICT; LEVYING ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #1 OF THE DISTRICT; PROVIDING FOR PAYMENT OF THE ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; ESTABLISHING A LIEN ON PROPERTY WITHIN IMPROVEMENT AREA #1 OF THE DISTRICT; APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN; APPROVING A LANDOWNER AGREEMENT; PROVIDING FOR RELATED MATTERS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY**

**WHEREAS**, 706 Investment Partnership, Ltd. and 706 Development Corporation, in accordance with Chapter 372 of the Texas Local Government Code (the “PID Act”), filed a petition (the “Petition”) with the City Secretary on January 31, 2019 requesting that the City authorize the Lagos Public Improvement District (the “District”) to be created within the City limits; and

**WHEREAS**, the Petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then-current ad valorem tax rolls of the Travis Central Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

**WHEREAS**, after providing the notices required by the PID Act and by Chapter 551 of the Texas Government Code, (the “Open Meetings Act”), the City Council conducted a public hearing on March 20, 2019, to hear evidence and make findings as to the advisability of the improvements to be constructed for the benefit of the District (the “Authorized Improvements”); the nature of the Authorized Improvements; the estimated cost of the Authorized Improvements, including the administrative costs of establishing and operating the District (the “Actual Costs”); the boundaries of the District; the apportionment of the Actual Costs to be assessed against property in the District, and between the District and the municipality; and the method of assessment; and

**WHEREAS**, on March 20, 2019, after the closing of the public hearing, the City Council adopted Resolution No. 2019-02 which authorizes the District, and which includes the City Council’s findings as to the advisability of the Authorized Improvements; and

**WHEREAS**, on March 29, 2019, the City published notice of its authorization of the District in the *Manor Community News*, a newspaper of general circulation in the City and no written protests of the District were filed by any owners of record of property within the District within 20 days after March 29, 2019; and

**WHEREAS**, on October 2, 2019, by Ordinance No. 556, the City Council approved a Service and Assessment Plan (the “Original Service and Assessment Plan”) for the District and levied assessments within the District for the costs of certain public improvements as authorized by the Act;

**WHEREAS**, the City Council desires to levy an additional assessment in the Improvement Area #1 of the District to finance the costs of the Authorized Improvements constructed for the benefit of Improvement Area #1 of the District (“Improvement Area #1 Improvements”); and

**WHEREAS**, the City Council, on March 16, 2022, adopted Resolution No. 2022-05, directing the filing of the Improvement Area #1 Assessment Roll, a copy of which is included as an appendix to the attached *Exhibit A* and is incorporated herein, making the Improvement Area #1 Assessment Roll available for public inspection, and approving the notice published on March 18, 2022 in the *Manor Journal* of a public hearing to be conducted on April 6, 2022 to consider the proposed assessments to be levied against property located in Improvement Area #1 of the District (the “Assessments”), and also mailed notice of the same hearing to the Landowners (as defined herein); and

**WHEREAS**, the City Council conducted said hearing at the City Council meeting on April 6, 2022, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or to contest the Improvement Area #1 Assessment Roll, and each proposed assessment, and to offer testimony pertinent to any issue presented on the amount of the Assessment, the apportionment of the costs of the Improvement Area #1 Improvements, the purpose of the Assessment, the special benefits accruing to the property within Improvement Area #1 of the District due to the Authorized Improvements, and the penalties and interest of annual installments and on delinquent annual installments of the Assessment; and

**WHEREAS**, there were no written objections or evidence submitted to the City Secretary either before or at the hearing in opposition to the 2022 Amended and Restated Service and Assessment Plan, the apportionment of the costs of the Improvement Area #1 Improvements, the Improvement Area #1 Assessment Roll, or the levy of the Assessments; and

**WHEREAS**, the apportionment of the Actual Costs to be assessed against the property in Improvement Area #1 of the District, as reflected in the Improvement Area #1 Assessment Roll and in the service and assessment plan, a copy of which is attached hereto as *Exhibit A* and is incorporated herein (the attached amended and restated service and assessment plan, the “2022 Amended and Restated Service and Assessment Plan” and as updated, amended and supplemented from time to time, the “Service and Assessment Plan”), is fair and reasonable and is made on the basis of special benefits accruing to each parcel because of the Improvement Area #1 Improvements, and results in the imposing of equal shares of the Actual Costs on property that is

similarly benefitted, and the apportionment of the Actual Costs between the City and the area to be assessed is based on reasonable classifications and formulas; and

**WHEREAS**, the Service and Assessment Plan, which has been amended from the Original Service and Assessment Plan, and as updated on December 18, 2019, June 17, 2020, and August 18, 2021, covers a period of at least five years, defines the District's annual indebtedness and projected Actual Costs, and states provisions relating to due and delinquency dates for the Assessments, interest on Annual Installments, and procedures in connection with the imposition and collection of the Assessments; and

**WHEREAS**, the owners of 100% of the privately-owned and taxable property located within Improvement Area #1 of the District, and who are persons to be assessed pursuant to this Ordinance, have presented to the City Council for consideration at its meeting on April 6, 2022, a landowner agreement (the "Landowner Agreement"), in which said owners acknowledge, accept, and approve of, without reservation, the Service and Assessment Plan, Improvement Area #1 Assessment Roll, this Ordinance, and the levy of the Assessments against their property located within Improvement Area #1 of the District, and agree to pay the Assessments when due and payable; and

**WHEREAS**, the City Council finds and determines that the Improvement Area #1 Assessment Roll, and the Service and Assessment Plan in a form substantially similar to the attached *Exhibit A*, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and approves the form, terms and provisions of the Landowner Agreement.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR THAT:**

**Section 1. Findings.** The findings and recitations set out in this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

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

**Section 3. Terms.** Terms not otherwise defined herein are defined in the Service and Assessment Plan substantially in the form attached hereto as *Exhibit A* (Service and Assessment Plan).

**Section 4. Service and Assessment Plan.** The Service and Assessment Plan is hereby approved as the service and assessment plan for the District in substantially the form attached to this Ordinance and the Mayor, the Mayor Pro Tem, the Finance Director, and the City Manager are hereby authorized to make such non-substantive changes to the Service and Assessment Plan as may be required to give full effect to this Ordinance and to the Service and Assessment Plan attached hereto.

**Section 5. Assessment Roll.** The Improvement Area #1 Assessment Roll, attached as Exhibit I to the Service and Assessment Plan, is hereby approved as the Improvement Area #1 Assessment Roll of the District.

**Section 6. Levy and Payment of Assessments for Actual Costs of Improvement Area #1 Project.** (a) The City Council hereby levies an assessment on each tract of property located within Improvement Area #1 of the District, except for the Non-Benefited Property, as shown and described on the Service and Assessment Plan and the Improvement Area #1 Assessment Roll, in the respective amounts shown on the Improvement Area #1 Assessment Roll. There is further levied and assessed against each tract of property located within Improvement Area #1 of the District, except for the Non-Benefited Property, additional annual assessments for the Annual Collection Costs and the Additional Interest, as described in the Service and Assessment Plan, which shall be part of the Assessment and the Annual Installment. The amount of the Annual Installment shall be reviewed and determined annually by the City Council following the City Council's annual review of the Service and Assessment Plan for the District. Pursuant to Section 372.015(d), the amount of assessment for each property owner may be adjusted following the annual review of the Service and Assessment Plan.

(b) The levy of the Assessments related to the District shall be effective on the date of execution of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan.

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

(e) Each Assessment may be paid in advance in any amount as provided in subsection 372.018(f) of the PID Act and Section VI.E of the Service and Assessment Plan.

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

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

(h) The Annual Installments for Assessed Properties shall be calculated pursuant to the terms of the Service and Assessment Plan.

**Section 7. Method of Assessment.** The method of apportioning the Actual Costs is set forth in the Service and Assessment Plan.

**Section 8. Penalties and Interest on Delinquent Assessments.** Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service



and Assessment Plan. The Assessments shall have lien priority as specified in the PID Act and the Service and Assessment Plan.

**Section 9. Landowner Agreement.** The Landowner Agreement that is by and between the City, 706 Investment Partnership, Ltd. (the “Project Owner”), Ashton Austin Residential, L.L.C. and Pulte Homes of Texas, L.P. (together, the “Builder”), and Peter A. Dwyer, individually (Project Owner, Builder, and Peter A. Dwyer collectively, the “Landowners”) is hereby authorized and approved in the substantially final form attached hereto as ***Exhibit B*** and incorporated herein as a part hereof for all purposes and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver such Landowner Agreement with such changes as may be required to carry out the purposes of this Ordinance. The Mayor’s or Mayor Pro Tem’s signature on the Landowner Agreement may be attested by the City Secretary.

**Section 10. Lien Property.** (a) As provided in the Landowner Agreement, the City Council and the Landowner intend for the obligations, covenants and burdens on the Assessed Property that is owned by the Landowner, including without limitation such Landowner’s obligations related to payment of the Assessments and the Annual Installments, to constitute a covenant running with the land. As stated in the Landowner Agreement and in this ordinance, the Assessments and the Annual Installments levied by this ordinance shall be binding upon the Landowner, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the PID Act and the Service and Assessment Plan.

(b) The Assessments and Annual Installments levied and assessed against the property within Improvement Area #1 of the District as provided in this Ordinance and the Service and Assessment Plan, together with reasonable attorney’s fees and costs of collection, if incurred, are hereby declared to be and are made a lien upon each tract of property within Improvement Area #1 of the District against which the same are levied and assessed, and a personal liability and charge against the real and true owners of each such tract, including the successors and assigns, whether such owners be named herein or not, and said liens shall be and constitute the first enforceable lien and claim against the lot on which such assessments are levied, and shall be a first and paramount lien thereon, superior to all other liens and claims except state, county, school district and City ad valorem taxes.

**Section 11. Appointment of Administrator and Collector of Assessments.** (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 Finance Director of the City or her designee is hereby appointed as the temporary collector of the Assessments. The Finance Director or her designee shall serve in such capacity until such time as the City shall arrange for the collection duties to be performed by the Travis County Tax Office or any other qualified collection agent selected by the City.

**Section 12. Applicability of Tax Code.** To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code governing enforcement of ad valorem tax liens shall be applicable to the imposition and collection of Assessments by the City, and the Texas Tax Code shall otherwise be applicable to the extent provided by the PID Act.

**Section 13. Severability.** If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 14. Filing in Land Records.** The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Assessment Rolls, to be recorded in the real property records of Travis County by no later than the seventh day after the City Council passes and approves this Ordinance. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council by no later than the seventh day after the City Council adopts each Annual Service Plan Update.

**Section 15. Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the PID Act, and it is accordingly so ordained.

**Section 16. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

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

**PASSED AND APPROVED** on this 6<sup>th</sup> day of April, 2022.

ATTEST:

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor

[CITY SEAL]

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

THIS INSTRUMENT is acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2022, by Dr. Christopher Harvey, as Mayor of the City of Manor, Texas and attested to by Lluvia T. Almaraz, City Secretary of the City of Manor, Texas, on behalf of the City.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

After Recording Return to:  
City of Manor  
Attn: City Secretary  
105 E. Eggleston Street  
Manor, Texas 78653

**EXHIBIT A**

**SERVICE AND ASSESSMENT PLAN FOR THE  
LAGOS PUBLIC IMPROVEMENT DISTRICT**

# Lagos Public Improvement District

---

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

APRIL 6, 2022



AUSTIN, TX | NORTH RICHLAND HILLS, TX

## TABLE OF CONTENTS

|   |    |
|---|----|
| Table of Contents.....  | 1  |
| Introduction .....  | 3  |
| Section I: Definitions.....   | 5  |
| Section II: The District.....   | 12 |
| Section III: Authorized Improvements.....   | 12 |
| Section IV: Service Plan.....   | 14 |
| Section V: Assessment Plan .....  | 15 |
| Section VI: Terms of the Assessments.....   | 18 |
| Section VII: Assessment Rolls.....  | 23 |
| Section VIII: Additional Provisions .....   | 23 |
| List of Exhibits .....  | 25 |
| Exhibit A – District Legal Description .....  | 27 |
| Exhibit B – Improvement Area #1 Legal Description .....   | 29 |
| Exhibit C – District Boundary Map .....   | 30 |
| Exhibit D – Improvement Area #1 Boundary Map.....   | 31 |
| Exhibit E – Authorized Improvements .....   | 32 |
| Exhibit F – Service Plan .....  | 33 |
| Exhibit G – Sources and Uses .....  | 34 |
| Exhibit H – Major Improvement Area Assessment Roll.....   | 35 |
| Exhibit I –Improvement Area #1 Assessment Roll.....   | 41 |
| Exhibit J – Major Improvement Area Annual Installments.....   | 44 |
| Exhibit K – Improvement Area #1 Annual Installments.....  | 45 |
| Exhibit L-1 – Allocation of Major Improvement Area Assessments between Phase 1, Phase 1<br>Commercial, and Improvement Area #1 Assessed Property..... | 46 |
| Exhibit L-2 Allocation of Improvement Area #1 Assessments between Improvement Area #1<br>Assessed Property.....                                       | 47 |
| Exhibit M – Maximum Assessment by Lot Type .....  | 48 |
| Exhibit N – Map of Major Improvements .....   | 49 |
| Exhibit O – Maps of Improvement Area #1 Improvements.....   | 50 |
| Exhibit P – Notice of PID Assessment Termination .....  | 55 |
| Exhibit Q – Notice of PID Assessment Termination.....   | 58 |
| (Improvement Area #1) .....   | 58 |

|  |     |
|--|-----|
| Exhibit R – Phase 1 Commercial Legal Description .....                   | 61  |
| Exhibit S-1 – Phase 1 Plat .....   | 63  |
| Exhibit S-2 – Phase 2 Plat .....   | 67  |
| Exhibit T – Lot Type Map.....  | 71  |
| Exhibit U-1 – Lot Type 1 Buyer Disclosure .....                          | 72  |
| Exhibit U-2 – Lot Type 2 Buyer Disclosure .....                          | 78  |
| Exhibit U-3 – Lot Type 3 Buyer Disclosure .....                          | 84  |
| Exhibit U-4 – Lot Type 4 Buyer Disclosure .....                          | 90  |
| Exhibit U-5 – Lot Type 5 Buyer Disclosure .....                          | 96  |
| Exhibit U-6 – Lot Type 6 Buyer Disclosure .....                          | 102 |
| Exhibit U-7 – Improvement Area #1 Remainder Parcel Buyer Disclosure..... | 108 |

## INTRODUCTION

Capitalized terms used in this 2022 Amended and Restated Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this 2022 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 2022 Amended and Restated Service and Assessment Plan or an Exhibit attached to and made a part of this 2022 Amended and Restated Service and Assessment Plan for all purposes.

On March 20, 2019, the City passed and approved a resolution authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 173 acres located within the City, as described by metes and bounds on **Exhibit A** and depicted on **Exhibit C**.

On October 2, 2019, the City Council approved Ordinance No. 556 authorizing the levy of Assessments on Major Improvement Area Assessed Property.

On December 18, 2019, the City Council approved the 2019 Annual Service Plan Update by approving Ordinance No. 563 for the purpose of issuing PID Bonds and updating the Assessment Roll.

On June 17, 2020, the City Council approved the 2020 Annual Service Plan Update which also updated the Assessment Roll for 2020.

On August 18, 2021, the City Council approved the 2021 Annual Service Plan Update which also updated the Assessment Roll for 2021.

On April 6, 2022, the City Council approved this 2022 Amended and Restated Service and Assessment Plan which also updated the Assessment Roll for 2022.

Pursuant to the PID Act, a service and assessment plan must be reviewed and updated at least annually. This document is the 2022 Amended and Restated Service and Assessment Plan which serves to amend and restate the 2019 Service and Assessment Plan in its entirety for the purposes of (1) levying Improvement Area #1 Assessments, and (2) updating the Assessment Rolls.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized



Improvements. The Major Improvement Area Assessment Roll is contained in **Exhibit H**. The Improvement Area #1 Assessment Roll is contained in **Exhibit I**.

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

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

{Remainder of Page Intentionally left Blank}

## SECTION I: DEFINITIONS

**“2019 Service and Assessment Plan”** means the 2019 Service and Assessment Plan passed and approved by City Council on October 2, 2019 by Ordinance No. 556.

**“2022 Amended and Restated Service and Assessment Plan”** means this 2022 Amended and Restated Service and Assessment Plan as amended.

**“Actual Costs”** means, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Landowner: (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 subsections (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

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

**“Additional Interest Rate”** means the 0.50% additional interest charged on Assessments securing PID Bonds, if issued, pursuant to Section 372.018 of the PID Act. The Additional Interest Rate is not charged on Assessments securing the Improvement Area #1 Reimbursement Obligation.

**“Administrator”** means the City or the person or firm designated by the City who shall have the responsibility provided in this 2022 Amended and Restated Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

**“Annual Collection Costs”** means the actual or budgeted 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 2022 Amended and Restated Service and Assessment Plan and the PID Act with respect to the administration of a reimbursement agreement and the issuance and sale of PID Bonds, if issued, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, if issued, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

**“Annual Service Plan Update”** means an update to the 2022 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

**“Assessed Property”** means any Parcel against which an Assessment is levied.

**“Assessment”** means an assessment levied against a Parcel 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.

**“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 the Assessment Roll for the Assessed Property, 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 Major Improvement Area Assessment Roll is shown on **Exhibit H** and the Improvement Area #1 Assessment Roll is shown on **Exhibit I**.

**“Authorized Improvements”** means improvements authorized by Section 372.003 of the PID Act, including Major Improvements, Improvement Area #1 Improvements, and Bond Issuance Costs, as described in **Section III**.

**“Bond Issuance Costs”** means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, first year Annual Collection Costs, underwriter 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 Manor, Texas.

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

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

**“Delinquent Collection Costs”** means, 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 2022 Amended and Restated Service and Assessment Plan, including costs and expenses to foreclose liens.

**“District”** means this Lagos Public Improvement District containing approximately 173 acres located within the City and shown on **Exhibit C** and more specifically described in **Exhibit A**.

**“Estimated Buildout Value”** means the estimated value of an Assessed Property after completion of the vertical improvements (e.g. house, office building, etc.), and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

**“Improvement Area #1”** means approximately 120.582 acres located within the District, as shown on **Exhibit D** and more specifically described in **Exhibit B**.

**“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, and (3) Annual Collection Costs.

**“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 the Improvement Area #1 Assessed Property for Improvement Area #1 Improvements and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #1 Assessment Roll”** means the Assessment Roll for the Improvement Area #1 Assessed Property and included in this 2022 Amended and Restated Service and Assessment Plan as **Exhibit I**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**“Improvement Area #1 Bonds”** means PID Bonds secured by Improvement Area #1 Assessments that are used to refund all or a part of the Improvement Area #1 Reimbursement Obligation, if such bonds are issued.

**“Improvement Area #1 Bond Additional Proceeds”** means an amount equal to the lesser of: 1) \$152,000, or 2) the Actual Cost paid by the Landowner to construct drainage improvements unrelated to the PID in downtown Manor, as determined by the City.

**“Improvement Area #1 Improvements”** mean the public improvements authorized the PID Act that provide a special benefit to Improvement Area #1 Assessed Property, as depicted on **Exhibit O**.

**“Improvement Area #1 Reimbursement Agreement”** means that certain Lagos Reimbursement Agreement between \_\_\_\_\_, and City of Manor, Texas, dated \_\_\_\_\_, 2022.

**“Improvement Area #1 Reimbursement Obligation”** means an amount not to exceed \$6,734,000 payable from Improvement Area #1 Assessments to be paid to the Landowner pursuant to the Improvement Area #1 Reimbursement Agreement, but excluding any payments from the net proceeds of PID Bonds.

**“Improvement Area #1 Remainder Parcel”** means all of the area within Improvement Area #1, SAVE AND EXCEPT all Parcels shown on the Phase 2 Plat. Until a plat has been recorded on every Parcel within the Improvement Area #1 Remainder Parcel, the Improvement Area #1 Annual Installment will be allocated to each Parcel within the Improvement Area #1 Remainder Parcel based on the Travis Central Appraisal District acreage for billing purposes only.

**“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.

**“Landowner”** means, collectively, 706 Investment Partnership, Ltd., a Texas limited partnership, 706 Development Corporation, a Texas corporation, Pulte Homes of Texas, L.P., a Texas limited partnership, Ashton Austin Residential, LLC, a Texas limited liability company, and Peter A. Dwyer, individually, and any successor and assigns.

**“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 in the Phase 1 Plat marketed or sold to homebuilders as a 50’ Lot. The buyer disclosure for Lot Type 1 Lots is attached as **Exhibit U-1**.

**“Lot Type 2”** means a Lot in the Phase 1 Plat marketed or sold to homebuilders as a 60’ Lot. The buyer disclosure for Lot Type 2 Lots is attached as **Exhibit U-2**.

**“Lot Type 3”** means a Lot in the Phase 1 Plat marketed or sold to homebuilders as a “Village Cluster” Lot. The buyer disclosure for Lot Type 3 Lots is attached as **Exhibit U-3**.

**“Lot Type 4”** means a Lot in the Phase 1 Commercial marketed or sold for commercial uses. The buyer disclosure for Lot Type 4 Lots is attached as **Exhibit U-4**.

**“Lot Type 5”** means a Lot in Improvement Area #1 marketed or sold to homebuilders as a 50’ Lot. The buyer disclosure for Lot Type 5 Lots is attached as **Exhibit U-5**.

**“Lot Type 6”** means that certain Parcel identified as Lot 13, Block F in the Phase 2 Plat. The buyer disclosure for the Lot Type 6 Lot is attached as **Exhibit U-6**.

**“Major Improvement Area”** means all of the Parcels within the District, as shown on **Exhibit C** and more specifically described in **Exhibit A**. The Major Improvement Area consists of Phase 1 and Improvement Area #1.

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

**“Major Improvement Area Assessed Property”** means any Parcel within the Major Improvement Area against which a Major Improvement Area Assessment is levied.

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

**“Major Improvement Area Assessment Roll”** means the Assessment Roll for the Major Improvement Area Assessed Property and included in this 2022 Amended and Restated Service and Assessment Plan as **Exhibit H**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**“Major Improvement Area Bonds”** mean those certain “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2020 (Lagos Public Improvement District Major Improvement Area Project)”.

**“Major Improvements”** mean the public improvements authorized the PID Act that provide a special benefit to all of the Major Improvement Area Assessed Property.

**“Maximum Assessment”** means for each Lot Type, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown on **Exhibit M**.

**“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.

**“Parcel(s)”** means a property, within the District, identified by either a tax map identification number assigned by the Travis Central Appraisal District for real property tax purposes, by metes and bounds description, 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.

**“Phase 1”** means all Parcels within the Phase 1 Plat and the Phase 1 Commercial.

**“Phase 1 Commercial”** means the 4.120 acres of commercial area described by metes and bounds in **Exhibit R**.

**“Phase 1 Plat”** means the “Lagos Phase 1 Final Plat” recorded in the official public records of Travis County on March 16, 2018, attached hereto as **Exhibit S-1**.

**“Phase 2 Plat”** means the “Lagos Phase 2 Final Plat” recorded in the official public records of Travis County on May 25, 2021, attached hereto as **Exhibit S-2**.

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

**“PID Bonds”** mean bonds issued by the City to finance the Actual Costs of the Authorized Improvements including the Major Improvement Area Bonds.

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

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

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

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



## SECTION II: THE DISTRICT

The District includes approximately 173.212 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit A** and depicted on **Exhibit C**. The Major Improvement Area includes all the Parcels within the District, including Phase 1, and Improvement Area #1, and is anticipated to be developed as 497 single-family residential units, 124 Village Cluster residential units, and 170,269 square feet of commercial use.

Improvement Area #1 consists of approximately 120.582 acres in the District, as more particularly described by metes and bounds on **Exhibit B** and depicted on **Exhibit D**. Improvement Area #1 is anticipated to be developed as 379 single-family residential units, 30 Village Cluster residential units, and 113,856 square feet of commercial use.

## SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Landowner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit E**. A map depicting the Major Improvements is shown on **Exhibit N**, and map depicting the Improvement Area #1 Improvements is shown on **Exhibit O**. All Major Improvements and Improvement Area #1 Improvements will be constructed to City standards and will be owned by the City after completion.

### A. Major Improvements

- *Amenity Pond*  
Includes one gazebo, trailhead monument, 3,000 LF lake trail system, site landscaping, site sod and revegetation, irrigation, fishing points, habitat for waterfowl, and picnic spots.
- *Murchison Street*  
Includes entry landscape improvements, lighting allowance, water, wastewater, storm water management, erosion control/clearing/rough cut, pavement and appurtenances and miscellaneous items.
- *Lapoynor Street*  
Includes entry landscape improvements, lighting allowance, water, wastewater, storm water management, erosion control/clearing/rough cut, pavement and appurtenances and miscellaneous items.

- *S. San Marcos Street*  
Includes entry landscape improvements, lighting allowance, water, wastewater, storm water management, erosion control/clearing/rough cut, pavement and appurtenances and miscellaneous items.
- *Lagos Grandes Way*  
Includes entry landscape improvements, lighting allowance, water, wastewater, storm water management, erosion control/clearing/rough cut, pavement and appurtenances and miscellaneous items.
- *FM 973*  
Includes sidewalks and striping improvements.
- *Brenham Street*  
Includes paving associated with turn lanes.
- *Soft Costs*  
Include engineering services; development fees including design, and other professional services, and a construction management fee of 4% of hard cost; and performance and payment bonds.

**B. Improvement Area #1 Improvements**

- *Roadway*  
Includes costs associated with subgrade stabilization, concrete and reinforcing steel for roadways, testing, sidewalks, accessibility ramps, earthwork, erosion control, retaining walls, intersections, signage, and re-vegetation of all disturbed areas within the right-of-way. The street improvements will provide street access to each Lot within Improvement Area #1.
- *Water*  
Includes costs associated with trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, and erosion control all necessary appurtenances required to provide water service. The water improvements will provide water service to each Lot within Improvement Area #1.
- *Wastewater*  
Includes costs associated with trench excavation and embedment, trench safety, PVC piping, manholes, service connection, testing, related earthwork, and erosion control all necessary appurtenances required to provide wastewater service. The wastewater improvements will provide wastewater service to each Lot within Improvement Area #1.

- *Storm Drain*  
Includes earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage. The drainage improvements will provide drainage service to each Lot within Improvement Area #1.
- *Soft Costs*  
Include engineering services; development fees including design, and other professional services, and a construction management fee of 4% of hard cost; and performance and payment bonds.

**C. Bond Issuance Costs**

- *Debt Service Reserve Fund*  
Equals the amount required to fund a reserve under an applicable Indenture. This amount may be updated or revised if additional PID Bonds are issued.
- *Capitalized Interest*  
Equals the amount of capitalized interest available for payment of interest on PID Bonds as reflected in an applicable Indenture. This amount may be updated or revised if additional PID Bonds are issued.
- *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. This amount may be updated or revised if additional PID Bonds are issued.
- *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, County costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds. This amount may be updated or revised if additional PID Bonds are issued.

**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 F** summarizes the Service Plan for the District.

**Exhibit G** summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit G** 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 municipality or 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 Landowner 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 Landowner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that:

- The Major Improvements were allocated to the Major Improvement Area Assessed Property in the 2019 Service and Assessment Plan pro rata based on Estimated Buildout Value of each Parcel at the time the Major Improvement Area Assessments were levied, as shown on **Exhibit L-1**. **Exhibit L-2** shows the allocation of the Major Improvement Area Assessments between Assessed Property in Improvement Area #1. The outstanding Major Improvement Area Assessments for all Major Improvement Area Assessed property are shown on **Exhibit H**, and
- The Improvement Area #1 Improvements shall be allocated pro rata based on Estimated Buildout Value of each Parcel at the time the Improvement Area #1 Assessments are

levied, as shown on **Exhibit L-2**. The outstanding Improvement Area #1 Assessments for all Improvement Area #1 Assessed property are shown on **Exhibit I**.

## **B. Assessments**

Major Improvement Area Assessments are levied on the Major Improvement Area Assessed Property as shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit H**. The projected Major Improvement Area Annual Installments are shown on **Exhibit J**.

Improvement Area #1 Assessments are levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit I**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit K**.

## **C. Findings of Special Benefit**

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

### ▪ *Phase 1*

1. The share of the Major Improvements and Bond Issuance Costs allocable to Phase 1 equals \$880,349, as shown on **Exhibit E**; and
2. The Assessed Property within Phase 1 receives special benefit from the Authorized Improvements equal to or greater than the Actual Costs of the Authorized Improvements; and
3. The Assessed Property within Phase 1 was allocated 27.60% of the Major Improvement Area Assessments in the 2019 Service and Assessment Plan, which equaled \$860,990, of which \$797,520 remains outstanding as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit H**; and
4. The special benefit ( $\geq$  \$880,349) received by the Phase 1 Assessed Property from the Authorized Improvements is equal to or greater than the amount of the Major Improvement Area Assessments (\$860,990) levied on the Phase 1 Assessed Property.

### ▪ *Improvement Area #1*

1. Improvement Area #1's allocable share of the Authorized Improvements equals \$13,585,250, as shown on **Exhibit E**; and
2. The Improvement Area #1 Assessed Property receives special benefit from the Authorized Improvements equal to or greater than the Actual Costs of the Authorized Improvements; and

3. The Improvement Area #1 Assessed Property was allocated 72.40% of the Major Improvement Area Assessments in the 2019 Service and Assessment Plan, which equaled \$2,259,010, of which \$2,092,480 remains outstanding as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit H**; and
4. The Improvement Area #1 Assessed Property is allocated 100% of the Improvement Area #1 Assessments, which equal \$6,734,000, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit I**; and
5. The special benefit ( $\geq$  \$13,585,250) received by the Improvement Area #1 Assessed Property from the Authorized Improvements is equal to or greater than the combined amount of the Major Improvement Area Assessments (\$2,259,010) and the Improvement Area #1 Assessments (\$6,734,000) levied on the Improvement Area #1 Assessed Property.

#### **D. Annual Collection Costs**

The Annual Collection Costs shall be paid for on a pro rata basis by each Parcel 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. Interest on Assessments**

The interest on the Improvement Area #1 Assessments is 4.50%, which is less than 2% above the Bond Buyer's 20 Bond Index rate of 2.53% as of March 8, 2022. The interest on the Major Improvement Area Assessments is equal to the interest rate of the Major Improvement Area Bonds.

The interest rate on Assessments levied on the Assessed Property 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. Additional Interest is not charged on Assessments securing the Improvement Area #1 Reimbursement Obligation.

## 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 calculation of the Estimated Buildout Value of an Assessed Property shall be performed by the Administrator based on information from the Landowner, homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

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 2022 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, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with 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 Landowner 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 considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the Estimated Buildout Value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Landowner, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot.

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 2022 Amended and Restated Service and Assessment Plan approved by the City Council.

### *3. Upon Consolidation*

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

## **B. True-Up of Assessments if Maximum Assessment Exceeded**

Prior to the approval of a final subdivision plat or issuance of a building permit for office, restaurant, or retail uses, 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 or issuance of a building permit causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Landowner shall 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 or issuance of a building permit without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

**C. True-Up of Improvement Area #1 Assessments Upon City Council  
Authorization of Improvement Area #1 Bonds**

At the time Improvement Area #1 Bonds are authorized by City Council, the Improvement Area #1 Assessments may be reduced so that the total equivalent tax rate of the Improvement Area #1 Assessments, taking into consideration the Major Improvement Area Assessments allocated to Improvement Area #1, does not exceed \$0.30 per \$100 of Estimated Buildout Value plus the additional equivalent tax rate necessary to increase the amount of Improvement Area #1 Bonds by the Improvement Area #1 Bond Additional Proceeds. The Estimated Buildout Values that shall be used to calculate the equivalent tax rate for Improvement Area #1 are shown on **Exhibit L-2** and shall not be changed in future Annual Service Plan Updates.

**D. 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.

**E. Reduction of Assessments**

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, City Council, upon review and approval, shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. The Major Improvement Area Assessments shall not, however, be reduced to an amount less than the outstanding Major Improvement Area 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.

**F. 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. 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 prepare the revised Assessment Roll and submit to the City Council for review and approval 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 P** and **Exhibit Q** for Phase 1 and Improvement Area #1, respectively.

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; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval 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.

#### **G. Prepayment as a result of Eminent Domain Proceeding or Taking**

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefitted 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-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2022 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 Annual Installments 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 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 and Annual Installments applicable to the Remaining Property will be reduced by the amount of the partial Prepayment.

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-Benefitted 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 and the Annual Installments adjusted accordingly.

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

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

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

**Exhibit J** shows the projected Major Improvement Area Annual Installments and **Exhibit K** shows the 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.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Parcels for which the Assessments remain unpaid based on the amount of outstanding Assessment on each Parcel. 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 Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act. 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.

**I. Allocating Annual Installments if Assessed Property is Sold**

If Assessed Property is sold, the Annual Installment shall be allocated between the buyer and seller in the same methodology as property taxes.

**SECTION VII: ASSESSMENT ROLLS**

The Major Improvement Area Assessment Roll and Improvement Area #1 Assessment Roll are attached as **Exhibit H** and **Exhibit I**, respectively. The Administrator shall prepare, and submit to the City Council for review and approval, proposed revisions to the Major Improvement Area Assessment Roll and the Improvement Area #1 Assessment Roll 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 2022 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 2022 Amended and Restated Service and Assessment Plan, the Bond Order, or the Trust 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 2022 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 2022 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 2022 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 2022 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 2022 Amended and Restated Service and Assessment Plan. Interpretations of this 2022 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. Severability**

If any provision of this 2022 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</b>   | District Legal Description  |
| <b>Exhibit B</b>   | Improvement Area #1 Legal Description   |
| <b>Exhibit C</b>   | District Boundary Map   |
| <b>Exhibit D</b>   | Improvement Area #1 Boundary Map  |
| <b>Exhibit E</b>   | Authorized Improvements   |
| <b>Exhibit F</b>   | Service Plan  |
| <b>Exhibit G</b>   | Sources and Uses  |
| <b>Exhibit H</b>   | Major Improvement Area Assessment Roll  |
| <b>Exhibit I</b>   | Improvement Area #1 Assessment Roll   |
| <b>Exhibit J</b>   | Major Improvement Area Annual Installments  |
| <b>Exhibit K</b>   | Improvement Area #1 Annual Installments   |
| <b>Exhibit L-1</b> | Allocation of Major Improvement Area Assessments Between Phase 1, Phase 1 Commercial, and Improvement Area #1 Assessed Property |
| <b>Exhibit L-2</b> | Allocation of Improvement Area #1 Assessments between Improvement Area #1 Assessed Property                                     |
| <b>Exhibit M</b>   | Maximum Assessment by Lot Type  |
| <b>Exhibit N</b>   | Map of Major Improvements   |
| <b>Exhibit O</b>   | Maps of Improvement Area #1 Improvements  |
| <b>Exhibit P</b>   | Notice of PID Assessment Termination (Phase 1)  |
| <b>Exhibit Q</b>   | Notice of PID Assessment Termination (Improvement Area #1)  |
| <b>Exhibit R</b>   | Phase 1 Commercial Legal Description  |
| <b>Exhibit S-1</b> | Phase 1 Plat  |
| <b>Exhibit S-2</b> | Phase 2 Plat  |
| <b>Exhibit T</b>   | Lot Type Map  |
| <b>Exhibit U-1</b> | Lot Type 1 Buyer Disclosure   |
| <b>Exhibit U-2</b> | Lot Type 2 Buyer Disclosure   |
| <b>Exhibit U-3</b> | Lot Type 3 Buyer Disclosure   |
| <b>Exhibit U-4</b> | Lot Type 4 Buyer Disclosure   |

- Exhibit U-5** Lot Type 5 Buyer Disclosure
- Exhibit U-6** Lot Type 6 Buyer Disclosure
- Exhibit U-7** Improvement Area #1 Remainder Parcel Buyer Disclosure

## EXHIBIT A – DISTRICT LEGAL DESCRIPTION

### LEGAL DESCRIPTION 173.212 ACRES OF LAND

173.212 acres of land located in James Manor Survey No. 40, Abstract No. 546, the Calvin Barker Survey No. 38, Abstract No. 58, the James Manor Survey No. 39, Abstract No. 528, the James H. Manor Survey No. 37, Abstract No. 520 Travis County, Texas and being a portion of that certain tract of land conveyed to 706 Investment Partnership, LTD., a Texas limited partnership, as described in Document Number 2005114143, Official Public Records of Travis County, Texas; said 173.212 acres being more particularly described as follows:

**BEGINNING**, at a set ½ inch iron rod with KHA cap, marking the intersection of the southerly right of way line of Blake Manor Road (variable right of way), with the easterly right of way line of F.M. 973, same being the northwesterly corner of said 706 Investment Partnership, LTD. Tract;

**THENCE**, along the southerly line of said Blake Manor Road, the following courses:

South 79deg 43' 00" East, a distance of 1399.04 feet, to a found ½ inch iron rod with cap;  
North 27deg 58' 57" East, a distance of 1.64 feet, to a found ½ inch iron rod with cap;  
Southeasterly, along the arc of a curve to the right having a radius of 785.51 feet, a central angle of 12deg 02' 09", an arc length of 165.01 feet and a chord bearing: South 64deg 48' 28" East, 164.70 feet, to a found ½ inch iron rod with cap;  
South 58deg 53' 38" East, a distance of 851.34 feet, to a found ½ inch iron rod with cap;  
Southeasterly, along the arc of a curve to the right having a radius of 785.51 feet, a central angle of 29deg 49' 04", an arc length of 408.79 feet and a chord bearing: South 44deg 01' 37" East, 404.20 feet, to a found ½ inch iron rod with cap;  
South 29deg 04' 06" East, a distance of 1115.99 feet, to a set ½ inch iron rod with "KHA" cap;

**THENCE**, leaving the southerly line of Blake Manor Road and across the said 706 Investment Partnership, LTD. tract, the following courses:

South 61deg 50' 31" West, a distance of 2766.50 feet, to a set ½ inch iron rod with "KHA" cap;  
Southwesterly, along the arc of a curve to the right having a radius of 1000.00 feet, a central angle of 36deg 16' 07", an arc length of 633.01 feet and a chord bearing: South 80deg 00' 08" West, 622.49 feet, to a found ½ inch iron rod with cap;  
North 81deg 51' 49" West, a distance of 626.86 feet, to a set ½ inch iron rod with "KHA" cap located in the easterly right of way line of said F.M. 973;

**THENCE**, along the easterly line of said F.M. 973, the following courses:

North 4°17'10" East, 131.97 feet to a point of for corner;  
Northeasterly, along the arc of a curve to the right having a radius of 5679.58 feet, a central angle of 6deg 07' 33", an arc length of 607.25 feet and a chord bearing: North 7deg 22' 34" West, 606.96 feet, to a found ½ inch iron rod with cap marking the southwestern-most corner of that certain 13.34 acre tract of land conveyed to the Board of Trustees of the Manor Independent School District, as described in Document Number 2015151286, Official Public Records of Travis County, Texas;

**THENCE**, departing the easterly line of said F.M. 973 and along the boundary of said 13.34 acre tract, the following courses:

South 76°23'26" East, a distance of 256.24 feet to a found ½ inch iron rod with cap for corner;  
South 80°30'13" East, a distance of 398.47 feet to a found ½ inch iron rod with cap for corner;  
South 87°44'52" East, a distance of 225.56 feet to a found ½ inch iron rod with cap for corner;  
North 48°03'21" East, a distance of 396.94 feet to a found ½ inch iron rod with cap of for corner;  
Northwesterly, along the arc of a curve to the left having a radius of 1365.00 feet, a central angle of 37deg 04' 43", an arc length of 883.35 feet and a chord bearing: North 60deg 29' 01" East, 868.02 feet, to a found ½ inch iron rod with cap;  
North 79°01'23" West, a distance of 268.98 feet to a found ½ inch iron rod with cap of curvature;

Lagos PID – 173.212 acres  
Job No. 069241738 – February 22, 2019- Page 1 of 3

JGM  
2-22-2019



Southwesterly, along the arc of a curve to the left having a radius of 25.00 feet, a central angle of 90deg 00' 48", an arc length of 39.28 feet and a chord bearing: South 55deg 58' 13" West, 35.36 feet, to a found ½ inch iron rod with cap located in the easterly right of way line of said F.M. 973;

**THENCE**, North 10°57'49" East, a distance of 2063.79 feet along the easterly right of way line of said F.M. 973 to the **POINT OF BEGINNING**, and containing 173.212 acres of land in Travis County, Texas, as shown in the document saved in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

Basis of Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based GPS observation.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*John G. Mosier 2-22-2019*

John G. Mosier  
Registered Professional Land Surveyor No. 6330  
Kimley-Horn and Associates, Inc.  
601 NW Loop 410, Suite 350  
San Antonio, Texas 78216  
Ph. 210-541-9166

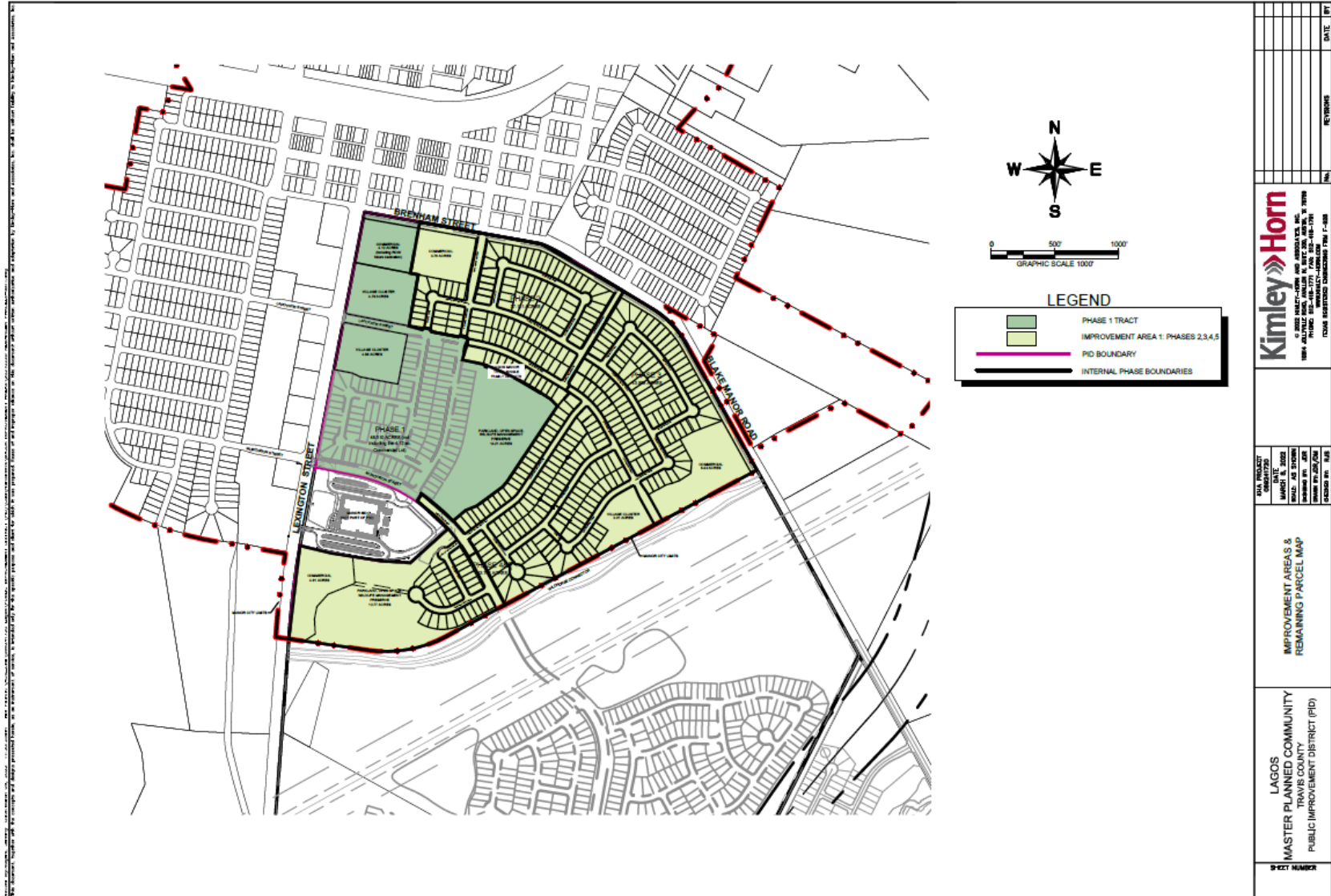


**EXHIBIT B – IMPROVEMENT AREA #1 LEGAL DESCRIPTION**

120.582 acres of land, being the 173.212 acres within the Lagos Manor PID save and except the 48.510 acres within the Lagos Phase 1 Final Plat as recorded under Document Number 201800065 of the Official Public Records of Travis County, Texas and save and except the 4.120 acres for the Phase 1 Commercial Parcel.



## EXHIBIT D – IMPROVEMENT AREA #1 BOUNDARY MAP



## EXHIBIT E – AUTHORIZED IMPROVEMENTS

|   | Total Costs          | Phase 1 |                   | Improvement Area #1 |                      |  |
|---|----------------------|---------|-------------------|---------------------|----------------------|--|
|   |                      | %       | Cost              | %                   | Cost                 |  |
| <i>Major Improvements</i>                         |                      |         |                   |                     |                      |  |
| Amenity Pond                                      | \$ 1,194,440         | 27.60%  | \$ 329,616        | 72.40%              | \$ 864,824           |  |
| Murchison Street                                  | 230,300              | 27.60%  | 63,553            | 72.40%              | 166,747              |  |
| Lapoynor Street                                   | 143,350              | 27.60%  | 39,559            | 72.40%              | 103,791              |  |
| S. San Marcos Street                              | 126,900              | 27.60%  | 35,019            | 72.40%              | 91,881               |  |
| Lagos Grandes Way                                 | 204,450              | 27.60%  | 56,420            | 72.40%              | 148,030              |  |
| FM 973  | 100,000              | 27.60%  | 27,596            | 72.40%              | 72,404               |  |
| Brenham Street                                    | 226,379              | 27.60%  | 62,471            | 72.40%              | 163,908              |  |
| Soft Costs (a)                                    | 411,777              | 27.60%  | 113,633           | 72.40%              | 298,143              |  |
|   | <u>\$ 2,637,596</u>  |         | <u>\$ 727,866</u> |                     | <u>\$ 1,909,729</u>  |  |
| <i>Improvement Area #1 Improvements</i>           |                      |         |                   |                     |                      |  |
| Water   | \$ 1,155,928         | 0.00%   | \$ -              | 100.00%             | \$ 1,155,928         |  |
| Wastewater  | 1,976,601            | 0.00%   | -                 | 100.00%             | 1,976,601            |  |
| Storm Water                                       | 2,640,164            | 0.00%   | -                 | 100.00%             | 2,640,164            |  |
| Roadways (b)                                      | 3,742,453            | 0.00%   | -                 | 100.00%             | 3,742,453            |  |
| Soft Costs (a)                                    | 1,760,302            | 0.00%   | -                 | 100.00%             | 1,760,302            |  |
|   | <u>\$ 11,275,447</u> |         | <u>\$ -</u>       |                     | <u>\$ 11,275,447</u> |  |
| <i>Major Improvement Area Bond Issuance Costs</i> |                      |         |                   |                     |                      |  |
| Debt Service Reserve Fund                         | \$ 198,957           | 27.60%  | \$ 54,904         | 72.40%              | \$ 144,053           |  |
| Capitalized Interest                              | -                    | 27.60%  | -                 | 72.40%              | -                    |  |
| Underwriter Discount                              | 93,600               | 27.60%  | 25,830            | 72.40%              | 67,770               |  |
| Cost of Issuance                                  | 260,000              | 27.60%  | 71,749            | 72.40%              | 188,251              |  |
|   | <u>\$ 552,557</u>    |         | <u>\$ 152,483</u> |                     | <u>\$ 400,074</u>    |  |
| <b>Total</b>                                      | <b>\$ 14,465,599</b> |         | <b>\$ 880,349</b> |                     | <b>\$ 13,585,250</b> |  |

**Notes:**

[a] Includes 4% Construction Management, 13% engineering and design, and 1.5% performance and payment bonds.

[b] Includes Erosion Control, Clearing/Rough Cut, and Landscaping.

## EXHIBIT F – SERVICE PLAN

| Major Improvement Area          |                              |                      |                      |                      |                      |                      |
|---------------------------------|------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Annual Installment Due          |                              | 1/31/2023            | 1/31/2024            | 1/31/2025            | 1/31/2026            | 1/31/2027            |
| Principal                       |                              | \$ 65,000.00         | \$ 65,000.00         | \$ 70,000.00         | \$ 70,000.00         | \$ 70,000.00         |
| Interest                        |                              | \$ 128,818.76        | \$ 126,381.26        | \$ 123,943.76        | \$ 121,318.76        | \$ 118,431.26        |
|                                 | (1)                          | \$ 193,818.76        | \$ 191,381.26        | \$ 193,943.76        | \$ 191,318.76        | \$ 188,431.26        |
| Additional Interest             | (2)                          | \$ 14,450.00         | \$ 14,125.00         | \$ 13,800.00         | \$ 13,450.00         | \$ 13,100.00         |
| Annual Collection Costs         | (3)                          | \$ 18,017.46         | \$ 18,377.81         | \$ 18,745.36         | \$ 19,120.27         | \$ 19,502.67         |
| <b>Total Annual Installment</b> | <b>(4) = (1) + (2) + (3)</b> | <b>\$ 226,286.22</b> | <b>\$ 223,884.07</b> | <b>\$ 226,489.12</b> | <b>\$ 223,889.03</b> | <b>\$ 221,033.93</b> |

| Improvement Area #1             |                        |                      |                      |                      |                      |                      |
|---------------------------------|------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Annual Installment Due          |                        | 1/31/2023            | 1/31/2024            | 1/31/2025            | 1/31/2026            | 1/31/2027            |
| Principal                       |                        | \$ 102,000.00        | \$ 107,000.00        | \$ 112,000.00        | \$ 117,000.00        | \$ 122,000.00        |
| Interest                        |                        | \$ 303,030.00        | \$ 298,440.00        | \$ 293,625.00        | \$ 288,585.00        | \$ 283,320.00        |
|                                 | (1)                    | \$ 405,030.00        | \$ 405,440.00        | \$ 405,625.00        | \$ 405,585.00        | \$ 405,320.00        |
| Annual Collection Costs         | (2)                    | \$ 41,982.54         | \$ 42,822.19         | \$ 43,678.64         | \$ 44,552.21         | \$ 45,443.26         |
| <b>Total Annual Installment</b> | <b>(3) = (1) + (2)</b> | <b>\$ 447,012.54</b> | <b>\$ 448,262.19</b> | <b>\$ 449,303.64</b> | <b>\$ 450,137.21</b> | <b>\$ 450,763.26</b> |

## EXHIBIT G – SOURCES AND USES

|   | Major<br>Improvement Area<br>Assessments | Improvement Area<br>#1 Assessments |
|---|--|------------------------------------|
| <b>Sources of Funds</b>                           |  |                                    |
| Major Improvement Area Bond Par                   | \$ 3,120,000                             | \$ -                               |
| Improvement Area #1 Reimbursement Obligation      | -  | 6,734,000                          |
| Landowner Contribution                            | 70,152                                   | 4,541,447                          |
| <b>Total Sources</b>                              | <b>\$ 3,190,152</b>                      | <b>\$ 11,275,447</b>               |
| <b>Uses of Funds</b>                              |  |                                    |
| Major Improvements                                | \$ 2,637,596                             | \$ -                               |
| Improvement Area #1 Improvements                  | -  | 11,275,447                         |
|   | <b>\$ 2,637,596</b>                      | <b>\$ 11,275,447</b>               |
| <i>District Formation and Bond Issuance Costs</i> |  |                                    |
| Debt Service Reserve Fund                         | \$ 198,957                               | \$ -                               |
| Capitalized Interest                              | -  | -                                  |
| Underwriter's Discount                            | 93,600                                   | -                                  |
| Cost of Issuance                                  | 260,000                                  | -                                  |
|   | <b>\$ 552,557</b>                        | <b>\$ -</b>                        |
| <b>Total Uses</b>                                 | <b>\$ 3,190,152</b>                      | <b>\$ 11,275,447</b>               |

**EXHIBIT H – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL**

| Property ID | Geographic ID  | Lot Type             | Outstanding Assessment | Annual Installment Due<br>1/31/2023 <sup>1</sup> |
|-------------|----------------|----------------------|------------------------|--|
| 906078      | 02316201010000 | Non-Benefited        | \$ -                   | \$ -   |
| 906079      | 02316201020000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906080      | 02316201030000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906081      | 02316201040000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906082      | 02316201050000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906083      | 02316201060000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906084      | 02316201070000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906085      | 02316201080000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906086      | 02316201090000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906087      | 02316201100000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906088      | 02316201110000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906089      | 02316201120000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906090      | 02316201130000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906091      | 02316201140000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906092      | 02316201150000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906093      | 02316201160000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906094      | 02316201170000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906095      | 02316201180000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906096      | 02316201190000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906097      | 02316201200000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906098      | 02316201210000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906099      | 02335923010000 | Cluster <sup>3</sup> | \$ 136,250.16          | \$ 10,668.35                                     |
| 906100      | 02336221010000 | Cluster <sup>3</sup> | \$ 130,716.87          | \$ 10,235.10                                     |
| 906101      | 02336221020000 | Non-Benefited        | \$ -                   | \$ -   |
| 906102      | 02336221030000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906103      | 02336221040000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906104      | 02336221050000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906105      | 02336221060000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906106      | 02336221070000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906107      | 02316202010000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906108      | 02316202020000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906109      | 02316202030000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906110      | 02316202040000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906111      | 02316202050000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906112      | 02316202060000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906113      | 02316202070000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906114      | 02316202080000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906115      | 02316202090000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906116      | 02316202100000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906117      | 02316202110000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906118      | 02315908010000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906119      | 02315908020000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906120      | 02315908030000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906121      | 02315908040000 | 1                    | \$ 3,326.77            | \$ 260.49  |
| 906122      | 02315908050000 | 1                    | \$ 3,326.77            | \$ 260.49  |



| Property ID | Geographic ID  | Lot Type      | Outstanding Assessment | Annual Installment Due<br>1/31/2023 <sup>1</sup> |
|-------------|----------------|---------------|------------------------|--|
| 906123      | 02315908060000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906124      | 02315908070000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906125      | 02315908080000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906126      | 02315908090000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906127      | 02315908100000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906128      | 02315908110000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906129      | 02315908120000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906130      | 02315908130000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906131      | 02315908140000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906132      | 02315908150000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906133      | 02315908160000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906134      | 02315908170000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906135      | 02315908180000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906136      | 02315908190000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906137      | 02315908200000 | Non-Benefited | \$ -                   | \$ -   |
| 906138      | 02315908210000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906139      | 02315908220000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906140      | 02315908230000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906141      | 02315908240000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906142      | 02315908250000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906143      | 02315908260000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906144      | 02315908270000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906145      | 02336222010000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906146      | 02336222020000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906147      | 02336222030000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906148      | 02336222040000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906149      | 02336222050000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906150      | 02336222060000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906151      | 02336222070000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906152      | 02336222080000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906153      | 02336222090000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906154      | 02316203010000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906155      | 02316203020000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906156      | 02316203030000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906157      | 02316203040000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906158      | 02316203050000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906159      | 02316203060000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906160      | 02316203070000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906161      | 02316203080000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906162      | 02316203090000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906163      | 02316203100000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906164      | 02316203110000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906165      | 02316203120000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906166      | 02316203130000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906167      | 02316203140000 | 1             | \$ 3,326.77            | \$ 260.49  |

| Property ID | Geographic ID  | Lot Type      | Outstanding Assessment | Annual Installment Due<br>1/31/2023 <sup>1</sup> |
|-------------|----------------|---------------|------------------------|--|
| 906168      | 02316203150000 | 2             | \$ 3,511.59            | \$ 274.96  |
| 906169      | 02316203160000 | 2             | \$ 3,511.59            | \$ 274.96  |
| 906170      | 02316203170000 | 2             | \$ 3,511.59            | \$ 274.96  |
| 906171      | 02316203180000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906172      | 02316203190000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906173      | 02316203200000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906174      | 02316203210000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906175      | 02316203220000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906176      | 02316203230000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906177      | 02316203240000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906178      | 02316203250000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906179      | 02316203260000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906180      | 02316203270000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906181      | 02316203280000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906182      | 02315909010000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906183      | 02315909020000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906184      | 02315909030000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906185      | 02315909040000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906186      | 02315909050000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906187      | 02315909060000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906188      | 02315909070000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906189      | 02315909080000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906190      | 02315909090000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906191      | 02315909100000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906192      | 02315909110000 | 2             | \$ 3,511.59            | \$ 274.96  |
| 906193      | 02315909120000 | 2             | \$ 3,511.59            | \$ 274.96  |
| 906194      | 02315909130000 | 2             | \$ 3,511.59            | \$ 274.96  |
| 906195      | 02316204010000 | 2             | \$ 3,511.59            | \$ 274.96  |
| 906196      | 02316204020000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906197      | 02316204030000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906198      | 02316204040000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906199      | 02316204050000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 906200      | 02316204060000 | 1             | \$ 3,326.77            | \$ 260.49  |
| 955999      | 02316201220000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956000      | 02316201230000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956001      | 02316201240000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956002      | 02316201250000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956003      | 02316201260000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956004      | 02316201270000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956005      | 02316201280000 | Non-Benefited | \$ -                   | \$ -   |
| 956120      | 02316205010000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956121      | 02316205020000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956122      | 02316205030000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956006      | 02336223010000 | 4             | \$ 136,700.13          | \$ 10,703.58                                     |
| 956007      | 02336223020000 | 6             | \$ 66,197.15           | \$ 5,183.22                                      |

| Property ID | Geographic ID  | Lot Type      | Outstanding Assessment | Annual Installment Due<br>1/31/2023 <sup>1</sup> |
|-------------|----------------|---------------|------------------------|--|
| 956008      | 02336223030000 | Non-Benefited | \$ -                   | \$ -   |
| 956009      | 02336223040000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956010      | 02336223050000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956011      | 02336223060000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956012      | 02336223070000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956013      | 02336223080000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956014      | 02336223090000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956015      | 02336223100000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956016      | 02336223110000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956017      | 02336223120000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956018      | 02336223130000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956019      | 02336223140000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956020      | 02336223150000 | Non-Benefited | \$ -                   | \$ -   |
| 956021      | 02336224010000 | Non-Benefited | \$ -                   | \$ -   |
| 956022      | 02336224020000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956023      | 02336224030000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956024      | 02336224040000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956025      | 02336224050000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956026      | 02336224060000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956027      | 02336224070000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956028      | 02336224080000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956029      | 02336224090000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956030      | 02336224100000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956031      | 02336224110000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956032      | 02336224120000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956033      | 02336224130000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956034      | 02336224140000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956035      | 02336224150000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956036      | 02336224160000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956037      | 02336224170000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956038      | 02336224180000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956039      | 02336224190000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956040      | 02336224200000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956041      | 02336224210000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956042      | 02336224220000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956043      | 02336224230000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956044      | 02336224240000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956045      | 02336224250000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956046      | 02336224260000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956047      | 02336224270000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956048      | 02336224280000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956049      | 02336224290000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956050      | 02336224300000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956051      | 02336224310000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956052      | 02336224320000 | 5             | \$ 4,461.23            | \$ 349.31  |

| Property ID | Geographic ID  | Lot Type      | Outstanding Assessment | Annual Installment Due<br>1/31/2023 <sup>1</sup> |
|-------------|----------------|---------------|------------------------|--|
| 956053      | 02336224330000 | Non-Benefited | \$ -                   | \$ -   |
| 956054      | 02336225010000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956055      | 02336225020000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956056      | 02336225030000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956057      | 02336225040000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956058      | 02336225050000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956059      | 02336225060000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956060      | 02336225070000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956061      | 02336225080000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956062      | 02336226010000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956063      | 02336226020000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956064      | 02336226030000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956065      | 02336226040000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956066      | 02336226050000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956067      | 02336226060000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956068      | 02336226070000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956069      | 02336226080000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956070      | 02336226090000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956071      | 02336226100000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956072      | 02336226110000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956073      | 02336226120000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956074      | 02336226130000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956075      | 02336226140000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956076      | 02336226150000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956077      | 02336226160000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956078      | 02336226170000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956079      | 02336226180000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956080      | 02336226190000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956081      | 02336226200000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956082      | 02336226210000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956083      | 02336226220000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956084      | 02336226230000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956085      | 02336227010000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956086      | 02336227020000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956087      | 02336227030000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956088      | 02336227040000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956089      | 02336227050000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956090      | 02336227060000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956091      | 02336227070000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956092      | 02336227080000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956093      | 02336227090000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956094      | 02336227100000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956095      | 02336227110000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956096      | 02336227120000 | 5             | \$ 4,461.23            | \$ 349.31  |
| 956097      | 02336227130000 | 5             | \$ 4,461.23            | \$ 349.31  |

| Property ID  | Geographic ID  | Lot Type          | Outstanding Assessment | Annual Installment Due<br>1/31/2023 <sup>1</sup> |
|--------------|----------------|-------------------|------------------------|--|
| 956098       | 02336227140000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 956099       | 02336227150000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 956100       | 02336227160000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 956101       | 02336227170000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 956102       | 02336227180000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 956103       | 02336227190000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 956104       | 02336227200000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 956105       | 02336227210000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 956106       | 02336227220000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 956107       | 02336227230000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 956108       | 02336227240000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 956109       | 02336227250000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 956110       | 02336227260000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 956111       | 02336227270000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 956112       | 02336227280000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 956113       | 02336228010000 | Non-Benefited     | \$ -                   | \$ -   |
| 956114       | 02336228020000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 956115       | 02336228030000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 956116       | 02336228040000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 956117       | 02336228050000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 956118       | 02336228060000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 956119       | 02336228070000 | 5                 | \$ 4,461.23            | \$ 349.31  |
| 227197       | 02266002020000 | IA#1 <sup>2</sup> | \$ 316,103.49          | \$ 24,750.82                                     |
| 227198       | 02266002030000 | IA#1 <sup>2</sup> | \$ 163,682.01          | \$ 12,816.26                                     |
| 227199       | 02266002040000 | IA#1 <sup>2</sup> | \$ 782,518.99          | \$ 61,271.02                                     |
| 227211       | 02266002160000 | IA#1 <sup>2</sup> | \$ 174,094.31          | \$ 13,631.54                                     |
| 867526       | 02266002230000 | IA#1 <sup>2</sup> | \$ 72,381.78           | \$ 5,667.47                                      |
| <b>Total</b> |                |                   | <b>\$ 2,890,000.00</b> | <b>\$ 226,286.22</b>                             |

<sup>1</sup> The Annual Installment covers the period September 15, 2022 to September 14, 2023 and is due by January 31, 2023.

<sup>2</sup> Property IDs are found within Improvement Area #1 Remainder Parcel. Until a plat has been recorded within Improvement Area #1 Remainder Parcel, the Assessment and Annual Installment will be allocated between each property ID based on the Travis Central Appraisal District acreage.

<sup>3</sup> Property IDs contain property to be developed as Village Cluster (Lot Type 3). Until the number of Village Cluster units within each Property ID is known, the Assessment and Annual Installment will be allocated between each property ID based on the Travis Central Appraisal District acreage.

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

| Property ID | Geographic ID  | Lot Type      | Outstanding Assessment | Annual Installment Due 1/31/2023 <sup>1</sup> |
|-------------|----------------|---------------|------------------------|---|
| 955999      | 02316201220000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956000      | 02316201230000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956001      | 02316201240000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956002      | 02316201250000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956003      | 02316201260000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956004      | 02316201270000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956005      | 02316201280000 | Non-Benefited | \$ -                   | \$ -  |
| 956120      | 02316205010000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956121      | 02316205020000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956122      | 02316205030000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956007      | 02336223020000 | 6             | \$ 213,035.01          | \$ 14,141.57                                  |
| 956008      | 02336223030000 | Non-Benefited | \$ -                   | \$ -  |
| 956009      | 02336223040000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956010      | 02336223050000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956011      | 02336223060000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956012      | 02336223070000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956013      | 02336223080000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956014      | 02336223090000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956015      | 02336223100000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956016      | 02336223110000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956017      | 02336223120000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956018      | 02336223130000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956019      | 02336223140000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956020      | 02336223150000 | Non-Benefited | \$ -                   | \$ -  |
| 956021      | 02336224010000 | Non-Benefited | \$ -                   | \$ -  |
| 956022      | 02336224020000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956023      | 02336224030000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956024      | 02336224040000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956025      | 02336224050000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956026      | 02336224060000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956027      | 02336224070000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956028      | 02336224080000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956029      | 02336224090000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956030      | 02336224100000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956031      | 02336224110000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956032      | 02336224120000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956033      | 02336224130000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956034      | 02336224140000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956035      | 02336224150000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956036      | 02336224160000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956037      | 02336224170000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956038      | 02336224180000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956039      | 02336224190000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956040      | 02336224200000 | 5             | \$ 14,357.09           | \$ 953.04                                     |

| Property ID | Geographic ID  | Lot Type      | Outstanding Assessment | Annual Installment Due 1/31/2023 <sup>1</sup> |
|-------------|----------------|---------------|------------------------|---|
| 956041      | 02336224210000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956042      | 02336224220000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956043      | 02336224230000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956044      | 02336224240000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956045      | 02336224250000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956046      | 02336224260000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956047      | 02336224270000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956048      | 02336224280000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956049      | 02336224290000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956050      | 02336224300000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956051      | 02336224310000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956052      | 02336224320000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956053      | 02336224330000 | Non-Benefited | \$ -                   | \$ -  |
| 956054      | 02336225010000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956055      | 02336225020000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956056      | 02336225030000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956057      | 02336225040000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956058      | 02336225050000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956059      | 02336225060000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956060      | 02336225070000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956061      | 02336225080000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956062      | 02336226010000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956063      | 02336226020000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956064      | 02336226030000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956065      | 02336226040000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956066      | 02336226050000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956067      | 02336226060000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956068      | 02336226070000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956069      | 02336226080000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956070      | 02336226090000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956071      | 02336226100000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956072      | 02336226110000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956073      | 02336226120000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956074      | 02336226130000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956075      | 02336226140000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956076      | 02336226150000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956077      | 02336226160000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956078      | 02336226170000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956079      | 02336226180000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956080      | 02336226190000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956081      | 02336226200000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956082      | 02336226210000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956083      | 02336226220000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956084      | 02336226230000 | 5             | \$ 14,357.09           | \$ 953.04                                     |
| 956085      | 02336227010000 | 5             | \$ 14,357.09           | \$ 953.04                                     |

| Property ID  | Geographic ID  | Lot Type         | Outstanding Assessment | Annual Installment Due 1/31/2023 <sup>1</sup> |
|--------------|----------------|------------------|------------------------|---|
| 956086       | 02336227020000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956087       | 02336227030000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956088       | 02336227040000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956089       | 02336227050000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956090       | 02336227060000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956091       | 02336227070000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956092       | 02336227080000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956093       | 02336227090000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956094       | 02336227100000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956095       | 02336227110000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956096       | 02336227120000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956097       | 02336227130000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956098       | 02336227140000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956099       | 02336227150000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956100       | 02336227160000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956101       | 02336227170000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956102       | 02336227180000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956103       | 02336227190000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956104       | 02336227200000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956105       | 02336227210000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956106       | 02336227220000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956107       | 02336227230000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956108       | 02336227240000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956109       | 02336227250000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956110       | 02336227260000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956111       | 02336227270000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956112       | 02336227280000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956113       | 02336228010000 | Non-Benefited    | \$ -                   | \$ -  |
| 956114       | 02336228020000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956115       | 02336228030000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956116       | 02336228040000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956117       | 02336228050000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956118       | 02336228060000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 956119       | 02336228070000 | 5                | \$ 14,357.09           | \$ 953.04                                     |
| 227197       | 02266002020000 | N/A <sup>2</sup> | \$ 1,017,281.17        | \$ 67,528.58                                  |
| 227198       | 02266002030000 | N/A <sup>2</sup> | \$ 526,759.85          | \$ 34,967.07                                  |
| 227199       | 02266002040000 | N/A <sup>2</sup> | \$ 2,518,294.99        | \$ 167,168.02                                 |
| 227211       | 02266002160000 | N/A <sup>2</sup> | \$ 560,268.62          | \$ 37,191.43                                  |
| 867526       | 02266002230000 | N/A <sup>2</sup> | \$ 232,938.32          | \$ 15,462.78                                  |
| <b>Total</b> |                |                  | <b>\$ 6,734,000.00</b> | <b>\$ 447,012.54</b>                          |

<sup>1</sup> The Annual Installment covers the period September 15, 2022 to September 14, 2023 and is due by January 31, 2023.

<sup>2</sup> Property IDs are found within the Improvement Area #1 Remainder Parcel. Until a plat has been recorded within the Improvement Area #1 Remainder Parcel, the Assessment and Annual Installment will be allocated between each property ID based on the Travis Central Appraisal District acreage.



## EXHIBIT J – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS

| Annual Installments Due | Principal              | Interest               | Additional Interest  | Annual Collection Costs | Total Annual Installment |
|-------------------------|------------------------|------------------------|----------------------|-------------------------|--------------------------|
| 1/31/2023               | \$ 65,000.00           | \$ 128,818.76          | \$ 14,450.00         | \$ 18,017               | \$ 226,286.22            |
| 1/31/2024               | \$ 65,000.00           | \$ 126,381.26          | \$ 14,125.00         | \$ 18,378               | \$ 223,884.07            |
| 1/31/2025               | \$ 70,000.00           | \$ 123,943.76          | \$ 13,800.00         | \$ 18,745               | \$ 226,489.12            |
| 1/31/2026               | \$ 70,000.00           | \$ 121,318.76          | \$ 13,450.00         | \$ 19,120               | \$ 223,889.03            |
| 1/31/2027               | \$ 70,000.00           | \$ 118,431.26          | \$ 13,100.00         | \$ 19,503               | \$ 221,033.93            |
| 1/31/2028               | \$ 75,000.00           | \$ 115,543.76          | \$ 12,750.00         | \$ 19,893               | \$ 223,186.49            |
| 1/31/2029               | \$ 75,000.00           | \$ 112,450.00          | \$ 12,375.00         | \$ 20,291               | \$ 220,115.58            |
| 1/31/2030               | \$ 80,000.00           | \$ 109,356.26          | \$ 12,000.00         | \$ 20,696               | \$ 222,052.65            |
| 1/31/2031               | \$ 80,000.00           | \$ 106,056.26          | \$ 11,600.00         | \$ 21,110               | \$ 218,766.58            |
| 1/31/2032               | \$ 85,000.00           | \$ 102,456.26          | \$ 11,200.00         | \$ 21,533               | \$ 220,188.79            |
| 1/31/2033               | \$ 90,000.00           | \$ 98,631.26           | \$ 10,775.00         | \$ 21,963               | \$ 221,369.44            |
| 1/31/2034               | \$ 95,000.00           | \$ 94,581.26           | \$ 10,325.00         | \$ 22,402               | \$ 222,308.70            |
| 1/31/2035               | \$ 95,000.00           | \$ 90,306.26           | \$ 9,850.00          | \$ 22,850               | \$ 218,006.75            |
| 1/31/2036               | \$ 100,000.00          | \$ 86,031.26           | \$ 9,375.00          | \$ 23,308               | \$ 218,713.76            |
| 1/31/2037               | \$ 105,000.00          | \$ 81,531.26           | \$ 8,875.00          | \$ 23,774               | \$ 219,179.91            |
| 1/31/2038               | \$ 110,000.00          | \$ 76,806.26           | \$ 8,350.00          | \$ 24,249               | \$ 219,405.38            |
| 1/31/2039               | \$ 115,000.00          | \$ 71,856.26           | \$ 7,800.00          | \$ 24,734               | \$ 219,390.37            |
| 1/31/2040               | \$ 120,000.00          | \$ 66,681.26           | \$ 7,225.00          | \$ 25,229               | \$ 219,135.05            |
| 1/31/2041               | \$ 125,000.00          | \$ 61,281.26           | \$ 6,625.00          | \$ 25,733               | \$ 218,639.62            |
| 1/31/2042               | \$ 130,000.00          | \$ 55,500.00           | \$ 6,000.00          | \$ 26,248               | \$ 217,748.03            |
| 1/31/2043               | \$ 135,000.00          | \$ 49,487.50           | \$ 5,350.00          | \$ 26,773               | \$ 216,610.49            |
| 1/31/2044               | \$ 140,000.00          | \$ 43,243.76           | \$ 4,675.00          | \$ 27,308               | \$ 215,227.21            |
| 1/31/2045               | \$ 145,000.00          | \$ 36,768.76           | \$ 3,975.00          | \$ 27,855               | \$ 213,598.38            |
| 1/31/2046               | \$ 150,000.00          | \$ 30,062.50           | \$ 3,250.00          | \$ 28,412               | \$ 211,724.21            |
| 1/31/2047               | \$ 160,000.00          | \$ 23,125.00           | \$ 2,500.00          | \$ 28,980               | \$ 214,604.95            |
| 1/31/2048               | \$ 165,000.00          | \$ 15,725.00           | \$ 1,700.00          | \$ 29,560               | \$ 211,984.55            |
| 1/31/2049               | \$ 175,000.00          | \$ 8,093.76            | \$ 875.00            | \$ 30,151               | \$ 214,119.50            |
| <b>Total</b>            | <b>\$ 2,890,000.00</b> | <b>\$ 2,154,468.96</b> | <b>\$ 236,375.00</b> | <b>\$ 636,814.81</b>    | <b>\$ 5,917,658.77</b>   |

*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 K – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

| Annual Installments Due | Principal           | Interest <sup>1</sup> | Annual Collection Costs | Total Annual Installment |
|-------------------------|---------------------|-----------------------|-------------------------|--------------------------|
| 1/31/2023               | \$ 102,000          | \$ 303,030            | \$ 41,983               | \$ 447,013               |
| 1/31/2024               | 107,000             | 298,440               | 42,822                  | 448,262                  |
| 1/31/2025               | 112,000             | 293,625               | 43,679                  | 449,304                  |
| 1/31/2026               | 117,000             | 288,585               | 44,552                  | 450,137                  |
| 1/31/2027               | 122,000             | 283,320               | 45,443                  | 450,763                  |
| 1/31/2028               | 128,000             | 277,830               | 46,352                  | 452,182                  |
| 1/31/2029               | 133,000             | 272,070               | 47,279                  | 452,349                  |
| 1/31/2030               | 139,000             | 266,085               | 48,225                  | 453,310                  |
| 1/31/2031               | 146,000             | 259,830               | 49,189                  | 455,019                  |
| 1/31/2032               | 152,000             | 253,260               | 50,173                  | 455,433                  |
| 1/31/2033               | 159,000             | 246,420               | 51,176                  | 456,596                  |
| 1/31/2034               | 166,000             | 239,265               | 52,200                  | 457,465                  |
| 1/31/2035               | 174,000             | 231,795               | 53,244                  | 459,039                  |
| 1/31/2036               | 182,000             | 223,965               | 54,309                  | 460,274                  |
| 1/31/2037               | 190,000             | 215,775               | 55,395                  | 461,170                  |
| 1/31/2038               | 198,000             | 207,225               | 56,503                  | 461,728                  |
| 1/31/2039               | 207,000             | 198,315               | 57,633                  | 462,948                  |
| 1/31/2040               | 216,000             | 189,000               | 58,786                  | 463,786                  |
| 1/31/2041               | 226,000             | 179,280               | 59,961                  | 465,241                  |
| 1/31/2042               | 236,000             | 169,110               | 61,161                  | 466,271                  |
| 1/31/2043               | 247,000             | 158,490               | 62,384                  | 467,874                  |
| 1/31/2044               | 258,000             | 147,375               | 63,632                  | 469,007                  |
| 1/31/2045               | 270,000             | 135,765               | 64,904                  | 470,669                  |
| 1/31/2046               | 282,000             | 123,615               | 66,202                  | 471,817                  |
| 1/31/2047               | 295,000             | 110,925               | 67,526                  | 473,451                  |
| 1/31/2048               | 308,000             | 97,650                | 68,877                  | 474,527                  |
| 1/31/2049               | 322,000             | 83,790                | 70,254                  | 476,044                  |
| 1/31/2050               | 491,000             | 69,300                | 71,659                  | 631,959                  |
| 1/31/2051               | 513,000             | 47,205                | 73,093                  | 633,298                  |
| 1/31/2052               | 536,000             | 24,120                | 74,554                  | 634,674                  |
| <b>Total</b>            | <b>\$ 6,734,000</b> | <b>\$ 5,894,460</b>   | <b>\$ 1,703,151</b>     | <b>\$ 14,331,611</b>     |

<sup>1</sup> Interest is calculated at a 4.50% rate.

*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 L-1 – ALLOCATION OF MAJOR IMPROVEMENT AREA ASSESSMENTS BETWEEN PHASE 1, PHASE 1 COMMERCIAL, AND IMPROVEMENT AREA #1 ASSESSED PROPERTY**

| Lot Type   | Land use           | Units   | Estimated Buildout Value Per Unit | Total Assessed Value  | Major Improvement Area % Allocation | Major Improvement Area Assessment Allocation [a][b] |
|--|--------------------|---------|-----------------------------------|-----------------------|-------------------------------------|---|
| <b>Phase 1</b>   |                    |         |                                   |                       |                                     |   |
| 1  | 50' Lot            | 111     | \$ 270,000                        | \$ 29,970,000         | 12.78%                              | \$ 369,271.33                                       |
| 2  | 60' Lot            | 7       | 285,000                           | 1,995,000             | 0.85%                               | 24,581.12   |
| 3  | Village Cluster    | 94      | 230,500                           | 21,667,000            | 9.24%                               | 266,967.03  |
| 4  | Phase 1 Commercial | 56,413  | 197                               | 11,094,560            | 4.73%                               | 136,700.13  |
| <b>Subtotal</b>  |                    |         |                                   | <b>\$ 64,726,560</b>  | <b>27.60%</b>                       | <b>\$ 797,519.61</b>                                |
| <b>Improvement Area #1 (Formerly Remainder Parcel)</b> |                    |         |                                   |                       |                                     |   |
|  | 50' Lot            | 340     | \$ 284,665                        | \$ 96,786,144         | 41.26%                              |   |
|  | 60' Lot            | 40      | \$ 299,364                        | 11,974,560            | 5.11%                               |   |
|  | Village Cluster    | 30      | \$ 239,720                        | 7,191,600             | 3.07%                               |   |
|  | Office             | 198,722 | \$ 214                            | 42,520,272            | 18.13%                              |   |
|  | Restaurant         | 25,522  | \$ 194.5                          | 4,963,350             | 2.12%                               |   |
|  | Retail             | 33,111  | \$ 193.0                          | 6,389,437             | 2.72%                               |   |
| <b>Subtotal</b>  |                    |         |                                   | <b>\$ 169,825,363</b> | <b>72.40%</b>                       | <b>\$ 2,092,480.39</b>                              |
| <b>Total</b>   |                    |         |                                   | <b>\$ 234,551,923</b> | <b>100.00%</b>                      | <b>\$ 2,890,000</b>                                 |

[a] The allocation between Phase 1 (27.60% of Major Improvement Assessments) and Improvement Area #1 Assessments (72.40%) was determined in the 2019 Service and Assessment Plan and will not change. The allocation of Major Improvement Area Assessments within Improvement Area #1 is shown on **Exhibit L-2**, which reflects updated land use assumptions for the parcels within Improvement Area #1.

[b] Total Major Improvement Area Assessment represents amount outstanding following the 1/31/22 Major Improvement Area Annual Installment.

**EXHIBIT L-2 ALLOCATION OF IMPROVEMENT AREA #1 ASSESSMENTS BETWEEN IMPROVEMENT AREA #1  
ASSESSED PROPERTY**

| Lot Type                                    | Land use           | Units  | Estimated Buildout Value<br>Per Unit | Total Assessed Value  | Total Allocation | Improvement Area #1<br>Allocation of Major<br>Improvements [a] | Improvement Area #1<br>Allocation of<br>Improvement Area #1<br>Improvements |
|---|--------------------|--------|--------------------------------------|-----------------------|------------------|--|---|
| <b>Phase 2</b>                              |                    |        |                                      |                       |                  |  |   |
| 5   | 50' Lot            | 116    | \$ 434,463                           | \$ 50,397,708         | 24.73%           | \$ 517,502.67  | \$ 1,665,422.04   |
| 6   | Phase 2 Commercial | 28,652 | 225                                  | \$ 6,446,700          | 3.16%            | \$ 66,197.15   | \$ 213,035.01   |
| <b>Subtotal</b>                             |                    |        |                                      | <b>\$ 56,844,408</b>  | <b>27.90%</b>    | <b>\$ 583,699.81</b>   | <b>\$ 1,878,457.05</b>  |
| <b>Improvement Area #1 Remainder Parcel</b> |                    |        |                                      |                       |                  |  |   |
|   | 50' Lot            | 263    | \$ 434,463                           | \$ 114,263,769        |                  |  |   |
|   | Village Cluster    | 30     | \$ 450,000                           | \$ 13,500,000         |                  |  |   |
|   | Commercial         | 85,204 | \$ 225                               | \$ 19,170,900         |                  |  |   |
| <b>Subtotal</b>                             |                    |        |                                      | <b>\$ 146,934,669</b> | <b>72.10%</b>    | <b>\$ 1,508,780.58</b>   | <b>\$ 4,855,543</b>   |
| <b>Total</b>                                |                    |        |                                      | <b>\$ 203,779,077</b> | <b>100.00%</b>   | <b>\$ 2,092,480.39</b>   | <b>\$ 6,734,000.00</b>  |

[a] Total Major Improvement Area Assessment represents amount outstanding following the 1/31/22 Major Improvement Area Annual Installment.

**EXHIBIT M – MAXIMUM ASSESSMENT BY LOT TYPE**

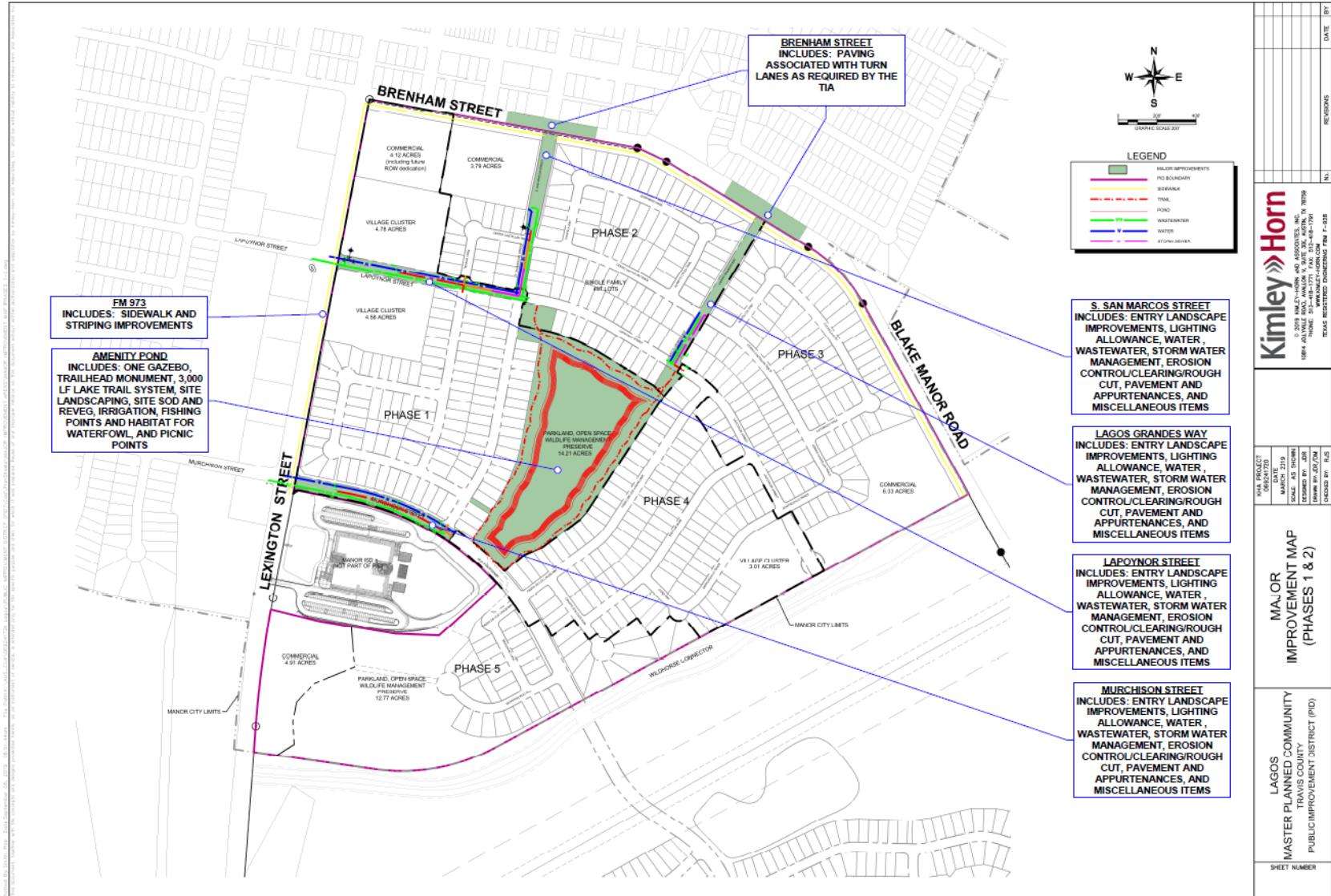
| Lot Type                   | Land Use           | Maximum MIA Assessment <sup>1,2</sup> Per Unit/SF | Maximum Improvement Area #1 Assessment <sup>2</sup> per Unit/SF | Maximum Total Assessment <sup>2</sup> per Unit/SF |
|----------------------------|--------------------|---|---|---|
| <b>Phase 1</b>             |                    |   |   |   |
| 1                          | 50' Lot            | \$ 3,326.77                                       | \$ -  | \$ 3,326.77                                       |
| 2                          | 60' Lot            | \$ 3,511.59                                       | \$ -  | \$ 3,511.59                                       |
| 3                          | Village Cluster    | \$ 2,840.07                                       | \$ -  | \$ 2,840.07                                       |
| 4                          | Phase 1 Commercial | \$ 136,700.13                                     | \$ -  | \$ 136,700.13                                     |
| <b>Improvement Area #1</b> |                    |   |   |   |
| 5                          | 50' Lot            | \$ 4,461.23                                       | \$ 14,357.09  | \$ 18,818.32                                      |
| 6                          | Phase 2 Commercial | \$ 66,197.15                                      | \$ 213,035.01   | \$ 279,232.16                                     |
|                            | Village Cluster    | \$ 4,620.77                                       | \$ 14,870.52  | \$ 19,491.29                                      |
|                            | Commercial         | \$ 2.31   | \$ 7.44   | \$ 9.75   |

<sup>1</sup> Amount outstanding following 1/31/22 Annual Installment.

<sup>2</sup> Amounts to be reduced each year to account for principal payments made as part of the Annual Installment.

Maximum Assessment will be calculated at the time a final plat is approved or a building permit is issued for retail, office, or restaurant uses.

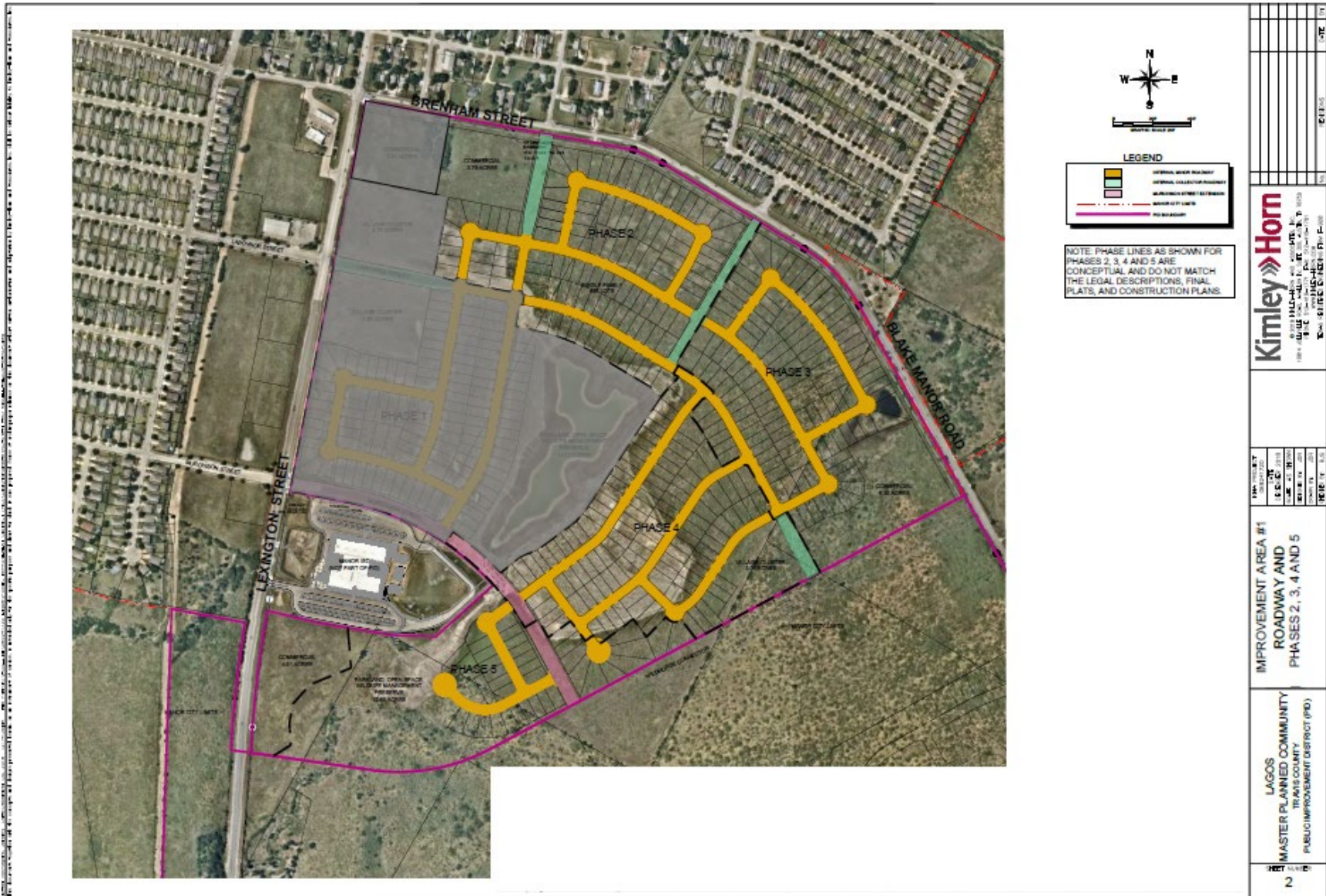
# EXHIBIT N – MAP OF MAJOR IMPROVEMENTS



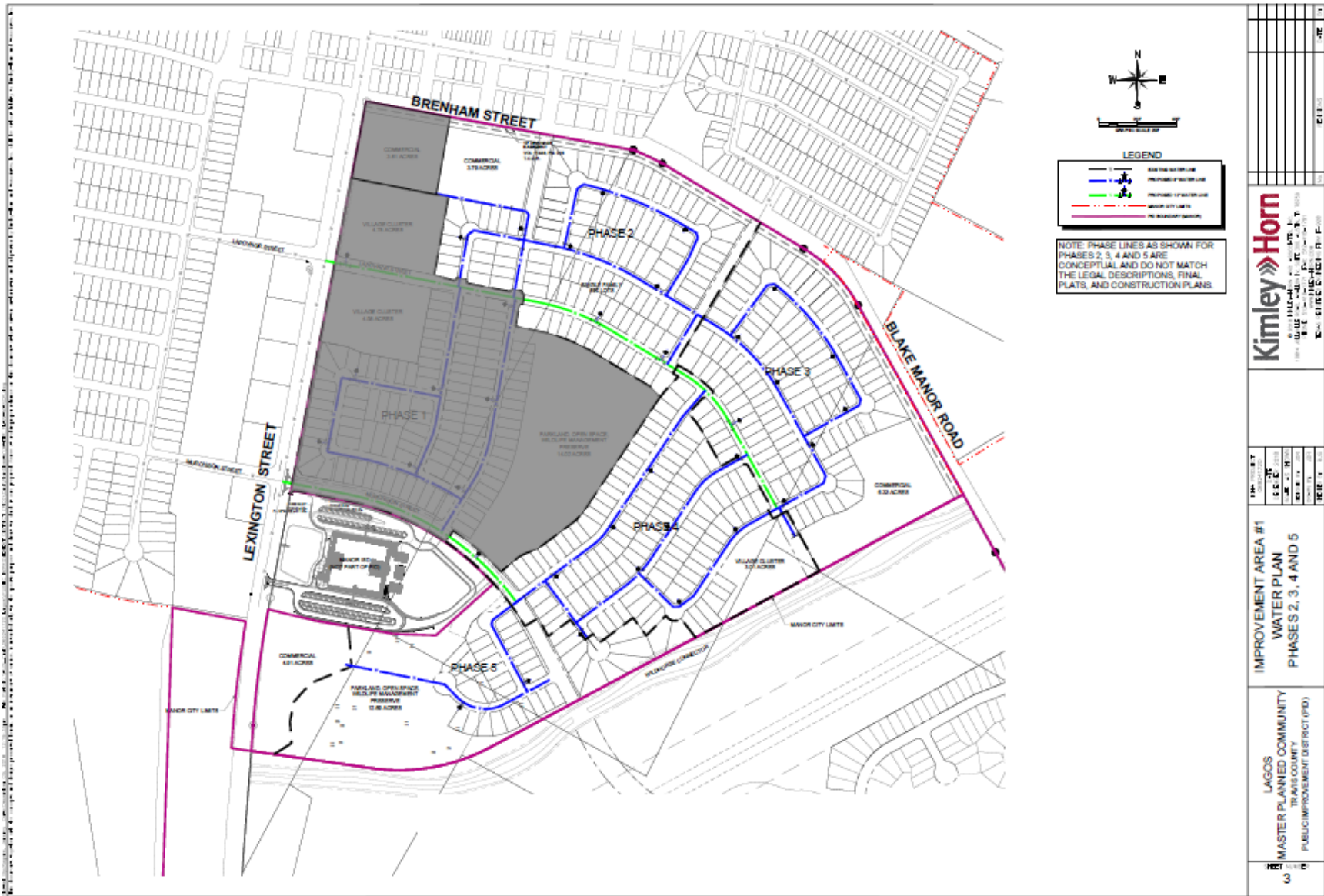
# EXHIBIT O – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS

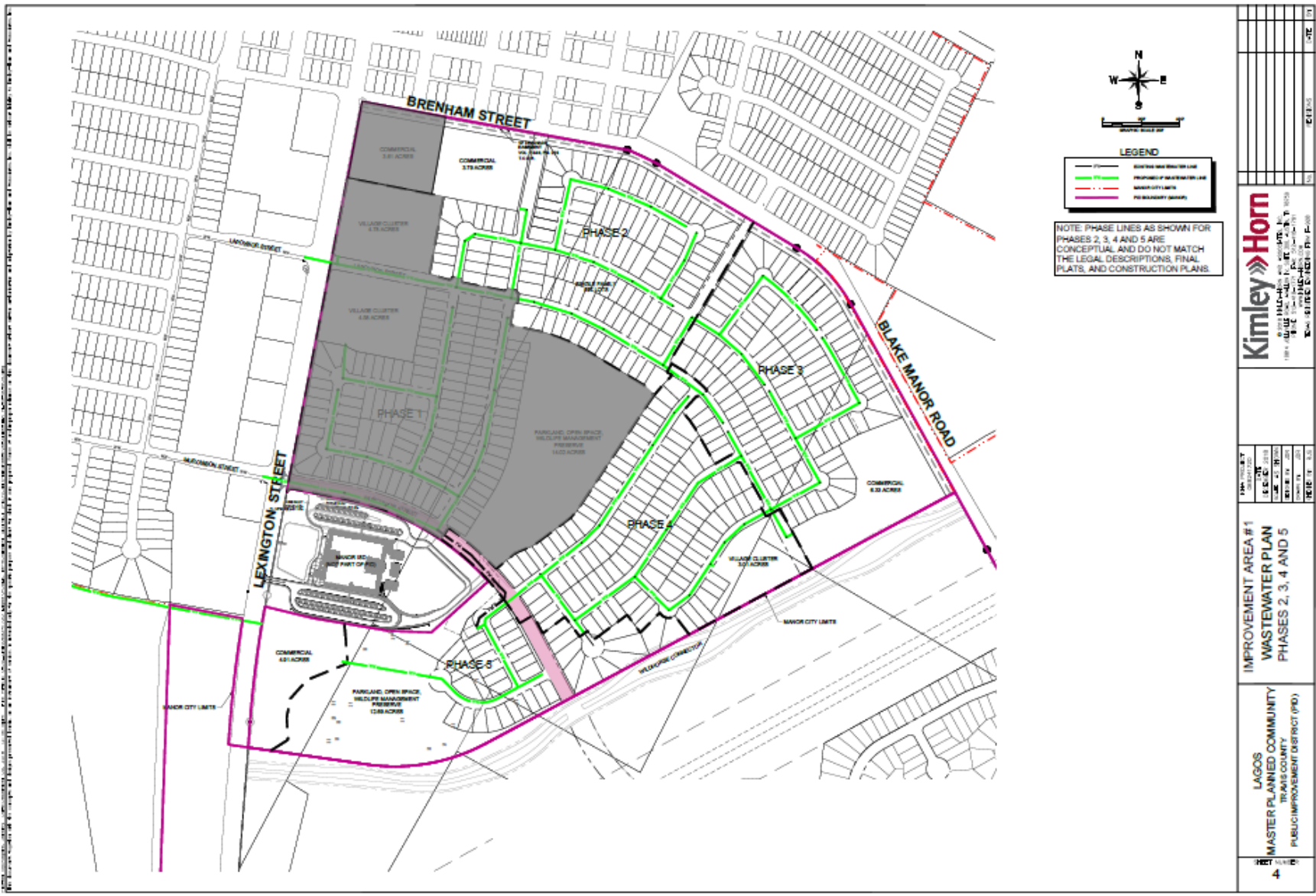
















**EXHIBIT P – NOTICE OF PID ASSESSMENT TERMINATION**



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

[Date]  
Travis County Clerk's Office  
Honorable [County Clerk Name]  
5501 Airport Boulevard  
Austin, Texas 78751

**Re: City of Manor Lien Release documents for filing**

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

Enclosed is a lien release that the City of Manor 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 Manor  
Attn: [City Secretary]  
105 E. Eggleston Street  
Manor, TX 78653

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

Sincerely,  
[Signature]

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





**EXHIBIT Q – NOTICE OF PID ASSESSMENT TERMINATION  
(IMPROVEMENT AREA #1)**



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

---

[Date]  
Travis County Clerk's Office  
Honorable [County Clerk Name]  
5501 Airport Boulevard  
Austin, Texas 78751

**Re: City of Manor Lien Release documents for filing**

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

Enclosed is a lien release that the City of Manor 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 Manor  
Attn: [City Secretary]  
105 E. Eggleston Street  
Manor, TX 78653

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

Sincerely,  
[Signature]

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

**AFTER RECORDING RETURN TO:**

**[City Secretary Name]  
105 E. Eggleston Street  
Manor, TX 78653**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN**

|                         |          |  |
|-------------------------|----------|--|
| <b>STATE OF TEXAS</b>   | <b>§</b> |  |
|                         | <b>§</b> | <b>KNOW ALL MEN BY THESE PRESENTS:</b> |
| <b>COUNTY OF TRAVIS</b> | <b>§</b> |  |

**THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN** (this "Full Release") is executed and delivered as of the Effective Date by the City of Manor, Texas, a Texas home rule municipality.

**RECITALS**

**WHEREAS**, the governing body (hereinafter referred to as the "City Council") of the City of Manor, Texas (hereinafter referred to as the "City"), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

**WHEREAS**, on or about March 20, 2019, the City Council for the City, approved Resolution No. 2019-02, creating the Lagos Public Improvement District; and

**WHEREAS**, the Lagos Public Improvement District consists of approximately 173 contiguous acres located within the City; and

**WHEREAS**, on or about October 16, 2019, the City Council, approved an ordinance, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Lagos Public Improvement District; and

**WHEREAS**, Improvement Area #1 consists of approximately 120.582 contiguous acres within the Lagos Public Improvement District; and



**WHEREAS**, on or about \_\_\_\_\_, the City Council, approved an ordinance, (hereinafter referred to as the "Improvement Area #1 Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within Improvement Area #1 of the Lagos Public Improvement District; and

**WHEREAS**, the Assessment Ordinance and Improvement Area #1 Assessment Ordinance collectively imposed assessments in the amount of \$\_\_\_\_\_ (hereinafter referred to as the "Lien Amount") for the following property:

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

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

**RELEASE**

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

**EXECUTED** to be **EFFECTIVE** this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF MANOR, TEXAS,**

A Texas home rule municipality,

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

[Manager Name], City Manager

**ATTEST:**

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

**STATE OF TEXAS** §

§

**COUNTY OF TRAVIS** §

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

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

**EXHIBIT R – PHASE 1 COMMERCIAL LEGAL DESCRIPTION**

**A METES AND BOUNDS  
DESCRIPTION OF A  
4.120 ACRE TRACT OF LAND**

**BEING** 4.120 acre (179,467 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas; being a portion of that certain 675.6978 acre tract described in instrument to 706 Investment Partnership, LTD, as described in document No. 2005114143 of the Official Public Records of Travis County; and being more particularly described as follows:

**BEGINNING**, at a 1/2-inch iron rod with a plastic cap stamped "KHA" set at the intersection of the southerly right-of-way line of Blake Manor Road (width varies), with the easterly right-of-way line of F.M. 973 (100' width), marking the northwest corner of said 675.6978 acre tract;

**THENCE**, South 79°43'00" East, 440.25 feet along the southerly right-of-way line of said Blake Manor to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for the northeast corner of herein described tract;

**THENCE**, South 10°19'09" West, 408.18 feet crossing said 675.6978 acre tract to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the northeasterly line of Lot 1, Block B, Lagos Phase 1, plat of which is recorded in Document No. 201800065 of the Official Public Records of Travis County;

**THENCE**, North 79°02'12" West, 444.81 feet along the northeasterly line of said Lot 1, Block B to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the easterly right-of-way line of said F.M. 973 for the southwest corner of herein described tract;

**THENCE**, North 10°57'49" East, 402.93 feet along the easterly right-of-way line of said F.M. 973 to the **POINT OF BEGINNING** and containing 4.120 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.



*John G. Mosier*  
9-3-2019

JOHN G. MOSIER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
greg.mosier@kimley-horn.com

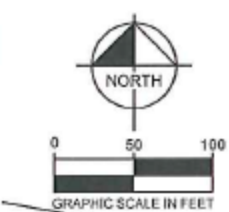
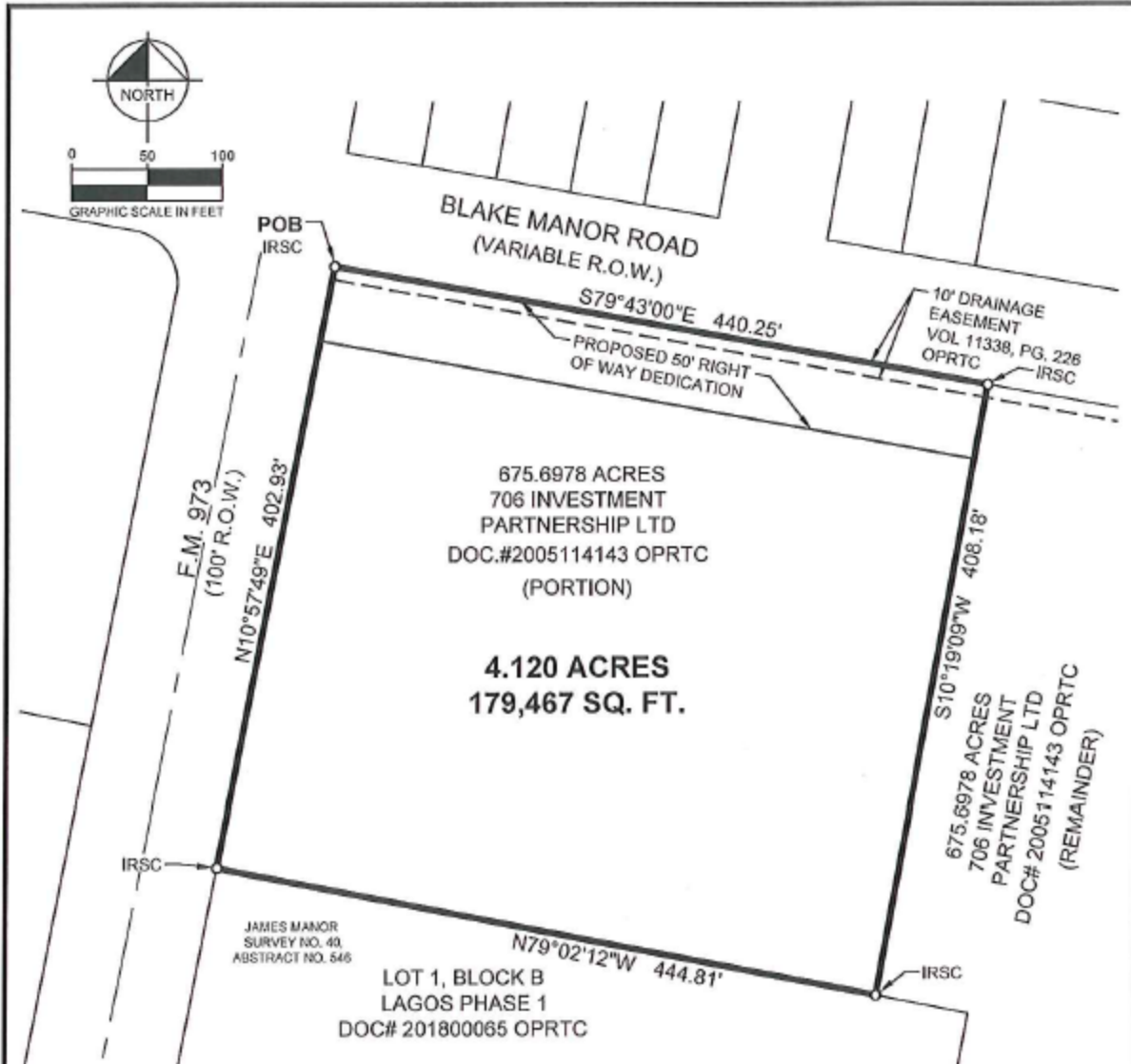
**EXHIBIT OF A  
4.120 ACRE TRACT  
JAMES MANOR SURVEY NO. 40  
ABSTRACT NO. 546  
CITY OF MANOR, TRAVIS COUNTY, TEXAS**

**Kimley»Horn**

601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

| Scale | Drawn by | Checked by | Date      | Project No. | Sheet No. |
|-------|----------|------------|-----------|-------------|-----------|
| N/A   | MAV      | JGM        | SEP. 2019 | 009241722   | 1 OF 2    |

MOSIER, GREG 9/3/2019 10:01 AM Y:\SNAFFO\DATA\PROJECTS\NA\_SURVEY\099241722-LAGOS COMMUNITY\DWG\EXHIBITS\4.120 LEGAL FOR COMMERCIAL TRACT.DWG



**LEGEND**  
 POB = POINT OF BEGINNING  
 IRSC = 1/2" IRON ROD W/ "KHA" CAP SET  
 OPRTC = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY

**NOTES:**  
 The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet.



JOHN G. MOSIER  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6330  
 601 NW LOOP 410, SUITE 350  
 SAN ANTONIO, TEXAS 78216  
 PH. 210-541-9166  
 greg.mosier@kimley-horn.com

*John G. Mosier*  
 9-3-2019

EXHIBIT OF A  
 4.120 ACRE TRACT  
 JAMES MANOR SURVEY NO. 40  
 ABSTRACT NO. 546  
 CITY OF MANOR, TRAVIS COUNTY, TEXAS

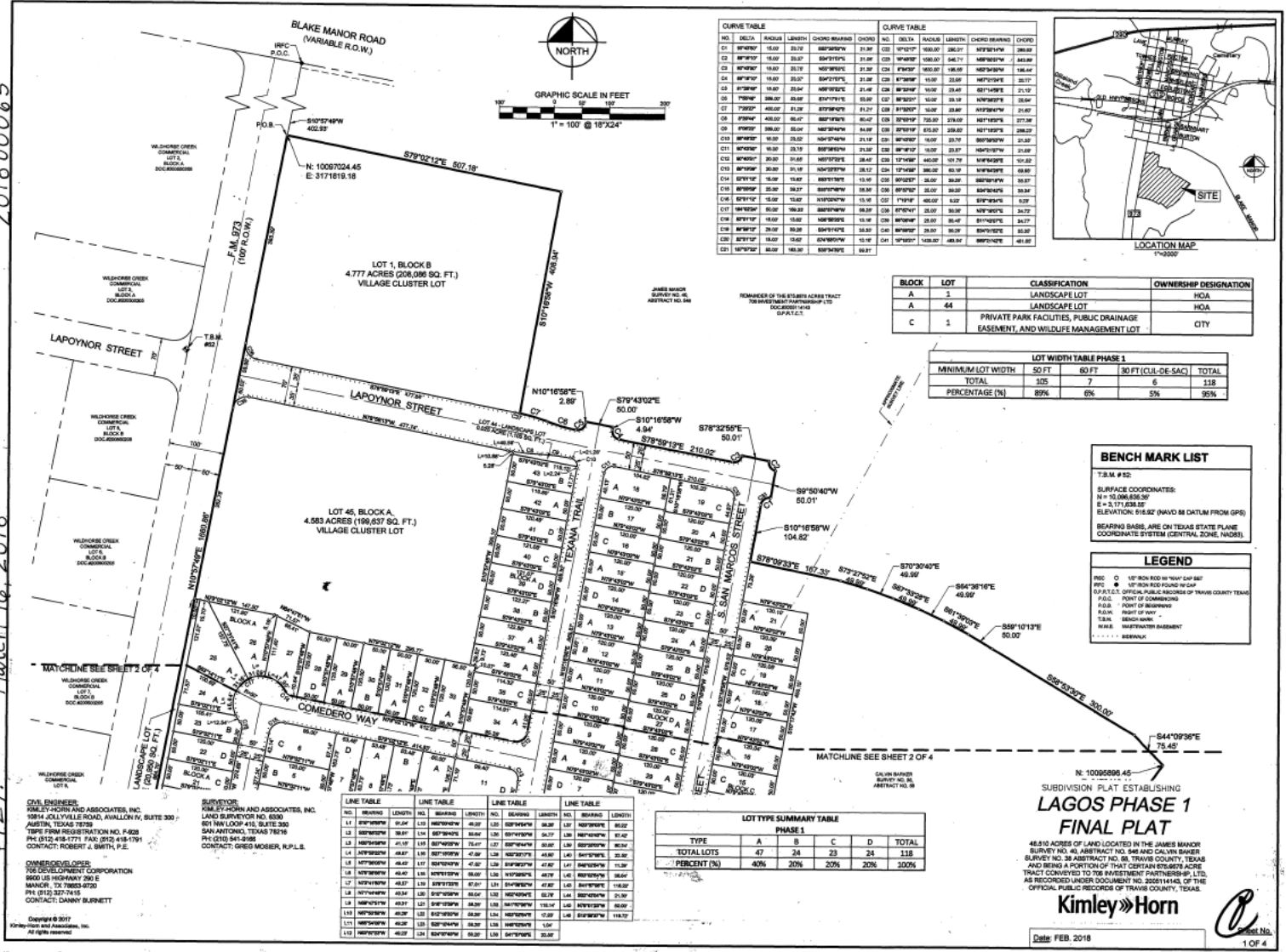
**Kimley»Horn**  
 601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10103973 Tel. No. (210) 541-9166 www.kimley-horn.com

| Scale     | Drawn by | Checked by | Date        | Project No. | Sheet No. |
|-----------|----------|------------|-------------|-------------|-----------|
| 1" = 500' | MAV      | JGM        | AUGUST 2019 | 069241722   | 2 OF 2    |

MOSIER, GREG 9/3/2019 10:13 AM W:\NAFF\01\DATA\PROJECT\5NA\_SURVEY\069241722-LAGOS COMMUNITY\DWG\EXHIBITS\4.120 LEGAL FOR COMMERCIAL TRACT.DWG

# EXHIBIT S-1 – PHASE 1 PLAT

201800065  
March 16, 2018  
\$129.00



| CURVE TABLE |             |        |               | CURVE TABLE |     |             |        |
|-------------|-------------|--------|---------------|-------------|-----|-------------|--------|
| NO.         | BEARING     | LENGTH | CHORD BEARING | CHORD       | NO. | BEARING     | LENGTH |
| C1          | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C1  | S79°02'12"E | 408.82 |
| C2          | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C2  | S79°02'12"E | 408.82 |
| C3          | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C3  | S79°02'12"E | 408.82 |
| C4          | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C4  | S79°02'12"E | 408.82 |
| C5          | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C5  | S79°02'12"E | 408.82 |
| C6          | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C6  | S79°02'12"E | 408.82 |
| C7          | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C7  | S79°02'12"E | 408.82 |
| C8          | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C8  | S79°02'12"E | 408.82 |
| C9          | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C9  | S79°02'12"E | 408.82 |
| C10         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C10 | S79°02'12"E | 408.82 |
| C11         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C11 | S79°02'12"E | 408.82 |
| C12         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C12 | S79°02'12"E | 408.82 |
| C13         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C13 | S79°02'12"E | 408.82 |
| C14         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C14 | S79°02'12"E | 408.82 |
| C15         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C15 | S79°02'12"E | 408.82 |
| C16         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C16 | S79°02'12"E | 408.82 |
| C17         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C17 | S79°02'12"E | 408.82 |
| C18         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C18 | S79°02'12"E | 408.82 |
| C19         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C19 | S79°02'12"E | 408.82 |
| C20         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C20 | S79°02'12"E | 408.82 |
| C21         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C21 | S79°02'12"E | 408.82 |
| C22         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C22 | S79°02'12"E | 408.82 |
| C23         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C23 | S79°02'12"E | 408.82 |
| C24         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C24 | S79°02'12"E | 408.82 |
| C25         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C25 | S79°02'12"E | 408.82 |
| C26         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C26 | S79°02'12"E | 408.82 |
| C27         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C27 | S79°02'12"E | 408.82 |
| C28         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C28 | S79°02'12"E | 408.82 |
| C29         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C29 | S79°02'12"E | 408.82 |
| C30         | S79°02'12"E | 408.82 | S79°02'12"E   | 408.82      | C30 | S79°02'12"E | 408.82 |



| BLOCK | LOT | CLASSIFICATION   | OWNERSHIP DESIGNATION |
|-------|-----|--|-----------------------|
| A     | 1   | LANDSCAPE LOT  | HOA                   |
| A     | 44  | LANDSCAPE LOT  | HOA                   |
| C     | 1   | PRIVATE PARK FACILITIES, PUBLIC DRAINAGE EASEMENT, AND WILDLIFE MANAGEMENT LOT | CITY                  |

| LOT WIDTH TABLE PHASE 1 |       |       |                    |       |
|-------------------------|-------|-------|--------------------|-------|
| MINIMUM LOT WIDTH       | 50 FT | 60 FT | 30 FT (CUL-DE-SAC) | TOTAL |
| TOTAL                   | 305   | 7     | 6                  | 118   |
| PERCENTAGE (%)          | 89%   | 6%    | 5%                 | 95%   |

**BENCH MARK LIST**  
 T.B.M. # 52:  
 SURFACE COORDINATES:  
 N = 10,086,636.29  
 E = 3,171,538.57  
 ELEVATION: 1,952.82 (NAVD 83 DATUM FROM GPS)  
 BEARING: 88°50'40"W  
 COORDINATE SYSTEM: CENTRAL ZONE, NAD 83

**LEGEND**  
 P.O.C. 1" = 100' ROD IN "W" CAP  
 P.F.C. 1" = 100' ROD IN "W" CAP  
 P.O.C. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS  
 P.O.B. POINT OF BEGINNING  
 R.O.W. RIGHT OF WAY  
 T.B.M. BENCH MARK  
 H.W.E. HIGHWAY EASEMENT  
 DASHED LINE SEWER

| LOT TYPE SUMMARY TABLE |         |     |     |     |       |
|------------------------|---------|-----|-----|-----|-------|
| TYPE                   | PHASE 1 |     |     |     | TOTAL |
|                        | A       | C   | D   | B   |       |
| TOTAL LOTS             | 47      | 24  | 23  | 24  | 118   |
| PERCENT (%)            | 40%     | 20% | 20% | 20% | 300%  |

**CIVIL ENGINEERS**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 1984 JOLLYVILLE ROAD, AVALON IV, SUITE 300  
 AUSTIN, TEXAS 78759  
 TYPE FIRM REGISTRATION NO. F-628  
 P.E. (SIC) 458-0771 FAX: (512) 418-1791  
 CONTACT: ROBERT J. SMITH, P.E.

**SURVEYOR**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 LAND SURVEYOR NO. 6390  
 601 NW LOOP 415, SUITE 300  
 SAN ANTONIO, TEXAS 78216  
 P.L. (SIC) 541-0285  
 CONTACT: GREG MOSEBER, R.P.L.S.

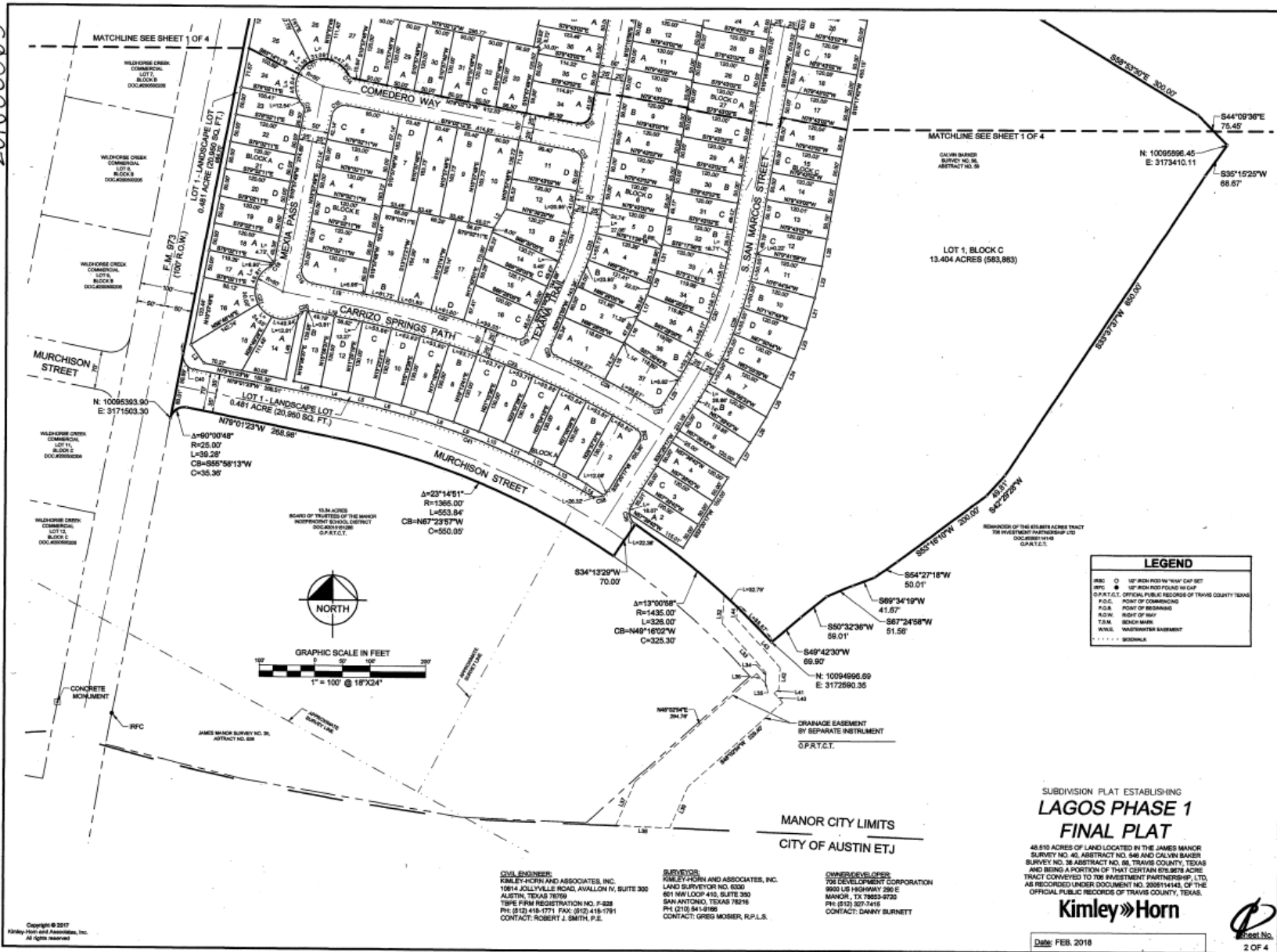
**OWNER/DEVELOPER**  
 THE DEVELOPMENT CORPORATION  
 860 US HIGHWAY 29 E  
 MANOR, TX 78653-8750  
 P.O. (SIC) 357-1515  
 CONTACT: DANNY BURNETT

Copyright © 2017  
 Kimley-Horn and Associates, Inc.  
 All rights reserved.

N 10085906 AS  
 SUBDIVISION PLAT ESTABLISHING  
**LAGOS PHASE 1**  
**FINAL PLAT**  
 48.15 ACRES OF LAND LOCATED IN THE JAMES MANOR SURVEY NO. 38 ABSTRACT NO. 68 TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN EIGHT ACRES TRACT CONVEYED TO THE INVESTMENT PARTNERSHIP, LTD. AS RECORDED UNDER DOCUMENT NO. 2081146 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.  
**Kimley-Horn**  
 Date: FEB. 2018  
 1 OF 4



201800065



201800065

THE STATE OF TEXAS X  
COUNTY OF TRAVIS X

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TWS DEVELOPMENT CORPORATION, A TEXAS CORPORATION, THE OWNER OF 48.510 ACRE TRACT OF LAND IN THE JAMES MANOR SURVEY NUMBER 40, ABSTRACT NUMBER 548, AND CALVIN BAKER SURVEY NUMBER 56, ABSTRACT NUMBER 88, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 576.926 ACRE TRACT, CONVEYED TO TWS INVESTMENT PARTNERSHIP, LTD., AS RECORDED UNDER DOCUMENT NUMBER 200511443, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND HITHERTO HEREBY SUBDIVIDED SAID, HAVING BEEN APPROVED FOR SUBDIVISION PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "LAGOS PHASE 1" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 48.510 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS "LAGOS PHASE 1" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, PUBLIC EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREON EXPRESSED, SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND AND SEAL:

BY: [Signature] 2/26/2018  
708 DEVELOPMENT CORPORATION  
8900 US HIGHWAY 290 E  
MANOR, TX 78655-9720

THE STATE OF TEXAS X  
COUNTY OF TRAVIS X

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 16 DAY OF February, 2018, BY [Signature] AS President OF 708 DEVELOPMENT CORPORATION, ON BEHALF OF SAID CORPORATION.

[Signature]  
NOTARY PUBLIC  
NOTARY REGISTRATION NUMBER 124540509  
MY COMMISSION EXPIRES 6/30/2019



CONSENT OF LIENHOLDER

THE UNDERSIGNED, BEING THE HOLDER OF A DEED OF TRUST LIEN DATED \_\_\_\_\_ RECORDED AS DOCUMENT NO. \_\_\_\_\_ IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND THE DEED OF TRUST LIEN DATED \_\_\_\_\_ AND RECORDED AS \_\_\_\_\_ IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS HEREBY CONSENTS TO THE FOREGOING FINAL PLAT AND AGREES THAT ITS DEED OF TRUST LIEN IS SUBJECT TO AND SUBORDINATE TO THE FINAL PLAT, AND THAT THE UNDERSIGNED HAS AUTHORITY TO EXECUTE AND DELIVER THIS CONSENT OF LIENHOLDER, AND THAT ALL NECESSARY ACTS NECESSARY TO BIND THE LIENHOLDER HAVE BEEN TAKEN.

INTERNATIONAL BANK OF COMMERCE  
BY: [Signature]  
NAME: Robert Barnes  
TITLE: President - IBC Austin

THE STATE OF TEXAS X  
COUNTY OF TRAVIS X

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 8 DAY OF March, 2018, BY [Signature] AS President OF THE INTERNATIONAL BANK OF COMMERCE, ON BEHALF OF SAID BANK.

[Signature]  
NOTARY PUBLIC  
NOTARY REGISTRATION NUMBER 124205179  
MY COMMISSION EXPIRES 6-2-2020



THE STATE OF TEXAS X  
COUNTY OF TRAVIS X

I, ROBERT J. SMITH, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.  
NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 4848305483, EFFECTIVE DATE AUGUST 16, 2014, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

[Signature]  
ROBERT J. SMITH, P.E.  
REGISTERED PROFESSIONAL ENGINEER NO. 106319  
KIMLEY-HORN AND ASSOCIATES, INC.  
10914 JOLLYVILLE ROAD  
AVALLON IV, SUITE 300  
AUSTIN, TEXAS 78758



THE STATE OF TEXAS X  
COUNTY OF BEAUFORT X

I, JOHN G. MOSSER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

[Signature] 1-27-2018  
JOHN G. MOSSER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
601 NW LOOP 410, SUITE 300  
SAN ANTONIO, TEXAS 78216  
PH: 210-564-9166



GENERAL NOTES:

- 1. PROPERTY OWNERS OF THE LOTS ON WHICH THE WASTEWATER EASEMENTS ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
- 2. A 10' PUBLIC UTILITY AND SIDEWALK EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
- 3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADDING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
- 4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
- 5. THE OWNER OF THE SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF MANOR, LAGOS RESIDENTIAL COMMUNITY, INC., A TEXAS CORPORATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HDA") WILL OWN THE FOLLOWING LOTS: LOT 1 & 44 BLOCK A. THE HDA WILL MAINTAIN THE FOLLOWING LOT: LOT 1 OF BLOCK C.
- 6. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
- 7. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE WASTEWATER EASEMENT OR THE UNDERGROUND STORM WATER FACILITIES EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH THREE EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
- 8. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
- 9. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 14.4.0 OF THE ENVIRONMENTAL CRITERIA MANUAL.
- 10. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
- 11. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
- 12. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURVEY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEOWNERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
- 13. DEVELOPMENT FOR THE LOTS WITHIN THIS SUBDIVISION SHALL COMPLY WITH THE LAGOS PLANNED UNIT DEVELOPMENT.

CIVIL ENGINEER  
KIMLEY-HORN AND ASSOCIATES, INC.  
10914 JOLLYVILLE ROAD, AVALLON IV, SUITE 300  
AUSTIN, TEXAS 78758  
TELEPHONE REGISTRATION NO. F-628  
PH: (812) 418-0771 FAX: (812) 418-1791  
CONTACT: ROBERT J. SMITH, P.E.

SURVEYOR  
KIMLEY-HORN AND ASSOCIATES, INC.  
LAND SURVEYOR NO. 6330  
601 NW LOOP 410, SUITE 300  
SAN ANTONIO, TEXAS 78216  
PH: (210) 564-9166  
CONTACT: JOHN G. MOSSER, R.P.L.S.

OWNER/DEVELOPER:  
TWS DEVELOPMENT CORPORATION  
8900 US HIGHWAY 290 E  
MANOR, TX 78655-9720  
PH: (812) 207-2415  
CONTACT: DARAH BURNETT

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE 15<sup>th</sup> DAY OF March, 2018.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS DATE 13<sup>th</sup> DAY OF Dec, 2017.

[Signature]  
WILLIAM WATERS, CHAIRPERSON

ATTEST:  
[Signature]  
LILIANA TUERNA, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS DATE 13<sup>th</sup> DAY OF Dec, 2017.

[Signature]  
RITA G. JONES, MAYOR

ATTEST:  
[Signature]  
LILIANA TUERNA, CITY SECRETARY



COUNTY OF TRAVIS  
STATE OF TEXAS  
KNOW ALL ME BY THESE PRESENTS:

I, DANA DEBEAUVOUR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS SPECIFICS OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE 16 DAY OF MARCH, 2018 AT 2:46 O'CLOCK PM AS RECORDED ON THE DAY OF 16 DAY OF MARCH 2018 AT 2:46 O'CLOCK PM IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 201800065 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 16 DAY OF March 2018

DANA DEBEAUVOUR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: [Signature]  
DEPUTY  
[Signature]



SUBDIVISION PLAT ESTABLISHING  
**LAGOS PHASE 1  
FINAL PLAT**

48.510 ACRES OF LAND LOCATED IN THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 548 AND CALVIN BAKER SURVEY NO. 56 ABSTRACT NO. 88, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 676.926 ACRE TRACT CONVEYED TO TWS INVESTMENT PARTNERSHIP, LTD. AS RECORDED UNDER DOCUMENT NO. 200511443, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

**Kimley-Horn**

201800065

LEGAL DESCRIPTION  
48.510 ACRES OF LAND

48.510 acres of land located in James Manor Survey No. 40, Abstract No. 546 and the Calvin Barker Survey No. 38, Abstract No. 58, Travis County, Texas and being a portion of that certain called 675.6978 acres tract conveyed to 706 Investment Partnership, LTD., a Texas limited partnership, as described in Document Number 20051134343, Official Public Records of Travis County, Texas, said 48.510 acres being more particularly described as follows:

COMMENCEMENT at a set N 1/4 inch iron rod with KVA cap, marking the intersection of the southerly right of way line of Blake Manor Road (variable right of way, with the easterly right of way line of F.M. 973 (D007 R.O.M.), same being the northwesterly corner of said 675.6978 acre tract;

THENCE South 15deg 57' 49" West, along the easterly right of way line F.M. 973, a distance of 402.90 feet, to a set N 1/4 inch iron rod with KVA cap, for the SET N 1/4 INCH IRON ROD WITH KVA CAP OF BEGINNING OF THE TRACT DESCRIBED TRACT;

THENCE leaving the easterly right of way line of said F.M. 973 and into the said 675.6978 acre tract, the following course:

- South 79°02'37" East, a distance of 607.38 feet to a set N 1/4 inch iron rod with KVA cap;
- South 32°25'58" West, a distance of 404.84 feet to a set N 1/4 inch iron rod;
- Southeasterly, along the arc of a curve to the right having a radius of 400.00 feet, a central angle of 67deg 57' 27", an arc length of 51.35 feet and a chord bearing South 75deg 56' 42" East, 21.21 feet, to a set N 1/4 inch iron rod with KVA cap;
- Southeasterly, along the arc of a curve to the left having a radius of 380.00 feet, a central angle of 67deg 50' 40", an arc length of 55.05 feet and a chord bearing South 76deg 17' 51" East, 55.89 feet, to a set N 1/4 inch iron rod with KVA cap;
- Northeasterly, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 85deg 20' 49", an arc length of 28.84 feet and a chord bearing North 56deg 00' 22" East, 21.48 feet, to a set N 1/4 inch iron rod with KVA cap;
- North 30°25'58" East, a distance of 3.89 feet to a set N 1/4 inch iron rod with KVA cap;
- South 79°42'02" East, a distance of 50.00 feet to a set N 1/4 inch iron rod with KVA cap;
- South 32°26'38" West, a distance of 4.54 feet to a set N 1/4 inch iron rod with KVA cap;
- Southeasterly, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 85deg 10' 10", an arc length of 23.37 feet and a chord bearing South 34deg 23' 02" East, 21.08 feet, to a set N 1/4 inch iron rod with KVA cap;
- South 78°59'33" East, a distance of 222.02 feet to a set N 1/4 inch iron rod with KVA cap;
- Northeasterly, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 86deg 43' 50", an arc length of 28.75 feet and a chord bearing North 55deg 38' 52" East, 21.35 feet, to a set N 1/4 inch iron rod with KVA cap;
- South 78°52'57" East, a distance of 50.00 feet to a set N 1/4 inch iron rod with KVA cap;
- Southeasterly, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 85deg 16' 50", an arc length of 23.37 feet and a chord bearing South 34deg 23' 02" East, 21.08 feet, to a set N 1/4 inch iron rod with KVA cap;
- South 77°20'40" West, a distance of 65.00 feet to a set N 1/4 inch iron rod with KVA cap;
- Southeasterly, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 86deg 43' 50", an arc length of 28.75 feet and a chord bearing South 55deg 38' 52" West, 21.35 feet, to a set N 1/4 inch iron rod with KVA cap;
- South 10°28'58" West, a distance of 104.83 feet to a set N 1/4 inch iron rod with KVA cap;
- South 78°09'39" East, a distance of 107.23 feet to a set N 1/4 inch iron rod with KVA cap;
- South 78°27'57" East, a distance of 49.99 feet to a set N 1/4 inch iron rod with KVA cap;
- South 70°26'40" East, a distance of 46.89 feet to a set N 1/4 inch iron rod with KVA cap;
- South 57°32'28" East, a distance of 46.89 feet to a set N 1/4 inch iron rod with KVA cap;
- South 64°38'38" East, a distance of 48.99 feet to a set N 1/4 inch iron rod with KVA cap;
- South 62°19'02" East, a distance of 48.99 feet to a set N 1/4 inch iron rod with KVA cap;
- South 58°22'13" East, a distance of 50.00 feet to a set N 1/4 inch iron rod with KVA cap;
- South 58°39'39" East, a distance of 50.00 feet to a set N 1/4 inch iron rod with KVA cap;
- South 61°09'59" East, a distance of 75.45 feet to a set N 1/4 inch iron rod with KVA cap;
- South 35°23'25" West, a distance of 68.42 feet to a set N 1/4 inch iron rod with KVA cap;
- South 45°18'38" West, a distance of 49.50 feet to a set N 1/4 inch iron rod with KVA cap;
- South 52°38'20" West, a distance of 200.00 feet to a set N 1/4 inch iron rod with KVA cap;
- South 54°27'28" West, a distance of 50.00 feet to a set N 1/4 inch iron rod with KVA cap;
- South 58°24'22" West, a distance of 41.27 feet to a set N 1/4 inch iron rod with KVA cap;
- South 57°24'58" West, a distance of 51.58 feet to a set N 1/4 inch iron rod with KVA cap;
- South 50°23'30" West, a distance of 59.20 feet to a set N 1/4 inch iron rod with KVA cap;
- South 49°42'30" West, a distance of 68.90 feet to a set N 1/4 inch iron rod with KVA cap;
- Northeasterly, along the arc of a curve to the left having a radius of 1495.00 feet, a central angle of 28deg 00' 58", an arc length of 256.00 feet and a chord bearing North 85deg 18' 02" West, 225.30 feet, to a set N 1/4 inch iron rod with KVA cap;
- South 54°23'20" West, a distance of 70.00 feet to a set N 1/4 inch iron rod with KVA cap located in the northerly line of that certain 13.34 acre tract conveyed to Board Trustees of the Manor Independent School District, as described in Document Number 2015151286, Official Public Records of Travis County, Texas;

THENCE along the said 13.34 acre tract, the following course:

- Northeasterly, along the arc of a curve to the left having a radius of 1385.00 feet, a central angle of 28deg 14' 51", an arc length of 253.84 feet and a chord bearing North 83deg 28' 53" West, 190.00 feet, to a set N 1/4 inch iron rod with KVA cap;
- North 79°13'22" West, a distance of 208.88 feet to a set N 1/4 inch iron rod with KVA cap;
- Southeasterly, along the arc of a curve to the left having a radius of 25.00 feet, a central angle of 85deg 03' 48", an arc length of 35.26 feet and a chord bearing South 55deg 38' 52" West, 35.36 feet, to a set N 1/4 inch iron rod with KVA cap located in the easterly right of way line F.M. 973;

THENCE North 10°27'40" East, along the easterly right of way line F.M. 973, a distance of 1860.80 feet, to the POINT OF BEGINNING and containing 48.510 acres (1,133,126 square feet) of land, more or less.

Note: All bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based GPS observation.

LAGOS PHASE 1  
GENERAL INFORMATION:

|  |              |
|--|--------------|
| TOTAL ACREAGE.....                         | 48.510 ACRES |
| LINEAR FOOT OF 50' ROW.....                | 4,449'       |
| LINEAR FOOT OF 70' ROW.....                | 1,375'       |
| NUMBER OF SINGLE FAMILY LOTS.....          | 118          |
| ACREAGE OF SINGLE FAMILY LOTS.....         | 25,284 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS.....        | 5            |
| TOTAL ACREAGE OF NON-RESIDENTIAL LOTS..... | 23,226 ACRES |
| ACREAGE OF LOTS.....                       | 123          |

CAD ENGINEER:  
KIMLEY-HORN AND ASSOCIATES, INC.  
19814 JOLLYVILLE ROAD, AVALON IV, SUITE 500  
AUSTIN, TEXAS 78759  
TELEPHONE REGISTRATION NO. F-628  
PH: (512) 418-1771 FAX: (512) 418-1791  
CONTACT: ROBERT J. SMITH, P.E.

SURVEYOR:  
KIMLEY-HORN AND ASSOCIATES, INC.  
LAND SURVEYOR NO. 6330  
AUSTIN, TEXAS 78759  
601 NW LOOP 410, SUITE 200  
SAN ANTONIO, TEXAS 78216  
PH: (210) 841-8766  
CONTACT: GREG MOBIER, R.P.L.S.

OWNER/DEVELOPER:  
706 DEVELOPMENT CORPORATION  
9602 US HIGHWAY 290 E  
MANOR, TX 78648-2720  
PH: (512) 327-7410  
CONTACT: DANNY BURNETT

SUBDIVISION PLAT ESTABLISHING  
**LAGOS PHASE 1**  
**FINAL PLAT**

48.510 ACRES OF LAND LOCATED IN THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546 AND CALVIN BARKER SURVEY NO. 38, ABSTRACT NO. 58, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 675.6978 ACRE TRACT CONVEYED TO 706 INVESTMENT PARTNERSHIP, LTD. AS RECORDED UNDER DOCUMENT NO. 20051134343 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

**Kimley Horn**

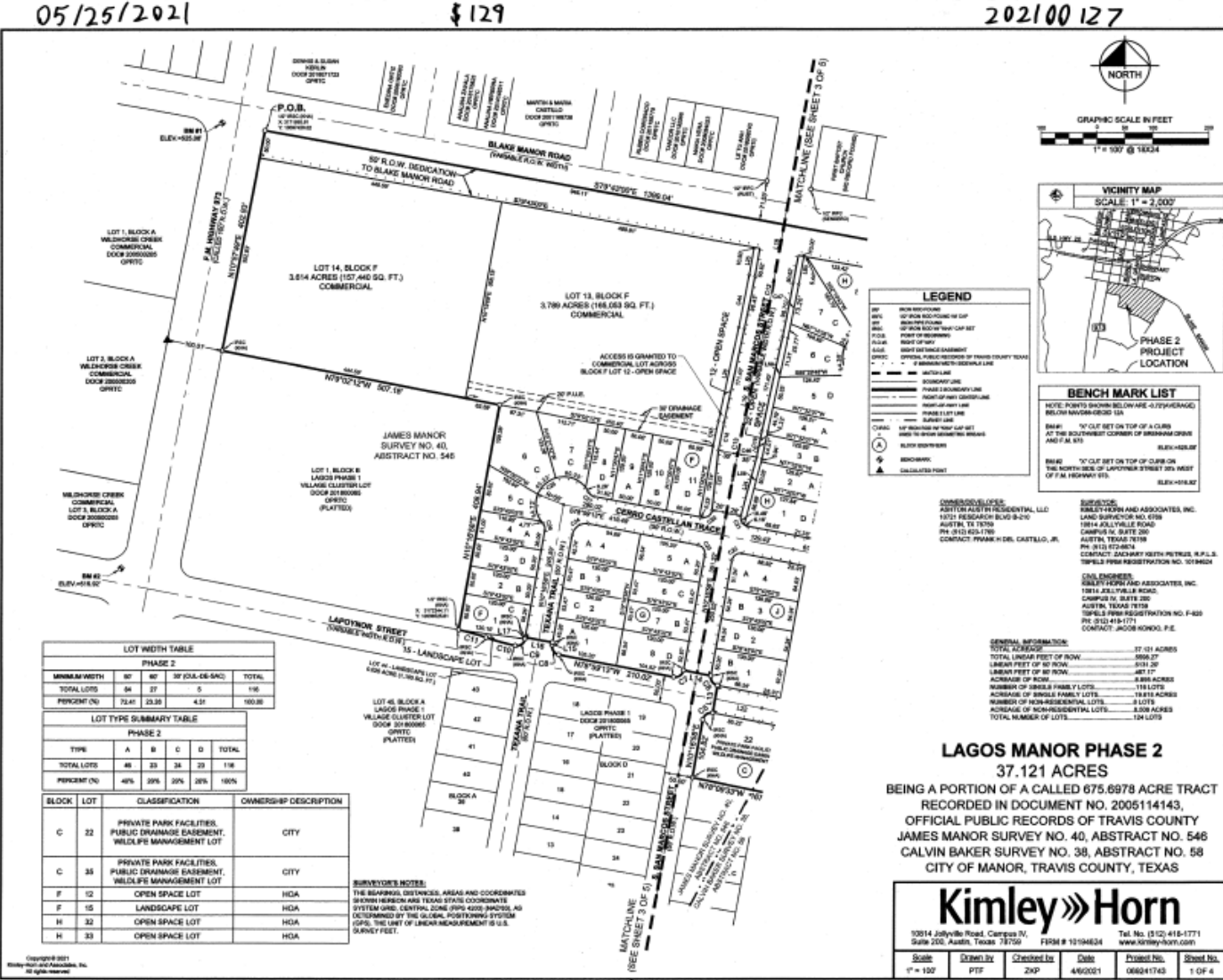


Copyright © 2017  
Kimley-Horn and Associates, Inc.  
All rights reserved.

Date: FEB. 2018

Sheet No.  
4 OF 4

# EXHIBIT S-2 – PHASE 2 PLAT

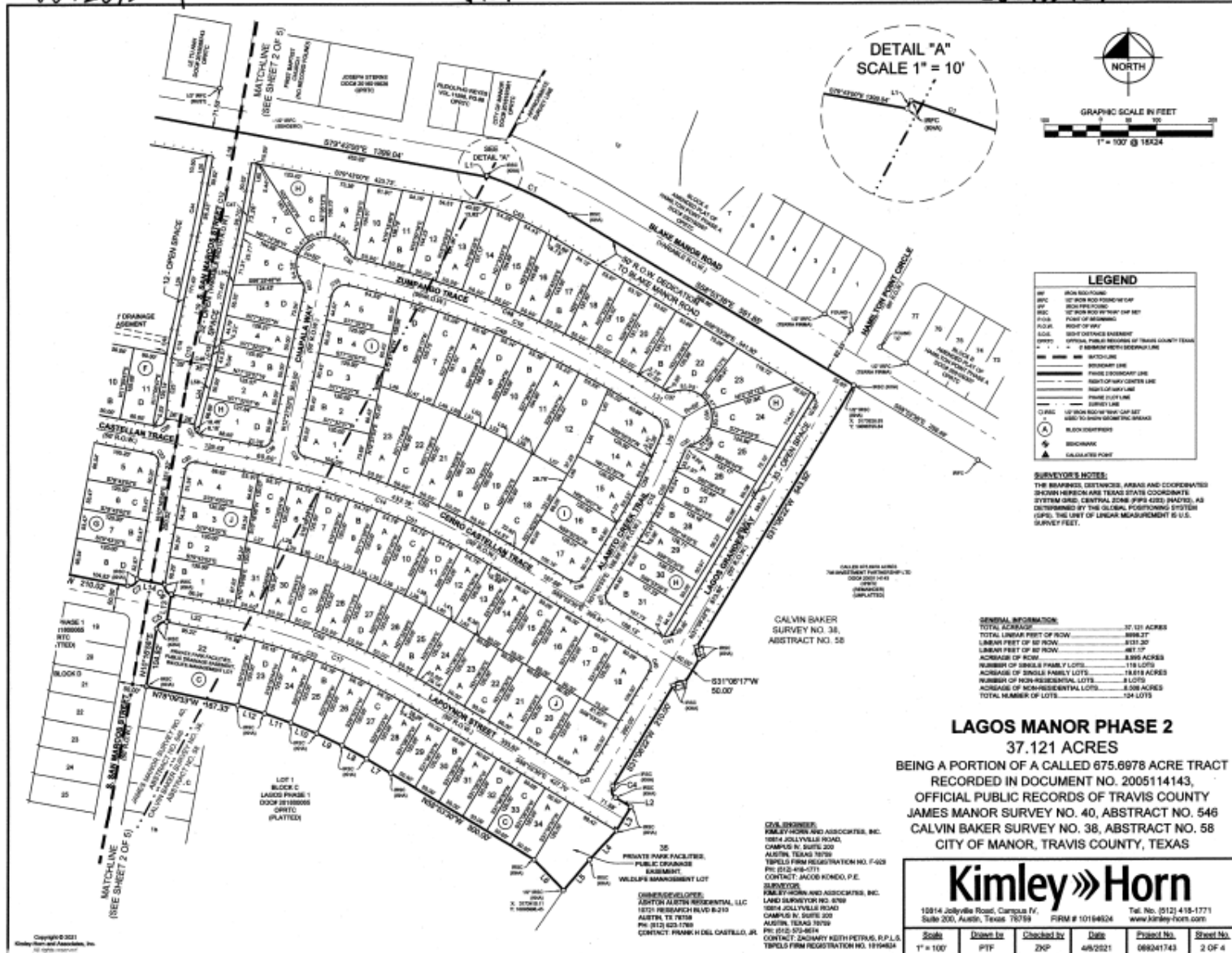




05/25/2021

\$129

202100127





06/25/2021

129

202100127

THE STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ASHTON ALSTON RESIDENTIAL, LLC, THE OWNER OF 37.121 ACRE TRACT OF LAND IN THE JAMES MANOR SURVEY NUMBER 40, ABSTRACT NUMBER 548, AND CALVIN BAKER SURVEY NUMBER 38, ABSTRACT NUMBER 18 TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 474 WITH ACRE TRACT CONVEYED TO THE INVESTMENT PARTNERSHIP, L.P.S., AS RECORDED UNDER DOCUMENT NUMBER 2005114143, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND DO HEREBY SURRENDER SAID HAVING BEEN APPROVED FOR SUBDIVISION PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISIONS OF CHAPTER 210 AND 220 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAN, AND DESIGNATED HEREIN AS LAGOS PHASE 2 OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SURRENDERS SAID 48.110 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP ON PLAT TO BE KNOWN AS LAGOS PHASE 2 AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, RECREATION AREAS, DRAINAGE, PUBLIC BARRIERS, AND PUBLIC PLACES THEREIN SHOWN FOR THE PROPOSED AND CONSIDERATION THEREIN SUBMITTED, SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY April 9 2021

BY: [Signature]  
ASHTON ALSTON RESIDENTIAL, LLC  
1521 RESEARCH BLVD B-210  
AUSTIN, TX 78758

THE STATE OF TEXAS  
COUNTY OF TRAVIS

THIS INSTRUMENT HAS BEEN APPROVED BEFORE ME ON THIS 7th DAY OF April, 2021, BY [Signature] Wendy D. O'Neil, JUDGE OF SAID COUNTY, AND I HAVE FILED SAID INSTRUMENT WITH THE CLERK OF SAID COUNTY OF TRAVIS.

NOTARY PUBLIC  
NOTARY REGISTRATION NUMBER: 13048371-2  
MY COMMISSION EXPIRES: 10/17/2023  
COUNTY OF TRAVIS  
THE STATE OF TEXAS

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I, JACOB KONDO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAN IS PHASE 2 FROM AN ENGINEERING STAND POINT AND COMPLES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 4902020401 EFFECTIVE DATE AUGUST 16, 2014, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

[Signature]  
JACOB KONDO, P.E.  
REGISTERED PROFESSIONAL ENGINEER NO. 119910  
KIMLEY HORN AND ASSOCIATES, INC.  
10614 JOLLYVILLE ROAD  
CAMPLING, SUITE 200  
AUSTIN, TEXAS 78759

[Seal]  
JACOB KONDO  
110613  
LICENSED PROFESSIONAL ENGINEER  
No. 119910  
F-928

Copyright © 2021  
Kimley-Horn and Associates, Inc.  
All rights reserved.

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I, ZACHARY RETH PETERUS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAN IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY SPACES SHOWN BY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER SUPERVISION. THIS PLAN COMPLES WITH ALL HILLBOROUGH COUNTY SUBDIVISION REGULATIONS.

[Signature]  
ZACHARY RETH PETERUS, R.P.L.S.  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5790  
10614 JOLLYVILLE ROAD  
CAMPLING, SUITE 200  
AUSTIN, TEXAS 78759  
PH: (512) 575-8614  
ZACK.PETERUS@KIMLEYHORN.COM

[Seal]  
ZACHARY R. PETERUS  
5790  
REGISTERED PROFESSIONAL LAND SURVEYOR

GENERAL NOTES:

- THE EASINGS, DISTANCES, AREAS AND COORDINATED POINTS HEREON ARE TEXAS COORDINATE SYSTEM 8300, CENTRAL ZONE (FIPS 4901) UNITS, AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
- ALL LOT CORNERS OF THIS SUBDIVISION SHALL BE INSTRUMENTED WITH A 10-INCH IRON ROD WITH A PLASTIC CAP STAMPED "904" PRIOR TO ANY LOT SALES, UNLESS OTHERWISE NOTED.
- A 10' PUBLIC UTILITY AND SIDEWALK EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET FRONTS OF WAY.
- PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ALLOWING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALK MAY RESULT IN THE UNWARRANTED COSTS OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE CONVEYING BODY OR UTILITY COMPANY.
- DESIGN AND CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVED BY THE CITY OF MANOR.
- THE OWNER OF THE SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMED RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF MANOR, LAGOS RESIDENTIAL COMMUNITY, INC., A TEXAS CORPORATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "OWN") WILL OWN THE FOLLOWING LOTS: LOT 12, BLOCK 9 AND LOTS 32 & 33, BLOCK 11. THE OWN WILL MAINTAIN THE FOLLOWING LOTS: LOTS 2 & 3, BLOCK 6.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
- NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE BARRIERS EASEMENT OR THE UNDERGROUND STORM WATER FACILITIES EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH THESE EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
- ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROL SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
- EROSION CONTROL SHALL BE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 14.3 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL.
- ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL STANDARDS (JAN 25, 2011). ALL STREETS WILL BE CONSTRUCTED WITH CURBS AND GUTTERS.
- PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
- THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURVEY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THIS PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEOWNERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A REPORT HAS BEEN OBTAINED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
- DEVELOPMENT FOR THE LOTS WITHIN THIS SUBDIVISION SHALL COMPLY WITH THE LAGOS PLANNED UNIT DEVELOPMENT.

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE, 12th DAY OF April, 2021.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS DATE, 14th DAY OF April, 2021.

APPROVED: [Signature] ATTEST: [Signature]  
HELP TRYON, CHAIRPERSON LUVINA ALVARADO, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS DATE, 14th DAY OF April, 2021.

APPROVED: [Signature] ATTEST: [Signature]  
DE LAPEYRER, MAYOR LUVINA ALVARADO, CITY SECRETARY

COUNTY OF TRAVIS  
STATE OF TEXAS

KNOW ALL ME BY THESE PRESENTS:

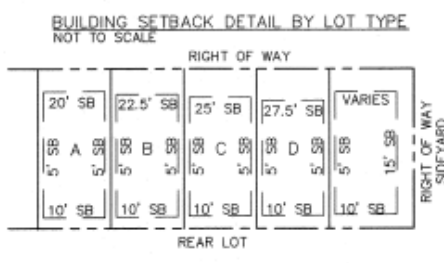
I, DANA DEBBAYLOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF 7th DAY OF April, 2021, WAS AT 2:10 O'CLOCK P.M. FILED IN THE PLAT RECORDS OF SAID COUNTY AND STATED IN DOCUMENT NUMBER 202100127 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 12th DAY OF May, 2021.

DANA DEBBAYLOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

[Signature]  
DEPUTY

D. ANDERSON



**LAGOS MANOR PHASE 2**  
37.121 ACRES  
BEING A PORTION OF A CALLED 675.6978 ACRE TRACT  
RECORDED IN DOCUMENT NO. 2005114143,  
OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY  
JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 548  
CALVIN BAKER SURVEY NO. 38, ABSTRACT NO. 58  
CITY OF MANOR, TRAVIS COUNTY, TEXAS

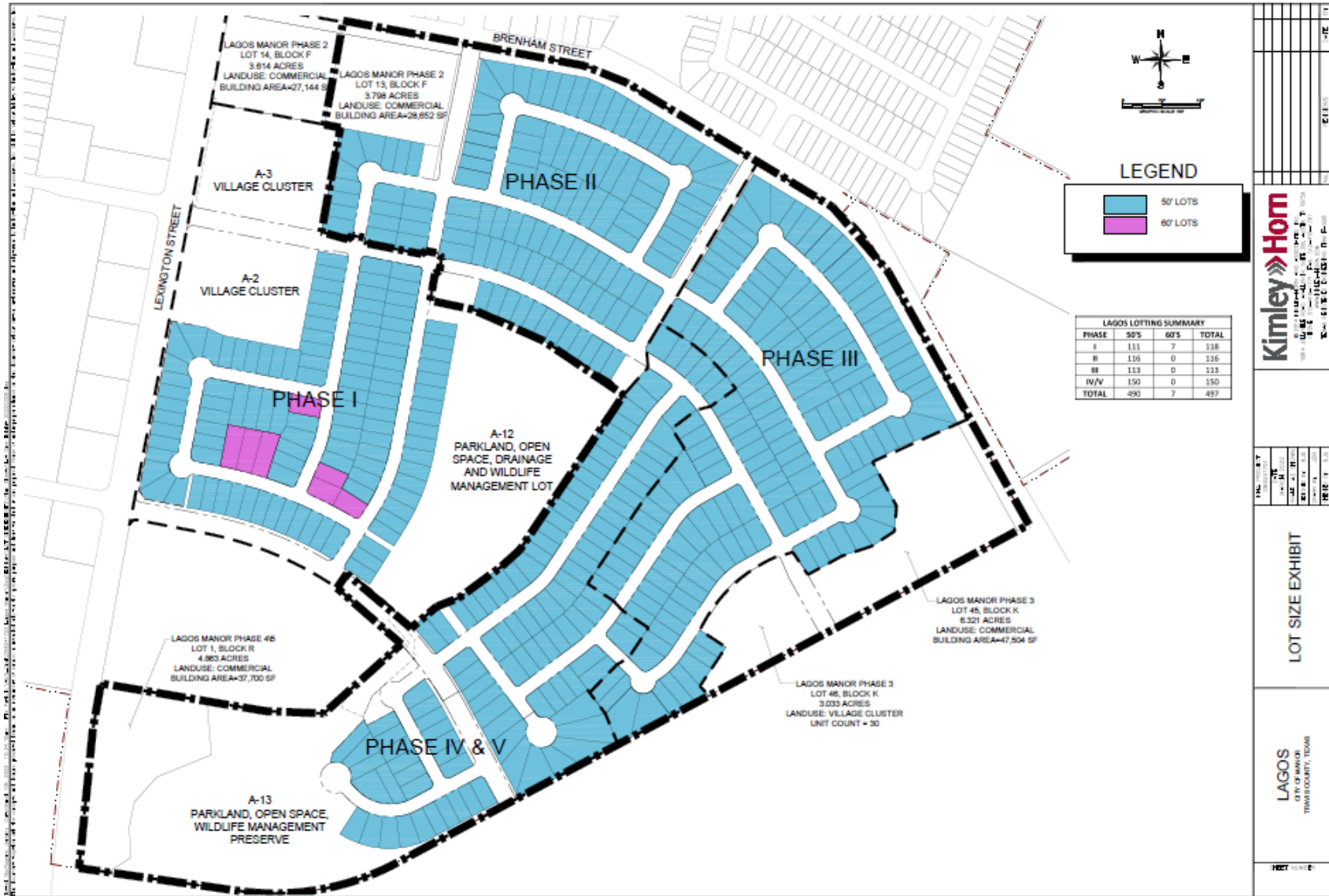
**Kimley»Horn**

10614 Jollyville Road, Complex IV, Tel. No. (512) 418-1771  
Suite 200, Austin, Texas 78759 FIRM # 10194024 www.kimley-horn.com

|       |          |            |         |             |           |
|-------|----------|------------|---------|-------------|-----------|
| Scale | Drawn by | Checked by | Date    | Project No. | Sheet No. |
| N/A   | FTF      | ZKP        | 6/25/21 | 08221173    | 4 OF 4    |



## EXHIBIT T – LOT TYPE MAP



## EXHIBIT U-1 – LOT TYPE 1 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), 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  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$3,326.77**

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

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 Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

\_\_\_\_\_  
SIGNATURE OF SELLER]<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 Travis County.



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

DATE:

DATE:

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

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

STATE OF TEXAS

§

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

§

§

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 Travis County.

## ANNUAL INSTALLMENTS - LOT TYPE 1

| Annual Installments Due | Principal          | Interest <sup>1</sup> | Additional Interest | Annual Collection Costs | Total Annual Installment |
|-------------------------|--------------------|-----------------------|---------------------|-------------------------|--------------------------|
| 1/31/2023               | \$ 74.82           | \$ 148.29             | \$ 16.63            | \$ 20.74                | \$ 260.49                |
| 1/31/2024               | \$ 74.82           | \$ 145.48             | \$ 16.26            | \$ 21.16                | \$ 257.72                |
| 1/31/2025               | \$ 80.58           | \$ 142.68             | \$ 15.89            | \$ 21.58                | \$ 260.72                |
| 1/31/2026               | \$ 80.58           | \$ 139.65             | \$ 15.48            | \$ 22.01                | \$ 257.73                |
| 1/31/2027               | \$ 80.58           | \$ 136.33             | \$ 15.08            | \$ 22.45                | \$ 254.44                |
| 1/31/2028               | \$ 86.33           | \$ 133.01             | \$ 14.68            | \$ 22.90                | \$ 256.92                |
| 1/31/2029               | \$ 86.33           | \$ 129.44             | \$ 14.25            | \$ 23.36                | \$ 253.38                |
| 1/31/2030               | \$ 92.09           | \$ 125.88             | \$ 13.81            | \$ 23.82                | \$ 255.61                |
| 1/31/2031               | \$ 92.09           | \$ 122.08             | \$ 13.35            | \$ 24.30                | \$ 251.83                |
| 1/31/2032               | \$ 97.85           | \$ 117.94             | \$ 12.89            | \$ 24.79                | \$ 253.47                |
| 1/31/2033               | \$ 103.60          | \$ 113.54             | \$ 12.40            | \$ 25.28                | \$ 254.83                |
| 1/31/2034               | \$ 109.36          | \$ 108.88             | \$ 11.89            | \$ 25.79                | \$ 255.91                |
| 1/31/2035               | \$ 109.36          | \$ 103.95             | \$ 11.34            | \$ 26.30                | \$ 250.95                |
| 1/31/2036               | \$ 115.11          | \$ 99.03              | \$ 10.79            | \$ 26.83                | \$ 251.77                |
| 1/31/2037               | \$ 120.87          | \$ 93.85              | \$ 10.22            | \$ 27.37                | \$ 252.30                |
| 1/31/2038               | \$ 126.62          | \$ 88.41              | \$ 9.61             | \$ 27.91                | \$ 252.56                |
| 1/31/2039               | \$ 132.38          | \$ 82.72              | \$ 8.98             | \$ 28.47                | \$ 252.55                |
| 1/31/2040               | \$ 138.14          | \$ 76.76              | \$ 8.32             | \$ 29.04                | \$ 252.25                |
| 1/31/2041               | \$ 143.89          | \$ 70.54              | \$ 7.63             | \$ 29.62                | \$ 251.68                |
| 1/31/2042               | \$ 149.65          | \$ 63.89              | \$ 6.91             | \$ 30.21                | \$ 250.66                |
| 1/31/2043               | \$ 155.40          | \$ 56.97              | \$ 6.16             | \$ 30.82                | \$ 249.35                |
| 1/31/2044               | \$ 161.16          | \$ 49.78              | \$ 5.38             | \$ 31.44                | \$ 247.75                |
| 1/31/2045               | \$ 166.91          | \$ 42.33              | \$ 4.58             | \$ 32.06                | \$ 245.88                |
| 1/31/2046               | \$ 172.67          | \$ 34.61              | \$ 3.74             | \$ 32.71                | \$ 243.72                |
| 1/31/2047               | \$ 184.18          | \$ 26.62              | \$ 2.88             | \$ 33.36                | \$ 247.04                |
| 1/31/2048               | \$ 189.94          | \$ 18.10              | \$ 1.96             | \$ 34.03                | \$ 244.02                |
| 1/31/2049               | \$ 201.45          | \$ 9.32               | \$ 1.01             | \$ 34.71                | \$ 246.48                |
| <b>Total</b>            | <b>\$ 3,326.77</b> | <b>\$ 2,480.08</b>    | <b>\$ 272.10</b>    | <b>\$ 733.06</b>        | <b>\$ 6,812.00</b>       |

<sup>1</sup> Interest is calculated at the rate of the Major Improvement Area 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 U-2 – LOT TYPE 2 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), 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  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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

**LOT TYPE 2 PRINCIPAL ASSESSMENT: \$3,511.59**

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

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 Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

\_\_\_\_\_  
SIGNATURE OF SELLER]<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 Travis County.

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

DATE:

DATE:

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

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

STATE OF TEXAS

§  
§  
§

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

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 Travis County.

## ANNUAL INSTALLMENTS - LOT TYPE 2

| Annual Installments Due | Principal          | Interest <sup>1</sup> | Additional Interest | Annual Collection Costs | Total Annual Installment |
|-------------------------|--------------------|-----------------------|---------------------|-------------------------|--------------------------|
| 1/31/2023               | \$ 78.98           | \$ 156.53             | \$ 17.56            | \$ 21.89                | \$ 274.96                |
| 1/31/2024               | \$ 78.98           | \$ 153.56             | \$ 17.16            | \$ 22.33                | \$ 272.04                |
| 1/31/2025               | \$ 85.06           | \$ 150.60             | \$ 16.77            | \$ 22.78                | \$ 275.20                |
| 1/31/2026               | \$ 85.06           | \$ 147.41             | \$ 16.34            | \$ 23.23                | \$ 272.04                |
| 1/31/2027               | \$ 85.06           | \$ 143.90             | \$ 15.92            | \$ 23.70                | \$ 268.57                |
| 1/31/2028               | \$ 91.13           | \$ 140.40             | \$ 15.49            | \$ 24.17                | \$ 271.19                |
| 1/31/2029               | \$ 91.13           | \$ 136.64             | \$ 15.04            | \$ 24.65                | \$ 267.46                |
| 1/31/2030               | \$ 97.21           | \$ 132.88             | \$ 14.58            | \$ 25.15                | \$ 269.81                |
| 1/31/2031               | \$ 97.21           | \$ 128.87             | \$ 14.09            | \$ 25.65                | \$ 265.82                |
| 1/31/2032               | \$ 103.28          | \$ 124.49             | \$ 13.61            | \$ 26.16                | \$ 267.55                |
| 1/31/2033               | \$ 109.36          | \$ 119.85             | \$ 13.09            | \$ 26.69                | \$ 268.98                |
| 1/31/2034               | \$ 115.43          | \$ 114.92             | \$ 12.55            | \$ 27.22                | \$ 270.12                |
| 1/31/2035               | \$ 115.43          | \$ 109.73             | \$ 11.97            | \$ 27.77                | \$ 264.90                |
| 1/31/2036               | \$ 121.51          | \$ 104.54             | \$ 11.39            | \$ 28.32                | \$ 265.76                |
| 1/31/2037               | \$ 127.58          | \$ 99.07              | \$ 10.78            | \$ 28.89                | \$ 266.32                |
| 1/31/2038               | \$ 133.66          | \$ 93.33              | \$ 10.15            | \$ 29.46                | \$ 266.60                |
| 1/31/2039               | \$ 139.73          | \$ 87.31              | \$ 9.48             | \$ 30.05                | \$ 266.58                |
| 1/31/2040               | \$ 145.81          | \$ 81.02              | \$ 8.78             | \$ 30.66                | \$ 266.27                |
| 1/31/2041               | \$ 151.89          | \$ 74.46              | \$ 8.05             | \$ 31.27                | \$ 265.67                |
| 1/31/2042               | \$ 157.96          | \$ 67.44              | \$ 7.29             | \$ 31.89                | \$ 264.58                |
| 1/31/2043               | \$ 164.04          | \$ 60.13              | \$ 6.50             | \$ 32.53                | \$ 263.20                |
| 1/31/2044               | \$ 170.11          | \$ 52.54              | \$ 5.68             | \$ 33.18                | \$ 261.52                |
| 1/31/2045               | \$ 176.19          | \$ 44.68              | \$ 4.83             | \$ 33.85                | \$ 259.54                |
| 1/31/2046               | \$ 182.26          | \$ 36.53              | \$ 3.95             | \$ 34.52                | \$ 257.26                |
| 1/31/2047               | \$ 194.41          | \$ 28.10              | \$ 3.04             | \$ 35.21                | \$ 260.76                |
| 1/31/2048               | \$ 200.49          | \$ 19.11              | \$ 2.07             | \$ 35.92                | \$ 257.58                |
| 1/31/2049               | \$ 212.64          | \$ 9.83               | \$ 1.06             | \$ 36.64                | \$ 260.17                |
| <b>Total</b>            | <b>\$ 3,511.59</b> | <b>\$ 2,617.86</b>    | <b>\$ 287.22</b>    | <b>\$ 773.78</b>        | <b>\$ 7,190.45</b>       |

<sup>1</sup> Interest is calculated at the rate of the Major Improvement Area 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 U-3 – LOT TYPE 3 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), 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  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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

**LOT TYPE 3 PRINCIPAL ASSESSMENT: \$2,840.07 (Per Cluster Home)**

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

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 Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

\_\_\_\_\_  
SIGNATURE OF SELLER]<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 Travis County.

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

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

§

§

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 Travis County.

### ANNUAL INSTALLMENTS - LOT TYPE 3 (Per Cluster Home)

| Annual Installments Due | Principal          | Interest <sup>1</sup> | Additional Interest | Annual Collection Costs | Total Annual Installment |
|-------------------------|--------------------|-----------------------|---------------------|-------------------------|--------------------------|
| 1/31/2023               | \$ 63.88           | \$ 126.59             | \$ 14.20            | \$ 17.71                | \$ 222.38                |
| 1/31/2024               | \$ 63.88           | \$ 124.20             | \$ 13.88            | \$ 18.06                | \$ 220.02                |
| 1/31/2025               | \$ 68.79           | \$ 121.80             | \$ 13.56            | \$ 18.42                | \$ 222.58                |
| 1/31/2026               | \$ 68.79           | \$ 119.22             | \$ 13.22            | \$ 18.79                | \$ 220.02                |
| 1/31/2027               | \$ 68.79           | \$ 116.39             | \$ 12.87            | \$ 19.17                | \$ 217.22                |
| 1/31/2028               | \$ 73.70           | \$ 113.55             | \$ 12.53            | \$ 19.55                | \$ 219.33                |
| 1/31/2029               | \$ 73.70           | \$ 110.51             | \$ 12.16            | \$ 19.94                | \$ 216.31                |
| 1/31/2030               | \$ 78.62           | \$ 107.47             | \$ 11.79            | \$ 20.34                | \$ 218.22                |
| 1/31/2031               | \$ 78.62           | \$ 104.22             | \$ 11.40            | \$ 20.75                | \$ 214.99                |
| 1/31/2032               | \$ 83.53           | \$ 100.69             | \$ 11.01            | \$ 21.16                | \$ 216.38                |
| 1/31/2033               | \$ 88.45           | \$ 96.93              | \$ 10.59            | \$ 21.58                | \$ 217.55                |
| 1/31/2034               | \$ 93.36           | \$ 92.95              | \$ 10.15            | \$ 22.02                | \$ 218.47                |
| 1/31/2035               | \$ 93.36           | \$ 88.75              | \$ 9.68             | \$ 22.46                | \$ 214.24                |
| 1/31/2036               | \$ 98.27           | \$ 84.55              | \$ 9.21             | \$ 22.90                | \$ 214.94                |
| 1/31/2037               | \$ 103.19          | \$ 80.12              | \$ 8.72             | \$ 23.36                | \$ 215.39                |
| 1/31/2038               | \$ 108.10          | \$ 75.48              | \$ 8.21             | \$ 23.83                | \$ 215.62                |
| 1/31/2039               | \$ 113.01          | \$ 70.61              | \$ 7.67             | \$ 24.31                | \$ 215.60                |
| 1/31/2040               | \$ 117.93          | \$ 65.53              | \$ 7.10             | \$ 24.79                | \$ 215.35                |
| 1/31/2041               | \$ 122.84          | \$ 60.22              | \$ 6.51             | \$ 25.29                | \$ 214.86                |
| 1/31/2042               | \$ 127.75          | \$ 54.54              | \$ 5.90             | \$ 25.79                | \$ 213.99                |
| 1/31/2043               | \$ 132.67          | \$ 48.63              | \$ 5.26             | \$ 26.31                | \$ 212.87                |
| 1/31/2044               | \$ 137.58          | \$ 42.50              | \$ 4.59             | \$ 26.84                | \$ 211.51                |
| 1/31/2045               | \$ 142.50          | \$ 36.13              | \$ 3.91             | \$ 27.37                | \$ 209.91                |
| 1/31/2046               | \$ 147.41          | \$ 29.54              | \$ 3.19             | \$ 27.92                | \$ 208.07                |
| 1/31/2047               | \$ 157.24          | \$ 22.73              | \$ 2.46             | \$ 28.48                | \$ 210.90                |
| 1/31/2048               | \$ 162.15          | \$ 15.45              | \$ 1.67             | \$ 29.05                | \$ 208.32                |
| 1/31/2049               | \$ 171.98          | \$ 7.95               | \$ 0.86             | \$ 29.63                | \$ 210.42                |
| <b>Total</b>            | <b>\$ 2,840.07</b> | <b>\$ 2,117.25</b>    | <b>\$ 232.29</b>    | <b>\$ 625.81</b>        | <b>\$ 5,815.43</b>       |

<sup>1</sup> Interest is calculated at the rate of the Major Improvement Area 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 U-4 – LOT TYPE 4 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), 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  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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

**LOT TYPE 4 PRINCIPAL ASSESSMENT: \$136,700.13**

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

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 Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.



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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

\_\_\_\_\_  
SIGNATURE OF SELLER]<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 Travis County.

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

DATE:

DATE:

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

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

STATE OF TEXAS

§  
§  
§

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

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 Travis County.

## ANNUAL INSTALLMENTS - LOT TYPE 4

| Annual<br>Installments Due | Principal            | Interest <sup>1</sup> | Additional Interest<br>Reserve | Annual Collection<br>Costs | Total Annual<br>Installment |
|----------------------------|----------------------|-----------------------|--------------------------------|----------------------------|-----------------------------|
| 1/31/2023                  | \$ 3,074.57          | \$ 6,093.27           | \$ 683.50                      | \$ 852.25                  | \$ 10,703.58                |
| 1/31/2024                  | \$ 3,074.57          | \$ 5,977.97           | \$ 668.13                      | \$ 869.29                  | \$ 10,589.96                |
| 1/31/2025                  | \$ 3,311.08          | \$ 5,862.67           | \$ 652.75                      | \$ 886.68                  | \$ 10,713.18                |
| 1/31/2026                  | \$ 3,311.08          | \$ 5,738.51           | \$ 636.20                      | \$ 904.41                  | \$ 10,590.19                |
| 1/31/2027                  | \$ 3,311.08          | \$ 5,601.93           | \$ 619.64                      | \$ 922.50                  | \$ 10,455.14                |
| 1/31/2028                  | \$ 3,547.58          | \$ 5,465.34           | \$ 603.09                      | \$ 940.95                  | \$ 10,556.96                |
| 1/31/2029                  | \$ 3,547.58          | \$ 5,319.01           | \$ 585.35                      | \$ 959.77                  | \$ 10,411.71                |
| 1/31/2030                  | \$ 3,784.09          | \$ 5,172.67           | \$ 567.61                      | \$ 978.96                  | \$ 10,503.33                |
| 1/31/2031                  | \$ 3,784.09          | \$ 5,016.58           | \$ 548.69                      | \$ 998.54                  | \$ 10,347.90                |
| 1/31/2032                  | \$ 4,020.59          | \$ 4,846.29           | \$ 529.77                      | \$ 1,018.51                | \$ 10,415.17                |
| 1/31/2033                  | \$ 4,257.10          | \$ 4,665.37           | \$ 509.67                      | \$ 1,038.88                | \$ 10,471.01                |
| 1/31/2034                  | \$ 4,493.60          | \$ 4,473.80           | \$ 488.38                      | \$ 1,059.66                | \$ 10,515.44                |
| 1/31/2035                  | \$ 4,493.60          | \$ 4,271.58           | \$ 465.92                      | \$ 1,080.85                | \$ 10,311.96                |
| 1/31/2036                  | \$ 4,730.11          | \$ 4,069.37           | \$ 443.45                      | \$ 1,102.47                | \$ 10,345.40                |
| 1/31/2037                  | \$ 4,966.61          | \$ 3,856.52           | \$ 419.80                      | \$ 1,124.52                | \$ 10,367.45                |
| 1/31/2038                  | \$ 5,203.12          | \$ 3,633.02           | \$ 394.96                      | \$ 1,147.01                | \$ 10,378.11                |
| 1/31/2039                  | \$ 5,439.62          | \$ 3,398.88           | \$ 368.95                      | \$ 1,169.95                | \$ 10,377.40                |
| 1/31/2040                  | \$ 5,676.13          | \$ 3,154.10           | \$ 341.75                      | \$ 1,193.35                | \$ 10,365.33                |
| 1/31/2041                  | \$ 5,912.64          | \$ 2,898.67           | \$ 313.37                      | \$ 1,217.22                | \$ 10,341.89                |
| 1/31/2042                  | \$ 6,149.14          | \$ 2,625.21           | \$ 283.81                      | \$ 1,241.56                | \$ 10,299.72                |
| 1/31/2043                  | \$ 6,385.65          | \$ 2,340.81           | \$ 253.06                      | \$ 1,266.39                | \$ 10,245.91                |
| 1/31/2044                  | \$ 6,622.15          | \$ 2,045.48           | \$ 221.13                      | \$ 1,291.72                | \$ 10,180.48                |
| 1/31/2045                  | \$ 6,858.66          | \$ 1,739.20           | \$ 188.02                      | \$ 1,317.55                | \$ 10,103.43                |
| 1/31/2046                  | \$ 7,095.16          | \$ 1,421.99           | \$ 153.73                      | \$ 1,343.90                | \$ 10,014.78                |
| 1/31/2047                  | \$ 7,568.17          | \$ 1,093.84           | \$ 118.25                      | \$ 1,370.78                | \$ 10,151.05                |
| 1/31/2048                  | \$ 7,804.68          | \$ 743.81             | \$ 80.41                       | \$ 1,398.20                | \$ 10,027.10                |
| 1/31/2049                  | \$ 8,277.69          | \$ 382.84             | \$ 41.39                       | \$ 1,426.16                | \$ 10,128.08                |
| <b>Total</b>               | <b>\$ 136,700.13</b> | <b>\$ 101,908.72</b>  | <b>\$ 11,180.79</b>            | <b>\$ 30,122.03</b>        | <b>\$ 279,911.67</b>        |

<sup>1</sup>Interest is calculated at the rate of the Major Improvement Area 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 U-5 – LOT TYPE 5 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), 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  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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

**LOT TYPE 5 PRINCIPAL ASSESSMENT: \$18,818.32**

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

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 Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

\_\_\_\_\_  
SIGNATURE OF SELLER]<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 Travis County.



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

DATE:

DATE:

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

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

STATE OF TEXAS

§  
§  
§

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

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 Travis County.

## ANNUAL INSTALLMENTS - LOT TYPE 5

| Annual Installments Due | Major Improvement Area Bonds |                    |                     | Improvement Area #1 Reimbursement Obligation |                     | Annual Collection Costs | Total Annual Installment |
|-------------------------|------------------------------|--------------------|---------------------|--|---------------------|-------------------------|--------------------------|
|                         | Principal                    | Interest           | Additional Interest | Principal                                    | Interest            |                         |                          |
| 1/31/2023               | \$ 100.34                    | \$ 198.85          | \$ 22.31            | \$ 217.47                                    | \$ 646.07           | \$ 117.32               | \$ 1,302.36              |
| 1/31/2024               | \$ 100.34                    | \$ 195.09          | \$ 21.80            | \$ 228.13                                    | \$ 636.28           | \$ 119.67               | \$ 1,301.31              |
| 1/31/2025               | \$ 108.06                    | \$ 191.33          | \$ 21.30            | \$ 238.79                                    | \$ 626.02           | \$ 122.06               | \$ 1,307.55              |
| 1/31/2026               | \$ 108.06                    | \$ 187.28          | \$ 20.76            | \$ 249.45                                    | \$ 615.27           | \$ 124.50               | \$ 1,305.32              |
| 1/31/2027               | \$ 108.06                    | \$ 182.82          | \$ 20.22            | \$ 260.11                                    | \$ 604.05           | \$ 126.99               | \$ 1,302.25              |
| 1/31/2028               | \$ 115.78                    | \$ 178.36          | \$ 19.68            | \$ 272.90                                    | \$ 592.34           | \$ 129.53               | \$ 1,308.59              |
| 1/31/2029               | \$ 115.78                    | \$ 173.59          | \$ 19.10            | \$ 283.56                                    | \$ 580.06           | \$ 132.12               | \$ 1,304.21              |
| 1/31/2030               | \$ 123.49                    | \$ 168.81          | \$ 18.52            | \$ 296.35                                    | \$ 567.30           | \$ 134.77               | \$ 1,309.25              |
| 1/31/2031               | \$ 123.49                    | \$ 163.72          | \$ 17.91            | \$ 311.28                                    | \$ 553.97           | \$ 137.46               | \$ 1,307.82              |
| 1/31/2032               | \$ 131.21                    | \$ 158.16          | \$ 17.29            | \$ 324.07                                    | \$ 539.96           | \$ 140.21               | \$ 1,310.90              |
| 1/31/2033               | \$ 138.93                    | \$ 152.25          | \$ 16.63            | \$ 338.99                                    | \$ 525.37           | \$ 143.01               | \$ 1,315.20              |
| 1/31/2034               | \$ 146.65                    | \$ 146.00          | \$ 15.94            | \$ 353.92                                    | \$ 510.12           | \$ 145.87               | \$ 1,318.50              |
| 1/31/2035               | \$ 146.65                    | \$ 139.40          | \$ 15.21            | \$ 370.97                                    | \$ 494.19           | \$ 148.79               | \$ 1,315.22              |
| 1/31/2036               | \$ 154.37                    | \$ 132.80          | \$ 14.47            | \$ 388.03                                    | \$ 477.50           | \$ 151.77               | \$ 1,318.94              |
| 1/31/2037               | \$ 162.09                    | \$ 125.86          | \$ 13.70            | \$ 405.09                                    | \$ 460.04           | \$ 154.80               | \$ 1,321.57              |
| 1/31/2038               | \$ 169.80                    | \$ 118.56          | \$ 12.89            | \$ 422.14                                    | \$ 441.81           | \$ 157.90               | \$ 1,323.11              |
| 1/31/2039               | \$ 177.52                    | \$ 110.92          | \$ 12.04            | \$ 441.33                                    | \$ 422.81           | \$ 161.06               | \$ 1,325.69              |
| 1/31/2040               | \$ 185.24                    | \$ 102.93          | \$ 11.15            | \$ 460.52                                    | \$ 402.95           | \$ 164.28               | \$ 1,327.08              |
| 1/31/2041               | \$ 192.96                    | \$ 94.60           | \$ 10.23            | \$ 481.84                                    | \$ 382.23           | \$ 167.56               | \$ 1,329.42              |
| 1/31/2042               | \$ 200.68                    | \$ 85.67           | \$ 9.26             | \$ 503.16                                    | \$ 360.55           | \$ 170.91               | \$ 1,330.24              |
| 1/31/2043               | \$ 208.40                    | \$ 76.39           | \$ 8.26             | \$ 526.61                                    | \$ 337.91           | \$ 174.33               | \$ 1,331.90              |
| 1/31/2044               | \$ 216.11                    | \$ 66.75           | \$ 7.22             | \$ 550.06                                    | \$ 314.21           | \$ 177.82               | \$ 1,332.18              |
| 1/31/2045               | \$ 223.83                    | \$ 56.76           | \$ 6.14             | \$ 575.65                                    | \$ 289.45           | \$ 181.38               | \$ 1,333.21              |
| 1/31/2046               | \$ 231.55                    | \$ 46.41           | \$ 5.02             | \$ 601.23                                    | \$ 263.55           | \$ 185.00               | \$ 1,332.76              |
| 1/31/2047               | \$ 246.99                    | \$ 35.70           | \$ 3.86             | \$ 628.95                                    | \$ 236.50           | \$ 188.70               | \$ 1,340.69              |
| 1/31/2048               | \$ 254.71                    | \$ 24.27           | \$ 2.62             | \$ 656.67                                    | \$ 208.19           | \$ 192.48               | \$ 1,338.94              |
| 1/31/2049               | \$ 270.14                    | \$ 12.49           | \$ 1.35             | \$ 686.51                                    | \$ 178.64           | \$ 196.33               | \$ 1,345.47              |
| 1/31/2050               | \$ -                         | \$ -               | \$ -                | \$ 1,046.83                                  | \$ 147.75           | \$ 152.78               | \$ 1,347.36              |
| 1/31/2051               | \$ -                         | \$ -               | \$ -                | \$ 1,093.73                                  | \$ 100.64           | \$ 155.84               | \$ 1,350.21              |
| 1/31/2052               | \$ -                         | \$ -               | \$ -                | \$ 1,142.77                                  | \$ 51.42            | \$ 158.95               | \$ 1,353.14              |
| <b>Total</b>            | <b>\$ 4,461.23</b>           | <b>\$ 3,325.81</b> | <b>\$ 364.89</b>    | <b>\$ 14,357.09</b>                          | <b>\$ 12,567.16</b> | <b>\$ 4,614.21</b>      | <b>\$ 39,690.38</b>      |

*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 U-6 – LOT TYPE 6 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), 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  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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

**LOT TYPE 6 PRINCIPAL ASSESSMENT: \$279,232.16**

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

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 Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

\_\_\_\_\_  
SIGNATURE OF SELLER]<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 Travis County.

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

DATE:

DATE:

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

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

STATE OF TEXAS

§  
§  
§

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

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 Travis County.

## ANNUAL INSTALLMENTS - LOT TYPE 6

| Annual Installments Due | Major Improvement Area Bonds |                     |                     | Improvement Area #1 Reimbursement Obligation |                      | Annual Collection Costs | Total Annual Installment |
|-------------------------|------------------------------|---------------------|---------------------|--|----------------------|-------------------------|--------------------------|
|                         | Principal                    | Interest            | Additional Interest | Principal                                    | Interest             |                         |                          |
| 1/31/2023               | \$ 1,488.86                  | \$ 2,950.67         | \$ 330.99           | \$ 3,226.84                                  | \$ 9,586.58          | \$ 1,740.85             | \$ 19,324.79             |
| 1/31/2024               | \$ 1,488.86                  | \$ 2,894.84         | \$ 323.54           | \$ 3,385.02                                  | \$ 9,441.37          | \$ 1,775.67             | \$ 19,309.30             |
| 1/31/2025               | \$ 1,603.39                  | \$ 2,839.00         | \$ 316.10           | \$ 3,543.20                                  | \$ 9,289.04          | \$ 1,811.18             | \$ 19,401.92             |
| 1/31/2026               | \$ 1,603.39                  | \$ 2,778.88         | \$ 308.08           | \$ 3,701.38                                  | \$ 9,129.60          | \$ 1,847.40             | \$ 19,368.73             |
| 1/31/2027               | \$ 1,603.39                  | \$ 2,712.74         | \$ 300.06           | \$ 3,859.56                                  | \$ 8,963.04          | \$ 1,884.35             | \$ 19,323.14             |
| 1/31/2028               | \$ 1,717.92                  | \$ 2,646.60         | \$ 292.05           | \$ 4,049.37                                  | \$ 8,789.36          | \$ 1,922.04             | \$ 19,417.33             |
| 1/31/2029               | \$ 1,717.92                  | \$ 2,575.73         | \$ 283.46           | \$ 4,207.55                                  | \$ 8,607.13          | \$ 1,960.48             | \$ 19,352.27             |
| 1/31/2030               | \$ 1,832.45                  | \$ 2,504.87         | \$ 274.87           | \$ 4,397.37                                  | \$ 8,417.79          | \$ 1,999.69             | \$ 19,427.03             |
| 1/31/2031               | \$ 1,832.45                  | \$ 2,429.28         | \$ 265.70           | \$ 4,618.82                                  | \$ 8,219.91          | \$ 2,039.68             | \$ 19,405.84             |
| 1/31/2032               | \$ 1,946.97                  | \$ 2,346.82         | \$ 256.54           | \$ 4,808.63                                  | \$ 8,012.07          | \$ 2,080.48             | \$ 19,451.51             |
| 1/31/2033               | \$ 2,061.50                  | \$ 2,259.21         | \$ 246.81           | \$ 5,030.08                                  | \$ 7,795.68          | \$ 2,122.09             | \$ 19,515.36             |
| 1/31/2034               | \$ 2,176.03                  | \$ 2,166.44         | \$ 236.50           | \$ 5,251.53                                  | \$ 7,569.32          | \$ 2,164.53             | \$ 19,564.35             |
| 1/31/2035               | \$ 2,176.03                  | \$ 2,068.52         | \$ 225.62           | \$ 5,504.62                                  | \$ 7,333.00          | \$ 2,207.82             | \$ 19,515.61             |
| 1/31/2036               | \$ 2,290.56                  | \$ 1,970.60         | \$ 214.74           | \$ 5,757.70                                  | \$ 7,085.30          | \$ 2,251.97             | \$ 19,570.87             |
| 1/31/2037               | \$ 2,405.09                  | \$ 1,867.52         | \$ 203.29           | \$ 6,010.79                                  | \$ 6,826.20          | \$ 2,297.01             | \$ 19,609.90             |
| 1/31/2038               | \$ 2,519.61                  | \$ 1,759.29         | \$ 191.26           | \$ 6,263.87                                  | \$ 6,555.71          | \$ 2,342.95             | \$ 19,632.71             |
| 1/31/2039               | \$ 2,634.14                  | \$ 1,645.91         | \$ 178.66           | \$ 6,548.60                                  | \$ 6,273.84          | \$ 2,389.81             | \$ 19,670.96             |
| 1/31/2040               | \$ 2,748.67                  | \$ 1,527.37         | \$ 165.49           | \$ 6,833.32                                  | \$ 5,979.15          | \$ 2,437.61             | \$ 19,691.62             |
| 1/31/2041               | \$ 2,863.20                  | \$ 1,403.68         | \$ 151.75           | \$ 7,149.68                                  | \$ 5,671.65          | \$ 2,486.36             | \$ 19,726.32             |
| 1/31/2042               | \$ 2,977.73                  | \$ 1,271.26         | \$ 137.43           | \$ 7,466.03                                  | \$ 5,349.92          | \$ 2,536.09             | \$ 19,738.46             |
| 1/31/2043               | \$ 3,092.25                  | \$ 1,133.54         | \$ 122.54           | \$ 7,814.03                                  | \$ 5,013.95          | \$ 2,586.81             | \$ 19,763.12             |
| 1/31/2044               | \$ 3,206.78                  | \$ 990.52           | \$ 107.08           | \$ 8,162.02                                  | \$ 4,662.32          | \$ 2,638.55             | \$ 19,767.27             |
| 1/31/2045               | \$ 3,321.31                  | \$ 842.21           | \$ 91.05            | \$ 8,541.65                                  | \$ 4,295.02          | \$ 2,691.32             | \$ 19,782.56             |
| 1/31/2046               | \$ 3,435.84                  | \$ 688.60           | \$ 74.44            | \$ 8,921.28                                  | \$ 3,910.65          | \$ 2,745.14             | \$ 19,775.95             |
| 1/31/2047               | \$ 3,664.89                  | \$ 529.69           | \$ 57.26            | \$ 9,332.54                                  | \$ 3,509.19          | \$ 2,800.05             | \$ 19,893.63             |
| 1/31/2048               | \$ 3,779.42                  | \$ 360.19           | \$ 38.94            | \$ 9,743.81                                  | \$ 3,089.23          | \$ 2,856.05             | \$ 19,867.63             |
| 1/31/2049               | \$ 4,008.48                  | \$ 185.39           | \$ 20.04            | \$ 10,186.71                                 | \$ 2,650.76          | \$ 2,913.17             | \$ 19,964.54             |
| 1/31/2050               | \$ -                         | \$ -                | \$ -                | \$ 15,533.14                                 | \$ 2,192.36          | \$ 2,267.00             | \$ 19,992.50             |
| 1/31/2051               | \$ -                         | \$ -                | \$ -                | \$ 16,229.13                                 | \$ 1,493.36          | \$ 2,312.34             | \$ 20,034.83             |
| 1/31/2052               | \$ -                         | \$ -                | \$ -                | \$ 16,956.75                                 | \$ 763.05            | \$ 2,358.59             | \$ 20,078.39             |
| <b>Total</b>            | <b>\$ 66,197.15</b>          | <b>\$ 49,349.38</b> | <b>\$ 5,414.31</b>  | <b>\$ 213,035.01</b>                         | <b>\$ 186,475.55</b> | <b>\$ 68,467.05</b>     | <b>\$ 588,938.44</b>     |

*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 U-7 – IMPROVEMENT AREA #1 REMAINDER PARCEL BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

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

**IMPROVEMENT AREA #1 REMAINDER PARCEL PRINCIPAL ASSESSMENT:  
\$6,364,323.53**

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

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 Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

\_\_\_\_\_  
SIGNATURE OF SELLER]<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 Travis County.

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

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

§

§

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 Travis County.

## ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 REMAINDER PARCEL

| Annual Installments Due | Major Improvement Area Bonds |                        |                      | Improvement Area #1 Reimbursement Obligation |                        | Annual Collection Costs | Total Annual Installment |
|-------------------------|------------------------------|------------------------|----------------------|--|------------------------|-------------------------|--------------------------|
|                         | Principal                    | Interest               | Additional Interest  | Principal                                    | Interest               |                         |                          |
| 1/31/2023               | \$ 33,934.51                 | \$ 67,252.33           | \$ 7,543.90          | \$ 73,546.98                                 | \$ 218,499.43          | \$ 39,677.83            | \$ 440,454.99            |
| 1/31/2024               | \$ 33,934.51                 | \$ 65,979.79           | \$ 7,374.23          | \$ 77,152.23                                 | \$ 215,189.82          | \$ 40,471.38            | \$ 440,101.96            |
| 1/31/2025               | \$ 36,544.86                 | \$ 64,707.24           | \$ 7,204.56          | \$ 80,757.47                                 | \$ 211,717.97          | \$ 41,280.81            | \$ 442,212.91            |
| 1/31/2026               | \$ 36,544.86                 | \$ 63,336.81           | \$ 7,021.83          | \$ 84,362.72                                 | \$ 208,083.88          | \$ 42,106.43            | \$ 441,456.53            |
| 1/31/2027               | \$ 36,544.86                 | \$ 61,829.34           | \$ 6,839.11          | \$ 87,967.96                                 | \$ 204,287.56          | \$ 42,948.56            | \$ 440,417.38            |
| 1/31/2028               | \$ 39,155.21                 | \$ 60,321.86           | \$ 6,656.38          | \$ 92,294.25                                 | \$ 200,329.00          | \$ 43,807.53            | \$ 442,564.23            |
| 1/31/2029               | \$ 39,155.21                 | \$ 58,706.70           | \$ 6,460.61          | \$ 95,899.50                                 | \$ 196,175.76          | \$ 44,683.68            | \$ 441,081.45            |
| 1/31/2030               | \$ 41,765.55                 | \$ 57,091.56           | \$ 6,264.83          | \$ 100,225.79                                | \$ 191,860.28          | \$ 45,577.35            | \$ 442,785.37            |
| 1/31/2031               | \$ 41,765.55                 | \$ 55,368.73           | \$ 6,056.01          | \$ 105,273.13                                | \$ 187,350.12          | \$ 46,488.90            | \$ 442,302.44            |
| 1/31/2032               | \$ 44,375.90                 | \$ 53,489.28           | \$ 5,847.18          | \$ 109,599.43                                | \$ 182,612.83          | \$ 47,418.68            | \$ 443,343.29            |
| 1/31/2033               | \$ 46,986.25                 | \$ 51,492.36           | \$ 5,625.30          | \$ 114,646.77                                | \$ 177,680.86          | \$ 48,367.05            | \$ 444,798.58            |
| 1/31/2034               | \$ 49,596.59                 | \$ 49,377.98           | \$ 5,390.37          | \$ 119,694.11                                | \$ 172,521.75          | \$ 49,334.39            | \$ 445,915.20            |
| 1/31/2035               | \$ 49,596.59                 | \$ 47,146.14           | \$ 5,142.38          | \$ 125,462.50                                | \$ 167,135.52          | \$ 50,321.08            | \$ 444,804.21            |
| 1/31/2036               | \$ 52,206.94                 | \$ 44,914.29           | \$ 4,894.40          | \$ 131,230.89                                | \$ 161,489.71          | \$ 51,327.50            | \$ 446,063.73            |
| 1/31/2037               | \$ 54,817.29                 | \$ 42,564.98           | \$ 4,633.37          | \$ 136,999.28                                | \$ 155,584.32          | \$ 52,354.05            | \$ 446,953.28            |
| 1/31/2038               | \$ 57,427.63                 | \$ 40,098.20           | \$ 4,359.28          | \$ 142,767.67                                | \$ 149,419.35          | \$ 53,401.13            | \$ 447,473.26            |
| 1/31/2039               | \$ 60,037.98                 | \$ 37,513.95           | \$ 4,072.14          | \$ 149,257.11                                | \$ 142,994.80          | \$ 54,469.15            | \$ 448,345.15            |
| 1/31/2040               | \$ 62,648.33                 | \$ 34,812.25           | \$ 3,771.95          | \$ 155,746.55                                | \$ 136,278.23          | \$ 55,558.54            | \$ 448,815.85            |
| 1/31/2041               | \$ 65,258.68                 | \$ 31,993.07           | \$ 3,458.71          | \$ 162,957.04                                | \$ 129,269.64          | \$ 56,669.71            | \$ 449,606.84            |
| 1/31/2042               | \$ 67,869.02                 | \$ 28,974.85           | \$ 3,132.42          | \$ 170,167.53                                | \$ 121,936.57          | \$ 57,803.10            | \$ 449,883.49            |
| 1/31/2043               | \$ 70,479.37                 | \$ 25,835.91           | \$ 2,793.07          | \$ 178,099.07                                | \$ 114,279.03          | \$ 58,959.16            | \$ 450,445.61            |
| 1/31/2044               | \$ 73,089.72                 | \$ 22,576.24           | \$ 2,440.67          | \$ 186,030.60                                | \$ 106,264.57          | \$ 60,138.35            | \$ 450,540.16            |
| 1/31/2045               | \$ 75,700.06                 | \$ 19,195.84           | \$ 2,075.23          | \$ 194,683.19                                | \$ 97,893.20           | \$ 61,341.11            | \$ 450,888.64            |
| 1/31/2046               | \$ 78,310.41                 | \$ 15,694.71           | \$ 1,696.73          | \$ 203,335.78                                | \$ 89,132.45           | \$ 62,567.94            | \$ 450,738.01            |
| 1/31/2047               | \$ 83,531.10                 | \$ 12,072.85           | \$ 1,305.17          | \$ 212,709.41                                | \$ 79,982.34           | \$ 63,819.30            | \$ 453,420.18            |
| 1/31/2048               | \$ 86,141.45                 | \$ 8,209.54            | \$ 887.52            | \$ 222,083.05                                | \$ 70,410.42           | \$ 65,095.68            | \$ 452,827.66            |
| 1/31/2049               | \$ 91,362.15                 | \$ 4,225.50            | \$ 456.81            | \$ 232,177.73                                | \$ 60,416.68           | \$ 66,397.60            | \$ 455,036.47            |
| 1/31/2050               | \$ -                         | \$ -                   | \$ -                 | \$ 354,034.99                                | \$ 49,968.69           | \$ 51,669.95            | \$ 455,673.62            |
| 1/31/2051               | \$ -                         | \$ -                   | \$ -                 | \$ 369,898.06                                | \$ 34,037.11           | \$ 52,703.35            | \$ 456,638.52            |
| 1/31/2052               | \$ -                         | \$ -                   | \$ -                 | \$ 386,482.18                                | \$ 17,391.70           | \$ 53,757.42            | \$ 457,631.30            |
| <b>Total</b>            | <b>\$ 1,508,780.58</b>       | <b>\$ 1,124,782.33</b> | <b>\$ 123,404.16</b> | <b>\$ 4,855,542.95</b>                       | <b>\$ 4,250,193.60</b> | <b>\$ 1,560,516.71</b>  | <b>\$ 13,423,220.32</b>  |

*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 B**

**LANDOWNER AGREEMENT**

**LAGOS PUBLIC IMPROVEMENT DISTRICT (MANOR)  
IMPROVEMENT AREA #1**

**LANDOWNER AGREEMENT  
AND NOTICE OF ASSESSMENTS**

among

**CITY OF MANOR, TEXAS**

and

**706 INVESTMENT PARTNERSHIP, LTD.,**

and

**ASHTON AUSTIN RESIDENTIAL L.L.C.**

and

**PULTE HOMES OF TEXAS, L.P.**

and

**PETER A. DWYER**

Dated as of:

\_\_\_\_\_, 2022



**LANDOWNER AGREEMENT AND NOTICE OF ASSESSMENTS  
(Lagos Public Improvement District – Improvement Area #1)**

This **LANDOWNER AGREEMENT AND NOTICE OF ASSESSMENTS** (the “Agreement”) is entered into among the **CITY OF MANOR**, a political subdivision of the State of Texas (the “City”), **706 INVESTMENT PARTNERSHIP, LTD.**, a Texas limited partnership, (including its Designated Successors and Assigns, “706 Investment”), **ASHTON AUSTIN RESIDENTIAL L.L.C.**, a Texas limited liability company (“Ashton”), and **PULTE HOMES OF TEXAS, L.P.**, a Texas limited partnership (“Pulte”) (Ashton and Pulte, collectively the “Builder”), and **PETER A. DWYER**, individually (“Dwyer”) (706 Investment, Builder, and Peter A. Dwyer collectively, the “Landowners”). The Landowners and the City are referred to herein collectively as the “Parties.” This Agreement shall be effective on the latest date it is executed by all the Parties (the “Effective Date”).

**RECITALS**

WHEREAS, the Lagos Public Improvement District (Manor) (the “*District*”), 173.212 acres more particularly described in Exhibit “A,” was created by the City pursuant to the authority of Chapter 372, Texas Local Government Code, as amended (the “PID Act”);

WHEREAS, Landowners own approximately 120.583 acres of land out of the District, identified as “Improvement Area #1” (“IA #1”), which is the area that has been or will be developed and is more particularly described by metes and bounds in Exhibit B-1, and is depicted on the map in Exhibit B-2.”

WHEREAS, 706 Investment owns certain land within IA #1, which is more particularly described and depicted in Exhibit “C;”

WHEREAS, Ashton and Pulte own certain land within IA #1, which is more particularly described and depicted in attached Exhibit “D-1” (owned by Ashton) and “D-2” (owned by Pulte);

WHEREAS, Dwyer owns certain land within IA #1, which is more particularly described in attached Exhibit “E;”

WHEREAS, the land in IA #1 constitutes taxable, privately-owned land located within the District;

WHEREAS, 706 Investment, 706 Development Corporation and the City entered into that certain Lagos Public Improvement District Financing Agreement (as such agreement may be amended from time to time as provided therein, the “PID Financing Agreement”), relating to, among other matters, the levy of assessments on the Property, the issuance of revenue bonds secured by such assessments, and the construction of the “Authorized Improvements” as defined therein;

WHEREAS, 706 Development Corporation has since sold the property within IA #1 that it previously owned on the Effective Date of the PID Financing Agreement and, accordingly, is not a signatory to this Agreement;

WHEREAS, the City Council of the City of Manor (the “City Council”) has contemporaneously herewith adopted an assessment ordinance (Ordinance No. \_\_\_) (including all exhibits, the “Assessment Ordinance”) that levied assessments (the “Assessments”) on each assessed parcel within District (each, an “Assessed Parcel”), which Assessments will be pledged as security for the payment of bonds issued by the City (the “PID Bonds”) to pay for, among other things, the costs of constructing the Authorized Improvements that will confer a special benefit on the property in the District;

WHEREAS, the Assessment Ordinance includes an Amended and Restated Service and Assessment Plan 2022 (“Service and Assessment Plan”); and

WHEREAS, the Service and Assessment Plan includes an “Assessment Roll” setting forth the amount of the Assessment for each Assessed Parcel, including the amount of the “Annual Installments” for each Assessment paid in installments.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the Parties agree as follows:

**ARTICLE I**  
**DEFINITIONS; APPROVAL OF AGREEMENTS**

Definitions. Capitalized terms used but not defined in this Agreement (including the exhibits hereto) shall have the meanings given to them in the PID Financing Agreement.

Affirmation of Recitals. The matters set forth in the Recitals of this Agreement are true and correct and are incorporated in this Agreement as official findings of the City Council.

**ARTICLE II**  
**AGREEMENT OF LANDOWNERS**

A. Landowners, to the extent such matters relate to their respective portions of the Property, ratify, confirm, accept, agree to, and approve:

- (i) the creation of the District, the boundaries of the District, and the boundaries of the Assessed Parcels;
- (ii) the location and construction of the Authorized Improvements;
- (iii) the determinations and findings of special benefit to the Assessed Parcels made by the City Council in the Assessment Ordinance and Service and Assessment Plan; and
- (iv) the Assessment Ordinance and the Service and Assessment Plan.

B. Landowners, to the extent such matters relate to their respective portions of the Property, consent, acknowledge, accept, and agree:

- (i) to the Assessments to be levied against the applicable Assessed Parcels as shown on the Assessment Roll, as the Assessment Roll may be amended from time to time;
- (ii) that the Authorized Improvements confer a special benefit on the Assessed Parcels in an amount that exceeds the Assessments against the Assessed Parcels as shown on the Assessment Roll;
- (iii) that the Assessments against the Assessed Parcels are final, conclusive, and binding upon the Landowner and its successors and assigns;
- (iv) to pay the Assessments against the Assessed Parcels when due and in the amounts stated in the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;
- (v) that each Assessment or reassessment against the Assessed Parcels, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Assessed Parcels, superior to all other liens claims except liens or claims for state, county, school district or municipality ad valorem taxes, and is a personal liability of and charge against the owner of the Assessed Parcels regardless of whether the owner is named;
- (vi) that Assessment liens on the Assessed Parcels are liens and covenants that run with the land and are effective from the date of the Assessment Ordinance and continue until the Assessments are paid in full and may be enforced by the governing body of the City in the same manner that ad valorem tax liens against real property may be enforced;
- (vii) that delinquent installments of Assessments against the Assessed Parcels shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;
- (viii) that the owner of an Assessed Parcel may pay at any time the entire Assessment against the Assessed Parcel, with interest that has accrued on the Assessment to the date of such payment;
- (ix) that Annual Installments may be adjusted, decreased, and extended and that owners of the Assessed Parcels shall be obligated to pay such Annual Installments as adjusted, decreased, or extended, when due and without the necessity of further action, assessments, or reassessments by the City Council, provided that the principal portion of the Annual Installments shall not increase without a public hearing as provided in Section 372.016 of the PID Act; and
- (x) that each Landowner has received, or hereby waives, all notices required by State law (including, but not limited to the PID Act) in connection with the creation of the District and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Assessment Roll.

C. Landowners, to the extent such matters relate to their respective portions of the Property, hereby waive:

- (i) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District, defining the Assessed Parcels, adopting the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll, levying of the Assessments, and determining the amount of the Annual Installments of the Assessments;
- (ii) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the creation of the District and notice of public hearings regarding the approval of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll and regarding the levy of the Assessments and determining the amount of the Annual Installments of the Assessments;

- (iii) any and all actions and defenses against the adoption or amendment of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;
- (iv) any and all actions and defenses against the City’s finding of “special benefit” pursuant to the PID Act and as set forth in the Service and Assessment Plan and the levy of the Assessments and determining the amount of the Annual Installments of the Assessments; and
- (v) any right to object to the legality of the Assessment Ordinance, the Service and Assessment Plan, the Assessment Roll, or the Assessments or to any proceedings connected therewith.

**ARTICLE III**  
**TEXAS PROPERTY CODE SECTION 5.014 NOTICE**

The following notice is required to be given by any seller of any Assessed Parcel that is “real property,” pursuant Section 5.014 of the Texas Property Code, to the purchaser of such real property before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract:

**NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT  
DISTRICT ASSESSMENT TO THE CITY OF MANOR, TEXAS,  
CONCERNING THE FOLLOWING PROPERTY  
(insert property address)**

As the purchaser of the real property located in a public improvement district described above, you are obligated to pay assessments to the City of Manor, Texas, for the costs of a portion of a public improvement or services project (“*Authorized Improvements*”) undertaken for the benefit of the property within the Lagos Public Improvement District (“*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 Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amount and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or 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.

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: \_\_\_\_\_ Signature of Purchaser: \_\_\_\_\_

At the closing of each purchase and sale, each Landowner agrees to execute, and have executed by the purchaser, a separate copy of the notice required by Section 5.014 with current information, and to record or have recorded the notice in the Official Public Records of Travis County.

**ARTICLE IV**  
**DEDICATION OF AUTHORIZED IMPROVEMENTS**

Landowners acknowledge that the Authorized Improvements, together with the land, easements, or other rights-of-way needed for the Authorized Improvements, shall be dedicated to the City, Travis County, or Owner’s Association. Landowners agree to execute such conveyances and/or dedications as may be reasonably required to evidence the same.

**ARTICLE V**  
**MEMORANDUM OF ASSESSMENT ORDINANCE**

At its election, the City may record in the Official Public Records of Travis County a memorandum against the Property (or such applicable portions thereof) relating to the Assessment Ordinance approved by the City Council that further evidences the lien and encumbrances created upon the Property (or such applicable portions thereof) and/or the name and contact information of the Administrator of the District who can provide additional information and documentation regarding the Assessments.

**ARTICLE VI**  
**MISCELLANEOUS**

A. Notices. Any notice or other communication (a “Notice”) required or contemplated by this Agreement shall be given at the addresses set forth below. Notices as to one or more Assessed Parcels shall only be given to the Landowner that owns the applicable Assessed Parcels. Notices as to all of the Property shall be given to all Landowners. Notices shall be in writing and shall be deemed given: (i) five business days after being deposited in the United States Mail, Registered or Certified Mail, Return Receipt Requested; or (ii) when delivered by a nationally recognized private delivery service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the delivery address. Each Party may change its address by written notice to the other Parties in accordance with this section.

Landowners:

706 Investment Partnership, Ltd.  
c/o Dwyer Realty Co. Inc.  
Attn: Pete Dwyer  
9900 Hwy 290 East  
Manor, TX 78653

Peter A. Dwyer  
9900 Hwy 290 East  
Manor, TX 78653

With a copy to (for notices to  
706 Investment Partnership Ltd. and Dwyer):  
Armbrust & Brown, PLLC  
Attn: Sharon J. Smith  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701  
Facsimile: (512) 435-6590

Ashton Austin Residential L.L.C.  
Attn: Keith Pearson  
10721 Research Boulevard, Suite B-210  
Austin, Texas 78759

Pulte Homes of Texas, L.P.  
Attn: Stephen Ashlock  
9401 Amberglen Blvd., Bldg I, Suite 150  
Austin, Texas 78729

City:  
City of Manor  
Attn: Scott Dunlop, Interim City Manager  
105 E. Eggleston  
Manor, Texas 78653

B. Parties in Interest. In the event of the sale or transfer of an Assessed Parcel or any portion thereof to a non-end user or homeowner, the purchaser or transferee shall be deemed to have assumed the obligations of the Landowners with respect to such Assessed Parcel or such portion thereof, and the seller or transferor shall be released with respect to such Assessed Parcel or portion thereof. Notwithstanding the foregoing, the holders of PID Bonds are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties.

C. Amendments. This Agreement may be amended only by a written instrument executed by all the Parties. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the Land and recorded in the Official Public Records of Travis County, Texas.

D. Estoppels. Within 10 days after written request from any Party, the other Party shall provide a written certification indicating whether this Agreement remains in effect as to an Assessed Parcel and whether any Party is then in default hereunder.

E. Termination. This Agreement shall terminate as to each Assessed Parcel upon payment in full of the Assessment against the Assessed Parcel.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED by the Parties on the dates stated below.

**CITY OF MANOR, TEXAS**

By: \_\_\_\_\_  
Name: Dr. Christopher Harvey  
Title: Mayor  
Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

**ACKNOWLEDGMENT**

STATE OF TEXAS            §  
  §  
COUNTY OF \_\_\_\_\_ §

THIS INSTRUMENT is acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Dr. Christopher Harvey, as Mayor of the City of Manor, Texas and attested to by Lluvia T. Almaraz, City Secretary of the City of Manor, Texas, on behalf of the City.

(SEAL)

\_\_\_\_\_  
Notary Public Signature



**706 INVESTMENT PARTNERSHIP, LTD.,**  
a Texas limited partnership

By: 706 Investment GP, Inc.,  
a Texas corporation, its General Partner

By: \_\_\_\_\_  
Name: Peter A. Dwyer  
Title: President  
Date: \_\_\_\_\_

ACKNOWLEDGMENT

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Peter A. Dwyer, President of 706 Investment GP, Inc., a Texas corporation, General Partner of 706 Investment Partnership, Ltd., a Texas limited partnership on behalf of the partnerships.

\_\_\_\_\_  
Notary Public Signature

(SEAL)

**ASHTON AUSTIN RESIDENTIAL L.L.C.,**  
a Texas limited liability company

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

**ACKNOWLEDGMENT**

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, \_\_\_\_\_ of Ashton Austin Residential L.L.C., a Texas limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public Signature

(SEAL)

**PULTE HOMES OF TEXAS, L.P.,**  
a Texas limited partnership

By: Pulte Nevada I LLC,  
a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_  
Stephen Ashlock  
Vice President of Land Development  
Date: \_\_\_\_\_

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF TRAVIS    §

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Stephen Ashlock as Vice President of Land Development of Pulte Nevada I LLC, a Delaware limited liability company, as general partner of Pulte Homes of Texas, L.P., a Texas limited partnership, on behalf of that limited liability company and that limited partnership.

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

(seal)

**PETER A. DWYER**

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

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

ACKNOWLEDGMENT

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Peter A. Dwyer, individually.

\_\_\_\_\_  
Notary Public Signature

(SEAL)

After Recording Return to:  
City of Manor  
Attn: City Secretary  
105 E. Eggleston Street  
Manor, Texas 78653

# EXHIBIT A DISTRICT LEGAL DESCRIPTION

## LEGAL DESCRIPTION 173.212 ACRES OF LAND

173.212 acres of land located in James Manor Survey No. 40, Abstract No. 546, the Calvin Barker Survey No. 38, Abstract No. 58, the James Manor Survey No. 39, Abstract No. 528, the James H. Manor Survey No. 37, Abstract No. 520 Travis County, Texas and being a portion of that certain tract of land conveyed to 706 Investment Partnership, LTD., a Texas limited partnership, as described in Document Number 2005114143, Official Public Records of Travis County, Texas; said 173.212 acres being more particularly described as follows:

**BEGINNING**, at a set ½ inch iron rod with KHA cap, marking the intersection of the southerly right of way line of Blake Manor Road (variable right of way), with the easterly right of way line of F.M. 973, same being the northwesterly corner of said 706 Investment Partnership, LTD. Tract;

**THENCE**, along the southerly line of said Blake Manor Road, the following courses:

South 79deg 43' 00" East, a distance of 1399.04 feet, to a found ½ inch iron rod with cap;  
North 27deg 58' 57" East, a distance of 1.64 feet, to a found ½ inch iron rod with cap;  
Southeasterly, along the arc of a curve to the right having a radius of 785.51 feet, a central angle of 12deg 02' 09", an arc length of 165.01 feet and a chord bearing: South 64deg 48' 28" East, 164.70 feet, to a found ½ inch iron rod with cap;  
South 58deg 53' 38" East, a distance of 851.34 feet, to a found ½ inch iron rod with cap;  
Southeasterly, along the arc of a curve to the right having a radius of 785.51 feet, a central angle of 29deg 49' 04", an arc length of 408.79 feet and a chord bearing: South 44deg 01' 37" East, 404.20 feet, to a found ½ inch iron rod with cap;  
South 29deg 04' 06" East, a distance of 1115.99 feet, to a set ½ inch iron rod with "KHA" cap;

**THENCE**, leaving the southerly line of Blake Manor Road and across the said 706 Investment Partnership, LTD. tract, the following courses:

South 61deg 50' 31" West, a distance of 2766.50 feet, to a set ½ inch iron rod with "KHA" cap;  
Southwesterly, along the arc of a curve to the right having a radius of 1000.00 feet, a central angle of 36deg 16' 07", an arc length of 633.01 feet and a chord bearing: South 80deg 00' 08" West, 622.49 feet, to a found ½ inch iron rod with cap;  
North 81deg 51' 49" West, a distance of 626.86 feet, to a set ½ inch iron rod with "KHA" cap located in the easterly right of way line of said F.M. 973;

**THENCE**, along the easterly line of said F.M. 973, the following courses:

North 4°17'10" East, 131.97 feet to a point of for corner;  
Northeasterly, along the arc of a curve to the right having a radius of 5679.58 feet, a central angle of 6deg 07' 33", an arc length of 607.25 feet and a chord bearing: North 7deg 22' 34" West, 606.96 feet, to a found ½ inch iron rod with cap marking the southwestern-most corner of that certain 13.34 acre tract of land conveyed to the Board of Trustees of the Manor Independent School District, as described in Document Number 2015151286, Official Public Records of Travis County, Texas;

**THENCE**, departing the easterly line of said F.M. 973 and along the boundary of said 13.34 acre tract, the following courses:

South 76°23'26" East, a distance of 256.24 feet to a found ½ inch iron rod with cap for corner;  
South 80°30'13" East, a distance of 398.47 feet to a found ½ inch iron rod with cap for corner;  
South 87°44'52" East, a distance of 225.56 feet to a found ½ inch iron rod with cap for corner;  
North 48°03'21" East, a distance of 396.94 feet to a found ½ inch iron rod with cap of for corner;  
Northwesterly, along the arc of a curve to the left having a radius of 1365.00 feet, a central angle of 37deg 04' 43", an arc length of 883.35 feet and a chord bearing: North 60deg 29' 01" East, 868.02 feet, to a found ½ inch iron rod with cap;  
North 79°01'23" West, a distance of 268.98 feet to a found ½ inch iron rod with cap of curvature;

Lagos PID – 173.212 acres  
Job No. 069241738 – February 22, 2019– Page 1 of 3

JGM  
2-22-2019

Southwesterly, along the arc of a curve to the left having a radius of 25.00 feet, a central angle of 90deg 00' 48", an arc length of 39.28 feet and a chord bearing: South 55deg 58' 13" West, 35.36 feet, to a found 1/8 inch iron rod with cap located in the easterly right of way line of said F.M. 973;

**THENCE**, North 10°57'49" East, a distance of 2063.79 feet along the easterly right of way line of said F.M. 973 to the **POINT OF BEGINNING**, and containing 173.212 acres of land in Travis County, Texas, as shown in the document saved in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

Basis of Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based GPS observation.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*John G. Mosier 2-22-2019*

John G. Mosier  
Registered Professional Land Surveyor No. 6330  
Kimley-Horn and Associates, Inc.  
601 NW Loop 410, Suite 350  
San Antonio, Texas 78216  
Ph. 210-541-9166



**EXHIBIT B-1**  
**IMPROVEMENT AREA #1 LEGAL DESCRIPTION**

120.582 acres of land, being the 173.212 acres within the Lagos PID, save and except the 48.510 acres comprising the Lagos Phase 1 Final Plat as recorded under Document Number 201800065 of the Official Public Records of Travis County, Texas, and save and except the 4.120 acres in the James Manor Survey, as further described here:

[Remainder of page intentionally left blank]

**A METES AND BOUNDS  
DESCRIPTION OF A  
4.120 ACRE TRACT OF LAND**

**BEING** 4.120 acre (179,467 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas; being a portion of that certain 675.6978 acre tract described in instrument to 706 Investment Partnership, LTD, as described in document No. 2005114143 of the Official Public Records of Travis County; and being more particularly described as follows:

**BEGINNING**, at a 1/2-inch iron rod with a plastic cap stamped "KHA" set at the intersection of the southerly right-of-way line of Blake Manor Road (width varies), with the easterly right-of-way line of F.M. 973 (100' width), marking the northwest corner of said 675.6978 acre tract;

**THENCE**, South 79°43'00" East, 440.25 feet along the southerly right-of-way line of said Blake Manor to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for the northeast corner of herein described tract;

**THENCE**, South 10°19'09" West, 408.18 feet crossing said 675.6978 acre tract to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the northeasterly line of Lot 1, Block B, Lagos Phase 1, plat of which is recorded in Document No. 201800065 of the Official Public Records of Travis County;

**THENCE**, North 79°02'12" West, 444.81 feet along the northeasterly line of said Lot 1, Block B to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the easterly right-of-way line of said F.M. 973 for the southwest corner of herein described tract;

**THENCE**, North 10°57'49" East, 402.93 feet along the easterly right-of-way line of said F.M. 973 to the **POINT OF BEGINNING** and containing 4.120 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.



*John G. Mosier*  
9-3-2019

JOHN G. MOSIER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
greg.mosier@kimley-horn.com

EXHIBIT OF A  
4.120 ACRE TRACT  
JAMES MANOR SURVEY NO. 40  
ABSTRACT NO. 546  
CITY OF MANOR, TRAVIS COUNTY, TEXAS

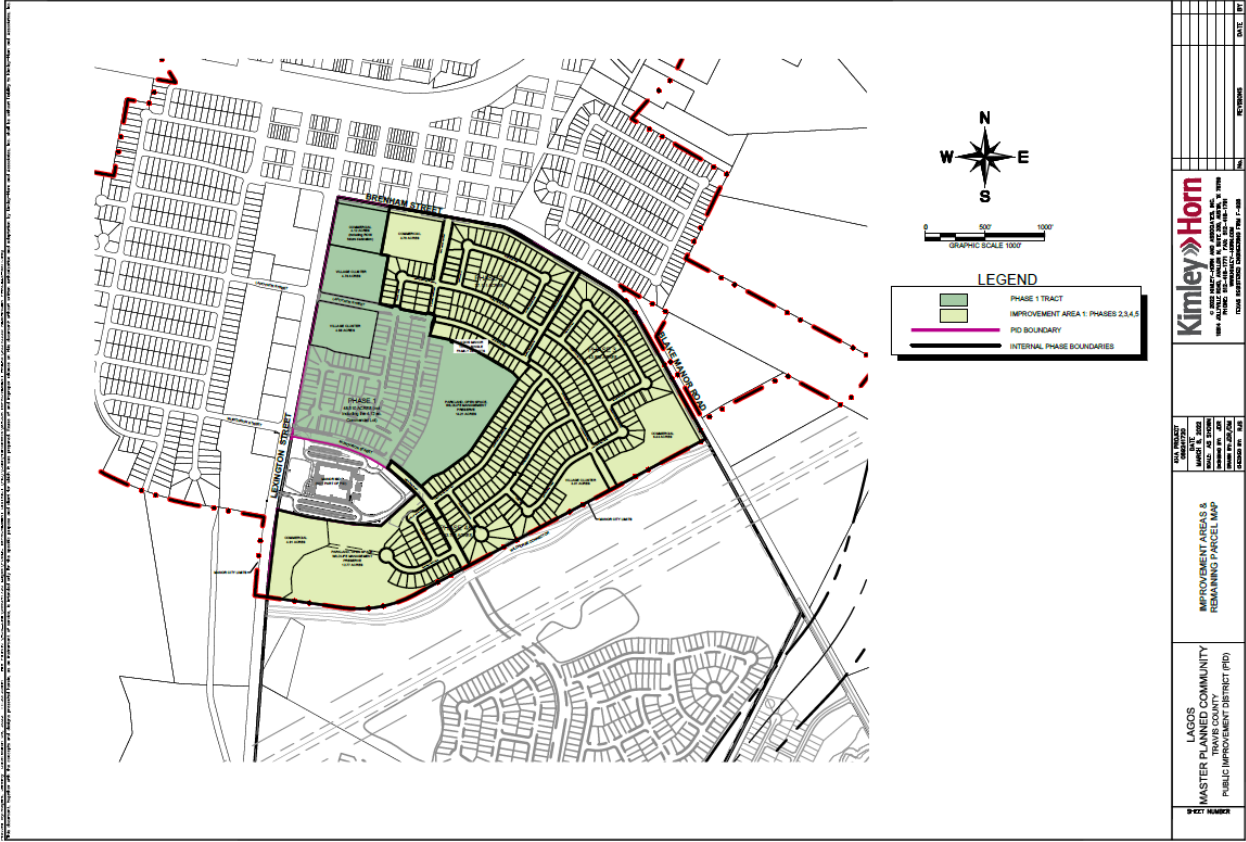
**Kimley»Horn**

601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

| Scale | Drawn by | Checked by | Date      | Project No. | Sheet No. |
|-------|----------|------------|-----------|-------------|-----------|
| N/A   | MAV      | JGM        | SEP. 2019 | 059241722   | 1 OF 2    |



# EXHIBIT B-2 IMPROVEMENT AREA #1 BOUNDARY MAP



|  |                              |  |  |  |
|--|------------------------------|--|--|--|
|  | <b>Kimley</b><br><b>Horn</b> |  |  |  |
| 42002 HORN-CORRIGAN AND ASSOCIATES, INC.<br>1700 PARKWAY DRIVE, SUITE 1000, FARMINGTON, CT 06030<br>PHONE: 860.633.1100 FAX: 860.633.1101<br>WWW.KIMLEY-HORN.COM |                              |  |  |  |
| SHEET NO.<br>DATE  |                              |  |  |  |
| PROJECT NO.<br>DATE  |                              |  |  |  |
| DRAWN BY<br>CHECKED BY<br>DATE   |                              |  |  |  |
| IMPROVEMENT AREAS &<br>REMAINING PARCEL MAP  |                              |  |  |  |
| LAGOS<br>PLANNED COMMUNITY<br>PUBLIC IMPROVEMENT DISTRICT (PID)  |                              |  |  |  |
| SHEET NUMBER   |                              |  |  |  |

**EXHIBIT C**  
**706 INVESTMENT PARTNERSHIP (aka DEVELOPER) LAND**

1. Lot 13, Block F, Lagos Phase 2 Final Plat as recorded under Document Number 202100127 of the Official Public Records of Travis County, Texas.
  
2. Approximately 10.453 acres of land, as more particularly described and depicted here:

**A METES AND BOUNDS  
DESCRIPTION OF A  
10.453 ACRE TRACT OF LAND**

**BEING** a 10.453 acre (455,344 square feet) tract of land situated in the Calvin Baker Survey No. 38, Abstract No. 58, City of Manor, Travis County, Texas; being a portion of a called 675.6978 acre tract of land described in instrument to 706 Investment Partnership Ltd., recorded in Document No. 2005114143 of the Official Public Records of Travis County; and being more particularly described as follows:

**BEGINNING** at an "X" in concrete found on the southwesterly right-of-way line of Blake Manor Road (variable width) marking the eastmost southeast corner of that certain 72.132 acre tract of land described in instrument to Pulte Homes of Texas, L.P., recorded in Document No. 2021030519 of the Official Public Records of Travis County;

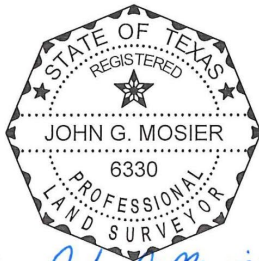
**THENCE**, South 29°04'06" East, 471.49 feet to a point marking the southeast corner of herein described tract;

**THENCE**, South 61°50'31" West, 1400.46 feet departing the southwesterly right-of-way line of said Blake Manor Road and crossing said 675.6978 acre tract to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking a southerly-southeast corner of said 72.132 acre tract and the south corner of herein described tract;

**THENCE**, along the southeasterly boundary of said 72.132 acre tract, the following sixteen (16) courses and distances:

1. North 42°21'07" West, 51.03 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 33°37'37" East, 180.27 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 56°22'23" West, 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. North 33°37'37" East, 160.96 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
5. in a northeasterly direction, along a tangent curve to the right, a central angle of 27°18'04", a radius of 275.00 feet, a chord bearing and distance of North 47°16'39" East, 129.80 feet, and a total arc length of 131.04 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
6. North 61°00'12" East, 201.11 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
7. South 27°51'29" East, 120.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. North 61°19'53" East, 160.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. North 73°53'33" East, 51.23 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. North 71°38'00" East, 58.94 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
11. North 57°02'07" East, 105.51 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
12. North 4°51'33" East, 98.16 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
13. North 28°29'31" West, 194.52 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. North 60°55'41" East, 114.39 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
15. North 68°44'15" East, 247.19 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
16. North 60°55'54" East, 50.00 feet to the **POINT OF BEGINNING**, and containing 10.453 acres of land in Travis County,

Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.



*John G. Mosier*  
3-21-2022

JOHN G. MOSIER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
greg.mosier@kimley-horn.com

**EXHIBIT OF A  
10.453 ACRE  
TRACT OF LAND**  
CALVIN BAKER SURVEY NO. 38,  
ABSTRACT NO. 58  
CITY OF MANOR, TRAVIS COUNTY,  
TEXAS

**Kimley»Horn**

601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

| Scale | Drawn by | Checked by | Date      | Project No. | Sheet No. |
|-------|----------|------------|-----------|-------------|-----------|
| N/A   | ###      | JGM        | 3/21/2022 | ###         | 1 OF 2    |

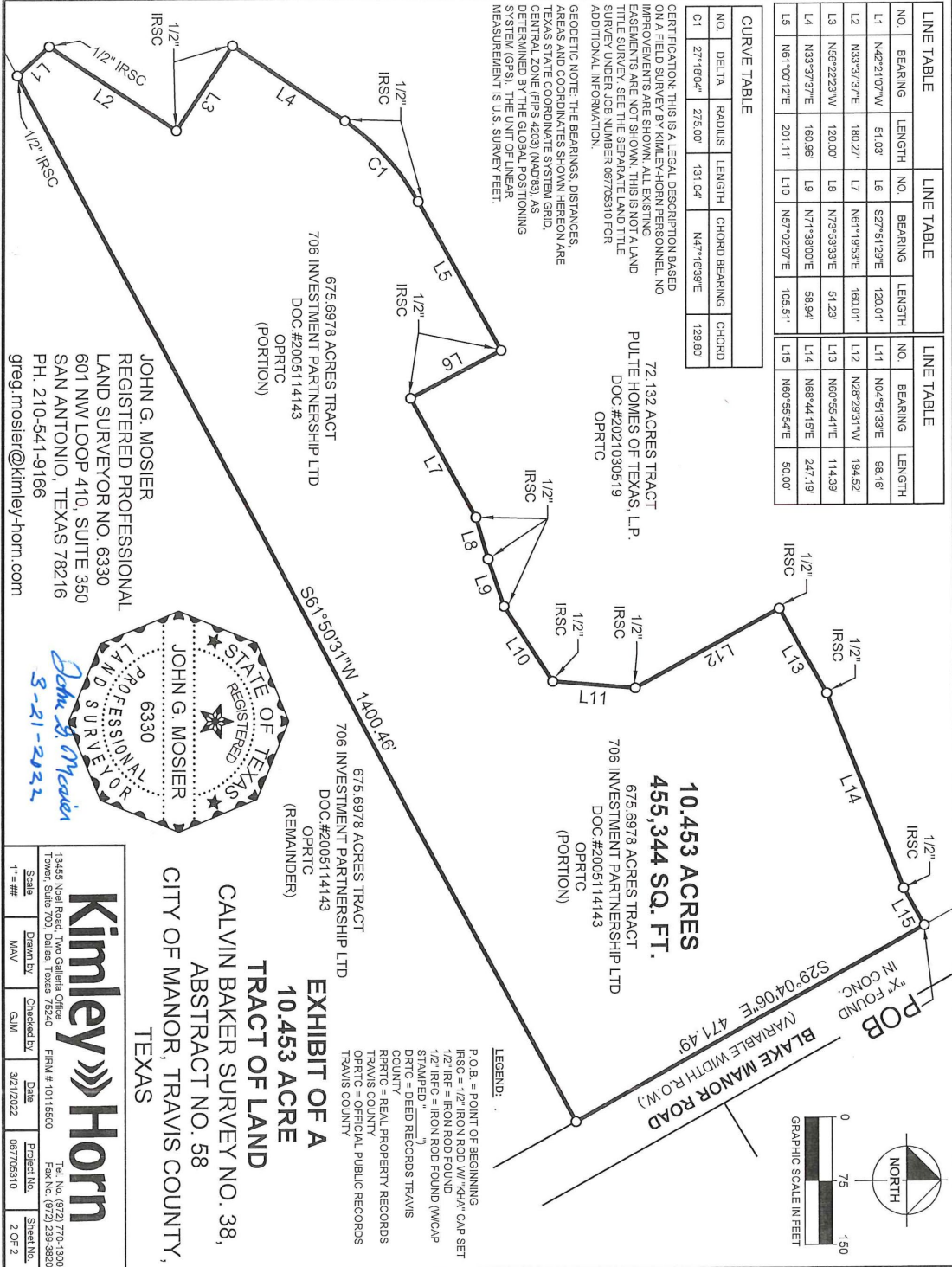
VILLARREAL, MIGUEL 3/21/2022 4:14 PM KISNA\_SURVEYLAGOS DEVELOPMENT067705310-LAGOS PHASE 3, 4, & 5DWGEXHIBITS10.453AC-706 INVESTMENTS.DWG

| LINE TABLE |             |         | LINE TABLE |             |         | LINE TABLE |             |         |
|------------|-------------|---------|------------|-------------|---------|------------|-------------|---------|
| NO.        | BEARING     | LENGTH  | NO.        | BEARING     | LENGTH  | NO.        | BEARING     | LENGTH  |
| L1         | N42°21'07"W | 51.03   | L6         | S27°51'29"E | 120.01' | L11        | N04°51'33"E | 98.16'  |
| L2         | N33°37'37"E | 180.27' | L7         | N61°19'53"E | 160.01' | L12        | N28°29'31"W | 194.62' |
| L3         | N56°22'23"W | 120.00' | L8         | N73°53'33"E | 51.23'  | L13        | N60°55'41"E | 114.39' |
| L4         | N33°37'37"E | 160.96' | L9         | N71°38'00"E | 58.94'  | L14        | N68°44'15"E | 247.19' |
| L5         | N61°00'12"E | 201.11' | L10        | N57°02'07"E | 105.51' | L15        | N60°55'54"E | 50.00'  |

| CURVE TABLE |           |         |               |
|-------------|-----------|---------|---------------|
| NO.         | DELTA     | RADIUS  | CHORD BEARING |
| C1          | 27°18'04" | 275.00' | N47°16'39"E   |
|             |           |         | 128.80'       |

CERTIFICATION: THIS IS A LEGAL DESCRIPTION BASED ON A FIELD SURVEY BY KIMLEY-HORN PERSONNEL. NO CLAIMS OF INTEREST OR EASEMENTS ARE NOT SHOWN. THIS IS NOT A TITLE SURVEY. SEE THE SEPARATE LAND TITLE SURVEY UNDER JOB NUMBER 06705910 FOR ADDITIONAL INFORMATION.

GEODETIC NOTE: THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203 (NAD83), NAD 83) DATUM, USING THE 2011 EARTH MEASUREMENT SYSTEM (EPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.



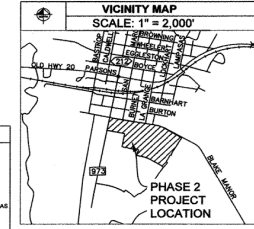
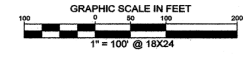
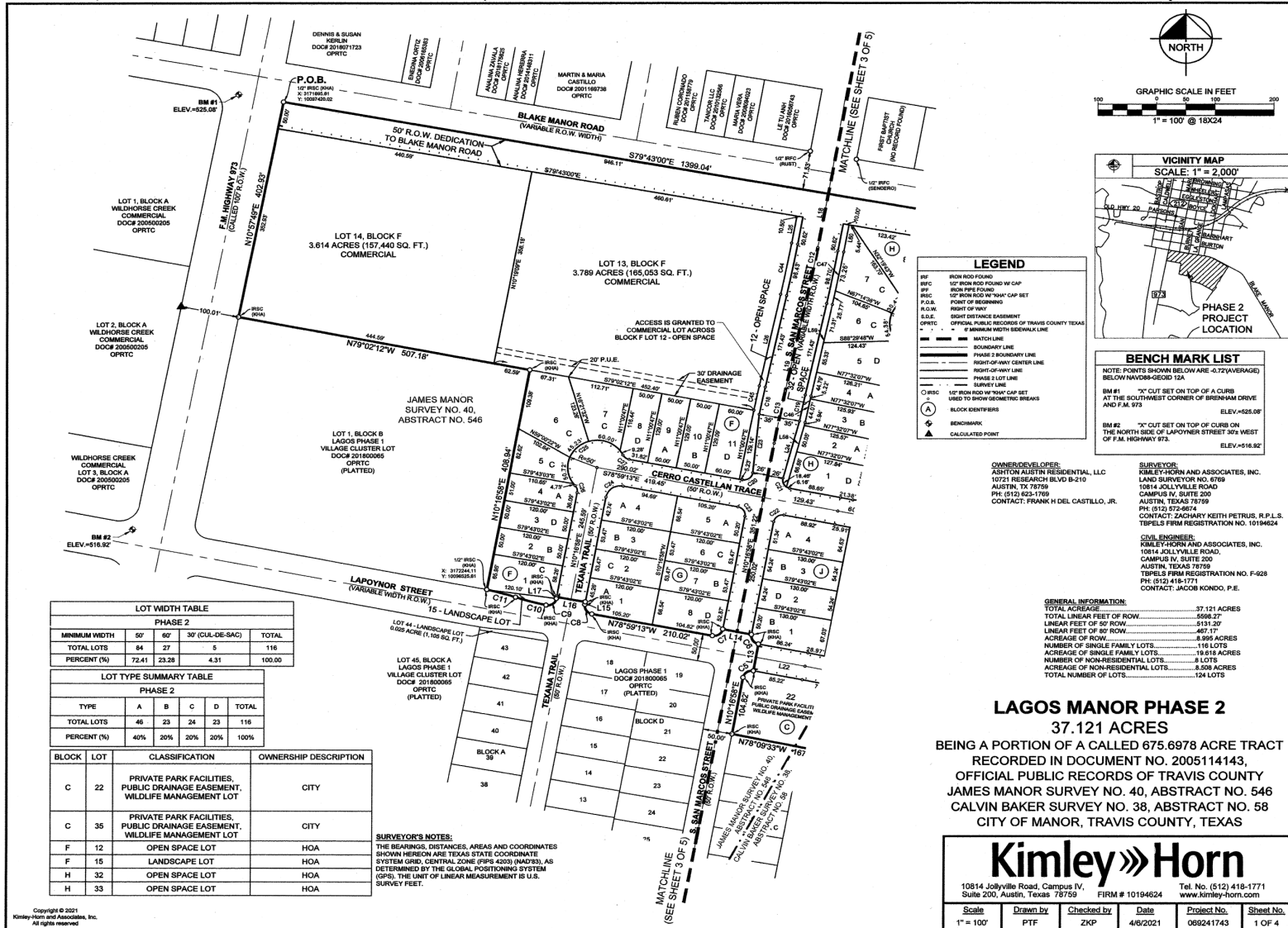
**EXHIBIT D-1**  
**ASHTON AUSTIN RESIDENTIAL L.L.C. LAND**

Lagos Phase 2 Final Plat (attached hereto) as recorded under Document Number 202100127 of the Official Public Records of Travis County, Texas, SAVE and EXCEPT Lot 13, Block F and Lot 14, Block F.

05/25/2021

\$ 129

202100127



**LEGEND**

- RF IRON ROD FOUND
- SFC 1/2" IRON ROD FOUND W/ CAP
- SFI IRON PIPE FOUND
- REC 1/2" IRON ROD W/ 100' CAP SET
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- S.E.E. SIGHT DISTANCE EASEMENT
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
- 1" 1/2" IRON ROD WITH BENCH MARK
- MATCH LINE
- BOUNDARY LINE
- PHASE 2 BOUNDARY LINE
- RIGHT-OF-WAY CENTER LINE
- RIGHT-OF-WAY LINE
- PHASE 2 LOT LINE
- SURVEY LINE
- IRSC 1/2" IRON ROD W/ 100' CAP SET USED TO SHOW GEOMETRIC BREAKS
- ⊙ BENCH MARKS
- ▲ CALCULATED POINT

**BENCH MARK LIST**

NOTE: POINTS SHOWN BELOW ARE (±) 1/2" (VARIABLE) BELOW NAVD83-GEOD 12A

BM #1 "X" CUT SET ON TOP OF A CURB AT THE SOUTHWEST CORNER OF BROWNHAM DRIVE AND F.M. 973 ELEV = 525.08

BM #2 "X" CUT SET ON TOP OF CURB ON THE NORTH SIDE OF LAPOYNER STREET 3/4" WEST OF F.M. HIGHWAY 973. ELEV = 516.92

**OWNER/DEVELOPER:**  
ASHTON AUSTIN RESIDENTIAL, LLC  
10721 RESEARCH BLVD B-210  
AUSTIN, TX 78759  
PH: (512) 623-1769  
CONTACT: FRANK H DEL CASTILLO, JR.

**SURVEYOR:**  
KIMLEY-HORN AND ASSOCIATES, INC.  
LAND SURVEYOR NO. 6769  
10814 JOLLYVILLE ROAD  
CAMPUS IV, SUITE 200  
AUSTIN, TEXAS 78759  
PH: (512) 572-6674  
CONTACT: ZACHARY KEITH PETRUS, R.P.L.S.  
TSPELS FIRM REGISTRATION NO. 10194624

**CIVIL ENGINEER:**  
KIMLEY-HORN AND ASSOCIATES, INC.  
10814 JOLLYVILLE ROAD  
CAMPUS IV, SUITE 200  
AUSTIN, TEXAS 78759  
TSPELS FIRM REGISTRATION NO. F-628  
PH: (512) 418-1771  
CONTACT: JACOB KONDO, P.E.

**GENERAL INFORMATION:**

|                                 |              |
|---------------------------------|--------------|
| TOTAL ACRES                     | 37.121 ACRES |
| TOTAL LINEAR FEET OF ROW        | 5596.27      |
| LINEAR FEET OF 50' ROW          | 5131.20'     |
| LINEAR FEET OF 80' ROW          | 467.17'      |
| ACREAGE OF ROW                  | 8.998 ACRES  |
| NUMBER OF SINGLE FAMILY LOTS    | 118 LOTS     |
| ACREAGE OF SINGLE FAMILY LOTS   | 19.616 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS  | 8 LOTS       |
| ACREAGE OF NON-RESIDENTIAL LOTS | 8.508 ACRES  |
| TOTAL NUMBER OF LOTS            | 124 LOTS     |

**LOT WIDTH TABLE**

| PHASE 2       |       |       |                  |        |
|---------------|-------|-------|------------------|--------|
| MINIMUM WIDTH | 50'   | 80'   | 30' (CUL-DE-SAC) | TOTAL  |
| TOTAL LOTS    | 84    | 27    | 5                | 116    |
| PERCENT (%)   | 72.41 | 23.28 | 4.31             | 100.00 |

**LOT TYPE SUMMARY TABLE**

| PHASE 2     |     |     |     |     |       |
|-------------|-----|-----|-----|-----|-------|
| TYPE        | A   | B   | C   | D   | TOTAL |
| TOTAL LOTS  | 46  | 23  | 24  | 23  | 116   |
| PERCENT (%) | 40% | 20% | 20% | 20% | 100%  |

| BLOCK | LOT | CLASSIFICATION   | OWNERSHIP DESCRIPTION |
|-------|-----|--|-----------------------|
| C     | 22  | PRIVATE PARK FACILITIES, PUBLIC DRAINAGE EASEMENT, WILDLIFE MANAGEMENT LOT | CITY                  |
| C     | 35  | PRIVATE PARK FACILITIES, PUBLIC DRAINAGE EASEMENT, WILDLIFE MANAGEMENT LOT | CITY                  |
| F     | 12  | OPEN SPACE LOT   | HOA                   |
| F     | 15  | LANDSCAPE LOT  | HOA                   |
| H     | 32  | OPEN SPACE LOT   | HOA                   |
| H     | 33  | OPEN SPACE LOT   | HOA                   |

**SURVEYOR'S NOTES:**  
THE BEARING, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (PRG 4309) DATUM, AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

**LAGOS MANOR PHASE 2**  
37.121 ACRES  
BEING A PORTION OF A CALLED 675.6978 ACRE TRACT RECORDED IN DOCUMENT NO. 2005114143, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 54 CALVIN BAKER SURVEY NO. 38, ABSTRACT NO. 58 CITY OF MANOR, TRAVIS COUNTY, TEXAS

**Kimley»Horn**

10814 Jollyville Road, Campus IV Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com

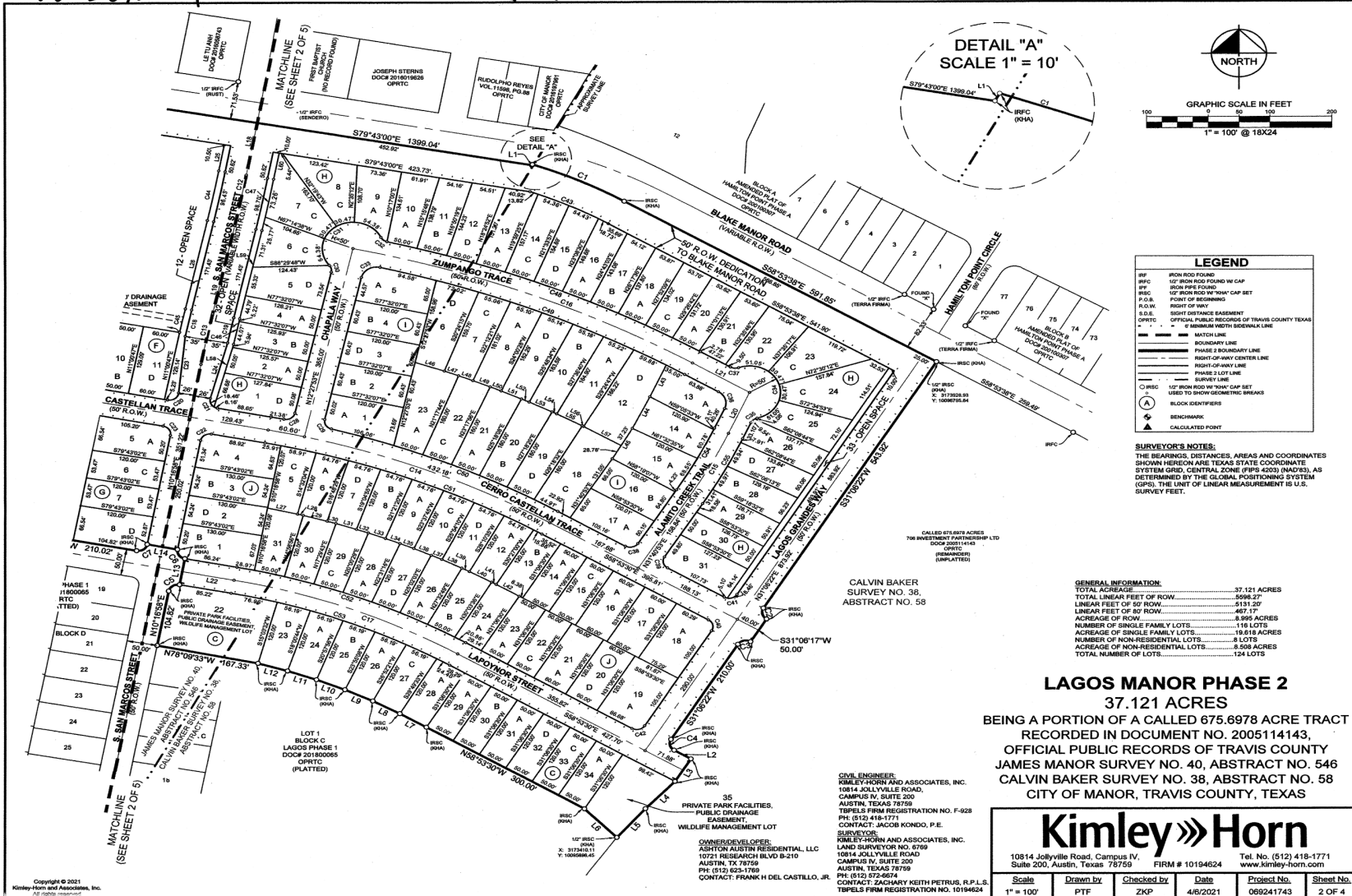
|           |          |            |          |             |           |
|-----------|----------|------------|----------|-------------|-----------|
| Scale     | Drawn by | Checked by | Date     | Project No. | Sheet No. |
| 1" = 100' | PTF      | ZKP        | 4/6/2021 | 069241743   | 1 OF 4    |



05125/2021

\$129

202100127



**LEGEND**

- 1/2" IRFC IRON ROD FOUND
- 1/2" IRFC IRON ROD FOUND IN CAP
- IRFC POINT OF BEGINNING
- IRFC 1/2" IRON ROD W/ "MM" CAP SET
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- RIGHT DISTANCE EASEMENT
- OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
- 6" BURNISH WIDTH SIDEWALK LINE
- - - MATCH LINE
- BOUNDARY LINE
- PHASE 2 BOUNDARY LINE
- RIGHT-OF-WAY CENTER LINE
- RIGHT-OF-WAY LINE
- PHASE 2 LOT LINE
- SURVEY LINE
- IRFC 1/2" IRON ROD W/ "MM" CAP SET USED TO SHOW GEOMETRIC BREAKS
- ⊙ BLOCK IDENTIFIERS
- BENCHMARK
- ▲ CALCULATED POINT

**SURVEYOR'S NOTES:**  
 THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

**GENERAL INFORMATION:**

|                                 |              |
|---------------------------------|--------------|
| TOTAL ACRES                     | 37.121 ACRES |
| TOTAL LINEAR FEET OF ROW        | 5098.27'     |
| LINEAR FEET OF 50' ROW          | 5151.00'     |
| LINEAR FEET OF 80' ROW          | 487.17'      |
| ACREAGE OF ROW                  | 8.995 ACRES  |
| NUMBER OF SINGLE FAMILY LOTS    | 116 LOTS     |
| ACREAGE OF SINGLE FAMILY LOTS   | 16.616 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS  | 8 LOTS       |
| ACREAGE OF NON-RESIDENTIAL LOTS | 8.508 ACRES  |
| TOTAL NUMBER OF LOTS            | 124 LOTS     |

**LAGOS MANOR PHASE 2**  
 37.121 ACRES  
 BEING A PORTION OF A CALLED 675.6978 ACRE TRACT  
 RECORDED IN DOCUMENT NO. 2005114143,  
 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY  
 JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546  
 CALVIN BAKER SURVEY NO. 38, ABSTRACT NO. 58  
 CITY OF MANOR, TRAVIS COUNTY, TEXAS

**Kimley»Horn**  
 10814 Jollyville Road, Campus IV, Suite 200, Austin, Texas 78759  
 Tel. No. (512) 418-1771  
 www.kimley-horn.com  
 FIRM # 10194624

| Scale     | Drawn by | Checked by | Date     | Project No. | Sheet No. |
|-----------|----------|------------|----------|-------------|-----------|
| 1" = 100' | PTF      | ZKP        | 4/8/2021 | 069241743   | 2 OF 4    |

Exhibit D-1, Page 3

**EXHIBIT D-2**  
**PULTE HOMES OF TEXAS, L.P. LAND**

**A METES AND BOUNDS  
DESCRIPTION OF A  
72.132 ACRE TRACT OF LAND**

**BEING** a 72.132 acre (3,142,052 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546 and the Calvin Baker Survey No. 38, Abstract No. 58, City of Manor, Travis County, Texas; being a portion of a called 675.6978 acre tract of land described in instrument to 706 Investment Partnership Ltd. recorded in Document No. 2005114143 of the Official Public Records of Travis County; and being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod with a plastic cap stamped "KHA" set at the intersection of with the southeasterly right-of-way line of Lagos Grandes Way (50 foot width) and the southwesterly right-of-way line of Blake Manor Road (variable width) and marking the northeastern-most subdivision corner of Lagos Phase 2, plat pending in the Official Public Records of Travis County, on the southwesterly right-of-way line of Blake Manor Road from which a 1/2-inch iron rod with plastic cap stamped "Capitol Surveying" bears North 58°53'38" West, 591.85 feet to the **POINT OF BEGINNING** at an east corner of proposed Lagos Phase 2, for a north corner of this tract;

**THENCE**, continuing along the southerly right-of-way line of said Blake Manor Road the following three (3) courses and distances:

1. South 58°53'38" East, 259.49 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set at a point of curvature;
2. in a southeasterly direction, along a tangent curve to the right, a central angle of 29°49'04", a radius of 785.51 feet, a chord bearing and distance of South 44°01'37" East, 404.20 feet, and a total arc length of 408.79 feet to a 1/2-inch iron rod with a plastic cap stamped "Capitol Surveying" found for corner;
3. South 29°04'06" East, 644.51 feet to a "X" cut in concrete set marking the east corner of this tract;

**THENCE**, departing the southwesterly right-of-way line of said Blake Manor Road and crossing said 675.6978 acre tract the following twenty-five (25) courses and distances:

1. South 60°55'54" West, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. South 68°44'15" West, 247.19 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 60°55'41" West, 114.39 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. South 28°29'31" East, 194.52 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
5. South 4°51'33" West, 98.16 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
6. South 57°02'07" West, 105.51 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
7. South 71°38'00" West, 58.94 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. South 73°53'33" West, 51.23 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. South 61°19'53" West, 160.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. North 27°51'29" West, 120.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
11. South 61°00'12" West, 201.11 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
12. in a southwesterly direction, along a tangent curve to the left, a central angle of 27°18'04", a radius of 275.00 feet, a chord bearing and distance of South 47°16'39" West, 129.80 feet, and a total arc length of 131.04 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
13. South 33°37'37" West, 160.96 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. South 56°22'23" East, 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
15. South 33°37'37" West, 180.27 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
16. South 42°21'07" East, 51.03 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
17. South 61°50'31" West, 1366.04 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
18. in a southwesterly direction, along a tangent curve to the right, a central angle of 36°16'07", a radius of 1000.00 feet, a chord bearing and distance of South 80°00'08" West, 622.49 feet, and a total arc length of 633.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for point of tangency;
19. North 81°51'49" West, 507.74 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
20. North 57°51'29" East, 105.83 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
21. North 3°30'06" West, 116.05 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
22. North 11°09'23" East, 99.76 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
23. North 42°02'02" East, 131.35 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
24. North 67°53'03" East, 226.77 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;



25. North 4°46'08" West, 210.55 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set in the southerly boundary line of a called 13.34 acre tract of land described to the Board of Trustees of the Manor Independent School District as shown on instrument recorded in Document No. 2015151286 of the Official Public Records of Travis County; for an exterior corner of this tract;

**THENCE**, along the boundary of said 13.34 acre tract the following four (4) courses and distances:

1. South 80°30'13" East, 232.76 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. South 87°44'52" East, 225.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 48°03'21" East, 396.94 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for an interior corner of this tract;
4. in a northwesterly direction, along a non-tangent curve to the left, a central angle of 13°48'44", a radius of 1365.00 feet, a chord bearing and distance of North 48°52'09" West, 328.27 feet, and a total arc length of 329.06 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at the southerly corner of the east terminus of Murchison Street and a south corner of Lagos Phase 1, plat of which is recorded in Document No. 201800065 of the Official Public Records of Travis County; for an east corner of this tract;

**THENCE**, North 34°13'29" East, 70.00 feet along the east terminus line of said Murchison Street to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at the northerly corner of the east terminus of said Murchison Street, for a north corner of this tract;

**THENCE**, along the boundary of said Lagos Phase 1 the following ten (10) courses and distances:

1. in a southeasterly direction, along a non-tangent curve to the right, a central angle of 13°00'58", a radius of 1435.00 feet, a chord bearing and distance of South 49°16'02" East, 325.30 feet, and a total arc length of 326.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
2. North 49°42'30" East, 69.90 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
3. North 50°32'36" East, 59.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
4. North 67°24'58" East, 51.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
5. North 69°34'19" East, 41.67 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
6. North 54°27'18" East, 50.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
7. North 53°16'10" East, 200.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
8. North 42°29'28" East, 49.81 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
9. North 33°37'37" East, 650.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
10. North 35°15'25" East, 68.67 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at an east corner of said Lagos Phase 1 and a south corner of said proposed Lagos Phase 2, for an angle corner of this tract;

**THENCE**, along the southeasterly boundary line of said proposed Lagos Phase 2 the following ten (10) courses and distances:

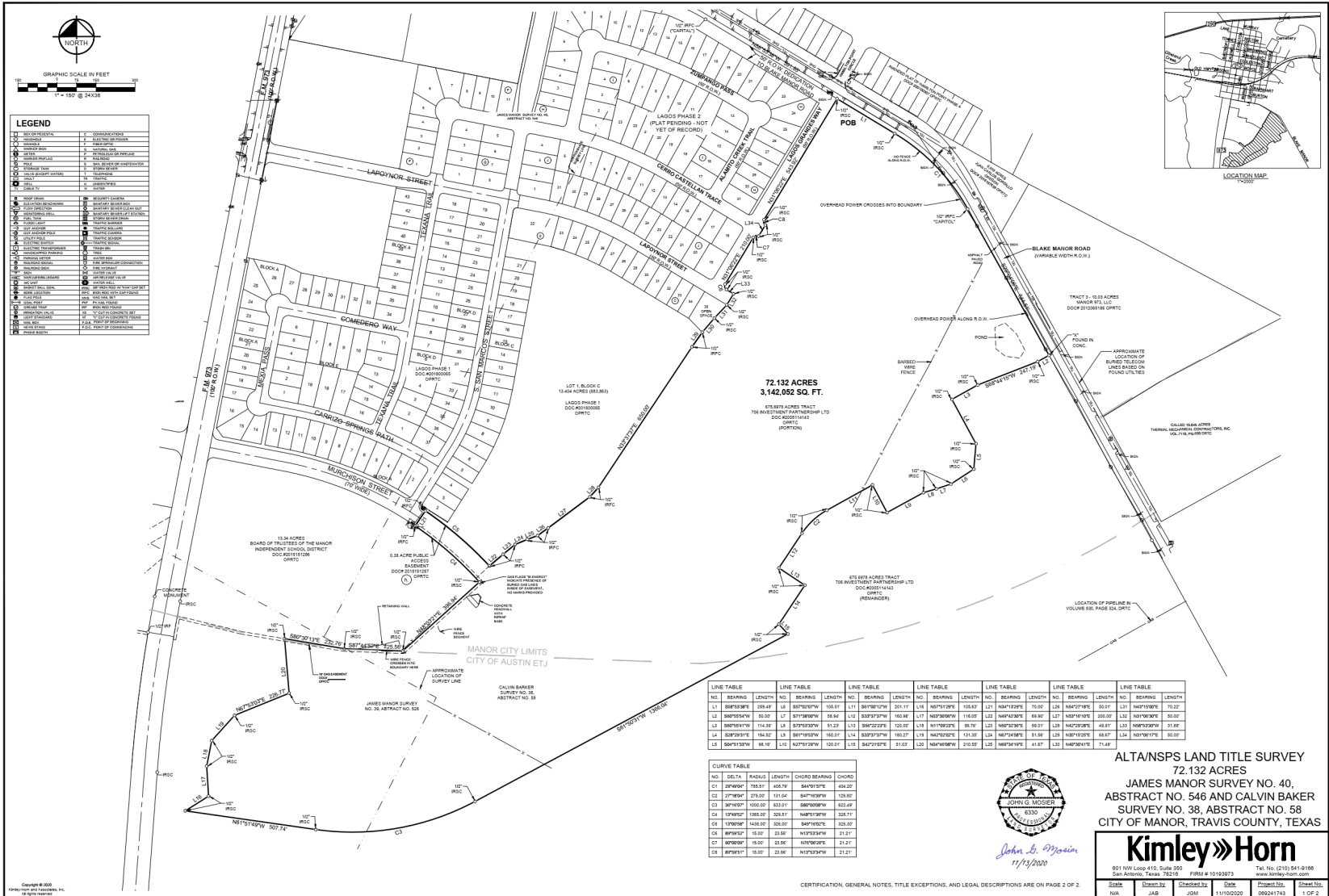
1. North 40°30'41" East, 71.49 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 43°15'00" East, 70.22 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 31°06'30" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. North 58°53'30" West, 31.88 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
5. in a northwesterly direction, along a tangent curve to the right, a central angle of 89°59'52", a radius of 15.00 feet, a chord bearing and distance of North 13°53'34" West, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
6. North 31°06'22" East, 210.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
7. in a northeasterly direction, along a tangent curve to the right, a central angle of 90°00'09", a radius of 15.00 feet, a chord bearing and distance of North 76°06'26" East, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. North 31°06'17" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. in a northwesterly direction, along a non-tangent curve to the right, a central angle of 89°59'51", a radius of 15.00 feet, a chord bearing and distance of North 13°53'34" West, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;

10. North 31°06'22" East, 543.92 feet to the **POINT OF BEGINNING**, and containing 72.132 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

*John G. Mosier* 11-13-2020

John G. Mosier  
Registered Professional Land Surveyor No. 6330  
Kimley-Horn and Associates, Inc.  
601 NW Loop 410, Suite 350  
San Antonio, Texas 78216  
Ph. 210-541-9166  
greg.mosier@kimley-horn.com





| LINE TABLE | LINE TABLE  | LINE TABLE | LINE TABLE | LINE TABLE  | LINE TABLE | LINE TABLE | LINE TABLE  |
|------------|-------------|------------|------------|-------------|------------|------------|-------------|
| NO.        | BEARING     | LENGTH     | NO.        | BEARING     | LENGTH     | NO.        | BEARING     |
| L1         | S89°32'00"W | 299.49     | L6         | S89°02'00"W | 109.51     | L11        | S81°02'00"W |
| L2         | S89°02'00"W | 59.00      | L7         | S71°00'00"W | 85.84      | L12        | S20°32'00"W |
| L3         | S89°02'00"W | 114.39     | L8         | S79°02'00"W | 51.23      | L13        | S08°22'00"W |
| L4         | S89°02'00"W | 164.82     | L9         | S81°02'00"W | 160.01     | L14        | S03°32'00"W |
| L5         | S84°32'00"W | 68.17      | L10        | N27°02'00"W | 120.51     | L15        | S62°18'00"E |
| L16        | S62°18'00"E | 210.52     | L17        | N84°00'00"W | 210.52     | L18        | N63°04'00"E |
| L19        | N63°04'00"E | 41.67      | L20        | N63°04'00"E | 41.67      | L21        | N63°04'00"E |
| L22        | N63°04'00"E | 71.49      |            |             |            |            |             |

| CURVE TABLE | NO.       | DELTA   | RADIUS | LENGTH      | CHORD BEARING | CHORD |
|-------------|-----------|---------|--------|-------------|---------------|-------|
| C1          | 20°00'00" | 785.51  | 409.79 | S48°03'00"E | 454.20        |       |
| C2          | 27°00'00" | 279.00  | 191.04 | S47°00'00"W | 129.00        |       |
| C3          | 30°00'00" | 160.00  | 620.51 | S60°00'00"W | 620.48        |       |
| C4          | 15°00'00" | 1365.00 | 323.51 | N63°04'00"E | 323.71        |       |
| C5          | 17°00'00" | 1420.00 | 323.00 | S47°00'00"E | 323.00        |       |
| C6          | 8°00'00"  | 13.00   | 23.36  | N70°00'00"W | 23.21         |       |
| C7          | 8°00'00"  | 13.00   | 23.36  | N70°00'00"E | 23.21         |       |
| C8          | 8°00'00"  | 13.00   | 23.36  | N70°00'00"W | 23.21         |       |



John G. Mouser  
11/13/2020

ALT/NPS LAND TITLE SURVEY  
72.132 ACRES  
JAMES MANOR SURVEY NO. 40,  
ABSTRACT NO. 546 AND CALVIN BAKER  
SURVEY NO. 38, ABSTRACT NO. 58  
CITY OF MANOR, TRAVIS COUNTY, TEXAS

**Kimley»Horn**  
851 NW Loop 410, Suite 300  
San Antonio, Texas 78216  
Tel. No. (210) 541-0100  
www.kimley-horn.com

|       |         |      |             |                  |
|-------|---------|------|-------------|------------------|
| Drawn | Checked | Date | Project No. | Sheet No.        |
| NA    | JAB     | JOM  | 11/10/2020  | 090241743 1 OF 2 |

CERTIFICATION, GENERAL NOTES, TITLE EXCEPTIONS, AND LEGAL DESCRIPTIONS ARE ON PAGE 2 OF 2.

Exhibit D-2, Page 4

**EXHIBIT E**  
**PETER A. DWYER LAND**

Lot 1, Block R, Lagos Phase 4 and 5 Final Plat as recorded under Document Number 202200060  
of the Official Public Records of Travis County, Texas.