

ORDINANCE NO. 1034

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF KYLE, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2019 (6 CREEKS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT); APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT, AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; PROVIDING AN EFFECTIVE DATE; AND ACCEPTING AND APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN AND AN UPDATED IMPROVEMENT AREA #1 ASSESSMENT ROLL

WHEREAS, the City of Kyle, Texas (the “City”), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”), has previously established the “Blanco River Ranch Public Improvement District” (the “District”), pursuant to Resolution No. 1065 adopted by the City Council of the City (the “City Council”) on June 6, 2017; and

WHEREAS, the authorization creating the District became effective on June 14, 2017 upon publication of Resolution No. 1065 in the *Hays Free Press*, a newspaper of general circulation in the City; and

WHEREAS, on September 18, 2018, the City Council approved the renaming of the District to the “6 Creeks Public Improvement District” and adopted Resolution No. 1118; and

WHEREAS, pursuant to the PID Act, the City Council published notice and held a public hearing on September 18, 2018, regarding the levy of special assessments within the District, closed the public hearing, and after a second reading of the proposed ordinance on October 1, 2018, the City Council adopted Ordinance No. 1018 (the “Assessment Ordinance”); and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted the “Service and Assessment Plan” (as defined and described in the Assessment Ordinance, the “Original Service and Assessment Plan”) relating to the District and levied the “Assessments” (as defined in the Original Service and Assessment Plan, the “Assessments”) against the “Assessment Roll” (as defined and described in the Original Service and Assessment Plan. Capitalized terms used in this preamble and not otherwise defined shall have the meaning assigned thereto in the Service and Assessment Plan (as defined below); and

WHEREAS, the City authorized and approved in substantially final form that certain Blanco River Ranch Public Improvement District Financing Agreement (the “Financing Agreement”) between the City and HMBRR Development, Inc., a Texas corporation (the “Landowner”), HMBRR, L.P., a Texas limited partnership (“HMBRR 1”), and HMBRR LP #2, a Texas limited partnership (“HMBRR 2” and collectively with the Landowner and HMBRR 1,

the “HMBRR Entities”), on July 18, 2017, and as amended on April 16, 2019, pursuant to which the City has agreed to issue revenue bonds payable from Assessments to pay for the costs of constructing authorized improvements as identified in the Service and Assessment Plan (the “Improvement Area #1 Projects”); and

WHEREAS, the City Council has found and determined that it is in the best interests of the City to issue its bonds to be designated “City of Kyle, Texas Special Assessment Revenue Bonds, Series 2019 (6 Creeks Public Improvement District Improvement Area #1 Project)” (the “Series 2019 Bonds”), such series to be payable from and secured by the Trust Estate, as defined in the hereinafter defined Indenture; and

WHEREAS, the City is authorized by the PID Act to issue the Series 2019 Bonds for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects (the term “Actual Costs,” as used in this Ordinance is defined in Section 2(a) of this Ordinance below) (ii) paying interest on the Series 2019 Bonds during and after the period of acquisition and construction of the Improvement Area #1 Projects, (iii) funding a reserve account for payment of principal and interest on the Series 2019 Bonds, (iv) paying a portion of the Actual Costs incidental to the organization and administration of the District, and (v) paying the costs of issuance of the Series 2019 Bonds; and

WHEREAS, in connection with the issuance of the Series 2019 Bonds for the purposes of paying the costs of the Improvement Area #1 Projects, the City has determined such improvements confer a special benefit on the District, as provided in Section III of the Service and Assessment Plan and further depicted on Exhibit H of the Service and Assessment Plan; and

WHEREAS, the City’s Home Rule Charter provides that the City may not issue debt other than general obligation bonds approved by a public vote without prior public notice and a public hearing; and

WHEREAS, the City published notice of a public hearing on the issuance of the Series 2019 Bonds on April 24, 2019, in the time and manner required by the City’s Home Rule Charter; and

WHEREAS, the meeting at which this Ordinance was considered was open to the public as required by law; the public notice of the time, place, and purpose of that meeting was given as required by Chapter 551, Texas Government Code, as amended; and the meeting was conducted pursuant to the public notice required by the City’s Home Rule Charter that was published on April 24, 2019, and included a public hearing on the issuance of the Series 2019 Bonds; and

WHEREAS, after conducting the duly noticed public hearing on the issuance of the Series 2019 Bonds, the City Council, as set out in this Ordinance, hereby approves the: (i) issuance of the Series 2019 Bonds to finance the Improvement Area #1 Projects as identified in the Service and Assessment Plan, (ii) form, terms, and provisions of the Indenture (defined below) securing the Series 2019 Bonds authorized hereby, (iii) form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the Underwriter (defined below) of the Series 2019 Bonds, (iv) form, content and use by the Underwriter of the Limited

Offering Memorandum (defined below), (v) form, terms and provisions of the Continuing Disclosure Agreement (defined below) and (vi) form, terms and provisions of the Acquisition and Reimbursement Agreement (defined below); and

WHEREAS, pursuant to the PID Act and to the terms of the Original Service and Assessment Plan, the City Council now desires to amend and restate the Original Service and Assessment Plan, including the Improvement Area #1 Assessment Roll, with the Amended and Restated Service and Assessment Plan in the form attached hereto as Exhibit E (as amended and restated, the “Service and Assessment Plan”), to reflect the issuance of the Series 2019 Bonds, the interest rates thereon, and updates to other terms of the Original Service and Assessment Plan;

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

SECTION 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein.

SECTION 2. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Series 2019 Bonds in the principal amount of \$7,495,000 for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects (the term “Actual Costs” as used in this Ordinance means the actual costs paid or incurred by or on behalf of the Owner): (1) to plan, finance, design, acquire, construct, install, and dedicate such improvements to the City, including the acquisition of necessary easements and other right-of-way; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities, including a 4% construction management fee. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated), (ii) paying interest on the Series 2019 Bonds during and after the period of acquisition and construction of the Improvement Area #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Series 2019 Bonds, (iv) paying a portion of the Actual Costs incidental to the organization and administration of the District, and (v) paying the costs of issuance of the Series 2019 Bonds, is hereby authorized and approved.

(b) The Series 2019 Bonds shall be issued and secured under that certain Indenture of Trust (the “Indenture”) dated as of May 1, 2019, between the City and UMB Bank, N.A., as trustee (the “Trustee”), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor or Mayor Pro Tem of the City, such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as Exhibit A and incorporated herein for all purposes. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem.

(c) The Series 2019 Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Series 2019 Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Series 2019 Bonds. The Series 2019 Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate (as defined in the Indenture) pledged to such Series 2019 Bonds, and shall never be payable from ad valorem taxes.

SECTION 3. Sale of Bonds; Approval of Bond Purchase Agreement. The Series 2019 Bonds shall be sold to FMSbonds, Inc. (the “Underwriter”) at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the “Bond Purchase Agreement”), dated the date hereof, between the City and the Underwriter, attached hereto as Exhibit B and incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interest of the City. The form, terms, and provisions of the Bond Purchase Agreement are hereby authorized and approved and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement. The Mayor’s or Mayor Pro Tem’s signature on the Bond Purchase Agreement may be attested by the City Secretary.

SECTION 4. Approval of Limited Offering Memorandum. The City Council, at a regular called meeting on April 16, 2019, adopted Resolution No. 1140 whereby it found and determined that the Preliminary Limited Offering Memorandum for the Series 2019 Bonds, dated April 19, 2019 (the “Preliminary Limited Offering Memorandum”) was approved in form and content, with such changes, addenda, supplements, or amendments as may be approved by the City Manager, Director of Finance, Financial Advisor, Counsel or Bond Counsel to the City. The Preliminary Limited Offering Memorandum was “deemed final” (as that term is defined in 17 C.F.R. Section 240.15c2-12) by the City on April 19, 2019, the date it was made public, such deeming as final is hereby ratified, confirmed and approved. The final Limited Offering Memorandum (the “Limited Offering Memorandum”) is hereby approved and adopted with such changes therein as the Mayor, Mayor Pro Tem, the City Manager, the City Secretary, and other appropriate official of the City may approve, such approval to be conclusively evidenced by the delivery thereof. The Limited Offering Memorandum as thus approved, executed, and delivered,

with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem, and the Underwriter, may be used by the Underwriter in the offering and sale of the Series 2019 Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement, or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum by the Underwriter in the offering of the Series 2019 Bonds is hereby ratified, approved, and confirmed. Notwithstanding the execution, approval, and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, the Mayor or Mayor Pro Tem and this City Council are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined in the Limited Offering Memorandum), the Landowner or its financial ability, any builders, any landowners, or the appraisal of the property in the District.

SECTION 5. Approval of Continuing Disclosure Agreement of the Issuer. That certain Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”) between the City and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (the “Dissemination Agent”) is hereby authorized and approved in substantially final form attached hereto as Exhibit C and incorporated herein for all purposes and the Mayor or the Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the Mayor or the Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 6. Acquisition and Reimbursement Agreement. That Certain 6 Creeks Public Improvement District Acquisition and Reimbursement Agreement Improvement Area #1 (the “Acquisition and Reimbursement Agreement”) between the City and the Landowner attached hereto as Exhibit D is hereby accepted and approved pursuant to the Financing Agreement. The Mayor or the Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver such Acquisition and Reimbursement Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the Mayor or the Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 7. Amended and Restated Service and Assessment Plan. The Amended and Restated Service and Assessment Plan, which amends and restates the Original Service and Assessment Plan, attached hereto as Exhibit E is hereby accepted and approved pursuant to the PID Act. A copy of the Amended and Restated Service and Assessment Plan, and any update thereto, may be obtained or viewed at the Office of the City Secretary, City of Kyle, 100 W. Center Street, Kyle, Texas 78640.

SECTION 8. Additional Actions. The Mayor, the Mayor Pro Tem, the Director of Finance, the City Manager, Assistant City Manager, and the City Secretary are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Series 2019 Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the Director of Finance, the City

Manager, Assistant City Manager, and the City Secretary are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Series 2019 Bonds and the carrying out of the purposes and intent of this Ordinance.

SECTION 9. Severability. If any portion of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect any of the remaining portions of this Ordinance.

SECTION 10. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 11. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 12. Construction of Terms. If appropriate in the context of this Ordinance, words of the plural shall be considered to include the singular, and words of the masculine, feminine or neutral gender shall be considered to include the other genders.

SECTION 13. Effective Date. This Ordinance is passed on one reading as authorized by Texas Government Code, Section 1201.028, as amended, and shall be effective immediately upon its passage and adoption.

SECTION 14. 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.


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PASSED, APPROVED AND EFFECTIVE THIS 7TH DAY OF MAY, 2019.



Travis Mitchell, Mayor
City of Kyle, Texas

ATTEST:



Jennifer Vetrano, City Secretary
City of Kyle, Texas

[CITY SEAL]

[SIGNATURE PAGE]

EXHIBIT E

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN
WITH UPDATED IMPROVEMENT AREA #1 ASSESSMENT ROLL

6 Creeks Public Improvement District

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN
MAY 7, 2019



AUSTIN, TX | KELLER, TX

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INTRODUCTION

Capitalized terms used in this 2019 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2019 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 2019 Amended and Restated Service and Assessment Plan or an Exhibit attached to and made a part of this 2019 Amended and Restated Service and Assessment Plan for all purposes.

On June 6, 2017 the City Council passed and approved Resolution No. 1065 authorizing the creation of the Blanco River Ranch Public Improvement District in accordance with the Act, which authorization was effective upon publication as required by the Act. On September 18, 2018 the City Council authorized the renaming of the Blanco River Ranch Public Improvement District to 6 Creeks Public Improvement District. Accordingly, the public improvement district established as Blanco River Ranch Public Improvement District is now and shall hereafter be known and referred to as 6 Creeks Public Improvement District.

On September 18, 2018 the City Council passed and approved Ordinance No. 1018 authorizing the levy of Assessments on Improvement Area #1 Assessed Property.

The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 858.7 acres located within the extraterritorial jurisdiction of the City, as described legally by metes and bounds on **Exhibit A-1** and depicted as “Phase 1 – Development Area” within the map on **Exhibit B-1**.

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

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

SECTION I: DEFINITIONS

“2019 Amended and Restated Service and Assessment Plan” means this Amended and Restated Service and Assessment Plan passed and approved by City Council on May 7, 2019 by Ordinance No. [REDACTED].

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

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

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

“Additional Interest Rate” means the 0.50% interest charged on Assessments pursuant to Section 372.018 of the 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 independent firm designated by the City who shall have the responsibility provided in this 2019 Amended and Restated Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

“Annual Collection Costs” mean the actual or budgeted costs and expenses related to the creation and operation of the District, the issuance and sale of PID Bonds, and the construction, operation, and maintenance of the Authorized Improvements, including, but not limited to, costs

and expenses for: (1) the Administrator; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2019 Amended and Restated Service and Assessment Plan and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

“Annual Service Plan Update” means an update to this 2019 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 within the District against which an Assessment is levied.

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

“Assessment Ordinance” means any ordinance adopted by the City Council in accordance with the Act that levies an Assessment on Assessed Property within the District, as shown on any Assessment Roll.

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

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

“Authorized Improvements” mean improvements authorized by Section 372.003 of the Act as more specifically described in **Section III** and depicted on **Exhibit H**.

“City” means the City of Kyle, Texas.

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

“County” means Hays County, Texas.

“Delinquent Collection Costs” means costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2019 Amended and Restated Service and Assessment Plan including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

“Designated Successors and Assigns” means (i) an entity to which Owner assigns (in writing) its rights and obligations contained in the Blanco River Ranch Public Improvement District Financing Agreement, by and among the City, HMBRR Development, Inc., HMBRR, LP, and HMBRR, LP #2, dated as of July 18, 2017, as amended; (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner’s assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

“Development Agreement” means that certain Blanco River Ranch (Phase 1 Residential Area) De-Annexation and Development Agreement approved by the City Council on May 16, 2017, which agreement, among other things, establishes the permitted uses of, and standards for the development of, the District.

“District” means the 6 Creeks Public Improvement District, consisting of the approximately 858.7 acres within the extraterritorial jurisdiction of the City, as described by metes and bounds on **Exhibit A-1** and depicted as “Phase 1 – Development Area” within the map on **Exhibit B-1**.

“District Formation and Bond Issuance Costs” means the costs associated with forming the District and 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, 1st year District administration reserves, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the establishment of the District and/or the issuance of PID Bonds.

“Final Plat of 6 Creeks – Phase 1 Section 1” means the final plat creating 110 residential Lots

within Improvement Area #1, as shown on **Exhibit J**.

“Future Improvement Areas” means the property within the District, excluding Improvement Area #1. Future Improvement Areas may be developed in phases after Improvement Area #1.

“Improvement Area” means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #1 and each area within the Future Improvement Areas that is specifically defined and designated as a phase of development.

“Improvement Area #1” means approximately 96.829 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**.

“Improvement Area #1 Acquisition and Reimbursement Agreement” means that certain “6 Creeks Public Improvement District Improvement Area #1 Acquisition and Reimbursement Agreement” effective May 7, 2019 entered into by and between the City and Owner, whereby all or a portion of the Actual Costs not paid to Owner from Improvement Area #1 Bonds will be paid to the Owner from Improvement Area #1 Assessments to reimburse the Owner for Actual Costs paid by the Owner, plus interest, that are eligible to be paid with Improvement Area #1 Assessments.

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

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

“Improvement Area #1 Assessment” means an Assessment levied against a Parcel within Improvement Area #1 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 Act.

“Improvement Area #1 Assessment Roll” means the Assessment Roll for Improvement Area #1 attached as **Exhibit F**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the 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” mean those certain “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2019 (6 Creeks Public Improvement District Improvement Area #1 Project)”, that are secured by Improvement Area #1 Assessments.

“Improvement Area #1 Improvements” mean those Authorized Improvements that only benefit Improvement Area #1.

“Improvement Area #1 Projects” mean Improvement Area #1 Improvements and Improvement Area #1’s allocable share of the Major Improvements.

“Improvement Area #1 Reimbursement Obligation” means an amount not to exceed \$4,420,000 secured by Improvement Area #1 Assessments to be paid to Owner pursuant to the Improvement Area #1 Acquisition and Reimbursement Agreement.

“Improvement Area #1 Unplatted Property” means all Parcels within Improvement Area #1, save and except all land within the Final Plat of 6 Creeks – Phase 1 Section 1.

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

“Lot” means, 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.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. lot size, home product, buildout value, etc.), as determined by the Administrator and confirmed 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 by the City Council.

“Lot Type 1” means a Lot in Improvement Area #1 designated as such on the Improvement Area #1 Assessment Roll, marketed or sold to homebuilders as a 50’ Lot. The Annual Installments for Lot Type 1 are attached as **Exhibit G-2**.

“Lot Type 2” means a Lot in Improvement Area #1 designated as such on the Improvement Area #1 Assessment Roll, marketed or sold to homebuilders as a 55’ Lot. The Annual Installments for Lot Type 2 are attached as **Exhibit G-3**.

“Lot Type 3” means a Lot in Improvement Area #1 designated as such on the Improvement Area #1 Assessment Roll, marketed or sold to homebuilders as a 60’ Lot. The Annual Installments for Lot Type 3 are attached as **Exhibit G-4**.

“Lot Type 4” means a Lot in Improvement Area #1 designated as such on the Improvement Area #1 Assessment Roll, marketed or sold to homebuilders as a 70’ Lot. The Annual Installments for Lot Type 4 are attached as **Exhibit G-5**.

“Major Improvements” mean the Authorized Improvements that benefit more than one Improvement Area.

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

“Notice of Assessment Termination” means a recorded document evidencing the termination of an Assessment, a form of which is attached as **Exhibit I**.

“Owner” means HMBRR Development, Inc., a Texas corporation and, where applicable, its Designated Successors and Assigns under the Improvement Area #1 Acquisition and Reimbursement Agreement.

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

“PID Bonds” mean bonds issued by the City that are secured by Assessments levied on Assessed Property within the District, including, but not limited to, the Improvement Area #1 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.

“Prepayment Costs” mean interest, including Additional Interest, and Annual Collection Costs to the date of Prepayment.

“Service and Assessment Plan” means the original Service and Assessment Plan approved by City Council on September 18, 2018.

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

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

SECTION II: THE DISTRICT

The District includes approximately 858.70 acres located within the extraterritorial jurisdiction of the City, as described legally by metes and bounds on **Exhibit A-1** and depicted as “Phase 1 – Development Area” within the map on **Exhibit B-1**. Development of the District is anticipated to include 2,030 single-family homes.

Improvement Area #1 includes approximately 96.829 acres as more particularly described by metes and bounds on **Exhibit A-2** and depicted on **Exhibit B-2**. Development of Improvement Area #1 is anticipated to contain 334 single family homes.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Owner and its engineer and on review by the City staff and by third-party consultants retained by the City, determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City unless otherwise indicated. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C**.

A. Major Improvements

▪ *WWTP Capacity Payment*

Required by March 31, 2020 for expansion of the wastewater treatment plant. The first 286 Lots in Improvement Area #1 can be, prior to the above-described plant expansion, served by the existing wastewater treatment plant.

▪ *Lift Station and Force Main*

Improvements include a lift station to serve 1814 LUE’s, approximately 7,000 linear feet of 12” force main and approximately 7,500 linear feet of 10” and 12” gravity interceptors. The first 286 Lots in Improvement Area #1 can be served without the lift station and force main improvements.

▪ *Offsite Water*

Improvements include approximately 7,000 linear feet of 16” water line along FM 150 and participation in a 500,000-gallon ground storage tank and a 2,000,000 gallon elevated storage tank located on a site within the Anthem Project.

- *Old Stagecoach Road*

Improvements include excavation, embankment, subgrade stabilization, flexible base, asphalt, curbs, 8' concrete trail/sidewalk, signage, and re-vegetation of disturbed areas within the right of way. Old Stagecoach Road will be approximately 2,000 linear feet of an undivided 60' ROW roadway with 2 – 12' lanes and 6' bike lanes. The roadway and cross-section will be designed per the exhibit in the approved Development Agreement.

- *Parks & Trails*

Improvements include over 3 miles of 8' and 10' concrete trails built along Old Stagecoach Road, 6 Creeks Boulevard and unnamed collector street west of 6 Creeks Boulevard. Additionally, there will be over 3 miles of 6' natural trails built within the drainage draws throughout the project and will ultimately extend to the Blanco River. Park and trail improvements for the first 725 Lots within the District will be completed concurrently with Improvement Area #1.

- *Entry, Walls & Landscaping*

Improvements include several miles of 6' masonry subdivision walls along 6 Creeks Boulevard, Old Stagecoach Road and main collector roads. Project entryway monuments will be located along 6 Creeks Boulevard at major intersections along with fully landscaped and irrigated right of way and medians. Entry, walls, and landscaping improvements for the first 725 Lots within the District will be completed concurrently with Improvement Area #1.

B. Improvement Area #1 Improvements

- *Street*

Improvements include subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot within Improvement Area #1. These projects will provide access to community roadways and state highways.

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of Improvement Area #1.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of Improvement Area #1.

- *Drainage*

Improvements include earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, and concrete outfalls necessary to provide storm drainage for Improvement Area #1. This project will be designed and constructed in accordance with City standards and specifications, as modified by the Development Agreement, and will be owned and operated by the County.

- *Detention/Water Quality Pond*

Improvements include construction of detention and water quality ponds required for Improvement Area #1. This project will be designed and constructed in accordance with Texas Commission on Environmental Quality and City standards and specifications. The improvements will be owned by the City and maintained by a property owners association.

C. District Formation and Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount required under an applicable Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*

Equals the capitalized interest payments on PID Bonds as reflected in an applicable Indenture.

- *Underwriter's Discount*

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

- *Cost of Issuance*

Includes 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.

- *District Formation*

Includes 1st year District administration reserves, costs, and expenses directly associated with forming the District.

SECTION IV: SERVICE PLAN

The 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 shall be updated in each Annual Service Plan Update. **Exhibit D** summarizes the Service Plan for the District.

Exhibit E summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit E** shall be updated in each Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The Act allows the City to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2019 Amended and Restated Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

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

A. Assessment Methodology

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

- Major Improvements shall be allocated between Improvement Area #1 and the Future Improvement Areas pro rata based on the number of Lots in Improvement Area #1 receiving benefit from each Major Improvement, as shown on **Exhibit C**.
- Improvement Area #1 Improvements shall be allocated 100% to Improvement Area #1 Assessed Property.

B. Assessments

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

C. Findings of Special Benefit

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

- *Improvement Area #1*
 1. The costs of Improvement Area #1 Projects plus the applicable District Formation and Bond Issuance Costs equal \$13,100,730 as shown on **Exhibit C**; and
 2. The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Projects equal to or greater than the Actual Costs of the Improvement Area #1 Projects; and
 3. The Improvement Area #1 Assessed Property will be allocated 100% of the Improvement Area #1 Assessments levied for the Improvement Area #1 Projects, which equal \$11,915,000 as shown on the Improvement Area #1 Assessment Roll, attached as **Exhibit F**; and
 4. The special benefit (\geq \$13,100,730) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Projects is greater than the amount of Improvement Area #1 Assessments (\$11,915,000) levied on the Improvement Area #1 Assessed Property.
 5. At the time the City Council approved the Assessment Ordinance levying Assessments on Improvement Area #1, the Owner owned 100% of the Improvement Area #1 Assessed Property. In a landowner agreement with the City, the Owner

acknowledged that the Improvement Area #1 Projects confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved; (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Assessment Ordinance approved by City Council on September 18, 2018, and (3) the levying of the Improvement Area #1 Assessments 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 Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised in Annual Service Plan Updates based on Actual Costs incurred.

E. Interest

- *Interest on Assessments Securing the Improvement Area #1 Bonds*

The interest rate on Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property may exceed the interest rate on the Improvement Area #1 Bonds by the Additional Interest Rate. Interest at the rate of the Improvement Area #1 Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

- *Interest on Assessments Securing Improvement Area #1 Reimbursement Obligation*

The interest on Assessments securing the Improvement Area #1 Reimbursement Obligation shall be collected at rates established under the Improvement Area #1 Acquisition and Reimbursement Agreement.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. *Upon Division Prior to Recording of Subdivision Plat*

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the estimated buildout value of the newly divided Assessed Property

D = the sum of the estimated buildout value for all the newly divided Assessed Properties

The calculation of the buildout value of an Assessed Property shall be performed by the Administrator based on information from the Owner, 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 2019 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 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 average buildout value of all newly subdivided Lots with same Lot Type

D = the sum of the estimated average buildout value for all the newly subdivided Lots excluding Non-Benefitted Property

E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an estimated buildout value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat 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 average buildout value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Owner, 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 2019 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. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments, the owner transferring the Assessed Property shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefitted 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.

C. 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, the Assessments shall be reduced on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

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

D. 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 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 interest to the date of Prepayment: (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 Assessment Termination, a form of which is attached as **Exhibit I**.

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.

E. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G-1** shows the projected Annual Installments for Improvement Area #1. 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 equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be reduced by any applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the 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 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 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. The initial Annual Installments relating to the PID Bonds shall be due when billed and shall be delinquent if not paid by January 31, 2020.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel within Improvement Area #1 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 2019 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 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public hearing, and within 30 days after closing such

hearing, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council may take such corrective action as is authorized by the Act, this 2019 Amended and Restated Service and Assessment Plan, the Assessment Ordinance, or the Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2019 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the Act. To the extent permitted by the Act, this 2019 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 2019 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 2019 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 2019 Amended and Restated Service and Assessment Plan. Interpretations of this 2019 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 by the City Council after holding a public hearing at 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 2019 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

- Exhibit A-1** District Legal Description
- Exhibit A-2** Improvement Area #1 Legal Description
- Exhibit B-1** District Boundary Map
- Exhibit B-2** Improvement Area #1 Boundary Map
- Exhibit C** Authorized Improvements
- Exhibit D** Service Plan
- Exhibit E** Sources and Uses
- Exhibit F** Improvement Area #1 Assessment Roll
- Exhibit G-1** Improvement Area #1 Annual Installments
- Exhibit G-2** Lot Type 1 Annual Installments
- Exhibit G-3** Lot Type 2 Annual Installments
- Exhibit G-4** Lot Type 3 Annual Installments
- Exhibit G-5** Lot Type 4 Annual Installments
- Exhibit H** Map of Authorized Improvements
- Exhibit I** Notice of Assessment Termination
- Exhibit J** Final Plat of 6 Creeks – Phase 1 Section 1

EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

Blanco River Ranch
858.70 acres

PROPERTY DESCRIPTION EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SURVEYOR'S STATEMENT

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



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



EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

Section 1 Legal Description

METES AND BOUNDS DESCRIPTION FOR

A 34.391 ACRE, TRACT OF LAND COMPRISED OF A PORTION OF THE 61.49 ACRE TRACT CONVEYED TO HMBRR DEVELOPMENT, INC. BY INSTRUMENT RECORDED IN DOCUMENT NO. 17034173 IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF THE 188.51 ACRE TRACT CONVEYED TO HMBRR, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 17034176 IN SAID OFFICIAL PUBLIC RECORDS, AND A PORTION OF 608.70 ACRE TRACT CONVEYED TO HMBRR LP # 2 BY INSTRUMENT RECORDED IN DOCUMENT NO. 17034180 IN SAID OFFICIAL PUBLIC RECORDS, IN THE SAMUEL PHARASS ¼ LEAGUE NO. 14, ABSTRACT 360, PARTIALLY IN THE CITY OF KYLE, HAYS COUNTY, TEXAS. SAID 34.391 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00;

BEGINNING: AT A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON" ON THE WEST RIGHT-OF-WAY OF OLD STAGECOACH ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, FROM WHICH A FOUND ½" IRON ROD WITH CAP MARKED "AST" ON THE WEST RIGHT-OF-WAY OF SAID OLD STAGECOACH ROAD, AT THE MOST EASTERLY NORTHEAST CORNER OF SAID 61.49 ACRE TRACT AND A SOUTHEAST CORNER OF SAID 608.70 ACRE TRACT BEARS S 16°21'49" E, A DISTANCE OF 1.69 FEET;

THENCE: S 16°21'49" E, ALONG AND WITH THE WEST RIGHT-OF-WAY LINE OF SAID OLD STAGECOACH ROAD, A DISTANCE OF 1423.43 FEET TO A FOUND MAG NAIL;

THENCE: S 16°46'59" E, CONTINUING ALONG AND WITH THE WEST RIGHT-OF-WAY LINE OF SAID OLD STAGECOACH ROAD, A DISTANCE OF 559.73 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID OLD STAGECOACH ROAD, OVER AND ACROSS SAID 61.49 ACRE TRACT THE FOLLOWING BEARINGS AND DISTANCES:

SOUTHWESTERLY, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°58'06", A CHORD BEARING AND DISTANCE OF S 28°12'04" W, 21.21 FEET, FOR AN ARC LENGTH OF 23.55 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 73°11'07" W, A DISTANCE OF 43.79 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

SOUTHWESTERLY, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 10°34'19", A CHORD BEARING AND DISTANCE OF

S 78°28'16" W, 50.67 FEET, FOR AN ARC LENGTH OF 50.74 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 83°45'26" W, A DISTANCE OF 59.00 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

NORTHWESTERLY, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 83°42'30", A CHORD BEARING AND DISTANCE OF N 54°23'19" W, 20.02 FEET, FOR AN ARC LENGTH OF 21.91 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

NORTHWESTERLY, ALONG A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 28°52'03", A CHORD BEARING AND DISTANCE OF N 26°58'06" W, 174.48 FEET, FOR AN ARC LENGTH OF 176.34 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 41°24'07" W, A DISTANCE OF 182.22 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

NORTHWESTERLY, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 20°58'41", A CHORD BEARING AND DISTANCE OF N 30°54'47" W, 100.13 FEET, FOR AN ARC LENGTH OF 100.69 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 20°25'27" W, A DISTANCE OF 68.68 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

NORTHWESTERLY, ALONG A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 24°24'10", A CHORD BEARING AND DISTANCE OF N 32°37'32" W, 137.38 FEET, FOR AN ARC LENGTH OF 138.42 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 45°10'23" E, A DISTANCE OF 120.09 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 49°03'14" W, A DISTANCE OF 64.36 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 56°13'41" W, A DISTANCE OF 57.67 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 56°10'39" W, A DISTANCE OF 95.45 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 38°25'46" W, A DISTANCE OF 91.92 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 34°10'46" W, A DISTANCE OF 50.00 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 55°49'14" W, A DISTANCE OF 120.00 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 34°10'46" W, A DISTANCE OF 100.00 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 55°49'14" W, A DISTANCE OF 50.00 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

NORTHWESTERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING, A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF N 79°10'46" W, 21.21 FEET, FOR AN ARC LENGTH OF 23.56 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 34°10'46" W, A DISTANCE OF 50.00 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

NORTHEASTERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF N 10°49'14" E, 21.21 FEET, FOR AN ARC LENGTH OF 23.56 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 34°10'46" W, A DISTANCE OF 100.00 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 55°49'14" W, A DISTANCE OF 127.69 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 35°10'02" W, A DISTANCE OF 42.81 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 33°02'18" W, A DISTANCE OF 151.46 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 26°43'21" W, A DISTANCE OF 74.14 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 45°35'23" W, A DISTANCE OF 55.21 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 69°43'34" W, A DISTANCE OF 202.47 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

NORTHWESTERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 02°19'30", A CHORD BEARING AND DISTANCE OF N 21°26'11" W, 31.45 FEET, FOR AN ARC LENGTH OF 31.45 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 67°02'44" W, A DISTANCE OF 142.32 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON" ON A WEST LINE OF SAID 61.49 ACRE TRACT AND AN EAST LINE OF SAID 188.51 ACRE TRACT;

THENCE: N 22°06'03" W, ALONG AND WITH A WEST LINE OF 61.49 ACRE TRACT AND AN EAST LINE OF SAID 188.51 ACRE TRACT, A DISTANCE OF 60.01 FEET TO A POINT;

THENCE: N 19°59'52" W, CONTINUING ALONG AND WITH THE WEST LINE OF 61.49 ACRE TRACT AND THE EAST LINE OF SAID 188.51 ACRE TRACT, AT A DISTANCE OF 288.91 FEET PASSING AN ANGLE POINT OF SAID 61.49 ACRE TRACT, CONTINUING OVER AND ACROSS SAID 188.51 ACRE TRACT, A TOTAL DISTANCE OF 365.06 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: NORTHEASTERLY, CONTINUING OVER AND ACROSS SAID 188.51 ACRE TRACT, ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 11°10'10", A CHORD BEARING AND DISTANCE OF N 79°03'09" E, 68.12 FEET, FOR AN ARC LENGTH OF 68.23 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: N 03°23'28" W, OVER AND ACROSS SAID 188.51 ACRE TRACT, AT A DISTANCE OF 0.75 FEET PASSING AN ANGLE POINT OF SAID 188.51 ACRE TRACT AND AN ANGLE POINT OF SAID 61.49 ACRE TRACT, CONTINUING ALONG AND WITH AN EAST LINE OF SAID 188.51 ACRE TRACT AND A WEST LINE OF SAID 61.49 ACRE TRACT, A TOTAL DISTANCE OF 50.03 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: DEPARTING AN EAST LINE OF SAID 188.51 ACRE TRACT AND A WEST LINE OF SAID 61.49 ACRE TRACT, OVER AND ACROSS SAID 61.49 ACRE TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

NORTHEASTERLY, ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 01°53'32", A CHORD BEARING AND DISTANCE OF N 85°49'48" E, 13.21 FEET, FOR AN ARC LENGTH OF 13.21 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 03°13'26" W, A DISTANCE OF 133.36 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 64°50'45" W, A DISTANCE OF 15.48 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON" ON AN EAST LINE OF SAID 188.51 ACRE TRACT AND A WEST LINE OF SAID 61.49 ACRE TRACT;

THENCE: N 03°23'28" W, ALONG AND WITH AN EAST LINE OF SAID 188.51 ACRE TRACT AND A WEST LINE OF SAID 61.49 ACRE TRACT, AT A DISTANCE OF 87.69 FEET PASSING A POINT ON A SOUTHEAST LINE OF SAID 608.70 ACRE TRACT, AT THE NORTHEAST CORNER OF SAID 188.51 ACRE TRACT AND THE NORTHWEST CORNER OF SAID 61.49 ACRE TRACT, CONTINUING OVER AND ACROSS SAID 608.70 ACRE TRACT, A TOTAL DISTANCE OF 88.67 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: OVER AND ACROSS SAID 608.70 ACRE TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

NORTHEASTERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1560.00 FEET, A CENTRAL ANGLE OF 03°58'00", A CHORD BEARING AND DISTANCE OF N 52°07'56" E, 107.98 FEET, FOR AN ARC LENGTH OF 108.00 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 50°08'56" E, A DISTANCE OF 260.13 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: SOUTHEASTERLY, OVER AND ACROSS SAID 608.70 ACRE TRACT AND SAID 61.49 ACRE TRACT, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 94°37'43", A CHORD BEARING AND DISTANCE OF S 82°32'11" E, 44.11 FEET, FOR AN ARC LENGTH OF 49.55 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: CONTINUING OVER AND ACROSS SAID 61.49 ACRE TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

N 56°23'10" E, A DISTANCE OF 60.01 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 34°10'46" W, A DISTANCE OF 11.96 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: NORTHEASTERLY, OVER AND ACROSS SAID 61.49 ACRE TRACT AND SAID 608.70 ACRE TRACT, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 84°19'42", A CHORD BEARING AND DISTANCE OF N 07°59'05" E, 40.28 FEET, FOR AN ARC LENGTH OF 44.15 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: OVER AND ACROSS SAID 608.70 ACRE TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

N 50°08'56" E, A DISTANCE OF 51.45 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

NORTHEASTERLY, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 615.00 FEET, A CENTRAL ANGLE OF 14°30'01", A CHORD BEARING AND DISTANCE OF N 57°23'57" E, 155.23 FEET, FOR AN ARC LENGTH OF 155.64 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 64°38'57" E, A DISTANCE OF 515.04 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

SOUTHEASTERLY, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 98°59'13", A CHORD BEARING AND DISTANCE OF S 65°51'26" E, 152.07 FEET, FOR AN ARC LENGTH OF 172.76 FEET TO THE POINT OF BEGINNING, AND CONTAINING 34.391 ACRES IN THE CITY OF KYLE, HAYS COUNTY, TEXAS. SAID TRACT BEING DESCRIBED IN ACCORDANCE WITH A SURVEY MADE ON THE GROUND AND A SURVEY DESCRIPTION AND MAP PREPARED UNDER JOB NUMBER 8141-08 BY PAPE-DAWSON ENGINEERS, INC.

Section 2 Legal Description

METES AND BOUNDS DESCRIPTION FOR

A 28.040 acre, more or less, tract of land comprised of a portion of the 61.49 acre tract conveyed to HMBRR Development, Inc. by instrument recorded in Document No. 17034173 in the Official Public Records of Hays County, Texas, and a portion of the 188.51 acre tract conveyed to HMBRR, LP by instrument recorded in Document No. 17034176 in said Official Public Records, in the Samuel Pharass ¼ League No. 14, Abstract 360, in Hays County, Texas. Said 28.040 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

COMMENCING: At a found mag nail at the southernmost corner of said 188.51 acre tract;

THENCE: N 48°29'18" E, along and with the southeast line of said 188.51 acre tract, at a distance of 111.03 feet passing the west corner of the 132.59 acre tract described in Volume 5224, Page 246 in said Official Public Records, continuing along and with the southeast line of said 188.51 acre tract, a total distance of 2127.82 feet to a found ½" iron rod marked "Vickrey", at an angle point of said 188.51 acre tract and an angle point of said 132.59 acre tract;

THENCE: Along and with the southeast line of said 188.51 acre tract and the northwest line of said 132.59 acre tract, the following bearings and distances:

N 25°44'10" E, a distance of 39.08 feet to a found mag nail, at an angle point of said 188.51 acre tract and an angle point of said 132.59 acre tract;

S 49°37'46" E, a distance of 34.21 feet to a found mag nail, at an angle point of said 188.51 acre tract and an angle point of said 132.59 acre tract;

N 48°35'53" E, a distance of 1423.66 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", at the POINT OF BEGINNING of the herein described tract;

THENCE: Departing the southeast line of said 188.51 acre tract and the northwest line of said 132.59 acre tract, over and across said 188.51 acre tract and said 61.49 acre tract, the following bearings and distances:

N 59°52'52" W, a distance of 211.37 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 300.00 feet, a central angle of 00°27'37", a chord bearing and distance of N 29°53'20" E, 2.41 feet, for an arc length of 2.41 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 60°20'29" W, a distance of 115.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 22°50'13" E, a distance of 43.95 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 09°11'38" E, a distance of 43.95 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 03°37'26" W, a distance of 41.26 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 21°09'38" W, a distance of 46.64 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 41°24'07" W, a distance of 51.61 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 41°24'07" W, a distance of 150.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 48°35'53" W, a distance of 130.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 41°24'07" E, a distance of 20.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 48°35'53" W, a distance of 380.33 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 63°07'22" W, a distance of 179.85 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 83°18'36" W, a distance of 373.56 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 06°41'24" W, a distance of 135.26 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 1025.00 feet, a central angle of 02°33'53", a chord bearing and distance of S 85°52'45" W, 45.88 feet, for an arc length of 45.88 feet to a point;

S 87°09'41" W, a distance of 35.21 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 02°50'19" W, a distance of 50.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 06°41'24" W, a distance of 438.42 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 06°41'24" W, a distance of 50.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 06°41'24" W, a distance of 161.57 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 17°22'23" W, a distance of 115.59 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 22°04'53" W, a distance of 56.05 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 67°02'44" E, a distance of 142.32 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 775.00 feet, a central angle of 02°19'30", a chord bearing and distance of S 21°26'11" E, 31.45 feet, for an arc length of 31.45 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 69°43'34" E, a distance of 202.47 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 45°35'23" E, a distance of 55.21 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 26°43'21" E, a distance of 74.14 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 33°02'18" E, a distance of 151.46 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 35°10'02" E, a distance of 42.81 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 55°49'14" E, a distance of 127.69 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 34°10'46" E, a distance of 100.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southwesterly, along a tangent curve to the right, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 10°49'14" W, 21.21 feet, for an arc length of 23.56 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 34°10'46" E, a distance of 50.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 79°10'46" E, 21.21 feet, for an arc length of 23.56 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 55°49'14" E, a distance of 50.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 34°10'46" E, a distance of 100.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 55°49'14" E, a distance of 120.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 34°10'46" E, a distance of 50.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 38°25'46" E, a distance of 91.92 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 56°10'39" E, a distance of 95.45 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 56°13'41" E, a distance of 57.67 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 49°03'14" E, a distance of 64.36 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 45°10'23" W, a distance of 120.09 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 325.00 feet, a central angle of 24°24'10", a chord bearing and distance of S 32°37'32" E, 137.38 feet, for an arc length of 138.42 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 20°25'27" E, a distance of 68.68 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the left, said curve having a radius of 275.00 feet, a central angle of 20°58'41", a chord bearing and distance of S 30°54'47" E, 100.13 feet, for an arc length of 100.69 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 41°24'07" E, a distance of 182.22 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the right, said curve having a radius of 350.00 feet, a central angle of 28°52'03", a chord bearing and distance of S 26°58'06" E, 174.48 feet, for an arc length of 176.34 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a reverse curve to the left, said curve having a radius of 15.00 feet, a central angle of 83°42'30", a chord bearing and distance of S 54°23'19" E, 20.02 feet, for an arc length of 21.91 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 83°45'26" E, a distance of 59.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, along a tangent curve to the left, said curve having a radius of 275.00 feet, a central angle of 10°34'19", a chord bearing and distance of N 78°28'16" E, 50.67 feet, for an arc length of 50.74 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 73°11'07" E, a distance of 43.79 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 89°58'06", a chord bearing and distance of N 28°12'04" E, 21.21 feet, for an arc length of 23.55 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on the west right-of-way of Old Stagecoach Road, a variable width right-of-way, and the east line of said 61.49 acre tract;

THENCE: S 16°46'59" E, along and with the west right-of-way line of said Old Stagecoach Road and the east line of said 61.49 acre tract, at a distance of 238.11 feet passing a found ½"

iron rod, continuing a total distance of 238.92 feet to a point, at the southeast corner of said 61.49 acre tract;

THENCE: S 36°01'08" W, departing the west right-of-way line of said Old Stagecoach Road, along and with the southeast line of said 61.49 acre tract, a distance of 42.61 feet to a found mag nail, at an angle point of said 61.49 acre tract and the northernmost corner of said 132.59 acre tract;

THENCE: S 48°35'53" W, along and with the northwest line of said 132.59 acre tract, the southeast line of said 61.49 acre tract and the southeast line of said 188.51 acre tract, a distance of 159.68 feet to the POINT OF BEGINNING, and containing 28.040 acres in Hays County, Texas. Said tract being described in accordance with a survey made on the ground by Pape-Dawson Engineers, Inc.

Section 3 Legal Description

METES AND BOUNDS DESCRIPTION FOR

A 34.398 acre, more or less, tract of land comprised of a portion of the 188.51 acre tract conveyed to HMBRR, LP by instrument recorded in Document No. 17034176 in the Official Public Records of Hays County, Texas, and a portion of the 608.70 acre tract conveyed to HMBRR LP # 2 by instrument recorded in Document No. 17034180 in said Official Public Records, in the Samuel Pharass ¼ League No. 14, Abstract 360, Hays County, Texas. Said 34.398 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

COMMENCING: At a found mag nail at the southernmost corner of said 188.51 acre tract;

THENCE: N 48°29'18" E, along and with the southeast line of said 188.51 acre tract, at a distance of 111.03 feet passing the west corner of the 132.59 acre tract described in Volume 5224, Page 246 in said Official Public Records, continuing a total distance of 1356.51 feet to a point from which a found ½" iron rod marked "Vickrey", at an angle point of said 188.51 acre tract and said 132.59 acre tract bears N 48°29'18" E, distance of 771.31 feet;

THENCE: N 41°30'42 W, departing the southeast line of said 188.51 acre tract and the northwest line of said 132.59 acre tract, over and across said 188.51 acre tract, a distance of 2513.94 feet, to the POINT OF BEGINNING of the herein described tract;

N 40°08'34" E, a distance of 176.64 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 60.00 feet, a central angle of 14°28'39", a chord bearing and distance of N 57°05'46" W, 15.12 feet, for an arc length of 15.16 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 40°08'34" W, a distance of 166.50 feet to set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 21°04'28" W, a distance of 177.56 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 21°52'32" E, a distance of 170.23 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 68°18'00" E, a distance of 164.26 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 89°38'05" E, a distance of 70.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 43°11'52" E, a distance of 156.28 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 34°18'30" E, a distance of 110.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 43°12'35" E, a distance of 140.48 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 51°41'58" E, a distance of 72.36 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 64°27'27" E, a distance of 63.77 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 24°37'09" E, a distance of 185.86 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 04°30'09" E, at a distance of 25.00 feet passing the north line of said 188.51 acre tract and a south line of said 608.70 acre tract, continuing over and across said 608.70 acre tract, a total distance of 29.28 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Northeasterly, continuing over and across said 608.70 acre tract, along a non-tangent curve to the left, said curve having a radius of 1560.00 feet, a central angle of 15°36'05", a chord bearing and distance of N 86°50'20" E, 423.47 feet, for an arc length of 424.78 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Southeasterly, over and across said 608.70 acre tract and said 188.51 acre tract, along a reverse curve to the right, said curve having a radius of 85.00 feet, a central angle of 87°39'40", a chord bearing and distance of S 57°07'52" E, 117.73 feet, for an arc length of 130.05 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Over and across said 188.51 acre tract, the following bearings and distances:

S 13°18'02" E, a distance of 25.78 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 76°41'58" E, a distance of 80.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 13°18'02" E, a distance of 8.58 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the right, said curve having a radius of 386.50 feet, a central angle of 05°40'15", a chord bearing and distance of S 10°27'55" E, 38.24 feet, for an arc length of 38.25 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 07°37'47" E, a distance of 67.78 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the left, said curve having a radius of 363.50 feet, a central angle of 05°39'38", a chord bearing and distance of S 10°27'36" E, 35.90 feet, for an arc length of 35.91 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 13°17'25" E, a distance of 10.24 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a non-tangent curve to the left, said curve having a radial bearing of N 76°37'59" E, a radius of 450.54 feet, a central angle of 26°42'29", a chord bearing and distance of S 26°43'15" E, 208.12 feet, for an arc length of 210.02 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 38°07'47" E, a distance of 98.19 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the right, said curve having a radius of 430.00 feet, a central angle of 31°26'23", a chord bearing and distance of S 22°24'36" E, 233.00 feet, for an arc length of 235.95 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 06°41'24" E, a distance of 364.55 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the right, said curve having a radius of 3030.00 feet, a central angle of 03°05'56", a chord bearing and distance of S 05°08'26" E, 163.86 feet, for an arc length of 163.88 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a reverse curve to the left, said curve having a radius of 15.00 feet, a central angle of 89°14'50", a chord bearing and distance of S 48°12'54" E, 21.07 feet, for an arc length of 23.36 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 02°50'19" E, a distance of 50.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southwesterly, along a non-tangent curve to the left, said curve having a radial bearing of S 02°50'19" E, a radius of 15.00 feet, a central angle of 89°14'50", a chord bearing and distance of S 42°32'16" W, 21.07 feet, for an arc length of 23.36 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a reverse curve to the right, said curve having a radius of 3030.00 feet, a central angle of 02°34'04", a chord bearing and distance of S 00°48'07" E, 135.78 feet, for an arc length of 135.79 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 00°28'54" W, a distance of 137.29 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the left, said curve having a radius of 470.00 feet, a central angle of 35°42'17", a chord bearing and distance of S 17°22'14" E, 288.17 feet, for an arc length of 292.89 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a compound curve to the left, said curve having a radius of 65.00 feet, a central angle of 52°43'35", a chord bearing and distance of S 61°35'10" E, 57.73 feet, for an arc length of 59.82 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southwesterly, along a reverse curve to the right, said curve having a radius of 72.00 feet, a central angle of 271°38'52", a chord bearing and distance of S 47°52'29" W, 100.35 feet, for an arc length of 341.36 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a reverse curve to the left, said curve having a radius of 65.00 feet, a central angle of 41°07'54", a chord bearing and distance of N 16°52'02" W, 45.67 feet, for an arc length of 46.66 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a reverse curve to the right, said curve having a radius of 530.00 feet, a central angle of 37°54'54", a chord bearing and distance of N 18°28'32" W, 344.36 feet, for an arc length of 350.72 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 00°28'22" E, a distance of 149.14 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 89°44'49" W, a distance of 100.61 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 87°36'04" W, a distance of 83.98 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 80°15'00" W, a distance of 83.98 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 72°53'56" W, a distance of 83.98 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 66°01'03" W, a distance of 84.03 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 59°14'33" W, a distance of 575.03 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 60°29'27" W, a distance of 66.99 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 71°07'00" W, a distance of 63.44 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 83°27'43" W, a distance of 63.44 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 89°38'05" W, a distance of 453.82 feet to the POINT OF BEGINNING, and containing 34.398 acres in Hays County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 8141-08 by Pape-Dawson Engineers, Inc.

EXHIBIT B-1 – DISTRICT BOUNDARY MAP

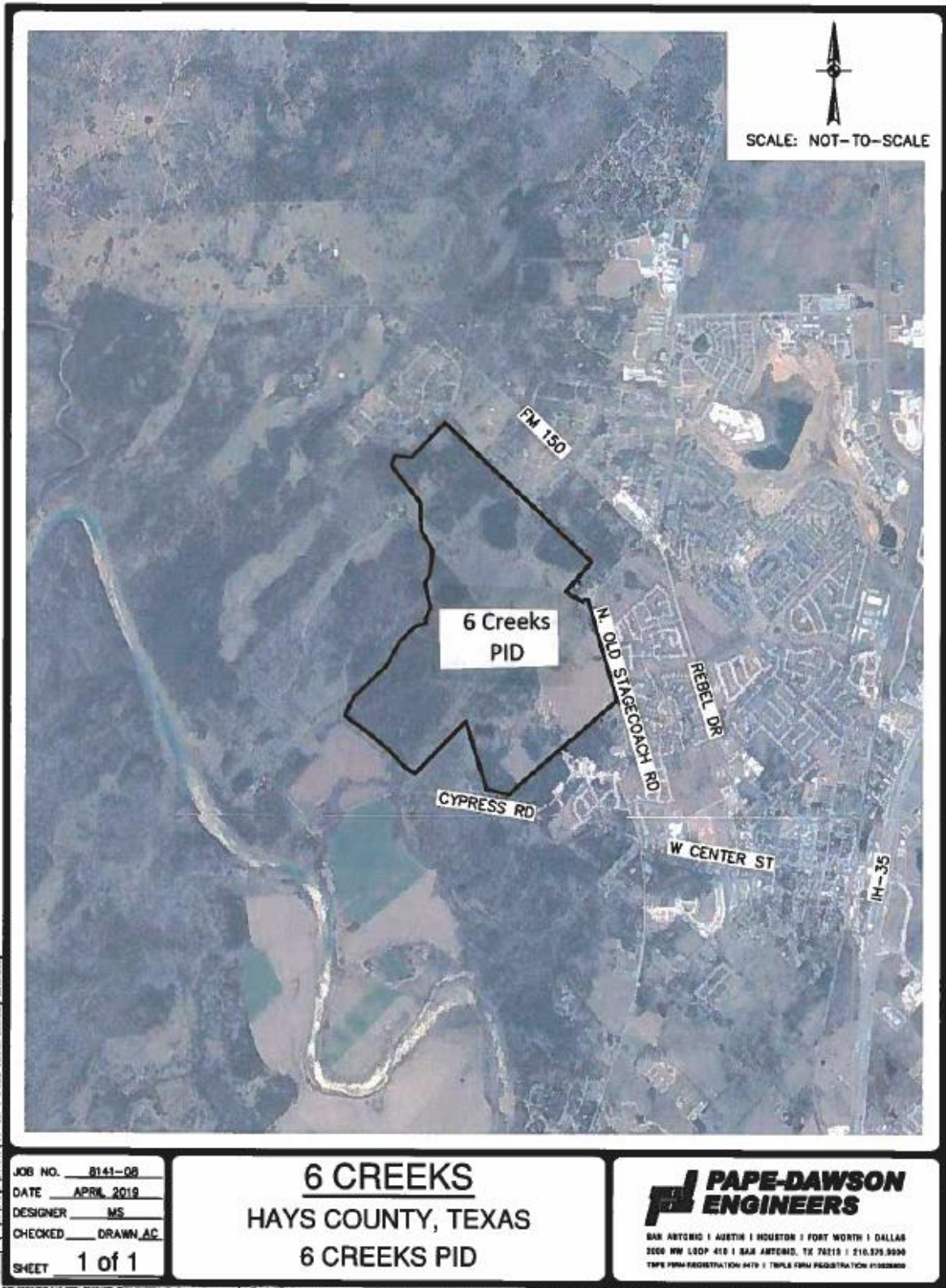
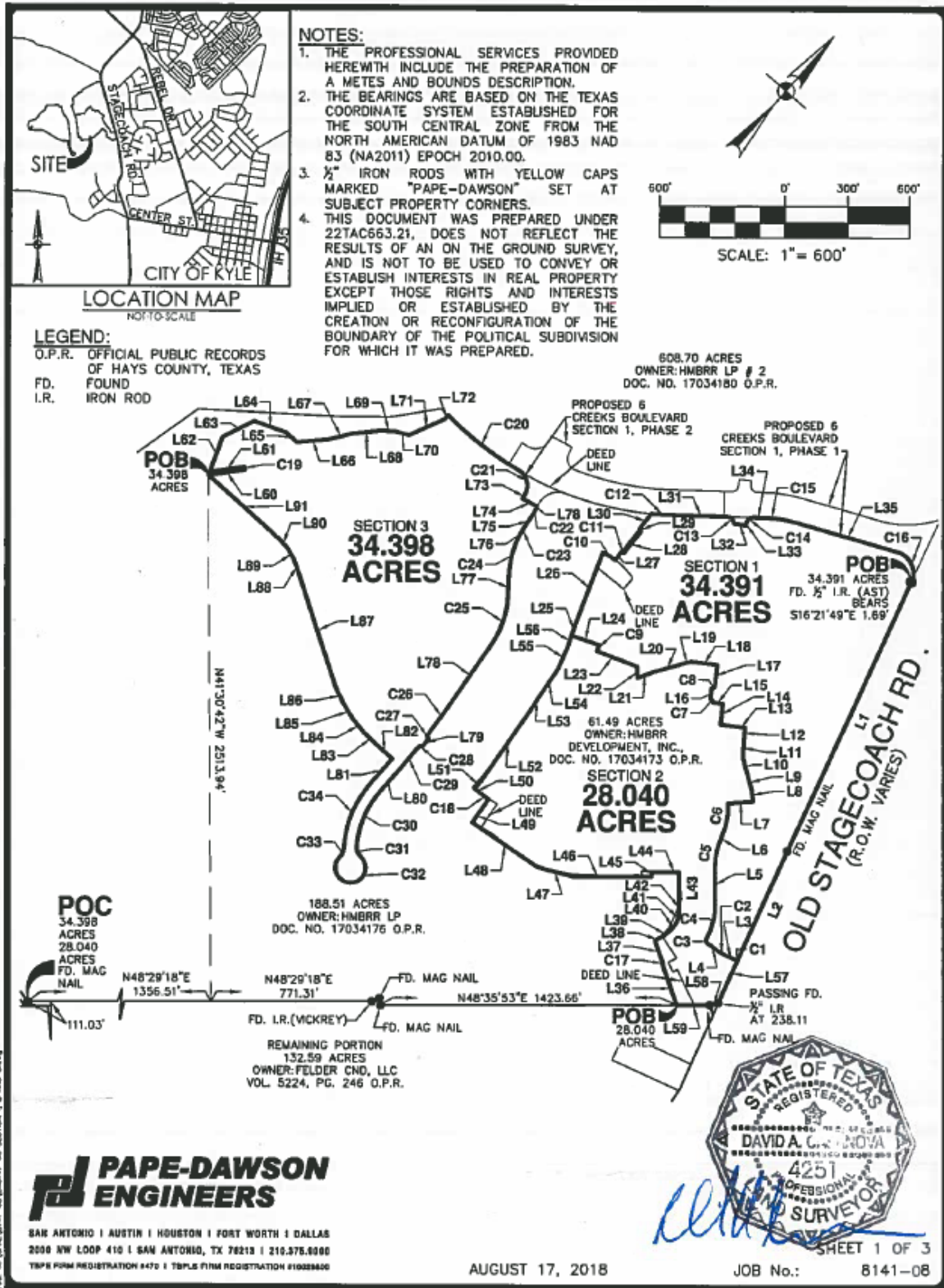


EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

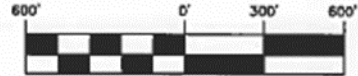
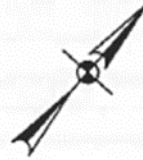


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LOCATION MAP
NOT TO SCALE

LEGEND:
O.P.R. OFFICIAL PUBLIC RECORDS
OF HAYS COUNTY, TEXAS
FD. FOUND
I.R. IRON ROD



SCALE: 1" = 600'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S16°21'49"E	1423.43'
L2	S16°46'59"E	559.73'
L3	S73°11'07"W	43.79'
L4	S83°45'26"W	59.00'
L5	N41°24'07"W	182.22'
L6	N20°25'27"W	68.68'
L7	N45°10'23"E	120.09'
L8	N49°03'14"W	64.36'
L9	N56°13'41"W	57.67'
L10	N56°10'39"W	95.45'
L11	N38°25'46"W	91.92'
L12	N34°10'46"W	50.00'
L13	S55°49'14"W	120.00'
L14	N34°10'46"W	100.00'
L15	S55°49'14"W	50.00'
L16	N34°10'46"W	50.00'
L17	N34°10'46"W	100.00'
L18	S55°49'14"W	127.69'
L19	S35°10'02"W	42.81'
L20	S33°02'18"W	151.46'
L21	S26°43'21"W	74.14'
L22	N45°35'23"W	55.21'
L23	S69°43'34"W	202.47'
L24	S67°02'44"W	142.32'
L25	N22°06'03"W	60.01'

LINE TABLE		
LINE	BEARING	LENGTH
L26	N19°59'52"W	365.06'
L27	N03°23'28"W	50.03'
L28	N03°13'26"W	133.36'
L29	N64°50'45"W	15.48'
L30	N03°23'28"W	88.67'
L31	N50°08'56"E	260.13'
L32	N56°23'10"E	60.01'
L33	N34°10'46"W	11.96'
L34	N50°08'56"E	51.45'
L35	N64°38'57"E	515.04'
L36	N59°52'52"W	211.37'
L37	N60°20'29"W	115.00'
L38	N22°50'13"E	43.95'
L39	N09°11'38"E	43.95'
L40	N03°37'26"W	41.26'
L41	N21°09'38"W	46.64'
L42	N41°24'07"W	51.61'
L43	S41°24'07"E	150.00'
L44	S48°35'53"W	130.00'
L45	S41°24'07"E	20.00'
L46	S48°35'53"W	380.33'
L47	S63°07'22"W	179.85'
L48	S83°18'36"W	373.56'
L49	N06°41'24"W	135.26'
L50	S87°09'41"W	35.21'

LINE TABLE		
LINE	BEARING	LENGTH
L51	N02°50'19"W	50.00'
L52	N06°41'24"W	438.42'
L53	N06°41'24"W	50.00'
L54	N06°41'24"W	161.57'
L55	N17°22'23"W	115.59'
L56	N22°04'53"W	56.05'
L57	S16°46'59"E	238.92'
L58	S36°01'08"W	42.61'
L59	S48°35'53"W	159.68'
L60	N40°08'34"E	176.64'
L61	S40°08'34"W	166.50'
L62	N21°04'28"W	177.56'
L63	N21°52'32"E	170.23'
L64	N68°18'00"E	164.26'
L65	S89°38'05"E	70.00'
L66	N43°11'52"E	156.28'
L67	N34°18'30"E	110.00'
L68	N43°12'35"E	140.48'
L69	N51°41'58"E	72.36'
L70	N64°27'27"E	63.77'
L71	N24°37'09"E	185.86'
L72	N04°30'09"E	29.28'
L73	S13°18'02"E	25.78'
L74	N76°41'58"E	80.00'
L75	S07°37'47"E	67.78'

LINE TABLE		
LINE	BEARING	LENGTH
L76	S13°17'25"E	10.24'
L77	S38°07'47"E	98.19'
L78	S13°18'02"E	8.58'
L78	S06°41'24"E	364.55'
L79	S02°50'19"E	50.00'
L80	S00°28'54"W	137.29'
L81	N00°28'22"E	149.14'
L82	N89°44'49"W	100.61'
L83	N87°36'04"W	83.98'
L84	N80°15'00"W	83.98'
L85	N72°53'56"W	83.98'
L86	N66°01'03"W	84.03'
L87	N59°14'33"W	575.03'
L88	N60°29'27"W	66.99'
L89	N71°07'00"W	63.44'
L90	N83°27'43"W	63.44'
L91	N89°38'05"W	453.82'

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2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.8020
TXPE FIRM REGISTRATION #470 | TPPL FIRM REGISTRATION #10228800

AUGUST 17, 2018

JOB No.: 8141-08

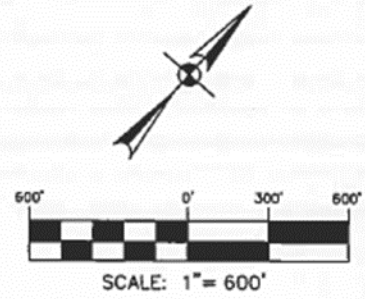
SHEET 2 OF 3

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LOCATION MAP
NOT TO SCALE

LEGEND:
 O.P.R. OFFICIAL PUBLIC RECORDS
 OF HAYS COUNTY, TEXAS
 FD. FOUND
 I.R. IRON ROD



CURVE TABLE						CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH	CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	15.00'	89°58'06"	S28°12'04"W	21.21'	23.55'	C18	1025.00'	2°33'53"	S85°52'45"W	45.88'	45.88'
C2	275.00'	10°34'19"	S78°28'16"W	50.67'	50.74'	C19	60.00'	14°28'39"	N57°05'46"W	15.12'	15.16'
C3	15.00'	83°42'30"	N54°23'19"W	20.02'	21.91'	C20	1560.00'	15°36'05"	N86°50'20"E	423.47'	424.78'
C4	350.00'	28°52'03"	N26°58'06"W	174.48'	176.34'	C21	85.00'	87°39'40"	S57°07'52"E	117.73'	130.05'
C5	275.00'	20°58'41"	N30°54'47"W	100.13'	100.69'	C22	386.50'	5°40'15"	S10°27'55"E	38.24'	38.25'
C6	325.00'	24°24'10"	N32°37'32"W	137.38'	138.42'	C23	363.50'	5°39'38"	S10°27'36"E	35.90'	35.91'
C7	15.00'	90°00'00"	N79°10'46"W	21.21'	23.56'	C24	450.54'	26°42'29"	S26°43'15"E	208.12'	210.02'
C8	15.00'	90°00'00"	N10°49'14"E	21.21'	23.56'	C25	430.00'	31°26'23"	S22°24'36"E	233.00'	235.95'
C9	775.00'	2°19'30"	N21°26'11"W	31.45'	31.45'	C26	3030.00'	3°05'56"	S05°08'26"E	163.86'	163.88'
C10	350.00'	11°10'10"	N79°03'09"E	68.12'	68.23'	C27	15.00'	89°14'50"	S48°12'54"E	21.07'	23.36'
C11	400.00'	1°53'32"	N85°49'48"E	13.21'	13.21'	C28	15.00'	89°14'50"	S42°32'16"W	21.07'	23.36'
C12	1560.00'	3°58'00"	N52°07'56"E	107.98'	108.00'	C29	3030.00'	2°34'04"	S00°48'07"E	135.78'	135.79'
C13	30.00'	94°37'43"	S82°32'11"E	44.11'	49.55'	C30	470.00'	35°42'17"	S17°22'14"E	288.17'	292.89'
C14	30.00'	84°19'42"	N07°59'05"E	40.28'	44.15'	C31	65.00'	52°43'35"	S61°35'10"E	57.73'	59.82'
C15	615.00'	14°30'01"	N57°23'57"E	155.23'	155.64'	C32	72.00'	271°38'52"	S47°52'29"W	100.35'	341.36'
C16	100.00'	98°59'13"	S65°51'26"E	152.07'	172.76'	C33	65.00'	41°07'54"	N16°52'02"W	45.67'	46.66'
C17	300.00'	0°27'37"	N29°53'20"E	2.41'	2.41'	C34	530.00'	37°54'54"	N18°28'32"W	344.36'	350.72'

Date: Aug 17, 2018, 3:11pm User: D. Ormrod
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AUGUST 17, 2018

JOB No.:

SHEET 3 OF 3

8141-08

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EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs [a]	Improvement Area #1		Future Improvement Area		
		%	Costs	%	Cost	
<i>Major Improvements</i>						
WWTP Capacity Payment [b]	\$ 1,200,000	2.75%	\$ 33,028	97.25%	\$ 1,166,972	
Lift Station & Force Main [b]	3,380,000	2.75%	93,028	97.25%	3,286,972	
Offsite Water [c]	2,080,000	16.45%	342,227	83.55%	1,737,773	
Old Stagecoach Road [c]	1,560,000	16.45%	256,670	83.55%	1,303,330	
Parks & Trails [d]	702,000	46.07%	323,404	53.93%	378,596	
Entry, Walls & Landscaping [d]	1,742,000	46.07%	802,521	53.93%	939,479	
	<u>\$ 10,664,000</u>		<u>\$ 1,850,877</u>		<u>\$ 8,813,123</u>	
<i>Improvement Area #1 Improvements</i>						
Streets [e]	\$ 2,853,778	100%	\$ 2,853,778	0%	\$ -	
Water	1,446,469	100%	1,446,469	0%	-	
Wastewater	1,871,035	100%	1,871,035	0%	-	
Drainage [f]	1,389,142	100%	1,389,142	0%	-	
Detention/WQP	2,109,226	100%	2,109,226	0%	-	
	<u>\$ 9,669,650</u>		<u>\$ 9,669,650</u>		<u>\$ -</u>	
<i>District Formation and Bond Issuance Costs</i>						
Reserve Fund	\$ 525,450		\$ 525,450		\$ -	
Capitalized Interest	430,607		430,607		-	
Underwriter Discount	224,850		224,850		-	
Cost of Issuance	369,295		369,295		-	
District Administration Fund	30,000		30,000		-	
	<u>\$ 1,580,202</u>		<u>\$ 1,580,202</u>		<u>\$ -</u>	
Total	\$ 21,913,853		\$ 13,100,730		\$ 8,813,123	

Notes:

- [a] Consists of 4% construction management and 14% soft costs, including engineering and design, construction inspection fees, geotechnical testing, and contingency. The WWTP Capacity Payment does not require soft costs or construction management.
- [b] There is sufficient capacity for the first 286 Lots in the District. 85.63% of Improvement Area #1 is served with the existing capacity.
- [c] Allocated pro rata based on the estimated number of lots. There are 334 Lots in Improvement Area #1, and 2030 in the total District. $334 \div 2030 = 16.45\%$.
- [d] Improvements will be constructed for the first 725 Lots, 334 of which are in Improvement Area #1. The costs are allocated pro rata based on the estimated number of Lots. $334 \div 725 = 46.07\%$.
- [e] Includes local streets within Improvement Area #1 as well as collector streets constructed within Improvement Area #1.
- [f] Includes erosion control costs.

EXHIBIT D – SERVICE PLAN

		Improvement Area #1				
Installments Due		1/31/2020	1/31/2021	1/31/2022	1/31/2023	1/31/2024
<i>Improvement Area #1 Bonds</i>						
Principal		\$ -	\$ 185,000	\$ 190,000	\$ 200,000	\$ 210,000
Interest		337,731	337,731	330,563	323,200	315,450
Capitalized Interest		(337,731)	-	-	-	-
	(1)	\$ -	\$ 522,731	\$ 520,563	\$ 523,200	\$ 525,450
<i>Improvement Area #1 Reimbursement Obligation</i>						
Principal		\$ -	\$ 86,981	\$ 92,200	\$ 97,732	\$ 103,596
Interest		-	265,200	259,981	254,449	248,585
	(2)	\$ -	\$ 352,181	\$ 352,181	\$ 352,181	\$ 352,181
Annual Collection Costs		\$ 30,600	\$ 31,212	\$ 31,836	\$ 32,473	\$ 33,122
Additional Interest Reserve		37,475	37,475	36,550	35,600	34,600
	(3)	\$ 68,075	\$ 68,687	\$ 68,386	\$ 68,073	\$ 67,722
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 68,075	\$ 943,599	\$ 941,130	\$ 943,454	\$ 945,354

EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Future Improvement Area	Total
Sources of Funds			
Improvement Area #1 Bond Par	\$ 7,495,000	\$ -	\$ 7,495,000
Owner Advance [a]	4,420,000	-	4,420,000
Owner Contribution	1,185,730	8,813,123 [b]	9,998,853
Total Sources	\$ 13,100,730	\$ 8,813,123	\$ 21,913,853
Uses of Funds			
<i>Authorized Improvements</i>			
Improvement Area #1 Improvements	\$ 9,669,650	\$ -	\$ 9,669,650
Major Improvements	1,850,877	8,813,123	10,664,000
	\$ 11,520,528	\$ 8,813,123	\$ 20,333,650
<i>Bond Issuance and District Formation Costs</i>			
Debt Service Reserve Fund	\$ 525,450	\$ -	\$ 525,450
Capitalized Interest	430,607	-	430,607
Underwriter Discount	224,850	-	224,850
Cost of Issuance	369,295	-	369,295
District Administration Fund	30,000	-	30,000
	\$ 1,580,202	\$ -	\$ 1,580,202
Total Uses	\$ 13,100,730	\$ 8,813,123	\$ 21,913,853

Notes:

[a] Subject to Improvement Area #1 Reimbursement Obligation.

[b] May be reimbursed in whole or in part by Assessments levied against Future Improvement Areas.

EXHIBIT F – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Parcel ID	Plat	Lot & Block	Lot Type	Improvement Area #1	
				Outstanding Assessment	Installment due 1/31/2020
R163837	6 Creeks - Phase 1, Section 1	Block A, Lot 1	3	\$ 38,871.85	\$ 222.09
R163838	6 Creeks - Phase 1, Section 1	Block A, Lot 2	3	\$ 38,871.85	\$ 222.09
R163839	6 Creeks - Phase 1, Section 1	Block A, Lot 3	3	\$ 38,871.85	\$ 222.09
R163840	6 Creeks - Phase 1, Section 1	Block A, Lot 4	3	\$ 38,871.85	\$ 222.09
R163841	6 Creeks - Phase 1, Section 1	Block A, Lot 5	3	\$ 38,871.85	\$ 222.09
R163842	6 Creeks - Phase 1, Section 1	Block A, Lot 6	3	\$ 38,871.85	\$ 222.09
R163843	6 Creeks - Phase 1, Section 1	Block B, Lot 1	Open Space	\$ -	\$ -
R163844	6 Creeks - Phase 1, Section 1	Block B, Lot 2	3	\$ 38,871.85	\$ 222.09
R163845	6 Creeks - Phase 1, Section 1	Block B, Lot 3	3	\$ 38,871.85	\$ 222.09
R163846	6 Creeks - Phase 1, Section 1	Block B, Lot 4	3	\$ 38,871.85	\$ 222.09
R163847	6 Creeks - Phase 1, Section 1	Block B, Lot 5	3	\$ 38,871.85	\$ 222.09
R163848	6 Creeks - Phase 1, Section 1	Block B, Lot 6	3	\$ 38,871.85	\$ 222.09
R163849	6 Creeks - Phase 1, Section 1	Block B, Lot 7	3	\$ 38,871.85	\$ 222.09
R163850	6 Creeks - Phase 1, Section 1	Block B, Lot 8	3	\$ 38,871.85	\$ 222.09
R163851	6 Creeks - Phase 1, Section 1	Block C, Lot 1	1	\$ 31,097.48	\$ 177.67
R163852	6 Creeks - Phase 1, Section 1	Block C, Lot 2	1	\$ 31,097.48	\$ 177.67
R163853	6 Creeks - Phase 1, Section 1	Block C, Lot 3	1	\$ 31,097.48	\$ 177.67
R163854	6 Creeks - Phase 1, Section 1	Block C, Lot 4	1	\$ 31,097.48	\$ 177.67
R163855	6 Creeks - Phase 1, Section 1	Block C, Lot 5	1	\$ 31,097.48	\$ 177.67
R163856	6 Creeks - Phase 1, Section 1	Block C, Lot 6	1	\$ 31,097.48	\$ 177.67
R163857	6 Creeks - Phase 1, Section 1	Block C, Lot 7	1	\$ 31,097.48	\$ 177.67
R163858	6 Creeks - Phase 1, Section 1	Block C, Lot 8	1	\$ 31,097.48	\$ 177.67
R163859	6 Creeks - Phase 1, Section 1	Block C, Lot 9	1	\$ 31,097.48	\$ 177.67
R163860	6 Creeks - Phase 1, Section 1	Block C, Lot 10	1	\$ 31,097.48	\$ 177.67
R163861	6 Creeks - Phase 1, Section 1	Block C, Lot 11	1	\$ 31,097.48	\$ 177.67
R163862	6 Creeks - Phase 1, Section 1	Block C, Lot 12	1	\$ 31,097.48	\$ 177.67
R163863	6 Creeks - Phase 1, Section 1	Block C, Lot 13	1	\$ 31,097.48	\$ 177.67
R163864	6 Creeks - Phase 1, Section 1	Block C, Lot 14	1	\$ 31,097.48	\$ 177.67
R163865	6 Creeks - Phase 1, Section 1	Block C, Lot 15	1	\$ 31,097.48	\$ 177.67
R163866	6 Creeks - Phase 1, Section 1	Block C, Lot 16	1	\$ 31,097.48	\$ 177.67
R163867	6 Creeks - Phase 1, Section 1	Block C, Lot 17	1	\$ 31,097.48	\$ 177.67
R163868	6 Creeks - Phase 1, Section 1	Block C, Lot 18	1	\$ 31,097.48	\$ 177.67
R163869	6 Creeks - Phase 1, Section 1	Block C, Lot 19	1	\$ 31,097.48	\$ 177.67
R163870	6 Creeks - Phase 1, Section 1	Block C, Lot 20	1	\$ 31,097.48	\$ 177.67
R163871	6 Creeks - Phase 1, Section 1	Block C, Lot 21	1	\$ 31,097.48	\$ 177.67

Note: Open space is non-benefitted property and is not assessed.

Parcel ID	Plat	Lot & Block	Lot Type	Improvement Area #1	
				Outstanding Assessment	Installment due 1/31/2020
R163872	6 Creeks - Phase 1, Section 1	Block C, Lot 22	1	\$ 31,097.48	\$ 177.67
R163873	6 Creeks - Phase 1, Section 1	Block C, Lot 23	1	\$ 31,097.48	\$ 177.67
R163874	6 Creeks - Phase 1, Section 1	Block C, Lot 24	1	\$ 31,097.48	\$ 177.67
R163875	6 Creeks - Phase 1, Section 1	Block C, Lot 25	1	\$ 31,097.48	\$ 177.67
R163876	6 Creeks - Phase 1, Section 1	Block C, Lot 26	1	\$ 31,097.48	\$ 177.67
R163877	6 Creeks - Phase 1, Section 1	Block C, Lot 27	1	\$ 31,097.48	\$ 177.67
R163878	6 Creeks - Phase 1, Section 1	Block C, Lot 28	1	\$ 31,097.48	\$ 177.67
R163879	6 Creeks - Phase 1, Section 1	Block C, Lot 29	1	\$ 31,097.48	\$ 177.67
R163880	6 Creeks - Phase 1, Section 1	Block C, Lot 30	1	\$ 31,097.48	\$ 177.67
R163881	6 Creeks - Phase 1, Section 1	Block C, Lot 31	1	\$ 31,097.48	\$ 177.67
R163882	6 Creeks - Phase 1, Section 1	Block C, Lot 32	1	\$ 31,097.48	\$ 177.67
R163883	6 Creeks - Phase 1, Section 1	Block C, Lot 33	1	\$ 31,097.48	\$ 177.67
R163884	6 Creeks - Phase 1, Section 1	Block C, Lot 34	1	\$ 31,097.48	\$ 177.67
R163885	6 Creeks - Phase 1, Section 1	Block C, Lot 35	1	\$ 31,097.48	\$ 177.67
R163886	6 Creeks - Phase 1, Section 1	Block C, Lot 36	1	\$ 31,097.48	\$ 177.67
R163887	6 Creeks - Phase 1, Section 1	Block C, Lot 37	1	\$ 31,097.48	\$ 177.67
R163888	6 Creeks - Phase 1, Section 1	Block C, Lot 38	1	\$ 31,097.48	\$ 177.67
R163889	6 Creeks - Phase 1, Section 1	Block C, Lot 39	1	\$ 31,097.48	\$ 177.67
R163890	6 Creeks - Phase 1, Section 1	Block C, Lot 40	1	\$ 31,097.48	\$ 177.67
R163891	6 Creeks - Phase 1, Section 1	Block C, Lot 41	1	\$ 31,097.48	\$ 177.67
R163892	6 Creeks - Phase 1, Section 1	Block C, Lot 42	1	\$ 31,097.48	\$ 177.67
R163893	6 Creeks - Phase 1, Section 1	Block C, Lot 43	1	\$ 31,097.48	\$ 177.67
R163894	6 Creeks - Phase 1, Section 1	Block C, Lot 44	Open Space	\$ -	\$ -
R163895	6 Creeks - Phase 1, Section 1	Block C, Lot 45	Open Space	\$ -	\$ -
R163896	6 Creeks - Phase 1, Section 1	Block D, Lot 1	3	\$ 38,871.85	\$ 222.09
R163897	6 Creeks - Phase 1, Section 1	Block D, Lot 2	3	\$ 38,871.85	\$ 222.09
R163898	6 Creeks - Phase 1, Section 1	Block D, Lot 3	3	\$ 38,871.85	\$ 222.09
R163899	6 Creeks - Phase 1, Section 1	Block D, Lot 4	3	\$ 38,871.85	\$ 222.09
R163900	6 Creeks - Phase 1, Section 1	Block D, Lot 5	3	\$ 38,871.85	\$ 222.09
R163901	6 Creeks - Phase 1, Section 1	Block D, Lot 6	3	\$ 38,871.85	\$ 222.09
R163902	6 Creeks - Phase 1, Section 1	Block D, Lot 7	3	\$ 38,871.85	\$ 222.09
R163903	6 Creeks - Phase 1, Section 1	Block D, Lot 8	3	\$ 38,871.85	\$ 222.09
R163904	6 Creeks - Phase 1, Section 1	Block D, Lot 9	3	\$ 38,871.85	\$ 222.09
R163905	6 Creeks - Phase 1, Section 1	Block D, Lot 10	3	\$ 38,871.85	\$ 222.09
R163906	6 Creeks - Phase 1, Section 1	Block D, Lot 11	3	\$ 38,871.85	\$ 222.09
R163907	6 Creeks - Phase 1, Section 1	Block D, Lot 12	3	\$ 38,871.85	\$ 222.09
R163908	6 Creeks - Phase 1, Section 1	Block D, Lot 13	3	\$ 38,871.85	\$ 222.09
R163909	6 Creeks - Phase 1, Section 1	Block D, Lot 14	Open Space	\$ -	\$ -
R163910	6 Creeks - Phase 1, Section 1	Block E, Lot 1	1	\$ 31,097.48	\$ 177.67
R163911	6 Creeks - Phase 1, Section 1	Block E, Lot 2	1	\$ 31,097.48	\$ 177.67

Note: Open space is non-benefitted property and is not assessed.

Parcel ID	Plat	Lot & Block	Lot Type	Improvement Area #1	
				Outstanding Assessment	Installment due 1/31/2020
R163912	6 Creeks - Phase 1, Section 1	Block E, Lot 3	1	\$ 31,097.48	\$ 177.67
R163913	6 Creeks - Phase 1, Section 1	Block E, Lot 4	1	\$ 31,097.48	\$ 177.67
R163914	6 Creeks - Phase 1, Section 1	Block E, Lot 5	1	\$ 31,097.48	\$ 177.67
R163915	6 Creeks - Phase 1, Section 1	Block E, Lot 6	1	\$ 31,097.48	\$ 177.67
R163916	6 Creeks - Phase 1, Section 1	Block E, Lot 7	1	\$ 31,097.48	\$ 177.67
R163917	6 Creeks - Phase 1, Section 1	Block E, Lot 8	1	\$ 31,097.48	\$ 177.67
R163918	6 Creeks - Phase 1, Section 1	Block E, Lot 9	1	\$ 31,097.48	\$ 177.67
R163919	6 Creeks - Phase 1, Section 1	Block E, Lot 10	1	\$ 31,097.48	\$ 177.67
R163920	6 Creeks - Phase 1, Section 1	Block E, Lot 11	1	\$ 31,097.48	\$ 177.67
R163921	6 Creeks - Phase 1, Section 1	Block E, Lot 12	1	\$ 31,097.48	\$ 177.67
R163922	6 Creeks - Phase 1, Section 1	Block E, Lot 13	1	\$ 31,097.48	\$ 177.67
R163923	6 Creeks - Phase 1, Section 1	Block E, Lot 14	1	\$ 31,097.48	\$ 177.67
R163924	6 Creeks - Phase 1, Section 1	Block E, Lot 15	1	\$ 31,097.48	\$ 177.67
R163925	6 Creeks - Phase 1, Section 1	Block E, Lot 16	1	\$ 31,097.48	\$ 177.67
R163926	6 Creeks - Phase 1, Section 1	Block E, Lot 17	1	\$ 31,097.48	\$ 177.67
R163927	6 Creeks - Phase 1, Section 1	Block E, Lot 18	1	\$ 31,097.48	\$ 177.67
R163928	6 Creeks - Phase 1, Section 1	Block F, Lot 1	3	\$ 38,871.85	\$ 222.09
R163929	6 Creeks - Phase 1, Section 1	Block F, Lot 2	3	\$ 38,871.85	\$ 222.09
R163930	6 Creeks - Phase 1, Section 1	Block F, Lot 3	3	\$ 38,871.85	\$ 222.09
R163931	6 Creeks - Phase 1, Section 1	Block F, Lot 4	3	\$ 38,871.85	\$ 222.09
R163932	6 Creeks - Phase 1, Section 1	Block F, Lot 5	3	\$ 38,871.85	\$ 222.09
R163933	6 Creeks - Phase 1, Section 1	Block F, Lot 6	3	\$ 38,871.85	\$ 222.09
R163934	6 Creeks - Phase 1, Section 1	Block F, Lot 7	3	\$ 38,871.85	\$ 222.09
R163935	6 Creeks - Phase 1, Section 1	Block G, Lot 1	3	\$ 38,871.85	\$ 222.09
R163936	6 Creeks - Phase 1, Section 1	Block G, Lot 2	3	\$ 38,871.85	\$ 222.09
R163937	6 Creeks - Phase 1, Section 1	Block G, Lot 3	3	\$ 38,871.85	\$ 222.09
R163938	6 Creeks - Phase 1, Section 1	Block G, Lot 4	3	\$ 38,871.85	\$ 222.09
R163939	6 Creeks - Phase 1, Section 1	Block G, Lot 5	1	\$ 31,097.48	\$ 177.67
R163940	6 Creeks - Phase 1, Section 1	Block G, Lot 6	1	\$ 31,097.48	\$ 177.67
R163941	6 Creeks - Phase 1, Section 1	Block G, Lot 7	1	\$ 31,097.48	\$ 177.67
R163942	6 Creeks - Phase 1, Section 1	Block G, Lot 8	1	\$ 31,097.48	\$ 177.67
R163943	6 Creeks - Phase 1, Section 1	Block G, Lot 9	1	\$ 31,097.48	\$ 177.67
R163944	6 Creeks - Phase 1, Section 1	Block G, Lot 10	1	\$ 31,097.48	\$ 177.67
R163945	6 Creeks - Phase 1, Section 1	Block G, Lot 11	1	\$ 31,097.48	\$ 177.67
R163946	6 Creeks - Phase 1, Section 1	Block G, Lot 12	1	\$ 31,097.48	\$ 177.67
R163947	6 Creeks - Phase 1, Section 1	Block G, Lot 13	1	\$ 31,097.48	\$ 177.67
R163948	6 Creeks - Phase 1, Section 1	Block G, Lot 14	1	\$ 31,097.48	\$ 177.67
R163949	6 Creeks - Phase 1, Section 1	Block G, Lot 15	1	\$ 31,097.48	\$ 177.67
R163950	6 Creeks - Phase 1, Section 1	Block G, Lot 16	1	\$ 31,097.48	\$ 177.67
R156027/R16898	Improvement Area #1 Unplatted Property			\$ 8,206,625.34	\$ 46,887.62
Total				\$ 11,915,000.00	\$ 68,075.00

Note: Open space is non-benefitted property and is not assessed.

EXHIBIT G-1 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Installments Due	Improvement Area #1 Bonds				Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Installment
	Principal	Interest [a]	Capitalized Interest	Additional Interest Reserve	Principal	Interest [b]		
1/31/2019	\$ -	\$ 92,876.09	\$ (92,876.09)	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00
1/31/2020	\$ -	\$ 337,731.26	\$ (337,731.26)	\$ 37,475.00	\$ -	\$ -	\$ 30,600.00	\$ 68,075.00
1/31/2021	\$ 185,000.00	\$ 337,731.26	\$ -	\$ 37,475.00	\$ 86,981.20	\$ 265,200.00	\$ 31,212.00	\$ 943,599.46
1/31/2022	\$ 190,000.00	\$ 330,562.50	\$ -	\$ 36,550.00	\$ 92,200.07	\$ 259,981.13	\$ 31,836.24	\$ 941,129.94
1/31/2023	\$ 200,000.00	\$ 323,200.00	\$ -	\$ 35,600.00	\$ 97,732.08	\$ 254,449.12	\$ 32,472.96	\$ 943,454.17
1/31/2024	\$ 210,000.00	\$ 315,450.00	\$ -	\$ 34,600.00	\$ 103,596.00	\$ 248,585.20	\$ 33,122.42	\$ 945,353.63
1/31/2025	\$ 215,000.00	\$ 307,312.50	\$ -	\$ 33,550.00	\$ 109,811.76	\$ 242,369.44	\$ 33,784.87	\$ 941,828.57
1/31/2026	\$ 225,000.00	\$ 298,443.76	\$ -	\$ 32,475.00	\$ 116,400.47	\$ 235,780.73	\$ 34,460.57	\$ 942,560.53
1/31/2027	\$ 235,000.00	\$ 289,162.50	\$ -	\$ 31,350.00	\$ 123,384.50	\$ 228,796.70	\$ 35,149.78	\$ 942,843.48
1/31/2028	\$ 245,000.00	\$ 279,468.76	\$ -	\$ 30,175.00	\$ 130,787.57	\$ 221,393.63	\$ 35,852.78	\$ 942,677.74
1/31/2029	\$ 255,000.00	\$ 269,362.50	\$ -	\$ 28,950.00	\$ 138,634.82	\$ 213,546.38	\$ 36,569.83	\$ 942,063.53
1/31/2030	\$ 265,000.00	\$ 258,843.76	\$ -	\$ 27,675.00	\$ 146,952.91	\$ 205,228.29	\$ 37,301.23	\$ 941,001.19
1/31/2031	\$ 275,000.00	\$ 246,587.50	\$ -	\$ 26,350.00	\$ 155,770.09	\$ 196,411.12	\$ 38,047.25	\$ 938,165.96
1/31/2032	\$ 290,000.00	\$ 233,868.76	\$ -	\$ 24,975.00	\$ 165,116.29	\$ 187,064.91	\$ 38,808.20	\$ 939,833.16
1/31/2033	\$ 300,000.00	\$ 220,456.26	\$ -	\$ 23,525.00	\$ 175,023.27	\$ 177,157.93	\$ 39,584.36	\$ 935,746.82
1/31/2034	\$ 315,000.00	\$ 206,581.26	\$ -	\$ 22,025.00	\$ 185,524.66	\$ 166,656.54	\$ 40,376.05	\$ 936,163.51
1/31/2035	\$ 330,000.00	\$ 192,012.50	\$ -	\$ 20,450.00	\$ 196,656.14	\$ 155,525.06	\$ 41,183.57	\$ 935,827.27
1/31/2036	\$ 345,000.00	\$ 176,750.00	\$ -	\$ 18,800.00	\$ 208,455.51	\$ 143,725.69	\$ 42,007.24	\$ 934,738.44
1/31/2037	\$ 360,000.00	\$ 160,793.76	\$ -	\$ 17,075.00	\$ 220,962.84	\$ 131,218.36	\$ 42,847.39	\$ 932,897.35
1/31/2038	\$ 380,000.00	\$ 144,143.76	\$ -	\$ 15,275.00	\$ 234,220.61	\$ 117,960.59	\$ 43,704.34	\$ 935,304.30
1/31/2039	\$ 395,000.00	\$ 126,568.76	\$ -	\$ 13,375.00	\$ 248,273.85	\$ 103,907.35	\$ 44,578.42	\$ 931,703.38
1/31/2040	\$ 415,000.00	\$ 108,300.00	\$ -	\$ 11,400.00	\$ 263,170.28	\$ 89,010.92	\$ 45,469.99	\$ 932,351.19
1/31/2041	\$ 435,000.00	\$ 88,587.50	\$ -	\$ 9,325.00	\$ 278,960.50	\$ 73,220.70	\$ 46,379.39	\$ 931,473.09
1/31/2042	\$ 455,000.00	\$ 67,925.00	\$ -	\$ 7,150.00	\$ 295,698.13	\$ 56,483.07	\$ 47,306.98	\$ 929,563.18
1/31/2043	\$ 475,000.00	\$ 46,312.50	\$ -	\$ 4,875.00	\$ 313,440.02	\$ 38,741.19	\$ 48,253.12	\$ 926,621.82
1/31/2044	\$ 500,000.00	\$ 23,750.00	\$ -	\$ 2,500.00	\$ 332,246.42	\$ 19,934.79	\$ 49,218.18	\$ 927,649.38
Total	\$ 7,495,000.00	\$ 5,482,782.45	\$ (430,607.35)	\$ 582,975.00	\$ 4,420,000.00	\$ 4,032,348.85	\$ 1,010,127.17	\$ 22,592,626.12

[a] Interest is calculated at a 4.62% rate.

[b] Interest is calculated at a 6.00% rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-2 – LOT TYPE 1 ANNUAL INSTALLMENTS

Installments Due	Lot Type 1 - Improvement Area #1 Bonds				Lot Type 1 - Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Installment
	Principal	Interest [a]	Capitalized Interest	Additional Interest Reserve	Principal	Interest [b]		
1/31/2019	\$ -	\$ 242.40	\$ (242.40)	\$ -	\$ -	\$ -	\$ 78.30	\$ 78.30
1/31/2020	\$ -	\$ 881.46	\$ (881.46)	\$ 97.81	\$ -	\$ -	\$ 79.86	\$ 177.67
1/31/2021	\$ 482.84	\$ 881.46	\$ -	\$ 97.81	\$ 227.02	\$ 692.16	\$ 81.46	\$ 2,462.74
1/31/2022	\$ 495.89	\$ 862.75	\$ -	\$ 95.39	\$ 240.64	\$ 678.54	\$ 83.09	\$ 2,456.30
1/31/2023	\$ 521.99	\$ 843.53	\$ -	\$ 92.91	\$ 255.08	\$ 664.10	\$ 84.75	\$ 2,462.36
1/31/2024	\$ 548.09	\$ 823.31	\$ -	\$ 90.30	\$ 270.38	\$ 648.79	\$ 86.45	\$ 2,467.32
1/31/2025	\$ 561.14	\$ 802.07	\$ -	\$ 87.56	\$ 286.60	\$ 632.57	\$ 88.18	\$ 2,458.12
1/31/2026	\$ 587.24	\$ 778.92	\$ -	\$ 84.76	\$ 303.80	\$ 615.37	\$ 89.94	\$ 2,460.03
1/31/2027	\$ 613.34	\$ 754.70	\$ -	\$ 81.82	\$ 322.03	\$ 597.15	\$ 91.74	\$ 2,460.77
1/31/2028	\$ 639.44	\$ 729.40	\$ -	\$ 78.76	\$ 341.35	\$ 577.82	\$ 93.57	\$ 2,460.34
1/31/2029	\$ 665.54	\$ 703.02	\$ -	\$ 75.56	\$ 361.83	\$ 557.34	\$ 95.45	\$ 2,458.73
1/31/2030	\$ 691.64	\$ 675.57	\$ -	\$ 72.23	\$ 383.54	\$ 535.63	\$ 97.35	\$ 2,455.96
1/31/2031	\$ 717.73	\$ 643.58	\$ -	\$ 68.77	\$ 406.55	\$ 512.62	\$ 99.30	\$ 2,448.56
1/31/2032	\$ 756.88	\$ 610.38	\$ -	\$ 65.18	\$ 430.94	\$ 488.23	\$ 101.29	\$ 2,452.91
1/31/2033	\$ 782.98	\$ 575.38	\$ -	\$ 61.40	\$ 456.80	\$ 462.37	\$ 103.31	\$ 2,442.25
1/31/2034	\$ 822.13	\$ 539.17	\$ -	\$ 57.48	\$ 484.21	\$ 434.96	\$ 105.38	\$ 2,443.33
1/31/2035	\$ 861.28	\$ 501.14	\$ -	\$ 53.37	\$ 513.26	\$ 405.91	\$ 107.49	\$ 2,442.46
1/31/2036	\$ 900.43	\$ 461.31	\$ -	\$ 49.07	\$ 544.06	\$ 375.12	\$ 109.64	\$ 2,439.61
1/31/2037	\$ 939.58	\$ 419.66	\$ -	\$ 44.56	\$ 576.70	\$ 342.47	\$ 111.83	\$ 2,434.81
1/31/2038	\$ 991.78	\$ 376.21	\$ -	\$ 39.87	\$ 611.30	\$ 307.87	\$ 114.07	\$ 2,441.09
1/31/2039	\$ 1,030.93	\$ 330.34	\$ -	\$ 34.91	\$ 647.98	\$ 271.19	\$ 116.35	\$ 2,431.69
1/31/2040	\$ 1,083.13	\$ 282.66	\$ -	\$ 29.75	\$ 686.86	\$ 232.31	\$ 118.67	\$ 2,433.38
1/31/2041	\$ 1,135.33	\$ 231.21	\$ -	\$ 24.34	\$ 728.07	\$ 191.10	\$ 121.05	\$ 2,431.09
1/31/2042	\$ 1,187.52	\$ 177.28	\$ -	\$ 18.66	\$ 771.76	\$ 147.42	\$ 123.47	\$ 2,426.11
1/31/2043	\$ 1,239.72	\$ 120.87	\$ -	\$ 12.72	\$ 818.06	\$ 101.11	\$ 125.94	\$ 2,418.43
1/31/2044	\$ 1,304.97	\$ 61.99	\$ -	\$ 6.52	\$ 867.14	\$ 52.03	\$ 128.46	\$ 2,421.11
Total	\$ 19,561.53	\$ 14,309.75	\$ (1,123.86)	\$ 1,521.53	\$ 11,535.95	\$ 10,524.20	\$ 2,636.38	\$ 58,965.49

[a] Interest is calculated at a 4.62% rate.

[b] Interest is calculated at a 6.00% rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-3 – LOT TYPE 2 ANNUAL INSTALLMENTS

Installments Due	Lot Type 2 - Improvement Area #1 Bonds				Lot Type 2 - Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Installment
	Principal	Interest [a]	Capitalized Interest	Additional Interest Reserve	Principal	Interest [b]		
1/31/2019	\$ -	\$ 266.64	\$ (266.64)	\$ -	\$ -	\$ -	\$ 86.13	\$ 86.13
1/31/2020	\$ -	\$ 969.61	\$ (969.61)	\$ 107.59	\$ -	\$ -	\$ 87.85	\$ 195.44
1/31/2021	\$ 531.12	\$ 969.61	\$ -	\$ 107.59	\$ 249.72	\$ 761.37	\$ 89.61	\$ 2,709.02
1/31/2022	\$ 545.48	\$ 949.02	\$ -	\$ 104.93	\$ 264.70	\$ 746.39	\$ 91.40	\$ 2,701.93
1/31/2023	\$ 574.19	\$ 927.89	\$ -	\$ 102.21	\$ 280.58	\$ 730.51	\$ 93.23	\$ 2,708.60
1/31/2024	\$ 602.90	\$ 905.64	\$ -	\$ 99.33	\$ 297.42	\$ 713.67	\$ 95.09	\$ 2,714.05
1/31/2025	\$ 617.25	\$ 882.28	\$ -	\$ 96.32	\$ 315.26	\$ 695.83	\$ 96.99	\$ 2,703.93
1/31/2026	\$ 645.96	\$ 856.81	\$ -	\$ 93.23	\$ 334.18	\$ 676.91	\$ 98.93	\$ 2,706.03
1/31/2027	\$ 674.67	\$ 830.17	\$ -	\$ 90.00	\$ 354.23	\$ 656.86	\$ 100.91	\$ 2,706.85
1/31/2028	\$ 703.38	\$ 802.34	\$ -	\$ 86.63	\$ 375.48	\$ 635.61	\$ 102.93	\$ 2,706.37
1/31/2029	\$ 732.09	\$ 773.32	\$ -	\$ 83.11	\$ 398.01	\$ 613.08	\$ 104.99	\$ 2,704.61
1/31/2030	\$ 760.80	\$ 743.12	\$ -	\$ 79.45	\$ 421.89	\$ 589.20	\$ 107.09	\$ 2,701.56
1/31/2031	\$ 789.51	\$ 707.94	\$ -	\$ 75.65	\$ 447.21	\$ 563.88	\$ 109.23	\$ 2,693.42
1/31/2032	\$ 832.57	\$ 671.42	\$ -	\$ 71.70	\$ 474.04	\$ 537.05	\$ 111.42	\$ 2,698.20
1/31/2033	\$ 861.28	\$ 632.92	\$ -	\$ 67.54	\$ 502.48	\$ 508.61	\$ 113.64	\$ 2,686.47
1/31/2034	\$ 904.35	\$ 593.08	\$ -	\$ 63.23	\$ 532.63	\$ 478.46	\$ 115.92	\$ 2,687.67
1/31/2035	\$ 947.41	\$ 551.26	\$ -	\$ 58.71	\$ 564.59	\$ 446.50	\$ 118.24	\$ 2,686.70
1/31/2036	\$ 990.47	\$ 507.44	\$ -	\$ 53.97	\$ 598.46	\$ 412.63	\$ 120.60	\$ 2,683.58
1/31/2037	\$ 1,033.54	\$ 461.63	\$ -	\$ 49.02	\$ 634.37	\$ 376.72	\$ 123.01	\$ 2,678.29
1/31/2038	\$ 1,090.96	\$ 413.83	\$ -	\$ 43.85	\$ 672.43	\$ 338.66	\$ 125.47	\$ 2,685.20
1/31/2039	\$ 1,134.02	\$ 363.37	\$ -	\$ 38.40	\$ 712.78	\$ 298.31	\$ 127.98	\$ 2,674.86
1/31/2040	\$ 1,191.44	\$ 310.92	\$ -	\$ 32.73	\$ 755.55	\$ 255.54	\$ 130.54	\$ 2,676.72
1/31/2041	\$ 1,248.86	\$ 254.33	\$ -	\$ 26.77	\$ 800.88	\$ 210.21	\$ 133.15	\$ 2,674.20
1/31/2042	\$ 1,306.28	\$ 195.01	\$ -	\$ 20.53	\$ 848.93	\$ 162.16	\$ 135.82	\$ 2,668.72
1/31/2043	\$ 1,363.70	\$ 132.96	\$ -	\$ 14.00	\$ 899.87	\$ 111.22	\$ 138.53	\$ 2,660.27
1/31/2044	\$ 1,435.47	\$ 68.18	\$ -	\$ 7.18	\$ 953.86	\$ 57.23	\$ 141.30	\$ 2,663.22
Total	\$ 21,517.68	\$ 15,740.73	\$ (1,236.25)	\$ 1,673.69	\$ 12,689.55	\$ 11,576.62	\$ 2,900.01	\$ 64,862.04

[a] Interest is calculated at a 4.62% rate.

[b] Interest is calculated at a 6.00% rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-4 – LOT TYPE 3 ANNUAL INSTALLMENTS

Installments Due	Lot Type 3 - Improvement Area #1 Bonds				Lot Type 3 - Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Installment
	Principal	Interest [a]	Capitalized Interest	Additional Interest Reserve	Principal	Interest [b]		
1/31/2019	\$ -	\$ 303.00	\$ (303.00)	\$ -	\$ -	\$ -	\$ 97.87	\$ 97.87
1/31/2020	\$ -	\$ 1,101.82	\$ (1,101.82)	\$ 122.26	\$ -	\$ -	\$ 99.83	\$ 222.09
1/31/2021	\$ 603.55	\$ 1,101.82	\$ -	\$ 122.26	\$ 283.77	\$ 865.20	\$ 101.83	\$ 3,078.43
1/31/2022	\$ 619.86	\$ 1,078.44	\$ -	\$ 119.24	\$ 300.80	\$ 848.17	\$ 103.86	\$ 3,070.37
1/31/2023	\$ 652.49	\$ 1,054.42	\$ -	\$ 116.14	\$ 318.84	\$ 830.12	\$ 105.94	\$ 3,077.95
1/31/2024	\$ 685.11	\$ 1,029.13	\$ -	\$ 112.88	\$ 337.97	\$ 810.99	\$ 108.06	\$ 3,084.15
1/31/2025	\$ 701.42	\$ 1,002.59	\$ -	\$ 109.45	\$ 358.25	\$ 790.71	\$ 110.22	\$ 3,072.65
1/31/2026	\$ 734.05	\$ 973.65	\$ -	\$ 105.95	\$ 379.75	\$ 769.22	\$ 112.43	\$ 3,075.04
1/31/2027	\$ 766.67	\$ 943.37	\$ -	\$ 102.28	\$ 402.53	\$ 746.43	\$ 114.67	\$ 3,075.96
1/31/2028	\$ 799.30	\$ 911.75	\$ -	\$ 98.44	\$ 426.69	\$ 722.28	\$ 116.97	\$ 3,075.42
1/31/2029	\$ 831.92	\$ 878.78	\$ -	\$ 94.45	\$ 452.29	\$ 696.68	\$ 119.31	\$ 3,073.42
1/31/2030	\$ 864.54	\$ 844.46	\$ -	\$ 90.29	\$ 479.42	\$ 669.54	\$ 121.69	\$ 3,069.95
1/31/2031	\$ 897.17	\$ 804.47	\$ -	\$ 85.97	\$ 508.19	\$ 640.78	\$ 124.13	\$ 3,060.70
1/31/2032	\$ 946.10	\$ 762.98	\$ -	\$ 81.48	\$ 538.68	\$ 610.29	\$ 126.61	\$ 3,066.14
1/31/2033	\$ 978.73	\$ 719.22	\$ -	\$ 76.75	\$ 571.00	\$ 577.97	\$ 129.14	\$ 3,052.81
1/31/2034	\$ 1,027.67	\$ 673.96	\$ -	\$ 71.86	\$ 605.26	\$ 543.71	\$ 131.72	\$ 3,054.17
1/31/2035	\$ 1,076.60	\$ 626.43	\$ -	\$ 66.72	\$ 641.58	\$ 507.39	\$ 134.36	\$ 3,053.07
1/31/2036	\$ 1,125.54	\$ 576.63	\$ -	\$ 61.33	\$ 680.07	\$ 468.89	\$ 137.05	\$ 3,049.52
1/31/2037	\$ 1,174.47	\$ 524.58	\$ -	\$ 55.71	\$ 720.88	\$ 428.09	\$ 139.79	\$ 3,043.51
1/31/2038	\$ 1,239.72	\$ 470.26	\$ -	\$ 49.83	\$ 764.13	\$ 384.84	\$ 142.58	\$ 3,051.36
1/31/2039	\$ 1,288.66	\$ 412.92	\$ -	\$ 43.63	\$ 809.98	\$ 338.99	\$ 145.43	\$ 3,039.62
1/31/2040	\$ 1,353.91	\$ 353.32	\$ -	\$ 37.19	\$ 858.57	\$ 290.39	\$ 148.34	\$ 3,041.73
1/31/2041	\$ 1,419.16	\$ 289.01	\$ -	\$ 30.42	\$ 910.09	\$ 238.88	\$ 151.31	\$ 3,038.87
1/31/2042	\$ 1,484.41	\$ 221.60	\$ -	\$ 23.33	\$ 964.69	\$ 184.27	\$ 154.34	\$ 3,032.63
1/31/2043	\$ 1,549.65	\$ 151.09	\$ -	\$ 15.90	\$ 1,022.58	\$ 126.39	\$ 157.42	\$ 3,023.04
1/31/2044	\$ 1,631.21	\$ 77.48	\$ -	\$ 8.16	\$ 1,083.93	\$ 65.04	\$ 160.57	\$ 3,026.39
Total	\$ 24,451.91	\$ 17,887.19	\$ (1,404.83)	\$ 1,901.92	\$ 14,419.94	\$ 13,155.26	\$ 3,295.47	\$ 73,706.86

[a] Interest is calculated at a 4.62% rate.

[b] Interest is calculated at a 6.00% rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-5 – LOT TYPE 4 ANNUAL INSTALLMENTS

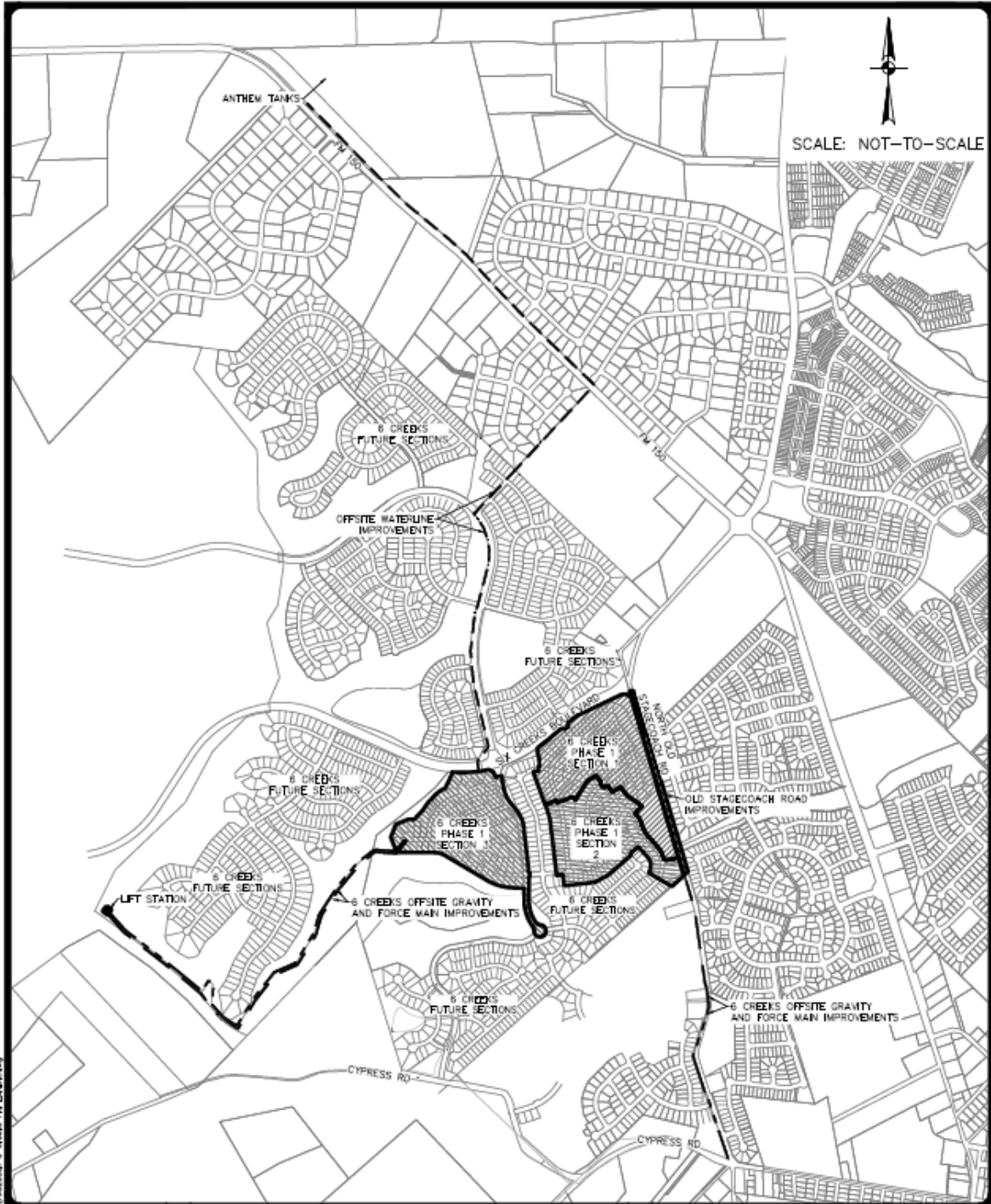
Installments Due	Lot Type 4 - Improvement Area #1 Bonds				Lot Type 4 - Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Installment
	Principal	Interest [a]	Capitalized Interest	Additional Interest Reserve	Principal	Interest [b]		
1/31/2019	\$ -	\$ 363.60	\$ (363.60)	\$ -	\$ -	\$ -	\$ 117.45	\$ 117.45
1/31/2020	\$ -	\$ 1,322.19	\$ (1,322.19)	\$ 146.71	\$ -	\$ -	\$ 119.80	\$ 266.51
1/31/2021	\$ 724.26	\$ 1,322.19	\$ -	\$ 146.71	\$ 340.52	\$ 1,038.24	\$ 122.19	\$ 3,694.11
1/31/2022	\$ 743.83	\$ 1,294.12	\$ -	\$ 143.09	\$ 360.96	\$ 1,017.80	\$ 124.64	\$ 3,684.44
1/31/2023	\$ 782.98	\$ 1,265.30	\$ -	\$ 139.37	\$ 382.61	\$ 996.15	\$ 127.13	\$ 3,693.54
1/31/2024	\$ 822.13	\$ 1,234.96	\$ -	\$ 135.46	\$ 405.57	\$ 973.19	\$ 129.67	\$ 3,700.98
1/31/2025	\$ 841.71	\$ 1,203.10	\$ -	\$ 131.35	\$ 429.90	\$ 948.86	\$ 132.26	\$ 3,687.18
1/31/2026	\$ 880.86	\$ 1,168.38	\$ -	\$ 127.14	\$ 455.70	\$ 923.06	\$ 134.91	\$ 3,690.05
1/31/2027	\$ 920.01	\$ 1,132.05	\$ -	\$ 122.73	\$ 483.04	\$ 895.72	\$ 137.61	\$ 3,691.15
1/31/2028	\$ 959.15	\$ 1,094.10	\$ -	\$ 118.13	\$ 512.02	\$ 866.74	\$ 140.36	\$ 3,690.50
1/31/2029	\$ 998.30	\$ 1,054.53	\$ -	\$ 113.34	\$ 542.74	\$ 836.02	\$ 143.17	\$ 3,688.10
1/31/2030	\$ 1,037.45	\$ 1,013.35	\$ -	\$ 108.35	\$ 575.31	\$ 803.45	\$ 146.03	\$ 3,683.94
1/31/2031	\$ 1,076.60	\$ 965.37	\$ -	\$ 103.16	\$ 609.83	\$ 768.93	\$ 148.95	\$ 3,672.84
1/31/2032	\$ 1,135.33	\$ 915.58	\$ -	\$ 97.78	\$ 646.42	\$ 732.34	\$ 151.93	\$ 3,679.37
1/31/2033	\$ 1,174.47	\$ 863.07	\$ -	\$ 92.10	\$ 685.20	\$ 693.56	\$ 154.97	\$ 3,663.37
1/31/2034	\$ 1,233.20	\$ 808.75	\$ -	\$ 86.23	\$ 726.31	\$ 652.45	\$ 158.07	\$ 3,665.00
1/31/2035	\$ 1,291.92	\$ 751.71	\$ -	\$ 80.06	\$ 769.89	\$ 608.87	\$ 161.23	\$ 3,663.69
1/31/2036	\$ 1,350.65	\$ 691.96	\$ -	\$ 73.60	\$ 816.09	\$ 562.67	\$ 164.45	\$ 3,659.42
1/31/2037	\$ 1,409.37	\$ 629.49	\$ -	\$ 66.85	\$ 865.05	\$ 513.71	\$ 167.74	\$ 3,652.21
1/31/2038	\$ 1,487.67	\$ 564.31	\$ -	\$ 59.80	\$ 916.95	\$ 461.81	\$ 171.10	\$ 3,661.64
1/31/2039	\$ 1,546.39	\$ 495.51	\$ -	\$ 52.36	\$ 971.97	\$ 406.79	\$ 174.52	\$ 3,647.54
1/31/2040	\$ 1,624.69	\$ 423.99	\$ -	\$ 44.63	\$ 1,030.29	\$ 348.47	\$ 178.01	\$ 3,650.08
1/31/2041	\$ 1,702.99	\$ 346.81	\$ -	\$ 36.51	\$ 1,092.11	\$ 286.65	\$ 181.57	\$ 3,646.64
1/31/2042	\$ 1,781.29	\$ 265.92	\$ -	\$ 27.99	\$ 1,157.63	\$ 221.13	\$ 185.20	\$ 3,639.16
1/31/2043	\$ 1,859.59	\$ 181.31	\$ -	\$ 19.09	\$ 1,227.09	\$ 151.67	\$ 188.91	\$ 3,627.65
1/31/2044	\$ 1,957.46	\$ 92.98	\$ -	\$ 9.79	\$ 1,300.72	\$ 78.04	\$ 192.69	\$ 3,631.67
Total	\$ 29,342.29	\$ 21,464.63	\$ (1,685.79)	\$ 2,282.30	\$ 17,303.93	\$ 15,786.31	\$ 3,954.56	\$ 88,448.23

[a] Interest is calculated at a 4.62% rate.

[b] Interest is calculated at a 6.00% rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H – MAP OF AUTHORIZED IMPROVEMENTS



JOB NO. 8141-08
 DATE APRIL 2019
 DESIGNER MS
 CHECKED DRAWN AC
 SHEET 1 of 1

6 CREEKS
 HAYS COUNTY, TEXAS
 6 CREEKS PID

PAPE-DAWSON ENGINEERS
 SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 410 | SAN ANTONIO, TX 78219 | 214.375.8900
 TEPIC PERM REGISTRATION# 4473 | TEPIC PERM REGISTRATION# 41028900

THIS DOCUMENT HAS BEEN PRODUCED FROM ORIGINAL, BUT HAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INDENTIFIED ALREADY. ONLY ONE OF PRINT/HARD COPY ORIGINALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT I – NOTICE OF ASSESSMENT TERMINATION



P3Works, LLC
350 Rufe Snow Drive, Suite 200
Keller, TX 76248

[Date]
Hays County Clerk's Office
Honorable [County Clerk Name]
Hays Government Center
712 S. Stagecoach Trail
San Marcos, TX 78666

Re: City of Kyle Lien Release documents for filing

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

Enclosed is a lien release that the City of Kyle 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 Kyle
Attn: [City Secretary]
100 W. Center Street
Kyle, TX 78640

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

Sincerely,
[Signature]

Jon Snyder
P: (512)568-5432
jon@p3-works.com

WHEREAS, on or about _____, the City Council, approved Ordinance No. _____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within Improvement Area #_ of the 6 Creeks Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of \$ _____ (hereinafter referred to as the "Lien Amount") for the following property:

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

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

RELEASE

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

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

CITY OF KYLE, TEXAS,

A Texas home rule municipality,

By: _____

[Manager Name], City Manager

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §

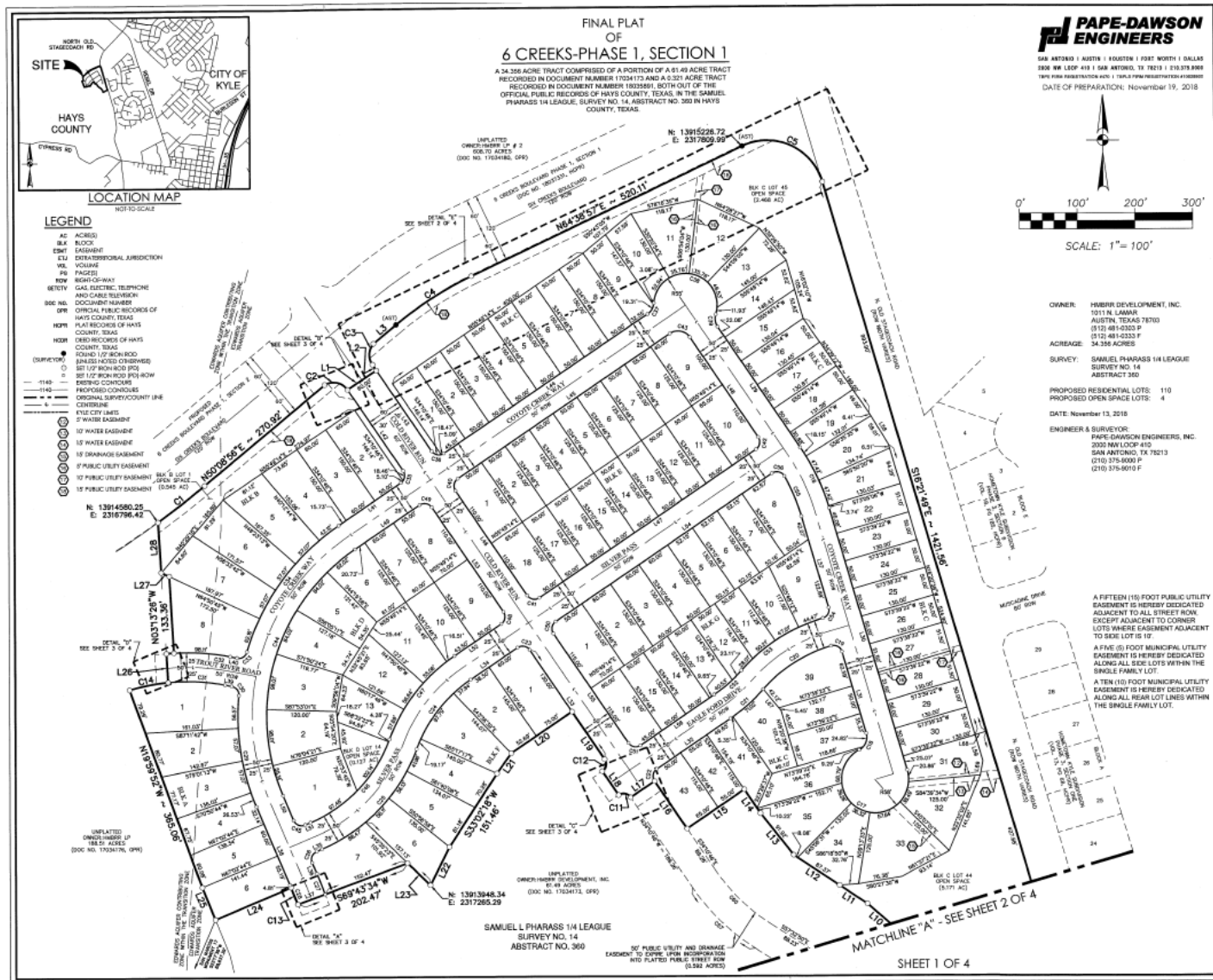
§

COUNTY OF HAYS §

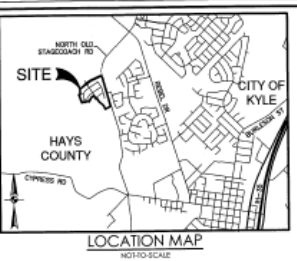
This instrument was acknowledged before me on the ____ day of _____, 20__, by [Manager Name], City Manager for the City of Kyle, Texas, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT J – FINAL PLAT OF 6 CREEKS – PHASE 1 SECTION 1



6 CREEKS-PHASE 1, SECTION 1
Civil Job No. 8141-08; Survey Job No. 8141-08



A FIFTEEN (15) FOOT PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET FRONT EXCEPT ADJACENT TO CORNER LOTS WHERE EASEMENT ADJACENT TO SIDE LOT IS 10'.

LEGEND

AC ACCESS
BLK BLOCK
ESMT EASEMENT
EIR ENVIRONMENTAL JURISDICTION
VOL VOLUME
R/W RIGHT-OF-WAY
SVC GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
SEC NO. DOCUMENT NUMBER
ORCA ORIGINAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
FORM PLAT RECORDS OF HAYS COUNTY, TEXAS
HORIZ. HORIZONAL RECORDS OF HAYS COUNTY, TEXAS
CURVE/PT. ROUND 1/2" IRON ROD (JANES-HOBBES CHAINWIRE) SET 1/2" IRON ROD (P.C.)

10' WATER EASEMENT
10' WATER EASEMENT
10' DRAINAGE EASEMENT
10' PUBLIC UTILITY EASEMENT
10' PUBLIC UTILITY EASEMENT
10' PUBLIC UTILITY EASEMENT

1/4"=140'
1/4"=140'
1/4"=140'
1/4"=140'
1/4"=140'

KYLE CITY LIMITS

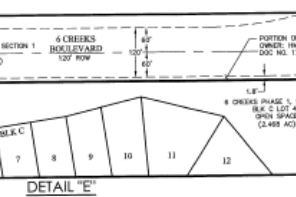
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	N89°37'21"E	80.81	L43	N41°11'44"E	170.89
L2	N34°57'43"E	118.61	L44	N34°57'42"E	170.89
L3	N59°04'36"E	95.87	L45	N59°04'36"E	427.64
L4	N14°48'58"E	556.73	L46	N34°10'40"W	228.07
L5	S73°11'07"W	43.78	L47	S58°18'14"W	455.02
L6	S87°48'28"W	84.02	L48	S34°10'40"W	228.07
L7	N47°34'57"W	162.27	L49	S34°10'40"W	210.07
L8	N20°22'27"W	68.88	L50	S60°54'14"E	138.78
L9	N46°07'21"E	120.39	L51	N20°27'47"W	45.57
L10	N49°21'47"W	64.28	L52	S67°02'44"W	9.99
L11	N69°31'41"W	97.47	L53	S59°01'14"W	86.57
L12	S64°17'39"W	85.42	L54	S34°10'40"W	228.07
L13	N39°57'45"W	81.82	L55	N55°48'14"E	434.62
L14	N34°10'40"W	50.07	L56	N34°10'40"W	238.07
L15	S52°49'14"W	120.07	L57	S52°49'14"W	154.85
L16	N34°10'40"W	100.07	L58	S12°32'37"E	194.87
L17	S59°45'14"W	50.07	L59	N10°10'27"W	64.42
L18	N34°10'40"W	50.07	L60	N10°20'38"W	47.85
L19	N34°10'40"W	100.07	L61	S58°48'38"W	15.52
L20	S59°45'14"W	127.87	L62	N34°10'40"W	53.53
L21	S39°10'32"W	42.81	L63	S26°48'37"E	151.11
L22	S24°47'21"W	74.14	L64	S39°17'22"E	58.52
L23	N49°21'47"W	55.37	L65	S20°16'29"E	20.07
L24	S12°32'37"E	143.28	L66	N66°14'34"E	50.89
L25	N29°28'38"E	45.07	L67	S30°01'30"W	20.82
L26	N23°23'28"E	50.07	L68	N39°57'45"W	47.85
L27	N64°56'45"W	16.48	L69	S73°39'22"W	20.32
L28	N33°23'28"E	87.67	L70	N69°52'30"E	24.91
L29	S24°10'40"E	203.94	L71	S39°17'42"E	35.72
L30	S59°23'59"E	474.32	L72	S71°41'41"E	34.84
L31	N46°07'21"E	141.23	L73	S20°44'14"W	33.52
L32	S26°07'14"E	104.89	L74	S24°10'40"E	50.07
L33	N34°10'40"W	238.07	L75	S59°45'14"W	20.07
L34	S25°49'14"W	95.87	L76	N34°10'40"W	20.07
L35	S17°02'44"E	8.99	L77	S58°48'14"E	60.87
L36	S23°17'41"E	35.47	L78	N34°10'40"W	20.07
L37	S84°14'34"E	35.07	L79	N69°45'14"E	20.07
L38	N27°10'14"E	147.32	L80	N20°27'47"W	30.87
L39	N31°17'27"E	11.82	L81	N69°38'22"E	20.07
L40	S79°01'17"E	11.82	L82	S14°48'38"E	32.58
L41	N58°48'14"E	130.72			

CURVE TABLE

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	150.07	92°54'47"	N52°02'27"E	102.89	108.87
C2	35.07	98°48'54"	S77°30'40"E	40.47	44.28
C3	30.07	97°29'24"	N50°10'47"E	38.31	39.87
C4	615.07	91°38'30"	N57°32'57"E	184.23	155.67
C5	100.97	98°51'14"	S95°30'26"E	154.07	172.77
C6	575.07	91°29'19"	S78°38'12"W	50.87	56.79
C7	15.07	98°51'58"	N54°23'7"W	20.07	21.97
C8	385.07	92°02'07"	N29°38'38"W	174.42	176.34
C9	275.07	92°04'41"	N29°54'47"W	193.17	200.89
C10	335.07	92°45'10"	N25°32'52"E	137.36	138.42
C11	15.07	98°07'07"	N78°12'46"W	21.21	23.87
C12	15.07	98°07'07"	N12°49'14"E	21.21	23.87
C13	775.07	92°01'30"	N57°49'17"W	31.45	31.47
C14	355.07	91°11'39"	N27°28'11"W	141.52	148.23
C15	495.07	90°13'37"	N28°10'42"E	13.21	13.21
C16	335.07	91°75'08"	S29°04'40"E	195.27	198.73
C17	58.07	98°07'07"	N67°10'12"W	80.07	81.30
C18	20.07	97°18'52"	N22°44'14"E	31.52	24.11
C19	15.07	98°07'07"	N61°31'56"W	21.21	23.87
C20	255.07	93°24'22"	S57°28'16"W	126.67	141.42
C21	30.07	91°42'19"	S69°10'14"W	28.17	30.37
C22	15.07	98°07'07"	S12°49'14"W	21.21	23.87
C23	15.07	98°07'07"	N78°12'46"W	21.21	23.87
C24	20.07	92°50'50"	S38°04'58"W	152.44	164.97
C25	30.07	98°43'45"	S47°45'14"W	23.84	244.67
C26	11.67	98°07'07"	S27°02'44"W	21.21	23.87
C27	825.07	92°02'49"	S27°38'17"E	34.58	38.47
C28	775.07	92°02'49"	N27°38'17"E	34.58	38.47
C29	485.07	92°02'49"	N28°14'47"E	192.24	197.24
C30	15.07	98°43'45"	N38°56'17"W	20.18	22.17
C31	385.07	91°16'22"	N27°10'12"W	80.07	81.30

CURVE TABLE

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C32	485.07	91°04'47"	S67°08'27"E	110.89	115.32
C33	15.07	98°43'45"	N57°30'59"E	20.18	22.17
C34	485.07	91°04'47"	N38°10'25"E	270.97	279.47
C35	15.07	98°07'07"	N12°49'14"E	21.21	23.87
C36	15.07	98°07'07"	S78°10'46"E	21.21	23.87
C37	23.07	98°11'04"	N39°58'47"E	21.21	23.87
C38	84.07	94°23'08"	S73°04'07"E	198.32	184.82
C39	25.07	99°13'04"	S69°11'37"E	21.07	22.84
C40	13.07	98°05'07"	N12°49'14"E	21.21	23.87
C41	15.07	98°05'07"	N78°12'46"W	21.21	23.87
C42	15.07	98°05'07"	S12°49'14"E	21.21	23.87
C43	25.07	98°05'07"	S78°10'46"E	21.21	23.87
C44	25.07	91°04'47"	N12°49'14"E	21.21	23.87
C45	15.07	98°07'07"	N67°10'12"W	21.21	23.87
C46	25.07	94°04'47"	S47°45'14"W	168.20	203.89
C47	30.07	93°02'30"	S38°04'58"W	192.87	195.89
C48	15.07	98°07'07"	S12°49'14"E	21.21	23.87
C49	15.07	98°07'07"	S78°10'46"E	21.21	23.87
C50	15.07	98°07'07"	N12°49'14"E	21.21	23.87
C51	13.07	98°05'07"	N12°49'14"E	21.21	23.87
C52	255.07	91°42'19"	S69°10'14"W	63.47	63.84
C53	385.07	93°24'22"	S57°28'16"W	143.42	148.70
C54	15.07	98°07'07"	S27°38'17"E	21.21	23.87
C55	35.07	91°42'19"	S69°10'14"E	28.17	30.37
C56	15.07	98°07'07"	S12°49'14"E	21.21	23.87
C57	15.07	98°07'07"	S78°10'46"E	21.21	23.87
C58	275.07	92°02'49"	N27°38'17"E	81.97	87.42
C59	355.07	91°16'22"	N27°10'12"W	102.89	103.32
C60	325.07	92°02'49"	S49°51'40"E	119.69	120.82
C61	15.07	98°43'45"	S28°14'47"E	21.21	23.87



LOT SUMMARY

LOT	BLK	LOT WIDTH	LOT AREA
1	A	35.07	7438 SF
2	A	60.07	10232 SF
3	A	60.07	9287 SF
4	A	60.07	8848 SF
5	A	60.07	8350 SF
6	A	60.07	7911 SF
7	B	76.07	22745 SF
8	B	60.07	8660 SF
9	B	60.07	8030 SF
10	B	60.04	8930 SF
11	B	60.08	10883 SF
12	B	60.12	11841 SF
13	B	76.07	22528 SF
14	C	50.07	7494 SF
15	C	50.07	7560 SF
16	C	50.07	7650 SF
17	C	50.07	7990 SF
18	C	50.07	7940 SF
19	C	50.07	7903 SF
20	C	50.07	7972 SF
21	C	50.07	8055 SF

LOT SUMMARY

LOT	BLK	LOT WIDTH	LOT AREA
22	C	50.07	7598 SF
23	C	50.07	7688 SF
24	C	50.07	7778 SF
25	C	50.07	7868 SF
26	C	50.07	7958 SF
27	C	50.07	8048 SF
28	C	50.07	8138 SF
29	C	50.07	8228 SF
30	C	50.07	8318 SF
31	C	50.07	8408 SF
32	C	50.07	8498 SF
33	C	50.07	8588 SF
34	C	50.07	8678 SF
35	C	50.07	8768 SF
36	C	50.07	8858 SF
37	C	50.07	8948 SF
38	C	50.07	9038 SF
39	C	50.07	9128 SF
40	C	50.07	9218 SF
41	C	50.07	9308 SF
42	C	50.07	9398 SF
43	C	50.07	9488 SF
44	C	50.07	9578 SF
45	C	50.07	9668 SF
46	C	50.07	9758 SF
47	C	50.07	9848 SF
48	C	50.07	9938 SF
49	C	50.07	10028 SF
50	C	50.07	10118 SF
51	C	50.07	10208 SF
52	C	50.07	10298 SF
53	C	50.07	10388 SF
54	C	50.07	10478 SF
55	C	50.07	10568 SF
56	C	50.07	10658 SF
57	C	50.07	10748 SF
58	C	50.07	10838 SF
59	C	50.07	10928 SF
60	C	50.07	11018 SF
61	C	50.07	11108 SF
62	C	50.07	11198 SF
63	C	50.07	11288 SF
64	C	50.07	11378 SF
65	C	50.07	11468 SF
66	C	50.07	11558 SF
67	C	50.07	11648 SF
68	C	50.07	11738 SF
69	C	50.07	11828 SF
70	C	50.07	11918 SF
71	C	50.07	12008 SF
72	C	50.07	12098 SF
73	C	50.07	12188 SF
74	C	50.07	12278 SF
75	C	50.07	12368 SF
76	C	50.07	12458 SF
77	C	50.07	12548 SF
78	C	50.07	12638 SF
79	C	50.07	12728 SF
80	C	50.07	12818 SF
81	C	50.07	12908 SF
82	C	50.07	12998 SF
83	C	50.07	13088 SF
84	C	50.07	13178 SF
85	C	50.07	13268 SF
86	C	50.07	13358 SF
87	C	50.07	13448 SF
88	C	50.07	13538 SF
89	C	50.07	13628 SF
90	C	50.07	13718 SF
91	C	50.07	13808 SF
92	C	50.07	13898 SF
93	C	50.07	13988 SF
94	C	50.07	14078 SF
95	C	50.07	14168 SF
96	C	50.07	14258 SF
97	C	50.07	14348 SF
98	C	50.07	14438 SF
99	C	50.07	14528 SF
100	C	50.07	14618 SF
101	C	50.07	14708 SF
102	C	50.07	14798 SF
103	C	50.07	14888 SF
104	C	50.07	14978 SF
105	C	50.07	15068 SF
106	C	50.07	15158 SF
107	C	50.07	15248 SF
108	C	50.07	15338 SF
109	C	50.07	15428 SF
110	C	50.07	15518 SF
111	C	50.07	15608 SF
112	C	50.07	15698 SF
113	C	50.07	15788 SF

FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 1

A 34.398 ACRE TRACT COMPRISED OF A PORTION OF A 61.49 ACRE TRACT RECORDED IN DOCUMENT NUMBER 17034173 AND A 0.321 ACRE TRACT RECORDED IN DOCUMENT NUMBER 18036891, BOTH OUT OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL PHARRAS 1/4 LEAGUE, SURVEY NO. 14, ABSTRACT NO. 360 IN HAYS COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS
5001 ARTISTE | AUSTIN | TEXAS | 78751 | 5027 NORTH | DALLAS
2800 NW LOOP 410 | SAN ANTONIO, TX 78213 | 512.325.6600
TELEPHONE REGISTRATION NO. 1 | TPLS FIRM REGISTRATION #1002890
DATE OF PREPARATION: November 20, 2018

THE STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT HMBRR DEVELOPMENT, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 1011 N. LAMAR, AUSTIN, TEXAS, AS CONVEYED TO IT BY DEED DATED SEPTEMBER 20, 2017, RECORDED IN DOCUMENT 17034173, AND BY DEED DATED OCTOBER 9, 2018, RECORDED IN DOCUMENT 18036891, BOTH OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 34.398 ACRES OF LAND OUT OF THE SAMUEL PHARRAS 1/4 LEAGUE, SURVEY NO. 14, ABSTRACT NO. 360, TO BE KNOWN AS:

6 CREEKS-PHASE 1, SECTION 1

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

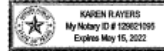

HMBRR DEVELOPMENT, INC.
BY BLAKE MAGEE
PRESIDENT
1011 N. LAMAR
AUSTIN, TEXAS 78703

THE STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Blake Magee KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE/SHE ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN SET OUT, AND AS THE ACT AND DEED OF SAID CORPORATION, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF November 20, 2018, A.D. 2018.


NOTARY PUBLIC, STATE OF TEXAS

PRINTED NOTARY'S NAME
MY COMMISSION EXPIRES: 5-15-22



THE STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.


DAVID CASANOVA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4251
STATE OF TEXAS
PAPE-DAWSON ENGINEERS, INC.
TPEL, FIRM REGISTRATION NO. 470
TPEL'S FIRM REGISTRATION NO. 10028900
2000 NW LOOP 410
SAN ANTONIO, TX 78213



11-20-2018
DATE

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.


SHAUNA L. WEAVER
REGISTERED PROFESSIONAL ENGINEER NO. 89512
PAPE-DAWSON ENGINEERS, INC.
TPEL, FIRM REGISTRATION NO. 470
TPEL'S FIRM REGISTRATION NO. 10028900
2000 NW LOOP 410
SAN ANTONIO, TX 78213



11-21-18
DATE

REVIEWED BY:

LEON BAHR
CITY ENGINEER

11/29/18

DIRECTOR OF TRANSPORTATION
COUNTY OF HAYS

REVIEWED BY:



STEVEN WOLF
DIRECTOR OF PUBLIC WORKS

12-5-18

THE STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT CLARE L. BRANSON, CONSTRUCTION LENDING OFFICER, OF AMERICAN BANK, N.A., THE LIEN HOLDER OF THE TRACTS OF LAND SHOWN HEREON AND DESCRIBED IN RECORDED DOCUMENT NUMBER 17034173 AND RECORDED DOCUMENT NUMBER 17034176, AND RECORDED DOCUMENT 17034184, ALL OUT OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACTS OF LAND AS SHOWN HEREON, DOES FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND TO THE DEDICATION TO THE PUBLIC THE USE OF THE STREETS, PUBLIC TRAILS, AND EASEMENTS SHOWN HEREON.


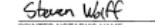
TO CERTIFY WHICH, WITNESS BY MY HAND THIS 26 DAY OF November, A.D. 20 18


CLARE L. BRANSON
AMERICAN BANK, N.A.
CONSTRUCTION LENDING OFFICER
3320 BEE CAVES ROAD, SUITE 200
AUSTIN, TX 78746

THE STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CLARE L. BRANSON, CHIEF ACCOUNTING OFFICER, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 26 DAY OF November 20 18

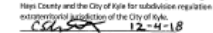

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NOTARY'S NAME



NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM, DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.


CARYN STRICKLAND
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

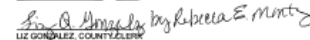

CARYN STRICKLAND, Hays County Director
Hays County Development Services

I, the undersigned, Interim Director of Development and Community Services, hereby certify that this subdivision plat conforms to all Hays County Requirements as stated in the Interlocal Cooperation Agreement between Hays County and the City of Kyle for subdivision regulation within the extrajurisdiction of the City of Kyle.

CARYN STRICKLAND, Interim Director
Hays County Development Services

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, LIZ GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THIS DAY OF November, 20 18, A.D. AT 9:01 O'CLOCK P. M. AND DUPLY RECORDED ON THE 26 DAY OF November, 20 18, A.D. AT 9:05 O'CLOCK P. M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK # 18042614


WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE 26 DAY OF November, 20 18, A.D.


LIZ GONZALEZ, COUNTY CLERK
HAYS COUNTY, TEXAS



THIS FINAL PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KYLE, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS December 4 DAY OF 2018, A.D. 20 18


STEVEN WOLF
SHEET 4 OF 4

6 CREEKS-PHASE 1, SECTION 1
Civil Job No. 8141-08; Survey Job No. 8141-08