

Exhibit "B"  
Whisper Valley PID Agreement and  
Indian Hills PID Agreement

Creation; Assessment Plan

- Allow for the creation of one or more Public Improvement District covering the Projects.
- After creation of the Public Improvement District, it is intended that the City will adopt a Service and Assessment Plan (herein so called) that has been mutually agreed upon by the City and Developer. The Service and Assessment Plan can be amended from time to time at Developer's request and with the City's approval. The Service and Assessment Plan is intended to provide for the construction and acquisition of certain Public Improvements (defined below) within the Public Improvement District, payable from assessments levied against the Projects. A list of Public Improvements (herein so called) eligible to be reimbursed through the PID shall include, but not be limited to on or off-site: roads, wastewater and water infrastructure, detention ponds, landscaping, dedicated land and improvements within parks/open space areas (e.g. amenity centers).
- The City intends to (i) levy assessments on all benefited property located within the Public Improvement District and (ii) issue, in one or more series, assessment bonds for construction and acquisition of the Public Improvements.
- The Special Assessment amount on each parcel will be established in a manner that equitably distributes the cost of the Public Improvements based on the benefit received by each parcel. The annual assessment installment will not exceed 125% of any parcel's anticipated buildout value times the City's tax rate in the fiscal year the assessment is determined ("Maximum Annual Assessment"). For example, if a parcel is expected to have a single family house with a \$250,000 value built upon it, and the City's tax rate is \$0.4042, the Maximum Annual Assessment for the parcel would be \$1,254 ( $125\% \times \$250,000 \times \$0.4042/100 = \$1,254$ ). Prior to adopting assessment amounts on any parcel, Developer will provide a market study acceptable to the City that validates the projected buildout values for each parcel.
  - It is anticipated that some Public Improvements will benefit only a portion of the WV Project while other Public Improvements may benefit the entire WV Project. Parcels will be assessed to make sure that the assessment on that particular parcel bears a direct proportional relation to the benefit to that parcel. The assessment on a given parcel may include components of both local and regional infrastructure. It is also possible that the assessment on a given parcel may be layered such that the assessment on a parcel may be increased by subsequent bond issues, as long as the Maximum Annual Assessment is not exceeded. A market study

acceptable to the City will be provided to verify pricing and absorption assumptions prior to the levy of assessments.

- In addition to the Special Assessments, it is contemplated that either a Homeowner's Association ("HOA") or a PID Maintenance and Operation Assessment (the "**M&O Assessment**") will be established and used to provide public services, including but not limited to maintaining public areas (e.g. parks and open space). If the M&O Assessment is utilized, the M&O Assessment for each lot/parcel should not exceed a benchmark to be agreed upon by the Parties (for example, a typical HOA annual fee for a development similar in size and nature to that of Whisper Valley).

### Bond Issuance

- The WV PID Agreement and the IH PID Agreement (collectively, the "**Agreement**") will address what will happen if the City does not issue bonds after a Request (defined below) has been made by Developer.
- The Agreement will provide that the City will construct or acquire the Public Improvements by issuing bonds in one or more series. The City will use its best efforts to sell bonds as requested by the Developer, provided that the Developer can demonstrate there is sufficient security for the bonds to the City and its financial advisor. In connection, the Developer will provide a market study acceptable to the City for the area to be assessed.

As stated above, the total original aggregate principal amount of bonds issued may not exceed the amount of bonds supported by the Maximum Annual Assessment or the amount needed to fund (i) actual hard and soft costs to construct the Public Improvements, (ii) any required reserves and up to 3 years of capitalized interest during construction, and (iii) any administrative, organizational, and expenses associated with the WV PID or IH PID (collectively, the "**Project Costs**").

- Ongoing costs for the administration of the Public Improvement District and collection of the Special Assessments and M&O Assessments will be provided for in the Service and Assessment Plan and should be paid from the Special Assessments and the M&O Assessments, respectively.

### Approval of Plans and Specifications; Conveyance of Public Improvements

- It is intended that the Agreement will allow the City and Developer to enter into installment purchase and/or reimbursement contracts to allow the City to pay Developer (or an applicable third party) for the cost of a particular Public Improvement as work is performed.
- Upon completion of construction of a particular Public Improvement as determined by the City, Developer will convey the applicable Public Improvement to the City or other public entity as directed by the City by deed, bill of sale, or other appropriate

instrument and such improvement(s) will become the property of the City and the City will be responsible for the operation and maintenance of such improvements.

#### Public Improvement Fund; Release of Bond Proceeds

- The Agreement will provide for the City's establishment and maintenance of a Public Improvement Fund (herein so called) for the Public Improvement District as a separate fund to be held by a Trustee (herein so called). The City will deposit the proceeds of the bonds into the Public Improvement Fund, which amounts will be used to pay for the Project Costs, as such Project Costs are incurred.
- Developer will request proceeds within the Public Improvement Fund be distributed to Developer by delivering to the City a signed Payment Request (the form of such request will be attached as an exhibit to the Agreement).
- If the City determines the applicable Public Improvements covered by the Payment Request were built in accordance with the terms and conditions set forth in the agreement and any other applicable standards, the City shall direct the Trustee to pay the Developer from the Public Improvement Fund the amount stated in Payment Request. The Parties will agree on the timing of and other terms of payment.
- If funds are not available within the Public Improvement Fund (e.g. bonds have not been issued or the Project Costs exceed the balance of the Public Improvement Fund), but Developer desires to commence and/or continue construction of certain Public Improvements, it is intended that Developer construct said Public Improvements and thereafter dedicate the Public Improvements to the City. The City and Developer intend to negotiate the terms an Acquisition Agreement to provide for the City's payment of such Public Improvements after bond proceeds in an amount sufficient to cover the actual costs of the Public Improvements become available in the Public Improvement Fund.

#### Landowner Agreement

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

political subdivision.

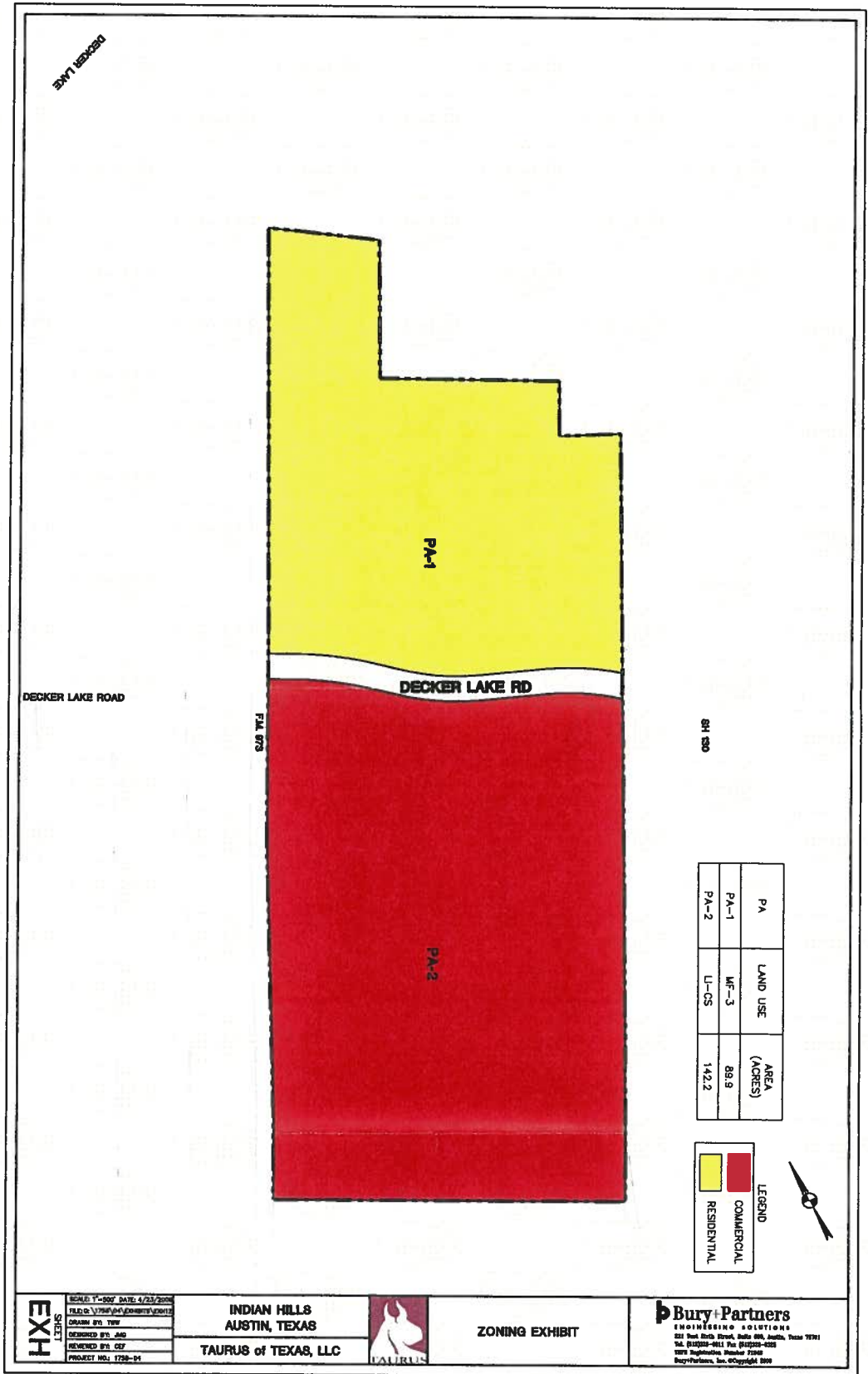
### Project Management

The Developer (or Developer's authorized agent) shall act as the Project Manager and shall be responsible for the supervision of the acquisition, design, construction, assembly, installation and implementation of the project or phases thereof in accordance with the Agreement and the Whisper Valley PUD.

### Miscellaneous

- If there are funds in the Public Improvement Fund sufficient both to pay for completion of a Public Improvements project and to meet all other obligations of the Public Improvement Fund, it is intended that Developer not be required to post fiscal security for the Public Improvements.
- For purposes herein, a "Request" shall mean a written request made by Developer to the City Manager and City's Chief Financial Officer in good faith as evidenced by the Developer's expenditure of necessary amounts for market studies, financial analysis, legal counsel, and other professional services and due diligence necessary to support the request to the full degree that the City Council may act on it and issue PID bonds.

# EXHIBIT C-1



30471 1804200

DECKER LAKE ROAD

DECKER LAKE RD

FILE 073

SH 130

PA-1

PA-2

| PA   | LAND USE | AREA (ACRES) |
|------|----------|--------------|
| PA-1 | MF-3     | 89.9         |
| PA-2 | U-CS     | 142.2        |

**LEGEND**

|  |             |
|--|-------------|
|  | RESIDENTIAL |
|  | COMMERCIAL  |



**EXH**  
SHEET

SCALE: 1"=500' DATE: 4/23/2010  
 FILE NO: 1758-04 ZONING EXHIBIT  
 DRAWN BY: TMM  
 CHECKED BY: JAC  
 REVISION BY: GZF  
 PROJECT NO.: 1758-04

INDIAN HILLS  
AUSTIN, TEXAS

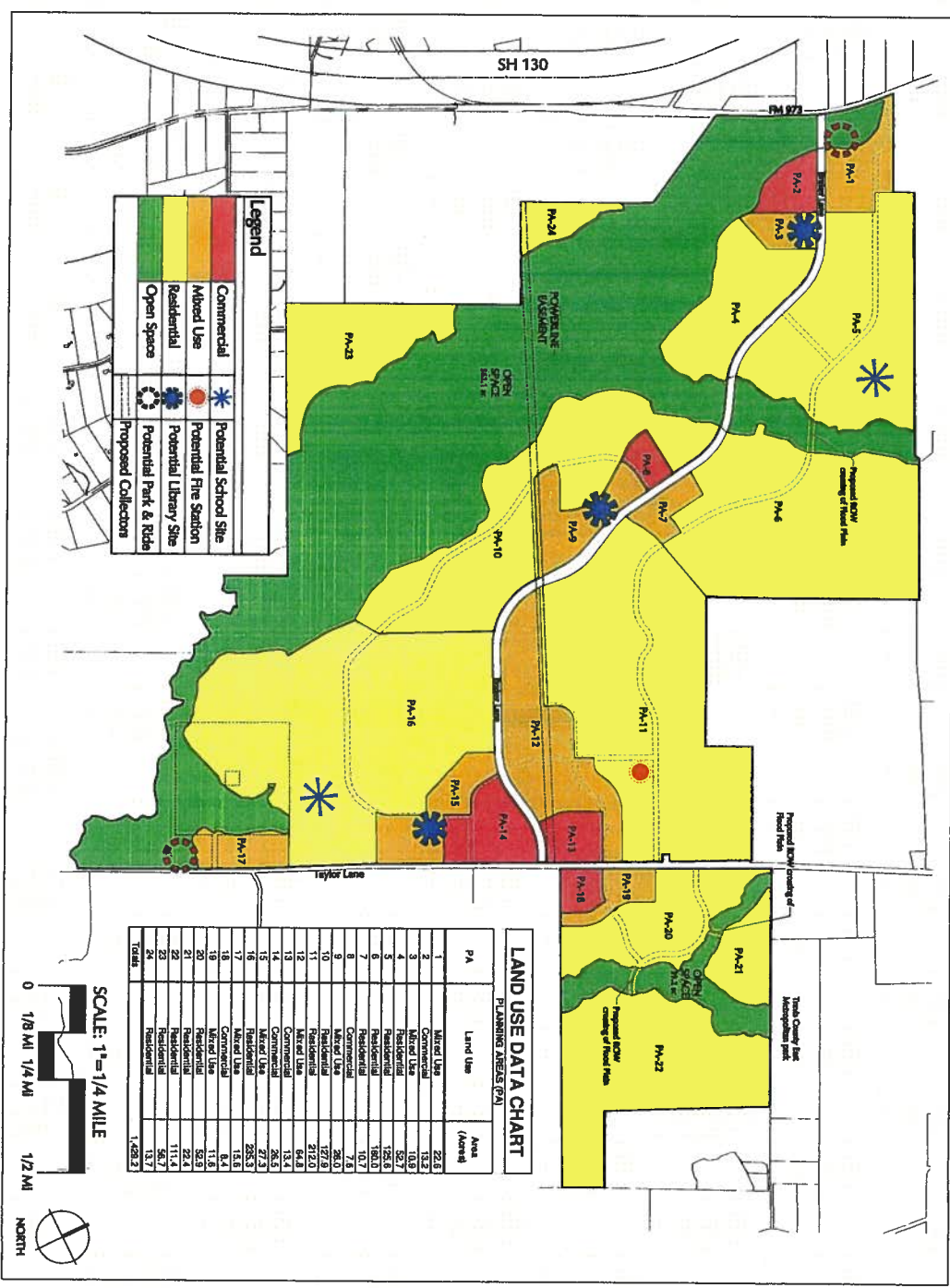
TAURUS of TEXAS, LLC



ZONING EXHIBIT

**Bury+Partners**  
ENGINEERING SOLUTIONS

222 West 20th Street, Suite 200, Austin, Texas 78761  
 Tel: (512) 222-9611 Fax: (512) 222-4222  
 100% Registered Professional Engineer  
 Bury+Partners, Inc. ©Copyright 2010

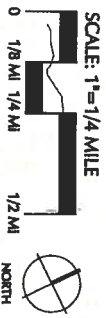


**Legend**

|  |             |  |                        |
|--|-------------|--|------------------------|
|  | Commercial  |  | Potential School Site  |
|  | Mixed Uses  |  | Potential Fire Station |
|  | Residential |  | Potential Library Site |
|  | Open Space  |  | Potential Park & Ride  |
|  |             |  | Proposed Collectors    |

**LAND USE DATA CHART**

| PA    | Land Use    | Area (Acres) |
|-------|-------------|--------------|
| 1     | Mixed Uses  | 22.6         |
| 2     | Commercial  | 13.2         |
| 3     | Mixed Uses  | 10.9         |
| 4     | Residential | 125.6        |
| 5     | Residential | 180.0        |
| 6     | Residential | 10.7         |
| 7     | Commercial  | 7.6          |
| 8     | Mixed Uses  | 28.0         |
| 9     | Residential | 27.2         |
| 10    | Residential | 64.8         |
| 11    | Mixed Uses  | 13.4         |
| 12    | Commercial  | 28.5         |
| 13    | Mixed Uses  | 27.3         |
| 14    | Mixed Uses  | 255.3        |
| 15    | Mixed Uses  | 8.4          |
| 16    | Commercial  | 11.6         |
| 17    | Mixed Uses  | 52.9         |
| 18    | Residential | 22.4         |
| 19    | Residential | 111.4        |
| 20    | Residential | 36.7         |
| 21    | Residential | 1.4          |
| 22    | Residential | 1.4          |
| 23    | Residential | 1.4          |
| 24    | Residential | 1.4          |
| Total |             | 1,429.2      |



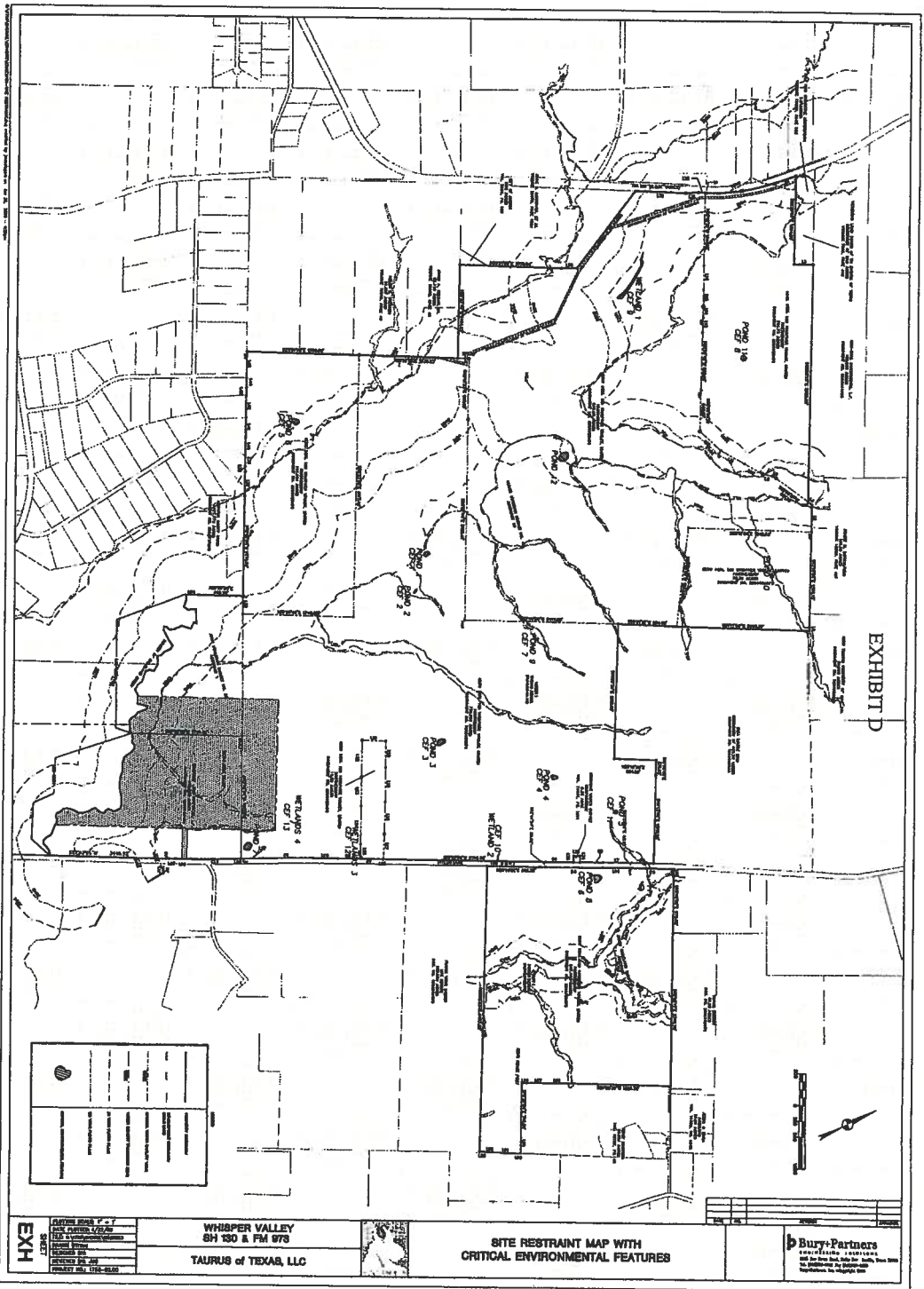
**Whisper Valley PUD**  
Austin, Texas

Exhibit C-2

Whisper Valley Land Use Plan

Notes:

Submitted Date: 8-xx-2008



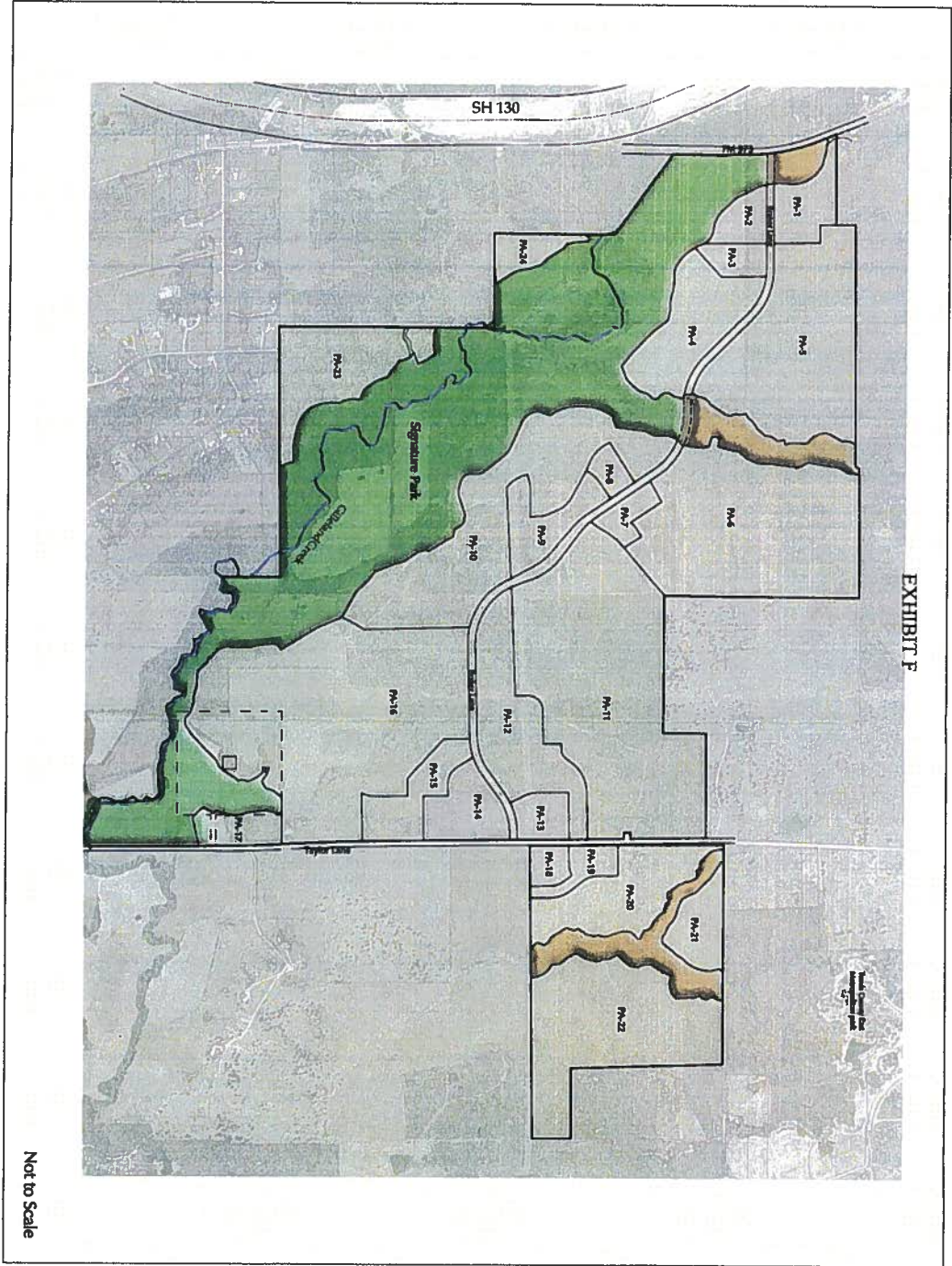
**EXH**  
 SHEET  
 DATE: 10/15/2010  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO.: 1000-0000

WHISPER VALLEY  
 SH 130 & FM 978  
 TAURUS of TEXAS, LLC

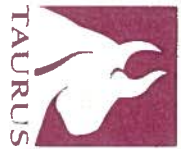


**SITE RESTRAINT MAP WITH  
 CRITICAL ENVIRONMENTAL FEATURES**

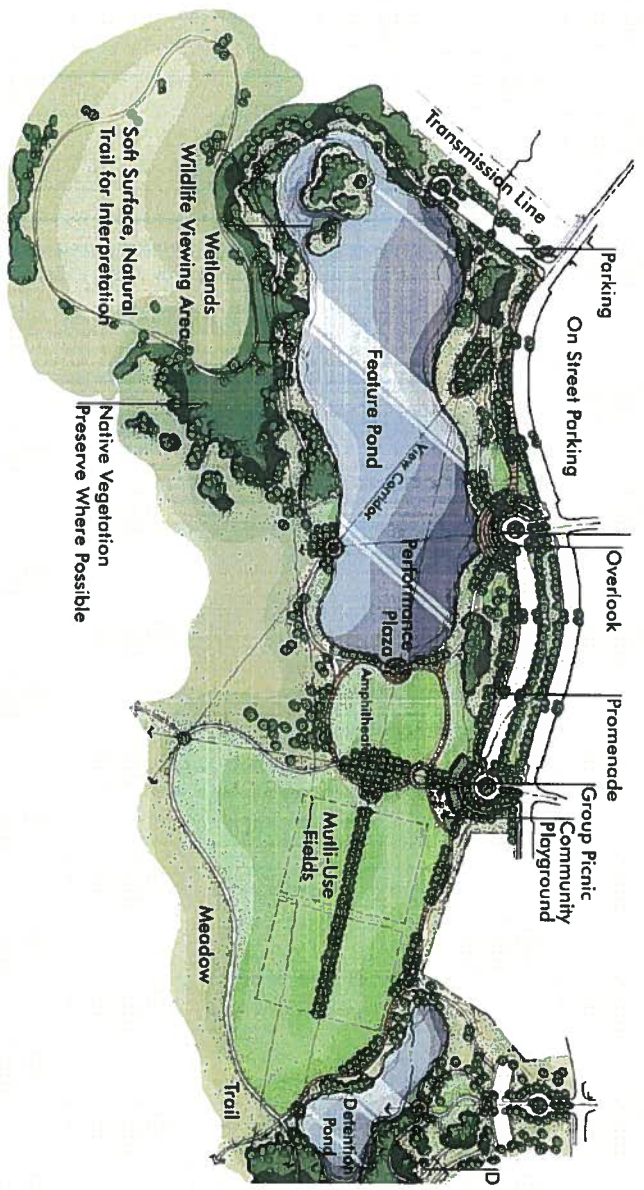
**BuryPartners**  
 CONSULTING ENGINEERS  
 10000 West Loop South, Suite 1000  
 Houston, Texas 77042  
 Telephone: 281.469.8800



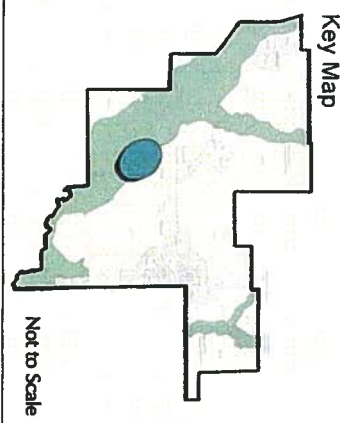
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|-------------------------------------|
| Whisper Valley PUD<br>Austin, Texas |
| Signature Park                      |
| Notes:                              |
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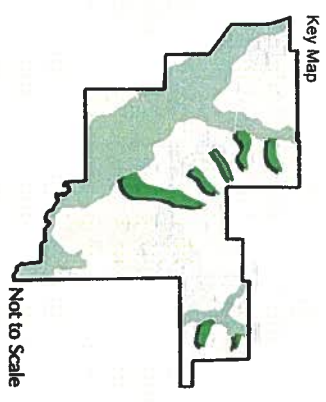
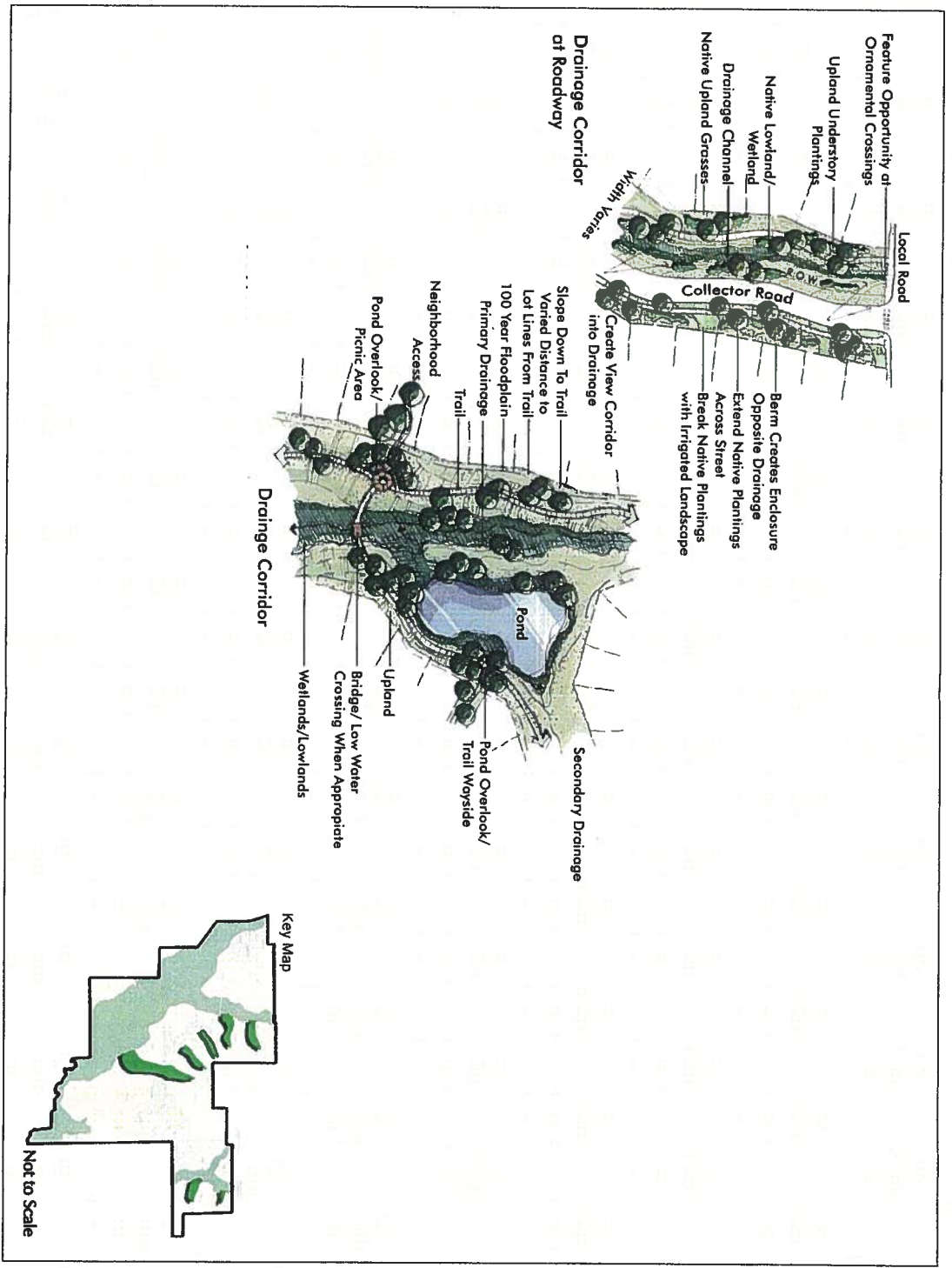




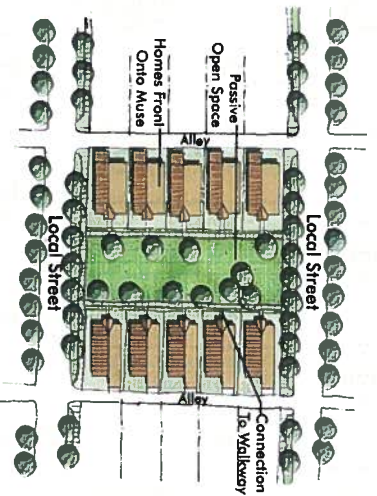
Developed Recreation Amenity And Passive Wildlife Viewing Within The Signature Park



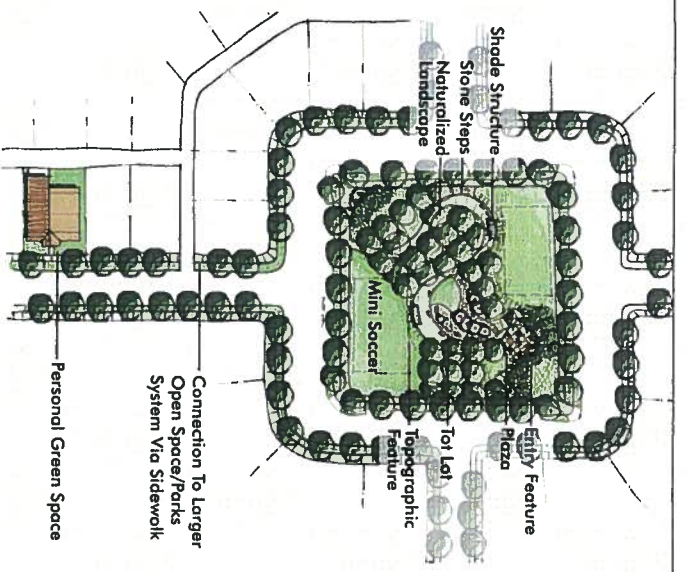
|  |                  |   |               |   |
|--|------------------|---|---------------|---|
| <p><b>Whisper Valley PUD</b><br/>Austin, Texas</p> | <p>Exhibit G</p> | <p>Developed Recreation Amenity within Signature Park</p> | <p>Notes:</p> |  <p>TAURUS</p> |
|--|------------------|---|---------------|---|



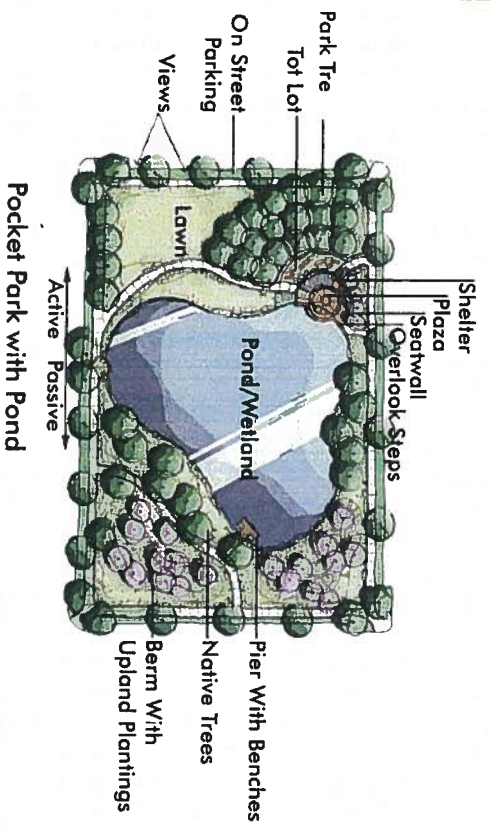
|   |
|---|
| <p><b>Whisper Valley PUD</b><br/>Austin, Texas</p>                                  |
| <p>Exhibit G</p>  |
| <p>Trail Corridors</p>  |
| <p>Notes:</p>   |
| <p> </p>  |
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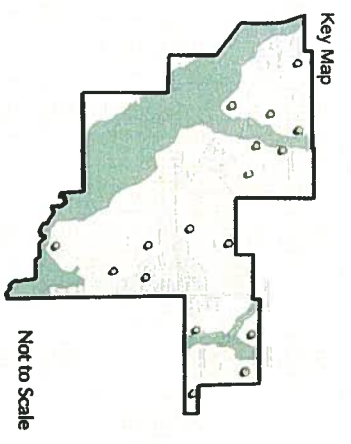
The Muse



Pocket Park

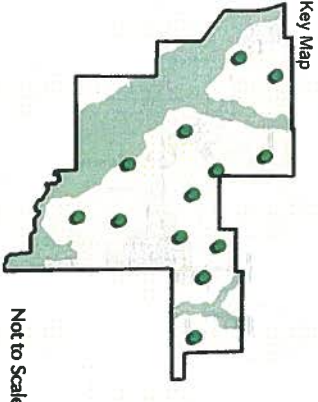


Pocket Park with Pond



|  |
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| <b>Whisper Valley PUD</b><br>Austin, Texas |
| Exhibit G                                  |
| Pocket Parks                               |
| Notes:                                     |
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Not to Scale

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| <p><b>Whisper Valley PUD</b><br/>Austin, Texas</p> |
| <p>Exhibit G</p>                                   |
| <p>Neighborhood Park</p>                           |
| <p>Notes:</p>                                      |
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| <p> </p>   |
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