

ORDINANCE NO. 20201001-039

AN ORDINANCE APPROVING THE 2020 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN FOR THE WHISPER VALLEY PUBLIC IMPROVEMENT DISTRICT (PID), MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN IMPROVEMENT AREA #2 OF THE DISTRICT, ADOPTING THE IMPROVEMENT AREA #2 ASSESSMENT ROLL, LEVYING ASSESSMENTS FOR PROPERTY IN IMPROVEMENT AREA #2, APPROVING THE SECOND AMENDMENT TO THE WHISPER VALLEY PID FINANCING AGREEMENT, APPROVING AND AUTHORIZING A WHISPER VALLEY PID ACQUISITION AND REIMBURSEMENT AGREEMENT, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. The Council finds that:

- (A) Chapter 372 of the Texas Local Government Code (Act) authorized the creation of the Whisper Valley Public Improvement District (District).
- (B) On August 26, 2010, the City Council passed a resolution which approved the creation of the District in accordance with its findings.
- (C) The City and the Developer (as defined below) are parties to the Whisper Valley Public Improvement District Financing Agreement, dated November 1, 2011, as amended by the First Amendment (PID Financing Agreement”).
- (D) On September 3, 2020, the City Council approved a resolution adopting a preliminary amended and restated Service and Assessment Plan for the District (2020 Amended and Restated Service and Assessment Plan) and proposed assessment roll (Improvement Area #2 Assessment Roll) for the second phase of the District (Improvement Area #2), attached as Exhibit A.
- (E) Pursuant to Section 372.016(b) of the Act, the City Council published notice on September 10, 2020 in the *Austin American-Statesman*, a newspaper of general circulation in the City and the extraterritorial jurisdiction of the City, of a public hearing to consider the 2020 Amended and Restated Service and Assessment Plan, the Improvement Area #2 Assessment Roll, and the levy of assessments on benefitted property in Improvement Area #2 (Improvement Area #2 Assessments).

- (F) Pursuant to Section 372.016(c) of the Act, the City Council caused the mailing of notice of the public hearing to consider the 2020 Amended and Restated Service and Assessment Plan, the Improvement Area #2 Assessment Roll, and the levy of Improvement Area #2 Assessments on property in Improvement Area #2 to the last known addresses of the owners of the property liable for the Improvement Area #2 Assessments.
- (G) On October 1, 2020, the City Council held a public hearing, properly noticed under the Act, to consider the levy of the proposed assessments on property within Improvement Area #2 of the District.
- (H) At the October 1, 2020 public hearing, the City Council heard each objection to a proposed assessment, found in each case that the assessments levied against each parcel are reasonable and consistent with the special benefits conferred by the District, and passed on each objection before it closed the public hearing.
- (I) The assessments set out in the Improvement Area #2 Assessment Roll, attached as Exhibit B:
 - (1) should be made and levied against the property and property owners within Improvement Area #2 of the District;
 - (2) are in proportion to the benefits to the property for the services and public improvements in Improvement Area #2 of the District; and
 - (3) establish substantial justice, equality, and uniformity in the amount assessed against each property owner for the benefits received and burdens imposed.
- (J) Club Deal 120 Whisper Valley, Limited Partnership, a Delaware limited partnership (Developer), is the developer of the District.
- (K) In order to memorialize the rights and responsibilities of the City and the Developer related to the construction of public improvements to serve Improvement Area #2 of the District, which public improvements will be acquired by the City and for which the City will reimburse the Developer, the City and the Developer wish to enter into a Whisper Valley Public Improvement District Acquisition and Reimbursement Agreement (Acquisition and Reimbursement Agreement) in substantially the form attached as Exhibit C.
- (L) In order to memorialize the rights and responsibilities of the City and the Developer related to the development of the District, the City and the Developer

wish to enter into a Second Amendment to the PID Financing Agreement in substantially the form attached as Exhibit D.

PART 2. 2020 Amended and Restated Service and Assessment Plan. The 2020 Amended and Restated Service and Assessment Plan, attached as Exhibit A, is hereby approved.

- (A) In each case, the property assessed is benefited by the services and improvements provided in Improvement Area #2 of the District.
- (B) The exclusion of certain property from assessment is reasonable because the excluded property will not receive a benefit from Improvement Area #2 of the District that is sufficient to justify an assessment and the exclusions promote efficient management of the District.
- (C) The procedures followed and apportionment of the cost of the services and improvements in the District comply with applicable law and the purpose for which the District was formed.

PART 3. Exemptions and Exclusions. The Council exempts the following from payment of the assessment and excludes from the roll:

- (A) property of the City used for public purpose;
- (B) property owned by the County and property owned by political subdivisions of the State of Texas and used for public purpose; and
- (C) other property that is excluded by law or by agreement of the City and the petitioners.

PART 4. Assessment and Levy. The respective assessments shown on Exhibit B are levied and assessed against the property in Improvement Area #2 of the District and against the record owners of the property identified by the Travis Central Appraisal District records.

- (A) The levy of the Improvement Area #2 Assessments shall be effective on effective date of this Ordinance levying Improvement Area #2 Assessments and strictly in accordance with the terms of the 2020 Amended and Restated Service and Assessment Plan and the Act.
- (B) The collection of the Improvement Area #2 Assessments shall be as described in the 2020 Amended and Restated Service and Assessment Plan and the Act.

- (C) Each Improvement Area #2 Assessment may be paid in a lump sum at any time or may be paid in annual installments (Annual Installments) pursuant to the terms of the 2020 Amended and Restated Service and Assessment Plan.
- (D) Each Improvement Area #2 Assessment shall bear interest at the rate or rates specified in the 2020 Amended and Restated Service and Assessment Plan.
- (E) Each Annual Installment shall be collected each year in the manner set forth in the Service 2020 Amended and Restated Service and Assessment Plan.
- (F) The Administrative Expenses for Improvement Area #2 Assessed Property shall be calculated and collected pursuant to the terms of the 2020 Amended and Restated Service and Assessment Plan.

PART 5. Due Date and Collection. An assessment is due and payable in full on or before January 31, 2021. If a property owner defaults on payment of an assessment against the owner's property, the City Manager's designee may file suit on behalf of the City to collect the assessment and may initiate a lien foreclosure, including interest, penalties, costs and attorney's fees, as set forth in the 2020 Amended and Restated Service and Assessment Plan and as allowed by law.

PART 6. Approval of the Acquisition and Reimbursement Agreement. The Council approves the Acquisition and Reimbursement Agreement attached as Exhibit C. The City Manager, Mayor, and Mayor Pro Tem are each authorized and directed to execute and deliver the Acquisition and Reimbursement Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution of the Agreement.

PART 7. Approval of the Second Amendment to the PID Financing Agreement. The City hereby approves the Second Amendment to the PID Financing Agreement attached as Exhibit D. The City Manager, Mayor and Mayor Pro Tem are each authorized and directed to execute and deliver the Second Amendment to the PID Financing Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution of the Agreement.

PART 8. Statutory Authority. The assessments levied by this ordinance and the approval and execution of the Acquisition and Reimbursement Agreement and the Second Amendment to the PID Financing Agreement are each made under the authority of the Act.

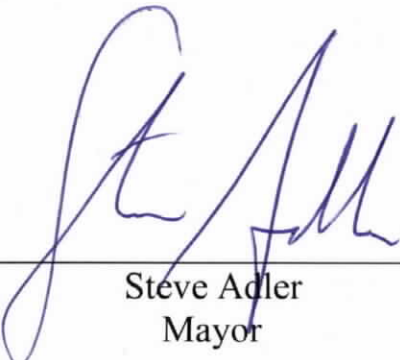
PART 9. Severability. The provisions of this ordinance are severable. If any provision of this ordinance or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of this ordinance.

PART 10. Declaring an Emergency. Section 372.018 of the Act provides that an assessment creates a lien against the property assessed that is effective from the date of the ordinance levying the assessment, which is prior to the standard effective date of an ordinance, and the Council finds this constitutes an emergency. Because of this emergency, this ordinance takes effect immediately upon its passage for the immediate preservation of the public peace, health, and safety.


PASSED AND APPROVED

_____, October 1 _____, 2020

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Steve Adler
Mayor

APPROVED: 
Anne L. Morgan
City Attorney

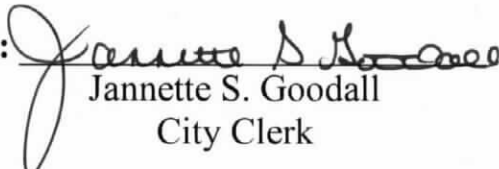
ATTEST: 
Jannette S. Goodall
City Clerk

Exhibit A

WHISPER VALLEY PUBLIC IMPROVEMENT DISTRICT
2020 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

OCTOBER 1, 2020

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INTRODUCTION

Capitalized terms used in this 2020 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2020 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 2020 Amended and Restated Service and Assessment Plan or an Exhibit attached to and made a part of this 2020 Amended and Restated Service and Assessment Plan for all purposes.

On August 26, 2010, the City Council approved that certain “Petition for the Creation of a Public Improvement District to Finance Improvements for Whisper Valley Subdivision” which authorized the creation of the Whisper Valley Public Improvement District to finance the Actual Costs of the Authorized Improvements benefitting certain property located within the District, all of which is located in the limited purpose annexed jurisdiction of the City, but not within its corporate limits.

On November 3, 2011, the City Council approved the Master Improvement Area Assessment Ordinance, which approved a Service and Assessment Plan, made a finding of special benefit to property located within the District, and levied the Master Improvement Area Assessments on property located within the District.

On November 16, 2011, the City issued its \$15,500,000 Special Assessment Revenue Bonds, Senior Series 2011 (Whisper Valley Public Improvement District) and its \$18,485,168 Texas Special Assessment Revenue Bonds, Subordinate Series 2011 (Whisper Valley Public Improvement District).

On August 23, 2018, the City Council approved the Improvement Area #1 Assessment Ordinance, which levied the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Parcels. The Improvement Area #1 Assessments were ratified and confirmed by City Council action on February 7, 2019.

On March 12, 2019, the City received a Prepayment that, when combined with moneys transferred from certain funds held pursuant to the terms of the indenture for the Master Improvement Area Bonds, paid in full all Master Improvement Area Assessments levied against Parcels within Improvement Area #1.

On March 28, 2019, the City Council approved the 2019 Amended and Restated Service and Assessment Plan, which served to amend and restate the Service and Assessment Plan in its entirety for the purposes of (1) incorporating the provisions of the Service and Assessment Plan and the 2018 Addendum to the Service and Assessment Plan into one document, (2) issuing PID Bonds, and (3) updating the Assessment Rolls.

On April 16, 2019, the City issued its \$4,500,000 Special Assessment Revenue Bonds, Series 2019 (Whisper Valley Public Improvement District Improvement Area #1).

On August 25, 2020, the City received a Prepayment that, when combined with moneys transferred from certain funds held pursuant to the terms of the indenture for the Master Improvement Area Bonds, paid in full all Master Improvement Area Assessments levied against Parcels within Improvement Area #2.

Pursuant to the PID Act, a service and assessment plan must be reviewed and updated at least annually. This document is the 2020 Amended and Restated Service and Assessment Plan which serves to amend and restate the 2019 Amended and Restated Service and Assessment Plan in its entirety for the purposes of (1) levying Improvement Area #2 Assessments, and (2) updating the Assessment Rolls.

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

The PID Act requires that the service plan include an assessment plan that assesses the actual costs of the authorized improvements against property in a public improvement district based on the special benefits conferred on the public improvement district by the authorized improvements. The Assessment Plan is contained in **Section V**.

SECTION I: DEFINITIONS

“2018 Addendum to the Service and Assessment Plan” means the 2018 Addendum to the Service and Assessment Plan adopted by the City by Ordinance No. 20180823-073 on August 23, 2018.

“2019 Amended and Restated Service and Assessment Plan” means the 2019 Amended and Restated Service and Assessment Plan which served to amend and restate the Service and Assessment Plan in its entirety for the purposes of (1) incorporating the provisions of the Service and Assessment Plan and the 2018 Addendum to the Service and Assessment Plan into one document, (2) issuing PID Bonds, and (3) updating the Assessment Rolls, as they may be modified and updated from time to time.

“2020 Amended and Restated Service and Assessment Plan” means this 2020 Amended and Restated Service and Assessment Plan which serves to amend and restate the 2019 Amended and Restated Service and Assessment Plan in its entirety for the purposes of (1) levying Improvement Area #2 Assessments, and (2) updating the Assessment Rolls, as they may be modified and updated from time to time.

“Actual Costs” mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of owners and developers of the District: (1) to plan, finance, design, acquire, construct, install, and dedicate such improvements to the City, County or TXDOT; (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) to acquire easements and other right-of-way; (5) for third-party professional consulting services including, but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (6) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; (7) of fees charged by the City or any other political subdivision or governmental authority; (8) a construction management fee of 4% of the costs incurred by or on behalf of the Owner for the construction of such Authorized Improvement (excluding legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisal costs) if the Owner is serving as the construction manager.

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

“Additional Interest Rate” means the 0.50% additional interest charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act and the applicable Indenture.

“Administrator” means the person or independent firm designated by the City Council to perform the duties and obligations of the “Administrator” in this 2020 Amended and Restated Service and Assessment Plan.

“Annual Collection Costs” mean the actual or budgeted costs and expenses related to the 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 2020 Amended and Restated Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel; and (9) administering the construction of the Authorized Improvements. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

“Annual Service Plan Update” means an update to this 2020 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Assessed Parcels” mean 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 PID Act.

“Assessment Ordinance” means any Assessment Ordinance adopted by the City Council in accordance with the PID Act that levied Assessments within the District, including the Master Improvement Area Assessment Ordinance, the Improvement Area #1 Assessment Ordinance and the Improvement Area #2 Assessment Ordinance.

“Assessment Plan” assesses the Actual Costs of the Authorized Improvements against the Assessed Parcels based on the special benefits conferred on the Assessed Parcels by the Authorized Improvements, more specifically described in **Section V**.

“Assessment Roll” means any assessment roll for Assessed Parcels within the District.

“Authorized Improvements” mean improvements authorized by Section 372.003 of the PID Act as more specifically described in **Section III**.

“Bond Issuance Costs” mean the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, direct City costs, capitalized interest, reserve fund requirements, first year Annual Collection Costs, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

“City” means the City of Austin, Texas.

“City Council” means the duly elected governing body and council of the City.

“County” means Travis County, Texas.

“Delinquent Collection Costs” mean, for any Assessed Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2020 Amended and Restated Service and Assessment Plan, including costs and expenses to foreclose liens.

“District” means approximately 2,066 acres located within the limited purpose annexed jurisdiction of the City, as shown on **Exhibit B** and as more specifically described on **Exhibit A**.

“Improvement Area #1” means the area within Whisper Valley Village 1, Phase 1 Final Plat of the District, as shown on **Exhibit C-1**.

“Improvement Area #1 Assessed Parcels” means collectively the Improvement Area #1 Bond Assessed Parcels and the Improvement Area #1 Reimbursement Assessed Parcels.

“Improvement Area #1 Assessment Ordinance” means Ordinance No. 20180823-073 adopted by the City Council on August 23, 2018 in accordance with the PID Act that levied Assessments on Parcels within Improvement Area #1 for financing the Actual Costs of the Improvement Area #1 Projects, as ratified and confirmed by Ordinance No. 20190207-02 adopted by the City Council on February 7, 2019.

“Improvement Area #1 Assessments” mean the Assessments levied on Parcels within Improvement Area #1 for financing the Actual Costs of the Improvement Area #1 Projects, including the Improvement Area #1 Bond Assessments and the Improvement Area #1 Reimbursement Assessments as shown on the Improvement Area #1 Bond Assessment Roll on **Exhibit K** and the Improvement Area #1 Reimbursement Assessment Roll on **Exhibit N**, respectively.

“Improvement Area #1 Bond Assessed Parcels” means any and all Parcels within Improvement Area #1 against which an Improvement Area #1 Assessment is levied, excluding the Previously Sold Assessed Parcels.

“Improvement Area #1 Bond Assessment Roll” means the Assessment Roll for the Improvement Area #1 Bond Assessed Parcels, included in this 2020 Amended and Restated Service and Assessment Plan on **Exhibit K**, the projected Annual Installments for all Improvement Area #1 Bond Assessed Parcels is shown on **Exhibit L**.

“Improvement Area #1 Bond Assessments” mean the Assessments levied on all Improvement Area #1 Bond Assessed Parcels.

“Improvement Area #1 Bonds” mean those certain City of Austin, Texas Special Assessment Revenue Bonds, Series 2019 (Whisper Valley Public Improvement District Improvement Area #1) that are secured by the revenues from the Improvement Area #1 Bond Assessments.

“Improvement Area #1 Improvements” mean the Authorized Improvements which provide a special benefit only to the Improvement Area #1 Assessed Parcels and are described in **Section III.B** hereto.

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

“Improvement Area #1 Reimbursement Agreement” means that certain “Whisper Valley Public Improvement District Improvement Area #1 Reimbursement Agreement” effective April 16, 2019, by and between the City and the Owner, in which the City agrees to pay the Owner for Actual Costs of the Improvement Area #1 Improvements solely from Improvement Area #1 Reimbursement Assessments, including Annual Installments thereof.

“Improvement Area #1 Reimbursement Assessed Parcels” means any and all Previously Sold Assessed Parcels within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

“Improvement Area #1 Reimbursement Assessment Roll” means the Assessment Roll for the Improvement Area #1 Reimbursement Assessed Parcels within the Improvement Area #1, included in this 2020 Amended and Restated Service and Assessment Plan on **Exhibit N**, and the projected Annual Installments for all Improvement Area #1 Reimbursement Assessed Parcels are shown on **Exhibit O**.

“Improvement Area #1 Reimbursement Assessments” mean the Assessments levied on all Improvement Area #1 Reimbursement Assessed Parcels.

“Improvement Area #1 Reimbursement Obligation” means the obligation of the City to pay certain costs of Improvement Area #1 Improvements from revenues from Improvement Area #1

Reimbursement Assessments levied on Improvement Area #1 Reimbursement Assessed Parcels pursuant to the Improvement Area #1 Reimbursement Agreement.

“Improvement Area #2” means the area within Whisper Valley Village 1, Phase 2 Final Plat of the District, as shown on **Exhibit C-2**.

“Improvement Area #2 Assessed Parcels” means any and all Parcels within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

“Improvement Area #2 Assessment Ordinance” means an Assessment Ordinance adopted concurrently herewith by the City Council on October 1, 2020 in accordance with the PID Act which levies Assessments on Parcels within Improvement Area #2 for financing the Actual Costs of the Improvement Area #2 Projects.

“Improvement Area #2 Assessments” mean the Assessments levied on Parcels within Improvement Area #2 for financing the Actual Costs of the Improvement Area #2 Projects, as shown on the Improvement Area #2 Assessment Roll.

“Improvement Area #2 Assessment Roll” means the Assessment Roll for the Improvement Area #2 Assessed Parcels, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update. The Improvement Area #2 Assessment Roll is included in this 2020 Amended and Restated Service and Assessment Plan on **Exhibit Q**.

“Improvement Area #2 Improvements” mean the Authorized Improvements which provide a special benefit only to the Improvement Area #2 Assessed Parcels and are described in **Section III.C** hereto.

“Improvement Area #2 Projects” mean the Improvement Area #2 Improvements and Improvement Area #2’s allocable share of the Master Improvements.

“Improvement Area #2 Reimbursement Agreement” means that certain “Whisper Valley Public Improvement District Improvement Area #2 Reimbursement Agreement” effective October 1, 2020, by and between the City and the Owner, in which the City agrees to pay the Owner for Actual Costs of the Improvement Area #2 Improvements solely from Improvement Area #2 Assessments, including Annual Installments thereof.

“Improvement Area #2 Reimbursement Obligation” means the obligation of the City to pay certain costs of Improvement Area #2 Improvements from revenues from Improvement Area #2 Assessments levied on Improvement Area #2 Assessed Parcels pursuant to the Improvement Area #2 Reimbursement Agreement.

“Indenture” means an Indenture or Indentures of Trust entered into in connection with the

issuance of one or more series of PID Bonds, as amended from time to time, between the City and the Trustee setting forth terms and conditions related to the applicable series of PID Bonds.

“Lot” means (1) for any portion of the District for which a final subdivision plat has been recorded in the official public records of the County, a tract of land described by “lot” in such final and recorded subdivision plat, and (2) for any portion of the District for which a horizontal condominium regime has been created, a tract of land described by “unit” in the final declaration of condominium regime.

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

“Lot Type 1” means an Improvement Area #1 Bond Assessed Parcel identified as a Lot on the Whisper Valley Village 1, Phase 1 Final Plat marketed to homebuilders as a 25’ lot as shown on the Lot Type map on **Exhibit D-1. Exhibit M-1** shows the projected Lot Type 1 Annual Installments per Lot.

“Lot Type 2” means an Improvement Area #1 Bond Assessed Parcel identified as a Lot on the Whisper Valley Village 1, Phase 1 Final Plat marketed to homebuilders as a 50’ lot as shown on the Lot Type map on **Exhibit D-1. Exhibit M-2** shows the projected Lot Type 2 Annual Installments per Lot.

“Lot Type 3” means an Improvement Area #1 Bond Assessed Parcel identified as a Lot on the Whisper Valley Village 1, Phase 1 Final Plat marketed to homebuilders as a 60’ lot as shown on the Lot Type map on **Exhibit D-1. Exhibit M-3** shows the projected Lot Type 3 Annual Installments per Lot.

“Lot Type 4” means an Improvement Area #1 Reimbursement Assessed Parcel identified as a Lot on the Whisper Valley Village 1, Phase 1 Final Plat marketed to homebuilders as a 25’ lot as shown on the Lot Type map on **Exhibit D-1. Exhibit P-1** shows the projected Lot Type 4 Annual Installments per Lot.

“Lot Type 5” means an Improvement Area #1 Reimbursement Assessed Parcel identified as a Lot on the Whisper Valley Village 1, Phase 1 Final Plat marketed to homebuilders as a 35’ lot as shown on the Lot Type map on **Exhibit D-1. Exhibit P-2** shows the projected Lot Type 5 Annual Installments per Lot.

“Lot Type 6” means an Improvement Area #1 Reimbursement Assessed Parcel identified as a Lot on the Whisper Valley Village 1, Phase 1 Final Plat marketed to homebuilders as a 50’ lot as shown on the Lot Type map on **Exhibit D-1. Exhibit P-3** shows the projected Lot Type 6 Annual Installments per Lot.

“Lot Type 7” means an Improvement Area #1 Reimbursement Assessed Parcel identified as a Lot on the Whisper Valley Village 1, Phase 1 Final Plat marketed to homebuilders as a 60’ lot as shown on the Lot Type map on **Exhibit D-1. Exhibit P-4** shows the projected Lot Type 7 Annual Installments per Lot.

“Lot Type 8” means an Improvement Area #2 Assessed Parcel identified as a Lot on the Whisper Valley Village 1, Phase 2 Final Plat marketed to homebuilders as a 25’ lot as shown on the Lot Type map on **Exhibit D-3. Exhibit S-1** shows the projected Lot Type 8 Annual Installments per Lot.

“Lot Type 9” means an Improvement Area #2 Assessed Parcel identified as a Lot on the Whisper Valley Village 1, Phase 2 Final Plat marketed to homebuilders as a 35’ lot as shown on the Lot Type map on **Exhibit D-3. Exhibit S-2** shows the projected Lot Type 9 Annual Installments per Lot.

“Lot Type 10” means an Improvement Area #2 Assessed Parcel identified as a Lot on the Whisper Valley Village 1, Phase 2 Final Plat marketed to homebuilders as a 50’ lot as shown on the Lot Type map on **Exhibit D-3. Exhibit S-3** shows the projected Lot Type 10 Annual Installments per Lot.

“Master Improvement Area” means all of the property within the District as shown on **Exhibit B** and as more specifically described on **Exhibit A**, excluding Improvement Area #1 and Improvement Area #2.

“Master Improvement Area Assessed Parcels” mean any and all Parcels within the Master Improvement Area, against which a Master Improvement Area Assessment has been levied.

“Master Improvement Area Assessment Ordinance” means Ordinance No. 20111103-012 adopted by the City Council on November 3, 2011 in accordance with the PID Act which levied the Master Improvement Area Assessments on the District.

“Master Improvement Area Assessment Roll” means the Assessment Roll for the Master Improvement Area Assessed Parcels, included in this 2020 Amended and Restated Service and Assessment Plan on **Exhibit H**, and the projected Annual Installments for the Master Improvement Area are shown on **Exhibit I**.

“Master Improvement Area Assessments” mean the Assessments levied on Parcels within the Master Improvement Area.

“Master Improvement Area Bonds” mean those bonds entitled “City of Austin, Texas Special Assessment Revenue Bonds, Senior Series 2011 (Whisper Valley Public Improvement District)” that are secured by Master Improvement Area Assessments.

“Master Improvements” mean the Authorized Improvements which provide a special benefit to the District and are described in **Section III.A** hereto.

“Maximum Assessment” means, for each Lot Type, an Assessment equal to the lesser of: (1) the amount calculated pursuant to **Section VI.A**, and (2) an amount that produces an Annual Installment for the year in which the Maximum Assessment Calculation Date occurs resulting in the Maximum Equivalent Tax Rate. The Maximum Assessment shall be calculated on the Maximum Assessment Calculation Date.

“Maximum Assessment Calculation Date” means 30 days prior to subdividing by plat, issuance of a site development permit, creating units by a horizontal condominium regime, or any other action that would cause the uses within a Parcel to differ from the uses shown on **Exhibit D-3**.

“Maximum Equivalent Tax Rate” means an amount that does not exceed the lesser of (i) 125% of such Parcel’s anticipated buildout value times the City’s tax rate in the fiscal year the Assessment is determined or (ii) the equivalent tax rate as calculated at the time of the most recent Assessment levy increased by 2% per year to the date of the new Assessment levy. The estimated buildout value for a Lot Type shall be determined by the Administrator and confirmed by a City representative by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder and developer contracts, discussions with homebuilders and developers, reports from third party consultants, information provided by the Owner, or any other information that may help determine assessed value.

“Non-Benefited Property” means Parcels that receive no special benefit from the Authorized Improvements as determined by the City Council which may include Public Property and Owner Association Property.

“Owner(s)” means Club Deal 120 Whisper Valley, Limited Partnership, a Delaware limited partnership (including its successors, assigns, or transferees).

“Owner Association Property” means property within the boundaries of the District that is owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, an Owners’ Association established or to be established for the benefit of a group of homeowners or property owners within the District.

“Owners’ Association” means the association(s) established for the benefit of property owners within the District.

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

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

“PID Bonds” mean the bonds to be issued by the City, in one or more series, to finance the Authorized Improvements that confer a special benefit on the property within the District, which may include funds for any required reserves and amounts necessary to pay the Bond Issuance Costs, and to be secured by a pledge of the applicable Assessments pursuant to the authority granted in the PID Act, for the purposes of (1) financing the costs of Authorized Improvements and related costs, and (2) reimbursement for Actual Costs paid prior to the issuance of the PID Bonds.

“PID Financing Agreement” means the Whisper Valley Public Improvement District Financing Agreement by and between the City and Club Deal 120 Whisper Valley, Limited Partnership, dated November 1, 2011, as amended on March 28, 2019 and re-amended contemporaneously herewith, as may be further amended from time to time.

“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 Assessment.

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

“Previously Sold Assessed Parcels” mean the 42 Lots within Improvement Area #1, as shown on **Exhibit D-2**, which were sold to individual homeowners prior to August 23, 2018, the effective date of the Improvement Area #1 Assessment Ordinance, which levied the Improvement Area #1 Assessments.

“Public Property” means real property, whether conveyed or dedicated in fee simple, as an easement, license, or otherwise, to the Federal Government, to the County, to the City, or to any other political subdivision, public or government agency, or public utility.

“Service and Assessment Plan” means the Service and Assessment Plan adopted by the City by Ordinance No. 20111103-012 on November 3, 2011 as may be updated, amended, supplemented or restated from time to time.

“Service Plan” means a plan that covers a period of five years and defines the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period.

“Subordinate Master Bond” means those certain City of Austin, Texas Special Assessment Revenue Bonds, Subordinate Series 2011 (Whisper Valley Public Improvement District).

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

“TXDOT” means the Texas Department of Transportation.

“Whisper Valley Village 1, Phase 1 Final Plat” means the final plat dated March 7, 2014, attached as **Exhibit C-1**.

“Whisper Valley Village 1, Phase 2 Final Plat” means the final plat dated April 18, 2020, attached as **Exhibit C-2**.

SECTION II: THE DISTRICT

The District includes approximately 2,066 contiguous acres located within the City's extraterritorial jurisdiction, as described on **Exhibit A** and depicted on **Exhibit B**. Development of the District is anticipated to include single-family and multifamily residential, office, retail and other uses, as well as parks, entry monuments, landscaping, infrastructure, and associated rights-of-way necessary to provide roadways, drainage, and utilities to the District.

The Master Improvement Area consists of all property within the District as described on **Exhibit A** and depicted on **Exhibit B**, excluding Improvement Area #1 and Improvement Area #2.

Improvement Area #1 consists of approximately 79.973 contiguous acres located within the District and the Whisper Valley Village 1, Phase 1 Final Plat, as depicted on **Exhibit C-1**. Improvement Area #1 contains 257 Lots, of which 20 Lots are Non-Benefited Property and 237 Lots will be used as single-family residences.

Improvement Area #2 consists of approximately 54.5482 contiguous acres located within the District and the Whisper Valley Village 1, Phase 2 Final Plat, as depicted on **Exhibit C-2**. Improvement Area #2 contains 283 Lots, of which 16 Lots are Non-Benefited Property and 267 Lots will be used as single-family residences.

SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, 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 determined that the improvements described below are Authorized Improvements authorized by the Act that confer a special benefit on the respective Assessed Parcel. The cost and allocation of the Authorized Improvements is summarized on **Exhibit E**.

A. Master Improvements

▪ *Braker Lane Phase 1 & 2*

Braker Lane is located east of SH 130 in the County, provides primary access to the District, and consists of a 2.45 mile 4-lane divided roadway with turn lanes, bike lanes, curb and gutter, storm sewer, water quality, and sidewalk facilities. Braker Lane utilizes innovative water quality, a structural crossing of a major floodplain, hike and bike facilities, and link existing FM 973 to Taylor Lane. Phase 1& 2 of the project consists of two lanes of the ultimate section. Intersection Improvements were funded under an agreement with TxDOT to construct left and right turn lanes on FM 973.

- *Water Line 1*

This project consists of constructing approximately 19,684 linear feet of 48" diameter water transmission main from the City's Central Pressure zone. The project is located within the right of way (ROW) of Decker Lake Road. The line was designed and constructed in accordance with City standards and specifications.

- *Wastewater Treatment Plant, 30" Wastewater Interceptor, and Water Line 2*

The Subordinate Master Bonds funded a 0.5 MGD wastewater treatment plant, 2.5 miles of 30" wastewater line, and 17,900 linear feet of 24" water line. The Subordinate Master Bonds have been paid in full, and no Assessments securing the Subordinate Master Bonds remain outstanding.

B. Improvement Area #1 Improvements

- *Erosion and Sedimentation Control*

The erosion and sedimentation controls installed for this site work consist of silt fence, inlet protection, tree protection, stabilized construction entrance, rip rap, and revegetation required to control sedimentation run-off from the site during site development and prevent erosion prior to construction of Improvement Area #1. The erosion and sedimentation controls were installed according to City standards, determined in the City's sole discretion.

- *Clearing and Grading*

The clearing and grading improvements consist of site clearing, soil remediation, grading within the right of way for the installation of the internal roadway system, and for the installation of utilities and drainage controls outside of the right of way in order to serve Improvement Area #1. The clearing and grading follow the approved construction document from the City.

- *Drainage Improvements*

The drainage improvements consist of the construction and installation of storm sewer pipe, manholes and junction boxes, headwalls, drainage inlets and appurtenances necessary for the storm system that will service all of Improvement Area #1. The drainage improvements were constructed according to City standards, determined in the City's sole discretion.

- *Street Improvements*

The street improvements consist of installing lime treated sub-base, flexible base course, surface course, curb and gutters and sidewalks along non-frontage lots that provide the basis of the roadway system within Improvement Area #1. The street improvements were

constructed according to City standards, determined in the City's sole discretion.

- *Potable Water Improvements*

The potable water improvements consist of the construction and installation of water mains, domestic service connections, valves, fire hydrants and appurtenances, necessary for the water distribution system that will service all of Improvement Area #1. The water improvements were constructed according to City standards, determined in the City's sole discretion.

- *Wastewater Improvements*

The wastewater improvements consist of construction and installation of wastewater mains, domestic service connections, manholes and appurtenances necessary to provide sanitary sewer service to all of Improvement Area #1. The wastewater improvements were constructed according to City standards, determined in the City's sole discretion.

- *Demolition and Restoration*

The demolition and restoration for the site consist of tree removal to clear the site for the development of Improvement Area #1. The demolition follows the approved construction document from the City.

- *Pond Improvements*

The pond improvements consist of installing two (2) detention and water quality ponds which include establishing revegetation, storm headwalls and box culverts, maintenance access paths and make-up water sources necessary to support the Improvement Area #1 drainage infrastructure system. The pond improvements follow the approved construction document from the City.

C. Improvement Area #2 Improvements

- *Erosion and Sedimentation Control*

The erosion and sedimentation controls installed for this site work consist of silt fence, inlet protection, tree protection, stabilized construction entrance, rip rap, and revegetation required to control sedimentation run-off from the site during site development and prevent erosion prior to construction of Improvement Area #2. The erosion and sedimentation controls will be installed according to City standards, determined in the City's sole discretion.

- *Clearing and Grading*

The clearing and grading improvements consist of site clearing, soil remediation, grading within the right of way for the installation of the internal roadway system, and for the

installation of utilities and drainage controls outside of the right of way in order to serve Improvement Area #2. The clearing and grading will follow the approved construction document from the City.

- *Drainage Improvements*

The drainage improvements consist of the construction and installation of storm sewer pipe, manholes and junction boxes, headwalls, drainage inlets and appurtenances necessary for the storm system that will service all of Improvement Area #2. The drainage improvements will be constructed according to City standards, determined in the City's sole discretion.

- *Street Improvements*

The street improvements consist of installing geogrid reinforcement, flexible base course, surface course, curb and gutters and sidewalks along non-frontage lots that will provide the basis of the roadway system within Improvement Area #2. The street improvements will be constructed according to City standards, determined in the City's sole discretion.

- *Potable Water Improvements*

The potable water improvements consist of the construction and installation of water mains, domestic service connections, valves, fire hydrants and appurtenances, necessary for the water distribution system that will service all of Improvement Area #2. The water improvements will be constructed according to City standards, determined in the City's sole discretion.

- *Wastewater Improvements*

The wastewater improvements consist of construction and installation of wastewater mains, domestic service connections, manholes and appurtenances necessary to provide sanitary sewer service to all of Improvement Area #2. The wastewater improvements will be constructed according to City standards, determined in the City's sole discretion.

- *Retaining Walls*

The retaining walls for the site consist of dry stack limestone and gravity retaining walls that are engineered to 1) maintain maximum roadway and lot slopes, 2) limit the cut and fill to the City maximums, and 3) prevent grading encroachments into the jurisdictional waters within Improvement Area #2.

- *Pond Improvements*

The pond improvements consist of installing two (2) detention and water quality ponds which include establishing revegetation, storm headwalls and box culverts and maintenance access paths necessary to support the Improvement Area #2 drainage

infrastructure system. The pond improvements will follow the approved construction document from the City.

D. Bond Issuance Costs

- *Debt Service Reserve Fund*
Equals the amount required under an 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.
- *Underwriting Discount*
Equals a percentage of the par amount of a 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, first year Annual Collection Costs, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

SECTION IV: SERVICE PLAN

The Act requires the Service Plan to cover a period of at least five years and to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated by the City Council at least annually. **Exhibit F** of this 2020 Amended and Restated Service and Assessment Plan summarizes the Service Plan for the District.

Exhibit G summarizes the sources and uses of funds required to construct the Authorized Improvements, fund required reserves, and issue the PID Bonds. The sources and uses of funds shown on **Exhibit G** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

SECTION V: ASSESSMENT PLAN

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

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

A. Assessment Methodology

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 determined that the Assessments shall be allocated as follows:

1. Master Improvements

The Master Improvement Area Assessment Ordinance approved the Service and Assessment Plan, which allocated Master Improvement Area Assessments across all Assessed Parcels in the District based on the ratio of the estimated assessable acreage of each Assessed Parcel to the total estimated assessable acreage for all Assessed Parcels.

2. Improvement Area #1 Improvements

The Improvement Area #1 Assessment Ordinance approved the Improvement Area #1 Assessment Roll, which allocated Improvement Area #1 Assessments across all the Improvement Area #1 Assessed Parcels based on the ratio of the estimated buildout value of each Improvement Area #1 Assessed Parcel to the total estimated buildout value for all Improvement Area #1 Assessed Parcels, as shown on **Exhibit V**.

3. Improvement Area #2 Improvements

The Improvement Area #2 Assessment Ordinance approved the Improvement Area #2 Assessment Roll, which allocated Improvement Area #2 Assessments across all the Improvement Area #2 Assessed Parcels based on the ratio of the estimated buildout

value of each Improvement Area #2 Assessed Parcel to the total estimated buildout value for all Improvement Area #2 Assessed Parcels, as shown on **Exhibit V**.

B. Assessments

1. Master Improvement Area Assessments

The Master Improvement Area Assessments levied against the Master Improvement Area Assessed Parcels are shown on the Master Improvement Area Assessment Roll, attached hereto on **Exhibit H**. The projected Annual Installments for the Master Improvement Area Assessed Parcels are shown on **Exhibit I**.

2. Improvement Area #1 Assessments

- a. The Improvement Area #1 Bond Assessments are shown on the Improvement Area #1 Bond Assessment Roll, attached hereto on **Exhibit K**. The projected Annual Installments for all Improvement Area #1 Bond Assessed Parcels are shown on **Exhibit L**. The projected Lot Type 1 Annual Installments per Lot are shown on **Exhibit M-1**. The projected Lot Type 2 Annual Installments per Lot are shown on **Exhibit M-2**. The projected Lot Type 3 Annual Installments per Lot are shown on **Exhibit M-3**.
- b. The Improvement Area #1 Reimbursement Assessments are shown on the Improvement Area #1 Reimbursement Assessment Roll, attached hereto on **Exhibit N**. The projected Annual Installments for all Improvement Area #1 Reimbursement Assessed Parcels are shown on **Exhibit O**. The projected Lot Type 4 Annual Installments per Lot are shown on **Exhibit P-1**. The projected Lot Type 5 Annual Installments per Lot are shown on **Exhibit P-2**. The projected Lot Type 6 Annual Installments per Lot are shown on **Exhibit P-3**. The projected Lot Type 7 Annual Installments per Lot are shown on **Exhibit P-4**.

3. Improvement Area #2 Assessments

The Improvement Area #2 Assessments are shown on the Improvement Area #2 Assessment Roll, attached hereto on **Exhibit Q**. The projected Annual Installments for all Improvement Area #2 Assessed Parcels are shown on **Exhibit R**. The projected Lot Type 8 Annual Installments per Lot are shown on **Exhibit S-1**. The projected Lot Type 9 Annual Installments per Lot are shown on **Exhibit S-2**. The projected Lot Type 10 Annual Installments per Lot are shown on **Exhibit S-3**.

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:

1. Master Improvement Area

- a. The Actual Costs of the Master Improvements plus Bond Issuance Costs allocable to the Master Improvement Area equal \$32,228,387, as shown on **Exhibit E**; and
- b. The Master Improvement Area Assessed Parcels receive special benefit from the Master Improvements equal to or greater than the Actual Costs of the Master Improvements allocable to the Master Improvement Area; and
- c. The sum of the Master Improvement Area Assessments for all Master Improvement Area Assessed Parcels at the time the Master Improvement Area Assessments were levied equaled \$31,718,773, of which \$11,040,000 remains outstanding; and
- d. The special benefit (\geq \$32,228,387) received by Master Improvement Area Assessed Parcels from the Master Improvements is greater than the amount of the Master Improvement Area Assessments (\$31,718,773) levied against all Master Improvement Area Assessed Parcels; and
- e. At the time the City Council levied the Master Improvement Area Assessments, the Owner owned 100% of the Assessed Parcels within the District. The Owner acknowledged that the Master Improvements confer a special benefit on the Assessed Parcels within the District and consented to the imposition of the Master Improvement Area 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 the Master Improvement Area Assessment Ordinance; and (2) the levying of Master Improvement Area Assessments on the Assessed Parcels within the District.

2. Improvement Area #1

- a. The Actual Costs of the Improvement Area #1 Projects plus the Bond Issuance Costs allocable to Improvement Area #1 equal \$9,172,496, as shown on **Exhibit E**; and

- b. The Improvement Area #1 Assessed Parcels receive a special benefit from the Improvement Area #1 Projects equal to or greater than the Actual Cost of the Improvement Area #1 Projects; and
- c. The total Improvement Area #1 Assessments levied by the Improvement Area #1 Assessment Ordinance equaled \$5,975,000. As shown on the Improvement Area #1 Bond Assessment Roll and Improvement Area #1 Reimbursement Assessment Roll shown on **Exhibit K** and **Exhibit N**, respectively, the Improvement Area #1 Assessments have been reduced and the sum of the reduced Improvement Area #1 Assessments for all Lots within Improvement Area #1 equaled \$5,370,820 of which \$5,271,950 remains outstanding; and
- d. The sum of the Master Improvement Area Assessments levied by the Master Improvement Area Assessment Ordinance on Parcels within Improvement Area #1 to pay for Master Improvements equaled \$1,746,687, of which \$0 remains outstanding; and
- e. Collectively, the total Assessments levied by the Improvement Area #1 Assessment Ordinance, as reduced by the Improvement Area #1 Bond Assessment Roll and the Improvement Area #1 Reimbursement Assessment Roll, and the Master Improvement Area Assessment Ordinance, on Improvement Area #1 Assessed Parcels equal \$7,117,518; and
- f. The special benefit (\geq \$9,172,496) received by Improvement Area #1 Assessed Parcels from the Improvement Area #1 Projects is equal to or greater than the amount of the Improvement Area #1 Assessments, as reduced by the Improvement Area #1 Bond Assessment Roll and the Improvement Area #1 Reimbursement Assessment Roll, and the Master Improvement Area Assessments (\$7,117,518) levied for the Improvement Area #1 Projects.

3. Improvement Area #2

- a. The Actual Costs of the Improvement Area #2 Projects plus the Bond Issuance Costs allocable to Improvement Area #2 equal \$7,977,180, as shown on **Exhibit E**; and
- b. The Improvement Area #2 Assessed Parcels receive a special benefit from the Improvement Area #2 Projects equal to or greater than the Actual Cost of the Improvement Area #2 Projects; and
- c. The total Improvement Area #2 Assessed Parcels were allocated 100% of the Improvement Area #2 Assessments which equal \$7,540,000; and

- d. The special benefit ($\geq \$7,977,180$) received by Improvement Area #2 Assessed Parcels from the Improvement Area #2 Projects is equal to or greater than the amount of the Improvement Area #2 Assessments (\$7,540,000) levied for the Improvement Area #2 Projects.

D. Annual Collection Costs

The costs of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessments remaining on the Parcels. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments levied on the Assessed Parcels, if such Assessments secure PID Bonds, may exceed the interest rate on the PID Bonds by the Additional Interest Rate. The Additional Interest shall be collected as part of each Annual Installment and deposited and used as described in the Indenture for the applicable series of PID Bonds. No Additional Interest will be charged on the Improvement Area #1 Reimbursement Assessed Parcels.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Master Improvement Area Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Parcel (without the recording of a subdivision plat or creation of units by horizontal condominium regime), the Administrator shall reallocate the Assessment for the Assessed Parcel prior to the division among the newly divided Assessed Parcels 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 Parcel

B = the Assessment for the Assessed Parcel prior to division

C = the assessable acreage of the newly divided Assessed Parcel

D = the sum of the assessable acreage for all of the newly divided Assessed Parcels

2. *Upon Subdivision by a Recorded Subdivision Plat or creation of units by a horizontal condominium regime*

Upon the subdivision of any Assessed Parcel based on a recorded subdivision plat or creation of units by horizontal condominium regime, the Administrator shall reallocate the Assessment for the Assessed Parcel prior to the subdivision among the newly subdivided Lots 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 assessable acreage of all newly subdivided Lots with same Lot Type

D = the sum of the assessable acreage for all of the newly subdivided Lots excluding Non-Benefited Property

E = the number of Lots with same Lot Type

The calculation of the assessable acreage of a parcel shall be performed by the Administrator based on information from the Owner, homebuilders, appraisals, official public records of the County, and any other relevant information regarding the Parcel. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Assessed Parcels shall equal the Assessment for the Assessed Parcel prior to subdivision. The calculation shall be made separately for each newly divided Assessed Parcel. The reallocation of an Assessment for an Assessed Parcel 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 2020 Amended and Restated Service and Assessment Plan approved by the City Council.

B. Reallocation of Improvement Area #1 Assessments and Improvement Area #2 Assessments

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

Upon the division of any Assessed Parcel (without the recording of a subdivision plat or creation of units by horizontal condominium regime), the Administrator shall reallocate the Assessment for the Assessed Parcel prior to the division among the newly divided Assessed Parcels 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 Parcel

B = the Assessment for the Assessed Parcel prior to division

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

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

The calculation of the estimated buildout value of an Assessed Parcel 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 Parcel. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Assessed Parcels shall equal the Assessment for the Assessed Parcel prior to subdivision. The calculation shall be made separately for each newly divided Assessed Parcel. The reallocation of an Assessment for an Assessed Parcel 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 2020 Amended and Restated Service and Assessment Plan approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat or creation of units by a horizontal condominium regime

Upon the subdivision of any Assessed Parcel based on a recorded subdivision plat or creation of units by horizontal condominium regime, the Administrator shall reallocate the Assessment for the Assessed Parcel prior to the subdivision among the newly 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 of the newly subdivided Lots excluding Non-Benefited Property

E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat or creation of units by horizontal condominium regime, 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 Parcel subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Parcel. The reallocation of an Assessment for an Assessed Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

C. 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.

D. Mandatory Prepayment of Assessments

1. *Maximum Assessment Exceeded*

If the Assessment for any Lot Type exceeds the Maximum Assessment on the Maximum Assessment Calculation Date, the owner must partially prepay the Assessment for each Assessed Parcel that exceeds the Maximum Assessment in an amount sufficient to reduce the Assessment to the Maximum Assessment. The owner of a Parcel shall notify the Administrator at least 30 days before the Maximum Assessment Calculation Date so that the Administrator can determine whether a prepayment is required. If a prepayment is required, the Administrator will notify the owner of the Parcel as well as the Owner, and the prepayment must be made prior to subdividing by plat, issuance of a site development permit, or creating units by a horizontal condominium regime.

If a prepayment of an Assessment is due and owing pursuant to the provisions above (including providing the required notice to Owner) and remains unpaid for 90 days after such notice, the City, upon providing written notice to the Owner, may reduce the amount of any related Reimbursement Obligation and the applicable Assessments by a

corresponding amount, provided that such Assessments shall not be reduced to an amount less than any outstanding PID Bonds secured by such Assessments.

2. *Transfer to Exempt Person or Entity*

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

E. Reduction of Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments levied for such Authorized Improvements, the City Council shall reduce each Assessment related to such Authorized Improvements on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Parcels receiving benefit from the Authorized Improvements 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 Rolls and corresponding Annual Installments to reflect the reduced Assessments.

F. Prepayment of Assessments

The owner of the Assessed Parcel may pay, at any time, all or any part of an Assessment in accordance with the PID Act. If an Annual Installment has been billed prior to this 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: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination."

If an Assessment is paid in part, with interest: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service

Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced.

1. Prepayments of Master Improvement Area Assessments

As of the date this 2020 Amended and Restated Service and Assessment Plan, 239 Prepayments in full and one partial Prepayment have been received for the Master Improvement Area Assessments, as shown on **Exhibit U-1**.

2. Prepayments of Improvement Area #1 Assessments

As of the date this 2020 Amended and Restated Service and Assessment Plan, three Prepayments in full have been received for Improvement Area #1 Assessments, as shown on **Exhibit U-2**.

3. Prepayments of Improvement Area #2 Assessments

As of the date this 2020 Amended and Restated Service and Assessment Plan, no Prepayments have been received for Improvement Area #2 Assessments.

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

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

For the Assessed Parcel that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Parcel (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Parcel (the Assessed Parcel less the Taken Property), (the “**Remaining Property**”) following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2020 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below.

By way of illustration, if an owner owns 100 acres of Assessed Parcel subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be

reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment.

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

H. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

No less frequently than annually, 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 an updated Assessment Roll and updated calculations of Annual Installments. Annual Installments shall be reduced by any credits applied under the 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 for any Assessment other than the Improvement Area #1 Reimbursement Assessments claimed as homesteads shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

For any Assessed Parcels other than the Improvement Area #1 Reimbursement Assessed Parcels claimed as homesteads, the sale of an Assessed Parcel for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Assessment against the Assessed Parcel, and the Assessed Parcel may again be sold at a judicial foreclosure sale if the landowner fails to timely pay the Annual Installments as they become due and payable.

To the extent allowed by the law, the City reserves the right to refund PID Bonds in accordance with the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be delinquent if not paid prior to February 1 of the following year.

1. Estimated Annual Installments for Master Improvement Area Assessed Parcels

Exhibit I shows the projected Annual Installments of the Master Improvement Area Assessments, and **Exhibit J-1** through **Exhibit J-10** show the projected Annual Installment for every Master Improvement Area Assessed Parcel.

2. Estimated Annual Installments for Improvement Area #1 Bond Assessed Parcels

Exhibit L shows the projected Annual Installments for Improvement Area #1 Bond Assessed Parcels, and **Exhibit M-1** through **Exhibit M-3** show the projected Annual Installment for Lot Type 1, Lot Type 2, and Lot Type 3.

3. Estimated Annual Installments for Improvement Area #1 Reimbursement Assessed Parcels

Exhibit O shows the projected Annual Installments for Improvement Area #1 Reimbursement Assessed Parcels, and **Exhibit P-1** through **Exhibit P-4** show the projected Annual Installment for Lot Type 4, Lot Type 5, Lot Type 6, and Lot Type 7.

4. Estimated Annual Installments for Improvement Area #2 Assessed Parcels

Exhibit R shows the projected Annual Installments for Improvement Area #2 Assessed Parcels, and **Exhibit S-1** through **Exhibit S-3** show the projected Annual Installment for Lot Type 8, Lot Type 9, and Lot Type 10.

SECTION VII: ASSESSMENT ROLL

The Master Improvement Area Assessment Roll is attached on **Exhibit H**, the Improvement Area #1 Bond Assessment Roll is attached on **Exhibit K**, the Improvement Area #1 Reimbursement Assessment Roll is attached on **Exhibit N**, and the Improvement Area #2 Assessment Roll is attached on **Exhibit Q**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Assessment Rolls as well as the Annual Installments as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installments, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval, to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council for determination. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

B. Amendments

Amendments to this 2020 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with Texas law, including the PID Act. To the extent permitted by the PID Act, this 2020 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Parcels: (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 2020 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 2020 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 2020 Amended and Restated Service and Assessment Plan. Interpretations of this 2020 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 2020 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.

E. Termination of Assessments

Each Assessment shall terminate on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After termination of an Assessment, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination."

LIST OF EXHIBITS

Exhibit A	Description of Land Within District
Exhibit B	Vicinity Map and Concept Plan of District
Exhibit C-1	Whisper Valley Village, Phase 1 Final Plat
Exhibit C-2	Whisper Valley Village, Phase 2 Final Plat
Exhibit D-1	Improvement Area #1 Lot Type Map
Exhibit D-2	Previously Sold Assessed Parcels Map
Exhibit D-3	Improvement Area #2 Lot Type Map
Exhibit E	Cost and Allocation of Authorized Improvements
Exhibit F	Service Plan
Exhibit G	Sources and Uses of Funds
Exhibit H	Master Improvement Area Assessment Roll
Exhibit I	Projected Annual Installments for Master Improvement Area Assessed Parcels
Exhibit J-1	Projected Master Improvement Area Parcel #201773 Annual Installments
Exhibit J-2	Projected Master Improvement Area Parcel #806424 Annual Installments
Exhibit J-3	Projected Master Improvement Area Parcel #806427 Annual Installments
Exhibit J-4	Projected Master Improvement Area Parcel #806428 Annual Installments
Exhibit J-5	Projected Master Improvement Area Parcel #806429 Annual Installments
Exhibit J-6	Projected Master Improvement Area Parcel #806430 Annual Installments
Exhibit J-7	Projected Master Improvement Area Parcel #806431 Annual Installments
Exhibit J-8	Projected Master Improvement Area Parcel #806432 Annual Installments
Exhibit J-9	Projected Master Improvement Area Parcel #858720 Annual Installments
Exhibit J-10	Projected Master Improvement Area Parcel #922965 Annual Installments
Exhibit K	Improvement Area #1 Bond Assessment Roll
Exhibit L	Projected Annual Installments for Improvement Area #1 Bond Assessed Parcels
Exhibit M-1	Projected Lot Type 1 Annual Installments Per Lot
Exhibit M-2	Projected Lot Type 2 Annual Installments Per Lot
Exhibit M-3	Projected Lot Type 3 Annual Installments Per Lot
Exhibit N	Improvement Area #1 Reimbursement Assessment Roll

Exhibit O	Projected Annual Installments for Improvement Area #1 Reimbursement Assessed Parcels
Exhibit P-1	Projected Lot Type 4 Annual Installments Per Lot
Exhibit P-2	Projected Lot Type 5 Annual Installments Per Lot
Exhibit P-3	Projected Lot Type 6 Annual Installments Per Lot
Exhibit P-4	Projected Lot Type 7 Annual Installments Per Lot
Exhibit Q	Improvement Area #2 Assessment Roll
Exhibit R	Projected Annual Installments for Improvement Area #2 Assessed Parcels
Exhibit S-1	Projected Lot Type 8 Annual Installments Per Lot
Exhibit S-2	Projected Lot Type 9 Annual Installments Per Lot
Exhibit S-3	Projected Lot Type 10 Annual Installments Per Lot
Exhibit T-1	Map of Improvement Area #1 Improvements
Exhibit T-2	Map of Improvement Area #2 Improvements
Exhibit U-1	Master Improvement Area Prepayments
Exhibit U-2	Improvement Area #1 Prepayments
Exhibit V	Calculation of Assessment by Lot Type

EXHIBIT A - DESCRIPTION OF LAND WITHIN DISTRICT

2066.284 ACRES
WHISPER VALLEY

FN NO. 10-101(KWA)
MAY 17, 2010
BPI JOB NO. 1758-02

DESCRIPTION

OF 2066.284 ACRES OF LAND OUT OF THE OLIVER BUCKMAN SURVEY NO. 40, ABSTRACT NO. 60; THE JAMES GILLELAND SURVEY NO. 13, ABSTRACT NO. 12; AND THE JOHN BURLESON SURVEY NO. 33, ABSTRACT NO. 5, SITUATED IN TRAVIS COUNTY, TEXAS, BEING THAT CERTAIN 247.156 ACRE TRACT CONVEYED TO CLUB DEAL 120 WHISPER VALLEY, LIMITED PARTNERSHIP, BY DEED OF RECORD IN DOCUMENT NO. 2006152073, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; THOSE CERTAIN 548.08 ACRE, 164.73 ACRE, 72.50 ACRE, 750.533 ACRE, 16.00 ACRE, 165.984 ACRE TRACTS OF LAND CONVEYED TO CLUB DEAL 120 WHISPER VALLEY, LIMITED PARTNERSHIP BY DEED OF RECORD IN DOCUMENT NO. 2006152076 OF SAID OFFICIAL PUBLIC RECORDS; AND THAT CERTAIN 101.46 ACRE TRACT CONVEYED TO CLUB DEAL WHISPER VALLEY, LIMITED PARTNERSHIP, BY DEED OF RECORD IN DOCUMENT NO. 2006231899, OF SAID OFFICIAL PUBLIC RECORDS; SAID 2066.284 ACRES BEING MORE PARTICULARLY DESCRIBED, IN TWO PARTS, BY METES AND BOUNDS AS FOLLOWS:

TRACT I - 1819.188 ACRES

BEGINNING, at a TxDOT Type I concrete monument found in the easterly right-of-way line of F.M. Highway No. 973 (right-of-way varies), at the southwesterly corner of that certain 2.0 acre tract of land conveyed to Lyle and Christine Hutchinson by Deed of record in Volume 13380, Page 393 of the Real Property Records of Travis County, Texas, for the northwesterly corner of said 164.73 acre tract and hereof;

THENCE, leaving said easterly right-of-way line of F.M. Highway No. 973, along the southerly line of said 2.0 acre tract and the southerly line of that certain 10.0 acre tract conveyed to Veterans Land Board of the State of Texas by Deed of record in Volume 7085, Page 418 of the Deed Records of Travis County, Texas, being the northerly line of said 164.73 acre tract, for a portion of the northerly line hereof, the following two (2) courses and distances:

- 1) S58°38'32"E, a distance of 1394.58 feet to a 1/2 inch iron rod with cap set at the southeasterly corner of said 10.0 acre tract, for an angle point;
- 2) N27°26'53"E, a distance of 299.02 feet to a 1/2 inch iron rod with cap set in the southerly line of that certain 100.050 acre tract conveyed to Hen-Ball Investments, L.P., by Deed of Record in Document No. 2004041963 of said Official Public Records, at the northeasterly corner of said 10.0 acre tract, for an angle point;

THENCE, S62°28'22"E, along the southerly line of said 100.050 acre being the northerly line of said 164.73 acre tract, for a portion of the northerly line hereof, a distance of 3702.85 feet to a 1/2 inch iron rod found at the northeasterly corner of said 164.73 acre tract, being an angle point in the northerly line of said 548.08 acre tract, for an angle point;

THENCE, N62°51'29"E, continuing along the southerly line of said 100.050 acre tract, being the northerly line of said 548.08 acre tract, for a portion of the northerly line hereof, a distance of 75.12 feet to a 1/2 inch iron rod found at the southwesterly corner of that certain 196.60 acre tract conveyed to Robert M. Schoolfield, by Deed of record in Volume 13059, Page 427 of the Real Property Records of Travis County, Texas, for an angle point;

THENCE, along the southerly line of said 196.60 acre tract and that certain 90.000 acre tract conveyed to Glad Tidings Assembly of God, Inc., by Deed of Record in Document No. 2004034603 of said Official Public Records, being the northerly lines of said 548.08 acre tract and said 72.50 acre tract, for a portion of the northerly line hereof, the following three (3) courses and distances:

- 1) S62°27'39"E, a distance of 426.01 feet to a 1/2 inch iron rod with cap found at the northwesterly corner of said 72.50 acre tract, for an angle point;
- 2) S62°18'06"E, a distance of 1509.13 feet to a 1/2 inch iron rod with cap set for an angle point;
- 3) S63°32'25"E, a distance of 54.46 feet to a 1/2 inch iron rod with cap found at the northeasterly corner of said 72.50 acre tract, being the northwesterly corner of that certain remainder of 423.32 acre tract conveyed to Ella Louise Lind, by Deed of record in Document No. 1999120186 of said Official Public Records, for an angle point;

THENCE, leaving the southerly line of said 90.000 acre tract, along the westerly line of said remainder of 423.32 acre tract, being the easterly lines of said 72.50 acre tract and said 548.08 acre tract, for a portion of the northerly line hereof, the following two (2) courses and distances:

- 1) S28°11'49"W, a distance of 2098.37 feet to a 1/2 inch iron rod with cap set at the southeasterly corner of said 72.50 acre tract, being the northeasterly corner of said 548.08 acre tract, for an angle point;
- 2) S28°51'16"W, a distance of 924.02 feet to a 1/2 inch iron rod found at an angle point in the northerly line of said 750.533 acre tract, for an angle point;

THENCE, leaving the easterly line of said 548.08 acre tract, along the southerly line of said remainder of 423.32 acre tract, being the northerly line of said 750.533 acre tract, for a portion of the northerly line hereof, the following four (4) courses and distances:

- 1) S61°57'29"E, a distance of 2116.00 feet to a 1/2 inch iron rod found for an angle point;
- 2) N28°16'28"E, a distance of 664.18 feet to a 1/2 inch iron rod with cap set for an angle point;
- 3) S61°55'40"E, a distance of 231.92 feet to a 1/2 inch iron rod with cap set for an angle point;
- 4) S62°13'46"E, a distance of 1383.28 feet to a 1/2 inch iron rod found at the northeasterly corner of said 750.533 acre tract, being in the westerly right-of-way line of Taylor Lane (80' R.O.W.), for the northeasterly corner hereof;

THENCE, along said westerly right-of-way line of Taylor Lane, being the easterly line of said 750.533 acre tract, for a portion of the easterly line hereof, the following three (3) courses and distances:

- 1) Along a non-tangent curve to the left, having a radius of 14701.15 feet, a central angle of 01°22'03", an arc length of 350.85 feet, and a chord of which bears S27°23'38"W, a distance of 350.84 feet to a 1/2 inch iron rod found at the end of said curve;
- 2) S26°39'38" W, a distance of 454.04 feet to a 1/2 inch iron rod found at the beginning of a non-tangent curve to the right;
- 3) Along said curve, having a radius of 93712.13 feet, a central angle of 00°13'16", an arc length of 361.66 feet, and a chord of which bears S26°51'11"W, a distance of 361.66 feet to a 1/2 inch iron rod found at the northeasterly corner of that certain 0.23 acre tract conveyed to Manville Water Supply Corporation, by Deed of record in Volume 12641, Page 1561 of said Real Property Records, for an angle point;

THENCE, leaving said westerly right-of-way line of Taylor Lane, along the northerly, westerly and southerly lines of said 0.23 acre tract, being the easterly line of said 750.533 acre tract, for a portion of the easterly line hereof, the following three (3) courses and distances:

- 1) N62°38'36"W, a distance of 100.15 feet to a 1/2 inch iron rod with cap set at the northwesterly corner of said 0.23 acre tract, for an angle point;

- 2) S26°51'53"W, a distance of 100.15 feet to a 1/2 inch iron rod found at the southwesterly corner of said 0.23 acre tract, for an angle point;
- 3) S62°42'38"E, a distance of 100.29 feet to a 1/2 inch iron rod found at the southeasterly corner of said 0.23 acre tract, being in said westerly right-of-way line of Taylor Lane, for an angle point;

THENCE, along said westerly right-of-way line of Taylor Lane, being the easterly lines of said 750.533 acre tract, said 16.00 acre tract, and said 101.46 acre tract, for a portion of the easterly line hereof, the following thirteen (13) courses and distances:

- 1) Along a non-tangent curve to the right, having a radius of 93712.13 feet, a central angle of 00°16'05", an arc length of 438.39 feet, and a chord of which bears S27°08'46"W, a distance of 438.39 feet to a 1/2 inch iron rod found at the end of said curve;
- 2) S27°15'08"W, a distance of 2556.92 feet to a 1/2 inch iron rod found at the northeasterly corner of said 16.00 acre tract, for an angle point;
- 3) S27°15'21"W, a distance of 10.55 feet to a 1/2 inch iron rod with cap set at a point of curvature of a curve to the left;
- 4) Along said curve, having a radius of 210712.15 feet, a central angle of 00°05'47", an arc length of 354.74 feet, and a chord of which bears S27°12'27"W, a distance of 354.74 feet to a 1/2 inch iron rod found at the point of compound curvature of a curve to the left, being the southeasterly corner of said 16.00 acre tract;
- 5) Along said curve, having a radius of 210712.15 feet, a central angle of 00°05'48", an arc length of 355.36 feet, and a chord of which bears S27°06'46"W, a distance of 355.36 feet to a 1/2 inch iron rod found at the end of said curve, for an angle point;
- 6) S27°06'32"W, a distance of 384.22 feet to a 1/2 inch iron rod found at the beginning of a non-tangent curve to the left;
- 7) Along said curve, having a radius of 21059.69 feet, a central angle of 02°10'54", an arc length of 801.87 feet, and a chord of which bears S25°53'03"W, a distance of 801.82 feet to a 1/2 inch iron rod found at the end of said curve;
- 8) S24°42'43"W, a distance of 338.31 feet to a 1/2 inch iron rod with cap found at the southeasterly corner of said 750.533 acre tract, being the northeasterly corner of said 101.46 acre tract, for an angle point;

- 9) S24°45'18"W, a distance of 89.99 feet to a 1/2 inch iron rod found at the beginning of a non-tangent curve to the right;
- 10) Along said curve, having a radius of 13545.14 feet, a central angle of 02°57'05", an arc length of 697.70 feet, and a chord which bears S26°13'52"W, a distance of 697.63 feet to a 1/2 inch iron rod found at the end of said curve;
- 11) S27°42'26"W, a distance of 240.29 feet to a 1/2 inch iron rod found at an angle point;
- 12) S25°04'23"W, a distance of 99.53 feet to a 1/2 inch iron rod found at an angle point;
- 13) S27°42'26"W, a distance of 1880.80 feet to a calculated point on the approximate centerline of Gilleland Creek, for the southeasterly corner hereof, from which a 1/2 inc iron rod found at an angle point in said westerly right-of-way line bears S27°42'26"W, a distance of 1568.12 feet;

THENCE, leaving said westerly right-of-way line, along the approximate centerline of Gilleland Creek, being the southerly lines of said 101.46 acre tract and said 750.533 acre tract, for a portion of the southerly line hereof, the following ninety-five (95) courses and distances:

- 1) N74°54'22"W, a distance of 72.42 feet to a calculated point, for an angle point;
- 2) S87°27'20"W, a distance of 49.55 feet to a calculated point, for an angle point;
- 3) S72°06'15"W, a distance of 97.73 feet to a calculated point, for an angle point;
- 4) N60°03'23"W, a distance of 55.23 feet to a calculated point, for an angle point;
- 5) N18°05'14"W, a distance of 69.40 feet to a calculated point, for an angle point;
- 6) N01°52'31"W, a distance of 66.51 feet to a calculated point, for an angle point;
- 7) N28°35'56"W, a distance of 40.67 feet to a calculated point, for an angle point;
- 8) N42°15'00"W, a distance of 135.79 feet to a calculated point, for an angle point;
- 9) N27°09'47"W, a distance of 47.76 feet to a calculated point, for an angle point;

- 10) N54°26'56"W, a distance of 39.65 feet to a calculated point,
for an angle point;
- 11) N82°14'06"W, a distance of 65.65 feet to a calculated point,
for an angle point;
- 12) N46°06'32"W, a distance of 27.98 feet to a calculated point,
for an angle point;
- 13) N31°32'58"W, a distance of 27.94 feet to a calculated point,
for an angle point;
- 14) N05°19'44"E, a distance of 48.36 feet to a calculated point,
for an angle point;
- 15) N10°59'18"W, a distance of 42.27 feet to a calculated point,
for an angle point;
- 16) N24°46'37"W, a distance of 31.22 feet to a calculated point,
for an angle point;
- 17) N23°33'56"E, a distance of 48.12 feet to a calculated point,
for an angle point;
- 18) N33°25'00"E, a distance of 53.14 feet to a calculated point,
for an angle point;
- 19) N42°33'43"E, a distance of 50.30 feet to a calculated point,
for an angle point;
- 20) N54°07'33"E, a distance of 95.80 feet to a calculated point,
for an angle point;
- 21) N32°57'27"E, a distance of 36.48 feet to a calculated point,
for an angle point;
- 22) N26°02'14"E, a distance of 41.61 feet to a calculated point,
for an angle point;
- 23) N09°51'27"E, a distance of 76.18 feet to a calculated point,
for an angle point;
- 24) N01°43'45"E, a distance of 37.41 feet to a calculated point,
for an angle point;
- 25) N04°13'11"W, a distance of 45.91 feet to a calculated point,
for an angle point;
- 26) N01°52'49"E, a distance of 41.93 feet to a calculated point,
for an angle point;
- 27) N65°35'42"E, a distance of 94.19 feet to a calculated point,
for an angle point;

- 28) N49°41'41"E, a distance of 50.69 feet to a calculated point, for an angle point;
- 29) N07°41'41"E, a distance of 36.84 feet to a calculated point, for an angle point;
- 30) N27°33'01"W, a distance of 40.07 feet to a calculated point, for an angle point;
- 31) N07°48'42"W, a distance of 36.36 feet to a calculated point, for an angle point;
- 32) N45°41'21"E, a distance of 45.65 feet to a calculated point, for an angle point;
- 33) N58°06'41"E, a distance of 36.66 feet to a calculated point, for an angle point;
- 34) N24°11'14"E, a distance of 42.59 feet to a calculated point, for an angle point;
- 35) N03°38'51"W, a distance of 90.98 feet to a calculated point, for an angle point;
- 36) N47°42'29"W, a distance of 52.22 feet to a calculated point, for an angle point;
- 37) N65°40'01"W, a distance of 94.58 feet to a calculated point, for an angle point;
- 38) N57°18'12"W, a distance of 31.69 feet to a calculated point, for an angle point;
- 39) N75°39'27"W, a distance of 93.87 feet to a calculated point, for an angle point;
- 40) N70°13'14"W, a distance of 44.12 feet to a calculated point, for an angle point;
- 41) N65°05'05"W, a distance of 58.53 feet to a calculated point, for an angle point;
- 42) N59°44'55"W, a distance of 95.73 feet to a calculated point, for an angle point;
- 43) N44°50'55"W, a distance of 106.52 feet to a calculated point, for an angle point;
- 44) N52°53'43"W, a distance of 50.71 feet to a calculated point, for an angle point;
- 45) N71°16'08"W, a distance of 52.52 feet to a calculated point, for an angle point;

- 46) N59°49'47"W, a distance of 38.08 feet to a calculated point,
for an angle point;
- 47) N49°26'58"W, a distance of 86.16 feet to a calculated point,
for an angle point;
- 48) N19°27'23"W, a distance of 45.20 feet to a calculated point,
for an angle point;
- 49) N00°41'47"E, a distance of 41.66 feet to a calculated point,
for an angle point;
- 50) N11°10'31"W, a distance of 60.93 feet to a calculated point,
for an angle point;
- 51) N23°17'44"W, a distance of 71.86 feet to a calculated point,
for an angle point;
- 52) N51°19'43"W, a distance of 30.29 feet to a calculated point,
for an angle point;
- 53) N76°09'03"W, a distance of 31.66 feet to a calculated point,
for an angle point;
- 54) S80°08'05"W, a distance of 62.24 feet to a calculated point,
for an angle point;
- 55) N47°57'06"W, a distance of 55.71 feet to a calculated point,
for an angle point;
- 56) N73°49'25"W, a distance of 56.12 feet to a calculated point,
for an angle point;
- 57) N85°42'01"W, a distance of 31.03 feet to a calculated point,
for an angle point;
- 58) S89°22'20"W, a distance of 59.65 feet to a calculated point,
an angle point;
- 59) N62°45'03"W, a distance of 70.09 feet to a calculated point,
for an angle point;
- 60) N73°41'43"W, a distance of 72.35 feet to a calculated point,
for an angle point;
- 61) N29°34'38"W, a distance of 49.46 feet to a calculated point,
for an angle point;
- 62) N00°31'40"E, a distance of 69.33 feet to a calculated point,
for an angle point;
- 63) N30°48'45"W, a distance of 70.19 feet to a calculated point,
for an angle point;

- 64) N05°32'47"E, a distance of 139.88 feet to a calculated point,
for an angle point;
- 65) N40°28'01"W, a distance of 59.67 feet to a calculated point,
for an angle point;
- 66) S40°32'37"W, a distance of 163.68 feet to a calculated point,
for an angle point;
- 67) N60°13'22"W, a distance of 132.37 feet to a calculated point,
for an angle point;
- 68) N89°15'01"W, a distance of 97.04 feet to a calculated point,
for an angle point;
- 69) N33°17'01"W, a distance of 87.74 feet to a calculated point,
for an angle point;
- 70) N12°20'56"W, a distance of 81.96 feet to a calculated point,
for an angle point;
- 71) N43°37'29"W, a distance of 167.95 feet to a calculated point,
for an angle point;
- 72) N09°29'37"E, a distance of 69.98 feet to a calculated point,
for an angle point;
- 73) N35°37'27"E, a distance of 70.59 feet to a calculated point,
for an angle point;
- 74) N34°52'43"W, a distance of 118.29 feet to a calculated point,
for an angle point;
- 75) N66°14'09"W, a distance of 126.25 feet to a calculated point,
for an angle point;
- 76) N13°02'32"E, a distance of 61.63 feet to a calculated point,
for an angle point;
- 77) N20°02'32"W, a distance of 71.86 feet to a calculated point,
for an angle point;
- 78) N03°06'54"E, a distance of 108.22 feet to a calculated point,
for an angle point;
- 79) N31°49'14"W, a distance of 61.52 feet to a calculated point,
for an angle point;
- 80) S81°43'25"W, a distance of 91.81 feet to a calculated point,
for an angle point;
- 81) S88°09'57"W, a distance of 198.97 feet to a calculated point,
for an angle point;

- 82) N54°58'54"W, a distance of 53.43 feet to a calculated point, for an angle point;
- 83) N32°33'32"E, a distance of 43.54 feet to a calculated point, for an angle point;
- 84) N73°46'59"E, a distance of 65.35 feet to a calculated point, for an angle point;
- 85) N22°07'14"E, a distance of 67.11 feet to a calculated point, for an angle point;
- 86) N01°47'28"E, a distance of 139.30 feet to a calculated point, for an angle point;
- 87) N44°51'12"E, a distance of 147.56 feet to a calculated point, for an angle point;
- 88) N36°10'24"W, a distance of 112.55 feet to a calculated point, for an angle point;
- 89) N41°17'44"E, a distance of 42.83 feet to a calculated point, for an angle point;
- 90) N66°44'37"W, a distance of 218.31 feet to a calculated point, for an angle point;
- 91) S22°41'37"W, a distance of 120.76 feet to a calculated point, for an angle point;
- 92) S59°17'15"W, a distance of 79.96 feet to a calculated point, for an angle point;
- 93) N45°30'19"W, a distance of 109.77 feet to a calculated point, for an angle point;
- 94) N61°10'57"W, a distance of 73.43 feet to a calculated point, for an angle point;
- 95) S86°47'01"W, a distance of 25.00 feet to a calculated point, being an angle point in the northerly line of that certain 137.772 acre tract conveyed to Jennifer Scott Riggs by Deed of Record in Document No. 2003117240 of said Official Public Records, for an angle point;

THENCE, leaving the approximate centerline of Gilleland Creek, along the northerly line of said 137.72 acre tract, being the southerly line of said 750.533 acre tract, for a portion of the southerly line hereof, the following two (2) courses and distances:

- 1) N28°10'51"E, a distance of 206.21 feet to a 1/2 inch iron rod with cap set for an angle point;

- 2) N27°57'39"E, a distance of 698.70 feet to a 1/2 inch iron pipe found at an angle point in the northerly line of said 137.772 acre tract, being in the southerly line of said 165.984 acre tract, for an angle point;

THENCE, continuing along the northerly line of said 137.772 acre tract, being the southerly line of said 165.984 acre tract, for a portion of the southerly line hereof, the following ten (10) courses and distance:

- 1) N62°42'45"W, a distance of 1574.58 feet to a 1/2 inch iron rod with cap set for an angle point;
- 2) N62°30'14"W, a distance of 390.02 feet to a 1/2 inch iron rod with cap set for an angle point;
- 3) N64°21'34"W, a distance of 87.41 feet to a 1/2 inch iron rod with cap set for an angle point;
- 4) N62°45'03"W, a distance of 162.16 feet to 1/2 inch iron rod found for an angle point;
- 5) N62°27'50"W, a distance of 291.49 feet to 1/2 inch iron rod found for an angle point;
- 6) N62°43'58"W, a distance of 298.62 feet to 1/2 inch iron rod found for an angle point;
- 7) N62°39'09"W, a distance of 353.97 feet to 1/2 inch iron rod found for an angle point;
- 8) N62°26'41"W, a distance of 124.59 feet to a 1/2 inch iron rod with cap set for an angle point;
- 9) N62°37'20"W, a distance of 145.41 feet to 1/2 inch iron rod found for an angle point;
- 10) N62°42'19"W, a distance of 414.40 feet to a 5/8 inch iron rod found at the southwesterly corner of said 165.984 acre tract, for the southwesterly corner hereof;

THENCE, N28°01'45"E, in part continuing along the northerly line of said 137.772 acre tract, and in part along the easterly line of that certain 51.937 acre tract conveyed to Helen R. Dressen by Deed of record in Volume 10810, Page 40, of said Real Property Records, being the westerly line of said 165.984 acre tract, for a portion of the westerly line hereof, a distance of 1765.59 feet to a 1/2 inch iron rod with cap set at the northwesterly corner of said 165.984 acre tract, being the southwesterly corner of said 750.533 acre tract, for an angle point;

THENCE, N28°16'57"E, in part continuing along the easterly line of said 51.937 acre tract, and in part along the easterly line of that certain 52.119 acre tract conveyed to James A. Nelson, Jr., by Deed of record in Volume 10810, Page 40, of said Real Property Records, a distance of 1561.57 feet to a 1/2 inch iron rod with cap set at the northeasterly corner of said 52.119 acre tract, being an angle point in the southerly line of said 548.08 acre tract, for an angle point;

THENCE, N62°20'40"W, leaving the westerly line of said 750.533 acre tract, along the northerly line of said 52.119 acre tract, being the southerly line of said 548.08 acre tract, for a portion of the westerly line hereof, a distance of 1454.92 feet to a 1/2 inch iron rod with cap set at the southwesterly corner of said 548.08 acre tract, being the southeasterly corner of that certain 3.85 acre tract of land conveyed to the City of Austin, by Deed of record in Volume 3296, Page 247 of said Deed Records, for an angle point;

THENCE, along the easterly line of said 3.85 acre tract and the easterly and northerly lines of that certain tract conveyed to Anne B. Schryver, Et. Al., by Deed of record in Volume 12870, Page 1684, of said Real Property Records, tract, being the westerly line of said 548.08 acre tract, for a portion of the westerly line hereof, the following three (3) courses and distances:

- 1) N28°21'05"E, a distance of 1605.54 feet to a 1/2 inch iron rod with cap set for an angle point;
- 2) N25°42'21"E, a distance of 245.50 feet to a 1/2 inch iron rod with cap set at the northeasterly corner of said Schryver tract, for an angle point;
- 3) N26°24'30"W, a distance of 1521.86 feet to a 1/2 inch iron rod with cap set at the northwesterly corner of said Schryver tract, being in said easterly right-of-way line of F.M. Highway No. 973, for an angle point;

THENCE, along said easterly right-of-way line of said F.M. Highway No. 973, being the westerly line of said 548.08 acre tract and said 164.73 acre tract, for a portion of the westerly line hereof, the following six (6) courses and distances:

- 1) N28°51'02"E, a distance of 792.97 feet to a 1/2 inch iron rod with cap set for an angle point;
- 2) N23°08'50"E, a distance of 200.99 feet to a concrete monument found at an angle point;
- 3) N29°17'58"E, a distance of 105.40 feet to a concrete monument found at the northwesterly corner of said 548.08 acre tract, being the southwesterly corner of said 164.73 acre tract, for an angle point;

- 4) N27°10'09"E, a distance of 23.58 feet to a TxDOT Type I concrete monument found at the point of curvature of a curve to the left;
- 5) Along said curve, having a radius of 2915.00 feet, a central angle of 22°15'13", an arc length of 1132.18 feet, and a chord of which bears N17°43'23"E, a distance of 1125.08 feet to a TxDOT Type I concrete monument found at the point of tangency of said curve;
- 6) N06°38'03" E, a distance of 311.43 feet to the POINT OF BEGINNING containing an area of 1819.188 acres (79,243,814 square feet) of land, more or less, within these metes and bounds.

TRACT II - 247.096 ACRES

BEGINNING, at a 1/2 inch iron rod with cap found in the easterly right-of-way line of Taylor Lane (80' R.O.W.), at the southwesterly corner of that certain 27.92 acre tract conveyed to Walter S. Chamberlin by Deed of Record in Volume 11795, Page 32 of the Real Property Records of Travis County, Texas, for the northwesterly corner of said 247.156 acre tract and hereof;

THENCE, leaving said easterly right-of-way line of Taylor Lane, along the southerly line of said 27.92 acre tract and that certain 40.90 acre tract conveyed to Travis County, by Deed of record in Document No. 2002153674 of said Official Public Records, for the northerly line of said 247.156 acre tract and hereof, the following three (3) courses and distances:

- 1) S62°19'58"E, a distance of 127.06 feet to a 1/2 inch iron rod found for an angle point;
- 2) S62°40'50"E, a distance of 875.80 feet to a 1/2 inch iron rod with cap set for an angle point;
- 3) S62°45'17"E, a distance of 2396.70 feet to a 1/2 inch iron rod with cap set at the northeasterly corner of said 247.156 acre tract, being the northwesterly corner of that certain 50.024 acre tract conveyed to Terry Masters, by Deed of record in Volume 12137, Page 79, of said Real Property Records, for the northeasterly corner hereof;

THENCE, leaving the southerly line of said 40.90 acre tract, along the westerly and southerly lines of said 52.024 acre tract, being the easterly line of said 247.156 acre tract, for a portion of the easterly line hereof, the following six (6) courses and distances:

- 1) S27°38'37"W, a distance of 1656.72 feet to a 1/2 inch iron rod with cap set for an angle point;

- 2) S26°46'24"W, a distance of 278.40 feet to a 1/2 inch iron rod with cap set for an angle point;
- 3) S26°25'17"W, a distance of 310.86 feet to a 1/2 inch iron rod with cap set for an angle point;
- 4) S24°58'15"W, a distance of 99.44 feet to a wood fence post found for an angle point;
- 5) S62°27'04"E, a distance of 782.06 feet to a 1/2 inch iron rod with cap set for an angle point;
- 6) S62°54'09"E, a distance of 319.90 feet to a 1/2 inch iron rod with cap set in the westerly line of that certain 30.00 acre tract conveyed to The Lundell 1991 Trust, by Deed of record in Volume 11422, Page 436 of said Real Property Records, for an angle point;

THENCE, along the westerly line of said 30.00 acre tract, being the easterly line of said 247.156 acre tract, for a portion of the easterly line hereof, the following four (4) courses and distances:

- 1) S25°09'46"W, a distance of 82.68 feet to a 1/2 inch iron rod with cap set for an angle point;
- 2) S29°40'59"W, a distance of 328.78 feet to a 1/2 inch iron rod with cap set for an angle point;
- 3) S28°45'06"W, a distance of 150.93 feet to a 1/2 inch iron rod with cap set for an angle point;
- 4) S26°44'38"W, a distance of 85.20 feet to a wood fence post found at the northeasterly corner of that certain 130.638 acre tract conveyed to Fannie Ruth Salyer Life Estate, by Deed of record in Document No. 1999019515 of said Official Public Records, for the southeasterly corner of said 247.156 acre tract and hereof;

THENCE, N62°02'23"W, leaving the westerly line of said 30.00 acre tract, along the northerly line of said 130.638 acre tract, for the southerly line of said 247.156 acre tract and hereof, a distance of 4487.32 feet a 1/2 inch iron rod found in said easterly right-of-way line of Taylor Road, at the northwesterly corner of said 130.638 acre tract, for the southwesterly corner of said 247.156 acre tract and hereof;

THENCE, along said easterly right-of-way line of Taylor Lane, being the westerly line of said 247.156 acre tract, for the westerly line hereof, the following four (4) courses and distances:

- 1) N27°14'01"E, a distance of 916.35 feet to a 1/2 inch iron rod found at the beginning of a non-tangent curve to the left;

FN 10-101(KWA)
MAY 17, 2010
PAGE 15 OF 15

- 2) Along said curve, having a radius of 93792.13 feet, a central angle of $00^{\circ}33'01''$, an arc length of 900.84 feet, and a chord of which bears $N26^{\circ}58'54''E$, a distance of 900.83 feet to a 1/2 inch iron rod found at the end of said curve;
- 3) $N26^{\circ}46'57''E$, a distance of 454.27 feet to a 1/2 inch iron rod with cap found at the beginning of a non-tangent curve to the right;
- 4) Along said curve, having a radius of 14621.15 feet, a central angle of $02^{\circ}37'39''$, an arc length of 670.51 feet, and a chord of which bears $N27^{\circ}58'11''E$, a distance of 670.45 feet to the POINT OF BEGINNING containing an area of 247.096 acres (10,763,494 square feet) of land, more or less, within these metes and bounds.

I, ABRAM C. DASHNER, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS DESCRIPTION IS BASED UPON A SURVEY MADE ON THE GROUND BY BURY+PARTNERS, INC. UNDER MY DIRECTION AND SUPERVISION. A SURVEY SKETCH PLAT WAS PREPARED TO ACCOMPANY THIS DESCRIPTION.

BURY & PARTNERS, INC.
ENGINEERS-SURVEYORS
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701


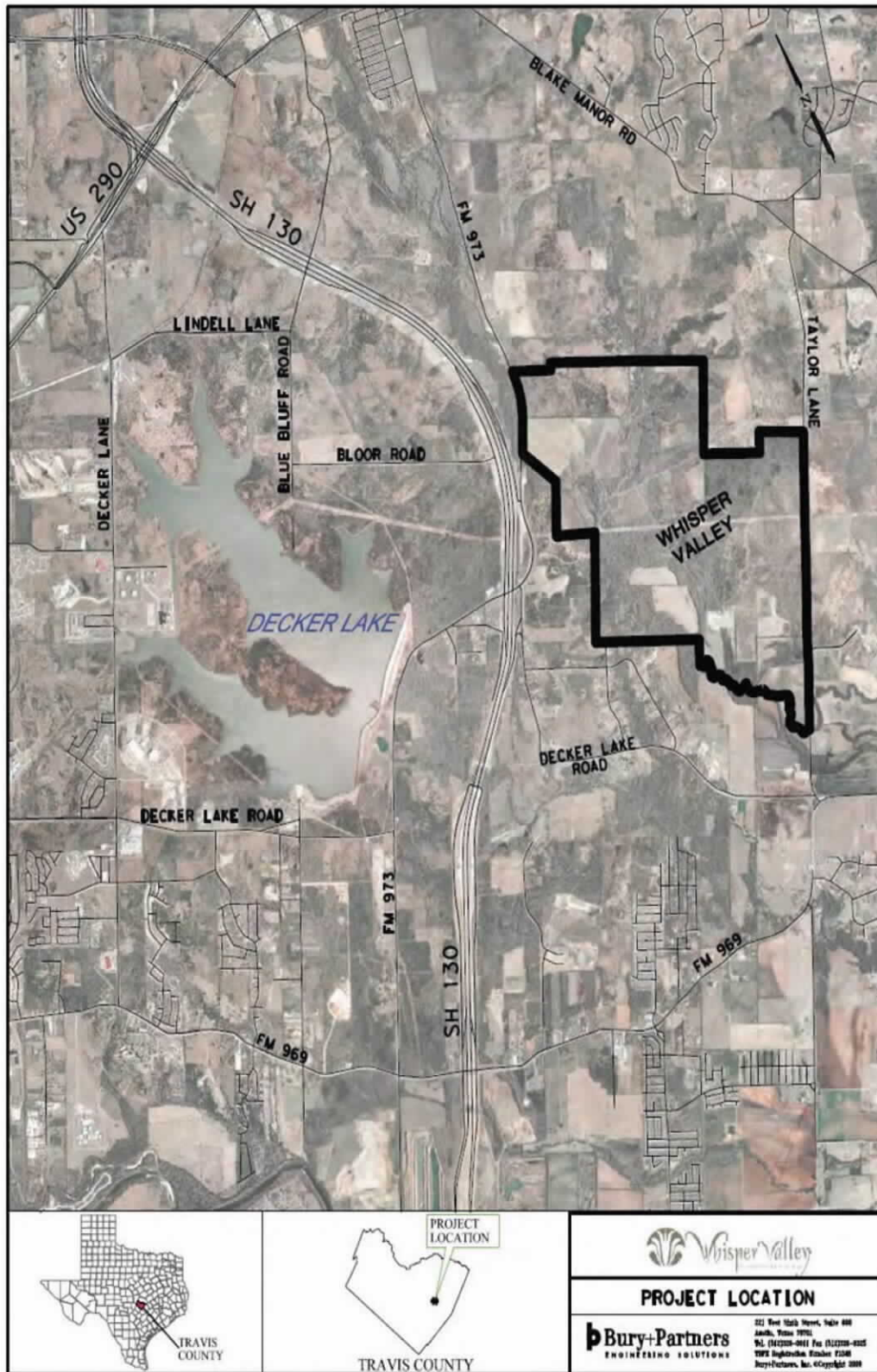

5-17-10
ABRAM C. DASHNER, R.P.L.S.
NO. 5901
STATE OF TEXAS



EXHIBIT B - VICINITY MAP AND CONCEPT PLAN OF DISTRICT



WHISPER VALLEY PUD
 AUSTIN, TEXAS
 PARK IMPROVEMENT PLAN

DATE: 08/10/2011
 DRAWN BY: CDR
 CHECKED BY: JML
 DATE: 11/01/2009
 DATE: 03/06/2010

Scale: 1"=600'-0"

1 of 1

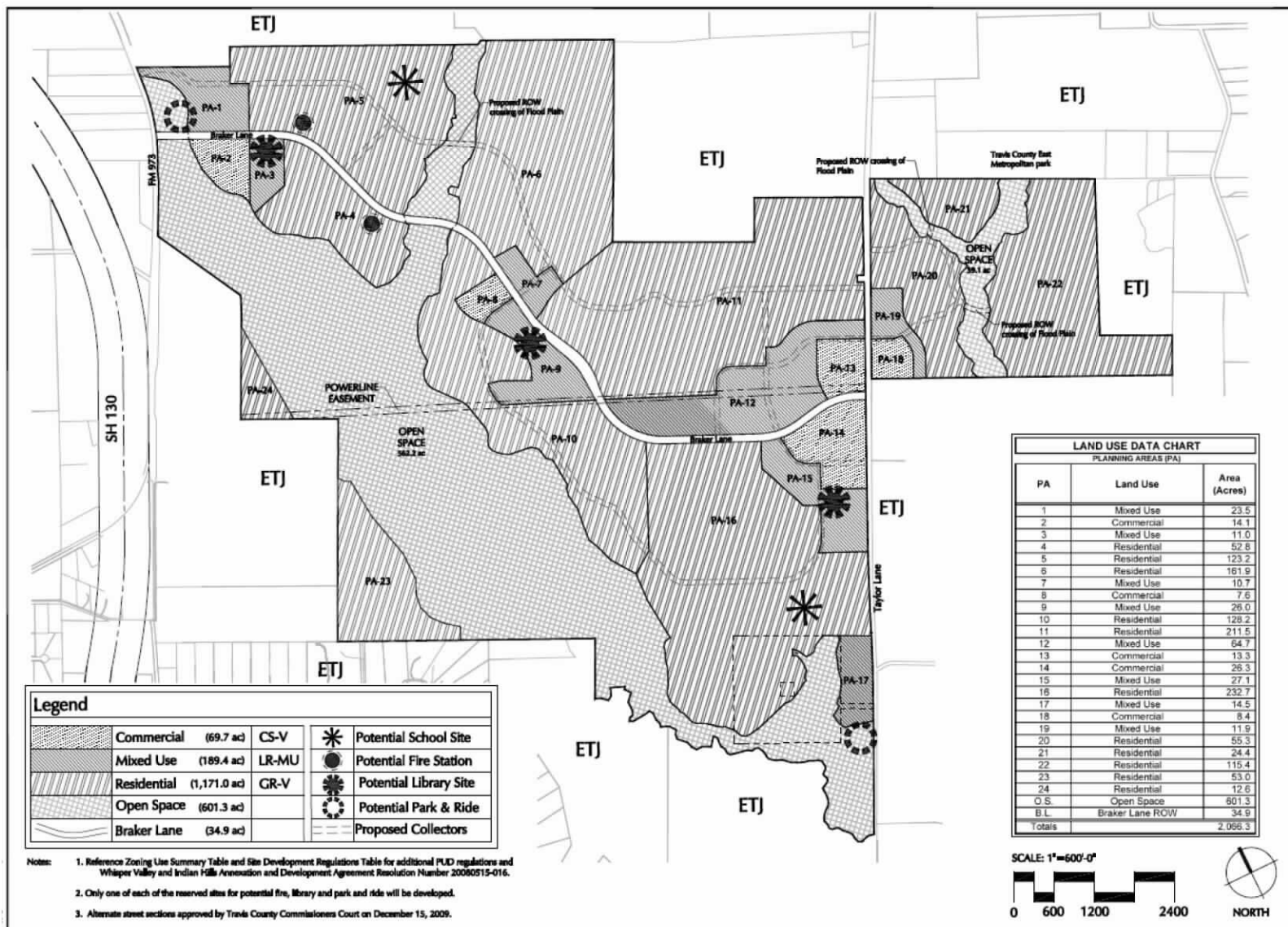


EXHIBIT C-1 – WHISPER VALLEY VILLAGE 1, PHASE 1 FINAL PLAT

WHISPER VALLEY VILLAGE 1, PHASE 1 FINAL PLAT

CONSUMER PROTECTION NOTICE FOR HOMEBUYERS. IF YOU ARE BUYING A LOT IN THIS SUBDIVISION, YOU SHOULD DETERMINE WHETHER THE SUBDIVISION AND THE LAND AROUND IT ARE INSIDE OR OUTSIDE THE CITY LIMITS. THIS CAN AFFECT THE ENJOYMENT AND VALUE OF YOUR HOME. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. THE SUBDIVISION'S RESTRICTIVE COVENANTS MAY CREATE PRIVATELY ENFORCEABLE RESTRICTIONS AGAINST INCOMPATIBLE LAND USES WITHIN THE SUBDIVISION, WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, HOWEVER, OUTSIDE THE CITY LIMITS NEITHER PRIVATE NOR GOVERNMENTAL RESTRICTIONS MAY BE AVAILABLE TO (1) RESTRICT EITHER THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE SUBDIVISION, OR (2) PROHIBIT LAND USES NEAR THE SUBDIVISION THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.



VICINITY MAP
N.T.S.

DATE: MARCH 7, 2014
WHISPER VALLEY VILLAGE 1, PHASE 1 FINAL PLAT
A 257 LOT SUBDIVISION
CONSISTING OF 79.973 ACRES
BURY
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel: (512) 328-0311 Fax: (512) 328-0328
TBP# F-1048 TBP# F-1010700
Copyright © 2014
H:\106980\210\106980010PL3.dwg

SHEET
1
OF 6

REMAINDER CLUB DEAL 120 WHISPER VALLEY, LIMITED PARTNERSHIP 164.73 ACRES DOCUMENT NO. 2006152076 (O.P.R.T.C.)

MATCHLINE SHEET 2

CLUB DEAL 120 WHISPER VALLEY, LIMITED PARTNERSHIP 548.08 ACRES DOCUMENT NO. 2006152076 (O.P.R.T.C.)

BENCHMARK INFORMATION:

ELEVATIONS HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 80) UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK AND ADDITIONALLY REFERENCED TO LCRA GPS CONTROL MONUMENTS AT THE TIME OF THIS SURVEY.

BENCHMARK: LCRA A578 - 3" ALUMINUM DISK ON WEST SIDE OF FM 973 4.2' WEEST NORTHEAST OF FM 968, NORTH OF LOCA GAUGING STATION ON NORTH SIDE OF OLLELAND CREEK, 4.54' NORTHEAST OF A FIRE HYDRANT AND BETWEEN GUARD RAIL AND WIRE FENCE. PUBLISHED ELEV=453.45, SURVEYED ELEV=453.41 (NOT SHOWN)

TEM 254 - 1/2" IRON ROD WITH BLUE CAP STAMPED "BURY" 81802' NORTHEAST OF ALIGNMENT STA 50+00.00' N: 10081761.834 E: 3172724.435 GPS ELEV=479.92'

TEM 255 - 1/2" IRON ROD WITH BLUE CAP STAMPED "BURY" 81402' WEST OF ALIGNMENT STA 36+28.18' N: 10082760.205 E: 3172028.927 GPS ELEV=472.01'

NOTES:

SEE SHEET 4 OF 6 FOR GENERAL LOCATION ALONG BRAKER LAKE R.O.W.

LEGEND

1/2" IRON ROD WITH BURY CAP SET
SIDEWALK
CRITICAL WATER QUALITY ZONE
WATER QUALITY TRANSITION ZONE
PUBLIC UTILITY EASEMENT
CRITICAL ENVIRONMENTAL FEATURE
OPEN SPACE
LANDSCAPE
COMMUNITY AMENITY
OPEN SPACE/PARK
DRAINAGE EASEMENT
WATER QUALITY EASEMENT
WASTEWATER
JOINT USE ACCESS EASEMENT

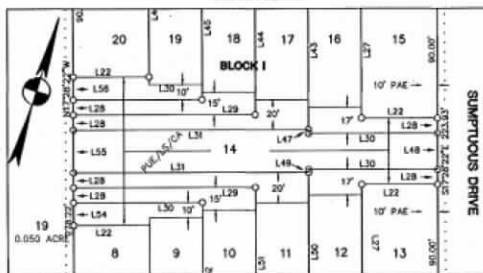
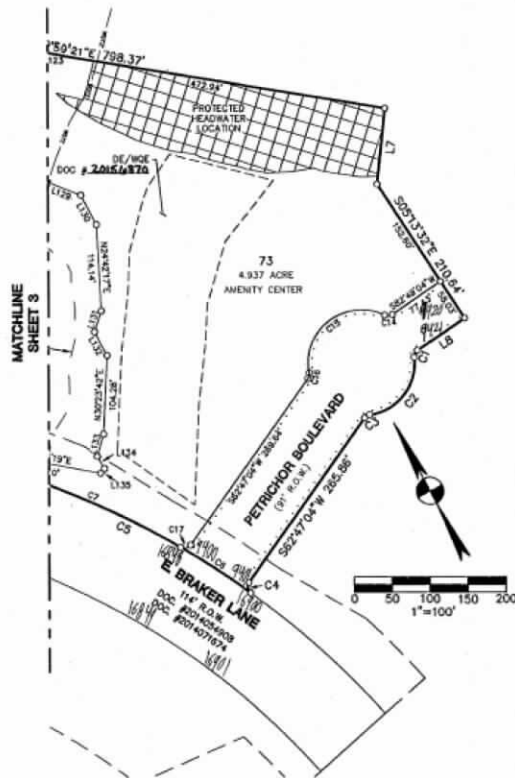
DATE: MARCH 7, 2014

WHISPER VALLEY VILLAGE 1, PHASE 1 FINAL PLAT

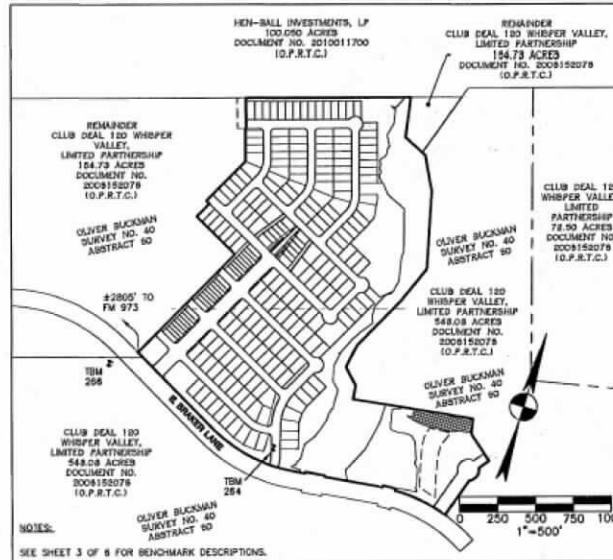
A 257 LOT SUBDIVISION CONSISTING OF 79.973 ACRES

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel: (512) 328-0011 Fax: (512) 328-0025
TSP# # F-1048 TSP# # F-10107500
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WHISPER VALLEY VILLAGE 1, PHASE 1 FINAL PLAT



SHEET
4
OF 6



SUBDIVISION LOCATION MAP

BLOCK A - AREA SUMMARY	
LOTS 1-18, 20-87 SINGLE FAMILY	10.826 ACRES
LOT 19 - OS (OPEN SPACE)	0.050 ACRES
LOT 68 - OS/DE (OPEN SPACE, DRAINAGE EASEMENT)	1.813 ACRES
LOT 69 - OS/P/DE/NOE (OPEN SPACE, PARK, DRAINAGE EASEMENT, WATER QUALITY EASEMENT)	3.704 ACRES
LOT 70 - P/OS/DE (PARK/OPEN SPACE, DRAINAGE EASEMENT)	2.918 ACRES
LOT 71 - P/OS/DE (PARK, OPEN SPACE, DRAINAGE EASEMENT)	11.068 ACRES
LOT 72 - OS/P/DE (OPEN SPACE, PARK, DRAINAGE EASEMENT)	3.454 ACRES
LOT 73 AMENITY CENTER	4.937 ACRES
TOTAL	38.570 ACRES

BLOCK B - AREA SUMMARY	
LOTS 1-10 SINGLE FAMILY	1.730 ACRES
LOT 11 - OS/DE (OPEN SPACE, DRAINAGE EASEMENT)	1.677 ACRES
TOTAL	3.407 ACRES

BLOCK C - AREA SUMMARY	
LOT 1 - OS/DE (OPEN SPACE, DRAINAGE EASEMENT)	0.516 ACRES
TOTAL	0.516 ACRES

BLOCK D - AREA SUMMARY	
LOT 2-12, 14-23 - SINGLE FAMILY	3.620 ACRES
LOT 1 - OS (OPEN SPACE)	0.109 ACRES
LOT 13 - OS (OPEN SPACE)	0.050 ACRES
TOTAL	3.779 ACRES

BLOCK E - AREA SUMMARY	
LOT 1-9 - SINGLE FAMILY	0.855 ACRES
LOT 10 - J/AE/P/DE	0.110 ACRES
TOTAL	0.785 ACRES

BLOCK F - AREA SUMMARY	
LOT 2-11, 13-22 - SINGLE FAMILY	3.304 ACRES
LOT 1 - OS (OPEN SPACE)	0.132 ACRES
LOT 12 - OS (OPEN SPACE)	0.050 ACRES
TOTAL	3.486 ACRES

BLOCK G - AREA SUMMARY	
LOT 1-9 - SINGLE FAMILY	0.855 ACRES
LOT 10 - J/AE/P/DE	0.110 ACRES
TOTAL	0.785 ACRES

BLOCK H - AREA SUMMARY	
LOT 1-8, 11-17 - SINGLE FAMILY	1.833 ACRES
LOT 10 - J/AE/P/DE	0.110 ACRES
TOTAL	1.743 ACRES

BLOCK I - AREA SUMMARY	
LOT 1-8, 8-13, 15-20, 22-35 - SINGLE FAMILY	4.687 ACRES
LOT 14 - P/UE/LS/CA (PUBLIC UTILITY EASEMENT, LANDSCAPE, COMMUNITY AMENITY)	0.147 ACRES
LOT 7 - J/AE/P/DE	0.127 ACRES
LOT 21 - J/AE/P/DE	0.128 ACRES
TOTAL	5.069 ACRES

AREA AND LOT SUMMARY		
BLOCK A	38.570 ACRES	73 LOTS
BLOCK B	3.407 ACRES	11 LOTS
BLOCK C	0.516 ACRES	1 LOTS
BLOCK D	3.779 ACRES	23 LOTS
BLOCK E	0.785 ACRES	10 LOTS
BLOCK F	3.486 ACRES	22 LOTS
BLOCK G	0.785 ACRES	10 LOTS
BLOCK H	1.743 ACRES	17 LOTS
BLOCK I	5.069 ACRES	35 LOTS
BLOCK J	1.574 ACRES	11 LOTS
BLOCK K	3.958 ACRES	28 LOTS
BLOCK L	2.833 ACRES	18 LOTS
TOTAL	79.973 ACRES	287 LOTS

BLOCK J - AREA SUMMARY	
LOT 1-10 - SINGLE FAMILY	1.549 ACRES
LOT 11 - OS (OPEN SPACE)	0.025 ACRES
TOTAL	1.574 ACRES

BLOCK K - AREA SUMMARY	
LOT 1-28 - SINGLE FAMILY	3.958 ACRES
TOTAL	3.958 ACRES

BLOCK L - AREA SUMMARY	
LOT 1-18 - SINGLE FAMILY	2.833 ACRES
TOTAL	2.833 ACRES

STREET - AREA SUMMARY		
BECOMING STREET	0.747 ACRES	682 LF
CHERRY WAY	0.600 ACRES	228 LF
COMELY BEND	0.690 ACRES	644 LF
DALLANCE LANE	1.024 ACRES	850 LF
ENAMORADO DRIVE	.992 ACRES	737 LF
FETCHING AVENUE	1.420 ACRES	1135 LF
GUMMERS ROAD	.803 ACRES	858 LF
LIGHTHEARTED DRIVE	1.215 ACRES	808 LF
WOOLUT PATH	.970 ACRES	1040 LF
PETRICHOR BLVD	1.023 ACRES	480 LF
SUNSHY STREET	.812 ACRES	901 LF
SUMPTUOUS DRIVE	1.033 ACRES	978 LF
WHISPER WILLOW BLVD	2.363 ACRES	1040 LF
TOTAL	13.710 ACRES	10378 LF

DATE: MARCH 7, 2014

WHISPER VALLEY VILLAGE 1, PHASE 1 FINAL PLAT
A 257 LOT SUBDIVISION CONSISTING OF 79.973 ACRES

BURY
221 West Sixth Street, Suite 800
Austin, Texas 78701
Tel: (512) 328-0011 Fax: (512) 328-0325
TSP# F-1048 TSP# F-10107500
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WHISPER VALLEY VILLAGE 1, PHASE 1 FINAL PLAT

LINE TABLE			LINE TABLE			LINE TABLE		
LINE NO	BEARING	DISTANCE	LINE NO	BEARING	DISTANCE	LINE NO	BEARING	DISTANCE
L1	N72°31'38"E	120.00'	L50	S17°28'22"E	105.24'	L101	S20°12'07"W	22.41'
L2	N72°38'22"E	29.15'	L51	S17°28'22"E	100.15'	L102	S20°12'07"W	14.07'
L3	S62°28'22"E	5.01'	L52	S17°28'22"E	95.05'	L103	N84°09'43"W	52.44'
L4	S54°05'45"E	183.01'	L53	S17°28'22"E	85.08'	L104	S34°05'12"W	7.34'
L5	S05°08'58"E	135.98'	L54	N72°38'22"E	14.92'	L105	N86°54'45"W	7.34'
L6	S38°02'28"E	83.45'	L55	N17°28'22"E	28.22'	L106	S82°28'22"E	36.41'
L7	S32°22'12"E	101.81'	L56	N17°28'22"E	15.08'	L107	S43°41'55"E	8.13'
L8	S84°04'04"E	75.45'	L57	S17°28'22"E	20.31'	L108	S01°23'08"W	32.26'
L9	N42°03'20"E	11.98'	L58	S21°17'28"W	50.01'	L109	S13°23'33"W	20.48'
L10	N47°05'40"W	84.17'	L59	S23°31'38"W	97.88'	L110	S64°44'07"W	20.76'
L11	S42°03'20"W	11.98'	L60	S23°31'38"W	97.88'	L111	S14°41'00"W	22.37'
L12	N37°56'46"E	9.33'	L61	S23°31'38"W	27.47'	L112	S32°51'07"W	8.82'
L13	N52°03'41"E	131.50'	L62	S68°08'04"E	65.80'	L113	S47°11'04"E	11.80'
L14	S37°56'46"W	9.33'	L63	N17°28'22"E	25.00'	L114	S13°23'33"W	24.54'
L15	N52°03'41"E	76.36'	L64	S17°28'22"E	20.00'	L115	S41°37'37"W	11.02'
L16	S23°31'38"W	116.01'	L65	N17°28'22"E	115.00'	L116	S87°56'47"W	12.04'
L17	N69°02'24"E	60.17'	L66	N16°22'15"W	141.03'	L117	S87°43'47"E	28.42'
L18	N38°58'22"E	80.28'	L67	S54°05'42"E	58.18'	L118	S57°08'51"W	14.68'
L19	N32°01'17"E	79.83'	L68	S17°28'22"E	58.00'	L119	S40°53'46"W	41.30'
L20	N18°17'47"E	8.12'	L69	N29°03'34"E	51.68'	L120	S68°28'57"W	17.36'
L21	N4°48'20"E	2.12'	L70	S32°51'07"W	26.68'	L121	S23°43'43"E	37.87'
L22	S23°31'38"W	50.00'	L71	S45°07'38"E	58.12'	L122	N48°06'23"W	34.40'
L23	S23°31'38"W	118.00'	L72	S61°54'05"W	58.04'	L123	N68°42'30"E	9.33'
L24	S23°31'38"W	35.00'	L73	S82°28'22"E	88.99'	L124	S73°27'49"W	114.00'
L25	S17°28'22"E	4.92'	L74	S30°03'19"W	13.48'	L125	S80°50'39"E	58.29'
L26	S17°28'22"E	5.08'	L75	S82°28'22"E	45.49'	L126	N10°03'53"W	18.10'
L27	S17°28'22"E	90.00'	L76	N52°03'41"E	151.22'	L127	N41°15'04"W	51.94'
L28	S17°28'22"E	10.00'	L77	N62°03'12"E	32.38'	L128	N67°10'08"W	38.38'
L29	N23°31'38"E	120.00'	L78	N52°03'41"E	44.00'	L129	N41°22'22"E	48.52'
L30	S23°31'38"W	120.00'	L79	S30°03'19"W	16.72'	L130	N60°44'48"E	43.78'
L31	S23°31'38"W	85.00'	L80	S42°56'46"E	27.32'	L131	N45°43'16"E	29.23'
L32	S23°31'38"W	158.00'	L81	S37°56'46"E	35.00'	L132	N64°04'27"W	35.79'
L33	N23°31'38"E	158.00'	L82	N69°27'33"W	21.48'	L133	N43°29'53"E	30.71'
L34	N17°28'22"E	50.00'	L83	N68°03'22"E	9.12'	L134	N23°32'22"E	18.66'
L35	N17°28'22"E	95.00'	L84	S44°01'08"W	14.97'	L135	N67°27'21"E	7.87'
L36	N17°28'22"E	120.00'	L85	S72°04'13"W	58.24'	L136	N58°46'44"E	4.45'
L37	N47°05'40"E	61.00'	L86	S68°31'48"W	52.32'	L137	N47°56'40"W	10.80'
L38	S17°28'22"E	7.03'	L87	S67°13'18"W	8.01'	L138	N17°28'18"W	27.47'
L39	S17°28'22"E	20.20'	L88	S45°22'02"W	44.32'	L139	N17°28'18"W	27.23'
L40	S17°28'22"E	120.00'	L89	S55°17'07"W	6.51'	L140	N72°31'38"E	50.00'
L41	S17°28'22"E	120.00'	L90	N80°53'04"W	9.18'	L141	N17°28'22"W	30.00'
L42	N23°31'38"E	120.00'	L91	S42°39'55"W	4.38'			
L43	S17°28'22"E	7.38'	L92	S27°36'38"W	5.32'			
L44	S17°28'22"E	99.83'	L93	S01°15'07"W	3.93'			
L45	S17°28'22"E	104.79'	L94	S83°43'45"W	8.93'			
L46	S17°28'22"E	84.92'	L95	N80°47'14"W	11.48'			
L47	S17°28'22"E	2.51'	L96	S42°04'03"W	48.33'			
L48	S17°28'22"E	33.87'	L97	S21°03'07"W	14.68'			
L49	N17°28'22"W	1.78'	L98	N44°02'28"W	11.93'			
			L99	S61°53'07"W	28.80'			
			L100	S32°25'44"W	9.87'			

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
C1	10.82'	10.00'	60°49'25"	10.12'	S52°42'23"W
C2	106.86'	88.63'	88°02'32"	98.25'	S65°25'32"W
C3	8.04'	10.00'	46°04'20"	7.82'	S55°49'14"W
C4	15.58'	10.00'	88°08'18"	14.04'	S18°13'05"W
C5	377.69'	1114.00'	19°25'32"	375.68'	N36°04'00"W
C6	108.13'	1114.00'	5°36'48"	108.08'	N29°09'37"W
C7	268.58'	1114.00'	13°48'48"	267.91'	N38°52'23"W
C8	37.81'	1114.00'	1°56'41"	37.81'	N01°04'34"W
C9	614.71'	987.00'	35°41'03"	604.82'	S34°14'07"E
C10	24.00'	987.17'	1°25'30"	24.00'	S46°03'06"E
C11	70.63'	987.82'	4°05'48"	70.61'	S44°10'36"E
C12	443.78'	987.00'	25°45'37"	440.03'	S29°14'58"E
C13	10.82'	10.00'	60°49'25"	10.12'	N68°48'13"W
C14	158.07'	70.00'	126°55'40"	125.25'	N01°03'37"W
C15	8.04'	10.00'	46°04'20"	7.82'	S39°44'54"W
C16	14.97'	10.00'	45°45'15"	13.51'	S74°52'32"E
C17	38.78'	25.00'	88°54'17"	35.02'	N00°00'00"
C18	33.25'	25.00'	90°00'00"	35.36'	N62°28'22"E
C19	165.33'	25.00'	42°09'06"	161.82'	S38°32'54"E
C20	52.02'	225.00'	131°44'48"	91.90'	S42°05'40"E
C21	61.31'	225.00'	15°36'43"	61.12'	S38°31'31"E
C22	52.02'	225.00'	131°47'35"	92.08'	S25°06'40"E
C23	38.70'	25.00'	88°41'01"	34.95'	S15°16'33"E
C24	8.39'	25.00'	19°13'50"	8.35'	S00°00'42"E
C25	30.31'	25.00'	89°27'31"	28.49'	S09°40'12"E
C26	44.14'	151.00'	18°45'01"	43.99'	S37°26'04"E
C27	14.96'	14.00'	57°31'43"	13.47'	N74°34'28"E
C28	15.86'	15.00'	58°25'14"	15.18'	N21°54'49"E
C29	81.57'	209.00'	18°53'48"	81.35'	N37°29'58"E
C30	11.05'	321.00'	1°58'18"	11.05'	N30°56'43"E
C31	31.60'	321.00'	9°38'24"	31.59'	N33°51'04"E
C32	243.53'	321.00'	43°28'00"	237.72'	N50°47'38"E
C33	94.78'	321.00'	18°54'41"	94.41'	N45°07'39"E
C34	88.30'	321.00'	17°39'11"	88.51'	N62°24'38"E
C35	7.23'	321.00'	11°23'25"	7.23'	N71°52'36"E
C36	18.18'	25.00'	43°58'43"	18.71'	N85°30'00"W
C37	158.94'	50.00'	180°08'08"	99.98'	N24°21'48"E
C38	134.21'	50.00'	153°47'38"	97.40'	S39°43'31"W
C39	24.73'	50.00'	28°20'27"	24.48'	N51°29'33"W
C40	20.74'	25.00'	47°32'38"	20.15'	N41°53'41"W
C41	39.27'	25.00'	90°00'00"	35.38'	S27°31'38"W
C42	15.09'	25.00'	36°52'12"	15.81'	S00°57'44"W
C43	23.18'	25.00'	53°07'48"	22.38'	S45°57'44"W
C44	39.27'	25.00'	90°00'00"	35.38'	N63°28'22"W
C45	23.18'	25.00'	53°07'48"	22.38'	N80°54'23"W
C46	18.09'	25.00'	36°52'12"	15.81'	N35°42'27"W
C47	32.30'	25.00'	74°01'04"	30.12'	N19°30'17"E
C48	163.78'	379.00'	24°45'33"	162.51'	N44°08'00"E
C49	38.66'	25.00'	88°17'24"	35.14'	N76°25'37"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
C55	4.00'	175.00'	1°19'39"	4.00'	S58°15'30"E
C56	128.50'	175.00'	41°28'54"	123.85'	S38°11'49"E
C57	80.00'	175.00'	28°13'07"	79.38'	S44°29'11"E
C58	42.47'	175.00'	13°54'16"	42.36'	S24°25'29"E
C59	39.27'	25.00'	90°00'00"	35.38'	S27°31'38"W
C60	23.18'	25.00'	53°07'48"	22.38'	S45°57'44"W
C61	18.09'	25.00'	36°52'12"	15.81'	S00°57'44"W
C62	39.27'	25.00'	90°00'00"	35.38'	N63°28'22"W
C63	23.18'	25.00'	53°07'48"	22.38'	N80°54'27"W
C64	18.09'	25.00'	36°52'12"	15.81'	N35°42'27"W
C65	39.27'	25.00'	90°00'00"	35.38'	S27°31'38"W
C66	10.54'	379.00'	1°35'36"	10.54'	S71°43'50"W
C67	40.12'	25.00'	91°37'11"	35.95'	S63°05'27"E
C68	39.27'	25.00'	90°00'00"	35.38'	N27°31'38"E
C69	18.09'	25.00'	36°52'12"	15.81'	N00°57'44"E
C70	23.18'	25.00'	53°07'48"	22.38'	N45°57'44"E
C71	39.27'	25.00'	90°00'00"	35.38'	N63°28'22"E
C72	23.18'	25.00'	53°07'48"	22.38'	N80°54'27"E
C73	18.09'	25.00'	36°52'12"	15.81'	S35°54'27"W
C74	18.17'	25.00'	43°58'44"	18.71'	S04°30'00"W
C75	158.94'	50.00'	180°08'08"	99.98'	S44°35'41"E
C76	44.80'	50.00'	151°23'20"	43.30'	S00°48'43"W
C77	40.18'	50.00'	48°07'30"	38.09'	S47°58'43"E
C78	81.23'	50.00'	70°09'50"	57.47'	N73°58'37"E
C79	12.70'	50.00'	14°33'28"	12.67'	N31°38'59"E
C80	21.03'	25.00'	48°17'23"	20.41'	N48°25'47"E
C81	21.03'	25.00'	48°17'23"	20.41'	N63°22'40"E
C82	182.64'	50.00'	186°32'07"	99.80'	N27°31'38"E
C83	56.22'	50.00'	64°25'43"	53.31'	N72°03'29"E
C84	92.07'	50.00'	109°30'33"	79.40'	N12°34'54"W
C85	21.00'	25.00'	48°07'44"	20.39'	N41°35'50"W
C86	39.27'	25.00'	90°00'00"	35.38'	S27°31'38"E
C87	181.56'	205.00'	45°08'13"	157.41'	N49°57'01"E
C88	14.03'	205.00'	3°50'20"	14.03'	N70°33'58"E
C89	50.00'	205.00'	13°58'28"	49.88'	N81°37'04"E
C90	50.00'	205.00'	13°58'28"	49.88'	N47°38'35"E
C91	47.53'	205.00'	13°18'46"	47.42'	N34°00'50"E
C92	21.03'	25.00'	48°17'22"	20.41'	S51°37'20"W
C93	7.05'	25.00'	16°09'40"	7.05'	N87°38'11"E
C94	13.88'	25.00'	52°05'43"	13.79'	N43°32'30"E
C95	158.94'	50.00'	180°08'08"	99.98'	N19°21'02"W
C96	48.44'	50.00'	58°38'03"	47.45'	N47°23'20"E
C97	24.77'	50.00'	28°23'09"	24.52'	N44°52'24"E
C98	38.29'	50.00'	32°28'22"	37.92'	S88°47'35"W
C99	56.44'	50.00'	64°48'34"	53.49'	S41°38'27"E
C100	19.19'	24.58'	44°43'20"	18.71'	N84°28'43"W
C101	39.27'	25.00'	90°00'00"	35.38'	S17°28'22"E
C102	23.18'	25.00'	53°07'48"	22.38'	S35°54'27"E
C103	18.09'	25.00'	36°52'12"	15.81'	S00°57'44"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
C106	121.73'	155.00'	44°59'51"	118.63'	S50°01'34"W

WHISPER VALLEY VILLAGE 1, PHASE 1 FINAL PLAT

STATE OF TEXAS)
COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS)

THAT CLUB DEAL 120 WHISPER VALLEY L.P., A TEXAS GENERAL PARTNERSHIP, BY TAURUS OF TEXAS ACTING BY AND THROUGH DOUGLAS GILLILAND, BEING THE OWNER OF THAT CERTAIN 79.973 ACRES OF LAND OUT OF THE CLIVER BUCKMAN SURVEY NO. 40, ABSTRACT NO. 50 SITUATED IN TRAVIS COUNTY, TEXAS, SAID 79.973 ACRES BEING A PORTION OF THAT CERTAIN 164.73 ACRE TRACT AND THAT CERTAIN 548.08 ACRE TRACT BOTH AS CONVEYED TO CLUB DEAL 120 WHISPER VALLEY LIMITED PARTNERSHIP BY DEED OF RECORD IN DOCUMENT NO. 2008152078 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 79.973 ACRES OF LAND PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AND TITLE 30 OF THE CODE OF THE CITY OF AUSTIN IN ACCORDANCE WITH THE ATTACHED PLAT TO BE KNOWN AS "WHISPER VALLEY VILLAGE 1, PHASE 1 FINAL PLAT", AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS HEREON, SUBJECT TO ANY EASEMENT PREVIOUSLY GRANTED BUT NOT RELEASED.

Douglas Gilliland 10/02/14
DOUGLAS GILLILAND, DATE
CLUB DEAL 120 WHISPER VALLEY L.P.,
C/O TAURUS OF TEXAS
9285 HUNTINGTON SQUARE
NORTH RICHLAND HILLS, TEXAS 76180

STATE OF TEXAS)

COUNTY OF TRAVIS)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 2 DAY OF October, 2014, by Douglas Gilliland, known to me to be the person whose name is subscribed to the foregoing instrument and HAS ACKNOWLEDGED TO ME THAT FOREGOING INSTRUMENT WAS EXECUTED FOR THE PURPOSES THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 2 DAY OF October, 2014 A.D.

Julie Cella
JULIE CELLA
NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS

FLOOD PLAIN NOTE:

A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE RATE MAP (FIRM) NO. 48453C2405, DATED SEPTEMBER 26, 2008 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

ENGINEER'S CERTIFICATION:

I, MICHAEL A. GIANNETTA, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CODE OF 2002, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Michael A. Giannetta 9/30/14
MICHAEL A. GIANNETTA, P.E.
TEXAS REGISTRATION NO. 115248
BURY-AUS, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

SURVEYOR'S CERTIFICATION:

I, JOHN T. BILNOSKI, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH TITLE 30 OF THE AUSTIN CODE OF 2002, AS AMENDED, AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

John T. Bilnoski 9/30/14
JOHN T. BILNOSKI, R.P.L.S.
TEXAS REGISTRATION NO. 4998
BURY-AUS, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

GENERAL NOTES: (CONTINUED)

30. ALL LOTS SHALL HAVE A 10-FOOT WIDE PUBLIC UTILITY EASEMENT MEASURED FROM THE RIGHT-OF-WAY ALONG STREET PRIORITIES.

GENERAL NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER SYSTEM.
2. THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER AND WASTEWATER UTILITY PLANS MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. ALL WATER AND WASTEWATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.
3. ALL STREETS, DRAINAGE, SEWERLINES, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN STANDARDS.
4. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER SUCH STRUCTURES ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY CITY OF AUSTIN/TRANS COUNTY.
5. PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITY.
6. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
7. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AND AS SHOWN BY DOTTED LINE ON THE FACE OF THE PLAT: BECOMING STREET, CHERRY WAY, COMELY BEND, DALLANCE LANE, ENAMORADO DRIVE, FETTING AVENUE, GUNNING ROAD, LIGHTHEARTED DRIVE, MOONBOLT PATH, PETERBORO BLVD, SLEANNY STREET, SLEANNY DRIVE, WHISPER WILLOW BLVD. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHDRAWING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
8. BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH CITY OF AUSTIN ZONING ORDINANCE REQUIREMENTS, AS MODIFIED BY CITY OF AUSTIN ORDINANCE NO. 20100828-028.
9. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLACING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
10. THE OWNER HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. THE OWNER WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
11. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE ACCESS TO THE LOT WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND Ongoing MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING, AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
12. ANY ELECTRIC UTILITY ACTIVITY INSIDE THE SUBDIVISION SHALL BE INCLUDED UNDER THE DEVELOPMENT PERMIT.
13. ANY RELOCATION OF ELECTRIC FACILITIES SHALL BE AT OWNERS EXPENSE.
14. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
15. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS. PURSUANT TO THE TERMS OF A SUBDIVISION IMPROVEMENTS AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED September 26, 2014, THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL IMPROVEMENTS HEREIN AND TO SERVE THE LOTS WITHIN THE SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE SUBDIVISION IMPROVEMENTS AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE SEPARATE INSTRUMENT RECORDED IN DOCUMENT NO. 2008041829, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
16. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, PURSUANT TO THE CITY OF AUSTIN LAND DEVELOPMENT CODE AND THE ENVIRONMENTAL CRITERIA MANUAL.
17. ALL LOTS SHALL HAVE SEPARATE SEWER TAPS, SEPARATE WATER METERS, AND THEIR RESPECTIVE PRIVATE WATER AND WASTEWATER SERVICE LINES SHALL BE POSITIONED OR LOCATED IN A MANNER THAT WILL NOT CROSS LOT LINES.
18. THE WATER AND/OR WASTEWATER EASEMENTS INDICATED ON THIS PLAT ARE FOR THE PURPOSE OF CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, UPGRADE, DECOMMISSIONING AND REMOVAL OF WATER AND/OR WASTEWATER FACILITIES AND APPURTENANCES, NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, RETAINING WALLS, TREES OR OTHER STRUCTURES ARE PERMITTED IN WATER AND/OR WASTEWATER EASEMENTS EXCEPT AS APPROVED BY THE CITY OF AUSTIN AND TRAVIS COUNTY TEXAS.
19. ALL ADDRESSES FOR RESIDENTIAL LOTS UTILIZING A FLAG LOT DESIGN MUST BE DISPLAYED AT THEIR CLOSEST POINT OF ACCESS TO A PUBLIC STREET FOR EMERGENCY RESPONDERS.
20. ALL NON-RESIDENTIAL LOTS ARE RESTRICTED TO NON-RESIDENTIAL USES, AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. SEE TABLES ON SHEET 4 FOR A LIST OF NON-RESIDENTIAL LOTS.
21. WATER/WASTEWATER PROVIDED BY AUSTIN WATER UTILITY. ELECTRIC PROVIDED BY BLUEBONNET.
22. PARKLAND DEDICATION REQUIREMENTS HAVE BEEN SATISFIED PURSUANT TO THE PUD ORDINANCE #20100828-028 AND THE WHISPER VALLEY MASTER PARKLAND AGREEMENT.
23. ALL ALLEYS WILL BE PRIVATELY MAINTAINED BY THE OWNER OR PROPERTY OWNERS ASSOCIATION WHILE THE SUBDIVISION ROADS ARE MAINTAINED BY TRAVIS COUNTY. THE CITY OF AUSTIN WILL ASSUME MAINTENANCE RESPONSIBILITY FOR THE ALLEYS AT THE TIME OF ANNEXATION OF THE PROPERTY.
24. THE ALLEYS WILL MEET THE FOLLOWING CONDITIONS AS DEFINED IN THE PUD ORDINANCE NO. 20100828-028:
a. ALLEYS WILL BE PART OF A JOINT USE ACCESS EASEMENT
b. BUILDINGS ADJACENT TO THE ALLEYS ARE LIMITED TO THREE (3) STORES
c. ALLEYS ARE NOT INTENDED FOR FIRE PROTECTION ACCESS
d. LOTS WILL BE DESIGNED TO MEET FIRE PROTECTION CODE REQUIREMENTS FOR INTERIOR STAIRWAYS (WHEN FEASIBLE), ACCESS HOSE LENGTH, AND FIRE HYDRANT LOCATIONS
e. SHOWOFF FROM ESPDZT AND FIRE MARSHALL IS REQUIRED AT PRELIMINARY PLAN REVIEW
f. ADEQUATE OFF-STREET PARKING FOR VISITORS WILL BE PROVIDED
g. FLAG LOTS WITH A MINIMUM WIDTH OF 10 FEET MAY ONLY BE USED WITH LOTS UTILIZING ALLEY AND FRONTING ON COMMON OPEN SPACE
h. ON LOTS FRONTING ON COMMON OPEN SPACE, EACH FLAG WILL CONNECT TO A PUBLIC STREET THROUGH THE COMMON OPEN SPACE.

GENERAL NOTES: (CONTINUED)

25. AN ADMINISTRATIVE VARIANCE WAS GRANTED WITH CB-2013-0224 FOR CUT/FILL UP TO 12 FEET ASSOCIATED WITH THE WATER QUALITY AND/OR DETENTION FACILITIES.
26. AN ADMINISTRATIVE VARIANCE WAS GRANTED WITH CB-2013-0224 FOR CUT/FILL UP TO 8 FEET IN UPLAND AREAS.
27. AN ADMINISTRATIVE VARIANCE WAS GRANTED WITH CB-2013-0224 FOR CONSTRUCTION ON SLOPES GREATER THAN 10%.
28. ACCESS EASEMENT DOCUMENT NO. 2015012106 IS BEING PROVIDED WITH THIS PLAT TO RESERVE THE FUTURE CONNECTION TO LOUBARDY LOOP AS SHOWN ON THE EASTWOODS PRELIMINARY PLAN.
29. A WATER FIRM FROM 1.2.4(E)(4)(D) WAS GRANTED ON NOVEMBER 13, 2014 COMMISSIONERS' COURT RESOLUTION.

IN APPROVING THIS PLAT, THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS' COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

CITY CERTIFICATIONS:

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE Unincorporated Areas OF THE CITY OF AUSTIN ON THIS 28 DAY OF October, 2014.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, PLANNING & DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS 28 DAY OF October, 2014 A.D.

Greg Quenneville
GREG QUENNEVILLE, DIRECTOR
PLANNING & DEVELOPMENT REVIEW DEPARTMENT

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING & PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS 28 DAY OF October, 2014.

Betty Baker *Cynthia Banks*
BETTY BAKER, CHAIRPERSON CYNTHIA BANKS, SECRETARY

STATE OF TEXAS)

COUNTY OF TRAVIS)

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 14th DAY OF December, 2014 A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DAILY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF THE OFFICE OF THE COUNTY CLERK, THIS 14th DAY OF December, 2014 A.D.
Dana Debeavor
DANA DEBEAUVOR, CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS)

COUNTY OF TRAVIS)

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 14th DAY OF December, 2014 A.D., AT 1:05 O'CLOCK P.M., ONLY RECORDED ON THE 21st DAY OF January, 2015 A.D., AT 11:05 O'CLOCK A.M. OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 201506024 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF THE OFFICE OF THE COUNTY CLERK, THIS 21st DAY OF January, 2015 A.D.
Dana Debeavor
DANA DEBEAUVOR, CLERK
TRAVIS COUNTY, TEXAS

DEPUTY, COUNTY CLERK
TRAVIS COUNTY, TEXAS
M. MITCHELL
DATE: MARCH 7, 2014
WHISPER VALLEY VILLAGE 1, PHASE 1 FINAL PLAT
A 257 LOT SUBDIVISION
CONSISTING OF 79.973 ACRES



SHEET
6
OF 8

EXHIBIT C-2 – WHISPER VALLEY VILLAGE 1, PHASE 2 FINAL PLAT

04-18-2020

\$210.00

2020 00061

WHISPER VALLEY VILLAGE 1, PHASE 2 FINAL PLAT

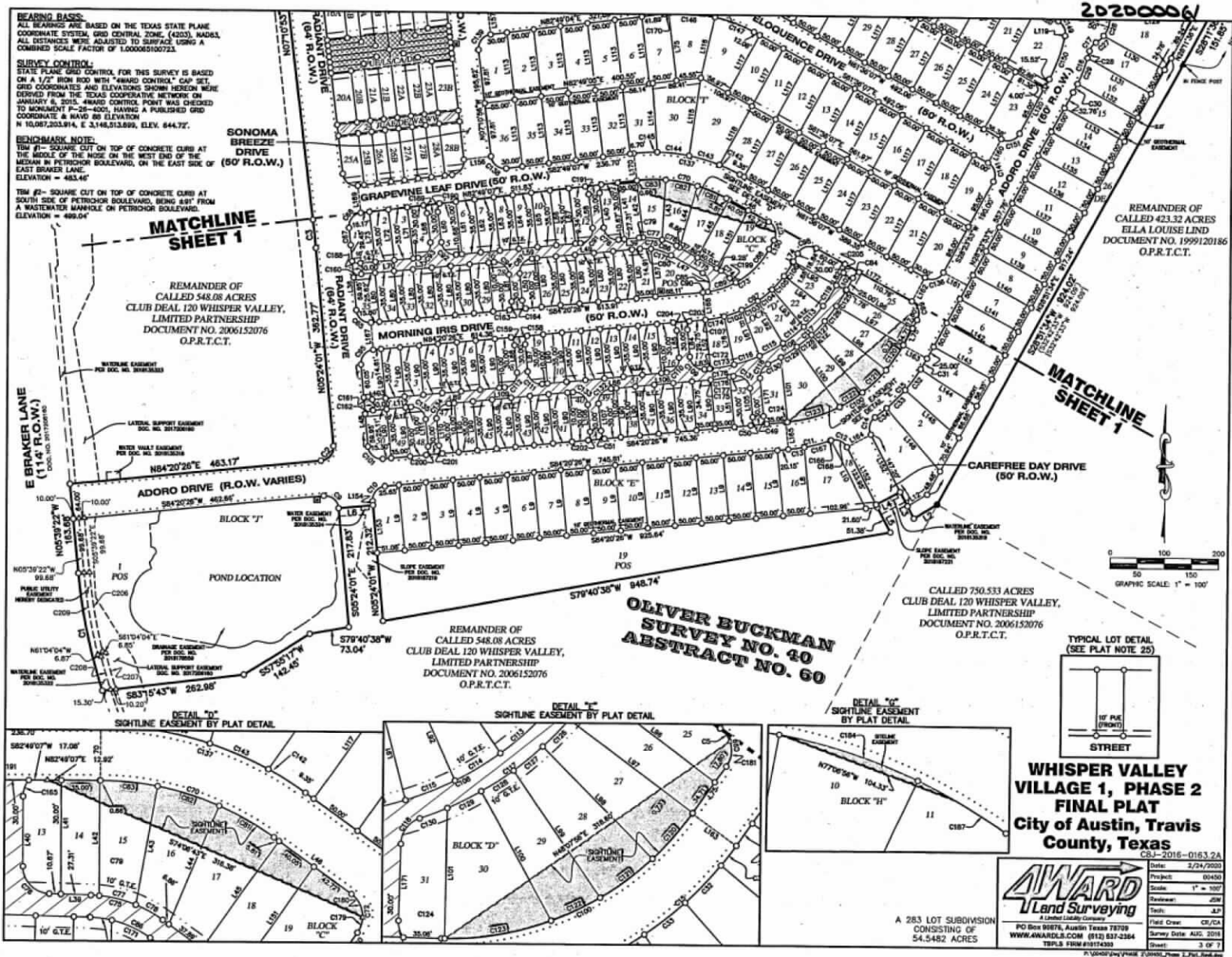
CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

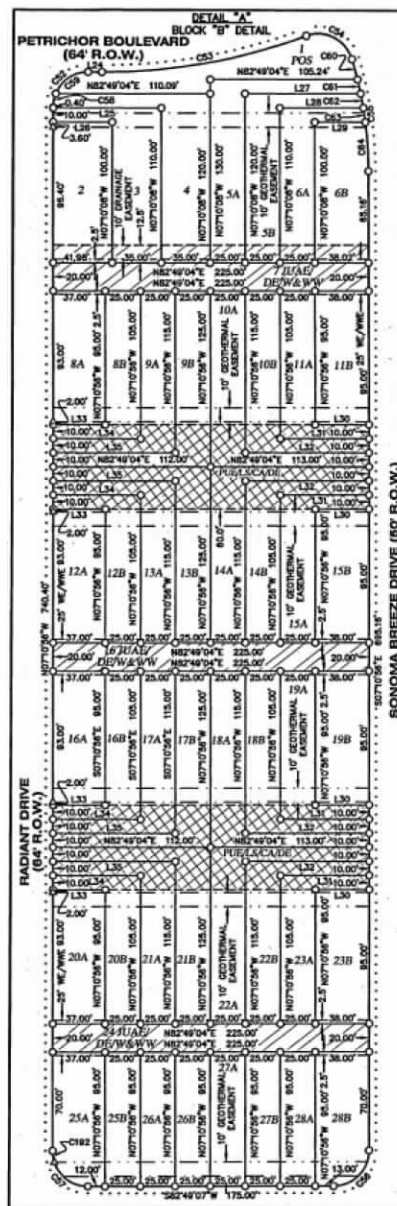
IF YOU ARE BUYING A LOT IN THIS SUBDIVISION, YOU SHOULD DETERMINE WHETHER THE SUBDIVISION AND THE LAND AROUND IT ARE INSIDE OR OUTSIDE THE CITY LIMITS. THIS CAN AFFECT THE ENJOYMENT AND VALUE OF YOUR HOME. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. THE SUBDIVISION'S RESTRICTIVE COVENANTS MAY CREATE PRIVATELY ENFORCEABLE RESTRICTIONS AGAINST INCOMPATIBLE LAND USES WITHIN THE SUBDIVISION, WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, HOWEVER, OUTSIDE THE CITY LIMITS NEITHER PRIVATE NOR GOVERNMENTAL RESTRICTIONS MAY BE AVAILABLE TO (1) RESTRICT EITHER THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE SUBDIVISION, OR (2) PROHIBIT LAND USES NEAR THE SUBDIVISION THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

**WHISPER VALLEY
VILLAGE 1, PHASE 2
FINAL PLAT
City of Austin, Travis
County, Texas**

A 283 LOT SUBDIVISION
CONSISTING OF
54.5482 ACRES

AWARD Land Surveying		CSJ-2016-0163.2A	
		Date: 2/24/2020	
Project: 00450		Sheet: 1 of 1	
Scale: 1" = 50'		North Arrow: 89°	
Elev: 4.2'		Field Date: 02/24/20	
PO Box 80874, Austin Texas 78709		Survey Date: AUG 2018	
WWW.AWARDLS.COM (512) 537-2384		Sheet: 1 of 1	
TSP13 FROM #1514306			





BLOCK A - AREA SUMMARY

LOT 1 SINGLE FAMILY	0.2343 ACRE(S)
LOT 2 SINGLE FAMILY	0.1636 ACRE(S)
LOT 3 SINGLE FAMILY	0.2077 ACRE(S)
LOT 4 SINGLE FAMILY	0.2156 ACRE(S)
LOT 5 SINGLE FAMILY	0.2785 ACRE(S)
LOT 6 POS	0.0687 ACRE(S)
LOT 7 - JUNE/POE/DE	0.0618 ACRE(S)
TOTAL	1.7512 ACRE(S)

BLOCK B - AREA SUMMARY

LOT 1 POS	0.0950 ACRE(S)
LOT 2 SINGLE FAMILY	0.0964 ACRE(S)
LOT 3 SINGLE FAMILY	0.1140 ACRE(S)
LOT 4 SINGLE FAMILY	0.0980 ACRE(S)
LOT 5A SINGLE FAMILY	0.0823 ACRE(S)
LOT 5B SINGLE FAMILY	0.0712 ACRE(S)
LOT 6B SINGLE FAMILY	0.0867 ACRE(S)
LOTS 7, 16, 24	JUNE/DE/PAVE/DE
LOT 21 SINGLE FAMILY	0.1033 ACRE(S)
LOTS 8A, 12A, 16A, 20A	0.0607 ACRE(S)
LOTS 8B, 12B, 16B, 20B	0.0686 ACRE(S)
LOTS 8A, 12A, 16A, 20A	0.0602 ACRE(S)
LOTS 8B, 12B, 16B, 20B	0.0917 ACRE(S)
LOTS 10A, 14A, 18A, 22A	0.0919 ACRE(S)
LOTS 10B, 14B, 18B, 22B	0.0605 ACRE(S)
LOTS 11A, 15A, 19A, 23A	0.0690 ACRE(S)
LOTS 11B, 15B, 19B, 23B	0.0629 ACRE(S)
LOT 25A SINGLE FAMILY	0.0778 ACRE(S)
LOTS 25B, 26A, 26B, 27A, 27B, 28A	0.0545 ACRE(S)
LOT 28B SINGLE FAMILY	0.0798 ACRE(S)
TOTAL	4.1140 ACRE(S)

BLOCK C - AREA SUMMARY

LOT 1 SINGLE FAMILY	0.0837 ACRE(S)
LOT 2 SINGLE FAMILY	0.0741 ACRE(S)
LOT 3 SINGLE FAMILY	0.0749 ACRE(S)
LOT 4 SINGLE FAMILY	0.0716 ACRE(S)
LOT 5 SINGLE FAMILY	0.0734 ACRE(S)
LOT 6 SINGLE FAMILY	0.0775 ACRE(S)
LOT 7 SINGLE FAMILY	0.0783 ACRE(S)
LOT 8 SINGLE FAMILY	0.0790 ACRE(S)
LOT 9 SINGLE FAMILY	0.0796 ACRE(S)
LOT 10 SINGLE FAMILY	0.0805 ACRE(S)
LOT 11 SINGLE FAMILY	0.0813 ACRE(S)
LOT 12 SINGLE FAMILY	0.0782 ACRE(S)
LOT 13 SINGLE FAMILY	0.0798 ACRE(S)
LOT 14 SINGLE FAMILY	0.0840 ACRE(S)
LOT 15 SINGLE FAMILY	0.1088 ACRE(S)
LOT 16 SINGLE FAMILY	0.1227 ACRE(S)
LOT 17 SINGLE FAMILY	0.1384 ACRE(S)
LOT 18 SINGLE FAMILY	0.1109 ACRE(S)
LOT 19 SINGLE FAMILY	0.1795 ACRE(S)
LOT 20 P OPEN SPACE	0.1431 ACRE(S)
LOT 21 SINGLE FAMILY	0.0720 ACRE(S)
LOTS 22-26, 29-34	0.0723 ACRE(S)
LOTS 27-28	0.0687 ACRE(S)
LOT 35 SINGLE FAMILY	0.0805 ACRE(S)
LOT 36 JUNE/POE/DE	0.4949 ACRE(S)
LOT 37 ALLEY	0.0723 ACRE(S)
TOTAL	3.4768 ACRE(S)

BLOCK D - AREA SUMMARY

LOT 1 SINGLE FAMILY	0.0784 ACRE(S)
LOTS 2-7, 10-15, 34-36, 41-46, 49	0.0723 ACRE(S)
LOTS 16, 18, 38, 40, 42, 45	0.0687 ACRE(S)
LOT 17 SINGLE FAMILY	0.0702 ACRE(S)
LOT 18 SINGLE FAMILY	0.0810 ACRE(S)
LOT 19 SINGLE FAMILY	0.0864 ACRE(S)
LOT 20 SINGLE FAMILY	0.0857 ACRE(S)
LOT 21 SINGLE FAMILY	0.0652 ACRE(S)
LOT 22 SINGLE FAMILY	0.0682 ACRE(S)
LOT 23 SINGLE FAMILY	0.0783 ACRE(S)
LOT 24 SINGLE FAMILY	0.0638 ACRE(S)
LOT 25 SINGLE FAMILY	0.1302 ACRE(S)
LOT 26 SINGLE FAMILY	0.1130 ACRE(S)
LOT 27 SINGLE FAMILY	0.1405 ACRE(S)
LOT 28 SINGLE FAMILY	0.1506 ACRE(S)
LOT 29 SINGLE FAMILY	0.1343 ACRE(S)
LOT 30 SINGLE FAMILY	0.1848 ACRE(S)
LOT 31 SINGLE FAMILY	0.1062 ACRE(S)
LOT 32 SINGLE FAMILY	0.0710 ACRE(S)
LOT 33 SINGLE FAMILY	0.0728 ACRE(S)
LOT 34 SINGLE FAMILY	0.0794 ACRE(S)
LOT 31 JUNE/POE/DE	0.7003 ACRE(S)
TOTAL	4.8604 ACRE(S)

BLOCK E - AREA SUMMARY

LOT 1 SINGLE FAMILY	0.1309 ACRE(S)
LOTS 2-10 SINGLE FAMILY	0.1377 ACRE(S)
LOT 11 SINGLE FAMILY	0.1381 ACRE(S)
LOT 12 SINGLE FAMILY	0.2224 ACRE(S)
LOT 13 SINGLE FAMILY	0.0630 ACRE(S)
LOT 14 POS	1.8588 ACRE(S)
TOTAL	4.3480 ACRE(S)

BLOCK F - AREA SUMMARY

LOT 1 SINGLE FAMILY	0.2351 ACRE(S)
LOT 2 SINGLE FAMILY	0.1868 ACRE(S)
LOT 3 SINGLE FAMILY	0.1649 ACRE(S)
LOT 4 SINGLE FAMILY	0.1460 ACRE(S)
LOT 5 SINGLE FAMILY	0.1405 ACRE(S)
LOT 6 SINGLE FAMILY	0.1410 ACRE(S)
LOT 7 SINGLE FAMILY	0.1415 ACRE(S)
LOT 8 SINGLE FAMILY	0.1419 ACRE(S)
LOT 9 SINGLE FAMILY	0.1424 ACRE(S)
LOT 10 SINGLE FAMILY	0.1428 ACRE(S)
LOT 11 SINGLE FAMILY	0.1433 ACRE(S)
LOT 12 SINGLE FAMILY	0.1438 ACRE(S)
LOT 13 SINGLE FAMILY	0.1442 ACRE(S)
LOT 14 SINGLE FAMILY	0.1447 ACRE(S)
LOT 15 SINGLE FAMILY	0.1452 ACRE(S)
LOT 16 SINGLE FAMILY	0.1482 ACRE(S)
LOT 17 SINGLE FAMILY	0.1544 ACRE(S)
LOT 18 SINGLE FAMILY	0.2245 ACRE(S)
LOT 19 SINGLE FAMILY	0.3094 ACRE(S)
LOT 20 SINGLE FAMILY	0.1857 ACRE(S)
LOT 21 SINGLE FAMILY	0.1573 ACRE(S)
LOTS 22-23 SINGLE FAMILY	0.1645 ACRE(S)
LOT 24 SINGLE FAMILY	0.1642 ACRE(S)
LOT 25 POS	0.0400 ACRE(S)
LOT 26 DE	0.6418 ACRE(S)
TOTAL	4.6777 ACRE(S)

BLOCK G - AREA SUMMARY

LOT 1 POS	0.0330 ACRE(S)
LOT 2 SINGLE FAMILY	0.1375 ACRE(S)
LOTS 3-7 SINGLE FAMILY	0.6885 ACRE(S)
LOT 8 SINGLE FAMILY	0.1562 ACRE(S)
LOT 9 SINGLE FAMILY	0.1558 ACRE(S)
LOT 10 SINGLE FAMILY	0.1570 ACRE(S)
LOT 11 SINGLE FAMILY	0.1578 ACRE(S)
LOT 12 SINGLE FAMILY	0.1673 ACRE(S)
LOT 13 POS	2.9368 ACRE(S)
TOTAL	4.5920 ACRE(S)

BLOCK H - AREA SUMMARY

LOT 1, 43 SINGLE FAMILY	0.1520 ACRE(S)
LOTS 2-6, 37-42	0.1410 ACRE(S)
LOT 9 SINGLE FAMILY	0.1708 ACRE(S)
LOT 10 SINGLE FAMILY	0.1750 ACRE(S)
LOT 11 SINGLE FAMILY	0.1821 ACRE(S)
LOTS 12-21, 24-32	0.1377 ACRE(S)
LOT 22 SINGLE FAMILY	0.2125 ACRE(S)
LOT 23 SINGLE FAMILY	0.1860 ACRE(S)
LOT 33 SINGLE FAMILY	0.1575 ACRE(S)
LOT 34 SINGLE FAMILY	0.1872 ACRE(S)
LOT 35 SINGLE FAMILY	0.1806 ACRE(S)
LOT 36 SINGLE FAMILY	0.1723 ACRE(S)
TOTAL	8.3778 ACRE(S)

BLOCK I - AREA SUMMARY

LOTS 1, 36 SINGLE FAMILY	0.1520 ACRE(S)
LOTS 2-7, 32-35	0.1410 ACRE(S)
LOT 8 SINGLE FAMILY	0.1792 ACRE(S)
LOT 9 SINGLE FAMILY	0.1966 ACRE(S)
LOTS 10-15, 21-27	0.1377 ACRE(S)
LOTS 18, 20 SINGLE FAMILY	0.1484 ACRE(S)
LOT 28 SINGLE FAMILY	0.1385 ACRE(S)
LOT 29 SINGLE FAMILY	0.2451 ACRE(S)
LOT 30 SINGLE FAMILY	0.2253 ACRE(S)
LOT 31 SINGLE FAMILY	0.1506 ACRE(S)
TOTAL	5.3467 ACRE(S)

AREA AND LOT TABLE

BLOCK A	1.7512 ACRES	7 LOTS
BLOCK B	4.1140 ACRES	51 LOTS
BLOCK C	3.4768 ACRES	36 LOTS
BLOCK D	4.8603 ACRES	51 LOTS
BLOCK E	4.3480 ACRES	19 LOTS
BLOCK F	4.6777 ACRES	26 LOTS
BLOCK G	4.5920 ACRES	13 LOTS
BLOCK H	8.3778 ACRES	43 LOTS
BLOCK I	5.3467 ACRES	36 LOTS
BLOCK J	3.2639 ACRES	1 LOT
TOTAL	42.8112 ACRES	283 LOTS

BLOCK J - AREA SUMMARY

LOT 1 POS	3.2639 ACRE(S)
TOTAL	3.2639 ACRE(S)

STREET - AREA SUMMARY

PETRICHOR BOULEVARD	0.6079 ACRE(S)	407.8 LF	64' ROW	44' FOC-FOC
EVENING CANYON STREET	1.4339 ACRE(S)	1,258.4 LF	50' ROW	30' FOC-FOC
ELOQUENCE DRIVE	1.1830 ACRE(S)	1,101.1 LF	50' ROW	30' FOC-FOC
GRAPEVINE LEAF DRIVE	1.3830 ACRE(S)	1,187.4 LF	50' ROW	30' FOC-FOC
MORNING BRIS DRIVE	0.9628 ACRE(S)	908.4 LF	50' ROW	30' FOC-FOC
ADORO DRIVE	2.8321 ACRE(S)	2,289.0 LF	ROW VARIES	FOC VARIES
CAREFREE DAY DRIVE	0.1888 ACRE(S)	164.5 LF	50' ROW	30' FOC-FOC
SONOMA BREEZE DRIVE	1.0330 ACRE(S)	885.4 LF	50' ROW	30' FOC-FOC
RADIANT DRIVE	1.8244 ACRE(S)	1,347.5 LF	64' ROW	44' FOC-FOC
DEMARE DRIVE	0.2171 ACRE(S)	188.3 LF	64' ROW	44' FOC-FOC
TOTAL	11.7370 ACRE(S)	9,736.6 LF		

WHISPER VALLEY VILLAGE 1, PHASE 2 FINAL PLAT
City of Austin, Travis County, Texas

CBJ-2016-0163.2A
Date: 2/24/2018
Project: 0040
Scale: 1" = 50'
Revised: JWH
Tech: JWH
Field Crew: CH/CA
Survey Date: AUG. 2016
Drawn: JWH
A 283 LOT SUBDIVISION
CONSISTING OF
54.5482 ACRES

AWARD
Land Surveying
A Licensed Land Survey Company
PO Box 18876, Austin Texas 78718
WWW.AWARDLANDSURVEYING.COM (512) 557-2584
TRPLS FROM 110174000

LINE TABLE		
LINE #	DIRECTION	LOCATION
L362	2023.21327	30.007
L363	2023.21327	30.007
L364	2023.21327	30.007
L365	2023.21327	30.007
L366	2023.21327	30.007
L367	2023.21327	30.007
L368	2023.21327	30.007
L369	2023.21327	30.007
L370	2023.21327	30.007
L371	2023.21327	30.007
L372	2023.21327	30.007
L373	2023.21327	30.007
L374	2023.21327	30.007
L375	2023.21327	30.007
L376	2023.21327	30.007
L377	2023.21327	30.007
L378	2023.21327	30.007
L379	2023.21327	30.007
L380	2023.21327	30.007
L381	2023.21327	30.007
L382	2023.21327	30.007
L383	2023.21327	30.007
L384	2023.21327	30.007
L385	2023.21327	30.007
L386	2023.21327	30.007
L387	2023.21327	30.007
L388	2023.21327	30.007
L389	2023.21327	30.007
L390	2023.21327	30.007



GMR #	GMR TABLE			
	LOAN#	BLN	MO/AM	DATE
C001	3137	31007	07/23/2017	2016
C002	3137	31007	07/23/2017	18859
C003	3137	31007	07/24/2017	2016
C004	3137	31007	07/24/2017	2016
C005	3137	31007	07/24/2017	51382
C006	3137	31007	07/24/2017	60719
C007	3137	31007	07/24/2017	56470
C008	3137	31007	07/24/2017	56470
C009	3137	31007	07/24/2017	11818
C010	3137	31007	07/24/2017	11818
C011	3137	31007	07/24/2017	11818
C012	3137	31007	07/24/2017	11818
C013	3137	31007	07/24/2017	11818
C014	3137	31007	07/24/2017	11818
C015	3137	31007	07/24/2017	11818
C016	3137	31007	07/24/2017	11818
C017	3137	31007	07/24/2017	11818
C018	3137	31007	07/24/2017	11818
C019	3137	31007	07/24/2017	11818
C020	3137	31007	07/24/2017	11818
C021	3137	31007	07/24/2017	11818
C022	3137	31007	07/24/2017	11818
C023	3137	31007	07/24/2017	11818
C024	3137	31007	07/24/2017	11818
C025	3137	31007	07/24/2017	11818
C026	3137	31007	07/24/2017	11818
C027	3137	31007	07/24/2017	11818
C028	3137	31007	07/24/2017	11818
C029	3137	31007	07/24/2017	11818
C030	3137	31007	07/24/2017	11818
C031	3137	31007	07/24/2017	11818
C032	3137	31007	07/24/2017	11818
C033	3137	31007	07/24/2017	11818
C034	3137	31007	07/24/2017	11818
C035	3137	31007	07/24/2017	11818
C036	3137	31007	07/24/2017	11818
C037	3137	31007	07/24/2017	11818
C038	3137	31007	07/24/2017	11818
C039	3137	31007	07/24/2017	11818
C040	3137	31007	07/24/2017	11818
C041	3137	31007	07/24/2017	11818
C042	3137	31007	07/24/2017	11818
C043	3137	31007	07/24/2017	11818
C044	3137	31007	07/24/2017	11818
C045	3137	31007	07/24/2017	11818
C046	3137	31007	07/24/2017	11818
C047	3137	31007	07/24/2017	11818
C048	3137	31007	07/24/2017	11818
C049	3137	31007	07/24/2017	11818
C050	3137	31007	07/24/2017	11818
C051	3137	31007	07/24/2017	11818
C052	3137	31007	07/24/2017	11818
C053	3137	31007	07/24/2017	11818
C054	3137	31007	07/24/2017	11818
C055	3137	31007	07/24/2017	11818
C056	3137	31007	07/24/2017	11818
C057	3137	31007	07/24/2017	11818
C058	3137	31007	07/24/2017	11818
C059	3137	31007	07/24/2017	11818
C060	3137	31007	07/24/2017	11818
C061	3137	31007	07/24/2017	11818
C062	3137	31007	07/24/2017	11818
C063	3137	31007	07/24/2017	11818
C064	3137	31007	07/24/2017	11818
C065	3137	31007	07/24/2017	11818
C066	3137	31007	07/24/2017	11818
C067	3137	31007	07/24/2017	11818
C068	3137	31007	07/24/2017	11818
C069	3137	31007	07/24/2017	11818
C070	3137	31007	07/24/2017	11818
C071	3137	31007	07/24/2017	11818
C072	3137	31007	07/24/2017	11818
C073	3137	31007	07/24/2017	11818
C074	3137	31007	07/24/2017	11818
C075	3137	31007	07/24/2017	11818
C076	3137	31007	07/24/2017	11818
C077	3137	31007	07/24/2017	11818
C078	3137	31007	07/24/2017	11818
C079	3137	31007	07/24/2017	11818
C080	3137	31007	07/24/2017	11818
C081	3137	31007	07/24/2017	11818
C082	3137	31007	07/24/2017	11818
C083	3137	31007	07/24/2017	11818
C084	3137	31007	07/24/2017	11818
C085	3137	31007	07/24/2017	11818
C086	3137	31007	07/24/2017	11818
C087	3137	31007	07/24/2017	11818
C088	3137	31007	07/24/2017	11818
C089	3137	31007	07/24/2017	11818
C090	3137	31007	07/24/2017	11818
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C094	3137	31007	07/24/2017	11818
C095	3137	31007	07/24/2017	11818
C096	3137	31007	07/24/2017	11818
C097	3137	31007	07/24/2017	11818
C098	3137	31007	07/24/2017	11818
C099	3137	31007	07/24/2017	11818
C100	3137	31007	07/24/2017	11818

**WHISPER
VILLAGE 1,
FINAL 1**
City of A
Travis Coun

CBJ-2016-0163.2A

Travis County, Texas

WARD
Land Surveying

A Limited Liability Company

PO Box 1808, Austin Texas 78718
979.444.0425 & 512.357.2254
T979.444.0425 & 512.357.2254

TRAVIS COUNTY, TEXAS

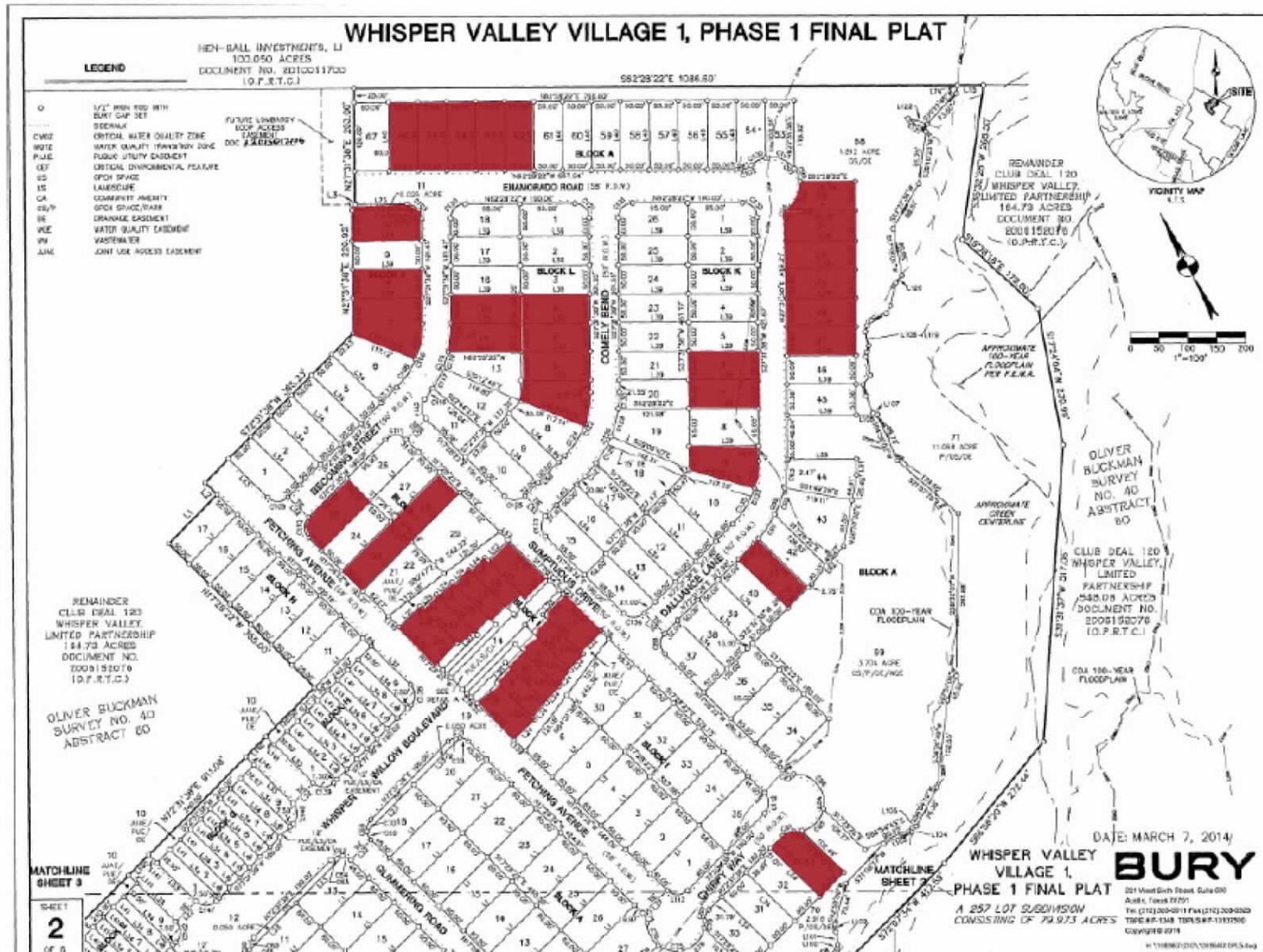
Date	3/24/2020
Tract No.	000450
Acres	1.00
Section	1
Township	10N
Range	12N
County	AY
State	TX
Field Date	03/24/20
Survey Date	03/24/20
Survey	AC OF 1
Shed	6 OF 7

EXHIBIT D-1 - IMPROVEMENT AREA #1 LOT TYPE MAP

Whisper Rising at Whisper Valley



EXHIBIT D-2 – PREVIOUSLY SOLD ASSESSED PARCELS MAP



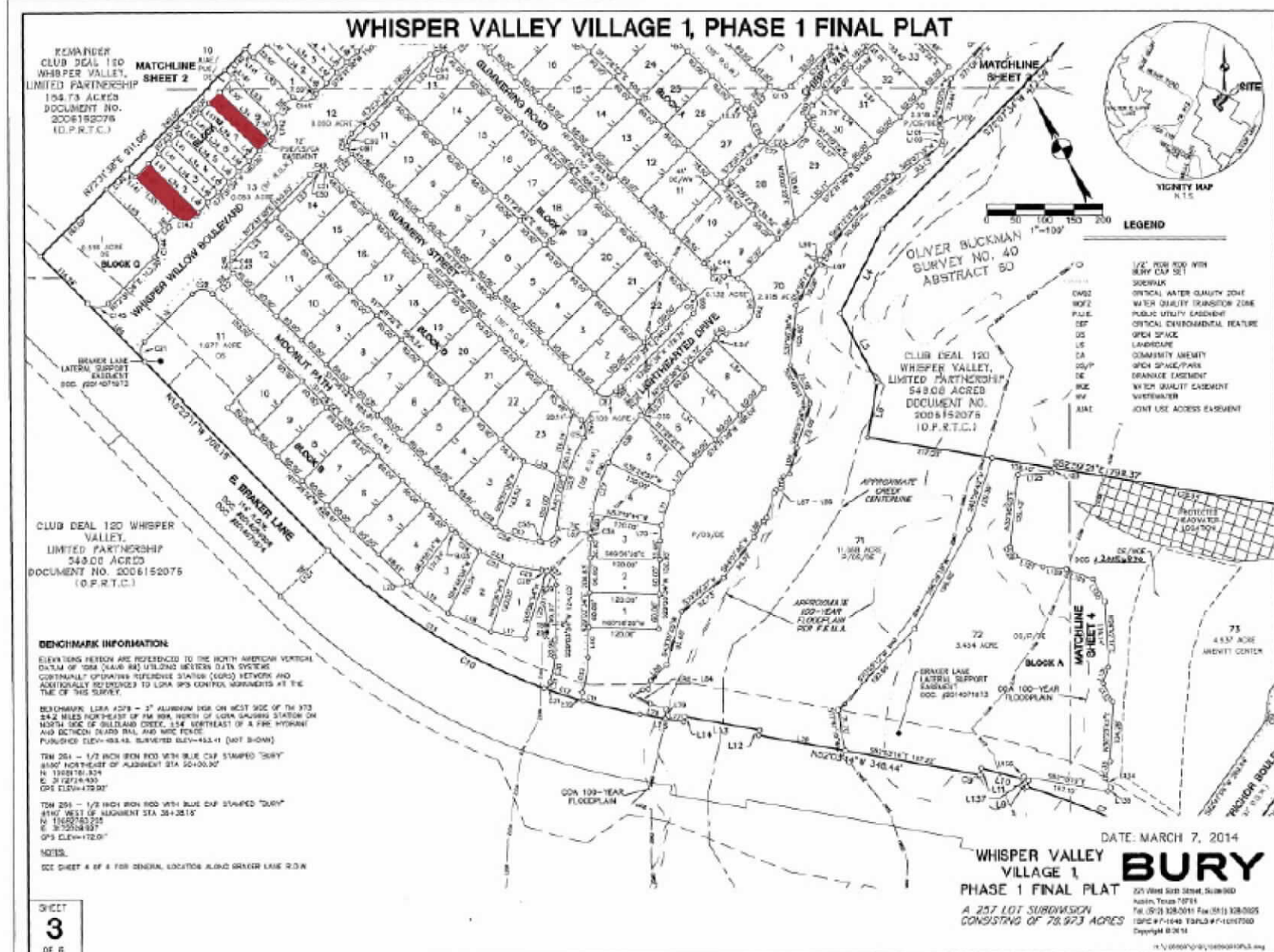


EXHIBIT D-3 - IMPROVEMENT AREA #2 LOT TYPE MAP



EXHIBIT E – COST AND ALLOCATION OF AUTHORIZED IMPROVEMENTS

	Total Costs	Non-District Parcels ³		Improvement Area #1		Improvement Area #2		Master Improvement Area	
		%	Cost	%	Cost	%	Cost	%	Cost
Improvement Area #1 Improvements¹									
Erosion and Sedimentation Control	\$ 802,773	0.00%	\$ -	100.00%	\$ 802,773	0.00%	\$ -	0.00%	\$ -
Clearing and Grading	\$ 543,220	0.00%	\$ -	100.00%	\$ 543,220	0.00%	\$ -	0.00%	\$ -
Drainage Improvements	\$ 1,126,764	0.00%	\$ -	100.00%	\$ 1,126,764	0.00%	\$ -	0.00%	\$ -
Street Improvements	\$ 1,577,458	0.00%	\$ -	100.00%	\$ 1,577,458	0.00%	\$ -	0.00%	\$ -
Potable Water Improvements	\$ 993,770	0.00%	\$ -	100.00%	\$ 993,770	0.00%	\$ -	0.00%	\$ -
Wastewater Improvements	\$ 834,535	0.00%	\$ -	100.00%	\$ 834,535	0.00%	\$ -	0.00%	\$ -
Demolition and Restoration	\$ 14,300	0.00%	\$ -	100.00%	\$ 14,300	0.00%	\$ -	0.00%	\$ -
Pond Improvements	\$ 482,028	0.00%	\$ -	100.00%	\$ 482,028	0.00%	\$ -	0.00%	\$ -
	\$ 6,374,848		\$ -		\$ 6,374,848		\$ -		\$ -
Improvement Area #2 Improvements²									
Erosion and Sedimentation Control	\$ 224,916	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 224,916	0.00%	\$ -
Clearing and Grading	\$ 1,067,375	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 1,067,375	0.00%	\$ -
Drainage Improvements	\$ 1,395,585	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 1,395,585	0.00%	\$ -
Street Improvements	\$ 1,979,624	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 1,979,624	0.00%	\$ -
Potable Water Improvements	\$ 1,118,151	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 1,118,151	0.00%	\$ -
Wastewater Improvements	\$ 875,712	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 875,712	0.00%	\$ -
Retaining Wall	\$ 302,340	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 302,340	0.00%	\$ -
Pond Improvements	\$ 605,000	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 605,000	0.00%	\$ -
	\$ 7,568,702		\$ -		\$ -		\$ 7,568,702		\$ -
Master Improvements¹									
Braker Lane Phase 1 & 2	\$ 9,375,721	39.31%	\$ 3,685,258	3.12%	\$ 292,466	0.93%	\$ 87,018	56.65%	\$ 5,310,979
Water Line 1	\$ 10,557,832	25.00%	\$ 2,639,458	3.85%	\$ 406,972	1.15%	\$ 121,087	70.00%	\$ 7,390,315
Wastewater Treatment Plant	\$ 8,410,990	20.82%	\$ 1,750,990	4.07%	\$ 342,297	1.21%	\$ 101,844	73.90%	\$ 6,215,859
30" Wastewater Interceptor	\$ 2,936,198	25.72%	\$ 755,322	3.82%	\$ 112,088	1.14%	\$ 33,350	69.32%	\$ 2,035,438
Waterline 2	\$ 4,262,339	0.00%	\$ -	5.14%	\$ 219,067	1.53%	\$ 65,179	93.33%	\$ 3,978,093
	\$ 35,543,080		\$ 8,831,028		\$ 1,372,890		\$ 408,477		\$ 24,930,685
District Formation and Bond Issuance Costs									
Debt Service Reserve Fund	\$ 1,845,056		\$ -		\$ 454,404		\$ -		\$ 1,390,652
Capitalized Interest	\$ 3,616,334		\$ -		\$ 292,943		\$ -		\$ 3,323,391
Underwriter's Discount	\$ 814,668		\$ -		\$ 169,932		\$ -		\$ 644,736
Cost of Issuance	\$ 1,575,393		\$ -		\$ 433,313		\$ -		\$ 1,142,080
Original Issue Discount	\$ 871,010		\$ -		\$ 74,166		\$ -		\$ 796,845
	\$ 8,722,461		\$ -		\$ 1,424,758		\$ -		\$ 7,297,702
Total	\$ 58,209,091		\$ 8,831,028		\$ 9,172,496		\$ 7,977,180		\$ 32,228,387

Footnotes:

¹ Improvement Area #1 Improvements and Master Improvements per the 2019 Amended and Restated Service and Assessment Plan dated March 28, 2019.

² Improvement Area #2 Improvements per Land Dev Consulting, LLC's signed Engineer's Opinion of Probable Costs dated June 24, 2020.

³ Non-District Parcels funding per the 2019 Amended and Restated Service and Assessment Plan dated March 28, 2019.

EXHIBIT F - SERVICE PLAN

Improvement Area #1 Bond						
Annual Installments Due		1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025
Principal		\$ 25,000.00	\$ 30,000.00	\$ 35,000.00	\$ 45,000.00	\$ 50,000.00
Interest		\$ 204,031.25	\$ 203,031.25	\$ 201,831.25	\$ 200,431.25	\$ 198,631.25
	(1)	\$ 229,031.25	\$ 233,031.25	\$ 236,831.25	\$ 245,431.25	\$ 248,631.25
Additional Interest	(2)	\$ 22,025.00	\$ 21,900.00	\$ 21,750.00	\$ 21,575.00	\$ 21,350.00
Annual Collection Cost	(3)	\$ 15,648.21	\$ 15,961.18	\$ 16,280.40	\$ 16,606.01	\$ 16,938.13
Total Annual Installments	(4) = (1) + (2) + (3)	\$ 266,704.46	\$ 270,892.43	\$ 274,861.65	\$ 283,612.26	\$ 286,919.38

Improvement Area #1 Reimbursement						
Annual Installments Due		1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025
Principal		\$ 4,837.89	\$ 5,805.47	\$ 6,773.05	\$ 8,708.20	\$ 9,675.78
Interest		\$ 44,507.39	\$ 44,289.68	\$ 44,028.44	\$ 43,723.65	\$ 43,331.78
	(1)	\$ 49,345.28	\$ 50,095.15	\$ 50,801.48	\$ 52,431.85	\$ 53,007.56
Annual Collection Cost	(2)	\$ 3,079.73	\$ 3,141.33	\$ 3,204.15	\$ 3,268.24	\$ 3,333.60
Total Annual Installments	(3) = (1) + (2)	\$ 52,425.01	\$ 53,236.48	\$ 54,005.64	\$ 55,700.09	\$ 56,341.16

Improvement Area #2						
Annual Installments Due		1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025
Principal		\$ -	\$ 35,000.00	\$ 45,000.00	\$ 50,000.00	\$ 60,000.00
Interest		\$ -	\$ 377,000.00	\$ 375,250.00	\$ 373,000.00	\$ 370,500.00
	(1)	\$ -	\$ 412,000.00	\$ 420,250.00	\$ 423,000.00	\$ 430,500.00
Annual Collection Cost	(2)	\$ -	\$ 40,000.00	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32
Total Annual Installments	(3) = (1) + (2)	\$ -	\$ 452,000.00	\$ 461,050.00	\$ 464,616.00	\$ 472,948.32

Master Improvement Area						
Annual Installments Due		1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025
Principal		\$ 1,170,000.00	\$ 1,400,000.00	\$ 1,660,000.00	\$ 1,945,000.00	\$ 2,255,000.00
Interest		\$ 882,250.00	\$ 784,262.50	\$ 667,012.50	\$ 536,287.50	\$ 383,118.76
	(1)	\$ 2,052,250.00	\$ 2,184,262.50	\$ 2,327,012.50	\$ 2,481,287.50	\$ 2,638,118.76
Annual Collection Cost	(2)	\$ 39,218.22	\$ 40,002.58	\$ 40,802.63	\$ 41,618.69	\$ 42,451.06
Total Annual Installments	(3) = (1) + (2)	\$ 2,091,468.22	\$ 2,224,265.08	\$ 2,367,815.13	\$ 2,522,906.19	\$ 2,680,569.82

EXHIBIT G - SOURCES AND USES OF FUNDS

	Improvement Area #1	Improvement Area #2	Master Improvement Area	Total
Sources of Funds				
Improvement Area #1 Bond Par	\$ 4,500,000	\$ -	\$ -	\$ 4,500,000
Improvement Area #1 Reimbursement Obligation	870,820	-	-	870,820
Improvement Area #2 Reimbursement Obligation	-	7,540,000	-	7,540,000
Master Improvement Area Bonds [a]	796,636	237,024	14,466,340	15,500,000
Subordinate Master PID Bonds [a]	950,062	282,673	17,252,433	18,485,168
Reimbursement Agreement - Braker Lane [a],[b]	189,407	56,355	3,439,496	3,685,258
Reimbursement Agreement - Wastewater [a],[c]	128,814	38,326	2,339,172	2,506,312
Contribution from Non-District Property [a],[d]	135,657	40,362	2,463,438	2,639,458
Owner Contribution	2,054,978	35,125	391,972	2,482,075
Total Sources	\$ 9,626,375	\$ 8,229,865	\$ 40,352,852	\$ 58,209,091
Uses of Funds				
<i>Authorized Improvements</i>				
Master Improvements Benefitting District [a]	\$ 1,372,890	\$ 408,477	\$ 24,930,685	\$ 26,712,052
Master Improvements - Non District [a][e]	453,879	135,043	8,242,106	8,831,028
Improvement Area #1 Improvements	6,374,848	-	-	6,374,848
Improvement Area #2 Improvements	-	7,568,702	-	7,568,702
	\$ 8,201,616	\$ 8,112,223	\$ 33,172,791	\$ 49,486,630
<i>Improvement Area #1 Bonds</i>				
Reserve Fund	\$ 379,058	\$ -	\$ -	\$ 379,058
Capitalized Interest	112,880	-	-	112,880
Underwriter's Discount	135,000	-	-	135,000
Cost of Issuance	371,435	-	-	371,435
Original Issue Discount	30,992	-	-	30,992
	\$ 1,029,365	\$ -	\$ -	\$ 1,029,365
<i>Master Improvement Bonds</i>				
Reserve Fund [a]	\$ 75,346	\$ 22,418	\$ 1,368,234	\$ 1,465,998
Capitalized Interest [a]	180,063	53,574	3,269,816	3,503,454
Underwriter's Discount [a]	22,306	6,637	405,058	434,000
Cost of Issuance [a]	29,924	8,903	543,401	582,229
Original Issue Discount [a]	43,173	12,845	783,999	840,018
	\$ 350,813	\$ 104,378	\$ 6,370,508	\$ 6,825,699
<i>Subordinate Master PID Bonds</i>				
Underwriter's Discount [a]	\$ 12,626	\$ 3,757	\$ 229,285	\$ 245,668
Cost of Issuance [a]	31,954	9,507	580,267	621,729
	\$ 44,581	\$ 13,264	\$ 809,552	\$ 867,397
Total Uses	\$ 9,626,375	\$ 8,229,865	\$ 40,352,852	\$ 58,209,091

Footnotes:

[a] Allocated 5.14% to Improvement Area #1, 1.53% to Improvement Area #2 and 93.33% to the Master Improvement Area based on Improvement Area #1 and Improvement Area #2's share of the Master Improvement Area Assessments.

[b] Pursuant to the Braker Lane (FM 973 to Taylor Lane) Participation Agreement between the County and Owner, the County will reimburse the Owner 50% of total costs for Braker Lane.

[c] The Owner and City entered into the Wastewater Cost Reimbursement Agreement whereby the Owner is reimbursed certain soft costs relating to the wastewater treatment plant and 30" interceptor.

[d] 25% of the capacity for Water Line 1 will be used and paid for by property outside of the District.

[e] Equals costs paid by Non District Property, the Braker Lane (FM 973 to Taylor Lane) Participation Agreement, and Wastewater Cost Reimbursement Agreements.

EXHIBIT H - MASTER IMPROVEMENT AREA ASSESSMENT ROLL

Property ID	Geographic ID	Address	Master Improvement Area Assessments	
			Outstanding Assessments	Installment Due 1/31/21
201773	02107001050000	9001 TAYLOR LN	\$ 1,730,474.64	\$ 327,829.05
806424	02186001220000	N F M RD 973	\$ 2,101,549.77	\$ 398,127.22
806427	02106001270000	TAYLOR LN	\$ 865,124.44	\$ 163,893.14
806428	02106001260000	N F M RD 973	\$ 540,757.53	\$ 102,443.59
806429	02106001280000	TAYLOR LN	\$ 1,600,296.26	\$ 303,167.46
806430	02106001300000	TAYLOR LN	\$ 1,347,646.03	\$ 255,304.24
806431	02106001290000	TAYLOR LN	\$ 1,062,329.58	\$ 201,252.59
806432	02106001310000	TAYLOR LN	\$ 1,245,149.56	\$ 235,886.84
858720	02186001250000	BRAKER LN	\$ 290,382.97	\$ 55,011.48
922965	02186001260000	BRAKER LN	\$ 256,289.21	\$ 48,552.60
923197	02186001270000	BRAKER LN	Prepaid in Full	
935536	02106003010000	TAYLOR LN	Prepaid in Full	
Total			\$ 11,040,000.00	\$ 2,091,468.22

EXHIBIT I - PROJECTED ANNUAL INSTALLMENTS FOR MASTER IMPROVEMENT AREA ASSESSED PARCELS

Installment Due 1/31	Principal	Interest	Annual Collection Costs	Annual Installment
2021	\$ 1,170,000	\$ 882,250	\$ 39,218	\$ 2,091,468
2022	\$ 1,400,000	\$ 784,263	\$ 40,003	\$ 2,224,265
2023	\$ 1,660,000	\$ 667,013	\$ 40,803	\$ 2,367,815
2024	\$ 1,945,000	\$ 536,288	\$ 41,619	\$ 2,522,906
2025	\$ 2,255,000	\$ 383,119	\$ 42,451	\$ 2,680,570
2026	\$ 2,610,000	\$ 205,538	\$ 43,300	\$ 2,858,838
Totals	\$ 11,040,000	\$ 3,458,469	\$ 247,393	\$ 14,745,862

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT J-1 - PROJECTED MASTER IMPROVEMENT AREA PARCEL #201773 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest	Annual Collection Costs	Annual Installment
2021	\$ 183,393	\$ 138,289	\$ 6,147	\$ 327,829
2022	\$ 219,444	\$ 122,930	\$ 6,270	\$ 348,644
2023	\$ 260,198	\$ 104,551	\$ 6,396	\$ 371,145
2024	\$ 304,871	\$ 84,061	\$ 6,524	\$ 395,455
2025	\$ 353,462	\$ 60,052	\$ 6,654	\$ 420,168
2026	\$ 409,107	\$ 32,217	\$ 6,787	\$ 448,111
Totals	\$ 1,730,475	\$ 542,101	\$ 38,778	\$ 2,311,353

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT J-2 - PROJECTED MASTER IMPROVEMENT AREA PARCEL #806424 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest	Annual Collection Costs	Annual Installment
2021	\$ 222,719	\$ 167,943	\$ 7,465	\$ 398,127
2022	\$ 266,501	\$ 149,290	\$ 7,615	\$ 423,406
2023	\$ 315,994	\$ 126,971	\$ 7,767	\$ 450,732
2024	\$ 370,246	\$ 102,086	\$ 7,922	\$ 480,255
2025	\$ 429,257	\$ 72,930	\$ 8,081	\$ 510,267
2026	\$ 496,834	\$ 39,126	\$ 8,243	\$ 544,202
Totals	\$ 2,101,550	\$ 658,346	\$ 47,093	\$ 2,806,989

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT J-3 - PROJECTED MASTER IMPROVEMENT AREA PARCEL #806427 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest	Annual Collection Costs	Annual Installment
2021	\$ 91,684	\$ 69,136	\$ 3,073	\$ 163,893
2022	\$ 109,708	\$ 61,457	\$ 3,135	\$ 174,299
2023	\$ 130,082	\$ 52,269	\$ 3,197	\$ 185,548
2024	\$ 152,415	\$ 42,025	\$ 3,261	\$ 197,702
2025	\$ 176,708	\$ 30,022	\$ 3,327	\$ 210,057
2026	\$ 204,527	\$ 16,106	\$ 3,393	\$ 224,026
Totals	\$ 865,124	\$ 271,015	\$ 19,386	\$ 1,155,526

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT J-4 - PROJECTED MASTER IMPROVEMENT AREA PARCEL #806428 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest	Annual Collection Costs	Annual Installment
2021	\$ 57,309	\$ 43,214	\$ 1,921	\$ 102,444
2022	\$ 68,574	\$ 38,414	\$ 1,959	\$ 108,948
2023	\$ 81,310	\$ 32,671	\$ 1,999	\$ 115,980
2024	\$ 95,269	\$ 26,268	\$ 2,039	\$ 123,576
2025	\$ 110,454	\$ 18,766	\$ 2,079	\$ 131,299
2026	\$ 127,842	\$ 10,068	\$ 2,121	\$ 140,031
Totals	\$ 540,758	\$ 169,402	\$ 12,118	\$ 722,277

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT J-5 - PROJECTED MASTER IMPROVEMENT AREA PARCEL #806429 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest	Annual Collection Costs	Annual Installment
2021	\$ 169,597	\$ 127,886	\$ 5,685	\$ 303,167
2022	\$ 202,936	\$ 113,682	\$ 5,799	\$ 322,417
2023	\$ 240,624	\$ 96,686	\$ 5,915	\$ 343,225
2024	\$ 281,936	\$ 77,737	\$ 6,033	\$ 365,706
2025	\$ 326,872	\$ 55,535	\$ 6,153	\$ 388,560
2026	\$ 378,331	\$ 29,794	\$ 6,277	\$ 414,401
Totals	\$ 1,600,296	\$ 501,320	\$ 35,861	\$ 2,137,477

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT J-6 - PROJECTED MASTER IMPROVEMENT AREA PARCEL #806430 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest	Annual Collection Costs	Annual Installment
2021	\$ 142,821	\$ 107,696	\$ 4,787	\$ 255,304
2022	\$ 170,897	\$ 95,734	\$ 4,883	\$ 271,515
2023	\$ 202,635	\$ 81,422	\$ 4,981	\$ 289,038
2024	\$ 237,425	\$ 65,464	\$ 5,080	\$ 307,970
2025	\$ 275,266	\$ 46,767	\$ 5,182	\$ 327,216
2026	\$ 318,601	\$ 25,090	\$ 5,286	\$ 348,977
Totals	\$ 1,347,646	\$ 422,173	\$ 30,199	\$ 1,800,018

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT J-7 - PROJECTED MASTER IMPROVEMENT AREA PARCEL #806431 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest	Annual Collection Costs	Annual Installment
2021	\$ 112,584	\$ 84,895	\$ 3,774	\$ 201,253
2022	\$ 134,716	\$ 75,466	\$ 3,849	\$ 214,031
2023	\$ 159,734	\$ 64,184	\$ 3,926	\$ 227,844
2024	\$ 187,159	\$ 51,605	\$ 4,005	\$ 242,768
2025	\$ 216,989	\$ 36,866	\$ 4,085	\$ 257,939
2026	\$ 251,149	\$ 19,778	\$ 4,167	\$ 275,093
Totals	\$ 1,062,330	\$ 332,793	\$ 23,806	\$ 1,418,928

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT J-8 - PROJECTED MASTER IMPROVEMENT AREA PARCEL #806432 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest	Annual Collection Costs	Annual Installment
2021	\$ 131,959	\$ 99,505	\$ 4,423	\$ 235,887
2022	\$ 157,899	\$ 88,453	\$ 4,512	\$ 250,864
2023	\$ 187,224	\$ 75,229	\$ 4,602	\$ 267,055
2024	\$ 219,367	\$ 60,485	\$ 4,694	\$ 284,547
2025	\$ 254,331	\$ 43,210	\$ 4,788	\$ 302,329
2026	\$ 294,370	\$ 23,182	\$ 4,884	\$ 322,435
Totals	\$ 1,245,150	\$ 390,064	\$ 27,902	\$ 1,663,116

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT J-9 - PROJECTED MASTER IMPROVEMENT AREA PARCEL #858720 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest	Annual Collection Costs	Annual Installment
2021	\$ 30,774	\$ 23,206	\$ 1,032	\$ 55,011
2022	\$ 36,824	\$ 20,628	\$ 1,052	\$ 58,504
2023	\$ 43,663	\$ 17,544	\$ 1,073	\$ 62,280
2024	\$ 51,159	\$ 14,106	\$ 1,095	\$ 66,360
2025	\$ 59,313	\$ 10,077	\$ 1,117	\$ 70,507
2026	\$ 68,650	\$ 5,406	\$ 1,139	\$ 75,195
Totals	\$ 290,383	\$ 90,967	\$ 6,507	\$ 387,858

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT J-10 - PROJECTED MASTER IMPROVEMENT AREA PARCEL #922965 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest	Annual Collection Costs	Annual Installment
2021	\$ 27,161	\$ 20,481	\$ 910	\$ 48,553
2022	\$ 32,500	\$ 18,206	\$ 929	\$ 51,635
2023	\$ 38,536	\$ 15,484	\$ 947	\$ 54,968
2024	\$ 45,152	\$ 12,450	\$ 966	\$ 58,568
2025	\$ 52,349	\$ 8,894	\$ 985	\$ 62,228
2026	\$ 60,590	\$ 4,771	\$ 1,005	\$ 66,367
Totals	\$ 256,289	\$ 80,287	\$ 5,743	\$ 342,319

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT K - IMPROVEMENT AREA #1 BOND ASSESSMENT ROLL

Property ID	Geographic ID	Address	Lot Type	Improvement Area #1 Bond Assessments	
				Outstanding Assessment	Installment Due 1/31/21
858460	02196201010000	MOONLIT PATH	Open Space	\$ -	\$ -
858461	02196201020000	16513 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858462	02196201030000	16517 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858463	02196201040000	16521 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858464	02176201010000	16525 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858465	02176201020000	16529 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858466	02176201030000	16533 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858467	02176201040000	16537 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858468	02176201050000	16541 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858469	02176201060000	16545 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858470	02176201070000	16549 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858471	02176202010000	LIGHTHEARTED DR	Open Space	\$ -	\$ -
858472	02176202020000	9509 LIGHTHEARTED DR	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858473	02176202030000	9513 LIGHTHEARTED DR	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858474	02176202040000	9517 LIGHTHEARTED DR	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858475	02176202050000	9521 LIGHTHEARTED DR	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858476	02176202060000	9601 LIGHTHEARTED DR	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858477	02176202070000	9605 LIGHTHEARTED DR	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858478	02176202080000	9609 LIGHTHEARTED DR	Lot Type 3	Prepaid in Full	
858479	02176202090000	9613 LIGHTHEARTED DR	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858480	02176202100000	16536 GLIMMERING RD	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858481	02176202110000	16532 GLIMMERING RD	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858482	02196202010000	16528 GLIMMERING RD	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858483	02196202020000	16524 GLIMMERING RD	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858484	02196202030000	16520 GLIMMERING RD	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858485	02196202040000	16516 GLIMMERING RD	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858486	02196202050000	16512 GLIMMERING RD	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858487	02196202060000	16508 GLIMMERING RD	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858488	02196202070000	16504 GLIMMERING RD	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858489	02196202080000	16500 GLIMMERING RD	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858490	02196202090000	WHISPER WILLOW BLVD	Open Space	\$ -	\$ -
858491	02196202100000	16501 FETCHING AVE	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858492	02196202110000	16505 FETCHING AVE	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858493	02196202130000	16509 FETCHING AVE	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858494	02196202140000	16513 FETCHING AVE	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858495	02196202150000	16517 FETCHING AVE	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858496	02196202160000	16521 FETCHING AVE	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858497	02196202170000	16525 FETCHING AVE	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858498	02196202180000	16529 FETCHING AVE	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858499	02196202190000	9801 CHIRPY WAY	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858500	02196202200000	9805 CHIRPY WAY	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858501	02196202210000	9809 CHIRPY WAY	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858502	02196202220000	9813 CHIRPY WAY	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858503	02196202230000	9817 CHIRPY WAY	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858505	02196202250000	CHIRPY WAY	Open Space	\$ -	\$ -
858506	02196202260000	16624 SUMPTUOUS DR	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858507	02196202270000	16620 SUMPTUOUS DR	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858508	02196202280000	16616 SUMPTUOUS DR	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858509	02196202290000	9901 DALLIANCE LN	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858510	02196202300000	9905 DALLIANCE LN	Lot Type 2	\$ 22,157.56	\$ 1,341.55

				Improvement Area #1 Bond Assessments	
Property ID	Geographic ID	Address	Lot Type	Outstanding Assessment	Installment Due 1/31/21
858511	02196202310000	9909 DALLIANCE LN	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858512	02196202320000	9913 DALLIANCE LN	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858514	02196202340000	9921 DALLIANCE LN	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858515	02196202350000	9925 DALLIANCE LN	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858516	02196202360000	9929 DALLIANCE LN	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858517	02196202370000	10001 DALLIANCE LN	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858518	02196202380000	10005 DALLIANCE LN	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858525	02196202450000	DALLIANCE LN	Open Space	\$ -	\$ -
858526	02196202460000	16520 ENAMORADO RD	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858527	02196202470000	16516 ENAMORADO RD	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858528	02196202480000	16512 ENAMORADO RD	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858529	02196202490000	16508 ENAMORADO RD	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858530	02196202500000	16504 ENAMORADO RD	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858531	02196202510000	16500 ENAMORADO RD	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858532	02196202520000	16420 ENAMORADO RD	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858533	02196202530000	16416 ENAMORADO RD	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858534	02196202540000	16412 ENAMORADO RD	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858540	02196202600000	16300 ENAMORADO RD	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858542	02196203020000	9920 BECOMING ST	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858545	02196203050000	9900 BECOMING ST	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858546	02196203060000	9816 BECOMING ST	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858547	02196203070000	9812 BECOMING ST	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858548	02196203080000	9808 BECOMING ST	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858549	02196203090000	9804 BECOMING ST	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858550	02196203100000	9800 BECOMING ST	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858551	02196204010000	16301 FETCHING AVE	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858552	02196204020000	16305 FETCHING AVE	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858553	02196204030000	16309 FETCHING AVE	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858554	02196204040000	16401 FETCHING AVE	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858555	02196204050000	16405 FETCHING AVE	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858556	02196204060000	16409 FETCHING AVE	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858557	02196204070000	16413 FETCHING AVE	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858558	02196204080000	FETCHING AVE	Open Space	\$ -	\$ -
858559	02196204090000	9716 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858560	02196204100000	9714 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858561	02196204110000	9712 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858562	02196204120000	9710 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858563	02196204130000	9708 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858564	02196204140000	9706 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858565	02196204150000	9704 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858566	02196204160000	9702 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858567	02196204170000	9700 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858568	02196205010000	WHISPER WILLOW BLVD	Open Space	\$ -	\$ -
858569	02196205020000	9616 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858570	02196205030000	9614 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858571	02196205040000	9612 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858572	02196205050000	9610 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858573	02196205060000	9608 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858574	02196205070000	9606 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858575	02196205080000	9604 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91

				Improvement Area #1 Bond Assessments	
Property ID	Geographic ID	Address	Lot Type	Outstanding Assessment	Installment Due 1/31/21
858576	02196205090000	9602 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858577	02196205100000	9600 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858578	02196206020000	9516 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858580	02196206040000	9512 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858581	02196206050000	9510 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858582	02196206060000	9508 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858583	02196206070000	9506 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858584	02196206080000	9504 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858585	02196206090000	9502 WHISPER WILLOW BLVD	Lot Type 1	\$ 13,525.46	\$ 818.91
858587	02196207010000	WHISPER WILLOW BLVD	Open Space	\$ -	\$ -
858588	02196208010000	WHISPER WILLOW BLVD	Open Space	\$ -	\$ -
858589	02196208020000	16501 SUMMERY ST	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858590	02196208030000	16505 SUMMERY ST	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858591	02196208040000	16509 SUMMERY ST	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858592	02196208050000	16513 SUMMERY ST	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858593	02196208060000	16517 SUMMERY ST	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858594	02196208070000	16521 SUMMERY ST	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858595	02196208080000	16525 SUMMERY ST	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858596	02176203010000	16529 SUMMERY ST	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858597	02176203020000	16533 SUMMERY ST	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858598	02176203030000	16537 SUMMERY ST ST	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858599	02176203040000	SUMMERY ST ST	Open Space	\$ -	\$ -
858600	02176203050000	16544 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858601	02176203060000	16536 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858602	02176203070000	16532 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858603	02176203080000	16528 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858604	02176203090000	16524 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858606	02196208090000	16520 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858607	02196208100000	16516 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858608	02196208110000	16512 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858609	02196208120000	16508 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858610	02196208130000	16504 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858611	02196208140000	16500 MOONLIT PATH	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858612	02196209010000	WHISPER WILLOW BLVD	Open Space	\$ -	\$ -
858613	02196209020000	16501 GLIMMERING RD	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858614	02196209030000	16505 GLIMMERING RD	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858615	02196209040000	16509 GLIMMERING RD	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858616	02196209050000	16521 GLIMMERING RD	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858617	02196209060000	16517 GLIMMERING RD	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858618	02196209070000	16521 GLIMMERING RD	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858619	02196209080000	16525 GLIMMERING RD	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858620	02196209090000	16529 GLIMMERING RD	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858621	02196209100000	16533 GLIMMERING RD	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858622	02176204010000	16537 GLIMMERING RD	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858623	02176204020000	LIGHTHEARTED DR	Open Space	\$ -	\$ -
858624	02176204030000	16536 SUMMERY ST	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858625	02176204040000	16532 SUMMERY ST	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858626	02176204050000	16528 SUMMERY ST	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858627	02196209110000	16524 SUMMERY ST	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858628	02196209120000	16520 SUMMERY ST	Lot Type 3	\$ 25,975.80	\$ 1,572.73

				Improvement Area #1 Bond Assessments	
Property ID	Geographic ID	Address	Lot Type	Outstanding Assessment	Installment Due 1/31/21
858629	02196209130000	16516 SUMMERY ST	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858630	02196209140000	16512 SUMMERY ST	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858631	02196209150000	16508 SUMMERY ST	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858632	02196209160000	16504 SUMMERY ST	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858633	02196209170000	SUMMERY ST	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858634	02196210010000	16401 SUMPTUOUS DR	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858635	02196210020000	16405 SUMPTUOUS DR	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858637	02196210040000	16417 SUMPTUOUS DR	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858638	02196210050000	SUMPTUOUS DR	Open Space	\$ -	\$ -
858642	02196210080000	SUMPTUOUS DR	Open Space	\$ -	\$ -
858645	02196210110000	SUMPTUOUS DR	Open Space	\$ -	\$ -
858646	02196210120000	16601 SUMPTUOUS DR	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858647	02196210130000	16609 SUMPTUOUS DR	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858648	02196210140000	16613 SUMPTUOUS DR	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858649	02196210150000	16617 SUMPTUOUS DR	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858650	02196210160000	16621 SUMPTUOUS DR	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858651	02196210170000	16625 SUMPTUOUS DR	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858652	02196210180000	16532 FETCHING AVE	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858653	02196210190000	16528 FETCHING AVE	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858654	02196210200000	16524 FETCHING AVE	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858655	02196210210000	16520 FETCHING AVE	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858656	02196210220000	16516 FETCHING AVE	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858657	02196210230000	16512 FETCHING AVE	Lot Type 3	\$ 25,975.80	\$ 1,572.73
858666	02196210320000	16412 FETCHING AVE	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858668	02196210340000	16404 FETCHING AVE	Lot Type 2	Prepaid in Full	
858670	02196211010000	9901 BECOMING ST	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858671	02196211020000	9903 BECOMING ST	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858672	02196211030000	9905 BECOMING ST	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858675	02196211060000	9917 BECOMING ST	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858676	02196211070000	9921 BECOMING ST	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858677	02196211080000	9925 BECOMING ST	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858678	02196211090000	9944 COMELY BND	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858679	02196211100000	9940 COMELY BND	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858680	02196211110000	9936 COMELY BND	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858685	02196211160000	9912 COMELY BND	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858686	02196211170000	9904 COMELY BND	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858687	02196211180000	9900 COMELY BND	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858688	02196212010000	9901 COMELY BND	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858689	02196212020000	9905 COMELY BND	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858690	02196212030000	9909 COMELY BND	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858691	02196212040000	9913 COMELY BND	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858692	02196212050000	9917 COMELY BND	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858693	02196212060000	9921 COMELY BND	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858694	02196212070000	9925 COMELY BND	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858695	02196212080000	9929 COMELY BND	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858696	02196212090000	9933 COMELY BND	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858697	02196212100000	9937 COMELY BND	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858698	02196212110000	9941 COMELY BND	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858699	02196212120000	9945 COMELY BND	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858700	02196212130000	10024 DALLIANCE LN	Lot Type 2	\$ 22,157.56	\$ 1,341.55

				Improvement Area #1 Bond Assessments	
Property ID	Geographic ID	Address	Lot Type	Outstanding Assessment	Installment Due 1/31/21
858701	02196212140000	10020 DALLIANCE LN	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858702	02196212150000	10016 DALLIANCE LN	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858703	02196212160000	10012 DALLIANCE LN	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858704	02196212170000	10008 DALLIANCE LN	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858707	02196212200000	9932 DALLIANCE LN	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858709	02196212220000	9920 DALLIANCE LN	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858710	02196212230000	9912 DALLIANCE LN	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858711	02196212240000	9908 DALLIANCE LN	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858712	02196212250000	9904 DALLIANCE LN	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858713	02196212260000	9900 DALLIANCE LN	Lot Type 2	\$ 22,157.56	\$ 1,341.55
858715	02176202120000	9400 PETRICHOR BLVD	Open Space	\$ -	\$ -
858716	02176202130000	BRAKER LN	Open Space	\$ -	\$ -
858717	02176202140000	BRAKER LN	Open Space	\$ -	\$ -
858719	02196206010000	WHISPER WILLOW BLVD BLVD	Open Space	\$ -	\$ -
Total				\$ 4,427,157.56	\$ 268,046.01

**EXHIBIT L - PROJECTED ANNUAL INSTALLMENTS FOR IMPROVEMENT AREA #1
BOND ASSESSED PARCELS**

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total
2021	\$ 25,000	\$ 204,031	\$ 15,648	\$ 22,025	\$ 266,704
2022	\$ 30,000	\$ 203,031	\$ 15,961	\$ 21,900	\$ 270,892
2023	\$ 35,000	\$ 201,831	\$ 16,280	\$ 21,750	\$ 274,862
2024	\$ 45,000	\$ 200,431	\$ 16,606	\$ 21,575	\$ 283,612
2025	\$ 50,000	\$ 198,631	\$ 16,938	\$ 21,350	\$ 286,919
2026	\$ 55,000	\$ 196,631	\$ 17,277	\$ 21,100	\$ 290,008
2027	\$ 65,000	\$ 194,431	\$ 17,622	\$ 20,825	\$ 297,879
2028	\$ 75,000	\$ 191,831	\$ 17,975	\$ 20,500	\$ 305,306
2029	\$ 80,000	\$ 188,831	\$ 18,334	\$ 20,125	\$ 307,291
2030	\$ 90,000	\$ 185,631	\$ 18,701	\$ 19,725	\$ 314,057
2031	\$ 100,000	\$ 181,469	\$ 19,075	\$ 19,275	\$ 319,819
2032	\$ 110,000	\$ 176,844	\$ 19,457	\$ 18,775	\$ 325,075
2033	\$ 120,000	\$ 171,756	\$ 19,846	\$ 18,225	\$ 329,827
2034	\$ 130,000	\$ 166,206	\$ 20,243	\$ 17,625	\$ 334,074
2035	\$ 145,000	\$ 160,194	\$ 20,647	\$ 16,975	\$ 342,816
2036	\$ 155,000	\$ 153,488	\$ 21,060	\$ 16,250	\$ 345,798
2037	\$ 170,000	\$ 146,319	\$ 21,482	\$ 15,475	\$ 353,275
2038	\$ 185,000	\$ 138,456	\$ 21,911	\$ 14,625	\$ 359,993
2039	\$ 200,000	\$ 129,900	\$ 22,349	\$ 13,700	\$ 365,949
2040	\$ 215,000	\$ 120,650	\$ 22,796	\$ 12,700	\$ 371,146
2041	\$ 235,000	\$ 110,438	\$ 23,252	\$ 11,625	\$ 380,315
2042	\$ 245,000	\$ 99,275	\$ 23,717	\$ 10,450	\$ 378,442
2043	\$ 265,000	\$ 87,638	\$ 24,192	\$ 9,225	\$ 386,054
2044	\$ 285,000	\$ 75,050	\$ 24,676	\$ 7,900	\$ 392,626
2045	\$ 300,000	\$ 61,513	\$ 25,169	\$ 6,475	\$ 393,157
2046	\$ 315,000	\$ 47,263	\$ 25,673	\$ 4,975	\$ 392,910
2047	\$ 335,000	\$ 32,300	\$ 26,186	\$ 3,400	\$ 396,886
2048	\$ 345,000	\$ 16,388	\$ 26,710	\$ 1,725	\$ 389,822
Total	\$ 4,405,000	\$ 4,040,456	\$ 579,785	\$ 430,275	\$ 9,455,516

[a] Interest rate is calculated at the rate of the PID Bonds.

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT M-1 - PROJECTED LOT TYPE 1 ANNUAL INSTALLMENTS PER LOT

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total
2021	\$ 76.76	\$ 626.47	\$ 48.05	\$ 67.63	\$ 818.91
2022	\$ 92.11	\$ 623.40	\$ 49.01	\$ 67.24	\$ 831.77
2023	\$ 107.47	\$ 619.72	\$ 49.99	\$ 66.78	\$ 843.96
2024	\$ 138.17	\$ 615.42	\$ 50.99	\$ 66.25	\$ 870.83
2025	\$ 153.52	\$ 609.89	\$ 52.01	\$ 65.55	\$ 880.98
2026	\$ 168.88	\$ 603.75	\$ 53.05	\$ 64.79	\$ 890.46
2027	\$ 199.58	\$ 597.00	\$ 54.11	\$ 63.94	\$ 914.63
2028	\$ 230.29	\$ 589.01	\$ 55.19	\$ 62.94	\$ 937.44
2029	\$ 245.64	\$ 579.80	\$ 56.30	\$ 61.79	\$ 943.53
2030	\$ 276.34	\$ 569.98	\$ 57.42	\$ 60.57	\$ 964.31
2031	\$ 307.05	\$ 557.20	\$ 58.57	\$ 59.18	\$ 982.00
2032	\$ 337.75	\$ 542.99	\$ 59.74	\$ 57.65	\$ 998.14
2033	\$ 368.46	\$ 527.37	\$ 60.94	\$ 55.96	\$ 1,012.73
2034	\$ 399.16	\$ 510.33	\$ 62.15	\$ 54.12	\$ 1,025.77
2035	\$ 445.22	\$ 491.87	\$ 63.40	\$ 52.12	\$ 1,052.61
2036	\$ 475.92	\$ 471.28	\$ 64.67	\$ 49.90	\$ 1,061.77
2037	\$ 521.98	\$ 449.27	\$ 65.96	\$ 47.52	\$ 1,084.72
2038	\$ 568.04	\$ 425.13	\$ 67.28	\$ 44.91	\$ 1,105.35
2039	\$ 614.10	\$ 398.86	\$ 68.62	\$ 42.07	\$ 1,123.64
2040	\$ 660.15	\$ 370.45	\$ 70.00	\$ 39.00	\$ 1,139.60
2041	\$ 721.56	\$ 339.10	\$ 71.40	\$ 35.69	\$ 1,167.75
2042	\$ 752.27	\$ 304.82	\$ 72.82	\$ 32.09	\$ 1,162.00
2043	\$ 813.68	\$ 269.09	\$ 74.28	\$ 28.33	\$ 1,185.37
2044	\$ 875.09	\$ 230.44	\$ 75.77	\$ 24.26	\$ 1,205.55
2045	\$ 921.14	\$ 188.87	\$ 77.28	\$ 19.88	\$ 1,207.18
2046	\$ 967.20	\$ 145.12	\$ 78.83	\$ 15.28	\$ 1,206.42
2047	\$ 1,028.61	\$ 99.18	\$ 80.40	\$ 10.44	\$ 1,218.63
2048	\$ 1,059.32	\$ 50.32	\$ 82.01	\$ 5.30	\$ 1,196.94
Total	\$ 13,525.46	\$ 12,406.13	\$ 1,780.22	\$ 1,321.15	\$ 29,032.96

[a] Interest rate is calculated at the rate of the PID Bonds.

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT M-2 - PROJECTED LOT TYPE 2 ANNUAL INSTALLMENTS PER LOT

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total
2021	\$ 125.75	\$ 1,026.30	\$ 78.71	\$ 110.79	\$ 1,341.55
2022	\$ 150.90	\$ 1,021.27	\$ 80.29	\$ 110.16	\$ 1,362.61
2023	\$ 176.05	\$ 1,015.23	\$ 81.89	\$ 109.40	\$ 1,382.58
2024	\$ 226.35	\$ 1,008.19	\$ 83.53	\$ 108.52	\$ 1,426.60
2025	\$ 251.50	\$ 999.13	\$ 85.20	\$ 107.39	\$ 1,443.23
2026	\$ 276.66	\$ 989.07	\$ 86.90	\$ 106.13	\$ 1,458.77
2027	\$ 326.96	\$ 978.01	\$ 88.64	\$ 104.75	\$ 1,498.36
2028	\$ 377.26	\$ 964.93	\$ 90.42	\$ 103.12	\$ 1,535.72
2029	\$ 402.41	\$ 949.84	\$ 92.22	\$ 101.23	\$ 1,545.70
2030	\$ 452.71	\$ 933.74	\$ 94.07	\$ 99.22	\$ 1,579.74
2031	\$ 503.01	\$ 912.80	\$ 95.95	\$ 96.96	\$ 1,608.72
2032	\$ 553.31	\$ 889.54	\$ 97.87	\$ 94.44	\$ 1,635.16
2033	\$ 603.61	\$ 863.95	\$ 99.83	\$ 91.67	\$ 1,659.06
2034	\$ 653.91	\$ 836.03	\$ 101.82	\$ 88.66	\$ 1,680.42
2035	\$ 729.36	\$ 805.79	\$ 103.86	\$ 85.39	\$ 1,724.40
2036	\$ 779.66	\$ 772.06	\$ 105.94	\$ 81.74	\$ 1,739.40
2037	\$ 855.12	\$ 736.00	\$ 108.05	\$ 77.84	\$ 1,777.01
2038	\$ 930.57	\$ 696.45	\$ 110.22	\$ 73.57	\$ 1,810.80
2039	\$ 1,006.02	\$ 653.41	\$ 112.42	\$ 68.91	\$ 1,840.76
2040	\$ 1,081.47	\$ 606.88	\$ 114.67	\$ 63.88	\$ 1,866.90
2041	\$ 1,182.07	\$ 555.51	\$ 116.96	\$ 58.47	\$ 1,913.02
2042	\$ 1,232.37	\$ 499.36	\$ 119.30	\$ 52.56	\$ 1,903.60
2043	\$ 1,332.97	\$ 440.82	\$ 121.69	\$ 46.40	\$ 1,941.89
2044	\$ 1,433.58	\$ 377.51	\$ 124.12	\$ 39.74	\$ 1,974.94
2045	\$ 1,509.03	\$ 309.41	\$ 126.60	\$ 32.57	\$ 1,977.61
2046	\$ 1,584.48	\$ 237.73	\$ 129.14	\$ 25.02	\$ 1,976.37
2047	\$ 1,685.08	\$ 162.47	\$ 131.72	\$ 17.10	\$ 1,996.37
2048	\$ 1,735.38	\$ 82.43	\$ 134.35	\$ 8.68	\$ 1,960.84
Total	\$ 22,157.56	\$ 20,323.87	\$ 2,916.37	\$ 2,164.32	\$ 47,562.13

[a] Interest rate is calculated at the rate of the PID Bonds.

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT M-3 - PROJECTED LOT TYPE 3 ANNUAL INSTALLMENTS PER LOT

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total
2021	\$ 147.42	\$ 1,203.15	\$ 92.28	\$ 129.88	\$ 1,572.73
2022	\$ 176.91	\$ 1,197.25	\$ 94.12	\$ 129.14	\$ 1,597.42
2023	\$ 206.39	\$ 1,190.18	\$ 96.00	\$ 128.26	\$ 1,620.83
2024	\$ 265.36	\$ 1,181.92	\$ 97.92	\$ 127.23	\$ 1,672.43
2025	\$ 294.84	\$ 1,171.31	\$ 99.88	\$ 125.90	\$ 1,691.93
2026	\$ 324.33	\$ 1,159.51	\$ 101.88	\$ 124.42	\$ 1,710.15
2027	\$ 383.30	\$ 1,146.54	\$ 103.92	\$ 122.80	\$ 1,756.56
2028	\$ 442.27	\$ 1,131.21	\$ 106.00	\$ 120.89	\$ 1,800.36
2029	\$ 471.75	\$ 1,113.52	\$ 108.12	\$ 118.67	\$ 1,812.06
2030	\$ 530.72	\$ 1,094.65	\$ 110.28	\$ 116.32	\$ 1,851.96
2031	\$ 589.69	\$ 1,070.10	\$ 112.48	\$ 113.66	\$ 1,885.94
2032	\$ 648.66	\$ 1,042.83	\$ 114.73	\$ 110.71	\$ 1,916.93
2033	\$ 707.63	\$ 1,012.83	\$ 117.03	\$ 107.47	\$ 1,944.95
2034	\$ 766.60	\$ 980.10	\$ 119.37	\$ 103.93	\$ 1,970.00
2035	\$ 855.05	\$ 944.64	\$ 121.76	\$ 100.10	\$ 2,021.55
2036	\$ 914.02	\$ 905.10	\$ 124.19	\$ 95.82	\$ 2,039.13
2037	\$ 1,002.47	\$ 862.83	\$ 126.67	\$ 91.25	\$ 2,083.23
2038	\$ 1,090.92	\$ 816.46	\$ 129.21	\$ 86.24	\$ 2,122.84
2039	\$ 1,179.38	\$ 766.01	\$ 131.79	\$ 80.79	\$ 2,157.96
2040	\$ 1,267.83	\$ 711.46	\$ 134.43	\$ 74.89	\$ 2,188.61
2041	\$ 1,385.77	\$ 651.24	\$ 137.12	\$ 68.55	\$ 2,242.68
2042	\$ 1,444.74	\$ 585.41	\$ 139.86	\$ 61.62	\$ 2,231.63
2043	\$ 1,562.68	\$ 516.79	\$ 142.66	\$ 54.40	\$ 2,276.52
2044	\$ 1,680.61	\$ 442.56	\$ 145.51	\$ 46.59	\$ 2,315.27
2045	\$ 1,769.07	\$ 362.73	\$ 148.42	\$ 38.18	\$ 2,318.40
2046	\$ 1,857.52	\$ 278.70	\$ 151.39	\$ 29.34	\$ 2,316.95
2047	\$ 1,975.46	\$ 190.47	\$ 154.42	\$ 20.05	\$ 2,340.39
2048	\$ 2,034.43	\$ 96.64	\$ 157.50	\$ 10.17	\$ 2,298.74
Total	\$ 25,975.80	\$ 23,826.13	\$ 3,418.93	\$ 2,537.28	\$ 55,758.14

[a] Interest rate is calculated at the rate of the PID Bonds.

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT N - IMPROVEMENT AREA #1 REIMBURSEMENT ASSESSMENT ROLL

Property ID	Geographic ID	Address	Lot Type	Improvement Area #1 Reimbursment	
				Outstanding Assessment	Installment Due 1/31/21
858504	02196202240000	9821 CHIRPY WAY	Lot Type 7	\$ 26,003.13	\$ 1,572.43
858513	02196202330000	9917 DALLIANCE LN	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858519	02196202390000	10009 DALLIANCE LN	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858520	02196202400000	10013 DALLIANCE LN	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858521	02196202410000	10017 DALLIANCE LN	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858522	02196202420000	10021 DALLIANCE LN	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858523	02196202430000	10025 DALLIANCE LN	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858524	02196202440000	10029 DALLIANCE LN	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858535	02196202550000	16408 ENAMORADO RD	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858536	02196202560000	16404 ENAMORADO RD	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858537	02196202570000	16400 ENAMORADO RD	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858538	02196202580000	16308 ENAMORADO RD	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858539	02196202590000	16304 ENAMORADO RD	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858541	02196203010000	9924 BECOMING ST	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858543	02196203030000	9916 BECOMING ST	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858544	02196203040000	9908 BECOMING ST	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858579	02196206030000	9514 WHISPER WILLOW BLVD	Lot Type 4	\$ 13,539.69	\$ 818.75
858586	02196206100000	9500 WHISPER WILLOW BLVD	Lot Type 4	\$ 13,539.69	\$ 818.75
858636	02196210030000	16409 SUMPTUOUS DR	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858640	02196210060000	16505 SUMPTUOUS DR	Lot Type 5	\$ 17,915.32	\$ 1,083.35
858641	02196210070000	16507 SUMPTUOUS DR	Lot Type 5	\$ 17,915.32	\$ 1,083.35
858643	02196210090000	16511 SUMPTUOUS DR	Lot Type 5	\$ 17,915.32	\$ 1,083.35
858644	02196210100000	16513 SUMPTUOUS DR	Lot Type 5	\$ 17,915.32	\$ 1,083.35
858658	02196210240000	16510 FETCHING AVE	Lot Type 5	\$ 17,915.32	\$ 1,083.35
858659	02196210250000	16508 FETCHING AVE	Lot Type 5	\$ 17,915.32	\$ 1,083.35
858660	02196210260000	16506 FETCHING AVE	Lot Type 5	\$ 17,915.32	\$ 1,083.35
858661	02196210270000	16504 FETCHING AVE	Lot Type 5	\$ 17,915.32	\$ 1,083.35
858662	02196210280000	16420 FETCHING AVE	Lot Type 5	\$ 17,915.32	\$ 1,083.35
858663	02196210290000	16418 FETCHING AVE	Lot Type 5	\$ 17,915.32	\$ 1,083.35
858664	02196210300000	16416 FETCHING AVE	Lot Type 5	\$ 17,915.32	\$ 1,083.35
858665	02196210310000	16414 FETCHING AVE	Lot Type 5	\$ 17,915.32	\$ 1,083.35
858667	02196210330000	16408 FETCHING AVE	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858669	02196210350000	16400 FETCHING AVE	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858673	02196211040000	9909 BECOMING ST	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858674	02196211050000	9913 BECOMING ST	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858681	02196211120000	9932 COMELY BND	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858682	02196211130000	9928 COMELY BND	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858683	02196211140000	9924 COMELY BND	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858684	02196211150000	9920 COMELY BND	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858705	02196212180000	10004 DALLIANCE LN	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858706	02196212190000	10000 DALLIANCE LN	Lot Type 6	\$ 22,180.88	\$ 1,341.29
858708	02196212210000	9928 DALLIANCE LN	Lot Type 6	\$ 22,180.88	\$ 1,341.29
Total				\$ 866,950.01	\$ 52,425.01

**EXHIBIT O - PROJECTED ANNUAL INSTALLMENTS FOR IMPROVEMENT AREA #1
REIMBURSEMENT ASSESSED PARCELS**

Installment Due 1/31	Principal	Interest	Annual Collection Costs	Total
2021	\$ 4,838	\$ 44,507	\$ 3,080	\$ 52,425
2022	\$ 5,805	\$ 44,290	\$ 3,141	\$ 53,236
2023	\$ 6,773	\$ 44,028	\$ 3,204	\$ 54,006
2024	\$ 8,708	\$ 43,724	\$ 3,268	\$ 55,700
2025	\$ 9,676	\$ 43,332	\$ 3,334	\$ 56,341
2026	\$ 10,643	\$ 42,896	\$ 3,400	\$ 56,940
2027	\$ 12,579	\$ 42,417	\$ 3,468	\$ 58,464
2028	\$ 14,514	\$ 41,851	\$ 3,538	\$ 59,903
2029	\$ 15,481	\$ 41,198	\$ 3,608	\$ 60,288
2030	\$ 17,416	\$ 40,502	\$ 3,681	\$ 61,599
2031	\$ 19,352	\$ 39,609	\$ 3,754	\$ 62,715
2032	\$ 21,287	\$ 38,617	\$ 3,829	\$ 63,733
2033	\$ 23,222	\$ 37,526	\$ 3,906	\$ 64,654
2034	\$ 25,157	\$ 36,336	\$ 3,984	\$ 65,477
2035	\$ 28,060	\$ 35,047	\$ 4,064	\$ 67,170
2036	\$ 29,995	\$ 33,609	\$ 4,145	\$ 67,749
2037	\$ 32,898	\$ 32,072	\$ 4,228	\$ 69,197
2038	\$ 35,800	\$ 30,386	\$ 4,312	\$ 70,498
2039	\$ 38,703	\$ 28,551	\$ 4,399	\$ 71,653
2040	\$ 41,606	\$ 26,567	\$ 4,487	\$ 72,660
2041	\$ 45,476	\$ 24,383	\$ 4,576	\$ 74,435
2042	\$ 47,411	\$ 21,995	\$ 4,668	\$ 74,075
2043	\$ 51,282	\$ 19,506	\$ 4,761	\$ 75,549
2044	\$ 55,152	\$ 16,814	\$ 4,856	\$ 76,822
2045	\$ 59,022	\$ 13,919	\$ 4,954	\$ 77,894
2046	\$ 63,860	\$ 10,820	\$ 5,053	\$ 79,733
2047	\$ 68,698	\$ 7,467	\$ 5,154	\$ 81,319
2048	\$ 73,536	\$ 3,861	\$ 5,257	\$ 82,653
Total	\$ 866,950	\$ 885,831	\$ 114,108	\$ 1,866,889

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT P-1 - PROJECTED LOT TYPE 4 ANNUAL INSTALLMENTS PER LOT

Installment Due 1/31	Principal	Interest	Annual Collection Costs	Total
2021	\$ 75.56	\$ 695.10	\$ 48.10	\$ 818.75
2022	\$ 90.67	\$ 691.70	\$ 49.06	\$ 831.43
2023	\$ 105.78	\$ 687.62	\$ 50.04	\$ 843.44
2024	\$ 136.00	\$ 682.86	\$ 51.04	\$ 869.90
2025	\$ 151.11	\$ 676.74	\$ 52.06	\$ 879.91
2026	\$ 166.22	\$ 669.94	\$ 53.10	\$ 889.27
2027	\$ 196.45	\$ 662.46	\$ 54.17	\$ 913.07
2028	\$ 226.67	\$ 653.62	\$ 55.25	\$ 935.54
2029	\$ 241.78	\$ 643.42	\$ 56.35	\$ 941.55
2030	\$ 272.00	\$ 632.54	\$ 57.48	\$ 962.02
2031	\$ 302.23	\$ 618.60	\$ 58.63	\$ 979.45
2032	\$ 332.45	\$ 603.11	\$ 59.80	\$ 995.36
2033	\$ 362.67	\$ 586.07	\$ 61.00	\$ 1,009.74
2034	\$ 392.89	\$ 567.48	\$ 62.22	\$ 1,022.60
2035	\$ 438.23	\$ 547.35	\$ 63.46	\$ 1,049.04
2036	\$ 468.45	\$ 524.89	\$ 64.73	\$ 1,058.07
2037	\$ 513.78	\$ 500.88	\$ 66.03	\$ 1,080.69
2038	\$ 559.12	\$ 474.55	\$ 67.35	\$ 1,101.02
2039	\$ 604.45	\$ 445.90	\$ 68.70	\$ 1,119.04
2040	\$ 649.78	\$ 414.92	\$ 70.07	\$ 1,134.77
2041	\$ 710.23	\$ 380.80	\$ 71.47	\$ 1,162.50
2042	\$ 740.45	\$ 343.52	\$ 72.90	\$ 1,156.87
2043	\$ 800.90	\$ 304.64	\$ 74.36	\$ 1,179.90
2044	\$ 861.34	\$ 262.60	\$ 75.85	\$ 1,199.78
2045	\$ 921.79	\$ 217.38	\$ 77.36	\$ 1,216.53
2046	\$ 997.34	\$ 168.98	\$ 78.91	\$ 1,245.23
2047	\$ 1,072.90	\$ 116.62	\$ 80.49	\$ 1,270.01
2048	\$ 1,148.46	\$ 60.29	\$ 82.10	\$ 1,290.85
Total	\$ 13,539.69	\$ 13,834.57	\$ 1,782.09	\$ 29,156.35

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT P-2 - PROJECTED LOT TYPE 5 ANNUAL INSTALLMENTS PER LOT

Installment Due 1/31	Principal	Interest	Annual Collection Costs	Total
2021	\$ 99.97	\$ 919.73	\$ 63.64	\$ 1,083.35
2022	\$ 119.97	\$ 915.24	\$ 64.91	\$ 1,100.12
2023	\$ 139.96	\$ 909.84	\$ 66.21	\$ 1,116.01
2024	\$ 179.95	\$ 903.54	\$ 67.54	\$ 1,151.03
2025	\$ 199.95	\$ 895.44	\$ 68.89	\$ 1,164.28
2026	\$ 219.94	\$ 886.44	\$ 70.27	\$ 1,176.65
2027	\$ 259.93	\$ 876.55	\$ 71.67	\$ 1,208.15
2028	\$ 299.92	\$ 864.85	\$ 73.10	\$ 1,237.88
2029	\$ 319.92	\$ 851.35	\$ 74.57	\$ 1,245.84
2030	\$ 359.91	\$ 836.96	\$ 76.06	\$ 1,272.92
2031	\$ 399.90	\$ 818.51	\$ 77.58	\$ 1,295.99
2032	\$ 439.89	\$ 798.02	\$ 79.13	\$ 1,317.03
2033	\$ 479.87	\$ 775.47	\$ 80.71	\$ 1,336.06
2034	\$ 519.86	\$ 750.88	\$ 82.33	\$ 1,353.07
2035	\$ 579.85	\$ 724.24	\$ 83.97	\$ 1,388.06
2036	\$ 619.84	\$ 694.52	\$ 85.65	\$ 1,400.01
2037	\$ 679.82	\$ 662.75	\$ 87.37	\$ 1,429.94
2038	\$ 739.81	\$ 627.91	\$ 89.11	\$ 1,456.83
2039	\$ 799.79	\$ 590.00	\$ 90.90	\$ 1,480.68
2040	\$ 859.78	\$ 549.01	\$ 92.71	\$ 1,501.50
2041	\$ 939.75	\$ 503.87	\$ 94.57	\$ 1,538.19
2042	\$ 979.74	\$ 454.53	\$ 96.46	\$ 1,530.74
2043	\$ 1,059.72	\$ 403.09	\$ 98.39	\$ 1,561.21
2044	\$ 1,139.70	\$ 347.46	\$ 100.36	\$ 1,587.52
2045	\$ 1,219.68	\$ 287.62	\$ 102.36	\$ 1,609.67
2046	\$ 1,319.66	\$ 223.59	\$ 104.41	\$ 1,647.66
2047	\$ 1,419.63	\$ 154.31	\$ 106.50	\$ 1,680.44
2048	\$ 1,519.60	\$ 79.78	\$ 108.63	\$ 1,708.01
Total	\$ 17,915.32	\$ 18,305.50	\$ 2,358.01	\$ 38,578.83

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT P-3 - PROJECTED LOT TYPE 6 ANNUAL INSTALLMENTS PER LOT

Installment Due 1/31	Principal	Interest	Annual Collection Costs	Total
2021	\$ 123.78	\$ 1,138.72	\$ 78.79	\$ 1,341.29
2022	\$ 148.53	\$ 1,133.15	\$ 80.37	\$ 1,362.05
2023	\$ 173.29	\$ 1,126.47	\$ 81.98	\$ 1,381.73
2024	\$ 222.80	\$ 1,118.67	\$ 83.62	\$ 1,425.08
2025	\$ 247.55	\$ 1,108.64	\$ 85.29	\$ 1,441.49
2026	\$ 272.31	\$ 1,097.50	\$ 87.00	\$ 1,456.81
2027	\$ 321.82	\$ 1,085.25	\$ 88.74	\$ 1,495.80
2028	\$ 371.33	\$ 1,070.77	\$ 90.51	\$ 1,532.61
2029	\$ 396.09	\$ 1,054.06	\$ 92.32	\$ 1,542.46
2030	\$ 445.60	\$ 1,036.23	\$ 94.17	\$ 1,576.00
2031	\$ 495.11	\$ 1,013.39	\$ 96.05	\$ 1,604.55
2032	\$ 544.62	\$ 988.02	\$ 97.97	\$ 1,630.61
2033	\$ 594.13	\$ 960.11	\$ 99.93	\$ 1,654.17
2034	\$ 643.64	\$ 929.66	\$ 101.93	\$ 1,675.23
2035	\$ 717.91	\$ 896.67	\$ 103.97	\$ 1,718.55
2036	\$ 767.42	\$ 859.88	\$ 106.05	\$ 1,733.35
2037	\$ 841.69	\$ 820.55	\$ 108.17	\$ 1,770.40
2038	\$ 915.95	\$ 777.41	\$ 110.33	\$ 1,803.70
2039	\$ 990.22	\$ 730.47	\$ 112.54	\$ 1,833.23
2040	\$ 1,064.48	\$ 679.72	\$ 114.79	\$ 1,859.00
2041	\$ 1,163.51	\$ 623.84	\$ 117.08	\$ 1,904.43
2042	\$ 1,213.02	\$ 562.75	\$ 119.43	\$ 1,895.20
2043	\$ 1,312.04	\$ 499.07	\$ 121.82	\$ 1,932.92
2044	\$ 1,411.06	\$ 430.19	\$ 124.25	\$ 1,965.50
2045	\$ 1,510.08	\$ 356.11	\$ 126.74	\$ 1,992.93
2046	\$ 1,633.86	\$ 276.83	\$ 129.27	\$ 2,039.96
2047	\$ 1,757.64	\$ 191.05	\$ 131.86	\$ 2,080.54
2048	\$ 1,881.41	\$ 98.77	\$ 134.49	\$ 2,114.68
Total	\$ 22,180.88	\$ 22,663.95	\$ 2,919.44	\$ 47,764.27

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT P-4 - PROJECTED LOT TYPE 7 ANNUAL INSTALLMENTS PER LOT

Installment Due 1/31	Principal	Interest	Annual Collection Costs	Total
2021	\$ 145.11	\$ 1,334.95	\$ 92.37	\$ 1,572.43
2022	\$ 174.13	\$ 1,328.42	\$ 94.22	\$ 1,596.76
2023	\$ 203.15	\$ 1,320.58	\$ 96.10	\$ 1,619.83
2024	\$ 261.19	\$ 1,311.44	\$ 98.03	\$ 1,670.66
2025	\$ 290.21	\$ 1,299.69	\$ 99.99	\$ 1,689.89
2026	\$ 319.23	\$ 1,286.63	\$ 101.99	\$ 1,707.85
2027	\$ 377.28	\$ 1,272.26	\$ 104.03	\$ 1,753.56
2028	\$ 435.32	\$ 1,255.28	\$ 106.11	\$ 1,796.71
2029	\$ 464.34	\$ 1,235.69	\$ 108.23	\$ 1,808.26
2030	\$ 522.38	\$ 1,214.80	\$ 110.39	\$ 1,847.58
2031	\$ 580.43	\$ 1,188.03	\$ 112.60	\$ 1,881.05
2032	\$ 638.47	\$ 1,158.28	\$ 114.85	\$ 1,911.60
2033	\$ 696.51	\$ 1,125.56	\$ 117.15	\$ 1,939.22
2034	\$ 754.56	\$ 1,089.86	\$ 119.49	\$ 1,963.91
2035	\$ 841.62	\$ 1,051.19	\$ 121.88	\$ 2,014.69
2036	\$ 899.66	\$ 1,008.06	\$ 124.32	\$ 2,032.04
2037	\$ 986.73	\$ 961.95	\$ 126.81	\$ 2,075.48
2038	\$ 1,073.79	\$ 911.38	\$ 129.34	\$ 2,114.51
2039	\$ 1,160.85	\$ 856.35	\$ 131.93	\$ 2,149.13
2040	\$ 1,247.92	\$ 796.85	\$ 134.57	\$ 2,179.34
2041	\$ 1,364.00	\$ 731.34	\$ 137.26	\$ 2,232.60
2042	\$ 1,422.05	\$ 659.73	\$ 140.01	\$ 2,221.78
2043	\$ 1,538.13	\$ 585.07	\$ 142.81	\$ 2,266.01
2044	\$ 1,654.22	\$ 504.32	\$ 145.66	\$ 2,304.20
2045	\$ 1,770.30	\$ 417.47	\$ 148.58	\$ 2,336.35
2046	\$ 1,915.41	\$ 324.53	\$ 151.55	\$ 2,391.49
2047	\$ 2,060.52	\$ 223.97	\$ 154.58	\$ 2,439.07
2048	\$ 2,205.62	\$ 115.80	\$ 157.67	\$ 2,479.09
Total	\$ 26,003.13	\$ 26,569.45	\$ 3,422.53	\$ 55,995.11

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT Q - IMPROVEMENT AREA #2 ASSESSMENT ROLL

Address	Block and Lot	Lot Type	Improvement Area #2 Assessments	
			Outstanding Assessment	Installment Due 1/31/22
9504 Petrichor Boulevard	Block A Lot 1	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9508 Petrichor Boulevard	Block A Lot 2	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9512 Petrichor Boulevard	Block A Lot 3	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9516 Petrichor Boulevard	Block A Lot 4	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9520 Petrichor Boulevard	Block A Lot 5	Lot Type 10	\$ 32,440.38	\$ 1,944.70
	Block A Lot 6	Non-Benefited	\$ -	\$ -
	Block A Lot 7	Non-Benefited	\$ -	\$ -
	Block B Lot 1	Non-Benefited	\$ -	\$ -
16705 Radiant Drive	Block B Lot 2	Lot Type 9	\$ 23,982.00	\$ 1,437.65
16703 Radiant Drive	Block B Lot 3	Lot Type 9	\$ 23,982.00	\$ 1,437.65
16701 Radiant Drive	Block B Lot 4	Lot Type 9	\$ 23,982.00	\$ 1,437.65
16700 Sonoma Breeze Drive	Block B Lot 5A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16702 Sonoma Breeze Drive	Block B Lot 5B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16704 Sonoma Breeze Drive	Block B Lot 6A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16706 Sonoma Breeze Drive	Block B Lot 6B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
	Block B Lot 7	Non-Benefited	\$ -	\$ -
16707 Radiant Drive	Block B Lot 8A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16709 Radiant Drive	Block B Lot 8B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16711 Radiant Drive	Block B Lot 9A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16713 Radiant Drive	Block B Lot 9B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16714 Sonoma Breeze Drive	Block B Lot 10A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16712 Sonoma Breeze Drive	Block B Lot 10B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16710 Sonoma Breeze Drive	Block B Lot 11A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16708 Sonoma Breeze Drive	Block B Lot 11B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16721 Radiant Drive	Block B Lot 12A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16719 Radiant Drive	Block B Lot 12B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16717 Radiant Drive	Block B Lot 13A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16715 Radiant Drive	Block B Lot 13B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16716 Sonoma Breeze Drive	Block B Lot 14A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16718 Sonoma Breeze Drive	Block B Lot 14B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16720 Sonoma Breeze Drive	Block B Lot 15A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16722 Sonoma Breeze Drive	Block B Lot 15B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
	Block B Lot 16	Non-Benefited	\$ -	\$ -
16807 Radiant Drive	Block B Lot 16A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16805 Radiant Drive	Block B Lot 16B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16803 Radiant Drive	Block B Lot 17A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16801 Radiant Drive	Block B Lot 17B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16806 Sonoma Breeze Drive	Block B Lot 18A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16804 Sonoma Breeze Drive	Block B Lot 18B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16802 Sonoma Breeze Drive	Block B Lot 19A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16800 Sonoma Breeze Drive	Block B Lot 19B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16809 Radiant Drive	Block B Lot 20A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16811 Radiant Drive	Block B Lot 20B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16813 Radiant Drive	Block B Lot 21A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16815 Radiant Drive	Block B Lot 21B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16808 Sonoma Breeze Drive	Block B Lot 22A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16810 Sonoma Breeze Drive	Block B Lot 22B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16812 Sonoma Breeze Drive	Block B Lot 23A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16814 Sonoma Breeze Drive	Block B Lot 23B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
	Block B Lot 24	Non-Benefited	\$ -	\$ -

			Improvement Area #2 Assessments	
Address	Block and Lot	Lot Type	Outstanding Assessment	Installment Due 1/31/22
9500 Radiant Drive	Block B Lot 25A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
9502 Radiant Drive	Block B Lot 25B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
9504 Radiant Drive	Block B Lot 26A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
9506 Radiant Drive	Block B Lot 26B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
9508 Sonoma Breeze Drive	Block B Lot 27A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
9510 Sonoma Breeze Drive	Block B Lot 27B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
9512 Sonoma Breeze Drive	Block B Lot 28A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
9514 Sonoma Breeze Drive	Block B Lot 28B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
9501 Grapevine Leaf Drive	Block C Lot 1	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9503 Grapevine Leaf Drive	Block C Lot 2	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9505 Grapevine Leaf Drive	Block C Lot 3	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9507 Grapevine Leaf Drive	Block C Lot 4	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9509 Grapevine Leaf Drive	Block C Lot 5	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9511 Grapevine Leaf Drive	Block C Lot 6	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9513 Grapevine Leaf Drive	Block C Lot 7	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9601 Grapevine Leaf Drive	Block C Lot 8	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9603 Grapevine Leaf Drive	Block C Lot 9	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9605 Grapevine Leaf Drive	Block C Lot 10	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9607 Grapevine Leaf Drive	Block C Lot 11	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9609 Grapevine Leaf Drive	Block C Lot 12	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9613 Grapevine Leaf Drive	Block C Lot 13	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9617 Grapevine Leaf Drive	Block C Lot 14	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9621 Grapevine Leaf Drive	Block C Lot 15	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9701 Grapevine Leaf Drive	Block C Lot 16	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9713 Grapevine Leaf Drive	Block C Lot 17	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9717 Grapevine Leaf Drive	Block C Lot 18	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9721 Grapevine Leaf Drive	Block C Lot 19	Lot Type 9	\$ 23,982.00	\$ 1,437.65
	Block C Lot 20	Non-Benefited	\$ -	\$ -
9612 Morning Iris Drive	Block C Lot 21	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9610 Morning Iris Drive	Block C Lot 22	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9608 Morning Iris Drive	Block C Lot 23	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9606 Morning Iris Drive	Block C Lot 24	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9604 Morning Iris Drive	Block C Lot 25	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9602 Morning Iris Drive	Block C Lot 26	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9600 Morning Iris Drive	Block C Lot 27	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9514 Morning Iris Drive	Block C Lot 28	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9512 Morning Iris Drive	Block C Lot 29	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9510 Morning Iris Drive	Block C Lot 30	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9508 Morning Iris Drive	Block C Lot 31	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9506 Morning Iris Drive	Block C Lot 32	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9504 Morning Iris Drive	Block C Lot 33	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9502 Morning Iris Drive	Block C Lot 34	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9500 Morning Iris Drive	Block C Lot 35	Lot Type 9	\$ 23,982.00	\$ 1,437.65
	Block C Lot 36	Non-Benefited	\$ -	\$ -
9501 Morning Iris Drive	Block D Lot 1	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9503 Morning Iris Drive	Block D Lot 2	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9505 Morning Iris Drive	Block D Lot 3	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9507 Morning Iris Drive	Block D Lot 4	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9509 Morning Iris Drive	Block D Lot 5	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9511 Morning Iris Drive	Block D Lot 6	Lot Type 9	\$ 23,982.00	\$ 1,437.65

Address	Block and Lot	Lot Type	Improvement Area #2 Assessments	
			Outstanding Assessment	Installment Due 1/31/22
9513 Morning Iris Drive	Block D Lot 7	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9515 Morning Iris Drive	Block D Lot 8	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9601 Morning Iris Drive	Block D Lot 9	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9603 Morning Iris Drive	Block D Lot 10	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9605 Morning Iris Drive	Block D Lot 11	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9607 Morning Iris Drive	Block D Lot 12	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9609 Morning Iris Drive	Block D Lot 13	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9611 Morning Iris Drive	Block D Lot 14	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9613 Morning Iris Drive	Block D Lot 15	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9615 Morning Iris Drive	Block D Lot 16	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9701 Morning Iris Drive	Block D Lot 17	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9703 Morning Iris Drive	Block D Lot 18	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9705 Morning Iris Drive	Block D Lot 19	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9709 Morning Iris Drive	Block D Lot 20	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9713 Morning Iris Drive	Block D Lot 21	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9717 Morning Iris Drive	Block D Lot 22	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9721 Morning Iris Drive	Block D Lot 23	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9725 Morning Iris Drive	Block D Lot 24	Lot Type 9	\$ 23,982.00	\$ 1,437.65
16900 Adoro Drive	Block D Lot 25	Lot Type 9	\$ 23,982.00	\$ 1,437.65
16904 Adoro Drive	Block D Lot 26	Lot Type 9	\$ 23,982.00	\$ 1,437.65
16908 Adoro Drive	Block D Lot 27	Lot Type 9	\$ 23,982.00	\$ 1,437.65
16916 Adoro Drive	Block D Lot 28	Lot Type 9	\$ 23,982.00	\$ 1,437.65
16920 Adoro Drive	Block D Lot 29	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17000 Adoro Drive	Block D Lot 30	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17004 Adoro Drive	Block D Lot 31	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17008 Adoro Drive	Block D Lot 32	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17012 Adoro Drive	Block D Lot 33	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17016 Adoro Drive	Block D Lot 34	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17020 Adoro Drive	Block D Lot 35	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17100 Adoro Drive	Block D Lot 36	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17102 Adoro Drive	Block D Lot 37	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17104 Adoro Drive	Block D Lot 38	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17106 Adoro Drive	Block D Lot 39	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17112 Adoro Drive	Block D Lot 40	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17114 Adoro Drive	Block D Lot 41	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17116 Adoro Drive	Block D Lot 42	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17200 Adoro Drive	Block D Lot 43	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17202 Adoro Drive	Block D Lot 44	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17204 Adoro Drive	Block D Lot 45	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17208 Adoro Drive	Block D Lot 46	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17212 Adoro Drive	Block D Lot 47	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17216 Adoro Drive	Block D Lot 48	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17218 Adoro Drive	Block D Lot 49	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17220 Adoro Drive	Block D Lot 50	Lot Type 9	\$ 23,982.00	\$ 1,437.65
	Block D Lot 51	Non-Benefited	\$ -	\$ -
17221 Adoro Drive	Block E Lot 1	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17217 Adoro Drive	Block E Lot 2	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17213 Adoro Drive	Block E Lot 3	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17209 Adoro Drive	Block E Lot 4	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17205 Adoro Drive	Block E Lot 5	Lot Type 10	\$ 32,440.38	\$ 1,944.70

Address	Block and Lot	Lot Type	Improvement Area #2 Assessments	
			Outstanding Assessment	Installment Due 1/31/22
17201 Adoro Drive	Block E Lot 6	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17117 Adoro Drive	Block E Lot 7	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17113 Adoro Drive	Block E Lot 8	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17109 Adoro Drive	Block E Lot 9	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17105 Adoro Drive	Block E Lot 10	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17101 Adoro Drive	Block E Lot 11	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17201 Adoro Drive	Block E Lot 12	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17017 Adoro Drive	Block E Lot 13	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17013 Adoro Drive	Block E Lot 14	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17009 Adoro Drive	Block E Lot 15	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17005 Adoro Drive	Block E Lot 16	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17001 Adoro Drive	Block E Lot 17	Lot Type 10	\$ 32,440.38	\$ 1,944.70
	Block E Lot 18	Non-Benefited	\$ -	\$ -
	Block E Lot 19	Non-Benefited	\$ -	\$ -
16921 Adoro Drive	Block F Lot 1	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16917 Adoro Drive	Block F Lot 2	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16913 Adoro Drive	Block F Lot 3	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16909 Adoro Drive	Block F Lot 4	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16905 Adoro Drive	Block F Lot 5	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16901 Adoro Drive	Block F Lot 6	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16821 Adoro Drive	Block F Lot 7	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16817 Adoro Drive	Block F Lot 8	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16813 Adoro Drive	Block F Lot 9	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16809 Adoro Drive	Block F Lot 10	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16805 Adoro Drive	Block F Lot 11	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16801 Adoro Drive	Block F Lot 12	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16721 Adoro Drive	Block F Lot 13	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16717 Adoro Drive	Block F Lot 14	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16713 Adoro Drive	Block F Lot 15	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16709 Adoro Drive	Block F Lot 16	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16705 Adoro Drive	Block F Lot 17	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16701 Adoro Drive	Block F Lot 18	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9836 Evening Canopy Drive	Block F Lot 19	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9832 Evening Canopy Drive	Block F Lot 20	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9828 Evening Canopy Drive	Block F Lot 21	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9824 Evening Canopy Drive	Block F Lot 22	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9820 Evening Canopy Drive	Block F Lot 23	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9816 Evening Canopy Drive	Block F Lot 24	Lot Type 10	\$ 32,440.38	\$ 1,944.70
	Block F Lot 25	Non-Benefited	\$ -	\$ -
	Block F Lot 26	Non-Benefited	\$ -	\$ -
	Block G Lot 1	Non-Benefited	\$ -	\$ -
9808 Evening Canopy Drive	Block G Lot 2	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9804 Evening Canopy Drive	Block G Lot 3	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9800 Evening Canopy Drive	Block G Lot 4	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9724 Evening Canopy Drive	Block G Lot 5	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9720 Evening Canopy Drive	Block G Lot 6	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9716 Evening Canopy Drive	Block G Lot 7	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9712 Evening Canopy Drive	Block G Lot 8	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9708 Evening Canopy Drive	Block G Lot 9	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9704 Evening Canopy Drive	Block G Lot 10	Lot Type 10	\$ 32,440.38	\$ 1,944.70

Address	Block and Lot	Lot Type	Improvement Area #2 Assessments	
			Outstanding Assessment	Installment Due 1/31/22
9700 Evening Canopy Drive	Block G Lot 11	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9624 Evening Canopy Drive	Block G Lot 12	Lot Type 10	\$ 32,440.38	\$ 1,944.70
	Block G Lot 13	Non-Benefited	\$ -	\$ -
9601 Evening Canopy Drive	Block H Lot 1	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9605 Evening Canopy Drive	Block H Lot 2	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9609 Evening Canopy Drive	Block H Lot 3	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9613 Evening Canopy Drive	Block H Lot 4	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9617 Evening Canopy Drive	Block H Lot 5	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9621 Evening Canopy Drive	Block H Lot 6	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9625 Evening Canopy Drive	Block H Lot 7	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9701 Evening Canopy Drive	Block H Lot 8	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9705 Evening Canopy Drive	Block H Lot 9	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9709 Evening Canopy Drive	Block H Lot 10	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9713 Evening Canopy Drive	Block H Lot 11	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9717 Evening Canopy Drive	Block H Lot 12	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9721 Evening Canopy Drive	Block H Lot 13	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9725 Evening Canopy Drive	Block H Lot 14	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9801 Evening Canopy Drive	Block H Lot 15	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9805 Evening Canopy Drive	Block H Lot 16	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9809 Evening Canopy Drive	Block H Lot 17	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9813 Evening Canopy Drive	Block H Lot 18	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9817 Evening Canopy Drive	Block H Lot 19	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9821 Evening Canopy Drive	Block H Lot 20	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9825 Evening Canopy Drive	Block H Lot 21	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9829 Evening Canopy Drive	Block H Lot 22	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9824 Eloquence Drive	Block H Lot 23	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9820 Eloquence Drive	Block H Lot 24	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9816 Eloquence Drive	Block H Lot 25	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9812 Eloquence Drive	Block H Lot 26	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9808 Eloquence Drive	Block H Lot 27	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9804 Eloquence Drive	Block H Lot 28	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9800 Eloquence Drive	Block H Lot 29	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9724 Eloquence Drive	Block H Lot 30	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9720 Eloquence Drive	Block H Lot 31	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9716 Eloquence Drive	Block H Lot 32	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9712 Eloquence Drive	Block H Lot 33	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9708 Eloquence Drive	Block H Lot 34	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9704 Eloquence Drive	Block H Lot 35	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9700 Eloquence Drive	Block H Lot 36	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9624 Eloquence Drive	Block H Lot 37	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9620 Eloquence Drive	Block H Lot 38	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9616 Eloquence Drive	Block H Lot 39	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9612 Eloquence Drive	Block H Lot 40	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9608 Eloquence Drive	Block H Lot 41	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9604 Eloquence Drive	Block H Lot 42	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9600 Eloquence Drive	Block H Lot 43	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9601 Eloquence Drive	Block I Lot 1	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9605 Eloquence Drive	Block I Lot 2	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9609 Eloquence Drive	Block I Lot 3	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9613 Eloquence Drive	Block I Lot 4	Lot Type 10	\$ 32,440.38	\$ 1,944.70

			Improvement Area #2 Assessments	
Address	Block and Lot	Lot Type	Outstanding Assessment	Installment Due 1/31/22
9617 Eloquence Drive	Block I Lot 5	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9621 Eloquence Drive	Block I Lot 6	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9625 Eloquence Drive	Block I Lot 7	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9701 Eloquence Drive	Block I Lot 8	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9709 Eloquence Drive	Block I Lot 9	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9717 Eloquence Drive	Block I Lot 10	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9721 Eloquence Drive	Block I Lot 11	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9725 Eloquence Drive	Block I Lot 12	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9801 Eloquence Drive	Block I Lot 13	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9805 Eloquence Drive	Block I Lot 14	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9809 Eloquence Drive	Block I Lot 15	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9813 Eloquence Drive	Block I Lot 16	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9817 Eloquence Drive	Block I Lot 17	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9821 Eloquence Drive	Block I Lot 18	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9825 Eloquence Drive	Block I Lot 19	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9820 Grapevine Leaf Drive	Block I Lot 20	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9816 Grapevine Leaf Drive	Block I Lot 21	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9812 Grapevine Leaf Drive	Block I Lot 22	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9808 Grapevine Leaf Drive	Block I Lot 23	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9804 Grapevine Leaf Drive	Block I Lot 24	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9800 Grapevine Leaf Drive	Block I Lot 25	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9720 Grapevine Leaf Drive	Block I Lot 26	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9716 Grapevine Leaf Drive	Block I Lot 27	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9712 Grapevine Leaf Drive	Block I Lot 28	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9708 Grapevine Leaf Drive	Block I Lot 29	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9700 Grapevine Leaf Drive	Block I Lot 30	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9620 Grapevine Leaf Drive	Block I Lot 31	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9616 Grapevine Leaf Drive	Block I Lot 32	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9612 Grapevine Leaf Drive	Block I Lot 33	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9608 Grapevine Leaf Drive	Block I Lot 34	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9604 Grapevine Leaf Drive	Block I Lot 35	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9600 Grapevine Leaf Drive	Block I Lot 36	Lot Type 10	\$ 32,440.38	\$ 1,944.70
	Block J Lot 1	Non-Benefited	\$ -	\$ -
Total			\$ 7,540,000.00	\$ 452,000.00

**EXHIBIT R - PROJECTED ANNUAL INSTALLMENTS FOR IMPROVEMENT AREA #2
ASSESSED PARCELS**

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Total
2022	\$ 35,000	\$ 377,000	\$ 40,000	\$ 452,000
2023	\$ 45,000	\$ 375,250	\$ 40,800	\$ 461,050
2024	\$ 50,000	\$ 373,000	\$ 41,616	\$ 464,616
2025	\$ 60,000	\$ 370,500	\$ 42,448	\$ 472,948
2026	\$ 70,000	\$ 367,500	\$ 43,297	\$ 480,797
2027	\$ 80,000	\$ 364,000	\$ 44,163	\$ 488,163
2028	\$ 90,000	\$ 360,000	\$ 45,046	\$ 495,046
2029	\$ 100,000	\$ 355,500	\$ 45,947	\$ 501,447
2030	\$ 115,000	\$ 350,500	\$ 46,866	\$ 512,366
2031	\$ 130,000	\$ 344,750	\$ 47,804	\$ 522,554
2032	\$ 140,000	\$ 338,250	\$ 48,760	\$ 527,010
2033	\$ 155,000	\$ 331,250	\$ 49,735	\$ 535,985
2034	\$ 170,000	\$ 323,500	\$ 50,730	\$ 544,230
2035	\$ 185,000	\$ 315,000	\$ 51,744	\$ 551,744
2036	\$ 205,000	\$ 305,750	\$ 52,779	\$ 563,529
2037	\$ 220,000	\$ 295,500	\$ 53,835	\$ 569,335
2038	\$ 240,000	\$ 284,500	\$ 54,911	\$ 579,411
2039	\$ 260,000	\$ 272,500	\$ 56,010	\$ 588,510
2040	\$ 280,000	\$ 259,500	\$ 57,130	\$ 596,630
2041	\$ 305,000	\$ 245,500	\$ 58,272	\$ 608,772
2042	\$ 330,000	\$ 230,250	\$ 59,438	\$ 619,688
2043	\$ 355,000	\$ 213,750	\$ 60,627	\$ 629,377
2044	\$ 380,000	\$ 196,000	\$ 61,839	\$ 637,839
2045	\$ 410,000	\$ 177,000	\$ 63,076	\$ 650,076
2046	\$ 440,000	\$ 156,500	\$ 64,337	\$ 660,837
2047	\$ 470,000	\$ 134,500	\$ 65,624	\$ 670,124
2048	\$ 500,000	\$ 111,000	\$ 66,937	\$ 677,937
2049	\$ 535,000	\$ 86,000	\$ 68,275	\$ 689,275
2050	\$ 575,000	\$ 59,250	\$ 69,641	\$ 703,891
2051	\$ 610,000	\$ 30,500	\$ 71,034	\$ 711,534
Total	\$ 7,540,000	\$ 8,004,000	\$ 1,622,723	\$ 17,166,723

[a] Interest rate is calculated at a 5.00% for illustrative purposes only.

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT S-1 - PROJECTED LOT TYPE 8 ANNUAL INSTALLMENTS PER LOT

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Total
2022	\$ 109.89	\$ 1,183.72	\$ 125.59	\$ 1,419.21
2023	\$ 141.29	\$ 1,178.23	\$ 128.11	\$ 1,447.62
2024	\$ 156.99	\$ 1,171.16	\$ 130.67	\$ 1,458.82
2025	\$ 188.39	\$ 1,163.31	\$ 133.28	\$ 1,484.98
2026	\$ 219.79	\$ 1,153.89	\$ 135.95	\$ 1,509.63
2027	\$ 251.19	\$ 1,142.90	\$ 138.67	\$ 1,532.76
2028	\$ 282.59	\$ 1,130.34	\$ 141.44	\$ 1,554.37
2029	\$ 313.98	\$ 1,116.21	\$ 144.27	\$ 1,574.47
2030	\$ 361.08	\$ 1,100.52	\$ 147.15	\$ 1,608.75
2031	\$ 408.18	\$ 1,082.46	\$ 150.10	\$ 1,640.74
2032	\$ 439.58	\$ 1,062.05	\$ 153.10	\$ 1,654.73
2033	\$ 486.68	\$ 1,040.07	\$ 156.16	\$ 1,682.91
2034	\$ 533.77	\$ 1,015.74	\$ 159.28	\$ 1,708.80
2035	\$ 580.87	\$ 989.05	\$ 162.47	\$ 1,732.39
2036	\$ 643.67	\$ 960.01	\$ 165.72	\$ 1,769.39
2037	\$ 690.77	\$ 927.82	\$ 169.03	\$ 1,787.62
2038	\$ 753.56	\$ 893.29	\$ 172.41	\$ 1,819.26
2039	\$ 816.36	\$ 855.61	\$ 175.86	\$ 1,847.83
2040	\$ 879.16	\$ 814.79	\$ 179.38	\$ 1,873.32
2041	\$ 957.65	\$ 770.83	\$ 182.97	\$ 1,911.45
2042	\$ 1,036.15	\$ 722.95	\$ 186.63	\$ 1,945.72
2043	\$ 1,114.64	\$ 671.14	\$ 190.36	\$ 1,976.14
2044	\$ 1,193.14	\$ 615.41	\$ 194.17	\$ 2,002.72
2045	\$ 1,287.34	\$ 555.75	\$ 198.05	\$ 2,041.14
2046	\$ 1,381.53	\$ 491.39	\$ 202.01	\$ 2,074.93
2047	\$ 1,475.73	\$ 422.31	\$ 206.05	\$ 2,104.09
2048	\$ 1,569.92	\$ 348.52	\$ 210.17	\$ 2,128.62
2049	\$ 1,679.82	\$ 270.03	\$ 214.37	\$ 2,164.22
2050	\$ 1,805.41	\$ 186.04	\$ 218.66	\$ 2,210.11
2051	\$ 1,915.30	\$ 95.77	\$ 223.03	\$ 2,234.10
Total	\$ 23,674.42	\$ 25,131.31	\$ 5,095.10	\$ 53,900.83

[a] Interest rate is calculated at a 5.00% for illustrative purposes only.

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT S-2 - PROJECTED LOT TYPE 9 ANNUAL INSTALLMENTS PER LOT

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Total
2022	\$ 111.32	\$ 1,199.10	\$ 127.23	\$ 1,437.65
2023	\$ 143.13	\$ 1,193.53	\$ 129.77	\$ 1,466.43
2024	\$ 159.03	\$ 1,186.38	\$ 132.37	\$ 1,477.77
2025	\$ 190.84	\$ 1,178.43	\$ 135.01	\$ 1,504.28
2026	\$ 222.64	\$ 1,168.88	\$ 137.71	\$ 1,529.24
2027	\$ 254.45	\$ 1,157.75	\$ 140.47	\$ 1,552.67
2028	\$ 286.26	\$ 1,145.03	\$ 143.28	\$ 1,574.56
2029	\$ 318.06	\$ 1,130.72	\$ 146.14	\$ 1,594.92
2030	\$ 365.77	\$ 1,114.81	\$ 149.06	\$ 1,629.65
2031	\$ 413.48	\$ 1,096.52	\$ 152.05	\$ 1,662.05
2032	\$ 445.29	\$ 1,075.85	\$ 155.09	\$ 1,676.23
2033	\$ 493.00	\$ 1,053.59	\$ 158.19	\$ 1,704.77
2034	\$ 540.71	\$ 1,028.94	\$ 161.35	\$ 1,731.00
2035	\$ 588.42	\$ 1,001.90	\$ 164.58	\$ 1,754.90
2036	\$ 652.03	\$ 972.48	\$ 167.87	\$ 1,792.38
2037	\$ 699.74	\$ 939.88	\$ 171.23	\$ 1,810.85
2038	\$ 763.35	\$ 904.89	\$ 174.65	\$ 1,842.90
2039	\$ 826.97	\$ 866.72	\$ 178.15	\$ 1,871.84
2040	\$ 890.58	\$ 825.38	\$ 181.71	\$ 1,897.66
2041	\$ 970.09	\$ 780.85	\$ 185.34	\$ 1,936.28
2042	\$ 1,049.61	\$ 732.34	\$ 189.05	\$ 1,971.00
2043	\$ 1,129.13	\$ 679.86	\$ 192.83	\$ 2,001.82
2044	\$ 1,208.64	\$ 623.40	\$ 196.69	\$ 2,028.73
2045	\$ 1,304.06	\$ 562.97	\$ 200.62	\$ 2,067.66
2046	\$ 1,399.48	\$ 497.77	\$ 204.63	\$ 2,101.88
2047	\$ 1,494.90	\$ 427.80	\$ 208.73	\$ 2,131.42
2048	\$ 1,590.32	\$ 353.05	\$ 212.90	\$ 2,156.27
2049	\$ 1,701.64	\$ 273.53	\$ 217.16	\$ 2,192.33
2050	\$ 1,828.87	\$ 188.45	\$ 221.50	\$ 2,238.82
2051	\$ 1,940.19	\$ 97.01	\$ 225.93	\$ 2,263.13
Total	\$ 23,982.00	\$ 25,457.81	\$ 5,161.29	\$ 54,601.10

[a] Interest rate is calculated at a 5.00% for illustrative purposes only.

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT S-3 - PROJECTED LOT TYPE 10 ANNUAL INSTALLMENTS PER LOT

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Total
2022	\$ 150.59	\$ 1,622.02	\$ 172.10	\$ 1,944.70
2023	\$ 193.61	\$ 1,614.49	\$ 175.54	\$ 1,983.64
2024	\$ 215.12	\$ 1,604.81	\$ 179.05	\$ 1,998.98
2025	\$ 258.15	\$ 1,594.05	\$ 182.63	\$ 2,034.83
2026	\$ 301.17	\$ 1,581.15	\$ 186.28	\$ 2,068.60
2027	\$ 344.20	\$ 1,566.09	\$ 190.01	\$ 2,100.29
2028	\$ 387.22	\$ 1,548.88	\$ 193.81	\$ 2,129.91
2029	\$ 430.24	\$ 1,529.52	\$ 197.69	\$ 2,157.45
2030	\$ 494.78	\$ 1,508.00	\$ 201.64	\$ 2,204.42
2031	\$ 559.32	\$ 1,483.27	\$ 205.67	\$ 2,248.25
2032	\$ 602.34	\$ 1,455.30	\$ 209.79	\$ 2,267.43
2033	\$ 666.88	\$ 1,425.18	\$ 213.98	\$ 2,306.04
2034	\$ 731.41	\$ 1,391.84	\$ 218.26	\$ 2,341.51
2035	\$ 795.95	\$ 1,355.27	\$ 222.63	\$ 2,373.85
2036	\$ 882.00	\$ 1,315.47	\$ 227.08	\$ 2,424.55
2037	\$ 946.54	\$ 1,271.37	\$ 231.62	\$ 2,449.53
2038	\$ 1,032.59	\$ 1,224.04	\$ 236.25	\$ 2,492.88
2039	\$ 1,118.63	\$ 1,172.41	\$ 240.98	\$ 2,532.03
2040	\$ 1,204.68	\$ 1,116.48	\$ 245.80	\$ 2,566.96
2041	\$ 1,312.24	\$ 1,056.25	\$ 250.71	\$ 2,619.21
2042	\$ 1,419.80	\$ 990.64	\$ 255.73	\$ 2,666.17
2043	\$ 1,527.37	\$ 919.65	\$ 260.84	\$ 2,707.85
2044	\$ 1,634.93	\$ 843.28	\$ 266.06	\$ 2,744.26
2045	\$ 1,764.00	\$ 761.53	\$ 271.38	\$ 2,796.91
2046	\$ 1,893.07	\$ 673.33	\$ 276.81	\$ 2,843.21
2047	\$ 2,022.15	\$ 578.68	\$ 282.34	\$ 2,883.17
2048	\$ 2,151.22	\$ 477.57	\$ 287.99	\$ 2,916.78
2049	\$ 2,301.80	\$ 370.01	\$ 293.75	\$ 2,965.56
2050	\$ 2,473.90	\$ 254.92	\$ 299.63	\$ 3,028.45
2051	\$ 2,624.49	\$ 131.22	\$ 305.62	\$ 3,061.33
Total	\$ 32,440.38	\$ 34,436.71	\$ 6,981.67	\$ 73,858.76

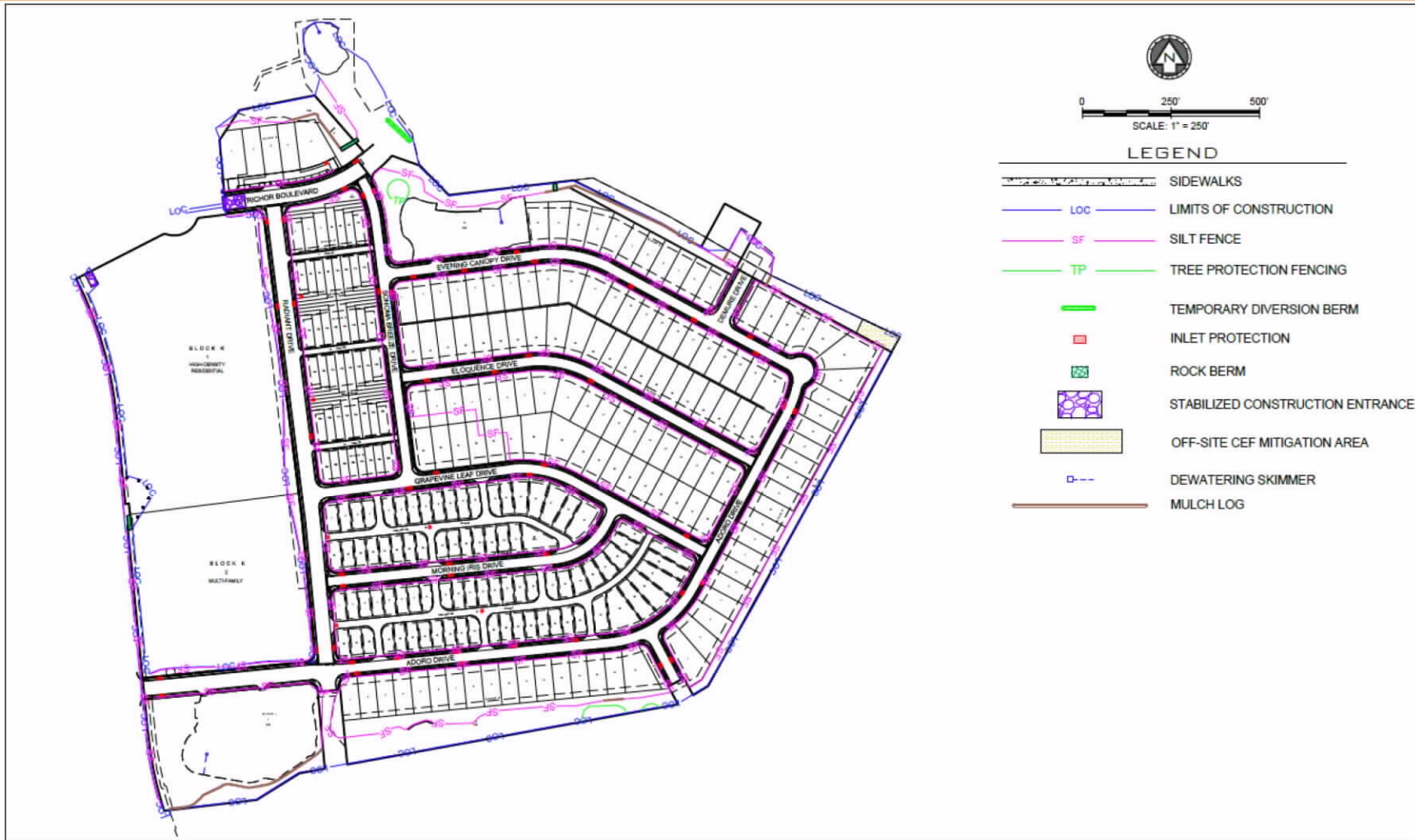
[a] Interest rate is calculated at a 5.00% for illustrative purposes only.

Note: Figures may not sum due to rounding. These Annual Installments are estimates only and may be revised in future Annual Service Plan Updates.

EXHIBIT T-1 - MAP OF IMPROVEMENT AREA #1 IMPROVEMENTS



EXHIBIT T-2 - MAP OF IMPROVEMENT AREA #2 IMPROVEMENTS



WHISPER VALLEY VILLAGE I PHASE 2
EROSION CONTROL ITEMS
 AUSTIN, TEXAS
 1 OF 7

LANDDEV
 CONSULTING, LLC
 OFFICE: 512.872.6696
 FIRM NO. 16384



WHISPER VALLEY VILLAGE I PHASE 2

WASTEWATER IMPROVEMENTS

AUSTIN, TEXAS

2 OF 7



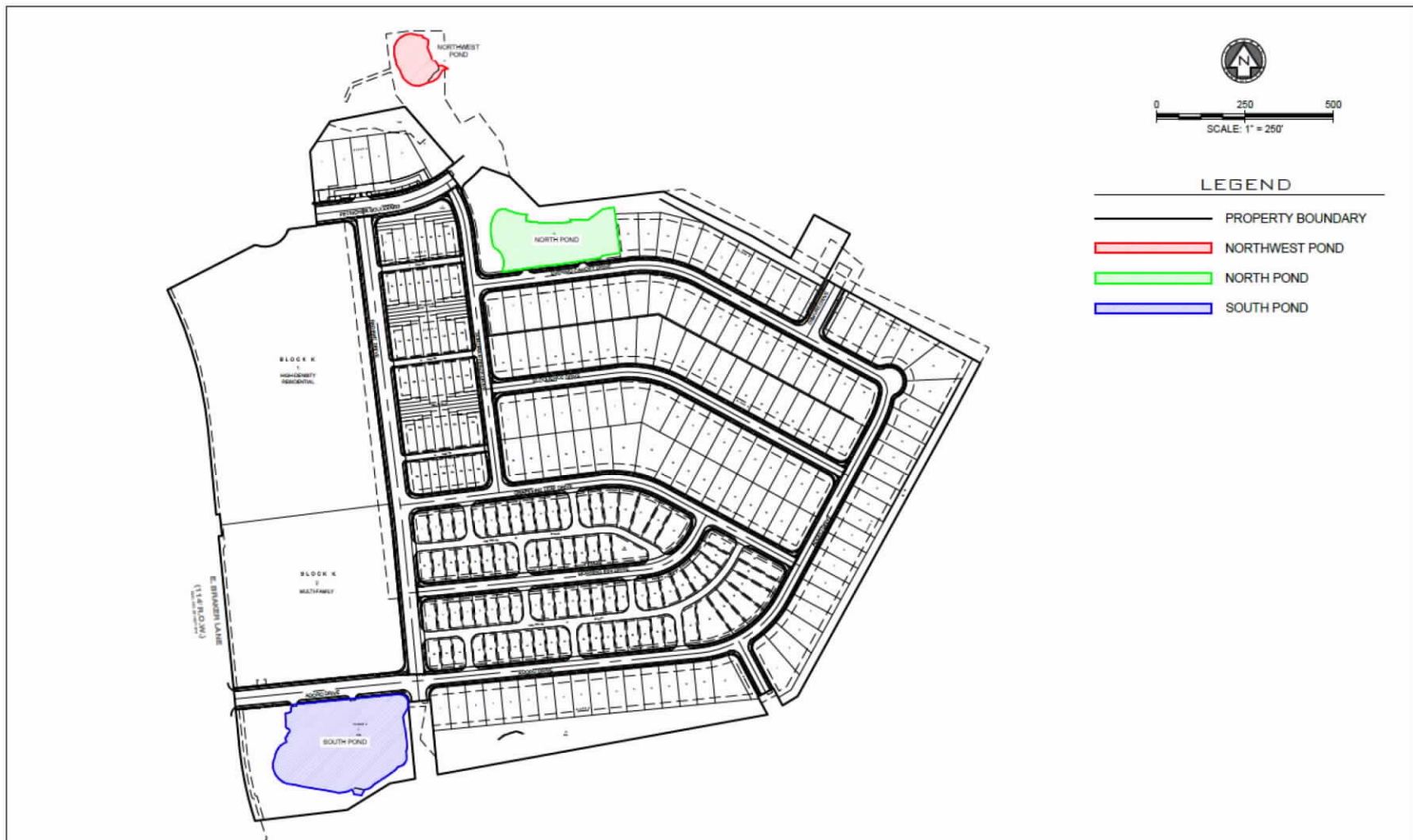


WHISPER VALLEY VILLAGE I PHASE 2

DRAINAGE IMPROVEMENTS

AUSTIN, TEXAS
3 OF 7

LANDDEV
CONSULTING, LLC
OFFICE: 512.872.6696
FIRM NO. 16284



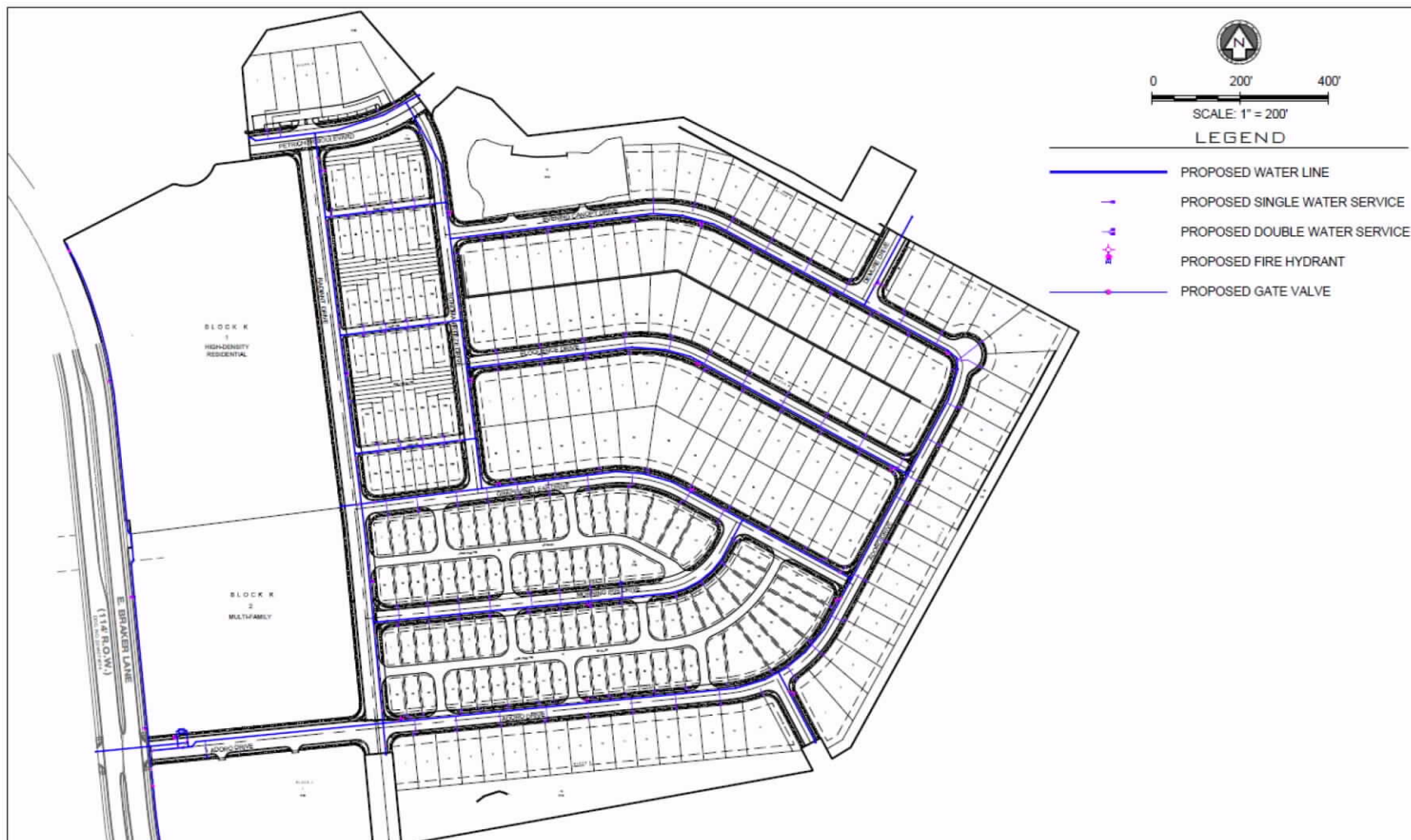
WHISPER VALLEY VILLAGE I PHASE 2

WATER QUALITY/DETENTION POND IMPROVEMENTS

AUSTIN, TEXAS

4 OF 7

LANDDEV
CONSULTING, LLC
OFFICE: 512.872.6696
FIRM NO. 16284

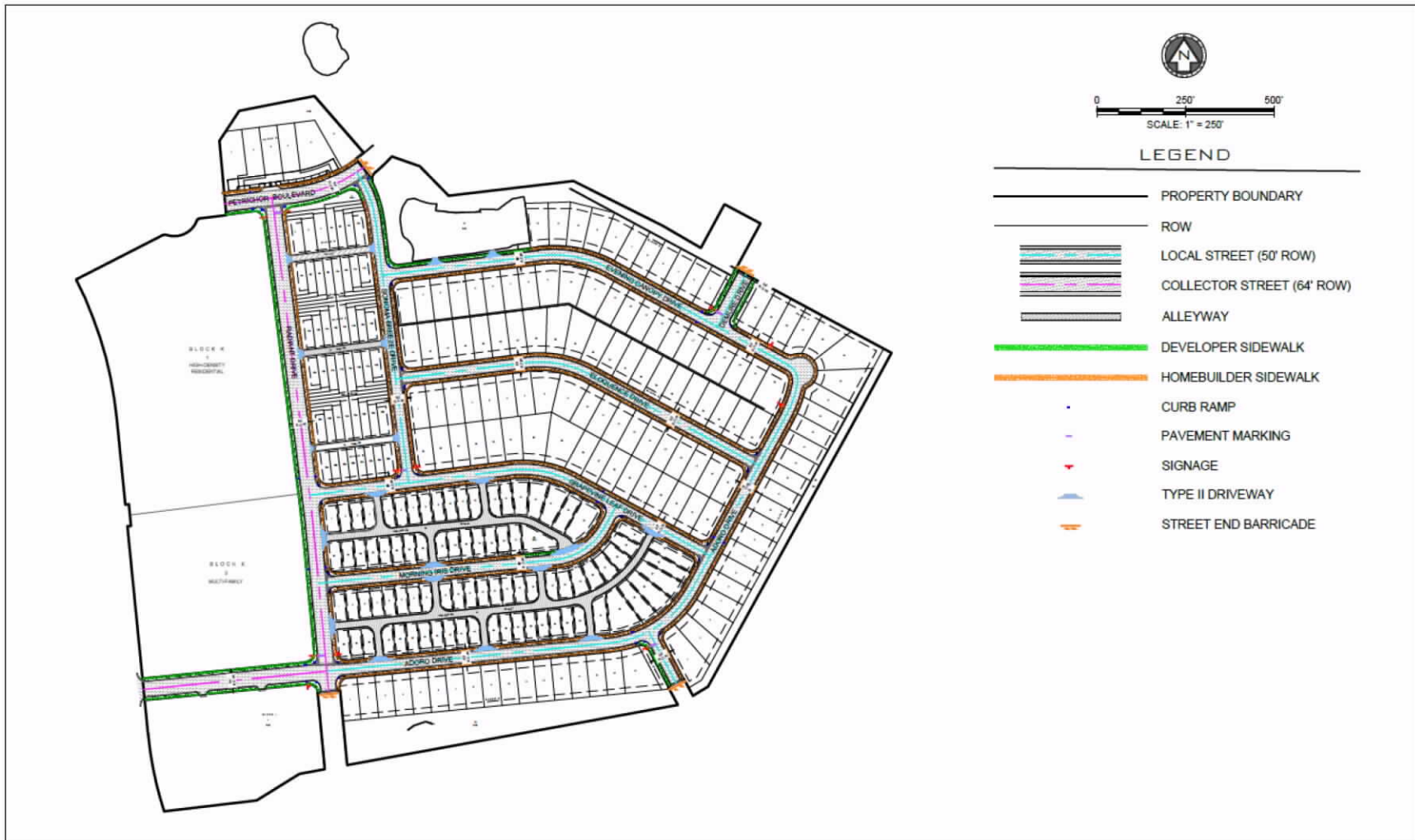


WHISPER VALLEY VILLAGE I PHASE 2

POTABLE WATER IMPROVEMENTS

AUSTIN, TEXAS
5 OF 7

LANDDEV
CONSULTING, LLC
OFFICE: 512.872.6696
FIRM NO. 16384

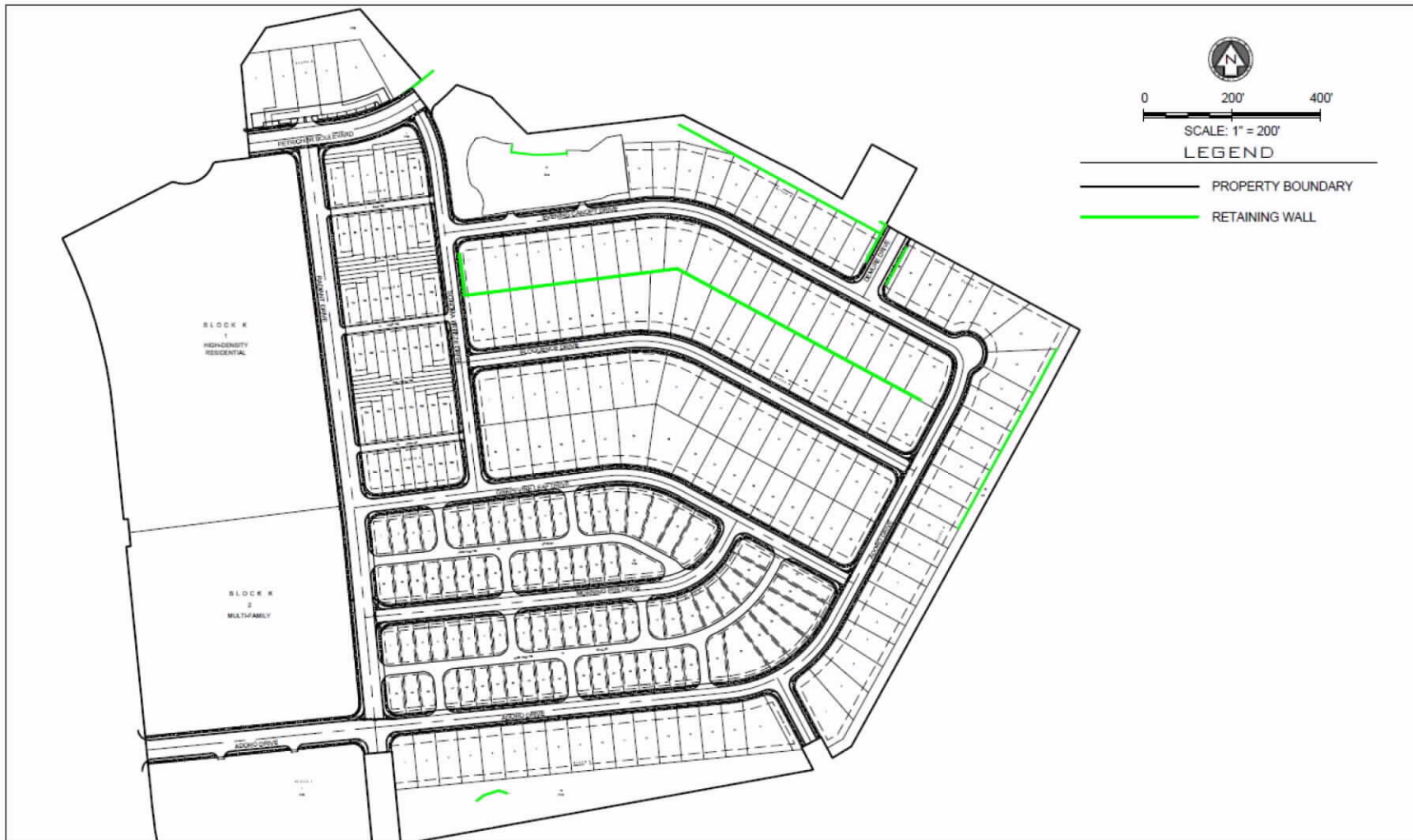


WHISPER VALLEY VILLAGE I PHASE 2

STREET IMPROVEMENTS

AUSTIN, TEXAS
6 OF 7

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FIRM NO. 16384



WHISPER VALLEY VILLAGE I PHASE 2

RETAINING WALL

AUSTIN, TEXAS

7 OF 7

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CONSULTING, LLC
OFFICE: 512.872.6696
FIRM NO. 16384

EXHIBIT U-1 - MASTER IMPROVEMENT AREA PREPAYMENTS

Master Improvement Area - Partial Prepayments

Property ID	Amount Prepaid
806431	\$ 573.46

Master Improvement Area - Prepayments in Full

Property ID	Lot Type	Date Paid in Full
935536	N/A	25-Feb-20
923197	N/A	
858504	Lot Type 7	12-Mar-18
858513	Lot Type 6	12-Mar-18
858519	Lot Type 6	12-Mar-18
858520	Lot Type 6	12-Mar-18
858521	Lot Type 6	12-Mar-18
858522	Lot Type 6	12-Mar-18
858523	Lot Type 6	12-Mar-18
858524	Lot Type 6	12-Mar-18
858535	Lot Type 6	12-Mar-18
858536	Lot Type 6	12-Mar-18
858537	Lot Type 6	12-Mar-18
858538	Lot Type 6	12-Mar-18
858539	Lot Type 6	12-Mar-18
858541	Lot Type 6	12-Mar-18
858543	Lot Type 6	12-Mar-18
858544	Lot Type 6	12-Mar-18
858579	Lot Type 4	12-Mar-18
858586	Lot Type 4	12-Mar-18
858636	Lot Type 6	12-Mar-18
858640	Lot Type 5	12-Mar-18
858641	Lot Type 5	12-Mar-18
858643	Lot Type 5	12-Mar-18
858644	Lot Type 5	12-Mar-18
858658	Lot Type 5	12-Mar-18
858659	Lot Type 5	12-Mar-18
858660	Lot Type 5	12-Mar-18
858661	Lot Type 5	12-Mar-18
858662	Lot Type 5	12-Mar-18
858663	Lot Type 5	12-Mar-18
858664	Lot Type 5	12-Mar-18
858665	Lot Type 5	12-Mar-18
858667	Lot Type 6	12-Mar-18
858669	Lot Type 6	12-Mar-18

Master Improvement Area - Prepayments in Full		
Property ID	Lot Type	Date Paid in Full
858673	Lot Type 6	12-Mar-18
858674	Lot Type 6	12-Mar-18
858681	Lot Type 6	12-Mar-18
858682	Lot Type 6	12-Mar-18
858683	Lot Type 6	12-Mar-18
858684	Lot Type 6	12-Mar-18
858705	Lot Type 6	12-Mar-18
858706	Lot Type 6	12-Mar-18
858708	Lot Type 6	12-Mar-18
858461	Lot Type 3	12-Mar-18
858462	Lot Type 3	12-Mar-18
858463	Lot Type 3	12-Mar-18
858464	Lot Type 3	12-Mar-18
858465	Lot Type 3	12-Mar-18
858466	Lot Type 3	12-Mar-18
858467	Lot Type 3	12-Mar-18
858468	Lot Type 3	12-Mar-18
858469	Lot Type 3	12-Mar-18
858470	Lot Type 3	12-Mar-18
858472	Lot Type 3	12-Mar-18
858473	Lot Type 3	12-Mar-18
858474	Lot Type 3	12-Mar-18
858475	Lot Type 3	12-Mar-18
858476	Lot Type 3	12-Mar-18
858477	Lot Type 3	12-Mar-18
858478	Lot Type 3	12-Mar-18
858479	Lot Type 3	12-Mar-18
858480	Lot Type 3	12-Mar-18
858481	Lot Type 3	12-Mar-18
858482	Lot Type 3	12-Mar-18
858483	Lot Type 3	12-Mar-18
858484	Lot Type 3	12-Mar-18
858485	Lot Type 3	12-Mar-18
858486	Lot Type 3	12-Mar-18
858487	Lot Type 3	12-Mar-18
858488	Lot Type 3	12-Mar-18
858489	Lot Type 3	12-Mar-18
858491	Lot Type 3	12-Mar-18
858492	Lot Type 3	12-Mar-18
858493	Lot Type 3	12-Mar-18
858494	Lot Type 3	12-Mar-18
858495	Lot Type 3	12-Mar-18
858496	Lot Type 3	12-Mar-18
858497	Lot Type 3	12-Mar-18
858498	Lot Type 3	12-Mar-18

Master Improvement Area - Prepayments in Full		
Property ID	Lot Type	Date Paid in Full
858499	Lot Type 3	12-Mar-18
858500	Lot Type 3	12-Mar-18
858501	Lot Type 3	12-Mar-18
858502	Lot Type 3	12-Mar-18
858503	Lot Type 3	12-Mar-18
858506	Lot Type 3	12-Mar-18
858507	Lot Type 3	12-Mar-18
858508	Lot Type 3	12-Mar-18
858509	Lot Type 2	12-Mar-18
858510	Lot Type 2	12-Mar-18
858511	Lot Type 2	12-Mar-18
858512	Lot Type 2	12-Mar-18
858514	Lot Type 2	12-Mar-18
858515	Lot Type 2	12-Mar-18
858516	Lot Type 2	12-Mar-18
858517	Lot Type 2	12-Mar-18
858518	Lot Type 2	12-Mar-18
858526	Lot Type 2	12-Mar-18
858527	Lot Type 2	12-Mar-18
858528	Lot Type 2	12-Mar-18
858529	Lot Type 2	12-Mar-18
858530	Lot Type 2	12-Mar-18
858531	Lot Type 2	12-Mar-18
858532	Lot Type 2	12-Mar-18
858533	Lot Type 2	12-Mar-18
858534	Lot Type 2	12-Mar-18
858540	Lot Type 2	12-Mar-18
858542	Lot Type 2	12-Mar-18
858545	Lot Type 2	12-Mar-18
858546	Lot Type 2	12-Mar-18
858547	Lot Type 2	12-Mar-18
858548	Lot Type 2	12-Mar-18
858549	Lot Type 2	12-Mar-18
858550	Lot Type 2	12-Mar-18
858551	Lot Type 2	12-Mar-18
858552	Lot Type 2	12-Mar-18
858553	Lot Type 2	12-Mar-18
858554	Lot Type 2	12-Mar-18
858555	Lot Type 2	12-Mar-18
858556	Lot Type 2	12-Mar-18
858557	Lot Type 2	12-Mar-18
858559	Lot Type 1	12-Mar-18
858560	Lot Type 1	12-Mar-18
858561	Lot Type 1	12-Mar-18
858562	Lot Type 1	12-Mar-18

Master Improvement Area - Prepayments in Full		
Property ID	Lot Type	Date Paid in Full
858563	Lot Type 1	12-Mar-18
858564	Lot Type 1	12-Mar-18
858565	Lot Type 1	12-Mar-18
858566	Lot Type 1	12-Mar-18
858567	Lot Type 1	12-Mar-18
858569	Lot Type 1	12-Mar-18
858570	Lot Type 1	12-Mar-18
858571	Lot Type 1	12-Mar-18
858572	Lot Type 1	12-Mar-18
858573	Lot Type 1	12-Mar-18
858574	Lot Type 1	12-Mar-18
858575	Lot Type 1	12-Mar-18
858576	Lot Type 1	12-Mar-18
858577	Lot Type 1	12-Mar-18
858578	Lot Type 1	12-Mar-18
858580	Lot Type 1	12-Mar-18
858581	Lot Type 1	12-Mar-18
858582	Lot Type 1	12-Mar-18
858583	Lot Type 1	12-Mar-18
858584	Lot Type 1	12-Mar-18
858585	Lot Type 1	12-Mar-18
858589	Lot Type 3	12-Mar-18
858590	Lot Type 3	12-Mar-18
858591	Lot Type 3	12-Mar-18
858592	Lot Type 3	12-Mar-18
858593	Lot Type 3	12-Mar-18
858594	Lot Type 3	12-Mar-18
858595	Lot Type 3	12-Mar-18
858596	Lot Type 3	12-Mar-18
858597	Lot Type 3	12-Mar-18
858598	Lot Type 3	12-Mar-18
858600	Lot Type 3	12-Mar-18
858601	Lot Type 3	12-Mar-18
858602	Lot Type 3	12-Mar-18
858603	Lot Type 3	12-Mar-18
858604	Lot Type 3	12-Mar-18
858606	Lot Type 3	12-Mar-18
858607	Lot Type 3	12-Mar-18
858608	Lot Type 3	12-Mar-18
858609	Lot Type 3	12-Mar-18
858610	Lot Type 3	12-Mar-18
858611	Lot Type 3	12-Mar-18
858613	Lot Type 3	12-Mar-18
858614	Lot Type 3	12-Mar-18
858615	Lot Type 3	12-Mar-18

Master Improvement Area - Prepayments in Full		
Property ID	Lot Type	Date Paid in Full
858616	Lot Type 3	12-Mar-18
858617	Lot Type 3	12-Mar-18
858618	Lot Type 3	12-Mar-18
858619	Lot Type 3	12-Mar-18
858620	Lot Type 3	12-Mar-18
858621	Lot Type 3	12-Mar-18
858622	Lot Type 3	12-Mar-18
858624	Lot Type 3	12-Mar-18
858625	Lot Type 3	12-Mar-18
858626	Lot Type 3	12-Mar-18
858627	Lot Type 3	12-Mar-18
858628	Lot Type 3	12-Mar-18
858629	Lot Type 3	12-Mar-18
858630	Lot Type 3	12-Mar-18
858631	Lot Type 3	12-Mar-18
858632	Lot Type 3	12-Mar-18
858633	Lot Type 3	12-Mar-18
858634	Lot Type 2	12-Mar-18
858635	Lot Type 2	12-Mar-18
858637	Lot Type 2	12-Mar-18
858646	Lot Type 3	12-Mar-18
858647	Lot Type 3	12-Mar-18
858648	Lot Type 3	12-Mar-18
858649	Lot Type 3	12-Mar-18
858650	Lot Type 3	12-Mar-18
858651	Lot Type 3	12-Mar-18
858652	Lot Type 3	12-Mar-18
858653	Lot Type 3	12-Mar-18
858654	Lot Type 3	12-Mar-18
858655	Lot Type 3	12-Mar-18
858656	Lot Type 3	12-Mar-18
858657	Lot Type 3	12-Mar-18
858666	Lot Type 2	12-Mar-18
858668	Lot Type 2	12-Mar-18
858670	Lot Type 2	12-Mar-18
858671	Lot Type 2	12-Mar-18
858672	Lot Type 2	12-Mar-18
858675	Lot Type 2	12-Mar-18
858676	Lot Type 2	12-Mar-18
858677	Lot Type 2	12-Mar-18
858678	Lot Type 2	12-Mar-18
858679	Lot Type 2	12-Mar-18
858680	Lot Type 2	12-Mar-18
858685	Lot Type 2	12-Mar-18
858686	Lot Type 2	12-Mar-18

Master Improvement Area - Prepayments in Full		
Property ID	Lot Type	Date Paid in Full
858687	Lot Type 2	12-Mar-18
858688	Lot Type 2	12-Mar-18
858689	Lot Type 2	12-Mar-18
858690	Lot Type 2	12-Mar-18
858691	Lot Type 2	12-Mar-18
858692	Lot Type 2	12-Mar-18
858693	Lot Type 2	12-Mar-18
858694	Lot Type 2	12-Mar-18
858695	Lot Type 2	12-Mar-18
858696	Lot Type 2	12-Mar-18
858697	Lot Type 2	12-Mar-18
858698	Lot Type 2	12-Mar-18
858699	Lot Type 2	12-Mar-18
858700	Lot Type 2	12-Mar-18
858701	Lot Type 2	12-Mar-18
858702	Lot Type 2	12-Mar-18
858703	Lot Type 2	12-Mar-18
858704	Lot Type 2	12-Mar-18
858707	Lot Type 2	12-Mar-18
858709	Lot Type 2	12-Mar-18
858710	Lot Type 2	12-Mar-18
858711	Lot Type 2	12-Mar-18
858712	Lot Type 2	12-Mar-18
858713	Lot Type 2	12-Mar-18

EXHIBIT U-2 - IMPROVEMENT AREA #1 PREPAYMENTS

Improvement Area #1 - Prepayments in Full		
Property ID	Lot Type	Date Paid in Full
858668	2	27-Feb-20
858478	3	30-May-20
858551*	2	15-Jul-20

*Note: Property ID 858551 will not be considered paid in full until after payment of the Improvement Area #1 Annual Installment due 1/31/2021.

EXHIBIT V - CALCULATION OF ASSESSMENT BY LOT TYPE

Improvement Area #1 Bond												
Lot Type	Lot Size	Units	Estimated Buildout Value per Unit	Total Estimated Buildout Value	% Allocation	% Allocation per Unit	Total Assessment	Assessment per Lot Type	First Year Annual	Annual Installment per Lot Type	PID Equivalent	Tax Rate
1	25'	25	\$ 158,710	\$ 3,967,742	7.56%	0.30%	\$ 340,003	\$ 13,600	\$ 21,489	\$ 860	\$	0.5416
2	50'	73	\$ 260,000	\$ 18,980,000	36.14%	0.50%	\$ 1,626,432	\$ 22,280	\$ 102,794	\$ 1,408	\$	0.5416
3	60'	97	\$ 304,804	\$ 29,565,966	56.30%	0.58%	\$ 2,533,564	\$ 26,119	\$ 160,126	\$ 1,651	\$	0.5416
		195		\$ 52,513,708	100.00%		\$ 4,500,000		\$ 284,408			

Improvement Area #1 Reimbursement												
Lot Type	Lot Size	Units	Estimated Buildout Value per Unit	Total Estimated Buildout Value	% Allocation	% Allocation per Unit	Total Assessment	Assessment per Lot Type	First Year Annual	Annual Installment per Lot Type	PID Equivalent	Tax Rate
4	25'	2	\$ 158,710	\$ 317,419	3.12%	1.56%	\$ 27,200	\$ 13,600	\$ 1,719	\$ 860	\$	0.5416
5	35'	12	\$ 210,000	\$ 2,520,000	24.80%	2.07%	\$ 215,944	\$ 17,995	\$ 13,648	\$ 1,137	\$	0.5416
6	50'	27	\$ 260,000	\$ 7,020,000	69.08%	2.56%	\$ 601,557	\$ 22,280	\$ 38,019	\$ 1,408	\$	0.5416
7	60'	1	\$ 304,804	\$ 304,804	3.00%	3.00%	\$ 26,119	\$ 26,119	\$ 1,651	\$ 1,651	\$	0.5416
		42		\$ 10,162,223	100.00%		\$ 870,820		\$ 55,037			

		237		\$ 62,675,931			\$ 5,370,820		\$ 339,446			
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Improvement Area #2												
Lot Type	Lot Size	Units	Estimated Buildout Value per Unit	Total Estimated Buildout Value	% Allocation	Assessment % Allocation per Unit	Total Assessment	Assessment per Lot Type	First Year Annual	Annual Installment per Lot Type	PID Equivalent	Tax Rate
8	25'	44	\$ 261,700	\$ 11,514,800	13.82%	0.31%	\$ 1,041,675	\$ 23,674	\$ 62,445	\$ 1,419	\$	0.5423
9	35'	87	\$ 265,100	\$ 23,063,700	27.67%	0.32%	\$ 2,086,434	\$ 23,982	\$ 125,075	\$ 1,438	\$	0.5423
10	50'	136	\$ 358,600	\$ 48,769,600	58.51%	0.43%	\$ 4,411,892	\$ 32,440	\$ 264,479	\$ 1,945	\$	0.5423
		267		\$ 83,348,100	100.00%		\$ 7,540,000		\$ 452,000			

Exhibit B

IMPROVEMENT AREA #2 ASSESSMENT ROLL

Address	Block and Lot	Lot Type	Improvement Area #2 Assessments	
			Outstanding Assessment	Installment Due 1/31/22
9504 Petrichor Boulevard	Block A Lot 1	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9508 Petrichor Boulevard	Block A Lot 2	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9512 Petrichor Boulevard	Block A Lot 3	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9516 Petrichor Boulevard	Block A Lot 4	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9520 Petrichor Boulevard	Block A Lot 5	Lot Type 10	\$ 32,440.38	\$ 1,944.70
	Block A Lot 6	Non-Benefited	\$ -	\$ -
	Block A Lot 7	Non-Benefited	\$ -	\$ -
	Block B Lot 1	Non-Benefited	\$ -	\$ -
16705 Radiant Drive	Block B Lot 2	Lot Type 9	\$ 23,982.00	\$ 1,437.65
16703 Radiant Drive	Block B Lot 3	Lot Type 9	\$ 23,982.00	\$ 1,437.65
16701 Radiant Drive	Block B Lot 4	Lot Type 9	\$ 23,982.00	\$ 1,437.65
16700 Sonoma Breeze Drive	Block B Lot 5A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16702 Sonoma Breeze Drive	Block B Lot 5B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16704 Sonoma Breeze Drive	Block B Lot 6A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16706 Sonoma Breeze Drive	Block B Lot 6B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
	Block B Lot 7	Non-Benefited	\$ -	\$ -
16707 Radiant Drive	Block B Lot 8A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16709 Radiant Drive	Block B Lot 8B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16711 Radiant Drive	Block B Lot 9A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16713 Radiant Drive	Block B Lot 9B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16714 Sonoma Breeze Drive	Block B Lot 10A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16712 Sonoma Breeze Drive	Block B Lot 10B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16710 Sonoma Breeze Drive	Block B Lot 11A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16708 Sonoma Breeze Drive	Block B Lot 11B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16721 Radiant Drive	Block B Lot 12A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16719 Radiant Drive	Block B Lot 12B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16717 Radiant Drive	Block B Lot 13A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16715 Radiant Drive	Block B Lot 13B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16716 Sonoma Breeze Drive	Block B Lot 14A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16718 Sonoma Breeze Drive	Block B Lot 14B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16720 Sonoma Breeze Drive	Block B Lot 15A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16722 Sonoma Breeze Drive	Block B Lot 15B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
	Block B Lot 16	Non-Benefited	\$ -	\$ -
16807 Radiant Drive	Block B Lot 16A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16805 Radiant Drive	Block B Lot 16B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16803 Radiant Drive	Block B Lot 17A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16801 Radiant Drive	Block B Lot 17B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16806 Sonoma Breeze Drive	Block B Lot 18A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16804 Sonoma Breeze Drive	Block B Lot 18B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16802 Sonoma Breeze Drive	Block B Lot 19A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16800 Sonoma Breeze Drive	Block B Lot 19B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16809 Radiant Drive	Block B Lot 20A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16811 Radiant Drive	Block B Lot 20B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16813 Radiant Drive	Block B Lot 21A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16815 Radiant Drive	Block B Lot 21B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16808 Sonoma Breeze Drive	Block B Lot 22A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16810 Sonoma Breeze Drive	Block B Lot 22B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16812 Sonoma Breeze Drive	Block B Lot 23A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
16814 Sonoma Breeze Drive	Block B Lot 23B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
	Block B Lot 24	Non-Benefited	\$ -	\$ -

			Improvement Area #2 Assessments	
Address	Block and Lot	Lot Type	Outstanding Assessment	Installment Due 1/31/22
9500 Radiant Drive	Block B Lot 25A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
9502 Radiant Drive	Block B Lot 25B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
9504 Radiant Drive	Block B Lot 26A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
9506 Radiant Drive	Block B Lot 26B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
9508 Sonoma Breeze Drive	Block B Lot 27A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
9510 Sonoma Breeze Drive	Block B Lot 27B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
9512 Sonoma Breeze Drive	Block B Lot 28A	Lot Type 8	\$ 23,674.42	\$ 1,419.21
9514 Sonoma Breeze Drive	Block B Lot 28B	Lot Type 8	\$ 23,674.42	\$ 1,419.21
9501 Grapevine Leaf Drive	Block C Lot 1	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9503 Grapevine Leaf Drive	Block C Lot 2	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9505 Grapevine Leaf Drive	Block C Lot 3	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9507 Grapevine Leaf Drive	Block C Lot 4	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9509 Grapevine Leaf Drive	Block C Lot 5	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9511 Grapevine Leaf Drive	Block C Lot 6	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9513 Grapevine Leaf Drive	Block C Lot 7	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9601 Grapevine Leaf Drive	Block C Lot 8	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9603 Grapevine Leaf Drive	Block C Lot 9	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9605 Grapevine Leaf Drive	Block C Lot 10	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9607 Grapevine Leaf Drive	Block C Lot 11	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9609 Grapevine Leaf Drive	Block C Lot 12	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9613 Grapevine Leaf Drive	Block C Lot 13	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9617 Grapevine Leaf Drive	Block C Lot 14	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9621 Grapevine Leaf Drive	Block C Lot 15	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9701 Grapevine Leaf Drive	Block C Lot 16	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9713 Grapevine Leaf Drive	Block C Lot 17	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9717 Grapevine Leaf Drive	Block C Lot 18	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9721 Grapevine Leaf Drive	Block C Lot 19	Lot Type 9	\$ 23,982.00	\$ 1,437.65
	Block C Lot 20	Non-Benefited	\$ -	\$ -
9612 Morning Iris Drive	Block C Lot 21	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9610 Morning Iris Drive	Block C Lot 22	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9608 Morning Iris Drive	Block C Lot 23	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9606 Morning Iris Drive	Block C Lot 24	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9604 Morning Iris Drive	Block C Lot 25	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9602 Morning Iris Drive	Block C Lot 26	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9600 Morning Iris Drive	Block C Lot 27	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9514 Morning Iris Drive	Block C Lot 28	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9512 Morning Iris Drive	Block C Lot 29	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9510 Morning Iris Drive	Block C Lot 30	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9508 Morning Iris Drive	Block C Lot 31	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9506 Morning Iris Drive	Block C Lot 32	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9504 Morning Iris Drive	Block C Lot 33	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9502 Morning Iris Drive	Block C Lot 34	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9500 Morning Iris Drive	Block C Lot 35	Lot Type 9	\$ 23,982.00	\$ 1,437.65
	Block C Lot 36	Non-Benefited	\$ -	\$ -
9501 Morning Iris Drive	Block D Lot 1	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9503 Morning Iris Drive	Block D Lot 2	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9505 Morning Iris Drive	Block D Lot 3	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9507 Morning Iris Drive	Block D Lot 4	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9509 Morning Iris Drive	Block D Lot 5	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9511 Morning Iris Drive	Block D Lot 6	Lot Type 9	\$ 23,982.00	\$ 1,437.65

Address	Block and Lot	Lot Type	Improvement Area #2 Assessments	
			Outstanding Assessment	Installment Due 1/31/22
9513 Morning Iris Drive	Block D Lot 7	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9515 Morning Iris Drive	Block D Lot 8	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9601 Morning Iris Drive	Block D Lot 9	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9603 Morning Iris Drive	Block D Lot 10	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9605 Morning Iris Drive	Block D Lot 11	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9607 Morning Iris Drive	Block D Lot 12	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9609 Morning Iris Drive	Block D Lot 13	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9611 Morning Iris Drive	Block D Lot 14	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9613 Morning Iris Drive	Block D Lot 15	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9615 Morning Iris Drive	Block D Lot 16	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9701 Morning Iris Drive	Block D Lot 17	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9703 Morning Iris Drive	Block D Lot 18	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9705 Morning Iris Drive	Block D Lot 19	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9709 Morning Iris Drive	Block D Lot 20	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9713 Morning Iris Drive	Block D Lot 21	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9717 Morning Iris Drive	Block D Lot 22	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9721 Morning Iris Drive	Block D Lot 23	Lot Type 9	\$ 23,982.00	\$ 1,437.65
9725 Morning Iris Drive	Block D Lot 24	Lot Type 9	\$ 23,982.00	\$ 1,437.65
16900 Adoro Drive	Block D Lot 25	Lot Type 9	\$ 23,982.00	\$ 1,437.65
16904 Adoro Drive	Block D Lot 26	Lot Type 9	\$ 23,982.00	\$ 1,437.65
16908 Adoro Drive	Block D Lot 27	Lot Type 9	\$ 23,982.00	\$ 1,437.65
16916 Adoro Drive	Block D Lot 28	Lot Type 9	\$ 23,982.00	\$ 1,437.65
16920 Adoro Drive	Block D Lot 29	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17000 Adoro Drive	Block D Lot 30	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17004 Adoro Drive	Block D Lot 31	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17008 Adoro Drive	Block D Lot 32	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17012 Adoro Drive	Block D Lot 33	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17016 Adoro Drive	Block D Lot 34	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17020 Adoro Drive	Block D Lot 35	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17100 Adoro Drive	Block D Lot 36	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17102 Adoro Drive	Block D Lot 37	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17104 Adoro Drive	Block D Lot 38	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17106 Adoro Drive	Block D Lot 39	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17112 Adoro Drive	Block D Lot 40	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17114 Adoro Drive	Block D Lot 41	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17116 Adoro Drive	Block D Lot 42	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17200 Adoro Drive	Block D Lot 43	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17202 Adoro Drive	Block D Lot 44	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17204 Adoro Drive	Block D Lot 45	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17208 Adoro Drive	Block D Lot 46	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17212 Adoro Drive	Block D Lot 47	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17216 Adoro Drive	Block D Lot 48	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17218 Adoro Drive	Block D Lot 49	Lot Type 9	\$ 23,982.00	\$ 1,437.65
17220 Adoro Drive	Block D Lot 50	Lot Type 9	\$ 23,982.00	\$ 1,437.65
	Block D Lot 51	Non-Benefited	\$ -	\$ -
17221 Adoro Drive	Block E Lot 1	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17217 Adoro Drive	Block E Lot 2	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17213 Adoro Drive	Block E Lot 3	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17209 Adoro Drive	Block E Lot 4	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17205 Adoro Drive	Block E Lot 5	Lot Type 10	\$ 32,440.38	\$ 1,944.70

Address	Block and Lot	Lot Type	Improvement Area #2 Assessments	
			Outstanding Assessment	Installment Due 1/31/22
17201 Adoro Drive	Block E Lot 6	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17117 Adoro Drive	Block E Lot 7	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17113 Adoro Drive	Block E Lot 8	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17109 Adoro Drive	Block E Lot 9	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17105 Adoro Drive	Block E Lot 10	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17101 Adoro Drive	Block E Lot 11	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17201 Adoro Drive	Block E Lot 12	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17017 Adoro Drive	Block E Lot 13	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17013 Adoro Drive	Block E Lot 14	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17009 Adoro Drive	Block E Lot 15	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17005 Adoro Drive	Block E Lot 16	Lot Type 10	\$ 32,440.38	\$ 1,944.70
17001 Adoro Drive	Block E Lot 17	Lot Type 10	\$ 32,440.38	\$ 1,944.70
	Block E Lot 18	Non-Benefited	\$ -	\$ -
	Block E Lot 19	Non-Benefited	\$ -	\$ -
16921 Adoro Drive	Block F Lot 1	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16917 Adoro Drive	Block F Lot 2	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16913 Adoro Drive	Block F Lot 3	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16909 Adoro Drive	Block F Lot 4	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16905 Adoro Drive	Block F Lot 5	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16901 Adoro Drive	Block F Lot 6	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16821 Adoro Drive	Block F Lot 7	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16817 Adoro Drive	Block F Lot 8	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16813 Adoro Drive	Block F Lot 9	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16809 Adoro Drive	Block F Lot 10	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16805 Adoro Drive	Block F Lot 11	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16801 Adoro Drive	Block F Lot 12	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16721 Adoro Drive	Block F Lot 13	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16717 Adoro Drive	Block F Lot 14	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16713 Adoro Drive	Block F Lot 15	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16709 Adoro Drive	Block F Lot 16	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16705 Adoro Drive	Block F Lot 17	Lot Type 10	\$ 32,440.38	\$ 1,944.70
16701 Adoro Drive	Block F Lot 18	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9836 Evening Canopy Drive	Block F Lot 19	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9832 Evening Canopy Drive	Block F Lot 20	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9828 Evening Canopy Drive	Block F Lot 21	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9824 Evening Canopy Drive	Block F Lot 22	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9820 Evening Canopy Drive	Block F Lot 23	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9816 Evening Canopy Drive	Block F Lot 24	Lot Type 10	\$ 32,440.38	\$ 1,944.70
	Block F Lot 25	Non-Benefited	\$ -	\$ -
	Block F Lot 26	Non-Benefited	\$ -	\$ -
	Block G Lot 1	Non-Benefited	\$ -	\$ -
9808 Evening Canopy Drive	Block G Lot 2	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9804 Evening Canopy Drive	Block G Lot 3	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9800 Evening Canopy Drive	Block G Lot 4	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9724 Evening Canopy Drive	Block G Lot 5	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9720 Evening Canopy Drive	Block G Lot 6	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9716 Evening Canopy Drive	Block G Lot 7	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9712 Evening Canopy Drive	Block G Lot 8	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9708 Evening Canopy Drive	Block G Lot 9	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9704 Evening Canopy Drive	Block G Lot 10	Lot Type 10	\$ 32,440.38	\$ 1,944.70

Address	Block and Lot	Lot Type	Improvement Area #2 Assessments	
			Outstanding Assessment	Installment Due 1/31/22
9700 Evening Canopy Drive	Block G Lot 11	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9624 Evening Canopy Drive	Block G Lot 12	Lot Type 10	\$ 32,440.38	\$ 1,944.70
	Block G Lot 13	Non-Benefited	\$ -	\$ -
9601 Evening Canopy Drive	Block H Lot 1	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9605 Evening Canopy Drive	Block H Lot 2	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9609 Evening Canopy Drive	Block H Lot 3	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9613 Evening Canopy Drive	Block H Lot 4	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9617 Evening Canopy Drive	Block H Lot 5	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9621 Evening Canopy Drive	Block H Lot 6	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9625 Evening Canopy Drive	Block H Lot 7	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9701 Evening Canopy Drive	Block H Lot 8	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9705 Evening Canopy Drive	Block H Lot 9	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9709 Evening Canopy Drive	Block H Lot 10	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9713 Evening Canopy Drive	Block H Lot 11	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9717 Evening Canopy Drive	Block H Lot 12	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9721 Evening Canopy Drive	Block H Lot 13	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9725 Evening Canopy Drive	Block H Lot 14	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9801 Evening Canopy Drive	Block H Lot 15	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9805 Evening Canopy Drive	Block H Lot 16	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9809 Evening Canopy Drive	Block H Lot 17	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9813 Evening Canopy Drive	Block H Lot 18	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9817 Evening Canopy Drive	Block H Lot 19	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9821 Evening Canopy Drive	Block H Lot 20	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9825 Evening Canopy Drive	Block H Lot 21	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9829 Evening Canopy Drive	Block H Lot 22	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9824 Eloquence Drive	Block H Lot 23	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9820 Eloquence Drive	Block H Lot 24	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9816 Eloquence Drive	Block H Lot 25	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9812 Eloquence Drive	Block H Lot 26	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9808 Eloquence Drive	Block H Lot 27	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9804 Eloquence Drive	Block H Lot 28	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9800 Eloquence Drive	Block H Lot 29	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9724 Eloquence Drive	Block H Lot 30	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9720 Eloquence Drive	Block H Lot 31	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9716 Eloquence Drive	Block H Lot 32	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9712 Eloquence Drive	Block H Lot 33	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9708 Eloquence Drive	Block H Lot 34	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9704 Eloquence Drive	Block H Lot 35	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9700 Eloquence Drive	Block H Lot 36	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9624 Eloquence Drive	Block H Lot 37	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9620 Eloquence Drive	Block H Lot 38	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9616 Eloquence Drive	Block H Lot 39	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9612 Eloquence Drive	Block H Lot 40	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9608 Eloquence Drive	Block H Lot 41	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9604 Eloquence Drive	Block H Lot 42	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9600 Eloquence Drive	Block H Lot 43	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9601 Eloquence Drive	Block I Lot 1	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9605 Eloquence Drive	Block I Lot 2	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9609 Eloquence Drive	Block I Lot 3	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9613 Eloquence Drive	Block I Lot 4	Lot Type 10	\$ 32,440.38	\$ 1,944.70

			Improvement Area #2 Assessments	
Address	Block and Lot	Lot Type	Outstanding Assessment	Installment Due 1/31/22
9617 Eloquence Drive	Block I Lot 5	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9621 Eloquence Drive	Block I Lot 6	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9625 Eloquence Drive	Block I Lot 7	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9701 Eloquence Drive	Block I Lot 8	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9709 Eloquence Drive	Block I Lot 9	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9717 Eloquence Drive	Block I Lot 10	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9721 Eloquence Drive	Block I Lot 11	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9725 Eloquence Drive	Block I Lot 12	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9801 Eloquence Drive	Block I Lot 13	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9805 Eloquence Drive	Block I Lot 14	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9809 Eloquence Drive	Block I Lot 15	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9813 Eloquence Drive	Block I Lot 16	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9817 Eloquence Drive	Block I Lot 17	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9821 Eloquence Drive	Block I Lot 18	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9825 Eloquence Drive	Block I Lot 19	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9820 Grapevine Leaf Drive	Block I Lot 20	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9816 Grapevine Leaf Drive	Block I Lot 21	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9812 Grapevine Leaf Drive	Block I Lot 22	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9808 Grapevine Leaf Drive	Block I Lot 23	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9804 Grapevine Leaf Drive	Block I Lot 24	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9800 Grapevine Leaf Drive	Block I Lot 25	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9720 Grapevine Leaf Drive	Block I Lot 26	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9716 Grapevine Leaf Drive	Block I Lot 27	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9712 Grapevine Leaf Drive	Block I Lot 28	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9708 Grapevine Leaf Drive	Block I Lot 29	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9700 Grapevine Leaf Drive	Block I Lot 30	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9620 Grapevine Leaf Drive	Block I Lot 31	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9616 Grapevine Leaf Drive	Block I Lot 32	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9612 Grapevine Leaf Drive	Block I Lot 33	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9608 Grapevine Leaf Drive	Block I Lot 34	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9604 Grapevine Leaf Drive	Block I Lot 35	Lot Type 10	\$ 32,440.38	\$ 1,944.70
9600 Grapevine Leaf Drive	Block I Lot 36	Lot Type 10	\$ 32,440.38	\$ 1,944.70
	Block J Lot 1	Non-Benefited	\$ -	\$ -
Total			\$ 7,540,000.00	\$ 452,000.00

**WHISPER VALLEY PUBLIC IMPROVEMENT DISTRICT
ACQUISITION AND REIMBURSEMENT AGREEMENT
IMPROVEMENT AREA #2**

This Whisper Valley Public Improvement District Acquisition and Reimbursement Agreement Improvement Area #2 (this “Acquisition and Reimbursement Agreement”) is executed between the City of Austin, Texas (“City”) and CLUB DEAL 120 WHISPER VALLEY, LIMITED PARTNERSHIP, (the “Owner”) to be effective October 1, 2020 (each individually referred to as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, on August 26, 2010, the City Council of the City of Austin, Texas (the “City Council”) passed and approved Resolution No. 20100826-026 (the “Creation Resolution”) authorizing the creation of the Whisper Valley Public Improvement District (the “District”) covering approximately 2,066 acres of land shown on a map thereof in the Creation Resolution (the “District Property”); and

WHEREAS, on November 3, 2011, the City Council approved that certain Whisper Valley Public Improvement District Financing Agreement by and between the Owner and the City (as amended by the First Amendment dated March 28, 2019, and the Second Amendment dated on even date herewith, the “PID Finance Agreement”); and

WHEREAS, the purpose of the District is to finance certain improvements authorized by Chapter 372, Texas Local Government Code (as may be amended, the “Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District (“Authorized Improvements”); and

WHEREAS, on November 3, 2011, the City Council approved the Master Improvement Area Assessment Ordinance, levied the Master Improvement Area Assessments (“Special Assessments”) on property located within the District; and

WHEREAS, the District Property is being developed in phases (each an “Improvement Area”) and the Owner intends to construct certain Authorized Improvements over time to serve District Property (or portions thereof); and

WHEREAS, the City issued City of Austin, Texas Special Assessment Revenue Bonds, Senior Series 2011 (Whisper Valley Public Improvement District) (“Senior Bonds”) on November 3, 2011, which Senior Bonds remain outstanding; however, those Special Assessments levied in connection with the Senior Bonds that cover Improvement Area #2 have been paid off prior to or contemporaneously herewith; and

WHEREAS, Owner has requested that the City Council consider (i) the approval of this Improvement Area #2 Acquisition and Reimbursement Agreement, and (ii) the adoption of an Order (the “Assessment Order”) that (A) approves the Service and Assessment Plan (or

amendment or update thereto) (as the same may be amended from time to time, the “Service and Assessment Plan”) identifying, among other things, the costs of the Authorized Improvements benefitting Improvement Area #2 (the Improvement Area #2 Improvements) and the special assessments to be levied on parcels within Improvement Area #2 receiving a benefit from such Authorized Improvements (the “Improvement Area #2 Special Assessments”) and (B) levies said Improvement Area #2 Special Assessments; and

WHEREAS, Improvement Area #2 consists of approximately 54.55 acres of land and is more particular described in **Exhibit A** attached hereto. The Improvement Area #2 Improvements are more particularly described in the Service and Assessment Plan and generally described in **Exhibit B** attached hereto; and

WHEREAS, the Improvement Area #2 Improvements are intended to be conveyed to the City or to another governmental entity approved by the City; and

WHEREAS, the Parties intend for all or a portion of the Actual Cost (as defined in the Service and Assessment Plan of the Improvement Area #2 Improvements to be reimbursed to Owner, in accordance with the terms of this Acquisition and Reimbursement Agreement, the PID Finance Agreement, and, if bonds are issued to finance the Improvement Area #2 Improvements (“Improvement Area #2 Bonds”), the indenture for Improvement Area #2 (the “Improvement Area #2 Indenture”) from (i) Improvement Area #2 Special Assessments on deposit in the Improvement Area #2 Project Fund (herein called “Improvement Area #2 Project Fund” as created by Improvement Area #2 Indenture), (ii) the proceeds of Improvement Area #2 Bonds issued by the City pursuant to the Improvement Area #2 Indenture, or (iii) a combination of (i) and (ii) above; and

WHEREAS, upon the City’s receipt of a Bond Issuance Request from the Owner and evidence that the conditions precedent in the PID Finance Agreement have been satisfied, the City will consider an ordinance issuing the Improvement Area #2 Bonds to reimburse all or a portion of the Actual Costs of the Improvement Area #2 Improvements, which Improvement Area #2 Bonds shall be secured by first lien and security interest in the Trust Estate (defined below) established pursuant to the Improvement Area #2 Indenture; and

WHEREAS, if Improvement Area #2 Bonds are issued, the City will deposit, or cause to be deposited, the Improvement Area #2 Special Assessments into a segregated fund held by the Trustee under the Indenture for further transfer to the appropriate accounts pursuant to the Indenture, including accounts for the payment of debt services on the Improvement Area #2 Bonds; and

WHEREAS, prior to issuance of the Improvement Area #2 Bonds, the City will create a separate segregated account into which Special Assessments will be deposited for Improvement Area #2 (the “City Project Fund”); and

WHEREAS, this Acquisition and Reimbursement Agreement is a “reimbursement agreement” authorized by the PID Act; and

WHEREAS, the Parties intend that the Reimbursement Agreement Balance (defined below) shall only be reimbursed to Owner from (i) the City Project Fund or (ii) the net proceeds of Improvement Area #2 Bonds (defined below) issued by the City; and

WHEREAS, capitalized terms not defined herein shall have the meaning ascribed to them in the PID Finance Agreement or Service and Assessment Plan.

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals to this Acquisition and Reimbursement Agreement are true and correct, and are incorporated as part of this Acquisition and Reimbursement Agreement for all purposes.
2. Deposit of Improvement Area #2 Special Assessments
 - a. Prior to the issuance of the Improvement Area #2 Bonds, the City will deposit, or cause to be deposited the Improvement Area #2 Special Assessments into the City Project Fund. Prior to the issuance of Improvement Area #2 Bonds, the Reimbursement Agreement Balance (as defined herein) is payable solely from Improvement Area #2 Special Assessments on deposit in the City Project Fund.
 - b. Upon the issuance of the Improvement Area #2 Bonds, the City will transfer, or cause to be transferred, the Improvement Area #2 Special Assessments on deposit in the City Project Fund to the Bond Trustee for deposit to the "Improvement Area #2 Project Fund" in accordance with the provisions of the Improvement Area #2 Indenture. Any Reimbursement Agreement Balance remaining after the issuance of the Improvement Area #2 Bonds is extinguished and shall no longer be due and payable.
 - c. After issuance of the Improvement Area #2 Bonds and the transfer of Improvement Area #2 Special Assessments described in Subsection (b) above, the City will deposit or cause to be deposited into the Improvement Area #2 Special Assessments collected annually into the Pledged Revenue Fund established under the Improvement Area #2 Indenture in accordance with the provisions of that Improvement Area #2 Indenture.
3. City Collection Efforts. The City will use all reasonable efforts to receive and collect, or cause to be received and collected by the Travis County Central Appraisal District, Improvement Area #2 Special Assessments (including the foreclosure of liens resulting from the nonpayment of the Improvement Area #2 Special Assessments or other charges due and owing under the Service and Assessment Plan), and upon receipt and collection, immediately deposit the same into the Improvement Area #2 Pledged Revenue Fund. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Improvement Area #2 Special Assessments, such failure and inability shall not constitute default by the City under this Acquisition and Reimbursement Agreement. This Acquisition and Reimbursement Agreement and/or the Improvement Area #2 Bonds shall never give rise to or create:
 - a. a charge against the general credit or taxing powers of the City or any other taxing unit; or

- b. a debt or other obligation of the City payable from any source of revenue, taxes, income, or properties of the City other than from the Improvement Area #2 Special Assessments or from the net proceeds of the Improvement Area #2 Bonds.
- 4. Improvement Area #2 Reimbursement Obligation. The Actual Costs of the Improvement Area #2 Improvements are identified in the Service and Assessment Plan. To reimburse all or a portion of the Actual Costs, the City has levied the Improvement Area #2 Special Assessments in the amount of \$7,540,000.00. The Owner has advanced funds to pay for the Actual Costs of the Improvement Area #2 Improvements and is entitled to be reimbursed for such advances in an amount not to exceed the lesser of \$7,540,000.00 and the Actual Costs of the Improvement Area #2 Improvements (the “Improvement Area #2 Reimbursement Obligation”), plus simple interest on such advance, as provided in this Acquisition and Reimbursement Agreement. Notwithstanding anything herein to the contrary, the City shall be under no obligation to reimburse the Owner for the Actual Costs of any Improvement Area #2 Improvements that are not accepted by the City or another governmental entity with the City’s approval.
- 5. Reimbursement Agreement Balance.
 - a. Subject to the terms, conditions, and requirements contained herein, the City agrees to reimburse the Owner, and the Owner shall be entitled to receive from City, an amount equal to the Actual Costs of the Improvement Area #2 Improvements (in the aggregate not to exceed the Improvement Area #2 Reimbursement Obligation), plus simple interest on any unpaid principal balance of the Actual Costs on any given Improvement Area #2 Authorized Improvement submitted and approved for payment pursuant to a Certification for Payment, which interest payment shall begin to accrue upon the City’s execution of such Certification for Payment in accordance with the terms of the PID Finance Agreement and will continue until amounts due under such Certification for Payment are paid by the City to the Owner at a rate of 5.0%, and this rate was determined by the City Council not to exceed 2% above the highest average index rate for tax-exempt bonds reported in the Bond Buyer 20 Bond Index published in *The Bond Buyer* (a daily publication that publishes this interest rate index) and reported in the month before the effective date of this Acquisition and Reimbursement Agreement (the unpaid principal balance, together with accrued but unpaid interest is referred to as the “Reimbursement Agreement Balance”). Notwithstanding the foregoing, if any portion of the Reimbursement Agreement Balance remains unpaid after the City issues the Improvement Area #2 Bonds, such amount shall be discharged and shall no longer be due and owing. The Owner hereby acknowledges that the Actual Cost of the Improvement Area #2 Improvements may exceed the amount of the Improvement Area #2 Special Assessments collected by the City. Therefore, the Owner hereby acknowledges that City is not responsible hereunder for any amount in excess of the amount of the Improvement Area #2 Special Assessments collected by the City or, if issued, the proceeds of Improvement Area #2 Bonds.

- b. The Improvement Area #2 Reimbursement Obligation, as evidenced by the Reimbursement Agreement Balance, is authorized by the PID Act, was approved by the City Council, and represents the total allowable costs to be assessed against the Assessed Parcels (as defined in the Service and Assessment Plan) in Improvement Area #2 for the Improvement Area #2 Improvements. The interest rate, as specified in Section 5(a) herein, has been approved by the City Council and complies with the PID Act.
 - c. The Reimbursement Agreement Balance, as described above, is payable to the Owner and secured under this Acquisition and Reimbursement Agreement solely as described herein. No other City funds, revenue, taxes, income, or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the earlier of (i) one (1) year after the last Annual Installment of Improvement Area #2 Special Assessments is collected or (ii) the issuance of the Improvement Area #2 Bonds (each, a “Maturity Date”), and the Reimbursement Agreement Balance is not a debt of the City within the meaning of Article VIII, Section 9, of the State Constitution.
 - d. The City acknowledges and agrees that until the Reimbursement Agreement Balance is paid in full or discharged as otherwise provided herein, the obligation of the City to use amounts on deposit in the City Project Fund, or to direct the Bond Trustee to use amounts on deposit in the Improvement Area #2 Project Fund to pay the Reimbursement Agreement Balance to the Owner is absolute and unconditional and City does not have, and will not assert, any defenses to such obligation.
6. Payment of Actual Costs prior to the Issuance of Improvement Area #2 Bonds. Prior to the issuance of Improvement Area #2 Bonds, the Owner may elect to make advances to pay Actual Costs of the Improvement Area #2 Improvements. The Reimbursement Agreement Balance shall be payable to the Owner pursuant to executed and approved Certifications for Payment, in accordance with the PID Finance Agreement, solely from the Improvement Area #2 Special Assessments on deposit in the City Project Fund.
7. Payment of Actual Costs after Issuance of Improvement Area #2 Bonds.
- a. Following the issuance of Improvement Area #2 Bonds, the Reimbursement Agreement Balance shall be payable to the Owner solely from the net proceeds (after payment of costs of issuance and deposits into any reserve fund or administrative fund that may be created under the Improvement Area #2 Indenture) of the Improvement Area #2 Bonds issued by the City.
 - b. Upon receipt of a Bond Issuance Request from the Owner, the City may consider the adoption of an ordinance authorizing the issuance of Improvement Area #2 Bonds.
 - c. The Improvement Area #2 Bonds, if issued, will be secured by and paid solely from the “Trust Estate” established pursuant to the Improvement Area #2 Indenture,

consisting primarily of the Improvement Area #2 Special Assessments transferred to the Bond Trustee for deposit as provided in the Improvement Area #2 Indenture.

- d. After Improvement Area #2 Bonds are issued, the Bond Trustee shall pay the Owner for the Actual Costs of Improvement Area #2 Improvements pursuant to executed and approved Certification for Payment, in accordance with the PID Finance Agreement, from the appropriate account or fund as provided for in the Improvement Area #2 Indenture and this Acquisition and Reimbursement Agreement.

8. Process for Payment.

- a. Prior to the issuance of Improvement Area #2 Bonds, but after completion of construction of an Improvement Area #2 Authorized Improvement (or a segment thereof), the Owner may submit a Certification for Payment, to the City Representative substantially in the form shown on Schedule 1 attached hereto, for payment of the Actual Costs of an Improvement Area #2 Authorized Improvement (or segment thereof) from funds then available in the City Project Fund. After the initial request, the Owner may deliver additional Certifications for Payment to the City Representative but not more than one (1) per quarter. This process will continue until (i) payment in full of the Reimbursement Agreement Balance as described in this section of this Acquisition and Reimbursement Agreement or (ii) issuance of Improvement Area #2 Bonds (at which time the repayment process shall be in accordance with subpart (b) below). Each payment from the City Project Fund shall be accompanied by a written accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and itemizes all deposits to and disbursement from such City Project Fund since the last payment date.
- b. Following the issuance of Improvement Area #2 Bonds, the Owner may be reimbursed pursuant to executed and approved Certifications for Payment, in accordance with the procedures described in the PID Finance Agreement and the Improvement Area #2 Indenture.

9. Termination. This Acquisition and Reimbursement Agreement shall terminate immediately at the earlier of (i) date all payments paid to the Owner under this Acquisition and Reimbursement Agreement equal the Reimbursement Agreement Balance or (ii) the Maturity Date; provided, however that if on the Maturity Date, any portion of the Reimbursement Agreement Balance remains unpaid, such Reimbursement Agreement Balance shall be canceled and for all purposes of this Acquisition and Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL.

10. Non-Recourse Obligation. The obligations of the City under this Acquisition and Reimbursement Agreement are non-recourse and payable only from (i) Improvement Area #2 Special Assessments, or (ii) net proceeds of Improvement Area #2 Bonds; and such obligations do not create a debt or other obligation payable from any other City

revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its employees shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Acquisition and Reimbursement Agreement or their acts or omission under this Acquisition and Reimbursement Agreement.

11. No Defense. Following the City's inspection and acceptance of the applicable Authorized Improvements, there will be no conditions or defenses to the obligation of the City to use the proceeds of the Improvement Area #2 Special Assessments or Improvement Area #2 Bonds to pay the Improvement Area #2 Reimbursement Obligation pursuant to the terms of this Acquisition and Reimbursement Agreement.
12. No Waiver. Nothing in this Acquisition and Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Acquisition and Reimbursement Agreement against any person or entity involved in the design, construction, or installation of the Applicable Authorized Improvements.
13. Governing Law, Venue. This Acquisition and Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Acquisition and Reimbursement Agreement. In the event of a dispute involving this Acquisition and Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Travis County, Texas.
14. Notice. Any notice required or contemplated by this Acquisition and Reimbursement Agreement shall be deemed given at the addresses shown below: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 24 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

If to City: City of Austin
 PO Box 2106
 Austin, Texas 78767
 Attn: City Treasurer
 Facsimile: 512.370.3838

With copies to: City of Austin
 PO Box 1088
 Austin, Texas 78767
 Attn: City Attorney
 Facsimile: 512.974.6490

If to Owner: Taurus of Texas
 c/o Douglas H. Gilliland
 9285 Huntington Square
 North Richland Hills, Texas 76180

Facsimile: 817.788.1670

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attn: Steven C. Metcalfe
221 W. 6th, Suite 1300
Austin, Texas 78701
Facsimile: 512.404.2245

15. Invalid Provisions. If any provision of this Acquisition and Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Acquisition and Reimbursement Agreement shall remain in full force and effect.

16. Exclusive Rights of Owner.

- a. Owner's right, title and interest in the Reimbursement Agreement Balance, as described herein, shall be the sole and exclusive property of Owner (or its Transferee), and no other owner or third party shall have any claim or right to such funds unless Owner transfers its rights to be receive such funds (whether via Improvement Area #2 Bonds proceeds or Improvement Area #2 Special Assessments) to a Transferee in writing and otherwise in accordance with the requirements set forth herein.
- b. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owner's right, title, or interest in and to payment of its Reimbursement Agreement Balance (whether via Improvement Area #2 Bonds proceeds or Improvement Area #2 Special Assessments) (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including (A) the name and address of the Transferee and (B) a representation by the Owner that the Transfer does not and will not result in the issuance of or security for municipal securities by any other state of the United States or political subdivision thereof, is provided to the City and the Trustee, if any.
- c. The Owner agrees that the City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer.
- d. Any sale of all or a portion of the District Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed a Transfer.

17. Assignment.

- a. This Acquisition and Reimbursement Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to an affiliate of Owner without

the consent of the City, provided that the assignee assumes all of the obligations of Owner hereunder.

For assignments to other than an affiliate as provided above, Owner may, at its sole and absolute discretion, assign this Acquisition and Reimbursement Agreement from time to time to any party (a “Designated Successor or Assign”) that (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development agreement with the City, and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Acquisition and Reimbursement Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment. If the City has objections to such assignment satisfying the requirements described above, the City shall provide written notice of such objections to the Owner within twenty (20) days of receiving the assignment notice from Owner. Owner will not be released from its obligations under this Acquisition and Reimbursement Agreement if the City objects to the assignment as described above and such objections are not resolved by and between Owner and the City; provided, however, the City shall not unreasonably withhold Owner’s release from its obligations under this Acquisition and Reimbursement Agreement.

Upon such assignment, Owner shall be deemed to be automatically released of any obligations under this Acquisition and Reimbursement Agreement.

- b. Any sale of a portion of the District Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.
- c. Notwithstanding anything to the contrary contained herein, this Section 17 shall not apply to Transfer which shall be covered by Section 16 above.

18. Failure; Default; Remedies.

- a. If either Party fails to perform an obligation imposed on such Party by this Acquisition and Reimbursement Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed,

then the cure period shall be extended for an additional period (not to exceed 90 days) so long as the non-performing Party is diligently pursuing a cure.

- b. If the Owner is in Default, the City's sole and exclusive remedy shall be to seek specific enforcement of this Acquisition and Reimbursement Agreement. No Default by the Owner, however, shall: (1) affect the obligations of the City to use the net proceeds of Improvement Area #2 Bonds as provided in Section 6 of this Acquisition and Reimbursement Agreement; or (2) entitle the City to terminate this Acquisition and Reimbursement Agreement. In addition to specific enforcement, the City shall be entitled to attorney's fees, court costs, and other costs of the City to obtain specific enforcement.
- c. If the City is in Default, the Owner's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance of a non-discretionary duty by the City; or (2) seek specific enforcement of this Acquisition and Reimbursement Agreement.

19. Miscellaneous.

- a. The failure by a Party to insist upon the strict performance of any provision of this Acquisition and Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Acquisition and Reimbursement Agreement.
- b. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Acquisition and Reimbursement Agreement.
- c. Nothing in this Acquisition and Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Owner any rights, remedies, or claims under or by reason of this Acquisition and Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Acquisition and Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Owner.
- d. This Acquisition and Reimbursement Agreement may be amended only by written agreement of the Parties.
- e. This Acquisition and Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.

20. Estoppel Certificate. Within thirty (30) days after the receipt of a written request by Owner or any Transferee, the City will certify in a written instrument duly executed and acknowledged to any person, firm or corporation specified in such request as to (i) the validity and force and effect of this Reimbursement Agreement in accordance with its terms, (ii) modifications or amendments to this Reimbursement Agreement and the substance of such modification or amendments; (iii) the existence of any default to the

best of the City's knowledge; and (iv) such other factual matters that may be reasonably requested.

21. Anti-Boycott Verification. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.
22. Iran, Sudan and Foreign Terrorist Organizations. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

23. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Owner's participation in the execution of this Reimbursement Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Owner and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.

24. Exhibits: The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit A - Description of Improvement Area #2
- Exhibit B - Improvement Area #2 Improvements
- Schedule 1 - Form of Certification for Payment

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have caused this Acquisition and Reimbursement Agreement to be executed as of _____, 20__, to be effective as of the date written on the first page of this Acquisition and Reimbursement Agreement.

CITY OF AUSTIN,
a home rule city and Texas municipal corporation

By: _____
Name: _____
Title: _____

[Signatures Continue on Next Page]

**CLUB DEAL 120 WHISPER VALLEY,
LIMITED PARTNERSHIP,**

a Delaware limited partnership qualified to do
business in Texas

By: CD120 GP, LLC, a Delaware limited
liability company qualified to do business in Texas

Its: General Partner

By: _____
Douglas H. Gilliland, Manager

Improvement Area #2



EXHIBIT B

Improvement Area #2 Improvements

- *Erosion and Sedimentation Control*

The erosion and sedimentation controls installed for this site work consist of silt fence, inlet protection, tree protection, stabilized construction entrance, rip rap, and revegetation required to control sedimentation run-off from the site during site development and prevent erosion prior to construction of Improvement Area #2. The erosion and sedimentation controls will be installed according to City standards, determined in the City's sole discretion.

- *Clearing and Grading*

The clearing and grading improvements consist of site clearing, soil remediation, grading within the right of way for the installation of the internal roadway system, and for the installation of utilities and drainage controls outside of the right of way in order to serve Improvement Area #2. The clearing and grading will follow the approved construction document from the City.

- *Drainage Improvements*

The drainage improvements consist of the construction and installation of storm sewer pipe, manholes and junction boxes, headwalls, drainage inlets and appurtenances necessary for the storm system that will service all of Improvement Area #2. The drainage improvements will be constructed according to City standards, determined in the City's sole discretion.

- *Street Improvements*

The street improvements consist of installing geogrid reinforcement, flexible base course, surface course, curb and gutters and sidewalks along non-frontage lots that will provide the basis of the roadway system within Improvement Area #2. The street improvements will be constructed according to City standards, determined in the City's sole discretion.

- *Potable Water Improvements*

The potable water improvements consist of the construction and installation of water mains, domestic service connections, valves, fire hydrants and appurtenances, necessary for the water distribution system that will service all of Improvement Area #2. The water improvements will be constructed according to City standards, determined in the City's sole discretion.

- *Wastewater Improvements*

The wastewater improvements consist of construction and installation of wastewater mains, domestic service connections, manholes and appurtenances necessary to provide sanitary sewer service to all of Improvement Area #2. The wastewater improvements will be constructed according to City standards, determined in the City's sole discretion.

- *Retaining Walls*

The retaining walls for the site consist of dry stack limestone and gravity retaining walls that are engineered to 1) maintain maximum roadway and lot slopes, 2) limit the cut and fill to the City maximums, and 3) prevent grading encroachments into the jurisdictional waters within Improvement Area #2.

- *Pond Improvements*

The pond improvements consist of installing two (2) detention and water quality ponds which include establishing revegetation, storm headwalls and box culverts and maintenance access paths necessary to support the Improvement Area #2 drainage infrastructure system. The pond improvements will follow the approved construction document from the City.

SCHEDULE 1

FORM OF CERTIFICATION FOR PAYMENT

_____ (“**Construction Manager**”) hereby requests payment of the Actual Cost of the work described in Attachment A attached hereto (the “**Draw Actual Costs**”). Capitalized undefined terms shall have the meanings ascribed thereto in the Whisper Valley Public Improvement District Financing Agreement between Club Deal 120 Whisper Valley, Limited Partnership, a Delaware limited partnership, and the City of Austin, Texas (the “**City**”), dated as November 3, 2011 (as heretofore or hereinafter amended, the “**Finance Agreement**”). In connection with this Certification for Payment, the undersigned, in their capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.
2. The true and correct Draw Actual Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.
3. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed [through the previous Certification for Payment].
4. Attached hereto as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Draw Actual Costs of each Segment for which payment is requested.
5. Attached hereto as Attachment D are documents of evidencing the acceptance by the City or another governmental entity, as applicable, of the Segment described in Attachment A.
6. Attached hereto as Attachment E is a true and correct waiver of liens for work on the Segment described in Attachment A through the previous Certification for Payment and receipts for payment from the contractor and, if requested by the City, any subcontractors, for the current Certification for Payment.
7. Attached hereto as Attachment F is a true and correct assignment of all warranties and guarantees, as applicable, related to the Segment described in Attachment A.

[Signature Page Follows]

SIGNATURE PAGE TO
FORM OF CERTIFICATION FOR PAYMENT

Date : _____

[Construction Manager Signature Block to
Be inserted]

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

Project Engineer

APPROVAL BY THE CITY

The Draw Actual Costs of each Segment described in Attachment A has been reviewed, verified and approved by the City Construction Representative of the City. Payment of the Draw Actual Costs of each such Segment is hereby approved.

Date: _____

CITY OF AUSTIN,
a home rule city and Texas municipal corporation

By: _____
Name: _____
Title: _____

ATTACHMENT A TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Draw Actual Costs</u>
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ATTACHMENT B TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[bills paid affidavit – attached]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[receipts – attached]

ATTACHMENT D
FORM OF ACCEPTANCE

ATTACHMENT E
WAIVER OF LIENS

ATTACHMENT F

ASSIGNMENT OF WARRANTIES AND GUARANTEES

**SECOND AMENDMENT TO WHISPER VALLEY PUBLIC IMPROVEMENT
DISTRICT FINANCING AGREEMENT**

This SECOND AMENDMENT TO WHISPER VALLEY PUBLIC IMPROVEMENT DISTRICT FINANCING AGREEMENT (this "Amendment") is made effective ____ day of _____, 2020 (the "Effective Date"), by and between Club Deal 120 Whisper Valley, Limited Partnership, a Delaware limited partnership (including its successors, assigns, or transferees, the "Developer"), and the City of Austin, Texas (the "City"), a municipal corporation, acting by and through its duly authorized representative (each individually referred to as a "Party" and collectively as the "Parties").

RECITALS

A. The City and Developer are parties to that certain Whisper Valley Public Improvement District Finance Agreement dated effective November 1, 2011 (as amended by the First Amendment dated March 20, 2019, and by this Amendment, the "Agreement").

B. Pursuant to the Agreement, it was contemplated that Phased PID Bonds would be issued periodically in the future as individual Improvement Areas of the Project are developed and such Phased PID Bonds would fund Phased PID Bond Public Improvements within each Improvement Area.

C. The Parties agree that the Developer may receive reimbursements for the Phased PID Bond Public Improvements within each given Improvement Area once such Phased PID Bond Public Improvements have been constructed and accepted by the City or County, as applicable.

D. As contemplated by this Agreement, Special Assessments will need to be levied on the applicable Future Improvement Area(s). Since the Developer has agreed to allow for funding of construction of Phased PID Bond Authorized Improvements within each given Future Improvement Area via reimbursement payments and the Phased PID Bonds are not being issued upfront, the Special Assessments will need to be levied on the applicable Future Improvement Area(s) prior to Phased PID Bonds being issued and prior to any sales to Homeowners.

E. Developer has already commenced and completed the Improvement Area #2 Authorized Improvements, and pursuant to a 2020 Amended and Restated Whisper Valley Public Improvement District Service and Assessment Plan adopted contemporaneously herewith (the "2020 SAP"), additional Special Assessments will be levied on Improvement Area #2.

NOW, THEREFORE, Developer and City hereby agree as follows:

1. Recitals/Defined Terms. The foregoing Recitals are true and correct in all material respects and are incorporated by reference herein and made a part of this Amendment for all purposes. Unless otherwise defined in this Amendment, any capitalized terms used in this Amendment shall have the meanings given to them in the Agreement.

2. Definitions.

(a) The following definitions, as well as the defined terms in the Recitals above, are hereby added to Exhibit "A."

"Acquisition and Reimbursement Agreement" means those agreements to be entered into by the Developer and City in accordance with the terms of Section 4.02 hereof, and generally in the form of Exhibit K attached hereto.

"Improvement Area" shall mean each improvement area identified as such in the Whisper Valley Public Improvement District Service and Assessment Plan, as updated and amended from time to time, including Improvement Area #1, Improvement Area #2, and Future Improvement Areas.

"Improvement Area #2" shall be the area identified as such in the 2020 SAP.

"Improvement Area #2 Improvements" shall mean that infrastructure benefitting Improvement Area #2, identified in the 2020 SAP.

"Owner Expended Funds" means for any given Phased PID Bond issue (i) the amount of Actual Costs not previously reimbursed to Developer under the applicable Acquisition and Reimbursement Agreement and (ii) any other qualified and permitted costs submitted to and approved by the City (e.g. bond issuance costs and consultant fees).

"Phased PID Bond Public Improvements" means those Public Improvements to be funded by Phased PID Bonds (other than for Improvement Area #1 or Improvement Area #2).

(b) The following definitions are hereby deleted and replaced in with the following:

"Future Improvement Area(s)" means the Improvement Areas of the Property that do not include Improvement Area #1 or Improvement Area #2.

"Maximum Annual Assessment" means an amount that does not exceed the lesser of (i) 125% of such parcel's anticipated buildout value (as determined by the Administrator) times the City's tax rate in the fiscal year the assessment is determined or (ii) the equivalent tax rate as calculated at the time of the most recent Assessment levy increased by 2% per year to the date of the new Assessment levy.

3. Addition of Provisions Related to Apportionment, Levy and Collection of Assessments. The following is hereby added as a new Section 2.05 of the Agreement.

Section 2.05 Developer Consent to 2020 SAP. To the extent that there is any conflict between the 2020 SAP and any prior version of the Service and Assessment Plan, the Developer hereby ratifies, confirms, consents, accepts, agrees and approves the 2020 SAP, including the assessments rolls, exhibits and appendices therein.

4. Provisions Related to Improvement Area #2. The following is hereby added as a new Section 4.02(C) to the Agreement:

Section 4.02(C). Improvement Area #2

Notwithstanding the terms contained in Section 4.02, since Improvement Area #2 Improvements have been constructed and have been, or will be accepted by either the County or the City (as applicable), and the Special Assessments to fund the Improvement Area #2 Improvements will be levied contemporaneously herewith, the process set forth in Section 4.02(a) is hereby adjusted as follows as to Improvement Area #2 only:

(1) The outstanding Special Assessments associated with the Master PID Bonds allocated to Improvement Area #2 have been prepaid prior to the effective date of this Agreement, and prior to the levy of additional Special Assessments for the Improvement Area #2. As a result of such prepayment, the lien and Special Assessments associated with the Master PID Bonds allocable to Improvement Area #2 was extinguished. As set forth in the 2020 SAP, the first Annual Installment of Special Assessments for Improvement Area #2 is due and payable on January 31, 2022.

(2) It is hereby acknowledged that provisions for the redemption of the Senior Master PID Bonds that are allocable to Improvement Area #2 will be made in accordance with the indenture of trust related to the Senior Master PID Bonds through the application of such prepayment of assessments (plus any transfer of funds required by and held pursuant to the terms of the indenture of trust applicable to the Senior Master PID Bonds).

(3) Notwithstanding the terms contained in Section 4.02, since Improvement Area #2 Improvements have been constructed, prior to the City authorizing the issuance of the Improvement Area #2 PID Bonds or reimbursing Developer from the proceeds of additional Special Assessments levied in Improvement Area #2, Developer will be required to submit Certification for Payment in accordance with the provisions of Section 4.01 for the amount of Actual Costs for the Improvement Area #2 Improvements to be funded by the bonds or Special Assessment Revenues (as applicable) as well as any other qualified and permitted costs submitted to the City (e.g. bond issuance costs or consultant fees). Any disbursement of funds shall be made in accordance with the Improvement Area #2 Acquisition and Reimbursement Agreement, if applicable, and the trust indenture applicable to the Improvement Area #2 Bonds.

5. Amendment of Provisions Related to Funding of Phased PID Bond Authorized Improvements and Levy of Special Assessments (other than for Improvement Area #1 and Improvement Area #2). The following is hereby added as a new Section 4.02(D) to the Agreement:

Section 4.02(D) Future Improvement Areas

“(a) This Section 4.02(D) shall apply only to Future Improvement Areas.

(b) Developer, at its expense, shall have the right to construct Phased PID Bond Authorized Improvements for the benefit of any Future Improvement Area; provided, however, that prior to commencement of construction of any Phased PID Bond Authorized Improvements (whether one or more) within any such Future Improvement Area, the Parties shall enter into an Acquisition and Reimbursement Agreement specific to such Future Improvement Area, pursuant to which the Developer shall agree to convey, and upon approval of such improvements by the City, the City shall agree to acquire (subject to the terms and conditions contained herein regarding conveyances to the County), all Phased PID Bond Authorized Improvements situated within such Future Improvement Area for the Actual Cost upon completion and acceptance by the City. The general process for funding Phased PID Bond Authorized Improvements is as follows:

(1) Any time after Developer receives all permits required to begin construction of Phased PID Bond Authorized Improvements but prior to the earlier of (x) the date any Phased PID Bond Authorized Improvement for that Improvement Area has been dedicated to the City or (y) the date that is nine months before Developer intends to close the sale of a home to a homeowner in that Improvement Area, Developer shall provide written notice to the City (i) requesting approval and execution of an Acquisition and Reimbursement Agreement for the given Improvement Area, (ii) requesting the levy of Special Assessments on the Improvement Area, and (iii) requesting the collection of the Special Assessments in installments according to a payment schedule identified in an amended or updated Service and Assessment Plan: (an “**Assessment Levy Request**”). Within 120 days of receipt of an Assessment Levy Request, the City shall consider entering into an Acquisition and Reimbursement Agreement, substantially in the form provided in Exhibit “K” attached hereto, for the Improvement Area which will provide that Special Assessments will reimburse the Developer for Actual Costs incurred in connection with the Phased PID Bond Authorized Improvements until Phased PID Bonds are issued.

(2) Concurrently with the execution of the Acquisition and Reimbursement Agreement for the applicable Future Improvement Area, the Assessment Plan will be amended to reflect the Special Assessments on the applicable Future Improvement Area contemplated by the applicable Acquisition and Reimbursement Agreement. Prior to the levying of additional Special Assessments on any Future Improvement Area, the outstanding Special Assessments related to the Senior PID Bonds and allocated to such Future Improvement Area shall be prepaid in full, and the portion of the outstanding Senior PID Bonds that are allocable to the given Future Improvement Area shall be redeemed. On or before the effective date of the Acquisition and Reimbursement Agreement described in subsection (1) above, the City will adopt an Assessment Ordinance levying the Special Assessments on the applicable Future Improvement Area for the applicable

Phased PID Bond Authorized Improvements. The City will levy and collect such Special Assessments in accordance with the approved Service and Assessment Plan, as amended or updated, and the applicable Assessment Ordinance.

(3) Upon collection of such Special Assessments, the City will place such Special Assessments in a designated account separate from the City's other accounts. Until the Phased PID Bonds for such Future Improvement Area are issued, the City will use such amounts to reimburse Developer for the Actual Costs of the applicable Phased PID Bond Authorized Improvements pursuant to the terms of the Acquisition and Reimbursement Agreement.

(4) Upon completion of some or all of the Phased PID Bond Authorized Improvements, the Developer may submit to the City the Bond Issuance Request. Subject to meeting the requirements and conditions stated in this Agreement and State law, the City will consider issuance of the applicable Phased PID Bonds to reimburse the Developer for an amount up to the Actual Cost of those Phased PID Bond Authorized Improvements that are completed at the time of the Bond issue less any amounts already reimbursed to Developer pursuant to the Acquisition and Reimbursement Agreement. Developer may provide the City a Bond Issuance Request including the anticipated completion date for the Phased PID Bond Authorized Improvements that are to be funded by the given Phased PID Bond issue 120 days prior to such anticipated date.

(c) Subject to the terms of Section 3.01, to receive funds from the proceeds of the Phased PID Bonds to pay the Actual Cost of the Phased PID Bond Authorized Improvements, the Developer shall deliver to the City and the Project Engineer (i) a Certification for Payment evidencing the Actual Cost, (ii) evidence of the acceptance by the City or County, as applicable, of the Phased PID Bond Authorized Improvements to be funded by the PID Bonds in question and the conveyance to the City or County, as applicable, of those Phased PID Bond Authorized Improvements to be funded by the PID Bonds in question as described in Section 3.01 above, and (iii) an assignment of the warranties and guaranties, if applicable, for the Phased PID Bond Authorized Improvements to be funded by the PID Bonds in question, in form reasonably acceptable to the City. Nothing herein shall prohibit Developer from being reimbursed for design costs associated with a Phased PID Bond Authorized Improvement.

(d) After the Certification for Payment is submitted to the City, the City shall conduct a review to confirm those Phased PID Bond Authorized Improvements to be funded by the PID Bond in question were constructed in accordance with the plans therefor and to verify the Actual Cost of the Phased PID Bond Authorized Improvements specified in such Certification for Payment. The City agrees to conduct such review after the Certification for Payment is submitted to the City and the Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional

information and documentation as is reasonably necessary for the City to conclude each such review. Upon confirmation by the City that Phased PID Bond Authorized Improvements to be funded by the PID Bond in question have been constructed in accordance with the plans therefor, and verification and approval of the Actual Cost of those Phased PID Bond Authorized Improvements, the City shall accept those Phased PID Bond Authorized Improvements that have not been previously accepted by the City and an authorized representative of the City shall sign the Certification for Payment and forward the same to the Administrator. The City shall then have up to fifteen (15) calendar days to forward the executed Certification for Payment to the Trustee for payment.

(d) Prior to or concurrent with the closing of any Phased PID Bonds, Developer shall submit a Closing Disbursement Request to the City requesting payment for the Owner Expended Funds related to Phased PID Bond Authorized Improvements that have been approved and accepted by the City or County, as applicable. Prior to disbursement of proceeds of any Phased PID Bonds, the City will review the Closing Disbursement Request and, after verification of accuracy of the Closing Disbursement Request, the City will submit to the Trustee.

6. The following is hereby added as new Section 5.01(A)(1), and shall apply to any Phased PID Bonds (other than for Improvement Area #1):

Section 5.01(A)(1). Issuance of PID Bonds

Subject to the terms and conditions set forth in this Article V, the City has the authority to issue Phased PID Bonds to pay for the Actual Costs with respect to the Public Improvements as contemplated in Sections 4.02. The City will use good faith efforts to issue Phased PID bonds after receiving and thoroughly reviewing the Bond Issuance Request for the Developer provided that Developer can reasonably demonstrate to the City and its financial advisors that (i) an acceptable Market Study Analysis have been provided, (ii) there is sufficient security for the PID Bonds, based upon the market conditions existing at the time of such proposed sale, (iii) the City shall have obtained the Appraisal and any other financial analysis required hereby, and (iv) such request complies with the provisions for issuing PID bonds in any PID policy approved by the City, including any requirements related to level debt service for PID Bonds.

7. Section References. Unless expressly stated otherwise, any and all references to sections or other enumerated provisions in this Amendment shall refer to the corresponding sections or provisions in the Agreement.

8. Ratification; Entire Agreement. The Agreement, as amended by this Amendment, is hereby ratified and affirmed and continues in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment control.

9. Counterparts. This Amendment may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

This Amendment is signed as of the date of the acknowledgement below, but shall be effective as of the Effective Date of this Amendment.

[Signature pages to follow]

CITY OF AUSTIN,
a home rule city and Texas municipal corporation

By: _____
Name: _____
Title: _____

[CITY SIGNATURE PAGE]

**CLUB DEAL 120 WHISPER VALLEY,
LIMITED PARTNERSHIP**, a Delaware limited
partnership qualified to do business in Texas

By: CD120 GP, LLC, a Delaware limited
liability company qualified to do business in Texas
Its: General Partner

By: _____
Douglas H. Gilliland, Manager

[DEVELOPER SIGNATURE PAGE]

EXHIBIT K

WHISPER VALLEY PUBLIC IMPROVEMENT DISTRICT ACQUISITION AND REIMBURSEMENT AGREEMENT [IMPROVEMENT AREA #_]

This Whisper Valley Public Improvement District Acquisition and Reimbursement Agreement Improvement Area #__ (this "Acquisition and Reimbursement Agreement") is executed between the City of Austin, Texas ("City") and _____ (the "Owner") to be effective _____, 20__ (each individually referred to as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, on August 26, 2010, the City Council of the City of Austin, Texas (the "City Council") passed and approved Resolution No. 20100826-026 (the "Creation Resolution") authorizing the creation of the Whisper Valley Public Improvement District (the "District") covering approximately 2,066 acres of land shown on a map thereof in the Creation Resolution (the "District Property"); and

WHEREAS, on November 3, 2011, the City Council approved that certain Whisper Valley Public Improvement District Financing Agreement by and between the Owner and the City (as amended by the First Amendment dated March 28, 2019, and the Second Amendment dated _____, 2020, the "PID Finance Agreement"); and

WHEREAS, the purpose of the District is to finance certain improvements authorized by Chapter 372, Texas Local Government Code (as may be amended, the "Act") that promote the interests of the City and confer a special benefit on the Assessed Property within the District ("Authorized Improvements"); and

WHEREAS, on November 3, 2011, the City Council approved the Master Improvement Area Assessment Ordinance, levied the Master Improvement Area Assessments ("Special Assessments") on property located within the District; and

WHEREAS, the District Property is being developed in phases (each an "Improvement Area") and the Owner intends to construct certain Authorized Improvements over time to serve District Property (or portions thereof); and

WHEREAS, the City issued City of Austin, Texas Special Assessment Revenue Bonds, Senior Series 2011 (Whisper Valley Public Improvement District) ("Senior Bonds") on November 3, 2011, which Senior Bonds remain outstanding; however, those Special Assessments levied in connection with the Senior Bonds that cover Improvement Area #____ have been paid off prior to or contemporaneously herewith; and

WHEREAS, On _____, 20__, the Owner submitted an Assessment Levy Request relating to Improvement Area #__, requesting that the City Council consider (i) the approval of the Improvement Area #__ Acquisition and Reimbursement Agreement, and (ii) the adoption of an

Order (the “Assessment Order”) that (A) approves the Service and Assessment Plan (or amendment or update thereto) (as the same may be amended from time to time, the “Service and Assessment Plan”) identifying, among other things, the costs of the Authorized Improvements benefitting Improvement Area #__ (the “Improvement Area #__ Improvements”) and the special assessments to be levied on parcels within Improvement Area #__ receiving a benefit from such Authorized Improvements (the “Improvement Area #__ Special Assessments”) and (B) levies said Improvement Area #__ Special Assessments; and

WHEREAS, Improvement Area #__ consists of approximately __ acres of land and is more particular described in **Exhibit A** attached hereto. The Improvement Area #__ Improvements are more particularly described in the Service and Assessment Plan and generally described in **Exhibit B** attached hereto; and

WHEREAS, upon completion and approval, the Improvement Area #__ Improvements will be conveyed to the City or to another governmental entity approved by the City; and

WHEREAS, the Parties intend for all or a portion of the Actual Cost (as defined in the [Service and Assessment Plan] of the Improvement Area #__ Improvements to be reimbursed to Owner, in accordance with the terms of this Acquisition and Reimbursement Agreement, the PID Finance Agreement, and, if bonds are issued to finance the Improvement Area #__ Improvements (“Improvement Area #__ Bonds”), the indenture for Improvement Area #__ (the “Improvement Area #__ Indenture”) from (i) Improvement Area #__ Special Assessments on deposit in the Improvement Area #__ Project Fund (herein called “Improvement Area #__ Project Fund” as created by Improvement Area #__ Indenture), (ii) the proceeds of Improvement Area #__ Bonds issued by the City pursuant to the Improvement Area #__ Indenture, or (iii) a combination of (i) and (ii) above; and

WHEREAS, upon the City’s receipt of a Bond Issuance Request from the Owner and evidence that the conditions precedent in the PID Finance Agreement have been satisfied, the City will consider an ordinance issuing the Improvement Area #__ Bonds to finance all or a portion of the Actual Costs of the Improvement Area #__ Improvements, which Improvement Area #__ Bonds shall be secured by first lien and security interest in the Trust Estate (defined below) established pursuant to the Improvement Area #__ Indenture; and

WHEREAS, if Improvement Area #__ Bonds are issued, the City will deposit, or cause to be deposited, the Improvement Area #__ Special Assessments into a segregated fund held by the Trustee under the Indenture for further transfer to the appropriate accounts pursuant to the Indenture, including accounts for the payment of debt services on the Improvement Area #__ Bonds; and

WHEREAS, prior to issuance of the Improvement Area #__ Bonds, the City will create a separate segregated account into which Special Assessments will be deposited for Improvement Area #__ (the “City Project Fund”); and

WHEREAS, this Acquisition and Reimbursement Agreement is a “reimbursement agreement” authorized by the PID Act; and

WHEREAS, the Parties intend that the Reimbursement Agreement Balance (defined below) shall only be reimbursed to Owner from (i) the City Project Fund or (ii) the net proceeds of Improvement Area #__ Bonds (defined below) issued by the City; and

WHEREAS, capitalized terms not defined herein shall have the meaning ascribed to them in the PID Finance Agreement or Service and Assessment Plan.

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals to this Acquisition and Reimbursement Agreement are true and correct, and are incorporated as part of this Acquisition and Reimbursement Agreement for all purposes.
2. Deposit of Improvement Area #__ Special Assessments
 - a. Prior to the issuance of the Improvement Area #__ Bonds, the City will deposit, or cause to be deposited the Improvement Area #__ Special Assessments into the City Project Fund. Prior to the issuance of Improvement Area #__ Bonds, the Reimbursement Agreement Balance (as defined herein) is payable solely from Improvement Area #__ Special Assessments on deposit in the City Project Fund.
 - b. Upon the issuance of the Improvement Area #__ Bonds, the City will transfer, or cause to be transferred, the Improvement Area #__ Special Assessments on deposit in the City Project Fund to the Bond Trustee for deposit to the "Improvement Area #__ Project Fund" in accordance with the provisions of the Improvement Area #__ Indenture. Any Reimbursement Agreement Balance remaining after the issuance of the Improvement Area #__ Bonds is extinguished and shall no longer be due and payable.
 - c. After issuance of the Improvement Area #__ Bonds and the transfer of Improvement Area #__ Special Assessments described in Subsection (b) above, the City will deposit or cause to be deposited into the Improvement Area #__ Special Assessments collected annually into the Pledged Revenue Fund established under the Improvement Area #__ Indenture in accordance with the provisions of that Improvement Area #__ Indenture.
3. City Collection Efforts. The City will use all reasonable efforts to receive and collect, or cause to be received and collected by the Travis County Central Appraisal District, Improvement Area #__ Special Assessments (including the foreclosure of liens resulting from the nonpayment of the Improvement Area #__ Special Assessments or other charges due and owing under the Service and Assessment Plan), and upon receipt and collection, immediately deposit the same into the Improvement Area #__ Pledged Revenue Fund. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Improvement Area #__ Special Assessments, such failure and inability shall not constitute default by the City under this Acquisition and Reimbursement Agreement. This Acquisition and Reimbursement Agreement and/or the Improvement Area #__ Bonds shall never give rise to or create:

- a. a charge against the general credit or taxing powers of the City or any other taxing unit; or
 - b. a debt or other obligation of the City payable from any source of revenue, taxes, income, or properties of the City other than from the Improvement Area #___ Special Assessments or from the net proceeds of the Improvement Area #___ Bonds.
4. Improvement Area #___ Reimbursement Obligation. The Actual Costs of the Improvement Area #___ Improvements are identified in the Service and Assessment Plan. To finance [all or] a portion of the Actual Costs, the City has levied the Improvement Area #___ Special Assessments in the amount of \$_____. The Owner may advance funds to pay for the Actual Costs of the Improvement Area #___ Improvements and is entitled to be reimbursed for such advances in an amount not to exceed the lesser of \$_____ and the Actual Costs of the Improvement Area #___ Improvements (the "Improvement Area #___ Reimbursement Obligation"), plus simple interest on such advance, as provided in this Acquisition and Reimbursement Agreement. [Notwithstanding anything herein to the contrary, the City shall be under no obligation to reimburse the Owner for the Actual Costs of any Improvement Area #___ Improvements that are not accepted by the City or another governmental entity with the City's approval.]
5. Reimbursement Agreement Balance.
 - a. Subject to the terms, conditions, and requirements contained herein, the City agrees to reimburse the Owner, and the Owner shall be entitled to receive from City, an amount equal to the Actual Costs of the Improvement Area #___ Improvements (in the aggregate not to exceed the Improvement Area #___ Reimbursement Obligation), plus simple interest on any unpaid principal balance of the Actual Costs on any given Improvement Area #___ Authorized Improvement submitted and approved for payment pursuant to a Certification for Payment, which interest payment shall begin to accrue upon the City's execution of such Certification for Payment in accordance with the terms of the PID Finance Agreement and will continue until amounts due under such Certification for Payment are paid by the City to the Owner at a rate of __%, and this rate was determined by the City Council not to exceed 2% above the highest average index rate for tax-exempt bonds reported in the Bond Buyer 20 Bond Index published in *The Bond Buyer* (a daily publication that publishes this interest rate index) and reported in the month before the effective date of this Acquisition and Reimbursement Agreement (the unpaid principal balance, together with accrued but unpaid interest is referred to as the "Reimbursement Agreement Balance"). Notwithstanding the foregoing, if any portion of the Reimbursement Agreement Balance remains unpaid after the City issues the Improvement Area #___ Bonds, such amount shall be discharged and shall no longer be due and owing. The Owner hereby acknowledges that the Actual Cost of the Improvement Area #___ Improvements may exceed the amount of the Improvement Area #___ Special Assessments collected by the City. Therefore, the Owner hereby acknowledges that City is not responsible hereunder for any amount

in excess of the amount of the Improvement Area #__ Special Assessments collected by the City or, if issued, the proceeds of Improvement Area #__ Bonds.

- b. The Improvement Area #__ Reimbursement Obligation, as evidenced by the Reimbursement Agreement Balance, is authorized by the PID Act, was approved by the City Council, and represents the total allowable costs to be assessed against the Assessed Parcels (as defined in the Service and Assessment Plan) in Improvement Area #__ for the Improvement Area #__ Improvements. The interest rate, as specified in Section 5(a) herein, has been approved by the City Council and complies with the PID Act.
 - c. The Reimbursement Agreement Balance, as described above, is payable to the Owner and secured under this Acquisition and Reimbursement Agreement solely as described herein. No other City funds, revenue, taxes, income, or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the earlier of (i) one (1) year after the last Annual Installment of Improvement Area #__ Special Assessments is collected or (ii) the issuance of the Improvement Area #__ Bonds (each, a “Maturity Date”), and the Reimbursement Agreement Balance is not a debt of the City within the meaning of Article VIII, Section 9, of the State Constitution.
 - d. The City acknowledges and agrees that until the Reimbursement Agreement Balance is paid in full or discharged as otherwise provided herein, the obligation of the City to use amounts on deposit in the City Project Fund, or to direct the Bond Trustee to use amounts on deposit in the Improvement Area #__ Project Fund to pay the Reimbursement Agreement Balance to the Owner is absolute and unconditional and City does not have, and will not assert, any defenses to such obligation.
6. Payment of Actual Costs prior to the Issuance of Improvement Area #__ Bonds. Prior to the issuance of Improvement Area #__ Bonds, the Owner may elect to make advances to pay Actual Costs of the Improvement Area #__ Improvements. The Reimbursement Agreement Balance shall be payable to the Owner pursuant to executed and approved Certifications for Payment, in accordance with the PID Finance Agreement, solely from the Improvement Area #__ Special Assessments on deposit in the City Project Fund.
7. Payment of Actual Costs after Issuance of Improvement Area #__ Bonds.
- a. Following the issuance of Improvement Area #__ Bonds, the Reimbursement Agreement Balance shall be payable to the Owner solely from the net proceeds (after payment of costs of issuance and deposits into any reserve fund or administrative fund that may be created under the Improvement Area #__ Indenture) of the Improvement Area #__ Bonds issued by the City.
 - b. Upon receipt of a Bond Issuance Request from the Owner, the City may consider the adoption of an ordinance authorizing the issuance of Improvement Area #__ Bonds.

- c. The Improvement Area #__ Bonds, if issued, will be secured by and paid solely from the “Trust Estate” established pursuant to the Improvement Area #__ Indenture, consisting primarily of the Improvement Area #__ Special Assessments transferred to the Bond Trustee for deposit as provided in the Improvement Area #__ Indenture.
 - d. After Improvement Area #__ Bonds are issued, the Bond Trustee shall pay the Owner for the Actual Costs of Improvement Area #__ Improvements pursuant to executed and approved Certification for Payment, in accordance with the PID Finance Agreement, from the appropriate account or fund as provided for in the Improvement Area #__ Indenture and this Acquisition and Reimbursement Agreement.
8. Process for Payment.
- a. Prior to the issuance of Improvement Area #__ Bonds, but after completion of construction of an Improvement Area #__ Authorized Improvement [(or a segment thereof)], the Owner may submit a Certification for Payment, to the City Representative substantially in the form shown on Schedule 1 attached hereto, for payment of the Actual Costs of an Improvement Area #__ Authorized Improvement [(or segment thereof)] from funds then available in the City Project Fund. After the initial request, the Owner may deliver additional Certifications for Payment to the City Representative but not more than one (1) per quarter. This process will continue until (i) payment in full of the Reimbursement Agreement Balance as described in this section of this Acquisition and Reimbursement Agreement or (ii) issuance of Improvement Area #__ Bonds (at which time the repayment process shall be in accordance with subpart (b) below). Each payment from the City Project Fund shall be accompanied by a written accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and itemizes all deposits to and disbursement from such City Project Fund since the last payment date.
 - b. Following the issuance of Improvement Area #__ Bonds, the Owner may be reimbursed pursuant to executed and approved Certifications for Payment, in accordance with the procedures described in the PID Finance Agreement and the Improvement Area #__ Indenture.
9. Termination. This Acquisition and Reimbursement Agreement shall terminate immediately at the earlier of (i) date all payments paid to the Owner under this Acquisition and Reimbursement Agreement equal the Reimbursement Agreement Balance or (ii) the Maturity Date; provided, however that if on the Maturity Date, any portion of the Reimbursement Agreement Balance remains unpaid, such Reimbursement Agreement Balance shall be canceled and for all purposes of this Acquisition and Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL.

10. Non-Recourse Obligation. The obligations of the City under this Acquisition and Reimbursement Agreement are non-recourse and payable only from (i) Improvement Area #__ Special Assessments, or (ii) net proceeds of Improvement Area #__ Bonds; and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its employees shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Acquisition and Reimbursement Agreement or their acts or omission under this Acquisition and Reimbursement Agreement.
11. No Defense. Following the City's inspection and acceptance of the applicable Authorized Improvements, there will be no conditions or defenses to the obligation of the City to use the proceeds of the Improvement Area #__ Special Assessments or Improvement Area #__ Bonds to pay the Improvement Area #__ Reimbursement Obligation pursuant to the terms of this Acquisition and Reimbursement Agreement.
12. No Waiver. Nothing in this Acquisition and Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Acquisition and Reimbursement Agreement against any person or entity involved in the design, construction, or installation of the Applicable Authorized Improvements.
13. Governing Law, Venue. This Acquisition and Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Acquisition and Reimbursement Agreement. In the event of a dispute involving this Acquisition and Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Travis County, Texas.
14. Notice. Any notice required or contemplated by this Acquisition and Reimbursement Agreement shall be deemed given at the addresses shown below: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 24 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

If to City: City of Austin
 PO Box 2106
 Austin, Texas 78767
 Attn: City Treasurer
 Facsimile: 512.370.3838

With copies to: City of Austin
 PO Box 1088
 Austin, Texas 78767
 Attn: City Attorney
 Facsimile: 512.974.6490

If to Owner: Taurus of Texas
c/o Douglas H. Gilliland
9285 Huntington Square
North Richland Hills, Texas 76180
Facsimile: 817.788.1670

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attn: Steven C. Metcalfe
221 W. 6th, Suite 1300
Austin, Texas 78701
Facsimile: 512.404.2245

15. Invalid Provisions. If any provision of this Acquisition and Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Acquisition and Reimbursement Agreement shall remain in full force and effect.

16. Exclusive Rights of Owner.

- a. Owner's right, title and interest in the Reimbursement Agreement Balance, as described herein, shall be the sole and exclusive property of Owner (or its Transferee), and no other owner or third party shall have any claim or right to such funds unless Owner transfers its rights to be receive such funds (whether via Improvement Area #__ Bonds proceeds or Improvement Area #__ Special Assessments) to a Transferee in writing and otherwise in accordance with the requirements set forth herein.
- b. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owner's right, title, or interest in and to payment of its Reimbursement Agreement Balance (whether via Improvement Area #__ Bonds proceeds or Improvement Area #__ Special Assessments) (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including (A) the name and address of the Transferee and (B) a representation by the Owner that the Transfer does not and will not result in the issuance of or security for municipal securities by any other state of the United States or political subdivision thereof, is provided to the City and the Trustee, if any.
- c. The Owner agrees that the City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer.
- d. Any sale of all or a portion of the District Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed a Transfer.

17. Assignment.

- a. This Acquisition and Reimbursement Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to an affiliate of Owner without the consent of the City, provided that the assignee assumes all of the obligations of Owner hereunder.

For assignments to other than an affiliate as provided above, Owner may, at its sole and absolute discretion, assign this Acquisition and Reimbursement Agreement from time to time to any party (a “Designated Successor or Assign”) that (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development agreement with the City, and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Acquisition and Reimbursement Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment. If the City has objections to such assignment satisfying the requirements described above, the City shall provide written notice of such objections to the Owner within twenty (20) days of receiving the assignment notice from Owner. Owner will not be released from its obligations under this Acquisition and Reimbursement Agreement if the City objects to the assignment as described above and such objections are not resolved by and between Owner and the City; provided, however, the City shall not unreasonably withhold Owner’s release from its obligations under this Acquisition and Reimbursement Agreement.

Upon such assignment, Owner shall be deemed to be automatically released of any obligations under this Acquisition and Reimbursement Agreement.

- b. Any sale of a portion of the District Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.
- c. Notwithstanding anything to the contrary contained herein, this Section 17 shall not apply to Transfer which shall be covered by Section 16 above.

18. Failure; Default; Remedies.

- a. If either Party fails to perform an obligation imposed on such Party by this Acquisition and Reimbursement Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall

have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period (not to exceed 90 days) so long as the non-performing Party is diligently pursuing a cure.

- b. If the Owner is in Default, the City's sole and exclusive remedy shall be to seek specific enforcement of this Acquisition and Reimbursement Agreement. No Default by the Owner, however, shall: (1) affect the obligations of the City to use the net proceeds of Improvement Area #__ Bonds as provided in Section 6 of this Acquisition and Reimbursement Agreement; or (2) entitle the City to terminate this Acquisition and Reimbursement Agreement. In addition to specific enforcement, the City shall be entitled to attorney's fees, court costs, and other costs of the City to obtain specific enforcement.
- c. If the City is in Default, the Owner's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance of a non-discretionary duty by the City; or (2) seek specific enforcement of this Acquisition and Reimbursement Agreement.

19. Miscellaneous.

- a. The failure by a Party to insist upon the strict performance of any provision of this Acquisition and Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Acquisition and Reimbursement Agreement.
- b. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Acquisition and Reimbursement Agreement.
- c. Nothing in this Acquisition and Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Owner any rights, remedies, or claims under or by reason of this Acquisition and Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Acquisition and Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Owner.
- d. This Acquisition and Reimbursement Agreement may be amended only by written agreement of the Parties.
- e. This Acquisition and Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.

20. Estoppel Certificate. Within thirty (30) days after the receipt of a written request by Owner or any Transferee, the City will certify in a written instrument duly executed and acknowledged to any person, firm or corporation specified in such request as to (i)

the validity and force and effect of this Reimbursement Agreement in accordance with its terms, (ii) modifications or amendments to this Reimbursement Agreement and the substance of such modification or amendments; (iii) the existence of any default to the best of the City's knowledge; and (iv) such other factual matters that may be reasonably requested.

21. Anti-Boycott Verification. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.
22. Iran, Sudan and Foreign Terrorist Organizations. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

23. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Owner's participation in the execution of this Reimbursement Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Owner and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the

City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.

24. Exhibits: The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit A - Description of Improvement Area #____
- Exhibit B - Improvement Area #____ Improvements
- Schedule 1 - Form of Certification for Payment

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have caused this Acquisition and Reimbursement Agreement to be executed as of _____, 20__, to be effective as of the date written on the first page of this Acquisition and Reimbursement Agreement.

CITY OF AUSTIN,
a home rule city and Texas municipal corporation

By: _____
Name: _____
Title: _____

[Signatures Continue on Next Page]

[Developer Signature Block]

EXHIBIT A

Improvement Area #__

EXHIBIT B

Improvement Area #__ Improvements

SCHEDULE 1

FORM OF CERTIFICATION FOR PAYMENT

_____ (“**Construction Manager**”) hereby requests payment of the Actual Cost of the work described in Attachment A attached hereto (the “**Draw Actual Costs**”). Capitalized undefined terms shall have the meanings ascribed thereto in the Whisper Valley Public Improvement District Financing Agreement between Club Deal 120 Whisper Valley, Limited Partnership, a Delaware limited partnership, and the City of Austin, Texas (the “**City**”), dated as _____, 20__ (as heretofore or hereinafter amended, the “**Finance Agreement**”). In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.
2. The true and correct Draw Actual Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.
3. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed [through the previous Certification for Payment].
4. Attached hereto as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Draw Actual Costs of each Segment for which payment is requested.
5. Attached hereto as Attachment D are documents of evidencing the acceptance by the City or another governmental entity, as applicable, of the Segment described in Attachment A.
6. Attached hereto as Attachment E is a true and correct waiver of liens for work on the Segment described in Attachment A through the previous Certification for Payment and receipts for payment from the contractor and, if requested by the City, any subcontractors, for the current Certification for Payment.
7. Attached hereto as Attachment F is a true and correct assignment of all warranties and guarantees, as applicable, related to the Segment described in Attachment A.

[Signature Page Follows]

SIGNATURE PAGE TO
FORM OF CERTIFICATION FOR PAYMENT

Date : _____

[Construction Manager Signature Block to
Be inserted]

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

Project Engineer

APPROVAL BY THE CITY

The Draw Actual Costs of each Segment described in Attachment A has been reviewed, verified and approved by the City Construction Representative of the City. Payment of the Draw Actual Costs of each such Segment is hereby approved.

Date: _____

CITY OF AUSTIN,
a home rule city and Texas municipal corporation

By: _____
Name: _____
Title: _____

ATTACHMENT A TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Draw Actual Costs</u>
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ATTACHMENT B TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[bills paid affidavit – attached]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[receipts – attached]

ATTACHMENT D
FORM OF ACCEPTANCE

ATTACHMENT E
WAIVER OF LIENS

ATTACHMENT F

ASSIGNMENT OF WARRANTIES AND GUARANTEES