

ORDINANCE NO. 20181213-095

AN ORDINANCE APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN FOR THE CITY OF AUSTIN ESTANCIA HILL COUNTRY PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE DISTRICT; UPDATING THE IMPROVEMENT AREA #1 ASSESSMENT ROLL; ADOPTING THE IMPROVEMENT AREA #2 ASSESSMENT ROLL; LEVYING SPECIAL ASSESSMENTS AGAINST, AND ESTABLISHING A LIEN ON, PROPERTY IN IMPROVEMENT AREA #2; AND PROVIDING FOR THE METHOD AND PAYMENT OF THE ASSESSMENTS.

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

PART 1. FINDINGS AND DETERMINATIONS:

The City Council finds and determines that:

- (A) On June 6, 2013, the City Council adopted a resolution (the "Creation Resolution") which provided for the creation of the Estancia Hill Country Public Improvement District (the "District").
- (B) On June 20, 2013, and in connection with the Creation Resolution, the City Council approved and accepted a Service and Assessment Plan (the "Original Service and Assessment Plan") in conformity with Chapter 372 of the Local Government Code (the "Act") and levied assessments within Improvement Area #1 of the District (the "Improvement Area #1 Assessments").
- (C) In connection with the levying of the Improvement Area #1 Assessments, the City Council authorized the issuance of the City of Austin, Texas Special Assessment Revenue Bonds, Series 2013 (Estancia Hill Country Public Improvement District) (the "2013 Improvement Area #1 Bonds").
- (D) Pursuant to the terms of an Indenture of Trust dated June 1, 2013 securing the Improvement Area #1 Bonds (the "Original Indenture"), the City reserved the right to issue Additional Bonds (as defined in the Original Indenture).
- (E) On this date, the City Council, pursuant to Ordinance No. 20181213-093, authorized the issuance of the City of Austin, Texas Special Assessment Revenue Bonds, Series 2018 (Estancia Hill Country Public Improvement District Improvement Area #1) (the "2018 Improvement Area #1 Bonds"), which constitute Additional Bonds under the Original Indenture. Pursuant to the same Ordinance, the City Council authorized the amendment and restatement of the Original Indenture in its entirety to

accommodate the issuance of the 2018 Improvement Area #1 Bonds (the "Amended and Restated Indenture").

- (F) Pursuant to Section 372.016(b) of the Act, the City Council published notice on December 2, 2018 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 amendments to the Original Service and Assessment Plan (the "2018 Amended and Restated Service and Assessment Plan"), the Improvement Area #2 Assessment Roll (together with the Improvement Area #1 Assessment Roll, the "Assessment Rolls"), and the levy of assessments on benefitted property in Improvement Area #2 (the "Improvement Area #2 Assessments" and, together with the Improvement Area #1 Assessments, the "Assessments").
- (G) Pursuant to Section 372.016(c) of the Act, the City Council caused the mailing of notice of the public hearing to consider the 2018 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.
- (H) The City Council convened the public hearing at 4:00 p.m. on December 13, 2018, at which all persons, if any, who appeared, or requested to appear, in person or by their attorney, were given the opportunity to support or contest the 2018 Amended and Restated Service and Assessment Plan, the Improvement Area #2 Assessment Roll, and each proposed assessment, and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #2 Assessments, the allocation of Improvement Area #2 costs, the purposes of the Improvement Area #2 Assessments, the special benefits conferred on Improvement Area #2 by the Improvement Area #2 Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #2 Assessments.
- (I) The City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, if any, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act.
- (J) The Assessment Rolls and the 2018 Amended and Restated Service and Assessment Plan, in substantially the form attached as Exhibit A and incorporated for all purposes, should be approved, and the Improvement Area #2 Assessments should be levied as provided in this Ordinance and the 2018 Amended and Restated Service and Assessment Plan and the Assessment Rolls.

- (K) There were no written objections or evidence submitted to the City Clerk in opposition to the 2018 Amended and Restated Service and Assessment Plan, the allocation of Improvement Area #2 costs, the Assessment Rolls, or the levy of the Improvement Area #2 Assessments.
- (L) The City Council determines that it is necessary to amend the Original Service and Assessment Plan to (1) update the assessment roll and the annual installments related to the Improvement Area #1 Assessments in order to incorporate the financial terms of the 2018 Improvement Area #1 Bonds into the Improvement Area #1 Assessment Roll and (2) incorporate the Improvement Area #2 Assessment Roll, the allocation of Improvement Area #2 costs, the purposes of the Improvement Area #2 Assessments, and the special benefits derived from the Improvement Area #2 Improvements.
- (M) Prior to the issuance of bonds secured by the Improvement Area #2 Assessments, the owners of 100% of the privately-owned and taxable property located within Improvement Area #2, who are the persons to be assessed pursuant to this Ordinance (the "Landowners"), will have executed and presented to the City Council for approval a Landowner Agreement in which the Landowners approve the 2018 Amended and Restated Service and Assessment Plan, approve the Improvement Area #2 Assessment Roll, approve the levy of the Improvement Area #2 Assessments against their property, agree to pay the Improvement Area #2 Assessments when due and payable, subject to the credits provided for in this Ordinance and in the 2018 Amended and Restated Service and Assessment Plan, and approve this Ordinance.
- (N) On this date, the City Council, pursuant to Ordinance No. 20181213-094, authorized the issuance of the City of Austin, Texas Special Assessment Revenue Bonds, Series 2018 (Estancia Hill Country Public Improvement District Improvement Area #2) (the "2018 Improvement Area #2 Bonds"), and the City Council, pursuant to the same Ordinance, authorized an indenture of trust securing the 2018 Improvement Area #2 Bonds (the "Indenture").
- (O) The apportionment of the Improvement Area #1 Improvements, the Improvement Area #2 Improvements, and the Annual Installment (as defined the 2018 Amended and Restated Service and Assessment Plan), are each fair and reasonable and reflect an accurate representation of the special benefit each property will receive from the construction of the public improvements identified in the 2018 Amended and Restated Service and Assessment Plan.
- (P) The 2018 Amended and Restated Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the

Authorized Improvements (as defined in the 2018 Amended and Restated Service and Assessment Plan).

- (Q) The 2018 Amended and Restated Service and Assessment Plan apportions the costs of the Authorized Improvements to be assessed against certain property in the District, and the apportionment is made on the basis of the special benefits accruing to that property because of the Authorized Improvements.
- (R) All of the real property in the District which is being assessed in the amounts shown in the Assessment Rolls will benefit from the services and improvements proposed to be provided through the District in the 2018 Amended and Restated Service and Assessment Plan, and each parcel of real property will each year receive special benefits equal to or greater than each annual Assessment and will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed.
- (S) The method of apportionment of the costs of the Improvement Area #1 Improvements and the Annual Installments associated with the 2018 Improvement Area #1 Bonds set forth in the 2018 Amended and Restated Service and Assessment Plan results in imposing equal shares of such costs on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the costs of the improvements.
- (T) The method of apportionment of the costs of the Improvement Area #2 Improvements and the Annual Installments associated with the Improvement Area #2 Bonds set forth in the 2018 Amended and Restated Service and Assessment Plan results in imposing equal shares of the costs of the Improvement Area #2 Improvements and the Annual Installments associated with the 2018 Improvement Area #2 Bonds on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the costs of the improvements.
- (U) The 2018 Amended and Restated Service and Assessment Plan, in substantially the form attached as Exhibit A and incorporated for all purposes, should be approved as the service plan and assessment plan for the District, as described in Sections 372.013 and 372.014 of the Act.
- (V) The Improvement Area #1 Assessment Roll attached as Exhibit F-1 and the Improvement Area #2 Assessment Roll attached as Exhibit G-1 to the 2018 Amended and Restated Service and Assessment Plan should be approved as the Assessment Rolls for the District.
- (W) The provisions of the 2018 Amended and Restated Service and Assessment Plan relating to due dates and delinquency dates for the Assessments, interest on Annual

Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures for the imposition and collection of Assessments will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for the area within the District.

- (X) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act (Chapter 551 of the Texas Government Code), and this meeting has been open to the public as required by law at all times during which this Ordinance has been discussed, considered, and acted upon.

PART 2. TERMS.

Terms not otherwise defined in this Ordinance are defined in the 2018 Amended and Restated Service and Assessment Plan.

PART 3. ASSESSMENT PLAN.

Pursuant to Sections 372.013 and 372.014 of the Act, the 2018 Amended and Restated Service and Assessment Plan, in substantially the form attached as Exhibit A, is accepted and approved, with such changes as are necessary, as the service plan and the assessment plan for the District.

PART 4. ASSESSMENT ROLLS.

Pursuant to Section 372.016 of the Act, the Improvement Area #1 Assessment Roll is accepted and updated as the assessment roll of Improvement Area #1 of the District, and the Improvement Area #2 Assessment Roll is accepted and approved as the assessment roll of Improvement Area #2 of the District.

PART 5. LEVY AND PAYMENT OF ASSESSMENTS FOR COSTS OF IMPROVEMENT PROJECT.

- (A) The City Council levies an assessment on each tract of property located within Improvement Area #2 of the District, as described in the 2018 Amended and Restated Service and Assessment Plan and the Improvement Area #2 Assessment Roll, in the respective amounts shown on the Improvement Area #2 Assessment Roll, as a special assessment on the properties set forth in the Improvement Area #2 Assessment Roll.

- (B) The levy of the Assessments related to Improvement Area #2 District are effective on the date of execution of this Ordinance, and the Assessments shall be levied strictly in accordance with the terms of the 2018 Amended and Restated Service and Assessment Plan.
- (C) The collection of the Assessments shall be as described in the 2018 Amended and Restated Service and Assessment Plan.
- (D) Each Assessment may be paid in a lump sum or in Annual Installments pursuant to the terms of the 2018 Amended and Restated Service and Assessment Plan.
- (E) Each Assessment shall bear interest at the rate or rates specified in the 2018 Amended and Restated Service and Assessment Plan.
- (F) Each Annual Installment shall be collected each year in the manner set forth in the 2018 Amended and Restated Service and Assessment Plan.
- (G) The Annual Installments for Assessed Properties shall be calculated pursuant to the terms of the 2018 Amended and Restated Service and Assessment Plan.

PART 6. METHOD OF ASSESSMENT.

The method of apportioning the Improvement Area #1 Costs and the Improvement Area #2 Costs is as set forth in the 2018 Amended and Restated Service and Assessment Plan.

PART 7. PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the 2018 Amended and Restated Service and Assessment Plan. The Assessments shall have lien priority as set forth in the Act and the 2018 Amended and Restated Service and Assessment Plan.

PART 8. PREPAYMENTS OF ASSESSMENTS.

As set forth in subsection 372.018(f) of the Act and in Section VI(D) of the 2018 Amended and Restated Service and Assessment Plan, the Landowner of any Assessed Property may prepay the Assessments levied by this Ordinance.

PART 9. LIEN PRIORITY.

As provided in the Landowner Agreement, the City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of Assessed Property, including without limitation such Landowners' obligations related to payment of the

Assessments and the Annual Installments, to constitute a covenant running with the land. The Assessments and the Annual Installments levied hereby shall be binding on the Landowners, and their respective transferees, legal representatives, beneficiaries, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the 2018 Amended and Restated Service and Assessment Plan and the Act.

PART 10. REIMBURSEMENT AGREEMENT.

The Reimbursement Agreement, in substantially the form attached as Exhibit B and incorporated for all purposes, is accepted and approved with such changes as are necessary. The Mayor is authorized and directed to execute the Reimbursement Agreement.

PART 11. APPOINTMENT OF ADMINISTRATOR AND COLLECTOR OF ASSESSMENTS.

(A) Appointment of Administrator.

The City Controller shall initially serve as the Administrator of the 2018 Amended and Restated Service and Assessment Plan and of the assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the 2018 Amended and Restated Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an expense payable from the Annual Installments.

(B) Appointment of Collector.

Pursuant to the terms of an interlocal agreement between the City Controller's Office and Travis County, Travis County is appointed as the collector of the Assessments (the "Collector"). The Collector shall serve in this capacity until the City arranges for the Collector's duties to be performed by any other qualified collection agent selected by the City.

PART 12. APPLICABILITY OF TAX CODE.

To the extent not inconsistent with this Ordinance, the Act, or other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Assessments by the City.

PART 13. INCORPORATION OF FINDINGS AND DETERMINATIONS.

The findings and determinations of the City Council in Part 1 of this Ordinance are incorporated for all purposes.

PART 14. SEVERABILITY.

If any provision of this Ordinance or its application to any person or circumstance is held to be invalid, the remainder of this Ordinance and the application of the provision to other persons or circumstance shall be valid, and the City Council declares that this Ordinance would have been enacted without the invalid provision.

PART 15. GOVERNING LAW.

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

PART 16. EFFECTIVE DATE.

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

PASSED AND APPROVED:

December 13, 2018

APPROVED:


Anne L. Morgan
City Attorney

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§
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Steve Adler
Mayor

ATTEST:

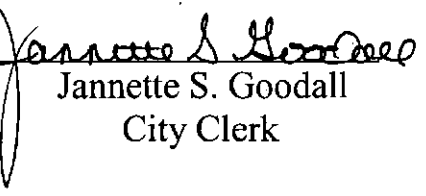

Jannette S. Goodall
City Clerk

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2018 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN



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**ESTANCIA HILL COUNTRY PUBLIC IMPROVEMENT DISTRICT
2018 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN**

**DECEMBER 13, 2018
SERVICE AND ASSESSMENT PLAN**

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INTRODUCTION

On June 6, 2013, (the "Creation Date") the City Council approved that certain "Petition for the Creation of a Public Improvement District to Finance Improvements for Estancia Hill Country" which authorized the creation of the Estancia Hill Country Public Improvement District (the "District") to finance the Actual Costs for the benefit of certain property in the District, all of which is located in the limited purpose annexed jurisdiction of the City of Austin, Texas (the "City"), but not within its corporate limits.

On June 20, 2013, the City adopted a Service and Assessment Plan (the "Service and Assessment Plan") which identified the Authorized Improvements to be constructed, the costs of the Improvement Area #1 Improvements, the indebtedness to be incurred for the Improvement Area #1 Improvements, and the manner of assessing the property in the PID for the costs of the Improvement Area #1 Improvements. Pursuant to Texas Local Government Code Chapter 372, ("the Act"), a service and assessment plan must be reviewed and updated annually. This document is the 2018 Amended and Restated Service and Assessment Plan which serves to amend and restate the Service and Assessment Plan for the purpose of issuing PID Bonds (as so amended and updated the "2018 Amended and Restated Service and Assessment Plan"). This 2018 Amended and Restated Service and Assessment Plan also updates the Assessment Rolls.

Capitalized terms used in this 2018 Amended and Restated Service and Assessment Plan (as amended from time to time) shall have the meanings given to them in **Section I** unless otherwise defined in this 2018 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 2018 Amended and Restated Service and Assessment Plan or an Exhibit attached to and made a part of this 2018 Amended and Restated Service and Assessment Plan for all purposes.

The Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements (as updated, from time to time, a "Service Plan"). The Service Plan is contained in **Section IV**.

The Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against Parcels in the District based on the special benefits conferred on the District by the Authorized Improvements (as updated, from time to time, an "Assessment Plan"). The Assessment Plan is contained in **Section V**.

The Act requires an assessment roll that states the assessment against each Parcel determined by the method chosen by the City Council (as updated from time to time and which may be in

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one or more parts, the "Assessment Roll"). The assessment against each Parcel must be sufficient to pay the share of the Actual Costs apportioned to the Parcel and cannot exceed the special benefit conferred on the Parcel by the Authorized Improvements. The Assessment Roll for Improvement Area #1 is included in this 2018 Amended and Restated Service and Assessment Plan as **Exhibit F-1**. The Assessment Roll for Improvement Area #2 is included in this 2018 Amended and Restated Service and Assessment Plan as **Exhibit G-1**.

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SECTION I: DEFINITIONS

"2018 Amended and Restated Service and Assessment Plan" means this 2018 Amended and Restated Service and Assessment Plan, as it may be modified and updated from time to time.

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

"Actual Costs" mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of owners and developers of the PID: (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 0.50% additional interest charged on Assessments pursuant to Section 372.018 of the Act.

"Administrator" means the person or independent firm designated by the City Council to perform the duties and obligations of the "Administrator" in this 2018 Amended and Restated Service and Assessment Plan.

"Administrative Expenses" 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 2018 Amended and Restated Service and Assessment Plan and the 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

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legal counsel; and (9) administering the construction of the Authorized Improvements. Administrative Expenses collected but not expended in any year shall be carried forward and applied to reduce Administrative Expenses 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) Administrative Expenses; and (4) Additional Interest.

"Annual Service Plan Update" means an update to the 2018 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

"Assessed Property" means any Parcel within the District against which an Assessment is levied.

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

"Assessment Ordinance" means any Assessment Ordinance adopted by the City Council in accordance with the Act that levied Assessments within the District.

"Assessment Roll" means any Assessment Roll for Assessed Property within the District.

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

"Authorized Improvements" mean improvements authorized by Section 372.003 of the 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, City costs, capitalized interest, reserve fund requirements, first year Administrative Expenses, 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.

"Creation Date" means June 6, 2013, the date the City authorized the creation of the District.

"Delinquent Collection Costs" mean, for an Assessed Property, interest, penalties, and other

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costs and expenses authorized by the Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this SAP, including costs and expenses to foreclose liens.

"District" means approximately 593.791 acres located within the limited purpose annexed jurisdiction of the City, as shown on **Exhibit B** and as more specifically described on **Exhibit A-1**.

"Improvement Area #1" means the partially developed area within the District identified as "Improvement Area #1" on **Exhibit B** and more specifically described on **Exhibit A-2**.

"Improvement Area #1 Assessed Property" means any and all Parcels within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

"Improvement Area #1 Assessment Ordinance" means Ordinance No. 20130620-052 adopted by the City Council on June 20, 2013 in accordance with the Act that levied the Improvement Area #1 Assessments.

"Improvement Area #1 Assessment Roll" means the Assessment Roll for the Improvement Area #1 Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update. The Improvement Area #1 Assessment Roll is included in this 2018 Amended and Restated Service and Assessment Plan on **Exhibit F-1**, and the projected Annual Installments for Improvement Area #1 are shown on **Exhibit F-2**.

"Improvement Area #1 Assessments" mean the Assessments levied on Parcels within Improvement Area #1.

"Improvement Area #1 Improvements" mean the Authorized Improvements which provide a special benefit only to the Improvement Area #1 Assessed Property and are described in **Section III.A** hereto.

"Improvement Area #1 Initial Bonds" mean those certain City of Austin, Texas Special Assessment Revenue Bonds, Series 2013 (Estancia Hill Country Public Improvement District) that are secured by Improvement Area #1 Assessments.

"Improvement Area #1 Parity Bonds" mean those certain City of Austin, Texas Special Assessment Revenue Bonds, Series 2018 (Estancia Hill Country Public Improvement District Improvement Area #1) that are secured by Improvement Area #1 Assessments.

"Improvement Area #2" means the area currently under development within the District identified as "Improvement Area #2" on **Exhibit B** and more specifically described on **Exhibit A-3**.

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"Improvement Area #2 Assessed Property" means any and all Parcels within Improvement Area #2, against which an Improvement Area #2 Assessment is levied.

"Improvement Area #2 Assessment Ordinance" means the ordinance by which this 2018 Amended and Restated Service and Assessment Plan will be adopted by the City Council in accordance with the Act that shall levy the Improvement Area #2 Assessments.

"Improvement Area #2 Assessment Roll" means the Assessment Roll for the Improvement Area #2 Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the 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 Amended and Restated Service and Assessment Plan on **Exhibit G-1**, and the projected Annual Installments for Improvement Area #2 are shown on **Exhibit G-2**.

"Improvement Area #2 Assessments" mean the Assessments levied on Parcels within Improvement Area #2.

"Improvement Area #2 Bonds" mean those certain City of Austin, Texas Special Assessment Revenue Bonds, Series 2018 (Estancia Hill Country Public Improvement District – Improvement Area #2) that are secured by Improvement Area #2 Assessments.

"Improvement Area #2 Improvements" mean the Authorized Improvements which provide a special benefit to the Improvement Area #2 Assessed Property and are described in **Section III.B** hereto.

"Improvement Area #2 Reimbursement Agreement" means that certain "Estancia Hill Country Public Improvement District Reimbursement Agreement (Improvement Area #2)" effective _____, 2018, 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 not paid by proceeds of PID Bonds solely from a junior and subordinate pledge of the revenue collected from Assessments, including Annual Installments, all as further provided in the Indenture.

"Improvement Area #2 Reimbursement Obligation" means the obligation of the City to pay certain costs of Improvement Area #2 Improvements from Assessments levied on Improvement Area #2 Assessed Property pursuant to the Improvement Area #2 PID Reimbursement Agreement.

"Improvement Area #3" means the undeveloped area within the District identified as "Improvement Area #3" on **Exhibit B**.

"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

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and the Trustee setting forth terms and conditions related to the applicable 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 a Lot in Improvement Area #1 marketed by homebuilders as a 50' lot and identified in the Declaration of Condominium Regime for Enclave at Estancia Condominiums (A Residential Condominium in Travis County Texas), as amended, as being a part of Phase 1, Phase 2, or Phase 3. **Exhibit F-3** shows the projected Lot Type 1 Annual Installments per Lot.

"Lot Type 2" means a Lot in Improvement Area #1 marketed by homebuilders as a 60' lot and identified in the Declaration of Condominium Regime for Enclave at Estancia Condominiums (A Residential Condominium in Travis County Texas), as amended, as being a part of Phase 1, Phase 2, or Phase 3. **Exhibit F-4** shows the projected Lot Type 2 Annual Installments per Lot.

"Lot Type 3" means a Lot in Improvement Area #1 marketed by homebuilders as 50' lots and identified in the Declaration of Condominium Regime for Enclave at Estancia Condominiums (A Residential Condominium in Travis County Texas), as amended as being a part of Phase 4, Phase 5, or later Phase. **Exhibit F-5** shows the projected Lot Type 3 Annual Installments per Lot.

"Lot Type 4" means a Lot in Improvement Area #1 marketed by homebuilders as 60' lots and identified in the Declaration of Condominium Regime for Enclave at Estancia Condominiums (A Residential Condominium in Travis County Texas), as amended as being a part of Phase 4, Phase 5, or later Phase. **Exhibit F-6** shows the projected Lot Type 4 Annual Installments per Lot.

"Maximum Assessment" means, for each Lot Type other than multifamily residential, 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. For multifamily residential uses within Improvement Area #1 or Improvement Area #2, the Maximum Assessment is equal to \$5,843 per multifamily dwelling unit. The Maximum Assessment shall be calculated for Parcels whose Assessments are securing the PID Bonds on the Maximum Assessment Calculation Date.

"Maximum Assessment Calculation Date" means, for Parcels whose Assessments are securing the PID Bonds, 30 days prior to subdividing by plat, issuance of a site development permit,

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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 I** and **Exhibit K**.

"Maximum Equivalent Tax Rate" means an amount that does not exceed 125% of the City's tax rate in the fiscal year the Maximum Assessment is determined. 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 SLF III – ONION CREEK, L.P., a Texas limited partnership, SEVENGREEN ONE, LTD., a Texas limited partnership, QUARTERSAGE II, LTD., a Texas limited partnership, REVERDE THREE, LTD., a Texas limited partnership, IV CAPITOL POINTE, LTD., a Texas limited partnership, STONE POINT FIVE, LTD., a Texas limited partnership, SALADIA VI, LTD., a Texas limited partnership, PALO GRANDE SEVEN, LTD., a Texas limited partnership, HIGH POINT GREEN VIII, LTD., a Texas limited partnership, GOLONDRINA NINE, LTD., a Texas limited partnership, X CORDONIZ, LTD., a Texas limited partnership, CIERVO ELEVEN, LTD., a Texas limited partnership, ZAGUAN XII, LTD., a Texas limited partnership, THIRTEEN CANARD, LTD., a Texas limited partnership, RUISSEAU XIV, LTD., a Texas limited partnership, DINDON FIFTEEN, LTD., a Texas limited partnership, BOIS-DE-CHENE XVI, LTD., a Texas limited partnership, ETOURNEAU SEVENTEEN, LTD., a Texas limited partnership, MOINEAU XVIII, LTD., a Texas limited partnership, or their assignees or successors. Pursuant to the PID Financing Agreement, the Owners acknowledged that SLF III – Onion Creek, L.P. has the authority to act on behalf of the remaining Owners with respect to matters under the PID Financing Agreement.

"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 Owner's Association established or to be established for the benefit of a group of homeowners or property owners within the District.

"Owner's 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

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plat recorded in the official public records of the County, or by any other means determined by the City.

"PID Bonds" mean the bonds to be issued by the City, in one or more series, to finance the Authorized Improvements that confer 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 Act, for the purposes of (i) financing the costs of Authorized Improvements and related costs, and (ii) reimbursement for Actual Costs paid prior to the issuance of the PID Bonds.

"PID Financing Agreement" means the Estancia Hill Country Public Improvement District Financing Agreement by and between the City and SLF III-Onion Creek, L.P. dated June 20, 2013, as may be amended from time to time.

"Prepayment Costs" mean interest and expenses to the date of Prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment.

"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. 20130620-052 June 20, 2013, 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.

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

"TXDOT" means the Texas Department of Transportation.

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SECTION II: THE DISTRICT

The District includes approximately 593.791 contiguous acres located within the City's extraterritorial jurisdiction, as described on **Exhibit A-1** and depicted on **Exhibit B**. Development of the District is anticipated to include single-family and multifamily residential, office, light industrial, retail and other uses, as well as parks, entry monuments, and associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

Improvement Area #1 consists of approximately 214.9 contiguous acres located within the City's extraterritorial jurisdiction, as described on **Exhibit A-2** and depicted on **Exhibit B**. Improvement Area #1 is expected to contain approximately 370 single family units as well as approximately 92.2 acres of multifamily and approximately 16 acres of commercial.

Improvement Area #2 consists of approximately 131.0 contiguous acres located within the City's extraterritorial jurisdiction, as described on **Exhibit A-3** and depicted on **Exhibit B**. Improvement Area #2 is expected to contain approximately 161 single family units as well as approximately 51.3 acres of multifamily and approximately 16.3 acres of commercial.

Improvement Area #3 consists of approximately 180.6 contiguous undeveloped acres located within the City's extraterritorial jurisdiction, as depicted on **Exhibit B**. Improvement Area #3 does not currently contain any Assessed Property.

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 Assessed Property. Allocation of the Authorized Improvements is summarized on **Exhibit C**.

A. Improvement Area #1 Improvements

- Wastewater Line #1

Wastewater line #1 consists of a wastewater collection system ranging from 8"-24" in diameter with a depth ranging from 8 feet deep to 50 feet deep. Wastewater line #1 also includes a 180 LF bore and a vortex manhole that will tie into an existing City wastewater interceptor located along Onion Creek. The property is located parallel to

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Onion Creek and a portion of Old San Antonio Road. Wastewater line #1 will benefit Improvement Area #1. Wastewater line #1 has been constructed to City standards and specifications and has been dedicated to and maintained by the City.

- Wastewater Line #2

Wastewater line #2 consists of a wastewater collection system to service the onsite development. Wastewater line #2 will tie into the offsite wastewater line and will eventually convey flows to an existing City wastewater interceptor. Wastewater line #2 will benefit Improvement Area # 1. Wastewater line #2 was constructed to City standards and specifications and has been dedicated to and maintained by the City.

- Water Line

The water Line consists of a water distribution system ranging from 8"-16" in diameter. The water Line will tie into an existing City water transmission main located along the IH-35 frontage road adjacent to the property. The water line will benefit Improvement Area # 1. The water line has been constructed to City standards and specifications and has been dedicated to and maintained by the City.

- Estancia Parkway (Phase I)

Estancia Parkway (Phase I) is a 90-foot parkway consisting of roadway with retaining walls, turn lanes, curb and gutter systems, and revegetation of all disturbed areas within the right-of-way. Estancia Parkway provides a link between Old San Antonio Road and Camino Vaquero Parkway. It will eventually connect the property out to Puryear Parkway in Phase II. The roadway has been constructed to City and County standards and specifications and has been dedicated to and maintained by the County.

- Camino Vaquero Parkway

Camino Vaquero Parkway is a 90 foot parkway consisting of roadway with retaining walls, turn lanes, curb and gutter systems, and revegetation of all disturbed areas within the right-of-way. Camino Vaquero Parkway provides a link between IH-35 southbound access road and Estancia Parkway. It will eventually connect to a new IH-35 acceleration and deceleration lane into and out of the property. The roadway has been constructed to City and County standards and specifications and has been dedicated to and maintained by the County.

- Existing Central Pond Improvements

These will include a reconstructed outlet structure to the existing pond located near the center of the property. This will allow the pond to function as a detention structure for Camino Vaquero Parkway and Estancia Parkway (Phase I). The central pond

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improvements have been constructed to City and County standards and specifications including a public drainage easement to the City and County but maintained by the Owner's Association.

- Wet Pond North

Wet pond north has been designed for fully-developed conditions for Improvement Area # 1. The inlet and outlet structures have been designed assuming fully-developed conditions of all development that will eventually drain to the wet pond north. Flow dissipaters and spreaders will be used to ensure a smooth transition from channel to sheet flow. Temporary rock berm will be utilized at all discharge points to reduce velocities and control erosion until permanent vegetation and controls are established. All storm sewer and drainage conveyance will be contained within proposed drainage easements. Wet pond north has been constructed to City and County standards and specifications including a public drainage easement to the City and County but maintained by the Owner's Association.

- Wet Pond West

Wet pond west has been designed for fully-developed conditions for Improvement Area #1. The inlet and outlet structures have been designed assuming fully-developed conditions of all development that will eventually drain to wet pond west. Flow dissipaters and spreaders will be used to ensure a smooth transition from channel to sheet flow. Temporary rock berm will be utilized at all discharge points to reduce velocities and control erosion until permanent vegetation and controls are established. All storm sewer and drainage conveyance will be contained within proposed drainage easements. The project has been constructed to City and County standards and specifications including a public drainage easement to the City and County but maintained by the Owner's Association.

- TxDOT Ramp Relocations and Engineering Cost

The existing ramps to the access road along the frontage of IH-35 prevent access to Camino Vaquero Parkway without exiting IH-35 near Onion Creek Parkway. Per discussions with TxDOT and with their support, the north entrance ramp near Onion Creek will become an exit ramp from IH-35 to the access road. The south exit ramp will become an entrance ramp to IH35 from the access road. Surveying and geotechnical information have been prepared by Owner to assist TxDOT with the design and construction of the ramps. The ramps have been designed to TxDOT standards and specifications and once constructed, will be owned and maintained by TxDOT.

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- Drainage

This will consist of drainage improvements to support the installation of Camino Vaquero Parkway and Estancia Parkway, as well as onsite development within Improvement Area #1. Runoff conveyance will consist of box culverts and storm sewer system sized to convey the 100 year storm to the ponds that are proposed to be constructed. The roadway runoff will be routed to one of three ponds located within the development which were designed for detention and water quality purposes. The drainage improvements have been constructed to City and County standards and specifications and dedicated to and maintained by the County.

- Entry Monumentation

This shall consist of the construction of two entrance monuments, one at the intersection of IH-35 and Camino Vaquero Parkway and one at the intersection of Old San Antonio Road and Estancia Parkway. The entry monumentation is located within a public easement and maintained by the Owner's Association.

- Hardscape

This shall consist of the installation of hardscape to include sidewalks, fencing, driveway improvements, parking, lighting, and signage within the PID. The hardscape will be constructed to City and County standards and specifications. The hardscape is located within the County right-of-way and within a public easement and maintained by the Owner's Association.

- Landscaping

This shall consist of the installation of landscaping including plants, shrubs, and trees within Improvement Area # 1. The landscaping will be installed to City and County standards and specifications. The landscaping is located within the County right-of-way and within an easement granted to the County and will be maintained by the Owner's Association.

- Hike & Bike Trail System

The hike and bike trail system will be located parallel to Old San Antonio Road and Onion Creek and will connect the parks and trail system within Improvement Area #1 together. The trails will consist of a mixture of improved pathways with several ancillary improvements (benches, playscapes, points of interest, etc.) along or near the pathways. The hike and bike trail system will be constructed to City and County standards and specifications. The portion of the Hike & Bike Trail System located within the public park will be owned and maintained by the City, and the portion of the hike

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and bike trail system located outside of the public park will be maintained by the Owner's Association and covered by an easement granted to the County or City.

- Erosion Control and Miscellaneous Bond Costs

This consists of the required Erosion and Sedimentation Control Infrastructure, both permanent and temporary controls, as required by the City, County, Texas Commission on Environmental Quality, and Environmental Protection Agency. These controls include, but are not limited to, silt fence, rock berms, stabilized construction entrances, matting and revegetation. The Erosion and Sedimentation Controls will be installed to City, County, TCEQ and EPA specifications and standards. They are located as needed within Improvement Area #1 for protection of slopes and to prevent sedimentation discharge into the watershed.

- Miscellaneous Soft Costs (fees, fiscals, etc.)

This consists of the fees and fiscal posting requirements of the City and County. They include inspection fees, fiscal for installation of improvements, recording fees for easements and plats, submittal fees for review of plans and specifications by both the County and the City.

B. Improvement Area #2 Improvements

- Estancia Parkway Extension Improvements

This will consist of the extension of Estancia Parkway from the existing cul de sac in Improvement Area #1 to the intersection with Avenida Mercado as a four-lane divided roadway including grading, erosion control, curb and gutter paving, storm drainage, water, wastewater, street lights, street signs, striping, landscaping and irrigation. Estancia Parkway extension is a 90-foot-wide right of way consisting of roadway. Estancia Parkway provides a link between Old San Antonio Road and Camino Vaquero Parkway and will benefit the Improvement Area #2. The roadway will be constructed to City and County standards and specifications and will be dedicated to and maintained by the County upon completion and acceptance.

- Avenida Mercado Street Improvements

This will consist of the construction of Avenida Mercado from the south-bound frontage road of I-35 to the intersection with Old San Antonio Road as a four-lane divided roadway including grading, erosion control, curb and gutter paving, storm drainage, water, wastewater, street lights, street signs, striping, landscaping and irrigation. Avenida Mercado is a 90-foot-wide right of way consisting of roadway. Avenida Mercado provides a link between Old San Antonio Road and the south-bound frontage

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road of I-35 and will benefit Improvement Area #2. The roadway will be constructed to City and County standards and specifications and will be dedicated to and maintained by the County upon completion and acceptance.

- Old San Antonio Road (OSR) Turn Lanes at Avenida Mercado Improvements

This will consist of the construction of left turn and right turn lanes on the existing Old San Antonio Road at the intersection with Avenida Mercado including grading, erosion control, asphalt paving, drainage, striping and landscaping. The turn lanes are necessary as the construction of Avenida Mercado will require the protected turning movements on OSR and will benefit Improvement Area #2. The turn lanes will be constructed to City and County standards and specifications and will be dedicated to and maintained by the County upon completion and acceptance.

- West Water Quality/Detention Pond Improvements

The west water quality/detention pond will be designed and constructed for fully-developed drainage conditions for Improvement Area # 2. The inlet and outlet structures have been designed assuming fully-developed conditions of all development that will eventually drain to the pond. Flow dissipaters and spreaders will be used to ensure a smooth transition from channel to sheet flow downstream of the pond. Temporary rock berms will be utilized at all discharge points to reduce velocities and control erosion until permanent vegetation and controls are established. All storm sewer and drainage conveyance will be contained within proposed drainage easements. The pond will be constructed to City and County standards and specifications including a public drainage easement to the City and County, but the pond will be maintained by the Owner's Association. The pond is located within a parcel, which is designated to be dedicated to the City for future park land.

- Water Line Improvements (SBFR)

The water line improvements consist of a looped water distribution system 16" in diameter. The water line will run along the west side of the south-bound frontage road of I-35 in a public easement and will tie into an existing City water main located along the IH-35 frontage road and to the water line improvements in Avenida Mercado and looped back north along the western side of Improvement Area #2. The water line will benefit Improvement Area # 2. The water line will be constructed to City standards and specifications and will be dedicated to and maintained by the City upon completion and acceptance.

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- Wastewater Improvements (OSR)

Wastewater improvements consists of a wastewater collection system ranging from 15"-18" in diameter with a depth ranging from 6 feet deep to 12 feet deep. Wastewater improvements will run in a public easement along the east side of Old San Antonio Road beginning at Avenida Mercado and will tie into an existing City wastewater line located on the south side of the Improvement Area #1 single-family residential development. The wastewater improvements will benefit Improvement Area #2. The wastewater improvements will be constructed to City and County standards and specifications and will be dedicated and maintained by the City upon completion and acceptance.

- South-Bound Frontage Road (SBFR) Right Turn Lane at Avenida Mercado Improvements

This will consist of the construction of a right turn lane on the existing South-Bound Frontage Road of I-35 at the intersection with Avenida Mercado including grading, erosion control, asphalt paving, drainage, striping and landscaping. The turn lane is necessary as the construction of Avenida Mercado and its connection to the SBFR will require the protected turning movement from the SBFR onto Avenida Mercado and will benefit Improvement Area #2. The turn lane will be constructed to The Texas Department of Transportation (TxDOT) standards and specifications within the existing right of way of I-35 and will be dedicated to and maintained by TxDOT upon completion and acceptance.

C. 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 Administrative Expenses, 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.

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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 D** of this 2018 Amended and Restated Service and Assessment Plan summarizes the Service Plan for the District.

Exhibit E 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 E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

SECTION V: ASSESSMENT PLAN

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

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 Property.

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:

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1. Improvement Area #1

The Improvement Area #1 Assessments relating to the Improvement Area #1 Improvements shall be allocated 100% to the Improvement Area #1 Assessed Property. The original Service and Assessment Plan allocated Improvement Area #1 Assessments across all Parcels within Improvement Area #1 based on the ratio of the estimated buildout value of each Parcel to the total buildout value for all Parcels within Improvement Area #1.

2. Improvement Area #2

The Improvement Area #2 Assessments relating to the Improvement Area #2 Improvements shall be allocated 100% to the Improvement Area #2 Assessed Property. The Improvement Area #2 Assessments shall be allocated across all Parcels within Improvement Area #2 based on the ratio of the estimated buildout value of each Parcel to the total buildout value for all Parcels within Improvement Area #2, as shown on **Exhibit I**.

3. Improvement Area #3

The methodology for allocating Assessments for Improvement Area #3 will be determined at the time the Assessments for Improvement Area #3 are levied.

B. Assessments

The Improvement Area #1 Assessments are shown on the Improvement Area #1 Assessment Roll, attached hereto on **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit F-2**. The projected Lot Type 1 Annual Installments per Lot are shown on **Exhibit F-3**. The projected Lot Type 2 Annual Installments per Lot are shown on **Exhibit F-4**. The projected Lot Type 3 Annual Installments per Lot are shown on **Exhibit F-5**. The projected Lot Type 4 Annual Installments per Lot are shown on **Exhibit F-6**. The projected Annual Installment for each remaining Parcel within Improvement Area #1 are shown on **Exhibits F-7 through Exhibit F-10**. The Improvement Area #2 Assessments are shown on the Improvement Area #2 Assessment Roll, attached hereto on **Exhibit G-1**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit G-2**, and the projected Annual Installment for each Parcel within Improvement Area #2 are shown on **Exhibits G-3 through Exhibit G-8**.

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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. Improvement Area #1

- a. The Improvement Area #1 Improvements cost plus Bond Issuance Costs allocable to Improvement Area #1 equal \$17,701,292, as shown on **Exhibit C**; and
- b. The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Improvements equal to or greater than the Actual Cost of the Improvement Area #1 Improvements; and
- c. The sum of the Improvement Area #1 Assessments for all Lots within Improvement Area #1 equals \$17,235,000, of which \$14,160,000 remains outstanding, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F-1**; and
- d. The special benefit ($\geq \$17,701,292$) received by Improvement Area #1 Assessed Property from the Improvement Area #1 Improvements is greater than the amount of the original Improvement Area #1 Assessments (\$17,235,000) levied for the Improvement Area #1 Improvements.
- e. At the time the City Council levied the Improvement Area #1 Assessments, the Owner owned 100% of the Improvement Area #1 Assessed Property. The Owner acknowledged that the Improvement Area #1 Improvements confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Improvement Area #1 Assessment Ordinance; and (ii) the levying of Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

2. Improvement Area #2

- a. The Improvement Area #2 Improvements cost plus the Bond Issuance Costs allocable to Improvement Area #2 equal \$9,635,313, as shown on **Exhibit C**; and
- b. The Improvement Area #2 Assessed Property receives special benefit from the Improvement Area #2 Improvements equal to or greater than the Actual Cost of the Improvement Area #2 Improvements; and

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- c. The sum of the Improvement Area #2 Assessments for all Lots within Improvement Area #2 equals \$9,635,313 as shown on the Improvement Area #2 Assessment Roll attached on Exhibit G-1; and
- d. The special benefit ($\geq \$9,653,313$) received by Improvement Area #2 Assessed Property from the Improvement Area #2 Improvements is equal to or greater than the amount of the Improvement Area #2 Assessments (\$9,653,313) levied for the Improvement Area #2 Improvements.
- e. At the time the City Council levied the Improvement Area #2 Assessments, the Owner owned 100% of the Improvement Area #2 Assessed Property. The Owner acknowledged that the Improvement Area #2 Improvements confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for the Actual Costs associated therewith. The Owner has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Improvement Area #2 Assessment Ordinance; and (ii) the levying of Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

D. Administrative Expenses

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 Assessment remaining on the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments levied on the Assessed Property may exceed the interest rate on the PID Bonds by the Additional Interest. The Additional Interest shall be collected as part of each Annual Installment. The Additional Interest shall be deposited and used as described in the Indenture for any PID Bonds.

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SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

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

Upon the division of any Assessed Property (without the recording of a subdivision plat or creation of units by horizontal condominium regime), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

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

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2018 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 Property based on a recorded subdivision plat or creation of units by horizontal condominium regime, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the newly subdivided Lots based on buildout value according to the following formula:

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

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-Benefitted 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 Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

3. *Upon Consolidation*

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

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B. 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 Property 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 Improvement Area #2 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 the Improvement Area #2 Reimbursement Obligation and the Improvement Area #2 Assessments by a corresponding amount, provided that the Improvement Area #2 Assessments shall not be reduced to an amount less than the outstanding Improvement Area #2 Bonds.

2. *Transfer to Exempt Person or Entity*

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

C. Reduction of Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments 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 Properties 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

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of the next Annual Service Plan Update) the Assessment Rolls and corresponding Annual Installments to reflect the reduced Assessments.

D. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the Act. 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.

E. 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. **Exhibit F-2** shows the projected Improvement Area #1 Annual Installments, **Exhibit F-3** shows the projected Lot Type 1 Annual Installments per Lot, **Exhibit F-4** shows the projected Lot Type 2 Annual Installments per Lot, **Exhibit F-5** shows the projected Lot Type 3 Annual Installments per Lot, **Exhibit F-6** shows the projected Lot Type 4 Annual Installments per Lot, **Exhibits F-7 through F-10** shows the projected Annual Installments for each remaining Parcel within Improvement Area #1. **Exhibit G-2** shows the projected Improvement Area #2 Annual Installments and **Exhibits G-3 through G-8** shows the projected Annual Installments for each Parcel within Improvement Area #2.

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

EXHIBIT A

Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Assessment against the Assessed Property, and the Assessed Property 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.

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

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

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached on **Exhibit F-1** and the Improvement Area #2 Assessment Roll is attached on **Exhibit G-1**. 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

If the owner of a Parcel claims that an error has been made in any calculation required by this 2018 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the City within 30 days of the mailing of a bill for the Annual Installment resulting from the 2018 Amended and Restated Service and Assessment Plan or any Annual Service Plan Update; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice

EXHIBIT A

of error from an owner, the City shall refer the notice to the Administrator who shall provide a written response to the City and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response, and within 30 days the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the Act, this 2018 Amended and Restated Service and Assessment Plan, the Assessment Ordinance, or the Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2018 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the Act. To the extent permitted by the Act, this 2018 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2018 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 2018 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 2018 Amended and Restated Service and Assessment Plan. Interpretations of this 2018 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 2018 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.

EXHIBIT A

EXHIBITS

Exhibit A-1	Description of Land Within District
Exhibit A-2	Description of Land Within Improvement Area #1
Exhibit A-3	Description of Land Within Improvement Area #2
Exhibit A-4	Description for all Assessed Parcels Within Improvement Area #2
Exhibit B	Map of District, Improvement Area #1, Improvement Area #2 and Improvement Area #3
Exhibit C	Allocation of Authorized Improvements
Exhibit D	Service Plan
Exhibit E	Sources and Uses of Funds
Exhibit F-1	Improvement Area #1 Assessment Roll
Exhibit F-2	Projected Improvement Area #1 Annual Installments
Exhibit F-3	Projected Lot Type 1 Annual Installments Per Lot
Exhibit F-4	Projected Lot Type 2 Annual Installments Per Lot
Exhibit F-5	Projected Lot Type 3 Annual Installments Per Lot
Exhibit F-6	Projected Lot Type 4 Annual Installments Per Lot
Exhibit F-7	Projected Improvement Area #1 Parcel 1-5 Annual Installments
Exhibit F-8	Projected Improvement Area #1 Parcel 6 & 7 Annual Installments
Exhibit F-9	Projected Improvement Area #1 Parcel 8 Annual Installments
Exhibit F-10	Projected Improvement Area #1 Parcel 9 Annual Installments
Exhibit G-1	Improvement Area #2 Assessment Roll
Exhibit G-2	Projected Total Improvement Area #2 Annual Installments
Exhibit G-3	Projected Improvement Area #2 Parcel 2 Annual Installments
Exhibit G-4	Projected Improvement Area #2 Parcel 4 Annual Installments
Exhibit G-5	Projected Improvement Area #2 Parcel 6 Annual Installments
Exhibit G-6	Projected Improvement Area #2 Parcel 8 Annual Installments
Exhibit G-7	Projected Improvement Area #2 Parcel 9 Annual Installments
Exhibit G-8	Projected Improvement Area #2 Parcel 10 Annual Installments
Exhibit H	Map of Improvement Area #2 Improvements
Exhibit I	Initial Allocation of Improvement Area #2 Assessments
Exhibit J	Allocation of Assessments for Tract 11 Remainder (Tax Parcel 851771)
Exhibit K	Improvement Area #1 Land Use Assumptions

EXHIBIT A

EXHIBIT A-1 DESCRIPTION OF LAND WITHIN DISTRICT

Parcel Descriptions for Parcels within District

TRACT 1: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 418.601 ACRES OF LAND, SITUATED IN THE S.F. SLAUGHTER SURVEY NO. 1, THE SANTIAGO DEL VALLE GRANT AND THE TRINIDAD VARCINAS SURVEY NO. 535, SITUATED IN TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT AS DESCRIBED IN DOCUMENT NO. 2007226648 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 5.367 ACRE TRACT CONVEYED TO THE CITY OF AUSTIN RECORDED IN DOCUMENT NO. 2009190064 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 2: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 10.007 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.S. IRVINE SURVEY NO. 4, OF TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT AS DESCRIBED IN DOCUMENT NO. 2009078591 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 3: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 10.004 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.S. IRVINE SURVEY NO. 4, OF TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT AS DESCRIBED IN DOCUMENT NO. 2009078592 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 4: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 10.003 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.S. IRVINE SURVEY NO. 4, OF TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT AS DESCRIBED IN DOCUMENT NO. 2009078593 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 5: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 10.001 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.S. IRVINE SURVEY NO. 4, OF TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT AS DESCRIBED IN DOCUMENT NO. 2009078594 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 6: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 10.003 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.S. IRVINE SURVEY NO. 4, OF TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT AS DESCRIBED IN DOCUMENT NO. 2009078595 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 7: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 10.003 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.S. IRVINE SURVEY NO. 4, AND THE S.V.R. EGGLESTON LEAGUE NO. 3, OF TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT AS DESCRIBED

EXHIBIT A

IN DOCUMENT NO. 2009078596, AS CORRECTED IN DOCUMENT NO. 2009093810 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 8: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 10.505 ACRES OF LAND, MORE OR LESS, SITUATED IN THE S.V.R. EGGLESTON LEAGUE NO. 3, OF TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT AS DESCRIBED IN DOCUMENT NO. 2009078597, AS CORRECTED IN DOCUMENT NO. 2009093811 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 9: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 10.005 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.S. IRVINE SURVEY NO. 4, AND IN THE S.V.R. EGGLESTON LEAGUE NO. 3, OF TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT AS DESCRIBED IN DOCUMENT NO. 2009078598, AS CORRECTED IN DOCUMENT NO. 2009093812 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 10: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 10.002 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.S. IRVINE SURVEY NO. 4, OF TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT AS DESCRIBED IN DOCUMENT NO. 2009078599 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 11: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 10.002 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.S. IRVINE SURVEY NO. 4, OF TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT AS DESCRIBED IN DOCUMENT NO. 2009078600 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 12: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 10.001 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.S. IRVINE SURVEY NO. 4, OF TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT AS DESCRIBED IN DOCUMENT NO. 2009078601 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 13: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 10.003 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.S. IRVINE SURVEY NO. 4, OF TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT AS DESCRIBED IN DOCUMENT NO. 2009078602 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 14: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 10.002 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.S. IRVINE SURVEY NO. 4, OF TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT AS DESCRIBED IN DOCUMENT NO. 2009078603 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 15: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 10.004 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.S. IRVINE SURVEY NO. 4, OF TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT AS DESCRIBED IN DOCUMENT NO. 2009078604 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

EXHIBIT A

TRACT 16: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 10.001 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.S. IRVINE SURVEY NO. 4, OF TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT AS DESCRIBED IN DOCUMENT NO. 2009078605 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 17: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 10.004 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.S. IRVINE SURVEY NO. 4, OF TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT AS DESCRIBED IN DOCUMENT NO. 2009078606 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 18: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 10.004 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.S. IRVINE SURVEY NO. 4, OF TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT AS DESCRIBED IN DOCUMENT NO. 2009078607 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 19: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 10.003 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.S. IRVINE SURVEY NO. 4, OF TRAVIS COUNTY, TEXAS, BEING THE SAME TRACT AS DESCRIBED IN DOCUMENT NO. 2009078608 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

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EXHIBIT A

EXHIBIT A-2

DESCRIPTION OF LAND WITHIN IMPROVEMENT AREA #1

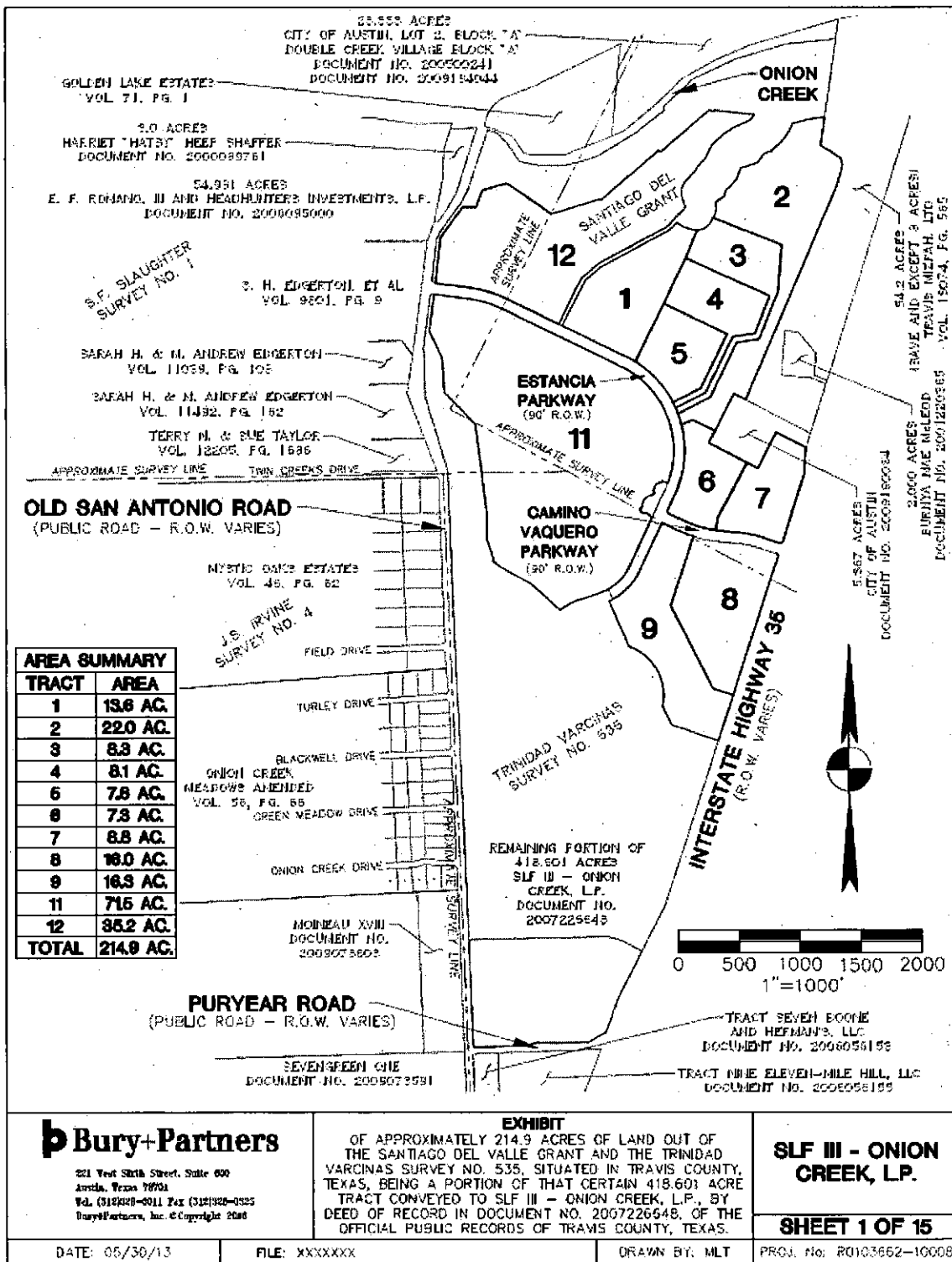


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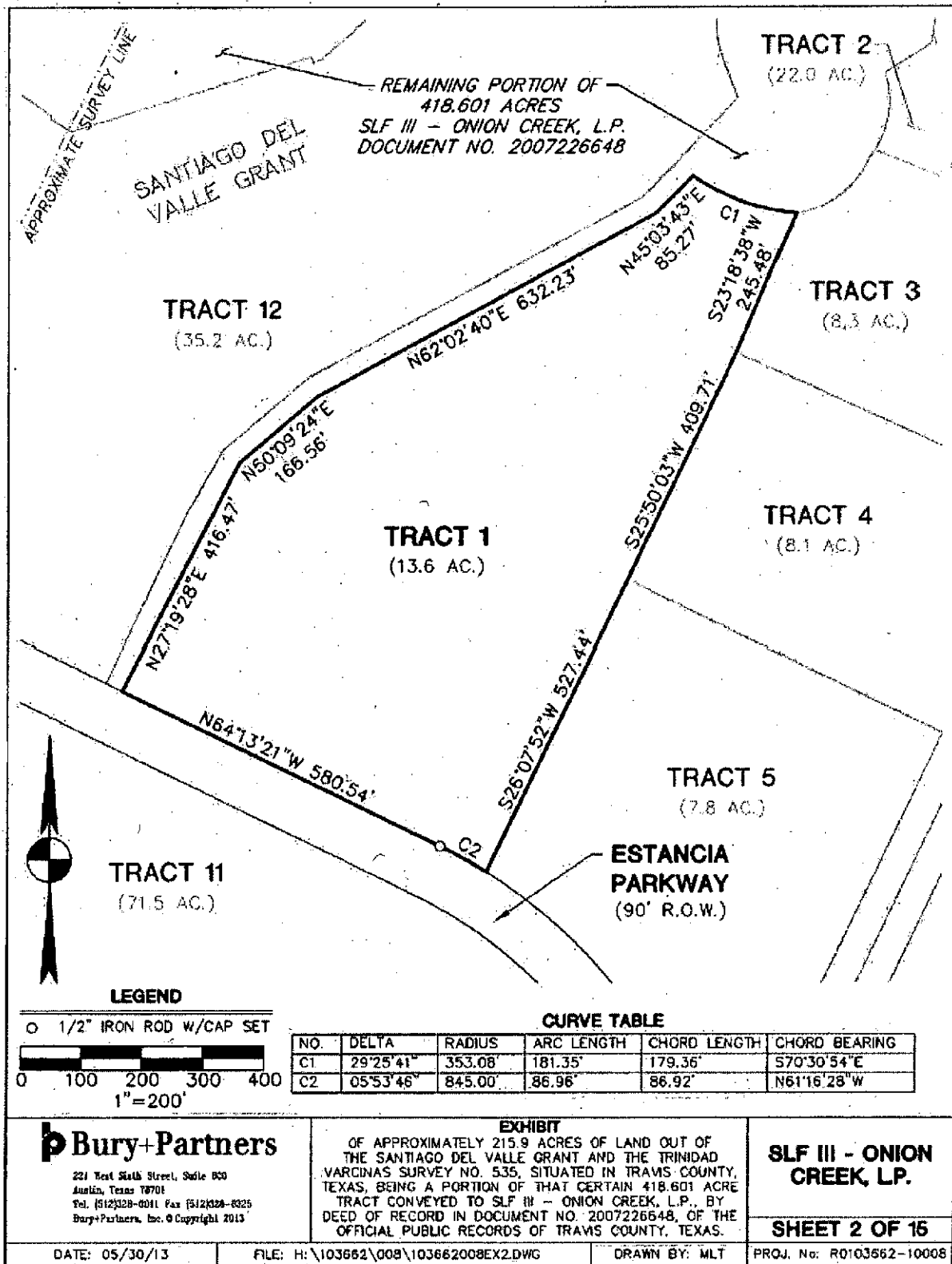
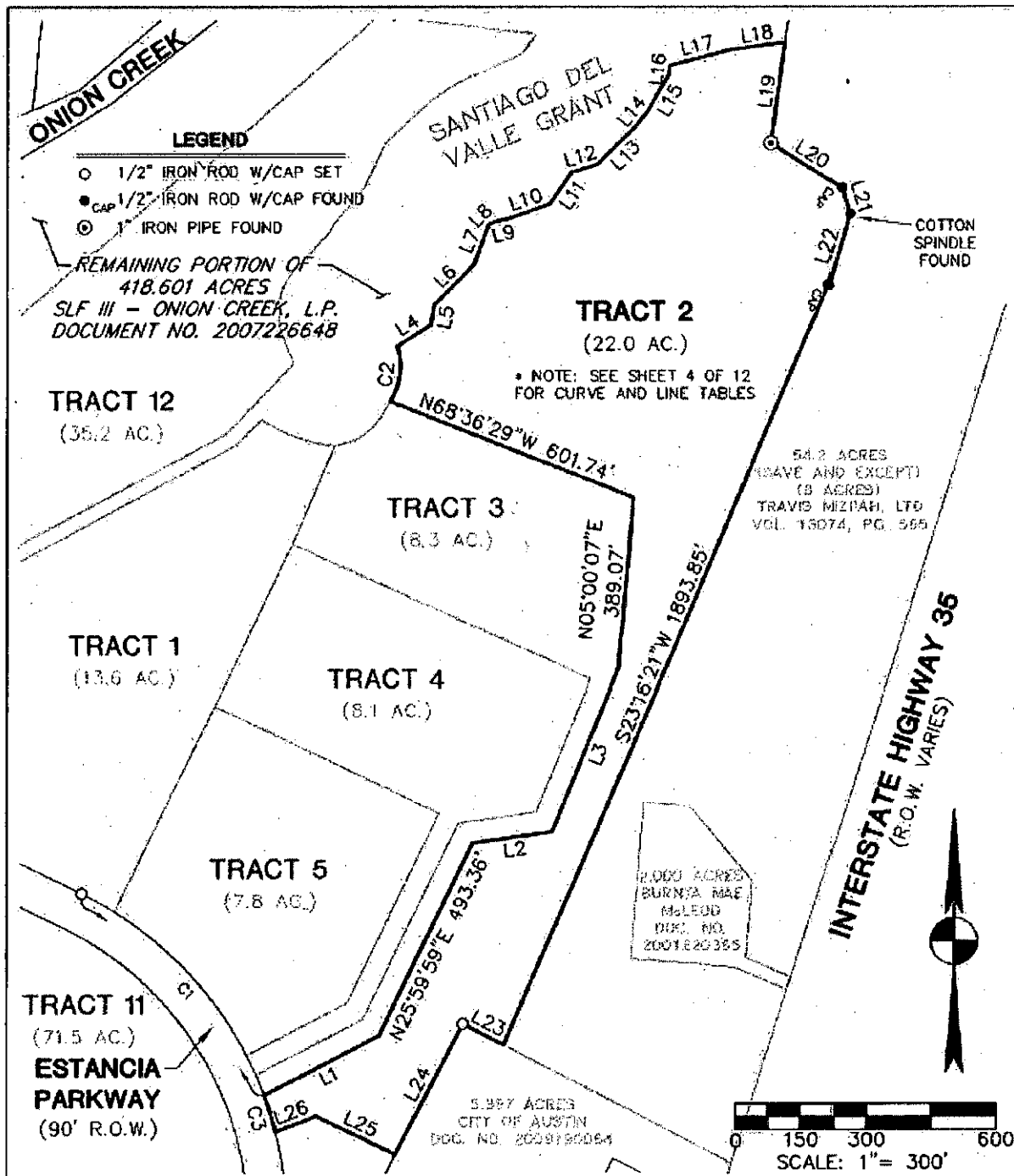


EXHIBIT A



<p>Bury+Partners</p> <p>221 West Sixth Street, Suite 600 Austin, Texas 78701 Tel. (512)302-0011 Fax (512)302-0325 Bury+Partners, Inc. © Copyright 2013</p>	<p>EXHIBIT</p> <p>OF APPROXIMATELY 215.9 ACRES OF LAND OUT OF THE SANTIAGO DEL VALLE GRANT AND THE TRINIDAD VARCINAS SURVEY NO. 535, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 418.601 ACRE TRACT CONVEYED TO SLF III - ONION CREEK, L.P., BY DEED OF RECORD IN DOCUMENT NO. 2007226648, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.</p>	<p>SLF III - ONION CREEK, L.P.</p> <p>SHEET 3 OF 15</p>
<p>DATE: 05/30/13</p>	<p>FILE: H:\103662\008\103662008EX2.DWG</p>	<p>DRAWN BY: MLT</p>
<p>PROJ. No: R0103662-10008</p>		

EXHIBIT A

LINE TABLE

NO.	BEARING	DISTANCE
L1	N62°37'32"E	298.28'
L2	N81°59'35"E	184.92'
L3	N21°54'50"E	407.60'
L4	N57°54'36"E	90.04'
L5	N09°50'10"E	47.27'
L6	N45°21'15"E	127.97'
L7	N20°43'17"E	95.86'
L8	N44°41'28"E	8.83'
L9	N76°30'48"E	44.76'
L10	N70°30'51"E	97.20'
L11	N34°28'58"E	87.98'
L12	N73°19'34"E	61.30'
L13	N45°22'14"E	126.01'
L14	N39°13'36"E	43.42'
L15	N30°35'32"E	97.74'
L16	N05°00'12"E	20.83'
L17	N75°47'36"E	145.06'
L18	N82°12'59"E	129.06'
L19	S08°08'29"W	233.90'
L20	S57°50'45"E	189.84'
L21	S17°46'50"E	63.06'
L22	S16°38'57"W	169.38'
L23	N62°38'15"W	105.98'
L24	S27°21'45"W	339.75'
L25	N64°13'21"W	203.71'
L26	S68°46'24"W	99.72'

CURVE TABLE

NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	43°38'41"	845.00'	643.67'	628.22'	S42°24'01"E
C2	49°59'13"	150.00'	130.87'	126.75'	N07°42'28"E
C3	06°01'32"	845.00'	88.86'	88.82'	N17°33'55"W

Bury+Partners

221 West 38th Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
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EXHIBIT

OF APPROXIMATELY 215.9 ACRES OF LAND OUT OF THE SANTIAGO DEL VALLE GRANT AND THE TRINIDAD VARCINAS SURVEY NO. 535, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 418.601 ACRE TRACT CONVEYED TO SLF III - ONION CREEK, L.P., BY DEED OF RECORD IN DOCUMENT NO. 2007226648, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

SLF III - ONION CREEK, L.P.

SHEET 4 OF 15

DATE: 05/30/13

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DRAWN BY: MLT

PROJ. No: R0103662-10008

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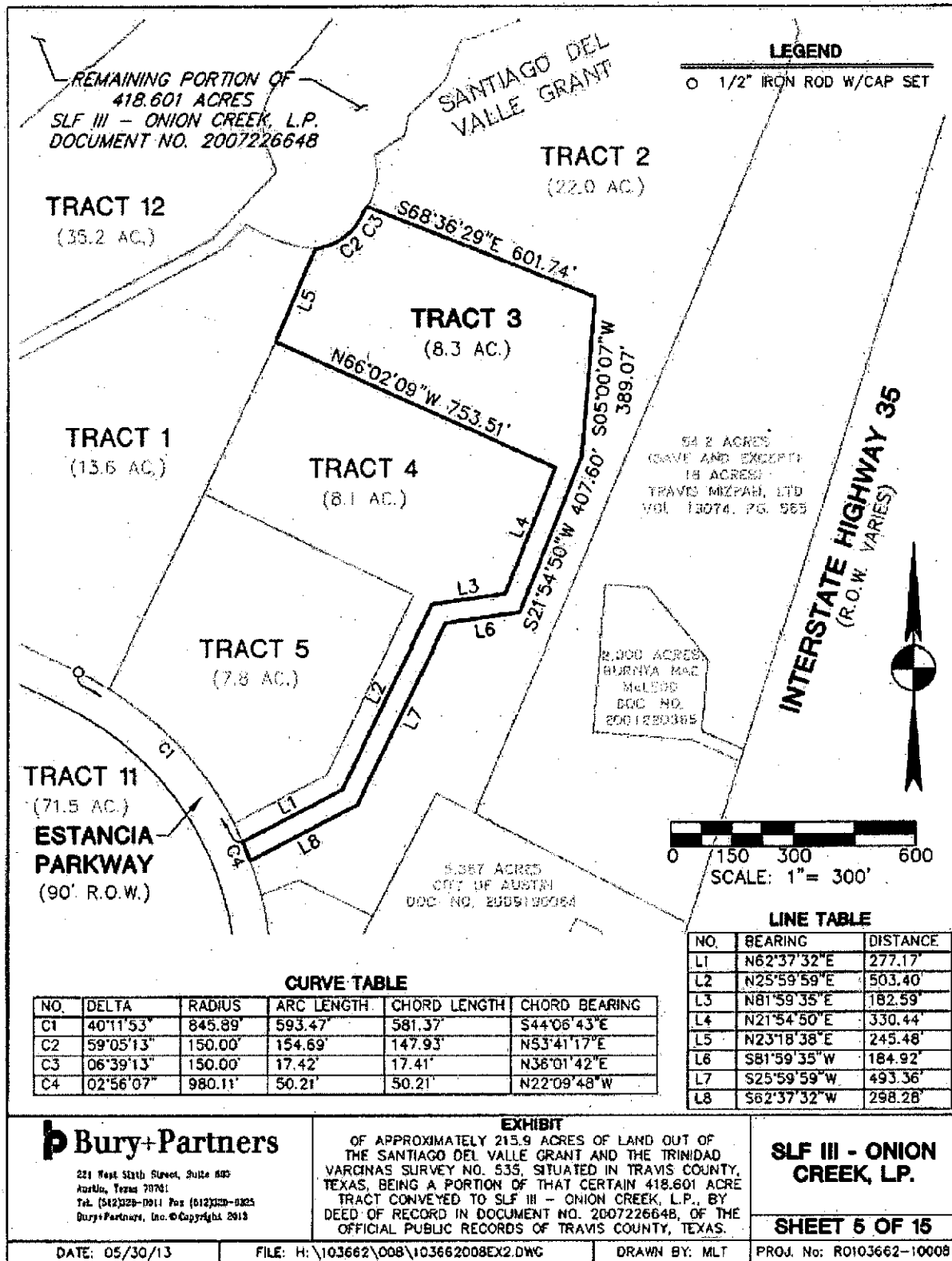


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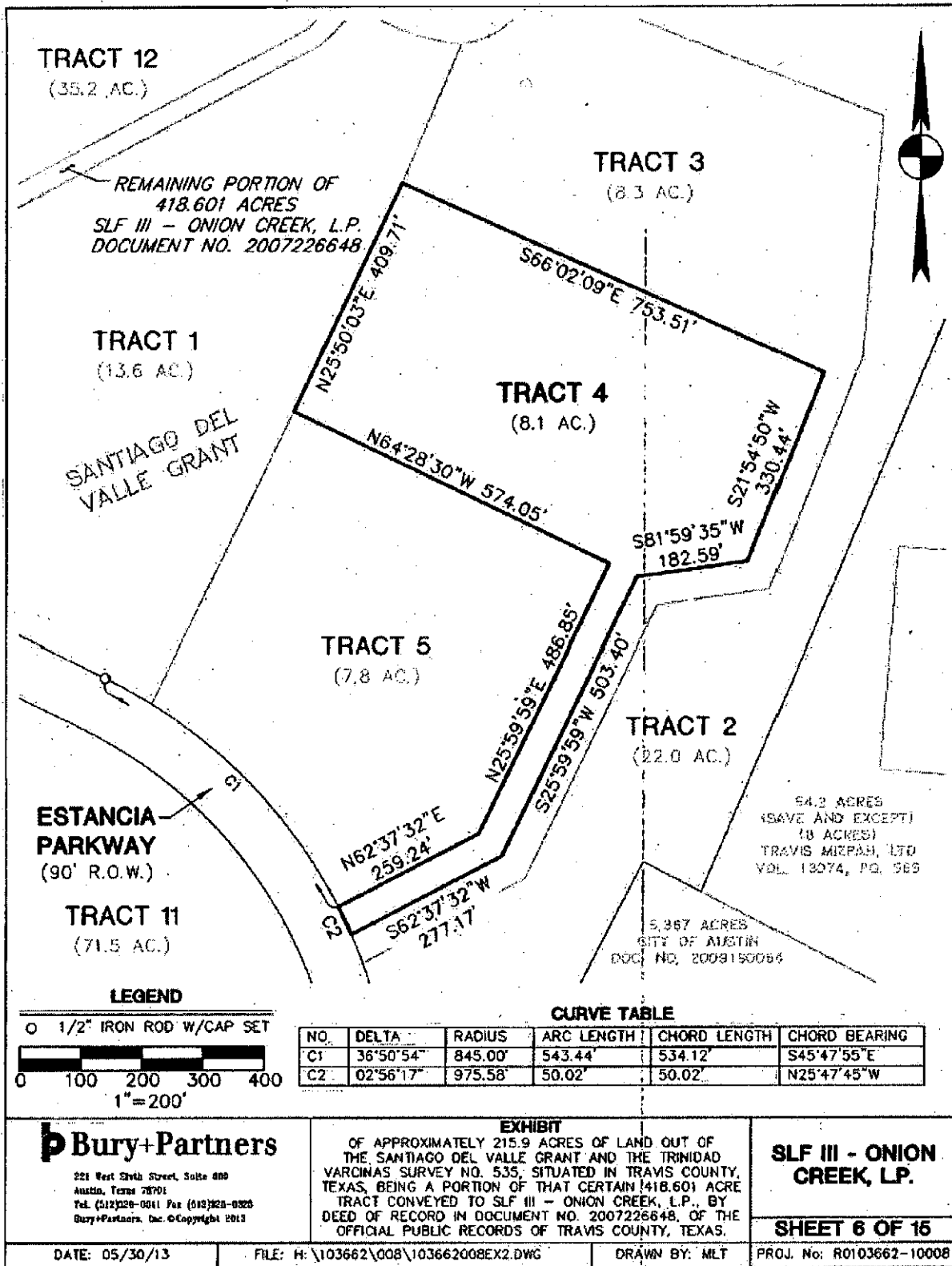


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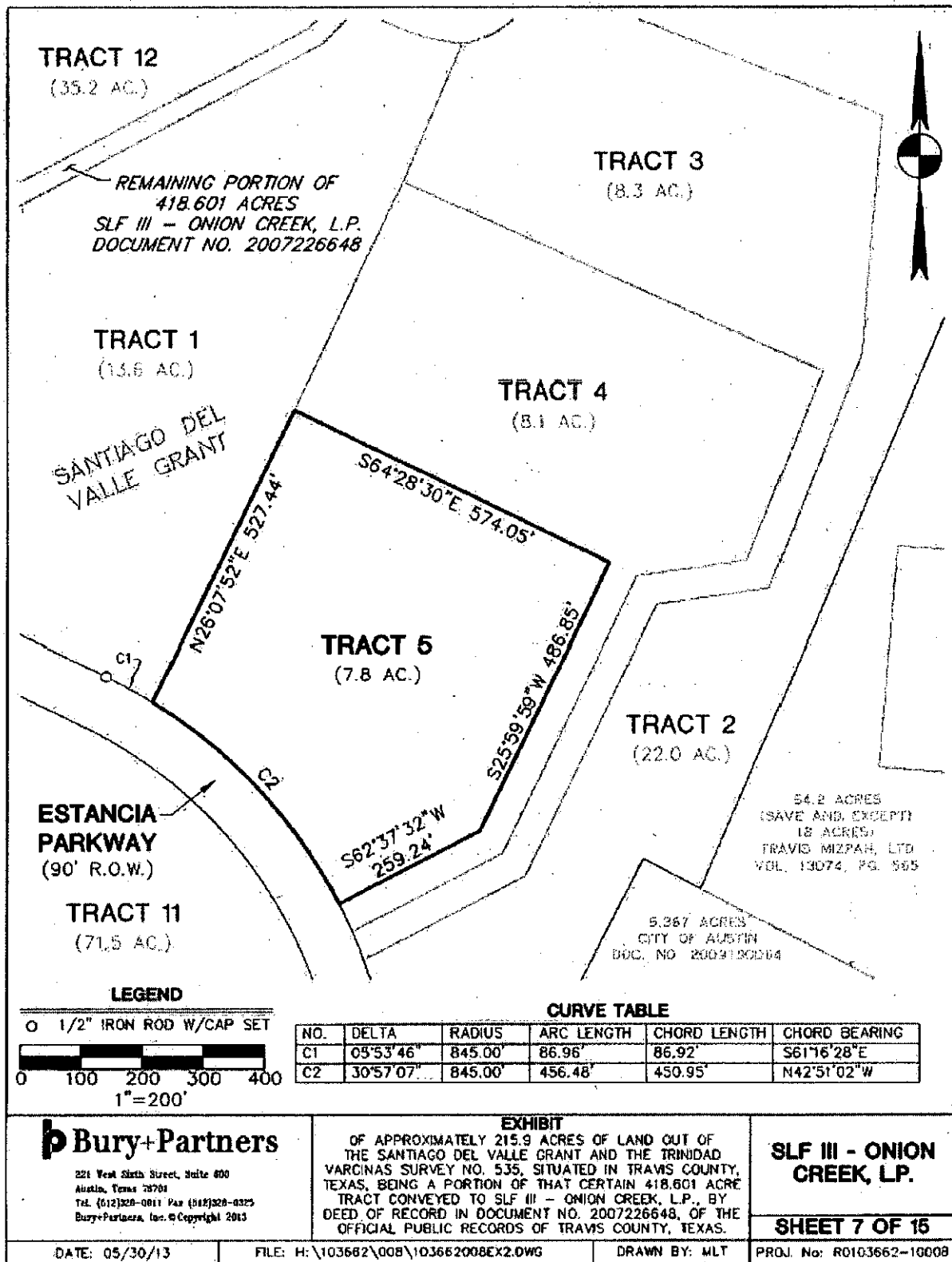


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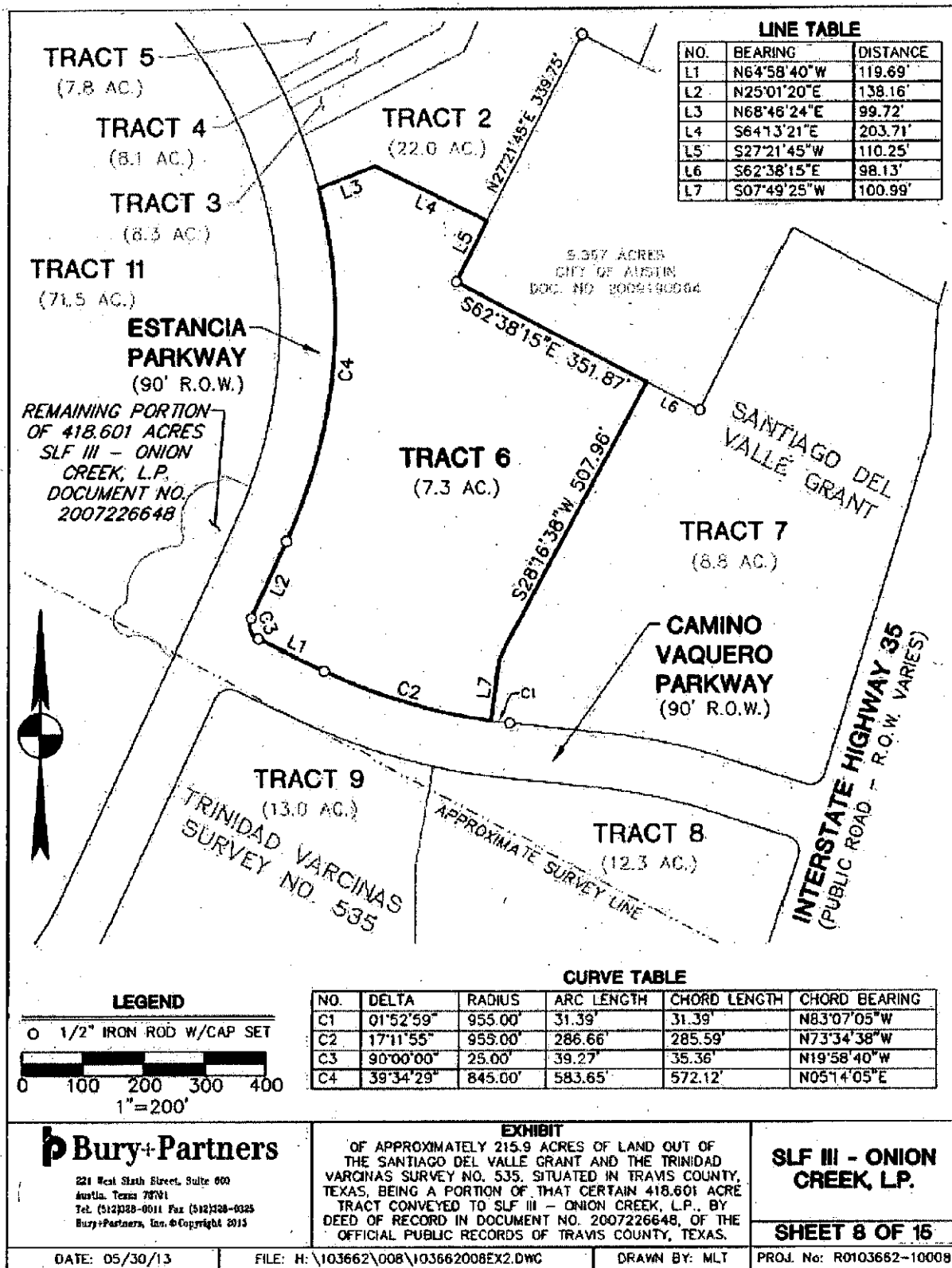


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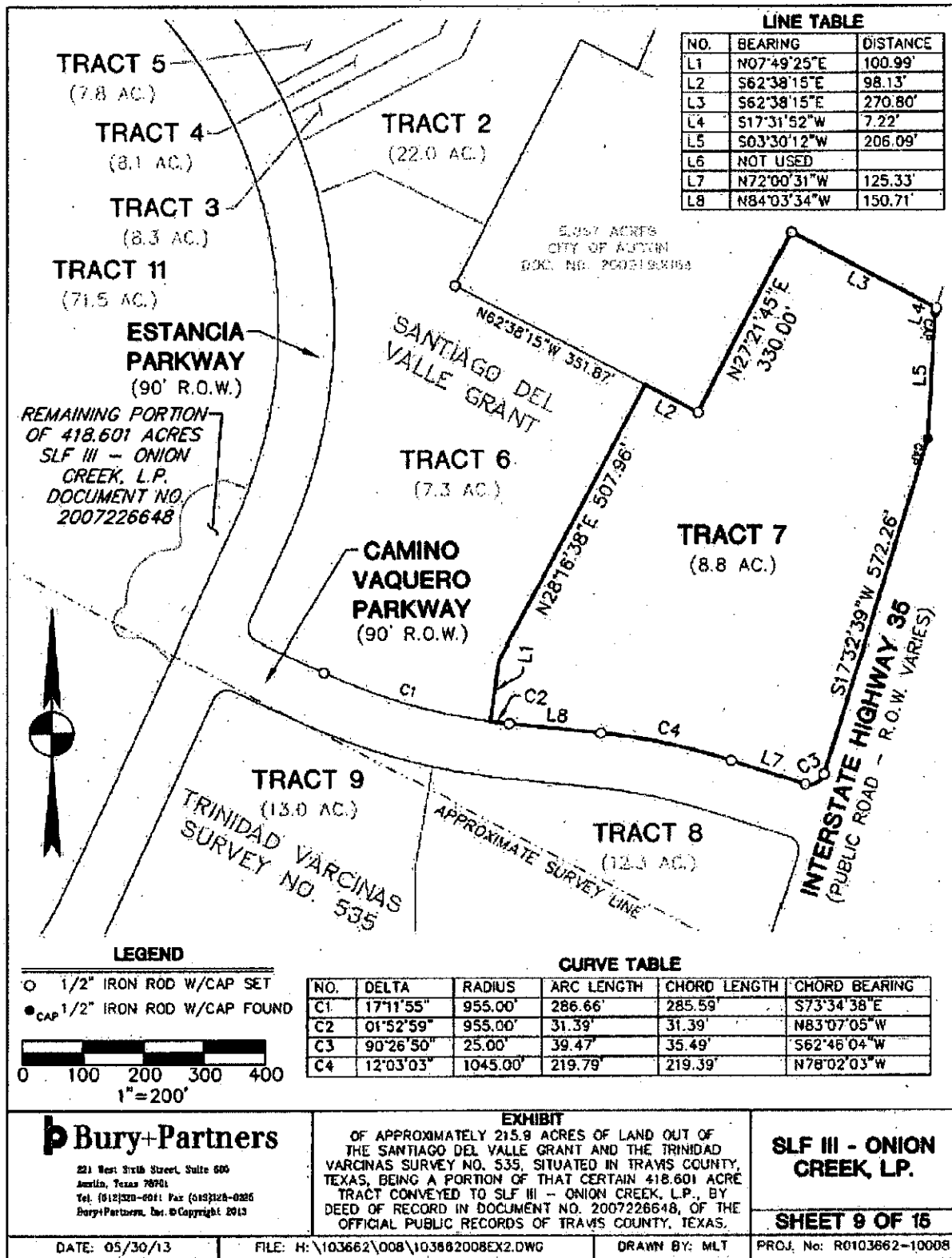


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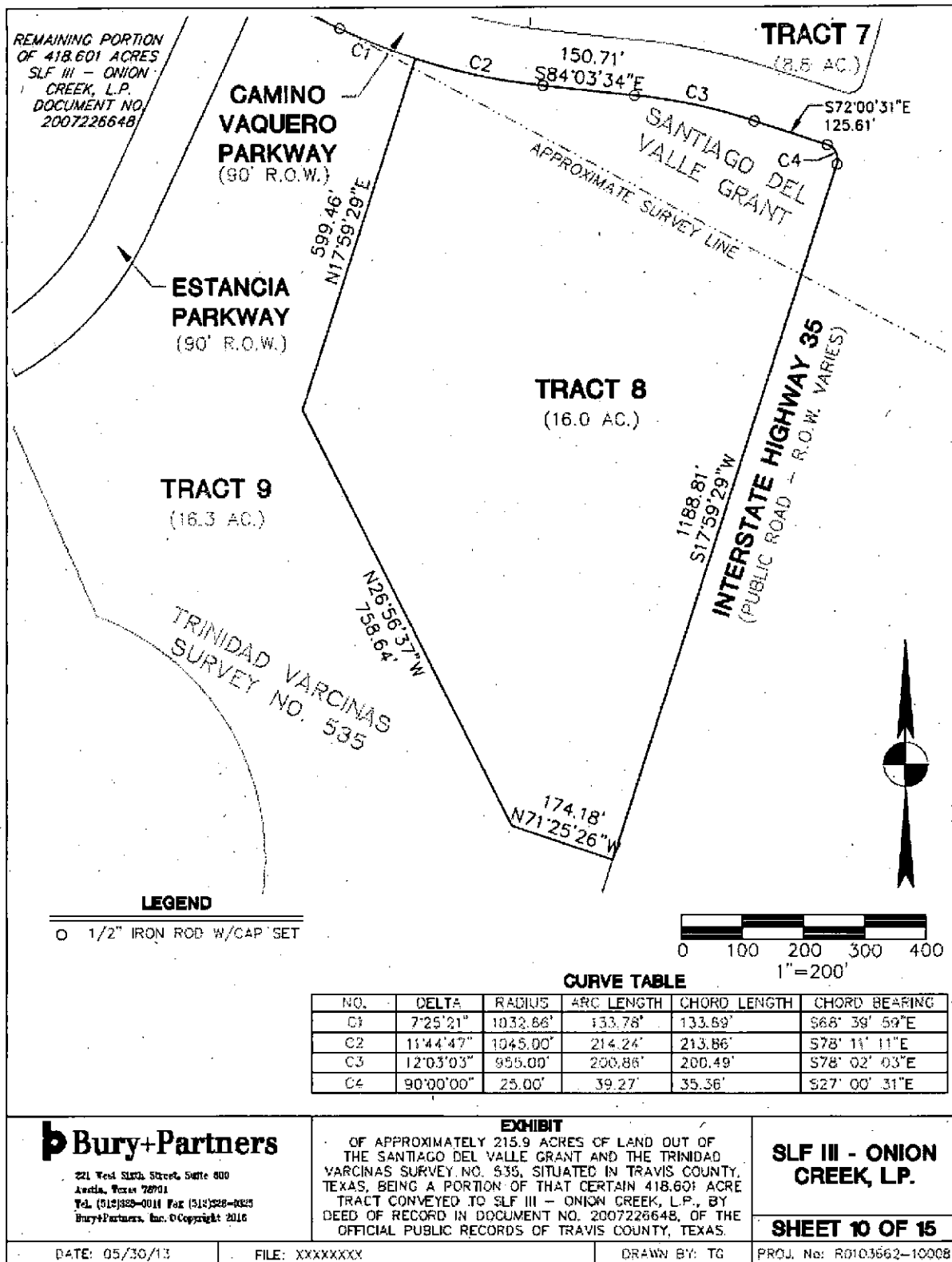
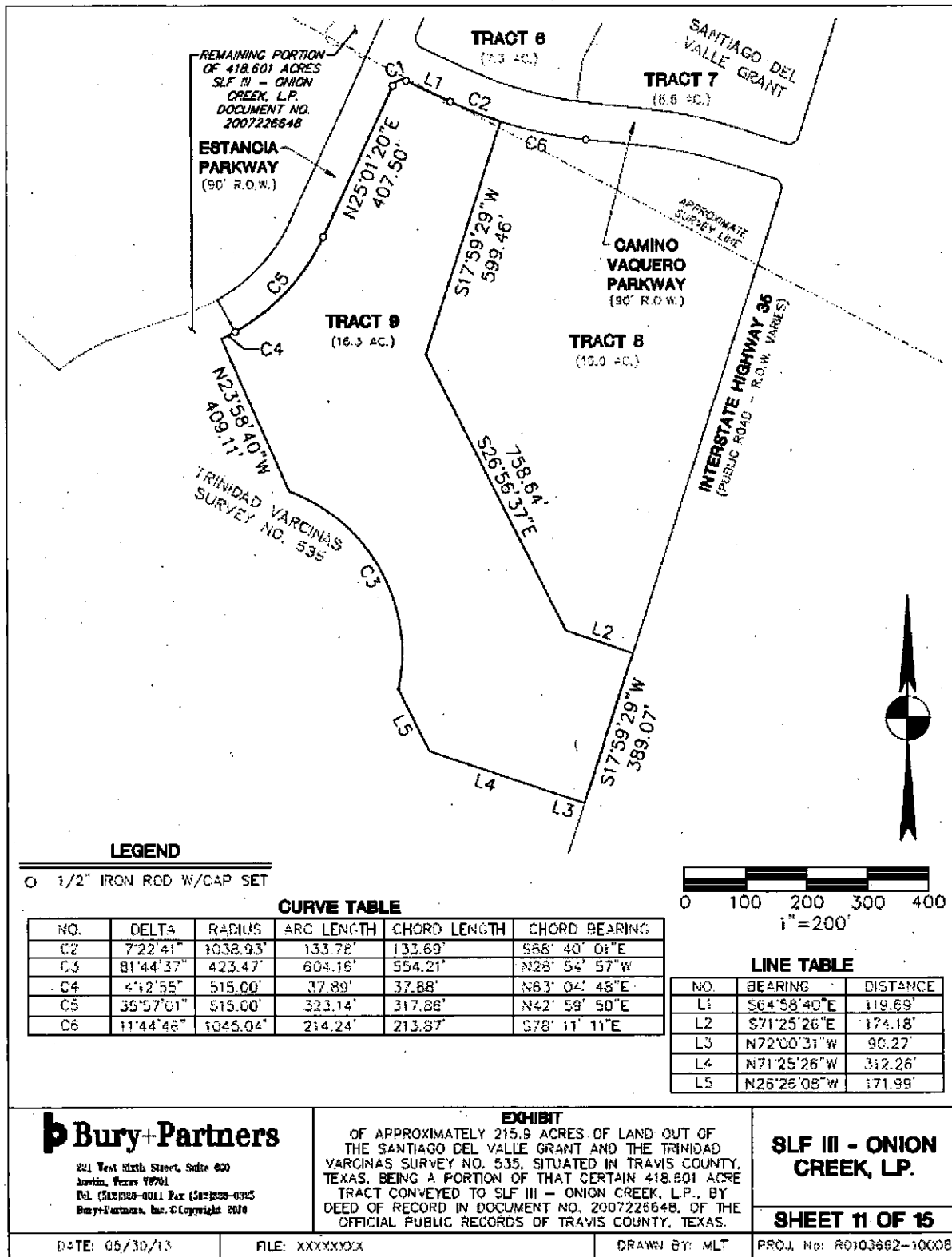


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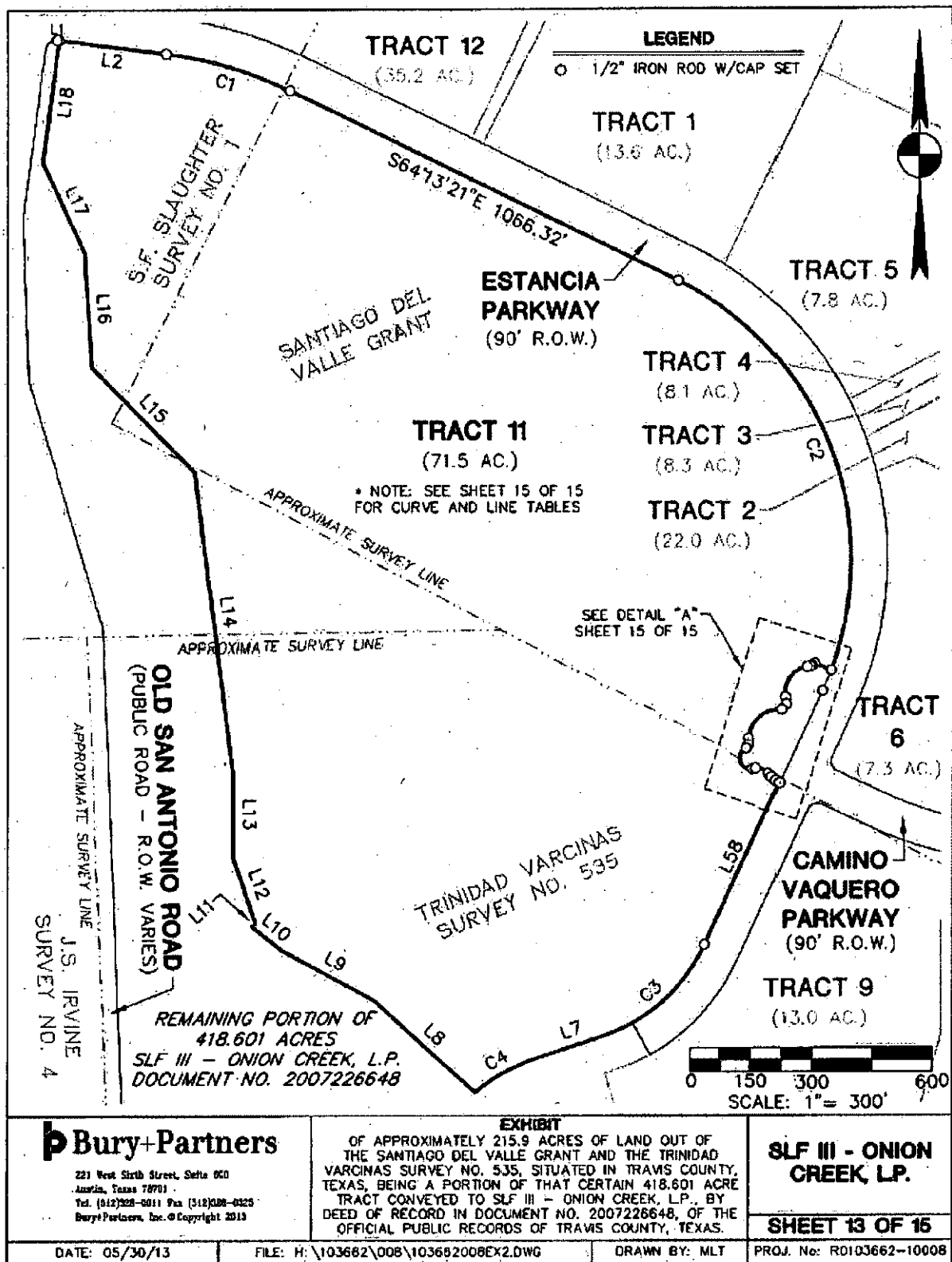


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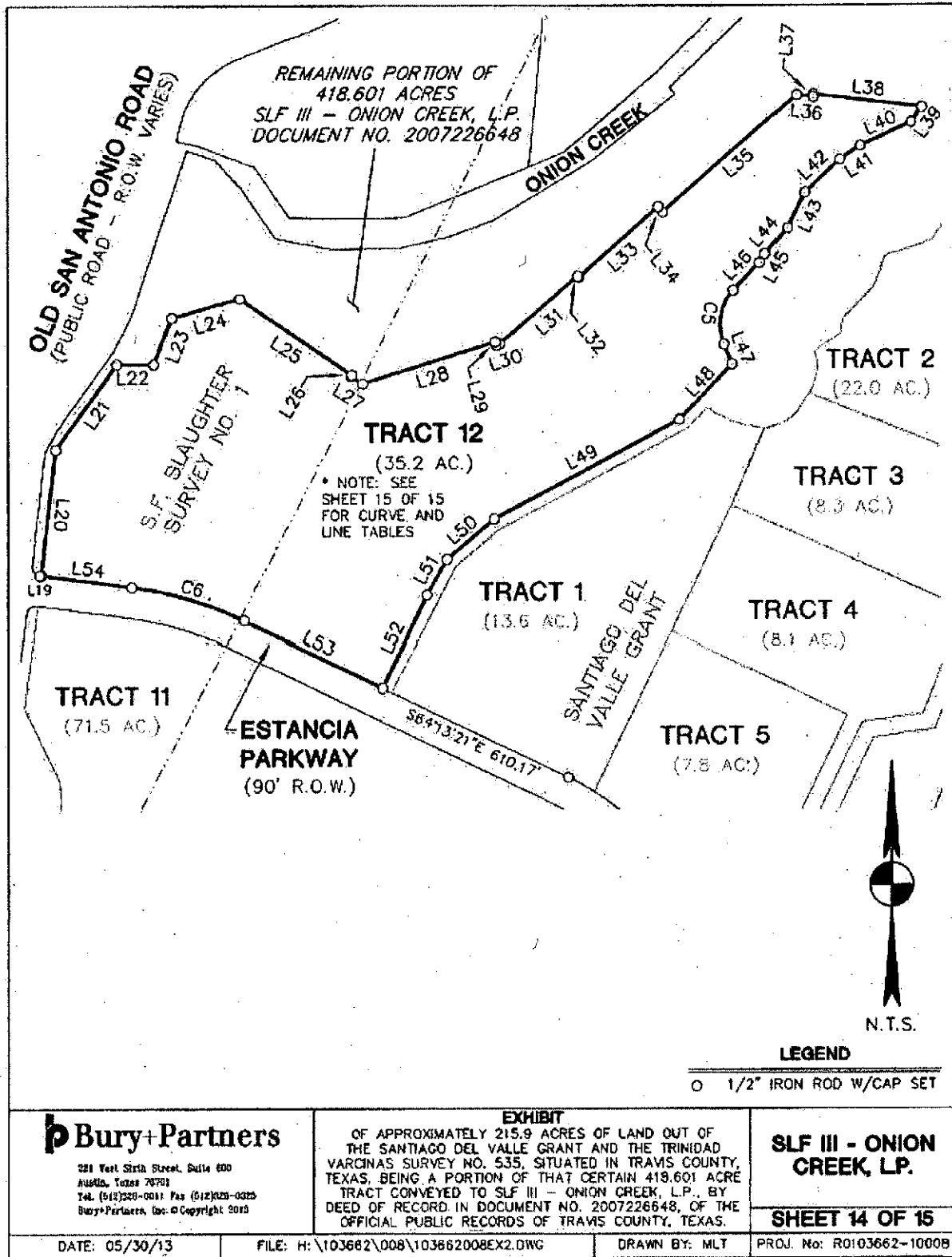


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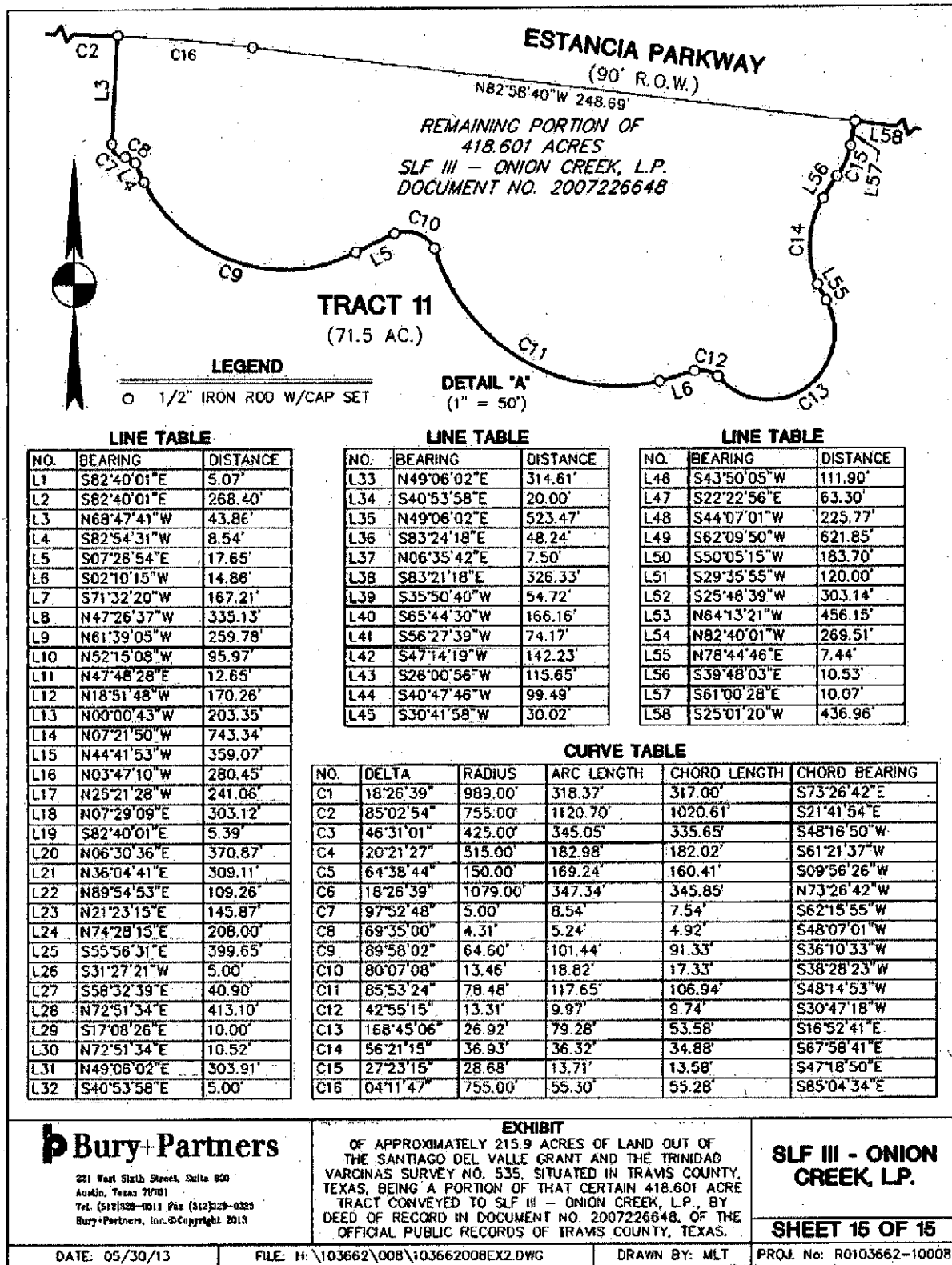


EXHIBIT A

EXHIBIT A-3

DESCRIPTION OF LAND WITHIN IMPROVEMENT AREA #2

OVERALL AREA - 130.964 ACRES

ESTANCIA HILL COUNTRY

IMPROVEMENT AREA NO. 2

FN. NO. 18-193(ABB)

JULY 16, 2018

JOB NO. 222010574

DESCRIPTION

A 130.964 ACRE TRACT OF LAND OUT OF THE TRINIDAD VARCINAS SURVEY NO. 535, SITUATED IN TRAVIS COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN 418.601 TRACT OF LAND CONVEYED TO SLF III - ONION CREEK, L.P. BY DEED OF RECORD IN 2007226648 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 130.964 ACRES ALSO BEING A PORTION OF LOT 4, BLOCK E ESTANCIA HILL COUNTRY SUBDIVISION PHASE 4 OF RECORD IN DOCUMENT NO. 201700072 OF SAID OFFICIAL PUBLIC RECORDS; ALSO BEING A PORTION OF LOT 4, BLOCK D ESTANCIA HILL COUNTRY PHASE 1 OF RECORD IN DOCUMENT NO. 201300225 OF SAID OFFICIAL PUBLIC RECORDS; SAID 130.964 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a concrete monument found at the intersection of the westerly right-of-way line of Interstate Highway 35 (R.O.W. varies) and the northerly right-of-way line of Puryear Road (R.O.W. varies), being the southeasterly corner of said 418.601 acre tract and hereof;

THENCE, leaving the westerly right-of-way line of Interstate Highway 35, along the northerly right-of-way line of Puryear Road, being the southerly line of said 418.601 acre tract and hereof, the following four (4) courses and distances:

- 1) S59°49'40"W, a distance of 168.99 feet to a concrete monument found;
- 2) S89°15'05"W, a distance of 451.16 feet to a concrete monument found;
- 3) S74°58'58"W, a distance of 95.27 feet to a 1/2 inch iron rod with "BURY" cap found;
- 4) S87°43'31"W, a distance of 397.04 feet to a 1/2 inch iron rod with "BURY" cap found at the intersection of the easterly right-of-way line of Old San Antonio Road (R.O.W. varies) and the northerly right-of-way line of Puryear Road, for the southwesterly corner hereof;

THENCE, leaving the northerly right-of-way line of Puryear Road, along the easterly right-of-way line of Old San Antonio Road,

EXHIBIT A

EN. NO. 18-193(ABB)

JULY 16, 2018

PAGE 2 OF 5

for the westerly line hereof, the following three (3) courses and distances:

- 1) N02°19'59"W, a distance of 1290.68 feet to a 1/2 inch iron rod with "BURY" cap found;
- 2) N02°38'02"W, a distance of 2174.01 feet to a 1/2 inch iron rod with "BURY" cap found;
- 3) N02°17'20"W, a distance of 247.81 feet to the northwesterly corner hereof;

THENCE, leaving the easterly right-of-way line of Old San Antonio Road, over and across said Lot 4 Block "D", for a portion of the northerly line hereof, the following ten (10) courses and distances:

- 1) N87°18'00"E, a distance of 86.70 feet to an angle point;
- 2) S40°44'52"E, a distance of 14.63 feet to an angle point;
- 3) S53°45'02"E, a distance of 46.40 feet to an angle point;
- 4) S55°43'12"E, a distance of 28.36 feet to an angle point;
- 5) S57°37'31"E, a distance of 49.74 feet to an angle point;
- 6) S62°47'37"E, a distance of 79.53 feet to an angle point;
- 7) S63°35'53"E, a distance of 210.84 feet to an angle point;
- 8) S43°21'49"E, a distance of 120.84 feet to an angle point;
- 9) S49°33'34"E, a distance of 84.26 feet to an angle point;
- 10) S50°36'26"E, a distance of 118.68 feet to a point in the westerly right-of-way line of Future Estancia Parkway, not yet of record, being the easterly line of said Lot 4 Block "D" for an angle point;

THENCE, along the westerly right-of-way line of Future Estancia Parkway, in part being the easterly line of said Lot 4 Block "D", in part, being the southerly line of Lot 5 of said Block "D" Estancia Hill Country Phase 1, for a portion of the northerly line hereof, the following three (3) courses and distances:

EXHIBIT A

FN NO. 18-193(ABB)

JULY 16, 2018

PAGE 3 OF 5

- 1) Along a non-tangent curve to the right, having a radius of 515.00 feet, a central angle of $59^{\circ}16'57''$, an arc length of 532.86 feet, and a chord which bears, $N41^{\circ}53'52''E$, a distance of 509.41 feet to a 1/2 inch iron rod with "BURY" cap found;
- 2) $N71^{\circ}32'20''E$, a distance of 164.77 feet to a 1/2 inch iron rod with "BURY" cap found, for the point of curvature of a non-tangent curve to the left;
- 3) Along said non-tangent curve to the left, having a radius of 425.00 feet, a central angle of $10^{\circ}53'44''$, an arc length of 80.82 feet, and a chord which bears, $N66^{\circ}25'12''E$, a distance of 80.70 feet to a 1/2 inch iron rod with "BURY" cap found at the southwesterly corner of the southerly terminus of Estancia Parkway (90' R.O.W.);

THENCE, leaving the easterly line of Lot 5, along the southerly terminus of Estancia Parkway, for a portion of the northerly line hereof, the following three (3) courses and distances:

- 1) $S29^{\circ}01'40''E$, a distance of 70.00 feet to a 1/2 inch iron rod with "BURY" cap found, for the point of curvature of a non-tangent curve to the right;
- 2) Along said non-tangent curve to the right, having a radius of 495.00 feet, a central angle of $6^{\circ}29'49''$, an arc length of 56.13 feet, and a chord which bears, $S64^{\circ}13'15''W$, a distance of 56.10 feet to a 1/2 inch iron rod with "STANTEC" cap set;
- 3) $S23^{\circ}58'47''E$, a distance of 20.00 feet to a 1/2 inch iron rod with "STANTEC" cap set at the southeasterly corner of the southerly terminus of Estancia Parkway, being in the westerly line of Lot 4 Block "E" for an angle point;

THENCE, leaving the easterly right-of-way of Estancia Parkway, along the westerly line of said Lot 4 Block "E", along a non-tangent curve to the left, having a radius of 515.00 feet, a central angle of $2^{\circ}13'31''$, an arc length of 20.00 feet, and a chord which bears, $N66^{\circ}18'27''E$, a distance of 20.00 feet to a 1/2 inch iron rod with "STANTEC" cap set at the common northerly corner of said Lot 4, Block "E" and Lot 6, Block "E" Estancia Hill Country Subdivision Phase 3 of record in Document No. 201600249 of said Official Public Records;

EXHIBIT A

FN NO. 18-193(ABB)

JULY 16, 2018

PAGE 4 OF 5

THENCE, along the easterly line of said Lot 4 Block "E", being the westerly line of said Lot 6, for a portion of the northerly line hereof, the following two (2) courses and distances:

- 1) S23°58'40"E, a distance of 409.11 feet to a 1/2 inch iron rod with "STANTEC" cap set, for the point of curvature of a non-tangent curve to the right;
- 2) Along said non-tangent curve to the right, having a radius of 423.47 feet, a central angle of 81°44'37", an arc length of 604.16 feet, and a chord which bears, S28°54'57"E, a distance of 554.21 feet to a 1/2 inch iron rod with "STANTEC" cap set at the southeasterly corner of said Lot 4 Block "E";

THENCE, leaving the southeasterly corner of said Lot 4, Block "E", along the westerly line of said Lot 6, for a portion of the northerly line hereof, the following three (3) courses and distances:

- 1) S26°25'26"E, a distance of 171.95 feet to a 1/2 inch iron rod with "BURY" cap found;
- 2) S71°25'26"E, a distance of 312.31 feet to a 1/2 inch iron rod with "BURY" cap found;
- 3) S72°00'31"E, a distance of 90.27 feet to a 1/2 inch iron rod with "BURY" cap found in the westerly right-of-way line of Interstate Highway 35, being the easterly line of said 418.601 acre tract, also being the southeasterly corner of said Lot 6, for the northeasterly corner hereof;

THENCE, leaving the southeasterly corner of said Lot 6, along the westerly right-of-way line of Interstate Highway 35, being the easterly line of said 418.601 acre tract, for the easterly line hereof, the following three (3) courses and distances:

- 1) S17°59'29"W, a distance of 1408.54 feet to a 1/2 inch iron rod with "BURY" cap found;
- 2) S26°44'35"W, a distance of 857.58 feet to a concrete monument found;

EXHIBIT A


FN NO. 18-193(ABB)
JULY 16, 2018
PAGE 5 OF 5

- 3) S20°12'41"W, a distance of 292.68 feet to the **POINT OF BEGINNING**, containing an area of 130.964 acres (5,704,787 square feet) acres of land, more or less, within these metes and bounds.

BEARING BASIS: THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011), BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED BY RTK COOPERATIVE NETWORK, MANAGED BY WESTERN DATA SYSTEMS, INC.

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

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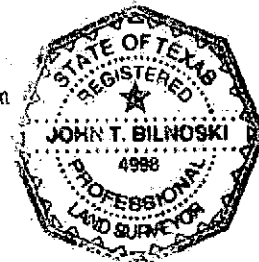
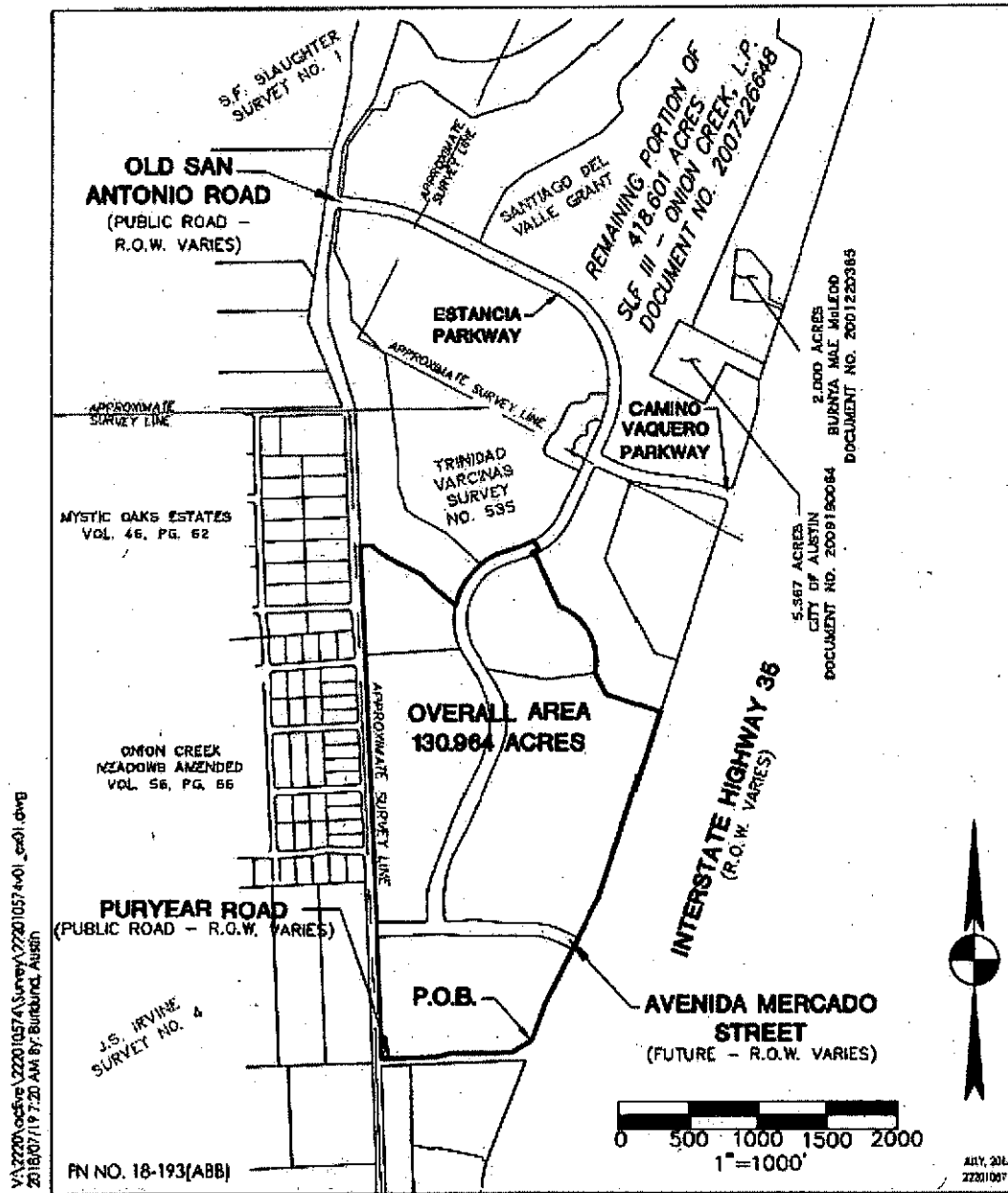


EXHIBIT A



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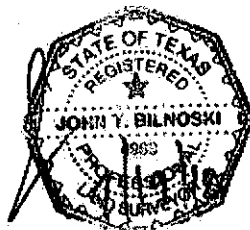
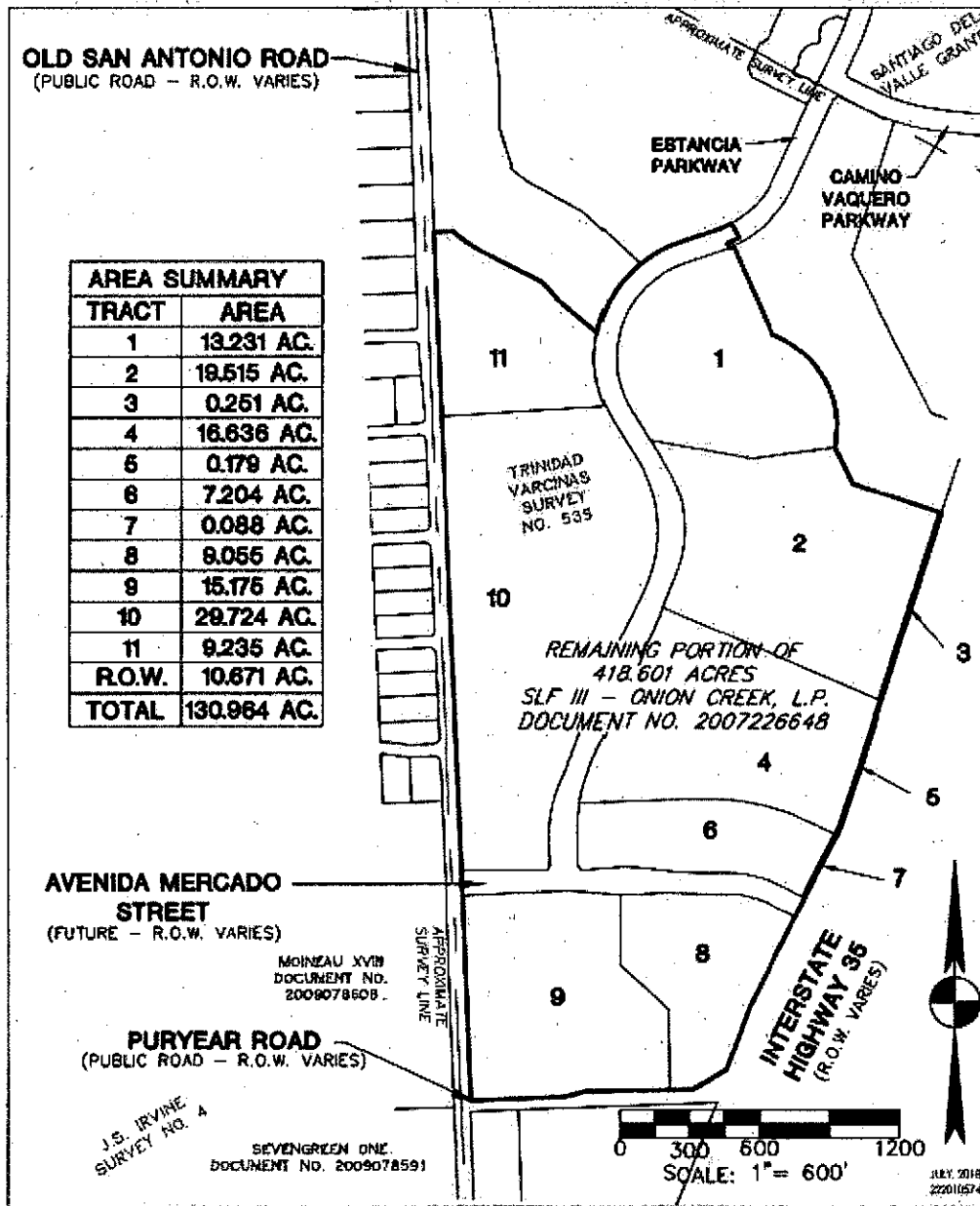


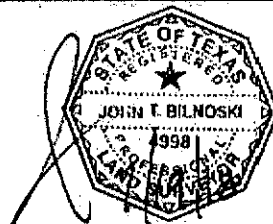
EXHIBIT A



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Client/Project
ESTANCIA HILL COUNTRY
IMPROVEMENT AREA NO. 2
Figure No.
SHEET 1 OF 1
Title
OVERALL TRACT EXHIBIT

EXHIBIT A

EXHIBIT A-4 - DESCRIPTION FOR ALL ASSESSED PARCELS WITHIN IMPROVEMENT AREA #2

TRACT 2

TRACT 2 - 19.515 ACRES
ESTANCIA HILL COUNTRY
IMPROVEMENT AREA NO. 2

FN. NO. 18-195(ABB)
JULY 12, 2018
JOB NO. 222010574

DESCRIPTION

A 19.515 ACRE TRACT OF LAND OUT OF THE TRINIDAD VARCINAS SURVEY NO. 535 SITUATED IN TRAVIS COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN 418.601 ACRE TRACT OF LAND CONVEYED TO SLF III - ONION CREEK, L.P. BY DEED OF RECORD IN 2007226648 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 19.515 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod with "STANTEC" cap set in the westerly line of Lot 6, Block "E" Estancia Hill Country Subdivision Phase 3 of record in Document No. 201600249 of said Official Public Records, being the southeasterly corner of Lot 4, Block "E" Estancia Hill Country Subdivision Phase 4 of record in Document No. 201700072 of said Official Public Records for an angle point in the northerly line hereof;

THENCE, leaving the southeasterly corner of said Lot 4, along the southerly line of said Lot 6, for a portion of the northerly line hereof, the following three (3) courses and distances:

- 1) S26°25'26"E, a distance of 171.95 feet to a 1/2 inch iron rod with "BURY" cap found;
- 2) S71°25'26"E, a distance of 312.31 feet to a 1/2 inch iron rod with "BURY" cap found;
- 3) S72°00'31"E, a distance of 77.26 feet to the northeasterly corner hereof, from which a 1/2 inch iron rod with "BURY" cap found in the westerly right-of-way line of Interstate Highway 35, being the southeasterly corner of said lot 6, same being in the easterly line of said 418.601 tract bears S71°00'31"E, a distance of 13.00 feet;

THENCE, leaving the southerly line of said Lot 6, over and across said 418.601 acre tract, for the easterly and southerly lines hereof, the following two (2) courses and distances:

- 1) S17°59'29"W, a distance of 841.15 feet to the southeasterly corner hereof;

EXHIBIT A

FN NO. 18-195(ABB)
JULY 12, 2018
PAGE 2 OF 2

- 2) N66°47'53"W, a distance of 1003.63 feet to a point in the easterly right-of-way line of Future Estancia Parkway (not yet of record) for the southwesterly corner hereof;


THENCE, continuing over and across said 418.601 acre tract, along the easterly right-of-way line of Future Estancia Parkway, for the westerly line hereof, the following three (3) courses and distances:

- 1) N22°56'57"E, a distance of 151.94 feet to the point of curvature of a tangent curve to the left;
- 2) Along said tangent curve to the left, having a radius of 487.00 feet, a central angle of 55°23'07", an arc length of 470.76 feet, and a chord which bears, N04°44'36"W, a distance of 452.65 feet to the point of tangency of said curve;
- 3) N32°26'14"W, a distance of 142.24 feet to a 1/2 inch iron rod with "STANTEC" cap set, for the southwesterly corner of said Lot 4, for the northwesterly corner hereof;

THENCE, leaving the easterly right-of-way line of Future Estancia Parkway, along the southerly line of said Lot 4, for a portion of the northerly line hereof, the following two (2) courses and distances:

- 1) S79°58'17"E, a distance of 441.74 feet to a 1/2 inch iron rod with "STANTEC" cap set;
- 2) N82°20'34"E, a distance of 358.91 feet to the **POINT OF BEGINNING**, containing an area of 19.515 acres (850,062 square feet) acres of land, more or less, within these metes and bounds.

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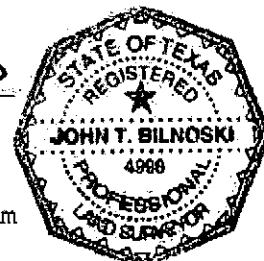
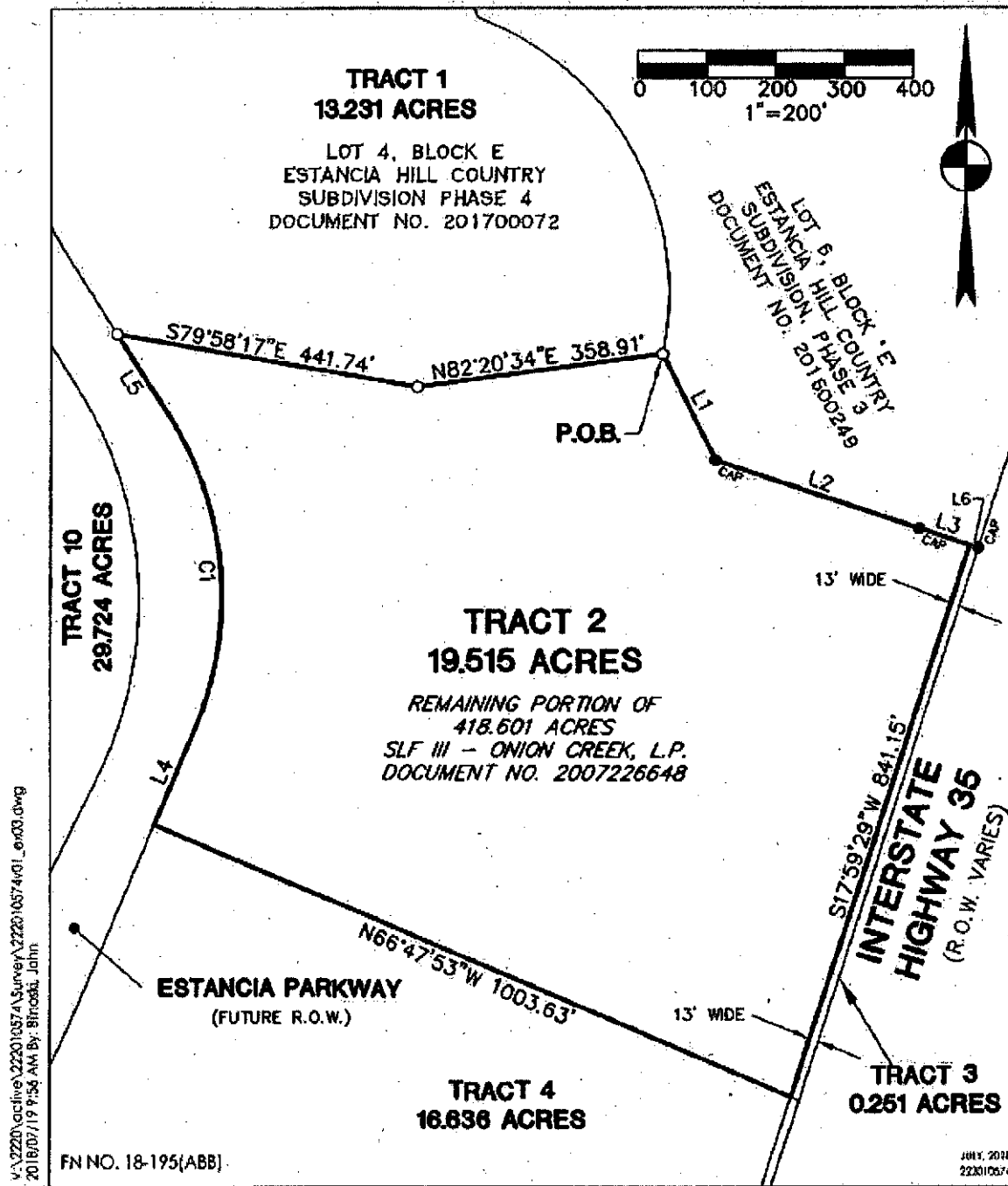
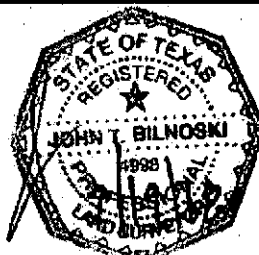


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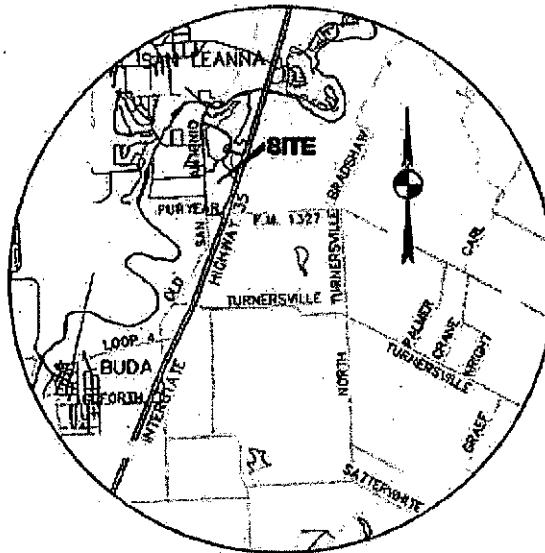


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Client/Project
ESTANCIA HILL COUNTRY
IMPROVEMENT AREA NO. 2
Figure No.
SHEET 1 OF 2
Title
TRACT 2

EXHIBIT A



VICINITY MAP
N.T.S.

LEGEND

- 1/2" IRON ROD WITH STANTEC CAP SET
- CAP 1/2" IRON ROD WITH "BURY" CAP FOUND
- P.O.B. POINT OF BEGINNING

BEARING BASIS NOTE

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011), BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED BY RTK COOPERATIVE NETWORK, MANAGED BY WESTERN DATA SYSTEMS, INC.

CURVE TABLE

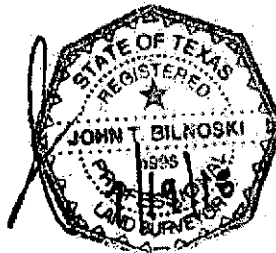
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	470.76'	487.00'	55°23'07"	N04°44'36"W	452.65'

LINE TABLE

NO.	BEARING	DISTANCE
L1	S26°25'26"E	171.95'
L2	S71°25'26"E	312.31'
L3	S72°00'31"E	77.26'
L4	N22°56'57"E	151.94'
L5	N32°26'14"W	142.24'
L6	S72°00'31"E	13.00'



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ESTANCIA HILL COUNTRY

IMPROVEMENT AREA NO. 2

Figure No.

SHEET 2 OF 2

Title

TRACT 2

EXHIBIT A

TRACT 4

TRACT 4 - 16.636 ACRES
ESTANCIA HILL COUNTRY
IMPROVEMENT AREA NO. 2

FN. NO. 18-197(ABB)
JULY 12, 2018
JOB NO. 222010574

DESCRIPTION

A 0.251 ACRE TRACT OF LAND OUT OF THE TRINIDAD VARCINAS SURVEY NO. 535 SITUATED IN TRAVIS, COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN 418.601 ACRE TRACT OF LAND CONVEYED TO SLF III - ONION CREEK, L.P. BY DEED OF RECORD IN 2007226648 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.251 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod with "BURY" cap found in the westerly right-of-way line of Interstate Highway 35 (R.O.W. varies), being the easterly line of said 418.601 acre tract, also being the southeasterly corner of Lot 6, Block "E" Estancia Hill Country Subdivision Phase 3 of record in Document No. 201600249 of said Official Public Records;

THENCE, S17°59'29"W, leaving the southeasterly corner of said Lot 6, along the westerly right-of-way line of Interstate Highway 35, being the easterly line of said 418.601 acre tract, a distance of 842.33 feet to an angle point;

THENCE, N66°47'53"W, leaving the westerly right-of-way line of Interstate Highway 35, over and across said 418.601 acre tract, a distance of 13.06 feet to the **POINT OF BEGINNING** and northeasterly corner hereof;

THENCE, continuing over and across said 418.601 acre tract, for the easterly and southerly lines hereof, the following five (5) courses and distances:

- 1) S17°59'29"W, a distance of 566.39 feet to an angle point;
- 2) S26°44'35"W, a distance of 31.80 feet to the southeasterly corner hereof;
- 3) N65°18'16"W, a distance of 197.27 feet to the point of curvature of a non-tangent curve to the left, for the southeasterly corner hereof;
- 4) Along said non-tangent curve to the left, having a radius of 1048.58 feet, a central angle of 22°36'19", an arc length of 413.70 feet, and a chord which bears, N80°50'36"W, a distance of 411.02 feet to the end of said curve;

EXHIBIT A

FN NO. 18-197 (ABB)

JULY 12, 2018

PAGE 2 OF 2

- 5) S87°51'14"W, a distance of 501.01 feet to a point in the easterly right-of-way line of Future Estancia Parkway (not yet of record) for the southwesterly corner hereof;

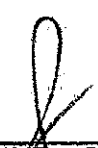
THENCE, continuing over and across said 418.601 acre tract, along the easterly right-of-way line of Future Estancia Parkway, for the westerly line hereof, the following four (4) courses and distances:

- 1) Along a non-tangent curve to the right, having a radius of 775.00 feet, a central angle of 18°28'40", an arc length of 249.94 feet, and a chord which bears, N17°44'28"E, a distance of 248.85 feet to the end of said curve;
- 2) N26°58'48"E, a distance of 244.05 feet to the point of curvature of a tangent curve to the left;
- 3) Along said tangent curve to the left, having a radius of 2037.00 feet, a central angle of 4°01'51", an arc length of 143.30 feet, and a chord which bears, N24°57'53"E, a distance of 143.27 feet to the point of tangency of said curve;
- 4) N22°56'57"E, a distance of 270.44 feet to the northwesterly corner hereof;

THENCE, S66°47'53"E, leaving the easterly right-of-way line of Future Estancia Parkway, continuing over and across said 418.601 acre tract, a distance of 1003.63 feet to the **POINT OF BEGINNING**, containing an area of 16.636 acres (724,683 square feet) acres of land, more or less, within these metes and bounds.

BEARING BASIS: THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011), BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED BY RTK COOPERATIVE NETWORK, MANAGED BY WESTERN DATA SYSTEMS, INC.

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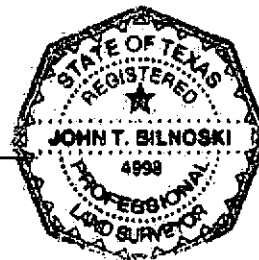
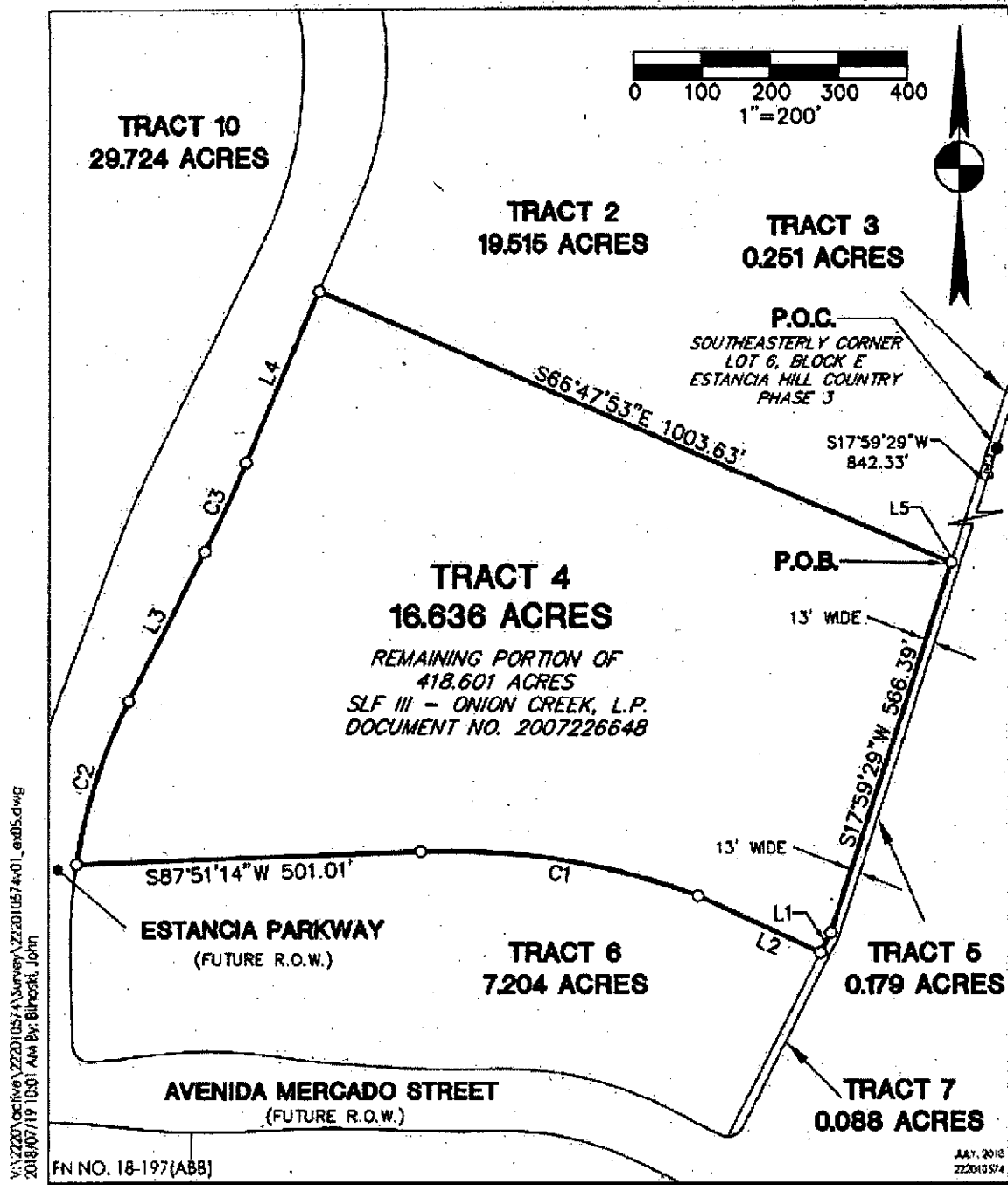
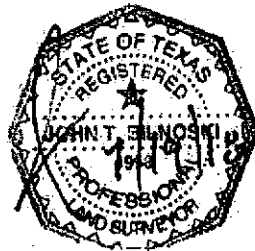


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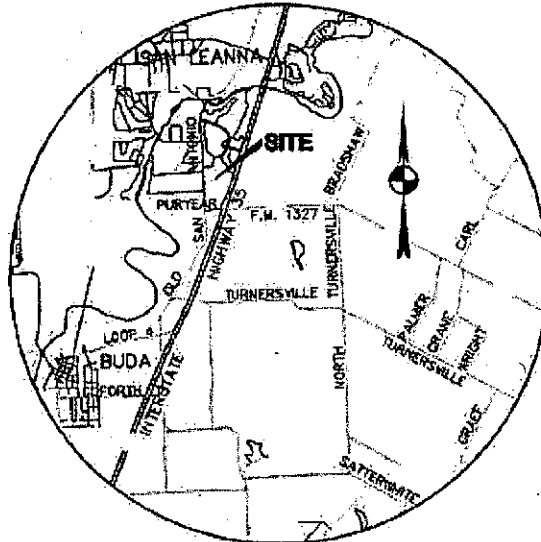


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Client/Project
ESTANCIA HILL COUNTRY
IMPROVEMENT AREA NO. 2
Figure No.
SHEET 1 OF 2
Title
TRACT 4

EXHIBIT A



VICINITY MAP
N.T.S.

LEGEND

- CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

BEARING BASIS NOTE

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011), BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED BY RTK COOPERATIVE NETWORK, MANAGED BY WESTERN DATA SYSTEMS, INC.

LINE TABLE

NO.	BEARING	DISTANCE
L1	S26°44'35"W	31.80'
L2	N65°18'16"W	197.27'
L3	N26°58'48"E	244.05'
L4	N22°56'57"E	270.44'
L5	N66°47'53"W	13.06'

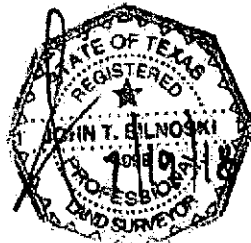
CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	413.70'	1048.58'	22°36'19"	N80°50'36"W	411.02'
C2	249.94'	775.00'	18°28'40"	N17°44'28"E	248.85'
C3	143.30'	2037.00'	4°01'51"	N24°57'53"E	143.27'

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ESTANCIA HILL COUNTRY
IMPROVEMENT AREA NO. 2
Figure No.
SHEET 2 OF 2
Title
TRACT 4

EXHIBIT A

TRACT 6

TRACT 6 - 7.204 ACRES
ESTANCIA HILL COUNTRY
IMPROVEMENT AREA NO. 2

FN. NO. 18-199(ABB)
JULY 12, 2018
JOB NO. 222010574

DESCRIPTION

A 7.204 ACRE TRACT OF LAND OUT OF THE TRINIDAD VARCINAS SURVEY NO. 535 SITUATED IN TRAVIS COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN 418.601 ACRE TRACT OF LAND CONVEYED TO SLF III - ONION CREEK, L.P. BY DEED OF RECORD IN 2007226648 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 7.204 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod with "BURY" cap found in the westerly right-of-way line of Interstate Highway 35 (R.O.W. varies), being the easterly line of said 418.601 acre tract, also being the southeasterly corner of Lot 6, Block "E" Estancia Hill Country Subdivision Phase 3 of record in Document No. 201600249 of said Official Public Records;

THENCE, leaving the southeasterly corner of said Lot 6, along the westerly right-of-way line of Interstate Highway 35, being the easterly line of said 418.601 acre tract, the following two (2) courses and distances:

- 1) S17°59'29"W, a distance of 1408.54 feet to a 1/2 inch iron rod with "BURY" cap found;
- 2) S26°44'35"W, a distance of 32.33 feet to an angle point;

THENCE, N65°18'16"W, leaving the westerly right-of-way line of Interstate Highway 35, over and across said 418.601 acre tract, a distance of 13.01 feet to the **POINT OF BEGINNING** and northeasterly corner hereof;

THENCE, S26°44'35"W, continuing over and across said 418.601 acre tract, for the easterly line hereof, a distance of 299.88 feet to a point in the northerly right-of-way line of Future Avenida Mercado Street (not yet of record) for the southeasterly corner hereof;

THENCE, continuing over and across said 418.601 acre tract, along the northerly right-of-way line of Future Avenida Mercado Street, for the southerly line hereof, the following six (6) courses and distances:

- 1) Along a non-tangent curve to the right, having a radius of 25.00 feet, a central angle of 28°40'30", an arc length of 12.51 feet, and a chord which bears, N77°35'40"W, a distance of 12.38 feet to end of said curve;

EXHIBIT A

FN NO. 18-199(ABB)

JULY 12, 2018

PAGE 2 OF 3

- 2) N63°15'25"W, a distance of 88.78 feet to the point of curvature of a tangent curve to the left;
- 3) Along said tangent curve to the left, having a radius of 525.00 feet, a central angle of 28°10'32", an arc length of 258.17 feet, and a chord which bears, N77°20'41"W, a distance of 255.58 feet to the point of curvature of a reverse curve to the right;
- 4) Along said reverse curve to the right, having a radius of 1963.00 feet, a central angle of 9°35'36", an arc length of 328.69 feet, and a chord which bears, N86°38'08"W, a distance of 328.31 feet to the point of curvature of a reverse curve to the left;
- 5) Along said reverse curve to the left, having a radius of 637.00 feet, a central angle of 16°16'22", an arc length of 180.92 feet, and a chord which bears, N89°58'31"W, a distance of 180.31 feet to for the point of curvature of a reverse curve to the right;
- 6) Along said reverse curve to the right, having a radius of 975.00 feet, a central angle of 4°47'03", an arc length of 81.41 feet, and a chord which bears, S84°16'50"W, a distance of 81.39 feet to the intersection of the northerly right-of-way line of Future Avenida Mercado Street and the easterly right-of-way line of Future Estancia Parkway, not yet of record, for the southwesterly corner hereof;

THENCE, continuing over and across said 418.601 acre tract, along the easterly right-of-way line of Future Estancia Parkway, for the westerly line hereof, the following three (3) courses and distances:

- 1) Along a tangent curve to the right, having a radius of 25.00 feet, a central angle of 92°05'04", an arc length of 40.18 feet, and a chord which bears, N47°17'07"W, a distance of 35.99 feet to the point of tangency of said curve;
- 2) N1°14'35"W, a distance of 131.25 feet to the point of curvature of tangent curve to the left;
- 3) Along said tangent curve to the left, having a radius of 775.00 feet, a central angle of 9°44'43", an arc length of 131.82 feet, and a chord which bears, N03°37'47"E, a distance of 131.66 feet the northwesterly corner hereof;

EXHIBIT A

FN NO. 18-199(ABB)
JULY 12, 2018
PAGE 3 OF 3


THENCE, leaving the easterly right-of-way line of Future Estancia Parkway, continuing over and across said 418.601 acre tract, for the northerly and easterly lines hereof, the following four (4) courses and distances:

- 1) N87°51'14"E, a distance of 501.01 feet to the point of curvature of a non-tangent curve to the right;
- 2) Along said non-tangent curve to the right, having a radius of 1048.58 feet, a central angle of 22°36'19", an arc length of 413.70 feet, and a chord which bears, N80°50'36"W, a distance of 411.02 feet to the end of said curve;
- 3) N65°18'16"W, a distance of 197.27 feet to the **POINT OF BEGINNING**, containing an area of 7.204 acres (313,793 square feet) acres of land, more or less, within these metes and bounds.

BEARING BASIS: THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011), BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED BY RTK COOPERATIVE NETWORK, MANAGED BY WESTERN DATA SYSTEMS, INC.

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

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SERVICES INC.
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JOHN T. BILNOSKI
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TBPLS # 10194230
john.bilnoski@stantec.com

7/19/18
DATE

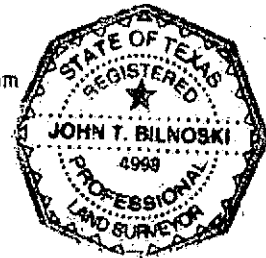
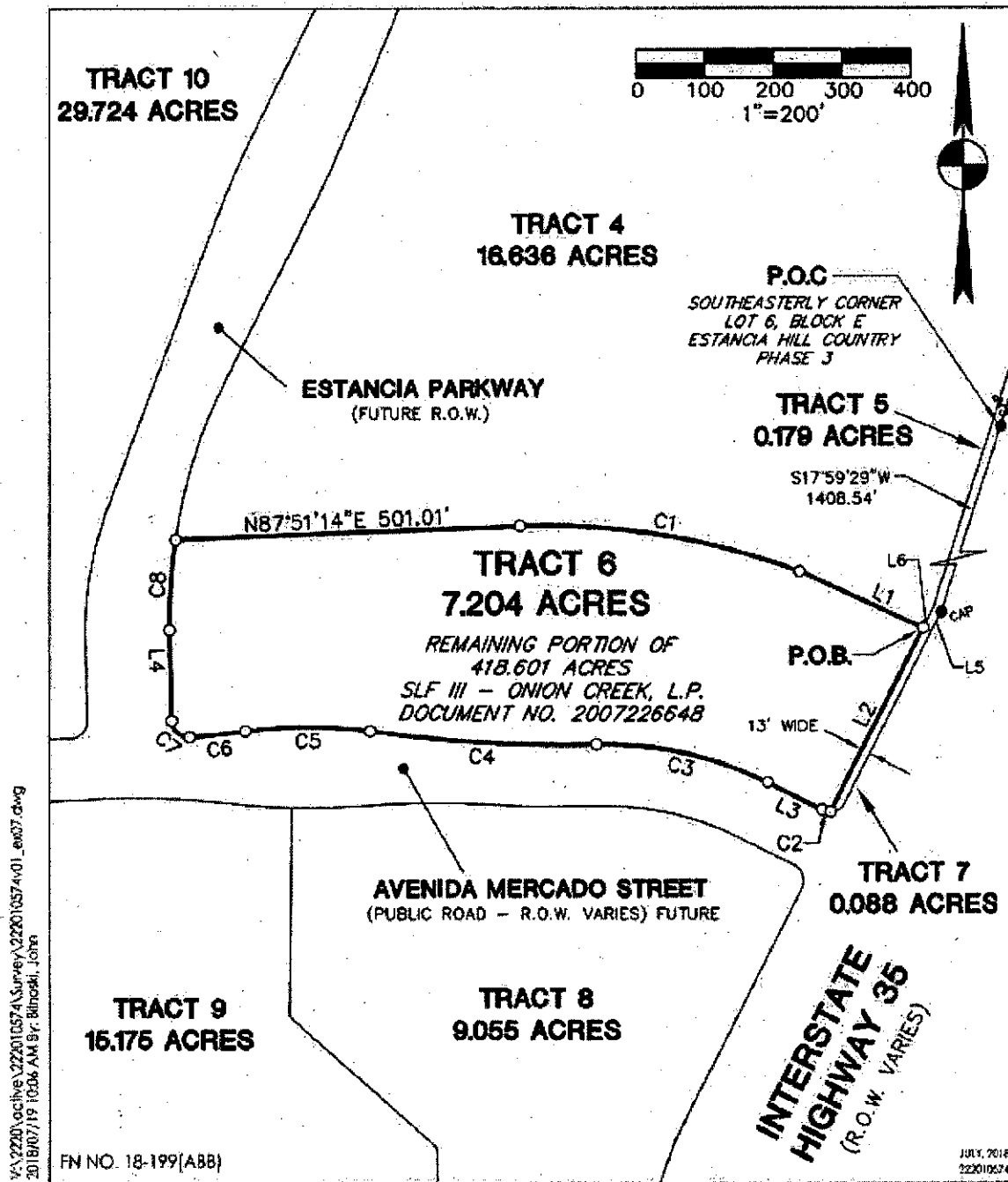


EXHIBIT A



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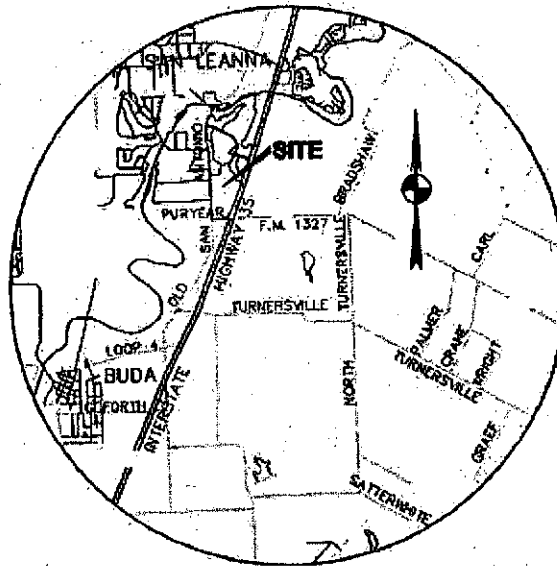


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Client/Project
ESTANCIA HILL COUNTRY
IMPROVEMENT AREA NO. 2
Figure No.
SHEET 1 OF 2
TRACT 6

EXHIBIT A



VICINITY MAP
N.T.S.

LEGEND

- O CALCULATED POINT
- 1/2" IRON ROD WITH "BURY"
CAP FOUND
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011). BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED BY RTK COOPERATIVE NETWORK, MANAGED BY WESTERN DATA SYSTEMS, INC.

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	413.70'	1048.58'	22°36'19"	N80°50'36"W	411.02'
C2	12.51'	25.00'	28°40'30"	N77°35'40"W	12.38'
C3	258.17'	525.00'	28°10'32"	N77°20'41"W	255.58'
C4	328.69'	1963.00'	9°35'38"	N86°38'08"W	328.31'
C5	180.92'	637.00'	16°16'22"	N89°58'31"W	180.31'
C6	81.41'	975.00'	4°47'03"	S84°16'50"W	81.39'
C7	40.18'	25.00'	92°05'04"	N47°17'07"W	35.99'
C8	131.82'	775.00'	9°44'43"	N03°37'47"E	131.66'

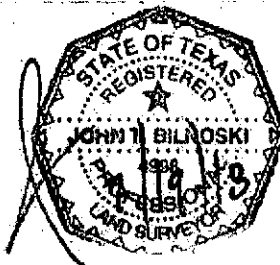
LINE TABLE

NO.	BEARING	DISTANCE
L1	N65°18'16"W	197.27'
L2	S26°44'35"W	299.88'
L3	N63°15'25"W	88.78'
L4	N1°14'35"W	131.25'
L5	S26°44'35"W	32.33'
L6	S65°18'16"E	13.01'

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Client/Project
ESTANCIA HILL COUNTRY
IMPROVEMENT AREA NO. 2
Figure No.
SHEET 2 OF 2
Title
TRACT 6

EXHIBIT A

TRACT 8

TRACT 8 - 9.055 ACRES
ESTANCIA HILL COUNTRY
IMPROVEMENT AREA NO. 2

FN. NO. 18-201(ABB)
JULY 12, 2018
JOB NO. 222010574

DESCRIPTION

A 9.055 ACRE TRACT OF LAND OUT OF THE TRINIDAD VARCINAS SURVEY NO. 535 SITUATED IN TRAVIS COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN 418.601 ACRE TRACT OF LAND CONVEYED TO SLF III - ONION CREEK, L.P. BY DEED OF RECORD IN 2007226648 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 9.055 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a concrete monument found at the intersection of the westerly right-of-way line of Interstate Highway 35 (R.O.W. varies) and the northerly line of Puryear Road (R.O.W. varies), being the southeasterly corner of said 418.601 acre tract;

THENCE, leaving the westerly right-of-way line of Interstate Highway 35, along the northerly right-of-way line of Puryear Road, being the southerly line of said 418.601 acre tract, for the southerly line hereof, the following two (2) courses and distances:

- 1) S59°49'40"W, a distance of 168.99 feet to a concrete monument found;
- 2) S89°15'05"W, a distance of 93.07 feet to the southwesterly corner hereof;

THENCE, leaving the northerly right-of-way line of Puryear Road, over and across said 418.601 acre tract, for the westerly line hereof, the following three (3) courses and distances:

- 1) N01°06'34"W, a distance of 346.76 feet to an angle point;
- 2) N48°09'22"W, a distance of 286.37 feet to an angle point;
- 3) N00°31'14"E, a distance of 303.99 feet to a point in the southerly right-of-way line of Future Avenida Mercado Street (not yet of record) for the northwesterly corner hereof;

THENCE, continuing over and across said 418.601 acre tract, along the southerly right-of-way line of Future Avenida Mercado Street, for the northerly line hereof, the following six (6) courses and distances:

EXHIBIT A

FN NO. 18-201(ABB)
JULY 12, 2018
PAGE 2 OF 3

- 1) Along a non-tangent curve to the left, having a radius of 1025.00 feet, a central angle of $5^{\circ}34'26''$, an arc length of 99.72 feet, and a chord which bears, $N88^{\circ}33'46''E$, a distance of 99.68 feet to the point of curvature of a reverse curve to the right;
- 2) Along said reverse curve to the right, having a radius of 1475.00 feet, a central angle of $7^{\circ}12'51''$, an arc length of 185.72 feet, and a chord which bears, $N89^{\circ}22'59''E$, a distance of 185.60 feet to the point of curvature of a reverse curve to the left;
- 3) Along said reverse curve to the left, having a radius of 2053.00 feet, a central angle of $4^{\circ}25'22''$, an arc length of 158.47 feet, and a chord which bears, $S89^{\circ}13'16''E$, a distance of 158.43 feet to the point of curvature of a reverse curve to the right;
- 4) Along said reverse curve to the right, having a radius of 435.00 feet, a central angle of $28^{\circ}10'32''$, an arc length of 213.91 feet, and a chord which bears, $S77^{\circ}20'41''E$, a distance of 211.77 feet to the end of said curve;
- 5) $S63^{\circ}15'25''E$, a distance of 88.78 feet to the point of curvature of a tangent curve to the right;
- 6) Along said tangent curve to the right, having a radius of 25.00 feet, a central angle of $90^{\circ}00'00''$, an arc length of 39.27 feet, and a chord which bears, $S18^{\circ}15'25''E$, a distance of 35.36 feet to a point in the easterly line of said 418.601 acre tract, being at the intersection of the southerly right-of-way line of Future Avenida Mercado Street and the westerly right-of-way line of Interstate Highway 35, for the northeasterly corner hereof;

THENCE, leaving the southerly right-of-way of Future Avenida Mercado Street, along the westerly right-of-way of Interstate Highway 35, being the easterly line of 418.601 acre tract, for the easterly line hereof, the following two (2) courses and distances:

- 1) $S26^{\circ}44'35''W$, a distance of 406.84 feet to a concrete monument found;

EXHIBIT A


FN NO. 18-201(ABB)
JULY 12, 2018-
PAGE 3 OF 3

- 2) S20°12'41"W, a distance of 292.68 feet to the **POINT OF BEGINNING**, containing an area of 9.055 acres (394,414 square feet) acres of land, more or less, within these metes and bounds.

BEARING BASIS: THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011), BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED BY RTK COOPERATIVE NETWORK, MANAGED BY WESTERN DATA SYSTEMS, INC.

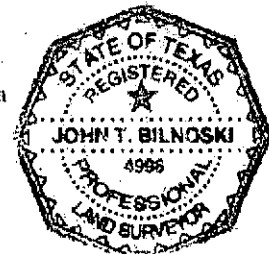
I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

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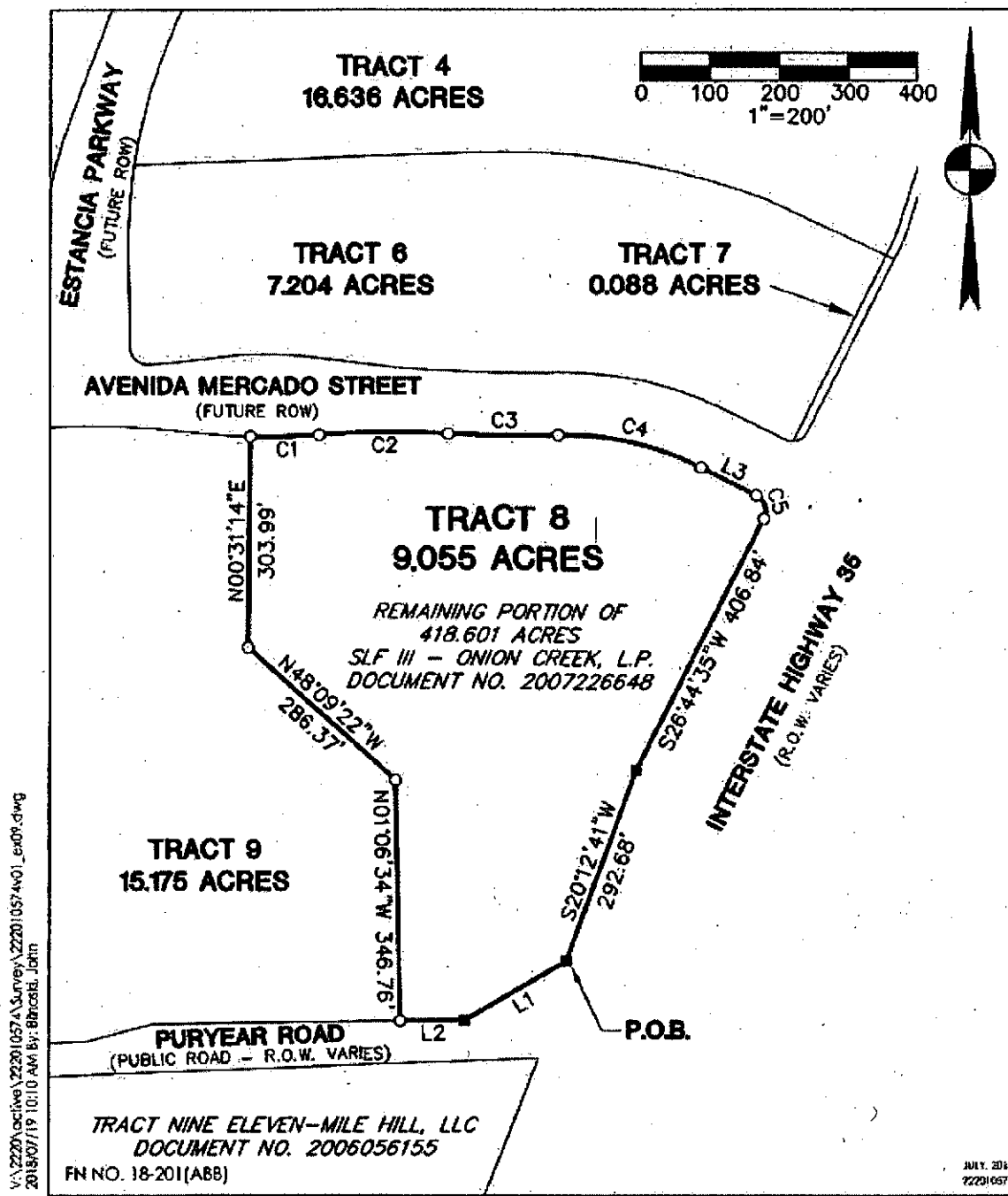
JOHN T. BILNOSKI
R.P.L.S. NO. 4998
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7/19/18
DATE

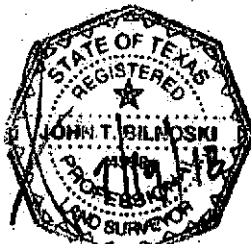


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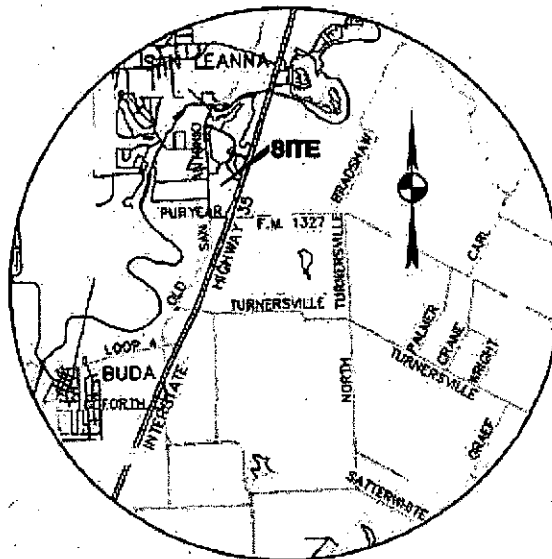


Client/Project
ESTANCIA HILL COUNTRY
IMPROVEMENT AREA NO. 2

Figure No.
SHEET 1 OF 2

Title
TRACT 8

EXHIBIT A



VICINITY MAP
N.T.S.

LEGEND

- CALCULATED POINT
- CONCRETE MONUMENT FOUND
- P.O.B. POINT OF BEGINNING

BEARING BASIS NOTE

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011), BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED BY RTK COOPERATIVE NETWORK, MANAGED BY WESTERN DATA SYSTEMS, INC.

LINE TABLE

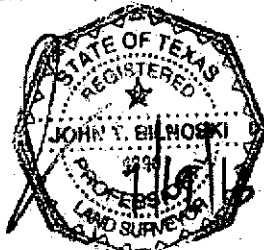
NO.	BEARING	DISTANCE
L1	S59°49'40"W	158.99'
L2	S89°15'05"W	93.07'
L3	S63°15'25"E	88.78'

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	99.72'	1025.00'	5°34'26"	N88°33'46"E	99.68'
C2	185.72'	1475.00'	7°12'51"	N89°22'59"E	185.60'
C3	158.47'	2053.00'	4°25'22"	S89°13'16"E	158.43'
C4	213.91'	435.00'	28°10'32"	S77°20'41"E	211.77'
C5	39.27'	25.00'	90°00'00"	S18°15'25"E	35.36'



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Client/Project
ESTANCIA HILL COUNTRY
IMPROVEMENT AREA NO. 2
Figure No.
SHEET 2 OF 2
Title
TRACT 8

EXHIBIT A

TRACT 9

TRACT 9 - 15.175 ACRES
ESTANCIA HILL COUNTRY
IMPROVEMENT AREA NO. 2

FN. NO. 18-202(ABB)
JULY 12, 2018
JOB NO. 222010574

DESCRIPTION

A 15.175 ACRE TRACT OF LAND OUT OF THE TRINIDAD VARCINAS SURVEY NO. 535 SITUATED IN TRAVIS COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN 418.601 ACRE TRACT OF LAND CONVEYED TO SLF III - ONION CREEK, L.P. BY DEED OF RECORD IN 2007226648 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 15.175 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod with "BURY" cap found at the intersection of the easterly right-of-way line of Old San Antonio Street (R.O.W. varies) and the northerly right-of-way line of Puryear Road (R.O.W. varies) for the southwesterly corner hereof;

THENCE, N02°19'59"W, leaving the northerly right-of-way line of Puryear Road, along the easterly right-of-way line of Old San Antonio Road, for the westerly line hereof, a distance of 858.39 feet to the point of curvature of a curve to the right being at the intersection of the easterly right-of-way line of Old San Antonio Road and the southerly right-of-way line of Future Avenida Mercado Street, not yet of record, for the northwesterly corner hereof;

THENCE, leaving the easterly right-of-way line of Old San Antonio Road, over and across said 418.601 acre tract, along the southerly right-of-way line of Future Avenida Mercado Street, for the northerly line hereof, the following four (4) courses and distances:

- 1) Along a tangent curve to the right, having a radius of 25.00 feet, a central angle of 89°39'16", an arc length of 39.12 feet, and a chord which bears, N42°29'38"E, a distance of 35.25 feet to the point of tangency of said curve;
- 2) N87°19'16"E, a distance of 370.90 feet to a point of curvature of a tangent curve to the right;
- 3) Along said tangent curve to the right, having a radius of 975.00 feet, a central angle of 9°49'22", an arc length of 167.16 feet, and a chord which bears, S87°46'03"E, a distance of 166.95 feet to the point of curvature of a reverse curve to the left;

EXHIBIT A

FN NO. 18-202 (ABB)

JULY 12, 2018

PAGE 2 OF 2

- 4) Along said reverse curve to the left, having a radius of 1025.00 feet, a central angle of $5^{\circ}47'39''$, an arc length of 103.66 feet, and a chord which bears, $S85^{\circ}45'11''E$, a distance of 103.61 feet to the northeasterly corner hereof;

THENCE, leaving the southerly right-of-way line of Future Avenida Mercado Street, continuing over and across said 418.601 acre tract, for the easterly line hereof, the following three (3) courses and distances:

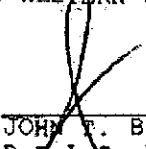
- 1) $S00^{\circ}31'14''W$, a distance of 303.99 feet to an angle point;
- 2) $S48^{\circ}09'22''E$, a distance of 286.37 feet to an angle point;
- 3) $S01^{\circ}06'34''E$, a distance of 346.76 feet to a point in the northerly right-of-way line of Puryear Road, being the southerly line of said 418.601 acre tract, for the southeasterly corner hereof;

THENCE, along the northerly right-of-way line of Puryear Road, being the southerly line of said 418.601 acre tract, for the southerly line hereof, the following three (3) courses and distances:

- 1) $S89^{\circ}15'05''W$, a distance of 358.09 feet to a concrete monument found;
- 2) $S74^{\circ}58'58''W$, a distance of 95.27 feet to a 1/2 inch iron rod with "BURY" cap found;
- 3) $S87^{\circ}43'31''W$, a distance of 397.04 feet to the **POINT OF BEGINNING**, containing an area of 15.175 acres (661,005 square feet) acres of land, more or less, within these metes and bounds.

BEARING BASIS: THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011), BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED BY RTK COOPERATIVE NETWORK, MANAGED BY WESTERN DATA SYSTEMS, INC.

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DATE

7/19/18

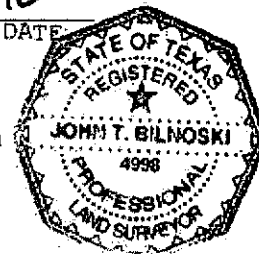
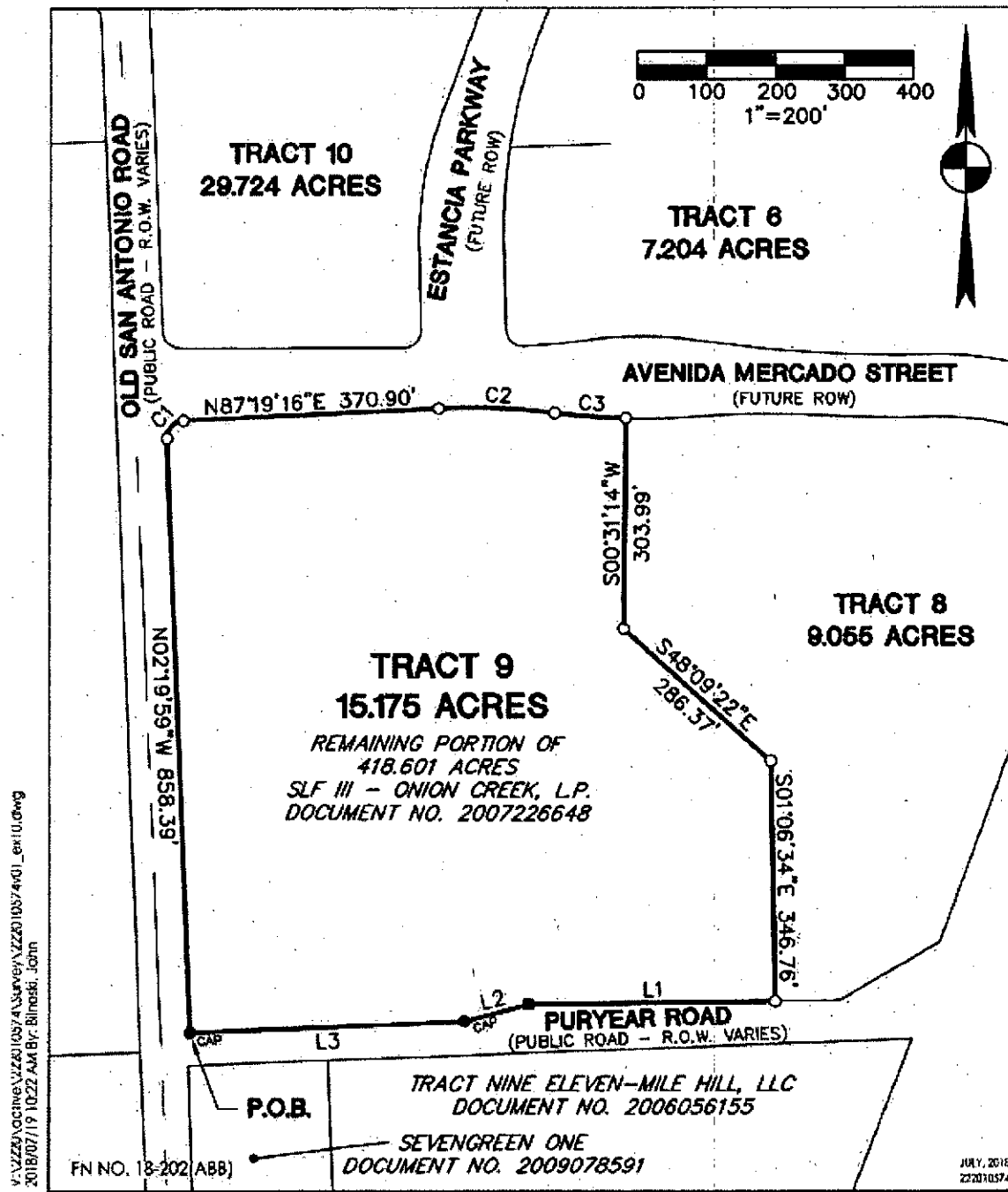


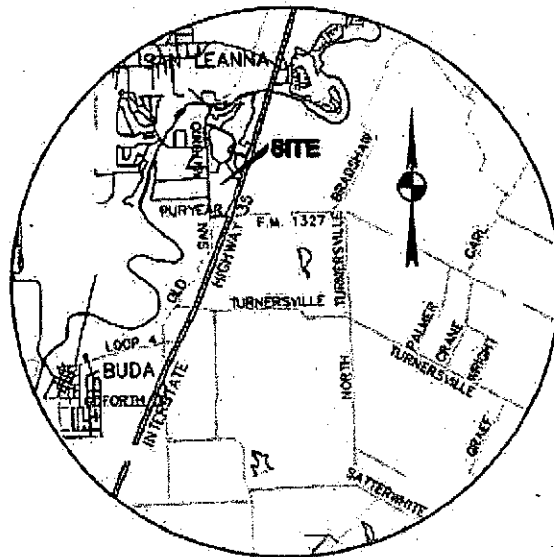
EXHIBIT A



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EXHIBIT A



VICINITY MAP
N.T.S.

LEGEND

- CALCULATED POINT
- CONCRETE MONUMENT FOUND
- CAP 1/2 INCH IRON ROD WITH "BURY" CAP FOUND
- P.O.B. POINT OF BEGINNING

BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011), BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED BY RTK COOPERATIVE NETWORK, MANAGED BY WESTERN DATA SYSTEMS, INC.

LINE TABLE

NO.	BEARING	DISTANCE
L1	S89°15'05"W	358.09'
L2	S74°58'58"W	95.27'
L3	S87°43'31"W	397.04'

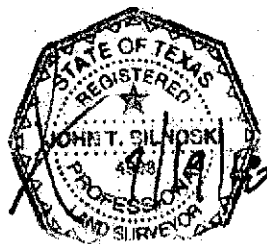
CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	39.12'	25.00'	89°39'16"	N42°29'38"E	35.25'
C2	167.16'	975.00'	9°49'22"	S87°46'03"E	166.95'
C3	103.66'	1025.00'	5°47'39"	S85°45'11"E	103.61'

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ESTANCIA HILL COUNTRY

IMPROVEMENT AREA NO. 2

Figure No.

SHEET 2 OF 2

Site

TRACT 9

EXHIBIT A

TRACT 10

TRACT 10 - 29.724 ACRES
ESTANCIA HILL COUNTRY
IMPROVEMENT AREA NO. 2

FN. NO. 18-204(ABB)
JULY 16, 2018
JOB NO. 222010574

DESCRIPTION

A 29.724 ACRE TRACT OF LAND OUT OF THE TRINIDAD VARCINAS SURVEY NO. 535 SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 418.601 ACRE TRACT OF LAND CONVEYED TO SLF III - UNION CREEK, L.P. BY DEED OF RECORD IN 2007226648 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 29.724 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod with "BURY" cap found in the easterly right-of-way line of Old San Antonio Road (R.O.W. varies), being the southwesterly corner of Lot 4, Block "D" Estancia Hill Country Subdivision Phase 1 of record in Document No. 201300225 of said Official Public Records, for the northwesterly corner hereof;

THENCE, N86°30'04"E, along the southerly line of said Lot 4, for the northerly line hereof, a distance of 696.32 feet to a 1/2 inch iron rod with "BURY" cap found in the westerly right-of-way line of Future Estancia Parkway (not yet of record) being the southeasterly corner of said Lot 4;

THENCE, leaving the southeasterly corner of said Lot 4, over and across said 418.601 acre tract, along the westerly right-of-way line of Future Estancia Parkway, for the easterly line hereof, the following nine (9) courses and distances:

- 1) Along a non-tangent curve to the left, having a radius of 515.00 feet, a central angle of 8°35'22", an arc length of 77.20 feet, and a chord which bears, S28°08'29"E, a distance of 77.13 feet to the end of said curve;
- 2) S32°26'10"E, a distance of 180.92 feet to the point of curvature of a tangent curve to the right;
- 3) Along said tangent curve to the right, having a radius of 578.00 feet, a central angle of 58°57'57", an arc length of 594.85 feet, and a chord which bears, S02°57'11"E, a distance of 568.94 feet to the point of tangency of said curve;
- 4) S26°31'48"W, a distance of 341.13 feet to a 1/2 inch iron rod with "STANTEC" cap set, for the point of curvature of a tangent curve to the left;

EXHIBIT A

FN NO. 18-204(ABB)

JULY 16, 2018

PAGE 2 OF 3

- 5) Along said tangent curve to the left, having a radius of 1537.00 feet, a central angle of $5^{\circ}55'23''$, an arc length of 158.89 feet, and a chord which bears, $S23^{\circ}34'06''W$, a distance of 158.82 feet to the point of tangency of said curve;
- 6) $S20^{\circ}36'25''W$, a distance of 425.68 feet to the point of curvature of a tangent curve to the left;
- 7) Along said tangent curve to the left, having a radius of 525.00 feet, a central angle of $21^{\circ}51'00''$, an arc length of 200.21 feet, and a chord which bears, $S09^{\circ}40'55''W$, a distance of 199.00 feet to point of tangency of said curve;
- 8) $S01^{\circ}14'35''E$, a distance of 117.99 feet to the point of curvature of a tangent curve to the right;
- 9) Along said tangent curve to the right, having a radius of 25.00 feet, a central angle of $91^{\circ}10'58''$, an arc length of 39.79 feet, and a chord which bears, $S44^{\circ}20'54''W$, a distance of 35.72 feet to the point of tangency at the intersection of the westerly right-of-way line of Future Estancia Parkway and the northerly right-of-way line of Future Avenida Mercado Street, not yet of record, for the southeasterly corner hereof;

THENCE, leaving the westerly right-of-way line of Future Estancia Parkway, continuing over and across said 418.601 acre tract, along the northerly right-of-way line of Future Avenida Mercado Street, for the southerly line hereof, the following two (2) courses and distances:

- 1) $S89^{\circ}56'23''W$, a distance of 324.69 feet to the point of curvature of a non-tangent curve to the right;
- 2) Along said non-tangent curve to the right, having a radius of 25.00 feet, a central angle of $87^{\circ}43'49''$, an arc length of 38.28 feet, and a chord which bears, $N46^{\circ}11'46''W$, a distance of 34.65 feet to an angle point at the intersection of the northerly right-of-way line of Future Avenida Mercado Street and the easterly right-of-way line of Old San Antonio Street, for the southwesterly corner hereof;

EXHIBIT A

FN NO. 18-204(ABB)
JULY 16, 2018
PAGE 3 OF 3

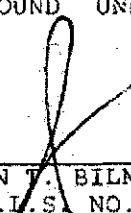
THENCE, leaving the northerly right-of-way line of Future Avenida Mercado Street, along the easterly right-of-way line of Old San Antonio Street, for the westerly line hereof, the following two (2) courses and distances:

- 1) N02°19'59"W, a distance of 277.58 feet to a 1/2 inch iron rod with "BURY" cap found;
- 2) N02°38'02"W, a distance of 1636.03 feet to the **POINT OF BEGINNING**, containing an area of 29.724 acres (1,294,763 square feet) acres of land, more or less, within these metes and bounds.

BEARING BASIS: THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011), BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED BY RTK COOPERATIVE NETWORK, MANAGED BY WESTERN DATA SYSTEMS, INC.

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

STANTEC CONSULTING
SERVICES INC.
1905 ALDRICH STREET
SUITE 300
AUSTIN, TEXAS 78723


JOHN T. BILNOSKI
R.P.L.S. NO. 4998
STATE OF TEXAS
TBPLS # 10194230
john.bilnoski@stantec.com

7/19/18
DATE

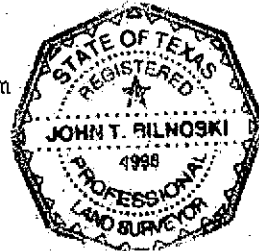
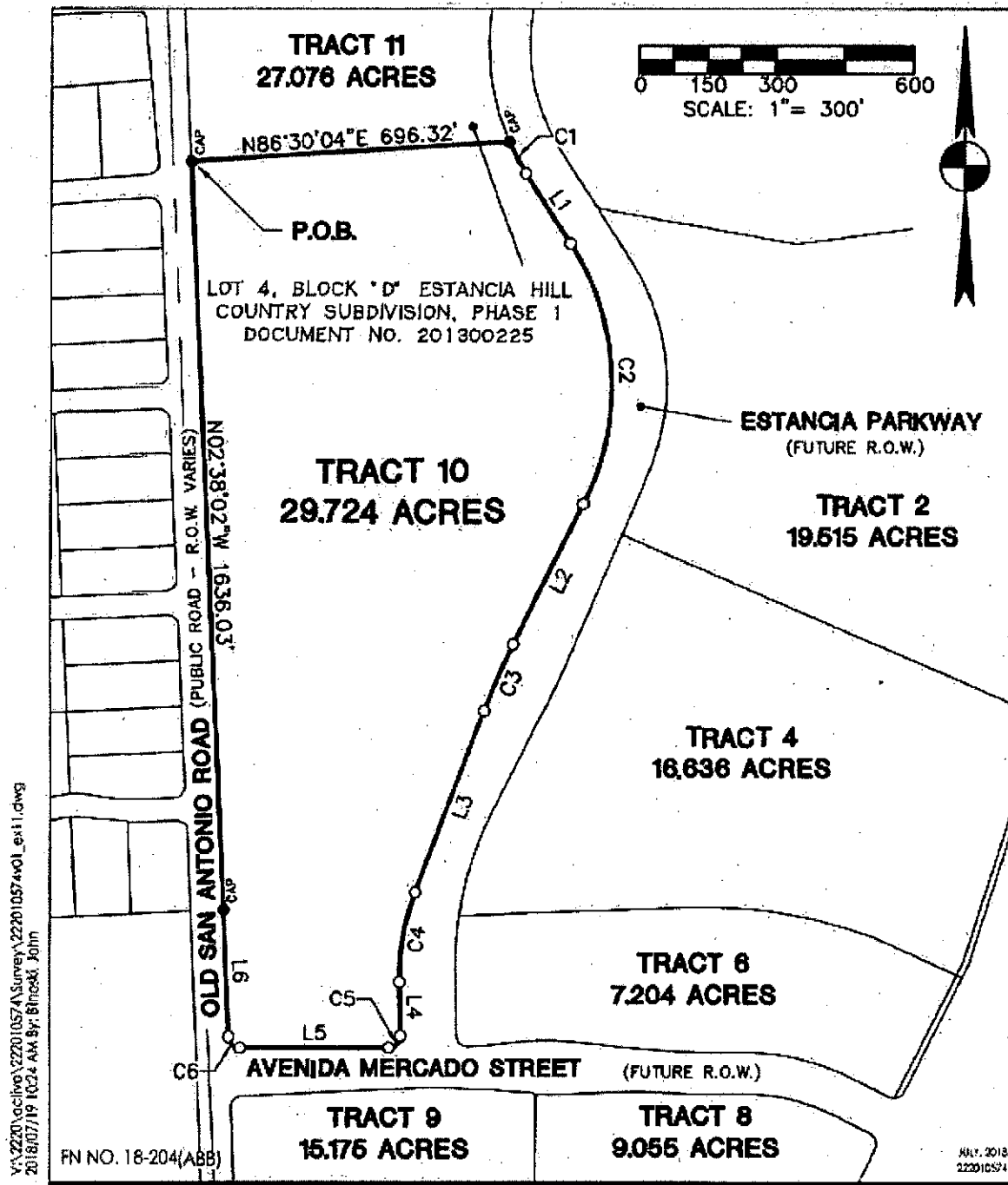


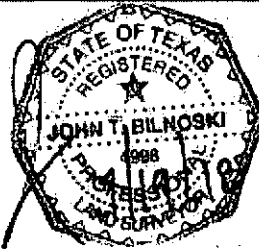
EXHIBIT A



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2018/07/19 10:24 AM By: BIRNOSK, John



1905 Aldrich Street, Suite 300
Austin, TX 78723
T&PE # F-6324 TBPLS # 10194230
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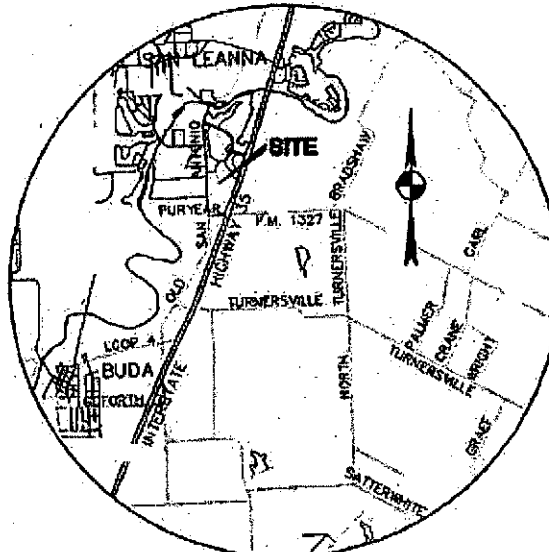


Client/Project
ESTANCIA HILL COUNTRY
IMPROVEMENT AREA NO. 2

Figure No.
SHEET 1 OF 2

Title
TRACT 10

EXHIBIT A



VICINITY MAP
N.T.S.

LEGEND

- CALCULATED POINT
- CAP 1/2" IRON ROD WITH BURY CAP FOUND
- P.O.B. POINT OF BEGINNING

BEARING BASIS NOTE

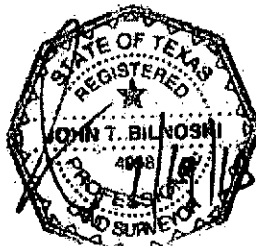
THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011), BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED BY RTK COOPERATIVE NETWORK, MANAGED BY WESTERN DATA SYSTEMS, INC.

LINE TABLE			CURVE TABLE					
NO.	BEARING	DISTANCE	NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
L1	S32°26'10"E	180.92'	C1	77.20'	515.00'	8°35'22"	S28°08'29"E	77.13'
L2	S26°31'48"W	341.13'	C2	594.85'	578.00'	58°57'57"	S02°57'11"E	568.94'
L3	S20°36'25"W	425.68'	C3	158.89'	1537.00'	5°55'23"	S23°34'06"W	158.82'
L4	S1°14'35"E	117.99'	C4	200.21'	525.00'	21°51'00"	N09°40'55"E	199.00'
L5	S89°56'23"W	324.69'	C5	39.79'	25.00'	91°10'58"	S44°20'54"W	35.72'
L6	N2°19'59"W	277.58'	C6	38.28'	25.00'	87°43'49"	N46°11'46"W	34.65'

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2018/07/19 9:16 AM By: Burdland, Austin



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Client/Project
ESTANCIA HILL COUNTRY
IMPROVEMENT AREA NO. 2
Figure No.
SHEET 2 OF 2
TRACT 10

EXHIBIT A

EXHIBIT B

**MAP OF DISTRICT, IMPROVEMENT AREA #1, IMPROVEMENT AREA #2 AND
IMPROVEMENT AREA #3**

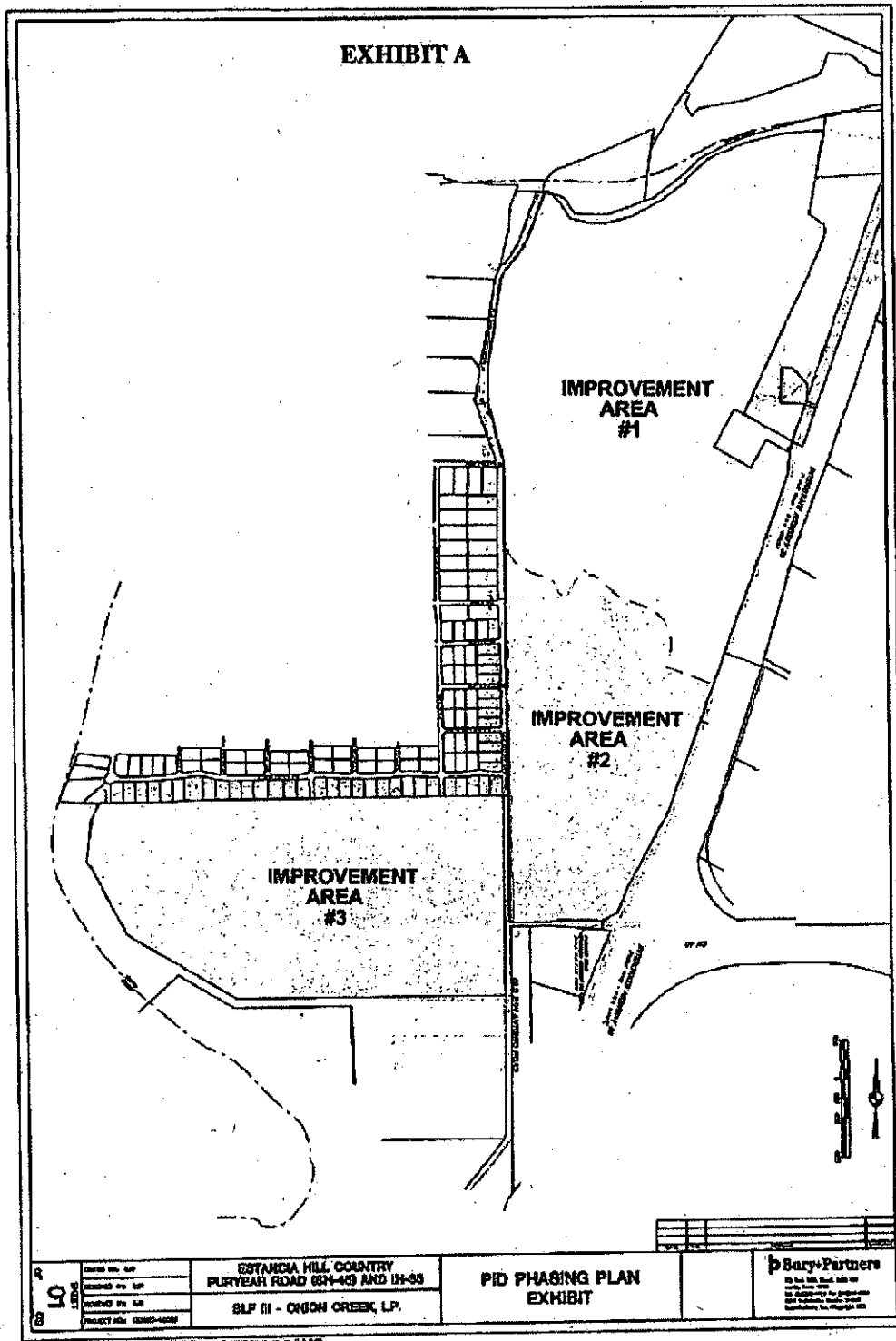


EXHIBIT A

EXHIBIT C ALLOCATION OF AUTHORIZED IMPROVEMENTS

	Total Costs	Improvement Area #1		Improvement Area #2	
		%	Cost	%	Cost
Improvement Area #1 Improvements					
Wastewater Line #1	\$ 1,488,735	100%	\$ 1,488,735	0%	\$ -
Wastewater Line #2	174,745	100%	174,745	0%	-
Water Line	1,226,448	100%	1,226,448	0%	-
Estancia Parkway (Phase 1)	2,697,181	100%	2,697,181	0%	-
Camino Vaquero Parkway	507,363	100%	507,363	0%	-
Existing Central Pond Improvements	179,080	100%	179,080	0%	-
Wet Pond North	464,459	100%	464,459	0%	-
Wet Pond West	464,459	100%	464,459	0%	-
TXDOT Ramp Design	200,000	100%	200,000	0%	-
Drainage	1,833,040	100%	1,833,040	0%	-
Entry Monumentation	568,875	100%	568,875	0%	-
Hardscape	456,876	100%	456,876	0%	-
Landscape	970,206	100%	970,206	0%	-
Hike and Bike Trail System	345,799	100%	345,799	0%	-
Erosion Control and Misc. bond costs	816,017	100%	816,017	0%	-
Misc. Soft costs (fees, fiscals, etc.)	1,416,789	100%	1,416,789	0%	-
	\$ 13,810,072		\$ 13,810,072		\$ -
Improvement Area #2 Improvements					
Estancia Parkway Extension	\$ 3,710,688	0%	\$ -	100%	\$ 3,710,688
Avenida Mercado Street	1,613,254	0%	-	100%	1,613,254
OSR Turn Lanes at Avenida Mercado	338,905	0%	-	100%	338,905
West Water Quality/Detention Pond	1,038,651	0%	-	100%	1,038,651
Water Line Improvements (SBFR)	260,892	0%	-	100%	260,892
Wastewater Improvements (OSR)	463,838	0%	-	100%	463,838
SBFR Right Turn Lane at Mercado	143,000	0%	-	100%	143,000
	\$ 7,569,228		\$ -		\$ 7,569,228
Improvement Area #1 Initial Bond Issuance Costs					
Debt Service Reserve Fund	\$ 1,259,000	100%	\$ 1,259,000	0%	\$ -
Capitalized Interest	981,105	100%	981,105	0%	-
Underwriter Discount	251,800	100%	251,800	0%	-
Cost of Issuance	451,500	100%	451,500	0%	-
	\$ 2,943,405		\$ 2,943,405		\$ -
Improvement Area #1 Parity Bond Issuance Costs					
Debt Service Reserve Fund	\$ 426,500	100%	\$ 426,500	0%	\$ -
Capitalized Interest	-	100%	-	0%	-
Underwriter Discount	127,950	100%	127,950	0%	-
Cost of Issuance	393,365	100%	393,365	0%	-
	\$ 947,815		\$ 947,815		\$ -
Improvement Area #2 Bond Issuance Costs					
Debt Service Reserve Fund	\$ 830,500	0%	\$ -	100%	\$ 830,500
Capitalized Interest	347,850	0%	-	100%	347,850
Underwriter Discount	249,150	0%	-	100%	249,150
Cost of Issuance	638,585	0%	-	100%	638,585
	\$ 2,066,085		\$ -		\$ 2,066,085
Total	\$ 27,336,605		\$ 17,701,292		\$ 9,635,313

Notes: Costs provided by Owner, revised as of 11.5.18.

EXHIBIT A

EXHIBIT D SERVICE PLAN

Improvement Area #1					
Installments Due	1/31/2019	1/31/2020	1/31/2021	1/31/2022	1/31/2023
Improvement Area #1 Initial Bond					
Principal	\$ 750,000	\$ 795,000	\$ 845,000	\$ 895,000	\$ 945,000
Interest	593,700	548,700	501,000	450,300	396,600
Additional Interest					
(1)	\$ 1,343,700	\$ 1,343,700	\$ 1,345,000	\$ 1,345,300	\$ 1,341,600
Improvement Area #1 Parity Bond					
Principal	\$ 225,000	\$ 235,000	\$ 280,000	\$ 325,000	\$ 385,000
Interest	143,588	161,600	152,200	141,000	128,000
Additional Interest	21,325	20,200	19,025	17,625	16,000
(2)	\$ 389,913	\$ 416,800	\$ 451,225	\$ 483,625	\$ 529,000
Overpayment/Credit					
Administrative Expenses	\$ 47,934	(47,934)			
(3)	\$ 438,680	\$ 39,453	\$ 40,243	\$ 41,047	\$ 41,868
(4)	\$ 86,614	\$ (8,481)	\$ 40,243	\$ 41,047	\$ 41,868
(4) = (1) + (2) + (3)	\$ 1,820,227	\$ 1,752,019	\$ 1,837,468	\$ 1,869,972	\$ 1,912,468

Improvement Area #2					
Installments Due	1/31/2019	1/31/2020	1/31/2021	1/31/2022	1/31/2023
Improvement Area #2 Bond					
Principal	\$ -	\$ 325,000	\$ 360,000	\$ 395,000	\$ 430,000
Interest	-	413,288	398,663	382,463	364,688
Additional Interest	-	41,525	39,900	38,100	36,125
(1)	\$ -	\$ 779,813	\$ 798,563	\$ 815,563	\$ 830,813
Improvement Area #2 Reimbursement Obligation					
Principal	\$ -	\$ 50,002	\$ 55,292	\$ 60,928	\$ 66,931
Interest	-	74,498	71,697	68,601	65,189
(2)	\$ -	\$ 124,499	\$ 126,989	\$ 129,529	\$ 132,120
(3)	\$ -	\$ 26,847	\$ 27,383	\$ 27,931	\$ 28,490
(4) = (1) + (2) + (3)	\$ -	\$ 931,158	\$ 952,935	\$ 973,023	\$ 991,422

EXHIBIT A

EXHIBIT E SOURCES AND USES OF FUNDS

	Improvement Area #1	Improvement Area #2
SOURCES OF FUNDS		
Improvement Area #1 Initial Bond Par (a)	\$ 12,590,000	\$ -
Improvement Area #1 Parity Bond Par	4,265,000	-
Improvement Area #1 Net Premium	15,339	-
Improvement Area #2 Bond Par	-	8,305,000
Improvement Area #2 Reimbursement Obligation	-	1,330,313
Improvement Area #1 Owner Contribution (b)	830,953	-
	\$ 17,701,292	\$ 9,635,313
USES OF FUNDS		
Authorized Improvements	\$ 13,810,072	\$ 7,569,228
Improvement Area #1 Initial Bond		
Debt Service Reserve Fund	\$ 1,259,000	\$ -
Capitalized Interest	981,105	-
Underwriter Discount	251,800	-
Cost of Issuance	451,500	-
	\$ 2,943,405	\$ -
Improvement Area #1 Parity Bond		
Debt Service Reserve Fund	\$ 426,500	\$ -
Underwriter Discount	127,950	-
Cost of Issuance	393,365	-
	\$ 947,815	\$ -
Improvement Area #2 Bond		
Debt Service Reserve Fund	\$ -	\$ 830,500
Capitalized Interest	-	347,850
Underwriter Discount	-	249,150
Cost of Issuance	-	638,585
	\$ -	\$ 2,066,085
	\$ 17,701,292	\$ 9,635,313

(a) \$12,590,000 was the Improvement Area #1 Initial Par, of which \$9,895,000 remains outstanding.

(b) The Improvement Area #1 Owner Contribution has already occurred.

EXHIBIT F-1

EXHIBIT F-1

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EXHIBIT A

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EXHIBIT A

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Note: The overpayment is a result of Improvement Area #1 PID Bonds being issued after the bills had already been prepared for the Annual Installment due 1/31/19.

EXHIBIT A

EXHIBIT F-2

PROJECTED IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installment Due January 31,	Improvement Area #1 Initial Bond				Improvement Area #1 Parity Bond				Overpayment to be Credited Next	
	Principal	Interest	Additional Interest		Principal	Interest	Additional Interest		Administrative Expenses	Total Annual Installment
2019	\$ 750,000	\$ 593,700	\$ -		\$ 225,000	\$ 143,588	\$ 21,325		\$ 38,680	\$ 1,820,227
2020	\$ 795,000	\$ 548,700	\$ -		\$ 235,000	\$ 161,600	\$ 20,200		\$ 39,453	\$ 1,752,019
2021	\$ 845,000	\$ 501,000	\$ -		\$ 280,000	\$ 152,200	\$ 19,025		\$ 40,243	\$ 1,837,468
2022	\$ 895,000	\$ 450,300	\$ -		\$ 325,000	\$ 141,000	\$ 17,625		\$ 41,047	\$ 1,869,972
2023	\$ 945,000	\$ 396,600	\$ -		\$ 385,000	\$ 128,000	\$ 16,000		\$ 41,868	\$ 1,912,468
2024	\$ 1,005,000	\$ 339,900	\$ -		\$ 435,000	\$ 112,600	\$ 14,075		\$ 42,706	\$ 1,949,281
2025	\$ 1,065,000	\$ 279,600	\$ -		\$ 495,000	\$ 95,200	\$ 11,900		\$ 43,560	\$ 1,990,260
2026	\$ 1,130,000	\$ 215,700	\$ -		\$ 560,000	\$ 75,400	\$ 9,425		\$ 44,431	\$ 2,034,956
2027	\$ 1,195,000	\$ 147,900	\$ -		\$ 625,000	\$ 53,000	\$ 6,625		\$ 45,320	\$ 2,072,845
2028	\$ 1,270,000	\$ 76,200	\$ -		\$ 700,000	\$ 28,000	\$ 3,500		\$ 46,226	\$ 2,123,926
Total	\$ 9,895,000	\$ 3,549,600	\$ -		\$ 4,265,000	\$ 1,090,588	\$ 139,700		\$ 423,534	\$ 19,363,422

Note: The overpayment is a result of Improvement Area #1 PID Bonds being issued after the bills had already been prepared for the Annual Installment due 1/31/19. The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT A

EXHIBIT F-3

PROJECTED LOT TYPE 1 ANNUAL INSTALLMENTS PER LOT

Annual Installment Due January 31	Improvement Area #1 Initial Bond				Improvement Area #1 Parity Bond				Overpayment to be Credited Next Annual Installment	
	Principal	Interest	Additional Interest		Principal	Interest	Additional Interest		Administrative Expenses	Total Annual Installment
2019	\$ 554.72	\$ 439.11	\$ -		\$ 166.41	\$ 106.20	\$ 15.77		\$ 28.61	\$ 35.45
2020	\$ 588.00	\$ 405.83	\$ -		\$ 173.81	\$ 119.52	\$ 14.94		\$ 29.18	\$ (35.45)
2021	\$ 624.98	\$ 370.55	\$ -		\$ 207.09	\$ 112.57	\$ 14.07		\$ 29.76	\$ -
2022	\$ 661.96	\$ 333.05	\$ -		\$ 240.38	\$ 104.29	\$ 13.04		\$ 30.36	\$ -
2023	\$ 698.94	\$ 293.33	\$ -		\$ 284.75	\$ 94.67	\$ 11.83		\$ 30.97	\$ -
2024	\$ 743.32	\$ 251.40	\$ -		\$ 321.74	\$ 83.28	\$ 10.41		\$ 31.59	\$ -
2025	\$ 787.70	\$ 206.80	\$ -		\$ 366.11	\$ 70.41	\$ 8.80		\$ 32.22	\$ -
2026	\$ 835.77	\$ 159.54	\$ -		\$ 414.19	\$ 55.77	\$ 6.97		\$ 32.86	\$ -
2027	\$ 883.85	\$ 109.39	\$ -		\$ 462.26	\$ 39.20	\$ 4.90		\$ 33.52	\$ -
2028	\$ 939.32	\$ 56.36	\$ -		\$ 517.74	\$ 20.71	\$ 2.59		\$ 34.19	\$ -
Total	\$ 7,318.56	\$ 2,625.36	\$ -		\$ 3,154.49	\$ 806.62	\$ 103.33		\$ 313.25	\$ 14,931.61

Note: The overpayment is a result of Improvement Area #1 PID Bonds being issued after the bills had already been prepared for the Annual Installment due 1/31/19. The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT A

EXHIBIT F-4

PROJECTED LOT TYPE 2 ANNUAL INSTALLMENTS PER LOT

Annual Installment Due January 31,	Improvement Area #1 Initial Bond				Improvement Area #1 Parity Bond				Overpayment to be Credited Next Annual Installment		Total Annual Installment
	Principal	Interest	Additional Interest		Principal	Interest	Additional Interest		Administrative Expenses		
2019	\$ 751.18	\$ 594.63	\$ -		\$ 225.35	\$ 143.81	\$ 21.36		\$ 38.74	\$ 48.01	\$ 1,823.09
2020	\$ 796.25	\$ 549.56	\$ -		\$ 235.37	\$ 161.85	\$ 20.23		\$ 39.52	\$ (48.01)	\$ 1,754.77
2021	\$ 846.33	\$ 501.79	\$ -		\$ 280.44	\$ 152.44	\$ 19.05		\$ 40.31	\$ -	\$ 1,840.36
2022	\$ 896.41	\$ 451.01	\$ -		\$ 325.51	\$ 141.22	\$ 17.65		\$ 41.11	\$ -	\$ 1,872.91
2023	\$ 946.49	\$ 397.22	\$ -		\$ 385.61	\$ 128.20	\$ 16.03		\$ 41.93	\$ -	\$ 1,915.48
2024	\$ 1,006.58	\$ 340.43	\$ -		\$ 435.68	\$ 112.78	\$ 14.10		\$ 42.77	\$ -	\$ 1,952.35
2025	\$ 1,066.67	\$ 280.04	\$ -		\$ 495.78	\$ 95.35	\$ 11.92		\$ 43.63	\$ -	\$ 1,993.39
2026	\$ 1,131.78	\$ 216.04	\$ -		\$ 560.88	\$ 75.52	\$ 9.44		\$ 44.50	\$ -	\$ 2,038.16
2027	\$ 1,196.88	\$ 148.13	\$ -		\$ 625.98	\$ 53.08	\$ 6.64		\$ 45.39	\$ -	\$ 2,076.10
2028	\$ 1,272.00	\$ 76.32	\$ -		\$ 701.10	\$ 28.04	\$ 3.51		\$ 46.30	\$ -	\$ 2,127.27
Total	\$ 9,910.56	\$ 3,555.18	\$ -		\$ 4,271.71	\$ 1,092.30	\$ 139.92		\$ 424.20	\$ -	\$ 19,393.87

Note: The overpayment is a result of Improvement Area #1 PID Bonds being issued after the bills had already been prepared for the Annual Installment due 1/31/19. The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT A

EXHIBIT F-5

PROJECTED LOT TYPE 3 ANNUAL INSTALLMENTS PER LOT

Annual Installment Due January 31,	Improvement Area #1 Initial Bond			Improvement Area #1 Parity Bond			Overpayment to be Credited Next		Total Annual Installment
	Principal	Interest	Additional Interest	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment	
2019	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17
2020	\$ 793.67	\$ 547.78	\$ -	\$ 234.61	\$ 161.03	\$ 20.17	\$ 39.39	\$ (47.85)	\$ 1,749.08
2021	\$ 843.58	\$ 500.16	\$ -	\$ 279.53	\$ 151.94	\$ 18.99	\$ 40.18	\$ -	\$ 1,834.38
2022	\$ 893.50	\$ 449.54	\$ -	\$ 324.45	\$ 140.76	\$ 17.60	\$ 40.98	\$ -	\$ 1,866.83
2023	\$ 943.41	\$ 395.93	\$ -	\$ 384.35	\$ 127.79	\$ 15.97	\$ 41.80	\$ -	\$ 1,909.26
2024	\$ 1,003.31	\$ 339.33	\$ -	\$ 434.27	\$ 112.41	\$ 14.05	\$ 42.63	\$ -	\$ 1,946.01
2025	\$ 1,063.21	\$ 279.13	\$ -	\$ 494.17	\$ 95.04	\$ 11.88	\$ 43.49	\$ -	\$ 1,986.92
2026	\$ 1,128.10	\$ 215.34	\$ -	\$ 559.06	\$ 75.27	\$ 9.41	\$ 44.36	\$ -	\$ 2,031.54
2027	\$ 1,192.99	\$ 147.65	\$ -	\$ 623.95	\$ 52.91	\$ 6.61	\$ 45.24	\$ -	\$ 2,069.37
2028	\$ 1,267.87	\$ 76.07	\$ -	\$ 698.83	\$ 27.95	\$ 3.49	\$ 46.15	\$ -	\$ 2,120.36
Total	\$ 9,878.40	\$ 3,543.64	\$ -	\$ 4,257.84	\$ 1,088.76	\$ 139.47	\$ 422.82	\$ -	\$ 19,330.93

Note: The overpayment is a result of Improvement Area #1 PID Bonds being issued after the bills had already been prepared for the Annual Installment due 1/31/19. The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT A

EXHIBIT F-6

PROJECTED LOT TYPE 4 ANNUAL INSTALLMENTS PER LOT

Annual Installment Due January 31,	Improvement Area #1 Initial Bond				Improvement Area #1 Parity Bond				Overpayment to be Credited Next		Total Annual Installment
	Principal	Interest	Additional Interest		Principal	Interest	Additional Interest		Administrative Expenses	Annual Installment	
2019	\$ 962.67	\$ 762.05	\$ -		\$ 288.80	\$ 184.30	\$ 27.37		\$ 49.65	\$ 61.53	\$ 2,336.37
2020	\$ 1,020.43	\$ 704.29	\$ -		\$ 301.64	\$ 207.42	\$ 25.93		\$ 50.64	\$ (61.53)	\$ 2,248.82
2021	\$ 1,084.61	\$ 643.06	\$ -		\$ 359.40	\$ 195.36	\$ 24.42		\$ 51.65	\$ -	\$ 2,358.49
2022	\$ 1,148.78	\$ 577.99	\$ -		\$ 417.16	\$ 180.98	\$ 22.62		\$ 52.69	\$ -	\$ 2,400.22
2023	\$ 1,212.96	\$ 509.06	\$ -		\$ 494.17	\$ 164.30	\$ 20.54		\$ 53.74	\$ -	\$ 2,454.76
2024	\$ 1,289.97	\$ 436.28	\$ -		\$ 558.35	\$ 144.53	\$ 18.07		\$ 54.82	\$ -	\$ 2,502.01
2025	\$ 1,366.99	\$ 358.88	\$ -		\$ 635.36	\$ 122.19	\$ 15.27		\$ 55.91	\$ -	\$ 2,554.61
2026	\$ 1,450.42	\$ 276.86	\$ -		\$ 718.79	\$ 96.78	\$ 12.10		\$ 57.03	\$ -	\$ 2,611.98
2027	\$ 1,533.85	\$ 189.84	\$ -		\$ 802.22	\$ 68.03	\$ 8.50		\$ 58.17	\$ -	\$ 2,660.61
2028	\$ 1,630.12	\$ 97.81	\$ -		\$ 898.49	\$ 35.94	\$ 4.49		\$ 59.33	\$ -	\$ 2,726.18
Total	\$ 12,700.79	\$ 4,556.11	\$ -		\$ 5,474.37	\$ 1,399.83	\$ 179.31		\$ 543.63	\$ -	\$ 24,854.05

Note: The overpayment is a result of Improvement Area #1 PID Bonds being issued after the bills had already been prepared for the Annual Installment due 1/31/19. The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT A

EXHIBIT F-7

PROJECTED IMPROVEMENT AREA #1 PARCEL 1 - 5 ANNUAL INSTALLMENTS (TAX PARCEL 788256)

Annual Installment Due January 31,	Improvement Area #1 Initial Bond				Improvement Area #1 Parity Bond				Overpayment to be Credited Next		Total Annual Installment
	Principal	Interest	Additional Interest		Principal	Interest	Additional Interest		Administrative Expenses	Annual Installment	
2019	\$ 259,419.27	\$ 205,356.30	\$ -		\$ 77,825.78	\$ 49,666.11	\$ 7,376.15		\$ 13,379.08	\$ 16,580.09	\$ 629,602.78
2020	\$ 274,984.43	\$ 189,791.14	\$ -		\$ 81,284.71	\$ 55,896.21	\$ 6,987.03		\$ 13,646.66	\$ (16,580.09)	\$ 606,010.07
2021	\$ 292,279.05	\$ 173,292.07	\$ -		\$ 96,849.86	\$ 52,644.82	\$ 6,580.60		\$ 13,919.59	\$ -	\$ 635,565.99
2022	\$ 309,573.66	\$ 155,755.33	\$ -		\$ 112,415.02	\$ 48,770.82	\$ 6,096.35		\$ 14,197.98	\$ -	\$ 646,809.17
2023	\$ 326,868.28	\$ 137,180.91	\$ -		\$ 133,168.56	\$ 44,274.22	\$ 5,534.28		\$ 14,481.94	\$ -	\$ 661,508.20
2024	\$ 347,621.82	\$ 117,568.81	\$ -		\$ 150,463.18	\$ 38,947.48	\$ 4,868.44		\$ 14,771.58	\$ -	\$ 674,241.31
2025	\$ 368,375.37	\$ 96,711.50	\$ -		\$ 171,216.72	\$ 32,928.95	\$ 4,116.12		\$ 15,067.01	\$ -	\$ 688,415.68
2026	\$ 390,858.37	\$ 74,608.98	\$ -		\$ 193,699.72	\$ 26,080.28	\$ 3,260.04		\$ 15,368.35	\$ -	\$ 703,875.75
2027	\$ 413,341.37	\$ 51,157.48	\$ -		\$ 216,182.73	\$ 18,332.30	\$ 2,291.54		\$ 15,675.72	\$ -	\$ 716,981.13
2028	\$ 439,283.30	\$ 26,357.00	\$ -		\$ 242,124.65	\$ 9,684.99	\$ 1,210.62		\$ 15,989.24	\$ -	\$ 734,649.80
Total	\$ 3,422,604.93	\$ 1,227,779.53	\$ -		\$ 1,475,230.93	\$ 377,236.17	\$ 48,321.16		\$ 146,497.16	\$ -	\$ 6,697,659.88

Note: The overpayment is a result of Improvement Area #1 PID Bonds being issued after the bills had already been prepared for the Annual Installment due 1/31/19. The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT A

EXHIBIT F-8

PROJECTED IMPROVEMENT AREA #1 PARCEL 6 & 7 ANNUAL INSTALLMENTS (TAX PARCEL 894914)

Annual Installment Due January 31,	Improvement Area #1 Initial Bond				Improvement Area #1 Parity Bond				Overpayment to be Credited Next		Total Annual Installment
	Principal	Interest	Additional Interest		Principal	Interest	Additional Interest		Administrative Expenses	Annual Installment	
2019	\$ 76,666.92	\$ 60,689.54	\$ -		\$ 23,000.08	\$ 14,677.97	\$ 2,179.90		\$ 3,953.96	\$ 4,899.96	\$ 186,068.32
2020	\$ 81,266.94	\$ 56,089.52	\$ -		\$ 24,022.30	\$ 16,519.17	\$ 2,064.90		\$ 4,033.04	\$ (4,899.96)	\$ 179,095.90
2021	\$ 86,378.07	\$ 51,213.51	\$ -		\$ 28,622.32	\$ 15,558.27	\$ 1,944.78		\$ 4,113.70	\$ -	\$ 187,830.65
2022	\$ 91,489.20	\$ 46,030.82	\$ -		\$ 33,222.33	\$ 14,413.38	\$ 1,801.67		\$ 4,195.97	\$ -	\$ 191,153.38
2023	\$ 96,600.32	\$ 40,541.47	\$ -		\$ 39,355.69	\$ 13,084.49	\$ 1,635.56		\$ 4,279.89	\$ -	\$ 195,497.42
2024	\$ 102,733.68	\$ 34,745.45	\$ -		\$ 44,466.82	\$ 11,510.26	\$ 1,438.78		\$ 4,365.49	\$ -	\$ 199,260.48
2025	\$ 108,867.03	\$ 28,581.43	\$ -		\$ 50,600.17	\$ 9,731.59	\$ 1,216.45		\$ 4,452.80	\$ -	\$ 203,449.47
2026	\$ 115,511.50	\$ 22,049.41	\$ -		\$ 57,244.64	\$ 7,707.58	\$ 963.45		\$ 4,541.85	\$ -	\$ 208,018.43
2027	\$ 122,155.97	\$ 15,118.72	\$ -		\$ 63,889.10	\$ 5,417.80	\$ 677.22		\$ 4,632.69	\$ -	\$ 211,891.50
2028	\$ 129,822.66	\$ 7,789.36	\$ -		\$ 71,555.80	\$ 2,862.23	\$ 357.78		\$ 4,725.34	\$ -	\$ 217,113.17
Total	\$ 1,011,492.29	\$ 362,849.22	\$ -		\$ 435,979.24	\$ 71,113.48	\$ 14,280.49		\$ 43,294.73	\$ -	\$ 1,979,378.70

Note: The overpayment is a result of Improvement Area #1 PID Bonds being issued after the bills had already been prepared for the Annual Installment due 1/31/19. The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT A

EXHIBIT F-9

PROJECTED IMPROVEMENT AREA #1 PARCEL 8 ANNUAL INSTALLMENTS (TAX PARCEL 868486)

Annual Installment Due January 31,	Improvement Area #1 Initial Bond				Improvement Area #1 Parity Bond				Administrative Expenses	Overpayment to be Credited Next Annual Installment	Total Annual Installment
	Principal	Interest	Additional Interest		Principal	Interest	Additional Interest				
2019	\$ 80,504.53	\$ 63,727.39	\$ -		\$ 24,151.36	\$ 15,412.68	\$ 2,289.01		\$ 4,151.88	\$ 5,145.23	\$ 195,382.09
2020	\$ 85,334.81	\$ 58,897.12	\$ -		\$ 25,224.75	\$ 17,346.04	\$ 2,168.26		\$ 4,234.91	\$ (5,145.23)	\$ 188,060.66
2021	\$ 90,701.78	\$ 53,777.03	\$ -		\$ 30,055.03	\$ 16,337.05	\$ 2,042.13		\$ 4,319.61	\$ -	\$ 197,232.63
2022	\$ 96,068.75	\$ 48,334.92	\$ -		\$ 34,885.30	\$ 15,134.85	\$ 1,891.86		\$ 4,406.00	\$ -	\$ 200,721.68
2023	\$ 101,435.71	\$ 42,570.80	\$ -		\$ 41,325.66	\$ 13,739.44	\$ 1,717.43		\$ 4,494.12	\$ -	\$ 205,283.17
2024	\$ 107,876.08	\$ 36,484.66	\$ -		\$ 46,692.63	\$ 12,086.41	\$ 1,510.80		\$ 4,584.01	\$ -	\$ 209,234.58
2025	\$ 114,316.44	\$ 30,012.09	\$ -		\$ 53,132.99	\$ 10,218.71	\$ 1,277.34		\$ 4,675.69	\$ -	\$ 213,633.26
2026	\$ 121,293.50	\$ 23,153.10	\$ -		\$ 60,110.05	\$ 8,093.39	\$ 1,011.67		\$ 4,769.20	\$ -	\$ 218,430.92
2027	\$ 128,270.56	\$ 15,875.49	\$ -		\$ 67,087.11	\$ 5,688.99	\$ 711.12		\$ 4,864.58	\$ -	\$ 222,497.86
2028	\$ 136,321.01	\$ 8,179.26	\$ -		\$ 75,137.57	\$ 3,005.50	\$ 375.69		\$ 4,961.88	\$ -	\$ 227,980.90
Total	\$ 1,062,123.16	\$ 381,011.86	\$ -		\$ 457,802.46	\$ 117,063.08	\$ 14,995.31		\$ 45,461.87	\$ -	\$ 2,078,457.74

Note: The overpayment is a result of Improvement Area #1 PID Bonds being issued after the bills had already been prepared for the Annual Installment due 1/31/19. The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT A

EXHIBIT F-10

PROJECTED IMPROVEMENT AREA #1 PARCEL 9 ANNUAL INSTALLMENTS (TAX PARCEL 868485)

Annual Installment Due January 31,	Improvement Area #1 Initial Bond				Improvement Area #1 Parity Bond				Overpayment to be Credited Next		Total Annual Installment
	Principal	Interest	Additional Interest		Principal	Interest	Additional Interest		Administrative Expenses	Annual Installment	
2019	\$ 84,480.22	\$ 66,874.54	\$ -		\$ 25,344.07	\$ 16,173.83	\$ 2,402.05		\$ 4,356.91	\$ 5,399.33	\$ 205,030.96
2020	\$ 89,549.04	\$ 61,805.73	\$ -		\$ 26,470.47	\$ 18,202.67	\$ 2,275.33		\$ 4,444.05	\$ (5,399.33)	\$ 197,347.97
2021	\$ 95,181.05	\$ 56,432.79	\$ -		\$ 31,539.28	\$ 17,143.85	\$ 2,142.98		\$ 4,532.93	\$ -	\$ 206,972.89
2022	\$ 100,813.07	\$ 50,721.93	\$ -		\$ 36,608.10	\$ 15,882.28	\$ 1,985.29		\$ 4,623.59	\$ -	\$ 210,634.25
2023	\$ 106,445.08	\$ 44,673.14	\$ -		\$ 43,366.51	\$ 14,417.96	\$ 1,802.24		\$ 4,716.06	\$ -	\$ 215,421.00
2024	\$ 113,203.50	\$ 38,286.44	\$ -		\$ 48,998.53	\$ 12,683.30	\$ 1,585.41		\$ 4,810.38	\$ -	\$ 219,567.56
2025	\$ 119,961.92	\$ 31,494.23	\$ -		\$ 55,756.95	\$ 10,723.36	\$ 1,340.42		\$ 4,906.59	\$ -	\$ 224,183.46
2026	\$ 127,283.54	\$ 24,296.51	\$ -		\$ 63,078.57	\$ 8,493.08	\$ 1,061.63		\$ 5,004.72	\$ -	\$ 229,218.05
2027	\$ 134,605.15	\$ 16,659.50	\$ -		\$ 70,400.19	\$ 5,969.94	\$ 746.24		\$ 5,104.82	\$ -	\$ 233,485.84
2028	\$ 143,053.18	\$ 8,583.19	\$ -		\$ 78,848.21	\$ 3,153.93	\$ 394.24		\$ 5,206.92	\$ -	\$ 239,239.66
Total	\$ 1,114,575.74	\$ 399,828.00	\$ -		\$ 480,410.87	\$ 122,844.19	\$ 15,735.85		\$ 47,706.99	\$ -	\$ 2,181,101.63

Note: The overpayment is a result of Improvement Area #1 PID Bonds being issued after the bills had already been prepared for the Annual Installment due 1/31/19. The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT A

EXHIBIT G-1

IMPROVEMENT AREA #2 ASSESSMENT ROLL

Parcel ID*	Outstanding Assessment	Annual Installment due 1/31/2019					
		Improvement Area #2 Bonds		Improvement Area #2 Reimbursement Obligation		Administrative Expenses	
		Principal	Interest	Principal	Interest	Expenses	Total Installment
Improvement Area #2 Parcel 2	\$ 2,038,835.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Improvement Area #2 Parcel 4	\$ 2,038,835.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Improvement Area #2 Parcel 6	\$ 475,776.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Improvement Area #2 Parcel 8	\$ 666,087.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Improvement Area #2 Parcel 9	\$ 2,038,835.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Improvement Area #2 Parcel 10	\$ 2,376,942.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 9,635,312.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* See Exhibit A-4 for legal descriptions and maps of each Improvement Area #2 Parcel.

EXHIBIT A

EXHIBIT G-2

PROJECTED TOTAL IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Annual Installment Due January 31,	Improvement Area #2 Bonds			Improvement Area #2 Reimbursement Obligation			Administration Expenses	Total Annual Installment
	Principal	Interest	Additional Interest	Principal	Interest			
2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2020	\$ 325,000	\$ 413,288	\$ 41,525	\$ 50,002	\$ 74,498	\$ 26,847	\$ 931,158	
2021	\$ 360,000	\$ 398,663	\$ 39,900	\$ 55,292	\$ 71,697	\$ 27,383	\$ 952,935	
2022	\$ 395,000	\$ 382,463	\$ 38,100	\$ 60,928	\$ 68,601	\$ 27,931	\$ 973,023	
2023	\$ 430,000	\$ 364,688	\$ 36,125	\$ 66,931	\$ 65,189	\$ 28,490	\$ 991,422	
2024	\$ 465,000	\$ 345,338	\$ 33,975	\$ 73,321	\$ 61,441	\$ 29,060	\$ 1,008,134	
2025	\$ 505,000	\$ 324,413	\$ 31,650	\$ 80,122	\$ 57,335	\$ 29,641	\$ 1,028,161	
2026	\$ 550,000	\$ 298,531	\$ 29,125	\$ 87,358	\$ 52,848	\$ 30,234	\$ 1,048,096	
2027	\$ 595,000	\$ 270,344	\$ 26,375	\$ 95,055	\$ 47,956	\$ 30,838	\$ 1,065,568	
2028	\$ 645,000	\$ 239,850	\$ 23,400	\$ 103,238	\$ 42,633	\$ 31,455	\$ 1,085,576	
2029	\$ 695,000	\$ 206,794	\$ 20,175	\$ 111,937	\$ 36,852	\$ 32,084	\$ 1,102,841	
2030	\$ 745,000	\$ 171,175	\$ 16,700	\$ 121,181	\$ 30,583	\$ 32,726	\$ 1,117,365	
2031	\$ 805,000	\$ 132,994	\$ 12,975	\$ 131,002	\$ 23,797	\$ 33,380	\$ 1,139,148	
2032	\$ 865,000	\$ 91,738	\$ 8,950	\$ 141,434	\$ 16,461	\$ 34,048	\$ 1,157,631	
2033	\$ 925,000	\$ 47,406	\$ 4,625	\$ 152,512	\$ 8,541	\$ 34,729	\$ 1,172,813	
Total	\$ 8,305,000.00	\$ 3,687,681	\$ 363,600	\$ 1,330,312.81	\$ 658,432	\$ 428,845	\$ 14,773,871	

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

EXHIBIT A

EXHIBIT G-3

PROJECTED IMPROVEMENT AREA #2 PARCEL 2 ANNUAL INSTALLMENTS

Annual Installment Due January 31,	Improvement Area #2 Bonds			Improvement Area #2 Reimbursement Obligation			Administration Expenses	Total Annual Installment
	Principal	Interest	Additional Interest	Principal	Interest			
2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2020	\$ 68,770	\$ 87,452	\$ 8,787	\$ 10,580	\$ 15,764	\$ 5,681	\$ 197,033	\$ 197,033
2021	\$ 76,176	\$ 84,357	\$ 8,443	\$ 11,700	\$ 15,171	\$ 5,794	\$ 201,641	\$ 201,641
2022	\$ 83,582	\$ 80,929	\$ 8,062	\$ 12,892	\$ 14,516	\$ 5,910	\$ 205,892	\$ 205,892
2023	\$ 90,988	\$ 77,168	\$ 7,644	\$ 14,163	\$ 13,794	\$ 6,028	\$ 209,785	\$ 209,785
2024	\$ 98,394	\$ 73,074	\$ 7,189	\$ 15,515	\$ 13,001	\$ 6,149	\$ 213,322	\$ 213,322
2025	\$ 106,858	\$ 68,646	\$ 6,697	\$ 16,954	\$ 12,132	\$ 6,272	\$ 217,559	\$ 217,559
2026	\$ 116,380	\$ 63,169	\$ 6,163	\$ 18,485	\$ 11,183	\$ 6,397	\$ 221,778	\$ 221,778
2027	\$ 125,902	\$ 57,205	\$ 5,581	\$ 20,114	\$ 10,148	\$ 6,525	\$ 225,474	\$ 225,474
2028	\$ 136,482	\$ 50,752	\$ 4,951	\$ 21,845	\$ 9,021	\$ 6,656	\$ 229,708	\$ 229,708
2029	\$ 147,062	\$ 43,758	\$ 4,269	\$ 23,686	\$ 7,798	\$ 6,789	\$ 233,362	\$ 233,362
2030	\$ 157,642	\$ 36,221	\$ 3,534	\$ 25,642	\$ 6,471	\$ 6,925	\$ 236,435	\$ 236,435
2031	\$ 170,338	\$ 28,142	\$ 2,746	\$ 27,720	\$ 5,035	\$ 7,063	\$ 241,044	\$ 241,044
2032	\$ 183,034	\$ 19,412	\$ 1,894	\$ 29,928	\$ 3,483	\$ 7,205	\$ 244,955	\$ 244,955
2033	\$ 195,730	\$ 10,031	\$ 979	\$ 32,272	\$ 1,807	\$ 7,349	\$ 248,168	\$ 248,168
Total	\$ 1,757,341	\$ 780,315	\$ 76,938	\$ 281,495	\$ 139,324	\$ 90,744	\$ 3,126,156	\$ 3,126,156

Note: See Exhibit A-4 for legal description. The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT A

EXHIBIT G-4

PROJECTED IMPROVEMENT AREA #2 PARCEL 4 ANNUAL INSTALLMENTS

Annual Installment Due January 31,	Improvement Area #2 Bonds			Improvement Area #2 Reimbursement Obligation			Administration Expenses	Total Annual Installment
	Principal	Interest	Additional Interest	Principal	Interest			
2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2020	\$ 68,770	\$ 87,452	\$ 8,787	\$ 10,580	\$ 15,764	\$ 5,681	\$ 197,033	\$ 197,033
2021	\$ 76,176	\$ 84,357	\$ 8,443	\$ 11,700	\$ 15,171	\$ 5,794	\$ 201,641	\$ 201,641
2022	\$ 83,582	\$ 80,929	\$ 8,062	\$ 12,892	\$ 14,516	\$ 5,910	\$ 205,892	\$ 205,892
2023	\$ 90,988	\$ 77,168	\$ 7,644	\$ 14,163	\$ 13,794	\$ 6,028	\$ 209,785	\$ 209,785
2024	\$ 98,394	\$ 73,074	\$ 7,189	\$ 15,515	\$ 13,001	\$ 6,149	\$ 213,322	\$ 213,322
2025	\$ 106,858	\$ 68,646	\$ 6,697	\$ 16,954	\$ 12,132	\$ 6,272	\$ 217,559	\$ 217,559
2026	\$ 116,380	\$ 63,169	\$ 6,163	\$ 18,485	\$ 11,183	\$ 6,397	\$ 221,778	\$ 221,778
2027	\$ 125,902	\$ 57,205	\$ 5,581	\$ 20,114	\$ 10,148	\$ 6,525	\$ 225,474	\$ 225,474
2028	\$ 136,482	\$ 50,752	\$ 4,951	\$ 21,845	\$ 9,021	\$ 6,656	\$ 229,708	\$ 229,708
2029	\$ 147,062	\$ 43,758	\$ 4,269	\$ 23,686	\$ 7,798	\$ 6,789	\$ 233,362	\$ 233,362
2030	\$ 157,642	\$ 36,221	\$ 3,534	\$ 25,642	\$ 6,471	\$ 6,925	\$ 236,435	\$ 236,435
2031	\$ 170,338	\$ 28,142	\$ 2,746	\$ 27,720	\$ 5,035	\$ 7,063	\$ 241,044	\$ 241,044
2032	\$ 183,034	\$ 19,412	\$ 1,894	\$ 29,928	\$ 3,483	\$ 7,205	\$ 244,955	\$ 244,955
2033	\$ 195,730	\$ 10,031	\$ 979	\$ 32,272	\$ 1,807	\$ 7,349	\$ 248,168	\$ 248,168
Total	\$ 1,757,341	\$ 780,315	\$ 76,938	\$ 281,495	\$ 139,324	\$ 90,744	\$ 3,126,156	\$ 3,126,156

Note: See Exhibit A-4 for legal description. The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT A

EXHIBIT G-5

PROJECTED IMPROVEMENT AREA #2 PARCEL 6 ANNUAL INSTALLMENTS

Annual Installment Due January 31,	Improvement Area #2 Bonds				Improvement Area #2 Reimbursement Obligation			Administration Expenses	Total Annual Installment
	Principal	Interest	Additional Interest		Principal	Interest			
2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2020	\$ 16,048	\$ 20,407	\$ 2,050	\$ 3,679	\$ 2,469	\$ 3,679	\$ 1,326	\$ 45,979	\$ 45,979
2021	\$ 17,776	\$ 19,685	\$ 1,970	\$ 3,540	\$ 2,730	\$ 3,540	\$ 1,352	\$ 47,054	\$ 47,054
2022	\$ 19,504	\$ 18,885	\$ 1,881	\$ 3,387	\$ 3,009	\$ 3,387	\$ 1,379	\$ 48,046	\$ 48,046
2023	\$ 21,233	\$ 18,008	\$ 1,784	\$ 3,219	\$ 3,305	\$ 3,219	\$ 1,407	\$ 48,955	\$ 48,955
2024	\$ 22,961	\$ 17,052	\$ 1,678	\$ 3,034	\$ 3,620	\$ 3,034	\$ 1,435	\$ 49,780	\$ 49,780
2025	\$ 24,936	\$ 16,019	\$ 1,563	\$ 2,831	\$ 3,956	\$ 2,831	\$ 1,464	\$ 50,769	\$ 50,769
2026	\$ 27,158	\$ 14,741	\$ 1,438	\$ 2,610	\$ 4,314	\$ 2,610	\$ 1,493	\$ 51,753	\$ 51,753
2027	\$ 29,380	\$ 13,349	\$ 1,302	\$ 2,368	\$ 4,694	\$ 2,368	\$ 1,523	\$ 52,616	\$ 52,616
2028	\$ 31,849	\$ 11,843	\$ 1,155	\$ 2,105	\$ 5,098	\$ 2,105	\$ 1,553	\$ 53,604	\$ 53,604
2029	\$ 34,318	\$ 10,211	\$ 996	\$ 1,820	\$ 5,527	\$ 1,820	\$ 1,584	\$ 54,457	\$ 54,457
2030	\$ 36,787	\$ 8,452	\$ 825	\$ 1,510	\$ 5,984	\$ 1,510	\$ 1,616	\$ 55,174	\$ 55,174
2031	\$ 39,750	\$ 6,567	\$ 641	\$ 1,175	\$ 6,469	\$ 1,175	\$ 1,648	\$ 56,249	\$ 56,249
2032	\$ 42,712	\$ 4,530	\$ 442	\$ 813	\$ 6,984	\$ 813	\$ 1,681	\$ 57,162	\$ 57,162
2033	\$ 45,675	\$ 2,341	\$ 228	\$ 422	\$ 7,531	\$ 422	\$ 1,715	\$ 57,912	\$ 57,912
Total	\$ 410,088	\$ 182,092	\$ 17,954	\$ 32,512	\$ 65,689	\$ 32,512	\$ 21,176	\$ 729,511	\$ 729,511

Note: See Exhibit A-4 for legal description. The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT A

EXHIBIT G-6

PROJECTED IMPROVEMENT AREA #2 PARCEL 8 ANNUAL INSTALLMENTS

Annual Installment Due January 31,	Improvement Area #2 Bonds				Improvement Area #2 Reimbursement Obligation				Administration Expenses	Total Annual Installment
	Principal	Interest	Additional Interest		Principal	Interest				
2019	\$ -	\$ -	\$ -		\$ -	\$ -			\$ -	\$ -
2020	\$ 22,467	\$ 28,570	\$ 2,871		\$ 3,457	\$ 5,150			\$ 1,856	\$ 64,371
2021	\$ 24,887	\$ 27,559	\$ 2,758		\$ 3,822	\$ 4,956			\$ 1,893	\$ 65,876
2022	\$ 27,306	\$ 26,440	\$ 2,634		\$ 4,212	\$ 4,742			\$ 1,931	\$ 67,265
2023	\$ 29,726	\$ 25,211	\$ 2,497		\$ 4,627	\$ 4,507			\$ 1,969	\$ 68,537
2024	\$ 32,145	\$ 23,873	\$ 2,349		\$ 5,069	\$ 4,247			\$ 2,009	\$ 69,692
2025	\$ 34,911	\$ 22,427	\$ 2,188		\$ 5,539	\$ 3,964			\$ 2,049	\$ 71,077
2026	\$ 38,021	\$ 20,637	\$ 2,013		\$ 6,039	\$ 3,653			\$ 2,090	\$ 72,455
2027	\$ 41,132	\$ 18,689	\$ 1,823		\$ 6,571	\$ 3,315			\$ 2,132	\$ 73,663
2028	\$ 44,589	\$ 16,581	\$ 1,618		\$ 7,137	\$ 2,947			\$ 2,174	\$ 75,046
2029	\$ 48,045	\$ 14,296	\$ 1,395		\$ 7,738	\$ 2,548			\$ 2,218	\$ 76,239
2030	\$ 51,502	\$ 11,833	\$ 1,154		\$ 8,377	\$ 2,114			\$ 2,262	\$ 77,243
2031	\$ 55,650	\$ 9,194	\$ 897		\$ 9,056	\$ 1,645			\$ 2,308	\$ 78,749
2032	\$ 59,797	\$ 6,342	\$ 619		\$ 9,777	\$ 1,138			\$ 2,354	\$ 80,027
2033	\$ 63,945	\$ 3,277	\$ 320		\$ 10,543	\$ 590			\$ 2,401	\$ 81,076
Total	\$ 574,123	\$ 254,929	\$ 25,136		\$ 91,964	\$ 45,517			\$ 29,646	\$ 1,021,315

Note: See Exhibit A-4 for legal description. The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT A

EXHIBIT G-7

PROJECTED IMPROVEMENT AREA #2 PARCEL 9 ANNUAL INSTALLMENTS

Annual Installment Due January 31,	Improvement Area #2 Bonds			Improvement Area #2 Reimbursement Obligation			Administration Expenses	Total Annual Installment
	Principal	Interest	Additional Interest	Principal	Interest	Interest		
2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2020	\$ 68,770	\$ 87,452	\$ 8,787	\$ 10,580	\$ 15,764	\$ 5,681	\$ 5,681	\$ 197,033
2021	\$ 76,176	\$ 84,357	\$ 8,443	\$ 11,700	\$ 15,171	\$ 5,794	\$ 5,794	\$ 201,641
2022	\$ 83,582	\$ 80,929	\$ 8,062	\$ 12,892	\$ 14,516	\$ 5,910	\$ 5,910	\$ 205,892
2023	\$ 90,988	\$ 77,168	\$ 7,644	\$ 14,163	\$ 13,794	\$ 6,028	\$ 6,028	\$ 209,785
2024	\$ 98,394	\$ 73,074	\$ 7,189	\$ 15,515	\$ 13,001	\$ 6,149	\$ 6,149	\$ 213,322
2025	\$ 106,858	\$ 68,646	\$ 6,697	\$ 16,954	\$ 12,132	\$ 6,272	\$ 6,272	\$ 217,559
2026	\$ 116,380	\$ 63,169	\$ 6,163	\$ 18,485	\$ 11,183	\$ 6,397	\$ 6,397	\$ 221,778
2027	\$ 125,902	\$ 57,205	\$ 5,581	\$ 20,114	\$ 10,148	\$ 6,525	\$ 6,525	\$ 225,474
2028	\$ 136,482	\$ 50,752	\$ 4,951	\$ 21,845	\$ 9,021	\$ 6,656	\$ 6,656	\$ 229,708
2029	\$ 147,062	\$ 43,758	\$ 4,269	\$ 23,686	\$ 7,798	\$ 6,789	\$ 6,789	\$ 233,362
2030	\$ 157,642	\$ 36,221	\$ 3,534	\$ 25,642	\$ 6,471	\$ 6,925	\$ 6,925	\$ 236,435
2031	\$ 170,338	\$ 28,142	\$ 2,746	\$ 27,720	\$ 5,035	\$ 7,063	\$ 7,063	\$ 241,044
2032	\$ 183,034	\$ 19,412	\$ 1,894	\$ 29,928	\$ 3,483	\$ 7,205	\$ 7,205	\$ 244,955
2033	\$ 195,730	\$ 10,031	\$ 979	\$ 32,272	\$ 1,807	\$ 7,349	\$ 7,349	\$ 248,168
Total	\$ 1,757,341	\$ 780,315	\$ 76,938	\$ 281,495	\$ 139,324	\$ 90,744	\$ 90,744	\$ 3,126,156

Note: See Exhibit A-4 for legal description. The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT A

EXHIBIT G-8

PROJECTED IMPROVEMENT AREA #2 PARCEL 10 ANNUAL INSTALLMENTS

Annual Installment Due January 31,	Improvement Area #2 Bonds			Improvement Area #2 Reimbursement Obligation			Administration Expenses	Total Annual Installment
	Principal	Interest	Additional Interest	Principal	Interest			
2019	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
2020	80,174	101,954	10,244	12,335	18,378		6,623	229,708
2021	88,809	98,346	9,843	13,640	17,687		6,755	235,080
2022	97,443	94,350	9,399	15,030	16,923		6,890	240,036
2023	106,077	89,965	8,912	16,511	16,082		7,028	244,575
2024	114,711	85,192	8,381	18,088	15,157		7,169	248,697
2025	124,579	80,030	7,808	19,765	14,144		7,312	253,638
2026	135,680	73,645	7,185	21,550	13,037		7,458	258,556
2027	146,781	66,691	6,506	23,449	11,830		7,607	262,866
2028	159,116	59,169	5,773	25,468	10,517		7,760	267,801
2029	171,450	51,014	4,977	27,614	9,091		7,915	272,061
2030	183,785	42,227	4,120	29,894	7,545		8,073	275,644
2031	198,586	32,808	3,201	32,317	5,871		8,235	281,017
2032	213,387	22,631	2,208	34,891	4,061		8,399	285,577
2033	228,189	11,695	1,141	37,623	2,107		8,567	289,322
Total	\$ 2,048,766	\$ 909,717	\$ 89,697	\$ 328,176	\$ 162,429		\$ 105,792	\$ 3,644,577

Note: See Exhibit A-4 for legal description. The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H

MAP OF IMPROVEMENT AREA #2 IMPROVEMENTS



[illegible]

EXHIBIT A

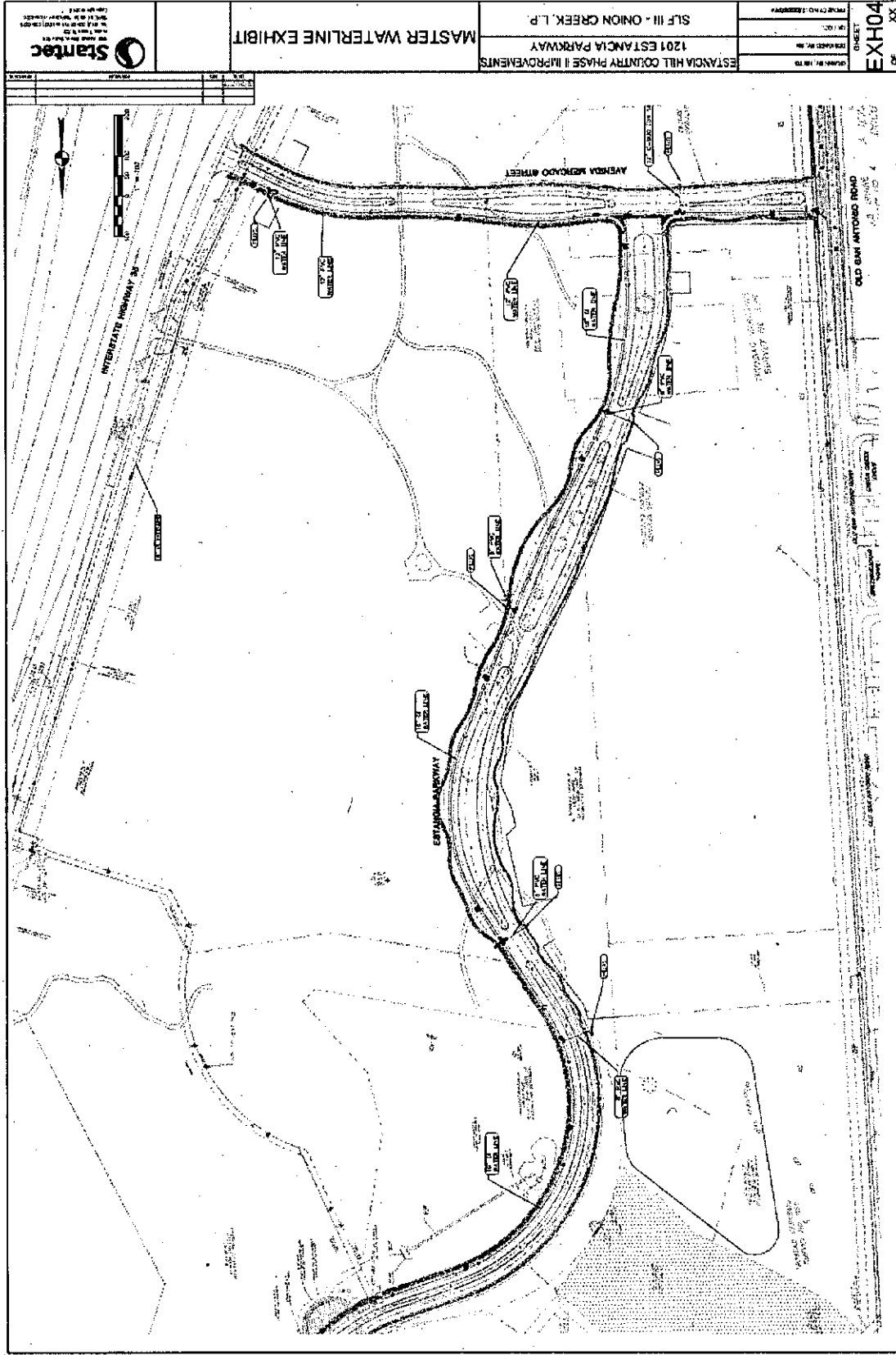


EXHIBIT A

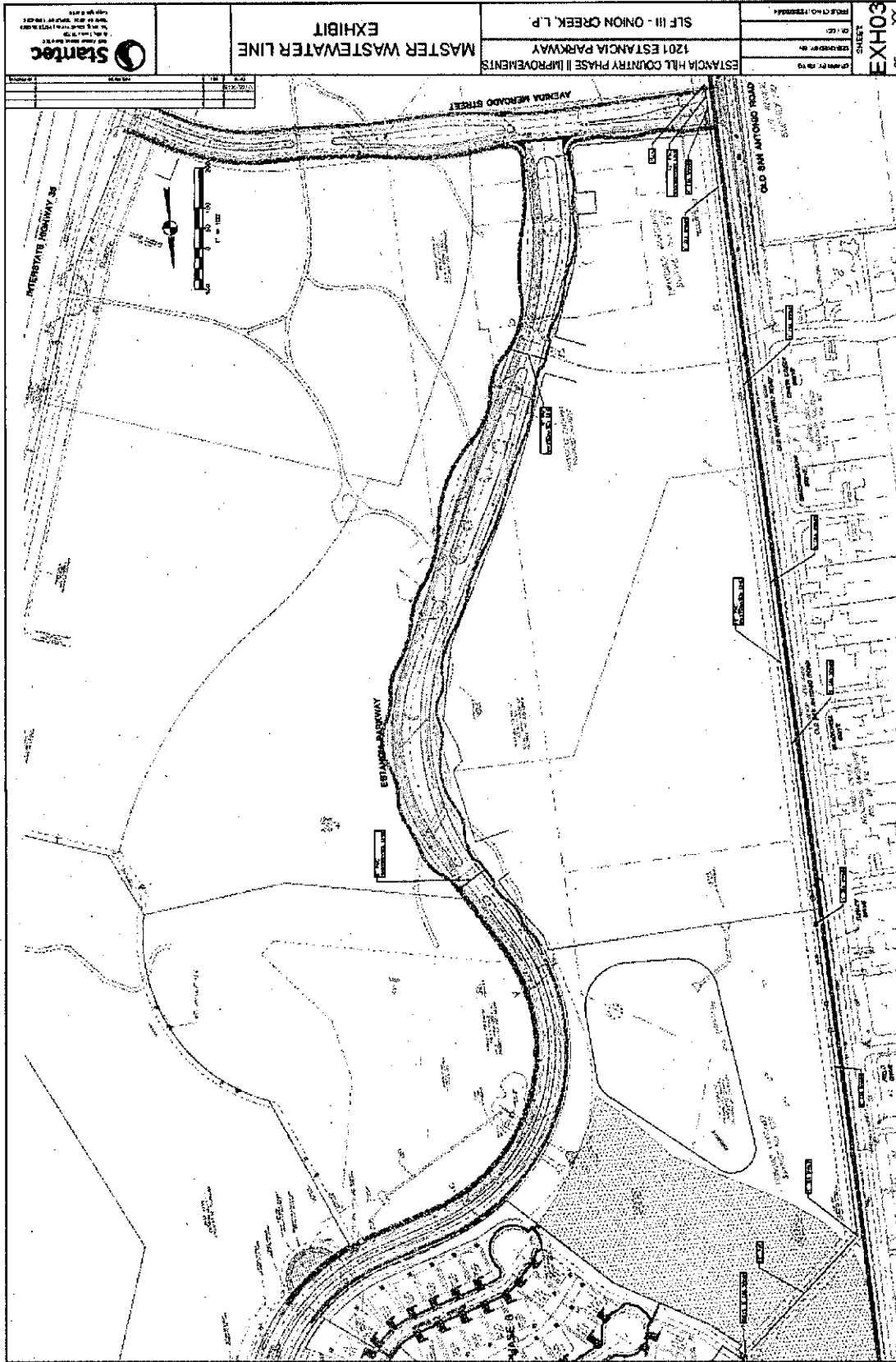


EXHIBIT A

EXHIBIT I

INITIAL ALLOCATION OF IMPROVEMENT AREA #2 ASSESSMENTS

Parcel ID	Proposed Land Use	Units	Estimated Value/Unit	Total Buildout Value	% of Total	Improvement Area #2 Assessment
Improvement Area #2 Parcel 2	Multifamily	350 Apartments	\$ 120,000	\$ 42,000,000	21.1600%	\$ 2,038,835.40
Improvement Area #2 Parcel 4	Multifamily	350 Apartments	\$ 120,000	\$ 42,000,000	21.1600%	\$ 2,038,835.40
Improvement Area #2 Parcel 6	Commercial	65,340 SqFt	\$ 150	\$ 9,801,000	4.9378%	\$ 475,776.80
Improvement Area #2 Parcel 8	Commercial	91,476 SqFt	\$ 150	\$ 13,721,400	6.9130%	\$ 666,087.53
Improvement Area #2 Parcel 9	Multifamily	350 Apartments	\$ 120,000	\$ 42,000,000	21.1600%	\$ 2,038,835.40
Improvement Area #2 Parcel 10	Single Family - Affordable Single Family - Market	24 Houses 137 Houses	\$ 185,000 \$ 325,000	\$ 4,440,000 \$ 44,525,000		
				\$ 48,965,000	24.6691%	\$ 2,376,942.27
Total Improvement Area #2				\$ 198,487,400	100.0000%	\$ 9,635,312.81

EXHIBIT A

EXHIBIT J

ALLOCATION OF ASSESSMENTS FOR TRACT 11 REMAINDER PARCEL (TAX PARCEL 851771)

Legal Description	Outstanding Assessment	Annual Installment due 1/31/2019 - Tax Parcel 851771									
		Improvement Area #1 Initial Bonds					Improvement Area #1 Parity Bonds				
		Principal	Interest	Additional Interest	Principal	Interest	Additional Interest	Principal	Interest	Additional Interest	Total
Unit 76 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 77 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 78 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 79 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 80 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 81 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 82 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 83 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 84 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 85 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 86 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 87 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 88 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 89 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 90 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 91 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 92 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 93 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 94 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 95 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 120 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 121 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 122 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17

EXHIBIT A

		Annual Installment due 1/31/2019 - Tax Parcel 851771									
Legal Description	Outstanding Assessment	Improvement Area #1 Initial Bonds			Improvement Area #1 Parity Bonds			Administrative Expenses		Overpayment credited to	
		Principal	Interest	Additional Interest	Principal	Interest	Additional Interest	2020 Payment	Installment	Total	
Unit 123 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 124 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 125 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 126 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 127 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 128 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 129 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 130 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 131 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 132 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 133 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 134 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 135 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 136 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 137 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 138 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 139 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 140 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 153 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 154 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 155 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 156 Enclave at Estancia Condominiums*	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 157 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unit 158 Enclave at Estancia Condominiums	\$ 14,136.24	\$ 748.74	\$ 592.70	\$ -	\$ 224.62	\$ 143.35	\$ 21.29	\$ 38.61	\$ 47.85	\$ 1,817.17	\$ 1,817.17
Unplatted Parcel - Tract 12	\$ 1,231,872.26	\$ 65,247.47	\$ 51,649.90	\$ -	\$ 19,574.24	\$ 12,491.70	\$ 1,855.20	\$ 3,365.02	\$ 4,170.12	\$ 158,353.65	\$ 243,760.79
	\$ 1,896,275.50	\$ 100,438.32	\$ 79,506.97	\$ -	\$ 30,131.50	\$ 19,229.03	\$ 2,855.80	\$ 5,179.92	\$ 6,419.25	\$ -	\$ -

*It is anticipated that the Owner will prepay \$3,663.19 for this lot on December 13, 2018.

EXHIBIT A

EXHIBIT K

IMPROVEMENT AREA #1 LAND USE ASSUMPTIONS

Parcel ID	Proposed Land Use	Units	Estimated Value/Unit	Total Buildout Value
Improvement Area #1 Parcel 1	Multifamily	286 Apartments	\$ 140,000	\$ 39,984,000
Improvement Area #1 Parcel 2	Multifamily	462 Apartments	\$ 140,000	\$ 64,680,000
Improvement Area #1 Parcel 3	Multifamily	174 Apartments	\$ 140,000	\$ 24,402,000
Improvement Area #1 Parcel 4	Multifamily	170 Apartments	\$ 140,000	\$ 23,814,000
Improvement Area #1 Parcel 5	Multifamily	164 Apartments	\$ 140,000	\$ 22,932,000
Improvement Area #1 Parcel 6	Multifamily	153 Apartments	\$ 140,000	\$ 21,462,000
Improvement Area #1 Parcel 7	Multifamily	185 Apartments	\$ 140,000	\$ 25,872,000
Improvement Area #1 Parcel 8	Retail	232,320 SqFt	\$ 150	\$ 34,848,000
Improvement Area #1 Parcel 9	Multifamily	312 Apartments	\$ 140,000	\$ 43,680,000
Improvement Area #1 Parcel 11	Lot Type 1	158 Houses	\$ 320,000	\$ 50,560,000
	Lot Type 2	81 Houses	\$ 410,000	\$ 33,210,000
	Lot Type 3	47 Houses	\$ 350,000	\$ 16,450,000
				\$ 100,220,000
Improvement Area #1 Parcel 12	Lot Type 3	73 Houses	\$ 350,000	\$ 25,550,000
	Lot Type 4	11 Houses	\$ 450,000	\$ 4,950,000
				\$ 30,500,000
Total Improvement Area #1				\$ 432,394,000

EXHIBIT B
REIMBURSEMENT AGREEMENT

**ESTANCIA HILL COUNTRY PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT
(IMPROVEMENT AREA #2)**

This Estancia Hill Country Public Improvement District Reimbursement Agreement (Improvement Area #2) (this "Reimbursement Agreement") is executed between the City of Austin, Texas ("City") and SLF III - Onion Creek, L.P., a Texas limited partnership (the "Owner") (each individually referred to as a "Party" and collectively as the "Parties") effective December 13, 2018. Capitalized terms not defined herein shall have the meaning ascribed to them in the PID Financing Agreement.

RECITALS

WHEREAS, on June 6, 2013, the City Council of the City (the "City Council") passed and approved Ordinance No. 20130606-054 (the "Creation Resolution") authorizing the creation of the Estancia Hill Country Public Improvement District (the "District") covering approximately 600 acres of land described by a map thereof in the Creation Resolution (the "District Property"); and

WHEREAS, on June 20, 2013, the City Council approved that certain Estancia Hill Country Public Improvement District Financing Agreement by and between the Owner and City (as amended from time to time the "PID Financing 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 "PID Act") that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is contemplated to be developed in phases and the Owner intends that certain Public Improvements be constructed over time to serve District Property (or portions thereof); and

WHEREAS, on December 13, 2018, the City Council passed and approved an assessment ordinance determining, among other things, the estimated costs of the Public Improvements allocable to Improvement Area #2 (the "Improvement Area #2 Improvements") and levied assessments against certain District Property within Improvement Area #2 (the "Improvement Area #2 Assessments") in accordance with the Assessment Roll attached as Exhibit G-1 to the Estancia Hill Country Public Improvement District 2018 Amended and Restated Service and Assessment Plan (as the same may be amended or updated from time to time, the "Service and Assessment Plan") within the District; and

WHEREAS, contemporaneously herewith, Improvement Area #2 Bonds will be issued to finance a portion of the Actual Costs of the Improvement Area #2 Improvements (each as defined in the Service and Assessment Plan) (the Actual Costs of the Improvement Area #2 Improvements being the "Improvement Area #2 Improvement Cost"); and

WHEREAS, the Improvement Area #2 Bonds shall be issued pursuant to that certain Indenture of Trust dated on even date herewith (the "Indenture") by and between the City and U.S. Bank National Association (the "Bond Trustee") and secured by the Pledged Revenues (as defined in the Indenture); and

WHEREAS, the Parties intend that the portion of the Improvement Area #2 Improvements Cost which is not financed by the proceeds of the Improvement Area #2 Bonds shall be paid for with the hereinafter-defined Improvement Area #2 Reimbursement Obligation pursuant to the terms of this Reimbursement Agreement and the PID Financing Agreement; and

WHEREAS, pursuant to the Indenture, the City shall deposit the revenues received and collected by the City from the Improvement Area #2 Assessments including foreclosure sale proceeds into the Pledged Revenue Fund and then further transferred to the following accounts, and in the following order (i) the Bond Pledged Revenue Account in an amount sufficient to pay debt service on the Improvement Area #2 Bonds next coming due, (ii) the Reserve Account of the Reserve Fund in an amount necessary to cause the amount in the Reserve Account to equal the Reserve Fund Requirement, (iii) the Prepayment and Delinquency Reserve Account in an amount equal to the Prepayment and Delinquency Reserve Requirement, (iv) the Landowner Reimbursement Pledged Revenue Account and (v) the Redemption Fund (all capitalized terms used in this paragraph shall have the meanings ascribed thereto in the Indenture); and

WHEREAS, the Pledged Revenues generated through the collection of the Improvement Area #2 Assessments will secure, first, the Improvement Area #2 Bonds, and, on a subordinate basis, the Improvement Area #2 Reimbursement Obligation; and

WHEREAS, pursuant to the Indenture, amounts deposited in the Reimbursement Fund shall be used solely and exclusively to pay the Improvement Area #2 Reimbursement Obligation; and

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

1. Recitals. The recitals to this Reimbursement Agreement are true and correct, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. City Deposit of Revenue. The City shall cause the Pledged Revenues to be deposited as provided in the Indenture.
3. Landowner Improvement Account. On or before closing of the Improvement Area #2 Bonds, the Owner shall deposit \$1,360,320.00 in the Landowner Improvement

Account created under the Project Fund as provided for in the Indenture, to pay for the Improvement Area #2 Improvement Costs in excess of bond proceeds on deposit in the Improvement Account of the Project Fund.

4. Payment of Improvement Area #2 Improvement Costs. The Bond Trustee shall first pay the Improvement Area #2 Improvement Costs pursuant to executed and approved Certifications for Payment, in accordance with the PID Financing Agreement, from the Improvement Account of the Project Fund. After depleting amounts on deposit in the Improvement Account of the Project Fund, the Bond Trustee shall pay the balance of the Improvement Area #2 Improvements Costs with funds within the Landowner Improvement Account of the Project Fund.
5. Improvement Area #2 Reimbursement Obligation. 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 the City an amount equal to the amount deposited by the Owner into the Landowner Improvement Account pursuant to Section 3 above (the "Improvement Area #2 Reimbursement Obligation"), in accordance with the terms of this Reimbursement Agreement until November 1, 2033 (the "Maturity Date"). It is hereby acknowledged that the City is not responsible hereunder for any amount in excess of the amount of the Improvement Area #2 Assessments collected. The Improvement Area #2 Reimbursement Obligation, including accrued and unpaid interest, shall be payable to the Owner, solely from the Pledged Revenues deposited in the Reimbursement Fund. The Improvement Area #2 Reimbursement Obligation is authorized by the PID Act, was approved by the City Council, and represents the total allowable costs to be assessed against Improvement Area #2 for the Improvement Area #2 Improvements that are not paid through the issuance of Improvement Area #2 Bonds. The interest rate paid to the Owner on the Improvement Area #2 Reimbursement Obligation shall be the same as the interest rate on the Improvement Area #2 Bonds. The interest rate has been approved by the City Council and complies with the PID Act. Interest will accrue from the date of delivery of the Improvement Area #2 Bonds and shall be calculated on the basis of a 360-day year, comprised of twelve 30-day months.
6. Obligated Payment Sources. The Improvement Area #2 Reimbursement Obligation, plus accrued and unpaid interest as described above, is payable to the Owner and secured under this Reimbursement Agreement solely as described herein. No other City funds, revenue, taxes, income, or property shall be used even if the Improvement Area #2 Reimbursement Obligation is not paid in full at the Maturity Date, and the Improvement Area #2 Reimbursement Obligation is not a debt of the City, within the meaning of Article XI, Section 5, of the Constitution of the State of Texas. The City acknowledges and agrees that until the Improvement Area #2 Reimbursement Obligation and accrued and unpaid interest is paid in full, the obligation of the City to

use amounts on deposit in the Reimbursement Fund to pay the Improvement Area #2 Reimbursement Obligation and accrued and unpaid interest to the Owner is absolute and unconditional and the City does not have, and will not assert, any defenses to such obligation.

7. 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 Appraisal District, Improvement Area #2 Assessments (including the foreclosure of liens resulting from the nonpayment of the Improvement Area #2 Assessments or other charges due and owing under the Service and Assessment Plan) in the manner described in Section 2.03 of the PID Financing Agreement.
8. Process for Payment for the Improvement Area #2 Reimbursement Obligation. The Owner may submit to the City a written request for payment (a "Payment Request") of any funds then available in the Landowner Reimbursement Pledged Revenue Account following February 1st of each year. Notwithstanding the foregoing, the Owner may also submit a Payment Request not sooner than 15 days following the filing of a City Certificate described in Section 6.5(g) of the Indenture. Upon receipt of the Payment Request, the City shall cause funds within the Landowner Reimbursement Pledged Revenue Account to be transferred to the Reimbursement Fund for disbursement to the Owner within thirty (30) days. This process will continue until the Improvement Area #2 Reimbursement Obligation and accrued and unpaid interest is paid in full.
9. Termination. Once all payments paid to the Owner under this Reimbursement Agreement equal the Improvement Area #2 Reimbursement Obligation and accrued and unpaid interest, this Reimbursement Agreement shall terminate; provided, however that if on the Maturity Date, any portion of the Improvement Area #2 Reimbursement Obligation or accrued and unpaid interest remains unpaid, such Improvement Area #2 Reimbursement Obligation shall be canceled and for all purposes of this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL; provided however that if any Improvement Area #2 Assessments remain due and payable and are uncollected on the Maturity Date, such Improvement Area #2 Assessment Revenues, when, as, and if collected after the Maturity Date, shall be applied, first, to any amounts due in connection with outstanding Improvement Area #2 Bonds, and then paid to the Owner and applied to the Improvement Area #2 Reimbursement Obligation.
10. Non-Recourse Obligation. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from Pledged Revenues and such obligations do not create a debt or other obligation payable from any other City

revenues, taxes, income, or property as provided for in Section 2.05(c) of the PID Financing Agreement. Neither the City nor any of its elected or appointed officials nor any of its employees shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omission under this Reimbursement Agreement.

11. Mandatory Prepayments. Notwithstanding any provision of this Reimbursement Agreement to the contrary, the Parties hereby acknowledge and agree that to the extent a prepayment of an Improvement Area #2 Assessment is due and owing pursuant to the provisions of Section VI(B)(1) of the Service and Assessment Plan (including the requirement to provide notice to Owner pursuant to the provisions thereof) in effect as of the date of this Agreement and remains unpaid for ninety (90) days after such notice, the City, upon providing written notice to the Owner, may reduce the amount of the Improvement Area #2 Reimbursement Obligation by a corresponding amount provided, however, any reduction shall never result in a reduction in the amount of the Improvement Area #2 Reimbursement Obligation to be less than zero.
12. No Waiver. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against any person or entity involved in the design, construction, or installation of the Improvement Area #2 Improvements.
13. Governing Law, Venue. This 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 Reimbursement Agreement. In the event of a dispute involving this 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 Reimbursement Agreement shall be deemed given at the addresses shown below: (i) one (1) business day after deposit with a reputable overnight courier service for overnight delivery such as FedEx or UPS; or (ii) one (1) business day after deposit 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
 Attn: City Treasurer
 P.O. Box 1088
 Austin, Texas 78767

With a copy to: City of Austin

Attn: City Attorney
P.O. Box 1088
Austin, Texas 78767-1088

If to Owner: SLF III – Onion Creek, L.P.
Attn: Asset Manager
5949 Sherry Lane, Suite 800
Dallas, Texas 75225

With a copy to: Hudnall P.C.
Attn: Allan Katz
5949 Sherry Lane, Suite 800
Dallas, Texas 75225

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

15. Invalid Provisions; Severability. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect. If any provision of this Reimbursement Agreement directly conflicts with the terms of the Indenture, the Indenture shall control.
16. Exclusive Rights of Owner. Owner's right, title and interest into the payments of Improvement Area #2 Reimbursement Obligation (including accrued and unpaid interest thereon), as described herein, shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its Improvement Area #2 Reimbursement Obligation (including accrued and unpaid interest thereon) to a Transferee in writing and otherwise in accordance with the requirements set forth herein. 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 under this Reimbursement Agreement including, but not limited to, any right, title or interest of Owner in and to payment of its Improvement Area #2 Reimbursement Obligation and accrued and unpaid interest thereon (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 municipal securities by any other state of the United States or political subdivision thereof is provided to the City. 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.

17. Assignment.

- a. Subject to subparagraph (b) below, Owner may, in its sole and absolute discretion, assign this Reimbursement Agreement with respect to all or part of the Project from time to time to any party in connection with the sale of the Project or any portion thereof and in connection with a corresponding assignment of the rights and obligations in the PID Financing Agreement to any party, so long as the assignee has demonstrated to the City's satisfaction that the assignee has the financial, technical, and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Reimbursement Agreement or the PID Financing Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Reimbursement Agreement and shall have no further liability with respect to this Reimbursement Agreement for the part of the Project so assigned.
- b. Any sale of a portion of the 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. Any sale of a portion of the 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 to be a Transfer.
- d. Notwithstanding anything to the contrary contained herein, this Section 17 shall not apply to Transfers which shall be governed by Section 16 above.
- e. It is hereby acknowledged that the limitations on the ability to make a Transfer as described in Section 16 above shall also apply to the Designated Successors and Assigns.

18. Failure; Default; Remedies.

- a. If either Party fails to perform an obligation imposed on such Party by this 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 Reimbursement Agreement. No Default by the Owner, however, shall: (1) affect the obligations of the City to use the Pledged Revenues on deposit in the Reimbursement Fund as provided in Section 6 of this Reimbursement Agreement; or (2) entitle the City to terminate this 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 by the City; or (2) seek specific enforcement of this Reimbursement Agreement.

19. 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.

20. Anti-Boycott Verification. The Owner hereby verify 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 2270.002, 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.

21. 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.

22. 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.

23. Miscellaneous.

- a. The failure by a Party to insist upon the strict performance of any provision of
this 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 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 Reimbursement
Agreement.
- c. Nothing in this 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 Reimbursement Agreement, and all covenants, conditions,
promises, and agreements in this Reimbursement Agreement shall be for the
sole and exclusive benefit of the City and the Owner.
- d. This Reimbursement Agreement may be amended only by written agreement
of the Parties.
- e. This Reimbursement Agreement may be executed in counterparts, each of
which shall be deemed an original.

[Signature pages to follow]

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Reimbursement Agreement to be effective as of the date written on the first page of this Reimbursement Agreement.

CITY OF AUSTIN, TEXAS

By: _____
Name: Spencer Cronk
Title: City Manager

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

BEFORE ME, a Notary Public, on this day personally appeared, by Spencer Cronk, City Manager of the City of Austin, a Texas municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of that municipal corporation.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, 2018.

(SEAL)

Notary Public, State of Texas

[Signatures Continue on Next Page]

SLF III – ONION CREEK, L.P.,
a Texas limited partnership.

By: SLF III Property GP, LLC,
a Texas limited liability company,
its General Partner

By: Stratford Land Fund III, L.P.,
a Delaware limited partnership,
its Sole and Managing Member

By: Stratford Fund III GP, LLC,
a Texas limited liability company, its
General Partner

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS
COUNTY OF DALLAS

THIS INSTRUMENT is acknowledged before me on this ____ day of _____, 2018, by _____, as _____ of Stratford Fund III GP, LLC, general partner of Stratford Land Fund III, L.P., sole and managing member of SLF III Property GP, LLC, general partner of SLF III – Onion Creek, L.P.

[SEAL]

Notary Public, State of Texas