

**VILLAGE OF SALADO, TEXAS  
ORDINANCE NO. O-2024-01**

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF SALADO, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN IMPROVEMENT AREA #1 OF THE DISTRICT; LEVYING ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #1 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; RESOLVING ALL MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, on July 29, 2020, a petition was submitted and filed with the Village Secretary (the “Village Secretary”) of the Village of Salado, Texas (the “Village”) pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”), requesting the creation of the Sanctuary East Public Improvement District (the “District”) within the Village; and

**WHEREAS**, the petition satisfied the requirements of the PID Act because it contained the signatures of (1) the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of Bell County Appraisal District, and (2) the record owners of real property liable for assessment who (a) constitute more than fifty percent of all record owners of property that is liable for assessment under the proposal, or (b) own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

**WHEREAS**, on February 2, 2023, after due notice, the Board of Aldermen of the Village (the “Board of Aldermen”) held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act, and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. R-2023-03 (the “Authorization Resolution”) adopted by a majority of the members of the Village Board of Aldermen, authorized and created the Sanctuary East Public Improvement District (the “District”) in accordance with its finding as to the advisability of the authorized improvements relating to the District (the “Authorized Improvements”); and

**WHEREAS**, the Village filed the Authorization Resolution in the Bell County land records as required by law; and

•••

**WHEREAS**, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the Village Secretary, within 20 days after the date of publication; and

**WHEREAS**, on March 7, 2024, the Council adopted a resolution determining the costs of certain authorized improvements to be financed by the Sanctuary East Public Improvement District; approving a preliminary service and assessment plan, including the proposed assessment roll; calling for notice of a public hearing for April 4, 2024 to consider an ordinance levying assessments on property located within Improvement Area #1 of the Sanctuary East Public Improvement District; directing the filing of the proposed assessment roll with the Village secretary to make said proposed assessment roll available for public inspection; directing Village staff to publish and mail notice of said public hearing; and resolving other matters related to the foregoing; and

**WHEREAS**, the Village Secretary filed the Proposed Improvement Area #1 Assessment Roll and made the same available for public inspection; and

**WHEREAS**, the Village Secretary, pursuant to Section 372.016(b) of the PID Act, on March 21, 2024, caused to be published notice of the Levy and Assessment Hearing in the Salado Village Voice, a newspaper of general circulation in the Village; and

**WHEREAS**, the Village Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known address of the owners of the property liable for the Improvement Area #1 Assessments; and

**WHEREAS**, on April 4, 2024, the Village Council convened the Levy and Assessment Hearing and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Improvement Area #1 Assessment Roll (as defined below), and the proposed assessments, and to offer testimony pertinent to any issue presented on the amount of the assessments, the allocation of the Actual Costs of the Improvement Area #1 Projects (as defined in the Service and Assessment Plan) to be undertaken for the benefit of the property located within Improvement Area #1 of the District, the purposes of the Improvement Area #1 Assessments, the special benefits of the Improvement Area #1 Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #1 Assessments; and

**WHEREAS**, the Board of Aldermen finds and determines that the Sanctuary East Public Improvement District Service and Assessment Plan, substantially in the form attached hereto as *Exhibit A*, (the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Improvement Area #1 Assessments for the Improvement Area #1 Assessed Property (as defined in the Service and Assessment Plan) should be levied as provided in this Ordinance and the Service and Assessment Plan and the assessment roll attached thereto as Exhibit E-1 (the "Improvement Area #1 Assessment Roll"); and

**WHEREAS**, the Board of Aldermen further finds that there were no objections or evidence submitted to the Village Secretary in opposition to the Service and Assessment Plan, the



allocation of the Actual Costs of the Improvement Area #1 Projects as described in the Service and Assessment Plan, the Improvement Area #1 Assessment Roll, and the levy of the Improvement Area #1 Assessments, all as described in the Service and Assessment Plan; and

**WHEREAS**, the owners (the “Landowners”), or their representatives, of the majority of the privately-owned and taxable property located within Improvement Area #1 of the District, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the Service and Assessment Plan, the Improvement Area #1 Assessment Roll, this Ordinance, the levy of the Improvement Area #1 Assessments against their property located within Improvement Area #1 of the District, their agreement to pay the Improvement Area #1 Assessments when due and payable, and the filing of the Service and Assessment Plan and the Improvement Area #1 Assessment Roll in the real property records of Bell County; and

**WHEREAS**, the Village Council closed the Levy and Assessment Hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the Village, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO, TEXAS:**

**Section 1.     Terms.**

Capitalized terms not otherwise defined herein, including the preambles to this Ordinance, have the meanings ascribed thereto as set forth in the Service and Assessment Plan.

**Section 2.     Findings.**

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The Village Board hereby finds, determines, and ordains, as follows:

(a)     The apportionment of the Actual Costs of the Improvement Area #1 Projects (as reflected in the Service and Assessment Plan and Exhibit D attached thereto) and the Annual Collection Costs (as reflected in the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel of the Improvement Area #1 Assessed Property will receive from the construction of the Improvement Area #1 Projects identified in the Service and Assessment Plan, and is hereby approved;

(b)     The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Improvement Area #1 Projects and will be reviewed and updated annually;

(c)     The Service and Assessment Plan apportions the Actual Costs of the Improvement Area #1 Projects to be assessed against the property in Improvement Area #1 of the District and such apportionment is made on the basis of special benefits accruing to the property because of the Improvement Area #1 Projects;



(d) All of the real property in Improvement Area #1 of the District which is being assessed in the amounts shown in the Improvement Area #1 Assessment Roll will be benefited by the Improvement Area #1 Projects proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Improvement Area #1 Assessed Property will receive special benefits in each year equal to or greater than each annual Improvement Area #1 Assessment and will receive special benefits during the term of the Improvement Area #1 Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Improvement Area #1 Projects and Annual Collection Costs set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Improvement Area #1 Projects and Annual Collection Costs on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs of the Improvement Area #1 Projects;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Improvement Area #1 Assessment Roll should be approved as the assessment roll for the Improvement Area #1 Assessed property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Improvement Area #1 Assessments, interest on Annual Installments, interest and penalties on delinquent Improvement Area #1 Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Improvement Area #1 Assessments should be approved and will expedite collection of the Improvement Area #1 Assessments in an efficient manner to provide the services and improvements needed and required for Improvement Area #1 of the District; and

(i) A written notice of the date, hour, place, and subject of this meeting of the Village 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, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

**Section 3. Service and Assessment Plan.**

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.





**Section 4. Improvement Area #1 Assessment Roll.**

The Improvement Area #1 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Assessment Roll of the District.

**Section 5. Levy and Payment of Assessments for Costs of the Improvement Area #1 Projects.**

(a) The Board of Aldermen hereby levies an assessment on each parcel of the Improvement Area #1 Assessed Property (excluding Non-Benefited Property, Non-Assessed Lots, and Owner Association Property) located within Improvement Area #1 of the District, as shown and described in the Service and Assessment Plan and the Improvement Area #1 Assessment Roll, in the respective amounts shown in the Improvement Area #1 Assessment Roll, as a special assessment on the properties set forth in the Improvement Area #1 Assessment Roll. The assessments hereby levied shall be sufficient to pay the debt service on any bonds or other evidences of indebtedness that may be hereafter issued for Improvement Area #1 of the District and costs related thereto in accordance with the terms of the Service and Assessment Plan or that are otherwise authorized by the PID Act.

(b) The levy of the Improvement Area #1 Assessments shall be effective on the date of execution of this Ordinance levying Improvement Area #1 Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Improvement Area #1 Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Improvement Area #1 Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Improvement Area #1 Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan, as the same shall be reviewed and updated annually.

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

(g) The Annual Collection Costs for the Improvement Area #1 Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

**Section 6. Method of Assessment.**

The method of apportioning the Actual Costs of the Improvement Area #1 Projects and Annual Collection Costs is set forth in the Service and Assessment Plan.



**Section 7. Penalties and Interest on Delinquent Improvement Area #1 Assessments.**

Delinquent Improvement Area #1 Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

**Section 8. Prepayments of Improvement Area #1 Assessments.**

As provided in Section VI of the Service and Assessment Plan, the owner of any of the Improvement Area #1 Assessed Property may prepay the Improvement Area #1 Assessments levied by this Ordinance.

**Section 9. Lien Priority.**

The Village Council and the Landowners intend for the obligations, covenants, and burdens on the landowners of Improvement Area #1 Assessed Property, including without limitation such Landowners' obligations related to payment of the Improvement Area #1 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Improvement Area #1 Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of Improvement Area #1 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors, and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Improvement Area #1 Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

**Section 10. Appointment of District Administrator and Collector of Improvement Area #1 Assessments.**

(a) P3Works, LLC is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges, and expenses for providing such service shall constitute an Annual Collection Cost.

(b) The Village Administrator or his designee is hereby appointed and designated as the temporary collector of the Improvement Area #1 Assessments (the "Collector"). The Collector shall serve in such Village until such time as the Village shall arrange for the Collector's duties to be performed by the Hays County Tax Assessor and Collector, or another qualified collection agent selected by the Village.

**Section 11. Applicability of Tax Code.**

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing Public Improvement Districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Improvement Area #1 Assessments by the Village.

**Section 12. Filing in Land Records.**

The Village Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Improvement Area #1 Assessment Roll, to be recorded in the real



property records of Bell County. The Village Secretary is further directed to similarly file each Annual Service Plan Update approved by the Board of Aldermen.

**Section 13. Severability.**

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Board of Aldermen that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

**Section 14. Effective Date.**

This Ordinance shall take effect, and the levy of the Improvement Area #1 Assessments and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

*[The remainder of the page is intentionally left blank]*



PASSED AND ADOPTED, this 4th day of April 2024.

  
\_\_\_\_\_  
Michael Coggin, Mayor

ATTEST:

  
\_\_\_\_\_  
Debbie Bean, Village Secretary

[VILLAGE SEAL]







**EXHIBIT A**

Service and Assessment Plan

---





# Sanctuary East Public Improvement District

---

SERVICE AND ASSESSMENT PLAN

APRIL 4, 2024



AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

## TABLE OF CONTENTS

Table of Contents .....	1
Introduction.....	2
Section I: Definitions.....	3
Section II: The District.....	10
Section III: Authorized Improvements.....	10
Section IV: Service Plan .....	12
Section V: Assessment Plan .....	12
Section VI: Terms of the Assessments.....	14
Section VII: Assessment Rolls .....	20
Section VIII: Additional Provisions.....	20
Exhibits .....	22
Appendices .....	22
Exhibit A-1 – District Boundary Map .....	23
Exhibit A-2 – Concept Plan .....	24
Exhibit A-3 – Improvement Area #1 Map.....	26
Exhibit B – Authorized Improvements.....	27
Exhibit C – Service Plan.....	28
Exhibit D – Sources and Uses.....	29
Exhibit E-1 – Improvement Area #1 Assessment Roll .....	30
Exhibit E-2 – Improvement Area #1 Annual Installments .....	33
Exhibit F – Maximum Assessment.....	34
Exhibit G – Maps of Improvement Area #1 Improvements .....	35
Exhibit H – Notice of PID Assessment Lien Termination .....	38
Exhibit I – Improvement Area #1 Legal Description .....	41
Exhibit J – District Legal Description.....	45
Exhibit K – Map of Lot Types within Improvement Area #1.....	50
Exhibit L-1 – Lot Type 1 Buyer Disclosure.....	51
Exhibit L-2 – Lot Type 2 Buyer Disclosure.....	57
Exhibit L-3 – Lot Type 3 Buyer Disclosure.....	63
Exhibit M – Phase 1A Final Plat .....	69
Appendix A – Engineer’s Report.....	72

## INTRODUCTION

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

On February 2, 2023, the Board of Aldermen passed and approved Resolution No. 2023-03, authorizing the creation of the District in accordance with the PID Act.

The purpose of the District is to finance the Actual Costs of the Authorized Improvements that confer a special benefit on property within the District. The District contains approximately 188.85 acres located within the Village, as described legally by metes and bounds on **Exhibit J** and as depicted on the map in **Exhibit A-1**.

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

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

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

## SECTION I: DEFINITIONS

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

**“Additional Interest”** means the amount collected by application of the Additional Interest Rate if PID Bonds are issued. Additional Interest will not be charged on the Improvement Area #1 Reimbursement Obligation.

**“Additional Interest Rate”** means the 0.50% additional interest rate charged on Assessments securing PID Bonds, if issued, pursuant to Section 372.018 of the PID Act.

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

**“Annual Collection Costs”** mean the actual or budgeted costs and expenses relating to collecting the Annual Installments, 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 Village; (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, if issued; (6) investing or depositing Assessments and Annual Installments; (7) complying with

this Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements, if issued; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

**“Annual Service Plan Update”** means an update to this, or any Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the Board of Aldermen.

**“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 an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Assessment Ordinance”** means any ordinance adopted by the Board of Aldermen in accordance with the PID Act that levies an Assessment on Assessed Property within the District, as shown on any Assessment Roll.

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

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

**“Authorized Improvements”** means improvements authorized by Section 372.003 of the PID Act, including Improvement Area #1 Improvements, Bond Issuance Costs, and First Year Annual Collection Costs.

**“Board of Aldermen”** means the governing body of the Village.

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

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

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

**“Developer”** means Sanctuary Development Company, LLC, a Texas limited liability company and its successors and assigns.

**“District”** means the Sanctuary East Public Improvement District, consisting of approximately 188.85 acres within the Village, as described by metes and bounds shown on Exhibit J and by the map shown on Exhibit A-1.

**“Engineer’s Report”** means a report provided by a licensed professional engineer that identifies the Authorized Improvements, including their costs, location, and benefit, attached hereto as Appendix A.

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

**“First Year Annual Collection Costs”** means the estimated cost of the first year’s Annual Collection Costs.

**“Future Improvement Area”** means a distinct portion of the District, described by metes and bounds and developed as an individual phase after Improvement Area #1, with such area(s) to be described and designated in future Annual Service Plan Updates.



**“Future Improvement Area Bonds”** means PID Bonds issued to fund Future Improvement Area Improvements. If issued, Future Improvement Area Bonds will be secured by and paid only from Assessments levied on Parcels within the Future Improvement Area.

**“Future Improvement Area Improvements”** means the Authorized Improvements which only benefit the Future Improvement Area.

**“Improvement Area(s)”** means specifically defined and designated areas within the District that are developed in phases including Improvement Area #1.

**“Improvement Area #1”** means the first Improvement Area to be developed within the District, as shown on **Exhibit A-3**, and as described on **Exhibit I**, comprised of approximately 65.508 acres and planned to include 175 single family homes. Improvement Area #1 includes all lots in Phase 1A and all lots in Phase 1B.

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

**“Improvement Area #1 Assessed Property”** means all Parcels within Improvement Area #1 other than Non-Benefited Property, Non-Assessed Lots and Owner Association Property.

**“Improvement Area #1 Assessment Roll”** means the assessment roll included in this Service and Assessment Plan as **Exhibit E-1**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared relating to the issuance of PID Bonds, if issued, or in connection with any Annual Service Plan Update.

**“Improvement Area #1 Assessments”** means the Assessments shown on the Improvement Area #1 Assessment Roll that are levied on Improvement Area #1 Assessed Property to fund Improvement Area #1 Projects.

**“Improvement Area #1 Improvements”** means Authorized Improvements which only benefit Improvement Area #1 Assessed Property as described in **Section III** and depicted on **Exhibit G**.

**“Improvement Area #1 Projects”** means the Improvement Area #1 Improvements, Bond Issuance Costs, and First Year Annual Collection Costs.

**“Improvement Area #1 Reimbursement Agreement”** means that certain Sanctuary East Public Improvement District Financing and Reimbursement Agreement between the Village of Salado, Texas, and Sanctuary Development Company, LLC, a Texas limited liability company, with Old

World BBD, Inc., a Texas corporation, Castlerock Communities, Inc., a Delaware limited liability company, Billie Hanks, Jr. and Carol Anne Hanks, as Consenting Parties, dated December 22, 2023.

**“Improvement Area #1 Reimbursement Obligation”** means an amount not to exceed \$5,527,000 payable from Improvement Area #1 Assessments to be paid to the Developer pursuant to the Improvement Area #1 Reimbursement Agreement.

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

**“Landowner Certificate”** means any landowner certificate executed by the applicable Owner(s) consenting to the levy of the Assessments.

**“Lot”** means, for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat.

**“Lot Type”** means a classification of final building Lots with similar characteristics (e.g., lot size, product type, buildout value, etc.), as determined by the Administrator and confirmed by the Board of Aldermen. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as determined by the Administrator and confirmed by the Board of Aldermen. A map of the Lot Types within Phase 1A of Improvement Area #1 is included as **Exhibit K**.

**“Lot Type 1”** means a Lot designated as a 45’ lot within Improvement Area #1.

**“Lot Type 2”** means a Lot designated as a 50’ lot within Improvement Area #1.

**“Lot Type 3”** means a Lot designated as a 75’ lot within Improvement Area #1.

**“Maximum Assessment”** means for each Lot Type within Improvement Area #1, at the time a new Lot is created by plat, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown on **Exhibit F**, which amount will be reduced annually by principal payments made as part of the Annual Installment. Maximum Assessment for Future Improvement Areas will be determined in future Annual Service Plan updates.

**“Non-Assessed Lots”** means tax parcels 515945 (Lot 1, Block F, Phase 1A), 515949 (Lot 5, Block F, Phase 1A), 515952 (Lot 9, Block F, Phase 1A), 515955 (Lot 12, Block G, Phase 1A), 515956 (Lot 13, Block G, Phase 1A), 515969 (Lot 80, Block M, Phase 1A), 515978 (Lot 69, Block N, Phase 1A), 515982 (Lot 73, Block N, Phase 1A) and 515984 (Lot 76, Block N, Phase 1A) which are located in

Improvement Area #1 and shown on the Phase 1A Final Plat, but which have been transferred to individual homeowners as of the date thereof and are not subject to assessment.

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

**“Notice of PID Assessment Lien Termination”** means a document recorded in the official public records of the County evidencing the termination of the lien related to an Assessment, a form of which is attached as **Exhibit H**.

**“Owner(s)”** means the Developer, Old World BBD, Inc., a Texas corporation, Castlerock Communities, Inc., a Delaware limited liability company, Carol Anne Hanks, Billie Hanks, Jr., and their successors and assigns.

**“Owner Association”** means one or more property owners associations that may own, operate and/or maintain some of the Authorized Improvements and which the Village acknowledges are approved and authorized by the Village pursuant to Section 372.023(a)(3) of the PID Act.

**“Owner Association Property”** means property owned and/or maintained by an Owner Association.

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

**“Phase 1A”** means the Salado Sanctuary Phase 1A Final Plat. Phase 1A includes the Non-Assessed Lots.

**“Phase 1A Final Plat”** means the Salado Sanctuary Phase 1A Plat recorded in Document Number 20220-42431 of the Official Records of Real Property, Bell County, Texas and attached hereto as **Exhibit M** containing approximately 28.78 acres.

**“Phase 1B”** means all of the area within Improvement Area #1, save and except Phase 1A, consisting of approximately 36.728 acres. Until a plat has been recorded and a Property ID has been assigned by the Appraisal District to each Lot within Phase 1B, the Annual Installment allocable to the Improvement Area #1 will be allocated to each property ID within Phase 1B based on the Tax Appraisal District of Bell County acreage for billing purposes only.

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

**“PID Bonds”** means bonds issued by the Village, in one or more series, to finance the Authorized Improvements that confer a special benefit on the property within the District.

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

**“Prepayment Costs”** means principal, interest, including Additional Interest, if applicable, and Annual Collection Costs to the date of Prepayment.

**“Private Improvements”** means the improvements that are funded entirely by the Developer and are not eligible for repayment by Assessments; provided that, for the avoidance of doubt, such term does not include the improvements to be funded entirely by the Developer without reimbursement to the extent the amount of Authorized Improvements exceeds the amount of the PID Bonds.

**“Service and Assessment Plan”** means this Service and Assessment Plan as it may be modified, amended, supplemented, and updated from time to time.

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

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

**“Village”** means the Village of Salado, Texas.

[Remainder of page intentionally left blank]

## SECTION II: THE DISTRICT

The District includes approximately 188.85 acres located within the Village, as described legally by metes and bounds on **Exhibit J** and as depicted on the map on **Exhibit A-1**. Development of the District is anticipated to include approximately 416 single-family homes.

Improvement Area #1 includes approximately 65.508 acres as described legally by metes and bounds on **Exhibit I** and as depicted on the map on **Exhibit A-3**. Development of Improvement Area #1 is anticipated to include 175 single-family homes. Improvement Area #1 includes all lots in Phase 1A and all lots in Phase 1B.

## SECTION III: AUTHORIZED IMPROVEMENTS

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

### A. Improvement Area #1 Projects

#### 1. Improvement Area #1 Improvements

##### ▪ *Street and Drainage*

Street cross sections were constructed in accordance with Village of Salado standard details and generally include subgrade preparation (including lime treatment and compaction), crushed limestone base, all related earth work, erosion control, and demolition. All construction includes typical requirements for erosion and sedimentation control measures (i.e, silt fences, rock berms, stabilized construction entrances, and storm sewer inlet protection).

##### ▪ *Sanitary Sewer*

The wastewater system design includes installation of 8" SDR-26 PVC gravity pipelines, 4" residential service lines (with two-way cleanout), and wastewater manholes. Improvements also include excavation and embankment, trench safety, and pipeline embedment. All construction includes typical requirements for erosion and sedimentation control measures (i.e., silt fences, rock berms, stabilized construction entrances, and storm sewer inlet protection).

- *Soft Costs*

Costs related to designing, constructing, installing, and financing the Improvement Area #1 Improvements, including land planning and design, Village fees and performance bonds, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, district formation costs, and other PID costs incurred and paid by the Developer.

## **2. Bond Issuance Costs**

- *Debt Service Reserve Fund*

Equals the amount required under an applicable Indenture in connection with the issuance of PID Bonds, if issued. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Capitalized Interest*

Equals the amount of capitalized interest available for payment of interest on PID Bonds, if issued, as reflected in the Indenture. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds, if issued, and includes a fee for underwriter's counsel. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Costs of Issuance*

Includes costs associated with issuing PID Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, Village costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

## **3. First Year Annual Collection Costs**

Equals the First Year Annual Collection Costs for Improvement Area #1.

## **B. Future Improvement Area Improvements**

As Future Improvement Areas are developed, this Service and Assessment Plan will be updated with descriptions of the Future Improvement Area Improvements.

## SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan shall be updated in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for the District.

**Exhibit D** summarizes the sources and uses of funds required to finance the Improvement Area #1 Projects. If PID Bonds are issued, **Exhibit D** will be updated to show the amount required to fund the required reserves and issue PID Bonds at the time the PID Bonds are issued. The sources and uses of funds shown on **Exhibit D** shall be updated in each Annual Service Plan Update.

## SECTION V: ASSESSMENT PLAN

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

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

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

### A. Assessment Methodology

The Board of Aldermen, acting in its legislative capacity based on information provided by the Developer and their engineer and on review by the Village staff and by third-party consultants retained by the Village, has determined that Improvement Area #1 Projects shall be allocated to

the Improvement Area #1 Assessed Property pro rata based on Estimated Buildout Value, as shown on **Exhibit F**. Future Improvement Area Improvements will be allocated 100% to the applicable Future Improvement Area(s).

### **B. Improvement Area #1 Assessments**

Improvement Area #1 Assessments are levied on the Improvement Area #1 Assessed Property according to the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit E-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit E-2**, subject to revisions made during any Annual Service Plan Update.

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

The Board of Aldermen, acting in its legislative capacity based on information provided by the Developer and their engineer and reviewed by the Village staff and by third-party consultants retained by the Village, has found and determined:

#### **1. Improvement Area #1**

- a. The costs of the Improvement Area #1 Projects equal \$7,006,204 as shown on **Exhibit B**; and
- b. The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Projects equal to or greater than the Actual Costs of the Improvement Area #1 Projects allocated to the Improvement Area #1 Assessed Property; and
- c. The Assessed Property is allocated 100% of the Improvement Area #1 Assessments levied for the Improvement Area #1 Projects, which equal \$5,527,000 as shown on the Improvement Area #1 Assessment Roll, attached as **Exhibit E-1**; and
- d. The special benefit ( $\geq$  \$7,006,204) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Projects allocated to the Improvement Area #1 Assessed Property is greater than or equal to the amount of Improvement Area #1 Assessments (\$5,527,000) levied on the Improvement Area #1 Assessed Property; and
- e. The Developer has acknowledged that the Improvement Area #1 Projects confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for the Actual costs associated therewith. The Owners required by the Village to execute a Landowner Certificate have ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the Board of Aldermen as to the special benefits described herein and in the Assessment



Ordinance, and (2) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

## *2. Future Improvement Area*

As each Future Improvement Areas is developed, this Service and Assessment Plan will be updated to describe the special benefit specific to the applicable Future Improvement Area.

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

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

### **E. Additional Interest**

If PID Bonds are issued, the interest rate on Assessments levied on Assessed Property to pay the PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture. Additional Interest is not charged on the Improvement Area #1 Reimbursement Obligation.

## **SECTION VI: TERMS OF THE ASSESSMENTS**

### **A. Reallocation of Assessments**

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

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The calculation of the Estimated Buildout Value of an Assessed Property shall be performed by the Administrator based on information from the Developer, homebuilder, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The calculation as confirmed by the Board of Aldermen 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 Service and Assessment Plan approved by the Board of Aldermen.

## *2. Upon Subdivision by a Recorded Subdivision Plat*

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type

D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefited Property

E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the Village an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the Estimated Buildout Value for a Lot shall be performed by the Administrator and confirmed by the Board of Aldermen based on information provided by the Developer, homebuilder, third party consultants, and/or the official public records of the County regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the Board of Aldermen.

### *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 Board of Aldermen in the next Annual Service Plan Update.

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

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment for such Lot Type. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the landowner shall partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The Village's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

## **C. Mandatory Prepayment of Assessments**

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments under applicable law or any portion of Assessed Property becomes Non-Benefited Property, the owner transferring the Assessed Property or causing the portion to become Non-Benefited Property shall pay to the Village or the Administrator on behalf of the Village the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Assessed Property, prior to the transfer; provided that, however, such mandatory Prepayment of the Assessment shall not be required for portions of a Parcel that are dedicated or conveyed to the Village, any other governmental entity or utility provider, or an Owner Association for use as internal roads, utilities, parks, drainage and detention facilities, and other similar improvements, in which case the Assessment that was allocated to the Parcel will be reallocated to the remainder of the Parcel. If a reallocation to the remainder of the Parcel as provided in the foregoing sentence causes the Assessment for such remainder to exceed the Maximum Assessment, the owner of the remainder of the Parcel must partially prepay the

Assessment to the extent it exceeds the Maximum Assessment for such Parcel in an amount sufficient to reduce the Assessment to the Maximum Assessment.

#### **D. Reduction of Assessments**

If as a result of cost savings or Authorized Improvements not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the Board of Aldermen shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs, or (ii) in the event PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the project fund, relating to the PID Bonds, that are not expected to be used for purposes of the project fund to redeem outstanding PID Bonds, in accordance with the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

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

#### **E. Prepayment of Assessments**

The owner of the Assessed Property may pay, at any time, all, or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the Board of Aldermen for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the Village shall provide the owner with a recordable Notice of PID Assessment Lien Termination, a form of which is attached as **Exhibit H**.

If an Assessment is paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the Board of Aldermen for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the Prepayment made.

#### **F. Prepayment as a Result of Eminent Domain Proceeding or Taking**

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

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the "Remaining Property") following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment and Annual Installments applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the Village receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the assessment on the Remaining Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the applicable Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90 and the Annual Installments adjusted accordingly.

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

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

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

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit E-2** shows the projected Improvement Area #1 Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the Board of Aldermen for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be reduced by any applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the Village in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the Village. The Board of Aldermen may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the Annual Installments as they become due and payable.

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

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and

shall be delinquent if not paid prior to February 1 of the following year. Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

## **SECTION VII: ASSESSMENT ROLLS**

The Improvement Area #1 Assessment Roll is attached as **Exhibit E-1**. The Administrator shall prepare and submit to the Board of Aldermen, for review and approval, proposed revisions to the Assessment Rolls and Annual Installments for each Parcel within the District 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 Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1<sup>st</sup> of each year following Board of Aldermen approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the Board of Aldermen and the owner within 30 days of such referral. The Board of Aldermen shall consider the owner's notice of error and the Administrator's response at a public hearing, and within 30 days after closing such hearing, the Board of Aldermen shall make a final determination as to whether an error has been made. If the Board of Aldermen determines that an error has been made, the Board of Aldermen may take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the Assessment Ordinance, or the Indenture, or is otherwise authorized by the discretionary power of the Board of Aldermen. The determination by the Board of Aldermen as to whether an error has been made, and any corrective action taken by the Board of Aldermen, shall be final and binding on the owner and the Administrator.

### **B. Amendments**

Amendments to this Service and Assessment Plan must be made by the Board of Aldermen in accordance with the PID Act. To the extent permitted by the PID Act, this 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 Service and Assessment Plan.

### **C. Administration and Interpretation**

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the Board of Aldermen; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the Board of Aldermen by owners or developers adversely affected by the interpretation. Appeals shall be decided by the Board of Aldermen after holding a public hearing at which all interested parties have an opportunity to be heard. Decisions by the Board of Aldermen shall be final and binding on the owners and developers and their successors and assigns.

### **D. Form of Buyer Disclosure**

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto in **Exhibit L-1, Exhibit L-2, and Exhibit L-3**. Within seven days of approval by the Board of Aldermen, the Village shall file and record in the real property records of the County, in its entirety, the executed ordinance, including any attachments, approving this Service and Assessment Plan, or any future Annual Service Plan Updates.

### **E. Severability**

If any provision of this 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



## EXHIBITS

The following Exhibits are attached to and made a part of this Service and Assessment Plan for all purposes:

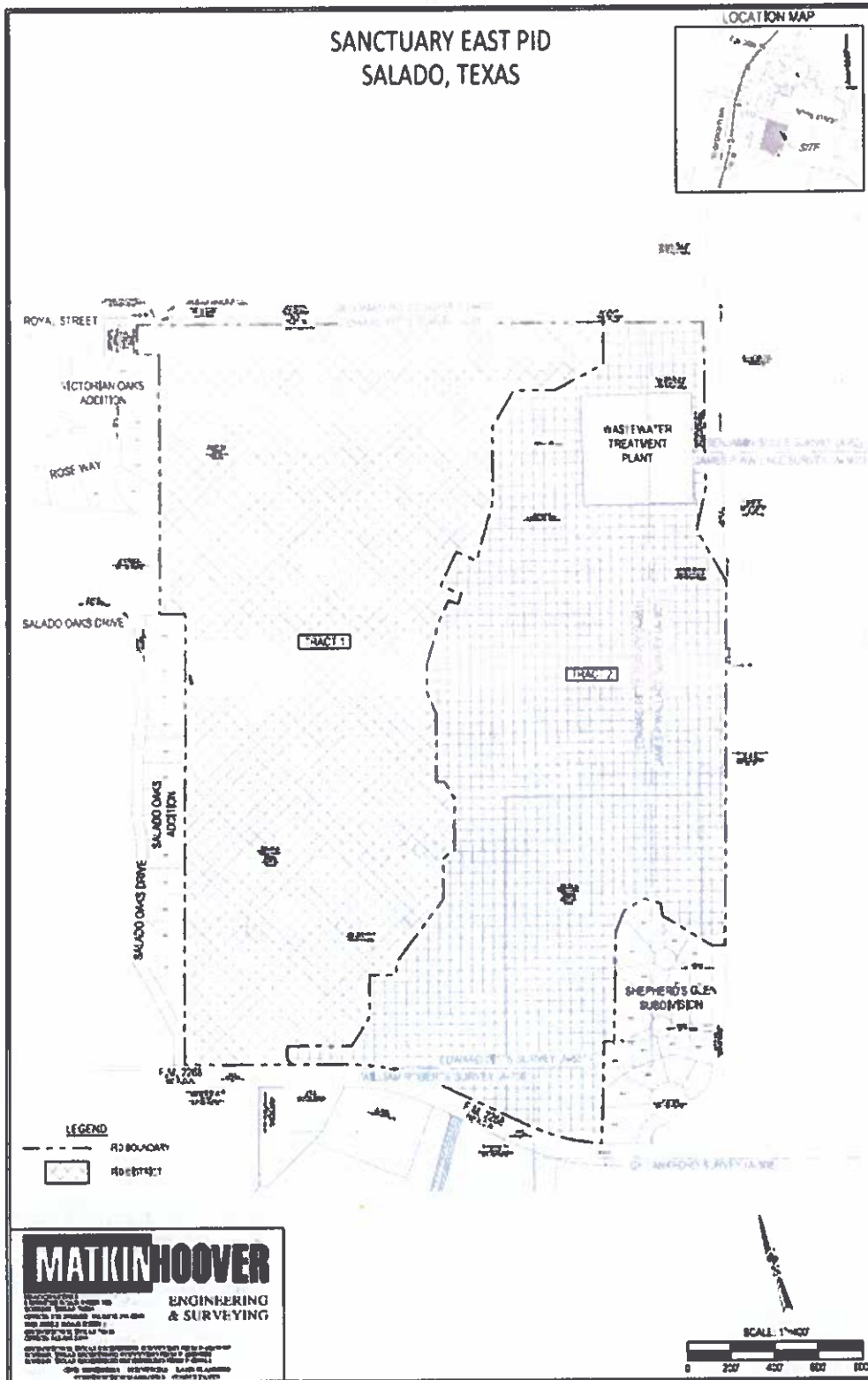
<b>Exhibit A-1</b>	District Boundary Map
<b>Exhibit A-2</b>	Concept Plan
<b>Exhibit A-3</b>	Improvement Area #1 Map
<b>Exhibit B</b>	Authorized Improvements
<b>Exhibit C</b>	Service Plan
<b>Exhibit D</b>	Sources and Uses
<b>Exhibit E-1</b>	Improvement Area #1 Assessment Roll
<b>Exhibit E-2</b>	Improvement Area #1 Annual Installments
<b>Exhibit F</b>	Maximum Assessment
<b>Exhibit G</b>	Maps of Improvement Area #1 Improvements
<b>Exhibit H</b>	Notice of PID Assessment Lien Termination
<b>Exhibit I</b>	Improvement Area #1 Legal Description
<b>Exhibit J</b>	District Legal Description
<b>Exhibit K</b>	Map of Lot Types with Improvement Area #1
<b>Exhibit L-1</b>	Lot Type 1 Buyer Disclosure
<b>Exhibit L-2</b>	Lot Type 2 Buyer Disclosure
<b>Exhibit L-3</b>	Lot Type 3 Buyer Disclosure
<b>Exhibit M</b>	Phase 1A Final Plat

## APPENDICES

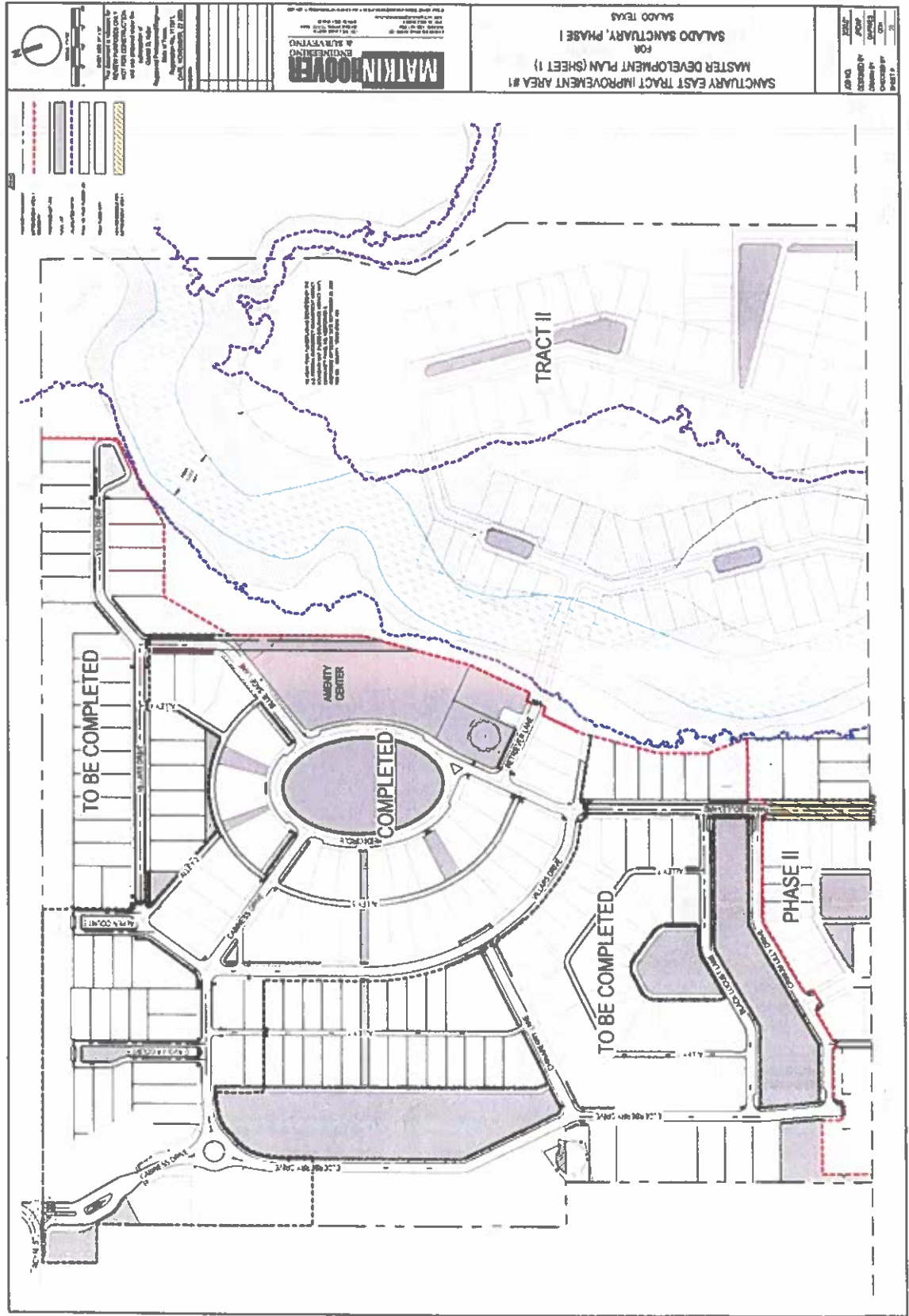
The following Appendices are attached to and made a part of this Service and Assessment Plan for all purposes:

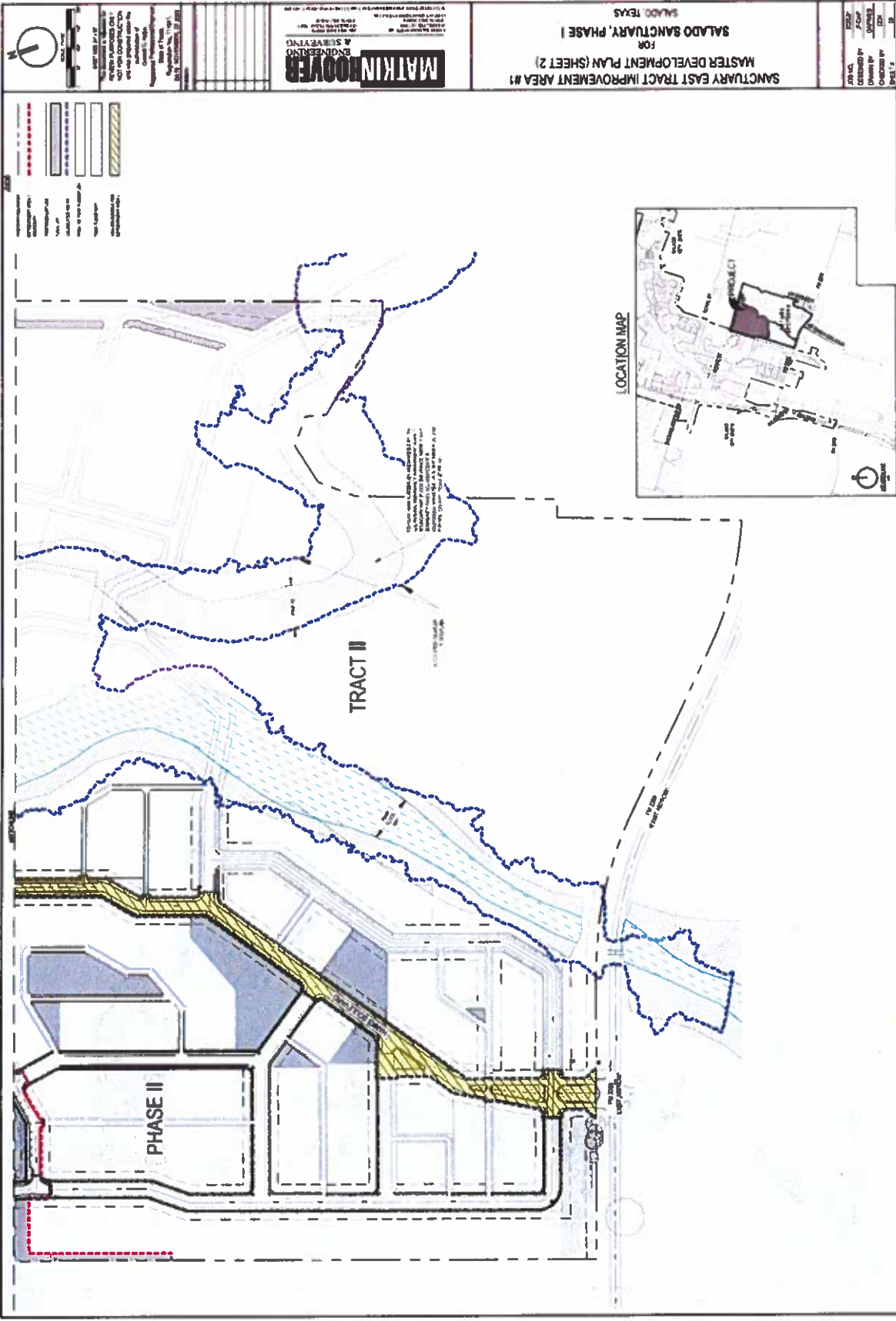
<b>Appendix A</b>	Engineer's Report
-------------------	-------------------

## EXHIBIT A-1 – DISTRICT BOUNDARY MAP

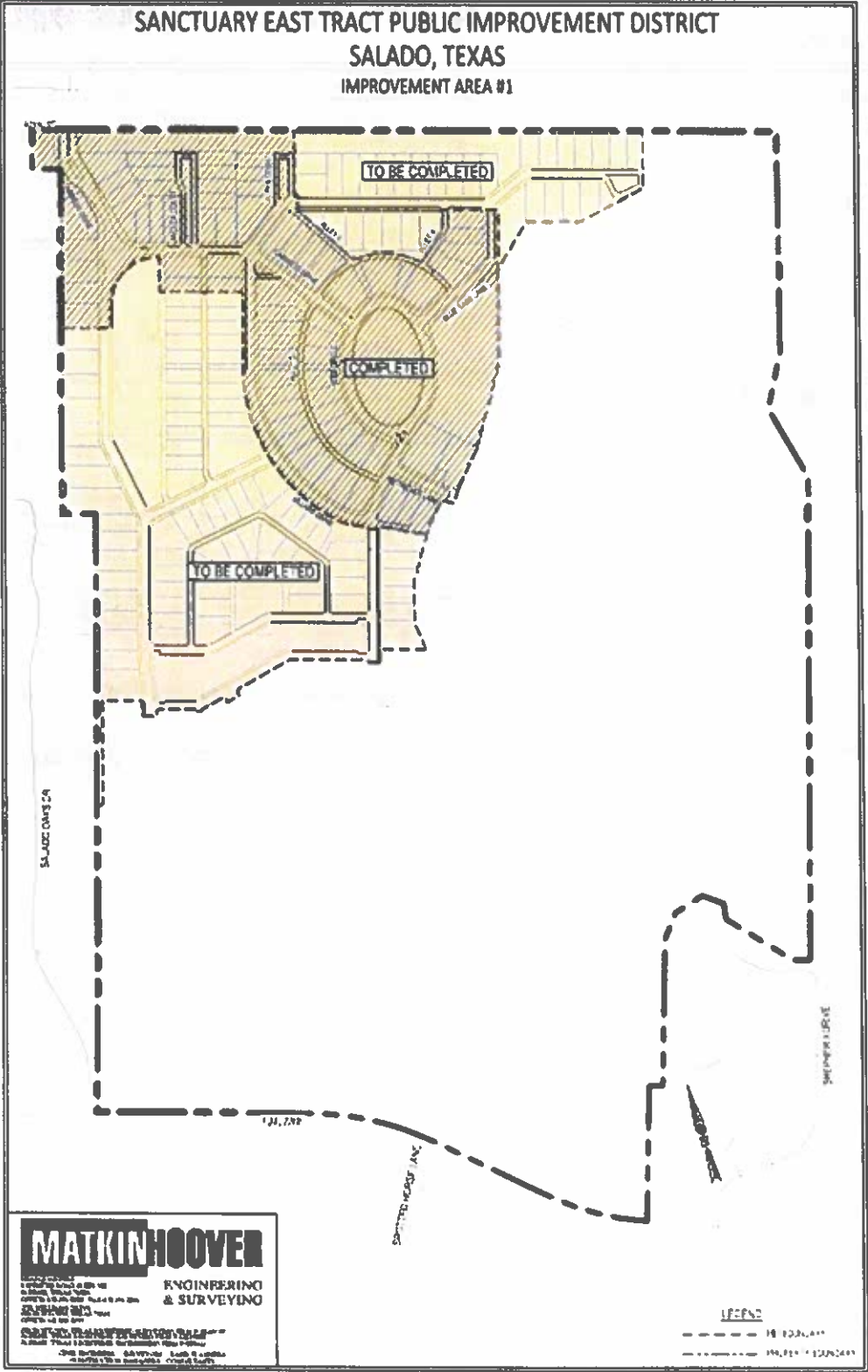


**EXHIBIT A-2 – CONCEPT PLAN**





**EXHIBIT A-3 – IMPROVEMENT AREA #1 MAP**



## EXHIBIT B – AUTHORIZED IMPROVEMENTS

	Improvement Area #1		
	Total Costs [a]	Projects	Private Costs
<b>Improvement Area #1 Improvements</b>			
Street and Drainage	\$ 4,069,023	\$ 4,069,023	\$ -
Sanitary Sewer	831,455	831,455	-
Soft Costs	1,079,467	1,079,467	-
	\$ 5,979,945	\$ 5,979,945	\$ -
<b>Private Improvements</b>			
Water	\$ 1,149,922	\$ -	\$ 1,149,922
	1,149,922	-	1,149,922
<b>Bond Issuance Costs</b>			
Debt Service Reserve Fund [b]	\$ 384,076	\$ 384,076	-
Capitalized Interest [b]	109,753	109,753	-
Underwriter's Discount [b]	165,810	165,810	-
Cost of Issuance [b]	331,620	331,620	-
	\$ 991,259	\$ 991,259	-
<b>First Year Annual Collection Costs</b>			
First Year Collection Costs	\$ 35,000	\$ 35,000	-
	\$ 35,000	\$ 35,000	-
<b>Total</b>	<b>\$ 8,156,126</b>	<b>\$ 7,006,204</b>	<b>\$ 1,149,922</b>

**Notes:**

[a] Costs were determined per the Engineer's Opinion of Probable Cost prepared by Matkin Hoover Engineering & Surveying dated November 2023.

[b] The amounts shown for Bond Issuance Costs are estimates and are subject to change if PID Bonds are issued.

### EXHIBIT C – SERVICE PLAN

Annual Installments Due	1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
<i>Improvement Area #1 Reimbursement Obligation</i>					
Principal	\$ 87,000.00	\$ 91,000.00	\$ 95,000.00	\$ 99,000.00	\$ 104,000.00
Interest	\$ 297,076.25	\$ 292,400.00	\$ 287,508.75	\$ 282,402.50	\$ 277,081.25
(1)	\$ 384,076.25	\$ 383,400.00	\$ 382,508.75	\$ 381,402.50	\$ 381,081.25
Annual Collection Costs	\$ 35,700.00	\$ 36,414.00	\$ 37,142.28	\$ 37,885.13	\$ 38,642.83
Additional Interest [a]	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Annual Installment</b>	<b>\$ 419,776.25</b>	<b>\$ 419,814.00</b>	<b>\$ 419,651.03</b>	<b>\$ 419,287.63</b>	<b>\$ 419,724.08</b>
<b>(4) = (1) + (2) + (3)</b>					

**Notes:**

[a] Additional Interest will be collected if PID Bonds are issued.

## EXHIBIT D – SOURCES AND USES

Sources of Funds		
Improvement Area #1 Reimbursement Obligation [a]	\$	5,527,000
Developer Contribution [b]	\$	2,629,126
<b>Total Sources</b>	<b>\$</b>	<b>8,156,126</b>

Uses of Funds		
Improvement Area #1 Improvements	\$	5,979,945
Private Improvements	\$	1,149,922
	<b>\$</b>	<b>7,129,867</b>

<i>Bond Issuance Costs</i>		
Debt Service Reserve Fund [c]	\$	384,076
Capitalized Interest [c]	\$	109,753
Underwriter's Discount [c]	\$	165,810
Cost of Issuance [c]	<b>\$</b>	<b>331,620</b>
		<b>991,259</b>

<i>First Year Annual Collection Costs</i>		
First Year Annual Collection Costs	\$	35,000
	<b>\$</b>	<b>35,000</b>

<b>Total Uses</b>	<b>\$</b>	<b>8,156,126</b>
-------------------	-----------	------------------

**Notes:**

[a] If PID Bonds secured by the Improvement Area #1 Assessments are issued, the Annual Installments cannot increase above what is shown on Exhibit E-2, and a reduction in outstanding Assessment may be required.

[b] The Developer Contribution represents costs expended and/or to be expended by the Developer to construct the Private Improvements and/or Authorized Improvements in excess of the Improvement Area #1 Reimbursement Obligation.

[c] The amounts shown for Bond Issuance Costs are estimates and are subject to change if PID Bonds are issued.



## EXHIBIT E-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID	Legal Description	Lot Type	Outstanding Assessment <sup>2</sup>	Annual Installment Due 1/31/2025
515936	SALADO SANCTUARY PHASE 1A, BLOCK 00A, LOT 0158	Lot Type 3	\$ 38,287.23	\$ 2,907.92
515937	SALADO SANCTUARY PHASE 1A, BLOCK 00A, LOT 0159	Lot Type 3	\$ 38,287.23	\$ 2,907.92
515938	SALADO SANCTUARY PHASE 1A, BLOCK 00A, LOT 0160	Lot Type 3	\$ 38,287.23	\$ 2,907.92
515939	SALADO SANCTUARY PHASE 1A, BLOCK 00A, LOT 0161	Lot Type 3	\$ 38,287.23	\$ 2,907.92
515940	SALADO SANCTUARY PHASE 1A, BLOCK 00A, LOT 0162	Lot Type 3	\$ 38,287.23	\$ 2,907.92
515941	SALADO SANCTUARY PHASE 1A, BLOCK 00D, LOT 0143	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515942	SALADO SANCTUARY PHASE 1A, BLOCK 00D, LOT 0144	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515943	SALADO SANCTUARY PHASE 1A, BLOCK 00E, LOT 0141	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515944	SALADO SANCTUARY PHASE 1A, BLOCK 00E, LOT 0142	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515945	SALADO SANCTUARY PHASE 1A, BLOCK 00F, LOT 0001	Non-Assessed	\$ -	\$ -
515946	SALADO SANCTUARY PHASE 1A, BLOCK 00F, LOT 0002	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515947	SALADO SANCTUARY PHASE 1A, BLOCK 00F, LOT 0003	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515948	SALADO SANCTUARY PHASE 1A, BLOCK 00F, LOT 0004	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515949	SALADO SANCTUARY PHASE 1A, BLOCK 00F, LOT 0005	Non-Assessed	\$ -	\$ -
515950	SALADO SANCTUARY PHASE 1A, BLOCK 00F, LOT 0006	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515951	SALADO SANCTUARY PHASE 1A, BLOCK 00F, LOT 0007	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515952	SALADO SANCTUARY PHASE 1A, BLOCK 00F, LOT 0009	Non-Assessed	\$ -	\$ -
515953	SALADO SANCTUARY PHASE 1A, BLOCK 00F, LOT 0010	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515954	SALADO SANCTUARY PHASE 1A, BLOCK 00F, LOT 0011	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515955	SALADO SANCTUARY PHASE 1A, BLOCK 00G, LOT 0012	Non-Assessed	\$ -	\$ -
515956	SALADO SANCTUARY PHASE 1A, BLOCK 00G, LOT 0013	Non-Assessed	\$ -	\$ -
515957	SALADO SANCTUARY PHASE 1A, BLOCK 00G, LOT 0014	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515958	SALADO SANCTUARY PHASE 1A, BLOCK 00G, LOT 0015	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515959	SALADO SANCTUARY PHASE 1A, BLOCK 00G, LOT 0016	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515960	SALADO SANCTUARY PHASE 1A, BLOCK 00G, LOT 0017	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515961	SALADO SANCTUARY PHASE 1A, BLOCK 00G, LOT 0018	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515962	SALADO SANCTUARY PHASE 1A, BLOCK 00G, LOT 0019	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515963	SALADO SANCTUARY PHASE 1A, BLOCK 00G, LOT 0020	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515964	SALADO SANCTUARY PHASE 1A, BLOCK 00G, LOT 0021	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515965	SALADO SANCTUARY PHASE 1A, BLOCK 00K, LOT 0045	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515966	SALADO SANCTUARY PHASE 1A, BLOCK 00K, LOT 0046	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515967	SALADO SANCTUARY PHASE 1A, BLOCK 00K, LOT 0047	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515968	SALADO SANCTUARY PHASE 1A, BLOCK 00K, LOT 0048	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515969	SALADO SANCTUARY PHASE 1A, BLOCK 00M, LOT 0080	Non-Assessed	\$ -	\$ -
515970	SALADO SANCTUARY PHASE 1A, BLOCK 00M, LOT 0081	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515971	SALADO SANCTUARY PHASE 1A, BLOCK 00M, LOT 0082	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515972	SALADO SANCTUARY PHASE 1A, BLOCK 00M, LOT 0083	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515973	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0064	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515974	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0065	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515975	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0066	Lot Type 1	\$ 31,549.99	\$ 2,396.23

Property ID	Legal Description	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2025
515976	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0067	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515977	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0068	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515978	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0069	Non-Assessed	\$ -	\$ -
515979	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0070	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515980	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0071	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515981	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0072	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515982	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0073	Non-Assessed	\$ -	\$ -
515983	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0075	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515984	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0076	Non-Assessed	\$ -	\$ -
515985	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0077	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515986	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0078	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515987	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0079	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515988	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0061	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515989	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0062	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515990	SALADO SANCTUARY PHASE 1A, BLOCK 00N, LOT 0063	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515991	SALADO SANCTUARY PHASE 1A, BLOCK 00P, LOT 0500	Lot Type 1	\$ 31,549.99	\$ 2,396.23
515992	SALADO SANCTUARY PHASE 1A, BLOCK 00P, LOT 0501	Non-Benefitted	\$ -	\$ -
515993	SALADO SANCTUARY PHASE 1A, BLOCK 00P, LOT 0502	Non-Benefitted	\$ -	\$ -
515994	SALADO SANCTUARY PHASE 1A, BLOCK 00R, LOT 0052	Lot Type 3	\$ 38,287.23	\$ 2,907.92
515995	SALADO SANCTUARY PHASE 1A, BLOCK 00R, LOT 0053	Lot Type 3	\$ 38,287.23	\$ 2,907.92
515996	SALADO SANCTUARY PHASE 1A, BLOCK 00R, LOT 0054	Lot Type 3	\$ 38,287.23	\$ 2,907.92
515997	SALADO SANCTUARY PHASE 1A, BLOCK 00R, LOT 0055	Lot Type 3	\$ 38,287.23	\$ 2,907.92
515998	SALADO SANCTUARY PHASE 1A, BLOCK 00R, LOT 0056	Lot Type 3	\$ 38,287.23	\$ 2,907.92
515999	SALADO SANCTUARY PHASE 1A, BLOCK 00R, LOT 0057	Lot Type 3	\$ 38,287.23	\$ 2,907.92
516000	SALADO SANCTUARY PHASE 1A, BLOCK 00R, LOT 0058	Lot Type 3	\$ 38,287.23	\$ 2,907.92
516001	SALADO SANCTUARY PHASE 1A, BLOCK 00R, LOT 0059	Lot Type 3	\$ 38,287.23	\$ 2,907.92
516002	SALADO SANCTUARY PHASE 1A, BLOCK 00R, LOT 0060	Lot Type 3	\$ 38,287.23	\$ 2,907.92
516003	SALADO SANCTUARY PHASE 1A, BLOCK 00S, LOT 0049	Lot Type 3	\$ 38,287.23	\$ 2,907.92
516004	SALADO SANCTUARY PHASE 1A, BLOCK 00S, LOT 0050	Lot Type 3	\$ 38,287.23	\$ 2,907.92
516005	SALADO SANCTUARY PHASE 1A, BLOCK 00S, LOT 0051	Lot Type 3	\$ 38,287.23	\$ 2,907.92
516006	SALADO SANCTUARY PHASE 1A, LOT 0490	Non-Benefitted	\$ -	\$ -
516007	SALADO SANCTUARY PHASE 1A, LOT 0900	Non-Benefitted	\$ -	\$ -
516008	SALADO SANCTUARY PHASE 1A, LOT 0902	Non-Benefitted	\$ -	\$ -
516009	SALADO SANCTUARY PHASE 1A, LOT 0903	Non-Benefitted	\$ -	\$ -
516010	SALADO SANCTUARY PHASE 1A, LOT 0904	Non-Benefitted	\$ -	\$ -
516011	SALADO SANCTUARY PHASE 1A, LOT 0905	Non-Benefitted	\$ -	\$ -
516012	SALADO SANCTUARY PHASE 1A, LOT 0906	Non-Benefitted	\$ -	\$ -
516013	SALADO SANCTUARY PHASE 1A, LOT 0910	Non-Benefitted	\$ -	\$ -
516014	SALADO SANCTUARY PHASE 1A, LOT 0911	Non-Benefitted	\$ -	\$ -
516015	SALADO SANCTUARY PHASE 1A, LOT 0912	Non-Benefitted	\$ -	\$ -

Property ID <sup>1</sup>	Legal Description	Lot Type	Outstanding Assessment <sup>2</sup>	Annual Installment Due 1/31/2025
516016	SALADO SANCTUARY PHASE 1A, LOT 0913	Non-Benefitted	\$ -	\$ -
516017	SALADO SANCTUARY PHASE 1A, LOT 0915	Non-Benefitted	\$ -	\$ -
516018	SALADO SANCTUARY PHASE 1A, LOT 0916	Non-Benefitted	\$ -	\$ -
516019	SALADO SANCTUARY PHASE 1A, LOT 0921	Non-Benefitted	\$ -	\$ -
516020	SALADO SANCTUARY PHASE 1A, LOT 0922	Non-Benefitted	\$ -	\$ -
495920	A0651BC E A PITTS, 1-1-1, 1-5, 1-6-1, ACRES 29.304	Phase 1B <sup>3</sup>	\$ 2,697,280.66	\$ 204,858.60
515934	A0651BC E A PITTS, 1-1-1, 1-5, 1-6-1, ACRES 9.618	Phase 1B <sup>3</sup>	\$ 885,286.84	\$ 67,237.58
	<b>Total</b>		\$ 5,527,000.00	\$ 419,776.25

**Notes:**

- 1) Phase 1B is contained within Property IDs 495920 & 515934. For billing purposes, the Annual Installment due 1/31/2025 allocable to Phase 1B is allocated pro rata based on acreage.
- 2) If PID Bonds secured by the Improvement Area #1 Assessment are issued, the Annual Installments cannot increase above what is shown on Exhibit E.2, and a reduction in outstanding Assessment may be required.
- 3) Property ID 515945, Property ID 515949, Property ID 515952, Property ID 515955, Property ID 515956, Property ID 515969, Property ID 515978, Property ID 515982, and Property ID 515984 are located within Phase 1A and are shown within the Phase 1A Final Plat but are not Assessed as the sale of these properties to third party individual owners was completed before the levy of Assessments. The allocable costs of Authorized Improvements which benefit the previously mentioned parcels will be funded by the Developer's contribution as shown in Exhibit D.

## EXHIBIT E-2 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Improvement Area #1 Reimbursement Obligation					
Annual Installment Due	Principal	Interest [a]	Annual Collection Costs	Annual Installment	
2025	\$ 87,000	\$ 297,076	\$ 35,700	\$ 419,776	
2026	91,000	292,400	36,414	419,814	
2027	95,000	287,509	37,142	419,651	
2028	99,000	282,403	37,885	419,288	
2029	104,000	277,081	38,643	419,724	
2030	109,000	271,491	39,416	419,907	
2031	114,000	265,633	40,204	419,836	
2032	119,000	259,505	41,008	419,513	
2033	125,000	253,109	41,828	419,937	
2034	131,000	246,390	42,665	420,055	
2035	137,000	239,349	43,518	419,867	
2036	143,000	231,985	44,388	419,373	
2037	150,000	224,299	45,276	419,575	
2038	157,000	216,236	46,182	419,418	
2039	165,000	207,798	47,105	419,903	
2040	173,000	198,929	48,047	419,976	
2041	181,000	189,630	49,008	419,638	
2042	190,000	179,901	49,989	419,890	
2043	199,000	169,689	50,988	419,677	
2044	209,000	158,993	52,008	420,001	
2045	219,000	147,759	53,048	419,807	
2046	230,000	135,988	54,109	420,097	
2047	241,000	123,625	55,191	419,816	
2048	253,000	110,671	56,295	419,967	
2049	266,000	97,073	57,421	420,494	
2050	279,000	82,775	58,570	420,345	
2051	293,000	67,779	59,741	420,520	
2052	307,000	52,030	60,936	419,966	
2053	322,000	35,529	62,155	419,683	
2053	339,000	18,221	63,398	420,619	
Total	\$ 5,527,000	\$ 5,620,853	\$ 1,448,280	\$ 12,596,133	

**Notes:**

[a] Interest is calculated at a rate of 5.375% which is less than 2.00% above the S&P Municipal Bond High Yield Index in the month before the Assessments were levied.

*The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

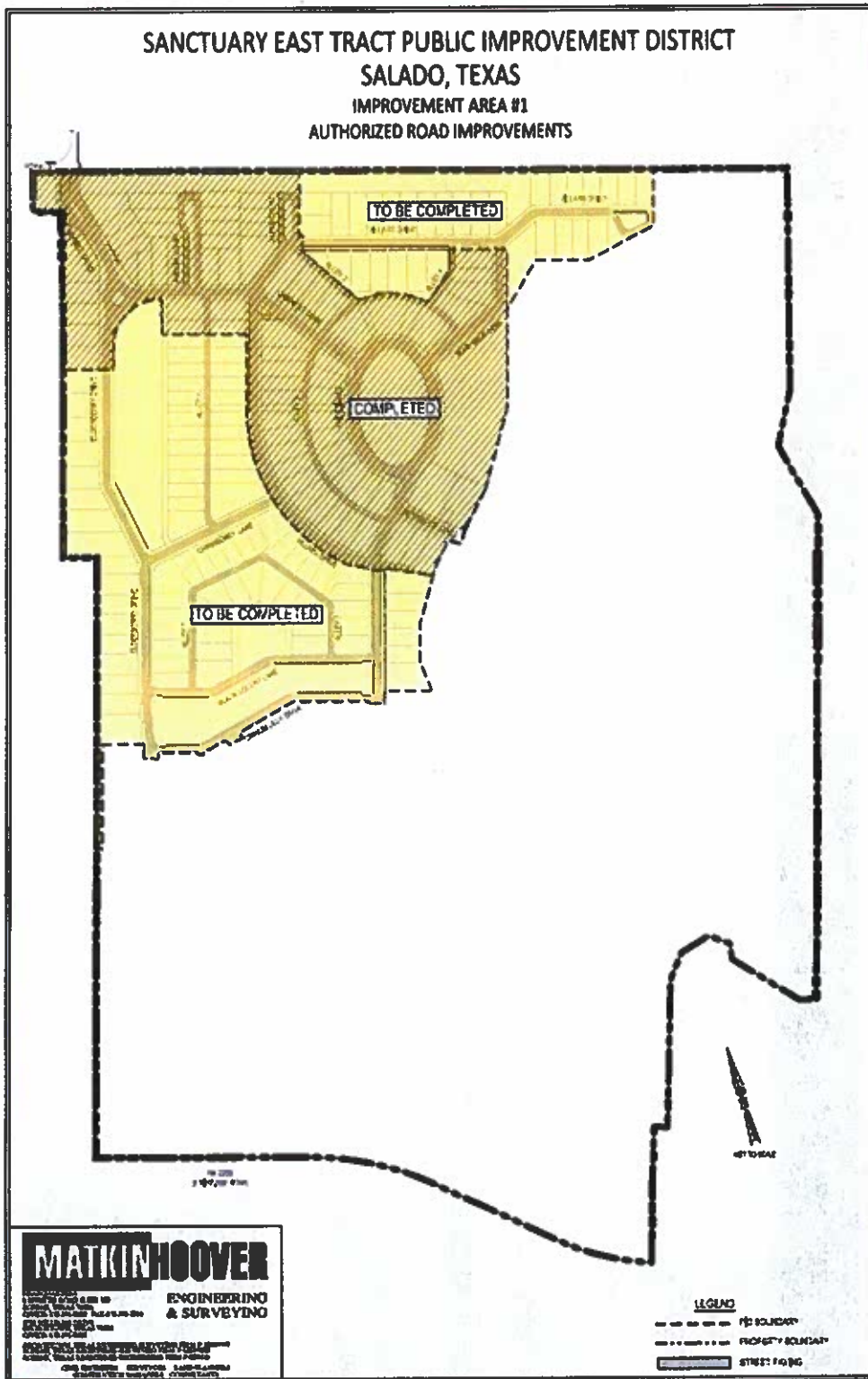
## EXHIBIT F – MAXIMUM ASSESSMENT

Improvement Area #1												
Lot Type	Lot Description	Units	Finished		Estimated		Total Estimated		Total Assessment <sup>2</sup>	Maximum Assessment Per Unit	Average Annual Installment	Value to Lien per Finished Lot Value
			Lot Value	Lot Value	Total Finished Lot Value	Buildout Value per Unit	Buildout Value	Buildout Value				
<b>Phase 1A</b>												
Lot Type 1	45'	41	\$ 79,060	\$ 3,241,460	\$ 480,000	\$ 19,680,000	\$ 1,293,550	\$ 31,549.99	\$ 2,396.77	2.51		
Lot Type 2	50'	0	\$ 107,250	-	\$ 525,000	-	-	\$ 34,507.80	\$ 2,621.46	3.11		
Lot Type 3	75'	17	\$ 126,833	\$ 2,156,161	\$ 582,500	\$ 9,902,500	\$ 650,883	\$ 38,287.23	\$ 2,908.58	3.31		
Subtotal:		58		\$ 5,397,621		\$ 29,582,500	\$ 1,944,433					
<b>Phase 1B<sup>3</sup></b>												
Lot Type 1	45'	59	\$ 79,060	\$ 4,664,540	\$ 480,000	\$ 28,320,000	\$ 1,861,450	\$ 31,549.99	\$ 2,396.77	2.51		
Lot Type 2	50'	41	\$ 107,250	\$ 4,397,250	\$ 525,000	\$ 21,525,000	\$ 1,414,820	\$ 34,507.80	\$ 2,621.46	3.11		
Lot Type 3	75'	8	\$ 126,833	\$ 1,014,664	\$ 582,500	\$ 4,660,000	\$ 306,298	\$ 38,287.23	\$ 2,908.58	3.31		
Subtotal:		108		\$ 10,076,454		\$ 54,505,000	\$ 3,582,567					
<b>Total/Weighted Average</b>			<b>166</b>	<b>\$ 93,217</b>	<b>\$ 15,474,075</b>	<b>\$ 506,551</b>	<b>\$ 84,087,500</b>	<b>\$ 5,527,000</b>		<b>2.78</b>		

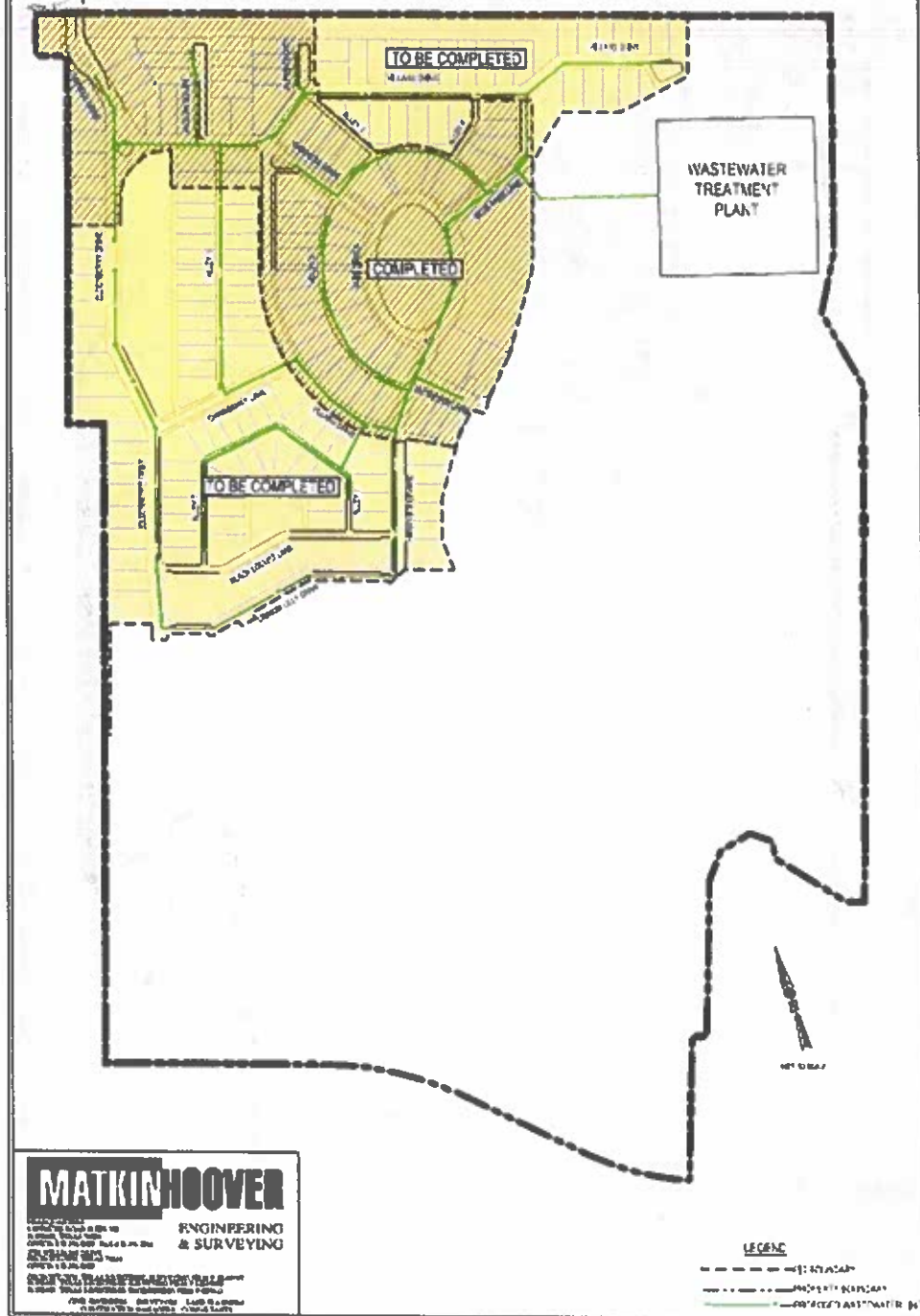
**Notes:**

- <sup>1</sup> The Maximum Assessment for future Improvement Areas will be determined in future Annual Service Plan Updates.
- <sup>2</sup> If PID Bonds secured by the Improvement Area #1 Assessment are issued, the Annual Installments cannot increase above what is shown on Exhibit E-2, and a reduction in outstanding Assessment may be required.
- <sup>3</sup> Preliminary - Maximum Assessment is subject to adjustment prior to final platting.

EXHIBIT G – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS



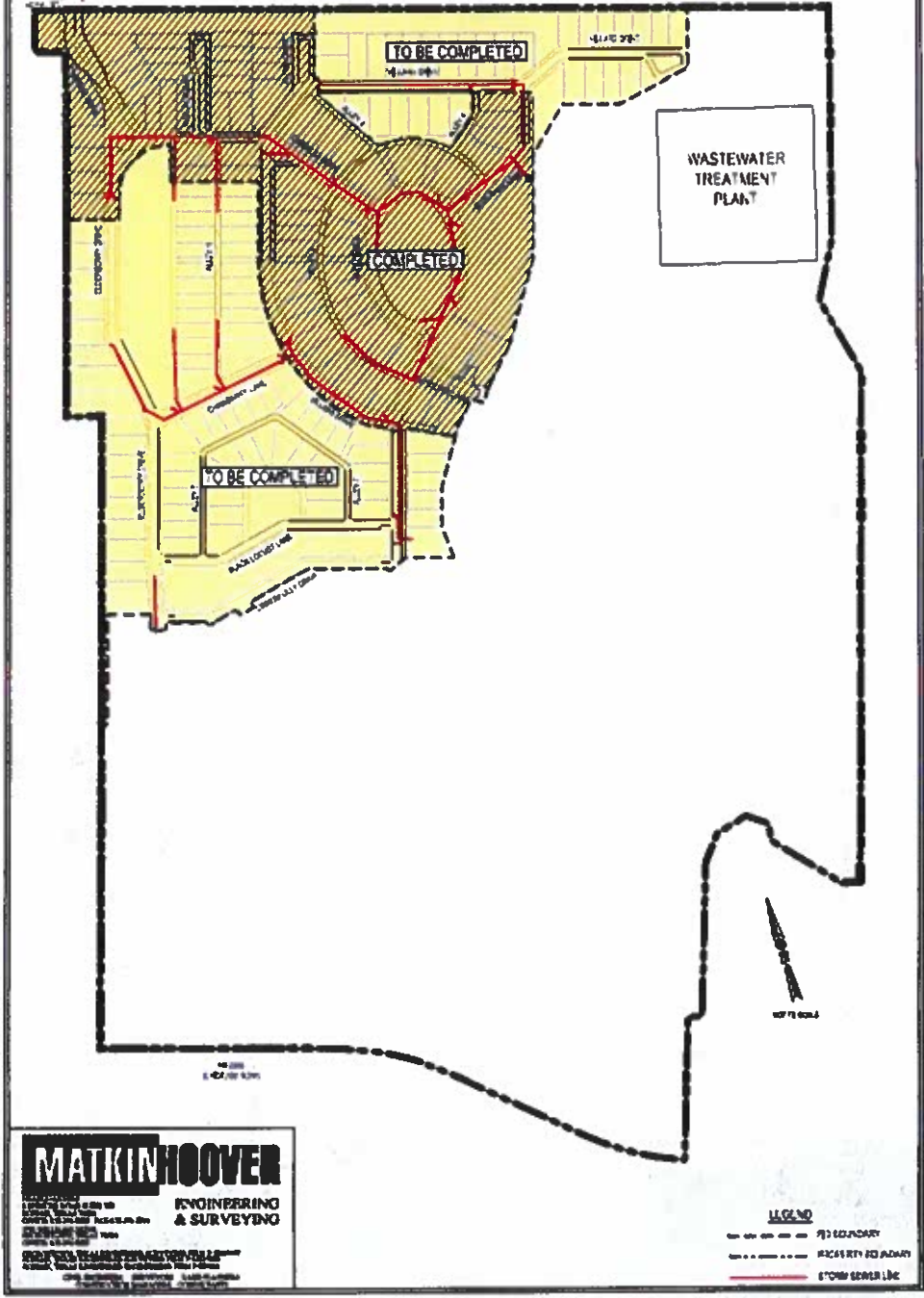
**SANCTUARY EAST TRACT PUBLIC IMPROVEMENT DISTRICT  
SALADO, TEXAS  
IMPROVEMENT AREA #1  
AUTHORIZED WASTEWATER IMPROVEMENTS**



**MATKINHOVER**  
ENGINEERING  
& SURVEYING

1000 S. W. 10th St.  
Salado, TX 76785  
817-251-1111  
www.mtknhvr.com

**SANCTUARY EAST TRACT PUBLIC IMPROVEMENT DISTRICT  
SALADO, TEXAS  
IMPROVEMENT AREA #1  
AUTHORIZED STORM SEWER IMPROVEMENTS**





**EXHIBIT H – NOTICE OF PID ASSESSMENT LIEN TERMINATION**



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

[Date]  
Bell County Clerk's Office  
Honorable [County Clerk Name]  
Bell County Justice Center  
1201 Huey Road  
Belton, TX 76513

**Re: Village of Salado Lien Release documents for filing**

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

Enclosed is a lien release that the Village of Salado is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

Salado Village Offices  
Attn: [Village Secretary]  
301 N. Stagecoach Road  
Salado, TX 76571

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

Sincerely,  
[Signature]

Jon Snyder  
P: (888)417-7074  
[admin@p3-works.com](mailto:admin@p3-works.com)

**AFTER RECORDING RETURN TO:**

[Village Secretary Name]  
301 N. Stagecoach Road  
Salado, TX 76571

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

**FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN**

STATE OF TEXAS

§

**KNOW ALL MEN BY THESE PRESENTS:**

§

COUNTY OF BELL

§

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

**RECITALS**

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

**WHEREAS**, on or about February 2, 2023, the Board of Aldermen for the Village, approved Resolution No. 2023-03, creating the Sanctuary East Public Improvement District; and

**WHEREAS**, the Sanctuary East Public Improvement District consists of approximately 188.85 contiguous acres located within the corporate limits of the Village; and

**WHEREAS**, on or about April 4, 2024, the Board of Aldermen, approved Ordinance No. \_\_\_\_\_, (hereinafter referred to as the "Assessment Ordinance") levying assessments on the Property (hereinafter defined) and approving a service and assessment plan and assessment roll for the Sanctuary East Public Improvement District; and

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

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

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

**RELEASE**

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

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

**VILLAGE OF SALADO, TEXAS,**  
A Texas Type A general law municipality,

By: \_\_\_\_\_  
[Administrator Name], Village Administrator

**ATTEST:**

\_\_\_\_\_  
[Secretary Name], Village Secretary

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF BELL**                 §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [Administrator Name], Village Administrator for the Village of Salado, Texas, a Texas Type A general law municipality, on behalf of said municipality.

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

## EXHIBIT I – IMPROVEMENT AREA #1 LEGAL DESCRIPTION



### FIELD NOTES FOR A 65.508 ACRE TRACT OF LAND

A 65.508 acre tract of land, located in the Edward Pitts Survey, Abstract 651, Bell County, Texas and being a portion of a called 67.730 acre tract of land as described of record in Document No. 2020010520 of the Real Property Records of Bell County, Texas (measured to be 67.92 acres), and all of Salado Sanctuary Phase 1A Subdivision of record in Instrument No. 2022042431 of the Plat Records of Bell County, Texas. Said 65.508 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a found  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" in the east line of the Salado Oaks Addition, a subdivision plat of record in Cabinet C, Slide 33-C, of the Plat Records of Bell County, Texas, in the west line of a called 178.0 acre tract of land as described of record in Volume 1497, Page 488 of the Deed Records of Bell County, Texas, for a southwesterly corner of said 67.730 acre tract and the tract described herein, from which a point in the north right-of-way line of Farm to Market Road 2268, as shown in Texas Department of Transportation (TxDOT) right-of-way map with CSJ No. 213-1-1, at the southeast corner of said Salado Oaks Addition, and for the southwest corner of said 178.0 acre tract bears, S 16° 30' 24" W, a distance of 1077.72 feet, from which a found  $\frac{1}{2}$ " iron rod bears, S 09° 10' 53" W, a distance of 1.39 feet;

**THENCE:** With the common line between said Salado Oaks and said 178.0 acre tract, also being with the west line of said 67.730 acre tract, the following two (2) courses:

1. N 16° 30' 24" E, a distance of 1021.82 feet to a found  $\frac{1}{2}$ " iron rod for the northeast corner of said Salado Oaks and an interior corner of the tract described herein, and
2. N 73° 52' 06" W, a distance of 116.81 feet to a found  $\frac{1}{2}$ " iron rod for the southeast corner of a called 2.294 acre tract of land as described in Document No. 2020062385, of the Real Property Records of Bell County, Texas, and a corner of the tract described herein;

**THENCE:** N 16° 22' 14" E, with the west line of said 178.0 acre tract and said 67.730 acre tract, and the east line of said 2.294 acre tract, at 466.97 feet, passing a found  $\frac{1}{2}$ " iron rod for the northeast corner of said 2.294 acre tract and the southeast corner of Victorian Oaks Addition, being a subdivision of record in Cabinet A, Slide 37-B, of the Plat Records of Bell County, Texas, at another 185.17 feet passing the southwest corner of said Salado Sanctuary Phase 1A Subdivision, and continuing for a total distance of 1207.09 feet to a found  $\frac{1}{2}$ " iron rod at the northeast corner of said Victorian Oaks Addition, for an interior corner of said 178.0 acre tract, said 67.730 acre tract, said Salado Sanctuary Phase 1A Subdivision and the tract described herein;

**THENCE:** N 73° 37' 19" W, continuing with the westerly line of said 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision, and the north line of said Victorian Oaks Addition, a distance of 99.99 feet to a found  $\frac{1}{2}$ " iron rod at the southeast corner of Lot 4, Block 1 of the Howerton Addition of record in Cabinet C, Slide 177-C of the Plat Records of Bell County, Texas, for a westerly corner of 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision and the tract described herein;

**THENCE:** N 16° 14' 11" E, with the common line between said Lot 4 and said 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision, a distance of 140.00 feet to a found 1" iron pipe in the south right-of-way line of Royal Street as shown on said Howerton Addition Plat, for the most northwesterly corner of said 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision and the tract described herein;

**THENCE:** S 73° 31' 55" E, with the south right-of-way line of Royal Street and the north line of said 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision, a distance of 100.32 feet to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein;

**THENCE:** S 73° 33' 31" E, continuing with the south right-of-way line of Royal Street and the north line of said 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision, at 59.20 feet passing the southeast corner of said Royal Street and the southwest corner of a called 42.72 acre tract of land as described of record in Volume 1255, Page 537 of the Deed Records of Bell County, Texas, continuing with the south line of said 42.72 acre tract, and the north line of said 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision, at 915.55 feet passing the northeast corner of said Salado Sanctuary Phase 1A Subdivision, and continuing with the south line of said 42.72 acre tract and the north line of said 67.730 acre tract and said 178.0 acre tract, for a total distance of 2038.13 feet a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for the northeast corner of said 67.730 acre tract and the tract described herein.

**THENCE:** With the east line of said 67.730 acre tract, the following four (4) courses:

1. S 16° 26' 29" W, a distance of 197.82 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
2. S 78° 09' 24" W, a distance of 251.87 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
3. N 73° 33' 31" W, a distance of 187.66 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner, and
4. S 46° 52' 14" W, a distance of 195.61 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner in the east line of said Salado Sanctuary Phase 1A Subdivision, for an angle in the east line of said 67.730 acre tract and the tract described herein.

**THENCE:** With the east line of said Salado Sanctuary Phase 1A Subdivision and said 67.730 acre tract, the following three (3) courses:

1. S 16° 26' 29" W, a distance of 342.82 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
2. S 31° 31' 00" W, a distance of 288.83 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner, and
3. S 41° 31' 00" W, a distance of 165.85 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,

**THENCE:** Continuing with the east line of said 67.730 acre tract, the following two (2) courses:

1. S 31° 31' 00" W, a distance of 50.00 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner, and
2. N 58° 29' 00" W, a distance of 41.35 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner in the east line of said Salado Sanctuary Phase 1A Subdivision, said 67.730 acre tract and the tract described herein.

**THENCE:** Continuing with the east line of said Salado Sanctuary Phase 1A Subdivision and said 67.730 acre tract, the following three (3) courses:

1. N 48° 29' 00" W, a distance of 5.91 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
2. S 41° 31' 00" W, a distance of 101.15 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner, and
3. S 31° 31' 00" W, at 33.61 feet, passing a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for the south corner of said Salado Sanctuary Phase 1A Subdivision, and continuing with the east line of said 67.730 acre tract, for a total distance of 209.88 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner.

**THENCE:** Continuing with the east line of said 67.730 acre tract, the following four (4) courses:

1. S 16° 31' 00" W, a distance of 131.43 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
2. S 05° 10' 42" E, a distance of 108.24 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for the southeast corner of the tract described herein,
3. N 73° 33' 24" W, a distance of 160.00 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner, and
4. S 16° 26' 36" W, a distance of 45.14 feet to a point for a southerly corner of the tract described herein,

**THENCE:** N 73° 34' 20" W, into said 67.730 acre tract, a distance of 50.00 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" in a southwesterly line of said 67.730 acre tract and for a southerly corner of the tract described herein,

**THENCE:** With the southwesterly line of said 67.730 acre tract, the following twenty (20) courses:

1. N 28° 31' 12" W, a distance of 10.61 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
2. N 73° 29' 00" W, a distance of 253.98 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
3. N 88° 29' 00" W, a distance of 9.66 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
4. S 76° 31' 00" W, a distance of 202.68 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
5. S 31° 31' 00" W, a distance of 10.61 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
6. S 76° 31' 00" W, a distance of 50.00 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
7. N 58° 29' 00" W, a distance of 10.61 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
8. S 76° 31' 00" W, a distance of 77.18 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
9. S 46° 28' 48" W, a distance of 8.66 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
10. N 73° 29' 00" W, a distance of 20.00 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
11. N 28° 31' 12" W, a distance of 7.08 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
12. N 73° 29' 00" W, a distance of 123.93 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
13. S 61° 30' 42" W, a distance of 10.61 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
14. S 16° 30' 24" W, a distance of 13.50 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
15. N 73° 29' 36" W, a distance of 50.00 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
16. N 16° 30' 24" E, a distance of 48.58 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
17. N 10° 59' 19" E, a distance of 2.44 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
18. N 73° 29' 00" W, a distance of 139.77 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,

19. S 16° 30' 24" W, a distance of 365.15 feet to a found 1/2" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner, and
20. N 73° 19' 36" W, a distance of 20.00 feet to the POINT OF BEGINNING and containing 65.508 acres of land situated in Bell County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. Field work originally performed in May, 2018.



## EXHIBIT J – DISTRICT LEGAL DESCRIPTION



### FIELD NOTES FOR A 101.31 ACRE TRACT OF LAND

A 101.31 acre tract of land, out of the Edward Pitts Survey, Abstract 651, Bell County, Texas and being a portion of a called 178.0 acre tract of land as described in Volume 2497, Page 488, of the Deed Records of Bell County, Texas. Said 101.31 acre tract being more particularly described by notes and bounds as follows:

**BEGINNING** at a point for the southeast corner of Salado Oaks, being a subdivision of record in Cabinet C, Slide 33-C, of the Plat Records of Bell County, Texas, in the north right-of-way line of Farm to Market Road 2268, as shown in Texas Department of Transportation (TxDOT) right-of-way map with CSJ No. 213-1-1, for the southwest corner of said 178.0 acre tract and the tract described herein,

**THENCE** With the common line between said Salado Oaks and said 178.0 acre tract, the following two (2) courses:

1. N 16° 30' 24" E, a distance of 2099.54 feet, to a point for the northeast corner of said Salado Oaks and a corner of the tract described herein, and
2. N 73° 52' 06" W, a distance of 116.81 feet, to a point for the southeast corner of a called 9.058 acre tract of land as described in Document No. 2018-00001240, of the Real Property Records of Bell County, Texas, and a corner of the tract described herein.

**THENCE** N 16° 22' 14" E, with the west line of said 178.0 acre tract, at 466.97 feet, passing a point for the northeast corner of said 9.058 acre tract and the southeast corner of Victorian Oaks Addition, being a subdivision of record in Cabinet A, Slide 37-B, of the Plat Records of Bell County, Texas, a total distance of 1207.09 feet, to a point for the northeast corner of said Victorian Oaks Addition and a corner of the tract described herein.

**THENCE** N 73° 37' 19" W, with the north line of said Victorian Oaks Addition, a distance of 99.99 feet, to a point for the southeast corner of a called 0.32 acre tract of land described in Volume 1515, Page 317, of the Deed Records of Bell County, Texas, and a corner of the tract described herein.

**THENCE** N 16° 14' 11" E, with the east line of said 0.32 acre tract, a distance of 140.00 feet, to a point in the south right-of-way line of Royal Street, as shown in Cabinet C, Slide 177-C of the Plat Records of Bell County, Texas, for the northeast corner of said 0.32 acre tract and the northwest corner of the tract described herein.

**THENCE** S 73° 31' 55" E, with the south right-of-way line of said Royal Street, a distance of 100.32 feet, to a point for the southeast corner of Royal Street, and a corner of the tract described herein.

**THENCE** S 73° 33' 31" E, with the north line of said 178.0 acre tract, at 1706.00 feet, passing a point for the southeast corner of a called 42.72 acre tract of record in Volume 1255, Page 537 of the Deed Records of Bell County, Texas, the southwest corner of a called 15.41 acre tract of land described in Volume 4910, Page 328, of the Deed Records of Bell County, Texas, a total distance of 2038.13 feet, to a point for the northeast corner of the tract described herein.

**THENCE** Over and across said 178.0 acre tract, the following thirty-three (33) courses:

1. S 16° 26' 29" W, a distance of 197.82 feet to a point,
2. S 78° 09' 24" W, a distance of 251.87 feet to a point,
3. N 73° 33' 31" W, a distance of 187.66 feet to a point,
4. S 46° 52' 14" W, a distance of 195.61 feet to a point,
5. S 16° 26' 29" W, a distance of 342.82 feet to a point,
6. S 31° 31' 00" W, a distance of 288.83 feet to a point,
7. N 48° 29' 00" W, a distance of 100.36 feet to a point,
8. S 41° 31' 00" W, a distance of 172.28 feet to a point,
9. S 48° 29' 00" E, a distance of 62.41 feet to a point,



10. S 58° 05' 10" E, a distance of 38.49 feet to a point.
11. N 31° 31' 00" W, a distance of 50.00 feet to a point.
12. N 58° 29' 00" W, a distance of 41.35 feet to a point.
13. N 48° 29' 00" W, a distance of 5.91 feet to a point.
14. S 41° 31' 24" W, a distance of 101.15 feet to a point.
15. S 31° 30' 49" W, a distance of 209.89 feet to a point.
16. S 16° 31' 00" W, a distance of 131.43 feet to a point.
17. S 05° 10' 42" E, a distance of 108.24 feet to a point.
18. S 16° 26' 36" W, a distance of 315.00 feet to a point.
19. S 73° 33' 24" E, a distance of 37.26 feet to a point.
20. S 15° 10' 17" E, a distance of 89.22 feet to a point.
21. S 16° 26' 36" W, a distance of 239.29 feet to a point.
22. N 66° 38' 16" W, a distance of 65.39 feet to a point.
23. S 16° 20' 46" W, a distance of 187.30 feet to a point.
24. S 52° 29' 23" W, a distance of 366.41 feet to a point.
25. S 16° 30' 24" W, a distance of 57.66 feet to a point.
26. N 73° 29' 36" W, a distance of 125.00 feet to a point.
27. S 16° 30' 24" W, a distance of 196.85 feet to a point.
28. S 48° 25' 40" W, a distance of 156.91 feet to a point.
29. N 73° 27' 06" W, a distance of 286.18 feet to a point.
30. S 61° 31' 39" W, a distance of 10.60 feet to a point.
31. S 16° 30' 24" W, a distance of 52.50 feet to a point, and
32. S 28° 28' 21" E, a distance of 35.37 feet to a point in the north right-of-way line of said Farm to Market Road 2268 and the south line of said 178.0 acre tract.

**THENCE:** N 73° 27' 06" W, with the north right-of-way line of said Farm to Market Road 2268 and the south line of said 178.0 acre tract, a distance of 493.35 feet, to the **POINT OF BEGINNING** and containing **101.31 acres** of land situated in Bell County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 1203, US Survey Foot, Grid.

Job # 17-4049 101.31 Acres

Date: October 8, 2020



**FIELD NOTES FOR A 93.54 ACRE TRACT OF LAND**

A 93.54 acre tract of land, out of the Edward Pitts Survey, Abstract 651, Bell County, Texas and being a portion of a called 178.0 acre tract of land and a 33.0 acre tract of land, as described in Volume 2497, Page 488, of the Deed Records of Bell County, Texas. Said 93.54 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a point in the north right-of-way line of Farm to Market Road 2268, as shown in Texas Department of Transportation (TxDOT) right-of-way map with CSJ No. 213-1-1, and the south line of said 178.0 acre tract, from which a point for the southeast corner of Salado Oaks, being a subdivision of record in Cabinet C, Slide 33-C, of the Plat Records of Bell County, Texas, and the southwest corner of said 178.0 acre tract bears, N 73° 27' 06" W, a distance of 493.35 feet,

**THENCE** Over and across said 178.0 acre tract, the following thirty-three (33) courses

1. N 28° 28' 21" W, a distance of 35.37 feet to a point,
2. N 16° 30' 24" E, a distance of 52.50 feet to a point,
3. N 61° 31' 39" E, a distance of 10.60 feet to a point,
4. S 73° 27' 06" E, a distance of 286.18 feet to a point,
5. N 48° 25' 40" E, a distance of 156.91 feet to a point,
6. N 16° 30' 24" E, a distance of 196.85 feet to a point,
7. S 73° 29' 36" E, a distance of 125.00 feet to a point,
8. N 16° 30' 24" E, a distance of 57.66 feet to a point,
9. N 52° 29' 23" E, a distance of 366.41 feet to a point,
10. N 16° 20' 46" E, a distance of 187.30 feet to a point,
11. N 66° 38' 16" E, a distance of 65.39 feet to a point,
12. N 16° 26' 36" E, a distance of 239.29 feet to a point,
13. N 15° 10' 17" W, a distance of 89.22 feet to a point,
14. N 73° 33' 24" W, a distance of 37.26 feet to a point,
15. N 16° 26' 36" E, a distance of 315.00 feet to a point,
16. N 05° 10' 42" W, a distance of 108.24 feet to a point,
17. N 16° 31' 00" E, a distance of 131.43 feet to a point,
18. N 31° 30' 49" E, a distance of 209.89 feet to a point,
19. N 41° 31' 24" E, a distance of 101.15 feet to a point,
20. S 48° 29' 00" E, a distance of 5.91 feet to a point,
21. S 58° 29' 00" E, a distance of 41.35 feet to a point,
22. N 31° 31' 00" E, a distance of 50.00 feet to a point,
23. N 58° 05' 10" W, a distance of 38.49 feet to a point,
24. N 48° 29' 00" W, a distance of 62.41 feet to a point,
25. N 41° 31' 00" E, a distance of 172.28 feet to a point,
26. S 48° 29' 00" E, a distance of 100.36 feet to a point,
27. N 31° 31' 00" E, a distance of 288.83 feet to a point,
28. N 16° 26' 29" E, a distance of 342.82 feet to a point,
29. N 46° 52' 14" E, a distance of 195.61 feet to a point,

30. S 73° 33' 31" E, a distance of 187.66 feet to a point,
31. N 78° 09' 24" E, a distance of 251.87 feet to a point, and
32. N 16° 26' 29" E, a distance of 197.82 feet to a point in the north line of said 178.0 acre tract and the south line of a called 15.41 acre tract of land described in Volume 4910, Page 328, of the Deed Records of Bell County, Texas.

**THENCE** S 73° 33' 31" E, with the common line between said 15.41 acre tract and said 178.0 acre tract, a distance of 465.57 feet, to a point in the east line, as fenced and evidenced on the ground, of a called 242.43 acre tract of land as described in Volume 1429, Page 857, of the Deed Records of Bell County, Texas, for the southeast corner of said 15.41 acre tract, the northeast corner of said 178.0 acre tract and the tract described herein.

**THENCE** With the east line, as fenced and evidenced on the ground, of said 242.43 acre tract, the following four (4) courses:

- 1 S 15° 58' 04" W, a distance of 771.91 feet to a point,
- 2 S 28° 17' 04" W, a distance of 204.53 feet to a point,
- 3 S 13° 23' 11" E, a distance of 272.49 feet to a point, and
- 4 S 16° 40' 54" W, a distance of 1697.65 feet to a point for the northeast corner of Shepard's Glen, being a subdivision recorded in Cabinet C, Slide 306-B.C. of the Plat Records of Bell County, Texas.

**THENCE** With the northerly and westerly lines of said Shepard's Glen, the following nine (9) courses:

- 1 N 73° 14' 06" W, a distance of 59.94 feet to a point,
- 2 N 41° 57' 51" W, a distance of 271.42 feet to a point,
- 3 N 9° 27' 54" E, a distance of 55.81 feet to a point,
- 4 N 54° 20' 06" W, a distance of 79.79 feet to a point,
- 5 S 74° 21' 54" W, a distance of 110.02 feet to a point,
- 6 S 37° 36' 54" W, a distance of 102.09 feet to a point,
- 7 S 17° 39' 14" W, a distance of 513.28 feet to a point,
- 8 N 72° 00' 06" E, a distance of 47.27 feet to a point, and
- 9 S 17° 38' 39" W, a distance of 472.74 feet to a point in the north right-of-way line of said Farm to Market Road 2268, for the southwest corner of said Shepard's Glen, and the southeast corner of the tract described herein.

**THENCE** With the north right-of-way line of said Farm to Market Road 2268, the following four (4) courses:

- 1 With a non-tangent curve to the right having a radius of 905.26 feet, an arc length of 344.28 feet, a delta angle of 21° 47' 25" and a chord that bears, N 59° 19' 51" W, a distance of 342.21 feet to a point of tangency.
- 2 N 48° 19' 36" W, a distance of 454.26 feet to a point of curve.
- 3 With a tangent curve to the left having a radius of 1005.25 feet, an arc length of 438.21 feet, a delta angle of 24° 58' 35" and a chord that bears, N 60° 55' 56" W, a distance of 434.75 feet to a point of tangency, and

- 4. N 73° 27' 06" W, a distance of 248.85 feet to the POINT OF BEGINNING and containing 93.54 acres of land situated in Bell County, Texas.

SAVE AND EXCEPT: A 6.0 acre tract of land as described in a Document No. 2016-00013933, of the Real Property Records of Bell County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.

Job # 17-4049 93.54 Acres

Date: October 8, 2020



**EXHIBIT K – MAP OF LOT TYPES WITHIN IMPROVEMENT AREA #1<sup>1</sup>**



<sup>1</sup> Lots identified as lot number 1, 5, 9, 12, 13, 69, 73, 76, and 80 respectively, are Non-Assessed Lots.

## **EXHIBIT L-1 – LOT TYPE 1 BUYER DISCLOSURE**

### **NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$31,549.99**

As the purchaser of the real property described above, you are obligated to pay assessments to Salado, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Sanctuary East Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Village of Salado. The exact amount of each annual installment will be approved each year by the Salado Board of Aldermen in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the Village of Salado.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bell County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.



[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

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

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

STATE OF TEXAS

§

COUNTY OF BELL

§

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bell County.

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

COUNTY OF BELL

§

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bell County.

## ANNUAL INSTALLMENTS - LOT TYPE 1

		Improvement Area #1 Reimbursement Obligation			
Annual Installment Due 1/31			Annual Collection		
	Principal	Interest [a]	Costs	Annual Installment	
2025	\$ 496.63	\$ 1,695.81	\$ 203.79	\$	2,396.23
2026	519.46	1,669.12	207.86		2,396.44
2027	542.29	1,641.20	212.02		2,395.51
2028	565.13	1,612.05	216.26		2,393.44
2029	593.67	1,581.67	220.59		2,395.93
2030	622.21	1,549.76	225.00		2,396.97
2031	650.75	1,516.32	229.50		2,396.57
2032	679.29	1,481.34	234.09		2,394.72
2033	713.54	1,444.83	238.77		2,397.14
2034	747.79	1,406.48	243.55		2,397.82
2035	782.04	1,366.28	248.42		2,396.74
2036	816.29	1,324.25	253.38		2,393.93
2037	856.25	1,280.37	258.45		2,395.08
2038	896.21	1,234.35	263.62		2,394.18
2039	941.88	1,186.18	268.89		2,396.95
2040	987.54	1,135.55	274.27		2,397.37
2041	1,033.21	1,082.47	279.76		2,395.44
2042	1,084.58	1,026.94	285.35		2,396.87
2043	1,135.96	968.64	291.06		2,395.66
2044	1,193.04	907.58	296.88		2,397.51
2045	1,250.13	843.46	302.82		2,396.40
2046	1,312.92	776.26	308.87		2,398.06
2047	1,375.71	705.69	315.05		2,396.45
2048	1,444.21	631.75	321.35		2,397.31
2049	1,518.42	554.12	327.78		2,400.32
2050	1,592.63	472.51	334.34		2,399.47
2051	1,672.54	386.90	341.02		2,400.47
2052	1,752.46	297.00	347.84		2,397.31
2053	1,838.09	202.81	354.80		2,395.69
2054	1,935.13	104.01	361.90		2,401.04
<b>Total</b>	<b>\$ 31,549.99</b>	<b>\$ 32,085.73</b>	<b>\$ 8,267.28</b>	<b>\$</b>	<b>71,903.00</b>

**Notes:**

[a] Interest is calculated at a rate of 5.375% which is less than 2.00% above the S&P Municipal Bond High Yield Index in the month before the Assessments were levied.

*The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

Annual Installment Schedule to Notice  
of Obligation to Pay Improvement District Assessment

## **EXHIBIT L-2 – LOT TYPE 2 BUYER DISCLOSURE**

### **NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

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

---

---

---

---

---

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

---

PROPERTY ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: \$34,507.80**

As the purchaser of the real property described above, you are obligated to pay assessments to Salado, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Sanctuary East Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Village of Salado. The exact amount of each annual installment will be approved each year by the Salado Board of Aldermen in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the Village of Salado.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

---

<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bell County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

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

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

STATE OF TEXAS

§

§

COUNTY OF BELL

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bell County.

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

§

COUNTY OF BELL

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bell County.



## ANNUAL INSTALLMENTS - LOT TYPE 2

		Improvement Area #1 Reimbursement Obligation				
Annual Installment Due 1/31			Annual Collection			
	Principal	Interest [a]	Costs	Annual Installment		
2025	\$ 543.18	\$ 1,854.79	\$ 222.89	\$	2,620.87	
2026	568.16	1,825.60	227.35		2,621.11	
2027	593.13	1,795.06	231.90		2,620.09	
2028	618.11	1,763.18	236.54		2,617.82	
2029	649.32	1,729.96	241.27		2,620.55	
2030	680.54	1,695.05	246.09		2,621.69	
2031	711.76	1,658.48	251.01		2,621.25	
2032	742.98	1,620.22	256.03		2,619.23	
2033	780.44	1,580.28	261.15		2,621.88	
2034	817.90	1,538.34	266.38		2,622.61	
2035	855.36	1,494.37	271.71		2,621.44	
2036	892.82	1,448.40	277.14		2,618.36	
2037	936.52	1,400.41	282.68		2,619.61	
2038	980.23	1,350.07	288.34		2,618.63	
2039	1,030.18	1,297.38	294.10		2,621.66	
2040	1,080.12	1,242.01	299.98		2,622.12	
2041	1,130.07	1,183.95	305.98		2,620.01	
2042	1,186.26	1,123.21	312.10		2,621.58	
2043	1,242.46	1,059.45	318.35		2,620.25	
2044	1,304.89	992.67	324.71		2,622.27	
2045	1,367.33	922.53	331.21		2,621.06	
2046	1,436.00	849.04	337.83		2,622.87	
2047	1,504.68	771.85	344.59		2,621.12	
2048	1,579.60	690.98	351.48		2,622.06	
2049	1,660.77	606.07	358.51		2,625.35	
2050	1,741.94	516.81	365.68		2,624.42	
2051	1,829.34	423.18	372.99		2,625.51	
2052	1,916.75	324.85	380.45		2,622.06	
2053	2,010.41	221.82	388.06		2,620.29	
2054	2,116.55	113.76	395.82		2,626.13	
<b>Total</b>	<b>\$ 34,507.80</b>	<b>\$ 35,093.77</b>	<b>\$ 9,042.33</b>	<b>\$</b>	<b>78,643.91</b>	

**Notes:**

[a] Interest is calculated at a rate of 5.375% which is less than 2.00% above the S&P Municipal Bond High Yield Index in the month before the Assessments were levied.

*The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

Annual Installment Schedule to Notice  
of Obligation to Pay Improvement District Assessment

## **EXHIBIT L-3 – LOT TYPE 3 BUYER DISCLOSURE**

### **NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

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

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

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 3 PRINCIPAL ASSESSMENT: \$38,287.23**

As the purchaser of the real property described above, you are obligated to pay assessments to Salado, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Sanctuary East Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the Village of Salado. The exact amount of each annual installment will be approved each year by the Salado Board of Aldermen in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the Village of Salado.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bell County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

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

DATE:

DATE:

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

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

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

DATE:

DATE:

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

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

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

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

STATE OF TEXAS

§

COUNTY OF BELL

§

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bell County.

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

DATE:

DATE:

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

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

STATE OF TEXAS

§

COUNTY OF BELL

§

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

\_\_\_\_\_  
<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Bell County.

## ANNUAL INSTALLMENTS - LOT TYPE 3

Improvement Area #1 Reimbursement Obligation						
Annual Installment Due 1/31	Principal		Interest [a]		Annual Collection Costs	Annual Installment
2025	\$ 602.68	\$ 2,057.94	\$ 247.30	\$ 2,907.92		
2026	630.39	2,025.54	252.25	2,908.18		
2027	658.09	1,991.66	257.30	2,907.05		
2028	685.80	1,956.29	262.44	2,904.53		
2029	720.44	1,919.43	267.69	2,907.56		
2030	755.08	1,880.70	273.04	2,908.82		
2031	789.71	1,840.12	278.51	2,908.34		
2032	824.35	1,797.67	284.08	2,906.10		
2033	865.91	1,753.36	289.76	2,909.03		
2034	907.48	1,706.82	295.55	2,909.85		
2035	949.04	1,658.04	301.46	2,908.55		
2036	990.61	1,607.03	307.49	2,905.13		
2037	1,039.10	1,553.79	313.64	2,906.53		
2038	1,087.59	1,497.94	319.92	2,905.44		
2039	1,143.01	1,439.48	326.31	2,908.80		
2040	1,198.42	1,378.04	332.84	2,909.30		
2041	1,253.84	1,313.63	339.50	2,906.96		
2042	1,316.19	1,246.23	346.29	2,908.71		
2043	1,378.53	1,175.49	353.21	2,907.23		
2044	1,447.81	1,101.39	360.28	2,909.47		
2045	1,517.08	1,023.57	367.48	2,908.13		
2046	1,593.28	942.03	374.83	2,910.14		
2047	1,669.48	856.39	382.33	2,908.20		
2048	1,752.61	766.65	389.97	2,909.24		
2049	1,842.66	672.45	397.77	2,912.89		
2050	1,932.72	573.41	405.73	2,911.86		
2051	2,029.70	469.52	413.84	2,913.07		
2052	2,126.68	360.43	422.12	2,909.23		
2053	2,230.59	246.12	430.56	2,907.28		
2054	2,348.36	126.22	439.18	2,913.76		
<b>Total</b>	<b>\$ 38,287.23</b>	<b>\$ 38,937.38</b>	<b>\$ 10,032.68</b>	<b>\$ 87,257.29</b>		

**Notes:**

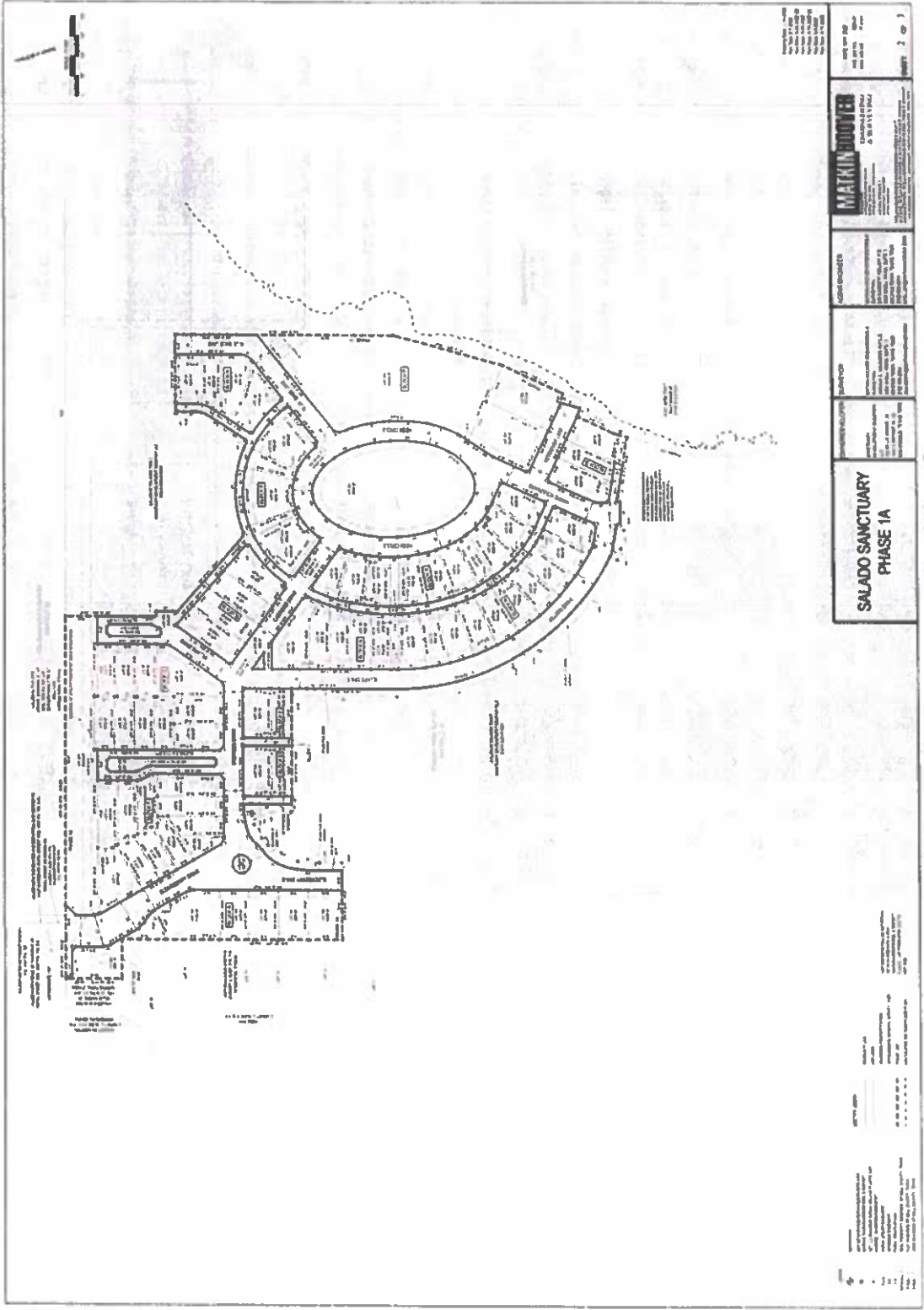
[a] Interest is calculated at a rate of 5.375% which is less than 2.00% above the S&P Municipal Bond High Yield Index in the month before the Assessments were levied.

*The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

Annual Installment Schedule to Notice  
of Obligation to Pay Improvement District Assessment









## **APPENDIX A – ENGINEER’S REPORT**

**[Remainder of page intentionally left blank.]**



**Sanctuary East Tract**  
**Public Improvement District**  
**Improvement Area #1**  
**Engineering Report**

**Salado, Texas**

**Prepared for: Metcalfe Wolff Stuart & Williams, LLP**  
**Austin, Texas**

**November 2023**  
**Matkin Hoover Project No. 3020.01**  
**TBPE Firm Registration No. F-4512**  
Revision 1.0

**Table of Contents**

Introduction ..... 1  
 Bottom Line Up Front ..... 2  
 Improvement District #1 Cost Data ..... 3  
 Improvements ..... 3  
 Schedule ..... 5

**List of Figures**

Figure 1.0 – Sanctuary East Tract Public Improvement District Improvement Area #1 ..... 1  
 Figure 2.0 – FEMA Floodplain Map ..... 2  
 Figure 3.0 – Typical Street Cross Section ..... 4

**List of Appendices**

- Appendix “A” – Location Map
- Appendix “B” – Improvement Area Legal Description
- Appendix “C” – Master Development Plan
- Appendix “D” – Sanctuary East Tract Public Improvement District Improvement Area #1
- Appendix “E” – Engineer’s Opinion of Probable Cost
- Appendix “F” – Authorized Street Improvements
- Appendix “G” – Authorized Wastewater Improvements
- Appendix “H” – Authorized Storm Sewer Improvements

## Introduction

The Sanctuary East Tract Public Improvement District (the "District") is a rural residential community located on approximately 188.85 acres in Salado, Texas. The property is bounded by Royal Street on the north, Salado Oaks Drive on the west, the Smith Branch of Salado Creek on the east, and FM 2268 on the south. See Appendix "A" - Location Map. For the convenience of design and construction, as well as other market-driven factors, the infrastructure in Improvement Area #1 was constructed during two different time periods. Costs presented in this document are classified as "Completed to Date" and "To be Completed." See Figure 1.0 – Sanctuary East Tract Public Improvement District below:



**Figure 1.0 – Sanctuary East Tract Public Improvement District Improvement Area #1**

This document provides construction cost data for Improvement Area #1 of the Sanctuary East Public Improvement District. Improvement Area #1 consists of approximately 65.508 acres out of the 188.85-acre property. Appendix "B" presents a legal description of Improvement Area #1, which is used to define the property boundaries. Appendix "C" contains the Overall Master Development Plan for the project and includes representations for the overall District. Water System Improvements were not included with the cost data presented herein.

Based on the geographical location of the Salado Sanctuary East Tract, subdivision design and development are regulated by a number of entities, including the Village of Salado, Bell County, the State of Texas, the Federal Emergency Management Administration (FEMA), the Salado Water Supply Corporation, and the Clearwater Underground Water Conservation District (CUWCD). Construction specifications and details used in the design of the project are primarily taken from Village of Salado sources. Water distribution is provided by the Salado Water Supply Corporation, Wastewater Conveyance and Treatment is under the purview of the Village of Salado, and Residential Electrical services are provided by Oncor. Portions of the overall Sanctuary East Tract lie within a Special Hazard Zone “A” as depicted on National Flood Insurance Rate Maps 48027C0510E and 48027C0525E, with an effective date of September 26, 2008. See Figure 2.0 – FEMA Floodplain Map.



**Figure 2.0 – FEMA Floodplain Map**

### **Bottom Line Up Front**

The purpose of this section is to present a summary of the construction costs for the Sanctuary East Public Improvement District, which is separated into actual costs for the completed work and expected costs for the work to be completed. A full treatment of the actual and estimated construction costs is in Appendix “E” – Engineer’s Opinion of Probable Cost. The cost of residential construction in Central Texas has risen sharply since the original construction costs (2018-2019) for this project were developed. To provide a more accurate representation of the estimated construction cost to complete the work associated with the Improvement Area #1, different unit costs have been used in the “Completed to Date” cost estimate and the “To be Completed” estimate.



A summary of the two estimates is presented in the tables below:

Completed to Date	Actual Construction Cost
Streets and Drainage Improvements	\$3,043,035
Sanitary Sewer Collection System	\$726,970
Miscellaneous	\$48,200
Engineering and Surveying	\$599,094
<b>Total (No Contingency)</b>	<b>\$4,417,299</b>

Work to be Completed	Expected Construction Cost
Streets and Drainage Improvements	\$1,025,988
Sanitary Sewer Collection System	\$104,486
Miscellaneous	\$63,943
Engineering and Surveying	\$63,000
<b>Total (No Contingency)</b>	<b>\$1,257,416</b>

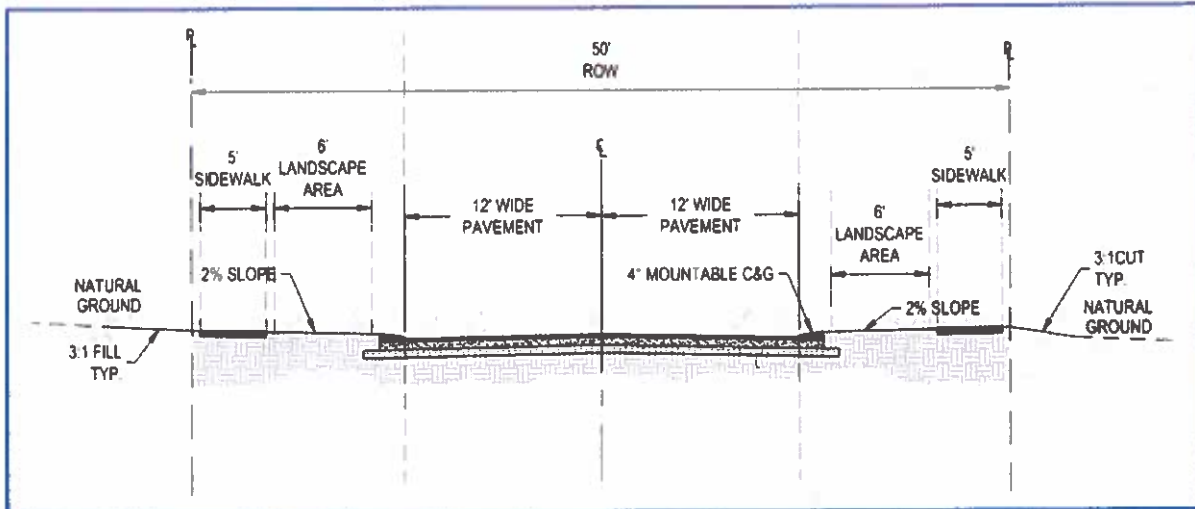
**Improvement Area #1 Cost Data**

One of the purposes of this document is to present an Engineer’s Opinion of Probable Cost (EOPC) and other related information regarding the Sanctuary East Tract Public Improvement District Improvement Area #1. Construction was paused in June of 2022 and 67 single family lots, 17 Homeowner’s Association (HOA) lots, 6,790 LF of paved streets and alleys, and an Amenity Center were completed. Work completed in the unfinished portion of Improvement Area #1 is limited to rough grading work and partial utility installation. No other improvements have been made to date. The work to be completed will contain approximately 108 residential home sites, 13 Homeowner’s Association lots, 6,923 LF of paved streets, and alleys. The preparation of EOPCs included in this document are based on the actual construction costs for the “Completed to Date” portion and estimated construction costs for the remaining required construction for the work “To Be Completed” as of the date of this document. Construction resumed in December of 2023 and is slated to be completed in October of 2024. See Appendix “E”.

**Improvements**

**Improvement Area #1  
Streets, Alleys, and Rights-of-Way**

Access to the completed portion of the development is available via public street connections at Royal Street to the north and FM 2268 to the south via a temporary access road. The temporary road will be removed and replaced with a permanent roadway during the upcoming construction of other portions of the development. All streets that are considered internal to the development have been dedicated to the Village of Salado as public streets. Street cross sections were constructed in accordance with the Village of Salado standard details and generally included subgrade preparation (including lime treatment and compaction), crushed limestone base, all related earth work, erosion control, and demolition. See Figure 3.0 – Typical Street Cross Section.



**Figure 3.0 – Typical Street Cross Section**

The bearing surface for the streets is a hot mix asphaltic concrete pavement. Sidewalks have been constructed along all public roadways (excluding alleys) on both sides of the street. All completed lots have public street access. All construction included typical requirements for erosion and sedimentation control measures (i.e. silt fences, rock berms, stabilized construction entrances, and storm sewer inlet protection). An illustration of the Improvement Area #1 Authorized Street Improvements is included in Appendix "I". The actual construction cost for the completed Streets, Alleys, and Rights-of-Way Improvements is **\$3,043,035**.

Access to the uncompleted portion of the development is to be made available via existing public street connections. An additional street connection to Salado Oaks Drive is under consideration. Streets and the associated drainage features will be constructed in accordance with the Village of Salado standard details and will generally include subgrade preparation (including lime treatment and compaction), crushed limestone base, all related earth work, erosion control, and demolition. When the remaining work is complete, all lots will have public street access. All planned construction includes typical requirements for erosion and sedimentation control measures (i.e. silt fences, rock berms, stabilized construction entrances, and storm sewer inlet protection). Engineering, Surveying, and Construction Administration costs are estimated at 5% of construction costs. The estimated construction cost for the uncompleted Streets, Alleys, and Rights-of-Way Improvements is **\$1,025,988**. The total estimated Streets, Alleys, and Rights-of-Way construction cost for the entire Improvement Area is **\$3,043,035 + \$1,025,988 = \$4,069,023**.

### **Improvement Area #1 Wastewater Utilities**

The Village of Salado manages wastewater treatment and conveyance facilities serving the development. The completed wastewater system design includes installation of 8" SDR-26 PVC Gravity Pipelines, 4" Residential Service Lines (with two-way cleanout), and wastewater manholes. Improvements also included excavation and embankment, trench safety, and pipeline embedment. Wastewater lines serving the individual lots within the development were constructed as public infrastructure improvements and located per the standard utility street assignment for the Village of Salado. All construction included typical requirements for erosion and sedimentation control measures (i.e. silt fences, rock berms, stabilized construction entrances, and storm sewer inlet protection). Improvement Area #1 Authorized Wastewater

Improvements are shown in Appendix "G". The actual construction cost of the completed Wastewater System Improvements is \$726,790.

The portions of the wastewater system not yet completed will include installation of 4" Residential Service Lines (with two-way cleanout) and wastewater manholes. Improvements will also include excavation and embankment, trench safety, and pipeline embedment. Wastewater lines survey the individual lots within the development shall be constructed as public improvements and located per the standard utility street assignment for the Village of Salado. All construction includes typical requirements for erosion and sedimentation control measures (i.e. silt fences, rock berms, stabilized construction entrances, and storm sewer inlet protection). Engineering, Surveying, and Construction Administration costs are estimated at 5% of construction costs. The estimated construction cost to complete the Improvement Area #1 Wastewater System Improvements is \$104,486. The total estimated Wastewater Collection System construction cost for the entire Improvement Area is  $\$726,790 + \$104,486 = \$831,276$ .

### **Improvement Area #1 Drainage and Stormwater Management**

The property included in Improvement Area #1 generally drains from the west to the east and discharges storm water runoff to Smith Branch, then north to Salado Creek. During rainfall events that simulate the 100-year storm event, runoff generated within the development is conveyed to Smith Branch by a system of curb and gutters, inlets, channels, pipes, and Best Management Practices to direct stormwater runoff to appropriate discharge points. The resulting runoff is expected to result in no adverse impact to properties downstream of the development. The Improvement Area #1 Authorized Storm Drain Exhibit is presented in Appendix "H". The construction cost for Drainage and Stormwater Management Improvements is included in the Streets, Alleys, and Rights-of-Way section above.

### **Schedule**

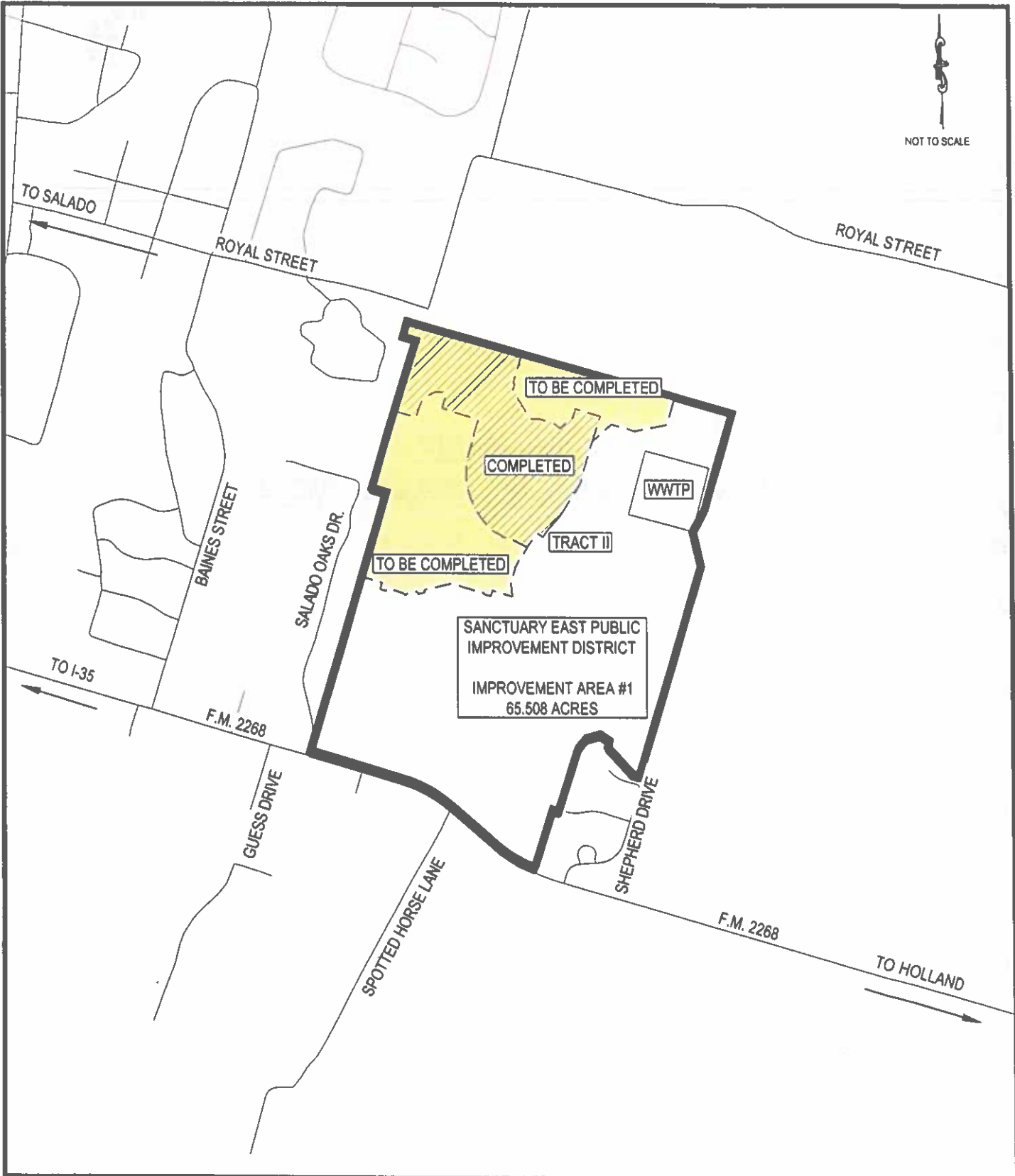
Construction was halted in June of 2022 and accepted by the Village of Salado in September of 2022.

Construction resumed in December of 2023 with an expected completed date of October of 2024.



**Appendix “A”**  
**Location Map**

NOT TO SCALE



**MATKINHOOPER**  
ENGINEERING & SURVEYING

1701 WILLOW SPRING  
BOERNE, TEXAS 78006  
OFFICE: 1-817-249-0620  
CONTACT: MATT HOOPER 1-817-249-0620  
TEXAS REGISTRATION: ENGINEERING NO. 604312 SURVEYING NO. 1002400

LOCATION MAP  
FOR  
SANCTUARY EAST PUBLIC IMPROVEMENT DISTRICT  
VILLAGE OF SALADO, TX

JOB NO.	3020.00
DATE	3/9/2023
DESIGNED	TJK
CHECKED	GDG
SHEET ID	1 OF 1



**Appendix "B"**  
**Improvement Area Legal Description**

**FIELD NOTES FOR A 65.508 ACRE TRACT OF LAND**

A **65.508 acre** tract of land, located in the Edward Pitts Survey, Abstract 651, Bell County, Texas and being a portion of a called 67.730 acre tract of land as described of record in Document No. 2020010520 of the Real Property Records of Bell County, Texas (measured to be 67.92 acres), and all of Salado Sanctuary Phase 1A Subdivision of record in Instrument No. 2022042431 of the Plat Records of Bell County, Texas. Said **65.508 acre** tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a found  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" in the east line of the Salado Oaks Addition, a subdivision plat of record in Cabinet C, Slide 33-C, of the Plat Records of Bell County, Texas, in the west line of a called 178.0 acre tract of land as described of record in Volume 1497, Page 488 of the Deed Records of Bell County, Texas, for a southwesterly corner of said 67.730 acre tract and the tract described herein, from which a point in the north right-of-way line of Farm to Market Road 2268, as shown in Texas Department of Transportation (TxDOT) right-of-way map with CSJ No. 213-1-1, at the southeast corner of said Salado Oaks Addition, and for the southwest corner of said 178.0 acre tract bears, S  $16^{\circ} 30' 24''$  W, a distance of 1077.72 feet, from which a found  $\frac{1}{2}$ " iron rod bears, S  $09^{\circ} 10' 53''$  W, a distance of 1.39 feet;

**THENCE:** With the common line between said Salado Oaks and said 178.0 acre tract, also being with the west line of said 67.730 acre tract, the following two (2) courses:

1. N  $16^{\circ} 30' 24''$  E, a distance of **1021.82 feet** to a found  $\frac{1}{2}$ " iron rod for the northeast corner of said Salado Oaks and an interior corner of the tract described herein, and
2. N  $73^{\circ} 52' 06''$  W, a distance of **116.81 feet** to a found  $\frac{1}{2}$ " iron rod for the southeast corner of a called 2.294 acre tract of land as described in Document No. 2020062385, of the Real Property Records of Bell County, Texas, and a corner of the tract described herein;

**THENCE:** N  $16^{\circ} 22' 14''$  E, with the west line of said 178.0 acre tract and said 67.730 acre tract, and the east line of said 2.294 acre tract, at 466.97 feet, passing a found  $\frac{1}{2}$ " iron rod for the northeast corner of said 2.294 acre tract and the southeast corner of Victorian Oaks Addition, being a subdivision of record in Cabinet A, Slide 37-B, of the Plat Records of Bell County, Texas, at another 185.17 feet passing the southwest corner of said Salado Sanctuary Phase 1A Subdivision, and continuing for a total distance of **1207.09 feet** to a found  $\frac{1}{2}$ " iron rod at the northeast corner of said Victorian Oaks Addition, for an interior corner of said 178.0 acre tract, said 67.730 acre tract, said Salado Sanctuary Phase 1A Subdivision and the tract described herein;

**THENCE:** N  $73^{\circ} 37' 19''$  W, continuing with the westerly line of said 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision, and the north line of said Victorian Oaks Addition, a distance of **99.99 feet** to a found  $\frac{1}{2}$ " iron rod at the southeast corner of Lot 4, Block 1 of the Howerton Addition of record in Cabinet C, Slide 177-C of the Plat Records of Bell County, Texas, for a westerly corner of 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision and the tract described herein;

**THENCE:** N  $16^{\circ} 14' 11''$  E, with the common line between said Lot 4 and said 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision, a distance of **140.00 feet** to a found 1" iron pipe in the south right-of-way line of Royal Street as shown on said Howerton Addition Plat, for the most northwesterly corner of said 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision and the tract described herein;

**THENCE:** S  $73^{\circ} 31' 55''$  E, with the south right-of-way line of Royal Street and the north line of said 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision, a distance of **100.32 feet** to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein;

**THENCE:** S 73° 33' 31" E, continuing with the south right-of-way line of Royal Street and the north line of said 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision, at 59.20 feet passing the southeast corner of said Royal Street and the southwest corner of a called 42.72 acre tract of land as described of record in Volume 1255, Page 537 of the Deed Records of Bell County, Texas, continuing with the south line of said 42.72 acre tract, and the north line of said 178.0 acre tract, said 67.730 acre tract and said Salado Sanctuary Phase 1A Subdivision, at 915.55 feet passing the northeast corner of said Salado Sanctuary Phase 1A Subdivision, and continuing with the south line of said 42.72 acre tract and the north line of said 67.730 acre tract and said 178.0 acre tract, for a total distance of 2038.13 feet a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for the northeast corner of said 67.730 acre tract and the tract described herein;

**THENCE:** With the east line of said 67.730 acre tract, the following four (4) courses:

1. S 16° 26' 29" W, a distance of 197.82 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
2. S 78° 09' 24" W, a distance of 251.87 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
3. N 73° 33' 31" W, a distance of 187.66 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner, and
4. S 46° 52' 14" W, a distance of 195.61 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner in the east line of said Salado Sanctuary Phase 1A Subdivision, for an angle in the east line of said 67.730 acre tract and the tract described herein;

**THENCE:** With the east line of said Salado Sanctuary Phase 1A Subdivision and said 67.730 acre tract, the following three (3) courses:

1. S 16° 26' 29" W, a distance of 342.82 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
2. S 31° 31' 00" W, a distance of 288.83 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner, and
3. S 41° 31' 00" W, a distance of 165.85 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner;

**THENCE:** Continuing with the east line of said 67.730 acre tract, the following two (2) courses:

1. S 31° 31' 00" W, a distance of 50.00 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner, and
2. N 58° 29' 00" W, a distance of 41.35 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner in the east line of said Salado Sanctuary Phase 1A Subdivision, said 67.730 acre tract and the tract described herein;

**THENCE:** Continuing with the east line of said Salado Sanctuary Phase 1A Subdivision and said 67.730 acre tract, the following three (3) courses:

1. N 48° 29' 00" W, a distance of 5.91 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
2. S 41° 31' 00" W, a distance of 101.15 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner, and
3. S 31° 31' 00" W, at 33.61 feet, passing a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for the south corner of said Salado Sanctuary Phase 1A Subdivision, and continuing with the east line of said 67.730 acre tract, for a total distance of 209.88 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner;



**THENCE:** Continuing with the east line of said 67.730 acre tract, the following four (4) courses:

1. **S 16° 31' 00" W**, a distance of **131.43 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
2. **S 05° 10' 42" E**, a distance of **108.24 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for the southeast corner of the tract described herein,
3. **N 73° 33' 24" W**, a distance of **160.00 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner, and
4. **S 16° 26' 36" W**, a distance of **45.14 feet** to a point for a southerly corner of the tract described herein;

**THENCE:** **N 73° 34' 20" W**, into said 67.730 acre tract, a distance of **50.00 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" in a southwesterly line of said 67.730 acre tract and for a southerly corner of the tract described herein;

**THENCE:** With the southwesterly line of said 67.730 acre tract, the following twenty (20) courses:

1. **N 28° 31' 12" W**, a distance of **10.61 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
2. **N 73° 29' 00" W**, a distance of **253.98 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
3. **N 88° 29' 00" W**, a distance of **9.66 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
4. **S 76° 31' 00" W**, a distance of **202.68 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
5. **S 31° 31' 00" W**, a distance of **10.61 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
6. **S 76° 31' 00" W**, a distance of **50.00 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
7. **N 58° 29' 00" W**, a distance of **10.61 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
8. **S 76° 31' 00" W**, a distance of **77.18 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
9. **S 46° 28' 48" W**, a distance of **8.66 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
10. **N 73° 29' 00" W**, a distance of **20.00 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
11. **N 28° 31' 12" W**, a distance of **7.08 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
12. **N 73° 29' 00" W**, a distance of **123.93 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
13. **S 61° 30' 42" W**, a distance of **10.61 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
14. **S 16° 30' 24" W**, a distance of **13.50 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
15. **N 73° 29' 36" W**, a distance of **50.00 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
16. **N 16° 30' 24" E**, a distance of **48.58 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
17. **N 10° 59' 19" E**, a distance of **2.44 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,
18. **N 73° 29' 00" W**, a distance of **139.77 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner,

19. S 16° 30' 24" W, a distance of 365.15 feet to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for corner, and
20. N 73° 29' 36" W, a distance of 20.00 feet to the POINT OF BEGINNING and containing 65.508 acres of land situated in Bell County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. Field work originally performed in May, 2018.





**Appendix "C"**  
**Master Development Plan**

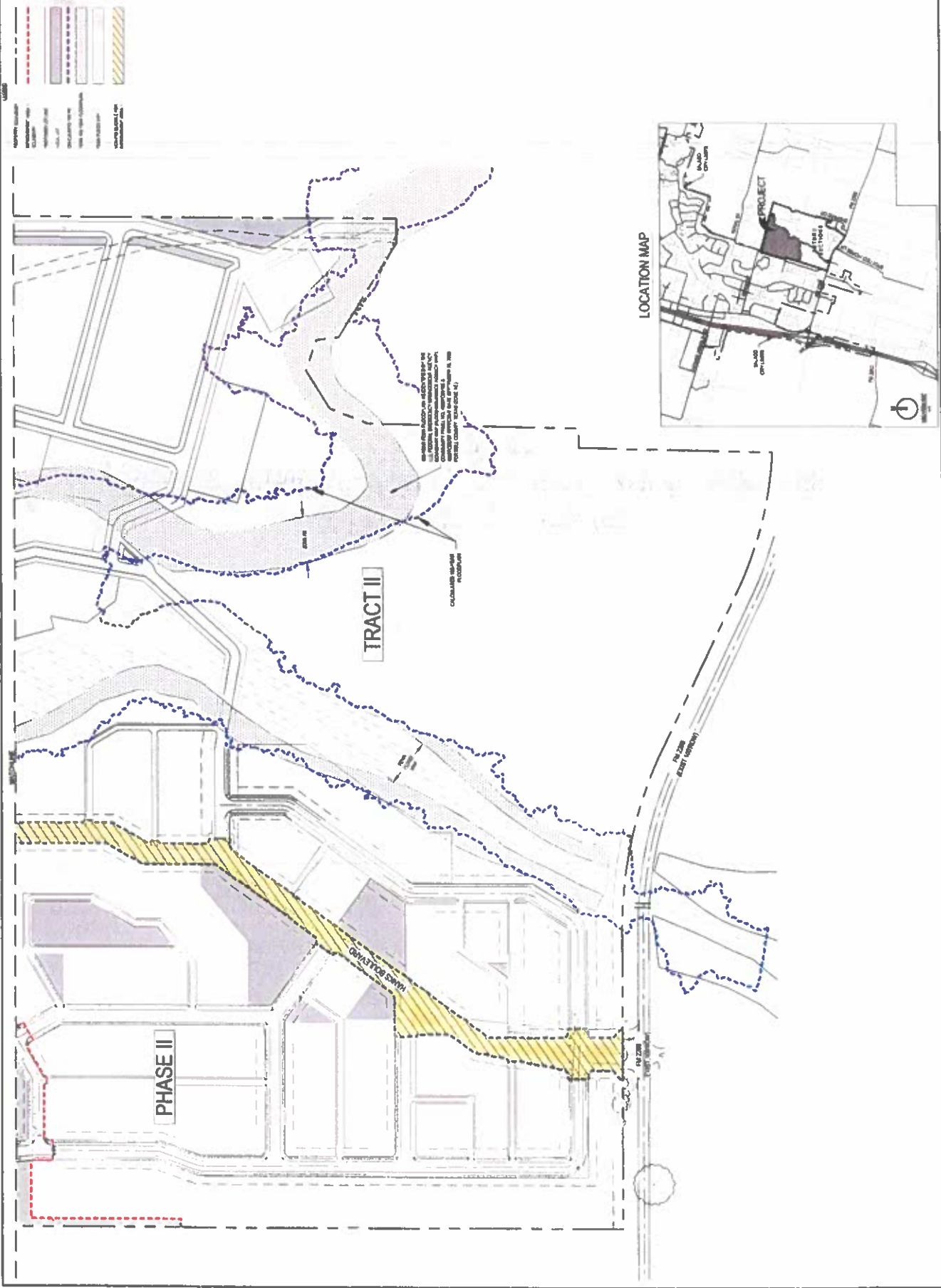


SHEET 1  
 CIRCLED BY GJK  
 DRAWN BY DAPMS  
 CHECKED BY JCP  
 SCALE 1" = 40'

**SANCTUARY EAST TRACT IMPROVEMENT AREA #1**  
**FOR**  
**MASTER DEVELOPMENT PLAN (SHEET 2)**  
**SALADO SANCTUARY, PHASE I**  
 SALADO, TEXAS

**MATKIN HOOPER**  
**ENGINEERING & SURVEYING**  
 1000 W. 12TH STREET, SUITE 100  
 FORT WORTH, TEXAS 76102  
 TEL: 817.339.1111  
 FAX: 817.339.1112  
 WWW.MATKINHOOPER.COM

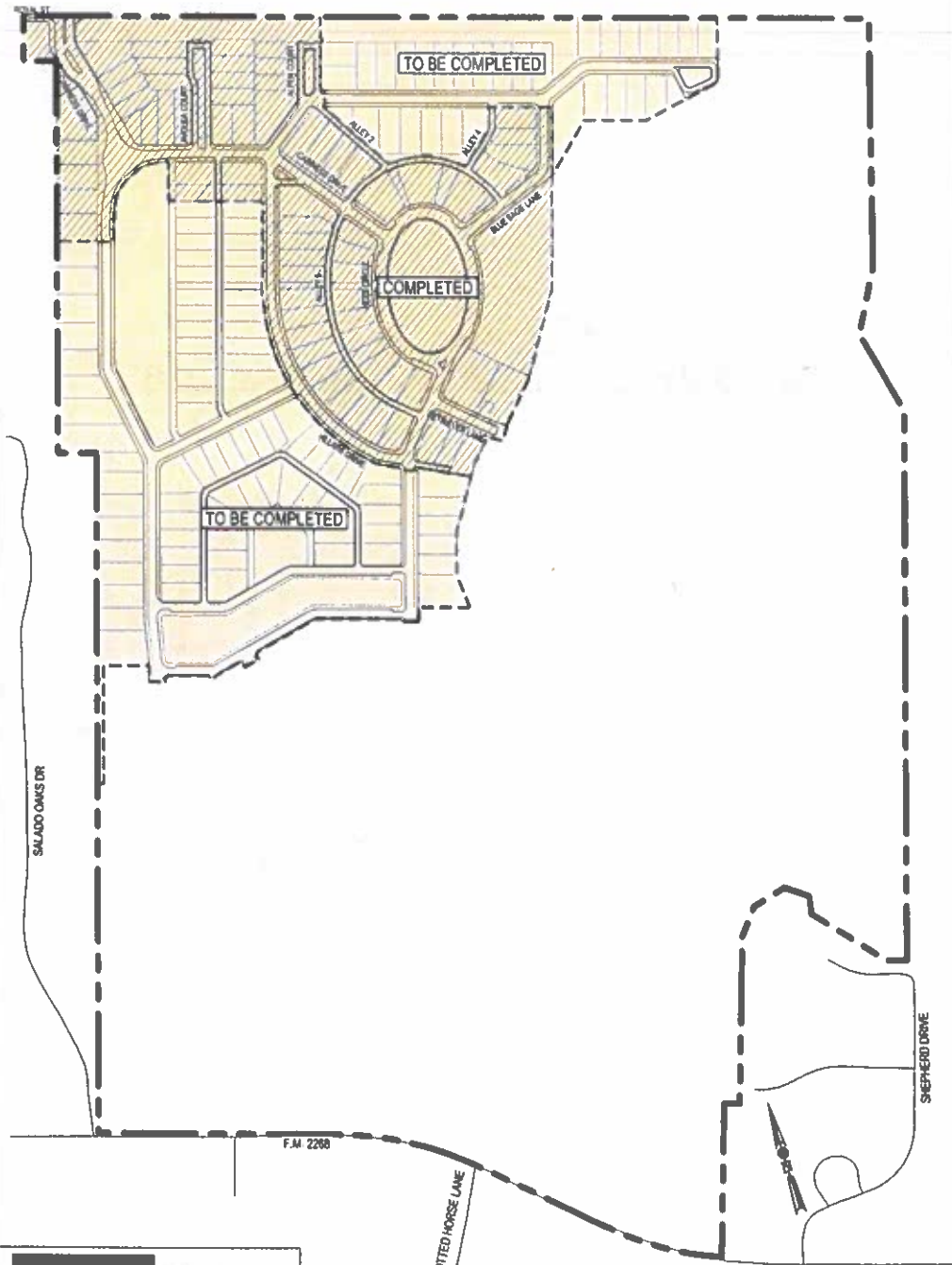
PROJECT NO. 19-001  
 DATE: NOVEMBER 10, 2019  
 PROJECT: SALADO SANCTUARY, PHASE I  
 DRAWN BY: DAPMS  
 CHECKED BY: JCP  
 SCALE: 1" = 40'  
 SHEET 1 OF 2  
 THIS DOCUMENT IS SUBJECT TO THE STANDARD AND SPECIFICATIONS FOR PROFESSIONAL ENGINEERING AND SURVEYING PRACTICE IN THE STATE OF TEXAS.





**Appendix "D"**  
**Sanctuary East Tract Public Improvement District**  
**Improvement Area #1**

**SANCTUARY EAST TRACT PUBLIC IMPROVEMENT DISTRICT  
SALADO, TEXAS  
IMPROVEMENT AREA #1**



**MATKINHOVER**  
 HEADQUARTERS  
 4 JEROME ROAD SUITE 100  
 BOCA RATON, TEXAS 76025  
 OFFICE: 972-366-8888 FAX: 972-366-8889  
 100 WILLIAMS DRIVE  
 DICKINSON TEXAS 75015  
 OFFICE: 972-682-1144

**ENGINEERING & SURVEYING**

GEORGETOWN, TEXAS REGISTERED SURVEYORS FROM 1878 TO 1947  
 BOCA RATON, TEXAS REGISTERED SURVEYORS FROM 1947 TO 1951  
 BOCA RATON, TEXAS REGISTERED ENGINEERING FROM 1951 TO 1953  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1953 TO 1955  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1955 TO 1957  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1957 TO 1959  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1959 TO 1961  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1961 TO 1963  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1963 TO 1965  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1965 TO 1967  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1967 TO 1969  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1969 TO 1971  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1971 TO 1973  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1973 TO 1975  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1975 TO 1977  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1977 TO 1979  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1979 TO 1981  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1981 TO 1983  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1983 TO 1985  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1985 TO 1987  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1987 TO 1989  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1989 TO 1991  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1991 TO 1993  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1993 TO 1995  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1995 TO 1997  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1997 TO 1999  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 1999 TO 2001  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 2001 TO 2003  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 2003 TO 2005  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 2005 TO 2007  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 2007 TO 2009  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 2009 TO 2011  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 2011 TO 2013  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 2013 TO 2015  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 2015 TO 2017  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 2017 TO 2019  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 2019 TO 2021  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 2021 TO 2023  
 BOCA RATON, TEXAS REGISTERED PROFESSIONAL FROM 2023 TO 2025

**LEGEND**  
 - - - - - PID BOUNDARY  
 - - - - - PROPERTY BOUNDARY



**Appendix “E”**  
**Engineer’s Opinion of Probable Cost**



**SANCTUARY EAST TRACT  
IMPROVEMENT AREA #1  
Salado, Texas  
Project No. 3020.01**

***Summary of Engineer's Opinion of Probable Cost***

Residential Lots: 175  
HOA/Amenity Lots: 31  
Total Number of Lots: 203  
L.F. of Street: 13,713

12/5/2023

<i>Item</i>	<i>Description</i>	<i>Completed to Date</i>	<i>To Be Completed</i>	<i>Total Cost</i>
<b>Onsite Improvements</b>				
I.	Street and Drainage Improvements	\$3,043,035	\$1,025,988	\$4,069,023
II.	Wastewater Collection System	\$726,970	\$104,486	\$831,455
III.	Miscellaneous	\$48,200	\$63,943	\$112,143
IV.	Engineering & Surveying	\$599,094	\$63,000	\$662,094
V.	15% Contingency (To be Completed Items Only)	\$0	\$188,612	\$188,612
<b>Estimated Development Construction Cost:</b>		<b>\$4,417,299</b>	<b>\$1,446,029</b>	<b>\$5,863,328</b>
		<i>(Without Contingency)</i>	\$0	\$1,257,416
				\$5,674,715

*Notes: 1. Actual costs may vary significantly from these estimates based on construction costs at time of bidding.  
2. Other developer soft costs, as well as other items not specifically listed above are not included in this estimate.*

**SANCTUARY EAST TRACT - COMPLETED CONSTRUCTION COSTS**  
**Salado, Texas**  
**Project No. 3020.01**

*I. Street and Drainage Improvements*  
*Engineer's Opinion of Probable Cost*

12/5/2023

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Qty.</i>	<i>Unit Price</i>	<i>Amount</i>
<b>Street Improvements</b>					
1.	Clearing (R.O.W.)	Acre	15.1	\$3,303.89	\$49,888.74
2.	Excavation	CY	28,150	\$4.51	\$126,954.97
3.	Embankment <sup>1</sup>	CY	8,329	\$1.90	\$15,825.04
4.	10" Moisture Conditioned Subgrade	SY	17,086	\$12.64	\$215,963.25
5.	13" Moisture Conditioned Subgrade	SY	6,849	\$13.00	\$89,039.89
6.	Lime Stabilized Subgrade <sup>2</sup>	SY	23,935	\$8.50	\$203,446.84
7.	2" HMAC	SY	8,482	\$16.71	\$141,736.07
8.	1.5" HMAC	SY	14,093	\$15.00	\$211,390.80
9.	All Weather Road (6" Crushed Limestone)	SY	3,947	\$10.00	\$39,470.00
10.	Stabilized Construction Entrance	EA	1	\$2,430.63	\$2,430.63
11.	Flush Curb	LF	3,453	\$9.00	\$31,077.00
12.	6" Standard Curb	LF	123	\$13.00	\$1,592.50
13.	Concrete Valley Gutter	EA	6	\$3,000.00	\$18,000.00
14.	4" Mountable Curb	LF	14,275	\$11.00	\$157,019.61
15.	Concrete Sidewalk	SF	20,010	\$8.00	\$160,083.14
16.	ADA Handicap Ramp	EA	66	\$1,750.00	\$115,500.00
17.	Signage & Striping	LS	1	\$8,000.00	\$8,000.00

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Qty.</i>	<i>Price</i>	<i>Amount</i>
<b>Drainage Improvements</b>					
<i>Drain 'I' &amp; Channel</i>					
1.	Excavation	CY	2,772	\$10.00	\$27,718.40
2.	Embankment <sup>1</sup>	CY	9	\$1.50	\$14.07
3.	24" RCP	LF	274	\$209.78	\$57,395.81
4.	Concrete Pipe End Treatment	EA	2	\$6,000.00	\$12,000.00
5.	5" Concrete Rip-Rap	CY	3	\$85.00	\$212.50
6.	Rock Rubble (12"-18" Nonimal Dia.)	CY	3	\$68.00	\$204.00

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Qty.</i>	<i>Price</i>	<i>Amount</i>
<i>Drain '2' &amp; Channel</i>					
1.	Excavation	CY	473	\$10.00	\$4,730.00
2.	Embankment <sup>1</sup>	CY	0	\$1.50	\$0.00
3.	24" RCP	LF	299	\$209.78	\$62,682.26
4.	Concrete Pipe End Treatment	EA	2	\$6,000.00	\$12,000.00
5.	5" Concrete Rip-Rap	CY	3	\$85.00	\$255.00
6.	Rock Rubble (12"-18" Nonimal Dia.)	CY	3	\$68.00	\$204.00
<i>Drain '3' &amp; Channel</i>					
1.	Excavation	CY	1,409	\$10.00	\$14,090.00
2.	Embankment <sup>1</sup>	CY	59	\$1.50	\$88.50
3.	48" RCP	LF	92	\$587.15	\$53,900.37
4.	Concrete Pipe End Treatment	EA	2	\$6,000.00	\$12,000.00
5.	5" Concrete Rip-Rap	CY	4	\$85.00	\$365.50
6.	Rock Rubble (12"-18" Nonimal Dia.)	CY	4	\$68.00	\$292.40
<i>Drain '4'</i>					
1.	Excavation	CY	199	\$10.00	\$1,989.60
2.	Embankment <sup>1</sup>	CY	0	\$1.50	\$0.00
3.	24" RCP	LF	492	\$209.78	\$103,211.76
4.	Concrete Pipe End Treatment	EA	2	\$6,000.00	\$12,000.00
5.	5" Concrete Rip-Rap	CY	3	\$85.00	\$212.50
6.	Rock Rubble (12"-18" Nonimal Dia.)	CY	3	\$68.00	\$170.00
<i>Drain '5'</i>					
1.	Excavation	CY	487	\$10.00	\$4,865.80
2.	Embankment <sup>1</sup>	CY	21	\$1.50	\$32.07
3.	24" RCP	LF	172	\$209.78	\$36,040.20
4.	Concrete Pipe End Treatment	EA	2	\$6,000.00	\$12,000.00
5.	5" Concrete Rip-Rap	CY	3	\$85.00	\$255.00
6.	Rock Rubble (12"-18" Nonimal Dia.)	CY	3	\$68.00	\$204.00

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Qty.</i>	<i>Price</i>	<i>Amount</i>
<i>Underground Storm Drain</i>					
1.	54" CL III RCP	LF	111	\$200.00	\$22,292.00
2.	48" CL III RCP	LF	967	\$170.00	\$164,323.70
3.	42" CL III RCP	LF	867	\$140.00	\$121,340.80
4.	36" CL III RCP	LF	383	\$95.00	\$36,360.30
5.	30" CL III RCP	LF	597	\$80.00	\$47,796.00
6.	24" CL III RCP	LF	289	\$70.00	\$20,232.80
7.	18" CL III RCP	LF	4,022	\$65.00	\$261,402.05
8.	10' Curb Inlet	EA	37	\$3,500.00	\$129,500.00
9.	20' Curb Inlet	EA	2	\$5,000.00	\$10,000.00
10.	5' x 5' Grate Inlet	EA	6	\$2,500.00	\$15,000.00
11.	48" Headwall	EA	1	\$6,000.00	\$6,000.00
12.	4' Diameter Storm Manhole	EA	9	\$4,500.00	\$40,500.00
13.	5' Diameter Storm Manhole	EA	4	\$5,000.00	\$20,000.00
14.	6' Diameter Storm Manhole	EA	5	\$5,500.00	\$27,500.00
15.	7' x 7' Junction Box	EA	2	\$6,000.00	\$12,000.00
16.	6' x 6' Junction Box	EA	3	\$5,000.00	\$15,000.00
17.	5' x 5' Junction Box	EA	1	\$4,000.00	\$4,000.00
18.	4' x 4' Junction Box	EA	4	\$3,000.00	\$12,000.00
19.	Adjust Storm Sewer Manhole Ring & Cover	EA	18	\$500.00	\$9,000.00
20.	Trench Excavation Protection	LF	7,236	\$1.00	\$7,235.59
21.	Drainage Channels	EA	3	\$15,000.00	\$45,000.00

**Subtotal**

**\$3,043,035**

*Notes: 1. Assume embankment material will come from onsite, including utility and structural excavations.  
2. Lime Stabilization assumed necessary in 50% of street subgrade.*

**SANCTUARY EAST TRACT - COMPLETED CONSTRUCTION COSTS**

**Salado, Texas**

**Project No. 3020.01**

*II. Wastewater System*

*Engineer's Opinion of Probable Cost*

12/5/2023

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Qty.</i>	<i>Unit Price</i>	<i>Amount</i>
1.	Connect to Existing WW MH	EA	1	\$4,500.00	\$4,500.00
2.	8"PVC, SDR 26 (0'-8' Depth)	LF	1,413	\$36.00	\$50,857.92
3.	8"PVC, SDR 26 (8'-10' Depth)	LF	1,209	\$38.00	\$45,934.02
4.	8" PVC, SDR 26 (10'-12' Depth)	LF	126	\$40.00	\$5,034.80
5.	8" PVC, SDR 26 (12'-14' Depth)	LF	1,029	\$42.00	\$43,210.02
6.	8" PVC, SDR 26 (14'-16' Depth)	LF	3,427	\$44.00	\$150,769.08
7.	8" PVC, SDR 26 (16'-18' Depth)	LF	1,662	\$46.00	\$76,474.08
8.	8" PVC, SDR 26 (18'-20' Depth)	LF	84	\$48.00	\$4,011.84
9.	8" PVC, SDR 26 (20'-22' Depth)	LF	378	\$50.00	\$18,900.00
10.	Standard Manhole (4' dia)	EA	29	\$4,500.00	\$130,500.00
11.	Additional Depth Manhole (4' dia)	VF	185	\$550.00	\$101,750.00
12.	Adjust Manhole Rings & Cover	EA	29	\$500.00	\$14,500.00
13.	Wastewater Service Double	EA	26	\$1,200.00	\$31,200.00
14.	Wastewater Service Single	EA	29	\$1,000.00	\$29,000.00
15.	Trench Excavation Protection	LF	9,328	\$1.00	\$9,328.00
16.	Wastewater Pipe Testing	LS	1	\$11,000.00	\$11,000.00

**Subtotal**

**\$726,970**

**SANCTUARY EAST TRACT - COMPLETED CONSTRUCTION COSTS**  
**Salado, Texas**  
**Project No. 3020.01**

*III. Miscellaneous*  
*Engineer's Opinion of Probable Cost*

12/5/2023

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Qty.</i>	<i>Unit Price</i>	<i>Amount</i>
1.	Re-vegetation (4" topsoil and hydromulch)	LS	1	\$20,000.00	\$20,000.00
2.	TPDES Measures (SWPPP)	LS	1	\$5,000.00	\$5,000.00
3.	Maintenance Bonds	EA	1	\$5,000.00	\$5,000.00
4.	Construction Staking	LS	1	\$17,000.00	\$17,000.00
5.	2 ~ 4" SCH 40 PVC Conduits to Median	EA	6	\$200.00	\$1,200.00
<b>Subtotal</b>					<b>\$48,200</b>

**SANCTUARY EAST TRACT - TO BE COMPLETED**

**Salado, Texas**

**Project No. 3020.01**

*I. Street and Drainage Improvements  
Engineer's Opinion of Probable Cost*

12/5/2023

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Qty.</i>	<i>Unit Price</i>	<i>Amount</i>
<b>Street Improvements</b>					
1.	10" Moisture Conditioned Subgrade	SY	13,651	\$17.20	\$234,755.68
2.	13" Moisture Conditioned Subgrade	SY	3,967	\$17.69	\$70,157.85
3.	Lime Stabilized Subgrade <sup>2</sup>	SY	9,959	\$11.56	\$115,167.99
4.	2" HMAC	SY	1,616	\$22.73	\$36,735.25
5.	1.5" HMAC	SY	13,898	\$20.41	\$283,626.85
6.	Stabilized Construction Entrance	EA	1	\$3,306.85	\$3,306.85
7.	Flush Curb	LF	4,793	\$12.24	\$58,687.41
8.	6" Standard Curb	LF	700	\$17.69	\$12,371.61
9.	Concrete Valley Gutter	EA	6	\$4,081.47	\$24,488.80
10.	4" Mountable Curb	LF	7,936	\$14.97	\$118,772.58
11.	Concrete Sidewalk	SF	3,928	\$10.88	\$42,747.73
12.	ADA Handicap Ramp	EA	6	\$2,380.86	\$14,285.13
13.	Signage & Striping	LS	1	\$10,883.91	\$10,883.91
<b>Subtotal</b>					<b>\$1,025,988</b>

- Notes: 1. Assume embankment material will come from onsite, including utility and structural excavations.  
2. Lime Stabilization assumed necessary in 50% of street subgrade.*

**SANCTUARY EAST TRACT - TO BE COMPLETED**

**Salado, Texas**

**Project No. 3020.01**

*II. Wastewater System*

*Engineer's Opinion of Probable Cost*

12/5/2023

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Qty.</i>	<i>Unit Price</i>	<i>Amount</i>
1.	Wastewater Service Double	EA	39	\$1,632.59	\$63,670.88
2.	Wastewater Service Single	EA	19	\$1,360.49	\$25,849.29
3.	Wastewater Pipe Testing	LS	1	\$14,965.38	\$14,965.38
<b>Subtotal</b>					<b>\$104,486</b>



**SANCTUARY EAST TRACT - TO BE COMPLETED**  
**Salado, Texas**  
**Project No. 3020.01**

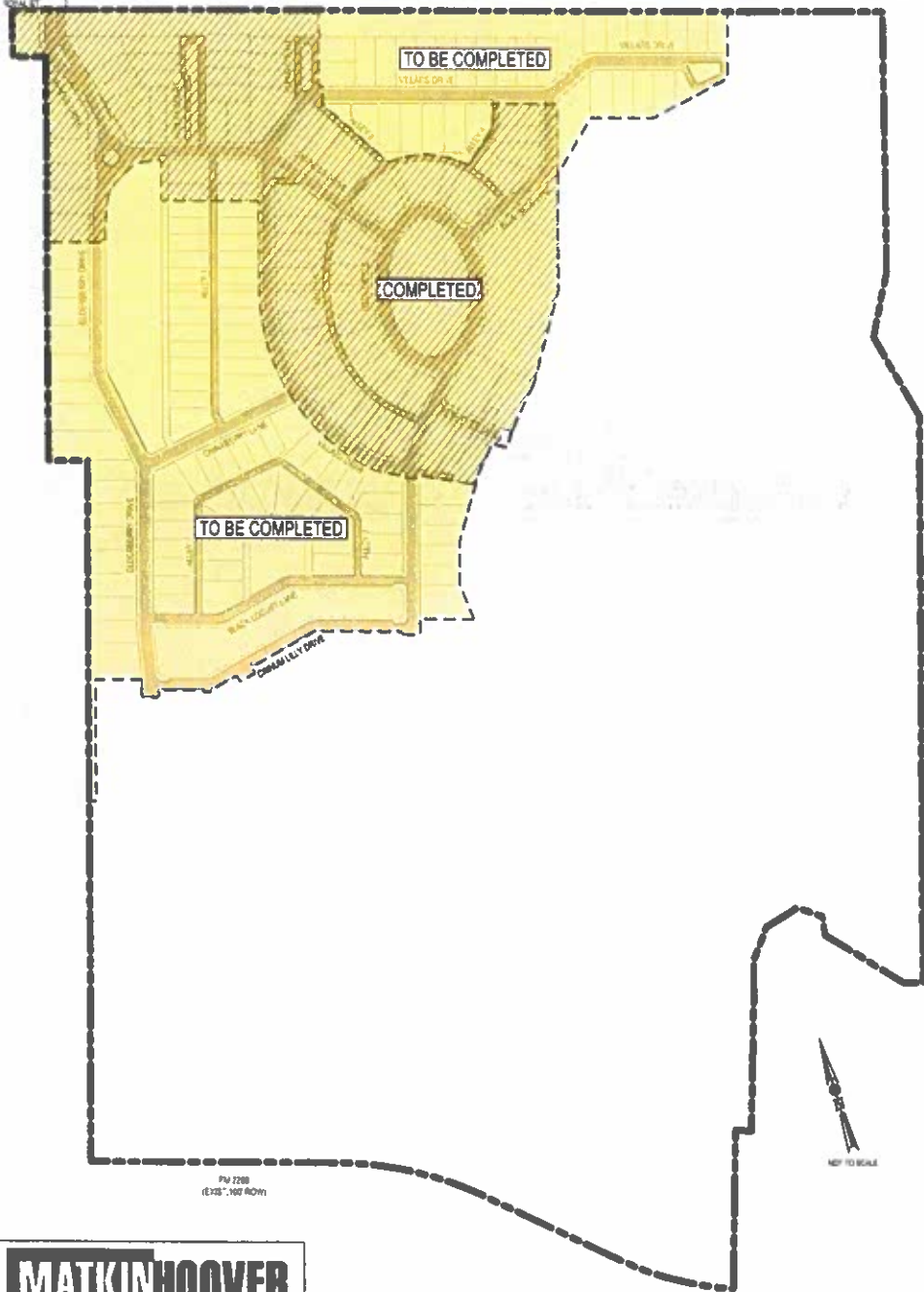
*III. Miscellaneous*  
*Engineer's Opinion of Probable Cost*

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Qty.</i>	<i>Unit Price</i>	<i>Amount</i>
1.	Re-vegetation (4" topsoil and hydromulch)	LS	1	\$27,209.78	\$27,209.78
2.	TPDES Measures (SWPPP)	LS	1	\$6,802.44	\$6,802.44
3.	Maintenance Bonds	EA	1	\$6,802.44	\$6,802.44
4.	Construction Staking	LS	1	\$23,128.31	\$23,128.31
<b>Subtotal</b>					<b>\$63,943</b>



**Appendix “F”**  
**Authorized Street Improvements**

SANCTUARY EAST TRACT PUBLIC IMPROVEMENT DISTRICT  
SALADO, TEXAS  
IMPROVEMENT AREA #1  
AUTHORIZED ROAD IMPROVEMENTS



PU 2200  
(EVS - 100 ROW)

**MATKINHOOPER**  
ENGINEERING & SURVEYING

PLANNING DIVISION  
4 SPRING ROAD SUITE 100  
BOZMAN, TEXAS 76026  
OFFICE: 817.348.8888 FAX: 817.348.8889

100 WILLIAMS DRIVE  
DALLAS TEXAS 75242  
OFFICE: 972.348.8888

BOZMANTOWN, TEXAS REGISTERED SURVEYING FIRM # 11944  
BOZMAN, TEXAS REGISTERED SURVEYING FIRM # 100048  
BOZMAN, TEXAS REGISTERED PROFESSIONAL ENGINEER # 06411

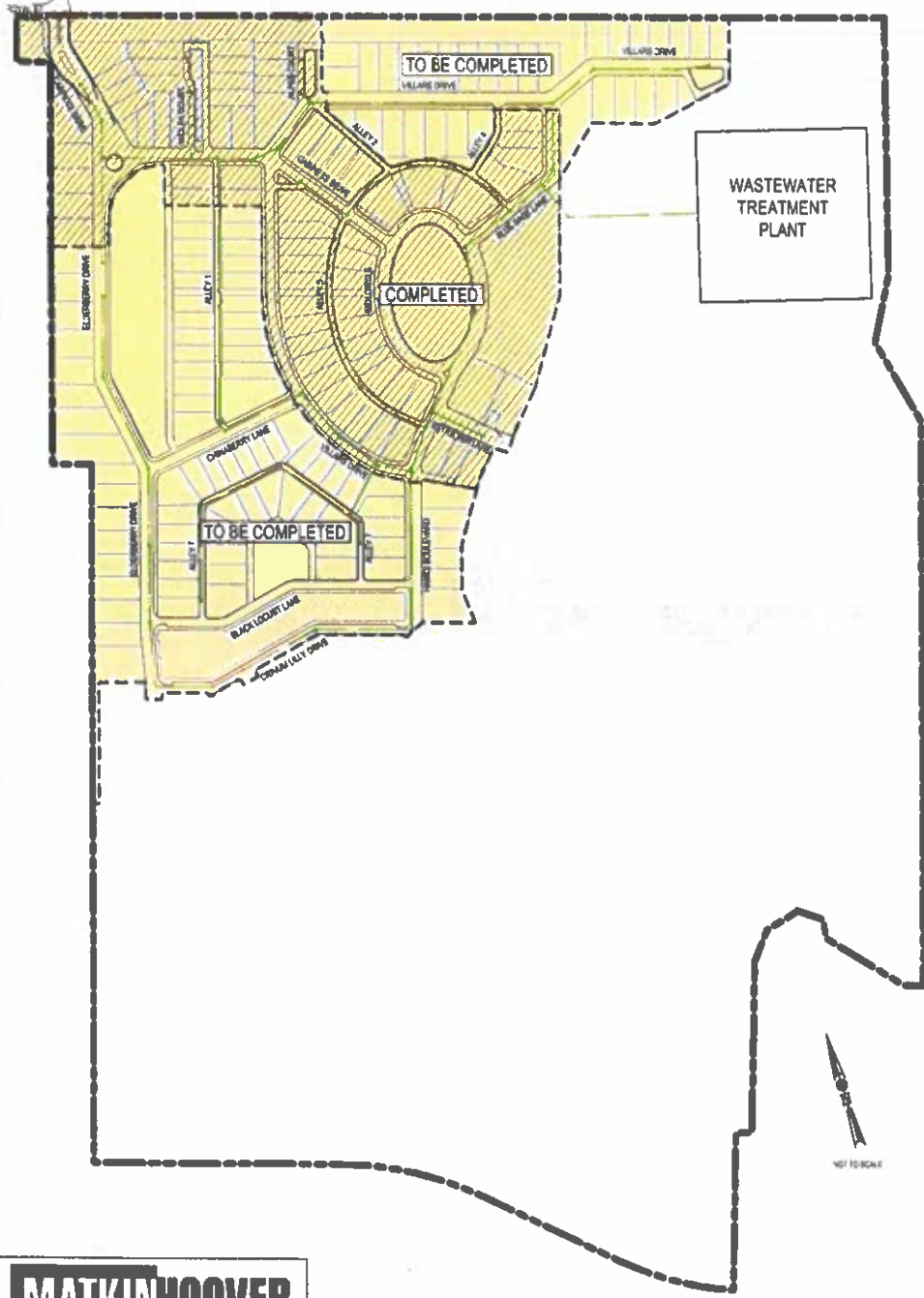
OFFICE: BOZMANTOWN SURVEYING LAND SURVEYING  
CONSTRUCTION MANAGEMENT CONSULTANTS

- LEGEND**
- PID BOUNDARY
  - PROPERTY BOUNDARY
  - STREET PAVING



**Appendix "G"**  
**Authorized Wastewater Improvements**

**SANCTUARY EAST TRACT PUBLIC IMPROVEMENT DISTRICT  
SALADO, TEXAS  
IMPROVEMENT AREA #1  
AUTHORIZED WASTEWATER IMPROVEMENTS**



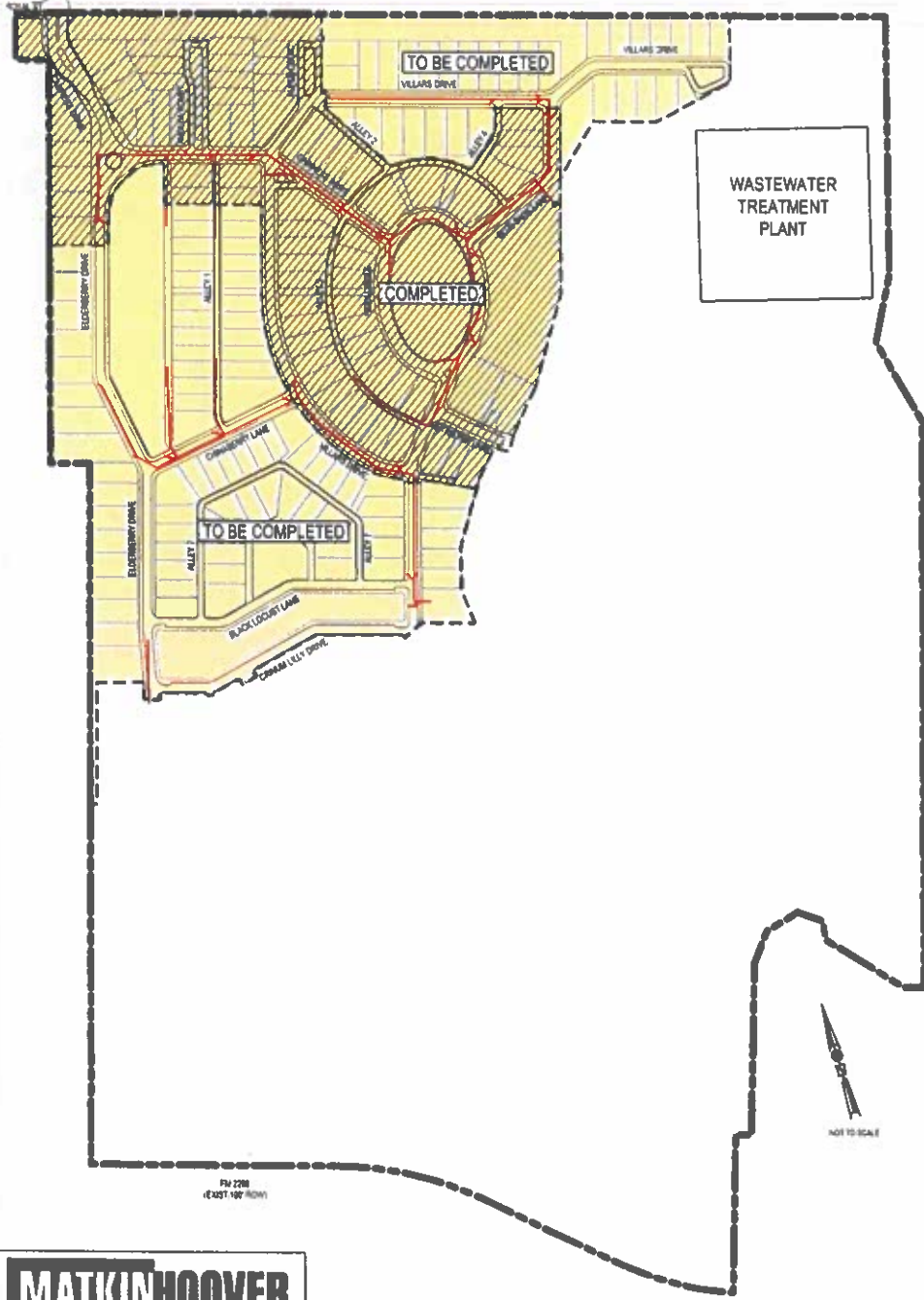
**MATKIN HOOPER**  
 ENGINEERING & SURVEYING  
 HEADQUARTERS  
 4 BRANCH ROAD, SUITE 100  
 SCURRIE, TEXAS 75086  
 OFFICE 940 240 0000 FAX 940 240 0000  
 DR. WILLIAM D. HOOPER  
 CHANGESTOWN, TEXAS 75025  
 OFFICE 940 240 0000  
 SPRINGTOWN, TEXAS 75082  
 OFFICE 940 240 0000  
 CIVIL ENGINEERING SURVEYING LAND PLANNING  
 CONSULTING ARCHITECTURE

- LEGEND**
- PID BOUNDARY
  - PROPERTY BOUNDARY
  - PROPOSED WASTEWATER LINE



**Appendix “H”**  
**Authorized Storm Sewer Improvements**

**SANCTUARY EAST TRACT PUBLIC IMPROVEMENT DISTRICT  
SALADO, TEXAS  
IMPROVEMENT AREA #1  
AUTHORIZED STORM SEWER IMPROVEMENTS**



FM 2208  
(EXIST 100' ROW)

**MATKINHOOPER**  
ENGINEERING & SURVEYING

REGISTERED PROFESSIONAL ENGINEERS AND SURVEYORS  
OFFICE: 1701 WILLIAMS DRIVE  
DALLAS, TEXAS 75201  
PHONE: 972-349-8888  
FAX: 972-349-8889

- LEGEND**
- PID BOUNDARY
  - PROPERTY BOUNDARY
  - STORM SEWER LINE

**MATKINDOOR.COM**




PASSED AND ADOPTED, this 4th day of April 2024.



Michael Coggins, Mayor

ATTEST:



Debbie Bean, Village Secretary

[VILLAGE SEAL]



