



CITY OF EAGLE PASS
AGENDA
CITY COUNCIL SPECIAL MEETING
Council Chambers, City Hall
100 S. Monroe Street, Eagle Pass,
Maverick County, Texas
Tuesday, October 14, 2025 at 5:30 PM

Once convened, the City Council will take up the following items in any order during the meeting but no sooner than the designated times. Meetings are broadcast live on the Official City Eagle Pass, Texas Facebook Page.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

COMMUNICATIONS AND RECOGNITIONS

1. Recognition of Alfredo Guerrero III for proudly serving in the US Army for 20 years.

MAYOR'S CONSENT AGENDA ANNOUNCEMENT

A Consent Agenda is contained in this meeting agenda. The consent agenda is designed to assist in making the meeting shorter and more efficient. Items left on the Consent Agenda may not be discussed when the Consent Agenda comes before the Council. If any Council Member wishes to discuss a Consent Agenda item, please tell me now and I will remove the Item from the Consent Agenda and place it in an appropriate place on the meeting agenda so it can be discussed when that item is taken up by the Council. Does any Council Member request removal of a Consent Agenda item?

CONSENT AGENDA ITEMS

2. Approval of minutes for September 2 and September 9, 2025.
3. Second reading of an ordinance of the City of Eagle Pass, Texas, amending Chapter 26, Article VII, Section 26-183 (2) of the Code of Ordinances by amending the non-commercial vehicle toll rate from \$2.00 per axel to \$2.25 per axel, or from \$4.00 per vehicle to \$5.00 per vehicle for express card or toll tag users, and \$2.00 per axel to \$3.00 per axel, or from \$4.00 per vehicle to \$6.00 per vehicle for cash payments.
4. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass, Texas relating to the adoption of the annual tax roll for the year 2025 by the City of Eagle Pass.

ORDINANCE(S)

5. Introductory ordinance of the City of Eagle Pass, Texas, amending Chapter 27, Article VI, Section 27-204 of the Code of Ordinances by increasing the stormwater utility drainage fee for residential units from \$5.00 to \$10.00, and commercial units from \$8.00 to \$16.00.
6. Introductory ordinance of the City of Eagle Pass, Texas, amending Chapter 14, by amending, Section 14-10 of the Code of Ordinances by adding provisions for multifamily properties with more than four residential units requiring a three cubic yard commercial container for said properties.
7. Introductory ordinance of the City of Eagle Pass, Texas, amending Chapter 27, Article VI, Section 27-211 of the Code of Ordinances by adding a Regional Stormwater Management Program, allowing developers to pay a fee in lieu of detention facilities, and establishing fees.
8. Introductory ordinance of the City of Eagle Pass, Texas, amending Chapter 26, Article VII, Section 26-183, subsection (3) of the Code of Ordinances by amending the commercial vehicle fees from \$5.50 per axle to \$6.50 per axle for trucks, and buses using the toll tag, from \$6.00 per axle to \$10.00 per axle for cash payments, establishing a \$25.00 fee for tractors without a trailer, and establishing a penalty for insufficient funds.

RESOLUTION(S)

9. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass, Texas appointing members to the Eagle Pass Public Library Board.
10. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass, Texas appointing members to the Eagle Pass Animal Welfare Board.
11. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass, Texas nominating a candidate to the Board of Directors of the Maverick County Appraisal District.
12. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass, Texas authorizing the execution of an amended and restated interlocal agreement with Maverick County regarding participation in tax increment Reinvestment Zone Number One, City of Eagle Pass, Texas and containing other provisions related thereto.
13. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass, Texas approving the Eagle Pass Public Improvement District No. 1 Preliminary Service and Assessment Plan, including a proposed

assessment roll, directing the filing of the proposed assessment roll with the City Secretary, calling for and directing mailing and publication of notice of a public hearing to consider an ordinance levying assessments on property located within the Eagle Pass Public Improvement District No. 1; and resolving certain matters in connection therewith.

OTHER BUSINESS

14. Consideration and possible approval to allow the City Manager to enter into a Three-Way Agreement between the City of Eagle Pass, First Due Holding, Inc. and Emergicon, LLC for specialized professional ambulance services.
15. Consideration and possible action on awarding/rejection of Request for Proposal (RFP) #2025-025 Information Technology Management Services to Interdev and authorize City Manager to negotiate and execute contract.
16. Consideration and possible action on awarding/rejection of Request for Proposal (RFP) #2025-023 Citywide Landscape and Turf Maintenance Service to "The Green Company Landscape and Irrigation" and authorize City Manager to negotiate and execute contract.
17. Consideration and possible action on awarding/rejection of Request for Proposal (RFP) #2025-031 City of Eagle Pass Design and Build of Recycling Collection Center and authorize City Manager to negotiate and execute contract.
18. Consideration and possible action on awarding/rejection of Request for Proposal (RFP) #2025-034 Jando Guedea Park Lighting Project to Vargas Electric and authorize the City Manager to negotiate and execute contract pending Photometric Plan.
19. Presentation on City Affordable Housing Initiative and Public Survey.
20. Presentation on Eagle Pass Metropolitan Planning Organization (MPO) Call for Transportation Projects.

EXECUTIVE SESSION

The City Council reserves the right to adjourn into executive session at any time during this meeting to discuss any posted agenda item when authorized by Texas Government Code, Chapter 551, Subchapter D, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and/or 551.087 (Economic Development). Following a closed session, the open meeting will reconvene at which time action, if any, may be taken.

21. Executive Session pursuant to Texas Government Code Chapter 551, Section 551.072-- Discussion regarding 230 Main Street and 260 Washington Street, and any other matter incident thereto, and return to open session for possible

action.

22. Executive Session pursuant to Texas Government Code Chapter 551, Sections 551.074- Discussion of personnel and consultation with attorney concerning appointment/reappointment of Municipal Court Judge and Assistant Municipal Court Judge through resolution; and return to open session for possible action.
23. Executive Session pursuant to Section 551.071 of Chapter 551, Texas Government Code--Consultation with attorney regarding the Fire and EMS Services Agreement with Maverick County and allow City Manager to negotiate and execute the agreement, any other matter incident thereto and possible action in open session regarding same.
24. Executive Session pursuant to Texas Government Code Chapter 551, Section 551.074 and Section 551.071-- Discussion of personnel and consultation with Attorney regarding possible amendments to the City Attorney's Contract.

ADJOURNMENT

Entrance and parking spaces for disabled persons are available in front of City Hall.

CERTIFICATION

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Council of the City of Eagle Pass is true and correct copy of said notice and was posted on the bulletin board located in the lobby at City Hall in a convenient place to the public, 100 South Monroe Street, Eagle Pass, Texas, and said notice was posted the 8th day of October at 6:00 p.m., which is more than three (3) business days prior to the scheduled meeting on the 14th of October 2025.

Erika Rodriguez
City Secretary

THE STATE OF TEXAS)
COUNTY OF MAVERICK)
CITY OF EAGLE PASS)

The City Council of the City of Eagle Pass held their Special meeting on Tuesday, September 02, 2025, at 5:30 p.m. in the Council Chambers at Eagle Pass City Hall, 100 S. Monroe St., Eagle Pass, Texas. All legal notices were duly posted in accordance with the law.

ESTABLISHMENT OF QUORUM

City Council present: Mayor Aaron Valdez.; Mayor Pro-Tem, William "Billy" Davis; Councilors: Mario E. Garcia, Elias Diaz and Jessica Rey Ramon

Absent: None

City staff present: City Manager, Homero Balderas; Assistant City Manager, Ivan Morua; City Attorney, Ana Sophia Garcia; City Secretary, Erika Rodriguez; Public Works Director, Daniel Ibarra; Finance Director, Felix Castillo; Assistant Finance Director, Valeria Mendoza; Interim Economic Development Director, Adislada Mendoza; Municipal Court Administrator, Mayra Huerta; Public Relations Coordinator, Valeria Flores; Planning Director, Placido Madera; Bridge Manager, David Saucedo; Fire Chief, Manuel Mello; Assistant Fire Chief, Rodolfo Cardona; Administrative Captain, Gerardo Fuentes; Police Chief, Amy Rodriguez; Lieutenant Barrientos; Purchasing Manager, Heber Ruiz; Parks and Recreation Director, Ricardo Gutierrez; Marketing Director, Aide Castano; Human Resources Director, Cynthia Campos; Assistant Library Director, Cesar Villa; and Assistant City Engineer, Abelardo Vara

With a quorum being established, Mayor Valdez called the meeting to order, and the items were considered as follows:

MOMENT OF REVERANCE

CITIZENS COMMUNICATIONS AND RECOGNITIONS

Mayor Valdez asked if there was anyone in the audience wishing to express their comments on items which did not appear on the agenda, reminding them, that although they were unable to take formal action on such items, they would be glad to take it under advisement.

CONSENT AGENDA ITEMS

1. Second reading of an ordinance amending Chapter 2 - Administration, Article II, Section 2-29 (g) (Payment of Available Vacation or Sick Leave) of the Code of Ordinances of the City of Eagle Pass to remove examples, include "emergencies", and amend to full rate of payment; finding that the meeting at which this ordinance is passed is open to the public as required by law; providing a severability clause; and establishing an effective date
2. Second reading of an ordinance amending Chapter 2 - Administration, Article II, Section 2-29 (h) (Longevity Pay) of the Code of Ordinances of the City of Eagle Pass to increase from the statutory rate to \$6 per month and remove the maximum limit of 25 years; finding that the meeting at which

this ordinance is passed is open to the public as required by law; providing a severability clause; and establishing an effective date.

3. Second reading of an ordinance amending Chapter 2 - Administration, Article II, Section 2-30 (g) (Sick Leave) of the Code of Ordinances of the City of Eagle Pass to increase the cashed in rate from half to full rate and add civil service sick leave reserve; finding that the meeting at which this ordinance is passed is open to the public as required by law; providing a severability clause; and establishing an effective date.
4. Second reading of an ordinance amending Chapter 2 - Administration, Article II, Section 2-30 of the Code of Ordinances of the City of Eagle Pass by adding new subsection (r) to add bereavement leave; finding that the meeting at which this ordinance is passed is open to the public as required by law; providing a severability clause; and establishing an effective date.
5. Second reading of an ordinance confirming the civil service classifications within the police and fire departments, respectively, establishing the number of authorized positions within each classification; establishing a uniform base pay and seniority pay; finding that the meeting at which this ordinance is passed is open to the public as required by law; providing a severability clause; and establishing an effective date.
6. Second reading of an ordinance for the extension of the "Wet Zone" to include Fort Duncan West Subd, Lot 2, acres 5.441 (482 Bliss St.), where the sale and consumption of alcoholic beverages may be permitted finding that the meeting at which this ordinance is passed is open to the public as required by law; providing a severability clause; and establishing an effective date.

CM Garica moved to approve consent agenda items 1,3,4,5 and 6. Seconded by CM Ramon **MOTION PASSED- Unanimously**

AYES:	Valdez, Garcia, Ramon, Davis, and Diaz
NAYS:	None
ABSTAINED:	None
ABSENT:	None

2. Second reading of an ordinance amending Chapter 2 - Administration, Article II, Section 2-29 (h) (Longevity Pay) of the Code of Ordinances of the City of Eagle Pass to increase from the statutory rate to \$6 per month and remove the maximum limit of 25 years; finding that the meeting at which this ordinance is passed is open to the public as required by law; providing a severability clause; and establishing an effective date.; providing that this ordinance shall be cumulative; providing a severability clause; providing for publication; and declaring an effective date.

CM Garcia moved to approve consent agenda item 2. Seconded by CM Ramon **MOTION PASSED- Unanimously**

AYES:	Valdez, Garcia, Ramon, Davis, and Diaz
NAYS:	None

ABSTAINED: None
ABSENT: None

By the consensus of city council, the meeting went out of order.

12. Presentation by the Community Transformation Alliance.

A detailed presentation on poll books and its benefits was presented to the city council by members of the Community Transformation Alliance (CTA) group.

No action.

ORDINANCES(S)

7. An introductory ordinance amending Section 26-183(3), Article VII, Chapter 26 of the Code of Ordinances of the City of Eagle Pass, Texas, for the setting of new commercial toll rates to be collected for the International Bridges; finding that the meeting at which this ordinance is passed is open to the public as required by law; providing a severability clause; and establishing an effective date.

CM Garcia moved to approve ordinance on first reading . Seconded by CM Ramon- **MOTION PASSED- Unanimously**

AYES: Valdez, Garcia, Ramon, Davis, and Diaz
NAYS: None
ABSTAINED: None
ABSENT: None

8. An introductory ordinance of the City of Eagle Pass, Texas, amending Chapter 6, by amending Articles I, III, and V, to mirror state law in regard to dangerous dogs and rabies control, and adding fees for animal control services.

CM Diaz moved to approve ordinance on first reading . Seconded by CM Garica -**MOTION PASSED- Unanimously**

AYES: Valdez, Garcia, Ramon, Davis, and Diaz
NAYS: None
ABSTAINED: None
ABSENT: None

RESOLUTION(S)

9. A resolution of the City Council of the City of Eagle Pass, Texas authorizing the City Manager to execute a Chapter 380 agreement with Project Robin.

CM Diaz moved to approve (Resolution 2025-57R). Seconded by CM Ramon **-MOTION PASSED-
Unanimously**

AYES: Valdez, Garcia, Ramon, Davis, and Diaz
NAYS: None
ABSTAINED: None
ABSENT: None

10. A resolution of the City Council of the City of Eagle Pass, Texas amending Exhibit A of Resolution 2019-60R, and adopting Version III of the City of Eagle Pass Chapter 380 Economic Incentives Policy.

CM Ramon moved to approve (Resolution 2025-58R). Seconded by CM Diaz **-MOTION PASSED-
Unanimously**

AYES: Valdez, Garcia, Ramon, Davis, and Diaz
NAYS: None
ABSTAINED: None
ABSENT: None

11. A resolution of the City Council of the City of Eagle Pass, Texas approving the release of parkland dedication funds in the amount of \$208,150 to Maverick County for the implementation of a fitness court project and other parkland improvements, recognizing that such funds were collected by the city on behalf of Maverick County and are to be used in accordance with parkland dedication requirements.

CM Garica moved to approve (Resolution 2025-59R). Seconded by CM Ramon **-MOTION PASSED-
Unanimously**

AYES: Valdez, Garcia, Ramon, Davis, and Diaz
NAYS: None
ABSTAINED: None
ABSENT: None

OTHER BUSINESS

13. Consideration and possible approval of Change Order #1 for the Hike and Bike trail project.

CM Davis moved to approve change order. Seconded by CM Garcia **-MOTION PASSED- Unanimously**

AYES: Valdez, Garcia, Ramon, Davis, and Diaz
NAYS: None
ABSTAINED: None
ABSENT: None

14. Consideration and possible approval to allow the City Manager to negotiate and enter into an agreement with Hauler Hero to provide technology services for the Solid Waste Division for an amount not to exceed \$173,530.00

CM Garcia moved to approve. Seconded by CM Davis -**MOTION PASSED- Unanimously**

AYES: Valdez, Garcia, Ramon, Davis, and Diaz
NAYS: None
ABSTAINED: None
ABSENT: None

15. Consideration and possible approval to allow the City Manager to enter into a lease agreement with a suitable city-owned building with Disaster Relief, Inc. for the establishment and operation of a Manos Unidas Women's Shelter.

Councilor Diaz stated that the agreement must specify the cost contributions of each party and designate the building for specific use.

CM Ramon moved to approve lease agreement. Seconded by CM Diaz -**MOTION PASSED- Unanimously**

AYES: Valdez, Garcia, Ramon, Davis, and Diaz
NAYS: None
ABSTAINED: None
ABSENT: None

ADJOURNMENT

Councilor Davis moved to adjourn the meeting at 6:56 p.m. Seconded by Councilor Ramon. **MOTION PASSED** - Unanimously

Aaron Valdez
Mayor

ATTEST:

Erika Rodriguez
City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS, AMENDING CHAPTER 26, ARTICLE VII, SECTION 26-183 (2) OF THE CODE OF ORDINANCES BY AMENDING THE NON-COMMERCIAL VEHICLE TOLL RATE FROM \$2.00 PER AXEL TO \$2.50 PER AXEL, OR FROM \$4.00 PER VEHICLE TO \$5.00 PER VEHICLE FOR EXPRESS CARD OR TOLL TAG USERS, AND \$2.00 PER AXEL TO \$3.00 PER AXEL, OR FROM \$4.00 PER VEHICLE TO \$6.00 PER VEHICLE FOR CASH PAYMENTS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Pass Bridge System wishes to have a more organized fee payment structure; and

WHEREAS, The City of Eagle Pass Bridge system wishes to utilize additional incoming revenue for the construction of the Expansion of Camino Real International Bridge and any other improvements or payments towards improvements for the City of Eagle Pass.

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

Section 1. The City of Eagle Pass Code of Ordinances, **Chapter 26, Article VII, Section 26-183**, is hereby amended as follows:

(2) *Non-commercial vehicles:*

Passenger Car or Truck (including dual tires) Cash Payment~~[\$2.00]~~ **\$3.00**/axle or ~~[\$4.00]~~ **\$6.00**/vehicle

Motorcycle or Cart~~[\$2.00]~~ **\$2.50** /axle or [~~\$4.00~~] **\$5.00**/vehicle

Trailer being pulled by either non-commercial class\$2.00/axle

Express card **or Toll Tag**—passenger car or truck (including dual tires)~~[\$1.50]~~ **\$2.50**/axle or [~~\$3.00~~] **\$5.00**/vehicle

Effective October 1, 2021\$1.75/axle or \$3.50/vehicle

Effective October 1, 2022\$2.00/axle or \$4.00/vehicle

Effective November 1, 2025.....\$2.50/axle or \$5.00/vehicle

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Eagle Pass, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. This Ordinance shall become effective November 1, 2025.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR
ON THIS __DAY OF _____ 2025.**

**AARON E. VALDEZ
MAYOR**

ATTESTED:

ERIKA RODRIGUEZ
CITY SECRETARY

APPROVED AS TO FORM:

ANA SOPHIA GARCIA
CITY ATTORNEY

COUNCIL COMMUNICATION

MEETING DATE: 10/14/2025	SUBJECT OF DELIBERATION: A Resolution relating to the adoption of the annual tax roll for the year 2025 by the City of Eagle Pass	
REQUESTED BY: Maria D Galvan, RTA City of Eagle Pass Tax Assessor/Collector		DEPARTMENT SOURCE: TAX DEPT
BACKGROUND: As per Sec.26.05 of the Texas Property Tax Code, City Council has approved the 2025 Tax Rate. As per Sec.26.09 (e) the assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll.		
PREVIOUS ACTION: Adoption of the 2025 Tax Rate for the City of Eagle Pass		
COST: N/A		BUDGETED or FUNDING SOURCE?: N/A
RECOMMENDATION FROM DEPARTMENT DIRECTOR: The approval of the Resolution relating to the adoption of the City of Eagle Pass 2025 Annual Tax Roll.		
FINANCE DIRECTOR'S COMMENTS: Same as above.		
CITY MANAGER'S COMMENTS: Same as above		
ATTACHMENTS: City of Eagle Pass 2025 Annual Tax Roll Resolution		

2025 CITY OF EAGLE PASS TAX ROLL REPORT

2025

TAX ROLL RECAP:

ASSESSED LAND VALUE	\$ 828,855,033.00
ASSESSED IMPROVEMENT VALUE	\$ 1,867,650,799.00
ASSESSED PERSONAL PROPERTY VALUE	\$ <u>280,160,570.00</u>
TOTAL MARKET VALUE	\$ 2,976,666,402.00

LESS:

HOMESTEAD CAP	\$ (128,260,181.00)
OVER 65 EXEMPTIONS	\$ (17,956,360.00)
VETERAN'S EXEMPTIONS	\$ (28,428,074.00)
1-D-1 AG PRODUCTIVITY LOSS	\$ (21,834,821.00)
POLLUTION CONTROL	\$ (228,616.00)
FREEPORT EXEMPTIONS	\$ (62,659,271.00)
ABATEMENT	\$ (169,648.00)
SOLAR	\$ (146,915.00)
HB 366 (VALUED \$500 OR LESS)	\$ (432,362.00)
GOV. EXEMPTIONS	\$ <u>(223,020,309.00)</u>

TAXABLE VALUE FOR 2025	\$ <u>2,493,529,845.00</u>
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TOTAL TAX RATE PER 100. VALUE	\$ 0.480052
0.284257=M.O. 0.195795= I.&S.	

TOTAL CALCULATED TAX LEVY FOR 2025=	\$ 11,970,239.89
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TOTAL TAX LEVY FOR 2025	\$ <u>11,970,239.75</u>
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I hereby certify that the above 2025 Tax Roll Recap is true and correct to the best of my knowledge.

Sincerely,


Maria D Galvan, RTA
Tax Assessor-Collector

9/29/2025
MDG

RESOLUTION NO. 2025-R

A RESOLUTION RELATING TO THE ADOPTION OF THE ANNUAL TAX ROLL FOR THE YEAR 2025 BY THE CITY OF EAGLE PASS

WHEREAS, the City Council of the City of Eagle Pass has duly approved the 2025 Tax Rate as per Section 26.05 (a) of the Texas Property Tax Code and

WHEREAS, the Tax Assessor-Collector of the City of Eagle Pass, as per Section 26.09 (a) (c) and (e) of the Texas Property Tax Code has calculated a tax for each property listed on the 2025 certified appraisal roll with taxable value and has submitted said roll for 2025, below is the calculation of the estimated property taxes being levied:

TOTAL LAND VALUE	\$ 828,855.033.00
TOTAL IMPROVEMENT VALUE	\$1,867,650,799.00
TOTAL PERSONAL PROPERTY VALUE	\$ 280,160,570.00
TOTAL MARKET VALUE	<u>\$2,976,666,402.00</u>
LESS: TOTAL PRODUCTIVITY LOSS	\$ (21,834,821.00)
HOMESTEAD CAP VALUE	\$ (128,260,181.00)
EXEMPTIONS	<u>\$(333,041,555.00)</u>
TOTAL NET TAXABLE VALUE	<u>\$2,493,529,845.00</u>
2025 TAX RATE (.480052/\$100 VALUE) *	.480052/\$100
CALCULATED 2025 TAX LEVY	<u>\$ 11,970,239.89</u>
TOTAL 2025 TAX LEVY	<u>\$ 11,970,239.75</u>

*Rate: M & O = .284257
I & S = .195795
TOTAL RATE = .480052

WHEREAS, The Tax Assessor-Collector of the City of Eagle Pass has been authorized by Ordinance 2025-36 to implement said tax roll and begin collection of taxes for 2025.

READ, PASSED, AND APPROVED this 14th Day of October, A.D., 2025.

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ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS, AMENDING CHAPTER 27, ARTICLE VI, SECTION 27-204 OF THE CODE OF ORDINANCES BY INCREASING THE STORMWATER UTILITY DRAINAGE FEE FOR RESIDENTIAL UNITS FROM \$5.00 TO \$10.00, AND COMMERCIAL UNITS FROM \$8.00 TO \$16.00; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Pass is responsible for protecting public health, safety, and welfare by managing stormwater runoff and reducing the risk of flooding;

WHEREAS, the City maintains a stormwater drainage system that requires ongoing operation, maintenance, and capital improvements to ensure reliable service and compliance with state and federal regulations;

WHEREAS, the costs of maintaining and improving stormwater infrastructure have increased due to rising construction, material, and regulatory compliance expenses;

WHEREAS, the current stormwater drainage utility fee structure no longer generates sufficient revenue to meet the operational and long-term capital needs of the system;

WHEREAS, it is equitable and reasonable that both residential and commercial properties contribute to the costs of stormwater management in proportion to their use and impact on the drainage system; and

WHEREAS, the City Council finds that adjusting the stormwater drainage utility fee is necessary to ensure adequate funding for operations, maintenance, regulatory compliance, and future system improvements that benefit the entire community.

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

Section 1. The City of Eagle Pass Code of Ordinances, *Chapter 27, Article VI, Section 27-204*, is hereby amended as follows:

Sec. 27-204. Stormwater drainage utility fee.

There is hereby imposed on each and every developed lot or parcel of land within the city, and the residents thereof, a stormwater drainage utility fee which shall be deposited in the city's stormwater drainage utility fund to pay for the creation, operation, planning, engineering, inspection, construction, repair, maintenance, improvement, reconstruction administration and financing of stormwater drainage utility services of the city. Fees shall be imposed and collected on each and every developed lot or parcel of land within the city limits as follows:

~~[Residential units, per month \$5.00~~

~~Non-residential properties classified as B-1, B-2, I, and F under the City of Eagle Pass Zoning Ordinance, which measure less than one (1) acre including, but not limited to, commercial and industrial properties, per month — \$8.00~~

~~Non-residential properties classified as B-1, B-2, I, and F under the City of Eagle Pass Zoning Ordinance, which measure one (1) acre or more including, but not limited to, commercial and industrial properties, per month per acre — \$8.00]~~

<u>Type of Development</u>	<u>Monthly Fee</u>
<u>Residential Unit</u>	<u>\$10.00</u>
<u>Non-Residential properties, less than acre</u>	<u>\$16.00</u>
<u>Non-Residential properties, over an acre</u>	<u>\$16.00 per acre</u>

Non-residential properties are properties classified as B-1, B-2,B-3, I, and F under the City of Eagle Pass Zoning Ordinance.

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Eagle Pass, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. This Ordinance shall become effective immediately upon publication.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR
ON THIS __ DAY OF _____ 2025.**

AARON E. VALDEZ
MAYOR

ATTESTED:

ERIKA RODRIGUEZ
CITY SECRETARY

APPROVED AS TO FORM:

ANA SOPHIA GARCIA
CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS, AMENDING CHAPTER 14, BY AMENDING, SECTION 14-10 OF THE CODE OF ORDINANCES BY ADDING PROVISIONS FOR MULTIFAMILY PROPERTIES WITH MORE THAN FOUR RESIDENTIAL UNITS REQUIRING A THREE CUBIC YARD COMMERCIAL CONTAINER FOR SAID PROPERTIES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Public Works Department, Solid Waste Division wishes to clarify residential collections for multifamily dwellings; and

WHEREAS, the City of Eagle Pass City Council wishes to improve pedestrian safety and protect public health; and

WHEREAS, multifamily dwellings with more than 4 units shall be required to utilize a three yard commercial container for solid waste collection.

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

Section 1. The City of Eagle Pass Code of Ordinances, **Chapter 14, Section 14-10, Subsections 1.A. i. and 1. B. i.** are hereby amended as follows:

Sec. 14-10. Schedule of rates/fees.

1. Service fee for residential properties and multifamily dwellings shall be as follows:

- A. City residents within corporate limits.
- i. A monthly garbage collection fee (service fee) of twenty dollars (\$20.00) will be charged to individual residences inside the city limits. This service fee will apply to each and every residential unit, regardless of the type of residential structure. In the case of multifamily structures, each residential unit therein will be charged the residential garbage collection fee of twenty dollars (\$20.00). If a customer requires more than one (1) refuse collection cart, an additional cart may be requested for a fee of thirteen dollars and fifty cents (\$13.50) per month. **Any multifamily structure within city limits with more than four (4) dwelling units, or any such property requesting or assigned more than four (4) ninety-six (96)**

gallon refuse collection carts, shall instead be required to utilize a three (3) cubic yard commercial container for solid waste collection.

B. *County residents (outside corporate city limits).* This section applies if there is an interlocal agreement with the county to provide collection service. Alternatively, county residents and the city may agree to the terms provide collection service.

i. A monthly garbage collection fee (service fee) of twenty-five dollars (\$25.00) per month shall be charged to individual residences outside city limits but within the County of Maverick. This service fee will apply to each and every residential unit, regardless of the type of residential structure. If a customer requires more than one (1) refuse collection card, an additional cart may be requested for a fee of sixteen dollars and fifty cents (\$16.50) per month. In the case of multifamily structures, each residential unit therein will be charged the residential garbage collection fee of twenty-five dollars (\$25.00) per month. **Any property outside city limits but within the County of Maverick that contains more than four (4) residential units, or any such property requesting or assigned more than four (4) ninety-six (96) gallon refuse collection carts, shall instead be required to utilize a three (3) cubic yard commercial container for solid waste collection.**

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Eagle Pass, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. This Ordinance shall become effective immediately upon publication.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR
ON THIS __ DAY OF _____ 2025.**

**AARON E. VALDEZ
MAYOR**

ATTESTED:

ERIKA RODRIGUEZ
CITY SECRETARY

APPROVED AS TO FORM:

ANA SOPHIA GARCIA
CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS, AMENDING CHAPTER 26, ARTICLE VII, SECTION 26-183, SUBSECTION (3) OF THE CODE OF ORDINANCES BY AMENDING THE COMMERCIAL VEHICLE FEES FROM \$5.50 PER AXLE TO \$7.00 PER AXLE FOR TRUCKS, AND BUSES USING THE TOLL TAG, FROM \$6.00 PER AXLE TO \$10.00 PER AXLE FOR CASH PAYMENTS, ESTABLISHING A \$25.00 FEE FOR TRACTORS WITHOUT A TRAILER, AND ESTABLISHING A PENALTY FOR INSUFFICIENT FUNDS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, The City of Eagle Pass wishes to expand bridge services for the International Bridge users.

WHEREAS,

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

Section 1. The City of Eagle Pass Code of Ordinances, **Chapter 26, Article VII, Section 26-183**, is hereby amended as follows:

(3) Commercial vehicles—empty or loaded:

~~[Trucks (including flatbed single/dual tires)\$5.50/axle
Buses\$5.50/axle
Cash (upon toll tag integration)
Trucks (including flatbed single/dual tires)\$6.00/axle
Buses\$6.00/axle]~~

<u>Express Card/ Toll Tag Payments</u>	
<u>Trucks including flatbed single/dual tires</u>	<u>\$6.50 per axle</u>
<u>Buses</u>	<u>\$6.50 per axle</u>
<u>Cash Payments</u>	
<u>Trucks including flatbed single/dual tires</u>	<u>\$10.00 per axle</u>
<u>Buses</u>	<u>\$10.00 per axle</u>
<u>Other Fees</u>	
<u>Tractor Trailer (no trailer)</u>	<u>\$25.00 per axle</u>
<u>Insufficient Funds Fee</u>	<u>\$10.00 per occurrence</u>

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Eagle Pass, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. This Ordinance shall become effective immediately upon publication.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR
ON THIS __ DAY OF _____ 2025.**

AARON VALDEZ
MAYOR

ATTESTED:

ERIKA RODRIGUEZ
CITY SECRETARY

APPROVED AS TO FORM:

**ANA SOPHIA GARCIA
CITY ATTORNEY**

RESOLUTION NO. 2025-R

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAGLE PASS, TEXAS, APPOINTING
MEMBERS TO THE EAGLE PASS LIBRARY BOARD**

WHEREAS, Ordinance No. 05-09 amended Section 18-1, Article I, Chapter 18 of the Code of Ordinances of the City of Eagle Pass to provide that five of the members of the Eagle Pass Library Board be appointed through a Resolution duly adopted by the Council with each Council Member entitled to an appointment; and

WHEREAS, the term of office of all members expired on July 3, 2025; and

WHEREAS, the persons herein named are residents of Maverick County.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF EAGLE PASS, TEXAS, as follows:**

SECTION 1. Each position on the Eagle Pass Library Board shall be numbered according to the place number served by the Council Member making each appointment, with the Mayor's place being Place 5.

SECTION 2. The persons herein listed are appointed as Members of the Eagle Pass Library Board:

- 1.
- 2.
- 3.
- 4.
- 5.

SECTION 3. The term of office of the above-mentioned members shall be for two years, which said term shall expire on July 3, 2027.

READ, PASSED AND APPROVED, this 14th Day of October, A.D., 2025.

ATTEST:

Aaron Valdez
Mayor

Erika Rodríguez
City Secretary

RESOLUTION NO. 2025-R

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAGLE PASS, TEXAS, APPOINTING
MEMBERS TO THE ANIMAL WELFARE BOARD**

WHEREAS, the Animal Welfare Board was created through Sec. 6-3(a), Chapter 6 of the Code of Ordinances of the City of Eagle Pass; and

WHEREAS, said section also provides that Members shall serve for a term of two years and that the Board be composed of at least one licensed veterinarian or licensed veterinarian technician, one representative from a local animal rescue or shelter, and one (1) law enforcement officer or animal control official; and

WHEREAS, the persons herein named meet the above-stated qualifications and shall be appointed by each Council Member.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, that:

SECTION 1. The City Council hereby appoints the following people as Members of the Animal Welfare Board of the City of Eagle Pass:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

SECTION 2. The term of office for the above listed Members shall expire on August 16, 2027.

SECTION 3. The Animal Welfare Board shall follow the rules, procedures, duties, and responsibilities outlined in Chapter 6 of the Code of Ordinances of the City of Eagle Pass, as amended.

READ, PASSED AND APPROVED, this 16th Day of September A. D., 2025.

ATTEST:

Aaron Valdez

Erika Rodriguez

Mayor

City Secretary

RESOLUTION NO. 2025-R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EAGLE PASS, TEXAS, NOMINATING A CANDIDATE TO
THE BOARD OF DIRECTORS OF THE MAVERICK
COUNTY APPRAISAL DISTRICT**

WHEREAS, Section 6.03 of the Property Tax Code provides that each Taxing Unit in a county that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the Board of Directors of the County's Appraisal District; and

WHEREAS, Sec. 6.035(a) of the Property Tax Code states that a Member of the Board of Directors is ineligible to serve if he/she is: 1) related within the second degree by consanguinity or affinity to an individual who is engaged in the business of appraising property for compensation for use in proceedings under Chapter 6 of the Property Tax Code or of representing property owners for compensation in proceedings under this title in the appraisal district; or 2) owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless a payment agreement has been made or a suit to collect the delinquent taxes is deferred or abated; and

WHEREAS, The City Council of the City of Eagle Pass is entitled to vote and it wishes to nominate a qualified candidate for positions to be filled on the Board of Directors of the Maverick County Appraisal District.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF EAGLE PASS, TEXAS, that:**

SECTION 1. All of the above paragraphs are incorporated and made a part of this Resolution.

SECTION 2. The City Council nominates the following qualified person for the position to be filled on the Board of Directors of the Maverick County Appraisal District:

SECTION 3. The Mayor of the City of Eagle Pass is hereby authorized and directed to submit this nominee of the City of Eagle Pass to the Chief Appraiser of the Maverick County Appraisal District by delivering a copy of this Resolution to said Chief Appraiser.

READ, PASSED, AND APPROVED this 7th Day of October, A.D., 2025.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

RESOLUTION NO. 2025-_____

**A RESOLUTION OF THE CITY OF EAGLE PASS, TEXAS
AUTHORIZING EXECUTION OF AN AMENDED AND
RESTATED INTERLOCAL AGREEMENT WITH MAVERICK
COUNTY REGARDING PARTICIPATION IN TAX INCREMENT
REINVESTMENT ZONE NUMBER ONE, CITY OF EAGLE PASS,
TEXAS AND CONTAINING OTHER PROVISIONS RELATED
THERE TO**

WHEREAS, the City Council (the “Council”) of the City of Eagle Pass, Texas (the “City”) recognizes the importance of its continued role in local economic development and protection of the health, safety, and welfare of its inhabitants; and

WHEREAS, the City has heretofore authorized and entered into a Development Agreement (the “Agreement”) with certain owners of real property as identified in the Agreement (collectively, the “Developer”) concerning the development of approximately 2,224 acres of real property (the “Property”) located in the City’s corporate limits, as well as the respective jurisdictional boundaries of Maverick County, Texas (the “County”), which development is known as the Empire Industrial Park; and

WHEREAS, the Empire Industrial Park is anticipated to be developed as a high-quality, retail, commercial, industrial, and other compatible use development including certain on-site public improvements such as water, wastewater, roadway, traffic systems, and stormwater drainage infrastructure, all as further described in the Development Agreement (such public infrastructure, the “Authorized Improvements”); and

WHEREAS, in exchange for multiple public benefits, the City has, in the Development Agreement, agreed to finance and/or reimburse the costs of the Authorized Improvements in an amount not to exceed \$75,000,000 for the Eagle Pass Public Improvement District No. 1, as part of an overall not to exceed amount of \$460,000,000 for Authorized Improvements for the Property, plus associated costs of financing and administering the same (together, the “Commitment”); and

WHEREAS, within the Agreement, the City agreed to pursue creation, under Chapter 311, as amended, Texas Tax Code (the “Act”), a tax increment reinvestment zone upon the Property for the purpose of participating, and requesting of other taxing units participation, a portion of the incremental ad valorem tax revenue derived from the Project to defray the Commitment across those taxing units, in addition to the City, that will benefit from the Property’s development; and

WHEREAS, after conducting a public informational hearing, by Ordinance No. 2024-11 adopted by the City on May 7, 2024 (the “Creation Ordinance”), the City created upon the Property the Tax Reinvestment Zone Number One, Eagle Pass, Texas (the “TIRZ”); and

WHEREAS, the City has requested TIRZ participation by the County with which request both the County has agreed to comply; and

WHEREAS, the City and the County (the “Participants”), by Resolution No. 2024-24R adopted by the Council on May 7, 2024 and by action of the Commissioners Court of the County (the “Court”) on May 6, 2024, the Participants authorized an interlocal agreement (the “Original Interlocal Agreement”) to memorialize the terms by which the Participants will transfer certain tax increment funds to the Tax Increment Fund (as defined in the Original Interlocal Agreement) for the City’s use in paying a portion of the Commitment; and

WHEREAS, the Participants have determined to amend and restate the Original Interlocal Agreement by entering into the amended and restated interlocal agreement attached to and incorporated herein for all purposes as Exhibit A (the “Interlocal Agreement”) to more clearly reflect the mutual intent of the Participants, cure any ambiguities and correct typographical errors contained in the Original Interlocal Agreement; and

WHEREAS, pursuant to Chapter 791, as amended, Texas Government Code (“Chapter 791”), a local government may contract with another local government to perform governmental functions and services; and

WHEREAS, the City finds that the Interlocal Agreement constitutes an interlocal cooperative agreement as authorized under Chapter 791; and

WHEREAS, the City finds that the adoption of this Resolution is in the best interest of the City and its residents; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS THAT:

SECTION 1: The Council hereby approves the form and findings of the Interlocal Agreement and authorizes the City’s entering into the same. The Council authorizes the Mayor and City Secretary to execute and enter into the same as the act and deed of the City for all purposes.

SECTION 2: The recitals contained in the preamble hereof are hereby found to be true; and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 3: All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution, are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 6: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public, and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 7: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on the 14th day of October, 2025.

CITY OF EAGLE PASS, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

EXHIBIT A

AMENDED AND RESTATED INTERLOCAL AGREEMENT

**INTERLOCAL AGREEMENT FOR TAX INCREMENT PARTICIPATION IN
REINVESTMENT ZONE NUMBER ONE,
CITY OF EAGLE PASS, TEXAS**

This Interlocal Agreement (the *Interlocal Agreement*) for Tax Increment Participation for Reinvestment Zone Number One, City of Eagle Pass, Texas (as further defined herein, the *TIRZ*) is entered into by and between the City of Eagle Pass, Texas (the *City*), and Maverick County, Texas (the *County*).

I. RECITALS

WHEREAS, the City approved the execution of a Development Agreement (as further defined herein, the *Development Agreement*) with certain owners of real property identified in the Development Agreement, their successors, and assigns (collectively, the *Developer*) concerning the development of approximately 2,224 acres of real property (the *Property*), which development is known as Empire Industrial Park; and

WHEREAS, Empire Industrial Park is anticipated to be developed as a high-quality, retail, commercial, industrial, and other compatible use development including certain on-site public improvements such as water, wastewater, roadway, traffic systems, and stormwater drainage infrastructure, all as further described in the Development Agreement (such public infrastructure, the *Authorized Improvements*); and

WHEREAS, in exchange for multiple public benefits, the City has, in the Development Agreement, agreed to finance and/or reimburse the costs of the Authorized Improvements in an amount not to exceed \$75,000,000 for the Eagle Pass Public Improvement District No. 1, as part of an overall not to exceed amount of \$460,000,000 for Authorized Improvements for the Property as described herein, including associated costs of financing and administering the same (together, the *Commitment*); and

WHEREAS, the Development Agreement provides that the City will fund the Commitment from various sources, all of which being limited to incremental revenue associated with the development of the Property and that include assessments levied thereon pursuant to a Public Improvement District created in accordance with Chapter 372, as amended, Texas Local Government Code (such assessments, the *Assessments*) and revenues available from the various taxing units participating in the TIRZ; and

WHEREAS, under Chapter 311, as amended, Texas Tax Code and pursuant to the terms of Ordinance No. 2024-11, approved by the City Council (the *Council*) on the third and final reading on May 7, 2024, the City created the TIRZ upon the Property for the purpose of, among others, requesting participation from other taxing units whose jurisdiction includes the Property to defray the costs of the Commitment across those taxing units that will benefit from the Property's development; and

WHEREAS, the City is desirous of and supports the County's respective participation in the TIRZ, as such participations defray across other benefitting taxing entities the costs of the City's satisfying the Commitment; and

WHEREAS, the County recognize their respective benefit from Empire Industrial Park, which benefits include the orderly development of property within their respective jurisdictions and their respective realization of additional ad valorem tax revenue resultant therefrom; and

WHEREAS, because of such benefits, the City and the County have determined that their respective participation in the TIRZ is appropriate and is in its best interests of themselves and their respective residents;

WHEREAS, by Resolution No. 2024-24R, adopted by the Council on May 7, 2024 and by action of the Commissioners Court of the County (the *Court*) on May 6, 2024, the City, and the County respectively, authorized an interlocal agreement (the *Original Interlocal Agreement*) to memorialize their respective rights and obligations relative to tax increment participation in the TIRZ.

WHEREAS, by Resolution No. 2025-____, adopted by the Council on October 14, 2025 and by action of the Commissioners Court of the County (the *Court*) on October 8, 2025, the City, and the County respectively, authorized this Interlocal Agreement, being an amendment and restatement of the Original Interlocal Agreement, to memorialize their respective rights and obligations relative to tax increment participation in the TIRZ.

II. DEFINITIONS

A. Construction of Terms

All terms and phrases defined herein shall have the meanings and definitions ascribed thereto. Terms that have well known technical, municipal, or construction or development industry meanings are used in accordance with such recognized meanings, unless otherwise defined herein or unless the context clearly indicates a different meaning. If appropriate in the context of this Interlocal Agreement, words of the singular shall be considered to include the plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

B. Definition of Certain Terms

As used in this Interlocal Agreement, and in addition to those terms defined in the recitals above, the following terms shall have the meanings set out below:

“*Act*” means Chapter 311, as amended, Texas Tax Code (or its successor provisions).

“*Authorization*” means the City documentation related to the creation, establishment, and administration of the TIRZ, including the Creation Ordinance and the Plan.

“*Captured Appraised Value*” means the captured appraised value of taxable real property within the TIRZ, as defined by Section 311.012(b) of the Act (being, generally, the amount of appraised value of taxable real property within the TIRZ in excess of the Tax Increment Base).

“*City*” means the City of Eagle Pass, Texas, a home-rule municipality.

“*City Committed Tax Increment*” means 75% of the City Tax Increment, annually deposited to the Tax Increment Fund until the earlier to occur of the Expiration Date and the day on which the aggregate amount of all City Tax Increments paid by the City for deposit to the Tax Increment Fund total **\$250,000,000** (such total number to be refined based on final projections and reflected in the final Plan).

“*City Tax Increment*” means, with respect to the City, the total amount of ad valorem taxes levied and collected each year by the City on the Captured Appraised Value of taxable real property in the TIRZ.

“*County Committed Tax Increment*” means the 75% of the County Tax Increment, annually delivered to the City for deposit to the Tax Increment Fund until the earlier to occur of the Expiration Date and the day on which the aggregate amount of all County Tax Increments paid by the County for deposit to the Tax Increment Fund total **\$210,000,000** (such total number to be refined based on final projections and reflected in the final Plan).

“*County Tax Increment*” means, with respect to the County, the total amount of ad valorem taxes collected each year by the County on the Captured Appraised Value of taxable real property in the TIRZ.

“*Creation Ordinance*” means Ordinance No. 2024-11 adopted by the Council on the third and final reading on May 7, 2024 that caused the creation of the TIRZ and the Tax Increment Fund, a copy of which ordinance is attached hereto as Exhibit C and incorporated herein for all purposes.

“*Development Agreement*” means the Development Agreement between the City and the Developer approved by the City, a copy of which Development Agreement is attached hereto as Exhibit B and incorporated herein for all purposes.

“*Expiration Date*” means, as established in the Authorization, the stated December 31, 2074 expiration of the TIRZ or such earlier date if terminated earlier as a result of payment in full of each Parties’ commitment hereunder or extended pursuant to the Creation Ordinance or Development Agreement.

“*Initial Tax Year*” means the Tax Year ending on January 31, 2025.

“*Party*” or “*Parties*” means the City, or the County, singularly, each being a taxing unit participating in the TIRZ under the Act and pursuant to this Interlocal Agreement, and collectively, all of the City and the County as taxing entities participating in the TIRZ under the Act and pursuant to this Interlocal Agreement.

“*Plan*” means, collectively, the project plan and reinvestment zone financing plan prepared for the TIRZ pursuant to the Act, a copy of which is attached hereto as Exhibit D and incorporated herein for all purposes, as the same may be amended from time to time pursuant to the Act.

“*Tax Increment*” means, individually or collectively (as applicable), the City Committed Tax Increment and the County Committed Tax Increment.

“*Tax Increment Base*” means, with respect to each Party, the total taxable value of all real property taxable by such Party that is located in the TIRZ, for the 2024 year (being the year in which the TIRZ was designated under the Act).

“*Tax Increment Fund*” means the tax increment fund created by the City in the Creation Ordinance for the deposit of Tax Increments for the TIRZ, entitled “Reinvestment Zone Number One, City of Eagle Pass, Texas (Empire Industrial Park) Tax Increment Fund.”

“*Tax Increment Payment*” means the amount of the Tax Increment that a Party agrees to deposit annually into the Tax Increment Fund in accordance with this Interlocal Agreement.

“*Tax Year*” means the period of time commencing on February 1 of each calendar year and concluding on January 31 of the following calendar year.

“*Term of the TIRZ*” means the period of time from the TIRZ’s creation until the Expiration Date.

“*TIRZ*” means the “Reinvestment Zone Number One, City of Eagle Pass, Texas (Empire Industrial Park)” created by the City over the Property on May 7, 2024 pursuant to the Creation Ordinance.

“*TIRZ Board*” means the board consisting of the individuals appointed to serve on the Board of Directors for the TIRZ pursuant to Section 311.009 of the Act, the Creation Ordinance, and this Interlocal Agreement.

III. RIGHTS AND OBLIGATIONS OF THE PARTIES

A. Tax Increment Participation

1. Subject to the limitations set out in this Interlocal Agreement, the County agrees to participate in the TIRZ.

2. For the duration of this Interlocal Agreement,

(a) the County shall participate in the TIRZ by annually contributing to the Tax Increment Fund the County Committed Tax Increment each Tax Year, beginning with the Initial Tax Year and ending on the earlier to occur of the Expiration Date and the County’s satisfying, in the aggregate, the County Committed Tax Increment; and

3. The County’s respective commitments to participate in the TIRZ in the manner described above is conditioned on the City’s initial and continued participation in the TIRZ in the manner specified in the Authorization, being its annual contribution to the Tax Increment Fund the City Committed Tax Increment each Tax Year, beginning with the Initial Tax Year and ending on the earlier to occur of the Expiration Date and the City’s satisfying, in the aggregate, the City Committed Tax Increment.

4. The Parties agree that contributions to the Tax Increment Fund shall be used for the purposes and in the manner specified in the Plan, primarily being to fund a portion of the

Commitment not satisfied by Assessments including to pay administrative costs for the TIRZ; to pay for debt service, including principal, interest, and capitalized interest on public improvement district bonds (“PID”) issued to construct or acquire infrastructure such as roads, water, wastewater, or drainage that provide a benefit to the TIRZ or are classified as oversizing; and to buy down Assessments related to the issuance of PID bonds by the City.

5. The County Committed Tax Increment and the City Committed Tax Increment shall be applied in their entirety on a pro rata basis, to buy down Assessments (if applicable), reimburse the Developer in accordance with the Development Agreement or pay any reimbursement obligation authorized pursuant to the Development Agreement or any additional development agreements entered into with the Developer. Any remaining funds may be used pursuant to additional development agreements approved by the Board, once all reimbursement obligations under the Development Agreement or any additional development agreement entered into with the Developer are paid in full.

B. Tax Increment Payment

1. Each Party’s obligation to contribute its Tax Increment Payment to the Tax Increment Fund, as provided in Section A of this Interlocal Agreement, shall accrue as such Party collects its Tax Increment. The Parties agree that all real property taxes collected each year by each Party that are attributable to ad valorem taxes levied upon real property located in the TIRZ shall first constitute taxes on the Tax Increment Base and, after collection of the total amount of ad valorem taxes on the Tax Increment Base, the remaining applicable portions of ad valorem taxes collected on such property shall constitute the applicable Tax Increment.

2. Each Party agrees to annually contribute its Tax Increment to the Tax Increment Fund not later than March 1 (or the first business day thereafter) of each Tax Year during the Term of the TIRZ. The amount of each Tax Increment shall be based on the Tax Increments that are received, but which have not been previously deposited, during the Tax Year preceding each deposit date. The Parties agree that each Party’s obligation to deposit Tax Increments after March 1 shall only be for taxes collected and received after such date that are attributable to the Tax Year for which the Party agreed to remit its Tax Increment to the Tax Increment Fund. Under no circumstances shall the any Party be required to participate in the TIRZ or contribute any Tax Increment after the Term of the TIRZ.

3. Notwithstanding anything herein to the contrary, a Party’s payments to the Tax Increment Fund shall not, over the Term of the TIRZ, exceed such Party’s aggregate, committed Tax Increment.

C. Interlocal Agreement to Comply with Plan; Delinquent Payment; Breach of Interlocal Agreement

1. The City agrees to comply with the Plan, without waiver or amendment of the terms thereof other than as contemplated herein. The City agrees to provide prior written notice to the other Parties of any proposed change to or waiver of compliance with the provisions of the Plan. Each other Party shall have a period of thirty (30) days from the date of receipt of such notice of a Plan change or waiver to provide written objections or comments. The absence of written

objections or comments by a Party to the City shall constitute approval of the proposed change or waiver by such Party. If a Party provides written notice to the City that it objects to the proposed change or waiver, and the objection, as set out in the notice, is not resolved within forty-five (45) days from the date of such notice and the City nevertheless approves such change or grants such waiver, then such Party may thereafter discontinue its Tax Increment and terminate its participation under this Interlocal Agreement solely for its participation for that particular protested project. Such Party shall continue to be obligated for its Tax Increment for previously approved projects included in the Plan and for which the Tax Increment is pledged or included in any plan of finance, for any PID Bonds, or for any future projects for the TIRZ included in the Plan so long as the TIRZ has not been terminated.

2. Any delinquent deposit of a Tax Increment under this Interlocal Agreement by a Party shall be administered as provided in Section 311.013(c) of the Act. The Parties expressly agree that no Party shall owe any penalty or interest on Tax Increments that have been levied, but not received, by such Party. In addition, no Party shall be obligated to contribute its Tax Increment from any non-Tax Increment revenue sources.

3. If a Party materially breaches this Interlocal Agreement, then the non-breaching Party or Parties may provide written notice to the other Parties stating its intent to terminate its participation in the TIRZ and detailing its objection(s) or concern(s). If the objections or concerns as set out in the notice are not resolved within ninety (90) days from the date of such notice, then the objecting Party may discontinue its deposit of Tax Increment and terminate its participation in the TIRZ.

4. Except for contributing its respective Tax Increment to the Tax Increment Fund as set out in this Interlocal Agreement, no Party shall have any obligation or responsibility for any costs or expenses associated with the development of the TIRZ or the implementation of the Plan, including (without limitation) any obligation to pay or repay any debt relating to, benefitting, or secured by revenues of the TIRZ.

5. The final Plan shall be delivered by the City to the County upon its final adoption or as updated from time to time. Material variance from the preliminary Plan and the amended draft preliminary Plan, both attached hereto, defined to mean alterations other than those related to finalizing applicable interest rates and estimated costs of Authorized Improvements or related to additional public improvement district costs, shall require approval of the County.

D. Management of the TIRZ

1. The City and the TIRZ Board, as composed according to the Creation Ordinance and restated in the following paragraph, are solely responsible for managing or administering the TIRZ and implementing the Plan, as provided in the Creation Ordinance. Each Party may inspect the project site and review project plans and drawings at times and intervals that will not interfere with ongoing operations.

2. As provided in the Creation Ordinance, the TIRZ Board shall be composed of three City members, three County members and one member of the Developer.

E. Expansion of the TIRZ

The obligation of the County to participate in the TIRZ is limited to the TIRZ as it exists as of the date of this Interlocal Agreement (such description of the TIRZ included in Exhibit A attached hereto and incorporated herein for all purposes). The County's participation shall not extend to the Tax Increment on any additional property added to the TIRZ by the City unless such Party approves in writing such additional participation.

IV. TERM AND TERMINATION

A. Effectiveness

This Interlocal Agreement shall become effective as of the last date of execution by the Parties and shall remain in effect until the Expiration Date, unless earlier terminated relative to any Party or all Parties as provided herein.

B. Early Termination

Except as provided herein, the City shall not take any action to terminate the TIRZ earlier than the Expiration Date or the date on which all project costs, tax increment bonds and interest on those bonds, and other obligations as described in the Plan have been paid in full.

C. Disposition of Tax Increments

Upon expiration or termination of the TIRZ, any money remaining in the Tax Increment Fund shall be paid to the Parties that at such time that continue to participate on a pro-rata basis in accordance with Section 311.014(d) of the Act.

V. MISCELLANEOUS

A. Multiple Originals

The Parties may execute this Interlocal Agreement in one or more duplicate originals, each of equal dignity.

B. Entire Interlocal Agreement

This Interlocal Agreement, including exhibits, merges the prior negotiations and understandings of the Parties and embodies the entire Interlocal Agreement of the Parties.

C. Written Amendment

This Interlocal Agreement may be changed or amended only by a written instrument duly executed on behalf of each Party. All Parties understand and recognize that only the Council (on behalf of the City), and the Court (on behalf of the County) are authorized to approve a change or amendment to this Interlocal Agreement.

D. Non-Waiver

The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of another Party hereunder, but unless this Interlocal Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the Party waiving such condition, right, or obligation. The failure of any Party to insist at any time upon the strict performance of any covenant or agreement in this Interlocal Agreement or to exercise any right, power, or remedy contained in this Interlocal Agreement will not be construed as a waiver or a relinquishment thereof for the future.

E. Access to Financial Information

The City agrees as part of its annual audit to have the Tax Increment Fund audited, a copy of which will be provided to the other Parties. Furthermore, each Party to this Interlocal Agreement shall have reasonable access to financial information and audit reports regarding the operation of the TIRZ, contribution of Tax Increment Payments to the Tax Increment Fund, and expenditures from the Tax Increment Fund. In addition, the City agrees, during the term of this Interlocal Agreement, to prepare and deliver an annual report to the other Parties in accordance with Section 311.016 of the Act.

F. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express, or other delivery service, fax, email, or hand delivery; or (ii) three business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective other Party at the address below. Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

City

Attn: City Manager
City of Eagle Pass
100 South Monroe
Eagle Pass, Texas 78852

County

Attn: County Judge
Maverick County, Texas

With a copy to:

Attn: City Attorney
100 South Monroe
Eagle Pass, Texas 78852

With a copy to:

Attn: County Attorney

G. Assignment

No Party shall assign this Interlocal Agreement at law or otherwise without the prior written consent of the other Parties, and no Party shall delegate any portion of its performance under this Interlocal Agreement without the written consent of the other Parties. All Parties to this Interlocal Agreement understand and recognize that only the Council (on behalf of the City) and

the Court (on behalf of the County) have authority to approve a delegation or assignment (of any kind) of this Interlocal Agreement.

H. Successors

This Interlocal Agreement shall bind and benefit the Parties and their legal successors.

I. No Third-Party Beneficiary

This Interlocal Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly provided herein.

J. No Personal Liability

None of the members of the Council, the Court, or the TIRZ Board, nor any officer, agent, or employee of the City or the County shall be charged personally by any Party with any liability or be held liable to any other Party under any term or provision of this Interlocal Agreement; because of execution or attempted execution of this Interlocal Agreement; or because of any breach, or attempted or alleged breach, of this Interlocal Agreement.

K. Survival of Representations

All representations and warranties of the Parties hereunder shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of any of the Parties and shall survive any termination of this Interlocal Agreement pursuant to its terms.

L. No Waiver of Immunity

No Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, or agents as a result of its execution of this Interlocal Agreement and performance or non-performance of the covenants contained herein.

M. Severability

1. In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice any Party in its respective rights and obligations contained in the valid terms, covenants, or conditions hereof.

2. In the event any term, covenant, or condition shall be held invalid and said invalidity substantially impairs a material right of a Party or the TIRZ Board, then this Interlocal Agreement shall be void as to that Party and that Party shall have no further obligation to contribute any future Tax Increment Payments to the Tax Increment Fund. In such a situation, the Parties agree that the Tax Increment Fund shall not refund any prior Tax Increment Payments under this provision of this Interlocal Agreement.

N. Section Headings

Section headings have been inserted into this Interlocal Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Interlocal Agreement and will not be used in the interpretation of any provisions of this Interlocal Agreement.

* * *

IN WITNESS HEREOF, the City of Eagle Pass, Texas and Maverick County have made and executed this Interlocal Agreement in triplicate originals on this the _____ day of _____.

CITY OF EAGLE PASS, TEXAS

MAVERICK COUNTY, TEXAS

Mayor

County Judge

ATTEST/SEAL:

ATTEST/SEAL:

City Secretary

County Clerk and Ex Officio Clerk of the
Commissioners Court

EXHIBIT A

**MAP OF
REINVESTMENT ZONE NUMBER ONE
CITY OF EAGLE PASS, TEXAS
(EMPIRE INDUSTRIAL PARK)**

EXHIBIT B
DEVELOPMENT AGREEMENT

EXHIBIT C
CREATION ORDINANCE

EXHIBIT D

PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN

4873-0253-5741v.8 68064-1 10/1/2025
4873-0253-5741v.8 68064-1 10/1/2025

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY OF EAGLE PASS, TEXAS
APPROVING THE EAGLE PASS PUBLIC IMPROVEMENT
DISTRICT NO. 1 PRELIMINARY SERVICE AND
ASSESSMENT PLAN, INCLUDING PROPOSED
ASSESSMENT ROLLS; DIRECTING THE FILING OF THE
PROPOSED ASSESSMENT ROLLS WITH THE CITY
SECRETARY; CALLING FOR AND DIRECTING MAILING
AND PUBLICATION OF NOTICE OF A PUBLIC HEARING
TO CONSIDER AN ORDINANCE LEVYING
ASSESSMENTS ON PROPERTY LOCATED WITHIN THE
EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1;
AND RESOLVING CERTAIN MATTERS IN CONNECTION
THEREWITH**

WHEREAS, the City of Eagle Pass, Texas (the *City*) recognizes the importance of its continued role in local economic development and the protection of the health, safety, and welfare of its inhabitants; and

WHEREAS, in furtherance of this recognition, the City has heretofore created, by Resolution No. 2023-54R adopted by the City Council of the City (the *City Council*) on November 7, 2023, the Eagle Pass Public Improvement District No. 1 (the *District*), pursuant to and in accordance with the provisions of Chapter 372, as amended, Texas Local Government Code (the *Act*); and

WHEREAS, P3Works, LLC, the City's public improvement district advisor, has heretofore prepared and presented to the City Council for discussion the "Eagle Pass Public Improvement District No. 1 Preliminary Service and Assessment Plan" (the *Preliminary SAP*), which includes therein the District's proposed assessment rolls for Improvement Area #1 (as defined in the Preliminary SAP and Improvement Area #2 (as defined in the Preliminary SAP) (collectively, the *Proposed Assessment Roll*); and

WHEREAS, the Act requires that the Proposed Assessment Roll be filed with the City Secretary and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the *Hearing*) be held to consider proposed assessments and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Hearing; and

WHEREAS, the Act requires that notice of the Hearing be mailed to property owners liable for the assessment and be published in a newspaper of general circulation of the City before the 10th day before the date of the Hearing; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS THAT:

SECTION 1: The City Council hereby accepts the Preliminary SAP, including the Proposed Assessment Roll, in the form attached hereto as Exhibit A.

SECTION 2: The City Council hereby authorizes and directs the filing of the Proposed Assessment Roll with the City Secretary and same shall be available for public inspection during the City Secretary's normal business hours.

SECTION 3: The City Council hereby calls for the conduct of the Hearing at 5:30 p.m. on November 4, 2025 at the City Council's regular meeting place. At the Hearing, the City Council shall, among other actions, hear and pass on any objections to the proposed assessments. Upon the adjournment of the Hearing, the City Council may consider an ordinance levying the assessments as special assessments on certain property within the District (which ordinance shall specify the method of payment of the assessments).

SECTION 4: The City Secretary is hereby authorized and directed to cause notice of the City Council's intention to conduct the Hearing (the *Notice*), substantially in the forms attached hereto as Exhibit B and incorporated by reference herein, to be published in *Eagle Pass News Gram* (the *Newspaper*) on a date that is not later than the 11th day before the Hearing. In addition, and upon satisfaction of all applicable conditions precedent specified in Section 372.016(c) of the Act, the City Secretary is hereby authorized and directed to timely mail, or cause the mailing of, notice of the Hearing to owners of property liable for the assessment.

SECTION 5: The Newspaper is hereby found and determined to be a newspaper of general circulation within the City.

SECTION 6: The foregoing actions are hereby found and determined to comply with Section 372.016 of the Act

SECTION 7: The recitals contained in the preamble hereof are hereby found to be true. Such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 8: All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance, are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

SECTION 9: This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10: If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 11: It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public, and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12: This Ordinance shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on the 14th day of October, 2025.

CITY OF EAGLE PASS, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

EXHIBIT A
PRELIMINARY SERVICE AND ASSESSMENT PLAN

Eagle Pass Public Improvement District No. 1

PRELIMINARY SERVICE AND ASSESSMENT PLAN

OCTOBER 14, 2025



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

TABLE OF CONTENTS

Table of Contents	1
Introduction	3
Section I: Definitions	5
Section II: The District	17
Section III: Authorized Improvements	17
Section IV: Service Plan	21
Section V: Assessment Plan	22
Section VI: Terms of the Assessments	29
Section VII: Assessment Roll	36
Section VIII: Additional Provisions	36
Exhibits	39
Appendices	40
Exhibit A-1 – Map of the District.....	41
Exhibit A-2 – Map of Improvement Area #1.....	42
Exhibit A-3 – Map of Improvement Area #2.....	43
Exhibit A-4 – Map of Improvement Area #3.....	44
Exhibit A-5 – Map of Improvement Area #4.....	45
Exhibit A-6 – Map of Zone A	46
Exhibit A-7 – Improvement Area #1 Lot Type Classification Map	47
Exhibit A-8 – Improvement Area #2 Lot Type Classification Map	48
Exhibit B-1 – Project Costs.....	49
Exhibit B-2 – Apportionment of Costs.....	50
Exhibit C – Service Plan	51
Exhibit D – Sources and Uses of Funds	52
Exhibit E – Maximum Assessment and Tax Rate Equivalent.....	53
Exhibit F-1 – Improvement Area #1 Assessment Roll	54
Exhibit F-2 – Improvement Area #1 Assessment Roll by Legal Description.....	55
Exhibit F-3 – Improvement Area #1 Annual Installments	56
Exhibit G-1 – Improvement Area #2 Assessment Roll	57
Exhibit G-2 – Improvement Area #2 Annual Installments.....	58

Exhibit H-1 – Maps of Improvement Area #1 Improvements	59
Exhibit H-3 – Maps of Zone A Improvements.....	61
Exhibit H-4 – Maps of Shared Improvements.....	62
Exhibit I – TIRZ No. 1 Annual Credit Amount by Lot Type	63
Exhibit J – Form of Notice of Assessment Termination	64
Exhibit K-1 – Debt Service Schedule for Improvement Area #1 Bonds	67
Exhibit K-2 – Debt Service Schedule for Improvement Area #2 Bonds	68
Exhibit L-1 – District Legal Description.....	69
Exhibit L-2 – Improvement Area #1 Legal Description.....	72
Exhibit L-3 – Improvement Area #2 Legal Description.....	74
Exhibit L-4 – Improvement Area #3 Legal Description.....	75
Exhibit L-5 – Improvement Area #4 Legal Description.....	76
Appendix A – Engineer’s Report	78
Appendix B – Buyer Disclosures.....	110

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,” an “Exhibit,” or an “Appendix” shall be a reference to a Section of this Service and Assessment Plan or an Exhibit or Appendix attached hereto and made a part of this Service and Assessment Plan for all purposes.

On February 8, 2023, the City Council passed and approved a resolution authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon approval in accordance with the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 460.95 acres located within the corporate limits of the City, as described by the legal description on **Exhibit L-1** and depicted on **Exhibit A-1**.

On November 4, 2025, it is anticipated that the City Council will pass and approve an Assessment Ordinance authorizing (i) the levy of the Improvement Area #1 Assessments on Improvement Area #1 Assessed Property; (ii) the approval of this Service and Assessment Plan.

On November 4, 2025, it is anticipated that the City Council will pass and approve an Assessment Ordinance authorizing (i) the levy of the Improvement Area #2 Assessments on Improvement Area #2 Assessed Property; (ii) the approval of this Service and Assessment Plan.

The PID Act requires that a Service Plan must (i) cover a period of at least five years; (ii) define the annual indebtedness and projected cost of the Authorized Improvements; and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV** and the notice form is attached as **Appendix B**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the 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 City Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Improvement Area #1 Assessment Roll is

included as **Exhibit F-1** and the Improvement Area #1 Assessment Roll by legal description is identified as **Exhibit F-2**. Improvement Area #2 Assessment Roll is included as **Exhibit G-1**.

SECTION I: DEFINITIONS

“Actual Costs” mean, with respect to Authorized Improvements, the actual costs of constructing or acquiring such Authorized Improvements, paid or incurred by or on behalf of the Developer, (either directly or through affiliates), including: (1) the costs for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) the costs for all labor, bonds, and materials, including equipment and fixtures, owing to contractors, builders, and materialmen engaged in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, and architectural, engineering, consulting, and other governmental fees and charges; and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Developer.

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

“Additional Interest Rate” means the up to 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

“Administrator” means the City or independent firm designated by the City who shall have the responsibilities provided in this Service and Assessment Plan, any Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

“Annual Collection Costs” mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this Service and Assessment Plan, the PID Act, and any Indenture, with respect to the PID Bonds, including the City’s continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection

Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

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

“Apportioned Property” means any Parcel within the District against which the costs of the Authorized Improvements are apportioned based on special conferred benefit and against which an Assessment is anticipated to be levied, but not yet levied.

“Apportionment of Costs” means an amount allocated by this Service and Assessment Plan to a Parcel within the District for future Authorized Improvement costs, other than Non-Benefited Property, subject to a future levy of Assessments by the City and subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

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

“Assessment” means an assessment levied against Assessed Property, other than Non-Benefited Property, to pay the costs of certain Authorized Improvements as specified herein, which Assessment is imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Assessed Property or reduction according to the provisions herein and in the PID Act.

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

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

“Assessment Roll” means any assessment roll for the Assessed Property, including the Improvement Area #1 Assessment Roll and Improvement Area #2 Assessment Roll, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including in any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this Service and Assessment Plan as **Exhibit F-1** and the Improvement Area #2 Assessment Roll by legal description is identified as **Exhibit F-2**. The

Improvement Area #2 Assessment Roll is included in this Service and Assessment Plan as **Exhibit G-1**.

“Authorized Improvements” means the costs and improvements authorized by Section 372.003 of the PID Act, including the Improvement Area #1 Authorized Improvements and the Improvement Area #2 Authorized Improvements, and described in **Section III** and depicted on **Exhibit H-1** and **Exhibit H-2**, respectively.

“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, capitalized interest, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense incurred by the City directly associated with the issuance of any series of PID Bonds.

“City” means the City of Eagle Pass, Texas.

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

“City Increment” means seventy-five percent (75%) of the City’s ad valorem real property taxes collected and received by the City on the new taxable value generated within TIRZ No. 1, as further described in the TIRZ No. 1 Final Project Plan.

“County” means Maverick County, Texas.

“County Increment” means seventy-five percent (75%) of the County’s ad valorem real property taxes collected and received by the County on the new taxable value generated within TIRZ No. 1, as further described in the TIRZ No. 1 Final Project Plan.

“Delinquent Collection Costs” mean 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 Empire Industrial Park, LLC, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

“Development Agreement” means that certain development agreement entered into by the City and the Developer on June 4, 2024.

“District” means the Eagle Pass Public Improvement District No. 1 containing approximately 460.95 acres located within the corporate limits of the City, and more specifically described in **Exhibit L-1** and depicted on **Exhibit A-1**.

“District Formation Costs” means the costs associated with forming the District, including, but not limited to, attorney fees, consulting fees, professional service fees, and any other cost or expense incurred by the City directly associated with the establishment of the District.

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

“Estimated Buildout Value” means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Developer and confirmed by the City Council, by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E**.

“Improvement Area #1” means approximately 188.26 acres located within the District, as more specifically described in **Exhibit L-2** and depicted on **Exhibit A-2**.

“Improvement Area #1 Annual Installment” means the Annual Installment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #1; and (4) Additional Interest related to the Improvement Area #1 Bonds, as shown on **Exhibit F-3**, which amount may be reduced by the TIRZ No. 1 Improvement Area #1 Annual Credit Amount.

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

“Improvement Area #1 Assessment” means an Assessment levied against Improvement Area #1 Assessed Property to pay for the Improvement Area #1 Authorized Improvements, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

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

Assessment Roll is included in this Service and Assessment Plan as **Exhibit F-1** and the Improvement Area #1 Assessment Roll by legal description is identified as **Exhibit F-2**.

“Improvement Area #1 Authorized Improvements” means collectively, (1) the Improvement Area #1 Projects; (2) the deposit to the administrative fund related to the Improvement Area #1 Bonds; and (3) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #1 Bonds.

“Improvement Area #1 Bonds” means those certain “City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project)” that are secured by Improvement Area #1 Assessments.

“Improvement Area #1 Improvements” means the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property, as further described in **Section III.C** and depicted on **Exhibit H-1**.

“Improvement Area #1 Initial Parcel” means all of the Improvement Area #1 Assessed Property against which the entire Improvement Area #1 Assessment is to be levied, as shown on **Exhibit F-1**.

“Improvement Area #1 Maximum Assessment” means, for each Lot in Improvement Area #1, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) for each Lot Type in Improvement Area #1, the amount shown on **Exhibit E**.

“Improvement Area #1 Projects” means collectively, (1) the Improvement Area #1 Improvements; (2) the pro rata portion of the Zone A Improvements allocable to Improvement Area #1 Assessed Property; and (3) the pro rata portion of the Shared Improvements allocable to Improvement Area #1 Assessed Property.

“Improvement Area #2” means approximately 37.81 acres located within the District, more specifically described in **Exhibit L-3** and depicted on **Exhibit A-3**.

“Improvement Area #2 Annual Installment” means the Annual Installment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #2; and (4) Additional Interest related to the Improvement Area #2 Bonds, as shown on **Exhibit G-2**, which amount may be reduced by the TIRZ No. 1 Improvement Area #2 Annual Credit Amount.

“Improvement Area #2 Assessed Property” means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

“Improvement Area #2 Assessment” means an Assessment levied against Improvement Area #2 Assessed Property to pay for the Improvement Area #2 Authorized Improvements, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

“Improvement Area #2 Assessment Roll” means the Assessment Roll for the Improvement Area #2 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #2 Assessment Roll is included in this Service and Assessment Plan as **Exhibit G-1**.

“Improvement Area #2 Authorized Improvements” means collectively, (1) the Improvement Area #2 Improvements; (2) the deposit to the administrative fund related to the Improvement Area #2 Bonds; and (3) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #2 Bonds.

“Improvement Area #2 Bonds” means those certain “City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project)” that are secured by Improvement Area #2 Assessments.

“Improvement Area #2 Improvements” means the Authorized Improvements which only benefit the Improvement Area #2 Assessed Property, as further described in **Section III.D** and depicted on **Exhibit H-2**.

“Improvement Area #2 Maximum Assessment” means, for each Lot in Improvement Area #2, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.B**, or (2) for each Lot Type in Improvement Area #2, the amount shown on **Exhibit E**.

“Improvement Area #3” means approximately 62.64 acres located within the District, more specifically described in **Exhibit L-4** and depicted on **Exhibit A-4**, to be developed as one or more future improvement areas.

“Improvement Area #3 Apportioned Property” means any Parcel within Improvement Area #3, other than Non-Benefited Property, against which a portion of the Actual Costs of the Zone A Improvements are Apportioned based on a special conferred benefit, and against which an Assessment is expected to be levied, but not yet levied.

“Improvement Area #3 Apportionment of Costs” means an Apportionment of Costs against a Parcel within Improvement Area #3 for the Improvement Area #3 Projects, as shown on **Exhibit**

B-2, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #3 Projects” means the pro rata portion of the Zone A Improvements allocable to the Improvement Area #3 Apportioned Property based on acreage.

“Improvement Area #4” means approximately 172.24 acres located within the District, more specifically described in **Exhibit L-5** and depicted on **Exhibit A-5**, to be developed as one or more future improvement areas.

“Improvement Area #4 Apportioned Property” means any Parcel within Improvement Area #4, other than Non-Benefited Property, against which a portion of the Actual Costs of the Zone A Improvements and a portion of the Actual costs of the Shared Improvements are Apportioned based on special conferred benefit, and against which an Assessment is expected to be levied, but not yet levied.

“Improvement Area #4 Apportionment of Costs” means an Apportionment of Costs against a Parcel within Improvement Area #4 for the Improvement Area #4 Projects, as shown on **Exhibit B-2**, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #4 Projects” means collectively, (1) the pro rata portion of the Zone A Improvements allocable to Improvement Area #4 Apportioned Property based on acreage; and (2) the pro rata portion of the Shared Improvements allocable to Improvement Area #4 Apportioned Property based on acreage.

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

“Lot” means (1) for any portion of the District for which a final subdivision plat has been recorded in the Plat or official public records of the County, a tract of land described by “lot” in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Plat or official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A “lot” shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. acreage, lot size, Estimated Buildout Value, building square footage, etc.), as determined by the Administrator and confirmed by the City Council. Lot Type shall be further defined as provided

by the Developer, and confirmed by the City Council, as shown on **Exhibit E**, and the anticipated Lot Type classification map is identified on **Exhibit A-7** and **Exhibit A-8**.

“Lot Type Industrial” means a Lot Type within Improvement Area #1 marketed as an industrial Lot, and which allocation is calculated based on Estimated Buildout Value and is billed based on acreage at the time a site plan is filed with the City. The buyer disclosure for Lot Type Industrial is attached as **Appendix B**.

“Lot Type Commercial Block 1 – Lot 1” means a Lot Type within Improvement Area #2 generally marketed as a commercial Lot, and which allocation is calculated based on Estimated Buildout Value and is billed based on building square footage at the time a site plan is filed with the City. The buyer disclosure for Lot Type Commercial Block 1 – Lot 1 is attached as **Appendix B**.

“Lot Type Commercial Block 2 – Lot 1” means a Lot Type within Improvement Area #2 generally marketed as a commercial Lot, and which allocation is calculated based on Estimated Buildout Value and is billed based on building square footage at the time a site plan is filed with the City. The buyer disclosure for Lot Type Commercial Block 2 – Lot 1 is attached as **Appendix B**.

“Lot Type Commercial Block 2 – Lot 2” means a Lot Type within Improvement Area #2 generally marketed as a commercial Lot, and which allocation is calculated based on Estimated Buildout Value and is billed based on building square footage at the time a site plan is filed with the City. The buyer disclosure for Lot Type Commercial Block 2 – Lot 2 is attached as **Appendix B**.

“Lot Type Commercial Block 2 – Lot 3” means a Lot Type within Improvement Area #2 generally marketed as a commercial Lot, and which allocation is calculated based on Estimated Buildout Value and is billed based on building square footage at the time a site plan is filed with the City. The buyer disclosure for Lot Type Commercial Block 2 – Lot 3 is attached as **Appendix B**.

“Lot Type Commercial Block 2 – Lot 4” means a Lot Type within Improvement Area #2 generally marketed as a commercial Lot, and which allocation is calculated based on Estimated Buildout Value and is billed based on building square footage at the time a site plan is filed with the City. The buyer disclosure for Lot Type Commercial Block 2 – Lot 4 is attached as **Appendix B**.

“Lot Type Commercial Block 2 – Lot 5” means a Lot Type within Improvement Area #2 generally marketed as a commercial Lot, and which allocation is calculated based on Estimated Buildout Value and is billed based on building square footage at the time a site plan is filed with the City. The buyer disclosure for Lot Type Commercial Block 2 – Lot 5 is attached as **Appendix B**.

“Lot Type Commercial Block 2 – Lot 6” means a Lot Type within Improvement Area #2 generally marketed as a commercial Lot, and which allocation is calculated based on Estimated Buildout

Value and is billed based on building square footage at the time a site plan is filed with the City. The buyer disclosure for Lot Type Commercial Block 2 – Lot 6 is attached as **Appendix B**.

“Lot Type Commercial Block 2 – Lot 7” means a Lot Type within Improvement Area #2 generally marketed as a commercial Lot, and which allocation is calculated based on Estimated Buildout Value and is billed based on building square footage at the time a site plan is filed with the City. The buyer disclosure for Lot Type Commercial Block 2 – Lot 7 is attached as **Appendix B**.

“Maximum Assessment” means, for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A** and **Section VI.B**, or (2) for each Lot Type, the amount shown on **Exhibit E**.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

“Notice of Assessment Termination” means a document that shall be recorded in the official public records of the County evidencing the termination of an Assessment, a form of which is attached as **Exhibit J**.

“Parcel” or “Parcels” means a specific property within the District identified by either a tax parcel identification number assigned by the Maverick County Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

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

“PID Bonds” means any bonds issued by the City in one or more series and secured in whole or in part by Assessments.

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

“Private Improvements” means improvements required to be constructed, or caused to be constructed, by the Developer to deliver final Lot completion and that are not Authorized Improvements. The costs of Private Improvements will not be paid nor reimbursed through the

proceeds of PID Bonds or otherwise from revenues received from the collection of Annual Installments.

“Service and Assessment Plan” means this Eagle Pass Public Improvement District No. 1 Service and Assessment Plan as updated, amended, or supplemented from time to time.

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

“Shared Improvements” means those Authorized Improvements that confer a special benefit to a portion of the Assessed Property within the first construction phase of the District, including Improvement Area #1 and Improvement Area #4, as further described in **Section III.B** and depicted on **Exhibit H-4**, and as allocated to Improvement Area #1 Assessed Property and Improvement Area #4 Apportioned Property, as further shown on **Exhibit B-2**.

“TIRZ No. 1” means the Reinvestment Zone Number One, City of Eagle Pass, Texas.

“TIRZ No. 1 Agreement” means one or more agreement to be entered into by the City, the County, and the Developer.

“TIRZ No. 1 Improvement Area #1 City Annual Credit Amount” means that portion of the City Increment from property in Improvement Area #1 of TIRZ No. 1 and used as a credit against the Improvement Area #1 Assessments collected from Lots in Improvement Area #1. The TIRZ No. 1 Improvement Area #1 City Annual Credit Amount shall equal the City’s pro rata portion of the TIRZ No. 1 Improvement Area #1 Maximum Annual Credit Amount.

“TIRZ No. 1 Improvement Area #2 City Annual Credit Amount” means that portion of the City Increment from property in Improvement Area #2 of TIRZ No. 1 and used as a credit against the Improvement Area #2 Assessments collected from Lots in Improvement Area #2. The TIRZ No. 1 Improvement Area #2 City Annual Credit Amount shall equal the City’s pro rata portion of the TIRZ No. 1 Improvement Area #2 Maximum Annual Credit Amount.

“TIRZ No. 1 Improvement Area #1 County Annual Credit Amount” means that portion of the County Increment from property in Improvement Area #1 of TIRZ No. 1 and used as a credit against the Improvement Area #1 Assessments collected from Lots in Improvement Area #1. The TIRZ No. 1 Improvement Area #1 County Annual Credit Amount shall equal the County’s pro rata portion of the TIRZ No. 1 Improvement Area #1 Maximum Annual Credit Amount.

“TIRZ No. 1 Improvement Area #2 County Annual Credit Amount” means that portion of the County Increment from property in Improvement Area #2 of TIRZ No. 1 and used as a credit against the Improvement Area #2 Assessments collected from Lots in Improvement Area #2. The

TIRZ No. 1 Improvement Area #2 County Annual Credit Amount shall equal the County's pro rata portion of the TIRZ No. 1 Improvement Area #2 Maximum Annual Credit Amount.

"TIRZ No. 1 Improvement Area #1 Annual Credit Amount" means the amount that shall not annually exceed the TIRZ No. 1 Improvement Area #1 Maximum Annual Credit Amount, inclusive of the TIRZ No. 1 City Annual Credit Amount and the TIRZ No. 1 County Annual Credit Amount applicable to Improvement Area #1, and which shall be transferred from the TIRZ No. 1 Fund as TIRZ No. 1 Revenues are collected to the applicable pledged revenue fund pursuant to the TIRZ No. 1 Agreement but which shall not be pledged to secure the PID Bonds and is further described in **Section V.F.**

"TIRZ No. 1 Improvement Area #2 Annual Credit Amount" means the amount that shall not annually exceed the TIRZ No. 1 Improvement Area #2 Maximum Annual Credit Amount, inclusive of the TIRZ No. 1 City Annual Credit Amount and the TIRZ No. 1 County Annual Credit Amount applicable to Improvement Area #2, and which shall be transferred from the TIRZ No. 1 Fund as TIRZ No. 1 Revenues are collected to the applicable pledged revenue fund pursuant to the TIRZ No. 1 Agreement but which shall not be pledged to secure the PID Bonds and is further described in **Section V.F.**

"TIRZ No. 1 Fund" means the tax increment fund created pursuant to the TIRZ No. 1 Ordinance where TIRZ No. 1 Revenues are deposited annually as collected by the City and the County.

"TIRZ No. 1 Improvement Area #1 Maximum Annual Credit Amount" means for each Lot Type in Improvement Area #1, the amount of TIRZ No. 1 Revenues that results in an equivalent tax rate of \$0.367 per \$100 of Estimated Buildout Value for such Lot Type. The TIRZ No. 1 Improvement Area #1 Maximum Annual Credit Amount shall be calculated to ensure a pro rata distribution of the TIRZ No. 1 Improvement Area #1 City Credit Amount and the TIRZ No. 1 Improvement Area #1 County Credit Amount, as shown on **Exhibit I**, taking into consideration, as applicable, the tax rates of the City and the County and the equivalent tax rate of the Improvement Area #1 Annual Installment based on Estimated Buildout Value at the time the City Council approves the applicable Assessment Ordinance levying the Improvement Area #1 Assessment and is further described in **Section V.F.** The Estimated Buildout Values per projected Lot Type are shown on **Exhibit E**.

"TIRZ No. 1 Improvement Area #2 Maximum Annual Credit Amount" means for each Lot Type in Improvement Area #2, the amount of TIRZ No. Revenues that results in an equivalent tax rate of \$0.655 per \$100 of Estimated Buildout Value for such Lot Type. The TIRZ No. 1 Improvement Area #2 Maximum Annual Credit Amount shall be calculated to ensure a pro rata distribution of the TIRZ No. 1 Improvement Area #2 City Credit Amount and the TIRZ No. 1 Improvement Area #2 County Credit Amount, as shown on **Exhibit I**, taking into consideration, as applicable, the tax

rates of the City and the County and the equivalent tax rate of the Improvement Area #2 Annual Installment based on Estimated Buildout Value at the time the City Council approves the applicable Assessment Ordinance levying the Improvement Area #2 Assessment and is further described in **Section V.F**. The Estimated Buildout Values per projected Lot Type are shown on **Exhibit E**.

"TIRZ No. 1 Ordinance" means Ordinance No. [REDACTED] adopted by the City Council approving the TIRZ No. 1 Final Project Plan and authorizing the use of TIRZ No. 1 Revenues for project costs under the Chapter 311, Texas Tax Code as amended, and related to certain public improvements as provided for in the TIRZ No. 1 Final Project Plan.

"TIRZ No. 1 Final Project Plan" means the Reinvestment Zone Number One, City of Eagle Pass, Texas Final Project and Financing Plan, dated [REDACTED].

"TIRZ No. 1 Reimbursement Agreement" means that certain reimbursement agreement entered into by the City and the Developer on [REDACTED], 2025.

"TIRZ No. 1 Revenues" mean, for each year, the amounts which are deposited in the TIRZ No. 1 Fund pursuant to the TIRZ No. 1 Ordinance, TIRZ No. 1 Final Project Plan, and TIRZ No. 1 Agreement.

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

"TXDOT Improvements" means those improvements to be constructed by the Texas Department of Transportation in compliance with the anticipated future interlocal agreement between the City and TXDOT.

"Zone A" means approximately 423.13 acres located within the District, comprised of Improvement Area #1, Improvement Area #3, and Improvement Area #4. Zone A includes all of the District save and except Improvement Area #2.

"Zone A Improvements" means those Authorized Improvements that confer a special benefit to the Improvement Area #1 Assessed Property, Improvement Area #3 Apportioned Property, and Improvement Area #4 Apportioned Property, as further described in **Section III** and depicted on **Exhibit H-3**, and as allocated to Improvement Area #1 Assessed Property, Improvement Area #3 Apportioned Property, and Improvement Area #4 Apportioned Property, as further shown on **Exhibit B-2**.

SECTION II: THE DISTRICT

The District includes approximately 460.95 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit L-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include industrial and commercial property.

Improvement Area #1 includes approximately 188.26 contiguous acres, the boundaries of which are more particularly described on **Exhibit L-2** and depicted on **Exhibit A-2**. Development of Improvement Area #1 is anticipated to include approximately 188.26 acres of industrial property.

Improvement Area #2 includes approximately 37.81 contiguous acres, the boundaries of which are more particularly described on **Exhibit L-3** and depicted on **Exhibit A-3**. Development of Improvement Area #2 is anticipated to include approximately 252,876 building square feet of commercial property.

Improvement Area #3 includes approximately 62.64 contiguous acres, the boundaries of which are more particularly described on **Exhibit L-4** and depicted on **Exhibit A-4**. Development of Improvement Area #3 is anticipated to include approximately 62.64 acres of industrial property.

Improvement Area #4 includes approximately 172.24 contiguous acres, the boundaries of which are more particularly described on **Exhibit L-5** and depicted on **Exhibit A-5**. Development of Improvement Area #4 is anticipated to include approximately 172.24 acres of industrial property.

SECTION III: AUTHORIZED IMPROVEMENTS

Based on information in the Engineer's Report provided by the Developer, their engineer(s) and reviewed by the City staff and by third-party consultants retained by the City, the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property and Apportioned Property. Authorized Improvements will be designed and constructed in accordance with the City's and TxDOT's standards, regulations, requirements, and specifications and will be owned and operated by the City or by a third party pursuant to a qualified management contract. The budget for the Authorized Improvements is shown on **Exhibit B-1**.

A. Zone A Improvements

▪ Roadways

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicap accessible ramps, and streetlights. All related earthwork, excavation, erosion control, intersections, signage, lighting and re-vegetation of all

disturbed areas within the right-of-way are included. The roadway improvements will provide benefit to each Lot within Zone A.

- *TXDOT Improvements*

Improvements include concrete pavement, concrete curb and gutter related earthwork, traffic control, street signage, street lighting, and pavement striping as required by TXDOT. The TXDOT improvements will provide benefit to each Lot within Zone A. *[Developer to confirm].*

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to all Lots within Zone A.

- *Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Zone A.

- *Soft Costs*

Costs related to designing, constructing, and installing the Zone A Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, and consultant fees.

B. Shared Improvements

- *Roadways*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicap accessible ramps, and streetlights. All related earthwork, excavation, erosion control, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The roadway improvements will provide benefit to each Lot within Improvement Area #1 and Improvement Area #4.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion

control, and all necessary appurtenances required to provide water service to all Lots within Improvement Area #1 and Improvement Area #4.

- *Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #1 and Improvement Area #4.

- *Soft Costs*

Costs related to designing, constructing, and installing the Shared Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, and consultant fees.

C. Improvement Area #1 Improvements

- *Roadways*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicap accessible ramps, and streetlights. All related earthwork, excavation, erosion control, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The roadway improvements will provide benefit to each Lot within Improvement Area #1.

- *Storm Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #1.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #1 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, and consultant fees.

D. Improvement Area #2 Improvements

▪ *Roadways*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicap accessible ramps, and streetlights. All related earthwork, excavation, erosion control, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The roadway improvements will provide benefit to each Lot within Improvement Area #2.

▪ *TXDOT Improvements*

Improvements include concrete pavement, concrete curb and gutter related earthwork, traffic control, street signage, street lighting, and pavement striping as required by TXDOT. The TXDOT improvements will provide benefit to each Lot within Improvement Area #2. *[Developer to confirm]*.

▪ *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to all Lots within Improvement Area #2.

▪ *Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #2.

▪ *Storm Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #2.

▪ *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #2 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, and consultant fees.

E. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*

Equals the amount required to be deposited for the purpose of paying capitalized interest on a series of PID Bonds under an applicable Indenture in connection with the issuance of such PID Bonds.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds, including the fee of counsel to the Underwriter.

- *Cost of Issuance*

Includes costs of issuing a particular series of PID Bonds, including but not limited to issuer fees, attorney's fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City's costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

F. Other Costs

- *Deposit to Administrative Fund*

Equals the amount necessary to fund the first year's Annual Collection Costs for a particular series of PID Bonds.

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 is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the initial Service Plan for Improvement Area #1. Per the PID Act and 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 disclosure for the District. The buyer disclosures are attached hereto as **Appendix B**.

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements and Private Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update to reflect any budget revisions and Actual Costs.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property and Apportioned 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 City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the City Council may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City 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 and Apportioned Property within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

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

A. Assessment Methodology

Acting in its legislative capacity and based on information provided by the Developer and their engineer(s) and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the costs of the Authorized Improvements shall be allocated as follows:

- The costs of the Zone A Improvements, for the avoidance of doubt, the Authorized Improvements identified on **Exhibit B-1**, shall be allocated to Improvement Area #1, Improvement Area #3, and Improvement Area #4 based upon acreage to the total acreage of Zone A at the time this Service and Assessment Plan was approved. Improvement Area

#1 is allocated 44.49% of the Zone A Improvements costs, Improvement Area #3 is allocated 14.80% of the Zone A Improvements costs, and Improvement Area #4 is allocated 40.71% of the Zone A Improvements costs. See **Exhibit B-2** for the allocation of Zone A Improvements and the Apportionment of Costs of the Zone A Improvements.

- The costs of the Shared Improvements, for the avoidance of doubt, the Authorized Improvements identified on **Exhibit B-1**, shall be allocated to Improvement Area #1 and Improvement Area #4 based upon acreage to the total acreage of Improvement Area #1 and Improvement Area #4 at the time this Service and Assessment Plan was approved. Improvement Area #1 is allocated 52.22% of the Shared Improvements costs, and Improvement Area #4 is allocated 47.78% of the Shared Improvements costs. See **Exhibit B-2** for the allocation of the Shared Improvements and the Apportionment of Costs of the Shared Improvements.
- The costs of the Improvement Area #1 Authorized Improvements shall be allocated to each Parcel within Improvement Area #1 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property. Currently, the Improvement Area #1 Initial Parcel is the only Parcel within Improvement Area #1, and as such, the Improvement Area #1 Initial Parcel is allocated 100% of the Improvement Area #1 Authorized Improvements.
- The costs of the Improvement Area #2 Authorized Improvements shall be allocated to each Parcel within Improvement Area #2 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #2 Assessed Property to the Estimated Buildout Value of all Improvement Area #2 Assessed Property.

B. Assessments

The Improvement Area #1 Assessment will be levied on the Improvement Area #1 Initial Parcel in the amount shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit F-3**. Upon division or subdivision of the Improvement Area #1 Initial Parcel, the Improvement Area #1 Assessment will be reallocated pursuant to **Section VI**.

The Improvement Area #2 Assessment will be levied on the Improvement Area #2 Assessed Property in the amount shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit G-1**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit G-2**. Upon further division or subdivision of Improvement Area #2, the Improvement Area #2 Assessment will be reallocated pursuant to **Section VI**.

The Improvement Area #1 Maximum Assessment for each current Lot Type is shown on **Exhibit E**. In no case will the Improvement Area #1 Assessment for Lots classified as Lot Type Industrial exceed the corresponding Improvement Area #1 Maximum Assessment for each Lot Type classification.

The Improvement Area #2 Maximum Assessment for each current Lot Type is shown on **Exhibit E**. In no case will the Improvement Area #2 Assessment for Lots classified as Lot Type Commercial Block 1 – Lot 1, Lot Type Commercial Block 2 – Lot 1, Lot Type Commercial Block 2 – Lot 2, Lot Type Commercial Block 2 – Lot 3, Lot Type Commercial Block 2 – Lot 4, Lot Type Commercial Block 2 – Lot 5, Lot Type Commercial Block 2 – Lot 6, or Lot Type Commercial Block 2 – Lot 7, respectively, exceed the corresponding Improvement Area #2 Maximum Assessment for each Lot Type classification.

C. Findings of Special Benefit

Acting in its legislative capacity and based on information provided by the Developer and their engineer(s) and reviewed by the City staff and by third-party consultants retained by the City, the City Council has found and determined the following:

- *Improvement Area #1*
 - The costs of the Improvement Area #1 Authorized Improvements equal \$11,880,147 as shown on **Exhibit B-1**;
 - The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Authorized Improvements equal to or greater than the Actual Cost of the Improvement Area #1 Authorized Improvements;
 - The Improvement Area #1 Initial Parcel will be allocated 100% of the Improvement Area #1 Assessment to be levied for the Improvement Area #1 Authorized Improvements, which equals \$11,880,000 as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F-1**;
 - The special benefit ($\geq$ \$11,880,147) received by the Improvement Area #1 Initial Parcel from the Improvement Area #1 Authorized Improvements is equal to or greater than the amount of the Improvement Area #1 Assessment (\$11,880,000) levied on the Improvement Area #1 Initial Parcel for the Improvement Area #1 Authorized Improvements;
 - At the time the City Council approves this Service and Assessment Plan, the Developer shall own 100% of the Improvement Area #1 Initial Parcel. The Developer will acknowledge that the Improvement Area #1 Authorized

Improvements confer a special benefit on the Improvement Area #1 Initial Parcel and consents to the imposition of the Improvement Area #1 Assessment to pay for the Actual Costs associated therewith. The Developer shall ratify, confirm, accept, agree to, and approve: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) the Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Initial Parcel.

▪ *Improvement Area #2*

- The costs of the Improvement Area #2 Authorized Improvements equal \$3,850,912 as shown on **Exhibit B-1**;
- The Improvement Area #2 Assessed Property receives special benefit from the Improvement Area #2 Authorized Improvements equal to or greater than the Actual Cost of the Improvement Area #2 Authorized Improvements;
- The Improvement Area #2 Assessed Property will be allocated 100% of the Improvement Area #2 Assessment to be levied for the Improvement Area #2 Authorized Improvements, which equals \$2,813,000, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit G-1**;
- The special benefit ($\geq \$3,850,912$) received by the Improvement Area #2 Assessed Property from the Improvement Area #2 Authorized Improvements is equal to or greater than the amount of the Improvement Area #2 Assessment (\$2,813,000) levied on the Improvement Area #2 Assessed Property for the Improvement Area #2 Authorized Improvements;
- At the time the City Council approves this Service and Assessment Plan, the Developer shall own 100% of the Improvement Area #2 Assessed Property. The Developer will acknowledge that the Improvement Area #2 Authorized Improvements confer a special benefit on the Improvement Area #2 Assessed Property and consents to the imposition of the Improvement Area #2 Assessment to pay for the Actual Costs associated therewith. The Developer shall ratify, confirm, accept, agree to, and approve: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) the Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area #2 Assessment on the Improvement Area #2 Assessed Property.

- *Improvement Area #3*

- The costs of the Improvement Area #3 Projects equal \$1,434,949 as shown on **Exhibit B-1**; and
- Improvement Area #3 Apportioned Property receives special benefit from the Improvement Area #3 Projects equal to or greater than the Actual Cost of the Improvement Area #3 Projects apportioned to the Improvement Area #3 Apportioned Property; and
- The Improvement Area #3 Apportioned Property will be apportioned 100% of the Improvement Area #3 Projects, which equals \$1,434,949 as shown on **Exhibit B-1**, of which all or a portion is anticipated to be levied at a later date; and
- It is anticipated, at the time the City Council approved this Service and Assessment Plan, the Developer owned 100% of Improvement Area #3. The Developer acknowledged that the Zone A Improvements confer a special benefit on Improvement Area #3 and consented to the apportionment of the Improvement Area #3 portion of costs in anticipation of a future levy of Assessments by the City Council to pay for all or a portion of the Improvement Area #3 portion of costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein; (2) this Service and Assessment Plan; and (3) the Apportionment of costs on the Improvement Area #3 Apportioned Property.

- *Improvement Area #4*

- The costs of the Improvement Area #4 Projects equal \$4,935,987 as shown on **Exhibit B-1**; and
- Improvement Area #4 receives special benefit from the Improvement Area #4 Projects equal to or greater than the Actual Cost of the Improvement Area #4 Projects apportioned to the Improvement Area #4 Apportioned Property; and
- The Improvement Area #4 Apportioned Property will be apportioned 100% of the Improvement Area #4 Projects, which equals \$4,935,987 as shown on **Exhibit B-1**, of which all or a portion is anticipated to be levied at a later date; and
- It is anticipated, at the time the City Council approved this Service and Assessment Plan, the Developer owned 100% of Improvement Area #4. The Developer acknowledged that the Zone A Improvements and the Shared Improvements confer a special benefit on Improvement Area #4 and consented to the

apportionment of the Improvement Area #4 portion of costs in anticipation of a future levy of Assessments by the City Council to pay for all or a portion of the Improvement Area #4 portion of costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein; (2) this Service and Assessment Plan; and (3) the Apportionment of costs on the Improvement Area #4 Apportioned Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for annually by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments securing each respective series of PID Bonds may exceed the interest rate on each respective series of PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

F. TIRZ No. 1 Annual Credit Amount

The City Council, in accordance with the TIRZ No. 1 Agreement, has agreed to use a portion of TIRZ No. 1 Revenues generated from each Assessed Property to offset a portion of the principal and interest of such property's Improvement Area #1 Annual Installment or Improvement Area #2 Annual Installment, as applicable.

1. The principal and interest portion of the Improvement Area #1 Annual Installment for an Assessed Property shall receive a TIRZ No. 1 Improvement Area #1 Annual Credit Amount on a parcel-by-parcel basis equal to the TIRZ No. 1 Revenue generated and only as collected by the Assessed Property for the previous Tax Year (e.g. TIRZ No. 1 Revenue collected from the Assessed Property for Tax Year 2025 shall be applied as the TIRZ No. 1 Improvement Area #1 Annual Credit Amount applicable to the Assessed Property's Improvement Area #1 Annual Installment to be collected in Tax Year 2026), but in no event shall the TIRZ No. 1 Improvement Area #1 Annual Credit Amount exceed the TIRZ No. 1 Improvement Area #1 Maximum Annual Credit Amount shown on **Exhibit I** for each Assessed Property.

The principal and interest portion of the Improvement Area #2 Annual Installment for an Assessed Property shall receive a TIRZ No. 1 Improvement Area #2 Annual Credit Amount on a parcel-by-parcel basis equal to the TIRZ No. 1 Revenue generated and only as collected by the Assessed Property for the previous Tax Year (e.g. TIRZ No. 1 Revenue collected from the Assessed Property for Tax Year 2025 shall be applied as the TIRZ No. 1 Improvement Area #2 Annual Credit Amount applicable to the Assessed Property's Improvement Area #2 Annual Installment to be collected in Tax Year 2026), but in no event shall the TIRZ No. 1 Improvement Area #2 Annual Credit Amount exceed the TIRZ No. 1 Improvement Area #2 Maximum Annual Credit Amount shown on **Exhibit I** for each Assessed Property.

2. The TIRZ No. 1 Improvement Area #1 Maximum Annual Credit Amount available to reduce the principal and interest portion of the Improvement Area #1 Annual Installment is calculated for each Lot Type such that there is a pro rata amount of TIRZ No. 1 Improvement Area #1 City Credit Amount and TIRZ No. 1 Improvement Area #1 County Credit Amount. The TIRZ No. 1 Improvement Area #1 Maximum Annual Credit Amount is calculated so that the average Improvement Area #1 Annual Installment minus the TIRZ No. 1 Improvement Area #1 Maximum Annual Credit Amount for each Lot Type does not produce an equivalent tax rate for such Lot Type which exceeds the competitive, composite equivalent ad valorem tax rate (\$1.821601 per \$100 of assessed value) taking into consideration the Tax Year 2024-2025 tax rates of all applicable overlapping taxing units and the equivalent tax rate of the Improvement Area #1 Annual Installments based on assumed buildout values at the time the applicable Assessment Ordinance is approved. The resulting maximum TIRZ No. 1 Improvement Area #1 Annual Credit Amount, consisting of the TIRZ No. 1 Improvement Area #1 City Credit Amount and TIRZ No. 1 Improvement Area #1 County Credit Amount, for each Lot Type within Improvement Area #1 is shown on **Exhibit I**.

The TIRZ No. 1 Improvement Area #2 Maximum Annual Credit Amount available to reduce the principal and interest portion of the Improvement Area #2 Annual Installment is calculated for each Lot Type such that there is a pro rata amount of TIRZ No. 1 Improvement Area #2 City Credit Amount and TIRZ No. 1 Improvement Area #2 County Credit Amount. The TIRZ No. 1 Improvement Area #2 Maximum Annual Credit Amount is calculated so that the average Improvement Area #2 Annual Installment minus the TIRZ No. 1 Improvement Area #2 Maximum Annual Credit Amount for each Lot Type does not produce an equivalent tax rate for such Lot Type which exceeds the competitive, composite equivalent ad valorem tax rate (\$1.821601 per \$100 of assessed value) taking into consideration the Tax Year 2024-2025 tax rates of all applicable overlapping taxing units and the equivalent tax rate of the Improvement Area #2 Annual Installments based on assumed buildout values at the time the applicable Assessment Ordinance is approved. The resulting maximum TIRZ No. 1

Improvement Area #2 Annual Credit Amount, consisting of the TIRZ No. 1 Improvement Area #2 City Credit Amount and TIRZ No. 1 Improvement Area #2 County Credit Amount, for each Lot Type within Improvement Area #2 is shown on **Exhibit I**.

3. After the TIRZ No. 1 Improvement Area #1 Annual Credit Amount is applied to provide a credit towards a portion of the principal and interest portion of the Improvement Area #1 Annual Installment for the Assessed Property, any excess TIRZ No. 1 Revenues available of the TIRZ No. 1 Fund shall be held in a segregated account by the City and shall be used in accordance with the Development Agreement, the TIRZ No. 1 Final Project Plan, and TIRZ No. 1 Reimbursement Agreement.

After the TIRZ No. 1 Improvement Area #2 Annual Credit Amount is applied to provide a credit towards a portion of the principal and interest portion of the Improvement Area #2 Annual Installment for the Assessed Property, any excess TIRZ No. 1 Revenues available of the TIRZ No. 1 Fund shall be held in a segregated account by the City and shall be used in accordance with the Development Agreement, the TIRZ No. 1 Final Project Plan, and the TIRZ No. 1 Reimbursement Agreement.

SECTION VI: TERMS OF THE ASSESSMENTS

Any reallocation of Assessments as described in this Section VI shall be considered an administrative action of the City and will not be subject to the notice or public hearing requirements under the PID Act.

A. Reallocation of Assessments for Improvement Area #1

In general, the sum of the Assessments for all newly subdivided Assessed Properties shall equal the Assessment for the subdivided Assessed Property in Improvement Area #1 prior to subdivision. The Assessment initially applicable to each Assessed Property within the Improvement Area #1 is equal to the Assessment shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. If an Assessed Property within Improvement Area #1 is subsequently platted, subdivided, re-subdivided or re-platted, the Assessment applicable to each resulting new Assessed Property in Improvement Area #1 shall be equal to formula below:

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

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 acreage of the newly divided Assessed Property
 D = the sum of the acreage for all of the newly divided Assessed Properties

In order to prevent over or under-burdening due to acreage changes, the reallocation of an Assessment for an Assessed Property in Improvement Area #1 may not exceed the Improvement Area #1 Maximum Assessment, as measured by acreage, and compliance may require a mandatory Prepayment pursuant to **Section VI.D**. Any reallocation pursuant to this section shall be calculated by the Administrator, and confirmed by the City Council, and reflected in an Annual Service Plan Update approved by the City. The reallocation of any Assessments described herein shall be considered an administrative action and will not require any notice or public hearing, as defined in the PID Act, by the City.

B. Reallocation of Assessments for Improvement Area #2

In general, the sum of the Assessments for all newly subdivided Assessed Properties shall equal the Assessment for the subdivided Assessed Property in Improvement Area #2 prior to subdivision. The Assessment initially applicable to each Assessed Property within the Improvement Area #2 is equal to the Assessment shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit G-1**. If an Assessed Property within Improvement Area #2 is subsequently platted, subdivided, re-subdivided or re-platted, the Assessment applicable to each resulting new Assessed Property in Improvement Area #2 shall be equal to formula below:

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

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 building square footage of the site plan submitted for the Assessed Property
 D = the sum of the building square footage determined or estimated for all of the Assessed Properties

In order to prevent over or under-burdening due to building square footage changes, the reallocation of an Assessment for an Assessed Property in Improvement Area #1 may not exceed the Improvement Area #2 Maximum Assessment, as measured by building square footage, and compliance may require a mandatory Prepayment pursuant to **Section VI.D**. Any reallocation

pursuant to this section shall be calculated by the Administrator, and confirmed by the City Council, and reflected in an Annual Service Plan Update approved by the City. The reallocation of any Assessments described herein shall be considered an administrative action and will not require any notice or public hearing, as defined in the PID Act, by the City.

C. Upon Consolidation

If two or more Assessed Properties are consolidated, the Administrator shall allocate the Assessments against the Assessed Properties before the consolidation to the consolidated Assessed Property, which allocation shall be approved by the City Council in the next Annual Service Plan Update. The Assessment for any resulting Lot will not exceed the Improvement Area #1 Assessment or the Improvement Area #2 Assessment for Lots in Improvement Area #1 or the Improvement Area #2, as applicable, and compliance may require a mandatory prepayment of Assessments pursuant to **Section VI.D.**

D. Mandatory Prepayment of Assessments

If an Assessed Property or a portion thereof is conveyed to a party that is exempt from payment of the Assessment under applicable law, or the owner causes a Lot, Parcel or portion thereof to become Non-Benefited Property, the owner of such Lot, Parcel or portion thereof shall pay to the City, or cause to be paid to the City, the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to any such conveyance or act, and no such conveyance shall be effective until the City receives such payment. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable "Notice of Assessment Termination," a form of which is attached hereto as **Exhibit J.**

E. True-Up of Assessments if Improvement Area #1 Maximum Assessment Exceeded at Plat

Prior to the City approving a final subdivision plat, the City will certify, and the Administrator will confirm, that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Improvement Area #1 Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Improvement Area #1 Maximum Assessment for that Lot Type, then (1) the Assessment applicable to each Lot Type shall each be reduced to the Improvement Area #1 Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City, or cause to be paid to the City, the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the final

plat. The City's approval of a plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such amounts. At no time shall the aggregate Assessments for any Lot exceed the Improvement Area #1 Maximum Assessment.

F. True-Up of Assessments if Improvement Area #2 Maximum Assessment Exceeded at Plat

Upon submission of a preliminary plat and/or site plan by the Developer to the City, the Developer shall provide the City the gross building square footage and use type for land included in the preliminary plat and/or site plan for each Lot anticipated to be created by the preliminary plat and/or site plan considering factors that may impact value. The Administrator will review the preliminary plat and/or site plan to determine if such plat and/or site plan will or will not result in the Improvement Area #2 Assessment per Lot for any Lot Type within the preliminary plat and/or site plan exceeding the Improvement Area #2 Maximum Assessment. If the Administrator determines the preliminary plat and/or site plan results in the Improvement Area #2 Assessment per Lot for any Lot Type exceeding the Improvement Area #2 Maximum Assessment, prior to the City issuing any building permit for any such Lot described in the reviewed preliminary plat or site plan, the Developer will make a Prepayment in an amount sufficient to reduce the Improvement Area #2 Assessment for each Lot within such preliminary plat and/or site plan to the Improvement Area #2 Maximum Assessment. The City's approval of an Annual Service Plan Update, a preliminary plat, or a site plan without payment of such Prepayment amounts does not eliminate the obligation of the Developer to pay such amounts.

G. Reduction of Assessments

If as a result of cost savings or the failure to construct all or a portion of an Authorized Improvement the Actual Costs of any Authorized Improvements are less than the Assessments, then (i) in the event PID Bonds have not been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the City Council 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 that were expended, or (ii) in the event that PID Bonds have been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the Trustee shall apply amounts on deposit in the applicable account of the project fund created under the Indenture relating to such series of PID Bonds that are not expected to be used for the purposes of the project fund as directed by the City pursuant to the terms of such Indenture, and the TIRZ No. 1 Improvement Area #1 Annual Credit Amount and the TIRZ No. 1 Improvement Area #2 Annual Credit Amount will be reduced in the same proportion as the Assessments. Such excess PID Bond proceeds may be used for any purpose authorized by such Indenture. The Assessments shall never be reduced to an amount less than

the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

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

H. Prepayment of Assessments

The owner of any Assessed Property may, at any time, pay all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable "Notice of Assessment Termination."

If an Assessment on an Assessed Property is prepaid in part with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced on said Assessed Property and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

I. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit F-3** shows the estimated Improvement Area #1 Annual Installments and **Exhibit G-2** shows the estimated Improvement Area #2 Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the Parcel not including any Non-

Benefited Property, as shown by the Maverick County Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. To the extent permitted by the PID Act or other applicable law, the City Council may provide for other means of collecting Annual Installments, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture. 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 any of the remaining unpaid Annual Installments as they become due and payable.

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

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments of the Improvement Area #1 Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2026.

Failure of an owner of an Assessed Property to receive an invoice for an Annual Installment shall not relieve said owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

J. Prepayment as a Result of an Eminent Domain Proceeding or Taking

Subject to applicable law, 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 of the Remaining Property will remain liable to pay, pursuant to the terms of this Service and Assessment Plan, as updated, and the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment 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 of the Remaining Property 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 applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City 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 constituting the 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, as applicable, 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 \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Remaining Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the applicable Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Assessment 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, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-1** and the Improvement Area #1 Assessment Roll by legal description is identified as **Exhibit F-2**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel 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 1st of each year following City Council's approval of the calculation. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to

the City Council and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council 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 City Council; 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 City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners of Assessed Property and developers and their successors and assigns.

D. Form of Buyer Disclosure/Filing Requirements

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 as **Appendix B**. Within seven days of approval by the city Council, the City shall file and record in the real property records of the County the executed ordinance of this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service an

Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

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.

EXHIBITS

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

Exhibit A-1	Map of the District
Exhibit A-2	Map of Improvement Area #1
Exhibit A-3	Map of Improvement Area #2
Exhibit A-4	Map of Improvement Area #3
Exhibit A-5	Map of Improvement Area #4
Exhibit A-6	Map of Zone A
Exhibit A-7	Improvement Area #1 Lot Type Classification Map
Exhibit A-8	Improvement Area #2 Lot Type Classification Map
Exhibit B-1	Project Costs
Exhibit B-2	Apportionment of Costs
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F-1	Improvement Area #1 Assessment Roll
Exhibit F-2	Improvement Area #1 Assessment Roll by Legal Description
Exhibit F-3	Improvement Area #1 Annual Installments
Exhibit G-1	Improvement Area #2 Assessment Roll
Exhibit G-2	Improvement Area #2 Annual Installments
Exhibit H-1	Maps of Improvement Area #1 Improvements
Exhibit H-2	Maps of Improvement Area #2 Improvements
Exhibit H-3	Maps of Zone A Improvements
Exhibit H-4	Maps of Shared Improvements
Exhibit I	TIRZ No. 1 Annual Credit Amount by Lot Type
Exhibit J	Form of Notice of Assessment Termination
Exhibit K-1	Debt Service Schedule for Improvement Area #1 Bonds
Exhibit K-2	Debt Service Schedule for Improvement Area #1 Bonds
Exhibit L-1	District Legal Description
Exhibit L-2	Improvement Area #1 Legal Description
Exhibit L-3	Improvement Area #2 Legal Description
Exhibit L-4	Improvement Area #3 Legal Description
Exhibit L-5	Improvement Area #4 Legal Description

APPENDICES

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

Appendix A	Engineer's Report
Appendix B	Buyer Disclosures

EXHIBIT A-1 – MAP OF THE DISTRICT

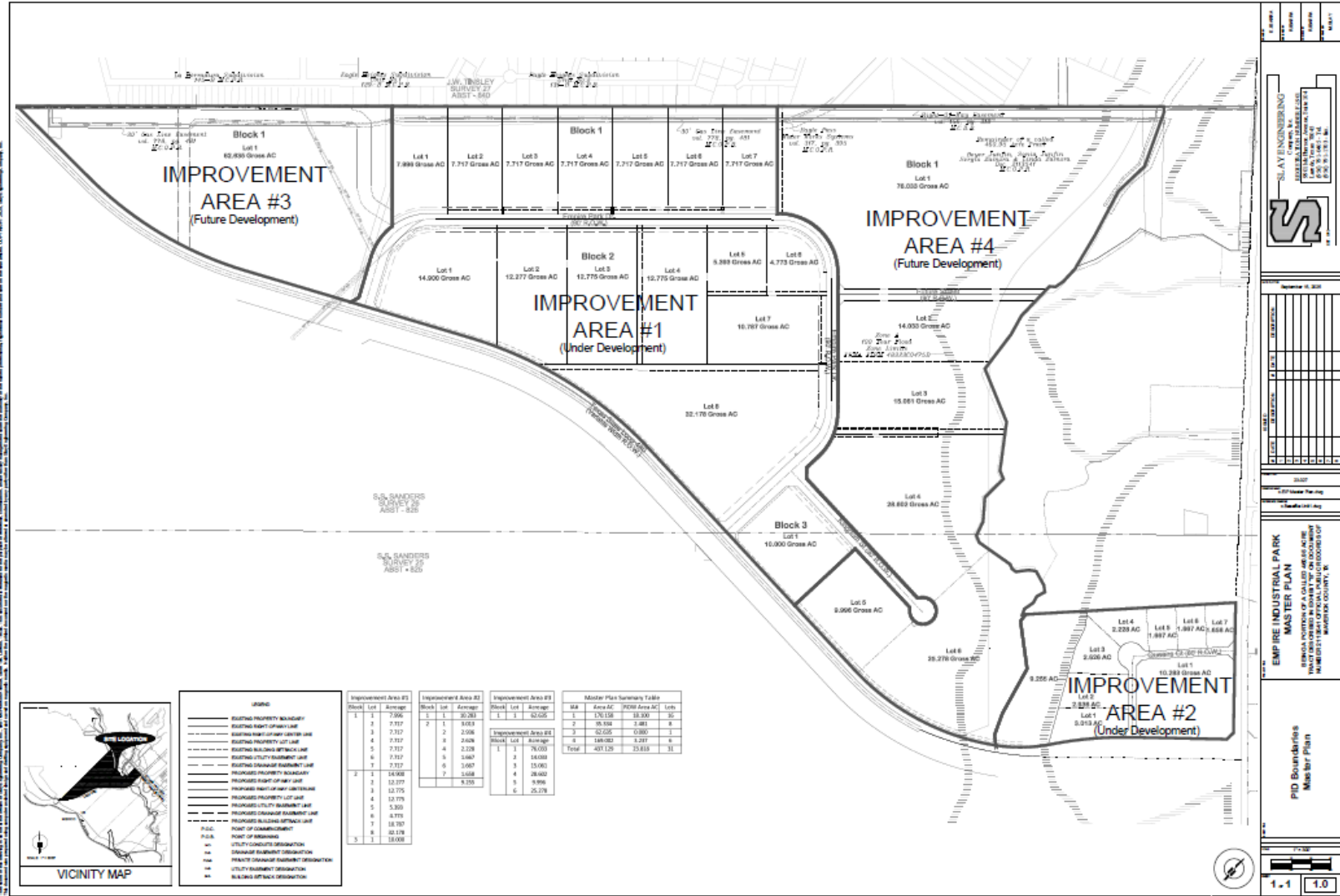


EXHIBIT A-2 – MAP OF IMPROVEMENT AREA #1

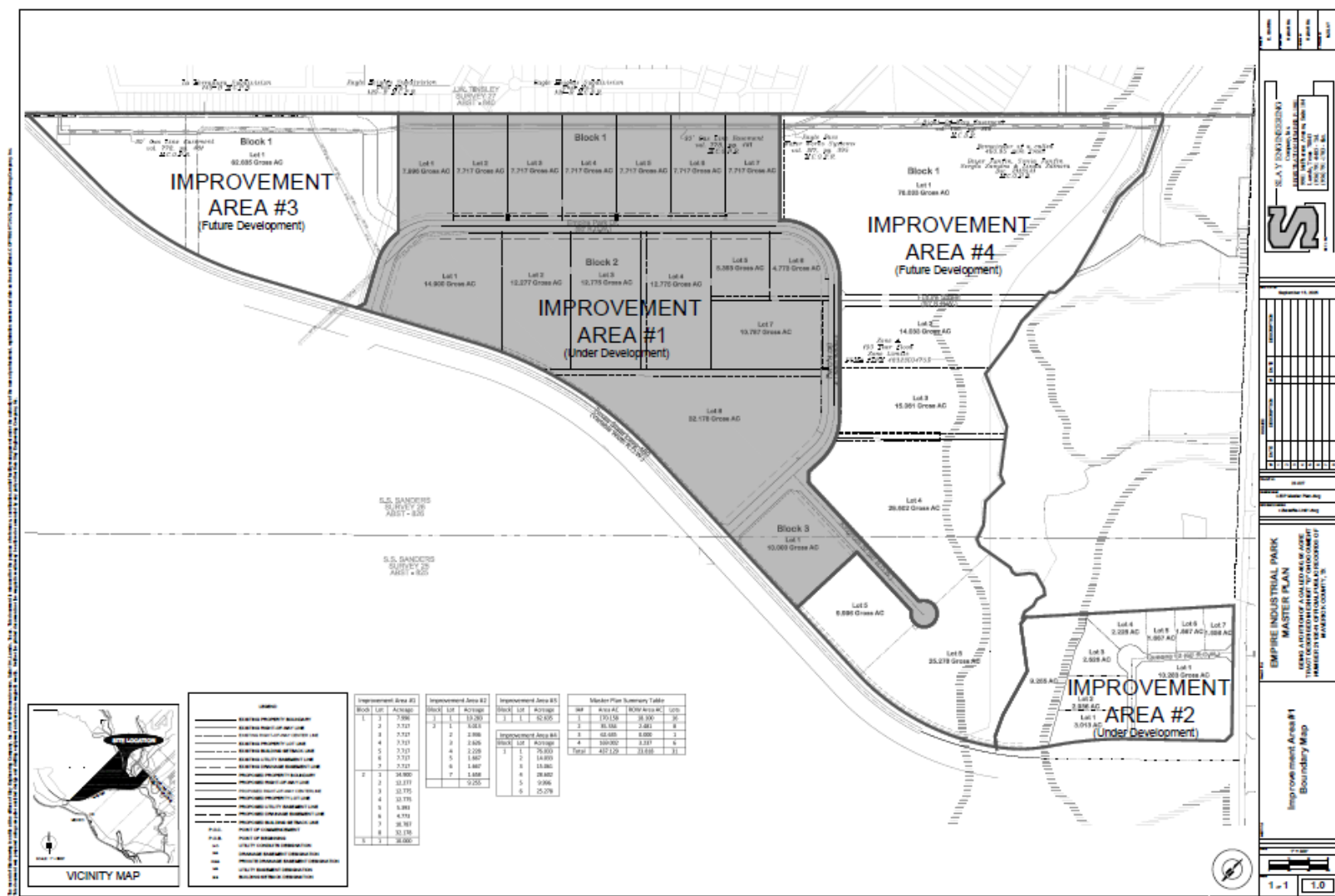


EXHIBIT A-3 – MAP OF IMPROVEMENT AREA #2

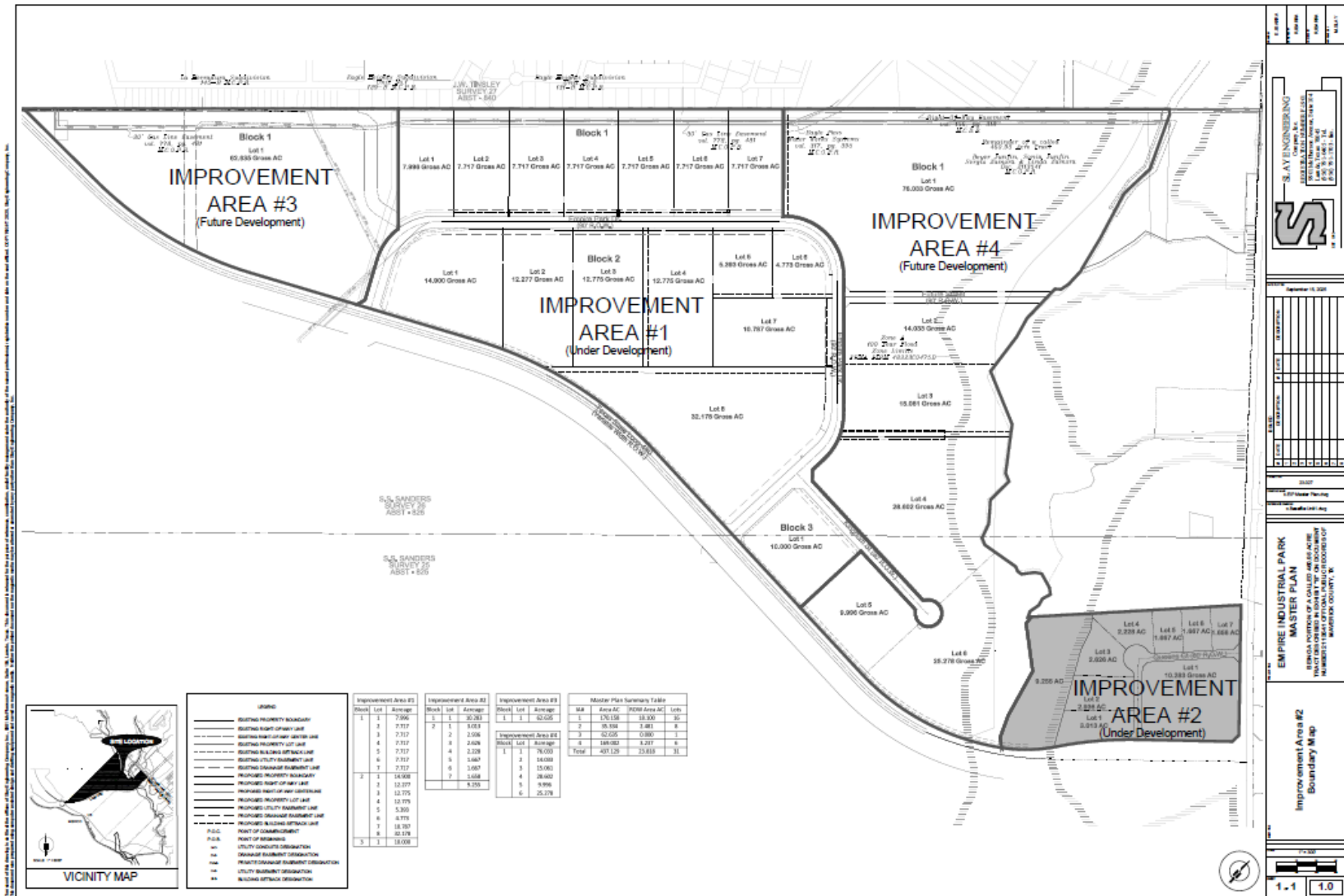


EXHIBIT A-4 – MAP OF IMPROVEMENT AREA #3

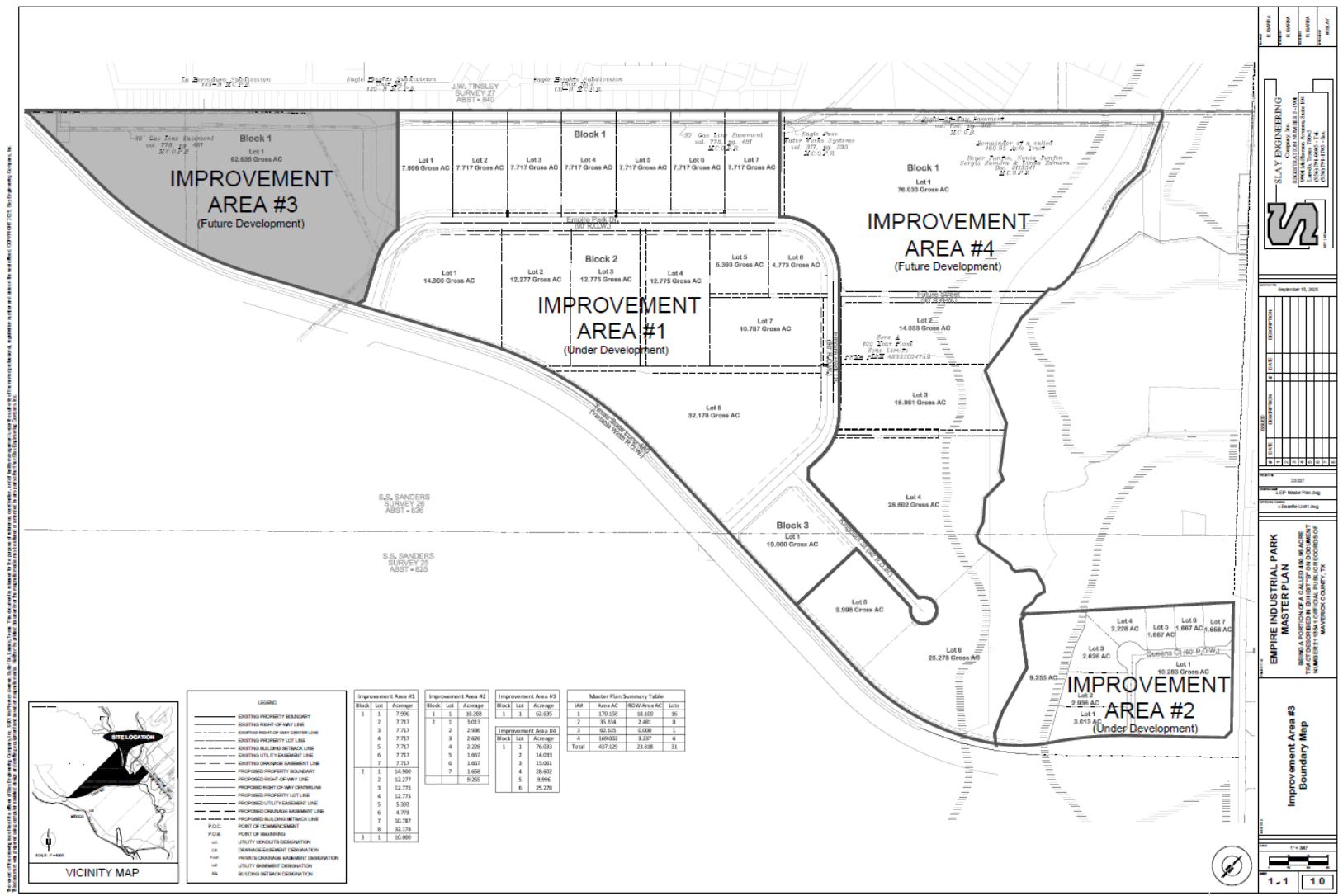


EXHIBIT A-5 – MAP OF IMPROVEMENT AREA #4

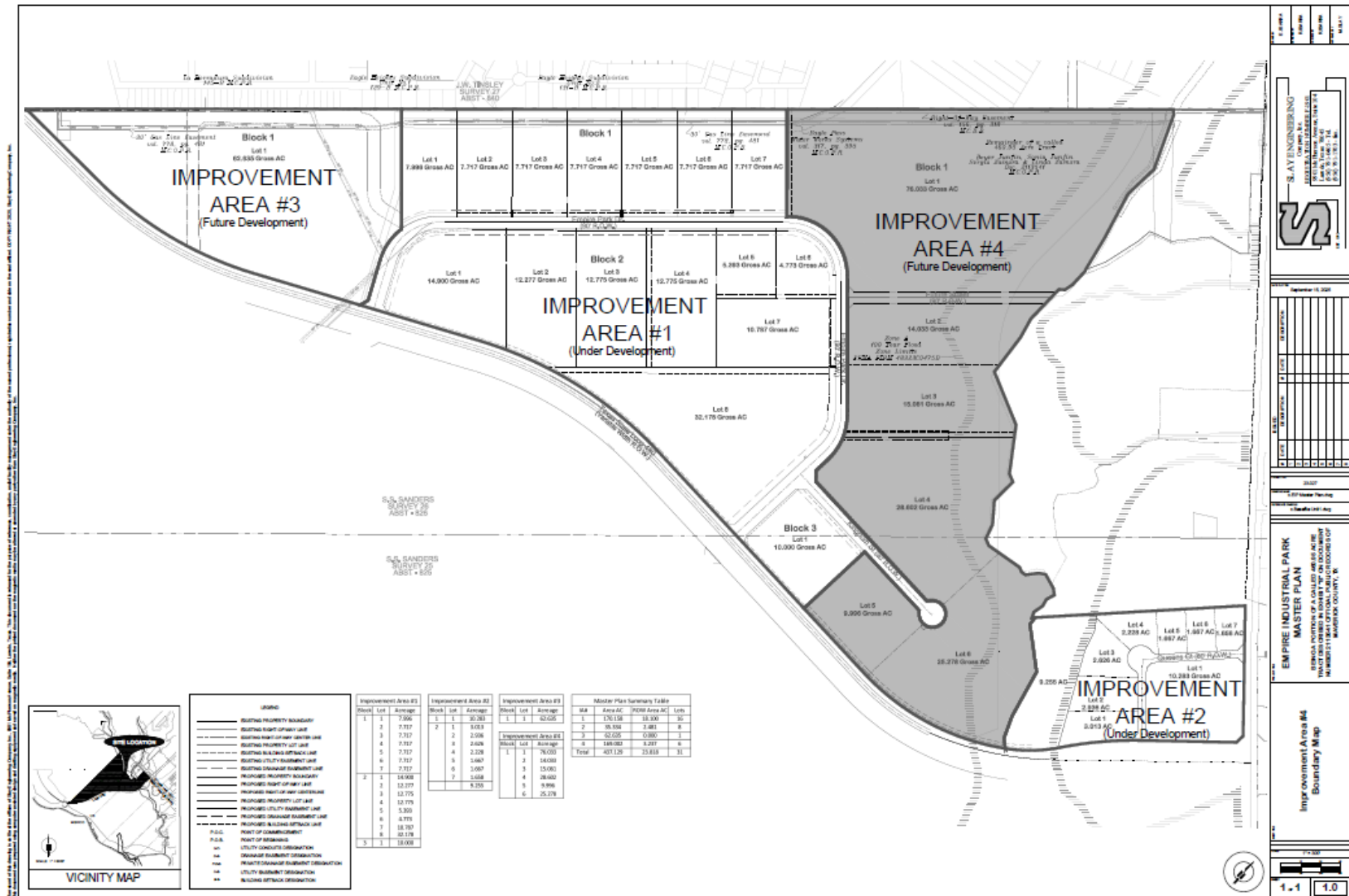


EXHIBIT A-6 – MAP OF ZONE A



EXHIBIT A-7 – IMPROVEMENT AREA #1 LOT TYPE CLASSIFICATION MAP



EXHIBIT A-8 – IMPROVEMENT AREA #2 LOT TYPE CLASSIFICATION MAP

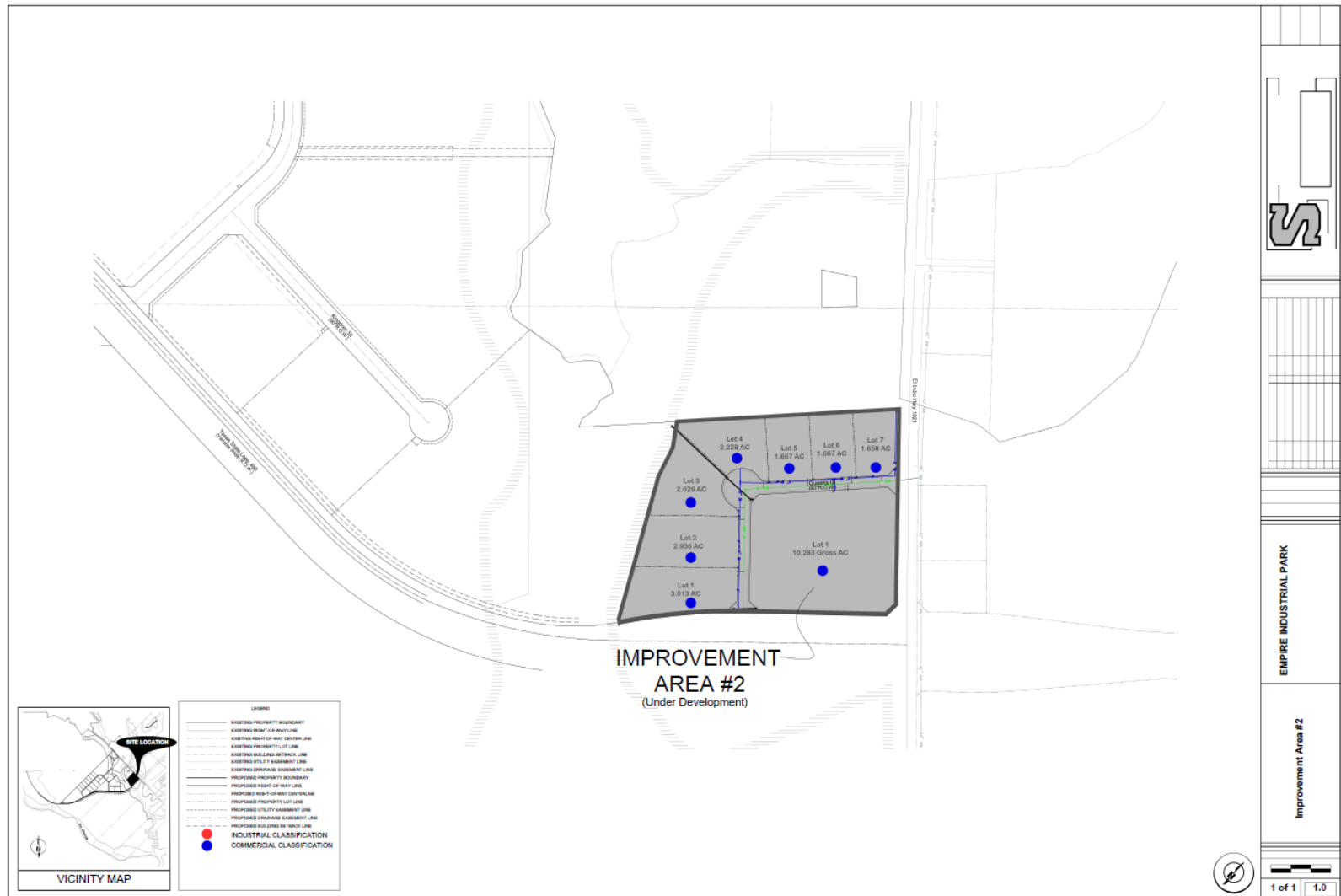


EXHIBIT B-1 – PROJECT COSTS

	Total Costs ^[a]	Private Improvements ^[b]	District Eligible Costs	Zone A							
				Improvement Area #1		Improvement Area #3		Improvement Area #4		Improvement Area #2	
				%	Cost	%	Cost	%	Cost	%	Cost
Zone A Improvements^[c]											
Roadways	\$ 2,829,403	\$ -	\$ 2,829,403	44.49%	\$ 1,258,845	14.80%	\$ 418,828	40.71%	\$ 1,151,729	0.00%	\$ -
Water	1,658,051	18,976	1,639,075	44.49%	729,250	14.80%	242,628	40.71%	667,198	0.00%	-
Sewer	901,996	-	901,996	44.49%	401,312	14.80%	133,520	40.71%	367,164	0.00%	-
TXDOT Improvements ^[d]	1,401,520	-	1,401,520	44.49%	623,558	14.80%	207,463	40.71%	570,499	0.00%	-
Soft Costs ^[e]	2,455,589	6,642	2,448,948	44.49%	1,089,575	14.80%	362,511	40.71%	996,862	0.00%	-
Developer's District Costs ^[f]	500,000	-	500,000		200,000		70,000		200,000		30,000
	\$ 9,746,559	\$ 25,618	\$ 9,720,941		\$ 4,302,540		\$ 1,434,949		\$ 3,953,452		\$ 30,000
Shared Improvements^[g]											
Roadways	\$ 648,680	\$ -	\$ 648,680	52.22%	\$ 338,752	0.00%	\$ -	47.78%	\$ 309,928	0.00%	\$ -
Water	242,066	10,152	231,914	52.22%	121,110	0.00%	-	47.78%	110,804	0.00%	-
Sewer	623,258	-	623,258	52.22%	325,477	0.00%	-	47.78%	297,782	0.00%	-
Soft Costs ^[e]	556,151	3,553	552,598	52.22%	288,577	0.00%	-	47.78%	264,022	0.00%	-
	\$ 2,070,156	\$ 13,705	\$ 2,056,451		\$ 1,073,915		\$ -		\$ 982,535		\$ -
Improvement Area #1 Improvements											
Roadways	\$ 2,197,530	\$ 12,750	\$ 2,184,780	100%	\$ 2,184,780	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Storm Drainage	591,695	-	591,695	100%	591,695	0.00%	-	0.00%	-	0.00%	-
Soft Costs ^[e]	1,028,729	4,463	1,024,266	100%	1,024,266	0.00%	-	0.00%	-	0.00%	-
	\$ 3,817,954	\$ 17,213	\$ 3,800,741		\$ 3,800,741		\$ -		\$ -		\$ -
Improvement Area #2 Improvements^[h]											
Roadways	\$ 1,280,288	\$ 12,800	\$ 1,267,488	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	100%	\$ 1,267,488
Water	264,450	16,000	248,450	0.00%	-	0.00%	-	0.00%	-	100%	248,450
Sewer	154,605	-	154,605	0.00%	-	0.00%	-	0.00%	-	100%	154,605
Storm Drainage	94,968	-	94,968	0.00%	-	0.00%	-	0.00%	-	100%	94,968
TXDOT Improvements ^[d]	548,650	-	548,650	0.00%	-	0.00%	-	0.00%	-	100%	548,650
Soft Costs ^[e]	846,036	10,080	835,956	0.00%	-	0.00%	-	0.00%	-	100%	835,956
	\$ 3,188,997	\$ 38,880	\$ 3,150,117		\$ -		\$ -		\$ -		\$ 3,150,117
Bond Issuance Costs^[i]											
Debt Service Reserve Fund	\$ 1,053,063	\$ -	\$ 1,053,063		\$ 851,250		\$ -		\$ -		\$ 201,813
Capitalized Interest	918,313	-	918,313		742,500		-		-		175,813
Underwriter Discount ^[j]	440,790	-	440,790		356,400		-		-		84,390
Cost of Issuance	881,580	-	881,580		712,800		-		-		168,780
	\$ 3,293,745	\$ -	\$ 3,293,745		\$ 2,662,950		\$ -		\$ -		\$ 630,795
Other Costs^[i]											
Deposit to Administrative Fund	\$ 80,000	\$ -	\$ 80,000		\$ 40,000		\$ -		\$ -		\$ 40,000
	\$ 80,000	\$ -	\$ 80,000		\$ 40,000		\$ -		\$ -		\$ 40,000
Total	\$ 22,197,410	\$ 95,415	\$ 22,101,995		\$ 11,880,147		\$ 1,434,949		\$ 4,935,987		\$ 3,850,912

Footnotes:

[a] Per Engineer's Report dated September 2025.

[b] Private Improvements are not reimbursable to the Developer through the issuance of PID Bonds or Assessments.

[c] The Zone A Improvements are allocated pro rata between Improvement Area #1, Improvement Area #3 and Improvement Area #4 based on the acreage of each area to the total acreage of Improvement Area #1, Improvement Area #3 and Improvement Area #4, as further shown on **Exhibit B-2**.

[d] TXDOT Improvements are those constructed by the Texas Department of Transportation in compliance with the anticipated future Interlocal Agreement between the City of Eagle Pass and TXDOT.

[e] Soft costs include engineering, platting, surveying, testing, general conditions, contingency, GC fees, and miscellaneous costs.

[f] Estimated allocations as provided by the Developer's consultant. Includes costs related to the Developer's cost to form the district.

[g] The Shared Improvements are allocated pro rata between Improvement Area #1 and Improvement Area #4 based on the acreage of each area to the total acreage of the Improvement Area #1 and Improvement Area #4, as further shown on **Exhibit B-2**.

[h] Improvement Area #2 does not benefit from the Zone A Improvements as it is located in such a manner as to receive water, wastewater, storm drainage, and road access separate and apart from the Zone A Improvements.

[i] Estimates only and subject to change upon the issuance of PID Bonds.

[j] Includes cost of counsel to the Underwriter.

EXHIBIT B-2 – APPORTIONMENT OF COSTS

Improvement Area	Acres	Zone A Improvements ^[a]		Developer's District Costs ^[b]	Total Apportionment of Costs ^[c]
		%	Costs	Costs	
Improvement Area #1	188.258	44.49%	\$ 4,102,540	\$ 200,000	
Improvement Area #3	62.635	14.80%	\$ 1,364,949	\$ 70,000	\$ 1,434,949
Improvement Area #4	172.239	40.71%	\$ 3,753,452	\$ 200,000	\$ 3,953,452
Improvement Area #2				\$ 30,000	
Total	423.132		\$ 9,220,941	\$ 500,000	

Improvement Area	Acres	Shared Improvements ^[d]		Total Apportionment of Costs ^[c]
		%	Costs	
Improvement Area #1	188.258	52.22%	\$ 1,073,915	
Improvement Area #4	172.239	47.78%	\$ 982,535	\$ 982,535
Total	360.497		\$ 2,056,451	

Footnotes:

[a] The costs of the Zone A Improvements are apportioned pro rata based on acres between Improvement Area #1, Improvement Area #3, and Improvement Area #4.

[b] Estimated allocations as provided by the Developer's consultant. Includes costs related to the Developer's cost to form the district, and are included here to ensure the total Apportionment of Costs equal the totals as shown on **Exhibit B-1**.

[c] Reimbursable in part or in full from future anticipated Assessments levied. Cost overruns and decreases in Estimated Buildout Value for Improvement Area #3 and Improvement Area #4 will result in an increase of Developer Contribution.

[d] The costs of the Shared Improvements are apportioned pro rata based on acres between Improvement Area #1 and Improvement Area #4.

EXHIBIT C – SERVICE PLAN

		Improvement Area #1				
Annual Installment Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
Principal		\$ -	\$ 108,000.00	\$ 115,000.00	\$ 122,000.00	\$ 130,000.00
Interest		742,500.00	742,500.00	735,750.00	728,562.50	720,937.50
TIRZ No. 1 Annual Credit Amount ^[a]		-	-	-	-	-
Capitalized Interest		(742,500.00)	-	-	-	-
	(1)	\$ -	\$ 850,500.00	\$ 850,750.00	\$ 850,562.50	\$ 850,937.50
Additional Interest	(2)	\$ 59,400.00	\$ 59,400.00	\$ 58,860.00	\$ 58,285.00	\$ 57,675.00
Annual Collection Costs	(3)	\$ 40,000.00	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
Total Annual Installment Due	(4) = (1) + (2) + (3)	\$ 99,400.00	\$ 950,700.00	\$ 951,226.00	\$ 951,295.82	\$ 951,909.79

Footnotes:

[a] Each year, the TIRZ No. 1 Revenues generated by each Parcel shall be applied to the principal and interest portion of the Annual Installment, up to the TIRZ No. 1 Improvement Area #1 Maximum Annual Credit Amount. The TIRZ No. 1 Improvement Area #1 Annual Credit Amount shall be updated each year in the Annual Service Plan Update as TIRZ No. 1 Revenues are generated.

		Improvement Area #2				
Annual Installment Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
Principal		\$ -	\$ 26,000.00	\$ 27,000.00	\$ 29,000.00	\$ 31,000.00
Interest		175,812.50	175,812.50	174,187.50	172,500.00	170,687.50
TIRZ No. 1 Annual Credit Amount ^[a]		-	-	-	-	-
Capitalized Interest		(175,812.50)	-	-	-	-
	(1)	\$ -	\$ 201,812.50	\$ 201,187.50	\$ 201,500.00	\$ 201,687.50
Additional Interest	(2)	\$ 14,065.00	\$ 14,065.00	\$ 13,935.00	\$ 13,800.00	\$ 13,655.00
Annual Collection Costs	(3)	\$ 40,000.00	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
Total Annual Installment Due	(4) = (1) + (2) + (3)	\$ 54,065.00	\$ 256,677.50	\$ 256,738.50	\$ 257,748.32	\$ 258,639.79

Footnotes:

[a] Each year, the TIRZ No. 1 Revenues generated by each Parcel shall be applied to the principal and interest portion of the Annual Installment, up to the TIRZ No. 1 Improvement Area #2 Maximum Annual Credit Amount. The TIRZ No. 1 Improvement Area #2 Annual Credit Amount shall be updated each year in the Annual Service Plan Update as TIRZ No. 1 Revenues are generated.

EXHIBIT D – SOURCES AND USES OF FUNDS

	Privately Funded ^[b]	Zone A				
		Improvement Area #1	Improvement Area #3	Improvement Area #4	Improvement Area #2	Total
Sources of Funds						
Improvement Area #1 Bonds	\$ -	\$ 11,880,000	\$ -	\$ -	\$ -	\$ 11,880,000
Improvement Area #2 Bonds	-	-	-	-	2,813,000	2,813,000
Improvement Area #3 Apportionment of Costs ^[a]	-	-	1,434,949	-	-	1,434,949
Improvement Area #4 Apportionment of Costs ^[a]	-	-	-	4,935,987	-	4,935,987
Developer Contribution - Improvement Area #1 ^[b]	-	147	-	-	-	147
Developer Contribution - Improvement Area #2 ^[b]	-	-	-	-	1,037,912	1,037,912
Developer Contribution - Private Improvements ^[b]	95,415	-	-	-	-	95,415
Total Sources of Funds	\$ 95,415	\$ 11,880,147	\$ 1,434,949	\$ 4,935,987	\$ 3,850,912	\$ 22,197,410
Uses of Funds						
Zone A Improvements ^[c]	\$ 25,618	\$ 4,302,540	\$ 1,434,949	\$ 3,953,452	\$ 30,000	\$ 9,746,559
Shared Improvements ^[d]	13,705	1,073,915	-	982,535	-	2,070,156
Improvement Area #1 Improvements	17,213	3,800,741	-	-	-	3,817,954
Improvement Area #2 Improvements	38,880	-	-	-	3,150,117	3,188,997
	\$ 95,415	\$ 9,177,197	\$ 1,434,949	\$ 4,935,987	\$ 3,180,117	\$ 18,823,665
Bond Issuance Costs^[e]						
Debt Service Reserve Fund	\$ -	\$ 851,250	\$ -	\$ -	\$ 201,813	\$ 1,053,063
Capitalized Interest	-	742,500	-	-	175,813	918,313
Underwriter Discount ^[f]	-	356,400	-	-	84,390	440,790
Cost of Issuance	-	712,800	-	-	168,780	881,580
	\$ -	\$ 2,662,950	\$ -	\$ -	\$ 630,795	\$ 3,293,745
Other Costs^[e]						
Deposit to Administrative Fund	\$ -	\$ 40,000	\$ -	\$ -	\$ 40,000	\$ 80,000
	\$ -	\$ 40,000	\$ -	\$ -	\$ 40,000	\$ 80,000
Total Uses of Funds	\$ 95,415	\$ 11,880,147	\$ 1,434,949	\$ 4,935,987	\$ 3,850,912	\$ 22,197,410

Footnotes:

[a] Apportionment of Costs anticipated to be levied in part or in full at a later date.

[b] Not reimbursable to the Developer through Assessments or the Issuance of PID Bonds.

[c] The Zone A Improvements are allocated pro rata between Improvement Area #1, Improvement Area #3 and Improvement Area #4 based on the acreage of each area to the total acreage of Improvement Area #1, Improvement Area #3 and Improvement Area #4. The acreage is as provided in the Engineer's Report dated May 14, 2025.

[d] The Shared Improvements are allocated pro rata between Improvement Area #1 and Improvement Area #4 based on the acreage of each area to the total acreage of the Improvement Area #1 and Improvement Area #4. The acreage is as provided in the Engineer's Report dated May 14, 2025.

[e] Estimates only and subject to change upon the issuance of PID Bonds.

[f] Includes cost of counsel to the Underwriter.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Acreage/ SqFt ^[a]	Appraised Value ^[c]		Estimated Buildout Value ^[b]		Assessment ^[c]		Average Annual Installment		PID TRE
		Per Acre	Total	Per Acre/SqFt	Total	Per Acre/SqFt	Total	Per Acre/SqFt	Total	
Improvement Area #1										
Lot Type Industrial	188.258	\$ 211,571	\$ 39,830,000	\$ 1,337,292	\$ 251,755,834	\$ 63,104.89	\$ 11,880,000	\$ 4,905.76	\$ 923,548	\$ 0.367
IA#1 Subtotal	188.258	\$ 39,830,000		\$ 251,755,834		\$ 11,880,000		\$ 923,548		\$ 0.367
Improvement Area #2 (Commercial) ^[d]										
Lot Type Commercial Block 1 - Lot 1	23,762	\$ 129	\$ 3,070,000	\$ 337	\$ 8,000,000	\$ 23.63	\$ 561,534	\$ 2.21	\$ 52,422	\$ 0.655
Lot Type Commercial Block 2 - Lot 1	43,705	26	1,150,000	140	6,118,700	9.83	429,482	0.92	40,094	\$ 0.655
Lot Type Commercial Block 2 - Lot 2	42,588	24	1,020,000	140	5,962,320	9.83	418,505	0.92	39,069	\$ 0.655
Lot Type Commercial Block 2 - Lot 3	38,091	24	915,000	140	5,332,740	9.83	374,314	0.92	34,944	\$ 0.655
Lot Type Commercial Block 2 - Lot 4	32,318	24	780,000	140	4,524,520	9.83	317,584	0.92	29,648	\$ 0.655
Lot Type Commercial Block 2 - Lot 5	24,181	26	624,000	140	3,385,340	9.83	237,623	0.92	22,183	\$ 0.655
Lot Type Commercial Block 2 - Lot 6	24,181	26	625,000	140	3,385,340	9.83	237,623	0.92	22,183	\$ 0.655
Lot Type Commercial Block 2 - Lot 7	24,050	29	690,000	140	3,367,000	9.83	236,335	0.92	22,063	\$ 0.655
IA#2 Subtotal	252,876	\$ 8,874,000		\$ 40,075,960		\$ 2,813,000		\$ 262,607		\$ 0.655
Total		\$ 48,704,000		\$ 291,831,794		\$ 14,693,000		\$ 1,186,155		

Footnotes:

[a] Based on information provided in the Developer model dated 8/01/2025. Improvement Area #1 is represented by acres and Improvement Area #2 is represented by building square footage.

[b] Based on information provided in the Developer model dated 8/01/2025. The total Estimated Buildout Value for Improvement Area #2 will not change, and the Estimated Buildout Value/Square Foot also will not change for the purposes of the Improvement Area #2 true-up, as further described in **Section VI.F** of the Service and Assessment Plan.

[c] Based on values provided in the draft Appraisal dated June 19, 2025.

[d] See buyer's disclosure for details related to square footage requirements and assumed appraised values.

EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2026 ^[b]
3908	Improvement Area #1 Initial Parcel	\$ 10,262,535.21	\$ 821,261.97
9061052	Improvement Area #1 Initial Parcel	1,617,464.79	129,438.03
Total		\$ 11,880,000.00	\$ 950,700.00

Footnotes:

[a] The entire Improvement Area #1 is contained within Property IDs 3908 and 9061052. For billing purposes, the Annual Installment due 1/31/2026 shall be allocated pro rata based on acreage and is subject to change prior to billing based on final certified rolls from the County.

[b] Annual Installment covers the period September 30, 2025 to October 1, 2026, and is due January 31, 2026. Includes 12 months of capitalized interest.

EXHIBIT F-2 – IMPROVEMENT AREA #1 ASSESSMENT ROLL BY LEGAL DESCRIPTION

Property ID ^[a]	Legal Description ^[c]		Lot Type	Outstanding Assessment	Annual Installment due 1/31/2026 ^[d]
	Block	Lot			
TBD	1	1	Lot Type Industrial	\$ 558,267.00	\$ 4,671.02
TBD	1	2	Lot Type Industrial	\$ 538,787.70	\$ 4,508.04
TBD	1	3	Lot Type Industrial	\$ 538,787.70	\$ 4,508.04
TBD	1	4	Lot Type Industrial	\$ 538,787.70	\$ 4,508.04
TBD	1	5	Lot Type Industrial	\$ 538,787.70	\$ 4,508.04
TBD	1	6	Lot Type Industrial	\$ 538,787.70	\$ 4,508.04
TBD	1	7	Lot Type Industrial	\$ 538,787.70	\$ 4,508.04
TBD	2	1	Lot Type Industrial	\$ 1,040,292.44	\$ 8,704.13
TBD	2	2	Lot Type Industrial	\$ 857,159.08	\$ 7,171.85
TBD	2	3	Lot Type Industrial	\$ 891,928.58	\$ 7,462.77
TBD	2	4	Lot Type Industrial	\$ 891,928.58	\$ 7,462.77
TBD	2	5	Lot Type Industrial	\$ 376,530.01	\$ 3,150.43
TBD	2	6	Lot Type Industrial	\$ 333,242.67	\$ 2,788.24
TBD	2	7	Lot Type Industrial	\$ 753,129.83	\$ 6,301.44
TBD	2	8	Lot Type Industrial	\$ 2,246,612.76	\$ 18,797.42
TBD	3	1	Lot Type Industrial	\$ 698,182.84	\$ 5,841.70
Total^[b]				\$ 11,880,000.00	\$ 99,400.00

Footnotes:

[a] Final Plats have not been recorded and not yet assigned Property IDs by the Appraisal District.

[b] Totals may not match Service Plan or Annual Installment schedule due to rounding.

[c] Lots and Blocks as provided by the Developer and subject to change.

[d] Annual Installment billed accordingly to Property IDs at time of billing; The entire Improvement Area #1 is contained within Property IDs 3908 and 9061052.

EXHIBIT F-3 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest ^[b]	Reserve Fund ^[c]	Additional Interest	Annual Collection Costs	Total Annual Installment Due ^[d]
2026	\$ -	\$ 742,500.00	\$ (742,500.00)	\$ -	\$ 59,400.00	\$ 40,000.00	\$ 99,400.00
2027	\$ 108,000.00	\$ 742,500.00	\$ -	\$ -	\$ 59,400.00	\$ 40,800.00	\$ 950,700.00
2028	\$ 115,000.00	\$ 735,750.00	\$ -	\$ -	\$ 58,860.00	\$ 41,616.00	\$ 951,226.00
2029	\$ 122,000.00	\$ 728,562.50	\$ -	\$ -	\$ 58,285.00	\$ 42,448.32	\$ 951,295.82
2030	\$ 130,000.00	\$ 720,937.50	\$ -	\$ -	\$ 57,675.00	\$ 43,297.29	\$ 951,909.79
2031	\$ 138,000.00	\$ 712,812.50	\$ -	\$ -	\$ 57,025.00	\$ 44,163.23	\$ 952,000.73
2032	\$ 147,000.00	\$ 704,187.50	\$ -	\$ -	\$ 56,335.00	\$ 45,046.50	\$ 952,569.00
2033	\$ 156,000.00	\$ 695,000.00	\$ -	\$ -	\$ 55,600.00	\$ 45,947.43	\$ 952,547.43
2034	\$ 165,000.00	\$ 685,250.00	\$ -	\$ -	\$ 54,820.00	\$ 46,866.38	\$ 951,936.38
2035	\$ 176,000.00	\$ 674,937.50	\$ -	\$ -	\$ 53,995.00	\$ 47,803.70	\$ 952,736.20
2036	\$ 187,000.00	\$ 663,937.50	\$ -	\$ -	\$ 53,115.00	\$ 48,759.78	\$ 952,812.28
2037	\$ 199,000.00	\$ 652,250.00	\$ -	\$ -	\$ 52,180.00	\$ 49,734.97	\$ 953,164.97
2038	\$ 211,000.00	\$ 639,812.50	\$ -	\$ -	\$ 51,185.00	\$ 50,729.67	\$ 952,727.17
2039	\$ 224,000.00	\$ 626,625.00	\$ -	\$ -	\$ 50,130.00	\$ 51,744.27	\$ 952,499.27
2040	\$ 238,000.00	\$ 612,625.00	\$ -	\$ -	\$ 49,010.00	\$ 52,779.15	\$ 952,414.15
2041	\$ 253,000.00	\$ 597,750.00	\$ -	\$ -	\$ 47,820.00	\$ 53,834.73	\$ 952,404.73
2042	\$ 269,000.00	\$ 581,937.50	\$ -	\$ -	\$ 46,555.00	\$ 54,911.43	\$ 952,403.93
2043	\$ 286,000.00	\$ 565,125.00	\$ -	\$ -	\$ 45,210.00	\$ 56,009.66	\$ 952,344.66
2044	\$ 303,000.00	\$ 547,250.00	\$ -	\$ -	\$ 43,780.00	\$ 57,129.85	\$ 951,159.85
2045	\$ 322,000.00	\$ 528,312.50	\$ -	\$ -	\$ 42,265.00	\$ 58,272.45	\$ 950,849.95
2046	\$ 343,000.00	\$ 508,187.50	\$ -	\$ -	\$ 40,655.00	\$ 59,437.90	\$ 951,280.40
2047	\$ 364,000.00	\$ 486,750.00	\$ -	\$ -	\$ 38,940.00	\$ 60,626.65	\$ 950,316.65
2048	\$ 387,000.00	\$ 464,000.00	\$ -	\$ -	\$ 37,120.00	\$ 61,839.19	\$ 949,959.19
2049	\$ 411,000.00	\$ 439,812.50	\$ -	\$ -	\$ 35,185.00	\$ 63,075.97	\$ 949,073.47
2050	\$ 437,000.00	\$ 414,125.00	\$ -	\$ -	\$ 33,130.00	\$ 64,337.49	\$ 948,592.49
2051	\$ 464,000.00	\$ 386,812.50	\$ -	\$ -	\$ 30,945.00	\$ 65,624.24	\$ 947,381.74
2052	\$ 493,000.00	\$ 357,812.50	\$ -	\$ -	\$ 28,625.00	\$ 66,936.72	\$ 946,374.22
2053	\$ 524,000.00	\$ 327,000.00	\$ -	\$ -	\$ 26,160.00	\$ 68,275.46	\$ 945,435.46
2054	\$ 557,000.00	\$ 294,250.00	\$ -	\$ -	\$ 23,540.00	\$ 69,640.97	\$ 944,430.97
2055	\$ 591,000.00	\$ 259,437.50	\$ -	\$ -	\$ 20,755.00	\$ 71,033.79	\$ 942,226.29
2056	\$ 628,000.00	\$ 222,500.00	\$ -	\$ -	\$ 17,800.00	\$ 72,454.46	\$ 940,754.46
2057	\$ 668,000.00	\$ 183,250.00	\$ -	\$ -	\$ 14,660.00	\$ 73,903.55	\$ 939,813.55
2058	\$ 709,000.00	\$ 141,500.00	\$ -	\$ -	\$ 11,320.00	\$ 75,381.62	\$ 937,201.62
2059	\$ 754,000.00	\$ 97,187.50	\$ -	\$ -	\$ 7,775.00	\$ 76,889.26	\$ 935,851.76
2060	\$ 801,000.00	\$ 50,062.50	\$ -	\$ (851,250.00)	\$ 4,005.00	\$ 78,427.04	\$ 82,244.54
Total	\$ 11,880,000.00	\$ 17,790,750.00	\$ (742,500.00)	\$ (851,250.00)	\$ 1,423,260.00	\$ 1,999,779.11	\$ 31,500,039.11

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] Assumes 12 months of capitalized interest.

[c] Assumes Reserve Fund is fully funded and available to reduce the Improvement Area #1 Annual Installments at maturity of the Improvement Area #1 Bonds.

[d] 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 G-1 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID ^[a]	Legal Description ^[c]		Lot Type	Outstanding Assessment	Annual Installment due 1/31/2026 ^[d]
	Block	Lot			
9061044	1	1	Lot Type Commercial Block 1 - Lot 1	\$ 561,533.65	\$ 10,792.51
9061045	2	1	Lot Type Commercial Block 2 - Lot 1	\$ 429,481.99	\$ 8,254.51
9061046	2	2	Lot Type Commercial Block 2 - Lot 2	\$ 418,505.41	\$ 8,043.55
9061047	2	3	Lot Type Commercial Block 2 - Lot 3	\$ 374,314.12	\$ 7,194.20
9061048	2	4	Lot Type Commercial Block 2 - Lot 4	\$ 317,583.78	\$ 6,103.86
9061049	2	5	Lot Type Commercial Block 2 - Lot 5	\$ 237,622.79	\$ 4,567.04
9061050	2	6	Lot Type Commercial Block 2 - Lot 6	\$ 237,622.79	\$ 4,567.04
9061051	2	7	Lot Type Commercial Block 2 - Lot 7	\$ 236,335.47	\$ 4,542.30
Total^[b]				\$ 2,813,000.00	\$ 54,065.00

Footnotes:

[a] Final Plats have not been recorded and the Property IDs as provided by the Appraisal District are preliminary and subject to change.

[b] Totals may not match Service Plan or Annual Installment schedule due to rounding.

[c] Lots and Blocks as provided by the Developer and subject to change.

[d] Annual Installment billed accordingly to Property IDs at time of billing.

EXHIBIT G-2 – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest ^[b]	Reserve Fund ^[c]	Additional Interest	Annual Collection Costs	Total Annual Installment Due ^[d]
2026	\$ -	\$ 175,813	\$ (175,813)	\$ -	\$ 14,065	\$ 40,000	\$ 54,065
2027	\$ 26,000	\$ 175,813	\$ -	\$ -	\$ 14,065	\$ 40,800	\$ 256,678
2028	\$ 27,000	\$ 174,188	\$ -	\$ -	\$ 13,935	\$ 41,616	\$ 256,739
2029	\$ 29,000	\$ 172,500	\$ -	\$ -	\$ 13,800	\$ 42,448	\$ 257,748
2030	\$ 31,000	\$ 170,688	\$ -	\$ -	\$ 13,655	\$ 43,297	\$ 258,640
2031	\$ 33,000	\$ 168,750	\$ -	\$ -	\$ 13,500	\$ 44,163	\$ 259,413
2032	\$ 35,000	\$ 166,688	\$ -	\$ -	\$ 13,335	\$ 45,046	\$ 260,069
2033	\$ 37,000	\$ 164,500	\$ -	\$ -	\$ 13,160	\$ 45,947	\$ 260,607
2034	\$ 39,000	\$ 162,188	\$ -	\$ -	\$ 12,975	\$ 46,866	\$ 261,029
2035	\$ 42,000	\$ 159,750	\$ -	\$ -	\$ 12,780	\$ 47,804	\$ 262,334
2036	\$ 44,000	\$ 157,125	\$ -	\$ -	\$ 12,570	\$ 48,760	\$ 262,455
2037	\$ 47,000	\$ 154,375	\$ -	\$ -	\$ 12,350	\$ 49,735	\$ 263,460
2038	\$ 50,000	\$ 151,438	\$ -	\$ -	\$ 12,115	\$ 50,730	\$ 264,282
2039	\$ 53,000	\$ 148,313	\$ -	\$ -	\$ 11,865	\$ 51,744	\$ 264,922
2040	\$ 56,000	\$ 145,000	\$ -	\$ -	\$ 11,600	\$ 52,779	\$ 265,379
2041	\$ 60,000	\$ 141,500	\$ -	\$ -	\$ 11,320	\$ 53,835	\$ 266,655
2042	\$ 64,000	\$ 137,750	\$ -	\$ -	\$ 11,020	\$ 54,911	\$ 267,681
2043	\$ 68,000	\$ 133,750	\$ -	\$ -	\$ 10,700	\$ 56,010	\$ 268,460
2044	\$ 72,000	\$ 129,500	\$ -	\$ -	\$ 10,360	\$ 57,130	\$ 268,990
2045	\$ 76,000	\$ 125,000	\$ -	\$ -	\$ 10,000	\$ 58,272	\$ 269,272
2046	\$ 81,000	\$ 120,250	\$ -	\$ -	\$ 9,620	\$ 59,438	\$ 270,308
2047	\$ 86,000	\$ 115,188	\$ -	\$ -	\$ 9,215	\$ 60,627	\$ 271,029
2048	\$ 92,000	\$ 109,813	\$ -	\$ -	\$ 8,785	\$ 61,839	\$ 272,437
2049	\$ 97,000	\$ 104,063	\$ -	\$ -	\$ 8,325	\$ 63,076	\$ 272,463
2050	\$ 103,000	\$ 98,000	\$ -	\$ -	\$ 7,840	\$ 64,337	\$ 273,177
2051	\$ 110,000	\$ 91,563	\$ -	\$ -	\$ 7,325	\$ 65,624	\$ 274,512
2052	\$ 117,000	\$ 84,688	\$ -	\$ -	\$ 6,775	\$ 66,937	\$ 275,399
2053	\$ 124,000	\$ 77,375	\$ -	\$ -	\$ 6,190	\$ 68,275	\$ 275,840
2054	\$ 132,000	\$ 69,625	\$ -	\$ -	\$ 5,570	\$ 69,641	\$ 276,836
2055	\$ 140,000	\$ 61,375	\$ -	\$ -	\$ 4,910	\$ 71,034	\$ 277,319
2056	\$ 149,000	\$ 52,625	\$ -	\$ -	\$ 4,210	\$ 72,454	\$ 278,289
2057	\$ 158,000	\$ 43,313	\$ -	\$ -	\$ 3,465	\$ 73,904	\$ 278,681
2058	\$ 168,000	\$ 33,438	\$ -	\$ -	\$ 2,675	\$ 75,382	\$ 279,494
2059	\$ 178,000	\$ 22,938	\$ -	\$ -	\$ 1,835	\$ 76,889	\$ 279,662
2060	\$ 189,000	\$ 11,813	\$ -	\$ (201,813)	\$ 945	\$ 78,427	\$ 78,372
Total	\$ 2,813,000	\$ 4,210,688	\$ (175,813)	\$ (201,813)	\$ 336,855	\$ 1,999,779	\$ 8,982,697

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] Assumes 12 months of capitalized interest.

[c] Assumes Reserve Fund is fully funded and available to reduce the Improvement Area #2 Annual Installments at maturity of the Improvement Area #2 Bonds.

[d] 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 H-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS

[remaining maps to be provided by the Developer]

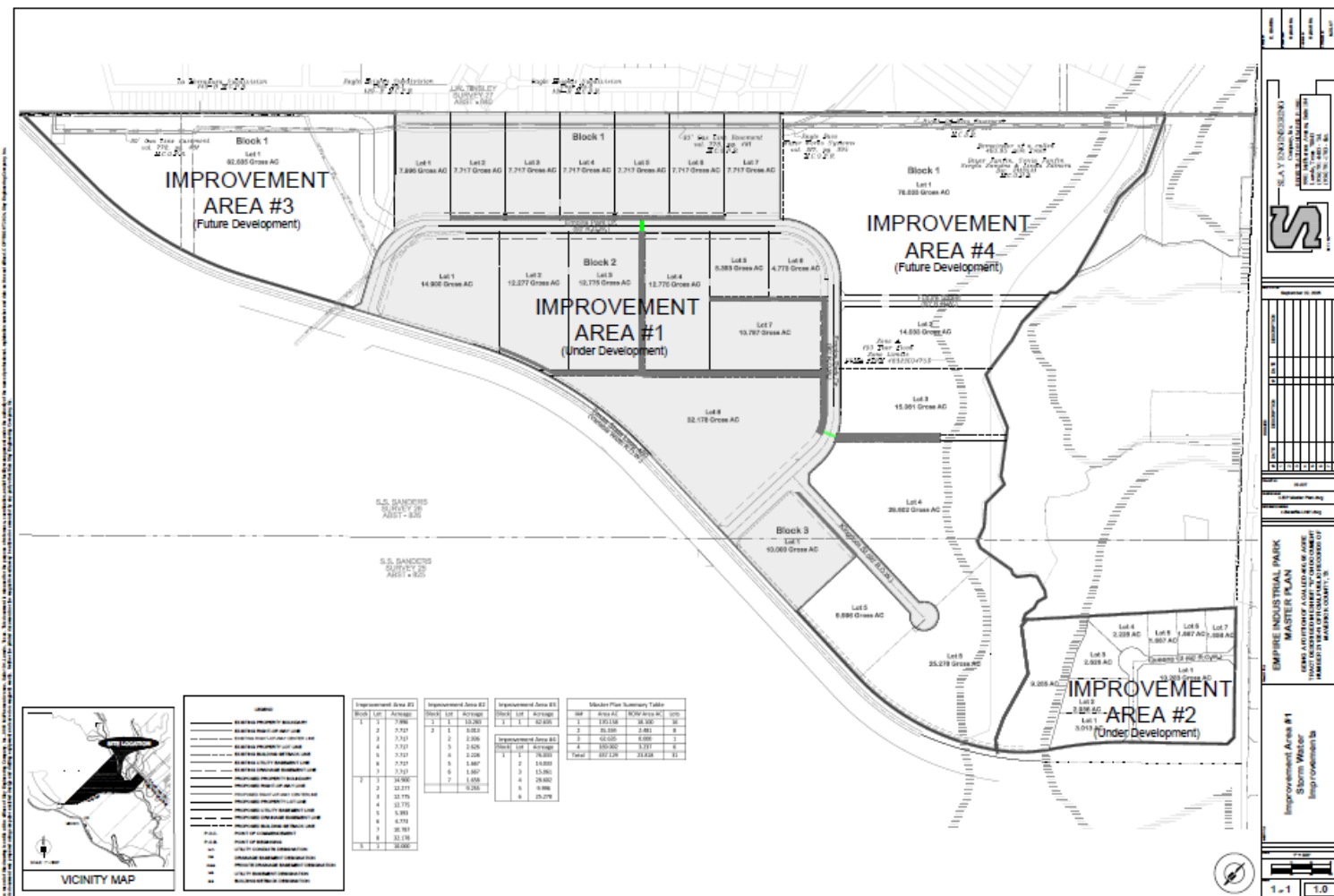


EXHIBIT H-2 – MAPS OF IMPROVEMENT AREA #2 IMPROVEMENTS

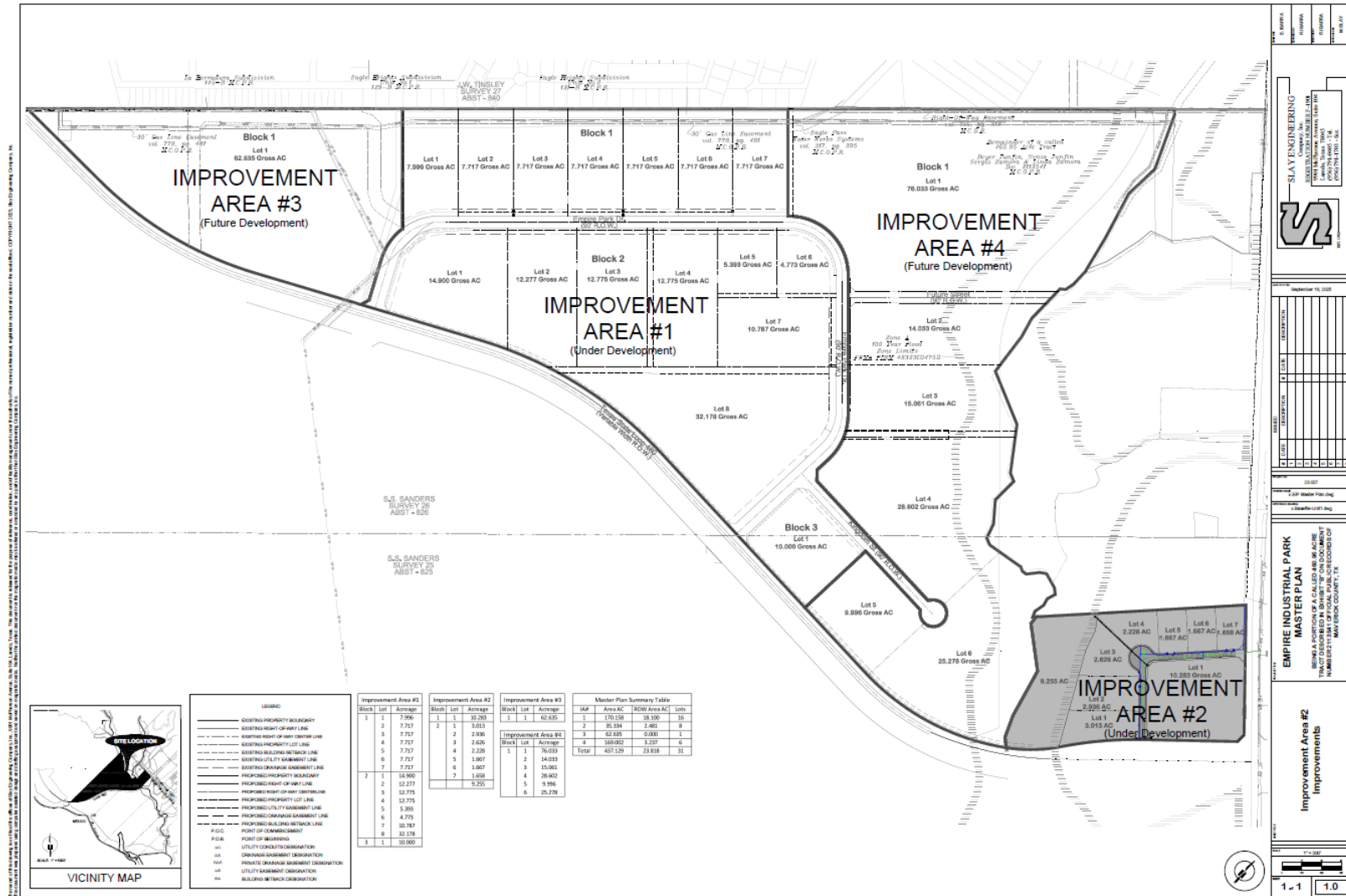


EXHIBIT H-3 – MAPS OF ZONE A IMPROVEMENTS

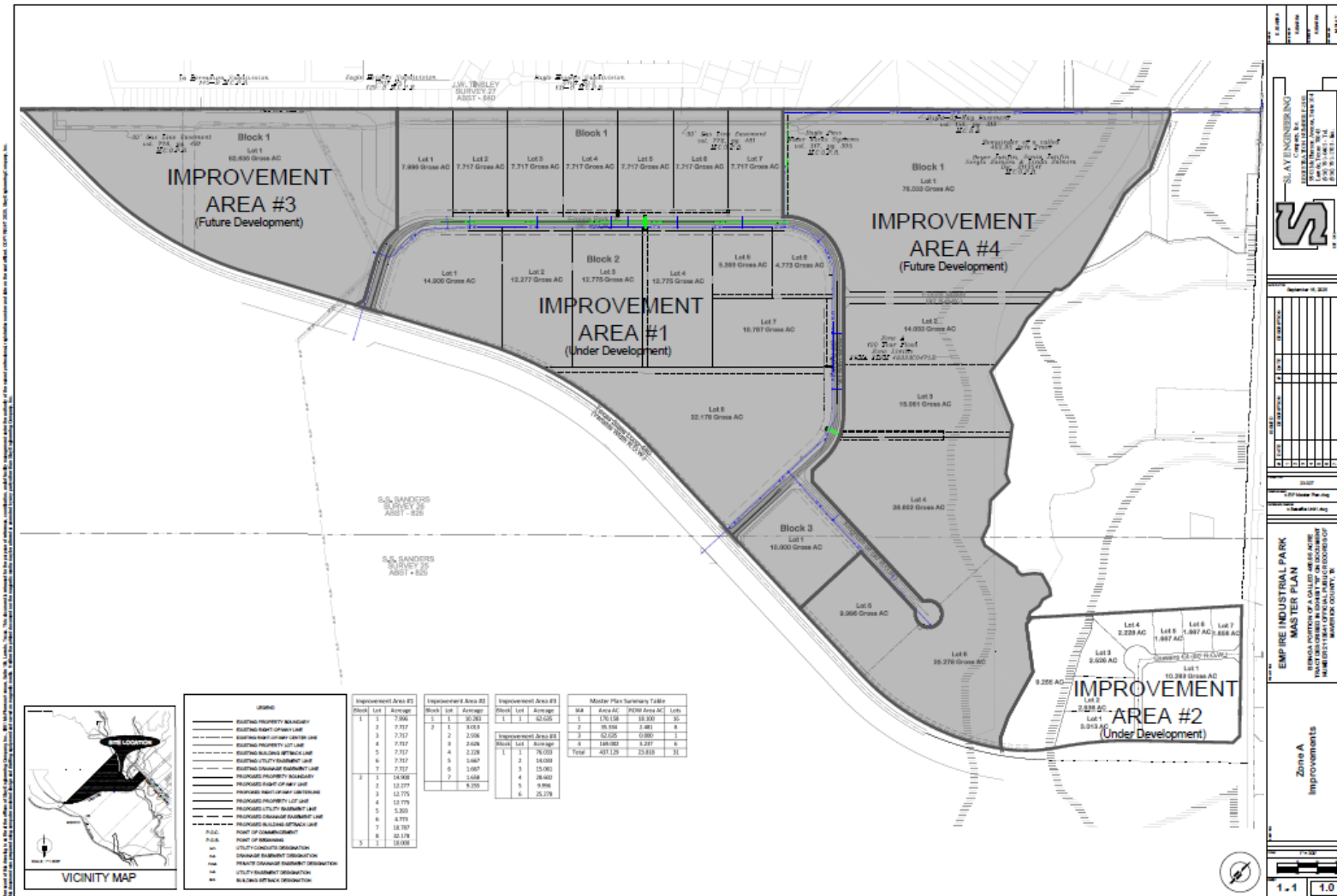


EXHIBIT H-4 – MAPS OF SHARED IMPROVEMENTS

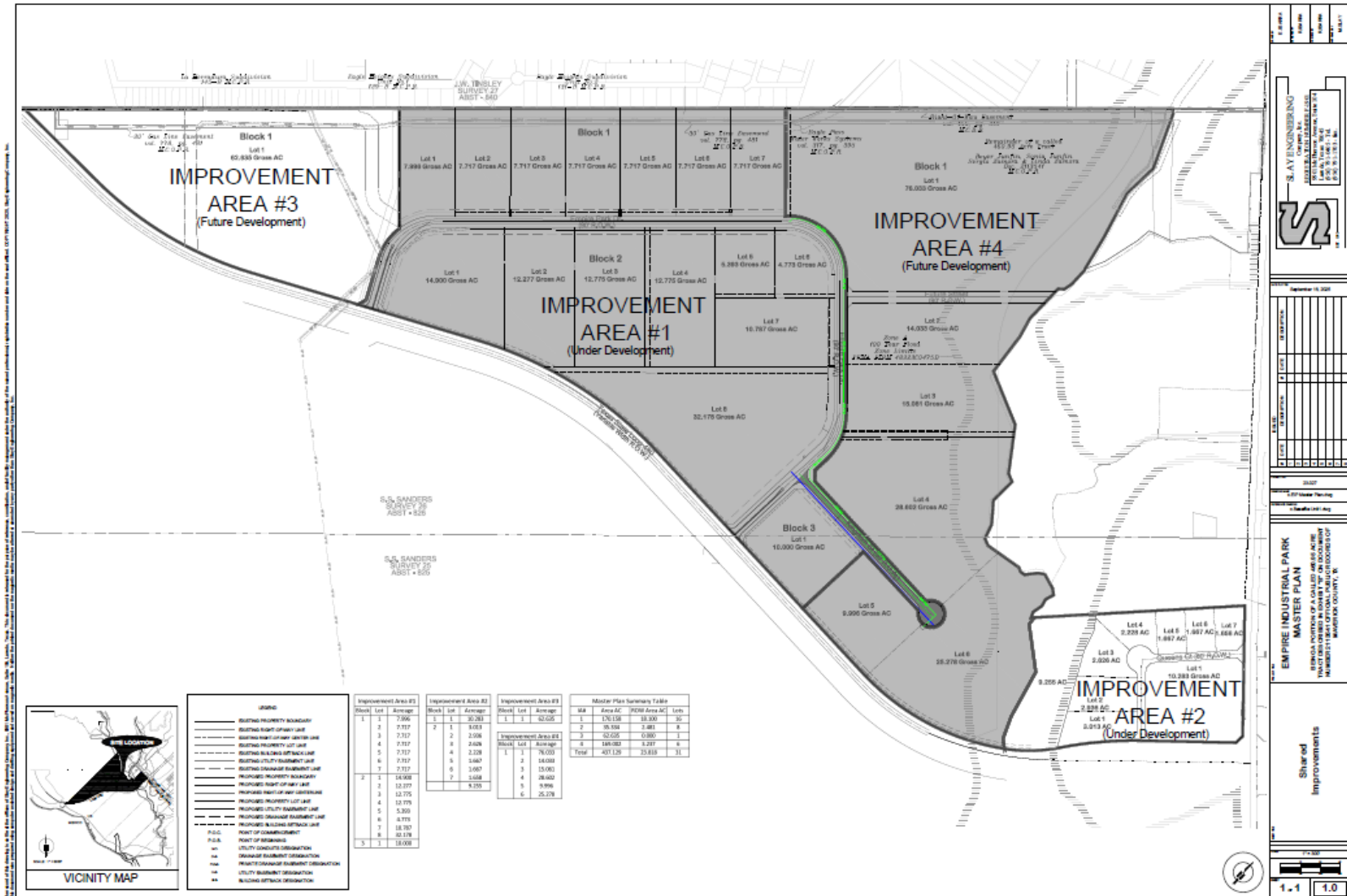


EXHIBIT I – TIRZ NO. 1 ANNUAL CREDIT AMOUNT BY LOT TYPE

Lot Type	Acreage /SqFt ^[a]	Average Annual Installment	City Annual TIRZ Credit Amount ^{[b],[c]}	County Annual TIRZ Credit Amount ^{[b],[c]}	Total Maximum TIRZ Credit ^[d]	Net Annual Installment
		Total				
<i>Improvement Area #1</i>						
Lot Type Industrial	188.26	\$ 923,548.21	\$ (506,929.79)	\$ (416,618.42)	\$ (923,548.21)	\$ -
Improvement Area #1	188.26	\$ 923,548.21				
<i>Improvement Area #2</i>						
Lot Type Commercial Block 1 - Lot 1	23,762	\$ 52,421.81	\$ (28,774.00)	\$ (23,647.81)	\$ (52,421.81)	\$ -
Lot Type Commercial Block 2 - Lot 1	43,705	\$ 40,094.17	\$ (22,007.44)	\$ (18,086.73)	\$ (40,094.17)	\$ -
Lot Type Commercial Block 2 - Lot 2	42,588	\$ 39,069.45	\$ (21,444.98)	\$ (17,624.48)	\$ (39,069.45)	\$ -
Lot Type Commercial Block 2 - Lot 3	38,091	\$ 34,943.99	\$ (19,180.53)	\$ (15,763.45)	\$ (34,943.99)	\$ -
Lot Type Commercial Block 2 - Lot 4	32,318	\$ 29,647.94	\$ (16,273.57)	\$ (13,374.37)	\$ (29,647.94)	\$ -
Lot Type Commercial Block 2 - Lot 5	24,181	\$ 22,183.21	\$ (12,176.22)	\$ (10,006.98)	\$ (22,183.21)	\$ -
Lot Type Commercial Block 2 - Lot 6	24,181	\$ 22,183.21	\$ (12,176.22)	\$ (10,006.98)	\$ (22,183.21)	\$ -
Lot Type Commercial Block 2 - Lot 7	24,050	\$ 22,063.03	\$ (12,110.26)	\$ (9,952.77)	\$ (22,063.03)	\$ -
Improvement Area #2	252,876	\$ 262,606.81				

Footnotes:

[a] Per information provided by the Developer. Improvement Area #1 is represented by acres and Improvement Area #2 is represented by building square footage.

[b] To be determined at the time of PID Bond Issuance.

[c] City Annual Credit Amount and County Annual Credit Amount calculated pro rata based on the City Contribution and County Contribution as provided in the Reinvestment Zone Number One, City of Eagle Pass, Texas Final Project and Financing Plan.

[d] Subject to the proration as provided in the Reinvestment Zone Number One, City of Eagle Pass, Texas Final Project and Financing Plan.

EXHIBIT J – FORM OF NOTICE OF ASSESSMENT TERMINATION



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

[Date]
Maverick County Clerk's Office
Honorable [County Clerk]
[County Clerk's office address]

Re: City of Eagle Pass Lien Release documents for filing

Dear Ms./Mr. [County Clerk]

Enclosed is a lien release that the City of Eagle Pass is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents to my attention:

City of Eagle Pass
Attn: City Secretary
100 S Monroe Street
Eagle Pass, Texas 78852

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

Sincerely,
[Signature]

P3Works, LLC
(817) 393-0353
Admin@P3-Works.com
www.P3-Works.com

**[City Secretary Name]
100 S Monroe Street
Eagle Pass, Texas 78852**

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 §
 §
COUNTY OF MAVERICK § **KNOWN ALL MEN BY THESE PRESENTS:**

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

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City, Texas 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 of the City; and

WHEREAS, on February 8, 2023, the City Council of the City approved Resolution No. 040825 creating the Eagle Pass Public Improvement District No. 1 (the “District”); and

WHEREAS, the District consists of approximately 460.95 contiguous acres within the corporate limits of the City; and

WHEREAS, on _____, the City Council, approved Ordinance No. _____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the real property located with the District, the Assessment Ordinance being recorded on _____, as Instrument No. _____ in the official public records of Maverick County, Texas; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") and further imposed a lien to secure the payment of the Lien Amount (the "Lien") against the following property located within the District, to wit:

EXHIBIT K-1 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1 BONDS

[to be provided at final pricing.]

EXHIBIT K-2 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #2 BONDS

[to be provided at final pricing.]

EXHIBIT L-1 – DISTRICT LEGAL DESCRIPTION

DESCRIPTION OF PROPERTY

FIELD NOTES FOR A 460.95 ACRES BOUNDARY SURVEY COMPLETED ON AUGUST 19, 2021

Being 460.95 acres located in the following original surveys

Original Grantee	Survey	Abstract	Ostensible Acres
S.S. Sanders	25	825	87.43
S. S. Sanders	26	826	373.52
		Total Acres	460.95

located in Maverick County, Texas and part of the remainder of tracts described in conveyance documents to M-Q Angus Ranch, Inc. recorded in Volume 138, Pages 7-et seq., Volume 138, Pages 24/-et seq., and Volume 138, Pages 252-et seq., of the Maverick County Deed Records, Maverick County, Texas and more particularly described by metes and bounds as follows: (The bearings and distances shown herein conform to the Texas Coordinate System, North American Datum 1983, Texas South Central Zone.) (All corners called for as being set are marked on the ground with $\frac{1}{2}$ inch steel stakes with plastic identification caps stamped "DIRKSEN/6260" attached unless otherwise noted or shown.)

BEGINNING at a steel stake set (N 13430223.04, E 1502119.91) in the southwest intersection of El Indio Highway with Texas State Loop 480 for a northeast corner of the herein described tract;

THENCE With the north line of Texas State Loop 480, an access denial line and generally with fence for the following ten (10) calls;

1. S 00°56'02" W, 70.17 feet to a found right of way monument;
2. S 46°22'46" W, 716.39 feet to a found right of way monument;
3. Southwesterly with a curve to the left, having a radius of 2892.29 feet, an arc length of 617.46 feet, a chord bearing S40°15'49"W, chord length 616.29 feet to a found right of way monument;
4. Southwesterly with a curve to the right, having a radius of 1200.00 feet, an arc length of 428.70 feet, a chord bearing S44°22'56"W, chord length 426.42 feet to steel stake set;
5. Southwesterly with a curve to the right, having a radius of 1852.22 feet, an arc length of 1218.46 feet, a chord bearing S73°27'45"W, chord length 1196.61 feet, at an arc length of 928.32 feet passing a found right of way monument at the end of said access denial line, at an arc distance of 1022.48 passing a steel stake found at the beginning of an access denial line and continuing to steel stake found;
6. N 87°41'31" W, 2274.76 feet to a steel stake set;
7. Southwesterly with a curve to the left, having a radius of 3029.78 feet, an arc length of 1612.38 feet, a chord bearing S77°03'44"W, chord length 1593.42 feet, at an arc length of 475.60 feet passing a steel stake set at the end of said access denial line, at an arc distance

- of 614.62 feet passing a steel stake set at the beginning of an access denial line and continuing to a found right of way monument;
8. S 61°49'00" W, 1775.64 feet, at 153.92 feet passing a steel stake set at the end of said access denial line, at 236.72 feet passing a steel stake set at the beginning of an access denial line and continuing to a found steel stake;
 9. Southwesterly with a curve to the right, having a radius of 2799.79 feet, an arc length of 1377.19 feet, a chord bearing S75°54'30"W, chord length 1363.35 feet to a found right of way monument;
 10. S 90°00'00" W, 775.66 feet, at 719.22 feet passing a steel stake set at the beginning of an access denial line and continuing to a steel stake set in the southeast line of a 30.095 acres tract described in conveyance document to Leonard Pecan Farm, LLC recorded in Document Number 219885 of the Maverick County Official Public Records for the southwest corner of the herein described tract;

THENCE N 45°14'02" E, 8659.58 feet with the southeast line of said 30.095 acres tract, the southeast line of Block 7 of the La Herradura Subdivision recorded on Envelope 145, Side B, the southeast line of Block 6 of the Eagle Heights Subdivision Unit Number 1 recorded on Envelope 129, Side B, the southeast line of Block 6 of the Eagle Heights Subdivision Unit Number 2 recorded on Envelope 131, Side B, the southeast line of Block 1 and Block 2 of the Las Brisas Subdivision recorded on Envelope 83, Side A, the southeast line of Los Jardines Verdes Ranchettes Subdivision recorded on Envelope 69, Side A of the Maverick County Plat Records, and the southeast line of a 3.28 acres tract described in Tract 1 of conveyance document to South Texas Border Investment Properties, LLC recorded in Volume 1735, Pages 359-et seq., to a steel stake set at a southwest corner of a 21.40 acres tract described in conveyance document to Nosbil, Inc. recorded in Volume 1421, Pages 453-et seq. for the north corner of the herein described tract;

THENCE With the west line of said 21.40 acres tract for the following five (5) calls;

1. S 48°40'32" E, 40.89 feet to a steel stake set;
2. S 24°53'45" E, 436.80 feet to a steel stake set;
3. S 01°44'15" W, 270.00 feet to a steel stake set;
4. S 16°45'45" E, 386.00 feet to a steel stake set;
5. S 13°45'45" E 269.00 feet to a steel stake set at an angle point in the west line of a 70.87 acres tract described in conveyance document to De Los Santos Children Trust recorded in Volume 426, Pages 189-et seq.;

THENCE With the west line of said 70.87 acres tract for the following nineteen (20) calls;

1. S 27°36'39" E, 12.41 feet to a point;
2. S 01°48'28" E, 140.33 feet to a point;
3. S 11°43'58" W, 69.72 feet to a point;
4. S 51°05'33" W, 43.31 feet to a point;
5. S 01°00'27" E, 305.21 feet to a point;
6. S 15°35'14" E, 165.21 feet to a point;
7. S 07°29'42" E, 323.49 feet to a point;
8. S 66°54'45" E, 433.85 feet to a point;
9. S 37°06'25" E, 370.52 feet to a point;

10. S 66°50'47" E, 68.17 feet to a point;
11. S 00°26'17" W, 196.22 feet to a point;
12. S 40°19'18" E, 185.32 feet to a point;
13. S 18°59'45" E, 114.46 feet to a point;
14. S 66°49'04" E, 56.96 feet to a point;
15. N 80°30'08" E, 286.76 feet to a point;
16. S 66°05'03" E, 35.58 feet to a point;
17. N 82°23'36" E, 36.08 feet to a point;
18. N 38°22'05" E, 104.01 feet to a point;
19. N 55°48'11" E, 52.05 feet to a point;
20. S 73°28'27" E, 122.52 feet to a point in the west line of a 38.79 acres tract described in conveyance document to the United States of America recorded in Volume 362, Pages 488-et seq, of the Maverick County Official Public Records;

THENCE With the west and south line of said 38.79 acres tract for the following six (6) calls;

1. S 52°24'52" E, 49.48 feet to a point;
2. S 17°01'27" W, 68.35 feet to a point;
3. S 15°25'09" E, 56.59 feet to a point;
4. S 10°20'35" W, 80.04 feet to a point;
5. S 24°08'02" E, 46.13 feet to a steel stake set;
6. N 41°58'31" E, 1612.92 feet to a point to a steel stake found in the west right of way line of El Indio Highway for a northeast corner of the herein described tract;

THENCE S 43°53'52" E, 982.51 feet to the **POINT OF BEGINNING** containing 460.95 acres of land within the herein described boundary as surveyed by Dirksen Engineering on August 19, 2021.

EXHIBIT L-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

LEGAL DESCRIPTION OF	
EMPIRE INDUSTRIAL PARK - PHASE I	
A 188.26 ACRE TRACT BEYER JUNFIN LLC EAGLE PASS, TEXAS MAVERICK COUNTY	
BEING A 188.26 ACRE TRACT OF LAND, MORE OR LESS, BEING A PORTION OF A CALLED 480.95 ACRE TRACT, DESCRIBED IN EXHIBIT "B" ON DOCUMENT NUMBER 2113541, OFFICIAL PUBLIC RECORDS OF MAVERICK COUNTY, TEXAS, BEING SITUATED IN SURVEY 28, ABSTRACT 826, S.S. SANDERS, ORIGINAL GRANTEE, MAVERICK COUNTY, TEXAS, AND ALSO SURVEY 25, ABSTRACT 825, S.S. SANDERS, ORIGINAL GRANTEE, MAVERICK COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:	
COMMENCING AT A FOUND TxDOT MONUMENT, BEING THE SOUTHERN CORNER CLIP OF THE NORTHEAST CORNER OF A CALLED 480.95 ACRE TRACT, DESCRIBED IN EXHIBIT "B" ON DOCUMENT NUMBER 2113541, OFFICIAL PUBLIC RECORDS OF MAVERICK COUNTY, TEXAS, THENCE S 62° 24' 44" W A DISTANCE OF 3,418.15 FEET TO A SET IRON ROD WITH ORANGE CAP, (N: 13428568.9026', E: 1499089.2500') BEGIN A POINT ON THE NORTHERN RIGHT-OF-WAY LINE OF LOOP 480, AND A POINT ON THE EASTERN BOUNDARY LINE OF SAID 480.95 ACRE TRACT, AND ALSO BEING THE POINT OF BEGINNING AND THE NORTHEAST CORNER HEREOF;	
THENCE	N 87° 41' 31" W A DISTANCE OF 1,606.99 FEET ALONG THE NORTHERN RIGHT-OF-WAY LINE OF LOOP 480, AND THE EASTERN BOUNDARY LINE OF SAID 480.95 ACRE TRACT TO A SET IRON ROD WITH RED CAP, BEING BEING A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 3,029.78 FEET, A LONG CHORD WITH DISTANCE OF 1,593.42 FEET WITH A BEARING OF S 77° 03' 46" W ;
THENCE	CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF LOOP 480, AND THE EASTERN BOUNDARY LINE OF SAID 480.95 ACRE TRACT, AND ALONG SAID CURVE TO THE LEFT A DISTANCE OF 1,612.38 FEET, TO A SET IRON ROD WITH ORANGE CAP, BEING A POINT OF DEFLECTION HEREOF;
THENCE	S 61° 49' 00" W A DISTANCE OF 944.27 FEET ALONG THE NORTHERN RIGHT-OF-WAY LINE OF LOOP 480, AND THE EASTERN BOUNDARY LINE OF SAID 480.95 ACRE TRACT TO A SET IRON ROD WITH ORANGE CAP, BEING THE SOUTHEAST CORNER HEREOF;
THENCE	N 16° 49' 00" W A DISTANCE OF 70.71 FEET OVER AND ACROSS SAID 480.95 ACRE TRACT, TO A SET IRON ROD WITH ORANGE CAP, BEING A POINT OF DEFLECTION HEREOF;
THENCE	N 28° 11' 00" W A DISTANCE OF 319.97 FEET TO A SET IRON ROD WITH ORANGE CAP, BEING BEING A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 460.00 FEET, A LONG CHORD WITH DISTANCE OF 283.52 FEET WITH A BEARING OF N 10° 14' 03" W ;
THENCE	ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 288.21 FEET, TO A SET IRON ROD WITH ORANGE CAP, BEING A POINT OF DEFLECTION HEREOF;
THENCE	N 44° 45' 58" W A DISTANCE OF 905.15 FEET TO A SET IRON ROD WITH ORANGE CAP, BEING A POINT ON THE NORTHWESTERN BOUNDARY LINE OF SAID 480.95 ACRE TRACT, AND THE SOUTHEASTERN BOUNDARY LINE OF LAS BRISAS SUBDIVISION RECORDED IN ENVELOPE 83, SLIDE A, MAVERICK COUNTY PLAT RECORDS, MAVERICK COUNTY, TEXAS, AND ALSO BEING THE SOUTHWEST CORNER HEREOF;
THENCE	N 45° 14' 02" E A DISTANCE OF 2,909.56 FEET ALONG THE NORTHWESTERN BOUNDARY LINE OF SAID 480.95 ACRE TRACT, TO A SET IRON ROD WITH ORANGE CAP, BEING THE NORTHWEST CORNER HEREOF;
THENCE	S 44° 45' 58" E A DISTANCE OF 810.00 FEET OVER AND ACROSS SAID 480.95 ACRE TRACT, TO A SET IRON ROD WITH ORANGE CAP, BEING AN INTERIOR CORNER HEREOF;
THENCE	N 45° 14' 02" E A DISTANCE OF 9.80 FEET TO A SET IRON ROD WITH ORANGE CAP, BEING BEING A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 445.00 FEET, A LONG CHORD WITH DISTANCE OF 629.33 FEET WITH A BEARING OF S 89° 45' 58" E ;
THENCE	ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 699.00 FEET, TO A SET IRON ROD WITH ORANGE CAP, BEING A POINT OF DEFLECTION HEREOF;
THENCE	S 44° 45' 58" E A DISTANCE OF 1,051.65 FEET TO A SET IRON ROD WITH ORANGE CAP, BEING BEING A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 460.00 FEET, A LONG CHORD WITH DISTANCE OF 367.40 FEET WITH A BEARING OF S 21° 13' 45" E ;
THENCE	ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 377.94 FEET, TO A SET IRON ROD WITH ORANGE CAP, BEING A POINT OF DEFLECTION HEREOF;

SHEET: 1 OF 2

LEGAL DESCRIPTION OF

EMPIRE INDUSTRIAL PARK - PHASE I

A 188.26 ACRE TRACT
BEYER JUNFIN LLC
EAGLE PASS, TEXAS
MAVERICK COUNTY

THENCE S 02° 18' 29" W A DISTANCE OF 118.33 FEET TO A SET IRON ROD WITH ORANGE CAP, BEING AN INTERIOR CORNER AND POINT OF DEFLECTION HEREOF;

THENCE S 42° 41' 31" E A DISTANCE OF 84.85 FEET TO A SET IRON ROD WITH ORANGE CAP, BEING A POINT OF DEFLECTION HEREOF;

THENCE S 87° 41' 31" E A DISTANCE OF 1,231.56 FEET TO A SET IRON ROD WITH ORANGE CAP, BEING A POINT OF DEFLECTION HEREOF;

THENCE N 40° 35' 59" E A DISTANCE OF 33.97 FEET TO A SET IRON ROD WITH ORANGE CAP; BEING BEING A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A LONG CHORD WITH DISTANCE OF 130.52 FEET WITH A BEARING OF S 00° 08' 11" E;

THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 486.12 FEET, TO A SET IRON ROD WITH ORANGE CAP; BEING A POINT OF DEFLECTION HEREOF;

THENCE N 40° 52' 21" W A DISTANCE OF 18.83 FEET TO A SET IRON ROD WITH ORANGE CAP, BEING A POINT OF DEFLECTION HEREOF;

THENCE N 87° 41' 31" W A DISTANCE OF 605.29 FEET TO A SET IRON ROD WITH ORANGE CAP, BEING AN INTERIOR CORNER AND A POINT OF DEFLECTION HEREOF;

THENCE S 02° 18' 29" W A DISTANCE OF 626.65 FEET TO THE POINT OF BEGINNING OF THIS 188.26 ACRE TRACT, MORE OR LESS.

STATE OF TEXAS
COUNTY OF WEBB:

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY DESCRIPTION IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.

FRANCISCO RAMOS, R.P.L.S. No. 6573

DATE

SHEET: 2 OF 2

C:\Users\Francisco\OneDrive - Ramo Engineering, PLLC\Projects\11-2242201-03 Eagle Industrial Park - Survey\02 - Plan Production\legdes

EXHIBIT L-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

LEGAL DESCRIPTION OF

**A 37.81 ACRE TRACT
BEYER JUNFIN LLC
EAGLE PASS, TEXAS
MAVERICK COUNTY**

BEING A 37.81 ACRE TRACT OF LAND, MORE OR LESS, BEING A PORTION OF A CALLED 460.95 ACRE TRACT, DESCRIBED IN EXHIBIT "B" ON DOCUMENT NUMBER 2113541, OFFICIAL PUBLIC RECORDS OF MAVERICK COUNTY, TEXAS, BEING SITUATED IN SURVEY 26, ABSTRACT 626, S.S. SANDERS, ORIGINAL GRANTEE, MAVERICK COUNTY, TEXAS, AND ALSO SURVEY 25, ABSTRACT 625, S.S. SANDERS, ORIGINAL GRANTEE, MAVERICK COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND TxDOT MONUMENT, BEING THE SOUTHERN CORNER CLIP OF THE NORTHEAST CORNER OF A CALLED 460.95 ACRE TRACT, DESCRIBED IN EXHIBIT "B" ON DOCUMENT NUMBER 2113541, OFFICIAL PUBLIC RECORDS OF MAVERICK COUNTY, TEXAS, BEING THE **POINT OF BEGINNING** AND THE NORTHEAST CORNER HEREOF;

THENCE **S 46° 22' 46" W** A DISTANCE OF **716.39 FEET** ALONG THE NORTHERN RIGHT-OF-LINE OF LOOP 480, AND THE EASTERN BOUNDARY LINE OF SAID 460.95 ACRE TRACT TO FOUND TxDOT MONUMENT, BEING A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF **2,892.29 FEET**, A LONG CHORD WITH DISTANCE OF **616.29 FEET** WITH A BEARING OF **S 40° 15' 49" W**;

THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF LOOP 480, AND THE EASTERN BOUNDARY LINE OF SAID 460.95 ACRE TRACT, AND ALONG SAID CURVE TO THE LEFT A DISTANCE OF **617.46 FEET**, TO A FOUND IRON ROD, BEING A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF **1,200.00 FEET**, A LONG CHORD WITH DISTANCE OF **414.39 FEET** WITH A BEARING OF **S 44° 05' 26" W**;

THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF LOOP 480, AND THE EASTERN BOUNDARY LINE OF SAID 460.95 ACRE TRACT, AND ALONG SAID CURVE TO THE RIGHT A DISTANCE OF **416.47 FEET**, TO A SET 1/2" IRON ROD WITH PINK CAP, BEING THE SOUTHWEST POINT HEREOF;

THENCE OVER AND ACROSS SAID 460.95 ACRE TRACT ALONG THE FOLLOWING CALLS AND DISTANCES TO SET IRON RODS WITH PINK CAPS:

N 51° 56' 08" W A DISTANCE OF **79.51 FEET**
N 24° 40' 02" W A DISTANCE OF **175.20 FEET**
N 15° 47' 31" W A DISTANCE OF **382.38 FEET**
N 52° 43' 17" W A DISTANCE OF **363.43 FEET**

THENCE **N 07° 15' 17" W** A DISTANCE OF **63.80 FEET**, TO A SET 1/2" IRON ROD WITH PINK CAP, BEING A POINT ON THE NORTHWESTERN BOUNDARY LINE OF SAID 460.95 ACRE TRACT, AND THE NORTHWEST CORNER HEREOF;

THENCE **N 41° 58' 31" E** A DISTANCE OF **1,588.19 FEET**, ALONG THE NORTHWESTERN BOUNDARY LINE OF SAID 460.95 ACRE TRACT, TO A SET 1/2" IRON ROD WITH PINK CAP, BEING A POINT ON THE NORTHEAST BOUNDARY LINE OF SAID 460.95 ACRE TRACT, AND A POINT ON THE WEST RIGHT-OF-WAY OF EL INDIO HIGHWAY, AND ALSO BEING THE NORTHEAST CORNER HEREOF;

THENCE **S 43° 53' 42" E** A DISTANCE OF **982.52 FEET** ALONG THE WEST RIGHT-OF-WAY OF EL INDIO HIGHWAY AND THE NORTHEASTERN BOUNDARY LINE OF SAID 460.95 ACRE TRACT, TO A CORNER POST BEING THE SOUTHWEST INTERSECTION OF EL INDIO HIGHWAY AND STATE LOOP 480, BEGIN THE NORTHEAST CORNER HEREOF;

THENCE **S 00° 56' 02" W** A DISTANCE OF **70.17 FEET**, TO THE POINT OF BEGINNING OF THIS 37.81 ACRE TRACT, MORE OR LESS,

STATE OF TEXAS
COUNTY OF WEBB:

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY DESCRIPTION IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION,

FRANCISCO RAMOS, R.P.L.S. No. 6573

SHEET: 2 OF 1

* Check for the correct use of Surveying, R.L.S. No. 6573, 2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-2799-2800-2801-2802-2803-2804-2805-2806-2807-2808-2809-2810-2811-2812-2813-2814-2815-2816-2817-2818-2819-2820-2821-2822-2823-2824-2825-2826-2827-2828-2829-2830-2831-2832-2833-2834-2835-2836-2837-2838-2839-2840-2841-2842-2843-2844-2845-2846-2847-2848-2849-2850-2851-2852-2853-2854-2855-2856-2857-2858-2859-2860-2861-2862-2863-2864-2865-2866-2867-2868-2869-2870-2871-2872-2873-2874-2875-2876-2877-2878-2879-2880-2881-2882-2883-2884-2885-2886-2887-2888-2889-2890-2891-2892-2893-2894-2895-2896-2897-2898-2899-2900-2901-2902-2903-2904-2905-2906-2907-2908-2909-2910-2911-2912-2913-2914-2915-2916-2917-2918-2919-2920-2921-2922-2923-2924-2925-2926-2927-2928-2929-2930-2931-2932-2933-2934-2935-2936-2937-2938-2939-2940-2941-2942-2943-2944-2945-2946-2947-2948-2949-2950-2951-2952-2953-2954-2955-2956-2957-2958-2959-2960-2961-2962-2963-2964-2965-2966-2967-2968-2969-2970-2971-2972-2973-2974-2975-2976-2977-2978-2979-2980-2981-2982-2983-2984-2985-2986-2987-2988-2989-2990-2991-2992-2993-2994-2995-2996-2997-2998-2999-3000-3001-3002-3003-3004-3005-3006-3007-3008-3009-3010-3011-3012-3013-3014-3015-3016-3017-3018-3019-3020-3021-3022-3023-3024-3025-3026-3027-3028-3029-3030-3031-3032-3033-3034-3035-3036-3037-3038-3039-3040-3041-3042-3043-3044-3045-3046-3047-3048-3049-3050-3051-3052-3053-3054-3055-3056-3057-3058-3059-3060-3061-3062-3063-3064-3065-3066-3067-3068-3069-3070-3071-3072-3073-3074-3075-3076-3077-3078-3079-3080-3081-3082-3083-3084-3085-3086-3087-3088-3089-3090-3091-3092-3093-3094-3095-3096-3097-3098-3099-3100-3101-3102-3103-3104-3105-3106-3107-3108-3109-3110-3111-3112-3113-3114-3115-3116-3117-3118-3119-3120-3121-3122-3123-3124-3125-3126-3127-3128-3129-3130-3131-3132-3133-3134-3135-3136-3137-3138-3139-3140-3141-3142-3143-3144-3145-3146-3147-3148-3149-3150-3151-3152-3153-3154-3155-3156-3157-3158-3159-3160-3161-3162-3163-3164-3165-3166-3167-3168-3169-3170-3171-3172-3173-3174-3175-3176-3177-3178-3179-3180-3181-3182-3183-3184-3185-3186-3187-3188-3189-3190-3191-3192-3193-3194-3195-3196-3197-3198-3199-3200-3201-3202-3203-3204-3205-3206-3207-3208-3209-3210-3211-3212-3213-3214-3215-3216-3217-3218-3219-3220-3221-3222-3223-3224-3225-3226-3227-3228-3229-3230-3231-3232-3233-3234-3235-3236-3237-3238-3239-3240-3241-3242-3243-3244-3245-3246-3247-3248-3249-3250-3251-3252-3253-3254-3255-3256-3257-3258-3259-3260-3261-3262-3263-3264-3265-3266-3267-3268-3269-3270-3271-3272-3273-3274-3275-3276-3277-3278-3279-3280-3281-3282-3283-3284-3285-3286-3287-3288-3289-3290-3291-3292-3293-3294-3295-3296-3297-3298-3299-3300-3301-3302-3303-3304-3305-3306-3307-3308-3309-3310-3311-3312-3313-3314-3315-3316-3317-3318-3319-3320-3321-3322-3323-3324-3325-3326-3327-3328-3329-3330-3331-3332-3333-3334-3335-3336-3337-3338-3339-3340-3341-3342-3343-3344-3345-3346-3347-3348-3349-3350-3351-3352-3353-3354-3355-3356-3357-3358-3359-3360-3361-3362-3363-3364-3365-3366-3367-3368-3369-3370-3371-3372-3373-3374-3375-3376-3377-3378-3379-3380-3381-3382-3383-3384-3385-3386-3387-3388-3389-3390-3391-3392-3393-3394-3395-3396-3397-3398-3399-3400-3401-3402-3403-3404-3405-3406-3407-3408-3409-3410-3411-3412-3413-3414-3415-3416-3417-3418-3419-3420-3421-3422-3423-3424-3425-3426-3427-3428-3429-3430-3431-3432-3433-3434-3435-3436-3437-3438-3439-3440-3441-3442-3443-3444-3445-3446-3447-3448-3449-3450-3451-3452-3453-3454-3455-3456-3457-3458-3459-3460-3461-3462-3463-3464-3465-3466-3467-3468-3469-3470-3471-3472-3473-3474-3475-3476-3477-3478-3479-3480-3481-3482-3483-3484-3485-3486-3487-3488-3489-3490-3491-3492-3493-3494-3495-3496-3497-3498-3499-3500-3501-3502-3503-3504-3505-3506-3507-3508-3509-3510-3511-3512-3513-3514-3515-3516-3517-3518-3519-3520-3521-3522-3523-3524-3525-3526-3527-3528-3529-3530-3531-3532-3533-3534-3535-3536-3537-3538-3539-3540-3541-3542-3543-3544-3545-3546-3547-3548-3549-3550-3551-3552-3553-3554-3555-3556-3557-3558-3559-3560-3561-3562-3563-3564-3565-3566-3567-3568-3569-3570-3571-3572-3573-3574-3575-3576-3577-3578-3579-3580-3581-3582-3583-3584-3585-3586-3587-3588-3589-3590-3591-3592-3593-3594-3595-3596-3597-3598-3599-3600-3601-3602-3603-3604-3605-3606-3607-3608-3609-3610-3611-3612-3613-3614-3615-3616-3617-3618-3619-3620-3621-3622-3623-3624-3625-3626-3627-3628-3629-3630-3631-3632-3633-3634-3635-3636-3637-3638-3639-3640-3641-3642-3643-3644-3645-3646-3647-3648-3649-3650-3651-3652-3653-3654-3655-3656-3657-3658-3659-3660-3661-3662-3663-3664-3665-3666-3667-3668-3669-3670-3671-3672-3673-3674-3675-3676-3677-3678-3679-3680-3681-3682-3683-3684-3685-3686-3687-3688-3689-3690-3691-3692-3693-3694-3695-3696-3697-3698-3699-3700-3701-3702-3703-3704-3705-3706-3707-3708-3709-3710-3711-3712-3713-3714-3715-3716-3717-3718-3719-3720-3721-3722-3723-3724-3725-3726-3727-3728-3729-3730-3731-3732-3733-3734-3735-3736-3737-3738-3739-3740-3741-3742-3743-3744-3745-3746-3747-3748-3749-3750-3751-3752-3753-3754-3755-3756-3757-3758-3759-3760-3761-3762-3763-3764-3765-3766-3767-3768-3769-3770-3771-3772-3773-3774-3775-3776-3777-3778-3779-3780-3781-3782-3783-3784-3785-3786-3787-3788-3789-3790-3791-3792-3793-3794-3795-3796-3797-3798-3799-3800-3801-3802-3803-3804-3805-3806-3807-3808-3809-3810-3811-3812-3813-3814-3815-3816-3817-3818-3819-3820-3821-3822-3823-3824-3825-3826-3827-3828-3829-3830-3831-3832-3833-3834-3835-3836-3837-3838-3839-3840-3841-3842-3843-3844-3845-3846-3847-3848-3849-3850-3851-3852-3853-3854-3855-3856-3857-3858-3859-3860-3861-3862-3863-3864-3865-3866-3867-3868-3869-3870-3871-3872-3873-3874-3875-3876-3877-3878-3879-3880-3881-3882-3883-3884-3885-3886-3887-3888-3889-3890-3891-3892-3893-3894-3895-3896-3897-3898-3899-3900-3901-3902-3903-3904-3905-3906-3907-3908-3909-3910-3911-3912-3913-3914-3915-3916-3917-3918-3919-3920-3921-3922-3923-3924-3925-3926-3927-3928-3929-3930-3931-3932-3933-3934-3935-3936-3937-3938-3939-3940-3941-3942-3943-3944-3945-3946-3947-3948-3949-3950-3951-3952-3953-3954-3955-3956-3957-3958-3959-3960-3961-3962-3963-3964-3965-3966-3967-3968-3969-3970-3971-3972-3973-3974-3975-3976-3977-3978-3979-3980-3981-3982-3983-3984-3985-3986-3987-3988-3989-3990-3991-3992-3993-3994-3995-3996-3997-3998-3999-4000-4001-4002-4003-4004-4005-4006-4007-4008-4009-4010-4011-4012-4013-4014-4015-4016-4017-4018-4019-4020-4021-4022-4023-4024-4025-4026-4027-4028-4029-4030-4031-4032-4033-4034-4035-4036-4037-4038-4039-4040-4041-4042-4

EXHIBIT L-5 – IMPROVEMENT AREA #4 LEGAL DESCRIPTION

LEGAL DESCRIPTION OF

A 172.24 ACRE TRACT
BEYER JUNFIN LLC
EAGLE PASS, TEXAS
MAVERICK COUNTY

BEING A 172.24 ACRE TRACT OF LAND, MORE OR LESS, BEING A PORTION OF A CALLED 460.95 ACRE TRACT, DESCRIBED IN EXHIBIT "B" ON DOCUMENT NUMBER 2113541, OFFICIAL PUBLIC RECORDS OF MAVERICK COUNTY, TEXAS, BEING SITUATED IN SURVEY 28, ABSTRACT 826, S.S. SANDERS, ORIGINAL GRANTEE, MAVERICK COUNTY, TEXAS, AND ALSO SURVEY 25, ABSTRACT 825, S.S. SANDERS, ORIGINAL GRANTEE, MAVERICK COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND TxDOT MONUMENT, BEING THE SOUTHERN CORNER CLIP OF THE NORTHEAST CORNER OF A CALLED 460.95 ACRE TRACT, DESCRIBED IN EXHIBIT "B" ON DOCUMENT NUMBER 2113541, OFFICIAL PUBLIC RECORDS OF MAVERICK COUNTY, TEXAS, THENCE $S 43^{\circ} 40' 46'' W$ A DISTANCE OF 1,745.17 FEET TO A SET IRON ROD WITH PINK CAP, (N: 13428890.7445', E: 1500913.5124') BEGIN A POINT ON THE NORTHERN RIGHT-OF-WAY LINE OF LOOP 480, AND A POINT ON THE EASTERN BOUNDARY LINE OF SAID 460.95 ACRE TRACT, AND ALSO BEING A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,200.00 FEET, A LONG CHORD WITH DISTANCE OF 12.22 FEET WITH A BEARING OF $S 54^{\circ} 19' 29'' W$, ALSO BEING THE POINT OF BEGINNING AND THE NORTHEAST CORNER HEREOF;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF LOOP 480, AND THE EASTERN BOUNDARY LINE OF SAID 460.95 ACRE TRACT, AND ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 12.22 FEET, TO A SET 1/2" IRON ROD WITH PINK CAP, BEING A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,852.22 FEET, A LONG CHORD WITH DISTANCE OF 1,196.61 FEET WITH A BEARING OF $S 73^{\circ} 27' 45'' W$;

THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF LOOP 480, AND THE EASTERN BOUNDARY LINE OF SAID 460.95 ACRE TRACT, AND ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 1,218.46 FEET, TO A SET IRON ROD WITH PINK CAP, BEING A POINT OF DEFLECTION HEREOF;

THENCE $N 87^{\circ} 41' 31'' W$ A DISTANCE OF 677.77 FEET ALONG THE NORTHERN RIGHT-OF-WAY LINE OF LOOP 480, AND THE EASTERN BOUNDARY LINE OF SAID 460.95 ACRE TRACT TO A SET IRON ROD WITH PINK CAP, BEING THE SOUTHWEST CORNER HEREOF;

THENCE $N 02^{\circ} 18' 29'' E$ A DISTANCE OF 626.65 FEET TO A SET IRON ROD WITH PINK CAP, BEING AN INTERIOR CORNER AND A POINT OF DEFLECTION HEREOF;

THENCE $S 87^{\circ} 41' 31'' E$ A DISTANCE OF 605.29 FEET TO A SET IRON ROD WITH PINK CAP, BEING AN INTERIOR CORNER AND A POINT OF DEFLECTION HEREOF;

THENCE $S 40^{\circ} 52' 21'' E$ A DISTANCE OF 18.83 FEET TO A SET IRON ROD WITH PINK CAP, BEING A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A LONG CHORD WITH DISTANCE OF 130.52 FEET WITH A BEARING OF $N 00^{\circ} 08' 11'' W$;

THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 486.12 FEET, TO A SET IRON ROD WITH PINK CAP, BEING A POINT OF DEFLECTION HEREOF;

THENCE $S 40^{\circ} 35' 59'' W$ A DISTANCE OF 33.97 FEET TO A SET IRON ROD WITH PINK CAP, BEING A POINT OF DEFLECTION HEREOF;

THENCE $N 87^{\circ} 41' 31'' W$ A DISTANCE OF 1,231.56 FEET TO A SET IRON ROD WITH PINK CAP, BEING A POINT OF DEFLECTION HEREOF;

THENCE $N 42^{\circ} 41' 31'' W$ A DISTANCE OF 84.85 FEET TO A SET IRON ROD WITH PINK CAP, BEING A POINT OF DEFLECTION HEREOF;

THENCE $N 02^{\circ} 18' 29'' E$ A DISTANCE OF 118.33 FEET TO A SET IRON ROD WITH PINK CAP, BEING A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET, A LONG CHORD WITH DISTANCE OF 367.40 FEET WITH A BEARING OF $N 21^{\circ} 13' 45'' W$;

THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 377.94 FEET, TO A SET IRON ROD WITH PINK CAP, BEING A POINT OF DEFLECTION HEREOF;

THENCE $N 44^{\circ} 45' 58'' W$ A DISTANCE OF 1,051.65 FEET TO A SET IRON ROD WITH PINK CAP, BEING A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 445.00 FEET, A LONG CHORD WITH DISTANCE OF 629.33 FEET WITH A BEARING OF $N 89^{\circ} 45' 58'' W$;

THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 699.00 FEET, TO A SET IRON ROD WITH PINK CAP, BEING A POINT OF DEFLECTION HEREOF;

THENCE $S 45^{\circ} 14' 02'' W$ A DISTANCE OF 9.80 FEET TO A SET IRON ROD WITH PINK CAP;

THENCE $N 44^{\circ} 45' 58'' W$ A DISTANCE OF 810.00 FEET, TO A SET IRON ROD WITH PINK CAP, BEING A POINT ON THE NORTHWESTERN BOUNDARY LINE OF SAID 460.95 ACRE TRACT, AND THE SOUTHEASTERN BOUNDARY LINE OF LAS BRISAS SUBDIVISION RECORDED IN ENVELOPE 83, SLIDE A, MAVERICK COUNTY PLAT RECORDS, MAVERICK COUNTY, TEXAS, AND ALSO BEING THE SOUTHWEST CORNER HEREOF;

THENCE $N 45^{\circ} 14' 02'' E$ A DISTANCE OF 2,915.71 FEET, ALONG THE NORTHWESTERN BOUNDARY LINE OF SAID 460.95 ACRE TRACT, TO A SET IRON ROD WITH PINK CAP, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO NOSBIL, INC., RECORDED IN DOCUMENT NO. 178037, MAVERICK COUNTY OFFICIAL PUBLIC RECORDS, MAVERICK COUNTY, TEXAS, AND BEGIN THE NORTHWEST CORNER OF SAID 460.95 ACRE TRACT, AND THE NORTHWEST CORNER HEREOF;

SHEET: 1 OF 2

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LEGAL DESCRIPTION OF

**A 172.24 ACRE TRACT
BEYER JUNFIN LLC
EAGLE PASS, TEXAS
MAVERICK COUNTY**

CONT...

THENCE ALONG THE NORTH BOUNDARY LINE OF SAID 460.95 ACRE TRACT ALONG THE FOLLOWING BEARINGS AND DISTANCES:

S 48° 40' 32" E A DISTANCE OF 40.89 FEET
S 24° 53' 45" E A DISTANCE OF 436.90 FEET
S 01° 44' 15" W A DISTANCE OF 270.00 FEET
S 16° 45' 45" E A DISTANCE OF 386.00 FEET
S 13° 45' 45" E A DISTANCE OF 269.00 FEET
S 27° 36' 38" E A DISTANCE OF 12.41 FEET
S 01° 48' 28" E A DISTANCE OF 140.33 FEET
S 11° 43' 58" W A DISTANCE OF 69.72 FEET
S 51° 05' 33" W A DISTANCE OF 43.31 FEET
S 01° 00' 27" E A DISTANCE OF 305.21 FEET
S 15° 35' 14" E A DISTANCE OF 165.21 FEET
S 07° 29' 42" E A DISTANCE OF 323.48 FEET
S 66° 54' 45" E A DISTANCE OF 433.95 FEET
S 37° 06' 25" E A DISTANCE OF 370.52 FEET
S 66° 50' 47" E A DISTANCE OF 68.17 FEET
S 00° 26' 17" W A DISTANCE OF 196.22 FEET
S 40° 19' 18" E A DISTANCE OF 185.32 FEET
S 18° 59' 45" E A DISTANCE OF 114.46 FEET
S 66° 49' 04" E A DISTANCE OF 56.46 FEET
N 80° 30' 08" E A DISTANCE OF 286.76 FEET
S 66° 05' 03" E A DISTANCE OF 35.58 FEET
N 82° 23' 36" E A DISTANCE OF 36.08 FEET
N 38° 22' 05" E A DISTANCE OF 104.01 FEET
N 55° 48' 11" E A DISTANCE OF 52.05 FEET
S 73° 29' 27" E A DISTANCE OF 122.52 FEET
S 52° 24' 52" E A DISTANCE OF 49.48 FEET
S 17° 01' 27" W A DISTANCE OF 68.35 FEET
S 15° 25' 09" E A DISTANCE OF 56.59 FEET
S 10° 20' 35" W A DISTANCE OF 80.04 FEET

THENCE S 24° 08' 02" E A DISTANCE OF 46.13 FEET TO A POINT BEING AN INTERIOR CORNER OF SAID 460.95 ACRE TRACT, AND BEING AN INTERIOR CORNER HEREOF;

THENCE N 41° 58' 31" E A DISTANCE OF 24.78 FEET, ALONG THE NORTHWESTERN BOUNDARY LINE OF SAID 460.95 ACRE TRACT, TO A SET 1/2" IRON ROD WITH PINK CAP, BEING A POINT OF DEFLECTION HEREOF;

THENCE OVER AND ACROSS SAID 460.95 ACRE TRACT ALONG THE FOLLOWING CALLS AND DISTANCES TO SET IRON RODS WITH PINK CAPS:

S 07° 15' 17" E A DISTANCE OF 63.80 FEET
S 52° 43' 17" E A DISTANCE OF 363.43 FEET
S 15° 47' 31" E A DISTANCE OF 382.38 FEET
S 24° 40' 02" E A DISTANCE OF 175.20 FEET

THENCE S 51° 56' 08" E A DISTANCE OF 79.51 FEET, TO THE POINT OF BEGINNING OF THIS 172.24 ACRE TRACT, MORE OR LESS.

STATE OF TEXAS
COUNTY OF WEBB:

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY DESCRIPTION IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION,

FRANCISCO RAMOS, R.P.L.S. No. 6673

DATE

SHEET: 2 OF 2

* C:\Users\Francisco.Ramos\Desktop\Projects\Engineering\Projects\2019\2019-001\Legal\Legal-M-Ram-June-2019-Final\Legal\Legal-M-Ram-June-2019-Final.dwg

APPENDIX A – ENGINEER’S REPORT

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**Eagle Pass Public Improvement District No. 1
Improvement Area #1
and Improvement Area #2
Engineering Report**

Eagle Pass, Texas

September 2025

Prepared by:



CIVIL – SURVEYING – CONSULTING
REGISTRATION NUMBER F-1901
9901 MCPHERSON AVENUE, SUITE 104
LAREDO, TEXAS, 78045
(956) 791-0405



**Eagle Pass Public Improvement District No. 1
Improvement Area #1 and Improvement Area #2
Located Northwest Quadrant of Lp.480 and Hwy 1021,
Eagle Pass, TX**

PROJECT OVERVIEW

This Engineering Report has been prepared for the two improvement areas under development for Empire Industrial Park in Eagle Pass, Texas. This masterplan includes four improvement areas for a total of 460.95 acres. The industrial park is in the City of Eagle Pass, Maverick County, Texas. The property borders Texas Loop 480 right-of-way to the south, Farm to Market Road 1021 (El Indio Highway) right-of-way to the northeast, and several Maverick County Colonias including La Herradura Subdivision, Eagle Heights Subdivision, Las Brisas Subdivision and Los Jardines Verdes to the northwest. The primary use of the land will be light industrial and commercial. See Appendix 1 for the current Master Plan including Improvement Area #1 and Improvement Area #2.

ZONING

The proposed land use and zoning for Improvement Area #1 and Improvement Area #2 is industrial and commercial.

DEVELOPMENT IMPROVEMENTS

All improvements are and will be designed to be constructed in accordance with the latest edition of the City of Eagle Pass Development Code. The proposed improvements will include streets, drainage, and utilities. The streets will be concrete. The wastewater system includes the relocation of an 18" sewer trunk line, mains and services, and a lift station. Water improvements include mains and services for potable drinking water and fire protection. Storm Drain improvements include open earthen channels and culverts, an underground storm system with area and curb inlets, concrete drainage pipes, outfall headwalls, and erosion protection systems for conveyance of storm water runoff towards the creek.

ZONE ROAD PAVING / TRAFFIC IMPROVEMENTS

Roadway improvements in the development areas will meet the City of Eagle Pass Construction Standards. The length of proposed roadways in areas within Zone Improvements is approximately 6,444 feet. The primary access to Improvement Area #1, Improvement Area #3 and Improvement Area #4 consists of Empire Park Drive, with an interior loop connecting twice to Loop 480.

The entrances will be provided with deceleration and acceleration lanes as required by TXDOT Roadway Design Manual. The construction of the roadway will consist of concrete pavement, concrete curb & gutter related earthwork, traffic control, street signage, street lighting, and pavement striping.

ZONE WASTEWATER IMPROVEMENTS

Wastewater improvements consist of the construction of 3,694 LF of 18" sewer line. Zone Improvements consists of rerouting the 18" sewer line through the ROW. Sewer services will be provided by connecting services to the proposed 18" sewer line. These sewer lines will be part of the Eagle Pass Water & Wastewater System.

ZONE WATER IMPROVEMENTS

Water improvements for Zone Improvements will consist of the construction of a 12" water line approximately 11,645 LF along with water services, fire hydrants and a 8" water line for fire protection. The proposed water lines will include the installation of services to each lot.

STORM WATER POLLUTION PREVENTION PLAN

Construction activities will comply with City of Eagle Pass codes, erosion control measures will include providing silt fence along construction boundaries and in areas where natural vegetation has not cultivated enough to prevent erosion of the surrounding soil. Construction entrances and wash pits will be utilized to prevent or minimize construction debris.

IMPROVEMENT AREA #1

The storm water runoff within this development will run towards the existing floodplain outside the plat boundary. The majority of the runoff on Improvement Area #1 will be conveyed through earthen channels, with culvert crossings on the roads. A hydrologic analysis (timing study) was conducted and it was determined that a detention pond will be not be required for the entire of this development.

IMPROVEMENT AREA #2

Roadway improvements for Improvement Area #2 are approximately 1,382 feet. Improvement Area #2 is isolated and has direct access to Loop 480 and El Indio Hwy by an "L" shaped road. Wastewater improvements will connect to an existing 42" sewer line on Hwy 1021 by bore under Hwy 1021. The proposed 8" sanitary sewer line will run at the center of the proposed road. Sewer services will be provided by connecting services to the proposed 8" sewer line. These sewer lines will be part of the Eagle Pass Water & Wastewater System. Water improvements consist of an 8" water line that ties into an existing 8" water line

running parallel on Hwy 1021. The proposed water line will include the installation of services to each lot. The storm water runoff within this development will run towards the existing floodplain outside the plat boundary. Improvement Area #2 drains west via a storm drain line and an earthen channel on the north of this Area.

SHARED IMPROVEMENTS

Shared improvements are those that will benefit Improvement Area #1 and Improvement Area #4. Roadway improvements include a road, Kingdom St., approximately 1,580 feet. Water Utility improvements include approximately 1,580 feet of 12" water line that will service lots on Kingdom St. along with water services, fire hydrants, and fire lines. Sewer Utility improvements include the lift station, approximately 3,135 LF of 8" sewer line and 3,830 feet of 3" force main and wastewater services. The 8" sanitary sewer in this area will gravity flow to a lift station and then back to a manhole on the 18" sewer line.

DEVELOPMENT COSTS

The Probable Cost has been prepared for the improvements for the development. The shown probable costs were calculated separately into Improvement Area #1, Improvement Area #2, Zone Improvements and Shared Improvements. The project will be developed in four separate improvement areas. The following table includes each area.

Authorized Improvements				
	Improvement Area #1	Improvement Area #2	Zone Improvements	Shared Improvements
Streets	\$ 2,197,530	\$ 1,280,288	\$ 2,829,402	\$ 648,679
Water		\$ 264,450	\$ 1,760,810	\$ 242,066
Sanitary Sewer		\$ 154,605	\$ 901,996	\$ 623,258
Storm Drain	\$ 591,695	\$ 94,968		
TxDOT Improvements		\$ 548,650	\$ 1,401,520	
Sub Total	\$ 2,789,225	\$ 2,342,960	\$ 6,893,728	\$ 1,514,004
Engineering @10%	\$ 278,923	\$ 234,296	\$ 689,373	\$ 151,400
Material Testing @3%	\$ 83,677	\$ 70,289	\$ 206,812	\$ 45,420
Contingency @10%	\$ 278,923	\$ 234,296	\$ 689,812	\$ 151,400
GC Fee @9%	\$ 251,030	\$ 210,866	\$ 620,436	\$ 136,260
General Condition @3%	\$ 83,677	\$ 70,289	\$ 206,812	\$ 45,420
Topo Survey	\$ 32,500	\$ 5,000	\$ 48,750	\$ 16,250
Platting	\$ 10,000	\$ 15,000	\$ 15,000	\$ 5,000
Geotech Report	\$ 10,000	\$ 6,000	\$ 15,000	\$ 5,000
	\$ 3,817,954	\$ 3,188,997	\$ 9,385,283	\$ 2,070,155

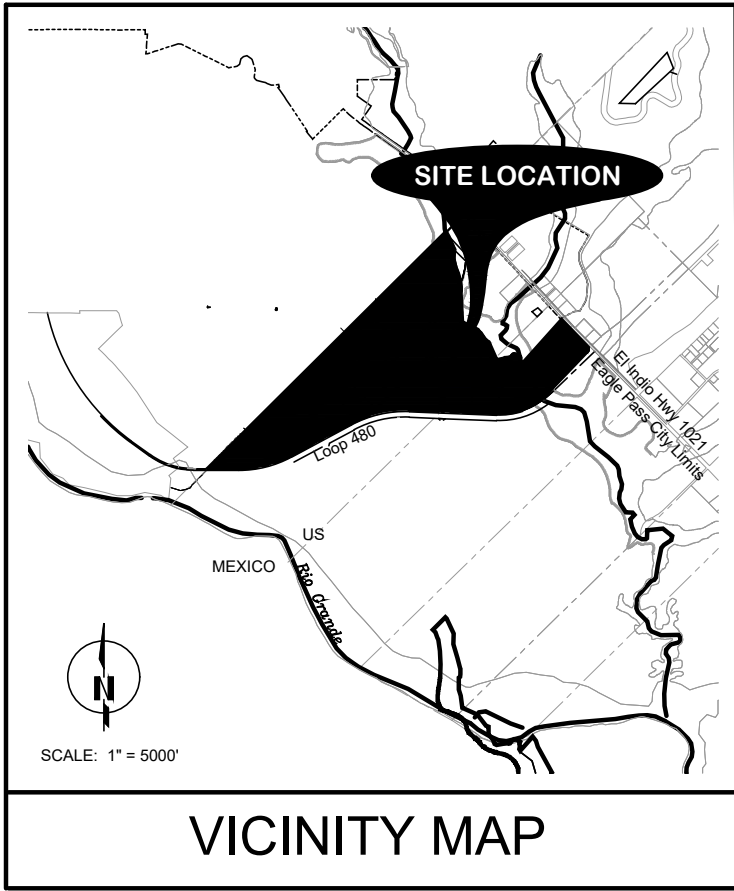
APPENDICES

1. PID Boundaries
2. Improvement Area #1 – Boundary Map
Improvement Area #2 – Boundary Map
3. Zone Improvements - Road Paving Improvements
Improvement Area #2 - Road Paving Improvements
4. Zone Improvements - Wastewater Improvements
Improvement Area #2 - Wastewater Improvements
5. Zone Improvements - Water Improvements
Improvement Area #2 - Water Improvements
6. Improvement Area #1 - Storm Water Improvements
Improvement Area #2 - Storm Water Improvements
7. Shared Improvements
8. Development Costs for Improvement Area #1, Improvement Area #2,
Zone Improvements and Shared Improvements

Appendix 1

PID Boundaries

The record of this drawing is on file at the office of Slay Engineering Company, Inc., 9901 McPherson Avenue, Suite 104, Laredo, Texas. This document is released for the purpose of reference, coordination, and/or facility management under the authority of the named professional. registration number and date on the seal affixed. COPYRIGHT 2025, Slay Engineering Company, Inc. This document was prepared using computer assisted design and drafting equipment and saved on magnetic media. Neither the printed document nor the magnetic media may be altered or amended by any party other than Slay Engineering Company, Inc.



VICINITY MAP

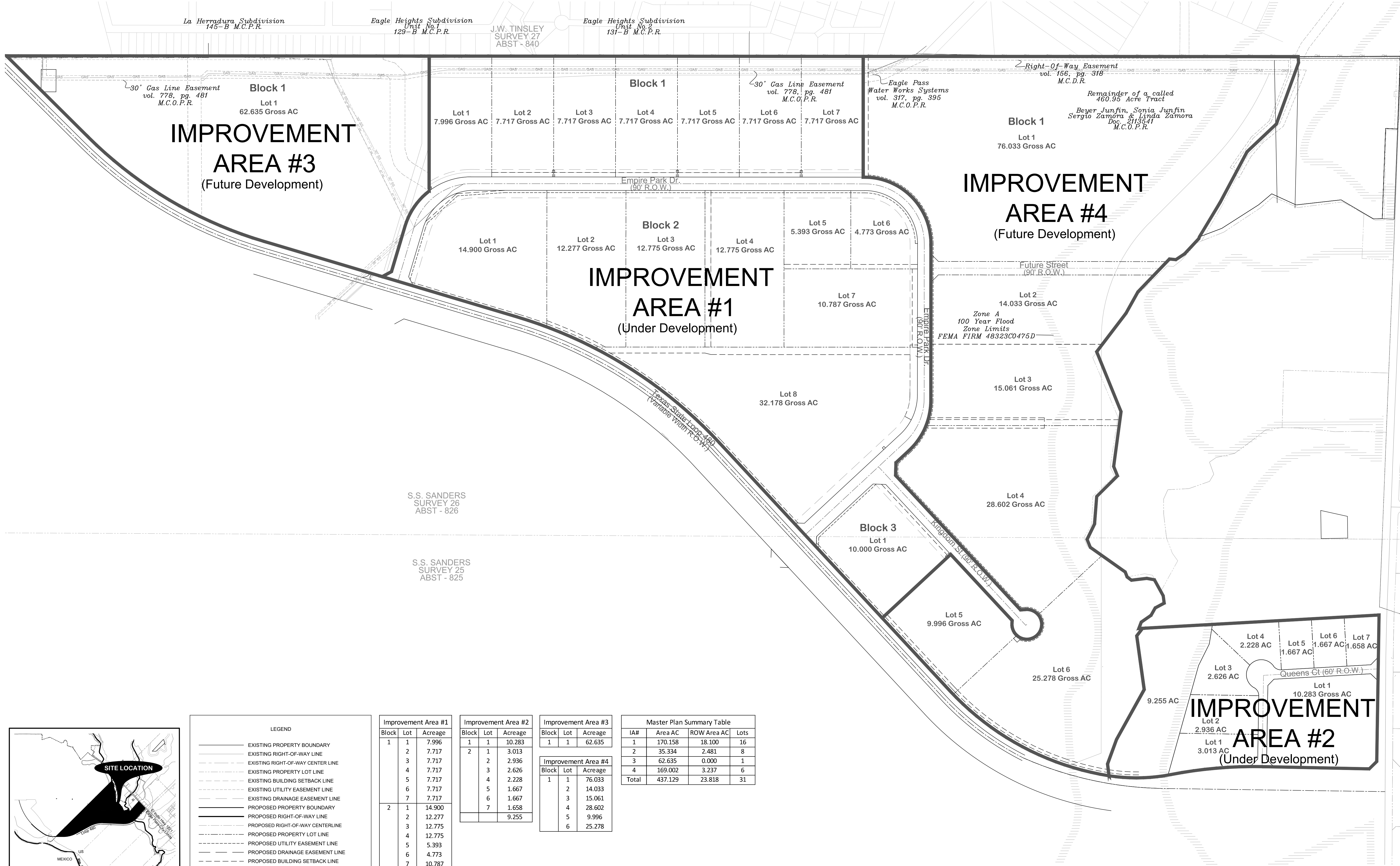
LEGEND	
	EXISTING PROPERTY BOUNDARY
	EXISTING RIGHT-OF-WAY LINE
	EXISTING RIGHT-OF-WAY CENTERLINE
	EXISTING PROPERTY LOT LINE
	EXISTING BUILDING SETBACK LINE
	EXISTING UTILITY EASEMENT LINE
	EXISTING DRAINAGE EASEMENT LINE
	PROPOSED PROPERTY BOUNDARY
	PROPOSED RIGHT-OF-WAY LINE
	PROPOSED RIGHT-OF-WAY CENTERLINE
	PROPOSED PROPERTY LOT LINE
	PROPOSED UTILITY EASEMENT LINE
	PROPOSED DRAINAGE EASEMENT LINE
	PROPOSED BUILDING SETBACK LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
U.C.	UTILITY CONDUITS DESIGNATION
D.E.	DRAINAGE EASEMENT DESIGNATION
P.D.E.	PRIVATE DRAINAGE EASEMENT DESIGNATION
U.E.	UTILITY EASEMENT DESIGNATION
B.S.	BUILDING SETBACK DESIGNATION

Improvement Area #1		
Block	Lot	Acreage
1	1	7.996
	2	7.717
	3	7.717
	4	7.717
	5	7.717
	6	7.717
	7	7.717
2	1	14.900
	2	12.277
	3	12.775
	4	12.775
	5	5.393
	6	4.773
	7	10.787
3	8	32.178
	1	10.000

Improvement Area #2		
Block	Lot	Acreage
1	1	10.283
	2	3.013
2	1	2.936
	2	2.626
	3	2.228
	4	1.667
	5	1.667
	6	1.667
	7	1.658
		9.255

Improvement Area #3		
Block	Lot	Acreage
1	1	62.635
	2	3.013
Improvement Area #4		
Block	Lot	Acreage
1	1	76.033
	2	14.033
	3	15.061
	4	28.602
	5	9.996
	6	25.278

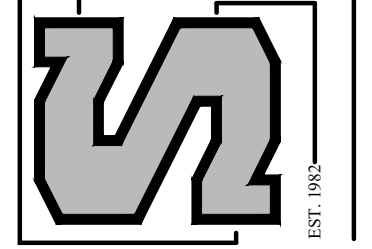
Master Plan Summary Table				
IA#	Area AC	ROW Area AC	Lots	
1	170.158	18.100	16	
2	35.334	2.481	8	
3	62.635	0.000	1	
4	169.002	3.237	6	
Total	437.129	23.818	31	



DRAWN BY	E. IBARRA
DESIGNED BY	R. IBARRA
CHECKED BY	R. IBARRA
APPROVED BY	M. SLAY

SLAY ENGINEERING

Company, Inc.
REGISTRATION NUMBER F-1901
9901 McPherson Avenue, Suite 104
Laredo, Texas 78045
(956) 791-1406 - Tel.
(956) 791-1703 - Fax.



DATE PLOTTED
September 15, 2025

ISSUED		DESCRIPTION		#		DATE	
#	DATE	#	DATE	#	DATE	#	DATE
1		1		1		1	
2		2		2		2	
3		3		3		3	
4		4		4		4	
5		5		5		5	
6		6		6		6	
7		7		7		7	
8		8		8		8	

PROJECT NO.
23.027
DRAWING NAME
x.EIP Master Plan.dwg
REFERENCE DRAWING
x.Baselle-Unit1.dwg

EMPIRE INDUSTRIAL PARK
MASTER PLAN
BEING A PORTION OF A CALLED 460.95 ACRE
TRACT DESCRIBED IN EXHIBIT "B" ON DOCUMENT
NUMBER 2113541 OFFICIAL PUBLIC RECORDS OF
MAVERICK COUNTY, TX

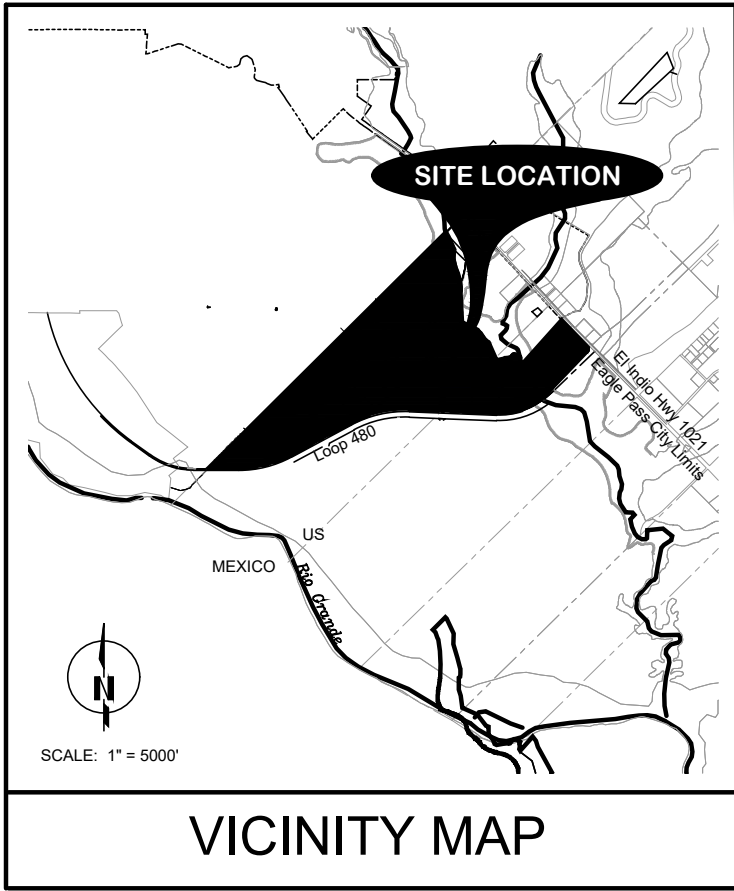
PID Boundaries
Master Plan

SCALE
1" = 300'
SHEET
1 of 1
1.0

Appendix 2

Boundary Maps

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LEGEND	
	EXISTING PROPERTY BOUNDARY
	EXISTING RIGHT-OF-WAY LINE
	EXISTING RIGHT-OF-WAY CENTER LINE
	EXISTING PROPERTY LOT LINE
	EXISTING BUILDING SETBACK LINE
	EXISTING UTILITY EASEMENT LINE
	EXISTING DRAINAGE EASEMENT LINE
	PROPOSED PROPERTY BOUNDARY
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	PROPOSED RIGHT-OF-WAY CENTERLINE
	PROPOSED PROPERTY LOT LINE
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	PROPOSED DRAINAGE EASEMENT LINE
	PROPOSED BUILDING SETBACK LINE
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P.O.B.	POINT OF BEGINNING
U.C.	UTILITY CONDUITS DESIGNATION
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P.D.E.	PRIVATE DRAINAGE EASEMENT DESIGNATION
U.E.	UTILITY EASEMENT DESIGNATION
B.S.	BUILDING SETBACK DESIGNATION

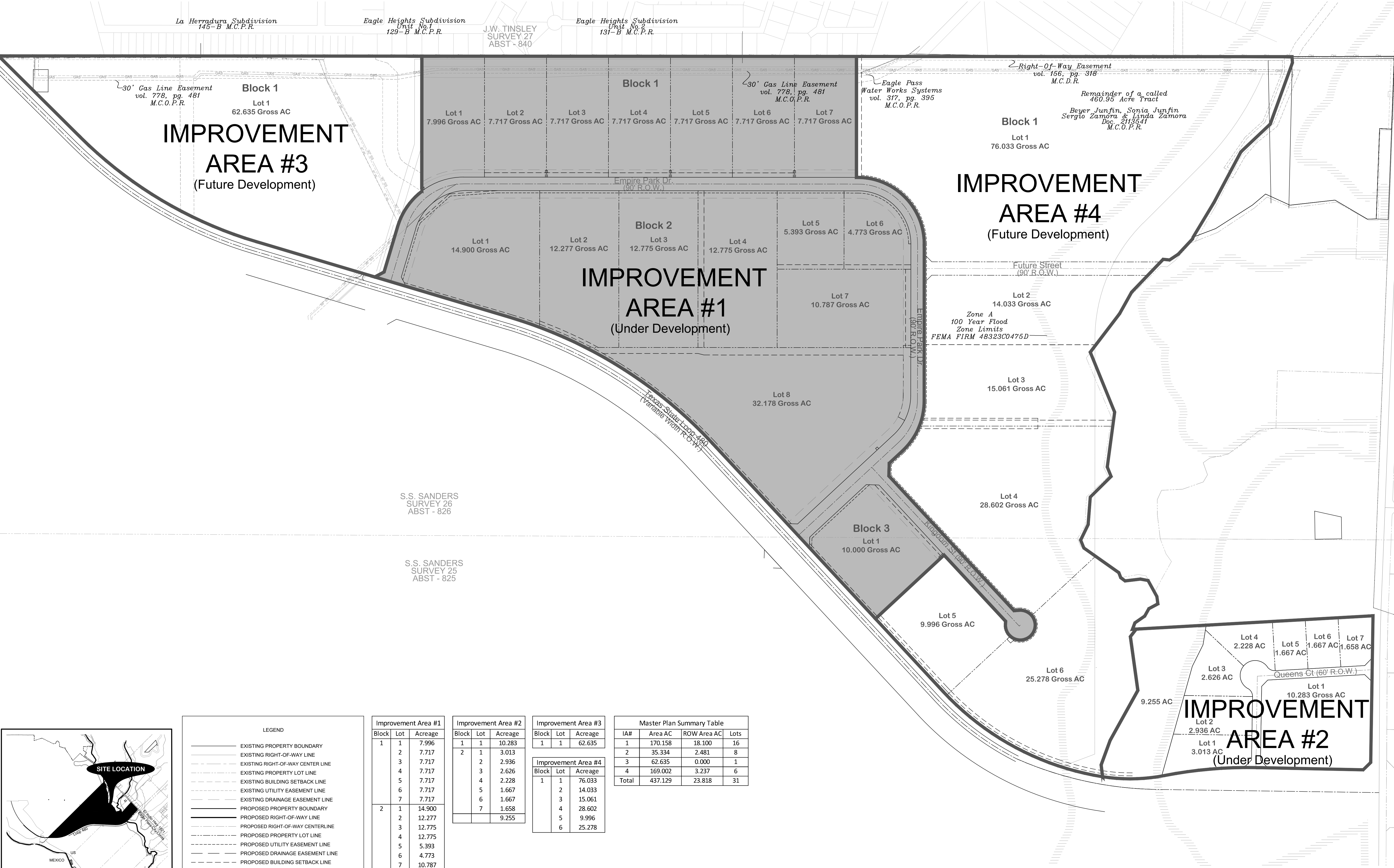
Improvement Area #1		
Block	Lot	Acreage
1	1	7.996
	2	7.717
	3	7.717
	4	7.717
	5	7.717
	6	7.717
	7	7.717
2	1	14.900
	2	12.277
	3	12.775
	4	12.775
	5	5.393
	6	4.773
	7	10.787
3	8	32.178
	1	10.000

Improvement Area #2		
Block	Lot	Acreage
1	1	10.283
	2	3.013
2	1	2.936
	2	2.626
	3	2.228
	4	1.667
	5	1.667
	6	1.667
	7	1.658
		9.255

Improvement Area #3		
Block	Lot	Acreage
1	1	62.635

Improvement Area #4		
Block	Lot	Acreage
1	1	76.033
	2	14.033
	3	15.061
	4	28.602
	5	9.996
	6	25.278

Master Plan Summary Table				
IA#	Area AC	ROW Area AC	Lots	
1	170.158	18.100	16	
2	35.334	2.481	8	
3	62.635	0.000	1	
4	169.002	3.237	6	
Total	437.129	23.818	31	



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Laredo, Texas 78945
(956) 791-1406 - Tel.
(956) 791-1703 - Fax.

EST. 1962

DATE PLOTTED
September 15, 2025

#	DATE	ISSUED	DESCRIPTION	#	DATE
1					
2					
3					
4					
5					
6					
7					
8					

PROJECT NO.
23.027

DRAWING NAME
x:EIP Master Plan.dwg

REFERENCE DRAWING
x:Basellie-Unit1.dwg

EMPIRE INDUSTRIAL PARK
MASTER PLAN
BEING A PORTION OF A CALLED 460.95 ACRE
TRACT DESCRIBED IN EXHIBIT "B" ON DOCUMENT
NUMBER 2113541 OFFICIAL PUBLIC RECORDS OF
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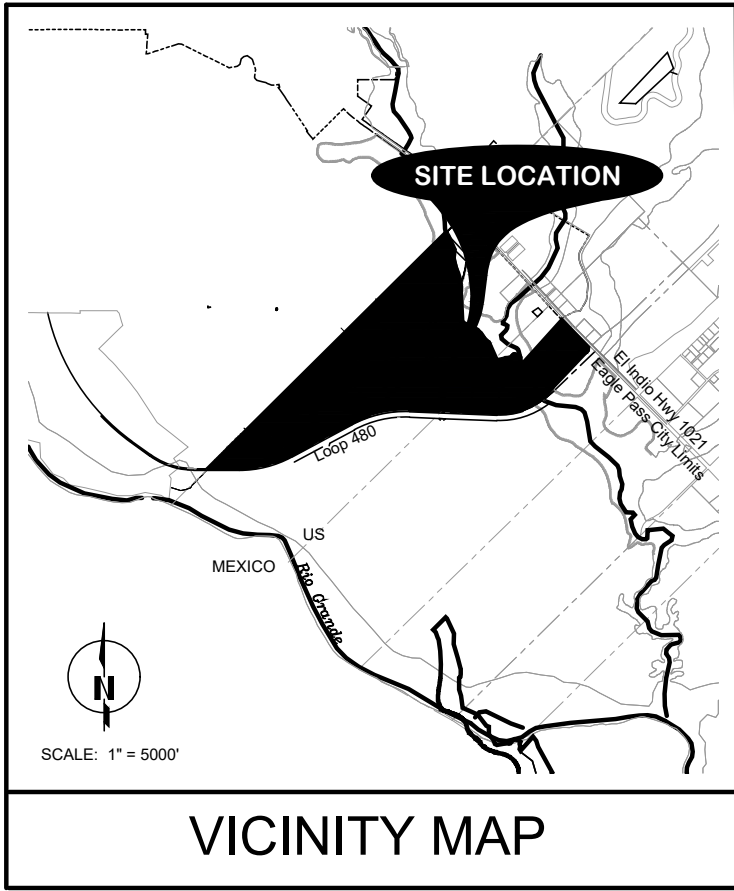
Improvement Area #1
Boundary Map

SCALE
1" = 300'

1 of 1

1.0

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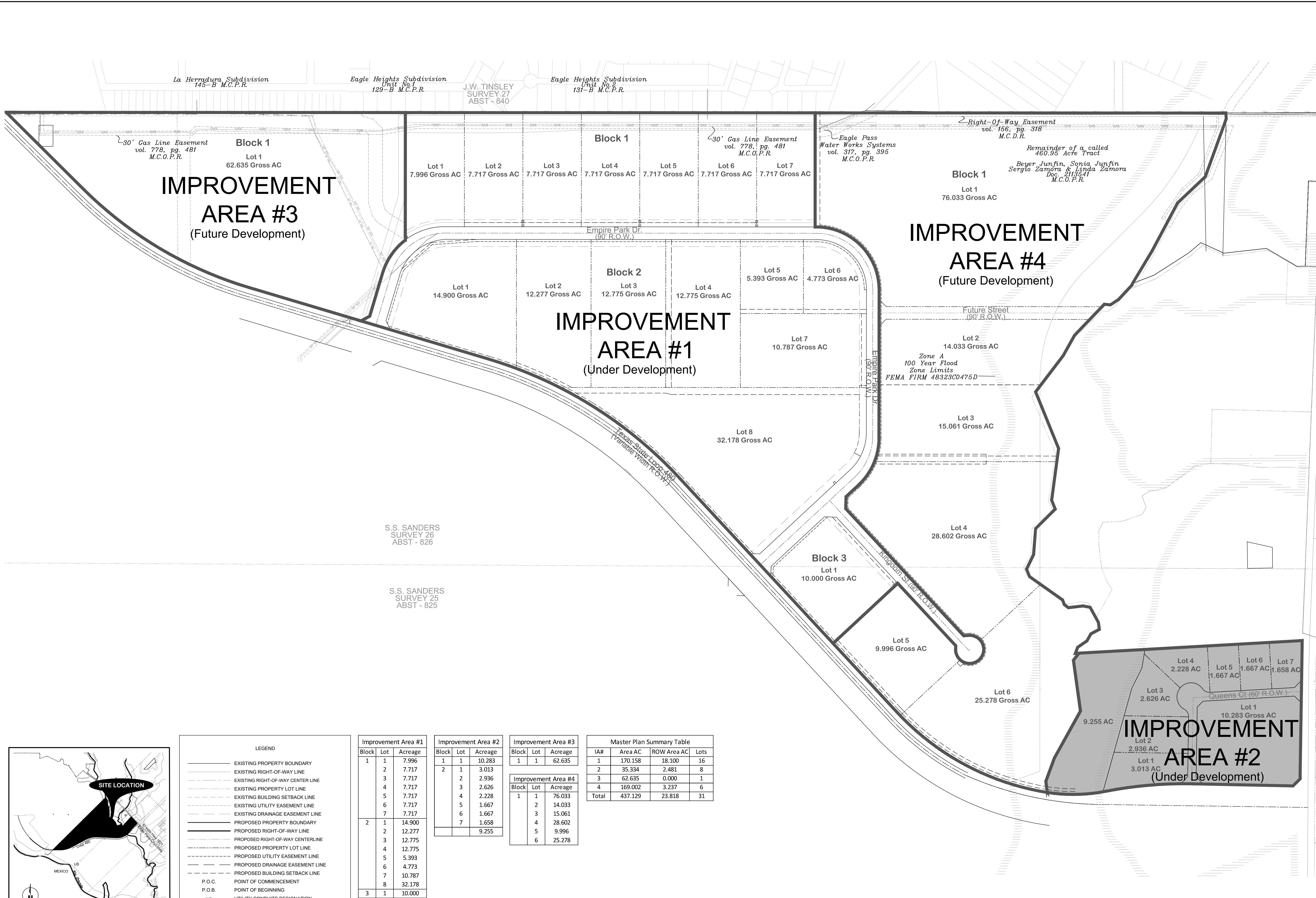
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	EXISTING PROPERTY BOUNDARY
	EXISTING RIGHT-OF-WAY LINE
	EXISTING RIGHT-OF-WAY CENTER LINE
	EXISTING PROPERTY LOT LINE
	EXISTING BUILDING SETBACK LINE
	EXISTING UTILITY EASEMENT LINE
	EXISTING DRAINAGE EASEMENT LINE
	PROPOSED PROPERTY BOUNDARY
	PROPOSED RIGHT-OF-WAY LINE
	PROPOSED RIGHT-OF-WAY CENTERLINE
	PROPOSED PROPERTY LOT LINE
	PROPOSED UTILITY EASEMENT LINE
	PROPOSED DRAINAGE EASEMENT LINE
	PROPOSED BUILDING SETBACK LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
U.C.	UTILITY CONDUITS DESIGNATION
D.E.	DRAINAGE EASEMENT DESIGNATION
P.D.E.	PRIVATE DRAINAGE EASEMENT DESIGNATION
U.E.	UTILITY EASEMENT DESIGNATION
B.S.	BUILDING SETBACK DESIGNATION

Improvement Area #1		
Block	Lot	Acreage
1	1	7.996
	2	7.717
	3	7.717
	4	7.717
	5	7.717
	6	7.717
	7	7.717
2	1	14.900
	2	12.277
	3	12.775
	4	12.775
	5	5.393
	6	4.773
	7	10.787
3	8	32.178
	1	10.000

Improvement Area #2		
Block	Lot	Acreage
1	1	10.283
	2	3.013
2	1	2.936
	2	2.626
	3	2.228
	4	1.667
	5	1.667
	6	1.658
	7	9.255

Improvement Area #3		
Block	Lot	Acreage
1	1	62.635
	2	3.013
Improvement Area #4		
Block	Lot	Acreage
1	1	76.033
	2	14.033
	3	15.061
	4	28.602
	5	9.996
	6	25.278

Master Plan Summary Table			
IA#	Area AC	ROW Area AC	Lots
1	170.158	18.100	16
2	35.334	2.481	8
3	62.635	0.000	1
4	169.002	3.237	6
Total	437.129	23.818	31



SLAY ENGINEERING
Company, Inc.
REGISTRATION NUMBER F-1901
9901 McPherson Avenue, Suite 104
Laredo, Texas 78045
(956) 791-1406 - Tel.
(956) 791-1703 - Fax.

DATE PLOTTED
September 15, 2025

#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		

PROJECT NO.
23.027

DRAWING NAME
x.EIP Master Plan.dwg

REFERENCE DRAWING
x.Baselle-Unit1.dwg

EMPIRE INDUSTRIAL PARK
MASTER PLAN
BEING A PORTION OF A CALLED 460.95 ACRE
TRACT DESCRIBED IN EXHIBIT "B" ON DOCUMENT
NUMBER 2113541 OFFICIAL PUBLIC RECORDS OF
MAVERICK COUNTY, TX

Improvement Area #2
Boundary Map

SCALE
1" = 300'

SHEET
1 of 1

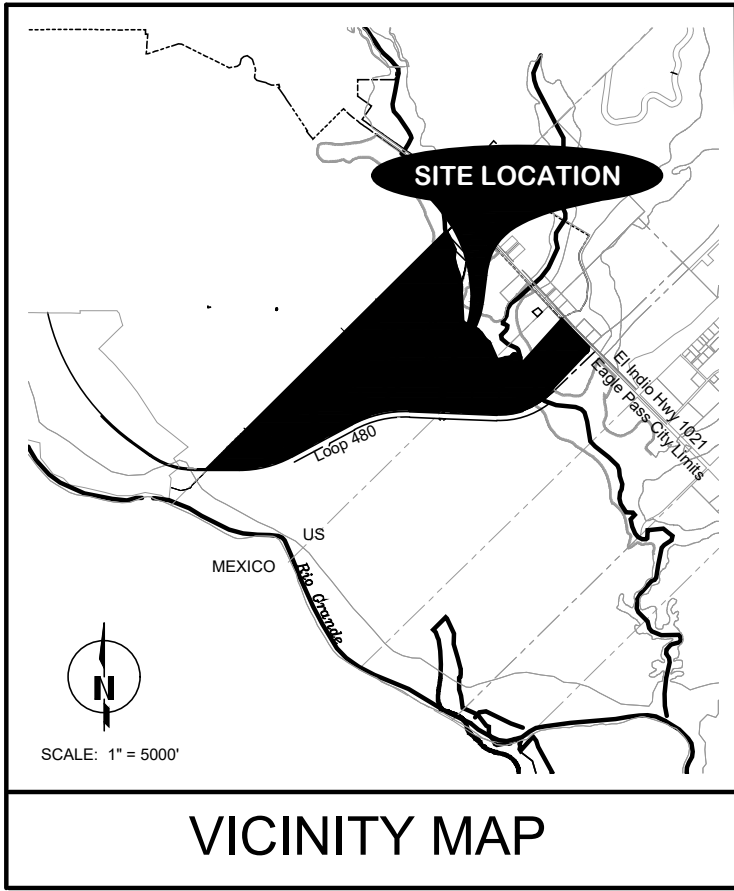
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Page 141 of 266

Appendix 3

Road Paving Improvements

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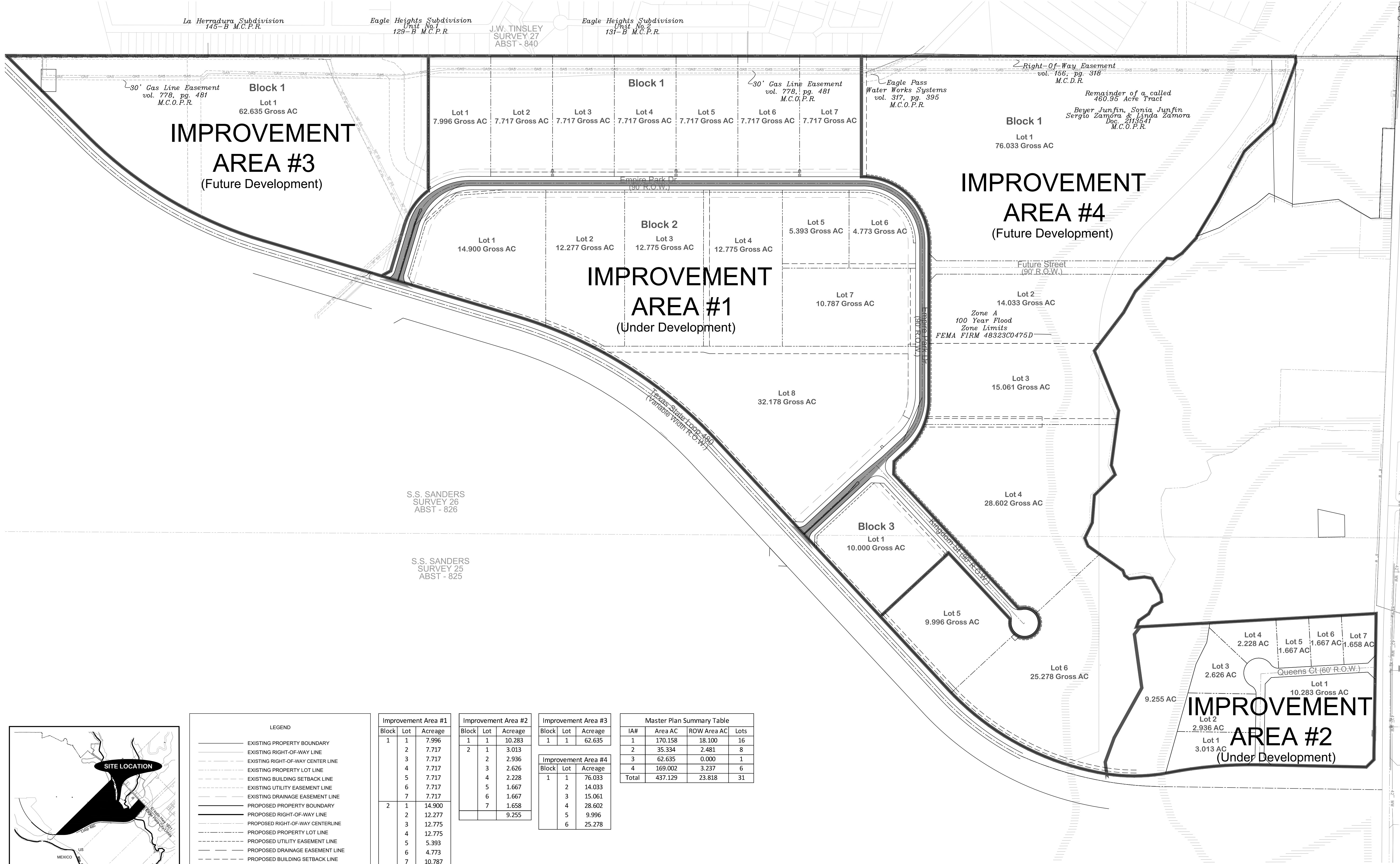
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	EXISTING RIGHT-OF-WAY LINE
	EXISTING RIGHT-OF-WAY CENTERLINE
	EXISTING PROPERTY LOT LINE
	EXISTING BUILDING SETBACK LINE
	EXISTING UTILITY EASEMENT LINE
	EXISTING DRAINAGE EASEMENT LINE
	PROPOSED PROPERTY BOUNDARY
	PROPOSED RIGHT-OF-WAY LINE
	PROPOSED RIGHT-OF-WAY CENTERLINE
	PROPOSED PROPERTY LOT LINE
	PROPOSED UTILITY EASEMENT LINE
	PROPOSED DRAINAGE EASEMENT LINE
	PROPOSED BUILDING SETBACK LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
U.C.	UTILITY CONDUITS DESIGNATION
D.E.	DRAINAGE EASEMENT DESIGNATION
P.D.E.	PRIVATE DRAINAGE EASEMENT DESIGNATION
U.E.	UTILITY EASEMENT DESIGNATION
B.S.	BUILDING SETBACK DESIGNATION

Improvement Area #1		
Block	Lot	Acreage
1	1	7.996
	2	7.717
	3	7.717
	4	7.717
	5	7.717
	6	7.717
	7	7.717
2	1	14.900
	2	12.277
	3	12.775
	4	12.775
	5	5.393
	6	4.773
	7	10.787
3	8	32.178
	1	10.000

Improvement Area #2		
Block	Lot	Acreage
1	1	10.283
	2	3.013
	2	2.936
	3	2.626
	4	2.228
	5	1.667
	6	1.667
2	7	1.658
		9.255

Improvement Area #3		
Block	Lot	Acreage
1	1	62.635
Improvement Area #4		
Block	Lot	Acreage
1	1	76.033
	2	14.033
	3	15.061
	4	28.602
	5	9.996
	6	25.278

Master Plan Summary Table			
IA#	Area AC	ROW Area AC	Lots
1	170.158	18.100	16
2	35.334	2.481	8
3	62.635	0.000	1
4	169.002	3.237	6
Total	437.129	23.818	31



SLAY ENGINEERING

Company, Inc.

REGISTRATION NUMBER F-1901

9901 McPherson Avenue, Suite 104

Laredo, Texas 78045

(956) 791-1406 - Tel.

(956) 791-1703 - Fax.

DATE PLOTTED

September 22, 2025

#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		

PROJECT NO.

23.027

DRAWING NAME

x.EIP Master Plan.dwg

REFERENCE DRAWING

x.Baselle-Unit1.dwg

PROJECT TITLE

EMPIRE INDUSTRIAL PARK
MASTER PLAN

BEING A PORTION OF A CALLED 460.95 ACRE
TRACT DESCRIBED IN EXHIBIT "B" ON DOCUMENT
NUMBER 2113541 OFFICIAL PUBLIC RECORDS OF
MAVERICK COUNTY, TX

Zone Improvements
Road Paving
Improvements

SCALE

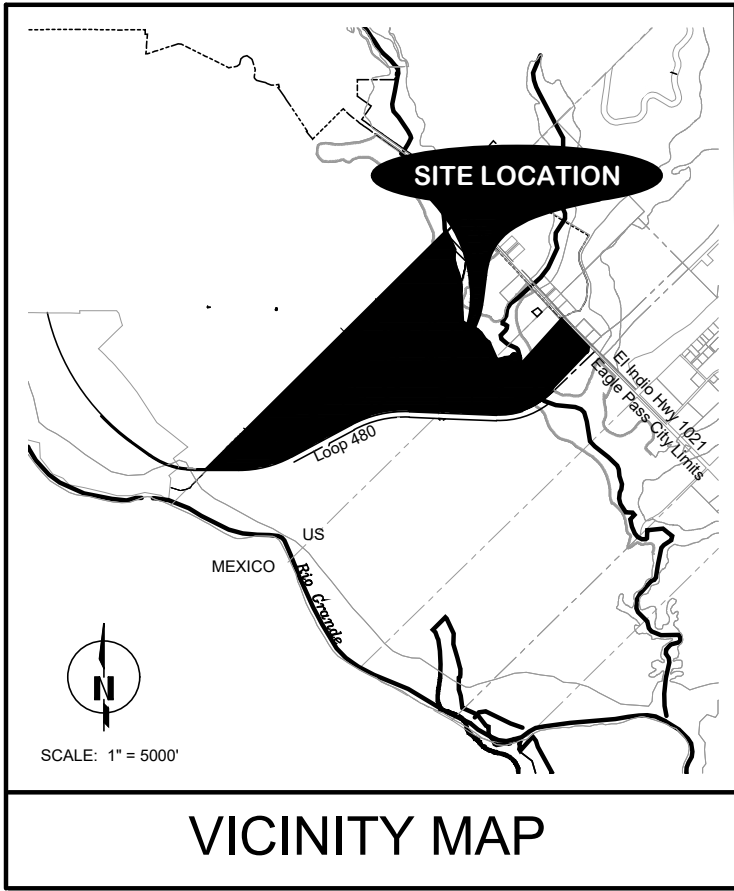
1" = 300'

SHEET

1 of 1

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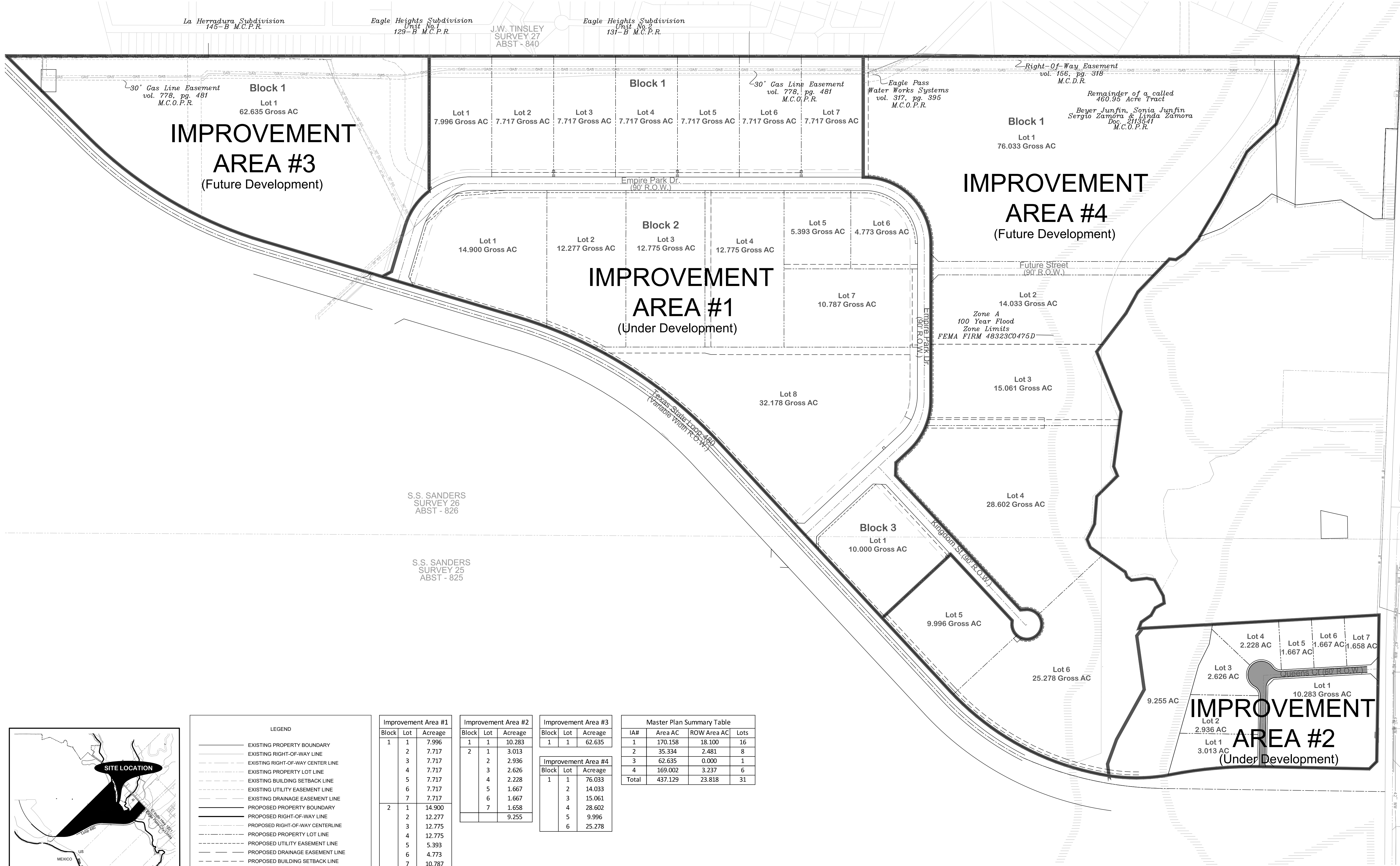
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	EXISTING RIGHT-OF-WAY CENTERLINE
	EXISTING PROPERTY LOT LINE
	EXISTING BUILDING SETBACK LINE
	EXISTING UTILITY EASEMENT LINE
	EXISTING DRAINAGE EASEMENT LINE
	PROPOSED PROPERTY BOUNDARY
	PROPOSED RIGHT-OF-WAY LINE
	PROPOSED RIGHT-OF-WAY CENTERLINE
	PROPOSED PROPERTY LOT LINE
	PROPOSED UTILITY EASEMENT LINE
	PROPOSED DRAINAGE EASEMENT LINE
	PROPOSED BUILDING SETBACK LINE
	P.O.C. POINT OF COMMENCEMENT
	P.O.B. POINT OF BEGINNING
	UTILITY CONDUITS DESIGNATION
	DRAINAGE EASEMENT DESIGNATION
	PRIVATE DRAINAGE EASEMENT DESIGNATION
	UTILITY EASEMENT DESIGNATION
	BUILDING SETBACK DESIGNATION

Improvement Area #1		
Block	Lot	Acreage
1	1	7.996
	2	7.717
	3	7.717
	4	7.717
	5	7.717
	6	7.717
	7	7.717
2	1	14.900
	2	12.277
	3	12.775
	4	12.775
	5	5.393
	6	4.773
	7	10.787
3	8	32.178
	1	10.000

Improvement Area #2		
Block	Lot	Acreage
1	1	10.283
	2	3.013
2	1	2.936
	2	2.626
	3	2.228
	4	1.667
	5	1.667
	6	1.667
	7	1.658
		9.255

Improvement Area #3		
Block	Lot	Acreage
1	1	62.635
	2	2.936
Improvement Area #4		
Block	Lot	Acreage
1	1	76.033
	2	14.033
	3	15.061
	4	28.602
	5	9.996
	6	25.278

Master Plan Summary Table				
IA#	Area AC	ROW Area AC	Lots	
1	170.158	18.100	16	
2	35.334	2.481	8	
3	62.635	0.000	1	
4	169.002	3.237	6	
Total	437.129	23.818	31	



SLAY ENGINEERING
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9901 McPherson Avenue, Suite 104
Laredo, Texas 78945
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(956) 791-1703 - Fax.

DATE PLOTTED
September 22, 2025

#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		

PROJECT NO.
23.027

DRAWING NAME
x.EIP Master Plan.dwg

REFERENCE DRAWING
x.Baselle-Unit1.dwg

EMPIRE INDUSTRIAL PARK
MASTER PLAN

BEING A PORTION OF A CALLED 460.95 ACRE
TRACT DESCRIBED IN EXHIBIT "B" ON DOCUMENT
NUMBER 2113541 OFFICIAL PUBLIC RECORDS OF
MAVERICK COUNTY, TX

Improvement Area #2
Road Paving
Improvements

1 of 1

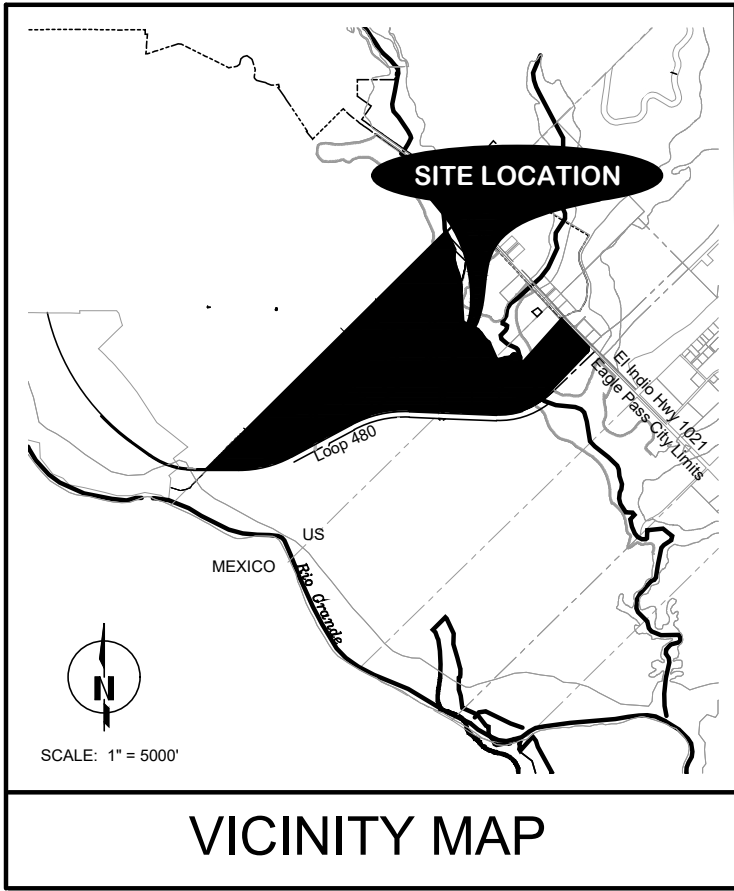
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Page 144 of 266

Appendix 4

Wastewater Improvements

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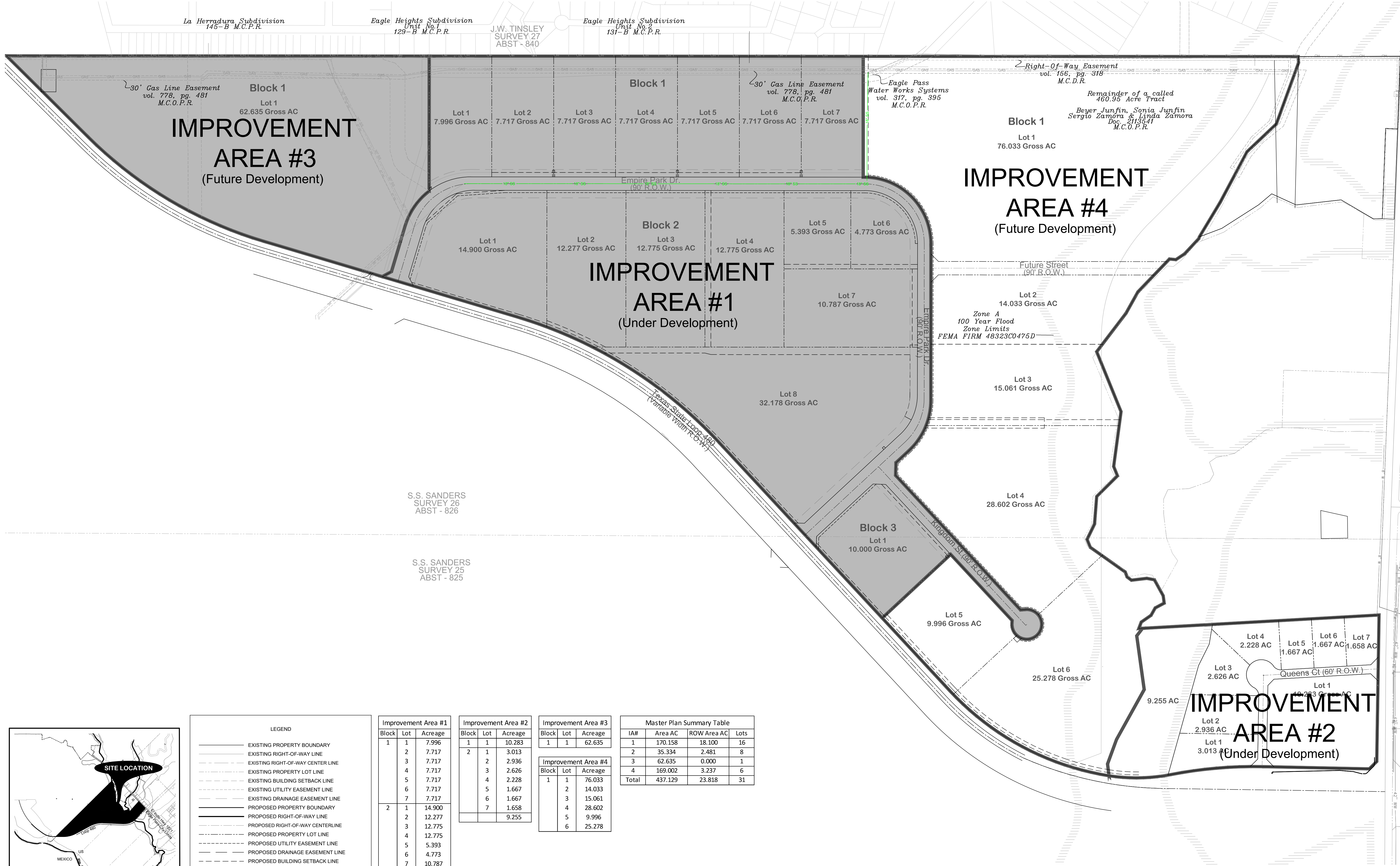
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---	EXISTING RIGHT-OF-WAY LINE
---	EXISTING RIGHT-OF-WAY CENTER LINE
---	EXISTING PROPERTY LOT LINE
---	EXISTING BUILDING SETBACK LINE
---	EXISTING UTILITY EASEMENT LINE
---	EXISTING DRAINAGE EASEMENT LINE
---	PROPOSED PROPERTY BOUNDARY
---	PROPOSED RIGHT-OF-WAY LINE
---	PROPOSED RIGHT-OF-WAY CENTERLINE
---	PROPOSED PROPERTY LOT LINE
---	PROPOSED UTILITY EASEMENT LINE
---	PROPOSED DRAINAGE EASEMENT LINE
---	PROPOSED BUILDING SETBACK LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
U.C.	UTILITY CONDUITS DESIGNATION
D.E.	DRAINAGE EASEMENT DESIGNATION
P.D.E.	PRIVATE DRAINAGE EASEMENT DESIGNATION
U.E.	UTILITY EASEMENT DESIGNATION
B.S.	BUILDING SETBACK DESIGNATION

Improvement Area #1		
Block	Lot	Acreage
1	1	7.996
	2	7.717
	3	7.717
	4	7.717
	5	7.717
	6	7.717
	7	7.717
2	1	14.900
	2	12.277
	3	12.775
	4	12.775
	5	5.393
	6	4.773
	7	10.787
3	8	32.178
	1	10.000

Improvement Area #2		
Block	Lot	Acreage
1	1	10.283
	2	3.013
	2	2.936
	3	2.626
	4	2.228
	5	1.667
	6	1.667
2	7	1.658
		9.255

Improvement Area #3		
Block	Lot	Acreage
1	1	62.635
Improvement Area #4		
Block	Lot	Acreage
1	1	76.033
	2	14.033
	3	15.061
	4	28.602
	5	9.996
	6	25.278

Master Plan Summary Table			
IA#	Area AC	ROW Area AC	Lots
1	170.158	18.100	16
2	35.334	2.481	8
3	62.635	0.000	1
4	169.002	3.237	6
Total	437.129	23.818	31



SLAY ENGINEERING
Company, Inc.
REGISTRATION NUMBER F-1901
9901 McPherson Avenue, Suite 104
Laredo, Texas 78945
(956) 791-1406 - Tel.
(956) 791-1703 - Fax.

DATE PLOTTED
September 22, 2025

#	DATE	ISSUED	DESCRIPTION	#	DATE
1					
2					
3					
4					
5					
6					
7					
8					

PROJECT NO.
23.027

DRAWING NAME
x.EIP Master Plan.dwg

REFERENCE DRAWING
x.Baselle-Unit1.dwg

EMPIRE INDUSTRIAL PARK
MASTER PLAN
BEING A PORTION OF A CALLED 460.95 ACRE
TRACT DESCRIBED IN EXHIBIT "B" ON DOCUMENT
NUMBER 2113541 OFFICIAL PUBLIC RECORDS OF
MAVERICK COUNTY, TX

Zone Improvements
Wastewater
Improvements

1 of 1

1.0

DESIGNED BY
E. IBARRA

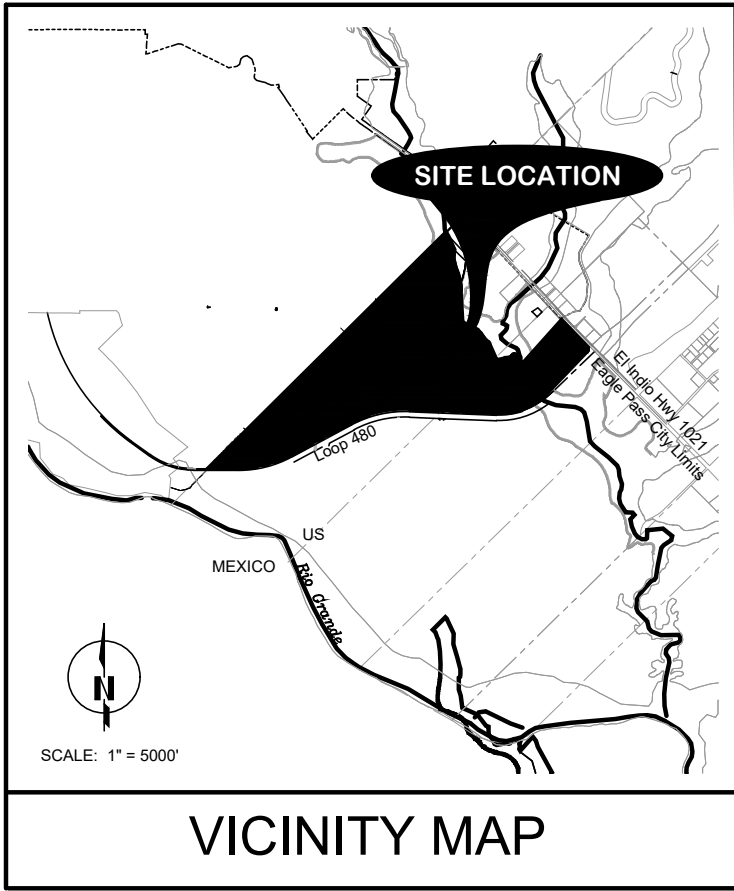
DRAWN BY
R. IBARRA

CHECKED BY
R. IBARRA

APPROVED BY
M. SLAY

Page 146 of 266

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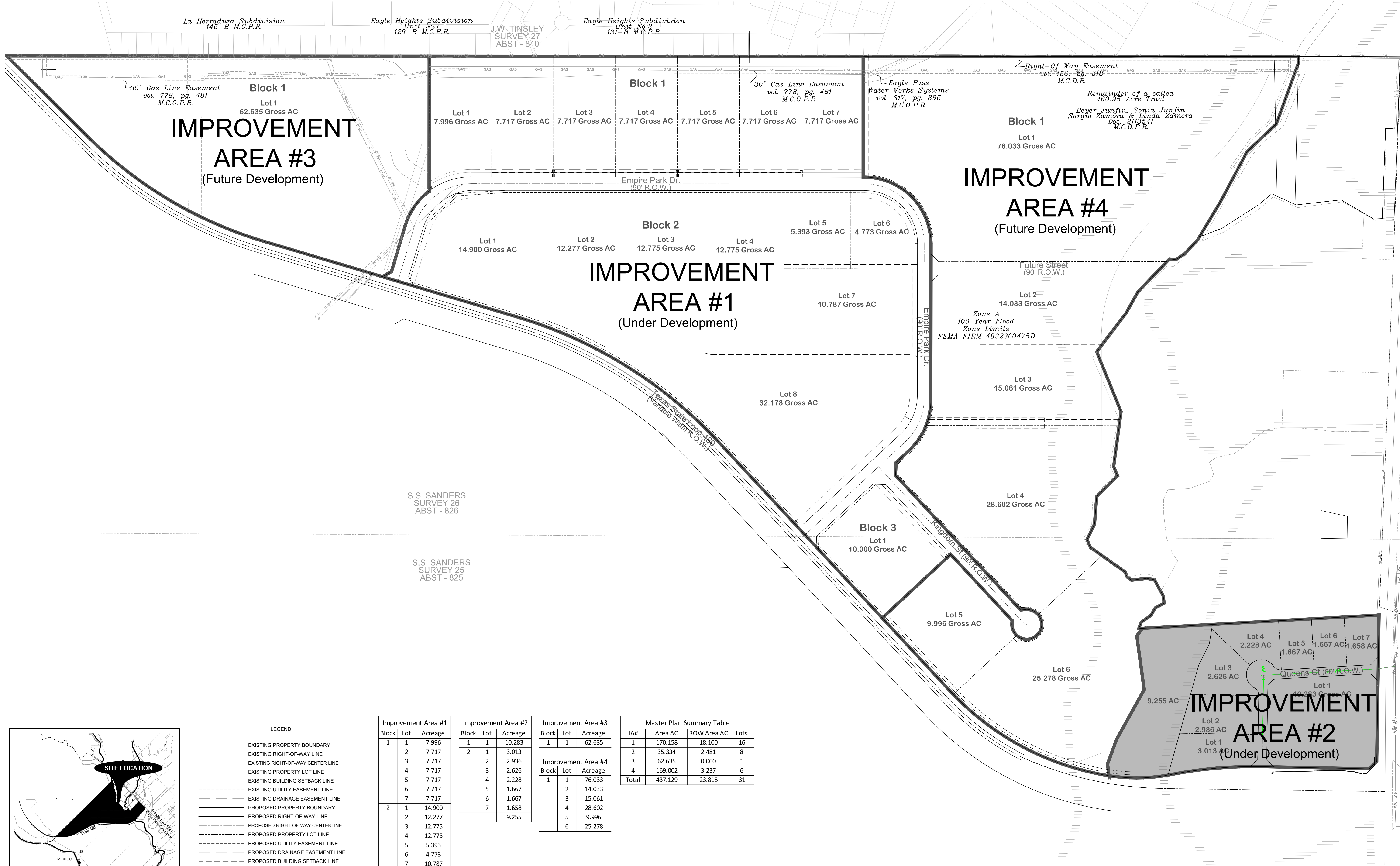
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	EXISTING PROPERTY LOT LINE
	EXISTING BUILDING SETBACK LINE
	EXISTING UTILITY EASEMENT LINE
	EXISTING DRAINAGE EASEMENT LINE
	PROPOSED PROPERTY BOUNDARY
	PROPOSED RIGHT-OF-WAY LINE
	PROPOSED RIGHT-OF-WAY CENTERLINE
	PROPOSED PROPERTY LOT LINE
	PROPOSED UTILITY EASEMENT LINE
	PROPOSED DRAINAGE EASEMENT LINE
	PROPOSED BUILDING SETBACK LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
U.C.	UTILITY CONDUITS DESIGNATION
D.E.	DRAINAGE EASEMENT DESIGNATION
P.D.E.	PRIVATE DRAINAGE EASEMENT DESIGNATION
U.E.	UTILITY EASEMENT DESIGNATION
B.S.	BUILDING SETBACK DESIGNATION

Improvement Area #1		
Block	Lot	Acreage
1	1	7.996
	2	7.717
	3	7.717
	4	7.717
	5	7.717
	6	7.717
	7	7.717
2	1	14.900
	2	12.277
	3	12.775
	4	12.775
	5	5.393
	6	4.773
	7	10.787
3	8	32.178
	1	10.000

Improvement Area #2		
Block	Lot	Acreage
1	1	10.283
	2	3.013
2	1	2.936
	2	2.626
	3	2.228
	4	2.228
	5	1.667
	6	1.667
	7	1.658
		9.255

Improvement Area #3		
Block	Lot	Acreage
1	1	62.635
	2	2.936
Improvement Area #4		
Block	Lot	Acreage
1	1	76.033
	2	14.033
	3	15.061
	4	28.602
	5	9.996
	6	25.278

Master Plan Summary Table			
IA#	Area AC	ROW Area AC	Lots
1	170.158	18.100	16
2	35.334	2.481	8
3	62.635	0.000	1
4	169.002	3.237	6
Total	437.129	23.818	31



SLAY ENGINEERING

Company, Inc.

REGISTRATION NUMBER F-1901

9901 McPherson Avenue, Suite 104

Laredo, Texas 78945

(956) 791-1406 - Tel.

(956) 791-1703 - Fax.

EST. 1962

DATE PLOTTED

September 22, 2025

ISSUED	DESCRIPTION	#	DATE
1			
2			
3			
4			
5			
6			
7			
8			

PROJECT NO.

23.027

DRAWING NAME

x.EIP Master Plan.dwg

REFERENCE DRAWING

x.Baselle-Unit1.dwg

PROJECT TITLE

EMPIRE INDUSTRIAL PARK
MASTER PLAN

Improvement Area #2
Wastewater
Improvements

BEING A PORTION OF A CALLED 460.95 ACRE
TRACT DESCRIBED IN EXHIBIT "B" ON DOCUMENT
NUMBER 2113541 OFFICIAL PUBLIC RECORDS OF
MAVERICK COUNTY, TX

SCALE

1" = 300'

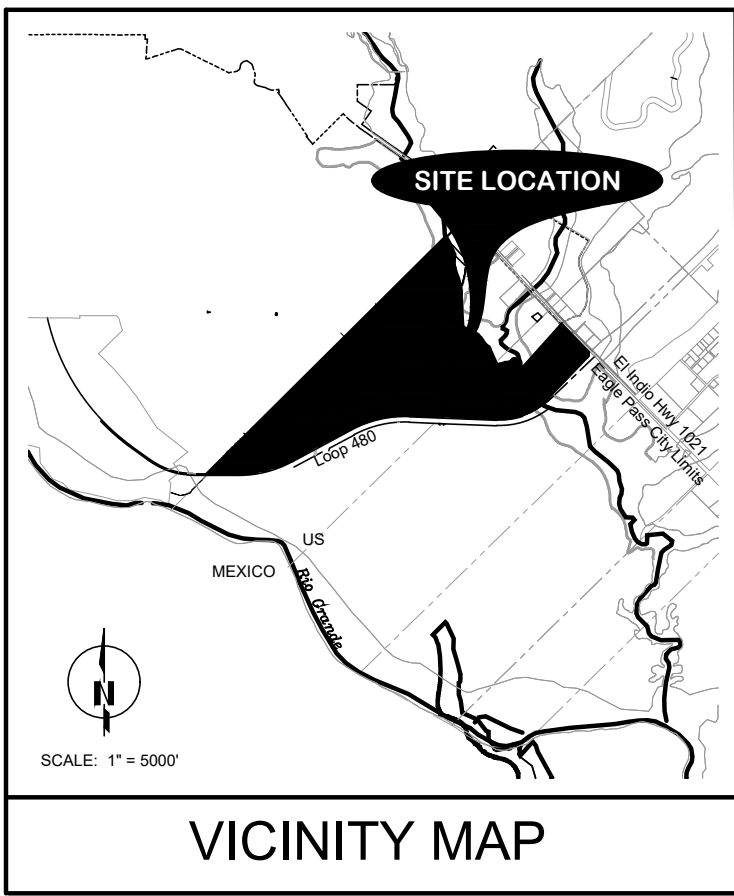
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Appendix 5

Water Distribution Improvements

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VICINITY MAP

LEGEND	
	EXISTING PROPERTY BOUNDARY
	EXISTING RIGHT-OF-WAY LINE
	EXISTING RIGHT-OF-WAY CENTER LINE
	EXISTING PROPERTY LOT LINE
	EXISTING BUILDING SETBACK LINE
	EXISTING UTILITY EASEMENT LINE
	EXISTING DRAINAGE EASEMENT LINE
	PROPOSED PROPERTY BOUNDARY
	PROPOSED RIGHT-OF-WAY LINE
	PROPOSED RIGHT-OF-WAY CENTERLINE
	PROPOSED PROPERTY LOT LINE
	PROPOSED UTILITY EASEMENT LINE
	PROPOSED DRAINAGE EASEMENT LINE
	PROPOSED BUILDING SETBACK LINE
	P.O.C. POINT OF COMMENCEMENT
	P.O.B. POINT OF BEGINNING
	UTILITY CONDUITS DESIGNATION
	DRAINAGE EASEMENT DESIGNATION
	PRIVATE DRAINAGE EASEMENT DESIGNATION
	UTILITY EASEMENT DESIGNATION
	BUILDING SETBACK DESIGNATION

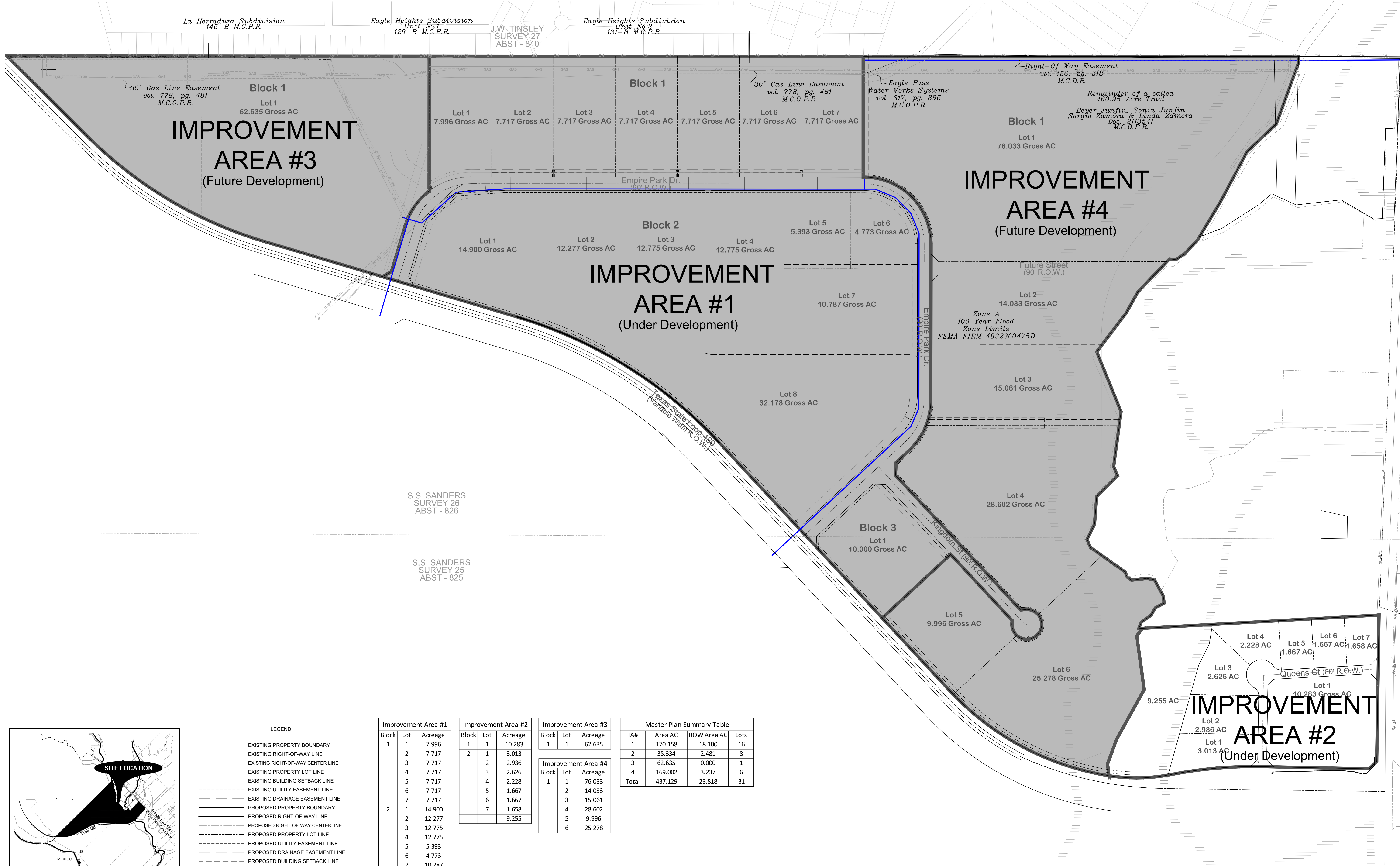
Improvement Area #1		
Block	Lot	Acreage
1	1	7.996
	2	7.717
	3	7.717
	4	7.717
	5	7.717
	6	7.717
	7	7.717
2	1	14.900
	2	12.277
	3	12.775
	4	12.775
	5	5.393
	6	4.773
	7	10.787
3	8	32.178
	1	10.000

Improvement Area #2		
Block	Lot	Acreage
1	1	10.283
	2	3.013
	2	2.936
	3	2.626
	4	2.228
	5	1.667
	6	1.667
	7	1.658
		9.255

Improvement Area #3		
Block	Lot	Acreage
1	1	62.635

Improvement Area #4		
Block	Lot	Acreage
1	1	76.033
	2	14.033
	3	15.061
	4	28.602
	5	9.996
	6	25.278

Master Plan Summary Table			
IA#	Area AC	ROW Area AC	Lots
1	170.158	18.100	16
2	35.334	2.481	8
3	62.635	0.000	1
4	169.002	3.237	6
Total	437.129	23.818	31



SLAY ENGINEERING

Company, Inc.

REGISTRATION NUMBER F-1901

9901 McPherson Avenue, Suite 104

Laredo, Texas 78945

(956) 791-0405 - Tel.

(956) 791-1703 - Fax.

OWNER BY

E. IBARRA

DESIGNED BY

R. IBARRA

DRAWN BY

R. IBARRA

CHECKED BY

M. SLAY

DATE PLOTTED			
September 22, 2025			
ISSUED		DESCRIPTION	
#	DATE	#	DATE
1			
2			
3			
4			
5			
6			
7			
8			

PROJECT NO.	23.027
DRAWING NAME	x.EIP Master Plan.dwg
REFERENCE DRAWING	x.Baselle-Unit1.dwg

EMPIRE INDUSTRIAL PARK

MASTER PLAN

BEING A PORTION OF A CALLED 460.95 ACRE TRACT DESCRIBED IN EXHIBIT "B" ON DOCUMENT NUMBER 2113541 OFFICIAL PUBLIC RECORDS OF MAVERICK COUNTY, TX

Zone Improvements

Water Distribution

Improvements

SCALE

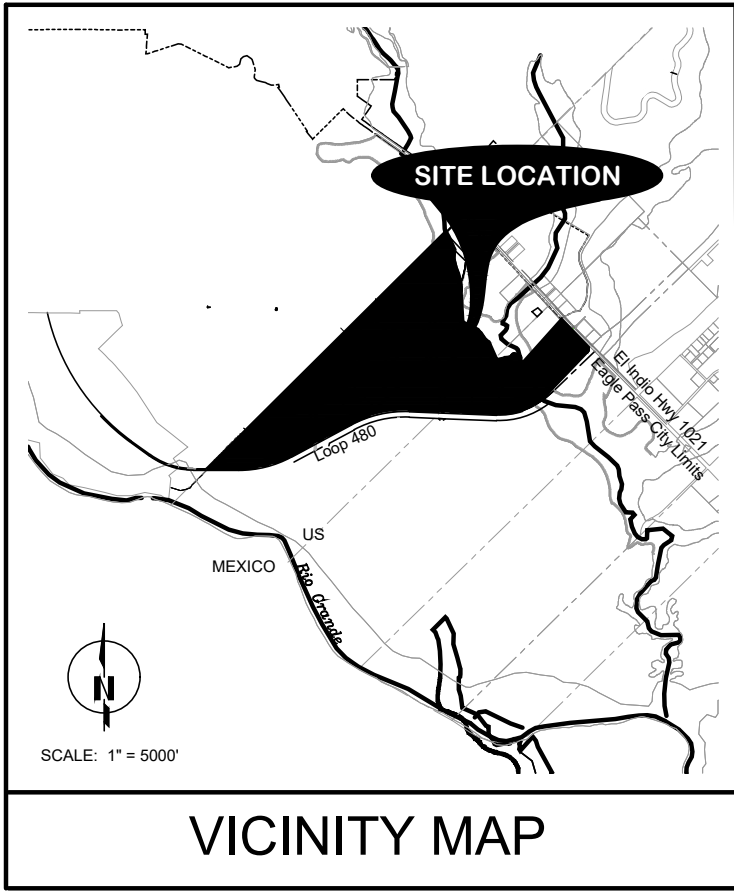
1" = 300'

0 10 20 30 40

1 of 1

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LEGEND	
	EXISTING PROPERTY BOUNDARY
	EXISTING RIGHT-OF-WAY LINE
	EXISTING RIGHT-OF-WAY CENTER LINE
	EXISTING PROPERTY LOT LINE
	EXISTING BUILDING SETBACK LINE
	EXISTING UTILITY EASEMENT LINE
	EXISTING DRAINAGE EASEMENT LINE
	PROPOSED PROPERTY BOUNDARY
	PROPOSED RIGHT-OF-WAY LINE
	PROPOSED RIGHT-OF-WAY CENTERLINE
	PROPOSED PROPERTY LOT LINE
	PROPOSED UTILITY EASEMENT LINE
	PROPOSED DRAINAGE EASEMENT LINE
	PROPOSED BUILDING SETBACK LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
U.C.	UTILITY CONDUITS DESIGNATION
D.E.	DRAINAGE EASEMENT DESIGNATION
P.D.E.	PRIVATE DRAINAGE EASEMENT DESIGNATION
U.E.	UTILITY EASEMENT DESIGNATION
B.S.	BUILDING SETBACK DESIGNATION

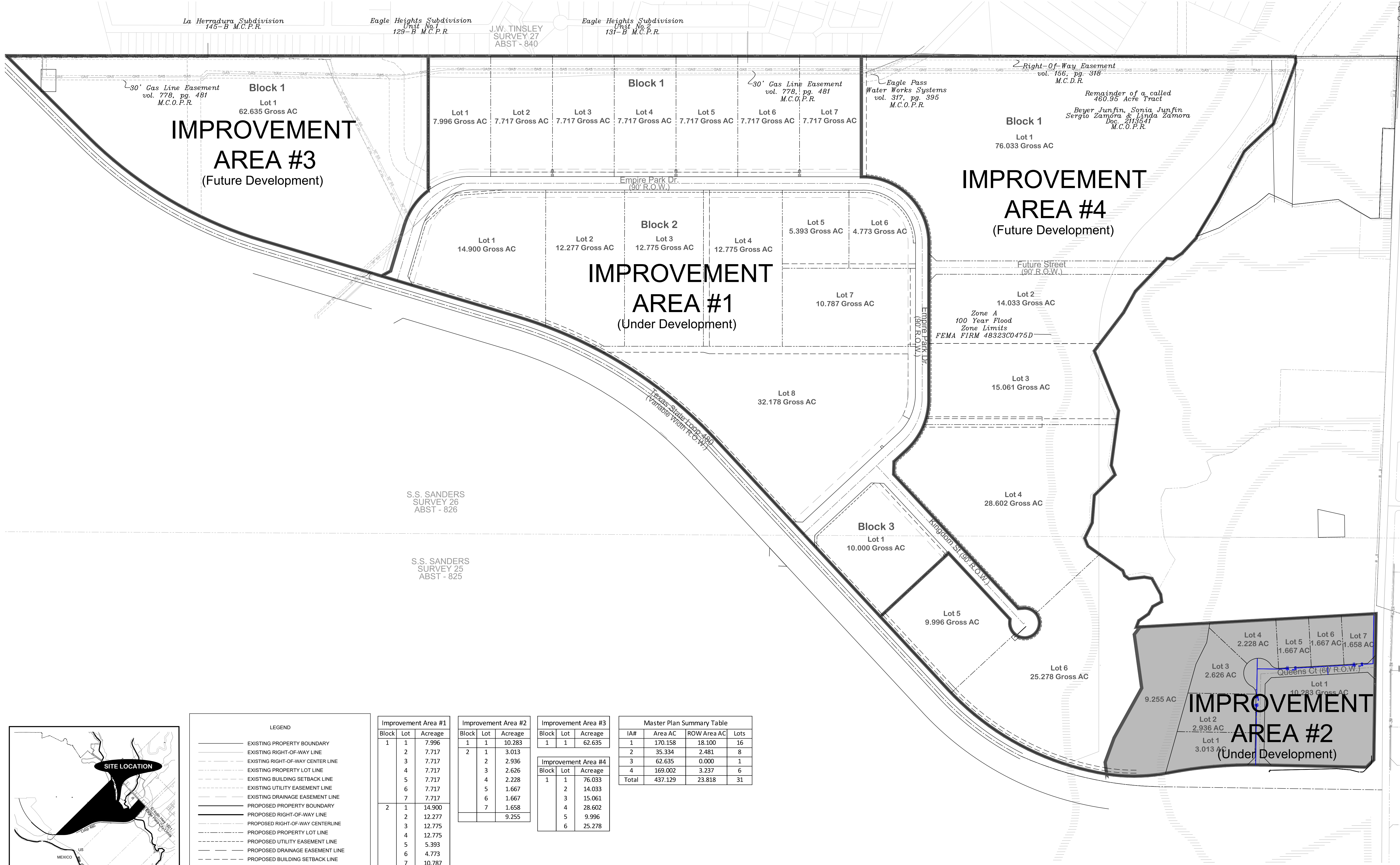
Improvement Area #1		
Block	Lot	Acreage
1	1	7.996
	2	7.717
	3	7.717
	4	7.717
	5	7.717
	6	7.717
	7	7.717
2	1	14.900
	2	12.277
	3	12.775
	4	12.775
	5	5.393
	6	4.773
	7	10.787
	8	32.178
3	1	10.000

Improvement Area #2		
Block	Lot	Acreage
1	1	10.283
	2	3.013
2	1	2.936
	3	2.626
	4	2.228
	5	1.667
	6	1.667
	7	1.658
		9.255

Improvement Area #3		
Block	Lot	Acreage
1	1	62.635

Improvement Area #4		
Block	Lot	Acreage
1	1	76.033
	2	14.033
	3	15.061
	4	28.602
	5	9.996
	6	25.278

Master Plan Summary Table			
IA#	Area AC	ROW Area AC	Lots
1	170.158	18.100	16
2	35.334	2.481	8
3	62.635	0.000	1
4	169.002	3.237	6
Total	437.129	23.818	31



SLAY ENGINEERING
Company, Inc.
REGISTRATION NUMBER F-1901
9901 McPherson Avenue, Suite 104
Laredo, Texas 78945
(956) 791-1406 - Tel.
(956) 791-1703 - Fax.

EST. 1962

DATE PLOTTED
September 22, 2025

ISSUED	DESCRIPTION	#	DATE
1			
2			
3			
4			
5			
6			
7			
8			

PROJECT NO.
23.027

DRAWING NAME
x.EIP Master Plan.dwg

REFERENCE DRAWING
x.Baselle-Unit1.dwg

EMPIRE INDUSTRIAL PARK
MASTER PLAN

BEING A PORTION OF A CALLED 460.95 ACRE
TRACT DESCRIBED IN EXHIBIT "B" ON DOCUMENT
NUMBER 2113541 OFFICIAL PUBLIC RECORDS OF
MAVERICK COUNTY, TX

Improvement Area # 2
Water Distribution
Improvements

SCALE
1" = 300'

1 of 1

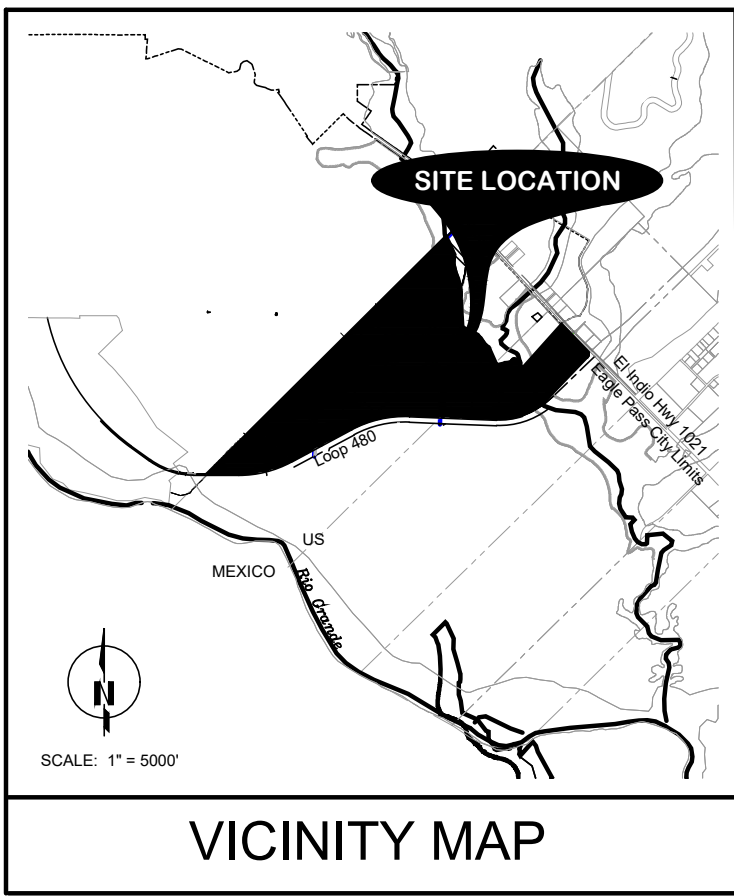
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Page 150 of 266

Appendix 6

Storm Water Improvements

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LEGEND	
	EXISTING PROPERTY BOUNDARY
	EXISTING RIGHT-OF-WAY LINE
	EXISTING RIGHT-OF-WAY CENTERLINE
	EXISTING PROPERTY LOT LINE
	EXISTING BUILDING SETBACK LINE
	EXISTING UTILITY EASEMENT LINE
	EXISTING DRAINAGE EASEMENT LINE
	PROPOSED PROPERTY BOUNDARY
	PROPOSED RIGHT-OF-WAY LINE
	PROPOSED RIGHT-OF-WAY CENTERLINE
	PROPOSED PROPERTY LOT LINE
	PROPOSED UTILITY EASEMENT LINE
	PROPOSED DRAINAGE EASEMENT LINE
	PROPOSED BUILDING SETBACK LINE
	P.O.C. POINT OF COMMENCEMENT
	P.O.B. POINT OF BEGINNING
	UTILITY CONDUITS DESIGNATION
	DRAINAGE EASEMENT DESIGNATION
	PRIVATE DRAINAGE EASEMENT DESIGNATION
	UTILITY EASEMENT DESIGNATION
	BUILDING SETBACK DESIGNATION

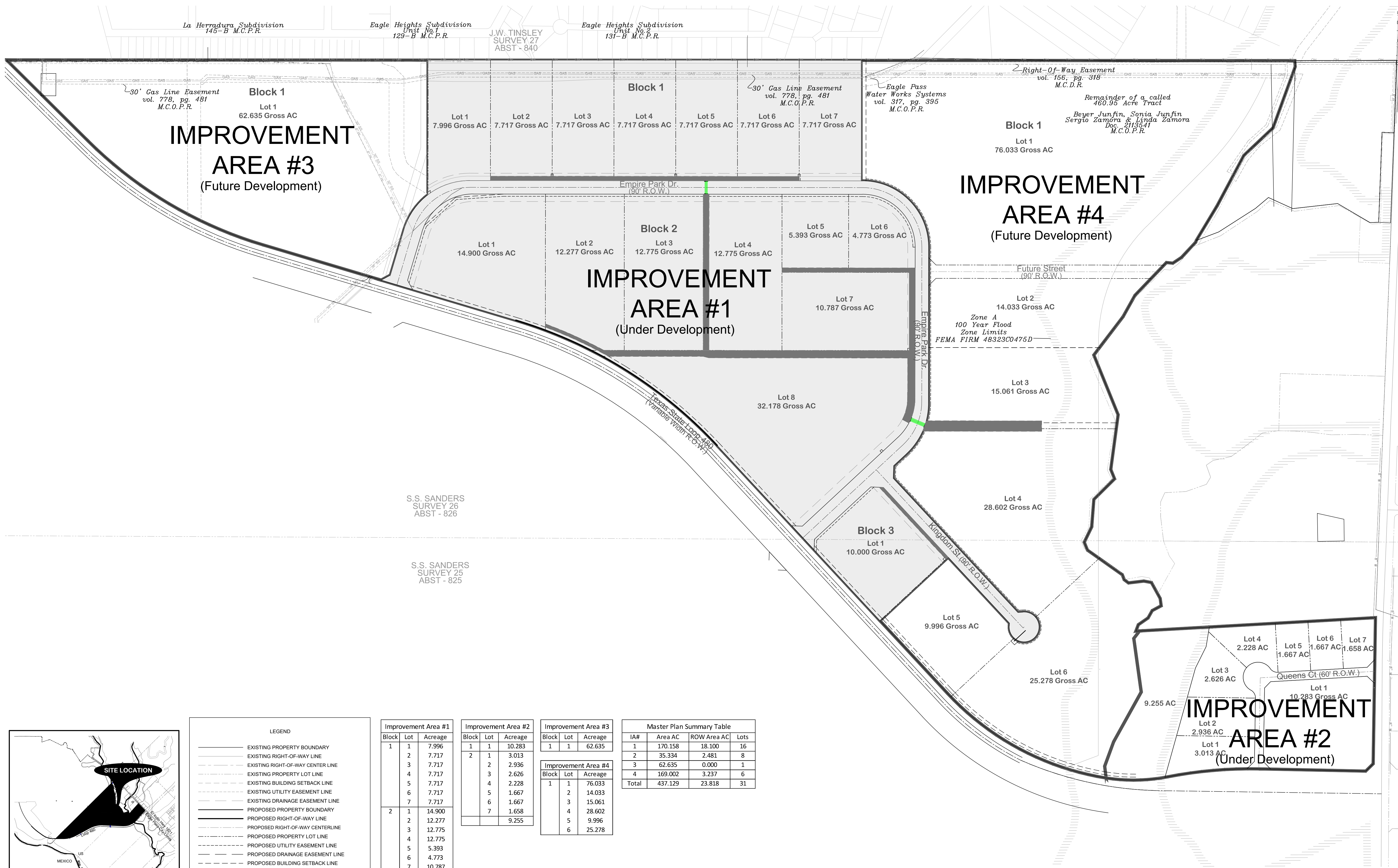
Improvement Area #1		
Block	Lot	Acreage
1	1	7.996
	2	7.717
	3	7.717
	4	7.717
	5	7.717
	6	7.717
	7	7.717
2	1	14.900
	2	12.277
	3	12.775
	4	12.775
	5	5.393
	6	4.773
	7	10.787
	8	32.178
3	1	10.000

Improvement Area #2		
Block	Lot	Acreage
1	1	10.283
	2	3.013
2	1	2.936
	3	2.626
	4	2.228
	5	1.667
	6	1.667
	7	1.658
	9	2.255

Improvement Area #3		
Block	Lot	Acreage
1	1	62.635

Improvement Area #4		
Block	Lot	Acreage
1	1	76.033
	2	14.033
	3	15.061
	4	28.602
	5	9.996
	6	25.278

Master Plan Summary Table			
IA#	Area AC	ROW Area AC	Lots
1	170.158	18.100	16
2	35.334	2.481	8
3	62.635	0.000	1
4	169.002	3.237	6
Total	437.129	23.818	31



DESIGNED BY	E. IBARRA
DRAWN BY	R. IBARRA
CHECKED BY	R. IBARRA
IN CHARGE	R. IBARRA
DATE	M. SLAY

SLAY ENGINEERING

Company, Inc.
REGISTRATION NUMBER F-1901
9901 McPherson Avenue, Suite 104
Laredo, Texas 78045
(956) 791-1406 - Tel.
(956) 791-1703 - Fax.

DATE PLOTTED			
September 22, 2025			
ISSUED		DESCRIPTION	
#	DATE	#	DATE
1			
2			
3			
4			
5			
6			
7			
8			

PROJECT NO.	23.027
DRAWING NAME	x.EIP Master Plan.dwg
REFERENCE DRAWING	x.Baselle-Unit1.dwg

EMPIRE INDUSTRIAL PARK
MASTER PLAN

BEING A PORTION OF A CALLED 460.95 ACRE
TRACT DESCRIBED IN EXHIBIT "B" ON DOCUMENT
NUMBER 2113541 OFFICIAL PUBLIC RECORDS OF
MAVERICK COUNTY, TX

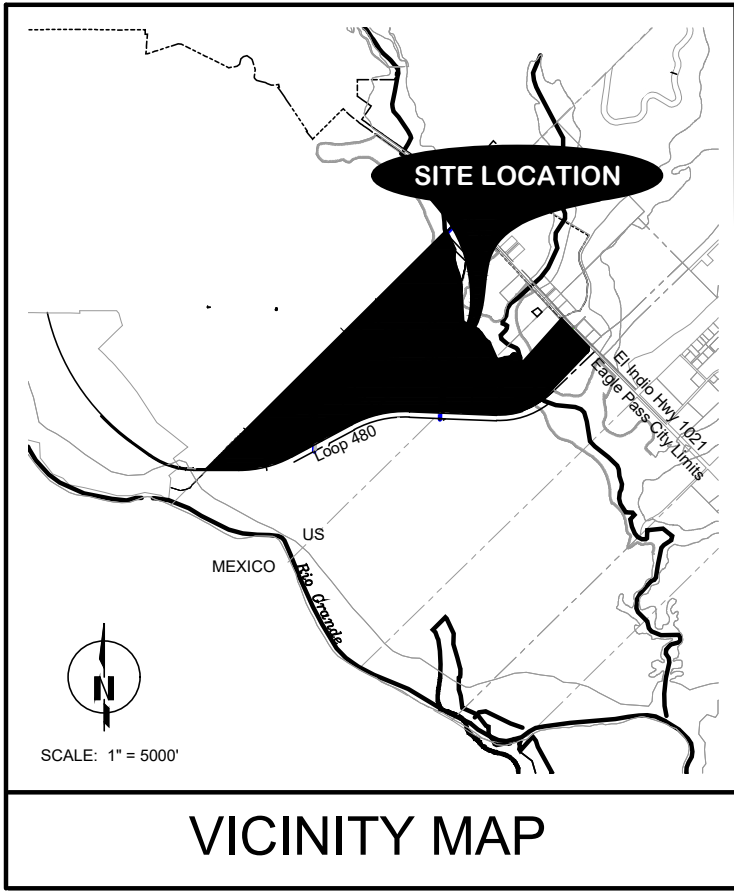
Improvement Area #1
Storm Water
Improvements

SCALE 1" = 300'

1 of 1

1.0

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LEGEND	
	EXISTING PROPERTY BOUNDARY
	EXISTING RIGHT-OF-WAY LINE
	EXISTING RIGHT-OF-WAY CENTERLINE
	EXISTING PROPERTY LOT LINE
	EXISTING BUILDING SETBACK LINE
	EXISTING UTILITY EASEMENT LINE
	EXISTING DRAINAGE EASEMENT LINE
	PROPOSED PROPERTY BOUNDARY
	PROPOSED RIGHT-OF-WAY LINE
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	PROPOSED UTILITY EASEMENT LINE
	PROPOSED DRAINAGE EASEMENT LINE
	PROPOSED BUILDING SETBACK LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
U.C.	UTILITY CONDUITS DESIGNATION
D.E.	DRAINAGE EASEMENT DESIGNATION
P.D.E.	PRIVATE DRAINAGE EASEMENT DESIGNATION
U.E.	UTILITY EASEMENT DESIGNATION
B.S.	BUILDING SETBACK DESIGNATION

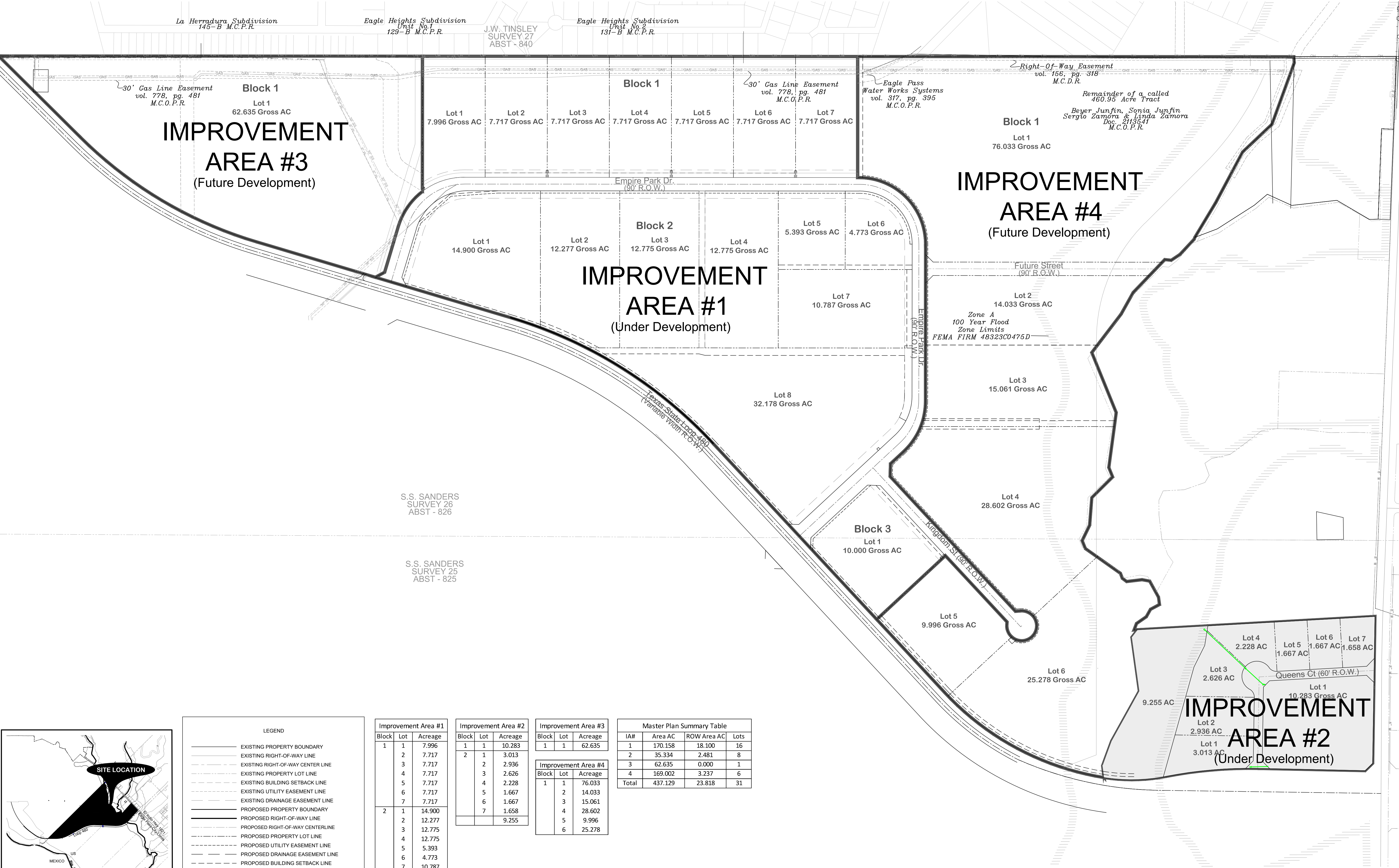
Improvement Area #1		
Block	Lot	Acreage
1	1	7.996
	2	7.717
	3	7.717
	4	7.717
	5	7.717
	6	7.717
	7	7.717
	8	32.178
3	1	10.000

Improvement Area #2		
Block	Lot	Acreage
1	1	10.283
	2	3.013
	2	2.936
	3	2.626
	4	2.228
	5	1.667
	6	1.667
9.255		

Improvement Area #3		
Block	Lot	Acreage
1	1	62.635

Improvement Area #4		
Block	Lot	Acreage
1	1	76.033
	2	14.033
	3	15.061
	4	28.602
	5	9.996
	6	25.278

Master Plan Summary Table			
IA#	Area AC	ROW Area AC	Lots
1	170.158	18.100	16
2	35.334	2.481	8
3	62.635	0.000	1
4	169.002	3.237	6
Total	437.129	23.818	31



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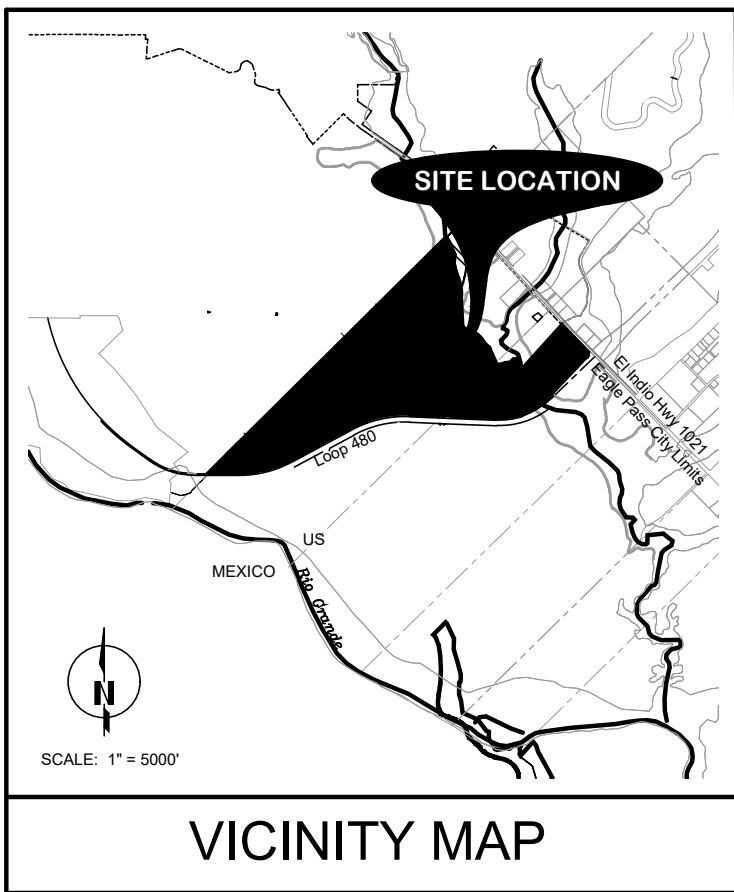
EST. 1962

DATE PLOTTED				
September 22, 2025				
#	ISSUED	DESCRIPTION	#	DATE
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4				
5				
6				
7				
8				
PROJECT NO.				
23.027				
DRAWING NAME				
x.EIP Master Plan.dwg				
REFERENCE DRAWING				
x.Baselle-Unit1.dwg				
PROJECT TITLE				
EMPIRE INDUSTRIAL PARK MASTER PLAN				
BEING A PORTION OF A CALLED 460.95 ACRE TRACT DESCRIBED IN EXHIBIT "B" ON DOCUMENT NUMBER 2113541 OFFICIAL PUBLIC RECORDS OF MAVERICK COUNTY, TX				
PAGE TITLE				
Improvement Area #2 Storm Water Improvements				
SCALE				
1" = 300'				
SHEET				
1 of 1				
1.0				

Appendix 7

Shared Improvements

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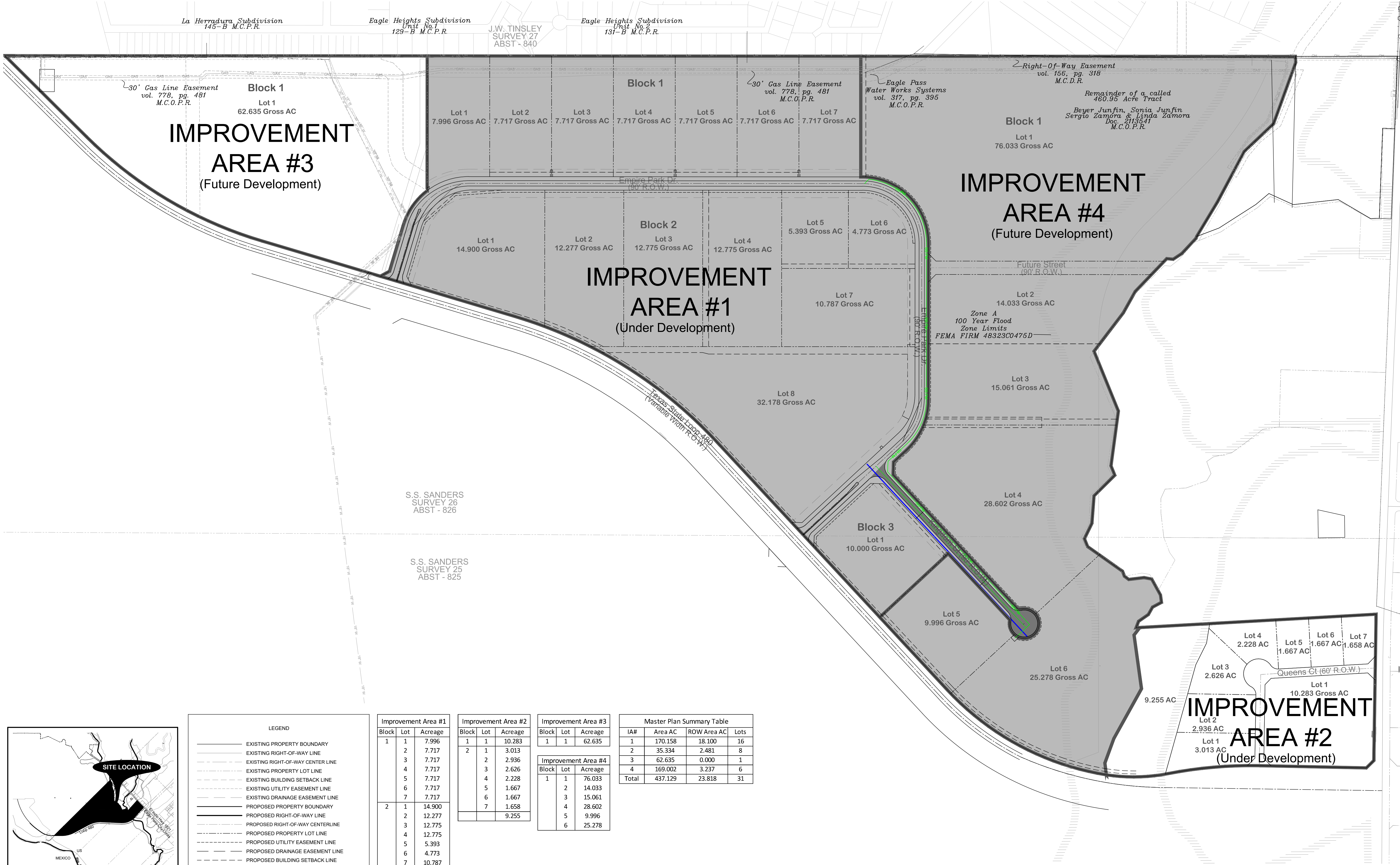
LEGEND	
	EXISTING PROPERTY BOUNDARY
	EXISTING RIGHT-OF-WAY LINE
	EXISTING RIGHT-OF-WAY CENTER LINE
	EXISTING PROPERTY LOT LINE
	EXISTING BUILDING SETBACK LINE
	EXISTING UTILITY EASEMENT LINE
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	PROPOSED UTILITY EASEMENT LINE
	PROPOSED DRAINAGE EASEMENT LINE
	PROPOSED BUILDING SETBACK LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
U.C.	UTILITY CONDUITS DESIGNATION
D.E.	DRAINAGE EASEMENT DESIGNATION
P.D.E.	PRIVATE DRAINAGE EASEMENT DESIGNATION
U.E.	UTILITY EASEMENT DESIGNATION
B.S.	BUILDING SETBACK DESIGNATION

Improvement Area #1		
Block	Lot	Acreage
1	1	7.996
	2	7.717
	3	7.717
	4	7.717
	5	7.717
	6	7.717
	7	7.717
2	1	14.900
	2	12.277
	3	12.775
	4	12.775
	5	5.393
	6	4.773
	7	10.787
3	8	32.178
	1	10.000

Improvement Area #2		
Block	Lot	Acreage
1	1	10.283
	2	3.013
2	1	2.936
	2	2.626
	3	2.228
	4	1.667
	5	1.667
	6	1.658
	7	9.255

Improvement Area #3		
Block	Lot	Acreage
1	1	62.635
	2	3.013
Improvement Area #4		
Block	Lot	Acreage
1	1	76.033
	2	14.033
	3	15.061
	4	28.602
	5	9.996
	6	25.278

Master Plan Summary Table				
IA#	Area AC	ROW Area AC	Lots	
1	170.158	18.100	16	
2	35.334	2.481	8	
3	62.635	0.000	1	
4	169.002	3.237	6	
Total	437.129	23.818	31	



SLAY ENGINEERING

Company, Inc.

REGISTRATION NUMBER F-1901

9901 McPherson Avenue, Suite 104

Laredo, Texas 78945

(956) 791-1406 - Tel.

(956) 791-1703 - Fax.

EST. 1982

DATE PLOTTED

September 16, 2025

ISSUED	DESCRIPTION	#	DATE
1			
2			
3			
4			
5			
6			
7			
8			

PROJECT NO.

23.027

DRAWING NAME

x.EIP Master Plan.dwg

REFERENCE DRAWING

x.Baselle-Unit1.dwg

PROJECT TITLE

EMPIRE INDUSTRIAL PARK
MASTER PLAN

BEING A PORTION OF A CALLED 460.95 ACRE
TRACT DESCRIBED IN EXHIBIT "B" ON DOCUMENT
NUMBER 211 3541 OFFICIAL PUBLIC RECORDS OF
MAVERICK COUNTY, TX

Shared
Improvements

SCALE

1" = 300'

1 of 1

1.0

Appendix 8

Development Costs

Empire Industrial Park Improvement Area #1

Preliminary Opinion of Probable Construction Cost As Of 05/14/2025

Item #	Description	Unit	Quantity	Cost/Unit	Total Cost
<i>Streets</i>					
	Excavation	CY	284,930	\$ 2.45	\$ 698,078.50
	Embankment	CY	292,956	\$ 2.90	\$ 849,572.40
	Dust Control	LS	1	\$ 275,000.00	\$ 275,000.00
	Silt Fence	LF	9,928	\$ 5.15	\$ 51,129.20
	Stabilized Construction Entrance	EA	2	\$ 9,500.00	\$ 19,000.00
	Land Clearing and Demo	AC	220	\$ 1,100.00	\$ 242,000.00
	Energy Dissipators Structures	EA	2	\$ 10,000.00	\$ 20,000.00
	Rock Berm	LF	500	\$ 60.00	\$ 30,000.00
	Establish Vegetation	LS	1	\$ 12,750.00	\$ 12,750.00
					\$ 2,197,530.10
<i>Storm Drainage System Improvements</i>					
	5' X 3' RCB	LF	705	\$ 503.00	\$ 354,615.00
	5' X 4' RCB	LF	132	\$ 555.00	\$ 73,260.00
	Headwall (4- 5'X3' RCB)	EA	2	\$ 34,500.00	\$ 69,000.00
	Headwall (3- 5'X3' RCB)	EA	2	\$ 26,110.00	\$ 52,220.00
	Headwall (2- 5'X4' RCB)	EA	2	\$ 21,300.00	\$ 42,600.00
					\$ 591,695.00
				SUBTOTAL	\$ 2,789,225.10
				General Conditions @ 3%	\$ 83,676.75
				GC Fee @ 9%	\$ 251,030.26
				Contingency @ 10%	\$ 278,922.51
				CONSTRUCTION COST	\$ 3,402,854.62
				Engineering @ 10% of Subtotal	\$ 278,922.51
				Material Testing @ 3% of Subtotal	\$ 83,676.75
				Topographic Survey	\$ 32,500.00
				Platting	\$ 10,000.00
				Geotech Report	\$ 10,000.00
				ENGINEERING & CONSULTANTS	\$ 415,099.26
				TOTAL DEVELOPMENT COST	\$ 3,817,953.89

Empire Industrial Improvement Area #2
Opinion of Probable Construction Cost As Of 10/28/2024

Item #	Description	Unit	Quantity	Cost/Unit	Total Cost
<i>Streets</i>					
	Mobilization	LS	1	\$ 50,000.00	\$ 50,000.00
	9" Street Preparation	SY	8,103	\$ 3.00	\$ 24,309.00
	7" Concrete Curb and Pavement CRCP	SY	7,794	\$ 85.00	\$ 662,490.00
	Excavation	CY	61,130	\$ 3.50	\$ 213,955.00
	Embankment	CY	54,529	\$ 3.50	\$ 190,851.50
	Embankment (Stockpiled)	CY	6,601	\$ 2.50	\$ 16,502.50
	Silt Fence	LF	3,506	\$ 5.00	\$ 17,530.00
	Stabilized Construction Entrance	EA	1	\$ 4,350.00	\$ 4,350.00
	Street/Stop Sign	EA	2	\$ 900.00	\$ 1,800.00
	Traffic Control Plan To Set Up And Maintain	LS	1	\$ 3,500.00	\$ 3,500.00
	Street Striping	LS	1	\$ 10,000.00	\$ 10,000.00
	Street Lighting	LS	1	\$ 20,000.00	\$ 20,000.00
	Land Clearing and Demo	AC	28	\$ 1,100.00	\$ 30,800.00
	Water Line and Consumption	LS	1	\$ 7,400.00	\$ 7,400.00
	Establish Vegetation	LS	1	\$ 12,800.00	\$ 12,800.00
	Marquee Signs	EA	1	\$ 14,000.00	\$ 14,000.00
					\$ 1,280,288.00
<i>Water Utility Improvements</i>					
	8" Water Line	LF	1,923	\$ 50.00	\$ 96,150.00
	8" - Water Valves	EA	17	\$ 2,750.00	\$ 46,750.00
	8" - Cap	EA	9	\$ 950.00	\$ 8,550.00
	Air Release Valves	EA	2	\$ 5,000.00	\$ 10,000.00
	Fire Hydrants	EA	8	\$ 7,500.00	\$ 60,000.00
	Water Connections	EA	1	\$ 8,000.00	\$ 8,000.00
	2" - Water Services	EA	8	\$ 2,000.00	\$ 16,000.00
	8" - 90° Bend	EA	2	\$ 1,800.00	\$ 3,600.00
	8"x8" - Tee	EA	6	\$ 2,200.00	\$ 13,200.00
	8"x8" - Cross	EA	1	\$ 2,200.00	\$ 2,200.00
					\$ 264,450.00
<i>Sewer Utility Improvements</i>					
	8" PVC SS SDR 26 (8'-12')	LF	1,302	\$ 55.00	\$ 71,610.00
	Trench Safety Protection	LF	1,302	\$ 2.70	\$ 3,515.40
	Sanitary Sewer Manhole (8'-12')	EA	2	\$ 7,200.00	\$ 14,400.00
	Sanitary Sewer Manhole (12'-16')	EA	1	\$ 7,600.00	\$ 7,600.00
	Sanitary Sewer Manhole (16'-20')	EA	2	\$ 8,000.00	\$ 16,000.00
	6" - Sewer Service	EA	8	\$ 2,060.00	\$ 16,480.00
	15" Steel Bore For 8" Line	LF	100	\$ 250.00	\$ 25,000.00
					\$ 154,605.40
<i>Storm Drainage System Improvements</i>					
	30"ØRCP	LF	295	\$ 75.00	\$ 22,125.00
	36"ØRCP	LF	384	\$ 90.00	\$ 34,560.00
	30' Earthen Channels Fine Grading	SY	3,015	\$ 5.50	\$ 16,582.50
	10' Curb Inlet	EA	2	\$ 3,600.00	\$ 7,200.00
	Headwall (36" RCP)	EA	1	\$ 4,000.00	\$ 4,000.00

Headwall (30" RCP)	EA	3	\$	3,500.00	\$	10,500.00
					\$	94,967.50

TxDOT ROW Improvements

8" Moisture Condition Subgrade	SY	3,046	\$	3.00	\$	9,138.00
8" Lime Treated Subgrade	SY	1,326	\$	4.00	\$	5,304.00
14" Flex Base	SY	1,326	\$	20.00	\$	26,520.00
4" Hot Mix Asphalt	SY	1,217	\$	36.00	\$	43,812.00
Prime Coat	SY	1,217	\$	3.00	\$	3,651.00
7" Concrete Pavement	SF	14,971	\$	9.50	\$	142,224.50
Striping	LS	1	\$	10,000.00	\$	10,000.00
Traffic Control Plan	LS	1	\$	8,000.00	\$	8,000.00
Traffic Signal	LS	1	\$	300,000.00	\$	300,000.00
					\$	548,649.50
				SUBTOTAL	\$	2,342,960.40

Engineering @ 10%	\$	234,296.04
Material Testing @ 3%	\$	70,288.81
Contingency @ 10%	\$	234,296.04
GC Fee @ 9%	\$	210,866.44
General Condition @ 3%	\$	70,288.81
Topo Survey	\$	5,000.00
Platting	\$	15,000.00
Geotech Report	\$	6,000.00

TOTAL DEVELOPMENT COST \$ 3,188,996.54

Empire Industrial Park ZONE IMPROVEMENTS

Preliminary Opinion of Probable Construction Cost As Of 09/24/2025

Item #	Description	Unit	Quantity	Cost/Unit	Total Cost
<i>Streets</i>					
	Mobilization	LS	1	\$ 150,000.00	\$ 150,000.00
	Preparation of ROW	SY	70,754	\$ 2.25	\$ 159,196.50
	ROW Excavation	CY	10,141	\$ 2.45	\$ 24,845.45
	Street Grading	SY	70,754	\$ 1.06	\$ 74,999.24
	ROW Embankment	CY	53,871	\$ 2.90	\$ 156,225.90
	Grade Control/Fine Grading	SF	266,753	\$ 0.25	\$ 66,688.25
	Labor	SF	266,753	\$ 1.50	\$ 400,129.50
	Concrete	SF	266,753	\$ 3.60	\$ 960,310.80
	Concrete Pump	SF	266,753	\$ 0.50	\$ 133,376.50
	Rebar	SF	266,753	\$ 0.85	\$ 226,740.05
	Seal Joints	SF	266,753	\$ 0.47	\$ 125,373.91
	Concrete Accessories	SF	266,753	\$ 0.50	\$ 133,376.50
	Mono Curb	LF	4,147	\$ 19.00	\$ 78,793.00
	Street/Stop Sign	EA	3	\$ 1,000.00	\$ 3,000.00
	Water Line and Consumption	Est	1	\$ 50,000.00	\$ 50,000.00
	Street Striping	LF	2,065	\$ 5.00	\$ 10,325.00
	Barricades, Signs, and Traffic Handling	MO	6	\$ 8,837.00	\$ 53,022.00
	Sleeves for Traffic Lights	LS	1	\$ 3,000.00	\$ 3,000.00
	Marquee Signs	EA	2	\$ 10,000.00	\$ 20,000.00
					\$ 2,829,402.60
<i>Water Utility Improvements</i>					
	12" Water Line	LF	11,588	\$ 80.20	\$ 929,357.60
	8" - Gate Valve	EA	2	\$ 2,750.00	\$ 5,500.00
	6" - Gate Valve	EA	1	\$ 1,944.00	\$ 1,944.00
	2" Air Release Valves	EA	4	\$ 3,034.00	\$ 12,136.00
	Fire Hydrants	EA	33	\$ 7,000.00	\$ 231,000.00
	2" Temporary Blow Off	EA	2	\$ 1,310.00	\$ 2,620.00
	1" - Water Services	EA	16	\$ 1,186.00	\$ 18,976.00
	12" - Gate Valve	EA	15	\$ 4,550.00	\$ 68,250.00
	Fire Water Service Tee	EA	3	\$ 13,320.00	\$ 39,960.00
	Fire Water Service Cross	EA	8	\$ 22,664.00	\$ 181,312.00
	12" Stub out to Colonial Connection	ELS	1	\$ 11,950.00	\$ 11,950.00
	Crossing Box Culvert	EA	3	\$ 9,768.00	\$ 29,304.00
	D.I. Fittings	TON	4	\$ 28,200.00	\$ 102,930.00
	Hydrostatic Test 7 Disinfect	LS	1	\$ 19,070.00	\$ 19,070.00
	Tie In To Existing	EA	2	\$ 3,310.00	\$ 6,620.00
	Density Test	LS	1	\$ 13,500.00	\$ 13,500.00
	24" Bore w/ steel casing	LF	617	\$ 140.00	\$ 86,380.00
					\$ 1,760,809.60
<i>Sewer Utility Improvements</i>					
	18" PVC SS SDR 26	LF	3,694	\$ 172.00	\$ 635,368.00
	4-5'X3' Box Culvert Crossing	LS	1	\$ 5,145.00	\$ 5,145.00

8" Sewer Lateral	EA	1	\$	7,156.00	\$	7,156.00
Air Test Mandel	LS	2	\$	5,100.00	\$	10,200.00
Tie In To Existing	LS	3	\$	2,020.00	\$	6,060.00
Density Test	LS	1	\$	9,500.00	\$	9,500.00
Trench Safety Protection	LF	1	\$	15,750.00	\$	15,750.00
Sanitary Sewer Manhole	EA	9	\$	9,700.00	\$	87,300.00
6" - Sewer Service	EA	16	\$	3,000.00	\$	48,000.00
Remove Existing 18" S Line w 5 MH	LS	1	\$	69,837.00	\$	69,837.00
Cleanout	EA	3	\$	2,560.00	\$	7,680.00
					\$	901,996.00

TXDOT

Loop 480 Pavement Addition	SY	14,628	\$	90.00	\$	1,316,520.00
TX DOT ROW Signage	LS	1	\$	10,000.00	\$	10,000.00
Traffic Control	EA	1	\$	75,000.00	\$	75,000.00
					\$	1,401,520.00
				SUBTOTAL	\$	6,893,728.20
				General Conditions @ 3%	\$	206,811.85
				GC Fee @ 9%	\$	620,435.54
				Contingency @ 10%	\$	689,372.82
				CONSTRUCTION COST	\$	8,410,348.40
				Engineering @ 10% of Subtotal	\$	689,372.82
				Material Testing @ 3% of Subtotal	\$	206,811.85
				Topographic Survey	\$	48,750.00
				Platting	\$	15,000.00
				Geotech Report	\$	15,000.00
				ENGINEERING & CONSULTANTS	\$	974,934.67
				TOTAL DEVELOPMENT COST	\$	9,385,283.07

Empire Industrial Park SHARED IMPROVEMENTS

Preliminary Opinion of Probable Construction Cost As Of 05/14/2025

Item #	Description	Unit	Quantity	Cost/Unit	Total Cost
<i>Streets</i>					
	Preparation of ROW	SY	16,850	\$ 2.25	\$ 37,912.50
	Street Grading	SY	16,850	\$ 1.06	\$ 17,861.00
	Grade Control/Fine Grading	SF	77,302	\$ 0.25	\$ 19,325.50
	Labor	SF	77,302	\$ 1.50	\$ 115,953.00
	Concrete	SF	77,302	\$ 3.60	\$ 278,287.20
	Concrete Pump	SF	77,302	\$ 0.50	\$ 38,651.00
	Rebar	SF	77,302	\$ 0.85	\$ 65,706.70
	Seal Joints	SF	77,302	\$ 0.47	\$ 36,331.94
	Concrete Accessories	SF	77,302	\$ 0.50	\$ 38,651.00
					\$ 648,679.84
<i>Water Utility Improvements</i>					
	12" Water Line	LF	1,580	\$ 80.20	\$ 126,716.00
	Fire Hydrants	EA	6	\$ 7,000.00	\$ 42,000.00
	12" Gate Valve	EA	1	\$ 4,550.00	\$ 4,550.00
	1" - Water Services	EA	7	\$ 1,186.00	\$ 8,302.00
	1" Water Line to Lift Station	EA	1	\$ 1,850.00	\$ 1,850.00
	Fire Water Service Tee	EA	1	\$ 13,320.00	\$ 13,320.00
	Fire Water Service Cross	EA	2	\$ 22,664.00	\$ 45,328.00
					\$ 242,066.00
<i>Sewer Utility Improvements</i>					
	8" PVC SS SDR 26	LF	3,146	\$ 53.00	\$ 166,738.00
	3" Force Main	LF	3,834	\$ 24.60	\$ 94,316.40
	D.I. Fittings Force Main	TON	0.15	\$ 17,800.00	\$ 2,670.00
	6" - Sewer Service	EA	7	\$ 3,000.00	\$ 21,000.00
	Sanitary Sewer Manhole	EA	8	\$ 9,700.00	\$ 77,600.00
	Lift Station	LS	1	\$ 260,934.00	\$ 260,934.00
					\$ 623,258.40
	SUBTOTAL			\$	1,514,004.24
	General Conditions @ 3%			\$	45,420.13
	GC Fee @ 9%			\$	136,260.38
	Contingency @ 10%			\$	151,400.42
	CONSTRUCTION COST			\$	1,847,085.17
	Engineering @ 10% of Subtotal			\$	151,400.42
	Material Testing @ 3% of Subtotal			\$	45,420.13
	Topographic Survey			\$	16,250.00
	Platting			\$	5,000.00
	Geotech Report			\$	5,000.00
	ENGINEERING & CONSULTANTS			\$	223,070.55
	TOTAL DEVELOPMENT COST			\$	2,070,155.72

APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this appendix:

Improvement Area #1

- Improvement Area #1 Initial Parcel
- Lot Type Industrial

Improvement Area #2

- Lot Type Commercial Block 1 - Lot 1
- Lot Type Commercial Block 2 - Lot 1
- Lot Type Commercial Block 2 - Lot 2
- Lot Type Commercial Block 2 - Lot 3
- Lot Type Commercial Block 2 - Lot 4
- Lot Type Commercial Block 2 - Lot 5
- Lot Type Commercial Block 2 - Lot 6
- Lot Type Commercial Block 2 - Lot 7

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**EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 – BUYER DISCLOSURE –
IMPROVEMENT AREA #1 INITIAL PARCEL**

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 372.005), 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 RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF EAGLE PASS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #1 INITIAL PARCEL PRINCIPAL ASSESSMENT:
\$11,880,000.00**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Eagle Pass, 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 ***Eagle Pass Public Improvement District No. 1*** (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 City of Eagle Pass. The exact amount of each annual installment will be approved each year by the City of Eagle Pass City Council 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 City of Eagle Pass.

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.

¹ 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 Maverick 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]²

² 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 _____

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]³

³ 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 Maverick 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 _____

§

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]⁴

⁴ 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 Maverick County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 INITIAL PARCEL

Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest ^[b]	Additional Interest	Annual Collection Costs	Total Annual Installment Due ^[c]
2026	\$ -	\$ 742,500	\$ (742,500)	\$ 59,400	\$ 40,000	\$ 99,400
2027	\$ 108,000	\$ 742,500	\$ -	\$ 59,400	\$ 40,800	\$ 950,700
2028	\$ 115,000	\$ 735,750	\$ -	\$ 58,860	\$ 41,616	\$ 951,226
2029	\$ 122,000	\$ 728,563	\$ -	\$ 58,285	\$ 42,448	\$ 951,296
2030	\$ 130,000	\$ 720,938	\$ -	\$ 57,675	\$ 43,297	\$ 951,910
2031	\$ 138,000	\$ 712,813	\$ -	\$ 57,025	\$ 44,163	\$ 952,001
2032	\$ 147,000	\$ 704,188	\$ -	\$ 56,335	\$ 45,046	\$ 952,569
2033	\$ 156,000	\$ 695,000	\$ -	\$ 55,600	\$ 45,947	\$ 952,547
2034	\$ 165,000	\$ 685,250	\$ -	\$ 54,820	\$ 46,866	\$ 951,936
2035	\$ 176,000	\$ 674,938	\$ -	\$ 53,995	\$ 47,804	\$ 952,736
2036	\$ 187,000	\$ 663,938	\$ -	\$ 53,115	\$ 48,760	\$ 952,812
2037	\$ 199,000	\$ 652,250	\$ -	\$ 52,180	\$ 49,735	\$ 953,165
2038	\$ 211,000	\$ 639,813	\$ -	\$ 51,185	\$ 50,730	\$ 952,727
2039	\$ 224,000	\$ 626,625	\$ -	\$ 50,130	\$ 51,744	\$ 952,499
2040	\$ 238,000	\$ 612,625	\$ -	\$ 49,010	\$ 52,779	\$ 952,414
2041	\$ 253,000	\$ 597,750	\$ -	\$ 47,820	\$ 53,835	\$ 952,405
2042	\$ 269,000	\$ 581,938	\$ -	\$ 46,555	\$ 54,911	\$ 952,404
2043	\$ 286,000	\$ 565,125	\$ -	\$ 45,210	\$ 56,010	\$ 952,345
2044	\$ 303,000	\$ 547,250	\$ -	\$ 43,780	\$ 57,130	\$ 951,160
2045	\$ 322,000	\$ 528,313	\$ -	\$ 42,265	\$ 58,272	\$ 950,850
2046	\$ 343,000	\$ 508,188	\$ -	\$ 40,655	\$ 59,438	\$ 951,280
2047	\$ 364,000	\$ 486,750	\$ -	\$ 38,940	\$ 60,627	\$ 950,317
2048	\$ 387,000	\$ 464,000	\$ -	\$ 37,120	\$ 61,839	\$ 949,959
2049	\$ 411,000	\$ 439,813	\$ -	\$ 35,185	\$ 63,076	\$ 949,073
2050	\$ 437,000	\$ 414,125	\$ -	\$ 33,130	\$ 64,337	\$ 948,592
2051	\$ 464,000	\$ 386,813	\$ -	\$ 30,945	\$ 65,624	\$ 947,382
2052	\$ 493,000	\$ 357,813	\$ -	\$ 28,625	\$ 66,937	\$ 946,374
2053	\$ 524,000	\$ 327,000	\$ -	\$ 26,160	\$ 68,275	\$ 945,435
2054	\$ 557,000	\$ 294,250	\$ -	\$ 23,540	\$ 69,641	\$ 944,431
2055	\$ 591,000	\$ 259,438	\$ -	\$ 20,755	\$ 71,034	\$ 942,226
2056	\$ 628,000	\$ 222,500	\$ -	\$ 17,800	\$ 72,454	\$ 940,754
2057	\$ 668,000	\$ 183,250	\$ -	\$ 14,660	\$ 73,904	\$ 939,814
2058	\$ 709,000	\$ 141,500	\$ -	\$ 11,320	\$ 75,382	\$ 937,202
2059	\$ 754,000	\$ 97,188	\$ -	\$ 7,775	\$ 76,889	\$ 935,852
2060	\$ 801,000	\$ 50,063	\$ -	\$ 4,005	\$ 78,427	\$ 933,495
Total	\$ 11,880,000	\$ 17,790,750	\$ (742,500)	\$ 1,423,260	\$ 1,999,779	\$ 32,351,289

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] Assumes 12 months of capitalized interest.

[c] 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.

**EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 – BUYER DISCLOSURE –
IMPROVEMENT AREA #1 LOT TYPE INDUSTRIAL**

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 372.005), 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 RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF EAGLE PASS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #1 LOT TYPE INDUSTRIAL PRINCIPAL ASSESSMENT:
\$11,880,000.00**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Eagle Pass, 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 ***Eagle Pass Public Improvement District No. 1*** (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 City of Eagle Pass. The exact amount of each annual installment will be approved each year by the City of Eagle Pass City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Eagle Pass.

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.

¹ 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 Maverick 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]²

² 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 _____

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]³

³ 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 Maverick 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

§

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COUNTY OF _____

§

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]⁴

⁴ 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 Maverick County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE INDUSTRIAL

Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest ^[b]	Additional Interest	Annual Collection Costs	Total Annual Installment Due ^[c]
2026	\$ -	\$ 742,500	\$ (742,500)	\$ 59,400	\$ 40,000	\$ 99,400
2027	\$ 108,000	\$ 742,500	\$ -	\$ 59,400	\$ 40,800	\$ 950,700
2028	\$ 115,000	\$ 735,750	\$ -	\$ 58,860	\$ 41,616	\$ 951,226
2029	\$ 122,000	\$ 728,563	\$ -	\$ 58,285	\$ 42,448	\$ 951,296
2030	\$ 130,000	\$ 720,938	\$ -	\$ 57,675	\$ 43,297	\$ 951,910
2031	\$ 138,000	\$ 712,813	\$ -	\$ 57,025	\$ 44,163	\$ 952,001
2032	\$ 147,000	\$ 704,188	\$ -	\$ 56,335	\$ 45,046	\$ 952,569
2033	\$ 156,000	\$ 695,000	\$ -	\$ 55,600	\$ 45,947	\$ 952,547
2034	\$ 165,000	\$ 685,250	\$ -	\$ 54,820	\$ 46,866	\$ 951,936
2035	\$ 176,000	\$ 674,938	\$ -	\$ 53,995	\$ 47,804	\$ 952,736
2036	\$ 187,000	\$ 663,938	\$ -	\$ 53,115	\$ 48,760	\$ 952,812
2037	\$ 199,000	\$ 652,250	\$ -	\$ 52,180	\$ 49,735	\$ 953,165
2038	\$ 211,000	\$ 639,813	\$ -	\$ 51,185	\$ 50,730	\$ 952,727
2039	\$ 224,000	\$ 626,625	\$ -	\$ 50,130	\$ 51,744	\$ 952,499
2040	\$ 238,000	\$ 612,625	\$ -	\$ 49,010	\$ 52,779	\$ 952,414
2041	\$ 253,000	\$ 597,750	\$ -	\$ 47,820	\$ 53,835	\$ 952,405
2042	\$ 269,000	\$ 581,938	\$ -	\$ 46,555	\$ 54,911	\$ 952,404
2043	\$ 286,000	\$ 565,125	\$ -	\$ 45,210	\$ 56,010	\$ 952,345
2044	\$ 303,000	\$ 547,250	\$ -	\$ 43,780	\$ 57,130	\$ 951,160
2045	\$ 322,000	\$ 528,313	\$ -	\$ 42,265	\$ 58,272	\$ 950,850
2046	\$ 343,000	\$ 508,188	\$ -	\$ 40,655	\$ 59,438	\$ 951,280
2047	\$ 364,000	\$ 486,750	\$ -	\$ 38,940	\$ 60,627	\$ 950,317
2048	\$ 387,000	\$ 464,000	\$ -	\$ 37,120	\$ 61,839	\$ 949,959
2049	\$ 411,000	\$ 439,813	\$ -	\$ 35,185	\$ 63,076	\$ 949,073
2050	\$ 437,000	\$ 414,125	\$ -	\$ 33,130	\$ 64,337	\$ 948,592
2051	\$ 464,000	\$ 386,813	\$ -	\$ 30,945	\$ 65,624	\$ 947,382
2052	\$ 493,000	\$ 357,813	\$ -	\$ 28,625	\$ 66,937	\$ 946,374
2053	\$ 524,000	\$ 327,000	\$ -	\$ 26,160	\$ 68,275	\$ 945,435
2054	\$ 557,000	\$ 294,250	\$ -	\$ 23,540	\$ 69,641	\$ 944,431
2055	\$ 591,000	\$ 259,438	\$ -	\$ 20,755	\$ 71,034	\$ 942,226
2056	\$ 628,000	\$ 222,500	\$ -	\$ 17,800	\$ 72,454	\$ 940,754
2057	\$ 668,000	\$ 183,250	\$ -	\$ 14,660	\$ 73,904	\$ 939,814
2058	\$ 709,000	\$ 141,500	\$ -	\$ 11,320	\$ 75,382	\$ 937,202
2059	\$ 754,000	\$ 97,188	\$ -	\$ 7,775	\$ 76,889	\$ 935,852
2060	\$ 801,000	\$ 50,063	\$ -	\$ 4,005	\$ 78,427	\$ 933,495
Total	\$ 11,880,000	\$ 17,790,750	\$ (742,500)	\$ 1,423,260	\$ 1,999,779	\$ 32,351,289

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] Assumes 12 months of capitalized interest.

[c] 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

**EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 – BUYER DISCLOSURE –
IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 1 – LOT 1**

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 372.005), 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 RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF EAGLE PASS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 1 – LOT 1
PRINCIPAL ASSESSMENT: \$561,533.65**

**IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 1 – LOT 1
REQUIRED CONSTRUCTION OF 23,762 SQUARE FEET. ESTIMATED VALUE IS
\$8,000,000, AND FINAL VALUE DETERMINED BY THE APPRAISAL DISTRICT.**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Eagle Pass, 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 *Eagle Pass Public Improvement District No. 1* (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 City of Eagle Pass. The exact amount of each annual installment will be approved each year by the City of Eagle Pass City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Eagle Pass.

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.

¹ 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 Maverick 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]²

² 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

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COUNTY OF _____

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]³

³ 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 Maverick 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 _____

§

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]⁴

⁴ 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 Maverick County.

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL
BLOCK 1 - LOT 1**

Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest ^[b]	Additional Interest	Annual Collection Costs	Total Annual Installment Due ^[c]
2026	\$ -	\$ 35,095.85	\$ (35,095.85)	\$ 2,807.67	\$ 7,984.84	\$ 10,792.51
2027	\$ 5,190.14	\$ 35,095.85	\$ -	\$ 2,807.67	\$ 8,144.53	\$ 51,238.20
2028	\$ 5,389.76	\$ 34,771.47	\$ -	\$ 2,781.72	\$ 8,307.42	\$ 51,250.38
2029	\$ 5,789.01	\$ 34,434.61	\$ -	\$ 2,754.77	\$ 8,473.57	\$ 51,451.96
2030	\$ 6,188.25	\$ 34,072.80	\$ -	\$ 2,725.82	\$ 8,643.04	\$ 51,629.91
2031	\$ 6,587.49	\$ 33,686.03	\$ -	\$ 2,694.88	\$ 8,815.91	\$ 51,784.31
2032	\$ 6,986.73	\$ 33,274.31	\$ -	\$ 2,661.94	\$ 8,992.22	\$ 51,915.21
2033	\$ 7,385.97	\$ 32,837.64	\$ -	\$ 2,627.01	\$ 9,172.07	\$ 52,022.69
2034	\$ 7,785.22	\$ 32,376.02	\$ -	\$ 2,590.08	\$ 9,355.51	\$ 52,106.82
2035	\$ 8,384.08	\$ 31,889.44	\$ -	\$ 2,551.16	\$ 9,542.62	\$ 52,367.30
2036	\$ 8,783.32	\$ 31,365.44	\$ -	\$ 2,509.23	\$ 9,733.47	\$ 52,391.46
2037	\$ 9,382.18	\$ 30,816.48	\$ -	\$ 2,465.32	\$ 9,928.14	\$ 52,592.12
2038	\$ 9,981.05	\$ 30,230.09	\$ -	\$ 2,418.41	\$ 10,126.70	\$ 52,756.25
2039	\$ 10,579.91	\$ 29,606.28	\$ -	\$ 2,368.50	\$ 10,329.24	\$ 52,883.93
2040	\$ 11,178.77	\$ 28,945.03	\$ -	\$ 2,315.60	\$ 10,535.82	\$ 52,975.23
2041	\$ 11,977.26	\$ 28,246.36	\$ -	\$ 2,259.71	\$ 10,746.54	\$ 53,229.86
2042	\$ 12,775.74	\$ 27,497.78	\$ -	\$ 2,199.82	\$ 10,961.47	\$ 53,434.81
2043	\$ 13,574.22	\$ 26,699.30	\$ -	\$ 2,135.94	\$ 11,180.70	\$ 53,590.16
2044	\$ 14,372.71	\$ 25,850.91	\$ -	\$ 2,068.07	\$ 11,404.31	\$ 53,696.00
2045	\$ 15,171.19	\$ 24,952.61	\$ -	\$ 1,996.21	\$ 11,632.40	\$ 53,752.41
2046	\$ 16,169.29	\$ 24,004.42	\$ -	\$ 1,920.35	\$ 11,865.05	\$ 53,959.11
2047	\$ 17,167.40	\$ 22,993.83	\$ -	\$ 1,839.51	\$ 12,102.35	\$ 54,103.09
2048	\$ 18,365.12	\$ 21,920.87	\$ -	\$ 1,753.67	\$ 12,344.40	\$ 54,384.06
2049	\$ 19,363.23	\$ 20,773.05	\$ -	\$ 1,661.84	\$ 12,591.28	\$ 54,389.41
2050	\$ 20,560.95	\$ 19,562.85	\$ -	\$ 1,565.03	\$ 12,843.11	\$ 54,531.94
2051	\$ 21,958.30	\$ 18,277.79	\$ -	\$ 1,462.22	\$ 13,099.97	\$ 54,798.29
2052	\$ 23,355.65	\$ 16,905.40	\$ -	\$ 1,352.43	\$ 13,361.97	\$ 54,975.45
2053	\$ 24,752.99	\$ 15,445.67	\$ -	\$ 1,235.65	\$ 13,629.21	\$ 55,063.53
2054	\$ 26,349.96	\$ 13,898.61	\$ -	\$ 1,111.89	\$ 13,901.79	\$ 55,262.25
2055	\$ 27,946.93	\$ 12,251.73	\$ -	\$ 980.14	\$ 14,179.83	\$ 55,358.63
2056	\$ 29,743.52	\$ 10,505.05	\$ -	\$ 840.40	\$ 14,463.43	\$ 55,552.40
2057	\$ 31,540.11	\$ 8,646.08	\$ -	\$ 691.69	\$ 14,752.70	\$ 55,630.57
2058	\$ 33,536.31	\$ 6,674.82	\$ -	\$ 533.99	\$ 15,047.75	\$ 55,792.87
2059	\$ 35,532.52	\$ 4,578.80	\$ -	\$ 366.30	\$ 15,348.70	\$ 55,826.34
2060	\$ 37,728.35	\$ 2,358.02	\$ -	\$ 188.64	\$ 15,655.68	\$ 55,930.70
Total	\$ 561,533.65	\$ 840,541.31	\$ (35,095.85)	\$ 67,243.30	\$ 399,197.74	\$ 1,833,420.16

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] Assumes 12 months of capitalized interest.

[c] 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.

**EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 – BUYER DISCLOSURE –
IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 1**

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 372.005), 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 RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF EAGLE PASS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 1
PRINCIPAL ASSESSMENT: \$429,481.99**

**IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 1
REQUIRED CONSTRUCTION OF 43,705 SQUARE FEET. ESTIMATED VALUE IS
\$6,118,700, AND FINAL VALUE DETERMINED BY THE APPRAISAL DISTRICT.**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Eagle Pass, 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 *Eagle Pass Public Improvement District No. 1* (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 City of Eagle Pass. The exact amount of each annual installment will be approved each year by the City of Eagle Pass City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Eagle Pass.

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.

¹ 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 Maverick 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]²

² 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

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COUNTY OF _____

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]³

³ 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 Maverick 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

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§

COUNTY OF _____

§

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]⁴

⁴ 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 Maverick County.

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL
BLOCK 2 - LOT 1**

Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest ^[b]	Additional Interest	Annual Collection Costs	Total Annual Installment Due ^[c]
2026	\$ -	\$ 26,842.62	\$ (26,842.62)	\$ 2,147.41	\$ 6,107.10	\$ 8,254.51
2027	\$ 3,969.62	\$ 26,842.62	\$ -	\$ 2,147.41	\$ 6,229.24	\$ 39,188.90
2028	\$ 4,122.29	\$ 26,594.52	\$ -	\$ 2,127.56	\$ 6,353.83	\$ 39,198.21
2029	\$ 4,427.65	\$ 26,336.88	\$ -	\$ 2,106.95	\$ 6,480.91	\$ 39,352.39
2030	\$ 4,733.00	\$ 26,060.15	\$ -	\$ 2,084.81	\$ 6,610.52	\$ 39,488.49
2031	\$ 5,038.36	\$ 25,764.34	\$ -	\$ 2,061.15	\$ 6,742.73	\$ 39,606.58
2032	\$ 5,343.71	\$ 25,449.44	\$ -	\$ 2,035.96	\$ 6,877.59	\$ 39,706.70
2033	\$ 5,649.07	\$ 25,115.46	\$ -	\$ 2,009.24	\$ 7,015.14	\$ 39,788.91
2034	\$ 5,954.43	\$ 24,762.39	\$ -	\$ 1,980.99	\$ 7,155.44	\$ 39,853.25
2035	\$ 6,412.46	\$ 24,390.24	\$ -	\$ 1,951.22	\$ 7,298.55	\$ 40,052.47
2036	\$ 6,717.81	\$ 23,989.46	\$ -	\$ 1,919.16	\$ 7,444.52	\$ 40,070.96
2037	\$ 7,175.85	\$ 23,569.60	\$ -	\$ 1,885.57	\$ 7,593.41	\$ 40,224.43
2038	\$ 7,633.88	\$ 23,121.11	\$ -	\$ 1,849.69	\$ 7,745.28	\$ 40,349.96
2039	\$ 8,091.91	\$ 22,643.99	\$ -	\$ 1,811.52	\$ 7,900.19	\$ 40,447.61
2040	\$ 8,549.94	\$ 22,138.25	\$ -	\$ 1,771.06	\$ 8,058.19	\$ 40,517.44
2041	\$ 9,160.65	\$ 21,603.88	\$ -	\$ 1,728.31	\$ 8,219.36	\$ 40,712.20
2042	\$ 9,771.36	\$ 21,031.33	\$ -	\$ 1,682.51	\$ 8,383.74	\$ 40,868.95
2043	\$ 10,382.07	\$ 20,420.62	\$ -	\$ 1,633.65	\$ 8,551.42	\$ 40,987.77
2044	\$ 10,992.78	\$ 19,771.74	\$ -	\$ 1,581.74	\$ 8,722.45	\$ 41,068.72
2045	\$ 11,603.49	\$ 19,084.70	\$ -	\$ 1,526.78	\$ 8,896.90	\$ 41,111.86
2046	\$ 12,366.88	\$ 18,359.48	\$ -	\$ 1,468.76	\$ 9,074.83	\$ 41,269.95
2047	\$ 13,130.27	\$ 17,586.55	\$ -	\$ 1,406.92	\$ 9,256.33	\$ 41,380.07
2048	\$ 14,046.34	\$ 16,765.91	\$ -	\$ 1,341.27	\$ 9,441.46	\$ 41,594.97
2049	\$ 14,809.72	\$ 15,888.01	\$ -	\$ 1,271.04	\$ 9,630.29	\$ 41,599.06
2050	\$ 15,725.79	\$ 14,962.40	\$ -	\$ 1,196.99	\$ 9,822.89	\$ 41,708.07
2051	\$ 16,794.53	\$ 13,979.54	\$ -	\$ 1,118.36	\$ 10,019.35	\$ 41,911.78
2052	\$ 17,863.28	\$ 12,929.88	\$ -	\$ 1,034.39	\$ 10,219.74	\$ 42,047.28
2053	\$ 18,932.02	\$ 11,813.43	\$ -	\$ 945.07	\$ 10,424.13	\$ 42,114.65
2054	\$ 20,153.44	\$ 10,630.18	\$ -	\$ 850.41	\$ 10,632.61	\$ 42,266.64
2055	\$ 21,374.86	\$ 9,370.59	\$ -	\$ 749.65	\$ 10,845.27	\$ 42,340.36
2056	\$ 22,748.96	\$ 8,034.66	\$ -	\$ 642.77	\$ 11,062.17	\$ 42,488.56
2057	\$ 24,123.06	\$ 6,612.85	\$ -	\$ 529.03	\$ 11,283.41	\$ 42,548.34
2058	\$ 25,649.83	\$ 5,105.16	\$ -	\$ 408.41	\$ 11,509.08	\$ 42,672.48
2059	\$ 27,176.61	\$ 3,502.04	\$ -	\$ 280.16	\$ 11,739.26	\$ 42,698.08
2060	\$ 28,856.06	\$ 1,803.50	\$ -	\$ 144.28	\$ 11,974.05	\$ 42,777.89
Total	\$ 429,481.99	\$ 642,877.52	\$ (26,842.62)	\$ 51,430.20	\$ 305,321.40	\$ 1,402,268.49

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] Assumes 12 months of capitalized interest.

[c] 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.

**EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 – BUYER DISCLOSURE –
IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 2**

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 372.005), 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 RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF EAGLE PASS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 2
PRINCIPAL ASSESSMENT: \$418,505.41**

**IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 2
REQUIRED CONSTRUCTION OF 42,588 SQUARE FEET. ESTIMATED VALUE IS
\$5,962,320, AND FINAL VALUE DETERMINED BY THE APPRAISAL DISTRICT.**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Eagle Pass, 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 *Eagle Pass Public Improvement District No. 1* (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 City of Eagle Pass. The exact amount of each annual installment will be approved each year by the City of Eagle Pass City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Eagle Pass.

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.

¹ 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 Maverick 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]²

² 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

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COUNTY OF _____

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]³

³ 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 Maverick 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

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COUNTY OF _____

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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]⁴

⁴ 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 Maverick County.

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL
BLOCK 2 - LOT 2**

Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest ^[b]	Additional Interest	Annual Collection Costs	Total Annual Installment Due ^[c]
2026	\$ -	\$ 26,156.59	\$ (26,156.59)	\$ 2,092.53	\$ 5,951.02	\$ 8,043.55
2027	\$ 3,868.16	\$ 26,156.59	\$ -	\$ 2,092.53	\$ 6,070.04	\$ 38,187.32
2028	\$ 4,016.94	\$ 25,914.83	\$ -	\$ 2,073.19	\$ 6,191.44	\$ 38,196.39
2029	\$ 4,314.49	\$ 25,663.77	\$ -	\$ 2,053.10	\$ 6,315.27	\$ 38,346.63
2030	\$ 4,612.04	\$ 25,394.11	\$ -	\$ 2,031.53	\$ 6,441.57	\$ 38,479.26
2031	\$ 4,909.59	\$ 25,105.86	\$ -	\$ 2,008.47	\$ 6,570.41	\$ 38,594.33
2032	\$ 5,207.14	\$ 24,799.01	\$ -	\$ 1,983.92	\$ 6,701.81	\$ 38,691.89
2033	\$ 5,504.69	\$ 24,473.57	\$ -	\$ 1,957.89	\$ 6,835.85	\$ 38,771.99
2034	\$ 5,802.24	\$ 24,129.52	\$ -	\$ 1,930.36	\$ 6,972.57	\$ 38,834.69
2035	\$ 6,248.57	\$ 23,766.88	\$ -	\$ 1,901.35	\$ 7,112.02	\$ 39,028.82
2036	\$ 6,546.12	\$ 23,376.35	\$ -	\$ 1,870.11	\$ 7,254.26	\$ 39,046.83
2037	\$ 6,992.45	\$ 22,967.21	\$ -	\$ 1,837.38	\$ 7,399.34	\$ 39,196.38
2038	\$ 7,438.77	\$ 22,530.19	\$ -	\$ 1,802.41	\$ 7,547.33	\$ 39,318.71
2039	\$ 7,885.10	\$ 22,065.26	\$ -	\$ 1,765.22	\$ 7,698.28	\$ 39,413.86
2040	\$ 8,331.43	\$ 21,572.44	\$ -	\$ 1,725.80	\$ 7,852.24	\$ 39,481.91
2041	\$ 8,926.53	\$ 21,051.73	\$ -	\$ 1,684.14	\$ 8,009.29	\$ 39,671.68
2042	\$ 9,521.63	\$ 20,493.82	\$ -	\$ 1,639.51	\$ 8,169.47	\$ 39,824.43
2043	\$ 10,116.73	\$ 19,898.72	\$ -	\$ 1,591.90	\$ 8,332.86	\$ 39,940.21
2044	\$ 10,711.83	\$ 19,266.42	\$ -	\$ 1,541.31	\$ 8,499.52	\$ 40,019.09
2045	\$ 11,306.94	\$ 18,596.93	\$ -	\$ 1,487.75	\$ 8,669.51	\$ 40,061.14
2046	\$ 12,050.81	\$ 17,890.25	\$ -	\$ 1,431.22	\$ 8,842.90	\$ 40,215.19
2047	\$ 12,794.69	\$ 17,137.08	\$ -	\$ 1,370.97	\$ 9,019.76	\$ 40,322.49
2048	\$ 13,687.34	\$ 16,337.41	\$ -	\$ 1,306.99	\$ 9,200.15	\$ 40,531.90
2049	\$ 14,431.22	\$ 15,481.95	\$ -	\$ 1,238.56	\$ 9,384.16	\$ 40,535.88
2050	\$ 15,323.87	\$ 14,580.00	\$ -	\$ 1,166.40	\$ 9,571.84	\$ 40,642.11
2051	\$ 16,365.30	\$ 13,622.25	\$ -	\$ 1,089.78	\$ 9,763.28	\$ 40,840.61
2052	\$ 17,406.73	\$ 12,599.42	\$ -	\$ 1,007.95	\$ 9,958.54	\$ 40,972.65
2053	\$ 18,448.16	\$ 11,511.50	\$ -	\$ 920.92	\$ 10,157.71	\$ 41,038.30
2054	\$ 19,638.36	\$ 10,358.49	\$ -	\$ 828.68	\$ 10,360.87	\$ 41,186.40
2055	\$ 20,828.57	\$ 9,131.09	\$ -	\$ 730.49	\$ 10,568.09	\$ 41,258.23
2056	\$ 22,167.55	\$ 7,829.31	\$ -	\$ 626.34	\$ 10,779.45	\$ 41,402.65
2057	\$ 23,506.53	\$ 6,443.84	\$ -	\$ 515.51	\$ 10,995.04	\$ 41,460.91
2058	\$ 24,994.28	\$ 4,974.68	\$ -	\$ 397.97	\$ 11,214.94	\$ 41,581.87
2059	\$ 26,482.03	\$ 3,412.54	\$ -	\$ 273.00	\$ 11,439.24	\$ 41,606.81
2060	\$ 28,118.56	\$ 1,757.41	\$ -	\$ 140.59	\$ 11,668.02	\$ 41,684.59
Total	\$ 418,505.41	\$ 626,447.03	\$ (26,156.59)	\$ 50,115.76	\$ 297,518.09	\$ 1,366,429.71

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] Assumes 12 months of capitalized interest.

[c] 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

**EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 – BUYER DISCLOSURE –
IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 3**

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 372.005), 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 RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF EAGLE PASS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 3
PRINCIPAL ASSESSMENT: \$374,314.12**

**IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 3
REQUIRED CONSTRUCTION OF 38,091 SQUARE FEET. ESTIMATED VALUE IS
\$5,332,740, AND FINAL VALUE DETERMINED BY THE APPRAISAL DISTRICT.**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Eagle Pass, 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 *Eagle Pass Public Improvement District No. 1* (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 City of Eagle Pass. The exact amount of each annual installment will be approved each year by the City of Eagle Pass City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Eagle Pass.

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.

¹ 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 Maverick 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]²

² 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

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COUNTY OF _____

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]³

³ 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 Maverick 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

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COUNTY OF _____

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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]⁴

⁴ 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 Maverick County.

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL
BLOCK 2 - LOT 3**

Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest ^[b]	Additional Interest	Annual Collection Costs	Total Annual Installment Due ^[c]
2026	\$ -	\$ 23,394.63	\$ (23,394.63)	\$ 1,871.57	\$ 5,322.63	\$ 7,194.20
2027	\$ 3,459.71	\$ 23,394.63	\$ -	\$ 1,871.57	\$ 5,429.08	\$ 34,155.00
2028	\$ 3,592.78	\$ 23,178.40	\$ -	\$ 1,854.27	\$ 5,537.67	\$ 34,163.12
2029	\$ 3,858.91	\$ 22,953.85	\$ -	\$ 1,836.31	\$ 5,648.42	\$ 34,297.49
2030	\$ 4,125.04	\$ 22,712.67	\$ -	\$ 1,817.01	\$ 5,761.39	\$ 34,416.11
2031	\$ 4,391.17	\$ 22,454.86	\$ -	\$ 1,796.39	\$ 5,876.62	\$ 34,519.03
2032	\$ 4,657.30	\$ 22,180.41	\$ -	\$ 1,774.43	\$ 5,994.15	\$ 34,606.29
2033	\$ 4,923.43	\$ 21,889.33	\$ -	\$ 1,751.15	\$ 6,114.03	\$ 34,677.94
2034	\$ 5,189.57	\$ 21,581.61	\$ -	\$ 1,726.53	\$ 6,236.31	\$ 34,734.02
2035	\$ 5,588.76	\$ 21,257.26	\$ -	\$ 1,700.58	\$ 6,361.04	\$ 34,907.65
2036	\$ 5,854.90	\$ 20,907.97	\$ -	\$ 1,672.64	\$ 6,488.26	\$ 34,923.76
2037	\$ 6,254.09	\$ 20,542.03	\$ -	\$ 1,643.36	\$ 6,618.02	\$ 35,057.51
2038	\$ 6,653.29	\$ 20,151.15	\$ -	\$ 1,612.09	\$ 6,750.38	\$ 35,166.92
2039	\$ 7,052.49	\$ 19,735.32	\$ -	\$ 1,578.83	\$ 6,885.39	\$ 35,252.03
2040	\$ 7,451.69	\$ 19,294.54	\$ -	\$ 1,543.56	\$ 7,023.10	\$ 35,312.89
2041	\$ 7,983.95	\$ 18,828.81	\$ -	\$ 1,506.30	\$ 7,163.56	\$ 35,482.63
2042	\$ 8,516.21	\$ 18,329.82	\$ -	\$ 1,466.39	\$ 7,306.83	\$ 35,619.25
2043	\$ 9,048.47	\$ 17,797.55	\$ -	\$ 1,423.80	\$ 7,452.97	\$ 35,722.80
2044	\$ 9,580.74	\$ 17,232.02	\$ -	\$ 1,378.56	\$ 7,602.03	\$ 35,793.35
2045	\$ 10,113.00	\$ 16,633.23	\$ -	\$ 1,330.66	\$ 7,754.07	\$ 35,830.96
2046	\$ 10,778.33	\$ 16,001.16	\$ -	\$ 1,280.09	\$ 7,909.15	\$ 35,968.74
2047	\$ 11,443.66	\$ 15,327.52	\$ -	\$ 1,226.20	\$ 8,067.33	\$ 36,064.71
2048	\$ 12,242.05	\$ 14,612.29	\$ -	\$ 1,168.98	\$ 8,228.68	\$ 36,252.01
2049	\$ 12,907.38	\$ 13,847.16	\$ -	\$ 1,107.77	\$ 8,393.25	\$ 36,255.57
2050	\$ 13,705.78	\$ 13,040.45	\$ -	\$ 1,043.24	\$ 8,561.12	\$ 36,350.58
2051	\$ 14,637.24	\$ 12,183.84	\$ -	\$ 974.71	\$ 8,732.34	\$ 36,528.13
2052	\$ 15,568.70	\$ 11,269.01	\$ -	\$ 901.52	\$ 8,906.99	\$ 36,646.22
2053	\$ 16,500.16	\$ 10,295.97	\$ -	\$ 823.68	\$ 9,085.13	\$ 36,704.93
2054	\$ 17,564.69	\$ 9,264.71	\$ -	\$ 741.18	\$ 9,266.83	\$ 36,837.40
2055	\$ 18,629.21	\$ 8,166.91	\$ -	\$ 653.35	\$ 9,452.17	\$ 36,901.65
2056	\$ 19,826.81	\$ 7,002.59	\$ -	\$ 560.21	\$ 9,641.21	\$ 37,030.81
2057	\$ 21,024.40	\$ 5,763.41	\$ -	\$ 461.07	\$ 9,834.04	\$ 37,082.92
2058	\$ 22,355.06	\$ 4,449.39	\$ -	\$ 355.95	\$ 10,030.72	\$ 37,191.11
2059	\$ 23,685.71	\$ 3,052.20	\$ -	\$ 244.18	\$ 10,231.33	\$ 37,213.42
2060	\$ 25,149.44	\$ 1,571.84	\$ -	\$ 125.75	\$ 10,435.96	\$ 37,282.98
Total	\$ 374,314.12	\$ 560,298.53	\$ (23,394.63)	\$ 44,823.88	\$ 266,102.22	\$ 1,222,144.13

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] Assumes 12 months of capitalized interest.

[c] 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.

**EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 – BUYER DISCLOSURE –
IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 4**

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 372.005), 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 RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF EAGLE PASS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 4
PRINCIPAL ASSESSMENT: \$317,583.78**

**IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 4
REQUIRED CONSTRUCTION OF 32,318 SQUARE FEET. ESTIMATED VALUE IS
\$4,524,520, AND FINAL VALUE DETERMINED BY THE APPRAISAL DISTRICT.**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Eagle Pass, 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 *Eagle Pass Public Improvement District No. 1* (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 City of Eagle Pass. The exact amount of each annual installment will be approved each year by the City of Eagle Pass City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Eagle Pass.

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.

¹ 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 Maverick 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]²

² 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

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COUNTY OF _____

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]³

³ 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 Maverick 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

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COUNTY OF _____

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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]⁴

⁴ 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 Maverick County.

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL
BLOCK 2 - LOT 4**

Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest ^[b]	Additional Interest	Annual Collection Costs	Total Annual Installment Due ^[c]
2026	\$ -	\$ 19,848.99	\$ (19,848.99)	\$ 1,587.92	\$ 4,515.94	\$ 6,103.86
2027	\$ 2,935.36	\$ 19,848.99	\$ -	\$ 1,587.92	\$ 4,606.26	\$ 28,978.53
2028	\$ 3,048.26	\$ 19,665.53	\$ -	\$ 1,573.24	\$ 4,698.39	\$ 28,985.42
2029	\$ 3,274.06	\$ 19,475.01	\$ -	\$ 1,558.00	\$ 4,792.36	\$ 29,099.43
2030	\$ 3,499.86	\$ 19,270.38	\$ -	\$ 1,541.63	\$ 4,888.20	\$ 29,200.07
2031	\$ 3,725.65	\$ 19,051.64	\$ -	\$ 1,524.13	\$ 4,985.97	\$ 29,287.39
2032	\$ 3,951.45	\$ 18,818.79	\$ -	\$ 1,505.50	\$ 5,085.69	\$ 29,361.43
2033	\$ 4,177.25	\$ 18,571.82	\$ -	\$ 1,485.75	\$ 5,187.40	\$ 29,422.22
2034	\$ 4,403.05	\$ 18,310.74	\$ -	\$ 1,464.86	\$ 5,291.15	\$ 29,469.80
2035	\$ 4,741.74	\$ 18,035.55	\$ -	\$ 1,442.84	\$ 5,396.97	\$ 29,617.11
2036	\$ 4,967.54	\$ 17,739.19	\$ -	\$ 1,419.14	\$ 5,504.91	\$ 29,630.78
2037	\$ 5,306.23	\$ 17,428.72	\$ -	\$ 1,394.30	\$ 5,615.01	\$ 29,744.26
2038	\$ 5,644.93	\$ 17,097.08	\$ -	\$ 1,367.77	\$ 5,727.31	\$ 29,837.09
2039	\$ 5,983.63	\$ 16,744.27	\$ -	\$ 1,339.54	\$ 5,841.86	\$ 29,909.30
2040	\$ 6,322.32	\$ 16,370.30	\$ -	\$ 1,309.62	\$ 5,958.69	\$ 29,960.94
2041	\$ 6,773.92	\$ 15,975.15	\$ -	\$ 1,278.01	\$ 6,077.87	\$ 30,104.95
2042	\$ 7,225.51	\$ 15,551.78	\$ -	\$ 1,244.14	\$ 6,199.42	\$ 30,220.86
2043	\$ 7,677.11	\$ 15,100.19	\$ -	\$ 1,208.02	\$ 6,323.41	\$ 30,308.72
2044	\$ 8,128.70	\$ 14,620.37	\$ -	\$ 1,169.63	\$ 6,449.88	\$ 30,368.58
2045	\$ 8,580.29	\$ 14,112.33	\$ -	\$ 1,128.99	\$ 6,578.88	\$ 30,400.48
2046	\$ 9,144.79	\$ 13,576.06	\$ -	\$ 1,086.08	\$ 6,710.46	\$ 30,517.38
2047	\$ 9,709.28	\$ 13,004.51	\$ -	\$ 1,040.36	\$ 6,844.66	\$ 30,598.81
2048	\$ 10,386.67	\$ 12,397.68	\$ -	\$ 991.81	\$ 6,981.56	\$ 30,757.72
2049	\$ 10,951.16	\$ 11,748.51	\$ -	\$ 939.88	\$ 7,121.19	\$ 30,760.75
2050	\$ 11,628.56	\$ 11,064.06	\$ -	\$ 885.13	\$ 7,263.61	\$ 30,841.36
2051	\$ 12,418.85	\$ 10,337.28	\$ -	\$ 826.98	\$ 7,408.89	\$ 30,991.99
2052	\$ 13,209.14	\$ 9,561.10	\$ -	\$ 764.89	\$ 7,557.06	\$ 31,092.19
2053	\$ 13,999.43	\$ 8,735.53	\$ -	\$ 698.84	\$ 7,708.20	\$ 31,142.00
2054	\$ 14,902.62	\$ 7,860.57	\$ -	\$ 628.85	\$ 7,862.37	\$ 31,254.39
2055	\$ 15,805.80	\$ 6,929.15	\$ -	\$ 554.33	\$ 8,019.62	\$ 31,308.90
2056	\$ 16,821.89	\$ 5,941.29	\$ -	\$ 475.30	\$ 8,180.01	\$ 31,418.49
2057	\$ 17,837.98	\$ 4,889.92	\$ -	\$ 391.19	\$ 8,343.61	\$ 31,462.70
2058	\$ 18,966.97	\$ 3,775.05	\$ -	\$ 302.00	\$ 8,510.48	\$ 31,554.50
2059	\$ 20,095.95	\$ 2,589.61	\$ -	\$ 207.17	\$ 8,680.69	\$ 31,573.42
2060	\$ 21,337.84	\$ 1,333.61	\$ -	\$ 106.69	\$ 8,854.30	\$ 31,632.44
Total	\$ 317,583.78	\$ 475,380.75	\$ (19,848.99)	\$ 38,030.46	\$ 225,772.27	\$ 1,036,918.27

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] Assumes 12 months of capitalized interest.

[c] 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.

**EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 – BUYER DISCLOSURE –
IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 5**

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 372.005), 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 RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF EAGLE PASS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 5
PRINCIPAL ASSESSMENT: \$237,622.79**

**IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 5
REQUIRED CONSTRUCTION OF 24,181 SQUARE FEET. ESTIMATED VALUE IS
\$3,385,340, AND FINAL VALUE DETERMINED BY THE APPRAISAL DISTRICT.**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Eagle Pass, 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 *Eagle Pass Public Improvement District No. 1* (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 City of Eagle Pass. The exact amount of each annual installment will be approved each year by the City of Eagle Pass City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Eagle Pass.

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.

¹ 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 Maverick 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]²

² 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

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§
§

COUNTY OF _____

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]³

³ 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 Maverick 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

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COUNTY OF _____

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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]⁴

⁴ 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 Maverick County.

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL
BLOCK 2 - LOT 5**

Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest ^[b]	Additional Interest	Annual Collection Costs	Total Annual Installment Due ^[c]
2026	\$ -	\$ 14,851.42	\$ (14,851.42)	\$ 1,188.11	\$ 3,378.92	\$ 4,567.04
2027	\$ 2,196.30	\$ 14,851.42	\$ -	\$ 1,188.11	\$ 3,446.50	\$ 21,682.34
2028	\$ 2,280.77	\$ 14,714.16	\$ -	\$ 1,177.13	\$ 3,515.43	\$ 21,687.49
2029	\$ 2,449.72	\$ 14,571.61	\$ -	\$ 1,165.73	\$ 3,585.74	\$ 21,772.80
2030	\$ 2,618.67	\$ 14,418.50	\$ -	\$ 1,153.48	\$ 3,657.46	\$ 21,848.10
2031	\$ 2,787.61	\$ 14,254.83	\$ -	\$ 1,140.39	\$ 3,730.60	\$ 21,913.44
2032	\$ 2,956.56	\$ 14,080.61	\$ -	\$ 1,126.45	\$ 3,805.22	\$ 21,968.83
2033	\$ 3,125.50	\$ 13,895.82	\$ -	\$ 1,111.67	\$ 3,881.32	\$ 22,014.31
2034	\$ 3,294.45	\$ 13,700.48	\$ -	\$ 1,096.04	\$ 3,958.95	\$ 22,049.91
2035	\$ 3,547.87	\$ 13,494.58	\$ -	\$ 1,079.57	\$ 4,038.13	\$ 22,160.14
2036	\$ 3,716.82	\$ 13,272.83	\$ -	\$ 1,061.83	\$ 4,118.89	\$ 22,170.36
2037	\$ 3,970.24	\$ 13,040.53	\$ -	\$ 1,043.24	\$ 4,201.27	\$ 22,255.28
2038	\$ 4,223.65	\$ 12,792.39	\$ -	\$ 1,023.39	\$ 4,285.29	\$ 22,324.73
2039	\$ 4,477.07	\$ 12,528.41	\$ -	\$ 1,002.27	\$ 4,371.00	\$ 22,378.76
2040	\$ 4,730.49	\$ 12,248.60	\$ -	\$ 979.89	\$ 4,458.42	\$ 22,417.40
2041	\$ 5,068.39	\$ 11,952.94	\$ -	\$ 956.24	\$ 4,547.59	\$ 22,525.15
2042	\$ 5,406.28	\$ 11,636.17	\$ -	\$ 930.89	\$ 4,638.54	\$ 22,611.88
2043	\$ 5,744.17	\$ 11,298.28	\$ -	\$ 903.86	\$ 4,731.31	\$ 22,677.62
2044	\$ 6,082.06	\$ 10,939.26	\$ -	\$ 875.14	\$ 4,825.93	\$ 22,722.40
2045	\$ 6,419.95	\$ 10,559.14	\$ -	\$ 844.73	\$ 4,922.45	\$ 22,746.27
2046	\$ 6,842.32	\$ 10,157.89	\$ -	\$ 812.63	\$ 5,020.90	\$ 22,833.74
2047	\$ 7,264.69	\$ 9,730.24	\$ -	\$ 778.42	\$ 5,121.32	\$ 22,894.67
2048	\$ 7,771.52	\$ 9,276.20	\$ -	\$ 742.10	\$ 5,223.75	\$ 23,013.57
2049	\$ 8,193.89	\$ 8,790.48	\$ -	\$ 703.24	\$ 5,328.22	\$ 23,015.83
2050	\$ 8,700.73	\$ 8,278.36	\$ -	\$ 662.27	\$ 5,434.79	\$ 23,076.15
2051	\$ 9,292.04	\$ 7,734.57	\$ -	\$ 618.77	\$ 5,543.48	\$ 23,188.85
2052	\$ 9,883.35	\$ 7,153.81	\$ -	\$ 572.31	\$ 5,654.35	\$ 23,263.82
2053	\$ 10,474.66	\$ 6,536.10	\$ -	\$ 522.89	\$ 5,767.44	\$ 23,301.09
2054	\$ 11,150.45	\$ 5,881.44	\$ -	\$ 470.52	\$ 5,882.79	\$ 23,385.19
2055	\$ 11,826.23	\$ 5,184.54	\$ -	\$ 414.76	\$ 6,000.44	\$ 23,425.97
2056	\$ 12,586.49	\$ 4,445.40	\$ -	\$ 355.63	\$ 6,120.45	\$ 23,507.97
2057	\$ 13,346.75	\$ 3,658.74	\$ -	\$ 292.70	\$ 6,242.86	\$ 23,541.05
2058	\$ 14,191.48	\$ 2,824.57	\$ -	\$ 225.97	\$ 6,367.72	\$ 23,609.73
2059	\$ 15,036.21	\$ 1,937.60	\$ -	\$ 155.01	\$ 6,495.07	\$ 23,623.89
2060	\$ 15,965.41	\$ 997.84	\$ -	\$ 79.83	\$ 6,624.97	\$ 23,668.05
Total	\$ 237,622.79	\$ 355,689.77	\$ (14,851.42)	\$ 28,455.18	\$ 168,927.51	\$ 775,843.82

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] Assumes 12 months of capitalized interest.

[c] 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.

**EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 – BUYER DISCLOSURE –
IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 6**

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 372.005), 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 RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF EAGLE PASS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 6
PRINCIPAL ASSESSMENT: \$237,622.79**

**IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 6
REQUIRED CONSTRUCTION OF 24,181 SQUARE FEET. ESTIMATED VALUE IS
\$3,385,340, AND FINAL VALUE DETERMINED BY THE APPRAISAL DISTRICT.**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Eagle Pass, 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 *Eagle Pass Public Improvement District No. 1* (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 City of Eagle Pass. The exact amount of each annual installment will be approved each year by the City of Eagle Pass City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Eagle Pass.

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.

¹ 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 Maverick 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]²

² 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

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§
§

COUNTY OF _____

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]³

³ 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 Maverick 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

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§

COUNTY OF _____

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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]⁴

⁴ 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 Maverick County.

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL
BLOCK 2 - LOT 6**

Installment Due 1/31	Principal	Interest^[a]	Capitalized Interest^[b]	Additional Interest	Annual Collection Costs	Total Annual Installment Due^[c]
2026	\$ -	\$ 14,851.42	\$ (14,851.42)	\$ 1,188.11	\$ 3,378.92	\$ 4,567.04
2027	\$ 2,196.30	\$ 14,851.42	\$ -	\$ 1,188.11	\$ 3,446.50	\$ 21,682.34
2028	\$ 2,280.77	\$ 14,714.16	\$ -	\$ 1,177.13	\$ 3,515.43	\$ 21,687.49
2029	\$ 2,449.72	\$ 14,571.61	\$ -	\$ 1,165.73	\$ 3,585.74	\$ 21,772.80
2030	\$ 2,618.67	\$ 14,418.50	\$ -	\$ 1,153.48	\$ 3,657.46	\$ 21,848.10
2031	\$ 2,787.61	\$ 14,254.83	\$ -	\$ 1,140.39	\$ 3,730.60	\$ 21,913.44
2032	\$ 2,956.56	\$ 14,080.61	\$ -	\$ 1,126.45	\$ 3,805.22	\$ 21,968.83
2033	\$ 3,125.50	\$ 13,895.82	\$ -	\$ 1,111.67	\$ 3,881.32	\$ 22,014.31
2034	\$ 3,294.45	\$ 13,700.48	\$ -	\$ 1,096.04	\$ 3,958.95	\$ 22,049.91
2035	\$ 3,547.87	\$ 13,494.58	\$ -	\$ 1,079.57	\$ 4,038.13	\$ 22,160.14
2036	\$ 3,716.82	\$ 13,272.83	\$ -	\$ 1,061.83	\$ 4,118.89	\$ 22,170.36
2037	\$ 3,970.24	\$ 13,040.53	\$ -	\$ 1,043.24	\$ 4,201.27	\$ 22,255.28
2038	\$ 4,223.65	\$ 12,792.39	\$ -	\$ 1,023.39	\$ 4,285.29	\$ 22,324.73
2039	\$ 4,477.07	\$ 12,528.41	\$ -	\$ 1,002.27	\$ 4,371.00	\$ 22,378.76
2040	\$ 4,730.49	\$ 12,248.60	\$ -	\$ 979.89	\$ 4,458.42	\$ 22,417.40
2041	\$ 5,068.39	\$ 11,952.94	\$ -	\$ 956.24	\$ 4,547.59	\$ 22,525.15
2042	\$ 5,406.28	\$ 11,636.17	\$ -	\$ 930.89	\$ 4,638.54	\$ 22,611.88
2043	\$ 5,744.17	\$ 11,298.28	\$ -	\$ 903.86	\$ 4,731.31	\$ 22,677.62
2044	\$ 6,082.06	\$ 10,939.26	\$ -	\$ 875.14	\$ 4,825.93	\$ 22,722.40
2045	\$ 6,419.95	\$ 10,559.14	\$ -	\$ 844.73	\$ 4,922.45	\$ 22,746.27
2046	\$ 6,842.32	\$ 10,157.89	\$ -	\$ 812.63	\$ 5,020.90	\$ 22,833.74
2047	\$ 7,264.69	\$ 9,730.24	\$ -	\$ 778.42	\$ 5,121.32	\$ 22,894.67
2048	\$ 7,771.52	\$ 9,276.20	\$ -	\$ 742.10	\$ 5,223.75	\$ 23,013.57
2049	\$ 8,193.89	\$ 8,790.48	\$ -	\$ 703.24	\$ 5,328.22	\$ 23,015.83
2050	\$ 8,700.73	\$ 8,278.36	\$ -	\$ 662.27	\$ 5,434.79	\$ 23,076.15
2051	\$ 9,292.04	\$ 7,734.57	\$ -	\$ 618.77	\$ 5,543.48	\$ 23,188.85
2052	\$ 9,883.35	\$ 7,153.81	\$ -	\$ 572.31	\$ 5,654.35	\$ 23,263.82
2053	\$ 10,474.66	\$ 6,536.10	\$ -	\$ 522.89	\$ 5,767.44	\$ 23,301.09
2054	\$ 11,150.45	\$ 5,881.44	\$ -	\$ 470.52	\$ 5,882.79	\$ 23,385.19
2055	\$ 11,826.23	\$ 5,184.54	\$ -	\$ 414.76	\$ 6,000.44	\$ 23,425.97
2056	\$ 12,586.49	\$ 4,445.40	\$ -	\$ 355.63	\$ 6,120.45	\$ 23,507.97
2057	\$ 13,346.75	\$ 3,658.74	\$ -	\$ 292.70	\$ 6,242.86	\$ 23,541.05
2058	\$ 14,191.48	\$ 2,824.57	\$ -	\$ 225.97	\$ 6,367.72	\$ 23,609.73
2059	\$ 15,036.21	\$ 1,937.60	\$ -	\$ 155.01	\$ 6,495.07	\$ 23,623.89
2060	\$ 15,965.41	\$ 997.84	\$ -	\$ 79.83	\$ 6,624.97	\$ 23,668.05
Total	\$ 237,622.79	\$ 355,689.77	\$ (14,851.42)	\$ 28,455.18	\$ 168,927.51	\$ 775,843.82

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] Assumes 12 months of capitalized interest.

[c] 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.

**EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 – BUYER DISCLOSURE –
IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 7**

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 372.005), 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 RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF EAGLE PASS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 7
PRINCIPAL ASSESSMENT: \$236,335.47**

**IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL BLOCK 2 – LOT 7
REQUIRED CONSTRUCTION OF 24,050 SQUARE FEET. ESTIMATED VALUE IS
\$3,367,000, AND FINAL VALUE DETERMINED BY THE APPRAISAL DISTRICT.**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Eagle Pass, 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 *Eagle Pass Public Improvement District No. 1* (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 City of Eagle Pass. The exact amount of each annual installment will be approved each year by the City of Eagle Pass City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Eagle Pass.

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.

¹ 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 Maverick 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]²

² 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 _____

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]³

³ 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 Maverick 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 _____

§

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]⁴

⁴ 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 Maverick County.

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE COMMERCIAL
BLOCK 2 - LOT 7**

Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest ^[b]	Additional Interest	Annual Collection Costs	Total Annual Installment Due ^[c]
2026	\$ -	\$ 14,770.97	\$ (14,770.97)	\$ 1,181.68	\$ 3,360.62	\$ 4,542.30
2027	\$ 2,184.40	\$ 14,770.97	\$ -	\$ 1,181.68	\$ 3,427.83	\$ 21,564.88
2028	\$ 2,268.42	\$ 14,634.44	\$ -	\$ 1,170.76	\$ 3,496.39	\$ 21,570.00
2029	\$ 2,436.45	\$ 14,492.67	\$ -	\$ 1,159.41	\$ 3,566.31	\$ 21,654.84
2030	\$ 2,604.48	\$ 14,340.39	\$ -	\$ 1,147.23	\$ 3,637.64	\$ 21,729.74
2031	\$ 2,772.51	\$ 14,177.61	\$ -	\$ 1,134.21	\$ 3,710.39	\$ 21,794.72
2032	\$ 2,940.54	\$ 14,004.33	\$ -	\$ 1,120.35	\$ 3,784.60	\$ 21,849.82
2033	\$ 3,108.57	\$ 13,820.54	\$ -	\$ 1,105.64	\$ 3,860.29	\$ 21,895.05
2034	\$ 3,276.60	\$ 13,626.26	\$ -	\$ 1,090.10	\$ 3,937.50	\$ 21,930.46
2035	\$ 3,528.65	\$ 13,421.47	\$ -	\$ 1,073.72	\$ 4,016.25	\$ 22,040.09
2036	\$ 3,696.68	\$ 13,200.93	\$ -	\$ 1,056.07	\$ 4,096.57	\$ 22,050.26
2037	\$ 3,948.73	\$ 12,969.89	\$ -	\$ 1,037.59	\$ 4,178.51	\$ 22,134.71
2038	\$ 4,200.77	\$ 12,723.09	\$ -	\$ 1,017.85	\$ 4,262.08	\$ 22,203.79
2039	\$ 4,452.82	\$ 12,460.54	\$ -	\$ 996.84	\$ 4,347.32	\$ 22,257.52
2040	\$ 4,704.87	\$ 12,182.24	\$ -	\$ 974.58	\$ 4,434.26	\$ 22,295.95
2041	\$ 5,040.93	\$ 11,888.19	\$ -	\$ 951.05	\$ 4,522.95	\$ 22,403.12
2042	\$ 5,376.99	\$ 11,573.13	\$ -	\$ 925.85	\$ 4,613.41	\$ 22,489.38
2043	\$ 5,713.05	\$ 11,237.07	\$ -	\$ 898.97	\$ 4,705.68	\$ 22,554.76
2044	\$ 6,049.11	\$ 10,880.00	\$ -	\$ 870.40	\$ 4,799.79	\$ 22,599.30
2045	\$ 6,385.17	\$ 10,501.93	\$ -	\$ 840.15	\$ 4,895.79	\$ 22,623.05
2046	\$ 6,805.25	\$ 10,102.86	\$ -	\$ 808.23	\$ 4,993.70	\$ 22,710.04
2047	\$ 7,225.33	\$ 9,677.53	\$ -	\$ 774.20	\$ 5,093.58	\$ 22,770.64
2048	\$ 7,729.42	\$ 9,225.95	\$ -	\$ 738.08	\$ 5,195.45	\$ 22,888.89
2049	\$ 8,149.50	\$ 8,742.86	\$ -	\$ 699.43	\$ 5,299.36	\$ 22,891.14
2050	\$ 8,653.59	\$ 8,233.51	\$ -	\$ 658.68	\$ 5,405.34	\$ 22,951.13
2051	\$ 9,241.70	\$ 7,692.67	\$ -	\$ 615.41	\$ 5,513.45	\$ 23,063.23
2052	\$ 9,829.81	\$ 7,115.06	\$ -	\$ 569.20	\$ 5,623.72	\$ 23,137.79
2053	\$ 10,417.92	\$ 6,500.70	\$ -	\$ 520.06	\$ 5,736.19	\$ 23,174.86
2054	\$ 11,090.04	\$ 5,849.58	\$ -	\$ 467.97	\$ 5,850.92	\$ 23,258.50
2055	\$ 11,762.16	\$ 5,156.45	\$ -	\$ 412.52	\$ 5,967.94	\$ 23,299.06
2056	\$ 12,518.30	\$ 4,421.31	\$ -	\$ 353.71	\$ 6,087.29	\$ 23,380.62
2057	\$ 13,274.44	\$ 3,638.92	\$ -	\$ 291.11	\$ 6,209.04	\$ 23,413.52
2058	\$ 14,114.60	\$ 2,809.27	\$ -	\$ 224.74	\$ 6,333.22	\$ 23,481.83
2059	\$ 14,954.75	\$ 1,927.10	\$ -	\$ 154.17	\$ 6,459.89	\$ 23,495.91
2060	\$ 15,878.92	\$ 992.43	\$ -	\$ 79.39	\$ 6,589.08	\$ 23,539.83
Total	\$ 236,335.47	\$ 353,762.82	\$ (14,770.97)	\$ 28,301.03	\$ 168,012.35	\$ 771,640.71

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] Assumes 12 months of capitalized interest.

[c] 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 B

NOTICE OF PUBLIC HEARING

City of Eagle Pass, Texas
Notice of Public Hearing to Consider the Levy of Assessments Against
Property Within Improvement Areas #1 and #2 of
the Eagle Pass Public Improvement District No. 1

5:30 P.M. on November 4, 2025
Council Chambers, City Hall

Please take notice that on November 4, 2025 at 5:30 P.M., the City Council of the City of Eagle Pass, Texas will conduct a public hearing (the *Hearing*) in the Council Chambers, City Hall, 100 S. Monroe Street, Eagle Pass, Texas 78852, at the regular meeting place of the City Council. The purpose of the Hearing is to consider proposed assessments to be levied against assessable property within the Eagle Pass Public Improvement District No. 1 (the *District*), as required by and in compliance with Chapter 372, as amended, Texas Local Government Code (the *Act*).

All interested persons will be given the opportunity to appear and be heard at the Hearing. Written or oral objections will be considered.

A copy of the Proposed Assessment Roll (the *Proposed Assessment Roll*), which includes the assessments to be levied against each parcel in Improvement Area No. 1 and Improvement Area No. 2 of the District, is available for public inspection at the office of the City Secretary (located at City Hall, 100 S. Monroe Street, Eagle Pass, Texas 78852).

Nature of Services and Improvements: The general nature of the public improvements in Improvement Area No. 1 of the District, including the improvements reimbursed through the levy of special assessments in Improvement Area No. 1, includes: (i) design, construction and other allowed costs related to roadway improvements, including all related earthwork, excavation, erosion control, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way; (ii) design, construction and other allowed costs related to water improvements; (iii) design, construction and other allowed costs related to sewer improvements; (iv) design, construction and other allowed costs related to storm drainage improvements; (v) payment of costs related to the creation and administration of the District, and (vi) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against property located within Improvement Area #1 of the District (collectively, the *Improvement Area #1 Projects*).

The general nature of the public improvements in Improvement Area No. 2 of the District, including the improvements reimbursed through the levy of special assessments in Improvement Area No. 2, includes: (i) design, construction and other allowed costs related to roadway improvements, including all related earthwork, excavation, erosion control, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way; (ii) design, construction and other allowed costs related to concrete pavement, concrete curb and gutter related earthwork, traffic control, street signage, street lighting and pavement striping as may be required by the Texas Department of Transportation; (iii) design, construction and other allowed costs related to water improvements; (iv) design, construction and other allowed costs related to sewer improvements; (v) design, construction and other allowed costs related to storm drainage improvements; (vi) payment of costs related to the creation and administration of the District, and (vii) payment of

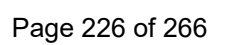
expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against property located within Improvement Area #2 of the District (collectively, the *Improvement Area #2 Projects*).

Estimated Cost of the Services and Improvements and Method of Assessment: The total costs of the Improvement Area #1 Projects, including the costs of creating the District and issuing the aforementioned revenue bonds, is approximately \$12,000,000.

The total costs of the Improvement Area #2 Projects, including the costs of creating the District and issuing the aforementioned revenue bonds, is approximately \$4,000,000.

District Boundaries: The boundaries of the District include approximately 460.95 acres of land located within the corporate limits of the City as generally depicted in Exhibit A attached hereto. Improvement Area #1 is comprised of approximately 188.26 acres of land located within the District as generally depicted in Exhibit A attached hereto. Improvement Area #2 is comprised of approximately 37.81 acres of land located within the District as generally depicted in Exhibit A attached hereto. The boundaries of the District, Improvement Area #1 and Improvement Area #2 are more particularly described by a metes and bounds description available for public inspection at the office of the City Secretary (located at City Hall, 100 S. Monroe Street, Eagle Pass, Texas 78852).

Map of District





Agreement for Services

This Agreement for Services (this "Agreement") dated as of **September 30, 2025** (the "Effective Date") is made by and between First Due Holdings, Inc., a Delaware corporation, through its wholly-owned subsidiary Locality Media, LLC dba First Due ("First Due"), **Eagle Pass Fire & Rescue Department** located at **2558 El Indio Hwy, Eagle Pass, TX 78852** (the "Customer"), and **Emergicon, LLC** located at **98 State Hwy 205, Terrell, TX 75160** (the "Payor"). For purposes of this Agreement, the term party or parties shall refer only to First Due and Customer, unless expressly stated otherwise.

- 1. Service Access and Use Agreement.** First Due maintains a website through which Customer members may access First Due's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. First Due agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
- 2. Credential Management, Data Submission, and License Rights.** First Due may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes First Due to act on any instructions First Due receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). First Due also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". First Due may acquire Data from third party public and/or private sources in First Due's discretion. In addition, the Customer will upload to the Service or otherwise provide to First Due in such form and using such methods as First Due reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by First Due. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to First Due a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to First Due by the Customer in connection with the development, operation, and performance of First Due's business, including but not limited to the Service.
- 3. Data Use, Disclaimers, and Limitations of Liability.** As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that First Due, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which First Due has no control and for which First Due assumes no responsibility. First Due makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does First Due make any representation or warranty regarding the accuracy or reliability of the Data received by First Due. First Due provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. Customer Equipment and Technical Requirements. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). First Due shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to First Due ("Technical Problems").

5. Term and Termination.

- a. Term. This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to terminate in accordance with Section 5(b) of this Agreement. First Due reserves the right to increase Customer's renewal Service fees by no more than **10%** per annum, applied to the Service fees set forth in the previous term.
- b. Termination. Either party may terminate this Agreement or a Renewal Term upon at least 60 days prior written notice to the other party. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
- c. Termination for Non-Payment by Payor. If Payor fails to remit payment in accordance with the terms of this Agreement, and such failure is not cured within fifteen (15) days following written notice from First Due, First Due may, at its sole discretion, suspend Services or terminate this Agreement. First Due shall notify Customer of any such suspension or termination, and Customer may elect to assume payment obligations directly to avoid disruption of Services. Termination under this Section shall not relieve Payor of its obligation to pay any amounts due and owing as of the effective date of termination. First Due's rights under this Section are in addition to any other remedies available at law or in equity.

6. Effects of Termination and Reservation of Rights. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 15 and 19 through 23 hereof shall survive any termination or expiration of this Agreement.

7. Fees, Additional Services, and Taxes. The Payor agrees to pay, on behalf of the Customer, the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). First Due may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Payor's written acceptance of the payment terms and the Customer's written acceptance of the terms of use and fees associated with such services. The Payor shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on First Due's income).

8. Intellectual Property and Data Rights.

- a. First Due IP. First Due owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by First Due to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by First Due, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile,

disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.

- b. Customer Data. Customer shall own all Customer data and upon termination or written request, First Due shall provide Customer data to Customer.
- c. De-Identification. Customer acknowledges and agrees that First Due may use Customer data to generate a de-identified data set (a "Data Set") in accordance with the then-current HIPPA de-identification standards set forth in 45 CFR § 164.514(b). Once de-identified, the Data Set will no longer constitute identifiable Customer data or "Protected Health Information", as defined under HIPAA at 45 CFR 160.103. Subject to applicable laws, First Due may, in its sole discretion, transform, analyze, distribute, redistribute, create derivative works of, license, disclose to third party researchers, or otherwise use such Data Set.

9. Confidentiality.

- a. "Confidential Information" means any and all information disclosed by First Due or Customer to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed First Due's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).
- b. First Due and Customer hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. First Due and Customer shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. First Due and Customer shall not disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with this Section 9 or otherwise are bound under substantially similar confidentiality restrictions.
- c. First Due and Customer acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, First Due and Customer agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9(a) or 9(b) by the other party, any of its employees, agents or consultants.

10. Limited Warranty. FIRST DUE REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, FIRST DUE MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES FIRST DUE WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS.

11. Service Levels and Support Obligations. First Due will provide the Service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. First Due will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	Vendor's Initial Response will be provided within:	Vendor's Temporary Resolution will be provided within:	Vendor's Final Resolution will be provided within:
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	2 hours from receipt of initial notice from the Customer, or discovery, of the error	48 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

12. Warranty Limitations and Disclaimers. EXCEPT AS SET FORTH ABOVE IN SECTION 10, FIRST DUE MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. FIRST DUE SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.

13. Customer Representations, Data Rights, and Use Restrictions. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to First Due, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

14. Indemnification.

- a. First Due will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by First Due of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
- b. The Customer will indemnify, defend and hold First Due harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by

a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 13(a) or result from the gross negligence or willful misconduct of First Due.

- c. Such indemnification under Sections 14(a) and 14(b) will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.

15. Limitation of Liability. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 14, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, FIRST DUE SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 14, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, FIRST DUE SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO FIRST DUE WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

16. Notices. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.

17. Assignment. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. First Due may assign this Agreement or any rights or obligations hereunder to any First Due affiliate or in connection with the merger or acquisition of First Due or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

19. Modifications. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.

20. Independent Parties; No Partnership or Third Party Beneficiaries. This Agreement is entered into by and among First Due, the Customer, and the Payor as independent entities. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or fiduciary relationship between First Due and Customer, or among any combination of the entities. Each Party shall act solely in its own capacity and shall not be deemed an employee, agent, partner, or legal representative of any other Party, nor shall any Party have authority to bind or create any obligation on behalf of another Party unless expressly authorized in writing. Each Party retains sole control over its respective operations, personnel, systems, and data. Neither Party shall be responsible for the acts or omissions of another Party, except as expressly provided herein. Any coordination, integration, or cooperation contemplated under this Agreement is for operational convenience only and shall not alter the independent status of any Party. This Agreement is not intended to confer any rights or remedies upon any person or entity other than First Due and the Customer. No third party shall be deemed a beneficiary of this Agreement or have any right to enforce any term or provision hereof. For clarity, Payor's role is limited to payment obligations as set forth herein, and Payor shall have no responsibility for the delivery, use, or administration of the Services, and shall not be deemed a Party for purposes of any rights, obligations, or liabilities under this Agreement, except as expressly stated.

21. Limited Role of Payor. Payor's role under this Agreement is strictly limited to the remittance of payment to First Due on behalf of Customer, as set forth in the applicable payment terms. Payor shall not be deemed a user, licensee, or beneficiary of the Services, and shall have no responsibility for the delivery,

implementation, operation, or administration of the Services. Payor shall not be liable for any claims, damages, or obligations arising from Customer's use of the Services or First Due's performance, except to the extent directly related to Payor's payment obligations expressly stated herein. Nothing in this Agreement shall be construed to grant Payor any rights to access, use, or manage the Services or any associated data, except as may be separately agreed in writing by all Parties. For the avoidance of doubt, Payor shall have no obligation to remit any payment under this Agreement if Payor's contract with the Customer is terminated, expires, or is otherwise no longer in effect. In such case, Customer shall assume full financial responsibility for all remaining or outstanding payment obligations to First Due.

- 22. Refunds Upon Termination by Customer or Payor.** In the event the Customer and Payor terminate their contractual relationship prior to the full term of this Agreement, and either party provides written notice of such termination to First Due, Payor shall have no further financial obligation under this Agreement from the effective date of such termination forward.

Any unearned, prepaid fees — including one-time implementation or subscription-related charges paid by Payor on behalf of Customer — shall be refunded by First Due to Payor on a pro rata basis calculated from the date of termination.

First Due shall pursue any such remaining fees or reimbursements directly from the Customer. Payor shall have no obligation to coordinate, enforce, or collect from the Customer, and shall be held harmless from any disputes between First Due and the Customer regarding non-payment or refund eligibility.

- 23. No Claims by Payor.** Payor shall not assert any claim, demand, or cause of action under this Agreement other than with respect to its payment obligations expressly stated herein.
- 24. Force Majeure.** Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
- 25. Training Content Disclaimer.** As related to First Due's Basic Training Records, Advanced Training Records, and Advanced Training Records with Content modules and associated Training Content, First Due's products are intended to be used by certified instructors and are designed to be integrated into a broader curriculum that includes digital, online, or in person classroom instruction, hands-on practice and the use of educational materials. Some practices or procedures shown may differ from Licensee's competency and procedural requirements. First Due makes no warranty, expressed or implied that the information presented will satisfy any particular situation or need or that any demonstrated procedure is safe. First Due disclaims any liability, loss or risk resulting directly or indirectly from the Training Products.
- 26. Entire Agreement and Severability.** This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.
- 27. Headings.** The headings and titles in this Agreement are for convenience of reference only and shall not affect the meaning, interpretation, or construction of any provision of this Agreement. They are not intended to be part of the substantive terms and shall not be used to interpret the intent of the parties.

28. Agreement Billing Information.

a. Accounts Payable Contact

Name: _____

Email: _____

Phone: _____

b. Tax Exempt _____ (Yes/No)

Commented [TB1]: First Due Response 8/26/2025:
First Due is agreeable to the proposed updates from Emergicon, LLC.

To be reviewed/approved by Eagle Pass Fire & Rescue Department as well.

- If yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.
- c. **Purchase Order Required** _____ (Yes/No)
If yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above. The undersigned represent and warrant that they are duly authorized to enter into this Agreement on behalf of the respective parties.

**FIRST DUE HOLDINGS, INC.,
THROUGH ITS WHOLLY-OWNED SUBSIDIARY
LOCALITY MEDIA, LLC DBA FIRST DUE**

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

Eagle Pass Fire & Rescue Department

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

Emergicon, LLC

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

 first due
Exhibit A
Quote

Customer Name:	Eagle Pass Fire & Rescue Department	Quote Number:	1545132000523980454
Shipping Address:	2558 El Indio Hwy Eagle Pass, TX 78852	Prepared By:	Rachael Landman
Bill To:	Emergicon, LLC	Valid Until:	December 31, 2025
Billing Address:	98 State Hwy 205 Terrell, TX 75160		
Subscription Start:	September 30, 2025		
Initial Term:	12 months		
Annual Subscription:	\$67,875.00		

Product Details

Occupancy Management & Pre-Incident Planning

Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.

Responder

Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.

Command

Comprehensive Incident Command Module with digital command board, drag and drop task assignment, customizable checklists, live map annotation and automated Incident log.

Hydrant Management – Basic

Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, and hydrant setup

Inspections

Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.

Permitting

Permit Management, Customizable Permit Types, Plan Review and Permit Fees.

Investigations

Organize, analyze, and document investigations, keeping case information secure and separated from, but integrated with other modules.

Incident Reporting – NFIRS

NFIRS Incident Documentation, State and Federal Compliance with automated submission.

Incident Reporting – ePCR

ePCR Incident Documentation, State and Federal Compliance with automated submission.

Daily Roster

Manage daily shiftboard with drag and drop functionality, pre-defined assignments and rotations. Note: This does not include any outbound communication to users outside of email notifications. Does not include any advanced Scheduling features.

Personnel Management

Store, Manage and Access Employee Records including demographic data, certifications and employment information.

Advanced Training Records with Content

Assign Training, Record Completions, View Training Logs, and Manage Certifications. Enables the administration, assignment, and delivery of online training course content. This module also allows users to upload SCORM files to deliver online training to end users. Advanced Training Records Content Packages included with this purchase are listed below separately.

EMS Content Package - Action Training Systems

Includes access to First Due's Interactive EMS Course Catalog for use in the administration, assignment and delivery of web-based training through First Due Advanced Training Records with Content.

Qty/Licenses: 35

Fire Content Package - Action Training Systems

Includes access to First Due's Interactive Fire Course Catalog for use in the administration, assignment and delivery of web-based training through First Due Advanced Training Records with Content.

Qty/Licenses: 70

EMS Review - AEMT Content Package - Air Methods

Includes access to First Due's Interactive EMS Review - AEMT for use in the administration, assignment and delivery of web-based training through First Due Advanced Training Records with Content.

AMC Services and AMC Licensed Materials Terms of Service (located here:

<https://www.onlineascend.com/>).

Qty/Licenses: 7

EMS Review - Paramedic Content Package - Air Methods

Includes access to First Due's Interactive Paramedic for use in the administration, assignment and delivery of web-based training through First Due Advanced Training Records with Content.

AMC Services and AMC Licensed Materials Terms of Service (located here:

<https://www.onlineascend.com/>).

Qty/Licenses: 28

Assets & Inventory

Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.

Medications Tracking

Track all medications, including DEA Scheduled Medications. Tracking a medication's lifecycle (receipt, usage, waste or removal) by expiration date, lot number or serial number. Ensure compliance with internal and external signatures, as well as advanced role security and authentication.

Kno2 Hospital Connection Fee

This will be charged at a rate of \$250 per hospital connection. The first connection is included at no additional cost. Number of Connections: 1

Kno2 Premium Plus Subscription

This includes the ability to Send data to Hospitals, Query Patient Information in the field, and Receive Outcome/Insurance information from the Hospital.

CAD Integration (Other)

Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP, XML, or API.

Pulsara Integration

For agencies using Pulsara, First Due offers a native integration to seamlessly ingest Pulsara data into your ePCR.

Premium Online Training Package

Up to 8 Hours Online Training with certified First Due Instructor

Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

One-Time Fees Subtotal	\$ 11,600.00
Subscription Fees Subtotal	\$ 67,875.00
Grand Total*	\$ 79,475.00

*Excluding Tax

Statement of Work. The attached Statement of Work will detail the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Quote.

Invoicing and Payment Terms.

The above-listed Grand Total will be invoiced to Payor in two (2) segments: (i) \$11,600.00 will be invoiced upon execution of this Agreement and due within ninety (90) days from the date of the invoice; and (ii) \$67,875.00 will

be invoiced on Customer and Payor verification of live import data being generated and due within ninety (90) days from the date of invoice. For subsequent annual periods, the Service fees shall be invoiced annually in advance on or around September 30th and due within forty-five (45) days from the date of invoice.

Failure by Payor to remit payment when due may result in suspension or termination of Services in accordance with the terms of the Agreement. Payor acknowledges that its payment obligations are material to the continuation of Services provided to Customer, but only for so long as Payor and Customer maintain an active contractual relationship outside of this Agreement.

In the event that Payor's service agreement with Customer is terminated or expires for any reason, Payor shall have no further obligation to remit payments under this Agreement, and Customer shall assume full financial responsibility for all remaining and future payment obligations to First Due.

Electronic ACH payment Information. Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907

Commented [TB2]: First Due Response 8/26/2025:

First Due does not agree to the proposed updates from Emergicon.

Please see our proposed updated payment terms for review.

Commented [RF3R2]: Emergicon Response 8/26/2025:

Why is the second payment not tied to a relevant milestone? Such as imports of live data to Emergicon for runs done by the Client? What's the concern?

This matters as that is the mechanism by which we can start to do our work, get paid, and recoup our dollars of this implementation.

It's not Emergicon SOP to pay dollars without a confirmed working product for internal use. With that in mind, we wouldn't do that on behalf of a client.

Commented [TB4R2]: First Due Response 8/27/2025:

First Due does not agree to the proposed updates from Emergicon. Our standard subscription terms are for the start date to commence on the effective date of the agreement. We are an industry specific SaaS solution which allows for an accelerated "time to value" versus heavy on-premise solution implementation. When a new customer signs we then kick off a series of internal processes and deploy resources to provision and configure the new account. Soon after the project kicks off and discovery, the customer is provided access to the software and their account for the modular configuration - granting access very early into the implementation. While we cannot start the subscription upon go live, as per our prior discussions with all parties and what was agreed to we can accommodate invoicing the Subscription Fees 90 days from the Subscription Start Date and would be agreeable offer Net 120 days to pay the 2nd invoice to allow the necessary time to reach a go-live status.

Please see our proposed updated payment terms for review.

Commented [TB5R2]: First Due Response 09/08/2025:

Please see our proposed updated payment terms for review (v7).

Commented [RF6R2]: Emergicon Response 09/09/2025:
v7 revision is agreeable and accepted.

Commented [TB7]: First Due Response 8/26/2025:

First Due is agreeable to the proposed updates from Emergicon, LLC.

To be reviewed/approved by Eagle Pass Fire & Rescue Department as well.



Statement of Work
For
Eagle Pass Fire & Rescue Department
Quote Number: 1545132000523980454

1. Introduction

1.1 Purpose

The purpose of this Statement of Work ("SOW") is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for Customer from First Due for the purchased product(s) set forth in this Exhibit A ("Purchased Products").

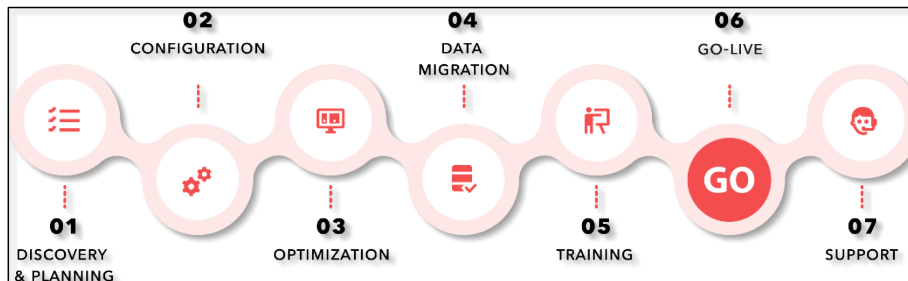
1.2 Scope

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation

2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist team comes from a diverse background, ranging from database management to public safety software integration.
- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition

to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.

- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.3 Implementation Phases

2.3.1 Discovery & Planning: Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchased Products

2.3.3 Optimization: After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchased Products

2.3.4 Data Migration: Data Migration will occur throughout the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

2.3.5 Training: As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

2.3.6 Go-Live: Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

2.3.7 Transition to Customer Success: Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this SOW, the Customer shall receive:

- Formal training as outlined in Exhibit A
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this SOW will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this SOW, First Due will implement all integrations and relevant scope outlined in Exhibit A. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this SOW, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** support@firstdue.com
- **Phone:** (516) 874-5818

7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

8. Assumptions

8.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this SOW will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to Section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

8.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

Form **W-9**

(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) First Due Holdings, Inc.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	2 Business name/disregarded entity name, if different from above. Locality Media, LLC		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)		
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. _____ ☐		
	5 Address (number, street, and apt. or suite no.). See instructions. 3071 Orange Street		Requester's name and address (options)
	6 City, state, and ZIP code Miami, FL 33133		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

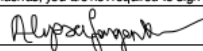
Social security number								
			-				-	
OR								
Employer identification number								
3	9	-	2	7	2	5	8	0 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date **07/25/2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ADDENDUM A – SOFTWARE PURCHASE & FEES

This Addendum A (“Addendum”) is entered into by and between Emergicon, LLC (“Emergicon”) and City of Eagle Pass, TX (“Client”) as of [Date], and is subject to the terms of the Agreement for Specialized Professional Ambulance Billing Services between Emergicon and Client dated [Agreement Date] (“Services Agreement”).

1. Purpose

Emergicon has purchased software from First Due Solutions (“Software Provider”) for the benefit of Client, consistent with the terms of the three-way agreement executed between First Due, Client, and Emergicon (the “3-Way Agreement”). This Addendum sets forth the repayment terms for such purchase and related fees. Nothing in this Addendum shall be construed as modifying, amending, or creating any additional obligations for Emergicon beyond those explicitly agreed to in the 3-Way Agreement. Emergicon is not a warrantor, licensor, or service provider of the Software and shall not be liable for any obligations of Client under the 3-Way Agreement.

2. Software Repayment

Client agrees to reimburse Emergicon for the initial cost of the software in three (3) equal monthly payments. These payments will be deducted from Client’s monthly EMS Billing funds. The repayment schedule will begin in the second full month after going live with Emergicon’s services and will continue for three consecutive months (the “Repayment Period”).

The repayment period shall not be extended beyond three (3) months. Emergicon shall not finance, advance, or subsidize costs for periods longer than those specified herein without a separately executed agreement.

In the event Emergicon is unable to recoup payments via normal deductions from monthly earnings, Client shall remit such amounts within thirty (30) days of written notice.

In the event of termination of the Services Agreement prior to full repayment, Client agrees to immediately reimburse Emergicon for any unpaid balance of the software purchase.

3. Recurring Annual Fees & Additional Costs

Client agrees to reimburse Emergicon for any recurring annual license fees, subscription fees, or other additional costs associated with the Software Provider, as set forth in the 3-Way Agreement. These recurring fees will be reimbursed to Emergicon under the same payment terms year over year, with amounts deducted from Client’s monthly EMS Billing funds beginning in the month following the date such fees are paid by Emergicon to Software Provider, unless otherwise agreed in writing by the parties.

Client acknowledges that recurring software license fees may reasonably increase year-over-year in line with standard industry and vendor pricing practices.

In the event of termination of the Services Agreement, Client will remain responsible for reimbursing any recurring fees already paid by Emergicon for the then-current subscription

period within thirty (30) days of such termination, unless Emergicon has an already agreed upon provision for recoupment from Software Provider under such a situation.

4. Limitation of Liability and Disclaimer of Warranties

Emergicon's role in the software transaction is solely as a payor on behalf of Client for the purpose of streamlining implementation. Client is the sole beneficiary and licensee of the software and assumes all related rights and responsibilities.

Emergicon shall not be liable for any losses, damages, or claims arising out of the performance, availability, or use of the software. Emergicon makes no representations or warranties of any kind, express or implied, including but not limited to merchantability or fitness for a particular purpose.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date written below.

EMERGICON L.L.C.

CITY OF EAGLE PASS

By:

By:

Signature Date

Christopher Turner
Print Name

Founder and CEO
Title

Attested:

Erika Rodriguez
City Secretary

Signature Date

Homero Balderas
Print Name

City Manager
Title

Approved as to form:

Ana Sophia Garcia
City Attorney

City of Eagle Pass**RFP#2025-025 – Information Technology Management Services****Grading Matrix****Panel Member Name:** Aide Castano, Ricardo Gutierrez, Daniel Ibarra**Date:** 8/6/2025**Recommendation:** After initial grading and shortlist interviews Interdev was the highest ranked firm by the Panel Members.

Evaluation Criteria	Max Points	Consultadd, Inc	Interdev	SoftSages Technology
1. Firm Profile	20	40	50	35
2. Team Qualifications	20	40	50	30
3. Proposed Approach	15	25	45	30
4. References	10	15	30	25
5. Cost Proposal	20	50	35	40
6. Timeline	15	30	45	20
TOTAL POINTS	100	200	255	180

Signature: Heber Ruiz (Purchasing Manager)**Date:** 8/6/2025

RFP#2025-023 Citywide Lanscape and Turf Maintenance Services	Name: Ricardo Gutierrez, Mario Salinas, Abelardo Vara, Ivan Morua, Daniel Ibarra			
	Date: 9/11/2025			
	Signature: <i>Habor Ayiz</i> (Purchasing Manager)			
Evaluation Criteria	Maximum Points	A&S Janitorial Services	RSR Landscaping Irrigation LLC	The Green Company Landscape & Irrigation
Qualifications and Experience	150	109	97	130
Work Plan and Approach	125	95	75	112
References	75	69	70	72
Cost Proposal	125	90	99	108
Overall Responsiveness	25	20	14	22
Total:	500	383	355	444
Recommend		☒	☐	☒
Comments: Recommendation goes to the highest scoring vendor which is The Green Company.				

**RFP#2025-031 City of Eagle Pass_Design and Build of Recycling
Collection Center**



Name: Jesus Martinez, Daniel Ibarra, Mario Salinas, Eduardo Soto

Purchasing Manager Tabulation- Interview

Date: 8/22/2025

Signature Heber Ruiz (Purchasing Manager)

*** RATE USING 1 POINT INCREMENTS PLEASE**

Evaluation Criteria	MAXIMUM RATING *	<u>PILOT CONSTRUCTION</u>	<u>RAFSA CONSTRUCTION</u>	<u>TERRATECH ENGINEERING AND</u>
Cost Proposal	140	125	105	121
Project Approach and Methodology	100	85	93	72
Relevant Experience	80	78	79	80
References	40	36	39	37
Project Schedule	40	34	32	38
TOTAL POINTS	400	358	348	348

Member Recommendation: Pilot Construction

Highest Scoring Vendor is Pilot Construction



Name: Mariebelle Cortez, Mario Salinas, Ricardo Gutierrez, Guadalupe Negrete, Eduardo Soto

Purchasing Manager Tabulation

Interview Date: 10/7/2025

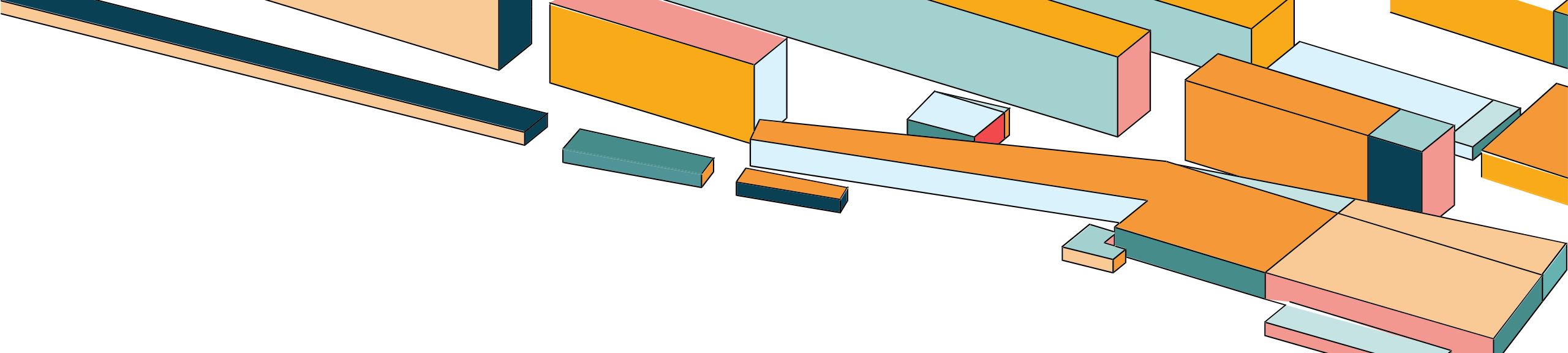
Signature *Heber Ruiz* (Purchasing Manager)*** RATE USING 1 POINT INCREMENTS PLEASE****Firms Listed in Alphabetical Order**

Evaluation Criteria	MAXIMUM RATING *	<u>FEMCO ELECTRIC</u>	<u>VARGAS ELECTRIC</u>			
Experience & Qualifications	100	55	100			
Technical Approach & Design	100	55	100			
Cost & Value	120	135	110			
Timeline & Availability	60	30	65			
References & Past Performance	20	3	24			
TOTAL POINTS	400	278	399			

Member Recommendation:

Award RFP#2025-034 to Vargas Electric and authorize the City Manager to negotiate and execute agreement accordingly.

Parks and Recreation Director: I Recommend Vargas Electric Pending a photometric plan and map to ensure the proper light coverage throughout the park trail and verigy that light will not spill into residential area. Additionally, Vargas Electric will need to include a security lighting plan that we can review to ensure enough lighting will be left on overnigh for park securty purposes... FEMCO Electric Failed to submit requiried information of experience, qualifications, timeline, references, lighting plan, and past projects



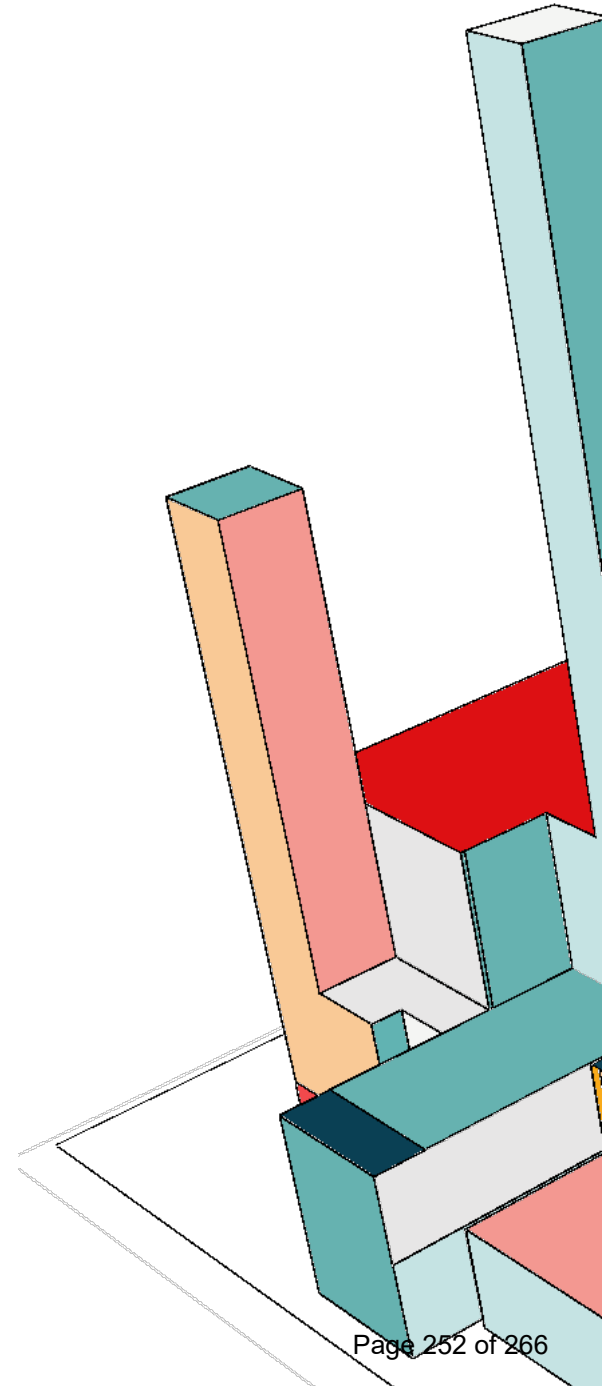
AFFORDABLE HOUSING SOLUTIONS FOR EAGLE PASS – CITY COUNCIL PRESENTATION

**CITY OF EAGLE PASS, COMMUNITY DEVELOPMENT DEPT.
10/07/2025**



WHAT IS AFFORDABLE HOUSING AND HOW DO WE INCREASE THE SUPPLY?

- What is affordable housing?
- Stats and local policies
- Questions and Suggestions
- Take Action – Complete the survey
- Where do we go from here: Future Meetings, Working Groups?



WHAT IS AFFORDABLE HOUSING?



What is **Affordable Housing**?



The government says housing is "affordable" if a family spends **no more than 30%** of their income to live there.



<https://salud-america.org/6-emerging-ways-cities-can-solve-the-affordable-housing-crisis/>

HOUSEHOLD INCOME

Household Income

Please note that the buckets used in this visualization were not evenly distributed by ACS when publishing the data.

\$51,270

MEDIAN HOUSEHOLD INCOME

± \$5,723

18.3k

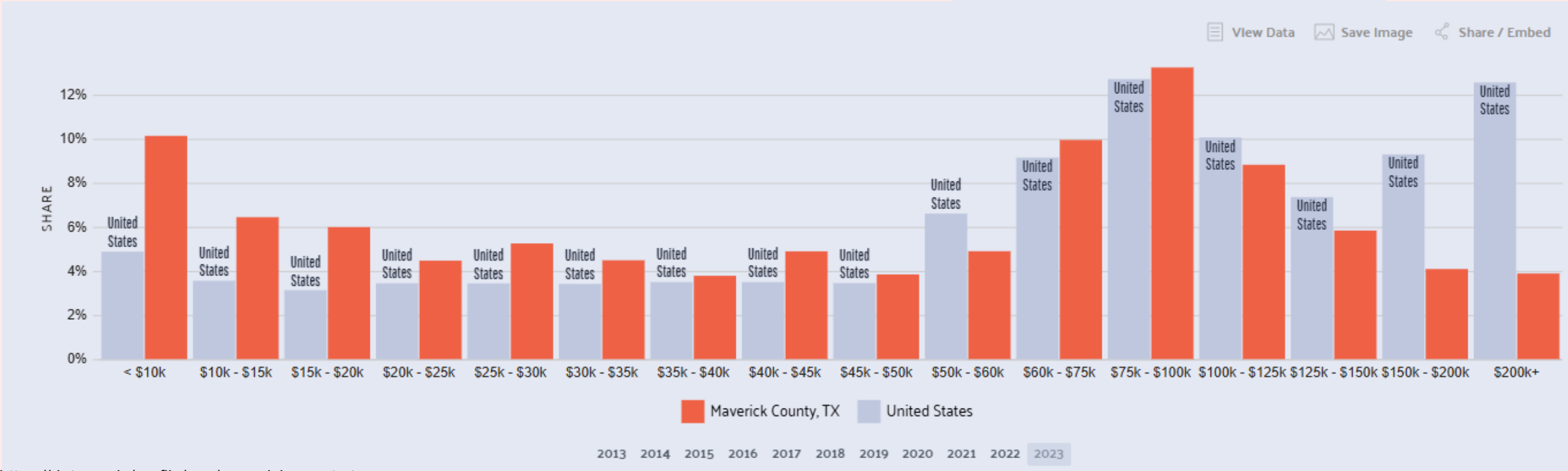
NUMBER OF HOUSEHOLDS

± 1,372

In 2023, the median household income of the 18.3k households in Maverick County, TX grew to \$51,270 from the previous year's value of \$48,497.

The following chart displays the households in Maverick County, TX distributed between a series of income buckets compared to the national averages for each bucket. The largest share of households have an income in the \$75k - \$100k range.

Data from the Census Bureau ACS 5-year Estimate.



LOCAL HOUSEHOLD DATA

Demographics	Base Year: 2012	Most Recent Year: 2022	% Change
Population	26, 383	28, 166	6.8%
Households	8, 273	9, 150	10.6%
Median Income	\$32, 370	\$52,254	61.4%

Table 5 - Housing Needs Assessment Demographics

Alternate Data Source Name:

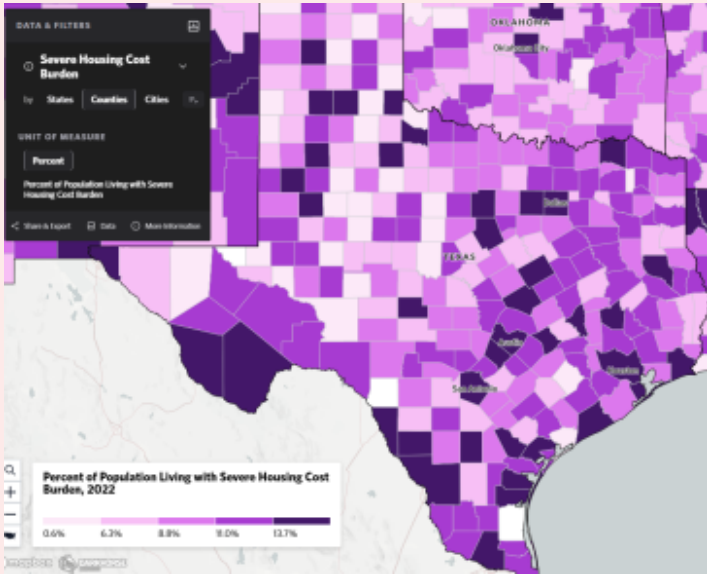
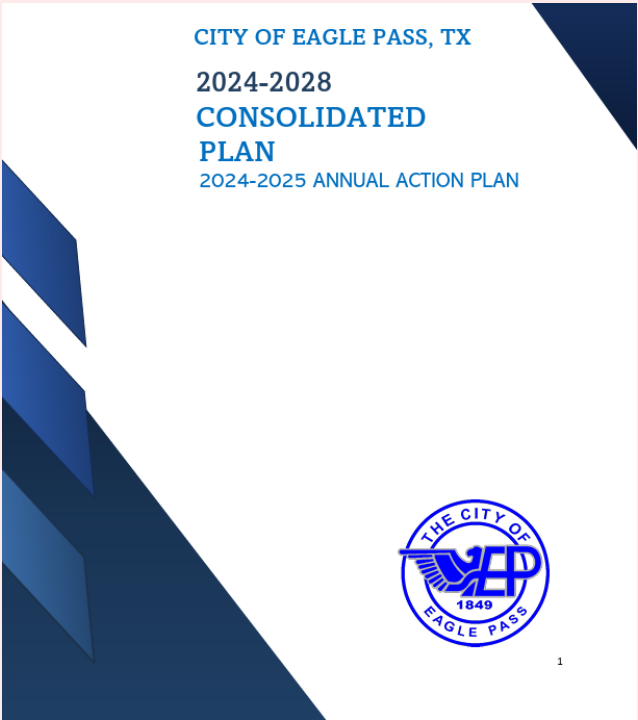
2008-2012 ACS (Base Year), 2018-2022 ACS (Most Recent Year)

Label	Maverick County, Texas		Eagle Pass city, Texas	
	Estimate	Margin of Error	Estimate	Margin of Error
▼ Total:	20,258	±30	10,341	±308
Occupied	18,320	±367	9,571	±369
Vacant	1,938	±371	770	±228

The [American Community Survey](#) (ACS) is the premier source of detailed information about the nation's people and housing. As an ongoing survey conducted by the U.S. Census Bureau since 2005, the ACS collects detailed social, economic, housing, and demographic information from a sample of households across the 50 states, the District of Columbia, and Puerto Rico.

The ACS provides up-to-date information annually, which helps local officials, community leaders, and businesses make informed decisions.

DATA, NEEDS ASSESSMENT REPORT, LOCAL POLICIES



Eagle Pass, TX

Municode Codification

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Eagle Pass, Texas - Code of Ordinances / APPENDIX A - ZONING ORDINANCE / Sec. 5. - "R-1" First one-family dwelling district.

VERSION: APR 2, 2025 (CURRENT)

▼

APPENDIX A - ZONING ORDINANCE

Sec. 1. - Title.

Sec. 2. - Purpose.

Sec. 3. - Definitions.

Sec. 4. - Districts.

Sec. 5. - "R-1" First one-family dwelling district.

Sec. 6. - "R-2" Second one-family dwelling districts.

Sec. 7. - "R-3" Duplex district.

Sec. 7.1 - "R-3(A)" Apartment district.

Sec. 7.2. - "R-4" Townhouse residence district.

Sec. 7.3. - "R-5" garden home district.

Sec. 7.4. - "R-6" third one-family dwelling district.

Sec. 8. - "B-1" Neighborhood business district.

Sec. 9. - "B-2" Central business district.

Sec. 9.1. - "B-3" General business district.

Sec. 5. - "R-1" First one-family dwelling district.

The following regulations shall apply to the "R-1" First one-family dwelling district:

A. Use regulations: A building or premises shall be used only for the following purposes:

(1) Single-family dwellings.

(2) Boardinghouse with a conditional-use permit.

(3) Church (except temporary revival), with conditional use permit.

(4) School, public or private, having a curriculum equal to a public elementary, high school, or institution of higher learning, but shall require a conditional use permit

(5) Public parks, playgrounds, golf courses (except miniature golf).

(6) Police and fire stations only as required for safety requirements

(7) Customary home occupations, as permitted by section 13 (Home Occupations) and with a conditional use permit.

(8) Accessory buildings and accessory uses, customarily incident to the above uses (not involving the conduct of a business), when located on the same lot, including a private garage for one (1) or more cars. Accessory buildings shall not be used for rent or used for commercial purposes.

(9) Temporary sales office.

B. Height regulations: No building shall exceed two and one-half (2½) stories or thirty-five (35) feet in height except as provided in section 12 hereof.

C. Area regulations:

(1) Front yard. There shall be a front yard along the front line of the lot. The minimum depth of such front yard shall be twenty-five (25) feet.

(2) Side yards. There shall be a side yard on each side of a building and shall not be less than five (5) feet in width. Where there is a corner lot, side yard shall not be less than ten (10) feet from the side of the building to the property line running adjacent to any street.

(3) Rear yard. The depth of the rear yard shall be at least twenty (20) feet in depth.

(4) Depth of lot. The lot shall have a minimum depth of one hundred ten (110) feet.

D. Intensity of use:

(1) Every lot or tract of land shall have an area of not less than seven thousand seven hundred (7,700) square feet and an average width of not less than seventy (70) feet, except that if a lot or tract should have less area or width than is herein required and its boundary lines along their entire length should touch lands under other ownership on the effective date of the ordinance from which this section is derived and shall not have been changed since said date, such parcel of land may be used for a single-family dwelling.

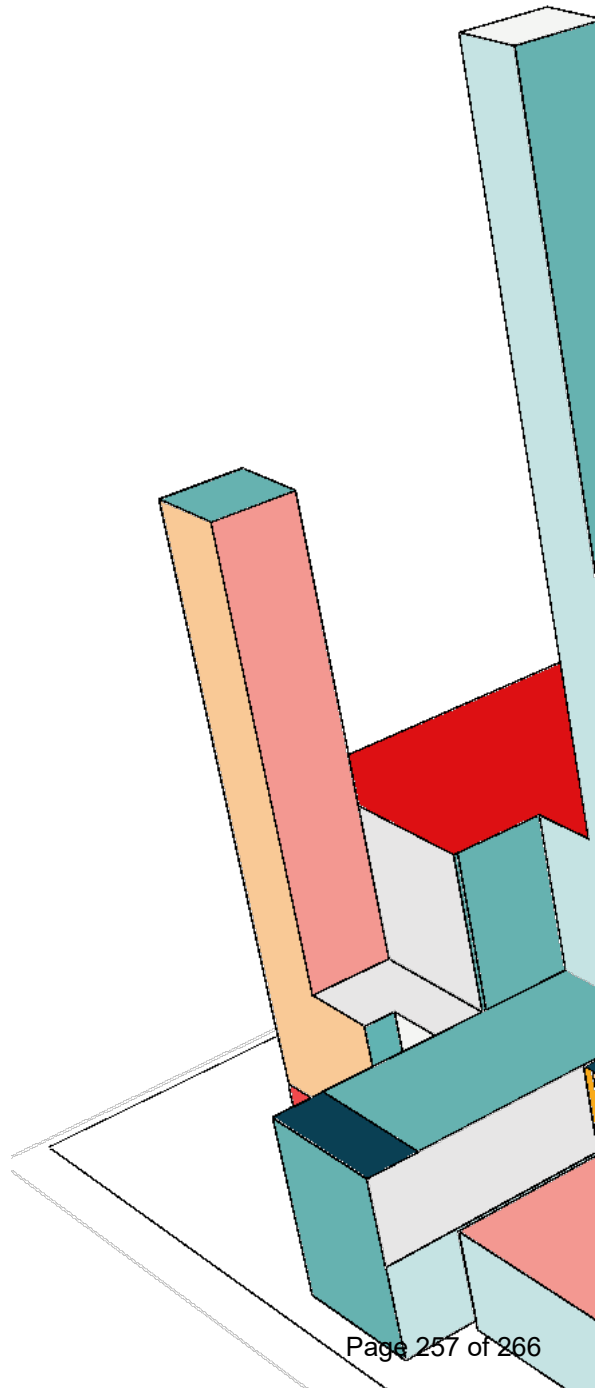
(2) Maximum impervious cover for a residential lot in R-1 district is fifty (50) percent. Impervious surfaces include any artificial structures that are covered by water-resistant materials such as: concrete, brick, stone, pavement and rooftops.

https://datausa.io/profile/geo/maverick-county-tx

Page 256 of 266

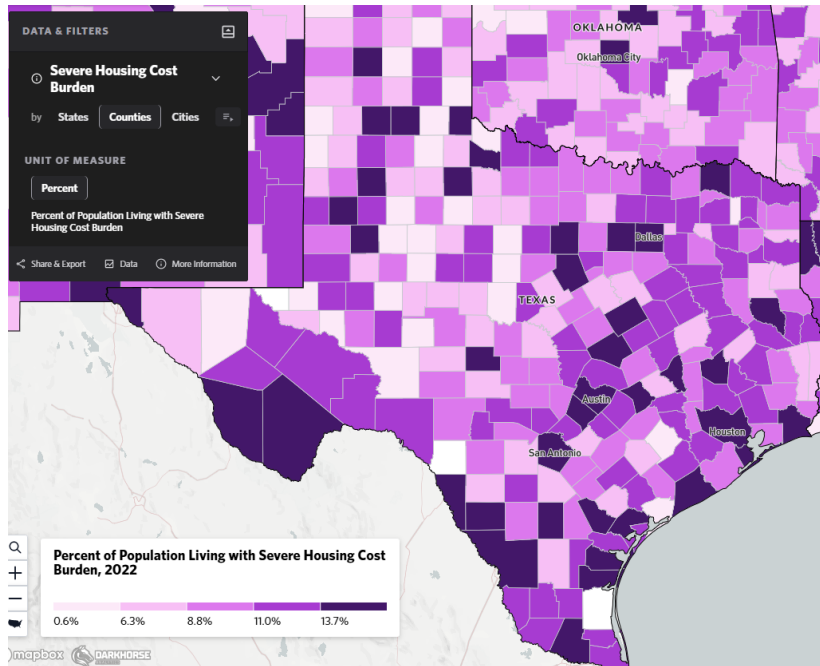
NEEDS ASSESSMENT REPORT

- City conducted a needs assessment as part of CDBG grant funding requirements that included analysis of the following:
- Demographic and economic indicators
- Broad trends in population, income, and household demographics
- Housing supply, homelessness, public services and infrastructure



SEVERE COST BURDEN HOUSEHOLDS IN EAGLE PASS

DARKER PURPLE = HIGHER PERCENT OF SEVERE HOUSING COST BURDEN



4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	385	40	0	425	120	40	40	200
Large Related	65	180	0	245	45	30	0	75
Elderly	30	55	0	85	90	15	25	130
Other	40	0	0	40	0	0	70	70
Total need by income	520	275	0	795	255	255	135	475

Table 10 – Cost Burden > 50%

Alternate Data Source Name:
2016-2020 CHAS

Local Policies: Ordinances regulate size of lots, setbacks, parking requirements

Eagle Pass, TX
Municode Codification

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Eagle Pass, Texas - Code of Ordinances / APPENDIX A - ZONING ORDINANCE / Sec. 5. - "R-1" First one-family dwelling district.

VERSION: APR 2, 2025 (CURRENT)

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Sec. 9.1. - "B-3" General business district.

Sec. 5. - "R-1" First one-family dwelling district.

The following regulations shall apply to the "R-1" First one-family dwelling district:

A. *Use regulations:* A building or premises shall be used only for the following purposes:

- (1) Single-family dwellings.
- (2) Boardinghouse with a conditional-use permit.
- (3) Church (except temporary revival), with conditional use permit.
- (4) School, public or private, having a curriculum equal to a public elementary, high school, or institution of higher learning, but shall require a conditional use permit
- (5) Public parks, playgrounds, golf courses (except miniature golf).
- (6) Police and fire stations only as required for safety requirements
- (7) Customary home occupations, as permitted by [section 13](#) (Home Occupations) and with a conditional use permit.
- (8) Accessory buildings and accessory uses, customarily incident to the above uses (not involving the conduct of a business), when located on the same lot, including a private garage for one (1) or more cars. Accessory buildings shall not be used for rent or used for commercial purposes.
- (9) Temporary sales office.

B. *Height regulations:* No building shall exceed two and one-half (2½) stories or thirty-five (35) feet in height except as provided in [section 12](#) hereof.

C. *Area regulations:*

- (1) *Front yard.* There shall be a front yard along the front line of the lot. The minimum depth of such front yard shall be twenty-five (25) feet.
- (2) *Side yards.* There shall be a side yard on each side of a building and shall not be less than five (5) feet in width. Where there is a corner lot, side yard shall not be less than ten (10) feet from the side of the building to the property line running adjacent to any street.
- (3) *Rear yard.* The depth of the rear yard shall be at least twenty (20) feet in depth.
- (4) *Depth of lot.* The lot shall have a minimum depth of one hundred ten (110) feet.

D. *Intensity of use:*

- (1) Every lot or tract of land shall have an area of not less than seven thousand seven hundred (7,700) square feet and an average width of not less than seventy (70) feet, except that if a lot or tract should have less area or width than is herein required and its boundary lines along their entire length should touch lands under other ownership on the effective date of the ordinance from which this section is derived and shall not have been changed since said date, such parcel of land may be used for a single-family dwelling.
- (2) Maximum impervious cover for a residential lot in R-1 district is fifty (50) percent. Impervious surfaces include any artificial structures that are covered by water-resistant materials such as: concrete, brick, stone, pavement and rooftops.

CITY RESIDENTIAL LOT TYPES.

WHAT IS MISSING?

WHAT CHANGES CAN BE MADE TO EXISTING ZONING DISTRICTS?

	R1	R2	R3	R3A	R4	R5	R6	?
	Single Family 1	Single Family 2	Duplex	Apartment Zoning	Townhouse District	Garden Home District	Single Family 3	High Density
Min Lot Size SF	7,700	5,500	7,000	7,000*	10,000	4,500	5,500	1,800
Front setback	25	25	25	25	20	10	15	20
Rear setback	20	16	16	16	0*	10	15	10
Min width	70	55	*	*	*	45	55	30
Min depth	110	100	110	110	80	100	100	60

MINIMUM LOT SIZES – WHAT IS HAPPENING AROUND THE STATE?



SB 15:

Legislative efforts to cap the minimum lot size for single-family homes in new subdivisions at 3,000 square feet. – Did not pass.

Developer discretion:

Developers can sometimes secure approval for smaller lots in new subdivisions, as seen in Houston's reforms.

Houston allows a 1,400 lot size in some areas.

Austin taking significant steps to advance affordable housing

- [Strategic Housing Blueprint](#) (2017) with 60,000 residences for households at or less than 80 percent of the median family income.
- **Code Amendments** - [Affordability Unlocked](#)
- The first phase of [HOME](#), (2023), allows up to three residences on a single-family lot. The second phase, adopted the following year, reduces minimum lot sizes from 5,750 square feet to 1,800 square feet.

LOT SIZE SCENARIOS

OVERSIMPLIFIED EXAMPLE – 10 ACRES OF LAND

How many lots per acre?

5,500 sf lots = **79 lots**

3,000 sf lots = **145 lots**

1,800 sf lots = **242 lots**

Cost per lot scenarios:

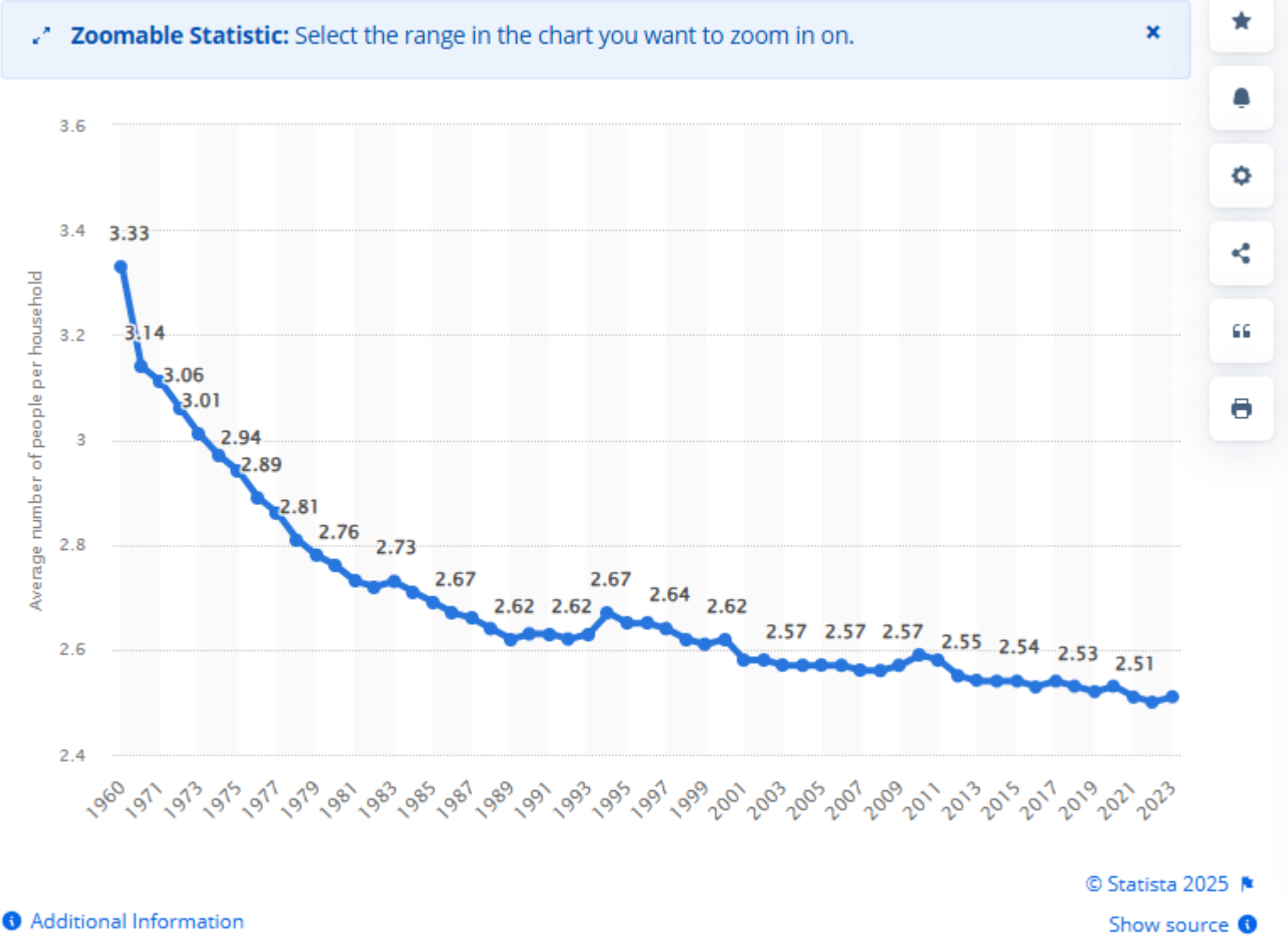
80 lots x **\$80k** = \$6.4M

145 lots x **\$44k** = \$6.4M

242 lots x **\$26k** = \$6.3M



DECLINE IN AVERAGE NUMBER OF PEOPLE PER HOUSEHOLD



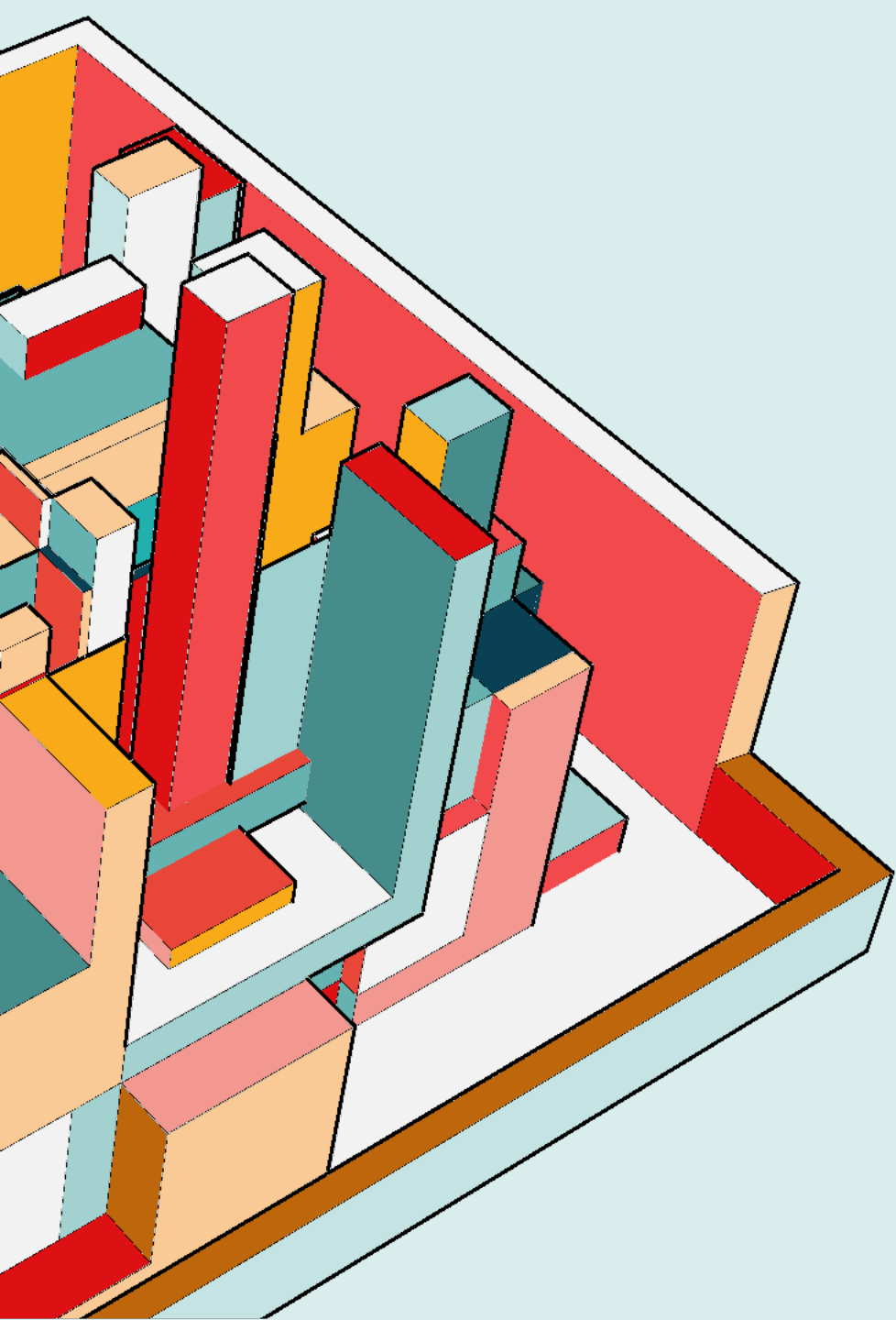
IS IT TIME FOR RESIDENTIAL DEVELOPMENT TO ADAPT?



Source: <https://markstewart.com/architectural-style/skinny-house-plans/?srsId=AfmBOoprRcg5Xq-EeohG4wvFTLZYda7eLGhAXL0VkdMvzVdQsKO0k6B>

ACCESSORY DWELLING UNITS

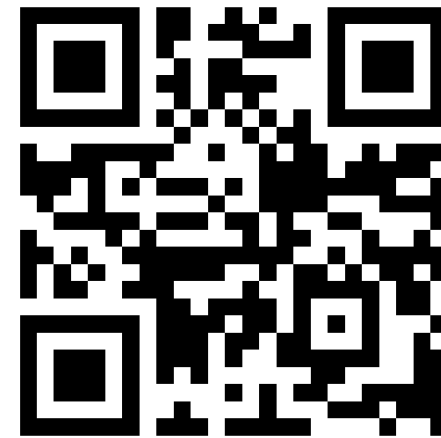




TAKE ACTION!

**WHAT CAN THE COMMUNITY DO TO
INCREASE AFFORDABLE HOUSING
OPTIONS?**

SHARE YOUR INPUT VIA SURVEY:



Contact Us: phone: 830-773-7781

email: planning@eaglepasstx.gov