CITY OF EAGLE PASS
AGENDA
CITY COUNCIL REGULAR MEETING
Council Chambers, City Hall
100 S. Monroe Street, Eagle Pass,
Maverick County, Texas
Tuesday, February 3, 2026 at 5:30 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF REVERENCE

ANNOUNCEMENTS

CITIZENS COMMUNICATIONS AND RECOGNITIONS

1. Recognition of Santiago Villarreal, a bass clarinet player for the Eagle Pass Mighty Eagle Band, for being selected to the prestigious High School Honors Performance Series.

2. Recognition of C.C. Winn High School National Honor Society's Environmental Committee for their continued hard work and dedication this 2025-2026 school year.

CONSENT AGENDA ITEMS

3. Second reading of an ordinance of the City of Eagle Pass, Texas, amending Appendix A, Zoning Ordinance, Section 7.1.2, of the Code of Ordinances to modify development standards within the "R-3(F)" Fourplex Dwelling District in order to promote housing affordability and efficient land use.

4. Second reading of an ordinance of the City of Eagle Pass, Texas, amending Appendix A, Zoning Ordinance, Section 7.4, of the Code of Ordinances to modify development standards within the "R-6" third one family dwelling district in order to promote housing affordability and efficient land use.

5. Second reading of an ordinance of the City of Eagle Pass, Texas, amending Appendix A, Zoning Ordinance, Section 7.5, of the Code of Ordinances to modify development standards within the "R-7" Fourth One Family Dwelling District in order to promote housing affordability and efficient land use.

6. Second reading of an ordinance of the City of Eagle Pass, Texas, amending Appendix A, Zoning Ordinance, Section 7.6, of the Code of Ordinances to

modify development standards within the “R-8" High Density Single Family Dwelling District in order to promote housing affordability and efficient land use.

7. Third and final reading of an ordinance of the City of Eagle Pass, Texas, amending Chapter 2, Article VI, Division II, Subdivision G, Sections 2-250.41, 250.42, and 250.43 of the Code of Ordinances by updating the financial disclosure reporting guidelines to align with Chapter 145 of the Texas Local Government Code and Chapter 572 of the Texas Government Code; providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date.

8. Third and final reading of an ordinance of the City of Eagle Pass, Texas, amending Appendix A- Zoning Ordinance, Section 12.1 off-street parking requirements subsection 3. (g) and 8. (b) of the Code of Ordinances by reducing the required parking for a three-bedroom unit from two and one half to two; providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date.

9. Third and final reading of an ordinance of the City of Eagle Pass, Texas, amending Appendix A, Section 5, of the Code of Ordinances by reducing the zoning requirements by reducing minimum lot depth, lot area, and lot width requirements and increasing maximum impervious cover in the R-1 first one-family dwelling district; providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date.

10. Third and final reading of an ordinance of the City of Eagle Pass, Texas, amending Appendix A, Section 6, of the Code of Ordinances by modifying development standards within the “R-2” second one-family dwelling district, including reductions to minimum lot dimensions, yard requirements, and impervious cover limitations; providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date.

11. Third and final reading of an ordinance of the City of Eagle Pass, Texas, amending Appendix A, Section 7, of the Code of Ordinances by modifying development standards within the “R-3” duplex district, including reductions to height, lot dimensions, yard requirements, and impervious cover limitations; providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date.

12. Third and final reading of an ordinance of the City of Eagle Pass, Texas, amending Appendix A, Section 7.1, of the Code of Ordinances to modify development standards within the “R-3(A)” apartment district, including adjustments to height, yard requirements, lot dimensions, and impervious cover standards; providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date.

13. Third and final reading of an ordinance of the City of Eagle Pass, Texas, amending Appendix A, Section 7.2, of the Code of Ordinances to modify development standards within the “R-4” Townhouse Residence District in order to promote housing affordability and efficient land use; providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date.

14. Third and final reading of an ordinance of the City of Eagle Pass, Texas, amending Ordinance No. 2025-37, the FY 2025–2026 budget of the City of Eagle Pass, Texas, to implement position title adjustments and adding new full-time employees across multiple departments; authorizing the use of available revenue surplus and grant funds to fund the amendment; and allowing contributions to others for the Eagle Pass Youth Center in an amount not to exceed $15,000.00, and an allocation of $90,000.00 to be moved from the surplus revenues fund to the repairs and maintenance fund for the Mosaic Eagle Children's Museum.

15. Consideration and possible approval of a resolution authorizing the submission of a grant application with the Office of the Governor, Public Safety Office, Criminal Justice Division for the FY2027 Body-Worn Camera Grant.

16. Consideration and possible approval of a resolution authorizing the submission of a grant application with the Office of the Governor, Public Safety Office, Criminal Justice Division for the FY2027 Rifle Resistant Armor Grant Program.

17. Consideration and possible approval of a resolution authorizing the submission of a grant application to the Office of the Governor, Public Safety Office, Criminal Justice Division, for the FY27 Peace Officer Mental Health Program

18. Consideration and possible approval of a resolution authorizing the submission of a grant application with the Office of the Governor, Public Safety Office Criminal Justice Division for the FY27 Project Safe Neighborhoods Program (PSN)

19. Consideration and possible approval of a resolution authorizing the submission of a grant application to the Office of the Governor, Public Safety Office Criminal Justice Division for the FY27 State and Local Cybersecurity Program

20. Consideration and possible approval of a partnership agreement between United Medical Centers and the City of Eagle Pass for professional therapy and counseling services.

21. Consideration and possible approval of a partnership agreement between Maverick County Hospital District and the City of Eagle Pass for professional therapy and counseling services.

22. Consideration and possible approval of a partnership agreement between

MYS Counseling & Assessment and the City of Eagle Pass for professional therapy and counseling services.

23. Consideration and possible approval of a partnership agreement between Inclusive Minds, PLLC and the City of Eagle Pass for professional therapy and counseling services.

24. Consideration and possible approval of 28 hours vacation pay to City Manager, Homero Balderas.

REPORT

25. 1st Quarter Budget Report for Fiscal Year 2025–2026

ORDINANCE(S)

26. Introductory ordinance of the City of Eagle Pass, Texas, amending Article IV, Section 23-69, of the Code of Ordinances by amending lot size requirements for residential lots outside city limits; establishing lot size requirements and development standards for residential lots consistent with the City's Zoning Ordinance; providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date.

RESOLUTION(S)

27. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass, Texas, establishing the "Events for all Advisory Board" of the City of Eagle Pass; providing for membership, powers, and duties; and providing an effective date.

28. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass, Texas, appointing members to the Main Street Advisory Board.

29. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass, Texas, appointing members to the Charter Review Commission.

30. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass, Texas, supporting and requesting the Maverick County Commissioners Court to apply for the countywide polling place program with the intent of utilizing multiple election day voting sites during the 2027 Eagle Pass City election.

31. 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.

32. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass, Texas, approving and authorizing the distribution of preliminary limited offering memoranda for the City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2026 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project) and the City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2026 (Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project); and resolving other related matters.

OTHER BUSINESS

33. Presentation and possible action allowing the City Manager to amend the agreement between the City of Eagle Pass and LJA Engineering, Inc., entered into on July 8, 2024, for the amendment to the Camino Real International Bridge Presidential Permit to include the Donation Acceptance Program (DAP) and related preliminary design phase in an amount not to exceed $710,000.00.

34. Discussion and possible action allowing City Manager to negotiate and execute a Municipal Maintenance Agreement with Texas Department of Transportation to assist the City in the maintenance and operation of State Highways within the City.

35. Consideration and possible action awarding/rejection of Request for Proposal (RFP) RFP#2026-002 IT Management Services and authorize City Manager to negotiate and execute the contract.

36. Presentation and possible action regarding State and local laws, regulating home-based food production and sales.

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.

37. Executive Session pursuant to Section 551.087, Chapter 551, Texas Government Code – Deliberation regarding economic development negotiations – Discuss economic development amendment regarding Chapter 380 Agreement with H2EP LLC.; and possible action in open session.

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 28th day of January 2026, at 7:45 p.m., which is more than three (3) business days prior to the meeting on the 3rd day of February 2026.

Ita A. Cortinas
Assistant City Secretary

COUNCIL COMMUNICATION

MEETING DATE: 02.03.2026	SUBJECT OF DELIBERATION: The City of Eagle Pass is requesting Council approval to submit an application to the Office of the Governor – Public Safety Office (PSO) for the **FY2027 Rifle-Resistant Body Armor Grant Program**, which provides state funding to support law enforcement agencies in equipping eligible peace officers with **rifle-resistant body armor**.
REQUESTED BY: Captain Gerardo Fuentes	DEPARTMENT SOURCE: N/A
BACKGROUND/PREVIOUS ACTION: The City of Eagle Pass Police Department has previously been awarded funds through this program, including FY2026 and prior fiscal years, and has utilized the funding to enhance officer safety and operational readiness.	
COST: Grant Funds - $28,019.54 No Match	BUDGETED or FUNDING SOURCE: N/A
RECOMMENDATION FROM DEPARTMENT DIRECTOR: Approve the Resolution	
FINANCE DIRECTOR'S COMMENTS:	
CITY MANAGER'S COMMENTS:	
LEGAL COUNSEL COMMENTS:	
ATTACHMENTS:	
SUGGESTED MOTION:	

RESOLUTION NO. 2026 -

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION WITH THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE CRIMINAL JUSTICE DIVISION FOR THE FY2027 RIFLE RESISTANT ARMOR GRANT PROGRAM FOR RIFLE-RESISTANT BODY ARMOR TOTALING $28,019.54 WITH NO MATCH REQUIRED; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF EAGLE PASS IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF EAGLE PASS WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE OFFICE OF GOVERNOR AND THE STATE OF TEXAS.

WHEREAS, the City Council finds it is in the best interest of the citizens of Eagle Pass, Texas, that the Eagle Pass Police Department operate the **Rifle-Resistant Body Armor Program for FY2027**, and that the City pursue available grant funding through the Office of the Governor – Public Safety Office (PSO) to equip eligible peace officers with rifle-resistant body armor to enhance officer safety and improve operational readiness**;**

WHEREAS, the City Council agrees to provide applicable matching funds for the said project as may be required by the Rifle-Resistant Body Armor Grant Program grant application; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of the Governor's funds, the City Council assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

WHEREAS, the City Council designates the Finance Director as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Eagle Pass, Texas approves submission of the grant application #**5007903** for the **Eagle Pass Police Department Rifle-Resistant Body Armor Program** to the Office of the Governor.

READ, PASSED, AND APPROVED, this 3rd day of February, A.D., 2026.

ATTEST:

______________________________ ______________________________

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

APPROVED AS TO FORM AND LEGALITY:

____

Ana Sophia Garcia
City Attorney

COUNCIL COMMUNICATION

MEETING DATE: 02.03.2026	SUBJECT OF DELIBERATION: The City of Eagle Pass is requesting Council approval to submit an application to the Office of the Governor – Public Safety Office (PSO) for the **FY2027 Peace Officer Mental Health Program**, which provides grant funding to support confidential, specialized mental health services and assistance directly to peace officers and first responders experiencing direct and indirect trauma associated with normal job duties.
REQUESTED BY: Police Chief Amy Gonzalez	DEPARTMENT SOURCE: N/A

BACKGROUND/PREVIOUS ACTION: The City of Eagle Pass has previously been awarded and implemented the **FY2026 First Responder Mental Health Grant** to support mental health and resiliency efforts for the Eagle Pass Police Department and eligible first responder personnel. The City of Eagle Pass will continue these efforts by pursuing FY2027 grant funding to provide and expand mental health support services for peace officers and first responders

COST: Funding Levels Minimum: $10,000 Maximum: No Maximum Match Requirement: None	BUDGETED or FUNDING SOURCE: N/A

RECOMMENDATION FROM DEPARTMENT DIRECTOR:
Approve the Resolution

FINANCE DIRECTOR’S COMMENTS:

CITY MANAGER’S COMMENTS:

LEGAL COUNSEL COMMENTS:

ATTACHMENTS:

SUGGESTED MOTION:

RESOLUTION NO. 2026 -

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION WITH THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE CRIMINAL JUSTICE DIVISION FOR THE FY2027 PEACE OFFICER MENTAL HEALTH PROGRAM WITH NO MATCH REQUIRED; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF EAGLE PASS IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF EAGLE PASS WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE OFFICE OF GOVERNOR AND THE STATE OF TEXAS.

WHEREAS, the City Council finds it in the best interest of the citizens of Eagle Pass, by pursuing FY2027 Peace Officer Mental Health Program grant funding to provide and expand mental health support services for peace officers and first responders; and

WHEREAS, the City Council agrees to provide applicable matching funds for the said project as may be required by the **FY27 Peace Officer Mental Health Program** grant application; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of the Governor's funds, the City Council assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

WHEREAS, the City Council designates the Finance Director as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Eagle Pass, Texas approves submission of the grant application #**5806701** for the **Eagle Pass Peace Officer Mental Health Program** to the Office of the Governor.

READ, PASSED, AND APPROVED, this 3rd day of February, A.D., 2026.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Ana Sophia Garcia
City Attorney

RESOLUTION NO. 2026 -

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION WITH THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE CRIMINAL JUSTICE DIVISION FOR THE FY2027 PROJECT SAFE NEIGHBORHOODS PROGRAM WITH NO MATCH REQUIRED; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF EAGLE PASS IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF EAGLE PASS WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE OFFICE OF GOVERNOR AND THE STATE OF TEXAS.

WHEREAS, the City of Eagle Pass recognizes the importance of pursuing available grant funding opportunities that strengthen public safety partnerships and enhance efforts to reduce violent crime, by pursuing **FY2027 Project Safe Neighborhoods Program**; and

WHEREAS, the City Council agrees to provide applicable matching funds for the said project as may be required by the **FY27 Project Safe Neighborhoods Program** grant application; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of the Governor's funds, the City Council assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

WHEREAS, the City Council designates the Finance Director as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Eagle Pass, Texas approves submission of the grant application #**5807101** for the **Eagle Pass Project Safe Neighborhoods Program** to the Office of the Governor.

READ, PASSED, AND APPROVED, this 3rd day of February, A.D., 2026.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Ana Sophia Garcia
City Attorney

COUNCIL COMMUNICATION

MEETING DATE: 02.03.2026	SUBJECT OF DELIBERATION: The City of Eagle Pass is requesting Council approval to submit an application to the Office of the Governor – Public Safety Office (PSO) for the **FY2027 Project Safe Neighborhoods (PSN) Grant Program**, which provides state and federal funding to support projects designed to foster safer neighborhoods through a sustained reduction in violent crime, including efforts to address criminal gangs and felonious possession and use of firearms
REQUESTED BY: Police Chief Amy Gonzalez	DEPARTMENT SOURCE: N/A
BACKGROUND/PREVIOUS ACTION: This is the first year the City of Eagle Pass will pursue PSN funding, and Council approval is requested to authorize submission of the grant application and required governing body resolution.	
COST: Funding Levels Minimum: None Maximum: None Match Requirement: None	BUDGETED or FUNDING SOURCE: N/A
RECOMMENDATION FROM DEPARTMENT DIRECTOR: Approve the Resolution	
FINANCE DIRECTOR’S COMMENTS:	
CITY MANAGER’S COMMENTS:	
LEGAL COUNSEL COMMENTS:	
ATTACHMENTS:	
SUGGESTED MOTION:	

COUNCIL COMMUNICATION

MEETING DATE: 02.03.2026	SUBJECT OF DELIBERATION: The City of Eagle Pass is requesting Council approval to submit an application to the **Office of the Governor – Public Safety Office (PSO)** for the **State and Local Cybersecurity Grant Program (SLCGP) – Mitigation Projects, FY2027**, which provides federal funding to support cybersecurity efforts that reduce systemic cyber risk and address imminent threats to local government information systems.
REQUESTED BY: IT Department	DEPARTMENT SOURCE: N/A
BACKGROUND/PREVIOUS ACTION: The City was previously awarded funding under this program in **FY2026**, and the City seeks to continue strengthening cybersecurity protections and risk mitigation efforts across City systems through eligible mitigation projects.	
COST: Funding Levels Minimum: $10,000 Maximum: None Match Requirement: 30%	BUDGETED or FUNDING SOURCE: N/A
RECOMMENDATION FROM DEPARTMENT DIRECTOR: Approve the Resolution	
FINANCE DIRECTOR'S COMMENTS:	
CITY MANAGER'S COMMENTS:	
LEGAL COUNSEL COMMENTS:	
ATTACHMENTS:	
SUGGESTED MOTION:	

RESOLUTION NO. 2026 -

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION WITH THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE CRIMINAL JUSTICE DIVISION FOR THE FY2027 STATE AND LOCAL CYBERSECURITY PROGRAM WITH 30% MATCH REQUIRED; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF EAGLE PASS IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF EAGLE PASS WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE OFFICE OF GOVERNOR AND THE STATE OF TEXAS.

WHEREAS, The purpose of this funding opportunity is to solicit applications which supports implementation of cybersecurity protections commensurate with risk; and

WHEREAS, the City Council finds it in the best interest of the citizens of Eagle Pass, Texas, to pursue available grant funding that strengthens cybersecurity, protects critical systems, and supports continuity of operations; and

WHEREAS, the City Council agrees to provide applicable matching funds for the said project as may be required by the **FY27 State and Local Cybersecurity Grant Program** grant application; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of the Governor's funds, the City Council assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

WHEREAS, the City Council designates the Finance Director as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Eagle Pass, Texas approves submission of the grant application #**5473202** for the **City of Eagle Pass State and Local Cybersecurity Grant Program** to the Office of the Governor.

READ, PASSED, AND APPROVED, this 3rd day of February, A.D., 2026.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Ana Sophia Garcia
City Attorney

MEMORANDUM OF UNDERSTANDING
BETWEEN UNITED MEDICAL SERVICES AND THE CITY OF EAGLE PASS, TEXAS

This Memorandum of Understanding ("MOU") is entered into this _____day of _____________, 2026 by and between UNITED MEDICAL SERVICES, a professional mental health services provider ("Provider"), and the CITY OF EAGLE PASS, TEXAS, a municipal corporation of the State of Texas ("City"). For convenience, the Provider and City may be referred to individually as a "Party" and collectively as the "Parties."

I. PURPOSE

The purpose of this MOU is to establish the terms and conditions under which Provider shall furnish professional counseling, mental health support, and related wellness services to first responders employed by the City, including but not limited to personnel of the Police Department, Fire Department, Emergency Medical Services, and Public Safety Communications ("First Responders").

II. AUTHORITY

This MOU is executed pursuant to the City's authority to enter into cooperative agreements for the provision of health and wellness services to municipal employees and to promote the operational readiness and well-being of First Responders.

III. SCOPE OF SERVICES

Provider shall furnish the following services ("Services"):

1. **Individual Counseling:** Confidential, professional counseling for First Responders experiencing stress, trauma, critical incident exposure, burnout, or other mental health concerns.

2. **Crisis Intervention:** Timely response following critical or traumatic incidents, including on-site or virtual crisis counseling as reasonably requested by the City.

3. **Group Debriefings and Support Sessions:** Facilitated group discussions, post-incident debriefings, and wellness-focused group interventions.

4. **Training and Education:** Workshops or presentations on mental health awareness, stress management, resilience, and related topics, as mutually agreed upon.

5. **Recordkeeping:** Maintenance of confidential clinical records in accordance with applicable federal and state laws, including HIPAA and Texas mental health statutes.

IV. RESPONSIBILITIES OF THE CITY

The City shall:

1. Inform First Responders of the availability of Services under this MOU.

2. Designate a liaison to coordinate scheduling, communication, and logistical matters.

3. Provide, when feasible, a private and appropriate space for on-site counseling sessions.

4. Ensure that participation in Services is voluntary and free from retaliation or adverse employment consequences.

5. Support Provider’s reasonable efforts to deliver Services in a timely and effective manner.

V. CONFIDENTIALITY

1. Provider shall maintain strict confidentiality of all clinical information in accordance with HIPAA, Texas Health & Safety Code Chapter 611, and all other applicable laws and ethical standards.

2. Provider shall not disclose any identifying information to the City without the written authorization of the individual First Responder, except as required by law.

3. Provider may furnish non-identifying, aggregate data to the City for program evaluation purposes, provided such data does not compromise confidentiality.

4. Provider must secure the confidentiality of information to which Provider may have access to prevent the theft or inadvertent disclosure of confidential information. This provision shall not be construed as limiting the Provider's right of access to information under this Contract.

5. Provider understands that the City is bound by the provisions of the Texas Public Information Act and Attorney General Opinions issued under the statute.

6. Within three (3) days of receipt, Provider will refer to the City any third-party requests for public information related to the City, received directly by Provider, for information to which Provider has access as a result of or in the course of its performance under this Agreement.

7. The confidentiality requirements pertaining to this Contract survive the cancellation, termination, or expiration of this Contract.

VI. COMPENSATION

The Parties agree that compensation, billing procedures, and payment terms, if applicable, shall be set forth and agreed upon by both Parties. Payment will be issued within thirty (30) days of receipt of a proper invoice in accordance with the City's accounts payable schedule. No financial obligations are created by this MOU unless expressly stated in such subsequent agreement.

VII. TERM AND TERMINATION

1. This MOU shall become effective upon execution by both Parties and shall remain in effect for a period of one (1) year.

   a) This MOU shall automatically renew for successive one-year terms unless either Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. Upon receipt of a termination, the Provider shall promptly cease all further work pursuant to the Provider, with such exceptions, if any, specified in the notice of termination. The City shall pay the Provider, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

2. Either Party may terminate this MOU at any time, with or without cause, upon thirty (30) days' written notice to the other Party.

3. Upon termination, Provider shall complete or appropriately transition any ongoing Services in a manner consistent with professional standards.

VIII. AMENDMENTS

This MOU may be amended only by a written instrument executed by both Parties.

IX. NON-DISCRIMINATION

The Parties agree that all Services and activities under this MOU shall be conducted without discrimination based on race, color, national origin, religion, sex, gender identity, sexual orientation, age, disability, or any other protected classification under applicable law.

X. INDEMNIFICATION

TO THE EXTENT PERMITTED BY LAW, PROVIDER DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE

NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOROR SUPPLIER COMMITTED BY CONTRACTOR, ITS AGENTS, OR CONTRACTORS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH PROVIDER EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (b) AND PROVIDER WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

XI. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Maverick County, Texas.

XII. ASSIGNABILITY

The parties hereby agree that PROVIDER may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of CITY.

XIII. NOTICES

Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this Agreement shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee.

To the City:
City of Eagle Pass
Attention: City Manager
100 S. Monroe Street
Eagle Pass, TX 78852

To the Provider:
United Medical Centers
2525 N. Veterans Blvd.
Eagle Pass, TX 78852

XIV. SIGNATURES

The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the dates set forth below.

UNITED MEDICAL SERVICES

Name: ______________________________ Title: ______________________________

Signature: ___________________________

CITY OF EAGLE PASS, TEXAS

Name: Homero Balderas Title: City Manager

Signature: ___________________________

Attested:	Approved as to form:
________________________	____________________________
Erika Rodriguez City Secretary	Ana Sophia Garcia City Attorney

MEMORANDUM OF UNDERSTANDING
BETWEEN MAVERICK COUNTY HOSPITAL DISTRICT AND THE CITY OF EAGLE PASS, TEXAS

This Memorandum of Understanding ("MOU") is entered into this _____day of _____________, 2026 by and between MAVERICK COUNTY HOSPITAL DISTRICT, a professional mental health services provider ("Provider"), and the CITY OF EAGLE PASS, TEXAS, a municipal corporation of the State of Texas ("City"). For convenience, the Provider and City may be referred to individually as a "Party" and collectively as the "Parties."

I. PURPOSE

The purpose of this MOU is to establish the terms and conditions under which Provider shall furnish professional counseling, mental health support, and related wellness services to first responders employed by the City, including but not limited to personnel of the Police Department, Fire Department, Emergency Medical Services, and Public Safety Communications ("First Responders").

II. AUTHORITY

This MOU is executed pursuant to the City's authority to enter into cooperative agreements for the provision of health and wellness services to municipal employees and to promote the operational readiness and well-being of First Responders.

III. SCOPE OF SERVICES

Provider shall furnish the following services ("Services"):

1. **Individual Counseling:** Confidential, professional counseling for First Responders experiencing stress, trauma, critical incident exposure, burnout, or other mental health concerns.

2. **Crisis Intervention:** Timely response following critical or traumatic incidents, including on-site or virtual crisis counseling as reasonably requested by the City.

3. **Group Debriefings and Support Sessions:** Facilitated group discussions, post-incident debriefings, and wellness-focused group interventions.

4. **Training and Education:** Workshops or presentations on mental health awareness, stress management, resilience, and related topics, as mutually agreed upon.

5. **Recordkeeping:** Maintenance of confidential clinical records in accordance with applicable federal and state laws, including HIPAA and Texas mental health statutes.

IV. RESPONSIBILITIES OF THE CITY

The City shall:

1. Inform First Responders of the availability of Services under this MOU.

2. Designate a liaison to coordinate scheduling, communication, and logistical matters.

3. Provide, when feasible, a private and appropriate space for on-site counseling sessions.

4. Ensure that participation in Services is voluntary and free from retaliation or adverse employment consequences.

5. Support Provider's reasonable efforts to deliver Services in a timely and effective manner.

V. CONFIDENTIALITY

1. Provider shall maintain strict confidentiality of all clinical information in accordance with HIPAA, Texas Health & Safety Code Chapter 611, and all other applicable laws and ethical standards.

2. Provider shall not disclose any identifying information to the City without the written authorization of the individual First Responder, except as required by law.

3. Provider may furnish non-identifying, aggregate data to the City for program evaluation purposes, provided such data does not compromise confidentiality.

4. Provider must secure the confidentiality of information to which Provider may have access to prevent the theft or inadvertent disclosure of confidential information. This provision shall not be construed as limiting the Provider's right of access to information under this Contract.

5. Provider understands that the City is bound by the provisions of the Texas Public Information Act and Attorney General Opinions issued under the statute.

6. Within three (3) days of receipt, Provider will refer to the City any third-party requests for public information related to the City, received directly by Provider, for information to which Provider has access as a result of or in the course of its performance under this Agreement.

7. The confidentiality requirements pertaining to this Contract survive the cancellation, termination, or expiration of this Contract.

VI. COMPENSATION

The Parties agree that compensation, billing procedures, and payment terms, if applicable, shall be set forth and agreed upon by both Parties. Payment will be issued within thirty (30) days of receipt of a proper invoice in accordance with the City's accounts payable schedule. No financial obligations are created by this MOU unless expressly stated in such subsequent agreement.

VII. TERM AND TERMINATION

1. This MOU shall become effective upon execution by both Parties and shall remain in effect for a period of one (1) year.

    a) This MOU shall automatically renew for successive one-year terms unless either Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. Upon receipt of a termination, the Provider shall promptly cease all further work pursuant to the Provider, with such exceptions, if any, specified in the notice of termination. The City shall pay the Provider, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

2. Either Party may terminate this MOU at any time, with or without cause, upon thirty (30) days' written notice to the other Party.

3. Upon termination, Provider shall complete or appropriately transition any ongoing Services in a manner consistent with professional standards.

VIII. AMENDMENTS

This MOU may be amended only by a written instrument executed by both Parties.

IX. NON-DISCRIMINATION

The Parties agree that all Services and activities under this MOU shall be conducted without discrimination based on race, color, national origin, religion, sex, gender identity, sexual orientation, age, disability, or any other protected classification under applicable law.

X. INDEMNIFICATION

TO THE EXTENT PERMITTED BY LAW, PROVIDER DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY

TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOROR SUPPLIER COMMITTED BY CONTRACTOR, ITS AGENTS, OR CONTRACTORS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH PROVIDER EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (b) AND PROVIDER WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

XI. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Maverick County, Texas.

XII. ASSIGNABILITY

The parties hereby agree that PROVIDER may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of CITY.

XIII. NOTICES

Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this Agreement shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee.

To the City:
City of Eagle Pass
Attention: City Manager
100 S. Monroe Street
Eagle Pass, TX 78852

To the Provider:
Maverick County Hospital District
3406 Bob Rogers Dr.
Eagle Pass, TX 78852

XIV. SIGNATURES

The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the dates set forth below.

MAVERICK COUNTY HOSPITAL DISTRICT

Name: ______________________________ Title: _______________________________

Signature: ___________________________

CITY OF EAGLE PASS, TEXAS

Name: Homero Balderas Title: City Manager

Signature: ___________________________

Attested:	Approved as to form:
_______________________	___________________________
Erika Rodriguez City Secretary	Ana Sophia Garcia City Attorney

MEMORANDUM OF UNDERSTANDING
BETWEEN MYS COUNSELING & ASSESSMENT AND THE CITY OF EAGLE PASS, TEXAS

This Memorandum of Understanding ("MOU") is entered into this _____day of _____________, 2026 by and between MYS COUNSELING & ASSESSMENT, a professional mental health services provider ("Provider"), and the CITY OF EAGLE PASS, TEXAS, a municipal corporation of the State of Texas ("City"). For convenience, the Provider and City may be referred to individually as a "Party" and collectively as the "Parties."

I. PURPOSE

The purpose of this MOU is to establish the terms and conditions under which Provider shall furnish professional counseling, mental health support, and related wellness services to first responders employed by the City, including but not limited to personnel of the Police Department, Fire Department, Emergency Medical Services, and Public Safety Communications ("First Responders").

II. AUTHORITY

This MOU is executed pursuant to the City's authority to enter into cooperative agreements for the provision of health and wellness services to municipal employees and to promote the operational readiness and well-being of First Responders.

III. SCOPE OF SERVICES

Provider shall furnish the following services ("Services"):

1. **Individual Counseling:** Confidential, professional counseling for First Responders experiencing stress, trauma, critical incident exposure, burnout, or other mental health concerns.

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5. **Recordkeeping:** Maintenance of confidential clinical records in accordance with applicable federal and state laws, including HIPAA and Texas mental health statutes.

IV. RESPONSIBILITIES OF THE CITY

The City shall:

1. Inform First Responders of the availability of Services under this MOU.

2. Designate a liaison to coordinate scheduling, communication, and logistical matters.

3. Provide, when feasible, a private and appropriate space for on-site counseling sessions.

4. Ensure that participation in Services is voluntary and free from retaliation or adverse employment consequences.

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Attention: City Manager
100 S. Monroe Street
Eagle Pass, TX 78852

To the Provider:
MYS Counseling & Assessment
2322 N. Veterans Blvd., #1
Eagle Pass, TX 78852

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MYS COUNSELING & ASSESSMENT

Name: ______________________________ Title: _______________________________

Signature: ___________________________

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Name: Homero Balderas Title: City Manager

Signature: ___________________________

Attested: Approved as to form:

________________________	____________________________
Erika Rodriguez City Secretary	Ana Sophia Garcia City Attorney

MEMORANDUM OF UNDERSTANDING
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NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOROR SUPPLIER COMMITTED BY CONTRACTOR, ITS AGENTS, OR CONTRACTORS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH PROVIDER EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (b) AND PROVIDER WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

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To the City:
City of Eagle Pass
Attention: City Manager
100 S. Monroe Street
Eagle Pass, TX 78852

To the Provider:
Inclusive Minds, PLLC
2677 Fox Cove Drive
Eagle Pass, TX 78852

XIV. SIGNATURES

The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the dates set forth below.

INCLUSIVE MINDS, PLLC

Name: ______________________________ Title: _______________________________

Signature: ___________________________

CITY OF EAGLE PASS, TEXAS

Name: Homero Balderas Title: City Manager

Signature: ___________________________

Attested: Approved as to form:

_______________________ ___________________________

Erika Rodriguez
City Secretary

Ana Sophia Garcia
City Attorney

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS, AMENDING ARTICLE IV, SECTION 23-69, OF THE CODE OF ORDINANCES BY AMENDING LOT SIZE REQUIREMENTS FOR RESIDENTIAL LOTS OUTSIDE CITY LIMITS; ESTABLISHING LOT SIZE REQUIREMENTS AND DEVELOPMENT STANDARDS FOR RESIDENTIAL LOTS THAT PERTAIN TO OUR ZONING ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City seeks to promote orderly growth and development in areas outside its corporate limits;

WHEREAS, establishing consistent lot size requirements ensures compatibility with existing and future land uses;

WHEREAS, the City's zoning ordinance provides standards for various zoning classifications to protect public health, safety, and welfare;

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, Appendix A, Section 9.2, is hereby amended as follows:

Sec. 23-69. Blocks and lots.

(a) *Blocks:*

(1) The lengths, widths, and shapes of blocks shall be determined with due regard to:

a. Provision of adequate building sites suitable to the special needs of the type of use contemplated.

b. Compatibility with adjacent development.

c. Needs for convenient access, circulation, control and safety of street traffic.

d. Limitations and opportunities of topography.

(2) Block lengths shall not exceed one thousand two hundred (1,200) feet or be less than three hundred (300) feet, except as may be required by the commission in the proper projection of existing major thoroughfares, and except on existing platted blocks, and except where proper traffic impact mitigation measures have been incorporated into a site plan and submitted as part of the requirement for plat approval in accordance with adopted standards of the Institute of Transportation Engineers.

a. Block lengths may be waived by the planning and zoning commission for commercial developments.

b. To request a waiver from the one thousand two hundred foot block length requirement traffic impact mitigation measures must be incorporated into a site plan, submitted as part of and subject to approval along with the plat by the planning and zoning commission.

c. No waiver may be granted by the planning and zoning commission unless traffic impact mitigation measures comply with standards (herein adopted as minimum standards) of the Institute of Transportation Engineers. No waiver may be granted which modifies the any of the city's comprehensive plan or thoroughfare plan of the comprehensive plan addressing thoroughfares, highways, arterials, and collectors, or of the proper extension of any street.

d. Where any conflict exists between the Institute of Transportation Engineers Standards and the comprehensive plan, the stricter of the two (2) shall apply.

(b) *Lots:*

(1) The size, width, depth, shape and orientation of lots and the minimum building setback lines shall be appropriate for the location of the subdivision and for the type of development and use contemplated and in compliance with the Zoning Ordinance of the City of Eagle Pass. The subdividing of the land shall be such lot with satisfactory access to an existing public street.

(2) Lot dimensions shall conform to the requirements of the existing zoning ordinances of the city, and in addition thereto:

a. Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated.

b. Residential lots outside the city limits shall conform to the lot size requirements ~~of the first single-family dwelling district~~ ***established by the zoning classifications*** as provided in the zoning ordinance~~, except in areas where the city manager and the planning commissiondetermine that it is sufficient for the lots to meet the lot size requirements of the second one-family dwelling district as provided in the zoning ordinance~~.

c. The depth and width of properties reserved for or laid out for business or industrial purposes shall be adequate to provide for off-street parking and service facilities required by the type of use and development proposed.

(3) The commission shall have authority to set higher minimum standard requirements in the following instances:

a. Where lots conforming to the minimum requirements would disrupt the essential character of the neighborhood.

b. Where lots conforming to the minimum requirements, in relation to existing or planned adjacent properties conforming to a larger spacing, would be so small as to cause substantial injury to such adjacent properties by decreasing the market value thereof or otherwise.

c. Where lots conforming to the minimum requirements would be inconsistent with the master development plan or good neighborhood planning.

d. Where lot widths or area as proposed would have adverse affects on health or welfare due to unusual topographic conditions, or soil conditions relative to proper functioning of any planned septic tank or water system.

If the commission shall determine that any or all of the above conditions exist, it may increase the minimum requirements as to area or width so that, in the judgment of the commission, the adverse conditions will be abated.

(4) Double frontage and reverse frontage lots should be avoided except where essential to provide separation of residential development from traffic arteries, or to overcome specific disadvantages or topography and orientation. A planting screen easement of at least ten (10) feet, and across which there shall be no right of access, shall be provided along the line of lots abutting such traffic artery or other disadvantageous use and dedicated to the city on the plat.

(5) Corner lots for residential use shall have extra width to permit appropriate building setback from, and orientation to, both streets. All other corner lots shall have sufficient width to provide appropriate building setback from and orientation to both streets as regulated by the Zoning Ordinance of the City of Eagle Pass.

(6) Side lot lines shall be substantially at right angles to straight lines and radial to curved street lines.

(7) Minimum setback lines:

a. Minimum front and side building setback lines at streets and crosswalks shall be shown on all plats and conform to the restrictions, if any, imposed on the subdivider, and in no event shall setback lines be less than required by the zoning ordinance of the City Code. For residential subdivisions, the setback lines shall not be less than those required under the Model Subdivision Rules (that is, ten (10) feet from roads and rights-of-way and five (5) feet from adjacent property lines).

b. No structure shall be located nearer than twenty-five (25) feet to a high pressure oil, gas or gasoline line. And further, adjacent to such high pressure lines, a twenty-five-foot building limit line (measured at right angles from the center line of the fuel line) shall be shown on the final plat. In any case in which there is an existing fuel line easement, then the twenty-five-foot building limit line shall be measured at right angles from the center line of said easement.

(8) Lot grading:

a. Lot grading in developments will be such that lots drain toward the street. Accordingly, all lots graded within developments will be sloped such that a minimum grade of one-half of one (0.5) percent exists from the property lines to the rear of the lot. In the event it is not practical to drain lots to the street (rear to front) then an alternate drainage plan may be submitted for approval by the City of Eagle Pass Public Works Department.

b. If drainage from adjacent property crosses such development, drainage from adjacent property will be physically diverted to adequate drainage facilities or handled with the runoff from the development itself.

c. A lot grading plan showing the finish floor elevation of the proposed structure shall be made part of the final plans and shall be considered an improvement for the development. Construction of same shall be a condition precedent to the final acceptance of the development by the city engineer.

(Ord. No. 05-22, § 1, 8-2-2005)

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. The City Secretary of the City of Eagle Pass is hereby directed to publish the proposed Ordinance as required by Section 2-5 of the Charter of the City of Eagle Pass. **[Publication is required if the ordinance imposes a fine, penalty, or forfeiture. City Charter 2-5]**

Section 5. This Ordinance shall become effective immediately upon passage.

READ, PASSED, AND APPROVED ON THIRD AND FINAL READING this 16th Day of September A.D., 2025.

ATTEST:

______________________________	______________________________
Aaron Valdez .	Erika Rodriguez
Mayor	City Secretary

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

APPROVED AS TO FORM AND LEGALITY:

____

Ana Sophia Garcia
City Attorney

RESOLUTION NO. 2026-R

A RESOLUTION APPOINTING MEMBERS TO THE MAIN STREET ADVISORY BOARD OF THE CITY OF EAGLE PASS

WHEREAS, Resolution No. 2010-01R was amended with Resolution No. 2022-43R to reduce the board composition from 7 (seven) members to 5(five) members; and

WHEREAS, the persons named herein fulfill the all qualifications.

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

SECTION 1. The persons herein listed are hereby reaffirmed as appointed Members of the Main Street Advisory Board of the City of Eagle Pass:

1.
2.
3.
4.
5.

SECTION 2. The term of office of the above-mentioned members will expire on the 5th Day of January 2028.

SECTION 3. Mayor Aaron Valdez shall serve as an ex-officio member with no voting rights.

SECTION 4. The Main Street Advisory Board shall adhere to the responsibilities and guidelines of Resolution No. 2010-01R and the Texas Main Street Program.

READ, PASSED, AND APPROVED this 3rd Day of February, A.D., 2026.

ATTEST:

______________________________	______________________________
Aaron Valdez	Erika. Rodriguez
Mayor	City Secretary

RESOLUTION NO. _____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, SUPPORTING AND REQUESTING FOR THE MAVERICK COUNTY COMMISSIONERS COURT TO APPLY FOR THE COUNTYWIDE POLLING PLACE PROGRAM WITH THE INTENT OF UTILIZING MULTIPLE ELECTION DAY VOTING SITES DURING THE 2027 EAGLE PASS CITY ELECTION.

WHEREAS, the City of Eagle Pass, Texas (the "City"), is a home-rule municipality organized and operating under the laws of the State of Texas; and

WHEREAS, the City regularly conducts municipal elections in accordance with the Texas Election Code and currently contracts with Maverick County, Texas (the "County"), for election services and the use of County-owned voting equipment for City elections; and

WHEREAS, the Texas Election Code authorizes the Countywide Polling Place Program, under which participating counties may allow eligible voters to vote at any designated polling location within the county on election day, rather than requiring voters to vote at a single, precinct-specific polling place; and

WHEREAS, the Countywide Polling Place Program has been implemented successfully in numerous Texas counties of varying sizes, with positive voter feedback and demonstrated benefits related to voter convenience, accessibility, and participation; and

WHEREAS, studies and reports issued by the Texas Secretary of State indicate that countywide polling places may improve the overall voting experience by increasing flexibility for voters, reducing confusion regarding polling locations, and allowing election administrators to deploy resources more efficiently; and

WHEREAS, the City Council of the City of Eagle Pass desires to encourage increased voter participation and turnout in municipal elections, in preparation for the 2027 Eagle Pass City Election; and

WHEREAS, allowing multiple election day voting sites within Maverick County through participation in the Countywide Polling Place Program would provide City voters with additional, convenient options to cast their ballots, consistent with the City's goal of promoting civic engagement and access to the electoral process; and

WHEREAS, the City recognizes that participation in the Countywide Polling Place Program requires formal application and approval by the Texas Secretary of State and action by the Maverick County Commissioners Court; and

WHEREAS, the City Council wishes to formally express its support for Maverick County's participation in the Countywide Polling Place Program and respectfully request that the County take the necessary steps to apply for and implement the program for the 2027 City of Eagle Pass Election, to the extent permitted by law and feasible for the County.

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

Section 1. The City Council hereby expresses its support for the Countywide Polling Place Program as authorized under the Texas Election Code and administered by the Texas Secretary of State.

Section 2. The City Council respectfully requests that the Maverick County Commissioners Court consider and, if deemed appropriate, apply for participation in the Countywide Polling Place Program with the intent of utilizing multiple election day polling locations beginning the 2027 Eagle Pass City Election.

Section 3. The City Council further expresses its willingness to continue coordinating and contracting with Maverick County for election services and the use of voting equipment in a manner consistent with applicable law and the implementation requirements of the Countywide Polling Place Program.

Section 4. The City Secretary is authorized to transmit a copy of this Resolution to the Maverick County Judge, the Maverick County Commissioners Court, and the Maverick County Elections Administrator, and to take any other action reasonably necessary to effectuate the intent of this Resolution.

Section 5. This Resolution shall take effect immediately upon its adoption.

READ, PASSED AND ADOPTED by the City Council of the City of Eagle Pass, Texas, on this 3RD day of February, 2026.

______________________________	______________________________
Aaron Valdez	Erika Rodriguez
Mayor	City Secretary

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 DISRICT 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, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the *Act*), authorizes the City to create a public improvement district within the corporate boundaries and/or the extraterritorial jurisdiction of the City; 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 the Act; and

WHEREAS, the City Council and the City staff have been presented the "Eagle Pass Public Improvement District No. 1 Preliminary Service and Assessment Plan" (the *Preliminary SAP*), dated February 3, 2026, 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 Rolls*); and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of the Improvement Area No. 1 Authorized Improvements and the Improvement Area No. 2 Authorized Improvements to be financed by the District at this time and the Proposed Assessment Rolls state the assessments proposed to be levied against each benefitted parcel of land in Improvement Area No. 1 and Improvement Area No. 2, respectively, as determined by the method of assessment chosen by the City and as set forth in the Preliminary SAP; and

WHEREAS, the Act requires that the Proposed Assessment Rolls be filed with the City Secretary of the City (the *City Secretary*) and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the *Improvement Area No. 1 Hearing*) be held to consider proposed assessments against the benefitted property within Improvement Area No. 1 of the District, and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Improvement Area No. 1 Hearing; and

WHEREAS, the Act requires that a public hearing (the *Improvement Area No. 2 Hearing* and together with the Improvement Area No. 1 Hearing, the *Assessment Hearings*) be held to consider proposed assessments against the benefitted property within Improvement Area No. 2 of the District, and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Improvement Area No. 2 Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearings 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 Assessment Hearings; 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 Rolls, in the form attached hereto as Exhibit A.

SECTION 2: The City Council hereby authorizes and directs the filing of the Proposed Assessment Rolls 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 Assessment Hearings at 5:30 p.m. on March 3, 2026 at the City Council's regular meeting place. At the Assessment Hearings, the City Council shall, among other actions, hear and pass on any objections to the proposed assessments. Upon the adjournment of the Assessment Hearings, 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 Assessment Hearings (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 Assessment Hearings. 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 Assessment Hearings to owners of property liable for the assessments.

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 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 9: This Resolution 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 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 City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 11: 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 12: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

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PASSED AND APPROVED on the 3rd day of February, 2026.

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

FEBRUARY 3, 2026

P3 WORKS

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

TABLE OF CONTENTS

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 March 3, 2026, 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 March 3, 2026, 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.**

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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 #1 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 2026 (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 2026 (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 and Apportioned 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 the ordinance 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 March 3, 2026.

"TIRZ No. 1 Reimbursement Agreement" means that certain reimbursement agreement entered into by the City and the Developer on February 3, 2026.

"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 Developer and in compliance with Texas Department of Transportation ("TDXOT") via an agreement between the Developer and TXDOT, to provide appropriate access to State Highway 480.

"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.A** 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*

  Appropriate connection to State Highway 480, including deceleration and acceleration lanes, which include concrete pavement, earthwork, appropriate drainage, traffic control, street signage, and pavement striping as required by TXDOT. The TXDOT improvements will provide benefit to each Lot within Zone A.

- *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*

  Appropriate connection to State Highway 480, including deceleration and acceleration lanes, which include concrete pavement, earthwork, appropriate drainage, traffic control, street signage, and pavement striping as required by TXDOT. The TXDOT improvements will provide benefit to each Lot within Improvement Area #2.

- *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 Improvement Area #1 Assessment Roll by legal description is identified as **Exhibit F-2**. 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 $11,295,000 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 $11,295,000 as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F-1**;
    - The special benefit (≥ $11,295,000) 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 ($11,295,000) 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 \$3,723,712 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 \$2,575,000, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit G-1**;
  - The special benefit (≥ \$3,723,712) 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 (\$2,575,000) 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 2026 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 2027), 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 2026 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 2027), 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 ($1.805385 per $100 of assessed value) taking into consideration the Tax Year 2026 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 ($1.805385 per $100 of assessed value) taking into consideration the Tax Year 2026 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 x (C ÷ 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 x (C ÷ 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 and Improvement Area #2 Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2027.

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.

[remainder of page intentionally left blank.]

EXHIBITS

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

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

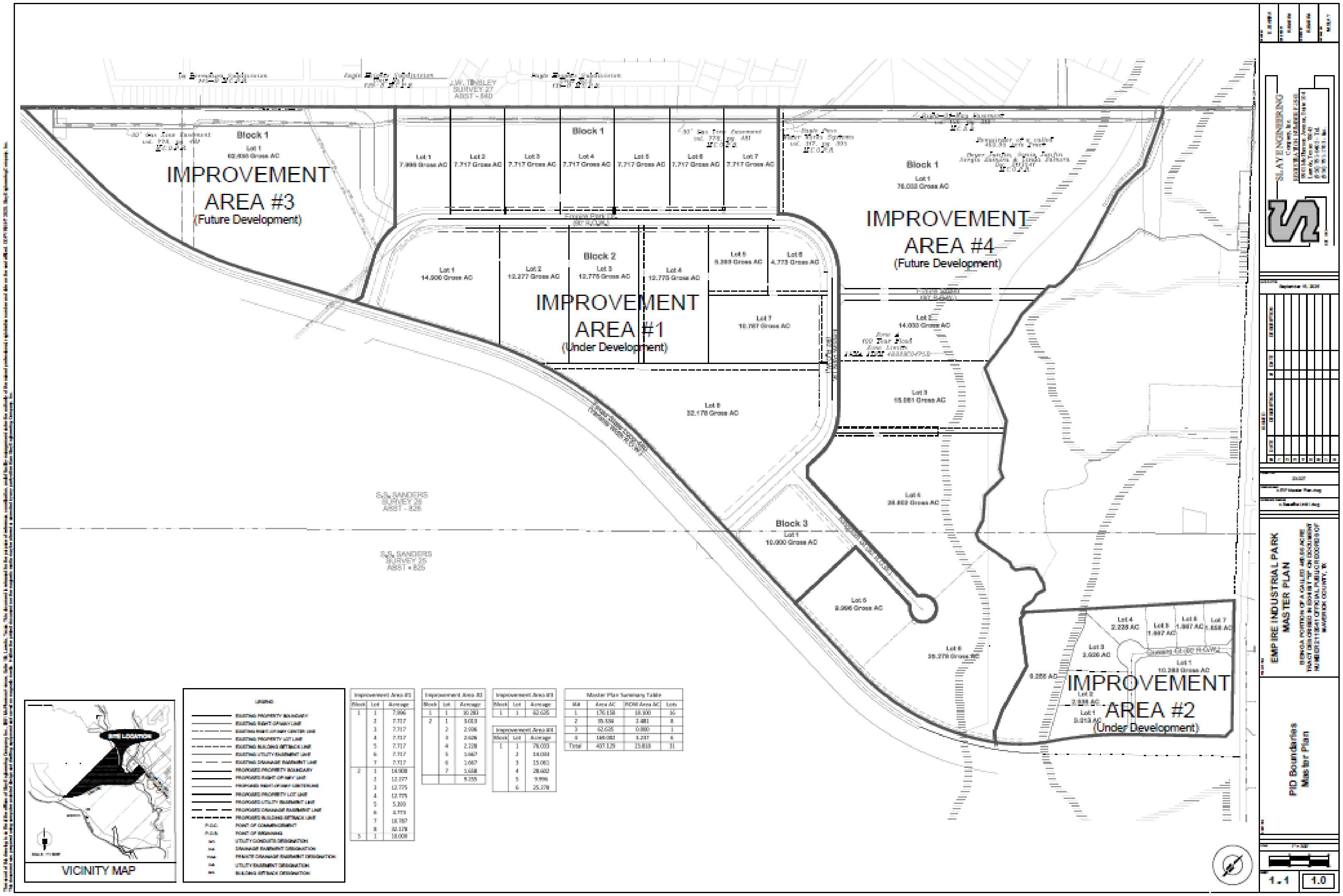


EXHIBIT A-2 – MAP OF IMPROVEMENT AREA #1

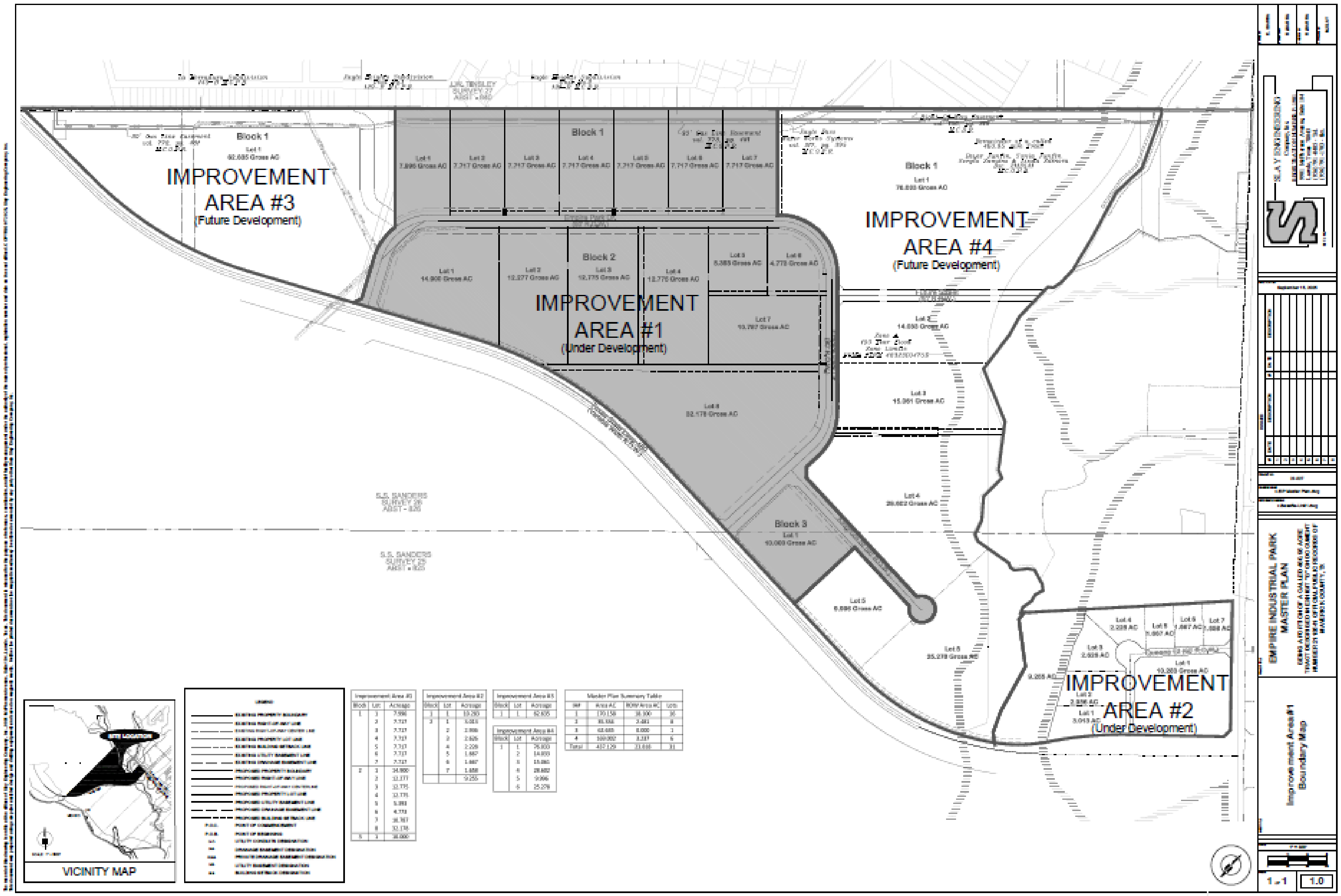


EXHIBIT A-3 – MAP OF IMPROVEMENT AREA #2

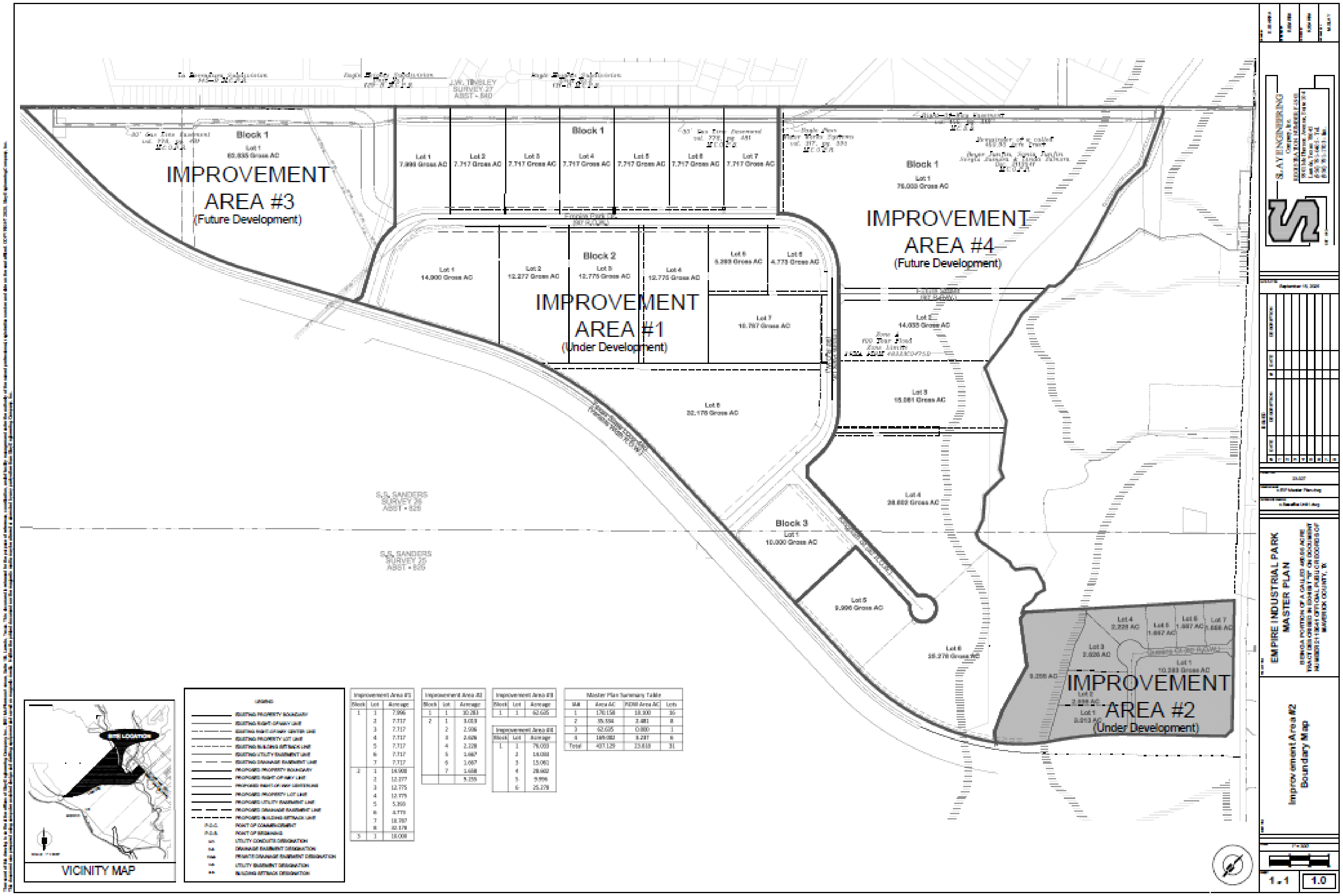
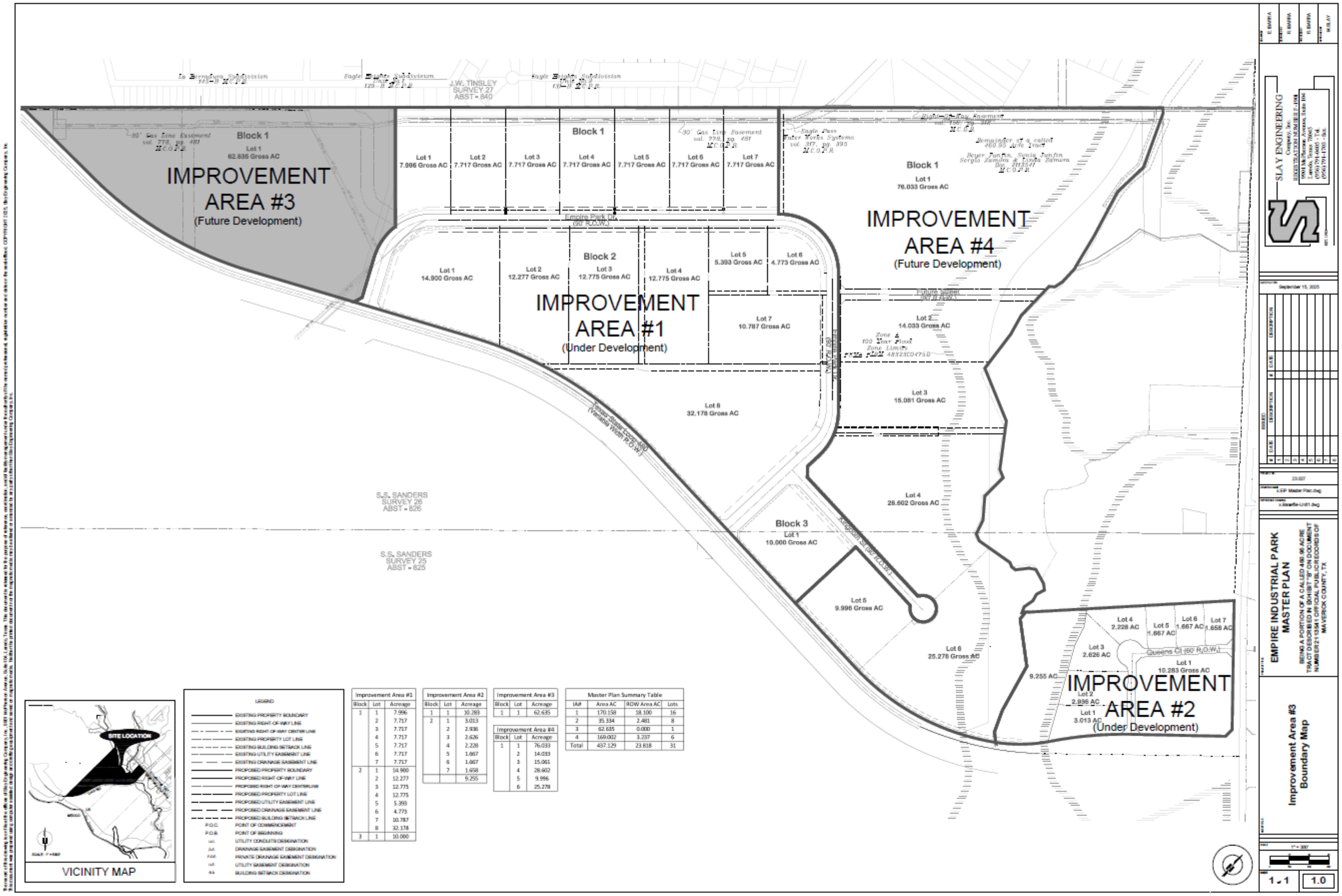


EXHIBIT A-4 – MAP OF IMPROVEMENT AREA #3



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	1	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

EXHIBIT A-5 – MAP OF IMPROVEMENT AREA #4

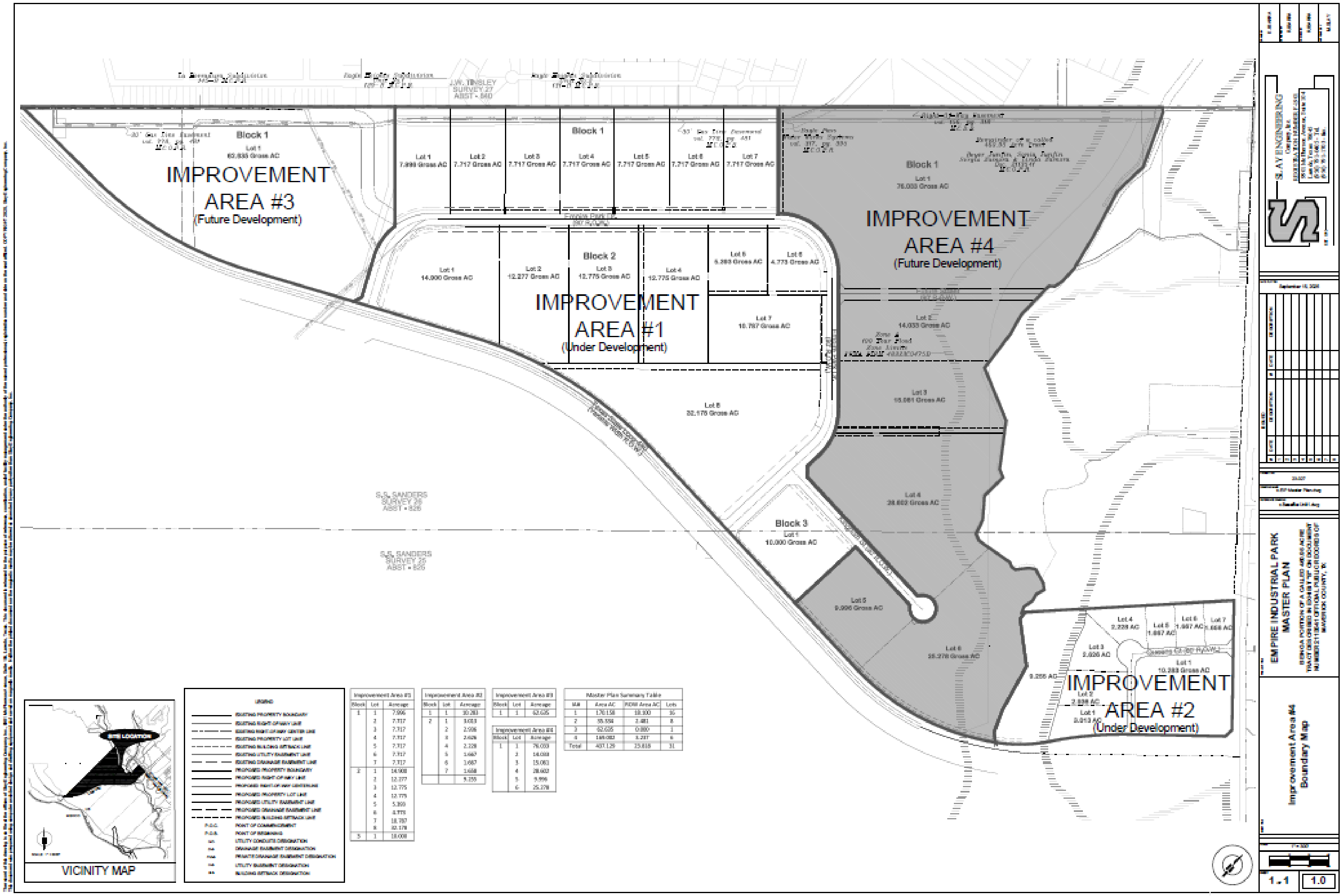


EXHIBIT A-6 – MAP OF ZONE A

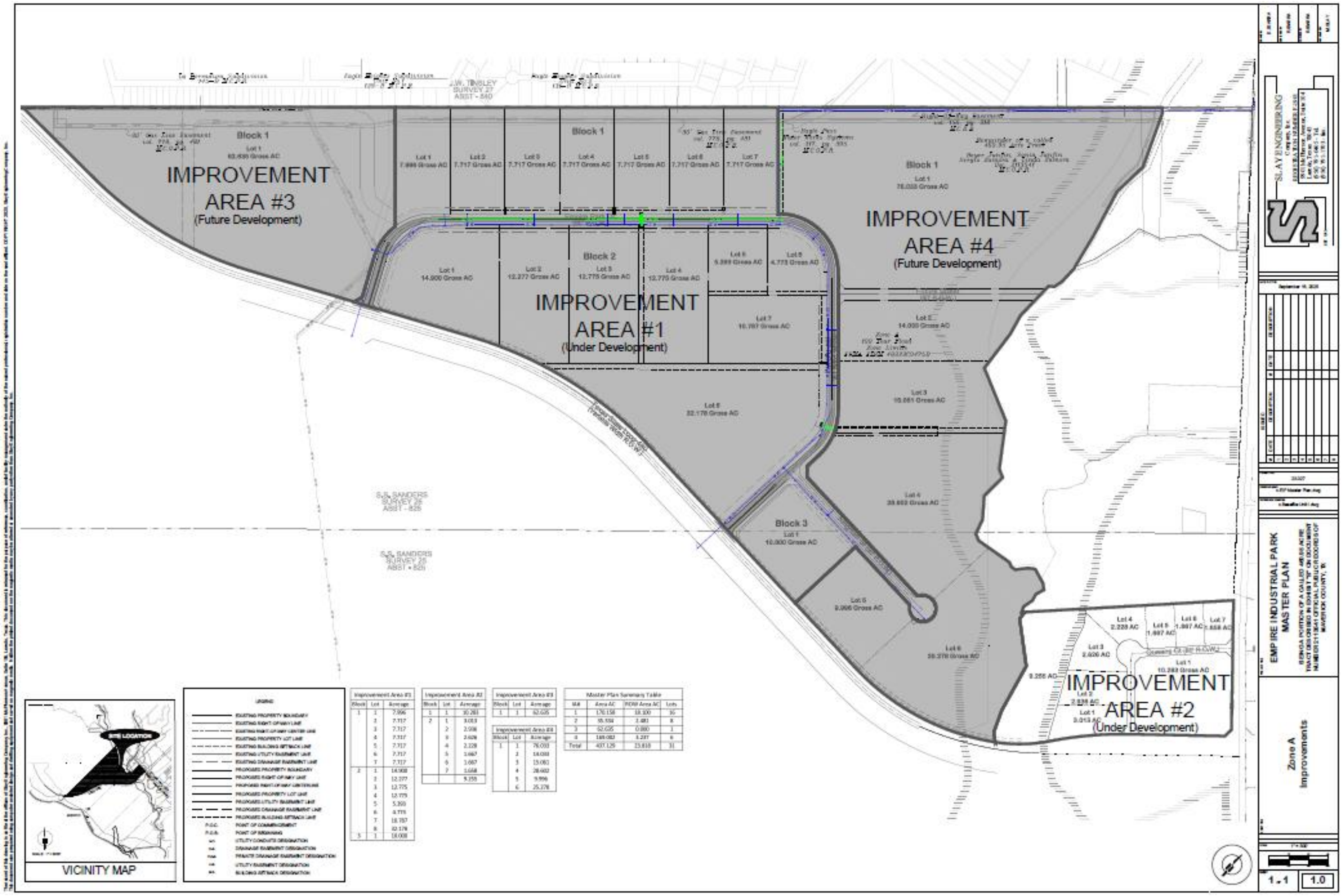


EXHIBIT A-7 – IMPROVEMENT AREA #1 LOT TYPE CLASSIFICATION MAP

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

EXHIBIT B-1 – PROJECT COSTS

				Zone A							
	Total Costs[a]	Private Improvements[b]	District Eligible Costs	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	$ 1,062,963	$ -	$ 1,062,963		$ 860,300		$ -		$ -		$ 202,663
Capitalized Interest	376,595	-	376,595		306,534		-		-		70,061
Underwriter Discount[j]	443,840	-	443,840		361,440		-		-		82,400
Cost of Issuance	698,001	-	698,001		549,529		-		-		148,472
	$ 2,581,398	$ -	$ 2,581,398		$ 2,077,803		$ -		$ -		$ 503,595
Other Costs [i]											
Deposit to Administrative Fund	$ 80,000	$ -	$ 80,000		$ 40,000		$ -		$ -		$ 40,000
	$ 80,000	$ -	$ 80,000		$ 40,000		$ -		$ -		$ 40,000
Total	**$ 21,485,063**	**$ 95,415**	**$ 21,389,648**		**$ 11,295,000**		**$ 1,434,949**		**$ 4,935,987**		**$ 3,723,712**

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 Developer and Texas Department of Transportation in compliance with the anticipated future Interlocal Agreement between the Developer, 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] Bond Issuance Costs and other costs are preliminary estimates only and subject to change at pricing.
[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	188.26	44.49%	$ 4,102,540	$ 200,000	
Improvement Area #3	62.64	14.80%	$ 1,364,949	$ 70,000	$ 1,434,949
Improvement Area #4	172.24	40.71%	$ 3,753,452	$ 200,000	$ 3,953,452
Improvement Area #2				$ 30,000	
Total	**423.13**		**$ 9,220,941**	**$ 500,000**	

Improvement Area	Acres	Shared Improvements[d]		Total Apportionment of Costs[c]
		%	Costs	
Improvement Area #1	188.26	52.22%	$ 1,073,915	
Improvement Area #4	172.24	47.78%	$ 982,535	$ 982,535
Total	**360.50**		**$ 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			**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal			$ -	$ 105,000.00	$ 110,000.00	$ 115,000.00	$ 125,000.00
Interest			306,533.87	740,618.76	734,975.00	729,062.50	722,881.26
TIRZ No. 1 Annual Credit Amount[a]			-	-	-	-	-
Capitalized Interest			(306,533.87)	-	-	-	-
	(1)		$ -	$ 845,618.76	$ 844,975.00	$ 844,062.50	$ 847,881.26
Additional Interest	(2)		$ 23,374.38	$ 56,475.00	$ 55,950.00	$ 55,400.00	$ 54,825.00
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)**		**$ 63,374.38**	**$ 942,893.76**	**$ 942,541.00**	**$ 941,910.82**	**$ 946,003.55**

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 Improvment Area #1 Maximum Annual Credit Amount. The TIRZ No. 1 Improvment 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			**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal			$ -	$ 30,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00
Interest			70,061.04	169,275.00	167,662.50	165,781.26	163,900.00
TIRZ No. 1 Annual Credit Amount[a]			-	-	-	-	-
Capitalized Interest			(70,061.04)	-	-	-	-
	(1)		$ -	$ 199,275.00	$ 202,662.50	$ 200,781.26	$ 198,900.00
Additional Interest	(2)		$ 5,328.82	$ 12,875.00	$ 12,725.00	$ 12,550.00	$ 12,375.00
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)**		**$ 45,328.82**	**$ 252,950.00**	**$ 257,003.50**	**$ 255,779.58**	**$ 254,572.29**

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 Improvment Area #2 Maximum Annual Credit Amount. The TIRZ No. 1 Improvment 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

		Zone A				
	Privately Funded[b]	Improvement Area #1	Improvement Area #3	Improvement Area #4	Improvement Area #2	Total
Sources of Funds						
Improvement Area #1 Bonds	$ -	$ 11,295,000	$ -	$ -	$ -	$ 11,295,000
Improvement Area #2 Bonds	-	-	-	-	2,575,000	2,575,000
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]	-	-	-	-	-	-
Developer Contribution - Improvement Area #2[b]	-	-	-	-	1,148,712	1,148,712
Developer Contribution - Private Improvements[b]	95,415	-	-	-	-	95,415
Total Sources of Funds	**$ 95,415**	**$ 11,295,000**	**$ 1,434,949**	**$ 4,935,987**	**$ 3,723,712**	**$ 21,485,064**
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	$ -	$ 860,300	$ -	$ -	$ 202,663	$ 1,062,963
Capitalized Interest		306,534	-	-	70,061	376,595
Underwriter Discount[f]	-	361,440	-	-	82,400	443,840
Cost of Issuance	-	549,529	-	-	148,472	698,001
	$ -	$ 2,077,803	$ -	$ -	$ 503,595	$ 2,581,398
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**	**$ 11,295,000**	**$ 1,434,949**	**$ 4,935,987**	**$ 3,723,712**	**$ 21,485,063**

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 September 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 September 2025.
[e] Bond Issuance Costs and other costs are preliminary estimates only and subject to change at pricing.
[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	$ 59,997.45	$ 11,295,000	$ 5,014.65	$ 944,048	$ 0.375
IA#1 Subtotal	**188.258**		**$ 39,830,000**		**$ 251,755,834**		**$ 11,295,000**		**$ 944,048**	**$ 0.375**
Improvement Area #2 (Commercial) [d]										
Lot Type Commercial Block 1 - Lot 1	23,762	$ 129	$ 3,070,000	$ 337	$ 8,000,000	$ 21.63	$ 514,024	$ 2.14	$ 50,897	$ 0.636
Lot Type Commercial Block 2 - Lot 1	43,705	26	1,150,000	140	6,118,700	9.00	393,145	0.89	38,928	$ 0.636
Lot Type Commercial Block 2 - Lot 2	42,588	24	1,020,000	140	5,962,320	9.00	383,097	0.89	37,933	$ 0.636
Lot Type Commercial Block 2 - Lot 3	38,091	24	915,000	140	5,332,740	9.00	342,644	0.89	33,928	$ 0.636
Lot Type Commercial Block 2 - Lot 4	32,318	24	780,000	140	4,524,520	9.00	290,714	0.89	28,786	$ 0.636
Lot Type Commercial Block 2 - Lot 5	24,181	26	624,000	140	3,385,340	9.00	217,518	0.89	21,538	$ 0.636
Lot Type Commercial Block 2 - Lot 6	24,181	26	625,000	140	3,385,340	9.00	217,518	0.89	21,538	$ 0.636
Lot Type Commercial Block 2 - Lot 7	24,050	29	690,000	140	3,367,000	9.00	216,340	0.89	21,421	$ 0.636
IA#2 Subtotal	**252,876**		**$ 8,874,000**		**$ 40,075,960**		**$ 2,575,000**		**$ 254,969**	**$ 0.636**
Total			**$ 48,704,000**		**$ 291,831,794**		**$ 13,870,000**		**$ 1,199,017**	

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 final Appraisal dated October 21, 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 1/31/2027[b]
3908	Improvement Area #1 Initial Parcel	$ 9,757,183.10	$ 814,518.55
9061052	Improvement Area #1 Initial Parcel	1,537,816.90	128,375.21
Total		**$ 11,295,000.00**	**$ 942,893.76**

Footnotes:

[a] The Assessment and Annual Installment have initially been allocated between all Property IDs within Improvement Area #1 pro rata based on acreage as reported by Maverick County Appraisal District. Future allocation of the Assessment will be done in accordance with **Section VI** of this Service and Assessment Plan. Property IDs preliminary and subject to change prior to billing.

[b] Includes 6 months of capitalized interest.

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

Property ID[a]	Legal Description[c] Block	Lot	Lot Type	Outstanding Assessment	Annual Installment due 1/31/2027[d]
TBD	1	1	Lot Type Industrial	$ 530,776.58	$ 2,978.10
TBD	1	2	Lot Type Industrial	$ 512,256.49	$ 2,874.19
TBD	1	3	Lot Type Industrial	$ 512,256.49	$ 2,874.19
TBD	1	4	Lot Type Industrial	$ 512,256.49	$ 2,874.19
TBD	1	5	Lot Type Industrial	$ 512,256.49	$ 2,874.19
TBD	1	6	Lot Type Industrial	$ 512,256.49	$ 2,874.19
TBD	1	7	Lot Type Industrial	$ 512,256.49	$ 2,874.19
TBD	2	1	Lot Type Industrial	$ 989,065.92	$ 5,549.49
TBD	2	2	Lot Type Industrial	$ 814,950.49	$ 4,572.55
TBD	2	3	Lot Type Industrial	$ 848,007.86	$ 4,758.03
TBD	2	4	Lot Type Industrial	$ 848,007.86	$ 4,758.03
TBD	2	5	Lot Type Industrial	$ 357,988.76	$ 2,008.62
TBD	2	6	Lot Type Industrial	$ 316,832.99	$ 1,777.70
TBD	2	7	Lot Type Industrial	$ 716,043.90	$ 4,017.60
TBD	2	8	Lot Type Industrial	$ 2,135,984.10	$ 11,984.65
TBD	3	1	Lot Type Industrial	$ 663,802.63	$ 3,724.49
Total[b]				**$ 11,295,000.03**	**$ 63,374.40**

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]
2027	$ -	$ 306,533.87	$ (306,533.87)	$ -	$ 23,374.38	$ 40,000.00	$ 63,374.38
2028	$ 105,000.00	$ 740,618.76	$ -	$ -	$ 56,475.00	$ 40,800.00	$ 942,893.76
2029	$ 110,000.00	$ 734,975.00	$ -	$ -	$ 55,950.00	$ 41,616.00	$ 942,541.00
2030	$ 115,000.00	$ 729,062.50	$ -	$ -	$ 55,400.00	$ 42,448.32	$ 941,910.82
2031	$ 125,000.00	$ 722,881.26	$ -	$ -	$ 54,825.00	$ 43,297.29	$ 946,003.55
2032	$ 130,000.00	$ 716,162.50	$ -	$ -	$ 54,200.00	$ 44,163.23	$ 944,525.73
2033	$ 135,000.00	$ 709,175.00	$ -	$ -	$ 53,550.00	$ 45,046.50	$ 942,771.50
2034	$ 145,000.00	$ 701,918.76	$ -	$ -	$ 52,875.00	$ 45,947.43	$ 945,741.19
2035	$ 150,000.00	$ 694,125.00	$ -	$ -	$ 52,150.00	$ 46,866.38	$ 943,141.38
2036	$ 160,000.00	$ 686,062.50	$ -	$ -	$ 51,400.00	$ 47,803.70	$ 945,266.20
2037	$ 165,000.00	$ 677,462.50	$ -	$ -	$ 50,600.00	$ 48,759.78	$ 941,822.28
2038	$ 180,000.00	$ 666,737.50	$ -	$ -	$ 49,775.00	$ 49,734.97	$ 946,247.47
2039	$ 190,000.00	$ 655,037.50	$ -	$ -	$ 48,875.00	$ 50,729.67	$ 944,642.17
2040	$ 200,000.00	$ 642,687.50	$ -	$ -	$ 47,925.00	$ 51,744.27	$ 942,356.77
2041	$ 215,000.00	$ 629,687.50	$ -	$ -	$ 46,925.00	$ 52,779.15	$ 944,391.65
2042	$ 230,000.00	$ 615,712.50	$ -	$ -	$ 45,850.00	$ 53,834.73	$ 945,397.23
2043	$ 245,000.00	$ 600,762.50	$ -	$ -	$ 44,700.00	$ 54,911.43	$ 945,373.93
2044	$ 260,000.00	$ 584,837.50	$ -	$ -	$ 43,475.00	$ 56,009.66	$ 944,322.16
2045	$ 275,000.00	$ 567,937.50	$ -	$ -	$ 42,175.00	$ 57,129.85	$ 942,242.35
2046	$ 295,000.00	$ 550,062.50	$ -	$ -	$ 40,800.00	$ 58,272.45	$ 944,134.95
2047	$ 315,000.00	$ 530,887.50	$ -	$ -	$ 39,325.00	$ 59,437.90	$ 944,650.40
2048	$ 335,000.00	$ 509,625.00	$ -	$ -	$ 37,750.00	$ 60,626.65	$ 943,001.65
2049	$ 360,000.00	$ 487,012.50	$ -	$ -	$ 36,075.00	$ 61,839.19	$ 944,926.69
2050	$ 385,000.00	$ 462,712.50	$ -	$ -	$ 34,275.00	$ 63,075.97	$ 945,063.47
2051	$ 410,000.00	$ 436,725.00	$ -	$ -	$ 32,350.00	$ 64,337.49	$ 943,412.49
2052	$ 440,000.00	$ 409,050.00	$ -	$ -	$ 30,300.00	$ 65,624.24	$ 944,974.24
2053	$ 470,000.00	$ 379,350.00	$ -	$ -	$ 28,100.00	$ 66,936.72	$ 944,386.72
2054	$ 500,000.00	$ 347,625.00	$ -	$ -	$ 25,750.00	$ 68,275.46	$ 941,650.46
2055	$ 535,000.00	$ 313,875.00	$ -	$ -	$ 23,250.00	$ 69,640.97	$ 941,765.97
2056	$ 575,000.00	$ 277,762.50	$ -	$ -	$ 20,575.00	$ 71,033.79	$ 944,371.29
2057	$ 615,000.00	$ 238,950.00	$ -	$ -	$ 17,700.00	$ 72,454.46	$ 944,104.46
2058	$ 660,000.00	$ 197,437.50	$ -	$ -	$ 14,625.00	$ 73,903.55	$ 945,966.05
2059	$ 705,000.00	$ 152,887.50	$ -	$ -	$ 11,325.00	$ 75,381.62	$ 944,594.12
2060	$ 755,000.00	$ 105,300.00	$ -	$ -	$ 7,800.00	$ 76,889.26	$ 944,989.26
2061	$ 805,000.00	$ 54,337.50	$ -	$ (860,300.00)	$ 4,025.00	$ 78,427.04	$ 81,489.54
Total	**$ 11,295,000.00**	**$ 17,835,977.65**	**$ (306,533.87)**	**$ (860,300.00)**	**$ 1,334,524.38**	**$ 1,999,779.11**	**$ 31,298,447.27**

Footnotes:

[a] Interest on the Improvement Area #1 Bonds is calculated at a 5.375%, 6.500%, and 6.750% rate for term bonds maturing 2035, 2045, 2060, respectively, and is subject to change at final pricing.

[b] Assumes 6 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

	Legal Description[c]				
Property ID[a]	Block	Lot	Lot Type	Outstanding Assessment	Annual Installment due 1/31/2027[d]
9061044	1	1	Lot Type Commercial Block 1 - Lot 1	$ 514,023.87	$ 9,048.58
9061045	2	1	Lot Type Commercial Block 2 - Lot 1	$ 393,144.73	$ 6,920.69
9061046	2	2	Lot Type Commercial Block 2 - Lot 2	$ 383,096.85	$ 6,743.82
9061047	2	3	Lot Type Commercial Block 2 - Lot 3	$ 342,644.46	$ 6,031.72
9061048	2	4	Lot Type Commercial Block 2 - Lot 4	$ 290,713.91	$ 5,117.56
9061049	2	5	Lot Type Commercial Block 2 - Lot 5	$ 217,518.20	$ 3,829.07
9061050	2	6	Lot Type Commercial Block 2 - Lot 6	$ 217,518.20	$ 3,829.07
9061051	2	7	Lot Type Commercial Block 2 - Lot 7	$ 216,339.80	$ 3,808.32
Total[b]				**$ 2,575,000.02**	**$ 45,328.83**

Footnotes:

[a] Property IDs as provided by the Appraisal District and are preliminary and subject to change based on the final certified rolls provided by the County prior to billing.

[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]
2027	$ -	$ 70,061.04	$ (70,061.04)	$ -	$ 5,328.82	$ 40,000.00	$ 45,328.82
2028	$ 30,000.00	$ 169,275.00	$ -	$ -	$ 12,875.00	$ 40,800.00	$ 252,950.00
2029	$ 35,000.00	$ 167,662.50	$ -	$ -	$ 12,725.00	$ 41,616.00	$ 257,003.50
2030	$ 35,000.00	$ 165,781.26	$ -	$ -	$ 12,550.00	$ 42,448.32	$ 255,779.58
2031	$ 35,000.00	$ 163,900.00	$ -	$ -	$ 12,375.00	$ 43,297.29	$ 254,572.29
2032	$ 35,000.00	$ 162,018.76	$ -	$ -	$ 12,200.00	$ 44,163.23	$ 253,381.99
2033	$ 40,000.00	$ 160,137.50	$ -	$ -	$ 12,025.00	$ 45,046.50	$ 257,209.00
2034	$ 40,000.00	$ 157,987.50	$ -	$ -	$ 11,825.00	$ 45,947.43	$ 255,759.93
2035	$ 40,000.00	$ 155,837.50	$ -	$ -	$ 11,625.00	$ 46,866.38	$ 254,328.88
2036	$ 40,000.00	$ 153,687.50	$ -	$ -	$ 11,425.00	$ 47,803.70	$ 252,916.20
2037	$ 45,000.00	$ 151,537.50	$ -	$ -	$ 11,225.00	$ 48,759.78	$ 256,522.28
2038	$ 45,000.00	$ 148,500.00	$ -	$ -	$ 11,000.00	$ 49,734.97	$ 254,234.97
2039	$ 50,000.00	$ 145,462.50	$ -	$ -	$ 10,775.00	$ 50,729.67	$ 256,967.17
2040	$ 50,000.00	$ 142,087.50	$ -	$ -	$ 10,525.00	$ 51,744.27	$ 254,356.77
2041	$ 55,000.00	$ 138,712.50	$ -	$ -	$ 10,275.00	$ 52,779.15	$ 256,766.65
2042	$ 55,000.00	$ 135,000.00	$ -	$ -	$ 10,000.00	$ 53,834.73	$ 253,834.73
2043	$ 60,000.00	$ 131,287.50	$ -	$ -	$ 9,725.00	$ 54,911.43	$ 255,923.93
2044	$ 65,000.00	$ 127,237.50	$ -	$ -	$ 9,425.00	$ 56,009.66	$ 257,672.16
2045	$ 65,000.00	$ 122,850.00	$ -	$ -	$ 9,100.00	$ 57,129.85	$ 254,079.85
2046	$ 70,000.00	$ 118,462.50	$ -	$ -	$ 8,775.00	$ 58,272.45	$ 255,509.95
2047	$ 75,000.00	$ 113,737.50	$ -	$ -	$ 8,425.00	$ 59,437.90	$ 256,600.40
2048	$ 80,000.00	$ 108,675.00	$ -	$ -	$ 8,050.00	$ 60,626.65	$ 257,351.65
2049	$ 80,000.00	$ 103,275.00	$ -	$ -	$ 7,650.00	$ 61,839.19	$ 252,764.19
2050	$ 85,000.00	$ 97,875.00	$ -	$ -	$ 7,250.00	$ 63,075.97	$ 253,200.97
2051	$ 90,000.00	$ 92,137.50	$ -	$ -	$ 6,825.00	$ 64,337.49	$ 253,299.99
2052	$ 95,000.00	$ 86,062.50	$ -	$ -	$ 6,375.00	$ 65,624.24	$ 253,061.74
2053	$ 105,000.00	$ 79,650.00	$ -	$ -	$ 5,900.00	$ 66,936.72	$ 257,486.72
2054	$ 110,000.00	$ 72,562.50	$ -	$ -	$ 5,375.00	$ 68,275.46	$ 256,212.96
2055	$ 115,000.00	$ 65,137.50	$ -	$ -	$ 4,825.00	$ 69,640.97	$ 254,603.47
2056	$ 120,000.00	$ 57,375.00	$ -	$ -	$ 4,250.00	$ 71,033.79	$ 252,658.79
2057	$ 130,000.00	$ 49,275.00	$ -	$ -	$ 3,650.00	$ 72,454.46	$ 255,379.46
2058	$ 135,000.00	$ 40,500.00	$ -	$ -	$ 3,000.00	$ 73,903.55	$ 252,403.55
2059	$ 145,000.00	$ 31,387.50	$ -	$ -	$ 2,325.00	$ 75,381.62	$ 254,094.12
2060	$ 155,000.00	$ 21,600.00	$ -	$ -	$ 1,600.00	$ 76,889.26	$ 255,089.26
2061	$ 165,000.00	$ 11,137.50	$ -	$ (202,662.50)	$ 825.00	$ 78,427.04	$ 52,727.04
Total	**$ 2,575,000.00**	**$ 3,917,873.56**	**$ (70,061.04)**	**$ (202,662.50)**	**$ 292,103.82**	**$ 1,999,779.11**	**$ 8,512,032.95**

Footnotes:

[a] Interest on the Improvement Area #2 Bonds is calculated at a 5.375% and 6.750% rate for term bonds maturing 2035 and 2060, respectively, and is subject to change at final pricing.

[b] Assumes 6 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

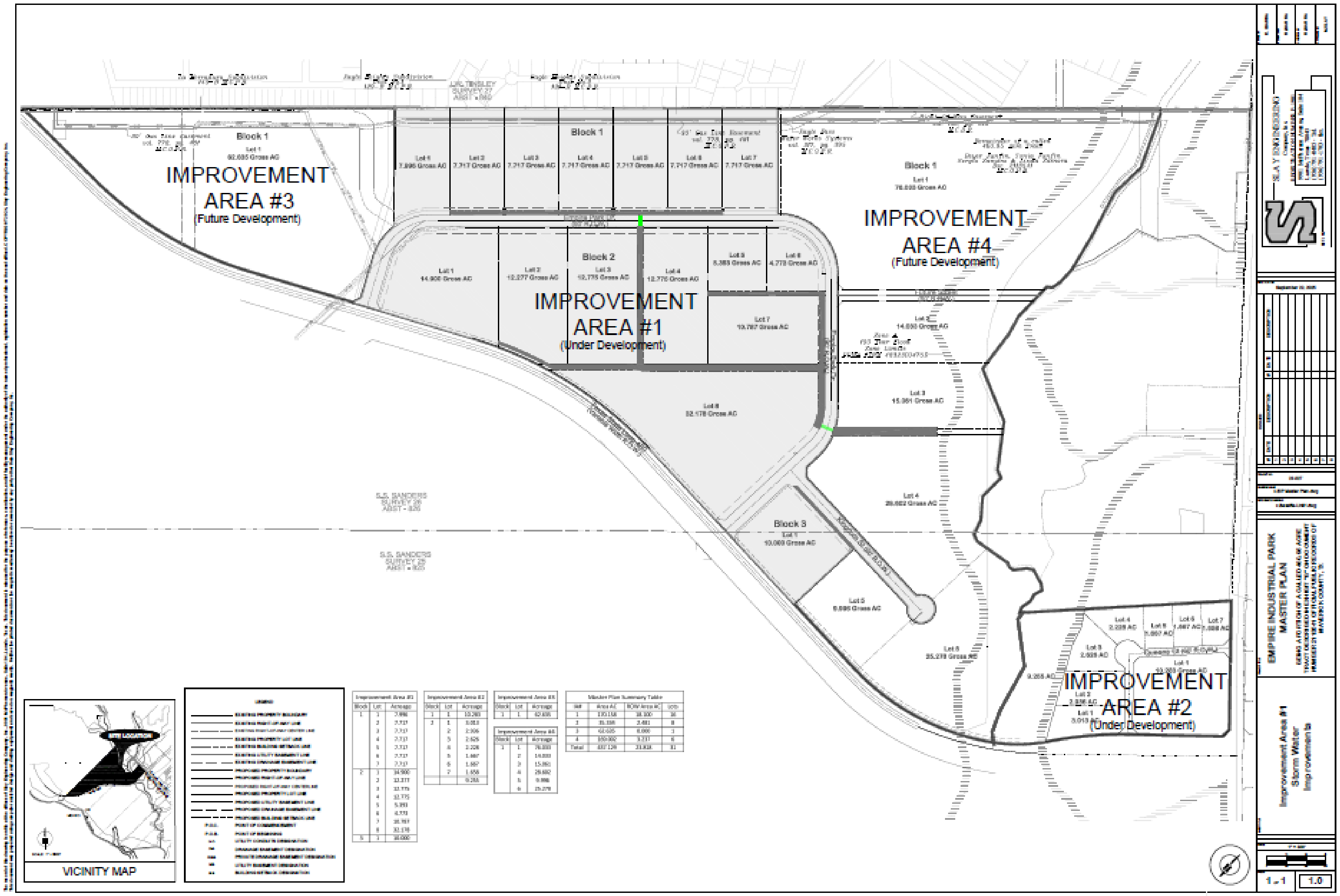
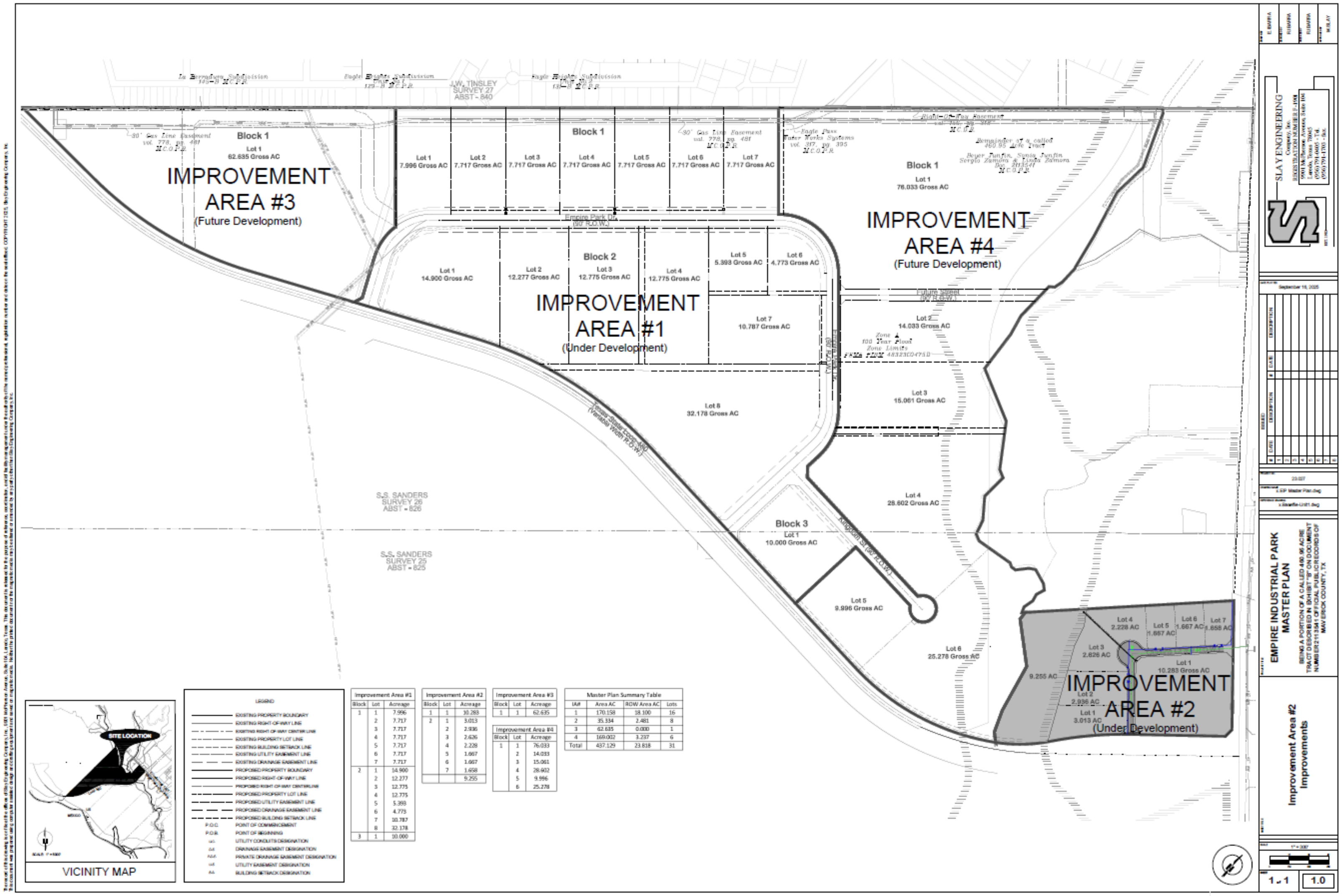


EXHIBIT H-2 – MAPS OF IMPROVEMENT AREA #2 IMPROVEMENTS



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	1	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

EXHIBIT H-3 – MAPS OF ZONE A IMPROVEMENTS

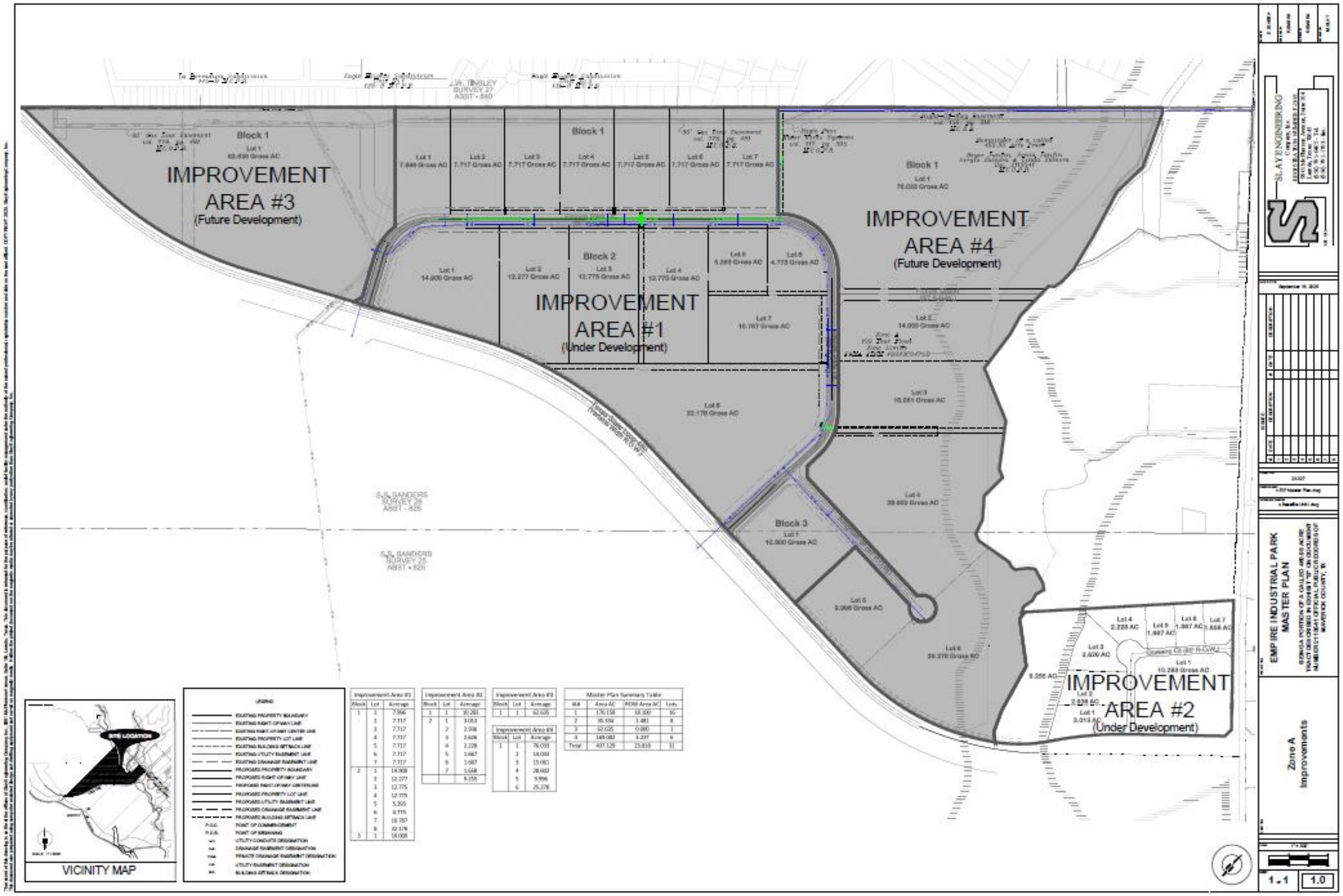


EXHIBIT H-4 – MAPS OF SHARED IMPROVEMENTS

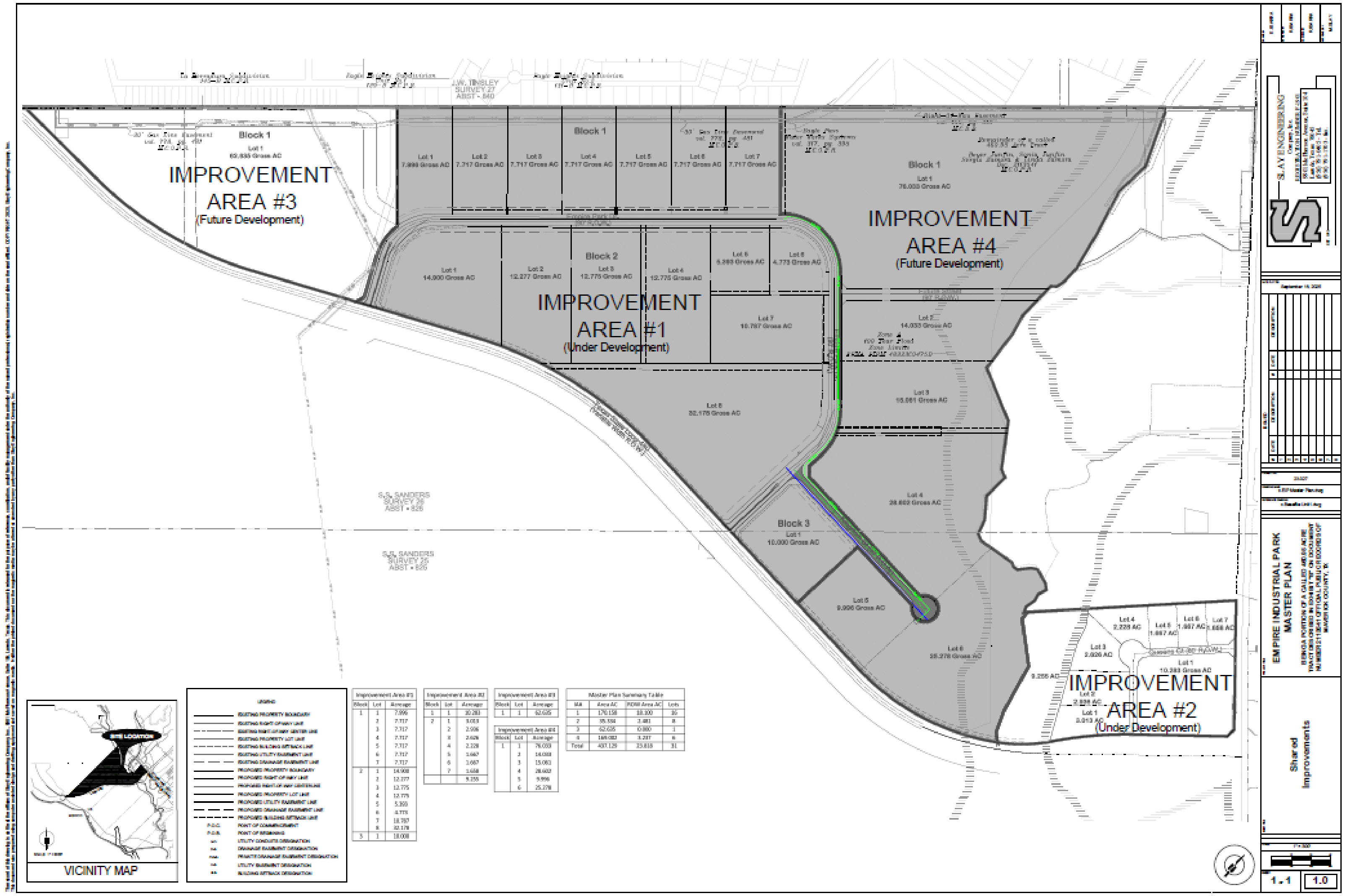


EXHIBIT I – TIRZ NO. 1 ANNUAL CREDIT AMOUNT BY LOT TYPE

Lot Type	Acreage /SqFt[a]	Average Annual Installment Total	City Annual TIRZ Credit Amount[b],[c]	County Annual TIRZ Credit Amount[b],[c]	Total Maximum TIRZ Credit[d]	Net Annual Installment
Improvement Area #1						
Lot Type Industrial	188.26	$ 944,047.98	$ (527,971.34)	$ (416,076.64)	$ (944,047.98)	$ -
Improvement Area #1	**188.26**	**$ 944,047.98**				
Improvement Area #2						
Lot Type Commercial Block 1 - Lot 1	23,762	$ 50,897.15	$ (28,464.90)	$ (22,432.24)	$ (50,897.15)	$ -
Lot Type Commercial Block 2 - Lot 1	43,705	$ 38,928.05	$ (21,771.03)	$ (17,157.02)	$ (38,928.05)	$ -
Lot Type Commercial Block 2 - Lot 2	42,588	$ 37,933.13	$ (21,214.61)	$ (16,718.53)	$ (37,933.13)	$ -
Lot Type Commercial Block 2 - Lot 3	38,091	$ 33,927.66	$ (18,974.49)	$ (14,953.16)	$ (33,927.66)	$ -
Lot Type Commercial Block 2 - Lot 4	32,318	$ 28,785.64	$ (16,098.75)	$ (12,686.89)	$ (28,785.64)	$ -
Lot Type Commercial Block 2 - Lot 5	24,181	$ 21,538.02	$ (12,045.42)	$ (9,492.60)	$ (21,538.02)	$ -
Lot Type Commercial Block 2 - Lot 6	24,181	$ 21,538.02	$ (12,045.42)	$ (9,492.60)	$ (21,538.02)	$ -
Lot Type Commercial Block 2 - Lot 7	24,050	$ 21,421.34	$ (11,980.17)	$ (9,441.17)	$ (21,421.34)	$ -
Improvement Area #2	**252,876**	**$ 254,969.00**				

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] As 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]
500 Quarry St. #5, Eagle Pass, TX 78852

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

AFTER RECORDING RETURN TO:

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

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:

[legal description], an addition to the City of [City], [County], Texas, according to the map or plat thereof recorded as Instrument No. ________ in the Map Records of Maverick County, Texas (the "Property"); and

WHEREAS, the Lien Amount has been paid in full.

RELEASE

NOW THEREFORE, for and in consideration of the full payment of the Lien Amount, the City hereby releases and discharges, and by these presents does hereby release and discharge, the Lien to the extent that is affects and encumbers the Property.

EXECUTED to be **EFFECTIVE** this the _____ day of _________, 20__.

CITY OF EAGLE PASS, TEXAS,
A Texas home rule municipality,

By: _______________________________
[Manager Name], City Manager

ATTEST:

____
[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF MAVERICK §

This instrument was acknowledged before me on the ____ day of ________, 20__, by the City Manager for the City of Eagle Pass, Texas, a Texas home rule municipality, on behalf of said municipality.

____
Notary Public, State of Texas

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 247-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 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 begging 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°0027" 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 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 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 62° 24' 44" W** A DISTANCE OF **3,418.15 FEET** TO A SET IRON ROD WITH ORANGE CAP, (N: 13428569.9026', 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 460.95 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-LINE OF LOOP 480, AND THE EASTERN BOUNDARY LINE OF SAID 460.95 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 460.95 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-LINE OF LOOP 480, AND THE EASTERN BOUNDARY LINE OF SAID 460.95 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 460.95 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 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° 14' 02" E** A DISTANCE OF **2,909.56 FEET** ALONG THE NORTHWESTERN BOUNDARY LINE OF SAID 460.95 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 460.95 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

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. 6673

SHEET: 1 OF 1

EXHIBIT L-4 – IMPROVEMENT AREA #3 LEGAL DESCRIPTION

LEGAL DESCRIPTION OF

A 62.63 ACRE TRACT
BEYER JUNFIN LLC
EAGLE PASS, TEXAS
MAVERICK COUNTY

BEING A 62.63 ACRE TRACT OF LAND, MORE OR LESS, BEING ALL 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 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 71° 42' 22" W** A DISTANCE OF **7,394.21 FEET** TO A SET IRON ROD WITH PINK CAP, (N: 13427831.9046', E: 1495098.2651') 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, BEING THE **POINT OF BEGINNING** AND THE NORTHEAST CORNER HEREOF;

THENCE **S 61° 49' 00" W** A DISTANCE OF **831.37 FEET** ALONG THE NORTHERN RIGHT-OF-LINE OF LOOP 480, AND THE EASTERN BOUNDARY LINE OF SAID 460.95 ACRE TRACT TO A FOUND IRON ROD BEING A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF **2,799.79 FEET**, A LONG CHORD WITH DISTANCE OF **1,363.35 FEET** WITH A BEARING OF **S 75° 54' 30" 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 **1,377.19 FEET**, TO A POINT OF DEFLECTION HEREOF;

THENCE **WEST** A DISTANCE OF **775.66 FEET** ALONG THE NORTHERN RIGHT-OF-LINE OF LOOP 480, AND THE EASTERN BOUNDARY LINE OF SAID 460.95 ACRE TRACT TO FOUND IRON ROD, BEING THE SOUTHWEST CORNER OF SAID 460.95 ACRE TRACT, AND BEING THE SOUTHWEST CORNER HEREOF;

THENCE **N 45° 14' 02" E** A DISTANCE OF **2,834.31 FEET** ALONG THE WESTERN BOUNDARY LINE OF SAID 460.95 ACRE TRACT, TO A SET IRON ROD WITH PINK CAP, BEING THE NORTHWEST CORNER HEREOF;

THENCE **S 44° 45' 58" E** A DISTANCE OF **905.15 FEET,** OVER AND ACROSS SAID 460.95 ACRE TRACT, 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 **283.52 FEET** WITH A BEARING OF **S 10° 14' 03" E**;

THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF **288.21 FEET**, TO A SET IRON ROD WITH PINK CAP, BEING A POINT OF DEFLECTION HEREOF;

THENCE **S 28° 11' 00" E** A DISTANCE OF **319.97 FEET** TO A SET IRON ROD WITH PINK CAP, BEING A POINT OF DEFLECTION HEREOF;

THENCE **S 16° 49' 00" W** A DISTANCE OF **319.97 FEET** TO THE POINT OF BEGINNING OF THIS 62.63 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: 1 OF 1

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 26, 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° 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° 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° 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° 41' 31" W** A DISTANCE OF **677.77 FEET** ALONG THE NORTHERN RIGHT-OF-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° 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° 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° 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° 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° 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° 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° 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° 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° 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° 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° 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° 14' 02" W** A DISTANCE OF **9.80 FEET** TO A SET IRON ROD WITH PINK CAP;

THENCE **N 44° 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° 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

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' 39" 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 **323,49 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 **69,17 FEET**
S 00° 26' 17" W A DISTANCE OF **196,22 FEET**
S 40° 19' 18" E A DISTANCE OF **195.32 FEET**
S 19° 59' 45" E A DISTANCE OF **114,46 FEET**
S 66° 49' 04" E A DISTANCE OF **56,96 FEET**
N 80° 30' 08" E A DISTANCE OF **286,76 FEET**
S 66° 05' 03" E A DISTANCE OF **35,59 FEET**
N 82° 23' 36" E A DISTANCE OF **36,08 FEET**
N 39° 22' 05" E A DISTANCE OF **104,01 FEET**
N 55° 48' 11" E A DISTANCE OF **52.05 FEET**
S 73° 28' 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 **24.79 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 **63.90 FEET**
S 52° 43' 17" E A DISTANCE OF **363,43 FEET**
S 15° 47' 31" E A DISTANCE OF **392,38 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. 5573 DATE

SHEET: 2 OF 2

APPENDIX A – ENGINEER'S REPORT

[Remainder of page left intentionally blank.]

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

Eagle Pass, Texas

September 2025

Prepared by:

SLAY ENGINEERING COMPANY, INC.

EST. 1982

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

STATE OF TEXAS
RAMIRO IBARRA
109982
LICENSED
PROFESSIONAL ENGINEER

9/23/25

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

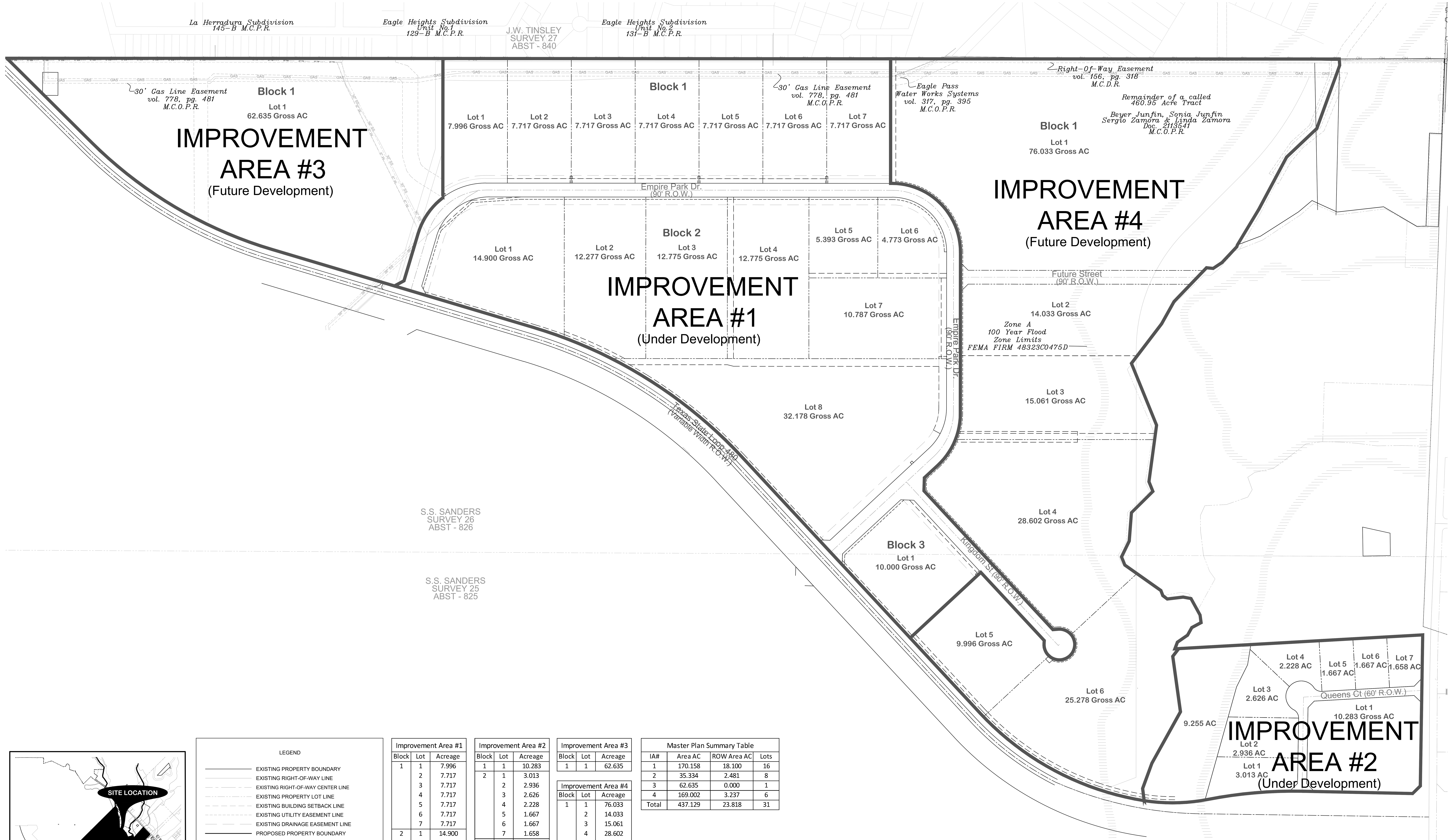
   Improvement Area #2 - Storm Water Improvements

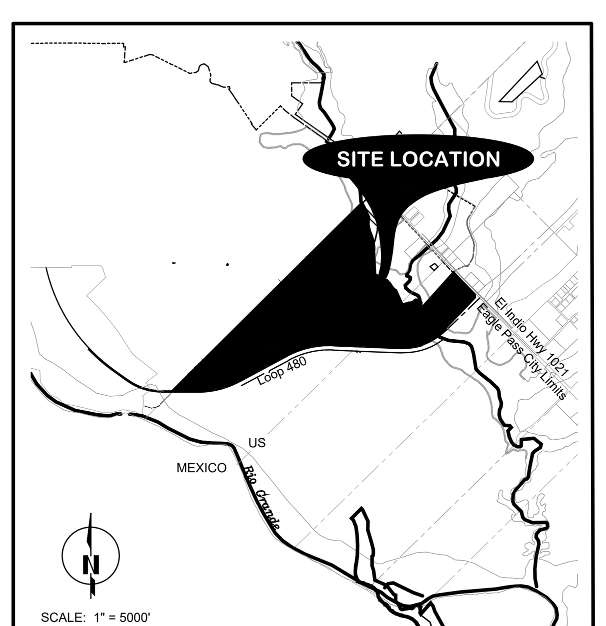
7. Shared Improvements

8. Development Costs for Improvement Area #1, Improvement Area #2, Zone Improvements and Shared Improvements

Appendix 1

PID Boundaries





VICINITY MAP

LEGEND

EXISTING PROPERTY BOUNDARY
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EXISTING RIGHT-OF-WAY CENTER LINE
EXISTING PROPERTY LOT LINE
EXISTING BUILDING SETBACK LINE
EXISTING UTILITY EASEMENT LINE
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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	1	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

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

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DATE PLOTTED September 15, 2025

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PROJECT NO. 23.027
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REFERENCE DRAWING x.Basefile-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 2113641 OFFICIAL PUBLIC RECORDS OF MAVERICK COUNTY, TX

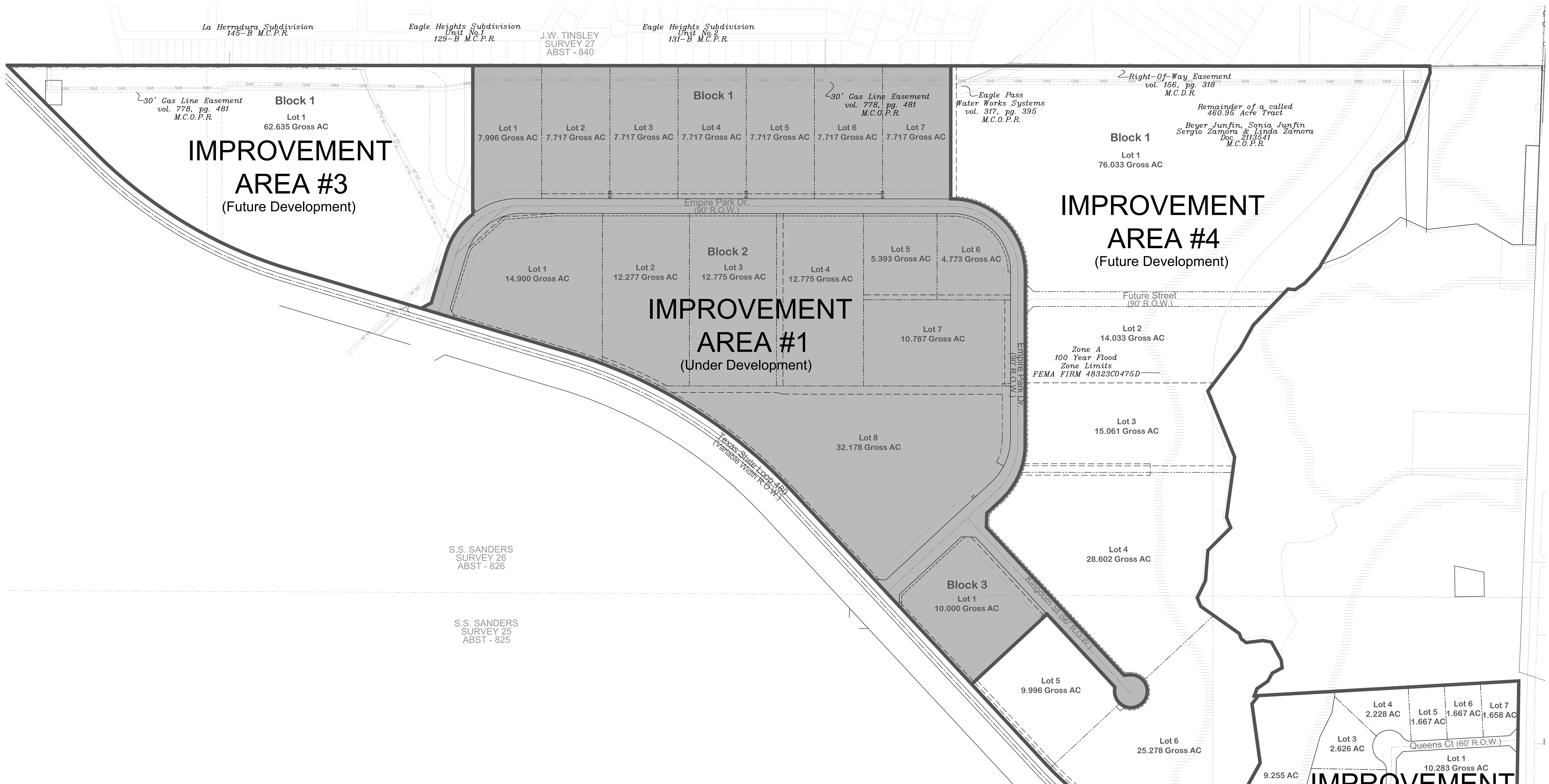
SHEET TITLE
PID Boundaries Master Plan

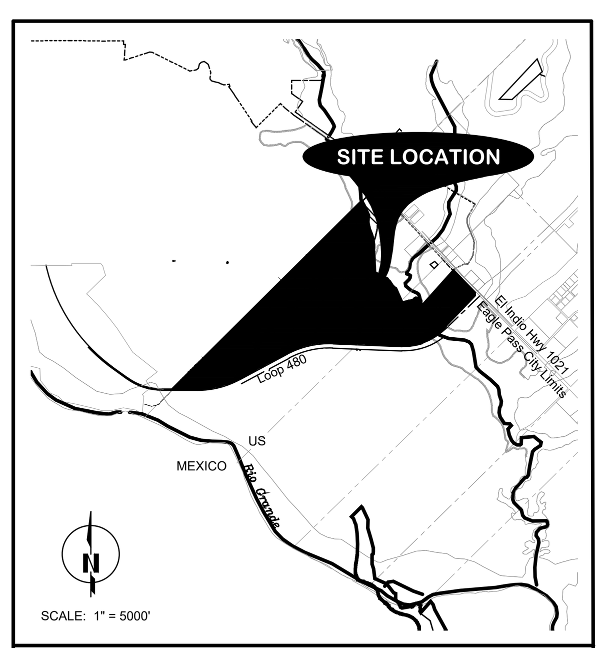
SCALE 1" = 300'

SHEET 1 of 1 1.0

Appendix 2

Boundary Maps





VICINITY MAP

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Block	Lot	Acreage
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PROJECT TITLE

EMPIRE INDUSTRIAL PARK MASTER PLAN

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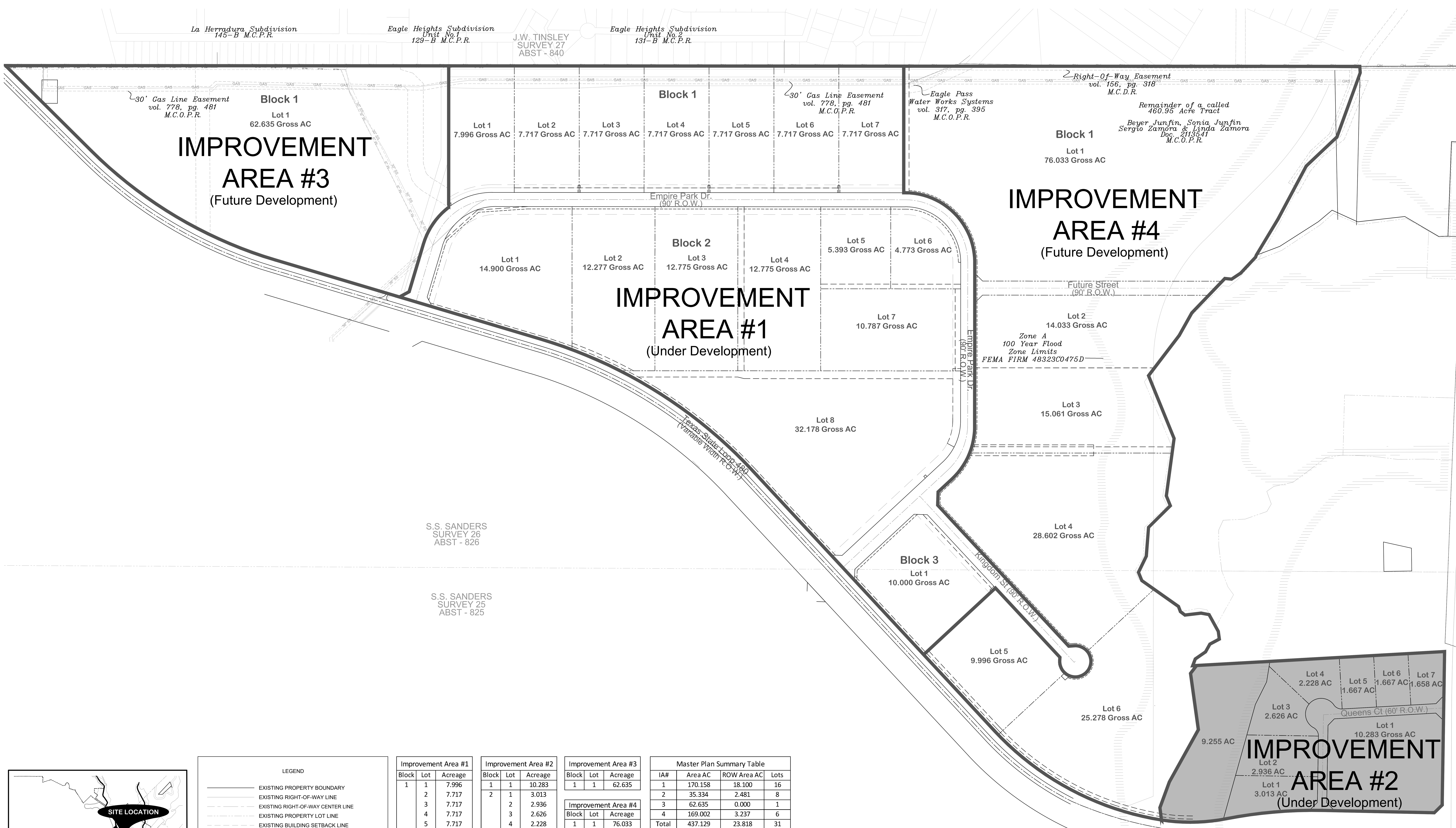
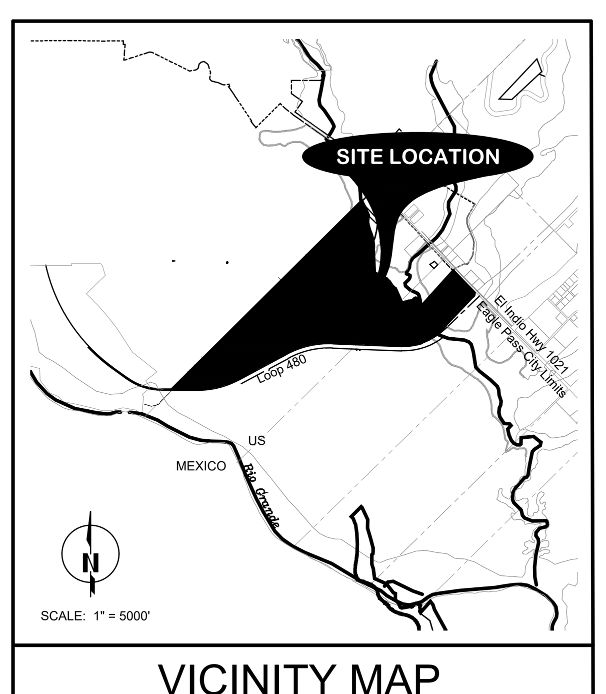
SHEET TITLE

Improvement Area #1 Boundary Map

SCALE: 1" = 300'

SHEET: 1 of 1 | 1.0





VICINITY MAP

LEGEND

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	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	1	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
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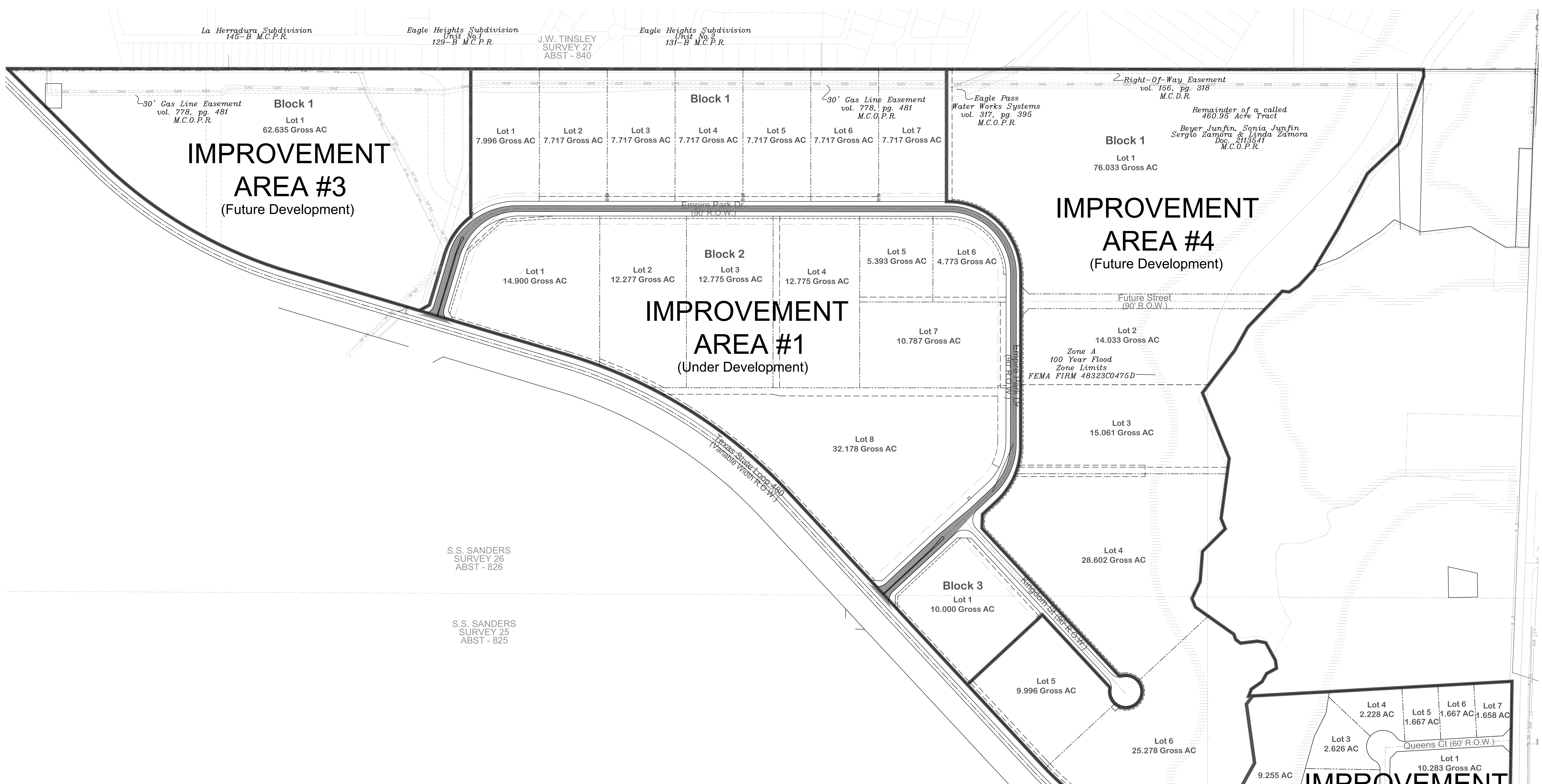
SHEET TITLE
Improvement Area #2 Boundary Map

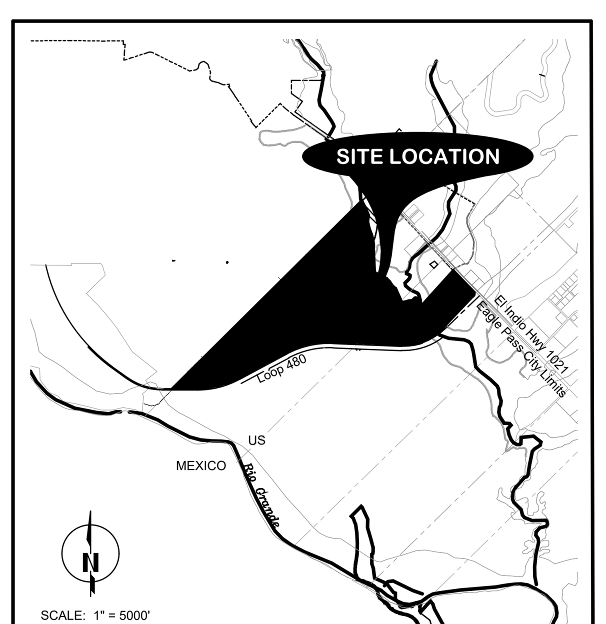
SCALE 1" = 300'

SHEET 1 of 1 | 1.0

Appendix 3

Road Paving Improvements





VICINITY MAP

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	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	1	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
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EST. 1982

DATE PLOTTED: September 22, 2025

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ISSUED

PROJECT NO.: 23.027
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REFERENCE DRAWING: x.Basefile-Unit1.dwg

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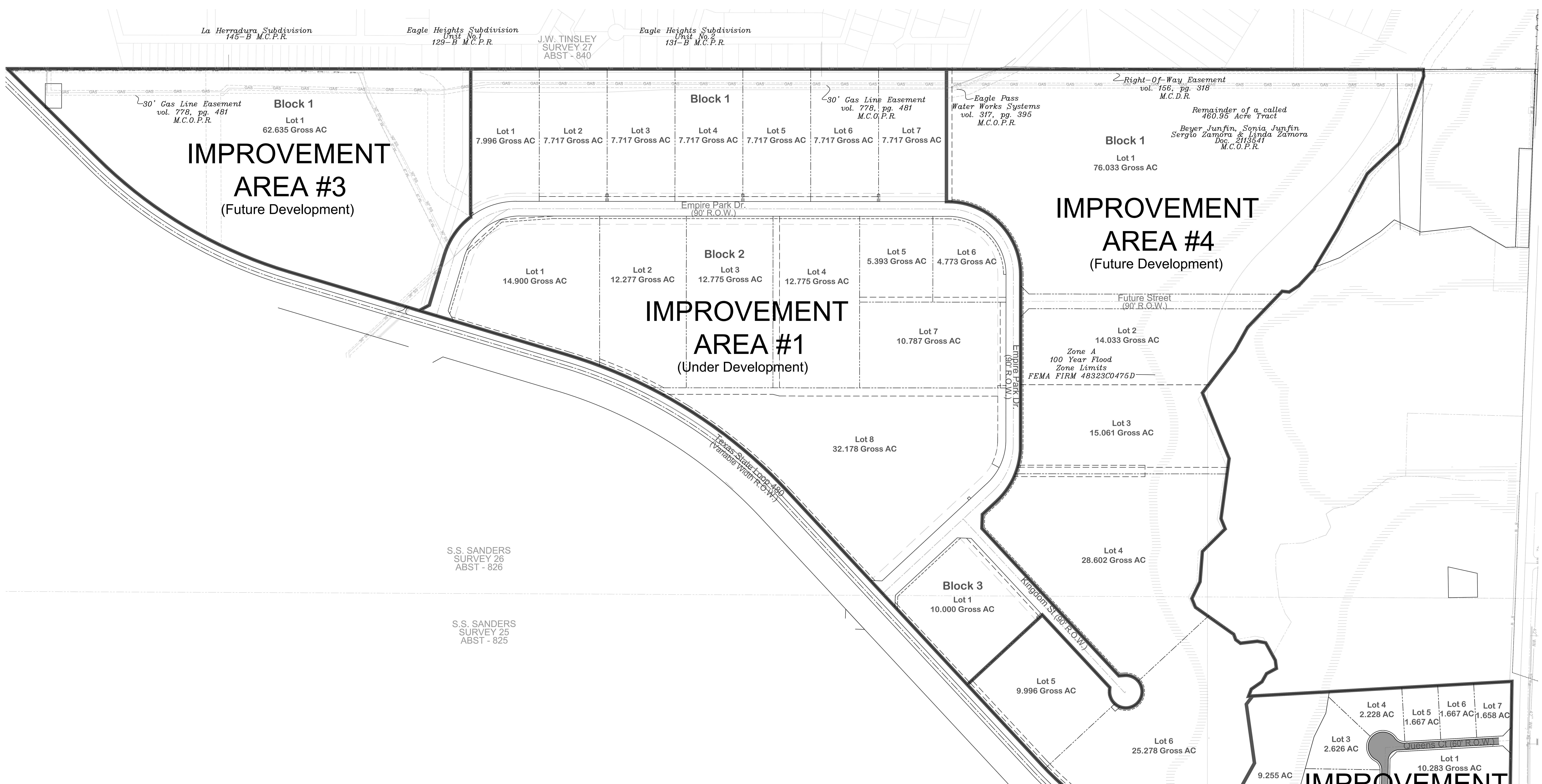
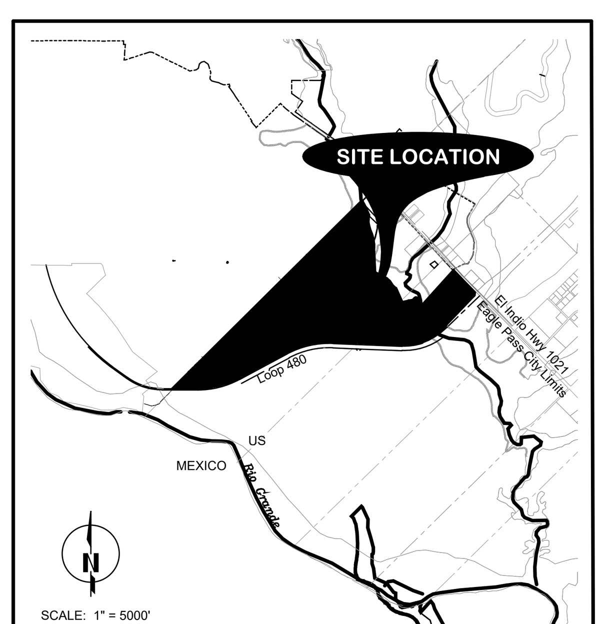
SHEET TITLE

Zone Improvements Road Paving Improvements

SCALE: 1" = 300'

SHEET 1 of 1 | 1.0





VICINITY MAP

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	5	5.393
	6	4.773
	7	10.787
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3	1	10.000

Improvement Area #2

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

Improvement Area #3

Block	Lot	Acreage
1	1	62.635

Improvement Area #4

Block	Lot	Acreage
1	1	76.033
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SHEET TITLE

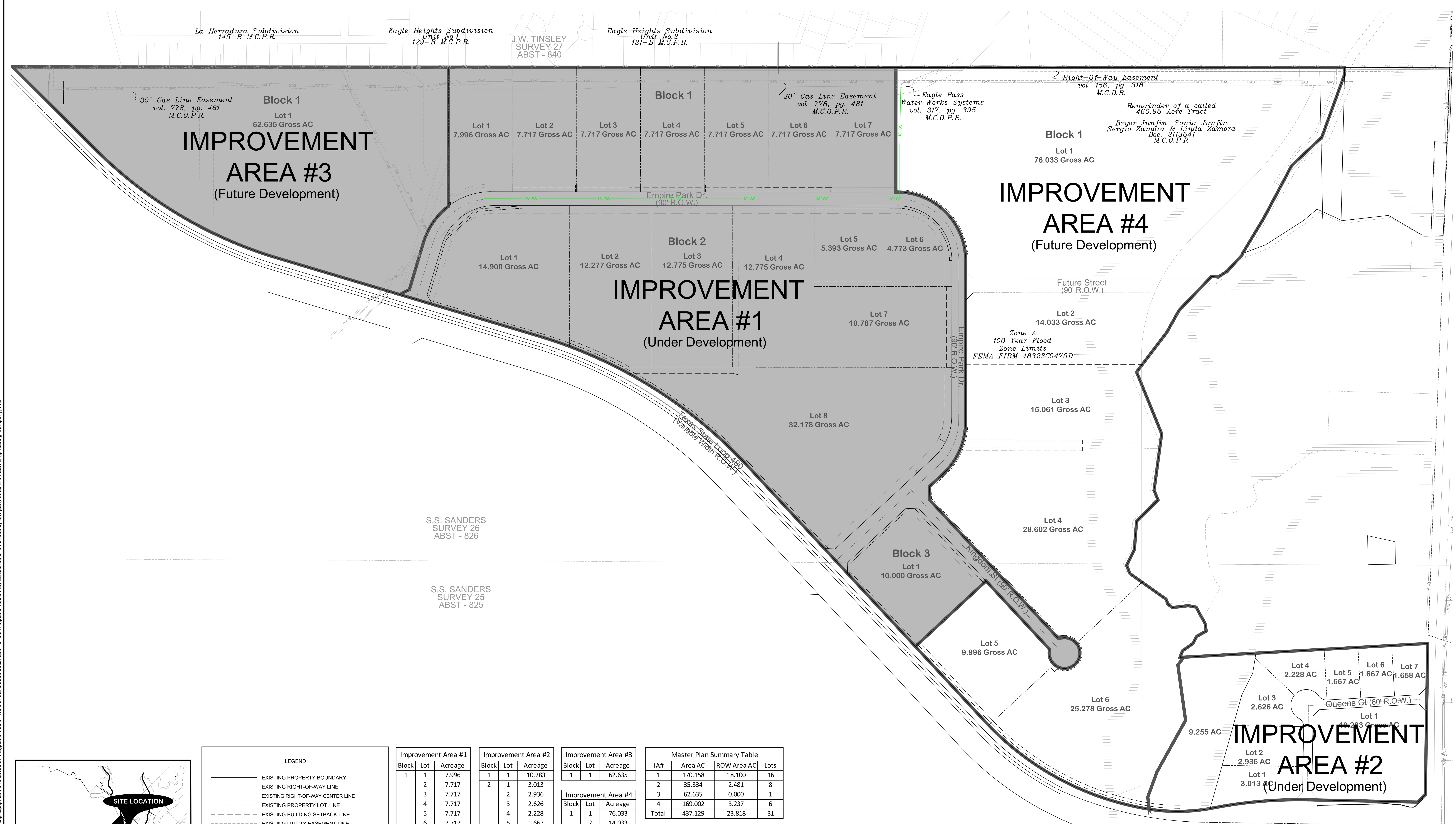
Improvement Area #2 Road Paving Improvements

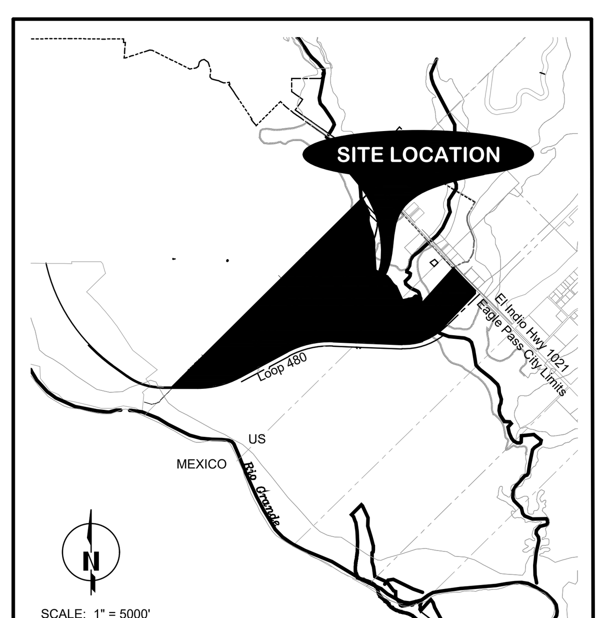
SCALE 1" = 300'

SHEET 1 of 1 | 1.0

Appendix 4

Wastewater Improvements





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	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

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) 791-0405 - Tel.
(956) 791-1703 - fax.

DATE PLOTTED September 22, 2025

#	DATE	DESCRIPTION
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PROJECT NO. 23.027
DRAWING NAME x.EIP Master Plan.dwg
REFERENCE DRAWING x.Basefile-Unit1.dwg

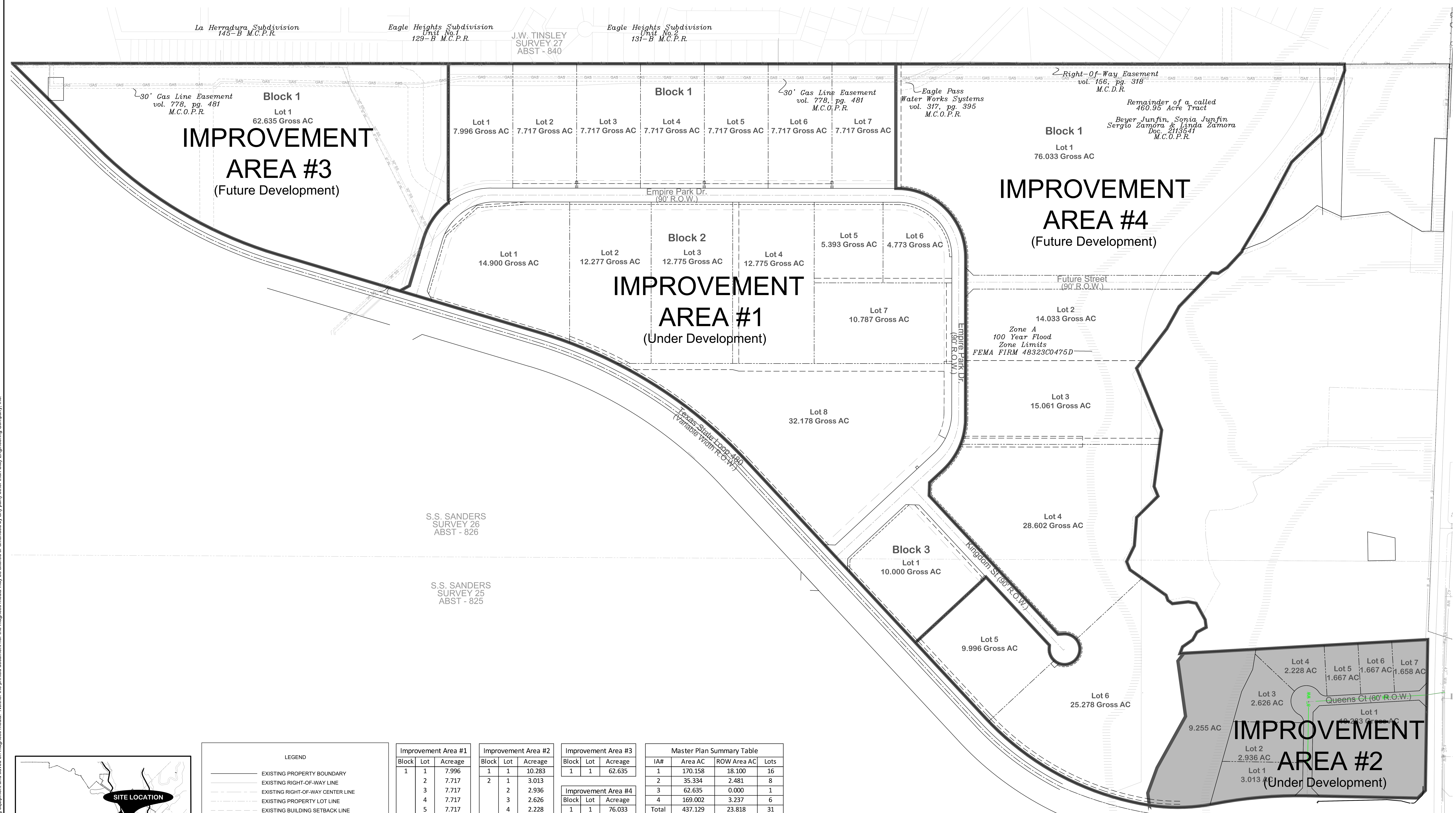
EMPIRE INDUSTRIAL PARK MASTER PLAN

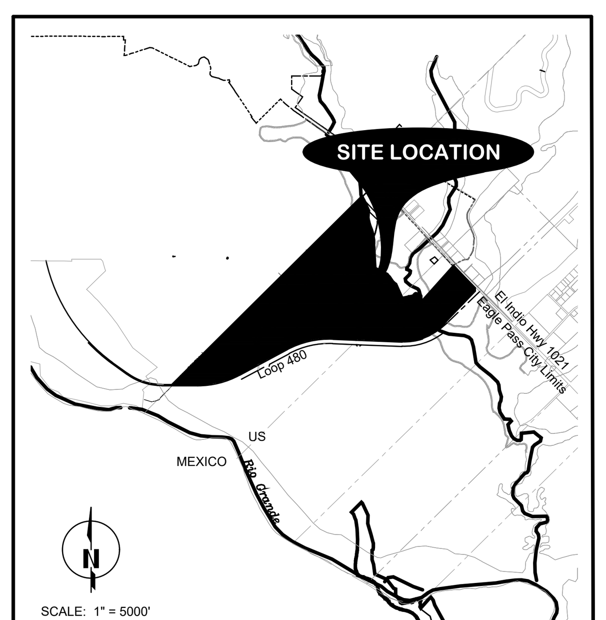
BEING A PORTION OF A CALLED 460.95 ACRE TRACT DESCRIBED IN EXHIBIT "B" ON DOCUMENT NUMBER 2113541 OFFICIAL PUBLIC RECORDS OF MAVERICK COUNTY, TX

Zone Improvements Wastewater Improvements

SCALE 1" = 300'

SHEET 1 of 1 | 1.0





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
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	1	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
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PROJECT TITLE

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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

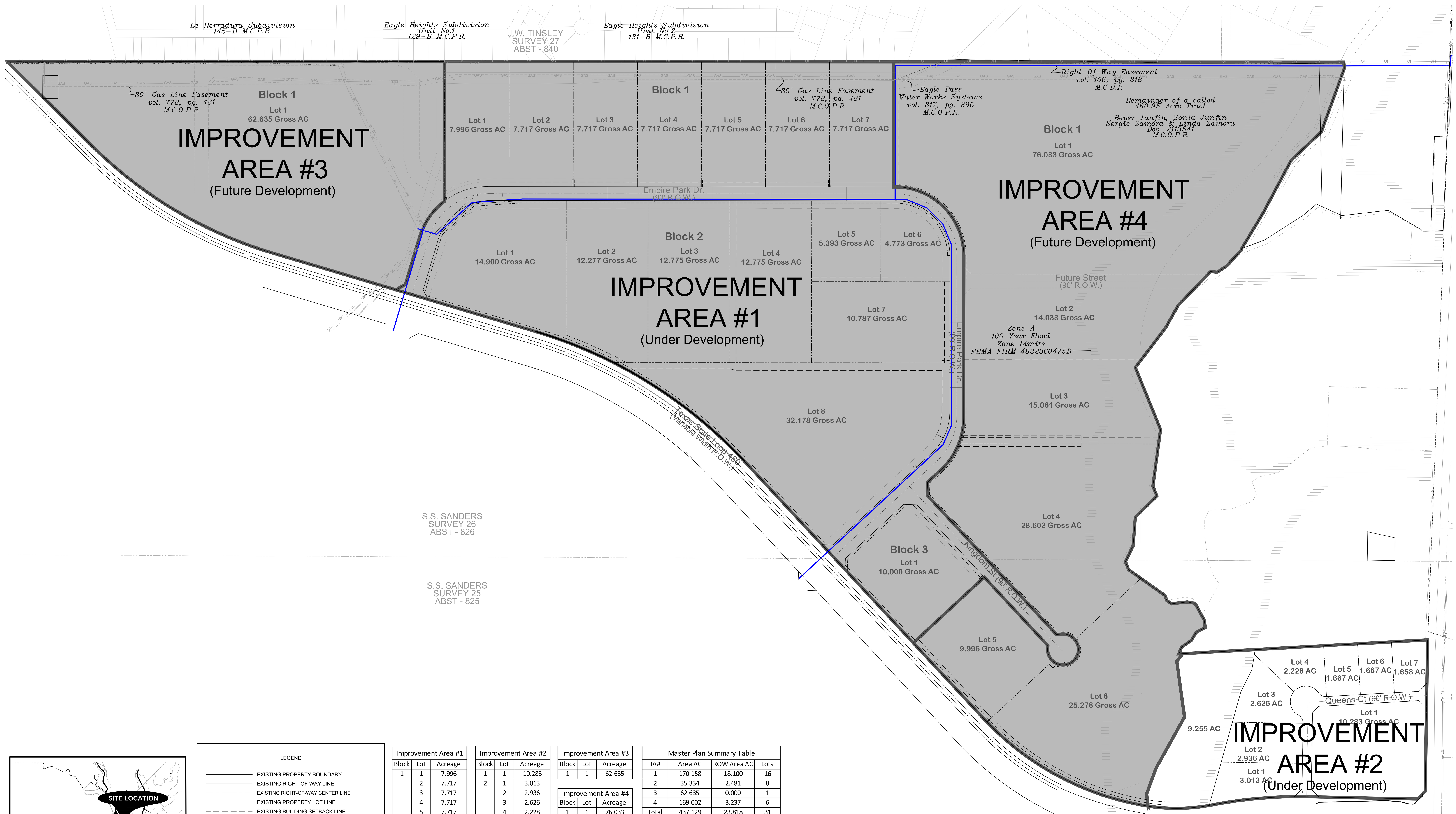
SHEET TITLE

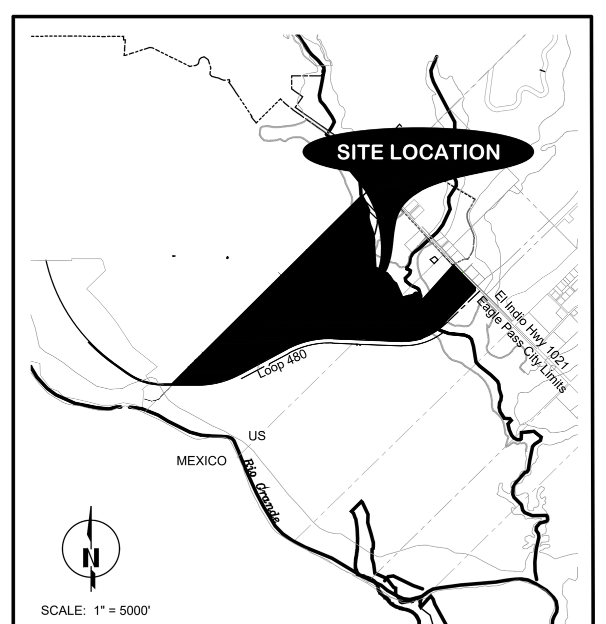
Improvement Area #2 Wastewater Improvements

SCALE 1" = 300'
0 150 300 450
SHEET 1 of 1 1.0

Appendix 5

Water Distribution Improvements





VICINITY MAP

LEGEND

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- EXISTING RIGHT-OF-WAY CENTER LINE
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Improvement Area #1

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	2	7.717
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	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	1	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
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	5	9.996
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PROJECT NO. 23.027

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REFERENCE DRAWING x.Basefile-Unit1.dwg

PROJECT TITLE

EMPIRE INDUSTRIAL PARK MASTER PLAN

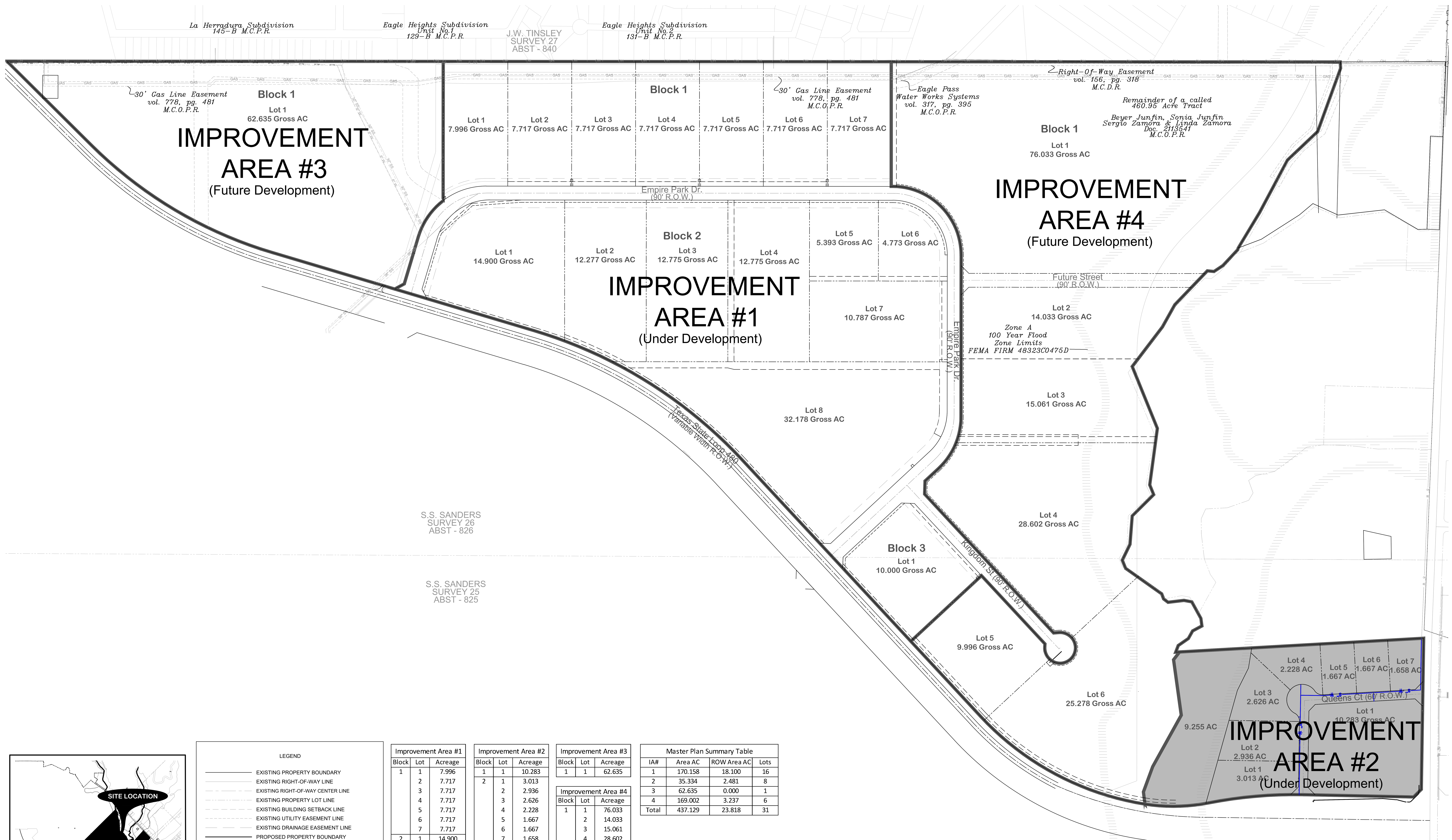
BEING A PORTION OF A CALLED 460.95 ACRE TRACT DESCRIBED IN EXHIBIT "B" ON DOCUMENT NUMBER 2113541 OFFICIAL PUBLIC RECORDS OF MAVERICK COUNTY, TX

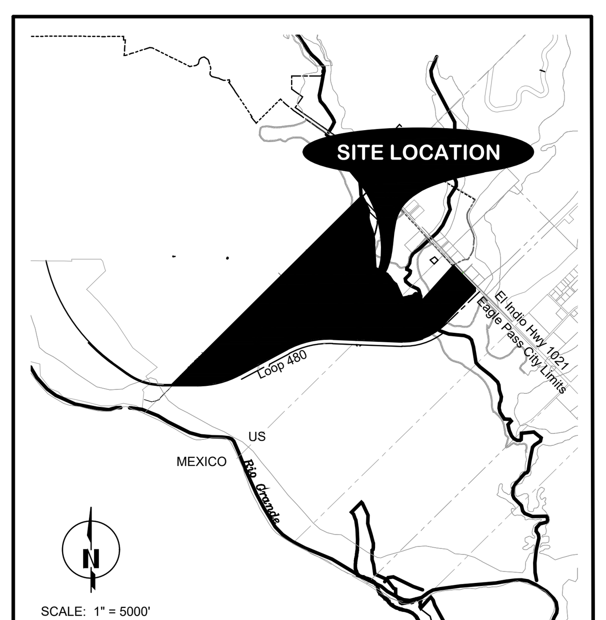
SHEET TITLE

Zone Improvements Water Distribution Improvements

SCALE 1" = 300'

SHEET 1 of 1 | 1.0





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Improvement Area #1

Block	Lot	Acreage
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	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	1	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
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PROJECT NO. 23.027

DRAWING NAME x.EIP Master Plan.dwg

REFERENCE DRAWING x.Basefile-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

SHEET TITLE

Improvement Area # 2 Water Distribution Improvements

SCALE 1" = 300'

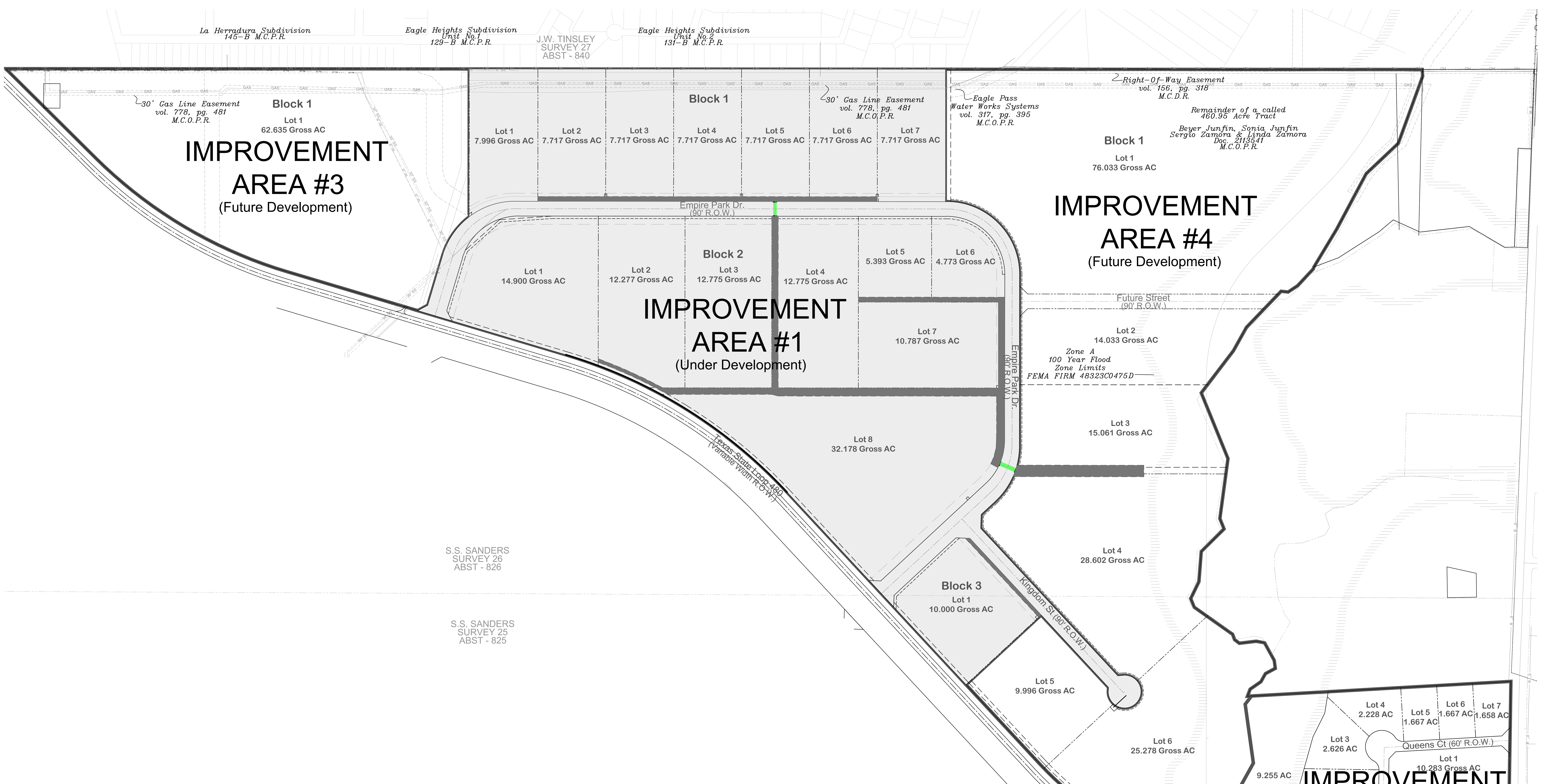
0 150 300 450

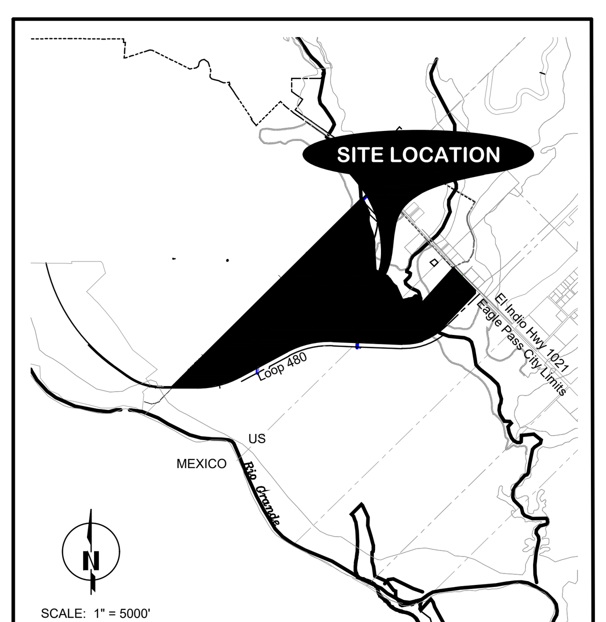
15 30 45

SHEET 1 of 1 | 1.0

Appendix 6

Storm Water Improvements





VICINITY MAP

LEGEND

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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	1	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
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Master Plan Summary Table

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PROJECT NO. 23.027

DRAWING NAME: x.EIP Master Plan.dwg

REFERENCE DRAWING: x.Basefile-Unit1.dwg

EMPIRE INDUSTRIAL PARK MASTER PLAN

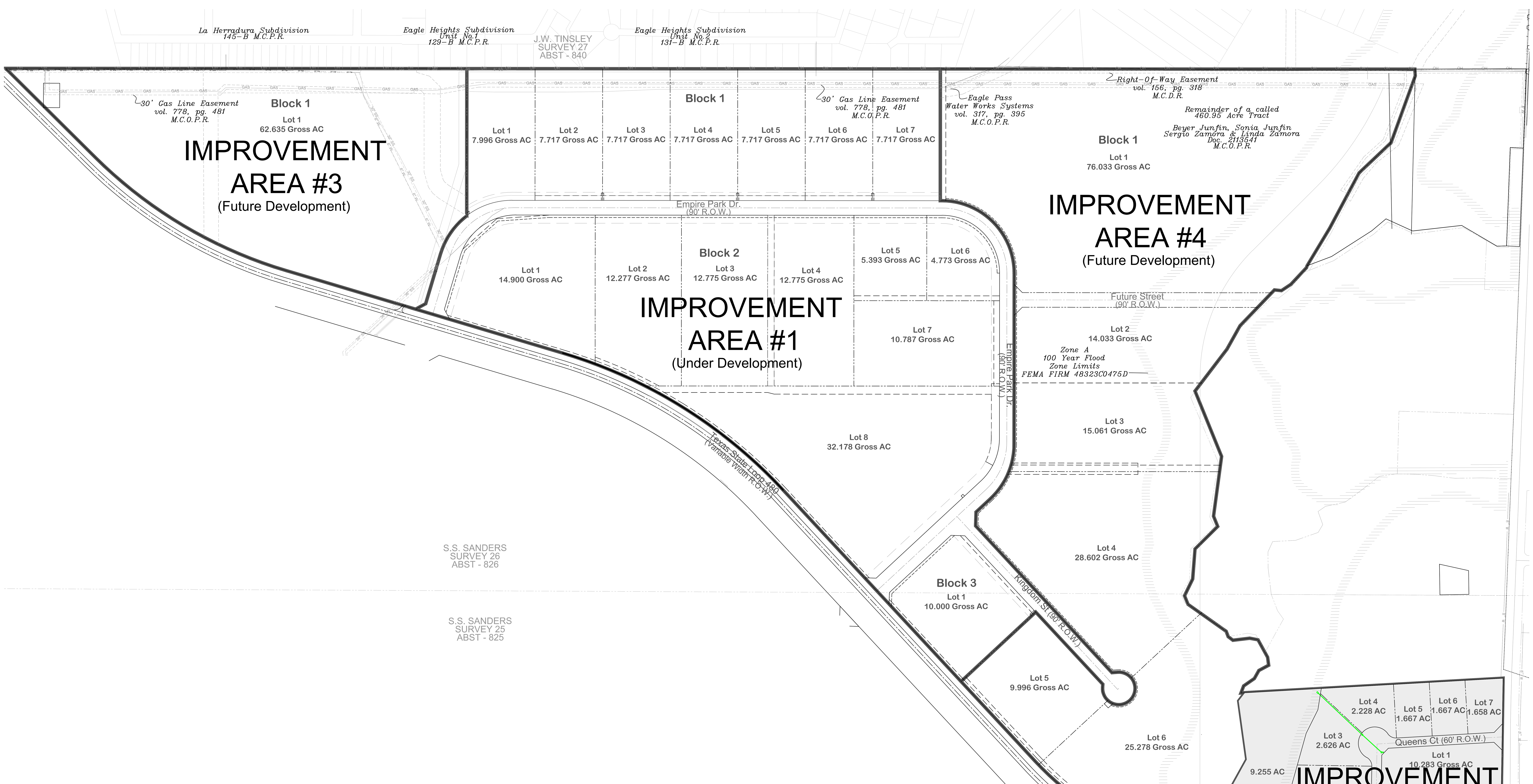
BEING A PORTION OF A CALLED 460.95 ACRE TRACT DESCRIBED IN EXHIBIT "B" ON DOCUMENT NUMBER 2113541 OFFICIAL PUBLIC RECORDS OF MAVERICK COUNTY, TX

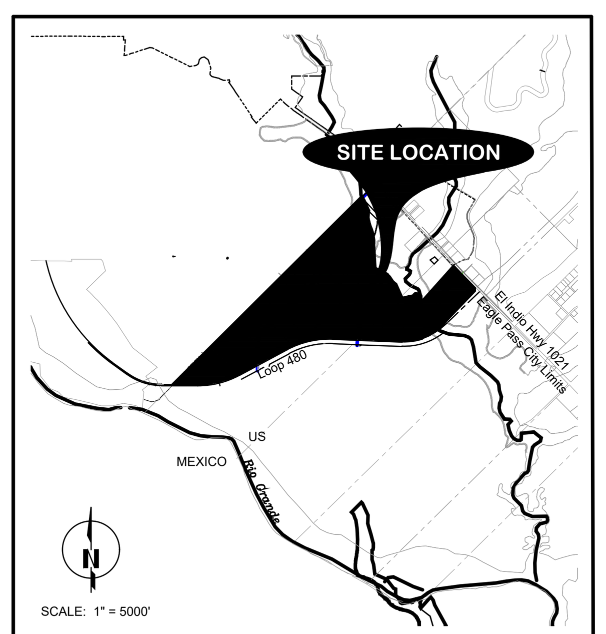
Improvement Area #1 Storm Water Improvements

SCALE 1" = 300'

SHEET 1 of 1

1.0





VICINITY MAP

LEGEND

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Improvement Area #1		
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	3	7.717
	4	7.717
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	6	7.717
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	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	1	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
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SHEET TITLE
Improvement Area #2 Storm Water Improvements

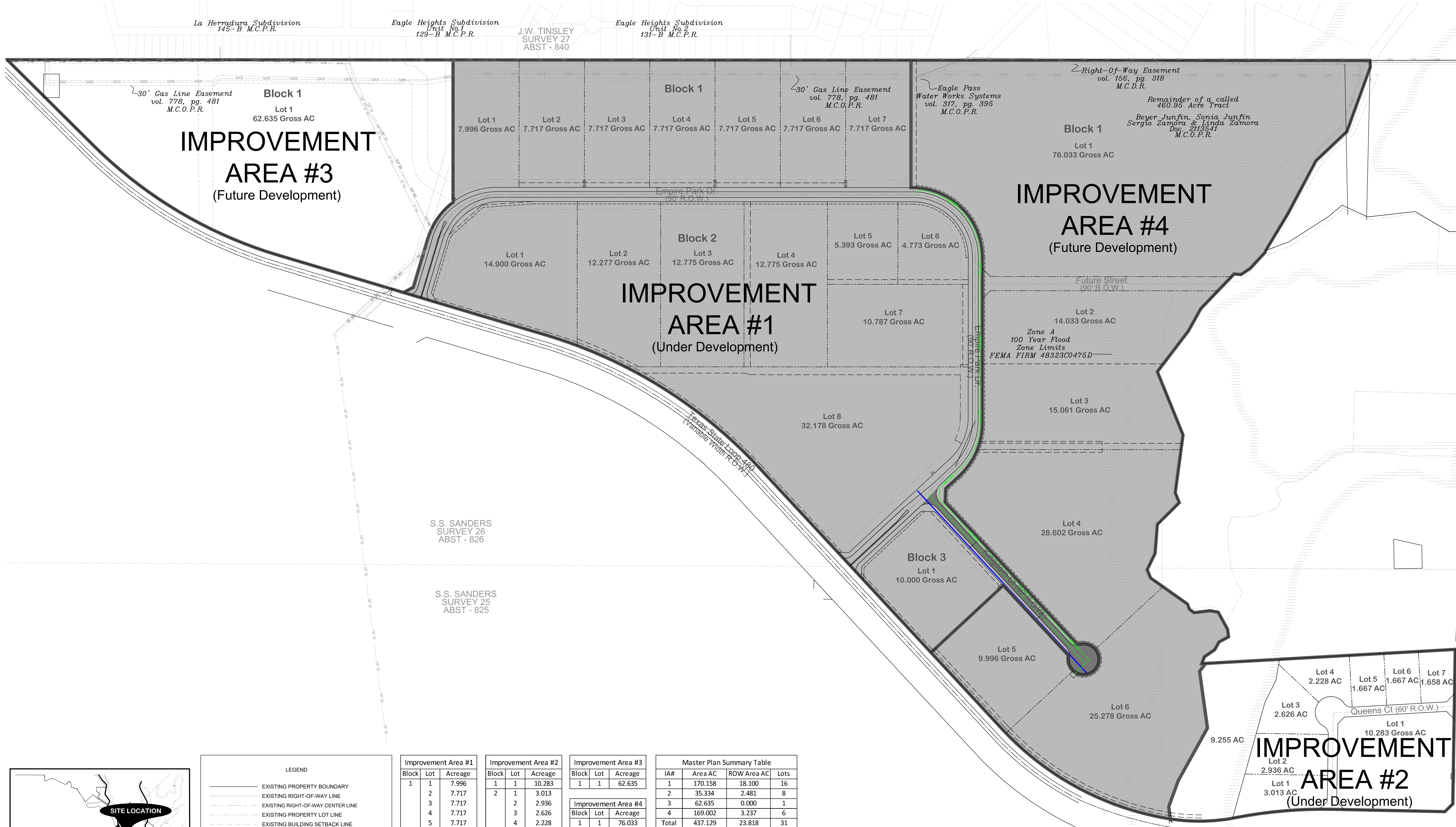
SCALE 1" = 300'

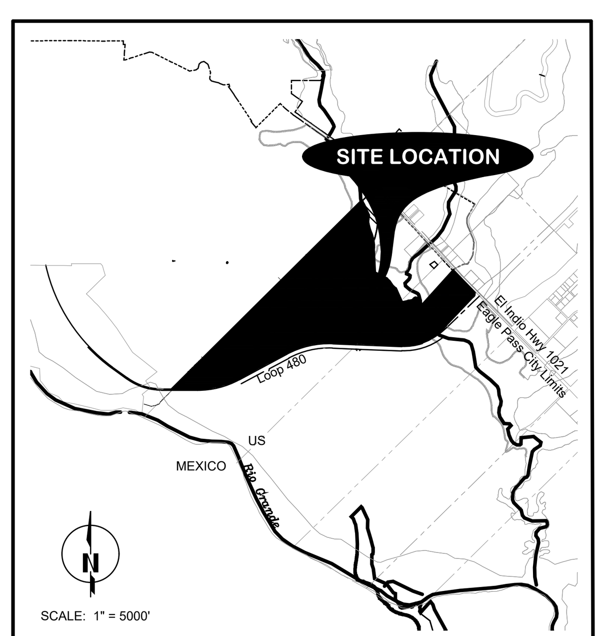
SHEET 1 of 1

1.0

Appendix 7

Shared Improvements





VICINITY MAP

LEGEND

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P.O.B.	POINT OF BEGINNING
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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

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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
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Improvement Area #2

Block	Lot	Acreage
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2	1	3.013
	2	2.936
	3	2.626
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	5	1.667
	6	1.667
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		9.255

Improvement Area #3

Block	Lot	Acreage
1	1	62.635

Improvement Area #4

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SHEET TITLE

Shared Improvements

SCALE 1" = 300'

SHEET 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
Streets					
	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
Storm Drainage System Improvements					
	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
Streets							
	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
Water Utility Improvements							
	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
Sewer Utility Improvements							
	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
Storm Drainage System Improvements							
	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
				Contigency @ 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
Streets					
	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
Water Utility Improvements					
	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
Sewer Utility Improvements					
	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
Streets					
	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
Water Utility Improvements					
	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
Sewer Utility Improvements					
	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:

<u>Improvement Area #1</u>

- Improvement Area #1 Initial Parcel
- Lot Type Industrial (per acre)

<u>Improvement Area #2</u>

- 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 RECORDING[1] 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: $11,295,000.00

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]
2027	$ -	$ 306,533.87	$ (306,533.87)	$ 23,374.38	$ 40,000.00	$ 63,374.38
2028	$ 105,000.00	$ 740,618.76	$ -	$ 56,475.00	$ 40,800.00	$ 942,893.76
2029	$ 110,000.00	$ 734,975.00	$ -	$ 55,950.00	$ 41,616.00	$ 942,541.00
2030	$ 115,000.00	$ 729,062.50	$ -	$ 55,400.00	$ 42,448.32	$ 941,910.82
2031	$ 125,000.00	$ 722,881.26	$ -	$ 54,825.00	$ 43,297.29	$ 946,003.55
2032	$ 130,000.00	$ 716,162.50	$ -	$ 54,200.00	$ 44,163.23	$ 944,525.73
2033	$ 135,000.00	$ 709,175.00	$ -	$ 53,550.00	$ 45,046.50	$ 942,771.50
2034	$ 145,000.00	$ 701,918.76	$ -	$ 52,875.00	$ 45,947.43	$ 945,741.19
2035	$ 150,000.00	$ 694,125.00	$ -	$ 52,150.00	$ 46,866.38	$ 943,141.38
2036	$ 160,000.00	$ 686,062.50	$ -	$ 51,400.00	$ 47,803.70	$ 945,266.20
2037	$ 165,000.00	$ 677,462.50	$ -	$ 50,600.00	$ 48,759.78	$ 941,822.28
2038	$ 180,000.00	$ 666,737.50	$ -	$ 49,775.00	$ 49,734.97	$ 946,247.47
2039	$ 190,000.00	$ 655,037.50	$ -	$ 48,875.00	$ 50,729.67	$ 944,642.17
2040	$ 200,000.00	$ 642,687.50	$ -	$ 47,925.00	$ 51,744.27	$ 942,356.77
2041	$ 215,000.00	$ 629,687.50	$ -	$ 46,925.00	$ 52,779.15	$ 944,391.65
2042	$ 230,000.00	$ 615,712.50	$ -	$ 45,850.00	$ 53,834.73	$ 945,397.23
2043	$ 245,000.00	$ 600,762.50	$ -	$ 44,700.00	$ 54,911.43	$ 945,373.93
2044	$ 260,000.00	$ 584,837.50	$ -	$ 43,475.00	$ 56,009.66	$ 944,322.16
2045	$ 275,000.00	$ 567,937.50	$ -	$ 42,175.00	$ 57,129.85	$ 942,242.35
2046	$ 295,000.00	$ 550,062.50	$ -	$ 40,800.00	$ 58,272.45	$ 944,134.95
2047	$ 315,000.00	$ 530,887.50	$ -	$ 39,325.00	$ 59,437.90	$ 944,650.40
2048	$ 335,000.00	$ 509,625.00	$ -	$ 37,750.00	$ 60,626.65	$ 943,001.65
2049	$ 360,000.00	$ 487,012.50	$ -	$ 36,075.00	$ 61,839.19	$ 944,926.69
2050	$ 385,000.00	$ 462,712.50	$ -	$ 34,275.00	$ 63,075.97	$ 945,063.47
2051	$ 410,000.00	$ 436,725.00	$ -	$ 32,350.00	$ 64,337.49	$ 943,412.49
2052	$ 440,000.00	$ 409,050.00	$ -	$ 30,300.00	$ 65,624.24	$ 944,974.24
2053	$ 470,000.00	$ 379,350.00	$ -	$ 28,100.00	$ 66,936.72	$ 944,386.72
2054	$ 500,000.00	$ 347,625.00	$ -	$ 25,750.00	$ 68,275.46	$ 941,650.46
2055	$ 535,000.00	$ 313,875.00	$ -	$ 23,250.00	$ 69,640.97	$ 941,765.97
2056	$ 575,000.00	$ 277,762.50	$ -	$ 20,575.00	$ 71,033.79	$ 944,371.29
2057	$ 615,000.00	$ 238,950.00	$ -	$ 17,700.00	$ 72,454.46	$ 944,104.46
2058	$ 660,000.00	$ 197,437.50	$ -	$ 14,625.00	$ 73,903.55	$ 945,966.05
2059	$ 705,000.00	$ 152,887.50	$ -	$ 11,325.00	$ 75,381.62	$ 944,594.12
2060	$ 755,000.00	$ 105,300.00	$ -	$ 7,800.00	$ 76,889.26	$ 944,989.26
2061	$ 805,000.00	$ 54,337.50	$ -	$ 4,025.00	$ 78,427.04	$ 941,789.54
Total	**$ 11,295,000.00**	**$ 17,835,977.65**	**$ (306,533.87)**	**$ 1,334,524.38**	**$ 1,999,779.11**	**$ 32,158,747.27**

Footnotes:

[a] Interest on the Improvement Area #1 Bonds is calculated at a 5.375%, 6.500%, and 6.750% rate for term bonds maturing 2035, 2045, 2060, respectively, and is subject to change at final pricing.

[b] Assumes 6 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 (PER ACRE)

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 RECORDING[1] RETURN TO:

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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: $59,997.45 (per acre)

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]

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[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 LOT TYPE INDUSTRIAL (PER ACRE)

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest[b]	Additional Interest	Annual Collection Costs	Total Annual Installment Due[c]
2027	$ -	$ 1,628.26	$ (1,628.26)	$ 124.16	$ 212.47	$ 336.64
2028	$ 557.75	$ 3,934.06	$ -	$ 299.99	$ 216.72	$ 5,008.52
2029	$ 584.30	$ 3,904.08	$ -	$ 297.20	$ 221.06	$ 5,006.65
2030	$ 610.86	$ 3,872.68	$ -	$ 294.28	$ 225.48	$ 5,003.30
2031	$ 663.98	$ 3,839.84	$ -	$ 291.22	$ 229.99	$ 5,025.04
2032	$ 690.54	$ 3,804.15	$ -	$ 287.90	$ 234.59	$ 5,017.19
2033	$ 717.10	$ 3,767.04	$ -	$ 284.45	$ 239.28	$ 5,007.87
2034	$ 770.22	$ 3,728.49	$ -	$ 280.86	$ 244.07	$ 5,023.64
2035	$ 796.78	$ 3,687.09	$ -	$ 277.01	$ 248.95	$ 5,009.83
2036	$ 849.90	$ 3,644.27	$ -	$ 273.03	$ 253.93	$ 5,021.12
2037	$ 876.46	$ 3,598.59	$ -	$ 268.78	$ 259.01	$ 5,002.83
2038	$ 956.13	$ 3,541.62	$ -	$ 264.40	$ 264.19	$ 5,026.33
2039	$ 1,009.25	$ 3,479.47	$ -	$ 259.62	$ 269.47	$ 5,017.81
2040	$ 1,062.37	$ 3,413.87	$ -	$ 254.57	$ 274.86	$ 5,005.67
2041	$ 1,142.05	$ 3,344.81	$ -	$ 249.26	$ 280.36	$ 5,016.48
2042	$ 1,221.73	$ 3,270.58	$ -	$ 243.55	$ 285.96	$ 5,021.82
2043	$ 1,301.41	$ 3,191.17	$ -	$ 237.44	$ 291.68	$ 5,021.69
2044	$ 1,381.08	$ 3,106.57	$ -	$ 230.93	$ 297.52	$ 5,016.11
2045	$ 1,460.76	$ 3,016.80	$ -	$ 224.03	$ 303.47	$ 5,005.06
2046	$ 1,567.00	$ 2,921.85	$ -	$ 216.72	$ 309.54	$ 5,015.11
2047	$ 1,673.24	$ 2,820.00	$ -	$ 208.89	$ 315.73	$ 5,017.85
2048	$ 1,779.47	$ 2,707.06	$ -	$ 200.52	$ 322.04	$ 5,009.09
2049	$ 1,912.27	$ 2,586.94	$ -	$ 191.63	$ 328.48	$ 5,019.32
2050	$ 2,045.07	$ 2,457.86	$ -	$ 182.06	$ 335.05	$ 5,020.04
2051	$ 2,177.86	$ 2,319.82	$ -	$ 171.84	$ 341.75	$ 5,011.27
2052	$ 2,337.22	$ 2,172.82	$ -	$ 160.95	$ 348.59	$ 5,019.57
2053	$ 2,496.57	$ 2,015.05	$ -	$ 149.26	$ 355.56	$ 5,016.45
2054	$ 2,655.93	$ 1,846.54	$ -	$ 136.78	$ 362.67	$ 5,001.91
2055	$ 2,841.84	$ 1,667.26	$ -	$ 123.50	$ 369.92	$ 5,002.53
2056	$ 3,054.32	$ 1,475.44	$ -	$ 109.29	$ 377.32	$ 5,016.37
2057	$ 3,266.79	$ 1,269.27	$ -	$ 94.02	$ 384.87	$ 5,014.95
2058	$ 3,505.83	$ 1,048.76	$ -	$ 77.69	$ 392.57	$ 5,024.84
2059	$ 3,744.86	$ 812.12	$ -	$ 60.16	$ 400.42	$ 5,017.55
2060	$ 4,010.45	$ 559.34	$ -	$ 41.43	$ 408.42	$ 5,019.65
2061	$ 4,276.05	$ 288.63	$ -	$ 21.38	$ 416.59	$ 5,002.65
Total	**$ 59,997.45**	**$ 94,742.20**	**$ (1,628.26)**	**$ 7,088.81**	**$ 10,622.55**	**$ 170,822.74**

Footnotes:

[a] Interest on the Improvement Area #1 Bonds is calculated at a 5.375%, 6.500%, and 6.750% rate for term bonds maturing 2035, 2045, 2060, respectively, and is subject to change at final pricing.

[b] Assumes 6 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 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 RECORDING[1] RETURN TO:

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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: $514,023.87**

**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 §
§
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]
2027	$ -	$ 13,985.65	$ (13,985.65)	$ 1,063.74	$ 7,984.84	$ 9,048.58
2028	$ 5,988.63	$ 33,790.83	$ -	$ 2,570.12	$ 8,144.53	$ 50,494.11
2029	$ 6,986.73	$ 33,468.94	$ -	$ 2,540.18	$ 8,307.42	$ 51,303.28
2030	$ 6,986.73	$ 33,093.41	$ -	$ 2,505.24	$ 8,473.57	$ 51,058.96
2031	$ 6,986.73	$ 32,717.87	$ -	$ 2,470.31	$ 8,643.04	$ 50,817.95
2032	$ 6,986.73	$ 32,342.33	$ -	$ 2,435.38	$ 8,815.91	$ 50,580.35
2033	$ 7,984.84	$ 31,966.80	$ -	$ 2,400.44	$ 8,992.22	$ 51,344.30
2034	$ 7,984.84	$ 31,537.61	$ -	$ 2,360.52	$ 9,172.07	$ 51,055.03
2035	$ 7,984.84	$ 31,108.43	$ -	$ 2,320.59	$ 9,355.51	$ 50,769.36
2036	$ 7,984.84	$ 30,679.24	$ -	$ 2,280.67	$ 9,542.62	$ 50,487.37
2037	$ 8,982.94	$ 30,250.06	$ -	$ 2,240.74	$ 9,733.47	$ 51,207.21
2038	$ 8,982.94	$ 29,643.71	$ -	$ 2,195.83	$ 9,928.14	$ 50,750.62
2039	$ 9,981.05	$ 29,037.36	$ -	$ 2,150.92	$ 10,126.70	$ 51,296.02
2040	$ 9,981.05	$ 28,363.64	$ -	$ 2,101.01	$ 10,329.24	$ 50,774.93
2041	$ 10,979.15	$ 27,689.92	$ -	$ 2,051.10	$ 10,535.82	$ 51,255.99
2042	$ 10,979.15	$ 26,948.82	$ -	$ 1,996.21	$ 10,746.54	$ 50,670.72
2043	$ 11,977.26	$ 26,207.73	$ -	$ 1,941.31	$ 10,961.47	$ 51,087.77
2044	$ 12,975.36	$ 25,399.27	$ -	$ 1,881.43	$ 11,180.70	$ 51,436.75
2045	$ 12,975.36	$ 24,523.43	$ -	$ 1,816.55	$ 11,404.31	$ 50,719.65
2046	$ 13,973.46	$ 23,647.59	$ -	$ 1,751.67	$ 11,632.40	$ 51,005.13
2047	$ 14,971.57	$ 22,704.38	$ -	$ 1,681.81	$ 11,865.05	$ 51,222.81
2048	$ 15,969.67	$ 21,693.80	$ -	$ 1,606.95	$ 12,102.35	$ 51,372.77
2049	$ 15,969.67	$ 20,615.85	$ -	$ 1,527.10	$ 12,344.40	$ 50,457.02
2050	$ 16,967.78	$ 19,537.90	$ -	$ 1,447.25	$ 12,591.28	$ 50,544.21
2051	$ 17,965.88	$ 18,392.57	$ -	$ 1,362.41	$ 12,843.11	$ 50,563.98
2052	$ 18,963.99	$ 17,179.88	$ -	$ 1,272.58	$ 13,099.97	$ 50,516.42
2053	$ 20,960.20	$ 15,899.81	$ -	$ 1,177.76	$ 13,361.97	$ 51,399.74
2054	$ 21,958.30	$ 14,484.99	$ -	$ 1,072.96	$ 13,629.21	$ 51,145.47
2055	$ 22,956.41	$ 13,002.81	$ -	$ 963.17	$ 13,901.79	$ 50,824.18
2056	$ 23,954.51	$ 11,453.25	$ -	$ 848.39	$ 14,179.83	$ 50,435.98
2057	$ 25,950.72	$ 9,836.32	$ -	$ 728.62	$ 14,463.43	$ 50,979.08
2058	$ 26,948.82	$ 8,084.65	$ -	$ 598.86	$ 14,752.70	$ 50,385.03
2059	$ 28,945.03	$ 6,265.60	$ -	$ 464.12	$ 15,047.75	$ 50,722.50
2060	$ 30,941.24	$ 4,311.81	$ -	$ 319.39	$ 15,348.70	$ 50,921.15
2061	$ 32,937.45	$ 2,223.28	$ -	$ 164.69	$ 15,655.68	$ 50,981.10
Total	**$ 514,023.87**	**$ 782,089.52**	**$ (13,985.65)**	**$ 58,310.03**	**$ 399,197.74**	**$ 1,739,635.52**

Footnotes:

[a] Interest on the Improvement Area #2 Bonds is calculated at a 5.375% and 6.750% rate for term bonds maturing 2035 and 2060, respectively, and is subject to change at final pricing.

[b] Assumes 6 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 RECORDING[1] RETURN TO:

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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: $393,144.73

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 §
§
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 1

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest[b]	Additional Interest	Annual Collection Costs	Total Annual Installment Due[c]
2027	$ -	$ 10,696.75	$ (10,696.75)	$ 813.59	$ 6,107.10	$ 6,920.69
2028	$ 4,580.33	$ 25,844.49	$ -	$ 1,965.72	$ 6,229.24	$ 38,619.79
2029	$ 5,343.71	$ 25,598.30	$ -	$ 1,942.82	$ 6,353.83	$ 39,238.67
2030	$ 5,343.71	$ 25,311.08	$ -	$ 1,916.10	$ 6,480.91	$ 39,051.80
2031	$ 5,343.71	$ 25,023.85	$ -	$ 1,889.38	$ 6,610.52	$ 38,867.48
2032	$ 5,343.71	$ 24,736.63	$ -	$ 1,862.67	$ 6,742.73	$ 38,685.75
2033	$ 6,107.10	$ 24,449.40	$ -	$ 1,835.95	$ 6,877.59	$ 39,270.04
2034	$ 6,107.10	$ 24,121.15	$ -	$ 1,805.41	$ 7,015.14	$ 39,048.80
2035	$ 6,107.10	$ 23,792.89	$ -	$ 1,774.88	$ 7,155.44	$ 38,830.31
2036	$ 6,107.10	$ 23,464.63	$ -	$ 1,744.34	$ 7,298.55	$ 38,614.63
2037	$ 6,870.49	$ 23,136.38	$ -	$ 1,713.81	$ 7,444.52	$ 39,165.20
2038	$ 6,870.49	$ 22,672.62	$ -	$ 1,679.45	$ 7,593.41	$ 38,815.98
2039	$ 7,633.88	$ 22,208.86	$ -	$ 1,645.10	$ 7,745.28	$ 39,233.12
2040	$ 7,633.88	$ 21,693.57	$ -	$ 1,606.93	$ 7,900.19	$ 38,834.57
2041	$ 8,397.27	$ 21,178.29	$ -	$ 1,568.76	$ 8,058.19	$ 39,202.51
2042	$ 8,397.27	$ 20,611.47	$ -	$ 1,526.78	$ 8,219.36	$ 38,754.87
2043	$ 9,160.65	$ 20,044.66	$ -	$ 1,484.79	$ 8,383.74	$ 39,073.84
2044	$ 9,924.04	$ 19,426.31	$ -	$ 1,438.99	$ 8,551.42	$ 39,340.76
2045	$ 9,924.04	$ 18,756.44	$ -	$ 1,389.37	$ 8,722.45	$ 38,792.29
2046	$ 10,687.43	$ 18,086.57	$ -	$ 1,339.75	$ 8,896.90	$ 39,010.64
2047	$ 11,450.82	$ 17,365.16	$ -	$ 1,286.31	$ 9,074.83	$ 39,177.12
2048	$ 12,214.21	$ 16,592.23	$ -	$ 1,229.05	$ 9,256.33	$ 39,291.82
2049	$ 12,214.21	$ 15,767.78	$ -	$ 1,167.98	$ 9,441.46	$ 38,591.42
2050	$ 12,977.59	$ 14,943.32	$ -	$ 1,106.91	$ 9,630.29	$ 38,658.11
2051	$ 13,740.98	$ 14,067.33	$ -	$ 1,042.02	$ 9,822.89	$ 38,673.23
2052	$ 14,504.37	$ 13,139.81	$ -	$ 973.32	$ 10,019.35	$ 38,636.85
2053	$ 16,031.14	$ 12,160.77	$ -	$ 900.80	$ 10,219.74	$ 39,312.45
2054	$ 16,794.53	$ 11,078.67	$ -	$ 820.64	$ 10,424.13	$ 39,117.97
2055	$ 17,557.92	$ 9,945.03	$ -	$ 736.67	$ 10,632.61	$ 38,872.24
2056	$ 18,321.31	$ 8,759.88	$ -	$ 648.88	$ 10,845.27	$ 38,575.33
2057	$ 19,848.08	$ 7,523.19	$ -	$ 557.27	$ 11,062.17	$ 38,990.71
2058	$ 20,611.47	$ 6,183.44	$ -	$ 458.03	$ 11,283.41	$ 38,536.36
2059	$ 22,138.25	$ 4,792.17	$ -	$ 354.98	$ 11,509.08	$ 38,794.47
2060	$ 23,665.02	$ 3,297.84	$ -	$ 244.28	$ 11,739.26	$ 38,946.41
2061	$ 25,191.80	$ 1,700.45	$ -	$ 125.96	$ 11,974.05	$ 38,992.25
Total	**$ 393,144.73**	**$ 598,171.40**	**$ (10,696.75)**	**$ 44,597.70**	**$ 305,321.40**	**$ 1,330,538.48**

Footnotes:

[a] Interest on the Improvement Area #2 Bonds is calculated at a 5.375% and 6.750% rate for term bonds maturing 2035 and 2060, respectively, and is subject to change at final pricing.

[b] Assumes 6 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 RECORDING[1] 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: $383,096.85

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 §
§
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 2

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest[b]	Additional Interest	Annual Collection Costs	Total Annual Installment Due[c]
2027	$ -	$ 10,423.36	$ (10,423.36)	$ 792.80	$ 5,951.02	$ 6,743.82
2028	$ 4,463.26	$ 25,183.97	$ -	$ 1,915.48	$ 6,070.04	$ 37,632.76
2029	$ 5,207.14	$ 24,944.07	$ -	$ 1,893.17	$ 6,191.44	$ 38,235.82
2030	$ 5,207.14	$ 24,664.19	$ -	$ 1,867.13	$ 6,315.27	$ 38,053.73
2031	$ 5,207.14	$ 24,384.30	$ -	$ 1,841.10	$ 6,441.57	$ 37,874.11
2032	$ 5,207.14	$ 24,104.42	$ -	$ 1,815.06	$ 6,570.41	$ 37,697.03
2033	$ 5,951.02	$ 23,824.53	$ -	$ 1,789.03	$ 6,701.81	$ 38,266.39
2034	$ 5,951.02	$ 23,504.67	$ -	$ 1,759.27	$ 6,835.85	$ 38,050.80
2035	$ 5,951.02	$ 23,184.80	$ -	$ 1,729.51	$ 6,972.57	$ 37,837.90
2036	$ 5,951.02	$ 22,864.93	$ -	$ 1,699.76	$ 7,112.02	$ 37,627.73
2037	$ 6,694.90	$ 22,545.06	$ -	$ 1,670.00	$ 7,254.26	$ 38,164.22
2038	$ 6,694.90	$ 22,093.16	$ -	$ 1,636.53	$ 7,399.34	$ 37,823.93
2039	$ 7,438.77	$ 21,641.25	$ -	$ 1,603.06	$ 7,547.33	$ 38,230.41
2040	$ 7,438.77	$ 21,139.14	$ -	$ 1,565.86	$ 7,698.28	$ 37,842.05
2041	$ 8,182.65	$ 20,637.02	$ -	$ 1,528.67	$ 7,852.24	$ 38,200.58
2042	$ 8,182.65	$ 20,084.69	$ -	$ 1,487.75	$ 8,009.29	$ 37,764.38
2043	$ 8,926.53	$ 19,532.36	$ -	$ 1,446.84	$ 8,169.47	$ 38,075.20
2044	$ 9,670.41	$ 18,929.82	$ -	$ 1,402.21	$ 8,332.86	$ 38,335.30
2045	$ 9,670.41	$ 18,277.07	$ -	$ 1,353.86	$ 8,499.52	$ 37,800.85
2046	$ 10,414.28	$ 17,624.31	$ -	$ 1,305.50	$ 8,669.51	$ 38,013.61
2047	$ 11,158.16	$ 16,921.35	$ -	$ 1,253.43	$ 8,842.90	$ 38,175.85
2048	$ 11,902.04	$ 16,168.17	$ -	$ 1,197.64	$ 9,019.76	$ 38,287.61
2049	$ 11,902.04	$ 15,364.79	$ -	$ 1,138.13	$ 9,200.15	$ 37,605.11
2050	$ 12,645.92	$ 14,561.40	$ -	$ 1,078.62	$ 9,384.16	$ 37,670.09
2051	$ 13,389.79	$ 13,707.80	$ -	$ 1,015.39	$ 9,571.84	$ 37,684.83
2052	$ 14,133.67	$ 12,803.99	$ -	$ 948.44	$ 9,763.28	$ 37,649.38
2053	$ 15,621.42	$ 11,849.97	$ -	$ 877.78	$ 9,958.54	$ 38,307.71
2054	$ 16,365.30	$ 10,795.52	$ -	$ 799.67	$ 10,157.71	$ 38,118.20
2055	$ 17,109.18	$ 9,690.86	$ -	$ 717.84	$ 10,360.87	$ 37,878.75
2056	$ 17,853.06	$ 8,535.99	$ -	$ 632.30	$ 10,568.09	$ 37,589.43
2057	$ 19,340.81	$ 7,330.91	$ -	$ 543.03	$ 10,779.45	$ 37,994.20
2058	$ 20,084.69	$ 6,025.41	$ -	$ 446.33	$ 10,995.04	$ 37,551.46
2059	$ 21,572.44	$ 4,669.69	$ -	$ 345.90	$ 11,214.94	$ 37,802.97
2060	$ 23,060.20	$ 3,213.55	$ -	$ 238.04	$ 11,439.24	$ 37,951.03
2061	$ 24,547.95	$ 1,656.99	$ -	$ 122.74	$ 11,668.02	$ 37,995.70
Total	**$ 383,096.85**	**$ 582,883.50**	**$ (10,423.36)**	**$ 43,457.88**	**$ 297,518.09**	**$ 1,296,532.96**

Footnotes:

[a] Interest on the Improvement Area #2 Bonds is calculated at a 5.375% and 6.750% rate for term bonds maturing 2035 and 2060, respectively, and is subject to change at final pricing.

[b] Assumes 6 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 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 RECORDING[1] 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: $342,644.46

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 §
§
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 3

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest[b]	Additional Interest	Annual Collection Costs	Total Annual Installment Due[c]
2027	$ -	$ 9,322.73	$ (9,322.73)	$ 709.08	$ 5,322.63	$ 6,031.72
2028	$ 3,991.97	$ 22,524.71	$ -	$ 1,713.22	$ 5,429.08	$ 33,659.00
2029	$ 4,657.30	$ 22,310.15	$ -	$ 1,693.26	$ 5,537.67	$ 34,198.38
2030	$ 4,657.30	$ 22,059.82	$ -	$ 1,669.98	$ 5,648.42	$ 34,035.52
2031	$ 4,657.30	$ 21,809.49	$ -	$ 1,646.69	$ 5,761.39	$ 33,874.87
2032	$ 4,657.30	$ 21,559.16	$ -	$ 1,623.40	$ 5,876.62	$ 33,716.48
2033	$ 5,322.63	$ 21,308.83	$ -	$ 1,600.12	$ 5,994.15	$ 34,225.72
2034	$ 5,322.63	$ 21,022.73	$ -	$ 1,573.50	$ 6,114.03	$ 34,032.90
2035	$ 5,322.63	$ 20,736.64	$ -	$ 1,546.89	$ 6,236.31	$ 33,842.48
2036	$ 5,322.63	$ 20,450.55	$ -	$ 1,520.28	$ 6,361.04	$ 33,654.50
2037	$ 5,987.96	$ 20,164.46	$ -	$ 1,493.66	$ 6,488.26	$ 34,134.34
2038	$ 5,987.96	$ 19,760.27	$ -	$ 1,463.72	$ 6,618.02	$ 33,829.98
2039	$ 6,653.29	$ 19,356.09	$ -	$ 1,433.78	$ 6,750.38	$ 34,193.54
2040	$ 6,653.29	$ 18,906.99	$ -	$ 1,400.52	$ 6,885.39	$ 33,846.19
2041	$ 7,318.62	$ 18,457.89	$ -	$ 1,367.25	$ 7,023.10	$ 34,166.86
2042	$ 7,318.62	$ 17,963.88	$ -	$ 1,330.66	$ 7,163.56	$ 33,776.72
2043	$ 7,983.95	$ 17,469.88	$ -	$ 1,294.06	$ 7,306.83	$ 34,054.72
2044	$ 8,649.28	$ 16,930.96	$ -	$ 1,254.15	$ 7,452.97	$ 34,287.35
2045	$ 8,649.28	$ 16,347.13	$ -	$ 1,210.90	$ 7,602.03	$ 33,809.34
2046	$ 9,314.61	$ 15,763.31	$ -	$ 1,167.65	$ 7,754.07	$ 33,999.64
2047	$ 9,979.94	$ 15,134.57	$ -	$ 1,121.08	$ 7,909.15	$ 34,144.74
2048	$ 10,645.26	$ 14,460.93	$ -	$ 1,071.18	$ 8,067.33	$ 34,244.71
2049	$ 10,645.26	$ 13,742.37	$ -	$ 1,017.95	$ 8,228.68	$ 33,634.27
2050	$ 11,310.59	$ 13,023.82	$ -	$ 964.73	$ 8,393.25	$ 33,692.39
2051	$ 11,975.92	$ 12,260.35	$ -	$ 908.17	$ 8,561.12	$ 33,705.57
2052	$ 12,641.25	$ 11,451.98	$ -	$ 848.29	$ 8,732.34	$ 33,673.86
2053	$ 13,971.91	$ 10,598.69	$ -	$ 785.09	$ 8,906.99	$ 34,262.68
2054	$ 14,637.24	$ 9,655.59	$ -	$ 715.23	$ 9,085.13	$ 34,093.18
2055	$ 15,302.57	$ 8,667.57	$ -	$ 642.04	$ 9,266.83	$ 33,879.02
2056	$ 15,967.90	$ 7,634.65	$ -	$ 565.53	$ 9,452.17	$ 33,620.25
2057	$ 17,298.56	$ 6,556.82	$ -	$ 485.69	$ 9,641.21	$ 33,982.27
2058	$ 17,963.88	$ 5,389.17	$ -	$ 399.20	$ 9,834.04	$ 33,586.28
2059	$ 19,294.54	$ 4,176.60	$ -	$ 309.38	$ 10,030.72	$ 33,811.24
2060	$ 20,625.20	$ 2,874.22	$ -	$ 212.91	$ 10,231.33	$ 33,943.66
2061	$ 21,955.86	$ 1,482.02	$ -	$ 109.78	$ 10,435.96	$ 33,983.62
Total	**$ 342,644.46**	**$ 521,335.01**	**$ (9,322.73)**	**$ 38,869.03**	**$ 266,102.22**	**$ 1,159,627.99**

Footnotes:

[a] Interest on the Improvement Area #2 Bonds is calculated at a 5.375% and 6.750% rate for term bonds maturing 2035 and 2060, respectively, and is subject to change at final pricing.

[b] Assumes 6 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 RECORDING[1] RETURN TO:

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____

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: $290,713.91

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 §
§
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 4

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest[b]	Additional Interest	Annual Collection Costs	Total Annual Installment Due[c]
2027	$ -	$ 7,909.79	$ (7,909.79)	$ 601.62	$ 4,515.94	$ 5,117.56
2028	$ 3,386.96	$ 19,110.91	$ -	$ 1,453.57	$ 4,606.26	$ 28,557.70
2029	$ 3,951.45	$ 18,928.86	$ -	$ 1,436.63	$ 4,698.39	$ 29,015.34
2030	$ 3,951.45	$ 18,716.47	$ -	$ 1,416.88	$ 4,792.36	$ 28,877.16
2031	$ 3,951.45	$ 18,504.08	$ -	$ 1,397.12	$ 4,888.20	$ 28,740.86
2032	$ 3,951.45	$ 18,291.69	$ -	$ 1,377.36	$ 4,985.97	$ 28,606.47
2033	$ 4,515.94	$ 18,079.30	$ -	$ 1,357.61	$ 5,085.69	$ 29,038.54
2034	$ 4,515.94	$ 17,836.57	$ -	$ 1,335.03	$ 5,187.40	$ 28,874.94
2035	$ 4,515.94	$ 17,593.84	$ -	$ 1,312.45	$ 5,291.15	$ 28,713.38
2036	$ 4,515.94	$ 17,351.10	$ -	$ 1,289.87	$ 5,396.97	$ 28,553.89
2037	$ 5,080.44	$ 17,108.37	$ -	$ 1,267.29	$ 5,504.91	$ 28,961.01
2038	$ 5,080.44	$ 16,765.44	$ -	$ 1,241.88	$ 5,615.01	$ 28,702.77
2039	$ 5,644.93	$ 16,422.51	$ -	$ 1,216.48	$ 5,727.31	$ 29,011.24
2040	$ 5,644.93	$ 16,041.48	$ -	$ 1,188.26	$ 5,841.86	$ 28,716.52
2041	$ 6,209.42	$ 15,660.45	$ -	$ 1,160.03	$ 5,958.69	$ 28,988.60
2042	$ 6,209.42	$ 15,241.31	$ -	$ 1,128.99	$ 6,077.87	$ 28,657.59
2043	$ 6,773.92	$ 14,822.18	$ -	$ 1,097.94	$ 6,199.42	$ 28,893.45
2044	$ 7,338.41	$ 14,364.94	$ -	$ 1,064.07	$ 6,323.41	$ 29,090.83
2045	$ 7,338.41	$ 13,869.59	$ -	$ 1,027.38	$ 6,449.88	$ 28,685.26
2046	$ 7,902.90	$ 13,374.25	$ -	$ 990.69	$ 6,578.88	$ 28,846.72
2047	$ 8,467.40	$ 12,840.81	$ -	$ 951.17	$ 6,710.46	$ 28,969.83
2048	$ 9,031.89	$ 12,269.26	$ -	$ 908.83	$ 6,844.66	$ 29,054.64
2049	$ 9,031.89	$ 11,659.60	$ -	$ 863.67	$ 6,981.56	$ 28,536.72
2050	$ 9,596.38	$ 11,049.95	$ -	$ 818.51	$ 7,121.19	$ 28,586.04
2051	$ 10,160.87	$ 10,402.20	$ -	$ 770.53	$ 7,263.61	$ 28,597.22
2052	$ 10,725.37	$ 9,716.34	$ -	$ 719.73	$ 7,408.89	$ 28,570.32
2053	$ 11,854.35	$ 8,992.37	$ -	$ 666.10	$ 7,557.06	$ 29,069.89
2054	$ 12,418.85	$ 8,192.21	$ -	$ 606.83	$ 7,708.20	$ 28,926.09
2055	$ 12,983.34	$ 7,353.93	$ -	$ 544.74	$ 7,862.37	$ 28,744.38
2056	$ 13,547.83	$ 6,477.56	$ -	$ 479.82	$ 8,019.62	$ 28,524.82
2057	$ 14,676.82	$ 5,563.08	$ -	$ 412.08	$ 8,180.01	$ 28,831.99
2058	$ 15,241.31	$ 4,572.39	$ -	$ 338.70	$ 8,343.61	$ 28,496.01
2059	$ 16,370.30	$ 3,543.60	$ -	$ 262.49	$ 8,510.48	$ 28,686.87
2060	$ 17,499.28	$ 2,438.61	$ -	$ 180.64	$ 8,680.69	$ 28,799.22
2061	$ 18,628.27	$ 1,257.41	$ -	$ 93.14	$ 8,854.30	$ 28,833.12
Total	**$ 290,713.91**	**$ 442,322.46**	**$ (7,909.79)**	**$ 32,978.11**	**$ 225,772.27**	**$ 983,876.96**

Footnotes:

[a] Interest on the Improvement Area #2 Bonds is calculated at a 5.375% and 6.750% rate for term bonds maturing 2035 and 2060, respectively, and is subject to change at final pricing.

[b] Assumes 6 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 RECORDING[1] RETURN TO:

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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: $217,518.20

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 §
§
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]

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[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 5

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest[b]	Additional Interest	Annual Collection Costs	Total Annual Installment Due[c]
2027	$ -	$ 5,918.27	$ (5,918.27)	$ 450.14	$ 3,378.92	$ 3,829.07
2028	$ 2,534.19	$ 14,299.18	$ -	$ 1,087.59	$ 3,446.50	$ 21,367.47
2029	$ 2,956.56	$ 14,162.97	$ -	$ 1,074.92	$ 3,515.43	$ 21,709.88
2030	$ 2,956.56	$ 14,004.05	$ -	$ 1,060.14	$ 3,585.74	$ 21,606.49
2031	$ 2,956.56	$ 13,845.14	$ -	$ 1,045.35	$ 3,657.46	$ 21,504.51
2032	$ 2,956.56	$ 13,686.22	$ -	$ 1,030.57	$ 3,730.60	$ 21,403.96
2033	$ 3,378.92	$ 13,527.31	$ -	$ 1,015.79	$ 3,805.22	$ 21,727.24
2034	$ 3,378.92	$ 13,345.69	$ -	$ 998.89	$ 3,881.32	$ 21,604.83
2035	$ 3,378.92	$ 13,164.07	$ -	$ 982.00	$ 3,958.95	$ 21,483.94
2036	$ 3,378.92	$ 12,982.46	$ -	$ 965.11	$ 4,038.13	$ 21,364.61
2037	$ 3,801.29	$ 12,800.84	$ -	$ 948.21	$ 4,118.89	$ 21,669.23
2038	$ 3,801.29	$ 12,544.25	$ -	$ 929.20	$ 4,201.27	$ 21,476.01
2039	$ 4,223.65	$ 12,287.67	$ -	$ 910.20	$ 4,285.29	$ 21,706.81
2040	$ 4,223.65	$ 12,002.57	$ -	$ 889.08	$ 4,371.00	$ 21,486.30
2041	$ 4,646.02	$ 11,717.47	$ -	$ 867.96	$ 4,458.42	$ 21,689.87
2042	$ 4,646.02	$ 11,403.87	$ -	$ 844.73	$ 4,547.59	$ 21,442.20
2043	$ 5,068.39	$ 11,090.26	$ -	$ 821.50	$ 4,638.54	$ 21,618.68
2044	$ 5,490.75	$ 10,748.14	$ -	$ 796.16	$ 4,731.31	$ 21,766.36
2045	$ 5,490.75	$ 10,377.52	$ -	$ 768.71	$ 4,825.93	$ 21,462.91
2046	$ 5,913.12	$ 10,006.89	$ -	$ 741.25	$ 4,922.45	$ 21,583.71
2047	$ 6,335.48	$ 9,607.76	$ -	$ 711.69	$ 5,020.90	$ 21,675.83
2048	$ 6,757.85	$ 9,180.11	$ -	$ 680.01	$ 5,121.32	$ 21,739.29
2049	$ 6,757.85	$ 8,723.96	$ -	$ 646.22	$ 5,223.75	$ 21,351.77
2050	$ 7,180.21	$ 8,267.80	$ -	$ 612.43	$ 5,328.22	$ 21,388.67
2051	$ 7,602.58	$ 7,783.14	$ -	$ 576.53	$ 5,434.79	$ 21,397.03
2052	$ 8,024.94	$ 7,269.96	$ -	$ 538.52	$ 5,543.48	$ 21,376.91
2053	$ 8,869.67	$ 6,728.28	$ -	$ 498.39	$ 5,654.35	$ 21,750.70
2054	$ 9,292.04	$ 6,129.58	$ -	$ 454.04	$ 5,767.44	$ 21,643.10
2055	$ 9,714.40	$ 5,502.37	$ -	$ 407.58	$ 5,882.79	$ 21,507.14
2056	$ 10,136.77	$ 4,846.64	$ -	$ 359.01	$ 6,000.44	$ 21,342.87
2057	$ 10,981.50	$ 4,162.41	$ -	$ 308.33	$ 6,120.45	$ 21,572.69
2058	$ 11,403.87	$ 3,421.16	$ -	$ 253.42	$ 6,242.86	$ 21,321.31
2059	$ 12,248.60	$ 2,651.40	$ -	$ 196.40	$ 6,367.72	$ 21,464.11
2060	$ 13,093.33	$ 1,824.62	$ -	$ 135.16	$ 6,495.07	$ 21,548.18
2061	$ 13,938.06	$ 940.82	$ -	$ 69.69	$ 6,624.97	$ 21,573.54
Total	**$ 217,518.20**	**$ 330,954.87**	**$ (5,918.27)**	**$ 24,674.91**	**$ 168,927.51**	**$ 736,157.21**

Footnotes:

[a] Interest on the Improvement Area #2 Bonds is calculated at a 5.375% and 6.750% rate for term bonds maturing 2035 and 2060, respectively, and is subject to change at final pricing.

[b] Assumes 6 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 RECORDING[1] 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: $217,518.20

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 §
§
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 6

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest[b]	Additional Interest	Annual Collection Costs	Total Annual Installment Due[c]
2027	$ -	$ 5,918.27	$ (5,918.27)	$ 450.14	$ 3,378.92	$ 3,829.07
2028	$ 2,534.19	$ 14,299.18	$ -	$ 1,087.59	$ 3,446.50	$ 21,367.47
2029	$ 2,956.56	$ 14,162.97	$ -	$ 1,074.92	$ 3,515.43	$ 21,709.88
2030	$ 2,956.56	$ 14,004.05	$ -	$ 1,060.14	$ 3,585.74	$ 21,606.49
2031	$ 2,956.56	$ 13,845.14	$ -	$ 1,045.35	$ 3,657.46	$ 21,504.51
2032	$ 2,956.56	$ 13,686.22	$ -	$ 1,030.57	$ 3,730.60	$ 21,403.96
2033	$ 3,378.92	$ 13,527.31	$ -	$ 1,015.79	$ 3,805.22	$ 21,727.24
2034	$ 3,378.92	$ 13,345.69	$ -	$ 998.89	$ 3,881.32	$ 21,604.83
2035	$ 3,378.92	$ 13,164.07	$ -	$ 982.00	$ 3,958.95	$ 21,483.94
2036	$ 3,378.92	$ 12,982.46	$ -	$ 965.11	$ 4,038.13	$ 21,364.61
2037	$ 3,801.29	$ 12,800.84	$ -	$ 948.21	$ 4,118.89	$ 21,669.23
2038	$ 3,801.29	$ 12,544.25	$ -	$ 929.20	$ 4,201.27	$ 21,476.01
2039	$ 4,223.65	$ 12,287.67	$ -	$ 910.20	$ 4,285.29	$ 21,706.81
2040	$ 4,223.65	$ 12,002.57	$ -	$ 889.08	$ 4,371.00	$ 21,486.30
2041	$ 4,646.02	$ 11,717.47	$ -	$ 867.96	$ 4,458.42	$ 21,689.87
2042	$ 4,646.02	$ 11,403.87	$ -	$ 844.73	$ 4,547.59	$ 21,442.20
2043	$ 5,068.39	$ 11,090.26	$ -	$ 821.50	$ 4,638.54	$ 21,618.68
2044	$ 5,490.75	$ 10,748.14	$ -	$ 796.16	$ 4,731.31	$ 21,766.36
2045	$ 5,490.75	$ 10,377.52	$ -	$ 768.71	$ 4,825.93	$ 21,462.91
2046	$ 5,913.12	$ 10,006.89	$ -	$ 741.25	$ 4,922.45	$ 21,583.71
2047	$ 6,335.48	$ 9,607.76	$ -	$ 711.69	$ 5,020.90	$ 21,675.83
2048	$ 6,757.85	$ 9,180.11	$ -	$ 680.01	$ 5,121.32	$ 21,739.29
2049	$ 6,757.85	$ 8,723.96	$ -	$ 646.22	$ 5,223.75	$ 21,351.77
2050	$ 7,180.21	$ 8,267.80	$ -	$ 612.43	$ 5,328.22	$ 21,388.67
2051	$ 7,602.58	$ 7,783.14	$ -	$ 576.53	$ 5,434.79	$ 21,397.03
2052	$ 8,024.94	$ 7,269.96	$ -	$ 538.52	$ 5,543.48	$ 21,376.91
2053	$ 8,869.67	$ 6,728.28	$ -	$ 498.39	$ 5,654.35	$ 21,750.70
2054	$ 9,292.04	$ 6,129.58	$ -	$ 454.04	$ 5,767.44	$ 21,643.10
2055	$ 9,714.40	$ 5,502.37	$ -	$ 407.58	$ 5,882.79	$ 21,507.14
2056	$ 10,136.77	$ 4,846.64	$ -	$ 359.01	$ 6,000.44	$ 21,342.87
2057	$ 10,981.50	$ 4,162.41	$ -	$ 308.33	$ 6,120.45	$ 21,572.69
2058	$ 11,403.87	$ 3,421.16	$ -	$ 253.42	$ 6,242.86	$ 21,321.31
2059	$ 12,248.60	$ 2,651.40	$ -	$ 196.40	$ 6,367.72	$ 21,464.11
2060	$ 13,093.33	$ 1,824.62	$ -	$ 135.16	$ 6,495.07	$ 21,548.18
2061	$ 13,938.06	$ 940.82	$ -	$ 69.69	$ 6,624.97	$ 21,573.54
Total	**$ 217,518.20**	**$ 330,954.87**	**$ (5,918.27)**	**$ 24,674.91**	**$ 168,927.51**	**$ 736,157.21**

Footnotes:

[a] Interest on the Improvement Area #2 Bonds is calculated at a 5.375% and 6.750% rate for term bonds maturing 2035 and 2060, respectively, and is subject to change at final pricing.

[b] Assumes 6 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 RECORDING[1] RETURN TO:

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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: $216,339.80**

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]
2027	$ -	$ 5,886.21	$ (5,886.21)	$ 447.70	$ 3,360.62	$ 3,808.32
2028	$ 2,520.46	$ 14,221.72	$ -	$ 1,081.70	$ 3,427.83	$ 21,251.71
2029	$ 2,940.54	$ 14,086.24	$ -	$ 1,069.10	$ 3,496.39	$ 21,592.27
2030	$ 2,940.54	$ 13,928.19	$ -	$ 1,054.39	$ 3,566.31	$ 21,489.44
2031	$ 2,940.54	$ 13,770.13	$ -	$ 1,039.69	$ 3,637.64	$ 21,388.01
2032	$ 2,940.54	$ 13,612.08	$ -	$ 1,024.99	$ 3,710.39	$ 21,288.00
2033	$ 3,360.62	$ 13,454.02	$ -	$ 1,010.29	$ 3,784.60	$ 21,609.53
2034	$ 3,360.62	$ 13,273.39	$ -	$ 993.48	$ 3,860.29	$ 21,487.79
2035	$ 3,360.62	$ 13,092.76	$ -	$ 976.68	$ 3,937.50	$ 21,367.56
2036	$ 3,360.62	$ 12,912.13	$ -	$ 959.88	$ 4,016.25	$ 21,248.87
2037	$ 3,780.70	$ 12,731.49	$ -	$ 943.07	$ 4,096.57	$ 21,551.84
2038	$ 3,780.70	$ 12,476.30	$ -	$ 924.17	$ 4,178.51	$ 21,359.67
2039	$ 4,200.77	$ 12,221.10	$ -	$ 905.27	$ 4,262.08	$ 21,589.21
2040	$ 4,200.77	$ 11,937.55	$ -	$ 884.26	$ 4,347.32	$ 21,369.90
2041	$ 4,620.85	$ 11,653.99	$ -	$ 863.26	$ 4,434.26	$ 21,572.37
2042	$ 4,620.85	$ 11,342.09	$ -	$ 840.15	$ 4,522.95	$ 21,326.04
2043	$ 5,040.93	$ 11,030.18	$ -	$ 817.05	$ 4,613.41	$ 21,501.57
2044	$ 5,461.00	$ 10,689.92	$ -	$ 791.85	$ 4,705.68	$ 21,648.44
2045	$ 5,461.00	$ 10,321.30	$ -	$ 764.54	$ 4,799.79	$ 21,346.63
2046	$ 5,881.08	$ 9,952.68	$ -	$ 737.24	$ 4,895.79	$ 21,466.78
2047	$ 6,301.16	$ 9,555.71	$ -	$ 707.83	$ 4,993.70	$ 21,558.40
2048	$ 6,721.24	$ 9,130.38	$ -	$ 676.32	$ 5,093.58	$ 21,621.52
2049	$ 6,721.24	$ 8,676.70	$ -	$ 642.72	$ 5,195.45	$ 21,236.10
2050	$ 7,141.31	$ 8,223.01	$ -	$ 609.11	$ 5,299.36	$ 21,272.79
2051	$ 7,561.39	$ 7,740.97	$ -	$ 573.41	$ 5,405.34	$ 21,281.11
2052	$ 7,981.47	$ 7,230.58	$ -	$ 535.60	$ 5,513.45	$ 21,261.10
2053	$ 8,821.62	$ 6,691.83	$ -	$ 495.69	$ 5,623.72	$ 21,632.86
2054	$ 9,241.70	$ 6,096.37	$ -	$ 451.58	$ 5,736.19	$ 21,525.85
2055	$ 9,661.78	$ 5,472.56	$ -	$ 405.37	$ 5,850.92	$ 21,390.63
2056	$ 10,081.85	$ 4,820.39	$ -	$ 357.07	$ 5,967.94	$ 21,227.24
2057	$ 10,922.01	$ 4,139.86	$ -	$ 306.66	$ 6,087.29	$ 21,455.82
2058	$ 11,342.09	$ 3,402.63	$ -	$ 252.05	$ 6,209.04	$ 21,205.80
2059	$ 12,182.24	$ 2,637.04	$ -	$ 195.34	$ 6,333.22	$ 21,347.83
2060	$ 13,022.40	$ 1,814.73	$ -	$ 134.42	$ 6,459.89	$ 21,431.44
2061	$ 13,862.55	$ 935.72	$ -	$ 69.31	$ 6,589.08	$ 21,456.67
Total	**$ 216,339.80**	**$ 329,161.93**	**$ (5,886.21)**	**$ 24,541.24**	**$ 168,012.35**	**$ 732,169.10**

Footnotes:

[a] Interest on the Improvement Area #2 Bonds is calculated at a 5.375% and 6.750% rate for term bonds maturing 2035 and 2060, respectively, and is subject to change at final pricing.

[b] Assumes 6 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.

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 March 3, 2026
Council Chambers, City Hall

Please take notice that on March 3, 2026 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 Improvement Area No. 1 and Improvement Area No. 2 of 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 Rolls (the *Proposed Assessment Rolls*), 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) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating 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) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District (collectively, the *Improvement Area #2 Projects*).

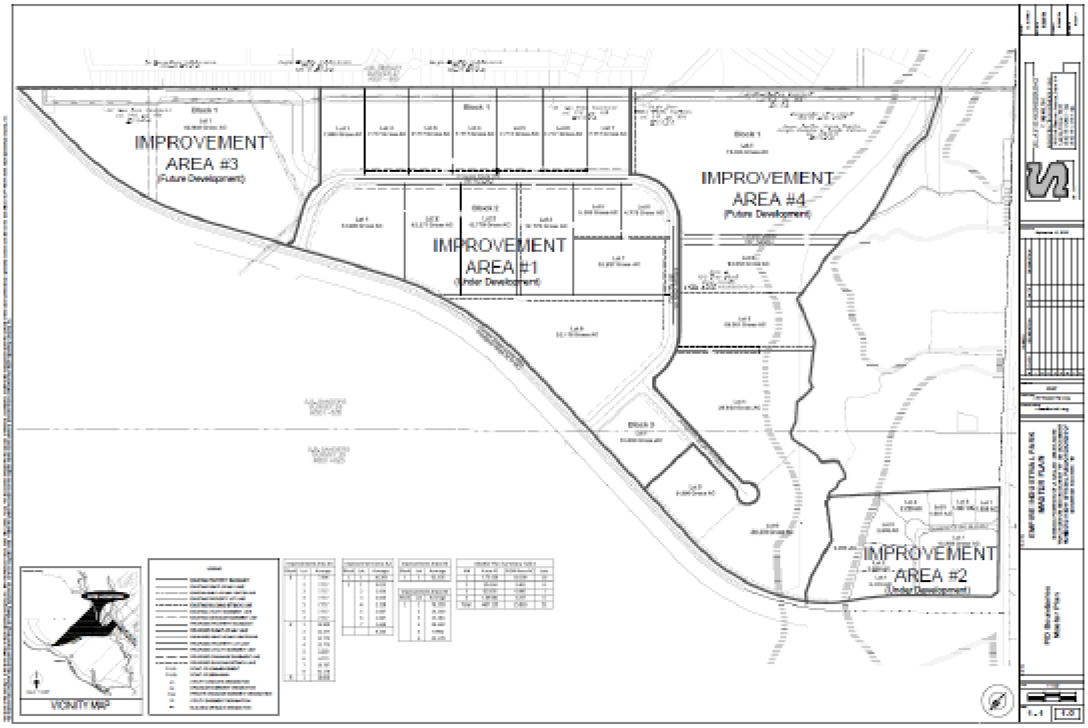
Estimated Cost of the Services and Improvements and Method of Assessment: The total costs of the Improvement Area #1 Projects, including the costs of creating the District and issuing the aforementioned revenue bonds, is approximately $12,000,000.

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).

Exhibit A

Map of District



RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS APPROVING AND AUTHORIZING THE DISTRIBUTION OF PRELIMINARY LIMITED OFFERING MEMORANDA FOR THE CITY OF EAGLE PASS, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #1 PROJECT) AND THE CITY OF EAGLE PASS, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #2 PROJECT); AND RESOLVING OTHER RELATED MATTERS

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the *PID Act*) authorizes the City of Eagle Pass, Texas (the *City*) to create a public improvement district within the jurisdiction of the City; and

WHEREAS, pursuant to Resolution No. 2023-54R adopted by the City Council of the City (the *City Council*) on November 7, 2023, the City has created the "Eagle Pass Public Improvement District No. 1" (the *District*); an

WHEREAS, the City intends to issue two series of bonds, to be designated "City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2026 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project)" (the *Improvement Area #1 Bonds*) and "City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2026 (Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project)" (the *Improvement Area #2 Bonds* and together with the Improvement Area #1 Bonds, the *Bonds*) to fund certain improvements in the District as authorized by the PID Act; and

WHEREAS, in connection with the marketing of the Improvement Area #1 Bonds, the City Council shall approve and authorize the preparation and distribution of a Preliminary Limited Offering Memorandum relating to the Improvement Area #1 Bonds (the *Improvement Area #1 PLOM*) and in connection with the marketing of the Improvement Area #2 Bonds, the City Council shall approve and authorize the preparation and distribution of a Preliminary Limited Offering Memorandum relating to the Improvement Area #2 Bonds (the *Improvement Area #2 PLOM* and together with the Improvement Area #1 PLOM, the *PLOMs*); and

WHEREAS, this City Council finds and determines that it is necessary and in the best interests of the City to authorize the preparation and distribution of the PLOMs and authorize the use of the Improvement Area #1 PLOM in the offering and sale of the Improvement Area #1 Bonds and the Improvement Area #2 PLOM in the offering and sale of the Improvement Area #2 Bonds by their underwriter, Jeffries LLC (the *Underwriter*), under the conditions outlined herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SINTON, TEXAS AS FOLLOWS:

SECTION 1. The City Council hereby approves the PLOMs, in the forms attached hereto as Exhibit A-1 and Exhibit A-2 as presented to the City Council in conjunction with and as a part of this Resolution.

SECTION 2. The City Council deems the PLOMs "final," within the meaning of Rule 15c2-12 issued by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 (the *Rule*), as of their date, except for the omission of information specified in Section (b)(1) of the Rule, as permitted by Section (b)(1) of the Rule.

SECTION 3. The City Council hereby authorizes the Improvement Area #1 PLOM to be used by the Underwriter in connection with the initial marketing and sale of the of Improvement Area #1 Bonds and the Improvement Area #2 PLOM to be used by the Underwriter in connection with the initial marketing and sale of the of Improvement Area #2 Bonds.

SECTION 4. The recitals contained in the preamble hereof are hereby found to be true and correct; and such recitals are hereby incorporated by reference and made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 5. 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 ordained herein.

SECTION 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. If any provision, section, subsection, sentence, clause, or phrase of this Resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Resolution or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this Resolution are declared to be severable for that purpose.

SECTION 8. The City Council hereby officially finds, determines, and declares 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 9. This Resolution shall take effect and become effective upon passage and execution hereof.

* * *

PASSED AND ADOPTED on the 3rd day of February, 2026.

CITY OF EAGLE PASS, TEXAS

____
Mayor

ATTEST:

____
City Secretary

Exhibit A-1

PRELIMINARY LIMITED OFFERING MEMORANDUM

CITY OF EAGLE PASS, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #1 PROJECT)

Exhibit A-2

PRELIMINARY LIMITED OFFERING MEMORANDUM

CITY OF EAGLE PASS, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #2 PROJECT)

Texas Cottage Food Law – Home Based Food Operation

Texas Cottage Food Law

THE TEXAS COTTAGE FOOD LAW ALLOWS INDIVIDUALS TO PREPARE AND SELL CERTAIN LOW-RISK FOODS FROM THEIR HOME KITCHEN WITHOUT NEEDING A COMMERCIAL KITCHEN OR A FOOD PERMIT, AS LONG AS SPECIFIC RULES ARE FOLLOWED.

THE BASICS OF THE LAW

As of September 1, 2025 (the last update of the Texas Cottage Food Law) you may sell any homemade food items directly to consumers, EXCEPT:

- Meat, meat products, poultry, or poultry products;
- Seafood, including seafood products, fish, fish products, shellfish, and shellfish products;
- Ice or ice products, including shaved ice, ice cream, frozen custard, popsicles, and gelato;
- low-acid canned goods;
- Products containing cannabidiol or tetrahydrocannabinol; or
- Raw milk and raw milk products.

WHY THESE FOODS ARE PROHIBITED

- These are high-risk (TCS) foods that support rapid bacterial growth. (A TCS is a food that requires time and temperature control for safety (TCS) to limit pathogen growth or toxin production. TCS foods must be stored and delivered at the air temperature to achieve an internal temperature (41ºF or below for cold items and 135ºF or above for hot items) necessary to prevent the growth of bacteria that may cause illness or harm.)
- Improper handling can cause serious foodborne illnesses (Salmonella, E. coli, Listeria).
- No Regulatory Oversight, home kitchens are not routinely inspected by health authorities.
- These foods require special equipment, temperature controls, or government inspection that home kitchens do not have.

Reference: 2026 Texas Cottage Food Law - Texas Health & Safety Code, Chapter 437 / Texas Food Establishment Rules 25 TAC §§228

WHY THESE FOODS ARE PROHIBITED

- Cross Contamination, home kitchens often share space with: Pets, Personal Items, Raw Foods, family members or visitors may handle food unintentionally.
- Unsafe Food Sources, Ingredients may come from unapproved or unknown sources and Traceability is limited if a foodborne illness occurs.
- No Illness Tracking, Without licensing or permits, it is difficult to investigate or control foodborne illness outbreaks.
- Lack of Training, Food prepared at home may be handled by individuals without food safety training and Increases the risk of improper hygiene and food handling.
- Homemade foods pose increased public health risks due to the lack of inspection, temperature control, sanitation, traceability, and food safety oversight.

Texas Food Establishment Rules

§228.62. Approved Sources. - (1) Food shall be obtained from sources that comply with applicable laws and are licensed by the state regulatory authority having jurisdiction over the processing and distribution of the food.

(2) Food prepared in a private home, except as allowed in §228.223 (Bed and Breakfast) of this title, or from an unlicensed food manufacturer or wholesaler, is considered to be from an unapproved source and may not be used or offered for human consumption in a food establishment

Subchapter F. Physical Facilities. - (k) Private homes and living or sleeping quarters, use prohibition. A private home, a room used as living or sleeping quarters, or an area directly opening into a room used as living or sleeping quarters may not be used for conducting food establishment operations.

Reference: Texas Food Establishment Rules 25 TAC §§228

ALLOWED FOODS

Selling homemade food in Texas? Know the law!

As of September 1, 2025, only a few foods are excluded from direct-to-consumer sales.

Allowed for direct sales:

- Everything that is not excluded
- Baked goods including those requiring refrigeration
- Candy
- Canned, acidified, or fermented foods with a pH of 4.6 or less
- Popcorn, cereal, dry mixes, trail mix
- Vegetarian casseroles
- Chocolate or candy-dipped fruit
- Cream pies, flan, custard pies, pumpkin pies, tres leches cake
- Cheese and cut fruit
- Cookie dough
- Banana pudding
- Fresh salsa
- Beverages (must leave home kitchen packaged and labeled)

Excluded:

- **Meat, meat products, poultry, poultry products;**
- **Seafood, seafood products, fish, shellfish, shellfish products;**
- **Ice or ice products, including shaved ice, ice cream, frozen custard, popsicles, and gelato;**
- **Low-acid canned goods;**
- **Products containing CBD or THC; or**
- **Raw milk or raw milk products.**

- Only foods that do not require refrigeration may be sold at wholesale through a cottage food vendor.
- Free online registration required for selling refrigerated foods directly to the consumer.

Homemade Texas

Visit homemadetexas.org for full details

Reference: 2026 Texas Cottage Food Law

Other allowed foods…

Other allowed foods…

If it's not excluded, it's allowed. Here are some other examples.

- ✓ Marshmallow cereal treats, plain or dipped in chocolate/candy coating
- ✓ Dried pasta
- ✓ Pretzels
- ✓ Tortillas
- ✓ Doughnuts
- ✓ Cake balls
- ✓ Maple syrup/cane syrup
- ✓ Vanilla extract
- ✓ Nut butters
- ✓ Ghee
- ✓ Energy/protein bars
- ✓ Deviled eggs
- ✓ Dehydrated fruits and vegetables
- ✓ Mustard
- ✓ Vinegar
- ✓ Hot cocoa drink mix
- ✓ Dried herb/spice mixes
- ✓ Dried soup mixes
- ✓ Seasoned salt
- ✓ Trail mix
- ✓ Take-and-bake vegetarian meals
- ✓ Cookie kits (cookies + icing + sprinkles)
- ✓ Pancakes and crepes

Other not allowed foods…

This list contains **examples** of foods that are not allowed as cottage foods. Just because a food is not explicitly listed here does not mean it is allowed.

- ✗ Brisket, beef, pork, chicken, fish - any meat product
- ✗ Low-acid fruit butters like pumpkin or banana
- ✗ Bacon (including bacon on cupcakes, candied bacon, and chocolate covered bacon)
- ✗ Charcuterie boards with any kind of meat
- ✗ Popsicles, ice cream, sorbets, sherberts, ice products
- ✗ Low-acid canned foods like canned vegetables or baby food

Reference: 2026 Texas Cottage Food Law

LICENSING

A cottage food production operation is exempt from the requirements of a food service establishment and does not have to comply with the Texas Food Establishment Rules. Health departments do not have regulatory authority to conduct inspections of a cottage food production operation or require any payment of fee to produce, sell, or provide samples directly to a consumer or cottage food vendor.

Reference: Texas Cottage Food Production | Texas DSHS

COMPLIANCE

the Department of State Health Services, or local health authority, has authority to act to prevent an immediate and serious threat to human life or health through emergency order, recall orders and delegation of powers or duties. Health departments are required to maintain records of all complaints against a cottage food production operation.