Bella Fortuna Public Improvement District

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

MARCH 19, 2024

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

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INTRODUCTION

Capitalized terms used in this Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this Amended and Restated Service and Assessment Plan or an Exhibit attached to and made a part of this Amended and Restated Service and Assessment Plan for all purposes.

On October 31, 2017, the Travis County Commissioner's Court (the "Commissioners Court") authorized by resolution the formation of the Bella Fortuna Public Improvement District (the "District"), which authorization was effective upon publication of the resolution, in accordance with Chapter 372, Texas Local Government Code, as amended (the "Act"). The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 158.2 acres located entirely within the County and the extraterritorial jurisdiction of the City, as described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**.

On December 1, 2020, the Commissioners Court approved the Original Service and Assessment Plan, which, among other things, included a Service Plan, an Assessment Plan, an Assessment Roll for the District, and the Original Funding Agreement; made a finding of the special benefit to the property within the District, levied Assessments against Assessed Property and established a lien on such property, and established a method of assessment and the payment of the Assessments in accordance with the Act.

On September 7, 2021, the Commissioners Court approved the 2021 Annual Service Plan update for the District which also updated the Assessment Roll for 2021.

On August 30, 2022, the Commissioners Court approved the 2022 Annual Service Plan update for the District which also updated the Assessment Roll for 2022.

On September 26, 2023, the Commissioners Court approved the 2023 Annual Service Plan update for the District which also updated the Assessment Roll for 2023.

On March 19, 2024, the County and TCDA approved and authorized the Amended and Restated Funding Agreement, which amended and restated the Original Funding Agreement in its entirety.

Pursuant to the PID Act, a service and assessment plan must be reviewed and updated at least annually. This document is the Amended and Restated Service and Assessment Plan, which serves to amend and restate the Original Service and Assessment Plan in its entirety for the purposes of

(1) incorporating provisions relating to the TCDA's issuance of PID Bonds, and (2) updating the Assessment Roll.

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

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

The Act requires an assessment roll that states the Assessment against each Parcel determined by the method chosen by the Commissioners Court (as updated from time to time and which may be in one or more parts, the "Assessment Roll"). The Assessment against each Parcel must be sufficient to pay the share of the Actual Costs apportioned to the Parcel and cannot exceed the special benefit conferred on the Parcel by the Authorized Improvements. The Assessment Roll is included in this Amended and Restated Service and Assessment Plan as **Exhibit F.**

The Act permits the Commissioners Court to enter into an agreement with a corporation created by the County under the Texas Constitution or other law that provides for payment of amounts that may be pledged under the PID Act to such corporation to secure indebtedness issued by the corporation to finance an improvement project, including indebtedness to pay capitalized interest, fund a reserve fund permitted by the PID Act, and pay the corporation's costs of issuance. Additionally, the Commissioners Court may enter into an agreement with a corporation to manage one or more of the County's public improvement districts. Pursuant to the LGC Act, the County has created the TCDA to aid, assist, and act on behalf of the County in the performance of the County's general functions, including but not limited to managing public improvement districts created by the County under the PID Act. Pursuant to the PID Act and the LGC Act, the County and the TCDA have entered into the Management Contract pursuant to which the TCDA agreed to provide management and administrative services for public improvement districts created by the Commissioners Court and, when requested by the Commissioners Court, consider the issuance of PID Bonds. Pursuant to the PID Act and the LGC Act, the County and the TCDA intend to enter into one or more Funding Agreements for the transfer of Assessment Revenues to the TCDA for the payment of the Actual Costs of the Authorized Improvements or, if PID Bonds are issued by the TCDA, the payment thereof.

SECTION I: DEFINITIONS

"2021 Annual Service Plan Update" means the 2021 Annual Service Plan Update passed and approved by the Commissioners Court on September 7, 2021.

"2022 Annual Service Plan Update" means the 2022 Annual Service Plan Update passed and approved by the Commissioners Court on August 30, 2022.

"2023 Annual Service Plan Update" means the 2023 Annual Service Plan Update passed and approved by the Commissioners Court on September 26, 2023.

"Acquisition and Reimbursement Agreement" means that certain "Bella Fortuna Public Improvement District Acquisition and Reimbursement Agreement" effective May 28, 2019, entered into by and among the County, TCDA and Owner, whereby all or a portion of the Actual Costs will be paid to the Owner from Assessments to reimburse the Owner for Actual Costs paid by the Owner, plus interest, that are eligible to be paid with Assessments.

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

"Actual Costs" means, with respect to each Authorized Improvement, the Owner's demonstrated, reasonable, allocable, and allowable costs of constructing the Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the County or the TCDA and in an amount not to exceed the amount for the Authorized Improvement as set forth in the Service and Assessment Plan. Actual Costs may include:

(1) the costs incurred by or on behalf of the Owner (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction, and/or implementation of the Authorized Improvement,

(2) the fees paid for obtaining permits, licenses or other governmental approvals for the Authorized Improvement,

(3) Construction Management Fees,

(4) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services,

(5) all labor, bonds and materials, including equipment and fixtures, by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvements, and

(6) all related permitting and public approval expenses, architectural, engineering, and consulting fees, taxes, governmental fees and charges, insurance premiums.

"Additional Interest" means amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the interest rate, not to exceed 0.50%, charged on Assessments securing PID Bonds, as authorized by Section 372.018 of the PID Act.

"Administrator" means the County or TCDA or the person or independent firm designated by the County or TCDA who shall have the responsibilities provided in this Amended and Restated Service and Assessment Plan, the Indenture, or any other agreement or document approved by the County or TCDA related to the duties and responsibilities of the administration of the District.

"Amended and Restated Funding Agreement" means that certain Amended and Restated Bella Fortuna Public Improvement District Funding Agreement dated March 19, 2024, which amends and restates the Original Funding Agreement in its entirety, the form of which is attached as **Exhibit N**, as such agreement may be amended from time to time.

"Annual Collection Costs" mean the actual or budgeted costs and expenses related to the creation and operation of the District, including, but not limited to, costs and expenses for:

(1) the Administrator;

(2) County staff;

(3) TCDA staff;

(4) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the County and TCDA;

(5) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments;

(6) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates;

(7) paying or redeeming PID Bonds;

(8) investing or depositing Assessments and Annual Installments;

(9) complying with this Amended and Restated Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements;

(10) the TCDA Depository Bank, the paying agent/registrar and Trustee in connection with the PID Bonds, including their respective legal counsel; and

(11) administering the construction of the Authorized Improvements.

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

"Annual Installment" means the annual installment payment on the Assessment as calculated by the Administrator and approved by the Commissioners Court, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, if applicable.

"Annual Service Plan Update" means an update to any Service and Assessment Plan, prepared no less frequently than annually by the Administrator, and approved by the Commissioners Court.

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

"Assessment" means an assessment levied against a Parcel within the District and imposed pursuant to an Assessment Order and the provisions herein of this Amended and Restated Service and Assessment Plan, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

"Assessment Order" means an order adopted by the Commissioners Court in accordance with the PID Act that levies an Assessment.

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

"Assessment Revenues" means monies received by or on behalf of the County from the collection of the Assessments levied against an Assessed Property, including: (1) Annual Installments, (2) Prepayments, (3) Delinquent Collection Costs, and (4) Foreclosure Proceeds.

"Assessment Roll" means the assessment roll for the Assessed Property within the District and included in this Amended and Restated Service and Assessment Plan as **Exhibit F** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act**.**

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act as more specifically described in **Section III** and depicted on **Exhibit I**.

"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, County costs, capitalized interest, reserve fund requirements, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

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

"City" means the City of Austin, Texas.

"Commissioners Court" means the governing body of the County.

"Construction Costs" means the actual cost for a selected construction contractor to construct an Authorized Improvement, excluding Preconstruction Costs, Contract Management Fees, and Non-Eligible Costs.

"Construction Management Fee" means the costs, incurred by or on behalf of Owner or a third party construction manager, for general oversight of preconstruction and construction of an Authorized Improvement, including testing and materials, inspection, quality assurance/quality control, permitting, change order and claim investigations and resolutions, warranty period monitoring and reporting of deficiencies, and other construction management services and is equal to four percent of Construction Costs.

"Contract Assessment Revenues" means the Assessment Revenues required to be paid by the County to the TCDA pursuant to the provisions of a Funding Agreement for deposit into a segregated account held by the TCDA Depository Bank for the payment of Actual Costs of the Authorized Improvements, or, if PID Bonds are issued by the TCDA, for deposit into a segregated fund held by the Bond Trustee for the payment of PID Bonds under the applicable Indenture.

"County" means Travis County, Texas.

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

"District" means this Bella Fortuna Public Improvement District containing approximately 158.2 acres located within the County and the extraterritorial jurisdiction of the City, more specifically described in **Exhibit A,** and shown on **Exhibit B.**

"Eligible Costs" means those costs determined by the County to be reasonably necessary to survey, design, permit, investigate, and construct an Authorized Improvement. Eligible Costs for an Authorized Improvement consist of Preconstruction Costs, Construction Costs, and the Construction Management Fee.

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

“Foreclosure Proceeds” means the proceeds, including interest and penalty interest, received by the County from the enforcement of the Assessments against any Assessed Property, by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

“Funding Agreement” means any Funding Agreement by and between the County and the TCDA under which the County will make or cause to be made payments of Contract Assessment Revenues to the TCDA who will deposit such revenues in a segregated fund held by the TCDA Depository Bank to be used to reimburse the Owner for Actual Costs paid by the Owner that are eligible to be paid with Assessments or, if PID Bonds are issued by the TCDA, to the applicable Bond Trustee under any Indenture for the payment of PID Bonds.

“Indenture” means an Indenture of Trust entered into in connection with the issuance of PID Bonds, amended from time to time, between the County or TCDA and the Bond Trustee setting forth terms and conditions related to the PID Bonds.

“LGC Act” means subchapter D of Chapter 431, Texas Transportation Code, as amended.

“Lot” means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, single family residential, etc.), as determined by the Administrator and confirmed by the Commissioners Court. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as determined by the Administrator and confirmed by the Commissioners Court.

“Lot Type 1” means a lot designated as a 40’ lot by the Owner, as shown on **Exhibit L**.

“Lot Type 2” means a lot designated as a 50’ lot by the Owner, as shown on **Exhibit L**.

“Lot Type 3” means a lot designated as a 60’ lot by the Owner, as shown on **Exhibit L**.

“Lot Type Commercial” means a lot designated for commercial, retail, or office uses by the Owner, as shown on **Exhibit L**.

“Maximum Assessment” means, for each Lot Type, the amount shown on **Exhibit M**.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefited Property at the time the Assessments (1) are imposed or (2) are reallocated pursuant to a subdivision of a Parcel that is not assessed.

“Non-Eligible Costs” means the cost of improvements that are not Actual Costs.

“Original Funding Agreement” means that certain Bella Fortuna Public Improvement District Funding Agreement, dated December 1, 2020, by and between the County and TCDA relating to the District, under which the County will make or cause to be made payments of Assessment Revenues to the TCDA who will deposit such revenues in a segregated fund held by the TCDA Depository Bank to be used to reimburse the Owner for Actual Costs of the Authorized Improvements paid by the Owner.

“Original Service and Assessment Plan” means the Service and Assessment Plan passed and approved by Commissioners Court on December 1, 2020, which approved the Assessment Roll, made a finding of the special benefit to the property within the District, and levied Assessments against Assessed Property within the District.

“Owner” means Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, successor in interest to Views at Onion Creek, LP, a Texas limited partnership and any successor owner of property in the District or any portion thereof.

“Owner Contribution” means funds to be paid by Owner for the Actual Costs in excess of the Assessment and not available for reimbursement from the PID.

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

“Phase 1 Plat” means the Bella Fortuna Phase 1 Subdivision (a Small Lot Subdivision), Plat containing approximately 32.039 acres, according to the map or plat thereof recorded in Document Number 201900257 of the Official Public Records, Travis County, Texas, attached in **Appendix A**.

“Phase 2 Plat” means the Bella Fortuna Phase 2 Subdivision, containing approximately 18.620 acres, according to the map or plat thereof recorded in Document Number 202000234 of the Official Public Records, Travis County, Texas, attached in **Appendix A.**

“PID Bonds” means a series of bonds to be issued by the County or, on its behalf, by the TCDA, in one or more series, including the Travis County Development Authority Contract Assessment Revenue Bonds, Series 2024 (Bella Fortuna Public Improvement District), to finance the Authorized Improvements that confer special benefit on the District, which may include funds for any required reserves and amounts necessary to pay the Bond Issuance Costs, and to be secured by a pledge of Assessment Revenues or Contract Assessment Revenues, as applicable, pursuant to the authority granted in the Act, for the purposes of (i) financing the Actual Costs of Authorized

Improvements and related costs, and (ii) reimbursement for Actual Costs paid prior to the issuance of and payment for the PID Bonds.

"Preconstruction Costs" means those costs determined by the County to be reasonably necessary to complete the engineering, geotechnical, environmental, survey, utility adjustment, right-of-way-acquisition, submittal fees, recording fees, inspection fees, stormwater pollution prevention plan costs, and similar costs and services that are required before construction of an Authorized Improvement can begin.

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

"Prepayment Costs" mean interest and Annual Collection Costs incurred up to the date of Prepayment.

"Public Improvements" means the Authorized Improvements which benefit the Assessed Property, and are described in **Section III.A** hereto and depicted in **Exhibit I**.

"Service Plan" covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements.

"TCDA" means Travis County Development Authority, a local government corporation organized under subchapter D of Chapter 431 of the Texas Transportation Code, its successors and assigns.

"TCDA Depository Bank" means the depository bank, with trust powers, selected by TCDA.

"West Bella Fortuna Phase 1 Final Plat" means the West Bella Fortuna Phase 1 (a Small Lot Subdivision), Plat containing approximately 45.833 acres, according to the map or plat thereof recorded in Document Number 202300027 of the Official Public Records, Travis County, Texas, attached in **Appendix A.**

"West Bella Fortuna Phase 2 Final Plat" means the West Bella Fortuna Phase 2 (a Small Lot Subdivision), Plat containing approximately 20.00 acres, according to the map or plat thereof recorded in Document Number 202200064 of the Official Public Records, Travis County, Texas, attached in **Appendix A.**

"West Bella Fortuna Phase 3 Final Plat" means the West Bella Fortuna Phase 3 (a Small Lot Subdivision), Plat containing approximately 27.795 acres, according to the map or plat thereof recorded in Document Number 202200240 of the Official Public Records, Travis County, Texas, attached in **Appendix A.**

SECTION II: THE DISTRICT

The District includes approximately 158.2 contiguous acres located within the County and the extraterritorial jurisdiction of the City, as more particularly described by metes and bounds on **Exhibit A** and depicted on **Exhibit B.** Development of the District is anticipated to include approximately 529 single-family homes and 26,136 square feet of commercial space.

SECTION III: AUTHORIZED IMPROVEMENTS

The Commissioners Court, based on information provided by the Owner and the Owner's engineer and after review by the County staff and third-party consultants retained by the County and TCDA, determined that the Authorized Improvements confer a special benefit on the Assessed Property. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C**.

A. Public Improvements

- *Water Quality and Detention Ponds*

  The District is located within the Onion Creek watershed. The storm water detention facilities for the District will be reviewed and approved by the Travis County Transportation and Natural Resources Department and/or the City in accordance with Travis County Code Title 30, Austin/Travis County Subdivision Regulations.

- *Bella Fortuna Drive*

  Includes approximately 2,400 linear feet of collector road that runs east and west through the District. This collector road is accessible to all the District and creates ingress and egress to future Pleasant Valley Road as well as a future connection to the existing IH-35 access road.

- *Bella Fortuna Drive Waterline*

  Includes an approximately 2,100 linear feet of 24-inch waterline located in Bella Fortuna Drive. This waterline connects to the City's 42-inch waterline already in place and is the backbone of water service to the community. The future connection of this waterline to the City's waterline adjacent to the IH-35 access road will create a secondary source of water for the District.

- *Offsite Wastewater*

  Includes approximately 6,100 linear feet of wastewater main from the Rinard Creek 30-inch tunnel to the southernmost intersection of the Pleasant Valley Road project and Bradshaw Road. Wastewater service will be provided by Austin Water Utility. The main may be oversized to serve the City's projected development of the entire sewer shed and will provide for connection of future development in the sewer shed to the wastewater main installed by the Owner. Any oversizing requested by the City will be paid for by the Owner. The District will not be responsible for any costs related to any oversizing, such as engineering, project management, and construction costs.

- *Parks & Trails*

  Includes approximately 10,600 linear feet of 10-foot-wide concrete hike and bike trails and two neighborhood parks. All trails and parks to be constructed will be open to the public.

- *Lift Station*

  Includes a lift station design based on the City of Austin's Utility Criteria Manual for average daily flow of 245 gallons per day per LUE (Living Unit Equivalent). Based on this requirement, the lift station should have a minimum capacity of 243 gallons per minute ("gpm") to handle peak wet weather flow generated by the service area. A design flow of 290 gpm was used for the pump capacity. Approximately 1,370 linear feet 6" HDPE, DR 11 force main pipe is proposed to convey discharge to a manhole to be installed on an 8" stub off of the 8" gravity line to be installed within Comano Drive right of way. The entire length of the force main will be contained within the public right of way. The lift station along with an access roadway will be installed on a 0.42-acre lot platted with the West Bella Fortuna Phase 1 Final Plat. No additional easement will be required.

B. Bond Issuance Costs

- *Debt Service Reserve Fund*

  Equals the amount required under an Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*

  Equals the amount required under an Indenture in connection with the issuance of PID Bonds.

- *Underwriter's Discount*

  Equals a percentage of the par amount of a series of PID Bonds plus a fee for underwriter counsel. Percentages and fees will be determined at time of the PID Bonds issuance.

- *Cost of Issuance*

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

C. First Year Annual Collection Costs

Includes the estimated Annual Collection Costs for the first year following the levy of Assessments.

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 must be reviewed and updated, at least annually, and approved by the Commissioners Court. **Exhibit D** summarizes the Service Plan for the District.

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

SECTION V: ASSESSMENT PLAN

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

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

A. Assessment Methodology

The Commissioners Court, acting in its legislative capacity based on information provided by the Owner and the Owner's engineer and reviewed by the County staff and by third-party consultants retained by the County, has determined that the Authorized Improvements shall be allocated to each Parcel within the District based on Estimated Buildout Value. The allocation of Assessments between Lots is shown on **Exhibit M**.

B. Assessments

Assessments will be levied on each Parcel as shown on the Assessment Roll, attached hereto as **Exhibit F**. The projected Annual Installments are shown on **Exhibit G-1**. Upon subdivision of any Parcel by final plat, Assessments will be reallocated pursuant to **Section VI**.

C. Findings of Special Benefit

The Commissioners Court, acting in its legislative capacity based on information provided by the Owner and the Owner's engineer and reviewed by the County staff and by third-party consultants retained by County or TCDA, has found and determined:

1. The Authorized Improvements equal $11,383,949 as shown on **Exhibit C**; and
2. The Assessed Property receives special benefit from the Authorized Improvements equal to or greater than the Actual Cost of the Authorized Improvements; and
3. The Assessed Property was allocated 100% of the Assessments levied for the Authorized Improvements, which equal $10,000,000, of which $7,669,000 remains outstanding[1], as shown on the Assessment Roll attached hereto as **Exhibit F**; and
4. The special benefit (≥ $11,383,949) received by the Assessed Property from the Authorized Improvements is equal to or greater than the amount of the Assessments ($10,000,000) levied on the Assessed Property for the Authorized Improvements; and
5. At the time the Commissioners Court approved the Original Service and Assessment Plan, the Owner owned 100% of the Assessed Property. The Owner has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Owner has ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the Commissioners Court as to the special benefits

[1] The outstanding Assessment remaining does not include approximately $1,786,000.00 in required principal reduction of the outstanding Assessment for the issuing of PID Bonds or the $190,000.00 principal payment due January 31, 2024, which will be used to pay debt service due September 1, 2024.

described herein and the Assessment Order; (2) the Original Service and Assessment Plan and the Assessment Order, and (3) the levying of Assessments on the Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. 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. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

E. Additional Interest

Upon the issuance of PID Bonds, the interest rate on Assessments levied on the Assessed Property may exceed the interest rate on such PID Bonds by the Additional Interest Rate. Following the issuance of PID Bonds, Additional Interest shall be collected as part of each Annual Installment and shall be deposited into a reserve account and segregated from other funds of the County and the TCDA, as applicable, pursuant to the applicable Indenture.

F. Funding Agreements

The County intends to enter into one or more Funding Agreements, substantially in the form of the Amended and Restated Funding Agreement attached to this Amended and Restated Service and Assessment Plan as **Exhibit N**, with the TCDA under which the County will make or cause to be made certain payments of Contract Assessment Revenues to the TCDA, which will deposit such revenues in a segregated fund held by the TCDA Depository Bank to be used to reimburse the Owner for Actual Costs of the Authorized Improvements paid by the Owner or for the payments of PID Bonds, in accordance with provisions of the respective Funding Agreement. Concurrently, with the adoption of the Assessment Order, the County and TCDA entered into the Original Funding Agreement. The County and the TCDA entered into Original Funding Agreement on December 1, 2020, and entered into the Amended and Restated Funding Agreement on March 19, 2024.

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SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

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

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

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

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Amended and Restated Service and Assessment Plan approved by the Commissioners Court.

2. Upon Subdivision by a Recorded Subdivision Plat

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

A = [B x (C ÷ D)]/E

Where the terms have the following meanings:
A = the Assessment for the newly subdivided Lot
B = the Assessment for the Parcel prior to subdivision

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

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

E= the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the County an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Estimated Buildout Value for a Lot shall be performed by the Administrator and confirmed by the Commissioners Court based on information provided by the Owner, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot.

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

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the Commissioners Court in the next Annual Service Plan Update. The Assessment for any resulting lot will not exceed the Maximum Assessment for the applicable Lot Type, and compliance may require a true-up of Assessment pursuant to **Section VI.B**.

B. True-Up of Assessments if Maximum Assessment Exceeded

If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the Maximum Assessment, the owner of the Assessed Property must partially prepay the Assessment for each Assessed Property that exceeds the Maximum Assessment in an amount sufficient to reduce the Assessment to the Maximum Assessment.

If the consolidation of any Assessed Properties within the District causes the Assessment per Lot for any Lot Type to exceed the Maximum Assessment, the owner of the Assessed Property requesting the consolidation must partially prepay the Assessment for each Assessed Property that exceeds the Maximum Assessment in an amount sufficient to reduce the Assessment to the

Maximum Assessment and, if applicable, the amount owed under the Acquisition and Reimbursement Agreement applicable to the Parcel shall be reduced, accordingly.

C. Mandatory Prepayment of Assessments

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

D. Reduction of Assessments

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

The Administrator shall update, and submit to the Commissioners Court for review and approval as part of the next Annual Service Plan Update, the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with interest and Annual Collection Costs through the Prepayment date: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the Commissioners Court as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the County shall provide the owner with a recordable "Notice of PID Assessment Lien Termination" a form of which is attached as **Exhibit J**.

If an Assessment is paid in part, with interest through the Prepayment date: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the Commissioners Court as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced.

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

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

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

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

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

Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be $90 and the Annual Installments adjusted accordingly.

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

G. Payment of Assessment in Annual Installments

Exhibit G-1 shows the estimated Annual Installments for the District. Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the Commissioners Court 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. Other than changes relating to Annual Collection Costs, the Annual Installments shall not exceed what is shown on **Exhibit G-1**. Annual Collection Costs shall be allocated pro rata based on the amount of outstanding Assessments among Parcels for which the Assessments remain unpaid. Annual Installments shall be collected by the County in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the County. The Commissioners Court may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

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

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 were billed and due prior to February 1, 2022.

SECTION VII: ASSESSMENT ROLL

The Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the Commissioners Court for review and approval proposed revisions to the Assessment Roll and 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 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following Commissioners Court approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the Commissioners Court and the owner within 30 days of such referral. The Commissioners Court shall consider the owner's notice of error and the Administrator's response at a meeting of the Commissioners Court, and within 30 days after closing such hearing, the Commissioners Court shall make a final determination as to whether or not an error has been made. If the Commissioners Court determines that an error has been made, the Commissioners Court shall take such corrective action as is authorized by the PID Act, this Amended and Restated Service and Assessment Plan, the Assessment Order, or is otherwise authorized by the discretionary power of the Commissioners Court. The determination by the Commissioners Court as to whether an error has been made, and any corrective action taken by the Commissioners Court, shall be final and binding on the owner and the Administrator.

B. Amendments

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

C. Administration and Interpretation

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

D. Concurrence between County and TCDA

The County and the TCDA have entered into a contract pursuant to which the TCDA agreed to provide management and administrative services for public improvement districts created by the Commissioners Court, including the District.

E. Form of Buyer Disclosure

In accordance with Section 5.014 of the Texas Property Code, as amended, this Amended and Restated 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 **Exhibit H-1, Exhibit H-2, Exhibit H-3, Exhibit H-4,** and **Exhibit H-5**. Within seven days of approval by the Commissioners Court, the County shall file and record in the real property records of the County the executed order approving this Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed order, including any attachments, approving this Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in its entirety.

F. Severability

If any provision of this Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

EXHIBITS & APPENDICES

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

Exhibit A	District Legal Description
Exhibit B	District Boundary Map
Exhibit C	Authorized Improvements Budget
Exhibit D	Service Plan
Exhibit E	Sources and Uses of Funds
Exhibit F	Assessment Roll
Exhibit G-1	Annual Installments
Exhibit G-2	Bond Debt Service Schedule
Exhibit H-1	Lot Type 1 Buyer Disclosure
Exhibit H-2	Lot Type 2 Buyer Disclosure
Exhibit H-3	Lot Type 2 (Property 945959) Buyer Disclosure
Exhibit H-4	Lot Type 3 Buyer Disclosure
Exhibit H-5	Lot Type Commercial Buyer Disclosure
Exhibit I	Maps Depicting Authorized Improvements
Exhibit J	Form of Notice of PID Assessment Lien Termination
Exhibit K	Owner's Engineer's Opinion of Probable Cost
Exhibit L	Lot Type Maps
Exhibit M	Maximum Assessment
Exhibit N	Amended and Restated Funding Agreement

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

Appendix A	Final Plats within the District

EXHIBIT A – DISTRICT LEGAL DESCRIPTION

DESCRIPTION
For a 158.2-Acre [6,889,825 Square Feet]
Tract

BEING A 158.2-ACRE [6,889,825 SQUARE FEET] TRACT OUT OF THE SANTIAGO DEL VALLE 10-LEAGUE GRANT, ABSTRACT NUMBER 24, TRAVIS COUNTY, TEXAS, SAID TRACT BEING A REMAINDER PORTION OF THAT CALLED 164-ACRE TRACT CONVEYED BY DEED TO JOHN MICHAEL BURATTI IN VOLUME 5393, PAGE 1594 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS [D.R.T.C.T.] AND DAVEY LEWIS BURATTI IN VOLUME 3944, PAGE 560 D.R.T.C.T., SAID REMAINDER TRACT BEING FURTHER DESCRIBED AS "FIRST TRACT", THAT CALLED 100-ACRE TRACT, AND "SECOND TRACT" THAT CALLED 110-ACRE TRACT, IN VOLUME 333, PAGE 415 D.R.T.C.T, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rod found for an angle point in the west right-of-way line of Bradshaw Road, a varying width right-of-way, no record information found, same being an angle point in the east line of Onion Creek Addition, a subdivision according to the plat of record in Volume 93, Page 230 of the Plat Records of Travis County, Texas, and the north corner of said 164-acre tract and the north corner of the tract described herein;

THENCE with said west right-of-way line of Bradshaw Road, same being the northeast line of said 164-acre tract, the following three courses and distances:

1) South 61°04'16" East, a distance of 1,196.10 feet to a 1/2-inch iron rod found for a point of curvature of a tangent circular curve to the right,
2) With the arc of said curve to the right a distance of 448.29 feet, said curve having a radius of 291.64 feet, a central angle of 88°04'20" and a chord bearing South 17°02'06" East, a distance of 405.44 feet to a 1/2-inch iron rod found for a point of tangency, and
3) South 27°04'05"West, a distance of 2,486.42 feet to a 1/2-inch iron rod with cap marked "DOUCET" found in the north line of that tract to HFH Investments LP (no record information found) further described as "Tract B1-B2-B3-, Heep Ranch" in "Exhibit D", that called 449.05-acre tract to Turnersville Development, LTD as recorded in Document Number 2000089761 of the Official Public Records of Travis County, Texas [O.P.R.T.C.T.], for the south corner of said 164-acre tract and the south corner of the tract described herein;

THENCE leaving said west right-of-way line of Bradshaw Road, with said north line of said 449.05-acre tract, same being the south line of said 164-acre tract, the following three (3) courses and distances:

1) North 66°06'26" West, a distance of 955.00 feet to a 1/2-inch iron rod found,
2) North 60°13'39" West, a distance of 192.85 feet to a 1/2-inch iron rod found, and
3) North 59°58'39" West, a distance of 350.54 feet to a point in the center of a dry creek for the east corner of that called 254.90-acre tract conveyed by deed to Spillmann Properties, LTD., as recorded in Document Number 2009124581 O.P.R.T.C.T., same being the southwest corner of said 164-acre tract, the southwest corner of the tract described herein, and the southerly terminus of a Boundary Line Agreement as recorded in Document Number 1999116083 O.P.R.T.C.T.;

THENCE with the west line of said 164-acre tract, same being the east line of said 254.90-acre tract and the common line of the Boundary Line Agreement, the following sixty-three (63) courses and distances:

1) North 47°05'54" West, a distance of 78.10 feet to a point,
2) North 0°51'53" West, a distance of 101.25 feet to a point,
3) North 53°01'53" West, a distance of 104.40 feet to a point,
4) North 36°38'54" West, a distance of 91.98 feet to a point,
5) North 31°29'07" East, a distance of 78.25 feet to a point,
6) North 9°23'07" East, a distance of 32.79 feet to a point,
7) North 20°14'54" West, a distance of 19.79 feet to a point,
8) North 58°13'54" West, a distance of 49.63 feet to a point,
9) North 9°22'53" West, a distance of 80.15 feet to a point,
10) North 27°57'53" West, a distance of 113.53 feet to a point,
11) North 4°00'54" West, a distance of 87.58 feet to a point,
12) North 21°31'54" West, a distance of 118.99 feet to a point,
13) North 54°37'54" West, a distance of 101.05 feet to a point,
14) North 52°29'54" West, a distance of 105.24 feet to a point,
15) North 1°57'54" West, a distance of 36.53 feet to a point,
16) North 29°52'54" West, a distance of 78.20 feet to a point,
17) North 40°01'54" West, a distance of 122.77 feet to a point,
18) North 9°12'06" East, a distance of 33.34 feet to a point,
19) North 43°04'07" East, a distance of 95.84 feet to a point,
20) North 6°06'54" West, a distance of 99.38 feet to a point,
21) North 56°25'06" East, a distance of 38.00 feet to a point,
22) North 43°20'07" East, a distance of 70.29 feet to a point,
23) North 4°06'54" West, a distance of 51.59 feet to a point,
24) North 13°00'07" East, a distance of 101.02 feet to a point,
25) North 6°38'54" West, a distance of 106.12 feet to a point,
26) North 21°17'06" East, a distance of 47.92 feet to a point,

27) South 86°50'54" East, a distance of 35.80 feet to a point,
28) South 70°20'54" East, a distance of 59.23 feet to a point,
29) South 84°51'54" East, a distance of 48.63 feet to a point,
30) North 54°01'07" East, a distance of 125.15 feet to a point,
31) South 72°31'54" East, a distance of 48.10 feet to a point,
32) North 81°19'06" East, a distance of 27.37 feet to a point,
33) North 36°41'06" East, a distance of 26.28 feet to a point,
34) North 11°49'54" West, a distance of 31.90 feet to a point,
35) North 31°34'32" West, a distance of 48.46 feet to a point,
36) North 5°59'49" East, a distance of 56.71 feet to a point,
37) North 58°06'49" East, a distance of 142.23 feet to a point,
38) North 10°37'07" East, a distance of 43.88 feet to a point,
39) North 22°12'54" West, a distance of 43.38 feet to a point,
40) North 0°49'17" East, a distance of 88.63 feet to a point,
41) North 66°56'44" West, a distance of 136.88 feet to a point,
42) North 18°35'44" West, a distance of 30.93 feet to a point,
43) North 49°20'16" East, a distance of 44.81 feet to a point,
44) North 9°47'17" East, a distance of 47.82 feet to a point,
45) North 31°15'44" West, a distance of 18.82 feet to a point,
46) North 66°10'44" West, a distance of 76.55 feet to a point,
47) North 36°50'00" West, a distance of 31.90 feet to a point,
48) North 16°18'11" East, a distance of 149.85 feet to a point,
49) North 63°55'55" East, a distance of 21.23 feet to a point,
50) South 72°23'51" East, a distance of 40.26 feet to a point,
51) North 68°36'17" East, a distance of 15.32 feet to a point,
52) North 31°55'13" East, a distance of 31.78 feet to a point,
53) North 5°19'17" East, a distance of 20.92 feet to a point,
54) North 17°04'19" West, a distance of 54.94 feet to a point,
55) South 88°08'49" West, a distance of 45.46 feet to a point,
56) North 37°15'45" West, a distance of 14.17 feet to a point,
57) North 18°37'31" East, a distance of 14.49 feet to a point,
58) North 49°35'31" East, a distance of 22.85 feet to a point,
59) North 63°19'31" East, a distance of 178.91 feet to a point,
60) North 41°34'15" East, a distance of 32.32 feet to a point,
61) North 15°30'44" West, a distance of 92.50 feet to a point,
62) North 15°30'54" West, a distance of 43.58 feet to a point, and
63) North 16°28'14" East, a distance of 90.12 feet to a point, in the center of Onion Creek for the northwest corner of said 164-acre tract, the northeast corner of said 254.90-acre tract and the northerly terminus of said Boundary Line Agreement, same being an angle point in the south line of that called 140.788-acre tract described as “Exhibit A-1, Tract 3” to Onion Creek Golf Group, LLC, as recorded in Document Number 2006079292 O.P.R.T.C.T.;

THENCE continuing with said west line of said 164-acre tract, with said south line of the 140.788-acre tract, North 59°15'14" East, a distance of 77.12 feet to the west corner of that tract described as "Exhibit A-1, Tract 1" described to Onion Creek Golf Group, LLC in said Document Number 2006079292 O.P.R.T.C.T., same being the north corner of said 164-acre tract and the north corner of the tract described herein;

THENCE with the south line of said Onion Creek Golf Group LLC Tract 1, with the south line of said Onion Creek Addition, same being the north line of said 164-acre tract, the following five (5) courses and distances:

1) South 68°18'14" East, a distance of 218.30 feet to 1/2-inch iron rod with cap marked "DOUCET" found,
2) South 68°06'38" East, a distance of 67.38 feet to a to a 1/2-inch iron rod found,
3) South 68°04'32" East, a distance of 538.49 feet to a 1/2-inch iron rod found,
4) South 68°19'16" East, a distance of 469.61 feet to a 1/2-inch iron rod found, and
5) North 28°35'02" East, a distance of 447.90 feet to said **POINT OF BEGINNING** of the tract described herein, and containing 158.2 acres [6,889,825 square feet].

EXHIBIT B – DISTRICT BOUNDARY MAP

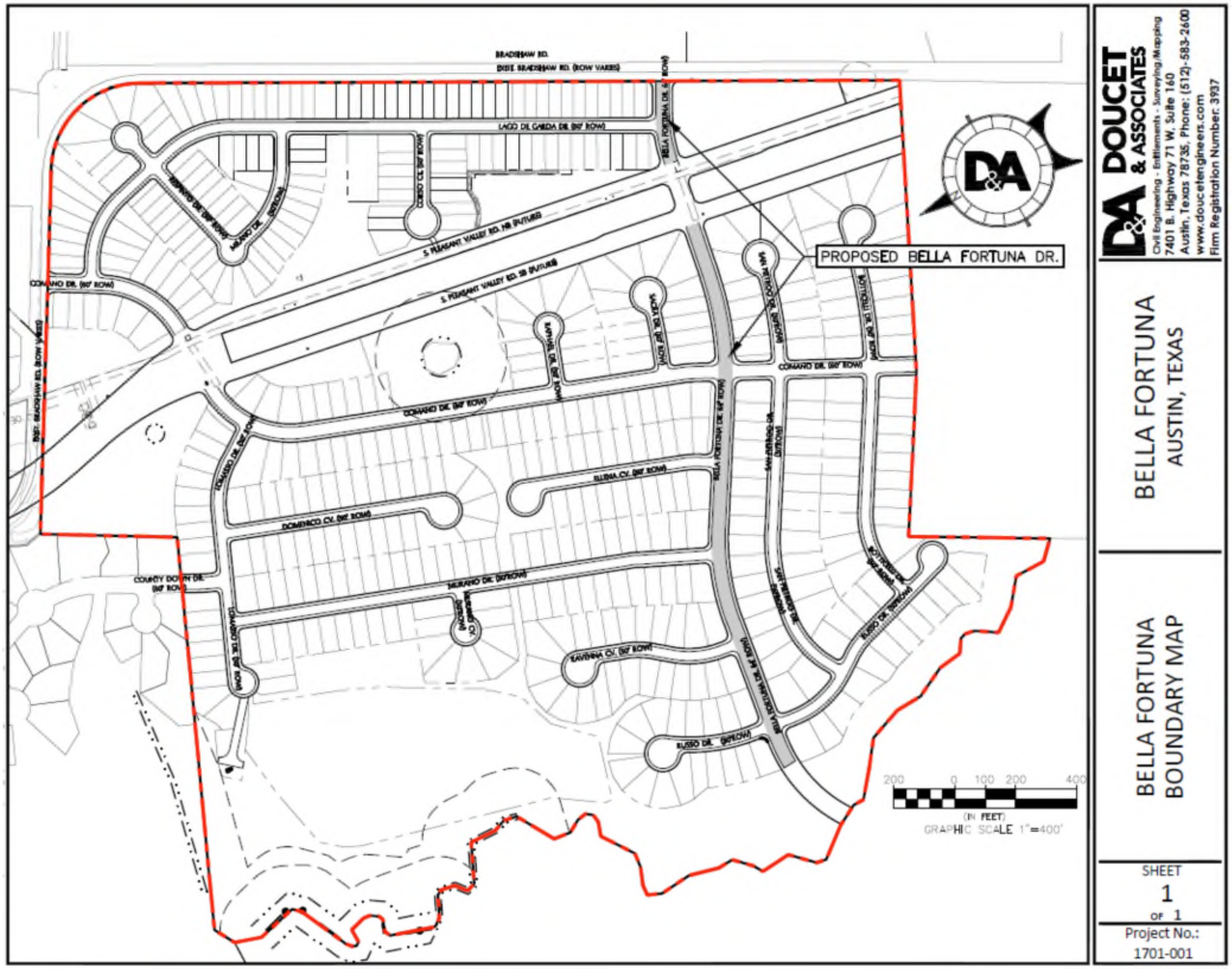


EXHIBIT C – AUTHORIZED IMPROVEMENTS BUDGET

	Original Budget	% Allocable to the District	Cost	Spent to Date [a]	% of Budget Spent to Date
Public Improvements					
Water Quality and Detention Ponds	$ 4,105,104	100.00%	$ 4,105,104	$ 2,804,298	68.31%
Bella Fortuna Drive	1,039,575	100.00%	1,039,575	461,133	44.36%
Bella Fortuna Drive Waterline [b]	539,343	100.00%	539,343	239,253	44.36%
Offsite Wastewater [b]	1,169,286	100.00%	1,169,286	1,048,850	89.70%
Parks & Trails	970,112	100.00%	970,112	349,300	36.01%
Lift Station [c]	1,044,942	100.00%	1,044,942	1,044,942	100.00%
Soft Costs (0.00%)	1,000,000	100.00%	1,000,000	900,000	90.00%
Construction Management [b]	326,370	100.00%	326,370	-	0.00%
	$ 10,194,733		**$ 10,194,733**	**$ 6,847,776**	**67.17%**
Bond Issuance Costs					
Debt Service Reserve Fund	$ 552,419	100.00%	$ 552,419	$ 552,419	
Capitalized Interest	-	100.00%	-	-	
Underwriter Discount	235,770	100.00%	235,770	235,770	
Cost of Issuance	390,000	100.00%	390,000	390,000	
Original Issue Discount	11,027	100.00%	11,027	11,027	
	$ 1,189,216		**$ 1,189,216**	**$ 1,189,216**	
Total	**$ 11,383,949**		**$ 11,383,949**	**$ 8,036,992**	

Notes:

[a] Information provided by Clayton Properties Group, Inc., as of December 31, 2023.

[b] Costs do not include the City's cost share pursuant to the Wastewater Project Cost Reimbursement Agreement (Bella Fortuna Subdivision) between the City and the original owners.

[c] Costs do not include approximately $150,000 in costs related to dry utilities.

EXHIBIT D – SERVICE PLAN

Bella Fortuna PID						
Annual Installments Due		**1/31/2025**	**1/31/2026**	**1/31/2027**	**1/31/2028**	**1/31/2029**
Principal		$ 141,000.00	$ 147,000.00	$ 153,000.00	$ 160,000.00	$ 167,000.00
Interest		$ 410,170.00	$ 403,825.00	$ 397,210.00	$ 390,325.00	$ 383,125.00
Additional Interest		$ 38,345.00	$ 37,640.00	$ 36,905.00	$ 36,140.00	$ 35,340.00
	(1)	$ 589,515.00	$ 588,465.00	$ 587,115.00	$ 586,465.00	$ 585,465.00
Annual Collection Costs	(2)	$ 50,184.00	$ 51,187.68	$ 52,211.43	$ 53,255.66	$ 54,320.78
Total Annual Installment	**(3) = (1) + (2)**	**$ 639,699.00**	**$ 639,652.68**	**$ 639,326.43**	**$ 639,720.66**	**$ 639,785.78**

EXHIBIT E – SOURCES AND USES OF FUNDS

Sources of Funds		
Series 2024 Bond Par	$	7,859,000
Reimbursement Obligation [a]		599,411
Owner Contribution [b]		2,925,538
Total Sources	**$**	**11,383,949**

Uses of Funds		
Public Improvements	$	10,194,733
	$	**10,194,733**
First Year Annual Collection Costs	$	-
	$	**-**
Bond Issuance Costs		
Debt Service Reserve Fund	$	552,419
Capitalized Interest		-
Underwriter Discount		235,770
Cost of Issuance		390,000
Original Issue Discount		11,027
	$	**1,189,216**
Total Uses	**$**	**11,383,949**

Notes:

[a] Includes principal and a portion of the interest collected under the terms of the Acquisition and Reimbursement Agreement.

[b] Represents the estimated cost of Public Improvements that will be funded by the Owner and are not eligible for reimbursement.

EXHIBIT F – ASSESSMENT ROLL

Property ID	Phase	Lot Type	Note	Bella Fortuna PID Outstanding Assessment [1] [2]	Bella Fortuna PID Annual Installment Due 1/31/25 [1] [2]
931655	Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
931656	Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
931657	Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
931658	Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
931659	Bella Fortuna - Phase 1	3		$ 17,927.92	$ 1,495.43
931660	Bella Fortuna - Phase 1	3		$ 17,927.92	$ 1,495.43
931666	Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
931667	Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
931668	Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
931669	Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
931670	Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
931672	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931673	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931674	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931675	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931679	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931680	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931681	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931682	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931683	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931684	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931685	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931688	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931689	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931690	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931691	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931692	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931693	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931694	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931695	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931696	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931697	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931698	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931699	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931700	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931701	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931702	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931757	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931758	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931759	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57

Property ID	Phase	Lot Type	Note	Bella Fortuna PID	
				Outstanding Assessment [1] [2]	Annual Installment Due 1/31/25 [1] [2]
931760	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931761	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931762	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931763	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931764	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931765	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931766	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931767	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931768	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931769	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931770	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931771	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931772	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931773	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931774	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931775	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931777	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931778	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931779	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931780	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931781	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931782	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931783	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931784	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931785	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931786	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931787	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931788	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931789	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931790	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931704	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931705	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931706	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931707	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931708	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931709	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931710	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931711	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931712	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931713	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57

Property ID	Phase	Lot Type	Note	Bella Fortuna PID Outstanding Assessment [1] [2]	Bella Fortuna PID Annual Installment Due 1/31/25 [1] [2]
931714	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931715	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931725	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931726	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931727	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931728	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931732	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931733	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931734	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931735	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931737	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931740	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931741	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931742	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931743	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931744	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931745	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931746	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931748	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931749	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931750	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931751	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931752	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931753	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931754	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931792	Bella Fortuna - Phase 1	Non-Benefited		$ -	$ -
931793	Bella Fortuna - Phase 1	Commercial		$ 223,334.65	$ 18,629.15
931794	Bella Fortuna - Phase 1	Non-Benefited		$ -	$ -
931797	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931798	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931799	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931800	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931801	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931802	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931803	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931804	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931805	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931806	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931807	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
931809	Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57

				Bella Fortuna PID			
Property ID	Phase	Lot Type	Note	Outstanding Assessment [1] [2]		Annual Installment Due 1/31/25 [1] [2]	
931810	Bella Fortuna - Phase 1	1		$	13,445.94	$	1,121.57
931811	Bella Fortuna - Phase 1	1		$	13,445.94	$	1,121.57
931812	Bella Fortuna - Phase 1	1		$	13,445.94	$	1,121.57
931813	Bella Fortuna - Phase 1	1		$	13,445.94	$	1,121.57
931814	Bella Fortuna - Phase 1	1		$	13,445.94	$	1,121.57
931815	Bella Fortuna - Phase 1	1		$	13,445.94	$	1,121.57
931816	Bella Fortuna - Phase 1	1		$	13,445.94	$	1,121.57
931817	Bella Fortuna - Phase 1	1		$	13,445.94	$	1,121.57
931719	Bella Fortuna - Phase 1	1		$	13,445.94	$	1,121.57
931720	Bella Fortuna - Phase 1	1		$	13,445.94	$	1,121.57
931721	Bella Fortuna - Phase 1	1		$	13,445.94	$	1,121.57
931722	Bella Fortuna - Phase 1	1		$	13,445.94	$	1,121.57
931723	Bella Fortuna - Phase 1	1		$	13,445.94	$	1,121.57
931724	Bella Fortuna - Phase 1	Non-Benefited		$	-	$	-
931819	Bella Fortuna - Phase 1	Non-Benefited		$	-	$	-
931808	Bella Fortuna - Phase 1	Non-Benefited		$	-	$	-
931755	Bella Fortuna - Phase 1	Non-Benefited		$	-	$	-
931738	Bella Fortuna - Phase 1	Non-Benefited		$	-	$	-
931716	Bella Fortuna - Phase 1	Non-Benefited		$	-	$	-
931791	Bella Fortuna - Phase 1	Non-Benefited		$	-	$	-
931703	Bella Fortuna - Phase 1	Non-Benefited		$	-	$	-
931678	Bella Fortuna - Phase 1	Non-Benefited		$	-	$	-
931671	Bella Fortuna - Phase 1	Non-Benefited		$	-	$	-
931661	Bella Fortuna - Phase 1	Non-Benefited		$	-	$	-
	Bella Fortuna - Phase 1	Non-Benefited		$	-	$	-
931663	Bella Fortuna - Phase 1	Non-Benefited		$	-	$	-
931665	Bella Fortuna - Phase 1	Non-Benefited		$	-	$	-
945957	Bella Fortuna - Phase 2	2		$	14,939.93	$	1,246.19
945958	Bella Fortuna - Phase 2	2		$	14,939.93	$	1,246.19
945959	Bella Fortuna - Phase 2	2	[3]	$	10,060.81	$	839.21
945960	Bella Fortuna - Phase 2	2		$	14,939.93	$	1,246.19
945961	Bella Fortuna - Phase 2	2		$	14,939.93	$	1,246.19
945962	Bella Fortuna - Phase 2	2		$	14,939.93	$	1,246.19
945963	Bella Fortuna - Phase 2	2		$	14,939.93	$	1,246.19
945964	Bella Fortuna - Phase 2	2		$	14,939.93	$	1,246.19
945965	Bella Fortuna - Phase 2	2		$	14,939.93	$	1,246.19
945966	Bella Fortuna - Phase 2	2		$	14,939.93	$	1,246.19
945967	Bella Fortuna - Phase 2	2		$	14,939.93	$	1,246.19
945968	Bella Fortuna - Phase 2	2		$	14,939.93	$	1,246.19
945969	Bella Fortuna - Phase 2	2		$	14,939.93	$	1,246.19

				Bella Fortuna PID	
Property ID	Phase	Lot Type	Note	Outstanding Assessment [1] [2]	Annual Installment Due 1/31/25 [1] [2]
945970	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945971	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945972	Bella Fortuna - Phase 2	Non-Benefited		$ -	$ -
945973	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945974	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945975	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945976	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945978	Bella Fortuna - Phase 2	Non-Benefited		$ -	$ -
945979	Bella Fortuna - Phase 2	Non-Benefited		$ -	$ -
945980	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945981	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945982	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945983	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945984	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945985	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945986	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945987	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945988	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945989	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945990	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945991	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945992	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945993	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945994	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945995	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945996	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945997	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945998	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
945999	Bella Fortuna - Phase 2	Non-Benefited		$ -	$ -
946001	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946002	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946003	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946004	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946005	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946006	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946007	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946008	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946009	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946010	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946011	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19

Property ID	Phase	Lot Type	Note	Bella Fortuna PID Outstanding Assessment [1] [2]	Bella Fortuna PID Annual Installment Due 1/31/25 [1] [2]
946012	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946013	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946014	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946018	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946019	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946020	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946021	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946022	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946023	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946024	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946025	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946026	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946027	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946028	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
946029	Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
964781	West Bella Fortuna - Phase 1	Non-Benefited		$ -	$ -
964782	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964783	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964784	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964785	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964786	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964787	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964795	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964796	West Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
964797	West Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
964798	West Bella Fortuna - Phase 1	Non-Benefited		$ -	$ -
964799	West Bella Fortuna - Phase 1	Non-Benefited		$ -	$ -
964800	West Bella Fortuna - Phase 1	Non-Benefited		$ -	$ -
964801	West Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
964802	West Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
964803	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964804	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964805	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964806	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964807	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964808	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964820	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964821	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964822	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964823	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57

Property ID	Phase	Lot Type	Note	Bella Fortuna PID Outstanding Assessment [1] [2]	Bella Fortuna PID Annual Installment Due 1/31/25 [1] [2]
964824	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964825	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964826	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964827	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964828	West Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
964829	West Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
964830	West Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
964833	West Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
964834	West Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
964835	West Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
964836	West Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
964837	West Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
964838	West Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
964839	West Bella Fortuna - Phase 1	Non-Benefited		$ -	$ -
964840	West Bella Fortuna - Phase 1	Non-Benefited		$ -	$ -
964841	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964842	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964843	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964844	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964845	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964846	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964847	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964848	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964849	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964850	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964851	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964852	West Bella Fortuna - Phase 1	Non-Benefited		$ -	$ -
964853	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964854	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964855	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964856	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964857	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964858	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964859	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964860	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964861	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964862	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964863	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964864	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964865	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57

				Bella Fortuna PID	
Property ID	Phase	Lot Type	Note	Outstanding Assessment [1] [2]	Annual Installment Due 1/31/25 [1] [2]
964866	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964867	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964868	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964869	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964876	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964877	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964878	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964879	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964880	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964881	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964882	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964883	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964884	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964885	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964886	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964887	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964888	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964889	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964890	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964891	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964892	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964788	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964789	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964793	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964794	West Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
964809	West Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
964810	West Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
964811	West Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
964812	West Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
964813	West Bella Fortuna - Phase 1	2		$ 14,939.93	$ 1,246.19
964814	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964815	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964816	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964817	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964870	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964871	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964872	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964873	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964874	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964875	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57

Property ID	Phase	Lot Type	Note	Bella Fortuna PID Outstanding Assessment [1] [2]	Bella Fortuna PID Annual Installment Due 1/31/25 [1] [2]
964780	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964790	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964791	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964792	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964818	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964819	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964831	West Bella Fortuna - Phase 1	1		$ 13,445.94	$ 1,121.57
964902	West Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
964903	West Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
964904	West Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
964905	West Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
964906	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964907	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964908	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964910	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964911	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964912	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964913	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964914	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964915	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964916	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964917	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964918	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964919	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964923	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964924	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964925	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964926	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964927	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964928	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964929	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964937	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964938	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964939	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964940	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964941	West Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
964944	West Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
964945	West Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
964946	West Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
964947	West Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19

				Bella Fortuna PID	
Property ID	Phase	Lot Type	Note	Outstanding Assessment [1] [2]	Annual Installment Due 1/31/25 [1] [2]
964948	West Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
964949	West Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
964950	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964951	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964952	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964954	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964955	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964956	West Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
964957	West Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
964958	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964959	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964960	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964961	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964962	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964963	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964964	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964965	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964968	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964969	West Bella Fortuna - Phase 2	Non-Benefited		$ -	$ -
964970	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964971	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964972	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964973	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964974	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964987	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964988	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964989	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964990	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964991	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964993	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964994	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964995	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964996	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964997	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964998	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964999	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
965000	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
965001	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
965002	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
965003	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57

Property ID	Phase	Lot Type	Note	Bella Fortuna PID	
				Outstanding Assessment [1] [2]	Annual Installment Due 1/31/25 [1] [2]
965004	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
965005	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
965006	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
965007	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
965008	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
965009	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
965010	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
965016	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
965017	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
965018	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
965019	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964898	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964899	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964900	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964901	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964930	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964931	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964932	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964933	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964934	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964935	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964936	West Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
964942	West Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
964943	West Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
965011	West Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
965012	West Bella Fortuna - Phase 2	2		$ 14,939.93	$ 1,246.19
965013	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
965014	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
965015	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
964953	West Bella Fortuna - Phase 2	1		$ 13,445.94	$ 1,121.57
969443	West Bella Fortuna - Phase 3	Non-Benefited		$ -	$ -
969444	West Bella Fortuna - Phase 3	2		$ 14,939.93	$ 1,246.19
969445	West Bella Fortuna - Phase 3	2		$ 14,939.93	$ 1,246.19
969446	West Bella Fortuna - Phase 3	2		$ 14,939.93	$ 1,246.19
969447	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969448	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969452	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969453	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969454	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969455	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57

Property ID	Phase	Lot Type	Note	Bella Fortuna PID Outstanding Assessment [1] [2]	Bella Fortuna PID Annual Installment Due 1/31/25 [1] [2]
969456	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969457	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969458	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969460	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969467	West Bella Fortuna - Phase 3	2		$ 14,939.93	$ 1,246.19
969468	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969469	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969470	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969471	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969472	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969474	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969475	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969476	West Bella Fortuna - Phase 3	Non-Benefited		$ -	$ -
969477	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969478	West Bella Fortuna - Phase 3	2		$ 14,939.93	$ 1,246.19
969482	West Bella Fortuna - Phase 3	2		$ 14,939.93	$ 1,246.19
969483	West Bella Fortuna - Phase 3	2		$ 14,939.93	$ 1,246.19
969484	West Bella Fortuna - Phase 3	2		$ 14,939.93	$ 1,246.19
969485	West Bella Fortuna - Phase 3	2		$ 14,939.93	$ 1,246.19
969487	West Bella Fortuna - Phase 3	2		$ 14,939.93	$ 1,246.19
969488	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969489	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969490	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969493	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969494	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969495	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969496	West Bella Fortuna - Phase 3	2		$ 14,939.93	$ 1,246.19
969497	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969498	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969499	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969502	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969503	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969504	West Bella Fortuna - Phase 3	2		$ 14,939.93	$ 1,246.19
969505	West Bella Fortuna - Phase 3	2		$ 14,939.93	$ 1,246.19
969506	West Bella Fortuna - Phase 3	2		$ 14,939.93	$ 1,246.19
969507	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969524	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969525	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969526	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969527	West Bella Fortuna - Phase 3	2		$ 14,939.93	$ 1,246.19

Property ID	Phase	Lot Type	Note	Bella Fortuna PID Outstanding Assessment [1] [2]	Bella Fortuna PID Annual Installment Due 1/31/25 [1] [2]
969528	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969529	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969530	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969531	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969532	West Bella Fortuna - Phase 3	2		$ 14,939.93	$ 1,246.19
969539	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969540	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969541	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969542	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969543	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969544	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969545	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969546	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969547	West Bella Fortuna - Phase 3	2		$ 14,939.93	$ 1,246.19
969548	West Bella Fortuna - Phase 3	2		$ 14,939.93	$ 1,246.19
969549	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969550	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969551	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969552	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969553	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969559	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969560	West Bella Fortuna - Phase 3	2		$ 14,939.93	$ 1,246.19
969561	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969562	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969563	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969564	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969565	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969566	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969438	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969439	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969440	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969451	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969461	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969462	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969463	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969464	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969465	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969466	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969473	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969479	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57

Property ID	Phase	Lot Type	Note	Bella Fortuna PID	
				Outstanding Assessment [1] [2]	Annual Installment Due 1/31/25 [1] [2]
969480	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969481	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969486	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969491	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969500	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969501	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969508	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969538	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969441	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969442	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969449	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969450	West Bella Fortuna - Phase 3	2		$ 14,939.93	$ 1,246.19
969492	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969509	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969510	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969511	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969512	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969513	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969514	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969515	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969516	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969517	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969518	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969519	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969520	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969521	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969522	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969523	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969533	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969534	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969535	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969536	West Bella Fortuna - Phase 3	3		$ 17,927.92	$ 1,495.43
969537	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969554	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969555	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969556	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969557	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969558	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969437	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969459	West Bella Fortuna - Phase 3	1		$ 13,445.94	$ 1,121.57
969567	West Bella Fortuna - Phase 3	Non-Benefited		$ -	$ -
Total				**$ 7,669,000.00**	**$ 639,699.00**

Notes:

[1] Outstanding Assessment or Annual Installment totals may not sum due to rounding.

[2] Does not include Assessments totaling $190,000.00 that were due January 31, 2024 and the portion of Annual Installments allocable to such Assessments. The Assessments collected January 31, 2024 will be used to pay principal of the PID Bonds due September 1, 2024.

[3] Partial Prepayment made prior to issuance of PID Bonds.

EXHIBIT G-1 – ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal[1]	Interest[2]	Additional Interest[3]	Annual Collection Costs	Total Annual Installment
2024	$ 190,000	$ 155,857	$ -	$ 49,200	$ 395,057
2025	141,000	410,170	38,345	50,184	639,699
2026	147,000	403,825	37,640	51,188	639,653
2027	153,000	397,210	36,905	52,211	639,326
2028	160,000	390,325	36,140	53,256	639,721
2029	167,000	383,125	35,340	54,321	639,786
2030	174,000	375,610	34,505	55,407	639,522
2031	181,000	367,780	33,635	56,515	638,930
2032	190,000	359,635	32,730	57,646	640,011
2033	200,000	349,423	31,780	58,799	640,001
2034	210,000	338,673	30,780	59,975	639,427
2035	220,000	327,385	29,730	61,174	638,289
2036	235,000	315,560	28,630	62,397	641,587
2037	245,000	302,929	27,455	63,645	639,029
2038	260,000	289,760	26,230	64,918	640,908
2039	272,000	275,785	24,930	66,217	638,932
2040	287,000	261,165	23,570	67,541	639,276
2041	302,000	245,739	22,135	68,892	638,766
2042	319,000	229,506	20,625	70,270	639,401
2043	336,000	212,360	19,030	71,675	639,065
2044	355,000	194,300	17,350	73,109	639,759
2045	374,000	175,219	15,575	74,571	639,365
2046	395,000	154,181	13,705	76,062	638,948
2047	418,000	131,963	11,730	77,583	639,276
2048	442,000	108,450	9,640	79,135	639,225
2049	468,000	83,588	7,430	80,718	639,735
2050	495,000	57,263	5,090	82,332	639,685
2051	523,000	29,419	2,615	83,979	639,013
Total	**$ 7,859,000**	**$ 7,326,202**	**$ 653,270**	**$ 1,822,920**	**$ 17,661,391**

[1] Principal and interest due January 31, 2024 will be used to pay debt service on the PID Bonds due September 1, 2024.

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

[3] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, Interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-2 – BOND DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

Travis County Development Authority
Contract Assessment Revenue Bonds (Bella Fortuna PID), Series 2024
Bella Fortuna Public Improvement District

UPDATED FINAL NUMBERS

Period Ending	*Principal*	*Coupon*	*Interest*	*Debt Service*
09/30/2024	190,000	4.500%	155,856.89	345,856.89
09/30/2025	141,000	4.500%	410,170.00	551,170.00
09/30/2026	147,000	4.500%	403,825.00	550,825.00
09/30/2027	153,000	4.500%	397,210.00	550,210.00
09/30/2028	160,000	4.500%	390,325.00	550,325.00
09/30/2029	167,000	4.500%	383,125.00	550,125.00
09/30/2030	174,000	4.500%	375,610.00	549,610.00
09/30/2031	181,000	4.500%	367,780.00	548,780.00
09/30/2032	190,000	5.375%	359,635.00	549,635.00
09/30/2033	200,000	5.375%	349,422.50	549,422.50
09/30/2034	210,000	5.375%	338,672.50	548,672.50
09/30/2035	220,000	5.375%	327,385.00	547,385.00
09/30/2036	235,000	5.375%	315,560.00	550,560.00
09/30/2037	245,000	5.375%	302,928.76	547,928.76
09/30/2038	260,000	5.375%	289,760.00	549,760.00
09/30/2039	272,000	5.375%	275,785.00	547,785.00
09/30/2040	287,000	5.375%	261,165.00	548,165.00
09/30/2041	302,000	5.375%	245,738.76	547,738.76
09/30/2042	319,000	5.375%	229,506.26	548,506.26
09/30/2043	336,000	5.375%	212,360.00	548,360.00
09/30/2044	355,000	5.375%	194,300.00	549,300.00
09/30/2045	374,000	5.625%	175,218.76	549,218.76
09/30/2046	395,000	5.625%	154,181.26	549,181.26
09/30/2047	418,000	5.625%	131,962.50	549,962.50
09/30/2048	442,000	5.625%	108,450.00	550,450.00
09/30/2049	468,000	5.625%	83,587.50	551,587.50
09/30/2050	495,000	5.625%	57,262.50	552,262.50
09/30/2051	523,000	5.625%	29,418.76	552,418.76
	7,859,000		7,326,201.95	15,185,201.95

EXHIBIT H-1 – LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

Travis County Planning & Budget Office
Attn: Christy Moffett
700 Lavaca Street, Suite 1560
Austin, Texas 78701

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

____

PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: $13,445.94

As the purchaser of the real property described above, you are obligated to pay assessments to Travis County, 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 ***Bella Fortuna Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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 Travis 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 Travis 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 Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 1

Annual Installment Due 1/31	Principal	Interest[1]	Additional Interest[2]	Annual Collection Costs	Total Annual Installment
2025	$ 247.21	$ 719.14	$ 67.23	$ 87.99	$ 1,121.57
2026	257.73	708.02	65.99	89.75	1,121.49
2027	268.25	696.42	64.70	91.54	1,120.92
2028	280.53	684.35	63.36	93.37	1,121.61
2029	292.80	671.73	61.96	95.24	1,121.73
2030	305.07	658.55	60.50	97.14	1,121.26
2031	317.34	644.82	58.97	99.09	1,120.23
2032	333.12	630.54	57.39	101.07	1,122.12
2033	350.66	612.64	55.72	103.09	1,122.10
2034	368.19	593.79	53.97	105.15	1,121.10
2035	385.72	574.00	52.13	107.26	1,119.10
2036	412.02	553.27	50.20	109.40	1,124.89
2037	429.55	531.12	48.14	111.59	1,120.40
2038	455.85	508.03	45.99	113.82	1,123.69
2039	476.89	483.53	43.71	116.10	1,120.23
2040	503.19	457.90	41.32	118.42	1,120.83
2041	529.49	430.85	38.81	120.79	1,119.94
2042	559.30	402.39	36.16	123.20	1,121.05
2043	589.10	372.33	33.37	125.67	1,120.46
2044	622.42	340.66	30.42	128.18	1,121.68
2045	655.73	307.21	27.31	130.74	1,120.99
2046	692.55	270.32	24.03	133.36	1,120.26
2047	732.87	231.37	20.57	136.03	1,120.83
2048	774.95	190.14	16.90	138.75	1,120.74
2049	820.54	146.55	13.03	141.52	1,121.64
2050	867.88	100.40	8.92	144.35	1,121.55
2051	916.97	51.58	4.58	147.24	1,120.37
Total	**$ 13,445.94**	**$ 12,571.66**	**$ 1,145.37**	**$ 3,109.84**	**$ 30,272.80**

[1] Interest is calculated at the actual rate of the PID Bonds.
[2] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, Interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H-2 - LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:
Travis County Planning & Budget Office
Attn: Christy Moffett
700 Lavaca Street, Suite 1560
Austin, Texas 78701

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

____
PROPERTY ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: $14,939.93

As the purchaser of the real property described above, you are obligated to pay assessments to Travis County, 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 ***Bella Fortuna Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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 Travis 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 Travis 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 Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 2

Annual Installment Due 1/31	Principal		Interest[1]		Additional Interest[2]		Annual Collection Costs		Total Annual Installment
2025	$	274.68	$	799.05	$	74.70	$	97.76	$ 1,246.19
2026		286.37		786.69		73.33		99.72	1,246.10
2027		298.06		773.80		71.89		101.71	1,245.47
2028		311.70		760.39		70.40		103.75	1,246.24
2029		325.33		746.36		68.85		105.82	1,246.36
2030		338.97		731.72		67.22		107.94	1,245.85
2031		352.61		716.47		65.52		110.10	1,244.70
2032		370.14		700.60		63.76		112.30	1,246.80
2033		389.62		680.71		61.91		114.55	1,246.78
2034		409.10		659.77		59.96		116.84	1,245.66
2035		428.58		637.78		57.92		119.17	1,243.45
2036		457.80		614.74		55.77		121.56	1,249.87
2037		477.28		590.13		53.48		123.99	1,244.89
2038		506.50		564.48		51.10		126.47	1,248.55
2039		529.88		537.26		48.57		129.00	1,244.70
2040		559.10		508.77		45.92		131.58	1,245.37
2041		588.32		478.72		43.12		134.21	1,244.38
2042		621.44		447.10		40.18		136.89	1,245.61
2043		654.56		413.70		37.07		139.63	1,244.96
2044		691.57		378.51		33.80		142.42	1,246.31
2045		728.59		341.34		30.34		145.27	1,245.54
2046		769.50		300.36		26.70		148.18	1,244.73
2047		814.30		257.08		22.85		151.14	1,245.37
2048		861.06		211.27		18.78		154.16	1,245.27
2049		911.71		162.84		14.47		157.25	1,246.26
2050		964.31		111.55		9.92		160.39	1,246.17
2051		1,018.85		57.31		5.09		163.60	1,244.86
Total	**$**	**14,939.93**	**$**	**13,968.51**	**$**	**1,272.63**	**$**	**3,455.37**	**$ 33,636.44**

[1] Interest is calculated at the actual rate of the PID Bonds.
[2] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, Interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H-3 - LOT TYPE 2 (PROPERTY R945959) BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:
Travis County Planning & Budget Office
Attn: Christy Moffett
700 Lavaca Street, Suite 1560
Austin, Texas 78701

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

____
PROPERTY ADDRESS

LOT TYPE R945959 PRINCIPAL ASSESSMENT: $10,060.81

As the purchaser of the real property described above, you are obligated to pay assessments to Travis County, 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 ***Bella Fortuna Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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 Travis 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 Travis 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 Travis County.

ANNUAL INSTALLMENTS - LOT TYPE R945959

Annual Installment Due 1/31	Principal	Interest[1]	Additional Interest[2]	Annual Collection Costs	Total Annual Installment
2025	$ 184.98	$ 538.09	$ 50.30	$ 65.84	$ 839.21
2026	192.85	529.77	49.38	67.15	839.15
2027	200.72	521.09	48.41	68.50	838.72
2028	209.90	512.06	47.41	69.87	839.24
2029	219.08	502.61	46.36	71.26	839.32
2030	228.27	492.76	45.27	72.69	838.98
2031	237.45	482.48	44.13	74.14	838.20
2032	249.26	471.80	42.94	75.62	839.62
2033	262.38	458.40	41.69	77.14	839.61
2034	275.49	444.30	40.38	78.68	838.85
2035	288.61	429.49	39.00	80.25	837.36
2036	308.29	413.98	37.56	81.86	841.69
2037	321.41	397.41	36.02	83.50	838.33
2038	341.09	380.13	34.41	85.17	840.80
2039	356.83	361.80	32.71	86.87	838.20
2040	376.51	342.62	30.92	88.61	838.65
2041	396.19	322.38	29.04	90.38	837.98
2042	418.49	301.08	27.06	92.19	838.82
2043	440.79	278.59	24.97	94.03	838.38
2044	465.72	254.90	22.76	95.91	839.29
2045	490.64	229.87	20.43	97.83	838.77
2046	518.19	202.27	17.98	99.78	838.22
2047	548.37	173.12	15.39	101.78	838.65
2048	579.85	142.27	12.65	103.82	838.59
2049	613.96	109.66	9.75	105.89	839.26
2050	649.38	75.12	6.68	108.01	839.19
2051	686.11	38.59	3.43	110.17	838.31
Total	**$ 10,060.81**	**$ 9,406.64**	**$ 857.01**	**$ 2,326.91**	**$ 22,651.37**

[1] Interest is calculated at the actual rate of the PID Bonds.
[2] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, Interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H-4 - LOT TYPE 3 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:
Travis County Planning & Budget Office
Attn: Christy Moffett
700 Lavaca Street, Suite 1560
Austin, Texas 78701

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

____

PROPERTY ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: $17,927.92

As the purchaser of the real property described above, you are obligated to pay assessments to Travis County, 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 ***Bella Fortuna Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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 Travis 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 Travis 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 Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 3

Annual Installment Due 1/31	Principal	Interest[1]	Additional Interest[2]	Annual Collection Costs	Total Annual Installment
2025	$ 329.62	$ 958.86	$ 89.64	$ 117.32	$ 1,495.43
2026	343.64	944.03	87.99	119.66	1,495.32
2027	357.67	928.56	86.27	122.06	1,494.56
2028	374.03	912.47	84.48	124.50	1,495.48
2029	390.40	895.64	82.61	126.99	1,495.64
2030	406.76	878.07	80.66	129.53	1,495.02
2031	423.13	859.76	78.63	132.12	1,493.64
2032	444.17	840.72	76.51	134.76	1,496.16
2033	467.54	816.85	74.29	137.45	1,496.14
2034	490.92	791.72	71.95	140.20	1,494.80
2035	514.30	765.33	69.50	143.01	1,492.14
2036	549.36	737.69	66.93	145.87	1,499.85
2037	572.74	708.16	64.18	148.78	1,493.87
2038	607.81	677.38	61.32	151.76	1,498.26
2039	635.86	644.71	58.28	154.80	1,493.64
2040	670.92	610.53	55.10	157.89	1,494.44
2041	705.99	574.47	51.75	161.05	1,493.25
2042	745.73	536.52	48.22	164.27	1,494.74
2043	785.47	496.44	44.49	167.56	1,493.95
2044	829.89	454.22	40.56	170.91	1,495.57
2045	874.30	409.61	36.41	174.33	1,494.65
2046	923.40	360.43	32.04	177.81	1,493.68
2047	977.16	308.49	27.42	181.37	1,494.44
2048	1,033.27	253.52	22.54	185.00	1,494.32
2049	1,094.05	195.40	17.37	188.70	1,495.52
2050	1,157.17	133.86	11.90	192.47	1,495.40
2051	1,222.62	68.77	6.11	196.32	1,493.83
Total	**$ 17,927.92**	**$ 16,762.21**	**$ 1,527.16**	**$ 4,146.45**	**$ 40,363.73**

[1] Interest is calculated at the actual rate of the PID Bonds.
[2] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, Interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H-5 - LOT TYPE COMMERCIAL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:
Travis County Planning & Budget Office
Attn: Christy Moffett
700 Lavaca Street, Suite 1560
Austin, Texas 78701

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

____
PROPERTY ADDRESS

LOT TYPE COMMERCIAL PRINCIPAL ASSESSMENT: $223,334.65

As the purchaser of the real property described above, you are obligated to pay assessments to Travis County, 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 ***Bella Fortuna Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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 Travis 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 Travis 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 Travis County.

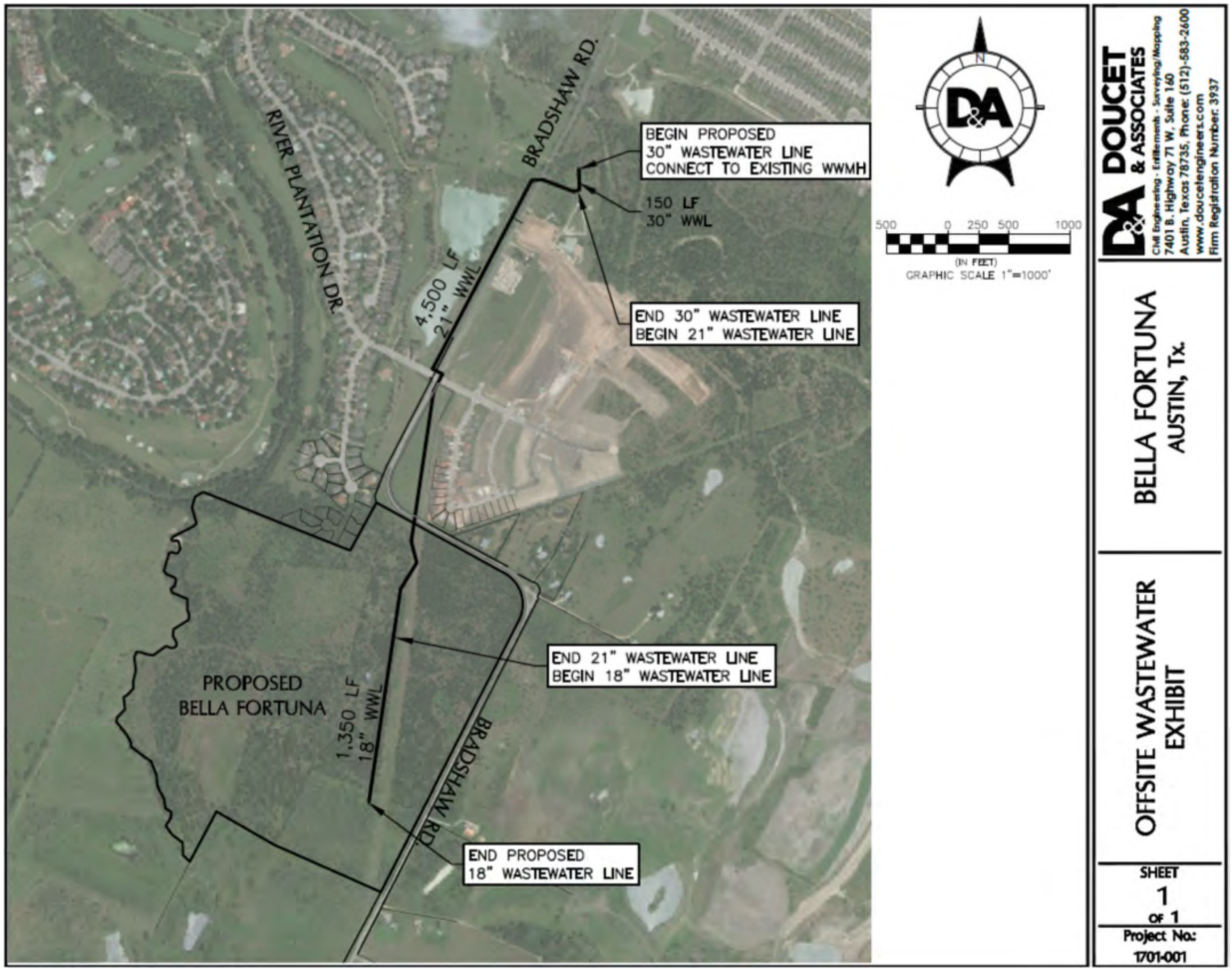
ANNUAL INSTALLMENTS - LOT TYPE COMMERCIAL

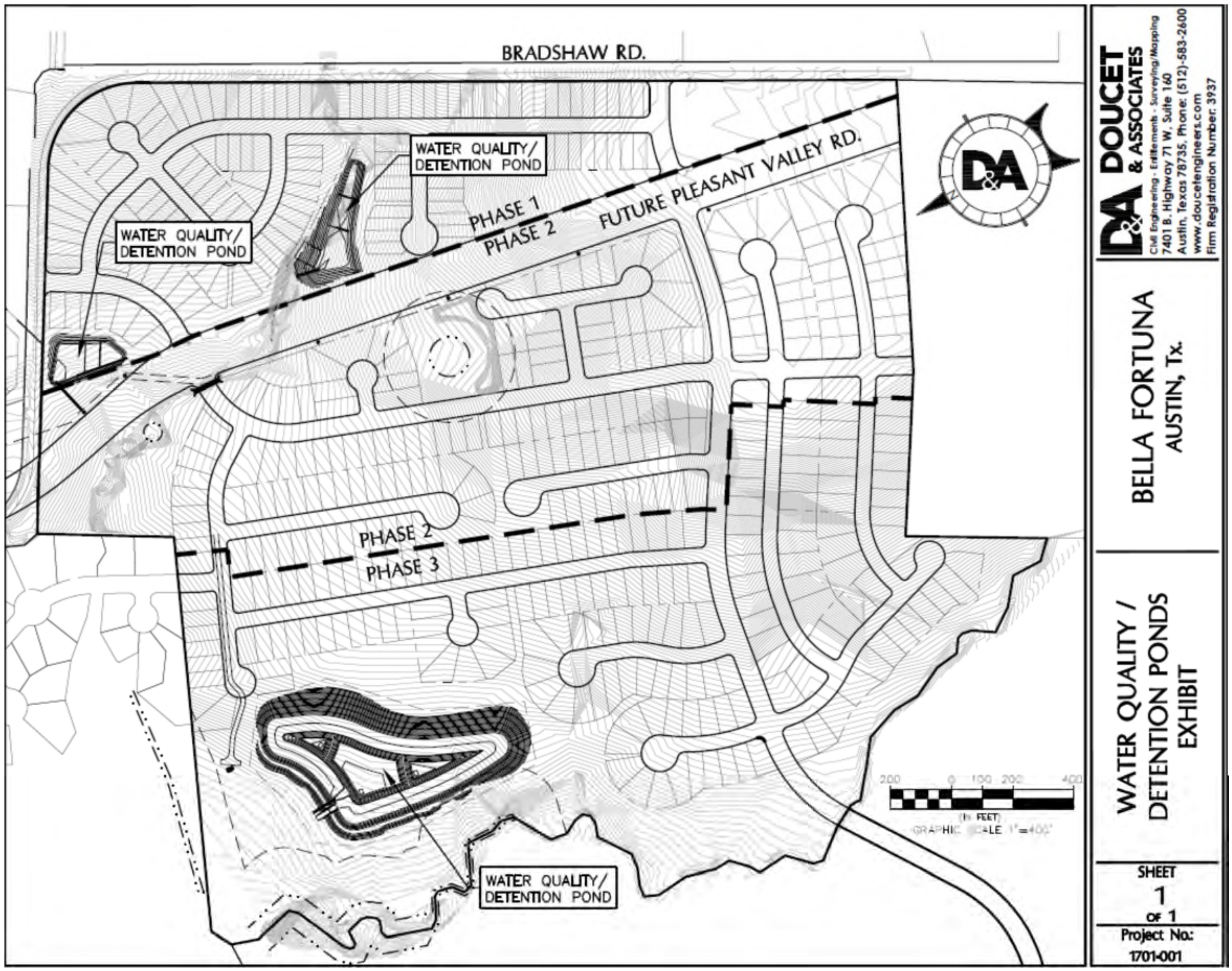
Annual Installment Due 1/31	Principal	Interest[1]	Additional Interest[2]	Annual Collection Costs	Total Annual Installment
2025	$ 4,106.17	$ 11,944.87	$ 1,116.67	$ 1,461.45	$ 18,629.15
2026	4,280.90	11,760.09	1,096.14	1,490.67	18,627.80
2027	4,455.63	11,567.45	1,074.74	1,520.49	18,618.30
2028	4,659.48	11,366.94	1,052.46	1,550.90	18,629.78
2029	4,863.33	11,157.27	1,029.16	1,581.92	18,631.68
2030	5,067.18	10,938.42	1,004.85	1,613.55	18,624.00
2031	5,271.04	10,710.39	979.51	1,645.83	18,606.77
2032	5,533.13	10,473.20	953.15	1,678.74	18,638.23
2033	5,824.35	10,175.79	925.49	1,712.32	18,637.95
2034	6,115.57	9,862.73	896.37	1,746.56	18,621.23
2035	6,406.78	9,534.02	865.79	1,781.49	18,588.09
2036	6,843.61	9,189.66	833.76	1,817.12	18,684.15
2037	7,134.83	8,821.81	799.54	1,853.47	18,609.64
2038	7,571.65	8,438.32	763.86	1,890.54	18,664.37
2039	7,921.11	8,031.34	726.01	1,928.35	18,606.81
2040	8,357.94	7,605.58	686.40	1,966.91	18,616.83
2041	8,794.77	7,156.34	644.61	2,006.25	18,601.97
2042	9,289.84	6,683.62	600.64	2,046.38	18,620.47
2043	9,784.91	6,184.29	554.19	2,087.30	18,610.69
2044	10,338.22	5,658.35	505.26	2,129.05	18,630.89
2045	10,891.53	5,102.68	453.57	2,171.63	18,619.41
2046	11,503.09	4,490.03	399.11	2,215.06	18,607.29
2047	12,172.89	3,842.98	341.60	2,259.37	18,616.83
2048	12,871.81	3,158.25	280.73	2,304.55	18,615.35
2049	13,628.98	2,434.21	216.37	2,350.64	18,630.21
2050	14,415.26	1,667.58	148.23	2,397.66	18,628.73
2051	15,230.67	856.73	76.15	2,445.61	18,609.16
Total	**$ 223,334.65**	**$ 208,812.95**	**$ 19,024.36**	**$ 51,653.81**	**$ 502,825.76**

[1] Interest is calculated at the actual rate of the PID Bonds.
[2] Additional Interest is calculated at the Additional Interest Rate.

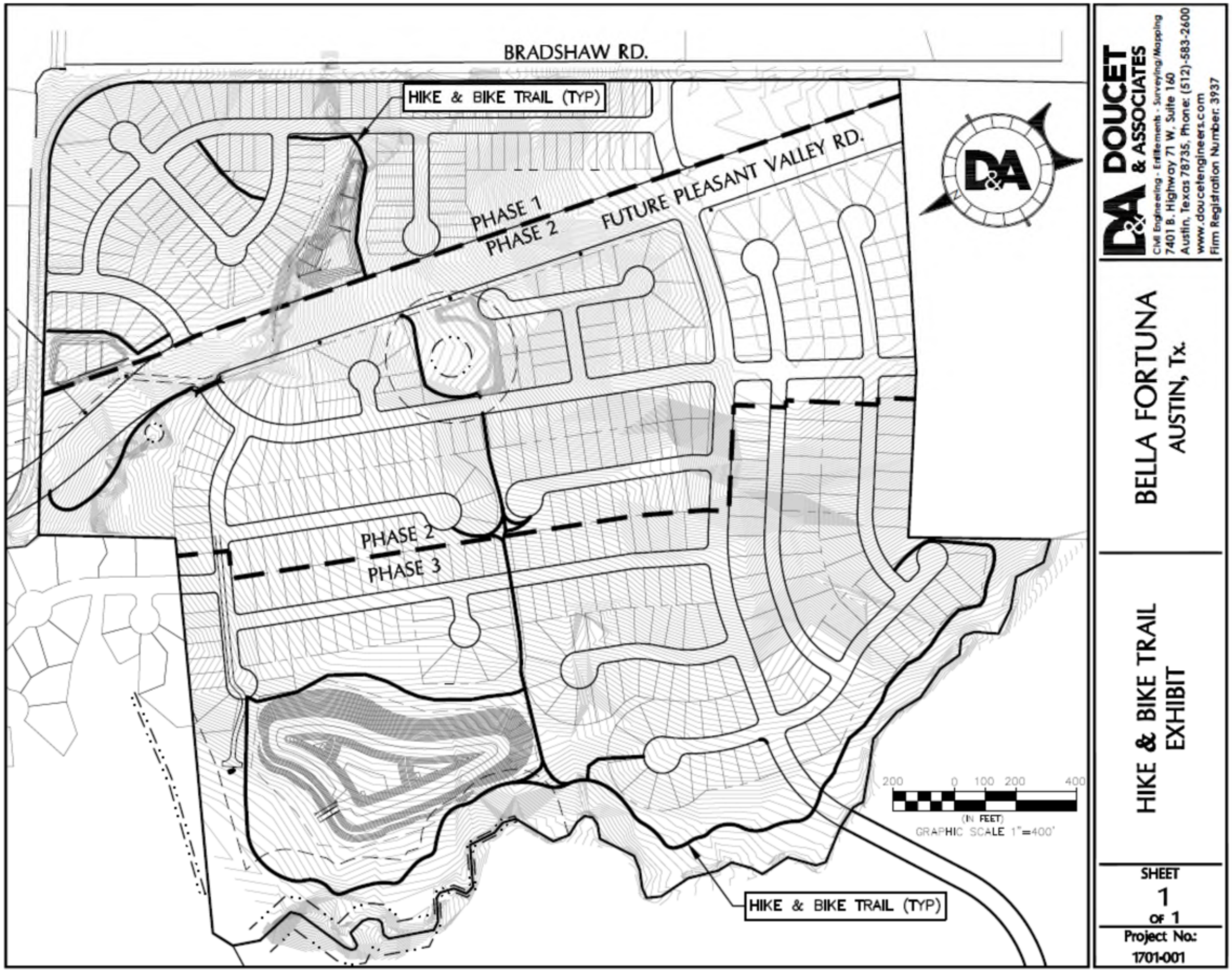
Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, Interest earnings, or other available offsets could increase or decrease the amounts shown.

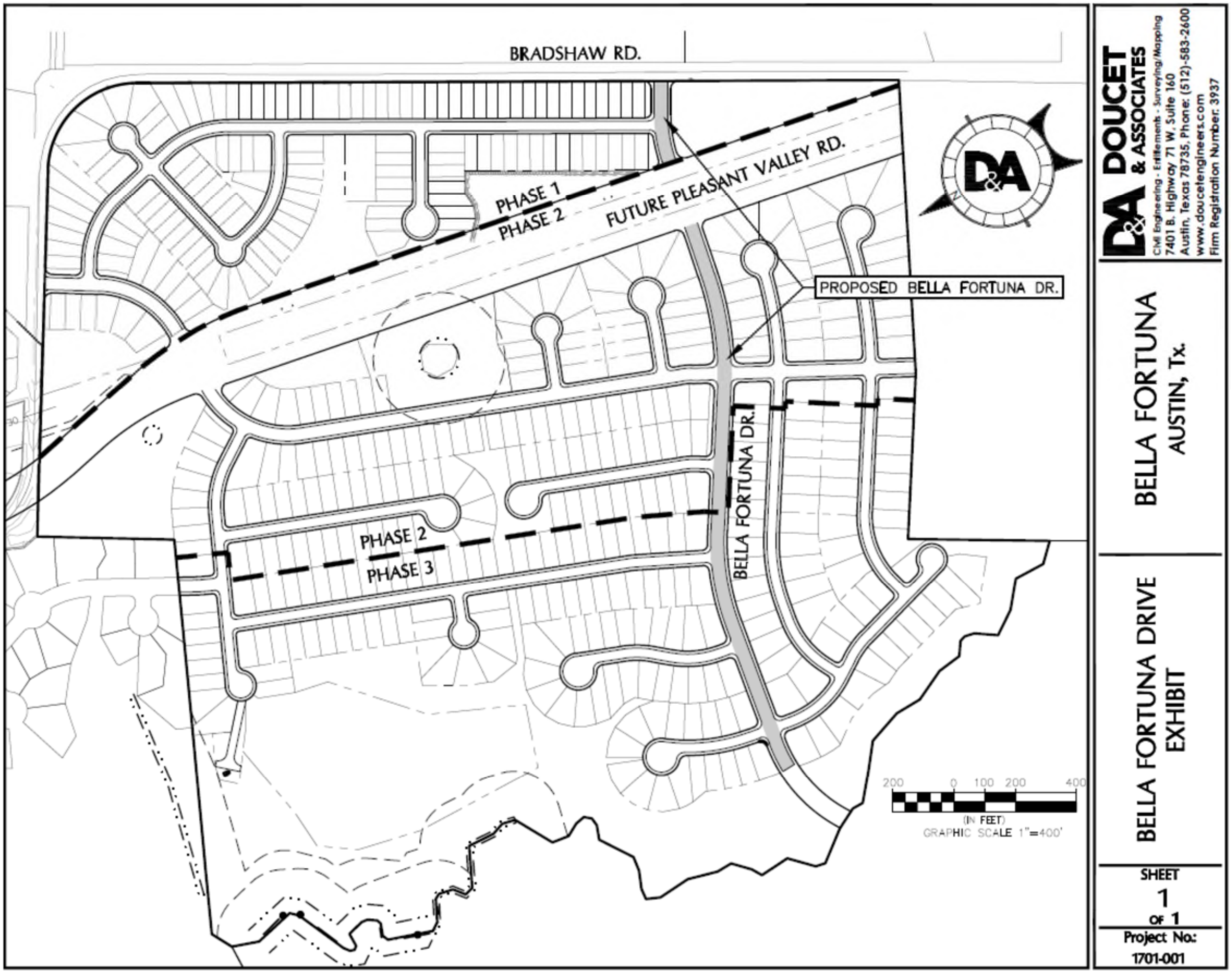
EXHIBIT I – MAPS DEPICTING AUTHORIZED IMPROVEMENTS





BRADSHAW RD.
WATER QUALITY/
DETENTION POND
WATER QUALITY/
DETENTION POND
PHASE 1
PHASE 2
FUTURE PLEASANT VALLEY RD.
PHASE 2
PHASE 3
WATER QUALITY/
DETENTION POND
200 0 100 200 400
(IN FEET)
DOUCET
& ASSOCIATES
Civil Engineering · Entitlements · Surveying/Mapping
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
Firm Registration Number: 3937
BELLA FORTUNA
AUSTIN, Tx.
WATER QUALITY /
DETENTION PONDS
EXHIBIT
SHEET
1
OF 1
Project No:
1701-001


BRADSHAW RD.
HIKE & BIKE TRAIL (TYP)
PHASE 1
PHASE 2
FUTURE PLEASANT VALLEY RD.
PHASE 2
PHASE 3
200 0 100 200 400
(IN FEET)
GRAPHIC SCALE 1"=400'
HIKE & BIKE TRAIL (TYP)
DOUCET & ASSOCIATES
Civil Engineering - Entitlements - Surveying/Mapping
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
Firm Registration Number: 3937
BELLA FORTUNA
AUSTIN, Tx.
HIKE & BIKE TRAIL EXHIBIT
SHEET
1
OF 1
Project No:
1701-001


BRADSHAW RD.
PHASE 1
PHASE 2
FUTURE PLEASANT VALLEY RD.
PROPOSED BELLA FORTUNA DR.
BELLA FORTUNA DR.
PHASE 2
PHASE 3
200 0 100 200 400
(IN FEET)
GRAPHIC SCALE 1"=400'
DOUCET & ASSOCIATES
Civil Engineering - Entitlements - Surveying/Mapping
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
Firm Registration Number: 3937
BELLA FORTUNA
AUSTIN, Tx.
BELLA FORTUNA DRIVE
EXHIBIT
SHEET
1
OF 1
Project No:
1701-001

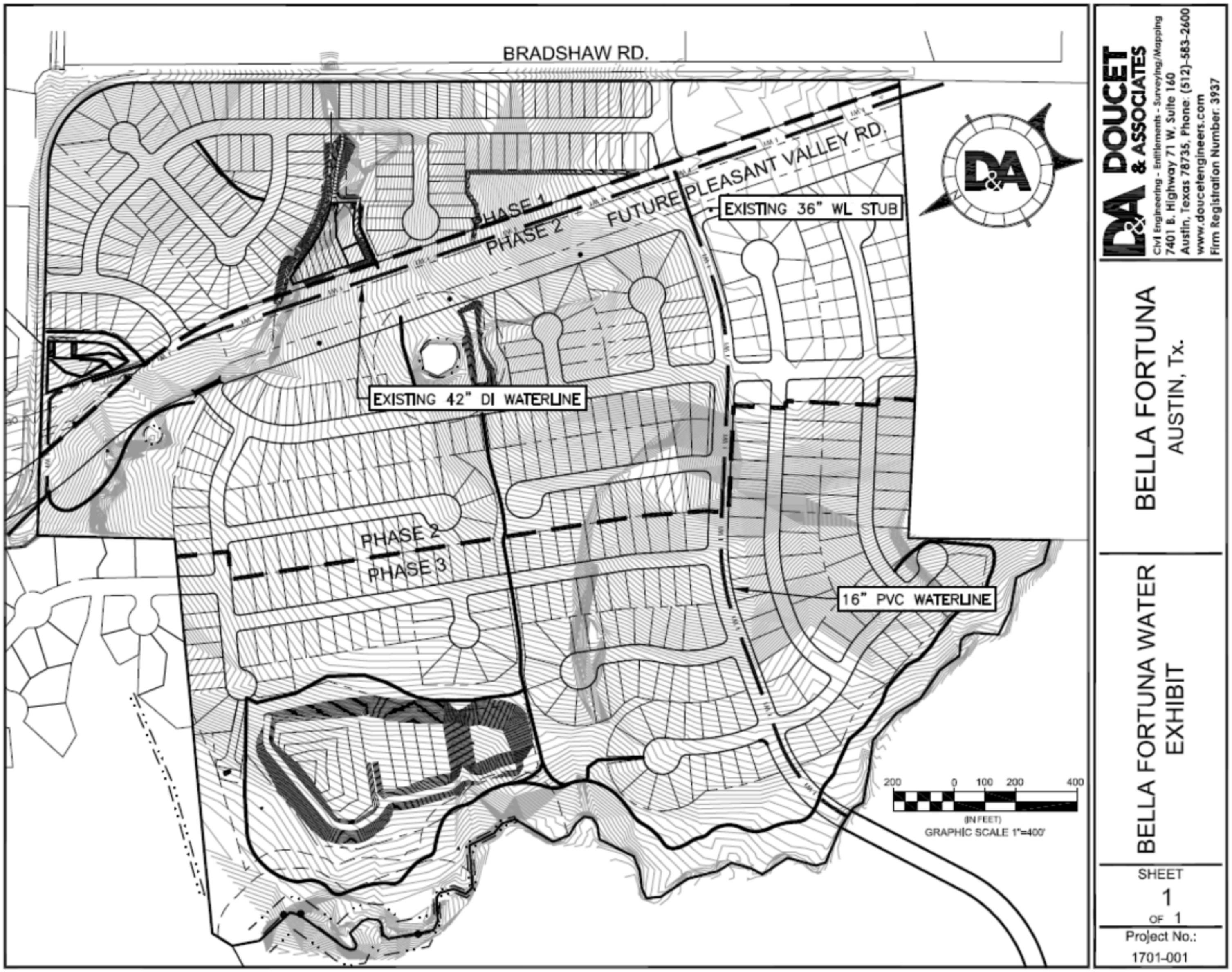

BRADSHAW RD.
FUTURE PLEASANT VALLEY RD.
PHASE 1
PHASE 2
EXISTING 36" WL STUB
EXISTING 42" DI WATERLINE
PHASE 2
PHASE 3
16" PVC WATERLINE
200 0 100 200 400
(IN FEET)
GRAPHIC SCALE 1"=400'
D&A DOUCET & ASSOCIATES
Civil Engineering - Entitlements - Surveying/Mapping
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
Firm Registration Number: 3937
BELLA FORTUNA
AUSTIN, Tx.
BELLA FORTUNA WATER EXHIBIT
SHEET
1
OF 1
Project No.:
1701-001

EXHIBIT J – FORM OF NOTICE OF PID ASSESSMENT LIEN TERMINATION

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

[Date]
Travis County Clerk's Office
Honorable [County Clerk Name]
5501 Airport Boulevard
Austin, Texas 78751

Re: **Travis County Lien Release documents for filing**

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

Enclosed is a lien release that Travis County is requesting to be filed in your office. Lien release for [insert legal description]. a subdivision according to the Plat Records of Travis County, Texas, in Document Number [______] of the Official Public Records of Travis County. Please forward copies of the filed documents below:

Economic & Strategic Planning
Attn: Christy Moffett
700 Lavaca Street, Suite 1560
Austin, TX 78701

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

Sincerely,

P3Works, LLC
P: (817)393-0353
admin@p3-works.com

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

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS	**§**	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TRAVIS	**§**	

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by Travis County, Texas.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "Commissioners Court") of the Travis County, Texas (hereinafter referred to as the "County"), is authorized by Chapter 372, Texas Local Government Code, as amended, to create public improvement districts within the County;

WHEREAS, on or about October 31, 2017, the Commissioners Court for the County, approved the creation of the Bella Fortuna Public Improvement District;

WHEREAS, the Bella Fortuna Public Improvement District consists of approximately 158.2 contiguous acres located within the County;

WHEREAS, on or about _____________, the Commissioners Court approved an order (hereinafter referred to as the "Assessment Order") approving a service and assessment plan and assessment roll for the Property within the Bella Fortuna Public Improvement District;

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

[legal description], a subdivision in Travis County, Texas, according to the map or plat of record in Document Number ________ of the Official Public Records of Travis County, Texas (hereinafter referred to as the "Property"); and

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

RELEASE

NOW THEREFORE, the County, the owner and holder of the Lien, Document Number ________, in the Official Public Records of Travis County, Texas, in the amount of the Lien Amount against the Property, releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

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

TRAVIS COUNTY, TEXAS,

By: ________________________________
[Name], Travis County

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of ________, 20__, by [Name], for Travis County, Texas, on behalf of Travis County.

____
Notary Public, State of Texas

<u>AFTER RECORDING RETURN TO:</u>
Travis County Planning & Budget Office
Christy Moffett
700 Lavaca Street, Suite 1560
Austin, TX 78701

EXHIBIT K – OWNER'S ENGINEER'S OPINION OF PROBABLE COST

Doucet & Associates, Inc.	Date:	7/10/2020
7401 B Hwy 71 W., Suite 160	Client Name:	Brohn Homes
Austin, Texas 78735 (512) 583-2600	Project Name:	Bella Fortuna
	D&A #:	1814-001-02

BELLA FORTUNA PID AGREEMENT TOTAL COSTS

ITEMS		Total Cost
Lift Station & Force Main	$	1,086,311.00
Offsite Wastewater	$	1,930,500.00
Water Quality/Detention Ponds	$	3,731,912.86
Bella Fortuna Drive	$	945,068.55
Bella Fortuna 24" Waterline	$	1,176,749
10' Wide Trail & Pocket Parks	$	881,920.00
ALL PHASES PID IMPROVEMENTS SUBTOTAL:	**$**	**9,752,461.41**

Doucet & Associates, Inc.			Date:	7/10/2020
7401 B Hwy 71 W., Suite 160			Client Name:	Brohn Homes
Austin, Texas 78735 (512) 583-2600			Project Name:	Bella Fortuna
			D&A #:	1814-001-02

BELLA FORTUNA PID AGREEMENT OPC - LIFT STATION & FORCE MAIN				
Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
SITE WORK				
Mobilization	1	LS	$ 40,000.00	$ 40,000.00
Stabilized Construction Entrance	1	EA	$ 1,000.00	$ 1,000.00
Clearing and Grubbing	1.65	ACRES	$ 3,500.00	$ 5,775.00
Silt Fence	1500	LF	$ 2.50	$ 3,750.00
Rock Berm	50	LF	$ 25.00	$ 1,250.00
Excavation	2000	CY	$ 3.00	$ 6,000.00
Fill	2000	CY	$ 2.00	$ 4,000.00
Revegetation	1	ACRES	$ 7,300.00	$ 10,220.00
SITE WORK SUBTOTAL				**$ 71,995.00**
UTILITIES				
Wastewater Improvements				
Pipe, 8-inch, All Depths	1441	LF	$ 35.00	$ 50,435.00
Wastewater Trench Protection	1441	LF	$ 1.00	$ 1,441.00
AARV	1	EA	$ 5,000.00	$ 5,000.00
Bends	5	EA	$ 500.00	$ 2,500.00
Lift Station	1	EA	$ 750,000.00	$ 750,000.00
Wastewater Utility Subtotal				**$ 809,376.00**
Dry Utility Improvements				
Electric Service (120/240)	1,000	LF	$ 150.00	$ 150,000.00
Dry Utility Subtotal				**$ 150,000.00**
UTILITIES SUBTOTAL				**$ 959,376.00**
PAVING IMPROVEMENTS				
Subgrade Prep - 6" Thick	1470	SY	$ 2.00	$ 2,940.00
Felxible base - 10" Thick (Collector)	1200	SY	$ 10.00	$ 12,000.00
Concrete Pavement - 12' Wide, 6" Thick	800	SY	$ 50.00	$ 40,000.00
PAVING IMPROVEMENTS SUBTOTAL				**$ 54,940.00**
TOTAL IMPROVEMENTS:				**$ 1,086,311.00**
10% CONTINGENCY:				**$ 108,631.10**
LIFT STATION & FORCE MAIN - IMPROVEMENT GRAND TOTAL:				**$ 1,194,942.10**

Doucet & Associates, Inc.		Date:	7/10/2020
7401 B Hwy 71 W., Suite 160		Client Name:	Brohn Homes
Austin, Texas 78735 (512) 583-2600		Project Name:	Bella Fortuna
		D&A #:	1814-001-02

BELLA FORTUNA OWNER/CITY COST SPLIT FOR OFFISTE WASTEWATER BASED ON ACTUAL BID FROM CASH CONSTRUCTION

WASTEWATER UTILITY COMPONENTS FOR 18" GRAVITY WASTWATER MAIN

Site Work - 18" Wastewater Interceptor

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
6095-B-18	3	ACRES	TOPSOIL & SEEDBED PREPARATION	$320.00	$960.00
6095-D-18	3	ACRES	NATIVE SEEDING	$2,300.00	$6,900.00
6095-F-18	290	KGAL	WATERING	$26.00	$7,540.00
SP-6415-18	1	EA	STABILIZED CONSTRUCTION ENTRANCE	$2,000.00	$2,000.00
6425-18	2490	LF	SILT FENCE FOR EROSION CONTROL	$3.00	$7,470.00
7005-TM-18	1	LS	TOTAL MOBILIZATION PAYMENT	$10,000.00	$10,000.00
			Subtotal - 18" Wastewater Interceptor - Site Work		**$34,870.00**

Materials - 18" Wastewater Interceptor

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
5065-M4WW-18	1	EA	STANDARD PRE-CAST MANHOLE W/PRE-CAST BASE, 48" DIA.	$8000.00	$8000.00
5095-1-18	1350	LF	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	$2.00	$2,700.00
510-AWW18	1350	LF	PIPE, 18-INCH DIA. PVC TYPE, (ALL DEPTHS), INCLUDING EXCAVATION & BACKFILL	$111.00	$149,850.00
15-33 0100-VFI-18	1	EA	VORTEX FLOW INSERT	$33,000.00	$33,000.00
15-33 05 00-P8WW-18	3	EA	POLYMER CONCRETE MANHOLE (96" DIA.)	$60000.00	$180,000.00
			Subtotal - 18" Wastewater Interceptor - Materials		**$373,550.00**
	Subtotal Bid - Wastewater Utility Components for 18" Gravity Wastewater Main				**$408,420.00**

WASTEWATER UTILITY COMPONENTS FOR 21" GRAVITY WASTWATER MAIN

Site Work - 21" Wastewater Interceptor

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
1025-B-21	84	STA	CLEARING & GRUBBING	$300.00	$25,200.00
3405-B-21	560	SY	HOT MIX ASPHALTIC CONCRETE PAVEMENT, 3 INCHES, TYPE C	$30.00	$16,800.00
3405-A-21	308	TONS	HOT MIX ASPHALTIC CONCRETE PAVEMENT, TYPE B	$120.00	$36,960.00
6095-B-21	5	ACRES	TOPSOIL & SEEDBED PREPARATION	$320.00	$1,600.00
6095-D-21	5	ACRES	NATIVE SEEDING	$5600.00	$28,000.00
6095-F-21	484	KGAL	WATERING	$26.00	$12,584.00
639-21	450	LF	ROCK BERM	$40.00	$18000.00
SP-6415-21	7	EA	STABILIZED CONSTRUCTION ENTRANCE	$2,000.00	$14,000.00
6425-21	4248	LF	SILT FENCE FOR EROSION CONTROL	$3.00	$12,744.00
7005-TM-21	1	LS	TOTAL MOBILIZATION PAYMENT	$10,000.00	$10,000.00
8035-SF-21	3600	LF	SAFETY FENCE	$4.00	$14,400.00
8035-MO-21	4	MO	BARRICADE, SIGNS & TRAFFIC HANDLING	$3,200.00	$12,800.00
			Subtotal - 21" Wastewater Interceptor - Site Work		**$203,088.00**

Materials - 21" Wastewater Interceptor

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
5015-21	170	LF	JACKING OR BORING 32 IN. PIPE, 3/8" THICK STEEL	$950.00	$161500.00
5055-B-30	20	LF	ENCASEMENT PIPE 30" DIA. TYPE PVC	$210.00	$4,200.00
506-M5WW-21	14	EA	STANDARD PRE-CAST MANHOLE W/PRE-CAST BASE, 60" DIA.	$11000.00	$154,000.00
5065-M6WW-21	1	EA	STANDARD PRE-CAST MANHOLE W/PRE-CAST BASE, 72" DIA.	$13,000.00	$13,000.00
5095-1-21	4650	LF	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	$2.00	$9,300.00
510-AWW21	4442	LF	PIPE, 21-INCH DIA. PVC TYPE, (ALL DEPTHS), INCLUDING EXCAVATION & BACKFILL	$125.00	$555,250.00
510-AWW30	206	LF	PIPE, 30-INCH DIA. PVC TYPE, (ALL DEPTHS), INCLUDING EXCAVATION & BACKFILL	$670.00	$138020.00
510-KWW30	0	TONS	DUCTILE IRON FITTINGS	$22,000.00	$5,500.00
55-33 01 00-VFI-21	1	EA	VORTEX FLOW INSERT	$35000.00	$35,000.00
55-33 05 00-P5WW-21	1	EA	POLYMER CONCRETE MANHOLE (60" DIA.)	$19,000.00	$19,000.00
55-33 05 00-P8WW-21	1	EA	POLYMER CONCRETE MANHOLE (96" DIA.)	$70000.00	$70,000.00
			Subtotal - 21" Wastewater Interceptor - Materials		**$1,164,770.00**
	Subtotal Bid - Wastewater Utility Components for 21" Gravity Wastewater Main				**$1,367,858.00**

Total Overall Bid:	**$1,776,278.00**
Change Order #1	**$28,872.00**
Change Order #2	**$32,625.00**
Change Order #3	**$70,850.00**
Change Order #4	**$21,875.00**
Total including change orders by 7/10/2020	**$1,930,500.00**

Determination of City's Reimbursement Amount for Offsite WW Interceptor Cost		
Cost related to 21" WW Improvements=		$1,367,838.00
Cost related to 18" WW Improvements=		$408,420.00
City's reimbursements on hard costs=	43% of 21" WW Cost=	$588,178.94
	56% of 18" WW Cost=	$228,715.20
City's reimbursements on soft costs=	15% of City's reimbursement hard cost for 21"WW=	$88,226.84
	15% of City's reimbursement hard cost for 18"WW=	$34,307.28
City's Total Reimbursement on hard costs=		$816,894.14 (less than NTE amount $2,127,645)
City's Total Reimbursement on soft costs=		$122,534.12 (less than NTE amount of $319,146.75)
Total Cost Reimbursement by the City (hard & soft costs)=		**$939,428.261 (less than NTE amount of $2,446,791.75)**
Remaning Cost by the Developer:		**$836,849.739**

Doucet & Associates, Inc.	**Date:**	7/10/2020
7401 B Hwy 71 W., Suite 160	**Client Name:**	Brohn Homes
Austin, Texas 78735 (512) 583-2600	**Project Name:**	Bella Fortuna
	D&A #:	1814-001-02

BELLA FORTUNA PID AGREEMENT OPC - WATER QUALITY/DETENTION PONDS

Item	Quantity	Unit	Unit Cost	Total
Pond A				
Concrete Drive	1	EA	$ 3,296.99	$ 3,296.99
Fence	1	LS	$ 27,865.80	$ 13,932.90
12' Chainlink Gate	1	EA	$ 1,328.88	$ 1,328.88
Sed Marker	1	EA	$ 847.50	$ 847.50
Sign	4	EA	$ 395.50	$ 1,582.00
6" HW	1	EA	$ 740.72	$ 740.72
4' Trickle Channel	240	LF	$ 59.84	$ 14,361.60
Concrete Splitter Box	34	CY	$ 2,808.61	$ 95,492.74
Gabion Wall - 5.5'	51	LF	$ 236.23	$ 12,047.73
Concrete Wall	8,700	FF	$ 71.72	$ 623,964.00
Sand, Filtration Pond	540	SY	$ 78.66	$ 42,476.40
6" PVC Filtration Pipe	400	LF	$ 70.03	$ 28,012.00
Concrete Outfall Structure	40	CY	$ 525.59	$ 21,023.60
Rock Riprap	100	SY	$ 41.40	$ 4,140.00
36" RCP	95	LF	$ 125.43	$ 11,915.85
Concrete Driveway Apron	54	SY	$ 0.02	$ 1.08
Crushed Granite Maintenance Access Drive	360	SY	$ 14.38	$ 5,176.80
Concrete Pond Access Ramp	90	SY	$ 104.27	$ 9,384.30
Clearing and Grubbing	0.73	AC	$ 3,500.00	$ 2,568.35
Excavation	9,120	CY	$ 2.20	$ 20,064.00
Embankment	70	CY	$ 2.08	$ 145.60
Mortared Rock Wall	5,800	SF	$ 25.14	$ 145,812.00
Pond A Subtotal				**$ 1,058,315.04**

Pond B						
Concrete Drive	1	EA	$	3,296.99	$	3,296.99
Fence	0	LS	$	27,865.80	$	-
12' Chainlink Gate	1	EA	$	1,328.88	$	1,328.88
Sed Marker	1	EA	$	847.50	$	847.50
Sign	4	EA	$	395.50	$	1,582.00
6" HW	1	EA	$	740.72	$	740.72
Concrete Splitter Box	18	CY	$	3,664.20	$	65,589.18
Gabion Wall	38	LF	$	215.07	$	8,172.66
Concrete Wall	6,800	FF	$	67.39	$	458,252.00
Sand, Filtration Pond	42	SY	$	806.82	$	33,886.44
6" PVC Filtration Pipe	390	LF	$	57.65	$	22,483.50
Concrete Outfall Structure	40	CY	$	394.36	$	15,774.40
Rock Riprap	86	SY	$	41.42	$	3,562.12
30" RCP	7	LF	$	82.13	$	574.91
30" HW with dissipators and 12" Rock Riprap	1	EA	$	5,423.79	$	5,423.79
Concrete Driveway Apron	18	SY	$	0.06	$	1.08
Crushed Granite Maintenance Access Drive	567	SY	$	14.42	$	8,176.14
Concrete Pond Access Ramp	86	SY	$	109.85	$	9,447.10
Clearing and Grubbing	0.96	AC	$	3,500.00	$	3,347.58
Excavation	2,900	CY	$	2.20	$	6,380.00
Embankment	1,230	CY	$	2.08	$	2,558.40
Mortared Rock Wall	165	FF	$	37.94	$	6,260.10
Pond B Subtotal					**$**	**657,685.49**

Pond C					
Concrete Drive	1	EA	$3,400.00	$	3,400.00
Fence	1	LS	$22,600.00	$	22,600.00
12' Chainlink Gate	1	EA	$1,050.00	$	1,050.00
Sed Marker	1	EA	$830.00	$	830.00
Sign	1	EA	$390.00	$	390.00
6" HW	1	EA	$880.00	$	880.00
4' Trickle Channel	0	LF	$65.00	$	-
				$	-
Water Quality Pond C				$	-
Concrete Splitter Box	120	CY	$2,800.00	$	336,000.00
Gabion Wall - 5.5'	110	LF	$235.00	$	25,850.00
Concrete Wall	3,135	FF	$70.00	$	219,450.00
Excavation	30,600	CY	$3.00	$	91,800.00
Fill	34,500	CY	$3.00	$	103,500.00
Sand, Filtration Pond	7,200	SY	$80.00	$	576,000.00
6" PVC Filtration Pipe	2,000	LF	$55.00	$	110,000.00
Concrete Outfall Structure	70	CY	$5,000.00	$	350,000.00
Rock Riprap	290.00	SY	$47.00	$	13,630.00
6'x3' Box	120.00	LF	$350.00		
Concrete Driveway Apron	54.00	SY	$65.00		
12' wide Crushed Granite Maintenance Access Drive	3,509	SY	$16.00	$	56,144.00
Concrete Pond Access Ramp	592	SY	$88.00	$	52,096.00
Pond C Subtotal				**$**	**1,963,620.00**

Pond D						
Fence	1	LS	$	27,865.80	$	27,865.80
12' Chainlink Gate	1	EA	$	1,328.88	$	1,328.88
Sed Marker	1	EA	$	847.50	$	847.50
Sign	1	EA	$	395.50	$	395.50
18" HW	1	EA	$	2,250.00	$	2,250.00
Gabion Wall - 5.5'	50	LF	$	236.23	$	11,811.50
18" RCP	45	LF	$	47.00	$	2,115.00
Rock Riprap	8	SY	$	41.40	$	331.20
Clearing and Grubbing	0.41	AC	$	3,500.00	$	1,434.15
Excavation	1,580	CY	$	2.20	$	3,476.00
Embankment	210	CY	$	2.08	$	436.80
Pond D Subtotal					**$**	**52,292.33**
TOTAL IMPROVEMENTS:					**$**	**3,731,912.86**
10% CONTINGENCY:					**$**	**373,191.29**
WATER QUALITY/DETENTION PONDS - IMPROVEMENT GRAND TOTAL:					**$**	**4,105,104.15**

Doucet & Associates, Inc. **7401 B Hwy 71 W., Suite 160** **Austin, Texas 78735 (512) 583-2600**				Date: **Client Name:** **Project Name:** **D&A #:**		7/10/2020 Brohn Homes Bella Fortuna 1814-001-02
BELLA FORTUNA PID AGREEMENT OPC - BELLA FORTUNA ROAD						
Item	**Quantity**	**Unit**		**Unit Cost**		**Total**
PAVING IMPROVEMENTS - PHASE 1						
Subgrade Prep - Lime Stabilized, 8" Thick	3,548	SY	$	6.61	$	23,455.20
Felxible base - 15" Thick (Collector)	3,226	SY	$	40.48	$	130,582.63
HMAC, 2-inches (Collector - 41' Wide)	0	SY	$	11.87	$	-
Curb and Gutter	1,133	LF	$	14.43	$	16,349.19
ADA Ramps	4	EA	$	1,176.69	$	4,706.76
Street Signs	2	EA	$	565.00	$	1,130.00
4' Sidewalk by Developer	390	LF	$	55.35	$	21,586.50
Excavation	264	CY	$	2.49	$	657.36
Embankment	95	CY	$	1.53	$	145.35
Subgrade Preparation	3,548	SY	$	2.09	$	7,416.24
Single layer of Biaxial Grid meeting TXDOT Standard DMS 6240 Type II	1,294	SY	$	1.77	$	2,290.77
Clearing and Grubbing	3	STA	$	628.43	$	1,822.45
Hot Mix Asphaltic Concrete Pavement, 3 inches, Type C	1,050	SY	$	17.70	$	18,585.00
Total Mobilization Payment	0	LS	$	97,431.13	$	-
Barricade	1	EA	$	988.75	$	988.75
SWPPP Plan & Inspections	0	LS	$	4,068.00	$	-
24" Ribbon Curb	0	LF	$	17.43	$	-
PAVING IMPROVEMENTS - PHASE 1 SUBTOTAL					**$**	**229,716.20**
PAVING IMPROVEMENTS - PHASE 2						
Subgrade Prep - Lime Stabilized, 8" Thick	5,012	SY	$	8.00	$	40,095.73
Felxible base - 15" Thick (Collector)	4,556	SY	$	15.00	$	68,345.00
HMAC, 2-inches (Collector - 41' Wide)	4,246	SY	$	11.20	$	47,552.71
Curb and Gutter	1,656	LF	$	13.00	$	21,528.00
ADA Ramps	2	EA	$	890.00	$	1,780.00
Street Signs	2	EA	$	385.00	$	770.00
4' Sidewalk by Developer	1,656	LF	$	18.00	$	29,808.00
Excavation	4,350	CY	$	2.49	$	10,831.50
Embankment	325	CY	$	1.53	$	497.25
Subgrade Preparation	5,012	SY	$	2.09	$	10,475.01
Single layer of Biaxial Grid meeting TXDOT Standard DMS 6240 Type II	4,368	SY	$	1.77	$	7,731.36
Clearing and Grubbing	8	STA	$	628.43	$	4,776.07
Hot Mix Asphaltic Concrete Pavement, 3 inches, Type C	3,696	SY	$	17.70	$	65,419.20
Total Mobilization Payment	0	LS	$	97,431.13	$	-
Barricade	2	EA	$	988.75	$	1,977.50
SWPPP Plan & Inspections	0	LS	$	4,068.00	$	-
24" Ribbon Curb	0	LF	$	17.43	$	-
PAVING IMPROVEMENTS - PHASE 2 SUBTOTAL					**$**	**311,587.33**

PAVING IMPROVEMENTS - PHASE 4						
Subgrade Prep - Lime Stabilized, 8" Thick	5,784	SY	$	8.00	$	46,268.74
Felxible base - 15" Thick (Collector)	5,258	SY	$	15.00	$	78,867.17
HMAC, 2-inches (Collector - 41' Wide)	4,899	SY	$	11.20	$	54,873.99
Curb and Gutter	2,001	LF	$	13.00	$	26,013.00
ADA Ramps	10	EA	$	890.00	$	8,900.00
Street Signs	4	EA	$	385.00	$	1,540.00
4' Sidewalk by Developer	2,001	LF	$	18.00	$	36,018.00
Excavation	1,285	CY	$	2.49	$	3,199.65
Embankment	7,380	CY	$	1.53	$	11,291.40
Subgrade Preparation	5,784	SY	$	2.09	$	12,087.71
Single layer of Biaxial Grid meeting TXDOT Standard DMS 6240 Type II	6,760	SY	$	1.77	$	11,965.20
Clearing and Grubbing	12	STA	$	628.43	$	7,541.16
Hot Mix Asphaltic Concrete Pavement, 3 inches, Type C	5,720	SY	$	17.70	$	101,244.00
Total Mobilization Payment	0	LS	$	97,431.13	$	-
Barricade	4	EA	$	988.75	$	3,955.00
SWPPP Plan & Inspections	0	LS	$	4,068.00	$	-
24" Ribbon Curb	0	LF	$	17.43	$	-
PAVING IMPROVEMENTS - PHASE 4 SUBTOTAL					$	403,765.01
TOTAL IMPROVEMENTS:					$	945,068.55
10% CONTINGENCY:					$	94,506.85
PHASE 1 - IMPROVEMENT GRAND TOTAL:					$	1,039,575.40

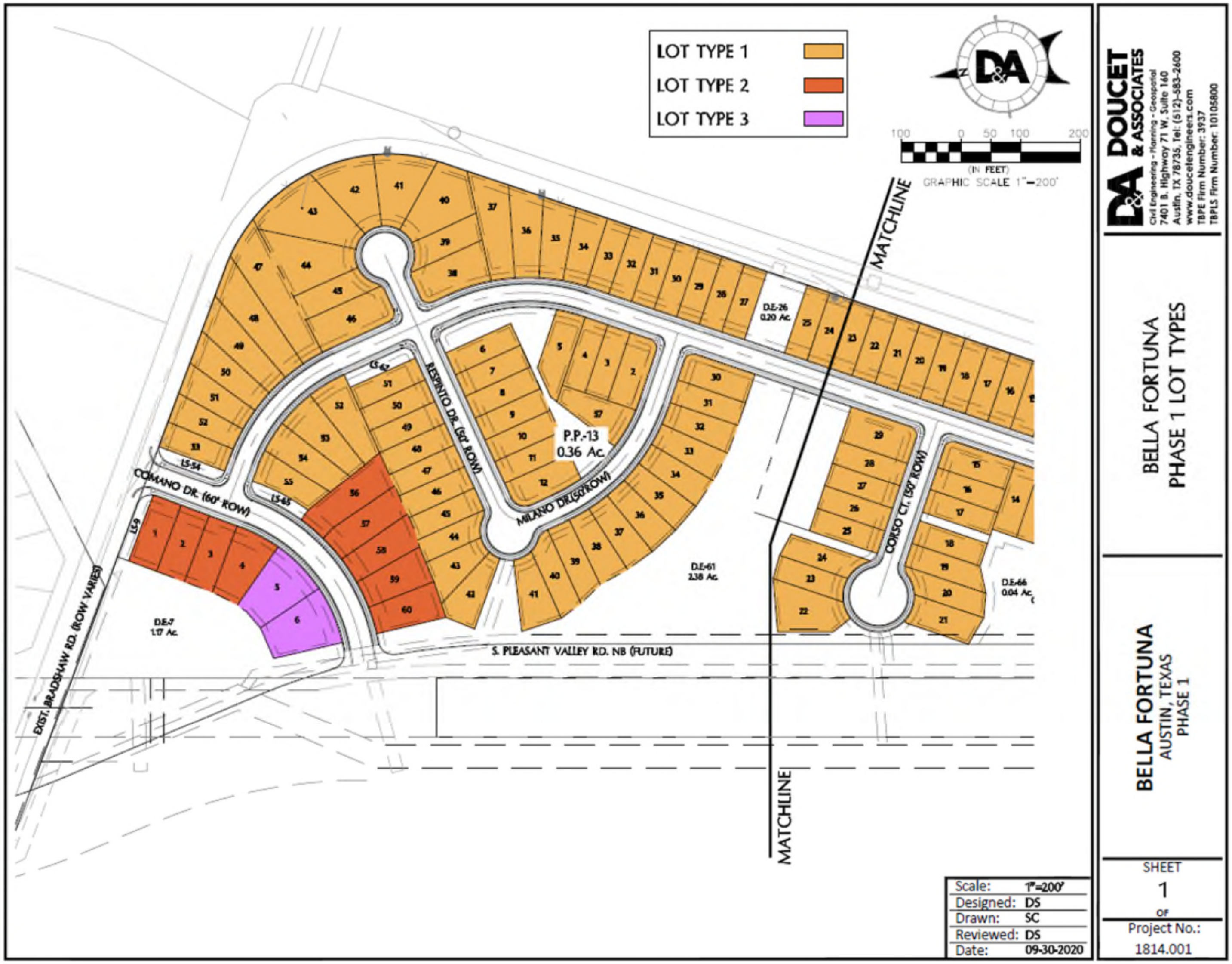
Doucet & Associates, Inc.			Date:	7/10/2020
7401 B Hwy 71 W., Suite 160			Client Name:	Brohn Homes
Austin, Texas 78735 (512) 583-2600			Project Name:	Bella Fortuna
			D&A #:	1814-001-02
BELLA FORTUNA PID AGREEMENT OPC - WATER SER				
Item	Quantity	Unit	Unit Cost	Total
Water Improvements (with 24" DI)				
Pipe, 24-inch, DI	2,100	LF	$200.00	$419,924
Trench Safety	2,100	LF	$2.00	$4,200
Gate Valve, 24-inch	12	EA	$39,000.00	$468,000
Fire Hydrant Assembly	6	EA	$5,000.00	$30,000
Connection to existing 36" stub with 36 X 24 reducer	1	EA	$15,000.00	$15,000
Plug 24" line	1	EA	$2,500.00	$2,500
24" X 8" Cross	2	EA	$8,500.00	$17,000
24" X 8" Tee	3	EA	$8,000.00	$24,000
Water Improvements with 24" DI				$980,624
WATER IMPROVEMENTS WITH 24" DI (including 20% contingencies)				$1,176,749
		CITY OF AUSTIN REIMBURSEMENT		$588,374
		REMAINING COST BY DEVELOPER		$588,374

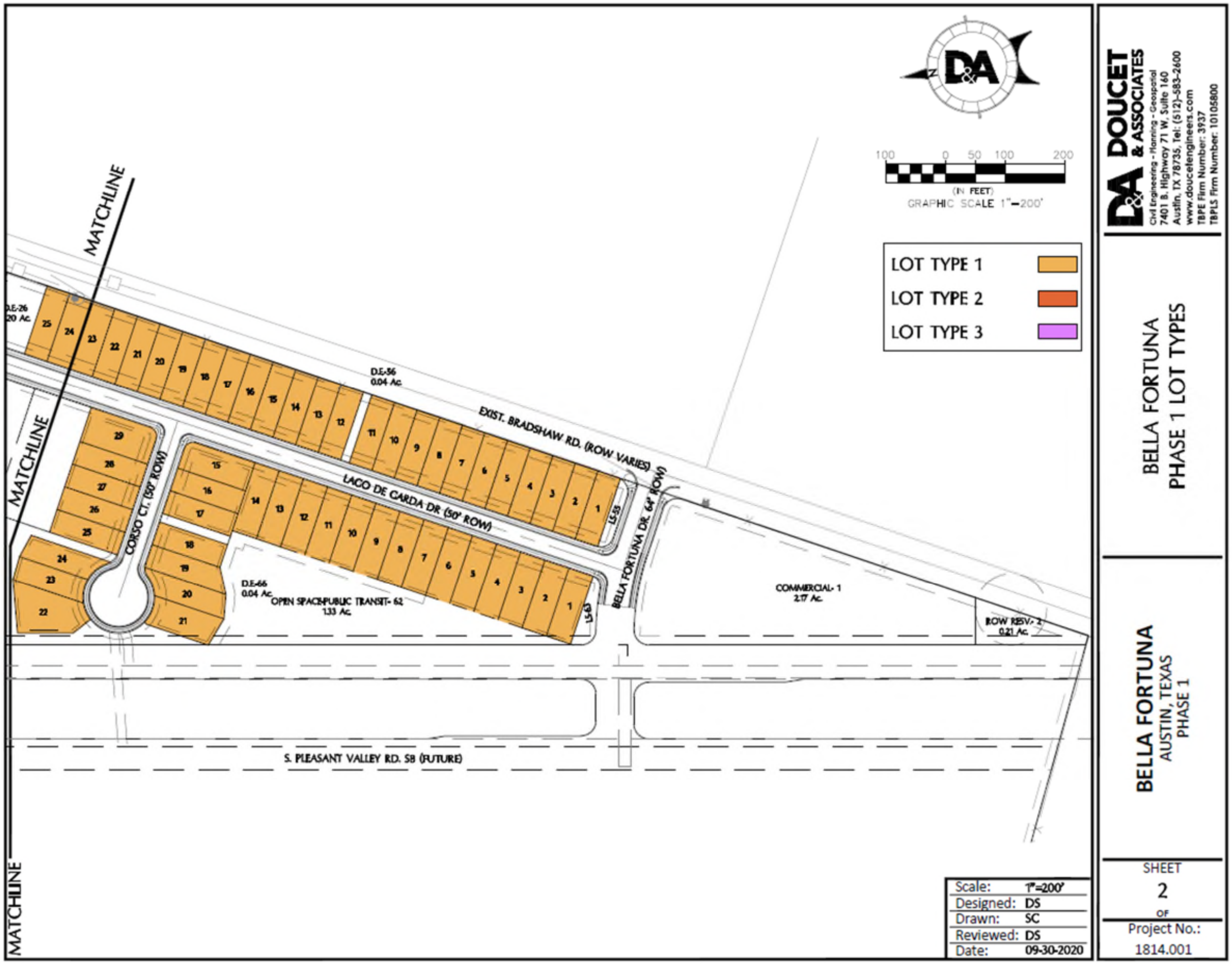
Doucet & Associates, Inc.			**Date:**	7/10/2020
7401 B Hwy 71 W., Suite 160			**Client Name:**	Brohn Homes
Austin, Texas 78735 (512) 583-2600			**Project Name:**	Bella Fortuna
			D&A #:	1814-001-02

BELLA FORTUNA PID AGREEMENT OPC - 10' WIDE TRAIL & POCKET PARKS

Item	Quantity	Unit	Unit Cost	Total
SITE WORK				
Mobilization	1	LS	$ 25,000.00	$ 25,000.00
Clearing and Grubbing	106	STA	$ 120.00	$ 12,720.00
Silt Fence	12000	LF	$ 3.10	$ 37,200.00
Rock Berm	240	LF	$ 25.00	$ 6,000.00
Excavation	4800	CY	$ 3.00	$ 14,400.00
Fill	4800	CY	$ 2.00	$ 9,600.00
Pocket Park	3	EA	$ 100,000.00	$ 300,000.00
10' Wide Trail	10600	SY	$ 45.00	$ 477,000.00
TOTAL IMPROVEMENTS:				**$ 881,920.00**
10% CONTINGENCY:				**$ 88,192.00**
TOTAL 10' WIDE TRAIL & POCKET PARKS:				**$ 970,112.00**

EXHIBIT L – LOT TYPE MAPS




LOT TYPE 1
LOT TYPE 2
LOT TYPE 3
(IN FEET)
GRAPHIC SCALE 1"=200'
MATCHLINE
MATCHLINE
MATCHLINE
D.E.-56
0.04 Ac.
EXIST. BRADSHAW RD. (ROW VARIES)
LAGO DE GARDA DR (50' ROW)
CORSO CT. (50' ROW)
BELLA FORTUNA DR. 64' ROW)
D.E.-66
0.04 Ac.
OPEN SPACE-PUBLIC TRANSIT- 62
1.33 Ac.
COMMERCIAL- 1
2.17 Ac.
ROW RESV.- 2
0.21 Ac.
S. PLEASANT VALLEY RD. SB (FUTURE)
DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPE Firm Number: 3937
TBPLS Firm Number: 10105800
BELLA FORTUNA
PHASE 1 LOT TYPES
BELLA FORTUNA
AUSTIN, TEXAS
PHASE 1
Scale: 1"=200'
Designed: DS
Drawn: SC
Reviewed: DS
Date: 09-30-2020
SHEET
2
OF
Project No.:
1814.001

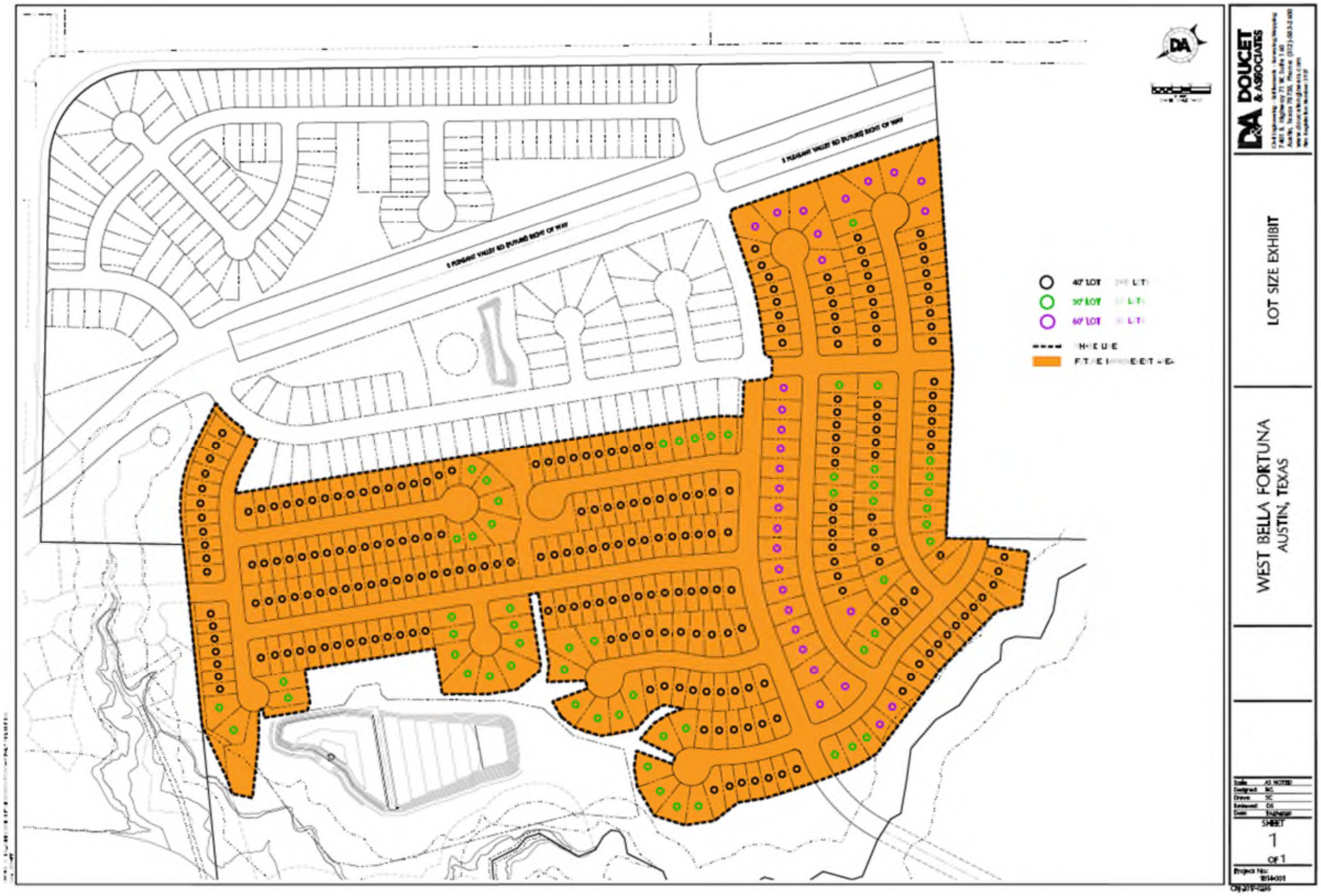

DOUCET & ASSOCIATES
LOT SIZE EXHIBIT
WEST BELLA FORTUNA
AUSTIN, TEXAS
AS NOTED
SHEET
1
OF 1
Project No:

EXHIBIT M – MAXIMUM ASSESSMENT

Lot Size	Units/SF	Finished Lot Price/Price per SQ FT	Total Finished Lot Value	Assessed Value per Unit/SF[1]	Total Assessed Value	Total Assessment	Average Annual Installment[2]	Assessment per Unit/SF[3]	Average Annual Installment per Unit/SF	Equivalent Tax Rate (per Buildout
40'	367	$ 52,000	$ 19,084,000	$ 236,029	$ 86,622,655	$ 5,056,916.33	$ 411,486	$ 13,779.06	$ 1,121.21	$ 0.4750
50'	130	$ 65,000	$ 8,450,000	$ 262,254	$ 34,093,082	$ 1,985,309.18	$ 161,546	$ 15,310.07	$ 1,245.79	$ 0.4750
60'	32	$ 78,000	$ 2,496,000	$ 314,705	$ 10,070,572	$ 587,906.71	$ 47,838	$ 18,372.08	$ 1,494.95	$ 0.4750
Commercial	26,136	$ 6.00	$ 784,080	$ 150.00	$ 3,920,400	$ 228,867.78	$ 18,623	$ 8.76	$ 0.71	$ 0.4750
Total	**529**		**$ 30,814,080**		**$ 134,706,709**	**$ 7,859,000**	**$ 639,494**			

1) Based on the Estimated Buildout Values as of the date the Assessments were levied.

2) Average Annual Installment is calculated beginning with the installment due 1/31/25 through the term of the Bonds.

3) The Assessment per unit includes the principal due 1/31/2024 in order to reflect the full amount of the PID Bonds. The outstanding Assessment amounts shown in the Assessment Roll and in the Buyer Disclosures exclude the principal due 1/31/2024 in order to reflect the current outstanding Assessment per lot type to potential buyers as of the date of this Amended and Restated SAP.

EXHIBIT N – AMENDED AND RESTATED FUNDING AGREEMENT

AMENDED AND RESTATED BELLA FORTUNA PUBLIC IMPROVEMENT DISTRICT FUNDING AGREEMENT

This Amended and Restated Bella Fortuna Public Improvement District Funding Agreement (this "Funding Agreement") dated March 19, 2024 (the "Effective Date"), is executed by Travis County, Texas (the "County") and the Travis County Development Authority (the "TCDA"), a public non-profit corporation incorporated under Subchapter D of Chapter 431, Texas Transportation Code, as amended ("Chapter 431"), and Chapter 394, Texas Local Government Code, as amended ("Chapter 394" and together with Chapter 431, the "LGC Act"). This Funding Agreement amends and restates the Bella Fortuna Public Improvement District Funding Agreement between the County and the TCDA effective December 1, 2020 (the "Original Agreement") in its entirety and such prior agreement shall cease to exist as of the Effective Date of this Funding Agreement. The County and the TCDA are individually referred to as a "Party" and collectively as the "Parties". Capitalized terms used in this Funding Agreement have the same meanings given to them in the Service and Assessment Plan (defined below) unless otherwise defined in this Funding Agreement.

RECITALS

A. On October 31, 2017, the Commissioners Court of the County (the "Commissioners Court") passed and approved a resolution (the "Authorization Resolution") that authorized the creation of the Bella Fortuna Public Improvement District (the "District") pursuant to Chapter 372, Texas Local Government Code, as amended (the "PID Act"), which Authorization Resolution was published in a newspaper of general circulation in the County and the extraterritorial jurisdiction of the City of Austin (the "City") on November 10, 2017.

B. The District includes approximately 158.2 acres in the County and the extraterritorial jurisdiction of the City and generally located along and west of Bradshaw Road, south of Onion Creek, north of FM 1327 and east of IH-35, which property is described in Exhibit "A" (the "Property").

C. The TCDA was formed pursuant to the provisions of the LGC Act which authorizes the TCDA to assist and act on behalf of the County and to engage in activities in the furtherance of the purposes for which TCDA was created.

D. The TCDA was created by the County for the purpose of aiding, assisting, and acting on behalf of the County in the performance of its governmental functions to promote the common good and general welfare of the County; to promote, develop, encourage, and maintain education facilities, employment, commerce, and economic development in the County, and is empowered to aid, assist, and act on behalf of the County in managing public improvement districts created under the PID Act, including the District. The TCDA has all other powers of a like or different nature not prohibited by law which are available to nonprofit corporations in Texas and that are necessary or useful to enable the TCDA to perform the purposes for which it was created, including the power to issue bonds, notes, or other obligations and otherwise exercise its borrowing power to accomplish the purposes for which it was created, provided that the TCDA may not issue bonds without the consent of the Commissioners Court.

E. The County, after due and careful consideration, has (1) concluded that the development of land within the County through the establishment of public improvement districts, including the District, and the financing of public improvement projects, including the Public Improvements (as defined below), through public improvement districts promotes the common good and general welfare of the County by promoting, developing, encouraging, and maintaining employment, commerce, and economic development in the County, and (2) found that the TCDA is authorized to aid, assist, and act on behalf of the County in managing the District and to issue bonds to accomplish such purpose.

F. The County and the TCDA have entered into a Contract for Management and Administrative Services dated April 24, 2018 (the "Management Contract") pursuant to which the TCDA agreed to provide management and administrative services for the public improvement districts created by the Commissioners Court.

G. The County and the TCDA have entered into an Agreement for Billing and Collection Services dated November 17, 2020, and automatically renewable annually unless terminated by either Party as provided therein (the "Billing and Collections Services Agreement") that authorizes the County, acting through the County Tax Assessor-Collector (as defined herein), to bill and collect assessments on behalf of the TCDA.

H. The purpose of the District is to finance certain public improvements authorized by the PID Act (the "Authorized Improvements") that promote the interest of the County and confer a special benefit on the Property within the District.

I. On May 28, 2019, the County and TCDA entered into the Bella Fortuna Public Improvement District Financing Agreement (as amended, the "Financing Agreement") with the TCDA and Views at Onion Creek, LP, a Texas limited partnership (the "Original Owner"), which established provisions for (i) the levy and collection of assessments, (ii) the construction of certain Authorized Improvements benefiting the District (the "Public Improvements"), (iii) payment for the Public Improvements and (iv) the issuance of public improvement district bonds ("PID Bonds") for the financing of the Public Improvements.

J. On August 25, 2020, the County and TCDA entered into the First Amendment to the Financing Agreement with the TCDA and Clayton Properties Group, a Tennessee corporation doing business in Texas as Brohn Homes, successor in interest to the Original Owner (the "Owner").

K. On May 28, 2019, the County and TCDA entered into the Bella Fortuna Public Improvement District Acquisition and Reimbursement Agreement (as amended and as assigned to the Owner, the "Reimbursement Agreement") with the TCDA and the Original Owner, providing that the TCDA will pay to the Owner an amount equal to the Actual Costs of the Public Improvements, plus simple interest as provided therein (the "Reimbursement Agreement Balance").

L. The Owner has constructed or will construct the Public Improvements over time to serve the entire Property.

M. The TCDA and Wilmington Trust, National Association (the "TCDA Depository Bank") have entered into the Bella Fortuna Public Improvement District Deposit Agreement dated as of May 16, 2023 (the "Depository Agreement"), relating to the deposit and disbursement of the annual installments of the Assessments (as defined below).

N. On November 17, 2020, the Commissioners Court by a resolution made findings and determinations relating to the costs of the Public Improvements, received and accepted a preliminary service and assessment plan and proposed assessment roll, called a public hearing for December 1, 2020 (the "Public Hearing"), and directed County staff to (1) file said proposed assessment roll with the Tax Assessor-Collector of the County (the "County Tax Assessor-Collector") and to make them available for public inspection as required by Section 372.016(b) of the PID Act and (2) publish such notice as required by Section 372.016(b) of the PID Act relating to the Public Hearing.

O. The County held the Public Hearing on December 1, 2020, and, upon closing such hearing, adopted an Order (the "Assessment Order") approving a final service and assessment plan (as updated from time to time, the "Original Service and Assessment Plan") and levying an assessment on the land within the District (the "Assessments").

P. Upon providing evidence that the conditions precedent in Article V of the Financing Agreement have been satisfied, the Owner may request that the Commissioners Court consider the adoption of a resolution consenting to the issuance of a series of PID Bonds by the TCDA to acquire, reimburse, or finance the Actual Costs of the Public Improvements.

Q. On September 26, 2023, the County and the TCDA, each approved a resolution directing County and TCDA staff to commence preparations for the issuance of PID Bonds for the payment of the costs of the Public Improvements, including the preparation of an indenture of trust (the "Indenture") between the TCDA and Wilmington Trust, National Association, as trustee (the "Bond Trustee"), which will contain provisions regarding the TCDA's transfers of Contract Assessment Revenues (as defined herein) to the Bond Trustee.

R. Upon request of the Owner and evidence that the conditions precedent to the issuance of PID Bonds contained in Article V of the Financing Agreement had been satisfied, the Commissioners Court adopted a resolution consenting to the issuance of PID Bonds by the TCDA.

S. On March 19, 2024, the County adopted an Order approving an amended and restated service and assessment plan (as amended from time to time, the "Service and Assessment Plan"), which amends and restates the Original Service and Assessment Plan in its entirety.

T. The Service and Assessment Plan and the Assessment Order provide that the Assessments against the Assessed Property will be paid annually in installments (the "Annual Installments") until such Assessments and any other related amounts owed under the Reimbursement Agreement and, if issued, PID Bonds are paid in full.

U. Pursuant to the PID Act and the LGC Act, the County may enter into an agreement that provides for payment of the Assessments, including the Annual Installments thereof, collected or caused to be collected by the County to the TCDA (the "Contract Assessment Revenues") to secure the payment of the Reimbursement Agreement Balance and, if issued, PID Bonds.

V. The Parties wish to amend and restate the Original Agreement to revise the provisions regarding the transfer of the Contract Assessment Revenues to the Bond Trustee.

W. The Parties intend that:

1. Pursuant to the Management Contract, the TCDA, on behalf of the County, will provide management and administrative services for the District;

2. The Assessments levied by the County, interest thereon, and the Annual Collection Costs will be collected in annual installments by the County, acting through the County Tax Assessor-Collector, on behalf of the TCDA;

3. Pursuant to the Billing and Collections Services Agreement and this Funding Agreement, the County Tax Assessor-Collector will collect the Assessments, interest thereon, and the Annual Collection Costs, and remit such revenues, less any fee of the County Tax Assessor-Collector, to the TCDA for deposit in the Operating Account (as defined herein) held by the TCDA Depository Bank, or if PID Bonds are issued, to the Bond Trustee;

4. The Contract Assessment Revenues payable to the TCDA under this Funding Agreement will be used as follows:

    (a) prior to the issuance of the PID Bonds, from amounts on deposit in the Operating Account held by the TCDA Depository Bank:

        (1) acquire the Public Improvements from the Owner or reimburse the Owner for the Actual Costs of the Public Improvements, pursuant to the terms of this Funding Agreement, the Reimbursement Agreement, and the Financing Agreement; and

        (2) pay Annual Collection Costs.

    (b) upon the issuance of the PID Bonds, transferred by the TCDA to the Bond Trustee and deposited as provided under the Indenture:

        (1) pledged as security under the Indenture to the payment of the PID Bonds issued by the TCDA for the purpose to be identified in the Indenture;

        (2) pledged as security, on a subordinate basis, to the payment of any remaining Reimbursement Agreement Balance due under the Reimbursement Agreement; and

        (3) pay Annual Collection Costs.

For and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1.0 SERVICES OF TCDA

1.1 Pursuant to the Management Contract, the TCDA will provide management and administrative services for the District, including performing or assisting the County in performing its obligations under the Service and Assessment Plan and under any other agreement to which the County is a party or by which it is bound, and which are related to the management and administration of the District.

1.2 As requested by the County, the TCDA will assist in the preparation of updates, amendments, or supplements to the Service and Assessment Plan.

1.3 As requested by the County, the TCDA has entered into the Reimbursement Agreement and the Financing Agreement.

1.4 As requested by the County, the TCDA will consider the issuance of the PID Bonds.

2.0 PAYMENT FOR THE PUBLIC IMPROVEMENTS

2.1 The County and the TCDA have entered into the Financing Agreement with the Owner to, in part, finance the Actual Costs or reimburse the Owner for the Actual Costs of constructing the Public Improvements, including the Public Improvements. The Actual Costs of constructing the Public Improvements will be paid from: (a) Contract Assessment Revenues, (b) if issued, the proceeds of the PID Bonds, or (c) fiscal security provided by the Owner pursuant to the Financing Agreement (subject to reimbursement pursuant to the Reimbursement Agreement).

2.2 Pursuant to this Funding Agreement, the Depository Agreement, and the Billing and Collections Agreement, the County will transfer or cause to be transferred the Contract Assessment Revenues to the TCDA.

2.3 Prior to the issuance of the PID Bonds,

(a) the TCDA will deposit or cause to be deposited a portion of the Contract Assessment Revenues into the Public Improvements Subaccount (as defined herein) of the Operating Account with the TCDA Depository Bank in accordance with section 5.5(a) hereof. The Reimbursement Agreement Balance is payable solely from Contract Assessment Revenues on deposit in the Public Improvements Subaccount of the Operating Account; and

(b) the TCDA will deposit or cause to be deposited a portion of the Contract Assessment Revenues into the Annual Collection Costs Subaccount (as defined herein) of the Operating Account with the TCDA Depository Bank in accordance with section 5.5(b) hereof. The Annual Collection Costs are payable solely from Contract Assessment Revenues on deposit in the Annual Collection Costs Subaccount of the Operating Account.

2.4 Upon the issuance of the PID Bonds, the TCDA will transfer or cause to be transferred the Contract Assessment Revenues on deposit in the Public Improvements Subaccount of the Operating Account held by the TCDA Depository Bank to the Bond Trustee for deposit to the Pledged Revenue Fund (as defined herein) in accordance with section 6.1 hereof and deposited as provided in the Indenture.

(a) The payment of the debt service on the PID Bonds is payable solely from the "Trust Estate" established under the Indenture, consisting primarily of the Contract Assessment Revenues on deposit in Bond Pledged Revenue Account of the Pledged Revenue Fund, established under the Indenture and other funds pledged under Indenture to the payment of the PID Bonds and administered by the Bond Trustee pursuant to the Indenture.

(b) The payment of any remaining Reimbursement Agreement Balance is payable solely from Contract Assessment Revenues on deposit in the "Reimbursement Fund", established under the Indenture and administered by the Bond Trustee pursuant to the Indenture and the Reimbursement Agreement.

2.5 Upon the issuance of the PID Bonds, the TCDA will transfer or cause to be transferred the Contract Assessment Revenues on deposit in the Annual Collection Costs Subaccount of the Operating Account held by the TCDA Depository Bank to the Bond Trustee for deposit to the Administrative Fund (as defined herein) in accordance with section 6.2 hereof.

3.0 ISSUANCE OF THE PID BONDS

3.1 The proceeds of the PID Bonds may be used to:

(a) finance all or a portion of Actual Costs of the Public Improvements;

(b) pay capitalized interest;

(c) fund a reserve fund (the "<u>Reserve Fund</u>");

(d) pay the costs incidental to the organization of the District; and

(e) pay costs of issuance of the PID Bonds.

4.0 PAYMENT OF CONTRACT ASSESSMENT REVENUES; GRANT OF SECURITY INTEREST

4.1 The County agrees to pay or direct the County Tax Assessor-Collector to pay Contract Assessment Revenues to the TCDA upon the terms and conditions set forth in the Billing and Collections Agreement, this Funding Agreement, and the Service and Assessment Plan.

4.2 In order to provide for management and administration of the District, the County does hereby grant to the TCDA a security interest in and create a first lien on and pledge to the TCDA all of its right, title, and interest, whether now owned or hereafter acquired, in and to all Contract Assessment Revenues to be collected by the County and deposited in the

Annual Collection Costs Subaccount of the Operating Account (together with any income, investments, and proceeds thereof) to the full extent that such subaccount and the Contract Assessment Revenues collected and on deposit therein or later required to be collected and transferred to such subaccount (together with any income, investments, and proceeds thereof) may be subject to Chapter 9 of the Texas Business & Commerce Code.

4.3 In order to provide security for the payment of the Reimbursement Agreement Balance and, if issued, debt service on the PID Bonds, the County does hereby grant to the TCDA a security interest in and create a first lien on and pledge to the TCDA all of its right, title, and interest, whether now owned or hereafter acquired, in and to all Contract Assessment Revenues to be collected by the County and deposited in the Public Improvements Subaccount of the Operating Account (together with any income, investments, and proceeds thereof) to the full extent that such subaccount and the Contract Assessment Revenues collected and on deposit therein or later required to be collected and transferred to such subaccount (together with any income, investments, and proceeds thereof) may be subject to Chapter 9 of the Texas Business & Commerce Code.

4.4 The County acknowledges that, if PID Bonds are issued, the TCDA will grant to the Bond Trustee, in accordance with the terms of the Indenture, all of its right, title, and interest in this Funding Agreement, including but not limited to the security interest being granted by the County pursuant to section 4.3 hereof.

Pursuant to Chapter 1208.002(a)(2), Texas Government Code, as amended, upon issuance of the PID Bonds, in order to provide security for the payment of the PID Bonds, any security interests created by section 4.3 hereof shall be automatically perfected from the time the Indenture is entered into or approved, and shall remain perfected continuously through the termination of this Funding Agreement in accordance with the terms set forth herein, all without physical delivery or transfer of control of the Contract Assessment Revenues on deposit in the Public Improvements Subaccount of the Operating Account, filing of a document, or another act. Therefore, it shall not be necessary for the County, the TCDA, or the Bond Trustee to file any financing statements or continuation statements or any supplemental instruments or documents or further assurance in any manner in order to perfect or maintain perfection of any security interests created by this Section. If the security interest created by this Section is subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the PID Bonds the perfection of such security interest, the County and the TCDA shall take such measures as they determine are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and make all filings necessary or advisable to perfect the security interest created by section 4.3 hereof.

5.0 COLLECTION AND DEPOSIT OF ANNUAL INSTALLMENTS

5.1 At least annually,

(a) The TCDA shall direct the Administrator to:

(1) calculate the amount of the Annual Installments to be paid by the owners of the Assessed Property as provided in the Service and Assessment Plan and provide the calculation to the County and the TCDA; and

(2) prepare and provide to the County, for review and approval by the Commissioners Court, the annual update to the Service and Assessment Plan.

(b) The Commissioners Court shall review and approve the annual update to the Service and Assessment Plan and provide such update to the TCDA for the collection of the Annual Installments.

(c) After the Commissioners Court provides the updated Service and Assessment Plan to the TCDA, the TCDA shall provide or direct the Administrator to provide the annual Assessment Roll to the County Tax Assessor-Collector, who will collect the Annual Installments from the owners of the Assessed Property in the same manner and at the same time as it collects ad valorem taxes. The fees of the County Tax Assessor-Collector shall be part of the Annual Collection Costs.

5.2 Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year.

5.3 For so long as any PID Bonds issued by the TCDA are outstanding or any Reimbursement Agreement Balance remains due and payable, the County will take and pursue all actions directed by the TCDA or Bond Trustee, as applicable, that are permissible under the PID Act to cause the Annual Installments to be collected and the liens securing the Annual Installments to be enforced in the manner and to the maximum extent permitted by the PID Act.

5.4 The County shall determine no later than February 15 of each year, whether or not any Annual Installment is delinquent, and the County will notify the TCDA and the Bond Trustee of such determination as soon as practicable. The TCDA or the Bond Trustee, as applicable, shall direct the County to implement the timeline and procedures set forth on Exhibit "B" attached hereto. Notwithstanding the foregoing, the TCDA shall not be required under any circumstances to make payment for the delinquent Assessment or to purchase the corresponding Parcel. Furthermore, nothing shall obligate the TCDA, the County, the County Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the TCDA and its appropriate collections enforcement designees.

5.5 The TCDA shall create the "Bella Fortuna PID Operating Account" (the "Operating Account") to be held by the TCDA Depository Bank and shall keep such Operating Account and any subaccounts separate from all other funds of the TCDA. Within the Operating Account, the TCDA shall create a subaccount for the payment of Public Improvements and a subaccount for the payment of Annual Collection Costs. The County, acting through the County Tax Assessor-Collector, shall deposit all Contract Assessment Revenues collected to the Operating Account. Pursuant to the Management Contract, the Depository

Agreement, and this Funding Agreement, the TCDA shall direct the Contract Assessment Revenues to be deposited in the following subaccounts:

(a) The TCDA shall deposit into the subaccount for the payment of the Actual Costs of the Public Improvements (the "Public Improvements Subaccount") the Contract Assessment Revenue due to the TCDA for the payment of Actual Costs of the Public Improvements. The payment by the County, or the County Tax Assessor-Collector, to the TCDA of Contract Assessment Revenues shall continue so long as any Reimbursement Agreement Balance remains due and payable and, if issued, PID Bonds remain outstanding.

(b) The TCDA shall deposit into the subaccount for the payment of Annual Collection Costs (the "Annual Collection Costs Subaccount") the Contract Assessment Revenues due to the TCDA for the payment of such Annual Collection Costs. The payment by the County, or the County Tax Assessor-Collector, to the TCDA of such Annual Collection Costs shall continue so long as any Reimbursement Agreement Balance remains due and payable and, if issued, PID Bonds remain outstanding.

6.0 PAYMENTS TO BOND TRUSTEE

6.1 Upon the issuance of the PID Bonds, TCDA will transfer, on or before February 15 of the year set forth in the Indenture, and on or before the fifteenth day of each month thereafter while the PID Bonds are outstanding, all Contract Assessment Revenues received from the County Tax Assessor-Collector and on deposit in the Public Improvements Subaccount of the Operating Account to the Bond Trustee for immediate deposit into the pledged revenue fund or applicable accounts therein as required under the Indenture relating to the PID Bonds (the "Pledged Revenue Fund").

6.2 Contract Assessment Revenues in the Annual Collection Costs Subaccount of the Operating Account will be transferred by TCDA, on or before February 15 of the year set forth in the Indenture, and on or before the fifteenth day of each month thereafter while the PID Bonds are outstanding, to a segregated fund or account for the payment of Annual Collection Costs (the "Administrative Fund") and are not security for the PID Bonds or the Reimbursement Agreement Balance. The Bond Trustee shall deposit and apply the Contract Assessment Revenues as provided in the Indenture.

6.3 Upon the issuance of PID Bonds, the payment of any remaining Reimbursement Agreement Balance shall be subordinate to the payment of debt service on the PID Bonds and any required deposits to the reserve funds securing such PID Bonds.

7.0 PREPAYMENT

7.1 If any owner of the applicable Assessed Property prepays in full or in part any unpaid principal amount of the Assessment as provided in Section VI of the Service and Assessment Plan, the County shall immediately transfer or cause to be transferred to the TCDA, the amount of such prepayment that corresponds to the amount of outstanding principal of and accrued interest on the Assessments as of the date of such prepayment.

If PID Bonds have been issued, upon receipt, the TCDA shall immediately transfer such prepayment funds to the Bond Trustee for deposit into the Pledged Revenue Fund for the PID Bonds, and such prepayment funds shall be used: first, to redeem any outstanding PID Bonds, and second, if no PID Bonds remain outstanding, for the payment of any remaining Reimbursement Agreement Balance, all as provided in the Indenture.

7.2 If and to the extent Assessments have been prepaid, the lien on the applicable Assessed Property associated with such Assessment prepayment shall be released from lien created by the Assessment Order.

8.0 ASSESSMENT LIEN

8.1 All payments due in accordance with the Service and Assessment Plan and this Funding Agreement shall be treated the same with respect to the liens created to secure payment and the rights of the County, including foreclosure, in the event of delinquencies. Any foreclosure sale for nonpayment of any such amounts shall be subject to a continuing lien for the remaining unpaid amounts in accordance with state law.

9.0 ASSIGNABILITY

9.1 Except for the rights transferred by this Funding Agreement to the Bond Trustee, the obligations, right, title, and interest of the Parties under this Funding Agreement may not be assigned, transferred, encumbered, or impaired in any way without the prior written consent of the Parties and the Bond Trustee. The Parties shall not take any action that would impair or adversely impact the collection of Annual Installments, the deposit of Contract Assessment Revenues into the Operating Account, or the use of the amounts on deposit in the Operating Account as provided in the Service and Assessment Plan or this Funding Agreement.

10.0 OBLIGATIONS UNCONDITIONAL AND ABSOLUTE

10.1 The obligations of the County, through the County Tax Assessor-Collector, and the TCDA to timely bill the owners of the Assessed Property for each Annual Installment of the Assessment against the Assessed Property, collect Annual Installments, deposit Contract Assessment Revenues into the Operating Account and applicable subaccounts therein or into the Pledged Revenue Fund, and use the Operating Account and applicable subaccounts therein or the Pledged Revenue Fund, as applicable, as set forth in the Service and Assessment Plan and this Funding Agreement are absolute and unconditional and are not subject to any rights of offset of any kind that the County or the TCDA may have or assert, and the County or the TCDA do not have, and for so long as any PID Bonds remain outstanding or any Reimbursement Agreement Balance remains due and payable, will not assert, any defenses to the County or the TCDA's performance of such obligations

10.2 The obligations of the TCDA to use the Contract Assessment Revenues as set forth in the Service and Assessment Plan and this Funding Agreement are absolute and unconditional and are not subject to any rights of offset of any kind that the TCDA may have or assert, and the TCDA does not have, and for so long as any PID Bonds remain outstanding or any

Reimbursement Agreement Balance remains due and payable, will not assert, any defenses to the TCDA's performance of such obligations.

11.0 TERM

11.1 The term of this Funding Agreement when fully executed by the Parties, shall continue until the later to occur of (i) the PID Bonds have been paid in full and are no longer outstanding or (ii) the Reimbursement Agreement has terminated.

12.0 NOTICE

12.1 Any notice required or contemplated by this Funding Agreement must be in writing and shall be deemed given at the addresses shown below 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. A Party may change its address by giving notice in accordance with this Section.

If to County:	County Judge Andy Brown (or his successor)
Street Address:	700 Lavaca, Suite 2.300 Austin, Texas 78701
Mailing Address:	PO Box 1748 Austin, Texas 78767 Email: andy.brown@traviscountytx.gov
With copy to:	Travis County, Texas Attn: Christy Moffett, Director, Economic Development & Strategic Investments Planning and Budget Office 700 Lavaca, Suite 1560 Austin, Texas 78701 Email: christy.moffett@traviscountytx.gov Facsimile: (512) 854-4210
With copy to:	Office of the County Attorney Attn: Julie Joe, Assistant County Attorney 314 W. 11th St., Suite 500 Austin, Texas 78701 Email: julie.joe@traviscountytx.gov
If to TCDA:	Travis County Corporations Attn: Christy Moffett, Assistant Secretary 700 Lavaca Street, Suite 1560 Austin, Texas 78701 Email: christy.moffett@traviscountytx.gov Facsimile: (512) 854-4210

With copy to: Naman, Howell, Smith & Lee, PLLC
Attn: Cliff Blount
8310 Capital of Texas Highway North, Suite 490
Austin, Texas 78731
Email: Blount@namanhowell.com
Facsimile: (512) 474-1901

If to Bond Trustee: Wilmington Trust, National Association
Attn: Parker Merritt
15950 N. Dallas Parkway Suite 200
Dallas, TX 75248
Email: pmerritt@wilmingtontrust.com
Facsimile: (714) 384-4174

13.0 FAILURE; DEFAULT; REMEDIES

13.1 Failure; Default; Remedies

(a) Except as provided in subsection (b) below, if a Party fails to perform any obligation imposed on such Party by this Funding Agreement (a "Failure") and the Failure is not cured within 30 days after written notice of the Failure is provided to the non-performing Party, then such Failure shall constitute a "Default" by the non-performing Party.

(b) Notwithstanding subsection (a) above, if the County fails to transfer or cause to be transferred the Contract Assessment Revenues to the TCDA as required by this Funding Agreement, such failure shall constitute an immediate "Default" by the County without notice or any opportunity to cure.

(c) If the TCDA is in Default, the County's sole and exclusive remedy shall be to compel performance through injunctive relief or specific performance. No default by TCDA shall entitle the County to terminate this Funding Agreement.

(d) If the County is in Default, the sole and exclusive remedy of the TCDA shall be to compel performance through injunctive relief or specific performance. No default by the County shall entitle the TCDA to terminate this Funding Agreement.

14.0 MISCELLANEOUS

14.1 The recitals set forth above are incorporated herein.

14.2 This Funding Agreement is being executed and delivered, and is intended to be performed in Travis County, Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Funding Agreement.

14.3 If a court finds any provision of this Funding Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render the provision invalid or unenforceable as to any other persons or circumstances. To the extent feasible, any provision found to be invalid or unenforceable shall be deemed to be modified to be valid and enforceable; however, if the provision cannot be so modified, it shall be stricken from this Funding Agreement, and all other provisions of this Funding Agreement shall remain valid and enforceable and unaffected by the stricken provision.

14.4 This Funding Agreement supersedes all prior agreements (whether written or oral) between the Parties regarding the subject matter hereof and constitutes the only agreement between the Parties with regard to the subject matter hereof. In the event of any conflict between this Funding Agreement and any other resolution, order, instrument, document, or agreement, the provisions and intent of this Funding Agreement shall control. This Funding Agreement may only be amended by written agreement of the Parties.

14.5 The Bond Trustee shall be a third-party beneficiary under this Funding Agreement, and such Bond Trustee shall be entitled to fully enforce the terms of this Funding Agreement for the benefit of the holders of the PID Bonds as if the Bond Trustee were a party to this Funding Agreement.

IN WITNESS WHEREOF, the Parties have caused this Funding Agreement to be executed as of the Effective Date written above.

Travis County, Texas

By: ____________________________________
Honorable Andy Brown
Travis County Judge

Travis County Development Authority,
a Texas non-profit corporation

By: ____________________________________
Andy Brown, President

Exhibit "A" to the
Funding Agreement

BOUNDARIES OF THE DISTRICT

(See attached)

Exhibit "B" to
Funding Agreement

TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]
PID BONDS

Date:	Activity:
On or before August 15	Administrator will calculate the Annual Installment and provide the information to the County and the TCDA.
On or before August 31	Commissioners Court will approve annual update to the Service and Assessment Plan and Assessment Rolls (including Annual Installment).
On or before September 1	Administrator to provide Assessment Roll to County Tax Assessor Collector.
In October of each year	County, acting through the County Tax Assessor-Collector, will mail tax bills that will include Annual Installment to owners of the Assessed Property subject to the Assessment. Annual Installment of Assessment is due upon receipt and becomes delinquent if not received by the County Tax Assessor-Collector by February 1 of the following year.
February 1	Annual Installment of Assessment is delinquent on February 1 if not received by the County Tax Assessor-Collector.
No later than February 15	County will forward, or cause the County Tax Assessor-Collector to forward, Contract Assessment Revenues to the TCDA for deposit with the TCDA Depository Bank. **County is aware of actual and specific delinquencies and will notify the TCDA of such delinquencies.** If the County receives Contract Assessment Revenues after February 15, the County Tax Assessor-Collector will forward such Contract Assessment Revenues on or before the fifteenth day of each month following receipt thereof. The TCDA and/or Administrator should be aware if the accounts within the Reserve Fund need to be utilized for debt service payment during the corresponding County fiscal year. **If there is to be a shortfall, the Bond Trustee and Dissemination Agent should be immediately notified in writing.**

[1] All capitalized terms shall have the meaning set forth in the Funding Agreement. Illustrates anticipated dates and procedures for pursuing the collection of delinquent Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33, and 34, Texas Tax Code, as amended (the "Code"), and the County Tax Assessor-Collector's procedures, and are subject to adjustment by the County. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

Date:	Activity:
	The TCDA and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment. The TCDA and/or Administrator should determine if actual collections will be fully adequate for debt service in March and September. At this point, if there is adequate funding for March and September payments, no further action is anticipated for collection of Assessments except that the TCDA or Administrator, working with the County Attorney or an appropriate designee, will begin process to cure deficiency. **If there is inadequate funding in the Pledged Revenue Fund for transfer to the Bond Trustee for the PID Bonds of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties, in accordance with the County Tax Assessor-Collector's procedures.**
On or before the fifteenth day of each month following February	The TCDA will forward all additional Contract Assessment Revenues received to the Bond Trustee(s) for deposit into the Pledged Revenue Fund.
On or before March 1	**Bond Trustee pays bond interest payments to bondholders.** Reserve Fund payment to bond fund or applicable accounts therein as required under the Indenture relating to the PID Bonds (the "Bond Fund") may be required if Assessments are below approximately 50% collection rate. **The TCDA, or the Bond Trustee on behalf of the TCDA, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify the Municipal Securities Rulemaking Board (the "MSRB") of such draw for debt service through its Electronic Municipal Market Access ("EMMA").** **Use of any of the accounts of the Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties, in accordance with the County Tax Assessor-Collector's procedures.** County determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the County commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments.
March 20	If it is expected that Reserve Fund moneys will need to be utilized for either the March or September PID Bond payments, the Administrator shall work with County Attorney's Office, or the appropriate designee, to collect all delinquent Assessments.
June 1	Preliminary foreclosure activity commences, and the TCDA to notify Dissemination Agent of the commencement of preliminary foreclosure activity. **The County will notify the TCDA of the plan of collections and foreclosure.**

Date:	Activity:
	Within 72 hours of notification by the County of the plan of collections and foreclosure, the TCDA will notify the Bond Trustee(s) and Dissemination Agent, if any, of the plan of collection and foreclosure.
July 1	Foreclosure action filed in state district court. **County to notify the TCDA, Bond Trustee(s) and Dissemination Agent, if any, of filing of foreclosure action. Dissemination Agent notifies EMMA and bondholders.**

APPENDIX A – FINAL PLATS WITHIN THE DISTRICT

5 pgs 202000234

PLAT DOCUMENT # ___________

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME BELLA FORTUNA PHASE 2 SUBDIVISION

OWNERS NAME: CLAYTON PROPERTIES GROUP INC: BROHN HOMES

RESUBDIVISION? YES ☐ NO ☒

ADDITIONAL RESTRICTIONS / COMMENTS:

CERTIFICATE 2020213696

RETURN:

Travis County TNR
ATTN SARAH SUMNER

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

202000234

Nov 06, 2020 12:32 PM

Fee: $156.00 RENTERIAKI

202000234

$156.00

November 6, 2020

VICINITY MAP

NOT TO SCALE

BELLA FORTUNA PHASE 2 SUBDIVISION

CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

IF YOU ARE BUYING A LOT IN THIS SUBDIVISION, YOU SHOULD DETERMINE WHETHER THE SUBDIVISION AND THE LAND AROUND IT ARE INSIDE OR OUTSIDE THE CITY LIMITS.

THIS CAN AFFECT THE ENJOYMENT AND VALUE OF YOUR HOME. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS.

THE SUBDVISION'S RESTRICTIVE COVENANTS MAY CREATE PRIVATELY ENFORCEABLE RESTRICTIONS AGAINST INCOMPATIBLE LAND USES WITHIN THE SUBDIVISION, WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, HOWEVER, OUTSIDE THE CITY LIMITS NEITHER PRIVATE NOR GOVERNMENTAL RESTRICTIONS MAY BE AVAILABLE TO (1) RESTRICT EITHER THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE SUBDIVISION, OR (2) PROHIBIT LAND USES NEAR THE SUBDIVISION THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPLS Firm No.: 10106800
TBPE Firm No. F-3937

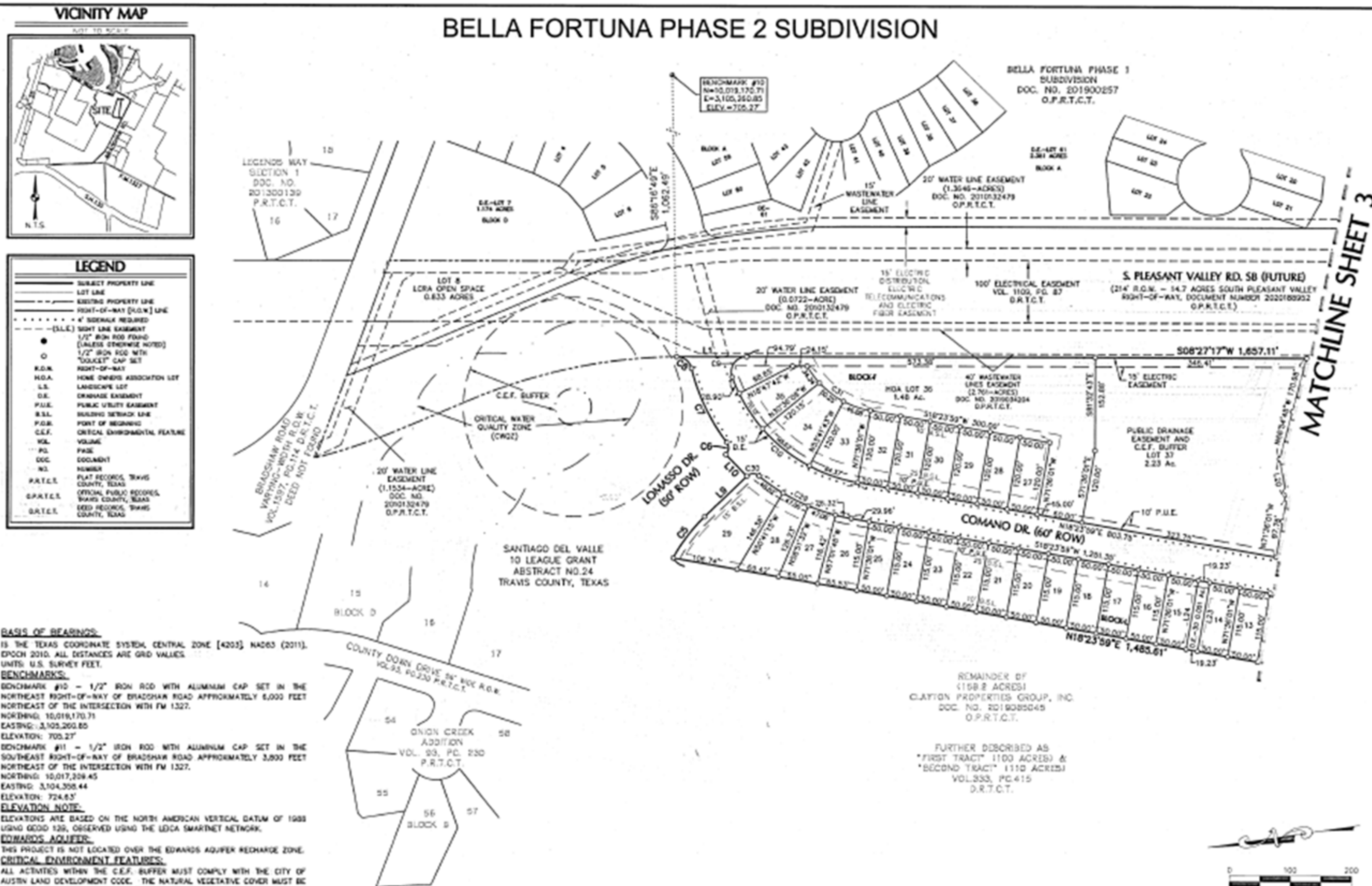
Date:	10/08/2020
Scale:	N/A
Drawn by:	JWT/JRT
Reviewer:	GC
Project:	1614-001
Sheet:	1 OF 5
Field Book:	N/A
Party Chief:	AM
Survey Date:	10/08/2017

CASE #: C8J-2017-0235.2A

November 6, 2020

202000234

BELLA FORTUNA PHASE 2 SUBDIVISION



BASIS OF BEARINGS:
IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE [4203], NAD83 (2011), EPOCH 2010. ALL DISTANCES ARE GRID VALUES.
UNITS: U.S. SURVEY FEET.

BENCHMARKS:
BENCHMARK #10 – 1/2" IRON ROD WITH ALUMINUM CAP SET IN THE NORTHEAST RIGHT-OF-WAY OF BRADSHAW ROAD APPROXIMATELY 6,000 FEET NORTHEAST OF THE INTERSECTION WITH FM 1327.
NORTHING: 10,019,170.71
EASTING: 3,105,260.85
ELEVATION: 705.27'
BENCHMARK #11 – 1/2" IRON ROD WITH ALUMINUM CAP SET IN THE SOUTHEAST RIGHT-OF-WAY OF BRADSHAW ROAD APPROXIMATELY 3,800 FEET NORTHEAST OF THE INTERSECTION WITH FM 1327.
NORTHING: 10,017,209.45
EASTING: 3,104,358.44
ELEVATION: 724.63'

ELEVATION NOTE:
ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 USING GEOID 12B, OBSERVED USING THE LEICA SMARTNET NETWORK.

EDWARDS AQUIFER:
THIS PROJECT IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.

CRITICAL ENVIRONMENT FEATURES:
ALL ACTIVITIES WITHIN THE C.E.F. BUFFER MUST COMPLY WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE. THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE; CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.

SITE INFORMATION:
NUMBER OF RESIDENTIAL LOTS (50'X115'): 29
NUMBER OF RESIDENTIAL LOTS (50'X120'): 35
DRAINAGE EASEMENT LOTS: 1
C.E.F. BUFFER LOT: 1
LANDSCAPE LOTS: 1
H.O.A. LOTS: 1
TOTAL PHASE 2 LOTS: 68
STREET R.O.W. = 4.077 AC.
TOTAL AREA: 18.620 AC.

UTILITY PROVIDERS:
WATER: CITY OF AUSTIN
WASTEWATER: CITY OF AUSTIN

BUILDING SETBACKS:
FRONT =25'
REAR=10'
SIDE YARD=5'
STREET SIDE YARD=15'

DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPLS Firm No.: 10105800
TBPE Firm No.: F-3937

Date: 10/08/2020
Scale: 1" = 100'
Drawn by: JRF/JVT
Reviewer: GC
Project: 1814-001
Sheet: 2 OF 3
Field Book: N/A
Party Chief: AH
Survey Date: 10/08/2017

November 6, 2020

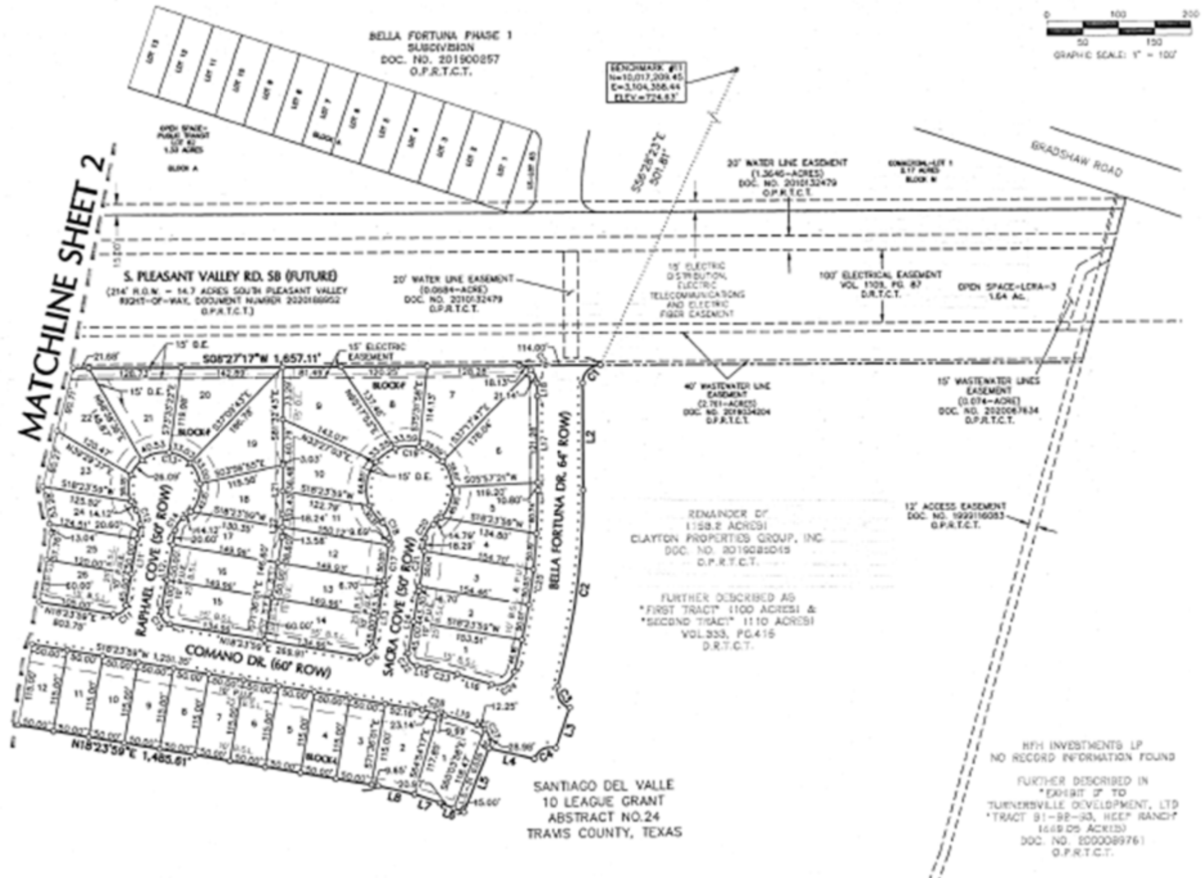
202000234

BELLA FORTUNA PHASE 2 SUBDIVISION

VICINITY MAP

LEGEND

	SUBJECT PROPERTY LINE
	LOT LINE
	EXISTING PROPERTY LINE
	RIGHT-OF-WAY [R.O.W.] LINE
	4' SIDEWALK REQUIRED
(S.L.C.)	SIGHT LINE EASEMENT
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD WITH "DOUCET" CAP SET
R.O.W.	RIGHT-OF-WAY
H.O.A.	HOME OWNERS ASSOCIATION LOT
L.S.	LANDSCAPE LOT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.S.L.	BUILDING SETBACK LINE
P.O.B.	POINT OF BEGINNING
C.E.F.	CRITICAL ENVIRONMENTAL FEATURE
VOL.	VOLUME
PG.	PAGE
DOC.	DOCUMENT
NO.	NUMBER
P.R.T.C.T.	PLAT RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS



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DOUCET & ASSOCIATES
Civil Engineering · Planning · Geospatial
7401 B. Highway 71 W, Suite 160
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www.doucetandassociates.com
TBPLS Firm No.: 10105800
TBPE Firm No.: F-3937

Date: 10/30/2020	
Scale: 1" = 100'	
Drawn by:	
Reviewer:	
Project: 1814-001	
Sheet: 3 OF 5	
Field Book: N/A	
Party Chief:	
Survey Date: 10/08/2017	

CASE #: C8J-2017-0235.2A

November 6, 2020

202000234

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BELLA FORTUNA PHASE 2 SUBDIVISION

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	39.27'	25.00'	90°00'00"	N36°32'43"W	35.36'
C2	277.55'	1,032.00'	15°24'34"	N73°50'25"W	276.72'
C3	38.56'	25.00'	88°26'04"	S69°38'50"W	34.87'
C4	37.30'	25.00'	85°30'54"	N17°22'09"W	33.97'
C5	85.93'	275.00'	17°54'13"	S44°25'38"E	85.58'
C6	21.84'	15.00'	83°25'13"	S77°11'08"E	19.96'
C7	135.61'	330.00'	23°32'42"	N72°52'36"E	134.66'
C8	33.59'	25.00'	76°58'33"	N46°09'41"E	31.12'
C9	48.09'	25.00'	110°12'31"	S46°28'58"E	41.01'
C10	282.02'	270.00'	59°50'48"	N48°19'23"E	269.37'
C11	23.56'	15.00'	90°00'00"	N26°36'01"W	21.21'
C12	21.03'	25.00'	48°11'23"	S84°18'18"W	20.41'
C13	241.19'	50.00'	276°22'46"	N18°23'59"E	66.67'
C14	21.03'	25.00'	48°11'23"	S47°30'20"E	20.41'
C15	23.56'	15.00'	90°00'00"	N63°23'59"E	21.21'
C16	23.56'	15.00'	90°00'00"	N26°36'01"W	21.21'
C17	66.45'	788.00'	4°49'53"	N74°00'58"W	66.43'
C18	24.66'	25.00'	56°30'27"	S79°18'52"W	23.67'
C19	301.45'	60.00'	287°51'42"	N10°59'29"E	70.65'
C20	22.54'	25.00'	51°39'10"	S50°54'15"E	21.78'
C21	75.03'	838.00'	5°07'49"	S74°09'55"E	75.01'
C22	23.56'	15.00'	90°00'00"	N63°23'59"E	21.21'
C23	40.49'	330.00'	7°01'49"	N21°54'53"E	40.47'
C24	40.04'	25.00'	91°45'18"	N20°26'51"W	35.89'
C25	257.14'	968.00'	15°13'13"	N73°56'06"W	256.39'
C26	39.27'	25.00'	90°00'00"	S53°27'17"W	35.36'
C27	41.24'	25.00'	94°30'14"	S72°40'55"W	36.72'
C28	33.13'	270.00'	7°01'49"	S21°54'53"W	33.11'
C29	169.27'	330.00'	29°23'19"	S33°05'29"W	167.42'
C30	21.80'	15.00'	83°15'50"	S06°09'23"W	19.93'
C31	131.47'	150.00'	50°13'02"	S43°30'30"W	127.30'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S08°24'49"W	115.17'
L2	N81°32'43"W	149.88'
L3	N61°58'18"W	60.06'
L4	N21°59'10"E	64.62'
L5	N60°03'59"W	95.55'
L6	N29°56'02"E	20.97'
L7	N27°30'52"E	37.57'
L8	N21°44'51"E	51.97'
L9	S35°38'31"E	93.46'
L10	N54°23'58"E	50.00'
L11	N71°36'01"W	115.60'
L12	S71°36'01"E	115.60'
L13	N71°36'01"W	88.30'
L14	S71°36'01"E	88.30'
L15	N18°23'59"E	17.68'
L16	N25°25'48"E	49.71'
L17	N81°32'43"W	132.08'
L18	N81°32'43"W	17.79'
L19	S25°25'48"W	46.68'
L20	S88°10'34"W	66.32'
L21	S80°56'07"E	71.95'
L22	S80°56'07"E	31.82'
L23	N71°36'01"W	115.00'
L24	N71°36'01"W	115.00'

LOT TABLE, BLOCK F		
LOT #	SQUARE FOOTAGE	ACREAGE
1	9,473	0.217
2	7,709	0.177
3	7,727	0.177
4	7,510	0.172
5	7,181	0.165
6	13,464	0.309
7	11,760	0.270
8	9,162	0.210
9	11,037	0.253
10	9,931	0.228
11	7,070	0.162
12	7,474	0.172
13	7,495	0.172
14	8,949	0.205
15	8,949	0.205
16	7,495	0.172
17	7,292	0.167
18	8,137	0.187
19	10,342	0.237
20	11,325	0.260
21	8,217	0.189
22	8,231	0.189
23	7,195	0.165
24	6,495	0.149
25	6,009	0.138
26	7,152	0.164
27	6,000	0.138
28	6,000	0.138
29	6,000	0.138
30	6,000	0.138
31	6,000	0.138
32	6,000	0.138
33	7,875	0.181
34	7,875	0.181
35	7,792	0.179
36	64,281	1.476
37	96,902	2.225

LOT TABLE, BLOCK L		
LOT #	SQUARE FOOTAGE	ACREAGE
1	7,579	0.174
2	7,985	0.183
3	5,750	0.132
4	5,750	0.132
5	5,750	0.132
6	5,750	0.132
7	5,750	0.132
8	5,750	0.132
9	5,750	0.132
10	5,750	0.132
11	5,750	0.132
12	5,750	0.132
13	5,750	0.132
14	5,750	0.132
15	5,750	0.132
16	5,750	0.132
17	5,750	0.132
18	5,750	0.132
19	5,750	0.132
20	5,750	0.132
21	5,750	0.132
22	5,750	0.132
23	5,750	0.132
24	5,750	0.132
25	5,750	0.132
26	7,017	0.161
27	6,709	0.154
28	7,680	0.176
29	14,104	0.324

ROADWAY TABLE			
STREET NAME	R.O.W. WIDTH	LINEAR FEET	ACRES
COMANO DRIVE	62' R.O.W.	1,810'	2.580
RAPHAEL COVE	50' R.O.W.	237'	0.343
SACRA COVE	50' R.O.W.	382'	0.475
BELLA FORTUNA DRIVE	64' R.O.W.	467'	0.899
TOTAL		3,273'	4.077

BASIS OF BEARINGS:
IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83 (2011), EPOCH 2010. ALL DISTANCES ARE GRID VALUES.
UNITS: U.S. SURVEY FEET.

BENCHMARKS:
BENCHMARK #10 – 1/2" IRON ROD WITH ALUMINUM CAP SET IN THE NORTHEAST RIGHT-OF-WAY OF BRADSHAW ROAD APPROXIMATELY 6,000 FEET NORTHEAST OF THE INTERSECTION WITH FM 1327.
NORTHING: 10,019,170.71
EASTING: 3,105,260.85
ELEVATION: 705.27'
BENCHMARK #11 – 1/2" IRON ROD WITH ALUMINUM CAP SET IN THE SOUTHEAST RIGHT-OF-WAY OF BRADSHAW ROAD APPROXIMATELY 3,800 FEET NORTHEAST OF THE INTERSECTION WITH FM 1327.
NORTHING: 10,017,209.45
EASTING: 3,104,358.44
ELEVATION: 724.63'

ELEVATION NOTE:
ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 USING GEOID 12B, OBSERVED USING THE LEICA SMARTNET NETWORK.

EDWARDS AQUIFER:
THIS PROJECT IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.

CRITICAL ENVIRONMENT FEATURES:
ALL ACTIVITIES WITHIN THE C.E.F. BUFFER MUST COMPLY WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE. THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE; CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.

SITE INFORMATION:
NUMBER OF RESIDENTIAL LOTS (50'X115'): 29
NUMBER OF RESIDENTIAL LOTS (50'X120'): 35
DRAINAGE EASEMENT LOTS: 1
C.E.F. BUFFER LOT: 1
LANDSCAPE LOTS: 1
H.O.A. LOTS: 1
TOTAL PHASE 2 LOTS: 68
STREET R.O.W. = 4.077 AC.
TOTAL AREA: 18.620 AC.

UTILITY PROVIDERS:
WATER: CITY OF AUSTIN
WASTEWATER: CITY OF AUSTIN

0 50 100 150 200
GRAPHIC SCALE: 1" = 100'

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TBPE Firm No.: F-3937

CASE #: C8J-2017-0235.2A

202000234

November 6, 2020

BELLA FORTUNA PHASE 2 SUBDIVISION

OWNER'S ACKNOWLEDGMENT:

STATE OF TEXAS |
COUNTY OF TRAVIS |

KNOW ALL MEN BY THESE PRESENTS:

THAT CLAYTON PROPERTIES GROUP, INC. A TENNESSEE CORPORATION DOING BUSINESS IN TEXAS AS BROWN HOMES, OWNER OF THAT CERTAIN 155.2 ACRES OF LAND OUT OF THE SANTIAGO DEL VALLE, 10-LEAGUE GRANT, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, AS CONVEYED BY DEED AS RECORDED IN DOCUMENT NO. 2018080[illegible], OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 18.830 ACRES OF LAND PURSUANT TO TITLE 30 OF THE AUSTIN CITY CODE AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, AND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS

BELLA FORTUNA PHASE 2 SUBDIVISION

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREET AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 12 DAY OF October 2020.

CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION DOING BUSINESS IN TEXAS AS BROWN HOMES
BY: CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION DOING BUSINESS IN TEXAS AS BROWN HOMES, GENERAL PARTNER,

BY: ______________________

ADAM R. BOENIG, VICE PRESIDENT
6730 VAUGHT RANCH RD. STE. 200
AUSTIN, TX 78730

STATE OF TEXAS |
COUNTY OF TRAVIS |

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY REPUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED ADAM R. BOENIG, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 12 DAY OF October 2020

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

2/23/23
MY COMMISSION EXPIRES ON:

JENNIFER STEWART
Notary Public, State of Texas
Comm. Expires 02-23-2023
Notary ID 132[illegible]

STATE OF TEXAS |
COUNTY OF TRAVIS |

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 6th DAY OF November 2020, AT 12:32 O'CLOCK P.M., DULY RECORDED ON THE 6th DAY OF November 2020 AT 12:32 O'CLOCK P.M. IN DOCUMENT NO. 202000234 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, OF THE COUNTY CLERK, THIS 6th DAY OF November 2020 A.D.

DANA DEBEAUVOIR
COUNTY CLERK TRAVIS COUNTY, TEXAS

BY: K. Reyna
DEPUTY
K. REYNA

STATE OF TEXAS |
COUNTY OF TRAVIS |

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, TEXAS, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 13 DAY OF October 2020, A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 4 DAY OF November 2020 A.D.

DANA DEBEAUVOIR
COUNTY CLERK TRAVIS COUNTY, TEXAS

BY: Gillian Porter
DEPUTY
GILLIAN PORTER

COMMISSIONERS' COURT RESOLUTION:

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

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

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

AUSTIN ENERGY STANDARD NOTES:

1. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-8, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
2. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE AUSTIN ENERGY WITH AN EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-8 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
3. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
4. THE OWNER OF THE PROPERTY IS RESPONSIBLE FOR MAINTAINING CLEARANCES REQUIRED BY THE NATIONAL ELECTRIC SAFETY CODE, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS, CITY OF AUSTIN RULES AND REGULATIONS AND TEXAS STATE LAWS PERTAINING TO CLEARANCES WHEN WORKING IN CLOSE PROXIMITY TO OVERHEAD POWER LINES AND EQUIPMENT. AUSTIN ENERGY WILL NOT RENDER ELECTRIC SERVICE UNLESS REQUIRED CLEARANCES ARE MAINTAINED. ALL COSTS INCURRED BECAUSE OF FAILURE TO COMPLY WITH THE REQUIRED CLEARANCES WILL BE CHARGED TO THE OWNER.
5. OWNER MAY NOT PLACE, ERECT, CONSTRUCT OR MAINTAIN THE FOLLOWING WITHIN ELECTRIC TRANSMISSION EASEMENT: ANY PERMANENT STRUCTURES, INCLUDING, BUT NOT LIMITED TO HABITABLE STRUCTURES SUCH AS HOMES, MOBILE HOMES, GARAGES, OR OFFICES, ANY STRUCTURE OF ANY KIND IN SUCH PROXIMITY TO THE ELECTRIC TRANSMISSION OR DISTRIBUTION LINES, POLES, STRUCTURES, TOWERS, OR APPURTENANT FACILITIES AS WOULD CONSTITUTE A VIOLATION OF THE NATIONAL ELECTRIC SAFETY CODE IN EFFECT AT THE TIME THE STRUCTURE IS ERECTED, NOR ANY STRUCTURES, INCLUDING BUT NOT LIMITED TO, FENCES, STORAGE SHEDS, DRAINAGE, FILTRATION, ONSITE SEPTIC FIELDS OR DETENTION PONDS WHICH WOULD IMPAIR AUSTIN ENERGY'S ACCESS TO THE TRANSMISSION EASEMENTS OR ITS LINES, POLES, STRUCTURES, TOWERS OR APPURTENANT FACILITIES IN THE EASEMENTS.
6. THE OWNER/DEVELOPER OF THIS PROPERTY SHALL PROVIDE AUSTIN ENERGY WITH 24 HOUR ACCESS ACROSS THE PROPERTY TO THE EASEMENT, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF ELECTRIC FACILITIES IF THE SUBDIVISION IMPEDES FULL ACCESS TO OUR EASEMENT. AN SEPARATE ACCESS EASEMENT MAY BE REQUIRED, IF THE PROPOSED SUBDIVISION IMPEDES FULL ACCESS TO OUR FACILITIES.
7. ANYTHING INSTALLED IN THE EASEMENT ROW (PAVEMENT, BRIDGES, SUBSURFACE INFRASTRUCTURE, WALLS, ETC.) MUST BE DESIGNED TO SUPPORT A 46,000 LB TANDEM AXLE (5 FOOT SPACING). AUSTIN ENERGY WILL NOT BE RESPONSIBLE FOR DAMAGE DONE TO FACILITIES PLACED IN THE EASEMENT OR TO FACILITIES PLACED OUTSIDE THE EASEMENT (SUCH AS WALLS) THAT ARE DAMAGED A RESULT OF AE EQUIPMENT TRAVERSING THE EASEMENT TO ENSURE SAFETY AND ACCESS BY AUSTIN ENERGY AND THEIR CONTRACTORS.

ENGINEER'S CERTIFICATION:

STATE OF TEXAS |
COUNTY OF TRAVIS |

I, DAWOOD SALEK, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CODE OF 2002, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. NO PORTION OF THE TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAPS (FIRM) #48453C0[illegible], TRAVIS COUNTY, TEXAS DATED JANUARY 22, 2020 AND #48453C0[illegible], TRAVIS COUNTY, TEXAS DATED JANUARY 22, 2020.

______________________ 10/9/2020
DATE

DAWOOD SALEK, P.E.
P.E. NUMBER 87088
DOUCET & ASSOCIATES, INC.
7401 B HIGHWAY 71 WEST
SUITE 160
AUSTIN, TX 78735
512.583.2600

STATE OF TEXAS
DAWOOD SALEK
87088
REGISTERED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:

STATE OF TEXAS |
COUNTY OF TRAVIS |

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

______________________ 10/08/2020
DATE

GARRETT CAVANUOLO R.P.L.S.
TEXAS REGISTRATION NO. 6714
DOUCET & ASSOCIATES, INC.
7401 B HIGHWAY 71 WEST
SUITE 160
AUSTIN, TX 78735
512.583.2600
GCAVANUOLO@DOUCETENGINEERS.COM

STATE OF TEXAS
REGISTERED
GARRETT CAVANUOLO
6714
PROFESSIONAL
LAND SURVEYOR

LAND USE COMMISSION:

ACCEPTED AND AUTHORIZED FOR RECORD BY THE LAND USE COMMISSION OF THE CITY OF AUSTIN, TEXAS, ON THE 13th DAY OF October, 2020 A.D.

______________________ ______________________
CHAIRPERSON Todd Shaw SECRETARY Yvette Flores

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, DEVELOPMENT SERVICES DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, TEXAS, THIS THE 21 DAY OF October, 2020 A.D.

______________________ For
DENISE LUCAS, DIRECTOR, DEVELOPMENT SERVICES DEPARTMENT

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE 2-MILE EXTRATERRITORIAL JURISDICTION OF THE CITY OF AUSTIN ON THIS THE 13th DAY OF October, 2020 A.D.

GENERAL NOTES:

1. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF AUSTIN.
2. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN AND TRAVIS COUNTY FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS. DETENTION AND WATER QUALITY WILL BE PROVIDED BY ON-SITE WATER QUALITY AND DETENTION POND.
3. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS. PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED [illegible], THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THIS SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE THE SEPARATE INSTRUMENT RECORDED IN DOCUMENT #[illegible] IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
4. ALL RESIDENTIAL LOTS IN BELLA FORTUNA PHASE 2 SHALL BE SUBJECT TO THE HOMEOWNERS ASSOCIATION DOCUMENTS AS RECORDED IN DOCUMENT NO. 2019180[illegible] IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
5. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNER'S EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
6. ALL STREETS, DRAINAGE, SIDEWALKS, WATER AND WASTEWATER LINES ARE TO BE CONSTRUCTED AND INSTALLED TO THE CITY OF AUSTIN STANDARDS.
7. 4' PUBLIC SIDEWALKS BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS: COMANO DR., BELLA FORTUNA DR., RAPHAEL COVE, SACRA COVE, AND AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. (TITLE 30, 30-3-181)
8. TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.
9. ALL BUILDING FOUNDATIONS ON SLOPES OF FIFTEEN (15) PERCENT AND OVER AND ON FILL PLACED UPON SLOPES FIFTEEN (15) PERCENT AND OVER MUST UTILIZE DESIGN AND CONSTRUCTION PRACTICES CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER QUALIFIED TO PRACTICE IN THIS FIELD.
10. NO LOT SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER UTILITY SYSTEM.
11. THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. THE WATER AND WASTEWATER UTILITY CONSTRUCTION MUST BE INSPECTED BY THE CITY. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.
12. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
13. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTION) FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
14. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTION).
15. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO THE LAND DEVELOPMENT CODE AND THE ENVIRONMENTAL CRITERIA MANUAL.
16. BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR OWNERS OF THE LOTS BEING OCCUPIED. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.
17. THE WATER AND/OR WASTEWATER EASEMENTS INDICATED ON THIS PLAT ARE FOR THE PURPOSE OF CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, UPGRADE, DECOMMISSIONING AND REMOVAL OF WATER AND/OR WASTEWATER FACILITIES AND APPURTENANCES. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, RETAINING WALLS, TREES OR OTHER STRUCTURES ARE PERMITTED IN WATER AND/OR WASTEWATER EASEMENTS EXCEPT AS APPROVED BY AUSTIN WATER UTILITY.
18. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT PURSUANT TO THE LAND DEVELOPMENT CODE.
19. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
20. WITHIN A SIGHT LINE EASEMENT ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AT THE OWNER'S EXPENSE. THE PROPERTY OWNER OR H.O.A. IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.
21. TRAFFIC MOVEMENT ON COMANO ROAD AT THE FUTURE PLEASANT VALLEY ROAD IS RESTRICTED TO RIGHT-IN AND RIGHT-OUT. FUTURE SOUTH PLEASANT VALLEY ROAD IS EXPECTED TO BE CONSTRUCTED BETWEEN 2022 AND 2024.
22. PARKLAND DEDICATION FOR 84 RESIDENTIAL UNITS HAS BEEN PROVIDED BY THE DESIGNATION OF LOT HOA 36 AS A PARK. THE LOTS WILL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION/PROPERTY OWNER'S ASSOCIATION. UPON ANNEXATION FOR ALL PURPOSES, THESE LOTS SHALL BE DEDICATED TO THE CITY OF AUSTIN AND THEREAFTER MAINTAINED BY THE CITY.
23. ALL ACTIVITIES WITHIN THE CRITICAL ENVIRONMENT FEATURES (C.E.F.) BUFFER MUST COMPLY WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE. THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE; CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.
24. ONE OR MORE LOTS WITHIN THE SUBDIVISION CONTAINS A CRITICAL ENVIRONMENTAL FEATURE BUFFER AND DEVELOPMENT ACTIVITIES AND ADDITIONAL RESTRICTION MAY APPLY.
25. SLOPES IN EXCESS OF 15 PERCENT EXIST ON BLOCK F, LOT 26 AND ON BLOCK L, LOTS 1 THRU 8. CONSTRUCTION ON SLOPES IS LIMITED FOR THE LAND DEVELOPMENT CODE AND ENVIRONMENTAL CRITERIA MANUAL.

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Austin, Texas 78735, Phone: (512)-583-2600
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TBPLS Firm No.: 10105800
TBPE Firm No.: F-3937

Date:	10/08/2020
Scale:	N/A
Drawn by:	JW/JW
Reviewer:	GC
Project:	1014-001
Sheet:	5 OF 5
Field Book:	N/A
Party Chief:	AA
Survey Date:	12/08/2017

CASE #: C8J-2017-0235.2A

201900257

VICINITY MAP

NOT TO SCALE

BELLA FORTUNA PHASE 1 SUBDIVISION, A SMALL LOT SUBDIVISION

CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

IF YOU ARE BUYING A LOT IN THIS SUBDIVISION, YOU SHOULD DETERMINE WHETHER THE SUBDIVISION AND THE LAND AROUND IT ARE INSIDE OR OUTSIDE THE CITY LIMITS.

THIS CAN AFFECT THE ENJOYMENT AND VALUE OF YOUR HOME. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS.

THE SUBDVISION'S RESTRICTIVE COVENANTS MAY CREATE PRIVATELY ENFORCEABLE RESTRICTIONS AGAINST INCOMPATIBLE LAND USES WITHIN THE SUBDIVISION, WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, HOWEVER, OUTSIDE THE CITY LIMITS NEITHER PRIVATE NOR GOVERNMENTAL RESTRICTIONS MAY BE AVAILABLE TO (1) RESTRICT EITHER THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE SUBDIVISION, OR (2) PROHIBIT LAND USES NEAR THE SUBDIVISION THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

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Date:	11/20/2019
Scale:	1"=100'
Drawn by:	JRT
Reviewer:	EC
Project:	1701-001
Sheet:	1 of 4
Field Book:	–
Party Chief:	AW
Survey Date:	10/30/2017

C8I-2017-0235.1A

BELLA FORTUNA PHASE 1 SUBDIVISION, A SMALL LOT SUBDIVISION

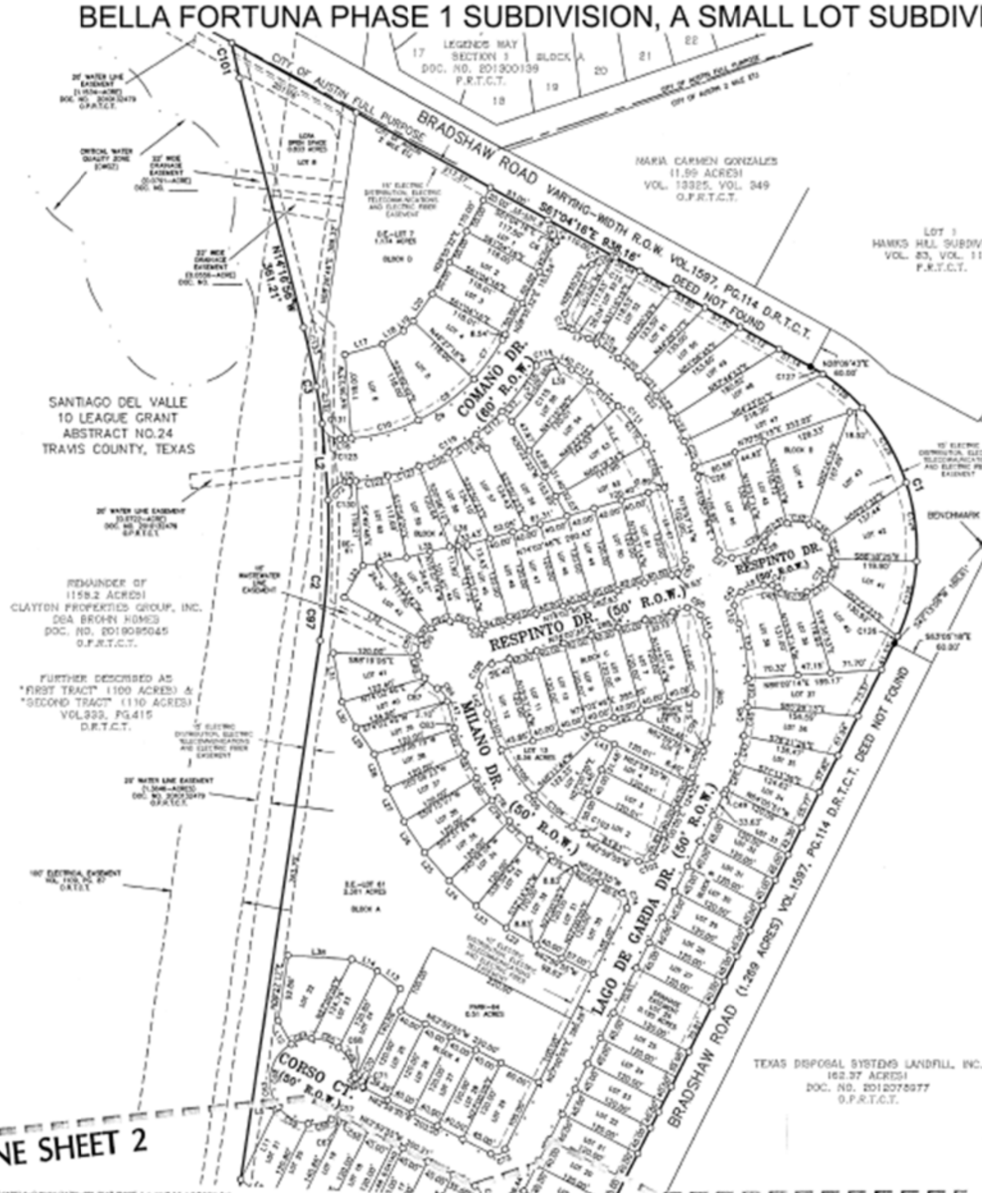
VICINITY MAP

LEGEND

	SUBJECT PROPERTY LINE
	ADJOINING PROPERTY LINE
	RIGHT-OF-WAY LINE [R.O.W.] LINE
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD WITH "DOUCET" CAP SET
R.O.W.	RIGHT-OF-WAY
L.S.	LANDSCAPE LOT
D.E.	DRAINAGE EASEMENT
DOC.	DOCUMENT
NO.	NUMBER
- - - - - -	SIDEWALK REQUIRED
---(S.L.E.)	SIGHT LINE EASEMENT
P.O.B.	POINT OF BEGINNING
VOL.	VOLUME
PG.	PAGE
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, OF TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, OF TRAVIS COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS, OF TRAVIS COUNTY, TEXAS

LINE TABLE

NO.	BEARING	LENGTH
L1	N05°30'26"W	18.86'
L2	N34°33'56"W	107.70'
L3	S86°31'32"W	46.60'
L4	N26°33'50"W	47.35'
L5	N30°50'20"W	11.15'
L6	S52°20'54"W	4.34'
L7	S67°44'24"E	31.04'
L8	S74°32'48"W	33.38'
L9	N74°07'45"E	33.92'
L10	N10°57'16"W	26.42'
L11	S23°30'05"W	109.30'
L12	N23°31'37"W	37.50'
L13	S52°42'38"E	40.80'
L14	S85°54'59"E	40.04'
L15	N87°25'50"E	5.84'
L16	S80°09'15"W	7.07'
L17	N74°51'24"E	55.50'
L18	N07°28'45"E	25.24'
L19	N43°15'13"E	12.38'
L20	N34°54'53"E	47.17'
L21	N08°21'17"E	12.68'
L22	N82°22'54"W	43.72'
L23	N34°27'48"W	52.50'
L24	N47°25'07"W	32.51'
L25	N40°57'24"W	32.77'
L26	N34°16'43"W	32.82'
L27	N07°26'10"W	61.81'
L28	N20°42'38"W	32.00'
L29	N35°02'40"W	43.47'
L30	N29°58'02"W	41.85'
L31	N05°02'53"W	63.80'
L32	S81°44'27"E	175.15'
L33	N30°30'08"E	37.80'
L34	S75°40'50"E	61.12'
L35	S75°53'08"W	63.20'
L36	S84°23'33"W	25.33'
L37	N45°32'47"W	30.00'
L38	S86°19'29"E	93.29'
L39	S02°03'52"W	10.55'
L40	S81°14'56"E	26.00'
L41	S13°57'14"E	29.30'
L42	N05°57'16"W	40.00'
L43	S63°59'50"E	29.07'
L44	S46°32'44"E	13.57'
L45	N74°32'46"E	53.32'
L46	S37°32'00"E	25.00'
L47	N05°57'16"W	34.12'



BASIS OF BEARINGS:

IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE [4203], NAD83 (2011), EPOCH 2010. ALL DISTANCES ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.0000616. UNITS: U.S. SURVEY FEET.

BENCHMARK:

1/2" IRON ROD WITH ALUMINUM CAP SET IN THE EAST RIGHT-OF-WAY OF BRADSHAW ROAD APPROXIMATELY 6000 FEET NORTHEAST OF THE INTERSECTION WITH FM 1327.

NORTHING: 10019077.06

EASTING: 3106313.51

ELEVATION=711.14

ELEVATION NOTE:

ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 USING GEOID 12B, OBSERVED USING THE LEICA SMARTNET NETWORK.

EDWARDS AQUIFER:

THIS PROJECT IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.

SITE INFORMATION:

NUMBER OF RESIDENTIAL LOTS (40'X120'): 119
NUMBER OF RESIDENTIAL LOTS (50'X120'): 9
NUMBER OF RESIDENTIAL LOTS (60'X120'): 2
PARK LOTS: 2
DRAINAGE EASEMENT LOTS: 5
OPEN SPACE-PUBLIC TRANSIT LOTS: 1
LANDSCAPE LOTS: 6
R.O.W. RESERVED LOTS: 1
COMMERCIAL LOTS: 1
LCRA OPEN SPACE LOTS:1
TOTAL PHASE 1 LOTS: 147
STREET R.O.W. = 5.304 AC.
TOTAL AREA: 32.039 AC.

UTILITY PROVIDERS:

WATER: CITY OF AUSTIN
WASTEWATER: CITY OF AUSTIN

BUILDING SETBACKS:

SMALL LOT (<5,750 SQ.FT.).
FRONT =20'
REAR=5'
SIDE YARD=5'
STREET SIDE YARD=10'

MATCHLINE SHEET 2

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Date:	11/20/2019
Scale:	1"=100'
Drawn by:	JRT
Reviewer:	SC
Project:	1701-001
Sheet:	2 of 4
Field Book:	-
Party Chief:	AM
Survey Date:	10/08/2017

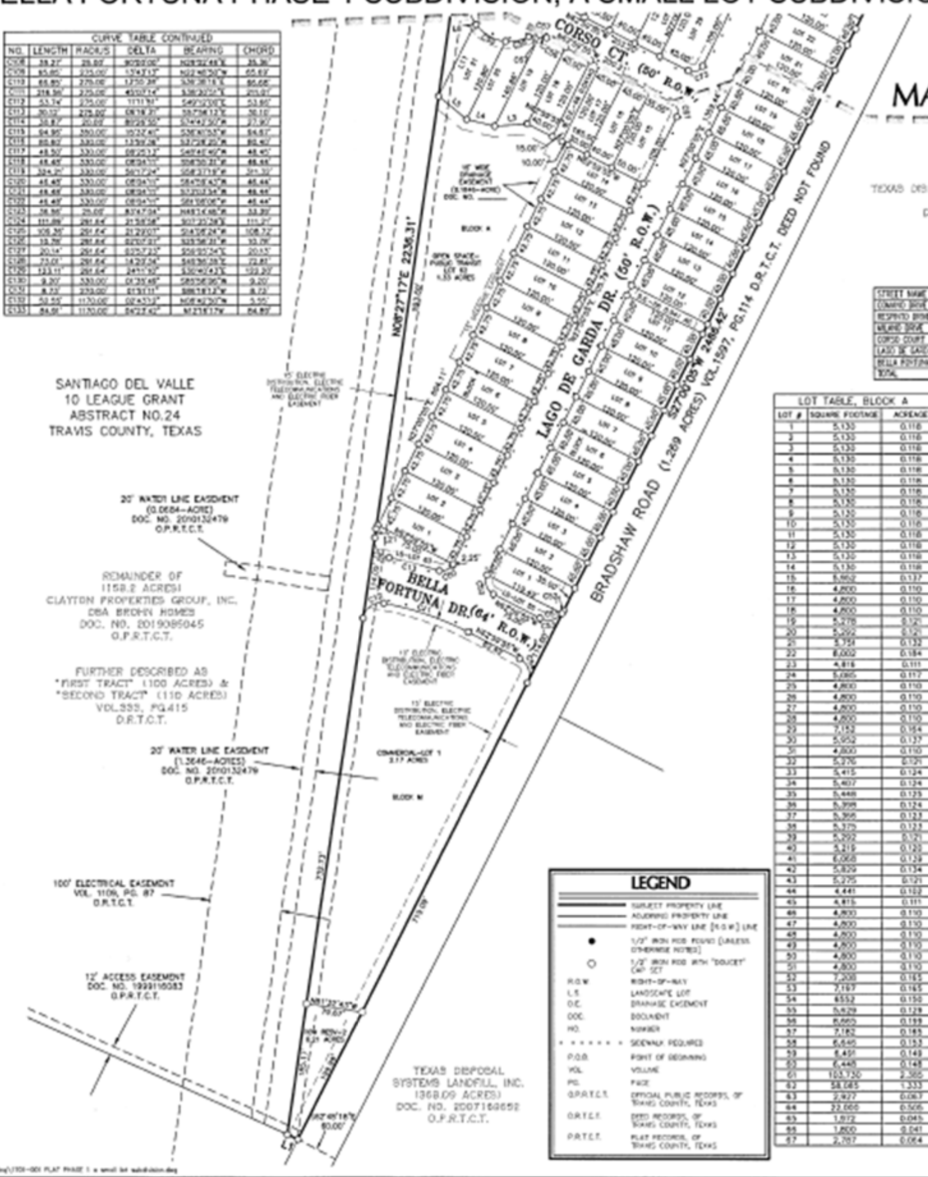
CBL2017-07351A

2019000257

BELLA FORTUNA PHASE 1 SUBDIVISION, A SMALL LOT SUBDIVISION

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	448.20'	291.84'	88°04'20"	S17°02'06"E	405.44'
C2	187.68'	1107.00'	10°13'30"	N02°20'23"E	187.45'
C3	127.47'	1107.00'	07°36'24"	N10°36'41"W	127.38'
C4	39.27'	25.00'	89°59'48"	S10°04'27"E	35.35'
C5	34.24'	25.00'	78°27'47"	S21°50'27"E	31.62'
C6	5.07'	25.00'	11°32'13"	S23°08'32"W	5.02'
C7	65.80'	270.00'	14°23'29"	S35°54'07"W	65.70'
C8	97.90'	270.00'	20°35'29"	S53°28'36"W	97.38'
C9	274.87'	270.00'	58°19'30"	S58°05'11"W	263.12'
C10	99.31'	270.00'	21°04'27"	S74°57'24"W	98.75'
C11	127.46'	438.00'	16°40'24"	N01°20'08"W	127.01'
C12	40.09'	25.00'	91°52'23"	S54°33'20"W	35.93'
C13	74.10'	503.00'	08°26'25"	N75°56'57"W	74.03'
C14	39.27'	25.00'	90°00'13"	S32°55'30"W	35.36'
C15	5.04'	25.00'	11°32'25"	S08°50'28"E	5.03'
C16	34.24'	25.00'	78°27'47"	S66°29'26"W	31.62'
C17	23.36'	20.00'	64°37'20"	S15°04'28"E	21.72'
C18	13.16'	325.00'	02°19'08"	S09°34'53"E	13.15'
C19	37.47'	325.00'	06°35'47"	S00°27'25"E	37.40'
C20	37.64'	325.00'	06°38'08"	S48°50'27"E	37.62'
C21	37.64'	325.00'	06°38'08"	S42°12'20"E	37.62'
C22	255.64'	325.00'	45°07'14"	S30°33'50"E	249.38'
C23	37.64'	325.00'	06°38'08"	S30°34'11"E	37.62'
C24	37.64'	325.00'	06°38'08"	S26°56'03"E	37.62'
C25	37.67'	325.00'	06°38'27"	S22°17'45"E	37.65'
C26	17.14'	325.00'	03°01'18"	N01°27'53"W	17.14'
C27	23.56'	15.00'	90°00'00"	N60°51'14"W	21.21'
C28	21.03'	25.00'	48°11'23"	N49°57'05"E	20.41'
C29	12.23'	25.00'	28°02'09"	S60°03'12"W	12.12'
C30	8.80'	25.00'	20°10'14"	S30°56'24"W	8.76'
C31	42.17'	50.00'	48°19'34"	S50°02'12"W	40.93'
C32	31.46'	50.00'	36°03'17"	N87°47'24"W	30.95'
C33	241.16'	50.00'	276°22'45"	S25°53'14"E	68.87'
C34	31.09'	50.00'	35°37'18"	N06°57'07"W	30.59'
C35	31.27'	50.00'	35°50'03"	N41°17'26"W	30.76'
C36	31.36'	50.00'	35°56'32"	N09°29'31"E	30.84'
C37	31.21'	50.00'	35°45'40"	N50°20'17"E	30.70'
C38	42.57'	50.00'	48°46'02"	S88°25'48"E	41.37'
C39	8.80'	25.00'	20°10'14"	S67°50'58"E	8.76'
C40	12.23'	25.00'	28°02'09"	N89°07'21"E	12.12'
C41	21.03'	25.00'	48°11'23"	S82°51'32"E	20.41'
C42	23.56'	15.00'	90°00'00"	S29°02'46"W	21.21'
C43	78.44'	325.00'	13°49'42"	N60°21'02"W	78.25'
C44	40.39'	325.00'	07°07'13"	N32°57'25"E	40.36'
C45	246.37'	325.00'	43°26'00"	N05°17'06"E	240.51'
C46	40.39'	325.00'	07°07'13"	N08°26'38"E	40.36'
C47	40.39'	325.00'	07°07'14"	N15°33'52"E	40.36'
C48	40.39'	325.00'	07°07'15"	N22°41'06"E	40.37'
C49	8.37'	325.00'	01°28'29"	N26°58'28"E	8.37'
C50	31.42'	20.00'	90°00'00"	N17°58'55"W	28.28'
C51	34.24'	25.00'	78°27'47"	S21°49'11"W	31.62'
C52	5.03'	25.00'	11°32'13"	S32°46'11"W	5.03'
C53	39.27'	25.00'	90°00'00"	S72°00'05"W	35.36'
C54	39.27'	25.00'	90°00'00"	N17°59'55"W	35.36'
C55	38.47'	25.00'	88°10'58"	N73°54'41"W	34.97'
C56	6.08'	25.00'	13°56'28"	N12°53'19"W	6.06'
C57	23.55'	25.00'	53°58'05"	N08°56'48"W	22.69'
C58	34.05'	60.00'	32°30'57"	S75°17'32"W	33.60'
C59	49.27'	60.00'	47°03'51"	N60°53'19"W	47.90'
C60	20.44'	20.00'	58°32'42"	S57°41'25"W	19.56'
C61	23.56'	15.00'	90°00'00"	S17°30'38"E	21.21'
C62	304.53'	60.00'	290°48'57"	N27°00'05"E	70.59'
C63	102.49'	60.00'	97°52'10"	N11°32'13"E	90.48'
C64	30.50'	60.00'	29°38'32"	S74°47'40"E	29.83'
C65	41.22'	60.00'	39°21'40"	S71°11'55"E	40.41'
C66	44.43'	60.00'	42°25'38"	S30°38'27"E	43.48'
C67	16.67'	25.00'	38°11'30"	S00°07'48"W	16.36'
C68	5.12'	25.00'	11°45'29"	S24°34'39"E	5.12'
C69	23.55'	25.00'	53°58'05"	S36°50'53"E	22.69'
C70	16.67'	25.00'	38°05'33"	S30°50'01"E	16.32'
C71	1.80'	25.00'	04°07'53"	N80°36'19"W	1.80'
C72	39.08'	25.00'	89°34'34"	N47°06'30"E	35.32'
C73	23.56'	15.00'	90°00'00"	N72°00'05"E	21.21'
C74	23.56'	15.00'	90°00'00"	S17°59'55"E	21.21'
C75	29.75'	325.00'	05°14'42"	S60°22'34"E	29.74'
C76	38.28'	325.00'	06°44'50"	S54°22'48"E	38.25'
C77	38.23'	325.00'	06°44'22"	S47°38'07"E	38.21'
C78	266.80'	325.00'	47°02'42"	S30°28'35"E	259.42'
C79	38.52'	325.00'	06°47'25"	S41°52'14"E	38.47'
C80	38.16'	325.00'	06°43'38"	S34°08'43"E	38.14'
C81	37.34'	325.00'	06°34'15"	S27°29'43"E	37.32'
C82	38.00'	325.00'	06°41'57"	S20°42'56"E	37.98'
C83	7.88'	325.00'	01°24'27"	N15°29'27"W	7.88'
C84	21.03'	25.00'	48°11'23"	S40°37'40"E	20.41'
C87	23.64'	50.00'	27°05'22"	S50°23'56"E	23.42'
C88	33.82'	50.00'	38°44'09"	S17°41'16"E	33.18'
C89	23.19'	50.00'	26°34'29"	S14°58'14"W	22.97'
C90	362.83'	50.00'	188°22'48"	S27°30'29"W	352.83'
C91	20.52'	50.00'	23°30'41"	S40°00'53"W	20.37'
C92	28.47'	50.00'	32°42'13"	S68°31'20"W	28.09'
C93	32.08'	50.00'	36°45'47"	N70°18'47"W	31.53'
C94	14.07'	25.00'	34°36'53"	N74°58'17"W	14.79'
C95	23.56'	15.00'	90°00'00"	S29°02'48"W	21.21'
C96	23.56'	15.00'	90°00'00"	S60°57'14"E	21.21'
C97	79.08'	1107.00'	04°05'37"	S06°24'28"W	79.08'
C98	208.17'	215.00'	42°51'38"	S00°21'23"W	201.37'
C99	11.65'	215.00'	03°05'40"	S15°55'37"W	11.65'
C100	40.53'	215.00'	08°21'43"	S22°44'12"W	40.53'
C101	50.29'	943.00'	03°03'20"	N12°56'39"W	50.29'
C102	23.56'	15.00'	89°59'08"	S72°00'05"W	21.21'
C103	21.21'	215.00'	04°25'08"	N80°47'21"W	21.21'
C104	70.50'	215.00'	14°46'29"	N57°11'32"W	70.17'
C105	225.80'	215.00'	47°02'42"	N30°28'35"W	219.51'
C106	20.32'	215.00'	15°19'02"	N35°20'45"W	20.35'
C107	55.36'	215.00'	11°52'00"	N01°43'14"W	55.24'

CURVE TABLE CONTINUED					
NO.	LENGTH	RADIUS	DELTA	BEARING	CHORD
C108	39.27'	25.00'	90°00'00"	N28°02'48"E	35.36'
C109	65.85'	225.00'	16°47'13"	N02°40'30"W	65.63'
C110	65.85'	275.00'	13°50'39"	S36°36'15"E	65.68'
C111	218.50'	275.00'	45°07'14"	S30°33'50"E	213.01'
C112	53.74'	275.00'	11°11'48"	S47°32'00"E	53.66'
C113	30.12'	275.00'	06°16'31"	S30°38'12"E	30.10'
C114	30.87'	20.00'	88°25'50"	S74°41'30"W	27.90'
C115	94.95'	350.00'	15°32'41"	S36°40'52"W	94.67'
C116	80.87'	330.00'	14°02'28"	S37°38'20"W	80.67'
C117	48.50'	330.00'	08°25'13"	S48°47'40"W	48.45'
C118	46.45'	330.00'	08°04'11"	S56°30'31"W	46.44'
C119	324.21'	330.00'	56°17'24"	S58°37'18"W	311.32'
C120	46.45'	330.00'	08°04'11"	S84°35'43"W	46.44'
C121	46.45'	330.00'	08°04'11"	S32°20'34"W	46.44'
C122	46.45'	330.00'	08°04'11"	S24°16'08"W	46.44'
C123	38.56'	25.00'	87°47'04"	N65°14'48"W	33.30'
C124	111.09'	291.64'	21°49'36"	S07°23'29"E	111.21'
C125	108.36'	291.64'	21°17'21"	S24°08'24"W	108.72'
C126	10.70'	291.64'	02°07'07"	S35°50'31"W	10.70'
C127	20.14'	291.64'	03°57'23"	S39°35'34"E	20.13'
C128	73.07'	291.64'	14°20'54"	S48°36'28"E	72.87'
C129	123.11'	291.64'	24°11'10"	S30°40'43"E	122.20'
C130	9.20'	330.00'	01°35'48"	S85°08'36"W	9.20'
C131	8.72'	330.00'	01°31'11"	S86°18'12"W	8.72'
C132	52.55'	1170.00'	02°34'23"	N08°40'30"W	52.55'
C133	84.97'	1170.00'	04°22'40"	N12°18'17"W	84.95'



LEGEND

	SUBJECT PROPERTY LINE
	ADJOINING PROPERTY LINE
	RIGHT-OF-WAY LINE (R.O.W.) LINE
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD WITH "DOUCET" CAP SET
R.O.W.	RIGHT-OF-WAY
L.S.	LANDSCAPE LOT
D.E.	DRAINAGE EASEMENT
DOC.	DOCUMENT
NO.	NUMBER
• • • • •	SIDEWALK REQUIRED
P.O.B.	POINT OF BEGINNING
VOL.	VOLUME
PG.	PAGE
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS OF TRAVIS COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS OF TRAVIS COUNTY, TEXAS

ROADWAY TABLE

STREET NAME	R.O.W. WIDTH	LINEAR FEET	ACRES
CAMMINO DRIVE	60' R.O.W.	515'	0.723
RESPINTO DRIVE	50' R.O.W.	508'	0.691
MILANO DRIVE	50' R.O.W.	435'	0.532
CORSO COURT	50' R.O.W.	347'	0.528
LAGO DE GARDA DRIVE	50' R.O.W.	2,105'	2.423
BELLA FORTUNA DRIVE	64' R.O.W.	277'	0.409
TOTAL		4,187'	5.306

LOT TABLE, BLOCK A		
LOT #	SQUARE FOOTAGE	ACREAGE
1	5,130	0.118
2	5,130	0.118
3	5,130	0.118
4	5,130	0.118
5	5,130	0.118
6	5,130	0.118
7	5,130	0.118
8	5,130	0.118
9	5,130	0.118
10	5,130	0.118
11	5,130	0.118
12	5,130	0.118
13	5,130	0.118
14	5,130	0.118
15	5,952	0.137
16	4,800	0.110
17	4,800	0.110
18	4,800	0.110
19	5,276	0.121
20	5,292	0.121
21	5,276	0.121
22	8,002	0.184
23	4,818	0.111
24	5,085	0.117
25	4,800	0.110
26	4,800	0.110
27	4,800	0.110
28	4,800	0.110
29	7,152	0.164
30	5,952	0.137
31	4,800	0.110
32	5,276	0.121
33	5,415	0.124
34	5,407	0.124
35	5,446	0.125
36	5,396	0.124
37	5,366	0.123
38	5,329	0.122
39	5,292	0.122
40	5,229	0.120
41	6,069	0.139
42	5,829	0.134
43	5,275	0.121
44	4,441	0.102
45	4,815	0.111
46	4,800	0.110
47	4,800	0.110
48	4,800	0.110
49	4,800	0.110
50	4,800	0.110
51	4,800	0.110
52	7,200	0.165
53	7,197	0.165
54	6,552	0.150
55	5,629	0.129
56	8,671	0.199
57	7,982	0.183
58	6,646	0.153
59	6,491	0.149
60	6,448	0.148
61	103,730	2.365
62	58,065	1.333
63	2,927	0.067
64	22,000	0.505
65	1,972	0.045
66	1,800	0.041
67	2,787	0.064

LOT TABLE, BLOCK B		
LOT #	SQUARE FOOTAGE	ACREAGE
1	4,799	0.110
2	4,800	0.110
3	4,800	0.110
4	4,800	0.110
5	4,800	0.110
6	4,800	0.110
7	4,800	0.110
8	4,800	0.110
9	4,800	0.110
10	4,800	0.110
11	4,800	0.110
12	4,800	0.110
13	4,800	0.110
14	4,800	0.110
15	4,800	0.110
16	4,800	0.110
17	4,800	0.110
18	4,800	0.110
19	4,800	0.110
20	4,800	0.110
21	4,800	0.110
22	4,800	0.110
23	4,800	0.110
24	4,800	0.110
25	4,800	0.110
26	4,800	0.110
27	4,800	0.110
28	8,497	0.195
29	4,800	0.110
30	4,800	0.110
31	4,800	0.110
32	4,800	0.110
33	4,938	0.113
34	5,841	0.134
35	6,288	0.145
36	7,313	0.168
37	9,093	0.209
38	7,816	0.179
39	5,485	0.126
40	9,757	0.224
41	8,660	0.199
42	8,937	0.205
43	12,742	0.293
44	10,023	0.230
45	5,544	0.127
46	6,724	0.151
47	12,072	0.277
48	9,778	0.224
49	7,872	0.181
50	6,604	0.152
51	5,806	0.133
52	5,344	0.123
53	4,917	0.113
54	2,158	0.050
55	2,181	0.050
56	1,800	0.041

LOT TABLE, BLOCK C		
LOT #	SQUARE FOOTAGE	ACREAGE
1	6,264	0.144
2	6,045	0.139
3	4,800	0.110
4	4,800	0.110
5	6,387	0.147
6	4,800	0.110
7	4,800	0.110
8	4,800	0.110
9	4,800	0.110
10	4,800	0.110
11	4,800	0.110
12	5,533	0.127
13	15,879	0.365

LOT TABLE, BLOCK D		
LOT #	SQUARE FOOTAGE	ACREAGE
1	5,899	0.135
2	5,900	0.135
3	5,900	0.135
4	7,414	0.170
5	9,056	0.208
6	9,253	0.212
7	51,147	1.174
8	36,293	0.833
9	2,227	0.050

LOT TABLE, BLOCK M		
LOT #	SQUARE FOOTAGE	ACREAGE
1	94,743	2.175
2	9,034	0.208

BUILDING SETBACKS:
SMALL LOT (<5,750 SQ.FT.):
FRONT =20'
REAR=5'
SIDE YARD=5'
STREET SIDE YARD=10'

DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W., Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
TBPLS Firm #10105800 / TBPE Firm #3937

Date:	01-31-2019
Scale:	1"=100'
Drawn by:	JRT
Reviewer:	CC
Project:	1701-001
Sheet:	3 of 4
Field Book:	–
Party Chief:	AV
Survey Date:	10/09/2017

X:\Departments\Geospatial\Projects\1701-001 Bella Fortuna\geospatial\CADD\dwg\Working\1701-001 PLAT PHASE 1 a small lot subdivision.dwg

CBL2017-023514

201900257

BELLA FORTUNA PHASE 1 SUBDIVISION, A SMALL LOT SUBDIVISION

OWNER'S ACKNOWLEDGMENT:
STATE OF TEXAS |
COUNTY OF TRAVIS |

KNOW ALL MEN BY THESE PRESENTS:

THAT CLAYTON PROPERTIES GROUP, INC. A TENNESSEE CORPORATION DOING BUSINESS IN TEXAS AS BROWN HOMES, OWNER OF THAT CERTAIN 158.2 ACRES OF LAND OUT OF THE SANTIAGO DEL VALLE, 10-LEAGUE GRANT, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, AS CONVEYED BY DEED AS RECORDED IN DOCUMENT NO. 2019085045, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 32.039 ACRES OF LAND PURSUANT TO TITLE 30 OF THE AUSTIN CITY CODE AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, AND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS:

BELLA FORTUNA PHASE 1 SUBDIVISION, A SMALL LOT SUBDIVISION

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREET AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 21st DAY OF November 2019.

CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION DOING BUSINESS IN TEXAS AS BROWN HOMES

BY: ______________________
ADAM B. BOENIG, VICE PRESIDENT

STATE OF TEXAS |
COUNTY OF TRAVIS |

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY REPUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED ADAM B. BOENIG, KNOWN TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 21st DAY OF November, 2019

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

2/23/23
MY COMMISSION EXPIRES ON:

JENNIFER STEWART
Notary Public, State of Texas
Comm. Expires 02-23-2023
Notary ID 126018728

STATE OF TEXAS
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 11th DAY OF December 2019 AT 11:27 O'CLOCK P.M., DULY RECORDED ON THE 11th DAY OF December 2019 AT 11:27 O'CLOCK P.M. IN DOCUMENT NO. 201900257 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, OF THE COUNTY CLERK, THIS 11th DAY OF December 2019 A.D.

DANA DEBEAUVOIR
COUNTY CLERK TRAVIS COUNTY, TEXAS

BY ______________________ A. MACEDO
DEPUTY

STATE OF TEXAS
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, TEXAS, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 10 DAY OF December 2019, A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 11 DAY OF December 2019 A.D.

DANA DEBEAUVOIR
COUNTY CLERK TRAVIS COUNTY, TEXAS

BY Gillian Porter GILLIAN PORTER
DEPUTY

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

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

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

AUSTIN ENERGY STANDARD NOTES:
1. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-8, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

2. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE AUSTIN ENERGY WITH AN EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITCH CHAPTER 25-8 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

3. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.

4. THE OWNER OF THE PROPERTY IS RESPONSIBLE FOR MAINTAINING CLEARANCES REQUIRED BY THE NATIONAL ELECTRIC SAFETY CODE, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS, CITY OF AUSTIN RULES AND REGULATIONS AND TEXAS STATE LAWS PERTAINING TO CLEARANCES WHEN WORKING IN CLOSE PROXIMITY TO OVERHEAD POWER LINES AND EQUIPMENT. AUSTIN ENERGY WILL NOT RENDER ELECTRIC SERVICE UNLESS REQUIRED CLEARANCES ARE MAINTAINED. ALL COSTS INCURRED BECAUSE OF FAILURE TO COMPLY WITH THE REQUIRED CLEARANCES WILL BE CHARGED TO THE OWNER.

ENGINEER'S CERTIFICATION:
STATE OF TEXAS |
COUNTY OF TRAVIS |

I, DAVOOD SALEK, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CODE OF 2002, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. NO PORTION OF THE TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAPS (FIRM) #48453C0595J, TRAVIS COUNTY, TEXAS DATED JANUARY 6, 2016 AND 48453C0685H, TRAVIS COUNTY, TEXAS DATED SEPTEMBER 26, 2008.

______________________ 11/20/2019
DAVOOD SALEK, P.E. DATE
P.E. NUMBER 87888
DOUCET & ASSOCIATES, INC.
7401 B HIGHWAY 71 WEST
SUITE 160
AUSTIN, TX 78735
512.583.2600

DAVOOD SALEK 87888

SURVEYOR'S CERTIFICATION:
STATE OF TEXAS |
COUNTY OF TRAVIS |

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

______________________ 11-20-2019
GARRETT CAVANIOLO, R.P.L.S. DATE
TEXAS REGISTRATION NO. 6714
DOUCET & ASSOCIATES, INC.
7401 B HIGHWAY 71 WEST
SUITE 160
AUSTIN, TX 78735
512.583.2600
GCAVANIOLO@DOUCETENGINEERS.COM

GARRETT CAVANIOLO 6714

ZONING AND PLATTING COMMISSION:
ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLANNING COMMISSION OF THE CITY OF AUSTIN, TEXAS, ON THE 5th DAY OF February, 2019 A.D.

______________________ ______________________
JOLENE KIOLBASSA, CHAIRPERSON ANA AGUIRRE, SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ACTING DIRECTOR, DEVELOPMENT SERVICES DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, TEXAS, THIS THE 4th DAY OF December, 2019 A.D.

Cesar Zavala For
DENISE LUCAS, ACTING DIRECTOR, DEVELOPMENT SERVICES DEPARTMENT

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE 2-MILE EXTRATERRITORIAL JURISDICTION OF THE CITY OF AUSTIN ON THIS THE 4th DAY OF December 2019 A.D.

GENERAL NOTES:
1. THIS PLAT COMPLIES WITH TITLE 30 SECTION 30-2-232, SMALL LOT SUBDIVISION.
2. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF AUSTIN.
3. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN AND TRAVIS COUNTY FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS. DETENTION AND WATER QUALITY WILL BE PROVIDED BY ON-SITE WATER QUALITY AND DETENTION POND. THIS POND WILL BE OWNED AND MAINTAINED BY CITY OF AUSTIN.
4. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS. PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED Nov. 20, 2019 THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THIS SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE THE SEPARATE INSTRUMENT RECORDED IN DOCUMENT #2019192315 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
5. ALL RESIDENTIAL LOTS IN BELLA FORTUNA PHASE 1 SHALL BE SUBJECT TO THE HOMEOWNERS ASSOCIATION DOCUMENTS AS RECORDED IN DOCUMENT NO. 2019188623 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
6. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNER'S EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
7. ALL STREETS, DRAINAGE, SIDEWALKS, WATER AND WASTEWATER LINES ARE TO BE CONSTRUCTED AND INSTALLED TO THE CITY OF AUSTIN STANDARDS.
8. PUBLIC SIDEWALKS BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS: COMANO DR., LAGO DE GARDA DR., RESPINTO DR., MILANO DR., CORSO CT., BELLA FORTUNA DR., AND AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. (TITLE 30, 30-3-161)
9. TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.
10. ALL BUILDING FOUNDATIONS ON SLOPES OF FIFTEEN (15) PERCENT AND OVER AND ON FILL PLACED UPON SLOPES FIFTEEN (15) PERCENT AND OVER MUST UTILIZE DESIGN AND CONSTRUCTION PRACTICES CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER QUALIFIED TO PRACTICE IN THIS FIELD.
11. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF AUSTIN WATER AND WASTEWATER SYSTEMS.
12. THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. THE WATER AND WASTEWATER UTILITY CONSTRUCTION MUST BE INSPECTED BY THE CITY. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.
13. THE WATER QUALITY AND DRAINAGE EASEMENTS SHOWN ARE FOR THE PURPOSE OF ACHIEVING COMPLIANCE PURSUANT TO CHAPTERS 30-4 AND 30-5(A) OF TITLE 30. THE USE AND MAINTENANCE OF THESE EASEMENTS IS RESTRICTED BY CHAPTERS 30-4 AND 30-5 OF TITLE 30, THEREOF.
14. MAINTENANCE OF THE WATER QUALITY CONTROLS REQUIRED ABOVE SHALL BE ACCORDING TO THE CITY OF AUSTIN STANDARDS.
15. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
16. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTION) FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
17. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTION).
18. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO THE LAND DEVELOPMENT CODE AND THE ENVIRONMENTAL CRITERIA MANUAL.
19. BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR OWNERS OF THE LOTS BEING OCCUPIED. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.
20. THE WATER AND/OR WASTEWATER EASEMENTS INDICATED ON THIS PLAT ARE FOR THE PURPOSE OF CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, UPGRADE, DECOMMISSIONING AND REMOVAL OF WATER AND/OR WASTEWATER FACILITIES AND APPURTENANCES. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, RETAINING WALLS, TREES OR OTHER STRUCTURES ARE PERMITTED IN WATER AND/OR WASTEWATER EASEMENTS EXCEPT AS APPROVED BY AUSTIN WATER.
21. ACCESS FROM ALL LOTS OF BLOCK "B" TO BRADSHAW ROAD IS PROHIBITED.
22. SIDEWALKS ALONG BRADSHAW ROAD ARE REQUIRED TO BE CONSTRUCTED BY THE PROPERTY OWNER AFTER ABUTTING ROADWAY IS IMPROVED AND CONCRETE CURBS ARE IN PLACE. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
23. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT PURSUANT TO THE LAND DEVELOPMENT CODE.
24. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
25. A MINIMUM OF TWO OFF STREET PARKING PLACES ARE REQUIRED FOR EACH DWELLING UNIT.
26. WITHIN A SIGHT LINE EASEMENT ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AT THE OWNER'S EXPENSE. THE PROPERTY OWNER OR HOA IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.
27. TRAFFIC MOVEMENT ON COMANO ROAD AT THE FUTURE PLEASANT VALLEY ROAD IS RESTRICTED TO RIGHT-IN AND RIGHT-OUT.
28. PARKLAND DEDICATION FOR 130 RESIDENTIAL UNITS HAS BEEN PROVIDED BY THE DESIGNATION OF LOT 64 BLOCK A AS A PARK. LOT 64 BLOCK A WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION/PROPERTY OWNERS ASSOCIATION. UPON ANNEXATION FOR ALL PURPOSES, THIS LOT SHALL BE DEDICATED TO THE CITY OF AUSTIN AND THEREAFTER MAINTAINED BY THE CITY.
29. PARKLAND DEDICATION IS REQUIRED PER CITY CODE §25-1-601, AS AMENDED, PRIOR TO APPROVAL OF A SITE PLAN IN THIS SUBDIVISION. THIS WILL BE PROVIDED BY LAND DEED OR EASEMENT IN ADDITION TO IN-LIEU FEES. DISCUSS PARKLAND DEDICATION WITH THE PARD REVIEWER AT SITE PLAN.

DOUCET & ASSOCIATES
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7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
TBPLS Firm #10105800 / TBPE Firm #3937

Date:	11-20-2019
Scale:	1"=100'
Drawn by:	JRT
Reviewer:	GP
Project:	1701-001
Sheet:	4 of 4
Field Book:	–
Party Chief:	AM
Survey Date:	10/08/2017

C8J-2017-0236.1A

4 pgs 202200064

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: West Bella Fortuna Phase 2 (A Small Lot Subdivision)

OWNERS NAME: Clayton Properties Group Inc, Brohn Homes & Brohn Homes GP

ADDITIONAL RESTRICTIONS / COMMENTS:

Tax Certificate - 2022047830
Agreement - 2022047831

RETURN:

TNR
Stays In File

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

COUNTY OF TRAVIS
STATE OF TEXAS

Rebecca Guerrero, County Clerk
Travis County, Texas

202200064

Mar 15, 2022 01:04 PM

Fee: $129.00 **MACEDOS**

$129.00 3/15/2022 2022000664

WEST BELLA FORTUNA PHASE 2 (A SMALL LOT SUBDIVISION)

VICINITY MAP

NOT TO SCALE

CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

IF YOU ARE BUYING A LOT IN THIS SUBDIVISION, YOU SHOULD DETERMINE WHETHER THE SUBDIVISION AND THE LAND AROUND IT ARE INSIDE OR OUTSIDE THE CITY LIMITS.

THIS CAN AFFECT THE ENJOYMENT AND VALUE OF YOUR HOME. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS.

THE SUBDVISION'S RESTRICTIVE COVENANTS MAY CREATE PRIVATELY ENFORCEABLE RESTRICTIONS AGAINST INCOMPATIBLE LAND USES WITHIN THE SUBDIVISION, WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, HOWEVER, OUTSIDE THE CITY LIMITS NEITHER PRIVATE NOR GOVERNMENTAL RESTRICTIONS MAY BE AVAILABLE TO (1) RESTRICT EITHER THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE SUBDIVISION, OR (2) PROHIBIT LAND USES NEAR THE SUBDIVISION THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

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www.doucetandassociates.com
TBPLS Firm No.: 10105800
TBPE Firm No.:F-3937

Date:	02/17/2022
Scale:	N/A
Drawn by:	SNP
Reviewer:	DC
Project:	1814-001
Sheet:	1 OF 4
Field Book:	N/A
Party Chief:	AM
Survey Date:	10/09/2017

2022000124

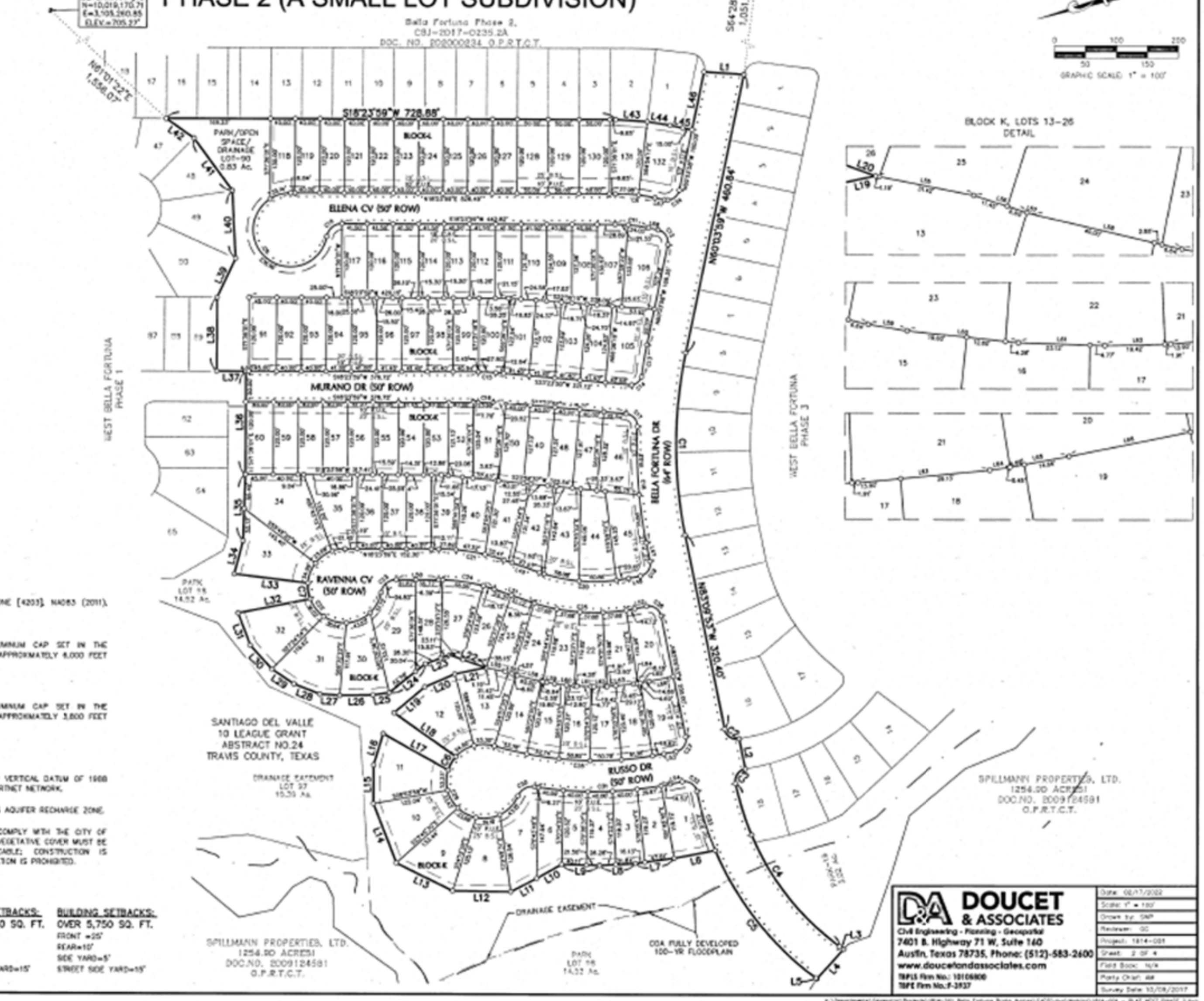
WEST BELLA FORTUNA
PHASE 2 (A SMALL LOT SUBDIVISION)

VICINITY MAP

NOT TO SCALE

LEGEND

	SUBJECT PROPERTY LINE
	LOT LINE
	EXISTING PROPERTY LINE
	RIGHT-OF-WAY [R.O.W.] LINE
	4' SIDEWALK REQUIRED
(S.L.E.)	SIGHT LINE EASEMENT
●	1/2" IRON ROD FOUND [UNLESS OTHERWISE NOTED]
○	1/2" IRON ROD WITH "DOUCET" CAP SET
R.O.W.	RIGHT-OF-WAY
H.O.A.	HOME OWNERS ASSOCIATION LOT
L.S.	LANDSCAPE LOT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.S.L.	BUILDING SETBACK LINE
P.O.B.	POINT OF BEGINNING
VOL.	VOLUME
PG.	PAGE
DOC.	DOCUMENT
NO.	NUMBER
P.R.T.C.T.	PLAT RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS



BASIS OF BEARINGS:

IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE [4203], NAD83 (2011), EPOCH 2010. ALL DISTANCES ARE GRID VALUES.
UNITS: U.S. SURVEY FEET.

BENCHMARKS:

BENCHMARK #10 – 1/2" IRON ROD WITH ALUMINUM CAP SET IN THE NORTHEAST RIGHT-OF-WAY OF BRADSHAW ROAD APPROXIMATELY 6,000 FEET NORTHEAST OF THE INTERSECTION WITH FM 1327.
NORTHING: 10,019,170.71
EASTING: 3,105,260.85
ELEVATION: 705.27'

BENCHMARK #11 – 1/2" IRON ROD WITH ALUMINUM CAP SET IN THE SOUTHEAST RIGHT-OF-WAY OF BRADSHAW ROAD APPROXIMATELY 3,800 FEET NORTHEAST OF THE INTERSECTION WITH FM 1327.
NORTHING: 10,017,209.45
EASTING: 3,104,358.44
ELEVATION: 724.63'

ELEVATION NOTE:

ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 USING GEOID 12B, OBSERVED USING THE LEICA SMARTNET NETWORK.

EDWARDS AQUIFER:

THIS PROJECT IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.

CRITICAL ENVIRONMENT FEATURES:

ALL ACTIVITIES WITHIN THE C.E.F. BUFFER MUST COMPLY WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE. THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE; CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.

SITE INFORMATION:

NUMBER OF RESIDENTIAL LOTS: 102
PARK/OPEN SPACE/DRAINAGE LOTS: 1
LIFT STATION LOTS: 0
TOTAL PHASE 2 LOTS: 103
STREET R.O.W. = 6.675 AC.
TOTAL AREA: 20.00 AC.

UTILITY PROVIDERS:

WATER: CITY OF AUSTIN
WASTEWATER: CITY OF AUSTIN

BUILDING SETBACKS:
UNDER 5,750 SQ. FT.
FRONT =20'
REAR=10'
SIDE YARD=5'
STREET SIDE YARD=15'

BUILDING SETBACKS:
OVER 5,750 SQ. FT.
FRONT =25'
REAR=10'
SIDE YARD=5'
STREET SIDE YARD=15'

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TBPLS Firm No.: 10105800
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Date: 02/17/2022
Scale: 1" = 100'
Drawn by: SNP
Reviewer: GC
Project: 1814-001
Sheet: 2 OF 4
Field Book: N/A
Party Chief: AA
Survey Date: 10/08/2017

202200064

WEST BELLA FORTUNA PHASE 2 (A SMALL LOT SUBDIVISION)

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	300.34'	745.00'	23°05'55"	N71°36'55"W	298.31'
C2	31.42'	20.00'	90°00'00"	S51°50'07"W	28.28'
C3	31.44'	20.00'	90°04'29"	N38°12'05"W	28.30'
C4	321.00'	438.00'	41°59'28"	S75°45'59"W	313.87'
C5	267.33'	502.00'	30°30'42"	N70°01'36"E	264.18'
C6	25.31'	60.00'	24°10'24"	S42°04'33"E	25.13'
C7	26.07'	60.00'	24°53'44"	S80°06'29"E	25.87'
C8	65.43'	325.00'	11°32'03"	N24°10'00"E	65.32'
C9	272.07'	60.00'	259°48'23"	S68°29'47"W	92.06'
C10	34.67'	25.00'	79°54'22"	S21°33'12"E	32.11'
C11	55.36'	275.00'	11°32'03"	S24°10'00"W	55.27'
C12	31.42'	20.00'	90°00'00"	S74°56'02"W	28.28'
C13	53.01'	809.00'	3°45'15"	N81°56'36"W	53.00'
C14	21.75'	20.00'	62°18'09"	N20°12'42"W	20.69'
C15	28.35'	325.00'	4°59'51"	N20°53'54"E	28.34'
C16	23.99'	275.00'	4°59'51"	S20°53'54"W	23.98'
C17	30.33'	20.00'	86°53'18"	S66°50'29"W	27.51'
C18	189.91'	809.00'	13°27'00"	N76°26'22"W	189.48'
C19	31.42'	20.00'	90°00'00"	N38°09'53"W	28.28'
C20	146.57'	275.00'	30°32'14"	N22°06'15"E	144.84'
C21	107.62'	325.00'	18°58'23"	N27°53'10"E	107.13'
C22	272.04'	60.00'	259°46'36"	S68°30'41"W	92.08'
C23	34.90'	25.00'	79°58'39"	S21°35'20"E	32.13'
C24	91.06'	275.00'	18°58'23"	S27°53'10"W	90.65'
C25	173.22'	325.00'	30°32'14"	S22°06'15"W	171.17'
C26	31.42'	20.00'	90°00'00"	S51°50'07"W	28.28'
C27	31.42'	20.00'	90°00'00"	N38°09'53"W	28.28'
C28	278.08'	565.00'	28°11'57"	N20°56'06"E	275.28'
C29	276.07'	60.00'	263°37'51"	S83°13'09"W	89.44'
C30	33.27'	25.00'	76°15'01"	S10°32'22"E	30.87'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C31	221.21'	615.00'	20°36'31"	S17°08'33"W	220.02'
C32	31.42'	20.00'	90°01'31"	S51°50'53"W	28.29'
C33	100.71'	502.00'	11°29'38"	N88°58'14"W	100.54'
C34	31.42'	20.00'	90°00'00"	N15°03'58"W	28.28'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S21°59'10"W	64.62'
L2	N83°09'54"W	50.00'
L3	S54°46'15"W	7.62'
L4	N29°52'54"W	64.28'
L5	N54°46'15"E	1.63'
L6	N07°14'52"E	67.53'
L7	N10°38'06"E	63.75'
L8	N15°25'20"E	57.93'
L9	N19°33'52"E	61.60'
L10	N10°59'28"W	46.39'
L11	N09°09'32"W	47.27'
L12	N19°02'57"E	93.71'
L13	N44°52'37"E	101.61'
L14	N88°57'32"E	103.33'
L15	S71°30'59"E	62.74'
L16	S54°47'29"E	53.17'
L17	S47°35'48"W	120.84'
L18	N53°41'17"E	122.70'
L19	S21°44'36"E	65.28'
L20	S05°07'46"E	52.39'
L21	S06°19'53"W	50.43'
L22	N38°13'35"E	61.29'
L23	N02°32'24"W	41.83'
L24	N20°15'16"W	74.82'
L25	N10°04'20"E	26.83'
L26	N17°33'42"E	54.27'
L27	N21°55'51"E	32.42'
L28	N38°41'15"E	44.57'

LINE TABLE

LINE	BEARING	DISTANCE
L29	N52°30'56"E	42.95'
L30	N66°01'07"E	52.22'
L31	N87°45'30"E	55.69'
L32	S07°13'09"W	118.54'
L33	N25°27'14"E	120.06'
L34	S56°43'11"E	55.47'
L35	S69°57'22"E	107.57'
L36	S71°36'01"E	170.00'
L37	N18°23'59"E	47.17'
L38	S71°36'01"E	120.00'
L39	S46°22'21"E	69.95'
L40	S74°46'59"E	110.26'
L41	N71°43'38"E	105.62'
L42	N53°47'59"E	55.11'
L43	S21°44'51"W	51.97'
L44	S27°30'53"W	37.57'
L45	S29°56'02"W	35.97'
L46	S60°03'58"E	95.56'
L47	N83°09'53"W	30.40'
L48	N06°50'07"E	20.00'
L49	N37°22'22"E	60.47'
L50	S18°23'59"W	68.64'
L51	S37°22'22"W	60.47'
L52	S06°50'07"W	20.00'
L53	N06°50'07"E	20.00'
L54	S06°50'07"W	20.00'
L55	S29°28'12"W	32.61'
L56	S38°12'38"W	18.05'

LINE TABLE

LINE	BEARING	DISTANCE
L57	S34°53'35"W	2.41'
L58	N31°34'07"E	49.20'
L59	S27°34'46"W	12.74'
L60	S24°24'37"W	36.48'
L61	S20°15'57"W	27.89'
L62	S17°00'48"W	21.33'
L63	S12°57'07"W	43.03'
L64	S09°46'59"W	6.18'
L65	S08°06'37"W	19.80'
L66	N06°50'07"E	40.00'
L67	N29°56'02"E	15.97'
L68	S29°56'02"W	15.97'

LOT TABLE, BLOCK K

LOT	SQUARE FOOTAGE	ACREAGE
1	6957	0.160
2	5210	0.120
3	5241	0.120
4	5244	0.120
5	4796	0.110
6	5392	0.124
7	7742	0.178
8	7968	0.183
9	8308	0.191
10	8290	0.190
11	8839	0.203
12	9031	0.207
13	8123	0.186
14	5783	0.133
15	5661	0.130
16	5454	0.125
17	5451	0.125
18	5520	0.127
19	6712	0.154
20	6722	0.154
21	5342	0.123
22	5351	0.123
23	5347	0.123
24	5336	0.123
25	4993	0.115
26	5386	0.124
27	6339	0.146
28	5637	0.129
29	9923	0.228
30	7501	0.172
31	9382	0.215
32	8482	0.195
33	8429	0.194
34	12064	0.277
35	7856	0.180
36	4800	0.110
37	4799	0.110
38	4801	0.110
39	5380	0.124
40	6079	0.140
41	6385	0.147
42	6512	0.149
43	7161	0.164
44	7422	0.170
45	7609	0.175
46	7708	0.177
47	5125	0.118
48	5108	0.117
49	5092	0.117
50	5076	0.117
51	5897	0.135
52	4924	0.113
53	4807	0.110
54	4974	0.114
55	4954	0.114
56	4953	0.114
57	4801	0.110
58	4800	0.110
59	4800	0.110
60	5400	0.124

LOT TABLE, BLOCK L

LOT	SQUARE FOOTAGE	ACREAGE
D.E.-90	35958	0.826
91	5400	0.124
92	4800	0.110
93	4801	0.110
94	4920	0.113
95	4920	0.113
96	4968	0.114
97	4968	0.114
98	4968	0.114
99	4976	0.114
100	5534	0.127
101	5085	0.117
102	5109	0.117
103	5132	0.118
104	5156	0.118
105	7730	0.177
106	8000	0.184
107	5954	0.137
108	5287	0.121
109	5164	0.119
110	5105	0.117
111	4995	0.115
112	4980	0.114
113	4980	0.114
114	4980	0.114
115	4980	0.114
116	4980	0.114
117	4980	0.114
118	4907	0.113
119	4800	0.110
120	4800	0.110
121	4800	0.110
122	4800	0.110
123	4800	0.110
124	4800	0.110
125	4800	0.110
126	4800	0.110
127	4800	0.110
128	6000	0.138
129	6000	0.138
130	6000	0.138
131	6532	0.150
132	8122	0.186

BASIS OF BEARINGS:
IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE [4203], NAD83 (2011), EPOCH 2010. ALL DISTANCES ARE GRID VALUES.
UNITS: U.S. SURVEY FEET.

BENCHMARKS:
BENCHMARK #0 – 1/2" IRON ROD WITH ALUMINUM CAP SET IN THE NORTHEAST RIGHT-OF-WAY OF BRADSHAW ROAD APPROXIMATELY 4,000 FEET NORTHEAST OF THE INTERSECTION WITH FM 1327.
NORTHING: 10,019,170.71
EASTING: 3,105,280.85
ELEVATION: 705.27'
BENCHMARK #1 – 1/2" IRON ROD WITH ALUMINUM CAP SET IN THE SOUTHEAST RIGHT-OF-WAY OF BRADSHAW ROAD APPROXIMATELY 3,800 FEET NORTHEAST OF THE INTERSECTION WITH FM 1327.
NORTHING: 10,017,209.45
EASTING: 3,104,358.44
ELEVATION: 724.63'

ELEVATION NOTE:
ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 USING GEOID 12B, OBSERVED USING THE LEICA SMARTNET NETWORK.

EDWARDS AQUIFER:
THIS PROJECT IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.

CRITICAL ENVIRONMENT FEATURES:
ALL ACTIVITIES WITHIN THE C.E.F. BUFFER MUST COMPLY WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE. THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE; CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.

SITE INFORMATION:
NUMBER OF RESIDENTIAL LOTS: 102
PARK/OPEN SPACE/DRAINAGE LOTS: 1
LIFT STATION LOTS: 0
TOTAL PHASE 2 LOTS: 103
STREET R.O.W. = 6.675 AC.
TOTAL AREA: 20.00 AC.

UTILITY PROVIDERS:
WATER: CITY OF AUSTIN
WASTEWATER: CITY OF AUSTIN

ROADWAY TABLE

STREET NAME	R.O.W. WIDTH	LINEAR FEET	ACRES
BELLA FORTUNA DRIVE	64' R.O.W.	1784'	2.751
ELLENA COVE	50' R.O.W.	680'	0.903
MURANO DRIVE	50' R.O.W.	670'	0.714
RAVENNA COVE	50' R.O.W.	579'	0.776
RUSSO DRIVE	50' R.O.W.	397'	0.568
TOTAL		4,120	6.675

0 50 100 150 200
GRAPHIC SCALE: 1" = 100'

DOUCET & ASSOCIATES
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Date: 02/17/2022	
Scale: N/A	
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Reviewer: DE	
Project: 1014-001	
Sheet: 3 OF 4	
Field Book: N/A	
Party Chief: AM	
Survey Date: 10/08/2017	

C8J-2020-0013.2A

WEST BELLA FORTUNA PHASE 2 (A SMALL LOT SUBDIVISION)

OWNER'S ACKNOWLEDGMENT:

STATE OF TEXAS |
COUNTY OF TRAVIS |

KNOW ALL MEN BY THESE PRESENTS:

THAT CLAYTON PROPERTIES GROUP, INC. A TENNESSEE CORPORATION DOING BUSINESS IN TEXAS AS BROHN HOMES, OWNER OF THAT CERTAIN 150.2 ACRES OF LAND OUT OF THE SANTIAGO DEL VALLE, 10-LEAGUE GRANT, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, AS CONVEYED BY DEED AS RECORDED IN DOCUMENT NO. 2019080045, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 30.00 ACRES OF LAND PURSUANT TO TITLE 30 OF THE AUSTIN CITY CODE AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, AND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS:

WEST BELLA FORTUNA PHASE 2 (A SMALL LOT SUBDIVISION)

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREET AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 18th DAY OF February 2022.

CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION DOING BUSINESS IN TEXAS AS BROHN HOMES BY: CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION DOING BUSINESS IN TEXAS AS BROHN HOMES, GENERAL PARTNER,

BY: ______________________

ADAM B. BOENIG, VICE PRESIDENT
6733 VAUGHT RANCH RD. STE. 200
AUSTIN, TX 78730

STATE OF TEXAS |
COUNTY OF TRAVIS |

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY REPUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED ADAM B. BOENIG, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 18th DAY OF February 2022.

Matt Robert Wilkins
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

03-10-2025
MY COMMISSION EXPIRES ON:

MATHEW ROBERT WILKINS
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 132987306

STATE OF TEXAS
COUNTY OF TRAVIS

I, REBECCA GUERRERO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 10th DAY OF March 2022 AT 1:04 O'CLOCK P.M., DULY RECORDED ON THE 10th DAY OF March 2022 AT 1:04 O'CLOCK P.M. IN DOCUMENT NO. 202200064 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, OF THE COUNTY CLERK, THIS 10th DAY OF March, 2022 A.D.

REBECCA GUERRERO
COUNTY CLERK TRAVIS COUNTY, TEXAS

BY: ______________________
DEPUTY
A. LINCECUM

STATE OF TEXAS
COUNTY OF TRAVIS

I, REBECCA GUERRERO, CLERK OF THE COUNTY COURT, TEXAS, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 12 DAY OF October 2021 A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 9 DAY OF March 2022 A.D.

DANA DEBEAUVOIR
COUNTY CLERK TRAVIS COUNTY, TEXAS

BY: ______________________
DEPUTY
GILLIAN PORTER

COMMISSIONERS' COURT RESOLUTION:

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

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

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

AUSTIN ENERGY STANDARD NOTES:

1. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-8, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

2. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE AUSTIN ENERGY WITH AN EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-8 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

3. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.

4. THE OWNER OF THE PROPERTY IS RESPONSIBLE FOR MAINTAINING CLEARANCES REQUIRED BY THE NATIONAL ELECTRIC SAFETY CODE, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS, CITY OF AUSTIN RULES AND REGULATIONS AND TEXAS STATE LAWS PERTAINING TO CLEARANCES WHEN WORKING IN CLOSE PROXIMITY TO OVERHEAD POWER LINES AND EQUIPMENT. AUSTIN ENERGY WILL NOT RENDER ELECTRIC SERVICE UNLESS REQUIRED CLEARANCES ARE MAINTAINED. ALL COSTS INCURRED BECAUSE OF FAILURE TO COMPLY WITH THE REQUIRED CLEARANCES WILL BE CHARGED TO THE OWNER.

5. OWNER MAY NOT PLACE, ERECT, CONSTRUCT OR MAINTAIN THE FOLLOWING WITHIN ELECTRIC TRANSMISSION EASEMENT: ANY PERMANENT STRUCTURES, INCLUDING, BUT NOT LIMITED TO HABITABLE STRUCTURES SUCH AS HOMES, MOBILE HOMES, GARAGES, OR OFFICES, ANY STRUCTURE OF ANY KIND IN SUCH PROXIMITY TO THE ELECTRIC TRANSMISSION OR DISTRIBUTION LINES, POLES, STRUCTURES, TOWERS, OR APPURTENANT FACILITIES AS WOULD CONSTITUTE A VIOLATION OF THE NATIONAL ELECTRIC SAFETY CODE IN EFFECT AT THE TIME THE STRUCTURE IS ERECTED, NOR ANY STRUCTURES, INCLUDING BUT NOT LIMITED TO, FENCES, STORAGE SHEDS, DRAINAGE, FILTRATION, OSSF, SEPTIC FIELDS OR DETENTION PONDS WHICH WOULD IMPAIR AUSTIN ENERGY'S ACCESS TO THE TRANSMISSION EASEMENTS OR ITS LINES, POLES, STRUCTURES, TOWERS OR APPURTENANT FACILITIES IN THE EASEMENTS.

6. THE OWNER/DEVELOPER OF THIS PROPERTY SHALL PROVIDE AUSTIN ENERGY WITH 24 HOUR ACCESS ACROSS THE PROPERTY TO THE EASEMENT, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF ELECTRIC FACILITIES IF THE SUBDIVISION IMPEDES FULL ACCESS TO OUR EASEMENT, AN SEPARATE ACCESS EASEMENT MAY BE REQUIRED, IF THE PROPOSED SUBDIVISION IMPEDES FULL ACCESS TO OUR FACILITIES.

7. ANYTHING INSTALLED IN THE EASEMENT ROW (PAVEMENT, BRIDGES, SUBSURFACE INFRASTRUCTURE, WALLS, ETC.) MUST BE DESIGNED TO SUPPORT A 48,000 LB TANDEM AXLE (5 FOOT SPACING). AUSTIN ENERGY WILL NOT BE RESPONSIBLE FOR DAMAGE DONE TO FACILITIES PLACED IN THE EASEMENT OR TO FACILITIES PLACED OUTSIDE THE EASEMENT (SUCH AS WALLS) THAT ARE DAMAGED A RESULT OF AE EQUIPMENT TRAVERSING THE EASEMENT TO ENSURE SAFETY AND ACCESS BY AUSTIN ENERGY AND THEIR CONTRACTORS.

ENGINEER'S CERTIFICATION:

STATE OF TEXAS |
COUNTY OF TRAVIS |

I, SUMITA KADARIYA, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CODE OF 2002, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. NO PORTION OF THE TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAPS (FIRM) #48453C0585K, TRAVIS COUNTY, TEXAS DATED JANUARY 22, 2020 AND #48453C0605J, TRAVIS COUNTY, TEXAS DATED JANUARY 22, 2020.

______________________ 02/17/2022
SUMITA KADARIYA, P.E. DATE
P.E. NUMBER 122590
DOUCET & ASSOCIATES, INC.
7401 B HIGHWAY 71 WEST
SUITE 160
AUSTIN, TX 78735
512.583.2600

STATE OF TEXAS
SUMITA KADARIYA
122590
LICENSED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:

STATE OF TEXAS |
COUNTY OF TRAVIS |

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

______________________ 02/17/2022
J. DILLON FUGATE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6380
DOUCET & ASSOCIATES
DFUGATE@DOUCETENGINEERS.COM

STATE OF TEXAS
REGISTERED
DILLON FUGATE
6380
PROFESSIONAL
LAND SURVEYOR

LAND USE COMMISSION:

ACCEPTED AND AUTHORIZED FOR RECORD BY THE LAND USE COMMISSION OF THE CITY OF AUSTIN, TEXAS, ON THE 14th DAY OF December, 2021 A.D.

______________________ ______________________
CHAIRPERSON SECRETARY
TODD SHAW JEFF THOMPSON

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, DEVELOPMENT SERVICES DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, TEXAS, THIS THE 4th DAY OF March, 2022 A.D.

______________________ for:
DENISE LUCAS, DIRECTOR, DEVELOPMENT SERVICES DEPARTMENT

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE 2-MILE EXTRATERRITORIAL JURISDICTION OF THE CITY OF AUSTIN ON THIS THE 3rd DAY OF March, 2022 A.D.

GENERAL NOTES:

1. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF AUSTIN. EACH LOT WITHIN THIS SUBDIVISION SHALL HAVE SEPARATE SEWER TAPS, SEPARATE WATER METERS, AND THEIR RESPECTIVE WATER AND SEWER SERVICE LINES SHALL BE POSITIONED OR LOCATED IN A MANNER THAT WILL NOT CROSS LOT LINES.

2. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN AND TRAVIS COUNTY FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS. DETENTION AND WATER QUALITY WILL BE PROVIDED BY ON-SITE WATER QUALITY AND DETENTION POND.

3. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS, PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED ______________. THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THIS SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE THE SEPARATE INSTRUMENT RECORDED IN DOCUMENT #2022[illegible] IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

4. ALL RESIDENTIAL LOTS IN WEST BELLA FORTUNA PHASE 2 SHALL BE SUBJECT TO THE HOMEOWNERS ASSOCIATION DOCUMENTS AS RECORDED IN DOCUMENT NO. 2019180623 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

5. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNER'S EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

6. ALL STREETS, DRAINAGE, SIDEWALKS, WATER AND WASTEWATER LINES ARE TO BE CONSTRUCTED AND INSTALLED TO THE CITY OF AUSTIN STANDARDS.

7. 4' PUBLIC SIDEWALKS BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS: BELLA FORTUNA DR., ELLENA CV., MARANO DR., RAVENNA CV., AND RUSSO DR., AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. (TITLE 30, 30-3-191)

8. TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.

9. ALL BUILDING FOUNDATIONS ON SLOPES OF FIFTEEN (15) PERCENT AND OVER AND ON FILL PLACED UPON SLOPES FIFTEEN (15) PERCENT AND OVER MUST UTILIZE DESIGN AND CONSTRUCTION PRACTICES CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER QUALIFIED TO PRACTICE IN THIS FIELD.

10. NO LOT SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER UTILITY SYSTEM.

11. THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. THE WATER AND WASTEWATER UTILITY CONSTRUCTION MUST BE INSPECTED BY THE CITY. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.

12. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.

13. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTION) FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.

14. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTION).

15. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO THE LAND DEVELOPMENT CODE AND THE ENVIRONMENTAL CRITERIA MANUAL.

16. BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR OWNERS OF THE LOTS BEING OCCUPIED. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.

17. THE WATER AND/OR WASTEWATER EASEMENTS INDICATED ON THIS PLAT ARE FOR THE PURPOSE OF CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, UPGRADE, DECOMMISSIONING AND REMOVAL OF WATER AND/OR WASTEWATER FACILITIES AND APPURTENANCES. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, RETAINING WALLS, TREES OR OTHER STRUCTURES ARE PERMITTED IN WATER AND/OR WASTEWATER EASEMENTS EXCEPT AS APPROVED BY AUSTIN WATER UTILITY.

18. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT PURSUANT TO THE LAND DEVELOPMENT CODE.

19. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.

20. WITHIN A SIGHT LINE EASEMENT ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AT THE OWNER'S EXPENSE. THE PROPERTY OWNER OR H.O.A. IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.

21. PARKLAND DEDICATION FOR 102 RESIDENTIAL UNITS HAS BEEN PROVIDED BY THE DESIGNATION OF PARK LOTS IN THE PREVIOUS DEVELOPMENT (WEST BELLA FORTUNA PHASE 1; LOTS 13 & 98). THE LOTS WILL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION/PROPERTY OWNER'S ASSOCIATION. UPON ANNEXATION FOR ALL PURPOSES, THESE LOTS SHALL BE DEDICATED TO THE CITY OF AUSTIN AND THEREAFTER MAINTAINED BY THE CITY.

22. ALL ACTIVITIES WITHIN THE CRITICAL ENVIRONMENT FEATURES (C.E.F.) BUFFER MUST COMPLY WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE. THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE; CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.

23. ALL SMALL LOTS ARE REQUIRED TO HAVE TWO OFF STREET PARKING PLACES AND COMPLY WITH CITY OF AUSTIN TITLE 30-2-232.

24. WATERWAY SETBACKS AS DEFINED BY THE LAND DEVELOPMENT CODE MAY BE LOCATED ON THIS PROPERTY. DEVELOPMENT IS LIMITED WITHIN WATERWAY SETBACKS.

25. THIS PLAT COMPLIES WITH TITLE 30 SECTION 30-2-232 FOR SMALL LOT SUBDIVISIONS.

26. A MINIMUM OF TWO OFF STREET PARKING PLACES ARE REQUIRED FOR EACH DWELLING UNIT. 30-2-232

27. LOT 90, BLOCK L, WILL BE MAINTAINED BY H.O.A. NO RESIDENTIAL DEVELOPMENT SHALL BE ALLOWED ON THESE LOTS. IF CONVEYED TO A PUBLIC ENTITY OR NEIGHBORHOOD ORGANIZATION, RECREATION FACILITIES AND REST AREAS MAY BE CONSTRUCTED.

D&A DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPLS Firm No.: 10105800
TBPE Firm No. F-3937

Date:	02/17/2022
Scale:	N/A
Drawn by:	SWP
Reviewer:	DC
Project:	1814-001
Sheet:	4 OF 4
Field Book:	N/A
Party Chief:	AM
Survey Date:	10/06/2017

4 pgs 202200240

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: West Bella Fortuna Phase 3(A Small Lot Subdivision)

OWNERS NAME: Clayton Properties Group, Brohn Homes

ADDITIONAL RESTRICTIONS / COMMENTS:

Agreement- 2022150397
Tax Certificate- 2022150398

RETURN:

Stays In File

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rebecca Guerrero, County Clerk
Travis County, Texas

202200240

Sep 08, 2022 03:41 PM

Fee: $129.00 PEREZTA

9/8/2022 $129 2022 00240

WEST BELLA FORTUNA PHASE 3 (A SMALL LOT SUBDIVISION)

VICINITY MAP

NOT TO SCALE

CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

IF YOU ARE BUYING A LOT IN THIS SUBDIVISION, YOU SHOULD DETERMINE WHETHER THE SUBDIVISION AND THE LAND AROUND IT ARE INSIDE OR OUTSIDE THE CITY LIMITS.

THIS CAN AFFECT THE ENJOYMENT AND VALUE OF YOUR HOME. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS.

THE SUBDVISION'S RESTRICTIVE COVENANTS MAY CREATE PRIVATELY ENFORCEABLE RESTRICTIONS AGAINST INCOMPATIBLE LAND USES WITHIN THE SUBDIVISION, WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, HOWEVER, OUTSIDE THE CITY LIMITS NEITHER PRIVATE NOR GOVERNMENTAL RESTRICTIONS MAY BE AVAILABLE TO (1) RESTRICT EITHER THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE SUBDIVISION, OR (2) PROHIBIT LAND USES NEAR THE SUBDIVISION THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

DOUCET & ASSOCIATES
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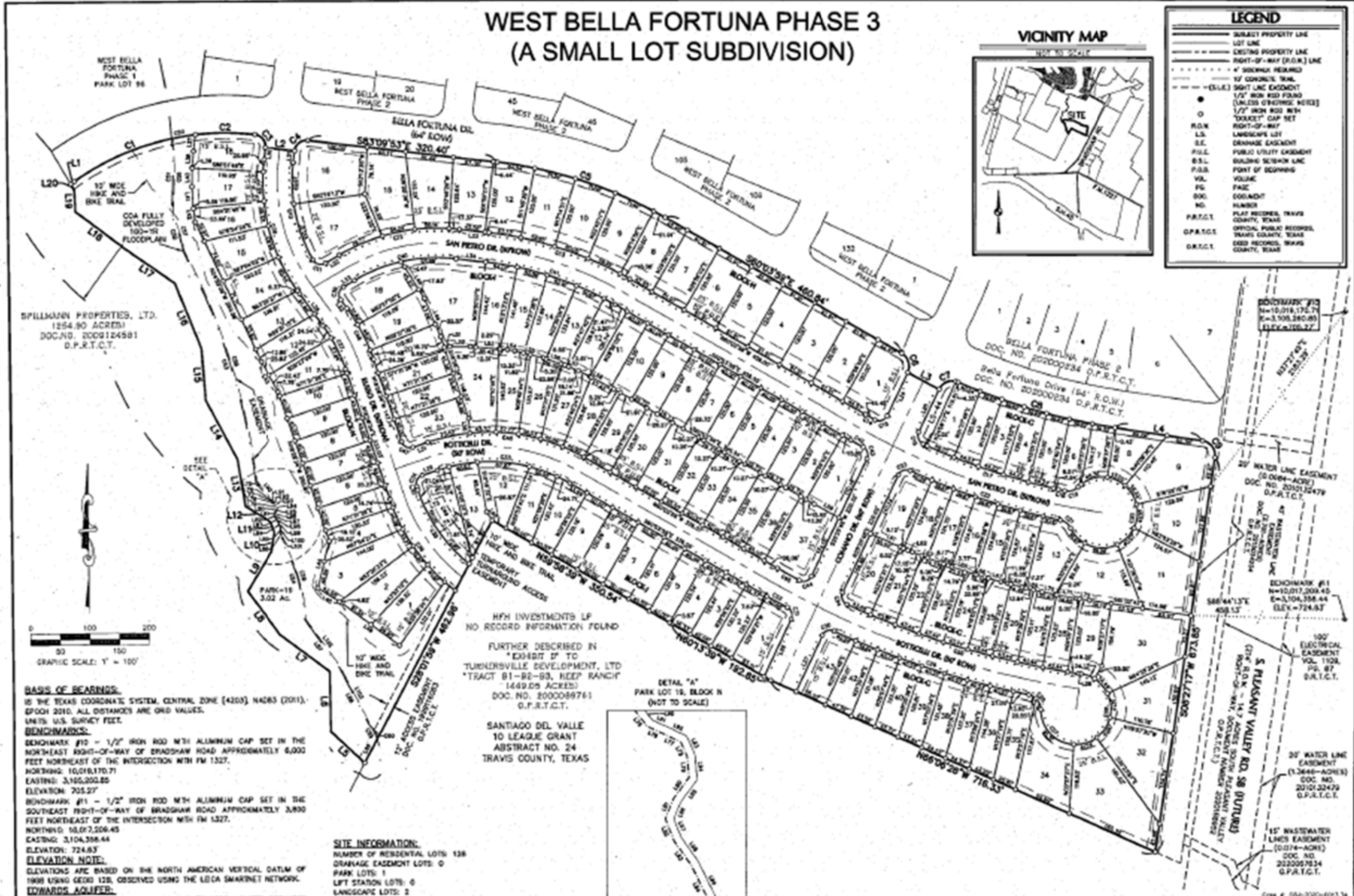
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPLS Firm No.: 10105800
TBPE Firm No. F-3937

Scale: N/A	
Project: 1814-001	
Sheet: 1 OF 4	

2022 00 240

WEST BELLA FORTUNA PHASE 3
(A SMALL LOT SUBDIVISION)



BASIS OF BEARINGS:
IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83 (2011), EPOCH 2010. ALL DISTANCES ARE GRID VALUES.
UNITS: U.S. SURVEY FEET.

BENCHMARKS:
BENCHMARK #10 – 1/2" IRON ROD WITH ALUMINUM CAP SET IN THE NORTHEAST RIGHT-OF-WAY OF BRADSHAW ROAD APPROXIMATELY 6,000 FEET NORTHEAST OF THE INTERSECTION WITH FM 1327.
NORTHING: 10,019,170.71
EASTING: 3,105,200.85
ELEVATION: 705.27'
BENCHMARK #11 – 1/2" IRON ROD WITH ALUMINUM CAP SET IN THE SOUTHEAST RIGHT-OF-WAY OF BRADSHAW ROAD APPROXIMATELY 3,800 FEET NORTHEAST OF THE INTERSECTION WITH FM 1327.
NORTHING: 10,017,209.45
EASTING: 3,104,358.44
ELEVATION: 724.63'

ELEVATION NOTE:
ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 USING GEOID 12B, OBSERVED USING THE LEICA SMARTNET NETWORK.

EDWARDS AQUIFER:
THIS PROJECT IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.

CRITICAL ENVIRONMENT FEATURES:
ALL ACTIVITIES WITHIN THE C.E.F. BUFFER MUST COMPLY WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE. THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE; CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.

UTILITY PROVIDERS:
WATER: CITY OF AUSTIN
WASTEWATER: CITY OF AUSTIN

SITE INFORMATION:
NUMBER OF RESIDENTIAL LOTS: 138
DRAINAGE EASEMENT LOTS: 0
PARK LOTS: 1
LIFT STATION LOTS: 0
LANDSCAPE LOTS: 2
TOTAL PHASE 3 LOTS: 131
STREET R.O.W. = 5.076 AC.
TOTAL AREA: 27.795 AC.

BUILDING SETBACKS:
UNDER 5,750 SQ. FT.
FRONT =20'
REAR=10'
SIDE YARD=5'
STREET SIDE YARD=15'

BUILDING SETBACKS:
OVER 5,750 SQ. FT.
FRONT =25'
REAR=10'
SIDE YARD=5'
STREET SIDE YARD=15'

Case # C8J-2020-0013.3A

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TBPLS Firm No.: 10105800
TBPE Firm No.: F-3937

Date: 07/28/2022
Scale: 1" = 100'
Drawn by: SMP
Reviewer: DF
Project: 1814-001
Sheet: 2 OF 4
Field Book: N/A
Party Chief: NA
Survey Date: 10/08/2017

2022 00 240

WEST BELLA FORTUNA PHASE 3 (A SMALL LOT SUBDIVISION)

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	220.12'	436.00'	28°47'42"	N69°10'08"E	217.81'
C2	100.88'	436.00'	13°11'46"	S89°50'10"E	100.66'
C3	31.44'	20.00'	90°04'25"	S38°12'05"E	28.30'
C4	31.42'	20.00'	90°00'00"	N51°50'07"E	28.28'
C5	300.34'	745.00'	23°05'55"	S71°36'55"E	298.31'
C6	37.35'	25.00'	85°35'54"	S17°20'09"E	33.97'
C7	38.56'	25.00'	88°20'04"	N69°38'50"E	34.87'
C8	277.55'	1,032.00'	15°24'34"	S73°50'23"E	276.72'
C9	39.27'	25.00'	90°00'00"	S36°32'43"E	35.36'
C10	170.03'	275.00'	30°25'32"	N10°52'39"W	167.33'
C11	24.05'	15.00'	91°51'50"	N74°31'19"W	21.56'
C12	211.52'	325.00'	37°17'22"	S76°11'27"W	207.80'
C13	251.97'	625.00'	23°05'55"	N71°36'00"W	250.26'
C14	18.38'	1,152.00'	0°54'51"	N60°31'24"W	18.38'
C15	24.57'	15.00'	93°51'21"	S72°21'26"W	21.91'
C16	23.81'	15.00'	90°57'05"	N20°02'45"W	21.39'
C17	242.12'	1,152.00'	12°02'31"	N71°32'33"W	241.67'
C18	11.29'	1,152.00'	0°33'42"	N77°50'39"W	11.29'
C19	24.33'	25.00'	55°45'41"	S73°56'39"W	23.38'
C20	301.41'	60.00'	287°49'18"	N10°06'58"E	70.69'
C21	22.91'	25.00'	52°30'50"	S52°03'12"E	22.12'
C22	288.63'	1,202.00'	12°46'28"	S71°51'46"E	288.13'
C23	33.33'	15.00'	89°00'40"	N69°59'08"E	31.05'
C24	23.77'	15.00'	90°47'23"	N19°57'00"W	21.36'
C25	411.10'	1,452.00'	16°13'19"	N73°26'03"W	409.73'
C26	183.29'	60.00'	175°00'10"	N05°57'22"E	119.89'
C27	90.24'	60.00'	86°10'30"	S43°27'18"E	81.97'
C28	34.22'	25.00'	78°25'37"	S39°22'34"E	31.61'
C30	23.36'	15.00'	89°17'13"	N70°04'24"E	21.08'
C31	22.87'	15.00'	87°20'44"	S16°14'34"E	20.72'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C32	47.62'	1,502.13'	1°48'59"	S60°58'27"E	47.62'
C33	232.35'	275.00'	48°24'36"	S84°16'16"E	225.50'
C34	23.56'	15.00'	90°00'00"	N38°31'39"E	21.21'
C35	154.12'	275.00'	32°06'37"	N34°31'52"W	152.11'
C36	192.17'	325.00'	33°52'46"	S30°24'56"E	189.39'
C37	82.16'	275.00'	17°07'02"	S27°02'05"E	81.85'
C38	240.67'	325.00'	42°25'43"	S14°22'44"E	235.21'
C39	24.91'	15.00'	95°08'32"	N11°58'35"E	22.14'
C40	178.99'	275.00'	37°17'22"	N78°11'27"E	175.83'
C41	231.81'	575.00'	23°05'55"	S71°36'55"E	230.24'
C42	24.20'	1,202.00'	1°09'13"	S60°38'35"E	24.20'
C43	22.66'	15.00'	86°35'59"	S17°53'42"E	20.56'
C44	24.30'	15.00'	92°50'13"	S71°30'54"W	21.73'
C45	42.25'	1,452.00'	1°40'01"	N60°53'50"W	42.24'
C46	274.60'	325.00'	48°24'36"	N84°16'16"W	266.50'
C47	23.56'	15.00'	90°00'00"	N53°28'34"W	21.21'
C48	97.09'	325.00'	17°07'02"	N37°02'05"W	96.73'
C49	48.08'	240.00'	11°28'42"	N29°38'58"W	48.00'
C50	38.33'	438.00'	5°00'49"	S81°03'32"W	38.31'
C51	130.47'	872.16'	8°34'16"	N00°42'00"E	130.35'
C52	62.84'	191.46'	18°48'14"	N17°36'13"W	62.55'
C53	410.37'	1,151.21'	20°25'27"	N17°51'02"W	408.20'
C54	145.21'	296.32'	28°04'42"	N16°27'39"W	143.76'
C55	30.44'	79.31'	21°59'36"	N30°11'44"W	30.26'
C56	130.48'	874.16'	8°33'07"	N00°40'18"E	130.36'
C57	63.58'	193.46'	18°32'04"	N17°34'08"W	62.31'
C58	410.19'	1,153.21'	20°22'46"	N17°01'22"W	408.03'
C59	144.60'	298.32'	27°46'43"	N16°20'48"W	143.47'
C60	30.96'	81.31'	21°48'58"	N30°06'25"W	30.77'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N54°46'15"E	7.62'
L2	S83°09'54"E	50.00'
L3	S81°58'18"E	60.06'
L4	S01°32'43"E	149.86'
L5	N47°05'54"W	78.10'
L6	N00°51'53"W	101.25'
L7	N53°01'53"W	104.40'
L8	N36°38'54"W	91.98'
L9	N31°29'07"E	78.35'
L10	N09°23'07"E	32.79'
L11	N20°14'54"W	19.79'
L12	N56°13'54"W	49.63'
L13	N09°22'53"W	80.15'
L14	N27°57'53"W	113.53'
L15	N04°00'54"W	87.58'
L16	N21°31'54"W	118.99'
L17	N84°37'54"W	101.05'
L18	N52°23'54"W	105.24'
L19	N01°57'54"W	38.53'
L20	N29°52'54"W	11.48'
L21	N06°50'07"E	20.00'

LINE TABLE

LINE	BEARING	DISTANCE
L22	S59°32'46"W	29.75'
L23	N83°09'53"W	50.00'
L24	S25°25'48"W	80.88'
L25	N25°25'48"E	80.24'
L26	N81°32'43"W	4.86'
L27	N35°25'48"E	105.45'
L28	S25°25'48"W	107.31'
L29	N71°31'36"E	26.60'
L30	N18°28'34"W	5.86'
L31	S71°31'36"W	26.60'
L32	N35°35'36"W	18.07'
L33	N59°32'46"E	21.50'
L34	S83°09'53"E	50.00'
L35	S35°38'36"E	66.52'
L36	S06°50'07"W	20.00'
L37	S06°50'07"W	27.96'
L38	N05°05'36"E	37.74'
L39	N01°12'35"E	1.33'
L40	S01°12'35"W	31.35'
L41	S02°50'06"E	31.79'
L42	S06°50'06"E	38.79'

LINE TABLE

LINE	BEARING	DISTANCE
L43	S28°50'12"E	56.30'
L44	S13°58'37"W	81.61'
L45	N57°51'20"W	47.59'
L46	S53°29'02"E	121.51'
L47	S35°35'36"E	10.57'
L48	S31°31'25"E	63.16'
L49	S22°57'54"E	69.66'
L50	S05°31'57"E	23.00'
L51	N84°56'29"E	9.50'
L52	S89°41'41"E	34.67'
L53	S84°36'19"E	62.41'
L54	S80°13'30"E	12.36'
L55	S76°33'53"E	50.13'
L56	S71°21'51"E	38.65'
L57	S67°39'16"E	24.69'
L58	S62°16'26"E	67.15'
L59	S61°56'39"E	48.13'
L60	S32°13'15"E	16.84'
L61	S66°14'29"E	69.66'
L62	S67°54'47"E	7.76'
L63	S89°11'56"E	51.79'

LINE TABLE

LINE	BEARING	DISTANCE
L64	S70°36'18"E	13.35'
L65	S71°53'36"E	46.20'
L66	S73°17'49"E	18.94'
L67	S74°34'57"E	40.61'
L68	S75°59'30"E	24.53'
L69	S77°10'28"E	35.02'
L70	S78°31'08"E	22.63'
L71	S79°40'17"E	36.92'
L72	S81°04'24"E	21.60'
L73	S66°05'26"W	35.00'
L74	S84°36'44"W	35.00'
L75	N38°25'01"W	41.96'
L76	N66°15'30"W	4.10'
L77	N64°11'20"W	5.17'
L78	N24°38'03"W	3.95'
L79	N04°45'50"W	5.42'
L80	N36°37'08"E	6.54'
L81	N22°23'16"E	5.52'
L82	N21°32'59"W	6.13'
L83	N35°22'36"W	7.61'
L84	N26°08'29"W	11.00'

LINE TABLE

LINE	BEARING	DISTANCE
L85	N00°30'10"W	9.19'
L86	N08°15'08"E	8.79'
L87	N35°32'59"W	101.25'
L88	N26°56'47"W	105.33'
L89	S28°01'59"W	45.54'
L90	N38°25'01"W	40.90'
L91	N66°15'30"W	3.64'
L92	N64°11'20"W	5.93'
L93	N24°38'03"W	5.03'
L94	N04°45'59"W	6.53'
L95	N36°37'08"E	7.05'
L96	N22°23'16"E	4.46'
L97	N21°32'59"W	5.05'
L98	N35°22'36"W	7.53'
L99	N26°00'29"W	11.69'
L100	N00°35'10"W	9.80'
L101	N08°15'08"E	8.24'
L102	N35°30'59"W	100.80'
L103	N26°56'47"W	105.24'

BLOCK G

LOT	SQUARE FOOTAGE	ACREAGE
1	5658	0.130
2	5029	0.115
3	5029	0.115
4	5029	0.115
5	5030	0.115
6	4913	0.113
7	3752	0.086
8	5466	0.126
9	11459	0.262
10	9864	0.226
11	12973	0.298
12	9788	0.225
13	7836	0.180
14	5219	0.120
15	5217	0.120
16	5205	0.120
17	5216	0.120
18	5213	0.120
19	7108	0.163
20	7071	0.162
21	5305	0.122
22	5190	0.119
23	5190	0.119
24	5193	0.119
25	5195	0.119
26	5194	0.119
27	5193	0.119
28	5192	0.119
29	6941	0.159
30	15604	0.358
31	9889	0.227
32	11905	0.273
33	16114	0.370
34	10600	0.243
35	6363	0.146
36	6277	0.144
37	5831	0.134
38	5647	0.130
39	5418	0.124
40	5241	0.120
41	5016	0.115
42	5276	0.121
43	6566	0.151
LANDSCAPE-44	2380	0.055

BLOCK H

LOT	SQUARE FOOTAGE	ACREAGE
1	8742	0.201
2	7430	0.171
3	7430	0.171
4	7430	0.171
5	7430	0.171
6	7430	0.171
7	7430	0.171
8	7571	0.174
9	7884	0.181
10	7897	0.181
11	7870	0.181
12	7838	0.180
13	7702	0.177
14	8685	0.199
15	9720	0.223
16	11403	0.262
17	11469	0.263

BLOCK N

LOT	SQUARE FOOTAGE	ACREAGE
1	6765	0.155
2	7653	0.176
3	8745	0.201
4	5649	0.130
5	4802	0.110
6	4800	0.110
7	4800	0.110
8	4800	0.110
9	4800	0.110
10	4800	0.110
11	6423	0.147
12	5849	0.134
13	5777	0.133
14	7066	0.162
15	6879	0.158
16	5834	0.134
17	7063	0.162
18	7259	0.166
PARK-19	131368	3.016

BLOCK J

LOT	SQUARE FOOTAGE	ACREAGE
1	7068	0.162
2	4832	0.111
3	4815	0.111
4	4822	0.111
5	4831	0.111
6	4816	0.111
7	6019	0.138
8	6014	0.138
9	6012	0.138
10	6002	0.138
11	5790	0.133
12	6150	0.141
13	6023	0.138
LANDSCAPE-14	7330	0.168

BLOCK I

LOT	SQUARE FOOTAGE	ACREAGE
1	7316	0.168
2	4999	0.115
3	5000	0.115
4	5000	0.115
5	5000	0.115
6	5000	0.115
7	5000	0.115
8	6250	0.143
9	6250	0.143
10	5000	0.115
11	5039	0.116
12	5405	0.124
13	6023	0.138
14	6240	0.143
15	6437	0.148
16	6779	0.156
17	14066	0.323
18	7712	0.177
19	6730	0.154
20	5294	0.121
21	4993	0.114
22	4992	0.114
23	6731	0.155
24	9415	0.216
25	6352	0.146
26	6229	0.143
27	6227	0.143
28	5986	0.138
29	6427	0.148
30	6250	0.143
31	6250	0.143
32	5000	0.115
33	5000	0.115
34	5000	0.115
35	5000	0.115
36	5001	0.115
37	9582	0.220

ROADWAY TABLE

STREET NAME	R.O.W. WIDTH	LINEAR FEET	ACRES
RUSSO DRIVE	50' R.O.W.	804'	0.984
COMANO DRIVE	60' R.O.W.	568'	0.899
BOTTICELLI DRIVE	50' R.O.W.	1,390'	1.502
SAN PIETRO DRIVE	50' R.O.W.	1,453'	1.711
TOTAL		4,115'	5.076

BASIS OF BEARINGS:
IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE [4203], NAD83 (2011), EPOCH 2010. ALL DISTANCES ARE GRID VALUES.
UNITS: U.S. SURVEY FEET.

BENCHMARKS:
BENCHMARK #10 – 1/2" IRON ROD WITH ALUMINUM CAP SET IN THE NORTHEAST RIGHT-OF-WAY OF BRADSHAW ROAD APPROXIMATELY 6,000 FEET NORTHEAST OF THE INTERSECTION WITH FM 1327.
NORTHING: 10,019,170.71
EASTING: 3,108,260.89
ELEVATION: 705.27'
BENCHMARK #11 – 1/2" IRON ROD WITH ALUMINUM CAP SET IN THE SOUTHEAST RIGHT-OF-WAY OF BRADSHAW ROAD APPROXIMATELY 3,600 FEET NORTHEAST OF THE INTERSECTION WITH FM 1327.
NORTHING: 10,017,209.45
EASTING: 3,104,358.44
ELEVATION: 724.63'

ELEVATION NOTE:
ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 USING GEOID 12B, OBSERVED USING THE LEICA SMARTNET NETWORK.

EDWARDS AQUIFER:
THIS PROJECT IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.

CRITICAL ENVIRONMENT FEATURES:
ALL ACTIVITIES WITHIN THE C.E.F. BUFFER MUST COMPLY WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE. THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE; CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.

SITE INFORMATION:
NUMBER OF RESIDENTIAL LOTS: 128
DRAINAGE EASEMENT LOTS: 0
PARK LOTS: 1
LIFT STATION LOTS: 0
LANDSCAPE LOTS: 2
TOTAL PHASE 3 LOTS: 131
STREET R.O.W.: 5.076 AC.
TOTAL AREA: 27.795 AC.

UTILITY PROVIDERS:
WATER: CITY OF AUSTIN
WASTEWATER: CITY OF AUSTIN

DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPLS Firm No.: 10105800
TBPE Firm No. F-3937

Case #: C8J-2020-0012.3A
Date: 07/28/2022
Scale: N/A
Drawn by: SWT
Reviewer: DF
Project: 1814-001
Sheet: 3 OF 4
Field Book: N/A
Party Chief: AM
Survey Date: 10/08/2017

2022[illegible]0240

WEST BELLA FORTUNA PHASE 3 (A SMALL LOT SUBDIVISION)

OWNER'S ACKNOWLEDGMENT:
STATE OF TEXAS |
COUNTY OF TRAVIS |

KNOW ALL MEN BY THESE PRESENTS:

THAT CLAYTON PROPERTIES GROUP, INC. A TENNESSEE CORPORATION DOING BUSINESS IN TEXAS AS BROWN HOMES, OWNER OF THAT CERTAIN 156.2 ACRES OF LAND OUT OF THE SANTIAGO DEL VALLE 10-LEAGUE GRANT, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, AS CONVEYED BY DEED AS RECORDED IN DOCUMENT NO. [illegible], OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 37.705 ACRES OF LAND PURSUANT TO TITLE 30 OF THE AUSTIN CITY CODE AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, AND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS:

WEST BELLA FORTUNA PHASE 3 (A SMALL LOT SUBDIVISION)

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREET AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 17th DAY OF August 2022.

CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION DOING BUSINESS IN TEXAS AS BROWN HOMES
BY: CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION DOING BUSINESS IN TEXAS AS BROWN HOMES, GENERAL PARTNER,

BY: ____________________
ADAM B. BOENIG, VICE PRESIDENT
8720 VAUGHT RANCH RD. STE. 200
AUSTIN, TX 78730

STATE OF TEXAS |
COUNTY OF TRAVIS |

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY REPUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED ADAM B. BOENIG, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 17th DAY OF August 2022

Matt Robert Wilkins
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
3-10-2025
MY COMMISSION EXPIRES ON

MATHEW ROBERT WILKINS
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 13298[illegible]

STATE OF TEXAS |
COUNTY OF TRAVIS |

I, REBECCA GUERRERO, INTERIM CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND IT'S CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 8th DAY OF September, 2022 AT 3:41 O'CLOCK P.M., DULY RECORDED ON THE 8th DAY OF September 2022 AT 3:41 O'CLOCK P.M. IN DOCUMENT NO. 202200240, OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, OF THE COUNTY CLERK, THIS 8th DAY OF September 2022 A.D.

REBECCA GUERRERO
INTERIM COUNTY CLERK TRAVIS COUNTY, TEXAS
BY: ____________________
DEPUTY
D. ANDERSON

STATE OF TEXAS |
COUNTY OF TRAVIS |

I, REBECCA GUERRERO, INTERIM CLERK OF THE COUNTY COURT, TEXAS, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 26th DAY OF April 2022, A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 29th DAY OF August 2022 A.D.

REBECCA GUERRERO
INTERIM COUNTY CLERK TRAVIS COUNTY, TEXAS
BY: ____________________
DEPUTY

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

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

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

AUSTIN ENERGY STANDARD NOTES:

1. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-8, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
2. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE AUSTIN ENERGY WITH AN EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-8 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
3. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
4. THE OWNER OF THE PROPERTY IS RESPONSIBLE FOR MAINTAINING CLEARANCES REQUIRED BY THE NATIONAL ELECTRIC SAFETY CODE, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS, CITY OF AUSTIN RULES AND REGULATIONS AND TEXAS STATE LAWS PERTAINING TO CLEARANCES WHEN WORKING IN CLOSE PROXIMITY TO OVERHEAD POWER LINES AND EQUIPMENT. AUSTIN ENERGY WILL NOT RENDER ELECTRIC SERVICE UNLESS REQUIRED CLEARANCES ARE MAINTAINED. ALL COSTS INCURRED BECAUSE OF FAILURE TO COMPLY WITH THE REQUIRED CLEARANCES WILL BE CHARGED TO THE OWNER.
5. OWNER MAY NOT PLACE, ERECT, CONSTRUCT OR MAINTAIN THE FOLLOWING WITHIN ELECTRIC TRANSMISSION EASEMENT: ANY PERMANENT STRUCTURES, INCLUDING, BUT NOT LIMITED TO HABITABLE STRUCTURES SUCH AS HOMES, MOBILE HOMES, GARAGES, OR OFFICES, ANY STRUCTURE OF ANY KIND IN SUCH PROXIMITY TO THE ELECTRIC TRANSMISSION OR DISTRIBUTION LINES, POLES, STRUCTURES, TOWERS, OR APPURTENANT FACILITIES AS WOULD CONSTITUTE A VIOLATION OF THE NATIONAL ELECTRIC SAFETY CODE IN EFFECT AT THE TIME THE STRUCTURE IS ERECTED, NOR ANY STRUCTURES, INCLUDING BUT NOT LIMITED TO, FENCES, STORAGE SHEDS, DRAINAGE, FILTRATION, ONSITE SEPTIC FIELDS OR DETENTION PONDS WHICH WOULD IMPAIR AUSTIN ENERGY'S ACCESS TO THE TRANSMISSION EASEMENTS OR ITS LINES, POLES, STRUCTURES, TOWERS OR APPURTENANT FACILITIES IN THE EASEMENTS.
6. THE OWNER/DEVELOPER OF THIS PROPERTY SHALL PROVIDE AUSTIN ENERGY WITH 24 HOUR ACCESS ACROSS THE PROPERTY TO THE EASEMENT, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF ELECTRIC FACILITIES IF THE SUBDIVISION IMPEDES FULL ACCESS TO OUR EASEMENT, AN SEPARATE ACCESS EASEMENT MAY BE REQUIRED, IF THE PROPOSED SUBDIVISION IMPEDES FULL ACCESS TO OUR FACILITIES.
7. ANYTHING INSTALLED IN THE EASEMENT NOW (PAVEMENT, BRIDGES, SUBSURFACE INFRASTRUCTURE, WALLS, ETC.) MUST BE DESIGNED TO SUPPORT A 48,000 LB TANDEM AXLE (3 FOOT SPACING). AUSTIN ENERGY WILL NOT BE RESPONSIBLE FOR DAMAGE DONE TO FACILITIES PLACED IN THE EASEMENT OR TO FACILITIES PLACED OUTSIDE THE EASEMENT (SUCH AS WALLS) THAT ARE DAMAGED A RESULT OF AE EQUIPMENT TRAVERSING THE EASEMENT TO ENSURE SAFETY AND ACCESS BY AUSTIN ENERGY AND THEIR CONTRACTORS.

ENGINEER'S CERTIFICATION:
STATE OF TEXAS |
COUNTY OF TRAVIS |

I, SUMITA KADARIYA, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CODE OF 2002, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. NO PORTION OF THE TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAPS (FIRM) #48453C0[illegible], TRAVIS COUNTY, TEXAS DATED JANUARY 22, 2020 AND #48453C0[illegible], TRAVIS COUNTY, TEXAS DATED JANUARY 22, 2020. A PORTION OF THIS PROPERTY IS WITHIN THE CITY OF AUSTIN FULLY DEVELOPED 100-YEAR FLOODPLAIN AND IS CONTAINED IN A DRAINAGE EASEMENT.

____________________ 08/15/2022
SUMITA KADARIYA, P.E. DATE
P.E. NUMBER 120590
DOUCET & ASSOCIATES, INC.
7401 B HIGHWAY 71 WEST
SUITE 160
AUSTIN, TX 78735
512.583.2600

STATE OF TEXAS
SUMITA KADARIYA
120590
LICENSED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:
STATE OF TEXAS |
COUNTY OF TRAVIS |

I, J. DILLON FUGATE, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE TITLE 30 OF THE AUSTIN CODE OF 2002, AS AMENDED, AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

____________________ 07/28/2022
J. DILLON FUGATE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6360
DOUCET & ASSOCIATES
DFUGATE@DOUCETENGINEERS.COM

STATE OF TEXAS
REGISTERED
DILLON FUGATE
6360
PROFESSIONAL
LAND SURVEYOR

LAND USE COMMISSION:
ACCEPTED AND AUTHORIZED FOR RECORD BY THE LAND USE COMMISSION OF THE CITY OF AUSTIN, TEXAS, ON THE 26 DAY OF April 2022 A.D.

____________________ ____________________
CHAIRPERSON SECRETARY
TODD SHAW

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, DEVELOPMENT SERVICES DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, TEXAS, THIS THE 26 DAY OF April 2022 A.D.

____________________ for
DENISE LUCAS, DIRECTOR, DEVELOPMENT SERVICES DEPARTMENT

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE 2-MILE EXTRATERRITORIAL JURISDICTION OF THE CITY OF AUSTIN ON THIS THE 26 DAY OF April 2022 A.D.

GENERAL NOTES:

1. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF AUSTIN. EACH LOT WITHIN THIS SUBDIVISION SHALL HAVE SEPARATE SEWER TAPS, SEPARATE WATER METERS, AND THEIR RESPECTIVE WATER AND SEWER SERVICE LINES SHALL BE POSITIONED OR LOCATED IN A MANNER THAT WILL NOT CROSS LOT LINES.
2. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN AND TRAVIS COUNTY FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS. DETENTION AND WATER QUALITY WILL BE PROVIDED BY ON-SITE WATER QUALITY AND DETENTION POND.
3. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS. PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED [illegible], THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THIS SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE THE SEPARATE INSTRUMENT RECORDED IN DOCUMENT #[illegible] IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
4. ALL RESIDENTIAL LOTS IN WEST BELLA FORTUNA PHASE 3 SHALL BE SUBJECT TO THE HOMEOWNERS ASSOCIATION DOCUMENTS AS RECORDED IN DOCUMENT NO. [illegible] IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
5. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNER'S EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
6. ALL STREETS, DRAINAGE, SIDEWALKS, WATER AND WASTEWATER LINES ARE TO BE CONSTRUCTED AND INSTALLED TO THE CITY OF AUSTIN STANDARDS.
7. 4' PUBLIC SIDEWALKS BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS: RUSSO DR., COMANO DR., BOTTICELLI DR., SAN PIETRO DR., AND AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. (TITLE 30, 30-3-191)
8. TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.
9. ALL BUILDING FOUNDATIONS ON SLOPES OF FIFTEEN (15) PERCENT AND OVER AND ON FILL PLACED UPON SLOPES FIFTEEN (15) PERCENT AND OVER MUST UTILIZE DESIGN AND CONSTRUCTION PRACTICES CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER QUALIFIED TO PRACTICE IN THIS FIELD.
10. NO LOT SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER UTILITY SYSTEM.
11. THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. THE WATER AND WASTEWATER UTILITY CONSTRUCTION MUST BE INSPECTED BY THE CITY. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.
12. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
13. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTION) FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
14. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTION).
15. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO THE LAND DEVELOPMENT CODE AND THE ENVIRONMENTAL CRITERIA MANUAL.
16. BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR OWNERS OF THE LOTS BEING OCCUPIED. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.
17. THE WATER AND/OR WASTEWATER EASEMENTS INDICATED ON THIS PLAT ARE FOR THE PURPOSE OF CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, UPGRADE, DECOMMISSIONING AND REMOVAL OF WATER AND/OR WASTEWATER FACILITIES AND APPURTENANCES. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, RETAINING WALLS, TREES OR OTHER STRUCTURES ARE PERMITTED IN WATER AND/OR WASTEWATER EASEMENTS EXCEPT AS APPROVED BY AUSTIN WATER UTILITY.
18. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT PURSUANT TO THE LAND DEVELOPMENT CODE.
19. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
20. WITHIN A SIGHT LINE EASEMENT ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AT THE OWNER'S EXPENSE. THE PROPERTY OWNER OR H.O.A. IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.
21. PARKLAND DEDICATION FOR 128 RESIDENTIAL UNITS HAS BEEN PROVIDED BY THE DESIGNATION OF PARK LOTS IN THE PREVIOUS DEVELOPMENT (WEST BELLA FORTUNA PHASE 1; LOTS 53 & 90) AND PARK LOT 10 IN CURRENT DEVELOPMENT. THE LOTS WILL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION/PROPERTY OWNER'S ASSOCIATION. UPON ANNEXATION FOR ALL PURPOSES, THESE LOTS SHALL BE DEDICATED TO THE CITY OF AUSTIN AND THEREAFTER MAINTAINED BY THE CITY.
22. ALL ACTIVITIES WITHIN THE CRITICAL ENVIRONMENT FEATURES (C.E.F.) BUFFER MUST COMPLY WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE. THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE; CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.
23. ALL SMALL LOTS ARE REQUIRED TO HAVE TWO OFF STREET PARKING PLACES AND COMPLY WITH CITY OF AUSTIN TITLE 30-2-232.
24. LOTS 1 AND 17, BLOCK H, LOTS 1, 18, 20 AND 43, BLOCK G, LOTS 1, 18, 23 AND 37, BLOCK L AND LOT 1, BLOCK J ARE ALLOWED ONE DRIVEWAY DUE TO FRONTING TWO STREETS.
25. WATERWAY SETBACKS AS DEFINED BY THE LAND DEVELOPMENT CODE MAY BE LOCATED ON THIS PROPERTY. DEVELOPMENT IS LIMITED WITHIN WATERWAY SETBACKS.

DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
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Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPLS Firm No.: 10105800
TBPE Firm No.: F-3937

Case #: C8J-2020-0013.3A
Date: 07/28/2022
Scale: N/A
Drawn by: SWP
Reviewer: DF
Project: 1814-001
Sheet: 4 OF 4
Field Book: N/A
Party Chief: AM
Survey Date: 10/08/2017

[illegible] - PLAT WEST PHASE 3.dwg

5 pgs 202300027

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: West Bella Fortuna Phase 1 (A Small Lot Subdivision)

OWNERS NAME: Clayton Properties Group, Inc. Brohn Homes

ADDITIONAL RESTRICTIONS / COMMENTS:

Tax Certificate- 2023009869

RETURN:

Stays In File

$ 156.00 1-30-23 202300027

WEST BELLA FORTUNA PHASE 1 (A SMALL LOT SUBDIVISION)

VICINITY MAP

NOT TO SCALE

CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

IF YOU ARE BUYING A LOT IN THIS SUBDIVISION, YOU SHOULD DETERMINE WHETHER THE SUBDIVISION AND THE LAND AROUND IT ARE INSIDE OR OUTSIDE THE CITY LIMITS.

THIS CAN AFFECT THE ENJOYMENT AND VALUE OF YOUR HOME. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS.

THE SUBDVISION'S RESTRICTIVE COVENANTS MAY CREATE PRIVATELY ENFORCEABLE RESTRICTIONS AGAINST INCOMPATIBLE LAND USES WITHIN THE SUBDIVISION, WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, HOWEVER, OUTSIDE THE CITY LIMITS NEITHER PRIVATE NOR GOVERNMENTAL RESTRICTIONS MAY BE AVAILABLE TO (1) RESTRICT EITHER THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE SUBDIVISION, OR (2) PROHIBIT LAND USES NEAR THE SUBDIVISION THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

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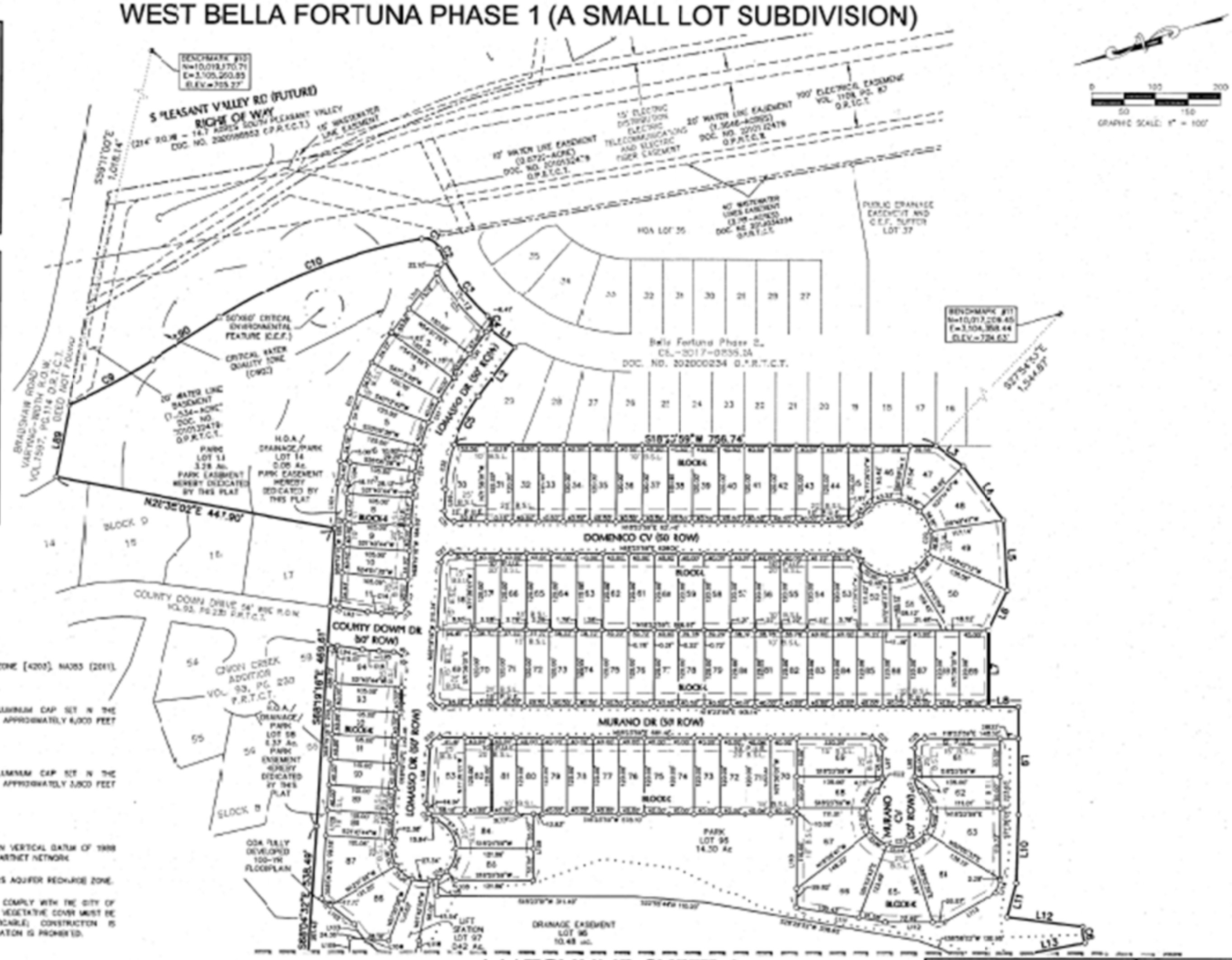
202300027

WEST BELLA FORTUNA PHASE 1 (A SMALL LOT SUBDIVISION)



BASIS OF BEARINGS:
IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE [4203], NAD83 (2011), EPOCH 2010. ALL DISTANCES ARE GRID VALUES.
UNITS: U.S. SURVEY FEET.

BENCHMARKS:
BENCHMARK #10 – 1/2" IRON ROD WITH ALUMINUM CAP SET IN THE NORTHEAST RIGHT-OF-WAY OF BRADSHAW ROAD APPROXIMATELY 6,000 FEET NORTHEAST OF THE INTERSECTION WITH FM 1327.
NORTHING: 10,019,170.71
EASTING: 3,105,280.85
ELEVATION: 705.27'
BENCHMARK #11 – 1/2" IRON ROD WITH ALUMINUM CAP SET IN THE SOUTHEAST RIGHT-OF-WAY OF BRADSHAW ROAD APPROXIMATELY 3,800 FEET NORTHEAST OF THE INTERSECTION WITH FM 1327.
NORTHING: 10,017,209.45
EASTING: 3,104,358.44
ELEVATION: 724.67'

ELEVATION NOTE:
ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 USING GEOID 12B, OBSERVED USING THE LEICA SMARTNET NETWORK.

EDWARDS AQUIFER:
THIS PROJECT IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.

CRITICAL ENVIRONMENT FEATURES:
ALL ACTIVITIES WITHIN THE C.E.F. BUFFER MUST COMPLY WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE. THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE; CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.

SITE INFORMATION:
NUMBER OF RESIDENTIAL LOTS: 105
DRAINAGE EASEMENT LOTS: 3
PARK LOTS: 4
LANDSCAPE LOTS: 1
LIFT STATION LOTS: 1
TOTAL PHASE 1 LOTS: 112
STREET R.O.W. = 3.508 AC.
TOTAL AREA: 45.853 AC.

UTILITY PROVIDERS:
WATER: CITY OF AUSTIN
WASTEWATER: CITY OF AUSTIN

BUILDING SETBACKS: UNDER 5,750 SQ. FT	BUILDING SETBACKS: OVER 5,750 SQ. FT.
FRONT =20'	FRONT =25'
REAR=10'	REAR=10'
SIDE YARD=5'	SIDE YARD=5'
STREET SIDE YARD=15'	STREET SIDE YARD=15'

MATCHLINE SHEET 3

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TBPLS Firm No.: 10105800
TBPE Firm No. F-3937

Date: 10/25/2022	
Scale: 1" = 100'	
Drawn by: JAF/JRT	
Reviewed: DF	
Project: 1814-001	
Sheet: 2 OF 5	
Field Book: N/A	
Party Chief: AA	
Survey Date: 10/09/2017	

2023 00027

WEST BELLA FORTUNA PHASE 1 (A SMALL LOT SUBDIVISION)

VICINITY MAP

GRAPHIC SCALE: 1" = 100'

LEGEND

	SUBJECT PROPERTY LINE
	LOT LINE
	EXISTING PROPERTY LINE
	RIGHT-OF-WAY (R.O.W.) LINE
	4' SIDEWALK
	10' PATHS/TRAILS
(S.L.E)	SIGHT LINE EASEMENT
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD WITH "DOUCET" CAP SET
R.O.W.	RIGHT-OF-WAY
H.O.A.	HOME OWNERS ASSOCIATION LOT
L.S.	LANDSCAPE LOT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.S.L.	BUILDING SETBACK LINE
P.O.B.	POINT OF BEGINNING
VOL.	VOLUME
PG.	PAGE
DOC.	DOCUMENT
NO.	NUMBER
P.R.T.C.T.	PLAT RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS

BASIS OF BEARINGS:
IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83 (2011), EPOCH 2010. ALL DISTANCES ARE GRID VALUES.
UNITS: U.S. SURVEY FEET.

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BENCHMARK #10 – 1/2" IRON ROD WITH ALUMINUM CAP SET IN THE NORTHEAST RIGHT-OF-WAY OF BRADSHAW ROAD APPROXIMATELY 5,000 FEET NORTHEAST OF THE INTERSECTION WITH FM 1327.
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EDWARDS AQUIFER:
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CRITICAL ENVIRONMENT FEATURES:
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TOTAL AREA: 45.833 AC.

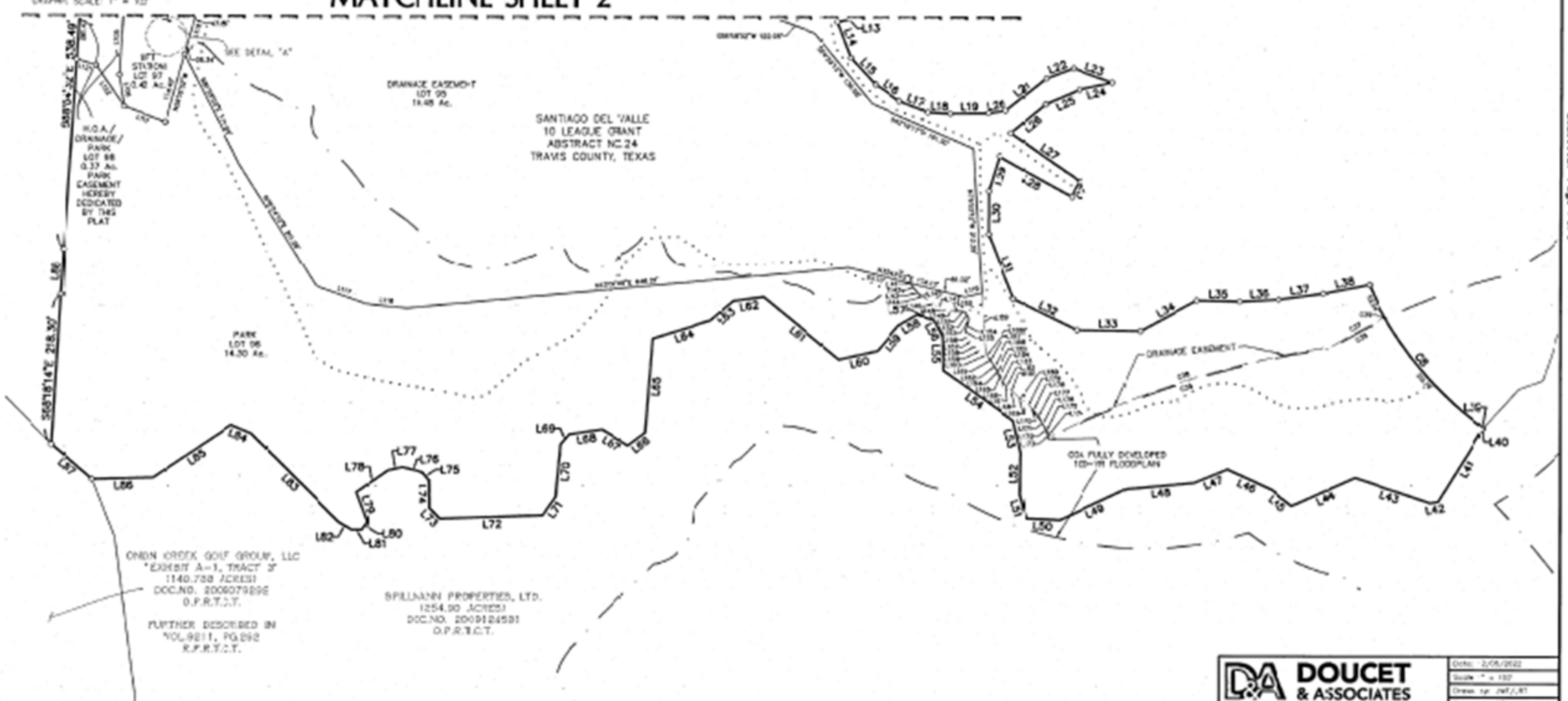
UTILITY PROVIDERS:
WATER: CITY OF AUSTIN
WASTEWATER: CITY OF AUSTIN

BUILDING SETBACKS:
UNDER 5,750 SQ. FT.
FRONT =20'
REAR=10'
SIDE YARD=5'
STREET SIDE YARD=15'

BUILDING SETBACKS:
OVER 5,750 SQ. FT.
FRONT =20'
REAR=10'
SIDE YARD=5'
STREET SIDE YARD=15'

DETAIL "A"
NOT TO SCALE

MATCHLINE SHEET 2



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Date: 2/08/2022	
Scale: 1" = 100'	
Drawn by: JMF/LRT	
Reviewer: OF	
Project: 1814-005	
Sheet: 3 OF 5	
Field Book: N/A	
Party Chief: JW	
Survey Date: 10/06/2017	

2023 00027

WEST BELLA FORTUNA PHASE 1 (A SMALL LOT SUBDIVISION)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S84°23'58"W	50.00'
L2	N35°28'31"W	95.41'
L3	S82°47'59"W	55.1'
L4	S78°43'39"W	105.62'
L5	N74°45'59"W	110.26'
L6	N46°22'21"W	69.91'
L7	N78°36'01"W	120.00'
L8	S11°23'59"W	47.1'
L9	N78°36'01"W	170.00'
L10	N69°57'22"W	107.59'
L11	N55°43'11"W	55.4'
L12	S25°27'14"W	120.00'
L13	N07°13'09"E	118.54'
L14	S87°45'30"W	55.61'
L15	S64°01'07"W	52.31'
L16	S51°30'56"W	42.91'
L17	S39°41'15"W	44.57'
L18	S21°59'31"W	32.42'
L19	S17°33'42"W	54.27'
L20	S18°04'20"W	26.83'
L21	S20°15'16"E	74.83'
L22	S61°32'24"E	41.83'
L23	S31°13'35"W	61.25'
L24	N04°19'53"E	50.42'
L25	N05°07'46"W	52.38'
L26	N21°44'36"W	65.28'
L27	S57°41'17"W	122.76'
L28	N47°35'48"E	120.8'
L29	N54°47'29"W	53.17
L30	N78°30'59"W	82.74
L31	S86°07'32"W	183.37'
L32	S44°52'37"W	101.61'
L33	S18°02'57"W	93.71
L34	S10°03'59"E	93.65
L35	S18°33'52"W	61.60
L36	S15°25'20"W	97.93
L37	S18°38'06"W	63.75
L38	S07°14'52"W	67.53
L39	S54°40'15"W	1.63'
L40	N09°52'54"W	2.44'
L41	N40°01'54"W	122.77
L42	N09°12'06"E	11.46'
L43	N30°07'55"E	114.66'
L44	N08°06'54"W	99.38
L45	N50°25'06"E	38.00
L46	N42°20'07"E	70.29
L47	N04°06'54"W	51.59'

LINE TABLE		
LINE	BEARING	DISTANCE
L48	N13°00'07"E	101.02'
L49	N06°38'54"W	106.12'
L50	N21°17'09"E	47.92'
L51	S66°50'54"E	35.80'
L52	S70°20'54"E	50.23'
L53	S64°51'54"E	48.63'
L54	N04°01'00"E	125.15'
L55	S72°21'54"E	48.10'
L56	N81°19'06"E	27.37'
L57	N38°41'05"E	26.28'
L58	N11°49'54"W	31.93'
L59	N31°34'32"W	48.46'
L60	N05°56'49"E	56.71'
L61	N58°06'49"E	142.33'
L62	N10°37'07"E	43.88'
L63	N22°12'54"W	43.38'
L64	N00°49'17"E	88.63'
L65	S56°56'44"W	136.88'
L66	N18°35'44"W	30.93'
L67	N49°20'16"E	44.81'
L68	N05°47'17"E	47.82'
L69	N31°15'44"W	18.82'
L70	S50°10'44"W	78.55'
L71	S36°50'00"W	31.90'
L72	N16°58'11"E	149.80'
L73	N53°55'55"E	21.33'
L74	S72°23'51"E	43.28'
L75	N58°36'17"E	15.32'
L76	N31°55'13"E	31.76'
L77	N05°19'17"E	20.92'
L78	S17°04'19"W	84.94'
L79	S88°08'40"W	45.46'
L80	S37°10'40"W	14.17'
L81	S18°37'31"E	14.40'
L82	N49°35'31"E	22.85'
L83	N53°19'31"E	178.91'
L84	S41°34'19"E	32.32'
L85	S15°20'47"W	136.08'
L86	S18°28'14"E	90.12'
L87	S50°15'14"E	77.12'
L88	S88°06'38"E	67.39'
L89	S61°04'16"E	113.76'
L90	S14°28'08"E	124.79'
L91	S35°28'31"W	65.35'
L92	S31°40'44"E	22.52'
L93	S26°10'57"E	61.47'
L94	S26°10'57"E	56.75'

LINE TABLE		
LINE	BEARING	DISTANCE
L95	N21°42'44"E	22.52'
L96	N88°19'16"W	11.72'
L97	S71°10'01"E	49.10'
L98	N71°16'01"W	49.10'
L99	N58°19'16"W	23.94'
L100	N35°38'31"W	141.41'
L101	S88°19'13"E	71.24'
L102	S56°56'01"W	64.56'
L103	S71°30'23"W	28.30'
L104	N21°16'28"E	62.52'
L105	N59°1'21"W	147.60'
L106	N82°13'52"W	45.90'
L107	S35°59'02"W	65.69'
L108	S62°29'02"W	18.78'
L109	N71°36'01"W	165.00'
L110	N71°36'01"W	146.49'
L111	S27°30'30"W	142.01'
L112	S18°23'59"W	63.06'
L113	N11°28'35"W	91.98'
L114	N82°11'21"W	21.29'
L115	N66°42'10"W	28.89'
L116	N24°14'50"E	55.65'
L117	N38°43'43"E	80.05'
L118	S86°16'02"E	76.32'
L119	N34°44'27"E	28.25'
L120	S88°14'12"E	40.00'
L121	S34°31'10"W	28.88'
L122	S74°07'53"W	76.18'
L123	S43°42'51"W	18.60'
L124	S41°1'54"W	12.17'
L125	S53°59'05"W	13.57'
L126	S58°11'34"W	11.42'
L127	S53°03'32"W	4.34'
L128	S56°10'32"E	2.12'
L129	N53°29'32"E	2.53'
L130	N58°19'34"E	11.41'
L131	N53°59'05"E	11.88'
L132	N41°16'54"E	11.36'
L133	N43°46'51"E	11.27'
L134	N60°15'59"E	14.38'
L135	N43°37'52"E	14.60'
L136	N71°56'25"E	0.72'
L137	N21°55'28"E	2.61'
L138	S71°56'25"W	2.93'
L139	S43°37'52"W	14.81'
L140	S60°15'59"W	14.38'
L141	S83°17'35"W	8.75'

LINE TABLE		
LINE	BEARING	DISTANCE
L142	N69°32'46"E	12.31'
L143	N68°38'18"E	8.50'
L144	N53°45'29"E	6.40'
L145	N49°14'16"E	11.59'
L146	N50°12'24"E	10.08'
L147	N45°48'31"E	10.96'
L148	N30°14'35"E	7.06'
L149	N28°13'44"E	7.97'
L150	N18°43'59"E	10.67'
L151	N27°34'50"E	6.20'
L152	N78°31'57"E	18.45'
L153	S65°26'31"E	6.56'
L154	S53°32'34"E	9.79'
L155	S73°18'29"E	6.93'
L156	N83°36'47"E	6.18'
L157	N60°29'57"E	10.38'
L158	N75°58'06"E	8.44'
L159	N56°34'20"E	10.83'
L160	N56°20'10"E	9.41'
L161	N67°02'44"E	10.92'
L162	N79°36'55"E	10.40'
L163	N86°11'18"E	7.69'
L164	N71°13'46"E	9.00'
L165	N64°22'06"E	8.46'
L166	N85°06'49"E	7.70'
L167	N59°49'20"E	12.35'
L168	N59°34'50"E	21.76'
L169	N55°22'49"E	11.15'
L170	[illegible]	[illegible]
L171	N79°30'00"E	12.27'
L172	N84°21'15"E	9.73'
L173	S79°47'02"E	8.35'
L174	S79°47'02"E	5.83'
L175	N84°21'15"E	10.11'
L176	N79°30'00"E	12.58'
L177	N66°24'49"E	11.20'
L178	N56°22'49"E	11.35'
L179	N57°06'23"E	8.74'
L180	N59°34'50"E	21.53'
L181	N59°49'20"E	12.35'
L182	N85°06'49"E	7.60'
L183	N64°22'06"E	9.35'
L184	N71°13'46"E	8.62'
L185	N86°11'18"E	7.54'
L186	N79°36'55"E	10.74'
L187	S67°02'44"E	11.30'
L188	N56°20'10"E	5.26'
L189	S75°03'12"E	88.12'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	33.59'	25.00'	76°58'33"	S46°09'41"W	31.12'
C2	23.90'	336.00'	4°05'59"	S80°34'39"W	13.90'
C3	111.71'	336.00'	19°23'42"	S70°44'07"W	81.18'
C4	21.84'	15.00'	83°25'13"	N77°11'08"W	19.96'
C5	85.03'	271.00'	17°54'13"	N44°21'38"W	85.58'
C6	26.07'	60.00'	24°53'44"	N80°04'29"W	25.87'
C7	25.31'	60.00'	24°10'24"	N42°04'33"W	25.13'
C8	267.33'	502.00'	30°30'42"	S70°01'36"W	264.18'
C9	149.81'	1,057.00'	8°07'14"	S10°29'31"E	149.68'
C10	345.11'	881.11'	22°08'23"	S03°25'52"E	342.96'
C11	131.99'	325.00'	23°16'06"	N47°04'34"W	131.08'
C12	54.33'	325.00'	9°34'39"	N63°31'57"W	54.26'
C13	23.56'	15.00'	90°00'00"	N23°14'16"W	21.21'
C14	21.22'	270.00'	4°30'13"	N23°56'50"E	21.22'
C15	255.10'	441.00'	32°50'45"	N81°53'55"W	251.62'
C16	25.94'	330.00'	4°30'13"	N23°56'50"E	25.93'
C17	23.56'	15.00'	90°00'00"	N68°43'44"E	21.21'
C18	218.63'	50.00'	250°31'44"	N13°35'08"W	81.65'
C19	30.77'	25.00'	70°31'44"	S76°24'52"W	28.87'
C20	22.70'	15.00'	86°43'15"	N24°51'39"W	20.60'
C21	23.56'	15.00'	90°00'00"	N63°21'58"E	21.21'
C22	21.03'	25.00'	48°11'23"	S47°34'20"E	20.41'
C23	241.19'	50.00'	276°22'46"	N18°21'59"E	66.67'
C24	21.03'	25.00'	48°11'23"	S84°18'18"W	20.41'
C25	23.56'	15.00'	90°00'00"	N28°34'01"W	21.21'
C26	24.42'	15.00'	93°16'45"	N65°06'21"E	21.81'
C27	22.70'	15.00'	86°43'15"	S24°51'39"E	20.60'
C28	23.56'	25.00'	53°58'05"	S45°22'02"W	22.69'
C29	301.46'	60.00'	287°52'29"	S71°34'10"E	70.64'
C30	23.61'	25.00'	54°06'57"	N08°39'30"W	22.74'
C31	24.42'	15.00'	93°16'45"	S65°02'21"W	21.81'
C32	71.72'	271.00'	14°56'32"	N60°51'00"W	71.51'
C33	124.44'	350.00'	20°22'15"	N88°41'48"E	123.78'
C35	434.77'	1,355.54'	18°24'15"	N00°34'06"E	412.91'
C36	83.34'	871.16'	5°52'08"	N10°44'44"W	89.30'
C37	89.02'	874.16'	5°50'05"	N10°44'08"W	88.98'
C38	432.20'	1,355.54'	18°16'00"	N00°37'07"E	430.38'
C39	2.00'	502.00'	0°13'43"	S79°19'16"W	1.00'

LOT TABLE, BLOCK L		
LOT	SQUARE FOOTAGE	ACREAGE
30	7565	0.174
31	4822	0.111
32	4880	0.112
33	4880	0.112
34	4880	0.112
35	4880	0.112
36	4880	0.112
37	4880	0.112
38	4880	0.112
39	4880	0.112
40	4880	0.112
41	4880	0.112
42	4880	0.112
43	4880	0.112
44	4880	0.112
45	4388	0.101
46	4332	0.099
47	6151	0.141
48	7075	0.162
49	8721	0.200
50	10454	0.240
51	5610	0.129
52	4420	0.101
53	5205	0.119
54	4946	0.114
55	4800	0.110
56	4800	0.110
57	4800	0.110
58	4801	0.110
59	4800	0.110
60	4800	0.110
61	4800	0.110
62	4800	0.110
63	4800	0.110
64	4801	0.110
65	4800	0.110
66	4800	0.110
67	4800	0.110
68	6835	0.157
69	6892	0.158
70	5163	0.119
71	4880	0.112
72	4880	0.112
73	4880	0.112
74	4880	0.112
75	4880	0.112
76	4880	0.112
77	4880	0.112
78	4880	0.112
79	4880	0.112
80	4882	0.112
81	4799	0.110
82	4800	0.110
83	4800	0.110
84	4799	0.110
85	4800	0.110
86	4800	0.110
87	4800	0.110
88	4800	0.110
89	5400	0.124

LOT TABLE, BLOCK K		
LOT	SQUARE FOOTAGE	ACREAGE
61	8052	0.185
62	6208	0.143
63	8558	0.196
64	11325	0.260
65	8832	0.203
66	10469	0.240
67	9372	0.215
68	6208	0.143
69	8052	0.185
70	4800	0.110
71	4800	0.110
72	4800	0.110
73	4800	0.110
74	4800	0.110
75	4800	0.110
76	4800	0.110
77	4800	0.110
78	4800	0.110
79	4800	0.110
80	4800	0.110
81	4800	0.110
82	4800	0.110
83	7018	0.161
84	7480	0.172
85	6344	0.146
86	8058	0.185
87	8707	0.200
88	4201	0.096
89	4200	0.096
90	4200	0.096
91	4200	0.096
92	4200	0.096
93	4200	0.096
94	5846	0.134
PARK 96	622212	14.30
DRAINAGE EASEMENT 95	451229	10.48
H.O.A./DRAINAGE /PARK 98	16060	0.37
LIFT STATION 97	18140	0.42

SITE INFORMATION:
NUMBER OF RESIDENTIAL LOTS: 105
DRAINAGE EASEMENT LOTS: 3
PARK LOTS: 4
LANDSCAPE LOTS: 1
LIFT STATION LOTS: 1
TOTAL PHASE 3 LOTS: 112
STREET R.O.W. = 3.598 AC.
TOTAL AREA: 41.633 AC.

UTILITY PROVIDERS:
WATER: CITY OF AUSTIN
WASTEWATER: CITY OF AUSTIN

LOT TABLE, BLOCK E		
LOT	SQUARE FOOTAGE	ACREAGE
1	6533	0.150
2	5674	0.130
3	5687	0.131
4	5686	0.131
5	5686	0.131
6	5687	0.131
7	4755	0.109
8	4575	0.105
9	4200	0.096
10	4491	0.103
11	5824	0.134
LANDSCAPE 12	2456	0.056
PARK 13	142752	3.277
H.O.A./DRAINAGE /PARK 14	3425	0.08

ROADWAY TABLE			
STREET NAME	R.O.W. WIDTH	LINEAR FEET	ACRES
AURANO DRIVE	50' R.O.W.	947'	1.061
AURANO COVE	50' R.O.W.	145'	0.247
LONKSGO DRIVE	50' R.O.W.	859'	1.156
LONKSGO COVE	50' R.O.W.	768'	0.989
COUNTY DOWN DRIVE	60' R.O.W.	145'	0.145
TOTAL		2,864'	3.598

ELEVATION NOTE:
ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 USING GEOID 12B, OBSERVED USING THE LEICA SMARTNET NETWORK.

EDWARDS AQUIFER:
THIS PROJECT IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.

CRITICAL ENVIRONMENT FEATURES:
ALL ACTIVITIES WITHIN THE C.E.F. BUFFER MUST COMPLY WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE. THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE; CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.

BASIS OF BEARINGS:
IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE [4203], NAD83 (2011), EPOCH 2010. ALL DISTANCES ARE GRID VALUES.
UNITS: U.S. SURVEY FEET.

BENCHMARKS:
BENCHMARK #10 – 1/2" IRON ROD WITH ALUMINUM CAP SET IN THE NORTHEAST RIGHT-OF-WAY OF BRADSHAW ROAD APPROXIMATELY 6,000 FEET NORTHEAST OF THE INTERSECTION WITH FM 1327.
NORTHING: 10,019,170.71
EASTING: 3,105,260.85
ELEVATION: 705.27'
BENCHMARK #11 – 1/2" IRON ROD WITH ALUMINUM CAP SET IN THE SOUTHEAST RIGHT-OF-WAY OF BRADSHAW ROAD APPROXIMATELY 3,800 FEET NORTHEAST OF THE INTERSECTION WITH FM 1327.
NORTHING: 10,017,209.48
EASTING: 3,104,358.44
ELEVATION: 724.53'

0 50 100 150 200
GRAPHIC SCALE: 1" = 100'

DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPLS Firm No.: 10105800
TBPE Firm No. F-3937

Date: 12/05/2022	
Scale: N/A	
Drawn by: JMP/JRT	
Reviewer: CF	
Project: 1814-001	
Sheet: 4 OF 5	
Field Book: N/A	
Party Chief: AM	
Survey Date: 10/09/2017	

202300027

WEST BELLA FORTUNA PHASE 1 (A SMALL LOT SUBDIVISION)

OWNER'S ACKNOWLEDGMENT:

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT CLAYTON PROPERTIES GROUP, INC. A TENNESSEE CORPORATION DOING BUSINESS IN TEXAS AS BROHN HOMES, OWNER OF THAT CERTAIN 158.2 ACRES OF LAND OUT OF THE SANTIAGO DEL VALLE, 11-LEAGUE GRANT, ABSTRACT NUMBER 24, SITUATED IN TRAVIS COUNTY, TEXAS, AS CONVEYED BY DEED AS RECORDED IN DOCUMENT NO. 2019085645, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 45.833 ACRES OF LAND PURSUANT TO TITLE 30 OF THE AUSTIN CITY CODE AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, AND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS

WEST BELLA FORTUNA PHASE 1 (A SMALL LOT SUBDIVISION)

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREET AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 21st DAY OF December 2022.

CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION DOING BUSINESS IN TEXAS AS BROHN HOMES BY: CLAYTON PROPERTIES GROUP, INC. A TENNESSEE CORPORATION DOING BUSINESS IN TEXAS AS BROHN HOMES, GENERAL PARTNER,

BY: ______________________
ADAM B. BOENIG, VICE PRESIDENT
6710 VAUGHT RANCH RD. STE. 200
AUSTIN, TX 78730

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY REPUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED ADAM B. BOENIG, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 21 DAY OF December 2022.

Matthew Robert Wilkins
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

03-10-2025
MY COMMISSION EXPIRES ON:

MATHEW ROBERT WILKINS
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 132987308

STATE OF TEXAS
COUNTY OF TRAVIS

I, DYANA LIMON-MERCADO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 20th DAY OF January 2023 AT 9:25 O'CLOCK A.M., DULY RECORDED ON THE 20th DAY OF January 2023 AT 9:25 O'CLOCK A.M. IN DOCUMENT NO. 202300027, OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, OF THE COUNTY CLERK, THIS 30th DAY OF January 2023 A.D.

DYANA LIMON-MERCADO
COUNTY CLERK TRAVIS COUNTY, TEXAS

BY: ______________________
DEPUTY T. PEREZ

STATE OF TEXAS
COUNTY OF TRAVIS

I, DYANA LIMON-MERCADO, CLERK OF THE COUNTY COURT, TEXAS, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 17 DAY OF January 2023 A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 19 DAY OF January 2023 A.D.

DYANA LIMON-MERCADO
COUNTY CLERK TRAVIS COUNTY, TEXAS

BY: ______________________
DEPUTY GILLIAN PORTER

COMMISSIONERS' COURT RESOLUTION:

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

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

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

AUSTIN ENERGY STANDARD NOTES:

1. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-8, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
2. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE AUSTIN ENERGY WITH AN EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-8 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
3. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THE PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
4. THE OWNER OF THE PROPERTY IS RESPONSIBLE FOR MAINTAINING CLEARANCES REQUIRED BY THE NATIONAL ELECTRIC SAFETY CODE, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS, CITY OF AUSTIN RULES AND REGULATIONS AND TEXAS STATE LAWS PERTAINING TO CLEARANCES WHEN WORKING IN CLOSE PROXIMITY TO OVERHEAD POWER LINES AND EQUIPMENT. AUSTIN ENERGY WILL NOT RENDER ELECTRIC SERVICE UNLESS REQUIRED CLEARANCES ARE MAINTAINED. ALL COSTS INCURRED BECAUSE OF FAILURE TO COMPLY WITH THE REQUIRED CLEARANCES WILL BE CHARGED TO THE OWNER.
5. OWNER MAY NOT PLACE, ERECT, CONSTRUCT OR MAINTAIN THE FOLLOWING WITHIN ELECTRIC TRANSMISSION EASEMENT: ANY PERMANENT STRUCTURES, INCLUDING, BUT NOT LIMITED TO HABITABLE STRUCTURES SUCH AS HOMES, MOBILE HOMES, GARAGES, OR OFFICES; ANY STRUCTURE OF ANY KIND IN SUCH PROXIMITY TO THE ELECTRIC TRANSMISSION OR DISTRIBUTION LINES, POLES, STRUCTURES, TOWERS, OR APPURTENANT FACILITIES AS WOULD CONSTITUTE A VIOLATION OF THE NATIONAL ELECTRIC SAFETY CODE IN EFFECT AT THE TIME THE STRUCTURE IS ERECTED; NOR ANY STRUCTURES, INCLUDING BUT NOT LIMITED TO, FENCES, STORAGE SHEDS, DRAINAGE, FILTRATION, ONSITE SEPTIC FIELDS OR DETENTION PONDS WHICH WOULD IMPAIR AUSTIN ENERGY'S ACCESS TO THE TRANSMISSION EASEMENTS OR ITS LINES, POLES, STRUCTURES, TOWERS OR APPURTENANT FACILITIES IN THE EASEMENTS.
6. THE OWNER/DEVELOPER OF THIS PROPERTY SHALL PROVIDE AUSTIN ENERGY WITH 24 HOUR ACCESS ACROSS THE PROPERTY TO THE EASEMENT, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF ELECTRIC FACILITIES. [illegible] ACCESS EASEMENT MAY BE REQUIRED, IF THE PROPOSED SUBDIVISION [illegible] FULL ACCESS TO OUR FACILITIES.
7. ANYTHING INSTALLED IN THE EASEMENT ROW (PAVEMENT, BRIDGES, SUBSURFACE INFRASTRUCTURE, WALLS, ETC.) MUST BE DESIGNED TO SUPPORT A 40,000 LB [illegible] AUSTIN ENERGY WILL NOT BE RESPONSIBLE FOR DAMAGE DONE TO FACILITIES PLACED IN THE EASEMENT OR TO FACILITIES PLACED OUTSIDE THE EASEMENT (SUCH AS WALLS) THAT ARE DAMAGED AS A RESULT OF AE EQUIPMENT TRAVERSING THE EASEMENT TO ENSURE SAFETY AND ACCESS BY AUSTIN ENERGY AND THEIR CONTRACTORS.

ENGINEER'S CERTIFICATION:

STATE OF TEXAS
COUNTY OF TRAVIS

I, SUMITA KADARIYA, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CODE OF 2002, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. A PORTION OF THE TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN IN THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAPS (FIRM) #48453C0595K, TRAVIS COUNTY, TEXAS DATED JANUARY 22, 2020 AND #48453C0585J, TRAVIS COUNTY, TEXAS DATED JANUARY 22, 2020. THE 100-YEAR FULLY DEVELOPED FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS DEDICATED BY THIS PLAT.

______________________ 12/15/2022
SUMITA KADARIYA, P.E. DATE
P.E. NUMBER 120580
DOUCET & ASSOCIATES, INC.
7401 B HIGHWAY 71 WEST
SUITE 160
AUSTIN, TX 78735
512.583.2600

STATE OF TEXAS
SUMITA KADARIYA
120580
LICENSED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:

STATE OF TEXAS
COUNTY OF TRAVIS

I, J. DILLON FUGATE, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

______________________ 12/13/2022
J. DILLON FUGATE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6360
DOUCET & ASSOCIATES
DFUGATE@DOUCETENGINEERS.COM

STATE OF TEXAS
REGISTERED
DILLON FUGATE
6360
PROFESSIONAL
LAND SURVEYOR

LAND USE COMMISSION:

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE 2-MILE EXTRATERRITORIAL JURISDICTION OF THE CITY OF AUSTIN ON THIS THE 12 DAY OF October 2022 A.D.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE LAND USE COMMISSION OF THE CITY OF AUSTIN, TEXAS, ON THE 12 DAY OF October 2022 A.D.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, DEVELOPMENT SERVICES DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, TEXAS, THIS THE 12th DAY OF October 2022 A.D.

______________________ for:
DENISE LUCAS, DIRECTOR, DEVELOPMENT SERVICES DEPARTMENT

____
LAND USE COMMISSIONER CHAIR
TODD SHAW

______________________ YorkAtas
[illegible] SECRETARY

GENERAL NOTES:

1. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF AUSTIN. EACH LOT WITHIN THIS SUBDIVISION SHALL HAVE SEPARATE SEWER TAPS, SEPARATE WATER METERS, AND THEIR RESPECTIVE WATER AND SEWER SERVICE LINES SHALL BE POSITIONED OR LOCATED IN A MANNER THAT WILL NOT CROSS LOT LINES.
2. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN AND TRAVIS COUNTY FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS. DETENTION AND WATER QUALITY WILL BE PROVIDED BY ON-SITE WATER QUALITY AND DETENTION POND.
3. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS. PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED [illegible], THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THIS SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE THE SEPARATE INSTRUMENT RECORDED IN DOCUMENT [illegible] IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
4. ALL RESIDENTIAL LOTS IN WEST BELLA FORTUNA PHASE 1 SHALL BE SUBJECT TO THE HOMEOWNERS ASSOCIATION DOCUMENTS AS RECORDED IN DOCUMENT NO. [illegible] IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
5. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNER'S EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
6. ALL STREETS, DRAINAGE, SIDEWALKS, WATER AND WASTEWATER LINES ARE TO BE CONSTRUCTED AND INSTALLED TO THE CITY OF AUSTIN STANDARDS.
7. 4' PUBLIC SIDEWALKS BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS [illegible] AND AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. (TITLE 30, 30-3-191)
8. TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.
9. ALL BUILDING FOUNDATION ON SLOPES OF FIFTEEN (15) PERCENT AND OVER AND ON FILL PLACED UPON SLOPES FIFTEEN (15) PERCENT AND OVER MUST UTILIZE DESIGN AND CONSTRUCTION PRACTICES CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER QUALIFIED TO PRACTICE IN THIS FIELD.
10. NO LOT SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER UTILITY SYSTEM.
11. THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. THE WATER AND WASTEWATER UTILITY CONSTRUCTION MUST BE INSPECTED BY THE CITY. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.
12. ALL DRAINAGE EASEMENTS IN PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
13. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTION) FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
14. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTION).
15. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO THE LAND DEVELOPMENT CODE AND THE ENVIRONMENTAL CRITERIA MANUAL.
16. BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR OWNERS OF THE LOTS BEING DEVELOPED. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.
17. THE WATER AND/OR WASTEWATER EASEMENTS INDICATED ON THIS PLAT ARE FOR THE PURPOSE OF CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, UPGRADE, DECOMMISSIONING AND REMOVAL OF WATER AND/OR WASTEWATER FACILITIES AND APPURTENANCES. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, RETAINING WALLS, TREES OR OTHER STRUCTURES ARE PERMITTED IN WATER AND/OR WASTEWATER EASEMENTS EXCEPT AS APPROVED BY AUSTIN WATER UTILITY.
18. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT PURSUANT TO THE LAND DEVELOPMENT CODE.
19. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
20. WITHIN A SIGHT LINE EASEMENT ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AT THE OWNER'S EXPENSE. THE PROPERTY OWNER OR H.O.A. IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.
21. PARKLAND DEDICATION FOR 108 RESIDENTIAL UNITS HAS BEEN PROVIDED BY THE DESIGNATION OF LOT 13 & LOT 14 BLOCK E, LOT 98 & LOT 98 BLOCK K, AS PARK LOTS FOR APPROXIMATELY 18 ACRES. THE LOTS WILL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION/PROPERTY OWNER'S ASSOCIATION, UPON ANNEXATION FOR ALL PURPOSES. THESE LOTS SHALL BE DEDICATED TO THE CITY OF AUSTIN AND THEREAFTER MAINTAINED BY THE CITY.
22. ALL ACTIVITIES WITHIN THE CRITICAL ENVIRONMENT FEATURES (C.E.F.) BUFFER MUST COMPLY WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE. THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE; CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.
23. ALL SMALL LOTS ARE REQUIRED TO HAVE TWO OFF STREET PARKING PLACES AND COMPLY WITH CITY OF AUSTIN TITLE 30-2-232.
24. WATERWAY SETBACKS AS DEFINED BY THE LAND DEVELOPMENT CODE MAY BE LOCATED ON THIS PROPERTY. DEVELOPMENT IS LIMITED WITHIN WATERWAY SETBACKS.
25. LOTS 13-14, BLOCK E, LOTS 86, 88, 89, BLOCK K WILL BE MAINTAINED BY H.O.A. NO RESIDENTIAL DEVELOPMENT SHALL BE ALLOWED ON THESE LOTS. IF CONVEYED TO A PUBLIC ENTITY OR NEIGHBORHOOD ORGANIZATION, RECREATION FACILITIES AND REST AREAS MAY BE CONSTRUCTED.
26. LOT 87, BLOCK K IS PROHIBITED FROM DEVELOPMENT OTHER THAN FACILITIES REQUIRED TO SERVE THE LIFT STATION. ADDITIONALLY, OWNER AND ASSIGNS ACKNOWLEDGE THAT A FUTURE WASTEWATER EASEMENT IS REQUIRED TO BE DEDICATED BY SEPARATE INSTRUMENT TO MEET REQUIREMENTS OF THE SERVICE EXTENSION REQUEST APPROVED FOR THIS DEVELOPMENT.
27. SLOPES IN EXCESS OF 15 PERCENT EXIST ON LOTS 98, 86, 87 BLOCK K, LOT 13 BLOCK E. CONSTRUCTION ON SLOPES IS LIMITED PER THE LAND DEVELOPMENT CODE AND ENVIRONMENTAL CRITERIA MANUAL.

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TBPE Firm No.: 3937
TBPLS Firm No.: 10105800

Date: 12/05/2022	
Scale: N/A	
Drawn by: JMF/JRT	
Reviewer: DF	
Project: 1614-001	
Sheet: 5 OF 5	
Field Book: N/A	
Party Chief: AM	
Survey Date: 10/08/2017	

EXHIBIT B

FUNDING AGREEMENT

AMENDED AND RESTATED BELLA FORTUNA PUBLIC IMPROVEMENT DISTRICT FUNDING AGREEMENT

This Amended and Restated Bella Fortuna Public Improvement District Funding Agreement (this "Funding Agreement") dated March 19, 2024 (the "Effective Date"), is executed by Travis County, Texas (the "County") and the Travis County Development Authority (the "TCDA"), a public non-profit corporation incorporated under Subchapter D of Chapter 431, Texas Transportation Code, as amended ("Chapter 431"), and Chapter 394, Texas Local Government Code, as amended ("Chapter 394" and together with Chapter 431, the "LGC Act"). This Funding Agreement amends and restates the Bella Fortuna Public Improvement District Funding Agreement between the County and the TCDA effective December 1, 2020 (the "Original Agreement") in its entirety and such prior agreement shall cease to exist as of the Effective Date of this Funding Agreement. The County and the TCDA are individually referred to as a "Party" and collectively as the "Parties". Capitalized terms used in this Funding Agreement have the same meanings given to them in the Service and Assessment Plan (defined below) unless otherwise defined in this Funding Agreement.

RECITALS

A. On October 31, 2017, the Commissioners Court of the County (the "Commissioners Court") passed and approved a resolution (the "Authorization Resolution") that authorized the creation of the Bella Fortuna Public Improvement District (the "District") pursuant to Chapter 372, Texas Local Government Code, as amended (the "PID Act"), which Authorization Resolution was published in a newspaper of general circulation in the County and the extraterritorial jurisdiction of the City of Austin (the "City") on November 10, 2017.

B. The District includes approximately 158.2 acres in the County and the extraterritorial jurisdiction of the City and generally located along and west of Bradshaw Road, south of Onion Creek, north of FM 1327 and east of IH-35, which property is described in Exhibit "A" (the "Property").

C. The TCDA was formed pursuant to the provisions of the LGC Act which authorizes the TCDA to assist and act on behalf of the County and to engage in activities in the furtherance of the purposes for which TCDA was created.

D. The TCDA was created by the County for the purpose of aiding, assisting, and acting on behalf of the County in the performance of its governmental functions to promote the common good and general welfare of the County; to promote, develop, encourage, and maintain education facilities, employment, commerce, and economic development in the County, and is empowered to aid, assist, and act on behalf of the County in managing public improvement districts created under the PID Act, including the District. The TCDA has all other powers of a like or different nature not prohibited by law which are available to nonprofit corporations in Texas and that are necessary or useful to enable the TCDA to perform the purposes for which it was created, including the power to issue bonds, notes, or other obligations and otherwise exercise its borrowing power to accomplish the purposes for which it was created, provided that the TCDA may not issue bonds without the consent of the Commissioners Court.

E. The County, after due and careful consideration, has (1) concluded that the development of land within the County through the establishment of public improvement districts, including the District, and the financing of public improvement projects, including the Public Improvements (as defined below), through public improvement districts promotes the common good and general welfare of the County by promoting, developing, encouraging, and maintaining employment, commerce, and economic development in the County, and (2) found that the TCDA is authorized to aid, assist, and act on behalf of the County in managing the District and to issue bonds to accomplish such purpose.

F. The County and the TCDA have entered into a Contract for Management and Administrative Services dated April 24, 2018 (the "Management Contract") pursuant to which the TCDA agreed to provide management and administrative services for the public improvement districts created by the Commissioners Court.

G. The County and the TCDA have entered into an Agreement for Billing and Collection Services dated November 17, 2020, and automatically renewable annually unless terminated by either Party as provided therein (the "Billing and Collections Services Agreement") that authorizes the County, acting through the County Tax Assessor-Collector (as defined herein), to bill and collect assessments on behalf of the TCDA.

H. The purpose of the District is to finance certain public improvements authorized by the PID Act (the "Authorized Improvements") that promote the interest of the County and confer a special benefit on the Property within the District.

I. On May 28, 2019, the County and TCDA entered into the Bella Fortuna Public Improvement District Financing Agreement (as amended, the "Financing Agreement") with the TCDA and Views at Onion Creek, LP, a Texas limited partnership (the "Original Owner"), which established provisions for (i) the levy and collection of assessments, (ii) the construction of certain Authorized Improvements benefiting the District (the "Public Improvements"), (iii) payment for the Public Improvements and (iv) the issuance of public improvement district bonds ("PID Bonds") for the financing of the Public Improvements.

J. On August 25, 2020, the County and TCDA entered into the First Amendment to the Financing Agreement with the TCDA and Clayton Properties Group, a Tennessee corporation doing business in Texas as Brohn Homes, successor in interest to the Original Owner (the "Owner").

K. On May 28, 2019, the County and TCDA entered into the Bella Fortuna Public Improvement District Acquisition and Reimbursement Agreement (as amended and as assigned to the Owner, the "Reimbursement Agreement") with the TCDA and the Original Owner, providing that the TCDA will pay to the Owner an amount equal to the Actual Costs of the Public Improvements, plus simple interest as provided therein (the "Reimbursement Agreement Balance").

L. The Owner has constructed or will construct the Public Improvements over time to serve the entire Property.

M. The TCDA and Wilmington Trust, National Association (the "TCDA Depository Bank") have entered into the Bella Fortuna Public Improvement District Deposit Agreement dated as of May 16, 2023 (the "Depository Agreement"), relating to the deposit and disbursement of the annual installments of the Assessments (as defined below).

N. On November 17, 2020, the Commissioners Court by a resolution made findings and determinations relating to the costs of the Public Improvements, received and accepted a preliminary service and assessment plan and proposed assessment roll, called a public hearing for December 1, 2020 (the "Public Hearing"), and directed County staff to (1) file said proposed assessment roll with the Tax Assessor-Collector of the County (the "County Tax Assessor-Collector") and to make them available for public inspection as required by Section 372.016(b) of the PID Act and (2) publish such notice as required by Section 372.016(b) of the PID Act relating to the Public Hearing.

O. The County held the Public Hearing on December 1, 2020, and, upon closing such hearing, adopted an Order (the "Assessment Order") approving a final service and assessment plan (as updated from time to time, the "Original Service and Assessment Plan") and levying an assessment on the land within the District (the "Assessments").

P. Upon providing evidence that the conditions precedent in Article V of the Financing Agreement have been satisfied, the Owner may request that the Commissioners Court consider the adoption of a resolution consenting to the issuance of a series of PID Bonds by the TCDA to acquire, reimburse, or finance the Actual Costs of the Public Improvements.

Q. On September 26, 2023, the County and the TCDA, each approved a resolution directing County and TCDA staff to commence preparations for the issuance of PID Bonds for the payment of the costs of the Public Improvements, including the preparation of an indenture of trust (the "Indenture") between the TCDA and Wilmington Trust, National Association, as trustee (the "Bond Trustee"), which will contain provisions regarding the TCDA's transfers of Contract Assessment Revenues (as defined herein) to the Bond Trustee.

R. Upon request of the Owner and evidence that the conditions precedent to the issuance of PID Bonds contained in Article V of the Financing Agreement had been satisfied, the Commissioners Court adopted a resolution consenting to the issuance of PID Bonds by the TCDA.

S. On March 19, 2024, the County adopted an Order approving an amended and restated service and assessment plan (as amended from time to time, the "Service and Assessment Plan"), which amends and restates the Original Service and Assessment Plan in its entirety.

T. The Service and Assessment Plan and the Assessment Order provide that the Assessments against the Assessed Property will be paid annually in installments (the "Annual Installments") until such Assessments and any other related amounts owed under the Reimbursement Agreement and, if issued, PID Bonds are paid in full.

U. Pursuant to the PID Act and the LGC Act, the County may enter into an agreement that provides for payment of the Assessments, including the Annual Installments thereof, collected or caused to be collected by the County to the TCDA (the "Contract Assessment Revenues") to secure the payment of the Reimbursement Agreement Balance and, if issued, PID Bonds.

V. The Parties wish to amend and restate the Original Agreement to revise the provisions regarding the transfer of the Contract Assessment Revenues to the Bond Trustee.

W. The Parties intend that:

1. Pursuant to the Management Contract, the TCDA, on behalf of the County, will provide management and administrative services for the District;

2. The Assessments levied by the County, interest thereon, and the Annual Collection Costs will be collected in annual installments by the County, acting through the County Tax Assessor-Collector, on behalf of the TCDA;

3. Pursuant to the Billing and Collections Services Agreement and this Funding Agreement, the County Tax Assessor-Collector will collect the Assessments, interest thereon, and the Annual Collection Costs, and remit such revenues, less any fee of the County Tax Assessor-Collector, to the TCDA for deposit in the Operating Account (as defined herein) held by the TCDA Depository Bank, or if PID Bonds are issued, to the Bond Trustee;

4. The Contract Assessment Revenues payable to the TCDA under this Funding Agreement will be used as follows:

   (a) prior to the issuance of the PID Bonds, from amounts on deposit in the Operating Account held by the TCDA Depository Bank:

      (1) acquire the Public Improvements from the Owner or reimburse the Owner for the Actual Costs of the Public Improvements, pursuant to the terms of this Funding Agreement, the Reimbursement Agreement, and the Financing Agreement; and

      (2) pay Annual Collection Costs.

   (b) upon the issuance of the PID Bonds, transferred by the TCDA to the Bond Trustee and deposited as provided under the Indenture:

      (1) pledged as security under the Indenture to the payment of the PID Bonds issued by the TCDA for the purpose to be identified in the Indenture;

      (2) pledged as security, on a subordinate basis, to the payment of any remaining Reimbursement Agreement Balance due under the Reimbursement Agreement; and

      (3) pay Annual Collection Costs.

For and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1.0 SERVICES OF TCDA

1.1 Pursuant to the Management Contract, the TCDA will provide management and administrative services for the District, including performing or assisting the County in performing its obligations under the Service and Assessment Plan and under any other agreement to which the County is a party or by which it is bound, and which are related to the management and administration of the District.

1.2 As requested by the County, the TCDA will assist in the preparation of updates, amendments, or supplements to the Service and Assessment Plan.

1.3 As requested by the County, the TCDA has entered into the Reimbursement Agreement and the Financing Agreement.

1.4 As requested by the County, the TCDA will consider the issuance of the PID Bonds.

2.0 PAYMENT FOR THE PUBLIC IMPROVEMENTS

2.1 The County and the TCDA have entered into the Financing Agreement with the Owner to, in part, finance the Actual Costs or reimburse the Owner for the Actual Costs of constructing the Public Improvements, including the Public Improvements. The Actual Costs of constructing the Public Improvements will be paid from: (a) Contract Assessment Revenues, (b) if issued, the proceeds of the PID Bonds, or (c) fiscal security provided by the Owner pursuant to the Financing Agreement (subject to reimbursement pursuant to the Reimbursement Agreement).

2.2 Pursuant to this Funding Agreement, the Depository Agreement, and the Billing and Collections Agreement, the County will transfer or cause to be transferred the Contract Assessment Revenues to the TCDA.

2.3 Prior to the issuance of the PID Bonds,

(a) the TCDA will deposit or cause to be deposited a portion of the Contract Assessment Revenues into the Public Improvements Subaccount (as defined herein) of the Operating Account with the TCDA Depository Bank in accordance with section 5.5(a) hereof. The Reimbursement Agreement Balance is payable solely from Contract Assessment Revenues on deposit in the Public Improvements Subaccount of the Operating Account; and

(b) the TCDA will deposit or cause to be deposited a portion of the Contract Assessment Revenues into the Annual Collection Costs Subaccount (as defined herein) of the Operating Account with the TCDA Depository Bank in accordance with section 5.5(b) hereof. The Annual Collection Costs are payable solely from Contract Assessment Revenues on deposit in the Annual Collection Costs Subaccount of the Operating Account.

2.4 Upon the issuance of the PID Bonds, the TCDA will transfer or cause to be transferred the Contract Assessment Revenues on deposit in the Public Improvements Subaccount of the Operating Account held by the TCDA Depository Bank to the Bond Trustee for deposit to the Pledged Revenue Fund (as defined herein) in accordance with section 6.1 hereof and deposited as provided in the Indenture.

(a) The payment of the debt service on the PID Bonds is payable solely from the "Trust Estate" established under the Indenture, consisting primarily of the Contract Assessment Revenues on deposit in Bond Pledged Revenue Account of the Pledged Revenue Fund, established under the Indenture and other funds pledged under Indenture to the payment of the PID Bonds and administered by the Bond Trustee pursuant to the Indenture.

(b) The payment of any remaining Reimbursement Agreement Balance is payable solely from Contract Assessment Revenues on deposit in the "Reimbursement Fund", established under the Indenture and administered by the Bond Trustee pursuant to the Indenture and the Reimbursement Agreement.

2.5 Upon the issuance of the PID Bonds, the TCDA will transfer or cause to be transferred the Contract Assessment Revenues on deposit in the Annual Collection Costs Subaccount of the Operating Account held by the TCDA Depository Bank to the Bond Trustee for deposit to the Administrative Fund (as defined herein) in accordance with section 6.2 hereof.

3.0 ISSUANCE OF THE PID BONDS

3.1 The proceeds of the PID Bonds may be used to:

(a) finance all or a portion of Actual Costs of the Public Improvements;

(b) pay capitalized interest;

(c) fund a reserve fund (the "Reserve Fund");

(d) pay the costs incidental to the organization of the District; and

(e) pay costs of issuance of the PID Bonds.

4.0 PAYMENT OF CONTRACT ASSESSMENT REVENUES; GRANT OF SECURITY INTEREST

4.1 The County agrees to pay or direct the County Tax Assessor-Collector to pay Contract Assessment Revenues to the TCDA upon the terms and conditions set forth in the Billing and Collections Agreement, this Funding Agreement, and the Service and Assessment Plan.

4.2 In order to provide for management and administration of the District, the County does hereby grant to the TCDA a security interest in and create a first lien on and pledge to the TCDA all of its right, title, and interest, whether now owned or hereafter acquired, in and to all Contract Assessment Revenues to be collected by the County and deposited in the

Annual Collection Costs Subaccount of the Operating Account (together with any income, investments, and proceeds thereof) to the full extent that such subaccount and the Contract Assessment Revenues collected and on deposit therein or later required to be collected and transferred to such subaccount (together with any income, investments, and proceeds thereof) may be subject to Chapter 9 of the Texas Business & Commerce Code.

4.3 In order to provide security for the payment of the Reimbursement Agreement Balance and, if issued, debt service on the PID Bonds, the County does hereby grant to the TCDA a security interest in and create a first lien on and pledge to the TCDA all of its right, title, and interest, whether now owned or hereafter acquired, in and to all Contract Assessment Revenues to be collected by the County and deposited in the Public Improvements Subaccount of the Operating Account (together with any income, investments, and proceeds thereof) to the full extent that such subaccount and the Contract Assessment Revenues collected and on deposit therein or later required to be collected and transferred to such subaccount (together with any income, investments, and proceeds thereof) may be subject to Chapter 9 of the Texas Business & Commerce Code.

4.4 The County acknowledges that, if PID Bonds are issued, the TCDA will grant to the Bond Trustee, in accordance with the terms of the Indenture, all of its right, title, and interest in this Funding Agreement, including but not limited to the security interest being granted by the County pursuant to section 4.3 hereof.

Pursuant to Chapter 1208.002(a)(2), Texas Government Code, as amended, upon issuance of the PID Bonds, in order to provide security for the payment of the PID Bonds, any security interests created by section 4.3 hereof shall be automatically perfected from the time the Indenture is entered into or approved, and shall remain perfected continuously through the termination of this Funding Agreement in accordance with the terms set forth herein, all without physical delivery or transfer of control of the Contract Assessment Revenues on deposit in the Public Improvements Subaccount of the Operating Account, filing of a document, or another act. Therefore, it shall not be necessary for the County, the TCDA, or the Bond Trustee to file any financing statements or continuation statements or any supplemental instruments or documents or further assurance in any manner in order to perfect or maintain perfection of any security interests created by this Section. If the security interest created by this Section is subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the PID Bonds the perfection of such security interest, the County and the TCDA shall take such measures as they determine are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and make all filings necessary or advisable to perfect the security interest created by section 4.3 hereof.

5.0 COLLECTION AND DEPOSIT OF ANNUAL INSTALLMENTS

5.1 At least annually,

(a) The TCDA shall direct the Administrator to:

(1) calculate the amount of the Annual Installments to be paid by the owners of the Assessed Property as provided in the Service and Assessment Plan and provide the calculation to the County and the TCDA; and

(2) prepare and provide to the County, for review and approval by the Commissioners Court, the annual update to the Service and Assessment Plan.

(b) The Commissioners Court shall review and approve the annual update to the Service and Assessment Plan and provide such update to the TCDA for the collection of the Annual Installments.

(c) After the Commissioners Court provides the updated Service and Assessment Plan to the TCDA, the TCDA shall provide or direct the Administrator to provide the annual Assessment Roll to the County Tax Assessor-Collector, who will collect the Annual Installments from the owners of the Assessed Property in the same manner and at the same time as it collects ad valorem taxes. The fees of the County Tax Assessor-Collector shall be part of the Annual Collection Costs.

5.2 Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year.

5.3 For so long as any PID Bonds issued by the TCDA are outstanding or any Reimbursement Agreement Balance remains due and payable, the County will take and pursue all actions directed by the TCDA or Bond Trustee, as applicable, that are permissible under the PID Act to cause the Annual Installments to be collected and the liens securing the Annual Installments to be enforced in the manner and to the maximum extent permitted by the PID Act.

5.4 The County shall determine no later than February 15 of each year, whether or not any Annual Installment is delinquent, and the County will notify the TCDA and the Bond Trustee of such determination as soon as practicable. The TCDA or the Bond Trustee, as applicable, shall direct the County to implement the timeline and procedures set forth on Exhibit "B" attached hereto. Notwithstanding the foregoing, the TCDA shall not be required under any circumstances to make payment for the delinquent Assessment or to purchase the corresponding Parcel. Furthermore, nothing shall obligate the TCDA, the County, the County Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the TCDA and its appropriate collections enforcement designees.

5.5 The TCDA shall create the "Bella Fortuna PID Operating Account" (the "Operating Account") to be held by the TCDA Depository Bank and shall keep such Operating Account and any subaccounts separate from all other funds of the TCDA. Within the Operating Account, the TCDA shall create a subaccount for the payment of Public Improvements and a subaccount for the payment of Annual Collection Costs. The County, acting through the County Tax Assessor-Collector, shall deposit all Contract Assessment Revenues collected to the Operating Account. Pursuant to the Management Contract, the Depository

Agreement, and this Funding Agreement, the TCDA shall direct the Contract Assessment Revenues to be deposited in the following subaccounts:

(a) The TCDA shall deposit into the subaccount for the payment of the Actual Costs of the Public Improvements (the "Public Improvements Subaccount") the Contract Assessment Revenue due to the TCDA for the payment of Actual Costs of the Public Improvements. The payment by the County, or the County Tax Assessor-Collector, to the TCDA of Contract Assessment Revenues shall continue so long as any Reimbursement Agreement Balance remains due and payable and, if issued, PID Bonds remain outstanding.

(b) The TCDA shall deposit into the subaccount for the payment of Annual Collection Costs (the "Annual Collection Costs Subaccount") the Contract Assessment Revenues due to the TCDA for the payment of such Annual Collection Costs. The payment by the County, or the County Tax Assessor-Collector, to the TCDA of such Annual Collection Costs shall continue so long as any Reimbursement Agreement Balance remains due and payable and, if issued, PID Bonds remain outstanding.

6.0 PAYMENTS TO BOND TRUSTEE

6.1 Upon the issuance of the PID Bonds, TCDA will transfer, on or before February 15 of the year set forth in the Indenture, and on or before the fifteenth day of each month thereafter while the PID Bonds are outstanding, all Contract Assessment Revenues received from the County Tax Assessor-Collector and on deposit in the Public Improvements Subaccount of the Operating Account to the Bond Trustee for immediate deposit into the pledged revenue fund or applicable accounts therein as required under the Indenture relating to the PID Bonds (the "Pledged Revenue Fund").

6.2 Contract Assessment Revenues in the Annual Collection Costs Subaccount of the Operating Account will be transferred by TCDA, on or before February 15 of the year set forth in the Indenture, and on or before the fifteenth day of each month thereafter while the PID Bonds are outstanding, to a segregated fund or account for the payment of Annual Collection Costs (the "Administrative Fund") and are not security for the PID Bonds or the Reimbursement Agreement Balance. The Bond Trustee shall deposit and apply the Contract Assessment Revenues as provided in the Indenture.

6.3 Upon the issuance of PID Bonds, the payment of any remaining Reimbursement Agreement Balance shall be subordinate to the payment of debt service on the PID Bonds and any required deposits to the reserve funds securing such PID Bonds.

7.0 PREPAYMENT

7.1 If any owner of the applicable Assessed Property prepays in full or in part any unpaid principal amount of the Assessment as provided in Section VI of the Service and Assessment Plan, the County shall immediately transfer or cause to be transferred to the TCDA, the amount of such prepayment that corresponds to the amount of outstanding principal of and accrued interest on the Assessments as of the date of such prepayment.

If PID Bonds have been issued, upon receipt, the TCDA shall immediately transfer such prepayment funds to the Bond Trustee for deposit into the Pledged Revenue Fund for the PID Bonds, and such prepayment funds shall be used: first, to redeem any outstanding PID Bonds, and second, if no PID Bonds remain outstanding, for the payment of any remaining Reimbursement Agreement Balance, all as provided in the Indenture.

7.2 If and to the extent Assessments have been prepaid, the lien on the applicable Assessed Property associated with such Assessment prepayment shall be released from lien created by the Assessment Order.

8.0 ASSESSMENT LIEN

8.1 All payments due in accordance with the Service and Assessment Plan and this Funding Agreement shall be treated the same with respect to the liens created to secure payment and the rights of the County, including foreclosure, in the event of delinquencies. Any foreclosure sale for nonpayment of any such amounts shall be subject to a continuing lien for the remaining unpaid amounts in accordance with state law.

9.0 ASSIGNABILITY

9.1 Except for the rights transferred by this Funding Agreement to the Bond Trustee, the obligations, right, title, and interest of the Parties under this Funding Agreement may not be assigned, transferred, encumbered, or impaired in any way without the prior written consent of the Parties and the Bond Trustee. The Parties shall not take any action that would impair or adversely impact the collection of Annual Installments, the deposit of Contract Assessment Revenues into the Operating Account, or the use of the amounts on deposit in the Operating Account as provided in the Service and Assessment Plan or this Funding Agreement.

10.0 OBLIGATIONS UNCONDITIONAL AND ABSOLUTE

10.1 The obligations of the County, through the County Tax Assessor-Collector, and the TCDA to timely bill the owners of the Assessed Property for each Annual Installment of the Assessment against the Assessed Property, collect Annual Installments, deposit Contract Assessment Revenues into the Operating Account and applicable subaccounts therein or into the Pledged Revenue Fund, and use the Operating Account and applicable subaccounts therein or the Pledged Revenue Fund, as applicable, as set forth in the Service and Assessment Plan and this Funding Agreement are absolute and unconditional and are not subject to any rights of offset of any kind that the County or the TCDA may have or assert, and the County or the TCDA do not have, and for so long as any PID Bonds remain outstanding or any Reimbursement Agreement Balance remains due and payable, will not assert, any defenses to the County or the TCDA's performance of such obligations

10.2 The obligations of the TCDA to use the Contract Assessment Revenues as set forth in the Service and Assessment Plan and this Funding Agreement are absolute and unconditional and are not subject to any rights of offset of any kind that the TCDA may have or assert, and the TCDA does not have, and for so long as any PID Bonds remain outstanding or any

Reimbursement Agreement Balance remains due and payable, will not assert, any defenses to the TCDA's performance of such obligations.

11.0 TERM

11.1 The term of this Funding Agreement when fully executed by the Parties, shall continue until the later to occur of (i) the PID Bonds have been paid in full and are no longer outstanding or (ii) the Reimbursement Agreement has terminated.

12.0 NOTICE

12.1 Any notice required or contemplated by this Funding Agreement must be in writing and shall be deemed given at the addresses shown below 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. A Party may change its address by giving notice in accordance with this Section.

If to County:	County Judge Andy Brown (or his successor)
Street Address:	700 Lavaca, Suite 2.300 Austin, Texas 78701
Mailing Address:	PO Box 1748 Austin, Texas 78767 Email: andy.brown@traviscountytx.gov
With copy to:	Travis County, Texas Attn: Christy Moffett, Director, Economic Development & Strategic Investments Planning and Budget Office 700 Lavaca, Suite 1560 Austin, Texas 78701 Email: christy.moffett@traviscountytx.gov Facsimile: (512) 854-4210
With copy to:	Office of the County Attorney Attn: Julie Joe, Assistant County Attorney 314 W. 11th St., Suite 500 Austin, Texas 78701 Email: julie.joe@traviscountytx.gov
If to TCDA:	Travis County Corporations Attn: Christy Moffett, Assistant Secretary 700 Lavaca Street, Suite 1560 Austin, Texas 78701 Email: christy.moffett@traviscountytx.gov Facsimile: (512) 854-4210

With copy to:	Naman, Howell, Smith & Lee, PLLC Attn: Cliff Blount 8310 Capital of Texas Highway North, Suite 490 Austin, Texas 78731 Email: Blount@namanhowell.com Facsimile: (512) 474-1901
If to Bond Trustee:	Wilmington Trust, National Association Attn: Parker Merritt 15950 N. Dallas Parkway Suite 200 Dallas, TX 75248 Email: pmerritt@wilmingtontrust.com Facsimile: (714) 384-4174

13.0 FAILURE; DEFAULT; REMEDIES

13.1 Failure; Default; Remedies

(a) Except as provided in subsection (b) below, if a Party fails to perform any obligation imposed on such Party by this Funding Agreement (a "Failure") and the Failure is not cured within 30 days after written notice of the Failure is provided to the non-performing Party, then such Failure shall constitute a "Default" by the non-performing Party.

(b) Notwithstanding subsection (a) above, if the County fails to transfer or cause to be transferred the Contract Assessment Revenues to the TCDA as required by this Funding Agreement, such failure shall constitute an immediate "Default" by the County without notice or any opportunity to cure.

(c) If the TCDA is in Default, the County's sole and exclusive remedy shall be to compel performance through injunctive relief or specific performance. No default by TCDA shall entitle the County to terminate this Funding Agreement.

(d) If the County is in Default, the sole and exclusive remedy of the TCDA shall be to compel performance through injunctive relief or specific performance. No default by the County shall entitle the TCDA to terminate this Funding Agreement.

14.0 MISCELLANEOUS

14.1 The recitals set forth above are incorporated herein.

14.2 This Funding Agreement is being executed and delivered, and is intended to be performed in Travis County, Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Funding Agreement.

14.3 If a court finds any provision of this Funding Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render the provision invalid or unenforceable as to any other persons or circumstances. To the extent feasible, any provision found to be invalid or unenforceable shall be deemed to be modified to be valid and enforceable; however, if the provision cannot be so modified, it shall be stricken from this Funding Agreement, and all other provisions of this Funding Agreement shall remain valid and enforceable and unaffected by the stricken provision.

14.4 This Funding Agreement supersedes all prior agreements (whether written or oral) between the Parties regarding the subject matter hereof and constitutes the only agreement between the Parties with regard to the subject matter hereof. In the event of any conflict between this Funding Agreement and any other resolution, order, instrument, document, or agreement, the provisions and intent of this Funding Agreement shall control. This Funding Agreement may only be amended by written agreement of the Parties.

14.5 The Bond Trustee shall be a third-party beneficiary under this Funding Agreement, and such Bond Trustee shall be entitled to fully enforce the terms of this Funding Agreement for the benefit of the holders of the PID Bonds as if the Bond Trustee were a party to this Funding Agreement.

IN WITNESS WHEREOF, the Parties have caused this Funding Agreement to be executed as of the Effective Date written above.

Travis County, Texas

By: ______________________________

Honorable Andy Brown
Travis County Judge

Travis County Development Authority,
a Texas non-profit corporation

By: ______________________________

Andy Brown, President

Exhibit “A” to the
Funding Agreement

BOUNDARIES OF THE DISTRICT

(See attached)

DESCRIPTION
For a 158.2-Acre [6,889,825 Square Feet]
Tract

BEING A 158.2-ACRE [6,889,825 SQUARE FEET] TRACT OUT OF THE SANTIAGO DEL VALLE 10-LEAGUE GRANT, ABSTRACT NUMBER 24, TRAVIS COUNTY, TEXAS, SAID TRACT BEING A REMAINDER PORTION OF THAT CALLED 164-ACRE TRACT CONVEYED BY DEED TO JOHN MICHAEL BURATTI IN VOLUME 5393, PAGE 1594 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS [D.R.T.C.T.] AND DAVEY LEWIS BURATTI IN VOLUME 3944, PAGE 560 D.R.T.C.T., SAID REMAINDER TRACT BEING FURTHER DESCRIBED AS “FIRST TRACT”, THAT CALLED 100-ACRE TRACT, AND “SECOND TRACT” THAT CALLED 110-ACRE TRACT, IN VOLUME 333, PAGE 415 D.R.T.C.T, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rod found for an angle point in the west right-of-way line of Bradshaw Road, a varying width right-of-way, no record information found, same being an angle point in the east line of Onion Creek Addition, a subdivision according to the plat of record in Volume 93, Page 230 of the Plat Records of Travis County, Texas, and the north corner of said 164-acre tract and the north corner of the tract described herein;

THENCE with said west right-of-way line of Bradshaw Road, same being the northeast line of said 164-acre tract, the following three courses and distances:

1) South 61°04'16" East, a distance of 1,196.10 feet to a 1/2-inch iron rod found for a point of curvature of a tangent circular curve to the right,
2) With the arc of said curve to the right a distance of 448.29 feet, said curve having a radius of 291.64 feet, a central angle of 88°04'20" and a chord bearing South 17°02'06" East, a distance of 405.44 feet to a 1/2-inch iron rod found for a point of tangency, and
3) South 27°04'05"West, a distance of 2,486.42 feet to a 1/2-inch iron rod with cap marked “DOUCET” found in the north line of that tract to HFH Investments LP (no record information found) further described as “Tract B1-B2-B3-, Heep Ranch” in “Exhibit D”, that called 449.05-acre tract to Turnersville Development, LTD as recorded in Document Number 2000089761 of the Official Public Records of Travis County, Texas [O.P.R.T.C.T.], for the south corner of said 164-acre tract and the south corner of the tract described herein;

THENCE leaving said west right-of-way line of Bradshaw Road, with said north line of said 449.05-acre tract, same being the south line of said 164-acre tract, the following three (3) courses and distances:

1) North 66°06'26" West, a distance of 955.00 feet to a 1/2-inch iron rod found,
2) North 60°13'39" West, a distance of 192.85 feet to a 1/2-inch iron rod found, and
3) North 59°58'39" West, a distance of 350.54 feet to a point in the center of a dry creek for the east corner of that called 254.90-acre tract conveyed by deed to Spillmann Properties, LTD., as recorded in Document Number 2009124581 O.P.R.T.C.T., same being the southwest corner of said 164-acre tract, the southwest corner of the tract described herein, and the southerly terminus of a Boundary Line Agreement as recorded in Document Number 1999116083 O.P.R.T.C.T.;

THENCE with the west line of said 164-acre tract, same being the east line of said 254.90-acre tract and the common line of the Boundary Line Agreement, the following sixty-three (63) courses and distances:

1) North 47°05'54" West, a distance of 78.10 feet to a point,
2) North 0°51'53" West, a distance of 101.25 feet to a point,
3) North 53°01'53" West, a distance of 104.40 feet to a point,
4) North 36°38'54" West, a distance of 91.98 feet to a point,
5) North 31°29'07" East, a distance of 78.25 feet to a point,
6) North 9°23'07" East, a distance of 32.79 feet to a point,
7) North 20°14'54" West, a distance of 19.79 feet to a point,
8) North 58°13'54" West, a distance of 49.63 feet to a point,
9) North 9°22'53" West, a distance of 80.15 feet to a point,
10) North 27°57'53" West, a distance of 113.53 feet to a point,
11) North 4°00'54" West, a distance of 87.58 feet to a point,
12) North 21°31'54" West, a distance of 118.99 feet to a point,
13) North 54°37'54" West, a distance of 101.05 feet to a point,
14) North 52°29'54" West, a distance of 105.24 feet to a point,
15) North 1°57'54" West, a distance of 36.53 feet to a point,
16) North 29°52'54" West, a distance of 78.20 feet to a point,
17) North 40°01'54" West, a distance of 122.77 feet to a point,
18) North 9°12'06" East, a distance of 33.34 feet to a point,
19) North 43°04'07" East, a distance of 95.84 feet to a point,
20) North 6°06'54" West, a distance of 99.38 feet to a point,
21) North 56°25'06" East, a distance of 38.00 feet to a point,
22) North 43°20'07" East, a distance of 70.29 feet to a point,
23) North 4°06'54" West, a distance of 51.59 feet to a point,
24) North 13°00'07" East, a distance of 101.02 feet to a point,
25) North 6°38'54" West, a distance of 106.12 feet to a point,
26) North 21°17'06" East, a distance of 47.92 feet to a point,

27) South 86°50'54" East, a distance of 35.80 feet to a point,
28) South 70°20'54" East, a distance of 59.23 feet to a point,
29) South 84°51'54" East, a distance of 48.63 feet to a point,
30) North 54°01'07" East, a distance of 125.15 feet to a point,
31) South 72°31'54" East, a distance of 48.10 feet to a point,
32) North 81°19'06" East, a distance of 27.37 feet to a point,
33) North 36°41'06" East, a distance of 26.28 feet to a point,
34) North 11°49'54" West, a distance of 31.90 feet to a point,
35) North 31°34'32" West, a distance of 48.46 feet to a point,
36) North 5°59'49" East, a distance of 56.71 feet to a point,
37) North 58°06'49" East, a distance of 142.23 feet to a point,
38) North 10°37'07" East, a distance of 43.88 feet to a point,
39) North 22°12'54" West, a distance of 43.38 feet to a point,
40) North 0°49'17" East, a distance of 88.63 feet to a point,
41) North 66°56'44" West, a distance of 136.88 feet to a point,
42) North 18°35'44" West, a distance of 30.93 feet to a point,
43) North 49°20'16" East, a distance of 44.81 feet to a point,
44) North 9°47'17" East, a distance of 47.82 feet to a point,
45) North 31°15'44" West, a distance of 18.82 feet to a point,
46) North 66°10'44" West, a distance of 76.55 feet to a point,
47) North 36°50'00" West, a distance of 31.90 feet to a point,
48) North 16°18'11" East, a distance of 149.85 feet to a point,
49) North 63°55'55" East, a distance of 21.23 feet to a point,
50) South 72°23'51" East, a distance of 40.26 feet to a point,
51) North 68°36'17" East, a distance of 15.32 feet to a point,
52) North 31°55'13" East, a distance of 31.78 feet to a point,
53) North 5°19'17" East, a distance of 20.92 feet to a point,
54) North 17°04'19" West, a distance of 54.94 feet to a point,
55) South 88°08'49" West, a distance of 45.46 feet to a point,
56) North 37°15'45" West, a distance of 14.17 feet to a point,
57) North 18°37'31" East, a distance of 14.49 feet to a point,
58) North 49°35'31" East, a distance of 22.85 feet to a point,
59) North 63°19'31" East, a distance of 178.91 feet to a point,
60) North 41°34'15" East, a distance of 32.32 feet to a point,
61) North 15°30'44" West, a distance of 92.50 feet to a point,
62) North 15°30'54" West, a distance of 43.58 feet to a point, and
63) North 16°28'14" East, a distance of 90.12 feet to a point, in the center of Onion Creek for the northwest corner of said 164-acre tract, the northeast corner of said 254.90-acre tract and the northerly terminus of said Boundary Line Agreement, same being an angle point in the south line of that called 140.788-acre tract described as “Exhibit A-1, Tract 3” to Onion Creek Golf Group, LLC, as recorded in Document Number 2006079292 O.P.R.T.C.T.;

THENCE continuing with said west line of said 164-acre tract, with said south line of the 140.788-acre tract, North 59°15'14" East, a distance of 77.12 feet to the west corner of that tract described as “Exhibit A-1, Tract 1” described to Onion Creek Golf Group, LLC in said Document Number 2006079292 O.P.R.T.C.T., same being the north corner of said 164-acre tract and the north corner of the tract described herein;

THENCE with the south line of said Onion Creek Golf Group LLC Tract 1, with the south line of said Onion Creek Addition, same being the north line of said 164-acre tract, the following five (5) courses and distances:

1) South 68°18'14" East, a distance of 218.30 feet to 1/2-inch iron rod with cap marked “DOUCET” found,
2) South 68°06'38" East, a distance of 67.38 feet to a to a 1/2-inch iron rod found,
3) South 68°04'32" East, a distance of 538.49 feet to a 1/2-inch iron rod found,
4) South 68°19'16" East, a distance of 469.61 feet to a 1/2-inch iron rod found, and
5) North 28°35'02" East, a distance of 447.90 feet to said **POINT OF BEGINNING** of the tract described herein, and containing 158.2 acres [6,889,825 square feet].

Exhibit "B" to
Funding Agreement

TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]
PID BONDS

Date:	**Activity:**
On or before August 15	Administrator will calculate the Annual Installment and provide the information to the County and the TCDA.
On or before August 31	Commissioners Court will approve annual update to the Service and Assessment Plan and Assessment Rolls (including Annual Installment).
On or before September 1	Administrator to provide Assessment Roll to County Tax Assessor Collector.
In October of each year	County, acting through the County Tax Assessor-Collector, will mail tax bills that will include Annual Installment to owners of the Assessed Property subject to the Assessment. Annual Installment of Assessment is due upon receipt and becomes delinquent if not received by the County Tax Assessor-Collector by February 1 of the following year.
February 1	Annual Installment of Assessment is delinquent on February 1 if not received by the County Tax Assessor-Collector.
No later than February 15	County will forward, or cause the County Tax Assessor-Collector to forward, Contract Assessment Revenues to the TCDA for deposit with the TCDA Depository Bank. **County is aware of actual and specific delinquencies and will notify the TCDA of such delinquencies.** If the County receives Contract Assessment Revenues after February 15, the County Tax Assessor-Collector will forward such Contract Assessment Revenues on or before the fifteenth day of each month following receipt thereof. The TCDA and/or Administrator should be aware if the accounts within the Reserve Fund need to be utilized for debt service payment during the corresponding County fiscal year. **If there is to be a shortfall, the Bond Trustee and Dissemination Agent should be immediately notified in writing.**

[1] All capitalized terms shall have the meaning set forth in the Funding Agreement. Illustrates anticipated dates and procedures for pursuing the collection of delinquent Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33, and 34, Texas Tax Code, as amended (the "Code"), and the County Tax Assessor-Collector's procedures, and are subject to adjustment by the County. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

<u>Date</u>:	**<u>Activity</u>:**
	The TCDA and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment. The TCDA and/or Administrator should determine if actual collections will be fully adequate for debt service in March and September. At this point, if there is adequate funding for March and September payments, no further action is anticipated for collection of Assessments except that the TCDA or Administrator, working with the County Attorney or an appropriate designee, will begin process to cure deficiency. **If there is inadequate funding in the Pledged Revenue Fund for transfer to the Bond Trustee for the PID Bonds of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties, in accordance with the County Tax Assessor-Collector's procedures.**
On or before the fifteenth day of each month following February	The TCDA will forward all additional Contract Assessment Revenues received to the Bond Trustee(s) for deposit into the Pledged Revenue Fund.
On or before March 1	**Bond Trustee pays bond interest payments to bondholders.** Reserve Fund payment to bond fund or applicable accounts therein as required under the Indenture relating to the PID Bonds (the "<u>Bond Fund</u>") may be required if Assessments are below approximately 50% collection rate. **The TCDA, or the Bond Trustee on behalf of the TCDA, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify the Municipal Securities Rulemaking Board (the "<u>MSRB</u>") of such draw for debt service through its Electronic Municipal Market Access ("<u>EMMA</u>").** **Use of any of the accounts of the Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties, in accordance with the County Tax Assessor-Collector's procedures**. County determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the County commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments.
March 20	If it is expected that Reserve Fund moneys will need to be utilized for either the March or September PID Bond payments, the Administrator shall work with County Attorney's Office, or the appropriate designee, to collect all delinquent Assessments.
June 1	Preliminary foreclosure activity commences, and the TCDA to notify Dissemination Agent of the commencement of preliminary foreclosure activity. **The County will notify the TCDA of the plan of collections and foreclosure.**

Date:	Activity:
	Within 72 hours of notification by the County of the plan of collections and foreclosure, the TCDA will notify the Bond Trustee(s) and Dissemination Agent, if any, of the plan of collection and foreclosure.
July 1	Foreclosure action filed in state district court. **County to notify the TCDA, Bond Trustee(s) and Dissemination Agent, if any, of filing of foreclosure action. Dissemination Agent notifies EMMA and bondholders**.