

RESOLUTION NO. 23-2003

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGO VISTA, TEXAS ACCEPTING A PETITION FOR
CREATION OF THE TURNBACK RANCH PUBLIC
IMPROVEMENT DISTRICT; SETTING A PUBLIC HEARING
UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT
CODE ON THE ADVISABILITY OF THE CREATION OF THE
TURNBACK RANCH PUBLIC IMPROVEMENT DISTRICT
WITHIN THE CITY OF LAGO VISTA, TEXAS; AND
AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY
SECRETARY OF LAGO VISTA, TEXAS REGARDING THE
PUBLIC HEARING.**

WHEREAS, the City of Lago Vista, Texas (the “City”) is authorized by Chapter 372, Texas Local Government Code, as amended (the “Act”) to create a public improvement district within its corporate limits and its extraterritorial jurisdiction and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district; and

WHEREAS, on August 2, 2022, Turnback Development, LLC, a Nevada limited liability company (the “Petitioner”), submitted and filed with the City Secretary of the City (the “City Secretary”), pursuant to the Act, a petition for the creation of Turnback Ranch Public Improvement District (the “Petition”) requesting the establishment of a public improvement district covering approximately 241.54 acres described in Exhibit “A”, attached hereto and incorporated herein for all purposes, to be known as the Turnback Ranch Public Improvement District (the “District”); and

WHEREAS, Petitioner represents they constitute (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal in the Petition, as determined by the current roll of the appraisal district in which the property is located and (ii) the record owners of real property liable for assessment under the proposal who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal in the Petition; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal in the Petition, within the corporate limits of the City. It is further asserted that Petitioner includes the intended successors in interest to certain owners of taxable real property within the area proposed for the District and who will be responsible for the assessments against the property within the District; and

WHEREAS, the Act states that a Petition to create a public improvement district is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

WHEREAS, Petitioner describes the general nature of the proposed public improvements as parks and open space, landscaping, utilities, streets and roadways, entry monumentation, signage, costs of financing said improvements, and costs for establishing and administering the District; and

WHEREAS, Petitioner estimates the cost of the proposed public improvements is \$[40,000,000.00] (including issuance and other financing costs) and that said cost will be recovered through an assessment against property in the District which will result in each parcel paying its fair share of the costs of public improvements based on the special benefits received by the property; and

WHEREAS, the Act further requires that prior to the adoption of the resolution determining the boundaries of the District, the City Council of Lago Vista, Texas (the "City Council") must hold a public hearing on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the method of assessment, and the apportionment, if any, of the costs between the District and the City; and

WHEREAS, in order to hold a public hearing for the creation of a public improvement district, notice must be: (i) published in a newspaper of general circulation in the City, and (ii) mailed to the address of each owner of property located in the proposed District, as reflected on the tax rolls, before the fifteenth (15th) day before the date of the hearing in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, THAT:

SECTION 1. The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

SECTION 2. City staff reviewed the Petition and determined that same complied with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

SECTION 3. The City Council calls a public hearing to be scheduled at or after 6:30 p.m. on September 21, 2023 to be held at Lago Vista City Hall City Council Chambers, 5803 Thunderbird Street, Lago Vista, Texas 78645 pursuant to the form of the Notice (hereinafter defined) attached hereto as Exhibit "B", for the purpose of hearing public testimony on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City. All residents and property owners within the District and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the District.

SECTION 4. The Public Hearing may be adjourned from time to time. Upon the

closing of the Public Hearing, the City Council may consider the adoption of a resolution creating the District or may defer the adoption of such a resolution for up to six (6) months. The creation of the District is within the sole discretion of the City Council.

SECTION 5. Attached hereto as Exhibit "B" is a form of the Notice of Public Hearing (the "Notice"), the form and substance of which is hereby adopted and approved; provided that the Notice may be updated as determined necessary by the City to comply with the Act.

SECTION 6. The City Council hereby authorizes and directs the City Secretary, on or before September 6, 2023, in accordance with the Act, to: (a) publish notice of the public hearing in a newspaper of general circulation in the City; and (b) mail notice of the public hearing to the owners of the property located in the proposed District as reflected on the tax rolls.

SECTION 7. If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

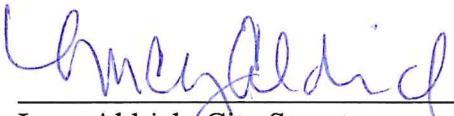
SECTION 8. This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

PASSED AND ADOPTED by the City Council of Lago Vista, Texas, at a regular meeting on the 17th day of August, 2023, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.



Ed Tidwell, Mayor

ATTEST:



Lucy Aldrich, City Secretary

City of Lago Vista, Texas



August 1, 2022

Ms. Tracie Hlavinka
City Manager
City of Lago Vista, Texas
5803 Thunderbird Street
Lago Vista, Texas 78645

via electronic mail and Federal Express

RE: Petition for the Creation of a Public Improvement District Within the City of Lago Vista, Texas, filed by Turnback Development, L.L.C for a 241.541 Acre Tract in Lago Vista, Texas, Pursuant to Chapter 372 of the Texas Local Government Code

Dear Ms. Hlavinka:

I am writing on behalf of Turnback Development, L.L.C., (the "Owner"). Enclosed please find the Owner's Petition for the Creation of a Public Improvement District Within the City of Lago Vista, Texas (the "PID Petition"), to create a public improvement district pursuant to Chapter 372 of the Texas Local Government Code (the "Turnback PID") for that certain 241.541-acre tract of land located within the Lago Vista, Texas, as more particularly described in Exhibit "A" attached to the PID Petition (the "Property"). The purpose of this letter is to set forth how the Owner's application for creation of the Turnback PID meets the elements of the Public Improvement District Policy Manual adopted by the City of Lago Vista on May 5, 2022 (the "PID Policy").

General Requirements and Petition Requirements

The Property is wholly within the corporate city limits of the City of Lago Vista, Texas (the "City"). Any property intended to be conveyed or dedicated to the City will not be subject of any PID assessment. The initial bond issue for the Turnback PID will not be less than \$3,000,000.00.

This application for creation of the Turnback PID meets the following additional requirements:

1. The Owner is the owner of 100% of the Property. Therefore, the PID Petition contains signatures from property owners of more than 50% of property within the proposed PID and have been collected within the six-month period prior to the submission of the PID Petition.

2. Enclosed is a payment of a non-refundable application fee of \$15,000.00 being paid at the time the PID Petition is being filed.
3. A current certified tax roll of all property within the proposed PID is enclosed herewith.
4. A map and a metes and bounds description of the property are included in the PID Petition and attached as exhibits.
5. This letter, as set forth below, provides a description clearly identifying the benefits of the proposed Turnback PID to the affected property owners and to the City as a whole. The benefits will be further set forth in a Development Agreement to be approved in connection with PID creation.
6. Evidence of insurance is enclosed herewith.
7. A description of the developer's previous experience developing projects of similar scale and type is enclosed herewith.
8. The Owner proposes a "not to exceed" maximum tax rate equivalent of \$3.00 per \$100.00 of assessed value, unless City Council should approve a higher amount.
9. The City's resolution creating the Turnback PID will contain a sunset clause, and a pre-executed petition to dissolve the Turnback PID by the Owner in case the Service and Assessment Plan is not approved, and assessments levied for either reimbursement or bond issuance within five years of the date of the Development Agreement will be provided prior to creation of the Turnback PID.

Additional Documents

Prior to the public hearing on the creation of the Turnback PID, either (i) a market analysis or feasibility study will be provided by the Owner, or (ii) the Owner will provide lot value and/or market information based on a current, in force, and effective homebuilder contract and proposed homebuilder pricing. To the extent such confirmed homebuilder value and pricing information does not meet the PID Policy for market analysis purposes, the Owner hereby requests a waiver of such requirement.

Preferential Factors

The Owner's proposed development project for the Property (the "Project") will meet one or more of the preferential factors listed in the PID Policy as follows:

Ms. Tracie Hlavinka

City Manager

August 1, 2022

Page 3

1. **Enhance Master Plan, Thoroughfare Plan, and Water and Wastewater Plans.** The Project will significantly enhance the City's wastewater plan by providing important upgrades to the existing Bar-K and Turner Lift Stations currently operated by the City. These upgrades will increase operational reliability.
2. **Advance Parks and Trail Plans and Preserve Open Space.** The Project will increase pedestrian and trail connectivity by providing detached public sidewalks and dedicated bike lanes within the Property. In addition, approximately 130 acres of park and open space areas will be provided as part of the Project protecting and preserving the natural areas along Lake Travis and its associated trees, creeks, floodplains, and viewscapes.
3. **Exceed Development Requirements.** The Turnback PID Development Agreement will contain architectural and design requirements and building material requirements that exceed what Texas law otherwise allows. The Project will include high quality design with enhanced landscaping and appealing architecture throughout. In addition, in conjunction with PID creation, the Owner will be seeking amendments to the current Turnback Ranch Planned Development District (the "PDD"), including approval of a detailed site plan in connection therewith that will greatly reduce density allowed under the current version of the PDD.
4. **Access to Developer Finances.** Prior to approval and execution of any PID financing documents regarding the levy of assessments and issuance of PID bonds, the Owner will cause the City to have access to records enabling the City to confirm the developer's ability and financial capacity to deliver the Project as proposed.

At this time, the Owner intends to meet all other aspects of the PID Policy and any waivers or adjustments thereto that may hereafter be requested by the Owner shall be requested prior to the public hearing and, if approved, identified in the resolution consenting to the creation of the Turnback PID.

On behalf of the Owner, we sincerely look forward to working with the City on this exciting project. Please let know if you have any questions or comments. Thank you for your consideration and attention to this matter.

Sincerely,



Jeffrey S. Howard

**PETITION FOR THE CREATION OF A
PUBLIC IMPROVEMENT DISTRICT
WITHIN THE CITY OF LAGO VISTA, TEXAS**

This petition (this "Petition") is submitted and filed with the Honorable Governing Body of the City of Lago Vista, Texas (the "City"), by TURNBACK DEVELOPMENT, L.L.C., a Nevada limited liability company (the "Owner"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), requesting that the City create a public improvement district to be known as the Turnback Ranch Public Improvement District (the "District") to include property owned by the Owner, located within the corporate city limits of the City (collectively, the "Property"), more particularly described and depicted in EXHIBIT A. In support of this Petition, the Owner would present the following:

Section 1. General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the Act that are necessary for development of the Property, the general nature of which public improvements will include, but not be limited to: landscaping, irrigation, streets, roadway and bridge construction, offsite right-of-way acquisition, intersection improvements, water facilities and improvements, wastewater facilities and improvements, drainage facilities and improvements, detention and water quality ponds, stormwater mitigation features, park improvements, trails, improvements related to the foregoing, payment of expenses incurred in the establishment, administration and operation of the District, and other improvement projects (collectively, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

Section 2. Estimated Cost of the Authorized Improvements. The Owner estimates that the cost to design, acquire, and construct the Authorized Improvements is presently estimated to be \$40,000,000.00. The foregoing estimate shall not limit or constrain the actual costs of the Authorized Improvements that may be financed by the District and the amount of the actual costs financed by the District may be less than the foregoing estimate. The total actual costs of the Authorized Improvements shall be paid from revenues or assessments lawfully available to the City from the District, anticipating that such total actual costs will be paid pursuant to a contractual reimbursement obligation or the issuance of bonds secured by and payable from a special assessment levied on all property within the District's boundaries other than certain property and right of way to be dedicated to the City or other governmental entities.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property as set forth in EXHIBIT A attached hereto and made a part hereof for all purposes. A map of the proposed District is attached hereto as EXHIBIT B and made a part hereof of all purposes. The proposed District is commonly known as Turnback Ranch.

Section 4. Proposed Method of Assessment. The City shall levy a special assessment on each tract within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefitted. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The installments must be paid in amounts necessary to

meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

Section 5. Proposed Apportionment of Cost between the District and the City.

Approval and creation of the District shall not obligate the City to provide any funds to finance the Authorized Improvements except from assessments generated by property within the District and except as may be otherwise agreed to by the City. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owner. Notwithstanding the foregoing, it is anticipated that the City may request oversizing of the Authorized Improvements, in which case, the City may be responsible for the cost of all such oversizing.

Section 6. Management of the District. The Owner proposes that the District will be managed by the City. The City retains the right to choose to retain a private person or third party, for District administrative services, from time to time, which person or third-party may also advise the City regarding certain operations of the District.

Section 7. Owner Requests Establishment of the District. The person or persons signing this Petition requests the establishment of the District.

Section 8. Advisory Board. An advisory body may be established to develop and recommend an improvement plan to the governing body of the City.

Section 9. General Terms. The Owner and the City may enter into a development agreement setting forth the generally agreed upon business terms of the District.

This Petition has been signed by (1) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the Property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the Honorable Governing Body of the City in support of the creation of the District by the City Council as herein provided. The undersigned request that the City Council grant its consent as stated above.

RESPECTFULLY SUBMITTED, on this the 8th day of August, 2022.

[SIGNATURE PAGE FOLLOWS]

*[SIGNATURE PAGE TO THE PETITION FOR THE CREATION
OF A PUBLIC IMPROVEMENT DISTRICT]*

OWNER:

TURNBACK DEVELOPMENT, L.L.C.,
a Nevada limited liability company

By:

Darwin Horan, Authorized Signatory

EXHIBIT A

The Property

LEGAL DESCRIPTION 241.541 ACRES

BEING a tract of land located in the TEXAS-MEXICO RAILROAD SURVEY, ABSTRACT NO. 2291, CHRISTIAN FEHRENKAMP SURVEY, ABSTRACT NO. 286, and the LEWIS GOODWIN SURVEY, ABSTRACT NO. 336, Travis County, Texas and being all of those tracts of land described as Tracts 1-7 in Deed to Vol H. Montgomery, recorded in Document No. 1999-148851, Deed Records, Travis County, Texas and being part of a 10.81 acre tract of land described in Deed to Vol H. Montgomery, recorded in Document No. 1999-148850, Deed Records, Travis County, Texas and being part of a tract of land described in Deed to RPI-P2A Partnership, recorded in Volume 9113, Page 300, Deed Records, Travis County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the East line of said Tract 2 at the Northwest corner of said Tract 7;

THENCE South 72 degrees 36 minutes 49 seconds East, along the North line of said Tract 7, a distance of 497.02 feet to a 1/2 inch iron rod with an aluminum cap stamped "CHAPARRAL" found at the most Northeast corner of said Tract 7 and said Tract 5;

THENCE South 13 degrees 31 minutes 35 seconds West, along the East line of said Tract 5, passing at a distance of 60.13 feet the Southeast corner of said Tract 7, and continuing for a total distance of 282.10 feet to a 1/2 inch iron rod with an aluminum cap stamped "CHAPARRAL" found for corner;

THENCE South 15 degrees 26 minutes 33 seconds West, continuing along the East line of said Tract 5, a distance of 90.41 feet to an "X" set in concrete for corner in the West right-of-way line of Bar-K Ranch Road, a variable width right-of-way, at the South corner of said Tract 5;

THENCE North 13 degrees 36 minutes 15 seconds East, along said West right-of-way line and the West line of said Tract 5, a distance of 312.51 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set in the South line of said Tract 7;

THENCE North 72 degrees 35 minutes 06 seconds West, leaving said West right-of-way line and said West line of Tract 5 and along the South line of said Tract 7, a distance of 508.72 feet to a 1/2 inch iron rod found in the East line of said Tract 2 at the Southwest corner of said Tract 7;

THENCE South 27 degrees 07 minutes 37 seconds West, along the East line of said Tract 2, a distance of 1,157.48 feet to a 1/2 inch iron rod found;

THENCE South 30 degrees 29 minutes 52 seconds West, a distance of 212.31 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found at the Southeast corner of said Tract 4;

THENCE along the South line of said Tract 4 the following twenty-three (23) courses and distances:

South 75 degrees 31 minutes 34 seconds West, a distance of 372.92 feet to a point for corner;

North 57 degrees 02 minutes 33 seconds West, a distance of 114.31 feet to a point for corner;

North 74 degrees 29 minutes 21 seconds West, a distance of 132.94 feet to a point for corner;

South 57 degrees 14 minutes 10 seconds West, a distance of 166.72 feet to a point for corner;

South 75 degrees 22 minutes 03 seconds West, a distance of 147.89 feet to a point for corner;

South 82 degrees 36 minutes 45 seconds West, a distance of 107.60 feet to a point for corner;

North 65 degrees 07 minutes 30 seconds West, a distance of 186.14 feet to a point for corner;

North 19 degrees 11 minutes 13 seconds West, a distance of 140.45 feet to a point for corner;

North 11 degrees 16 minutes 02 seconds West, a distance of 174.21 feet to a point for corner;

North 61 degrees 12 minutes 46 seconds West, a distance of 107.16 feet to a point for corner;

North 23 degrees 24 minutes 37 seconds East, a distance of 108.08 feet to a point for corner;

North 59 degrees 45 minutes 10 seconds East, a distance of 71.76 feet to a point for corner;

North 65 degrees 43 minutes 16 seconds East, a distance of 242.14 feet to a point for corner;

North 62 degrees 47 minutes 27 seconds West, a distance of 167.68 feet to a point for corner;

North 01 degrees 23 minutes 12 seconds West, a distance of 152.53 feet to a point for corner;

South 61 degrees 04 minutes 13 seconds West, a distance of 70.03 feet to a point for corner;

North 60 degrees 25 minutes 41 seconds West, a distance of 101.88 feet to a point for corner;

South 08 degrees 28 minutes 27 seconds West, a distance of 141.00 feet to a point for corner;

South 53 degrees 12 minutes 27 seconds West, a distance of 54.67 feet to a point for corner;

South 70 degrees 06 minutes 27 seconds West, a distance of 51.82 feet to a point for corner;

North 70 degrees 51 minutes 22 seconds West, a distance of 55.90 feet to a point for corner;

North 27 degrees 22 minutes 10 seconds West, a distance of 150.67 feet to a point for corner;

North 19 degrees 29 minutes 33 seconds West, a distance of 77.43 feet to a point for corner in the East line of said Tract 1;

THENCE South 28 degrees 33 minutes 24 seconds West, leaving the South line of said Tract 4 and along the East line of said Tract 1, a distance of 128.11 feet to a point at the South corner of said Tract 1;

THENCE North 26 degrees 06 minutes 08 seconds West, along the South line of said Tract 1, passing at a distance of 1351.89 feet a point in the common line of said Tract 1 and said RPI-P2A Partnership tract, and continuing for a total distance of 1,579.19 feet to a point at the most Southerly corner of a Boundary Line Agreement recorded in Document No. 2006102847, Deed Records, Tarrant County, Texas;

THENCE Northerly and Easterly, along the lines of said Boundary Line Agreement, the following twenty-seven (27) courses and distances:

North 17 degrees 58 minutes 41 seconds East, a distance of 278.70 feet to a point for corner;

North 01 degrees 38 minutes 28 seconds East, a distance of 190.86 feet to a point for corner;

North 11 degrees 37 minutes 39 seconds East, a distance of 163.43 feet to a point for corner;

North 47 degrees 55 minutes 52 seconds East, a distance of 192.93 feet to a point for corner;

South 88 degrees 12 minutes 56 seconds East, a distance of 139.55 feet to a point for corner;

South 81 degrees 37 minutes 44 seconds East, a distance of 143.11 feet to a point for corner;

North 88 degrees 02 minutes 58 seconds East, a distance of 261.75 feet to a point for corner;

North 85 degrees 17 minutes 39 seconds East, a distance of 89.08 feet to a point for corner;

North 61 degrees 29 minutes 04 seconds East, a distance of 125.04 feet to a point for corner;

North 40 degrees 01 minutes 31 seconds East, a distance of 287.20 feet to a point for corner;

North 44 degrees 55 minutes 48 seconds East, a distance of 245.57 feet to a point for corner;

North 25 degrees 29 minutes 17 seconds East, a distance of 222.75 feet to a point for corner;

North 14 degrees 55 minutes 59 seconds East, a distance of 425.83 feet to a point for corner;

North 31 degrees 51 minutes 34 seconds East, a distance of 220.08 feet to a point for corner;

North 31 degrees 19 minutes 46 seconds East, a distance of 127.39 feet to a point for corner;

North 15 degrees 26 minutes 15 seconds East, a distance of 103.23 feet to a point for corner;

North 04 degrees 14 minutes 17 seconds East, a distance of 86.39 feet to a point for corner;

North 19 degrees 09 minutes 00 seconds West, a distance of 68.81 feet to a point

for corner;

North 19 degrees 00 minutes 57 seconds East, a distance of 71.63 feet to a point for corner;

North 71 degrees 19 minutes 54 seconds East, a distance of 79.91 feet to a point for corner;

South 76 degrees 28 minutes 07 seconds East, a distance of 221.73 feet to a point for corner;

North 88 degrees 37 minutes 19 seconds East, a distance of 92.92 feet to a point for corner;

North 68 degrees 35 minutes 11 seconds East, a distance of 82.77 feet to a point for corner;

North 60 degrees 49 minutes 17 seconds East, a distance of 44.03 feet to a point for corner;

North 75 degrees 04 minutes 08 seconds East, a distance of 78.77 feet to a point for corner;

South 88 degrees 19 minutes 06 seconds East, a distance of 88.90 feet to a point for corner;

North 75 degrees 46 minutes 12 seconds East, a distance of 421.27 feet to a 1 1/4 inch iron rod found at the most Northerly corner of said Boundary Line Agreement and the most Northerly corner of said 10.81 acre tract;

THENCE South 28 degrees 33 minutes 28 seconds West, leaving the lines of said Boundary Line Agreement, passing at a distance of 85.11 feet the Northeast corner of said Tract 1, and continuing along the East line of said Tract 1 for a total distance of 576.09 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the most Westerly Northwest corner of said Tract 2;

THENCE along the Northerly line of said Tract 2, the following sixteen (16) courses and distances:

North 66 degrees 50 minutes 28 seconds East, a distance of 56.40 feet to 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 54 degrees 01 minutes 28 seconds East, a distance of 240.80 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 34 degrees 58 minutes 28 seconds East, a distance of 89.96 feet to a 1/2 inch

iron rod with a red washer stamped "BUSH SURVEYING, INC." found at the North corner of said Tract 2;

South 01 degrees 34 minutes 37 seconds East, a distance of 30.00 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found;

South 06 degrees 44 minutes 01 seconds West, a distance of 152.81 feet to a 1/2 inch iron rod found for corner;

South 56 degrees 23 minutes 37 seconds West, a distance of 133.82 feet to a 1/2 inch iron rod found for corner;

South 42 degrees 53 minutes 45 seconds West, a distance of 199.49 feet to a 1/2 inch iron rod found for corner;

South 28 degrees 00 minutes 15 seconds West, a distance of 59.28 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 24 degrees 18 minutes 04 seconds East, a distance of 82.17 feet to a 1/2 inch iron rod found for corner;

South 54 degrees 38 minutes 26 seconds East, a distance of 313.48 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 55 degrees 23 minutes 59 seconds East, a distance of 224.17 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 50 degrees 06 minutes 49 seconds East, a distance of 375.05 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found for corner;

South 60 degrees 23 minutes 31 seconds East, a distance of 244.45 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found for corner;

South 55 degrees 02 minutes 31 seconds East, a distance of 242.22 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found for corner;

South 57 degrees 13 minutes 31 seconds East, a distance of 446.11 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 59 degrees 45 minutes 42 seconds East, a distance of 56.90 feet to a 1/2 inch iron rod found for corner at a wood fence corner post;

THENCE Southerly, along the East line of said Tract 2, the following three (3) courses

and distances:

South 29 degrees 51 minutes 44 seconds West, a distance of 813.38 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 65 degrees 24 minutes 31 seconds West, a distance of 340.98 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 27 degrees 07 minutes 37 seconds West, a distance of 120.12 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found at the most Northwest corner of said Tract 6;

THENCE leaving the East line of said Tract 2 and along the East line of said Tract 6, the following three (3) courses and distances:

South 65 degrees 24 minutes 31 seconds East, a distance of 9.99 feet to a 1/2 inch iron rod found at the Northeast corner of said Tract 6;

South 27 degrees 07 minutes 37 seconds West, a distance of 50.05 feet to a 1/2 inch iron rod found at the most Southeast corner of said Tract 6;

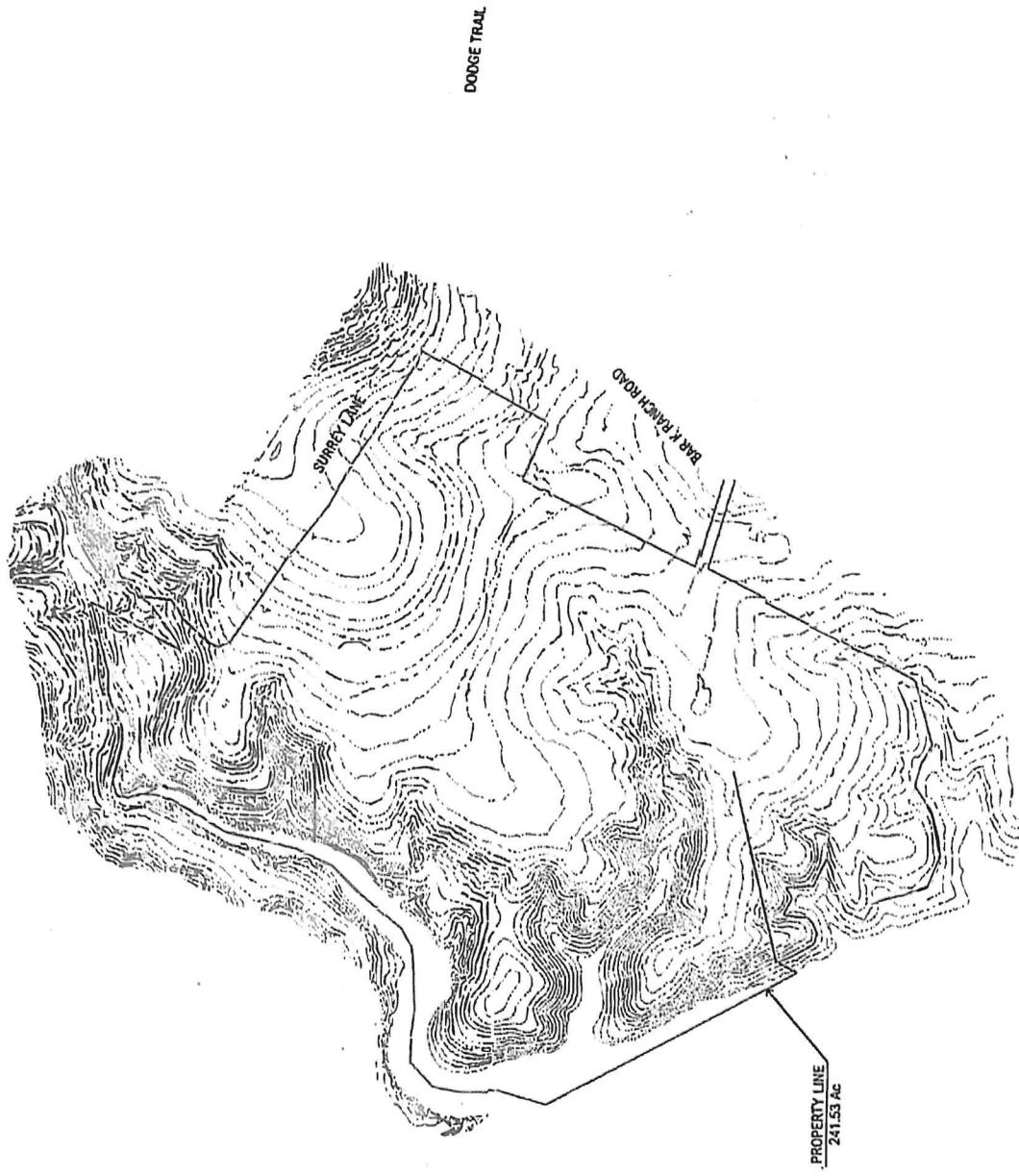
North 65 degrees 24 minutes 31 seconds West, a distance of 9.99 feet to a 1/2 inch iron rod found in the East line of said Tract 2 at the Southwest corner of said Tract 6;

THENCE South 27 degrees 07 minutes 37 seconds West, along the East line of said Tract 2, a distance of 926.23 feet to the **POINT OF BEGINNING** and containing 241.541 acres of land, more or less.

EXHIBIT B

Proposed District Map

EXHIBIT B



2020 Aerial - Lake Elevation: 670 feet

VENTANA

TURNBACK RANCH
PUBLIC IMPROVEMENT DISTRICT



TAX CERTIFICATE
Bruce Elfant
Travis County Tax Assessor-Collector
P.O. Box 1748
Austin, Texas 78767
(512) 854-9473

NO 2293155

ACCOUNT NUMBER: 01-8387-0105-0000

PROPERTY OWNER:

TURNBACK DEVELOPMENT L.L.C.

PROPERTY DESCRIPTION:

ABS 286 SUR 153 FEHRANKAMP C D ABS
2291 SUR 201 T & M C R R CO ACR 2
41.5410

ACRES 241.5410 MIN% .000000000000 TYPE

SITUS INFORMATION: F M RD 1431

This is to certify that after a careful check of tax records of this office, the following taxes, delinquent taxes, penalties and interests are due on the described property of the following tax unit(s):

YEAR	ENTITY	TOTAL
2021	TRAVIS COUNTY	*ALL PAID*
	TRAVIS COUNTY ESD #7	*ALL PAID*
	LAGO VISTA ISD	*ALL PAID*
	TRAVIS CENTRAL HEALTH	*ALL PAID*
	TRAVIS COUNTY ESD #1	*ALL PAID*
	CITY OF LAGO VISTA	*ALL PAID*
TOTAL SEQUENCE 0		*ALL PAID*
TOTAL TAX:		*ALL PAID*
UNPAID FEES:		* NONE *
INTEREST ON FEES:		* NONE *
COMMISSION:		* NONE *
TOTAL DUE ==>		*ALL PAID*

TAXES PAID FOR YEAR 2021 \$68,936.59

ALL TAXES PAID IN FULL PRIOR TO AND INCLUDING THE YEAR 2021 EXCEPT FOR UNPAID YEARS LISTED ABOVE.

The above described property may be subject to special valuation based on its use, and additional rollback taxes may become due. (Section 23.55, State Property Tax Code).

Pursuant to Section 31.08 of the State Property Tax Code, there is a fee of \$10.00 for all Tax Certificates.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS DATE OF 05/03/2022

Fee Paid: \$10.00

Bruce Elfant
Tax Assessor-Collector

By: Bruce Elfant

TURNBACK DEVELOPMENT, L.L.C.

The property locally known as Turnback Ranch in Lago Vista is owned by Turnback Development, L.L.C. which collaborates with Ventana Capital to create successful community projects.

OUR EXPERTISE

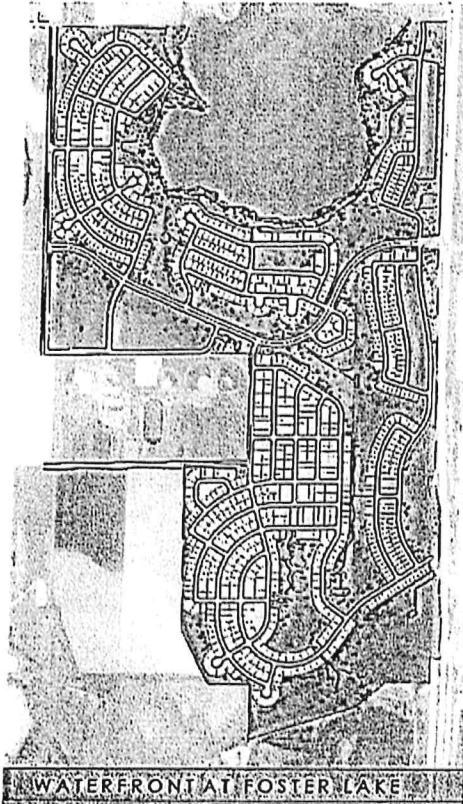
Ventana Capital is a real estate investment and land development company with land holdings along the front range of Colorado from Colorado Springs to Fort Collins. The majority of the development properties are residential communities ranging in size from 50 acres to over 1,000 acres with 100 to 2,000 single family detached lots, with opportunities for commercial development to complement the residential. Ventana prides itself on the achievement of difficult entitlement approvals for development properties that require creative solutions to formidable design obstacles. Comprehensive summary of development properties is available at www.ventanacap.com and a brief example attached.

OUR TEAM

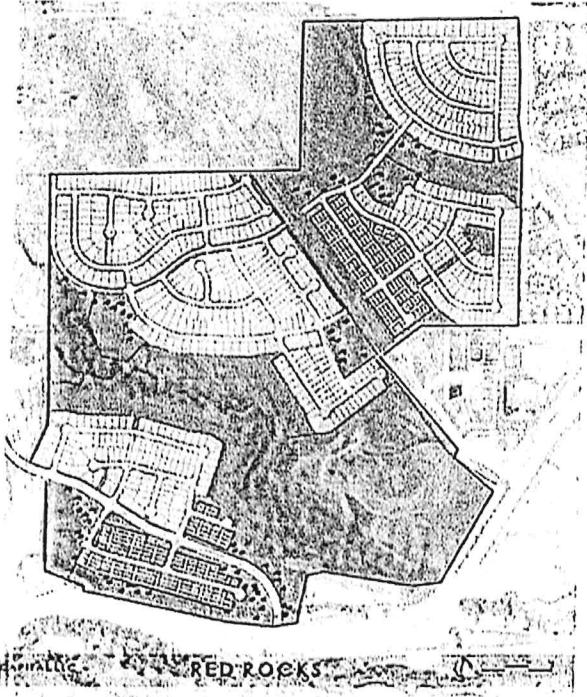
The principal of Turnback Development, L.L.C. is Gary Tharaldson. Darwin Horan and Andy Trietley with Ventana Capital manage the entitlement and development of the property. A summary of each team member's experience and expertise is attached.

DEVELOPMENT PROPERTIES

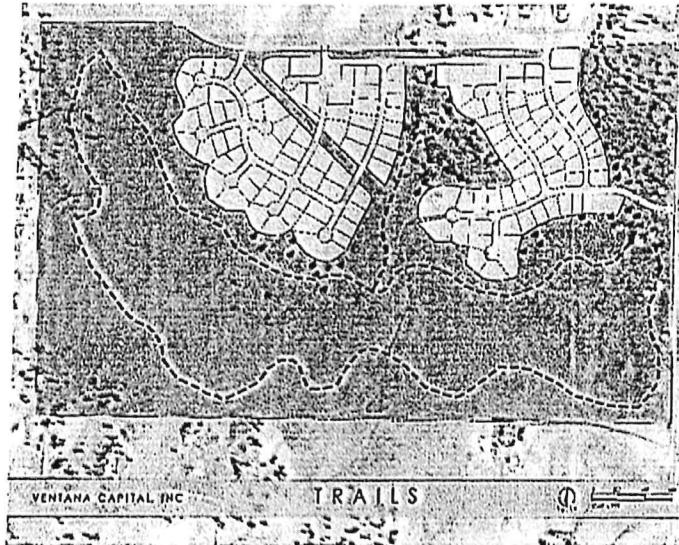
THE WATERFRONT AT FOSTER LAKE
595 ACRES



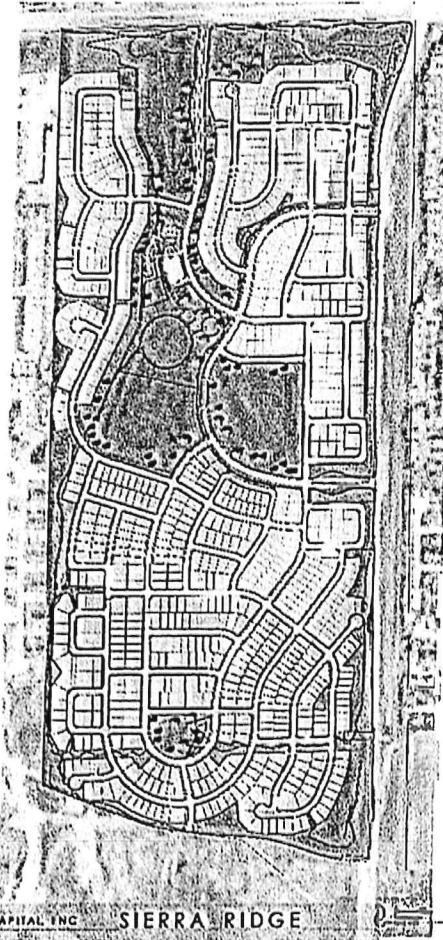
RED ROCKS RANCH
345 ACRES



TRAILS
290 ACRES



SIERRA RIDGE
314 ACRES



THE TEAM



Gary Tharaldson, principal of Turnback Development, L.L.C. and the founder of Tharaldson Hospitality Management, began his hospitality career by purchasing his first hotel in Valley City, N.D., in 1982. After the purchase, Gary began building hotels in regional markets. In 1987, he sold nine Super 8 motels for a net profit of over \$5 million.

After the sale, he continued to acquire and build hotels, eventually exceeding 350 total properties and earning himself a spot on the Forbes 400 list of richest people in America in 1997. In 2006, Tharaldson sold 140 hotels to Whitehall Global Real Estate (WGR) for approximately \$1.25 billion. Prior to the sale, Tharaldson's company was the largest hotel company in the United States.

Tharaldson has appeared in a number of national publications. In 2010, he was given the first Hunter Conference Award for Excellence and Inspiration, an award created to celebrate an owner "who has exemplified high standards in leadership, citizenship and innovation and who has been an inspiration to the industry," according to Hotel Business magazine.

Gary and his companies currently own 80 operating hotels, and he continues to develop new properties nationwide.



Darwin Horan, President and CEO of Ventana Capital, Inc. has over 25 years of experience in the home building and land development industry. He currently controls over 2,500 acres of land, 170,000 square feet of commercial buildings, over \$200 million of assets and has 7 subdivisions underway, making Ventana Capital's real estate portfolio one of the largest in Colorado.

Darwin's extensive experience includes entitlement of over 35,000 lots, development of more than 20,000 lots and construction of over 15,000 attached and detached single family homes. He has formed numerous financial districts with a bonding capacity of over \$170 million. In addition to his widespread real estate background, Darwin's portfolio has also grown to include oil and gas, commercial and residential property management, real estate brokerage, construction, water storage development, metropolitan district formation, self-storage facilities and other diverse strategic partnerships within other markets. Prior to forming Ventana Capital, Inc. Darwin was President of the North Division of Writer Homes and was also President of the Denver Division for D.R. Horton, the largest home builder in the State of Colorado.

Darwin is a strong supporter of the community and has donated generously to local schools and nonprofit organizations as well as coaching for numerous children's sports teams. He has served on multiple metropolitan districts and boards including Coaches of Excellence, City Council, Castle Pines North, Castle Pines Parks Authority and Mayor Webb's Oversight Committee and was given the Fellowship of Christian Athletes Lifetime Achievement. Darwin continues to be one of the most seasoned and respected members of the Colorado development community and one of its most prominent leaders. Darwin is

strong role in County growth and development.



Andrew Trietley joined Ventana Capital in Dec 2015 as an Asset Manager. Andy has over 14 years of managing land acquisition, entitlements, and development along the Colorado Front Range, and more than 20 years in various leadership and project management roles. During many of his years in Colorado real estate, he directed the land activities for two large homebuilders. Andy has acquired, entitled, and developed more than 10,000 residential lots in Colorado. Just prior to joining Ventana, Andy grew a national homebuilder's Colorado business from 6 active communities to more than 30 in less than 3 years. Along with his expertise in land, Andy has broad experience in the formation, funding, and operation of special improvement districts.

In addition to working for homebuilders, over the past decade Andy formed a real estate consulting firm, and was a partner in founding two other real estate investment companies that managed over \$10 million in sales. Andy held roles consulting in the defense against construction defect litigation and negotiating site acquisitions for the wireless industry. Prior to entering real estate in Colorado, he served as a project manager within the R&D Division for Corning Incorporated in upstate New York.

Andy served with distinction as an officer in the United States Army after college, and was honorably discharged as a captain. He holds a BS in Civil Engineering from Bucknell University in Pennsylvania, where he also played Division I lacrosse. Andy gives back significant hours to the community as a year-round youth lacrosse coach.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(s) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA	CONTACT NAME: PHONE (AC. No. Ext): (866) 283-7122 FAX (AC. No.): 800-363-0103 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED	INSURER A: Liberty Mutual Fire Ins Co 23035
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570084784572

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAYMENT CLAIMS.

Limits shown are as requested

INSR TYPE	TYPE OF INSURANCE	ADOL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				12/31/2021	12/31/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrences) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	GENL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						
AUTOMOBILE LIABILITY	ANY AUTO OWNED AUTOS ONLY Hired AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ex accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UNINSERIALIZED EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE AGGREGATE
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in ND) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTM EL. EACH ACCIDENT EL. DISEASE-Ex EMPLOYEE EL. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS /LOCATIONS /VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured includes: Turn back development, LLC, 4520 36th Ave. S., Fargo, ND 58103. RE: Vacant Land at Mahogany (Turn Back Ranch) End of Dodge Trail, Lago Vista, Texas.

Holder Identifier:

Certificate No.: 570084784572

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc