

Whitecap Public Improvement District No. 1

FINAL SERVICE AND ASSESSMENT PLAN

2/20/2024



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

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INTRODUCTION

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

The City Council passed and approved Resolution No. 032761 authorizing the establishment of the District on May 17, 2022 in accordance with the PID Act, and recorded such Resolution in the real property records of Nueces County, Texas, as Instrument No. 2022024701 on May 20 2022, and such authorization was effective upon approval of the Resolution in accordance with the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 242.011 acres located within the corporate limits of the City, as described by the legal description on **Exhibit J-1** and depicted on **Exhibit A-1**.

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

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

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

SECTION I: DEFINITIONS

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

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

“Additional Interest Rate” means the 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act. The Additional Interest Rate is not charged on Assessments securing any reimbursement obligation for which no PID Bonds are issued.

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

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

and (9) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

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

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

“Assessment” means an assessment levied against Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Assessed Property or reduction according to the provisions herein and in the PID Act.

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

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

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

“Authorized Improvements” means the improvements authorized by Section 372.003 of the PID Act, including the Common to All Improvements, the Improvement Area #1 Improvements, Bond Issuance Costs, and deposit to administrative fund, and described in **Sections III.A, Section III.B, Section III.C, and Section III.D** as further depicted on **Exhibits G-1 and G-2**.

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

“**City**” means the City of Corpus Christi, Texas.

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

“**Common to All Improvements**” means those certain Authorized Improvements that confer a special benefit to all of the property within the District, excluding Non-Benefited Property. The Common to All Improvements includes the Initial Common to All Improvements as well as future improvements that are to be determined and identified in future updates to this Service and Assessment Plan.

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

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

“**Developer**” means Ashlar Interests, LLC and any successors or assigns thereof, engaged by the Owner to develop the property in the District for the ultimate purpose of transferring title to end users.

“**Development Agreement**” means the *Development Agreement – Whitecap North Padre Island* by and between the Developer and the City related to the development of property within the PID, as the same may be amended from time to time.

“**District**” means the Whitecap Public Improvement District No. 1 containing approximately 242.011 acres located within the corporate limits of the City, and more specifically described in **Exhibit J-1** and depicted on **Exhibit A-1**.

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

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

“**Estimated Buildout Value**” means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Developer and confirmed by the City Council, by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports

from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E**.

“Improvement Area #1” means approximately 55.9022 acres located within the District, more specifically described in **Exhibit J-2** and depicted on **Exhibit A-2**.

“Improvement Area #1 Annual Installment” means the Annual Installment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #1; and (4) Additional Interest related to any series of PID Bonds secured by all or a portion of the Improvement Area #1 Assessment, if applicable.

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

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

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

“Improvement Area #1 Authorized Improvements” means collectively, (1) the Improvement Area #1 Improvements; (2) Improvement Area #1’s share of the Initial Common to All Improvements; (3) the first year’s Annual Collection Costs related Improvement Area #1; and (4) Bond Issuance Costs incurred in connection with the issuance of any series of PID Bonds secured by all or a portion of the Improvement Area #1 Assessment, if applicable.

“Improvement Area #1 Improvements” means the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property, as further described in **Section III.A** and depicted on **Exhibit G-2**.

“Improvement Area #1 Initial Parcel” means all of the Improvement Area #1 Assessed Property against which the entire Improvement Area #1 Assessment is levied, as shown on the Improvement Area #1 Assessment Roll.

“Improvement Area #1 Reimbursement Obligation” means the amount shown on **Schedule I** secured by Improvement Area #1 Assessments to be paid to the Developer under the Reimbursement Agreement. The Annual Installments for the Improvement Area #1 Reimbursement Obligation are shown on **Exhibit I**. If the City issues one or more series of PID Bonds secured by Improvement Area #1 Assessments, then the net proceeds of such PID Bonds shall be used to refinance all or a portion of the outstanding Improvement Area #1 Reimbursement Obligation.

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

“Initial Common to All Improvements” means the Common to All Improvements installed with Improvement Area #1, as further described in **Section III.B.** and depicted on **Exhibit G-1**.

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

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. lot size, home product, Estimated Buildout Value, etc.), as determined by the Administrator and confirmed by the City Council. 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 provided by the Developer, and confirmed by the City Council, as shown on **Exhibit H**.

“Lot Type 1” means a Lot within Improvement Area #1 marketed to homebuilders as a Villa Lot. The buyer disclosure for Lot Type 1 is attached as **Appendix B-2**.

“Lot Type 2” means a Lot within Improvement Area #1 marketed to homebuilders as a Villa + Lot. The buyer disclosure for Lot Type 2 is attached as **Appendix B-3**.

“Lot Type 3” means a Lot within Improvement Area #1 marketed to homebuilders as a Standard Lot. The buyer disclosure for Lot Type 3 is attached as **Appendix B-4**.

“Lot Type 4” means a Lot within Improvement Area #1 marketed to homebuilders as a Standard + Lot. The buyer disclosure for Lot Type 4 is attached as **Appendix B-5**.

“Lot Type 5” means a Lot within Improvement Area #1 marketed to homebuilders as a Medium Lot. The buyer disclosure for Lot Type 5 is attached as **Appendix B-6**.

“Lot Type 6” means a Lot within Improvement Area #1 marketed to homebuilders as a Medium + Lot. The buyer disclosure for Lot Type 6 is attached as **Appendix B-7**.

“Lot Type 7” means a Lot within Improvement Area #1 marketed to homebuilders as a Large + Lot. The buyer disclosure for Lot Type 7 is attached as **Appendix B-8**.

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

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council, and are not assessed.

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

“Owner” or **“Owners”** means Diamond Beach Holdings, LLC and any successors or assigns thereof.

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

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

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

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

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

“Preserve” means approximately 4.64 acres located within the District more specifically described in **Exhibit J-3** and depicted on **Exhibit A-3**. The Preserve is the location of all Common to All Improvements, and is considered Non-Benefited Property.

“Private Improvements” means improvements required to be constructed by the Developer that are not Authorized Improvements but are required to reach final Lot completion.

“Reimbursement Agreement” means that certain “PID Reimbursement Agreement Whitecap Public Improvement District,” effective [REDACTED] entered into by and between the City and Developer in which: (1) the Developer on behalf of the Owner agrees to construct the Authorized Improvements, including the Common to All Improvements and Improvement Area #1 Improvements, and to fund certain Actual Costs of Authorized Improvements; (2) the City agrees to reimburse the Developer for Actual Costs of the Authorized Improvements solely from the revenue collected by the City from Assessments, including Annual Installments thereof, and/or from the net proceeds of PID Bonds, if issued; and (3) provides for the terms of payment of principal plus interest on each Reimbursement Obligation shown on **Schedule I**.

“Reimbursement Obligation” means a reimbursement obligation, including but not limited to the Improvement Area #1 Reimbursement Obligation, related to Actual Costs of Authorized Improvements to be paid to the Developer under the terms of the Reimbursement Agreement. Each Reimbursement Obligation shall be set forth on **Schedule I** attached to this Service and Assessment Plan, and will be updated at the adoption of each Assessment Ordinance. **Schedule I** will be updated as part of the update to this Service and Assessment Plan (1) each time the City levies an Assessment, (2) when PID Bonds are issued, or (3) with each Annual Service Plan Update to reflect annual principal paid with Annual Installments collected.

“Remainder Area” means approximately 181.4688 acres located within the District and entirely outside of Improvement Area #1 and the Preserve, and depicted on **Exhibit A-4**, to be developed as one or more future improvement areas.

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

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

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

SECTION II: THE DISTRICT

The District includes approximately 242.011 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit J-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 620 Lots developed with single-family homes, and 50.3 acres of commercial space.

Improvement Area #1 includes approximately 55.9022 acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit J-2** and depicted on **Exhibit A-2**. Improvement Area #1 is preliminarily platted and includes 199 Lots developed with single-family homes (19 single-family homes that are on Lots classified as Lot Type 1, 47 single-family homes that are on Lots classified as Lot Type 2, 9 single-family homes that are on Lots classified as Lot Type 3, 93 single-family homes that are on Lots classified as Lot Type 4, 15 single-family homes that are on Lots classified as Lot Type 5, 9 single-family homes that are on Lots classified as Lot Type 6, and 7 single-family homes that are on Lots classified as Lot Type 7.) Final platting will be completed when infrastructure is dedicated to the City.

The Remainder Area includes approximately 181.4688 contiguous acres located within the corporate limits of the City, the boundaries of which are depicted on **Exhibit A-4**. Development of the Remainder Area is anticipated to include approximately 421 Lots developed with single-family homes and 50.3 acres of commercial space.

SECTION III: AUTHORIZED IMPROVEMENTS

Based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City or maintained by the owner's association. The budget for the Authorized Improvements is shown on **Exhibit B**. As the Remainder Area is subdivided into future improvement areas, the costs of the Authorized Improvements, including additional Common to All Improvements that specially benefit such future improvement areas, will be determined and identified in updates to this Service and Assessment Plan when Assessments relating to Authorized Improvements benefitting such future improvement areas are levied.

A. Initial Common to All Improvements

- *Preserve*

Preserve Improvements – Improvements within or relating to the approximate 4.64 acre

public park and open space to be known as the “Preserve” including installation of entryway monuments, signage, lighting, hardscape, screening walls, trails, sidewalks, pathways, playgrounds, furnishings, and irrigation systems. The Preserve Improvements will benefit all property within the District and will be owned by the City and maintained by one or more owner’s associations as set forth in the Development Agreement.

- *Soft Costs*

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

B. Improvement Area #1 Improvements

- *Streets*

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

- *Drainage*

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

- *Water*

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

- *Wastewater*

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

- *Soft Costs*

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

C. Bond Issuance Costs

- *Debt Service Reserve Fund*

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

- *Capitalized Interest*

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

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds.

- *Costs of Issuance*

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

D. Other Costs

- *Deposit to Administrative Fund*

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

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan is also

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

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements and Private Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update to show the amount required to fund the required reserves and to reflect any budget revisions at the time the PID Bonds are issued.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council 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 City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the City Council may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

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

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

A. Assessment Methodology

Acting in its legislative capacity and based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the

City Council has determined that the costs related to the Authorized Improvements shall be allocated as follows:

- The costs of the Improvement Area #1 Authorized Improvements shall be allocated to each Parcel within Improvement Area #1 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property. Currently, the Improvement Area #1 Initial Parcel is the only Parcel within Improvement Area #1, and as such, the Improvement Area #1 Initial Parcel is allocated 100% of the Improvement Area #1 Authorized Improvements.
- The costs of the Initial Common to All Improvements shall be allocated to Improvement Area #1 and the Remainder Area based upon the acreage of each Parcel or Assessed Property within Improvement Area #1 and the Remainder Area, as applicable, to the total acreage of Improvement Area #1 and the Remainder Area. The Remainder Area is allocated 76.45% of the Initial Common to All Improvements costs, and Improvement Area #1 is allocated 23.55% of the Initial Common to All Improvements costs. The Remainder Area and Improvement Area #1's shares of the Initial Common to All Improvement costs are illustrated in **Exhibit B**.

B. Assessments

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

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

C. Findings of Special Benefit

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

- *Improvement Area #1*
 - The costs of the Improvement Area #1 Authorized Improvements equal \$31,943,908 as shown on **Exhibit B**;

- The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Authorized Improvements equal to or greater than the Actual Cost of the Improvement Area #1 Authorized Improvements;
- The Improvement Area #1 Initial Parcel will be allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Authorized Improvements, which equals \$23,856,000 as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F-1**;
- The special benefit (\$31,943,908) received by the Improvement Area #1 Initial Parcel from the Improvement Area #1 Authorized Improvements is equal to or greater than the amount of the Improvement Area #1 Assessment (\$23,856,000) levied on the Improvement Area #1 Initial Parcel for the Improvement Area #1 Authorized Improvements; and
- At the time the City Council approved the Service and Assessment Plan, the Owner owned 100% of the Improvement Area #1 Initial Parcel. In a landowner consent certificate executed by the Owner and filed with the County Clerk of the County, the Owner acknowledged that the Improvement Area #1 Authorized Improvements confer a special benefit on the Improvement Area #1 Initial Parcel and consented to the imposition of the Improvement Area #1 Assessment to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) the Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Initial Parcel.

D. Annual Collection Costs

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

E. Interest

The interest on the Improvement Area #1 Assessment securing the Improvement Area #1 Reimbursement Obligation shall be collected at the rates in the Assessment Ordinance and as depicted on Schedule I attached hereto as part of the Improvement Area #1 Annual Installment,

and will not include Additional Interest unless and until PID Bonds secured by the Improvement Area #1 Assessments are issued. If and when such PID Bonds are issued, the rate calculated will match the rate on the PID Bonds, plus Additional Interest, but in no instance will the Assessment on any Assessed Property be increased.

SECTION VI: TERMS OF THE ASSESSMENTS

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

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Developer, relying on information from homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Values for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, and Lot Type 7 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates but **Exhibit E** may be updated in future Annual Service Plan Updates to account for additional Lot Types. The calculation as confirmed by the City Council shall be conclusive and binding.

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 the Annual Service Plan Update immediately following such reallocation.

2. Upon Subdivision by a Recorded Subdivision Plat

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

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

Prior to the recording of a subdivision plat, the Developer shall provide the City 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 Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Values for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6 and Lot Type 7 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

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 the Annual Service Plan Update immediately following such reallocation.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated into a single Lot or Parcel, 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 City Council in the next Annual Service Plan Update immediately following such consolidation. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.C.**

B. Mandatory Prepayment of Assessments

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

C. True-Up of Assessments if Maximum Assessment Exceeded at Plat

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment for that Lot Type, then (1) the Assessment applicable to each Lot Type shall each be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City, or cause to be paid to the City, the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the final plat. The City’s approval of a plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such amounts. At no time shall the aggregate Assessments for any Lot exceed the Maximum Assessment.

D. Reduction of Assessments

If as a result of cost savings or the failure to construct all or a portion of an Authorized Improvement the Actual Costs of any Authorized Improvements are less than the Assessments,

then (i) in the event PID Bonds have not been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the City Council shall reduce each Assessment on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that PID Bonds have been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the Trustee shall apply amounts on deposit in the applicable account of the project fund created under the Indenture relating to such series of PID Bonds that are not expected to be used for the purposes of the project fund as directed by the City pursuant to the terms of such Indenture. Such excess PID Bond proceeds may be used for any purpose authorized by such Indenture. The Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

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

E. Prepayment of Assessments

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

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

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

For purposes of Prepayments, the Improvement Area #1 Reimbursement Obligation is and will remain subordinated to any PID Bonds secured by the Improvement Area #1 Assessments issued to refinance all or a portion of the Improvement Area #1 Reimbursement Obligation.

F. Payment of Assessment in Annual Installments

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

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the Parcel not including any Non-Benefited Property, as shown by the Nueces Central Appraisal District for each tax parcel identification number.

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

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

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments

so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments of the Improvement Area #1 Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2025.

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

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

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

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

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

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

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

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

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

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any

Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council's approval of the calculation. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

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

C. Administration and Interpretation

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

D. Form of Buyer Disclosure/Filing Requirements

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the

District. The buyer disclosures are attached hereto as **Appendix B**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance of this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service an Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

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

SCHEDULE AND EXHIBITS

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

Schedule I	Reimbursement Obligations
Exhibit A-1	Map of the District
Exhibit A-2	Plats of Improvement Area #1
Exhibit A-3	Map of the Preserve
Exhibit A-4	Map of Remainder Area
Exhibit A-5	Lot Type Classification Map
Exhibit B	Project Costs
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F-1	Improvement Area #1 Assessment Roll
Exhibit F-2	Improvement Area #1 Annual Installments
Exhibit G-1	Maps of Initial Common to All Improvements
Exhibit G-2	Maps of Improvement Area #1 Improvements
Exhibit H	Form of Notice of Assessment Termination
Exhibit I	Annual Installments for Improvement Area #1 Reimbursement Obligation
Exhibit J-1	District Boundary Description
Exhibit J-2	Improvement Area #1 Boundary Description
Exhibit J-3	Remainder Area Boundary Description

SCHEDULE I

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

1. Improvement Area #1 Reimbursement Obligation

Original Principal Amount: \$ _____

- Interest Rate: Interest on any unpaid portion of the Improvement Area #1 Reimbursement Obligation shall be ____% provided; however, the Interest Rate at all times shall remain lower than or equal to the lesser of: (1) the interest rates on the City of Corpus Christi, Texas, Special Assessment Revenue Bonds, Series 2024 (Whitecap Public Improvement District No. 1 Improvement Area #1 Project), or (2) ____% based on the Bond Index Rate of ____% as the highest average index rate reported for the [NAME OF INDEX], a weekly bond index approved by the City Council of the City, in the month before the date the City approved the Assessment Ordinance levying the Improvement Area #1 Assessments which is the same date the obligation to pay the Improvement Area #1 Reimbursement Obligation was incurred.
- Date of Improvement Area #1 Assessment Ordinance Approval: Ordinance No. _____ approved on [____, 20__] and recorded in the real property records of Nueces County, Texas on [____], 20__, as Document No. [_____].
- Payment Source: Solely from: (1) revenue derived from Improvement Area #1 Assessments collected by the City and deposited in accordance with the Reimbursement Agreement if no PID Bonds secured by Improvement Area #1 Assessments are levied, (2) net bond proceeds of PID Bonds secured by the Improvement Area #1 Assessments levied against the Improvement Area #1 Assessed Property shown on the Improvement Area #1 Assessment Roll attached as **Exhibit F-1** to this Service and Assessment Plan, or (3) a combination of (1) and (2).

APPENDICES

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

Appendix A	Engineer's Report
Appendix B	Buyer Disclosures

EXHIBIT A-1 – MAP OF THE DISTRICT

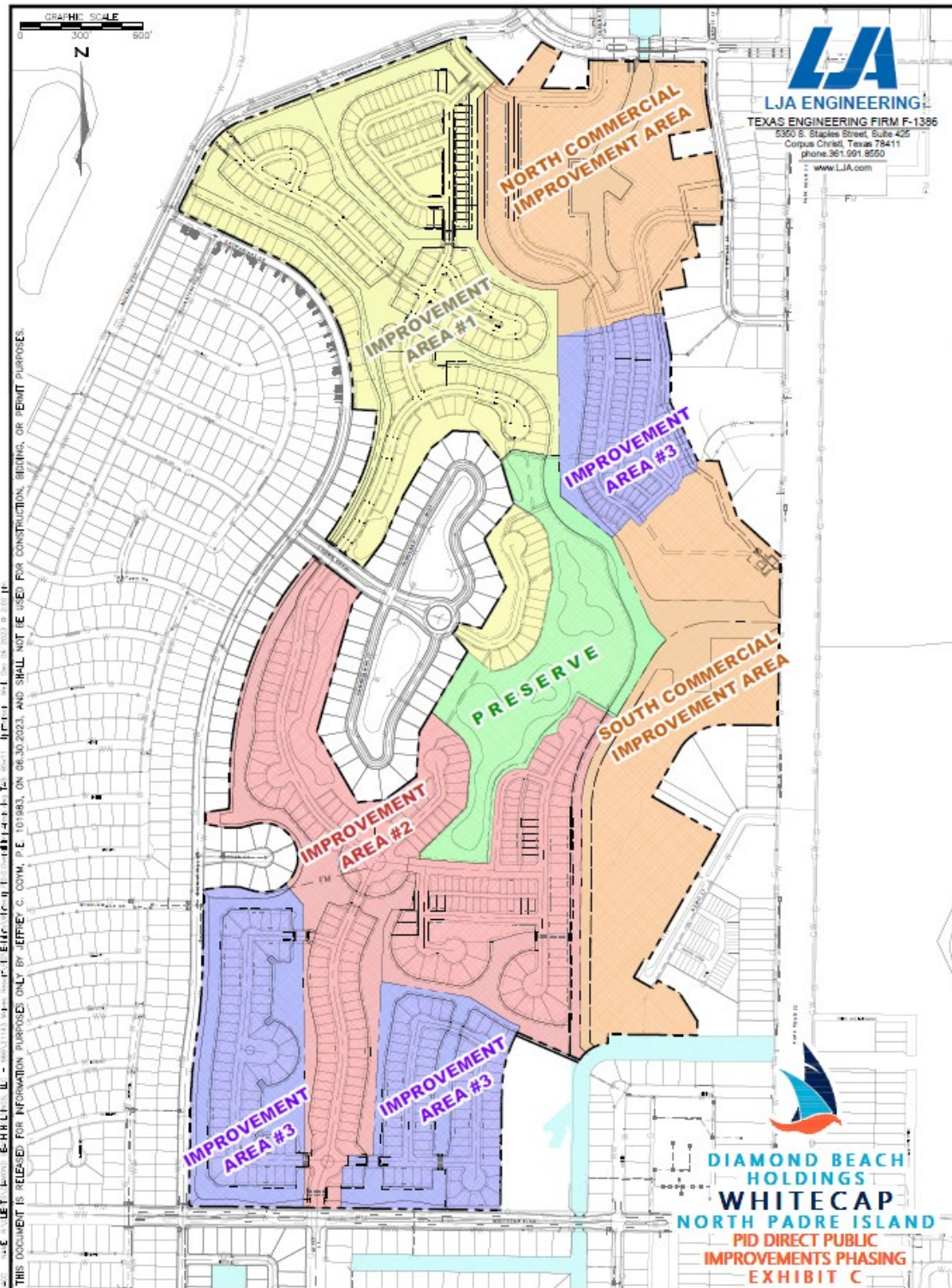


EXHIBIT A-2 – PLATS OF IMPROVEMENT AREA #1

STATE OF TEXAS
COUNTY OF NUECES

We, Diamond Beach Holdings, LLC, do hereby certify that we are the owner of the property referred to as WHITECAP NORTH PADRE ISLAND Unit 1A; that we have had said property surveyed and subdivided as shown; that streets shown are dedicated, in fee simple, to the public use forever; that easements as shown are dedicated to the public use for the installation, operation, and use of public utilities; and we adopt this plat for the purposes of description and dedication this ____ day of _____, 20____.

Diamond Beach Holdings, LLC
Jennifer Hoff, Vice President

STATE OF TEXAS
COUNTY OF NUECES

Before me, the undersigned authority, on this day personally appeared Jennifer Hoff, proved to me to be the person whose signature she made on the foregoing instrument of writing, and she acknowledged to me that she executed the same for the purposes and considerations therein expressed. Given under my hand and seal of office, this ____ day of _____, 20____.

Notary Public

STATE OF TEXAS
COUNTY OF NUECES

This final plat of the herein described property was approved on behalf of the City of Corpus Christi, Texas by the Planning Commission on the ____th day of _____, 20____.

Chairman

Secretary

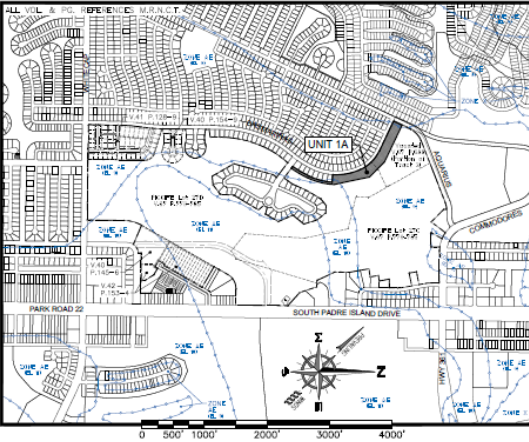
STATE OF TEXAS
COUNTY OF NUECES

This final plat of the herein described property was approved by the Department of Development Services of the City of Corpus Christi, Texas, this the ____ day of _____, 20____.

Bria Whitmire, P.E., C.F.M., C.P.M.
Development Services Engineer

Plat of
WHITECAP
NORTH PADRE ISLAND
Unit 1A
Page 1 of 2

BEING 5.608 ACRES OUT OF A PORTION OF TRACT 270 OF THE PADRE ISLAND – CORPUS CHRISTI ISLAND FAIRWAY ESTATES, HEREAFTER REFERRED TO AS P.I.C.C.I.F.E., LOTS 270 AND 270, A MAP OF WHICH IS RECORDED IN VOL. 67, PG. 779-785, MAP RECORDS, NUECES COUNTY, TEXAS, A PORTION OF P.I.C.C.I.F.E., BLOCKS 24-33, A MAP OF WHICH IS RECORDED IN VOL. 40, PG. 154-159, MAP RECORDS, NUECES COUNTY, TEXAS, A PORTION OF P.I.C.C.I.F.E., BLOCKS 43 & 44, A MAP OF WHICH IS RECORDED IN VOL. 42, PG. 10-11, MAP RECORDS, NUECES COUNTY, TEXAS, AND PORTIONS OF P.I.C.C.I.F.E., BLOCKS 34, 35, AND 36, A MAP OF WHICH IS RECORDED IN VOL. 40, PG. 183-184, MAP RECORDS, NUECES COUNTY, TEXAS, SAID BLOCKS 26, 35, 36, 43, 44, AND A PORTION OF BLOCK 34 NOW VACATED AS PER PLAT RECORDED IN VOL. 67, PG. 686, MAP RECORDS, NUECES COUNTY, TEXAS, SAID 5.608 ACRES ALSO BEING A PORTION OF TRACT 3 AS REFERENCED IN CORRECTION WARRANTY DEED, DOC. NO. 2018045542, OFFICIAL RECORDS, NUECES COUNTY, TEXAS, AND DESCRIBED BY METES & BOUNDS OF A 28.625 ACRE TRACT (TRACT 1), A 72.316 ACRE TRACT (TRACT 2), A 74.440 ACRE TRACT (TRACT 3), AND A 30.684 ACRE TRACT (TRACT 4), SAVE & EXCEPT 3.766 ACRES OF A 80-FOOT WIDE STREET TRACT, ALSO KNOWN AS 'AQUARIUS STREET RE-ALIGNMENT', RECORDED IN DOC. NO. 2011039226, OFFICIAL RECORDS, NUECES COUNTY, TEXAS.



ALL WELLS & P.O. UTILITIES MARKED ON THIS PLAN.

0 500' 1000' 2000' 3000' 4000'

NOTES

- TOTAL PLATTED AREA IS 5.608 ACRES (INCLUDES NAVIGABLE CHANNEL).
- FEMA MAP NUMBER 4835050755, OCTOBER 13, 2022 DESIGNATES THE ENTIRETY OF UNIT 1A AS ZONE AE WITH FLOOD ELEVATIONS 9 AND 10. AS SHOWN THIS SHEET, THE FINISH FLOOR ELEVATION OF RESIDENTIAL STRUCTURES MUST BE 1 FOOT ABOVE THE BASE FLOOD ELEVATIONS AS INDICATED ON THE FLOOD HAZARD BOUNDARY MAP AND IS FURTHER SUBJECT TO ADDITIONAL REGULATIONS CONTAINED IN THE CORPUS CHRISTI FLOOD HAZARD PREVENTION CODE.
- IN ADDITION TO THE REQUIREMENTS OF NOTE 2 ABOVE, THE FINISHED FLOOR ELEVATION MUST BE A MINIMUM OF 18 INCHES ABOVE THE ADJACENT TOP OF CURB.
- THE RECEIVING WATERS FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE LAGUNA MADRE. THE TDS HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE LAGUNA MADRE AS 'EXCEPTIONAL' AND 'TYPICAL WATERS'. TDS ALSO CATEGORIZED THE LAGUNA MADRE AS 'CONTACT RECREATION' USE.
- THE ENTIRE PROPERTY LIES WITHIN THE CITY LIMITS OF THE CITY OF CORPUS CHRISTI.
- DEVELOPMENT WITHIN THIS PROPERTY SHALL BE GENERALLY CONSISTENT WITH THE DEVELOPMENT PLAN DESCRIBED IN THE PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE 032890 AS APPROVED BY CITY COUNCIL, EFFECTIVE OCTOBER 24, 2022. DEVELOPMENT STANDARDS NOT ADDRESSED IN THE PUD DEVELOPMENT PLAN SHALL COMPLY WITH THE UNIFIED DEVELOPMENT CODE.
- THE YARD REQUIREMENT, AS INDICATED ON THE PLAT, IS IN ACCORDANCE WITH PUD ORDINANCE 032890, EFFECTIVE OCTOBER 24, 2022, AND THE UNIFIED DEVELOPMENT CODE (UDC) AND IS SUBJECT TO CHANGE AS THE ZONING WAY CHANGE ADJUSTS THE (5-FT) YARD LOC REQUIREMENTS APPLY (NOT SHOWN).
- EASEMENTS SHOWN ARE DEDICATED TO THE PUBLIC FOR THE INSTALLATION, OPERATION AND USE OF PUBLIC UTILITIES.
- ALL EASEMENTS BASED ON GLOBAL POSITIONING SYSTEM, TEXAS STATE PLANE NAD 83, TEXAS SOUTH ZONE 4203.
- THE OWNER OF EACH LOT IS RESPONSIBLE FOR STORM WATER POLLUTION PREVENTION PLAN PER TDS REQUIREMENTS.
- BLOCK 1, LOTS 2 AND 26 ARE PUBLIC PARKS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- BLOCK 1, LOT 27 IS A PRIVATE PARK TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- NO DRIVEWAY ACCESS SHALL BE PERMITTED TO AQUARIUS DRIVE.
- FRONT YARD REQUIREMENTS SHALL BE 10-FT AS NOTED ON THIS PLAT AND ON THE ENLARGED LOT PLANS THIS SHEET. FURTHER, NOTE THAT PRIVATE GARAGES, DETACHED OR ATTACHED, SHALL MAINTAIN A YARD OF 15-FT FROM DRIVEWAY ENTRANCE TO STREET RIGHT-OF-WAY, ALSO AS NOTED ON SAID ENLARGED LOT PLANS.

STATE OF TEXAS
COUNTY OF NUECES

I, Kara Sands, Clerk of the County Court in and for Nueces County, Texas, hereby certify that the foregoing map of WHITECAP NORTH PADRE ISLAND Unit 1A, dated the ____ day of _____, 20____, with its certificate of authentication was filed for record in my office this ____ day of _____, 20____, at ____ o'clock ____m, and duly recorded in Volume ____ Page(s) ____ Map Records of Nueces County, Texas. Witness my hand and seal of said court of office in Corpus Christi, Texas, this the ____ day of _____, 20____.

Document No. _____

Kara Sands, County Clerk
Nueces County, Texas

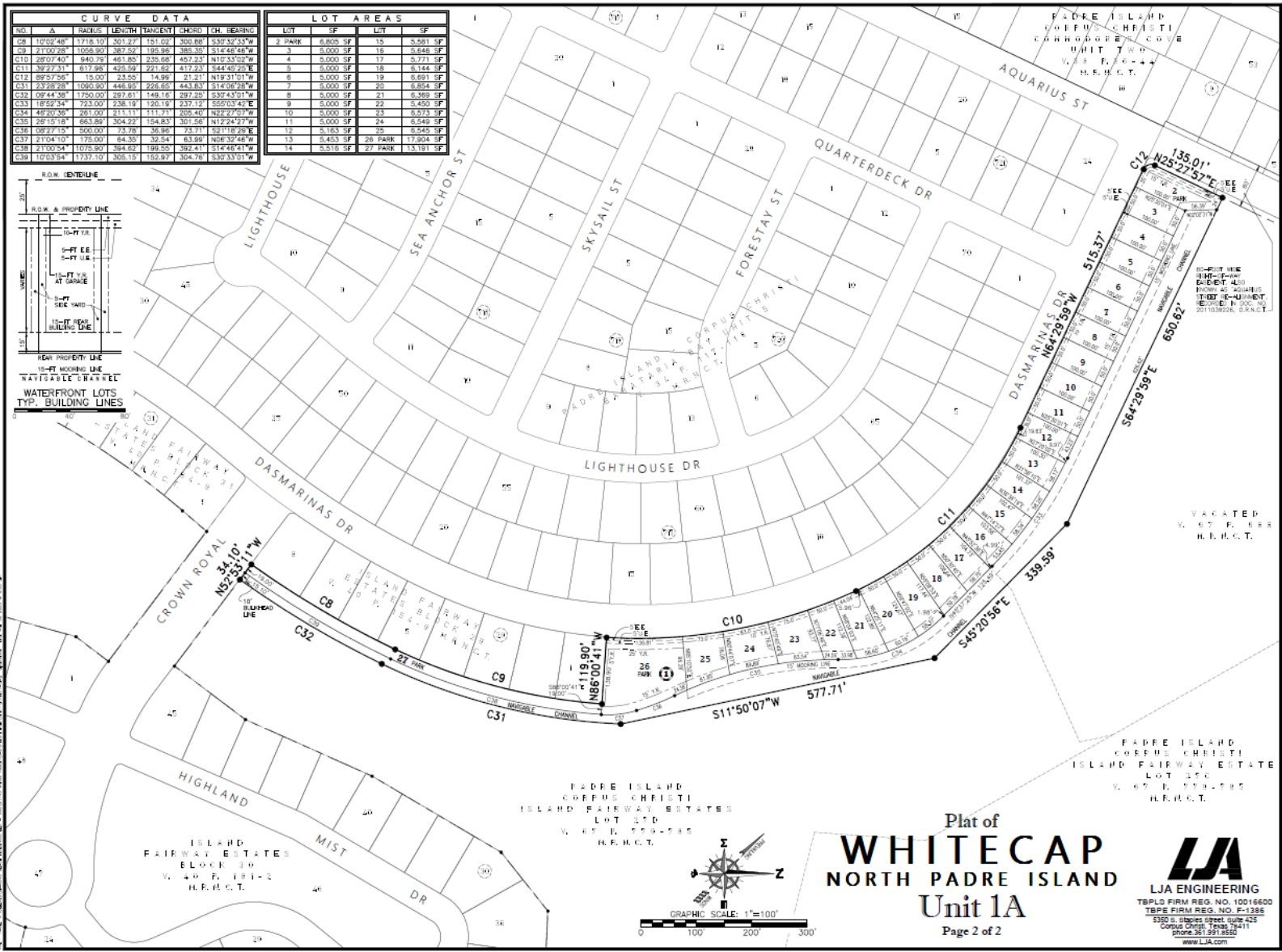
By: _____
Deputy

STATE OF TEXAS
COUNTY OF NUECES

I, Albert E. Franco Jr., a Registered Professional Land Surveyor, have prepared the foregoing map from survey made on the ground under my direction and is true and correct to the best of my knowledge, information and belief; I have been engaged under contract to set all Lot and Block corners as shown hereon and to complete such operations with due and reasonable diligence consistent with sound professional practice.

This the ____ day of _____, 20____.

Albert E. Franco Jr., R.P.L.S. #4471



STATE OF TEXAS
 COUNTY OF NUECES
 We, Diamond Beach Holdings, LLC, do hereby certify that we are the owner of the property referred to as WHITECAP NORTH PADRE ISLAND Unit 1B; that we have had said property surveyed and subdivided as shown; that streets shown are dedicated, in fee simple, to the public use forever; that easements as shown are dedicated to the public use for the installation, operation, and use of public utilities; and we adopt this plat for the purposes of description and dedication this ___ day of _____, 20__.

 Diamond Beach Holdings, LLC
 Jennifer Hoff, Vice President

STATE OF TEXAS
 COUNTY OF NUECES
 Before me, the undersigned authority, on this day personally appeared Jennifer Hoff, proven to me to be the person whose signature she made on the foregoing instrument of writing, and she acknowledged to me that she executed the same for the purposes and considerations therein expressed. Given under my hand and seal of office, this ___ day of _____, 20__.

 Notary Public

STATE OF TEXAS
 COUNTY OF NUECES
 This final plat of the herein described property was approved on behalf of the City of Corpus Christi, Texas by the Planning Commission on the ___th day of _____, 20__.

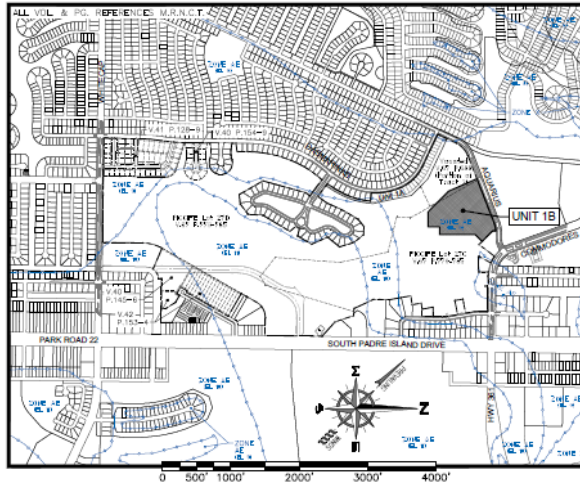
 Chairman Secretary

STATE OF TEXAS
 COUNTY OF NUECES
 This final plat of the herein described property was approved by the Department of Development Services of the City of Corpus Christi, Texas, this the ___ day of _____, 20__.

 Bria Whitmire, P.E., C.F.M., C.P.M.
 Development Services Engineer

Plat of
WHITECAP
 NORTH PADRE ISLAND
 Unit 1B
 Page 1 of 2

BEING 12.855 ACRES OUT OF A PORTION OF TRACT 27C OF THE PADRE ISLAND - CORPUS CHRISTI ISLAND FAIRWAY ESTATES, HEREAFTER REFERRED TO AS P.L.C.C.I.F.E., LOTS 27C AND 27D, A MAP OF WHICH IS RECORDED IN VOL. 67, PG. 779-785, MAP RECORDS, NUECES COUNTY, TEXAS, A PORTION OF P.L.C.C.I.F.E., BLOCKS 24-33, A MAP OF WHICH IS RECORDED IN VOL. 40, PG. 154-159, MAP RECORDS, NUECES COUNTY, TEXAS, A PORTION OF P.L.C.C.I.F.E., BLOCKS 43 & 44, A MAP OF WHICH IS RECORDED IN VOL. 42, PG. 10-11, MAP RECORDS, NUECES COUNTY, TEXAS, AND PORTIONS OF P.L.C.C.I.F.E., BLOCKS 34, 35, AND 36, A MAP OF WHICH IS RECORDED IN VOL. 40, PG. 183-184, MAP RECORDS, NUECES COUNTY, TEXAS, SAID BLOCKS 28, 35, 38, 43, 44, AND A PORTION OF BLOCK 34 NOW VACATED AS PER PLAT RECORDED IN VOL. 67, PG. 686, MAP RECORDS, NUECES COUNTY, TEXAS, SAID 12.855 ACRES ALSO BEING A PORTION OF TRACTS 3 AND 4 AS REFERENCED IN CORRECTION WARRANTY DEED, DOC. NO. 2018045542, OFFICIAL RECORDS, NUECES COUNTY, TEXAS, AND DESCRIBED BY METES & BOUNDS OF A 28.629 ACRE TRACT (TRACT 1), A 72.318 ACRE TRACT (TRACT 2), A 74.440 ACRE TRACT (TRACT 3), AND A 30.684 ACRE TRACT (TRACT 4), SAVE & EXCEPT 3.786 ACRES OF A 80-FOOT WIDE STREET TRACT, ALSO KNOWN AS 'AQUARIUS STREET RE-ALIGNMENT', RECORDED IN DOC. NO. 2011039228, OFFICIAL RECORDS, NUECES COUNTY, TEXAS.



- NOTES
- TOTAL PLATTED AREA IS 12.855 ACRES (INCLUDES NAVIGABLE CHANNEL).
 - REVA MAP NUMBER 48355007550, OCTOBER 13, 2022 DESIGNATES THE ENTIRETY OF UNIT 1A AS ZONE AE WITH FLOOD ELEVATION W AS SHOWN THIS SHEET THE FINISH FLOOR ELEVATION OF RESIDENTIAL STRUCTURES MUST BE 1 FOOT ABOVE THE BASE FLOOD ELEVATION AS INDICATED ON THE FLOOD HAZARD BOUNDARY MAP AND IS FURTHER SUBJECT TO ADDITIONAL REGULATIONS CONTAINED IN THE CORPUS CHRISTI FLOOD HAZARD PREVENTION CODE.
 - IN ADDITION TO THE REQUIREMENTS OF NOTE 2 ABOVE, THE FINISHED FLOOR ELEVATION MUST BE A MINIMUM OF 18 INCHES ABOVE THE ADJACENT TOP OF CURB.
 - THE RECEIVING WATERS FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE LAGUNA MARINE. THE TIED HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE LAGUNA MARINE AS 'EXCEPTIONAL AND SPECIAL WATERS'. TIED ALSO CATEGORIZED THE LAGUNA MARINE AS 'CONTACT RECREATION' USE.
 - THE ENTIRE PROPERTY LIES WITHIN THE CITY LIMITS OF THE CITY OF CORPUS CHRISTI.
 - DEVELOPMENT WITHIN THIS PROPERTY SHALL BE GENERALLY CONSISTENT WITH THE DEVELOPMENT PLAN DESCRIBED IN THE PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE 032890 AS APPROVED BY CITY COUNCIL, EFFECTIVE OCTOBER 24, 2022. DEVELOPMENT STANDARDS NOT ADDRESSED IN THE PUD DEVELOPMENT PLAN SHALL COMPLY WITH THE UNITED DEVELOPMENT CODE.
 - THE YARD REQUIREMENT, AS DEPICTED ON THE PLAT, IS IN ACCORDANCE WITH PUD ORDINANCE 032890, EFFECTIVE OCTOBER 24, 2022, AND THE UNITED DEVELOPMENT CODE (UDC) AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE. ADDITIONAL SIDE (5-FT) YARD UDC REQUIREMENTS APPLY (NOT SHOWN).
 - EASEMENTS SHOWN ARE DEDICATED TO THE PUBLIC FOR THE INSTALLATION, OPERATION AND USE OF PUBLIC UTILITIES.
 - ALL BEARINGS BASED ON GLOBAL POSITIONING SYSTEM, TEXAS STATE PLANE NAD 83, TEXAS SOUTH ZONE 4205.
 - THE OWNER OF EACH LOT IS RESPONSIBLE FOR STORM WATER POLLUTION PREVENTION PLAN PER TIED REQUIREMENTS.
 - BLOCK 5, LOTS 1 & 2; AND BLOCK 46, LOT 1: ARE PUBLIC PARKS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - BLOCK 6, LOTS 1 & 2; BLOCK 7, LOT 1; BLOCK 8, LOTS 1, 5, 11, 12, 17, & 22; AND BLOCK 9, LOTS 1, 2, & 3: ARE PRIVATE PARKS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - FRONT YARD REQUIREMENTS SHALL BE 10-FT AS NOTED ON THIS PLAT AND ON THE ENLARGED LOT PLANS SHEET 2. FURTHER, NOTE THAT PRIVATE GARAGES, DETACHED OR ATTACHED, SHALL MAINTAIN A YARD OF 15-FT FROM GARAGE ENTRANCE TO STREET RIGHT-OF-WAY, ALSO AS NOTED ON SAID ENLARGED LOT PLANS, AND AS DESCRIBED IN THE PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE 032890 AS APPROVED BY CITY COUNCIL, EFFECTIVE OCTOBER 24, 2022.

STATE OF TEXAS
 COUNTY OF NUECES
 I, Kara Sands, Clerk of the County Court in and for Nueces County, Texas, hereby certify that the foregoing map of WHITECAP NORTH PADRE ISLAND Unit 1B, dated the ___ day of _____, 20__ with its certificate of authentication was filed for record in my office this ___ day of _____, 20__ at ___ o'clock ___ m. and duly recorded in Volume _____, Page(s) _____ Map Records of Nueces County, Texas. Witness my hand and seal of said court at office in Corpus Christi, Texas, this the ___ day of _____, 20__.

Document No. _____

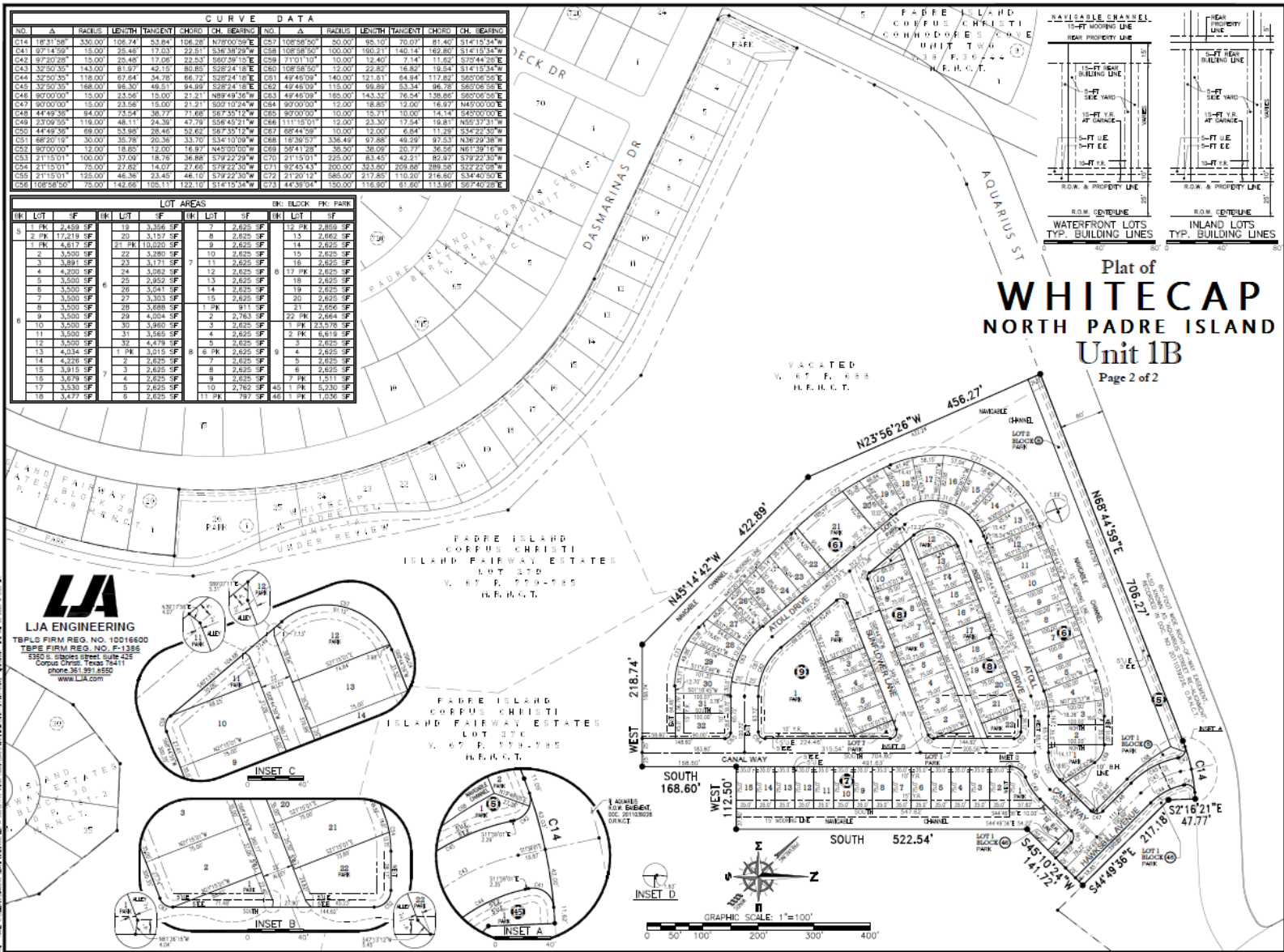
Kara Sands, County Clerk
 Nueces County, Texas

By: _____
 Deputy

STATE OF TEXAS
 COUNTY OF NUECES
 I, Albert E. Franco Jr., a Registered Professional Land Surveyor, have prepared the foregoing map from survey made on the ground under my direction and is true and correct to the best of my knowledge, information and belief; I have been engaged under contract to set all Lot and Block corners as shown hereon and to complete such operations with due and reasonable diligence consistent with sound professional practice.

This the ___ day of _____, 20__.

Albert E. Franco Jr., R.P.L.S. #4471



STATE OF TEXAS
COUNTY OF NUECES

We, Diamond Beach Holdings, LLC, do hereby certify that we are the owner of the property referred to as WHITECAP NORTH PADRE ISLAND Unit 1C; that we have had said property surveyed and subdivided as shown; that streets shown are dedicated, in fee simple, to the public use forever; that easements as shown are dedicated to the public use for the installation, operation, and use of public utilities; and we adopt this plat for the purposes of description and dedication this ____ day of _____, 20____.

Diamond Beach Holdings, LLC
Jennifer Hoff, Vice President

STATE OF TEXAS
COUNTY OF NUECES

Before me, the undersigned authority, on this day personally appeared Jennifer Hoff, proven to me to be the person whose signature she made on the foregoing instrument of writing, and she acknowledged to me that she executed the same for the purposes and considerations therein expressed. Given under my hand and seal of office, this ____ day of _____, 20____.

Notary Public

STATE OF TEXAS
COUNTY OF NUECES

This final plat of the herein described property was approved on behalf of the City of Corpus Christi, Texas by the Planning Commission on the ____th day of _____, 20____.

Chairman

Secretary

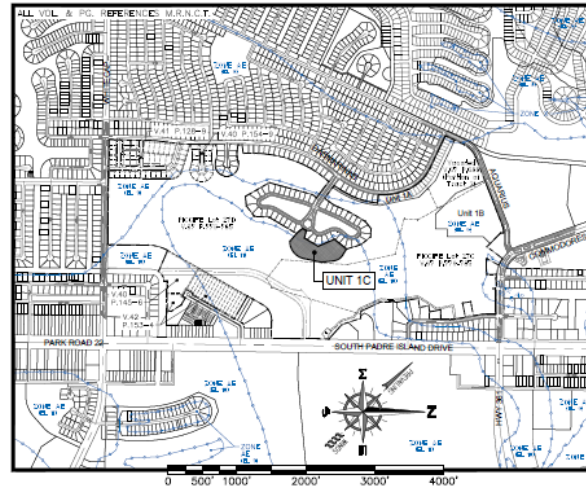
STATE OF TEXAS
COUNTY OF NUECES

This final plat of the herein described property was approved by the Department of Development Services of the City of Corpus Christi, Texas, this the ____ day of _____, 20____.

Bria Whitmore, P.E., C.F.M., C.P.M.
Development Services Engineer

Plat of WHITECAP NORTH PADRE ISLAND Unit 1C Page 1 of 2

BEING 4.869 ACRES OUT OF A PORTION OF TRACT 27D OF THE PADRE ISLAND - CORPUS CHRISTI ISLAND FAIRWAY ESTATES, HEREAFTER REFERRED TO AS P.L.O.C.I.F.E., LOTS 27D AND 27D, A MAP OF WHICH IS RECORDED IN VOL. 67, PG. 779-785, MAP RECORDS, NUECES COUNTY, TEXAS, SAID 4.869 ACRES ALSO BEING A PORTION OF TRACT 3 AS REFERENCED IN CORRECTION WARRANTY DEED, DOC. NO. 2018045542, OFFICIAL RECORDS, NUECES COUNTY, TEXAS, AND DESCRIBED BY METES & BOUNDS OF A 28,829 ACRE TRACT (TRACT 1), A 72,316 ACRE TRACT (TRACT 2), A 74,440 ACRE TRACT (TRACT 3), AND A 30,684 ACRE TRACT (TRACT 4).



LJA
LJA ENGINEERING
TBP&L FIRM REG. NO. 13016600
TBP&E FIRM REG. NO. F-1386
5350 S. Staples Street, Suite 425
Corpus Christi, Texas 78411
phone 361.991.8550
www.LJA.com

NOTES

1. TOTAL PLATTED AREA IS 4.869 ACRES (INCLUDES NAVIGABLE CHANNEL).
2. FEMA MAP NUMBER 48350C07550, OCTOBER 13, 2022 DESIGNATES UNIT 1C AS ZONE AE WITH FLOOD ELEVATIONS OF 10 AND 11 AS SHOWN THIS SHEET. THE FINISH FLOOR ELEVATION OF RESIDENTIAL STRUCTURES MUST BE 1 FOOT ABOVE THE BASE FLOOD ELEVATION AS INDICATED ON THE FLOOD HAZARD BOUNDARY MAP AND IS FURTHER SUBJECT TO ADDITIONAL REGULATIONS CONTAINED IN THE CORPUS CHRISTI FLOOD HAZARD PREVENTION CODE.
3. IN ADDITION TO THE REQUIREMENTS OF NOTE 2 ABOVE, THE FINISHED FLOOR ELEVATION MUST BE A MINIMUM OF 18 INCHES ABOVE THE ADJACENT TOP OF CURB.
4. THE RECEIVING WATERS FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE LAGUNA MADRE. THE TCEQ HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE LAGUNA MADRE AS "EXCEPTIONAL" AND "WYSTER WATERS". TCEQ ALSO CATEGORIZED THE LAGUNA MADRE AS "CONTACT RECREATION" USE.
5. THE ENTIRE PROPERTY LIES WITHIN THE CITY UNITS OF THE CITY OF CORPUS CHRISTI.
6. DEVELOPMENT WITHIN THIS PROPERTY SHALL BE GENERALLY CONSISTENT WITH THE DEVELOPMENT PLAN DESCRIBED IN THE PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE 032890 AS APPROVED BY CITY COUNCIL, EFFECTIVE OCTOBER 24, 2022. DEVELOPMENT STANDARDS NOT ADDRESSED IN THE PUD DEVELOPMENT PLAN SHALL COMPLY WITH THE UNIFIED DEVELOPMENT CODE.
7. THE YARD REQUIREMENT, AS DENOTED ON THE PLAT, IS IN ACCORDANCE WITH PUD ORDINANCE 032890, EFFECTIVE OCTOBER 24, 2022, AND THE UNIFIED DEVELOPMENT CODE (UDC) AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE. ADDITIONAL SIDE (5-FT) YARD UDC REQUIREMENTS APPLY (NOT SHOWN).
8. EASEMENTS SHOWN ARE DEDICATED TO THE PUBLIC FOR THE INSTALLATION, OPERATION AND USE OF PUBLIC UTILITIES.
9. ALL BEARINGS BASED ON GLOBAL POSITIONING SYSTEM, TEXAS STATE PLANE NAD 83, TEXAS SOUTH ZONE 4205.
10. THE OWNER OF EACH LOT IS RESPONSIBLE FOR STORM WATER POLLUTION PREVENTION PLAN PER TCEQ REQUIREMENTS.
11. BLOCK 18, LOTS 1 & 18 ARE PUBLIC PARKS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
12. FRONT YARD REQUIREMENTS SHALL BE 10-FT AS NOTED ON THIS PLAT AND ON THE ENLARGED LOT PLANS SHEET 2. FURTHER, NOTE THAT PRIVATE GARAGES, DETACHED OR ATTACHED, SHALL MAINTAIN A YARD OF 15-FT FROM GARAGE ENTRANCE TO STREET RIGHT-OF-WAY, ALSO AS NOTED ON SAID ENLARGED LOT PLANS, AND AS DESCRIBED IN THE PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE 032890 AS APPROVED BY CITY COUNCIL, EFFECTIVE OCTOBER 24, 2022.

STATE OF TEXAS
COUNTY OF NUECES

I, Kara Sands, Clerk of the County Court in and for Nueces County, Texas, hereby certify that the foregoing map of WHITECAP NORTH PADRE ISLAND Unit 1C, dated the ____ day of _____, 20____, with its certificate of authentication was filed for record in my office this ____ day of _____, 20____ at ____ o'clock ____m, and duly recorded in Volume _____, Page(s) _____ Map Records of Nueces County, Texas. Witness my hand and seal of said court of office in Corpus Christi, Texas, this the ____ day of _____, 20____.

Document No. _____

Kara Sands, County Clerk
Nueces County, Texas

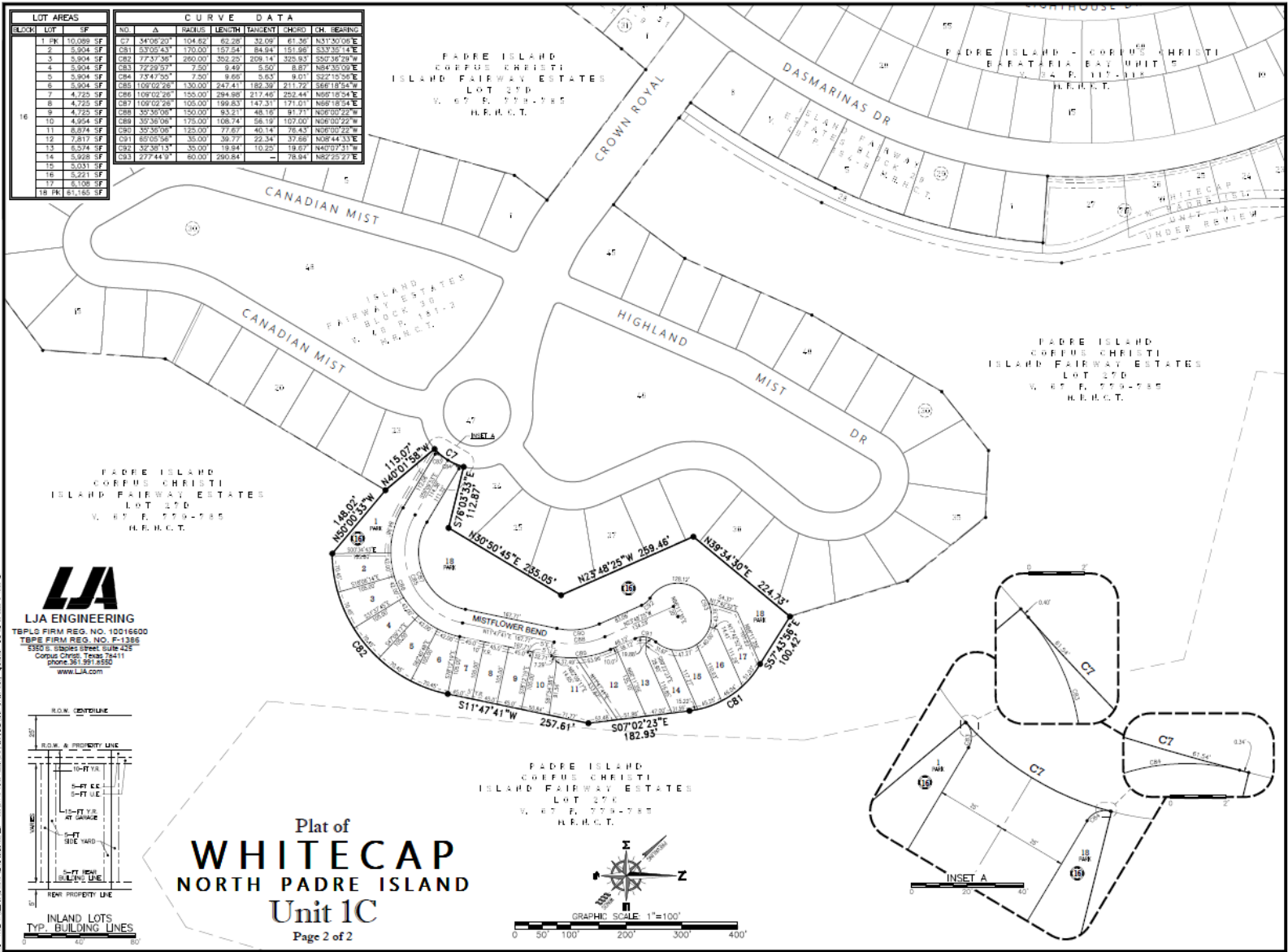
By _____
Deputy

STATE OF TEXAS
COUNTY OF NUECES

I, Albert E. Franco Jr., a Registered Professional Land Surveyor, have prepared the foregoing map from survey made on the ground under my direction and is true and correct to the best of my knowledge, information and belief; I have been engaged under contract to set all Lot and Block corners as shown hereon and to complete such operations with due and reasonable diligence consistent with sound professional practice.

This the ____ day of _____, 20____.

Albert E. Franco Jr., R.P.L.S. #4471



STATE OF TEXAS
 COUNTY OF NUECES
 We, Diamond Beach Holdings, LLC, do hereby certify that we are the owner of the property referred to as WHITECAP NORTH PADRE ISLAND Unit 1D; that we have had said property surveyed and subdivided as shown; that streets shown are dedicated, in fee simple, to the public use forever; that easements as shown are dedicated to the public use for the installation, operation, and use of public utilities; and we adopt this plat for the purposes of description and dedication this ____ day of _____, 20____.

 Diamond Beach Holdings, LLC
 Jennifer Hoff, Vice President

STATE OF TEXAS
 COUNTY OF NUECES
 Before me, the undersigned authority, on this day personally appeared Jennifer Hoff, proven to me to be the person whose signature she made on the foregoing instrument of writing, and she acknowledged to me that she executed the same for the purposes and considerations therein expressed. Given under my hand and seal of office, this ____ day of _____, 20____.

 Notary Public

STATE OF TEXAS
 COUNTY OF NUECES
 This final plat of the herein described property was approved on behalf of the City of Corpus Christi, Texas by the Planning Commission on the ____ day of _____, 20____.

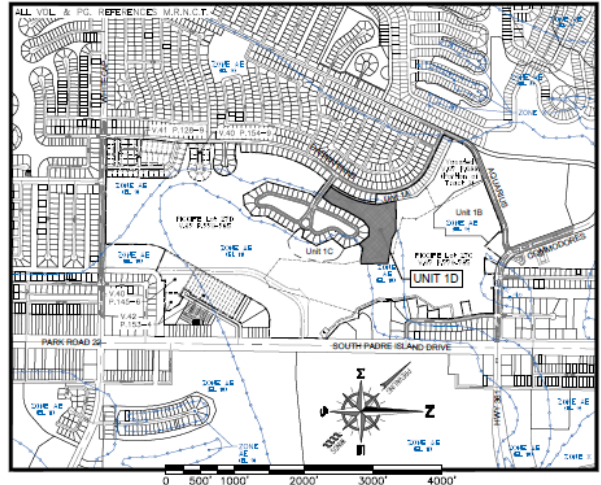
 Chairman Secretary

STATE OF TEXAS
 COUNTY OF NUECES
 This final plat of the herein described property was approved by the Department of Development Services of the City of Corpus Christi, Texas, this the ____ day of _____, 20____.

 Brita Whitmire, P.E., C.F.M., C.P.M.
 Development Services Engineer

Plat of
WHITECAP
 NORTH PADRE ISLAND
 Unit 1D
 Page 1 of 2

BEING 11.328 ACRES OUT OF A PORTION OF TRACTS 27C AND 27D OF THE PADRE ISLAND - CORPUS CHRISTI ISLAND FAIRWAY ESTATES, HEREAFTER REFERRED TO AS P.I.C.C.I.F.E., LOTS 27C AND 27D, A MAP OF WHICH IS RECORDED IN VOL. 67, PG. 778-785, MAP RECORDS, NUECES COUNTY, TEXAS, SAID 11.328 ACRES ALSO BEING A PORTION OF TRACTS 3 AND 4 AS REFERENCED IN CORRECTION WARRANTY DEED, DOC. NO. 2018045542, OFFICIAL RECORDS, NUECES COUNTY, TEXAS, AND DESCRIBED BY METES & BOUNDS OF A 28.829 ACRE TRACT (TRACT 1), A 72.316 ACRE TRACT (TRACT 2), A 74.440 ACRE TRACT (TRACT 3), AND A 30.884 ACRE TRACT (TRACT 4).



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 5350 S. Staples Street, Suite 425
 Corpus Christi, Texas 78411
 Phone 361.991.8550
 www.LJA.com

NOTES

- TOTAL PLATTED AREA IS 11.328 ACRES (INCLUDES NAVIGABLE CHANNEL).
- TENA MAP NUMBER 4835502950, OCTOBER 13, 2022 DESIGNATES UNIT 1C AS ZONE AE WITH FLOOD ELEVATIONS OF 9, 10, AND 11 AS SHOWN THIS SHEET. THE FINISH FLOOR ELEVATION OF RESIDENTIAL STRUCTURES MUST BE 1 FOOT ABOVE THE BASE FLOOD ELEVATION AS INDICATED ON THE FLOOD HAZARD BOUNDARY MAP AND IS FURTHER SUBJECT TO ADDITIONAL REGULATIONS CONTAINED IN THE CORPUS CHRISTI FLOOD HAZARD PREVENTION CODE.
- IN ADDITION TO THE REQUIREMENTS OF NOTE 2 ABOVE, THE FINISHED FLOOR ELEVATION MUST BE A MINIMUM OF 18 INCHES ABOVE THE ADJACENT TOP OF CURB.
- THE RECEIVING WATERS FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE LAGUNA MADRE. THE TEGO HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE LAGUNA MADRE AS "EXCEPTIONAL" AND "OYSTER WATERS". TEGO ALSO CATEGORIZED THE LAGUNA MADRE AS "CONTRACT RECREATION" USE.
- THE ENTIRE PROPERTY LIES WITHIN THE CITY LIMITS OF THE CITY OF CORPUS CHRISTI.
- DEVELOPMENT WITHIN THIS PROPERTY SHALL BE GENERALLY CONSISTENT WITH THE DEVELOPMENT PLAN DESCRIBED IN THE PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE 032890 AS APPROVED BY CITY COUNCIL, EFFECTIVE OCTOBER 24, 2022. DEVELOPMENT STANDARDS NOT ADDRESSED IN THE PUD DEVELOPMENT PLAN SHALL COMPLY WITH THE UNITED DEVELOPMENT CODE.
- THE YARD REQUIREMENT, AS REFLECTED ON THE PLAT, IS IN ACCORDANCE WITH PUD ORDINANCE 032890, EFFECTIVE OCTOBER 24, 2022, AND THE UNITED DEVELOPMENT CODE (UDC) AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE. ADDITIONAL SIDE (S-F) YARD UDC REQUIREMENTS APPLY (NOT SHOWN).
- EASEMENTS SHOWN ARE DEDICATED TO THE PUBLIC FOR THE INSTALLATION, OPERATION AND USE OF PUBLIC UTILITIES.
- ALL BEARINGS BASED ON GLOBAL POSITIONING SYSTEM, TEXAS STATE PLANE NAD 83, TEXAS SOUTH ZONE 4205.
- THE OWNER OF EACH LOT IS RESPONSIBLE FOR STORM WATER POLLUTION PREVENTION PLAN PER TEGO REQUIREMENTS.
- BLOCK 14, LOTS 8 & 9; BLOCK 15, LOTS 3 & 26; ARE PRIVATE PARKS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- FRONT YARD REQUIREMENTS SHALL BE 10-FT AS NOTED ON THIS PLAT AND ON THE ENLARGED LOT PLANS SHEET 2. FURTHER, NOTE THAT PRIVATE GARAGES, DETACHED OR ATTACHED, SHALL MAINTAIN A YARD OF 15-FT FROM GARAGE ENTRANCE TO STREET RIGHT-OF-WAY. ALSO AS NOTED ON SAID ENLARGED LOT PLANS, AND AS DESCRIBED IN THE PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE 032890 AS APPROVED BY CITY COUNCIL, EFFECTIVE OCTOBER 24, 2022.

STATE OF TEXAS
 COUNTY OF NUECES
 I, Kara Sands, Clerk of the County Court in and for Nueces County, Texas, hereby certify that the foregoing map of WHITECAP NORTH PADRE ISLAND Unit 1D, dated the ____ day of _____, 20____, with its certificate of authentication was filed for record in my office this ____ day of _____, 20____ at ____ o'clock ____ m. and duly recorded in Volume _____, Page(s) _____, Map Records of Nueces County, Texas. Witness my hand and seal of said court at office in Corpus Christi, Texas, this the ____ day of _____, 20____.

Document No. _____

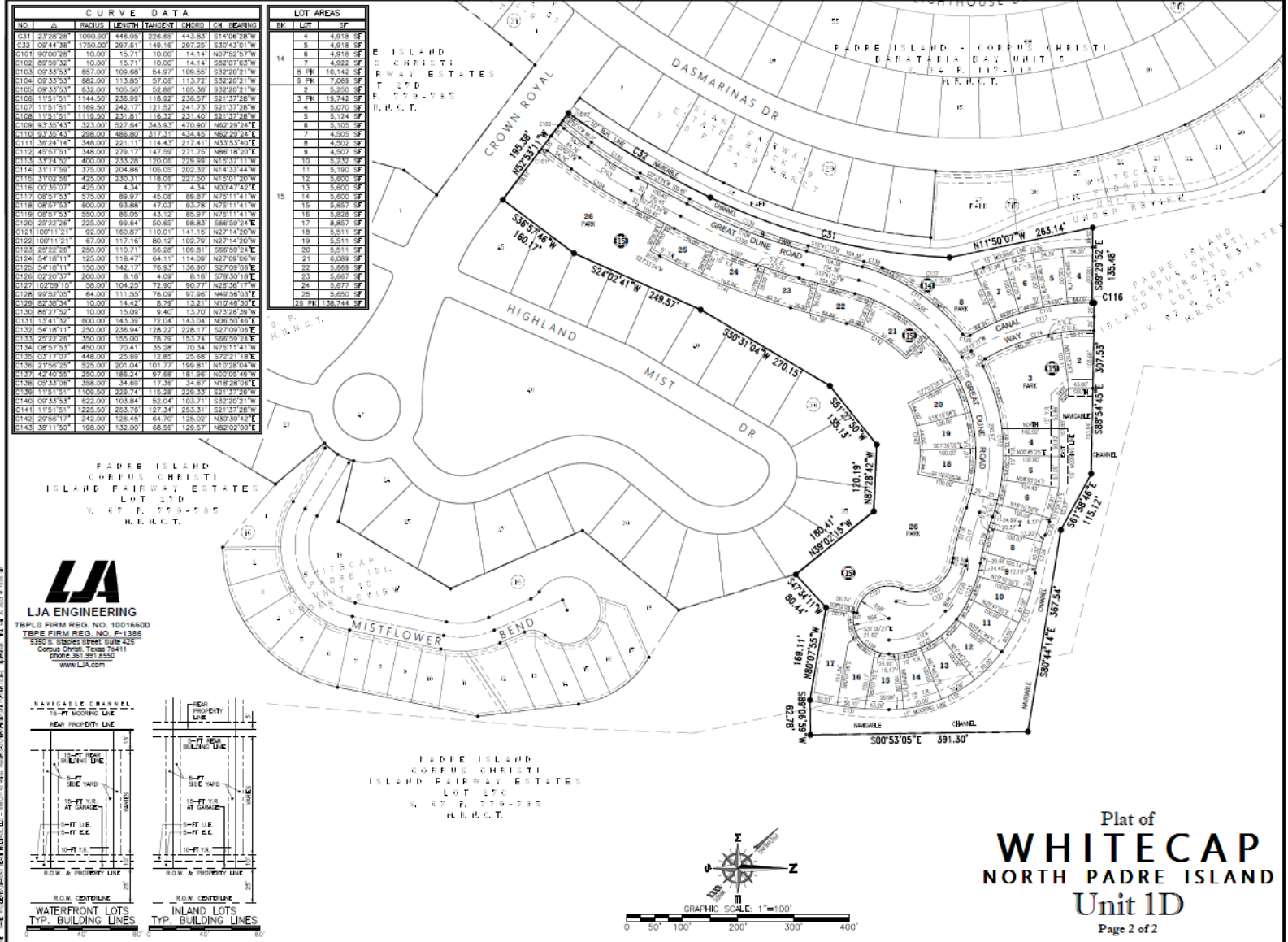
 Kara Sands, County Clerk
 Nueces County, Texas

By _____
 Deputy

STATE OF TEXAS
 COUNTY OF NUECES
 I, Albert E. Franco Jr., a Registered Professional Land Surveyor, have prepared the foregoing map from survey made on the ground under my direction and is true and correct to the best of my knowledge, information and belief; I have been engaged under contract to set all Lot and Block corners as shown hereon and to complete such operations with due and reasonable diligence consistent with sound professional practice.

This the ____ day of _____, 20____.

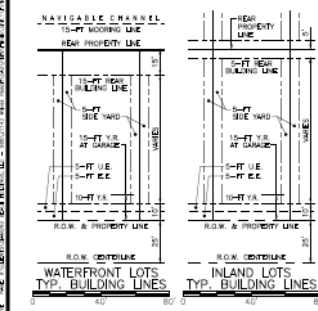
 Albert E. Franco Jr., R.P.L.S. #4471



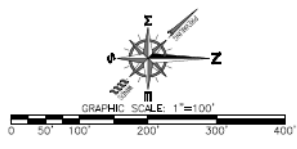
CURVE DATA						LOT AREAS			
NO.	Δ	RADIUS	LENGTH	TANGENT	CHORD	CR. BEARING	BR.	LOT	SF
C31	232°28'	1080.80	448.93	226.85	443.63	S14°06'28"W	4	4.918 SF	
C32	09°44'38"	1750.00	297.61	148.16	297.25	S30°43'01"W	5	4.918 SF	
C101	90°00'28"	10.00	10.00	10.00	14.14	N07°52'07"W	6	4.918 SF	
C102	89°59'52"	10.00	10.00	10.00	14.14	S82°07'03"W	7	4.922 SF	
C103	09°33'53"	857.00	106.68	54.67	106.65	S32°20'21"W	8 PK	10.142 SF	
C104	09°33'53"	857.00	113.95	57.20	113.72	S32°20'21"W	9 PK	7.058 SF	
C105	09°33'53"	852.00	105.50	52.88	105.38	S32°20'21"W	10	5.250 SF	
C106	11°51'51"	1144.50	235.99	118.52	236.57	S21°32'28"W	3 PK	19.742 SF	
C107	11°51'51"	1148.50	242.17	121.56	243.73	S21°32'28"W	4	9.070 SF	
C108	11°51'51"	1119.50	231.81	116.32	231.40	S21°32'28"W	5	5.124 SF	
C109	83°35'43"	323.00	527.64	343.83	470.80	N82°29'24"E	6	5.105 SF	
C110	83°35'43"	298.00	486.80	317.31	434.40	N82°29'24"E	7	4.500 SF	
C111	36°24'14"	348.00	221.11	114.43	217.43	N33°53'49"E	8	4.500 SF	
C112	45°57'51"	348.00	278.17	147.59	271.75	N86°18'20"E	9	4.507 SF	
C113	33°24'52"	400.00	233.28	120.00	228.99	N15°37'11"W	10	5.232 SF	
C114	31°17'09"	375.00	204.86	105.00	202.32	N14°43'44"W	11	5.160 SF	
C115	31°02'59"	425.00	230.31	118.09	227.50	N15°01'20"W	12	5.600 SF	
C116	00°30'07"	425.00	4.34	2.17	4.34	N00°47'42"E	13	5.800 SF	
C117	08°57'53"	375.00	69.97	43.04	69.61	N75°11'41"W	14	5.600 SF	
C118	08°57'53"	600.00	93.86	47.03	93.78	N75°11'41"W	15	5.657 SF	
C119	08°57'53"	550.00	85.05	43.12	85.97	N75°11'41"W	16	5.828 SF	
C120	25°22'29"	225.00	69.84	50.85	69.63	N66°59'24"E	17	6.850 SF	
C121	10°07'12"	92.00	56.87	110.01	141.10	N27°14'20"W	18	5.511 SF	
C122	10°07'12"	67.00	117.18	80.12	102.79	N27°14'20"W	19	5.511 SF	
C123	25°22'29"	225.00	69.84	50.85	69.63	N66°59'24"E	20	5.511 SF	
C124	54°18'11"	125.00	118.47	64.11	114.09	N27°09'08"W	21	6.089 SF	
C125	54°18'11"	150.00	142.17	76.53	136.60	N27°09'08"W	22	6.659 SF	
C126	02°20'37"	200.00	6.18	4.09	6.18	N78°30'18"E	23	6.869 SF	
C127	102°59'12"	58.00	104.25	72.90	90.77	N28°58'17"W	24	5.677 SF	
C128	99°52'00"	64.00	111.53	76.09	97.98	N49°58'33"E	25	6.850 SF	
C129	82°35'54"	10.00	18.42	8.79	18.42	N10°46'50"E	26	6.850 SF	
C130	86°21'52"	10.00	15.08	9.40	13.70	N73°28'39"W	27	6.850 SF	
C131	174°13'	600.00	143.39	72.04	143.04	N05°50'49"E	28	6.850 SF	
C132	84°19'11"	250.00	236.84	128.22	228.17	S27°09'38"E	29	6.850 SF	
C133	25°22'29"	225.00	69.84	50.85	69.63	N66°59'24"E	30	6.850 SF	
C134	08°57'53"	450.00	70.41	35.28	70.34	N75°11'41"W	31	6.850 SF	
C135	03°17'07"	448.00	25.89	12.89	25.88	S22°21'18"E	32	6.850 SF	
C136	21°48'22"	525.00	203.04	100.77	198.81	N12°28'45"W	33	6.850 SF	
C137	42°40'55"	250.00	188.24	97.88	181.98	N00°05'49"W	34	6.850 SF	
C138	09°33'08"	358.00	34.80	17.36	34.67	N19°28'08"E	35	6.850 SF	
C139	11°51'51"	1109.00	229.74	115.28	229.33	S21°32'28"W	36	6.850 SF	
C140	09°33'53"	822.00	103.84	52.04	103.71	S32°20'21"W	37	6.850 SF	
C141	11°51'51"	1225.50	253.78	127.34	253.33	S21°32'28"W	38	6.850 SF	
C142	28°56'11"	442.00	128.44	64.70	128.00	N32°30'24"E	39	6.850 SF	
C143	38°11'50"	158.00	132.00	68.58	129.57	N82°02'09"E	40	6.850 SF	

PADRE ISLAND
CHRISTIANI
ISLAND FAIRWAY ESTATES
LOT 27C
N. 87° E. 779-785
H.H.C.T.

LJA
LJA ENGINEERING
TBP&S FIRM REG. NO. 10016600
T&PE FIRM REG. NO. F-1386
5385 S. Staples Street, Suite 425
Corpus Christi, TX 78411
phone 361.991.8550
www.LJA.com



PADRE ISLAND
CHRISTIANI
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N. 87° E. 779-785
H.H.C.T.



Plat of
WHITECAP
NORTH PADRE ISLAND
Unit 1D
Page 2 of 2

STATE OF TEXAS
 COUNTY OF NUECES
 We, Diamond Beach Holdings, LLC, do hereby certify that we are the owner of the property referred to as WHITECAP NORTH PADRE ISLAND Unit 1E; that we have had said property surveyed and subdivided as shown; that streets shown are dedicated, in fee simple, to the public use forever; that easements as shown are dedicated to the public use for the installation, operation, and use of public utilities; and we adopt this plat for the purposes of description and dedication this ____ day of _____, 20____.

 Diamond Beach Holdings, LLC
 Jennifer Hoff, Vice President

STATE OF TEXAS
 COUNTY OF NUECES
 Before me, the undersigned authority, on this day personally appeared Jennifer Hoff, proven to me to be the person whose signature she made on the foregoing instrument of writing, and she acknowledged to me that she executed the same for the purposes and considerations therein expressed. Given under my hand and seal of office, this ____ day of _____, 20____.

 Notary Public

STATE OF TEXAS
 COUNTY OF NUECES
 This final plat of the herein described property was approved on behalf of the City of Corpus Christ, Texas by the Planning Commission on the ____th day of _____, 20____.

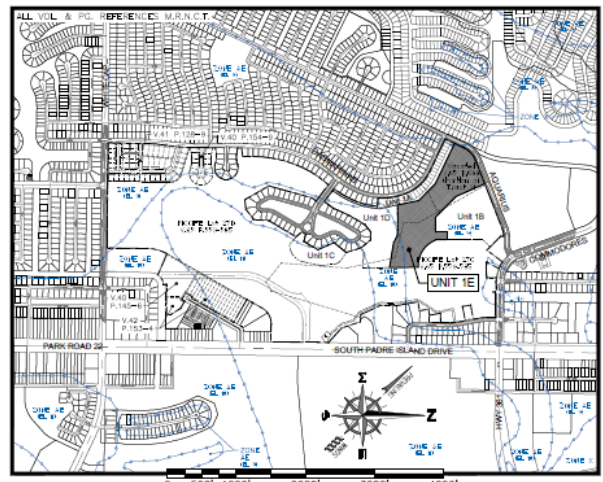
 Chairman Secretary

STATE OF TEXAS
 COUNTY OF NUECES
 This final plat of the herein described property was approved by the Department of Development Services of the City of Corpus Christ, Texas, this the ____ day of _____, 20____.

 Bria Whitmire, P.E., C.F.M., C.P.M.
 Development Services Engineer

Plat of
WHITECAP
 NORTH PADRE ISLAND
 Unit 1E
 Page 1 of 2

BEING 21.243 ACRES OUT OF A PORTION OF TRACTS 270 AND 270 OF THE PADRE ISLAND - CORPUS CHRISTI ISLAND FAIRWAY ESTATES, HEREFTER REFERRED TO AS P.I.C.I.F.E., LOTS 270 AND 270, A MAP OF WHICH IS RECORDED IN VOL. 67, PG. 779-785, MAP RECORDS, NUECES COUNTY, TEXAS, A PORTION OF P.I.C.I.F.E., BLOCKS 24-33, A MAP OF WHICH IS RECORDED IN VOL. 40, PG. 154-159, MAP RECORDS, NUECES COUNTY, TEXAS, A PORTION OF P.I.C.I.F.E., BLOCKS 43 & 44, A MAP OF WHICH IS RECORDED IN VOL. 42, PG. 10-11, MAP RECORDS, NUECES COUNTY, TEXAS, AND PORTIONS OF P.I.C.I.F.E., BLOCKS 34, 35, AND 36, A MAP OF WHICH IS RECORDED IN VOL. 40, PG. 183-184, MAP RECORDS, NUECES COUNTY, TEXAS, SAID BLOCKS 26, 35, 36, 43, 44, AND A PORTION OF BLOCK 34 NOW VACATED AS PER PLAT RECORDED IN VOL. 87, PG. 688, MAP RECORDS, NUECES COUNTY, TEXAS, SAID 21.243 ACRES ALSO BEING A PORTION OF TRACTS 1, 3, AND 4 AS REFERENCED IN CORRELATION WARRANTY DEED, DOC. NO. 2018045542, OFFICIAL RECORDS, NUECES COUNTY, TEXAS, AND DESCRIBED BY METES & BOUNDS OF A 28.529 ACRE TRACT (TRACT 1), A 72.316 ACRE TRACT (TRACT 2), A 74.440 ACRE TRACT (TRACT 3), AND A 30.884 ACRE TRACT (TRACT 4), SAVE & EXCEPT 3.768 ACRES OF A 80-FOOT WIDE STREET TRACT, ALSO KNOWN AS AQUARIUS STREET RE-ALIGNMENT, RECORDED IN DOC. NO. 2011039226, OFFICIAL RECORDS, NUECES COUNTY, TEXAS.



- NOTES
- TOTAL PLATTED AREA IS 21.243 ACRES (INCLUDES NAVIGABLE CHANNEL).
 - REMA MAP NUMBER 4835007550, OCTOBER 13, 2022 DESIGNATES THE ENTIRETY OF UNIT 1A AS ZONE 4E WITH FLOOR ELEVATIONS OF 8, 9, AND 10 AS SHOWN THIS SHEET. THE FINISH FLOOR ELEVATION OF RESIDENTIAL STRUCTURES MUST BE 1 FOOT ABOVE THE BASE FLOOD ELEVATION AS INDICATED ON THE FLOOD HAZARD BOUNDARY MAP AND IS FURTHER SUBJECT TO ADDITIONAL REGULATIONS CONTAINED IN THE CORPUS CHRISTI FLOOD HAZARD PREVENTION CODE.
 - IN ADDITION TO THE REQUIREMENTS OF NOTE 2 ABOVE, THE FINISHED FLOOR ELEVATION MUST BE A MINIMUM OF 18 INCHES ABOVE THE ADJACENT TOP OF CURB.
 - THE RECEIVING WATERS FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE LAGUNA MADRE. THE TCEO HAS CLASSIFIED THE ADJACENT LIFE USE FOR THE LAGUNA MADRE AS "EXCEPTIONAL" AND "OYSTER WATERS". TCEO ALSO CATEGORIZED THE LAGUNA MADRE AS "CONTACT RECREATION" USE.
 - THE ENTIRE PROPERTY LIES WITHIN THE CITY LIMITS OF THE CITY OF CORPUS CHRISTI.
 - DEVELOPMENT WITHIN THIS PROPERTY SHALL BE GENERALLY CONSISTENT WITH THE DEVELOPMENT PLAN DESCRIBED IN THE PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE 032890 AS APPROVED BY CITY COUNCIL, EFFECTIVE OCTOBER 24, 2022. DEVELOPMENT STANDARDS NOT ADDRESSED IN THE PUD DEVELOPMENT PLAN SHALL COMPLY WITH THE UNIFIED DEVELOPMENT CODE.
 - THE YARD REQUIREMENT AS INDICATED ON THE PLAT, IS IN ACCORDANCE WITH PUD ORDINANCE 032890, EFFECTIVE OCTOBER 24, 2022, AND THE UNIFIED DEVELOPMENT CODE (UDC), AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE. ADDITIONAL SIDE (5-FT) YARD USE REQUIREMENTS APPLY (NOT SHOWN).
 - EASEMENTS SHOWN ARE DEDICATED TO THE PUBLIC FOR THE INSTALLATION, OPERATION AND USE OF PUBLIC UTILITIES.
 - ALL BEARINGS BASED ON GLOBAL POSITIONING SYSTEM, TEXAS STATE PLANE NAD 83, TEXAS SOUTH ZONE 4205.
 - THE OWNER OF EACH LOT IS RESPONSIBLE FOR STORM WATER POLLUTION PREVENTION PLAN PER TCEO REQUIREMENTS.
 - BLOCK 1, LOT 1; AND BLOCK 5, LOT 3; ARE PUBLIC PARKS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - BLOCK 2, LOTS 1 & 12; BLOCK 3, LOTS 1, 10, & 21; BLOCK 4, LOT 1; BLOCK 7, LOT 18; BLOCK 10, LOT 4; BLOCK 13, LOT 1; AND BLOCK 14, LOT 1, ARE PRIVATE PARKS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - FRONT YARD REQUIREMENTS SHALL BE 10-FT AS NOTED ON THIS PLAT AND ON THE ENLARGED LOT PLANS SHEET 2. FURTHER, NOTE THAT PRIVATE GARAGES, DETACHED OR ATTACHED, SHALL MAINTAIN A YARD OF 15-FT FROM GARAGE ENTRANCE TO STREET RIGHT-OF-WAY, ALSO AS NOTED ON SAID ENLARGED LOT PLANS, AND AS DESCRIBED IN THE PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE 032890 AS APPROVED BY CITY COUNCIL, EFFECTIVE OCTOBER 24, 2022.

STATE OF TEXAS
 COUNTY OF NUECES
 I, Kara Sands, Clerk of the County Court in and for Nueces County, Texas, hereby certify that the foregoing map of WHITECAP NORTH PADRE ISLAND Unit 1E, dated the ____ day of _____, 20____, with its certificate of authentication was filed for record in my office this ____ day of _____, 20____ at ____ o'clock ____m, and duly recorded in Volume _____, Page(s) _____ Map Records of Nueces County, Texas. Witness my hand and seal of said court at office in Corpus Christ, Texas, this the ____ day of _____, 20____.

Document No. _____

Kara Sands, County Clerk
 Nueces County, Texas

By: _____
 Deputy

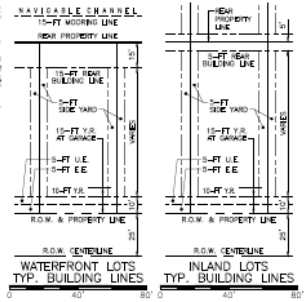
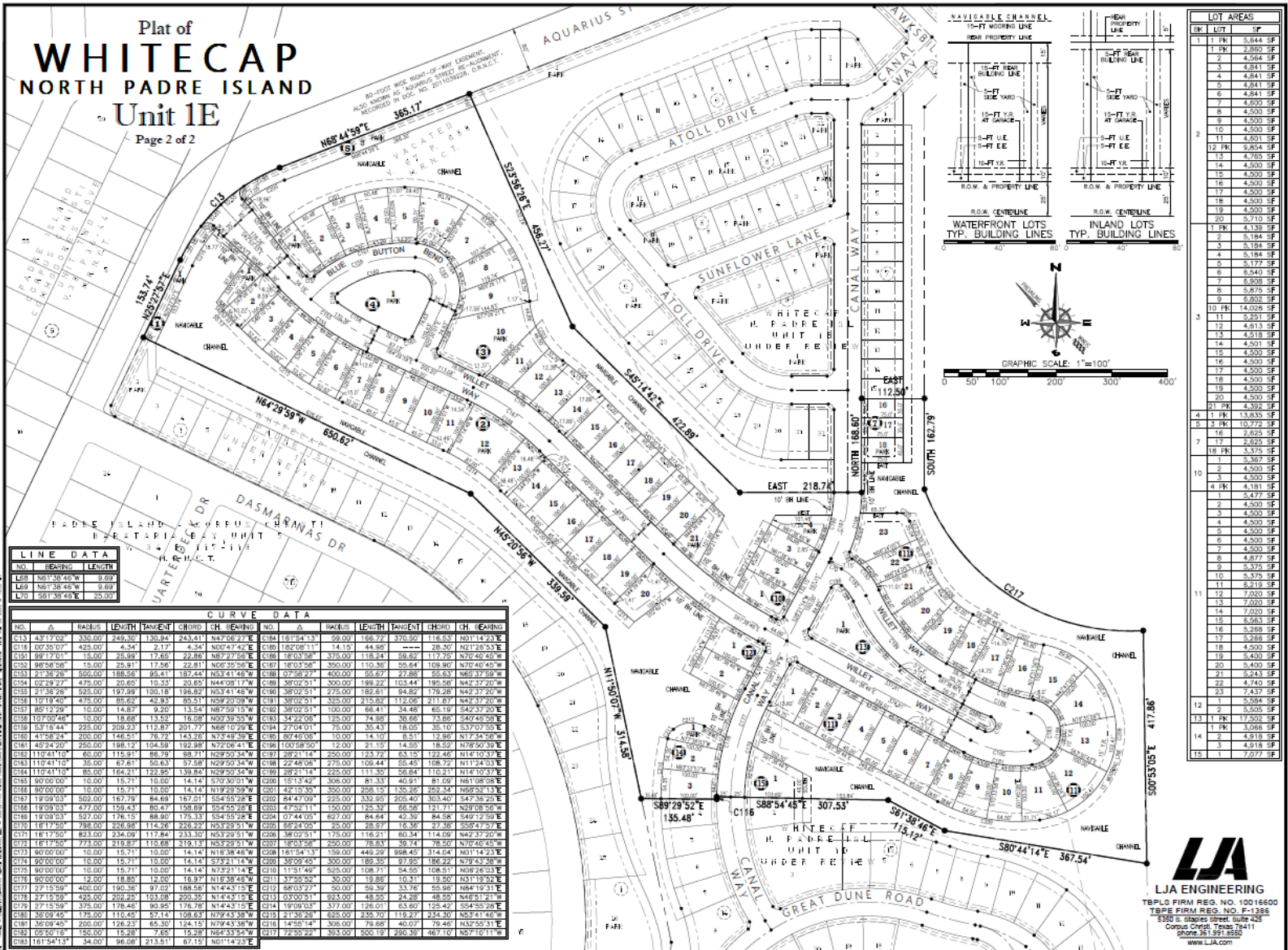
STATE OF TEXAS
 COUNTY OF NUECES
 I, Albert E. Franco Jr., a Registered Professional Land Surveyor, have prepared the foregoing map from survey made on the ground under my direction and is true and correct to the best of my knowledge, information and belief; I have been engaged under contract to set all Lot and Block corners as shown hereon and to complete such operations with due and reasonable diligence consistent with sound professional practice.

This the ____ day of _____, 20____.

Albert E. Franco Jr., R.P.L.S. #4471

LJA
 LJA ENGINEERING
 TBP&L FIRM REG. NO. 10016600
 TBP&E FIRM REG. NO. F-1386
 5350 S. STAGES STREET, SUITE 425
 CORPUS CHRISTI, TEXAS 78411
 PHONE 361.991.8550
 WWW.LJA.COM

Plat of
WHITECAP
NORTH PADRE ISLAND
Unit 1E
Page 2 of 2



LOT NO.	LOT AREA (SF)
1	5,844
2	4,564
3	4,841
4	4,841
5	4,841
6	4,841
7	4,500
8	4,500
9	4,500
10	4,500
11	4,501
12	4,854
13	4,765
14	4,500
15	4,500
16	4,500
17	4,500
18	4,500
19	4,500
20	5,210
21	4,139
22	5,184
23	5,184
24	5,184
25	5,177
26	4,841
27	5,928
28	6,875
29	5,892
30	14,029
31	9,251
32	4,813
33	4,501
34	4,501
35	4,500
36	4,500
37	4,500
38	4,500
39	4,500
40	4,500
41	4,322
42	1,383
43	10,772
44	2,625
45	3,375
46	5,367
47	4,500
48	4,181
49	5,477
50	4,500
51	4,500
52	4,500
53	4,500
54	4,500
55	4,500
56	4,500
57	4,500
58	4,877
59	5,375
60	5,375
61	8,719
62	7,020
63	7,020
64	7,020
65	5,268
66	5,268
67	5,268
68	17,502
69	3,066
70	4,918
71	4,918
72	7,020
73	1,564
74	1,564
75	17,502
76	3,066
77	4,918
78	4,918
79	7,020
80	1,564

LINE DATA		
NO.	BEARING	LENGTH
L88	N81°38'45"W	9.69
L89	N81°38'45"W	9.69
L90	S81°39'45"W	25.92

CURVE DATA													
NO.	Δ	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING	NO.	Δ	RADIUS	LENGTH	CH. BEARING		
C13	43°17'02"	330.00	249.30	130.34	243.41	N47°08'27"E	C84	181°54'13"	59.00	166.72	370.50	N01°14'23"E	
C14	02°30'07"	429.00	4.34	2.17	4.34	N02°47'42"E	C85	182°08'11"	14.13	44.95	—	S85°50'22"E	
C15	99°17'01"	15.00	25.99	17.65	22.86	N87°27'58"E	C86	183°03'58"	375.00	118.24	58.82	N17°02'40"E	
C16	98°58'58"	13.00	25.91	17.56	22.81	N06°35'58"E	C87	183°03'58"	350.00	110.39	55.64	N07°40'40"E	
C17	21°38'28"	593.00	188.55	85.41	189.44	N53°41'44"W	C88	07°59'27"	400.00	25.87	27.88	S63°51'47"W	
C18	02°39'27"	476.00	20.65	10.33	20.65	N44°08'17"W	C89	30°02'51"	300.00	189.22	103.44	N95°56'52"E	
C19	21°38'28"	525.00	197.99	100.18	196.82	N53°41'44"W	C90	38°02'51"	275.00	182.61	84.62	N78°28'02"E	
C20	10°19'40"	473.00	85.62	42.81	85.61	N69°20'09"W	C91	38°02'51"	325.00	275.62	132.26	N11°47'30"E	
C21	85°12'29"	10.00	14.97	9.20	13.54	N87°59'15"W	C92	38°02'51"	100.00	86.41	34.49	S51°51'02"E	
C22	10°00'00"	10.00	18.66	13.52	18.68	N02°39'55"W	C93	34°22'08"	195.00	74.89	36.69	N37°48'38"E	
C23	53°18'44"	225.00	209.23	119.87	201.77	N68°10'20"E	C94	27°04'01"	25.00	35.43	18.55	S51°03'25"E	
C24	41°58'24"	200.00	146.51	76.72	143.26	N73°49'35"W	C95	89°48'09"	10.00	14.10	8.51	N33°51'54"E	
C25	45°24'20"	250.00	198.12	104.59	192.98	N72°08'41"E	C96	100°58'50"	12.00	21.15	14.50	S85°17'50"E	
C26	110°21'10"	60.00	115.91	86.79	88.71	N26°50'34"W	C97	28°21'14"	250.00	123.72	63.75	N22°46'04"E	
C27	110°41'10"	85.00	97.41	59.43	92.98	N29°50'34"W	C98	22°48'09"	275.00	109.44	55.45	N11°24'03"E	
C28	110°41'10"	85.00	164.21	122.95	139.84	N29°50'34"W	C99	28°21'14"	225.00	111.50	56.84	N14°10'37"E	
C29	90°00'00"	10.00	15.71	10.00	14.14	S70°30'01"W	C100	18°13'42"	308.00	81.33	40.61	N01°08'10"E	
C30	90°00'00"	10.00	15.71	10.00	14.14	N19°29'59"W	C101	42°15'25"	350.00	298.15	135.75	N52°34'13"E	
C31	119°09'03"	502.00	176.79	84.49	187.01	S84°55'28"E	C102	84°47'09"	225.00	332.95	205.40	S47°38'28"E	
C32	119°09'03"	477.00	159.43	80.47	158.69	S84°55'28"E	C103	4°32'11"	150.00	125.32	66.58	N21°71'08"E	
C33	119°09'03"	527.00	176.15	84.80	175.33	S84°55'28"E	C104	07°44'05"	627.00	84.24	42.36	S49°12'59"E	
C34	181°17'50"	798.00	226.98	114.20	228.27	N53°29'51"W	C105	88°24'00"	25.00	28.87	16.39	S05°47'59"E	
C35	181°17'50"	893.00	234.09	117.84	233.30	N53°29'51"W	C106	38°02'51"	175.00	116.21	60.34	N14.00	N42°37'20"E
C36	90°00'00"	10.00	15.71	10.00	14.14	N19°29'59"W	C107	183°03'58"	250.00	78.83	39.74	S85°51'40"E	
C37	90°00'00"	10.00	15.71	10.00	14.14	N19°29'59"W	C108	181°54'13"	159.00	446.29	598.45	S14.04	N01°14'23"E
C38	90°00'00"	10.00	15.71	10.00	14.14	S73°21'17"W	C109	30°09'45"	300.00	189.30	87.90	S86.22	N79°43'38"W
C39	90°00'00"	10.00	15.71	10.00	14.14	N19°29'59"W	C110	103°10'09"	505.00	108.71	54.45	N08°16'26"E	
C40	90°00'00"	10.00	15.71	10.00	14.14	N19°29'59"W	C111	37°55'52"	30.00	19.85	10.31	S19.20	N31°19'52"E
C41	27°15'59"	460.00	190.36	97.02	188.58	N14°43'15"E	C112	80°00'00"	50.00	59.39	33.76	S55.98	N84°19'31"E
C42	27°15'59"	425.00	202.25	103.08	200.35	N14°43'15"E	C113	03°00'51"	853.00	48.29	24.28	S48.50	N48°21'21"E
C43	27°15'59"	375.00	178.49	89.82	178.78	N14°43'15"E	C114	19°28'03"	377.00	129.01	63.80	S25.42	S34°50'20"E
C44	36°59'45"	175.00	110.45	57.14	108.63	N79°43'38"W	C115	21°35'29"	625.00	235.70	119.27	S24.30	N53°41'46"W
C45	36°59'45"	200.00	126.23	65.30	124.15	N79°43'38"W	C116	14°55'14"	308.00	79.68	40.07	S85.50	N32°55'11"E
C46	02°39'27"	150.00	15.29	7.65	15.29	N44°08'17"W	C117	22°50'29"	353.00	500.19	295.79	S67.10	N01°08'10"E
C47	181°54'13"	34.00	96.08	213.51	67.15	N01°14'23"E							

LJA
LJA ENGINEERING
TSPLO FIRM REG. NO. 10016600
TSPFE FIRM REG. NO. F-1386
5505 F. BISHOP STREET, SUITE 402
CORPUS CHRISTI, TEXAS 78411
PHONE 361.661.6262
WWW.LJA.COM

EXHIBIT A-3 – MAP OF THE PRESERVE

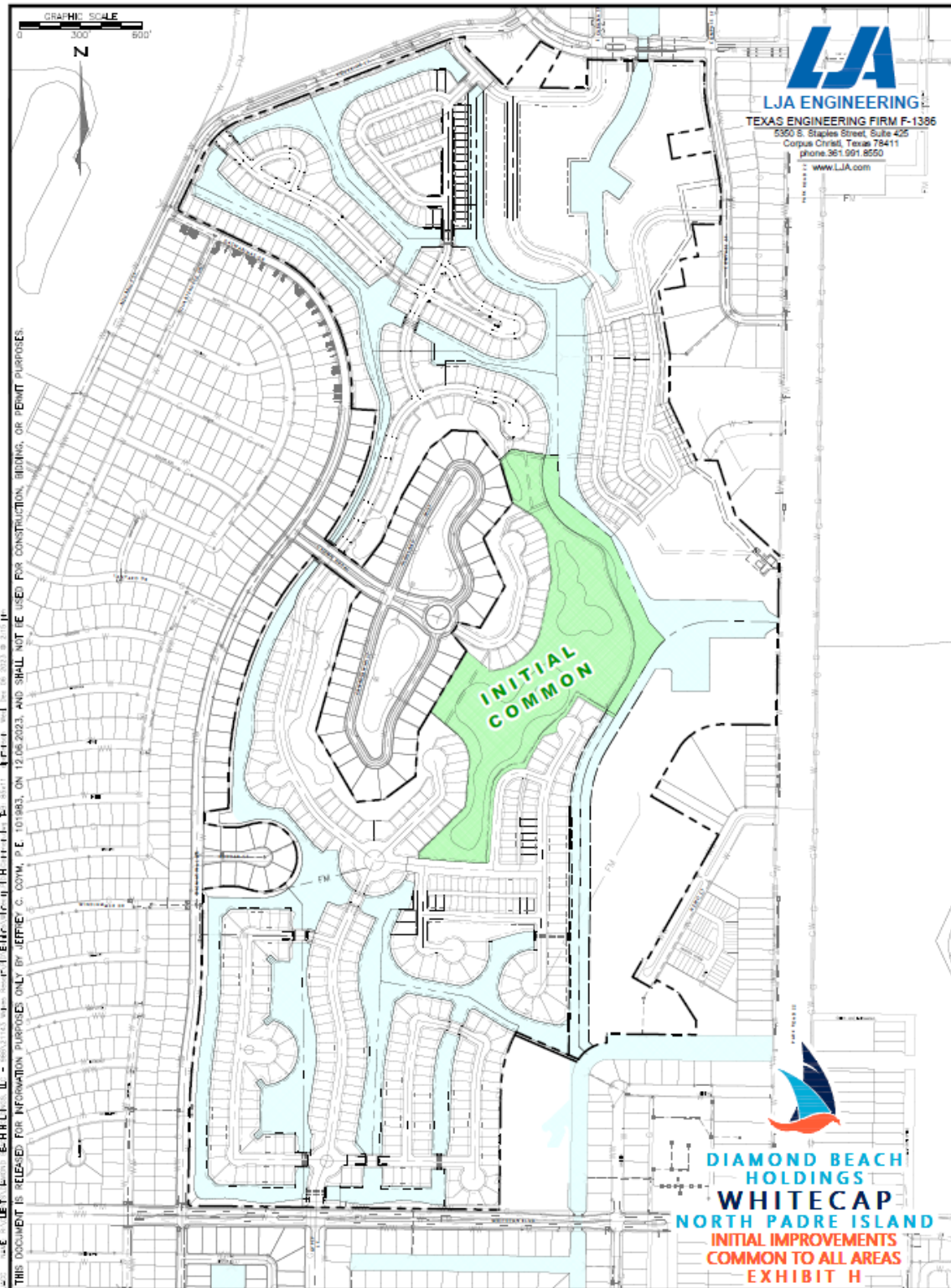


EXHIBIT A-4 – MAP OF REMAINDER AREA

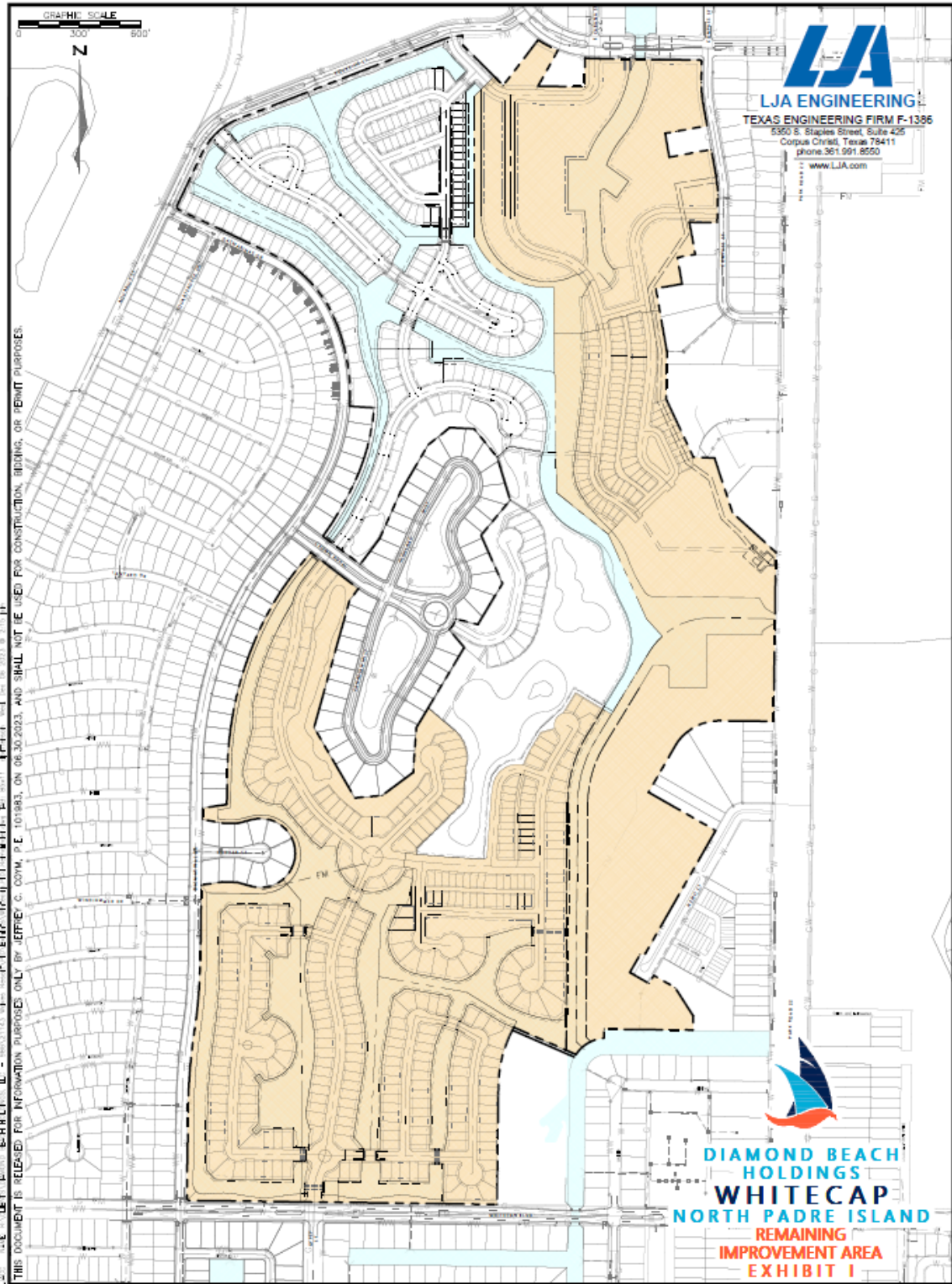


EXHIBIT A-5 – LOT TYPE CLASSIFICATION MAP

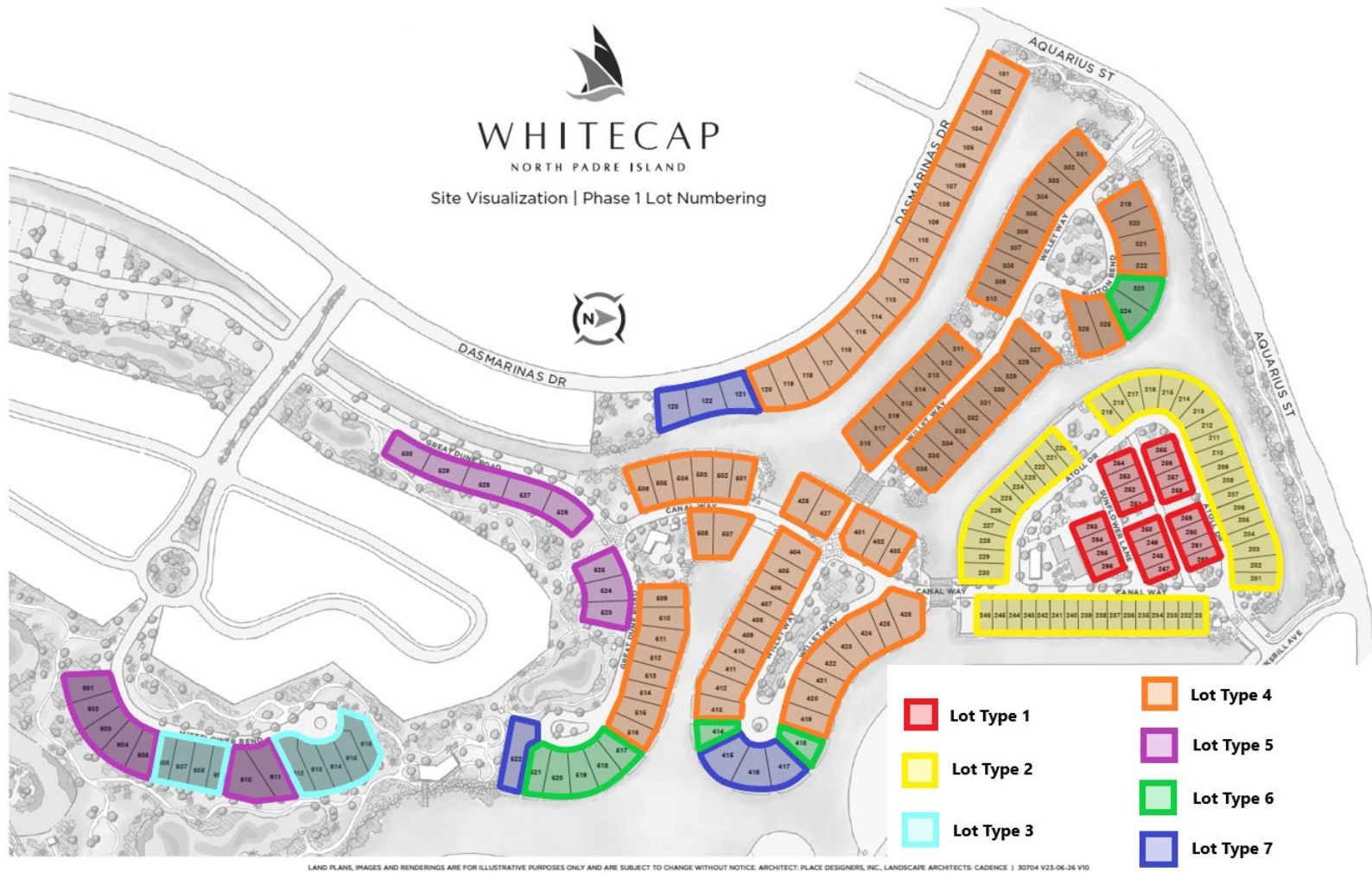


EXHIBIT B – PROJECT COSTS

	Total Costs ^[a]	Private ^[b]	Improvement Area #1		Remainder Area	
			%	Cost	%	Cost
<i>Initial Common to All Improvements^[c]</i>						
Preserve	\$ 2,310,000	\$ -	23.55%	\$ 544,018	76.45%	\$ 1,765,982
Soft Costs ^[d]	852,500	-	23.55%	200,769	76.45%	651,731
	<u>\$ 3,162,500</u>	<u>\$ -</u>		<u>\$ 744,786</u>		<u>\$ 2,417,714</u>
<i>Improvement Area #1 Improvements</i>						
Street	\$ 17,087,424	\$ -	100.00%	\$ 17,087,424	0.00%	\$ -
Drainage	1,655,010	-	100.00%	1,655,010	0.00%	-
Water	1,742,790	-	100.00%	1,742,790	0.00%	-
Wastewater	3,196,725	-	100.00%	3,196,725	0.00%	-
Soft Costs ^[e]	3,436,250	-	100.00%	3,436,250	0.00%	-
	<u>\$ 27,118,199</u>	<u>\$ -</u>		<u>\$ 27,118,199</u>		<u>\$ -</u>
<i>Improvement Area #1 Private Improvements</i>						
Community Amenities and Parks	\$ 8,460,000	\$ 8,460,000	0.00%	\$ -	0.00%	\$ -
Private Landscape Development Costs	2,291,000	2,291,000	0.00%	-	0.00%	-
	<u>\$ 10,751,000</u>	<u>\$ 10,751,000</u>		<u>\$ -</u>		<u>\$ -</u>
<i>Bond Issuance Costs^[f]</i>						
Debt Service Reserve	\$ 1,774,602			\$ 1,774,602		\$ -
Capitalized Interest	-			-		-
Underwriter's Discount	715,680			715,680		-
Costs of Issuance	1,550,640			1,550,640		-
	<u>\$ 4,040,922</u>			<u>\$ 4,040,922</u>		<u>\$ -</u>
<i>Other Costs</i>						
Deposit to Administrative Fund	\$ 40,000			\$ 40,000		\$ -
	<u>\$ 40,000</u>			<u>\$ 40,000</u>		<u>\$ -</u>
Total	\$ 45,112,621	\$ 10,751,000		\$ 31,943,908		\$ 2,417,714

Footnotes:

[a] Total Costs per Preliminary Opinion of Probable Construction Costs Whitecap - North Padre Island, PID Direct Public Improvements dated 11/17/2023.

[b] Not reimbursable through Assessments.

[c] Initial Common to All Improvements are allocated to Improvement Area #1 and the Remainder Area pro rata based on acreage. Improvement Area #1 is 55.9022 acres and the Remainder Area 181.4688 acres. Therefore, Improvement Area #1 is allocated 23.55% ($= 55.9022 / (55.9022 + 181.4688)$) of the Initial Common to all Improvements, and the Remainder Area is allocated the remaining 76.45% ($= 181.4688 / (55.9022 + 181.4688)$) of the Initial Common to All Improvements.

[d] Initial Common to All Improvement Soft Costs include contingency, and consultant fees.

[e] Improvement Area #1 Soft Costs includes \$150,000 in District Formation Costs.

[f] Bond Issuance Costs and Other Costs associated with Improvement Area #1 are estimates only, to be determined at time of issuance of PID Bonds to reimburse all or a portion of the Improvement Area #1 Reimbursement Obligation.

EXHIBIT C – SERVICE PLAN

		Improvement Area #1				
Annual Installment Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
<i>Improvement Area #1 Reimbursement Obligation</i>						
Principal		\$ 290,000.00	\$ 308,000.00	\$ 327,000.00	\$ 348,000.00	\$ 369,000.00
Interest		\$ 1,483,843.20	\$ 1,465,805.20	\$ 1,446,647.60	\$ 1,426,308.20	\$ 1,404,662.60
	(1)	\$ 1,773,843.20	\$ 1,773,805.20	\$ 1,773,647.60	\$ 1,774,308.20	\$ 1,773,662.60
Additional Interest ^[a]	(2)	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Collection Costs	(3)	\$ 40,000.00	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 1,813,843.20	\$ 1,814,605.20	\$ 1,815,263.60	\$ 1,816,756.52	\$ 1,816,959.89

Footnotes:

[a] Additional Interest will not be charged on the Improvement Area #1 Reimbursement Obligation. In the event PID Bonds secured by the Improvement Area #1 Assessment are issued, the Service Plan and Improvement Area #1 Assessment Roll shall be updated to reflect the Additional Interest collected for such PID Bonds.

EXHIBIT D – SOURCES AND USES OF FUNDS

	Private	Improvement Area #1	Remainder Area	Total
Sources of Funds				
Improvement Area #1 Reimbursement Obligation	\$ -	\$ 23,856,000	\$ -	\$ 23,856,000
Developer Contribution ^[a]	-	7,343,121	-	9,760,835
Developer Contribution - Initial Common to All Improvements - IA#1 ^[c]	-	744,786	-	744,786
Developer Contribution - Initial Common to All Improvements - Remainder Area ^[d]	-	-	2,417,714	2,417,714
Developer Contribution - Private Improvements ^[a]	10,751,000	-	-	10,751,000
Total Sources	\$ 10,751,000	\$ 31,943,908	\$ 2,417,714	\$ 45,112,621
Uses of Funds				
Initial Common to All Improvements	\$ -	\$ 744,786	\$ 2,417,714	\$ 3,162,500
Improvement Area #1 Improvements	-	27,118,199	-	27,118,199
Private Improvements	10,751,000	-	-	10,751,000
	\$ 10,751,000	\$ 27,862,985	\$ 2,417,714	\$ 41,031,699
<i>Bond Issuance Costs^[b]</i>				
Debt Service Reserve	\$ -	\$ 1,774,602	\$ -	\$ 1,774,602
Capitalized Interest	-	-	-	-
Underwriter's Discount	-	715,680	-	715,680
Costs of Issuance	-	1,550,640	-	1,550,640
	\$ -	\$ 4,040,922	\$ -	\$ 4,040,922
<i>Other Costs^[b]</i>				
Deposit to Administrative Fund	\$ -	\$ 40,000	\$ -	\$ 40,000
	\$ -	\$ 40,000	\$ -	\$ 40,000
Total Uses	\$ 10,751,000	\$ 31,943,908	\$ 2,417,714	\$ 45,112,621

Footnotes:

[a] Not reimbursable through Assessments.

[b] Bond Issuance Costs and Other Costs associated with Improvement Area #1 are estimates only, to be determined at time of issuance of PID Bonds to reimburse all or a portion of the Improvement Area #1 Reimbursement Obligation.

[c] Initial Common to All Improvements allocable to Improvement Area #1 are financed by the Owner Contribution - Initial Common to All Improvements - IA#1, and are not to be reimbursed from Assessments.

[d] Initial Common to All Improvements allocable to the Remainder Area are eligible to be reimbursed from future Assessments.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units ^[a]	Estimated Buildout Value per Unit ^[a]	Total Estimated Buildout Value	Assessment		Average Annual Installment		PID TRE	VTL
				Total	Per Unit	Total	Per Unit		
Improvement Area #1									
Lot Type 1	19	\$ 850,000	\$ 16,150,000	\$ 1,491,693	\$ 78,510	\$ 114,312	\$ 6,016	\$ 0.7078	2.8086
Lot Type 2	47	1,020,000	47,940,000	4,427,972	94,212	339,325	7,220	0.7078	2.8086
Lot Type 3	9	1,150,000	10,350,000	955,976	106,220	73,259	8,140	0.7078	2.4995
Lot Type 4	93	1,380,000	128,340,000	11,854,108	127,464	908,407	9,768	0.7078	2.4995
Lot Type 5	15	1,500,000	22,500,000	2,078,210	138,547	159,258	10,617	0.7078	2.2411
Lot Type 6	9	1,800,000	16,200,000	1,496,311	166,257	114,666	12,741	0.7078	2.2411
Lot Type 7	7	2,400,000	16,800,000	1,551,730	221,676	118,913	16,988	0.7078	1.9244
Subtotal	199		\$ 258,280,000	\$ 23,856,000		\$ 1,828,139			2.5001

Footnotes:

[a] Per information provided by Developer on 9/15/2023.

EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Acreage	Allocation	Outstanding Assessment	Annual Installment due 1/31/2025 ^[b]
571270	Improvement Area #1 Initial Parcel	30.6800	30.47%	\$ 7,269,565.94	\$ 552,726.89
571269	Improvement Area #1 Initial Parcel	70.0003	69.53%	\$ 16,586,434.06	\$ 1,261,116.31
Total^[c]		100.6803	100.00%	\$ 23,856,000.00	\$ 1,813,843.20

Footnotes:

[a] The Assessment and Annual Installment have initially been allocated between all Property IDs within the Improvement Area #1 Initial Parcel pro rata based on acreage as reported by Nueces Central Appraisal District. Future allocation of the Assessment will be done in accordance with Section VI of this Service and Assessment Plan.

[b] Annual Installment covers the period September 30, 2024 to October 1, 2025, and is due January 31, 2025.

[c] For a version of the Improvement Area #1 Assessment Roll broken out on a per Lot basis by legal description per plats submitted by the Owner, see below. Note, Property ID numbers will be added when assigned by Nueces County.

		Legal Description				
Property ID	Unit	Block	Lot	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2025
TBD	1A	1	3	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1A	1	4	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1A	1	5	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1A	1	6	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1A	1	7	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1A	1	8	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1A	1	9	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1A	1	10	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1A	1	11	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1A	1	12	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1A	1	13	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1A	1	14	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1A	1	15	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1A	1	16	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1A	1	17	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1A	1	18	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1A	1	19	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1A	1	20	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1A	1	21	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1A	1	22	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1A	1	23	Lot Type 7	\$ 221,675.70	\$ 16,854.67
TBD	1A	1	24	Lot Type 7	\$ 221,675.70	\$ 16,854.67
TBD	1A	1	25	Lot Type 7	\$ 221,675.70	\$ 16,854.67
TBD	1B	6	2	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	3	Lot Type 2	\$ 94,212.17	\$ 7,163.23

Property ID	Unit	Legal Description		Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2025
		Block	Lot			
TBD	1B	6	4	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	5	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	6	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	7	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	8	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	9	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	10	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	11	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	12	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	13	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	14	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	15	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	16	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	17	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	18	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	19	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	20	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	22	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	23	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	24	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	25	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	26	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	27	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	28	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	29	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	30	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	31	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	6	32	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	7	2	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	7	3	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	7	4	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	7	5	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	7	6	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	7	7	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	7	8	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	7	9	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	7	10	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	7	11	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	7	12	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	7	13	Lot Type 2	\$ 94,212.17	\$ 7,163.23

Property ID	Unit	Legal Description		Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2025
		Block	Lot			
TBD	1B	7	14	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	7	15	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1E	7	16	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1E	7	17	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	8	2	Lot Type 2	\$ 94,212.17	\$ 7,163.23
TBD	1B	8	3	Lot Type 1	\$ 78,510.14	\$ 5,969.36
TBD	1B	8	4	Lot Type 1	\$ 78,510.14	\$ 5,969.36
TBD	1B	8	5	Lot Type 1	\$ 78,510.14	\$ 5,969.36
TBD	1B	8	7	Lot Type 1	\$ 78,510.14	\$ 5,969.36
TBD	1B	8	8	Lot Type 1	\$ 78,510.14	\$ 5,969.36
TBD	1B	8	9	Lot Type 1	\$ 78,510.14	\$ 5,969.36
TBD	1B	8	10	Lot Type 1	\$ 78,510.14	\$ 5,969.36
TBD	1B	8	13	Lot Type 1	\$ 78,510.14	\$ 5,969.36
TBD	1B	8	14	Lot Type 1	\$ 78,510.14	\$ 5,969.36
TBD	1B	8	15	Lot Type 1	\$ 78,510.14	\$ 5,969.36
TBD	1B	8	16	Lot Type 1	\$ 78,510.14	\$ 5,969.36
TBD	1B	8	18	Lot Type 1	\$ 78,510.14	\$ 5,969.36
TBD	1B	8	19	Lot Type 1	\$ 78,510.14	\$ 5,969.36
TBD	1B	8	20	Lot Type 1	\$ 78,510.14	\$ 5,969.36
TBD	1B	8	21	Lot Type 1	\$ 78,510.14	\$ 5,969.36
TBD	1B	9	3	Lot Type 1	\$ 78,510.14	\$ 5,969.36
TBD	1B	9	4	Lot Type 1	\$ 78,510.14	\$ 5,969.36
TBD	1B	9	5	Lot Type 1	\$ 78,510.14	\$ 5,969.36
TBD	1B	9	6	Lot Type 1	\$ 78,510.14	\$ 5,969.36
TBD	1E	2	2	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	2	3	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	2	4	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	2	5	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	2	6	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	2	7	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	2	8	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	2	9	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	2	10	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	2	11	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	2	13	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	2	14	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	2	15	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	2	16	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	2	17	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	2	18	Lot Type 4	\$ 127,463.53	\$ 9,691.43

Property ID	Unit	Legal Description		Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2025
		Block	Lot			
TBD	1E	2	19	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	2	20	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	3	2	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	3	3	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	3	4	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	3	5	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	3	6	Lot Type 6	\$ 166,256.78	\$ 12,641.00
TBD	1E	3	7	Lot Type 6	\$ 166,256.78	\$ 12,641.00
TBD	1E	3	8	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	3	9	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	3	11	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	3	12	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	3	13	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	3	14	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	3	15	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	3	16	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	3	17	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	3	18	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	3	19	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	3	20	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	10	1	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	10	2	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	10	3	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	11	1	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	11	2	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	11	3	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	11	4	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	11	5	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	11	6	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	11	7	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	11	8	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	11	9	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	11	10	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	11	11	Lot Type 6	\$ 166,256.78	\$ 12,641.00
TBD	1E	11	12	Lot Type 7	\$ 221,675.70	\$ 16,854.67
TBD	1E	11	13	Lot Type 7	\$ 221,675.70	\$ 16,854.67
TBD	1E	11	14	Lot Type 7	\$ 221,675.70	\$ 16,854.67
TBD	1E	11	15	Lot Type 6	\$ 166,256.78	\$ 12,641.00
TBD	1E	11	16	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	11	17	Lot Type 4	\$ 127,463.53	\$ 9,691.43

Property ID	Unit	Legal Description		Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2025
		Block	Lot			
TBD	1E	11	18	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	11	19	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	11	20	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	11	21	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	11	22	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	11	23	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	12	1	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	12	2	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	14	2	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	14	3	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1D	14	4	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1D	14	5	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1D	14	6	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1D	14	7	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1E	15	1	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1D	15	2	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1D	15	4	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1D	15	5	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1D	15	6	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1D	15	7	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1D	15	8	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1D	15	9	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1D	15	10	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1D	15	11	Lot Type 4	\$ 127,463.53	\$ 9,691.43
TBD	1D	15	12	Lot Type 6	\$ 166,256.78	\$ 12,641.00
TBD	1D	15	13	Lot Type 6	\$ 166,256.78	\$ 12,641.00
TBD	1D	15	14	Lot Type 6	\$ 166,256.78	\$ 12,641.00
TBD	1D	15	15	Lot Type 6	\$ 166,256.78	\$ 12,641.00
TBD	1D	15	16	Lot Type 6	\$ 166,256.78	\$ 12,641.00
TBD	1D	15	17	Lot Type 7	\$ 221,675.70	\$ 16,854.67
TBD	1D	15	18	Lot Type 5	\$ 138,547.31	\$ 10,534.17
TBD	1D	15	19	Lot Type 5	\$ 138,547.31	\$ 10,534.17
TBD	1D	15	20	Lot Type 5	\$ 138,547.31	\$ 10,534.17
TBD	1D	15	21	Lot Type 5	\$ 138,547.31	\$ 10,534.17
TBD	1D	15	22	Lot Type 5	\$ 138,547.31	\$ 10,534.17
TBD	1D	15	23	Lot Type 5	\$ 138,547.31	\$ 10,534.17
TBD	1D	15	24	Lot Type 5	\$ 138,547.31	\$ 10,534.17
TBD	1D	15	25	Lot Type 5	\$ 138,547.31	\$ 10,534.17
TBD	1C	16	2	Lot Type 5	\$ 138,547.31	\$ 10,534.17
TBD	1C	16	3	Lot Type 5	\$ 138,547.31	\$ 10,534.17

Property ID	Unit	Legal Description		Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2025
		Block	Lot			
TBD	1C	16	4	Lot Type 5	\$ 138,547.31	\$ 10,534.17
TBD	1C	16	5	Lot Type 5	\$ 138,547.31	\$ 10,534.17
TBD	1C	16	6	Lot Type 5	\$ 138,547.31	\$ 10,534.17
TBD	1C	16	7	Lot Type 3	\$ 106,219.61	\$ 8,076.20
TBD	1C	16	8	Lot Type 3	\$ 106,219.61	\$ 8,076.20
TBD	1C	16	9	Lot Type 3	\$ 106,219.61	\$ 8,076.20
TBD	1C	16	10	Lot Type 3	\$ 106,219.61	\$ 8,076.20
TBD	1C	16	11	Lot Type 5	\$ 138,547.31	\$ 10,534.17
TBD	1C	16	12	Lot Type 5	\$ 138,547.31	\$ 10,534.17
TBD	1C	16	13	Lot Type 3	\$ 106,219.61	\$ 8,076.20
TBD	1C	16	14	Lot Type 3	\$ 106,219.61	\$ 8,076.20
TBD	1C	16	15	Lot Type 3	\$ 106,219.61	\$ 8,076.20
TBD	1C	16	16	Lot Type 3	\$ 106,219.61	\$ 8,076.20
TBD	1C	16	17	Lot Type 3	\$ 106,219.61	\$ 8,076.20
Total					\$ 23,856,000.00	\$ 1,813,842.68

EXHIBIT F-2 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installments ^[b]
2025	\$ 290,000	\$ 1,483,843	\$ 40,000	\$ 1,813,843
2026	\$ 308,000	\$ 1,465,805	\$ 40,800	\$ 1,814,605
2027	\$ 327,000	\$ 1,446,648	\$ 41,616	\$ 1,815,264
2028	\$ 348,000	\$ 1,426,308	\$ 42,448	\$ 1,816,757
2029	\$ 369,000	\$ 1,404,663	\$ 43,297	\$ 1,816,960
2030	\$ 392,000	\$ 1,381,711	\$ 44,163	\$ 1,817,874
2031	\$ 417,000	\$ 1,357,328	\$ 45,046	\$ 1,819,375
2032	\$ 443,000	\$ 1,331,391	\$ 45,947	\$ 1,820,338
2033	\$ 470,000	\$ 1,303,836	\$ 46,866	\$ 1,820,703
2034	\$ 500,000	\$ 1,274,602	\$ 47,804	\$ 1,822,406
2035	\$ 531,000	\$ 1,243,502	\$ 48,760	\$ 1,823,262
2036	\$ 564,000	\$ 1,210,474	\$ 49,735	\$ 1,824,209
2037	\$ 599,000	\$ 1,175,393	\$ 50,730	\$ 1,825,123
2038	\$ 636,000	\$ 1,138,136	\$ 51,744	\$ 1,825,880
2039	\$ 676,000	\$ 1,098,576	\$ 52,779	\$ 1,827,356
2040	\$ 718,000	\$ 1,056,529	\$ 53,835	\$ 1,828,364
2041	\$ 762,000	\$ 1,011,870	\$ 54,911	\$ 1,828,781
2042	\$ 810,000	\$ 964,473	\$ 56,010	\$ 1,830,483
2043	\$ 860,000	\$ 914,091	\$ 57,130	\$ 1,831,221
2044	\$ 914,000	\$ 860,599	\$ 58,272	\$ 1,832,872
2045	\$ 970,000	\$ 803,748	\$ 59,438	\$ 1,833,186
2046	\$ 1,031,000	\$ 743,414	\$ 60,627	\$ 1,835,041
2047	\$ 1,095,000	\$ 679,286	\$ 61,839	\$ 1,836,125
2048	\$ 1,163,000	\$ 611,177	\$ 63,076	\$ 1,837,253
2049	\$ 1,235,000	\$ 538,839	\$ 64,337	\$ 1,838,176
2050	\$ 1,312,000	\$ 462,022	\$ 65,624	\$ 1,839,646
2051	\$ 1,394,000	\$ 380,415	\$ 66,937	\$ 1,841,352
2052	\$ 1,480,000	\$ 293,708	\$ 68,275	\$ 1,841,984
2053	\$ 1,572,000	\$ 201,652	\$ 69,641	\$ 1,843,293
2054	\$ 1,670,000	\$ 103,874	\$ 71,034	\$ 1,844,908
Total	\$ 23,856,000	\$ 29,367,917	\$ 1,622,723	\$ 54,846,640

Footnotes:

[a] Interest is calculated at a 6.22% rate for illustrative purposes.

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

EXHIBIT G-1 – MAPS OF INITIAL COMMON TO ALL IMPROVEMENTS

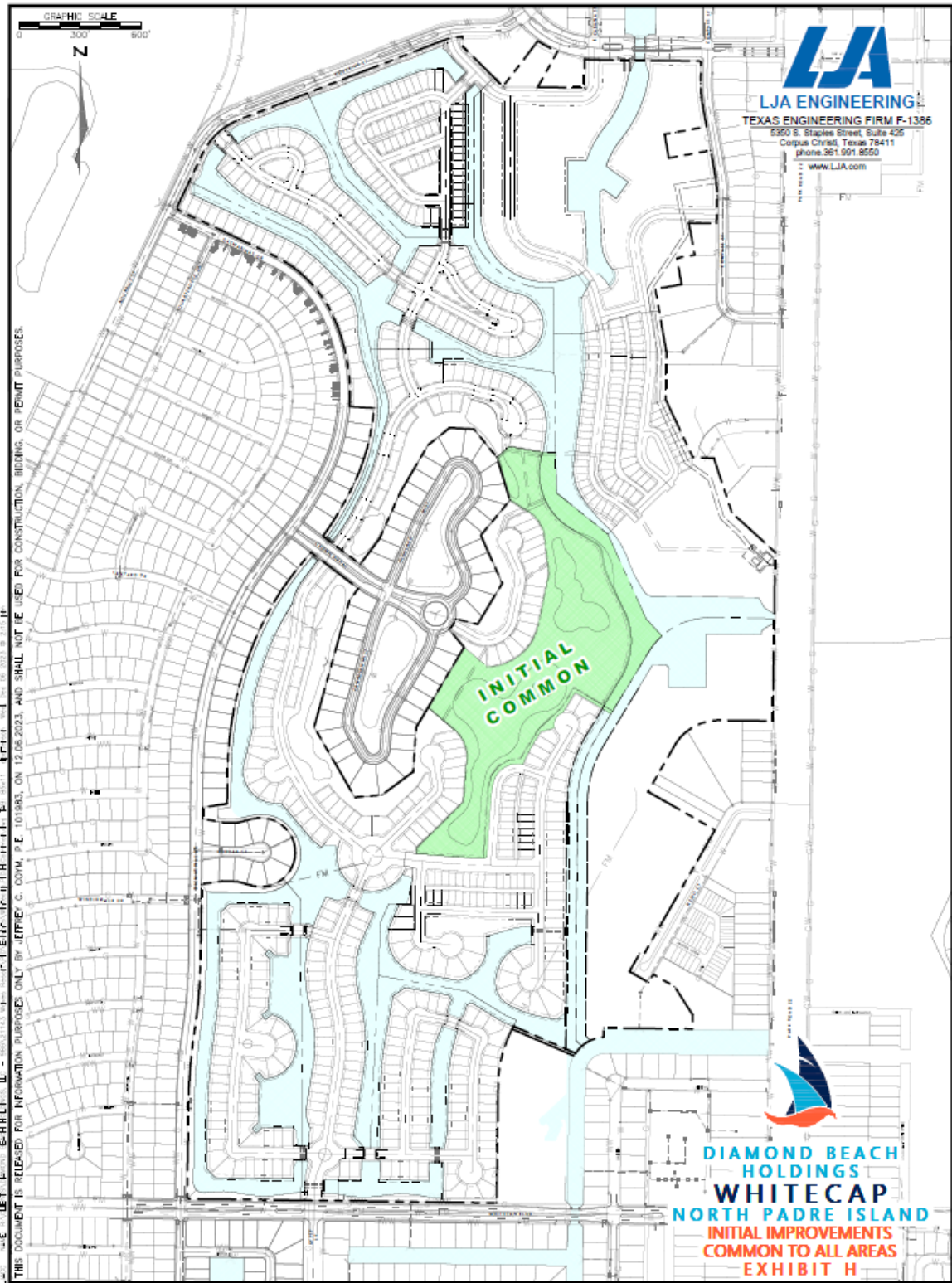
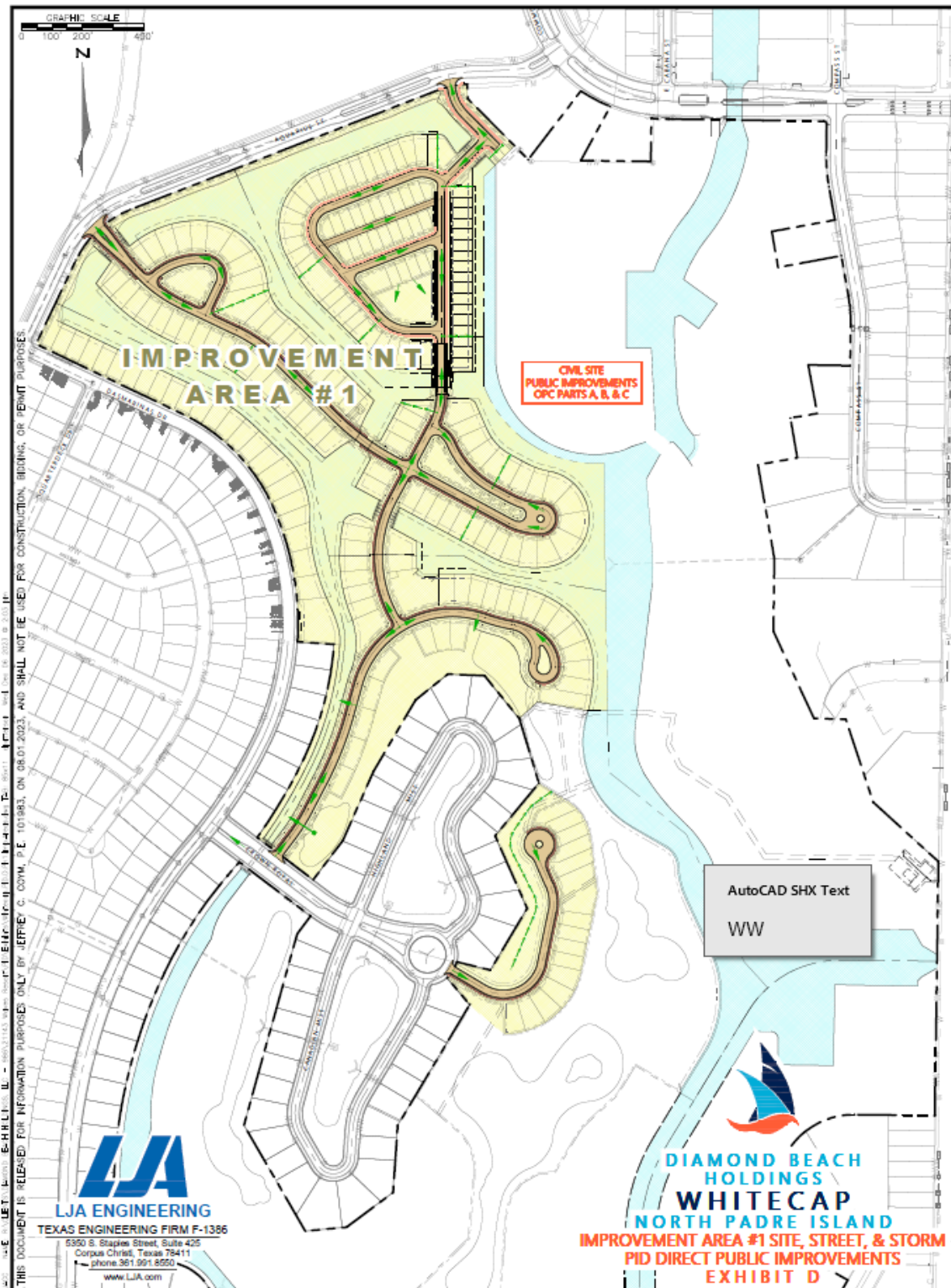
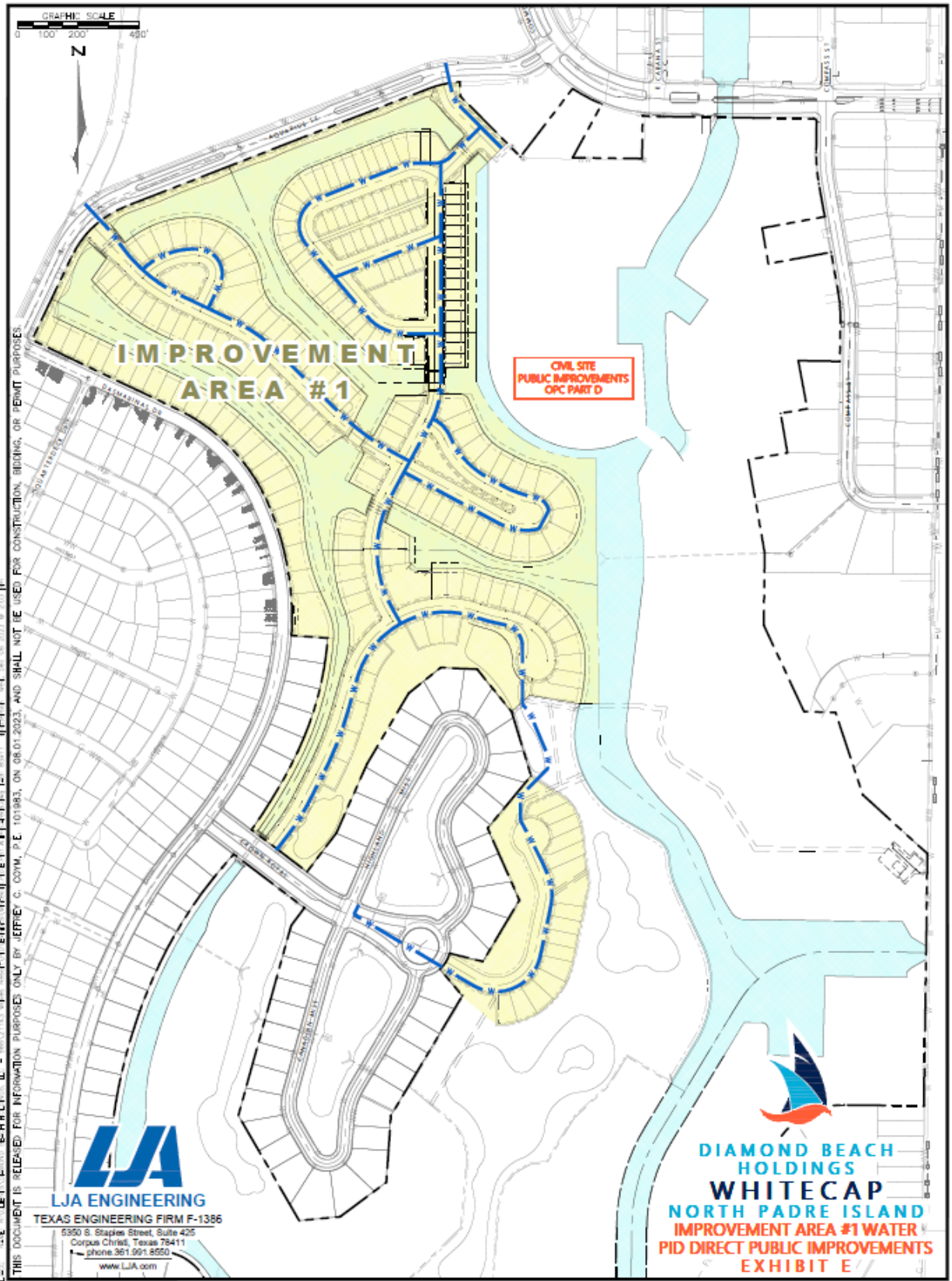
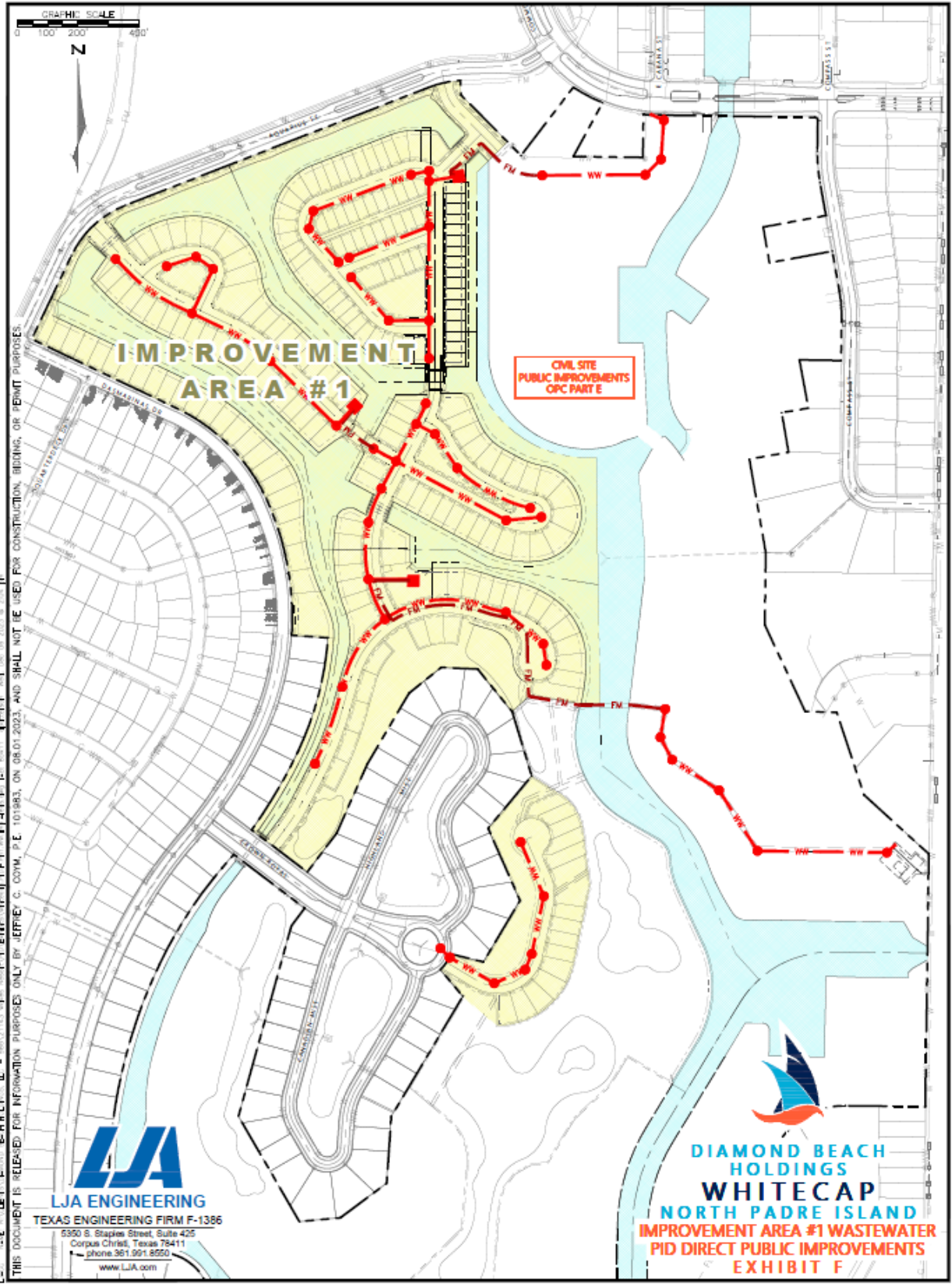


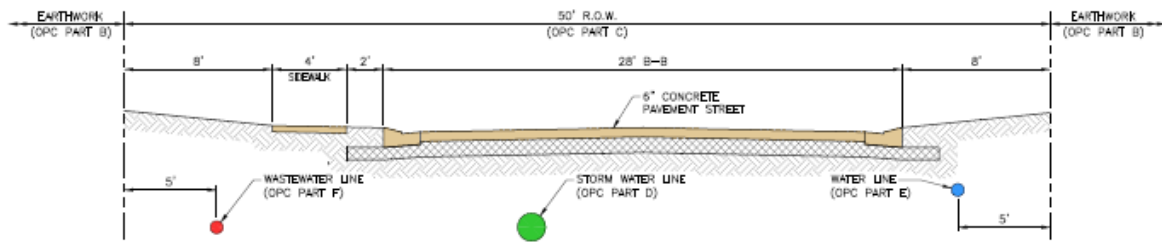
EXHIBIT G-2 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS



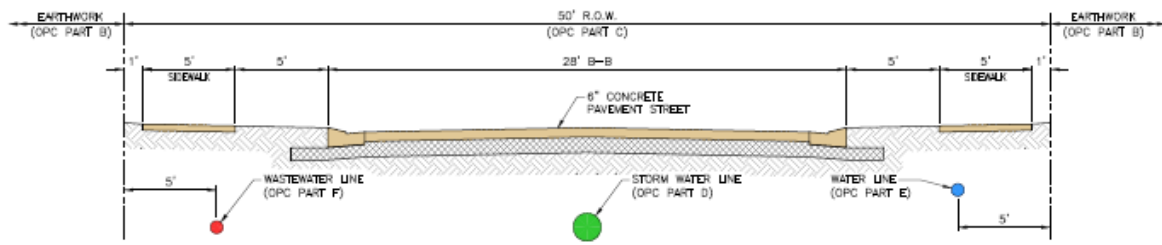




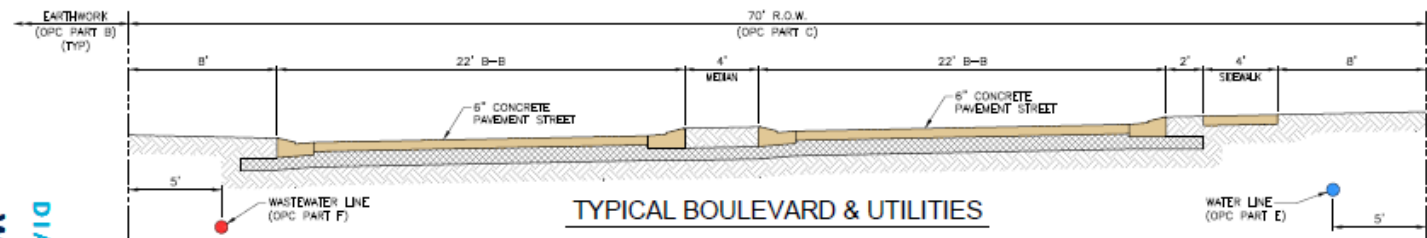
THIS DOCUMENT IS RELEASED FOR INFORMATION PURPOSES ONLY BY JEFFREY C. COYM, P.E. 101983, ON 12.13.2022, AND SHALL NOT BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.



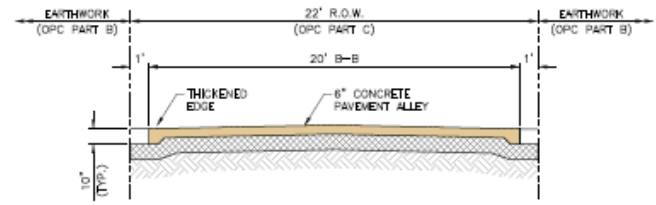
TYPICAL RESIDENTIAL LOCAL STREET & UTILITIES



TYPICAL CR-2 LOCAL STREET & UTILITIES



TYPICAL BOULEVARD & UTILITIES



TYPICAL ALLEYWAY



EXHIBIT H – FORM OF NOTICE OF ASSESSMENT TERMINATION



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

[Date]
Nueces County Clerk's Office
Honorable [County Clerk]
901 Leopard St #201
Corpus Christi, TX 78401

Re: City of Corpus Christi Lien Release documents for filing

Dear Ms./Mr. [County Clerk]

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

City of Corpus Christi
Attn: City Secretary
1201 Leopard St
Corpus Christi, TX 78401

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

Sincerely,
[Signature]

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

AFTER RECORDING RETURN TO:

**[City Secretary Name]
1201 Leopard St
Corpus Christi, TX 78401**

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

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

**STATE OF TEXAS §
 § **KNOWN ALL MEN BY THESE PRESENTS:**
COUNTY OF NUECES §**

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

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits of the City; and

WHEREAS, on May 17, 2022, the City Council of the City approved Resolution No. 032761 creating the Whitecap Public Improvement District No. 1 (the "District"); and

WHEREAS, the District consists of approximately 242.011 contiguous acres within the corporate limits of the City; and

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

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

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

and

WHEREAS, the Lien Amount has been paid in full.

RELEASE

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

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

CITY OF CORPUS CHRISTI, TEXAS,
A Texas home rule municipality,

By: _____
[Manager Name], City Manager

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
 §
COUNTY OF NUECES §

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

Notary Public, State of Texas

**EXHIBIT I – ANNUAL INSTALLMENT SCHEDULE FOR THE IMPROVEMENT AREA #1
REIMBURSEMENT OBLIGATION**

Installment Due 1/31	Principal	Interest ^[a]	Total Installment
2025	\$ 290,000	\$ 1,483,843	\$ 1,773,843
2026	\$ 308,000	\$ 1,465,805	\$ 1,773,805
2027	\$ 327,000	\$ 1,446,648	\$ 1,773,648
2028	\$ 348,000	\$ 1,426,308	\$ 1,774,308
2029	\$ 369,000	\$ 1,404,663	\$ 1,773,663
2030	\$ 392,000	\$ 1,381,711	\$ 1,773,711
2031	\$ 417,000	\$ 1,357,328	\$ 1,774,328
2032	\$ 443,000	\$ 1,331,391	\$ 1,774,391
2033	\$ 470,000	\$ 1,303,836	\$ 1,773,836
2034	\$ 500,000	\$ 1,274,602	\$ 1,774,602
2035	\$ 531,000	\$ 1,243,502	\$ 1,774,502
2036	\$ 564,000	\$ 1,210,474	\$ 1,774,474
2037	\$ 599,000	\$ 1,175,393	\$ 1,774,393
2038	\$ 636,000	\$ 1,138,136	\$ 1,774,136
2039	\$ 676,000	\$ 1,098,576	\$ 1,774,576
2040	\$ 718,000	\$ 1,056,529	\$ 1,774,529
2041	\$ 762,000	\$ 1,011,870	\$ 1,773,870
2042	\$ 810,000	\$ 964,473	\$ 1,774,473
2043	\$ 860,000	\$ 914,091	\$ 1,774,091
2044	\$ 914,000	\$ 860,599	\$ 1,774,599
2045	\$ 970,000	\$ 803,748	\$ 1,773,748
2046	\$ 1,031,000	\$ 743,414	\$ 1,774,414
2047	\$ 1,095,000	\$ 679,286	\$ 1,774,286
2048	\$ 1,163,000	\$ 611,177	\$ 1,774,177
2049	\$ 1,235,000	\$ 538,839	\$ 1,773,839
2050	\$ 1,312,000	\$ 462,022	\$ 1,774,022
2051	\$ 1,394,000	\$ 380,415	\$ 1,774,415
2052	\$ 1,480,000	\$ 293,708	\$ 1,773,708
2053	\$ 1,572,000	\$ 201,652	\$ 1,773,652
2054	\$ 1,670,000	\$ 103,874	\$ 1,773,874
Total	\$ 23,856,000	\$ 29,367,917	\$ 53,223,917

Footnotes:

[a] Interest is calculated at a 6.22% rate for illustrative purposes.

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

EXHIBIT J-1 – DISTRICT LEGAL DESCRIPTION



engineers | architects | contractors

Solutions Today with a
Vision for Tomorrow

30.68 ACRE TRACT

Field Notes Description

SHOWING THE BOUNDARY OF A 30.68-ACRE TRACT OF LAND HEREIN DESCRIBED AS "TRACT 4", COMPRISED OF A PORTION OF LOT 27C OF THE PADRE ISLAND - CORPUS CHRISTI ISLAND FAIRWAY ESTATES, HEREAFTER REFERRED TO AS P.I.C.C.I.F.E., A MAP OF WHICH IS RECORDED IN VOLUME 67, PAGE 779, MAP RECORDS, NUECES COUNTY, TEXAS, A PORTION OF BLOCK 26 OF THE P.I.C.C.I.F.E., BLOCKS 24-33, A MAP OF WHICH IS RECORDED IN VOLUME 40, PAGE 154, MAP RECORDS, NUECES COUNTY, TEXAS A PORTION OF THE P.I.C.C.I.F.E., BLOCKS 43-44, A MAP OF WHICH IS RECORDED IN VOLUME 42, PAGE 10, MAP RECORDS, NUECES COUNTY, TEXAS, AND PORTIONS OF BLOCKS, 34, 35, AND 36 OF THE P.I.C.C.I.F.E., BLOCKS 34, 35, AND 36, A MAP OF WHICH IS RECORDED IN VOLUME 40, PAGE 183, MAP RECORDS, NUECES COUNTY, TEXAS, SAID BLOCKS 26, 35, 36, 43, 44, AND A PORTION OF BLOCK 34 NOW VACATED AS PER PLAT RECORDED IN VOLUME 67, PAGE 688, MAP RECORDS, NUECES COUNTY, TEXAS, SAID 30.68-ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING: AT A 5/8 INCH IRON ROD (Y = 17,115,595.64, X = 1,396,489.86) FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF ESTRADA DRIVE (60' R.O.W.), SAME BEING ON THE SOUTH LINE OF A CALLED 3.766-ACRE TRACT KNOWN AS A "RIGHT-OF-WAY EASEMENT FOR THE AQUARIUS STREET RE-ALIGNMENT" DESCRIBED IN A DEED TO THE CITY OF CORPUS CHRISTI AS RECORDED IN DOCUMENT NO. 2011039226, OFFICIAL RECORDS, NUECES COUNTY, TEXAS, FOR THE UPPER NORTHWEST CORNER OF LOT 21, SAID BLOCK 34, FOR AN EXTERIOR CORNER OF SAID LOT 27C, AND FOR A CORNER HEREOF;

THENCE: S 02°16'21" E, ALONG THE WEST LINE OF SAID LOT 21, BLOCK 34, A DISTANCE OF 47.77 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: S 44°49'36" E, A DISTANCE OF 280.79 FEET TO A 5/8 INCH IRON ROD FOUND FOR A COMMON CORNER OF LOTS 21 AND 22, SAID BLOCK 34, AND FOR A CORNER HEREOF;

THENCE: N 37°25'07" E, ALONG THE COMMON LINE OF SAID LOTS 21 AND 22, A DISTANCE OF 283.16 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF COMMODORE'S DRIVE (120' R.O.W.) LOCATED ON A NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 562.31 FEET, A CHORD BEARING OF S 62°06'30" E AND A CHORD LENGTH OF 109.26 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 109.43 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A COMMON CORNER OF LOTS 22 AND 23, SAID BLOCK 34, FOR A CORNER HEREOF;

THENCE: S 28°44'12" W, ALONG THE COMMON LINE OF SAID LOTS 22 AND 23, A DISTANCE OF 200.97 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: S 09°54'41" W, A DISTANCE OF 275.84 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 13°36'58" E, A DISTANCE OF 55.06 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 05°18'06" E, A DISTANCE OF 181.88 FEET TO A POINT LOCATED ON A CURVE TO THE RIGHT, WITH A RADIUS OF 91.11 FEET, A CHORD BEARING OF S 05°22'28" W AND A CHORD LENGTH OF 33.76 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 33.95 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 19°49'40" W, A DISTANCE OF 126.03 FEET TO A POINT LOCATED ON A CURVE TO THE LEFT, WITH A RADIUS OF 133.47 FEET, A CHORD BEARING OF S 10°19'44" W AND A CHORD LENGTH OF 98.40 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 100.78 FEET, TO A POINT, FOR A CORNER HEREOF;

THENCE: S 10°15'25" E, A DISTANCE OF 115.67 FEET TO A POINT LOCATED ON A CURVE TO THE LEFT, WITH A RADIUS OF 142.77 FEET, A CHORD BEARING OF S 24°43'36" E AND A CHORD LENGTH OF 66.19 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 66.80 FEET, TO A POINT, FOR A CORNER HEREOF;

THENCE: S 06°16'08" E, A DISTANCE OF 4.08 FEET TO A POINT, FOR A CORNER HEREOF;

1 | P a g e

THENCE: S 38°10'10" E, A DISTANCE OF 46.88 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 67°58'17" E, A DISTANCE OF 4.21 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 41°14'16" E, A DISTANCE OF 78.54 FEET TO A POINT LOCATED ON A CURVE TO THE LEFT, WITH A RADIUS OF 348.61 FEET, A CHORD BEARING OF S 52°26'15" E AND A CHORD LENGTH OF 112.41 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 112.91 FEET TO A POINT LOCATED ON A REVERSE CURVE TO THE RIGHT, WITH A RADIUS OF 35.56 FEET, A CHORD BEARING OF S 27°53'47" E AND A CHORD LENGTH OF 48.08 FEET, FOR A CORNER HEREOF;

THENCE: CONTINUING ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC LENGTH OF 52.79 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 05°55'22" W, A DISTANCE OF 96.67 FEET TO A POINT LOCATED ON A CURVE TO THE LEFT, WITH A RADIUS OF 638.87 FEET, A CHORD BEARING OF S 03°07'54" W AND A CHORD LENGTH OF 76.16 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 76.21 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 00°17'08" E, A DISTANCE OF 77.05 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 00°18'00" E, A DISTANCE OF 84.81 FEET TO A POINT LOCATED ON A CURVE TO THE LEFT, WITH A RADIUS OF 1638.83 FEET, A CHORD BEARING OF S 07°33'45" E AND A CHORD LENGTH OF 112.26 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 112.28 FEET TO A POINT LOCATED ON A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 388.61 FEET, A CHORD BEARING OF S 02°34'53" E AND A CHORD LENGTH OF 93.96 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC LENGTH OF 94.20 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 04°21'45" W, A DISTANCE OF 63.40 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 07°06'04" W, A DISTANCE OF 83.11 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 08°21'00" W, A DISTANCE OF 169.70 FEET TO A POINT LOCATED ON A CURVE TO THE LEFT, WITH A RADIUS OF 86.27 FEET, A CHORD BEARING OF S 08°46'50" E AND A CHORD LENGTH OF 58.39 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 59.57 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 28°33'42" E, A DISTANCE OF 53.03 FEET TO A POINT, FOR THE SOUTHEAST CORNER HEREOF;

THENCE: N 88°39'54" W, A DISTANCE OF 56.61 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 07°04'31" W, A DISTANCE OF 12.21 FEET TO A POINT, FOR THE SOUTHWEST CORNER HEREOF;

THENCE: N 12°03'35" W, A DISTANCE OF 797.57 FEET TO A POINT, FOR A COMMON CORNER OF SAID LOTS 27C AND 27D, AND FOR A CORNER HEREOF;

THENCE: N 75°55'16" W, ALONG THE COMMON LINE OF SAID LOTS 27C AND 27D, A DISTANCE OF 532.65 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 04°16'50" E, CONTINUING ALONG THE COMMON LINE OF SAID LOTS 27C AND 27D, A DISTANCE OF 200.23 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 29°26'35" W, CONTINUING ALONG THE COMMON LINE OF SAID LOTS 27C AND 27D, A DISTANCE OF 1,206.29 FEET TO A POINT ON THE NORTH LINE OF SAID R.O.W. EASEMENT, FOR THE NORTHWEST CORNER HEREOF;

THENCE: N 68°44'59" E, ALONG THE NORTH LINE OF SAID R.O.W. EASEMENT, A DISTANCE OF 697.30 FEET TO A POINT LOCATED ON A CURVE TO THE RIGHT, WITH A RADIUS OF 410.00 FEET, A CHORD BEARING OF N 78°00'59" E AND A CHORD LENGTH OF 132.04 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 132.62 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 87°16'57" E, A DISTANCE OF 152.58 FEET TO A POINT LOCATED ON A CURVE TO THE LEFT, WITH A RADIUS OF 139.50 FEET, A CHORD BEARING OF N 71°21'24" E AND A CHORD LENGTH OF 76.56 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 77.55 FEET TO A POINT LOCATED ON A COMPOUND CURVE TO THE LEFT, WITH A RADIUS OF 20.52 FEET, A CHORD BEARING OF N 12°59'47" E AND A CHORD LENGTH OF 27.39 FEET, FOR A CORNER HEREOF;

THENCE: CONTINUING ALONG SAID COMPOUND CURVE TO THE LEFT, AN ARC LENGTH OF 29.99 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COMMODORE'S DRIVE LOCATED ON A NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 492.33 FEET, A CHORD BEARING OF S 36°01'52" E AND A CHORD LENGTH OF 109.12 FEET, FOR THE NORTHEAST CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 109.34 FEET TO A 5/8 INCH IRON ROD FOUND AT THE INTERSECTION OF COMMODORE'S DRIVE AND ESTRADA DRIVE LOCATED ON A NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 10.00 FEET, A CHORD BEARING OF N 84°42'48" W AND A CHORD LENGTH OF 13.58 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 14.93 FEET TO A 5/8 INCH IRON ROD FOUND LOCATED ON A REVERSE CURVE TO THE RIGHT, WITH A RADIUS OF 219.50 FEET, A CHORD BEARING OF S 69°55'45" W AND A CHORD LENGTH OF 131.43 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC LENGTH OF 133.48 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: S 87°21'27" W, CONTINUING ALONG THE SOUTH LINE OF SAID R.O.W. EASEMENT, SAME BEING THE SOUTH LINE OF SAID ESTRADA DRIVE R.O.W., A DISTANCE OF 153.91 FEET TO THE **POINT OF BEGINNING**, CONTAINING WITHIN THESE METES AND BOUNDS A 30.68-ACRE TRACT, SAVE AND EXCEPT 0.38-ACRES WITHIN THE PLATTED PUBLIC RIGHT-OF-WAY, WITH A NET ACREAGE OF 30.30 ACRES, MORE OR LESS;

NOTE: AN EXHIBIT REPRESENTING A GRAPHIC IMAGE OF THIS DESCRIPTION STYLED AS "SHEET 4 OF 5 - 30.68-ACRE TRACT" ACCOMPANIES THIS DOCUMENT. THE BASIS OF BEARING IS TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE.

September 28, 2018
Job No. 170146
I.Rodarte



9/28/2018

A handwritten signature in blue ink, appearing to read "Robert M. Viera", written over the bottom portion of the professional seal.



74.39 ACRE TRACT

Field Notes Description

SHOWING THE BOUNDARY OF A 74.39-ACRE TRACT OF LAND HEREIN DESCRIBED AS "TRACT 3", COMPRISED OF A PORTION OF THE PADRE ISLAND - CORPUS CHRISTI ISLAND FAIRWAY ESTATES, HEREAFTER REFERRED TO AS P.I.C.C.I.F.E., LOTS 27C AND 27D, A MAP OF WHICH IS RECORDED IN VOLUME 67, PAGE 779, MAP RECORDS, NUECES COUNTY, TEXAS, A PORTION OF THE P.I.C.C.I.F.E., BLOCKS 24-33, A MAP OF WHICH IS RECORDED IN VOLUME 40, PAGE 154, MAP RECORDS, NUECES COUNTY, TEXAS, AND A PORTION OF THE P.I.C.C.I.F.E., BLOCKS 43-44, A MAP OF WHICH IS RECORDED IN VOLUME 42, PAGE 10, MAP RECORDS, NUECES COUNTY, TEXAS, SAID BLOCKS 26, 43, AND 44 NOW VACATED AS PER PLAT RECORDED IN VOLUME 67, PAGE 688, MAP RECORDS, NUECES COUNTY, TEXAS, SAID 74.39-ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING: AT A 5/8 INCH IRON ROD ($Y = 17,111,051.66$, $X = 1,395,199.05$) FOUND ON THE EAST RIGHT-OF-WAY LINE OF DASMARINAS DRIVE (60' R.O.W.), FOR A CORNER OF SAID LOT 27D, FOR THE SOUTHWEST CORNER OF SAID BLOCK 33, AND FOR THE SOUTHWEST CORNER HEREOF;

THENCE: N 00°45'30" E, ALONG THE EAST RIGHT-OF-WAY OF DASMARINAS DRIVE AT 322.94 FEET PASS A 5/8 INCH IRON ROD FOUND, FOR THE NORTHWEST CORNER OF SAID BLOCK 33, IN ALL A DISTANCE OF 362.60 FEET TO A 5/8 INCH IRON ROD FOUND, FOR THE SOUTHWEST CORNER OF BLOCK 32 OF SAID P.I.C.C.I.F.E., AND FOR A CORNER HEREOF;

THENCE: N 81°19'28" E, ALONG THE SOUTH LINE OF SAID BLOCK 32, A DISTANCE OF 101.69 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: S 89°05'55" E, CONTINUING ALONG THE SOUTH LINE OF SAID BLOCK 32, A DISTANCE OF 74.31 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: S 74°13'03" E, A DISTANCE OF 74.31 FEET TO A 5/8 INCH IRON ROD FOUND LOCATED ON A CURVE TO THE LEFT WITH A RADIUS OF 169.95 FEET, A CHORD BEARING OF N 00°46'04" E, AND A CHORD LENGTH OF 328.39 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 622.59 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 75°49'07" W, ALONG THE NORTH LINE OF SAID BLOCK 32, A DISTANCE OF 74.25 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: N 89°11'10" W, A DISTANCE OF 73.86 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: N 79°52'11" W, CONTINUING ALONG THE NORTH LINE OF SAID BLOCK 32, A DISTANCE OF 101.66 FEET TO A 5/8 INCH IRON ROD FOUND ON THE EAST RIGHT-OF-WAY LINE OF DASMARINAS DRIVE, FOR THE NORTHWEST CORNER OF SAID BLOCK 32, AND FOR A CORNER HEREOF;

THENCE: N 00°43'06" E, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID BLOCK 32, A DISTANCE OF 55.99 FEET TO A 5/8 INCH IRON ROD FOUND, FOR THE SOUTHWEST CORNER OF BLOCK 31 OF SAID P.I.C.C.I.F.E., AND FOR A CORNER HEREOF;

THENCE: N 81°30'14" E, ALONG THE SOUTH LINE OF SAID BLOCK 31, A DISTANCE OF 121.50 FEET TO A 5/8 INCH IRON ROD FOUND, FOR THE SOUTHEAST CORNER OF SAID BLOCK 31, AND FOR A CORNER HEREOF;

THENCE: N 00°56'05" E, ALONG THE EAST LINE OF SAID BLOCK 31, A DISTANCE OF 159.98 FEET TO A 5/8 INCH IRON ROD FOUND LOCATED ON A CURVE TO THE RIGHT WITH A RADIUS OF 1698.20 FEET, A CHORD BEARING OF N 13°06'15" E, AND A CHORD LENGTH OF 738.26 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 744.20 FEET TO A 5/8 INCH IRON ROD FOUND LOCATED ON A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 1430.48 FEET, A CHORD BEARING OF N 33°06'58" E, AND A CHORD LENGTH OF 378.06 FEET, FOR A CORNER HEREOF;

THENCE: CONTINUING ALONG SAID COMPOUND CURVE TO THE RIGHT, AN ARC LENGTH OF 379.17 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: N 40°34'27" E, CONTINUING ALONG THE EAST LINE OF SAID BLOCK 31, A DISTANCE OF 57.24 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF CROWN ROYAL DRIVE (R.O.W. VARIES) OF THE P.I.C.C.I.F.E., BLOCK 30, A MAP OF WHICH IS RECORDED IN VOLUME

40, PAGE 181, MAP RECORDS, NUECES COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF SAID BLOCK 31, AND FOR A CORNER HEREOF;

THENCE: S 52°52'51" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF CROWN ROYAL DRIVE, A DISTANCE OF 293.20 FEET TO A 5/8 INCH IRON ROD FOUND, FOR THE NORTHWEST CORNER OF LOT 1, BLOCK 30, OF SAID P.I.C.C. ISLAND FAIRWAY ESTATES, AND FOR A CORNER HEREOF;

THENCE: S 37°05'42" W, ALONG THE WEST LINE OF SAID BLOCK 30, A DISTANCE OF 73.43 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: S 15°34'24" W, CONTINUING ALONG THE WEST LINE OF SAID BLOCK 30, A DISTANCE OF 649.08 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 30°05'45" E, A DISTANCE OF 400.73 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: N 84°46'44" E, A DISTANCE OF 135.17 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: N 53°19'48" E, A DISTANCE OF 190.19 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: N 03°59'08" E, ALONG THE EAST LINE OF SAID BLOCK 30, A DISTANCE OF 220.23 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: N 30°49'48" E, CONTINUING ALONG THE EAST LINE OF SAID BLOCK 30, A DISTANCE OF 459.93 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: N 40°01'58" W, A DISTANCE OF 115.07 FEET TO A 5/8 INCH IRON ROD FOUND, FOR THE NORTHWEST CORNER OF LOT 23, BLOCK 30, LOCATED ON A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 104.62 FEET, A CHORD BEARING OF N 31°30'06" E, AND A CHORD LENGTH OF 61.36 FEET, FOR A CORNER HEREOF;

THENCE: ALONG CURVE TO THE LEFT, AN ARC LENGTH OF 62.27 FEET TO A 5/8 INCH IRON ROD FOUND, FOR THE SOUTHWEST CORNER OF LOT 24, BLOCK 30, AND FOR A CORNER HEREOF;

THENCE: S 76°03'33" E, ALONG THE SOUTH LINE OF SAID LOT 24, A DISTANCE OF 112.87 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: N 30°50'45" E, CONTINUING ALONG THE EAST LINE OF SAID BLOCK 30, A DISTANCE OF 235.05 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: N 23°48'25" W, A DISTANCE OF 259.46 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: N 39°34'30" E, A DISTANCE OF 224.73 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: N 16°54'25" W, A DISTANCE OF 220.32 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: N 39°02'15" W, A DISTANCE OF 180.41 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: N 87°28'42" W, A DISTANCE OF 120.19 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: S 51°27'50" W, ALONG THE WEST LINE OF SAID BLOCK 30, A DISTANCE OF 135.13 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: S 30°31'04" W, CONTINUING ALONG THE WEST LINE OF SAID BLOCK 30, A DISTANCE OF 270.15 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: S 24°02'41" W, A DISTANCE OF 249.57 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: S 36°57'46" W, A DISTANCE OF 160.17 FEET TO A 5/8 INCH IRON ROD FOUND ON THE NORTH RIGHT-OF-WAY LINE OF CROWN ROYAL DRIVE, FOR THE SOUTHWEST CORNER OF LOT 45, BLOCK 30, AND FOR A CORNER HEREOF;

THENCE: N 52°53'11" W, ALONG THE NORTH RIGHT-OF-WAY LINE OF CROWN ROYAL DRIVE, A DISTANCE OF 229.48 FEET TO A 5/8 INCH IRON ROD SET, FOR THE SOUTHEAST CORNER OF LOT 8, BLOCK 29, OF SAID P.I.C.C.I.F.E., LOCATED ON A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1718.10 FEET, A CHORD BEARING OF N 30°32'33" E, AND A CHORD LENGTH OF 300.88 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 301.26 FEET TO A 5/8 INCH IRON ROD FOUND LOCATED ON A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 1056.90 FEET, A CHORD BEARING OF N 14°46'46" E, AND A CHORD LENGTH OF 385.35 FEET, FOR A CORNER HEREOF;

THENCE: CONTINUING ALONG SAID COMPOUND CURVE TO THE LEFT, AN ARC LENGTH OF 387.52 FEET TO A 5/8 INCH IRON ROD FOUND, FOR THE NORTHEAST CORNER OF LOT 1, BLOCK 29, AND FOR A CORNER HEREOF;

THENCE: N 86°00'41" W, ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 29, A DISTANCE OF 119.90 FEET TO A 5/8 INCH IRON ROD FOUND ON THE EAST RIGHT-OF-WAY LINE OF DASMARINAS DRIVE LOCATED ON A CURVE TO THE LEFT WITH A RADIUS OF 940.79 FEET, A CHORD BEARING OF N 10°33'02" W, AND A CHORD LENGTH OF 457.23 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 461.85 FEET TO A 5/8 INCH IRON ROD FOUND LOCATED ON A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 617.98 FEET, A CHORD BEARING OF N 44°45'25" W, AND A CHORD LENGTH OF 417.23 FEET, FOR A CORNER HEREOF;

THENCE: CONTINUING ALONG SAID COMPOUND CURVE TO THE LEFT, AN ARC LENGTH OF 425.59 FEET TO A 5/8 INCH IRON ROD SET, FOR A CORNER HEREOF;

THENCE: N 64°29'59" W, ALONG THE NORTH RIGHT-OF-WAY LINE OF DASMARINAS DRIVE, A DISTANCE OF 530.24 FEET TO A 5/8 INCH IRON ROD FOUND LOCATED ON A CURVE TO THE RIGHT WITH A RADIUS OF 10.13 FEET, A CHORD BEARING OF N 19°22'18" W, AND A CHORD LENGTH OF 14.26 FEET, FOR A CORNER HEREOF;

THENCE: ALONG CURVE TO THE RIGHT, AN ARC LENGTH OF 15.82 FEET TO A 5/8 INCH IRON ROD FOUND ON THE EAST RIGHT-OF-WAY LINE OF AQUARIUS STREET (60' R.O.W.), FOR A CORNER HEREOF;

THENCE: N 64°29'20" W, ACROSS SAID RIGHT-OF-WAY AT RIGHT ANGLES, AT 60.00 FEET PASS A 5/8 INCH IRON ROD FOUND ON THE WEST RIGHT-OF-WAY LINE OF SAID AQUARIUS STREET, IN ALL A DISTANCE OF 70.00 FEET TO A POINT ON THE WEST LINE OF A CALLED 3.766-ACRE TRACT KNOWN AS A "RIGHT-OF-WAY EASEMENT FOR THE AQUARIUS STREET RE-ALIGNMENT" DESCRIBED IN A DEED TO THE CITY OF CORPUS CHRISTI AS RECORDED IN DOCUMENT NO. 2011039226, OFFICIAL RECORDS, NUECES COUNTY, TEXAS, SAID POINT ALSO LOCATED WITHIN LOT 8, BLOCK 9 OF THE PADRE ISLAND - CORPUS CHRISTI COMMODORE'S COVE UNIT TWO, A MAP OF WHICH IS RECORDED IN VOLUME 38, PAGE 36, MAP RECORDS, NUECES COUNTY, TEXAS, AND FOR A CORNER HEREOF;

THENCE: N 25°27'57" E, ACROSS SAID BLOCK 9 AND ALONG THE WEST LINE OF SAID RIGHT-OF-WAY EASEMENT, A DISTANCE OF 294.57 FEET TO A POINT LOCATED ON A CURVE TO THE RIGHT WITH A RADIUS OF 410.00 FEET, A CHORD BEARING OF N 47°06'27" E, AND A CHORD LENGTH OF 302.42 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 309.73 FEET TO A POINT ON THE NORTH LINE OF SAID R.O.W. EASEMENT, AND FOR A CORNER HEREOF;

THENCE: N 68°44'59" E, ALONG THE NORTH LINE OF SAID R.O.W. EASEMENT, A DISTANCE OF 374.14 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 29°26'35" E, ACROSS SAID R.O.W. EASEMENT AND ALONG THE UPPER WEST LINE OF SAID LOT 27C, A DISTANCE OF 1,206.29 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 04°16'50" W, ALONG THE COMMON LINE OF SAID LOTS 27C AND 27D, A DISTANCE OF 200.23 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 75°55'16" E, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 532.65 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 12°03'35" E, A DISTANCE OF 797.57 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 07°04'31" W, A DISTANCE OF 134.93 FEET TO A POINT LOCATED ON A CURVE TO THE LEFT WITH A RADIUS OF 120.00 FEET, A CHORD BEARING OF S 12°10'01" E, AND A CHORD LENGTH OF 79.06 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 80.56 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 67°26'22" W, A DISTANCE OF 55.80 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 11°19'46" W, A DISTANCE OF 504.43 FEET TO A POINT LOCATED ON A CURVE TO THE LEFT WITH A RADIUS OF 53.05 FEET, A CHORD BEARING OF S 07°34'15" E, AND A CHORD LENGTH OF 43.11 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 44.39 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 31°32'32" E, A DISTANCE OF 197.16 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 49°18'42" W, A DISTANCE OF 193.33 FEET TO A POINT LOCATED ON A CURVE TO THE LEFT WITH A RADIUS OF 300.00 FEET, A CHORD BEARING OF S 41°09'30" W, AND A CHORD LENGTH OF 85.09 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 85.38 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 33°00'19" W, A DISTANCE OF 188.80 FEET TO A POINT LOCATED ON A CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET, A CHORD BEARING OF S 40°17'23" W, AND A CHORD LENGTH OF 50.71 FEET, FOR A CORNER HEREOF;

THENCE: ALONG CURVE TO THE RIGHT, AN ARC LENGTH OF 50.85 FEET TO A POINT LOCATED ON A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 200.00 FEET, A CHORD BEARING OF S 34°48'24" W, AND A CHORD LENGTH OF 88.38 FEET, FOR A CORNER HEREOF;

THENCE: CONTINUING ALONG SAID REVERSE CURVE TO THE LEFT, AN ARC LENGTH OF 89.12 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 17°55'32" E, A DISTANCE OF 128.44 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 15°08'15" W, A DISTANCE OF 311.97 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 55°49'44" W, A DISTANCE OF 167.15 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 50°23'30" W, A DISTANCE OF 253.12 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 03°05'34" E, A DISTANCE OF 97.65 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 70°33'08" W, A DISTANCE OF 284.94 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 15°03'44" W, A DISTANCE OF 70.95 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 72°43'31" W, A DISTANCE OF 158.15 FEET TO A POINT ON THE EASTERN SIDE OF BLOCK 33 OF SAID P.I.C.C. ISLAND FAIRWAY ESTATES, LOCATED ON A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET, A CHORD BEARING OF S 65°47'32" W, AND A CHORD LENGTH OF 218.18 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 236.89 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 74°17'18" W, ALONG THE SOUTH LINE OF SAID BLOCK 33, A DISTANCE OF 74.35 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 89°16'19" W, A DISTANCE OF 159.22 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 81°21'49" W, CONTINUING ALONG THE SOUTH LINE OF SAID BLOCK 33, A DISTANCE OF 101.31 FEET TO THE POINT OF BEGINNING, CONTAINING WITHIN THESE METES AND BOUNDS A 74.39-ACRE TRACT, SAVE AND EXCEPT 1.35-ACRES WITHIN THE PLATTED, UNOPENED PUBLIC RIGHT-OF-WAYS, WITH A NET ACREAGE OF 73.04 ACRES, MORE OR LESS;

NOTE: AN EXHIBIT REPRESENTING A GRAPHIC IMAGE OF THIS DESCRIPTION STYLED AS "SHEET 3 OF 5 - 74.39 ACRE TRACT" ACCOMPANIES THIS DOCUMENT. THE BASIS OF BEARING IS TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE.

September 28, 2018
Job No. 170146
I.Rodarte



9/28/2018

[Handwritten signature]



72.31 ACRE TRACT

Field Notes Description

SHOWING THE BOUNDARY OF A 72.31-ACRE TRACT OF LAND HEREIN DESCRIBED AS "TRACT 2" COMPRISED OF A PORTION OF THE PADRE ISLAND - CORPUS CHRISTI ISLAND FAIRWAY ESTATES, HEREAFTER REFERRED TO AS THE P.I.C.C.I.F.E., LOTS 27C AND 27D, A MAP OF WHICH IS RECORDED IN VOLUME 67, PAGE 779, MAP RECORDS, NUECES COUNTY, TEXAS, A PORTION OF THE P.I.C.C.I.F.E., BLOCKS 45 & 46, A MAP OF WHICH IS RECORDED IN VOLUME 42, PAGE 153, MAP RECORDS, NUECES COUNTY, TEXAS, A PORTION OF THE P.I.C.C.I.F.E., BLOCK 3, A MAP OF WHICH IS RECORDED IN VOLUME 40, PAGE 145, MAP RECORDS, NUECES COUNTY, TEXAS, AND P.I.C.C.I.F.E., ALL OF BLOCKS 37, 38, 39, AND 40 A MAP OF WHICH IS RECORDED IN VOLUME 41, PAGE 128, MAP RECORDS, NUECES COUNTY, TEXAS, SAID 72.31-ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING: AT A 5/8 INCH IRON ROD (Y = 17,109,842.53, X = 1,396,658.56) FOUND ON THE NORTH RIGHT-OF-WAY LINE OF WHITECAP BOULEVARD (100' R.O.W.), FOR THE SOUTHEAST CORNER HEREOF;

THENCE: N 89°14'35" W, ALONG THE NORTH RIGHT-OF-WAY OF WHITECAP BOULEVARD, AT 964.99 FEET PASS A 5/8 INCH IRON ROD FOUND, FOR THE SOUTHWEST CORNER OF SAID LOT 27D, THE SOUTHEAST CORNER OF SAID BLOCK 37, IN ALL A DISTANCE OF 1,516.00 FEET TO A 5/8 INCH IRON ROD, FOUND FOR THE LOWER SOUTHWEST CORNER OF SAID BLOCK 40, LOCATED ON A CURVE TO THE RIGHT, WITH A RADIUS OF 9.98 FEET, A CHORD BEARING OF N 43°40'56" W AND A CHORD LENGTH OF 14.17 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 15.76 FEET, TO A 5/8 INCH IRON ROD FOUND, FOR A POINT ON THE EAST RIGHT-OF-WAY LINE OF DASMARINAS DRIVE (60' R.O.W.), FOR A CORNER HEREOF;

THENCE: N 00°48'13" E, ALONG THE EAST RIGHT-OF-WAY LINE OF DASMARINAS DRIVE, A DISTANCE OF 459.87 FEET, TO A 5/8 INCH IRON ROD FOUND ON A CURVE TO THE RIGHT, WITH A RADIUS OF 2652.84 FEET, A CHORD BEARING OF N 04°48'03" E AND A CHORD LENGTH OF 370.55 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 370.85 FEET, TO A 5/8 INCH IRON ROD FOUND ON A REVERSE CURVE TO THE LEFT, WITH A RADIUS OF 2559.67 FEET, A CHORD BEARING OF N 04°48'55" E AND A CHORD LENGTH OF 341.30 FEET, FOR A CORNER HEREOF;

THENCE: CONTINUING ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 341.56 FEET, TO A 5/8 INCH IRON ROD FOUND, FOR THE NORTHWEST CORNER OF SAID BLOCK 37, FOR A CORNER HEREOF;

THENCE: N 00°12'31" E, A DISTANCE OF 9.87 FEET, TO A 5/8 INCH IRON ROD FOUND, FOR THE SOUTHWEST CORNER OF BLOCK 33 OF THE P.I.C.C.I.F.E., A MAP OF WHICH IS RECORDED IN VOLUME 40, PAGE 154, MAP RECORDS, NUECES COUNTY, TEXAS, FOR THE MOST WESTERLY NORTHWEST CORNER HEREOF;

THENCE: N 81°21'13" E, ALONG THE SOUTH LINE OF SAID BLOCK 33, A DISTANCE OF 101.32 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 89°16'19" E, A DISTANCE OF 159.22 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 74°17'18" E, A DISTANCE OF 74.35 FEET TO A POINT LOCATED ON A CURVE TO THE LEFT, WITH A RADIUS OF 169.97 FEET, A CHORD BEARING OF N 65°47'32" E AND A CHORD LENGTH OF 218.18 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 236.90 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 72°43'31" E, A DISTANCE OF 158.15 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 15°03'44" E, A DISTANCE OF 70.95 FEET TO A POIN, FOR A CORNER HEREOF;

THENCE: N 70°33'08" E, A DISTANCE OF 284.94 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 03°05'34" W, A DISTANCE OF 97.65 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 50°23'30" E, A DISTANCE OF 253.12 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 55°49'44" E, A DISTANCE OF 167.15 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 15°08'15" E, A DISTANCE OF 311.97 FEET TO A POINT LOCATED ON A CURVE TO THE RIGHT, WITH A RADIUS OF 145.00 FEET, A CHORD BEARING OF N 57°56'16" E AND A CHORD LENGTH OF 188.52 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 205.23 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 81°30'53" E, A DISTANCE OF 207.33 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 27°00'39" E, A DISTANCE OF 55.67 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 64°59'16" E, A DISTANCE OF 92.26 FEET TO A POINT LOCATED ON A NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 390.00 FEET, A CHORD BEARING OF N 25°53'11" E AND A CHORD LENGTH OF 53.01 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 53.05 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 29°47'00" E, A DISTANCE OF 362.15 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 60°07'11" E, A DISTANCE OF 225.24 FEET TO A POINT ON THE NORTHWEST LINE OF SAID BLOCK 46, FOR A CORNER HEREOF;

THENCE: S 29°52'06" W, ALONG THE NORTHWEST LINE OF SAID BLOCK 46, A DISTANCE OF 87.94 FEET, TO A 5/8 INCH IRON ROD SET, FOR THE SOUTHWEST CORNER OF LOT 12, SAME BEING THE NORTHWEST CORNER OF LOT 13, SAID BLOCK 46, AND FOR A CORNER HEREOF;

THENCE: S 60°15'30" E, ALONG THE COMMON LINE OF LOTS 12 AND 13, A DISTANCE OF 380.10 FEET, TO A 5/8 INCH IRON ROD SET ON THE NORTHWEST RIGHT-OF-WAY LINE OF NEMO COURT (R.O.W. VARIES), FOR A CORNER HEREOF;

THENCE: S 29°45'01" W, ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF NEMO COURT, A DISTANCE OF 695.89 FEET TO A 5/8 INCH IRON ROD FOUND, FOR THE SOUTHWEST CORNER OF LOT 26, FOR A CORNER HEREOF;

THENCE: S 76°11'24" W, A DISTANCE OF 27.65 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: S 29°47'04" W, A DISTANCE OF 100.29 FEET TO A 5/8 INCH IRON ROD FOUND, FOR THE SOUTHWEST CORNER OF LOT 28, BLOCK 46, FOR A CORNER HEREOF;

THENCE: S 59°59'36" E, CONTINUING ALONG THE RIGHT-OF-WAY OF NEMO COURT, A DISTANCE OF 109.90 FEET TO A 5/8 INCH IRON ROD FOUND, FOR AN INTERIOR CORNER OF SAID LOT 15, BLOCK 45, FOR A CORNER HEREOF;

THENCE: N 29°38'51" E, ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF NEMO COURT, A DISTANCE OF 45.99 FEET TO A 5/8 INCH IRON ROD FOUND, FOR THE UPPER NORTHWEST CORNER OF SAID LOT 15, THE SOUTHWEST CORNER OF LOT 16, FOR A CORNER HEREOF;

THENCE: S 60°12'57" E, ALONG THE COMMON LINE OF LOTS 15 AND 16, A DISTANCE OF 120.20 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: S 32°44'41" E, CONTINUING ALONG THE COMMON LINE OF LOTS 15 AND 16, A DISTANCE OF 165.63 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: S 00°41'24" W, A DISTANCE OF 70.34 FEET TO A 5/8 INCH IRON ROD FOUND ON THE NORTH RIGHT-OF-WAY LINE OF A NAVIGATION CHANNEL (R.O.W. VARIES), FOR A CORNER HEREOF;

THENCE: N 89°17'24" W, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID NAVIGATION CHANNEL, A DISTANCE OF 437.46 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 02°01'48" W, A DISTANCE OF 44.63 FEET TO A DRILL HOLE IN CONCRETE FOUND, FOR A CORNER OF SAID LOT 4, BLOCK 3, LOCATED ON A NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 179.52 FEET, A CHORD BEARING OF S 59°36'20" W AND A CHORD LENGTH OF 159.13 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, THE NORTH RIGHT-OF-WAY LINE OF SAID NAVIGATION CHANNEL, AN ARC LENGTH OF 164.86 FEET TO A POINT, BEING THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID LOT 4, BLOCK 3, FOR A CORNER HEREOF;

THENCE: N 66°26'56" W, ALONG THE MOST SOUTHERLY SOUTH LINE OF SAID LOT 4, BLOCK 3, A DISTANCE OF 333.35 FEET, TO A 5/8 INCH IRON ROD FOUND, FOR THE SOUTHWEST CORNER OF SAID LOT 4, BLOCK 3, ON THE EAST LINE OF SAID LOT 27D, LOCATED ON A NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 601.61 FEET, A CHORD BEARING OF S 15°04'01" W AND A CHORD LENGTH OF 291.34 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 294.26 FEET, TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: S 00°45'14" W, A DISTANCE OF 590.13 FEET, TO THE **POINT OF BEGINNING**, CONTAINING WITHIN THESE METES AND BOUNDS A 72.31 ACRE TRACT, SAVE AND EXCEPT 2.87-ACRES WITHIN THE PLATTED, UNOPENED PUBLIC RIGHT-OF-WAYS, WITH A NET ACREAGE OF 69.44 ACRES, MORE OR LESS;

NOTE: AN EXHIBIT REPRESENTING A GRAPHIC IMAGE OF THIS DESCRIPTION STYLED AS "SHEET 2 OF 5 - 72.31 ACRE TRACT" ACCOMPANIES THIS DOCUMENT. THE BASIS OF BEARING IS TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE.

September 28, 2018
Job No. 170146
I.Rodarte





28.63 ACRE TRACT

Field Notes Description

SHOWING THE BOUNDARY OF A 28.63-ACRE TRACT OF LAND HEREIN DESCRIBED AS "TRACT 1" OUT OF A PORTION OF LOT 27C OF THE PADRE ISLAND - CORPUS CHRISTI ISLAND FAIRWAY ESTATES, HEREAFTER REFERRED TO AS THE P.I.C.C.I.F.E., A MAP OF WHICH IS RECORDED IN VOLUME 67, PAGE 779, MAP RECORDS, NUECES COUNTY, TEXAS, SAID 28.63-ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING: AT A 5/8 INCH IRON ROD (Y = 17,115,342.99, X = 1,397,090.68) FOUND ON AN INTERIOR LINE OF SAID LOT 27C, FOR AN INTERIOR CORNER HEREOF;

THENCE: N 00°49'34" E, A DISTANCE OF 141.97 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF COMMODORE'S DRIVE (120' R.O.W.), SAID IRON ROD LOCATED ON A NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 493.90 FEET, A CHORD BEARING OF S 86°16'00" E AND A CHORD LENGTH OF 56.52 FEET, FOR AN EXTERIOR CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 56.55 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: S 89°15'39" E, CONTINUING ALONG THE SOUTH RIGHT-OF-WAY OF COMMODORE'S DRIVE, A DISTANCE OF 310.86 FEET TO A 5/8 INCH IRON ROD SET, FOR A CORNER HEREOF;

THENCE: S 89°15'33" E, A DISTANCE OF 196.76 FEET TO A POINT, SAID POINT LOCATED ON A CURVE TO THE RIGHT, WITH A RADIUS OF 10.00 FEET, A CHORD BEARING OF S 44°16'50" E AND A CHORD LENGTH OF 14.14 FEET, FOR A CORNER HEREOF;

THENCE: CONTINUING ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 15.71 FEET TO A 5/8 INCH IRON ROD SET ON THE WEST RIGHT-OF-WAY LINE OF COMPASS STREET (60' R.O.W.), FOR A CORNER HEREOF;

THENCE: S 00°42'49" W, ALONG THE WEST RIGHT-OF-WAY OF COMPASS STREET, A DISTANCE OF 99.93 FEET TO A 5/8 INCH IRON ROD SET, SAID IRON ROD LOCATED ON A CURVE TO THE LEFT, WITH A RADIUS OF 553.81 FEET, A CHORD BEARING OF S 04°55'45" E AND A CHORD LENGTH OF 104.90 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 105.05 FEET TO A 5/8 INCH IRON ROD SET, FOR A CORNER HEREOF;

THENCE: S 10°06'06" E, A DISTANCE OF 110.22 FEET TO A 5/8 INCH IRON ROD SET, FOR THE NORTHEAST CORNER OF LOT 11, BLOCK 41 OF THE P.I.C.C.I.F.E., A MAP OF WHICH IS RECORDED IN VOLUME 42, PAGE 17, MAP RECORDS, NUECES COUNTY, TEXAS, FOR A CORNER HEREOF;

THENCE: S 79°38'09" W, ALONG THE COMMON LINE OF LOTS 11 AND 12, A DISTANCE OF 155.16 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 80°04'16" W, A DISTANCE OF 54.93 FEET TO A POINT, FOR THE NORTHWEST CORNER OF SAID LOT 11, FOR A CORNER HEREOF;

THENCE: S 09°55'44" E, ALONG THE WEST LINE OF SAID LOT 11, A DISTANCE OF 119.53 FEET, TO A POINT FOR THE SOUTHWEST CORNER OF SAID LOT 11, FOR A CORNER HEREOF;

THENCE: N 79°37'29" E, ALONG THE COMMON LINE OF LOTS 10 AND 11, A DISTANCE OF 210.45 FEET TO A 5/8 INCH IRON ROD FOUND ON THE WEST RIGHT-OF-WAY OF COMPASS STREET, FOR A CORNER HEREOF;

THENCE: S 09°59'42" E, ALONG THE WEST RIGHT-OF-WAY OF COMPASS STREET, A DISTANCE OF 133.72 FEET TO A 5/8 INCH IRON ROD SET ON A CURVE TO THE RIGHT, WITH A RADIUS OF 463.32 FEET, A CHORD BEARING OF S 04°41'22" E AND A CHORD LENGTH OF 93.23 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 93.38 FEET TO A 5/8 INCH IRON ROD FOUND, FOR A CORNER HEREOF;

THENCE: S 00°54'41" W, CONTINUING ALONG THE WEST RIGHT-OF-WAY OF COMPASS STREET, A DISTANCE OF 135.04 FEET TO A 5/8 INCH IRON ROD FOUND, FOR THE SOUTHEAST CORNER OF LOT 8, BLOCK 41, FOR A CORNER HEREOF;

THENCE: N 89°09'11" W, ALONG THE COMMON LINE OF LOTS 7 AND 8, A DISTANCE OF 136.86 FEET TO A 5/8 INCH IRON ROD FOUND, FOR THE SOUTHWEST CORNER OF SAID LOT 8, FOR A CORNER HEREOF;

THENCE: N 10°25'28" W, ACROSS LOTS 8 AND 9, A DISTANCE OF 168.01 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 79°53'54" W, CONTINUING ACROSS LOT 9, A DISTANCE OF 133.13 FEET, TO A POINT LOCATED ON A CURVE TO THE RIGHT WITH A RADIUS OF 78.00 FEET, A CHORD BEARING OF N 87°22'58" W, AND A CHORD LENGTH OF 34.36 FEET, FOR A CORNER HEREOF;

THENCE: ALONG CURVE TO THE RIGHT, AN ARC LENGTH OF 34.64 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 74°39'37" W, A DISTANCE OF 17.85 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 15°20'23" W, A DISTANCE OF 56.53 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 09°09'05" E, A DISTANCE OF 319.29 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 32°38'10" W, A DISTANCE OF 161.42 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 199.85 FEET, A CHORD BEARING OF S 23°11'33" E, AND A CHORD LENGTH OF 177.73 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 184.18 FEET TO A POINT LOCATED ON A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 354.88 FEET, A CHORD BEARING OF S 06°16'17" E, AND A CHORD LENGTH OF 141.95 FEET, FOR A CORNER HEREOF;

THENCE: CONTINUING ALONG SAID REVERSE CURVE TO THE LEFT, AN ARC LENGTH OF 142.91 FEET TO A POINT LOCATED ON A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 75.93 FEET, A CHORD BEARING OF S 01°24'10" W, AND A CHORD LENGTH OF 39.88 FEET, FOR A CORNER HEREOF;

THENCE: CONTINUING ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC LENGTH OF 40.35 FEET TO A POINT LOCATED ON A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 252.95 FEET, A CHORD BEARING OF S 12°38'17" W, AND A CHORD LENGTH OF 35.18 FEET, FOR A CORNER HEREOF;

THENCE: CONTINUING ALONG SAID REVERSE CURVE TO THE LEFT, AN ARC LENGTH OF 35.21 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 01°16'54" E, A DISTANCE OF 91.61 FEET TO A POINT LOCATED ON A CURVE TO THE RIGHT WITH A RADIUS OF 126.17 FEET, A CHORD BEARING OF S 20°16'09" W, AND A CHORD LENGTH OF 47.71 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 48.00 FEET TO A POINT LOCATED ON A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 54.40 FEET, A CHORD BEARING OF S 17°10'30" W, AND A CHORD LENGTH OF 29.00 FEET, FOR A CORNER HEREOF;

THENCE: CONTINUING ALONG SAID REVERSE CURVE TO THE LEFT, AN ARC LENGTH OF 29.36 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 05°17'34" W, A DISTANCE OF 75.84 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 09°00'03" W, A DISTANCE OF 160.18 FEET TO A POINT LOCATED ON A CURVE TO THE LEFT WITH A RADIUS OF 224.76 FEET, A CHORD BEARING OF S 02°55'53" E, AND A CHORD LENGTH OF 64.38 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 64.60 FEET TO A POINT LOCATED ON A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 160.49 FEET, A CHORD BEARING OF S 03°59'21" W, AND A CHORD LENGTH OF 93.18 FEET, FOR A CORNER HEREOF;

THENCE: CONTINUING ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC LENGTH OF 94.54 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 26°52'49" W, A DISTANCE OF 43.58 FEET TO A POINT LOCATED ON A CURVE TO THE LEFT WITH A RADIUS OF 36.52 FEET, A CHORD BEARING OF S 17°51'57" E, AND A CHORD LENGTH OF 37.27 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 39.11 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 41°09'40" E, A DISTANCE OF 96.97 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: S 01°20'06" W, A DISTANCE OF 50.38 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 88°46'57" W, A DISTANCE OF 291.63 FEET TO A POINT LOCATED ON A CURVE TO THE RIGHT WITH A RADIUS OF 70.00 FEET, A CHORD BEARING OF N 51°36'31" W, AND A CHORD LENGTH OF 84.60 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 90.84 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 88°39'54" W, A DISTANCE OF 31.58 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 28°33'42" W, A DISTANCE OF 53.03 FEET TO A POINT LOCATED ON A CURVE TO THE RIGHT WITH A RADIUS OF 86.27 FEET, A CHORD BEARING OF N 08°46'50" W, AND A CHORD LENGTH OF 58.39 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 59.57 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 08°21'00" E, A DISTANCE OF 169.70 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 07°06'04" E, A DISTANCE OF 83.11 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 04°21'45" E, A DISTANCE OF 63.40 FEET TO A POINT LOCATED ON A CURVE TO THE LEFT WITH A RADIUS OF 388.61 FEET, A CHORD BEARING OF N 02°34'53" W, AND A CHORD LENGTH OF 93.97 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 94.20 FEET TO A POINT LOCATED ON A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 1638.83 FEET, A CHORD BEARING OF N 07°33'45" W, AND A CHORD LENGTH OF 112.26 FEET, FOR A CORNER HEREOF;

THENCE: CONTINUING ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC LENGTH OF 112.28 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 00°18'00" W, A DISTANCE OF 84.81 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 00°17'08" W, A DISTANCE OF 77.05 FEET TO A POINT LOCATED ON A CURVE TO THE RIGHT WITH A RADIUS OF 638.87 FEET, A CHORD BEARING OF N 03°07'54" E, AND A CHORD LENGTH OF 76.16 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 76.21 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 05°55'22" E, A DISTANCE OF 96.67 FEET TO A POINT LOCATED ON A CURVE TO THE LEFT WITH A RADIUS OF 35.56 FEET, A CHORD BEARING OF N 27°53'47" W, AND A CHORD LENGTH OF 48.08 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 52.79 FEET TO A POINT LOCATED ON A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 348.61 FEET, A CHORD BEARING OF N 52°26'15" W, AND A CHORD LENGTH OF 112.41 FEET, FOR A CORNER HEREOF;

THENCE: CONTINUING ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC LENGTH OF 112.91 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 41°14'16" W, A DISTANCE OF 78.54 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 67°58'17" W, A DISTANCE OF 4.21 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 38°10'10" W, A DISTANCE OF 46.88 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 06°16'08" W, A DISTANCE OF 4.08 FEET TO A POINT LOCATED ON A CURVE TO THE RIGHT WITH A RADIUS OF 142.77 FEET, A CHORD BEARING OF N 24°43'36" W, AND A CHORD LENGTH OF 66.19 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 66.80 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 10°15'25" W, A DISTANCE OF 115.67 FEET TO A POINT LOCATED ON A CURVE TO THE RIGHT WITH A RADIUS OF 133.47 FEET, A CHORD BEARING OF N 10°19'44" E, AND A CHORD LENGTH OF 98.40 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 100.78 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 19°49'40" E, A DISTANCE OF 126.03 FEET TO A POINT LOCATED ON A CURVE TO THE LEFT WITH A RADIUS OF 91.11 FEET, A CHORD BEARING OF N 05°22'28" E, AND A CHORD LENGTH OF 33.76 FEET, FOR A CORNER HEREOF;

THENCE: ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 33.95 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 05°18'06" W, A DISTANCE OF 181.88 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 13°36'58" W, A DISTANCE OF 55.06 FEET TO A POINT, FOR A CORNER HEREOF;

THENCE: N 09°54'41" E, A DISTANCE OF 275.84 FEET TO A 5/8 INCH IRON ROD FOUND, FOR AN INTERIOR CORNER OF SAID LOT 27C, AND FOR A CORNER HEREOF;

THENCE: S 89°10'01" E, CONTINUING ALONG THE LOWER NORTH LINE OF SAID LOT 27C, A DISTANCE OF 229.01 FEET TO THE POINT OF BEGINNING, CONTAINING WITHIN THESE METES AND BOUNDS A 28.63-ACRE TRACT, MORE OR LESS;

NOTE: AN EXHIBIT REPRESENTING A GRAPHIC IMAGE OF THIS DESCRIPTION STYLED AS "SHEET 1 OF 5 - 28.63-ACRE TRACT" ACCOMPANIES THIS DOCUMENT. THE BASIS OF BEARING IS TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE 4205.

September 28, 2018
Job No. 170146
I.Rodarte



EXHIBIT J-2 –IMPROVEMENT AREA #1 LEGAL DESCRIPTION



361.991.8550
TBPELS F-19613
TBPELS 10194382
www.LJASurvey.com
5350 South Staples Street, Suite 425, Corpus Christi, Texas 78411

November 21, 2023
S001-C986-21143.101

Field Notes Description for a 51.03-Acre Tract Improvement Area #1, Tract 1

STATE OF TEXAS §

COUNTY OF NUECES §

Field notes, to describe a 51.03-acre tract Improvement Area being out a portion of Tracts 27C and 27D of the Padre Island – Corpus Christi Island Fairway Estates, hereafter referred to as P.I.C.C.I.F.E., Lots 27C and 27D, a map recorded in Volume 67, Pages 779-785, Map Records, Nueces County, Texas, a portion of P.I.C.C.I.F.E., Blocks 24-33, a map recorded in Volume 40, pages 154-159, Map Records, Nueces County, Texas, a portion of out of P.I.C.C.I.F.E., Blocks 43 & 44, a map recorded in Volume 42, Pages 10-11, Map Records, Nueces County, Texas, and Portions of P.I.C.C.I.F.E., Blocks 34, 35, and 36, a map recorded in Volume 40, Pages 183-184, Map Records, Nueces County, Texas, said Blocks 26, 35, 36, 43, 44, and a portion of Block 34, now vacated as per plat recorded in Volume 67, Page 688, Map Records, Nueces County, Texas, said 51.03-acre tract being out of a portion of a 28.63-acre tract (Tract 1), a 72.31-acre tract (Tract 2), a 74.39-acre tract (Tract 3), and a 30.68-acre tract (Tract 4), as referenced in a correction warranty deed, Document Number 2018045542, Official Records, Nueces County, Texas, save and except 3.766 acres of a 80-foot wide street, also known as 'Aquarius Street Re-Alignment', and recorded in Document Number 2011039226, Official Records, Nueces County, Texas, and said 51.03 acres more particularly described by metes and bounds as follows;

BEGINNING at a 5/8" iron rod found on said Lot 27C of the Padre Island-Corpus Christi Island Fairway Estates, and being on the south right of way of said Aquarius Street, and said iron rod being on a curve to the right, having a radius of 330.00', a length of curve of 106.74', a delta angle of 18°31'58", and a chord bearing and distance of S 78°00'59" W, 106.28' for a corner of said 30.68-acre tract (Tract 4) , for the **POINT-OF-BEGINNING** and northeast corner of this 51.03-acre tract;

THENCE S 02°16'21" E, a distance of **47.77'** to a 5/8" iron rod found, for an angle corner of this 51.03-acre tract;

THENCE S 44°49'36" E, a distance of **217.18'** to a point, for an angle corner of this 51.03-acre tract;

THENCE S 45°10'24" W, a distance of **141.72'** to a point, for an angle corner of this 51.03-acre tract;

THENCE S 00°00'00" W, a distance of **685.33'** to a point and a corner of this 51.03-acre tract, and said point being at the beginning of a curve to the left, having a radius of 393.00', a length of curve of 500.19', a delta angle of 72°55'22", and a chord bearing and distance of S 57°10'11" E, 467.10';

THENCE along said curve to the left, a curve length of **500.19'** to a point of tangency of said curve, for a corner of this 51.03-acre tract;

THENCE S 00°53'05" E, a distance **809.16'** to a point, for an angle corner of this 51.03-acre tract;

THENCE S 89°06'59" W, a distance of **62.78'** to a point, for an angle corner of this 51.03-acre tract;

THENCE N 80°07'55" W, a distance of **169.11'** to a point, for an angle corner of this 51.03-acre tract;

THENCE S 47°34'11" W, a distance of **80.44'** to a point, for an angle corner of this 51.03-acre tract;

THENCE N 39°02'15" W, a distance of **180.41'** to a point, for an angle corner of this 51.03-acre tract;

THENCE N 87°28'42" W, a distance of **120.19'** to a point, for an angle corner of this 51.03-acre tract;

THENCE S 51°27'50" W, a distance of **135.13'** to a point, for an angle corner of this 51.03-acre tract;

THENCE S 30°31'04" W, a distance of **270.15'** to a point, for an angle corner of this 51.03-acre tract;

THENCE S 24°02'41" W, a distance of **249.57'** to a point, for an angle corner of this 51.03-acre tract;

THENCE S 36°57'46" W, a distance of **160.17'** to a point on the north right of way of Crown Royal, for an angle corner of this 51.03-acre tract;

THENCE N 52°53'11" W, along the north right of way of Crown Royal, a distance of **229.48'** to a point on the north right of way of Crown Royal, for a corner of this 51.03-acre tract and said point being at the beginning of a curve to the left, having a radius of 1,718.10', a length of curve of 301.27', a delta angle of 10°02'48", and a chord bearing and distance of N 30°32'33" E, 300.88';

THENCE along said curve to the left, a curve length of **301.27'** to a point of tangency of said curve, for a corner of this 51.03-acre tract, and said point being at the beginning of a curve to the left, having a radius of 1,056.90', a length of curve of 387.52', a delta angle of 21°00'28", and a chord bearing and distance of N 14°46'46" E, 385.35';

THENCE along said curve to the left, a curve length of **387.52'** to a point of tangency of said curve, for a corner of this 51.03-acre tract;

THENCE N 86°00'41" W, a distance of **119.90'** to a point at the east right of way of Dasmarias Drive, for a corner of this 51.03-acre tract, and said point being at the beginning of a curve to the left, having a radius of 940.79', a length of curve of 461.85', a delta angle of 28°07'40", and a chord bearing and distance of N 10°33'02" W, 457.23';

THENCE along said curve to the left, a curve length of **461.85'** to a point of tangency of said curve, for a corner of this 51.03-acre tract and said point being at the beginning of a curve to the left, having a radius of 617.98', a length of curve of 425.59', a delta angle of 39°27'31", and a chord bearing and distance of N 44°45'25" W, 417.23';

THENCE along said curve to the left, a curve length of **425.59'** to a point of tangency of said curve, for a corner of this 51.03-acre tract;

THENCE N 64°29'59" W, a distance of **515.37'** to a point, for a corner of this 51.03-acre tract and said point being at the beginning of curve to the right, having a radius of 15.00', a length of curve of 23.55', a delta angle of 89°57'56", and a chord bearing and distance of N 19°31'01" W, 21.21';

THENCE along said curve to the right, a curve length of **23.55'** to a point of tangency of said curve, for a corner of this 51.03-acre tract;

THENCE N 25°27'57" E, a distance of **288.75'** to a point, for a corner of this 51.03-acre tract and said point being at the beginning of curve to the right, having a radius of 330.00', a length of curve of 249.30', a delta angle of 43°17'02", and a chord bearing and distance of N 47°06'27" E, 243.41';

THENCE along said curve to the right, a curve length of **249.30'** to a point of tangency of said curve, for a corner of this 51.03-acre tract;

THENCE N 68°44'59" E, a distance of **1,071.44'** to a point, for a corner of this 51.03-acre tract, and said point being at the beginning of curve to the right, having a radius of 330.00', a length of curve of 106.74', a delta angle of 18°31'58", and a chord bearing and distance of N 78°00'59" E, 106.28';

THENCE along said curve to the right, a curve length of **106.74'** to the point of tangency and the **POINT-OF-BEGINNING**, and containing 51.03 acres, more or less.

The bearings for this field notes description are based on GPS, NAD83, State Plane Coordinate System, Texas South Zone 4205.

I, Albert E. Franco, Jr., Registered Professional Land Surveyor of Texas, do hereby certify that this description represents the actual perimeter of this 51.03-acre tract, this the 21st day of November 2023.



Albert E. Franco, Jr.

Registered Professional Land Surveyor
Texas Registration No. 4471

EXHIBIT J-3 – THE PRESERVE LEGAL DESCRIPTION



361.991.8550
TBPELS F-19613
TBPELS 10194382
www.LJASurvey.com
5350 South Staples Street, Suite 425, Corpus Christi, Texas 78411

November 21, 2023
S001-C986-21143.101

Field Notes Description for a 4.64-Acre Tract Improvement Area #1, Tract 2

STATE OF TEXAS §

COUNTY OF NUECES §

Field notes, to describe a 4.64-acre tract being out a portion of Tracts 27D of the Padre Island – Corpus Christi Island Fairway Estates, hereafter referred to as P.I.C.C.I.F.E., Lots 27C and 27D, a map recorded in Volume 67, Pages 779-785, Map Records, Nueces County, Texas, said 4.64-acre tract being out of a portion of a 74.39-acre tract (Tract 3), as referenced in a correction warranty deed, Document Number 2018045542, Official Records, Nueces County, Texas, and said 4.64 acres more particularly described by metes and bounds as follows;

BEGINNING at a 5/8" iron rod found at the southeast corner of Lot 24, Block 30 of the Padre Island-Corpus Christi Island Fairway Estates, recorded in Volume 40, Pages 181-182, Map Records, Nueces County, Texas, for the **POINT-OF-BEGINNING** and interior corner of this 4.64-acre tract;

THENCE N 30°50'45" E, a distance of **235.05'** to a point, for an angle corner of this 4.64-acre tract;

THENCE N 23°48'25" W, a distance of **259.46'** to a point, for an angle corner of this 4.64-acre tract;

THENCE N 39°34'30" E, a distance of **224.73'** to a point, for an angle corner of this 4.64-acre tract;

THENCE S 57°43'56" E, a distance of **100.42'** to a point and a corner of this 4.64-acre tract, and said point being at the beginning of a curve to the right, having a radius of 170.00', a length of curve of 157.54', a delta angle of 53°05'43", and a chord bearing and distance of S 33°35'14" E, 151.96';

THENCE along said curve to the right, a curve length of **157.54'** to a point of tangency of said curve, for a corner of this 4.64-acre tract;

THENCE S 07°02'23" E, a distance **182.93'** to a point, for an angle corner of this 4.64-acre tract;

THENCE S 11°47'41" W, a distance of **257.61'** to a point, for a corner of this 4.64-acre tract and said point being at the beginning of a curve to the right, having a radius of 260.00', a length of curve of 352.26', a delta angle of 77°37'36", and a chord bearing and distance of S 50°36'29" W, 325.93';

THENCE along said curve to the right, a curve length of **352.26'** to a point of tangency of said curve, for a corner of this 4.64-acre tract;

THENCE N 00°34'43" W, a distance of **105.00'** to a point, for a corner of this 4.64-acre tract and said point being at the beginning of a curve to the right, having a radius of 155.00', a length of curve of 84.98', a delta angle of 31°24'50", and a chord bearing and distance of N 74°52'18" W, 83.92';

THENCE along said curve to the right, a curve length of **84.98'** to a point of tangency of said curve, for a corner of this 4.64-acre tract;

THENCE N 59°09'53" W, a distance of **112.06'** to a point, for an exterior corner of this 4.64-acre tract;

THENCE S 83°07'14" W, a distance of **9.19'** to a point, for a corner of this 4.64-acre tract and said point being at the beginning of a curve to the left, having a radius of 104.62', a length of curve of 62.28', a delta angle of 34°06'20", and a chord bearing and distance of N 31°30'06" E, 61.36';

THENCE along said curve to the left, a curve length of **62.28'** to a point of tangency of said curve, for a corner of this 4.64-acre tract;

THENCE S 76°03'33" E, a distance of **112.87'** to a point, for an angle corner and the **POINT-OF-BEGINNING**, and containing 4.64 acres, more or less.

The bearings for this field notes description are based on GPS, NAD83, State Plane Coordinate System, Texas South Zone 4205.

I, Albert E. Franco, Jr., Registered Professional Land Surveyor of Texas, do hereby certify that this description represents the actual perimeter of this 4.64-acre tract, this the 21st day of November 2023.



Albert E. Franco, Jr.
Registered Professional Land Surveyor
Texas Registration No. 4471

APPENDIX A – ENGINEER’S REPORT

[Remainder of page left intentionally blank.]

APPENDIX B – BUYER DISCLOSURES

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

Improvement Area #1

- Initial Parcel
- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4
- Lot Type 5
- Lot Type 6
- Lot Type 7

[Remainder of page left intentionally blank.]

WHITECAP PUBLIC IMPROVEMENT DISTRICT NO. 1 - IMPROVEMENT AREA #1
INITIAL PARCEL 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 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CORPUS CHRISTI, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 INITIAL PARCEL PRINCIPAL ASSESSMENT: \$23,856,000

As the purchaser of the real property described above, you are obligated to pay assessments to City of Corpus Christi, 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 *Whitecap Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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 Nueces 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 Nueces 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 Nueces County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 INITIAL PARCEL

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installments ^[b]
2025	\$ 290,000	\$ 1,483,843	\$ 40,000	\$ 1,813,843
2026	\$ 308,000	\$ 1,465,805	\$ 40,800	\$ 1,814,605
2027	\$ 327,000	\$ 1,446,648	\$ 41,616	\$ 1,815,264
2028	\$ 348,000	\$ 1,426,308	\$ 42,448	\$ 1,816,757
2029	\$ 369,000	\$ 1,404,663	\$ 43,297	\$ 1,816,960
2030	\$ 392,000	\$ 1,381,711	\$ 44,163	\$ 1,817,874
2031	\$ 417,000	\$ 1,357,328	\$ 45,046	\$ 1,819,375
2032	\$ 443,000	\$ 1,331,391	\$ 45,947	\$ 1,820,338
2033	\$ 470,000	\$ 1,303,836	\$ 46,866	\$ 1,820,703
2034	\$ 500,000	\$ 1,274,602	\$ 47,804	\$ 1,822,406
2035	\$ 531,000	\$ 1,243,502	\$ 48,760	\$ 1,823,262
2036	\$ 564,000	\$ 1,210,474	\$ 49,735	\$ 1,824,209
2037	\$ 599,000	\$ 1,175,393	\$ 50,730	\$ 1,825,123
2038	\$ 636,000	\$ 1,138,136	\$ 51,744	\$ 1,825,880
2039	\$ 676,000	\$ 1,098,576	\$ 52,779	\$ 1,827,356
2040	\$ 718,000	\$ 1,056,529	\$ 53,835	\$ 1,828,364
2041	\$ 762,000	\$ 1,011,870	\$ 54,911	\$ 1,828,781
2042	\$ 810,000	\$ 964,473	\$ 56,010	\$ 1,830,483
2043	\$ 860,000	\$ 914,091	\$ 57,130	\$ 1,831,221
2044	\$ 914,000	\$ 860,599	\$ 58,272	\$ 1,832,872
2045	\$ 970,000	\$ 803,748	\$ 59,438	\$ 1,833,186
2046	\$ 1,031,000	\$ 743,414	\$ 60,627	\$ 1,835,041
2047	\$ 1,095,000	\$ 679,286	\$ 61,839	\$ 1,836,125
2048	\$ 1,163,000	\$ 611,177	\$ 63,076	\$ 1,837,253
2049	\$ 1,235,000	\$ 538,839	\$ 64,337	\$ 1,838,176
2050	\$ 1,312,000	\$ 462,022	\$ 65,624	\$ 1,839,646
2051	\$ 1,394,000	\$ 380,415	\$ 66,937	\$ 1,841,352
2052	\$ 1,480,000	\$ 293,708	\$ 68,275	\$ 1,841,984
2053	\$ 1,572,000	\$ 201,652	\$ 69,641	\$ 1,843,293
2054	\$ 1,670,000	\$ 103,874	\$ 71,034	\$ 1,844,908
Total	\$ 23,856,000	\$ 29,367,917	\$ 1,622,723	\$ 54,846,640

Footnotes:

[a] Interest is calculated at a 6.22% rate for illustrative purposes.

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

WHITECAP PUBLIC IMPROVEMENT DISTRICT NO. 1 - IMPROVEMENT AREA #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 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CORPUS CHRISTI, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: \$78,510.14

As the purchaser of the real property described above, you are obligated to pay assessments to City of Corpus Christi, 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 *Whitecap Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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 Nueces 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 Nueces 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 Nueces County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 1

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installments ^[b]
2025	\$ 954.39	\$ 4,883.33	\$ 131.64	\$ 5,969.36
2026	\$ 1,013.63	\$ 4,823.97	\$ 134.27	\$ 5,971.87
2027	\$ 1,076.16	\$ 4,760.92	\$ 136.96	\$ 5,974.04
2028	\$ 1,145.27	\$ 4,693.98	\$ 139.70	\$ 5,978.95
2029	\$ 1,214.38	\$ 4,622.75	\$ 142.49	\$ 5,979.62
2030	\$ 1,290.07	\$ 4,547.21	\$ 145.34	\$ 5,982.63
2031	\$ 1,372.35	\$ 4,466.97	\$ 148.25	\$ 5,987.57
2032	\$ 1,457.91	\$ 4,381.61	\$ 151.21	\$ 5,990.74
2033	\$ 1,546.77	\$ 4,290.93	\$ 154.24	\$ 5,991.94
2034	\$ 1,645.50	\$ 4,194.72	\$ 157.32	\$ 5,997.54
2035	\$ 1,747.52	\$ 4,092.37	\$ 160.47	\$ 6,000.36
2036	\$ 1,856.13	\$ 3,983.67	\$ 163.68	\$ 6,003.48
2037	\$ 1,971.31	\$ 3,868.22	\$ 166.95	\$ 6,006.48
2038	\$ 2,093.08	\$ 3,745.61	\$ 170.29	\$ 6,008.97
2039	\$ 2,224.72	\$ 3,615.42	\$ 173.70	\$ 6,013.83
2040	\$ 2,362.94	\$ 3,477.04	\$ 177.17	\$ 6,017.15
2041	\$ 2,507.74	\$ 3,330.06	\$ 180.71	\$ 6,018.52
2042	\$ 2,665.71	\$ 3,174.08	\$ 184.33	\$ 6,024.12
2043	\$ 2,830.26	\$ 3,008.28	\$ 188.01	\$ 6,026.55
2044	\$ 3,007.98	\$ 2,832.23	\$ 191.77	\$ 6,031.98
2045	\$ 3,192.27	\$ 2,645.14	\$ 195.61	\$ 6,033.02
2046	\$ 3,393.02	\$ 2,446.58	\$ 199.52	\$ 6,039.12
2047	\$ 3,603.65	\$ 2,235.53	\$ 203.51	\$ 6,042.69
2048	\$ 3,827.44	\$ 2,011.39	\$ 207.58	\$ 6,046.40
2049	\$ 4,064.39	\$ 1,773.32	\$ 211.73	\$ 6,049.44
2050	\$ 4,317.79	\$ 1,520.51	\$ 215.97	\$ 6,054.28
2051	\$ 4,587.66	\$ 1,251.95	\$ 220.29	\$ 6,059.89
2052	\$ 4,870.68	\$ 966.59	\$ 224.69	\$ 6,061.97
2053	\$ 5,173.46	\$ 663.64	\$ 229.19	\$ 6,066.28
2054	\$ 5,495.97	\$ 341.85	\$ 233.77	\$ 6,071.60
Total	\$ 78,510.14	\$ 96,649.87	\$ 5,340.39	\$ 180,500.40

Footnotes:

[a] Interest is calculated at a 6.22% rate for illustrative purposes.

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

WHITECAP PUBLIC IMPROVEMENT DISTRICT NO. 1 - IMPROVEMENT AREA #1
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 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CORPUS CHRISTI, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 2 PRINCIPAL ASSESSMENT: \$94,212.17

As the purchaser of the real property described above, you are obligated to pay assessments to City of Corpus Christi, 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 *Whitecap Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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 Nueces 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 Nueces 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 Nueces County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 2

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installments ^[b]
2025	\$ 1,145.27	\$ 5,860.00	\$ 157.97	\$ 7,163.23
2026	\$ 1,216.35	\$ 5,788.76	\$ 161.13	\$ 7,166.24
2027	\$ 1,291.39	\$ 5,713.10	\$ 164.35	\$ 7,168.84
2028	\$ 1,374.32	\$ 5,632.78	\$ 167.64	\$ 7,174.74
2029	\$ 1,457.26	\$ 5,547.30	\$ 170.99	\$ 7,175.54
2030	\$ 1,548.09	\$ 5,456.66	\$ 174.41	\$ 7,179.15
2031	\$ 1,646.82	\$ 5,360.36	\$ 177.90	\$ 7,185.08
2032	\$ 1,749.50	\$ 5,257.93	\$ 181.46	\$ 7,188.88
2033	\$ 1,856.13	\$ 5,149.11	\$ 185.08	\$ 7,190.32
2034	\$ 1,974.60	\$ 5,033.66	\$ 188.79	\$ 7,197.05
2035	\$ 2,097.03	\$ 4,910.84	\$ 192.56	\$ 7,200.43
2036	\$ 2,227.35	\$ 4,780.41	\$ 196.41	\$ 7,204.17
2037	\$ 2,365.57	\$ 4,641.87	\$ 200.34	\$ 7,207.78
2038	\$ 2,511.69	\$ 4,494.73	\$ 204.35	\$ 7,210.77
2039	\$ 2,669.66	\$ 4,338.50	\$ 208.44	\$ 7,216.60
2040	\$ 2,835.53	\$ 4,172.45	\$ 212.60	\$ 7,220.58
2041	\$ 3,009.29	\$ 3,996.08	\$ 216.86	\$ 7,222.23
2042	\$ 3,198.85	\$ 3,808.90	\$ 221.19	\$ 7,228.95
2043	\$ 3,396.31	\$ 3,609.93	\$ 225.62	\$ 7,231.86
2044	\$ 3,609.57	\$ 3,398.68	\$ 230.13	\$ 7,238.38
2045	\$ 3,830.73	\$ 3,174.17	\$ 234.73	\$ 7,239.62
2046	\$ 4,071.63	\$ 2,935.89	\$ 239.43	\$ 7,246.95
2047	\$ 4,324.38	\$ 2,682.64	\$ 244.22	\$ 7,251.23
2048	\$ 4,592.92	\$ 2,413.66	\$ 249.10	\$ 7,255.68
2049	\$ 4,877.26	\$ 2,127.98	\$ 254.08	\$ 7,259.33
2050	\$ 5,181.35	\$ 1,824.62	\$ 259.16	\$ 7,265.13
2051	\$ 5,505.19	\$ 1,502.34	\$ 264.35	\$ 7,271.87
2052	\$ 5,844.82	\$ 1,159.91	\$ 269.63	\$ 7,274.37
2053	\$ 6,208.15	\$ 796.37	\$ 275.03	\$ 7,279.54
2054	\$ 6,595.17	\$ 410.22	\$ 280.53	\$ 7,285.91
Total	\$ 94,212.17	\$ 115,979.85	\$ 6,408.46	\$ 216,600.48

Footnotes:

[a] Interest is calculated at a 6.22% rate for illustrative purposes.

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

WHITECAP PUBLIC IMPROVEMENT DISTRICT NO. 1 - IMPROVEMENT AREA #1
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 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CORPUS CHRISTI, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 3 PRINCIPAL ASSESSMENT: \$106,219.61

As the purchaser of the real property described above, you are obligated to pay assessments to City of Corpus Christi, 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 *Whitecap Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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 Nueces 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 Nueces 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 Nueces County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 3

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installments ^[b]
2025	\$ 1,291.23	\$ 6,606.86	\$ 178.10	\$ 8,076.20
2026	\$ 1,371.38	\$ 6,526.54	\$ 181.66	\$ 8,079.59
2027	\$ 1,455.98	\$ 6,441.24	\$ 185.30	\$ 8,082.52
2028	\$ 1,549.48	\$ 6,350.68	\$ 189.00	\$ 8,089.17
2029	\$ 1,642.98	\$ 6,254.31	\$ 192.78	\$ 8,090.07
2030	\$ 1,745.39	\$ 6,152.11	\$ 196.64	\$ 8,094.14
2031	\$ 1,856.71	\$ 6,043.55	\$ 200.57	\$ 8,100.83
2032	\$ 1,972.47	\$ 5,928.06	\$ 204.58	\$ 8,105.12
2033	\$ 2,092.69	\$ 5,805.37	\$ 208.67	\$ 8,106.74
2034	\$ 2,226.27	\$ 5,675.21	\$ 212.85	\$ 8,114.32
2035	\$ 2,364.29	\$ 5,536.73	\$ 217.10	\$ 8,118.13
2036	\$ 2,511.23	\$ 5,389.68	\$ 221.45	\$ 8,122.35
2037	\$ 2,667.07	\$ 5,233.48	\$ 225.88	\$ 8,126.42
2038	\$ 2,831.81	\$ 5,067.59	\$ 230.39	\$ 8,129.79
2039	\$ 3,009.91	\$ 4,891.45	\$ 235.00	\$ 8,136.36
2040	\$ 3,196.92	\$ 4,704.23	\$ 239.70	\$ 8,140.85
2041	\$ 3,392.83	\$ 4,505.38	\$ 244.49	\$ 8,142.71
2042	\$ 3,606.55	\$ 4,294.35	\$ 249.38	\$ 8,150.28
2043	\$ 3,829.18	\$ 4,070.02	\$ 254.37	\$ 8,153.57
2044	\$ 4,069.61	\$ 3,831.85	\$ 259.46	\$ 8,160.92
2045	\$ 4,318.96	\$ 3,578.72	\$ 264.65	\$ 8,162.32
2046	\$ 4,590.56	\$ 3,310.08	\$ 269.94	\$ 8,170.58
2047	\$ 4,875.52	\$ 3,024.54	\$ 275.34	\$ 8,175.41
2048	\$ 5,178.29	\$ 2,721.29	\$ 280.85	\$ 8,180.43
2049	\$ 5,498.88	\$ 2,399.20	\$ 286.46	\$ 8,184.54
2050	\$ 5,841.72	\$ 2,057.17	\$ 292.19	\$ 8,191.08
2051	\$ 6,206.83	\$ 1,693.81	\$ 298.04	\$ 8,198.68
2052	\$ 6,589.75	\$ 1,307.75	\$ 304.00	\$ 8,201.49
2053	\$ 6,999.38	\$ 897.86	\$ 310.08	\$ 8,207.32
2054	\$ 7,435.73	\$ 462.50	\$ 316.28	\$ 8,214.51
Total	\$ 106,219.61	\$ 130,761.59	\$ 7,225.23	\$ 244,206.43

Footnotes:

[a] Interest is calculated at a 6.22% rate for illustrative purposes.

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

WHITECAP PUBLIC IMPROVEMENT DISTRICT NO. 1 - IMPROVEMENT AREA #1
LOT TYPE 4 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 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CORPUS CHRISTI, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 4 PRINCIPAL ASSESSMENT: \$127,463.53

As the purchaser of the real property described above, you are obligated to pay assessments to City of Corpus Christi, 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 *Whitecap Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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 Nueces 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 Nueces 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 Nueces County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 4

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installments ^[b]
2025	\$ 1,549.48	\$ 7,928.23	\$ 213.72	\$ 9,691.43
2026	\$ 1,645.66	\$ 7,831.85	\$ 218.00	\$ 9,695.51
2027	\$ 1,747.17	\$ 7,729.49	\$ 222.36	\$ 9,699.02
2028	\$ 1,859.38	\$ 7,620.82	\$ 226.80	\$ 9,707.00
2029	\$ 1,971.58	\$ 7,505.17	\$ 231.34	\$ 9,708.09
2030	\$ 2,094.47	\$ 7,382.53	\$ 235.97	\$ 9,712.97
2031	\$ 2,228.05	\$ 7,252.26	\$ 240.69	\$ 9,720.99
2032	\$ 2,366.97	\$ 7,113.67	\$ 245.50	\$ 9,726.14
2033	\$ 2,511.23	\$ 6,966.45	\$ 250.41	\$ 9,728.09
2034	\$ 2,671.52	\$ 6,810.25	\$ 255.42	\$ 9,737.19
2035	\$ 2,837.15	\$ 6,644.08	\$ 260.53	\$ 9,741.76
2036	\$ 3,013.47	\$ 6,467.61	\$ 265.74	\$ 9,746.82
2037	\$ 3,200.48	\$ 6,280.17	\$ 271.05	\$ 9,751.70
2038	\$ 3,398.17	\$ 6,081.10	\$ 276.47	\$ 9,755.75
2039	\$ 3,611.89	\$ 5,869.74	\$ 282.00	\$ 9,763.63
2040	\$ 3,836.30	\$ 5,645.08	\$ 287.64	\$ 9,769.02
2041	\$ 4,071.40	\$ 5,406.46	\$ 293.39	\$ 9,771.25
2042	\$ 4,327.86	\$ 5,153.22	\$ 299.26	\$ 9,780.34
2043	\$ 4,595.01	\$ 4,884.02	\$ 305.25	\$ 9,784.28
2044	\$ 4,883.54	\$ 4,598.21	\$ 311.35	\$ 9,793.10
2045	\$ 5,182.75	\$ 4,294.46	\$ 317.58	\$ 9,794.79
2046	\$ 5,508.67	\$ 3,972.09	\$ 323.93	\$ 9,804.70
2047	\$ 5,850.63	\$ 3,629.45	\$ 330.41	\$ 9,810.49
2048	\$ 6,213.95	\$ 3,265.54	\$ 337.02	\$ 9,816.51
2049	\$ 6,598.65	\$ 2,879.04	\$ 343.76	\$ 9,821.45
2050	\$ 7,010.07	\$ 2,468.60	\$ 350.63	\$ 9,829.30
2051	\$ 7,448.20	\$ 2,032.57	\$ 357.65	\$ 9,838.41
2052	\$ 7,907.70	\$ 1,569.30	\$ 364.80	\$ 9,841.79
2053	\$ 8,399.26	\$ 1,077.44	\$ 372.09	\$ 9,848.79
2054	\$ 8,922.87	\$ 555.00	\$ 379.54	\$ 9,857.41
Total	\$ 127,463.53	\$ 156,913.91	\$ 8,670.27	\$ 293,047.71

Footnotes:

[a] Interest is calculated at a 6.22% rate for illustrative purposes.

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

WHITECAP PUBLIC IMPROVEMENT DISTRICT NO. 1 - IMPROVEMENT AREA #1
LOT TYPE 5 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 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CORPUS CHRISTI, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 5 PRINCIPAL ASSESSMENT: \$138,547.31

As the purchaser of the real property described above, you are obligated to pay assessments to City of Corpus Christi, 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 *Whitecap Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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 Nueces 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 Nueces County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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§

COUNTY OF _____

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 5

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installments ^[b]
2025	\$ 1,684.22	\$ 8,617.64	\$ 232.31	\$ 10,534.17
2026	\$ 1,788.76	\$ 8,512.88	\$ 236.95	\$ 10,538.59
2027	\$ 1,899.10	\$ 8,401.62	\$ 241.69	\$ 10,542.42
2028	\$ 2,021.06	\$ 8,283.50	\$ 246.53	\$ 10,551.09
2029	\$ 2,143.02	\$ 8,157.79	\$ 251.46	\$ 10,552.27
2030	\$ 2,276.60	\$ 8,024.49	\$ 256.48	\$ 10,557.58
2031	\$ 2,421.79	\$ 7,882.89	\$ 261.61	\$ 10,566.29
2032	\$ 2,572.79	\$ 7,732.25	\$ 266.85	\$ 10,571.89
2033	\$ 2,729.60	\$ 7,572.23	\$ 272.18	\$ 10,574.01
2034	\$ 2,903.83	\$ 7,402.45	\$ 277.63	\$ 10,583.90
2035	\$ 3,083.86	\$ 7,221.83	\$ 283.18	\$ 10,588.87
2036	\$ 3,275.51	\$ 7,030.01	\$ 288.84	\$ 10,594.37
2037	\$ 3,478.78	\$ 6,826.27	\$ 294.62	\$ 10,599.68
2038	\$ 3,693.67	\$ 6,609.89	\$ 300.51	\$ 10,604.07
2039	\$ 3,925.97	\$ 6,380.15	\$ 306.52	\$ 10,612.64
2040	\$ 4,169.89	\$ 6,135.95	\$ 312.65	\$ 10,618.50
2041	\$ 4,425.43	\$ 5,876.59	\$ 318.91	\$ 10,620.92
2042	\$ 4,704.20	\$ 5,601.32	\$ 325.28	\$ 10,630.80
2043	\$ 4,994.58	\$ 5,308.72	\$ 331.79	\$ 10,635.09
2044	\$ 5,308.19	\$ 4,998.06	\$ 338.43	\$ 10,644.68
2045	\$ 5,633.42	\$ 4,667.89	\$ 345.19	\$ 10,646.51
2046	\$ 5,987.69	\$ 4,317.49	\$ 352.10	\$ 10,657.28
2047	\$ 6,359.38	\$ 3,945.06	\$ 359.14	\$ 10,663.57
2048	\$ 6,754.30	\$ 3,549.50	\$ 366.32	\$ 10,670.12
2049	\$ 7,172.45	\$ 3,129.39	\$ 373.65	\$ 10,675.48
2050	\$ 7,619.64	\$ 2,683.26	\$ 381.12	\$ 10,684.02
2051	\$ 8,095.86	\$ 2,209.32	\$ 388.75	\$ 10,693.93
2052	\$ 8,595.32	\$ 1,705.76	\$ 396.52	\$ 10,697.60
2053	\$ 9,129.63	\$ 1,171.13	\$ 404.45	\$ 10,705.20
2054	\$ 9,698.78	\$ 603.26	\$ 412.54	\$ 10,714.58
Total	\$ 138,547.31	\$ 170,558.60	\$ 9,424.21	\$ 318,530.12

Footnotes:

[a] Interest is calculated at a 6.22% rate for illustrative purposes.

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

WHITECAP PUBLIC IMPROVEMENT DISTRICT NO. 1 - IMPROVEMENT AREA #1
LOT TYPE 6 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 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CORPUS CHRISTI, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 6 PRINCIPAL ASSESSMENT: \$166,256.78

As the purchaser of the real property described above, you are obligated to pay assessments to City of Corpus Christi, 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 *Whitecap Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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 Nueces 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 Nueces 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 Nueces County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 6

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installments ^[b]
2025	\$ 2,021.06	\$ 10,341.17	\$ 278.77	\$ 12,641.00
2026	\$ 2,146.51	\$ 10,215.46	\$ 284.34	\$ 12,646.31
2027	\$ 2,278.92	\$ 10,081.95	\$ 290.03	\$ 12,650.90
2028	\$ 2,425.27	\$ 9,940.20	\$ 295.83	\$ 12,661.30
2029	\$ 2,571.63	\$ 9,789.35	\$ 301.75	\$ 12,662.72
2030	\$ 2,731.92	\$ 9,629.39	\$ 307.78	\$ 12,669.09
2031	\$ 2,906.15	\$ 9,459.47	\$ 313.94	\$ 12,679.55
2032	\$ 3,087.35	\$ 9,278.70	\$ 320.22	\$ 12,686.27
2033	\$ 3,275.51	\$ 9,086.67	\$ 326.62	\$ 12,688.81
2034	\$ 3,484.59	\$ 8,882.93	\$ 333.15	\$ 12,700.68
2035	\$ 3,700.63	\$ 8,666.19	\$ 339.82	\$ 12,706.64
2036	\$ 3,930.62	\$ 8,436.01	\$ 346.61	\$ 12,713.24
2037	\$ 4,174.54	\$ 8,191.53	\$ 353.54	\$ 12,719.61
2038	\$ 4,432.40	\$ 7,931.87	\$ 360.62	\$ 12,724.89
2039	\$ 4,711.17	\$ 7,656.18	\$ 367.83	\$ 12,735.17
2040	\$ 5,003.87	\$ 7,363.14	\$ 375.18	\$ 12,742.20
2041	\$ 5,310.52	\$ 7,051.90	\$ 382.69	\$ 12,745.11
2042	\$ 5,645.04	\$ 6,721.59	\$ 390.34	\$ 12,756.97
2043	\$ 5,993.50	\$ 6,370.47	\$ 398.15	\$ 12,762.11
2044	\$ 6,369.83	\$ 5,997.67	\$ 406.11	\$ 12,773.61
2045	\$ 6,760.11	\$ 5,601.47	\$ 414.23	\$ 12,775.81
2046	\$ 7,185.23	\$ 5,180.99	\$ 422.52	\$ 12,788.73
2047	\$ 7,631.25	\$ 4,734.07	\$ 430.97	\$ 12,796.29
2048	\$ 8,105.16	\$ 4,259.40	\$ 439.59	\$ 12,804.15
2049	\$ 8,606.94	\$ 3,755.26	\$ 448.38	\$ 12,810.58
2050	\$ 9,143.57	\$ 3,219.91	\$ 457.35	\$ 12,820.82
2051	\$ 9,715.04	\$ 2,651.18	\$ 466.49	\$ 12,832.71
2052	\$ 10,314.39	\$ 2,046.91	\$ 475.82	\$ 12,837.12
2053	\$ 10,955.55	\$ 1,405.35	\$ 485.34	\$ 12,846.24
2054	\$ 11,638.53	\$ 723.92	\$ 495.05	\$ 12,857.50
Total	\$ 166,256.78	\$ 204,670.32	\$ 11,309.05	\$ 382,236.15

Footnotes:

[a] Interest is calculated at a 6.22% rate for illustrative purposes.

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

WHITECAP PUBLIC IMPROVEMENT DISTRICT NO. 1 - IMPROVEMENT AREA #1
LOT TYPE 7 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 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CORPUS CHRISTI, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 7 PRINCIPAL ASSESSMENT: \$221,675.70

As the purchaser of the real property described above, you are obligated to pay assessments to City of Corpus Christi, 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 *Whitecap Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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 Nueces 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 Nueces 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 _____

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§

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

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 7

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installments ^[b]
2025	\$ 2,694.75	\$ 13,788.23	\$ 371.69	\$ 16,854.67
2026	\$ 2,862.01	\$ 13,620.62	\$ 379.12	\$ 16,861.75
2027	\$ 3,038.56	\$ 13,442.60	\$ 386.71	\$ 16,867.87
2028	\$ 3,233.70	\$ 13,253.60	\$ 394.44	\$ 16,881.74
2029	\$ 3,428.84	\$ 13,052.46	\$ 402.33	\$ 16,883.63
2030	\$ 3,642.56	\$ 12,839.19	\$ 410.38	\$ 16,892.12
2031	\$ 3,874.86	\$ 12,612.62	\$ 418.58	\$ 16,906.07
2032	\$ 4,116.46	\$ 12,371.61	\$ 426.95	\$ 16,915.02
2033	\$ 4,367.35	\$ 12,115.56	\$ 435.49	\$ 16,918.41
2034	\$ 4,646.12	\$ 11,843.91	\$ 444.20	\$ 16,934.24
2035	\$ 4,934.18	\$ 11,554.92	\$ 453.09	\$ 16,942.19
2036	\$ 5,240.82	\$ 11,248.02	\$ 462.15	\$ 16,950.99
2037	\$ 5,566.05	\$ 10,922.04	\$ 471.39	\$ 16,959.48
2038	\$ 5,909.87	\$ 10,575.83	\$ 480.82	\$ 16,966.52
2039	\$ 6,281.55	\$ 10,208.24	\$ 490.44	\$ 16,980.23
2040	\$ 6,671.83	\$ 9,817.52	\$ 500.25	\$ 16,989.60
2041	\$ 7,080.69	\$ 9,402.54	\$ 510.25	\$ 16,993.47
2042	\$ 7,526.72	\$ 8,962.12	\$ 520.46	\$ 17,009.29
2043	\$ 7,991.33	\$ 8,493.96	\$ 530.86	\$ 17,016.15
2044	\$ 8,493.11	\$ 7,996.90	\$ 541.48	\$ 17,031.49
2045	\$ 9,013.47	\$ 7,468.62	\$ 552.31	\$ 17,034.41
2046	\$ 9,580.30	\$ 6,907.99	\$ 563.36	\$ 17,051.64
2047	\$ 10,175.00	\$ 6,312.09	\$ 574.62	\$ 17,061.72
2048	\$ 10,806.88	\$ 5,679.21	\$ 586.12	\$ 17,072.20
2049	\$ 11,475.92	\$ 5,007.02	\$ 597.84	\$ 17,080.78
2050	\$ 12,191.42	\$ 4,293.22	\$ 609.80	\$ 17,094.43
2051	\$ 12,953.38	\$ 3,534.91	\$ 621.99	\$ 17,110.29
2052	\$ 13,752.52	\$ 2,729.21	\$ 634.43	\$ 17,116.16
2053	\$ 14,607.40	\$ 1,873.80	\$ 647.12	\$ 17,128.33
2054	\$ 15,518.04	\$ 965.22	\$ 660.06	\$ 17,143.33
Total	\$ 221,675.70	\$ 272,893.76	\$ 15,078.73	\$ 509,648.19

Footnotes:

[a] Interest is calculated at a 6.22% rate for illustrative purposes.

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