
TRANSCRIPT OF PROCEEDINGS

RELATING TO

\$5,000,000

Reunion Ranch Water Control and Improvement District
Unlimited Tax Bonds
Series 2019

DATE OF DELIVERY

December 19, 2019

MCCALL
PARKHURST & HORTON

600 Congress Avenue, Suite 2150, Austin, TX 78701 | 512.478.3805

Clayton C. Chandler

\$5,000,000
REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
UNLIMITED TAX BONDS,
SERIES 2019

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SECRETARY'S CERTIFICATE

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

The undersigned officer of the Board of Directors of REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT, hereby certifies as follows:

1. The Board of Directors of said District convened at a REGULAR MEETING, on the 21st day of May, 2019 at 12912 Hill Country Boulevard, Suite F-232, Austin, Texas 78738; and the roll was called of the duly constituted officers and members of said Board, to-wit:

Nathan Neese - President
Vince Terracina - Vice President
Thomas J. Rogers, Jr. - Secretary
George Sykes - Assistant Secretary
Dennis Daniel - Assistant Secretary

and all said persons were present, except Vince Terracina and Thomas J. Rogers, Jr., thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting; a written

**RESOLUTION AUTHORIZING APPLICATION TO THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
FOR APPROVAL OF ENGINEERING PROJECT AND
\$5,000,000 REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
BOND ISSUE**

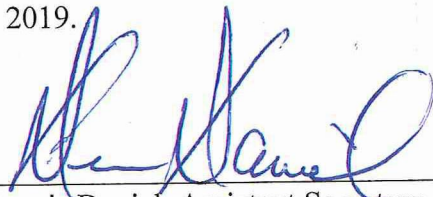
was duly introduced for the consideration of the Board. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

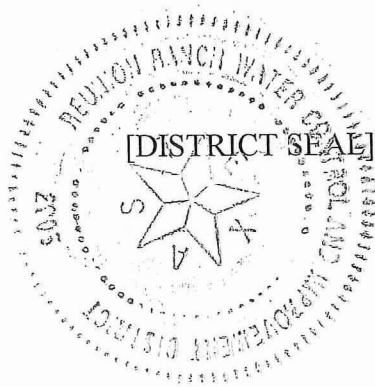
AYES: 3
NOES: 0

2. That a true, full, and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said Resolution has been duly recorded in said Board's minutes of said meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said Board's minutes of said meeting pertaining to the passage of said Resolution; that the persons named in the above and foregoing paragraphs are duly chosen, qualified, and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly

and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the time, place, and subject of said meeting was given as required by Chapter 551, Government Code, and Sec. 49.063, Water Code.

SIGNED AND SEALED the 21st day of May, 2019.

By: 
Dennis Daniel, Assistant Secretary
Reunion Ranch WCID



**RESOLUTION AUTHORIZING APPLICATION TO THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
FOR APPROVAL OF ENGINEERING PROJECT AND
\$5,000,000 REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
BOND ISSUE**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, Reunion Ranch Water Control and Improvement District (the "District") has been legally created and its Board of Directors have met and organized; and

WHEREAS, the Board of Directors desire to issue \$5,000,000 in bonds to finance acquisition and construction of improvements to its water, wastewater and drainage system within the District; and

WHEREAS, Section 49.181, Texas Water Code, requires the District, when it desires to issue bonds, to submit in writing to the Texas Commission on Environmental Quality (the "Commission"), an application for investigation of the proposed project and of the issuance of the bonds to finance such project, together with a copy of the engineer's report and data, profiles, maps, plans and specifications and market information prepared in connection therewith; and

WHEREAS, the Board of Directors desire to secure the approval and consent of the Commission for the construction of the aforementioned facilities, which are more completely described in the engineer's report and supplemental information submitted in connection with this application, and for the issuance of the bonds described in Section 1(2) of this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT THAT:

Section 1. The President and/or Vice President and Secretary and/or Assistant Secretary of the Board of Directors are authorized and directed as follows:

- (1) to make an application to the Commission for an investigation and report of the feasibility of the District acquiring that portion of improvements to the water, wastewater and drainage system described in the engineering report entitled "Reunion Ranch WCID Bond Issue No. 5" prepared by Murfee Engineering Company, Inc., consulting engineers, in connection with this application and any supplemental information, for such project to consist generally of improvements to the District's water, wastewater and drainage systems to serve the District, water capacity LUE fees and related expenses; and

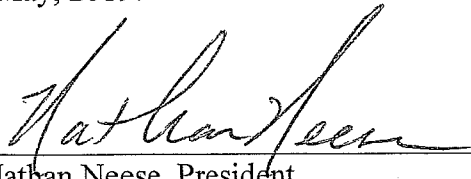
- (2) to request the Commission to approve the bonds of the District in the principal amount of \$5,000,000 bearing interest at a net effective interest rate not to exceed the maximum allowed by law, and maturing in accordance with the schedule provided in the aforesaid engineering report; and
- (3) to request that the Commission grant a waiver of the 30% developer contribution requirement under 30 Texas Administrative Code §293.59(k)(10), as permitted by 30 Texas Administrative Code §293.59(l)(5)(B), because the District anticipates receiving an acceptable credit rating on the proposed Bonds. A written statement from the District's financial advisor stating that, in his opinion, the District can reasonably be expected to qualify for an acceptable credit rating and that the District financing is feasible without the developer contribution is included in the Engineer's Report; and
- (4) to request the Commission to approve developer interest reimbursement for all projects for up to five (5) years; and
- (5) to request the Commission to approve the use of surplus bond funds in the amount of \$35,459.00.
- (6) to request that the Commission determine that the District and this application are exempt from the requirement for a current market study under 30 Texas Administrative Code §293.59(k)(10) because the District is not projecting growth to support the feasibility of the proposed Bonds.

Section 2. By this application the District assures the Commission that it will abide by the terms and conditions prescribed by the Commission, and it will retain all amounts required by law due all construction contractors on the project to assure that the project is completed in accordance with the approved plans and specifications.

Section 3. The President and/or Vice President and the Secretary and/or Assistant Secretary of the Board of Directors, the District's attorney, Willatt & Flickinger, PLLC the District's engineer, Murfee Engineering Company, Inc., and the District's financial advisor, Specialized Public Finance Inc., are authorized and directed to do any and all things necessary and proper in connection with this application.


Section 4. A certified copy of this Resolution shall constitute an application and request on behalf of the District to the Commission pursuant to Section 49.181, Texas Water Code, for approval of the project described in Section 1(1) and of the bonds described in Section 1(2).

PASSED AND APPROVED this 21st day of May, 2019.



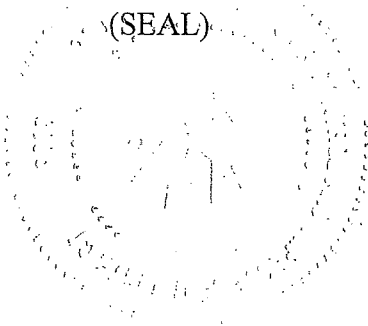
Nathan Neese, President
Reunion Ranch WCID

ATTEST:



Dennis Daniel, Assistant Secretary
Reunion Ranch WCID

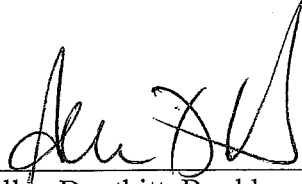
(SEAL)



BOOKKEEPER'S STATEMENT

The undersigned bookkeeper for Reunion Ranch Water Control and Improvement District states that the District currently has on hand surplus bond proceeds in the amount of \$35,459.00 available for the purposes of the foregoing resolution. These surplus bond proceeds were generated by the fact that the actual interest rate on the bonds was less than that projected in the application to the TCEQ for bond approval.

By: _____


Allen Douthitt, Bookkeeper

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OCT 16 2019



OF THE COMMISSION, GIVEN UNDER MY HAND AND THE
SEAL OF OFFICE ON

Bridget C. Bohan
BRIDGET C. BOHAN, CHIEF CLERK
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

AN ORDER APPROVING (1) AN ENGINEERING PROJECT AND
THE ISSUANCE OF \$5,000,000 IN UNLIMITED TAX BONDS;
AND (2) THE USE OF \$35,459 IN SURPLUS FUNDS FOR
REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT OF HAYS COUNTY

An application by Reunion Ranch Water Control and Improvement District of Hays County (the "District") was presented to the Executive Director of the Texas Commission on Environmental Quality (TCEQ) for consideration of approval pursuant to TEX. WATER CODE §§ 5.122 and 49.181. The District requests approval of an engineering project and issuance of \$5,000,000 in bonds and the use of \$35,459 in surplus funds to finance: impact fees for 2017, 2018, and 2019; and water, wastewater and drainage facilities to serve Reunion Ranch Phase 2 - Section 5 (water and drainage only), and Reunion Ranch Phase 3 - Section 1. The TCEQ has jurisdiction to consider this matter, and the following Findings of Fact and Conclusions of Law are appropriate after examining the application and supporting documentation.

FINDINGS OF FACT

1. The District filed an application with the TCEQ on June 5, 2019 for approval of a proposed engineering project and the issuance of \$5,000,000 in bonds and the use of \$35,459.
2. The Executive Director of the TCEQ has investigated the District.
3. The application and accompanying documents have been examined. The project site was visited by a member of the TCEQ's Districts Section on July 23, 2019. A written memorandum was prepared on the project dated September 24, 2019, a copy of which is attached and made a part hereof.
4. The District's project and the issuance of \$5,000,000 in bonds at a maximum net effective interest rate of 4.93% to finance the project should be approved. Further, the District should be directed that the bonds are to be sold only upon the District obtaining an acceptable credit rating on the bonds as defined in 30 TEX. ADMIN. CODE § 293.47(b).
5. The request for a waiver of the 30% developer contribution requirement associated with this bond issue should be granted pursuant to 30 TEX. ADMIN. CODE § 293.47(a)(2), if the District obtains an acceptable credit rating on the bonds as defined in 30 TEX. ADMIN. CODE § 293.47(b).
6. The District's request to use \$35,459 in available surplus funds to be applied toward projects in this bond issue in order to reduce the bond issue requirement should be approved.
7. The District's request to fund more than two years of developer interest should be approved in accordance with 30 TEX. ADMIN. CODE § 293.50(b).

8. The District should be directed not to purchase facilities or assume facility contracts from the developer until either (a) the TCEQ's region office staff has inspected the project, and the District has received a region office report with no deficiencies noted, for which approval is valid for 120 days from the date of this Order; or, if a region office report indicates deficiencies, (b) the TCEQ's Districts Section has received a request from the District and a region office report, reviewed the contract administration, and given written authorization to finalize the purchase or assumption, either in accordance with 30 TEX. ADMIN. CODE § 293.69.

9. The District's Board of Directors should be directed to review to its satisfaction the detailed calculations of the developer's interest to ensure that the costs are authorized District expenditures and in accordance with 30 TEX. ADMIN. CODE § 293.50 before reimbursement to the developer is made.

10. The District should be advised that the legal, fiscal agent, and engineering fees have not been evaluated to determine whether these fees are reasonable or competitive. These fees are included as presented in the engineering report.

11. The District should be directed that any surplus bond proceeds resulting from the sale of bonds at a lower interest rate than that proposed shall be shown as a contingency line item in the Official Statement and the use of such funds shall be subject to approval pursuant to TCEQ rules on surplus funds.

CONCLUSIONS OF LAW

1. The TCEQ has jurisdiction to consider the engineering report and bond application pursuant to TEX. WATER CODE § 49.181.

2. The Executive Director of the TCEQ has investigated the District, and the TCEQ has found it legally organized and feasible.

3. The TCEQ's memorandum dated September 24, 2019, on this engineering project and bond issue should be adopted as the written TCEQ project report in compliance with TEX. WATER CODE § 49.181(d).

NOW, THEREFORE, BE IT ORDERED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY that the memorandum dated September 24, 2019 on this engineering project and bond issue are adopted as the written TCEQ project report. Pursuant to TEX. WATER CODE § 49.181, the engineering project for Reunion Ranch Water Control and Improvement District of Hays County is hereby approved together with the issuance of \$5,000,000 in bonds at a maximum net effective interest rate of 4.93%. Further, the District is directed that the bonds are to be sold only upon the district obtaining an acceptable credit rating on the bonds as defined in 30 TEX. ADMIN. CODE § 293.47(b). A waiver of the 30% developer contribution requirement associated with this bond issue is granted pursuant to 30 TEX. ADMIN. CODE § 293.47(a)(2), if the District obtains an acceptable credit rating on the bonds as defined in 30 TEX. ADMIN. CODE § 293.47(b). The District's request to use \$35,459 in available surplus funds to be applied toward projects in this bond issue in order to reduce the bond issue requirement is approved. The District's request to fund more than two years of developer interest is approved in accordance with 30 TEX. ADMIN. CODE § 293.50(b). The District is directed not to purchase facilities or assume facility contracts from the developer until either (a) the TCEQ's region office staff has inspected the project, and the District has received a region office report with no deficiencies noted, for which approval is valid for 120 days from the date of this Order; or, if a region office report indicates deficiencies, (b) the TCEQ's Districts Section has received a request from the District and a region office report,

reviewed the contract administration, and given written authorization to finalize the purchase or assumption, either in accordance with 30 TEX. ADMIN. CODE § 293.69. The District's Board of Directors is directed to review to its satisfaction the detailed calculations of the developer's interest to ensure that the costs are authorized District expenditures and in accordance with 30 TEX. ADMIN. CODE § 293.50 before reimbursement to the developer is made. The District is advised that the legal, fiscal agent, and engineering fees have not been evaluated to determine whether these fees are reasonable or competitive. These fees are included as presented in the engineering report. The District is directed that any surplus bond proceeds resulting from the sale of bonds at a lower interest rate than that proposed shall be shown as a contingency line item in the Official Statement and the use of such funds shall be subject to approval pursuant to TCEQ rules on surplus funds. The approval of the sale of these bonds herein shall be valid for one year from the date of this Order unless extended by written authorization of the TCEQ.

BE IT FURTHER ORDERED that pursuant to TEX. WATER CODE § 5.701, the District shall pay to the TCEQ 0.25% of the principal amount of bonds actually issued not later than the seventh (7th) business day after receipt of the bond proceeds. The fees shall be paid by check payable to the Texas Commission on Environmental Quality.

BE IT FURTHER that to enable the TCEQ to carry out the responsibilities imposed by TEX. WATER CODE §§ 49.181-182, the District shall: (1) furnish the TCEQ copies of all bond issue project construction documentation outlined under 30 TEX. ADMIN. CODE § 293.62, including detailed progress reports and as-built plans required by TEX. WATER CODE § 49.277(b), which have not already been submitted; (2) notify the TCEQ and obtain approval of the TCEQ for any substantial alterations in the engineering project approved herein before making such alterations; and (3) ensure, as required by TEX. WATER CODE § 49.277(b), that all construction financed with the proceeds from the sale of bonds is completed by the construction contractor according to the plans and specifications contracted.

BE IT FURTHER ORDERED that failure of said District to comply with all applicable laws and with provisions of this Order shall subject the District and its directors to all penalties that are provided by law and shall further be considered by the TCEQ as grounds for refusal to approve other bonds of the District.

The Chief Clerk of the TCEQ is directed to forward the District a copy of this Order.

If any provision, sentence, clause, or phrase of this Order is for any reason held to be invalid, the invalidity of any portion shall not affect the validity of the remaining portions of the Order.


Issue Date: **October 8, 2019**



For the Commission


Texas Commission on Environmental Quality

TECHNICAL MEMORANDUM

 9/25/19

To: Chris S. Ulmann, P.E., Manager
Districts Section

Date: September 24, 2019

From:  Pirainder Lall
9/25/19 Districts Bond Team

Subject: Reunion Ranch Water Control and Improvement District of Hays County;
Application for Approval of \$5,000,000 Unlimited Tax Bonds, Fifth Issue; 4.93%
Net Effective Interest Rate, Series 2019; Pursuant to Texas Water Code Section
49.181; and the use of \$35,459 in Surplus Funds.
TCEQ Internal Control No. D-06052019-007 (TC)
CN: 603086588 RN: 104557327

A. GENERAL INFORMATION

The Texas Commission on Environmental Quality (TCEQ) received an application from Reunion Ranch Water Control and Improvement District of Hays County (District) requesting TCEQ approval of the issuance of \$5,000,000 in unlimited tax bonds and the use of \$35,459 in surplus funds to finance the following:

1. Impact Fees for 2017, 2018, and 2019;
2. Water, wastewater and drainage (W, WW & D) facilities serving the following development within the District:

<u>Development</u>	<u>Type of Development</u>	<u>Acreage</u>	<u>Existing ESFCs ⁽¹⁾</u>	<u>Ultimate ESFCs</u>
Reunion Ranch Phase 2 - Section 5 (W & D only)	Single-Family	7.961	16	25
Reunion Ranch Phase 2 - Section 5 (W & D only)	Common Area/Streets	29.926	1	1
Reunion Ranch Phase 3 - Section 1	Single-Family	9.539	0	37
Reunion Ranch Phase 3 - Section 1	Common Area/Streets	<u>25.586</u>	<u>3</u>	<u>3</u>
Totals		73.012	20	66

Note:

- (1) Equivalent single family connections as of April 2019, as stated in the engineering report.

The District's previous bond issues and its use of surplus funds funded utilities to serve 314 equivalent single-family connections (ESFCs) on 318.83 acres. At ultimate development, the District is projected to serve 550 ESFCs on 517.284 developable (523.97 total) acres.

B. ECONOMIC ANALYSIS

Tax Rate Analysis

The economic feasibility of this bond issue is based on no-growth to an estimated taxable assessed valuation (AV) of \$169,422,000 as of January 1, 2019. A market study has not been provided, and is not required since the feasibility is based on no-growth.

According to a Hays Central Appraisal District Certificate, the District's January 1, 2019, estimated taxable assessed valuation is \$169,422,000. The annual debt service requirement for a proposed bond amount of \$5,000,000 and existing debt averages \$1,399,954 for the 25-year life of the District's bond debt. According to the engineering report, the District levied a maintenance tax of \$0.175 in 2018 and is projecting to levy maintenance tax of \$0.1288 in the future.

The District's financial advisor submitted a cash flow schedule considering the requested \$5,000,000 bond issue, no-growth to a January 1, 2019, estimated taxable assessed valuation of \$169,422,000, six months of capitalized interest, a bond interest rate of 4.75%, a 3% bond discount, a 98.5% collection rate, and a projected tax rate of \$0.89 per \$100 assessed valuation.

A TCEQ Districts Section financial analyst has reviewed the financial information submitted and concluded that the following level debt service tax rate would be sufficient.

	<u>Projected Tax Rate</u>
District	
Debt Service	\$0.89 ^{(1) (2)}
Maintenance	<u>\$0.13</u>
Total District Taxes	<u>\$1.02⁽³⁾</u>

Notes:

- (1) Based on a bond issue of \$5,000,000, existing debt, a net effective interest rate of 4.93%, a 98.5% collection rate, no-growth to a January 1, 2019, estimated taxable assessed valuation of \$169,422,000, and at least a 25% ending debt service fund balance.
- (2) The term "Commission approved tax rate" in 30 Texas Administrative Code (TAC) Section 293.85 refers to an initial ad valorem debt service tax of at most \$0.89 per \$100 assessed valuation.
- (3) Represents the combined projected tax rate as defined by 30 TAC Section 293.59(f).

Additional Financial Comments

The District is exempt from the 75% and 25% build-out requirements of 30 TAC Sections 293.59(l)(4) and 293.59(k)(7), respectively, based on its combined no-growth tax rate of \$1.02 per \$100 assessed valuation being less than \$1.20, pursuant to 30 TAC Sections 293.59(l) and 293.59(k)(11)(C).

A recorded copy of the exemption agreement required by 30 TAC Section 293.59(k)(8) has been provided for 152.739 acres.

C. ENGINEERING ANALYSIS

Water Supply

The District's source of water is provided by the West Travis County Public Utility Agency (WTCPUA). The WTCPUA obtains its water sources from the Colorado River.

Pursuant to the "Water Services Agreement," dated March 31, 2003, the Lower Colorado River Authority (LCRA) has agreed to provide up to 553,000 gpd (480 ESFCs) of water to the District. LCRA, pursuant to "Assignment by Lower Colorado River Authority to West Travis County Public Utility Agency of Certain Agreements Related to Provision of Water Service to Reunion Ranch Water Control and Improvement District and Taylor Morrison, Inc.," dated March 19, 2012, transferred ownership and operation in the System to WTCPUA.

The existing water supply facilities appear adequate to serve the 282 ESFCs upon which the feasibility of this bond issue is based.

Wastewater Treatment

Wastewater treatment for the District is provided by a wastewater treatment plant (WWTP), owned by the District, with a maximum authorized disposal flow of 0.050 million gallons per day (MGD). Pursuant to the Texas Land Application Permit No. WQ0014480-001, the District is authorized for an interim discharge of 0.050 MGD and a final discharge of 0.080 MGD from first plant, with disposal via drip irrigation. The plant has a capacity to serve 167 ESFCs based on 300 gpd/ESFC. Anticipating build-out during Phase 3, the wastewater treatment plant facilities will be expanded and pursuant to the Texas Land Application Permit No. WQ0014480-002, the District is authorized for an interim discharge of 0.058 MGD and a final discharge of 0.0962 MGD from the second plant, with disposal via drip irrigation. The second plant will have a capacity to serve 193 ESFCs based on 300 gpd/ESFC. Therefore, based on a design factor of 300 gpd/ESFC, the total capacity of the first and second plant will be 360 ESFCs.

Based on the current discharge flow of 0.050 MGD (which includes only the first plant) and the flow data submitted with the engineering report to support use of a reduced flow factor for the current bond issue, a flow factor of 177 gpd/ESFC is adequate to serve the existing 282 ESFCs upon which the feasibility of this bond issue is based.

Storm Water Drainage

Storm water within the District generally drains via natural drainage channels, curb inlet to storm drain and roadside swale with street and driveway culverts and ribbon curb which outfall into unnamed tributaries and to Bear Creek which flow toward the Colorado River.

This bond issue will fund curb inlets, grass-lined drainage swales, storm drains and manholes, flow spreaders, diversion dike, and sloped concrete rip-rap.

Purchase of Existing Facilities / Assumption of Contracts

<u>Project</u>	<u>Contractor</u>	<u>% Completion (Date)</u>	<u>Contract Amount ⁽¹⁾</u>	<u>Amt. Subj. to Distr. Contrib.</u>
Reunion Ranch Phase 2, Section 5 - W, WW & D, Erosion Control, Pond Items, Street	Cornerstone Site Services	100% (08/15/2017)	\$579,798	\$548,016 ⁽²⁾ \$284,525 ⁽³⁾
Reunion Ranch Phase 3, Section 1 - W, WW & D, Erosion Control, Quality Pond, Clearing & Street Excavation	Austin Engineering, Co., Inc.	100% (08/15/2017)	\$1,990,749	\$1,860,528 ⁽⁴⁾

Notes:

- (1) Based on original contract amount plus or minus any change orders and final quantity adjustments.
- (2) Represents final contract amount \$579,798; less \$31,782 for portion of street excavation that is not the District's share.
- (3) Less \$263,491 (includes \$57,105 for wastewater items, \$31,835 for erosion control, and \$174,551 for pond items) for items already included for reimbursement in the fourth bond issue.
- (4) Represents final contract amount \$1,990,749; less \$49,221 for portion of street excavation and \$81,000 for ineligible culvert crossing that is not District's share.

Approved plans and specifications, preconstruction agreements, and various construction contract documents have been provided.

Facilities to be Constructed

None

Inspection

The District was inspected by a member of the TCEQ's Districts Section on July 23, 2019. The District appeared as represented in the engineering report. District name signs were properly posted.

D. SUMMARY OF COSTS

<u>Construction Costs</u>	<u>Amount</u> ⁽¹⁾
A. Developer Contribution Items	
1. Reunion Ranch Phase 2, Section 5 – W, WW & D, Erosion Control, Pond Items, Street	\$ 284,525
2. Reunion Ranch Phase 3, Section 1 – W, WW & D, Erosion Control, Quality Pond, Clearing and Street Excavation	1,860,528
3. Impact Fees for 2017, 2018, 2019	1,604,312 ⁽²⁾
4. Engineering (4.49% of Items 1 - 2)	<u>373,552</u>
Total Developer Contribution Items	\$ 4,122,917
B. District Items	
1. None	\$ <u>- 0 -</u>
Total District Items	- 0 -
TOTAL CONSTRUCTION COSTS	\$ <u>4,122,917</u>
Surplus Funds Applied	<u>(35,459) ⁽³⁾</u>
Net Construction Cost (81.82% of Bond Issue Requirement)	\$ 4,087,458
 <u>Nonconstruction Costs</u>	
A. Legal Fees	\$ 62,500 ⁽⁴⁾
B. Fiscal Agent Fees	93,750 ⁽⁵⁾
C. Interest	
1. Developer Interest	399,393 ⁽⁶⁾
2. Capitalized Interest (6 months at 4.75%)	118,750
D. Bond Discount (3%)	150,000
E. Bond Issuance Expenses	20,649
F. Bond Application Report Costs	50,000
G. Attorney General Fee (0.10% or \$9,500 max.)	5,000
H. TCEQ Bond Issuance Fee (0.25%)	<u>12,500</u>
TOTAL NONCONSTRUCTION COSTS (15.86% of BIR)	\$ <u>912,542</u>
 TOTAL BOND ISSUE REQUIREMENT	 \$ 5,000,000

Notes:

- (1) The District has requested a waiver of the 30% developer contribution requirement of 30 TAC Section 293.47. See Special Consideration No. 1.
- (2) Impact fees include \$595,148 for 2017, \$853,908 for 2018, and \$155,256 for 2019 (which is a portion of the total \$257,510 of impact fees for 2019). The remaining \$102,254 of impact fees for 2019 may be requested for reimbursement in a future application. See Special Consideration No. 2.
- (3) See Special Consideration No. 3.

- (4) According to contract provided, legal fees are based on 1.25% of the amount of bonds issued.
- (5) According to contract provided, fiscal agent fees are based on 1.50% of the amount of bonds issued, multiplied by 1.25 times for the completion of an application to a state government agency.
- (6) Estimated at 4.75% with a proposed funding date of December 15, 2019 or a maximum of five years. The District has requested to reimburse more than two years interest in accordance with 30 TAC Section 293.50(b). See Special Consideration No. 4.

E. SPECIAL CONSIDERATION

1. 30% Developer Contribution Requirement

By board resolution, the District has requested a waiver of the 30% developer contribution requirement pursuant to 30 TAC Section 293.47(a)(2), based on obtaining an acceptable credit rating on the bonds. By letter dated May 1, 2019, the District's financial advisor has indicated that the District anticipates that the proposed bonds should receive an acceptable credit rating. Accordingly, staff recommends a waiver of the 30% developer contribution requirement pursuant to 30 TAC Section 293.47(a)(2).

2. Impact Fees

The bond issue includes \$1,604,312 for water impact fees paid to the West Travis County Public Utility Agency (WTCPUA) pursuant to the "Wholesale Water Services Agreement" dated March 31, 2003. The effective water impact fee at the time of assessment (recordation of final plats) for all the impact fees proposed to be reimbursed in this bond issue is \$12,938 per ESFC. The order adopting the effective impact fee was approved on December 18th, 2014. The proposed issue includes reimbursement of fees paid in 2017, 2018, and 2019 and developer interest accrued on those fees. In 2017, a total of 46 impact fees were paid for a total of \$595,148. In 2018, a total of 66 water impact fees were paid for a total of \$853,908. Twelve of the impact fees paid in 2019 (a total of \$155,256) are proposed for reimbursement; and the remaining impact fees may be requested for reimbursement in a future bond issue. The District previously funded water impact fees (\$1,731,894).

3. Surplus Funds

By board resolution, the District requested approval to use \$35,459 in surplus funds to be applied towards projects in this bond issue in order to reduce the bond issue requirement. Considering that by letter dated April 11, 2019, the District's bookkeeper has acknowledged that the District has \$35,459 in available and unencumbered surplus funds remaining in its construction fund account from a prior bond issue, authorization to use \$35,459 in surplus funds should be approved.

4. Developer Interest in Excess of Two Years

The accordance with 30 TAC Section 293.50(b), the District has requested that developer interest be accrued for a period in excess of two years for construction costs associated with projects contained in this bond issue.

For the bond amount of \$5,000,000, the requested interest of \$518,143 (\$399,393 developer interest plus \$118,750 capitalized interest) is less than \$950,000 (\$5,000,000 x 4.75%/year x 4 years), the estimated four year interest on the utility bond amount. Therefore, the District's request should be approved pursuant to 30 TAC Section 293.50(b).

5. Less Than One Year Capitalized Interest

In compliance with 30 TAC Section 293.50(b)(2), the District has requested authorization to sell the bonds with less than one year of capitalized interest. TCEQ staff is in receipt of the District's letter dated May 1, 2019, stating concurrence with the District's request.

F. CONCLUSIONS

1. Based on \$30,000,000 in unlimited tax bonds authorized by voters on November 6, 2012 for water, wastewater, and drainage facilities, and \$17,950,000 previously approved by the TCEQ and issued by the District for water, wastewater, and drainage facilities, the District has sufficient voter-authorized bonds (\$12,050,000) for the proposed utility bond issue.
2. Based on the review of the engineering report, plans, specifications and supporting documents, the bond issue is considered feasible and meets the criteria established by the TCEQ's economic feasibility rules, 30 TAC Section 293.59.
3. The recommendations are made under authority delegated by the Executive Director of the TCEQ.

G. RECOMMENDATIONS

1. Approve the bond issue in the amount of \$5,000,000, in accordance with the recommended summary of costs, at a maximum net effective interest rate of 4.93%. Further, direct that the bonds are to be sold only upon the District receiving an acceptable credit rating on the bonds as defined in 30 TAC Section 293.47(b).
2. Grant a waiver of the 30% developer contribution requirements pursuant to 30 TAC Section 293.47(a)(2) if the District obtains an acceptable credit rating on the bonds as defined in 30 TAC Section 293.47(b).
3. Approve the use of \$35,459 in available surplus funds to be applied toward projects in this bond issue to reduce the bond issue requirement.
4. The District's request to fund more than two years of developer interest should be approved in accordance with 30 TAC Section 293.50(b).
5. Standard recommendations regarding purchase of facilities, developer interest, consultant fees, surplus proceeds, time of approval, and bond proceeds fee apply.



Murfee Engineering Company

November 7, 2019

Mr. David Van Soest, Regional Director
TCEQ - Region 11 (MC R11)
12100 Park 35 Circle, Bldg. A, Room 179
Austin, TX 78753

Re: Reunion Ranch WCID (CN603086588, RN106736218)
\$5,000,000.00 Bond Application No. 5, Approved – Request for the Pre-Purchase Inspection and
Authorization to Purchase Facilities

Mr. Van Soest:

In accordance with 30 TAC §293.69, Reunion Ranch WCID is hereby requesting a pre-purchase
inspection and authorization to purchase facilities included in the above-referenced bond application.
The District intends to purchase the facilities listed in Table 1 below. If you need additional information
to facilitate your inspection, please call.

Table 1: Projects Summary

Table with 5 columns: Project, Contractor, % Complete (Date), Contract Amount, Amt. Subject to District Contribution. It lists two projects: Reunion Ranch Phase 2-5 and Reunion Ranch Phase 3-1.

We are available to assist your staff with the purchase of facilities inspection at your convenience.
Please call and let us know what date and time will work for you. You may reach me at 512-327-9204 or
via e-mail at dlozano@murfee.com.

Sincerely,

Handwritten signature of Dennis Lozano, P.E.

Dennis Lozano, P.E.
Reunion Ranch WCID District Engineer

cc: Chris Bost – TCEQ Region 11
Bill Flickinger – Willatt & Flickinger, PLLC
Garry Kimball – Specialized Public Finance, Inc.
Carol Polumbo – McCall, Parkhurst & Horton, LLP
MEC File No. 12002.107

Attachments:

Final Pay Estimates – Reunion Ranch Phase 2-5, 3-1
Final Plats – Reunion Ranch Phase 2-5, 3-1

Reunion Ranch Phase 2-5
Pay Estimate

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO: Taylor Morrison of Texas
11200 Lakeline Boulevard, Ste. 150A
Austin TX 78717

PROJECT: Reunion Ranch 2-5
Katie Drive, Reunion Ranch
Austin TX 78737

APPLICATION NO: 8

Distribution to:
 OWNER
 ARCHITECT
 CONSTRUCTION MANAGER
 JOB FILE

FROM: Cornerstone Site Services
1930 Rawhide Drive, Ste 302
Round Rock TX 78681

ENGINEER: Carlson, Brigrance and Doering, Inc.
5501 W. William Cannon
Austin TX 78749

PERIOD TO: **RETAINAGE**

PROJECT NO.: 1614

CONTRACT FOR: Site Utilities Contract

CONTRACT DATE: 12/12/16



CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for payment has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

- 1. ORIGINAL CONTRACT SUM \$ 579,798.00
- 2. Net change by Change Orders \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 579,798.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 579,798.00
- 5. RETAINAGE:
 - a 0 % of Completed Work \$ 0.00
(Column D + E on G703)

CONTRACTOR: Cornerstone Site Services

By: *[Signature]* Date: 09/05/17
State of: TEXAS County of: WILLIAMSON
Subscribed and sworn to before me this 5 day of September 2017
Notary Public: *[Signature]*
My Commission expires: 9-26-2020

SANDRA ELLEN HAWKINS
Notary Public, State of Texas
Comm. Expires 09-26-2020
Notary ID 130837004

- Total in Column I of G703) \$ 0.00
- 5. TOTAL EARNED LESS RETAINAGE \$ 579,798.00
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 521,818.20
- 3. CURRENT PAYMENT DUE \$ 57,979.80
- 3. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
(Line 3 less Line 6)

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of their knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the contract documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

By: *[Signature]* (Engineer) Date: 9/8/17
By: *[Signature]* (Owner) Date: 9-29-17
By: *[Signature]* (WCID) Date: 11/14/17

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

[Signature]
Michael Slack
VP Land
9.27.17

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 8
 APPLICATION DATE: 09/05/17
 PERIOD TO: RETAINAGE
 PROJECT NO: 1614

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G - C)		
Clearing & Street Excavation									
1	Street Cuts/Fills ROW to ROW	\$60,354.00	\$60,354.00	\$0.00		\$60,354.00	100.0%		\$ -
2	Rough Cut Staking (CBD)	\$1,605.00	\$1,605.00	\$0.00		\$1,605.00	100.0%		\$ -
	Subtotal:	\$61,959.00	\$61,959.00	\$0.00	\$0.00	\$61,959.00	100.0%	\$0.00	\$ -
Drainage Items									
3	18" RCP	\$45,945.00	\$45,945.00	\$0.00		\$45,945.00	100.0%		\$ -
4	24" RCP	\$25,116.00	\$25,116.00	\$0.00		\$25,116.00	100.0%		\$ -
5	30" RCP	\$40,660.00	\$40,660.00	\$0.00		\$40,660.00	100.0%		\$ -
6	18" Headwall and Rip Rap	\$2,325.00	\$2,325.00	\$0.00		\$2,325.00	100.0%		\$ -
7	10' Inlets	\$12,750.00	\$12,750.00	\$0.00		\$12,750.00	100.0%		\$ -
8	4x4 Area Inlet	\$2,925.00	\$2,925.00	\$0.00		\$2,925.00	100.0%		\$ -
9	4' Storm Manhole	\$4,725.00	\$4,725.00	\$0.00		\$4,725.00	100.0%		\$ -
10	Raise Storm Manhole	\$400.00	\$400.00	\$0.00		\$400.00	100.0%		\$ -
11	Install Grassy Swale	\$13,200.55	\$13,200.55	\$0.00		\$13,200.55	100.0%		\$ -
12	Diversion Berms	\$2,713.75	\$2,713.75	\$0.00		\$2,713.75	100.0%		\$ -
13	Lot Line Drainage Swales	\$5,520.00	\$5,520.00	\$0.00		\$5,520.00	100.0%		\$ -
14	Trench Safety	\$2,206.25	\$2,206.25	\$0.00		\$2,206.25	100.0%		\$ -
15	Storm Sewer Staking (CBD)	\$2,885.00	\$2,885.00	\$0.00		\$2,885.00	100.0%		\$ -
16	Berms & Swale Staking (CBD)	\$1,250.00	\$1,250.00	\$0.00		\$1,250.00	100.0%		\$ -
	Subtotal:	\$162,621.55	\$162,621.55	\$0.00	\$0.00	\$162,621.55	100.0%	\$0.00	\$ -
Water Items									
17	8" Wet Connection	\$2,075.00	\$2,075.00	\$0.00		\$2,075.00	100.0%		\$ -
18	8" DR-14	\$43,494.00	\$43,494.00	\$0.00		\$43,494.00	100.0%		\$ -
19	Fire Hydrant Assembly	\$10,200.00	\$10,200.00	\$0.00		\$10,200.00	100.0%		\$ -
20	6" Gate Valve	\$3,075.00	\$3,075.00	\$0.00		\$3,075.00	100.0%		\$ -
21	Raise Gate Valve	\$1,905.00	\$1,905.00	\$0.00		\$1,905.00	100.0%		\$ -
22	Single Water Service	\$6,300.00	\$6,300.00	\$0.00		\$6,300.00	100.0%		\$ -
23	Double Water Service	\$20,900.00	\$20,900.00	\$0.00		\$20,900.00	100.0%		\$ -
24	Trench Safety	\$1,647.50	\$1,647.50	\$0.00		\$1,647.50	100.0%		\$ -
25	Water Staking (CBD)	\$2,130.00	\$2,130.00	\$0.00		\$2,130.00	100.0%		\$ -
	Subtotal:	\$91,726.50	\$91,726.50	\$0.00	\$0.00	\$91,726.50	100.0%	\$0.00	\$ -
Wastewater Items									
26	Single Wastewater Service - Cut-In	\$5,400.00	\$5,400.00	\$0.00		\$5,400.00	100.0%		\$ -
27	Single Wastewater Service - Ex. Wyc	\$8,155.00	\$8,155.00	\$0.00		\$8,155.00	100.0%		\$ -
28	Double Wastewater Service - Ex. Wyc	\$43,050.00	\$43,050.00	\$0.00		\$43,050.00	100.0%		\$ -

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 8
 APPLICATION DATE: 09/05/17
 PERIOD TO: RETAINAGE
 PROJECT NO: 1614

In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
29	Wastewater Staking (CBD)	\$500.00	\$500.00	\$0.00		\$500.00	100.0%		\$ -
	Subtotal:	\$57,105.00	\$57,105.00	\$0.00	\$0.00	\$57,105.00	100.0%	\$0.00	\$ -
	Erosion Controls								
30	Reveg of ROW	\$9,799.20	\$9,799.20	\$0.00		\$9,799.20	100.0%		\$ -
31	Reveg Swales, Berms, Easements	\$5,500.00	\$5,500.00	\$0.00		\$5,500.00	100.0%		\$ -
32	Silt Fence	\$10,485.75	\$10,485.75	\$0.00		\$10,485.75	100.0%		\$ -
33	Inlet Protection	\$365.00	\$365.00	\$0.00		\$365.00	100.0%		\$ -
34	Rock Berm	\$1,610.00	\$1,610.00	\$0.00		\$1,610.00	100.0%		\$ -
35	Orange Construction Fence	\$800.00	\$800.00	\$0.00		\$800.00	100.0%		\$ -
36	SCF	\$3,000.00	\$3,000.00	\$0.00		\$3,000.00	100.0%		\$ -
37	Orange Fence Staking (CBD)	\$275.00	\$275.00	\$0.00		\$275.00	100.0%		\$ -
	Subtotal:	\$31,834.95	\$31,834.95	\$0.00	\$0.00	\$31,834.95	100.0%	\$0.00	\$ -
	Quality Pond								
38	Excavate Pond	\$60,400.00	\$60,400.00	\$0.00		\$60,400.00	100.0%		\$ -
39	12' Wide, 3x5 Rock Access Road	\$13,920.00	\$13,920.00	\$0.00		\$13,920.00	100.0%		\$ -
40	Concrete Maintenance Pad	\$5,400.00	\$5,400.00	\$0.00		\$5,400.00	100.0%		\$ -
41	Clear 12' Road to Access Road	\$1,600.00	\$1,600.00	\$0.00		\$1,600.00	100.0%		\$ -
42	36" RCP	\$20,010.00	\$20,010.00	\$0.00		\$20,010.00	100.0%		\$ -
43	36" Rip Rap Headwall with Rock	\$2,150.00	\$2,150.00	\$0.00		\$2,150.00	100.0%		\$ -
44	Splitter Box, Wing Walls & Apron	\$24,000.00	\$24,000.00	\$0.00		\$24,000.00	100.0%		\$ -
45	7x8 Conc. Outfall with Rock	\$2,050.00	\$2,050.00	\$0.00		\$2,050.00	100.0%		\$ -
46	Chain Link Fence & Gate	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	100.0%		\$ -
47	Storm Water Signs	\$1,155.00	\$1,155.00	\$0.00		\$1,155.00	100.0%		\$ -
48	6" PVC	\$2,960.00	\$2,960.00	\$0.00		\$2,960.00	100.0%		\$ -
49	6" Perforated PVC	\$7,176.00	\$7,176.00	\$0.00		\$7,176.00	100.0%		\$ -
50	Cleanouts	\$2,100.00	\$2,100.00	\$0.00		\$2,100.00	100.0%		\$ -
51	Trash Rack Assy. & Outlet	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	100.0%		\$ -
52	6" SET & Rock	\$330.00	\$330.00	\$0.00		\$330.00	100.0%		\$ -
53	Filtration Sand Bed	\$13,300.00	\$13,300.00	\$0.00		\$13,300.00	100.0%		\$ -
54	Reveg Pond	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	100.0%		\$ -
55	Pond Staking (CBD)	\$3,000.00	\$3,000.00	\$0.00		\$3,000.00	100.0%		\$ -
	Subtotal:	\$174,551.00	\$174,551.00	\$0.00	\$0.00	\$174,551.00	100.0%	\$0.00	\$ -
BASE BID TOTALS		\$579,798.00	\$579,798.00	\$0.00	\$0.00	\$579,798.00	100.0%	\$0.00	\$0.00

CONDITIONAL PARTIAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Reunion Ranch 2-5
Job No. 1614

On receipt by the signer of this document of a check from Taylor Morrison of Texas (maker of check) in the sum of \$ 57,979.80 (Pay App #8 - RETAINAGE) payable to Cornerstone Site Services (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Taylor Morrison of Texas (owner) located at Reunion Ranch 2-5 (location) to the following extent: Site Utilities and Street Excavation (job description).

This release covers the final payment for all labor, services, equipment, or materials furnished to the property or to Taylor Morrison of Texas (person with whom signer contracted) as indicated in the attached statement(s).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s).

Date: September 5th 2017

Cornerstone Site Services (Company name)

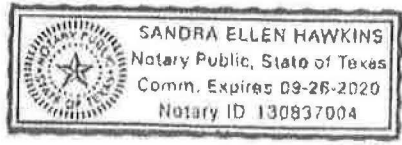
By: [Signature]
Name: Spencer Chaney
Title: Project Manager

STATE OF Texas :
COUNTY OF Williamson :

Before me, the undersigned authority, on this day personally appeared, Spencer Chaney, the Project Manager of Cornerstone Site Services, (Company Name) known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me the she executed it for the purposes therein expressed, and in the capacity therein stated as the act and deed of said LLC (corporation, limited partnership, etc.)

Sworn to and subscribed before me, under my official hand and seal of office on this the 5th day of September, 2017.

[Signature]
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS



Reunion Ranch Phase 3-1
Pay Estimate

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): Taylor Morrison of Texas, Inc.
11200 Lakeline Blvd, Ste.150A
Austin, TX 78717

PROJECT: Reunion Ranch Phase B Sec 1
Utilities

APPLICATION NO: 13 Final Retainage
PERIOD TO: 30-Nov-17
PROJECT NO:

DISTRIBUTION TO:

- OWNER
- ARCHITECT
- CONTRACTOR
- ENGINEER

RECEIVED
NOV 29 2017

BY: *pjk*

FROM (CONTRACTOR): Joe Bland Construction, LP
13111 Dessau Road
Austin, Texas 78754

VIA (ARCHITECT):

CONTRACT DATE

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	1,965,794.50
2. Net change by Change Orders	\$	24,954.35
3. CONTRACT SUM TO DATE (Line 1+/-2)	\$	1,990,748.85
4. TOTAL COMPLETED & STORED TO DATE	\$	1,950,748.85
5. RETAINAGE		
a. 0.00% of Completed Work	\$	0.00
b. of Stored Material	\$	N/A
Total Retainage	\$	-
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	1,950,748.85
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	1,791,673.97
8. CURRENT PAYMENT DUE	\$	199,074.89
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	-

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner	\$ 24,954.35	
Total approved this month		
TOTALS	\$ 24,954.35	\$ -
Net change by Change Orders	\$24,954.35	

Reunion Ranch - WCID
By: *Farhan Khan* Date: 12/19/17

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and that current payment shown herein is now due.

CONTRACTOR: JOE BLAND CONSTRUCTION, LP
Tyler Oradulich

By: *Tyler Oradulich*

Date: 15-Nov-17

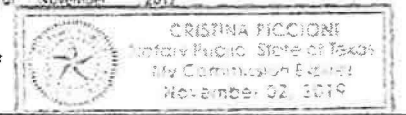
State of: Texas

County of: Travis

Subscribed and sworn to before me this 15th day of November 2017

Notary Public:

Cristina Piccioni



ENGINEER CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contracts Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNTED CERTIFIED \$

ENGINEER:

By: *Robert R. Parguevara*

Date: 11/28/17

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER:

By: _____ Date: _____

Robert Parguevara, P.E. 12-19-17
MEC

ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED				TOTAL COMPLETED AND STORED TO DATE		% COMPLETE
		U/M	QTY	PRICE	AMOUNT	FROM PREVIOUS APPLICATIONS		THIS PERIOD		QTY	AMOUNT	
						QTY	AMOUNT	QTY	AMOUNT			
CLEARING & STREET EXCAVATION												
1	Clear & Grub complete and in place per lump sum	LS	1	\$ 19,500.00	\$ 19,500.00	1.00	\$ 19,500.00	\$ -	\$ -	1	\$ 19,500.00	100%
2	Street Excavation/Embankment R.O.W. to R.O.W. complete and in place per square yard	SY	18068	\$ 4.00	\$ 72,272.00	18,068	\$ 72,272.00	\$ -	\$ -	18,068	\$ 72,272.00	100%
3	Rough Cut Staking performed by CBD, Inc., complete and in place per lump sum	LS	1	\$ 3,335.00	\$ 3,335.00	1.00	\$ 3,335.00	\$ -	\$ -	1	\$ 3,335.00	100%
	Subtotal CLEARING & STREET EXCAVATION				\$ 95,107.00		\$ 95,107.00	\$ -	\$ -		\$ 95,107.00	100%
DRAINAGE ITEMS												
1	18" R.C.P., complete and in place per linear foot	LF	1,887	\$ 58.00	\$ 109,446.00	1,887.0	\$ 109,446.00	\$ -	\$ -	1,887	\$ 109,446.00	100%
2	24" R.C.P., complete and in place per linear foot	LF	195	\$ 65.00	\$ 12,675.00	195	\$ 12,675.00	\$ -	\$ -	195	\$ 12,675.00	100%
3	30" R.C.P., complete and in place per linear foot	LF	586	\$ 75.00	\$ 43,950.00	586	\$ 43,950.00	\$ -	\$ -	586	\$ 43,950.00	100%
4	3x7' Box Culvert complete and in place per linear foot	LF	135	\$ 360.00	\$ 48,600.00	135	\$ 48,600.00	\$ -	\$ -	135	\$ 48,600.00	100%
5	15x20' Rock Rip Rap Pad @ 12" Deep complete and in place per each	EA	1	\$ 1,850.00	\$ 1,850.00	1.0	\$ 1,850.00	\$ -	\$ -	1	\$ 1,850.00	100%
6	30" Headwall w/dissipaters complete and in place per each	EA	1	\$ 3,800.00	\$ 3,800.00	1	\$ 3,800.00	\$ -	\$ -	1	\$ 3,800.00	100%
7	20x45' Rock Rip Rap Pad @ 12" Deep complete and in place per each	EA	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -	\$ -	1	\$ 5,000.00	100%
8	3x7' B.C Headwall w/dissipaters complete and in place per each	EA	1	\$ 12,500.00	\$ 12,500.00	1	\$ 12,500.00	\$ -	\$ -	1	\$ 12,500.00	100%
9	3x7' B.C Headwall complete and in place per each	EA	1	\$ 15,000.00	\$ 15,000.00	1.0	\$ 15,000.00	\$ -	\$ -	1	\$ 15,000.00	100%
10	10' inlets complete and in place per each	EA	9	\$ 3,200.00	\$ 28,800.00	9	\$ 28,800.00	\$ -	\$ -	9	\$ 28,800.00	100%
11	15' inlets complete and in place per each	EA	2	\$ 4,500.00	\$ 9,000.00	2	\$ 9,000.00	\$ -	\$ -	2	\$ 9,000.00	100%
12	4' Storm Sewer Manhole complete and in place per each	EA	8	\$ 5,750.00	\$ 46,000.00	8	\$ 46,000.00	\$ -	\$ -	8	\$ 46,000.00	100%
12A	Storm Sewer Manhole, A-1, A-2, B-1, B-2, C-1 complete and in place per each	EA	5	\$ 6,500.00	\$ 32,500.00	5.0	\$ 32,500.00	\$ -	\$ -	5	\$ 32,500.00	100%
13	Raise Storm Sewer Manhole complete and in place per each	EA	13	\$ 400.00	\$ 5,200.00	13	\$ 5,200.00	\$ -	\$ -	13	\$ 5,200.00	100%
14	Install Drainage Berm complete and in place per linear foot	LF	2,065	\$ 16.00	\$ 33,040.00	2,065	\$ 33,040.00	\$ -	\$ -	2,065	\$ 33,040.00	100%
15	Install Grassy Swale complete and in place per linear foot	LF	226	\$ 20.00	\$ 4,520.00	226	\$ 4,520.00	\$ -	\$ -	226	\$ 4,520.00	100%
16	Trench Safety complete and in place per linear foot	LF	2,697	\$ 2.00	\$ 5,394.00	2,697.0	\$ 5,394.00	\$ -	\$ -	2,697	\$ 5,394.00	100%
17	SS Main offset, Inlet, drainage berms and Grassy Swale Staking performed by CBD, Inc. complete and in place per lump sum	LS	1	\$ 5,705.00	\$ 5,705.00	1	\$ 5,705.00	\$ -	\$ -	1	\$ 5,705.00	100%
18	Drainage Berms and Grassy Swale Staking performed by CBD, Inc. complete and in place per lump sum	LS	1	\$ 3,095.00	\$ 3,095.00	1	\$ 3,095.00	\$ -	\$ -	1	\$ 3,095.00	100%
	Subtotal DRAINAGE ITEMS				\$ 426,075.00		\$ 426,075.00	\$ -	\$ -		\$ 426,075.00	100%
WATER ITEMS												
1	8" C900 DR-14 complete and in place per linear foot	LF	2620	\$ 48.00	\$ 125,760.00	2,620	\$ 125,760.00	\$ -	\$ -	2,620	\$ 125,760.00	100%
2	5 1/4" Fire Hydrants Assembly complete and in place per each	EA	5	\$ 4,500.00	\$ 22,500.00	5	\$ 22,500.00	\$ -	\$ -	5	\$ 22,500.00	100%
3	6" Gate Valve, complete and in place per each	EA	5	\$ 2,100.00	\$ 10,500.00	5	\$ 10,500.00	\$ -	\$ -	5	\$ 10,500.00	100%
4	8" Gate Valve, complete and in place per each	EA	3	\$ 2,500.00	\$ 7,500.00	3	\$ 7,500.00	\$ -	\$ -	3	\$ 7,500.00	100%
5	8" Wet Connect complete and in place per each	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ -	\$ -	1	\$ 1,500.00	100%
6	Raise Gate Valve, complete and in place per each	EA	8	\$ 400.00	\$ 3,200.00	8	\$ 3,200.00	\$ -	\$ -	8	\$ 3,200.00	100%
7	Single Water Service Assembly, complete and in place per each	EA	3	\$ 1,500.00	\$ 4,500.00	3	\$ 4,500.00	\$ -	\$ -	3	\$ 4,500.00	100%
8	Double Water Service Assembly, complete and in place per each	EA	17	\$ 1,750.00	\$ 29,750.00	17	\$ 29,750.00	\$ -	\$ -	17	\$ 29,750.00	100%
9	Utility Crossing 4" complete and in place per linear foot	LF	420	\$ 27.00	\$ 11,340.00	420	\$ 11,340.00	\$ -	\$ -	420	\$ 11,340.00	100%
10	Utility Crossing 6" complete and in place per linear foot	LF	300	\$ 29.00	\$ 8,700.00	300	\$ 8,700.00	\$ -	\$ -	300	\$ 8,700.00	100%
11	2" AARV complete and in place per each	EA	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ -	\$ -	1	\$ 2,500.00	100%
12	2" water service assembly complete and in place per each	EA	2	\$ 2,250.00	\$ 4,500.00	2	\$ 4,500.00	\$ -	\$ -	2	\$ 4,500.00	100%
13	Trench Safety complete and in place per linear foot	LF	2620	\$ 1.00	\$ 2,620.00	2,620	\$ 2,620.00	\$ -	\$ -	2,620	\$ 2,620.00	100%
14	Water Main offset & Services Staking Construction Staking performed by CBD, Inc. complete and in place per lump sum	LS	1	\$ 4,085.00	\$ 4,085.00	1	\$ 4,085.00	\$ -	\$ -	1	\$ 4,085.00	100%
15	Utility Crossing 8" complete and in place per linear foot	LF	120	\$ 32.00	\$ 3,840.00	120	\$ 3,840.00	\$ -	\$ -	120	\$ 3,840.00	100%
	Subtotal WATER ITEMS				\$ 242,795.00		\$ 242,795.00	\$ -	\$ -		\$ 242,795.00	100%
WASTEWATER ITEMS												
1	8" SDR-26 complete and in place per linear foot	LF	2127	\$ 52.00	\$ 110,604.00	2,127	\$ 110,604.00	\$ -	\$ -	2,127	\$ 110,604.00	100%
2	Single Wastewater Service complete and in place per each	EA	13	\$ 1,100.00	\$ 14,300.00	13	\$ 14,300.00	\$ -	\$ -	13	\$ 14,300.00	100%
3	Double Wastewater Service complete and in place per each	EA	12	\$ 1,250.00	\$ 15,000.00	12	\$ 15,000.00	\$ -	\$ -	12	\$ 15,000.00	100%
4	Wastewater Manhole complete and in place per each	EA	10	\$ 6,550.00	\$ 65,500.00	10	\$ 65,500.00	\$ -	\$ -	10	\$ 65,500.00	100%
5	Raise Wastewater Manhole complete and in place per each	EA	10	\$ 400.00	\$ 4,000.00	10	\$ 4,000.00	\$ -	\$ -	10	\$ 4,000.00	100%
6	Tie to existing Manhole complete and in place per each	EA	1	\$ 85,000.00	\$ 85,000.00	1.00	\$ 85,000.00	\$ -	\$ -	1	\$ 85,000.00	100%

7	Trench Safety complete and in place per linear foot	LF	2823	\$ 2.50	\$ 7,057.50	2,823	\$ 7,057.50	\$ -	2,823	\$ 7,057.50	100%
8	WW Main offset, & service Staking performed by CBD, Inc. complete and in place per lump sum	LS	1	\$ 3,372.00	\$ 3,372.00	1	\$ 3,372.00	\$ -	1	\$ 3,372.00	100%
	Subtotal WASTEWATER ITEMS			\$	304,833.50		\$ 304,833.50	\$ -		\$ 304,833.50	100%
EFFLUENT LINE											
1	3" Wet Connect complete and in place per each	EA	1	\$ 2,750.00	\$ 2,750.00	1	\$ 2,750.00	\$ -	1	\$ 2,750.00	100%
2	6" Sch 80 PVC complete and in place per linear foot	LF	2475	\$ 35.00	\$ 86,625.00	2,475	\$ 86,625.00	\$ -	2,475	\$ 86,625.00	100%
3	3" C900 D-14 complete and in place per linear foot	LF	77	\$ 80.00	\$ 6,160.00	77	\$ 6,160.00	\$ -	77	\$ 6,160.00	100%
4	6" Gate Valve complete and in place per each	EA	3	\$ 2,100.00	\$ 6,300.00	3	\$ 6,300.00	\$ -	3	\$ 6,300.00	100%
5	3" Gate Valve complete and in place per each	EA	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ -	1	\$ 2,000.00	100%
6	2" Water Service Assembly complete and in place per each	EA	1	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00	\$ -	1	\$ 4,500.00	100%
7	2" Above Ground RPZ Assembly w/Enclosure complete and in place per each	EA	1	\$ 2,600.00	\$ 2,600.00	1	\$ 2,600.00	\$ -	1	\$ 2,600.00	100%
8	6" Effluent wet connect complete and in place per each	EA	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ -	1	\$ 2,000.00	100%
9	Tap effluent line with 1.5" service assembly complete and in place per each	EA	4	\$ 2,100.00	\$ 8,400.00	4	\$ 8,400.00	\$ -	4	\$ 8,400.00	100%
10	Trench Safety complete and in place per linear foot	LF	2522	\$ 1.00	\$ 2,522.00	2,522	\$ 2,522.00	\$ -	2,522	\$ 2,522.00	100%
11	Effluent Main offset & Service Staking performed by CBD, Inc. complete and in place per lump sum	LS	1	\$ 3,445.00	\$ 3,445.00	1	\$ 3,445.00	\$ -	1	\$ 3,445.00	100%
	Subtotal EFFLUENT LINE			\$	127,302.00		\$ 127,302.00	\$ -		\$ 127,302.00	100%
EROSION CONTROL ITEMS											
1	Establish Revegetation of R.O.W. complete and in place per square yard	SY	8499	\$ 1.00	\$ 8,499.00	8,499	\$ 8,499.00	\$ -	8,499	\$ 8,499.00	100%
2	Establish Revegetation of Swale, Berms & Easements complete and in place per lump sum	LS	1	\$ 5,750.00	\$ 5,750.00	1	\$ 5,750.00	\$ -	1	\$ 5,750.00	100%
3	Tree Protection complete and in place per lump sum	LS	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	\$ -	1	\$ 6,000.00	100%
4	Install and Maintain Silt Fence complete and in place per linear foot	LF	8222	\$ 3.00	\$ 24,666.00	8,222	\$ 24,666.00	\$ -	8,222	\$ 24,666.00	100%
5	Install and Maintain Inlet Protection complete and in place per each	EA	11	\$ 100.00	\$ 1,100.00	11	\$ 1,100.00	\$ -	11	\$ 1,100.00	100%
6	Install Rock Berm complete and in place per each	EA	4	\$ 1,100.00	\$ 4,400.00	4	\$ 4,400.00	\$ -	4	\$ 4,400.00	100%
7	Install orange construction fence complete and in place per each	EA	2338	\$ 2.50	\$ 5,845.00	2,338	\$ 5,845.00	\$ -	2,338	\$ 5,845.00	100%
8	Stabilized Construction Entrance complete and in place per each	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ -	1	\$ 1,500.00	100%
9	Orange Construction Fence Staking performed by CBD, Inc. complete and in place per lump sum	LS	1	\$ 3,156.00	\$ 3,156.00	1	\$ 3,156.00	\$ -	1	\$ 3,156.00	100%
	Subtotal EROSION CONTROL ITEMS			\$	60,916.00		\$ 60,916.00	\$ -		\$ 60,916.00	100%
QUALITY POND											
1	Excavate Pond complete and in place per acre	AC	2	\$ 64,400.00	\$ 128,800.00	2.00	\$ 128,800.00	\$ -	2.00	\$ 128,800.00	100%
2	Install 8' ft Vegetative Bench complete and in place per square yard	SY	624	\$ 12.00	\$ 7,488.00	624	\$ 7,488.00	\$ -	624	\$ 7,488.00	100%
3	Install 12' Concrete Access Road complete and in place per linear foot	LF	114	\$ 175.00	\$ 19,950.00	114	\$ 19,950.00	\$ -	114	\$ 19,950.00	100%
4	Install 12' ft gravel drive complete and in place per square yard	SY	779	\$ 20.00	\$ 15,580.00	779	\$ 15,580.00	\$ -	779	\$ 15,580.00	100%
5	Install 12" S.E.T Headwall complete and in place per each	EA	2	\$ 8,500.00	\$ 17,000.00	2	\$ 17,000.00	\$ -	2	\$ 17,000.00	100%
6	Install 12" Sch 40 outfall with orifice complete and in place per linear foot	LF	63	\$ 48.00	\$ 3,024.00	63	\$ 3,024.00	\$ -	63	\$ 3,024.00	100%
7	Install 50' ft concrete weir w/ 4:1 end slopes complete and in place per lump sum	LS	1	\$ 50,000.00	\$ 50,000.00	1	\$ 50,000.00	\$ -	1	\$ 50,000.00	100%
8	Install Vegetative Filter Strip complete and in place per square yard	SY	1102	\$ 1.00	\$ 1,102.00	1,102	\$ 1,102.00	\$ -	1,102	\$ 1,102.00	100%
9	Install Storm Water Sign complete and in place per each	EA	1	\$ 750.00	\$ 750.00	1	\$ 750.00	\$ -	1	\$ 750.00	100%
10	Install Pond Gate complete and in place per each	EA	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ -	1	\$ 2,500.00	100%
11	Install Type II Driveway complete and in place per each	EA	1	\$ 4,800.00	\$ 4,800.00	1	\$ 4,800.00	\$ -	1	\$ 4,800.00	100%
12	Install 6" Gate Valve complete and in place per each	EA	1	\$ 2,100.00	\$ 2,100.00	1	\$ 2,100.00	\$ -	1	\$ 2,100.00	100%
13	Install 6" Sch 40 pipe complete and in place per linear foot	LF	18	\$ 29.00	\$ 522.00	18	\$ 522.00	\$ -	18	\$ 522.00	100%
14	Install 12x12' ft maintenance pad complete and in place per each	EA	2	\$ 1,500.00	\$ 3,000.00	2	\$ 3,000.00	\$ -	2	\$ 3,000.00	100%
15	Install 12" Minimum dump rock complete and in place per square yard	SY	536	\$ 75.00	\$ 40,200.00	536	\$ 40,200.00	\$ -	536	\$ 40,200.00	100%
16	Install Firestone 45 Mil EPDM complete and in place per lump sum	LS	1	\$ 95,000.00	\$ 95,000.00	1	\$ 95,000.00	\$ -	1	\$ 95,000.00	100%
17	Install 18" clay liner protective soil liner over membrane complete and in place per lump sum	LS	1	\$ 60,000.00	\$ 60,000.00	1.00	\$ 60,000.00	\$ -	1	\$ 60,000.00	100%
18	Install Forebay Sediment Depth Marker complete and in place per each	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ -	1	\$ 1,500.00	100%
19	Install curlex blanket on all pond slopes complete and in place per lump sum	LS	1	\$ 4,450.00	\$ 4,450.00	1	\$ 4,450.00	\$ -	1	\$ 4,450.00	100%
20	Install Wet Pond Planting complete and in place per lump sum	LS	1	\$ 7,000.00	\$ 7,000.00	1	\$ 7,000.00	\$ -	1	\$ 7,000.00	100%
21	Rough Cut, Fine Grading & Structure Staking performed by CBD, Inc. complete and in place per lump sum	LS	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	\$ -	1	\$ 3,000.00	100%

22	Pond Rehab per Exhibit B (Alternate Item 1) complete and in place per lump sum	LS	1	\$ 40,000.00	\$ 40,000.00	1.00	\$ 40,000.00	\$ -	1.00	\$ 40,000.00	100%
23	Lot Grading per Exhibit A, utilizing surplus utility spoils	LS	1	\$ 201,000.00	\$ 201,000.00	1.00	\$ 201,000.00	\$ -	1.00	\$ 201,000.00	100%
	Subtotal QUALITY POND			\$ 708,766.00	\$ 708,766.00		\$ 708,766.00	\$ -		\$ 708,766.00	100%
Base Contract Total				\$ 1,965,794.50	\$ 1,965,794.50		\$ -	\$ 1,965,794.50	100%		
Change Orders											
	CO# 1 Repair void in sewer line	LS	1	\$ 1,962.00	\$ 1,962.00	1	\$ 1,962.00	\$ -	1	\$ 1,962.00	100%
	CO# 2 6" French Drain in Pond	LS	1	\$ 19,967.35	\$ 19,967.35	1	\$ 19,967.35	\$ -	1	\$ 19,967.35	100%
	CO# 3 Raise Manholes in ROW	LS	1	\$ 3,025.00	\$ 3,025.00	1	\$ 3,025.00	\$ -	1	\$ 3,025.00	100%
Change Order Total				\$ 24,954.35	\$ 24,954.35		\$ -	\$ 24,954.35	100%		
TOTAL CONTRACT				\$ 1,990,748.85	\$ 1,990,748.85		\$ -	\$ 1,990,748.85	100%		

CONDITIONAL WAIVER AND RELEASE ON
PROGRESS PAYMENT

PROPERTY: Reunion Ranch Phase 3 Section 1 - Utilities

ADDRESS: SE of intersection of Mary Elise Way and Jacksaw Drive, Austin, Texas

JOB NO.: 756 Utilities PA# 13

On receipt by the signer of this document of a check from Taylor Morrison of Texas, Inc. (maker of check) in the sum of \$199,074.89 payable to JOE BLAND CONSTRUCTION, L.P. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Taylor Morrison of Texas, Inc. (owner) located at SE of intersection of Mary Elise Way and Jacksaw Drive, Austin, Texas (location) to the following extent: Paving, Gas and Electrical Improvements (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Taylor Morrison of Texas, Inc. (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

COMPANY NAME: JOE BLAND CONSTRUCTION, L.P.

NAME: Tyler Drakulich

TITLE: Project Manager

SIGNED: _____


DATE: 11/15/17

The person signing the above does certify that he or she is fully authorized and empowered to execute this instrument and bind the undersigned hereto and does in fact so execute this instrument.

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

Sworn and subscribed to me this 15th day of November, 2017.



Cristina Piccioni

NOTARY PUBLIC

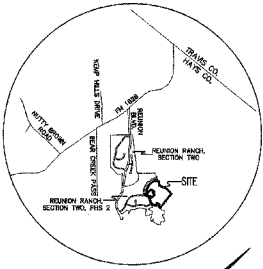
Cristina Piccioni

Typed or Printed Name of Notary

My Commission Expires: 11/02/19

Reunion Ranch Phase 2-5
Recorded Plat

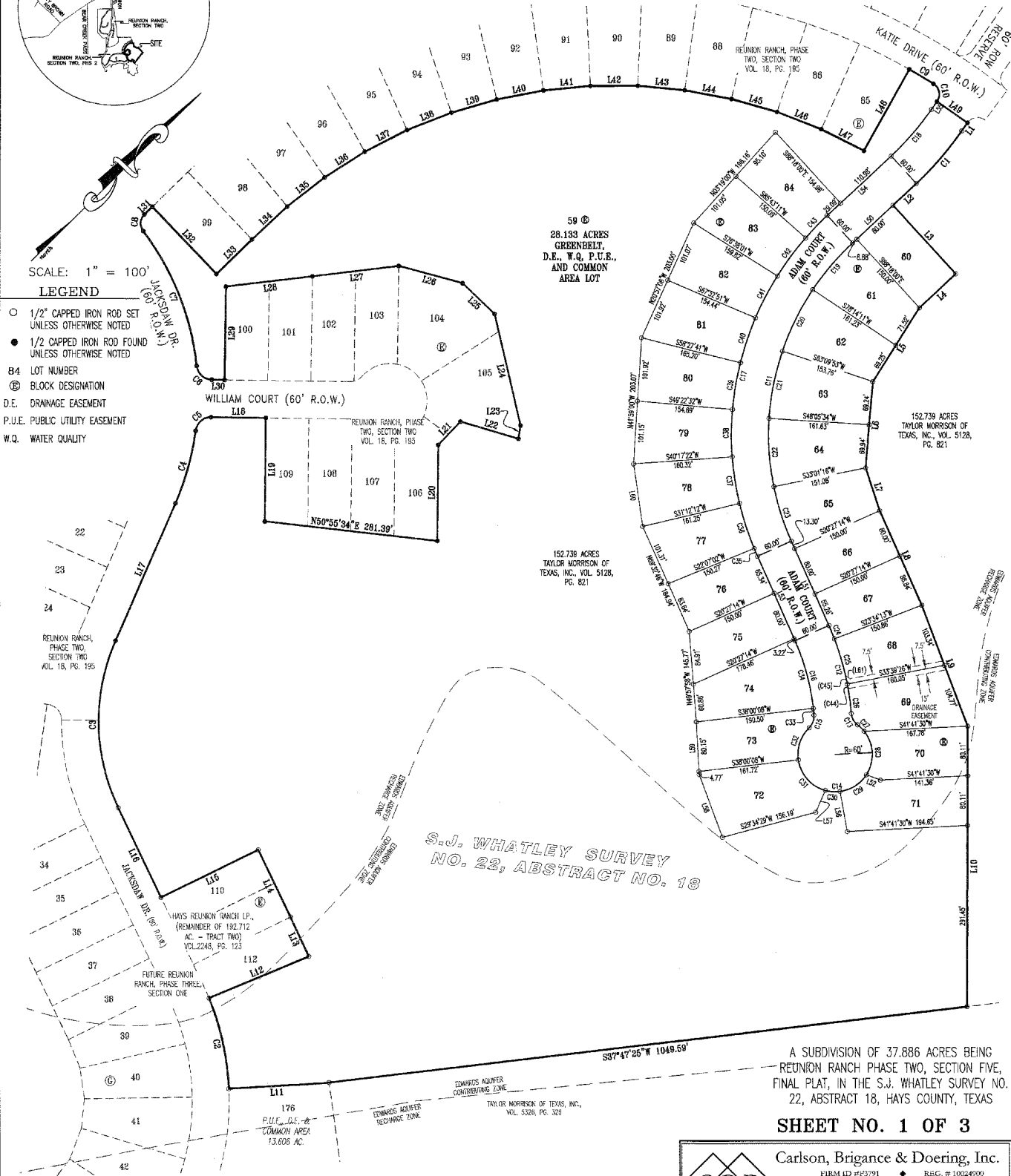
REUNION RANCH, PHASE TWO, SECTION FIVE, FINAL PLAT



SCALE: 1" = 100'

LEGEND

- 1/2" CAPPED IRON ROD SET UNLESS OTHERWISE NOTED
- 1/2" CAPPED IRON ROD FOUND UNLESS OTHERWISE NOTED
- B4 LOT NUMBER
- Ⓢ BLOCK DESIGNATION
- D.E. DRAINAGE EASEMENT
- P.U.I.E. PUBLIC UTILITY EASEMENT
- W.Q. WATER QUALITY



59 Ⓢ
 28.133 ACRES
 GREENBELT,
 D.E., W.Q. P.U.E.,
 AND COMMON
 AREA LOT

152.739 ACRES
 TAYLOR MORRISON OF
 TEXAS, INC., VOL. 5128,
 PG. 821

152.739 ACRES
 TAYLOR MORRISON OF
 TEXAS, INC., VOL. 5128,
 PG. 821

S.J. WHATLEY SURVEY
 NO. 22, ABSTRACT NO. 18

A SUBDIVISION OF 37.886 ACRES BEING
 REUNION RANCH PHASE TWO, SECTION FIVE,
 FINAL PLAT, IN THE S.J. WHATLEY SURVEY NO.
 22, ABSTRACT 18, HAYS COUNTY, TEXAS

SHEET NO. 1 OF 3

Carlson, Brigrance & Doering, Inc.
 FIRM ID #F3791 ♦ REG. # 10024900
 Civil Engineering ♦ Surveying
 5501 West William Cannon ♦ Austin, Texas 76749
 Phone No. (512) 280-5169 ♦ Fax No. (512) 280-5165

REUNION RANCH, PHASE TWO, SECTION FIVE, FINAL PLAT

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent DELTA	
C1	112.30	530.00	S04°22'13"E	112.09	66.36	17°08'25"
C2	149.82	430.00	N57°51'12"W	149.08	75.68	19°57'40"
C3	277.21	320.00	N46°27'19"W	268.83	147.89	49°38'05"
C4	121.57	430.00	N29°44'15"W	121.17	81.20	16°11'57"
C5	36.24	25.00	N03°41'29"E	33.15	22.14	8°02'28"
C6	36.24	25.00	S86°44'55"W	33.15	22.14	8°02'28"
C7	235.11	430.00	N67°21'12"W	233.15	121.11	31°27'39"
C8	29.19	20.00	N41°22'24"W	26.67	17.89	8°37'14"
C9	45.52	970.00	N75°11'54"E	45.52	22.77	2°11'20"
C10	32.47	20.00	S56°59'59"E	29.02	21.06	8°01'01"
C11	322.26	420.00	S33°55'23"E	499.28	300.95	71°14'46"
C12	146.84	430.00	N59°45'24"W	145.22	74.19	19°34'44"
C13	21.21	25.00	S74°16'19"E	20.58	11.29	48°36'34"
C14	282.02	80.00	N41°05'32"E	77.66	50.84	27°20'15"
C15	22.28	25.00	N24°46'20"W	21.55	11.84	5°10'38"
C16	124.25	370.00	N59°55'52"W	123.67	62.72	19°14'28"
C17	565.87	480.00	S33°55'23"E	509.15	343.94	71°14'46"
C18	96.59	470.00	N04°22'13"W	96.40	49.89	12°08'25"
C19	96.69	420.00	S05°01'54"E	96.47	49.57	13°27'49"
C20	110.48	420.00	S19°17'56"E	110.16	55.56	19°04'19"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent DELTA	
C21	110.48	420.00	S34°22'17"E	110.16	55.56	19°04'19"
C22	110.48	420.00	S49°26'35"E	110.16	55.56	19°04'19"
C23	92.12	420.00	S63°19'48"E	91.84	46.25	12°34'02"
C24	23.39	430.00	N67°58'17"W	23.39	11.70	7°06'59"
C25	75.70	430.00	N81°23'11"W	75.60	37.95	10°05'13"
C26	47.85	430.00	N63°09'18"W	47.82	23.95	8°22'32"
C27	15.13	60.00	S88°38'45"W	15.09	7.60	14°28'43"
C28	75.16	60.00	N45°14'37"W	70.34	43.41	21°46'33"
C29	51.74	60.00	N12°20'54"E	50.15	27.60	4°24'30"
C30	23.66	60.00	N48°20'51"E	23.50	11.98	22°35'24"
C31	96.44	60.00	S87°12'01"E	65.63	39.29	66°16'53"
C32	57.39	60.00	S26°38'28"E	55.23	31.10	54°48'14"
C33	10.93	370.00	N61°08'05"W	10.93	5.47	5°14'34"
C34	113.32	370.00	N60°46'19"W	112.89	57.11	17°32'54"
C35	13.93	480.00	S68°42'52"E	13.93	6.97	1°39'48"
C36	76.12	480.00	S63°20'23"E	76.04	38.14	9°05'10"
C37	76.12	480.00	S84°15'13"E	76.04	38.14	9°05'10"
C38	76.12	480.00	S49°10'03"E	76.04	38.14	9°05'10"
C39	76.12	480.00	S26°04'54"E	76.04	38.14	9°05'10"
C40	76.12	480.00	S26°59'44"E	76.04	38.14	9°05'10"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent DELTA	
C41	76.12	480.00	S17°54'34"E	76.04	38.14	9°05'10"
C42	76.12	480.00	S08°49'24"E	76.04	38.14	9°05'10"
C43	50.10	480.00	S01°17'25"E	50.08	25.07	5°38'48"

Line Table		
Line #	Length	Direction
L1	15.71	S10°26'22"E
L2	51.19	S01°42'00"W
L3	150.00	S88°18'00"E
L4	60.00	S01°42'00"W
L5	140.77	S13°09'36"E
L6	139.18	S49°59'30"E
L7	72.21	S63°33'53"E
L8	168.84	S67°32'48"E
L9	208.11	S86°28'07"E
L10	461.67	S45°16'31"E
L11	152.81	S41°14'28"W
L12	175.00	N22°00'26"E
L13	70.00	N10°24'16"W
L14	120.00	N71°16'21"W
L15	175.00	S18°43'36"W
L16	159.83	N71°16'21"W
L17	241.34	N21°38'17"W
L18	88.78	N45°15'12"E
L19	186.13	S44°46'48"E
L20	154.56	N44°45'48"W

Line Table		
Line #	Length	Direction
L21	51.84	N01°33'16"W
L22	97.98	N80°43'02"E
L23	21.29	N36°30'56"W
L24	184.15	N58°51'56"W
L25	72.10	S88°02'56"W
L26	106.35	S59°34'00"W
L27	141.25	S37°36'10"W
L28	141.20	S37°45'11"W
L29	150.00	S44°45'48"E
L30	21.61	S45°15'12"W
L31	17.90	N02°26'13"E
L32	150.00	S89°33'47"E
L33	80.00	N02°26'13"E
L34	77.74	N01°41'44"E
L35	78.73	N06°49'00"E
L36	76.73	N12°19'47"E
L37	78.73	N17°32'33"E
L38	76.73	N22°54'20"E
L39	76.73	N28°16'07"E
L40	76.73	N33°37'53"E

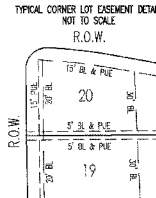
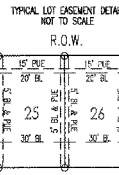
Line Table		
Line #	Length	Direction
L41	76.73	N38°55'40"E
L42	76.73	N44°21'27"E
L43	76.73	N49°43'15"E
L44	76.73	N55°02'00"E
L45	76.73	N60°26'47"E
L46	76.73	N65°48'34"E
L47	76.73	N71°10'20"E
L48	150.00	N18°08'46"W
L49	60.00	N19°22'24"E
L50	88.88	N01°42'00"E
L51	148.56	N69°32'46"W
L52	24.27	S85°08'27"W
L53	148.56	N69°32'46"W
L54	140.07	N01°42'00"E
L55	15.51	N17°26'25"W
L56	65.63	N53°42'27"W
L57	38.43	S21°26'56"E
L58	107.88	N65°49'50"W
L59	84.92	N48°29'47"W
L60	101.52	N53°43'54"W

GENERAL NOTES:

- THIS SUBDIVISION IS WITHIN THE E.T.J. OF DRIPPING SPRINGS.
- PORTIONS OF THIS TRACT LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE BARTON SPRINGS SEGMENT OF THE EDWARDS AQUIFER.
- THIS SUBDIVISION IS SUBJECT TO ALL EXISTING EASEMENTS AND MATTERS OF RECORD AFFECTING THESE LOTS THAT ARE NOT REFLECTED ON THIS PLAT.
- THIS SUBDIVISION IS WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT BOUNDARIES.
- RESIDENTIAL LOTS ARE LIMITED TO ONE SINGLE FAMILY RESIDENCE PER LOT.
- PROPOSED STREETS SHALL BE PUBLIC AND MAINTAINED BY HAYS COUNTY.
- IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS UNTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751 AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING DISTANCE REQUIREMENTS FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
- COMMON AREA LOTS ARE INTENDED FOR USES INCLUDING DRAINAGE, WATER QUALITY PONDS, COMMUNITY AMENITIES, WASTEWATER DISCHARGE FIELDS, UTILITIES, AND OTHER COMMON USES. RESIDENTIAL USES ARE NOT PERMITTED ON COMMON AREA LOTS.
- ALL COMMON AREAS WILL BE MAINTAINED BY REUNION RANCH HOMEOWNERS ASSOCIATION.
- ALL ROADS IN THIS SUBDIVISION ARE CLASSIFIED LOCAL STREETS.
- LOCATIONS AND DIMENSIONS OF PROPOSED STREETS ARE IN ACCORDANCE WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
- PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED AS FOLLOWS:
PARALLEL TO ALL STREET R.O.W. - 15' P.U.E.
ALONG EACH SIDE OF ALL SIDE LOT LINES - 5' P.U.E.
- BUILDING SETBACKS SHALL BE AS FOLLOWS:
FRONT - 20 FOOT SETBACK
SIDE - 5 FOOT SETBACK
REAR - 30 FOOT SETBACK
STREET SIDE YARD - 15 FOOT SETBACK
- BEARING BASIS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DETERMINED BY G.P.S. OBSERVATIONS RELATIVE TO LCRA G.P.S. CONTROL MONUMENTS.
- THIS SUBDIVISION WILL BE DEVELOPED IN ACCORDANCE WITH THE HAYS COUNTY DEVELOPMENT REGULATIONS.
- UTILITIES WILL BE PROVIDED BY THE FOLLOWING ENTITIES:
ELECTRIC -- PEDERNALES ELECTRIC COOPERATIVE, INC.
TELEPHONE -- AT&T
WATER -- REUNION RANCH WCD
WASTEWATER -- ON-SITE COLLECTION AND TREATMENT (REUNION RANCH WCD)
- ACCORDING TO THE CURRENT FEMA FLOOD INSURANCE RATE MAP NUMBER 48209C 0140F AND 48209C 0141F, DATED SEPTEMBER 2, 2005, HAYS COUNTY, TEXAS, NO PORTION OF THIS TRACT LIES WITHIN THE DESIGNATED HUNDRED YEAR FLOODPLAIN HAZARD AREA.
- THIS DEVELOPMENT SHALL COMPLY WITH THE APPLICABLE CITY OF DRIPPING SPRINGS CODE OF ORDINANCES AND THE DEVELOPMENT AGREEMENT BETWEEN THE CITY AND REUNION RANCH.

Easmt Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent DELTA	
(C44)	7.50	430.00	N59°50'35"W	7.50	3.75	0°59'58"
(C45)	13.84	430.00	N57°15'54"W	13.84	6.92	1°50'40"

Easmt Line Table		
Line #	Length	Direction
(L61)	6.97	S78°39'26"W



DATE: FEBRUARY 13, 2017

OWNER:
TAYLOR MORRISON OF TEXAS, INC.,
11200 LAKELINE BLVD., STE. 150A
AUSTIN, TEXAS 78717
(512) 328-8366 phone

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

TOTAL ACREAGE: 37.887 ACRES

SURVEY: S.J. WHATLEY SURVEY NO. 22,
ABSTRACT NO. 18
F.E.M.A. MAP NO. 48209C 0145F AND 48209C 0141F
HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
DATED: SEPTEMBER 02, 2005

RIGHT-OF-WAY LINEAR FOOTAGE AND AREA OF STREET				
STREET NAME	RIGHT-OF-WAY	LINEAR FOOTAGE	AREA	CLASS
ADAM COURT	60'	1,170'	1.793 ACRES	LOCAL

TOTAL NUMBER OF BLOCKS: 1
TOTAL NUMBER OF LOTS: 26
SINGLE FAMILY LOTS: 25
GREENBELT, D.E., W.Q., P.U.E. LOTS: 1

AREA TABLE			
AREA WITHIN SUBDIVISION:		37.887 ACRES (1,650,340 sq. ft.)	
AREA WITHIN STREETS:		1.793 ACRES	
BLOCK "E"		BLOCK "E"	
LOT NO.	ACREAGE	LOT NO.	ACREAGE
59	28.133 ACRES	72	0.380 ACRES
60	0.275 ACRES	73	0.322 ACRES
61	0.322 ACRES	74	0.378 ACRES
62	0.327 ACRES	75	0.302 ACRES
63	0.327 ACRES	76	0.281 ACRES
64	0.325 ACRES	77	0.313 ACRES
65	0.310 ACRES	78	0.325 ACRES
66	0.275 ACRES	79	0.317 ACRES
67	0.285 ACRES	80	0.323 ACRES
68	0.315 ACRES	81	0.323 ACRES
69	0.348 ACRES	82	0.316 ACRES
70	0.289 ACRES	83	0.311 ACRES
71	0.365 ACRES	84	0.303 ACRES

LOT SIZE	NO.
< 1 ACRE	25
1-2 ACRE	0
2-5 ACRE	0
5-10 ACRE	0
> 10 ACRE	1

MINIMUM LOT SIZE:
0.266 AC (14,052 sq. ft.)
AVERAGE LOT SIZE:
1.385 AC (60,331 sq. ft.)

A SUBDIVISION OF 37.886 ACRES BEING
REUNION RANCH PHASE TWO, SECTION FIVE,
FINAL PLAT, IN THE S.J. WHATLEY SURVEY NO.
22, ABSTRACT 18, HAYS COUNTY, TEXAS

SHEET NO. 2 OF 3



Carlson, Brigance & Doering, Inc.
FIRM ID #E3791
Civil Engineering
5501 West William Cannon
Phone No. (512) 280-5160
Surveying
Austin, Texas 78749
REG. # 10024900
Fax No. (512) 280-5165


REUNION RANCH, PHASE TWO, SECTION FIVE, FINAL PLAT

STATE OF TEXAS }
COUNTY OF HAYS }

TAYLOR MORRISON OF TEXAS, INC., BEING THE OWNERS OF A 152.739 ACRE TRACT OF LAND AS CONVEYED BY DEED IN VOLUME 5182, PAGE 821, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, OUT OF THE S.J. WHATLEY SURVEY NO. 22, ABSTRACT NUMBER 18, SITUATED IN HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 37.886 ACRES OF LAND, TO BE KNOWN AS:

"REUNION RANCH, PHASE 2, SECTION 5"

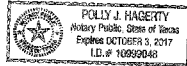
IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN ON THIS PLAT.


MICHAEL SLACK, VICE PRESIDENT
TAYLOR MORRISON OF TEXAS, INC.
11200 LAKELINE BLVD, STE. 150A
AUSTIN, TEXAS 78717

STATE OF TEXAS }
COUNTY OF HAYS }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON February 16, 2017 BY MICHAEL SLACK, ON BEHALF OF SAID COMPANY.



NOTARY PUBLIC, STATE OF TEXAS



NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.


CLINT GARZA, DIRECTOR
HAYS COUNTY DEVELOPMENT AND COMMUNITY SERVICES

2-23-17
DATE



TOM POPE, R.S./C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

2-24-2017
DATE

STATE OF TEXAS }
COUNTY OF HAYS }

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

DO HEREBY CERTIFY THAT NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANELS 48209C 0145F, DATED SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORMWATER RUNOFF FROM THE 100 YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY, AND/OR OPEN SPACE AND DRAINAGE EASEMENT LOTS.


BRETT R. PASQUARELLA, P.E. No. 84769
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON
AUSTIN, TEXAS 78749
(512) 280-5160


2-14-2017
DATE



CARLSON, BRIGANCE & DOERING, INC.
ID# 73791

STATE OF TEXAS }
COUNTY OF HAYS }

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


SURVEYED BY: AARON V. THOMASON, R.P.L.S. #6214
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON
AUSTIN, TEXAS 78749
aaron@cbdeng.com

13 Feb 2017
DATE



STATE OF TEXAS }
COUNTY OF HAYS }
CITY OF DRIPPING SPRINGS }

THIS PLAT, REUNION RANCH, PHASE 2, SECTION 5, HAS BEEN SUBMITTED AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AS A FINAL PLAT FOR ADMINISTRATIVE APPROVAL PURSUANT TO ORDINANCE 1230.09, AND HAS BEEN FOUND TO COMPLY WITH THE CITY'S CODE OF ORDINANCES, AND IS HEREBY APPROVED ADMINISTRATIVELY.

APPROVED THIS THE 22nd DAY OF February, 20 17 A.D.


MICHELLE FISCHER, CITY ADMINISTRATOR

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT AND COMMUNITY SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF DRIPPING SPRINGS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.


CLINT GARZA, DIRECTOR
HAYS COUNTY DEVELOPMENT
AND COMMUNITY SERVICES

2-23-17
DATE

STATE OF TEXAS }
COUNTY OF HAYS }

I, LIZ Q. GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 24th DAY OF February, 20 17, A.D., AND DULY RECORDED ON THE 24th DAY OF February, 20 17, A.D., AT 3:06 O'CLOCK P.M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN DOCUMENT NUMBER 17026625.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE 24th DAY OF February, 20 17, A.D.


LIZ Q. GONZALEZ
COUNTY CLERK
HAYS COUNTY, TEXAS



A SUBDIVISION OF 37.886 ACRES BEING
REUNION RANCH PHASE TWO, SECTION FIVE,
FINAL PLAT, IN THE S.J. WHATLEY SURVEY NO.
22, ABSTRACT 18, HAYS COUNTY, TEXAS

SHEET NO. 3 OF 3

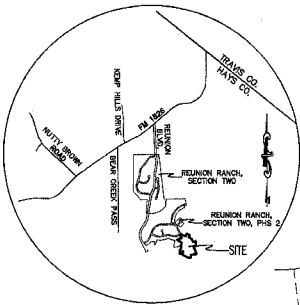
 **Carlson, Brigance & Doering, Inc.**
FIRM ID #F3791 ♦ REG. # 10024900
Civil Engineering ♦ Surveying
5501 West William Cannon ♦ Austin, Texas 78749
Phone No. (512) 280-5169 ♦ Fax No. (512) 280-5165

PATH-J:\4831\SURVEY\PLAT PH.2 SEC.5.dwg

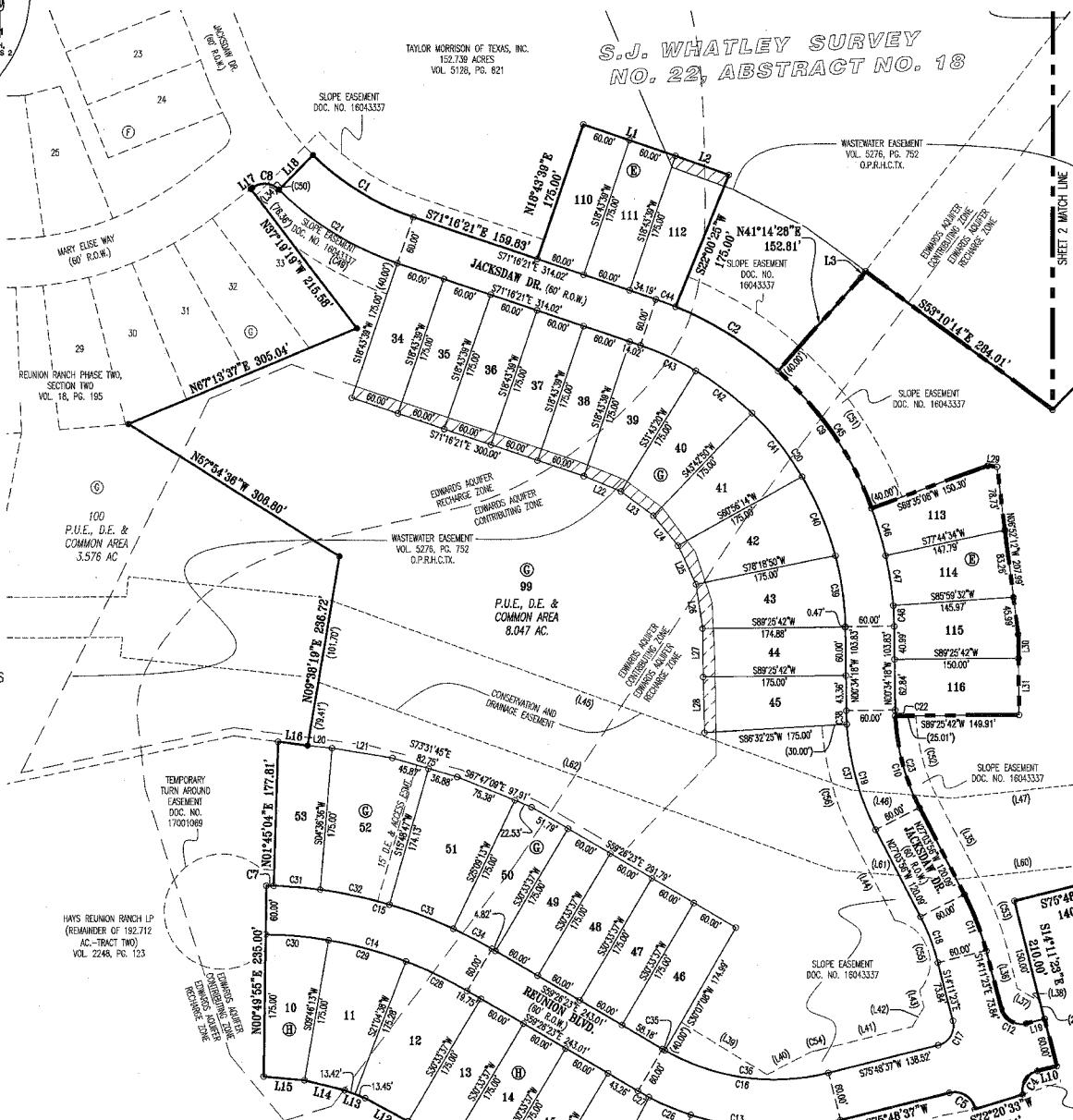


Reunion Ranch Phase 3-1
Recorded Plat

REUNION RANCH, PHASE THREE, SECTION ONE, FINAL PLAT



VICINITY MAP
N.T.S.



SCALE 1" = 100'

LEGEND

- 1/2" CAPPED IRON ROD SET UNLESS OTHERWISE NOTED
- 1/2" CAPPED IRON ROD FOUND UNLESS OTHERWISE NOTED
- 1 LOT NUMBER
- Ⓢ BLOCK DESIGNATION
- △ CALCULATED POINT
- AREA OF WASTEWATER EASEMENT VACATED BY DOCUMENT #16043780, O.P.R.H.C.T.X.

S.J. WHATLEY SURVEY
NO. 22, ABSTRACT NO. 18

RIGHT-OF-WAY LINEAR FOOTAGE AND AREA OF STREET

STREET NAME	RIGHT-OF-WAY	LINEAR FOOTAGE	AREA	CLASS
JACKSSAW DRIVE	60'	1,582'	2.067 ACRES	LOCAL
REUNION BLVD.	60'	1,024'	1.452 ACRES	LOCAL

DATE: JANUARY 20, 2017

OWNER:
TAYLOR MORRISON OF TEXAS, INC.
11200 LAKELINE BLVD., STE. 150A
AUSTIN, TEXAS 78717
(512) 532-2127 phone
(512) 328-1863 fax

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

TOTAL ACREAGE: 35.125 ACRES

SURVEY: S.J. WHATLEY SURVEY NO. 22,
ABSTRACT NO. 18

F.E.M.A. MAP NO. 48209C 0145F
HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
DATED: SEPTEMBER 02, 2005

TOTAL NUMBER OF BLOCKS 3
TOTAL NUMBER OF LOTS: 39
SINGLE FAMILY LOTS 37
P.U.E., D.E. & COMMON AREA LOTS 2

A SUBDIVISION OF 35.125 ACRES BEING
REUNION RANCH PHASE THREE, SECTION ONE,
FINAL PLAT, IN THE S.J. WHATLEY SURVEY NO.
22, ABSTRACT 18, HAYS COUNTY, TEXAS

SHEET NO. 1 OF 4 (RH)

Carlson, Brigrance & Doering, Inc.
FIRM ID #F3791 ♦ REG. # 10024900

Civil Engineering ♦ Surveying
5501 West William Cannon ♦ Austin, Texas 78749
Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

REUNION RANCH, PHASE THREE, SECTION ONE, FINAL PLAT

S.J. WHATLEY SURVEY
NO. 22, ABSTRACT NO. 18

TAYLOR MORRISON OF TEXAS, INC.
152.736 ACRES
VOL. 5126, PG. 821

TAYLOR MORRISON OF
TEXAS, INC.
VOL. 5326, PG. 376

WASTEWATER EASEMENT
VOL. 5276, PG. 752
O.P.R.H.C.T.X.

CONDOMINIUM MASTER
CONVEYING PLANS
EXHIBITING RIGHTS
RESERVE ZONE

SLOPE EASEMENT
DOC. NO. 16043337

SLOPE EASEMENT
DOC. NO. 16043337

CONSERVATION AND
DRAINAGE EASEMENT

SLOPE EASEMENT
DOC. NO. 16043337

SLOPE EASEMENT
DOC. NO. 16043337

HAYS REUNION RANCH LP
(REMAINDER OF 192.712
AC.-TRACT TWO)
VOL. 2248, PG. 123

WEST DONALD LAMAR
FAMILY TRUST,
VOL. 4519, PG. 313

176
P.U.E., D.E. &
COMMON AREA
13.606 AC.

A SUBDIVISION OF 35.125 ACRES BEING
REUNION RANCH PHASE THREE, SECTION ONE,
FINAL PLAT, IN THE S.J. WHATLEY SURVEY NO.
22, ABSTRACT 18, HAYS COUNTY, TEXAS

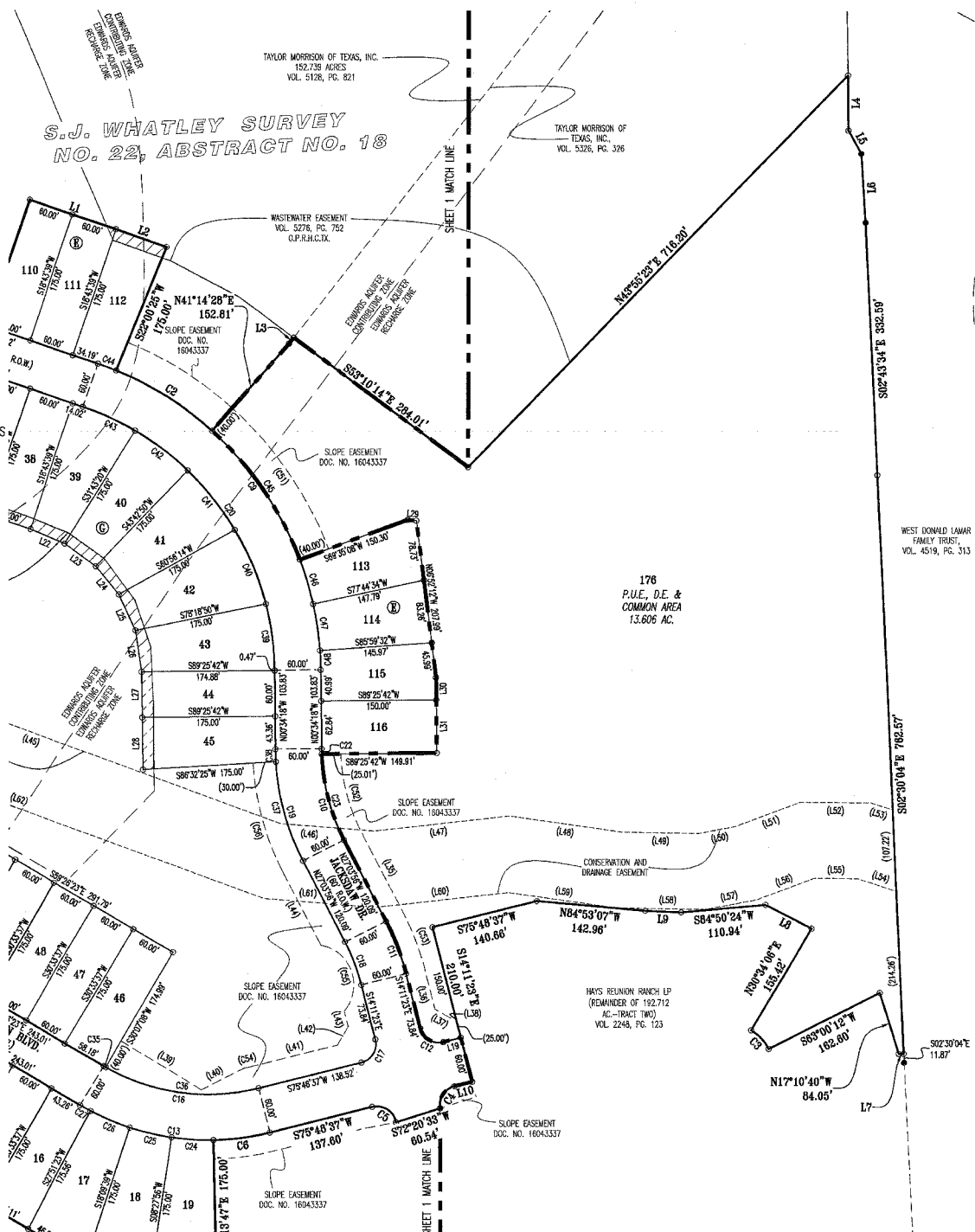
SHEET NO. 2 OF 4



SCALE 1" = 100'

LEGEND

- 1/2" CAPPED IRON ROD SET
UNLESS OTHERWISE NOTED
- 1/2" CAPPED IRON ROD FOUND UNLESS
OTHERWISE NOTED
- 1 LOT NUMBER
- Ⓢ BLOCK DESIGNATION
- △ CALCULATED POINT
- AREA OF WASTEWATER
EASEMENT VACATED BY
DOCUMENT #16043780,
O.P.R.H.C.T.X.





Carlson, Brigrance & Doering, Inc.

FIRM#ID #E3791 REG. # 10024900

Civil Engineering Surveying

5501 West William Cannon Austin, Texas 78749

Phone No. (512) 280-5160 Fax No. (512) 280-5165

REUNION RANCH, PHASE THREE, SECTION ONE, FINAL PLAT

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	146.03	320.00	S88°11'59"E	144.76	74.31	26°08'44"
C2	146.82	430.00	S57°31'12"E	146.69	75.88	19°57'45"
C3	33.97	60.00	N43°12'51"W	33.51	17.45	32°26'07"
C4	37.77	25.00	S32°31'29"W	34.28	23.55	86°34'16"
C5	41.44	25.00	N56°42'14"W	36.86	27.27	94°58'18"
C6	74.84	330.00	S82°17'25"W	74.48	37.48	12°57'39"
C7	8.86	560.00	S88°42'36"E	8.96	4.48	07°54'59"
C8	35.88	25.00	S86°13'28"E	32.87	21.81	82°11'42"
C9	530.60	430.00	N33°55'20"W	497.58	305.03	70°42'03"
C10	124.85	270.00	S13°40'07"E	123.74	63.56	26°29'38"
C11	74.16	330.00	N07°37'40"W	74.00	37.24	12°32'33"
C12	39.27	25.00	S59°11'23"E	35.36	25.00	90°00'00"
C13	257.74	330.00	S8°48'53"E	251.24	135.85	44°45'00"
C14	259.43	500.00	N7°41'14"W	256.53	132.71	29°43'42"
C15	290.58	560.00	N7°41'14"W	287.31	148.63	29°43'42"
C16	210.88	270.00	N81°48'53"E	205.56	111.15	44°45'00"
C17	39.27	25.00	S39°48'37"E	35.36	25.00	90°00'00"
C18	60.88	270.00	N23°37'40"W	60.55	30.47	12°32'33"
C19	152.59	330.00	S13°40'07"E	151.24	77.89	26°29'38"
C20	456.57	370.00	N33°55'20"W	428.15	262.46	70°42'03"
C21	173.40	380.00	S58°11'59"E	171.90	88.24	26°08'44"
C22	7.16	270.00	S01°19'52"E	7.16	3.58	1°31'08"
C23	117.69	270.00	S14°34'41"E	116.76	58.80	24°58'31"
C24	55.84	330.00	S88°22'58"E	55.77	27.99	9°41'43"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C25	55.84	330.00	S78°41'12"E	55.77	27.99	9°41'43"
C26	55.84	330.00	S69°59'29"E	55.77	27.99	9°41'43"
C27	15.57	330.00	S60°47'30"E	15.57	7.79	2°42'15"
C28	62.76	500.00	N6°10'52"W	62.66	41.47	92°59'58"
C29	98.57	500.00	N74°34'35"W	98.51	49.50	11°18'25"
C30	78.00	500.00	N84°41'56"W	77.92	39.08	85°18'18"
C31	57.94	560.00	N85°17'15"W	57.92	29.00	5°55'42"
C32	87.02	560.00	N77°52'17"W	86.93	43.60	8°54'13"
C33	83.79	560.00	N89°07'59"W	83.72	41.98	8°34'24"
C34	52.84	560.00	N82°06'35"W	52.82	26.44	5°24'24"
C35	3.16	270.00	S59°46'31"E	3.16	1.58	0°40'17"
C36	207.72	270.00	S82°09'01"E	202.63	109.30	44°04'44"
C37	135.96	330.00	S15°15'48"E	135.00	68.96	23°38'21"
C38	16.63	330.00	S02°00'57"E	16.63	8.32	2°53'17"
C39	88.57	370.00	N07°25'46"W	88.36	44.50	13°42'57"
C40	105.63	370.00	N22°27'58"W	105.27	53.18	16°21'27"
C41	100.31	370.00	N38°24'40"W	100.00	50.46	15°31'58"
C42	86.80	370.00	N52°53'54"W	86.80	43.60	13°26'28"
C43	75.26	370.00	N69°26'45"W	75.13	37.76	11°39'13"
C44	25.80	430.00	N89°33'13"W	25.80	12.91	3°26'17"
C45	206.47	430.00	N34°06'59"W	204.49	105.27	27°30'41"
C46	60.85	430.00	N16°18'23"W	60.80	30.48	8°06'30"
C47	62.17	430.00	N08°06'38"W	62.11	31.14	8°17'00"
C48	25.50	430.00	N02°16'13"W	25.49	12.75	3°23'50"

GENERAL NOTES:

- THIS SUBDIVISION IS WITHIN THE E.T.J. OF DRIPPING SPRINGS.
- PORTIONS OF THIS TRACT LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE BARTON SPRINGS SEGMENT OF THE EDWARDS AQUIFER.
- THIS SUBDIVISION IS SUBJECT TO ALL EXISTING EASEMENTS AND MATTERS OF RECORD AFFECTING THESE LOTS THAT ARE NOT REFLECTED ON THIS PLAT.
- THIS SUBDIVISION IS WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT BOUNDARIES.
- RESIDENTIAL LOTS ARE LIMITED TO ONE SINGLE FAMILY RESIDENCE PER LOT.
- PROPOSED STREETS SHALL BE PUBLIC AND MAINTAINED BY HAYS COUNTY.
- IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751 AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING DISTANCE REQUIREMENTS FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
- COMMON AREA LOTS ARE INTENDED FOR USES INCLUDING DRAINAGE, WATER QUALITY PONDS, COMMUNITY AMENITIES, WASTEWATER DISCHARGE FIELDS, UTILITIES, AND OTHER COMMON USES. RESIDENTIAL USES ARE NOT PERMITTED ON COMMON AREA LOTS.
- ALL COMMON AREAS WILL BE MAINTAINED BY REUNION RANCH HOMEOWNERS ASSOCIATION.
- ALL ROADS IN THIS SUBDIVISION ARE CLASSIFIED LOCAL STREETS.
- LOCATIONS AND DIMENSIONS OF PROPOSED STREETS ARE IN ACCORDANCE WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
- PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED AS FOLLOWS:
PARALLEL TO ALL STREET R.O.W. - 15' P.U.E.
ALONG EACH SIDE OF ALL SIDE LOT LINES - 5' P.U.E.
- BUILDING SETBACKS SHALL BE AS FOLLOWS:
FRONT - 20 FOOT SETBACK
SIDE - 5 FOOT SETBACK
REAR - 30 FOOT SETBACK
STREET SIDE YARD - 15 FOOT SETBACK
- BEARING BASIS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DETERMINED BY G.P.S. OBSERVATIONS RELATIVE TO LCRA G.P.S. CONTROL MONUMENTS.
- THIS SUBDIVISION WILL BE DEVELOPED IN ACCORDANCE WITH THE HAYS COUNTY DEVELOPMENT REGULATIONS.
- UTILITIES WILL BE PROVIDED BY THE FOLLOWING ENTITIES:
ELECTRIC --- PEDERNALES ELECTRIC COOPERATIVE, INC.
TELEPHONE --- AT&T
WATER --- REUNION RANCH WCID
WASTEWATER --- ON-SITE COLLECTION AND TREATMENT (REUNION RANCH WCID)
- ACCORDING TO THE CURRENT FEMA FLOOD INSURANCE RATE MAP NUMBER 48209C 0140F, DATED SEPTEMBER 2, 2005, HAYS COUNTY, TEXAS, NO PORTION OF THIS TRACT LIES WITHIN THE DESIGNATED HUNDRED YEAR FLOODPLAIN HAZARD AREA.
- THIS DEVELOPMENT SHALL COMPLY WITH THE APPLICABLE CITY OF DRIPPING SPRINGS CODE OF ORDINANCES AND THE DEVELOPMENT AGREEMENT BETWEEN THE CITY AND REUNION RANCH.

Line #	Length	Direction
L1	120.00	S71°16'21"E
L2	70.00	S70°24'16"E
L3	10.00	N37°47'25"E
L4	72.35	S00°31'16"E
L5	34.93	S28°05'08"E
L6	80.96	S03°35'14"E
L7	5.19	S87°25'53"W
L8	67.69	N82°33'59"W
L9	47.21	N87°33'00"W
L10	23.94	S75°48'37"W
L11	85.35	N88°22'58"W
L12	60.05	N81°49'40"W
L13	26.87	N65°55'22"W
L14	50.65	N75°45'39"W
L15	50.65	N84°41'56"W
L16	36.87	S82°27'02"E

Line #	Length	Direction
L17	2.26	N52°40'41"E
L18	60.00	N44°52'23"E
L19	23.30	N75°48'37"E
L20	29.97	N83°51'15"W
L21	75.39	S80°43'29"E
L22	49.61	S67°37'48"E
L23	50.04	S53°20'54"E
L24	47.60	S39°13'21"E
L25	52.47	S24°34'25"E
L26	54.98	S08°17'36"E
L27	60.00	S00°27'40"E
L28	68.81	S01°06'21"E
L29	11.28	N83°41'51"W
L30	29.50	N03°41'12"W
L31	70.00	N09°34'19"W

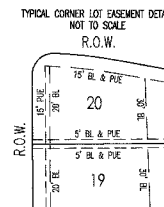
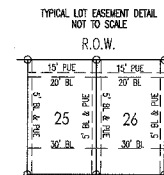
Line #	Length	Direction
(L34)	20.23	N44°52'23"E
(L35)	120.09	N27°03'56"W
(L36)	53.84	N14°11'23"W
(L37)	28.28	N59°11'23"W
(L38)	3.30	S75°48'37"W
(L39)	123.54	N68°34'39"W
(L40)	83.44	S63°08'11"W
(L41)	113.52	S75°48'37"W
(L42)	28.28	S30°48'37"W
(L43)	21.11	S14°11'23"E
(L44)	109.53	S27°03'56"E
(L45)	691.62	S69°52'52"E
(L46)	122.55	S85°23'23"E
(L47)	177.20	N83°35'11"E
(L48)	149.59	S81°53'18"E

Line #	Length	Direction
(L49)	100.79	S89°01'41"E
(L50)	49.02	N78°01'07"E
(L51)	90.33	N66°14'10"E
(L52)	91.89	S89°27'08"E
(L53)	29.65	S72°41'25"E
(L54)	51.65	N71°46'57"W
(L55)	57.67	N89°27'06"W
(L56)	80.07	S89°14'10"W
(L57)	68.04	S70°01'07"W
(L58)	117.50	N89°01'41"W
(L59)	143.09	N81°53'19"W
(L60)	174.10	S83°35'11"W
(L61)	145.82	N85°23'23"W
(L62)	692.87	N69°52'52"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
(C49)	130.80	420.00	S62°21'04"E	130.27	65.93	17°50'36"
(C50)	16.09	25.00	N63°33'43"W	15.81	8.33	36°52'12"
(C51)	226.26	470.00	N54°09'18"W	224.10	115.38	27°35'05"
(C52)	106.13	245.00	N14°39'20"W	105.30	53.91	24°49'13"
(C53)	79.76	355.00	N20°37'40"W	78.81	40.06	12°52'33"
(C54)	11.59	58.42	S77°11'30"W	11.57	5.81	11°10'34"
(C55)	110.85	53.25	S19°25'39"E	91.89	90.88	119°16'00"
(C56)	148.32	360.00	S15°15'46"E	147.27	75.23	23°38'21"

AREA TABLE			
AREA WITHIN SUBDIVISION:	35.125 ACRES (1,399,365 sq. ft.)		
AREA OF OPEN SPACE LOTS:	22.067 ACRES (961,239 sq. ft.)		
AREA WITHIN STREETS:	3.519 ACRES		
BLOCK 'E'			
LOT NO.	ACREAGE	SQ. FT.	
110	0.241 ACRES	10,500 SQ. FT.	
111	0.241 ACRES	10,500 SQ. FT.	
112	0.261 ACRES	11,351 SQ. FT.	
113	0.253 ACRES	11,003 SQ. FT.	
114	0.243 ACRES	10,600 SQ. FT.	
115	0.242 ACRES	10,543 SQ. FT.	
116	0.241 ACRES	10,500 SQ. FT.	
176	13.623 ACRES	593,407 SQ. FT.	
BLOCK 'G'			
LOT NO.	ACREAGE	SQ. FT.	
34	0.241 ACRES	10,500 SQ. FT.	
35	0.241 ACRES	10,500 SQ. FT.	
36	0.241 ACRES	10,500 SQ. FT.	
37	0.241 ACRES	10,500 SQ. FT.	
38	0.241 ACRES	10,500 SQ. FT.	
39	0.280 ACRES	12,191 SQ. FT.	
40	0.276 ACRES	12,037 SQ. FT.	
41	0.298 ACRES	12,994 SQ. FT.	
42	0.319 ACRES	13,890 SQ. FT.	
43	0.291 ACRES	12,671 SQ. FT.	
44	0.241 ACRES	10,496 SQ. FT.	
45	0.258 ACRES	11,254 SQ. FT.	
46	0.244 ACRES	10,517 SQ. FT.	
47	0.241 ACRES	10,500 SQ. FT.	
48	0.241 ACRES	10,500 SQ. FT.	
49	0.241 ACRES	10,500 SQ. FT.	
50	0.266 ACRES	11,574 SQ. FT.	
51	0.392 ACRES	17,089 SQ. FT.	
52	0.417 ACRES	18,174 SQ. FT.	
53	0.251 ACRES	10,944 SQ. FT.	
99	8.047 ACRES	350,514 SQ. FT.	
BLOCK 'H'			
LOT NO.	ACREAGE	SQ. FT.	
10	0.259 ACRES	11,295 SQ. FT.	
11	0.328 ACRES	14,280 SQ. FT.	
12	0.355 ACRES	15,451 SQ. FT.	
13	0.241 ACRES	10,500 SQ. FT.	
14	0.241 ACRES	10,500 SQ. FT.	
15	0.241 ACRES	10,500 SQ. FT.	
16	0.253 ACRES	11,023 SQ. FT.	
17	0.288 ACRES	12,588 SQ. FT.	
18	0.281 ACRES	12,260 SQ. FT.	
19	0.281 ACRES	12,260 SQ. FT.	

LOT SIZE	NO.
< 1 ACRE	37
1-2 ACRE	0
2-5 ACRE	0
5-10 ACRE	1
> 10 ACRE	1
MINIMUM LOT SIZE: 0.241 AC (10,500 sq. ft.)	
AVERAGE LOT SIZE: 0.810 AC (35,301 sq. ft.)	



A SUBDIVISION OF 35.125 ACRES BEING REUNION RANCH PHASE THREE, SECTION ONE, FINAL PLAT, IN THE S.J. WHITLEY SURVEY NO. 22, ABSTRACT 18, HAYS COUNTY, TEXAS

SHEET NO. 3 OF 4



Carlson, Brigrance & Doering, Inc.
FIRM ID #E3791 • REG. # 10024900

Civil Engineering • Surveying
5501 West William Cannon
Austin, Texas 78749
Phone No. (512) 290-5160 • Fax No. (512) 290-5165


REUNION RANCH, PHASE THREE, SECTION ONE, FINAL PLAT

STATE OF TEXAS }
COUNTY OF HAYS }

TAYLOR MORRISON OF TEXAS, INC., BEING THE OWNERS OF 29.694 ACRES OF LAND AS CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 16035429, AND ALSO BEING THE OWNERS OF A 152.739 ACRE TRACT OF LAND AS CONVEYED BY DEED IN VOLUME 5182, PAGE 821, ALL OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, OUT OF THE S.J. WHATLEY SURVEY NO. 22, ABSTRACT NUMBER 18, SITUATED IN HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 35.125 ACRES OF LAND, TO BE KNOWN AS:

REUNION RANCH, PHASE THREE, SECTION ONE

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN ON THIS PLAT.


MICHAEL SLACK, VICE PRESIDENT
TAYLOR MORRISON OF TEXAS, INC.
11200 LAKELINE BLVD., STE. 150A
AUSTIN, TEXAS 78717

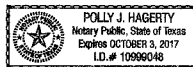
I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT AND COMMUNITY SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF DRIPPING SPRINGS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.


CLINT GARZA, DIRECTOR
HAYS COUNTY DEVELOPMENT
AND COMMUNITY SERVICES
DATE 2-23-17

STATE OF TEXAS }
COUNTY OF HAYS }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON January 20, 2017 BY MICHAEL SLACK, ON BEHALF OF SAID COMPANY.


NOTARY PUBLIC, STATE OF TEXAS



STATE OF TEXAS }
COUNTY OF HAYS }
CITY OF DRIPPING SPRINGS }

THIS PLAT, REUNION RANCH, PHASE 3, SECTION 1, HAS BEEN SUBMITTED AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AS A FINAL PLAT FOR ADMINISTRATIVE APPROVAL PURSUANT TO ORDINANCE 1230.09, AND HAS BEEN FOUND TO COMPLY WITH THE CITY'S CODE OF ORDINANCES, AND IS HEREBY APPROVED ADMINISTRATIVELY.

APPROVED THIS THE 13th DAY OF February, 2017 A.D.


MICHELLE FISCHER, CITY ADMINISTRATOR

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.



CLINT GARZA, DIRECTOR
HAYS COUNTY DEVELOPMENT
AND COMMUNITY SERVICES
DATE 2-23-17


TOM POPE, R.S., C.E.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR
DATE 2-22-2017

STATE OF TEXAS }
COUNTY OF HAYS }

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

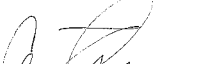
DO HEREBY CERTIFY THAT NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANELS 48209C 0145F, DATED SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORMWATER RUNOFF FROM THE 100 YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY, AND /OR OPEN SPACE AND DRAINAGE EASEMENT LOTS.


BRETT R. PASQUARELLA, P.E. No. 84789
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON
AUSTIN, TEXAS 78749
(512) 280-5160
DATE 1/2/17



STATE OF TEXAS }
COUNTY OF HAYS }

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

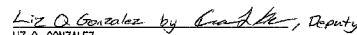
SURVEYED BY: 
AARON V. THOMASON, R.P.L.S. #6214
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON
AUSTIN, TEXAS 78749
aaron@cbdeng.com
DATE 12 Jan 2017



STATE OF TEXAS }
COUNTY OF HAYS }

I, LIZ Q. GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 24th DAY OF February, A.D. 2017, AT 3:14 O'CLOCK P.M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS UNDER DOCUMENT NUMBER 17006516.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE 24th DAY OF February, 2017, A.D.


LIZ Q. GONZALEZ
COUNTY CLERK
HAYS COUNTY, TEXAS



A SUBDIVISION OF 35.125 ACRES BEING REUNION RANCH PHASE THREE, SECTION ONE, FINAL PLAT, IN THE S.J. WHATLEY SURVEY NO. 22, ABSTRACT 18, HAYS COUNTY, TEXAS

SHEET NO. 4 OF 4



Carlson, Brigance & Doering, Inc.

FIRM ID #13791 REG. # 10024900

Civil Engineering Surveying
5501 West William Cannon Austin, Texas 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF HAYS §
REUNION RANCH WATER CONTROL §
AND IMPROVEMENT DISTRICT §

We, the undersigned officers of the Board of Directors of the Reunion Ranch Water Control and Improvement District No. 1, (the "District") hereby certify as follows:

1. The Board of Directors of the District convened in a REGULAR MEETING ON THE 19TH DAY OF NOVEMBER, 2019, at the designated meeting place (the "Meeting"), and the roll was called of the duly constituted officers and members of the Board, to wit:

Nathan Neese, President
Vince Terracina, Vice President
Thomas J. Rogers, Jr., Secretary
George Sykes, Asst. Secretary
Dennis Daniel, Asst. Secretary

and all of said persons were present, except the following absentees: none, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

ORDER AUTHORIZING THE ISSUANCE OF \$5,000,000 REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT UNLIMITED TAX BONDS, SERIES 2019; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING AN OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT; AWARDED THE SALE OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE BONDS

was duly introduced for the consideration of the Board. It was then duly moved and seconded that the Order be passed; and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried by the following vote:

AYES: 5

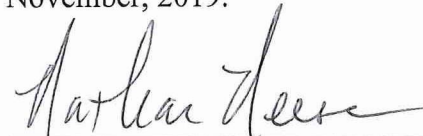
NOES: 0

2. A true, full and correct copy of the aforesaid Order passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Order has been duly recorded in the Board's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Board's minutes of the Meeting pertaining to the passage of the Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in

advance, of the time, place and purpose of the aforesaid Meeting, and that the Order would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose; that the Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Government Code, as amended and Section 49.064, Texas Water Code, as amended.

SIGNED AND SEALED this 19th day of November, 2019.


Secretary, Board of Directors


President, Board of Directors

(SEAL)

**ORDER AUTHORIZING THE ISSUANCE OF \$5,000,000 REUNION RANCH WATER
CONTROL AND IMPROVEMENT DISTRICT UNLIMITED TAX BONDS, SERIES
2019; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS;
APPROVING AN OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION OF A
PAYING AGENT/REGISTRAR AGREEMENT; AWARDING THE SALE OF THE
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ORDER AUTHORIZING THE ISSUANCE OF \$5,000,000 REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT UNLIMITED TAX BONDS, SERIES 2019; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING AN OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT; AWARDED THE SALE OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE BONDS

THE STATE OF TEXAS §
COUNTY OF HAYS §
REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT §

WHEREAS, Reunion Ranch Water Control and Improvement District (the "District"), was duly created by order of the Texas Commission on Environmental Quality (the "Commission") dated August 15, 2005 as a conservation and reclamation district created under and essential to accomplish the purposes of Section 59, Article XVI of the Texas Constitution; and

WHEREAS, the District currently operates pursuant to Chapters 49 and 51, Texas Water Code, as amended; and

WHEREAS, at an election held on November 6, 2012, the voters of the District confirmed creation of the District, authorized a maintenance tax not to exceed \$1.00 per \$100 valuation and approved the issuance of bonds (the "Bond Election") in one or more issues or series in the maximum amount of \$30,000,000 maturing serially or otherwise in such installments as are fixed by said board over a period or periods not exceeding forty (40) years from their date or dates, bearing interest at any rate or rates and to sell said bonds at any price or prices, provided that the net effective interest rate shall not exceed the maximum legal limit in effect at the time of issuance of each issue or series of bonds, all as may be determined by the Board of Directors of said District, for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, extending, or paying for inside and outside the District's boundaries, any District works, improvements, facilities, plants, equipment, appliances and all costs associated with flood plain and wetlands regulation and endangered species and stormwater permits, including mitigation, needed to accomplish the purposes of the District authorized by the Texas Constitution, the Texas Water Code or any other law as now or hereinafter enacted, including the works, improvements, facilities, plants, equipment and appliances to provide a waterworks system, sanitary sewer system, wastewater system, drainage, storm sewer and water quality system, including, but not limited to, all additions to such systems and all works, improvements, facilities, plants, equipment, appliances, interests in property, and contract rights needed therefor, administration, interest and operating costs during creation and construction and administrative facilities needed in connection therewith, and to provide for the payment of principal of and interest on such bonds by the levy and collection of a sufficient tax upon all taxable property within said District, all as now or hereafter authorized by the Constitution and laws of the state of Texas; and

WHEREAS, by order signed on October 8, 2019 (the "Commission Order"), the Commission approved the issuance by the District of \$5,000,000 principal amount of bonds upon the terms and conditions outlined in the Commission Order; and

WHEREAS, the Board of Directors of the District deems it necessary and advisable at this time to issue \$5,000,000 of bonds for the purposes set forth in the Commission Order pursuant to Chapters 49 and 51 of the Texas Water Code utilizing part of the voted authorization of the District from the Bond Election and reserving the right in the future to issue the remaining \$7,050,000 of new money bonds authorized at the Bond Election.

THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF THE REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT:

ARTICLE ONE

PREAMBLE

SECTION 1.01 INCORPORATION OF PREAMBLE. The Board of Directors of the District hereby incorporates the recitals set forth in the preamble hereto as if set forth in full at this place and further finds and determines that the recitals are true and correct.

ARTICLE TWO

DEFINITIONS AND INTERPRETATIONS

SECTION 2.01. DEFINITIONS. When used in this Bond Order, except in Article Six, and in any resolution or order amendatory or supplemental hereto, the terms listed below shall have the meanings specified below, unless it is otherwise expressly provided or unless the context otherwise requires:

"Additional Bonds" means the additional bonds payable from ad valorem taxes which the Board expressly reserves the right to issue in Article 11 of this Bond Order.

"Authorized Investments" means authorized investments as set forth in the Public Funds Investment Act, Chapter 2256, Texas Government Code and the District's Investment Policy.

"Board of Directors" or "Board" means the governing body of the District.

"Bonds" means the Bonds initially issued and delivered pursuant to this Bond Order and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Bond Order" or "Order" means this Bond Order of the Board of Directors authorizing the issuance of the Bonds.

"Commission" means the Texas Commission on Environmental Quality and any successors or assigns.

"Commission Order" means the order of the Commission signed October 8, 2019 approving the issuance of the Bonds upon the terms and conditions as outlined in such order.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Board of Directors adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Board of Directors adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law that may be used to defease obligations such as the Bonds.

"District" means Reunion Ranch Water Control and Improvement District and any other public agency succeeding to the powers, rights, privileges, and functions of the District and, when appropriate, the Board of Directors of the District.

"DTC" means The Depository Trust Company of New York.

"Exchange Bonds" means Bonds registered, authenticated, and delivered by the Registrar, as provided in Section 4.01 of this Bond Order.

"Federal Securities" means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

"Fiscal Year" means the twelve-month accounting period for the District, which presently is the twelve-month period beginning on October 1 of each year and ending on September 30 of the following year, but which may be changed from time to time by the Board of Directors.

"Initial Bond" means the Bond authorized, issued, and initially delivered as provided in Section 3.02 of this Bond Order.

"Initial Purchaser(s)" means the persons identified in Section 15.01 of this Bond Order as the initial purchasers of the Bonds.

"Interest Payment Date" means a date on which interest on the Bonds is due and payable. Interest on the Bonds is due and payable on August 15, 2019, and semi-annually on each February 15 and August 15 thereafter until the earlier of maturity or redemption.

"MSRB" means the Municipal Securities Rulemaking Board.

"Record Date" means the last calendar day of the month next preceding each Interest Payment Date, whether or not such dates are business days.

"Redemption Date" means a date fixed for redemption of any Bond pursuant to the terms of this Bond Order.

"Register" means the registry system maintained on behalf of the District by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"Registered Owner" means any person or entity in whose name a Bond is registered.

"Registrar" or "Paying Agent/Registrar" means BOKF, NA or such other bank, trust company, financial institution, or other entity as may hereafter be designated by the District to act as paying agent and registrar for the Bonds in accordance with the terms of this Bond Order.

"Replacement Bonds" means the Bonds authorized by the District to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 4.02 of this Bond Order.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Record Date" means the new Record Date for the payment of a respective interest payment established by the Paying Agent/Registrar in the event of a non-payment of interest on a scheduled payment date.

"System" means the water system, sanitary sewer system, and drainage and storm sewer system of the District, including, but not limited to, all works, improvements, facilities, plants, equipment, appliances, interests in property, and contract rights needed therefor and administrative facilities needed in connection therewith, together with any additional or extensions thereto or improvements and replacements thereof; provided that the System shall not include facilities acquired or constructed to perform contracts between the District and other persons, including private corporations, municipalities and political subdivisions which are financed by proceeds of the District's revenue bonds issued particularly to finance facilities needed to perform such contracts.

SECTION 2.02. INTERPRETATIONS. The titles and headings of the articles and sections and the page numbers of this Bond Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Bond Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the taxes levied in payment thereof.

ARTICLE THREE

**AUTHORIZATION, REGISTRATION, EXECUTION,
AND AUTHENTICATION OF BONDS**

SECTION 3.01. AMOUNT, NAME, PURPOSE, AND AUTHORIZATION.

Each Bond issued pursuant to this Bond Order shall be known and designated as "Reunion Ranch Water Control and Improvement District Unlimited Tax Bonds, Series 2019" and the Bonds shall be issued in the aggregate principal amount of \$5,000,000 pursuant to the Bond Election and Commission Order for the purposes of financing the District's share of the following projects: (i) impact fees for 2017, 2018, and 2019; (ii) water, wastewater and drainage facilities to serve Reunion Ranch Phase 2 – Section 5 (water and drainage only), and Reunion Ranch Phase 3 – Section 1; and (iii) pay developer interest; and (iii) pay certain engineering costs and costs associated with the issuance of the Bonds.

SECTION 3.02. FORM, DATE, NUMBERS, AND DENOMINATION.

The Bonds shall be issued and delivered in fully registered form without coupons, and may be transferred and exchanged after initial delivery as provided in Article Four of this Bond Order. The Bonds shall be dated and have such other terms as provided in the Form of Bond in Article Six of this Bond Order. There shall be an Initial Bond delivered to the Attorney General and numbered T-1 as provided in the Form of Bond in Article Six of this Bond Order. Bonds registered and delivered by the Registrar subsequent to the Initial Bond shall be numbered by the Registrar R-1 upward and no two Bonds shall be given the same number. The Bonds registered and delivered subsequent to the Initial Bond shall be in principal denominations of \$5,000 or any integral multiple thereof.

SECTION 3.03. INTEREST RATES AND MATURITIES.

The Bonds scheduled to mature on August 15 during the years, respectively, set forth below shall bear interest from the dates in the Form of Bond set forth in Article Six of this Bond Order to their respective dates of maturity at the following rates per annum:

<u>Year of</u> <u>Maturity</u>	<u>Amount</u> <u>Maturing</u>	<u>Interest</u> <u>Rate</u>	<u>Year of</u> <u>Maturity</u>	<u>Amount</u> <u>Maturing</u>	<u>Interest</u> <u>Rate</u>
2020	\$185,000	2.000%	2031	\$365,000	2.500%
2021	130,000	2.000	****	****	****
2022	135,000	2.000	2033	390,000	2.625
2023	140,000	2.000	****	****	****
2024	145,000	2.000	2035	420,000	2.750
2025	150,000	2.000	****	****	****
2026	155,000	2.000	2037	450,000	3.000
2027	160,000	2.000	****	****	****
2028	165,000	2.250	2039	480,000	3.000
2029	175,000	2.250	****	****	****
****	****	****	2044	1,355,000	3.000

SECTION 3.04. PAYMENT OF PRINCIPAL AND INTEREST. The Registrar is hereby appointed as the paying agent for the Bonds. The principal of the Bonds, shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they become due and payable, whether at maturity or by prior redemption in the case of the Bonds, at the designated office for payment of the Registrar. The interest on each Bond shall be payable as provided in the Form of Bond by check payable on the Interest Payment Date, mailed by the Registrar on or before each Interest Payment Date to the Registered Owner as shown on the Register on the Record Date or, at the request of a Registered Owner, and at the Registered Owner's risk and expense, in such other manner as may be acceptable to the Registered Owner and the Registrar. Any accrued interest payable at maturity or earlier redemption, in the case of the Bonds, shall be paid upon presentation and surrender of the Bond to which such interest appertains.

If the date for payment on any Bond is a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions are authorized by law or executive order to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

SECTION 3.05. SUCCESSOR REGISTRARS. The District covenants that at all times while any Bonds are outstanding it will provide a bank, trust company, financial institution or other entity duly qualified and duly authorized to act as Registrar for the Bonds. The District reserves the right to change the Registrar on not less than 30 days written notice to the Registrar, so long as any such notice is effective at such time as to not disrupt payment on the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Registered Owner, by United States mail, first-class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

SECTION 3.06. SPECIAL RECORD DATE. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for 30 days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the District. Such Special Record Date shall be 15 days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first-class, postage prepaid, not later than 5 days prior to the Special Record Date, to each affected Registered Owner of record as of the close of business on the day prior to the mailing of such notice.

SECTION 3.07. REGISTERED OWNERS. The District, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute

Registered Owner of such Bond for the purpose of making payment of principal or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the District, nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Bond in accordance with this Section 3.07 shall be valid and effectual and shall discharge the liability of the District and the Registrar upon such Bond to the extent of the sums paid.

SECTION 3.08. EXECUTION OF BONDS. The Bonds shall be signed on behalf of the District by the President or Vice President of the Board of Directors and attested by the Secretary or Assistant Secretary, by their manual, lithographed, or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. The facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and the facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds. If any officer of the District whose manual or facsimile signature appears on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

SECTION 3.09. AUTHENTICATION. The Initial Bond shall bear thereon a certificate of registration of the Comptroller of Public Accounts of the State of Texas, substantially in the form provided in Section 6.02 of this Bond Order, manually executed by the Comptroller or a duly authorized deputy. All other Bonds shall bear a certificate of authentication, substantially in the form provided in Section 6.03 of this Bond Order, manually executed by an authorized officer of the Registrar. No Bond shall be valid or obligatory for any purpose unless either the registration certificate of the Comptroller or the authentication certificate of the Registrar has been signed by a duly authorized officer thereof.

SECTION 3.10. BOOK-ENTRY-ONLY PROVISIONS. (a) Book-Entry-Only System. The Bonds issued in exchange for the Initial Bond shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (b) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant

or any person, other than a Registered Owner, as shown in the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Bond Order to the contrary, but to the extent permitted by law, the District and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Register as provided in this Bond Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the District to make payments of principal, and interest pursuant to this Bond Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Bond Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Bond Order shall refer to such new nominee of DTC.

(b) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the District determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bonds, the District shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Bond Order.

(c) Payments to Cede & Co. Notwithstanding any other provision of this Bond Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations of the District to DTC.

(d) DTC Blanket Letter of Representations. The District confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

(e) Cancellation of Initial Bond. On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the Initial

Purchaser of the Bonds or its designee set forth in Section 15.01 of this Bond Order, executed by manual or facsimile signature of the President or Vice-President and Secretary or Assistant Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such Initial Purchaser or its designee set forth in Section 15.01 of this Bond Order. Upon payment for the Initial Bond, the Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such Initial Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all the Bonds for such maturity.

ARTICLE FOUR

REGISTRATION, TRANSFER, AND EXCHANGE

SECTION 4.01. REGISTRATION, TRANSFER, AND EXCHANGE. So long as any Bonds remain outstanding, the Registrar shall keep at its designated office for payment the Register, in which, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Bond Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the designated office for payment of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or an authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond for transfer, the Registrar shall authenticate and deliver in exchange therefor, within 72 hours after such presentation, a new Bond or Bonds of the same type, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount, and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the designated office for payment of the Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section 4.01. Each Bond delivered in accordance with this Section 4.01 shall be entitled to the benefits and security of this Bond Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or the Registrar may require the Registered Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the District.

SECTION 4.02. MUTILATED, LOST, OR STOLEN BONDS. Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently

destroyed, or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Bond of like amount, bearing a number not contemporaneously outstanding.

The District or the Registrar may require the Registered Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including apparently destroyed, or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Bond of like amount, bearing a number not contemporaneously outstanding.

The District or the Registrar may require the Registered Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The District or the Registrar may require the Registered Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (a) furnish to the District and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (b) furnish such security or indemnity as may be required by the Registrar and the District to save them harmless;
- (c) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (d) meet any other reasonable requirements of the District and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond which such replacement Bond was issued presents for payment such original Bond, the District and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section 4.02 shall be entitled to the benefits and security of this Bond Order to the same extent as the Bond or Bonds in lieu of which such replacement is delivered.

SECTION 4.03. CANCELLATION OF BONDS. All Bonds paid in accordance with this Bond Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated, registered, and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange, or replacement. This Registrar shall furnish the District with appropriate certificates of destruction of such Bonds.

ARTICLE FIVE

REDEMPTION OF BONDS BEFORE MATURITY

SECTION 5.01. REDEMPTION OF BONDS. The District reserves the right, at its option, to redeem the Bonds as set forth in the FORM OF BOND in Section 6.01.

ARTICLE SIX

FORM OF BOND AND CERTIFICATES

SECTION 6.01. FORM OF BOND. The Bonds authorized by this Bond Order shall be in substantially the following Form, with such omissions, insertions, and variations, including variations in form, spacing, and style, as may be necessary and desirable and consistent with the terms of this Bond Order. The District shall provide sufficient printed bond forms, duly executed by the District, to the Registrar for registration, authentication, and delivery of the Bonds in accordance with the provisions of this Bond Order.

FORM OF BOND

**UNITED STATES OF AMERICA
STATE OF TEXAS**

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
UNLIMITED TAX BOND
SERIES 2019**

NO. R-

**PRINCIPAL
AMOUNT
\$ _____**

INTEREST RATE

DATE OF BONDS

MATURITY DATE

CUSIP NO.

December 19, 2019

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, Reunion Ranch Water Control and Improvement District (the "District"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assign (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon calculated on the basis of a 360 day year of twelve 30 day months, from the date of initial delivery of the Bonds, on August 15, 2020, and semiannually on each February 15 and August 15 thereafter (an "Interest Payment Date") to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the Interest Payment Date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following Interest Payment Date, in which case such principal amount shall bear interest from such next following Interest Payment Date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the District and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity at BOKF, NA which is the "Registrar" or "Paying Agent/Registrar" for this Bond at its designated office for payment in Austin, Texas. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each Interest Payment Date by check or draft, dated as of such Interest Payment Date, drawn by the Registrar on, and payable solely from, funds of the District required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Registrar by United States mail, first-class postage prepaid, on or before each such Interest Payment Date, to the Registered Owner hereof, at its address as it appeared on the last calendar day of the month (whether or not a business day) next preceding each such date (the "Record Date") on the Register kept by the Registrar listing the names and addresses of the Registered Owners (the "Register"). In addition, interest may be paid by such other method, acceptable to the Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 calendar days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 calendar days after the Special Record Date) shall be sent at least 5 business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner as it appears on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the District and the securities depository.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the designated office for payment of the Paying Agent/Registrar. The District covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date, and any redemption date for this Bond it will make available to the Registrar, from the "Debt Service Fund" the creation of which is affirmed by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment due on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the designated office for payment of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated as of December 19, 2019 and authorized to be issued pursuant to the Bond Order adopted by the Board of Directors of the District in the principal amount of **\$5,000,000 PURSUANT TO THE BOND ELECTION AND COMMISSION ORDER FOR THE PURPOSE OF FINANCING THE DISTRICT'S SHARE OF: (I) IMPACT FEES FOR 2017, 2018, AND 2019; (II) WATER, WASTEWATER AND DRAINAGE FACILITIES TO SERVE REUNION RANCH PHASE 2 – SECTION 5 (WATER AND DRAINAGE ONLY), AND REUNION RANCH PHASE 3 – SECTION 1; AND (III) PAY CERTAIN ENGINEERING COSTS AND COSTS ASSOCIATED WITH THE ISSUANCE OF THE BONDS.**

ON AUGUST 15, 2024 OR ON ANY DATE THEREAFTER, the Bonds maturing on and after August 15, 2025 may be redeemed prior to their scheduled maturities, at the option of the District, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the District, and if less than all of a maturity is to be redeemed the Registrar shall determine by lot the Bonds, or portions thereof within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000 of principal amount).

THE BONDS MATURING ON August 15 in the years 2031, 2033, 2035, 2037, 2039 and 2044 are subject to mandatory sinking fund redemption by lot prior to maturity in the

following amounts on the following dates and at a price of par plus accrued interest to the redemption date ("Term Bonds").

Term Bonds Maturing on August 15, 2031*

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 2030	\$180,000
August 15, 2031*	185,000

*Stated Maturity

Term Bonds Maturing on August 15, 2033*

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 2032	\$190,000
August 15, 2033*	200,000

*Stated Maturity

Term Bonds Maturing on August 15, 2035*

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 2034	\$205,000
August 15, 2035*	215,000

*Stated Maturity

Term Bonds Maturing on August 15, 2037*

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 2036	\$220,000
August 15, 2037*	230,000

*Stated Maturity

Term Bonds Maturing on August 15, 2039*

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 2038	\$235,000
August 15, 2039*	245,000

*Stated Maturity

Term Bonds Maturing on August 15, 2044*

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 2040	\$255,000
August 15, 2041	260,000
August 15, 2042	270,000
August 15, 2043	280,000
August 15, 2044*	290,000

*Stated Maturity

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the District by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with monies in the Debt Service Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

AT LEAST 30 calendar days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Register on the 45th calendar day prior to such redemption date at least 30 days prior to the date fixed for redemption and to major securities depositories and bond information services. By the date fixed for any such redemption due provision shall be made with the Registrar for the payment of the required redemption price for the Bonds or portions for which such payment is made, all as provided above. The Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any authorized denomination or denominations, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the District, all as provided in the Bond Order.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed

shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the District, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the principal denomination in the case of the Bonds, of any integral multiple of \$5,000. As provided in the Bond Order, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The Form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the District. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Registrar shall not be required to make any such transfer, conversion or exchange of any Bond or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or Interest Payment Date or (ii) within 45 calendar days prior to its redemption date; provided, however, such limitation on transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the

requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Registrar for the Bonds is changed by the District, resigns, or otherwise ceases to act as such, the District has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

THE BONDS are payable from the proceeds of an ad valorem tax, without legal limit as to rate or amount, levied upon all taxable property within the District. The Bond Order provides that the District reserves the right to consolidate with one or more conservation and reclamation districts, to consolidate its waterworks and sewer systems with the systems of such districts. The Bond Order further provides that the pledge of taxes, to the payment of the Bonds shall terminate at such time, if ever, as (i) money and/or Defeasance Securities are deposited with or made available to the Registrar in accordance with the Bond Order or (ii) a city dissolves the District, and assumes the obligations of the District pursuant to existing Texas law.

THE BONDS are issued pursuant to the Bond Order, whereunder the District covenants to levy a continuing direct annual ad valorem tax, without legal limit as to rate or amount, on all taxable property within the District, for each year while any part of the Bonds are considered outstanding under the provisions of the Bond Order, in sufficient amount, together with revenues and receipts available from other sources which are equally available for such purposes, to pay interest on the Bonds as it becomes due, to provide a sinking fund for the payment of the principal of the Bonds when due or the redemption price at any earlier required redemption date with respect to the Bonds, and to pay the expenses of assessing and collecting such tax, all as more specifically provided in the Bond Order. Reference is hereby made to the Bond Order for provisions with respect to the operation and maintenance of the District's facilities, the custody and application of funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Registered Owners of the Bonds. By acceptance of this Bond the Registered Owner hereof consents to all of the provisions of the Bond Order, a certified copy of which is on file in the office of the District.

THE OBLIGATION to pay the principal of and the interest on this Bond is solely and exclusively the obligation of the District until such time, if ever, as the District is abolished and this Bond is assumed as described above. No other entity, including the State of Texas, any political subdivision thereof other than the District, or any other public or private body, is obligated, directly, indirectly, contingently, or in any other manner, to pay the principal of or the interest on this Bond from any source whatsoever. No part of the physical properties of the District, including the properties provided by the proceeds of the Bonds, is encumbered by any lien for the benefit of the Registered Owner of this Bond.

THE DISTRICT RESERVES THE RIGHT to issue additional bonds heretofore or hereafter duly authorized at elections held in the District payable from a lien on and pledge of taxes; revenue bonds, notes and other obligations payable solely from revenues of the District or

revenues to be received under contracts with other persons, including private corporations, municipalities and political subdivisions or from any other source. The District further reserves the right to issue refunding bonds in any manner permitted by law to refund any bonds (including the Bonds) at or prior to their respective dates of maturity or redemption.

TO THE EXTENT permitted by and in the manner provided in the Bond Order, the terms and provisions of the Bond Order and the rights of the Registered Owners of the Bonds may be modified with, in certain circumstances, the consent of the Registered Owners of a majority in aggregate principal amount of the Bonds affected thereby; provided, however, that, without the consent of the Registered Owners of all of the Bonds affected, no such modification shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of the Bonds required for consent to any such modification.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Bond Order unless this Bond either (a) is registered by the Comptroller of Public Accounts of the State of Texas as evidenced by execution of the registration certificate endorsed hereon or (b) is authenticated as evidenced by execution of the authentication certificate endorsed hereon by the Registrar.

IT IS FURTHER CERTIFIED that the District has designated the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Internal Revenue Code of 1986.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things necessary to be done precedent to the issuance of the Bonds in order to render the same legal, valid, and binding obligations of the District have happened and have been accomplished and performed in regular and due time, form, and manner, as required by law; that provision has been made for the payment of the principal of and interest on the Bonds by the levy of a continuing, direct annual ad valorem tax upon all taxable property within the District and that issuance of the Bonds does not exceed any constitutional or statutory limitation. In the event that any provisions herein contained do or would, presently or prospectively, operate to make any part hereof void or voidable, such provisions shall be without effect or prejudice to the remaining provisions hereof, which shall nevertheless remain operative, and such violative provisions, if any, shall be reformed by a court of competent jurisdiction within the limits of the laws of the State of Texas.

IN WITNESS WHEREOF, the District has caused this Bond to be signed with the manual or facsimile signature of the President or Vice President of the Board of Directors of the District and countersigned with the manual or facsimile signature of the Secretary or Assistant Secretary of the Board of Directors of the District, and has caused the official seal of the District to be duly impressed, or placed in facsimile, on this Bond.

**REUNION RANCH WATER CONTROL
AND IMPROVEMENT DISTRICT**

Secretary, Board of Directors

President, Board of Directors

(SEAL)

INSERTIONS FOR THE INITIAL BOND

The Initial Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED BELOW, the Reunion Ranch Water Control and Improvement District (the "District"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year of Maturity</u>	<u>Amount Maturing</u>	<u>Interest Rate</u>
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(Information from Section 3.03 to be inserted)

The District promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the initial date of delivery of the Bonds, at the respective Interest Rate per annum specified above. Interest is payable on August 15, 2019 and semiannually on each February 15 and August 15 thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being

exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

SECTION 6.02. REGISTRATION OF INITIAL BOND BY STATE COMPTROLLER AND CERTIFICATE. The Initial Bond shall be registered by the Comptroller of Public Accounts of the State of Texas as provided by law. The registration certificate of the Comptroller of Public Accounts of the State of Texas shall be printed on the face of the Initial Bond and shall be in substantially the following form:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

SECTION 6.03. FORM OF AUTHENTICATION CERTIFICATE. The following form of authentication certificate shall be printed on the face of each of the Bonds other than the Initial Bond:

**PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)**

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated:

BOKF, NA
Registrar

By _____
Authorized Representative

SECTION 6.04. FORM OF ASSIGNMENT. A form of assignment shall be printed on the back of each of the Bonds and shall be in substantially the following form:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

SECTION 6.05. CUSIP REGISTRATION. The President of the Board of Directors may secure the printing of identification numbers on the Bonds through the CUSIP Service Bureau.

SECTION 6.06. LEGAL OPINION AND BOND INSURANCE. The approving opinion of McCall, Parkhurst & Horton L.L.P., Austin, Texas, may be printed on the back of the Bonds over the certification of the Secretary or Assistant Secretary of the Board of Directors

which may be executed in facsimile. In addition, if any bond insurance is obtained, any statement of insurance may be placed on the Bonds.

ARTICLE SEVEN

SECURITY OF THE BONDS

SECTION 7.01. SECURITY OF BONDS AND PERFECTION OF LIEN. The Bonds are secured by and payable from the levy of a continuing, direct annual ad valorem tax, without legal limitation as to rate or amount, upon all taxable property within the District.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the District under this Bond Order, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of ad valorem taxes granted by the District under this Bond Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the District agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

SECTION 7.02. LEVY OF TAX. To pay the interest on the Bonds, and to create a sinking fund for the payment of the principal thereof when due, and to pay the expenses of assessing and collecting such taxes, there is hereby levied, and there shall be assessed and collected in due time, a continuing, direct annual ad valorem tax without limit as to rate or amount on all taxable property in the District for each year while any of the Bonds are outstanding. All of the proceeds of such collections, except expenses incurred in that connection, shall be paid into the Debt Service Fund, and the aforementioned tax and such payments into such fund shall continue until the Bonds and the interest thereon have been fully paid and discharged, and such proceeds shall be used for such purposes and no other. While said Bonds, or any of them, are outstanding and unpaid, an ad valorem tax will be ample and sufficient to provide funds to pay the interest on said Bonds and to provide the necessary sinking fund to pay the principal when due, full allowance being made for delinquencies and costs of collection, together with revenues and receipts from other sources that are legally available for such purpose, shall be levied and collected and applied to the payment of principal and interest on the Bonds, as follows:

(a) By September 1 in each year, or as soon thereafter as practicable, the Board shall consider the taxable property in the District and determine the actual rate per \$100 valuation of taxable property which is to be levied in that year and levy the tax against all taxable property in the District.

(b) In determining the actual rate to be levied in each year, the Board shall consider among other things:

(i) the amount which should be levied for maintenance and operation purposes;

(ii) the amount which should be levied for the payment of principal, interest, and redemption price of each series of bonds or notes payable in whole or in part from taxes;

(iii) the amount which should be levied for the purpose of paying all other contractual obligations of the District payable in whole or in part from taxes; and

(iv) the percentage of anticipated tax collections and the cost of collecting the taxes.

(c) In determining the amount of taxes which should be levied each year, the Board shall consider whether proceeds from the sale of Bonds have been placed in the Debt Service Fund to pay interest on the Bonds and whether the Board reasonably expects to have revenue or receipts available from other sources which are legally available to pay debt service on the Bonds.

SECTION 7.03. PAYMENT OF BONDS AND PERFORMANCE OF OBLIGATIONS. The District covenants to pay promptly the principal of and interest on the Bonds as the same become due and payable, whether at maturity or by prior redemption, in accordance with the terms of the Bonds and this Bond Order, and to keep and perform faithfully all of its covenants, undertakings, and agreements contained in this Bond Order, or in any Bond executed, authenticated, and delivered hereunder.

SECTION 7.04. CONSOLIDATION OR DISSOLUTION OF DISTRICT. To the extent provided by law, the pledge of taxes set forth in Section 7.02 will terminate if a city takes over all properties and assets, assumes all debts, liabilities, and obligations, and performs all functions and services of the District, and the District is abolished pursuant to law.

The laws of the State of Texas permit the District to be consolidated with one or more conservation and reclamation districts. In the event the District is consolidated with another district or districts, the District reserves the right to:

(i) Consolidate the System with a similar system of one or more Districts with which the District is consolidating and operate and maintain the systems as one consolidated system (herein for purposes of this section the "Consolidated System").

(ii) Apply the net revenues from the operation of the Consolidated System to the payment of principal, interest, redemption price and bank charges on the revenue bonds or the combination tax and revenue bonds (herein for purposes of this section the "Revenue Bonds") of

the District and of the district or districts with which the District is consolidating (herein collectively the "Consolidating Districts") without preference to any series of bonds (except subordinate lien revenue bonds which shall continue to be subordinate to the first lien Revenue Bonds of the Consolidating Districts).

(iii) Pledge the net revenues of the Consolidated System to the payment of principal, interest, redemption price and bank charges on Revenue Bonds which may be issued by the Consolidating Districts on a parity with the outstanding first lien Revenue Bonds of the Consolidating Districts.

ARTICLE EIGHT

FLOW OF FUNDS AND INVESTMENTS

SECTION 8.01. CREATION OF FUNDS. The Debt Service Fund, the Operating Fund and the Series 2019 Capital Projects Fund are hereby created or confirmed. The Debt Service Fund shall be kept separate and apart from all other funds of the District. The Debt Service Fund shall constitute a trust fund which shall be held in trust for the benefit of the owners of the Bonds. All other funds shall be used solely as provided in this Bond Order until all of the Bonds have been retired, both as to principal and interest.

SECTION 8.02. OPERATING FUND. The Operating Fund shall comprise the fund of the District for operating and maintaining the System and paying general and administrative expenses of the District. The District shall deposit to the credit of the Operating Fund all income or increment which may grow out of the ownership and operation of the System unless derived from contracts with other persons, including private corporations, municipalities, and political subdivisions which, under the terms of the authorizing orders, may be pledged for the requirements of the District's revenue bonds issued particularly to finance the facilities needed in performing any such contracts, and the District may deposit to the credit of the Operating Fund such other income or receipts of the District not otherwise required to be applied by this Bond Order. The Operating Fund shall be used solely to (i) pay all reasonable expenses of the administration, efficient operation, and adequate maintenance of the System, (ii) transfer from time to time any excess to the credit of the Debt Service Fund when needed to pay the obligations of the District payable therefrom, and (iii) pay any other expense of the District to the extent the balance of the Debt Service Fund and tax collections available for deposit thereto are sufficient to pay when due the obligations of the District payable from the Debt Service Fund.

SECTION 8.03 SERIES 2019 CAPITAL PROJECTS FUND. The Series 2019 Capital Projects Fund shall comprise a capital improvements fund of the District. The District shall deposit to the credit of the Series 2019 Capital Projects Fund the balance of the proceeds of the Bonds remaining after the deposits to the Debt Service Fund provided in Section 9.02 of this Bond Order. The Series 2019 Capital Projects Fund shall be applied solely to pay (i) the costs necessary or appropriate to accomplish such of the purposes for which the Bonds are issued as

approved by the Commission with any surplus proceeds applied in accordance with the Bond Election and subject to the Commission's further approval or as authorized by Commission rules and (ii) the costs of issuing the Bonds. Interest earnings derived from the investment of proceeds from the sale of the Bonds deposited in the Series 2019 Capital Projects Fund shall be used for the purpose for which the Bonds are issued; provided that after completion of the purposes set forth in Section 3.01 of this Bond Order any interest earnings remaining on hand shall be deposited in the Debt Service Fund.

SECTION 8.04 SECURITY OF FUNDS. Any cash balance in any fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor shall be continuously secured in the manner provided by State law for the security of funds.

SECTION 8.05. DEBT SERVICE FUND. The District shall deposit or cause to be deposited into the Debt Service Fund the aggregate of the following at the time specified:

(a) As soon as practicable after the Bonds are sold, accrued interest on the Bonds from their date to the date of their delivery, if any, and capitalized interest on the Bonds, if any; and

(b) The proceeds from collection of the ad valorem taxes levied, assessed and collected for and on account of the Bonds pursuant to Section 7.02 hereof, less costs of collection, as collected.

(c) On or before the date for payment of the principal and/or Interest Payment Date on the Bonds, the Board of Directors shall cause the transfer of moneys out of the Debt Service Fund to the Registrar in an amount not less than that which is sufficient to pay the principal which matures on such date and the interest which accrues on such date. The District shall pay fees and charges of the Registrar for its services as paying agent and registrar for the Bonds from the Debt Service Fund.

SECTION 8.06. INVESTMENTS; EARNINGS. Moneys deposited into the Debt Service Fund, the Operating Fund and the Series 2019 Capital Projects Fund and any other fund or funds which the District may lawfully create may be invested or reinvested in Authorized Investments. All investments and any profits realized from and interest accruing on investments made from any fund may be transferred to the Debt Service Fund. If any moneys are so invested, the District shall have the right to have sold in the open market a sufficient amount of such investments to meet its obligations in the event any fund does not have sufficient uninvested funds on hand to meet the obligations payable out of such fund. After such sale the moneys resulting therefrom shall belong to the fund from which the moneys for such investments were initially taken. The District shall not be responsible to the Registered Owners for any loss arising out of the sale of any investments.

ARTICLE NINE

APPLICATION OF BOND PROCEEDS

SECTION 9.01. BOND PROCEEDS. Proceeds from the sale of the Bonds will be disbursed in accordance with this Article.

SECTION 9.02. ACCRUED AND CAPITALIZED INTEREST. Moneys received from the Initial Purchaser of the Bonds representing accrued interest on the Bonds from their date to the date of their actual delivery, if any, shall be deposited into the Debt Service Fund. In addition, proceeds of the Bonds representing capitalized interest, if any, shall be deposited into the Debt Service Fund.

SECTION 9.03. CAPITAL PROJECTS. Proceeds of the Bonds necessary to complete the purposes set forth in Section 3.01 herein and to pay the costs of issuance of the Bonds shall be deposited in the Series 2019 Capital Projects Fund. Any surplus bond proceeds after completion of the projects authorized in the Commission Order, shall be applied in accordance with the Bond Election and subject to the Commission's approval or as authorized by Commission rules.

ARTICLE TEN

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

SECTION 10.01. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and

not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code

and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the President or Vice President to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the issuer shall not be obligated to comply with this covenant

if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

(g) Designation as Qualified Tax-Exempt Bonds. The Issuer hereby designates the Bonds as "qualified tax-exempt bonds" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Bonds are issued, the Issuer (including any subordinate entities) has not designated nor will designate bonds, which when aggregated with the Bonds, will result in more than \$10,000,000 of "qualified tax-exempt bonds" being issued; (b) that the Issuer reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Bonds are issued, by the Issuer (or any subordinate entities) will not exceed \$10,000,000; and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Bonds will not be considered "private activity bonds" within the meaning of section 141 of the Code.

ARTICLE ELEVEN

ADDITIONAL BONDS AND REFUNDING BONDS

SECTION 11.01. ADDITIONAL BONDS. The District expressly reserves the right to issue, in one or more installments, for the purpose of purchasing, constructing, acquiring, owning, operating, maintaining, repairing, improving, or extending the System, or for any other lawful purpose:

(a) the unissued unlimited tax bonds which were authorized pursuant to the Bond Election; and

(b) such other unlimited tax bonds as may hereafter be authorized at subsequent elections.

SECTION 11.02. OTHER BONDS AND OBLIGATIONS. The District further reserves the right to issue combination unlimited tax and revenue bonds, if authorized by election, and such other bonds or other obligations as may be lawfully issued by the District including any obligations issued for special projects or defined areas.

SECTION 11.03. REFUNDING BONDS. The District further reserves the right to issue refunding bonds in any manner permitted by law to refund the Bonds, and any outstanding bonds, any additional bonds, or any other obligations issued by the District, at or prior to their respective dates of maturity or redemption.

ARTICLE TWELVE

DEFAULT PROVISIONS

SECTION 12.01. DEFAULT AND REMEDIES.

(a) *Events of Default.*

Each of the following occurrences or events for the purpose of this Bond Order is hereby declared to be an "Event of Default":

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the District, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Bond Order, and, if such default is capable of cure, the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the District.

(b) *Remedies for Event of Default.*

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the District, or any official, officer or employee of the District in its official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Bond Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then Outstanding.

(c) ***Remedies Not Exclusive.***

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Bond Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Bond Order.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Bond Order, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Bond Order do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the District or the Board of Directors.

(iv) None of the members of the Board of Directors, nor any other official or officer, agent, or employee of the District, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Bond Order, or because of any Event of Default or alleged Event of Default under this Bond Order.

SECTION 12.02. BOND ORDER IS CONTRACT. In consideration of the purchase and acceptance of the Bonds authorized to be issued hereunder by the Registered Owners, the provisions of this Bond Order shall be deemed to be and shall constitute a contract between the District and the Registered Owners; and the covenants and agreements herein set forth to be performed on behalf of the District shall be for the equal benefit, protection, and security of each of the Registered Owners. The Bonds, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority, or distinction of any Bond over any other, except as expressly provided herein.

ARTICLE THIRTEEN

DISCHARGE BY DEPOSIT

SECTION 13.01. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Bond Order, except to the extent

provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the District with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Bond Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Bond Order. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the Board of Directors also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be turned over to the Board of Directors.

(c) Notwithstanding any provision of any other Section of this Bond Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the District shall make proper arrangements to provide and pay for such services as required by this Bond Order.

(d) Notwithstanding anything elsewhere in this Bond Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust

company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the District retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of the order authorizing its issuance, the District may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

ARTICLE FOURTEEN

MISCELLANEOUS PROVISIONS

SECTION 14.01. DISTRICT'S SUCCESSORS AND ASSIGNS. Whenever in this Bond Order the District is named and referred to, it shall be deemed to include its successors and assigns, and all covenants and agreements in this Bond Order by or on behalf of the District, except as otherwise provided herein, shall bind and inure to the benefit of its successors and assigns whether or not so expressed.

SECTION 14.02. NO RECOURSE AGAINST DISTRICT OFFICERS OR DIRECTORS. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Bond Order against any officer or director of the District or any person executing the Bonds.

SECTION 14.03. REGISTRAR. The Registrar shall act as agent for the payment of principal of and interest on the Bonds and shall maintain the Register for the Bonds, all in accordance with the terms of this Bond Order. If the Registrar or its successor becomes unable for any reason to act as Registrar hereunder, or if the Board of Directors of the District determines that a successor Registrar should be appointed, a successor Registrar shall be selected by the District. Any successor Registrar shall be either a bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve and perform the duties as paying agent and registrar for the Bonds.

SECTION 14.04. REGISTRAR MAY OWN BONDS. The Registrar, in its individual or any other capacity, may become the owner or pledgee of the Bonds with the same rights it would have if it were not Registrar.

SECTION 14.05. BENEFITS OF PROVISIONS. Nothing in this Bond Order or in the Bonds, expressed or implied, shall give or be construed to give any person, firm, or

corporation, other than the District, the Registrar, and the Registered Owners, any legal or equitable right or claim under or in respect of this Bond Order, or under any covenant, condition, or provision herein contained, all the covenants, conditions, and provisions contained in this Bond Order or in the Bonds being for the sole benefit of the District, the Registrar, and the Registered Owners.

SECTION 14.06. UNAVAILABILITY OF AUTHORIZED PUBLICATION. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Bond Order shall be given in such other manner and at such time or times as in the judgment of the District shall most effectively approximate such required publication, and the giving of such notice in such manner shall for all purposes of this Bond Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 14.07. SEVERABILITY CLAUSE. If any word, phrase, clause, sentence, paragraph, section, or other part of this Bond Order, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Bond Order and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Bond Order to any other persons or circumstances shall not be affected thereby.

SECTION 14.08. ACCOUNTING. The District will keep proper records and accounts regarding the levy and collection of taxes, which records and accounts will be made available to any Registered Owner on reasonable request. Each year while any of the Bonds are outstanding, the District shall have an audit of its books and accounts by a certified public accountant or firm of certified public accountants, based on its Fiscal year, and copies of such audits will be made available to any Registered Owner upon request.

ARTICLE FIFTEEN

**SALE AND DELIVERY OF BONDS
AND APPROVAL OF DOCUMENTS**

SECTION 15.01. SALE OF BONDS. The Bonds are hereby sold, pursuant to the taking of public bids therefor, on this date, and shall be delivered to Robert W. Baird & Co., Inc. (the "Initial Purchaser") at a price of 97.773% of the par amount. The Board hereby finds and determines that the net effective interest rate on the Bonds, as calculated pursuant to Chapter 1204, Texas Government Code, as amended is 2.975520%. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable and the Initial Purchaser's sealed bid produced the lowest net effective interest rate to the District as required by Section 49.183, Texas Water Code, as amended. The Initial Bond shall be registered in the name of Cede & Co.

SECTION 15.02. APPROVAL, REGISTRATION, AND DELIVERY. The President of the Board of Directors of the District and representatives of McCall, Parkhurst & Horton L.L.P. are hereby authorized and directed to submit the Initial Bond and a transcript of the proceedings relating to the issuance of the Bonds to the Attorney General of the State of Texas for approval and, following said approval, to submit the Initial Bond to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of the Initial Bond, the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's registration certificate prescribed herein to be printed and endorsed on the Initial Bond, and the seal of the Comptroller shall be impressed or placed in facsimile on the Initial Bond. After the Initial Bond has been registered, signed, and sealed by the Comptroller, it shall be delivered to the Initial Purchaser, but only upon receipt of the full purchase price.

SECTION 15.03 APPROVAL OF OFFERING DOCUMENTS AND PAYING AGENT/REGISTRAR AGREEMENT. A "Notice of Sale and Bidding Instructions", an "Official Bid Form", and a "Preliminary Official Statement", dated November 5, 2019, were prepared and distributed in connection with the sale of the Bonds (said documents are hereinafter referred to as the "Offering Documents"). Said Offering Documents, and any addenda, supplement, or amendment thereto, are hereby approved by the Board of Directors of the District, and their use in the offer and sale of the Bonds is hereby approved.

The Paying Agent/Registrar Agreement by and between the District and BOKF, NA, ("Paying Agent Agreement") in substantially the form and substance attached hereto as Exhibit "A" is hereby approved and the President or Vice President is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement, as necessary and the Secretary or Assistant Secretary is authorized and directed to attest such agreement.

ARTICLE SIXTEEN

OPEN MEETING AND EFFECTIVE DATE

SECTION 16.01. OPEN MEETING. The Board of Directors officially finds, determines, and declares that this Bond Order was reviewed, carefully considered, and adopted at a meeting of the Board, and that a sufficient written notice of the date, hour, place, and subject of this meeting was posted as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Bond Order and the subject matter hereof has been discussed, considered, and acted upon. The Board of Directors further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 16.02. EFFECTIVE DATE OF BOND ORDER. This Bond Order shall take effect and be in full force and effect upon and after its passage.

ARTICLE SEVENTEEN

AMENDMENTS

SECTION 17.01. AMENDMENTS. (a) Amendment with Consent of Owners of 51% of Bonds. The owners of 51% in aggregate principal amount of then outstanding Bonds shall have the right from time to time to approve any amendment to this Bond Order which may be deemed necessary or desirable by the District; provided however, that, other than as permitted by subsection (f) of this Section 17.01, nothing herein contained shall permit or be construed to permit the amendment, without the consent of the owner of each of the outstanding Bonds affected thereby, of the terms and conditions of this Bond Order or the Bonds so as to:

- (1) change debt service requirements, interest payment dates or the maturity or maturities of the outstanding Bonds;
- (2) reduce the rate of interest borne by any of the outstanding Bonds;
- (3) reduce the amount of the principal of, redemption premium, if any, or interest on the outstanding Bonds or impose any conditions with respect to such payments;
- (4) modify the terms of payment of principal of, redemption premium, if any, or interest on the outstanding Bonds, or impose any conditions with respect to such payments;
- (5) affect the right of the Registered Owners of less than all of the Bonds then outstanding; or
- (6) decrease the minimum percentage of the principal amount of Bonds necessary for consent to any such amendment.

(b) Notice of Amendment. If at any time the District shall desire to amend this Bond Order it may cause a written notice of the proposed amendment to be published at least once on a business day in a financial newspaper, journal, or publication of general circulation in the City of New York, New York, or in the State of Texas. If, because of temporary or permanent suspension of the publication or general circulation of all such newspapers, journals, or publications, it is impossible or impractical to publish such notice in the manner provided herein, then such publication in lieu thereof as shall be made by the Registrar shall constitute a sufficient publication of notice. In addition to such publication, the Registrar shall cause a written notice of the proposed amendment to be given by registered or certified mail to Registered Owners of the Bonds as shown on the Register maintained by the Registrar; provided, however, that failure to receive such written notice of the proposed amendment, or any defect therein or in the mailing thereof, shall not affect the validity of any proceeding in connection with, or the adoption of, such amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Registrar for inspection by all Registered Owners of Bonds.

(c) Consent to Amendment. Whenever at any time not less than 30 days, and within one year, from the date of the first publication of said notice or other services of written notice the District shall receive an instrument or instruments executed by the Registered Owners of at least 51% in aggregate principal amount of all Bonds then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and shall specifically consent to and approve such amendment, the District may adopt the amendatory resolution or order in substantially the same form.

(d) Effect of Amendment. Upon the adoption of any amendatory resolution or order pursuant to the provisions of this Section, this Bond Order shall be deemed to be amended in accordance with such amendatory resolution or order, and the respective rights, duties, and obligations under such amendatory resolution or order of all the Registered Owners shall thereafter be determined and exercised subject in all respects to such amendments.

(e) Consent of Registered Owners. Any consent given by a Registered Owners pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the Bonds during such period. Such consent may be revoked by the Registered Owner who gave such consent at any time after six months from the date of the first giving of such notice, or by a successor in title, by filing notice thereof with the Registrar and the District, but such revocation shall not be effective if the Registered Owners of 51% in aggregate principal amount of the then outstanding Bonds have, prior to the attempted revocation, consented to and approved the amendment.

(f) Amendments Without Consent. Notwithstanding the provisions of (a) through (e) of this Section, and without notice of the proposed amendment and without the consent of the Registered Owners. The District may, at any time, amend this Bond Order to cure any ambiguity or to cure, correct, or supplement any defective or inconsistent provision contained therein, or to make any other change that does not in any respect materially and adversely affect the interest of the Registered Owners, provided that no such amendment shall be made contrary to the provision to Section 17.01 (a), and a duly certified or executed copy of each such amendment shall be filed with the Registrar.

ARTICLE EIGHTEEN

CONTINUING DISCLOSURE UNDERTAKING

Section 18.01. CONTINUING DISCLOSURE UNDERTAKING.

(a) Annual Reports. The District shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of any fiscal year, financial information and operating data with respect to the District of the general type included in the final Official Statement authorized by Section 15.03 of this Order, being the information described in Exhibit "B" hereto. Any financial statements to be so provided shall be (1) prepared

in accordance with the accounting principles described in Exhibit "B" hereto, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve months after any fiscal year end, then the District shall provide unaudited financial statements within such twelve-month period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Event Notices. The District shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, not in excess of ten (10) business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds;
- G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;

- H. Bond calls, if material within the meaning of the federal securities laws and tender offers;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the District;
- M. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws;
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws;
- O. Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
- P. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

The District shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with paragraph (a) of this section by the time required by such paragraph. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers and Amendments. The District shall be obligated to observe and perform the covenants specified in this section for so long as, but only for so long as, the District remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Section 13.01 of this Order that causes the Bonds no longer to be outstanding.

The provisions of this section are for the sole benefit of the Registered Owners of the Bonds, and nothing in this section, express or implied, shall give any benefit or any legal or equitable right, remedy or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements and notices which it has expressly agreed to provide pursuant to this section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition or prospects or hereby undertake to update any information provided in accordance with this section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE REGISTERED OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this section shall comprise a breach of or default under the Order for purposes of any other provision of this Order.

Should the Rule be amended to obligate the District to make filings with or provide notices to entities other than the MSRB, the District hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this section is intended or shall act to disclaim, waive or otherwise limit the duties of the District under federal and state securities laws.

The provisions of this section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law or a change in the identity, nature, status or type of operations of the District, but only if (1) the provisions of this section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the District so amends the provisions of this section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this section an explanation, in

narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The District may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

ARTICLE NINETEEN

OTHER ACTIONS

SECTION 19.01. OTHER ACTIONS. The President or Vice President and Secretary or Assistant Secretary of the Board of Directors of the District and all other officers, employees and agents of the District, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the District all instruments as may be necessary or desirable in order to carry out the terms and provisions of this Bond Order, the Bonds, the sale of the Bonds and the Official Statement. In addition, prior to the initial delivery of the Bonds, President, Vice President or Treasurer and Secretary or Assistant Secretary of the Board of Directors of the District, the District's Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Bond Order or to any of the instruments authorized and approved by this Bond Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Bond Order and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the bond insurer, if any, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office.

SECTION 19.02. PAYMENT OF ATTORNEY GENERAL FEE. The District hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the District's staff is hereby instructed to take the necessary measures to make this payment. The District is also authorized to reimburse the appropriate District funds for such payment from proceeds of the Bonds.

EXHIBIT "A"

PAYING AGENT/REGISTRAR AGREEMENT

[SEE SEPARATE TAB OF TRANSCRIPT]

EXHIBIT "B"

CONTINUING DISCLOSURE

Information of the general type included in the Official Statement in Appendix A and Tables 1 through 9.

Accounting Principles

The accounting and reporting policies of the District relating to the funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT entered into November 19, 2019 (this "Agreement") is between the **Reunion Ranch Water Control and Improvement District** (the "Issuer") and BOKF, NA, a national banking association duly organized and existing under the laws of the United States of America and qualified to transact business in the State of Texas (the "Bank").

RECITALS OF THE ISSUER

The Issuer has duly authorized and provided for the issuance of its "**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT UNLIMITED TAX BONDS, SERIES 2019**" (the "Securities"), dated December 19, 2019, in the aggregate original principal amount of \$5,000,000 to be issued as registered securities without coupons;

All things necessary to make the Securities the valid obligations of the Issuer, in accordance with their terms, will be taken upon the issuance and delivery thereof;

The Issuer is desirous that the Bank act as the "Paying Agent" of the Issuer in paying the principal, premium (if any) and interest on the Securities, in accordance with the terms thereof, and that the Bank act as "Registrar" for the Securities;

The Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the Issuer, in accordance with its terms, have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Securities, in order to pay, when due, the principal, premium (if any), and interest on all or any of the Securities to the Holders of the Securities, all in accordance with this Agreement and the Ordinance (defined below).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities.

The Bank hereby accepts its appointment, and has full power and authority and agrees to perform and serve as the Paying Agent and the Registrar.

Section 1.02 Compensation.

As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for political subdivisions, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year (defined below) of the Issuer and which shall be effective upon the first day of the following Fiscal Year. The Issuer will provide notice to the Bank of any change in the Issuer's Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance with any of the provisions of this Agreement (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

**ARTICLE TWO
DEFINITIONS**

Section 2.01 Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms, whenever the same appear in this Agreement without qualifying language, are defined to mean as follows:

"Acceleration Date" of any Security means the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Bank Office" means the corporate trust office of the Bank set forth on the signature page of this Agreement. The Bank will notify the Issuer, in writing, of any change in location of the Bank Office.

"Fiscal Year" means the fiscal year of the Issuer, which currently begins on October 1 and ends on September 30 of each year.

"Holder" and *"Security Holder"* each means a Person (defined below) in whose name a Security is registered in the Security Register.

"Issuer Request" and *"Issuer Order"* mean a written request or order signed in the name of the Issuer by an officer of the governing body and delivered to the Bank.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Ordinance" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, certified by the secretary of the governing body of the Issuer or any other officer of the Issuer, and delivered to the Bank.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all of a portion of the same obligation as that evidenced by such particular Security (and, for the purpose of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 of this Agreement and the Ordinance).

"Record Date" means the Record Date as defined in the Ordinance.

"Redemption Date" when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Securities" means the securities defined in the "Recitals of the Issuer" section of this Agreement.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration of Securities and of transfers, exchange and payment of Securities.

"Stated Maturity" means the date specified in the Ordinance as the fixed date on which the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions.

The terms "Bank," "Issuer," and "Security" have the meanings assigned to them in the opening paragraph of this Agreement or in the "Recitals of the Issuer" section of this Agreement.

The terms "Paying Agent," "Registrar" and "Paying Agent/Registrar" refer to the Bank in the performance of the duties and functions of this Agreement.

Section 2.03 Construction of Terms.

If appropriate in the context of this Agreement, words of the singular shall be considered to include the plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

**ARTICLE THREE
PAYING AGENT**

Section 3.01 Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due in accordance with the Ordinance. The Bank shall compute the amount of interest to be paid each Holder, and shall prepare and send a check in the amount by United States mail (first-class postage prepaid) on or prior to each interest payment date, to the Holder of each Security (or Predecessor Securities) whose name appears in the Security Register on the Record Date. Such checks shall be mailed in such manner to such Holder at the address for each such Holder appearing on the Security Register, or shall be transmitted to such Holder on each interest payment date by such other method acceptable to the Bank, requested in writing by, and at the risk and expense of the Holder.

Section 3.02 Payment Dates.

The Issuer hereby instructs the Bank to pay the principal and interest on the Securities at the dates specified in the Ordinance. The Issuer agrees to transfer or to cause to be transferred, in immediately available funds, to the Bank to pay principal and/or interest, either or both, by no later than 10:00 a.m. on the payment dates.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of and interest on each Security when due, by computing the amount of interest to be paid each Holder, preparing the checks and mailing the checks on the payment date, to the Holders of the Securities on the Record Date, addressed to their address appearing on the Security Register.

Section 3.03 Reporting Requirements.

To the extent required by the Internal Revenue Code of 1986 and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto, the Bank shall report or assure that a report is made to the Holder and the Internal Revenue Service, any amount of acquisition premium interest paid on, original issue discount or adjusted basis of the Security.

**ARTICLE FOUR
REGISTRAR**

Section 4.01 Transfer and Exchange.

The Bank agrees to keep and maintain at the Bank Office a Security Register in which, subject to such reasonable written regulations as the Issuer may prescribe (which regulations will be furnished to the Bank herewith or subsequent hereto by Issuer Order), will provide for the recording of the names and addresses of the Holder of the Securities, the registration of the Securities and for transfers, exchanges, and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holder and any other information as may be

reasonably required by the Issuer. The Bank is hereby appointed Registrar for the purpose of registering Securities and transfers of Securities as provided in this Agreement. The Bank agrees to maintain the Security Register while it is Registrar.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, in form satisfactory to the Bank, duly executed by the Holder thereof, or his agent, duly authorized in writing.

As a condition to effecting a re-registration, transfer or exchange of the Securities, the Registrar may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities. To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof shall be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be canceled and exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Certificates.

The Issuer shall provide the Registrar with an adequate inventory of Securities certificates to facilitate transfers. The Bank covenants that it will maintain the Securities certificates in safekeeping and will use reasonable care in maintaining such Securities certificates in safekeeping, which shall not be less than the level of care it maintains for debt securities of other political subdivisions or corporations for which it serves as registrar, or which it maintains for its own securities.

Section 4.03 Form of Security Register.

The Bank as Registrar will maintain the records of the Security Register in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Securities Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders.

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of any required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the content of the Security Register to any person other than to, or at the written request of, an authorized officer, employee or agent of the Issuer, except upon receipt of a subpoena, court order, or as required by law. Upon receipt of a subpoena or court order the Bank will notify the Issuer so that the Issuer may contest the subpoena or court order.

Section 4.05 Return of Canceled Securities.

The Bank will destroy all canceled Securities pursuant to the Securities Exchange Act of 1934.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities Certificates.

The Issuer hereby instructs the Bank to deliver and issue Securities certificates in exchange for or in lieu of mutilated, destroyed, lost or stolen Securities certificates as long as the same does not result in an overissuance.

The Bank will issue and deliver a new Security certificate in exchange for a mutilated Security certificate surrendered to it. The Bank will issue a new Security certificate in lieu of a Security certificate for which it received written representation from the Holder that the certificate representing such Security is destroyed, lost, or stolen, without the surrender or production of the original certificate. The Bank will pay on behalf of the Issuer the unpaid principal and premium, if any, of a Security at the Stated Maturity or on the Redemption Date or Acceleration Date, for which it receives written representation that the certificate representing such Security is destroyed, lost, or stolen without the surrender or production of the original certificate.

The Bank will not issue a replacement Security certificate or pay such replacement Security certificate unless there is delivered to the Bank such security or indemnity as it may require (which may be by the Bank's Blanket Lost Original Instrument Bond) to save both the Bank and the Issuer harmless.

On satisfaction of the Bank and the Issuer that a Security certificate has been mutilated, destroyed, lost or stolen, the certificate number on the mutilated, destroyed, lost or stolen Security certificate will be canceled with a notation that it has been mutilated, destroyed, lost or stolen and a new Security certificate will be issued of the same series and of like tenor and principal amount bearing a number (according to the Security Register) not contemporaneously outstanding.

The Bank may charge the Holder the Bank's fees and expenses in connection with issuing a new Security certificate in lieu of or exchange for a mutilated, destroyed, lost, or stolen Security certificate.

The Issuer hereby accepts the Bank's current Blanket Lost Original Instrument Bond for lost, stolen, or destroyed certificates and any future substitute bond for lost, stolen, or destroyed certificates that the Bank may arrange; and agrees that the coverage under any such bond is acceptable to it and meets the Issuer's requirements as to security or indemnity. The Bank need

not notify the Issuer of any changes in the security or other company giving such bond or the terms of such bond. At any time the Bank is customarily open for business, the Blanket Lost Original Instrument Bond then utilized for the purpose of lost, stolen, or destroyed certificates by the Bank shall be available for inspection by the Issuer on request. The Issuer hereby accepts the Bank's indemnity to replace the Security certificates destroyed or lost while in the possession or under the control of the Bank.

Section 4.07 Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01 and Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01 and Securities certificates issued in exchange for Security certificates delivered pursuant to Section 4.06.

**ARTICLE FIVE
THE BANK**

Section 5.01 Duties of Bank.

The Bank undertakes to perform the duties set forth in this Agreement and in the Ordinance and agrees to use reasonable care in the performance thereof.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the financial advisor, other agent, or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties under this Agreement, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and will be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction,

consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03 Recitals of Issuer.

The recitals contained in this Agreement and in the Securities are taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank will in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar or any other agent, provided that such dealings do not result in a breach of any duties or agreement imposed by this Agreement or a violation of laws of the State of Texas.

Section 5.05 Money Held by Bank.

A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of money received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under the laws of the State of Texas to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation.

The Bank will be under no liability for interest on any money received by it hereunder.

Subject to the provisions of Title 6 of the Texas Property Code, any money deposited with the Bank for the payment of the principal, premium, if any, or interest on any Security and remaining unclaimed for three years following the stated maturity, the Bank will, except as

otherwise directed by the Issuer, upon Issuer Order, return to the Issuer. The Holder of such Security will thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such money will thereupon cease.

The Bank will comply with the reporting provisions of Chapter 74 of the Texas Property Code with respect to property that is presumed abandoned under Chapter 72 or Chapter 75 of the Texas Property Code or inactive under Chapter 73 of the Texas Property Code.

Section 5.06 Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank (including its directors, officers and employees) for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on the Bank's part arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. The foregoing indemnities in this Section 5.06 will survive the resignation or substitution of the Bank or the termination of this Agreement.

Section 5.07 Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demands or controversy over its persons as well as funds on deposit, in either a Federal or State Court located in the State of Texas and County or Counties where either the Bank (Texas offices only) or the Issuer is located, waive personal service of any process, and agree that service of process by certified or registered mail, return receipt requested, to the address set forth in on page 12 and 13 of this Agreement will constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming interest in this Agreement.

Section 5.08 Depository Trust Company.

It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements," promulgated from time to time by The Depository Trust Company, which establishes requirements for securities to be eligible for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Section 5.09. No Israel Boycott. The Bank represents and warrants, for purposes of Chapter 2270 of the Texas Government Code, that at the time of execution and delivery of this Agreement, neither the Bank, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank, boycotts Israel. The Bank agrees that, except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, neither the Bank, nor any wholly-owned subsidiary, majority-owned subsidiary,

parent company, or affiliate of the Bank, will boycott Israel during the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this clause (A) mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 5.10. Chapter 2252 of the Texas Government Code.

The Bank represents and warrants, for purposes of Subchapter F of Chapter 2252 of the Texas Government Code, that at the time of execution and delivery of this Agreement neither the Bank, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank, engages in business with Iran, Sudan or a foreign terrorist organization or designated foreign terrorist organization, and is not on the lists prepared and maintained pursuant to Texas Government Code Sections 2270.0201 or 2252.153. The terms "foreign terrorist organization" and "designated foreign terrorist organization" have the meanings assigned to them in Section 2252.151 and Section 2270.0001 of the Texas Government Code, respectively.

**ARTICLE SIX
MISCELLANEOUS PROVISIONS**

Section 6.01 Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties to this Agreement.

Section 6.02 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank must be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature pages of this Agreement.

Section 6.04 Effect of Headings.

The Article and Section headings in this Agreement are for convenience only and do not affect the construction of this Agreement.

Section 6.05 Successors and Assigns; Merger, Conversion, Consolidation or Succession.

All covenants and agreements in this Agreement by the Issuer will bind its successors and assigns, whether so expressed or not.

Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Bank is a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank will be the successor to the Bank under this Agreement without the execution or filing of any paper or any further act on the part of either of the parties to this Agreement. In case any Security has been registered, but not delivered, by the Bank then in office, any successor by merger, conversion, or consolidation to such authenticating Bank may adopt such registration and deliver the Security so registered with the same effect as if such successor Bank had itself registered such Security.

Section 6.06 Severability.

In case any provision in this Agreement, or application thereof, shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or applications shall not in any way be affected or impaired thereby.

Section 6.07 Benefits of Agreement.

Nothing in this Agreement, express or implied, will give to any Person, other than the parties to this Agreement and their successors under this Agreement, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

Section 6.08 Entire Agreement.

This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar for the Securities, and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

Section 6.09 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10 Termination.

This Agreement will terminate on the date of final payment by the Bank of the principal of and interest on the Securities to the Holders thereof.

This Agreement may be earlier terminated upon 30 days written notice by either party; provided, however, that this Agreement may not be terminated (i) by the Bank until a successor Paying Agent/Registrar that is a national or state banking institution and a corporation or association organized and existing under the laws of the United States of America or of any state which possesses trust powers and is subject to supervision or examination by a federal or state regulatory agency has been appointed by the Issuer and has accepted such appointment, or (ii) at any time during which such termination might, in the judgment of the Issuer, disrupt, delay, or otherwise adversely affect the payment of the principal, premium, if any, or interest on the

Securities. Prior to terminating this Agreement, the Issuer may reasonably require the Bank to show that such termination will not occur during a period described in (ii) above.

The resigning Paying Agent/Registrar may petition any court of competent jurisdiction for the appointment of a successor Paying Agent/Registrar if an instrument of acceptance by a successor Paying Agent/Registrar has not been delivered to the resigning Paying Agent/Registrar within 30 days after the giving of such notice of resignation.

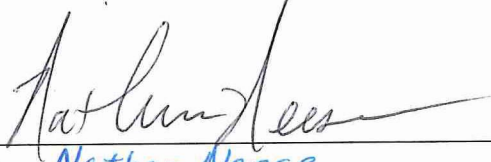
Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer. The Bank agrees that no termination fee or other charge not specifically provided for in this Agreement will be due or payable by the Issuer in connection with any early termination of this Agreement.

Section 6.11 Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas and the United States of America.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**REUNION RANCH WATER CONTROL AND
IMPROVEMENT DISTRICT**

By: 
Title: Nathan Neese

Address: c/o Willatt & Flickinger, PLLC
12912 Hill Country Blvd., Ste. F-232
Austin, Texas 78738

BOKF, NA

By: Anthony Orozco
Name: Anthony Orozco
Title: **Officer**
Address: 5956 Sherry Lane, Suite 1201
Dallas, Texas 75225

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

(To be completed by Issuer and Co-Issuer(s), if applicable)

Reunion Ranch Water Control and Improvement District

(Name of Issuer and Co-Issuer(s), if applicable)

November 17, 2015

(Date)

The Depository Trust Company
570 Washington Blvd, 4th FL
Jersey City, NJ 07310
Attention: Underwriting Department

Ladies and Gentlemen:

This letter sets forth our understanding with respect to all issues (the "Securities") that Issuer shall request to be made eligible for deposit by The Depository Trust Company ("DTC").

Issuer is: **(Note: Issuer shall represent one and cross out the other.)**

~~[incorporated in]~~ [formed under the laws of] Texas

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC's Rules with respect to the Securities, Issuer represents to DTC that issuer will comply with the requirements stated in DTC's Operational Arrangements, as they may be amended from time to time.

Note:

Schedule A contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

Very truly yours,

Reunion Ranch Water Control and Improvement District

(Issuer)

By: _____

(Authorized Officer's Signature)

Nathan Neese

c/o Mike Willatt, Willatt & Flickinger

(Print Name)

2001 North Lamar

(Street Address)

Austin Texas USA 78705

(City) (State) (Country) (Zip Code)

(512) 476 - 6604

(Phone Number)

mwillatt@wfaustin.com

(E-mail Address)

DTCC

BLOR 06-2013

SAMPLE OFFERING DOCUMENT LANGUAGE
DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC—bracketed material may be applicable only to certain issues)

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

SCHEDULE A

(To Blanket Issuer Letter of Representations)

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]

[6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

Annex A
Fee Schedule



Reunion Ranch Water Control and Improvement District
Unlimited Tax Bonds, Series 2019

PAYING AGENT/REGISTRAR

Schedule of Fees

Acceptance Fee: WAIVED

Annual Administration Fee: \$400.00
(invoiced semi-annually at \$200.00 with Debt Service)

For ordinary administration services by Paying Agent /Registrar – includes daily routine account management and processing in accordance with the agreement. Float credit received by the bank for receiving funds that remain uninvested are deemed part of the Paying Agent’s compensation.

Call or Redemption of Bonds At Cost
Cost includes distribution to holders of record, redemption processing and notification through DTC. Any and all publication expenses including Bond Buyer, Regional and Financial Periodicals for the call notice will be billed to the Issuer at cost.

Charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be determined by appraisal in the amounts commensurate with the service provided. Counsel fees, if ever retained as a result of a default, or other extraordinary occurrences on behalf of the bondholders or Bank of Texas, will be billed at cost.

Services not included in this Fee Schedule, but deemed necessary or desirable by you, may be subject to additional charges. Our proposal is subject in all aspects to review and acceptance of the final financing documents which sets forth our duties and responsibilities.

<p>Erin Fitzpatrick Vice President Tel: 972.892.9972 efitzpatrick@bokf.com</p>	<p>BOK Financial Corporate Trust Services 5956 Sherry Lane, Suite 1201 Dallas, TX 75225</p>
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CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF HAYS §
REUNION RANCH WATER CONTROL AND §
IMPROVEMENT DISTRICT §

We, the undersigned officers of the Board of Directors of Reunion Ranch Water Control and Improvement District, (the "District") hereby certify as follows:

1. The Board of Directors of the District convened in a REGULAR MEETING ON THE 15TH DAY OF OCTOBER, 2019 at the designated meeting place (the "Meeting"), and the roll was called of the duly constituted officers and members of the Board, to wit:

- Nathan Neese, President
- Vince Terracina, Vice President
- Thomas J. Rogers, Jr., Secretary
- George Sykes, Asst. Secretary
- Dennis Daniel, Asst. Secretary

and all of said persons were present, except the following absentee: none, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

**RESOLUTION APPROVING PRELIMINARY OFFICIAL STATEMENT;
AUTHORIZING DISTRIBUTION OF PRELIMINARY OFFICIAL
STATEMENT AND PUBLICATION OF A NOTICE OF SALE OF BONDS; AND
APPROVING OTHER RELATED MATTERS**

was duly introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, the motion, carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: 5
NOES: 0

2. A true, full and correct copy of the aforesaid Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the Board's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Board's minutes of the Meeting pertaining to the passage of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and

officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose; that the Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code, as amended and Section 49.064, Texas Water Code, as amended.

SIGNED AND SEALED this October 15, 2019.


Secretary, Board of Directors


President, Board of Directors

(SEAL)



**RESOLUTION APPROVING PRELIMINARY OFFICIAL STATEMENT;
AUTHORIZING DISTRIBUTION OF PRELIMINARY OFFICIAL
STATEMENT AND PUBLICATION OF A NOTICE OF SALE OF BONDS; AND
APPROVING OTHER RELATED MATTERS**

WHEREAS, Reunion Ranch Water Control and Improvement District (the "District") has submitted an application to the Texas Commission on Environmental Quality ("TCEQ") requesting approval of the issuance of its \$5,000,000 Unlimited Tax Bonds, Series 2019 (the "Bonds") for the purpose or purposes of construction of, acquisition of and/or reimbursement for certain water, wastewater and storm water drainage facilities serving the District; and

WHEREAS, the Board of Directors of the District has authorized the District's financial advisor, Specialized Public Finance Inc. (the "Financial Advisor"), to prepare a Preliminary Official Statement, Official Notice of Sale and Official Bid Form (collectively the "Preliminary Official Statement") for the Bonds; and

WHEREAS, the Board has reviewed the Preliminary Official Statement; and

WHEREAS, the Board deems it appropriate to approve the Preliminary Official Statement and authorize the distribution of the Preliminary Official Statement and publication of the Notice of Sale, as further set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT THAT:

Section 1. APPROVAL AND DISTRIBUTION OF PRELIMINARY OFFICIAL STATEMENT. The Board hereby approves the Preliminary Official Statement substantially in the form attached hereto as Exhibit "A" with such changes, additions or deletions as directed by the Board. Subject to the receipt of the approval of TCEQ, the District's Financial Advisor is hereby authorized and directed to distribute the Preliminary Official Statement to potential purchasers of the Bonds and to do all things necessary to market the Bonds.

Section 2. PUBLICATION OF NOTICE OF SALE. Subject to the receipt of the approval of TCEQ, the District's Bond Counsel is hereby authorized to publish a Notice of Sale of the Bonds in substantially the form attached hereto as Exhibit "B" with such changes as approved by General Counsel to the District.

Section 3. CONDITIONS TO SALE. The District's Financial Advisor, General Counsel and Bond Counsel are hereby authorized to take all actions necessary in connection with Sections 1 and 2 of this Resolution, including changing the dates and times in Exhibit "B" attached hereto.

Section 4. OTHER MATTERS. The President or Vice President and the Secretary or Assistant Secretary of the Board are authorized to do all things proper and necessary to carry out the intent hereof, including the approval of appropriate changes to the Preliminary Official Statement and the Notice of Sale. In particular, the President or Vice President is authorized to execute any rating agency applications and any bond insurance commitment letter, if applicable.

Section 5. PAYMENT OF ATTORNEY GENERAL FEE. The District hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the District's staff is hereby instructed to take the necessary measures to make this payment. The District is also authorized to reimburse the appropriate District funds for such payment from proceeds of the Bonds.

EXHIBIT "A"

Preliminary Official Statement

[See separate tab of transcript]

EXHIBIT "B"

**NOTICE OF SALE
\$5,000,000**

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
UNLIMITED TAX BONDS, SERIES 2019**

(A political subdivision of the State of Texas located in Hays County, Texas)

Selling: Tuesday, November 19, 2019

Bids Due: 10:00 a.m., C.S.T.

Place and Time of Award: The District will consider the award of the sale of the Bonds on Tuesday, November 19, 2019 at 2:00 p.m., C.S.T., at the designated meeting place outside the boundaries of the District, at 12912 Hill Country Boulevard, Suite F-232, Austin, Texas 78738. Action will be taken immediately by the Board of Directors of the District to accept or reject the best bid. Each bidder must deliver a Bank Cashier's Check in the amount of \$100,000 payable to the order of Reunion Ranch Water Control and Improvement District as a good-faith deposit to Specialized Public Finance Inc., 248 Addie Roy Road, Suite B-103, Austin, Texas 78746, by 10:00 a.m. C.S.T. on the date of the sale.

Written Bids/Bids Delivered in Person: Written bids, plainly marked "Bid for Bonds" should be addressed to the Board of Directors of Reunion Ranch Water Control and Improvement District, and if delivered in person, delivered to Garry Kimball, Specialized Public Finance Inc., 248 Addie Roy Road, Suite B-103, Austin, Texas 78746, by 10:00 a.m., C.D.T., on Tuesday, November 19, 2019. All bids must be signed and submitted on the "Official Bid Form."

Electronic Bidding Procedures: Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY by 10:00 a.m., C.S.T., on Tuesday, November 19, 2019 as described in the "Official Notice of Sale" described below.

Bids by Telephone or Facsimile: Telephone bids will be accepted at (512) 275-7300, between 9:30 a.m. and 10:00 a.m., C.S.T. on the date of the bid opening. Facsimile bids will be accepted at (512) 275-7305 between 9:30 a.m. and 10:00 a.m., C.S.T., to the attention of Garry Kimball, on Tuesday, November 19, 2019, all as described in the "Official Notice of Sale" described below.

Information: The Bonds are more completely described in the "Official Notice of Sale," "Official Bid Form" and the "Preliminary Official Statement" which may be obtained from Specialized Public Finance Inc., 248 Addie Roy Road, Suite B-103, Austin, Texas 78746, Financial Advisor to the District.

The bidder whose bid is the winning bid in accordance with the "Official Notice of Sale" will be notified immediately and must submit a SIGNED Official Bid Form in connection with the sale by 10:00 a.m., C.S.T. on Tuesday, November 19, 2019, to Garry Kimball, Specialized Public Finance Inc. at (512) 275-7305. Additionally, pursuant to Texas Government Code Section 2252.908, the District may not award the Bonds to the winning bidder unless the bidder submits a Certificate of Interested Parties Form 1295, as prescribed by the Texas Ethics Commission, to the District, before the District formally votes to award the Bonds to the winning bidder, in accordance with the "Official Notice of Sale."

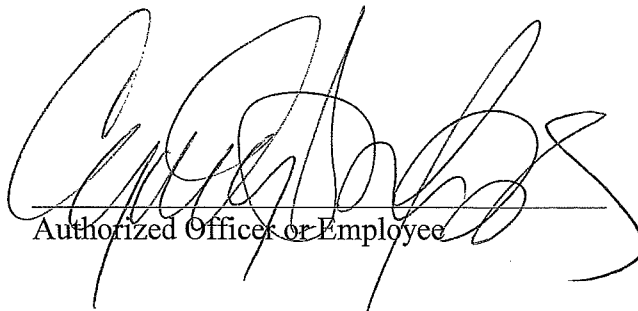
The District reserves the right to reject any or all bids for the Bonds and to waive any and all irregularities except time of filing. This notice does not constitute an offer to sell the Bonds but is merely notice of sale of the Bonds as required by law. The offer to sell the Bonds will be made only by means of the "Official Notice of Sale," the "Preliminary Official Statement" and the "Official Bid Form."

Board of Directors
Reunion Ranch Water Control
and Improvement District

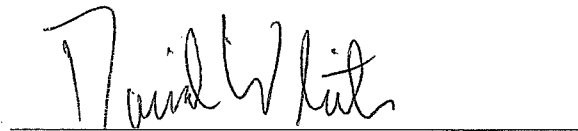
AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS §
COUNTY OF HAYS §
REUNION RANCH WATER CONTROL
AND IMPROVEMENT DISTRICT §

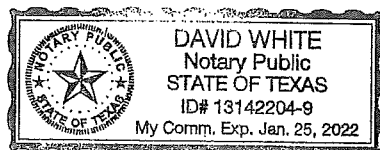
BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared the person whose name is subscribed below, who, having been sworn, says upon oath that he or she is a duly authorized officer or employee of the *Hays Free Press*, which is a newspaper as defined in Section 2051.044, Government Code, as amended, and which is published in San Marcos, Texas and is of general circulation within the District; and that a true and correct copy of the **NOTICE OF SALE**, clippings of which are attached to this Affidavit, was published in said newspaper on November 6, 2019.


Authorized Officer or Employee

SUBSCRIBED AND SWORN TO BEFORE ME, this the 11TH day of DECEMBER 2019.


Notary Public

(SEAL)



NOTICE OF SALE

\$5,000,000

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
UNLIMITED TAX BONDS, SERIES 2019**

(A political subdivision of the State of Texas located in Hays County, Texas)

Selling: Tuesday, November 19, 2019

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Place and Time of Award: The District will consider the award of the sale of the Bonds on Tuesday, November 19, 2019 at 2:00 p.m., C.S.T., at the designated meeting place outside the boundaries of the District, at 12912 Hill Country Boulevard, Suite F-232, Austin, Texas 78738. Action will be taken immediately by the Board of Directors of the District to accept or reject the best bid. Each bidder must deliver a Bank Cashier's Check in the amount of \$100,000 payable to the order of Reunion Ranch Water Control and Improvement District as a good-faith deposit to Specialized Public Finance Inc., 248 Addie Roy Road, Suite B-103, Austin, Texas 78746, by 10:00 a.m. C.S.T. on the date of the sale.

Written Bids/Bids Delivered in Person: Written bids, plainly marked "Bid for Bonds" should be addressed to the Board of Directors of Reunion Ranch Water Control and Improvement District, and if delivered in person, delivered to Garry Kimball, Specialized Public Finance Inc., 248 Addie Roy Road, Suite B-103, Austin, Texas 78746, by 10:00 a.m., C.D.T., on Tuesday, November 19, 2019. All bids must be signed and submitted on the "Official Bid Form."

Electronic Bidding Procedures: Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY by 10:00 a.m., C.S.T., on Tuesday, November 19, 2019 as described in the "Official Notice of Sale" described below.

Bids by Telephone or Facsimile: Telephone bids will be accepted at (512) 275-7300, between 9:30 a.m. and 10:00 a.m., C.S.T. on the date of the bid opening. Facsimile bids will be accepted at (512) 275-7305 between 9:30 a.m. and 10:00 a.m., C.S.T., to the attention of Garry Kimball, on Tuesday, November 19, 2019, all as described in the "Official Notice of Sale" described below.

Information: The Bonds are more completely described in the "Official Notice of Sale," "Official Bid Form" and the "Preliminary Official Statement" which may be obtained from Specialized Public Finance Inc., 248 Addie Roy Road, Suite B-103, Austin, Texas 78746, Financial Advisor to the District.

The bidder whose bid is the winning bid in accordance with the "Official Notice of Sale" will be notified immediately and must submit a SIGNED Official Bid Form in connection with the sale by 10:00 a.m., C.S.T. on Tuesday, November 19, 2019, to Garry Kimball, Specialized Public Finance Inc. at (512) 275-7305. Additionally, pursuant to Texas Government Code Section 2252.908, the District may not award the Bonds to the winning bidder unless the bidder submits a Certificate of Interested Parties Form 1295, as prescribed by the Texas Ethics Commission, to the District, before the District formally votes to award the Bonds to the winning bidder, in accordance with the "Official Notice of Sale."

The District reserves the right to reject any or all bids for the Bonds and to waive any and all irregularities except time of filing. This notice does not constitute an offer to sell the Bonds but is merely notice of sale of the Bonds as required by law. The offer to sell the Bonds will be made only by means of the "Official Notice of Sale," the "Preliminary Official Statement" and the "Official Bid Form."

Board of Directors
Reunion Ranch Water Control
and Improvement District

X
THE STATE OF TEXAS X
X
X
COUNTY OF TRAVIS X
X

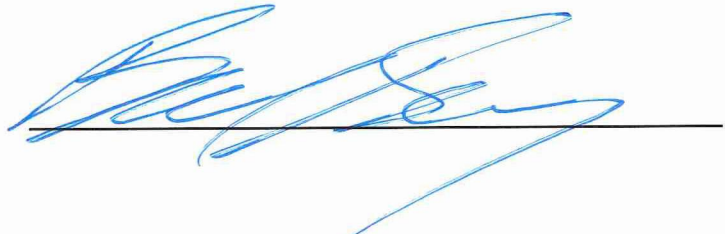
Before me, the undersigned authority, on this date personally appeared Barbara Dewey, who, having been by me duly sworn, upon her oath deposes and says;

That she is editor of TEXAS BOND REPORTER, an official publication of Municipal Advisory Council of Texas, and is authorized to make this affidavit.

The attached is a true and correct copy of

NOTICE OF SALE - REUNION RANCH WC&ID
\$5,000,000 U/L Tax Bds Ser 2019

was published in the TEXAS BOND REPORTER on the following date(s), to wit: November 08, 2019.

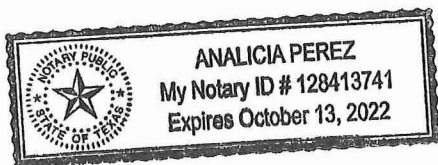


Sworn to and subscribed before me this the 8th day of November A.D. 2019



Notary Public in and for the
State of Texas

My commission expires: 10/13/2022



NOTICE OF SALE
\$5,000,000
REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
UNLIMITED TAX BONDS, SERIES 2019
(A political subdivision of the State of Texas located in Hays County, Texas)

Selling: Tuesday, November 19, 2019
Bids Due: 10:00 a.m., C.S.T.

Place and Time of Award: The District will consider the award of the sale of the Bonds on Tuesday, November 19, 2019 at 2:00 p.m., C.S.T., at the designated meeting place outside the boundaries of the District, at 12912 Hill Country Boulevard, Suite F-232, Austin, Texas 78738. Action will be taken immediately by the Board of Directors of the District to accept or reject the best bid. Each bidder must deliver a Bank Cashier's Check in the amount of \$100,000 payable to the order of Reunion Ranch Water Control and Improvement District as a good-faith deposit to Specialized Public Finance Inc., 248 Addie Roy Road, Suite B-103, Austin, Texas 78746, by 10:00 a.m. C.S.T. on the date of the sale.

Written Bids/Bids Delivered in Person: Written bids, plainly marked "Bid for Bonds" should be addressed to the Board of Directors of Reunion Ranch Water Control and Improvement District, and if delivered in person, delivered to Garry Kimball, Specialized Public Finance Inc., 248 Addie Roy Road, Suite B-103, Austin, Texas 78746, by 10:00 a.m., C.D.T., on Tuesday, November 19, 2019. All bids must be signed and submitted on the "Official Bid Form."

Electronic Bidding Procedures: Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY by 10:00 a.m., C.S.T., on Tuesday, November 19, 2019 as described in the "Official Notice of Sale" described below.

Bids by Telephone or Facsimile: Telephone bids will be accepted at (512) 275-7300, between 9:30 a.m. and 10:00 a.m., C.S.T. on the date of the bid opening. Facsimile bids will be accepted at (512) 275-7305 between 9:30 a.m. and 10:00 a.m., C.S.T., to the attention of Garry Kimball, on Tuesday, November 19, 2019, all as described in the "Official Notice of Sale" described below.

Information: The Bonds are more completely described in the "Official Notice of Sale," "Official Bid Form" and the "Preliminary Official Statement" which may be obtained from Specialized Public Finance Inc., 248 Addie Roy Road, Suite B-103, Austin, Texas 78746, Financial Advisor to the District.

The bidder whose bid is the winning bid in accordance with the "Official Notice of Sale" will be notified immediately and must submit a SIGNED Official Bid Form in connection with the sale by 10:00 a.m., C.S.T. on Tuesday, November 19, 2019, to Garry Kimball, Specialized Public Finance Inc. at (512) 275-7305. Additionally, pursuant to Texas Government Code Section 2252.908, the District may not award the Bonds to the winning bidder unless the bidder submits a Certificate of Interested Parties Form 1295, as prescribed by the Texas Ethics Commission, to the District, before the District formally votes to award the Bonds to the winning bidder, in accordance with the "Official Notice of Sale."

The District reserves the right to reject any or all bids for the Bonds and to waive any and all irregularities except time of filing. This notice does not constitute an offer to sell the Bonds but is merely notice of sale of the Bonds as required by law. The offer to sell the Bonds will be made only by means of the "Official Notice of Sale," the "Preliminary Official Statement" and the "Official Bid Form."

Board of Directors
Reunion Ranch Water Control
and Improvement District

LEGAL NOTICE

OFFICIAL NOTICE OF SALE

\$5,000,000

REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
(A Political Subdivision of the State of Texas Located in Hays County, Texas)
UNLIMITED TAX BONDS, SERIES 2019

Selling (Bids Due): Tuesday, November 19, 2019 at 10:00 AM, CST
Award Expected: 2:00 P.M., CST

The Bonds are obligations solely of Reunion Ranch Water Control and Improvement District (the "District") and are not obligations of the City of Dripping Springs, Texas; Dripping Springs Independent School District, Hays County, Texas; the State of Texas or any entity other than the District.

THE DISTRICT EXPECTS TO DESIGNATE THE BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS.

THE SALE

BONDS OFFERED FOR SALE AT COMPETITIVE BIDDING . . . The Board of Directors (the "Board") of the District is inviting competitive bids for the purchase of \$5,000,000 Unlimited Tax Bonds, Series 2019 (the "Bonds"). Sealed bids may be submitted by either of three alternative procedures: (1) written bids; (2) electronic bids; or (3) telephone or facsimile bids. Prospective bidders may select one of the three alternative bidding procedures in their sole discretion. Neither the District nor its Financial Advisor, Specialized Public Finance Inc., assumes any responsibility or liability for a prospective bidding procedure.

The District and Specialized Public Finance Inc. assume no responsibility or liability with respect to any irregularities associated with the submission of bids by telephone, facsimile or electronic options.

Specialized Public Finance Inc. will not be responsible for submitting any bids received after the deadline. For the purpose of determining compliance with any and all time deadlines set forth in this Official Notice of Sale, for all alternative bidding procedures, the official time shall be the time maintained only by the Parity Electronic Bid Submission System ("PARITY").

PROCEDURE NUMBER 1: SEALED, WRITTEN BIDS DELIVERED IN PERSON . . . Bids, plainly marked "Bid for Bonds" should be addressed to "Board of Directors of Reunion Ranch Water Control and Improvement District" and should be delivered to the District's Financial Advisor, Garry Kimball, Specialized Public Finance Inc., at 248 Addie Roy Road, Suite B-103, Austin, Texas 78746, by 10:00 A.M., CST, on November 19, 2019 ("the date of the bid opening").

PROCEDURE NUMBER 2: ELECTRONIC BIDDING PROCEDURES . . . Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY by 10:00 A.M., CST, on the date of the bid opening. ***Bidders must also submit, by 10:00 A.M., CST, on the date of the bid opening, SIGNED Official Bid Forms to Garry Kimball, Specialized Public Finance Inc., 248 Addie Roy Road, Suite B-103, Austin, Texas 78746.***

Subscription to the i-Deal LLC's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid through PARITY. Further information about PARITY, including any fee charged, may be obtained from Dalcomp/Parity, 395 Hudson Street, New York, New York 10014, attention: Jennifer Emery (212) 806-8304.

The District will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe to the bidding system. An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in this Official Notice of Sale, and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the District. Neither Specialized Public Finance Inc. nor the District shall be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of PARITY, the use of such facilities being the sole risk of the prospective bidder.

All electronic bids shall be deemed to incorporate the provisions of this Official Notice of Sale and Official Bid Form. If any provision of this Official Notice of Sale conflicts with information provided by PARITY as the approved provider of electronic bidding services, this Official Notice of Sale shall control.

For information purposes only, bidders are requested to state in their electronic bids the net interest cost to the District, as described under "Basis of Award" below.

PROCEDURE NUMBER 3: BIDS BY TELEPHONE OR FACSIMILE . . . Bidders must submit by 10:00 A.M., CST, on the date of the bid opening, SIGNED Official Bid Forms to Garry Kimball, Specialized Public Finance Inc., at 248 Addie Roy Road, Suite B-103, Austin, Texas 78746, and submit their bid by telephone or facsimile (fax) by 10:00 A.M., CST, on the date of the bid opening.

Telephone bids will be accepted at (512) 275-7300, between 9:30 A.M. and 10:00 A.M., CST on the date of the bid opening.

Fax bids must be received between 9:30 A.M. and 10:00 A.M., CST, on the date of the bid opening at (512) 275-7305, attention: Garry Kimball.

PLACE AND TIME OF BID OPENING . . . The Board will publicly review and award the sale of the Bonds at the designated meeting place outside the boundaries of the District, at 12912 Hill Country Boulevard, Suite F-232, Austin, Texas 78738 at 2:00 P.M., CST on Tuesday, November 19, 2019. All bids, including those being hand delivered, must be received by 10:00 A.M., CST on the date of the bid opening. Any bid received after the scheduled time for receipt will not be accepted by the Board and will be returned unopened.

AWARD OF BONDS . . . The District will take action to award the Bonds or reject any or all bids promptly upon the opening of bids. Upon awarding the Bonds to the winning bidder (the “Initial Purchaser”), the Board will adopt an order authorizing the issuance of the Bonds (the “Bond Order”). Sale of the Bonds will be made subject to the terms, conditions and provisions of the Bond Order, to which Bond Order reference is hereby made for all purposes. The District reserves the right to reject any and all bids and to waive any irregularities, except the time of filing.

WITHDRAWAL OF THE BIDS . . . Any bid may be withdrawn by an authorized representative of the bidder at any time prior to the time set for receipt of bids. Thereafter, all bids shall remain firm for six hours after the time for receipt of the bids. The award of or rejection of bids will occur within this time period.

EXTENSION OF SALE DATE . . . The District reserves the right to extend the date and/or time for the receipt of bids by giving notice, by Bond Buyer Wire Service, and by posting a notice at the place established for receipt of bids, not later than 3:00 PM, CST, on Monday, November 18, 2019 of the new date and time for receipt of bids. Such notice shall be considered an amendment to this Official Notice of Sale.

MUNICIPAL BOND RATING . . . The Bonds and the outstanding debt of the District have been rated “Baa3” by Moody’s Investors Service, Inc. (“Moody’s”) without regard to credit enhancement.

MUNICIPAL BOND INSURANCE . . . In the event the Bonds are qualified for municipal bond insurance, and the Initial Purchaser desires to purchase such insurance, the cost thereof will be paid by the Initial Purchaser. Any fees to be paid to any rating agency as a result of said insurance will be paid by the District. It will be the responsibility of the Initial Purchaser to disclose the existence of insurance, its terms and the effect thereof with respect to the reoffering of the Bonds. Any downgrade by the rating agency of the bond insurance provider shall not relieve the Initial Purchaser of its obligation under the heading “DELIVERY AND ACCOMPANYING DOCUMENTS.”

THE BONDS

DESCRIPTION OF BONDS . . . The Bonds will be dated December 19, 2019, and interest will accrue from the date of Initial Delivery (as defined herein), will be payable on August 15, 2020, and on each February 15 and August 15 thereafter until the earlier of maturity or prior redemption and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The definitive Bonds will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company, New York, New York (“DTC”) pursuant to the book-entry-only system described herein. **No physical delivery of the Bonds will be made to the beneficial owners thereof.** The Bonds will be issued in fully registered form only, in denominations of \$5,000 or any integral multiple of \$5,000 for any one maturity, and principal and interest will be paid by BOKF, NA (the “Paying Agent/Registrar”) which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Bonds. See the Preliminary Official Statement (made a part hereof) for a more complete description of the Bonds, including redemption provisions. The Bonds will mature on August 15 in the years and amounts as follows:

MATURITY SCHEDULE

<u>Maturity</u> <u>(August 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Maturity</u> <u>(August 15)</u>	<u>Principal</u> <u>Amount</u>
2020	\$ 185,000	2033	\$ 200,000
2021	130,000	2034	205,000
2022	135,000	2035	215,000
2023	140,000	2036	220,000
2024	145,000	2037	230,000
2025	150,000	2038	235,000
2026	155,000	2039	245,000
2027	160,000	2040	255,000
2028	165,000	2041	260,000
2029	175,000	2042	270,000
2030	180,000	2043	280,000
2031	185,000	2044	290,000
2032	190,000		

OPTIONAL REDEMPTION PROVISIONS . . . Bonds maturing on and after August 15, 2025, are subject to redemption prior to maturity, at the option of the District, as a whole or, from time to time in part, on August 15, 2024, or on any date thereafter, at a price of par plus unpaid accrued interest from the most recent interest payment date to the date fixed for redemption. If less than all of the Bonds are redeemed at any time, the maturities of the Bonds to be redeemed shall be selected by the District.

MANDATORY SINKING FUND REDEMPTION . . . If the successful bidder designates principal amounts to be combined into one or more term bonds (“Term Bonds”), each such Term Bond shall be subject to mandatory sinking fund redemption commencing on August 15 of the first year which has been combined to form such Term Bond and continuing on August 15 in each year thereafter until the stated maturity date of that Term Bond. The amount redeemed in any year shall be equal to the principal amount for such year set forth above under the captioned “MATURITY SCHEDULE.” Bonds to be redeemed in any year by mandatory sinking fund redemption shall be redeemed at par by lot or other customary method. The principal amount of Term Bonds to be mandatorily redeemed in each year shall be reduced by the principal amount of Term Bonds that have been redeemed in such year and have not been the basis for any prior optional redemption.

OTHER TERMS AND COVENANTS . . . Other terms of the Bonds and various covenants of the District are contained in the Bond Order, which is described in the Preliminary Official Statement, to which reference is made for all purposes.

SOURCE AND SECURITY OF PAYMENT . . . The Bonds will constitute valid and legally binding obligations of the District, with principal and interest payable solely from the proceeds of a continuing, direct, annual ad valorem tax levied against all taxable property located within the District, without legal limitation as to rate or amount. The Bonds are obligations solely of the District and are not obligations of the City of Dripping Springs, Texas; Dripping Springs Independent School District; Hays County, Texas; the State of Texas or any entity other than the District.

BOOK-ENTRY-ONLY SYSTEM . . . The District intends to utilize the book-entry-only system of DTC. See “BOOK-ENTRY-ONLY SYSTEM” in the Preliminary Official Statement.

REGISTERED FORM REQUIREMENT . . . Section 149(a) of the Internal Revenue Code of 1986, as amended, requires that all tax-exempt obligations (with certain exceptions that do not include the Bonds) must be in registered form in order for the interest payable on such obligations to be excluded from the Registered Owners’ income for federal income tax purposes.

SUCCESSOR PAYING AGENT/REGISTRAR . . . Provision is made in the Bond Order for replacement of the Paying Agent/Registrar. If the Paying Agent/Registrar is replaced by the District, the new paying agent/registrar shall act in the same capacity as the previous Paying Agent/Registrar. Any paying agent/registrar selected by the District shall be a corporation organized and doing business under the laws of the United States of America or any state thereof subject to supervision or examination by federal or state banking authorities.

CONDITIONS OF SALE

TYPES OF BIDS AND INTEREST RATES . . . The Bonds will be sold in one block on an “all or none” basis at a price of not less than ninety-seven percent (97%) of the par value. Bidders are to name the rate or rates of interest to be borne by the Bonds, provided that each interest rate bid must be in a multiple of 1/8 of 1% or 1/20 of 1%. The net effective interest rate on the Bonds may not exceed a rate which is three percentage points (3.00%) above the highest “20 Bond Index” as reported by the “Bond Buyer” during the thirty (30) day period prior to the date of this Official Notice of Sale. Subject to the conditions below, no limitation will be imposed upon bidders as to the number of interest rates that may be used, but each rate of interest specified for the Bonds of any maturity shall not be less than the rate of interest specified for any earlier maturity and the highest interest rate bid may not exceed the lowest interest rate bid by more than 3.0% in rate. All Bonds maturing within a single year must bear the same rate of interest. No bids for the Bonds involving supplemental interest rates will be considered. Each bidder shall state in its bid the total and net interest cost in dollars and the net effective interest rate determined thereby, which shall be considered informative only and not as a part of the bid. No bid generating a cash premium greater than \$5,000 will be considered.

POST BID MODIFICATION OF PRINCIPAL AMOUNTS PER MATURITY . . . After selecting the winning bid, the aggregate principal amount of the Bonds per maturity and the principal amortization schedule may be adjusted as determined by the District and its Financial Advisor in \$5,000 increments to reflect the actual interest rates and to create a substantially level debt service schedule for the District. Such adjustments will not change the aggregate principal amount of the Bonds and will not change the aggregate principal amount per maturity by more than 15% from the amount set forth herein. The dollar amount bid for the Bonds by the winning bidder will be adjusted proportionately to reflect any increase or decrease in the aggregate principal amount of the Bonds finally determined to be issued. The District will use its best efforts to communicate to the winning bidder any such adjustments within four (4) hours after the opening of bids. Purchaser’s compensation will be based upon the final par amount after any adjustments thereto, subsequent to the receipt and tabulation of the winning bid, within the aforementioned parameters.

In the event of any adjustment of the maturity schedule for the Bonds as described above, no rebidding or recalculation of the proposals submitted will be required or permitted. The bid price for such an adjustment will reflect changes in the dollar amount per maturity of the par amount of the Bonds from the selling compensation that would have been received based on the purchase price in the winning bid and the initial reoffering terms. Any such adjustments of the aggregate principal amount of the Bonds per

maturity and/or of the maturity schedule for the Bonds made by the District or its Financial Advisor shall be subsequent to the award of the Bonds to the winning bidder as determined pursuant to conditions herein and shall not affect such determination. The winning bidder may not withdraw its bid as a result of any changes made within the aforementioned limits.

BASIS OF AWARD . . . For the purpose of awarding the sale of the Bonds, the interest cost of each bid will be computed by determining, at the interest rate or rates specified therein, the total dollar value of all interest on the Bonds from the date of Initial Delivery (defined below) to their respective maturities and adding thereto any discount bid, if any, or subtracting therefrom any premium bid, if any. The District reserves the right to reject any or all bids and to waive any and all irregularities except time of filing. Subject to such rights, the Bonds will be awarded to the bidder whose bid, under the above computation, produces the lowest net effective interest rate to the District. In the event mathematical discrepancies between the interest rate or rates and the interest costs determined therefrom, as both appear on the Official Bid Form, the bid will be solely governed by the interest rates shown on the Official Bid Form.

TEXAS BOND REVIEW BOARD INFORMATION . . . In order to provide the District with information required to be submitted to the Texas Bond Review Board pursuant to Section 1202.008, Texas Government Code, as amended, the Initial Purchaser will be required to provide the District with a breakdown of its “underwriting spread” among the following categories: Takedown, Management Fee (if any), Legal Counsel Fee (if any) and Spread Expenses (if any).

PROVISION OF TEXAS ETHICS COMMISSION FORM 1295 . . . In accordance with Texas Government Code Section 2252.908 (the “Interested Party Disclosure Act”), the District may not award the Bonds to a bidder unless the winning bidder either:

- (i) submits a Certificate of Interested Parties Form 1295 (the “TEC Form 1295”) to the District as prescribed by the Texas Ethics Commission (“TEC”), or
- (ii) certifies in the Official Bid Form that it is exempt from filing the TEC Form 1295 by virtue of being a publicly traded business entity or a wholly owned subsidiary of a publicly traded business entity.

In the event that the bidder’s bid for the Bonds is the best bid received, the District, acting through its financial advisor, will promptly notify the winning bidder. That notification will serve as the District’s conditional verbal acceptance of the bid, and, unless the bidder is exempt from filing a TEC Form 1295, such notification will obligate the winning bidder to promptly file a completed TEC Form 1295, as described below, in order to allow the District to complete the award. The District reserves the right to reject any bid that does not comply with the requirements prescribed herein.

For purposes of completing the TEC Form 1295, box 2 is name of the governmental entity (*Reunion Ranch Water Control and Improvement District*) and box 3 is the identification number assigned to this contract by the District (*Reunion UTB 2019-BID*) and description of the goods or services (*Purchase of the Reunion Ranch Water Control and Improvement District Unlimited Tax Bonds, Series 2019*). **The Interested Party Disclosure Act and the rules adopted by the TEC with respect thereto (the “Disclosure Rules”) require certain business entities contracting with the District to complete the TEC Form 1295 electronically at <https://www.ethics.state.tx.us/main/file.htm>, print, complete the unsworn declaration, sign, and deliver, in physical form, the certified TEC Form 1295 that is generated by the TEC’s “electronic portal” to the District. The completed and signed TEC Form 1295 must be sent by email, to the District’s financial advisor at garry@spfmmuni.com, as soon as possible following the notification of conditional verbal acceptance and prior to the final written award. Upon receipt of the final written award, the winning bidder must submit the TEC Form 1295 with original signatures by email to Bond Counsel as follows: chandler@mphlegal.com.**

To the extent that the bidder is not exempt from filing a TEC Form 1295 and therefor makes such filing with the District, the Interested Party Disclosure Act and the TEC Form 1295 provide that such declaration is made “under oath and under penalty of perjury.” Consequently, a bidder should take appropriate steps prior to completion of the TEC Form 1295 to familiarize itself with the Interested Party Disclosure Act, the Disclosure Rules and the TEC Form 1295. **Time will be of the essence in submitting the form to the District, and no final award will be made by the District regarding the sale of the Bonds until a completed TEC Form 1295 is received. The District reserves the right to reject any bid that does not satisfy the requirement of a completed TEC Form 1295, as described herein.** Neither the District nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither party has an obligation nor undertakes responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295. Consequently, an entity intending to bid on the Bonds should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form promptly upon notification from the District that its bid is the conditional winning bid. Instructional videos on logging in and creating a certificate are provided on the TEC’s website at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

IMPACT OF BIDDING SYNDICATE ON AWARD . . . For purposes of contracting for the sale of the Bonds, the entity signing the bid form as Initial Purchaser shall be solely responsible for the payment of the purchase price of the Bonds. The Initial Purchaser may serve as a syndicate manager and contract under a separate agreement with other syndicate members. However, the District is not a party to that agreement and any information provided regarding syndicate managers would be for informational purposes only.

GOOD FAITH DEPOSIT . . . A Good Faith Deposit, payable to the “Reunion Ranch Water Control and Improvement District” in the amount of \$100,000, is required. Such Good Faith Deposit shall be a wire transfer, bank cashier’s check or certified check (which

is to be retained uncashed by the District pending the Initial Purchaser's compliance with the terms of the bid and this Notice of Sale and Bidding Instructions). The Good Faith Deposit may be provided to the District via wire transfer (the District will provide wire instructions to the winning bidder), or in the form of a certified or cashier's check. The Good Faith Deposit will be retained by the District and (a) (i) if the Initial Purchaser utilizes a cashier's check as its Good Faith Deposit, said cashier's check will be returned to the Initial Purchaser after delivery of the Bonds, (ii) if the Initial Purchaser utilizes a wire transfer method for its Good Faith Deposit, said wire transfer will be applied to the purchase price at the delivery of the Bonds; or (b) will be retained by the District as liquidated damages if the Initial Purchaser defaults with respect to its purchase of the Bonds in accordance with its bid; or (c) will be returned to the Initial Purchaser if the Bonds are not issued by the District for any reason which does not constitute a default by the Initial Purchaser.

VERIFICATION PURSUANT TO CHAPTER 2270 OF THE TEXAS GOVERNMENT CODE . . . To the extent the winning bid for the Bonds represents a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, the bidder will be required to verify in the Official Bid Form, for purposes of Chapter 2270 of the Texas Government Code, as amended, that, at the time of execution and delivery of its bid, neither the bidder nor any syndicate member listed on the Official Bid Form, nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, boycotts Israel or will boycott Israel through the date of delivery of the Bonds. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The bidder understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the bidder or any syndicate member listed on the Official Bid Form and exists to make a profit.

VERIFICATION PURSUANT TO CHAPTER 2252 OF THE TEXAS GOVERNMENT CODE . . . Pursuant to Chapter 2252 of the Texas Government Code, the winning bidder will be required to verify that neither the bidder nor any syndicate member listed on the Official Bid Form, nor any parent company, wholly- or majority-owned subsidiaries, or other affiliates of the same are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudanlist.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/flolist.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the winning bidder or any syndicate member listed on the Official Bid Form and each parent company, wholly- or majority-owned subsidiaries, and other affiliates, of the same, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The bidder understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the bidder or any syndicate member listed on the Official Bid Form and exists to make a profit.

DELIVERY AND ACCOMPANYING DOCUMENTS

INITIAL DELIVERY OF INITIAL BOND . . . Initial delivery ("Initial Delivery") will be accomplished by the issuance of one initial bond payable in installments (collectively, the "Initial Bond"), either in typed or printed form, in the aggregate principal amount of \$5,000,000, registered in the name of the Initial Purchaser, manually signed by the President or Vice President and Secretary or Assistant Secretary of the Board, or executed by the facsimile signatures of the President or Vice President and Secretary or Assistant Secretary of the Board, and approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of Texas or his authorized deputy. Upon delivery of the Initial Bond, the Paying Agent/Registrar shall immediately cancel the Initial Bond and one definitive Bond for each maturity will be registered and delivered only to Cede & Co. in connection with DTC's book-entry-only system. Initial Delivery will be at a corporate trust office of the Paying Agent/Registrar in Dallas, Texas. Payment for the Bonds must be made in immediately available funds for unconditional credit to the District, or as otherwise directed by the District. The Initial Purchaser will be given six (6) business days' notice of the time fixed for delivery of the Bonds. It is anticipated that Initial Delivery can be made on or about December 19, 2019, and subject to the aforementioned notice it is understood and agreed that the Initial Purchaser will accept delivery of and make payment for the Bonds by 10:00 A.M., CST, on December 19, 2019, or thereafter on the date the Bonds are tendered for delivery, up to and including December 31, 2019. If for any reason the District is unable to make delivery on or before December 31, 2019, then the District shall immediately contact the Initial Purchaser and offer to allow the Initial Purchaser to extend its offer for an additional thirty (30) days. If the Initial Purchaser does not elect to extend its offer within six (6) business days thereafter, then its Good Faith Deposit will be returned, and both the District and the Initial Purchaser shall be relieved of any further obligation.

CUSIP NUMBERS . . . It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Initial Purchaser to accept delivery of and pay for the Bonds in accordance with the terms of this Official Notice of Sale. The Financial Advisor will obtain CUSIP identification numbers from the CUSIP Service Bureau, New York, New York prior to the date of sale. CUSIP identification numbers will be made available to the Initial Purchaser at the time the Bonds are awarded or as soon thereafter as practicable.

CONDITIONS TO DELIVERY . . . The obligation to take up and pay for the Bonds is subject to the following conditions: issuance of an approving opinion of the Attorney General of Texas, the Initial Purchaser's receipt of typewritten bonds, the legal opinion of Bond Counsel, and the No-Litigation Certificate, all of which are described herein, and the non-occurrence of the events described below under the caption "No Material Adverse Change." In addition, if the District fails to comply with its obligations described in the Preliminary Official Statement, the Initial Purchaser may terminate its contract to purchase the Bonds by delivering written notice to the District within five (5) days thereafter.

LEGAL OPINIONS . . . The District will furnish without cost to the Initial Purchaser a transcript of certain certified proceedings incident to the issuance and authorization of the Bonds, including a certified copy of the unqualified approving legal opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State of Texas, to the effect that the Bonds are valid and binding obligations of the District, payable from the proceeds of an annual ad valorem tax levied, without legal limit as to rate or amount, upon all taxable property within the District, and, based upon an examination of such transcript of proceedings, the approving legal opinion of McCall, Parkhurst & Horton L.L.P., Austin, Texas, to the effect that the Bonds are valid and binding obligations of the District payable from the sources and enforceable in accordance with the terms and conditions described therein, except to the extent that the enforceability thereof may be affected by governmental immunity, bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights or the exercise of judicial discretion in accordance with general principal of equity and to the effect that the interest on the Bonds is excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions existing on the date thereof, subject to the matters described under "TAX MATTERS."

ESTABLISHING THE ISSUE PRICE FOR THE BONDS . . . The District intends to rely on Treasury Regulation section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of municipal bonds), which require, among other things, that the District receives bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds (the "Competitive Sale Requirement").

In the event that the bidding process does not satisfy the Competitive Sale Requirement bids will **not** be subject to cancellation and the winning bidder (i) agrees to promptly report to the District the first prices at which at least 10% of each maturity of the Bonds (the "First Price Maturity") have been sold to the Public on the Sale Date (the "10% Test") and (ii) agrees to hold-the-offering-price of each maturity of the Bonds that does not satisfy the 10% Test ("Hold-the-Price Maturity"), as described below.

In order to provide the District with information that enables it to comply with the establishment of the issue price of the Bonds under the Internal Revenue Code of 1986, as amended, the winning bidder agrees to complete, execute, and timely deliver to the District or to the District's financial advisor, (the "District's Financial Advisor") a certification as to the Bonds' "issue price" (the "Issue Price Certificate") substantially in the form and to the effect accompanying this Notice of Sale, within 5 business days of the Closing Date. In the event the winning bidder will not reoffer any maturity of the Bonds for sale to the Public (as defined herein) by the Closing Date, the Issue Price Certificate may be modified in a manner approved by the District. It will be the responsibility of the winning bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain such facts necessary to enable it to make such certification with reasonable certainty. Any questions concerning such certification should be directed to Bond Counsel (identified in the Preliminary Official Statement).

For purposes of this section of this Notice of Sale:

- (i) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to the Underwriter,
- (ii) "Underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public),
- (iii) "Related Party" means any two or more persons (including an individual, trust, estate, partnership, association, company, or corporation) that are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) "Sale Date" means the date that the Bonds are awarded by the District to the winning bidder.

All actions to be taken by the District under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the District by the District's Financial Advisor, and any notice or report to be provided to the District may be provided to the District's Financial Advisor.

The District will consider any bid submitted pursuant to this Notice of Sale to be a firm offer for the purchase of the Bonds, as specified in the bid and, if so stated, in the Official Bid Form.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such Underwriter that either the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public, if and for so long as directed by the winning bidder or such Underwriter and as set forth in the related pricing wire.

By submitting a bid, the winning bidder agrees, on behalf of each Underwriter participating in the purchase of the Bonds, that each Underwriter will neither offer nor sell any Hold-the-Price Maturity to any person at a price that is higher than the initial offering price to the Public during the period starting on the Sale Date and ending on the earlier of (1) the close of the fifth (5th) business day after the Sale Date; or (2) the date on which the Underwriters have sold at least 10% of that Hold-the-Price Maturity to the Public at a price that is no higher than the initial offering price to the Public. The winning bidder shall promptly advise the District when the Underwriters have sold 10% of a Hold-the-Price Maturity to the Public at a price that is no higher than the initial offering price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

NO-LITIGATION CERTIFICATE . . . With the delivery of the Bonds, the President or Vice President and Secretary or Assistant Secretary of the Board will, on behalf of the District, execute and deliver to the Initial Purchaser a certificate dated as of the date of delivery, to the effect that no litigation of any nature of which the District has notice is pending against or, to the best knowledge of the District's certifying officers, threatened against the District, either in state or federal courts, contesting or attacking the Bonds; restraining or enjoining the authorization, execution or delivery of the Bonds; affecting the provision made for the payment of or security for the Bonds; in any manner questioning the authority or proceedings for authorization, execution or delivery of the Bonds; or affecting the validity of the Bonds, the corporate existence or boundaries of the District or the title of the then present officers and directors of the Board.

NO MATERIAL ADVERSE CHANGE . . . The obligations of the District to deliver the Bonds and of the Initial Purchaser to accept delivery of and pay for the Bonds are subject to the condition that to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the conditions of the District from those set forth in or contemplated by the Official Statement, as it may have been supplemented or amended through the date of sale.

QUALIFIED TAX-EXEMPT OBLIGATIONS . . . The District expects to designate the Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b) of the Code and will represent that the total amount of tax-exempt obligations (including the Bonds) issued by it during the calendar year 2019 is not expected to exceed \$10,000,000. See "TAX MATTERS – Qualified Tax-Exempt Obligations for Financial Institutions."

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GENERAL CONSIDERATIONS

RISK FACTORS . . . The Bonds involve certain risk factors. Prospective bidders are urged to examine carefully the entire Preliminary Official Statement, made a part hereof, with respect to the investment security of the Bonds. Particular attention should be given to the information set forth therein under the caption “RISK FACTORS.”

RESERVATION OF RIGHTS . . . The District reserves the right to reject any and all bids and to waive any and all irregularities except time of filing.

NOT AN OFFER TO SELL . . . This Official Notice of Sale does not alone constitute an offer to sell the Bonds but is merely notice of sale of the Bonds. The invitation for bids on the Bonds is being made by means of this Official Notice of Sale, the Preliminary Official Statement and the Official Bid Form.

FINAL OFFICIAL STATEMENT . . . The District has prepared and authorized distribution of the accompanying Preliminary Official Statement for dissemination to potential purchasers of the Bonds, but does not presently intend to prepare any other document or version for such purpose except as described below. The District will be responsible for completing the Official Statement by inserting the interest rates and the purchase price bid by the Initial Purchaser and the initial public offering yields as provided by the Initial Purchaser to the District, and for preparing and inserting the final debt service schedule. The District does not intend to amend or supplement the Official Statement otherwise, except to take into account certain subsequent events, if any, as described below in “– Changes to Official Statement.” Accordingly, the District deems the accompanying Preliminary Official Statement to be final as of its date, within the meaning of SEC Rule 15c2-12(b)(1), except for the omission of the foregoing items. By delivering the final Official Statement or any amendment or supplement thereto in the requested quantity to the purchaser on or after the sale date, the District represents the same to be complete as of such date, within the meaning of SEC Rule 15c2-12(e)(3). Notwithstanding the foregoing, the only representations concerning the absence of material misstatements or omissions from the Official Statement which are or will be made by the District are those described in the Preliminary Official Statement under “PREPARATION OF OFFICIAL STATEMENT – Certification of Official Statement.”

CHANGES TO OFFICIAL STATEMENT . . . If, subsequent to the date of the Official Statement to and including the date the Initial Purchaser is no longer required to provide an Official Statement to potential customers who request the same pursuant to 15c2-12 of the federal Securities Exchange Act of 1934 (the “Rule”) (the earlier of (i) 90 days from the “end of the underwriting period” (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from a nationally recognized repository but in no case less than 25 days after the “end of the underwriting period”), the District learns or is notified by the Initial Purchaser of any adverse event which causes any of the key representations in the Official Statement to be materially misleading, the District will promptly prepare and supply to the Initial Purchaser a supplement to the Official Statement which corrects such representation to the reasonable satisfaction of the Initial Purchaser, unless the Initial Purchaser elects to terminate its obligation to purchase the Bonds as described above. See “DELIVERY AND ACCOMPANYING DOCUMENTS – Conditions to Delivery.” The obligation of the District to update or change the Official Statement will terminate when the District delivers the Bonds to the Initial Purchaser (the “end of the underwriting period” within the meaning of the Rule), unless the Initial Purchaser provides written notice to the District that less than all of the Bonds have been sold to ultimate customers on or before such date, in which case the obligation to update or change the Official Statement will extend for an additional period of time of 25 days after all the Bonds have been sold to ultimate customers (but not more than 90 days after the date the District delivers the Bonds to the Initial Purchaser). In the event the Initial Purchaser provides written notice to the District that less than all of the Bonds have been sold to ultimate customers, the Initial Purchaser agrees to notify the District in writing following the occurrence of the “end of the underwriting period” as defined in the Rule.

DELIVERY OF OFFICIAL STATEMENTS . . . The District will furnish Official Statements to the Initial Purchaser (and to each participating member of the underwriting syndicate, if any, of the Bonds, within the meaning of the Rule, designated by the Initial Purchaser), within seven (7) business days after the sale date. The District will also furnish to the Initial Purchaser any supplement or amendment prepared by the District for dissemination to potential purchasers of the Bonds as described above as well as such additional copies of the Official Statement or any supplement or amendment as the Initial Purchaser may reasonably request as described above in “– Changes to Official Statement” above.

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE . . . The offer and sale of the Bonds has not been registered or qualified under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder; and the Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein, nor have the Bonds been registered or qualified under the securities acts of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions. By submission of its bid, the Initial Purchaser represents that the sale of the Bonds in states other than the State of Texas will be made pursuant to exemptions from registration or qualification, or where necessary, the Initial Purchaser will register the Bonds in accordance with the securities laws of the state in which the Bonds are offered or sold. The District agrees to cooperate with the Initial Purchaser, at the Initial Purchaser’s written request and expense, in registering or qualifying the Bonds or obtaining an exemption from registration or qualification (other than filing a consent to service of process in such state), in any state where such action is necessary.

CONTINUING DISCLOSURE . . . The District will agree in the Bond Order to provide certain periodic information and notices of certain specified events in accordance with the Rule, as described in the Preliminary Official Statement under “CONTINUING DISCLOSURE OF INFORMATION.” The Initial Purchaser’s obligation to accept and pay for the Bonds is conditioned upon delivery to the Initial Purchaser(s) or its (their) agent of a certified copy of the Bond Order containing the agreement described under such heading.

ADDITIONAL COPIES OF DOCUMENTS . . . Additional copies of this Official Notice of Sale, the Preliminary Official Statement and the Official Bid Form may be obtained from the Financial Advisor, Garry Kimball, Specialized Public Finance Inc., 248 Addie Roy Road, Suite B-103, Austin, Texas 78746.

Nathan Neese, President
Board of Directors
Reunion Ranch Water Control and Improvement District

November 5, 2019

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OFFICIAL BID FORM

President and Board of Directors
 Reunion Ranch Water Control and Improvement District
 c/o Specialized Public Finance Inc.
 248 Addie Roy Road, Suite B-103
 Austin, Texas 78746

Board of Directors:

We have read in detail your Official Notice of Sale and accompanying Preliminary Official Statement dated November 5, 2019, relating to the Reunion Ranch Water Control and Improvement District (the "District") and its \$5,000,000 Unlimited Tax Bonds, Series 2019 (the "Bonds"), as made a part hereof. We realize that the Bonds involve certain risk factors, and we have made inspections and investigations as we deem necessary relating to the District and to the investment quality of the Bonds.

For your legally issued Bonds, in the aggregate principal amount of \$5,000,000, we will pay you a price of \$ _____, representing approximately _____% of the par value. Such Bonds mature August 15, in each of the years and in the amounts and interest rates shown below:

Maturity (August 15)	Principal Amount	Interest Rate	Maturity (August 15)	Principal Amount	Interest Rate
2020	\$ 185,000	%	2033	\$ 200,000	%
2021	130,000	%	2034	205,000	%
2022	135,000	%	2035	215,000	%
2023	140,000	%	2036	220,000	%
2024	145,000	%	2037	230,000	%
2025	150,000	%	2038	235,000	%
2026	155,000	%	2039	245,000	%
2027	160,000	%	2040	255,000	%
2028	165,000	%	2041	260,000	%
2029	175,000	%	2042	270,000	%
2030	180,000	%	2043	280,000	%
2031	185,000	%	2044	290,000	%
2032	190,000	%			

Of the principal maturities set forth in the table above, we have created term bonds as indicated in the following table (which may include multiple term bonds, one term bond or no term bond if none is indicated). For those years which have been combined into a term bond, the principal amount shown in the table above shall be the mandatory sinking fund redemption amounts in such years except that the amount shown in the year of the term bond maturity date shall mature in such year. The term bonds created are as follows:

Term Bonds Maturing August 15	Year of First Mandatory Redemption	Principal Amount	Interest Rate
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %

Our calculation (which is not a part of this bid) of the interest cost from the above is:

TOTAL INTEREST COST FROM 12/19/2019	\$ _____
PLUS DOLLAR AMOUNT OF DISCOUNT	\$ _____
NET INTEREST COST	\$ _____
NET EFFECTIVE INTEREST RATE	_____ %

We are having the Bonds insured by _____ at a premium of \$ _____, said premium to be paid by the Initial Purchaser. Any fees to be paid to the rating agency as a result of said insurance will be paid by the District.

A wire transfer or a cashiers or certified check to the District in the amount of \$100,000 will be made available in accordance with the Notice of Sale made a part hereof. Should we fail or refuse to make payment for the Bonds in accordance with the terms and conditions set forth in the Notice of Sale, the proceeds of this deposit shall be retained by the District as complete liquidated damages against us. Please check the box below to designate your Good Faith Deposit option.

The undersigned agrees to complete, execute, and deliver to the District, by the date of delivery of the Bonds, a certificate relating to the "issue price" of the Bonds in the form accompanying the Official Notice of Sale, with such changes thereto as may be acceptable to the District.

We understand the sale of the Bonds has not been registered under the United States Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder; the Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities acts of any other jurisdiction. We hereby represent the sale of the Bonds in jurisdictions other than Texas will be made only pursuant to exemptions from registration or qualification and that where necessary, we will register or qualify the Bonds in accordance with the securities laws and regulations of the jurisdiction in which the Bonds are offered or sold.

We further understand that the District assumes no responsibility or obligation for the distribution or delivery of any copies of the Official Statement or other information concerning the District and the Bonds to anyone other than to us.

We agree to provide in writing the initial reoffering prices and other terms, if any, to the Financial Advisor by the close of the next business day after the award.

The bidder hereby verifies that, at the time of execution and delivery of this bid, neither the bidder nor any syndicate member listed on the Official Bid Form, nor any parent company, wholly-or majority-owned subsidiaries, and other affiliates of the same, if any, boycotts Israel or, to the extent this Official Bid Form is a contract for goods or services, will boycott Israel through the date of delivery of the Bonds. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The bidder understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the bidder or any syndicate member listed on the Official Bid Form and exists to make a profit.

By submission of a bid, and as a condition of the award and delivery of the Bonds, the bidder represents that, neither the bidder nor any syndicate member listed on the Official Bid Form, nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudanlist.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/ftolist.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the bidder or any syndicate member listed on the Official Bid Form and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The bidder understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the bidder or any syndicate member listed on the Official Bid Form and exists to make a profit.

The undersigned certifies that it [is]/[is not] exempt from filing the Texas Ethics Commission (the "TEC") Certificate of Interested Parties Form 1295 (the "Form 1295") by virtue of being a publicly traded business entity or a wholly owned subsidiary of a publicly traded business entity.

Respectfully submitted,

Name of Initial Purchaser or Manager

Authorized Representative

Phone Number

Signature

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by Reunion Ranch Water Control and Improvement District this the 19th day of November, 2019.

ATTEST:

Secretary, Board of Directors
Reunion Ranch Water Control and Improvement District

President, Board of Directors
Reunion Ranch Water Control and Improvement District

ISSUE PRICE CERTIFICATE

(sales where 3 bids are received)

The undersigned, as the underwriter or the manager of the syndicate of underwriters ("Purchaser"), with respect to the purchase at competitive sale of the Unlimited Tax Bonds, Series 2019 issued by the Reunion Ranch Water Control and Improvement District ("Issuer") in the aggregate principal amount of \$5,000,000 ("Bonds"), hereby certifies and represents, based on its records and information, as follows:

(a) On the first day on which there was a binding contract in writing for the purchase of the Bonds by the Initial Purchaser, the Initial Purchaser's reasonably expected initial offering prices of each maturity of the Bonds with the same credit and payment terms (the "Expected Offering Prices") to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter are as set forth in the pricing wire or equivalent communication for the Bonds, as attached to this Certificate as Schedule A. The Expected Offering Prices are the prices for the Bonds used by the Initial Purchaser in formulating its bid to purchase the Bonds.

(b) The Initial Purchaser had an equal opportunity to bid to purchase the Bonds and it was not given the opportunity to review other bids that was not equally given to all other bidders (i.e., no last look).

(c) The bid submitted by the Initial Purchaser constituted a firm bid to purchase the Bonds.

For purposes of this Issue Price Certificate, the term "Underwriter" means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

The Initial Purchaser will purchase bond insurance from _____ (the "Insurer") for a fee/premium of \$_____ (the "Fee"). The Fee is a reasonable amount payable solely for the transfer of credit risk for the payment of debt service on the Bonds and does not include any amount payable for the cost other than such guarantee, e.g., a credit rating or legal fees. The Initial Purchaser represents that the present value of the Fee for each obligation constituting the Bonds to which such Fee is properly allocated and which are insured thereby is less than the represent value of the interest reasonably expected to be saved as a result of the insurance on each obligation constituting the Bonds. The Fee has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Bonds. In determining present value for this purpose, the yield of the Bonds (determined with regard to the payment of the guarantee fee) has been used as the discount rate. No portion of the Fee is refundable upon redemption of any of the Bonds in an amount which would exceed the portion of such Fee that has not been earned.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Initial Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED as of this _____.

_____, as Purchaser

By: _____

Name: _____

ISSUE PRICE CERTIFICATE

(sales where 3 bids are not received)

The undersigned, as the underwriter or the manager of the syndicate of underwriters ("Purchaser"), with respect to the purchase at competitive sale of the Unlimited Tax Bonds, Series 2019 issued by the Reunion Ranch Water Control and Improvement District ("Issuer") in the aggregate principal amount of \$5,000,000 ("Bonds"), hereby certifies and represents, based on its records and information, as follows:

(a) Other than the Bonds maturing in ____ ("Hold-the-Price Maturities"), if any, the first prices at which at least ten percent ("Substantial Amount") of the principal amount of each maturity of the Bonds having the same credit and payment terms ("Maturity") was sold on the date of sale of the Bonds (the "Sale Date") to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter ("Public") are their respective initial offering prices (the "Initial Offering Prices"), as listed in the pricing wire or equivalent communication for the Bonds that is attached to this Certificate as Schedule A.

(b) On or before the Sale Date, the Initial Purchaser offered to the Public each Maturity of the Hold-the-Price Maturities at their respective Initial Offering Prices, as set forth in Schedule A hereto.

(c) As set forth in the Notice of Sale, the Initial Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the Initial Offering Price for such Hold-the-Price Maturity until the earlier of the close of the fifth business day after the Sale Date or the date on which the Initial Purchaser sells a Substantial Amount of a Hold-the-Price Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Hold-the-Price Maturity.

For purposes of this Issue Price Certificate, the term "Underwriter" means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

The Initial Purchaser will purchase bond insurance from _____ (the "Insurer") for a fee/premium of \$ _____ (the "Fee"). The Fee is a reasonable amount payable solely for the transfer of credit risk for the payment of debt service on the Bonds and does not include any amount payable for the cost other than such guarantee, e.g., a credit rating or legal fees. The Initial Purchaser represents that the present value of the Fee for each obligation constituting the Bonds to which such Fee is properly allocated and which are insured thereby is less than the represent value of the interest reasonably expected to be saved as a result of the insurance on each obligation constituting the Bonds. The Fee has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Bonds. In determining present value for this purpose, the yield of the Bonds (determined with regard to the payment of the guarantee fee) has been used as the discount rate. No portion of the Fee is refundable upon redemption of any of the Bonds in an amount which would exceed the portion of such Fee that has not been earned.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Initial Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED as of this _____.

_____, as Purchaser

By: _____

Name: _____

SCHEDULE A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

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This Preliminary Official Statement and the information contained herein are subject to completion or amendment without notice. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT

Dated November 5, 2019

IN THE OPINION OF BOND COUNSEL, INTEREST ON THE BONDS WILL BE EXCLUDABLE FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES UNDER STATUTES, REGULATIONS, PUBLISHED RULINGS AND COURT DECISIONS EXISTING ON THE DATE THEREOF, SUBJECT TO THE MATTERS DESCRIBED UNDER "TAX MATTERS" HEREIN.

Rating:
Moody's: "Baa3"
Insurance: Applied For
(See: "MUNICIPAL BOND RATING AND INSURANCE")

NEW ISSUE – BOOK-ENTRY-ONLY

THE DISTRICT EXPECTS TO DESIGNATE THE BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS. SEE "TAX MATTERS."

\$5,000,000

REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
(A Political Subdivision of the State of Texas Located in Hays County, Texas)
UNLIMITED TAX BONDS, SERIES 2019

Dated: December 19, 2019

Due: August 15, as shown on the inside cover page

Interest to accrue from the date of Initial Delivery (as defined below)

The bonds described above (the "Bonds") are obligations solely of Reunion Ranch Water Control and Improvement District (the "District") and are not obligations of the State of Texas ("State"), Hays County (the "County"), the City of Dripping Springs (the "City"), Dripping Springs Independent School District or any entity other than the District.

The Bonds, when issued, will constitute valid and legally binding obligations of the District and will be payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property within the District. THE BONDS ARE SUBJECT TO SPECIAL RISK FACTORS DESCRIBED HEREIN. See "RISK FACTORS."

PAYMENT TERMS . . . Principal of the Bonds is payable at maturity or earlier redemption at the principal payment office of the paying agent/registrars, initially BOKF, NA, Dallas, Texas, (the "Paying Agent" or the "Paying Agent/Registrar") upon surrender of the Bonds for payment. Interest on the Bonds will accrue from the date of Initial Delivery and will be payable each February 15 and August 15, commencing August 15, 2020, until maturity or prior redemption. Interest on the Bonds will be payable on the basis of a 360-day year consisting of twelve 30-day months. The Bonds will be issued only in fully registered form in denominations of \$5,000 each or integral multiples thereof. The Bonds are subject to redemption prior to their maturity as provided on the inside cover page.

The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Beneficial owners of the Bonds will not receive physical certificates representing the Bonds, but will receive a credit balance on the books of the nominees of such beneficial owners. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the Paying Agent/Registrar directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Bonds. See "THE BONDS – Book-Entry-Only System."

PURPOSE . . . Proceeds of the Bonds will be used to finance the District's share of the following projects: (i) water, wastewater and drainage facilities to serve single-family and common area development in Reunion Ranch Phase 2, Section 5 and Phase 3, Section 1; (ii) impact fees; and (iii) engineering and inspection costs. The remaining Bond proceeds will be used to: (i) capitalize approximately six months' interest requirements on the Bonds; (ii) pay developer interest; and (iii) pay certain engineering costs and costs associated with the issuance of the Bonds.

CUSIP PREFIX: 76131M
MATURITY SCHEDULE
SEE INSIDE COVER PAGE

LEGALITY . . . The Bonds are offered by the Initial Purchaser subject to prior sale, when, as and if issued by the District and accepted by the Initial Purchaser, subject, among other things, to the approval of the Initial Bond by the Attorney General of Texas and the approval of certain legal matters by McCall, Parkhurst & Horton L.L.P., Austin, Texas, Bond Counsel.

DELIVERY . . . Delivery of the Bonds is expected through the facilities of DTC on December 19, 2019 ("Initial Delivery").

BIDS DUE ON TUESDAY, NOVEMBER 19, 2019, BY 10:00 AM, CST

MATURITY SCHEDULE

8/15 Maturity	Principal Amount	Interest Rate	Initial Yield ^(a)	CUSIP Numbers ^(b)
2020	\$ 185,000			
2021	130,000			
2022	135,000			
2023	140,000			
2024	145,000			
2025	150,000			
2026	155,000			
2027	160,000			
2028	165,000			
2029	175,000			
2030	180,000			
2031	185,000			
2032	190,000			
2033	200,000			
2034	205,000			
2035	215,000			
2036	220,000			
2037	230,000			
2038	235,000			
2039	245,000			
2040	255,000			
2041	260,000			
2042	270,000			
2043	280,000			
2044	290,000			

(Interest to accrue from the date of Initial Delivery)

- (a) Initial yield represents the initial offering yield to the public, which has been established by the Initial Purchaser for offers to the public and which subsequently may be changed.
- (b) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the Initial Purchaser, the District, nor the Financial Advisor is responsible for the selection or correctness of the CUSIP numbers set forth herein.

REDEMPTION PROVISIONS . . . The District reserves the right to redeem, prior to maturity, in integral multiples of \$5,000, those Bonds maturing on and after August 15, 2025 in whole or from time to time in part, on August 15, 2024, or on any date thereafter at a price of par plus accrued interest from the most recent interest payment date to the date fixed for redemption. Additionally, the Bonds may be subject to mandatory sinking fund redemption in the event the Initial Purchaser elects to aggregate two or more consecutive maturities as term Bonds. See “THE BONDS – Redemption.”

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For purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission, this document constitutes a Preliminary Official Statement of the District with respect to the Bonds that has been "deemed final" by the District as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

The Official Statement, when further supplemented by adding information specifying the interest rates and certain other information relating to the Bonds, shall constitute a "FINAL OFFICIAL STATEMENT" of the District with respect to the Bonds, as that term is defined in the Rule.

This Official Statement, which includes the cover page and the Appendices hereto, does not constitute an offer to sell or the solicitation of an offer to buy in any jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale. No dealer, broker, salesman or other person has been authorized by the District to give any information, or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon. This Official Statement does not constitute an offer to sell Bonds in any jurisdiction to any person to whom it is unlawful to make such an offer in such jurisdiction.

The information set forth herein has been obtained from the District and other sources believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the Financial Advisor. This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized.

The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or other matters described.

THE BONDS ARE EXEMPT FROM REGISTRATION WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION AND, CONSEQUENTLY, HAVE NOT BEEN REGISTERED THEREWITH. THE REGISTRATION, QUALIFICATION, OR EXEMPTION OF THE BONDS IN ACCORDANCE WITH APPLICABLE SECURITIES LAW PROVISIONS OF THE JURISDICTION IN WHICH THE BONDS HAVE BEEN REGISTERED, OR EXEMPTED, SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF.

NEITHER THE DISTRICT NOR THE FINANCIAL ADVISOR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT REGARDING THE DEPOSITORY TRUST COMPANY OR ITS BOOK-ENTRY-ONLY SYSTEM.

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The cover and inside cover page hereof, this page, the appendices included herein and any addenda, supplement or amendment hereto, are part of the Official Statement.

SALE AND DISTRIBUTION OF THE BONDS

AWARD OF THE BONDS . . . After requesting competitive bids for the Bonds, the District accepted the bid resulting in the lowest net effective interest rate, which bid was tendered by _____ (the "Initial Purchaser") bearing the interest rates shown on the inside cover page hereof, at a price of approximately _____% of the par value thereof which resulted in a net effective interest rate of _____% as calculated pursuant to Chapter 1204 of the Texas Government Code, as amended (the "IBA" method).

PRICES AND MARKETABILITY . . . The delivery of the Bonds is conditioned upon the receipt by the District of a certificate executed and delivered by the Initial Purchaser on or before the date of delivery of the Bonds stating the prices at which a substantial amount of the Bonds of each maturity has been sold to the public. For this purpose, the term "public" shall not include any person who is a bond house, broker or similar person acting in the capacity of underwriter or wholesaler. Otherwise, the District has no understanding with the Initial Purchaser regarding the reoffering yields or prices of the Bonds. Information concerning reoffering yields or prices is the responsibility of the Initial Purchaser.

The prices and other terms with respect to the offering and sale of the Bonds may be changed from time-to-time by the Initial Purchaser after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Bonds into investment accounts. In connection with the offering of the Bonds, the Initial Purchaser may over-allot or effect transactions which stabilize or maintain the market prices of the Bonds at levels above those which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The District has no control over trading of the Bonds in the secondary market. Moreover, there is no guarantee that a secondary market will be made in the Bonds. In such a secondary market, the difference between the bid and asked price of utility district bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional municipal entities, as bonds of such entities are more generally bought, sold or traded in the secondary market.

SECURITIES LAWS . . . No registration statement relating to the offer and sale of the Bonds has been filed with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein and the Bonds have not been registered or qualified under the securities laws of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any other jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdiction.

MUNICIPAL BOND RATING AND INSURANCE

The Bonds and the outstanding debt of the District have been rated "Baa3" by Moody's Investors Service, Inc. ("Moody's") without regard to credit enhancement. An application for municipal bond insurance has been made to various insurance companies. In the event the Bonds are qualified for municipal bond insurance, and the Initial Purchaser desires to purchase such insurance, the cost therefor will be paid by the Initial Purchaser.

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OFFICIAL STATEMENT SUMMARY

The following material is qualified in its entirety by the more detailed information and financial statements appearing elsewhere in this Official Statement. The offering of the Bonds to potential investors is made only by means of this entire Official Statement. No person is authorized to detach this summary from this Official Statement or to otherwise use it without the entire Official Statement.

THE DISTRICT

THE ISSUER	Reunion Ranch Water Control and Improvement District (the "District"), a political subdivision of the State of Texas, was created by order of the Texas Commission on Environmental Quality (the "TCEQ" or the "Commission"), effective August 15, 2005 and confirmed pursuant to an election held within the District on November 7, 2006. The District was created for the purpose of providing, operating, and maintaining facilities to control storm water, distribute potable water, collect and treat wastewater and operates pursuant to Chapters 49 and 51 of the Texas Water Code, as amended, and Article XVI, Section 59 of the Texas Constitution, as amended. See "THE DISTRICT – General."
LOCATION	<p>The District is located in Hays County approximately 14 miles west of IH-35 and lies wholly inside of the extraterritorial jurisdiction of the City of Dripping Springs, Texas and within the Boundaries of the Dripping Springs Independent School District. The District is located approximately six miles south of State Highway 290, off Ranch-to-Market Road 1826.</p> <p>The District is currently comprised of approximately 524 acres being developed as Reunion Ranch, a single-family residential community. See "THE DISTRICT – Location" and "LOCATION MAP."</p>
THE DEVELOPER	The developer currently active within the District is Taylor Morrison of Texas, Inc. ("Taylor Morrison" or the "Developer"), a Texas corporation. See "THE DEVELOPER – Description of Developer" and "THE DISTRICT – Current Status of Development." See "DESCRIPTION OF OTHER LANDOWNERS."
DEVELOPMENT WITHIN THE DISTRICT	<p>Of the approximately 524 acres within the District, approximately 225 acres have been developed with utility facilities as a single family residential subdivision including an approximately 2 acre amenity center. As of September 1, 2019, the following sections have been developed with utility facilities: Phase 1; Phase 2, Sections 1, 2, 3, 4 and 5; Phase 3, Sections 1, 2, 3 and 5. As of September 1, 2019, the development in the District consisted of 344 completed homes (of which 336 were occupied and 8 were unoccupied), 54 homes under construction and 102 vacant developed lots.</p> <p>To date, the Developer has advanced funds in the approximate amount of \$17,617,000 to construct water, wastewater and drainage facilities to serve the property within the District. Following the issuance of the Bonds, the District will still owe the Developer approximately \$4,385,000 for additional water, wastewater and drainage facilities which have been constructed to date. See "THE DISTRICT – Current Status of Development."</p>
HOMEBUILDERS	Taylor Morrison of Texas, Inc. is the only current homebuilder in the District. The homes range in price from approximately \$400,000 to \$590,000, with square footage ranging from approximately 2,500 to 4,500. See "THE DEVELOPER – Homebuilders within the District."

THE BONDS

DESCRIPTION	The Bonds in the aggregate principal amount of \$5,000,000 mature serially in varying amounts on August 15 of each year from 2020 through 2044, inclusive, in the principal amounts set forth on the inside cover page hereof. Interest accrues from the date of Initial Delivery and is payable August 15, 2020 and each February 15 and August 15 thereafter until maturity or earlier redemption. The Bonds are offered in fully registered form in integral multiples of \$5,000 for any one maturity. See "THE BONDS – General Description."
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REDEMPTION	The District reserves the right to redeem, prior to maturity, in integral multiples of \$5,000, those Bonds maturing on and after August 15, 2025 in whole or from time to time in part, on August 15, 2024, or on any date thereafter at a price of par plus accrued interest from the most recent interest payment date to the date fixed for redemption. Additionally, the Bonds may be subject to mandatory sinking fund redemption in the event the Initial Purchaser elects to aggregate two or more consecutive maturities as term Bonds. See “THE BONDS – Redemption.”
SOURCE OF PAYMENT	Principal of and interest on the Bonds are payable from the proceeds of a continuing direct annual ad valorem tax levied upon all taxable property within the District, which under Texas law is not legally limited as to rate or amount. See “TAXING PROCEDURES.” The Bonds are obligations solely of the District and are not obligations of the City of Dripping Springs; Dripping Springs Independent School District; Hays County, Texas; the State of Texas; or any entity other than the District. See “THE BONDS – Source of and Security for Payment.”
PAYMENT RECORD	The Bonds constitute the fifth installment of bonds issued by the District for construction of the water, sanitary sewer and drainage system (the “System”). See “FINANCIAL STATEMENT – Unlimited Tax Bonds Authorized but Unissued.”
AUTHORITY FOR ISSUANCE	The Bonds are issued pursuant to Article XVI, Section 59 of the Texas Constitution and the general laws of the State of Texas including Chapters 49 and 51 of the Texas Water Code, as amended, a bond election held within the District on November 6, 2012, the approving order of the TCEQ and an order (the “Bond Order”) adopted by the Board of Directors of the District on the date of the sale of the Bonds. See “THE BONDS – Authority for Issuance.”
USE OF PROCEEDS	<p>Proceeds of the Bonds will be used to finance the District’s share of the following projects: (i) water, wastewater and drainage facilities to serve single-family and common area development in Reunion Ranch Phase 2, Section 5 and Phase 3, Section 1; (ii) impact fees; and (iii) engineering and inspection costs. The remaining Bond proceeds will be used to: (i) capitalize approximately six months’ interest requirements on the Bonds; (ii) pay developer interest; and (iii) pay certain engineering costs and costs associated with the issuance of the Bonds.</p> <p>The remaining Bond proceeds will be used to: (i) capitalize approximately six months’ interest requirements on the Bonds; (ii) pay developer interest; and (iii) pay certain engineering costs and costs associated with the issuance of the Bonds. See “USE AND DISTRIBUTION OF BOND PROCEEDS.”</p>
BONDS AUTHORIZED BUT UNISSUED	At an election held within the District on November 6, 2012, the voters within the District approved the issuance of \$30,000,000 in bonds for water, wastewater and drainage facilities. After the sale of the Bonds, the District will have \$7,050,000 remaining in authorized but unissued bonds. Additionally, at the election held in the District on November 6, 2012, the voters within the District also approved the issuance of \$45,000,000 in refunding bonds. The District has not issued any park and recreational facilities bonds or refunding bonds. See “FINANCIAL STATEMENT – Outstanding Bonds” and “THE BONDS – Future Debt.”
MUNICIPAL BOND RATING	The Bonds and the outstanding debt of the District have been rated “Baa3” by Moody’s Investors Service, Inc. (“Moody’s”) without regard to credit enhancement.
MUNICIPAL BOND INSURANCE	In the event the Bonds are qualified for municipal bond insurance, and the Initial Purchaser desires to purchase such insurance, the cost therefor will be paid by the Initial Purchaser. Any fees to be paid to a rating agency as a result of said insurance will be paid by the District. It will be the responsibility of the Initial Purchaser to disclose the existence of insurance, its terms and the effect thereof with respect to the reoffering of the Bonds.
QUALIFIED TAX-EXEMPT OBLIGATIONS	The District expects to designate the Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended,

and have represented that the total amount of tax-exempt obligations (including the Bonds) issued by it during calendar year 2019 is not reasonably expected to exceed \$10,000,000. See “TAX MATTERS – Qualified Tax-Exempt Obligations for Financial Institutions.”

BOND COUNSEL & DISCLOSURE COUNSEL	McCall, Parkhurst & Horton L.L.P., Austin, Texas
GENERAL COUNSEL	Willatt & Flickinger, PLLC, Austin, Texas
FINANCIAL ADVISOR	Specialized Public Finance Inc., Austin, Texas
ENGINEER	Murfee Engineering Company Inc., Austin, Texas

RISK FACTORS

The purchase and ownership of the Bonds involve certain risk factors and all prospective purchasers are urged to examine carefully the Official Statement, including particularly the section captioned “RISK FACTORS,” with respect to investment in the Bonds.

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SELECTED FINANCIAL INFORMATION
(Unaudited as of September 11, 2019)

2017 Certified Taxable Assessed Valuation	\$ 97,645,704	(a)
2018 Certified Taxable Assessed Valuation	\$ 134,087,268	(a)
2019 Certified Taxable Assessed Valuation	\$ 169,812,068	(a)
Estimated Taxable Assessed Valuation (as of September 1, 2019).....	\$ 194,698,000	(b)
Gross Direct Debt Outstanding	\$ 22,460,000	(c)
Estimated Overlapping Debt.....	9,803,460	(d)
Gross Direct Debt Outstanding and Estimated Overlapping Debt	\$ 32,263,460	
Ratios of Gross Direct Debt Outstanding to:		
2019 Certified Taxable Assessed Valuation	13.23%	
Estimated Taxable Assessed Value (as of September 1, 2019).....	11.54%	
Ratios of Gross Direct Debt Outstanding and Estimated Overlapping Debt to:		
2019 Certified Taxable Assessed Valuation	19.00%	
Estimated Taxable Assessed Value (as of September 1, 2019).....	16.57%	
2019 Tax Rate:		
Debt Service.....	\$ 0.7250	
Maintenance & Operation.....	0.1500	
Total.....	\$ 0.8750	(e)
General Operating Fund Balance as of September 11, 2019 (unaudited)	\$ 954,358	
Debt Service Fund Balance as of September 11, 2019 (unaudited)	\$ 895,913	(f)
Capital Projects Fund Balance as of September 11, 2019 (unaudited).....	\$ 36,550	
Projected Average Annual Debt Service Requirement on the Bonds and outstanding debt (2020-2044)	\$ 1,352,091	(c)
Projected Maximum Annual Debt Service Requirement on the Bonds and outstanding debt (2040) ..	\$ 1,480,713	(c)
Tax Rates Required to Pay Projected Average Annual Debt Service (2020-2044) at a 95% Collection Rate		
Based upon 2019 Certified Taxable Assessed Valuation.....	\$ 0.8382	
Tax Rates Required to Pay Projected Maximum Annual Debt Service (2040) at a 95% Collection Rate		
Based upon 2019 Certified Taxable Assessed Valuation.....	\$ 0.9179	
Number of Active Connections as of September 1, 2019:		
Total Developed Single-Family Lots	524	
Single Family Homes– Completed & Occupied	336	
Single Family Homes – Completed & Unoccupied	8	
Single Family Homes – Under Construction	54	
Single Family – Vacant Developed Lots	102	
Estimated Population as of September 1, 2019	1,176	(g)

- (a) Assessed valuation of the District as certified by the Hays Central Appraisal District (“HCAD”). See “TAXING PROCEDURES.”
- (b) Estimated Taxable Assessed Valuation as of September 1, 2019 as provided by HCAD is included solely for purposes of illustration.
- (c) Includes the Bonds. See “DEBT SERVICE REQUIREMENTS.”
- (d) See “FINANCIAL STATEMENT – Estimated Overlapping Debt.”
- (e) The District levied a 2019 total tax rate of \$0.8750. See “Table 9 – District Tax Rates.”
- (f) Excludes \$118,750 in capitalized interest on the Bonds (approximately six months interest at 4.75%). Neither Texas law nor the Bond Order requires that the District maintain any particular sum in the District’s Debt Service Fund.
- (g) Based upon 3.5 residents per completed and occupied single family home.

OFFICIAL STATEMENT
Relating to

\$5,000,000

REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
(A Political Subdivision of the State of Texas Located in Hays County, Texas)
UNLIMITED TAX BONDS, SERIES 2019

INTRODUCTION

This Official Statement provides certain information in connection with the issuance by the Reunion Ranch Water Control and Improvement District (the "District"), a political subdivision of the State of Texas (the "State"), of its \$5,000,000 Unlimited Tax Bonds, Series 2019 (the "Bonds").

The Bonds are issued pursuant to an order (the "Bond Order") adopted by the Board of Directors of the District on the date of the sale of the Bonds, pursuant to Article XVI, Section 59 of the Constitution and general laws of the State, including Chapters 49 and 51 of the Texas Water Code, as amended, a bond election held within the District on November 6, 2012, and the approving order of the Texas Commission on Environmental Quality (the "TCEQ" or the "Commission").

Unless otherwise indicated, capitalized terms used in this Official Statement have the same meaning assigned to such terms in the Bond Order.

Included in this Official Statement are descriptions of the Bonds and certain information about the District and its finances. ALL DESCRIPTIONS OF DOCUMENTS CONTAINED HEREIN ARE SUMMARIES ONLY AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO EACH SUCH DOCUMENT. Copies of such documents may be obtained from the District c/o Willatt & Flickinger, PLLC, 12912 Hill Country Boulevard, Suite F-232 Austin, Texas 78738 or from the District's Financial Advisor, Specialized Public Finance Inc., 248 Addie Roy Road, Suite B-103, Austin, Texas, 78746, upon payment of reasonable copying, mailing and handling charges.

THE BONDS

GENERAL DESCRIPTION . . . The Bonds are dated December 19, 2019 and will mature on August 15 of the years and in the principal amounts, and will bear interest at the rates per annum, set forth on the inside cover page hereof. Interest on the Bonds will accrue from the date of Initial Delivery, will be paid on August 15, 2020 and each February 15 and August 15 thereafter until maturity or earlier redemption and will be calculated on the basis of a 360-day year composed of twelve 30-day months. The Bonds will be issued in fully registered form only, without coupons, in denominations of \$5,000 or any integral multiple thereof, and when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"), New York, New York, acting as securities depository for the Bonds until DTC resigns or is discharged. The Bonds initially will be available to purchasers in book-entry form only. So long as Cede & Co., as the nominee of DTC, is the registered owner of the Bonds, principal of and interest on the Bonds will be payable by the paying agent to DTC, which will be solely responsible for making such payment to the beneficial owners of the Bonds. The initial paying agent for the Bonds is BOKF, NA, Dallas, Texas (the "Paying Agent" or "Paying Agent/Registrar").

REDEMPTION . . . The District reserves the right, at its option, to redeem the Bonds maturing on and after August 15, 2025, prior to their scheduled maturities, in whole or in part, in integral multiples of \$5,000 on August 15, 2024, or any date thereafter, at a price of par value plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all of the Bonds are redeemed at any time, the maturities of the Bonds to be redeemed will be selected by the District. If less than all the Bonds of a certain maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent/Registrar by lot or other random method (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form).

Notice of Redemption . . . At least 30 calendar days prior to the date fixed for any optional redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent by United States mail, first-class postage prepaid, at least 30 calendar days prior to the date fixed for redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the 45th calendar day prior to such redemption date and to major securities depositories and bond information services.

The Bonds of a denomination larger than \$5,000 may be redeemed in part (\$5,000 or any multiple thereof). Any Bond to be partially redeemed must be surrendered in exchange for one or more new Bonds of the same maturity for the unredeemed portion of the principal of the Bonds so surrendered. In the event of redemption of less than all of the Bonds, the particular Bonds to be redeemed shall be selected by the District, if less than all of the Bonds of a particular maturity are to be redeemed, the Paying Agent is required to select the Bonds of such maturity to be redeemed by lot.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Order have been met and money sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed will

have been received by the Paying Agent prior to the giving of such notice of redemption, such notice will state that said redemption may, at the option of the District, be conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not fulfilled, such notice will be of no force and effect, the District will not redeem such Bonds, and the Paying Agent will give notice in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

DTC REDEMPTION PROVISION . . . The Paying Agent/Registrar and the District, so long as a book-entry-only system (“Book-Entry-Only-System”) is used for the Bonds, will send any notice of redemption, notice of proposed amendment to the Bond Order or other notices with respect to the Bonds only to DTC. Any failure by DTC to advise any DTC Participant, as herein defined, or of any Direct Participant or Indirect Participant, as herein defined, to notify the beneficial owner, shall not affect the validity of the redemption of Bonds called for redemption or any other action premised on any such notice. Redemption of portions of the Bonds by the District will reduce the outstanding principal amount of such Bonds held by DTC. In such event, DTC may implement, through its Book-Entry-Only System, a redemption of such Bonds held for the account of DTC Participants in accordance with its rules or other agreements with DTC Participants and then Direct Participants and Indirect Participants may implement a redemption of such Bonds and such redemption will not be conducted by the District or the Paying Agent/Registrar. Neither the District nor the Paying Agent/Registrar will have any responsibility to the DTC Participants.

Indirect Participants or the persons for whom DTC Participants act as nominees with respect to the payments on the Bonds or the providing of notice to Direct Participants, Indirect Participants, or beneficial owners of the selection of portions of the Bonds for redemption.

TERMINATION OF BOOK-ENTRY-ONLY SYSTEM . . . The District is initially utilizing the Book-Entry-Only System of DTC. See “BOOK-ENTRY-ONLY SYSTEM.” In the event that the Book-Entry-Only System is discontinued by DTC or the District, the following provisions will be applicable to the Bonds.

Payment . . . Principal of the Bonds will be payable at maturity to the registered owners as shown by the registration books maintained by the Paying Agent upon presentation and surrender of the Bonds to the Paying Agent at the designated office for payment of the Paying Agent in Austin, Texas (the “Designated Payment/Transfer Office”). Interest on the Bonds will be payable by check or draft, dated as of the applicable interest payment date, sent by the Paying Agent by United States mail, first-class, postage prepaid, to the registered owners at their respective addresses shown on such records, or by such other method acceptable to the Paying Agent requested by registered owner at the risk and expense of the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

Registration . . . If the Book-Entry-Only System is discontinued, the Bonds may be transferred and re-registered on the registration books of the Paying Agent only upon presentation and surrender thereof to the Paying Agent at the Designated Payment/Transfer Office. A Bond also may be exchanged for a Bond or Bonds of like maturity and interest and having a like aggregate principal amount or maturity amount, as the case may, upon presentation and surrender at the Designated Payment/Transfer Office. All Bonds surrendered for transfer or exchange must be endorsed for assignment by the execution by the registered owner or his duly authorized agent of an assignment form on the Bonds or other instruction of transfer acceptable to the Paying Agent. Transfer and exchange of Bonds will be without expense or service charge to the registered owner, except for any tax or other governmental charges required to be paid with respect to such transfer or exchange. A new Bond or Bonds, in lieu of the Bond being transferred or exchanged, will be delivered by the Paying Agent to the registered owner, at the Designated Payment/Transfer Office of the Paying Agent or by United States mail, first-class, postage prepaid. To the extent possible, new Bonds issued in an exchange or transfer of Bonds will be delivered to the registered owner not more than three (3) business days after the receipt of the Bonds to be canceled in the exchange or transfer in the denominations of \$5,000 or any integral multiple thereof.

Limitation on Transfer of Bonds . . . Neither the District nor the Paying Agent shall be required to make any transfer, conversion or exchange to an assignee of the registered owner of the Bonds (i) during the period commencing on the close of business on the fifteenth (15th) calendar day of the month (whether or not a business day) preceding each interest payment date (the “Record Date”) and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled balance of a Bond.

Replacement Bonds . . . If a Bond is mutilated, the Paying Agent will provide a replacement Bond in exchange for the mutilated bond. If a Bond is destroyed, lost or stolen, the Paying Agent will provide a replacement Bond upon (i) the filing by the registered owner with the Paying Agent of evidence satisfactory to the Paying Agent of the destruction, loss or theft of the Bond and the authenticity of the registered owner’s ownership and (ii) the furnishing to the Paying Agent of indemnification in an amount satisfactory to hold the District and the Paying Agent harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond must be borne by the registered owner. The provisions of the Bond Order relating to the replacement Bonds are exclusive and to the extent lawful, preclude all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

AUTHORITY FOR ISSUANCE . . . At an election held within the District on November 6, 2012, voters within the District authorized a total of \$30,000,000 in unlimited tax bonds for water, wastewater and drainage facilities. The Bonds constitute the fifth installment of bonds issued by the District. After the sale of the Bonds, \$7,050,000 principal amount of District bonds will remain authorized but unissued for water, wastewater and drainage facilities. Additionally, at the election held in the District on November 6, 2012, the voters within the District also approved the issuance of \$45,000,000 in refunding bonds. The District has not issued any park and recreational facilities bonds or refunding bonds. The Bonds are issued pursuant to the terms and provisions of the Bond Order, Chapters 49 and 51 of the Texas Water Code, as amended, and Article XVI, Section 59 of the Texas Constitution. The issuance of the Bonds has been approved by an order of the TCEQ dated October 11, 2018.

SOURCE OF AND SECURITY FOR PAYMENT . . . The Bonds will be payable from and secured by a pledge of the proceeds of a continuing, direct, annual ad valorem tax without legal limitation as to rate or amount levied against all taxable property located within the District. The Board covenants in the Bond Order that, while any of the Bonds are outstanding and the District is in existence, it will levy an annual ad valorem tax and will undertake to collect such a tax against all taxable property within the District at a rate from year to year sufficient, full allowance being made for anticipated delinquencies, together with revenues and receipts from other sources which are legally available for such purposes, to pay interest on the Bonds as it becomes due, to provide a sinking fund for the payment of principal of the Bonds when due or the redemption price at any earlier required redemption date, to pay when due any other contractual obligations of the District payable in whole or in part from taxes, and to pay the expenses of assessing and collecting such tax. The net proceeds from taxes levied to pay debt service on the Bonds are required to be placed in a special account of the District designated its "Debt Service Fund" for the Bonds. The Bond Order provides for the termination of the pledge of taxes when and if Dripping Springs dissolves the District and assumes all debts and liabilities of the District.

The District is located entirely within the extraterritorial jurisdiction of the City. Under prior Texas law, a municipality could annex and dissolve a municipal utility district located within its extraterritorial jurisdiction without consent of the district or its residents. Under House Bill 347 approved during the 86th Regular Legislative Session ("HB 347"), (a) a municipality may annex a district with a population of less than 200 residents only if: (i) the municipality obtains consent to annex the area through a petition signed by more than 50% of the registered voters of the district, and (ii) if the registered voters in the area to be annexed do not own more than 50% of the land in the area, a petition has been signed by more than 50% of the landowners consenting to the annexation; and (b) a municipality may annex a district with a population of 200 residents or more only if: (i) such annexation has been approved by a majority of those voting in an election held for that purpose within the area to be annexed, and (ii) if the registered voters in the area to be annexed do not own more than 50% of the land in the area, a petition has been signed by more than 50% of the landowners consenting to the annexation. Notwithstanding the foregoing, a municipality may annex an area if each owner of land in the area requests the annexation. As of September 1, 2019, the District had an estimated population of 1,176, thus triggering the voter approval and/or landowner consent requirements discussed in clause (b) above. The described election and petition process does not apply, however, during the term of a strategic partnership agreement between a municipality and a district specifying the procedures for annexation of all or a portion of the District.

If a municipal utility district is annexed, the municipality must assume the assets, functions, and obligations of the District, including outstanding bonds, and the pledge of taxes will terminate. No representation is made concerning the likelihood of annexation and dissolution or the ability of the City to make debt service payments on the Bonds should dissolution occur.

The Bonds are obligations solely of the District and are not obligations of the City of Dripping Springs; Dripping Springs Independent School District; Hays County, Texas; the State of Texas; or any political subdivision or entity other than the District.

PAYMENT RECORD . . . The Bonds constitute the fifth installment of bonds issued by the District. The District has previously issued \$3,500,000 Unlimited Tax Bonds, Series 2015, \$3,700,000 Unlimited Tax Bonds, Series 2016, \$5,750,000 Unlimited Tax Bonds, Series 2017 and \$5,000,000 Unlimited Tax Bonds, Series 2018 (the "Outstanding Bonds"). The District has not defaulted on the payment of principal of or interest on the Outstanding Bonds

FLOW OF FUNDS . . . The Bond Order creates the establishment and maintenance by the District of a Debt Service Fund and a Capital Projects Fund.

Each fund shall be kept separate and apart from all other funds of the District. The Debt Service Fund shall constitute a trust fund which shall be held in trust for the benefit of the registered owner of the Bonds.

Any cash balance in any fund must be continuously secured by a valid pledge to the District of securities eligible under the laws of Texas to secure the funds of water control and improvement districts having an aggregate market value, exclusive of accrued interest, at all times equal to the cash balance in the fund to which such securities are pledged.

Debt Service Fund . . . The Bond Order establishes the Debt Service Fund to be used to pay principal and interest on and Paying Agent fees in respect to the Bonds. The Bond Order requires that the District deposit to the credit of the Debt Service Fund (i) from the delivery of the Bonds to the Initial Purchaser, the amount received from proceeds of the Bonds representing accrued interest, if any, and capitalized interest on the Bonds, (ii) District ad valorem taxes (and penalties and interest thereon) levied to pay debt service requirements on (or fees and expenses of the Paying Agent with respect of) the Bonds, and (iii) such other funds as the Board shall, at its option, deem advisable. The Bond Order requires that the Debt Service Fund be applied solely to provide for the payment of the principal or redemption price of and interest on the Bonds when due, and to pay fees to Paying Agent when due.

Capital Projects Fund . . . The Capital Projects Fund is the capital improvements fund of the District. The Bond Order requires the District to deposit to the credit of the Capital Projects Fund the balance of the proceeds of the Bonds remaining after the deposits to the Debt Service Fund provided in the Bond Order. The Capital Projects Fund may be applied solely to (i) pay the costs necessary or appropriate to accomplish the purposes for which the Bonds are issued, (ii) pay the costs of issuing the Bonds and (iii) to the extent the proceeds of the Bonds and investment income attributable thereto are in excess of the amounts required to acquire and construct water, wastewater and drainage facilities as approved by TCEQ, then in the discretion of the District to transfer such unexpended proceeds or income to the Debt Service Fund or as otherwise authorized by the TCEQ.

DEFEASANCE OF OUTSTANDING BONDS . . . *General* . . . The Bond Order provides for the defeasance of the Bonds and the termination of the pledge of taxes and all other general defeasance covenants in the Bond Order under certain circumstances. Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding within the meaning of the Bond Order (a "Defeased Bond"), except to the extent provided below for the Paying Agent to continue payments, when the payment of all principal and interest payable with respect to such Bond to the due date or dates thereof (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities (defined below) that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, or (3) any combination of (1) and (2) above, and when proper arrangements have been made by the District with the Paying Agent or an eligible trust company or commercial bank for the payment of its services until after all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes levied and pledged, as provided in the Bond Order and such principal and interest shall be payable solely from such money or Defeasance Securities, and shall not be regarded as outstanding under the Bond Order.

Any money so deposited with or made available to the Paying Agent or an eligible trust company or commercial bank also may be invested at the written direction of the District in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent or an eligible trust company or commercial bank that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be remitted to the District or deposited as directed in writing by the District.

Until all Defeased Bonds shall have become due and payable, the Paying Agent shall perform the services of Registrar for such Defeased Bonds the same as if they had not been defeased, and the District shall make proper arrangements to provide and pay for such services as required by the Bond Order.

For purposes of these provisions, "Defeasance Securities" means (i) direct non-callable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) non-callable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Board of Directors adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) non-callable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Board of Directors adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

Any such obligations must be certified by an independent public accounting firm of national reputation to be of such maturities and interest payment dates and bear such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, be sufficient to provide all debt service payments on the Bonds.

Retention of Rights . . . To the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the District retains the right under Texas law to later call the Defeased Bond for redemption in accordance with the provisions of the order authorizing its issuance, the District may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon satisfaction of the provisions set forth above regarding such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

Investments . . . Any escrow agreement or other instrument entered into between the District and the Paying Agent or an eligible trust company or commercial bank pursuant to which money and/or Defeasance Securities are held by the Paying Agent or an eligible trust company or commercial bank for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of certain requirements. All income from such Defeasance Securities received by the Paying Agent or an eligible trust company or commercial bank which is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, will be remitted to the District or deposited as directed in writing by the District.

PAYING AGENT/REGISTRAR . . . Principal of and semiannual interest on the Bonds will be paid by BOKF, NA having an office for payment in Dallas, Texas, the Paying Agent. The Paying Agent must be either a bank, trust company, financial institution or other entity duly qualified and equally authorized to serve and perform the duties as paying agent and registrar for the Bonds.

Provision is made in the Bond Order for the District to replace the Paying Agent by a resolution of the District giving notice to the Paying Agent of the termination of the appointment, stating the effective date of the termination and appointing a successor Paying Agent. If the Paying Agent is replaced by the District, the new Paying Agent shall be required to accept the previous Paying Agent's records and act in the same capacity as the previous Paying Agent. Any successor paying agent/registrar selected by the District shall be subject to the same qualification requirements as the Paying Agent. The successor paying agent/registrar, if any, shall be determined by the Board of Directors and written notice thereof, specifying the name and address of such successor paying agent/registrar will be sent by the District or the successor paying agent/registrar to each registered owner by first-class mail, postage prepaid.

RECORD DATE . . . The Record Date for payment of the interest on Bonds on any regularly scheduled interest payment date is defined as the last calendar day of the month (whether or not a business day) preceding such interest payment date.

ISSUANCE OF ADDITIONAL DEBT . . . According to the District's engineer, the \$7,050,000 in principal amount of bonds authorized but unissued (after issuance of the Bonds), may not be sufficient to reimburse the developer for the water, wastewater and drainage development within the District. In addition, voters may authorize the issuance of additional bonds or other contractual obligations secured by ad valorem taxes. The District also has the right to issue refunding bonds, as well as revenue bonds and notes without voter approval. Additionally, at the election held in the District on November 6, 2012, the voters within the District also approved the issuance of \$45,000,000 in refunding bonds. See "FINANCIAL STATEMENT – Authorized but Unissued Bonds." The District has not issued any park and recreational facilities bonds or refunding bonds. Neither Texas law nor the Bond Order imposes a limitation on the amount of additional bonds which may be issued by the District. Any additional bonds issued by the District may dilute the security of the Bonds. See "RISK FACTORS." The District does not employ any formula with respect to assessed valuations, tax collections or otherwise to limit the amount of parity bonds which it may issue. The issuance of additional bonds is subject to approval of the TCEQ pursuant to its rules regarding issuance and feasibility of bonds. In addition, future changes in health or environmental regulations could require the construction and financing of additional improvements without any corresponding increases in taxable value in the District.

LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS . . . Pursuant to Section 49.186 of the Texas Water Code, bonds, notes or other obligations issued by a water control and improvement district "shall be legal and authorized investments for all banks, trust companies, building and loan associations, savings and loan associations, insurance companies of all kinds and types, fiduciaries, and trustees, and for all interest and sinking funds and other public funds of the State, and all agencies, subdivisions, and instrumentalities of the State, including all counties, cities, towns, villages, school districts and all other kinds and types of districts, public agencies and bodies politic." Additionally, Section 49.186 of the Texas Water Code provides that bonds, notes or other obligations issued by a water control and improvement district are eligible and lawful security for all deposits of public funds of the State and all agencies, subdivisions and instrumentalities of the State. For political subdivisions in Texas which have adopted investment policies and guidelines in accordance with the Public Funds Investment Act (Texas Government Code, Chapter 2256), the Bonds may have to be assigned a rating of not less than "A" or its equivalent as to investment quality by a national rating agency before such obligations are eligible investments for sinking funds and other public funds.

The District makes no representation that the Bonds will be acceptable to banks, savings and loan associations, or public entities for investment purposes or to secure deposits of public funds. The District has made no investigation of other laws, regulations or investment criteria which might apply to or otherwise limit the availability of the Bonds for investment or collateral purposes. Prospective purchasers are urged to carefully evaluate the investment quality of the Bonds and as to the acceptability of the Bonds for investment or collateral purposes.

SPECIFIC TAX COVENANTS . . . In the Bond Order the District has covenanted with respect to, among other matters, the use of the proceeds of the Bonds and the manner in which the proceeds of the Bonds are to be invested. The District may omit to comply with any such covenant if it has received a written opinion of a nationally recognized bond counsel to the effect that regulations or rulings hereafter promulgated modify or expand provisions of the Internal Revenue Code of 1986, as amended (the "Code"), so that such covenant is ineffective or inapplicable or non-compliance with such covenant will not adversely affect the exemption from federal income taxation of interest on the Bonds under Section 103 of the Code.

ADDITIONAL COVENANTS . . . The District has additionally covenanted in the Bond Order that it will keep accurate records and accounts and employ an independent certified public accountant to audit and report on its financial affairs at the close of each fiscal year, such audits to be in accordance with applicable law, rules and regulations and open to inspection in the office of the District.

REMEDIES IN EVENT OF DEFAULT . . . The Bond Order establishes specific events of default with respect to the Bonds. If the District defaults in the payment of the principal of or interest on the Bonds when due, or the District defaults in the observance or performance of any of the covenants, conditions, or obligations of the District, the failure to perform which materially, adversely affects the rights of the owners, including but not limited to, their prospect or ability to be repaid in accordance with the Bond Order, and the continuation thereof for a period of 60 days after notice of such default is given by any owner to the District, the Bond Order and Chapter 51 of the Texas Water Code provides that any registered owner is entitled to seek a writ of mandamus from a court of proper jurisdiction requiring the District to make such payment or observe and perform such covenants, obligations,

or conditions. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the Bonds or the Bond Order and the District's obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, subject to the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The Bond Order does not provide for the appointment of a trustee to represent the interest of the Bondholders upon any failure of the District to perform in accordance with the terms of the Bond Order, or upon any other condition and accordingly all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the registered owners. On June 30, 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 49 Tex. Sup. CT. J. 819 (Tex. 2006), that a waiver of sovereign immunity in a contractual dispute must be provided for by statute in "clear and unambiguous" language. Because it is unclear whether the Texas legislature has effectively waived the District's sovereign immunity from a suit for money damages, Bondholders may not be able to bring such a suit against the District for breach of the Bonds or Bond Order covenants. Even if a judgment against the District could be obtained, it could not be enforced by direct levy and execution against the District's property. Further, the registered owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. Furthermore, the District is eligible to seek relief from its creditors under Chapter 9 of the U.S. Bankruptcy Code ("Chapter 9"). Although Chapter 9 provides for the recognition of a security interest represented by a specifically pledged source of revenues, the pledge of ad valorem taxes in support of a general obligation of a bankrupt entity is not specifically recognized as a security interest under Chapter 9. Chapter 9 also includes an automatic stay provision that would prohibit, without Bankruptcy Court approval, the prosecution of any other legal action by creditors or Bondholders of an entity which has sought protection under Chapter 9. Therefore, should the District avail itself of Chapter 9 protection from creditors, the ability to enforce would be subject to the approval of the Bankruptcy Court (which could require that the action be heard in Bankruptcy Court instead of other federal or state court); and the Bankruptcy Code provides for broad discretionary powers of a Bankruptcy Court in administering any proceeding brought before it. The opinion of Bond Counsel will note that all opinions relative to the enforceability of the Bonds are qualified with respect to the customary rights of debtors relative to their creditors.

CONSOLIDATION . . . A district (such as the District) has the legal authority to consolidate with other districts and, in connection therewith, to provide for the consolidation of its water system with the water system(s) of the district(s) with which it is consolidating. The revenues of the consolidated system may be pledged equally to all first lien bonds of the consolidating districts. No representation is made that the District will consolidate its water system with any other district.

ANNEXATION . . . The District lies within the extraterritorial jurisdiction of the City of Dripping Springs, Texas ("Dripping Springs"). Under Texas law, Dripping Springs cannot annex territory within a district unless it annexes the entire district. At such time as it is permissible pursuant to law for the District to be annexed, and Dripping Springs does annex, Dripping Springs will assume the District's assets and obligations (including the debt service on the Bonds) and dissolve the District. The District is located entirely within the extraterritorial jurisdiction of the City. Under prior Texas law, a municipality could annex and dissolve a municipal utility district located within its extraterritorial jurisdiction without the consent of the district or its residents; however, under HB 347, the City may not annex the District unless: (i) such annexation has been approved by a majority of those voting in an election held for that purpose within the area to be annexed, and (ii) if the registered voters in the area to be annexed do not own more than 50% of the land in the area, a petition has been signed by more than 50% of the landowners consenting to the annexation. See "THE BONDS – Source and Security for Payment.". Annexation of territory by Dripping Springs is a policy-making matter within the discretion of the Mayor and City Council of Dripping Springs and therefore, the District makes no representation that Dripping Springs will ever annex the District and assume its debt.

ALTERATION OF BOUNDARIES . . . In certain circumstances, under Texas law the District may alter its boundaries to: i) upon satisfying certain conditions, annex additional territory; and ii) exclude land subject to taxation within the District that does not need to utilize the service of District facilities if certain conditions are satisfied including the District simultaneously annexes land of at least equal value that may be practicably served by District facilities. Such land substitution is subject to the approval of the TCEQ. No representation is made concerning the likelihood that the District would effect any change in its boundaries.

APPROVAL OF THE BONDS . . . The Attorney General of Texas must approve the legality of the Bonds prior to their delivery. The Attorney General of Texas does not pass upon or guarantee the quality of the Bonds as an investment, nor does he pass upon the adequacy or accuracy of the information contained in this Official Statement.

AMENDMENTS TO THE BOND ORDER . . . The District may, without the consent of or notice to any registered owners, amend the Bond Order in any manner not detrimental to the interest of the registered owners, including the curing of an ambiguity, inconsistency, or formal defect or omission therein. In addition, the District may, with the written consent of the owners of a majority in principal amount of the Bonds then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Bond Order, except that, without the consent of the owners of all of the Bonds affected, no such amendment, addition, or rescission may (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof or the rate of interest therein, change the place or places at, or the coin or currency in which, any Bond or the interest thereon is payable, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission. In addition, a state, consistent with federal law, may within the exercise of its police powers make such modifications in the terms and conditions of contractual covenants relating to the payment of indebtedness of its political subdivisions as are reasonable and necessary for attainment of an important public purpose.

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by the DTC while the Bonds are registered in its nominee's name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The District believes the source of such information to be reliable, but takes no responsibility for the accuracy or completeness thereof.

The District cannot and does not give any assurance that (i) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (ii) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (iii) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for the Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District

as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. All payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) are the responsibility of the District or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

In reading this Official Statement it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System, and (ii) except as described above, notices that are to be given to registered owners under the Bond Order will be given only to DTC.

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USE AND DISTRIBUTION OF BOND PROCEEDS

Proceeds of the Bonds will be used to finance the District’s share of the following projects: (i) water, wastewater and drainage facilities to serve single-family and common area development in Reunion Ranch Phase 2, Section 5 and Phase 3, Section 1; (ii) impact fees; and (iii) engineering and inspection costs. The remaining Bond proceeds will be used to: (i) capitalize approximately six months’ interest requirements on the Bonds; (ii) pay developer interest; and (iii) pay certain engineering costs and costs associated with the issuance of the Bonds.

The estimated use and distribution of Bond proceeds is set forth below. Of the proceeds to be received from the sale of the Bonds, \$4,087,458 (\$4,122,917 less surplus funds of \$35,459) is estimated to be required for construction costs, and \$912,542 is estimated to be required for non-construction costs including \$118,750 of capitalized interest.

SUMMARY OF COSTS

I. <u>CONSTRUCTION COSTS</u>	<u>District’s Share</u>
A. Developer Contribution Items:	
1. Reunion Ranch Phase 2, Section 5 – Water, Wastewater & Drainage, Erosion Control, Pond Items, Street	\$ 284,525
2. Reunion Ranch Phase 3, Section 1 – Water, Wastewater & Drainage, Erosion Controls, Quality Pond, Clearing and Street Excavation	1,860,528
3. Impact Fees	1,604,312
5. Engineering (4.49% of Items 1 and 2).....	<u>373,552</u>
Total Developer Contribution Items	\$ 4,122,917
 B. District Items – None	
 CONSTRUCTION COSTS.....	\$ 4,122,917
Less: Surplus Funds	(35,459)
NET CONSTRUCTION COSTS.....	\$ 4,087,458
 II. <u>NON-CONSTRUCTION COSTS</u>	
A. Legal Fees (1.25%)	\$ 62,500
B. Fiscal Agent Fees (1.875%)	93,750
C. Interest:	
a. Developer Interest ^(a)	399,393
b. Capitalized Interest ^(b)	118,750
D. Bond Discount (3.00%).....	150,000
E. Bond Issuance Expenses	20,649
F. Bond Application Report	50,000
G. Attorney General Fee (0.10%)	5,000
H. TCEQ Fee (0.25%)	12,500
I. Contingency ^(c)	<u>0</u>
Total Non-Construction Costs	\$ 912,542
 TOTAL BOND ISSUE REQUIREMENT	\$ 5,000,000

(a) Estimated at an interest rate of 4.75% and a projected funding date of December 1, 2019. The District has requested to reimburse more than two years of interest in accordance with 30 TAC § 293.50(b). Preliminary; subject to change. The amount of Developer interest will be finalized in connection with the reimbursement report approved by the Board of Directors prior to disbursement of funds.

(b) Approximately six (6) months of interest estimated at 4.75%.

(c) The TCEQ, in its approval of the issuance of the Bonds, directed any surplus Bond proceeds to be shown as a contingency line item and be subject to the TCEQ rules on use of surplus Bond funds.

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RISK FACTORS

GENERAL . . . The Bonds, which are obligations of the District and are not obligations of the State of Texas; Hays County, Texas; the City of Dripping Springs; Dripping Springs Independent School District, or any other political subdivision, will be secured by a continuing direct annual ad valorem tax, without legal limitation as to rate or amount, levied on all taxable property located within the District. See “THE BONDS – Source of and Security for Payment.” The ultimate security for payment of principal of and interest on the Bonds depends on the ability of the District to collect from the property owners within the District all taxes levied against the property, or in the event of foreclosure, on the value of the taxable property with respect to taxes levied by the District and by other taxing authorities. The collection by the District of delinquent taxes owed to it and the enforcement by registered owners of the District’s obligation to collect sufficient taxes may be a costly and lengthy process. Furthermore, the District cannot and does not make any representations that continued development of property within the District will accumulate or maintain taxable values sufficient to justify continued payment by property owners or that there will be a market for the property. See “Registered Owners’ Remedies” below.

FACTORS AFFECTING TAXABLE VALUES AND TAX PAYMENTS . . . *Economic Factors, Interest Rates, Credit Availability and Residential Foreclosures:* A substantial percentage of the taxable value of the District results from the current market value of single-family residences and developed lots. The market value of such homes and lots is related to general economic conditions affecting the demand for and taxable value of residences. Demand for lots and residential dwellings can be significantly affected by factors such as interest rates, credit availability, construction costs, energy availability and the economic prosperity and demographic characteristics of the urban centers toward which the marketing of lots is directed. Decreased levels of construction activity would tend to restrict the growth of property values in the District or could adversely impact existing values.

Interest rates and the availability of credit, including mortgage and development funding, have a direct impact on the construction activity, particularly short-term interest rates at which the Developer and Homebuilders are able to obtain financing for development and construction costs. Interest rate levels and the general availability of credit may affect the ability of a landowner with undeveloped property to undertake and complete development activities within the District and the ability of potential homeowners to purchase homes. Because of the numerous and changing factors affecting the availability of funds, the District is unable to assess the future availability of such funds for continued development and construction within the District. In addition, the success of development within the District and growth of District taxable property values are, to a great extent, a function of the Austin metropolitan and regional economics.

Competition . . . The demand for single-family homes in the District could be affected by competition from other residential developments including other residential developments located in other utility districts located near the District. In addition to competition for new home sales from other developments, there are numerous previously-owned homes in more established neighborhoods closer to downtown Austin that are for sale. Such homes could represent additional competition for homes proposed to be sold within the District.

The competitive position of the Developer in the sale of developed lots and of prospective builders in the construction of single-family residential houses within the District is affected by most of the factors discussed in this section. Such a competitive position is directly related to the growth and maintenance of taxable values in the District and tax revenues to be received by the District. The District can give no assurance that building and marketing programs in the District by the Developer will be implemented or, if implemented, will be successful.

Developer under No Obligation to the District: There is no commitment from, or obligation of, any developer to proceed at any particular rate or according to any specified plan with the development of land or the construction of homes in the District, and there is no restriction on any landowner’s right to sell its land, including any developer. Failure to construct taxable improvements on developed lots and tracts and failure of landowners to develop their land would restrict the rate of growth of taxable value in the District. The District is also dependent upon developer and the other principal taxpayers for the timely payment of ad valorem taxes, and the District cannot predict what the future financial condition of either will be or what effect, if any, such financial conditions may have on their ability to pay taxes. See “THE DEVELOPER” and “TAX DATA – Principal Taxpayers.”

Impact on District Tax Rates: Assuming no further development, the value of the land and improvements currently within the District will be the major determinant of the ability or willingness of the District property owners to pay their taxes. The 2019 Certified Assessed Valuation is \$169,812,068 (see “FINANCIAL STATEMENT”). After issuance of the Bonds, the Projected Maximum Annual Debt Service Requirement will be \$1,480,713 (2040) and the Projected Average Annual Debt Service Requirement will be \$1,352,091 (2020-2044, inclusive). A tax rate of \$0.9179/\$100 assessed valuation, at a 95% collection rate, would be necessary to pay the Projected Maximum Annual Debt Service Requirement of \$1,480,713, and a tax rate of \$0.8382/\$100 assessed valuation at a 95% collection rate would be necessary to pay the Projected Average Annual Debt Service Requirement of \$1,352,091 based upon the 2019 Certified Taxable Assessed Valuation.

FUTURE AND PROPOSED LEGISLATION . . . Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

TAX COLLECTIONS AND FORECLOSURE REMEDIES . . . The District's ability to make debt service payments may be adversely affected by its inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by the District constitutes a lien in favor of the District on a parity with the liens of all other local taxing authorities on the property against which taxes are levied, and such lien may be enforced by judicial foreclosure. The District's ability to collect ad valorem taxes through such foreclosure may be impaired by cumbersome, time-consuming and expensive collection procedures or market conditions affecting the marketability of taxable property within the District and limiting the proceeds from a foreclosure sale of such property. Moreover, the proceeds of any sale of property within the District available to pay debt service on the Bonds may be limited by the existence of other tax liens on the property (see "FINANCIAL STATEMENT – Estimated Overlapping Debt Statement"), by the current aggregate tax rate being levied against the property, and by other factors (a taxpayer may redeem property within six (6) months for commercial property and two (2) years for residential and all other types of property after the purchaser's deed issued at the foreclosure sale is filed in the county records). Finally, any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a taxpayer within the District pursuant to the Federal Bankruptcy Code could stay any attempt by the District to collect delinquent ad valorem taxes assessed against such taxpayer. In addition to the automatic stay against collection of delinquent taxes afforded a taxpayer during the pendency of a bankruptcy, a bankruptcy court could approve a confirmation plan which allows the debtor to make installment payments on delinquent taxes for up to six years and a bankruptcy court may reduce the amount of any taxes assessed against the debtor, including those that have already been paid.

HOUSING MARKET, VOLATILITY AND RECENT FORECLOSURES . . . In past years, disruptions in the housing market have led to a significant number of foreclosures on single family homes nationally. In the District, there were no posted foreclosures on single-family homes by the Hays County Clerk's Office as of September 3, 2019. No assurance can be given whether the number of foreclosures will decrease or increase or that market conditions will improve.

REGISTERED OWNERS' REMEDIES . . . In the event of default in the payment of principal of or interest on the Bonds, the registered owners have the right to seek a writ of mandamus, requiring the District to levy adequate taxes each year to make such payments. Except for mandamus, the Bond Order does not specifically provide for remedies to protect and enforce the interest of the registered owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Although the registered owners could obtain a judgment against the District, such a judgment could not be enforced by direct levy and execution against the District's property. Further, the registered owners cannot themselves foreclose on property within the District or sell property within the District in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the registered owners may further be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District.

BANKRUPTCY LIMITATION TO REGISTERED OWNERS' RIGHTS . . . The enforceability of the rights and remedies of registered owners may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District. Subject to the requirements of Texas law discussed below, a political subdivision such as the District may voluntarily file a petition for relief from creditors under Chapter 9 of the Federal Bankruptcy Code, 11 USC sections 901-946. The filing of such petition would automatically stay the enforcement of registered owners' remedies, including mandamus and the foreclosure of tax liens upon property within the District discussed above. The automatic stay would remain in effect until the federal bankruptcy judge hearing the case dismissed the petition, enters an order granting relief from the stay or otherwise allows creditors to proceed against the petitioning political subdivision. A political subdivision, such as the District, may qualify as a debtor eligible to proceed in a Chapter 9 case only if it (1) is specifically authorized to file for federal bankruptcy protection by applicable state law, (2) is insolvent or unable to meet its debts as they mature, (3) desires to effect a plan to adjust such debts, and (4) has either obtained the agreement of or negotiated in good faith with its creditors or is unable to negotiate with its creditors because negotiations are impracticable. Under Texas law a water control and improvement district, such as the District, must obtain the approval of the Commission as a condition to seeking relief under the Federal Bankruptcy Code. The Commission is required to investigate the financial condition of a financially troubled district and authorize such district to proceed under federal bankruptcy law only if such district has fully exercised its rights and powers under Texas law and remains unable to meet its debts and other obligations as they mature.

Notwithstanding noncompliance by a district with Texas law requirements, a district could file a voluntary bankruptcy petition under Chapter 9, thereby involving the protection of the automatic stay until the bankruptcy court, after a hearing, dismisses the petition. A federal bankruptcy court is a court of equity and federal bankruptcy judges have considerable discretion in the conduct of bankruptcy proceedings and in making the decision of whether to grant the petitioning district relief from its creditors. While such a decision might be applicable, the concomitant delay and loss of remedies to the registered owners could potentially and adversely impair the value of the registered owner's claim.

If a petitioning district were allowed to proceed voluntarily under Chapter 9 of the Federal Bankruptcy Code, it could file a plan for an adjustment of its debts. If such a plan were confirmed by the bankruptcy court, it could, among other things, affect a registered owner by reducing or eliminating the amount of indebtedness, deferring or rearranging the debt service schedule, reducing or eliminating the interest rate, modifying or abrogating collateral or security arrangements, substituting (in whole or in part) other securities, and otherwise compromising and modifying the rights and remedies of the registered owner's claim against a district.

THE EFFECT OF THE FINANCIAL INSTITUTIONS ACT OF 1989 ON TAX COLLECTIONS OF THE DISTRICT . . . The "Financial Institutions Reform, Recovery and Enforcement Act of 1989" ("FIRREA"), enacted on August 9, 1989, contains certain provisions

which affect the time for protesting property valuations, the fixing of tax liens, and the collection of penalties and interest on delinquent taxes on real property owned by the Federal Deposit Insurance Corporation (“FDIC”) when the FDIC is acting as the conservator or receiver of an insolvent financial institution.

Under FIRREA real property held by the FDIC is still subject to ad valorem taxation, but such act states (i) that no real property of the FDIC shall be subject to foreclosure or sale without the consent of the FDIC and no involuntary liens shall attach to such property, (ii) the FDIC shall not be liable for any penalties or fines, including those arising from the failure to pay any real or personal property tax when due and (iii) notwithstanding failure of a person to challenge an appraisal in accordance with state law, such value shall be determined as of the period for which such tax is imposed.

There has been little judicial determination of the validity of the provisions of FIRREA or how they are to be construed and reconciled with respect to conflicting state laws. However, certain recent federal court decisions have held that the FDIC is not liable for statutory penalties and interest authorized by State property tax law, and that although a lien for taxes may exist against real property, such lien may not be foreclosed without the consent of the FDIC, and no liens for penalties, fines, interest, attorneys fees, costs of abstract and research fees exist against the real property for the failure of the FDIC or a prior property owner to pay ad valorem taxes when due. It is also not known whether the FDIC will attempt to claim the FIRREA exemptions as to the time for contesting valuations and tax assessments made prior to and after the enactment of FIRREA. Accordingly, to the extent that the FIRREA provisions are valid and applicable to any property in the District, and to the extent that the FDIC attempts to enforce the same, these provisions may affect the timeliness of collection of taxes on property, if any, owned by the FDIC in the District, and may prevent the collection of penalties and interest on such taxes.

Atlas 14 Study. The National Weather Service recently completed a rainfall study known as Atlas 14 which shows that severe rainfall events are now occurring more frequently. Within Texas, the Atlas 14 study showed an increased number of rainfall events in a band extending from the upper Gulf Coast in the east and running west generally along the I-10 corridor to Central Texas. Based on this study, various governmental entities, including Hays County, are contemplating amendments to their regulations that will potentially increase the size of the 100 year floodplain and will also increase the size of detention ponds and drainage facilities required for future construction in all areas (not just in the floodplain).

MARKETABILITY OF THE BONDS . . . The District has no understanding with the Initial Purchaser regarding the reoffering yields or prices of the Bonds and has no control over trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Bonds. If there is a secondary market, the difference between the bid and asked price of the Bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional issuers as such bonds are more generally bought, sold or traded in the secondary market.

CONTINUING COMPLIANCE WITH CERTAIN COVENANTS . . . Failure of the District to comply with certain covenants contained in the Bond Order on a continuing basis prior to the maturity of the Bonds could result in interest on the Bonds becoming taxable retroactively to the date of original issuance. See “TAX MATTERS.”

FUTURE DEBT . . . The District has reserved in the Bond Order the right to issue the remaining \$7,050,000 authorized but unissued unlimited tax bonds (for water, wastewater and drainage facilities) and such additional bonds as may hereafter be approved by both the Board of Directors and voters of the District. All of the remaining \$7,050,000 unlimited tax bonds which have heretofore been authorized by the voters of the District may be issued by the District from time to time for qualified purposes, as determined by the Board of Directors of the District, subject to the approval of the Attorney General of the State of Texas and the TCEQ. In the opinion of the District’s engineer, the remaining authorization should be sufficient to reimburse the Developer for the development within the District. See “THE SYSTEM.”

To date, the Developer has advanced a total of approximately \$17,617,000 to construct utility facilities to serve the property within the District. Following the issuance of the Bonds, the District will still owe the Developer approximately \$4,385,000 for additional facilities which have been constructed to date.

The District anticipates that it may issue the full principal amount of authorized but unissued bonds for water, wastewater and drainage facilities (\$7,050,000), in installments over the next several years. Each future issue of bonds is intended to be sold at the earliest practicable date consistent with the maintenance of a reasonable tax rate in the District (assuming projected increases in the value of taxable property made at the time of issuance of the bonds are accurate) see “THE DEVELOPER – Utility Development Agreements.” The District does not employ any formula with respect to assessed valuations, tax collections or otherwise to limit the amount of parity bonds which it may issue. The issuance of additional bonds is subject to approval by the Commission pursuant to its rules regarding issuance and feasibility of bonds. In addition, future changes in health or environmental regulations could require the construction and financing of additional improvements without any corresponding increases in taxable value in the District. See “THE BONDS – Issuance of Additional Debt.” See “UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED.”

GOVERNMENTAL APPROVAL . . . As required by law, engineering plans, specifications and an estimate of construction costs for the facilities and services to be purchased or constructed by the District with the proceed of the Bonds have been approved, subject to certain condition, by the TCEQ. See “USE AND DISTRIBUTION OF BOND PROCEEDS.” The TCEQ approved the issuance of the Bonds by an order signed October 8, 2019. In addition, the Attorney General of Texas must approve the legality of the Bonds prior to their delivery.

Neither the TCEQ nor the Attorney General of Texas passes upon or guarantees the security of the Bonds as an investment, nor have the foregoing authorities passed upon the adequacy or accuracy of the information contained in this Official Statement.

ENVIRONMENTAL REGULATION . . . Wastewater treatment and water supply facilities are subject to stringent and complex environmental laws and regulations. Facilities must comply with environmental laws at the federal, state, and local levels. These laws and regulations can restrict or prohibit certain activities that affect the environment in many ways such as:

1. Requiring permits for construction and operation of water supply wells and wastewater treatment facilities;
2. Restricting the manner in which wastes are released into the air, water, or soils;
3. Restricting or regulating the use of wetlands or other property;
4. Requiring remedial action to prevent or mitigate pollution; and
5. Imposing substantial liabilities for pollution resulting from facility operations.

Compliance with environmental laws and regulations can increase the cost of planning, designing, constructing and operating water production and wastewater treatment facilities. Sanctions against a water district for failure to comply with environmental laws and regulations may include a variety of civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements, and issuance of injunctions as to future compliance of and the ability to operate the District's water supply, wastewater treatment, and drainage facilities. Environmental laws and regulations can also impact an area's ability to grow and develop. The following is a discussion of certain environmental concerns that relate to the District. It should be noted that changes in environmental laws and regulations occur frequently, and any changes that result in more stringent and costly requirements could materially impact the District.

Air Quality Issues. Air quality control measures required by the United States Environmental Protection Agency (the "EPA") and the TCEQ may impact new industrial, commercial and residential development in the Austin area. Under the Clean Air Act ("CAA") Amendments of 1990, the five-county "Austin Area" – Travis, Hays, Williamson, Bastrop, and Caldwell counties – has recently been redesignated by the EPA as an attainment area. The Austin Area entered into an early action compact (EAC) with the TCEQ and EPA which demonstrates attainment and maintenance of the 8-hour ozone standard. EACs allow regions that are in nonattainment or near nonattainment for ozone under the federal CAA to elect to use their knowledge of local conditions to determine which ozone control strategies should be implemented in their area, as opposed to having rules dictated by state and federal agencies.

The EPA signed a consent decree with several environmental organizations which bound the EPA to designating nonattainment areas for 8-hour nonattainment. The Austin Area took early action with an EAC on November 17, 2004 to reduce its emissions so as not to be designated nonattainment. Voluntary reductions have focused on reducing the number of vehicles on Austin Area roads, since vehicles are the area's main source of air pollution.

The area will report semi-annually on the progress of their control measures. Under the EACs, attainment must have been demonstrated by 2007. EPA approved the photochemical modeling in support of the attainment demonstration for the 8-hour ozone standard within the Austin Area on August 15, 2005. EPA also approved the Austin EAC "CAAP" which includes control measures and demonstrates maintenance of the standard through 2012 (including a vehicle inspection and maintenance (I/M) program). These steps and any EPA/TCEQ responses could impact the economy and communities in the Austin Area.

On November 26, 2014, the EPA announced a new proposed ozone National Ambient air Quality Standards (NAAQS) range of between 65-70 parts per billion. The Austin Area is vulnerable to being designated nonattainment if the EPA adopts the new proposed ozone NAAQS or otherwise maintains the existing standard applied to more recent air quality monitoring data.

Should the Austin Area fail to achieve attainment under an EPA NAAQS, or should the Austin Area fail to satisfy a then effective State Implementation Plan (SIP) (for nonattainment or otherwise), or for any other reason should a lapse in conformity with the CAA occur, the Austin Area may be subjected to sanctions pursuant to the CAA. Under such circumstances, the TCEQ would be required under the CAA to submit to the EPA a new SIP under the CAA for the Austin Area. Due to the complexity of the nonattainment/conformity analysis, the status of EPA's implementation of any future EPA NAAQS and the incomplete information surrounding any SIP requirements for areas designated nonattainment under any future EPA NAAQS, the exact nature of sanctions or any potential SIP that may be applicable to the Austin Area in the future is uncertain. The CAA provides for mandatory sanctions, including the suspension of federal highway funding, should the State fail to submit a proper SIP, or associated submissions, or fail to revise or implement a SIP, or fail to comply with an existing SIP. Subject to certain exceptions, if the Austin Area falls out of conformity and the mandatory highway funding suspension sanction is implemented, the United States Secretary of Transportation may be prohibited from approving or awarding transportation projects or grants within the area.

It is possible that nonattainment, a lapse in conformity under the CAA, litigation involving injunctive or other relief, or other environmental issues may impact new industrial, commercial and residential development in the Austin Area.

Water Supply & Discharge Issues. Water supply and discharge regulations that the District may be required to comply with involve: (1) public water supply systems, (2) wastewater discharges from treatment facilities, (3) storm water discharges and (4) wetlands dredge and fill activities. Each of these is addressed below:

Pursuant to the Safe Drinking Water Act, potable (drinking) water provided by the District to more than sixty (60) end users for consumption will be subject to extensive federal and state regulation as a public water supply system, which include, among other requirements, frequent sampling and analyses. Additionally, the EPA has been charged with establishing maximum contaminant levels (MCLs) for potential drinking water contaminants (both naturally occurring and anthropogenic) such as arsenic, lead, radon, and disinfection by-products (e.g. chlorine). Additionally, TCEQ is initiating rule changes to Chapter 290, Public Drinking Water, to implement the federal Stage 2 Disinfection Byproducts Rule (DBP2), Long Term Stage 2 Enhanced Surface Water Treatment Rule (LT2), and Ground Water Rule (GWR). EPA adopted the GWR on December 31, 2006. Future regulations or requirements pertaining to these and other drinking water contaminants could require installation of more costly treatment facilities.

Operation of the District's sewer facilities is subject to regulation under the Federal Clean Water Act and the Texas Water Code. All discharges of pollutants into the nation's navigable waters must comply with the Clean Water Act. The Clean Water Act allows municipal wastewater treatment plants to discharge treated effluent to the extent allowed under permits issued by the EPA pursuant to the National Pollutant Discharge Elimination System ("NPDES") program, a national program established by the Clean Water Act for issuing, revoking, monitoring and enforcing wastewater discharge permits. On August 14, 1998, EPA authorized Texas to implement the NPDES program, which is called the Texas Pollutant Discharge Elimination System ("TPDES") program.

TPDES permits set limits on the type and quantity of discharge, in accordance with state and federal laws and regulations. Any discharges to water bodies designated as impaired streams in accordance with the Clean Water Act may be precluded from obtaining a TPDES permit if pollutants for which the stream is designated as impaired are among those pollutants being released by a District. Moreover, the Clean Water Act and Texas Water Code require municipal wastewater treatment plants to meet secondary treatment effluent limitations. In addition, under the Clean Water Act, states must identify any bodies of water for which more stringent effluent standards are needed to achieve water quality standards and must establish the maximum allowable daily load of certain pollutants into the water bodies. Total maximum daily loads ("TMDLs") rules can have a significant impact on the District's ability to obtain TPDES permits and maintain those permits. The District may be required to expend substantial funds to meet any of these regulatory requirements. If the District fails to achieve compliance with its discharge permits, a private plaintiff or the EPA could institute a civil action for injunctive relief and civil penalties. Operations of the District are also potentially subject to stormwater discharge permitting requirements as set forth under the Clean Water Act and regulations implementing the Clean Water Act. The TCEQ adopted by reference the vast majority of the EPA regulations relating to stormwater discharges and currently has issued a general permit for stormwater discharges associated with industrial activities and proposed two general permits for stormwater discharges associated with construction activities and municipal separate stormwater systems. The District may also be required to develop and implement stormwater pollution prevention plans and stormwater management plans. The District could incur substantial costs to develop and implement such plans as well as to install or implement best management practices to minimize or eliminate unauthorized pollutants that may otherwise be found in stormwater runoff. Failure to comply with these requirements may result in the imposition of administrative, civil, and criminal penalties as well as injunctive relief under the Clean Water Act or the Texas Water Code.

Operations of the District are also potentially subject to requirements and restrictions under the Clean Water Act regarding the use and alteration of wetland areas that are within the "waters of the United States." The District must obtain a permit from the U.S. Army Corps of Engineers if operations of the District require that wetlands be filled, dredged, or otherwise altered.

DROUGHT CONDITIONS . . . Central Texas, like other areas of the State, has experienced extreme drought conditions within the last several years. The District adopted a water conservation plan and currently has implemented water restrictions for residents of the District. The West Travis County Public Utility Agency provides water to the District in amounts sufficient to service the residents of the District, however, as drought conditions resume water usage, rates and water revenues could be impacted.

FORWARD-LOOKING STATEMENTS . . . The statements contained in this Official Statement, and in any other information provided by the District, that are not purely historical, are forward-looking statements, including statements regarding the District's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the District on the date hereof, and the District assumes no obligation to update any such forward-looking statements.

The forward looking statements herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement would prove to be accurate.

THE DISTRICT

GENERAL . . . Pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51 of the Texas Water Code, as amended, the District is subject to the continuing supervision of the TCEQ. The District was created for the purposes of providing, operating, and maintaining facilities to control storm water, distribute potable water, and to collect and treat wastewater. The District is empowered, among other things, to purchase, construct, operate and maintain all works, improvements, facilities and plants necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The District may also establish, operate and maintain a fire department, independently or with one or more other conservation and reclamation districts, if approved by the voters of the District and the TCEQ, and is located entirely within the extraterritorial jurisdiction of Dripping Springs. Fire services are provided to residents and property owners of the District by Hays County ESD #6.

MANAGEMENT . . . **Board of Directors.** The District is governed by a Board, consisting of five directors, which has control over and management supervision of all affairs of the District. Directors' terms are four years with elections held within the District on the first Tuesday after the first Monday in November in each even numbered year. All of the directors listed below reside or own property in the District.

Name	Title	Term Expires
Nathan Neese	President	2022
Vince Terracina	Vice President	2020
Thomas J. Rogers	Secretary	2022
George Sykes	Assistant Secretary	2020
Dennis Daniel	Assistant Secretary	2022

Consultants:

Tax Assessor/Collector . . . Land and improvements in the District are being appraised by the Hays Central Appraisal District ("HCAD"). The Tax Assessor/Collector is appointed by the Board of Directors of the District. The Hays County Tax Assessor/Collector, Ms. Jenifer O'Kane, currently serves the District in this capacity under contract.

Operator . . . The District contracts with the InfraMark to serve as operator for the District.

Bookkeeper . . . Bott & Douthitt, PLLC ("B&D") is charged with the responsibility of providing bookkeeping services for the District. B&D serves in a similar capacity for 60 other special districts.

Engineer . . . The District's consulting engineer is Murfee Engineering Company (the "Engineer"). Such firm serves as consulting engineer to 34 other special districts.

Financial Advisor . . . Specialized Public Finance Inc. serves as the District's financial advisor (the "Financial Advisor"). The fee for services rendered in connection with the issuance of the Bonds is based on a percentage of the Bonds actually issued, sold and delivered and, therefore, such fee is contingent upon the sale and delivery of the Bonds.

Bond Counsel and Disclosure Counsel . . . McCall, Parkhurst & Horton, L.L.P., Austin, Texas serves as Bond Counsel and Disclosure Counsel in connection with the issuance of the District's Bonds. The fees of Bond Counsel and Disclosure Counsel are contingent upon the sale of and delivery of the Bonds.

General Counsel . . . The District employs Willatt & Flickinger, PLLC as general counsel.

LOCATION . . . The District is located in Hays County approximately 14 miles west of IH-35 and lies wholly inside of the extraterritorial jurisdiction of the City of Dripping Springs, Texas and within the Boundaries of the Dripping Springs Independent School District. The District is located approximately six miles south of State Highway 290, off Ranch-to-Market Road 1826. The District is currently comprised of approximately 524 acres being developed as Reunion Ranch, a single-family residential community. See "LOCATION MAP."

UNDEVELOPED ACREAGE . . . There are approximately 82 acres of land under development within the District that have not been provided with water, wastewater and storm drainage and detention facilities as of September 1, 2019. The District makes no representation as to when or if development of this acreage will occur. See "THE DISTRICT – Status of Development."

CURRENT STATUS OF DEVELOPMENT . . . Of the approximately 524 acres within the District, approximately 225.313 acres have been developed. As of September 1, 2019, the following sections have been developed with utility facilities: Phase 1; Phase 2, Sections 1, 2, 3, 4 and 5; Phase 3, Sections 1, 2, 3 and 5. As of this same date, the development in the District consisted of 344 completed homes (of which 336 are occupied and 8 are unoccupied), 54 homes under construction and 102 vacant lots.

To date, the developer has advanced funds in the approximate amount of \$17,617,000 to construct water, wastewater and drainage facilities to serve the property within the District. Following the issuance of the Bonds, the District will still owe the developer approximately \$4,385,000 for additional water, wastewater and drainage facilities which have been constructed to date.

The chart below reflects the status of development as of September 1, 2019:

	<u>Net Acreage</u>
A. Sections Developed with Utility Facilities	
Sections 1 and 2; Phases 2 and 3, Sections 1, 2, 3 & 5	225 ^(a)
Total Developed with Utility Facility or Under Construction	<u>225</u>
B. Remaining Developable Acreage	82
Total Developable Acreage	307
Total	<u>307</u>

(a) Includes an approximately 2-acre amenity center. Also includes approximately 53.635 acres developed by the Developer but owned by Hays Reunion Ranch, L.P. See “THE DEVELOPER – Description of Developer.” Note that approximately 217 acres of the total 524 acres are not intended to be developed, which is primarily comprised of open space and greenbelt.

FUTURE DEVELOPMENT . . . There are remaining approximately 82 acres of land, as yet undeveloped with water, sewer & drainage facilities to support single family residential development. This acreage is currently under development. The completion of such development beyond that described in this Official Statement will be dependent on several factors including, to a great extent, general and economic conditions which would affect any party’s ability to sell lots and/or other property and of any home builder to sell completed homes as described in this Official Statement under the caption “RISK FACTORS.” If the undeveloped portion of the District is eventually developed, additions to the District’s water, wastewater, and drainage systems required to service such undeveloped acreage may be financed by future issues of the District’s bonds and developer contributions, if any, as required by the TCEQ. The District’s Engineer estimates that the \$7,050,000 remaining principal amount of voted water, wastewater, and drainage bonds which are authorized to be issued should be sufficient to reimburse the Developer for the existing utility facilities and provide utility service to remaining undeveloped but potentially developable acreage within the District. See “THE BONDS – Issuance of Additional Debt.” The Developer is under no obligation to complete any development, if begun, and may modify or discontinue development plans in its sole discretion. Accordingly, the District makes no representation that any future development will occur.

ANNEXATION OF THE DISTRICT . . . The District lies within the extraterritorial jurisdiction of the City of Dripping Springs. See “THE BONDS – Annexation” for a discussion of the ability of the City of Dripping Springs to annex the District.

CONSENT AGREEMENT AND DEVELOPMENT AGREEMENT . . . Effective August 15, 2005, the District entered into that certain Agreement Concerning Creation and Operation of the District (the “Consent Agreement”) with the City and Hays Reunion Ranch, L.P., a Texas limited partnership (“Hays Reunion Ranch”), governing certain aspects of development within the District, including certain aspects of the construction, operation, maintenance and inspection of District utility facilities; the issuance of bonds; conversion, annexation or dis-annexation by the District and annexation of the District by the City. Additionally, as contemplated by the Consent Agreement, the City and Hays Reunion Ranch entered into that certain Development Agreement dated as of February 7, 2012 (the “Development Agreement”) further governing certain aspects of development within the District such as environmental protection, deed restrictions, lighting and signage. Hays Reunion Ranch has subsequently assigned to the Developer certain of its right, title and interest in, to and under the Consent Agreement, effective April 2, 2012. Additionally, Hays Reunion Ranch has partially assigned to the Developer certain of its right, title and interest in, to and under the Development Agreement pursuant to three (3) separate partial assignment instruments, effective April 2, 2012; May 5, 2014 and January 30, 2015, respectively, with additional partial assignments contemplated upon the closing of additional takedowns under the Land Purchase Agreement (as defined herein).

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THE DEVELOPER

GENERAL . . . In general, the activities of a developer in a utility district, such as the District, include purchasing the land within the utility district; coordinating the design of the subdivision; coordinating the design of the utilities and streets to be constructed in the subdivision; coordinating the design of any community facilities to be built; defining a marketing program and building schedule; securing necessary governmental approvals and permits for development; arranging for the construction of the improvements within the subdivisions, including water, wastewater, and drainage facilities pursuant to the rules of the TCEQ, as well as gas, telephone, cable television, and electric service; and selling improved lots and commercial reserves to homebuilders, other developers, or other third parties. The relative success or failure of a developer to perform such activities will have a profound effect on the security of the bonds issued by the District. A developer is generally under no obligation to a district to develop the property which it owns in a district. Furthermore, there is no restriction on a developer's right to sell any or all of the land which it owns within a district. In addition, a developer is ordinarily the major taxpayer within the district during the development phase of the property.

DESCRIPTION OF DEVELOPER . . . The developer currently active within the District is Taylor Morrison of Texas Inc. ("Taylor Morrison" or the "Developer"), a Texas corporation, controlled by Taylor Morrison Home Corp., a publicly-traded homebuilder with operations in Texas, Arizona, North Carolina, California, Colorado, Florida, Georgia and Illinois. The Developer had purchased certain acreage within the District pursuant to that certain Agreement of Sale and Purchase, dated as of November 23, 2011, as thereafter amended (the "Land Purchase Agreement"), pursuant to which Developer agreed to purchase from Hays Reunion Ranch, approximately 470 acres of land in separate takedown parcels. According to the Developer, as of September 1, 2019, the Developer has closed on and owns all of the approximately 524 acres within the District (with the exception of approximately 54 acres of land retained by Hays Reunion Ranch, L.P. under the Land Purchase Agreement, which have been developed by the Developer and as such which have been sold primarily as custom lots by Hays Reunion Ranch). According to the Developer, the Developer is in compliance with the terms and conditions of the Land Purchase Agreement.

ACQUISITION AND DEVELOPMENT FINANCING . . . Acquisition and development of single-family residential property within the District has been provided by the Developer through its operations.

HOMEBUILDERS WITHIN THE DISTRICT . . . There is currently one homebuilder in the District, Taylor Morrison of Texas Inc. The homes range in price from approximately \$400,000 to \$590,000, with square footage ranging from approximately 2,500 to 4,500.

UTILITY CONSTRUCTION AGREEMENT . . . The District entered into a utility construction agreement (the "Utility Construction Agreement") with Pine Valley Reunion Ranch, L.P., a Texas limited partnership ("Pine Valley"), dated November 11, 2005 (the "Original Utility Construction Agreement"), governing the development of water, wastewater and drainage facilities and the reimbursement for certain of the costs of such development through the issuance of bonds by the District. Pine Valley subsequently assigned all of its right, title and interest in, to and under the Original Utility Construction Agreement to Hays Reunion Ranch, which in turn assigned all of its right, title and interest in, to and under the Original Utility Construction Agreement to the Developer on or about April 2, 2012. Thereafter, the District and Developer entered into a new utility construction agreement, effective April 25, 2012, revising and restating the Original Utility Construction Agreement in its entirety.

AGRICULTURAL WAIVER . . . Much of the undeveloped acreage within the District is subject to an agricultural exemption; however, the Developer has executed an agreement, which is recorded in the real property records of Hays County, and are covenants running with the land, waiving the right to have the land located within the District classified as agricultural, open-space or timberland for purposes of District taxes. In addition, the Developer has waived the right to have the lots and houses (if any) in the District classified as business inventory for purposes of District taxes. The agreement may not be modified without the approval of the TCEQ and are binding on purchasers of such land from the Developer. See "TAXING PROCEDURES – Property Subject to Taxation by the District."

THE SYSTEM

REGULATION . . . The water, wastewater and storm drainage facilities (the "System"), the purchase, acquisition and construction of which will be permanently financed by the District with the proceeds of the Bonds, have been designed in accordance with accepted engineering practices and the recommendation of certain governmental agencies having regulatory or supervisory jurisdiction over construction and operation of such facilities, including, among others, the TCEQ, Hays County and Dripping Springs. According to Murfee Engineering Company (the "Engineer"), the design of all such facilities has been approved by all governmental agencies which have authority over the District.

Operation of the District's waterworks and wastewater facilities is subject to regulation by, among others, the U.S. Environmental Protection Agency and the TCEQ.

WATER SUPPLY AND DISTRIBUTION . . . The District receives its treated water from the West Travis County Public Utility Agency ("WTCPUA"), successor to the Lower Colorado River Authority ("LCRA"). Pursuant to the Second Amendment to the Water Services Agreement dated March 28, 2014, the WTCPUA is obligated to provide up to 603,692 gallons per day of treated water to the District. The District's engineer estimates that this amount of water would be sufficient to serve up to 524 equivalent single-family connections.

WASTEWATER COLLECTION AND TREATMENT . . . Wastewater treatment for the District is provided by a 0.05 million gallon per day (MGD) wastewater treatment plant. Texas Land Application Permit number WQ0014480001 authorizes a discharge of 0.05 MGD, with disposal via drip irrigation. Based upon a conservative design factor of 150 gallons per day per connection, the District's existing treatment capacity is sufficient to serve up to 333 single family connections. The District is in the final planning stages for a 2nd wastewater treat plant, authorized by Texas Land Application Permit No. WQ0014480002, to be funded from future Developer advances (and ultimately purchased by the District with the proceeds of future District bonds).

STORM WATER DRAINAGE . . . Storm water within the District generally drains through roadside swales with street and driveway culverts and ribbon curbing, eventually discharging into tributaries that drain into Bear Creek.

100-YEAR FLOOD PLAIN AND STORM DRAINAGE INFORMATION . . . Flood Insurance Rate Map" or "FIRM" means an official map of a community on which the Federal Emergency Management Agency (FEMA) has delineated the appropriate areas of flood hazards. The 1% chance of probable inundation, also known as the 100-year flood plain, is depicted on these maps. The "100-year flood plain" (or 1% chance of probable inundation) as shown on the FIRM is the estimated geographical area that would be flooded by a rain storm of such intensity to statistically have a one percent chance of occurring in any given year. Generally speaking, homes must be built above the 100-year flood plain in order to meet local regulatory requirements and to be eligible for federal flood insurance.

According to the District's Engineer, minimal areas of the District lie within the floodplain as shown in the FEMA Flood Insurance Rate map dated September 26, 2008 for Travis County. The FEMA floodplain lies along the creeks and tributaries within the District and is contained within recorded easements.

The National Weather Service recently completed a rainfall study known as Atlas 14 which shows that severe rainfall events are now occurring more frequently. Within Texas, the Atlas 14 study showed an increased number of rainfall events in a band extending from the upper Gulf Coast in the east and running west generally along the I-10 corridor to Central Texas. Based on this study, various governmental entities, including Williamson County, are contemplating amendments to their regulations that will potentially increase the size of the 100 year floodplain and will also increase the size of detention ponds and drainage facilities required for future construction in all areas and not just in the floodplain.

WATER, WASTEWATER AND DRAINAGE OPERATIONS:

TABLE 1 – RATE AND FEE SCHEDULE

The Board of Directors establishes rates and fees for water and sewer service, subject to change from time to time. The following schedule sets forth the monthly rates and fees for the District's water and sewer service which are currently in effect.

Monthly Base Charge – Water: \$40.00

Water Usage Charge

<u>Gallons</u>	
0-10,000 Gallons	\$ 3.50 (per 1,000 gallons)
10,001-15,000 Gallons	\$ 3.85 (per 1,000 gallons)
15,001-20,000 Gallons	\$ 4.40 (per 1,000 gallons)
20,001-25,000 Gallons	\$ 5.65 (per 1,000 gallons)
25,001-30,000 Gallons	\$ 7.00 (per 1,000 gallons)
30,001-40,000 Gallons	\$ 12.00 (per 1,000 gallons)
40,001and over Gallons	\$ 15.00 (per 1,000 gallons)

Monthly Charge(s) – Wastewater: \$ 35.00 Base Fee, plus \$3.25 per 1,000 Gallons

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TABLE 2 – OPERATING REVENUES AND EXPENSES STATEMENT – GENERAL FUND

The following statement sets forth in condensed form the consolidated historical operations of the District' General Fund. Accounting principles customarily employed in the determination of net revenues have been observed and in all instances exclude depreciation. Such summary has been prepared from information obtained from the District's financial statements and records. Reference is made to such statements for further and more complete information. Also see "APPENDIX A – Excerpts from the Annual Financial Report."

	Fiscal Year End September 30,				
	2018	2017	2016	2015	2014
<u>Revenues:</u>					
Service Accounts/Penalties	\$ 343,143	\$ 373,039	\$ 324,547	\$ 224,142	\$ 133,534
Property Taxes/Penalties	571,257	478,687	329,970	180,683	-
Connection/Inspection Fees	112,500	108,300	118,950	81,800	87,950
Other/Developer Advances	12,135	4,334	1,226	70,738	141,438
Total Revenues	<u>\$ 1,039,035</u>	<u>\$ 964,360</u>	<u>\$ 774,693</u>	<u>\$ 557,363</u>	<u>\$ 362,922</u>
<u>Expenditures:</u>					
Water Reservation Fees	\$ 242,313	\$ 210,910	\$ 148,489	\$ 116,511	\$ 90,238
District Operations	243,151	238,101	185,427	179,206	115,124
Professional Fees	232,823	246,857	194,089	101,937	149,379
Other	12,315	9,098	10,664	23,146	19,767
Total Expenditures	<u>\$ 730,602</u>	<u>\$ 704,966</u>	<u>\$ 538,669</u>	<u>\$ 420,800</u>	<u>\$ 374,508</u>
Excess (Deficiency) of Revenues Over Expenditures	\$ 308,433	\$ 259,394	\$ 236,024	\$ 136,563	\$ (11,586)
Beginning Fund Balance	\$ 661,040	\$ 401,646	\$ 165,622	\$ 29,059	\$ 40,645
Adjustments	-	-	-	-	-
Ending Fund Balance	<u>\$ 969,473</u>	<u>\$ 661,040</u>	<u>\$ 401,646</u>	<u>\$ 165,622</u>	<u>\$ 29,059</u>

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DEBT SERVICE REQUIREMENTS

TABLE 3 – PROJECTED DEBT SERVICE SCHEDULE

Fiscal Year Ended 9/30	Outstanding Debt			The Bonds			Total Debt Service
	Principal	Interest	Total	Principal	Interest ^(a)	Total	
	2020	\$ 330,000	\$ 621,291	\$ 951,291	\$ 185,000	\$ 114,722		$ 299,722	$ 1,251,013
2021	540,000	613,516	1,153,516	130,000	168,525	298,525	1,452,041
2022	555,000	599,876	1,154,876	135,000	163,975	298,975	1,453,851
2023	575,000	585,416	1,160,416	140,000	159,250	299,250	1,459,666
2024	590,000	569,816	1,159,816	145,000	154,350	299,350	1,459,166
2025	615,000	552,006	1,167,006	150,000	149,275	299,275	1,466,281
2026	635,000	533,256	1,168,256	155,000	144,025	299,025	1,467,281
2027	660,000	513,175	1,173,175	160,000	138,600	298,600	1,471,775
2028	680,000	490,050	1,170,050	165,000	133,000	298,000	1,468,050
2029	705,000	466,275	1,171,275	175,000	127,225	302,225	1,473,500
2030	730,000	441,313	1,171,313	180,000	121,100	301,100	1,472,413
2031	755,000	415,125	1,170,125	185,000	114,800	299,800	1,469,925
2032	780,000	388,075	1,168,075	190,000	108,325	298,325	1,466,400
2033	810,000	359,019	1,169,019	200,000	101,675	301,675	1,470,694
2034	840,000	328,531	1,168,531	205,000	94,675	299,675	1,468,206
2035	880,000	296,919	1,176,919	215,000	87,500	302,500	1,479,419
2036	915,000	263,231	1,178,231	220,000	79,975	299,975	1,478,206
2037	950,000	228,200	1,178,200	230,000	72,275	302,275	1,480,475
2038	985,000	191,475	1,176,475	235,000	64,225	299,225	1,475,700
2039	1,025,000	153,163	1,178,163	245,000	56,000	301,000	1,479,163
2040	1,065,000	113,288	1,178,288	255,000	47,425	302,425	1,480,713
2041	890,000	71,563	961,563	260,000	38,500	298,500	1,260,063
2042	660,000	36,813	696,813	270,000	29,400	299,400	996,213
2043	290,000	11,963	301,963	280,000	19,950	299,950	601,913
2044	-	-	-	290,000	10,150	300,150	300,150
	<u>\$17,460,000</u>	<u>\$ 8,843,354</u>	<u>\$26,303,354</u>	<u>\$ 5,000,000</u>	<u>\$ 2,498,922</u>	<u>\$ 7,498,922</u>	<u>\$33,802,276</u>

(a) Interest calculated at an assumed rate for purposes of illustration only. Preliminary, subject to change.

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FINANCIAL STATEMENT
(Unaudited)

TABLE 4 – ASSESSED VALUE

2017 Certified Taxable Assessed Valuation	\$ 97,645,704 (a)
2018 Certified Taxable Assessed Valuation	\$ 134,087,268 (a)
2019 Certified Taxable Assessed Valuation	\$ 169,812,068 (a)
Estimated Taxable Assessed Value (as of September 1, 2019).....	\$ 194,698,000 (b)
 Gross Direct Debt Outstanding	 \$ 22,460,000 (c)
 Ratio of Gross Direct Debt Outstanding to 2019 Certified Assessed Valuation	 13.23%
Ratio of Gross Direct Debt Outstanding to Preliminary Assessed Valuation (as of September 1, 2019)	11.54%
 Estimated Population as of September 1, 2019: 1,176 ^(d)	

- (a) Assessed valuation of the District as reported by the Hays Central Appraisal District (“HCAD”). See “TAXING PROCEDURES.”
- (b) Estimated Taxable Assessed Valuation as of September 11, 2019 as provided by HCAD is included solely for purposes of illustration.
- (c) Includes the Bonds. See “DEBT SERVICE REQUIREMENTS.”
- (d) Based upon 3.5 residents per completed and occupied single family home.

TABLE 5 – UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED

Purpose	Date Authorized	Amount Authorized	Amount Heretofore Issued	Amount Being Issued	Unissued Balance
Water, Sewer, Drainage	11/6/2012	\$ 30,000,000	\$ 17,950,000	\$ 5,000,000	\$ 7,050,000
Refunding	11/6/2012	45,000,000	-	-	45,000,000
Total		<u>\$ 75,000,000</u>	<u>\$ 17,950,000</u>	<u>\$ 5,000,000</u>	<u>\$ 52,050,000</u>

TABLE 6 – CASH AND INVESTMENT BALANCES^{(a)(b)}

Operating Fund	\$ 954,358
Debt Service Fund.....	\$ 895,913
Capital Projects Fund.....	\$ 36,550

- (a) Unaudited as of September 11, 2019.
- (b) Excludes capitalized interest (\$118,750, approximately six months of interest at 4.75%) which is projected to be deposited into the Debt Service Fund from proceeds of the Bonds at closing. Neither Texas law nor the Bond Order requires the District to maintain any particular sum in the Debt Service Fund.

INVESTMENT AUTHORITY AND INVESTMENT PRACTICES OF THE DISTRICT . . . Under Texas law, the District is authorized to invest in (1) obligations of the United States or its agencies and instrumentalities, including letters of credit; (2) direct obligations of the State of Texas or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which is guaranteed or insured by or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (“FDIC”) or by explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the FDIC or the National Credit Union Share Insurance Fund or their respective successors; (8) certificates of deposit and share certificates meeting the requirements of the Texas Public Funds Investment Act (Chapter 2256, Texas Government Code, as amended) (the “PFIA”) (i) that are issued by or through an institution that has its main office or a branch office in Texas and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or are secured as to principal by obligations described in clauses (1) through (6) or in any other manner and amount provided by law for District deposits; or (ii) that are invested by the District through a depository institution that has its main office or a branch office in the State of Texas and otherwise meets the requirements of the PFIA; (9) fully collateralized repurchase agreements that have a defined termination date, are fully secured by obligations described in clause (1), and are placed through a primary government securities dealer or a financial institution doing

business in the State of Texas; (10) certain bankers' acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least "A-1" or "P-1" or the equivalent by at least one nationally recognized credit rating agency; (11) commercial paper with a stated maturity of 270 days or less that is rated at least "A-1" or "P-1" or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank; (12) no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that complies with Securities and Exchange Commission Rule 2a-7; (13) no-load mutual funds registered with the Securities and Exchange Commission that have an average weighted maturity of less than two years, and either has a duration of one year or more and is invested exclusively in obligations described in the this paragraph, or has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities; and (14) local government investment pools organized in accordance with the Interlocal Cooperation Act (Chapter 791, Texas Government Code) as amended, whose assets consist exclusively of the obligations that are described above. A public funds investment pool must be continuously ranked no lower than "AAA," "AAA-m" or at an equivalent rating by at least one nationally recognized rating service. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities in an amount at least equal to the amount of bond proceeds invested under such contract, other than the prohibited obligations described below.

A political subdivision such as the District may enter into securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (6) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than "A" or its equivalent or (c) cash invested in obligations described in clauses (1) through (6) above, clauses (11) through (13) above, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the District, held in the District's name and deposited at the time the investment is made with the District or a third party designated by the District; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State of Texas; and (iv) the agreement to lend securities has a term of one year or less.

The District may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than "AAA" or "AAAm" or an equivalent by at least one nationally recognized rating service. The District may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the District retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the District must do so by order, ordinance, or resolution.

The District is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Under Texas law, the District is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that include a list of authorized investments for District funds, the maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund, groups methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All District funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each fund's investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, the District's investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment considering the probable safety of capital and the probable income to be derived." At least quarterly the District's investment officers must submit an investment report to the Board of Directors detailing: (1) the investment position of the District, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, and any additions and changes to market value and the ending value of each pooled fund group, (4) the book value and market value of each separately listed asset at the beginning and end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategies and (b) Texas law. No person may invest District funds without express written authority from the Board of Directors.

Under Texas law, the District is additionally required to: (1) annually review its adopted policies and strategies, (2) require any investment officers with personal business relationships or family relationships with firms seeking to sell securities to the District to disclose the relationship and file a statement with the Texas Ethics Commission and the District, (3) require the registered principal of firms seeking to sell securities to the District to: (a) receive and review the District's investment policy, (b) acknowledge

that reasonable controls and procedures have been implemented to preclude imprudent investment activities, and (c) deliver a written statement attesting to these requirements; (4) in conjunction with its annual financial audit, perform a compliance audit of the management controls on investments and adherence to the District's investment policy, (5) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement, (6) restrict the investment in non-money market mutual funds in the aggregate to no more than 15% of the District's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service and (7) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements.

TABLE 7 – CURRENT INVESTMENTS

As of September 11, 2019, the District is currently invested in a bank Money Market Fund and TexPool. State law requires the District to mark its investments to market price each calendar quarter and upon the conclusion of each fiscal year, for the purpose of compliance with applicable accounting policies concerning the contents of the District's audited financial statements.

Investments	Market Value	% of Total
TexPool	\$ 1,817,171	96.31%
Money Market	69,649	3.69%
	<u>\$ 1,886,821</u>	<u>100.00%</u>

ESTIMATED OVERLAPPING DEBT STATEMENT . . . Other governmental entities whose boundaries overlap the District have outstanding bonds payable from ad valorem taxes. The following statement of direct and estimated overlapping ad valorem tax debt was developed from several sources, including information contained in "Texas Municipal Reports," published by the Municipal Advisory Council of Texas. Except for the amount relating to the District, the District has not independently verified the accuracy or completeness of such information, and no person is entitled to rely upon information as being accurate or complete. Furthermore, certain of the entities listed below may have issued additional bonds since the dates stated in this table, and such entities may have programs requiring the issuance of substantial amounts of additional bonds, the amount of which cannot be determined. Political subdivision overlapping the District are authorized by Texas law to levy and collect ad valorem taxes for operation, maintenance and/or general revenue purposes in addition to taxes of debt service and the tax burden for operation, maintenance and/or general purposes is not included in these figures.

Taxing Jurisdiction	Total Tax Supported Debt	Estimated % Applicable	District's Overlapping Tax Supported Debt as of 8/31/19
Hays County	\$ 508,912,697	0.59%	\$ 3,002,585
Dripping Springs ISD	272,034,999	2.50%	6,800,875
Caldwell Hays ESD #1	-	1.00%	-
Hays County ESD #6	-	1.00%	-
Reunion Ranch WCID	22,460,000	100.00%	<u>22,460,000</u> ^(a)
Total Direct and Overlapping Tax Supported Debt			\$ 32,263,460
Ratio of Direct and Overlapping Tax Supported Debt to 2019 Certified TAV			19.00%
Ratio of Direct and Overlapping Tax Supported Debt to Preliminary TAV (as of 9/1/19)			16.57%

(a) Includes the Bonds.

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TAX DATA

TABLE 8 – TAX COLLECTIONS

The following statement of tax collections sets forth in condensed form the historical fiscal year tax collection experience of the District. Such summary has been prepared by the Financial Advisor for inclusion herein based upon information from District audits and records of the District's Tax Assessor/Collector. Reference is made to such audits and records for further and more complete information.

Fiscal Year Ended 9/30	Tax Rate	General Operating Fund	Debt I&S Fund	Tax Levy	% Total Collections
2015	\$ 0.8750	\$ 0.8750	\$ -	\$ 177,658	100.00%
2016	0.8750	0.7750	0.1000	348,841	100.00%
2017	0.8750	0.5250	0.3500	599,583	99.40%
2018	0.8750	0.3250	0.5500	854,400	99.45%
2019	0.8750	0.1750	0.7000	1,173,264	99.88% ^(a)
2020	0.8750	0.1500	0.7250	1,485,856	N/A

(a) Collections through July 31, 2019.

TABLE 9 – DISTRICT TAX RATES

	Tax Rates per \$100 Assessed Valuation				
	FY2020	FY2019	FY2018	FY2017	FY2016
Debt Service	\$ 0.7250	\$ 0.7000	\$ 0.5500	\$ 0.3500	\$ 0.1000
Maintenance	0.1500	0.1750	0.3250	0.5250	0.7750
Total	\$ 0.8750	\$ 0.8750	\$ 0.8750	\$ 0.8750	\$ 0.8750

TAX RATE LIMITATION . . . The District's tax rate for debt service on the Bonds is legally unlimited as to rate and amount.

MAINTENANCE TAX . . . The District has the statutory authority to levy and collect an annual ad valorem tax for maintaining, repairing and operating the District's facilities and for paying administrative expenses of the District, if such maintenance tax is authorized by the District's voters. An election for such a tax was held on November 7, 2006 at which time a maintenance tax not to exceed \$1.00 per \$100 assessed valuation was approved by the District's voters. The District adopted a 2019 tax year maintenance tax of \$0.1500 in September 2019.

TABLE 10 – PRINCIPAL TAXPAYERS . . . The following list of principal taxpayers was provided by the Hays Central Appraisal District based on the 2019 tax rolls of the District, which reflect ownership as of January 1 of each year shown.

Taxpayer	Taxable Assessed Value	% of 2019 Taxable Assessed Valuation
Taylor Morrison of Texas Inc. ^(a)	\$ 9,758,190	5.75%
Hays Reunion Ranch LP ^(a)	2,327,550	1.37%
Reunion Jack LLC	816,810	0.48%
Page, Daniel Martin & Marilee Mattern	763,560	0.45%
Khan, Farooq & Khalida Karim	759,470	0.45%
Lewis, Brant Carlton & Yogita Patel	753,080	0.44%
Taylor Morrison of Texas Inc. ^(a)	739,430	0.44%
McGowan, Joseph & Sandra	662,880	0.39%
Maclean, Andrew & Eunice	659,300	0.39%
Overington, Chandra Frances	653,280	0.38%
	\$ 17,893,550	10.54%

(a) The Developer.

TAXING PROCEDURES

AUTHORITY TO LEVY TAXES . . . The Board is authorized to levy an annual ad valorem tax on all taxable property within the District in an amount sufficient to pay the principal of and interest on the Bonds, its other remaining outstanding bonds, and any additional bonds payable from taxes which the District may hereafter issue (see “INVESTMENT CONSIDERATIONS – Future Debt”) and to pay the expenses of assessing and collecting such taxes. The District agrees in the Bond Order to levy such a tax from year-to-year as described more fully herein under “THE BONDS – Source of and Security for Payment.” Under Texas law, the Board is also authorized to levy and collect an ad valorem tax for the operation and maintenance of the District and its water and wastewater system and for the payment of certain contractual obligations, if authorized by its voters. See “TAX DATA – Maintenance Tax.”

PROPERTY TAX CODE AND COUNTY WIDE APPRAISAL DISTRICT . . . The Texas Property Tax Code (the “Property Tax Code”) specifies the taxing procedures of all political subdivisions of the State of Texas, including the District. Provisions of the Property Tax Code are complex and are not fully summarized here.

The Property Tax Code requires, among other matters, county-wide appraisal and equalization of taxable property values and establishes in each county of the State of Texas an appraisal district with the responsibility for recording and appraising property for all taxing units within a county and an appraisal review board with responsibility for reviewing and equalizing the values established by the appraisal district. HCAD has the responsibility for appraising property for all taxing units within Hays County, including the District. Such appraisal values are subject to review and change by the Hays Central Appraisal Review Board (the “Appraisal Review Board”).

PROPERTY SUBJECT TO TAXATION BY THE DISTRICT . . . *General:* Except for certain exemptions provided by Texas law, all real property, tangible personal property held or used for the production of income, mobile homes, and certain categories of intangible personal property with a tax situs in the District are subject to taxation by the District; however, no effort is expected to be made by HCAD to include on a tax roll tangible or intangible personal property not devoted to commercial or industrial use. Principal categories of exempt property include, but are not limited to: property owned by the State of Texas or its political subdivisions if the property is used for public purposes; property exempt from ad valorem taxation by federal law; income producing tangible personal property or mineral interest with a taxable value of less than \$500; certain property used for the control of air, water or land pollution; solar and wind powered energy devices; certain non-profit cemeteries, farm products owned by the producer, and certain property owned by qualified charitable, religious, veterans, youth development, fraternal organizations, designated historical sites, travel trailers, and most individually owned automobiles. Goods, wares, ores and merchandise (other than oil, gas, or petroleum products) that are acquired in or imported into the state and forwarded out of state within 175 days thereafter are also exempt. Article VIII, Section 1-a of the Texas Constitution grants a \$3,000 homestead exemption for all homesteads taxed by counties for farm-to-market roads and flood control purposes. Property owned by a disabled veteran or by the spouse of certain children of a deceased disabled veteran or a veteran who died while on active duty is partially exempt to between \$5,000 and \$12,000 of assessed value depending upon the disability rating of the veteran. A veteran who receives a disability rating of 100% is entitled to an exemption for the full value of the veteran’s residence homestead. Additionally, subject to certain conditions, the surviving spouse or a disabled veteran who is entitled to an exemption for the full value of the veteran’s residence homestead is also entitled to an exemption from taxation of the total appraised value of the same property to which the disabled veteran’s exemption applied. The surviving spouse of a member of the armed services who was killed in action is entitled to an exemption from taxation of the total appraised value of the surviving spouse’s residence homestead where certain conditions are met and, subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse.

The surviving spouse of a first responder who was killed or fatally injured in the line of duty is, subject to certain conditions, entitled to an exemption of the total appraised value of the surviving spouse’s residence homestead, and, subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse. Also partially exempt are residence homesteads of certain persons who are disabled or at least 65 years old, not less than \$3,000 of appraised value or such higher amount as the Board or the District’s voters may approve. Subject to certain conditions, the surviving spouse of a person 65 or older is entitled to an exemption for the same property in an amount equal to that which the deceased spouse was qualified. The District’s tax assessor is authorized by statute to disregard exemptions for the disabled and elderly if granting the exemption would impair the District’s obligation to pay tax-supported debt incurred prior to adoption of the exemption by the District. The District’s tax assessor/collector is authorized by statute to disregard such exemptions for the elderly and disabled if granting the exemptions would impair the District’s obligation to pay tax supported debt incurred prior to adoption of the exemptions by the District.

Residential Homestead Exemptions: The Property Tax Code authorizes the governing body of each political subdivision in the State to exempt up to twenty percent (20%) of the appraised value of residential homesteads from ad valorem taxation if the exemption is adopted by the governing body of the political subdivision before July 1. Where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. The District has never adopted a general homestead exemption.

Tax Abatement: Hays County and the District may enter into tax abatement agreements with owners of real property. The tax abatement agreements may exempt from ad valorem taxation by the applicable taxing jurisdiction for a period of up to ten years, all or any part of the increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year

in which the agreement is executed, on the condition that the property owner make specified improvements or repairs to the property in conformity with a comprehensive plan. To date, the District has not executed any abatement agreements.

Freeport Goods and Goods-in-Transit Exemption: Article VIII, Section 1-j of the Texas Constitution provides for an exemption from ad valorem taxation for “freeport property,” which is defined as goods detained in the state for 175 days or less for the purpose of assembly, storage, manufacturing, processing or fabrication. Taxing units that took action prior to April 1, 1990 may continue to tax freeport property and decisions to continue to tax freeport property may be reversed in the future. However, decisions to exempt freeport property are not subject to reversal. A “Goods-in-Transit” Exemption is applicable to the same categories of tangible personal property which are covered by the Freeport Exemption, if, for tax year 2011 and prior applicable years, such property is acquired in or imported into Texas for assembling, storing, manufacturing, processing, or fabricating purposes and is subsequently forwarded to another location inside or outside of Texas not later than 175 days after acquisition or importation, and the location where said property is detained during that period is not directly or indirectly owned or under the control of the property owner. For tax year 2012 and subsequent years, such Goods-in-Transit Exemption is limited to tangible personal property acquired in or imported into Texas for storage purposes only if such property is stored under a contract of bailment by a public warehouse operator at one or more public warehouse facilities in Texas that are not in any way owned or controlled by the owner of such property for the account of the person who acquired or imported such property. The exemption excludes oil, natural gas, petroleum products, aircraft and special inventory, including motor vehicle, vessel and outboard motor, heavy equipment and manufactured housing inventory. After holding a public hearing, a taxing unit may take action by January 1 of the year preceding a tax year to tax goods-in-transit during the following tax year. A taxpayer may obtain only a freeport exemption or a goods-in-transit exemption for items of personal property. Freeport goods are exempt from taxation by the District. The District has elected to tax goods-in-transit.

Agricultural Waiver: Much of the undeveloped acreage within the District is subject to an agricultural exemption, however, the Developer executed an agreement, which was recorded in the real property records of Hays County, and which contains covenants running with the land, waiving the right to have certain land located within the District classified as agricultural, open-space or timberland. In addition, the Developer has waived the right to have the lots and houses (if any) classified as business inventory. Such agreements may not be modified without the approval of the TCEQ and are binding on purchasers of such land from the Developer.

VALUATION OF PROPERTY FOR TAXATION . . . Generally, property in the District must be appraised by HCAD at one hundred percent (100%) of market value as of January 1 of each year. Once an appraisal roll is prepared and formally approved by the Appraisal Review Board, it is used by the District in establishing its tax rolls and tax rate. Assessments under the Property Tax Code are to be based on one hundred percent (100%) of market value, as such is defined in the Property Tax Code.

The Property Tax Code permits land designated for agricultural use, open space or timberland to be appraised at its value based on the land’s capacity to produce agricultural or timber products rather than at its fair market value. The Property Tax Code permits under certain circumstances that residential real property inventory held by a person in the trade or business be valued at the price that such property would bring if sold as a unit to a purchaser who would continue the business. Landowners wishing to avail themselves of the agricultural use, open space or timberland designation or residential real property inventory designation must apply for the designation and the appraiser is required by the Property Tax Code to act on each claimant’s right to the designation individually. A claimant may waive the special valuation as to taxation by some political subdivisions while claiming it as to another. If a claimant receives the agricultural use designation and later loses it by changing the use of the property or selling it to an unqualified owner, the District can collect taxes based on the new use, including taxes for the previous three years for agricultural use and taxes for the previous five years for open space land and timberland.

The Property Tax Code requires HCAD to implement a plan for periodic reappraisal of property. The plan must provide for appraisal of all real property in HCAD at least once every three (3) years. It is not known what frequency of reappraisal will be utilized by HCAD or whether reappraisals will be conducted on a zone or county-wide basis. The District, however, at its expense has the right to obtain from the Appraisal District a current estimate of appraised values within the District or an estimate of any new property or improvements within the District. While such current estimate of appraised values may serve to indicate the rate and extent of growth of taxable values within the District, it cannot be used for establishing a tax rate within the District until such time as HCAD chooses formally to include such values on its appraisal roll.

DISTRICT AND TAXPAYER REMEDIES . . . Under certain circumstances taxpayers and taxing units (such as the District), may appeal the orders of the Appraisal Review Board by filing a timely petition for review in State district court. In such event, the value of the property in question will be determined by the court or by a jury, if requested by any party. Additionally, taxing units may bring suit against HCAD to compel compliance with the Property Tax Code.

The Property Tax Code sets forth notice and hearing procedures for certain tax rate increases by the District and provides for taxpayer referenda which could result in the repeal of certain tax increases. The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property values, appraisals which are higher than renditions, and appraisals of property not previously on an appraisal roll.

LEVY AND COLLECTION OF TAXES . . . The District is responsible for the levy and collection of its taxes unless it elects to transfer the collection functions to another governmental entity. By September 1 of each year, or as soon thereafter as practicable, the rate of taxation is set by the Board based upon the valuation of property within the District as of the preceding January 1. Taxes are

due October 1, or when billed, whichever comes later, and become delinquent after January 31 of the following year. A delinquent tax incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. If the tax is not paid by July 1 of the year in which it becomes delinquent, the tax incurs a total penalty of twelve percent (12%) regardless of the number of months the tax has been delinquent and incurs an additional penalty of up to fifteen percent (15%) if imposed by the District. The delinquent tax also accrues interest at a rate of one percent (1%) for each month or portion of a month it remains unpaid. The Property Tax Code also makes provision for the split payment of taxes, discounts for early payment and the postponement of the delinquency date of taxes under certain circumstances.

The District's tax collector is required to enter into an installment payment agreement with any person who is delinquent on the payment of tax on a residence homestead for payment of tax, penalties and interest, if the person requests an installment agreement and has not entered into an installment agreement with the collector in the preceding 24 months. The installment agreement must provide for payments to be made in monthly installments and must extend for a period of at least 12 months and no more than 36 months. Additionally, the owner of a residential homestead property who is (i) sixty-five (65) years of age or older, (ii) disabled, or (iii) a disabled veteran, is entitled by law to pay current taxes on a residential homestead in installments without penalty or to defer the payment of taxes during the time of ownership. In the instance of tax deferral, a tax lien remains on the property and interest continue to accrue during the period of deferral.

ROLLBACK OF OPERATION AND MAINTENANCE TAX RATE . . . Under current law, the qualified voters of the District have the right to petition for a rollback of the District's operation and maintenance tax rate only if the total tax bill on the average residence homestead increases by more than eight percent. If a rollback election is called and passes, the rollback tax rate is the current year's debt service and contract tax rates plus 1.08 times the previous year's operation and maintenance tax rate. Thus, debt service and contract tax rates cannot be changed by a rollback election.

During the 86th Regular Legislative Session, Senate Bill 2 ("SB 2") was passed and signed by the Governor, with an effective date of January 1, 2020, which effectively restricts increases in the District's operation and maintenance tax rates by requiring rollback elections to reduce the operation and maintenance tax component of the District's total tax rate (collectively, the debt service tax rate, maintenance and operations tax rate and contract tax rate are the "total tax rate"). See "SELECTED FINANCIAL INFORMATION" for a description of the District's current total tax rate. SB 2 requires a reduction in the operation and maintenance tax component of the District's total tax rate if the District's total tax rate surpasses the thresholds for specific classes of districts in SB 2. Debt service and contract tax rates cannot be reduced by a rollback election held within any of the districts described below.

SB 2 classifies districts differently based on the current operation and maintenance tax rate or on the percentage of build-out that the District has completed. Districts that have adopted an operation and maintenance tax rate for the current year that is 2.5 cents or less per \$100 of taxable value are classified as "Low Tax Rate Districts." Districts that have financed, completed, and issued bonds to pay for all improvements and facilities necessary to serve at least 95% of the projected build-out of the district are classified as "Developed Districts." Districts that do not meet either of the classifications previously discussed are classified herein as "Other Districts." The impact each classification has on the ability of a district to increase its maintenance and operations tax rate pursuant to SB 2 is described for each classification below.

Low Tax Rate Districts

Low Tax Rate Districts that adopt a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions, are required to hold a rollback election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Low Tax Rate District is the current year's debt service and contract tax rate plus 1.08 times the previous year's operation and maintenance tax rate.

Developed Districts

Developed Districts that adopt a total tax rate that would impose more than 1.035 times the amount of the total tax imposed by the district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions for the preceding tax year, plus any unused increment rates, as calculated and described in Section 26.013 of the Tax Code, are required to hold a rollback election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Developed District is the current year's debt service and contract tax rate plus 1.035 times the previous year's operation and maintenance tax rate plus any unused increment rates. In addition, if any part of a Developed District lies within an area declared for disaster by the Governor of Texas or President of the United States, alternative procedures and rate limitations may apply for a temporary period. If a district qualifies as both a Low Tax Rate District and a Developed District, the district will be subject to the operation and maintenance tax threshold applicable to Low Tax Rate Districts.

Other Districts

Districts that do not meet the classification of a Low Tax Rate District or a Developed District are classified as Other Districts. The qualified voters of these districts, upon the Other District's adoption of a total tax rate that would impose more than 1.08 times

the amount of the total tax rate imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions, are authorized to petition for an election to reduce the operation and maintenance tax rate. If a rollback election is called and passes, the total tax rate for Other Districts is the current year's debt service and contract tax rate plus 1.08 times the previous year's operation and maintenance tax rate.

The District

A determination as to a district's status as a Low Tax Rate District, Developed District or Other District will be made on an annual basis, at the time a district sets its tax rate, beginning with the 2020 tax rate. The District cannot give any assurances as to what its classification will be at any point in time or whether the District's future tax rates will result in a total tax rate that will reclassify the District into a new classification and new rollback election calculation.

DISTRICT'S RIGHTS IN THE EVENT OF TAX DELINQUENCIES . . . Taxes levied by the District are a personal obligation of the owner of the property on January 1 of the year for which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all state and local taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of the State of Texas and each local taxing unit, including the District, having power to tax the property. The District's tax lien is on a parity with tax liens of such other taxing units. See "FINANCIAL STATEMENT – Overlapping Taxes for 2017." A tax lien on real property takes priority over the claim of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien; however, whether a lien of the United States is on a parity with or takes priority over a tax lien of the District is determined by applicable federal law. Personal property under certain circumstances is subject to seizure and sale for the payment of delinquent taxes, penalty, and interest.

At any time after taxes on property become delinquent, the District may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the District must join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, by taxpayer redemption rights (a taxpayer may redeem property within two years after the purchaser's deed issued at the foreclosure sale is filed in the county records) or by bankruptcy proceedings which restrict the collection of taxpayer debts. See "INVESTMENT CONSIDERATIONS – General – Tax Collections and Foreclosure Remedies."

EFFECT OF FIRREA ON TAX COLLECTIONS . . . The "Financial Institutions Reform, Recovery and Enforcement Act of 1989" ("FIRREA") contains provisions which affect the time for protesting property valuations, the fixing of tax liens and the collection of penalties and interest on delinquent taxes on real property owned by the Federal Deposit Insurance Corporation ("FDIC") when the FDIC is acting as the conservator or receiver of an insolvent financial institution. Under FIRREA, real property held by the FDIC is still subject to ad valorem taxation, but such act states (i) that no real property of the FDIC shall be subject to foreclosure or sale without the consent of the FDIC and no involuntary lien shall attach to such property, (ii) the FDIC shall not be liable for any penalties or fines, including those arising from the failure to pay any real property taxes when due and (iii) notwithstanding the failure of a person to challenge an appraisal in accordance with state law, such value shall be determined as of the period for which such tax is imposed.

To the extent that the FIRREA provisions are valid and applicable to any property in the District, and to the extent that the FDIC attempts to enforce the same, these provisions may affect the timeliness of collection of taxes on property owned by the FDIC in the District, and may prevent the collection of penalties and interest on such taxes.

LEGAL MATTERS

LEGAL OPINIONS . . . Issuance of the Bonds is subject to the approving legal opinion of the Attorney General of Texas to the effect that the Bonds are valid and binding obligations of the District payable from the proceeds of an annual ad valorem tax levied, without legal limit as to rate or amount, upon all taxable property within the District. Issuance of the Bonds is also subject to the legal opinion of McCall, Parkhurst & Horton L.L.P., Austin, Texas ("Bond Counsel"), based upon examination of a transcript of the proceedings incident to authorization and issuance of the Bonds, to the effect that the Bonds are valid and binding obligations of the District payable from the sources and enforceable in accordance with the terms and conditions described therein, except to the extent that the enforceability thereof may be affected by governmental immunity, bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights or the exercise of judicial discretion in accordance with general principles of equity. Bond Counsel's legal opinion will also address the matters described below under "TAX MATTERS." Such opinions will express no opinion with respect to the sufficiency of the security for or the marketability of the Bonds. In connection with the issuance of the Bonds, Bond Counsel has been engaged by, and only represents, the District.

The legal fees to be paid Bond Counsel for services rendered in connection with the issuance of the Bonds are based upon a percentage of Bonds actually issued, sold and delivered, and therefore, such fees are contingent upon the sale and delivery of the Bonds.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does

not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

NO-LITIGATION CERTIFICATE . . . The District will furnish to the Initial Purchaser a certificate, dated as of the date of delivery of the Bonds, executed by both the President and Secretary of the Board, to the effect that no litigation of any nature has been filed or is then pending or threatened, either in state or federal courts, contesting or attacking the Bonds; restraining or enjoining the issuance, execution or delivery of the Bonds; affecting the provisions made for the payment of or security for the Bonds; in any manner questioning the authority or proceedings for the issuance, execution, or delivery of the Bonds; or affecting the validity of the Bonds.

NO MATERIAL ADVERSE CHANGE . . . The obligations of the Initial Purchaser to take and pay for the Bonds, and of the District to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the condition (financial or otherwise) of the District from that set forth or contemplated in the Official Statement.

TAX MATTERS

OPINION . . . On the date of initial delivery of the Bonds, McCall, Parkhurst & Horton L.L.P., Bond Counsel, will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof (“Existing Law”) (1) interest on the Bonds for federal income tax purposes will be excludable from the “gross income” of the holders thereof and (2) the Bonds will not be treated as “specified private activity bonds” the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the “Code”). Except as stated above, Bond Counsel will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Bonds. See “APPENDIX B – Form of Bond Counsel Opinion.”

In rendering its opinion, Bond Counsel will rely upon (a) the District’s federal tax certificate, and (b) covenants of the District relating to arbitrage and the application of the proceeds of the Bonds and the property financed or refinanced therewith. Failure by the District to comply with these representations or covenants could cause the interest on the Bonds to become included in gross income retroactively to the date of issuance.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Bonds in order for the interest on the Bonds to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Bonds to be included to gross income retroactively to the date of issuance of the Bonds. The opinion of Bond Counsel is conditioned on compliance by the District with the covenants and requirements, and Bond Counsel has not been retained to monitor compliance with these requirements subsequent to the issuance of the Bonds.

Bond Counsel’s opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel’s opinion is not a guarantee of a result. Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that such Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds.

A ruling was not sought from the Internal Revenue Service by the District with respect to the Bonds or the property financed or refinanced with the proceeds of the Bonds. Bond Counsel’s opinion represents its legal judgement based upon its review of Existing Law and the representations of the District that it deems relevant to render such opinion and is not a guarantee of a result. No assurances can be given as to whether the Internal Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an Internal Revenue Service audit is commenced, under current procedures the Internal Revenue Service is likely to treat the District as the taxpayer and the Bondholders may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

FEDERAL INCOME TAX ACCOUNTING TREATMENT OF ORIGINAL ISSUE DISCOUNT . . . The initial public offering price to be paid for one or more maturities of the Bonds is less than the principal amount thereof or one or more periods for the payment of interest on the Bonds may not be equal to the accrual period or be in excess of one year (the “Original Issue Discount Bonds”). In such event, the difference between (i) the “stated redemption price at maturity” of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The “stated redemption price at maturity” means the sum of all payments to be made on the Bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

COLLATERAL FEDERAL INCOME TAX CONSEQUENCES . . . The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on existing statutes, regulations, published rulings and court decisions accumulated, all of which are subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with subchapter C earnings and profits, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium assistance credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM RECENTLY ENACTED LEGISLATION OR THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount bonds" to the extent such gain does not exceed the accrued market discount of such bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

STATE, LOCAL AND FOREIGN TAXES . . . Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

INFORMATION REPORTING AND BACKUP WITHHOLDING . . . Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Bonds will be sent to each registered holder and to the IRS. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner's social security number or other taxpayer identification number ("TIN"), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient's federal income tax. Special rules apply to partnerships, estates and trusts, and in certain circumstances, and in respect of Non-U.S. Holders, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

FUTURE AND PROPOSED LEGISLATION . . . Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

QUALIFIED TAX-EXEMPT OBLIGATIONS FOR FINANCIAL INSTITUTIONS . . . Section 265(a) of the Code provides, in pertinent part, that interest paid or incurred by a taxpayer, including a “financial institution,” on indebtedness incurred or continued to purchase or carry tax-exempt obligations is not deductible in determining the taxpayer’s taxable income. Section 265(b) of the Code provides an exception to the disallowance of such deduction for any interest expense paid or incurred on indebtedness of a taxpayer that is a “financial institution” allocable to tax-exempt obligation, other than “private activity bonds,” that are designated by a “qualified small issuer” as “qualified tax-exempt obligations.” A “qualified small issuer” is any governmental issuer (together with any “on-behalf of” and “subordinate” issuers) who issues no more than \$10,000,000 of tax-exempt obligations during the calendar year. Section 265(b)(5) of the Code defines the term “financial institution” as any “bank” described in Section 585(a)(2) of the Code, or any person accepting deposits from the public in the ordinary course of such person’s trade or business that is subject to federal or state supervision as a financial institution. Notwithstanding the exception to the disallowance of the deduction of interest on indebtedness related to “qualified tax-exempt obligations” provided by Section 265(b) of the Code, Section 291 of the Code provides that the allowable deduction to a “bank,” as defined in Section 585(a)(2) of the Code, for interest on indebtedness incurred or continued to purchase “qualified tax-exempt obligations” shall be reduced by twenty-percent (20%) as a “financial institution preference item.”

The District expects to designate the Bonds as “qualified tax-exempt obligations” within the meaning of section 265(b) of the Code. In furtherance of that designation, the District will covenant to take such action that would assure, or to refrain from such action that would adversely affect, the treatment of the Bonds as “qualified tax-exempt obligations.” **Potential purchasers should be aware that if the issue price to the public exceeds \$10,000,000, there is a reasonable basis to conclude that the payment of a de minimis amount of premium in excess of \$10,000,000 is disregarded; however, the Internal Revenue Service could take a contrary view. If the Internal Revenue Service takes the position that the amount of such premium is not disregarded, then such obligations might fail to satisfy the \$10,000,000 limitation and the Bonds would not be “qualified tax-exempt obligations.”**

CONTINUING DISCLOSURE OF INFORMATION

In the Bond Order, the District has made the following agreement for the benefit of the registered and beneficial owners. The District is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the District will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified events, to the Municipal Securities Rulemaking Board (“MSRB”). This information will be available free of charge from the MSRB via its Electronic Municipal Market Access system at www.emma.msrb.org.

ANNUAL REPORTS . . . The District will provide certain updated financial information and operating data to certain information to the MSRB annually. The information to be updated includes all quantitative financial information and operating data with respect to the District of the general type included in this Official Statement under Tables 1 through 9 and in “APPENDIX A – Excerpts from the Annual Financial Report,” if audited such financial statements in APPENDIX A are then available. The District will update and provide this information within six months after the end of each fiscal year. The District will provide the updated information to the MSRB.

The District may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by SEC Rule 15c2-12 (the “Rule”). The updated information will include audited financial statements, if completed by the required time. If audited financial statements are not available within twelve months after any such fiscal year end, the District will file unaudited financial statements within twelve months after any such fiscal year end, and audited financial statements when the audit report becomes available. Any such financial statements will be prepared in accordance with the accounting principles described in “APPENDIX A – Excerpts from the Annual Financial Report” or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation.

The District’s current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 of each year unless the District changes its fiscal year. If the District changes its fiscal year, it will notify the MSRB of the change.

NOTICE OF CERTAIN EVENTS . . . The District will provide notice to the MSRB of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws: (1) non-payment related defaults; (2) modifications to rights of bondholders; (3) Bond calls; (4) release, substitution, or sale of property securing repayment of the Bonds; (5) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; (6) appointment of a successor or additional trustee or the change of name of a trustee; and (7) incurrence of a financial obligation of the District, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders.

The District will also provide notice to the MSRB of any of the following events with respect to the Bonds without regard to whether such event is considered material within the meaning of the federal securities laws; (1) principal and interest payment delinquencies; (2) unscheduled draws on debt service reserves reflecting financial difficulties; (3) unscheduled draws on credit enhancements reflecting financial difficulties; (4) substitution of credit or liquidity providers, or their failure to perform; (5) adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds; (6) tender offers; (7) defeasances; (8) rating changes; (9) bankruptcy, insolvency, receivership or similar event of the District (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District); and (10) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the District, any of which reflect financial difficulties.

The District will provide notice of the aforementioned events to the MSRB in a timely manner (but not in excess of ten business days after the occurrence of the event). The District will also provide timely notice of any failure by the District to provide annual financial information in accordance with their agreement described above under “– Annual Reports.”

AVAILABILITY OF INFORMATION FROM THE MSRB . . . The District has agreed to provide the foregoing information only to the MSRB. All documents provided by the District to the MSRB described above under “Annual Reports” and “Notice of Certain Events” will be in an electronic format and accompanied by identifying information as prescribed by the MSRB.

The address of the MSRB is 1900 Duke Street, Suite 600, Alexandria, VA 22314, and its telephone number is (703) 797-6600.

LIMITATIONS AND AMENDMENTS . . . The District has agreed to update information and to provide notices of specified events only as described above. The District has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The District makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The District disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although Registered Owners may seek a writ of mandamus to compel the District to comply with its agreement.

This continuing disclosure agreement may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of the Bond Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Holders and beneficial owners of the Bonds. The District may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

FINANCIAL ADVISOR

The Official Statement was compiled and edited under the supervision of Specialized Public Finance Inc. (the “Financial Advisor”), which firm is currently employed as Financial Advisor to the District. The fees paid to the Financial Advisor for services rendered in connection with the issuance and sale of the Bonds are based on a percentage of the Bonds actually issued, sold and delivered, and therefore such fees are contingent on the sale and delivery of the Bonds.

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OFFICIAL STATEMENT

PREPARATION . . . The District has no employees but engages various professionals and consultants to assist the District in the day-to-day activities of the District. See “The District.” The Board of Directors in its official capacity has relied upon the below mentioned experts and sources in preparation of this Official Statement. The information in this Official Statement was compiled and edited by the Financial Advisor. In addition to compiling and editing such information, the Financial Advisor has obtained the information set forth herein under the captions indicated from sources including: Murfee Engineering Company; Taylor Morrison of Texas Inc.; Bott Douthitt, PLLC; and Willatt & Flickinger, PLLC.

UPDATING THE OFFICIAL STATEMENT DURING UNDERWRITING PERIOD . . . If, subsequent to the date of the Official Statement to and including the date the Initial Purchaser is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the “end of the underwriting period” (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from a nationally recognized repository but in no case less than 25 days after the “end of the underwriting period”), the District learns or is notified by the Initial Purchaser of any adverse event which causes any of the key representations in the Official Statement to be materially misleading, the District will promptly prepare and supply to the Initial Purchaser a supplement to the Official Statement which corrects such representation to the reasonable satisfaction of the Initial Purchaser, unless the Initial Purchaser elects to terminate its obligation to purchase the Bonds as described in the Notice of Sale under the heading “DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS – Delivery.” The obligation of the District to update or change the Official Statement will terminate when the District delivers the Bonds to the Initial Purchaser (the “end of the underwriting period” within the meaning of the Rule), unless the Initial Purchaser provides written notice to the District that less than all of the Bonds have been sold to ultimate customers on or before such date, in which case the obligation to update or change the Official Statement will extend for an additional period of time of 25 days after all of the Bonds have been sold to ultimate customers. In the event the Initial Purchaser provides written notice to the District that less than all of the Bonds have been sold to ultimate customers, the Initial Purchaser agrees to notify the District in writing following the occurrence of the “end of the underwriting period” as defined in the Rule.

CERTIFICATION AS TO OFFICIAL STATEMENT . . . The District, acting by and through its Board of Directors in its official capacity in reliance upon the experts listed above, hereby certifies, as of the date hereof, that to the best of its knowledge and belief, the information, statements and descriptions pertaining to the District and its affairs herein contain no untrue statements of a material fact and do not omit to state any material fact necessary to make the statements herein, in light of the circumstances under which they were made, not misleading. The information, description and statements concerning entities other than the District, including particularly other governmental entities, have been obtained from sources believed to be reliable, but the District has made no independent investigation or verification of such matters and makes no representation as to the accuracy or completeness thereof. Except as set forth in “CONTINUING DISCLOSURE OF INFORMATION” herein, the District has no obligation to disclose any changes in the affairs of the District and other matters described in this Official Statement subsequent to the “end of the underwriting period” which shall end when the District delivers the Bonds to the Initial Purchaser at closing, unless extended by the Initial Purchaser. All information with respect to the resale of the Bonds subsequent to the “end of the underwriting period” is the responsibility of the Initial Purchaser.

ANNUAL AUDITS . . . Under Texas Law, the District must keep its fiscal records in accordance with generally accepted accounting principles. It must also have its financial accounts and records audited by a certified or permitted public accountant within 120 days after the close of each fiscal year of the District, and must file each audit report with the TCEQ within 135 days after the close of the fiscal year so long as the District has bond outstanding. Copies of each audit report must also be filed in the office of the District. The District’s fiscal records and audit reports are available for public inspection during regular business hours, and the District is required by law to provide a copy of the District’s audit reports to any Registered Owner or other member of the public within a reasonable time on request, upon payment of prescribed charges.

This Official Statement was approved by the Board of Directors of Reunion Ranch Water Control and Improvement District, as of the date shown on the first page hereof.

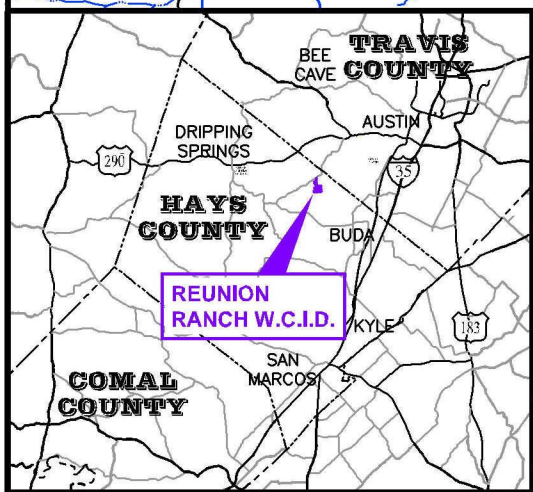
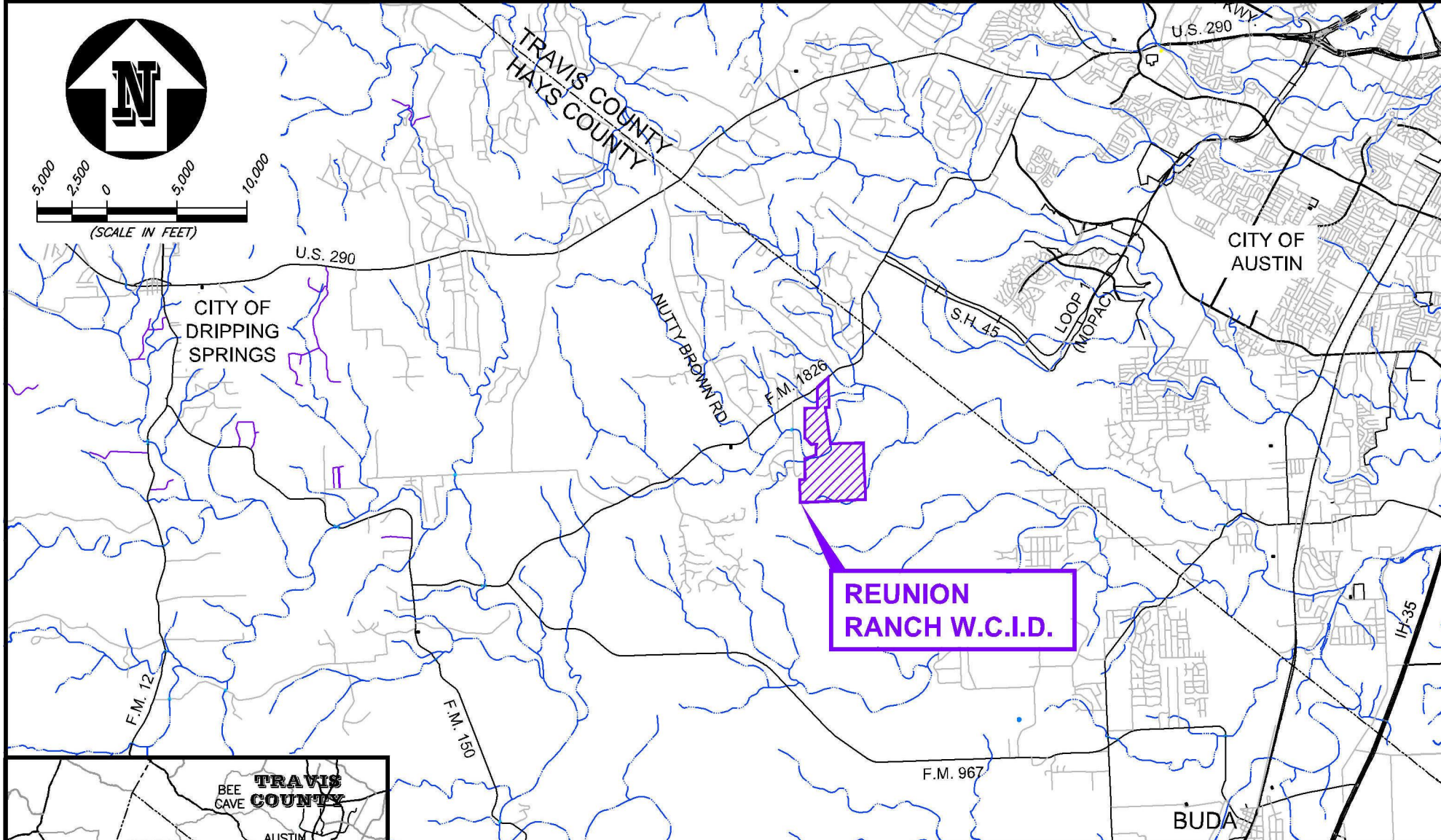
Secretary, Board of Directors
Reunion Ranch Water Control and Improvement District

President, Board of Directors
Reunion Ranch Water Control and Improvement District

LOCATION MAP



5,000 2,500 0 5,000 10,000
(SCALE IN FEET)



Murfee Engineering Company

REUNION RANCH W.C.I.D. LOCATION MAP

1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746 (512) 327-9204

FILE(LAYOUT): \\Murfee-dcl\mec\121002190\RRWCID-Bond App 1-Location Map.dwg (DATE: 12/29/2014)

PHOTOGRAPHS

The homes shown in the attached photographs are representative of the type of construction presently located within the District, and these photographs are presented solely to illustrate such construction.

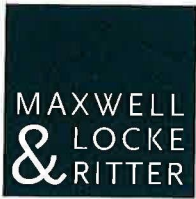
The District makes no representation that any additional construction such as that as illustrated in the following photographs will occur in the District. See "THE DISTRICT."



APPENDIX A

EXCERPTS FROM THE ANNUAL FINANCIAL REPORT

The information contained in this APPENDIX has been excerpted from the financial statements of Reunion Ranch Water Control and Improvement District for the fiscal year ended September 30, 2018, as prepared by the District's auditor Maxwell Locke & Ritter.



MAXWELL LOCKE & RITTER LLP

Accountants and Consultants

An Affiliate of CPAmerica International

tel (512) 370 3200 fax (512) 370 3250
www.mlrpc.com

Austin: 401 Congress Avenue, Suite 1100
Austin, TX 78701

Round Rock: 411 West Main Street, Suite 300
Round Rock, TX 78664

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Reunion Ranch Water Control and Improvement District:

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Reunion Ranch Water Control and Improvement District (the "District"), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

Affiliated Company

ML&R WEALTH MANAGEMENT LLC

*"A Registered Investment Advisor"
This firm is not a CPA firm*

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2018, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages MDA-1 through MDA-6 and FS-17, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The Texas supplemental information and other supplemental information listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Texas supplemental information listed in the table of contents is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Texas supplemental information listed in the table of contents is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The other supplemental information listed in the table of contents has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Maxwell Locke + Ritter LLP

Austin, Texas
January 15, 2019

**MANAGEMENT'S DISCUSSION
AND ANALYSIS**

REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED SEPTEMBER 30, 2018

In accordance with Governmental Accounting Standards Board Statement 34 ("GASB 34"), the management of Reunion Ranch Water Control and Improvement District (the "District") offers the following discussion and analysis to provide an overview of the District's financial activities for the year ended September 30, 2018. Since this information is designed to focus on the current year's activities, resulting changes, and currently known facts, it should be read in conjunction with the District's basic financial statements that follow.

FINANCIAL HIGHLIGHTS

- *General Fund:* At the end of the current fiscal year, the fund balance was \$969,473, an increase of \$308,433 from the previous fiscal year. General Fund revenues increased from \$964,360 in the previous fiscal year to \$1,039,035 in the current fiscal year primarily due to additional service fee revenues generated from new connections within the District.
- *Debt Service Fund:* During fiscal year 2018, the District issued \$5,750,000 in Unlimited Tax Bonds, Series 2017. As a result, fund balance restricted for debt service increased from \$503,808 as of September 30, 2017 to \$700,545 as of September 30, 2018. Debt Service Fund revenues (including other financing sources) totaled \$770,166 in the current fiscal year while expenditures totaled \$573,429.
- *Capital Projects Fund:* Fund balance restricted for capital projects increased from \$64,051 as of September 30, 2017 to \$469,305 as of September 30, 2018. In conjunction with the issuance of \$5,750,000 in Unlimited Tax Bonds, the District expended \$4,160,505 in capital outlay (related to construction of the water, wastewater and drainage system), \$556,662 in reimbursement for prior year's operating advances and \$439,648 in bond issuance costs during the current fiscal year. Capital Projects Fund revenues (including net other financing sources) totaled \$5,562,069 in the current fiscal year.
- *Governmental Activities:* On a government-wide basis for governmental activities, the District had expenses net of revenues of \$163,888 during the current fiscal year. Net position decreased from a deficit balance of \$664,320 at September 30, 2017 to a deficit balance of \$828,208 at September 30, 2018.

OVERVIEW OF THE DISTRICT

The District was duly created by order of the Texas Commission on Environmental Quality (the "Commission") dated August 15, 2005 as a conservation and reclamation district created under and essentially to accomplish the purposes of Section 59, Article XVI of the Texas Constitution.

REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED SEPTEMBER 30, 2018

USING THIS ANNUAL REPORT

This annual report consists of six parts:

1. *Management's Discussion and Analysis* (this section)
2. *Basic Financial Statements*
3. *Notes to the Basic Financial Statements*
4. *Required Supplementary Information*
5. *Texas Supplemental Information* (required by the Texas Commission on Environmental Quality (the TSI section))
6. *Other Supplemental Information* (the OSI section)

For purposes of GASB 34, the District is considered a special purpose government. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements that are prepared on the modified accrual basis of accounting is met with the "Governmental Funds Total" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. Government-wide statements are comprised of the Statement of Net Position and the Statement of Activities.

OVERVIEW OF THE FINANCIAL STATEMENTS

The *Statement of Net Position and Governmental Funds Balance Sheet* includes a column (titled "Governmental Funds Total") that represents a balance sheet prepared using the modified accrual basis of accounting. This method measures cash and all other financial assets that can be readily converted to cash. The adjustments column converts those balances to a balance sheet that more closely reflects a private-sector business. Over time, increases or decreases in the District's net position will indicate financial health.

The *Statement of Activities and Governmental Funds Revenues, Expenditures and Changes in Fund Balances* includes a column (titled "Governmental Funds Total") that derives the change in fund balances resulting from current year revenues, expenditures, and other financing sources or uses. These amounts are prepared using the modified accrual basis of accounting. The adjustments column converts those activities to full accrual, a basis that more closely represents the income statement of a private-sector business.

The *Notes to the Basic Financial Statements* provide additional information that is essential to a full understanding of the information presented in the *Statement of Net Position and Governmental Funds Balance Sheet* and the *Statement of Activities and Governmental Funds Revenues, Expenditures, and Changes in Fund Balances*.

The *Required Supplementary Information* presents a comparison statement between the District's adopted budget and its actual results for the General Fund.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2018**

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

Statement of Net Position:

The following table reflects the condensed Statement of Net Position:

Summary Statement of Net Position

	Governmental Activities		Change Increase (Decrease)
	2018	2017	
Current and other assets	\$ 2,591,814	\$ 1,488,617	\$ 1,103,197
Capital and non-current assets	9,819,783	5,855,678	3,964,105
Total Assets	12,411,597	7,344,295	5,067,302
Current liabilities	724,841	452,993	271,848
Long-term liabilities	12,514,964	7,555,622	4,959,342
Total Liabilities	13,239,805	8,008,615	5,231,190
Net investment in capital assets	(2,368,891)	(1,248,487)	(1,120,404)
Restricted for debt service	648,621	472,559	176,062
Unrestricted	892,062	111,608	780,454
Total Net Position	\$ (828,208)	\$ (664,320)	\$ (163,888)

The District's net position decreased by \$163,888 to a deficit balance of \$828,208 from the previous year's deficit balance of \$664,320. The decrease is primarily a result of the District's bond issuance in December 2017 totaling \$5,750,000, for which all related principal remains outstanding at September 30, 2018.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
MANAGEMENT’S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2018**

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE (continued) -

Revenues and Expenses:

Summary Statement of Activities

	Governmental Activities		Change Increase
	2018	2017	(Decrease)
Property taxes, including penalties	\$ 892,253	\$ 630,353	\$ 261,900
Service account revenues, including penalties	571,257	478,687	92,570
Tap connection/inspection fees	112,500	108,300	4,200
Interest and other revenue	33,919	9,253	24,666
Total Revenues	1,609,929	1,226,593	383,336
Water reservation/monthly charges/purchases	242,313	210,910	31,403
District operations	315,904	298,276	17,628
Professional fees	148,593	175,204	(26,611)
Other	106,101	22,816	83,285
Debt service	760,784	546,725	214,059
Depreciation/amortization	200,122	108,516	91,606
Total Expenses	1,773,817	1,362,447	411,370
Change in Net Position	(163,888)	(135,854)	(28,034)
Beginning Net Position	(664,320)	(528,466)	(135,854)
Ending Net Position	\$ (828,208)	\$ (664,320)	\$ (163,888)

Revenues were \$1,609,929 for the fiscal year ended September 30, 2018, while expenses were \$1,773,817. Net position decreased \$163,888 for the fiscal year ended September 30, 2018.

Property tax revenues in the current fiscal year totaled \$892,253, up from \$630,353 during fiscal year 2017. Property tax revenue is derived from taxes being levied based upon the assessed value of real and personal property within the District. Property taxes levied for the 2017 tax year (September 30, 2018 fiscal year) were based upon a current assessed value of \$100,215,066 and a tax rate of \$0.875 per \$100 of assessed valuation. Property taxes levied for the 2016 tax year (September 30, 2017 fiscal year) were based upon a current assessed value of \$70,472,972 and a tax rate of \$0.875 per \$100 of assessed valuation.

The tax rate levied is determined after the District’s Board of Directors (the “Board”) reviews the General Fund budget requirements and the Debt Service Fund debt service obligations of the District. The District’s primary revenue sources during fiscal year 2018 were property taxes and service account revenues.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2018**

ANALYSIS OF GOVERNMENTAL FUNDS

Governmental Funds by Year

	<u>2018</u>	<u>2017</u>
Cash and cash equivalents	\$ 2,321,058	\$ 1,336,318
Receivables	182,134	150,911
Other	56,825	48,737
Total Assets	<u>\$ 2,560,017</u>	<u>\$ 1,535,966</u>
Accounts payable and other	\$ 415,858	\$ 297,230
Total Liabilities	<u>415,858</u>	<u>297,230</u>
Deferred Inflows of Resources	4,836	9,837
Nonspendable	1,577	1,388
Restricted	1,169,850	567,859
Unassigned	967,896	659,652
Total Fund Balances	<u>2,139,323</u>	<u>1,228,899</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 2,560,017</u>	<u>\$ 1,535,966</u>

As of September 30, 2018, the District's governmental funds reflected a fund balance of \$2,139,323. For the year ended September 30, 2018, fund balances increased by \$308,433, \$196,737 and \$405,254 in the General Fund, Debt Service Fund and Capital Projects Fund, respectively.

CAPITAL ASSETS

At September 30, 2018, the District's governmental activities have invested \$9,819,783 in water, wastewater, and drainage system infrastructure. The detail is reflected in the following schedule:

Summary of Capital Assets, net

	<u>9/30/2018</u>	<u>9/30/2017</u>
Water/Wastewater/Drainage Facilities	\$ 10,166,754	\$ 6,006,249
Less: Accumulated Depreciation	(346,971)	(150,571)
Total Net Capital Assets	<u>\$ 9,819,783</u>	<u>\$ 5,855,678</u>

More detailed information about the District's capital assets is presented in the *Notes to the Basic Financial Statements*.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2018**

LONG-TERM DEBT

The District has the following balances outstanding on unlimited tax bonds:

	Bonds Payable
Series 2015	\$ 3,420,000
Series 2016	3,610,000
Series 2017	5,750,000
Total	<u>\$ 12,780,000</u>

The District owes \$12.78 million to bond holders. During the year, the District paid interest of \$398,583 on outstanding principal. The ratio of the District's long-term debt to total 2017 taxable assessed valuation (\$100,215,066) is 12.8%. The District's estimated population, as provided by the District as of August 1, 2018, is 931. More detailed information about the District's long-term debt is presented in the *Notes to the Basic Financial Statements*.

BUDGETARY HIGHLIGHTS

The General Fund pays for daily operating expenditures. The Board adopted a budget on August 15, 2017 for the 2018 fiscal year. The 2018 fiscal year budget included projected revenues of \$817,353 as compared to expenditures of \$674,517. When comparing actual results to budget, the District had a positive variance of \$165,597 primarily due to more tap connections and related service revenues than anticipated. More detailed information about the District's budgetary comparison is presented in the *Required Supplementary Information*.

CURRENTLY KNOWN FACTS, DECISIONS, OR CONDITIONS

The net property tax assessed value for 2018 (September 30, 2019 fiscal year) is approximately \$135 million. The fiscal year 2019 tax rate is \$0.875 on each \$100 of taxable value. Approximately 20% of the property tax will fund general operating expenses and approximately 80% of the property tax will be set aside for debt service.

The adopted budget for fiscal year 2019 projects an operating fund balance increase of \$45,041. Compared to the fiscal year 2018 budget, revenues are expected to increase by approximately \$39,000 and expenditures are expected to increase by approximately \$136,000.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances and to demonstrate the District's accountability for the funds it receives. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the District in care of Willatt & Flickinger PLLC, 12912 Hill Country Blvd., Suite F-232, Austin, TX 78738.

BASIC FINANCIAL STATEMENTS

REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
STATEMENT OF NET POSITION AND
GOVERNMENTAL FUNDS BALANCE SHEET
SEPTEMBER 30, 2018

	General Fund	Debt Service Fund	Capital Projects Fund	Governmental Funds Total	Adjustments Note 2	Government - Wide Statement of Net Position
ASSETS						
Cash and cash equivalents:						
Cash	\$ 355,694	\$ -	\$ -	\$ 355,694	\$ -	\$ 355,694
Cash equivalents	784,781	711,278	469,305	1,965,364	-	1,965,364
Receivables:						
Service accounts, net of reserve for doubtful accounts of \$-0-	109,864	-	-	109,864	-	109,864
Property taxes	1,796	3,040	-	4,836	-	4,836
Interfund	65,981	-	-	65,981	(65,981)	-
Other	1,453	-	-	1,453	-	1,453
Prepaid expenditures	1,577	-	55,248	56,825	97,778	154,603
Capital assets, net of accumulated depreciation:						
Water/wastewater/drainage facilities	-	-	-	-	9,819,783	9,819,783
TOTAL ASSETS	\$ 1,321,146	\$ 714,318	\$ 524,553	\$ 2,560,017	9,851,580	12,411,597
LIABILITIES						
Accounts payable	\$ 300,847	\$ -	\$ -	\$ 300,847	-	300,847
Accrued bond interest payable	-	-	-	-	54,964	54,964
Deposits	49,030	-	-	49,030	-	49,030
Interfund payables	-	10,733	55,248	65,981	(65,981)	-
Long-term liabilities -						
Due to developer	-	-	-	-	79,207	79,207
Bonds payable:						
Due within one year	-	-	-	-	320,000	320,000
Due after one year	-	-	-	-	12,435,757	12,435,757
TOTAL LIABILITIES	349,877	10,733	55,248	415,858	12,823,947	13,239,805
DEFERRED INFLOWS OF RESOURCES						
Deferred revenue - property taxes	1,796	3,040	-	4,836	(4,836)	-
TOTAL DEFERRED INFLOWS OF RESOURCES	1,796	3,040	-	4,836	(4,836)	-
FUND BALANCES / NET POSITION						
Fund balances:						
Nonspendable	1,577	-	-	1,577	(1,577)	-
Restricted for:						
Debt service	-	700,545	-	700,545	(700,545)	-
Authorized construction	-	-	469,305	469,305	(469,305)	-
Unassigned	967,896	-	-	967,896	(967,896)	-
TOTAL FUND BALANCES	969,473	700,545	469,305	2,139,323	(2,139,323)	-
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	\$ 1,321,146	\$ 714,318	\$ 524,553	\$ 2,560,017		
Net position:						
Net investment in capital assets					(2,368,891)	(2,368,891)
Restricted for debt service					648,621	648,621
Unrestricted					892,062	892,062
TOTAL NET POSITION					\$ (828,208)	\$ (828,208)

The accompanying notes are an integral part of this statement.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
YEAR ENDED SEPTEMBER 30, 2018**

	General Fund	Debt Service Fund	Capital Projects Fund	Governmental Funds Total	Adjustments Note 2	Government - Wide Statement of Activities
REVENUES:						
Property taxes, including penalties	\$ 343,143	\$ 554,111	\$ -	\$ 897,254	\$ (5,001)	\$ 892,253
Service account revenues, including penalties	571,257	-	-	571,257	-	571,257
Tap connection/inspection fees	112,500	-	-	112,500	-	112,500
Interest and other	12,135	15,160	6,624	33,919	-	33,919
TOTAL REVENUES	1,039,035	569,271	6,624	1,614,930	(5,001)	1,609,929
EXPENDITURES / EXPENSES:						
Current:						
Water purchases	242,313	-	-	242,313	-	242,313
Lab/chemicals	25,539	-	-	25,539	-	25,539
Repairs and maintenance	73,795	-	-	73,795	-	73,795
Sludge hauling	53,677	-	-	53,677	-	53,677
Utilities	13,263	-	-	13,263	-	13,263
Landscape maintenance	29,425	-	-	29,425	-	29,425
Connection/inspection fees	46,012	-	-	46,012	-	46,012
Permits	1,440	-	-	1,440	-	1,440
Management fees	72,753	-	-	72,753	-	72,753
Legal fees	64,483	-	-	64,483	-	64,483
Engineering fees	51,860	-	-	51,860	-	51,860
Audit fees	10,500	-	-	10,500	-	10,500
Bookkeeping fees	21,750	-	-	21,750	-	21,750
Tax appraisal/collection fees	2,273	3,846	-	6,119	-	6,119
Director fees, including payroll taxes	9,204	-	-	9,204	-	9,204
Insurance	10,881	-	-	10,881	-	10,881
Prior years operating advances	-	-	556,662	556,662	(478,199)	78,463
Public notice	-	-	-	-	-	-
Other	1,434	-	-	1,434	-	1,434
Debt service:						
Principal	-	170,000	-	170,000	(170,000)	-
Interest	-	398,583	-	398,583	23,053	421,636
Fiscal agent fees	-	1,000	-	1,000	-	1,000
Bond issuance costs	-	-	439,648	439,648	(101,500)	338,148
Capital outlay	-	-	4,160,505	4,160,505	(4,160,505)	-
Depreciation	-	-	-	-	196,400	196,400
Amortization	-	-	-	-	3,722	3,722
TOTAL EXPENDITURES / EXPENSES	730,602	573,429	5,156,815	6,460,846	(4,687,029)	1,773,817
Excess (deficit) of revenues over (under) expenditures / expenses	308,433	(4,158)	(5,150,191)	(4,845,916)	4,682,028	(163,888)
OTHER FINANCING SOURCES (USES):						
Issuance of bonds	-	200,895	5,549,105	5,750,000	(5,750,000)	-
Bond discount	-	-	(34,847)	(34,847)	34,847	-
Bond premium	-	-	41,187	41,187	(41,187)	-
TOTAL OTHER FINANCING SOURCES, NET	-	200,895	5,555,445	5,756,340	(5,756,340)	-
NET CHANGE IN FUND BALANCES	308,433	196,737	405,254	910,424	(910,424)	-
CHANGE IN NET POSITION					(163,888)	(163,888)
FUND BALANCES / NET POSITION:						
Beginning of the year	661,040	503,808	64,051	1,228,899	(1,893,219)	(664,320)
End of the year	\$ 969,473	\$ 700,545	\$ 469,305	\$ 2,139,323	\$ (2,967,531)	\$ (828,208)

The accompanying notes are an integral part of this statement.

**NOTES TO THE BASIC
FINANCIAL STATEMENTS**

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018**

1. SIGNIFICANT ACCOUNTING POLICIES

The accounting and reporting policies of Reunion Ranch Water Control and Improvement District (the "District") relating to the funds included in the accompanying financial statements conform to generally accepted accounting principles ("GAAP") as applied to governmental entities. GAAP for local governments include those principles prescribed by the Governmental Accounting Standards Board ("GASB"), which constitutes the primary source of GAAP for governmental units. The more significant of these accounting policies are described below and, where appropriate, subsequent pronouncements will be referenced.

Reporting Entity - The District was duly created by order of the Texas Commission on Environmental Quality (the "Commission") dated August 15, 2005 as a conservation and reclamation district created under and essentially to accomplish the purposes of Section 59, Article XVI of the Texas Constitution. The reporting entity of the District encompasses those activities and functions over which the District's elected officials exercise significant oversight or control. The District is governed by a five member Board of Directors (the "Board") which has been elected by District residents or appointed by the Board. The District is not included in any other governmental "reporting entity" as defined by GASB since Board members are elected by the public and have decision making authority, the power to designate management, the responsibility to significantly influence operations and primary accountability for fiscal matters. In addition, there are no component units included in the District's reporting entity.

Basis of Presentation - Government-Wide and Fund Financial Statements - The basic financial statements are prepared in conformity with GASB Statement No. 34, and include a column for government-wide (based upon the District as a whole) and fund financial statement presentations. GASB Statement No. 34 also requires as supplementary information the Management's Discussion and Analysis, which includes an analytical overview of the District's financial activities. In addition, a budgetary comparison statement is presented that compares the adopted General Fund budget with actual results.

- **Government-Wide Financial Statements:** The District's Statement of Net Position includes both non-current assets and non-current liabilities of the District, which were previously recorded in the General Fixed Assets Account Group and the General Long-Term Debt Account Group. In addition, the government-wide Statement of Activities column reflects depreciation expense on the District's capital assets, including infrastructure.

The government-wide focus is more on the sustainability of the District as an entity and the change in aggregate financial position resulting from financial activities of the fiscal period. The focus of the fund financial statements is on the individual funds of the governmental categories. Each presentation provides valuable information that can be analyzed and compared to enhance the usefulness of the information.

REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018

1. SIGNIFICANT ACCOUNTING POLICIES (continued) -

- **Fund Financial Statements:** Fund-based financial statement columns are provided for governmental funds. GASB Statement No. 34 sets forth minimum criteria (percentage of assets and deferred outflows of resources, liabilities and deferred inflows of resources, revenues or expenditures of either fund category) for the determination of major funds.

Governmental Fund Types - The accounts of the District are organized and operated on the basis of funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a self-balancing set of accounts that comprise its assets and deferred outflows of resources, liabilities and deferred inflows of resources, fund balances, revenues and expenditures. The various funds are grouped by category and type in the financial statements. The District maintains the following fund types:

- **General Fund** - The General Fund accounts for financial resources in use for general types of operations which are not encompassed within other funds. This fund is established to account for resources devoted to financing the general services that the District provides for its residents. Tax revenues and other sources of revenue used to finance the fundamental operations of the District are included in this fund.
- **Debt Service Fund** - The Debt Service Fund is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs.
- **Capital Projects Fund** - The Capital Projects Fund is used to account for financial resources to be used for the acquisition or construction of major capital facilities.

Non-Current Governmental Assets and Liabilities - GASB Statement No. 34 eliminates the presentation of account groups, but provides for these records to be maintained and incorporates the information into the government-wide financial statement column in the Statement of Net Position.

Basis of Accounting

- **Governmental Funds**
 - **Government-Wide Statements** - The government-wide financial statement column is reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018**

1. SIGNIFICANT ACCOUNTING POLICIES (continued) -

• **Governmental Funds (continued) -**

- *Fund Financial Statements* - The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All governmental fund types are accounted for using a current financial resources measurement focus. With this measurement focus, only current assets and deferred outflows of resources and current liabilities and deferred inflows of resources generally are included on the balance sheet. Operating statements of these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in the fund balances. Governmental funds are accounted for on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual (i.e., both measurable and available).

“Measurable” means that the amount of the transaction can be determined and “available” means the amount of the transaction is collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period.

Expenditures, if measurable, are generally recognized on the accrual basis of accounting when the related fund liability is incurred. Exceptions to this general rule include the unmatured principal and interest on general obligation long-term debt which is recognized when due. This exception is in conformity with GAAP.

Property tax revenues are recognized when they become available. In this case, available means when due, or past due and receivable within the current period and collected within the current period or soon enough thereafter to be used to pay liabilities of the current period. Such time thereafter shall not exceed 60 days. Tax collections expected to be received subsequent to the 60-day availability period are reported as deferred inflows of resources. The District has made no such accrual for the year ended September 30, 2018. All other revenues of the District are recorded on the accrual basis in all funds.

The District reports deferred inflows of resources on its balance sheet. Deferred inflows arise when a potential revenue does not meet both the “measurable” and “available” criteria for recognition in the current period. In subsequent periods, when revenue recognition criteria are met, the balance for deferred inflows is removed from the balance sheet and revenue is recognized.

Budgets and Budgetary Accounting - A budget was adopted on August 15, 2017, for the General Fund on a basis consistent with GAAP. The District’s Board utilizes the budget as a management tool for planning and cost control purposes. All annual appropriations lapse at fiscal year-end. The budget was not amended during the fiscal year.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
 NOTES TO THE BASIC FINANCIAL STATEMENTS
 YEAR ENDED SEPTEMBER 30, 2018**

1. SIGNIFICANT ACCOUNTING POLICIES (continued) -

Accounting Estimates - The preparation of financial statements, in conformity with GAAP, requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents - Cash and cash equivalents includes cash on deposit as well as investments with maturities of three months or less. The investments, consisting of obligations in the State Treasurer’s investment pool, are recorded at amortized cost.

Accounts Receivable - The District provides for uncollectible accounts receivable using the allowance method of accounting for bad debts. Under this method of accounting, a provision for uncollectible accounts is charged to earnings. The allowance account is increased or decreased based on past collection history and management’s evaluation of accounts receivable. All amounts considered uncollectible are charged against the allowance account, and recoveries of previously charged off accounts are added to the allowance. The District believes all accounts were collectible at September 30, 2018.

Prepaid Expenditures - Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid expenditures in both the government-wide and fund financial statements. Prepaid expenditures shall be charged to expenditures when consumed.

Interfund Transactions - Transfers from one fund to another fund are reported as interfund receivables and payables if there is intent to repay that amount and if the debtor fund has the ability to repay the advance on a timely basis. Operating transfers represent legally authorized transfers from the fund receiving resources to the fund through which the resources are to be expended.

Capital Assets - Capital assets are reported in the government-wide column in the Statement of Net Position. Public domain (“infrastructure”) capital assets, including water, wastewater and drainage facilities, are capitalized. Items purchased or acquired are reported at historical cost or estimated historical cost. Contributed fixed assets are recorded as capital assets at their estimated acquisition value at the time received.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Asset	Years
Water, wastewater, and drainage facilities	50

REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018

1. SIGNIFICANT ACCOUNTING POLICIES (continued) -

Long-Term Debt - In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the government-wide Statement of Net Position. Bond premiums and original issue discounts are deferred over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses.

Bond issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures in both the government-wide and the fund financial statements in accordance with GASB Statement No. 65.

Ad Valorem Property Taxes - Property taxes, penalties, and interest are reported as revenue in the fiscal year in which they become available to finance expenditures of the District. Allowances for uncollectible property taxes within the General Fund and Debt Service Fund are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature.

Fund Equity - The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. See Note 10 for additional information on those fund balance classifications.

Deferred Outflows and Deferred Inflows of Resources - The District complies with GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, which provides guidance for reporting the financial statement elements of deferred outflows of resources, which represent the consumption of the District's net position that is applicable to a future reporting period, and deferred inflows of resources, which represent the District's acquisition of net position applicable to a future reporting period.

The District complies with GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, which establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018

1. SIGNIFICANT ACCOUNTING POLICIES (continued) -

Fair Value Measurements - The District complies with GASB Statement No. 72, *Fair Value Measurement and Application*, which defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction. Fair value accounting requires characterization of the inputs used to measure fair value into a three-level fair value hierarchy as follows:

- Level 1 inputs are based on unadjusted quoted market prices for identical assets or liabilities in an active market the entity has the ability to access.
- Level 2 inputs are observable inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from sources independent from the entity.
- Level 3 are unobservable inputs that reflect the entity's own assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available.

There are three general valuation techniques that may be used to measure fair value:

- Market approach - uses prices generated by market transactions involving identical or comparable assets or liabilities
- Cost approach - uses the amount that currently would be required to replace the service capacity of an asset (replacement cost)
- Income approach - uses valuation techniques to convert future amounts to present amounts based on current market expectations

Recently Issued Accounting Pronouncements - In June 2017, the GASB issued GASB Statement No. 87, *Leases*, effective for fiscal years beginning after December 15, 2019. The objective of GASB Statement No. 87 is to improve accounting and financial reporting for leases by governments by requiring recognition of certain lease assets and liabilities that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. GASB Statement No. 87 establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under GASB Statement No. 87, a lessee is required to recognize a lease liability and an intangible right-to-use asset, and a lessor is required to recognize a lease receivable and deferred inflow of resources. Management is evaluating the effects that the full implementation of GASB Statement No. 87 will have on its financial statements for the year ended September 30, 2021.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018**

2. RECONCILIATION OF THE GOVERNMENTAL FUNDS

Adjustments to convert the Governmental Funds Balance Sheet to the Statement of Net Position are as follows:

Fund balances - total governmental funds		\$ 2,139,323
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds:		
Capital assets	\$ 10,166,754	
Less: Accumulated depreciation	<u>(346,971)</u>	9,819,783
Prepaid costs		97,778
Revenue is recognized when earned in the government-wide statements, regardless of availability. The governmental fund reports deferred inflows of resources for revenues earned but not available.		4,836
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds:		
Bonds payable, net of unamortized premiums and discounts	(12,755,757)	
Developer advances	(79,207)	
Accrued interest	<u>(54,964)</u>	<u>(12,889,928)</u>
Total net position		<u>\$ (828,208)</u>

Adjustments to convert the Governmental Funds Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities are as follows:

Change in fund balances - total governmental funds		\$ 910,424
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report:		
Capital expenditures in the period purchased	\$ 4,160,505	
Interest expenditures in year paid	(23,053)	
Bond principal in year paid	170,000	
Tax revenue in year collected	(5,001)	
Prior years operating advances	478,199	
Bond issuance costs	101,500	
Bond proceeds in year received, net	<u>(5,756,340)</u>	(874,190)
Governmental funds do not report:		
Depreciation		(196,400)
Amortization		<u>(3,722)</u>
Change in net position		<u>\$ (163,888)</u>

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018**

3. CASH AND CASH EQUIVALENTS

The investment policies of the District are governed by Section 2256 of the Texas Government Code (the "Public Funds Investment Act") and an adopted District investment policy that includes depository contract provisions and custodial contract provisions. Major provisions of the District's investment policy, which complies with the Public Funds Investment Act, include: depositories must be Federal Deposit Insurance Corporation ("FDIC") insured Texas banking institutions; depositories must fully insure or collateralize all demand and time deposits; and securities collateralizing time deposits must be held by independent third party trustees.

Cash - At September 30, 2018, the carrying amount of the District's deposits was \$355,694 and the bank balance was \$407,038. The bank balance was covered by FDIC insurance and other pledged collateral.

Cash Equivalents -

Interest Rate Risk - In accordance with its investment policy, the District manages its exposure to declines in fair values through investment diversification and limiting investments as follows:

- Money market mutual funds are required to have weighted average maturities of 90 days or fewer; and
- Other mutual fund investments are required to have weighted average maturities of less than two years.

Credit Risk - The District's investment policy requires the application of the prudent-person rule: Investments are made as a prudent person would be expected to act, with discretion and intelligence, and considering the probable safety of their capital as well as the probable income to be derived. The District's investment policy requires that District funds be invested in:

- Obligations of the United States Government and/or its agencies and instrumentalities; or
- Money market mutual funds with investment objectives of maintaining a stable net asset value of \$1 per share; or
- Mutual funds rated in one of the three highest categories by a nationally recognized rating agency; or
- Securities issued by a State or local government or any instrumentality or agency thereof, in the United States, and rated in one of the three highest categories by a nationally recognized rating agency; or
- Public funds investment pools rated AAA or AAAM by a nationally recognized rating agency.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018**

3. CASH AND CASH EQUIVALENTS (continued) -

At September 30, 2018, the District held the following cash equivalents:

Investment	Fair Value at 9/30/2018	Weighted Average Maturity (Days)	Investment Rating	
			Rating	Rating Agency
TexPool	\$ 1,965,364	1	AAAm	Standard & Poors
	<u>\$ 1,965,364</u>			

The Comptroller of Public Accounts is the sole officer and director of the Texas Treasury Safekeeping Trust Company, which is authorized to operate the Texas Local Government Investment Pool (“TexPool”). Although TexPool is not registered with the SEC as an investment company, they operate in a manner consistent with the SEC’s Rule 2a-7 of the Investment Company Act of 1940. These investments are stated at amortized cost in accordance with GASB Statement No. 31. TexPool also has an advisory board to advise on TexPool’s investment policy. This board is made up equally of participants and nonparticipants who do not have a business relationship with TexPool. Federated Investors is the investment manager for the pool and manages daily operations of TexPool under a contract with the Comptroller. TexPool’s investment policy stipulates that it must invest in accordance with the Public Funds Investment Act.

In accordance with GASB Statement No. 79, the external local government investment pool does not have any limitations and restrictions on withdrawals such as notice periods or maximum transaction amounts. This pool does not impose any liquidity fees or redemption gates.

Concentration of Credit Risk - In accordance with the District’s investment policy, investments in individual securities are to be limited to ensure that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio. As of September 30, 2018, the District did not own any investments in individual securities.

Custodial Credit Risk - Custodial credit risk is the risk that in the event of a bank failure, the District’s deposits may not be returned to it. The government’s investment policy requires that the District’s deposits be fully insured by FDIC insurance or collateralized with obligations of the United States or its agencies and instrumentalities. As of September 30, 2018, the District’s bank deposits were fully covered by FDIC insurance and other pledged collateral.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018**

4. PROPERTY TAXES

Property taxes attach as an enforceable lien on January 1. Taxes are levied on or about October 1, are due on November 1, and are past due the following February 1. The Hays County Appraisal District established appraisal values in accordance with requirements of the Texas Legislature. The District levies taxes based upon the appraised values. The Hays County Tax Assessor Collector bills and collects the District's property taxes. The Board set current tax rates on September 19, 2017.

The property tax rates, established in accordance with state law, were based on 100% of the net assessed valuation of real property within the District on the 2017 tax roll. The tax rate, based on total taxable assessed valuation of \$100,215,066, was \$0.875 on each \$100 valuation and was allocated \$0.325 to the General Fund and \$0.550 to the Debt Service Fund. The maximum allowable maintenance tax of \$1.00 was established by the voters on November 7, 2006.

Property taxes receivable at September 30, 2018 consisted of the following:

	General Fund	Debt Service Fund	Total
Current year levy	\$ 1,796	\$ 3,040	\$ 4,836
Prior years' levies	-	-	-
	\$ 1,796	\$ 3,040	\$ 4,836

The District is prohibited from writing off real property taxes without specific authority from the Texas Legislature.

5. INTERFUND ACCOUNTS

A summary of interfund accounts, which resulted from the time lag between dates that payments are made between funds, is as follows at September 30, 2018:

	Interfund	
	Receivable	Payable
General Fund :		
Capital Projects Fund	\$ 55,248	\$ -
Debt Service Fund	10,733	
Debt Service Fund -		
General Fund	-	10,733
Capital Projects Fund -		
General Fund	-	55,248
	\$ 65,981	\$ 65,981

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018**

6. CHANGES IN CAPITAL ASSETS

A summary of changes in capital assets follows:

	Balance 9/30/2017	Additions	Deletions	Balance 9/30/2018
Capital assets being depreciated - Water/Wastewater/Drainage Facilities	\$ 6,006,249	\$ 4,160,505	\$ -	\$ 10,166,754
Total capital assets being depreciated	6,006,249	4,160,505	-	10,166,754
Less accumulated depreciation for - Water/Wastewater/Drainage Facilities	(150,571)	(196,400)	-	(346,971)
Total accumulated depreciation	(150,571)	(196,400)	-	(346,971)
Total capital assets, net	\$ 5,855,678	\$ 3,964,105	\$ -	\$ 9,819,783

7. LONG-TERM DEBT

The following is a summary of bond transactions of the District for the year ended September 30, 2018:

	Unlimited Tax Bonds
Bonds payable at September 30, 2017	\$ 7,200,000
Bonds issued	5,750,000
Bonds retired	(170,000)
Less: Bond premiums and discounts, net of accumulated amortization	(24,243)
Bonds payable at September 30, 2018	\$ 12,755,757

Bonds payable at September 30, 2018 were comprised of the following individual issues:

Unlimited Tax Bonds:

\$3,420,000 - 2015 Unlimited Tax Bonds payable serially through the year 2040 at interest rates which range from 1.75 % to 4.00%.

\$3,610,000 - 2016 Unlimited Tax Bonds payable serially through the year 2041 at interest rates which range from 3.00% to 4.25%.

\$5,750,000 - 2017 Unlimited Tax Bonds payable serially through the year 2042 at interest rates which range from 2.00% to 3.50%.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018**

7. LONG-TERM DEBT (continued) -

On October 17, 2017, the District issued \$5,750,000 of Unlimited Tax Bonds, Series 2017, with interest rates ranging from 2.00% to 3.50%. The net proceeds of \$5,381,074 (after payment of underwriter fees and other bond related costs) were deposited with the District's investment accounts to finance water, wastewater and drainage improvements and wastewater treatment plant improvements, and to pay for accrued bond interest and subsequent bond issuance costs.

The annual requirements to amortize all bonded debt at September 30, 2018, including interest, are as follows:

Year Ended September 30,	Annual Requirements for All Series		
	Principal	Interest	Total
2019	\$ 320,000	\$ 439,710	\$ 759,710
2020	330,000	432,360	762,360
2021	345,000	424,584	769,584
2022	360,000	416,210	776,210
2023	380,000	407,210	787,210
2024-2028	2,195,000	1,857,660	4,052,660
2029-2033	2,775,000	1,456,995	4,231,995
2034-2038	3,475,000	901,745	4,376,745
2039-2042	2,600,000	217,136	2,817,136
	\$ 12,780,000	\$ 6,553,610	\$ 19,333,610

The total amount of bonds approved by the voters of the District, but not issued as of September 30, 2018, are as follows:

Type	Amount
Unlimited Tax Bonds	\$ 17,050,000
Refunding Bonds	\$ 45,000,000

At September 30, 2018, \$700,545 is available in the Debt Service Fund to service the bonded debt.

REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018

8. COMMITMENTS AND CONTINGENCIES

The developers of the land within the District have incurred costs for construction of facilities, as well as costs pertaining to the creation and operation of the District. Claims for reimbursement of construction costs and operational advances will be evaluated upon receipt of adequate supporting documentation and proof of contractual obligation. Such costs may be reimbursable to the developer by the District from proceeds of future District bond issues, subject to approval by the Commission, or from operations. On November 6, 2012, a bond election held within the District approved authorization to issue \$30,000,000 of bonds to fund costs for water, wastewater and drainage system facilities. As of September 30, 2018, the District has issued \$12,950,000 of unlimited tax bonds to reimburse the developer for District construction and creation costs. At September 30, 2018, the District has \$79,207 outstanding in developer advances which were used to fund operating activities of the District.

9. RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained coverage from commercial insurance companies to effectively manage its risk. All risk management activities are accounted for in the General Fund. Expenditures and claims are recognized when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. In determining claims, events that might create claims, but for which none have been reported, are considered.

10. FUND BALANCES

The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Those fund balance classifications are described below.

- Nonspendable - Amounts that cannot be spent because they are either not in a spendable form or are legally or contractually required to be maintained intact.
- Restricted - Amounts that can be spent only for specific purposes because of constraints imposed by external providers, or imposed by constitutional provisions or enabling legislation.
- Committed - Amounts that can only be used for specific purposes pursuant to approval by formal action by the Board. The District had no such amounts.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018**

10. FUND BALANCES (continued) -

- Assigned - For the General Fund, amounts that are appropriated by the Board that are to be used for specific purposes. For all other governmental funds, any remaining positive amounts not previously classified as nonspendable, restricted or committed. The District had no such amounts.
- Unassigned - Amounts that are available for any purpose; these amounts can be reported only in the District's General Fund.

The detail of the fund balances is included in the Governmental Funds Balance Sheet on page FS-1.

Fund balance of the District may be committed for a specific purpose by formal action of the Board, the District's highest level of decision-making authority. Commitments may be established, modified, or rescinded only through a resolution approved by the Board. The Board may also assign fund balance for a specific purpose.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

11. SUBSEQUENT EVENTS

On December 20, 2018, the District issued \$5,000,000 of Unlimited Tax Bonds, Series 2018, with interest rates ranging from 2.700% to 4.125% and principal maturities through August 2043. Proceeds from the bonds will be used to finance construction and other District development costs.

APPENDIX B

FORM OF BOND COUNSEL'S OPINION

[An opinion in substantially the following form will be delivered by McCall, Parkhurst & Horton L.L.P., Bond Counsel, upon the delivery of the Bonds, assuming no material changes in facts or law.]

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
UNLIMITED TAX BONDS, SERIES 2019
IN THE AGGREGATE PRINCIPAL AMOUNT OF \$5,000,000**

AS BOND COUNSEL FOR REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT (the "District") of the bonds described above (the "Bonds"), we have examined into the legality and validity of the Bonds, which bear interest from the dates specified in the text of the Bonds, until maturity or redemption, at the rates and payable on the dates specified in the text of the Bonds all in accordance with the order of the Board of Directors of the District adopted on _____, 2019, authorizing the issuance of the Bonds (the "Order").

WE HAVE EXAMINED the Constitution and laws of the State of Texas, certified copies of the proceedings of the District, and other documents authorizing and relating to the issuance of said Bonds, including one of the executed Bonds (Bond Numbered T-1) and specimens of Bonds to be authenticated and delivered in exchange for the Bonds.

BASED ON SAID EXAMINATION, IT IS OUR OPINION that said Bonds have been duly authorized, issued and delivered in accordance with law; and that said Bonds, except as the enforceability thereof may be limited by laws relating to governmental immunity, bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws now or hereafter enacted related to creditors' rights generally or by general principles of equity which permit the exercise of judicial discretion, constitute valid and legally binding obligations of the District, payable from ad valorem taxes without legal limit as to rate or amount to be levied and collected by the District upon taxable property within the District, which taxes the District has covenanted to levy in an amount sufficient (together with revenues and receipts from other sources which are legally available for such purposes) to pay the interest on and the principal of the Bonds. Such covenant to levy taxes is subject to the right of a city, under existing Texas law, to annex all of the territory within the District; to take over all properties and assets of the District; to assume all debts, liabilities, and obligations of the District, including the Bonds; and to abolish the District.

THE DISTRICT reserves the right to issue additional bonds which will be payable from taxes; bonds, notes, and other obligations payable from revenues; and bonds payable from contracts with other persons, including private corporations, municipalities, and political subdivisions.



IT IS FURTHER OUR OPINION, except as discussed below, that the interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes under the statutes, regulations, published rulings and court decisions existing on the date of this opinion. We are further of the opinion that the Bonds are not "specified private activity bonds" and that, accordingly, interest on the Bonds will not be included as an individual alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). In expressing the aforementioned opinions, we have relied on certain representations, the accuracy of which we have not independently verified, and assume compliance by the District with certain covenants, regarding the use and investment of the proceeds of the Bonds and the use of the property financed therewith. We call your attention to the fact that if such representations are determined to be inaccurate or upon a failure by the District to comply with such covenants, interest on the Bonds may become includable in gross income retroactively to the date of issuance of the Bonds.

OUR OPINIONS ARE BASED on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service (the "Service"); rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the District as the taxpayer. We observe that the District has covenanted not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Bonds as includable in gross income for federal income tax purposes.

EXCEPT AS STATED ABOVE, we express no opinion as to any other federal, state, or local tax consequences of acquiring, carrying, owning, or disposing of the Bonds, including the amount, accrual, or receipt of interest on, the Bonds. In particular, but not by way of limitation, we express no opinion with respect to the federal, state or local tax consequences arising from the enactment of any pending or future legislation. Owners of the Bonds should consult their tax advisors regarding the applicability of any collateral tax consequences of owning the Bonds.

WE EXPRESS NO OPINION as to any insurance policies issued with respect to the payments due for the principal of and interest on the Bonds, nor as to any such insurance policies issued in the future.

OUR SOLE ENGAGEMENT in connection with the issuance of the Bonds is as Bond Counsel for the District, and, in that capacity, we have been engaged by the District for the sole



purpose of rendering an opinion with respect to the legality and validity of the Bonds under the Constitution and laws of the State of Texas, and with respect to the exclusion from gross income of the interest on the Bonds for federal income tax purposes, and for no other reason or purpose. The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result. We have not been requested to investigate or verify, and have not independently investigated or verified any records, data, or other material relating to the financial condition or capabilities of the District, or the disclosure thereof in connection with the sale of the Bonds, and have not assumed any responsibility with respect thereto. We express no opinion and make no comment with respect to the marketability of the Bonds and have relied solely on certificates executed by officials of the District as to the current outstanding indebtedness of and the assessed valuation of taxable property within the District. Our role in connection with the District's Official Statement prepared for use in connection with the sale of the Bonds has been limited as described therein.

THE FOREGOING OPINIONS represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result.

Respectfully,

OFFICIAL STATEMENT
Dated November 19, 2019

IN THE OPINION OF BOND COUNSEL, INTEREST ON THE BONDS WILL BE EXCLUDABLE FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES UNDER STATUTES, REGULATIONS, PUBLISHED RULINGS AND COURT DECISIONS EXISTING ON THE DATE THEREOF, SUBJECT TO THE MATTERS DESCRIBED UNDER “TAX MATTERS” HEREIN.

Ratings:
S&P: “AA” (Stable Outlook)/Insured
Moody’s: “A2” (Stable Outlook)/Insured
Moody’s: “Baa3”/Uninsured
Insurance: AGM
(See: “MUNICIPAL BOND RATING AND INSURANCE”)

NEW ISSUE – BOOK-ENTRY-ONLY

THE DISTRICT HAS DESIGNATED THE BONDS AS “QUALIFIED TAX-EXEMPT OBLIGATIONS” FOR FINANCIAL INSTITUTIONS. SEE “TAX MATTERS.”

\$5,000,000
REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
(A Political Subdivision of the State of Texas Located in Hays County, Texas)
UNLIMITED TAX BONDS, SERIES 2019

Dated: December 19, 2019

Due: August 15, as shown on the inside cover page

Interest to accrue from the date of Initial Delivery (as defined below)

The bonds described above (the “Bonds”) are obligations solely of Reunion Ranch Water Control and Improvement District (the “District”) and are not obligations of the State of Texas (“State”), Hays County (the “County”), the City of Dripping Springs (the “City”), Dripping Springs Independent School District or any entity other than the District.

The Bonds, when issued, will constitute valid and legally binding obligations of the District and will be payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property within the District. THE BONDS ARE SUBJECT TO SPECIAL RISK FACTORS DESCRIBED HEREIN. See “RISK FACTORS.”

PAYMENT TERMS . . . Principal of the Bonds is payable at maturity or earlier redemption at the principal payment office of the paying agent/registrar, initially BOKF, NA, Dallas, Texas, (the “Paying Agent” or the “Paying Agent/Registrar”) upon surrender of the Bonds for payment. Interest on the Bonds will accrue from the date of Initial Delivery and will be payable each February 15 and August 15, commencing August 15, 2020, until maturity or prior redemption. Interest on the Bonds will be payable on the basis of a 360-day year consisting of twelve 30-day months. The Bonds will be issued only in fully registered form in denominations of \$5,000 each or integral multiples thereof. The Bonds are subject to redemption prior to their maturity as provided on the inside cover page.

The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Bonds. Beneficial owners of the Bonds will not receive physical certificates representing the Bonds, but will receive a credit balance on the books of the nominees of such beneficial owners. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the Paying Agent/Registrar directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Bonds. See “THE BONDS – Book-Entry-Only System.”

PURPOSE . . . Proceeds of the Bonds will be used to finance the District’s share of the following projects: (i) water, wastewater and drainage facilities to serve single-family and common area development in Reunion Ranch Phase 2, Section 5 and Phase 3, Section 1; (ii) impact fees; and (iii) engineering and inspection costs. The remaining Bond proceeds will be used to: (i) capitalize approximately six months’ interest requirements on the Bonds; (ii) pay developer interest; and (iii) pay certain engineering costs and costs associated with the issuance of the Bonds.



The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Bonds by Assured Guaranty Municipal Corp. See “BOND INSURANCE” and “BOND INSURANCE RISKS.”

CUSIP PREFIX: 76131M
MATURITY SCHEDULE
SEE INSIDE COVER PAGE

LEGALITY . . . The Bonds are offered by the Initial Purchaser subject to prior sale, when, as and if issued by the District and accepted by the Initial Purchaser, subject, among other things, to the approval of the Initial Bond by the Attorney General of Texas and the approval of certain legal matters by McCall, Parkhurst & Horton L.L.P., Austin, Texas, Bond Counsel.

DELIVERY . . . Delivery of the Bonds is expected through the facilities of DTC on December 19, 2019 (“Initial Delivery”).

MATURITY SCHEDULE

8/15 Maturity	Principal Amount	Interest Rate	Initial Yield ^(a)	CUSIP Numbers ^(b)
2020	\$ 185,000	2.000%	1.500%	76131MDY6
2021	130,000	2.000%	1.550%	76131MDZ3
2022	135,000	2.000%	1.600%	76131MEA7
2023	140,000	2.000%	1.700%	76131MEB5
2024	145,000	2.000%	1.800%	76131MEC3
2025	150,000	2.000%	1.900% ^(c)	76131MED1
2026	155,000	2.000%	2.000%	76131MEE9
2027	160,000	2.000%	2.100%	76131MEF6
2028	165,000	2.250%	2.250%	76131MEG4
2029	175,000	2.250%	2.350%	76131MEH2

\$365,000 2.500% Term Bonds due August 15, 2031 Priced to Yield 2.550%^(a) – 76131MEK5^(b)
\$390,000 2.625% Term Bonds due August 15, 2033 Priced to Yield 2.650%^(a) – 76131MEM1^(b)
\$420,000 2.750% Term Bonds due August 15, 2035 Priced to Yield 2.750%^(a) – 76131MEP4^(b)
\$450,000 3.000% Term Bonds due August 15, 2037 Priced to Yield 2.7000%^{(a)(c)} – 76131MER0^(b)
\$480,000 3.000% Term Bonds due August 15, 2039 Priced to Yield 2.800%^{(a)(c)} – 76131MET6^(b)
\$1,355,000 3.000% Term Bonds due August 15, 2044 Priced to Yield 3.000%^(a) – 76131MEY5^(b)

(Interest to accrue from the date of Initial Delivery)

- (a) Initial yield represents the initial offering yield to the public, which has been established by the Initial Purchaser for offers to the public and which subsequently may be changed.
- (b) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the Initial Purchaser, the District, nor the Financial Advisor is responsible for the selection or correctness of the CUSIP numbers set forth herein.
- (c) Yield calculated based on the assumption that the Bonds denoted and sold at a premium will be redeemed on August 15, 2024, the first optional call date for such Bonds, at a redemption price of par, plus accrued interest to the redemption date.

REDEMPTION PROVISIONS . . . The District reserves the right to redeem, prior to maturity, in integral multiples of \$5,000, those Bonds maturing on and after August 15, 2025 in whole or from time to time in part, on August 15, 2024, or on any date thereafter at a price of par plus accrued interest from the most recent interest payment date to the date fixed for redemption. See “THE BONDS – Redemption.” Additionally, Term Bonds maturing on August 15 in the years 2031, 2033, 2035, 2037, 2039 and 2044 are subject to mandatory sinking fund redemption. See “THE BONDS – Mandatory Sinking Fund Redemption.”

Assured Guaranty Municipal Corp. (“AGM”) makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, AGM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding AGM supplied by AGM and presented under the heading “BOND INSURANCE” and “APPENDIX C – Specimen Municipal Bond Insurance Policy.”

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The Official Statement, when further supplemented by adding information specifying the interest rates and certain other information relating to the Bonds, shall constitute a "FINAL OFFICIAL STATEMENT" of the District with respect to the Bonds, as that term is defined in the Rule.

This Official Statement, which includes the cover page and the Appendices hereto, does not constitute an offer to sell or the solicitation of an offer to buy in any jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale. No dealer, broker, salesman or other person has been authorized by the District to give any information, or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon. This Official Statement does not constitute an offer to sell Bonds in any jurisdiction to any person to whom it is unlawful to make such an offer in such jurisdiction.

The information set forth herein has been obtained from the District and other sources believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the Financial Advisor. This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized.

The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or other matters described.

THE BONDS ARE EXEMPT FROM REGISTRATION WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION AND, CONSEQUENTLY, HAVE NOT BEEN REGISTERED THEREWITH. THE REGISTRATION, QUALIFICATION, OR EXEMPTION OF THE BONDS IN ACCORDANCE WITH APPLICABLE SECURITIES LAW PROVISIONS OF THE JURISDICTION IN WHICH THE BONDS HAVE BEEN REGISTERED, OR EXEMPTED, SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF.

NEITHER THE DISTRICT NOR THE FINANCIAL ADVISOR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT REGARDING THE DEPOSITORY TRUST COMPANY OR ITS BOOK-ENTRY-ONLY SYSTEM.

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The cover and inside cover page hereof, this page, the appendices included herein and any addenda, supplement or amendment hereto, are part of the Official Statement.

SALE AND DISTRIBUTION OF THE BONDS

AWARD OF THE BONDS . . . After requesting competitive bids for the Bonds, the District accepted the bid resulting in the lowest net effective interest rate, which bid was tendered by Robert W. Baird & Co., Inc. (the "Initial Purchaser") bearing the interest rates shown on the inside cover page hereof, at a price of approximately 97.773% of the par value thereof which resulted in a net effective interest rate of 2.975520% as calculated pursuant to Chapter 1204 of the Texas Government Code, as amended (the "IBA" method).

PRICES AND MARKETABILITY . . . The delivery of the Bonds is conditioned upon the receipt by the District of a certificate executed and delivered by the Initial Purchaser on or before the date of delivery of the Bonds stating the prices at which a substantial amount of the Bonds of each maturity has been sold to the public. For this purpose, the term "public" shall not include any person who is a bond house, broker or similar person acting in the capacity of underwriter or wholesaler. Otherwise, the District has no understanding with the Initial Purchaser regarding the reoffering yields or prices of the Bonds. Information concerning reoffering yields or prices is the responsibility of the Initial Purchaser.

The prices and other terms with respect to the offering and sale of the Bonds may be changed from time-to-time by the Initial Purchaser after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Bonds into investment accounts. In connection with the offering of the Bonds, the Initial Purchaser may over-allot or effect transactions which stabilize or maintain the market prices of the Bonds at levels above those which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The District has no control over trading of the Bonds in the secondary market. Moreover, there is no guarantee that a secondary market will be made in the Bonds. In such a secondary market, the difference between the bid and asked price of utility district bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional municipal entities, as bonds of such entities are more generally bought, sold or traded in the secondary market.

SECURITIES LAWS . . . No registration statement relating to the offer and sale of the Bonds has been filed with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein and the Bonds have not been registered or qualified under the securities laws of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any other jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdiction.

MUNICIPAL BOND RATING AND INSURANCE

The Bonds are expected to be rated "AA" by S&P Global Ratings ("S&P") and "A2" by Moody's Investors Service ("Moody's") by virtue of a municipal bond insurance policy to be issued by Assured Guaranty Municipal Corp. ("AGM") at the time of delivery of the Bonds. The Bonds have an underlying rating of "Baa3" by Moody's without regard to credit enhancement. See "BOND INSURANCE" and "BOND INSURANCE RISKS."

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OFFICIAL STATEMENT SUMMARY

The following material is qualified in its entirety by the more detailed information and financial statements appearing elsewhere in this Official Statement. The offering of the Bonds to potential investors is made only by means of this entire Official Statement. No person is authorized to detach this summary from this Official Statement or to otherwise use it without the entire Official Statement.

THE DISTRICT

THE ISSUER	Reunion Ranch Water Control and Improvement District (the "District"), a political subdivision of the State of Texas, was created by order of the Texas Commission on Environmental Quality (the "TCEQ" or the "Commission"), effective August 15, 2005 and confirmed pursuant to an election held within the District on November 7, 2006. The District was created for the purpose of providing, operating, and maintaining facilities to control storm water, distribute potable water, collect and treat wastewater and operates pursuant to Chapters 49 and 51 of the Texas Water Code, as amended, and Article XVI, Section 59 of the Texas Constitution, as amended. See "THE DISTRICT – General."
LOCATION	<p>The District is located in Hays County approximately 14 miles west of IH-35 and lies wholly inside of the extraterritorial jurisdiction of the City of Dripping Springs, Texas and within the Boundaries of the Dripping Springs Independent School District. The District is located approximately six miles south of State Highway 290, off Ranch-to-Market Road 1826.</p> <p>The District is currently comprised of approximately 524 acres being developed as Reunion Ranch, a single-family residential community. See "THE DISTRICT – Location" and "LOCATION MAP."</p>
THE DEVELOPER	The developer currently active within the District is Taylor Morrison of Texas, Inc. ("Taylor Morrison" or the "Developer"), a Texas corporation. See "THE DEVELOPER – Description of Developer" and "THE DISTRICT – Current Status of Development." See "DESCRIPTION OF OTHER LANDOWNERS."
DEVELOPMENT WITHIN THE DISTRICT	<p>Of the approximately 524 acres within the District, approximately 225 acres have been developed with utility facilities as a single family residential subdivision including an approximately 2 acre amenity center. As of September 1, 2019, the following sections have been developed with utility facilities: Phase 1; Phase 2, Sections 1, 2, 3, 4 and 5; Phase 3, Sections 1, 2, 3 and 5. As of September 1, 2019, the development in the District consisted of 344 completed homes (of which 336 were occupied and 8 were unoccupied), 54 homes under construction and 102 vacant developed lots.</p> <p>To date, the Developer has advanced funds in the approximate amount of \$17,617,000 to construct water, wastewater and drainage facilities to serve the property within the District. Following the issuance of the Bonds, the District will still owe the Developer approximately \$4,385,000 for additional water, wastewater and drainage facilities which have been constructed to date. See "THE DISTRICT – Current Status of Development."</p>
HOMEBUILDERS	Taylor Morrison of Texas, Inc. is the only current homebuilder in the District. The homes range in price from approximately \$400,000 to \$590,000, with square footage ranging from approximately 2,500 to 4,500. See "THE DEVELOPER – Homebuilders within the District."

THE BONDS

DESCRIPTION	The Bonds in the aggregate principal amount of \$5,000,000 and mature as serial Bonds in varying amounts on August 15 of each year from 2020 through and including 2029 and as Term Bonds maturing on August 15 in the years 2031, 2033, 2035, 2037, 2039 and 2044 in the principal amounts set forth on the inside cover page hereof. Interest accrues from the date of Initial Delivery and is payable August 15, 2020 and each February 15 and August 15 thereafter until maturity or earlier redemption. The Bonds are offered in fully registered form
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in integral multiples of \$5,000 for any one maturity. See “THE BONDS – General Description.”

REDEMPTION	The District reserves the right to redeem, prior to maturity, in integral multiples of \$5,000, those Bonds maturing on and after August 15, 2025 in whole or from time to time in part, on August 15, 2024, or on any date thereafter at a price of par plus accrued interest from the most recent interest payment date to the date fixed for redemption. See “THE BONDS – Redemption.” Additionally, Term Bonds maturing on August 15 in the years 2031, 2033, 2035, 2037, 2039 and 2044 are subject to mandatory sinking fund redemption. See “THE BONDS – Mandatory Sinking Fund Redemption.”
SOURCE OF PAYMENT	Principal of and interest on the Bonds are payable from the proceeds of a continuing direct annual ad valorem tax levied upon all taxable property within the District, which under Texas law is not legally limited as to rate or amount. See “TAXING PROCEDURES.” The Bonds are obligations solely of the District and are not obligations of the City of Dripping Springs; Dripping Springs Independent School District; Hays County, Texas; the State of Texas; or any entity other than the District. See “THE BONDS – Source of and Security for Payment.”
PAYMENT RECORD	The Bonds constitute the fifth installment of bonds issued by the District for construction of the water, sanitary sewer and drainage system (the “System”). See “FINANCIAL STATEMENT – Unlimited Tax Bonds Authorized but Unissued.”
AUTHORITY FOR ISSUANCE	The Bonds are issued pursuant to Article XVI, Section 59 of the Texas Constitution and the general laws of the State of Texas including Chapters 49 and 51 of the Texas Water Code, as amended, a bond election held within the District on November 6, 2012, the approving order of the TCEQ and an order (the “Bond Order”) adopted by the Board of Directors of the District on the date of the sale of the Bonds. See “THE BONDS – Authority for Issuance.”
USE OF PROCEEDS	<p>Proceeds of the Bonds will be used to finance the District’s share of the following projects: (i) water, wastewater and drainage facilities to serve single-family and common area development in Reunion Ranch Phase 2, Section 5 and Phase 3, Section 1; (ii) impact fees; and (iii) engineering and inspection costs. The remaining Bond proceeds will be used to: (i) capitalize approximately six months’ interest requirements on the Bonds; (ii) pay developer interest; and (iii) pay certain engineering costs and costs associated with the issuance of the Bonds.</p> <p>The remaining Bond proceeds will be used to: (i) capitalize approximately six months’ interest requirements on the Bonds; (ii) pay developer interest; and (iii) pay certain engineering costs and costs associated with the issuance of the Bonds. See “USE AND DISTRIBUTION OF BOND PROCEEDS.”</p>
BONDS AUTHORIZED BUT UNISSUED	At an election held within the District on November 6, 2012, the voters within the District approved the issuance of \$30,000,000 in bonds for water, wastewater and drainage facilities. After the sale of the Bonds, the District will have \$7,050,000 remaining in authorized but unissued bonds. Additionally, at the election held in the District on November 6, 2012, the voters within the District also approved the issuance of \$45,000,000 in refunding bonds. The District has not issued any park and recreational facilities bonds or refunding bonds. See “FINANCIAL STATEMENT – Outstanding Bonds” and “THE BONDS – Future Debt.”
MUNICIPAL BOND RATING AND INSURANCE	The Bonds are expected to be rated “AA” by S&P Global Ratings (“S&P”) and “A2” by Moody’s Investors Service (“Moody’s”) by virtue of a municipal bond insurance policy to be issued by Assured Guaranty Municipal Corp. (“AGM”) at the time of delivery of the Bonds. The Bonds have an underlying rating of “Baa3” by Moody’s without regard to credit enhancement. See “BOND INSURANCE” and “BOND INSURANCE RISKS.”
QUALIFIED TAX-EXEMPT OBLIGATIONS	The District has designated the Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended, and have represents that the total amount of tax-exempt obligations (including

the Bonds) issued by it during calendar year 2019 is not reasonably expected to exceed \$10,000,000. See "TAX MATTERS – Qualified Tax-Exempt Obligations for Financial Institutions."

BOND COUNSEL & DISCLOSURE COUNSEL..... McCall, Parkhurst & Horton L.L.P., Austin, Texas
GENERAL COUNSEL..... Willatt & Flickinger, PLLC, Austin, Texas
FINANCIAL ADVISOR Specialized Public Finance Inc., Austin, Texas
ENGINEER Murfee Engineering Company Inc., Austin, Texas

RISK FACTORS

The purchase and ownership of the Bonds involve certain risk factors and all prospective purchasers are urged to examine carefully the Official Statement, including particularly the section captioned "RISK FACTORS," with respect to investment in the Bonds.

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SELECTED FINANCIAL INFORMATION
(Unaudited as of September 11, 2019)

2017 Certified Taxable Assessed Valuation	\$ 97,645,704	(a)
2018 Certified Taxable Assessed Valuation	\$ 134,087,268	(a)
2019 Certified Taxable Assessed Valuation	\$ 169,812,068	(a)
Estimated Taxable Assessed Valuation (as of September 1, 2019).....	\$ 194,698,000	(b)
Gross Direct Debt Outstanding	\$ 22,460,000	(c)
Estimated Overlapping Debt.....	9,803,460	(d)
Gross Direct Debt Outstanding and Estimated Overlapping Debt	\$ 32,263,460	
Ratios of Gross Direct Debt Outstanding to:		
2019 Certified Taxable Assessed Valuation	13.23%	
Estimated Taxable Assessed Value (as of September 1, 2019).....	11.54%	
Ratios of Gross Direct Debt Outstanding and Estimated Overlapping Debt to:		
2019 Certified Taxable Assessed Valuation	19.00%	
Estimated Taxable Assessed Value (as of September 1, 2019).....	16.57%	
2019 Tax Rate:		
Debt Service.....	\$ 0.7250	
Maintenance & Operation.....	0.1500	
Total.....	\$ 0.8750	(e)
General Operating Fund Balance as of September 11, 2019 (unaudited)	\$ 954,358	
Debt Service Fund Balance as of September 11, 2019 (unaudited)	\$ 895,913	(f)
Capital Projects Fund Balance as of September 11, 2019 (unaudited).....	\$ 36,550	
Average Annual Debt Service Requirement on the Bonds and outstanding debt (2020-2044).....	\$ 1,332,659	(c)
Maximum Annual Debt Service Requirement on the Bonds and outstanding debt (2040).....	\$ 1,473,938	(c)
Tax Rates Required to Pay Average Annual Debt Service (2020-2044) at a 95% Collection Rate		
Based upon 2019 Certified Taxable Assessed Valuation.....	\$ 0.8261	
Tax Rates Required to Pay Maximum Annual Debt Service (2040) at a 95% Collection Rate		
Based upon 2019 Certified Taxable Assessed Valuation.....	\$ 0.9137	
Number of Active Connections as of September 1, 2019:		
Total Developed Single-Family Lots.....	524	
Single Family Homes– Completed & Occupied	336	
Single Family Homes – Completed & Unoccupied	8	
Single Family Homes – Under Construction	54	
Single Family – Vacant Developed Lots	102	
Estimated Population as of September 1, 2019	1,176	(g)

(a) Assessed valuation of the District as certified by the Hays Central Appraisal District (“HCAD”). See “TAXING PROCEDURES.”

(b) Estimated Taxable Assessed Valuation as of September 1, 2019 as provided by HCAD is included solely for purposes of illustration.

(c) Includes the Bonds. See “DEBT SERVICE REQUIREMENTS.”

(d) See “FINANCIAL STATEMENT – Estimated Overlapping Debt.”

(e) The District levied a 2019 total tax rate of \$0.8750. See “Table 9 – District Tax Rates.”

(f) Excludes \$74,388 in capitalized interest on the Bonds (approximately six months interest at 2.98%). Neither Texas law nor the Bond Order requires that the District maintain any particular sum in the District’s Debt Service Fund.

(g) Based upon 3.5 residents per completed and occupied single family home.

OFFICIAL STATEMENT
Relating to

\$5,000,000

REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
(A Political Subdivision of the State of Texas Located in Hays County, Texas)
UNLIMITED TAX BONDS, SERIES 2019

INTRODUCTION

This Official Statement provides certain information in connection with the issuance by the Reunion Ranch Water Control and Improvement District (the "District"), a political subdivision of the State of Texas (the "State"), of its \$5,000,000 Unlimited Tax Bonds, Series 2019 (the "Bonds").

The Bonds are issued pursuant to an order (the "Bond Order") adopted by the Board of Directors of the District on the date of the sale of the Bonds, pursuant to Article XVI, Section 59 of the Constitution and general laws of the State, including Chapters 49 and 51 of the Texas Water Code, as amended, a bond election held within the District on November 6, 2012, and the approving order of the Texas Commission on Environmental Quality (the "TCEQ" or the "Commission").

Unless otherwise indicated, capitalized terms used in this Official Statement have the same meaning assigned to such terms in the Bond Order.

Included in this Official Statement are descriptions of the Bonds and certain information about the District and its finances. ALL DESCRIPTIONS OF DOCUMENTS CONTAINED HEREIN ARE SUMMARIES ONLY AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO EACH SUCH DOCUMENT. Copies of such documents may be obtained from the District c/o Willatt & Flickinger, PLLC, 12912 Hill Country Boulevard, Suite F-232 Austin, Texas 78738 or from the District's Financial Advisor, Specialized Public Finance Inc., 248 Addie Roy Road, Suite B-103, Austin, Texas, 78746, upon payment of reasonable copying, mailing and handling charges.

THE BONDS

GENERAL DESCRIPTION . . . The Bonds are dated December 19, 2019 and will mature on August 15 of the years and in the principal amounts, and will bear interest at the rates per annum, set forth on the inside cover page hereof. Interest on the Bonds will accrue from the date of Initial Delivery, will be paid on August 15, 2020 and each February 15 and August 15 thereafter until maturity or earlier redemption and will be calculated on the basis of a 360-day year composed of twelve 30-day months. The Bonds will be issued in fully registered form only, without coupons, in denominations of \$5,000 or any integral multiple thereof, and when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"), New York, New York, acting as securities depository for the Bonds until DTC resigns or is discharged. The Bonds initially will be available to purchasers in book-entry form only. So long as Cede & Co., as the nominee of DTC, is the registered owner of the Bonds, principal of and interest on the Bonds will be payable by the paying agent to DTC, which will be solely responsible for making such payment to the beneficial owners of the Bonds. The initial paying agent for the Bonds is BOKF, NA, Dallas, Texas (the "Paying Agent" or "Paying Agent/Registrar").

REDEMPTION . . . The District reserves the right, at its option, to redeem the Bonds maturing on and after August 15, 2025, prior to their scheduled maturities, in whole or in part, in integral multiples of \$5,000 on August 15, 2024, or any date thereafter, at a price of par value plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all of the Bonds are redeemed at any time, the maturities of the Bonds to be redeemed will be selected by the District. If less than all the Bonds of a certain maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent/Registrar by lot or other random method (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form).

MANDATORY SINKING FUND REDEMPTION . . . The Bonds maturing on August 15 in the years 2031, 2033, 2035, 2037, 2039 and 2044 (the "Term Bonds") are subject to mandatory sinking fund redemption prior to their stated maturity in the following amounts, on the following dates and at a price of par to the date of redemption:

Term Bonds Due August 15, 2031		Term Bonds Due August 15, 2033	
Redemption Date	Principal Amount	Redemption Date	Principal Amount
August 15, 2030	\$ 180,000	August 15, 2032	\$ 190,000
August 15, 2031*	185,000	August 15, 2033*	200,000

Term Bonds Due August 15, 2035		Term Bonds Due August 15, 2037	
Redemption Date	Principal Amount	Redemption Date	Principal Amount
August 15, 2034	\$ 205,000	August 15, 2036	\$ 220,000
August 15, 2035*	215,000	August 15, 2037*	230,000

Term Bonds Due August 15, 2039		Term Bonds Due August 15, 2044	
Redemption Date	Principal Amount	Redemption Date	Principal Amount
August 15, 2038	\$ 235,000	August 15, 2040	\$ 255,000
August 15, 2039*	245,000	August 15, 2041	260,000
		August 15, 2042	270,000
		August 15, 2043	280,000
		August 15, 2044*	290,000

*Stated Maturity.

The principal amount of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the District, at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with monies in the Debt Service Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

Notice of Redemption . . . At least 30 calendar days prior to the date fixed for any optional redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent by United States mail, first-class postage prepaid, at least 30 calendar days prior to the date fixed for redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the 45th calendar day prior to such redemption date and to major securities depositories and bond information services.

The Bonds of a denomination larger than \$5,000 may be redeemed in part (\$5,000 or any multiple thereof). Any Bond to be partially redeemed must be surrendered in exchange for one or more new Bonds of the same maturity for the unredeemed portion of the principal of the Bonds so surrendered. In the event of redemption of less than all of the Bonds, the particular Bonds to be redeemed shall be selected by the District, if less than all of the Bonds of a particular maturity are to be redeemed, the Paying Agent is required to select the Bonds of such maturity to be redeemed by lot.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Order have been met and money sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed will have been received by the Paying Agent prior to the giving of such notice of redemption, such notice will state that said redemption may, at the option of the District, be conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not fulfilled, such notice will be of no force and effect, the District will not redeem such Bonds, and the Paying Agent will give notice in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

DTC REDEMPTION PROVISION . . . The Paying Agent/Registrar and the District, so long as a book-entry-only system ("Book-Entry-Only-System") is used for the Bonds, will send any notice of redemption, notice of proposed amendment to the Bond Order or other notices with respect to the Bonds only to DTC. Any failure by DTC to advise any DTC Participant, as herein defined, or of any Direct Participant or Indirect Participant, as herein defined, to notify the beneficial owner, shall not affect the validity of the redemption of Bonds called for redemption or any other action premised on any such notice. Redemption of portions of the Bonds by the District will reduce the outstanding principal amount of such Bonds held by DTC. In such event, DTC may implement, through its Book-Entry-Only System, a redemption of such Bonds held for the account of DTC Participants in accordance with its rules or other agreements with DTC Participants and then Direct Participants and Indirect Participants may implement a redemption of such Bonds and such redemption will not be conducted by the District or the Paying Agent/Registrar. Neither the District nor the Paying Agent/Registrar will have any responsibility to the DTC Participants.

Indirect Participants or the persons for whom DTC Participants act as nominees with respect to the payments on the Bonds or the providing of notice to Direct Participants, Indirect Participants, or beneficial owners of the selection of portions of the Bonds for redemption.

TERMINATION OF BOOK-ENTRY-ONLY SYSTEM . . . The District is initially utilizing the Book-Entry-Only System of DTC. See “BOOK-ENTRY-ONLY SYSTEM.” In the event that the Book-Entry-Only System is discontinued by DTC or the District, the following provisions will be applicable to the Bonds.

Payment . . . Principal of the Bonds will be payable at maturity to the registered owners as shown by the registration books maintained by the Paying Agent upon presentation and surrender of the Bonds to the Paying Agent at the designated office for payment of the Paying Agent in Austin, Texas (the “Designated Payment/Transfer Office”). Interest on the Bonds will be payable by check or draft, dated as of the applicable interest payment date, sent by the Paying Agent by United States mail, first-class, postage prepaid, to the registered owners at their respective addresses shown on such records, or by such other method acceptable to the Paying Agent requested by registered owner at the risk and expense of the registered owner. If the date for the payment of the principal or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

Registration . . . If the Book-Entry-Only System is discontinued, the Bonds may be transferred and re-registered on the registration books of the Paying Agent only upon presentation and surrender thereof to the Paying Agent at the Designated Payment/Transfer Office. A Bond also may be exchanged for a Bond or Bonds of like maturity and interest and having a like aggregate principal amount or maturity amount, as the case may, upon presentation and surrender at the Designated Payment/Transfer Office. All Bonds surrendered for transfer or exchange must be endorsed for assignment by the execution by the registered owner or his duly authorized agent of an assignment form on the Bonds or other instruction of transfer acceptable to the Paying Agent. Transfer and exchange of Bonds will be without expense or service charge to the registered owner, except for any tax or other governmental charges required to be paid with respect to such transfer or exchange. A new Bond or Bonds, in lieu of the Bond being transferred or exchanged, will be delivered by the Paying Agent to the registered owner, at the Designated Payment/Transfer Office of the Paying Agent or by United States mail, first-class, postage prepaid. To the extent possible, new Bonds issued in an exchange or transfer of Bonds will be delivered to the registered owner not more than three (3) business days after the receipt of the Bonds to be canceled in the exchange or transfer in the denominations of \$5,000 or any integral multiple thereof.

Limitation on Transfer of Bonds . . . Neither the District nor the Paying Agent shall be required to make any transfer, conversion or exchange to an assignee of the registered owner of the Bonds (i) during the period commencing on the close of business on the fifteenth (15th) calendar day of the month (whether or not a business day) preceding each interest payment date (the “Record Date”) and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled balance of a Bond.

Replacement Bonds . . . If a Bond is mutilated, the Paying Agent will provide a replacement Bond in exchange for the mutilated bond. If a Bond is destroyed, lost or stolen, the Paying Agent will provide a replacement Bond upon (i) the filing by the registered owner with the Paying Agent of evidence satisfactory to the Paying Agent of the destruction, loss or theft of the Bond and the authenticity of the registered owner’s ownership and (ii) the furnishing to the Paying Agent of indemnification in an amount satisfactory to hold the District and the Paying Agent harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond must be borne by the registered owner. The provisions of the Bond Order relating to the replacement Bonds are exclusive and to the extent lawful, preclude all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

AUTHORITY FOR ISSUANCE . . . At an election held within the District on November 6, 2012, voters within the District authorized a total of \$30,000,000 in unlimited tax bonds for water, wastewater and drainage facilities. The Bonds constitute the fifth installment of bonds issued by the District. After the sale of the Bonds, \$7,050,000 principal amount of District bonds will remain authorized but unissued for water, wastewater and drainage facilities. Additionally, at the election held in the District on November 6, 2012, the voters within the District also approved the issuance of \$45,000,000 in refunding bonds. The District has not issued any park and recreational facilities bonds or refunding bonds. The Bonds are issued pursuant to the terms and provisions of the Bond Order, Chapters 49 and 51 of the Texas Water Code, as amended, and Article XVI, Section 59 of the Texas Constitution. The issuance of the Bonds has been approved by an order of the TCEQ dated October 11, 2018.

SOURCE OF AND SECURITY FOR PAYMENT . . . The Bonds will be payable from and secured by a pledge of the proceeds of a continuing, direct, annual ad valorem tax without legal limitation as to rate or amount levied against all taxable property located within the District. The Board covenants in the Bond Order that, while any of the Bonds are outstanding and the District is in existence, it will levy an annual ad valorem tax and will undertake to collect such a tax against all taxable property within the District at a rate from year to year sufficient, full allowance being made for anticipated delinquencies, together with revenues and receipts from other sources which are legally available for such purposes, to pay interest on the Bonds as it becomes due, to provide a sinking fund for the payment of principal of the Bonds when due or the redemption price at any earlier required redemption date, to pay when due any other contractual obligations of the District payable in whole or in part from taxes, and to pay the expenses of assessing and collecting such tax. The net proceeds from taxes levied to pay debt service on the Bonds are required to be placed in a special account of the District designated its “Debt Service Fund” for the Bonds. The Bond Order provides for the termination of the pledge of taxes when and if Dripping Springs dissolves the District and assumes all debts and liabilities of the District.

The District is located entirely within the extraterritorial jurisdiction of the City. Under prior Texas law, a municipality could annex and dissolve a municipal utility district located within its extraterritorial jurisdiction without consent of the district or its residents. Under House Bill 347 approved during the 86th Regular Legislative Session (“HB 347”), (a) a municipality may annex a district with a population of less than 200 residents only if: (i) the municipality obtains consent to annex the area through a petition signed by more than 50% of the registered voters of the district, and (ii) if the registered voters in the area to be annexed do not own more than 50% of the land in the area, a petition has been signed by more than 50% of the landowners consenting to the annexation; and (b) a municipality may annex a district with a population of 200 residents or more only if: (i) such annexation has been approved by a majority of those voting in an election held for that purpose within the area to be annexed, and (ii) if the registered voters in the area to be annexed do not own more than 50% of the land in the area, a petition has been signed by more than 50% of the landowners consenting to the annexation. Notwithstanding the foregoing, a municipality may annex an area if each owner of land in the area requests the annexation. As of September 1, 2019, the District had an estimated population of 1,176, thus triggering the voter approval and/or landowner consent requirements discussed in clause (b) above. The described election and petition process does not apply, however, during the term of a strategic partnership agreement between a municipality and a district specifying the procedures for annexation of all or a portion of the District.

If a municipal utility district is annexed, the municipality must assume the assets, functions, and obligations of the District, including outstanding bonds, and the pledge of taxes will terminate. No representation is made concerning the likelihood of annexation and dissolution or the ability of the City to make debt service payments on the Bonds should dissolution occur.

The Bonds are obligations solely of the District and are not obligations of the City of Dripping Springs, Dripping Springs Independent School District, Hays County, Texas; the State of Texas; or any political subdivision or entity other than the District.

PAYMENT RECORD . . . The Bonds constitute the fifth installment of bonds issued by the District. The District has previously issued \$3,500,000 Unlimited Tax Bonds, Series 2015, \$3,700,000 Unlimited Tax Bonds, Series 2016, \$5,750,000 Unlimited Tax Bonds, Series 2017 and \$5,000,000 Unlimited Tax Bonds, Series 2018 (the “Outstanding Bonds”). The District has not defaulted on the payment of principal of or interest on the Outstanding Bonds

FLOW OF FUNDS . . . The Bond Order creates the establishment and maintenance by the District of a Debt Service Fund and a Capital Projects Fund.

Each fund shall be kept separate and apart from all other funds of the District. The Debt Service Fund shall constitute a trust fund which shall be held in trust for the benefit of the registered owner of the Bonds.

Any cash balance in any fund must be continuously secured by a valid pledge to the District of securities eligible under the laws of Texas to secure the funds of water control and improvement districts having an aggregate market value, exclusive of accrued interest, at all times equal to the cash balance in the fund to which such securities are pledged.

Debt Service Fund . . . The Bond Order establishes the Debt Service Fund to be used to pay principal and interest on and Paying Agent fees in respect to the Bonds. The Bond Order requires that the District deposit to the credit of the Debt Service Fund (i) from the delivery of the Bonds to the Initial Purchaser, the amount received from proceeds of the Bonds representing accrued interest, if any, and capitalized interest on the Bonds, (ii) District ad valorem taxes (and penalties and interest thereon) levied to pay debt service requirements on (or fees and expenses of the Paying Agent with respect of) the Bonds, and (iii) such other funds as the Board shall, at its option, deem advisable. The Bond Order requires that the Debt Service Fund be applied solely to provide for the payment of the principal or redemption price of and interest on the Bonds when due, and to pay fees to Paying Agent when due.

Capital Projects Fund . . . The Capital Projects Fund is the capital improvements fund of the District. The Bond Order requires the District to deposit to the credit of the Capital Projects Fund the balance of the proceeds of the Bonds remaining after the deposits to the Debt Service Fund provided in the Bond Order. The Capital Projects Fund may be applied solely to (i) pay the costs necessary or appropriate to accomplish the purposes for which the Bonds are issued, (ii) pay the costs of issuing the Bonds and (iii) to the extent the proceeds of the Bonds and investment income attributable thereto are in excess of the amounts required to acquire and construct water, wastewater and drainage facilities as approved by TCEQ, then in the discretion of the District to transfer such unexpended proceeds or income to the Debt Service Fund or as otherwise authorized by the TCEQ.

DEFEASANCE OF OUTSTANDING BONDS . . . General . . . The Bond Order provides for the defeasance of the Bonds and the termination of the pledge of taxes and all other general defeasance covenants in the Bond Order under certain circumstances. Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding within the meaning of the Bond Order (a “Defeased Bond”), except to the extent provided below for the Paying Agent to continue payments, when the payment of all principal and interest payable with respect to such Bond to the due date or dates thereof (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities (defined below) that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, or (3) any combination of (1) and (2) above, and when proper arrangements have been made by the District with the Paying Agent or an eligible trust company or commercial bank for the payment of its services until after all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed

to be a Defeased Bond, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes levied and pledged, as provided in the Bond Order and such principal and interest shall be payable solely from such money or Defeasance Securities, and shall not be regarded as outstanding under the Bond Order.

Any money so deposited with or made available to the Paying Agent or an eligible trust company or commercial bank also may be invested at the written direction of the District in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent or an eligible trust company or commercial bank that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be remitted to the District or deposited as directed in writing by the District.

Until all Defeased Bonds shall have become due and payable, the Paying Agent shall perform the services of Registrar for such Defeased Bonds the same as if they had not been defeased, and the District shall make proper arrangements to provide and pay for such services as required by the Bond Order.

For purposes of these provisions, "Defeasance Securities" means (i) direct non-callable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) non-callable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Board of Directors adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) non-callable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Board of Directors adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

Any such obligations must be certified by an independent public accounting firm of national reputation to be of such maturities and interest payment dates and bear such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, be sufficient to provide all debt service payments on the Bonds.

Retention of Rights . . . To the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the District retains the right under Texas law to later call the Defeased Bond for redemption in accordance with the provisions of the order authorizing its issuance, the District may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon satisfaction of the provisions set forth above regarding such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

Investments . . . Any escrow agreement or other instrument entered into between the District and the Paying Agent or an eligible trust company or commercial bank pursuant to which money and/or Defeasance Securities are held by the Paying Agent or an eligible trust company or commercial bank for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of certain requirements. All income from such Defeasance Securities received by the Paying Agent or an eligible trust company or commercial bank which is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, will be remitted to the District or deposited as directed in writing by the District.

PAYING AGENT/REGISTRAR . . . Principal of and semiannual interest on the Bonds will be paid by BOKF, NA having an office for payment in Dallas, Texas, the Paying Agent. The Paying Agent must be either a bank, trust company, financial institution or other entity duly qualified and equally authorized to serve and perform the duties as paying agent and registrar for the Bonds.

Provision is made in the Bond Order for the District to replace the Paying Agent by a resolution of the District giving notice to the Paying Agent of the termination of the appointment, stating the effective date of the termination and appointing a successor Paying Agent. If the Paying Agent is replaced by the District, the new Paying Agent shall be required to accept the previous Paying Agent's records and act in the same capacity as the previous Paying Agent. Any successor paying agent/registrar selected by the District shall be subject to the same qualification requirements as the Paying Agent. The successor paying agent/registrar, if any, shall be determined by the Board of Directors and written notice thereof, specifying the name and address of such successor paying agent/registrar will be sent by the District or the successor paying agent/registrar to each registered owner by first-class mail, postage prepaid.

RECORD DATE . . . The Record Date for payment of the interest on Bonds on any regularly scheduled interest payment date is defined as the last calendar day of the month (whether or not a business day) preceding such interest payment date.

ISSUANCE OF ADDITIONAL DEBT . . . According to the District's engineer, the \$7,050,000 in principal amount of bonds authorized but unissued (after issuance of the Bonds), may not be sufficient to reimburse the developer for the water, wastewater and drainage development within the District. In addition, voters may authorize the issuance of additional bonds or other contractual obligations secured by ad valorem taxes. The District also has the right to issue refunding bonds, as well as revenue bonds and notes without voter approval. Additionally, at the election held in the District on November 6, 2012, the voters within the District also approved

the issuance of \$45,000,000 in refunding bonds. See “FINANCIAL STATEMENT – Authorized but Unissued Bonds.” The District has not issued any park and recreational facilities bonds or refunding bonds. Neither Texas law nor the Bond Order imposes a limitation on the amount of additional bonds which may be issued by the District. Any additional bonds issued by the District may dilute the security of the Bonds. See “RISK FACTORS.” The District does not employ any formula with respect to assessed valuations, tax collections or otherwise to limit the amount of parity bonds which it may issue. The issuance of additional bonds is subject to approval of the TCEQ pursuant to its rules regarding issuance and feasibility of bonds. In addition, future changes in health or environmental regulations could require the construction and financing of additional improvements without any corresponding increases in taxable value in the District.

LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS . . . Pursuant to Section 49.186 of the Texas Water Code, bonds, notes or other obligations issued by a water control and improvement district “shall be legal and authorized investments for all banks, trust companies, building and loan associations, savings and loan associations, insurance companies of all kinds and types, fiduciaries, and trustees, and for all interest and sinking funds and other public funds of the State, and all agencies, subdivisions, and instrumentalities of the State, including all counties, cities, towns, villages, school districts and all other kinds and types of districts, public agencies and bodies politic.” Additionally, Section 49.186 of the Texas Water Code provides that bonds, notes or other obligations issued by a water control and improvement district are eligible and lawful security for all deposits of public funds of the State and all agencies, subdivisions and instrumentalities of the State. For political subdivisions in Texas which have adopted investment policies and guidelines in accordance with the Public Funds Investment Act (Texas Government Code, Chapter 2256), the Bonds may have to be assigned a rating of not less than “A” or its equivalent as to investment quality by a national rating agency before such obligations are eligible investments for sinking funds and other public funds.

The District makes no representation that the Bonds will be acceptable to banks, savings and loan associations, or public entities for investment purposes or to secure deposits of public funds. The District has made no investigation of other laws, regulations or investment criteria which might apply to or otherwise limit the availability of the Bonds for investment or collateral purposes. Prospective purchasers are urged to carefully evaluate the investment quality of the Bonds and as to the acceptability of the Bonds for investment or collateral purposes.

SPECIFIC TAX COVENANTS . . . In the Bond Order the District has covenanted with respect to, among other matters, the use of the proceeds of the Bonds and the manner in which the proceeds of the Bonds are to be invested. The District may omit to comply with any such covenant if it has received a written opinion of a nationally recognized bond counsel to the effect that regulations or rulings hereafter promulgated modify or expand provisions of the Internal Revenue Code of 1986, as amended (the “Code”), so that such covenant is ineffective or inapplicable or non-compliance with such covenant will not adversely affect the exemption from federal income taxation of interest on the Bonds under Section 103 of the Code.

ADDITIONAL COVENANTS . . . The District has additionally covenanted in the Bond Order that it will keep accurate records and accounts and employ an independent certified public accountant to audit and report on its financial affairs at the close of each fiscal year, such audits to be in accordance with applicable law, rules and regulations and open to inspection in the office of the District.

REMEDIES IN EVENT OF DEFAULT . . . The Bond Order establishes specific events of default with respect to the Bonds. If the District defaults in the payment of the principal of or interest on the Bonds when due, or the District defaults in the observance or performance of any of the covenants, conditions, or obligations of the District, the failure to perform which materially, adversely affects the rights of the owners, including but not limited to, their prospect or ability to be repaid in accordance with the Bond Order, and the continuation thereof for a period of 60 days after notice of such default is given by any owner to the District, the Bond Order and Chapter 51 of the Texas Water Code provides that any registered owner is entitled to seek a writ of mandamus from a court of proper jurisdiction requiring the District to make such payment or observe and perform such covenants, obligations, or conditions. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the Bonds or the Bond Order and the District’s obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, subject to the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The Bond Order does not provide for the appointment of a trustee to represent the interest of the Bondholders upon any failure of the District to perform in accordance with the terms of the Bond Order, or upon any other condition and accordingly all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the registered owners. On June 30, 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 49 Tex. Sup. CT. J. 819 (Tex. 2006), that a waiver of sovereign immunity in a contractual dispute must be provided for by statute in “clear and unambiguous” language. Because it is unclear whether the Texas legislature has effectively waived the District’s sovereign immunity from a suit for money damages, Bondholders may not be able to bring such a suit against the District for breach of the Bonds or Bond Order covenants. Even if a judgment against the District could be obtained, it could not be enforced by direct levy and execution against the District’s property. Further, the registered owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. Furthermore, the District is eligible to seek relief from its creditors under Chapter 9 of the U.S. Bankruptcy Code (“Chapter 9”). Although Chapter 9 provides for the recognition of a security interest represented by a specifically pledged source of revenues, the pledge of ad valorem taxes in support of a general obligation of a bankrupt entity is not specifically recognized as a security interest under Chapter 9. Chapter 9 also includes an automatic stay provision that would prohibit, without Bankruptcy Court approval, the prosecution of any other legal action by creditors or Bondholders of an entity which has sought protection under Chapter 9. Therefore, should the District avail itself of Chapter 9 protection from creditors, the ability to enforce would be subject to the approval of the Bankruptcy Court (which could require that the action be heard in Bankruptcy Court instead of other federal or state court); and the Bankruptcy Code provides

for broad discretionary powers of a Bankruptcy Court in administering any proceeding brought before it. The opinion of Bond Counsel will note that all opinions relative to the enforceability of the Bonds are qualified with respect to the customary rights of debtors relative to their creditors.

CONSOLIDATION . . . A district (such as the District) has the legal authority to consolidate with other districts and, in connection therewith, to provide for the consolidation of its water system with the water system(s) of the district(s) with which it is consolidating. The revenues of the consolidated system may be pledged equally to all first lien bonds of the consolidating districts. No representation is made that the District will consolidate its water system with any other district.

ANNEXATION . . . The District lies within the extraterritorial jurisdiction of the City of Dripping Springs, Texas (“Dripping Springs”). Under Texas law, Dripping Springs cannot annex territory within a district unless it annexes the entire district. At such time as it is permissible pursuant to law for the District to be annexed, and Dripping Springs does annex, Dripping Springs will assume the District’s assets and obligations (including the debt service on the Bonds) and dissolve the District. The District is located entirely within the extraterritorial jurisdiction of the City. Under prior Texas law, a municipality could annex and dissolve a municipal utility district located within its extraterritorial jurisdiction without the consent of the district or its residents; however, under HB 347, the City may not annex the District unless: (i) such annexation has been approved by a majority of those voting in an election held for that purpose within the area to be annexed, and (ii) if the registered voters in the area to be annexed do not own more than 50% of the land in the area, a petition has been signed by more than 50% of the landowners consenting to the annexation. See “THE BONDS – Source and Security for Payment.”. Annexation of territory by Dripping Springs is a policy-making matter within the discretion of the Mayor and City Council of Dripping Springs and therefore, the District makes no representation that Dripping Springs will ever annex the District and assume its debt.

ALTERATION OF BOUNDARIES . . . In certain circumstances, under Texas law the District may alter its boundaries to: i) upon satisfying certain conditions, annex additional territory; and ii) exclude land subject to taxation within the District that does not need to utilize the service of District facilities if certain conditions are satisfied including the District simultaneously annexes land of at least equal value that may be practicably served by District facilities. Such land substitution is subject to the approval of the TCEQ. No representation is made concerning the likelihood that the District would effect any change in its boundaries.

APPROVAL OF THE BONDS . . . The Attorney General of Texas must approve the legality of the Bonds prior to their delivery. The Attorney General of Texas does not pass upon or guarantee the quality of the Bonds as an investment, nor does he pass upon the adequacy or accuracy of the information contained in this Official Statement.

AMENDMENTS TO THE BOND ORDER . . . The District may, without the consent of or notice to any registered owners, amend the Bond Order in any manner not detrimental to the interest of the registered owners, including the curing of an ambiguity, inconsistency, or formal defect or omission therein. In addition, the District may, with the written consent of the owners of a majority in principal amount of the Bonds then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Bond Order, except that, without the consent of the owners of all of the Bonds affected, no such amendment, addition, or rescission may (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof or the rate of interest therein, change the place or places at, or the coin or currency in which, any Bond or the interest thereon is payable, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission. In addition, a state, consistent with federal law, may within the exercise of its police powers make such modifications in the terms and conditions of contractual covenants relating to the payment of indebtedness of its political subdivisions as are reasonable and necessary for attainment of an important public purpose.

BOND INSURANCE

BOND INSURANCE POLICY . . . Concurrently with the issuance of the Bonds, Assured Guaranty Municipal Corp. (“AGM” or the “Bond Insurer”) will issue its Municipal Bond Insurance Policy for the Bonds (the “Policy”). The Policy guarantees the scheduled payment of principal of and interest on the Bonds when due as set forth in the form of the Policy included as an appendix to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

ASSURED GUARANTY MUNICIPAL CORP. . . . AGM is a New York domiciled financial guaranty insurance company and an indirect subsidiary of Assured Guaranty Ltd. (“AGL”), a Bermuda-based holding company whose shares are publicly traded and are listed on the New York Stock Exchange under the symbol “AGO”. AGL, through its operating subsidiaries, provides credit enhancement products to the U.S. and global public finance, infrastructure and structured finance markets. Neither AGL nor any of its shareholders or affiliates, other than AGM, is obligated to pay any debts of AGM or any claims under any insurance policy issued by AGM.

AGM’s financial strength is rated “AA” (stable outlook) by S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC (“S&P”), “AA+” (stable outlook) by Kroll Bond Rating Agency, Inc. (“KBRA”) and “A2” (stable outlook) by Moody’s Investors Service, Inc. (“Moody’s”). Each rating of AGM should be evaluated independently. An explanation of the

significance of the above ratings may be obtained from the applicable rating agency. The above ratings are not recommendations to buy, sell or hold any security, and such ratings are subject to revision or withdrawal at any time by the rating agencies, including withdrawal initiated at the request of AGM in its sole discretion. In addition, the rating agencies may at any time change AGM's long-term rating outlooks or place such ratings on a watch list for possible downgrade in the near term. Any downward revision or withdrawal of any of the above ratings, the assignment of a negative outlook to such ratings or the placement of such ratings on a negative watch list may have an adverse effect on the market price of any security guaranteed by AGM. AGM only guarantees scheduled principal and scheduled interest payments payable by the issuer of bonds insured by AGM on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the relevant insurance policy), and does not guarantee the market price or liquidity of the securities it insures, nor does it guarantee that the ratings on such securities will not be revised or withdrawn.

Current Financial Strength Ratings: On November 7, 2019, S&P announced it had affirmed AGM's financial strength rating of "AA" (stable outlook). AGM can give no assurance as to any further ratings action that S&P may take.

On August 13, 2019, Moody's announced it had affirmed AGM's insurance financial strength rating of "A2" (stable outlook). AGM can give no assurance as to any further ratings action that Moody's may take.

On December 21, 2018, KBRA announced it had affirmed AGM's insurance financial strength rating of "AA+" (stable outlook). AGM can give no assurance as to any further ratings action that KBRA may take.

For more information regarding AGM's financial strength ratings and the risks relating thereto, see AGL's Annual Report on Form 10-K for the fiscal year ended December 31, 2018.

Capitalization of AGM: At September 30, 2019:

- The policyholders' surplus of AGM was approximately \$2,473 million.
- The contingency reserves of AGM and its indirect subsidiary Municipal Assurance Corp. ("MAC") (as described below) were approximately \$1,100 million. Such amount includes 100% of AGM's contingency reserve and 60.7% of MAC's contingency reserve.
- The net unearned premium reserves and net deferred ceding commission income of AGM and its subsidiaries (as described below) were approximately \$1,829 million. Such amount includes (i) 100% of the net unearned premium reserve and deferred ceding commission income of AGM, (ii) the net unearned premium reserves and net deferred ceding commissions of AGM's wholly owned subsidiary Assured Guaranty (Europe) plc ("AGE"), and (iii) 60.7% of the net unearned premium reserve of MAC.

The policyholders' surplus of AGM and the contingency reserves, net unearned premium reserves and deferred ceding commission income of AGM and MAC were determined in accordance with statutory accounting principles. The net unearned premium reserves and net deferred ceding commissions of AGE were determined in accordance with accounting principles generally accepted in the United States of America.

Incorporation of Certain Documents by Reference: Portions of the following documents filed by AGL with the Securities and Exchange Commission (the "SEC") that relate to AGM are incorporated by reference into this Official Statement and shall be deemed to be a part hereof:

- (i) (i) the Annual Report on Form 10-K for the fiscal year ended December 31, 2018 (filed by AGL with the SEC on March 1, 2019);
- (ii) the Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2019 (filed by AGL with the SEC on May 10, 2019);
- (iii) the Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2019 (filed by AGL with the SEC on August 8, 2019); and
- (iv) the Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2019 (filed by AGL with the SEC on November 8, 2019).

All consolidated financial statements of AGM and all other information relating to AGM included in, or as exhibits to, documents filed by AGL with the SEC pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, excluding Current Reports or portions thereof "furnished" under Item 2.02 or Item 7.01 of Form 8-K, after the filing of the last document referred to above and before the termination of the offering of the Bonds shall be deemed incorporated by reference into this Official Statement and to be a part hereof from the respective dates of filing such documents. Copies of materials incorporated by reference are available over the internet at the SEC's website at <http://www.sec.gov>, at AGL's website at <http://www.assuredguaranty.com>, or will be provided upon request to Assured Guaranty Municipal Corp.: 1633 Broadway, New York, New York 10019, Attention: Communications Department (telephone (212) 974-0100). Except for the information referred to above, no information available

on or through AGL's website shall be deemed to be part of or incorporated in this Official Statement.

Any information regarding AGM included herein under the caption "BOND INSURANCE – Assured Guaranty Municipal Corp." or included in a document incorporated by reference herein (collectively, the "AGM Information") shall be modified or superseded to the extent that any subsequently included AGM Information (either directly or through incorporation by reference) modifies or supersedes such previously included AGM Information. Any AGM Information so modified or superseded shall not constitute a part of this Official Statement, except as so modified or superseded.

Miscellaneous Matters: AGM makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, AGM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding AGM supplied by AGM and presented under the heading "BOND INSURANCE."

BOND INSURANCE RISKS

In the event of default of the payment of principal or interest with respect to the Bonds when all or some becomes due, any owner of the Bonds shall have a claim under the Policy for such payments. However, in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption the payments are to be made in such amounts and at such times as such payments would have been due had there not been any such acceleration. The Policy does not insure against redemption premium, if any. The payment of principal and interest in connection with mandatory or optional prepayment of the Bonds by the District which is recovered by the District from the Bond owner as a voidable preference under applicable bankruptcy law is covered by the insurance policy, however, such payments will be made by AGM at such time and in such amounts as would have been due absence such prepayment by the District unless AGM chooses to pay such amounts at an earlier date.

Under most circumstances, default of payment of principal and interest does not obligate acceleration of the obligations of AGM without appropriate consent. AGM may direct and must consent to any remedies and AGM's consent may be required in connection with amendments to any applicable Bond documents.

In the event AGM is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds are payable solely from the moneys received pursuant to the applicable Bond documents. In the event AGM becomes obligated to make payments with respect to the Bonds, no assurance is given that such event will not adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds.

The enhanced long-term ratings on the Bonds are dependent in part on the financial strength of AGM and its claim paying ability. AGM's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of AGM and of the ratings on the Bonds insured by AGM will not be subject to downgrade and such event could adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds.

The obligations of AGM are contractual obligations and in an event of default by AGM, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

Neither the District nor the Initial Purchaser have made independent investigation into the claims paying ability of AGM and no assurance or representation regarding the financial strength or projected financial strength of AGM is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the District to pay principal and interest on the Bonds and the claims paying ability of AGM, particularly over the life of the investment. See "BOND INSURANCE" herein for further information regarding AGM and the Policy, which includes further instructions for obtaining current financial information concerning AGM.

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BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by the DTC while the Bonds are registered in its nominee's name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The District believes the source of such information to be reliable, but takes no responsibility for the accuracy or completeness thereof.

The District cannot and does not give any assurance that (i) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (ii) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (iii) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for the Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. All payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) are the responsibility of the District or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

In reading this Official Statement it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System, and (ii) except as described above, notices that are to be given to registered owners under the Bond Order will be given only to DTC.

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USE AND DISTRIBUTION OF BOND PROCEEDS

Proceeds of the Bonds will be used to finance the District's share of the following projects: (i) water, wastewater and drainage facilities to serve single-family and common area development in Reunion Ranch Phase 2, Section 5 and Phase 3, Section 1; (ii) impact fees; and (iii) engineering and inspection costs. The remaining Bond proceeds will be used to: (i) capitalize approximately six months' interest requirements on the Bonds; (ii) pay developer interest; and (iii) pay certain engineering costs and costs associated with the issuance of the Bonds.

The estimated use and distribution of Bond proceeds is set forth below. Of the proceeds to be received from the sale of the Bonds, \$4,087,458 (\$4,122,917 less surplus funds of \$35,459) is estimated to be required for construction costs, and \$912,542 is estimated to be required for non-construction costs including \$74,388 of capitalized interest.

SUMMARY OF COSTS

I. <u>CONSTRUCTION COSTS</u>	<u>District's Share</u>
A. Developer Contribution Items:	
1. Reunion Ranch Phase 2, Section 5 – Water, Wastewater & Drainage, Erosion Control, Pond Items, Street	\$ 284,525
2. Reunion Ranch Phase 3, Section 1 – Water, Wastewater & Drainage, Erosion Controls, Quality Pond, Clearing and Street Excavation	1,860,528
3. Impact Fees	1,604,312
5. Engineering (4.49% of Items 1 and 2).....	<u>373,552</u>
Total Developer Contribution Items	\$ 4,122,917
B. District Items – None	
CONSTRUCTION COSTS.....	\$ 4,122,917
Less: Surplus Funds	(35,459)
NET CONSTRUCTION COSTS.....	\$ 4,087,458
II. <u>NON-CONSTRUCTION COSTS</u>	
A. Legal Fees (1.25%)	\$ 62,500
B. Fiscal Agent Fees (1.875%)	93,750
C. Interest:	
a. Developer Interest ^(a)	399,393
b. Capitalized Interest ^(b)	74,388
D. Bond Discount (2.98%).....	111,329
E. Bond Issuance Expenses	20,649
F. Bond Application Report	50,000
G. Attorney General Fee (0.10%)	5,000
H. TCEQ Fee (0.25%)	12,500
I. Contingency ^(c)	<u>83,033</u>
Total Non-Construction Costs	\$ 912,542
TOTAL BOND ISSUE REQUIREMENT	\$ 5,000,000

- (a) Estimated at an interest rate of 4.75% and a projected funding date of December 1, 2019. The District has requested to reimburse more than two years of interest in accordance with 30 TAC § 293.50(b). The amount of Developer interest will be finalized in connection with the reimbursement report approved by the Board of Directors prior to disbursement of funds.
- (b) Approximately six (6) months of interest estimated at 2.98%.
- (c) The TCEQ, in its approval of the issuance of the Bonds, directed any surplus Bond proceeds to be shown as a contingency line item and be subject to the TCEQ rules on use of surplus Bond funds.

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RISK FACTORS

GENERAL . . . The Bonds, which are obligations of the District and are not obligations of the State of Texas; Hays County, Texas; the City of Dripping Springs; Dripping Springs Independent School District, or any other political subdivision, will be secured by a continuing direct annual ad valorem tax, without legal limitation as to rate or amount, levied on all taxable property located within the District. See “THE BONDS – Source of and Security for Payment.” The ultimate security for payment of principal of and interest on the Bonds depends on the ability of the District to collect from the property owners within the District all taxes levied against the property, or in the event of foreclosure, on the value of the taxable property with respect to taxes levied by the District and by other taxing authorities. The collection by the District of delinquent taxes owed to it and the enforcement by registered owners of the District’s obligation to collect sufficient taxes may be a costly and lengthy process. Furthermore, the District cannot and does not make any representations that continued development of property within the District will accumulate or maintain taxable values sufficient to justify continued payment by property owners or that there will be a market for the property. See “Registered Owners’ Remedies” below.

FACTORS AFFECTING TAXABLE VALUES AND TAX PAYMENTS . . . *Economic Factors, Interest Rates, Credit Availability and Residential Foreclosures:* A substantial percentage of the taxable value of the District results from the current market value of single-family residences and developed lots. The market value of such homes and lots is related to general economic conditions affecting the demand for and taxable value of residences. Demand for lots and residential dwellings can be significantly affected by factors such as interest rates, credit availability, construction costs, energy availability and the economic prosperity and demographic characteristics of the urban centers toward which the marketing of lots is directed. Decreased levels of construction activity would tend to restrict the growth of property values in the District or could adversely impact existing values.

Interest rates and the availability of credit, including mortgage and development funding, have a direct impact on the construction activity, particularly short-term interest rates at which the Developer and Homebuilders are able to obtain financing for development and construction costs. Interest rate levels and the general availability of credit may affect the ability of a landowner with undeveloped property to undertake and complete development activities within the District and the ability of potential homeowners to purchase homes. Because of the numerous and changing factors affecting the availability of funds, the District is unable to assess the future availability of such funds for continued development and construction within the District. In addition, the success of development within the District and growth of District taxable property values are, to a great extent, a function of the Austin metropolitan and regional economics.

Competition . . . The demand for single-family homes in the District could be affected by competition from other residential developments including other residential developments located in other utility districts located near the District. In addition to competition for new home sales from other developments, there are numerous previously-owned homes in more established neighborhoods closer to downtown Austin that are for sale. Such homes could represent additional competition for homes proposed to be sold within the District.

The competitive position of the Developer in the sale of developed lots and of prospective builders in the construction of single-family residential houses within the District is affected by most of the factors discussed in this section. Such a competitive position is directly related to the growth and maintenance of taxable values in the District and tax revenues to be received by the District. The District can give no assurance that building and marketing programs in the District by the Developer will be implemented or, if implemented, will be successful.

Developer under No Obligation to the District: There is no commitment from, or obligation of, any developer to proceed at any particular rate or according to any specified plan with the development of land or the construction of homes in the District, and there is no restriction on any landowner’s right to sell its land, including any developer. Failure to construct taxable improvements on developed lots and tracts and failure of landowners to develop their land would restrict the rate of growth of taxable value in the District. The District is also dependent upon developer and the other principal taxpayers for the timely payment of ad valorem taxes, and the District cannot predict what the future financial condition of either will be or what effect, if any, such financial conditions may have on their ability to pay taxes. See “THE DEVELOPER” and “TAX DATA – Principal Taxpayers.”

Impact on District Tax Rates: Assuming no further development, the value of the land and improvements currently within the District will be the major determinant of the ability or willingness of the District property owners to pay their taxes. The 2019 Certified Assessed Valuation is \$169,812,068 (see “FINANCIAL STATEMENT”). After issuance of the Bonds, the Maximum Annual Debt Service Requirement will be \$1,473,938 (2040) and the Average Annual Debt Service Requirement will be \$1,332,659 (2020-2044, inclusive). A tax rate of \$0.9137/\$100 assessed valuation, at a 95% collection rate, would be necessary to pay the Maximum Annual Debt Service Requirement of \$1,473,938, and a tax rate of \$0.8261/\$100 assessed valuation at a 95% collection rate would be necessary to pay the Average Annual Debt Service Requirement of \$1,332,659 based upon the 2019 Certified Taxable Assessed Valuation.

FUTURE AND PROPOSED LEGISLATION . . . Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

TAX COLLECTIONS AND FORECLOSURE REMEDIES . . . The District’s ability to make debt service payments may be adversely affected by its inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by the District constitutes a lien in favor of the District on a parity with the liens of all other local taxing authorities on the property against which taxes are levied, and such lien may be enforced by judicial foreclosure. The District’s ability to collect ad valorem taxes through such foreclosure may be impaired by cumbersome, time-consuming and expensive collection procedures or market conditions affecting the marketability of taxable property within the District and limiting the proceeds from a foreclosure sale of such property. Moreover, the proceeds of any sale of property within the District available to pay debt service on the Bonds may be limited by the existence of other tax liens on the property (see “FINANCIAL STATEMENT – Estimated Overlapping Debt Statement”), by the current aggregate tax rate being levied against the property, and by other factors (a taxpayer may redeem property within six (6) months for commercial property and two (2) years for residential and all other types of property after the purchaser’s deed issued at the foreclosure sale is filed in the county records). Finally, any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a taxpayer within the District pursuant to the Federal Bankruptcy Code could stay any attempt by the District to collect delinquent ad valorem taxes assessed against such taxpayer. In addition to the automatic stay against collection of delinquent taxes afforded a taxpayer during the pendency of a bankruptcy, a bankruptcy court could approve a confirmation plan which allows the debtor to make installment payments on delinquent taxes for up to six years and a bankruptcy court may reduce the amount of any taxes assessed against the debtor, including those that have already been paid.

HOUSING MARKET, VOLATILITY AND RECENT FORECLOSURES . . . In past years, disruptions in the housing market have led to a significant number of foreclosures on single family homes nationally. In the District, there were no posted foreclosures on single-family homes by the Hays County Clerk’s Office as of September 3, 2019. No assurance can be given whether the number of foreclosures will decrease or increase or that market conditions will improve.

REGISTERED OWNERS’ REMEDIES . . . In the event of default in the payment of principal of or interest on the Bonds, the registered owners have the right to seek a writ of mandamus, requiring the District to levy adequate taxes each year to make such payments. Except for mandamus, the Bond Order does not specifically provide for remedies to protect and enforce the interest of the registered owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Although the registered owners could obtain a judgment against the District, such a judgment could not be enforced by direct levy and execution against the District’s property. Further, the registered owners cannot themselves foreclose on property within the District or sell property within the District in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the registered owners may further be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District.

BOND INSURANCE RISKS . . . For a discussion of certain risk factors associated with the municipal bond insurance, see “BOND INSURANCE RISKS.”

BANKRUPTCY LIMITATION TO REGISTERED OWNERS’ RIGHTS . . . The enforceability of the rights and remedies of registered owners may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District. Subject to the requirements of Texas law discussed below, a political subdivision such as the District may voluntarily file a petition for relief from creditors under Chapter 9 of the Federal Bankruptcy Code, 11 USC sections 901-946. The filing of such petition would automatically stay the enforcement of registered owners’ remedies, including mandamus and the foreclosure of tax liens upon property within the District discussed above. The automatic stay would remain in effect until the federal bankruptcy judge hearing the case dismisses the petition, enters an order granting relief from the stay or otherwise allows creditors to proceed against the petitioning political subdivision. A political subdivision, such as the District, may qualify as a debtor eligible to proceed in a Chapter 9 case only if it (1) is specifically authorized to file for federal bankruptcy protection by applicable state law, (2) is insolvent or unable to meet its debts as they mature, (3) desires to effect a plan to adjust such debts, and (4) has either obtained the agreement of or negotiated in good faith with its creditors or is unable to negotiate with its creditors because negotiations are impracticable. Under Texas law a water control and improvement district, such as the District, must obtain the approval of the Commission as a condition to seeking relief under the Federal Bankruptcy Code. The Commission is required to investigate the financial condition of a financially troubled district and authorize such district to proceed under federal bankruptcy law only if such district has fully exercised its rights and powers under Texas law and remains unable to meet its debts and other obligations as they mature.

Notwithstanding noncompliance by a district with Texas law requirements, a district could file a voluntary bankruptcy petition under Chapter 9, thereby involving the protection of the automatic stay until the bankruptcy court, after a hearing, dismisses the petition. A federal bankruptcy court is a court of equity and federal bankruptcy judges have considerable discretion in the conduct of bankruptcy proceedings and in making the decision of whether to grant the petitioning district relief from its creditors. While such a decision might be applicable, the concomitant delay and loss of remedies to the registered owners could potentially and adversely impair the value of the registered owner’s claim.

If a petitioning district were allowed to proceed voluntarily under Chapter 9 of the Federal Bankruptcy Code, it could file a plan for an adjustment of its debts. If such a plan were confirmed by the bankruptcy court, it could, among other things, affect a registered owner by reducing or eliminating the amount of indebtedness, deferring or rearranging the debt service schedule, reducing or eliminating the interest rate, modifying or abrogating collateral or security arrangements, substituting (in whole or in part) other securities, and otherwise compromising and modifying the rights and remedies of the registered owner’s claim against a district.

THE EFFECT OF THE FINANCIAL INSTITUTIONS ACT OF 1989 ON TAX COLLECTIONS OF THE DISTRICT . . . The “Financial Institutions Reform, Recovery and Enforcement Act of 1989” (“FIRREA”), enacted on August 9, 1989, contains certain provisions which affect the time for protesting property valuations, the fixing of tax liens, and the collection of penalties and interest on delinquent taxes on real property owned by the Federal Deposit Insurance Corporation (“FDIC”) when the FDIC is acting as the conservator or receiver of an insolvent financial institution.

Under FIRREA real property held by the FDIC is still subject to ad valorem taxation, but such act states (i) that no real property of the FDIC shall be subject to foreclosure or sale without the consent of the FDIC and no involuntary liens shall attach to such property, (ii) the FDIC shall not be liable for any penalties or fines, including those arising from the failure to pay any real or personal property tax when due and (iii) notwithstanding failure of a person to challenge an appraisal in accordance with state law, such value shall be determined as of the period for which such tax is imposed.

There has been little judicial determination of the validity of the provisions of FIRREA or how they are to be construed and reconciled with respect to conflicting state laws. However, certain recent federal court decisions have held that the FDIC is not liable for statutory penalties and interest authorized by State property tax law, and that although a lien for taxes may exist against real property, such lien may not be foreclosed without the consent of the FDIC, and no liens for penalties, fines, interest, attorneys fees, costs of abstract and research fees exist against the real property for the failure of the FDIC or a prior property owner to pay ad valorem taxes when due. It is also not known whether the FDIC will attempt to claim the FIRREA exemptions as to the time for contesting valuations and tax assessments made prior to and after the enactment of FIRREA. Accordingly, to the extent that the FIRREA provisions are valid and applicable to any property in the District, and to the extent that the FDIC attempts to enforce the same, these provisions may affect the timeliness of collection of taxes on property, if any, owned by the FDIC in the District, and may prevent the collection of penalties and interest on such taxes.

Atlas 14 Study. The National Weather Service recently completed a rainfall study known as Atlas 14 which shows that severe rainfall events are now occurring more frequently. Within Texas, the Atlas 14 study showed an increased number of rainfall events in a band extending from the upper Gulf Coast in the east and running west generally along the I-10 corridor to Central Texas. Based on this study, various governmental entities, including Hays County, are contemplating amendments to their regulations that will potentially increase the size of the 100 year floodplain and will also increase the size of detention ponds and drainage facilities required for future construction in all areas (not just in the floodplain).

MARKETABILITY OF THE BONDS . . . The District has no understanding with the Initial Purchaser regarding the reoffering yields or prices of the Bonds and has no control over trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Bonds. If there is a secondary market, the difference between the bid and asked price of the Bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional issuers as such bonds are more generally bought, sold or traded in the secondary market.

CONTINUING COMPLIANCE WITH CERTAIN COVENANTS . . . Failure of the District to comply with certain covenants contained in the Bond Order on a continuing basis prior to the maturity of the Bonds could result in interest on the Bonds becoming taxable retroactively to the date of original issuance. See “TAX MATTERS.”

FUTURE DEBT . . . The District has reserved in the Bond Order the right to issue the remaining \$7,050,000 authorized but unissued unlimited tax bonds (for water, wastewater and drainage facilities) and such additional bonds as may hereafter be approved by both the Board of Directors and voters of the District. All of the remaining \$7,050,000 unlimited tax bonds which have heretofore been authorized by the voters of the District may be issued by the District from time to time for qualified purposes, as determined by the Board of Directors of the District, subject to the approval of the Attorney General of the State of Texas and the TCEQ. In the opinion of the District’s engineer, the remaining authorization should be sufficient to reimburse the Developer for the development within the District. See “THE SYSTEM.”

To date, the Developer has advanced a total of approximately \$17,617,000 to construct utility facilities to serve the property within the District. Following the issuance of the Bonds, the District will still owe the Developer approximately \$4,385,000 for additional facilities which have been constructed to date.

The District anticipates that it may issue the full principal amount of authorized but unissued bonds for water, wastewater and drainage facilities (\$7,050,000), in installments over the next several years. Each future issue of bonds is intended to be sold at the earliest practicable date consistent with the maintenance of a reasonable tax rate in the District (assuming projected increases in the value of taxable property made at the time of issuance of the bonds are accurate) see “THE DEVELOPER – Utility Development Agreements.” The District does not employ any formula with respect to assessed valuations, tax collections or otherwise to limit the amount of parity bonds which it may issue. The issuance of additional bonds is subject to approval by the Commission pursuant to its rules regarding issuance and feasibility of bonds. In addition, future changes in health or environmental regulations could require the construction and financing of additional improvements without any corresponding increases in taxable value in the District. See “THE BONDS – Issuance of Additional Debt.” See “UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED.”

GOVERNMENTAL APPROVAL . . . As required by law, engineering plans, specifications and an estimate of construction costs for the facilities and services to be purchased or constructed by the District with the proceed of the Bonds have been approved, subject to certain condition, by the TCEQ. See “USE AND DISTRIBUTION OF BOND PROCEEDS.” The TCEQ approved the issuance

of the Bonds by an order signed October 8, 2019. In addition, the Attorney General of Texas must approve the legality of the Bonds prior to their delivery.

Neither the TCEQ nor the Attorney General of Texas passes upon or guarantees the security of the Bonds as an investment, nor have the foregoing authorities passed upon the adequacy or accuracy of the information contained in this Official Statement.

ENVIRONMENTAL REGULATION . . . Wastewater treatment and water supply facilities are subject to stringent and complex environmental laws and regulations. Facilities must comply with environmental laws at the federal, state, and local levels. These laws and regulations can restrict or prohibit certain activities that affect the environment in many ways such as:

1. Requiring permits for construction and operation of water supply wells and wastewater treatment facilities;
2. Restricting the manner in which wastes are released into the air, water, or soils;
3. Restricting or regulating the use of wetlands or other property;
4. Requiring remedial action to prevent or mitigate pollution; and
5. Imposing substantial liabilities for pollution resulting from facility operations.

Compliance with environmental laws and regulations can increase the cost of planning, designing, constructing and operating water production and wastewater treatment facilities. Sanctions against a water district for failure to comply with environmental laws and regulations may include a variety of civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements, and issuance of injunctions as to future compliance of and the ability to operate the District's water supply, wastewater treatment, and drainage facilities. Environmental laws and regulations can also impact an area's ability to grow and develop. The following is a discussion of certain environmental concerns that relate to the District. It should be noted that changes in environmental laws and regulations occur frequently, and any changes that result in more stringent and costly requirements could materially impact the District.

Air Quality Issues. Air quality control measures required by the United States Environmental Protection Agency (the "EPA") and the TCEQ may impact new industrial, commercial and residential development in the Austin area. Under the Clean Air Act ("CAA") Amendments of 1990, the five-county "Austin Area" – Travis, Hays, Williamson, Bastrop, and Caldwell counties – has recently been redesignated by the EPA as an attainment area. The Austin Area entered into an early action compact (EAC) with the TCEQ and EPA which demonstrates attainment and maintenance of the 8-hour ozone standard. EACs allow regions that are in nonattainment or near nonattainment for ozone under the federal CAA to elect to use their knowledge of local conditions to determine which ozone control strategies should be implemented in their area, as opposed to having rules dictated by state and federal agencies.

The EPA signed a consent decree with several environmental organizations which bound the EPA to designating nonattainment areas for 8-hour nonattainment. The Austin Area took early action with an EAC on November 17, 2004 to reduce its emissions so as not to be designated nonattainment. Voluntary reductions have focused on reducing the number of vehicles on Austin Area roads, since vehicles are the area's main source of air pollution.

The area will report semi-annually on the progress of their control measures. Under the EACs, attainment must have been demonstrated by 2007. EPA approved the photochemical modeling in support of the attainment demonstration for the 8-hour ozone standard within the Austin Area on August 15, 2005. EPA also approved the Austin EAC "CAAP" which includes control measures and demonstrates maintenance of the standard through 2012 (including a vehicle inspection and maintenance (I/M) program). These steps and any EPA/TCEQ responses could impact the economy and communities in the Austin Area.

On November 26, 2014, the EPA announced a new proposed ozone National Ambient air Quality Standards (NAAQS) range of between 65-70 parts per billion. The Austin Area is vulnerable to being designated nonattainment if the EPA adopts the new proposed ozone NAAQS or otherwise maintains the existing standard applied to more recent air quality monitoring data.

Should the Austin Area fail to achieve attainment under an EPA NAAQS, or should the Austin Area fail to satisfy a then effective State Implementation Plan (SIP) (for nonattainment or otherwise), or for any other reason should a lapse in conformity with the CAA occur, the Austin Area may be subjected to sanctions pursuant to the CAA. Under such circumstances, the TCEQ would be required under the CAA to submit to the EPA a new SIP under the CAA for the Austin Area. Due to the complexity of the nonattainment/conformity analysis, the status of EPA's implementation of any future EPA NAAQS and the incomplete information surrounding any SIP requirements for areas designated nonattainment under any future EPA NAAQS, the exact nature of sanctions or any potential SIP that may be applicable to the Austin Area in the future is uncertain. The CAA provides for mandatory sanctions, including the suspension of federal highway funding, should the State fail to submit a proper SIP, or associated submissions, or fail to revise or implement a SIP, or fail to comply with an existing SIP. Subject to certain exceptions, if the Austin Area falls out of conformity and the mandatory highway funding suspension sanction is implemented, the United States Secretary of Transportation may be prohibited from approving or awarding transportation projects or grants within the area.

It is possible that nonattainment, a lapse in conformity under the CAA, litigation involving injunctive or other relief, or other environmental issues may impact new industrial, commercial and residential development in the Austin Area.

Water Supply & Discharge Issues. Water supply and discharge regulations that the District may be required to comply with involve: (1) public water supply systems, (2) wastewater discharges from treatment facilities, (3) storm water discharges and (4) wetlands dredge and fill activities. Each of these is addressed below:

Pursuant to the Safe Drinking Water Act, potable (drinking) water provided by the District to more than sixty (60) end users for consumption will be subject to extensive federal and state regulation as a public water supply system, which include, among other requirements, frequent sampling and analyses. Additionally, the EPA has been charged with establishing maximum contaminant levels (MCLs) for potential drinking water contaminants (both naturally occurring and anthropogenic) such as arsenic, lead, radon, and disinfection by-products (e.g. chlorine). Additionally, TCEQ is initiating rule changes to Chapter 290, Public Drinking Water, to implement the federal Stage 2 Disinfection Byproducts Rule (DBP2), Long Term Stage 2 Enhanced Surface Water Treatment Rule (LT2), and Ground Water Rule (GWR). EPA adopted the GWR on December 31, 2006. Future regulations or requirements pertaining to these and other drinking water contaminants could require installation of more costly treatment facilities.

Operation of the District's sewer facilities is subject to regulation under the Federal Clean Water Act and the Texas Water Code. All discharges of pollutants into the nation's navigable waters must comply with the Clean Water Act. The Clean Water Act allows municipal wastewater treatment plants to discharge treated effluent to the extent allowed under permits issued by the EPA pursuant to the National Pollutant Discharge Elimination System ("NPDES") program, a national program established by the Clean Water Act for issuing, revoking, monitoring and enforcing wastewater discharge permits. On August 14, 1998, EPA authorized Texas to implement the NPDES program, which is called the Texas Pollutant Discharge Elimination System ("TPDES") program.

TPDES permits set limits on the type and quantity of discharge, in accordance with state and federal laws and regulations. Any discharges to water bodies designated as impaired streams in accordance with the Clean Water Act may be precluded from obtaining a TPDES permit if pollutants for which the stream is designated as impaired are among those pollutants being released by a District. Moreover, the Clean Water Act and Texas Water Code require municipal wastewater treatment plants to meet secondary treatment effluent limitations. In addition, under the Clean Water Act, states must identify any bodies of water for which more stringent effluent standards are needed to achieve water quality standards and must establish the maximum allowable daily load of certain pollutants into the water bodies. Total maximum daily loads ("TMDLs") rules can have a significant impact on the District's ability to obtain TPDES permits and maintain those permits. The District may be required to expend substantial funds to meet any of these regulatory requirements. If the District fails to achieve compliance with its discharge permits, a private plaintiff or the EPA could institute a civil action for injunctive relief and civil penalties. Operations of the District are also potentially subject to stormwater discharge permitting requirements as set forth under the Clean Water Act and regulations implementing the Clean Water Act. The TCEQ adopted by reference the vast majority of the EPA regulations relating to stormwater discharges and currently has issued a general permit for stormwater discharges associated with industrial activities and proposed two general permits for stormwater discharges associated with construction activities and municipal separate stormwater systems. The District may also be required to develop and implement stormwater pollution prevention plans and stormwater management plans. The District could incur substantial costs to develop and implement such plans as well as to install or implement best management practices to minimize or eliminate unauthorized pollutants that may otherwise be found in stormwater runoff. Failure to comply with these requirements may result in the imposition of administrative, civil, and criminal penalties as well as injunctive relief under the Clean Water Act or the Texas Water Code.

Operations of the District are also potentially subject to requirements and restrictions under the Clean Water Act regarding the use and alteration of wetland areas that are within the "waters of the United States." The District must obtain a permit from the U.S. Army Corps of Engineers if operations of the District require that wetlands be filled, dredged, or otherwise altered.

DROUGHT CONDITIONS . . . Central Texas, like other areas of the State, has experienced extreme drought conditions within the last several years. The District adopted a water conservation plan and currently has implemented water restrictions for residents of the District. The West Travis County Public Utility Agency provides water to the District in amounts sufficient to service the residents of the District, however, as drought conditions resume water usage, rates and water revenues could be impacted.

FORWARD-LOOKING STATEMENTS . . . The statements contained in this Official Statement, and in any other information provided by the District, that are not purely historical, are forward-looking statements, including statements regarding the District's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the District on the date hereof, and the District assumes no obligation to update any such forward-looking statements.

The forward looking statements herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement would prove to be accurate.

THE DISTRICT

GENERAL . . . Pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51 of the Texas Water Code, as amended, the District is subject to the continuing supervision of the TCEQ. The District was created for the purposes of providing, operating, and maintaining facilities to control storm water, distribute potable water, and to collect and treat wastewater. The District is empowered, among other things, to purchase, construct, operate and maintain all works, improvements, facilities and plants necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The District may also establish, operate and maintain a fire department, independently or with one or more other conservation and reclamation districts, if approved by the voters of the District and the TCEQ, and is located entirely within the extraterritorial jurisdiction of Dripping Springs. Fire services are provided to residents and property owners of the District by Hays County ESD #6.

MANAGEMENT . . . **Board of Directors.** The District is governed by a Board, consisting of five directors, which has control over and management supervision of all affairs of the District. Directors' terms are four years with elections held within the District on the first Tuesday after the first Monday in November in each even numbered year. All of the directors listed below reside or own property in the District.

Name	Title	Term Expires
Nathan Neese	President	2022
Vince Terracina	Vice President	2020
Thomas J. Rogers	Secretary	2022
George Sykes	Assistant Secretary	2020
Dennis Daniel	Assistant Secretary	2022

Consultants:

Tax Assessor/Collector . . . Land and improvements in the District are being appraised by the Hays Central Appraisal District ("HCAD"). The Tax Assessor/Collector is appointed by the Board of Directors of the District. The Hays County Tax Assessor/Collector, Ms. Jenifer O'Kane, currently serves the District in this capacity under contract.

Operator . . . The District contracts with the InfraMark to serve as operator for the District.

Bookkeeper . . . Bott & Douthitt, PLLC ("B&D") is charged with the responsibility of providing bookkeeping services for the District. B&D serves in a similar capacity for 60 other special districts.

Engineer . . . The District's consulting engineer is Murfee Engineering Company (the "Engineer"). Such firm serves as consulting engineer to 34 other special districts.

Financial Advisor . . . Specialized Public Finance Inc. serves as the District's financial advisor (the "Financial Advisor"). The fee for services rendered in connection with the issuance of the Bonds is based on a percentage of the Bonds actually issued, sold and delivered and, therefore, such fee is contingent upon the sale and delivery of the Bonds.

Bond Counsel and Disclosure Counsel . . . McCall, Parkhurst & Horton, L.L.P., Austin, Texas serves as Bond Counsel and Disclosure Counsel in connection with the issuance of the District's Bonds. The fees of Bond Counsel and Disclosure Counsel are contingent upon the sale of and delivery of the Bonds.

General Counsel . . . The District employs Willatt & Flickinger, PLLC as general counsel.

LOCATION . . . The District is located in Hays County approximately 14 miles west of IH-35 and lies wholly inside of the extraterritorial jurisdiction of the City of Dripping Springs, Texas and within the Boundaries of the Dripping Springs Independent School District. The District is located approximately six miles south of State Highway 290, off Ranch-to-Market Road 1826. The District is currently comprised of approximately 524 acres being developed as Reunion Ranch, a single-family residential community. See "LOCATION MAP."

UNDEVELOPED ACREAGE . . . There are approximately 82 acres of land under development within the District that have not been provided with water, wastewater and storm drainage and detention facilities as of September 1, 2019. The District makes no representation as to when or if development of this acreage will occur. See "THE DISTRICT – Status of Development."

CURRENT STATUS OF DEVELOPMENT . . . Of the approximately 524 acres within the District, approximately 225.313 acres have been developed. As of September 1, 2019, the following sections have been developed with utility facilities: Phase 1; Phase 2, Sections 1, 2, 3, 4 and 5; Phase 3, Sections 1, 2, 3 and 5. As of this same date, the development in the District consisted of 344 completed homes (of which 336 are occupied and 8 are unoccupied), 54 homes under construction and 102 vacant lots.

To date, the developer has advanced funds in the approximate amount of \$17,617,000 to construct water, wastewater and drainage facilities to serve the property within the District. Following the issuance of the Bonds, the District will still owe the developer approximately \$4,385,000 for additional water, wastewater and drainage facilities which have been constructed to date.

The chart below reflects the status of development as of September 1, 2019:

	<u>Net Acreage</u>
A. Sections Developed with Utility Facilities	
Sections 1 and 2; Phases 2 and 3, Sections 1, 2, 3 & 5	225 ^(a)
Total Developed with Utility Facility or Under Construction	<u>225</u>
B. Remaining Developable Acreage	82
Total Developable Acreage	307
Total	<u>307</u>

(a) Includes an approximately 2-acre amenity center. Also includes approximately 53.635 acres developed by the Developer but owned by Hays Reunion Ranch, L.P. See “THE DEVELOPER – Description of Developer.” Note that approximately 217 acres of the total 524 acres are not intended to be developed, which is primarily comprised of open space and greenbelt.

FUTURE DEVELOPMENT . . . There are remaining approximately 82 acres of land, as yet undeveloped with water, sewer & drainage facilities to support single family residential development. This acreage is currently under development. The completion of such development beyond that described in this Official Statement will be dependent on several factors including, to a great extent, general and economic conditions which would affect any party’s ability to sell lots and/or other property and of any home builder to sell completed homes as described in this Official Statement under the caption “RISK FACTORS.” If the undeveloped portion of the District is eventually developed, additions to the District’s water, wastewater, and drainage systems required to service such undeveloped acreage may be financed by future issues of the District’s bonds and developer contributions, if any, as required by the TCEQ. The District’s Engineer estimates that the \$7,050,000 remaining principal amount of voted water, wastewater, and drainage bonds which are authorized to be issued should be sufficient to reimburse the Developer for the existing utility facilities and provide utility service to remaining undeveloped but potentially developable acreage within the District. See “THE BONDS – Issuance of Additional Debt.” The Developer is under no obligation to complete any development, if begun, and may modify or discontinue development plans in its sole discretion. Accordingly, the District makes no representation that any future development will occur.

ANNEXATION OF THE DISTRICT . . . The District lies within the extraterritorial jurisdiction of the City of Dripping Springs. See “THE BONDS – Annexation” for a discussion of the ability of the City of Dripping Springs to annex the District.

CONSENT AGREEMENT AND DEVELOPMENT AGREEMENT . . . Effective August 15, 2005, the District entered into that certain Agreement Concerning Creation and Operation of the District (the “Consent Agreement”) with the City and Hays Reunion Ranch, L.P., a Texas limited partnership (“Hays Reunion Ranch”), governing certain aspects of development within the District, including certain aspects of the construction, operation, maintenance and inspection of District utility facilities; the issuance of bonds; conversion, annexation or dis-annexation by the District and annexation of the District by the City. Additionally, as contemplated by the Consent Agreement, the City and Hays Reunion Ranch entered into that certain Development Agreement dated as of February 7, 2012 (the “Development Agreement”) further governing certain aspects of development within the District such as environmental protection, deed restrictions, lighting and signage. Hays Reunion Ranch has subsequently assigned to the Developer certain of its right, title and interest in, to and under the Consent Agreement, effective April 2, 2012. Additionally, Hays Reunion Ranch has partially assigned to the Developer certain of its right, title and interest in, to and under the Development Agreement pursuant to three (3) separate partial assignment instruments, effective April 2, 2012; May 5, 2014 and January 30, 2015, respectively, with additional partial assignments contemplated upon the closing of additional takedowns under the Land Purchase Agreement (as defined herein).

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THE DEVELOPER

GENERAL . . . In general, the activities of a developer in a utility district, such as the District, include purchasing the land within the utility district; coordinating the design of the subdivision; coordinating the design of the utilities and streets to be constructed in the subdivision; coordinating the design of any community facilities to be built; defining a marketing program and building schedule; securing necessary governmental approvals and permits for development; arranging for the construction of the improvements within the subdivisions, including water, wastewater, and drainage facilities pursuant to the rules of the TCEQ, as well as gas, telephone, cable television, and electric service; and selling improved lots and commercial reserves to homebuilders, other developers, or other third parties. The relative success or failure of a developer to perform such activities will have a profound effect on the security of the bonds issued by the District. A developer is generally under no obligation to a district to develop the property which it owns in a district. Furthermore, there is no restriction on a developer's right to sell any or all of the land which it owns within a district. In addition, a developer is ordinarily the major taxpayer within the district during the development phase of the property.

DESCRIPTION OF DEVELOPER . . . The developer currently active within the District is Taylor Morrison of Texas Inc. ("Taylor Morrison" or the "Developer"), a Texas corporation, controlled by Taylor Morrison Home Corp., a publicly-traded homebuilder with operations in Texas, Arizona, North Carolina, California, Colorado, Florida, Georgia and Illinois. The Developer had purchased certain acreage within the District pursuant to that certain Agreement of Sale and Purchase, dated as of November 23, 2011, as thereafter amended (the "Land Purchase Agreement"), pursuant to which Developer agreed to purchase from Hays Reunion Ranch, approximately 470 acres of land in separate takedown parcels. According to the Developer, as of September 1, 2019, the Developer has closed on and owns all of the approximately 524 acres within the District (with the exception of approximately 54 acres of land retained by Hays Reunion Ranch, L.P. under the Land Purchase Agreement, which have been developed by the Developer and as such which have been sold primarily as custom lots by Hays Reunion Ranch). According to the Developer, the Developer is in compliance with the terms and conditions of the Land Purchase Agreement.

ACQUISITION AND DEVELOPMENT FINANCING . . . Acquisition and development of single-family residential property within the District has been provided by the Developer through its operations.

HOMEBUILDERS WITHIN THE DISTRICT . . . There is currently one homebuilder in the District, Taylor Morrison of Texas Inc. The homes range in price from approximately \$400,000 to \$590,000, with square footage ranging from approximately 2,500 to 4,500.

UTILITY CONSTRUCTION AGREEMENT . . . The District entered into a utility construction agreement (the "Utility Construction Agreement") with Pine Valley Reunion Ranch, L.P., a Texas limited partnership ("Pine Valley"), dated November 11, 2005 (the "Original Utility Construction Agreement"), governing the development of water, wastewater and drainage facilities and the reimbursement for certain of the costs of such development through the issuance of bonds by the District. Pine Valley subsequently assigned all of its right, title and interest in, to and under the Original Utility Construction Agreement to Hays Reunion Ranch, which in turn assigned all of its right, title and interest in, to and under the Original Utility Construction Agreement to the Developer on or about April 2, 2012. Thereafter, the District and Developer entered into a new utility construction agreement, effective April 25, 2012, revising and restating the Original Utility Construction Agreement in its entirety.

AGRICULTURAL WAIVER . . . Much of the undeveloped acreage within the District is subject to an agricultural exemption; however, the Developer has executed an agreement, which is recorded in the real property records of Hays County, and are covenants running with the land, waiving the right to have the land located within the District classified as agricultural, open-space or timberland for purposes of District taxes. In addition, the Developer has waived the right to have the lots and houses (if any) in the District classified as business inventory for purposes of District taxes. The agreement may not be modified without the approval of the TCEQ and are binding on purchasers of such land from the Developer. See "TAXING PROCEDURES – Property Subject to Taxation by the District."

THE SYSTEM

REGULATION . . . The water, wastewater and storm drainage facilities (the "System"), the purchase, acquisition and construction of which will be permanently financed by the District with the proceeds of the Bonds, have been designed in accordance with accepted engineering practices and the recommendation of certain governmental agencies having regulatory or supervisory jurisdiction over construction and operation of such facilities, including, among others, the TCEQ, Hays County and Dripping Springs. According to Murfee Engineering Company (the "Engineer"), the design of all such facilities has been approved by all governmental agencies which have authority over the District.

Operation of the District's waterworks and wastewater facilities is subject to regulation by, among others, the U.S. Environmental Protection Agency and the TCEQ.

WATER SUPPLY AND DISTRIBUTION . . . The District receives its treated water from the West Travis County Public Utility Agency ("WTCPUA"), successor to the Lower Colorado River Authority ("LCRA"). Pursuant to the Second Amendment to the Water Services Agreement dated March 28, 2014, the WTCPUA is obligated to provide up to 603,692 gallons per day of treated water to the District. The District's engineer estimates that this amount of water would be sufficient to serve up to 524 equivalent single-family connections.

WASTEWATER COLLECTION AND TREATMENT . . . Wastewater treatment for the District is provided by a 0.05 million gallon per day (MGD) wastewater treatment plant. Texas Land Application Permit number WQ0014480001 authorizes a discharge of 0.05 MGD, with disposal via drip irrigation. Based upon a conservative design factor of 150 gallons per day per connection, the District’s existing treatment capacity is sufficient to serve up to 333 single family connections. The District is in the final planning stages for a 2nd wastewater treat plant, authorized by Texas Land Application Permit No. WQ0014480002, to be funded from future Developer advances (and ultimately purchased by the District with the proceeds of future District bonds).

STORM WATER DRAINAGE . . . Storm water within the District generally drains through roadside swales with street and driveway culverts and ribbon curbing, eventually discharging into tributaries that drain into Bear Creek.

100-YEAR FLOOD PLAIN AND STORM DRAINAGE INFORMATION . . . Flood Insurance Rate Map” or “FIRM” means an official map of a community on which the Federal Emergency Management Agency (FEMA) has delineated the appropriate areas of flood hazards. The 1% chance of probable inundation, also known as the 100-year flood plain, is depicted on these maps. The “100-year flood plain” (or 1% chance of probable inundation) as shown on the FIRM is the estimated geographical area that would be flooded by a rain storm of such intensity to statistically have a one percent chance of occurring in any given year. Generally speaking, homes must be built above the 100-year flood plain in order to meet local regulatory requirements and to be eligible for federal flood insurance.

According to the District’s Engineer, minimal areas of the District lie within the floodplain as shown in the FEMA Flood Insurance Rate map dated September 26, 2008 for Travis County. The FEMA floodplain lies along the creeks and tributaries within the District and is contained within recorded easements.

The National Weather Service recently completed a rainfall study known as Atlas 14 which shows that severe rainfall events are now occurring more frequently. Within Texas, the Atlas 14 study showed an increased number of rainfall events in a band extending from the upper Gulf Coast in the east and running west generally along the I-10 corridor to Central Texas. Based on this study, various governmental entities, including Williamson County, are contemplating amendments to their regulations that will potentially increase the size of the 100 year floodplain and will also increase the size of detention ponds and drainage facilities required for future construction in all areas and not just in the floodplain.

WATER, WASTEWATER AND DRAINAGE OPERATIONS:

TABLE 1 – RATE AND FEE SCHEDULE

The Board of Directors establishes rates and fees for water and sewer service, subject to change from time to time. The following schedule sets forth the monthly rates and fees for the District’s water and sewer service which are currently in effect.

Monthly Base Charge – Water: \$40.00

Water Usage Charge

<u>Gallons</u>			
0-10,000 Gallons	\$	3.50	(per 1,000 gallons)
10,001-15,000 Gallons	\$	3.85	(per 1,000 gallons)
15,001-20,000 Gallons	\$	4.40	(per 1,000 gallons)
20,001-25,000 Gallons	\$	5.65	(per 1,000 gallons)
25,001-30,000 Gallons	\$	7.00	(per 1,000 gallons)
30,001-40,000 Gallons	\$	12.00	(per 1,000 gallons)
40,001and over Gallons	\$	15.00	(per 1,000 gallons)

Monthly Charge(s) – Wastewater: \$ 35.00 Base Fee, plus \$3.25 per 1,000 Gallons

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TABLE 2 – OPERATING REVENUES AND EXPENSES STATEMENT – GENERAL FUND

The following statement sets forth in condensed form the consolidated historical operations of the District' General Fund. Accounting principles customarily employed in the determination of net revenues have been observed and in all instances exclude depreciation. Such summary has been prepared from information obtained from the District's financial statements and records. Reference is made to such statements for further and more complete information. Also see "APPENDIX A – Excerpts from the Annual Financial Report."

	Fiscal Year End September 30,				
	2018	2017	2016	2015	2014
<u>Revenues:</u>					
Service Accounts/Penalties	\$ 343,143	\$ 373,039	\$ 324,547	\$ 224,142	\$ 133,534
Property Taxes/Penalties	571,257	478,687	329,970	180,683	-
Connection/Inspection Fees	112,500	108,300	118,950	81,800	87,950
Other/Developer Advances	12,135	4,334	1,226	70,738	141,438
Total Revenues	<u>\$ 1,039,035</u>	<u>\$ 964,360</u>	<u>\$ 774,693</u>	<u>\$ 557,363</u>	<u>\$ 362,922</u>
<u>Expenditures:</u>					
Water Reservation Fees	\$ 242,313	\$ 210,910	\$ 148,489	\$ 116,511	\$ 90,238
District Operations	243,151	238,101	185,427	179,206	115,124
Professional Fees	232,823	246,857	194,089	101,937	149,379
Other	12,315	9,098	10,664	23,146	19,767
Total Expenditures	<u>\$ 730,602</u>	<u>\$ 704,966</u>	<u>\$ 538,669</u>	<u>\$ 420,800</u>	<u>\$ 374,508</u>
Excess (Deficiency) of Revenues Over Expenditures	\$ 308,433	\$ 259,394	\$ 236,024	\$ 136,563	\$ (11,586)
Beginning Fund Balance	\$ 661,040	\$ 401,646	\$ 165,622	\$ 29,059	\$ 40,645
Adjustments	-	-	-	-	-
Ending Fund Balance	<u>\$ 969,473</u>	<u>\$ 661,040</u>	<u>\$ 401,646</u>	<u>\$ 165,622</u>	<u>\$ 29,059</u>

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DEBT SERVICE REQUIREMENTS

TABLE 3 – DEBT SERVICE SCHEDULE

Fiscal Year Ended 9/30	Outstanding Debt			The Bonds			Total Debt Service
	Principal	Interest	Total	Principal	Interest ^(a)	Total	
2020	\$ 330,000	\$ 621,291	\$ 951,291	\$ 185,000	\$ 85,952	\$ 270,952	\$ 1,222,243
2021	540,000	613,516	1,153,516	130,000	127,413	257,413	1,410,929
2022	555,000	599,876	1,154,876	135,000	124,813	259,813	1,414,689
2023	575,000	585,416	1,160,416	140,000	122,113	262,113	1,422,529
2024	590,000	569,816	1,159,816	145,000	119,313	264,313	1,424,129
2025	615,000	552,006	1,167,006	150,000	116,413	266,413	1,433,419
2026	635,000	533,256	1,168,256	155,000	113,413	268,413	1,436,669
2027	660,000	513,175	1,173,175	160,000	110,313	270,313	1,443,488
2028	680,000	490,050	1,170,050	165,000	107,113	272,113	1,442,163
2029	705,000	466,275	1,171,275	175,000	103,400	278,400	1,449,675
2030	730,000	441,313	1,171,313	180,000	99,463	279,463	1,450,775
2031	755,000	415,125	1,170,125	185,000	94,963	279,963	1,450,088
2032	780,000	388,075	1,168,075	190,000	90,338	280,338	1,448,413
2033	810,000	359,019	1,169,019	200,000	85,350	285,350	1,454,369
2034	840,000	328,531	1,168,531	205,000	80,100	285,100	1,453,631
2035	880,000	296,919	1,176,919	215,000	74,463	289,463	1,466,381
2036	915,000	263,231	1,178,231	220,000	68,550	288,550	1,466,781
2037	950,000	228,200	1,178,200	230,000	61,950	291,950	1,470,150
2038	985,000	191,475	1,176,475	235,000	55,050	290,050	1,466,525
2039	1,025,000	153,163	1,178,163	245,000	48,000	293,000	1,471,163
2040	1,065,000	113,288	1,178,288	255,000	40,650	295,650	1,473,938
2041	890,000	71,563	961,563	260,000	33,000	293,000	1,254,563
2042	660,000	36,813	696,813	270,000	25,200	295,200	992,013
2043	290,000	11,963	301,963	280,000	17,100	297,100	599,063
2044	-	-	-	290,000	8,700	298,700	298,700
	<u>\$17,460,000</u>	<u>\$ 8,843,354</u>	<u>\$26,303,354</u>	<u>\$ 5,000,000</u>	<u>\$ 2,013,127</u>	<u>\$ 7,013,127</u>	<u>\$33,316,480</u>

(a) Interest calculated at the rates shown on the inside cover page.

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FINANCIAL STATEMENT
(Unaudited)

TABLE 4 – ASSESSED VALUE

2017 Certified Taxable Assessed Valuation	\$ 97,645,704 (a)
2018 Certified Taxable Assessed Valuation	\$ 134,087,268 (a)
2019 Certified Taxable Assessed Valuation	\$ 169,812,068 (a)
Estimated Taxable Assessed Value (as of September 1, 2019).....	\$ 194,698,000 (b)
 Gross Direct Debt Outstanding	 \$ 22,460,000 (c)
 Ratio of Gross Direct Debt Outstanding to 2019 Certified Assessed Valuation	 13.23%
Ratio of Gross Direct Debt Outstanding to Preliminary Assessed Valuation (as of September 1, 2019)	11.54%
 Estimated Population as of September 1, 2019: 1,176 ^(d)	

- (a) Assessed valuation of the District as reported by the Hays Central Appraisal District (“HCAD”). See “TAXING PROCEDURES.”
- (b) Estimated Taxable Assessed Valuation as of September 11, 2019 as provided by HCAD is included solely for purposes of illustration.
- (c) Includes the Bonds. See “DEBT SERVICE REQUIREMENTS.”
- (d) Based upon 3.5 residents per completed and occupied single family home.

TABLE 5 – UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED

Purpose	Date Authorized	Amount Authorized	Amount Heretofore Issued	Amount Being Issued	Unissued Balance
Water, Sewer, Drainage	11/6/2012	\$ 30,000,000	\$ 17,950,000	\$ 5,000,000	\$ 7,050,000
Refunding	11/6/2012	45,000,000	-	-	45,000,000
Total		<u>\$ 75,000,000</u>	<u>\$ 17,950,000</u>	<u>\$ 5,000,000</u>	<u>\$ 52,050,000</u>

TABLE 6 – CASH AND INVESTMENT BALANCES^{(a)(b)}

Operating Fund	\$ 954,358
Debt Service Fund.....	\$ 895,913
Capital Projects Fund.....	\$ 36,550

- (a) Unaudited as of September 11, 2019.
- (b) Excludes capitalized interest (\$74,388, approximately six months of interest at 2.98%) which is projected to be deposited into the Debt Service Fund from proceeds of the Bonds at closing. Neither Texas law nor the Bond Order requires the District to maintain any particular sum in the Debt Service Fund.

INVESTMENT AUTHORITY AND INVESTMENT PRACTICES OF THE DISTRICT . . . Under Texas law, the District is authorized to invest in (1) obligations of the United States or its agencies and instrumentalities, including letters of credit; (2) direct obligations of the State of Texas or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which is guaranteed or insured by or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (“FDIC”) or by explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the FDIC or the National Credit Union Share Insurance Fund or their respective successors; (8) certificates of deposit and share certificates meeting the requirements of the Texas Public Funds Investment Act (Chapter 2256, Texas Government Code, as amended) (the “PFIA”) (i) that are issued by or through an institution that has its main office or a branch office in Texas and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or are secured as to principal by obligations described in clauses (1) through (6) or in any other manner and amount provided by law for District deposits; or (ii) that are invested by the District through a depository institution that has its main office or a branch office in the State of Texas and otherwise meets the requirements of the PFIA; (9) fully collateralized repurchase agreements that have a defined termination date, are fully secured by obligations described in clause (1), and are placed through a primary government securities dealer or a financial institution doing

business in the State of Texas; (10) certain bankers' acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least "A-1" or "P-1" or the equivalent by at least one nationally recognized credit rating agency; (11) commercial paper with a stated maturity of 270 days or less that is rated at least "A-1" or "P-1" or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank; (12) no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that complies with Securities and Exchange Commission Rule 2a-7; (13) no-load mutual funds registered with the Securities and Exchange Commission that have an average weighted maturity of less than two years, and either has a duration of one year or more and is invested exclusively in obligations described in the this paragraph, or has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities; and (14) local government investment pools organized in accordance with the Interlocal Cooperation Act (Chapter 791, Texas Government Code) as amended, whose assets consist exclusively of the obligations that are described above. A public funds investment pool must be continuously ranked no lower than "AAA," "AAA-m" or at an equivalent rating by at least one nationally recognized rating service. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities in an amount at least equal to the amount of bond proceeds invested under such contract, other than the prohibited obligations described below.

A political subdivision such as the District may enter into securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (6) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than "A" or its equivalent or (c) cash invested in obligations described in clauses (1) through (6) above, clauses (11) through (13) above, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the District, held in the District's name and deposited at the time the investment is made with the District or a third party designated by the District; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State of Texas; and (iv) the agreement to lend securities has a term of one year or less.

The District may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than "AAA" or "AAAm" or an equivalent by at least one nationally recognized rating service. The District may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the District retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the District must do so by order, ordinance, or resolution.

The District is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Under Texas law, the District is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that include a list of authorized investments for District funds, the maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund, groups methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All District funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each fund's investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, the District's investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment considering the probable safety of capital and the probable income to be derived." At least quarterly the District's investment officers must submit an investment report to the Board of Directors detailing: (1) the investment position of the District, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, and any additions and changes to market value and the ending value of each pooled fund group, (4) the book value and market value of each separately listed asset at the beginning and end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategies and (b) Texas law. No person may invest District funds without express written authority from the Board of Directors.

Under Texas law, the District is additionally required to: (1) annually review its adopted policies and strategies, (2) require any investment officers with personal business relationships or family relationships with firms seeking to sell securities to the District to disclose the relationship and file a statement with the Texas Ethics Commission and the District, (3) require the registered principal of firms seeking to sell securities to the District to: (a) receive and review the District's investment policy, (b) acknowledge

that reasonable controls and procedures have been implemented to preclude imprudent investment activities, and (c) deliver a written statement attesting to these requirements; (4) in conjunction with its annual financial audit, perform a compliance audit of the management controls on investments and adherence to the District's investment policy, (5) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement, (6) restrict the investment in non-money market mutual funds in the aggregate to no more than 15% of the District's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service and (7) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements.

TABLE 7 – CURRENT INVESTMENTS

As of September 11, 2019, the District is currently invested in a bank Money Market Fund and TexPool. State law requires the District to mark its investments to market price each calendar quarter and upon the conclusion of each fiscal year, for the purpose of compliance with applicable accounting policies concerning the contents of the District's audited financial statements.

Investments	Market Value	% of Total
TexPool	\$ 1,817,171	96.31%
Money Market	69,649	3.69%
	\$ 1,886,821	100.00%

ESTIMATED OVERLAPPING DEBT STATEMENT . . . Other governmental entities whose boundaries overlap the District have outstanding bonds payable from ad valorem taxes. The following statement of direct and estimated overlapping ad valorem tax debt was developed from several sources, including information contained in "Texas Municipal Reports," published by the Municipal Advisory Council of Texas. Except for the amount relating to the District, the District has not independently verified the accuracy or completeness of such information, and no person is entitled to rely upon information as being accurate or complete. Furthermore, certain of the entities listed below may have issued additional bonds since the dates stated in this table, and such entities may have programs requiring the issuance of substantial amounts of additional bonds, the amount of which cannot be determined. Political subdivision overlapping the District are authorized by Texas law to levy and collect ad valorem taxes for operation, maintenance and/or general revenue purposes in addition to taxes of debt service and the tax burden for operation, maintenance and/or general purposes is not included in these figures.

Taxing Jurisdiction	Total Tax Supported Debt	Estimated % Applicable	District's Overlapping Tax Supported Debt as of 8/31/19
Hays County	\$ 508,912,697	0.59%	\$ 3,002,585
Dripping Springs ISD	272,034,999	2.50%	6,800,875
Caldwell Hays ESD #1	-	1.00%	-
Hays County ESD #6	-	1.00%	-
Reunion Ranch WCID	22,460,000	100.00%	22,460,000 ^(a)
Total Direct and Overlapping Tax Supported Debt			\$ 32,263,460
Ratio of Direct and Overlapping Tax Supported Debt to 2019 Certified TAV			19.00%
Ratio of Direct and Overlapping Tax Supported Debt to Preliminary TAV (as of 9/1/19)			16.57%

(a) Includes the Bonds.

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TAX DATA

TABLE 8 – TAX COLLECTIONS

The following statement of tax collections sets forth in condensed form the historical fiscal year tax collection experience of the District. Such summary has been prepared by the Financial Advisor for inclusion herein based upon information from District audits and records of the District's Tax Assessor/Collector. Reference is made to such audits and records for further and more complete information.

Fiscal Year Ended 9/30	Tax Rate	General Operating Fund	Debt I&S Fund	Tax Levy	% Total Collections
2015	\$ 0.8750	\$ 0.8750	\$ -	\$ 177,658	100.00%
2016	0.8750	0.7750	0.1000	348,841	100.00%
2017	0.8750	0.5250	0.3500	599,583	99.40%
2018	0.8750	0.3250	0.5500	854,400	99.45%
2019	0.8750	0.1750	0.7000	1,173,264	99.88% ^(a)
2020	0.8750	0.1500	0.7250	1,485,856	N/A

(a) Collections through July 31, 2019.

TABLE 9 – DISTRICT TAX RATES

	Tax Rates per \$100 Assessed Valuation				
	FY2020	FY2019	FY2018	FY2017	FY2016
Debt Service	\$ 0.7250	\$ 0.7000	\$ 0.5500	\$ 0.3500	\$ 0.1000
Maintenance	0.1500	0.1750	0.3250	0.5250	0.7750
Total	\$ 0.8750	\$ 0.8750	\$ 0.8750	\$ 0.8750	\$ 0.8750

TAX RATE LIMITATION . . . The District's tax rate for debt service on the Bonds is legally unlimited as to rate and amount.

MAINTENANCE TAX . . . The District has the statutory authority to levy and collect an annual ad valorem tax for maintaining, repairing and operating the District's facilities and for paying administrative expenses of the District, if such maintenance tax is authorized by the District's voters. An election for such a tax was held on November 7, 2006 at which time a maintenance tax not to exceed \$1.00 per \$100 assessed valuation was approved by the District's voters. The District adopted a 2019 tax year maintenance tax of \$0.1500 in September 2019.

TABLE 10 – PRINCIPAL TAXPAYERS . . . The following list of principal taxpayers was provided by the Hays Central Appraisal District based on the 2019 tax rolls of the District, which reflect ownership as of January 1 of each year shown.

Taxpayer	Taxable Assessed Value	% of 2019 Taxable Assessed Valuation
Taylor Morrison of Texas Inc. ^(a)	\$ 9,758,190	5.75%
Hays Reunion Ranch LP ^(a)	2,327,550	1.37%
Reunion Jack LLC	816,810	0.48%
Page, Daniel Martin & Marilee Mattern	763,560	0.45%
Khan, Farooq & Khalida Karim	759,470	0.45%
Lewis, Brant Carlton & Yogita Patel	753,080	0.44%
Taylor Morrison of Texas Inc. ^(a)	739,430	0.44%
McGowan, Joseph & Sandra	662,880	0.39%
Maclean, Andrew & Eunice	659,300	0.39%
Overington, Chandra Frances	653,280	0.38%
	<u>\$ 17,893,550</u>	<u>10.54%</u>

(a) The Developer.

TAXING PROCEDURES

AUTHORITY TO LEVY TAXES . . . The Board is authorized to levy an annual ad valorem tax on all taxable property within the District in an amount sufficient to pay the principal of and interest on the Bonds, its other remaining outstanding bonds, and any additional bonds payable from taxes which the District may hereafter issue (see “INVESTMENT CONSIDERATIONS – Future Debt”) and to pay the expenses of assessing and collecting such taxes. The District agrees in the Bond Order to levy such a tax from year-to-year as described more fully herein under “THE BONDS – Source of and Security for Payment.” Under Texas law, the Board is also authorized to levy and collect an ad valorem tax for the operation and maintenance of the District and its water and wastewater system and for the payment of certain contractual obligations, if authorized by its voters. See “TAX DATA – Maintenance Tax.”

PROPERTY TAX CODE AND COUNTY WIDE APPRAISAL DISTRICT . . . The Texas Property Tax Code (the “Property Tax Code”) specifies the taxing procedures of all political subdivisions of the State of Texas, including the District. Provisions of the Property Tax Code are complex and are not fully summarized here.

The Property Tax Code requires, among other matters, county-wide appraisal and equalization of taxable property values and establishes in each county of the State of Texas an appraisal district with the responsibility for recording and appraising property for all taxing units within a county and an appraisal review board with responsibility for reviewing and equalizing the values established by the appraisal district. HCAD has the responsibility for appraising property for all taxing units within Hays County, including the District. Such appraisal values are subject to review and change by the Hays Central Appraisal Review Board (the “Appraisal Review Board”).

PROPERTY SUBJECT TO TAXATION BY THE DISTRICT . . . *General:* Except for certain exemptions provided by Texas law, all real property, tangible personal property held or used for the production of income, mobile homes, and certain categories of intangible personal property with a tax situs in the District are subject to taxation by the District; however, no effort is expected to be made by HCAD to include on a tax roll tangible or intangible personal property not devoted to commercial or industrial use. Principal categories of exempt property include, but are not limited to: property owned by the State of Texas or its political subdivisions if the property is used for public purposes; property exempt from ad valorem taxation by federal law; income producing tangible personal property or mineral interest with a taxable value of less than \$500; certain property used for the control of air, water or land pollution; solar and wind powered energy devices; certain non-profit cemeteries, farm products owned by the producer, and certain property owned by qualified charitable, religious, veterans, youth development, fraternal organizations, designated historical sites, travel trailers, and most individually owned automobiles. Goods, wares, ores and merchandise (other than oil, gas, or petroleum products) that are acquired in or imported into the state and forwarded out of state within 175 days thereafter are also exempt. Article VIII, Section 1-a of the Texas Constitution grants a \$3,000 homestead exemption for all homesteads taxed by counties for farm-to-market roads and flood control purposes. Property owned by a disabled veteran or by the spouse of certain children of a deceased disabled veteran or a veteran who died while on active duty is partially exempt to between \$5,000 and \$12,000 of assessed value depending upon the disability rating of the veteran. A veteran who receives a disability rating of 100% is entitled to an exemption for the full value of the veteran’s residence homestead. Additionally, subject to certain conditions, the surviving spouse or a disabled veteran who is entitled to an exemption for the full value of the veteran’s residence homestead is also entitled to an exemption from taxation of the total appraised value of the same property to which the disabled veteran’s exemption applied. The surviving spouse of a member of the armed services who was killed in action is entitled to an exemption from taxation of the total appraised value of the surviving spouse’s residence homestead where certain conditions are met and, subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse.

The surviving spouse of a first responder who was killed or fatally injured in the line of duty is, subject to certain conditions, entitled to an exemption of the total appraised value of the surviving spouse’s residence homestead, and, subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse. Also partially exempt are residence homesteads of certain persons who are disabled or at least 65 years old, not less than \$3,000 of appraised value or such higher amount as the Board or the District’s voters may approve. Subject to certain conditions, the surviving spouse of a person 65 or older is entitled to an exemption for the same property in an amount equal to that which the deceased spouse was qualified. The District’s tax assessor is authorized by statute to disregard exemptions for the disabled and elderly if granting the exemption would impair the District’s obligation to pay tax-supported debt incurred prior to adoption of the exemption by the District. The District’s tax assessor/collector is authorized by statute to disregard such exemptions for the elderly and disabled if granting the exemptions would impair the District’s obligation to pay tax supported debt incurred prior to adoption of the exemptions by the District.

Residential Homestead Exemptions: The Property Tax Code authorizes the governing body of each political subdivision in the State to exempt up to twenty percent (20%) of the appraised value of residential homesteads from ad valorem taxation if the exemption is adopted by the governing body of the political subdivision before July 1. Where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. The District has never adopted a general homestead exemption.

Tax Abatement: Hays County and the District may enter into tax abatement agreements with owners of real property. The tax abatement agreements may exempt from ad valorem taxation by the applicable taxing jurisdiction for a period of up to ten years, all or any part of the increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year

in which the agreement is executed, on the condition that the property owner make specified improvements or repairs to the property in conformity with a comprehensive plan. To date, the District has not executed any abatement agreements.

Freeport Goods and Goods-in-Transit Exemption: Article VIII, Section 1-j of the Texas Constitution provides for an exemption from ad valorem taxation for “freeport property,” which is defined as goods detained in the state for 175 days or less for the purpose of assembly, storage, manufacturing, processing or fabrication. Taxing units that took action prior to April 1, 1990 may continue to tax freeport property and decisions to continue to tax freeport property may be reversed in the future. However, decisions to exempt freeport property are not subject to reversal. A “Goods-in-Transit” Exemption is applicable to the same categories of tangible personal property which are covered by the Freeport Exemption, if, for tax year 2011 and prior applicable years, such property is acquired in or imported into Texas for assembling, storing, manufacturing, processing, or fabricating purposes and is subsequently forwarded to another location inside or outside of Texas not later than 175 days after acquisition or importation, and the location where said property is detained during that period is not directly or indirectly owned or under the control of the property owner. For tax year 2012 and subsequent years, such Goods-in-Transit Exemption is limited to tangible personal property acquired in or imported into Texas for storage purposes only if such property is stored under a contract of bailment by a public warehouse operator at one or more public warehouse facilities in Texas that are not in any way owned or controlled by the owner of such property for the account of the person who acquired or imported such property. The exemption excludes oil, natural gas, petroleum products, aircraft and special inventory, including motor vehicle, vessel and outboard motor, heavy equipment and manufactured housing inventory. After holding a public hearing, a taxing unit may take action by January 1 of the year preceding a tax year to tax goods-in-transit during the following tax year. A taxpayer may obtain only a freeport exemption or a goods-in-transit exemption for items of personal property. Freeport goods are exempt from taxation by the District. The District has elected to tax goods-in-transit.

Agricultural Waiver: Much of the undeveloped acreage within the District is subject to an agricultural exemption, however, the Developer executed an agreement, which was recorded in the real property records of Hays County, and which contains covenants running with the land, waiving the right to have certain land located within the District classified as agricultural, open-space or timberland. In addition, the Developer has waived the right to have the lots and houses (if any) classified as business inventory. Such agreements may not be modified without the approval of the TCEQ and are binding on purchasers of such land from the Developer.

VALUATION OF PROPERTY FOR TAXATION . . . Generally, property in the District must be appraised by HCAD at one hundred percent (100%) of market value as of January 1 of each year. Once an appraisal roll is prepared and formally approved by the Appraisal Review Board, it is used by the District in establishing its tax rolls and tax rate. Assessments under the Property Tax Code are to be based on one hundred percent (100%) of market value, as such is defined in the Property Tax Code.

The Property Tax Code permits land designated for agricultural use, open space or timberland to be appraised at its value based on the land’s capacity to produce agricultural or timber products rather than at its fair market value. The Property Tax Code permits under certain circumstances that residential real property inventory held by a person in the trade or business be valued at the price that such property would bring if sold as a unit to a purchaser who would continue the business. Landowners wishing to avail themselves of the agricultural use, open space or timberland designation or residential real property inventory designation must apply for the designation and the appraiser is required by the Property Tax Code to act on each claimant’s right to the designation individually. A claimant may waive the special valuation as to taxation by some political subdivisions while claiming it as to another. If a claimant receives the agricultural use designation and later loses it by changing the use of the property or selling it to an unqualified owner, the District can collect taxes based on the new use, including taxes for the previous three years for agricultural use and taxes for the previous five years for open space land and timberland.

The Property Tax Code requires HCAD to implement a plan for periodic reappraisal of property. The plan must provide for appraisal of all real property in HCAD at least once every three (3) years. It is not known what frequency of reappraisal will be utilized by HCAD or whether reappraisals will be conducted on a zone or county-wide basis. The District, however, at its expense has the right to obtain from the Appraisal District a current estimate of appraised values within the District or an estimate of any new property or improvements within the District. While such current estimate of appraised values may serve to indicate the rate and extent of growth of taxable values within the District, it cannot be used for establishing a tax rate within the District until such time as HCAD chooses formally to include such values on its appraisal roll.

DISTRICT AND TAXPAYER REMEDIES . . . Under certain circumstances taxpayers and taxing units (such as the District), may appeal the orders of the Appraisal Review Board by filing a timely petition for review in State district court. In such event, the value of the property in question will be determined by the court or by a jury, if requested by any party. Additionally, taxing units may bring suit against HCAD to compel compliance with the Property Tax Code.

The Property Tax Code sets forth notice and hearing procedures for certain tax rate increases by the District and provides for taxpayer referenda which could result in the repeal of certain tax increases. The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property values, appraisals which are higher than renditions, and appraisals of property not previously on an appraisal roll.

LEVY AND COLLECTION OF TAXES . . . The District is responsible for the levy and collection of its taxes unless it elects to transfer the collection functions to another governmental entity. By September 1 of each year, or as soon thereafter as practicable, the rate of taxation is set by the Board based upon the valuation of property within the District as of the preceding January 1. Taxes are

due October 1, or when billed, whichever comes later, and become delinquent after January 31 of the following year. A delinquent tax incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. If the tax is not paid by July 1 of the year in which it becomes delinquent, the tax incurs a total penalty of twelve percent (12%) regardless of the number of months the tax has been delinquent and incurs an additional penalty of up to fifteen percent (15%) if imposed by the District. The delinquent tax also accrues interest at a rate of one percent (1%) for each month or portion of a month it remains unpaid. The Property Tax Code also makes provision for the split payment of taxes, discounts for early payment and the postponement of the delinquency date of taxes under certain circumstances.

The District's tax collector is required to enter into an installment payment agreement with any person who is delinquent on the payment of tax on a residence homestead for payment of tax, penalties and interest, if the person requests an installment agreement and has not entered into an installment agreement with the collector in the preceding 24 months. The installment agreement must provide for payments to be made in monthly installments and must extend for a period of at least 12 months and no more than 36 months. Additionally, the owner of a residential homestead property who is (i) sixty-five (65) years of age or older, (ii) disabled, or (iii) a disabled veteran, is entitled by law to pay current taxes on a residential homestead in installments without penalty or to defer the payment of taxes during the time of ownership. In the instance of tax deferral, a tax lien remains on the property and interest continue to accrue during the period of deferral.

ROLLBACK OF OPERATION AND MAINTENANCE TAX RATE . . . Under current law, the qualified voters of the District have the right to petition for a rollback of the District's operation and maintenance tax rate only if the total tax bill on the average residence homestead increases by more than eight percent. If a rollback election is called and passes, the rollback tax rate is the current year's debt service and contract tax rates plus 1.08 times the previous year's operation and maintenance tax rate. Thus, debt service and contract tax rates cannot be changed by a rollback election.

During the 86th Regular Legislative Session, Senate Bill 2 ("SB 2") was passed and signed by the Governor, with an effective date of January 1, 2020, which effectively restricts increases in the District's operation and maintenance tax rates by requiring rollback elections to reduce the operation and maintenance tax component of the District's total tax rate (collectively, the debt service tax rate, maintenance and operations tax rate and contract tax rate are the "total tax rate"). See "SELECTED FINANCIAL INFORMATION" for a description of the District's current total tax rate. SB 2 requires a reduction in the operation and maintenance tax component of the District's total tax rate if the District's total tax rate surpasses the thresholds for specific classes of districts in SB 2. Debt service and contract tax rates cannot be reduced by a rollback election held within any of the districts described below.

SB 2 classifies districts differently based on the current operation and maintenance tax rate or on the percentage of build-out that the District has completed. Districts that have adopted an operation and maintenance tax rate for the current year that is 2.5 cents or less per \$100 of taxable value are classified as "Low Tax Rate Districts." Districts that have financed, completed, and issued bonds to pay for all improvements and facilities necessary to serve at least 95% of the projected build-out of the district are classified as "Developed Districts." Districts that do not meet either of the classifications previously discussed are classified herein as "Other Districts." The impact each classification has on the ability of a district to increase its maintenance and operations tax rate pursuant to SB 2 is described for each classification below.

Low Tax Rate Districts

Low Tax Rate Districts that adopt a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions, are required to hold a rollback election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Low Tax Rate District is the current year's debt service and contract tax rate plus 1.08 times the previous year's operation and maintenance tax rate.

Developed Districts

Developed Districts that adopt a total tax rate that would impose more than 1.035 times the amount of the total tax imposed by the district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions for the preceding tax year, plus any unused increment rates, as calculated and described in Section 26.013 of the Tax Code, are required to hold a rollback election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Developed District is the current year's debt service and contract tax rate plus 1.035 times the previous year's operation and maintenance tax rate plus any unused increment rates. In addition, if any part of a Developed District lies within an area declared for disaster by the Governor of Texas or President of the United States, alternative procedures and rate limitations may apply for a temporary period. If a district qualifies as both a Low Tax Rate District and a Developed District, the district will be subject to the operation and maintenance tax threshold applicable to Low Tax Rate Districts.

Other Districts

Districts that do not meet the classification of a Low Tax Rate District or a Developed District are classified as Other Districts. The qualified voters of these districts, upon the Other District's adoption of a total tax rate that would impose more than 1.08 times

the amount of the total tax rate imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions, are authorized to petition for an election to reduce the operation and maintenance tax rate. If a rollback election is called and passes, the total tax rate for Other Districts is the current year's debt service and contract tax rate plus 1.08 times the previous year's operation and maintenance tax rate.

The District

A determination as to a district's status as a Low Tax Rate District, Developed District or Other District will be made on an annual basis, at the time a district sets its tax rate, beginning with the 2020 tax rate. The District cannot give any assurances as to what its classification will be at any point in time or whether the District's future tax rates will result in a total tax rate that will reclassify the District into a new classification and new rollback election calculation.

DISTRICT'S RIGHTS IN THE EVENT OF TAX DELINQUENCIES . . . Taxes levied by the District are a personal obligation of the owner of the property on January 1 of the year for which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all state and local taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of the State of Texas and each local taxing unit, including the District, having power to tax the property. The District's tax lien is on a parity with tax liens of such other taxing units. See "FINANCIAL STATEMENT – Overlapping Taxes for 2017." A tax lien on real property takes priority over the claim of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien; however, whether a lien of the United States is on a parity with or takes priority over a tax lien of the District is determined by applicable federal law. Personal property under certain circumstances is subject to seizure and sale for the payment of delinquent taxes, penalty, and interest.

At any time after taxes on property become delinquent, the District may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the District must join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, by taxpayer redemption rights (a taxpayer may redeem property within two years after the purchaser's deed issued at the foreclosure sale is filed in the county records) or by bankruptcy proceedings which restrict the collection of taxpayer debts. See "INVESTMENT CONSIDERATIONS – General – Tax Collections and Foreclosure Remedies."

EFFECT OF FIRREA ON TAX COLLECTIONS . . . The "Financial Institutions Reform, Recovery and Enforcement Act of 1989" ("FIRREA") contains provisions which affect the time for protesting property valuations, the fixing of tax liens and the collection of penalties and interest on delinquent taxes on real property owned by the Federal Deposit Insurance Corporation ("FDIC") when the FDIC is acting as the conservator or receiver of an insolvent financial institution. Under FIRREA, real property held by the FDIC is still subject to ad valorem taxation, but such act states (i) that no real property of the FDIC shall be subject to foreclosure or sale without the consent of the FDIC and no involuntary lien shall attach to such property, (ii) the FDIC shall not be liable for any penalties or fines, including those arising from the failure to pay any real property taxes when due and (iii) notwithstanding the failure of a person to challenge an appraisal in accordance with state law, such value shall be determined as of the period for which such tax is imposed.

To the extent that the FIRREA provisions are valid and applicable to any property in the District, and to the extent that the FDIC attempts to enforce the same, these provisions may affect the timeliness of collection of taxes on property owned by the FDIC in the District, and may prevent the collection of penalties and interest on such taxes.

LEGAL MATTERS

LEGAL OPINIONS . . . Issuance of the Bonds is subject to the approving legal opinion of the Attorney General of Texas to the effect that the Bonds are valid and binding obligations of the District payable from the proceeds of an annual ad valorem tax levied, without legal limit as to rate or amount, upon all taxable property within the District. Issuance of the Bonds is also subject to the legal opinion of McCall, Parkhurst & Horton L.L.P., Austin, Texas ("Bond Counsel"), based upon examination of a transcript of the proceedings incident to authorization and issuance of the Bonds, to the effect that the Bonds are valid and binding obligations of the District payable from the sources and enforceable in accordance with the terms and conditions described therein, except to the extent that the enforceability thereof may be affected by governmental immunity, bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights or the exercise of judicial discretion in accordance with general principles of equity. Bond Counsel's legal opinion will also address the matters described below under "TAX MATTERS." Such opinions will express no opinion with respect to the sufficiency of the security for or the marketability of the Bonds. In connection with the issuance of the Bonds, Bond Counsel has been engaged by, and only represents, the District.

The legal fees to be paid Bond Counsel for services rendered in connection with the issuance of the Bonds are based upon a percentage of Bonds actually issued, sold and delivered, and therefore, such fees are contingent upon the sale and delivery of the Bonds.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does

not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

NO-LITIGATION CERTIFICATE . . . The District will furnish to the Initial Purchaser a certificate, dated as of the date of delivery of the Bonds, executed by both the President and Secretary of the Board, to the effect that no litigation of any nature has been filed or is then pending or threatened, either in state or federal courts, contesting or attacking the Bonds; restraining or enjoining the issuance, execution or delivery of the Bonds; affecting the provisions made for the payment of or security for the Bonds; in any manner questioning the authority or proceedings for the issuance, execution, or delivery of the Bonds; or affecting the validity of the Bonds.

NO MATERIAL ADVERSE CHANGE . . . The obligations of the Initial Purchaser to take and pay for the Bonds, and of the District to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the condition (financial or otherwise) of the District from that set forth or contemplated in the Official Statement.

TAX MATTERS

OPINION . . . On the date of initial delivery of the Bonds, McCall, Parkhurst & Horton L.L.P., Bond Counsel, will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof (“Existing Law”) (1) interest on the Bonds for federal income tax purposes will be excludable from the “gross income” of the holders thereof and (2) the Bonds will not be treated as “specified private activity bonds” the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the “Code”). Except as stated above, Bond Counsel will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Bonds. See “APPENDIX B – Form of Bond Counsel Opinion.”

In rendering its opinion, Bond Counsel will rely upon (a) the District’s federal tax certificate, and (b) covenants of the District relating to arbitrage and the application of the proceeds of the Bonds and the property financed or refinanced therewith. Failure by the District to comply with these representations or covenants could cause the interest on the Bonds to become included in gross income retroactively to the date of issuance.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Bonds in order for the interest on the Bonds to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Bonds to be included to gross income retroactively to the date of issuance of the Bonds. The opinion of Bond Counsel is conditioned on compliance by the District with the covenants and requirements, and Bond Counsel has not been retained to monitor compliance with these requirements subsequent to the issuance of the Bonds.

Bond Counsel’s opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel’s opinion is not a guarantee of a result. Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that such Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds.

A ruling was not sought from the Internal Revenue Service by the District with respect to the Bonds or the property financed or refinanced with the proceeds of the Bonds. Bond Counsel’s opinion represents its legal judgement based upon its review of Existing Law and the representations of the District that it deems relevant to render such opinion and is not a guarantee of a result. No assurances can be given as to whether the Internal Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an Internal Revenue Service audit is commenced, under current procedures the Internal Revenue Service is likely to treat the District as the taxpayer and the Bondholders may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

FEDERAL INCOME TAX ACCOUNTING TREATMENT OF ORIGINAL ISSUE DISCOUNT . . . The initial public offering price to be paid for one or more maturities of the Bonds is less than the principal amount thereof or one or more periods for the payment of interest on the Bonds may not be equal to the accrual period or be in excess of one year (the “Original Issue Discount Bonds”). In such event, the difference between (i) the “stated redemption price at maturity” of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The “stated redemption price at maturity” means the sum of all payments to be made on the Bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

COLLATERAL FEDERAL INCOME TAX CONSEQUENCES . . . The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on existing statutes, regulations, published rulings and court decisions accumulated, all of which are subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with subchapter C earnings and profits, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium assistance credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM RECENTLY ENACTED LEGISLATION OR THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount bonds" to the extent such gain does not exceed the accrued market discount of such bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

STATE, LOCAL AND FOREIGN TAXES . . . Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

INFORMATION REPORTING AND BACKUP WITHHOLDING . . . Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Bonds will be sent to each registered holder and to the IRS. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner's social security number or other taxpayer identification number ("TIN"), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient's federal income tax. Special rules apply to partnerships, estates and trusts, and in certain circumstances, and in respect of Non-U.S. Holders, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

FUTURE AND PROPOSED LEGISLATION . . . Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

QUALIFIED TAX-EXEMPT OBLIGATIONS FOR FINANCIAL INSTITUTIONS . . . Section 265(a) of the Code provides, in pertinent part, that interest paid or incurred by a taxpayer, including a “financial institution,” on indebtedness incurred or continued to purchase or carry tax-exempt obligations is not deductible in determining the taxpayer’s taxable income. Section 265(b) of the Code provides an exception to the disallowance of such deduction for any interest expense paid or incurred on indebtedness of a taxpayer that is a “financial institution” allocable to tax-exempt obligation, other than “private activity bonds,” that are designated by a “qualified small issuer” as “qualified tax-exempt obligations.” A “qualified small issuer” is any governmental issuer (together with any “on-behalf of” and “subordinate” issuers) who issues no more than \$10,000,000 of tax- exempt obligations during the calendar year. Section 265(b)(5) of the Code defines the term “financial institution” as any “bank” described in Section 585(a)(2) of the Code, or any person accepting deposits from the public in the ordinary course of such person’s trade or business that is subject to federal or state supervision as a financial institution. Notwithstanding the exception to the disallowance of the deduction of interest on indebtedness related to “qualified tax-exempt obligations” provided by Section 265(b) of the Code, Section 291 of the Code provides that the allowable deduction to a “bank,” as defined in Section 585(a)(2) of the Code, for interest on indebtedness incurred or continued to purchase “qualified tax-exempt obligations” shall be reduced by twenty-percent (20%) as a “financial institution preference item.”

The District has designated the Bonds as “qualified tax-exempt obligations” within the meaning of section 265(b) of the Code. In furtherance of that designation, the District covenants to take such action that would assure, or to refrain from such action that would adversely affect, the treatment of the Bonds as “qualified tax-exempt obligations.” **Potential purchasers should be aware that if the issue price to the public exceeds \$10,000,000, there is a reasonable basis to conclude that the payment of a de minimis amount of premium in excess of \$10,000,000 is disregarded; however, the Internal Revenue Service could take a contrary view. If the Internal Revenue Service takes the position that the amount of such premium is not disregarded, then such obligations might fail to satisfy the \$10,000,000 limitation and the Bonds would not be “qualified tax-exempt obligations.”**

CONTINUING DISCLOSURE OF INFORMATION

In the Bond Order, the District has made the following agreement for the benefit of the registered and beneficial owners. The District is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the District will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified events, to the Municipal Securities Rulemaking Board (“MSRB”). This information will be available free of charge from the MSRB via its Electronic Municipal Market Access system at www.emma.msrb.org.

ANNUAL REPORTS . . . The District will provide certain updated financial information and operating data to certain information to the MSRB annually. The information to be updated includes all quantitative financial information and operating data with respect to the District of the general type included in this Official Statement under Tables 1 through 9 and in “APPENDIX A – Excerpts from the Annual Financial Report,” if audited such financial statements in APPENDIX A are then available. The District will update and provide this information within six months after the end of each fiscal year. The District will provide the updated information to the MSRB.

The District may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by SEC Rule 15c2-12 (the “Rule”). The updated information will include audited financial statements, if completed by the required time. If audited financial statements are not available within twelve months after any such fiscal year end, the District will file unaudited financial statements within twelve months after any such fiscal year end, and audited financial statements when the audit report becomes available. Any such financial statements will be prepared in accordance with the accounting principles described in “APPENDIX A – Excerpts from the Annual Financial Report” or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation.

The District’s current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 of each year unless the District changes its fiscal year. If the District changes its fiscal year, it will notify the MSRB of the change.

NOTICE OF CERTAIN EVENTS . . . The District will provide timely notices of certain events to the MSRB, but in no event will such notices be provided to the MSRB in excess of ten business days after the occurrence of an event. The District will provide notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of Beneficial Owners of the Bonds, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of

the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the District or other obligated person within the meaning of CFR § 240.15c2-12 (the “Rule”); (13) consummation of a merger, consolidation, or acquisition involving the District or other obligated person within the meaning of the Rule or the sale of all or substantially all of the assets of the District or other obligated person within the meaning of the Rule, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of financial obligation (as defined by the Rule, which includes certain debt, debt-like, and debt-related obligations) of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties. Neither the Bonds nor the Bond Order make any provision for debt service reserve or a trustee.

The District will provide notice of the aforementioned events to the MSRB in a timely manner (but not in excess of ten business days after the occurrence of the event). The District will also provide timely notice of any failure by the District to provide annual financial information in accordance with their agreement described above under “– Annual Reports.”

AVAILABILITY OF INFORMATION FROM THE MSRB . . . The District has agreed to provide the foregoing information only to the MSRB. All documents provided by the District to the MSRB described above under “Annual Reports” and “Notice of Certain Events” will be in an electronic format and accompanied by identifying information as prescribed by the MSRB.

The address of the MSRB is 1900 Duke Street, Suite 600, Alexandria, VA 22314, and its telephone number is (703) 797-6600.

LIMITATIONS AND AMENDMENTS . . . The District has agreed to update information and to provide notices of specified events only as described above. The District has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The District makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The District disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although Registered Owners may seek a writ of mandamus to compel the District to comply with its agreement.

This continuing disclosure agreement may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of the Bond Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Holders and beneficial owners of the Bonds. The District may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

FINANCIAL ADVISOR

The Official Statement was compiled and edited under the supervision of Specialized Public Finance Inc. (the “Financial Advisor”), which firm is currently employed as Financial Advisor to the District. The fees paid to the Financial Advisor for services rendered in connection with the issuance and sale of the Bonds are based on a percentage of the Bonds actually issued, sold and delivered, and therefore such fees are contingent on the sale and delivery of the Bonds.

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OFFICIAL STATEMENT

PREPARATION . . . The District has no employees but engages various professionals and consultants to assist the District in the day-to-day activities of the District. See “The District.” The Board of Directors in its official capacity has relied upon the below mentioned experts and sources in preparation of this Official Statement. The information in this Official Statement was compiled and edited by the Financial Advisor. In addition to compiling and editing such information, the Financial Advisor has obtained the information set forth herein under the captions indicated from sources including: Murfee Engineering Company; Taylor Morrison of Texas Inc.; Bott Douthitt, PLLC; and Willatt & Flickinger, PLLC.

UPDATING THE OFFICIAL STATEMENT DURING UNDERWRITING PERIOD . . . If, subsequent to the date of the Official Statement to and including the date the Initial Purchaser is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the “end of the underwriting period” (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from a nationally recognized repository but in no case less than 25 days after the “end of the underwriting period”), the District learns or is notified by the Initial Purchaser of any adverse event which causes any of the key representations in the Official Statement to be materially misleading, the District will promptly prepare and supply to the Initial Purchaser a supplement to the Official Statement which corrects such representation to the reasonable satisfaction of the Initial Purchaser, unless the Initial Purchaser elects to terminate its obligation to purchase the Bonds as described in the Notice of Sale under the heading “DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS – Delivery.” The obligation of the District to update or change the Official Statement will terminate when the District delivers the Bonds to the Initial Purchaser (the “end of the underwriting period” within the meaning of the Rule), unless the Initial Purchaser provides written notice to the District that less than all of the Bonds have been sold to ultimate customers on or before such date, in which case the obligation to update or change the Official Statement will extend for an additional period of time of 25 days after all of the Bonds have been sold to ultimate customers. In the event the Initial Purchaser provides written notice to the District that less than all of the Bonds have been sold to ultimate customers, the Initial Purchaser agrees to notify the District in writing following the occurrence of the “end of the underwriting period” as defined in the Rule.

CERTIFICATION AS TO OFFICIAL STATEMENT . . . The District, acting by and through its Board of Directors in its official capacity in reliance upon the experts listed above, hereby certifies, as of the date hereof, that to the best of its knowledge and belief, the information, statements and descriptions pertaining to the District and its affairs herein contain no untrue statements of a material fact and do not omit to state any material fact necessary to make the statements herein, in light of the circumstances under which they were made, not misleading. The information, description and statements concerning entities other than the District, including particularly other governmental entities, have been obtained from sources believed to be reliable, but the District has made no independent investigation or verification of such matters and makes no representation as to the accuracy or completeness thereof. Except as set forth in “CONTINUING DISCLOSURE OF INFORMATION” herein, the District has no obligation to disclose any changes in the affairs of the District and other matters described in this Official Statement subsequent to the “end of the underwriting period” which shall end when the District delivers the Bonds to the Initial Purchaser at closing, unless extended by the Initial Purchaser. All information with respect to the resale of the Bonds subsequent to the “end of the underwriting period” is the responsibility of the Initial Purchaser.

ANNUAL AUDITS . . . Under Texas Law, the District must keep its fiscal records in accordance with generally accepted accounting principles. It must also have its financial accounts and records audited by a certified or permitted public accountant within 120 days after the close of each fiscal year of the District, and must file each audit report with the TCEQ within 135 days after the close of the fiscal year so long as the District has bond outstanding. Copies of each audit report must also be filed in the office of the District. The District’s fiscal records and audit reports are available for public inspection during regular business hours, and the District is required by law to provide a copy of the District’s audit reports to any Registered Owner or other member of the public within a reasonable time on request, upon payment of prescribed charges.

This Official Statement was approved by the Board of Directors of Reunion Ranch Water Control and Improvement District, as of the date shown on the first page hereof.

/s/ THOMAS J. ROGERS
Secretary, Board of Directors
Reunion Ranch Water Control and Improvement District

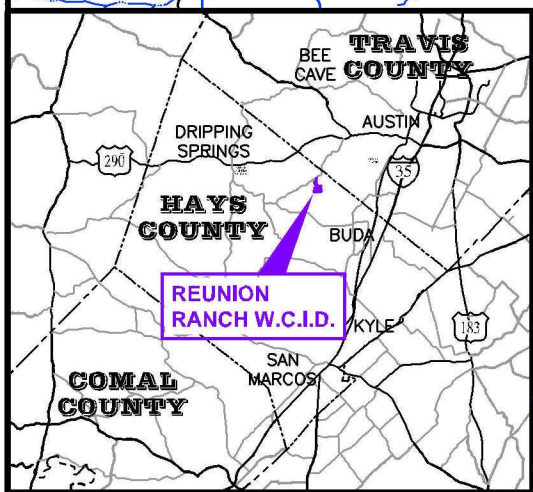
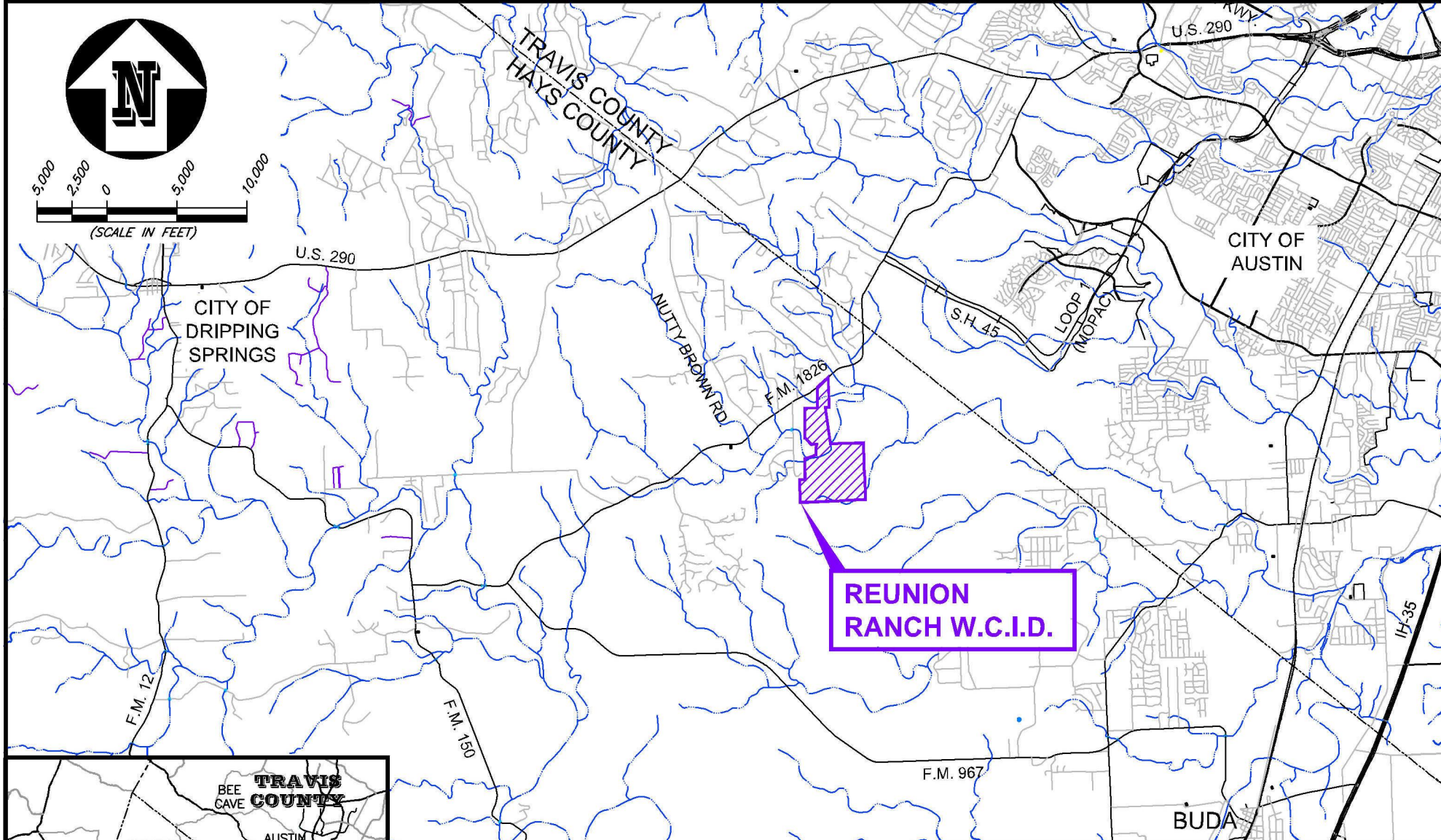
/s/ NATHAN NEESE
President, Board of Directors
Reunion Ranch Water Control and Improvement District

LOCATION MAP

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5,000 2,500 0 5,000 10,000
(SCALE IN FEET)



Murfee Engineering Company

REUNION RANCH W.C.I.D. LOCATION MAP

1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746 (512) 327-9204

FILE(LAYOUT): \\Murfee-dcl\mec\121002190\RRWCID-Bond App 1-Location Map.dwg (DATE: 12/29/2014)

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PHOTOGRAPHS

The homes shown in the attached photographs are representative of the type of construction presently located within the District, and these photographs are presented solely to illustrate such construction.

The District makes no representation that any additional construction such as that as illustrated in the following photographs will occur in the District. See "THE DISTRICT."

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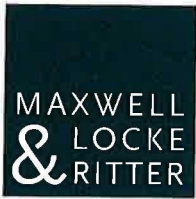
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APPENDIX A

EXCERPTS FROM THE ANNUAL FINANCIAL REPORT

The information contained in this APPENDIX has been excerpted from the financial statements of Reunion Ranch Water Control and Improvement District for the fiscal year ended September 30, 2018, as prepared by the District's auditor Maxwell Locke & Ritter.

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MAXWELL LOCKE & RITTER LLP

Accountants and Consultants

An Affiliate of CPAmerica International

tel (512) 370 3200 fax (512) 370 3250
www.mlrpc.com

Austin: 401 Congress Avenue, Suite 1100
Austin, TX 78701

Round Rock: 411 West Main Street, Suite 300
Round Rock, TX 78664

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Reunion Ranch Water Control and Improvement District:

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Reunion Ranch Water Control and Improvement District (the "District"), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

Affiliated Company

ML&R WEALTH MANAGEMENT LLC

*"A Registered Investment Advisor"
This firm is not a CPA firm*

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2018, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages MDA-1 through MDA-6 and FS-17, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The Texas supplemental information and other supplemental information listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Texas supplemental information listed in the table of contents is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Texas supplemental information listed in the table of contents is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The other supplemental information listed in the table of contents has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Maxwell Locke + Ritter LLP

Austin, Texas
January 15, 2019

**MANAGEMENT'S DISCUSSION
AND ANALYSIS**

REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED SEPTEMBER 30, 2018

In accordance with Governmental Accounting Standards Board Statement 34 ("GASB 34"), the management of Reunion Ranch Water Control and Improvement District (the "District") offers the following discussion and analysis to provide an overview of the District's financial activities for the year ended September 30, 2018. Since this information is designed to focus on the current year's activities, resulting changes, and currently known facts, it should be read in conjunction with the District's basic financial statements that follow.

FINANCIAL HIGHLIGHTS

- *General Fund:* At the end of the current fiscal year, the fund balance was \$969,473, an increase of \$308,433 from the previous fiscal year. General Fund revenues increased from \$964,360 in the previous fiscal year to \$1,039,035 in the current fiscal year primarily due to additional service fee revenues generated from new connections within the District.
- *Debt Service Fund:* During fiscal year 2018, the District issued \$5,750,000 in Unlimited Tax Bonds, Series 2017. As a result, fund balance restricted for debt service increased from \$503,808 as of September 30, 2017 to \$700,545 as of September 30, 2018. Debt Service Fund revenues (including other financing sources) totaled \$770,166 in the current fiscal year while expenditures totaled \$573,429.
- *Capital Projects Fund:* Fund balance restricted for capital projects increased from \$64,051 as of September 30, 2017 to \$469,305 as of September 30, 2018. In conjunction with the issuance of \$5,750,000 in Unlimited Tax Bonds, the District expended \$4,160,505 in capital outlay (related to construction of the water, wastewater and drainage system), \$556,662 in reimbursement for prior year's operating advances and \$439,648 in bond issuance costs during the current fiscal year. Capital Projects Fund revenues (including net other financing sources) totaled \$5,562,069 in the current fiscal year.
- *Governmental Activities:* On a government-wide basis for governmental activities, the District had expenses net of revenues of \$163,888 during the current fiscal year. Net position decreased from a deficit balance of \$664,320 at September 30, 2017 to a deficit balance of \$828,208 at September 30, 2018.

OVERVIEW OF THE DISTRICT

The District was duly created by order of the Texas Commission on Environmental Quality (the "Commission") dated August 15, 2005 as a conservation and reclamation district created under and essentially to accomplish the purposes of Section 59, Article XVI of the Texas Constitution.

REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED SEPTEMBER 30, 2018

USING THIS ANNUAL REPORT

This annual report consists of six parts:

1. *Management's Discussion and Analysis* (this section)
2. *Basic Financial Statements*
3. *Notes to the Basic Financial Statements*
4. *Required Supplementary Information*
5. *Texas Supplemental Information* (required by the Texas Commission on Environmental Quality (the TSI section))
6. *Other Supplemental Information* (the OSI section)

For purposes of GASB 34, the District is considered a special purpose government. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements that are prepared on the modified accrual basis of accounting is met with the "Governmental Funds Total" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. Government-wide statements are comprised of the Statement of Net Position and the Statement of Activities.

OVERVIEW OF THE FINANCIAL STATEMENTS

The *Statement of Net Position and Governmental Funds Balance Sheet* includes a column (titled "Governmental Funds Total") that represents a balance sheet prepared using the modified accrual basis of accounting. This method measures cash and all other financial assets that can be readily converted to cash. The adjustments column converts those balances to a balance sheet that more closely reflects a private-sector business. Over time, increases or decreases in the District's net position will indicate financial health.

The *Statement of Activities and Governmental Funds Revenues, Expenditures and Changes in Fund Balances* includes a column (titled "Governmental Funds Total") that derives the change in fund balances resulting from current year revenues, expenditures, and other financing sources or uses. These amounts are prepared using the modified accrual basis of accounting. The adjustments column converts those activities to full accrual, a basis that more closely represents the income statement of a private-sector business.

The *Notes to the Basic Financial Statements* provide additional information that is essential to a full understanding of the information presented in the *Statement of Net Position and Governmental Funds Balance Sheet* and the *Statement of Activities and Governmental Funds Revenues, Expenditures, and Changes in Fund Balances*.

The *Required Supplementary Information* presents a comparison statement between the District's adopted budget and its actual results for the General Fund.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2018**

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

Statement of Net Position:

The following table reflects the condensed Statement of Net Position:

Summary Statement of Net Position

	Governmental Activities		Change Increase (Decrease)
	2018	2017	
Current and other assets	\$ 2,591,814	\$ 1,488,617	\$ 1,103,197
Capital and non-current assets	9,819,783	5,855,678	3,964,105
Total Assets	12,411,597	7,344,295	5,067,302
Current liabilities	724,841	452,993	271,848
Long-term liabilities	12,514,964	7,555,622	4,959,342
Total Liabilities	13,239,805	8,008,615	5,231,190
Net investment in capital assets	(2,368,891)	(1,248,487)	(1,120,404)
Restricted for debt service	648,621	472,559	176,062
Unrestricted	892,062	111,608	780,454
Total Net Position	\$ (828,208)	\$ (664,320)	\$ (163,888)

The District's net position decreased by \$163,888 to a deficit balance of \$828,208 from the previous year's deficit balance of \$664,320. The decrease is primarily a result of the District's bond issuance in December 2017 totaling \$5,750,000, for which all related principal remains outstanding at September 30, 2018.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2018**

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE (continued) -

Revenues and Expenses:

Summary Statement of Activities

	Governmental Activities		Change Increase
	2018	2017	(Decrease)
Property taxes, including penalties	\$ 892,253	\$ 630,353	\$ 261,900
Service account revenues, including penalties	571,257	478,687	92,570
Tap connection/inspection fees	112,500	108,300	4,200
Interest and other revenue	33,919	9,253	24,666
Total Revenues	1,609,929	1,226,593	383,336
Water reservation/monthly charges/purchases	242,313	210,910	31,403
District operations	315,904	298,276	17,628
Professional fees	148,593	175,204	(26,611)
Other	106,101	22,816	83,285
Debt service	760,784	546,725	214,059
Depreciation/amortization	200,122	108,516	91,606
Total Expenses	1,773,817	1,362,447	411,370
Change in Net Position	(163,888)	(135,854)	(28,034)
Beginning Net Position	(664,320)	(528,466)	(135,854)
Ending Net Position	\$ (828,208)	\$ (664,320)	\$ (163,888)

Revenues were \$1,609,929 for the fiscal year ended September 30, 2018, while expenses were \$1,773,817. Net position decreased \$163,888 for the fiscal year ended September 30, 2018.

Property tax revenues in the current fiscal year totaled \$892,253, up from \$630,353 during fiscal year 2017. Property tax revenue is derived from taxes being levied based upon the assessed value of real and personal property within the District. Property taxes levied for the 2017 tax year (September 30, 2018 fiscal year) were based upon a current assessed value of \$100,215,066 and a tax rate of \$0.875 per \$100 of assessed valuation. Property taxes levied for the 2016 tax year (September 30, 2017 fiscal year) were based upon a current assessed value of \$70,472,972 and a tax rate of \$0.875 per \$100 of assessed valuation.

The tax rate levied is determined after the District's Board of Directors (the "Board") reviews the General Fund budget requirements and the Debt Service Fund debt service obligations of the District. The District's primary revenue sources during fiscal year 2018 were property taxes and service account revenues.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2018**

ANALYSIS OF GOVERNMENTAL FUNDS

Governmental Funds by Year

	2018	2017
Cash and cash equivalents	\$ 2,321,058	\$ 1,336,318
Receivables	182,134	150,911
Other	56,825	48,737
Total Assets	\$ 2,560,017	\$ 1,535,966
Accounts payable and other	\$ 415,858	\$ 297,230
Total Liabilities	415,858	297,230
Deferred Inflows of Resources	4,836	9,837
Nonspendable	1,577	1,388
Restricted	1,169,850	567,859
Unassigned	967,896	659,652
Total Fund Balances	2,139,323	1,228,899
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 2,560,017	\$ 1,535,966

As of September 30, 2018, the District's governmental funds reflected a fund balance of \$2,139,323. For the year ended September 30, 2018, fund balances increased by \$308,433, \$196,737 and \$405,254 in the General Fund, Debt Service Fund and Capital Projects Fund, respectively.

CAPITAL ASSETS

At September 30, 2018, the District's governmental activities have invested \$9,819,783 in water, wastewater, and drainage system infrastructure. The detail is reflected in the following schedule:

Summary of Capital Assets, net

	9/30/2018	9/30/2017
Water/Wastewater/Drainage Facilities	\$ 10,166,754	\$ 6,006,249
Less: Accumulated Depreciation	(346,971)	(150,571)
Total Net Capital Assets	\$ 9,819,783	\$ 5,855,678

More detailed information about the District's capital assets is presented in the *Notes to the Basic Financial Statements*.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2018**

LONG-TERM DEBT

The District has the following balances outstanding on unlimited tax bonds:

	Bonds Payable
Series 2015	\$ 3,420,000
Series 2016	3,610,000
Series 2017	5,750,000
Total	<u>\$ 12,780,000</u>

The District owes \$12.78 million to bond holders. During the year, the District paid interest of \$398,583 on outstanding principal. The ratio of the District's long-term debt to total 2017 taxable assessed valuation (\$100,215,066) is 12.8%. The District's estimated population, as provided by the District as of August 1, 2018, is 931. More detailed information about the District's long-term debt is presented in the *Notes to the Basic Financial Statements*.

BUDGETARY HIGHLIGHTS

The General Fund pays for daily operating expenditures. The Board adopted a budget on August 15, 2017 for the 2018 fiscal year. The 2018 fiscal year budget included projected revenues of \$817,353 as compared to expenditures of \$674,517. When comparing actual results to budget, the District had a positive variance of \$165,597 primarily due to more tap connections and related service revenues than anticipated. More detailed information about the District's budgetary comparison is presented in the *Required Supplementary Information*.

CURRENTLY KNOWN FACTS, DECISIONS, OR CONDITIONS

The net property tax assessed value for 2018 (September 30, 2019 fiscal year) is approximately \$135 million. The fiscal year 2019 tax rate is \$0.875 on each \$100 of taxable value. Approximately 20% of the property tax will fund general operating expenses and approximately 80% of the property tax will be set aside for debt service.

The adopted budget for fiscal year 2019 projects an operating fund balance increase of \$45,041. Compared to the fiscal year 2018 budget, revenues are expected to increase by approximately \$39,000 and expenditures are expected to increase by approximately \$136,000.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances and to demonstrate the District's accountability for the funds it receives. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the District in care of Willatt & Flickinger PLLC, 12912 Hill Country Blvd., Suite F-232, Austin, TX 78738.

BASIC FINANCIAL STATEMENTS

REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
STATEMENT OF NET POSITION AND
GOVERNMENTAL FUNDS BALANCE SHEET
SEPTEMBER 30, 2018

	General Fund	Debt Service Fund	Capital Projects Fund	Governmental Funds Total	Adjustments Note 2	Government - Wide Statement of Net Position
ASSETS						
Cash and cash equivalents:						
Cash	\$ 355,694	\$ -	\$ -	\$ 355,694	\$ -	\$ 355,694
Cash equivalents	784,781	711,278	469,305	1,965,364	-	1,965,364
Receivables:						
Service accounts, net of reserve for doubtful accounts of \$-0-	109,864	-	-	109,864	-	109,864
Property taxes	1,796	3,040	-	4,836	-	4,836
Interfund	65,981	-	-	65,981	(65,981)	-
Other	1,453	-	-	1,453	-	1,453
Prepaid expenditures	1,577	-	55,248	56,825	97,778	154,603
Capital assets, net of accumulated depreciation:						
Water/wastewater/drainage facilities	-	-	-	-	9,819,783	9,819,783
TOTAL ASSETS	\$ 1,321,146	\$ 714,318	\$ 524,553	\$ 2,560,017	9,851,580	12,411,597
LIABILITIES						
Accounts payable	\$ 300,847	\$ -	\$ -	\$ 300,847	-	300,847
Accrued bond interest payable	-	-	-	-	54,964	54,964
Deposits	49,030	-	-	49,030	-	49,030
Interfund payables	-	10,733	55,248	65,981	(65,981)	-
Long-term liabilities -						
Due to developer	-	-	-	-	79,207	79,207
Bonds payable:						
Due within one year	-	-	-	-	320,000	320,000
Due after one year	-	-	-	-	12,435,757	12,435,757
TOTAL LIABILITIES	349,877	10,733	55,248	415,858	12,823,947	13,239,805
DEFERRED INFLOWS OF RESOURCES						
Deferred revenue - property taxes	1,796	3,040	-	4,836	(4,836)	-
TOTAL DEFERRED INFLOWS OF RESOURCES	1,796	3,040	-	4,836	(4,836)	-
FUND BALANCES / NET POSITION						
Fund balances:						
Nonspendable	1,577	-	-	1,577	(1,577)	-
Restricted for:						
Debt service	-	700,545	-	700,545	(700,545)	-
Authorized construction	-	-	469,305	469,305	(469,305)	-
Unassigned	967,896	-	-	967,896	(967,896)	-
TOTAL FUND BALANCES	969,473	700,545	469,305	2,139,323	(2,139,323)	-
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	\$ 1,321,146	\$ 714,318	\$ 524,553	\$ 2,560,017		
Net position:						
Net investment in capital assets					(2,368,891)	(2,368,891)
Restricted for debt service					648,621	648,621
Unrestricted					892,062	892,062
TOTAL NET POSITION					\$ (828,208)	\$ (828,208)

The accompanying notes are an integral part of this statement.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
YEAR ENDED SEPTEMBER 30, 2018**

	General Fund	Debt Service Fund	Capital Projects Fund	Governmental Funds Total	Adjustments Note 2	Government - Wide Statement of Activities
REVENUES:						
Property taxes, including penalties	\$ 343,143	\$ 554,111	\$ -	\$ 897,254	\$ (5,001)	\$ 892,253
Service account revenues, including penalties	571,257	-	-	571,257	-	571,257
Tap connection/inspection fees	112,500	-	-	112,500	-	112,500
Interest and other	12,135	15,160	6,624	33,919	-	33,919
TOTAL REVENUES	1,039,035	569,271	6,624	1,614,930	(5,001)	1,609,929
EXPENDITURES / EXPENSES:						
Current:						
Water purchases	242,313	-	-	242,313	-	242,313
Lab/chemicals	25,539	-	-	25,539	-	25,539
Repairs and maintenance	73,795	-	-	73,795	-	73,795
Sludge hauling	53,677	-	-	53,677	-	53,677
Utilities	13,263	-	-	13,263	-	13,263
Landscape maintenance	29,425	-	-	29,425	-	29,425
Connection/inspection fees	46,012	-	-	46,012	-	46,012
Permits	1,440	-	-	1,440	-	1,440
Management fees	72,753	-	-	72,753	-	72,753
Legal fees	64,483	-	-	64,483	-	64,483
Engineering fees	51,860	-	-	51,860	-	51,860
Audit fees	10,500	-	-	10,500	-	10,500
Bookkeeping fees	21,750	-	-	21,750	-	21,750
Tax appraisal/collection fees	2,273	3,846	-	6,119	-	6,119
Director fees, including payroll taxes	9,204	-	-	9,204	-	9,204
Insurance	10,881	-	-	10,881	-	10,881
Prior years operating advances	-	-	556,662	556,662	(478,199)	78,463
Public notice	-	-	-	-	-	-
Other	1,434	-	-	1,434	-	1,434
Debt service:						
Principal	-	170,000	-	170,000	(170,000)	-
Interest	-	398,583	-	398,583	23,053	421,636
Fiscal agent fees	-	1,000	-	1,000	-	1,000
Bond issuance costs	-	-	439,648	439,648	(101,500)	338,148
Capital outlay	-	-	4,160,505	4,160,505	(4,160,505)	-
Depreciation	-	-	-	-	196,400	196,400
Amortization	-	-	-	-	3,722	3,722
TOTAL EXPENDITURES / EXPENSES	730,602	573,429	5,156,815	6,460,846	(4,687,029)	1,773,817
Excess (deficit) of revenues over (under) expenditures / expenses	308,433	(4,158)	(5,150,191)	(4,845,916)	4,682,028	(163,888)
OTHER FINANCING SOURCES (USES):						
Issuance of bonds	-	200,895	5,549,105	5,750,000	(5,750,000)	-
Bond discount	-	-	(34,847)	(34,847)	34,847	-
Bond premium	-	-	41,187	41,187	(41,187)	-
TOTAL OTHER FINANCING SOURCES, NET	-	200,895	5,555,445	5,756,340	(5,756,340)	-
NET CHANGE IN FUND BALANCES	308,433	196,737	405,254	910,424	(910,424)	-
CHANGE IN NET POSITION					(163,888)	(163,888)
FUND BALANCES / NET POSITION:						
Beginning of the year	661,040	503,808	64,051	1,228,899	(1,893,219)	(664,320)
End of the year	\$ 969,473	\$ 700,545	\$ 469,305	\$ 2,139,323	\$ (2,967,531)	\$ (828,208)

The accompanying notes are an integral part of this statement.

**NOTES TO THE BASIC
FINANCIAL STATEMENTS**

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018**

1. SIGNIFICANT ACCOUNTING POLICIES

The accounting and reporting policies of Reunion Ranch Water Control and Improvement District (the “District”) relating to the funds included in the accompanying financial statements conform to generally accepted accounting principles (“GAAP”) as applied to governmental entities. GAAP for local governments include those principles prescribed by the Governmental Accounting Standards Board (“GASB”), which constitutes the primary source of GAAP for governmental units. The more significant of these accounting policies are described below and, where appropriate, subsequent pronouncements will be referenced.

Reporting Entity - The District was duly created by order of the Texas Commission on Environmental Quality (the “Commission”) dated August 15, 2005 as a conservation and reclamation district created under and essentially to accomplish the purposes of Section 59, Article XVI of the Texas Constitution. The reporting entity of the District encompasses those activities and functions over which the District’s elected officials exercise significant oversight or control. The District is governed by a five member Board of Directors (the “Board”) which has been elected by District residents or appointed by the Board. The District is not included in any other governmental “reporting entity” as defined by GASB since Board members are elected by the public and have decision making authority, the power to designate management, the responsibility to significantly influence operations and primary accountability for fiscal matters. In addition, there are no component units included in the District’s reporting entity.

Basis of Presentation - Government-Wide and Fund Financial Statements - The basic financial statements are prepared in conformity with GASB Statement No. 34, and include a column for government-wide (based upon the District as a whole) and fund financial statement presentations. GASB Statement No. 34 also requires as supplementary information the Management’s Discussion and Analysis, which includes an analytical overview of the District’s financial activities. In addition, a budgetary comparison statement is presented that compares the adopted General Fund budget with actual results.

- **Government-Wide Financial Statements:** The District’s Statement of Net Position includes both non-current assets and non-current liabilities of the District, which were previously recorded in the General Fixed Assets Account Group and the General Long-Term Debt Account Group. In addition, the government-wide Statement of Activities column reflects depreciation expense on the District’s capital assets, including infrastructure.

The government-wide focus is more on the sustainability of the District as an entity and the change in aggregate financial position resulting from financial activities of the fiscal period. The focus of the fund financial statements is on the individual funds of the governmental categories. Each presentation provides valuable information that can be analyzed and compared to enhance the usefulness of the information.

REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018

1. SIGNIFICANT ACCOUNTING POLICIES (continued) -

- **Fund Financial Statements:** Fund-based financial statement columns are provided for governmental funds. GASB Statement No. 34 sets forth minimum criteria (percentage of assets and deferred outflows of resources, liabilities and deferred inflows of resources, revenues or expenditures of either fund category) for the determination of major funds.

Governmental Fund Types - The accounts of the District are organized and operated on the basis of funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a self-balancing set of accounts that comprise its assets and deferred outflows of resources, liabilities and deferred inflows of resources, fund balances, revenues and expenditures. The various funds are grouped by category and type in the financial statements. The District maintains the following fund types:

- **General Fund** - The General Fund accounts for financial resources in use for general types of operations which are not encompassed within other funds. This fund is established to account for resources devoted to financing the general services that the District provides for its residents. Tax revenues and other sources of revenue used to finance the fundamental operations of the District are included in this fund.
- **Debt Service Fund** - The Debt Service Fund is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs.
- **Capital Projects Fund** - The Capital Projects Fund is used to account for financial resources to be used for the acquisition or construction of major capital facilities.

Non-Current Governmental Assets and Liabilities - GASB Statement No. 34 eliminates the presentation of account groups, but provides for these records to be maintained and incorporates the information into the government-wide financial statement column in the Statement of Net Position.

Basis of Accounting

- **Governmental Funds**
 - **Government-Wide Statements** - The government-wide financial statement column is reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018**

1. SIGNIFICANT ACCOUNTING POLICIES (continued) -

• **Governmental Funds (continued) -**

- *Fund Financial Statements* - The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All governmental fund types are accounted for using a current financial resources measurement focus. With this measurement focus, only current assets and deferred outflows of resources and current liabilities and deferred inflows of resources generally are included on the balance sheet. Operating statements of these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in the fund balances. Governmental funds are accounted for on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual (i.e., both measurable and available).

“Measurable” means that the amount of the transaction can be determined and “available” means the amount of the transaction is collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period.

Expenditures, if measurable, are generally recognized on the accrual basis of accounting when the related fund liability is incurred. Exceptions to this general rule include the unmatured principal and interest on general obligation long-term debt which is recognized when due. This exception is in conformity with GAAP.

Property tax revenues are recognized when they become available. In this case, available means when due, or past due and receivable within the current period and collected within the current period or soon enough thereafter to be used to pay liabilities of the current period. Such time thereafter shall not exceed 60 days. Tax collections expected to be received subsequent to the 60-day availability period are reported as deferred inflows of resources. The District has made no such accrual for the year ended September 30, 2018. All other revenues of the District are recorded on the accrual basis in all funds.

The District reports deferred inflows of resources on its balance sheet. Deferred inflows arise when a potential revenue does not meet both the “measurable” and “available” criteria for recognition in the current period. In subsequent periods, when revenue recognition criteria are met, the balance for deferred inflows is removed from the balance sheet and revenue is recognized.

Budgets and Budgetary Accounting - A budget was adopted on August 15, 2017, for the General Fund on a basis consistent with GAAP. The District’s Board utilizes the budget as a management tool for planning and cost control purposes. All annual appropriations lapse at fiscal year-end. The budget was not amended during the fiscal year.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
 NOTES TO THE BASIC FINANCIAL STATEMENTS
 YEAR ENDED SEPTEMBER 30, 2018**

1. SIGNIFICANT ACCOUNTING POLICIES (continued) -

Accounting Estimates - The preparation of financial statements, in conformity with GAAP, requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents - Cash and cash equivalents includes cash on deposit as well as investments with maturities of three months or less. The investments, consisting of obligations in the State Treasurer’s investment pool, are recorded at amortized cost.

Accounts Receivable - The District provides for uncollectible accounts receivable using the allowance method of accounting for bad debts. Under this method of accounting, a provision for uncollectible accounts is charged to earnings. The allowance account is increased or decreased based on past collection history and management’s evaluation of accounts receivable. All amounts considered uncollectible are charged against the allowance account, and recoveries of previously charged off accounts are added to the allowance. The District believes all accounts were collectible at September 30, 2018.

Prepaid Expenditures - Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid expenditures in both the government-wide and fund financial statements. Prepaid expenditures shall be charged to expenditures when consumed.

Interfund Transactions - Transfers from one fund to another fund are reported as interfund receivables and payables if there is intent to repay that amount and if the debtor fund has the ability to repay the advance on a timely basis. Operating transfers represent legally authorized transfers from the fund receiving resources to the fund through which the resources are to be expended.

Capital Assets - Capital assets are reported in the government-wide column in the Statement of Net Position. Public domain (“infrastructure”) capital assets, including water, wastewater and drainage facilities, are capitalized. Items purchased or acquired are reported at historical cost or estimated historical cost. Contributed fixed assets are recorded as capital assets at their estimated acquisition value at the time received.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Asset	Years
Water, wastewater, and drainage facilities	50

REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018

1. SIGNIFICANT ACCOUNTING POLICIES (continued) -

Long-Term Debt - In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the government-wide Statement of Net Position. Bond premiums and original issue discounts are deferred over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses.

Bond issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures in both the government-wide and the fund financial statements in accordance with GASB Statement No. 65.

Ad Valorem Property Taxes - Property taxes, penalties, and interest are reported as revenue in the fiscal year in which they become available to finance expenditures of the District. Allowances for uncollectible property taxes within the General Fund and Debt Service Fund are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature.

Fund Equity - The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. See Note 10 for additional information on those fund balance classifications.

Deferred Outflows and Deferred Inflows of Resources - The District complies with GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, which provides guidance for reporting the financial statement elements of deferred outflows of resources, which represent the consumption of the District's net position that is applicable to a future reporting period, and deferred inflows of resources, which represent the District's acquisition of net position applicable to a future reporting period.

The District complies with GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, which establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018

1. SIGNIFICANT ACCOUNTING POLICIES (continued) -

Fair Value Measurements - The District complies with GASB Statement No. 72, *Fair Value Measurement and Application*, which defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction. Fair value accounting requires characterization of the inputs used to measure fair value into a three-level fair value hierarchy as follows:

- Level 1 inputs are based on unadjusted quoted market prices for identical assets or liabilities in an active market the entity has the ability to access.
- Level 2 inputs are observable inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from sources independent from the entity.
- Level 3 are unobservable inputs that reflect the entity's own assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available.

There are three general valuation techniques that may be used to measure fair value:

- Market approach - uses prices generated by market transactions involving identical or comparable assets or liabilities
- Cost approach - uses the amount that currently would be required to replace the service capacity of an asset (replacement cost)
- Income approach - uses valuation techniques to convert future amounts to present amounts based on current market expectations

Recently Issued Accounting Pronouncements - In June 2017, the GASB issued GASB Statement No. 87, *Leases*, effective for fiscal years beginning after December 15, 2019. The objective of GASB Statement No. 87 is to improve accounting and financial reporting for leases by governments by requiring recognition of certain lease assets and liabilities that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. GASB Statement No. 87 establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under GASB Statement No. 87, a lessee is required to recognize a lease liability and an intangible right-to-use asset, and a lessor is required to recognize a lease receivable and deferred inflow of resources. Management is evaluating the effects that the full implementation of GASB Statement No. 87 will have on its financial statements for the year ended September 30, 2021.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
 NOTES TO THE BASIC FINANCIAL STATEMENTS
 YEAR ENDED SEPTEMBER 30, 2018**

2. RECONCILIATION OF THE GOVERNMENTAL FUNDS

Adjustments to convert the Governmental Funds Balance Sheet to the Statement of Net Position are as follows:

Fund balances - total governmental funds		\$ 2,139,323
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds:		
Capital assets	\$ 10,166,754	
Less: Accumulated depreciation	<u>(346,971)</u>	9,819,783
Prepaid costs		97,778
Revenue is recognized when earned in the government-wide statements, regardless of availability. The governmental fund reports deferred inflows of resources for revenues earned but not available.		4,836
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds:		
Bonds payable, net of unamortized premiums and discounts	(12,755,757)	
Developer advances	(79,207)	
Accrued interest	<u>(54,964)</u>	<u>(12,889,928)</u>
Total net position		<u>\$ (828,208)</u>

Adjustments to convert the Governmental Funds Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities are as follows:

Change in fund balances - total governmental funds		\$ 910,424
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report:		
Capital expenditures in the period purchased	\$ 4,160,505	
Interest expenditures in year paid	(23,053)	
Bond principal in year paid	170,000	
Tax revenue in year collected	(5,001)	
Prior years operating advances	478,199	
Bond issuance costs	101,500	
Bond proceeds in year received, net	<u>(5,756,340)</u>	(874,190)
Governmental funds do not report:		
Depreciation		(196,400)
Amortization		<u>(3,722)</u>
Change in net position		<u>\$ (163,888)</u>

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018**

3. CASH AND CASH EQUIVALENTS

The investment policies of the District are governed by Section 2256 of the Texas Government Code (the "Public Funds Investment Act") and an adopted District investment policy that includes depository contract provisions and custodial contract provisions. Major provisions of the District's investment policy, which complies with the Public Funds Investment Act, include: depositories must be Federal Deposit Insurance Corporation ("FDIC") insured Texas banking institutions; depositories must fully insure or collateralize all demand and time deposits; and securities collateralizing time deposits must be held by independent third party trustees.

Cash - At September 30, 2018, the carrying amount of the District's deposits was \$355,694 and the bank balance was \$407,038. The bank balance was covered by FDIC insurance and other pledged collateral.

Cash Equivalents -

Interest Rate Risk - In accordance with its investment policy, the District manages its exposure to declines in fair values through investment diversification and limiting investments as follows:

- Money market mutual funds are required to have weighted average maturities of 90 days or fewer; and
- Other mutual fund investments are required to have weighted average maturities of less than two years.

Credit Risk - The District's investment policy requires the application of the prudent-person rule: Investments are made as a prudent person would be expected to act, with discretion and intelligence, and considering the probable safety of their capital as well as the probable income to be derived. The District's investment policy requires that District funds be invested in:

- Obligations of the United States Government and/or its agencies and instrumentalities; or
- Money market mutual funds with investment objectives of maintaining a stable net asset value of \$1 per share; or
- Mutual funds rated in one of the three highest categories by a nationally recognized rating agency; or
- Securities issued by a State or local government or any instrumentality or agency thereof, in the United States, and rated in one of the three highest categories by a nationally recognized rating agency; or
- Public funds investment pools rated AAA or AAAM by a nationally recognized rating agency.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018**

3. CASH AND CASH EQUIVALENTS (continued) -

At September 30, 2018, the District held the following cash equivalents:

Investment	Fair Value at 9/30/2018	Weighted Average Maturity (Days)	Investment Rating	
			Rating	Rating Agency
TexPool	\$ 1,965,364	1	AAAm	Standard & Poors
	<u>\$ 1,965,364</u>			

The Comptroller of Public Accounts is the sole officer and director of the Texas Treasury Safekeeping Trust Company, which is authorized to operate the Texas Local Government Investment Pool (“TexPool”). Although TexPool is not registered with the SEC as an investment company, they operate in a manner consistent with the SEC’s Rule 2a-7 of the Investment Company Act of 1940. These investments are stated at amortized cost in accordance with GASB Statement No. 31. TexPool also has an advisory board to advise on TexPool’s investment policy. This board is made up equally of participants and nonparticipants who do not have a business relationship with TexPool. Federated Investors is the investment manager for the pool and manages daily operations of TexPool under a contract with the Comptroller. TexPool’s investment policy stipulates that it must invest in accordance with the Public Funds Investment Act.

In accordance with GASB Statement No. 79, the external local government investment pool does not have any limitations and restrictions on withdrawals such as notice periods or maximum transaction amounts. This pool does not impose any liquidity fees or redemption gates.

Concentration of Credit Risk - In accordance with the District’s investment policy, investments in individual securities are to be limited to ensure that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio. As of September 30, 2018, the District did not own any investments in individual securities.

Custodial Credit Risk - Custodial credit risk is the risk that in the event of a bank failure, the District’s deposits may not be returned to it. The government’s investment policy requires that the District’s deposits be fully insured by FDIC insurance or collateralized with obligations of the United States or its agencies and instrumentalities. As of September 30, 2018, the District’s bank deposits were fully covered by FDIC insurance and other pledged collateral.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018**

4. PROPERTY TAXES

Property taxes attach as an enforceable lien on January 1. Taxes are levied on or about October 1, are due on November 1, and are past due the following February 1. The Hays County Appraisal District established appraisal values in accordance with requirements of the Texas Legislature. The District levies taxes based upon the appraised values. The Hays County Tax Assessor Collector bills and collects the District's property taxes. The Board set current tax rates on September 19, 2017.

The property tax rates, established in accordance with state law, were based on 100% of the net assessed valuation of real property within the District on the 2017 tax roll. The tax rate, based on total taxable assessed valuation of \$100,215,066, was \$0.875 on each \$100 valuation and was allocated \$0.325 to the General Fund and \$0.550 to the Debt Service Fund. The maximum allowable maintenance tax of \$1.00 was established by the voters on November 7, 2006.

Property taxes receivable at September 30, 2018 consisted of the following:

	General Fund	Debt Service Fund	Total
Current year levy	\$ 1,796	\$ 3,040	\$ 4,836
Prior years' levies	-	-	-
	\$ 1,796	\$ 3,040	\$ 4,836

The District is prohibited from writing off real property taxes without specific authority from the Texas Legislature.

5. INTERFUND ACCOUNTS

A summary of interfund accounts, which resulted from the time lag between dates that payments are made between funds, is as follows at September 30, 2018:

	Interfund	
	Receivable	Payable
General Fund :		
Capital Projects Fund	\$ 55,248	\$ -
Debt Service Fund	10,733	
Debt Service Fund -		
General Fund	-	10,733
Capital Projects Fund -		
General Fund	-	55,248
	\$ 65,981	\$ 65,981

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018**

6. CHANGES IN CAPITAL ASSETS

A summary of changes in capital assets follows:

	Balance 9/30/2017	Additions	Deletions	Balance 9/30/2018
Capital assets being depreciated - Water/Wastewater/Drainage Facilities	\$ 6,006,249	\$ 4,160,505	\$ -	\$ 10,166,754
Total capital assets being depreciated	6,006,249	4,160,505	-	10,166,754
Less accumulated depreciation for - Water/Wastewater/Drainage Facilities	(150,571)	(196,400)	-	(346,971)
Total accumulated depreciation	(150,571)	(196,400)	-	(346,971)
Total capital assets, net	\$ 5,855,678	\$ 3,964,105	\$ -	\$ 9,819,783

7. LONG-TERM DEBT

The following is a summary of bond transactions of the District for the year ended September 30, 2018:

	Unlimited Tax Bonds
Bonds payable at September 30, 2017	\$ 7,200,000
Bonds issued	5,750,000
Bonds retired	(170,000)
Less: Bond premiums and discounts, net of accumulated amortization	(24,243)
Bonds payable at September 30, 2018	\$ 12,755,757

Bonds payable at September 30, 2018 were comprised of the following individual issues:

Unlimited Tax Bonds:

\$3,420,000 - 2015 Unlimited Tax Bonds payable serially through the year 2040 at interest rates which range from 1.75 % to 4.00%.

\$3,610,000 - 2016 Unlimited Tax Bonds payable serially through the year 2041 at interest rates which range from 3.00% to 4.25%.

\$5,750,000 - 2017 Unlimited Tax Bonds payable serially through the year 2042 at interest rates which range from 2.00% to 3.50%.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018**

7. LONG-TERM DEBT (continued) -

On October 17, 2017, the District issued \$5,750,000 of Unlimited Tax Bonds, Series 2017, with interest rates ranging from 2.00% to 3.50%. The net proceeds of \$5,381,074 (after payment of underwriter fees and other bond related costs) were deposited with the District's investment accounts to finance water, wastewater and drainage improvements and wastewater treatment plant improvements, and to pay for accrued bond interest and subsequent bond issuance costs.

The annual requirements to amortize all bonded debt at September 30, 2018, including interest, are as follows:

Year Ended September 30,	Annual Requirements for All Series		
	Principal	Interest	Total
2019	\$ 320,000	\$ 439,710	\$ 759,710
2020	330,000	432,360	762,360
2021	345,000	424,584	769,584
2022	360,000	416,210	776,210
2023	380,000	407,210	787,210
2024-2028	2,195,000	1,857,660	4,052,660
2029-2033	2,775,000	1,456,995	4,231,995
2034-2038	3,475,000	901,745	4,376,745
2039-2042	2,600,000	217,136	2,817,136
	\$ 12,780,000	\$ 6,553,610	\$ 19,333,610

The total amount of bonds approved by the voters of the District, but not issued as of September 30, 2018, are as follows:

Type	Amount
Unlimited Tax Bonds	\$ 17,050,000
Refunding Bonds	\$ 45,000,000

At September 30, 2018, \$700,545 is available in the Debt Service Fund to service the bonded debt.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018**

8. COMMITMENTS AND CONTINGENCIES

The developers of the land within the District have incurred costs for construction of facilities, as well as costs pertaining to the creation and operation of the District. Claims for reimbursement of construction costs and operational advances will be evaluated upon receipt of adequate supporting documentation and proof of contractual obligation. Such costs may be reimbursable to the developer by the District from proceeds of future District bond issues, subject to approval by the Commission, or from operations. On November 6, 2012, a bond election held within the District approved authorization to issue \$30,000,000 of bonds to fund costs for water, wastewater and drainage system facilities. As of September 30, 2018, the District has issued \$12,950,000 of unlimited tax bonds to reimburse the developer for District construction and creation costs. At September 30, 2018, the District has \$79,207 outstanding in developer advances which were used to fund operating activities of the District.

9. RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained coverage from commercial insurance companies to effectively manage its risk. All risk management activities are accounted for in the General Fund. Expenditures and claims are recognized when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. In determining claims, events that might create claims, but for which none have been reported, are considered.

10. FUND BALANCES

The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Those fund balance classifications are described below.

- Nonspendable - Amounts that cannot be spent because they are either not in a spendable form or are legally or contractually required to be maintained intact.
- Restricted - Amounts that can be spent only for specific purposes because of constraints imposed by external providers, or imposed by constitutional provisions or enabling legislation.
- Committed - Amounts that can only be used for specific purposes pursuant to approval by formal action by the Board. The District had no such amounts.

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
NOTES TO THE BASIC FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018**

10. FUND BALANCES (continued) -

- Assigned - For the General Fund, amounts that are appropriated by the Board that are to be used for specific purposes. For all other governmental funds, any remaining positive amounts not previously classified as nonspendable, restricted or committed. The District had no such amounts.
- Unassigned - Amounts that are available for any purpose; these amounts can be reported only in the District's General Fund.

The detail of the fund balances is included in the Governmental Funds Balance Sheet on page FS-1.

Fund balance of the District may be committed for a specific purpose by formal action of the Board, the District's highest level of decision-making authority. Commitments may be established, modified, or rescinded only through a resolution approved by the Board. The Board may also assign fund balance for a specific purpose.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

11. SUBSEQUENT EVENTS

On December 20, 2018, the District issued \$5,000,000 of Unlimited Tax Bonds, Series 2018, with interest rates ranging from 2.700% to 4.125% and principal maturities through August 2043. Proceeds from the bonds will be used to finance construction and other District development costs.

APPENDIX B

FORM OF BOND COUNSEL'S OPINION

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[An opinion in substantially the following form will be delivered by McCall, Parkhurst & Horton L.L.P., Bond Counsel, upon the delivery of the Bonds, assuming no material changes in facts or law.]

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
UNLIMITED TAX BONDS, SERIES 2019
IN THE AGGREGATE PRINCIPAL AMOUNT OF \$5,000,000**

AS BOND COUNSEL FOR REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT (the "District") of the bonds described above (the "Bonds"), we have examined into the legality and validity of the Bonds, which bear interest from the dates specified in the text of the Bonds, until maturity or redemption, at the rates and payable on the dates specified in the text of the Bonds all in accordance with the order of the Board of Directors of the District adopted on November 19, 2019, authorizing the issuance of the Bonds (the "Order").

WE HAVE EXAMINED the Constitution and laws of the State of Texas, certified copies of the proceedings of the District, and other documents authorizing and relating to the issuance of said Bonds, including one of the executed Bonds (Bond Numbered T-1) and specimens of Bonds to be authenticated and delivered in exchange for the Bonds.

BASED ON SAID EXAMINATION, IT IS OUR OPINION that said Bonds have been duly authorized, issued and delivered in accordance with law; and that said Bonds, except as the enforceability thereof may be limited by laws relating to governmental immunity, bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws now or hereafter enacted related to creditors' rights generally or by general principles of equity which permit the exercise of judicial discretion, constitute valid and legally binding obligations of the District, payable from ad valorem taxes without legal limit as to rate or amount to be levied and collected by the District upon taxable property within the District, which taxes the District has covenanted to levy in an amount sufficient (together with revenues and receipts from other sources which are legally available for such purposes) to pay the interest on and the principal of the Bonds. Such covenant to levy taxes is subject to the right of a city, under existing Texas law, to annex all of the territory within the District; to take over all properties and assets of the District; to assume all debts, liabilities, and obligations of the District, including the Bonds; and to abolish the District.

THE DISTRICT reserves the right to issue additional bonds which will be payable from taxes; bonds, notes, and other obligations payable from revenues; and bonds payable from contracts with other persons, including private corporations, municipalities, and political subdivisions.



IT IS FURTHER OUR OPINION, except as discussed below, that the interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes under the statutes, regulations, published rulings and court decisions existing on the date of this opinion. We are further of the opinion that the Bonds are not "specified private activity bonds" and that, accordingly, interest on the Bonds will not be included as an individual alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). In expressing the aforementioned opinions, we have relied on certain representations, the accuracy of which we have not independently verified, and assume compliance by the District with certain covenants, regarding the use and investment of the proceeds of the Bonds and the use of the property financed therewith. We call your attention to the fact that if such representations are determined to be inaccurate or upon a failure by the District to comply with such covenants, interest on the Bonds may become includable in gross income retroactively to the date of issuance of the Bonds.

OUR OPINIONS ARE BASED on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service (the "Service"); rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the District as the taxpayer. We observe that the District has covenanted not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Bonds as includable in gross income for federal income tax purposes.

EXCEPT AS STATED ABOVE, we express no opinion as to any other federal, state, or local tax consequences of acquiring, carrying, owning, or disposing of the Bonds, including the amount, accrual, or receipt of interest on, the Bonds. In particular, but not by way of limitation, we express no opinion with respect to the federal, state or local tax consequences arising from the enactment of any pending or future legislation. Owners of the Bonds should consult their tax advisors regarding the applicability of any collateral tax consequences of owning the Bonds.

WE EXPRESS NO OPINION as to any insurance policies issued with respect to the payments due for the principal of and interest on the Bonds, nor as to any such insurance policies issued in the future.

OUR SOLE ENGAGEMENT in connection with the issuance of the Bonds is as Bond Counsel for the District, and, in that capacity, we have been engaged by the District for the sole



purpose of rendering an opinion with respect to the legality and validity of the Bonds under the Constitution and laws of the State of Texas, and with respect to the exclusion from gross income of the interest on the Bonds for federal income tax purposes, and for no other reason or purpose. The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result. We have not been requested to investigate or verify, and have not independently investigated or verified any records, data, or other material relating to the financial condition or capabilities of the District, or the disclosure thereof in connection with the sale of the Bonds, and have not assumed any responsibility with respect thereto. We express no opinion and make no comment with respect to the marketability of the Bonds and have relied solely on certificates executed by officials of the District as to the current outstanding indebtedness of and the assessed valuation of taxable property within the District. Our role in connection with the District's Official Statement prepared for use in connection with the sale of the Bonds has been limited as described therein.

THE FOREGOING OPINIONS represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result.

Respectfully,

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SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

GENERAL AND NO-LITIGATION CERTIFICATE

THE STATE OF TEXAS §
COUNTY OF HAYS §
REUNION RANCH WATER CONTROL
AND IMPROVEMENT DISTRICT §

We, the undersigned President or Vice-President and Secretary or Assistant Secretary, respectively, of the Board of Directors of the District, hereby certify as follows:

GENERAL

1. This certificate is executed for and on behalf of the District, for the benefit of the Attorney General of the State of Texas and for the benefit of the Initial Purchaser in connection with the issuance of the Bonds. Unless otherwise provided herein, the capitalized words and terms used in this certificate shall have the meanings whenever they are used given in Exhibit "A" attached hereto.

2. Any certificate signed by an official of the District delivered to the Initial Purchaser or the Attorney General of the State of Texas shall be deemed a representation and warranty by the District as to the statements made therein. The Public Finance Division of the Office of the Attorney General of the State of Texas is hereby authorized to date this certificate as of the date of approval of the Bonds and is entitled to rely upon the accuracy of the information contained herein unless notified by telephone or fax to the contrary. The Comptroller of Public Accounts is further authorized to register the Bonds upon receipt of the Attorney General approval. After registration, the Bonds, opinions and registration papers shall be delivered to Clayton C. Chandler at McCall, Parkhurst & Horton L.L.P.

3. A true and correct copy of the bid for the Bonds submitted to and accepted by Board of Directors of the District is attached hereto as Exhibit "B".

MATTERS RELATING TO THE DISTRICT

4. We officially executed and signed the Bonds with our manual signatures or by causing facsimiles of our manual signatures to be imprinted or copied on each of the Bonds, and, if appropriate, we hereby adopt said facsimile signatures as our own, respectively, and declare that the facsimile signatures constitute our signatures the same as if we had manually signed each of the Bonds.

5. The Bonds are substantially in the form, and have been duly executed and signed in the manner prescribed in the Order.

6. At the time we so executed and signed the Bonds we were, and at the time of executing this certificate we are, the duly chosen, qualified and acting officers indicated therein, and authorized to execute the same.

7. No litigation of any nature has been filed or is now pending to restrain or enjoin the issuance or delivery of the Bonds, or which would affect the provision made for their payment or security, or in any manner questioning the proceedings or authority concerning the issuance of the Bonds, and that so far as we know and believe no such litigation is threatened.

8. Neither the corporate existence nor boundaries of the District is being contested, no litigation has been filed or is now pending which would affect the authority of the officers of the District to issue, execute, sign, and deliver the Bonds, and no authority or proceedings for the issuance of the Bonds have been repealed, revoked or rescinded.

9. We have caused the official seal of the District to be impressed, printed or copied on the Bonds and said seal on the Bonds has been duly adopted as, and is hereby declared to be, the official seal of the District.

10. The District is a conservation and reclamation district operating and existing as a water control and improvement district under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51, Texas Water Code, as amended.

11. The Board of Directors of the District is composed of the following persons, each of whom serves in the capacity indicated:

Nathan Neese, President
Vince Terracina, Vice President
Thomas J. Rogers, Jr., Secretary
George Sykes, Asst. Secretary
Dennis Daniel, Asst. Secretary

12. Each member of the Board of Directors has been duly qualified as a member of the Board of Directors of the District by executing the sworn statement (when required), by executing the bond required by law, and by taking the official oath of office prescribed by the Constitution for public officers; each such bond was duly approved by the Board of Directors of the District; and each such bond, sworn statement and oath are filed and retained in the District's records and with the Secretary of State. All Directors taking or who have taken any action in connection with the authorization, sale, and delivery of the Bonds are or were at the time of such action, duly qualified and acting directors of the District, and all directors executing any documents in connection therewith were duly authorized to execute such documents. The Board members and officers since creation of the District are attached hereto as Exhibit "C".

13. The District has the below outstanding indebtedness payable from ad valorem taxes (the "Outstanding Bonds"):

Unlimited Tax Bonds, Series 2015	\$3,500,000
Unlimited Tax Bonds, Series 2016	3,700,000
Unlimited Tax Bonds, Series 2017	5,750,000
Unlimited Tax Bonds, Series 2018	5,000,000
Unlimited Tax Bonds, Series 2019*	5,000,000

*The Bonds in the process of issuance

14. A District Information Form and amendments thereto have been filed as required by Section 49.455, Texas Water Code and as of the date of this Certificate, all information required by law to be filed by the District with the Commission has been filed. Based upon our actual knowledge, the District is currently in compliance with all regulations of the Commission.

15. In connection with the election authorizing the Bonds, the District complied with the Voting Rights Act of 1965, as amended, and the Texas Election Code.

16. The currently effective ad valorem tax rolls of the District are those for the year 2019, being the most recently approved tax rolls of the District; the taxable property in the District has been assessed as required by law; the Tax Assessor of the District has duly verified the tax rolls and the assessed value of taxable property in the District upon which the annual ad valorem tax of the District has been levied (after deducting the amount of all exemptions, if any, taken or required to be given under the Constitution and laws of the State of Texas), according to the tax rolls for the year is \$169,812,068.

17. The District lies within the extraterritorial jurisdiction of the City of Dripping Springs and is in compliance with the Comprehensive Development Agreement with the City.

18. The boundaries of the District have not changed since the issuance of the District's Series 2018 Bonds.

19. The District has not limited the taxing powers granted to it by the Constitution and laws of the State of Texas, and no procedure for such action has been taken.

20. The District has not at any time entered into any contract of any nature with the United States or any branch or agency thereof.

21. No motion to overturn the actions of the Commission's executive director approving the issuance of the Bonds has been filed pursuant to Commission Rule 50.139 within 23 days of the date that such approval was mailed to the District. Additionally, the District has not been notified that the Commission or its general counsel has extended the period of time to file such a motion to overturn.

22. The District certifies that there are currently approximately 524 acres within the District.

23. No proceeds from the bonds will be used to purchase firefighting equipment or supplies.

24. Lawfully available funds are hereby appropriated and confirmed to be available to pay the principal and interest coming due on the Bonds on August 15, 2020.

25. The District has received all required disclosure filings under Section 2252.908 of the Texas Government Code in connection with the authorization and issuance of the Bonds and

has notified the Texas Ethics Commission ("TEC") of its receipt of such filings by acknowledging such filing in accordance with TEC's rules.

26. With respect to the contracts contained within the transcript of proceedings that are subject to Section 2252.151, Texas Government Code, none of the counter parties to those contracts are listed as a "foreign terrorist organization" on the list prepared and maintained pursuant to Texas Government Code Sections 806.051, 807.051 or 2252.153.

CLOSING MATTERS

27. To our best knowledge and belief:

(a) the descriptions and statements of or pertaining to the District contained in its Official Notice of Sale, Bid Form and Preliminary Official Statement dated November 5, 2019 and any addenda, supplement or amendment thereto, for the Bonds, on the date of such Preliminary Official Statement, on the date of sale of the Bonds, and the acceptance of the best bid therefor, and on the date of the delivery, were and are true and correct in all material respects;

(b) insofar as the District and its affairs, including its financial affairs, are concerned, such Preliminary Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(c) insofar as the descriptions and statements, including financial data, of or pertaining to entities other than the District and their activities contained in such Preliminary Official Statement are concerned, such statements and data have been obtained from sources which the District believes to be reliable and that the District has no reason to believe that such information contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein made in light of the circumstances under which they are made not misleading; and

(d) there has been no material adverse change in the financial condition of the District since the date of the last audited financial statement of the District appearing in the Preliminary Official Statement.

SIGNED this the 19th day of December, 2019.

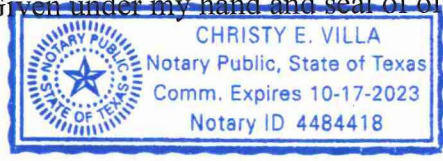
Thomas J. Boyl
Secretary, Board of Directors

Nat Leardese
President, Board of Directors

NOTARY ACKNOWLEDGMENT

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this NOV 19 2019.



Christy E. Villa
Notary Public

(Notary Seal)

EXHIBIT A

<i>Bonds</i>	Reunion Ranch Water Control and Improvement District Unlimited Tax Bonds, Series 2019 dated December 19, 2019 in the aggregate principal amount of \$5,000,000.
<i>City</i>	The City of Dripping Springs, Texas.
<i>Commission</i>	Texas Commission on Environmental Quality.
<i>District</i>	Reunion Ranch Water Control and Improvement District.
<i>Initial Purchaser</i>	The winning bidder as shown on the Winning Bid Form attached to this General and No-Litigation Certificate as <u>Exhibit "B"</u> .
<i>Order</i>	The order adopted by the Board of Directors of the District on November 19, 2019 authorizing the issuance of the Bonds.

EXHIBIT B
WINNING BID FORM

OFFICIAL BID FORM

President and Board of Directors
 Reunion Ranch Water Control and Improvement District
 c/o Specialized Public Finance Inc.
 248 Addie Roy Road, Suite B-103
 Austin, Texas 78746

Board of Directors:

We have read in detail your Official Notice of Sale and accompanying Preliminary Official Statement dated November 5, 2019, relating to the Reunion Ranch Water Control and Improvement District (the "District") and its \$5,000,000 Unlimited Tax Bonds, Series 2019 (the "Bonds"), as made a part hereof. We realize that the Bonds involve certain risk factors, and we have made inspections and investigations as we deem necessary relating to the District and to the investment quality of the Bonds.

For your legally issued Bonds, in the aggregate principal amount of \$5,000,000, we will pay you a price of \$ 4,888,671.10 representing approximately 97.773 % of the par value. Such Bonds mature August 15, in each of the years and in the amounts and interest rates shown below:

Maturity (August 15)	Principal Amount	Interest Rate	Maturity (August 15)	Principal Amount	Interest Rate
2020	\$ 185,000	<u>2.000</u> %	2033	\$ 200,000	<u>2.625</u> %
2021	130,000	<u>2.000</u> %	2034	205,000	<u>2.750</u> %
2022	135,000	<u>2.000</u> %	2035	215,000	<u>2.750</u> %
2023	140,000	<u>2.000</u> %	2036	220,000	<u>3.000</u> %
2024	145,000	<u>2.000</u> %	2037	230,000	<u>3.000</u> %
2025	150,000	<u>2.000</u> %	2038	235,000	<u>3.000</u> %
2026	155,000	<u>2.000</u> %	2039	245,000	<u>3.000</u> %
2027	160,000	<u>2.000</u> %	2040	255,000	<u>3.000</u> %
2028	165,000	<u>2.250</u> %	2041	260,000	<u>3.000</u> %
2029	175,000	<u>2.250</u> %	2042	270,000	<u>3.000</u> %
2030	180,000	<u>2.500</u> %	2043	280,000	<u>3.000</u> %
2031	185,000	<u>2.500</u> %	2044	290,000	<u>3.000</u> %
2032	190,000	<u>2.625</u> %			

Of the principal maturities set forth in the table above, we have created term bonds as indicated in the following table (which may include multiple term bonds, one term bond or no term bond if none is indicated). For those years which have been combined into a term bond, the principal amount shown in the table above shall be the mandatory sinking fund redemption amounts in such years except that the amount shown in the year of the term bond maturity date shall mature in such year. The term bonds created are as follows:

Term Bonds Maturing August 15	Year of First Mandatory Redemption	Principal Amount	Interest Rate
<u>2031</u>	<u>2030</u>	\$ <u>365,000</u>	<u>2.500</u> %
<u>2033</u>	<u>2032</u>	\$ <u>390,000</u>	<u>2.625</u> %
<u>2035</u>	<u>2034</u>	\$ <u>420,000</u>	<u>2.750</u> %
<u>2037</u>	<u>2036</u>	\$ <u>450,000</u>	<u>3.000</u> %
<u>2039</u>	<u>2038</u>	\$ <u>480,000</u>	<u>3.000</u> %
<u>2044</u>	<u>2040</u>	\$ <u>1,355,000</u>	<u>3.000</u> %

Our calculation (which is not a part of this bid) of the interest cost from the above is:

TOTAL INTEREST COST FROM 12/19/2019	<u>\$ 2,013,126.53</u>
PLUS DOLLAR AMOUNT OF DISCOUNT	<u>\$ 111,328.90</u>
NET INTEREST COST	<u>\$ 2,124,455.43</u>
NET EFFECTIVE INTEREST RATE	<u>2.975520</u> %

We are having the Bonds insured by AGM at a premium of \$ 59,000, said premium to be paid by the Initial Purchaser. Any fees to be paid to the rating agency as a result of said insurance will be paid by the District.

A wire transfer or a cashiers or certified check to the District in the amount of \$100,000 will be made available in accordance with the Notice of Sale made a part hereof. Should we fail or refuse to make payment for the Bonds in accordance with the terms and conditions set forth in the Notice of Sale, the proceeds of this deposit shall be retained by the District as complete liquidated damages against us. Please check the box below to designate your Good Faith Deposit option.

The undersigned agrees to complete, execute, and deliver to the District, by the date of delivery of the Bonds, a certificate relating to the "issue price" of the Bonds in the form accompanying the Official Notice of Sale, with such changes thereto as may be acceptable to the District.

We understand the sale of the Bonds has not been registered under the United States Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder; the Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities acts of any other jurisdiction. We hereby represent the sale of the Bonds in jurisdictions other than Texas will be made only pursuant to exemptions from registration or qualification and that where necessary, we will register or qualify the Bonds in accordance with the securities laws and regulations of the jurisdiction in which the Bonds are offered or sold.

We further understand that the District assumes no responsibility or obligation for the distribution or delivery of any copies of the Official Statement or other information concerning the District and the Bonds to anyone other than to us.

We agree to provide in writing the initial reoffering prices and other terms, if any, to the Financial Advisor by the close of the next business day after the award.

The bidder hereby verifies that, at the time of execution and delivery of this bid, neither the bidder nor any syndicate member listed on the Official Bid Form, nor any parent company, wholly or majority-owned subsidiaries, and other affiliates of the same, if any, boycotts Israel or, to the extent this Official Bid Form is a contract for goods or services, will boycott Israel through the date of delivery of the Bonds. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The bidder understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the bidder or any syndicate member listed on the Official Bid Form and exists to make a profit.

By submission of a bid, and as a condition of the award and delivery of the Bonds, the bidder represents that, neither the bidder nor any syndicate member listed on the Official Bid Form, nor any parent company, wholly or majority-owned subsidiaries, and other affiliates of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudanlist.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/rolist.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the bidder or any syndicate member listed on the Official Bid Form and each parent company, wholly or majority-owned subsidiaries, and other affiliates of the same, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The bidder understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the bidder or any syndicate member listed on the Official Bid Form and exists to make a profit.

The undersigned certifies that it [is]/[is not] exempt from filing the Texas Ethics Commission (the "TEC") Certificate of Interested Parties Form 1295 (the "Form 1295") by virtue of being a publicly traded business entity or a wholly owned subsidiary of a publicly traded business entity.

Respectfully submitted,

Name of Initial Purchaser or Manager


Authorized Representative

Phone Number


Signature

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by Reunion Ranch Water Control and Improvement District this the 19th day of November, 2019.

ATTEST:


Secretary, Board of Directors
Reunion Ranch Water Control and Improvement District



President, Board of Directors
Reunion Ranch Water Control and Improvement District



Parity Calendar

Deal List

Upcoming Calendar	Overview	Result	Excel
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Robert W. Baird & Co., Inc. - Milwaukee, WI's Bid



**Reunion Ranch Wtr Cntr & Imp Dt
\$5,000,000 Unlimited Tax Bonds, Series 2019**

For the aggregate principal amount of \$5,000,000.00, we will pay you \$4,888,671.10, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Bond Insurance
08/15/2020	185M	2.0000	AGM
08/15/2021	130M	2.0000	AGM
08/15/2022	135M	2.0000	AGM
08/15/2023	140M	2.0000	AGM
08/15/2024	145M	2.0000	AGM
08/15/2025	150M	2.0000	AGM
08/15/2026	155M	2.0000	AGM
08/15/2027	160M	2.0000	AGM
08/15/2028	165M	2.2500	AGM
08/15/2029	175M	2.2500	AGM
08/15/2030			
08/15/2031	365M	2.5000	AGM
08/15/2032			
08/15/2033	390M	2.6250	AGM
08/15/2034			
08/15/2035	420M	2.7500	AGM
08/15/2036			
08/15/2037	450M	3.0000	AGM
08/15/2038			
08/15/2039	480M	3.0000	AGM
08/15/2040			
08/15/2041			
08/15/2042			
08/15/2043			
08/15/2044	1,355M	3.0000	AGM

Total Interest Cost: \$2,013,126.53
Discount: \$111,328.90
Net Interest Cost: \$2,124,455.43
NIC: 2.975520
Total Insurance Premium: \$59,000.00
Time Last Bid Received On: 11/19/2019 9:48:32 CST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

EXHIBIT C

BOARD MEMBERS AND OFFICERS SINCE CREATION OF DISTRICT

November 11, 2005 – March 10, 2006

Danny Krause, President
Jim Boles, Vice President
Bill Peckman, Secretary
Dick Rathberger, Asst. Secretary
David Baggett, Asst. Secretary

March 10, 2006 – November 16, 2006

Vince Terracina, President
Michael Lindley, Vice President
George Sykes, Secretary
Dick Rathberger, Asst. Secretary

November 16, 2006 – December 18, 2006

Vince Terracina, President
Micheal Lindley, Vice President
George Sykes, Secretary
Carl Williams, Asst. Secretary
Dick Rathberger, Asst. Secretary

December 18, 2006 – February 8, 2009

Vince Terracina, President
Michael Lindley, Vice President
George Sykes, Secretary
Carl Williams, Asst. Secretary
Pat Herron, Asst. Secretary

February 8, 2009 – April 25, 2012

Vince Terracina, President
Michael Lindley, Vice President
George Sykes, Secretary
Carol Williams, Asst. Secretary
Joseph Kozusko, Asst. Secretary

April 25, 2012 – October 23, 2013

Todd Janssen, President
Vincent Terracina, Vice President
David Bosco, Secretary
Nathan Neese, Asst. Secretary
George Sykes, Asst. Secretary

October 23, 2013 – July 24, 2016

Nathan Neese, President
Vince Terracina, Vice President
David Bosco, Jr., Secretary
George Sykes, Asst. Secretary
Joel DeSpain, Asst. Secretary

July 25, 2016 – February 2017

Nathan Neese, President
Vince Terracina, Vice President
David Bosco, Jr., Secretary
George Sykes, Asst. Secretary
Mike Ehrhardt, Asst. Secretary

February 2017—March 2017

Nathan Neese, President
Vince Terracina, Vice President
David Bosco, Jr., Secretary
George Sykes, Asst. Secretary
Dan Pawlik, Asst. Secretary

March 2017 – November 2017

Nathan Neese, President
Vince Terracina, Vice President
Thomas J. Rogers, Jr., Secretary
George Sykes, Asst. Secretary
Dan Pawlik, Asst. Secretary

November 2017 – Present

Nathan Neese, President
Vince Terracina, Vice President
Thomas J. Rogers, Jr., Secretary
George Sykes, Asst. Secretary
Dennis Daniel, Asst. Secretary

FEDERAL TAX CERTIFICATE

1. In General.

1.1. The undersigned is an authorized representative of the Reunion Ranch Water Control and Improvement District (the "Issuer").

1.2. This Certificate is executed for the purpose of establishing the reasonable expectations of the Issuer as to future events regarding the Issuer's Unlimited Tax Bonds, Series 2019 (the "Bonds"). The Bonds are being issued pursuant to an Order duly adopted by the Issuer (the "Order"). The Order is incorporated herein by reference.

1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Federal Tax Certificate are reasonable.

1.4. The undersigned is an officer of the Issuer delegated with the responsibility, among others, of issuing and delivering the Bonds.

1.5. The undersigned is not aware of any facts or circumstances that would cause him to question the accuracy of the representations made by the Purchaser in the Issue Price Certificate attached hereto as Exhibit "D", and by Specialized Public Finance Inc. (the "Financial Advisor") in Subsection 5.3 of this Certificate and with respect to the Schedules attached hereto as Exhibit "E" and the Certificate of Financial Advisor attached hereto as Exhibit "F".

2. The Purpose of the Bonds and Useful Lives of Projects.

2.1. The Bonds are being issued pursuant to the Order (a) to provide for the payment of costs of issuing the Bonds and (b) for (i) impact fees for 2017, 2018, and 2019; (ii) water, wastewater and drainage facilities to serve Reunion Ranch Phase 2 – Section 5 (water and drainage only), and Reunion Ranch Phase 3 – Section 1; and (iii) pay developer interest (the "Projects").

2.2. The Issuer expects that the aggregate useful lives of the Projects exceed 24 years from the later of the date the Projects are placed in service or the date on which the Bonds are issued.

2.3. All earnings, such as interest and dividends, received from the investment of the proceeds of the Bonds during the period of acquisition and construction of the Projects and not used to pay interest on the Bonds, will be used to pay the costs of the Projects, unless required to be rebated and paid to the United States in accordance with section 148(f) of the Internal Revenue Code of 1986 (the "Code"). The proceeds of the Bonds, together with any investment earnings thereon, are expected not to exceed the amount necessary for the governmental purpose of the Bonds. The Issuer expects that no disposition proceeds will arise in connection with the Projects or the Bonds.

3. Expenditure of Bond Proceeds and Use of Projects.

3.1. The Issuer will incur, within six months after the date of issue of the Bonds, a binding obligation to commence the Projects, either by entering into contracts for the construction of the Projects or by entering into contracts for architectural or engineering services for such Projects, or contracts for the development, purchase of construction materials, or purchase of equipment, for the Projects, with the amount to be paid under such contracts to be in excess of five percent of the proceeds which are estimated to be used for the cost of the Projects.

3.2. After entering into binding obligations, work on such Projects will proceed promptly with due diligence to completion.

3.3. All original proceeds derived from the sale of the Bonds to be applied to the Projects and all investment earnings thereon (other than any amounts required to be rebated to the United States pursuant to section 148(f) of the Code) will be expended for the Projects no later than a date which is three years after the date of issue of the Bonds.

3.4. The Issuer will account for the expenditure of bond proceeds (including investment earnings thereon) for the purposes described in Section 2 herein on its books and records by allocating such proceeds to expenditures within 18 months of the later of the date that (i) the expenditure is made, or (ii) the purposes for which the Bonds are issued have been accomplished. The foregoing notwithstanding, the Issuer does not expect to expend such sale proceeds more than 60 days after the earlier of (i) the fifth anniversary of the delivery of the Bonds, or (ii) the date the Bonds are retired.

3.5. Only Project costs paid or incurred by the Issuer on or after 60 days prior to the date the Issuer approved the funding of the Projects (the "60-day period") through its declaration of official intent ("Qualified Costs") will be paid or reimbursed with bond proceeds. For this purpose Qualified Costs also include preliminary expenditures, incurred prior to the 60-day period before the approval of the Issuer through its declaration of official intent, up to an amount not in excess of 20 percent of the aggregate amount of the Bonds. No Qualified Cost represents the cost of property or land acquired from a related party.

3.6. The Issuer will allocate the Project costs to "capital expenditures". For this purpose, "capital expenditure" means any cost that is properly chargeable to the capital account (or would be so chargeable with a proper election) under general federal income tax principles. For example, costs incurred to acquire, construct or improve land, building and equipment generally are capital expenditures.

3.7. The Issuer will not invest the proceeds prior to such expenditure in any guaranteed investment contract or other nonpurpose investment with a substantially guaranteed yield for a period equal to or greater than four years.

3.8. Other than members of the general public, the Issuer expects that throughout the lesser of the term of the Bonds, or the useful lives of the Projects, the only user of the Projects will be the Issuer or the Issuer's employees and agents. The Issuer has contracted with Severn Trent Environmental Services, Inc. to be the manager of the Projects pursuant to an agreement which complies with Rev. Proc. 2017-13, I.R.B. 2017-6. In no event will the proceeds of the Bonds or facilities financed therewith be used for private business use in an amount greater than \$15 million. The Issuer does not expect to enter into long-term sales of output from the Projects and sales of output will be made on the basis of generally-applicable and uniformly applied rates. The Issuer may apply different rates for different classes of customers, including volume purchasers, which are reasonable and customary.

3.9. Except as stated below, the Issuer expects not to sell or otherwise dispose of property constituting the Projects prior to the earlier of the end of such property's useful life or the final maturity of the Bonds. The Order provides that the Issuer will not sell or otherwise dispose of the Projects unless the Issuer receives an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds.

3.10. For purposes of Subsection 3.9 hereof, the Issuer has not included the portion of the Projects comprised of personal property that is disposed in the ordinary course at a price that is expected to be less than 25 percent of the original purchase price. The Issuer, upon any disposition of such property, will transfer the receipts from the disposition of such property to the general operating fund and expend such receipts within six months for other governmental programs.

4. Yield.

4.1. As shown in the Schedules attached hereto as Exhibit "E", the Issuer elects to use the issue price of the Bonds included in the Form 8038-G, based on the Issue Price Certificate attached hereto. As described in the Certificate of Financial Advisor attached hereto as Exhibit "F", the sale of the Bonds constitutes a "competitive sale" within the meaning of section 1.148-1(f)(3)(i) of the Treasury Regulations, and as such the Issuer will determine the issue price of the Bonds based on the reasonably expected initial offering prices to the public on the sale date for each maturity of the Bonds.

4.2. The premium paid for bond insurance is solely for the transfer of credit risk for the payment of debt service on the Bonds. The Purchaser has represented, based on its experience, and the market conditions and other facts existing on the date of sale of the Bonds, that the present value of the premium paid for bond insurance for each obligation constituting the Bonds to which such premium is properly allocated and which are insured thereby is less than the present value of the interest reasonably expected to be saved as a result of the insurance on each obligation constituting the Bonds. The premium has been paid to a person which is not a user or related to the user of any proceeds of the Bonds. In determining present value for this purpose, the yield of the Bonds (determined with regard to the payment of the guarantee fee) has been used as the discount rate.

4.3. Other than the qualified guarantee referred to in Subsection 4.2 above, the Issuer has not entered into any qualified guarantee or qualified hedge with respect to the Bonds. The yield on the Bonds will not be affected by subsequent unexpected events, except to the extent provided in section 1.148-4(h)(3) of the Treasury Regulations when and if the Issuer enters into a qualified hedge or into any transaction transferring, waiving or modifying any right that is part of the terms of any bond. The Issuer will consult with nationally recognized bond counsel prior to entering into any of the foregoing transactions.

5. Debt Service Fund.

5.1. The Order creates an Debt Service Fund. Other than as described herein, money deposited in the Debt Service Fund will be used to pay the principal of and interest on the Bonds (the "Bona Fide Debt Service Portion"). The Bona Fide Debt Service Portion constitutes a fund that is used primarily to achieve a proper matching of revenues and debt service within each bond year. Such portion will be completely depleted at least once each year except for an amount not in excess of the greater of (a) one-twelfth of the debt service on the Bonds for the previous year, or (b) the previous year's earnings on such portion of the Debt Service Fund. Amounts deposited in the Debt Service Fund constituting the Bona Fide Debt Service Portion will be spent within a thirteen-month period beginning on the date of deposit, and any amount received from the investment of money held in the Debt Service Fund will be spent within a one-year period beginning on the date of receipt.

5.2. A portion of the funds on deposit in the Debt Service Fund, not otherwise used to pay debt service on the Bonds within thirteen months, will be held in trust for the benefit of the holders of the Bonds (the "Reserve Portion"). If on any interest payment or maturity date, sufficient amounts are not available to make debt service payments on the Bonds, the Issuer is required to use such money constituting the Reserve Portion in an amount sufficient to make such payments. The present value of the investments deposited to the Reserve Portion of the Debt Service Fund and allocable to the Bonds that will be invested at a yield higher than the yield on such bonds will not, as of any date, exceed an aggregate amount which equals the lesser of (a) 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Bonds, (b) 1.25 of the average annual debt service on the Bonds, or (c) maximum annual debt service on the Bonds.

5.3. Based on the representation of the Financial Advisor, the amount on deposit in the Reserve Portion of the Debt Service Fund should be maintained as a balance allocable to the Bonds in the Debt Service Fund consistent with accepted standards of prudent fiscal management for similar governmental bodies and in order to provide a reserve against periodic fluctuations in the amount and timing of payment of ad valorem taxes to the Issuer.

5.4. Any money deposited in the Debt Service Fund and any amounts received from the investment thereof that accumulate and remain on hand therein after thirteen months from the date of deposit of any such money or one year after the receipt of any such amounts from the investment thereof shall constitute a third and separate portion of the Debt Service Fund. The yield on any investments allocable to the portion of the Debt Service Fund exceeding of the sum of (a) the Bona Fide Debt Service Portion, (b) the Reserve Portion and (c) an amount equal to the lesser of five percent of the sale and investment proceeds of the Bonds or \$100,000 will be restricted to a yield that does not exceed the yield on the Bonds.

6. Invested Sinking Fund Proceeds, Replacement Proceeds.

6.1. The Issuer has, in addition to the moneys received from the sale of the Bonds, certain other moneys that are invested in various funds which are pledged for various purposes. These other funds are not available to accomplish the purposes described in Section 2 of this Certificate.

6.2. Other than the Debt Service Fund, there are, and will be, no other funds or accounts established, or to be established, by or on behalf of the Issuer (a) which are reasonably expected to be used, or to generate earnings to be used, to pay debt service on the Bonds, or (b) which are reserved or pledged as collateral for payment of debt service on the Bonds and for which there is reasonable assurance that amounts therein will be available to pay such debt service if the Issuer encounters financial difficulties. Accordingly, there are no other amounts constituting "gross proceeds" of the Bonds, within the meaning of section 148 of the Code.

7. Other Obligations.

7.1. There are no other obligations of the Issuer that (a) are sold at substantially the same time as the Bonds, i.e., within 15 days of the date of sale of the Bonds, (b) are sold pursuant to a common plan of financing with the Bonds, and (c) will be payable from the same source of funds as the Bonds.

7.2. The Issuer (including any of its related entities) has not issued nor does it expect to issue any other tax-exempt obligations during the current calendar year, including certain lease purchase agreements, in an amount which when aggregated with the Bonds would exceed \$10,000,000, within the meaning of section 265(b) of the Code.

8. Federal Tax Audit Responsibilities.

The Issuer acknowledges that in the event of an examination by the Internal Revenue Service (the "Service") to determine compliance of the Bonds with the provisions of the Code as they relate to tax-exempt obligations, the Issuer will respond, and will direct its agents and assigns to respond, in a commercially reasonable manner to any inquiries from the Service in connection with such an examination. The Issuer understands and agrees that the examination may be subject to public disclosure under applicable Texas law. The Issuer acknowledges that this Certificate, including any attachments, does not constitute an opinion of Bond Counsel as to the proper federal tax or accounting treatment of any specific transaction.

9. Record Retention and Private Business Use.

The Issuer has covenanted in the Order that it will comply with the requirements of the Code relating to the exclusion of the interest on the Bonds under section 103 of the Code. The Service has determined that certain materials, records and information should be retained by the issuers of tax-exempt obligations for the purpose of enabling the Service to confirm the exclusion of the interest on such obligations under section 103 of the Code. **ACCORDINGLY, THE ISSUER SHALL TAKE STEPS TO ENSURE THAT ALL MATERIALS, RECORDS AND INFORMATION NECESSARY TO CONFIRM THE EXCLUSION OF THE INTEREST ON THE BONDS UNDER SECTION 103 OF THE CODE ARE RETAINED FOR THE PERIOD BEGINNING ON THE ISSUE DATE OF THE BONDS AND ENDING THREE YEARS AFTER THE DATE THE BONDS ARE RETIRED.** The Issuer acknowledges receipt of the letters attached

hereto as Exhibit "B" which discusses limitations related to private business use and Exhibit "C" which, in part, discusses specific guidance by the Service with respect to the retention of records relating to tax-exempt bond transactions.

10. Rebate to United States.

The Issuer has covenanted in the Order that it will comply with the requirements of the Code, including section 148(f) of the Code, relating to the required rebate to the United States. Specifically, the Issuer will take steps to ensure that all earnings on gross proceeds of the Bonds in excess of the yield on the Bonds required to be rebated to the United States will be timely paid to the United States. The Issuer acknowledges receipt of the memorandum attached hereto as Exhibit "A" which discusses regulations promulgated pursuant to section 148(f) of the Code.

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DATED as of December 19, 2019.

REUNION RANCH WATER CONTROL AND
IMPROVEMENT DISTRICT

By: Nathan Neese

Name: Nathan Neese

Title: President

The undersigned represents that, to the best of the undersigned's knowledge, information and belief, the representations contained in Subsection 5.3 of this Federal Tax Certificate and the Schedules attached hereto as Exhibit "E" are, as of December 19, 2019, accurate and complete. We understand that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in this Federal Tax Certificate and by McCall, Parkhurst & Horton L.L.P. (i) in connection with rendering its opinion to the Issuer that interest on the Bonds is excludable from gross income thereof for income tax purposes, and (ii) for purposes of completing the IRS Form 8038-G. The undersigned is certifying only as to facts in existence on the date hereof. Nothing herein represents the undersigned's interpretation of any laws or the application of any laws to these facts.

SPECIALIZED PUBLIC FINANCE INC.

By: Garry Kimball
Name: GARRY KIMBALL
Title: MANAGING DIRECTOR

November 1, 2016

ARBITRAGE REBATE REGULATIONS®

The arbitrage rebate requirements set forth in section 148(f) of the Internal Revenue Code of 1986 (the "Code") generally provide that in order for interest on any issue of bonds¹ to be excluded from gross income (i.e., tax-exempt) the issuer must rebate to the United States the sum of, (1) the excess of the amount earned on all "nonpurpose investments" acquired with "gross proceeds" of the issue over the amount which would have been earned if such investments had been invested at a yield equal to the yield on the issue, and (2) the earnings on such excess earnings.

On June 18, 1993, the U.S. Treasury Department promulgated regulations relating to the computation of arbitrage rebate and the rebate exceptions. These regulations, which replace the previously-published regulations promulgated on May 15, 1989, and on May 18, 1992, are effective for bonds issued after June 30, 1993, have been amended. This memorandum was prepared by McCall, Parkhurst & Horton L.L.P. and provides a general discussion of these arbitrage rebate regulations, as amended. This memorandum does not otherwise discuss the general arbitrage regulations, other than as they may incidentally relate to rebate. This memorandum also does not attempt to provide an exhaustive discussion of the arbitrage rebate regulations and should not be considered advice with respect to the arbitrage rebate requirements as applied to any individual or governmental unit or any specific transaction. Any tax advice contained in this memorandum is of a general nature and is not intended to be used, and should not be used, by any person to avoid penalties under the Code.

McCall, Parkhurst & Horton L.L.P. remains available to provide legal advice to issuers with respect to the provisions of these tax regulations but recommends that issuers seek competent financial and accounting assistance in calculating the amount of such issuer's rebate liability under section 148(f) of the Code and in making elections to apply the rebate exceptions.

Effective Dates

The regulations promulgated on June 18, 1993, generally apply to bonds delivered after June 30, 1993, although they do permit an issuer to elect to apply the rules to bonds issued prior to that date. The temporary regulations adopted by the U.S. Treasury Department in 1989 and 1992 incorporated the same effective dates which generally apply for purposes of section 148(f) of the Code. As such, the previous versions of the rebate regulations generally applied to bonds issued between August 1986 and June 30, 1993 (or, with an election, to bonds issued prior to August 15, 1993). The statutory provisions of section 148(f) of the Code, other than the exception for construction issues, apply to all bonds issued after August 15, 1986, (for private activity bonds) and August 31, 1986, (for governmental public purpose bonds). The statutory exception to rebate applicable for construction issues generally applies if such issue is delivered after December 19, 1989.

The regulations provide numerous transitional rules for bonds sold prior to July 1, 1993. Moreover, since, under prior law, rules were previously published with respect to industrial development bonds and

¹ In this memorandum the word "bond" is defined to include any bond, note, certificate, financing lease or other obligation of an issuer.

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Two Allen Center
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F 713.980.0510

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Suite 1525
San Antonio, Texas 78205
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F 210.225.2984

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M

mortgage revenue bonds, the transitional rules contained in these regulations permit an issuer to elect to apply certain of these rules for computing rebate on pre-1986 bonds. The regulations provide for numerous elections which would permit an issuer to apply the rules (other than 18-month spending exception) to bonds which were issued prior to July 1, 1993 and remain outstanding on June 30, 1993. Due to the complexity of the regulations, it is impossible to discuss in this memorandum all circumstances for which specific elections are provided. If an issuer prefers to use these final version of rebate regulations in lieu of the computational method stated under prior law (e.g., due to prior redemption) or the regulations, please contact McCall, Parkhurst & Horton L.L.P. for advice as to the availability of such options.

Future Value Computation Method

The regulations employ an actuarial method for computing the rebate amount based on the future value of the investment receipts (i.e., earnings) and payments. The rebate method employs a two-step computation to determine the amount of the rebate payment. First, the issuer determines the bond yield. Second, the issuer determines the arbitrage rebate amount. The regulations require that the computations be made at the end of each five-year period and upon final maturity of the issue (the "computation dates"). **THE FINAL MATURITY DATE WILL ACCELERATE IN CIRCUMSTANCES IN WHICH THE BONDS ARE OPTIONALLY REDEEMED PRIOR TO MATURITY. AS SUCH, IF BONDS ARE REFUNDED OR OTHERWISE REDEEMED, THE REBATE MAY BE DUE EARLIER THAN INITIALLY PROJECTED.** In order to accommodate accurate record-keeping and to assure that sufficient amounts will be available for the payment of arbitrage rebate liability, however, we recommend that the computations be performed at least annually. Please refer to other materials provided by McCall, Parkhurst & Horton L.L.P. relating to federal tax rules regarding record retention.

Under the future value method, the amount of rebate is determined by compounding the aggregate earnings on all the investments from the date of receipt by the issuer to the computation date. Similarly, a payment for an investment is future valued from the date that the payment is made to the computation date. The receipts and payments are future valued at a discount rate equal to the yield on the bonds. The rebatable arbitrage, as of any computation date, is equal to the excess of the (1) future value of all receipts from investments (i.e., earnings), over (2) the future value of all payments.

The following example is provided in the regulations to illustrate how arbitrage rebate is computed under the future value method for a fixed-yield bond:

"On January 1, 1994, City A issues a fixed yield issue and invests all the sale proceeds of the issue (\$49 million). There are no other gross proceeds. The issue has a yield of 7.0000 percent per year compounded semiannually (computed on a 30 day month/360 day year basis). City A receives amounts from the investment and immediately expends them for the governmental purpose of the issue as follows:

<u>Date</u>	<u>Amount</u>
2/1/1994	\$ 3,000,000
4/1/1994	5,000,000
6/1/1994	14,000,000
9/1/1994	20,000,000
7/1/1995	10,000,000

City A selects a bond year ending on January 1, and thus the first required computation date is January 1, 1999. The rebate amount as of this date is computed by determining the future value of the receipts and the payments for the investment. The compounding interval is each 6-month (or shorter) period and the 30 day month/360 day year basis is



used because these conventions were used to compute yield on the issue. The future value of these amounts, plus the computation credit, as of January 1, 1999, is:

<u>Date</u>	<u>Receipts (Payments)</u>	<u>FY (7.0000 percent)</u>
1/1/1994	(\$49,000,000)	(\$69,119,339)
2/1/1994	3,000,000	4,207,602
4/1/1994	5,000,000	6,932,715
6/1/1994	14,000,000	19,190,277
9/1/1994	20,000,000	26,947,162
1/1/1995	(1,000)	(1,317)
7/1/1995	10,000,000	12,722,793
1/1/1996	(1,000)	<u>(1,229)</u>
	Rebate amount (01/01/1999)	<u><u>\$878,664"</u></u>

General Method for Computing Yield on Bonds

In general, the term "yield," with respect to a bond, means the discount rate that when used in computing the present value of all unconditionally due payments of principal and interest and all of the payments for a qualified guarantee produces an amount equal to the issue price of the bond. The term "issue price" has the same meaning as provided in sections 1273 and 1274 of the Code. That is, if bonds are publicly offered (i.e., sold by the issuer to a bond house, broker or similar person acting in the capacity of underwriter or wholesaler), the issue price of each bond is determined on the basis of the initial offering price to the public (not to the aforementioned intermediaries) at which price a substantial amount of such bond was sold to the public (not to the aforementioned intermediaries). The "issue price" is separately determined for each bond (i.e., maturity) comprising an issue.

The regulations also provide varying periods for computing yield on the bonds depending on the method by which the interest payment is determined. Thus, for example, yield on an issue of bonds sold with variable interest rates (i.e., interest rates which are reset periodically based on changes in market) is computed separately for each computation period ending at least on each five-year anniversary of the delivery date that the issue. In effect, yield on a variable yield issue is determined on each computation date by "looking back" at the interest payments for such period.

Yield on a fixed interest rate issue (i.e., an issue of bonds the interest rate on which is determined as of the date of the issue) is computed over the entire term of the issue. Issuers of fixed-yield issues generally use the yield computed as of the date of issue for all rebate computations. The yield on fixed-yield issues must be computed by assuming retirements of principal on a call date earlier than the stated maturity date of a bond if (1) the bond is sold at a substantial premium, it may be retired within five years of the date of delivery, and such date is earlier than its scheduled maturity date, or (2) the issue is a stepped-coupon bond. Similarly, recomputation may occur in circumstances in which the issuer or bondholder modify or waive certain terms of, or rights with respect to, the issue or in sophisticated hedging transactions. **IN SUCH CIRCUMSTANCES, ISSUERS ARE ADVISED TO CONSULT McCALL, PARKHURST & HORTON L.L.P. TO ADDRESS THE FEDERAL INCOME TAX CONSEQUENCES OF THESE TRANSACTIONS.**

For purposes of determining the principal or redemption payments on a bond, different rules are used for fixed-rate and variable-rate bonds. The payment is computed separately on each maturity of bonds rather than on the issue as a whole. In certain circumstances, the yield on the bond is determined by assuming that principal on the bond is paid as scheduled and that the bond is retired on the final maturity date for the stated retirement price. For bonds subject to early redemption or stepped-coupon bonds, described above, or for

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bonds subject to mandatory early redemption, the yield is computed assuming the bonds are paid on the early redemption date for an amount equal to their value.

Premiums paid to guarantee the payment of debt service on bonds are taken into account in computing the yield on the bond. Payments for guarantees are taken into account by treating such premiums as the payment of interest on the bonds. This treatment, in effect, raises the yield on the bond, thereby permitting the issuer to recover such fee with excess earnings.

The guarantee must be an unconditional obligation of the guarantor enforceable by the bondholder for the payment of principal or interest on the bond or the tender price of a tender bond. The guarantee may be in the form of an insurance policy, surety bond, irrevocable letter or line of credit, or standby purchase agreement. Importantly, the guarantor must be legally entitled to full reimbursement for any payment made on the guarantee either immediately or upon commercially reasonable repayment terms. The guarantor may not be a co-obligor of the bonds or a user of more than 10 percent of the proceeds of the bonds.

Payments for the guarantee may not exceed a reasonable charge for the transfer of credit risk. This reasonable charge requirement is not satisfied unless it is reasonably expected that the guarantee will result in a net present value savings on the bond (i.e., the premium does not exceed the present value of the interest savings resulting by virtue of the guarantee). If the guarantee is entered into after June 14, 1989, then any fees charged for the nonguarantee services must be separately stated or the guarantee fee is not recoverable.

The regulations also treat certain "hedging" transactions in a manner similar to qualified guarantees. "Hedges" are contracts, e.g., interest rate swaps, futures contracts or options, which are intended to reduce the risk of interest rate fluctuations. Hedges and other financial derivatives are sophisticated and ever-evolving financial products with which a memorandum, such as this, cannot readily deal. **IN SUCH CIRCUMSTANCES, ISSUERS ARE ADVISED TO CONSULT McCALL, PARKHURST & HORTON L.L.P. TO ADDRESS THE FEDERAL INCOME TAX CONSEQUENCES OF THESE TRANSACTIONS.**

Earnings on Nonpurpose Investments

The arbitrage rebate provisions apply only to the receipts from the investment of "gross proceeds" in "nonpurpose investments." For this purpose, nonpurpose investments are stock, bonds or other obligations acquired with the gross proceeds of the bonds for the period prior to the expenditure of the gross proceeds for the ultimate purpose. For example, investments deposited to construction funds, reserve funds (including surplus taxes or revenues deposited to sinking funds) or other similar funds are nonpurpose investments. Such investments include only those which are acquired with "gross proceeds." For this purpose, the term "gross proceeds" includes original proceeds received from the sale of the bonds, investment earnings from the investment of such original proceeds, amounts pledged to the payment of debt service on the bonds or amounts actually used to pay debt service on the bonds. The regulations do not provide a sufficient amount of guidance to include an exhaustive list of "gross proceeds" for this purpose; however, it can be assumed that "gross proceeds" represent all amounts received from the sale of bonds, amounts earned as a result of such sale or amounts (including taxes and revenues) which are used to pay, or secure the payment of, debt service for the bonds. The total amount of "gross proceeds" allocated to a bond generally cannot exceed the outstanding principal amount of the bonds.

The regulations provide that an investment is allocated to an issue for the period (1) that begins on the date gross proceeds are used to acquire the investment, and (2) that ends on the date such investment ceases to be allocated to the issue. In general, proceeds are allocated to a bond issue until expended for the ultimate purpose for which the bond was issued or for which such proceeds are received (e.g., construction of a bond-financed facility or payment of debt service on the bonds). Deposit of gross proceeds to the general fund of the

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issuer (or other fund in which they are commingled with revenues or taxes) does not eliminate or ameliorate the Issuer's obligation to compute rebate in most cases. As such, proceeds commingled with the general revenues of the issuer are not "freed-up" from the rebate obligation. An exception to this commingling limitation for bonds, other than private activity bonds, permits "investment earnings" (but not sale proceeds or other types of gross proceeds) to be considered spent when deposited to a commingled fund if those amounts are reasonably expected to be spent within six months. Other than for these amounts, issuers may consider segregating investments in order to more easily compute the amount of such arbitrage earnings by not having to allocate investments.

Special rules are provided for purposes of advance refundings. These rules are too complex to discuss in this memorandum. Essentially, the rules relating to refundings, however, do not require that amounts deposited to the escrow fund to defease the prior obligations of the issuer be subject to arbitrage rebate to the extent that the investments deposited to the escrow fund do not have a yield in excess of the yield on the bonds. Any loss resulting from the investment of proceeds in an escrow fund below the yield on the bonds, however, may be recovered by combining those investments with investments deposited to other funds, e.g., reserve or construction funds.

The arbitrage regulations also provide an exception to the arbitrage limitations for the investment of bond proceeds in tax-exempt obligations. As such, investment of proceeds in tax exempt bonds eliminates the Issuer's rebate obligation. A caveat; this exception does not apply to gross proceeds derived allocable to a bond, which is not subject to the alternative minimum tax under section 57(a)(5) of the Code, if invested in tax-exempt bonds subject to the alternative minimum tax, i.e., "private activity bonds." Such "AMT-subject" investment is treated as a taxable investment and must comply with the arbitrage rules, including rebate. Earnings from these tax-exempt investments are subject to arbitrage restrictions, including rebate.

Similarly, the investment of gross proceeds in certain tax-exempt mutual funds are treated as a direct investment in the tax-exempt obligations deposited in such fund. While issuers may invest in such funds for purposes of avoiding arbitrage rebate, they should be aware that if "private activity bonds" are included in the fund then a portion of the earnings will be subject to arbitrage rebate. Issuers should be prudent in assuring that the funds do not contain private activity bonds.

The arbitrage regulations provide a number of instances in which earnings will be imputed to nonpurpose investments. Receipts generally will be imputed to investments that do not bear interest at an arm's-length (i.e., market) interest rate. As such, the regulations adopt a "market price" rule. In effect, this rule prohibits an issuer from investing bond proceeds in investments at a price which is higher than the market price of comparable obligations, in order to reduce the yield. Special rules are included for determining the market price for investment contracts, certificates of deposit and certain U.S. Treasury obligations. For example, to establish the fair market value of investment contracts a bidding process between three qualified bidders must be used. The fair market value of certificates of deposit which bear a fixed interest rate and are subject to an early withdrawal penalty is its purchase price if that price is not less than the yield on comparable U.S. Treasury obligations and is the highest yield available from the institution. In any event, a basic "common sense" rule-of-thumb that can be used to determine whether a fair market value has been paid is to ask whether the general funds of the issuer would be invested at the same yield or at a higher yield. An exception to this market price rule is available for United States Treasury Obligations - State or Local Government Series in which case the purchase price is always the market price.

Reimbursement and Working Capital

The regulations provide rules for purposes of determining whether gross proceeds are used for working capital and, if so, at what times those proceeds are considered spent. In general, issuers can finance short-term or long-term working capital with tax-exempt bonds. By adopting a "proceeds-spent-last" rule, the regulations also generally require that an issuer actually incur a deficit (i.e., expenditures must exceed receipts)

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for the computation period (which generally corresponds to the issuer's fiscal year in the case of short-term working capital financing). Also, the regulations permit an operating reserve, but unlike prior regulations the amount of such reserve may not exceed five percent of the issuer's actual working capital expenditures for the prior fiscal year. A change was made to the regulations in 2016 allows issuers to finance the operating reserve with proceeds of a tax-exempt obligation. The regulations generally continue the prior regulations' 13-month temporary period for short-term working capital financing.

Long-term working capital financings are beyond the scope of this memorandum. In the event long-term working capital financing is needed, issuers are advised to consult McCall, Parkhurst & Horton L.L.P. to address the federal income tax consequences of these transactions.

Importantly, the regulations contain rules for determining whether proceeds used to reimburse an issuer for costs paid prior to the date of issue of the obligation, in fact, are considered spent at the time of reimbursement. These rules apply to an issuer who uses general revenues for the payment of all or a portion of the costs of a project then uses the proceeds of the bonds to reimburse those general revenues. Failure to comply with these rules would result in the proceeds continuing to be subject to federal income tax restrictions, including rebate.

To qualify for reimbursement, a cost must be described in an expression (e.g., resolution, legislative authorization) evidencing the issuer's intent to reimburse which is made no later than 60 days after the payment of the cost. Reimbursement must occur no later than 18 months after the later of (1) the date the cost is paid or (2) the date the project is placed in service. Except for projects requiring an extended construction period or small issuers, in no event can a cost be reimbursed more than three years after the cost is paid.

Reimbursement generally is not permitted for working capital; only capital costs, grants and loans may be reimbursed. Moreover, certain anti-abuse rules apply to prevent issuers from avoiding the limitations on refundings. IN CASES INVOLVING WORKING CAPITAL OR REIMBURSEMENT, ISSUERS ARE ADVISED TO CONTACT McCALL, PARKHURST & HORTON L.L.P. TO ADDRESS THE FEDERAL INCOME TAX CONSEQUENCES OF THE TRANSACTION.

Rebate Payments

Rebate payments generally are due 60 days after each installment computation date. The interim computation dates occur each fifth anniversary of the issue date. The final computation date is on the latest of (1) the date 60 days after the date the issue of bonds is no longer outstanding, (2) the date eight months after the date of issue for certain short-term obligations (i.e., obligations retired within three years), or (3) the date the issuer no longer reasonably expects any spending exception, discussed below, to apply to the issue. On such payment dates, other than the final payment date, an issuer is required to pay 90 percent of the rebatable arbitrage to the United States. On the final payment date, an issuer is required to pay 100 percent of the remaining rebate liability.

Failure to timely pay rebate does not necessarily result in the loss of tax-exemption. Late payments, however, are subject to the payment of interest, and unless waived, a penalty of 50 percent (or, in the case of private activity bonds, other than qualified 501(c)(3) bonds, 100 percent) of the rebate amount which is due. IN SUCH CIRCUMSTANCES, ISSUERS ARE ADVISED TO CONSULT McCALL, PARKHURST & HORTON L.L.P. TO ADDRESS THE FEDERAL INCOME TAX CONSEQUENCES OF THESE TRANSACTIONS.

Rebate payments are refundable. The issuer, however, must establish to the satisfaction of the Commissioner of the Internal Revenue Service that the issuer paid an amount in excess of the rebate and that the recovery of the overpayment on that date would not result in additional rebatable arbitrage. An overpayment of less than \$5,000 may not be recovered before the final computation date.



Alternative Penalty Amount

In certain cases, an issuer of a bond the proceeds of which are to be used for construction may elect to pay a penalty, in lieu of rebate. The penalty may be elected in circumstances in which the issuer expects to satisfy the two-year spending exception which is more fully described under the heading "Exceptions to Rebate." The penalty is payable, if at all, within 60 days after the end of each six-month period. This is more often than rebate. The election of the alternative penalty amount would subject an issuer, which fails the two-year spend-out requirements, to the payment of a penalty equal to one and one-half of the excess of the amount of proceeds which was required to be spent during that period over the amount which was actually spent during the period.

The penalty has characteristics which distinguish it from arbitrage rebate. First, the penalty would be payable without regard to whether any arbitrage profit is actually earned. Second, the penalty continues to accrue until either (1) the appropriate amount is expended or (2) the issuer elects to terminate the penalty. To be able to terminate the penalty, the issuer must meet specific requirements and, in some instances, must pay an additional penalty equal to three percent of the unexpended proceeds.

Exceptions to Rebate

The Code and regulations provide certain exceptions to the requirement that the excess investment earnings be rebated to the United States.

a. *Small Issuers.* The first exception provides that if an issuer (together with all subordinate issuers) during a calendar year does not issue tax-exempt bonds² in an aggregate face amount exceeding \$5 million, then the obligations are not subject to rebate. *Only issuers with general taxing powers may take advantage of this exception.* Subordinate issuers are those issuers which derive their authority to issue bonds from the same issuer, e.g., a city and a health facilities development corporation, or which are controlled by the same issuer, e.g., a state and the board of a public university. In the case of bonds issued for public school capital expenditures, the \$5 million cap may be increased to as much as \$15 million. For purposes of measuring whether bonds in the calendar year exceed these dollar limits, current refunding bonds can be disregarded if they meet certain structural requirements. Please contact McCall, Parkhurst & Horton L.L.P. for further information.

b. *Spending Exceptions.*

Six-Month Exception. The second exception to the rebate requirement is available to all tax-exempt bonds, all of the gross proceeds of which are expended during six months. The six month rule is available to bonds issued after the effective date of the Tax Reform Act of 1986. See the discussion of effective dates on page two. For this purpose, proceeds used for the redemption of bonds (other than proceeds of a refunding bond deposited to an escrow fund to discharge refunded bonds) cannot be taken into account as expended. As such, bonds with excess gross proceeds generally cannot satisfy the second exception unless the amount does not exceed the lesser of five percent or \$100,000 and such de minimis amount must be expended within one year.

Certain gross proceeds are not subject to the spend-out requirement, including amounts deposited to a bona fide debt service fund, to a reserve fund and amounts which become gross proceeds received from purpose investments. These amounts themselves, however, may be subject to rebate even though the originally expended proceeds were not.

² For this purpose, "private activity bonds" neither are afforded the benefit of this exception nor are taken into account for purposes of determining the amount of bonds issued.

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The Code provides a special rule for tax and revenue anticipation notes (i.e., obligations issued to pay operating expenses in anticipation of the receipt of taxes and other revenues). Such notes are referred to as TRANs. To determine the timely expenditure of the proceeds of a TRAN, the computation of the "cumulative cash flow deficit" is important. If the "cumulative cash flow deficit" (i.e., the point at which the operating expenditures of the issuer on a cumulative basis exceed the revenues of the issuer during the fiscal year) occurs within the first six months of the date of issue and must be equal to at least 90 percent of the proceeds of the TRAN, then the notes are deemed to satisfy the exception. This special rule requires, however, that the deficit actually occur, not that the issuer merely have an expectation that the deficit will occur. In lieu of the statutory exception for TRANs, the regulations also provide a second exception. Under this exception, 100 percent of the proceeds must be spent within six months, but before note proceeds can be considered spent, all other available amounts of the issuer must be spent first ("proceeds-spent-last" rule). In determining whether all available amounts are spent, a reasonable working capital reserve equal to five percent of the prior year's expenditures may be set aside and treated as unavailable.

18-Month Exception. The regulations also establish a non-statutory exception to arbitrage rebate if all of the gross proceeds (including investment earnings) are expended within 18 months after the date of issue. Under this exception, 15 percent of the gross proceeds must be expended within a six-month spending period, 60 percent within a 12-month spending period and 100 percent within an 18-month spending period. The rule permits an issuer to rely on its reasonable expectations for computing investment earnings which are included as gross proceeds during the first and second spending period. A reasonable retainage not to exceed five percent of the sale proceeds of the issue is not required to be spent within the 18-month period but must be expended within 30 months. Rules similar to the six-month exception relate to the definition of gross proceeds.

Two Year Exception. Bonds issued after December 19, 1989 (i.e., the effective date of the Omnibus Reconciliation Act of 1989), at least 75 percent of the net proceeds of which are to be used for construction, may be exempted from rebate if the gross proceeds are spent within two years. Bonds more than 25 percent of the proceeds of which are used for acquisition or working capital may not take advantage of this exception. The exception applies only to governmental bonds, qualified 501(c)(3) bonds and private activity bonds for governmentally-owned airports and docks and wharves. The two-year exception requires that at least 10 percent of the available construction proceeds must be expended within six months after the date of issue, 45 percent within 12 months, 75 percent within 18 months and 100 percent within 24 months. The term "available construction proceeds" generally means sale proceeds of the bonds together with investment earnings less amounts deposited to a qualified reserve fund or used to pay costs of issuance. Under this rule, a reasonable retainage not to exceed five percent need not be spent within 24 months but must be spent within 36 months.

The two-year rule also provides for numerous elections which must be made not later than the date of issuance of the bonds. Once made, the elections are irrevocable. Certain elections permit an issuer to bifurcate bond issues, thereby treating only a portion of the issue as a qualified construction bond; and, permit an issuer to disregard earnings from reserve funds for purposes of determining "available construction proceeds." Another election permits an issuer to pay the alternative penalty amount discussed above in lieu of rebate if the issuer ultimately fails to satisfy the two-year rule. Issuers should discuss these elections with their financial advisors prior to issuance of the bonds. Of course, McCall, Parkhurst & Horton L.L.P. remains available to assist you by providing legal interpretations thereof.

Debt Service Funds. Additionally, an exception to the rebate requirement, whether or not any of the previously discussed exceptions are available, applies for earnings on "bona fide debt service funds." A "bona fide debt service fund" is one in which the amounts are expended within 13 months of the accumulation of such amounts by the issuer. In general, most interest and sinking funds (other than any excess taxes or revenues accumulated therein) satisfy these requirements. For private activity bonds, short term bonds (i.e.,

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have a term of less than five years) or variable rate bonds, the exclusion is available only if the gross earnings in such fund does not exceed \$100,000, for the bond year. For other bonds issued after November 11, 1988, no limitation is applied to the gross earnings on such funds for purposes of this exception. Therefore, subject to the foregoing discussion, the issuer is not required to take such amounts into account for purposes of the computation.

Conclusion

McCall, Parkhurst & Horton L.L.P. hopes that this memorandum will prove to be useful as a general guide to the arbitrage rebate requirements.

Again, this memorandum is not intended as an exhaustive discussion nor as specific advice with respect to any specific transaction. We advise our clients to seek competent financial and accounting assistance. Of course, we remain available to provide legal advice regarding all federal income tax matters, including arbitrage rebate. If you have any questions, please feel free to contact either Harold T. Flanagan or Stefano Taverna at (214) 754-9200.



EXHIBIT "B"

January 1, 2018

Certain Federal Income Tax Considerations for Private Business Use of Bond-Financed Facilities

This memorandum provides a general discussion of those types of contractual arrangements which give rise to private business use, and to what extent that use rises to a prohibited level. Generally, in order for bonds issued by governmental units to be tax-exempt, no more than a de minimis amount of the proceeds of the bonds or the facilities financed with such proceeds may be used by non-governmental users. That is, there may be no more than an incidental use by persons, other than state or local governments. Too much private business use can cause the bonds to become taxable. Private business use for this purpose can be direct or can result from indirect benefits being conveyed to a private person by contractual arrangement. The following discussion describes, in general terms, those types of arrangements which need to be scrutinized.

We hope that this general guideline will be useful to you in interacting with private parties regarding the use of bond proceeds or bond-financed facilities. While the statements contained herein are not intended as advice with regard to any specific transaction, McCall, Parkhurst & Horton L.L.P. remains available should you have questions about these rules. Any tax advice contained in this memorandum, including any attachments, was not intended or written to be used for the purpose of avoiding federal tax related penalties or promoting, marketing or recommending to another party any transaction or matter addressed herein. If you have any specific questions or comments, please feel free to contact Stefano Taverna or Harold T. Flanagan at (214) 754-9200.

I. Private Business Use

Arrangements that involve use in a trade or business by a nongovernmental person of bond proceeds or facilities financed with bond proceeds may cause a "private business use" problem. Bond-financed facilities may be used by a variety of people with differing consequences under these rules. For example, students, teachers, employees and the general public may use bond-financed facilities on a non-exclusive basis without constituting private business use. More problematic, however, is use of bond-financed facilities by groups such as managers, lessees (e.g., book store owners), persons providing services (e.g., food or cleaning), seminar groups, sports and entertainment groups, and even alumni associations. The benefits also may be considered to pass to a private person where the right to the output produced by the facility is transferred. For this purpose, the federal government is considered a non-governmental person. Use by an organization organized under section 501(c)(3) of the Internal Revenue Code in a trade or business unrelated to the exempt purpose of such organization also is considered use by a private person.

The term "use" includes both actual and beneficial use. As such, private business use may arise in a variety of ways. For example, ownership of a bond-financed facility by a non-governmental person is private business use. The leasing of a bond-financed facility by a non-governmental person can also cause a private business use problem. Along the same line,

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management of such facilities by a non-governmental person can cause a problem with private business use, absent compliance with the management contract rules discussed below. Essentially, such use can occur in connection with any arrangement in which the non-governmental user has a preference to benefit from the proceeds or the facilities. Therefore, any arrangement which results in a non-governmental person being the ultimate beneficiary of the bond financing must be considered.

1. Sales and Leases. The sale of a bond-financed facility to a non-governmental person would cause a private business use problem if that facility involved the use of more than 10 percent of the bond proceeds. Since state law often prohibits a governmental issuer from lending credit, this circumstance generally does not occur. Leases, however, also could be a problem because such arrangements grant a possessory interest in the facility which results in the lessee receiving a right to use the facility which is superior to members of the general public.

2. Management Contracts. Having a private manager will give rise to private business use unless certain terms of the management agreement demonstrate that beneficial use has not been passed to the manager. These factors relate to the compensation arrangements, contract term, cancellation provisions, and the relationship of the parties.

The tax rules provide that a contract that satisfies certain requirements is treated as a contract that does not give rise to private use of facilities financed with tax-exempt bonds ("Qualified Contract"). Additionally, certain arrangements that qualify as an eligible expense reimbursement arrangement do not give rise to private use.

A Qualified Contract is one that meets **all** of the following requirements:

- i. Compensation paid to the private manager must be reasonable;
- ii. The private manager cannot receive a share of "net profits" from the operation of the managed property;
- iii. The private manager cannot share in the net losses resulting from the operation of the managed property;
- iv. The contract's term cannot exceed 30 years or 80 percent of the weighted average reasonably expected economic life of the managed property, if less;
- v. The governmental owner must exercise a significant degree of control over the actual use of the managed property;
- vi. The governmental owner must retain the risk of loss (for example, in cases of catastrophic events); and
- vii. The private manager cannot take an inconsistent tax position from the position taken by the governmental owner nor can it retain substantial ability to limit the governmental owner's control rights.

Various factors must be evaluated when drafting a contract to ensure it meets this new safe-harbor, including the eligibility for, the amount of, and the timing of, compensation payments to the private manager, as well as the amount and contingency of, and the timing of operational losses borne by the private manager. Penalties for the inability to meet certain benchmarks are allowed, so long as they are determinable in a stated dollar amount, or a multiple thereof. Similarly, incentive compensations or bonuses are permissible, even if measured against



standards of quality of services, performance or productivity, so long as they are not based on the net profits from the management of the bond financed property.

An owner's control is significant so long as it retains control over the budget, the type of expenditures, dispositions of bond financed property and control over the general nature and type of use of those assets.

The tax rules also provide owner's flexibility when structuring compensation arrangements with private managers (which could include fixed, per capita, per unit or any other variable compensation arrangement and terms that could be as long as 30 years), as long as the term of the contract does not exceed the allowable term, including all renewal options, the owner retains significant controls over the venture, the compensation is reasonable and there is no sharing of net profit or net losses with the private manager.

3. Cooperative Research Agreements. A cooperative research agreement with a private sponsor whereby the private party uses bond-financed facilities may cause a private business use problem. Nevertheless, such use of a bond-financed facility by a non-governmental person is to be disregarded for purposes of private business use if the arrangement is in one of the following forms. First, the arrangement may be disregarded if the sponsoring party is required to pay a competitive price for any license or other use of resulting technology, and such price must be determined at the time the technology is available. Second, an arrangement may also qualify if a four-part requirement is met: (1) multiple, unrelated industry sponsors must agree to fund university-performed basic research; (2) the university must determine the research to be performed and the manner in which it is to be performed; (3) the university must have exclusive title to any patent or other product incidentally resulting from the basic research; and (4) sponsors must be limited to no more than a nonexclusive, royalty-free license to use the product of any such research.

4. Output Contracts. In some circumstances, private business use arises by virtue of contractual arrangements in which a governmental unit agrees to sell the output from a bond-financed facility to a non-governmental person. If the non-governmental person is obligated to take the output or to pay for output even if not taken, then private business use will arise. This is because the benefits and burdens of the bond-financed facility are considered as inuring to the non-governmental purchaser. In addition to the general rule, output-type facilities, including electric and gas generation, transmission and related facilities (but not water facilities) are further limited in the amount of private business use which may be permitted. If more than 5 percent of the proceeds are used for output facilities and if more than 10 percent of the output is sold pursuant to an output arrangement, then the aggregate private business use which may result (for all bond issues) is \$15,000,000.

II. How Much Private Business Use is Too Much?

In general, there is too much private business use if an amount in excess of 10 percent of the proceeds of the bond issue are to be used, directly or indirectly, in a trade or business carried on by persons other than governmental units, and other than as members of the general public. All trade or business use by persons on a basis different than that of the general public is aggregated for the 10 percent limit. Private business use is measured on a facility or bond issue basis. On a facility basis, such use is generally measured by relative square footage, fair market rental value or the percentage of cost allocable to the private use. On a bond issue basis, the proceeds of the bond issue are allocated to private and governmental (or public) use of the



facility to determine the amount of private business use over the term of the bond issue. Temporary use is not necessarily "bad" (i.e., private use) even though it results in more than 10 percent of the facility being so used. For example, if 100 percent of a facility is used for a period equal to five percent of the term of the bond such use may not adversely impact the bonds. The question is whether the benefits and burdens of ownership have transferred to the private user, as in the case of a sale, lease or management contract. If these benefits and burdens have not transferred, such use may be disregarded for purposes of private business use. In no event should private business use exceed \$15,000,000.

In addition, if the private use is considered "unrelated or disproportionate" to the governmental purpose for issuance of the bonds, the private business use test is met if the level of the prohibited private use rises to 5 percent. The "unrelated" question turns on the operational relationship between the private use and use for the governmental purpose. In most cases, a related use facility must be located within or adjacent to the related governmental facility, e.g., a privately-operated school cafeteria would be related to the school in which it is located. Whereas, the use of a bond-financed facility as an administrative office building for a catering company that operates cafeterias for a school system would not be a related use of bond proceeds. Nonetheless, even if a use is related, it is disproportionate to the extent that bond proceeds used for the private use will exceed proceeds used for the related governmental use.

III. When are the tests applied to analyze the qualification of a bond?

A bond is tested both (1) on the date of issue, and (2) over the term. The tests are applied to analyze the character of the bond on the date of issue, based on how the issuer expects to use the proceeds and the bond-financed property. This is known as the "**reasonable expectations**" standard. The tests also continuously are applied during the term of the bonds to determine whether there has been a deviation from those expectations. This is known as the "**change of use**" standard. When tested, bonds are viewed on an "issue-by-issue" basis. Generally, bonds secured by the same sources of funds are part of the same "issue" if they are sold within 15 days of one another.

IV. What is the reasonable expectations standard?

The reasonable expectations standard will be the basis on which McCall, Parkhurst & Horton L.L.P., as bond counsel, will render the federal income tax opinion on the bonds. The statement of expectations will be incorporated into the Federal Tax Certificate, previously referred to as the Federal Tax Certificate. The certificate also will contain information about the amounts to be expended on different types of property, e.g., land, buildings, equipment, in order to compute a weighted useful life of the bond-financed property. Based on the information on useful life, the maximum weighted average maturity of the bonds tested to ensure that is restricted to no more than 120 percent of the useful life of the property being financed or refinanced.

V. Change of Use Standard.

The disqualified private business use need not exist on the date of issue. Subsequent use by non-governmental persons also can cause a loss of tax-exemption. Post-issuance "change of use" of bond-financed facilities could result in the loss of the tax-exempt status of the bonds, unless certain elements exist which demonstrate the change was unforeseen. For this purpose, a change in use includes a failure to limit private business use subsequent to the date of issuance of the bonds. A reasonable expectation element requires that, as of the date of issue of the bonds, the governmental unit reasonably have expected to use the proceeds of the issue for qualified



facilities for the entire term of the issue. To fall within the safe harbor rules which avoid loss of tax-exempt status the governmental unit must assure that no circumstances be present which indicate an attempt to avoid directly or indirectly the requirements of federal income tax law.

Finally, the safe harbor requires that the governmental unit take remedial action that would satisfy one of the following provisions: redemption of bonds; alternative use of disposition proceeds of a facility that is financed by governmental bonds; or, alternative use of a facility that is financed by governmental bonds. For purposes of the latter two remedial action provisions, the governmental unit has 90 days from the date of the change of use to satisfy the requirements. In addition, there is an exception for small transactions for dispositions at a loss.

VI. Written Procedures.

Each governmental issuer should establish written procedures to assure continuing compliance with the private use and arbitrage limitations imposed by the Code. Moreover, the Internal Revenue Service ("IRS") is asking issuers to state in a bond issue's informational return (such as an 8038-G) whether such post-issuance procedures have been adopted. The federal tax certificate, together with the attached memoranda and bond covenants can be supplemented by standard written practices adopted by the executive officer or legislative bodies of the issuer. Accordingly, our firm is prepared to advise you with respect to additional practices which we believe would be beneficial in monitoring compliance and taking remedial action in cases of change in use. There is no standard uniform practice for all issuers to adopt because each issuer operates in unique fashion. However, if you wish us to assist you in developing practices which might assist you in complying with the viewpoints expressed by the IRS and its personnel, please contact your bond lawyer at McCall, Parkhurst & Horton LLP.



Exhibit "C"

November 19, 2019

Board of Directors
Reunion Ranch Water Control and Improvement District
c/o Willatt & Flickinger, PLLC
12912 Hill Country Boulevard, Suite F-232
Austin, Texas 78738

Re: Reunion Ranch Water Control and Improvement District
Unlimited Tax Bonds, Series 2019

Ladies and Gentlemen:

As you know, the Reunion Ranch Water Control and Improvement District (the "Issuer") will issue the captioned bonds in order to provide for the acquisition and construction of the projects. As a result of that issuance, the federal income tax laws impose certain restrictions on the investment and expenditure of amounts to be used for the projects or to be deposited to the debt service fund for the captioned bonds. The purpose of this letter is to set forth, in somewhat less technical language, those provisions of the tax law which require the timely use of bond proceeds and that investment of these amounts be at a yield which is not higher than the yield on the captioned bonds. For this purpose, please refer to line 21(e) of the Form 8038-G included in the transcript of proceedings for the yield on the captioned bonds. Please note that the Form 8038-G has been prepared based on the information provided by or on your behalf by your financial advisor. Accordingly, while we believe that the information is correct you may wish to have the yield confirmed before your rebate consultant or the paying agent attempt to rely on it.

Generally, the federal tax laws provide that, unless excepted, amounts to be used for the projects or to be deposited to the debt service fund must be invested in obligations the combined yield on which does not exceed the yield on the bonds. Importantly, for purposes of administrative convenience, the bonds, however, have been structured in such a way as to avoid, for the most part, this restriction on investment yield. They also contain certain covenants relating to expenditures of proceeds designed to alert you to unintentional failures to comply with the laws affecting expenditures of proceeds and dispositions of property.

First, the sale and investment proceeds to be used for the new money projects may be invested for up to three years without regard to yield. (Such amounts, however, may be subject to rebate.) Thereafter, they must be invested at or below the bond yield. Importantly, expenditure of these proceeds must be accounted in your books and records. Allocations of these expenditures must occur within 18 months of the later of the date paid or the date the projects are completed. The foregoing notwithstanding, the allocation should not occur later than 60 days after the earlier of (1) five years after the delivery date of the bonds or (2) the date the bonds are retired unless you obtain advice of bond counsel.

Second, the debt service fund is made up of taxes which are levied annually for the payment of current debt service on all the Issuer's outstanding bonds. Any taxes deposited to the debt service fund which are to be used for the payment of current debt service on the captioned bonds, or any other outstanding bonds, are not subject to yield restriction. By definition, current debt service refers only to debt service to be paid within one year of the date of receipt of the taxes. For the most part, this would be debt service in the current fiscal year.

600 Congress Ave.
Suite 1800
Austin, Texas 78701
T 512.478.3805
F 512.472.0871

717 North Harwood
Suite 900
Dallas, Texas 75201
T 214.754.9200
F 214.754.9250

Two Allen Center
1200 Smith Street, Suite 1550
Houston, Texas 77002
T 713.980.0500
F 713.980.0510

700 N. St. Mary's Street
Suite 1525
San Antonio, Texas 78205
T 210.225.2800
F 210.225.2984



These amounts deposited to the account for current debt service may be invested without regard to any constraint imposed by the federal income tax laws.

Third, the debt service fund contains an amount of taxes, which although not expended for debt service within the current year, are necessary to ensure that amounts will be sufficient to pay debt service in the event that taxes are insufficient during that period. This amount, commonly referred to as "coverage," represents a reserve account against periodic fluctuations in the receipt of tax revenues. The Internal Revenue Code permits amounts which are held in reserve for the payment of debt service, in such instances, to be invested without regard to yield restriction if such amounts do not exceed the lesser of (1) 10 percent of the outstanding principal amount of all outstanding bonds, (2) maximum annual debt service on all outstanding bonds, or (3) 125 percent of average annual debt service on all outstanding bonds.

Fourth, a portion of the debt service fund is permitted to be invested without regard to yield restriction as a "minor portion." The "minor portion" exception is available for de minimis amounts of taxes deposited to the debt service fund. The maximum amount that may be invested as part of this account may not exceed the lesser of five percent of the principal amount of the bonds or \$100,000.

Accordingly, you should review the current balance in the debt service fund in order to determine if such balance exceeds the aggregate amount of these three accounts. Additionally, in the future it is important that you be aware of these accounts as additional amounts are deposited to the debt service fund. The amounts which are subject to yield restriction would only be the amounts which are in excess of the sum of (1) the current debt service account, (2) the reserve account, and (3) the "minor portion" account. Moreover, to the extent that additional bonds are issued by the Issuer, whether for new money projects or for refunding, these amounts will change in their proportion.

As of January 1, 2018, tax-exempt bonds cannot be issued to advance refund another bond. While certain exceptions may apply, an advance refunding bond is one the proceeds of which are generally used to pay principal, interest or premium on another issue of bonds more than 90 days after the issue date of the refunding bond. **The Issuer should not use any proceeds of the bonds for the payment of principal, interest or premium on another issue of bonds without first discussing with Bond Counsel.**

The Order contains covenants that require the Issuer to comply with the requirements of the federal tax laws relating to the tax-exempt obligations. The Internal Revenue Service (the "Service") has determined that certain materials, records and information should be retained by the issuers of tax-exempt obligations for the purpose of enabling the Service to confirm the exclusion of the interest on such obligations under the Internal Revenue Code. **Accordingly, the Issuer should retain such materials, records and information for the period beginning on the issue date of the captioned bonds and ending three years after the date the captioned bonds are retired. Please note this federal tax law standard may vary from state law standards.** The material, records and information required to be retained will generally be contained in the transcript of proceedings for the captioned bonds, however, the Issuer should collect and retain additional materials, records and information to ensure the continued compliance with federal tax law requirements. For example, beyond the transcript of proceedings for the bonds, the Issuer should keep schedules evidencing the expenditure of bond proceeds, documents relating to the use of bond-financed property by governmental and any private parties (e.g., leases and management contracts, if any) and schedules pertaining to the investment of bond proceeds. In the event that you have questions relating to record retention, please contact us.

The Service also wants some assurance that any failure to comply with the federal tax laws was not due to an issuer's intentional disregard or gross neglect of the responsibilities imposed on it by the federal tax laws. Therefore, to ensure post-issuance compliance, an issuer should consider adopting formalized written guidelines to help the issuer perform diligence reviews at regular intervals. The goal is for issuers to be able to timely



identify and resolve violations of the laws necessary to maintain their obligations' tax-favored status. While the federal tax certificate, together with its attachments, may generally provide a basic written guideline when incorporated in an organizations' operations, the extent to which an organization has appropriate written compliance procedures in place is to be determined on a case-by-case basis. Moreover, the Service has indicated that written procedures should identify the personnel that adopted the procedures, the personnel that is responsible for monitoring compliance, the frequency of compliance check activities, the nature of the compliance check activities undertaken, and the date such procedures were originally adopted and subsequently updated, if applicable. The Service has stated that the adoption of such procedures will be a favorable factor that the Service will consider when determining the amount of any penalty to be imposed on an issuer in the event of an unanticipated and non-curable failure to comply with the tax laws.

Finally, you should notice that the Order contains a covenant that limits the ability of the Issuer to sell or otherwise dispose of bond-financed property for compensation. Beginning for obligations issued after May 15, 1997 (including certain refunding bonds), or in cases in which an issuer elects to apply new private activity bond regulations, such sale or disposition causes the creation of a class of proceeds referred to as "disposition proceeds." Disposition proceeds, like sale proceeds and investment earnings, are tax-restricted funds. Failure to appropriately account, invest or expend such disposition proceeds would adversely affect the tax-exempt status of the bonds. In the event that you anticipate selling property, even in the ordinary course, please contact us.

Obviously, this letter only presents a fundamental discussion of, among other tax rules, the yield restriction rules as applied to amounts deposited to the debt service fund. This letter does not address the rebate consequences with respect to the debt service fund and you should review the memorandum attached to the Federal Tax Certificate as Exhibit "A" for this purpose. If you have certain concerns with respect to the matters discussed in this letter or wish to ask additional questions with regards to certain limitations imposed, please feel free to contact our firm. Thank you for your consideration and we look forward to our continued relationship.

Very truly yours,

McCALL, PARKHURST & HORTON L.L.P.

cc: Ms. Carol D. Polumbo
Mr. Clayton C. Chandler

Exhibit "D"

ISSUE PRICE CERTIFICATE

[To be attached hereto]

CERTIFICATE OF ISSUE PRICE

(sales where 3 bids are received)

The undersigned, as the underwriter or the manager of the syndicate of underwriters ("Purchaser"), with respect to the purchase at competitive sale of the Unlimited Tax Bonds, Series 2019 issued by Reunion Ranch Water Control and Improvement District ("Issuer") in the principal amount of \$5,000,000 ("Bonds"), hereby certifies and represents, based on its records and information, as follows:

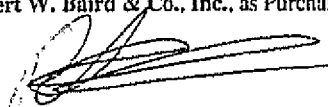
- (a) On the first day on which there was a binding contract in writing for the purchase of the Bonds by the Purchaser, the Purchaser's reasonably expected initial offering prices of each maturity of the Bonds with the same credit and payment terms (the "Expected Offering Prices") to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter are as set forth in the pricing wire or equivalent communication for the Bonds, as attached to this Certificate as Schedule A. The Expected Offering Prices are the prices for the Bonds used by the Purchaser in formulating its bid to purchase the Bonds.
- (b) The Purchaser had an equal opportunity to bid to purchase the Bonds and it was not given the opportunity to review other bids that was not equally given to all other bidders (i.e., no last look).
- (c) The bid submitted by the Purchaser constituted a firm bid to purchase the Bonds.
- (d) The Purchaser will purchase bond insurance from Assured Guaranty Municipal Corp. (the "Insurer") for a fee/premium of \$59,000.00 (the "Fee"). In our judgment, The Fee is a reasonable amount payable solely for the transfer of credit risk for the payment of debt service on the Bonds and does not include any amount payable for a cost other than such guarantee, e.g., a credit rating or legal fees. The Purchaser has calculated that the present value of the Fee for each obligation constituting the Bonds to which such Fee is properly allocated and which are insured thereby is less than the present value of the interest reasonably expected to be saved as a result of the insurance on each obligation constituting the Bonds. The Fee has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Bonds. In determining present value for this purpose, the yield of the Bonds (determined with regard to the payment of the guarantee fee) has been used as the discount rate. No portion of the Fee is refundable upon redemption of any of the Bonds in an amount which would exceed the portion of such Fee that has not been earned.

For purposes of this Issue Price Certificate, the term "Underwriter" means (1)(i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

EXECUTED and DELIVERED as of this December 12, 2019.

Robert W. Baird & Co., Inc., as Purchaser

By: 
Name: Peter Anderson

SCHEDULE A
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

WIRES

Wire Details

Actions:

Rec'd Date/Time (CST)	Sender	ST	Wire Type/Title	Master Message #	Deal Type
11/19/19 11:19 AM	Baird	WI	Confirmation Wire		Comp

RE: \$ 5,000,000
 Reunion Ranch Water Control and Improvement District, Texas
 Unlimited Tax Bonds, Series 2019
 BANK QUALIFIED

To the members addressed:

We are pleased that our account as set forth herein purchased the above mentioned bonds on 11/20/2019 at competitive bidding. Details of our bid follow:

Production	Spread	Bid	T.I.C.	N.I.C.
100.215922	24.425	97.773422	2.99895	2.97552

The bonds were purchased subject to approval of legality of MCCALL, PARKHURST & HORTON L.L.P., AUSTIN, TX.

MOODY'S: A2/Baa3 S&P: AA
 FITCH: KROLL:

Assured Guaranty Municipal Corp. Insured

DATED:12/19/2019 FIRST COUPON:08/15/2020 INTEREST ACCRUES:12/19/2019

DUE: 08/15

INITIAL TRADE DATE:

MATURITY	AMOUNT	COUPON	PRICE (Pts)	CUSIP
08/15/2020	185M	2.00%	1.50 1/4	76131MOY6
			(Approx. \$ Price 100.324)	
08/15/2021	130M	2.00%	1.55 3/8	76131MDZ3
			(Approx. \$ Price 100.731)	
08/15/2022	135M	2.00%	1.60 1/2	76131MEA7
			(Approx. \$ Price 101.035)	
08/15/2023	140M	2.00%	1.70 5/8	76131MEB5
			(Approx. \$ Price 101.058)	
08/15/2024	145M	2.00%	1.80 3/4	76131MEC3
			(Approx. \$ Price 100.888)	
08/15/2025	150M	2.00%	1.90 1.00	76131MED1
			(Approx. \$ Price PTC 08/15/2024 100.442 Approx.	
			YTM 1.917)	
08/15/2026	155M	2.00%	2.00 1.00	76131MEE9
08/15/2027	160M	2.00%	2.10 1 1/4	76131MEF6
			(Approx. \$ Price 99.295)	

(Original Issue Discount)

08/15/2028	165M	2.25%	2.25	1 1/4	76131MEG4
08/15/2029	175M	2.25%	2.35	1 1/4	76131MEH2

(Approx. \$ Price 99.139)

(Original Issue Discount)

08/15/2031	365M	2.50%	2.55	1 1/2	76131MEK5
------------	------	-------	------	-------	-----------

(Approx. \$ Price 99.496)

(Original Issue Discount)

08/15/2033	390M	2.625%	2.65	1 1/2	76131MEM1
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(Approx. \$ Price 99.713)

(Original Issue Discount)

08/15/2035	420M	2.75%	2.75	1 1/2	76131MEP4
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08/15/2037	450M	3.00%	2.70	1 1/2	76131MERO
------------	------	-------	------	-------	-----------

(Approx. \$ Price PTC 08/15/2024 101.302 Approx.

YTM 2.905)

08/15/2039	480M	3.00%	2.80	1 1/2	76131MET6
------------	------	-------	------	-------	-----------

(Approx. \$ Price PTC 08/15/2024 100.865 Approx.

YTM 2.942)

08/15/2044	1,355M	3.00%	3.00	3/4	76131MEYS
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CALL FEATURES: Optional call in 08/15/2024 @ 100.00

By Lot Sinking Fund Schedule

2031 Term Bond

08/15/2030 180M

08/15/2031 185M

By Lot Sinking Fund Schedule

2033 Term Bond

08/15/2032 190M

08/15/2033 200M

By Lot Sinking Fund Schedule

2035 Term Bond

08/15/2034 205M

08/15/2035 215M

By Lot Sinking Fund Schedule

2037 Term Bond

08/15/2036 220M

08/15/2037 230M

By Lot Sinking Fund Schedule

2039 Term Bond

08/15/2038 235M
 08/15/2039 245M

By Lot Sinking Fund Schedule

2044 Term Bond

08/15/2040 255M
 08/15/2041 260M
 08/15/2042 270M
 08/15/2043 280M
 08/15/2044 290M

Award: 11/20/2019
 Delivery: 12/19/2019 (Firm)
 Initial trade:
 Date of Execution:
 Time of Execution:

MEMBERS		PARTICIPATIONS
-----		-----
Baird	) JOINT	\$ 392,000.00
C.L. King & Associates WMBE	)	\$ 384,000.00
Davenport & Co. L.L.C.	)	\$ 384,000.00
Midland Securities	)	\$ 384,000.00
Multi-Bank Securities Inc.	)	\$ 384,000.00
Northland Securities, Inc.	)	\$ 384,000.00
SumRidge Partners	)	\$ 384,000.00
Loop Capital Markets	)	\$ 384,000.00
Wintrust Investments, LLC	)	\$ 384,000.00
First Southern Securities	)	\$ 384,000.00
Alamo Capital WMBE	)	\$ 384,000.00
Dinosaur Securities	)	\$ 384,000.00
Mountainside Securities LLC	) MANAGERS	\$ 384,000.00

	ISSUE TOTAL:	\$ 5,000,000

Delivery is firm for Thursday, December 19, 2019.

By: Baird Milwaukee, WI

Email Address

Date Sent

Email

Close

[Terms and Conditions of Use and Privacy Statement](#)

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Exhibit "E"

SCHEDULES OF FINANCIAL ADVISOR

[To be attached hereto]

FINAL

Reunion Ranch Water Control & Improvement District

\$5,000,000 Unlimited Tax Bonds, Series 2019

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FINAL

Reunion Ranch Water Control & Improvement District

\$5,000,000 Unlimited Tax Bonds, Series 2019

Sources & Uses

Dated 12/19/2019 | Delivered 12/19/2019

Sources Of Funds

Par Amount of Bonds	\$5,000,000.00
Reoffering Premium	16,389.75
Original Issue Discount (OID)	(5,593.65)
Total Sources	\$5,010,796.10

Uses Of Funds

Total Underwriter's Discount (1.263%)	63,125.00
Costs of Issuance	221,493.00
AGM Bond Insurance Premium - includes premium and insured S&P rating fee	59,000.00
Deposit to Project Construction Fund	4,592,790.10
Deposit to Debt Service Fund (Capitalized Int.)	74,388.00
Total Uses	\$5,010,796.10

2019 \$5mm ult bds (11/19) | SINGLE PURPOSE | 11/19/2019 | 11:21 AM

FINAL

Reunion Ranch Water Control & Improvement District

\$5,000,000 Unlimited Tax Bonds, Series 2019

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
08/15/2020	Serial Coupon	2.000%	1.500%	185,000.00	100.324%	-	-	-	185,599.40
08/15/2021	Serial Coupon	2.000%	1.550%	130,000.00	100.731%	-	-	-	130,950.30
08/15/2022	Serial Coupon	2.000%	1.600%	135,000.00	101.035%	-	-	-	136,397.25
08/15/2023	Serial Coupon	2.000%	1.700%	140,000.00	101.058%	-	-	-	141,481.20
08/15/2024	Serial Coupon	2.000%	1.800%	145,000.00	100.888%	-	-	-	146,287.60
08/15/2025	Serial Coupon	2.000%	1.900%	150,000.00	100.442%	c 1.917%	08/15/2024	100.000%	150,663.00
08/15/2026	Serial Coupon	2.000%	2.000%	155,000.00	100.000%	-	-	-	155,000.00
08/15/2027	Serial Coupon	2.000%	2.100%	160,000.00	99.295%	-	-	-	158,872.00
08/15/2028	Serial Coupon	2.250%	2.250%	165,000.00	100.000%	-	-	-	165,000.00
08/15/2029	Serial Coupon	2.250%	2.350%	175,000.00	99.139%	-	-	-	173,493.25
08/15/2031	Term 1 Coupon	2.500%	2.550%	365,000.00	99.496%	-	-	-	363,160.40
08/15/2033	Term 2 Coupon	2.625%	2.650%	390,000.00	99.713%	-	-	-	388,880.70
08/15/2035	Term 3 Coupon	2.750%	2.750%	420,000.00	100.000%	-	-	-	420,000.00
08/15/2037	Term 4 Coupon	3.000%	2.700%	450,000.00	101.302%	c 2.905%	08/15/2024	100.000%	455,859.00
08/15/2039	Term 5 Coupon	3.000%	2.800%	480,000.00	100.865%	c 2.942%	08/15/2024	100.000%	484,152.00
08/15/2044	Term 6 Coupon	3.000%	3.000%	1,355,000.00	100.000%	-	-	-	1,355,000.00
Total		-	-	\$5,000,000.00	-	-	-	-	\$5,010,796.10

Bid Information

Par Amount of Bonds	\$5,000,000.00
Reoffering Premium or (Discount)	10,796.10
Gross Production	\$5,010,796.10
Total Underwriter's Discount (1.263%)	\$(63,125.00)
AGM Bond Insurance Premium paid by Underwriter - includes premium and insured S&P rating fee	(59,000.00)
Bid (97.773%)	4,888,671.10
Total Purchase Price	\$4,888,671.10
Bond Year Dollars	\$71,397.78
Average Life	14.280 Years
Average Coupon	2.8195927%
Net Interest Cost (NIC)	2.9755204%
True Interest Cost (TIC)	2.9989502%

2019 \$5mm w/t bds (11/19) | SINGLE PURPOSE | 11/19/2019 | 11:21 AM

FINAL

Reunion Ranch Water Control & Improvement District

\$5,000,000 Unlimited Tax Bonds, Series 2019

Debt Service Schedule

Part 1 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/19/2019	-	-	-	-	-
08/15/2020	185,000.00	2.000%	85,951.53	270,951.53	-
09/30/2020	-	-	-	-	270,951.53
02/15/2021	-	-	63,706.25	63,706.25	-
08/15/2021	130,000.00	2.000%	63,706.25	193,706.25	-
09/30/2021	-	-	-	-	257,412.50
02/15/2022	-	-	62,406.25	62,406.25	-
08/15/2022	135,000.00	2.000%	62,406.25	197,406.25	-
09/30/2022	-	-	-	-	259,812.50
02/15/2023	-	-	61,056.25	61,056.25	-
08/15/2023	140,000.00	2.000%	61,056.25	201,056.25	-
09/30/2023	-	-	-	-	262,112.50
02/15/2024	-	-	59,656.25	59,656.25	-
08/15/2024	145,000.00	2.000%	59,656.25	204,656.25	-
09/30/2024	-	-	-	-	264,312.50
02/15/2025	-	-	58,206.25	58,206.25	-
08/15/2025	150,000.00	2.000%	58,206.25	208,206.25	-
09/30/2025	-	-	-	-	266,412.50
02/15/2026	-	-	56,706.25	56,706.25	-
08/15/2026	155,000.00	2.000%	56,706.25	211,706.25	-
09/30/2026	-	-	-	-	268,412.50
02/15/2027	-	-	55,156.25	55,156.25	-
08/15/2027	160,000.00	2.000%	55,156.25	215,156.25	-
09/30/2027	-	-	-	-	270,312.50
02/15/2028	-	-	53,556.25	53,556.25	-
08/15/2028	165,000.00	2.250%	53,556.25	218,556.25	-
09/30/2028	-	-	-	-	272,112.50
02/15/2029	-	-	51,700.00	51,700.00	-
08/15/2029	175,000.00	2.250%	51,700.00	226,700.00	-
09/30/2029	-	-	-	-	278,400.00
02/15/2030	-	-	49,731.25	49,731.25	-
08/15/2030	180,000.00	2.500%	49,731.25	229,731.25	-
09/30/2030	-	-	-	-	279,462.50
02/15/2031	-	-	47,481.25	47,481.25	-
08/15/2031	185,000.00	2.500%	47,481.25	232,481.25	-
09/30/2031	-	-	-	-	279,962.50
02/15/2032	-	-	45,168.75	45,168.75	-
08/15/2032	190,000.00	2.625%	45,168.75	235,168.75	-
09/30/2032	-	-	-	-	280,337.50
02/15/2033	-	-	42,675.00	42,675.00	-

2019 \$5mm ult bds (11/19) | SINGLE PURPOSE | 11/19/2019 | 11:21 AM

FINAL

Reunion Ranch Water Control & Improvement District

\$5,000,000 Unlimited Tax Bonds, Series 2019

Debt Service Schedule

Part 2 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/15/2033	200,000.00	2.625%	42,675.00	242,675.00	-
09/30/2033	-	-	-	-	285,350.00
02/15/2034	-	-	40,050.00	40,050.00	-
08/15/2034	205,000.00	2.750%	40,050.00	245,050.00	-
09/30/2034	-	-	-	-	285,100.00
02/15/2035	-	-	37,231.25	37,231.25	-
08/15/2035	215,000.00	2.750%	37,231.25	252,231.25	-
09/30/2035	-	-	-	-	289,462.50
02/15/2036	-	-	34,275.00	34,275.00	-
08/15/2036	220,000.00	3.000%	34,275.00	254,275.00	-
09/30/2036	-	-	-	-	288,550.00
02/15/2037	-	-	30,975.00	30,975.00	-
08/15/2037	230,000.00	3.000%	30,975.00	260,975.00	-
09/30/2037	-	-	-	-	291,950.00
02/15/2038	-	-	27,525.00	27,525.00	-
08/15/2038	235,000.00	3.000%	27,525.00	262,525.00	-
09/30/2038	-	-	-	-	290,050.00
02/15/2039	-	-	24,000.00	24,000.00	-
08/15/2039	245,000.00	3.000%	24,000.00	269,000.00	-
09/30/2039	-	-	-	-	293,000.00
02/15/2040	-	-	20,325.00	20,325.00	-
08/15/2040	255,000.00	3.000%	20,325.00	275,325.00	-
09/30/2040	-	-	-	-	295,650.00
02/15/2041	-	-	16,500.00	16,500.00	-
08/15/2041	260,000.00	3.000%	16,500.00	276,500.00	-
09/30/2041	-	-	-	-	293,000.00
02/15/2042	-	-	12,600.00	12,600.00	-
08/15/2042	270,000.00	3.000%	12,600.00	282,600.00	-
09/30/2042	-	-	-	-	295,200.00
02/15/2043	-	-	8,550.00	8,550.00	-
08/15/2043	280,000.00	3.000%	8,550.00	288,550.00	-
09/30/2043	-	-	-	-	297,100.00
02/15/2044	-	-	4,350.00	4,350.00	-
08/15/2044	290,000.00	3.000%	4,350.00	294,350.00	-
09/30/2044	-	-	-	-	298,700.00
Total	\$5,000,000.00	-	\$2,013,126.53	\$7,013,126.53	-

2019 \$5mm w/t bds (11/19) | SINGLE PURPOSE | 11/19/2019 | 11:21 AM

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Reunion Ranch Water Control & Improvement District

\$5,000,000 Unlimited Tax Bonds, Series 2019

Debt Service Schedule

Part 3 of 3

Yield Statistics

Bond Year Dollars	\$71,397.78
Average Life	14.280 Years
Average Coupon	2.8195927%
DV01	15,054.25

Net Interest Cost (NIC)	2.9755204%
True Interest Cost (TIC)	2.9989502%
Bond Yield for Arbitrage Purposes	2.8692745%
All Inclusive Cost (AIC)	3.4178828%

IRS Form 8038

Net Interest Cost	2.7988841%
Weighted Average Maturity	14.277 Years

FINAL

Reunion Ranch Water Control & Improvement District

\$5,000,000 Unlimited Tax Bonds, Series 2019

Proof of D/S for Arbitrage Purposes

Date	Principal	Interest	Total
12/19/2019	-	-	-
08/15/2020	185,000.00	85,951.53	270,951.53
02/15/2021	-	63,706.25	63,706.25
08/15/2021	130,000.00	63,706.25	193,706.25
02/15/2022	-	62,406.25	62,406.25
08/15/2022	135,000.00	62,406.25	197,406.25
02/15/2023	-	61,056.25	61,056.25
08/15/2023	140,000.00	61,056.25	201,056.25
02/15/2024	-	59,656.25	59,656.25
08/15/2024	595,000.00	59,656.25	654,656.25
02/15/2025	-	51,456.25	51,456.25
08/15/2025	150,000.00	51,456.25	201,456.25
02/15/2026	-	49,956.25	49,956.25
08/15/2026	155,000.00	49,956.25	204,956.25
02/15/2027	-	48,406.25	48,406.25
08/15/2027	160,000.00	48,406.25	208,406.25
02/15/2028	-	46,806.25	46,806.25
08/15/2028	165,000.00	46,806.25	211,806.25
02/15/2029	-	44,950.00	44,950.00
08/15/2029	175,000.00	44,950.00	219,950.00
02/15/2030	-	42,981.25	42,981.25
08/15/2030	180,000.00	42,981.25	222,981.25
02/15/2031	-	40,731.25	40,731.25
08/15/2031	185,000.00	40,731.25	225,731.25
02/15/2032	-	38,418.75	38,418.75
08/15/2032	190,000.00	38,418.75	228,418.75
02/15/2033	-	35,925.00	35,925.00
08/15/2033	200,000.00	35,925.00	235,925.00
02/15/2034	-	33,300.00	33,300.00
08/15/2034	205,000.00	33,300.00	238,300.00
02/15/2035	-	30,481.25	30,481.25
08/15/2035	215,000.00	30,481.25	245,481.25
02/15/2036	-	27,525.00	27,525.00
08/15/2036	-	27,525.00	27,525.00
02/15/2037	-	27,525.00	27,525.00
08/15/2037	-	27,525.00	27,525.00
02/15/2038	-	27,525.00	27,525.00
08/15/2038	235,000.00	27,525.00	262,525.00
02/15/2039	-	24,000.00	24,000.00
08/15/2039	245,000.00	24,000.00	269,000.00
02/15/2040	-	20,325.00	20,325.00
08/15/2040	255,000.00	20,325.00	275,325.00
02/15/2041	-	16,500.00	16,500.00
08/15/2041	260,000.00	16,500.00	276,500.00
02/15/2042	-	12,600.00	12,600.00
08/15/2042	270,000.00	12,600.00	282,600.00
02/15/2043	-	8,550.00	8,550.00
08/15/2043	280,000.00	8,550.00	288,550.00
02/15/2044	-	4,350.00	4,350.00
08/15/2044	290,000.00	4,350.00	294,350.00
Total	\$5,000,000.00	\$1,844,226.53	\$6,844,226.53

2019 \$5mm u/t bds (11/19) | SINGLE PURPOSE | 11/19/2019 | 11:21 AM

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Reunion Ranch Water Control & Improvement District

\$5,000,000 Unlimited Tax Bonds, Series 2019

Proof Of Bond Yield @ 2.8692745%

Part 1 of 2

Date	Cashflow	PV Factor	Present Value	Cumulative PV
12/19/2019	-	1.0000000x	-	-
08/15/2020	270,951.53	0.9814973x	265,938.19	265,938.19
02/15/2021	63,706.25	0.9676155x	61,643.16	327,581.34
08/15/2021	193,706.25	0.9539301x	184,782.22	512,363.56
02/15/2022	62,406.25	0.9404382x	58,689.22	571,052.78
08/15/2022	197,406.25	0.9271371x	183,022.67	754,075.45
02/15/2023	61,056.25	0.9140242x	55,806.89	809,882.34
08/15/2023	201,056.25	0.9010967x	181,171.13	991,053.47
02/15/2024	59,656.25	0.8883521x	52,995.76	1,044,049.22
08/15/2024	654,656.25	0.8757877x	573,339.91	1,617,389.13
02/15/2025	51,456.25	0.8634011x	44,427.38	1,661,816.52
08/15/2025	201,456.25	0.8511896x	171,477.46	1,833,293.98
02/15/2026	49,956.25	0.8391508x	41,920.83	1,875,214.80
08/15/2026	204,956.25	0.8272823x	169,556.68	2,044,771.48
02/15/2027	48,406.25	0.8155817x	39,479.25	2,084,250.73
08/15/2027	208,406.25	0.8040465x	167,568.32	2,251,819.05
02/15/2028	46,806.25	0.7926745x	37,102.12	2,288,921.17
08/15/2028	211,806.25	0.7814633x	165,518.82	2,454,439.99
02/15/2029	44,950.00	0.7704107x	34,629.96	2,489,069.96
08/15/2029	219,950.00	0.7595145x	167,055.21	2,656,125.16
02/15/2030	42,981.25	0.7487723x	32,183.17	2,688,308.33
08/15/2030	222,981.25	0.7381821x	164,600.76	2,852,909.09
02/15/2031	40,731.25	0.7277416x	29,641.83	2,882,550.92
08/15/2031	225,731.25	0.7174488x	161,950.62	3,044,501.54
02/15/2032	38,418.75	0.7073016x	27,173.64	3,071,675.19
08/15/2032	228,418.75	0.6972979x	159,275.92	3,230,951.11
02/15/2033	35,925.00	0.6874357x	24,696.13	3,255,647.23
08/15/2033	235,925.00	0.6777130x	159,889.44	3,415,536.67
02/15/2034	33,300.00	0.6681278x	22,248.66	3,437,785.33
08/15/2034	238,300.00	0.6586781x	156,963.00	3,594,748.33
02/15/2035	30,481.25	0.6493621x	19,793.37	3,614,541.70
08/15/2035	245,481.25	0.6401779x	157,151.68	3,771,693.37
02/15/2036	27,525.00	0.6311236x	17,371.68	3,789,065.05
08/15/2036	27,525.00	0.6221973x	17,125.98	3,806,191.03
02/15/2037	27,525.00	0.6133973x	16,883.76	3,823,074.79
08/15/2037	27,525.00	0.6047217x	16,644.97	3,839,719.75
02/15/2038	27,525.00	0.5961689x	16,409.55	3,856,129.30
08/15/2038	262,525.00	0.5877370x	154,295.65	4,010,424.95
02/15/2039	24,000.00	0.5794243x	13,906.18	4,024,331.13
08/15/2039	269,000.00	0.5712293x	153,660.67	4,177,991.80

2019 \$5mm w/t bds (11/19) | SINGLE PURPOSE | 11/19/2019 | 11:21 AM

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Reunion Ranch Water Control & Improvement District

\$5,000,000 Unlimited Tax Bonds, Series 2019

Proof Of Bond Yield @ 2.8692745%

Part 2 of 2

Date	Cashflow	PV Factor	Present Value	Cumulative PV
02/15/2040	20,325.00	0.5631501x	11,446.03	4,189,437.83
08/15/2040	275,325.00	0.5551852x	152,856.37	4,342,294.20
02/15/2041	16,500.00	0.5473330x	9,030.99	4,351,325.19
08/15/2041	276,500.00	0.5395918x	149,197.13	4,500,522.32
02/15/2042	12,600.00	0.5319601x	6,702.70	4,507,225.01
08/15/2042	282,600.00	0.5244363x	148,205.70	4,655,430.72
02/15/2043	8,550.00	0.5170190x	4,420.51	4,659,851.23
08/15/2043	288,550.00	0.5097065x	147,075.82	4,806,927.05
02/15/2044	4,350.00	0.5024975x	2,185.86	4,809,112.92
08/15/2044	294,350.00	0.4953905x	145,818.18	4,954,931.10
Total	\$6,844,226.53	-	\$4,954,931.10	-

Derivation Of Target Amount

Par Amount of Bonds	\$5,000,000.00
Reoffering Premium or (Discount)	10,796.10
AGM Bond Insurance Premium - premium portion only, excludes insured S&P rating fee	(55,865.00)
Original Issue Proceeds	\$4,954,931.10

FINAL

Reunion Ranch Water Control & Improvement District

\$5,000,000 Unlimited Tax Bonds, Series 2019

Derivation Of Form 8038 Yield Statistics

Maturity	Issuance Value	Coupon	Price	Issuance Price	Exponent	Bond Years
12/19/2019	-	-	-	-	-	-
08/15/2020	185,000.00	2.000%	100.324%	185,599.40	0.6555556x	121,670.72
08/15/2021	130,000.00	2.000%	100.731%	130,950.30	1.6555556x	216,795.50
08/15/2022	135,000.00	2.000%	101.035%	136,397.25	2.6555556x	362,210.48
08/15/2023	140,000.00	2.000%	101.058%	141,481.20	3.6555556x	517,192.39
08/15/2024	145,000.00	2.000%	100.888%	146,287.60	4.6555556x	681,050.05
08/15/2025	150,000.00	2.000%	100.442%	150,663.00	5.6555556x	852,082.97
08/15/2026	155,000.00	2.000%	100.000%	155,000.00	6.6555556x	1,031,611.11
08/15/2027	160,000.00	2.000%	99.295%	158,872.00	7.6555556x	1,216,253.42
08/15/2028	165,000.00	2.250%	100.000%	165,000.00	8.6555556x	1,428,166.67
08/15/2029	175,000.00	2.250%	99.139%	173,493.25	9.6555556x	1,675,173.71
08/15/2030	180,000.00	2.500%	99.496%	179,092.80	10.6555556x	1,908,333.28
08/15/2031	185,000.00	2.500%	99.496%	184,067.60	11.6555556x	2,145,410.14
08/15/2032	190,000.00	2.625%	99.713%	189,454.70	12.6555556x	2,397,654.48
08/15/2033	200,000.00	2.625%	99.713%	199,426.00	13.6555556x	2,723,272.82
08/15/2034	205,000.00	2.750%	100.000%	205,000.00	14.6555556x	3,004,388.89
08/15/2035	215,000.00	2.750%	100.000%	215,000.00	15.6555556x	3,365,944.44
08/15/2036	220,000.00	3.000%	101.302%	222,864.40	16.6555556x	3,711,930.40
08/15/2037	230,000.00	3.000%	101.302%	232,994.60	17.6555556x	4,113,649.10
08/15/2038	235,000.00	3.000%	100.865%	237,032.75	18.6555556x	4,421,977.64
08/15/2039	245,000.00	3.000%	100.865%	247,119.25	19.6555556x	4,857,266.15
08/15/2040	255,000.00	3.000%	100.000%	255,000.00	20.6555556x	5,267,166.67
08/15/2041	260,000.00	3.000%	100.000%	260,000.00	21.6555556x	5,630,444.44
08/15/2042	270,000.00	3.000%	100.000%	270,000.00	22.6555556x	6,117,000.00
08/15/2043	280,000.00	3.000%	100.000%	280,000.00	23.6555556x	6,623,555.56
08/15/2044	290,000.00	3.000%	100.000%	290,000.00	24.6555556x	7,150,111.11
Total	\$5,000,000.00	-	-	\$5,010,796.10	-	\$71,540,312.12

Description of Bonds

Final Maturity Date	8/15/2044
Issue price of entire issue	5,010,796.10
Stated Redemption at Maturity	5,000,000.00
Weighted Average Maturity = Bond Years/Issue Price	14.277 Years
Bond Yield for Arbitrage Purposes	2.8692745%

2019 \$5mm w/t bds (11/19) | SINGLE PURPOSE | 11/19/2019 | 11:21 AM

Exhibit "F"

CERTIFICATE OF FINANCIAL ADVISOR

The undersigned, on behalf of Specialized Public Finance Inc. (the "Financial Advisor"), as the municipal advisor to Reunion Ranch Water Control and Improvement District (the "Issuer") in connection with the issuance of the Issuer's Unlimited Tax Bonds, Series 2019 in the principal amount of \$5,000,000 (the "Bonds"), has acted on behalf of the Issuer in soliciting and receiving bids in connection with the sale of the Bonds in a competitive bidding process in which bids were requested for the purchase of the Bonds at specified written terms, and hereby certifies as set forth below with respect to the bidding process and award of the Bonds.

1. On November 19, 2019 (the "Sale Date") the Issuer entered into a binding contract in writing for the sale of the Bonds.

2. All of the Bonds were offered for sale at specified written terms more particularly described in the Notice of Sale. A copy of the Notice of Sale is included in the Transcript of Proceedings for the Bonds. No modifications have been made to such Notice of Sale.

3. The Financial Advisor disseminated the Notice of Sale to potential underwriters of the Bonds in a manner that was reasonably designed to reach potential underwriters. The Notice of Sale was disseminated through electronic communications that was widely circulated to potential underwriters by a recognized publisher of municipal bond offering documents or by posting on an internet-based website or other electronic medium that is regularly and widely used by underwriters for such purpose and is widely available to potential underwriters.

4. To the knowledge of the Financial Advisor, all bidders were offered an equal opportunity to bid to purchase the Bonds so that, for example, if the bidding process afforded any opportunity for bidders to review other bids before providing a bid, no bidder was given an opportunity to review other bids that was not equally given to all other bidders (i.e., no "last-look").

5. The Issuer received bids from at least three underwriters of municipal bonds that have established industry reputations for underwriting new issuances of municipal bonds. The foregoing statement is based in part on the bidders' representations included in their bid forms which representations, to the knowledge of the Financial Advisor based upon the Financial Advisor's experience in acting as the municipal advisor for other municipal issuers, are not inaccurate.

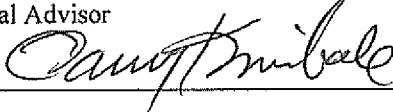
6. The Issuer awarded the Bonds to Robert W. Baird & Co., Inc. (the "Purchaser"), whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Notice of Sale, as shown in the bid comparison attached as Attachment A to this Certificate.

[Signature page follows]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Financial Advisor is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein. Furthermore, no other person may rely on the representations set forth in this certificate without the prior written consent of the Financial Advisor.

EXECUTED and DELIVERED as of this December 19, 2019.

SPECIALIZED PUBLIC FINANCE INC., as
Financial Advisor

By: 

Name: Barry Kimball

ATTACHMENT A
BID COMPARISON

\$5,000,000 Unlimited Tax Bonds, Series 2019

Rank	Firm	Location	Bid Received	Net Interest Cost (NIC)
1	Robert W. Baird & Co., Inc.	Milwaukee, WI	9:48:32 AM	2.975520%
2	HilltopSecurities	Dallas, TX	9:49:05 AM	2.991357%
3	SAMCO Capital Markets	Dallas, TX	9:53:48 AM	3.019883%
4	RBC Capital Markets	Dallas, TX	9:00:53 AM	3.067474%
5	BOK Financial Securities, Inc.	Dallas, TX	9:58:12 AM	3.088582%

- Bids were due on November 19, 2019 at 10:00 AM, CDT. All bids were submitted via Parity's online bidding system.
- The spread between the low bid and the high bid is approximately 0.113% (or 11.3 basis points).
- All of the bidders elected to have the principal and interest payments on the Bonds insured by Assured Guaranty Mutual (giving the Bonds an insured rating of "AA").

Exhibit "G"

CERTIFICATE OF ELECTION PURSUANT TO SECTION 148(f)(4)(C)
OF THE INTERNAL REVENUE CODE OF 1986

I, the undersigned, being the duly authorized representative of the Reunion Ranch Water Control and Improvement District (the "Issuer") hereby state that the Issuer elects the provisions of section 148(f)(4)(C) of the Internal Revenue Code of 1986 (the "Code"), relating to the exception to arbitrage rebate for temporary investments, as more specifically designated below, with respect to the Issuer's Unlimited Tax Bonds, Series 2019 (the "Bonds") which are being issued on the date of delivery of the Bonds. The CUSIP Number for the Bonds is stated on the Form 8038-G filed in connection with the Bonds. The Issuer intends to take action to comply with the two-year temporary investments exception to rebate afforded construction bonds under section 148(f)(4)(C) of the Code or any of the other exceptions available to the Issuer in accordance with section 1.148-7 of the Treasury Regulations. Capitalized terms have the same meaning as defined in the Federal Tax Certificate.

1. PENALTY ELECTION. In the event that the Issuer should fail to expend the "available construction proceeds" of the Bonds in accordance with the provisions of section 148(f)(4)(C) of the Code, the Issuer elects, in lieu of rebate, the penalty provisions of section 148(f)(4)(C)(vii)(I) of the Code.
2. RESERVE FUND ELECTION. The Issuer elects to exclude from "available construction proceeds," within the meaning of section 148(f)(4)(C)(vi) of the Code, of the Bonds, earnings on the Reserve Fund in accordance with section 148(f)(4)(C)(vi)(IV) of the Code.
3. MULTIPURPOSE ELECTION. The Issuer elects to treat that portion of the Bonds the proceeds of which are to be used for the payment of expenditures for construction, reconstruction or rehabilitation of the Projects, as defined in the instrument authorizing the issuance of the Bonds, in an amount which is currently expected to be equal to \$ _____ as a separate issue in accordance with the provisions of section 148(f)(4)(C)(v)(II) of the Code. *(Note: This election is not necessary unless less than 75 percent of the proceeds of the Bonds will be used for construction, reconstruction or renovation.)*
4. ACTUAL FACTS. For purposes of determining compliance with section 148(f)(4)(c) of the Code (other than qualification of the Bonds as a qualified construction issue), the Issuer elects to use actual facts rather than reasonable expectations.
5. NO ELECTION.

The Issuer understands that the elections which are adopted as evidenced by the check in the box adjacent to the applicable provision are irrevocable. Further, the Issuer understands that qualification of the Bonds for eligibility for the exclusion from the rebate requirement set forth in section 148(f) of the Code is based on subsequent events and is unaffected by the Issuer's expectations of such events as of the date of delivery of the Bonds. Accordingly, while failure to execute this certificate and to designate the intended election does not preclude qualification, it would preclude the Issuer from the relief afforded by such election.

DATED: December 19, 2019

Reunion Ranch Water Control and Improvement
District

By: _____

Name: _____

Title: _____

c/o Willatt & Flickinger, PLLC

12912 Hill Country Boulevard, Suite F-232

Austin, Texas 78738

Employer I.D. Number: 77-0673282

December 19, 2019

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
UNLIMITED TAX BONDS, SERIES 2019
IN THE AGGREGATE PRINCIPAL AMOUNT OF \$5,000,000**

AS BOND COUNSEL FOR REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT (the "District") of the bonds described above (the "Bonds"), we have examined into the legality and validity of the Bonds, which bear interest from the dates specified in the text of the Bonds, until maturity or redemption, at the rates and payable on the dates specified in the text of the Bonds all in accordance with the order of the Board of Directors of the District adopted on November 19, 2019, authorizing the issuance of the Bonds (the "Order").

WE HAVE EXAMINED the Constitution and laws of the State of Texas, certified copies of the proceedings of the District, and other documents authorizing and relating to the issuance of said Bonds, including one of the executed Bonds (Bond Numbered T-1) and specimens of Bonds to be authenticated and delivered in exchange for the Bonds.

BASED ON SAID EXAMINATION, IT IS OUR OPINION that said Bonds have been duly authorized, issued and delivered in accordance with law; and that said Bonds, except as the enforceability thereof may be limited by laws relating to governmental immunity, bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws now or hereafter enacted related to creditors' rights generally or by general principles of equity which permit the exercise of judicial discretion, constitute valid and legally binding obligations of the District, payable from ad valorem taxes without legal limit as to rate or amount to be levied and collected by the District upon taxable property within the District, which taxes the District has covenanted to levy in an amount sufficient (together with revenues and receipts from other sources which are legally available for such purposes) to pay the interest on and the principal of the Bonds. Such covenant to levy taxes is subject to the right of a city, under existing Texas law, to annex all of the territory within the District; to take over all properties and assets of the District; to assume all debts, liabilities, and obligations of the District, including the Bonds; and to abolish the District.

THE DISTRICT reserves the right to issue additional bonds which will be payable from taxes; bonds, notes, and other obligations payable from revenues; and bonds payable from contracts with other persons, including private corporations, municipalities, and political subdivisions.



IT IS FURTHER OUR OPINION, except as discussed below, that the interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes under the statutes, regulations, published rulings and court decisions existing on the date of this opinion. We are further of the opinion that the Bonds are not "specified private activity bonds" and that, accordingly, interest on the Bonds will not be included as an individual alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). In expressing the aforementioned opinions, we have relied on certain representations, the accuracy of which we have not independently verified, and assume compliance by the District with certain covenants, regarding the use and investment of the proceeds of the Bonds and the use of the property financed therewith. We call your attention to the fact that if such representations are determined to be inaccurate or upon a failure by the District to comply with such covenants, interest on the Bonds may become includable in gross income retroactively to the date of issuance of the Bonds.

OUR OPINIONS ARE BASED on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service (the "Service"); rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the District as the taxpayer. We observe that the District has covenanted not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Bonds as includable in gross income for federal income tax purposes.

EXCEPT AS STATED ABOVE, we express no opinion as to any other federal, state, or local tax consequences of acquiring, carrying, owning, or disposing of the Bonds, including the amount, accrual, or receipt of interest on, the Bonds. In particular, but not by way of limitation, we express no opinion with respect to the federal, state or local tax consequences arising from the enactment of any pending or future legislation. Owners of the Bonds should consult their tax advisors regarding the applicability of any collateral tax consequences of owning the Bonds.

WE EXPRESS NO OPINION as to any insurance policies issued with respect to the payments due for the principal of and interest on the Bonds, nor as to any such insurance policies issued in the future.

OUR SOLE ENGAGEMENT in connection with the issuance of the Bonds is as Bond Counsel for the District, and, in that capacity, we have been engaged by the District for the sole



purpose of rendering an opinion with respect to the legality and validity of the Bonds under the Constitution and laws of the State of Texas, and with respect to the exclusion from gross income of the interest on the Bonds for federal income tax purposes, and for no other reason or purpose. The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result. We have not been requested to investigate or verify, and have not independently investigated or verified any records, data, or other material relating to the financial condition or capabilities of the District, or the disclosure thereof in connection with the sale of the Bonds, and have not assumed any responsibility with respect thereto. We express no opinion and make no comment with respect to the marketability of the Bonds and have relied solely on certificates executed by officials of the District as to the current outstanding indebtedness of and the assessed valuation of taxable property within the District. Our role in connection with the District's Official Statement prepared for use in connection with the sale of the Bonds has been limited as described therein.

THE FOREGOING OPINIONS represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result.

Respectfully,

McCall Parkhurst & Huston C.C.P.

the 1990s, the number of people with a mental health problem has increased in the UK, and the number of people with a mental health problem who are in contact with mental health services has also increased (Mental Health Act 1983, 1990, 1994, 1997, 2003, 2007, 2010, 2013, 2017, 2020).

The 1990s saw the introduction of the Mental Health Act 1990, which replaced the Mental Health Act 1983. The 1990 Act introduced a new system of compulsory treatment orders (CTOs) and a new system of community treatment orders (CTOs). The 1990 Act also introduced a new system of mental health review tribunals (MHRTs).

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December 19, 2019

Assured Guaranty Municipal Corp.
1633 Broadway
24th Floor
New York, New York 10019

Re: \$5,000,000 Reunion Ranch Water Control and Improvement District Unlimited Tax
Bonds, Series 2019

Ladies and Gentlemen:

This letter is to advise you that, as the issuer of the municipal bond insurance policy (the "Policy") which secures the payment of principal and interest on the referenced Bonds (the "Bonds"), you may rely on our Bond Counsel opinion dated the date hereof with respect to the Bonds as if you were a holder of the Bonds. This letter provides that only you may rely upon our Bond Counsel opinion, and only in connection with the transaction to which reference is made above and may not be relied upon by any other person for any purposes whatsoever without our prior written consent.

We render no opinion, however, as to the proper federal income tax treatment of any payment made to you by the issuer in respect of the Policy as constituting "interest" within the meaning of section 61 of the Code.

Very truly yours,

McCall Parkhurst & Horton L.L.P.

December 19, 2019

Reunion Ranch Water Control and
Improvement District
c/o Willatt & Flickinger, PLLC
12912 Hill Country Blvd., Suite F-232
Austin, Texas 78738

Re: \$5,000,000 Reunion Ranch Water Control and Improvement District Unlimited Tax
Bonds, Series 2019

Ladies and Gentlemen:

We have acted as disclosure counsel in connection with the \$5,000,000 Reunion Ranch Water Control and Improvement District Unlimited Tax Bonds, Series 2019 (the "Bonds") issued under and pursuant to an order (the "Bond Order") adopted on November 19, 2019, by the Board of Directors of Reunion Ranch Water Control and Improvement District (the "District") authorizing the issuance of the Bonds.

In connection with this opinion letter, we have considered such matters of law and of fact, and have relied upon such certificates and other information furnished to us, as we have deemed appropriate as a basis for our opinion set forth below. We are not expressing any opinion or views herein on the authorization, issuance, delivery, validity of the Bonds and we have assumed, but not independently verified, that the signatures on all documents and certificates that we have examined are genuine.

Based on and subject to the foregoing, we are of the opinion that, under existing laws, the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Bond Order is not required to be qualified under the Trust Indenture Act of 1939, as amended.

Because the primary purpose of our professional engagement as your counsel was not to establish factual matters and because of the wholly or partially nonlegal character of many of the determinations involved in the preparation of the Preliminary Official Statement dated November 5, 2019, and the Official Statement dated November 19, 2019 (collectively, the "Official Statement"), we are not passing on and do not assume any responsibility for, except as set forth in the last sentence of this paragraph, the accuracy, completeness or fairness of the statements contained in the Official Statement (including any appendices, schedules and exhibits thereto) and we make no representation that we have independently verified the accuracy, completeness or fairness of such statements. In the course of our participation in the preparation of the Official Statement, we had discussions with representatives of the District, the Financial Advisor, General Counsel and the



Developer regarding the contents of the Official Statement. In the course of such activities, no facts came to our attention which would lead us to believe that the Official Statement (except for the financial statements and other financial and statistical data contained therein and the Appendices thereto, the information regarding DTC and its book-entry-only system and the information regarding the municipal bond insurer and municipal bond insurance policy as to which no opinion is expressed), as of its respective dates contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Further, with respect to information under the caption "CONTINUING DISCLOSURE OF INFORMATION," we express no opinion regarding compliance with prior undertakings.

This opinion letter may be relied upon by only you and only in connection with the transaction to which reference is made above and may not be used or relied upon by any other person for any purposes whatsoever without our prior written consent.

Respectfully,

McCall Paklunow, Esq. H. C. P.



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

December 19, 2019

THIS IS TO CERTIFY that Reunion Ranch Water Control and Improvement District (the "Issuer") has submitted the Reunion Ranch Water Control and Improvement District Unlimited Tax Bond, Series 2019 (the "Bond"), in the principal amount of \$5,000,000, for approval. The Bond is dated December 19, 2019, numbered T-1, and was authorized by an Order of the Issuer passed on November 19, 2019.

The Office of the Attorney General has examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Issuer contained in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

We express no opinion relating to the official statement or any other offering material relating to the Bond.

We have not reviewed and do not approve any contract or lease other than as specifically identified herein.

Based on our examination, we are of the opinion, as of the date hereof and under existing law, as follows:

- (1) The Bond has been issued in accordance with law and is a valid and binding obligation of the Issuer.
- (2) The Bond is payable from the proceeds of an ad valorem tax levied, without legal limit as to rate or amount, upon all taxable property within the Issuer.

Therefore, the Bond is approved.

A handwritten signature in cursive script that reads "Ken Paxton".
Attorney General of the State of Texas

No. 67009
Book No. 2019-D
MAR

* See attached Signature Authorization

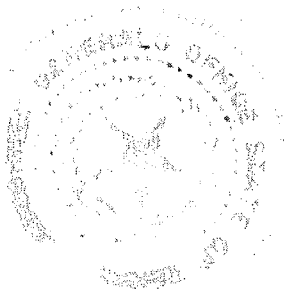
OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF TEXAS

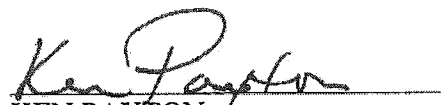
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I, KEN PAXTON, Attorney General for the State of Texas, do hereby authorize the employees of the Public Finance Division of the Office of the Attorney General to affix a digital image of my signature, in my capacity as Attorney General, to the opinions issued by this office approving the issuance of public securities by the various public agencies, non-profit corporations, district, entities, bodies politic or corporate, or political subdivisions of this State as required by law, the opinions approving those contracts designated by the Legislature as requiring the approval of the Attorney General, and the obligations, proceedings and credit agreements required by law to be approved by the Attorney General. The authorized digital image of my signature is attached as Exhibit A and is hereby adopted as my own for the purposes set forth herein. This supersedes any prior signature authorizations for the same purpose.

The authority granted herein is to be exercised on those occasions when I am unavailable to personally sign said opinions, and upon the condition that the opinions to which the digital image signature is affixed have been approved by an authorized Assistant Attorney General following the completion of the Public Finance Division's review of the transcripts of proceedings to which the opinions relate.

Given under my hand and seal of office at Austin, Texas, this the 5th day of January, 2015.



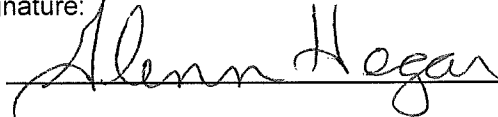

KEN PAXTON
Attorney General of the State of Texas

OFFICE OF COMPTROLLER
OF THE STATE OF TEXAS

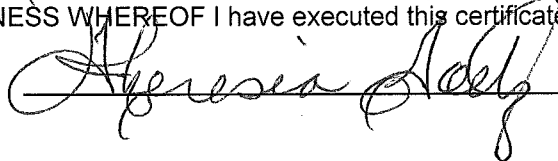
I, Theresia Goetz, Bond Clerk Assistant Bond Clerk in the office of the Comptroller of the State of Texas, do hereby certify that, acting under the direction and authority of the Comptroller on the 19th day of December 2019, I signed the name of the Comptroller to the certificate of registration endorsed upon the:

Reunion Ranch Water Control and Improvement District Unlimited Tax Bond, Series 2019,

numbered T-1, dated December 19, 2019, and that in signing the certificate of registration I used the following signature:



IN WITNESS WHEREOF I have executed this certificate this the 19th day of December 2019.



I, Glenn Hegar, Comptroller of Public Accounts of the State of Texas, certify that the person who has signed the above certificate was duly designated and appointed by me under authority vested in me by Chapter 403, Subchapter H, Government Code, with authority to sign my name to all certificates of registration, and/or cancellation of bonds required by law to be registered and/or cancelled by me, and was acting as such on the date first mentioned in this certificate, and that the bonds/certificates described in this certificate have been duly registered in the office of the Comptroller, under Registration Number 93214.

GIVEN under my hand and seal of office at Austin, Texas, this the 19th day of December 2019.



GLENN HEGAR
Comptroller of Public Accounts
of the State of Texas

OFFICE OF COMPTROLLER

OF THE STATE OF TEXAS

I, GLENN HEGAR, Comptroller of Public Accounts of the State of Texas, do hereby certify that the attachment is a true and correct copy of the opinion of the Attorney General approving the:

Reunion Ranch Water Control and Improvement District Unlimited Tax Bond, Series 2019

numbered T-1, of the denomination of \$ 5,000,000, dated December 19, 2019, as authorized by issuer, interest various percent, under and by authority of which said bonds/certificates were registered electronically in the office of the Comptroller, on the 19th day of December 2019, under Registration Number 93214.

Given under my hand and seal of office, at Austin, Texas, the 19th day of December 2019.

A handwritten signature in black ink, appearing to read "Glenn Hegar", written in a cursive style.

GLENN HEGAR
Comptroller of Public Accounts
of the State of Texas

MEMORANDUM

DATE: December 19, 2019

TO: Distribution*

FROM: McCall, Parkhurst & Horton L.L.P.

RE: \$5,000,000 Reunion Ranch Water Control and Improvement District Unlimited Tax Bonds, Series 2019 - Closing Instructions

The purpose of this memorandum is to set forth certain events and transfers which will occur on or before December 18, 2019 (the "Preclosing") and December 19, 2019 (the "Closing" or "Closing Date") with respect to the above captioned bonds (the "Bonds"). The Closing will take place at 10:00 a.m. at the offices of McCall, Parkhurst & Horton L.L.P., 600 Congress Avenue, Suite 1800, Austin, Texas 78701. The Closing will be handled by phone and no one is expected to be in attendance.

I. Transfer of Bonds.

A. Prior to the Closing, Bonds numbered R-1 through R-16 will be printed by McCall, Parkhurst & Horton L.L.P. and delivered by December 18, 2019 to BOKF, NA ("BOKF"), 5956 Sherry Lane, Suite 1201, Dallas, Texas 75225, Attn. Tony Hongnoi for authentication and safekeeping pending transfer as provided below.

Additionally, prior to the Closing, one bond in the name of T-1 (the "Initial Bond") will be prepared by McCall, Parkhurst & Horton L.L.P. and delivered to the Attorney General for approval. Upon approval by the Attorney General, the Initial Bond will be registered by the Comptroller of Public Accounts of the State of Texas and delivered by McCall, Parkhurst & Horton L.L.P. to Tony Hongnoi at BOKF no later than December 18, 2019.

B. BOKF will hold the Bonds on behalf of The Depository Trust Company ("DTC") pursuant to DTC's fast delivery procedures.

C. Prior to Closing, Assured Guraranty Municipal Corp ("AGM") will deliver to Bond Counsel the bond insurance policy and related documents to be held by Bond Counsel pending release by AGM at Closing.



Reunion Ranch WCID UTB 2019
Closing Memorandum
December 19, 2019
Page 2

II. Transfer of Surplus Funds.

A. On or before 10:00 a.m. CST on December 18, 2019, the District's bookkeeper, Bott & Douthitt, will transfer \$35,459.00 of surplus bond proceeds of the District ("Surplus Funds") as approved by the TCEQ Order from the District's TexPool account to BOKF, NA, ABA No. 103900036, Acct. No. 600024642, Acct. Name: Wealth Management, Re: Reunion Ranch WCID Unlimited Tax Bonds, Series 2019, Attn. Tony Hongnoi (972) 892-9972, which is acting as the closing agent for the District.

III. Transfers from Purchaser.

A. Pursuant to the Official Bid Form accepted by the Board of Directors of Reunion Ranch Water Control and Improvement District (the "District"), Robert W. Baird & Co., Inc. (the "Purchaser"), will wire on the Closing Date \$4,888,671.10, (representing the par amount of the Bonds of \$5,000,000.00, less a net discount of \$52,328.90 and less the bond insurance premium of \$59,000.00) to BOKF, ABA No. 103900036, Acct. No.: 600024642, Acct. Name: Wealth Management Account, Re: Reunion Ranch WCID Unlimited Tax Bonds, Series 2019, Attn. Tony Hongnoi (972) 892-9972, which is acting as closing agent for the District.

B. The Purchaser will also wire \$59,000.00 to AGM, The Bank of New York, ABA#021 000 018, Acct. Name: Assured Guaranty Municipal Corp, Account No.: 8900297263, Policy No: 219831-N, Re: Reunion Ranch WCID Unlimited Tax Bonds, Series 2019 Insurance Policy, Attn. Erika Paredes (212) 893-2706 to pay the premium on the municipal bond insurance policy on the Bonds.

IV. Transfers from BOKF.

The District's Board of Directors will review the report of reimbursable costs at a regular meeting on Tuesday, December 17, 2019. Subject to board approval of the report of reimbursable costs and after receipt of the bond proceeds from the Purchaser, Mary Bott or Allen Douthitt with Bott & Douthitt PLLC, the District's Bookkeeper, will authorize BOKF to make the following wire transfers:

A. \$449,209.38 to the District's Capital Projects Fund Account, State Street Bank and Trust Company, Boston, MA, Amount (2000): \$449,209.38, BNF (4200) = Attn: TexPool # 67573774, RFB (4320) = Location ID # 79384, OBI (6000) = Pool # 449, Account #7938400013, Participant Name: Reunion Ranch Water Control & Improvement District, Account Name: SR2019 Capital Projects, ABA (3400) 011000028, which represents surplus funds of the District.

B. \$74,388.00 to the District's Debt Service Fund Account, State Street Bank and Trust Company, Boston, MA, Amount (2000): \$74,388.00, BNF (4200) = Attn: TexPool # 67573774,



Reunion Ranch WCID UTB 2019
Closing Memorandum
December 19, 2019
Page 3

RFB (4320) = Location ID # 79384, OBI (6000) = Pool # 449, Account #7938400012, Participant Name: Reunion Ranch Water Control & Improvement District; Account Name: SR2019 Capitalized Interest, ABA (3400) 011000028 for capitalized interest on the Bonds.

C. \$57,153.75 to the District's Operating Account, State Street Bank and Trust Company, Boston, MA, Amount (2000): \$51,679.64, BNF (4200) = Attn: TexPool # 67573774, RFB (4320) = Location ID # 79384, OBI (6000) = Pool # 449, Account # 7938400001, Participant Name: Reunion Ranch Water Control & Improvement District, Account Name: Operating Account, ABA (3400) 011000028 to reimburse \$52,153.75 for bond application costs and \$5,000.00 for the Attorney General fee.

D. \$4,127,768.00 to Taylor Morrison of Texas, Inc, Wells Fargo Bank, N.A., 420 Montgomery, San Francisco CA 94104 ABA No. 121000248, Credit Account: 2079900562172, Account Name: Taylor Morrison of Texas, Inc. - Austin, which represents developer reimbursement (\$3,870,776.00) and developer interest (\$256,992.00).

E. \$100,700.00 to Specialized Public Finance Inc., Pioneer Bank, ABA/Routing Number 114994109, Accountholder Name – Specialized Public Finance Inc., Accountholder Address – 248 Addie Roy Road, Suite B-103, Austin, Texas 78746, Account Number for Beneficiary - 2002079, which represents financial advisor fee in the amount of \$93,750.00, \$5,000.00 for preparation of offering documents, \$1,200.00 for reimbursement of the I-Deal fee, and \$750.00 for miscellaneous expenses.

F. \$72,670.33 to McCall, Parkhurst & Horton L.L.P., PlainsCapital Bank, 325 N. St. Paul Street, Suite 800, Dallas, Texas 75201, 214/525-4651, ABA No. 1113-2299-4, Acct. No. 7542113500 (For Credit to: McCall, Parkhurst & Horton L.L.P. Operating Account), Reference No.: 4235.005- Reunion Ranch WCID Unlimited Tax Bonds, Series 2019, which represents bond counsel fee of \$62,500.00, a disclosure counsel fee of \$8,500.00, IRS Form 8038-G Tax Return Preparation of \$500.00, Texas Bond Review Board Form Preparation fee of \$500.00, Bond Preparation Fee of \$250.00, publication costs of \$315.75 and misc expenses of \$104.58, but excluding other out-of-pocket expenses to be billed later.

G. \$12,500.00 to the Texas Commission on Environmental Quality, Bank of America N.A., Austin, Texas, Acct. Name: Comptroller of Public Accounts, ABA No. 026009593, Acct. No. 6040070607, Attn: Kathaleen Ford-Smith (512) 397-2026, Acct. Type: Checking, Reference: Reunion Ranch WCID, Series 2019.

H. \$12,000.00 to Maxwell, Locke & Ritter LLP, c/o Frost National Bank, Routing No.: 114000093, Maxwell Locke & Ritter Operating Account No. 591928597, Invoice No.: 174673.



Reunion Ranch WCID UTB 2019
Closing Memorandum
December 19, 2019
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I. \$400.00 to be retained by BOKF for first year paying agent fees for the Bonds.

J. \$547.64 to Island Financial Printing Resource, Inc. c/o Receiving Bank: Bank of Blue Valley - Merriam, Kansas, ABA# 101101950, Account # 620440, Invoice #9886, Contact: Vicki Kenamer, (800) 863-5611, representing the printing fees of OS.

K. \$793.00 to S&P Global Market Intelligence c/o Bank of America/Chicago, Illinois, Account #8188068164, ABA #026009593, Swift No. B0FAUS3N, Ref. #2400076439, representing CUSIP fees.

L. \$16,000.00 to Moody's Investors Service, Inc. c/o SunTrust Bank, Transit Routing #061000104, Account #8801939847, Ref. #PO321195, representing rating agency fees.

V. Release and Cancellation of Bonds.

A. Immediately upon receipt of the proceeds referred to above, BOKF will cancel the Initial Bond. The Bonds having been held by BOKF will be released through DTC's fast delivery procedures through contacting DTC at (212) 898-3755.

B. Specialized Public Finance Inc. will return the good faith check to the Purchaser.



Reunion Ranch WCID UTB 2019
Closing Memorandum
December 19, 2019
Page 5

**REUNION RANCH WCID
\$5,000,000 UNLIMITED TAX BONDS, SERIES 2019**

DISTRIBUTION LIST

FINANCIAL ADVISOR

Garry Kimball
Specialized Public Finance Inc. 248 Addie Roy
Road, Suite B-103 Austin, Texas 78746
512/275-7300
512/275-7305 Fax
garry@spubfin.com
jeff@spubfin.com
kristin@spubfin.com
monica@spubfin.com

DEVELOPER

Diane Duran
Michael Slack
Taylor Morrison
11200 Lakeline Blvd., Suite 150A
Austin, Texas 78717
512/532-2131
dduran@taylormorrison.com
mslack@taylormorrison.com

PURCHASER

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BOOKKEEPER

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Bott & Douthitt PLLC 1930
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BOND/DISCLOSURE COUNSEL

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McCall, Parkhurst & Horton LLP 600
Congress Avenue, Suite 1800
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Reunion Ranch WCID UTB 2019
Closing Memorandum
December 19, 2019
Page 6

GENERAL COUNSEL

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INSURANCE

Erika Paredes

Assured Guaranty Municipal Corp.

1633 Broadway

24th Floor

New York, New York 10019

212-339-3548

EParedes@agltd.com

RECEIPT FOR PROCEEDS

THE STATE OF TEXAS §
COUNTY OF HAYS §
REUNION RANCH WATER CONTROL AND
IMPROVEMENT DISTRICT §

The undersigned hereby certifies as follows:

- (a) This certificate is executed and delivered with reference to:

\$5,000,000 Reunion Ranch Water Control and Improvement District
Unlimited Tax Bonds, Series 2019;
- (b) The undersigned is acting as Closing Agent on behalf of the Issuer of the Bonds;
- (c) The Bonds have been duly delivered to the purchasers thereof, namely:

ROBERT W. BAIRD & CO., INC.;

- (d) We acknowledge the transfers and deposits in accordance with the Closing Instruction Memorandum dated December 19, 2019 relating to the Bonds.

EXECUTED THIS 19th day of December, 2019.

BOKF, NA,

By: Anthony Crozzo
Title: Assistant Vice President

January 21, 2020

VIA UPS NEXT DAY AIR #1Z 564 04W 01 9501 0424

Internal Revenue Service Center
1973 North Rulon White Boulevard
Ogden, Utah 84201-1000

Re: Information Reporting - Tax-Exempt Bonds
Reunion Ranch Water Control and Improvement District
Unlimited Tax Bonds, Series 2019

Ladies and Gentlemen:

Pursuant to the requirements of Section 149(e) of the Internal Revenue Code of 1986, enclosed please find an original of Form 8038-G which is hereby submitted to you for the above-captioned bonds issued December 19, 2019.

Sincerely,

MCCALL, PARKHURST & HORTON L.L.P.



Stefano Taverna

ST: vd
Enclosures
cc: Ms. Carol D. Polumbo ✓
Mr. Clayton C. Chandler

Form **8038-G**

Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name Reunion Ranch Water Control and Improvement District		2 Issuer's employer identification number (EIN) 77-0673282
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Bill Flickinger, Attorney for the District		3b Telephone number of other person shown on 3a (512) 476-6604
4 Number and street (or P.O. box if mail is not delivered to street address) c/o Willatt & Flickinger, PLLC, 12912 Hill Country Boulevard	Room/suite F-232	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Austin, Texas 78738		7 Date of issue 12/19/2019
8 Name of issue Unlimited Tax Bonds, Series 2019		9 CUSIP number 76131M EY5
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) None		10b Telephone number of officer or other employee shown on 10a N/A

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17 5,010,796
18 Other. Describe ▶		18
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>	
b If bonds are BANs, check only box 19b	<input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box	<input type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	08/15/2044	\$ 5,010,796	\$ 5,000,000	14.27 years	2.8692 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest			22	0
23	Issue price of entire issue (enter amount from line 21, column (b))			23	5,010,796
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	287,753		
25	Proceeds used for credit enhancement	25	55,865		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	0		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	0		
29	Total (add lines 24 through 28)	29			343,618
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30			4,667,178

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		Not applicable
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	0
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	0
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	0
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶		<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box ▶		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶		<input checked="" type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶		<input checked="" type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative: Nathan Neese Date: 12/17/19 Type or print name and title: Nathan Neese, President

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Harold T. Flanagan	<u>Harold T. Flanagan</u>	12-19-19		P01071147
	Firm's name ▶ McCall, Parkhurst & Horton L.L.P.	Firm's EIN ▶	75-0799392	Phone no.	214-754-9200
	Firm's address ▶ 717 N. Harwood, Suite 900, Dallas, TX 75201				

CERTIFICATE OF ISSUE PRICE

(sales where 3 bids are received)

The undersigned, as the underwriter or the manager of the syndicate of underwriters ("Purchaser"), with respect to the purchase at competitive sale of the Unlimited Tax Bonds, Series 2019 issued by Reunion Ranch Water Control and Improvement District ("Issuer") in the principal amount of \$5,000,000 ("Bonds"), hereby certifies and represents, based on its records and information, as follows:

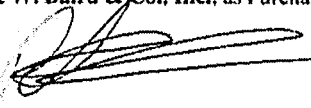
- (a) On the first day on which there was a binding contract in writing for the purchase of the Bonds by the Purchaser, the Purchaser's reasonably expected initial offering prices of each maturity of the Bonds with the same credit and payment terms (the "Expected Offering Prices") to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter are as set forth in the pricing wire or equivalent communication for the Bonds, as attached to this Certificate as Schedule A. The Expected Offering Prices are the prices for the Bonds used by the Purchaser in formulating its bid to purchase the Bonds.
- (b) The Purchaser had an equal opportunity to bid to purchase the Bonds and it was not given the opportunity to review other bids that was not equally given to all other bidders (i.e., no last look).
- (c) The bid submitted by the Purchaser constituted a firm bid to purchase the Bonds.
- (d) The Purchaser will purchase bond insurance from Assured Guaranty Municipal Corp. (the "Insurer") for a fee/premium of \$59,000.00 (the "Fee"). In our judgment, The Fee is a reasonable amount payable solely for the transfer of credit risk for the payment of debt service on the Bonds and does not include any amount payable for a cost other than such guarantee, e.g., a credit rating or legal fees. The Purchaser has calculated that the present value of the Fee for each obligation constituting the Bonds to which such Fee is properly allocated and which are insured thereby is less than the present value of the interest reasonably expected to be saved as a result of the insurance on each obligation constituting the Bonds. The Fee has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Bonds. In determining present value for this purpose, the yield of the Bonds (determined with regard to the payment of the guarantee fee) has been used as the discount rate. No portion of the Fee is refundable upon redemption of any of the Bonds in an amount which would exceed the portion of such Fee that has not been earned.

For purposes of this Issue Price Certificate, the term "Underwriter" means (1)(i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

EXECUTED and DELIVERED as of this December 12, 2019

Robert W. Baird & Co., Inc., as Purchaser

By: 
Name: Peter Anderson

SCHEDULE A
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

WIRES

Wire Details

Actions:

Rec'd Date/Time (CST)	Sender	ST	Wire Type/Title	Master Message #	Deal Type
11/19/19 11:19 AM	Baird	WI	Confirmation Wire		Comp

RE: \$ 5,000,000
 Reunion Ranch Water Control and Improvement District, Texas
 Unlimited Tax Bonds, Series 2019
 BANK QUALIFIED

To the members addressed:

We are pleased that our account as set forth herein purchased the above mentioned bonds on 11/20/2019 at competitive bidding.
 Details of our bid follow:

Production	Spread	Bid	T.I.C.	N.I.C.
100.215922	24.425	97.773422	2.99895	2.97552

The bonds were purchased subject to approval of legality of MCCALL, PARKHURST & HORTON L.L.P., AUSTIN, TX.

MOODY'S: A2/Baa3
 FITCH:
 S&P: AA
 KROLL:

Assured Guaranty Municipal Corp. Insured

DATED: 12/19/2019 FIRST COUPON: 08/15/2020 INTEREST ACCRUES: 12/19/2019

DUE: 08/15

INITIAL TRADE DATE:

MATURITY	AMOUNT	COUPON	PRICE (Pts)	CUSIP
08/15/2020	185M	2.00%	1.50 1/4	76131MDY6
			(Approx. \$ Price 100.324)	
08/15/2021	130M	2.00%	1.55 3/8	76131MDZ3
			(Approx. \$ Price 100.731)	
08/15/2022	135M	2.00%	1.60 1/2	76131MEA7
			(Approx. \$ Price 101.035)	
08/15/2023	140M	2.00%	1.70 5/8	76131MEB5
			(Approx. \$ Price 101.058)	
08/15/2024	145M	2.00%	1.80 3/4	76131MEC3
			(Approx. \$ Price 100.888)	
08/15/2025	150M	2.00%	1.90 1.00	76131MED1
			(Approx. \$ Price PTC 08/15/2024 100.442 Approx.	
			YTM 1.917)	
08/15/2026	155M	2.00%	2.00 1.00	76131MEE9
08/15/2027	160M	2.00%	2.10 1 1/4	76131MEF6
			(Approx. \$ Price 99.295)	

(Original Issue Discount)					
08/15/2028	165M	2.25%	2.25	1 1/4	76131MEG4
08/15/2029	175M	2.25%	2.35	1 1/4	76131MEH2
(Approx. \$ Price 99.139)					
(Original Issue Discount)					
08/15/2031	365M	2.50%	2.55	1 1/2	76131MEK5
(Approx. \$ Price 99.496)					
(Original Issue Discount)					
08/15/2033	390M	2.625%	2.65	1 1/2	76131MEM1
(Approx. \$ Price 99.713)					
(Original Issue Discount)					
08/15/2035	420M	2.75%	2.75	1 1/2	76131MEP4
08/15/2037	450M	3.00%	2.70	1 1/2	76131MERO
(Approx. \$ Price PTC 08/15/2024 101.302 Approx. YTM 2.905)					
08/15/2039	480M	3.00%	2.80	1 1/2	76131MET6
(Approx. \$ Price PTC 08/15/2024 100.865 Approx. YTM 2.942)					
08/15/2044	1,355M	3.00%	3.00	3/4	76131MEY5

CALL FEATURES: Optional call in 08/15/2024 @ 100.00

By Lot Sinking Fund Schedule

2031 Term Bond

08/15/2030 180M
08/15/2031 185M

By Lot Sinking Fund Schedule

2033 Term Bond

08/15/2032 190M
08/15/2033 200M

By Lot Sinking Fund Schedule

2035 Term Bond

08/15/2034 205M
08/15/2035 215M

By Lot Sinking Fund Schedule

2037 Term Bond

08/15/2036 220M
08/15/2037 230M

By Lot Sinking Fund Schedule

2039 Term Bond

08/15/2038 235M
08/15/2039 245M

By Lot Sinking Fund Schedule

2044 Term Bond

08/15/2040 255M
08/15/2041 260M
08/15/2042 270M
08/15/2043 280M
08/15/2044 290M

Award: 11/20/2019
Delivery: 12/19/2019 (Firm)
Initial trade:
Date of Execution:
Time of Execution:

MEMBERS

PARTICIPATIONS

-----		-----	
Baird	) JOINT	\$	392,000.00
C.L. King & Associates WMBE	)	\$	384,000.00
Davenport & Co. L.L.C.	)	\$	384,000.00
Midland Securities	)	\$	384,000.00
Multi-Bank Securities Inc.	)	\$	384,000.00
Northland Securities, Inc.	)	\$	384,000.00
SumRidge Partners	)	\$	384,000.00
Loop Capital Markets	)	\$	384,000.00
Wintrust Investments, LLC	)	\$	384,000.00
First Southern Securities	)	\$	384,000.00
Alamo Capital WMBE	)	\$	384,000.00
Dinosaur Securities	)	\$	384,000.00
Mountainside Securities LLC	) MANAGERS	\$	384,000.00

ISSUE TOTAL: \$ 5,000,000

Delivery is firm for Thursday, December 19, 2019.

By: Baird Milwaukee, WI

Email Address

Date Sent

Email

Close

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SPECIMEN

**UNITED STATES OF AMERICA
STATE OF TEXAS**

**REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
UNLIMITED TAX BOND
SERIES 2019**

NO. R-1

**PRINCIPAL
AMOUNT
\$185,000**

<u>INTEREST RATE</u>	<u>DATE OF BONDS</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
2.000%	December 19, 2019	August 15, 2020	76131MDY6

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS

ON THE MATURITY DATE specified above, Reunion Ranch Water Control and Improvement District (the "District"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assign (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon calculated on the basis of a 360 day year of twelve 30 day months, from the date of initial delivery of the Bonds, on August 15, 2020, and semiannually on each February 15 and August 15 thereafter (an "Interest Payment Date") to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the Interest Payment Date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following Interest Payment Date, in which case such principal amount shall bear interest from such next following Interest Payment Date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the District and the securities depository.

SPECIMEN

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity at BOKF, NA which is the "Registrar" or "Paying Agent/Registrar" for this Bond at its designated office for payment in Austin, Texas. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each Interest Payment Date by check or draft, dated as of such Interest Payment Date, drawn by the Registrar on, and payable solely from, funds of the District required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Registrar by United States mail, first-class postage prepaid, on or before each such Interest Payment Date, to the Registered Owner hereof, at its address as it appeared on the last calendar day of the month (whether or not a business day) next preceding each such date (the "Record Date") on the Register kept by the Registrar listing the names and addresses of the Registered Owners (the "Register"). In addition, interest may be paid by such other method, acceptable to the Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 calendar days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 calendar days after the Special Record Date) shall be sent at least 5 business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner as it appears on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the District and the securities depository.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the designated office for payment of the Paying Agent/Registrar. The District covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date, and any redemption date for this Bond it will make available to the Registrar, from the "Debt Service Fund" the creation of which is affirmed by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment due on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the designated office for payment of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

SPECIMEN

THIS BOND is one of a series of Bonds dated as of December 19, 2019 and authorized to be issued pursuant to the Bond Order adopted by the Board of Directors of the District in the principal amount of \$5,000,000 PURSUANT TO THE BOND ELECTION AND COMMISSION ORDER FOR THE PURPOSE OF FINANCING THE DISTRICT'S SHARE OF: (I) IMPACT FEES FOR 2017, 2018, AND 2019; (II) WATER, WASTEWATER AND DRAINAGE FACILITIES TO SERVE REUNION RANCH PHASE 2 – SECTION 5 (WATER AND DRAINAGE ONLY), AND REUNION RANCH PHASE 3 – SECTION 1; AND (III) PAY CERTAIN ENGINEERING COSTS AND COSTS ASSOCIATED WITH THE ISSUANCE OF THE BONDS.

ON AUGUST 15, 2024 OR ON ANY DATE THEREAFTER, the Bonds maturing on and after August 15, 2025 may be redeemed prior to their scheduled maturities, at the option of the District, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the District, and if less than all of a maturity is to be redeemed the Registrar shall determine by lot the Bonds, or portions thereof within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000 of principal amount).

THE BONDS MATURING ON August 15 in the years 2031, 2033, 2035, 2037, 2039 and 2044 are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts on the following dates and at a price of par plus accrued interest to the redemption date ("Term Bonds").

Term Bonds Maturing on August 15, 2031*

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 2030	\$180,000
August 15, 2031*	185,000

*Stated Maturity

Term Bonds Maturing on August 15, 2033*

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 2032	\$190,000
August 15, 2033*	200,000

*Stated Maturity

Term Bonds Maturing on August 15, 2035*

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 2034	\$205,000
August 15, 2035*	215,000

*Stated Maturity

SPECIMEN

Term Bonds Maturing on August 15, 2037*

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 2036	\$220,000
August 15, 2037*	230,000

*Stated Maturity

Term Bonds Maturing on August 15, 2039*

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 2038	\$235,000
August 15, 2039*	245,000

*Stated Maturity

Term Bonds Maturing on August 15, 2044*

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 2040	\$255,000
August 15, 2041	260,000
August 15, 2042	270,000
August 15, 2043	280,000
August 15, 2044*	290,000

*Stated Maturity

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the District by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with monies in the Debt Service Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

AT LEAST 30 calendar days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Register on the 45th calendar day prior to such redemption date at least 30 days prior to the date fixed for redemption and to major securities depositories and bond information services. By the date fixed for any such redemption due provision shall be made with the Registrar for the payment of the required redemption price for the Bonds or portions for which such payment is made, all as provided above. The Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the

SPECIMEN

Registered Owner to receive the redemption price from the Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any authorized denomination or denominations, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the District, all as provided in the Bond Order.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the District, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the principal denomination in the case of the Bonds, of any integral multiple of \$5,000. As provided in the Bond Order, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The Form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the District. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Registrar shall not be required to make any such transfer, conversion or exchange of any Bond or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or Interest Payment Date or (ii) within 45 calendar days prior to its redemption date; provided, however, such limitation on transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

SPECIMEN

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Registrar for the Bonds is changed by the District, resigns, or otherwise ceases to act as such, the District has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

THE BONDS are payable from the proceeds of an ad valorem tax, without legal limit as to rate or amount, levied upon all taxable property within the District. The Bond Order provides that the District reserves the right to consolidate with one or more conservation and reclamation districts, to consolidate its waterworks and sewer systems with the systems of such districts. The Bond Order further provides that the pledge of taxes, to the payment of the Bonds shall terminate at such time, if ever, as (i) money and/or Defeasance Securities are deposited with or made available to the Registrar in accordance with the Bond Order or (ii) a city dissolves the District, and assumes the obligations of the District pursuant to existing Texas law.

THE BONDS are issued pursuant to the Bond Order, whereunder the District covenants to levy a continuing direct annual ad valorem tax, without legal limit as to rate or amount, on all taxable property within the District, for each year while any part of the Bonds are considered outstanding under the provisions of the Bond Order, in sufficient amount, together with revenues and receipts available from other sources which are equally available for such purposes, to pay interest on the Bonds as it becomes due, to provide a sinking fund for the payment of the principal of the Bonds when due or the redemption price at any earlier required redemption date with respect to the Bonds, and to pay the expenses of assessing and collecting such tax, all as more specifically provided in the Bond Order. Reference is hereby made to the Bond Order for provisions with respect to the operation and maintenance of the District's facilities, the custody and application of funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Registered Owners of the Bonds. By acceptance of this Bond the Registered Owner hereof consents to all of the provisions of the Bond Order, a certified copy of which is on file in the office of the District.

THE OBLIGATION to pay the principal of and the interest on this Bond is solely and exclusively the obligation of the District until such time, if ever, as the District is abolished and this Bond is assumed as described above. No other entity, including the State of Texas, any political subdivision thereof other than the District, or any other public or private body, is obligated, directly, indirectly, contingently, or in any other manner, to pay the principal of or the interest on this Bond from any source whatsoever. No part of the physical properties of the District, including the properties provided by the proceeds of the Bonds, is encumbered by any lien for the benefit of the Registered Owner of this Bond.

THE DISTRICT RESERVES THE RIGHT to issue additional bonds heretofore or hereafter duly authorized at elections held in the District payable from a lien on and pledge of taxes; revenue bonds, notes and other obligations payable solely from revenues of the District or revenues to be received under contracts with other persons, including private corporations,

SPECIMEN

municipalities and political subdivisions or from any other source. The District further reserves the right to issue refunding bonds in any manner permitted by law to refund any bonds (including the Bonds) at or prior to their respective dates of maturity or redemption.

TO THE EXTENT permitted by and in the manner provided in the Bond Order, the terms and provisions of the Bond Order and the rights of the Registered Owners of the Bonds may be modified with, in certain circumstances, the consent of the Registered Owners of a majority in aggregate principal amount of the Bonds affected thereby; provided, however, that, without the consent of the Registered Owners of all of the Bonds affected, no such modification shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of the Bonds required for consent to any such modification.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Bond Order unless this Bond either (a) is registered by the Comptroller of Public Accounts of the State of Texas as evidenced by execution of the registration certificate endorsed hereon or (b) is authenticated as evidenced by execution of the authentication certificate endorsed hereon by the Registrar.

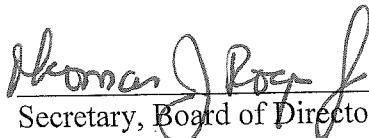
IT IS FURTHER CERTIFIED that the District has designated the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Internal Revenue Code of 1986.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things necessary to be done precedent to the issuance of the Bonds in order to render the same legal, valid, and binding obligations of the District have happened and have been accomplished and performed in regular and due time, form, and manner, as required by law; that provision has been made for the payment of the principal of and interest on the Bonds by the levy of a continuing, direct annual ad valorem tax upon all taxable property within the District and that issuance of the Bonds does not exceed any constitutional or statutory limitation. In the event that any provisions herein contained do or would, presently or prospectively, operate to make any part hereof void or voidable, such provisions shall be without effect or prejudice to the remaining provisions hereof, which shall nevertheless remain operative, and such violative provisions, if any, shall be reformed by a court of competent jurisdiction within the limits of the laws of the State of Texas.

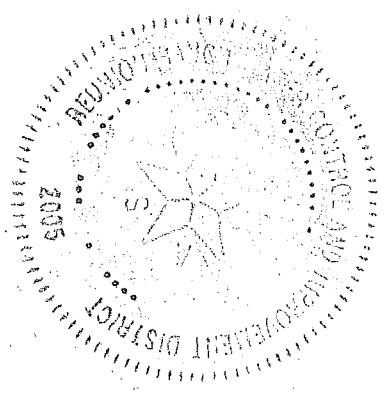
IN WITNESS WHEREOF, the District has caused this Bond to be signed with the manual or facsimile signature of the President or Vice President of the Board of Directors of the District and countersigned with the manual or facsimile signature of the Secretary or Assistant Secretary of the Board of Directors of the District, and has caused the official seal of the District to be duly impressed, or placed in facsimile, on this Bond.

SPECIMEN

**REUNION RANCH WATER CONTROL
AND IMPROVEMENT DISTRICT**


Secretary, Board of Directors


President, Board of Directors



SPECIMEN

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated:

BOKF, NA
Registrar

By _____
Authorized Representative

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ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of the
within Bond on the books kept for registration thereof, with full power of substitution in the
premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed
by a member firm of the New York Stock
Exchange or a commercial bank or trust
company.

NOTICE: The signature above must
correspond with the name of the Registered
Owner as it appears upon the front of this
Bond in every particular, without alteration or
enlargement or any change whatsoever.

SPECIMEN

STATEMENT OF INSURANCE

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to BOKF, N.A., Dallas, Texas or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

November 20, 2019

Assured Guaranty Municipal Corp.
1633 Broadway - 24th Floor
New York, NY 10019
Attention: Mr. Richard Bauerfeld, Chief Surveillance Officer

Re: \$5,000,000 Reunion Ranch Water Control and Improvement District (A Political Subdivision of the State of Texas Located in Hays County, Texas) Unlimited Tax Bonds, Series 2019, dated: December 19, 2019, due: August 15, 2020-2044, (POLICY #219831-N)

Dear Mr. Bauerfeld:

S&P Global Ratings has assigned an insured rating of "AA" on the above obligations, based on the policy provided by your company.

We may adjust the underlying rating and the capital charge as a result of changes in the financial position of the issuer or performance of the collateral, or of amendments to the documents governing the issue, as applicable. With respect to the letter, please notify us of any changes or amendments over the term of the debt.

The credit ratings and other views of S&P Global Ratings are statements of opinion and not statements of fact. Credit ratings and other views of S&P Global Ratings are not recommendations to purchase, hold, or sell any securities and do not comment on market price, marketability, investor preference or suitability of any security. While S&P Global Ratings bases its credit ratings and other views on information provided by issuers and their agents and advisors, and other information from sources it believes to be reliable, S&P Global Ratings does not perform an audit, and undertakes no duty of due diligence or independent verification, of any information it receives. Such information and S&P Global Ratings' opinions should not be relied upon in making any investment decision. S&P Global Ratings does not act as a "fiduciary" or an investment advisor. S&P Global Ratings neither recommends nor will recommend how an issuer can or should achieve a particular credit rating outcome nor provides or will provide consulting, advisory, financial or structuring advice.

S&P Global Ratings must receive complete documentation relating to this issue no later than 90 days after the date of this letter. S&P Global Ratings assumes that the documents you have provided to us are final. If any subsequent changes were made in the final documents, you must notify us of such changes by sending us the revised final documents with the changes clearly marked.

S&P Global Ratings is pleased to have the opportunity to provide its rating opinion. For more information please visit our website at www.standardandpoors.com. If you have any questions, please contact us. Thank you for choosing S&P Global Ratings.

Sincerely yours,

S&P Global Ratings
a division of Standard & Poor's Financial Services LLC

sp
enclosure

S&P Global Ratings
Terms and Conditions Applicable To Public Finance Credit Ratings

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All Credit Rating Actions in S&P Global Ratings' Sole Discretion. S&P Global Ratings may assign, raise, lower, suspend, place on CreditWatch, or withdraw a credit rating, and assign or revise an Outlook, at any time, in S&P Global Ratings' sole discretion. S&P Global Ratings may take any of the foregoing actions notwithstanding any request for a confidential or private credit rating or a withdrawal of a credit rating, or termination of a credit rating engagement. S&P Global Ratings will not convert a public credit rating to a confidential or private credit rating, or a private credit rating to a confidential credit rating.

Publication. S&P Global Ratings reserves the right to use, publish, disseminate, or license others to use, publish or disseminate a credit rating and any related analytical reports, including the rationale for the credit rating, unless the issuer specifically requests in connection with the initial credit rating that the credit rating be assigned and maintained on a confidential or private basis. If, however, a confidential or private credit rating or the existence of a confidential or private credit rating subsequently becomes public through disclosure other than by an act of S&P Global Ratings or its affiliates, S&P Global Ratings reserves the right to treat the credit rating as a public credit rating, including, without limitation, publishing the credit rating and any related analytical reports. Any analytical reports published by S&P Global Ratings are not issued by or on behalf of the issuer or at the issuer's request. S&P Global Ratings reserves the right to use, publish, disseminate or license others to use, publish or disseminate analytical reports with respect to public credit ratings that have been withdrawn, regardless of the reason for such withdrawal. S&P Global Ratings may publish explanations of S&P Global Ratings' credit ratings criteria from time to time and S&P Global Ratings may modify or refine its credit ratings criteria at any time as S&P Global Ratings deems appropriate.

Reliance on Information. S&P Global Ratings relies on issuers and their agents and advisors for the accuracy and completeness of the information submitted in connection with credit ratings and the surveillance of credit ratings including, without limitation, information on material changes to information previously provided by issuers, their agents or advisors. Credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings' opinion of the information received from issuers, their agents or advisors.

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FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

No Third Party Beneficiaries. Nothing in any credit rating engagement, or a credit rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of a credit rating. No person is intended as a third party beneficiary of any credit rating engagement or of a credit rating when issued.

the 1990s, the number of people in the UK who are employed in the public sector has increased from 10.5 million to 12.5 million, and the number of people in the public sector who are employed in health care has increased from 2.5 million to 3.5 million (Department of Health 2000).

There are a number of reasons for the increase in the number of people employed in the public sector. One reason is that the public sector has become a more important part of the economy. Another reason is that the public sector has become a more attractive place to work. A third reason is that the public sector has become a more important part of society.

The increase in the number of people employed in the public sector has led to a number of changes in the way that the public sector is organized. One change is that the public sector has become more decentralized. Another change is that the public sector has become more customer-oriented. A third change is that the public sector has become more accountable.

The increase in the number of people employed in the public sector has also led to a number of changes in the way that the public sector is funded. One change is that the public sector has become more dependent on government funding. Another change is that the public sector has become more dependent on private funding. A third change is that the public sector has become more dependent on user fees.

The increase in the number of people employed in the public sector has also led to a number of changes in the way that the public sector is managed. One change is that the public sector has become more professionalized. Another change is that the public sector has become more bureaucratic. A third change is that the public sector has become more hierarchical.

The increase in the number of people employed in the public sector has also led to a number of changes in the way that the public sector is perceived. One change is that the public sector has become more respected. Another change is that the public sector has become more valued. A third change is that the public sector has become more trusted.

The increase in the number of people employed in the public sector has also led to a number of changes in the way that the public sector is evaluated. One change is that the public sector has become more transparent. Another change is that the public sector has become more accountable. A third change is that the public sector has become more responsible.

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Moody's Investors Service, Inc.
 7 World Trade Center
 at 250 Greenwich Street
 New York, NY 10007
 +1.212.553.0300 tel
 +1.212.553.4820 fax
 www.moody's.com

November 22, 2019

Assured Guaranty Municipal Corp.
 1633 Broadway
 New York, NY 10019

To Whom It May Concern:

Moody's Investors Service has assigned the rating of A2 to the \$5,000,000.00 Reunion Ranch Water Control and Improvement District (A Political Subdivision of the State of Texas Located in Hays County, Texas), Unlimited Tax Bonds, Series 2019, dated December 19, 2019 which sold on November 19, 2019, insured by Assured Guaranty Municipal Corp. (Policy No.219831-N). The rating is the highest of (i) the guarantor's financial strength rating, (ii) any published underlying rating on the security, or (iii) any published enhanced rating based on a state credit enhancement program.

Credit ratings issued by Moody's Investors Service, Inc. and its affiliates ("Moody's") are Moody's current opinions of the relative future credit risk of entities, credit commitments, or debt or debt-like securities and are not statements of current or historical fact. Moody's credit ratings address credit risk only and do not address any other risk, including but not limited to: liquidity risk, market value risk, or price volatility.

This letter uses capitalized terms and rating symbols that are defined or referenced either in *Moody's Definitions and Symbols Guide* or *MIS Professional Code of Conduct* as of the date of this letter, both published on www.moody's.com. The Credit Ratings will be publicly disseminated by Moody's through normal print and electronic media as well as in response to verbal requests to Moody's Rating Desk. Moody's related research and analyses will also be published on www.moody's.com and may be further distributed as otherwise agreed in writing with us.

Moody's Credit Ratings or any corresponding outlook, if assigned, will be subject to revision, suspension or withdrawal, or may be placed on review, by Moody's at any time, without notice, in the sole discretion of Moody's. For the most current Credit Rating, please visit www.moody's.com.

Moody's has not consented and will not consent to being named as an expert under applicable securities laws, such as section 7 of the Securities Act of 1933. The assignment of a rating does not create a fiduciary relationship between Moody's and you or between Moody's and other recipients of a Credit Rating. Moody's Credit Ratings are not and do not provide investment advice or recommendations to purchase, sell or hold particular securities. Moody's issues Credit Ratings with the expectation and understanding that each investor will make its own evaluation of each security that is under consideration for purchase, sale or holding.

Moody's adopts all necessary measures so that the information it uses in assigning a Credit Rating is of sufficient quality and from sources Moody's considers to be reliable including, when appropriate, independent third-party sources. However, Moody's is not an auditor and cannot in every instance independently validate or verify information received in the rating process. Moody's expects and is relying upon you possessing all legal rights and required consents to disclose the information to Moody's, and that such information is not subject to any restrictions that would prevent use by Moody's for its ratings process. In assigning the Credit Ratings, Moody's has relied upon the truth, accuracy, and completeness of the information supplied by you or on your behalf to Moody's. Moody's expects that you will, and is relying upon you to, on an ongoing basis, promptly provide Moody's with all information necessary in order for Moody's to accurately and timely monitor the Credit Ratings, including current financial and statistical information.

Under no circumstances shall Moody's have any liability (whether in contract, tort or otherwise) to any person or entity for any loss, injury or damage or cost caused by, resulting from, or relating to, in whole or in part, directly or indirectly, any action or error (negligent or otherwise) on the part of, or other circumstance or contingency within or outside the control of, Moody's or any of its or its affiliates, directors, officers, employees or agents in connection with the Credit Ratings. **ALL INFORMATION, INCLUDING THE CREDIT RATING, ANY FEEDBACK OR OTHER COMMUNICATION**

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Any non-public information discussed with or revealed to you must be kept confidential and only disclosed either (i) to your legal counsel acting in their capacity as such; (ii) to your other authorized agents acting in their capacity as such with a need to know that have entered into non-disclosure agreements with Moody's in the form provided by Moody's and (iii) as required by applicable law or regulation. You agree to cause your employees, affiliates, agents and advisors to keep non-public information confidential.

If there is a conflict between the terms of this rating letter and any related Moody's rating application, the terms of the executed rating application will govern and supercede this rating letter.

Should you have any questions regarding the above, please do not hesitate to contact Daniel Hellige at (212) 553-3682.

Sincerely yours,

Moody's Investors Service, Inc.

Moody's Investors Service, Inc.

November 6, 2019

Mr. Garry Kimball
Specialized Public Finance Inc., TX
248 Addie Roy Road
Suite B-103
Austin, TX 78746

Dear Mr. Kimball:

We wish to inform you that on November 4, 2019, Moody's Investors Service reviewed and assigned a rating of Baa3 to Reunion Ranch Water Control & Improvement District, TX, Unlimited Tax Bonds, Series 2019 .

Credit ratings issued by Moody's Investors Service, Inc. and its affiliates ("Moody's") are Moody's current opinions of the relative future credit risk of entities, credit commitments, or debt or debt-like securities and are not statements of current or historical fact. Moody's credit ratings address credit risk only and do not address any other risk, including but not limited to: liquidity risk, market value risk, or price volatility.

This letter uses capitalized terms and rating symbols that are defined or referenced either in *Moody's Definitions and Symbols Guide* or *MIS Code of Professional Conduct* as of the date of this letter, both published on www.moodys.com. The Credit Ratings will be publicly disseminated by Moody's through normal print and electronic media as well as in response to verbal requests to Moody's Rating Desk. Moody's related research and analyses will also be published on www.moodys.com and may be further distributed as otherwise agreed in writing with us.

Moody's Credit Ratings or any corresponding outlook, if assigned, will be subject to revision, suspension or withdrawal, or may be placed on review, by Moody's at any time, without notice, in the sole discretion of Moody's. For the most current Credit Rating, please visit www.moodys.com.

Moody's has not consented and will not consent to being named as an expert under applicable securities laws, such as section 7 of the Securities Act of 1933. The assignment of a rating does not create a fiduciary relationship between Moody's and you or between Moody's and other recipients of a Credit Rating. Moody's Credit Ratings are not and do not provide investment advice or recommendations to purchase, sell or hold particular securities. Moody's issues Credit Ratings with the expectation and understanding that each investor will make its own evaluation of each security that is under consideration for purchase, sale or holding.

Moody's adopts all necessary measures so that the information it uses in assigning a Credit Rating is of sufficient quality and from sources Moody's considers to be reliable including, when appropriate, independent third-party sources. However, Moody's is not an auditor and cannot in every instance independently validate or verify information received in the rating process. Moody's expects and is relying upon you possessing all legal rights and required consents to disclose the information to Moody's, and that such information is not subject to any restrictions that would prevent use by Moody's for its ratings process. In assigning the Credit Ratings, Moody's has relied upon the truth, accuracy, and completeness of the information supplied by you or on your behalf to Moody's. Moody's expects that you will, and is relying upon you to, on an ongoing basis, promptly provide Moody's with all information necessary in order for Moody's to accurately and timely monitor the Credit Ratings, including current financial and statistical information.

November 6, 2019

Mr. Garry Kimball
Specialized Public Finance Inc., TX
248 Addie Roy Road
Suite B-103
Austin, TX 78746

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Any non-public information discussed with or revealed to you must be kept confidential and only disclosed either (i) to your legal counsel acting in their capacity as such; (ii) to your other authorized agents acting in their capacity as such with a need to know that have entered into non-disclosure agreements with Moody's in the form provided by Moody's and (iii) as required by applicable law or regulation. You agree to cause your employees, affiliates, agents and advisors to keep non-public information confidential.

If there is a conflict between the terms of this rating letter and any related Moody's rating application, the terms of the executed rating application will govern and supercede this rating letter.

Should you have any questions regarding the above, please do not hesitate to contact Ryan Mills at 214-979-6852.

Sincerely,

Moody's Investors Service Inc

Moody's Investors Service Inc



MAXWELL LOCKE & RITTER LLP

Accountants and Consultants

An Affiliate of CPAsuccess International

8815 191st Street, Suite 1000
Austin, TX 78758
www.mlr.com

Austin: 500 Congress Avenue, Suite 1100
Austin, TX 78701

Round Rock: 211 West Main Street, Suite 200
Round Rock, TX 78664

December 19, 2019

Board of Directors
Reunion Ranch Water Control and Improvement District
c/o Willatt & Flickinger
12912 Hill Country Boulevard, Suite F-232
Austin, Texas 78738

Specialized Public Finance, Inc.
248 Addie Roy Road, Suite B-103
Austin, Texas 78746

Re: \$5,000,000 Reunion Ranch Water Control and Improvement District
Unlimited Tax Bonds, Series 2019

Ladies and Gentlemen:

This letter acknowledges the consent to the publication of the audit of the captioned District, for the year ended September 30, 2018, performed by this firm and the agreement of the undersigned to the use of its name in the Preliminary Official Statement, dated November 5, 2019, and the final Official Statement dated November 19, 2019, as supplemented, completed or amended, relating to the captioned series of Bonds. In particular, the name of this firm is authorized to be used under the heading "Official Statement - Consultants" and in "Appendix A - Excerpts from the Annual Financial Report."

Sincerely,

Maxwell Locke & Ritter LLP

Maxwell Locke & Ritter LLP
Certified Public Accountants

Affiliated Company

ML&R WEALTH MANAGEMENT LLC

**A Registered Investment Advisor
This firm is not a CPA firm*

December 19, 2019

Board of Directors
Reunion Ranch Water Control and Improvement District
c/o Willatt & Flickinger
12912 Hill Country Boulevard, Suite F-232
Austin, Texas 78738

Specialized Public Finance, Inc.
248 Addie Roy Road, Suite B-103
Austin, Texas 78746

**Re: \$5,000,000 Reunion Ranch Water Control and Improvement District
Unlimited Tax Bonds, Series 2019**

Ladies and Gentlemen:

In connection with the issuance and sale by Reunion Ranch Water Control and Improvement District (the "District") of its Unlimited Tax Bonds, Series 2019 (the "Bonds"), Taylor Morrison of Texas, Inc., a Texas corporation, ("Taylor Morrison" or the "Developer") has, among other things, participated in the preparation of certain portions of the Preliminary Official Statement, dated November 5, 2019, and certain portions of the final Official Statement dated November 19, 2019 (collectively, the Preliminary Official Statement and the Official Statement are referred to as the "Official Statement"), as hereinafter described, to be distributed in connection with the public offering and sale of the Bonds. Any capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Official Statement. Taylor Morrison is a principal owner of property within the District. Taylor Morrison is executing and delivering this Letter of Representation in connection with the provision of the information described in Exhibit A and the distribution and consummation of the sale of the Bonds by the District to the initial purchasers thereof (the "Underwriters").

1. Taylor Morrison hereby acknowledges receipt of a copy of the Official Statement and hereby approves the inclusion therein of the information, specified in Exhibit A hereto in connection with the distribution thereof.

2. Taylor Morrison represents as follows:

- (a) To the best of Taylor Morrison 's knowledge, after due inquiry, at the date hereof and on the date of actual delivery of the Bonds to the Underwriters against payment therefor (the "Closing Date"), the information, relating solely to Taylor Morrison, contained in the Official Statement specified in Exhibit A hereto is and will be true and correct in all material respects and does not and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, for a period of 90 days after the Closing Date, we will promptly advise you in writing of facts which would require material correction or additions to such information and of which the undersigned became aware.
- (b) At the date hereof and on the Closing Date, to the best of the knowledge of Taylor Morrison, having undertaken no independent investigation, with respect to the information contained in the Official Statement (other than that referred to in paragraph 2(a) above) Taylor Morrison has no reason to believe such information is not true and correct in all material respects and contains any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, for a period of 90 days after the Closing Date, we will promptly advise you in writing of facts which would require material correction or additions to such information and of which the undersigned became aware.
- (c) Except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court or public board pending against Taylor Morrison, nor, to the best of the knowledge of the officer signing on behalf of Taylor Morrison, is there any basis therefor, wherein an unfavorable decision, ruling or finding would, in any material respect, adversely affect the undersigned's development or sale of property in the District as described in the Official Statement or which, in any way, would adversely affect the information, specified in Exhibit A or the validity or enforceability of the Bonds or this Letter of Representation.
- (d) Taylor Morrison has full power and authority to execute this Letter of Representation, and such instrument has been duly authorized, executed and delivered and is legal, valid and binding instrument in accordance with its terms.
- (e) To the best of Taylor Morrison's knowledge, after due inquiry, at the Closing Date, this Letter of Representation will be the legal, valid and binding obligation of Taylor Morrison in accordance with its terms and the execution and delivery of this Letter of Representation and compliance with the provisions thereof will not result in a violation of the articles of incorporation, partnership agreement, bylaws or other organizational agreement of Taylor Morrison. To the best of Taylor Morrison's knowledge, without due inquiry, at the Closing Date, this Letter of Representation and compliance with the provisions thereof will not result in the violation of any of the terms or provisions of any indenture, mortgage, deed of trust, commitment, agreement or other instrument to which Taylor Morrison is a party or by which they are bound, or any order, rule, regulation or law applicable to either of the undersigned

of any court or any Federal or State regulatory body or administrative agency or other governmental body having jurisdiction over either of the undersigned or their properties.

3. During such period (not to exceed 90 days after the Closing Date) as you believe delivery of the Official Statement is necessary or desirable in connection with sale of the Bonds, if any event shall occur as a result of which it is necessary to amend or supplement the Official Statement in order to make the statements, specified in Exhibit A hereto, in the light of the circumstances when the Official Statement is delivered to a purchaser, not misleading, insofar as such statements relate to the undersigned or any other information specified in Exhibit A hereto and furnished by the undersigned to the District or the Underwriters, Taylor Morrison will forthwith furnish to the District the information necessary for you to prepare either amendments to the Official Statement or supplemental information so that the statements in the Official Statement as specified in Exhibit A hereto will not, in the light of the circumstances when the Official Statement as so amended or supplemented is delivered to a purchaser, be misleading.

4. The agreements contained herein and the representations of Taylor Morrison set forth in this Letter of Representation shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of the District or the Underwriters or any person controlling either of them and (ii) acceptance of and payment for the Bonds.

5. This Letter of Representation is made solely for your benefit and the benefit of persons, if any, controlling either of you and your respective successors and assigns, and no other person, partnership, association, corporation or governmental body shall acquire or have any right hereunder or by virtue hereof. The terms "successors" and "assigns" shall not include any purchaser of Bonds merely because of such purchase.

6. This Letter of Representation shall be governed by and construed in accordance with the laws of the State of Texas.

Very truly yours,

TAYLOR MORRISON OF TEXAS, INC.,
a Texas corporation

By:



Its:

Vice President

EXHIBIT A

The information contained in the Official Statement relating under the following entitled sections and limited to any referenced subsection:

1. "OFFICIAL STATEMENT SUMMARY - THE DISTRICT - The Developer,"
"Development Within the District " and " - Homebuilders"
2. "THE DISTRICT - Current Status of Development"
3. "THE DEVELOPER"



Murfee Engineering Company

December 19, 2019

Board of Directors
Reunion Ranch Water Control and Improvement District
c/o Willatt & Flickinger
12912 Hill Country Boulevard, Suite F-232
Austin, Texas 78738

Specialized Public Finance, Inc.
248 Addie Roy Road, Suite B-103
Austin, Texas 78746

Re: \$5,000,000 Reunion Ranch Water Control and Improvement District Unlimited Tax Bonds, Series 2019

Ladies and Gentlemen:

The undersigned on behalf of Murfee Engineering Company, Inc. ("Murfee Engineering Company") Austin, Texas, Engineer for Reunion Ranch Water Control & Improvement District (the "District"), does hereby represent the following:

1. The undersigned has met the requirements for practicing as a consulting engineer in the State of Texas, as has the firm of Murfee Engineering Company, Inc., which firm has been duly employed as the Engineer for the District.

2. Murfee Engineering Company has supplied certain information contained in the Preliminary Official Statement, dated November 5, 2019, and the final Official Statement dated November 19, 2019 (collectively, the "Official Statement"), relating to the District's issuance of the captioned Bonds. The information we have provided or reviewed is located in the following portions of the Official Statement.

- (a) Information under the heading "OFFICIAL STATEMENT SUMMARY – THE DISTRICT - Location" and "- Development Within the District."
- (b) Information under the first sentence of the second paragraph under the heading "THE BONDS- Issuance of Additional Debt."
- (c) Information under the heading "USE AND DISTRIBUTION OF BOND PROCEEDS."
- (d) Information under the heading "RISK FACTORS - Future Debt" (regarding developer reimbursements).

- (e) Information under the heading "THE DISTRICT – GENERAL," " - Consultants – Engineer," "- LOCATION," "- UNDEVELOPED ACREAGE," " - CURRENT STATUS OF DEVELOPMENT" and " - FUTURE DEVELOPMENT."
- (f) Information under the heading "THE SYSTEM" (excluding "Water, Wastewater and Drainage Operations Rate and Fee Schedule – Table 1" and "Operating Revenues and Expenses Statement – Table 2").

3. To the best of our professional knowledge and belief, as of the date hereof, the sections of the Official Statement described above do not contain an untrue statement of a material fact as to engineering information and data set forth therein, and do not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

4. We have also generally reviewed and discussed the other information in the Official Statement and have participated in conferences with representatives of the District. We cannot, of course make any representation to you as to the accuracy or completeness of statements of fact contained in such other information, nor have we made any investigation as to the accuracy or completeness of such other information. Nothing, however, has come to our attention that would lead us to believe the Official Statement contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

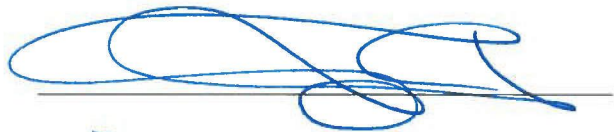
5. We agree to the use of the name of our firm in the Official Statement of the Bonds, and in particular to the description of said firm and its professional employees as experts appearing under the headings "THE DISTRICT - Consultants" and "OFFICIAL STATEMENT – PREPARATION."

6. We agree that to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this certificate and prior to the actual time of delivery of the bonds which would render any such information in the Official Statement untrue, incomplete, or incorrect, in any material fact or render any statement in such document materially misleading.

MURFEE ENGINEERING COMPANY, INC.

By:

Title:


District Engineer

Hays County Tax Assessor-Collector
Jenifer O’Kane, PCC



712 S. Stagecoach Trail, Suite 1120
San Marcos, TX 78666-5071
(512) 393-5545
www.hayscountytax.com

December 24, 2019

Board of Directors
Reunion Ranch Water Control and Improvement District
c/o Willatt & Flickinger
12912 Hill Country Boulevard, Suite F-232
Austin, Texas 78738

Specialized Public Finance, Inc.
248 Addie Roy Road, Suite B-103
Austin, Texas 78746

**Re: \$5,000,000 Reunion Ranch Water Control and Improvement District
Unlimited Tax Bonds, Series 2019**

Ladies and Gentlemen:

The undersigned Tax Assessor-Collector for the Reunion Ranch Water Control & Improvement District (the "District"), does hereby represent the following:

1. I have supplied certain information contained in the Preliminary Official Statement dated November 5, 2019, and the final Official Statement dated November 19, 2019 (collectively, the "Official Statement") relating to the District's issuance of bonds described above. The information I have provided is located in the following portions of the Official Statement:

- (a) Information as to the Certified Assessed Valuations, Estimated Taxable Assessed Valuation, historical tax collections and tax rates under the headings "SELECTED FINANCIAL INFORMATION," "FINANCIAL STATEMENT," and "TAX DATA."

- (b) Information under the subheading "Table 8 – Tax Collections" under the heading "TAX DATA."
- (c) Information under the subheading "*Tax Assessor/Collector*" under the heading "THE DISTRICT — *Consultants*."

2. To the best of my professional knowledge and belief, as of the date hereof, the sections of the Official Statement described above do not contain an untrue statement of a material fact as to information and data set forth therein, and do not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree that to the best of my ability, I will inform you immediately should I learn of any event(s) or information of which you are not aware subsequent to the date of this certificate and prior to the actual time of delivery of the bonds which would render any such information in the Official Statement untrue, incomplete or incorrect, in any material fact or render any statements in such document materially misleading.

HAYS COUNTY TAX ASSESSOR

By: 
Jenifer O'Kane

December 17, 2019

VIA EMAIL

Clayton Chandler, Esq.
McCall, Parkhurst & Horton L.L.P.
600 Congress Avenue, Suite 1800
Austin, Texas 78701

Re: \$5,000,000 in aggregate principal amount of Reunion Ranch Water Control and Improvement District (A Political Subdivision of the State of Texas Located in Hays County, Texas) Unlimited Tax Bonds, Series 2019 (Policy No. 219831-N)

Dear Mr. Chandler:

Enclosed please find a copy of the municipal bond insurance policy of Assured Guaranty Municipal Corp. ("AGM"), the executed disclosure, no default and tax certificate and the executed opinion of Counsel in connection with the above-referenced issue scheduled to close on December 19, 2019. The opinion and certificate shall be treated as originals. The original municipal bond insurance policy will be sent to your attention via overnight mail to be held in escrow until the closing. Upon successful completion of the closing, the insurance policy may be released and the original sent to the Paying Agent / Registrar.

In addition to your receiving my verbal instruction, I must receive the following before the insurance policy and opinion may be released:

1. A copy of the executed final approving opinion delivered by Bond Counsel, and a reliance letter addressed to AGM, as described in our Commitment Letter in respect of the subject issue.
2. The wire transfer in federal funds of an amount equal to the sum of the insurance premium and S&P rating fee, as described in our Commitment Letter, in accordance with our payment instructions. Verbal confirmation of the wire number shall be sufficient evidence for the release of the insurance policy.
3. **Your assurance that you will promptly cause to be delivered to AGM one original and two copies of the final closing transcript of proceedings. Such closing transcript may be in the form of either hard copies or three CD-ROMs thereof required by the Commitment Letter. Closing documents should be addressed to the attention of the Records Department.**

I ask you to send item 1 to my attention via email at EParedes@agltd.com, and call me at (212) 893-2706 with respect to item 2. Instructions for wiring of funds are attached for your convenience. I need to receive the documents referred to in item 3 by January 3, 2020.

I will email or fax the rating letters from S&P Global and Moody's to you at the closing.

Please let me know if you have any further questions.

Very truly yours,

Erika Paredes
Closing Coordinator

Enclosures

Assured Guaranty Municipal Corp.

1633 Broadway
New York, NY 10019

main 1 212 974 0100
fax 1 212 688 3101

info@assuredguaranty.com

www.assuredguaranty.com

In the event the Insurer is unable to fulfill its contractual obligation under this policy or contract or application or certificate or evidence of coverage, the policyholder or certificateholder is not protected by an insurance guaranty fund or other solvency protection arrangement.



MUNICIPAL BOND INSURANCE POLICY

ISSUER: Reunion Ranch Water Control and Improvement
District (A Political Subdivision of the State of
Texas Located in Hays County, Texas)

Policy No.: 219831-N

Effective Date: December 19, 2019

Premium: \$55,865.00

BONDS: \$5,000,000 in aggregate principal amount of
Unlimited Tax Bonds, Series 2019

ASSURED GUARANTY MUNICIPAL CORP. ("AGM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") (as set forth in the documentation providing for the issuance of and securing the Bonds) for the Bonds, for the benefit of the Owners or, at the election of AGM, directly to each Owner, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

On the later of the day on which such principal and interest becomes Due for Payment or the Business Day next following the Business Day on which AGM shall have received Notice of Nonpayment, AGM will disburse to or for the benefit of each Owner of a Bond the face amount of principal of and interest on the Bond that is then Due for Payment but is then unpaid by reason of Nonpayment by the Issuer, but only upon receipt by AGM, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of the principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in AGM. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by AGM is incomplete, it shall be deemed not to have been received by AGM for purposes of the preceding sentence and AGM shall promptly so advise the Trustee, Paying Agent or Owner, as appropriate, who may submit an amended Notice of Nonpayment. Upon disbursement in respect of a Bond, AGM shall become the owner of the Bond, any appurtenant coupon to the Bond or right to receipt of payment of principal of or interest on the Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under the Bond, to the extent of any payment by AGM hereunder. Payment by AGM to the Trustee or Paying Agent for the benefit of the Owners shall, to the extent thereof, discharge the obligation of AGM under this Policy.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent are authorized or required by law or executive order to remain closed. "Due for Payment" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity unless AGM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "Nonpayment" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment of principal or interest that is Due for Payment made to an Owner by or on behalf of the Issuer which has been recovered from such Owner pursuant to the

United States Bankruptcy Code by a trustee in bankruptcy in accordance with a final, nonappealable order of a court having competent jurisdiction. "Notice" means telephonic or telecopied notice, subsequently confirmed in a signed writing, or written notice by registered or certified mail, from an Owner, the Trustee or the Paying Agent to AGM which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount and (d) the date such claimed amount became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer or any person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.


AGM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee and the Paying Agent specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee and the Paying Agent, (a) copies of all notices required to be delivered to AGM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to AGM and shall not be deemed received until received by both and (b) all payments required to be made by AGM under this Policy may be made directly by AGM or by the Insurer's Fiscal Agent on behalf of AGM. The Insurer's Fiscal Agent is the agent of AGM only and the Insurer's Fiscal Agent shall in no event be liable to any Owner for any act of the Insurer's Fiscal Agent or any failure of AGM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, AGM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to AGM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy.

This Policy sets forth in full the undertaking of AGM, and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, (a) any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity and (b) this Policy may not be canceled or revoked. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW.

In witness whereof, ASSURED GUARANTY MUNICIPAL CORP. has caused this Policy to be executed on its behalf by its Authorized Officer.

ASSURED GUARANTY MUNICIPAL CORP.

By 
Authorized Officer

**DISCLOSURE, NO DEFAULT AND TAX CERTIFICATE OF
ASSURED GUARANTY MUNICIPAL CORP.**

The undersigned hereby certifies on behalf of Assured Guaranty Municipal Corp. ("AGM"), in connection with the issuance by AGM of its Policy No. 219831-N (the "Policy") in respect of the \$5,000,000 in aggregate principal amount of Reunion Ranch Water Control and Improvement District (A Political Subdivision of the State of Texas Located in Hays County, Texas) Unlimited Tax Bonds, Series 2019 (the "Bonds") that:

- (i) the information set forth under the caption "**BOND INSURANCE – ASSURED GUARANTY MUNICIPAL CORP.**" in the official statement dated November 19, 2019, relating to the Bonds (the "Official Statement") is true and correct,
- (ii) AGM is not currently in default nor has AGM ever been in default under any policy or obligation guaranteeing the payment of principal of or interest on an obligation,
- (iii) the Policy is an unconditional and recourse obligation of AGM (enforceable by or on behalf of the holders of the Bonds) to pay the scheduled principal of and interest on the Bonds in the event of Nonpayment by the Issuer (as set forth in the Policy),
- (iv) the insurance premium of \$55,865.00 (the "Premium") is a charge for the transfer of credit risk and was determined in arm's length negotiations and is required to be paid to AGM as a condition to the issuance of the Policy,
- (v) no portion of such Premium represents an indirect payment of costs of issuance, including rating agency fees, other than fees paid by AGM to maintain its ratings, which, together with all other overhead expenses of AGM, are taken into account in the formulation of its rate structure, or for the provision of additional services by us, nor the direct or indirect payment for a cost, risk or other element that is not customarily borne by insurers of tax-exempt bonds (in transactions in which the guarantor has no involvement other than as a guarantor),
- (vi) AGM is not providing any services in connection with the Bonds other than providing the Policy, and except for the Premium, AGM will not use any portion of the Bond proceeds; provided, however, that AGM or its affiliates may independently provide a guaranteed investment contract for the investment of all or a portion of the proceeds of the Bonds,
- (vii) except for payments under the Policy in the case of Nonpayment by the Issuer, there is no obligation to pay any amount of principal or interest on the Bonds by AGM,
- (viii) AGM does not expect that a claim will be made on the Policy,
- (ix) the Issuer is not entitled to a refund of the premium for the Policy in the event a Bond is retired before the final maturity date, and
- (x) for Bonds which are secured by a debt service reserve fund, AGM would not have issued the Policy unless the authorizing or security agreement for the Bonds provided for a debt service reserve fund funded and maintained in an amount at least equal to, as of any particular date of computation, the reserve requirement as set forth in such agreement.

AGM makes no representation as to the nature of the interest to be paid on the Bonds or the treatment of the Policy under Section 1.148-4(f) of the Income Tax Regulations.

ASSURED GUARANTY MUNICIPAL CORP.

By: _____

Authorized Officer

Dated: December 19, 2019



December 19, 2019

Municipal Bond Insurance Policy No. 219831-N With Respect to
\$5,000,000 In Aggregate Principal Amount of
Reunion Ranch Water Control and Improvement District (A Political Subdivision
of the State of Texas Located in Hays County, Texas)
Unlimited Tax Bonds, Series 2019

Ladies and Gentlemen:

I am Counsel of Assured Guaranty Municipal Corp., a New York stock insurance company ("AGM"). You have requested my opinion in such capacity as to the matters set forth below in connection with the issuance by AGM of its above-referenced policy (the "Policy"). In that regard, and for purposes of this opinion, I have examined such corporate records, documents and proceedings as I have deemed necessary and appropriate.

Based upon the foregoing, I am of the opinion that:

1. AGM is a stock insurance company duly organized and validly existing under the laws of the State of New York and authorized to transact financial guaranty insurance business therein.
2. The Policy has been duly authorized, executed and delivered by AGM.
3. The Policy constitutes the valid and binding obligation of AGM, enforceable in accordance with its terms, subject, as to the enforcement of remedies, to bankruptcy, insolvency, reorganization, rehabilitation, moratorium and other similar laws affecting the enforceability of creditors' rights generally applicable in the event of the bankruptcy or insolvency of AGM and to the application of general principles of equity.

In addition, please be advised that I have reviewed the description of the Policy under the caption "**BOND INSURANCE – BOND INSURANCE POLICY**" in the official statement relating to the above-referenced Bonds dated November 19, 2019 (the "Official Statement"). There has not come to my attention any information which would cause me to believe that the description of the Policy referred to above, as of the date of the Official Statement or as of the date of this opinion, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Please be advised that I express no opinion with respect to any information contained in, or omitted from, the caption "**BOND INSURANCE – ASSURED GUARANTY MUNICIPAL CORP.**".

I am a member of the Bar of the State of New York, and do not express any opinion as to any law other than the laws of the State of New York.

Very truly yours,



Counsel

Reunion Ranch Water Control and Improvement District, Texas,
c/o McCall, Parkhurst & Horton LLP,
600 Congress Avenue, Suite 1800,
Austin, Texas 78701.

Robert W. Baird & Co., Inc.,
777 East Wisconsin Avenue,
Milwaukee, Wisconsin 53202.

Assured Guaranty Municipal Corp.

1633 Broadway
New York, NY 10018

main 1 212 974 0100
fax 1 212 688 3101

info@assuredguaranty.com

www.assuredguaranty.com

NOTICE OF CLAIM AND CERTIFICATE

Assured Guaranty Municipal Corp.
1633 Broadway
New York, NY 10019

The undersigned, a duly authorized officer of [FULL NAME OF TRUSTEE or PAYING AGENT] (the "Trustee/Paying Agent"), hereby certifies to Assured Guaranty Municipal Corp. ("AGM"), with reference to Municipal Bond Insurance Policy No. 219831-N dated December 19, 2019 (the "Policy") issued by AGM in respect of the Reunion Ranch Water Control and Improvement District (A Political Subdivision of the State of Texas Located in Hays County, Texas) Unlimited Tax Bonds, Series 2019 (the "Bonds"), that:

(i) The Trustee/Paying Agent is the Trustee/Paying Agent under the document authorizing the issuance of the Bonds (the "Indenture") for the Holders.

(ii) The sum of all amounts on deposit (or scheduled to be on deposit) in the [RELEVANT ACCOUNTS] and available for distribution to the Holders pursuant to the Indenture will be \$_____ (the "Shortfall") less than the aggregate amount of principal and interest Due for Payment on _____ ("Scheduled Payments").

(iii) The Trustee/Paying Agent is making a claim under the Policy for the Shortfall to be applied to the payment of Scheduled Payments.

(iv) The Trustee/Paying Agent agrees that, following receipt of funds from AGM, it shall (a) hold such amounts in trust and apply the same directly to the payment of Scheduled Payments on the Bonds when due; (b) not apply such funds for any other purpose; (c) not commingle such funds with other funds held by the Trustee/Paying Agent and (d) maintain an accurate record of such payments with respect to each Bond and the corresponding claim on the Policy and proceeds thereof, and, if the Bond is required to be [SURRENDERED/PRESENTED] for such payment, shall stamp on each such Bond the legend "\$"[insert applicable amount] paid by AGM and the balance hereof has been canceled and reissued" and then shall deliver such Bond to AGM.

(v) The Trustee/Paying Agent, on behalf of the Holders, hereby assigns to AGM the rights of the Holders with respect to the Bonds to the extent of any payments under the Policy, including, without limitation, any amounts due to the Holders in respect of securities law violations arising from the offer and sale of the Bonds. The foregoing assignment is in addition to, and not in limitation of, rights of subrogation otherwise available to AGM in respect of such payments. Payments to AGM in respect of the foregoing assignment shall in all cases be subject to and subordinate to the rights of the Holders to receive all Scheduled Payments in respect of the Bonds. The Trustee/Paying Agent shall take such action and deliver such instruments as may be reasonably requested or required by AGM to effectuate the purpose or provisions of this clause (v).

(vi) The Trustee/Paying Agent, on its behalf and on behalf of the Holders, hereby appoints AGM as agent and attorney-in-fact for the Trustee/Paying Agent and each such Holder in any legal proceeding with respect to the Bonds. The Trustee/Paying Agent hereby agrees that, so long as AGM shall not be in default in its payment obligations under the Policy, AGM may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim in connection with an Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment made with respect to the Bonds (a "Preference Claim"), (B) the direction of any appeal of any order relating to any Preference Claim at the expense of AGM but subject to reimbursement as provided in the Indenture and (C) the posting of any surety, supersedes or performance bond pending any such appeal. In addition, the Trustee/Paying Agent hereby agrees that AGM shall be subrogated to, and the Trustee/Paying Agent on its behalf and on behalf of each Holder, hereby delegates and assigns, to the fullest extent permitted by law, the rights of the Trustee/Paying Agent and each Holder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

(vii) Payment should be made by wire transfer directed to [SPECIFY INSURANCE ACCOUNT].

Unless the context otherwise requires, capitalized terms used in this Notice of Claim and Certificate and not defined herein shall have the meanings provided in the Policy.

IN WITNESS WHEREOF, the Trustee/Paying Agent has executed and delivered this Notice of Claim and Certificate as of the _____ day of _____, _____.

By _____

Title _____

For AGM or
Fiscal Agent Use Only
Wire transfer sent on _____ By _____
Confirmation Number _____

**PROCEDURES FOR PREMIUM AND S&P FEE PAYMENT
TO
ASSURED GUARANTY MUNICIPAL CORP.
("AGM")**

AGM's issuance of its municipal bond insurance policy at bond closing is contingent upon payment and receipt of the premium and S&P fee. **NO POLICY MAY BE RELEASED UNTIL PAYMENT OF SUCH AMOUNTS HAS BEEN CONFIRMED.** Set forth below are the procedures to be followed for confirming the amount of the premium and S&P fee to be paid and for paying such amounts:

Confirmation of Amount to be Paid:

PREMIUM: \$55,865.00
S&P FEE: \$ 3,135.00

TOTAL DUE TO AGM AT CLOSING: \$59,000.00

Please contact Erika Paredes, Closing Coordinator, (212) 893-2706 EParedes@agltd.com if you are not in agreement with respect to the premium and S&P fee on the transaction prior to the closing date.

Payment Date: Date of Delivery of the insured bonds.

Method of Payment: Wire transfer of Federal Funds.

Wire Transfer Instructions:

Bank: The Bank of New York
ABA#: 021 000 018
Acct. Name: Assured Guaranty Municipal Corp.
Account No.: 8900297263
Policy No.: 219831-N

CONFIRMATION OF WIRE NUMBER AT CLOSING

AGM will accept as confirmation of the payment of the premium and S&P fee, a wire transfer number and the name of the sending bank, to be communicated on the closing date to Erika Paredes, Closing Coordinator, (212) 893-2706 EParedes@agltd.com.



November 19, 2019

VIA E-MAIL

Mr. Geoff Kuczmariski
Robert W. Baird & Co., Inc.
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Re: Not to Exceed \$5,000,000 aggregate principal amount of Reunion Ranch Water Control and Improvement District (A Political Subdivision of the State of Texas Located in Hays County, Texas) Unlimited Tax Bonds, Series 2019

Dear Mr. Kuczmariski:

Enclosed please find Assured Guaranty Municipal Corp.'s ("AGM") commitment letter (the "Commitment") in respect of the above-referenced issue. Please return one fully executed original to me at the address indicated below. The signed Commitment, executed by an authorized officer, must be returned to me prior to any reference to AGM as insurer of the issue being made in marketing efforts in respect of the issue.

Upon acceptance and satisfaction of the conditions of the Commitment, the following must occur in order for AGM to complete its review of applicable disclosure and financing documents in advance of the closing date, request the assignment of an insured rating for the Bonds, and timely issue its insurance policy:

- The financing schedule and a distribution list should be forwarded to the attention of the Closing Coordinator listed below.
- A copy of (i) the preliminary official statement and the final official statement, each of which shall include the disclosure provided by AGM and the specimen policy and any other references to AGM, and (ii) the Bonds, together with the legend to be affixed to such Bonds, must be delivered to the Closing Coordinator by e-mail in order that AGM may confirm its accuracy.
- Once determined, the underwriters' final pricing numbers, including the final debt service schedule for the Bonds, should be delivered to the credit analyst and Closing Coordinator responsible for the transaction by e-mail in order that AGM may confirm the premium to be paid for the insurance policy and S&P rating fee and request the assignment of an insured rating for the Bonds.
- A copy of either (i) the final pricing wire with CUSIP numbers shown or CUSIP wire evidencing the CUSIP numbers assigned to the Bonds; or (ii) the letter from the CUSIP Service Bureau listing the CUSIP numbers assigned to the Bonds should be delivered to the Closing Coordinator listed below by email in order that AGM may request the assignment of an insured rating for the Bonds.

AGM will require, prior to closing, four hard copies of the final official statement. Also, please notify me of a confirmed closing date as soon as it becomes available.

My contact information is as follows:

Telephone: (212) 893-2706
Email: EParedes@agltd.com

Assured Guaranty Municipal Corp.

1633 Broadway
New York, NY 10019

main 1 212 974 0100
fax 1 212 685 3101

info@assuredguaranty.com

www.assuredguaranty.com

Mr. Geoff Kuczmarski
Robert W. Baird & Co., Inc.
November 19, 2019

Page 2

Attached as a link to this e-mail is AGM's website, where the logo, statement of insurance, disclosure language, specimen policy, procedures for premium and S&P fee payment, form of opinion and form of disclosure certificate may be accessed and downloaded as needed.

Assuming the requirements of the Commitment have been met, AGM will deliver to Bond Counsel at the pre-closing, a copy of the municipal bond insurance policy of AGM, the executed disclosure, no default and tax certificate and the executed opinion of Counsel and other certificates needed in the transaction via email. The original municipal bond insurance policy will be sent to your attention via overnight mail to be held in escrow until the closing. As a post-closing condition, AGM shall receive one original and two copies of the final closing transcript of proceedings. Such closing transcript may be in the form of either hard copies or three CD-ROMs.

AGM looks forward to working with you on this transaction.

Very truly yours,



Erika Paredes
Closing Coordinator

Enclosures

ec: Clayton Chandler, Esq.; McCall, Parkhurst & Horton L.L.P.
Mr. Garry Kimball; Specialized Public Finance Inc.



MUNICIPAL BOND INSURANCE COMMITMENT

ASSURED GUARANTY MUNICIPAL CORP. ("AGM") hereby commits to issue its Municipal Bond Insurance Policy (the "Policy") relating to whole maturities of the debt obligations described in Exhibit A attached hereto (the "Bonds"), subject to the terms and conditions set forth in this Commitment, or added hereto (the "Commitment"). For the avoidance of doubt, each of the Exhibits attached hereto is an integrated part of this Commitment. To keep this Commitment in effect after the Expiration Date set forth in Exhibit A attached hereto, a request for renewal must be submitted to AGM prior to such Expiration Date. AGM reserves the right to refuse wholly or in part to grant a renewal.

THE MUNICIPAL BOND INSURANCE POLICY SHALL BE ISSUED IF THE FOLLOWING CONDITIONS ARE SATISFIED:

1. The transaction documents to be executed and delivered in connection with the issuance and sale of the Bonds shall not contain any untrue or misleading statement of a material fact and shall not fail to state a material fact necessary in order to make the information contained therein not misleading.
2. No event shall occur which would permit any underwriter or purchaser of the Bonds, otherwise required, not to be required to underwrite or purchase the Bonds on the date scheduled for the issuance and delivery thereof ("Closing Date").
3. On the date hereof and on the Closing Date, there shall have been no material adverse change in or affecting the Issuer and/or the Obligor, as applicable, or the Bonds (including, without limitation, the security for the Bonds or the proposed debt service schedule of the Bonds), any disclosure document relating to the Bonds (the "Official Statement"), the financing documents to be executed and delivered with respect to the Bonds, the legal opinions to be executed and delivered in connection with the issuance and sale of the Bonds, or any other information submitted to AGM with respect to the referenced transaction, or the Bonds, from that previously delivered or otherwise communicated to AGM.
4. The Bonds shall contain no reference to AGM, the Policy or the insurance evidenced thereby except as may be approved by AGM. BOND PROOFS SHALL HAVE BEEN APPROVED BY AGM PRIOR TO PRINTING. The Bonds shall bear a Statement of Insurance in the form provided by AGM.
5. AGM shall be provided with:
 - (a) Executed copies of all financing documents, the Official Statement and the various legal opinions delivered in connection with the issuance and sale of the Bonds (which shall be dated the Closing Date and which, except for the opinions of counsel relating to the adequacy of disclosure, shall be addressed to AGM or accompanied by a letter of such counsel permitting AGM to rely on such opinion as if such opinion were addressed to AGM), including, without limitation, the approving opinion of bond counsel. Each of the foregoing shall be in form and substance acceptable to AGM. Copies of all drafts of such documents prepared subsequent to the date of the Commitment (blacklined to reflect all revisions from previously reviewed drafts) shall be furnished to AGM for review and approval. Final drafts of such documents shall be provided to AGM at least three (3) business days prior to the issuance of the Policy, unless AGM shall agree to some shorter period.
 - (b) Evidence of wire transfer in federal funds of an amount equal to the sum of the insurance premium and S&P rating fee, unless alternative arrangements for the payment of such amounts acceptable to AGM have been made prior to the delivery date of the Bonds.
 - (c) Moody's Investors Service Inc. will separately present its bill for its rating fee relating to the Bonds. Payment of such bill should be made directly to Moody's. Payment of the Moody's rating fee is not a condition to release of the Policy by AGM.
6. Promptly after the closing of the Bonds, AGM shall receive three completed sets of executed documents (one original and either (i) two photocopies (each unbound) or (ii) two compact discs).
7. The Official Statement shall contain the language provided by AGM and only such other references to AGM or otherwise as AGM shall supply or approve. AGM SHALL BE PROVIDED WITH FOUR PRINTED COPIES OF THE OFFICIAL STATEMENT.

8. AGM hereby verifies that AGM does not boycott Israel and will not boycott Israel through the term of this Commitment. For purposes of this paragraph 8, (i) "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and (ii) "AGM" means AGM and any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of AGM.

9. AGM hereby verifies that as of the Closing Date, AGM (i) does not engage in business with Iran, Sudan or any foreign terrorist organization as described in Subchapter F of Chapter 2252 of the Texas Government Code, and (ii) is not a company listed by the Texas Comptroller under Sections 2270.021 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" as used in this paragraph 9 has the meaning assigned to such term in section 2252.151 of the Texas Government Code. For purposes of this paragraph 9, "AGM" means AGM and any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of AGM.

TERM SHEET FOR MUNICIPAL BOND INSURANCE COMMITMENT

Issuer: Reunion Ranch Water Control and Improvement District (A Political Subdivision of the State of Texas
Located in Hays County, Texas)

Principal Amount of Bonds Insured: Not to Exceed \$5,000,000

Name of Bonds Insured: Unlimited Tax Bonds, Series 2019

Date of Commitment: November 19, 2019 Expiration Date: Friday, January 24, 2020*

Premium: \$55,865.00

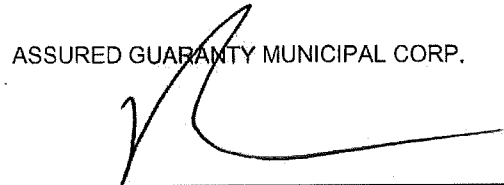
S&P Rating Fee: \$3,135.00

Bond Counsel Opinion -- Language Requirements:

The approving opinion of Bond Counsel shall include language to the effect that the Bonds are a full faith and credit general obligation of the Issuer, the payment for which the Issuer is obligated to exercise its ad valorem taxing power, without limit as to rate or amount, upon all taxable property within the Issuer.

Additional Conditions: None.

ASSURED GUARANTY MUNICIPAL CORP.



Authorized Officer

*To keep the Commitment in effect to the Expiration Date set forth above, AGM must receive a duplicate of this Exhibit A executed by an authorized officer by the earlier of the date on which the Official Statement containing disclosure language about AGM is circulated and ten days from the Date of Commitment.

ROBERT W. BAIRD & CO., INC.

Authorized Officer

**PROCEDURES FOR PREMIUM AND S&P FEE PAYMENT
TO
ASSURED GUARANTY MUNICIPAL CORP.
("AGM")**

AGM's issuance of its municipal bond insurance policy at bond closing is contingent upon payment and receipt of the premium and S&P fee. **NO POLICY MAY BE RELEASED UNTIL PAYMENT OF SUCH AMOUNTS HAS BEEN CONFIRMED.** Set forth below are the procedures to be followed for confirming the amount of the premium and S&P fee to be paid and for paying such amounts:

Confirmation of Amount to be Paid:

PREMIUM: \$55,865.00
S&P FEE: \$ 3,135.00

TOTAL DUE TO AGM AT CLOSING: \$59,000.00

Please contact Erika Paredes, Closing Coordinator, (212) 893-2706 if you are not in agreement with respect to the premium and S&P fee on the transaction prior to the closing date.

Payment Date: Date of Delivery of the insured bonds.

Method of Payment: Wire transfer of Federal Funds.

Wire Transfer Instructions:

Bank:	The Bank of New York
ABA#:	021 000 018
Acct. Name:	Assured Guaranty Municipal Corp.
Account No.:	8900297263
Policy No.:	219831-N

CONFIRMATION OF WIRE NUMBER AT CLOSING

AGM will accept as confirmation of the payment of the premium and S&P fee, a wire transfer number and the name of the sending bank, to be communicated on the closing date to Erika Paredes, Closing Coordinator, (212) 893-2706 EParedes@agitd.com.



MUNICIPAL BOND INSURANCE POLICY

ISSUER:

BONDS: \$ in aggregate principal amount of

Policy No: -N

Effective Date:

Premium: \$

ASSURED GUARANTY MUNICIPAL CORP. ("AGM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") (as set forth in the documentation providing for the issuance of and securing the Bonds) for the Bonds, for the benefit of the Owners or, at the election of AGM, directly to each Owner, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

On the later of the day on which such principal and interest becomes Due for Payment or the Business Day next following the Business Day on which AGM shall have received Notice of Nonpayment, AGM will disburse to or for the benefit of each Owner of a Bond the face amount of principal of and interest on the Bond that is then Due for Payment but is then unpaid by reason of Nonpayment by the Issuer, but only upon receipt by AGM, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of the principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in AGM. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by AGM is incomplete, it shall be deemed not to have been received by AGM for purposes of the preceding sentence and AGM shall promptly so advise the Trustee, Paying Agent or Owner, as appropriate, who may submit an amended Notice of Nonpayment. Upon disbursement in respect of a Bond, AGM shall become the owner of the Bond, any appurtenant coupon to the Bond or right to receipt of payment of principal of or interest on the Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under the Bond, to the extent of any payment by AGM hereunder. Payment by AGM to the Trustee or Paying Agent for the benefit of the Owners shall, to the extent thereof, discharge the obligation of AGM under this Policy.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent are authorized or required by law or executive order to remain closed. "Due for Payment" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity unless AGM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "Nonpayment" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment of principal or interest that is Due for Payment made to an Owner by or on behalf of the Issuer which has been recovered from such Owner pursuant to the

United States Bankruptcy Code by a trustee in bankruptcy in accordance with a final, nonappealable order of a court having competent jurisdiction. "Notice" means telephonic or telecopied notice, subsequently confirmed in a signed writing, or written notice by registered or certified mail, from an Owner, the Trustee or the Paying Agent to AGM which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount and (d) the date such claimed amount became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer or any person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

AGM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee and the Paying Agent specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee and the Paying Agent, (a) copies of all notices required to be delivered to AGM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to AGM and shall not be deemed received until received by both and (b) all payments required to be made by AGM under this Policy may be made directly by AGM or by the Insurer's Fiscal Agent on behalf of AGM. The Insurer's Fiscal Agent is the agent of AGM only and the Insurer's Fiscal Agent shall in no event be liable to any Owner for any act of the Insurer's Fiscal Agent or any failure of AGM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, AGM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud) whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to AGM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy.

This Policy sets forth in full the undertaking of AGM, and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, (a) any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity and (b) this Policy may not be canceled or revoked. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW.

In witness whereof, ASSURED GUARANTY MUNICIPAL CORP. has caused this Policy to be executed on its behalf by its Authorized Officer.

ASSURED GUARANTY MUNICIPAL CORP.

By _____
Authorized Officer

A subsidiary of Assured Guaranty Municipal Holdings Inc.
1633 Broadway, New York, N.Y. 10019
(212) 974-0100