

CASH BOND AGREEMENT FOR THE POINT, PHASE 1

BOND NO: CB -9-14-21	
PRINCIPALS(s) Legal name(s) Prairie Point Estates, Inc. Duane Davis	AGREEMENT DATE: 9/14/2021 PERFORMANCE DATE: 9/14/2023 (Agreement Expiration Date)
	AMOUNT OF BOND (In U.S.) Dollars Cents 1265 1475 100

WHEREAS, Principal has executed an Agreement of even date ("Agreement"), requiring installation of all improvements shown on the plat and plans on or before the date identified above; and

WHEREAS, Principal has elected to post a bond, in cash, to secure performance of the terms and conditions of the said Agreement,

NOW, THEREFORE, Prairie Point Estates, Inc. (Duane Davis), as Principal of said Agreement and this Bond and the County Judge and Commissioner's Court of Burnet County, Texas (hereinafter called County), as Oblige, hereby agreed as follows:

1. The County acknowledges receipt of the Bond amount, \$265,475 to be held and applied in accordance with the terms of this Bond Agreement.
2. The condition of this Bond is that Principal is held and firmly bound to the County in the sum written above in lawful money of the United States of America, as security for Principal's performance of the Agreement identified above.
3. County shall deposit said sum in a noninterest-bearing account in an institution insured by FDIC or FSLIC for the term of the Performance Agreement and any approved extensions thereof, provided that the principal sum may be reduced and refunded to Principal in accordance with adopted bond reduction policies.
4. If the Principal defaults in the performance of all or any part of the obligations of the Agreement or abandons the work, the County Commissioner (or his designee), in whose precinct the work is occurring, shall give written notice of same to Principal, specifying the principle items of breach. Notice expressly given under paragraph 4 shall terminate whatever rights Principal may have to perform further work under the Agreement.
5. In the event of default by the Principal as defined in paragraph 4 above, the County shall apply the Cash Bond to completion of work required by the Agreement. Any funds remaining after completion shall be returned to Principal. If the Cash Bond funds are not sufficient to complete the work, County may recover the deficiency from the Principal.

6. Computation of damages attributable to Principal's breach and chargeable against the Bond shall include not only the direct costs of completion, but also procurement costs, litigation costs, to include reasonable attorney's fees, administrative costs, expenses due to delay caused by Principal, maintenance and repair costs, and inspection fees.

7. Any notice required hereunder shall be deemed effective if given by registered mail, return receipt requested, to Principal in the name and at the address given in accordance with this paragraph. Any notice to the County shall be so given to the County Judge, 220 South Pierce, Burnet, Texas, 78611 or subsequent address notice of which is given as provided herein.

8. See Attachment "A" for the bond reduction schedule. (Not applicable for maintenance bonds)

WITNESS the following signatures and seals:

PRINCIPAL

This document shall be signed by an authorized person(s). Individuals who have the authority to bind an organization are partners of a partnership or joint venture, or a president or vice-president of a corporation. For any person signing in a representative capacity (e.g., an attorney-in fact), notarized evidence of authority must be furnished.

Type of Organization:

CORPORATION

Legal Name and Address:

(SEAL)

State of Incorporation:

TEXAS

PRAIRIE POINTE ESTATES INC.
2000 S. IH 35 #Q11
ROUND ROCK, TX 78681

Federal Tax I.D. or S.S.N.

84-2695488

Signature(s):



BY:

Name

DUANE DAVIS

Title

PRESIDENT

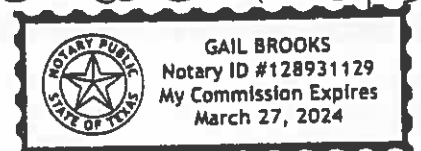
ACKNOWLEDGMENT OF PRINCIPAL

STATE OF TEXAS: COUNTY OF BURNET, to

wit: The foregoing instrument was acknowledged before me this 13th day of September 2021 by

Duane Davis, President (Name of
person signing above and title)

Gail Brooks



Notary Public My Commission expires March 27, 2024

COUNTY JUDGE AND COMMISSIONER'S COURT OF BURNET COUNTY, TEXAS

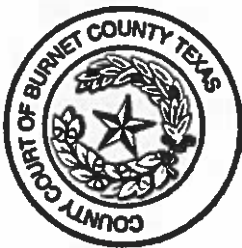
ATTEST: Janet Parker

By: J. D. [Signature]
COUNTY JUDGE

STATE OF TEXAS

COUNTY OF BURNET, to wit: The foregoing instrument was acknowledged before me this 14th day of September, 2021, by Janet Parker, County Clerk of the County Judge and Commissioner's Court of Burnet County, Texas.

Janet Parker
Burnet County Clerk



ATTACHMENT A
BOND REDUCTION AGREEMENT FOR CASH BOND #CB -9-14-21

Upon receipt of an Engineer's Statement of Completion for all required subdivision improvements, Burnet County will release 85% of the bond amount to the Principal with the remaining 15% held for a period of 2 years from the release date for the maintenance portion of the bonding requirements.

THE POINT, PHASE 1

Engineer's Estimate- \$265,475

85% release at completion- \$225,653.75

15% Maintenance Bond retention- \$39,821.25