# Appraisal Report

# **58.82 ACRES OF LAND**

1900 and 1901 American Drive Lago Vista, Texas 78645

Prepared for:

Date of Report: June 16, 2025 CBRE File No.: CB25US043940-2



500 W. Second St. Ste. 1700 Austin, TX 78701

> T (512) 499-4900 F (512) 499-4999

www.cbre.com/valuation

Date of Report: June 16, 2025

10119 Lake Creek Parkway, Suite 202 Austin, Texas 77079

RE: Appraisal of: 58.82 Acres of Land

1900 and 1901 American Drive Lago Vista, Travis County, Texas CBRE File No. CB25US043940-2

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject is a 58.82-acre (2,562,156 sq. ft.) tract of vacant land located at the terminus of American Way and along the south side of Highland Lake Drive in Lago Vista, Texas. The property exhibits 700 feet of frontage along the main body of Lake Travis. It also exhibits a variable amount of cove frontage dependent on the current lake levels of Lake Travis. According to an ordinance from the city of Lago Vista dated February 15, 2007, as provided by the borrower, 40.60 acres of the site are entitled. The entitlements allow for development of up to 225 condominium units, a private outdoor recreational area, floating marina with restaurant and bar, an on-shore restaurant and bar, a health club/spa, and dry stack marina. The site is irregular in shape with a varying topography, and approximately 70 percent of the property is located within a Flood Zone AE. The remaining 30 percent of the property is located in Flood Zone X-500. Additionally, all utilities are available to the site. The property is more fully described legally and physically within this report.

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

MARKET VALUE CONCLUSION				
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion	
As Is - Land	Fee Simple Estate	June 12, 2025	\$6,400,000	
Compiled by CBRE				

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code

of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. It also conforms to Title XI Regulations and the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) updated in 1994 and further updated by the Interagency Appraisal and Evaluation Guidelines promulgated in 2010.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

**CBRE - VALUATION & ADVISORY SERVICES** 

Andrew Hall

Title: VAS - Vice President Phone: (512) 499-4938

Email: Andrew.Hall2@cbre.com License No. & State: 1380760 TX Grant Mueller, MAI

Title: VAS - Managing Director

Phone: (512) 499-4909 Email: Grant.Mueller@cbre.com

License No. & State: 1337145 TX

# Certification

#### We certify to the best of our knowledge and belief:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- 4. Andrew Hall and Grant Mueller, MAI have not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- 5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice.
- 9. Andrew Hall has and Grant Mueller, MAI has not made a personal inspection of the property that is the subject of this report.
- 10. No one provided significant real property appraisal assistance to the persons signing this report.
- 11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
- 12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 13. As of the date of this report, Grant Mueller, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
- 14. As of the date of this report, Andrew Hall has completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.
- 15. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Texas.

Andrew Hall

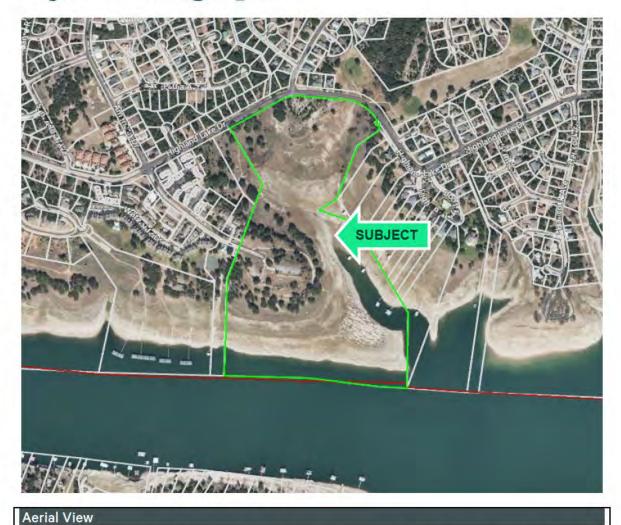
Certified General 1380760 TX

u Hall

Grant Mueller, MAI

Certified General 1337145 TX

# **Subject Photographs**



Note: The image and outline above are presented to merely assist the reader in visualizing the subject. It is not a legal representation or considered to represent a survey of the subject.





Photo 1 - Subject Site



Photo 2 – Subject Site





Photo 3 - Subject Site



Photo 4 – Subject Site



Photo 5 – Subject Site

Photo 6 – Subject Site

# **Executive Summary**

Property Name 58.82 Acres of Land

Location 1900 and 1901 American Drive
Lago Vista, Travis County, TX 78645

Client

**Highest and Best Use** 

As If Vacant Mixed Use

Property Rights Appraised Fee Simple Estate

Date of Inspection June 12, 2025

Estimated Exposure Time 12 Months

Estimated Exposure Time 12 Months

Estimated Marketing Time 12 Months

**Primary Land Area** 58.82 AC 2,562,156 SF

Zoning P-1A/PDD Buyer Profile Developer

 VALUATION
 Total
 Per SF

 Land Value
 \$6,400,000
 \$2.50

CONCLUDED MARKET VALUE					
Appraisal Premise Interest Appraised Date of Value Value					
As Is - Land	Fee Simple Estate	June 12, 2025	\$6,400,000		
Compiled by CBRE					

# Strengths, Weaknesses, Opportunities and Threats (SWOT)

#### Strengths/ Opportunities

- The subject exhibits approximately 700 feet of frontage along Lake Travis. Vacant land along Lake Travis is extremely limited and highly sought after.
- The area of the subject has exhibited steady population growth over the past few years and growth is projected to continue, although at a pace slower than the overall Austin MSA.
- The site is fully entitled to provide up to 225 condominium units, a floating marina with restaurant and bar, an on-shore restaurant and bar, a health club/spa, and dry stack marina.

#### Weaknesses/ Threats

- A majority of the subject site, estimated at 70%, is unusable due to its floodplain and drainage way encumbrance.
- The subject is situated in a primarily tertiary/vacation home market.
- Water levels at Lake Travis can fluctuate drastically and as the population of Austin and Central Texas grows, lower lake levels may become the norm, negatively impacting shoreline communities such as Lago Vista.
- Commercial real estate market conditions have deteriorated at the macro level due to the significant increase in the cost of capital beginning in 2022 reducing the volume of transaction activity. Over the past few years, this has impacted price discovery and created an increase in uncertainty.

Recent tariffs implemented by the US have created global economic uncertainty. The outcome of the
US tariffs, retaliatory tariffs, and global trade disruption is uncertain as of the date of value. Macroeconomic conditions may change and impact the value of commercial real estate.

#### **Market Volatility**

President Trump's announcement of broad-based global tariffs on April 2 sent shock waves through global financial markets. Potential impacts will depend on how long tariffs remain in place and the extent to which retaliatory tariffs by other countries will impact the U.S. economy. The full economic effect of the tariffs is evolving and could result in slower growth as well as potential inflationary pressures.

The reader is cautioned that recent events have created uncertainty for commercial real estate. The impacts on interest rates, the 10-year Treasury yield, leasing activity, real estate demand, construction costs, availability of financing, and values remain unclear. Overall, greater risk and market volatility is likely in the near term.

Experience has shown that consumer and investor behavior can quickly change during periods of such heightened volatility. Lending or investment decisions should reflect this heightened level of volatility and potential for deteriorating market conditions.

It is important to note that the conclusions set out in this report are valid as at the valuation date only. Where appropriate, we recommend that the valuation is closely monitored, as we continue to track how markets respond to evolving events.

### **Extraordinary Assumptions**

An extraordinary assumption is defined as "an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions." <sup>1</sup>

• The property was entitled in February 2007 to develop 225 condominium units, a floating marina with restaurant and bar, an on-shore restaurant and bar, a health club/spa, and dry stack marina. It is an extraordinary assumption of this report that all of these entitlements remain in place and that no further entitlements have been placed on the property that alters these approvals. Any deviation from this assumption could affect the value of the property herein.

# **Hypothetical Conditions**

A hypothetical condition is defined as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purposes of analysis." <sup>2</sup>

None noted.

\_

<sup>&</sup>lt;sup>1</sup> The Appraisal Foundation, *USPAP, 2024 Edition* (Effective January 1, 2024)

<sup>&</sup>lt;sup>2</sup> The Appraisal Foundation, *USPAP*, 2024 Edition (Effective January 1, 2024)

### **Ownership and Property History**

Title to the subject property is currently vested in the name of LV PENINSULA HOLDING LLC, which obtained title to the property in March 2023, as vacant, for an undisclosed price, as recorded in Instrument number 2023034846 of the Travis County Deed Records.

To the best of our knowledge, there has been no other sale or transfer of the property within the last three years. The property is not currently listed for sale or under contract.

Additionally, the property was entitled in February 2007 to develop 225 condominium units, a floating marina with restaurant and bar, an on-shore restaurant and bar, a health club/spa, and dry stack marina. It is an extraordinary assumption of this report that all of these entitlements remain in place and that no further entitlements have been placed on the property that alters these approvals. Any deviation from this assumption could affect the value of the property herein.

### **Exposure/Marketing Time**

Current appraisal guidelines require an estimate of a reasonable time period in which the subject could be brought to market and sold. This reasonable time frame can either be examined historically or prospectively. In a historical analysis, this is referred to as exposure time. Exposure time always precedes the date of value, with the underlying premise being the time a property would have been on the market prior to the date of value, such that it would sell at its appraised value as of the date of value. On a prospective basis, the term marketing time is most often used. The exposure/marketing time is a function of price, time, and use. It is not an isolated estimate of time alone. In consideration of these factors, we have analyzed the following:

- exposure periods for comparable sales used in this appraisal;
- the opinions of market participants.

The following table presents the information derived from these sources.

EXPOSURE/MARKETING TIME DATA			
	Exposure/Mktg. (Months)		
Investment Type	Range Average		
Comparable Sales Data	3.0 - 18.0 9.4		
Local Market Professionals	9.0 - 15.0 12.0		
CBRE Exposure Time Estimate CBRE Marketing Period Estimate	12 Months 12 Months		
Various Sources Compiled by CBRE			

# **Table of Contents**

Appraisal Report	
Appraisal Report  Certification	
Subject Photographs	i
Executive Summary	i\
Table of Contents	vii
Scope of Work	
Area Analysis	
Neighborhood Analysis	10
Site Analysis	
Zoning	2
Tax and Assessment Data	
Highest and Best Use	23
Land Value	
Reconciliation of Value	
Assumptions and Limiting Conditions	29

#### **ADDENDA**

- A Land Sale Data Sheets
- B Legal Description
- C Client Contract Information
- D Qualifications

# Scope of Work

This Appraisal Report is intended to comply with the real property appraisal development and reporting requirements set forth under Standards Rule 1 and 2 of USPAP. The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered, and analysis is applied.

#### **Intended Use Of Report**

The intended use of this appraisal report is for loan underwriting and/or credit making decisions by

#### Client

The client is

### **Intended User Of Report**

This appraisal is to be used by and/or affiliates. No other user(s) may rely on our report unless as specifically indicated in this report.

Intended users are those who an appraiser intends will use the appraisal or review report. In other words, appraisers acknowledge at the outset of the assignment that they are developing their expert opinions for the use of the intended users they identify. Although the client provides information about the parties who may be intended users, ultimately it is the appraiser who decides who they are. This is an important point to be clear about: The client does not tell the appraiser who the intended users will be. Rather, the client tells the appraiser who the client needs the report to be speaking to, and given that information, the appraiser identifies the intended user or users. It is important to identify intended users because an appraiser's primary responsibility regarding the use of the report's opinions and conclusions is to those users. Intended users are those parties to whom an appraiser is responsible for communicating the findings in a clear and understandable manner. They are the audience. <sup>3</sup>

# Reliance Language

Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.

<sup>&</sup>lt;sup>3</sup> Appraisal Institute, *The Appraisal of Real Estate*, 15<sup>th</sup> ed. (Chicago: Appraisal Institute, 2020), 40.

### Purpose of the Appraisal

The purpose of this appraisal is to develop an opinion of the market value of the subject property.

#### **Definition of Value**

The current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the U.S. (and used herein) is as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. buyer and seller are typically motivated;
- 2. both parties are well informed or well advised, and acting in what they consider their own best interests;
- 3. a reasonable time is allowed for exposure in the open market;
- 4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. 4

### **Interest Appraised**

The value estimated represents the Fee Simple Estate as defined below:

*Fee Simple Estate* - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat. <sup>5</sup>

# **Extent to Which the Property is Identified**

The property is identified through the following sources:

- postal address
- assessor's records
- legal description
- site survey

# **Extent to Which the Property is Inspected**

CBRE, Inc. inspected the subject site from the adjoining roadways, as well as its surrounding environs on the effective date of appraisal. This inspection was considered adequate and is the basis for our findings. The site was not surveyed by CBRE, Inc.

<sup>&</sup>lt;sup>4</sup> 12 CFR, Part 34, Subpart C-Appraisals, 34.42(h).

<sup>5</sup> Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed. (Chicago: Appraisal Institute, 2022), 73.

# Type and Extent of the Data Researched

CBRE reviewed the following:

- applicable tax data
- zoning requirements
- flood zone status
- demographics
- comparable data

# Type and Extent of Analysis Applied

CBRE, Inc. analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. For vacant land, the sales comparison approach has been employed for this assignment.

### **Statement of Competency**

The appraisers have the appropriate knowledge, education, and experience to complete this assignment competently.

# **Data Resources Utilized in the Analysis**

DATA SOURCES		
Item:	Source(s):	
Site Data		
Size	Survey Provided	
Compiled by CBRE		_

### **Appraisal Methodology**

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available. Depending on a specific appraisal assignment, any of the following four methods may be used to determine the market value of the fee simple interest of land:

- Sales Comparison Approach;
- Income Capitalization Procedures;
- Allocation; and
- Extraction.

The following summaries of each method are paraphrased from the text.

The first is the sales comparison approach. This is a process of analyzing sales of similar, recently sold parcels in order to derive an indication of the most probable sales price (or value) of the property being appraised. The reliability of this approach is dependent upon (a) the availability of comparable sales data, (b) the verification of the sales data regarding size, price, terms of sale, etc., (c) the degree of comparability or extent of adjustment necessary for differences between the subject and the comparables, and (d) the absence of nontypical conditions affecting the sales price. This is the primary and most reliable method used to value land (if adequate data exists).

The income capitalization procedures include three methods: land residual technique, ground rent capitalization, and Subdivision Development Analysis. A discussion of each of these three techniques is presented in the following paragraphs.

The land residual method may be used to estimate land value when sales data on similar parcels of vacant land are lacking. This technique is based on the principle of balance and the related concept of contribution, which are concerned with equilibrium among the agents of production--i.e. labor, capital, coordination, and land. The land residual technique can be used to estimate land value when: 1) building value is known or can be accurately estimated, 2) stabilized, annual net operating income to the property is known or estimable, and 3) both building and land capitalization rates can be extracted from the market. Building value can be estimated for new or proposed buildings that represent the highest and best use of the property and have not yet incurred physical deterioration or functional obsolescence.

The subdivision development method is used to value land when subdivision and development represent the highest and best use of the appraised parcel. In this method, an appraiser determines the number and size of lots that can be created from the appraised land physically, legally, and economically. The value of the underlying land is then estimated through a discounted cash flow analysis with revenues based on the achievable sale price of the finished product and expenses based on all costs required to complete and sell the finished product.

The ground rent capitalization procedure is predicated upon the assumption that ground rents can be capitalized at an appropriate rate to indicate the market value of a site. Ground rent is paid for the right to use and occupy the land according to the terms of the ground lease; it corresponds to the value of the landowner's interest in the land. Market-derived capitalization rates are used to convert ground rent into market value. This procedure is useful when an analysis of comparable sales of leased land indicates a range of rents and reasonable support for capitalization rates can be obtained.

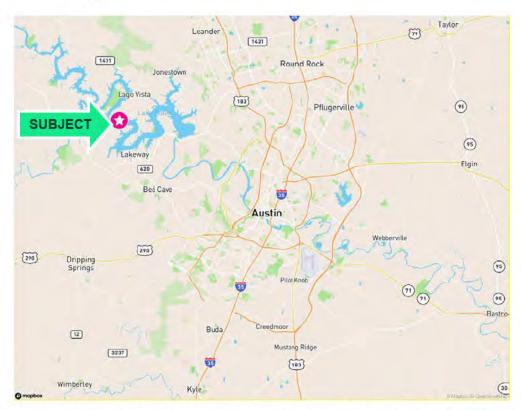
The allocation method is typically used when sales are so rare that the value cannot be estimated by direct comparison. This method is based on the principle of balance and the related concept of contribution, which affirm that there is a normal or typical ratio of land value to property value for specific categories of real estate in specific locations. This ratio is generally more reliable when the subject property includes relatively new improvements. The allocation method does not produce conclusive value indications, but it can be used to establish land value when the number of vacant land sales is inadequate.

The extraction method is a variant of the allocation method in which land value is extracted from the sale price of an improved property by deducting the contribution of the improvements, which is estimated from their depreciated costs. The remaining value represents the value of the land. Value indications derived in this way are generally unpersuasive because the assessment ratios may be unreliable, and the extraction method does not reflect market considerations.

### Methodology Applicable to the Subject

For the purposes of this analysis, we have utilized the sales comparison approach. The other methodologies are used primarily when comparable land sales data is non-existent. Therefore, these approaches have not been used.

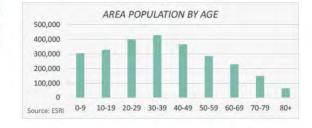
# Area Analysis



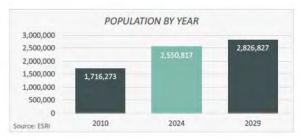
The subject is located in the Austin-Round Rock-San Marcos, TX Metropolitan Statistical Area. Key information about the area is provided in the following tables.

# Population

The area has a population of 2,550,817 and a median age of 36, with the largest population group in the 30-39 age range and the smallest population in 80+ age range.



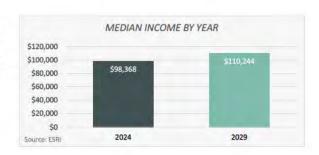
Population has increased by 834,544 since 2010, reflecting an annual increase of 2.9%. Population is projected to increase by 276,010 between 2024 and 2029, reflecting a 2.1% annual population growth.



Source: ESRI, downloaded on Jun, 14 2025

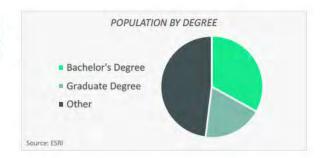
#### Income

The area features an average household income of \$139,662 and a median household income of \$98,368. Over the next five years, median household income is expected to increase by 12.1%, or \$2,375 per annum.

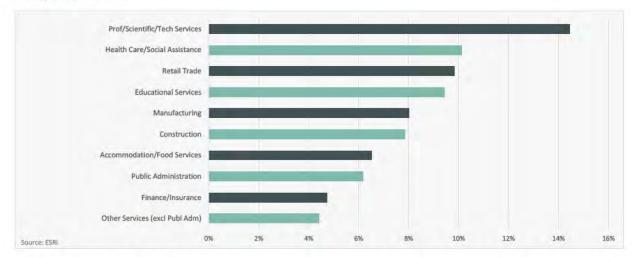


# Education

A total of 51.9% of individuals over the age of 24 have a college degree, with 33.1% holding a bachelor's degree and 18.9% holding a graduate degree.



# **Employment**



The area includes a total of 1,420,055 employees and has a 3.4% unemployment rate. The top three industries within the area are Prof/Scientific/Tech Services, Health Care/Social Assistance and Retail Trade, which represent a combined total of 34% of the workforce.

Source: ESRI, downloaded on Jun 14, 2025; BLS.gov dated Mar 1, 2025 (preliminary)

### **Austin Top Employers**

The following chart lists the top employers in the Austin area according to the Austin Business Journal.

Top Employers 2024			
Rank	Company	# of Employees	
1	H-E-B	24,161	
2	Tesla	20,000	
3	Ascension Texas	13,807	
4	Dell	13,000	
5	St David's Healthcare	12,191	
6	Amazon	11,000	
7	Apple Inc.	10,000	
8	Walmart	7,600	
9	Baylor Scott & White Health	6,000	
10	IBM	6,000	
11	Samsung Austin Semiconductor LLC	4,500	
12	Applied Materials	4,450	
13	NXP Semiconductors	4,000	
14	AMD Inc	3,700	
15	Accenture	3,500	
Source: Au	stin Business Journal		

# **Apple Expansion**

Apple, Inc. broke ground in 2019 on its new \$1 billion office campus in North Austin on a 133-acre tract of land near its existing corporate hub. In July 2022, Austin City council approved the annexation of 52.6 acres as an extension of Apple's campus. The new facility will employ approximately 15,000 people in the engineering, research and development, operations, finance, sales, and customer support fields. Apple currently employs 7,000 people in Central Texas, the most outside its headquarters in Cupertino, CA. This move is expected to make Apple the largest private employers in the region, surpassing Dell and H-E-B. In August 2022, plans were revealed to add 688,000 SF of office space to the campus; a 369,000 SF five story building, a 299,000 SF two story building, and a 1.2M SF parking garage. The new additions are expected to be completed by 2025.

#### Tesla

In July 2020, Tesla acquired approximately 2,100 acres in southeast Austin to construct a factory and assembly line for its Model Y truck. The site is located on the east side of State Highway 130 just north of US 71. Estimated at \$1.1 billion, the facility is nearing and is expected to bring 5,000 jobs to the area at an average salary near \$50,000/year. The workforce would consist of about 65% unskilled labor, and according to the Austin Business Journal, Tesla is considering workforce relationships with Austin Community College, Workforce Solutions Capital Area and Travis County Justice Planning for workers living in the county or exiting the criminal justice system. Once complete, the factory will be one of the largest economic development projects in the region and the only major automotive assembly plant in Austin. Tesla joins Toyota and Navistar as the third automobile plant in Central Texas. Although construction is still ongoing to complete the entire plant, Elon Musk announced in January 2022 that the assembly line for the Model Y truck began rolling out vehicles in December 2021.

#### Samsung

While Samsung has maintained a presence in Austin for many years already, construction on a new semiconductor plant began in 2022 in Taylor, in the northeastern portion of the Austin MSA. The \$17B project is expected to deliver in November 2024 and consists of five buildings; a three story, 800,000 SF manufacturing plant, a three story, 1.2M SF fabrication plant, a two story, 443,000 SF "GCS building," a six story, 350,000 SF office, and a six story, 300,000 SF parking garage. Samsung intends to invest \$192B in central Texas and is expected to receive \$1B in tax savings. Approximately 1,800 jobs will be created by the time the facility is complete.

#### **National Rankings**

Austin has been ranked at or near the top of both local and national surveys ranging from the best place to live in the United States to the fastest growing local economy. As an increasingly popular alternative for tech companies to the more expensive San Jose and Seattle, Austin has a healthy and growing job market that has been able to meet the needs of the area's growing population. The following chart outlines the top rankings Austin received in 2022, 2023, and 2024.

List	Publisher	Rank	Year
Top Cities for Commercial Real Estate Investing	LandGate	#4	2024
Top 12 Best Cities for Real Estate Investments	DoorLoop	#3	2024
Best State Capital for Safety	WalletHub	#1	2024
Best Performing City	Milken Institute	#1	2024
Best Metro Areas for STEM Professionals	WalletHub	#1	2024
Best Place to Live in the USA	U.S. News & World Report	#9	2024
Best Places for Millennials to Live & Work in 2024	CommercialCafe	#1	2024
Top 50 Cities in the World	Resonance	#43	2024
Top 10 Cities in the United States	Resonance	#8	2024
Most Educated Cities in America	WalletHub	#8	2024
Best Housing Markets for Growth and Stability	SmartAsset	#1	2023
Best Real-Estate Market	WalletHub	#8	2023
U.S. Metros With The Most Start-up Businesses	Cain Realty Group	#3	2022

#### Conclusion

The Austin-Round Rock MSA has an above average growth rate compared to similar markets in the State of Texas with a population growth average of 3.1% since 2010. The Austin area has a particularly well-educated labor force, with a high concentration of technology-oriented businesses, and a relatively low cost of doing business. Additionally, Austin is ranked as one of the best places to live in the United States by numerous publications. Given these factors, the Austin-Round Rock MSA is expected to continue its positive performance and continued growth.

# Neighborhood Analysis





#### Location

The subject is located in the city of Lago Vista and is considered a suburban location. Lago Vista is situated in northwest Travis County, along the north shore of Lake Travis. The neighborhood location is approximately 20 miles northwest of the Austin CBD; however, drive times to central Austin are in excess of 45 minutes as direct routes to the city are obstructed by the geographical characteristics and natural features of Lake Travis. While the completion of US Highway 183-A in 2008 and the straightening of FM 1431 east of Lago Vista and Jonestown in 2009 has increased access to the area, little new development has occurred.

#### **Boundaries**

The neighborhood boundaries are detailed as follows:

North: Travis/Williamson County Line

South: Lake Travis
East: Lake Travis
West: Lake Travis

### **General Description**

Originally a lakeside resort development with homes, condominiums, and golf courses, Lago Vista incorporated in 1984. It is currently the largest town on the north shore of Lake Travis, with a population of just over 6,000 at the 2010 census. The community encompasses more than 15 miles of shoreline on Lake Travis in an area known for its scenic beauty. Rolling hills, steep canyons, reforestation of oak and cedar trees and access to Lake Travis draw tourists from throughout the central Texas region. Lago Vista is also the gateway to the Balcones Canyonlands National Wildlife Refuge, which consists of 22 square miles dedicated to the protection of the endangered Golden-cheeked warbler and the Black-capped vireo.

#### Land Use

Land uses within Lago Vista include the full range of uses typical of a small town, including residential and small-scale commercial development. Outside Lago Vista proper, residential development is sparser, with home sites designed to take advantage of views or proximity to nearby Lake Travis. Recreational amenities, including marinas and golf courses are available in the area, and there is a significant amount of vacant land available for development. Arkansas Bend Park is located on a peninsula southeast of Lago Vista proper. A handful of gated, lake access subdivisions are located in Lago Vista, including Point Venture, the Hollows at North Shore on Lake Travis, the Pointe, Tessera on Lake Travis and Waterford on Lake Travis.

Overall land use characteristics for the neighborhood are summarized below:

Predominant Age of Improvements	new to 30 Years
Predominant Quality and Condition	Average to Good
Stage of Neighborhood Life Cycle	Stable
Predominant Location of Undeveloped Land	North

The majority of the single-family residential development within a three-mile radius of the subject may be described as tract homes in the \$300,000-\$399,999 price range. According to information obtained from ESRI, 78% of the homes built within a three-mile radius of the subject were built between 1980 and 2009. The average home value within a three-mile radius of the subject is about \$379,922.

#### **Growth Patterns**

The subject neighborhood offers desirable Hill Country views and access to Lake Travis. The hilly terrain, scenic hill country and lake views, and proximity to Lake Travis enable the development of residential lots with panoramic and lake views that appeal to the upper-income homeowner and secondary home buyers; however, this buying segment was hit the hardest by the economic recession and buyers have been slow to return to the Lago Visa market. Market participants are hopeful that growth will return to the area as the national and local economy continues to recover. With little recent expansion of the residential base in the area, demand for commercial services in the subject neighborhood has been stagnant for the last several years as well. This followed a time of relatively high population growth and corresponding commercial development from 2002 to 2007. This was evidenced by residential subdivision development in the area and new retail properties built east of the subject at the Lohman's Ford/FM 1431 intersection.

Growth patterns have occurred primarily along the FM 1431 and Lohman's Ford commercial thoroughfares. The most significant development is a center located at the corner of Lohman's Ford Road and FM 1431. The retail center is anchored by Lowes Market and Ace Hardware and was completed in the summer of 2007.

Lago Vista ISD opened a new \$30 million high school campus for the 2014 school year along Lohman Ford north of Shoreline Ranch Drive. The school has capacity for 440 students with room to triple in size as the student body grows.

A significant number of acres (±24,000) surrounding the subject and proximate to Lago Vista is set aside as Balcones Canyonland Wildlife Refuge area. In addition, the subject's entitlements are secured by habitat mitigation, which creates a high barrier to entry in the Lago Vista market.

#### Access

F.M. 1431, which is a four-lane highway, is the only transportation route to and from Lago Vista. Limited accessibility to the city will likely be a factor in attracting businesses that require easy access to major highways. In addition to roadway access, multi-modal transportation is provided to Lago Vista by Capitol Metro, which provides scheduled bus service to the recently complete Metro Rail Line located 10 miles east of the subject near Lakeline Mall in Cedar Park.

The North Rusty Allen Airport is located in Lago Vista and provides the city with a general aviation airport. It has a 4,000-foot paved runway that is lighted and has an instrument landing system. In addition, Austin-Bergstrom International Airport is located southeast and is an approximate one-hour drive.

### **Demographics**

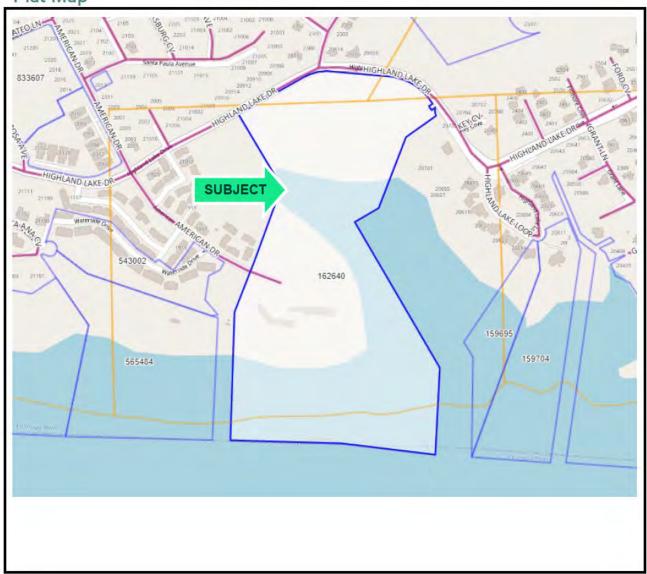
Selected neighborhood demographics in 1-, 3- and 5-mile radius from the subject are shown in the following table:

SELECTED NEIGHBORHOOD DEMOGRAPHICS					
1900 and 1901 American Drive Lago Vista, TX 78645	1 Mile Radius 3 Mile Radiu		5 Mile Radius	Austin-Round Rock- San Marcos, TX Metropolitan Statistical Area	
Population					
2029 Total Population	2,439	12,465	38,328	2,826,827	
2024 Total Population	2,430	11,763	35,682	2,550,817	
2010 Total Population	1,344	7,448	22,307	1,716,273	
2000 Total Population	914	5,180	17,796	1,249,756	
Annual Growth 2024 - 2029	0.07%	1.17%	1.44%	2.08%	
Annual Growth 2010 - 2024	4.32%	3.32%	3.41%	2.87%	
Annual Growth 2000 - 2010	3.93%	3.70%	2.28%	3.22%	
Households					
2029 Total Households	1,058	5,581	16,244	1,116,021	
2024 Total Households	1,027	5,107	14,698	992,698	
2010 Total Households	574	3,215	9,384	650,452	
2000 Total Households	409	2,316	7,246	471,854	
Annual Growth 2024 - 2029	0.60%	1.79%	2.02%	2.37%	
Annual Growth 2010 - 2024	4.24%	3.36%	3.26%	3.07%	
Annual Growth 2000 - 2010	3.45%	3.33%	2.62%	3.26%	
Income					
2024 Median Household Income	\$87,174	\$104,379	\$136,476	\$98,368	
2024 Average Household Income	\$142,806	\$146,513	\$196,671	\$139,662	
2024 Per Capita Income	\$61,844	\$62,766	\$81,577	\$54,422	
2024 Pop 25+ College Graduates	835	4,126	16,103	893,475	
Age 25+ Percent College Graduates - 2024	44.6%	45.8%	60.1%	51.9%	
Source: ESRI					

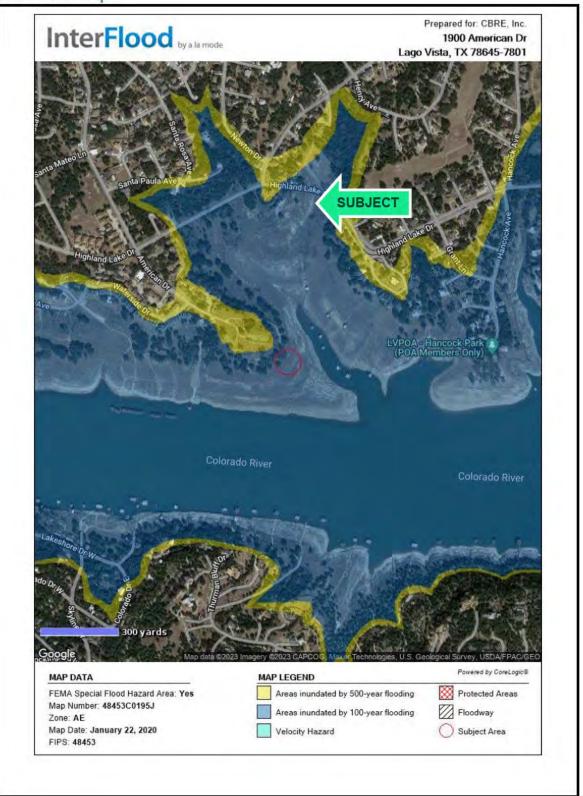
#### Conclusion

As shown above, the population within the subject neighborhood has shown positive growth over the past several censuses with future increases forecasted. The outlook for the neighborhood is for continued positive performance with continued growth anticipated over the next several years. Because of the concentration of highway corridors within the neighborhood, access to major employers and recreational amenities throughout the MSA, the demand for existing and proposed improvements is considered average. The outlook for the neighborhood is for continued performance with improvement over the next several years.

# Plat Map



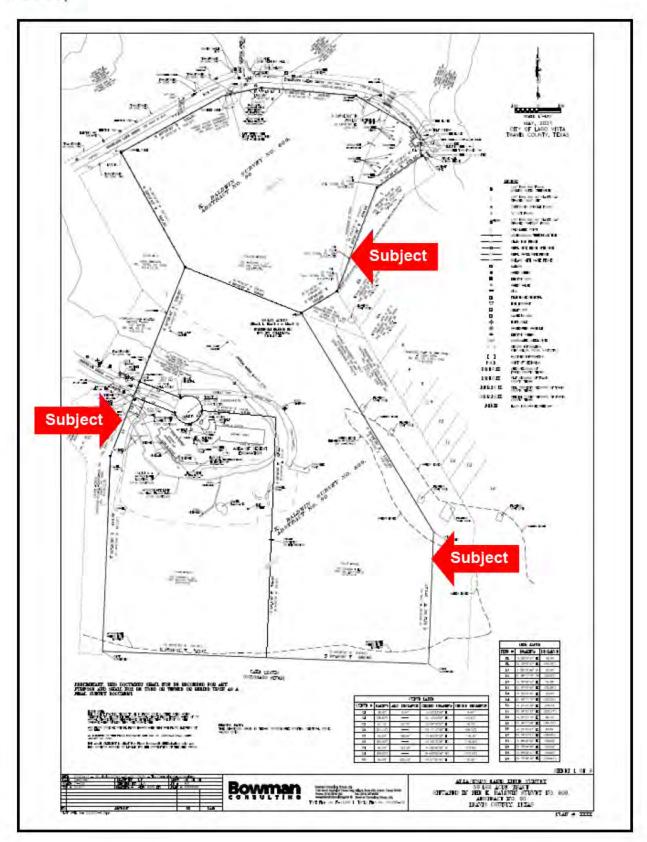
# Flood Plain Map



# Flood Plain Overlay Map



# Survey



# Site Analysis

The following chart summarizes the salient characteristics of the subject site.

SIT	E SUMMARY AN	D ANALYSIS	
Physical Description			
Gross Site Area		58.82 Acres	2,562,156 Sq. Ft.
Net Site Area		58.82 Acres	2,562,156 Sq. Ft.
Excess Land Area		None	
Surplus Land Area		None	
Shape		Irregular	
Topography		Steep Slope	
Zoning District		P-1A/PDD	
Flood Map Panel No. & Date		48453C0195J	22-Jan-20
Flood Zone		Zone X and AE	
Adjacent Land Uses		Commercial and R	Residential uses
Comparative Analysis		<u> </u>	Rating
Visibility		Good	
Functional Utility		Average	
Traffic Volume		Average	
Adequacy of Utilities		Assumed adequat	е
Landscaping		Trees and shrubs	
Drainage		Assumed adequat	е
Utilities	<u> </u>	vailability	Availability
Water	City of Lago V	ista	Yes
Sewer	City of Lago V	ista	Yes
Electricity	Various		Yes
Telephone/Cable/Internet	Various		Yes
Other	<u>Yes</u>	<u>No</u>	<u>Unknown</u>
Detrimental Easements	_	X	
Encroachments		Χ	
Deed Restrictions			X
Reciprocal Parking Rights		X	
Various sources compiled by CBRE			

### Location

The subject is situated at the terminus of American Drive.

#### Shape and Frontage

The site is irregular in shape and exhibits approximately 700 feet of waterfront frontage on Lake Travis. Additionally, the site has frontage along American Drive and Highland Lake Drive.

#### Ingress/Egress

Ingress and egress are available to the site via a curb cut along the south side of Highland Lake Drive as well as a curb cut located at the terminus of American Way.

Highland Lake Drive, at the subject, is an east/west residential street improved with one lane of traffic in each direction. Street improvements include asphalt paving.

American Way, at the subject, is a north/south street improved with one lane of traffic in each direction. Street improvements include asphalt paving.

#### **Easements and Encroachments**

There are no known easements or encroachments impacting the site that are considered to affect the marketability or highest and best use. It is recommended that the client/reader obtain a current title policy outlining all easements and encroachments on the property, if any, prior to making a business decision.

#### **Covenants, Conditions and Restrictions**

There are no known covenants, conditions or restrictions impacting the site that are considered to affect the marketability or highest and best use. It is recommended that the client/reader obtain a copy of the current covenants, conditions and restrictions, if any, prior to making a business decision.

#### **Environmental Issues**

CBRE was provided with a Phase I Environmental Site Assessment performed by Bowman Consulting Group, LTD., dated January 4, 2023. According to the report, there was no evidence of RECs, CRECs, or HRECs, associated with the subject property. CBRE, Inc. is not qualified to detect the existence of potentially hazardous material or underground storage tanks which may be present on or near the site. The existence of hazardous materials or underground storage tanks may affect the value of the property. For this appraisal, CBRE, Inc. has specifically assumed that the property is not affected by any hazardous materials that may be present on or near the property.

#### Flood Zone

According to flood hazard maps published by the Federal Emergency Management Agency (FEMA), the site is within Zone AE and Zone X-500, as indicated on Community Map Panel No. 48453C0195J, dated January 22, 2020. Based on a review of the survey provided, it appears that approximately 70% of the site is located within Flood Zone AE and the remaining is located in Flood Zone X-500. However, we are not experts in determining flood zone elevations and we were not provided with a flood zone certificate for the subject. The reader is encouraged to consult with a professional engineer to determine the subject's actual flood zone status. FEMA defines the flood zone(s) as follows:

Zones AE and A1-A30 are the flood insurance rate zones used for the 1-percent-annual-chance floodplains that are determined for the Flood Insurance Study (FIS) by detailed methods of analysis. In most instances, Base Flood Elevations (BFEs) derived from the detailed hydraulic analyses are shown at selected intervals in this zone. Mandatory flood insurance purchase requirements apply. AE zones are areas of inundation by the 1-percent-annual-chance flood, including areas with the 2-percent wave runup, elevation less than 3.0 feet above the ground, and areas with wave heights less than 3.0 feet. These areas are subdivided into elevation zones with Base Flood Elevations (BFEs) assigned. The AE zone will generally extend inland to the limit of the 1-percent-annual-chance Stillwater Flood Level (SWEL).

Zones B and X (shaded) are areas of 0.2-percent-annual-chance floodplain, areas of 1-percent-annual-chance (base flood) sheet flow flooding with average depths of less than 1 foot, areas of base flood stream flooding with a contributing drainage area of less than 1 square mile, or areas protected from the base flood by levees. No Base Flood Elevations (BFEs) or depths are shown in this zone, and insurance purchase is not required.

#### Conclusion

The site is well located and afforded below average access and average visibility from roadway frontage. The site is irregular in shape, exhibits a varying topography with the front of the site near American Drive exhibiting a generally level topography and the remaining exhibiting a sloping topography. The site currently has access to all utilities. The subject is located primarily in a flood zone. The size of the site is typical for the area and use, and there are no known detrimental uses in the immediate vicinity. As of the date of value, there are no known factors other than the flood zone that are considered to prevent the site from development to its highest and best use, as vacant.

# Zoning

The following chart summarizes the subject's zoning requirements.

ZONING SUMMARY		
Current Zoning	P-1A/PDD	
Legally Conforming	N/A - Land	
Uses Permitted	Residential condominiums, including privately owned or leased units; accessory uses as defined in the City of Lago ordinance include meeting rooms, one restaurant/bar/commercial kitchen/dining room/private club, a marina, dry-stack boat storage, health and exercise facilities, spa/beauty and retail shops, medical facilities, offices/lobby, and outdoor swimming pools, children's playgrounds, volleyball or tennis courts, and other similar outdoor conventional recreational uses associated with the project.	
Zoning Change	Not likely	
Category	Zoning Requirement	
Minimum No. Stories	4	
Maximum Height	776 Feet	
Minimum Setbacks		
Front Yard	None	
Street Side Yard	None	
Interior Side Yard	None	
Rear Yard	None	
Parking Requirements	2 spaces/unit	
Source: Planning & Zoning Dept.		

# **Analysis and Conclusion**

The property was entitled in February 2007 to develop 225 condominium units, a floating marina with restaurant and bar, an on-shore restaurant and bar, a health club/spa, and dry stack marina. It is an extraordinary assumption of this report that no further entitlements have been placed on the property that alters these approvals. Additional information may be obtained from the appropriate governmental authority. For purposes of this appraisal, CBRE has assumed the information obtained is correct.

# Tax and Assessment Data

	AD VALOREM TAX INFORMATION				
			Pro Forma		
Parcel	Assessor's Parcel No.	2025			
1		\$4,262,400			
	Subtotal	\$4,262,400	\$4,262,400		
	% of Assessed Value	100%	100%		
	Final Assessed Value	\$4,262,400	\$4,262,400		
	General Tax Rate (per \$100 A.V.)	2.173414	2.173414		
	General Tax:	\$92,640	\$92,640		
	Effective Tax Rate (per \$100 A.V.)	2.173414	2.173414		
	Total Taxes	\$92,640	\$92,640		
	Taxes per SF				

The reassessment of the subject is scheduled each January with notices sent to property owners in May. Texas is a non-disclosure state, and a sale of a property does not necessarily trigger an assessment increase to the sales price. In theory, the assessed value is supposed to mirror the actual market value of the property. In actuality, the assessed value can vary from market value.

The Texas tax code allows for properties to be assessed at either 100% of market value or at a rate that is equal and uniform to the property's most comparable competitors. The tax code reads, "The District Court shall grant relief on the ground that a property is appraised unequally if the appraised value of the subject property exceeds the median appraised value of a reasonable number of comparable properties appropriately adjusted." - Section 42.26 (a)(3)

#### Conclusion

Based on the foregoing, the total taxes for the subject have been estimated as \$92,640 for the base year of our analysis, based upon an assessed value of \$4,262,400. For purposes of this analysis, CBRE, Inc. assumes that all taxes are current.

# Highest and Best Use

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- legally permissible;
- physically possible;
- financially feasible; and
- maximally productive.

The highest and best use analysis of the subject is discussed below.

#### As Vacant

#### **Legal Permissibility**

The legally permissible uses were further discussed in the Site Analysis and Zoning Sections.

#### **Physical Possibility**

The site exhibits varying topography with frontage along Lake Travis causing the site to be inundated with +/- 40 acres within the Zone AE floodplain. The site has access to all utilities. Notwithstanding, the unencumbered area of the site has adequate shape, size and access to be a separately developable site. Outside of the encumbered areas, there are no known physical reasons why the subject site would not support any legally probable development (i.e. it appears adequate for development). Existing structures on similar/adjoining sites provide additional evidence for the physical possibility of development.

#### Financial Feasibility

Potential uses of the site include various commercial, mixed commercial and residential uses. The determination of financial feasibility is dependent primarily on the relationship of supply and demand for the legally probable land uses versus the cost to create the uses. As discussed in the market analysis of this report, there appears to be pent up demand in the residential market for condominium development due to the lack of condominium construction in the years following the economic downturn in 2008. Development of new condominium properties has been ongoing over the past several years in central Austin. Further, within the MSA, at least three new projects (Flats on Wilson, Seaholm redevelopment, and 70 Rainey) have been converted from proposed rental apartment projects to for sale condominium developments. These factors indicate that it would likely be financially feasible to complete a new condominium project if the site acquisition cost was low enough to provide an adequate developer's profit.

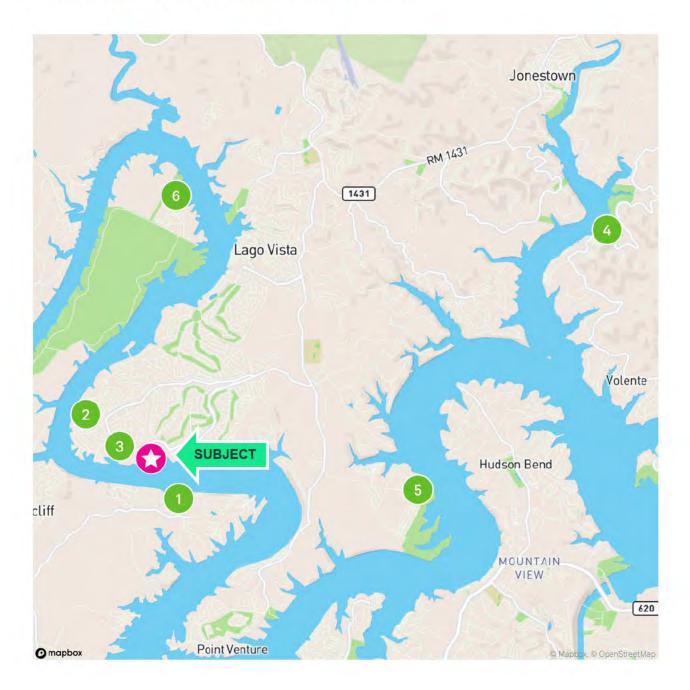
#### **Maximum Productivity - Conclusion**

The final test of highest and best use of the site, as though vacant, is that the use be maximally productive, yielding the highest land value. In the case of the subject site as though vacant, the analysis thus far has indicated residential use is the maximally productive use of the site.

Based on the information presented above and upon information contained in the market and neighborhood analysis, we conclude that the highest and best use of the subject as if vacant would be the development of a condominium project. Our analysis of the subject and its respective market characteristics indicate the most likely buyer, as if vacant, would be an investor (land speculator) or a developer.

# Land Value

The following map and table summarize the comparable data used in the valuation of the subject site. A detailed description of each transaction is included in the addenda.



SUMMARY OF COMPARABLE LAND SALES									
No.	Property Location	Tran Type	saction Date	Zoning	Actual Sale Price	Adjusted Sale Price <sup>1</sup>	Size (Acres)	Size (SF)	Price Per SF
1	23.85 Acres of Land 20024 & 20100 Thurman Bend Rd Spicewood, TX 78669	Sale	Dec-24	ETH	\$4,900,000	\$4,900,000	23.85	1,038,906	\$4.72
2	48.23 Acres of Land W/S of Patriot Drive, North of Azure Lane Lago Vista, TX 78645	Sale	Jul-24	R1-S, 18B	\$5,670,000	\$5,670,000	48.23	2,100,812	\$2.70
3	32.42 Acres of Land 21201 Santa Vista Way Lago Vista, TX 78645	Sale	Jun-24	CR	\$1,925,000	\$1,925,000	32.42	1,412,215	\$1.36
4	5.51 Acres 9006 Lime Creek Road Volente, TX 78641	Sale	Jun-22	ETJ	\$1,100,000	\$1,100,000	5.51	240,016	\$4.58
5	21.93 Acres of Land 17300 Robinhood Road Lago Vista, TX 78645	Sale	Jun-22	Lago Vista ETJ	\$4,300,000	\$4,300,000	21.93	955,314	\$4.50
6	56.659 Acres of Land N/L Pace Bend Road N Spicewood, TX 78669	Sale	May-22	ETJ	\$5,306,230	\$5,306,230	58.40	2,543,773	\$2.09
Subject	1900 and 1901 American Drive Lago Vista, TX 78645			P-1A/PDD			58.82	2,562,156	

<sup>&</sup>lt;sup>1</sup> Adjusted sale price for cash equivalency and/or development costs (where applicable)

The sales utilized represent the best data available for comparison with the subject and were selected within the surrounding area that are considered to be similar to the subject in size, location, and other physical characteristics.

#### **Market Conditions**

The market conditions adjustment accounts for changes in market conditions associated with the passage of time. Market conditions were improving but have been stable since March 2022 due to the rise in interest rates. All of the comparables transacted after the peak of the most recent cycle and were not adjusted for this factor.

#### Size

The subject site is 58.82 acres in size, while the comparables range from 5.51 to 58.40 acres. Comparables 1, 3, 4, and 5 are smaller and were adjusted downward for size and economies of scale at a rate of 5% per doubling/halving. Comparables 1 and 2 are larger and were adjusted upwards.

#### Flood Plain

No adjustments were considered necessary.

#### Frontage/ Visibility

No adjustments were considered necessary.

#### **Topography**

No adjustments were considered necessary.

#### Location

Comparables 4 and 5 are in locations with superior surrounding development and access to primary demand generators and were adjusted downwards.

## **Zoning/Density**

No adjustments were considered necessary.

## **Utilities**

No adjustments were considered necessary.

## **Summary of Adjustments**

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable.

		LAND S	ALES ADJUSTN	IENT GRID			
Comparable Number	1	2	3	4	5	6	Subject
Transaction Type	Sale	Sale	Sale	Sale	Sale	Sale	
Transaction Date	Dec-24	Jul-24	Jun-24	Jun-22	Jun-22	May-22	
Interest Transferred	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	
Zoning	ETH	R1-S, 18B	CR	ETJ	Lago Vista ETJ	ETJ	P-1A/PDD
Actual Sale Price	\$4,900,000	\$5,670,000	\$1,925,000	\$1,100,000	\$4,300,000	\$5,306,230	
Adjusted Sale Price 1	\$4,900,000	\$5,670,000	\$1,925,000	\$1,100,000	\$4,300,000	\$5,306,230	
Size (Acres)	23.85	48.23	32.42	5.51	21.93	58.40	58.82
Size (SF)	1,038,906	2,100,812	1,412,215	240,016	955,314	2,543,773	2,562,156
Price Per SF	\$4.72	\$2.70	\$1.36	\$4.58	\$4.50	\$2.09	
Price (\$ PSF)	\$4.72	\$2.70	\$1.36	\$4.58	\$4.50	\$2.09	
Property Rights Conveyed	0%	0%	0%	0%	0%	0%	
Financing Terms <sup>1</sup>	0%	0%	0%	0%	0%	0%	
Conditions of Sale	0%	0%	0%	0%	0%	0%	
Market Conditions (Time)	-10%	0%	0%	0%	0%	0%	
Subtotal	\$4.25	\$2.70	\$1.36	\$4.58	\$4.50	\$2.09	
Size	-5%	0%	-5%	-15%	-5%	0%	
Flood Plain	0%	0%	0%	0%	0%	0%	
Frontage	0%	0%	0%	0%	0%	0%	
Topography	0%	0%	0%	0%	0%	0%	
Location	-20%	0%	0%	-25%	-25%	0%	
Zoning/Density	0%	0%	0%	0%	0%	0%	
Utilities	0%	0%	0%	0%	0%	0%	
Total Other Adjustments	-25%	0%	-5%	-40%	-30%	0%	
Value Indication for Subject	\$3.19	\$2.70	\$1.29	\$2.75	\$3.15	\$2.09	
Absolute Adjustment	35%	0%	5%	40%	30%	10%	

<sup>&</sup>lt;sup>1</sup> Adjusted sale price for cash equivalency and/or development costs (where applicable) Compiled by CBRE

## Conclusion

Based on the preceding analysis, all of the comparables were representative of the subject site and warranted consideration. The comparables indicated an adjusted range of \$1.29 PSF to \$3.19 PSF with an average of \$2.53 PSF. In conclusion, a price per square foot indication towards the middle portion of the adjusted range was most appropriate for the subject. The following table presents the valuation conclusion:

CONCLUDED LAND VALUE						
\$ PSF		Subject SF		Total		
\$2.25	Х	2,562,156	=	\$5,764,851		
\$2.75	х	2,562,156	=	\$7,045,929		
Indicated Value:				\$6,400,000		
		(Rounded \$ PSF	)	\$2.50		
Compiled by CBRE						

The value equates to approximately \$2.50 per square foot. This falls within the adjusted and unadjusted ranges indicated by the comparable sales, thereby lending further support to our value conclusion.

## Reconciliation of Value

In the sales comparison approach, the subject is compared to similar properties that have been sold recently or for which listing prices or offers are known. The sales used in this analysis are considered highly comparable to the subject, and the required adjustments were based on reasonable and well-supported rationale. In addition, market participants are currently analyzing purchase prices on similar properties as they relate to available substitutes in the market. Therefore, the sales comparison approach is considered to provide a reliable value indication.

Based on the foregoing, the market value of the subject has been concluded as follows:

MARKET VALUE CONCLUSION					
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion		
As Is - Land	Fee Simple Estate	June 12, 2025	\$6,400,000		
Compiled by CBRE					

## **Assumptions and Limiting Conditions**

CBRE, Inc. through its appraiser (collectively, "CBRE") has inspected through reasonable observation the subject property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.

- 1. The report, including its conclusions and any portion of such report (the "Report"), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
- 2. Unless otherwise expressly noted in the Report, CBRE has assumed that:
  - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
  - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
  - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
  - (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
  - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
  - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
  - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
  - (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently, nor super-efficiently.
  - (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.
  - (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.

- (xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property, nor reviewed or confirmed the accuracy of any legal description of the subject property.
  - Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report and any conclusions stated therein. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.
- 3. CBRE has assumed that all documents, data and information furnished by or on behalf of the client, property owner or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report and any conclusions stated therein. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
- 4. CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including, without limitation, any termite inspection, survey or occupancy permit.
- 5. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
- 6. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. This Report has been prepared in good faith, based on CBRE's current anecdotal and evidence-based views of the commercial real estate market. Although CBRE believes its views reflect market conditions on the date of this Report, they are subject to significant uncertainties and contingencies, many of which are beyond CBRE's control. In addition, many of CBRE's views are opinion and/or projections based on CBRE's subjective analyses of current market circumstances. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections. Further, other firms may have different opinions, projections and analyses, and actual market conditions in the future may cause CBRE's current views to later change or be incorrect. CBRE has no obligation to update its views herein if its opinions, projections, analyses or market circumstances later change.
- 7. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.
- 8. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge including, but not limited to, environmental, social, and governance principles ("ESG"), beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.

CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

- 9. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
- 10. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.
- 11. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
- 12. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
- 13. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.

# Addenda

# Addendum A

Land Sale Data Sheets

**Property Name** 

23.85 Acres of Land

Address

20024 & 20100 Thurman Bend Rd

Spicewood, TX 78669

**United States** 

**Government Tax Agency** Govt./Tax ID

Travis 457828

**Site/Government Regulations** 

Acres

Square feet

Land Area Net

23.850

1,038,906

Land Area Gross

23.850

1,038,906

Site Development Status

Raw Irregular Shape

Topography

**Generally Level** 

Utilities

Available

Maximum FAR Min Land to Bldg Ratio N/A N/A

**Maximum Density** 

N/A

**General Plan** Specific Plan

N/A N/A

Zoning

ETH

**Entitlement Status** 

N/A

Sale Summary

Recorded Buyer True Buyer

STACKNDAYS LLC STACKNDAYS LLC

Recorded Seller True Seller

James Kipp James Kipp

Interest Transferred **Current Use** 

Fee Simple N/A

Proposed Use

N/A **Trudy Tassin** 

**Listing Broker** Selling Broker

N/A

Doc #

N/A

**Marketing Time** 

**Buyer Type** N/A Seller Type N/A **Primary Verification** MLS

Type Date

12/4/2024 Sale Price \$4,900,000

Financing Market Rate Financing \$4,900,000

18 Month(s)

Sale

Cash Equivalent Capital Adjustment \$0

**Adjusted Price** \$4,900,000

Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u> <u>Transaction Type</u> Buyer Seller **Price** Price/ac and /sf STACKNDAYS LLC \$4,900,000 12/2024 Sale James Kipp \$205,451 / \$4.72





## **Units of Comparison**

\$4.72 / sf N/A / Unit

\$205,450.73 / ac N/A / Allowable Bldg. Units

N/A / Building Area

#### **Financial**

#### No information recorded

#### **Map & Comments**



This comparable represents 23.85 acres at 20024 & 20100 Thurman Bend Rd. The site's shape is irregular and its topography is described as generally level. The property use at the time of sale was indicated as vacant land. The site is zoned ETH. The property sold in December 2024 for \$4,900,000, or \$205,451 per acre.



**Property Name** 48.23 Acres of Land

W/S of Patriot Drive, North of Azure Lane Address

Lago Vista, TX 78645

**United States** 

**Government Tax Agency** Travis Govt./Tax ID 167001

#### **Site/Government Regulations**

Acres Square feet Land Area Net 48.228 2,100,812 Land Area Gross 48.228 2,100,812

Site Development Status Raw Irregular Varies Topography Utilities All to site

Maximum FAR N/A Min Land to Bldg Ratio N/A

Maximum Density 2.07 per ac

Frontage Distance/Street 828 ft Lake Travis Frontage Distance/Street 498 ft Patriot Drive

**General Plan** N/A Specific Plan N/A Zoning R1-S, 18B **Entitlement Status** N/A



#### Sale Summary

Doc #

Recorded Buyer **Emerald Habitat, LLC Marketing Time** 0 Month(s) True Buyer **Emerald Habitat, LLC Buyer Type** Developer **Recorded Seller** Robert J Wilson & Steven Wimberly Seller Type **Private Investor** True Seller Robert J Wilson & Steven Wimberly **Primary Verification** Buyer, contract

Interest Transferred Fee Simple Sale Type **Current Use** Date 7/17/2024 Vacant Land **Residential Development Proposed Use** Sale Price \$5,670,000

Listing Broker **Financing** None Market Rate Financing Selling Broker N/A Cash Equivalent \$5,670,000 2024094005 \$0

**Adjusted Price** \$5,670,000

<b>Transaction Summ</b>	tion Summary plus Five-Year CBRE View History				
Transaction Date	Transaction Type	Buyer	Seller	<u>Price</u>	Price/ac and /sf
07/2024	Sale	Emerald Habitat, LLC	Robert J Wilson & Steven Wimberly	\$5,670,000	\$117,567 / \$2.70

Capital Adjustment



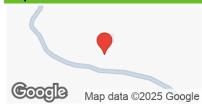
#### **Units of Comparison**

\$2.70 / sf \$117,566.56 / ac \$56,700 / Unit \$56,700 / Allowable Bldg. Units N/A / Building Area

#### **Financial**

#### No information recorded

#### **Map & Comments**



This comparable represents the sale of a 48.23-acre (2,100,812 sq. ft.) tract of residential land located along the west side of Patriot Drive, north of Azure Lane in Lago Vista, Texas. The property exhibits 828 feet of water frontage along the main body of Lake Travis. The site is irregular in shape, exhibits a varying topography throughout the property, and has all utilities available to the site. Additionally, the site is approximately 90% located within Flood Zone AE and the remaining 10% of the site is located within Flood Zone X (Shaded and Unshaded). According to an ordinance filed through the City of Lago Vista, in 1986, the site was approved to be developed into Emerald Pointe North, a residential subdivision. According to a preliminary plat provided by the buyer, the property will be assembled with the adjacent property to the south and have approximately 100 lots between the two sites, which is already owned by the buyer of this property. The property sold in July 2024 for a purchase price of \$5,670,000 or \$2.70 per square foot. According to the buyer, this was an off-market deal and appears to be slightly below market.



Property Name 32.42 Acres of Land
Address 21201 Santa Vista Way
Lago Vista, TX 78645

United States

Government Tax Agency Travis
Govt./Tax ID 158142

#### **Site/Government Regulations**

Acres Square feet
Land Area Net 32.420 1,412,215
Land Area Gross 32.420 1,412,215

Site Development Status Raw
Shape L Shaped
Topography Rolling
Utilities All to site

 Maximum FAR
 N/A

 Min Land to Bldg Ratio
 N/A

 Maximum Density
 N/A

Frontage Distance/Street N/A Highland Lake Drive
Frontage Distance/Street N/A Lake Travis

 General Plan
 N/A

 Specific Plan
 N/A

 Zoning
 CR

 Entitlement Status
 N/A



#### Sale Summary

Recorded Buyer **Marketing Time** 8 Month(s) **EDIFY Asset Management LLC** True Buyer **EDIFY Asset Management LLC Buyer Type** Private Investor Recorded Seller Casey & Megan Simmons Seller Type Private Investor True Seller Casey & Megan Simmons **Primary Verification** Listing Broker

 Interest Transferred
 Fee Simple
 Type
 Sale

 Current Use
 Vacant Land
 Date
 6/3/2024

 Proposed Use
 Proposed Residential
 Sale Price
 \$1,925,000

Listing Broker Chris Watters, Watters International Realty Financing Market Rate Financing

Selling Broker N/A Cash Equivalent \$1,925,000

Doc # 2024060950 Capital Adjustment \$0
Adjusted Price \$1,925,000

# Transaction Summary plus Five-Year CBRE View History Transaction Date Transaction Type Buyer Seller Price Price/ac and /sf 06/2024 Sale EDIFY Asset Management LC Casey & Megan Simmons \$1,925,000 \$59,377 / \$1.36



## **Units of Comparison**

\$1.36 / sf

\$59,376.93 / ac N/A / Allowable Bldg. Units N/A / Building Area

#### **Financial**

#### No information recorded

#### **Map & Comments**



This comparable represents the sale of a 32.42 acre tract of vacant land located on the south side of Highland Lakes Drive and Santa Monica Avenue with waterfront frontage on the northern side of Lake Travis in Lago Vista, Texas. The site is L-shaped and exhibits a rolling topography. The entire property is inundated within Flood Zone AE. All utilities are available to the site. The property sold in June 2024 for a purchase price of \$1,925,000, or \$1.36 per square foot.

N/A / Unit



**Property Name** 5.51 Acres

9006 Lime Creek Road Address

Volente, TX 78641

**United States** 

**Government Tax Agency** Travis 179298 Govt./Tax ID

#### **Site/Government Regulations**

Acres Square feet Land Area Net 5.510 240,016 Land Area Gross 5.510 240,016

Site Development Status	Raw
Shape	Irregular
Topography	Rolling
Utilities	All available to site

Maximum FAR N/A Min Land to Bldg Ratio N/A **Maximum Density** N/A

Frontage Distance/Street N/A Lime Creek Road

N/A **General Plan** Specific Plan N/A ETJ Zoning **Entitlement Status** N/A



Sale

\$0

6/10/2022

\$1,100,000

\$1,100,000

\$1,100,000

Market Rate Financing

#### Sale Summary

Recorded Buyer SANCHEZ BORIS **Marketing Time** N/A N/A True Buyer N/A **Buyer Type** JACKSON LAURA DYKE Recorded Seller Seller Type N/A True Seller N/A **Primary Verification** Listing Broker

Interest Transferred Fee Simple **Current Use** N/A **Proposed Use** N/A

**Listing Broker** Tommy Cokins

Selling Broker N/A

Doc # 2022129316

Transaction Summary plus Five-Year CBRE View History <u>Transaction Date</u> <u>Transaction Type</u> Seller Price Price/ac and /sf SANCHEZ BORIS JACKSON LAURA DYKE \$1,100,000 \$199,637 / \$4.58 06/2022 Sale

Type

Date

Sale Price

Financing

Cash Equivalent

**Adjusted Price** 

Capital Adjustment

		-
	r	-

## **Units of Comparison**

\$4.58 / sf N/A / Unit

\$199,637.02 / ac N/A / Allowable Bldg. Units N/A / Building Area

#### **Financial**

#### No information recorded

#### **Map & Comments**



This comparable represents the sale of a 5.51-acre tract of land located at 9006 Lime Creek Road in Volente, Texas. The property features water frontage, is irregular in shape, and exhibits a rolling topography. Only electricity is available to the site. The property is not zoned. The site was purchased in June 2022 for a price of \$1,100,000, or \$199,631 per acre and \$4.58 per square foot.



**Property Name** Address

21.93 Acres of Land 17300 Robinhood Road

Lago Vista, TX 78645

**United States** 

**Government Tax Agency** Govt./Tax ID

Travis 156990

Raw

**Electric only** 

**Site/Government Regulations** 

Acres Square feet

Land Area Net 21.931 955,314

Land Area Gross

21.931

955,314

Site Development Status

Shape Irregular

Moderate Slope Topography

Utilities

Maximum FAR

N/A Min Land to Bldg Ratio N/A

**Maximum Density** 

N/A

ISLAND OF ROBINHOOD LLC

Frontage Distance/Street

N/A Robinhood Road

**General Plan** 

N/A N/A

Specific Plan

Zoning

Lago Vista ETJ

**Entitlement Status** 

N/A

Sale Summary

Recorded Buyer

ISLAND OF ROBINHOOD LLC True Buyer FS ROBINHOOD 25 LLC Recorded Seller

FS ROBINHOOD 25 LLC True Seller

Interest Transferred

**Current Use** Vacant Land

**Proposed Use** 

Listing Broker

Selling Broker

Doc # 2022116558

Fee Simple

Speculative Holding

Jason Grimm

N/A

**Buyer Type** N/A Seller Type N/A

**Primary Verification** Listing Broker

10 Month(s)

Market Rate Financing

Sale

Type

Financing

**Marketing Time** 

Date 6/29/2022

Sale Price \$4,300,000

Cash Equivalent \$4,300,000

Capital Adjustment \$0

**Adjusted Price** \$4,300,000

Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u> <u>Transaction Type</u> Seller Price Price/ac and /sf FS ROBINHOOD 25 LLC \$4,300,000 \$196,069 / \$4.50 06/2022 Sale ISLAND OF ROBINHOOD LLC





## **Units of Comparison**

\$4.50 / sf \$196,069.49 / ac N/A / Unit

N/A / Allowable Bldg. Units

N/A / Building Area

#### **Financial**

#### No information recorded

#### **Map & Comments**



This comparable represents the sale of a 21.931-acre tract of land located at the terminus of Robinhood Drive in Lago Vista, Texas. The property has approximately 1,550 feet of water frontage, an irregular shape and level to moderately sloping topography. Approximately 75% of the property is located in Flood Zone AE and the remaining is located within Flood Zone X-500. Additionally, only electric service is available to the site. The property is located within the ETJ. The site was purchased in June 2022 for a price of \$4,300,000, or \$196,069 per acre and \$4.50 per square foot.



Property Name Address 56.659 Acres of Land N/L Pace Bend Road N

Spicewood, TX 78669 United States

Unite

Government Tax Agency To Govt./Tax ID 9

Travis 963236

### **Site/Government Regulations**

Acres Square feet
Land Area Net 58.397 2,543,773
Land Area Gross 58.397 2,543,773

Site Development Status Raw
Shape Irregular
Topography Rolling
Utilities Electric, well, septic

 Maximum FAR
 N/A

 Min Land to Bldg Ratio
 N/A

 Maximum Density
 N/A

 General Plan
 N/A

 Specific Plan
 N/A

 Zoning
 ETJ

 Entitlement Status
 N/A



#### Sale Summary

**Marketing Time** 3 Month(s) **Aaron Foreman** Recorded Buyer True Buyer **Aaron Foreman Buyer Type** N/A **Recorded Seller** CART IN FRONT OF HORSE LLC Seller Type N/A True Seller CART IN FRONT OF HORSE LLC **Primary Verification** Buyer

Interest Transferred Fee Simple
Current Use Land
Proposed Use Ranch
Listing Broker N/A
Selling Broker N/A

Doc # 2022103229

Primary Verification

Buyer

Type
Sale
Date
5/31/2022

Sale Price
\$5,306,230

Financing
Cash to Seller

Cash Equivalent
\$5,306,230

\$0

Adjusted Price \$5,306,230

Capital Adjustment

Transaction Sum	nsaction Summary plus Five-Year CBRE View History					
Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf	
05/2022	Sale	Aaron Foreman	CART IN FRONT OF HORSE LLC	\$5,306,230	\$90,865 / \$2.09	
12/2021	Sale	Cart in Front of Horse LLC	Highland Lakes Baptist Encampment	\$5,306,230	\$93,652 / \$2.15	



## **Units of Comparison**

\$2.09 / sf

\$90,864.77 / ac N/A / Allowable Bldg. Units N/A / Building Area

N/A / Unit

Financial

#### No information recorded

## **Map & Comments**



reference 2021 sale. 2022 was between related parties



# Addendum B

Legal Description

## **GENERAL INFO**

ACCOUNT

Property ID: 162640 Geographic ID: 0162880801

Type:

Zoning:

Agent: OCONNOR & ASSOCIATES

Legal Description: ABS 90 SUR 600 BALDWIN K ACR

59.1382 & .2330 AC OF LOT 1 COVE

AT LAGO VISTA

Property Use:

LOCATION

Address: AMERICAN DR, TX 78645

Market Area:

Market Area CD: S3000WF Map ID: 015987

PROTEST

Protest Status: Informal Date: Formal Date: OWNER

Name: LV PENINSULA HOLDING LLC

Secondary Name:

Mailing Address: 1100 BISCAYNE BLVD UNIT 3001 MIAMI

FL 33132-1745

Owner ID: 1971363 % Ownership: 100.000000

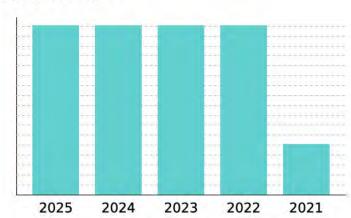
Exemptions:

## **VALUES**

## **CURRENT VALUES**

Land Homesite: \$0 \$4,262,400 Land Non-Homesite: Special Use Land Market: \$0 Total Land: \$4,262,400 \$0 Improvement Homesite: Improvement Non-Homesite: \$0 Total Improvement: \$0 Market: \$4,262,400 Special Use Exclusion (-): \$0 Appraised: \$4,262,400

### **VALUE HISTORY**



#### **VALUE HISTORY**

Net Appraised:

Value Limitation Adjustment (-):

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2025	\$4,262,400	\$0	\$0	\$4,262,400	\$0	\$4,262,400
2024	\$4,262,400	\$0	\$0	\$4,262,400	\$0	\$4,262,400
2023	\$4,262,400	\$0	\$0	\$4,262,400	\$0	\$4,262,400
2022	\$4,262,400	\$0	\$0	\$4,262,400	\$0	\$4,262,400
2021	\$1,278,720	\$0	\$0	\$1,278,720	\$0	\$1,278,720

\$0

\$4,262,400

## **TAXING UNITS**

Unit	Description	Tax Rate	Net Appraised	Taxable Value
03	TRAVIS COUNTY	0.344445	\$4,262,400	\$4,262,400
0A	TRAVIS CENTRAL APP DIST	0.000000	\$4,262,400	\$4,262,400
16	LAGO VISTA ISD	1.016900	\$4,262,400	\$4,262,400
1B	TRAVIS CO ESD NO 7	0.091000	\$4,262,400	\$4,262,400
2J	TRAVIS COUNTY HEALTHCARE DISTRICT	0.107969	\$4,262,400	\$4,262,400
41	TRAVIS CO ESD NO 1	0.100000	\$4,262,400	\$4,262,400
49	CITY OF LAGO VISTA	0.423100	\$4,262,400	\$4,262,400

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

## **IMPROVEMENT**

## LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
LAND	Land	59.3712	2,586,209	\$1.65	\$4,262,400	\$0

## **DEED HISTORY**

Deed Date	Туре	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
3/30/23	WD	WARRANTY DEED	SGB DEVELOPMENT	LV PENINSULA HOLDING LLC				2023034846
5/10/21	WD	WARRANTY DEED	NORTHPORT HARBOR LLC	SGB DEVELOPMENT				2021105945
9/2/14	DW	DEED WITHOUT	CCI FUNDING I LLC	NORTHPORT HARBOR LLC				2014131554 TR
9/6/11	ST	SUBSTITUTE TRUSTEE	G&G/PENINSULA LP	CCI FUNDING I LLC				2011129614 TR
6/23/05	WD	WARRANTY DEED	CASA LAGO LP	G&G/PENINSULA LP				2005114201 TR
7/21/04	WD	WARRANTY DEED	ROUTH TODD	CASA LAGO LP				2004140204 TR
8/7/03	QD	QUIT CLAIM DEED	INTERNAL REVENUE SERVICE	ROUTH TODD		00000	00000	2003186577 TR
10/26/01	MS	MISCELLANE OUS	FIRST COMMERCIAL	INTERNAL REVENUE SERVICE		00000	00000	
7/3/01	ST	SUBSTITUTE TRUSTEE	CLUB & CONFERENCE	FIRST COMMERCIAL		00000	00000	2001108095 TR
4/21/95	SW	SPECIAL WARRANTY	L & M VENTURE	CLUB & CONFERENCE		12623	00271	
4/21/95	SW	SPECIAL WARRANTY	CLARK THOMAS & WINTERS P C TRU	L & M VENTURE		12428	00559	
4/21/94	WD	WARRANTY DEED	LVCC INC	CLARK THOMAS & WINTERS P C TRU		12170	01129	
4/1/90	WD	WARRANTY DEED	LAGO VISTA INC	LVCC INC		11263	00224	
12/20/89	WD	WARRANTY DEED		LAGO VISTA INC		11089	00624	

Page 2 of 2 Effective Date of Appraisal: January 1

Date Printed: June 15, 2025

# Addendum C

**Client Contract Information** 

#### **VALUATION & ADVISORY SERVICES**

## **Proposal and Contract for Services**



CBRE, Inc. 500 W. Second St. Ste. 1700 Austin, TX 78701 www.cbre.us/valuation

Grant Mueller, MAI VAS - Managing Director

May 20, 2025

Cody Tristan

STALLION FUNDING

10119 Lake Creek Parkway, Suite 202 Austin, TX 78729 Phone: 512-270-2843 Email: cody@stallionfunding.com

RE: Assignment Agreement | CB25US043940 Retail, Land 2 Properties - Multiple Locations

Dear Mr. Stallion:

CBRE, Inc. ("CBRE") is pleased to submit this proposal and our Terms and Conditions for this assignment.

## PROPOSAL SPECIFICATIONS

Purpose:

To estimate the Market Value of the referenced real estate

Premise:

As Is

Rights Appraised:

Fee Simple

Intended Use:

Mortgage Lending

Intended User:

The intended user is STALLION FUNDING ("Client"), and such other parties and entities (if any) expressly recognized by CBRE as intended users (each an "Intended Users" and collectively the "Intended Users") provided that any Intended User's use of, and reliance upon, any report produced by CBRE under this Agreement shall be subject to the Terms and Conditions attached hereto and incorporated herein (including, without limitation, any limitations of liability set forth in

the attached Terms and Conditions).

Reliance:

Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof, whether as a result of its direct dissemination or by any other means, may not use or rely upon any opinions or conclusions contained in the report or such portions thereof,

## **Proposal and Contract for Services**



and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.

Unless otherwise expressly identified in this Agreement, there are no third-party beneficiaries of this Agreement pertaining to this appraisal assignment or any reports produced by CBRE under this Agreement, and no other person or entity shall have any right, benefit or interest under this Agreement or with respect to any reports produced by CBRE under this Agreement.

Scope of Inspection:

A full interior and exterior inspection of the property will be conducted and arranged with the property contact and performed by CBRE Valuations,

If this expected property inspection is not possible due to unforeseen issues (such as lack of onsite personnel cooperation, physical obstructions, or appraiser/property contact health and safety concerns), the client will be promptly advised. The client may continue this assignment based on other inspection options agreed upon by CBRE and client or provide CBRE with a written notice to cancel. If CBRE determines that a credible appraisal result cannot be achieved due to inspection limitations, it will promptly provide the client with a written cancellation of this assignment.

Valuation Approaches:

All three traditional approaches to value will be considered.

Report Type:

Appraisal Report

Appraisal Standards:

USPAP/FIRREA

Appraisal Fee:

\$6,500.00. If cancelled by either party before a completion, the fee will be based on CBRE's hourly rates for the time expended; plus actual expenses.

Expenses:

Fee includes all associated expenses except to the extent otherwise provided in the attached

Terms and Conditions.

Retainer:

A retainer of \$6,500.00 is due prior to commencement of the outlined services. Please remit retainer payments via wire to:

Name: Wells Fargo ABA No.: 121000248 Swift ID: WFBIUS6S

Name on Account: CBRE Valuation Wire Receipts

General Account No.: 4121248561 Address: 420 Montgomery Street San Francisco, CA 94104

Bank Contact: Michele Polcari Telephone Number: (310) 606-4792

Please include the invoice number when submitting payment.

For additional payment remittance options, contact CBRE VAS Accounts Receivable - 901-620-3232 | CBREVASAR@cbre.com

## Proposal and Contract for Services



Payment Terms: Final payment is due upon delivery of the final report or within thirty (30) days of your receipt of

the draft report, whichever is sooner. The full appraisal fee is considered earned upon delivery of the draft report. We will invoice you for the assignment in its entirety at the completion of the

assignment.

Delivery Instructions: CBRE encourages our clients to join in our environmental sustainability efforts by accepting an

electronic copy of the report.

An Adobe PDF file via email will be delivered to cody@stallionfunding.com.The client has

requested 0 bound final copy (ies).

Delivery Schedule:

Preliminary Value: Not Required

Draft Report: 10 business days after the Start Date

Final Report: Upon Client's request

Start Date: The appraisal process will start upon receipt of your signed agreement and the property specific

data

Acceptance Date: These specifications are subject to modification or withdrawal if this proposal is not accepted

within 5 business days from the date of this letter.

When executed and delivered by all parties, this letter, together with the Terms and Conditions and the Specific Property Data Request attached hereto and incorporated herein, will serve as the Agreement for appraisal services by and between CBRE and Client. Each person signing below represents that it is authorized to enter into this Agreement and to bind the respective parties,

including all intended users, hereto.

## **VALUATION & ADVISORY SERVICES**

## **Proposal and Contract for Services**



We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

CBRE, Inc.

Valuation & Advisory Services

G-f MU

Grant Mueller, MAI VAS - Managing Director As Agent for CBRE, Inc. T 512.499.4909 Grant.Mueller@cbre.com

#### Enclosures:

Property Name	Property Location	Report Type	Appraisal Fees
1221 Hillcrest Avenue	1221 Hillcrest Avenue, Durant, OK 74701	Appraisal Report	\$3,500.00
1900 and 1901 American Drive	1900 and 1901 American Drive, Lago Vista, TX 78645	Appraisal Report	\$3,000.00
Assignment Total:			\$6,500.00

## **Proposal and Contract for Services**



## AGREED AND ACCEPTED

FOR STALLION FUNDING ("CLIENT"):	5-28-25
Signature Cody Tristan	DIRECTOR OF ORIGINATIONS
Name 512-270-2843	Title cody@stallionfunding.com
Phone Number	F-Mail Address

## ADDITIONAL OPTIONAL SERVICES

Assessment & Consulting Services: CBRE's Assessment & Consulting Services group has the capability of providing a wide array of solution-oriented due diligence services in the form of property condition and environmental site assessment reports, ALTA Surveys, and other necessary due diligence service (seismic risk analysis, zoning compliance service, construction risk management, annual inspections, etc.).Initial below if you desire CBRE to contact you to discuss a proposal for any part or the full complement of consulting services, or you may reach out to us at ACSProposals@cbre.com. We will route your request to the appropriate manager. For more information, please visit www.cbre.com/assessment.

## **Proposal and Contract for Services**



## TERMS AND CONDITIONS

- 1. The Terms and Conditions herein are part of an assignment agreement (the "Agreement") for appraisal services ("Services") between CBRE, Inc. ("CBRE") and the client signing this Agreement and for whom the Services will be performed (the "Client") for the property identified herein (the "Property") and shall be deemed a part of such Agreement as though fully set forth therein. In addition, with respect to any appraisal report prepared by CBRE pursuant to the Agreement (the "Report"), any use of, or reliance on, the Report by any Intended User constitutes acceptance of these Terms and Conditions as well as acceptance of all qualifying statements, limiting conditions, and assumptions stated in the Report. The Agreement shall be governed and construed by the laws of the state where the CBRE office executing this Agreement is located without regard to conflicts of laws principles.
- Client shall be responsible for the payment of all fees stipulated in this Agreement. Payment of the fees and preparation of the Report are not contingent upon any predetermined value or on any action or event resulting from the analyses, opinions, conclusions, or use of the Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft Report is requested, the fee is considered earned upon delivery of the draft Report. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed Report. In such event, the Client is obligated to pay CBRE for the time and expenses incurred (including, but not limited to, travel expenses to and from the job site) prior to the effective date of cancellation, with a minimum charge of \$500. Hard copies of the Reports are available at a cost of \$250 per original color copy and \$100 per photocopy (black and white), plus shipping fees of \$30 per Report.
- 3. If CBRE is subpoensed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls and conferences (except routine meetings, phone calls and conferences with the Client for the sole purpose of preparing the Report), litigation, or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this assignment, the Report, CBRE's expertise, or the Property, Client shall pay CBRE's additional out-of-pocket costs and expenses, including but not limited to CBRE's reasonable attorneys' fees, and additional time incurred by CBRE based on CBRE's then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Report), meeting participation, and CBRE's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional Services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed Report has been delivered to Client at the time of such request.
- 4. CBRE shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, or without cause upon 5 days written notice.
- 5. In the event Client fails to make payments when due then, from the date due until paid, the amount due and payable shall bear interest at the maximum rate permitted in the state where the CBRE office executing this Agreement is located. EACH PARTY, AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION IN ANY WAY RELATED TO THIS AGREEMENT.
- 6. CBRE assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for CBRE to prepare a valid Report hereunder. Client acknowledges that such additional expertise is not covered in the fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.

#### **VALUATION & ADVISORY SERVICES**

## **Proposal and Contract for Services**



- 7. Client acknowledges that CBRE is being retained hereunder as an independent contractor to perform the Services described herein and nothing in this Agreement shall be deemed to create any other relationship between Client and CBRE. Unless otherwise stated in this Agreement, Client shall not designate or disclose CBRE or any of its agents or employees as an expert or opinion witness in any court, arbitration, or other legal proceedings without the prior written consent of CBRE.
- 8. This assignment shall be deemed concluded and the Services hereunder completed upon delivery to Client of the Report discussed herein.
- 9. All statements of fact in the Report which are used as the basis of CBRE's analyses, opinions, and conclusions will be true and correct to CBRE's actual knowledge and belief. CBRE does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to CBRE by Client or others. TO THE FULLEST EXTENT PERMITTED BY LAW, CBRE DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO CBRE. Furthermore, the conclusions and any permitted reliance on and use of the Report shall be subject to the assumptions, limitations, and qualifying statements contained in the Report.
- 10. CBRE shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The Report will not constitute a survey of the Property analyzed.
- 11. Client shall provide CBRE with such materials with respect to the assignment as are requested by CBRE and in the possession or under the control of Client. Client shall provide CBRE with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.
- 12. The data gathered in the course of the assignment (except data furnished by Client, "Client Information") and the Report prepared pursuant to the Agreement are, and will remain, the property of CBRE. With respect to Client Information provided by Client, CBRE shall not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential and proprietary Client Information furnished to CBRE. Notwithstanding the foregoing to the contrary, CBRE is authorized by Client to disclose all or any portion of the Report and related data as may be required by applicable law, statute, government regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable CBRE or its employees and agents to comply with the Bylaws and Regulations of the Appraisal Institute as now or hereafter in effect.
- 13. Unless specifically noted, in preparing the Report CBRE will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Materials") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there are no major or significant repairs, improvements or deferred maintenance of the Property that would require the expertise of a professional cost estimator, engineer, architect or contractor. If any such repairs, improvements or maintenance are needed, the estimates for such repairs, improvements or maintenance are to be prepared by other parties pursuant to a separate written agreement in Client's sole discretion and direction, and are not deemed part of the Services or otherwise covered as part of the fee hereunder.
- 14. In the event Client intends to use the Report in connection with a tax matter, Client acknowledges that CBRE provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Report, Client agrees that CBRE shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other

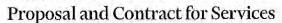
## **Proposal and Contract for Services**



compensation from CBRE relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.

- 15. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY:
  - (A) EXCEPT TO THE EXTENT ARISING FROM SECTION 16, OR SECTION 17 IF APPLICABLE, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER PARTY, FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR OTHER EXEMPLARY LOSSES OR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, REGARDLESS OF THE FORESEEABILITY OR THE CAUSE THEREOF.
  - (B) EXCEPT TO THE EXTENT ARISING FROM <u>SECTION 16</u>, OR <u>SECTION 17</u> IF APPLICABLE, AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES AND COSTS REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO CBRE UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS (\$10,000).
  - (C) CBRE SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS, DAMAGE, CLAIM OR EXPENSE INCURRED BY OR ASSERTED AGAINST CLIENT ARISING OUT OF, BASED UPON OR RESULTING FROM CLIENT'S OR ANY INTENDED USER'S FAILURE TO PROVIDE ACCURATE OR COMPLETE INFORMATION OR DOCUMENTATION PERTAINING TO ANY SERVICES OR REPORT ORDERED UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING CLIENT'S OR ANY INTENDED USER'S FAILURE, OR THE FAILURE OF ANY OF CLIENT'S OR ANY INTENDER USER'S RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, PRINCIPALS, AGENTS OR EMPLOYEES, TO PROVIDE A COMPLETE AND ACCURATE COPY OF THE REPORT TO ANY THIRD PARTY. CBRE SHALL HAVE NO LIABILITY WHATSOEVER FOR REPORTS OR DELIVERABLES THAT ARE SUBMITTED IN DRAFT FORM.
  - (D) THE LIMITATIONS OF LIABILITY IN SUBSECTIONS 15(A) AND 15(B) ABOVE SHALL NOT APPLY IN THE EVENT OF A FINAL FINDING BY A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.
- 16. (a) Client shall not disseminate, distribute, make available or otherwise provide any Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Report, in whole or in part, in any offering, including, but not limited to any offering of the Property or any securities offering as defined by applicable law, or other material intended for review by other third parties) except (i) to any third party (a) identified in the Agreement as an Intended User subject to the terms and conditions of this Agreement or (b) otherwise expressly acknowledged in a separate writing executed by CBRE, such third party and Client, setting forth that such third party is an "Intended User" of the Report and providing CBRE with an acceptable release from such third party with respect to such Report or wherein Client provides acceptable indemnity protections to CBRE against any claims resulting directly from the distribution of the Report to such third party; (ii) to any third party service provider (including accountants, attorneys, rating agencies and auditors) using the Report in the course of providing Services for the sole benefit of an Intended User and limited to the Intended Use of the Report as defined in this Agreement, or (iii) to the extent required by applicable law, statute, government regulation, legal process, or judicial decree.
  - (b) In the event CBRE consents, in writing, to Client incorporating or referencing the Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such other materials available to any such parties unless and until Client has provided CBRE with complete copies of such offering or other materials and CBRE has approved the inclusion of the Report, or reference to the Report and/or CBRE, in such offering and other materials in writing. Further, CBRE's consent to such inclusion of the Report, or reference to the Report and/or CBRE, in any securities offering is subject to (i) CBRE's and CBRE's securities counsel's review and approval, in writing, of any inclusion of the Report, or reference to the Report and/or CBRE, in such securities offering; (ii) Client shall not modify the Report, any such inclusion of or reference to the Report and/or CBRE in such securities offering once approved

#### **VALUATION & ADVISORY SERVICES**





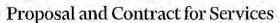
by CBRE and its securities counsel in writing; and (iii) Client shall reimburse CBRE for its out-of-pocket costs and expenses, including attorneys' fees, arising from legal review of such securities offering and related materials on CBRE's behalf.

- (c) In the absence of satisfying the conditions of this <u>Section 16</u> with respect to any party who is not designated as an Intended User, in no event shall the receipt of a Report by such party extend any right to the party to use and rely on such Report, and CBRE shall have no liability for such unauthorized use and reliance on any Report.
- (d) In the event Client breaches the provisions of this <u>Section 16</u>, Client shall indemnify, defend and hold CBRE and its affiliates and their officers, directors, employees, contractors, agents and other representatives (CBRE and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Report.
- In the event Client incorporates or references the Report, in whole or in part, in any offering, including, but not limited to any offering of the Property or any securities offering as defined by applicable law, or other material intended for review by other parties, Client shall indemnify, defend and hold each of the Indemnified Parties harmless from and against any Damages in connection with (i) any transaction contemplated by this Agreement or in connection with the Report or the engagement of or performance of Services by any Indemnified Party hereunder, (ii) any Damages claimed by any user or recipient of the Report, whether or not an Intended User, (iii) any actual or alleged untrue statement of a material fact, or the actual or alleged failure to state a material fact necessary to make a statement not misleading in light of the circumstances under which it was made with respect to all information furnished to any Indemnified Party or made available to a prospective party to a transaction, or (iv) an actual or alleged violation of applicable law by an Intended User (including, without limitation, securities laws) or the negligent or intentional acts or omissions of an Intended User (including the failure to perform any duty imposed by law); and will reimburse each Indemnified Party for all reasonable fees and expenses (including fees and expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, and regardless of whether such Indemnified Party is a formal party to such Proceeding. Client agrees not to enter into any waiver, release or settlement of any Proceeding (whether or not any Indemnified Party is a formal party to such Proceeding) without the prior written consent of CBRE (which consent will not be unreasonably withheld or delayed) unless such waiver, release or settlement includes an unconditional release of each Indemnified Party from all liability arising out of such Proceeding.
- 18. <u>Time Period for Legal Action</u>. Unless the time period is shorter under applicable law, except in connection with <u>Section16</u> and <u>Section 17</u>, CBRE and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement, (b) any Services or Reports under this Agreement or (c) any acts or conduct relating to such Services or Reports, shall be filed within two (2) years from the date of delivery to Client of the Report to which the claims or causes of action in the legal action or lawsuit relate. The time period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.

#### 19. Miscellaneous.

(a) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement may not be amended, modified or discharged, nor may any of its terms be waived except by written agreement of both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A signed copy of this Agreement

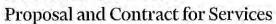
#### **VALUATION & ADVISORY SERVICES**





transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

- (b) Neither party shall assign this Agreement in whole or in part (other than by operation of law) to any person or entity without the prior written consent of the other party. Subject to the foregoing, this Agreement and all of its provisions shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- (c) No consent or waiver, either expressed or implied, by a party to or of any breach or default, shall be construed to be a consent or waiver to or of any other breach or default in the performance of any obligations hereunder. Failure of a party to complain or declare the other party in default shall not constitute a waiver by such party of rights and remedies hereunder.
- (d) Except as hereinafter provided, no delay or failure in performance by a party shall constitute a default hereunder to the extent caused by Force Majeure. Unless the Force Majeure substantially frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, CBRE promptly shall notify Client. Once the Force Majeure event ceases, CBRE shall resume performance of the Services as soon as possible. As used herein, "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, fire, acts of terrorism, catastrophes, changes in laws, condemnation of property, governmental actions or delays, national emergency, war, civil disturbance, floods, unusually severe weather conditions, endemic or pandemic, or other acts of God. Inability to pay or financial hardship shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a party's control.
- (e) Any provision of this Agreement that, by its language, contemplates performance or observation subsequent to any termination or expiration of this Agreement shall survive such termination or expiration and shall continue in full force and effect.
- (f) If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified, if possible, to fulfill the intent of the parties reflected in the original provision. The remainder of this Agreement, or the application of such provision to person or circumstance other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.





## SPECIFIC PROPERTY DATA REQUEST

In order to complete this assignment under the terms outlined, CBRE, Inc., Valuation & Advisory Services, will require the following specific information for the property:

- 1, PLEASE NOTIFY US IMMEDIATELY IF ANY OTHER CBRE SERVICE LINE (INCLUDING CAPSTONE) IS INVOLVED IN THE BROKERAGE, FINANCING, INVESTMENT OR MANAGEMENT OF THIS ASSET.
- 2. Current title report and title holder name
- 3. Legal description
- 4. Survey and/or plat map
- 5. Site plan for proposed or entitled development, if applicable
- 6. Current county property tax assessment or tax bill
- 7. Details on any sale, contract, or listing of the property within the past three years
- 8. Engineering studies, soil tests or environmental assessments
- 9. Ground lease, if applicable
- 10. Planning/Zoning application or approval, if applicable
- 11. Any previous market/demand studies or appraisals
- 12. Name and telephone number of property contact for physical inspection and additional information needed during the appraisal process
- 13. Any other information that might be helpful in valuing this property

If any of the requested data and information is not available, CBRE, Inc., reserves the right to extend the delivery date by the amount of time it takes to receive the requested information or make other arrangements. Please have the requested information delivered to the following:

Grant Mueller, MAI
VAS - Managing Director
Grant.Mueller@cbre.com
CBRE, Inc.
Valuation & Advisory Services
500 W. Second St. Ste. 1700
Austin, TX 78701

# Addendum D

Qualifications

## **PROFILES**



**VALUATION & ADVISORY SERVICES / CENTRAL DIVISION** 

## **Andrew Hall**

Vice President, Austin, TX

T +1 512 499 4938

M +1 832 233 7717

E Andrew.hall2@cbre.com

**Professional Experience** 

## Andrew Hall has over 14 years

Andrew Hall has over 14 years of experience in the appraisal of commercial real estate.

Mr. Hall has worked at CBRE, Inc. specializing in industrial and office properties for the past 10 years. In addition to industrial and office properties Mr. Hall has appraisal experience encompassing a wide variety of property types including special-use, self-storage, retail, and land developments. Mr. Hall has experience providing valuation and appraisal services, market studies, rent analyzes, feasibility studies, income and expense analysis, and cash flow projections. He is currently the Industrial Team Leader in the Austin office.

Mr. Hall's primary geographical location is Austin, Texas and surrounding areas, but has valuation experience across the State Texas. Prior to joining CBRE, Inc. in 2014, Mr. Hall was a commercial real estate appraiser with Integra Realty Resources, where he appraised a variety of property types, including office, retail and industrial. Prior to his work at Integra, Andrew spent time at Chaney and Associates in Washington, D.C.

### Accreditations

#### CERTIFIED GENERAL REAL ESTATE APPRAISER

State of Texas, No. TX- 1380760-G

## Clients Represented

- Amegy Bank
- Bank OZK
- BancorpSouth
- Capital One
- First United Bank
- Frost Bank
- Moody National Bank
- Prosperity Bank
- PlainsCapital Bank
- US Bank
- Washington Federal

## Pro Affiliations / Accreditations

- Certified General Real Estate Appraiser, State of Texas
- Appraisal Institute

## Education

 Texas State University, San Marcos, Texas, Bachelor of Business Administration with a major in Finance ANDREW G HALL 321 DALLY COURT DRIPPING SPRINGS, TX 78620



## Certified General Real Estate Appraiser

Appraiser: Andrew G Hall

License #: TX 1380760 G License Expires: 12/31/2025

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz Commissioner



## Clients Represented

- Amegy Bank
- Bank OZK
- BancorpSouth
- Capital One
- First United Bank
- Frost Bank
- Moody National Bank
- Prosperity Bank
- PlainsCapital Bank
- US Bank
- Washington Federal
- ABC Bank

## Pro Affiliations / Accreditations

- Appraisal Institute
- Certified General Real Estate Appraiser, State of Texas

## Education

- University of Texas, Austin

VALUATION & ADVISORY SERVICES / CENTRAL DIVISION

# Grant Mueller, MAI

Managing Director, Texas

T +1512 499 4909

M +1512 501 9444

E grant.mueller@cbre.com

## **Professional Experience**

Grant Mueller, MAI is a Managing Director with over eighteen years of real estate appraisal and consulting experience. Mr. Mueller is in the Valuation & Advisory Services Group's Austin office in the South Region. Mr. Mueller's primary geographical overview includes Central Texas (Austin and San Antonio), West Texas (El Paso), Arkansas, and Oklahoma.

Mr. Mueller is a designated member of the Appraisal Institute. For over a decade, Mr. Mueller specialized in the valuation of office, industrial, and self-storage property types and is a member of the Office Valuation Group, Medical Office Valuation Group, and Industrial Valuation Group.

Mr. Mueller's experience encompasses a wide variety of commercial property types including single and multi-tenant office, medical office, industrial facilities, multi-family properties, mixed-use projects, self-storage facilities, single and multi-tenant retail, land use developments, and specialty use buildings. Mr. Mueller has experience providing valuation and appraisal services, market studies, rent analyzes, income and expense analysis and cash flow projections.

Prior to joining CBRE, Mr. Mueller was an appraiser at National Appraisal Partners in Houston, Texas.

#### Pro Affiliations

## APPRAISAL INSTITUTE

- Designated Member (MAI)
- RECA Member

#### Accreditations

#### CERTIFIED GENERAL REAL ESTATE APPRAISER

- State of Texas, No. TX-1337145-G
- State of Oklahoma, No. 13679CGA
- State of Arkansas, No. CG-4990

## **PROFILES**

## **Education**

- University of Texas, Austin, Bachelor of Arts in Liberal Arts
- Appraisal Institute, Various Appraisal Courses
  - USPAP
  - Business Practices and Ethics
  - Eminent Domain and Condemnation
  - Green Buildings: Principals & Concepts
  - Subdivision Valuation
  - Analyzing Operating Expenses
  - Small Hotel / Motel Valuation
  - Forecasting Revenue
  - Advanced Applications
  - Report Writing and Valuation Analysis
  - Market Analysis and Highest & Best Use
  - Advanced Sales Comparison & Cost Approaches
  - Advanced Income Capitalization
  - Appraisal Procedures
  - General Applications

**2** ©2021 CBRE, INC.

GRANT BRANDEN MUELLER 500 W 2ND ST STE 1700 AUSTIN, TX 78701



## Certified General Real Estate Appraiser

Appraiser: Grant Branden Mueller

License #: TX 1337145 G License Expires: 07/31/2025

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz Commissioner

## Delivering more than just a number

At CBRE, we offer more than expert appraisal services, we consult and advise to help you see the full picture of a property or portfolio.

## Valuation & Appraisal

Understand all aspects of value

- Lending & Debt Valuations
- Portfolio Valuations
- Institutional Fund Valuations
- Litigation Support & Testimony
- Right-of-Way & Eminent Domain
- Evaluations/Alternative Valuations

cbre.com/appraisal

## Assessment & Consulting

Understand all aspects of value

- Property Condition Assessments
- Environmental Site Assessments
- Land Surveying
- Seismic Risk Analysis
- Radon, Asbestos, Indoor Air Quality
- Zoning Reports & Compliance

cbre.com/assessment

## Property & Transaction Tax

Understand all aspects of value

- Assessment Reviews & Appeals
- Real Estate Transaction Tax
- Property Tax Payment Services
- Pre-Acquisition Due Diligence
- Pre-Construction Due Diligence
- Budgeting & Accruals

cbre.com/propertytax

## Quality You Can Count On

Reliable valuations depend on accurate insights. Our quality and risk management (QRM) framework ensures the highest-quality reports and analyses, giving you confidence in our calculations.



Upfront conflict and qualification checks



Embedded risk detection and leadership reviews



Landmark training, practice guidelines and governance



Dedicated, global team of QRM experts

Industry-leading people, data and technologies

## **Experience You Can Trust**

CBRE is the global leader in commercial real estate services, with more than 100 years of industry experience. We provide unmatched market coverage and sector expertise across every dimension of our Valuation & Advisory Services, delivering insights you can't get anywhere else

90+

U.S. Valuation Offices

80K+

U.S. Yearly Assignments

600k+

Global Yearly Assignments

200+

Global Valuation Offices